



Office of the City Clerk

# The City of Morgantown

Linda L. Little, CMC  
389 Spruce Street, Room 10  
Morgantown, West Virginia 26505  
(304) 284-7439 Fax: (304) 284-7525  
llittle@cityofmorgantown.org

**AMENDED AGENDA  
MORGANTOWN CITY COUNCIL  
REGULAR MEETING  
October 21, 2014  
7:00 p.m.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE TO THE FLAG**
4. **APPROVAL OF MINUTES: Regular Meeting – October 7, 2014**
5. **CORRESPONDENCE:**  
  
Presentation by Terri Cutright Director of Main Street  
  
Presentation by Richard Lockhart from Casto & Harris
6. **PUBLIC HEARINGS:**
  - A. **A PUBLIC HEARING ON THE CREATION OF THE CITY OF MORGANTOWN REDEVELOPMENT DISTRICT NO. 4 AND APPROVAL OF A PROJECT PLAN FOR WILLEY-SPRUCE-BROCKWAY REDEVELOPMENT PROJECT NO.1 AND ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS.**
  - B. **AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW ARTICLE 160 TO ITS ADMINISTRATIVE CODE CREATING A MORGANTOWN HOUSING ADVISORY COMMISSION.**
  - C. **AN ORDINANCE AMENDING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND MERKOL, INC., (LESSEE) REGARDING RESTAURANT SPACE LOCATED AT THE MORGANTOWN MUNICIPAL AIRPORT.**

**D. AN ORDINANCE AMENDING SECTION 925.03 OF THE CITY OF MORGANTOWN'S STREETS, UTILITIES AND PUBLIC SERVICES CODE BY SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWERAGE SYSTEM OF THE CITY OF MORGANTOWN.**

**E. AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTIONS 923.06 AND 923.13 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, AS THE SAME APPLIES TO INDUSTRIAL WASTES DISCHARGED INTO THE SEWER SYSTEM AND ANCILLARY SERVICES REGARDING INDUSTRIAL WASTES.**

**7. UNFINISHED BUSINESS:**

**A. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW ARTICLE 160 TO ITS ADMINISTRATIVE CODE CREATING A MORGANTOWN HOUSING ADVISORY COMMISSION. (First Reading September 16, 2014)(October 7, 2014 postponed for amendments)**

**B. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AMENDING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND MERKOL, INC., (LESSEE) REGARDING RESTAURANT SPACE LOCATED AT THE MORGANTOWN MUNICIPAL AIRPORT. (First Reading October 7, 2014)**

**C. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE AMENDING SECTION 925.03 OF THE CITY OF MORGANTOWN'S STREETS, UTILITIES AND PUBLIC SERVICES CODE BY SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWERAGE SYSTEM OF THE CITY OF MORGANTOWN.(First Reading October 7, 2014)**

**D. Consideration of APPROVAL of (SECOND READING) and (ADOPTION) of AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTIONS 923.06 AND 923.13 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, AS THE SAME APPLIES TO INDUSTRIAL WASTES DISCHARGED INTO THE SEWER SYSTEM AND ANCILLARY SERVICES REGARDING INDUSTRIAL WASTES. (First Reading October 7, 2014)**

**E. BOARDS AND COMMISSIONS**

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

9. **SPECIAL COMMITTEE REPORTS**

10. **NEW BUSINESS:**

A. Consideration of **APPROVAL** of **FIRST READING** of **AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN IT AND THE WV DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, FOR INSTALLATION OF A BICYCLE LANE ALONG NORTHBOUND U.S. 19(MONONGAHELA BOULEVARD), BETWEEN EIGHTH STREET AND EVANSDALE DRIVE.**

B. Consideration of **APPROVAL** of **A RESOLUTION SUBMITTING A TIF APPLICATION TO CREATE AND ESTABLISH A REDEVELOPMENT DISTRICT TO BE KNOWN AND DESIGNATED AS THE "CITY OF MORGANTOWN REDEVELOPMENT DISTRICT NO. 4" (THE "TIF DISTRICT").**

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

**NEW BUSINESS:**

1. **FY Annual Reports of Police & Fire Pension Funds**

2. **Salt purchase for 2014**

12. **REPORT FROM CITY CLERK**

13. **REPORT FROM CITY ATTORNEY**

14. **REPORT FROM COUNCIL MEMBERS**

15. **EXECUTIVE SESSION:** Pursuant to West Virginia Code Section 6-9A-4(b)(9) of the West Virginia code to consider matters involving Council/client privileges.

16. ADJOURNMENT

\*If you need an accommodation contact us at (304) 284-7439\*

**REGULAR MEETING OCTOBER 7, 2014:** The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, October 7, 2014 at 4:00 p.m.

**PRESENT:** City Manager Jeff Mikorski, Assistant City Manager Glen Kelly, and City Attorney Steve Fanok, City Clerk Linda Little, Mayor Selin, Deputy Mayor Marti Shamberger and Council Members: Ron Banc, Wes Nugent, Mike Fike, and Nancy Ganz. (Bill Kawecki Absent)

The Meeting was called to order by Mayor Selin.

Mayor Selin explained that due to a meeting for the Free Flow Power hydropower project this evening at the Hilton Garden Inn at 7pm; so we have a time limitation this evening.

Mayor Selin announced that Items C under Public Hearing Notice and Unfinished Business on the Agenda this evening be withdrawn until the next agenda per Councilor Kawecki's request to revamp Ordinance.

**APPROVAL OF MINUTES:** The minutes of the regular meeting of September 16, 2014, were approved as printed.

**CORRESPONDENCE:** Mayor Selin read proclamations for Fire Prevention Week and General Aviation Appreciation Month.

**PUBLIC HEARING - AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION OF 13.40 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF MORGANTOWN BY ORDINANCE 14-18 BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.**

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

**PUBLIC HEARING – AN ORDINANCE AMENDING FY 2014-2015 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.**

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

**PUBLIC HEARING –AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW ARTICLE 160 TO ITS ADMINISTRATIVE CODE CREATING A MORGANTOWN HOUSING ADVISORY COMMISSION.**

This Public Hearing was withdrawn per the Mayor.

**UNFINISHED BUSINESS:**

**AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION OF 13.40 ACRES:**  
The below entitled Ordinance was presented for second reading.

AN ORDINANCE TO PROVIDE THE ZONING CLASSIFICATION OF 13.40 ACRES, MORE OR LESS, OF ADDITIONAL TERRITORY THAT WAS ANNEXED INTO THE CITY OF

MORGANTOWN BY ORDINANCE 14-18 BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE PART OF THIS ORDINANCE AS IF THE SAME WAS FULLY SET FORTH HEREIN.

City Manager explained the purpose of the Zoning Ordinance. After discussion, motion by Ganz, second by Shamberger, to adopt the above entitled Ordinance. Motion carried 6-0.

**AN ORDINANCE AMENDING FY 2014-2015 GENERAL FUND BUDGET:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING FY 2014-2015 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

City Manager noted that this is a modification of the budget. Motion by Bane, second by Nugent, to adopt the above entitled Ordinance. Motion carried 6-0.

**AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW ARTICLE 160 TO ITS ADMINISTRATIVE CODE:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW ARTICLE 160 TO ITS ADMINISTRATIVE CODE CREATING A MORGANTOWN HOUSING ADVISORY COMMISSION. This Ordinance was withdrawn per the Mayor.

Councilor Bane mentioned concern on the procedure of taking this Ordinance off the Agenda this way. He noted that Council has never done this before. Councilor Nugent commented that there is a process to follow. City Manager explained that Councilor Kawecky had some minor modifications to make and requested that it be held up until the next Regular Council meeting. Councilor Nugent moved to postpone Public Hearing C and Unfinished Business C on the agenda to consider amendments and adoption of Article 169 at the next Regular Meeting. Second by Bane. After discussion, motion carried 6-0.

**BOARDS AND COMMISSIONS:** The City Clerk reminded Council of the openings pending on various Boards.

### **PUBLIC PORTION:**

Mayor Selin welcomed the WVU Political Science Class and Journalism class to the City Council meeting.

James Giuliani, 256 Prairie Avenue, thanked Council for considering the TIF legislation for Willey and Richwood. He mentioned a building in First Ward that is being built on Prairie and South High that he feels is not in compliance. He noted that he was in a meeting with WVU Representatives and found out that the Private Developers are willing to pay B&O; Fire Fees. He stated this is a real positive and the City should really look into this new development, and would be glad to help.

Dave Biafora, 6200 Mid-Atlantic Drive, noted that what Mr. Giuliani mentioned is the City billing B&O; Fire Fees to WVU Developers; that is what our law-suit is about. He stated that the City needs money to run the City for more services; whether the dollars come from Private Developer or Home Rule. He stated that it is too bad that we have to use our dollars to sue the City to do their job. He

suggested that the City needs to bill Private Developers for most people are not going to pay unless they are billed. He asked the City Manager on Property Tax I do believe the City gets around 10 percent? City Manager responded in stating, "Yes", around that percentage. He commented that other Cities are doing well financially this City should be also; but you must follow the rules and I am not going away any time soon. He brought up that the VFW project is a problem the building is to big; the City has lots of issues and needs to start playing right.

Dave Hopkinson, 313 Morgan Lane, Coopers Rock Foundation, presented to Council an amended Resolution and asked for their approval. He noted that the changes are in bold face on the second page of the Resolution He also stated the real reason to support this Resolution is for the health and quality of life and preservation of forestry.

**SPECIAL COMMITTEE REPORTS:** Councilor Ganz reported that she was part of a WVU committee related to the Tailgating at Van Voorhis the City Police, WVU Police and property owners came to a resolution. She stated that West Virginia University place more trash receptacles and more porta johns, Chief Ed Preston talked to property owners about doing the same. WVU worked with Fraternities and Sororities as well as other Student Life Groups to remind them of the legality of their behavior; and to act responsibly.

**NEW BUSINESS:**

**AN ORDINANCE AMENDING LEASE AGREEMENT BETWEEN CITY AND MERKOL AT AIRPORT:** The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND MERKOL, INC., (LESSEE) REGARDING RESTAURANT SPACE LOCATED AT THE MORGANTOWN MUNICIPAL AIRPORT.

After explanation from City Manager, motion by Shamberger, second by Bane, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

**AN ORDINANCE AMENDING 925.03 SETTING FORTH RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWERAGE SYSTEM OF THE CITY:** The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING SECTION 925.03 OF THE CITY OF MORGANTOWN'S STREETS, UTILITIES AND PUBLIC SERVICES CODE BY SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWERAGE SYSTEM OF THE CITY OF MORGANTOWN.

After explanation from City Manager Council suspended the rules to have Tim Ball, MUB Director, explain ordinance and answer questions. Motion by Nugent, second by Shamberger. Motion carried 6-0.

**AN ORDINANCE AMENDING SECTIONS 923.06 & 923.13 REGARDING INDUSTRIAL WASTES.** The below entitled Ordinance was presented for first reading.

AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTIONS 923.06 AND 923.13 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, AS THE SAME APPLIES TO INDUSTRIAL WASTES DISCHARGED INTO THE SEWER SYSTEM AND ANCILLARY SERVICES REGARDING INDUSTRIAL WASTES.

After explanation from City Manager. Motion by Nugent, second by Bane, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

**AN ORDINANCE AMENDING ARTICLE 1329.02.**The below entitled Ordinance was presented for first reading.

AN ORDINANCE AMENDING ARTICLE 1329.02 "DEFINITION OF TERMS" OF THE PLANNING AND ZONING CODE AS IT PERTAINS TO "OVERLAY DISTRICT."

After explanation from City Manager, Council suspended the rules to have the City Planner Chris Fletcher give more explanation of ordinance and answer questions. Motion by Shamberger, second by Fike, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

**AN ORDINANCE TO CREATE AN "AIRPORT OVERLAY DISTRICT".** The below entitled Ordinance was presented for first reading.

AN ORDINANCE TO CREATE AN "AIRPORT OVERLAY DISTRICT" THAT CONSIDERS SAFETY ISSUES AROUND THE MORGANTOWN MUNICIPAL AIRPORT (MGW) TO INCLUDE: RESTRICTING HEIGHTS OF ESTABLISHED USES, CONSTRUCTED STRUCTURES AND OBJECT OF NATURAL GROWTH WITH SAID OVERLAY DISTRICT; AND AMENDING THE OFFICIAL ZONING MAP BY ADOPTING AN OFFICIAL SUPPLEMENTARY AIRPORT OVERLAY DISTRICT ZONING MAP.

Motion by Shamberger, second by Ganz, to pass the above entitled Ordinance to second reading. Motion carried 6-0.

**RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE WV DIVISION OF MOTOR VEHICLES FOR GRANT FUNDS TO ENFORCE THE DUI AND UNDERAGE DRINKING LAWS OF OUR STATE.** The above entitled Resolution was presented for approval.

After explanation from City Manager, motion by Shamberger, second by Ganz, to adopt the above entitled Resolution. Motion carried 6-0.

**RESOLUTION IN SUPPORT OF RECREATION WITHIN THE FORKS OF SCOTT RUN-PISGAH PROJECT AT COOPERS ROCK STATE FOREST.** The above entitled Resolution was presented for approval.

Motion by Ganz, second by Shamberger, to adopt the above entitled Resolution. Motion carried 6-0.

**RESOLUTION TO BE KNOWN AND DESIGNATED AS THE "CITY OF MORGANTOWN REDEVELOPMENT DISTRICT NO. 4" (THE "TIF DISTRICT"), WHICH WILL BE SUBJECT TO A PUBLIC HEARING AND OTHER REQUIRED ACTIONS, THAT THE CITY WILL CONSIDER FOR APPROVAL THE TIF APPLICATION FOR THE CREATION OF THE TIF DISTRICT AND APPROVAL OF THE PROJECT PLAN(THE APPLICATION) AND, IF APPROVED, SUBMIT THE APPLICATION TO THE WV DEVELOPMENT OFFICE FOR CONSIDERATION AND OBTAIN ALL OTHER NECESSARY APPROVALS.** The above entitled Resolution was presented for approval.

After discussion, motion by Shamberger, second by Fike, to adopt the above entitled Ordinance to second reading. Motion carried 6-0.

**CITY MANAGER'S REPORT:**

**INFORMATION:**

**1. Edward Byrne Memorial Justice Assistance Grant**

City Manager informed Council that the Police Department was awarded a \$21,000 FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase personnel protection equipment for Police Officers. I appreciate the actions of the Police Department in looking and applying for grants to supplement funding of the department.

**2. Selection of City Auditor**

City Manager reported that the Audit Selection Committee rated and scored all applicants that provided proposal to perform the City Audit, and selected Tetrick & Bartlett, PLLC for the audit of financial statement for the year ending June 30, 2014.

**3. Update on Projects**

City Manager updated Council on the work Public Works Department repaired the stairs on North High Street and in reference to the Greenmont Pedestrian Bridge will be working with the DOH in developing a Scoping Meeting.

**NEW BUSINESS:**

**1. Airport Supplemental Funding**

Mr. Mikorski proposed to supplement Morgantown Airport by \$50,000 from the City's contingency fund and also recommended some ideas to increase enplanements to meet the 10,000 enplanement goal.

By consensus, Council agreed to supplement the Morgantown Airport by \$50,000.

**REPORT FROM CITY CLERK:** City Clerk, Linda Little, updated Council on two liquor license applications. Tin 202 located at 202 High Street and DOS Bros Cantina located at 350 High Street.

**REPORT FROM CITY ATTORNEY:** No Report

**REPORT FROM COUNCIL MEMBERS:**

Councilor Bane:	No Report
Councilor Kaweck:	Absent.
Councilor Nugent:	Councilor Nugent asked the City Manager if there was any update on the pedestrian

crosswalk at Fayette and Beechurst. The City manager noted that DOH is looking into how it can be more proficient and also a timeline of when that will happen. Councilor Nugent also inquired about the Don Knotts Star. He also encouraged the public to stop by the museum at 175 Kirk Street to take a look at the sports memorabilia from the surrounding schools. Councilor Nugent hopes that the open door policy continues with WVU in regards to the growth, traffic, and transportation in Morgantown. He also feels that the City is behind lacking communication with the public in regards to the Home Rule program. He feels the City should be communicating with the public in an open transparent fashion that informs the residents about the goals and aspirations for the City.

Councilor Shamberger:

Councilor Shamberger stated that she was excited about the Home Rule Program and noted that we need to be mindful that there is another part to it. She thanked all the friends at Woodburn that helped with the big cleanup. She also mentioned that the Safe Communities group is in the process of establishing work groups that will study different outlets in regards to safety issues. Councilor Shamberger also noted that they will be sending applications to seventh graders to compete in the West Virginia Municipal League competition. She also noted that there is a link on the BOPARC website in regards to opinions on a new recreation facility in Morgantown.

Councilor Fike:

Councilor Fike stated that the American Institute of Economic Research designated Morgantown as number 16 in the top 20 of college towns in the United States and was excited that they recognized the City on the resources we have to offer not the university. He noted we should be proud of this recognition.

Councilor Ganz:

Councilor Ganz announced that the Suncrest Neighborhood Association Meeting will be rescheduled to October 23<sup>rd</sup> at the Calvary Baptist Church. She noted that Damien Davis, City Engineer, Interim Public Works Director, will be there to talk about cut through streets. Councilor Ganz also clarified on how Fire Services are funded. She also thanked President

Gee for announcing that one of his President Leadership goals is to commit to our community. Councilor Ganz noted that she is looking forward to opportunities to meet with President Gee and staff and also commit to resolving some of the unintended consequences of growth.

Mayor Selin:

Mayor Selin stated that 600 people showed up Sunday at the Botanical Garden which hosted the Fall Children's Festival. She announced that there was a MAC Art show currently in progress and encouraged the public to attend and also mention the History Museum Exhibit "Hometown Exhibit". She noted the subject of public participation in the aspect as having our citizen's part of the decision making; and mentioned the Free Flow Hydro Power Plant meeting this evening at 7pm. She then reminded Council of the Greenbag Road Corridor Meeting at Marilla on 10-14 from 4 pm to 7pm.

**ADJOURNMENT:** There being no further items of business or discussion, the meeting adjourned by unanimous consent at 5:20 p.m.

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

\_\_\_\_\_  
Mayor

\*A FULL TRANSCRIPT OF ALL COUNCIL MEETINGS IS AVAILABLE ON DVD AT THE MORGANTOWN CITY LIBRARY.



Office of the City Manager

# The City of Morgantown

City Manager  
Jeff Mikorski, ICMA-CM  
389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505  
(304) 284-7405 FAX: (304) 284-7430  
www.morgantownwv.gov

## City Manager's Report for City Council Meeting on October 21, 2014

### New Business

#### 1. Morgantown Police and Fire Annual Pension Fund Reports

As seen in the attached memo from Finance Director, J.R. Sabatelli, the 2014 annual reports for the Police and Fire Pension Funds are attached for approval by City Council. The reports are necessary to allow the State to release the insurance tax allocation that gets placed into the Pension Funds. As of June 30, 2014 the valuations are:

Policemen's Pension Fund	\$14,427,833
Firemen's Pension Fund	\$11,447,092

I have reviewed the reports and recommend City Council to approve the pension reports.

#### 2. Salt purchase for 2014

Last winter the City of Morgantown expended approximately 2,800 tons of salt on the City streets, nearly depleting the supply of salt on-hand. Salt bids were advertised earlier in the year, and the City of Morgantown received responses from three salt companies, two of which provided a "No Bid" response. The lone bidder with prices was Cargill Salt who bid on our "Option 2" Magnesium-chloride treated salt at a rate of \$99.97/ton, an increase of \$26/ton from last year. We are purchasing 1,500 tons of the treated salt for a total of \$149,955. I recommend City Council approve the purchase of 1,500 tons of treated salt from Gargill Salt Company for a total of \$149,955.00.

If you recall, in the August 5, 2014 Council meeting we added additional funds to the snow treatment line to cover the expected high cost of salt this year.

Jeff Mikorski ICMA-CM,  
Morgantown City Manager

# City of Morgantown

## Finance Department

389 Spruce Street

Morgantown, WV 26505

Phone (304) 284-7407/Fax 7418

# MEMO

**DATE:** October 13, 2014

**TO:** Jeff Mikorski, ICMA-CM, City Manager

**FROM:** J.R. Sabatelli, CPA, Finance Director 

**RE:** FY14 Annual Reports of Police & Fire Pension Funds

Attached are copies of the Annual Reports for the fiscal year ended June 30, 2014 for the Morgantown Police and Fire Pension Funds required by the WV Municipal Pensions Oversight Board. Please include this item on the agenda for the October 21<sup>st</sup> City Council meeting as part of your City Manager's report. Once Council approves the reports, we will be able to make requests for the State's insurance tax allocation.

The most recent actuarial valuation is the 7/1/11 valuation. Pension fund balances have changed as follows:

	<u>FY12</u>	<u>FY13</u>	<u>FY14</u>
Policemen's Pension	\$12,779,244	\$12,600,466	\$14,427,833
Firemen's Pension	\$10,106,257	\$10,083,656	\$11,447,092

The funded ratio for the two plans decreased from the previous actuarial valuation as follows:

	<u>7/1/09</u>	<u>7/1/10</u>	<u>7/1/11</u>
Policemen's Pension	29.33%	31.79%	28.37%
Firemen's Pension	29.19%	31.48%	28.61%

Please let me know if you have any questions or need additional information.

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Pension Fund Morgantown Policemen's Pension & Relief Fund

Treasurer Joseph R. Sabatelli, Finance Director

Municipality City of Morgantown, West Virginia

Fiscal Year (July 1 - June 30) July 1, 2013 - June 30, 2014

Actuarial Funding Method

<input type="checkbox"/>	Standard Funding Method
<input type="checkbox"/>	Optional Funding Method
<input checked="" type="checkbox"/>	Alternative Funding Method (107%)
<input type="checkbox"/>	% Necessary to Maintain Plan Solvency for 15 Years
<input type="checkbox"/>	Conservation Funding Method

PART I		Item	Amount
<b>Beginning Fair Value of Pension Plan</b>		<b>July 1</b>	<b>\$ 12,600,465.97</b>
<b>I. Revenue During Fiscal Year</b>			
<b>1. Employee Contributions for employees hired prior to Jan. 1, 2010</b>	<b>Percent of Gross Salary</b>	<b>7.00%</b>	
<i>Total amounts contributed by employees or withheld from their salaries</i>			\$ 209,039.14
<b>2. Employee Contributions for employees hired on or after Jan. 1, 2010</b>	<b>Percent of Gross Salary</b>	<b>9.50%</b>	
<i>Total amounts contributed by employees or withheld from their salaries</i>			\$ 51,742.54
<b>3. Employee Contributions for Plans utilizing the Conservation Funding Method</b>	<b>Percent of Gross Salary</b>	<b>1.50%</b>	
<i>Total amounts contributed by employees or withheld from their salaries</i>			\$ -
<b>4. Government Contributions</b>			
<b>a. From Parent Local Government</b>			
<i>Required employer contributions from your municipality</i>			\$ 673,623.67
<b>b. Additional employer contributions from your municipality</b>			
			\$ 0.33
<b>c. From State Government</b>			
<i>Municipal Pensions Oversight Board (premium surcharges on life and casualty insurance)</i>			\$ 1,384,890.85
<b>5. Earnings on Investments</b>			
<b>a. Net Appreciation/(Depreciation) of Fair Value of Investments</b>			\$ 560,160.67
<b>b. Bond Interest</b>			\$ 124,705.24
<b>c. Dividends</b>			\$ 143,197.20
<b>d. Net Realized Gain (Loss) on Sale or Exchange of Assets</b>			\$ 718,302.24
<b>e. Other</b>			\$ -
<b>f. Less Investment Expense</b>			\$ (118,187.63)
<b>Net Investment Income</b>			\$ 1,428,177.72
<b>6. All Other Revenues</b>			
<i>Please Specify</i>			
<b>Total Revenues</b>			<b>\$ 3,747,474.25</b>
<i>The sum of items I.1. through I.6.</i>			

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Item	Amount	
<b>II Expenditures During Fiscal Year</b> <small>Does not include Investment Expenses, see 1.5 f. on first page</small>		
<b>1. Benefits Paid</b> <small>Retirement, disability, survivor and any other benefits</small>	\$ 1,896,160.17	
<b>2. Withdrawals</b> <small>Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment</small>	\$ 22,671.85	
<b>3. Other Payments</b> <small>Administrative expenses and other costs or payments non representing benefit payments or withdrawals</small>		
<b>a. Administration</b> <small>Municipal administration fees</small>	\$ -	
<b>b. Other</b> <small>Example: Pension Secretary expenses, Rent, etc.</small>	\$ 1,275.00	
<b>Total Expenditures</b> <small>The sum of Items II.1. through II 3.b</small>	<b>\$ 1,920,107.02</b>	
<b>Net Income/(Loss)</b>	<b>\$ 1,827,367.23</b>	
<b>Ending Fair Value of the Pension Plan</b> <span style="float: right;"><b>June 30</b></span>	<b>\$ 14,427,833.20</b>	
<b>III Asset Allocation at End of Fiscal Year</b>		
<b>1. Cash and Short-Term Investments</b>	<b>Percent of Total Assets 13.37%</b>	
<small>Institution or Money Manager</small>	<small>Type of Account</small>	
<small>Fair Value</small>		
a. Huntington Bank	Checking	\$ 281,132.85
b.	Non-Interest Bearing	\$ -
c. Morgan Stanley	Savings or Money Market Account	\$ 1,647,655.19
d.	Certificates of Deposit	\$ -
e.	Re-Purchase Agreements	\$ -
	<small>Fair Value</small>	
<b>Total Cash and Short-Term Investments</b> <small>The sum of items 1.a. through 1.e.</small>	<b>\$ 1,928,788.04</b>	
<b>2. Government Securities</b>	<b>Percent of Total Assets 13.70%</b>	
<small>Institution or Money Manager</small>	<small>Type of Account</small>	
<small>Fair Value</small>		
a. Morgan Stanley	Treasury Notes and Bonds	\$ 1,976,655.59
b.	State and Municipal Bonds	\$ -
c.	Mutual Funds (Government Bonds)	\$ -
	<small>Fair Value</small>	
<b>Total Government Securities (at fair value)</b> <small>The sum of items 2.a. through 2.c.</small>	<b>\$ 1,976,655.59</b>	
<b>3. Corporate Bonds</b>	<b>Percent of Total Assets 21.54%</b>	
<small>Institution or Money Manager</small>	<small>Type of Account</small>	
<small>Fair Value</small>		
a. Morgan Stanley	Bonds	\$ 3,107,183.10
b.	Mortgage-backed Securities	\$ -
c.	Debentures	\$ -
d.	Mutual Funds (Corporate Bonds)	\$ -
	<small>Fair Value</small>	
<b>Total Corporate Bonds (at fair value)</b> <small>The sum of items 3.a. through 3.d.</small>	<b>\$ 3,107,183.10</b>	
<b>4. Corporate Stocks</b>	<b>Percent of Total Assets 51.40%</b>	

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Institution or Money Manager	Type of Account	Fair Value
a. Morgan Stanley	Individual Stocks Held	\$ 7,415,206.47
b.	Mutual Fund Shares (Equities)	
		<b>Fair Value</b>
<b>Total Corporate Stocks (at fair value)</b>	<i>(the sum of items 4 a. through 4 b.)</i>	<b>\$ 7,415,206.47</b>
<b>Total Assets</b>		<b>\$ 14,427,833.20</b>

**PART II**

**Membership and Beneficiaries**

\* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.

\*\* Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipients to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to December 1st of each year.

Item	Avg. Monthly #
<b>I. Members of your Pension Fund</b>	
<i>Exclude Beneficiaries</i>	
<b>1. Active Members</b>	<b>63.67</b>
<i>Current number of employees contributing to the pension fund.</i>	
<b>2. Inactive Members</b>	<b>1.00</b>
<i>Non-active vested members and employees on extended leave without pay.</i>	
<b>II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year</b>	
<b>1. Retirees</b>	<b>42.50</b>
<b>2. Disability Retirees</b>	<b>8.00</b>
<i>Includes the new applications approved during reporting period.</i>	
<b>a. Number of Disability Applications received during the fiscal year</b>	<b>0.00</b>
<b>b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details</b>	
<b>( 1.) Disability Applications Approved during Fiscal Year</b>	<b>0.00</b>
<b>( 2.) Disability Applications Denied during Fiscal Year</b>	<b>0.00</b>
<b>3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund</b>	<b>12.56%</b>
<b>4. Survivors (of Deceased Members) Drawing Benefits</b>	<b>8.67</b>

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

**Pension Fund** Morgantown Firemen's Pension & Relief Fund

**Treasurer** Joseph R. Sabatelli, Finance Director

**Municipality** City of Morgantown, West Virginia

**Fiscal Year (July 1 - June 30)** July 1, 2013 - June 30, 2014

**Actuarial Funding Method**

<input type="checkbox"/>	Standard Funding Method
<input type="checkbox"/>	Optional Funding Method
<input checked="" type="checkbox"/>	Alternative Funding Method (107%)
<input type="checkbox"/>	% Necessary to Maintain Plan Solvency for 15 Years
<input type="checkbox"/>	Conservation Funding Method

PART I		Item	Amount
<b>Beginning Fair Value of Pension Plan</b>		<b>July 1</b>	<b>\$ 10,083,655.60</b>
<b>I. Revenue During Fiscal Year</b>			
<b>1. Employee Contributions for employees hired prior to Jan. 1, 2010</b>	<b>Percent of Gross Salary</b>	<b>7.00%</b>	
<i>Total amounts contributed by employees or withheld from their salaries</i>			<b>\$ 136,295.51</b>
<b>2. Employee Contributions for employees hired on or after Jan. 1, 2010</b>	<b>Percent of Gross Salary</b>	<b>9.50%</b>	
<i>Total amounts contributed by employees or withheld from their salaries</i>			<b>\$ 47,248.43</b>
<b>3. Employee Contributions for Plans utilizing the Conservation Funding Method</b>	<b>Percent of Gross Salary</b>	<b>1.50%</b>	
<i>Total amounts contributed by employees or withheld from their salaries</i>			<b>\$ -</b>
<b>4. Government Contributions</b>			
<b>a. From Parent Local Government</b>			
<i>Required employer contributions from your municipality</i>			<b>\$ 546,859.20</b>
<b>b. Additional employer contributions from your municipality</b>			
			<b>\$ 31,470.80</b>
<b>c. From State Government</b>			
<i>Municipal Pensions Oversight Board (premium surcharges on fire and casualty insurance)</i>			<b>\$ 899,245.29</b>
<b>5. Earnings on Investments</b>			
<b>a. Net Appreciation/(Depreciation) of Fair Value of Investments</b>			<b>\$ 466,576.88</b>
<b>b. Bond Interest</b>			<b>\$ 111,227.42</b>
<b>c. Dividends</b>			<b>\$ 102,514.81</b>
<b>d. Net Realized Gain (Loss) on Sale or Exchange of Assets</b>			<b>\$ 575,286.32</b>
<b>e. Other</b>			<b>\$ 151.02</b>
<b>f. Less Investment Expense</b>			<b>\$ (95,378.36)</b>
<b>Net Investment Income</b>			<b>\$ 1,160,378.09</b>
<b>6. All Other Revenues</b>			
<i>Please Specify</i>			
<b>Total Revenues</b>			<b>\$ 2,821,497.32</b>
<i>The sum of Items I.1. through I.6.</i>			

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Item		Amount
<b>II Expenditures During Fiscal Year</b> <small>Does not include Investment Expenses. see I 5 I on first page</small>		
1. Benefits Paid	<small>Retirement, disability, survivor and any other benefits</small>	\$ 1,408,587.57
2. Withdrawals	<small>Amount paid to employees or former employees or their survivors, representing return of contributions made by employees during the period of their employment</small>	\$ 47,548.39
3. Other Payments	<small>Administrative expenses and other costs or payments non representing benefit payments or withdrawals</small>	
a. Administration	<small>Municipal administration fees</small>	\$ -
b. Other	<small>Example: Pension Secretary expenses, Rent, etc</small>	\$ 1,924.64
<b>Total Expenditures</b>	<small>The sum of Items II.1. through II.3.b.</small>	\$ 1,458,060.60
<b>Net Income/(Loss)</b>		\$ 1,363,436.72
<b>Ending Fair Value of the Pension Plan</b>	<b>June 30</b>	\$ 11,447,092.32
<b>III Asset Allocation at End of Fiscal Year</b>		
1. Cash and Short-Term Investments	Percent of Total Assets	11.92%
	Institution or Money Manager	Type of Account
		Fair Value
a. Huntington Bank	Checking	\$ 212,914.39
b.	Non-Interest Bearing	\$ -
c. Morgan Stanley	Savings or Money Market Account	\$ 1,151,625.32
d.	Certificates of Deposit	\$ -
e.	Re-Purchase Agreements	\$ -
		Fair Value
<b>Total Cash and Short-Term Investments</b>	<small>The sum of Items 1 a. through 1 e.</small>	\$ 1,364,539.71
2. Government Securities	Percent of Total Assets	14.22%
	Institution or Money Manager	Type of Account
		Fair Value
a. Morgan Stanley	Treasury Notes and Bonds	\$ 1,627,473.77
b.	State and Municipal Bonds	\$ -
c.	Mutual Funds (Government Bonds)	\$ -
		Fair Value
<b>Total Government Securities (at fair value)</b>	<small>The sum of Items 2 a. through 2 c.</small>	\$ 1,627,473.77
3. Corporate Bonds	Percent of Total Assets	21.29%
	Institution or Money Manager	Type of Account
		Fair Value
a. Morgan Stanley	Bonds	\$ 2,436,955.85
b.	Mortgage-backed Securities	\$ -
c.	Debentures	\$ -
d.	Mutual Funds (Corporate Bonds)	\$ -
		Fair Value
<b>Total Corporate Bonds (at fair value)</b>	<small>The sum of Items 3 a. through 3 d.</small>	\$ 2,436,955.85
4. Corporate Stocks	Percent of Total Assets	52.57%

**Annual Report of Policemen's and Firemen's Pension and Relief Funds  
to the Municipal Pensions Oversight Board  
as required by WV Code §8-22-19(d)(1)(B) and §8-22-22a(a)**

Institution or Money Manager	Type of Account	Fair Value	
a. Morgan Stanley	Individual Stocks Held	\$ 6,018,122.99	
b.	Mutual Fund Shares (Equities)	\$	
			<b>Fair Value</b>
<b>Total Corporate Stocks (at fair value)</b>	The sum of items 4 a. through 4 b.		<b>\$ 6,018,122.99</b>
<b>Total Assets</b>			<b>\$ 11,447,092.32</b>

PART II		
Membership and Beneficiaries		
<p>* Please report the figures requested below, for the fiscal year reported on page 1. To figure the Average Monthly Number of Persons, add figures for each month and divide by 12. Please round to two decimal places. An employee must have been paid for 100 hours in any month to be included in that month.</p> <p>** Please report the total number of disability applications received during the fiscal year, the status of each application at the end of the fiscal year, the total applications granted and denied, and the percentage of disability benefit recipients to the total number of active members of the fund. This requirement satisfies §8-22-23a(a) of the WV Code if the report is submitted to the Municipal Pensions Oversight Board prior to December 31st of each year.</p>		
Item		Avg. Monthly #
<b>I. Members of your Pension Fund</b> <i>Exclude Beneficiaries</i>		
1. Active Members	Current number of employees contributing to the pension fund	47.83
2. Inactive Members	Non active vested members and employees on extended leave without pay	0.00
<b>II. Beneficiaries Receiving Periodic Benefit Payments During Fiscal Year</b>		
1. Retirees		35.33
2. Disability Retirees	Includes the new applications approved during reporting period	2.00
a. Number of Disability Applications received during the fiscal year		0.00
b. Status of each Disability Application at end of fiscal year - please attach separate sheet with details		
( 1.) Disability Applications Approved during Fiscal Year		0.00
( 2.) Disability Applications Denied during Fiscal Year		0.00
3. Percentage of Disability Benefit Recipients to the Total of Active Members in the fund		4.18%
4. Survivors (of Deceased Members) Drawing Benefits		15.25

# Memo

## City of Morgantown

### Public Works Department

**To:** Jeff, City Manager

**From:** Damien Davis, Interim Public Works Director and City Engineer *JDD*

**Subject:** Salt Bid – Bid Call 2015-01

**Date:** September 16, 2014

Salt bids were opened at 2:00pm on August 21, 2014. The results are as follows: (the total cost is based on 1,500 tons for the City of Morgantown)

<b>VENDOR</b>	<b>UNIT PRICE (Option 1)</b>	<b>UNIT PRICE (Option 2)</b>	<b>COST (Option 1)</b>	<b>COST (Option 2)</b>
Cargill Salt	No Bid	\$99.97/ton	No Bid	\$149,955.00
Morton Salt	No Bid	No Bid	No Bid	No Bid
Compass Minerals	No Bid	No Bid	No Bid	No Bid

## BOARDS AND COMMISSIONS - TERMS EXPIRED AND CURRENT VACANCIES

### BOARD OF ZONING APPEALS:

Bernie Bossio and George Papandreas terms expire on 12/31/14. The applicants we received did not comply with State Code. Bernie Bossio does not wish to continue to serve and I am requesting Council's help in finding applicants. George wants to continue, since there are no applicants Council does not have to interview; just reappoint. Resident appointed by CC – 5 members.

### FIRE CIVIL SERVICE:

Dan Hursh e-mailed that he must resign due to personal reasons. We are looking for a new Commissioner administratively. This is a City Manager appointment.

### MUB BOARD:

Ron Banes term expires November 14, 2014. Tim Ball per attached memo respectfully recommends Ron Bane be re-appointed at the 10-21-14 meeting. 2 appt. reside in Mon. County. 3 residents of City.

### PLANNING COMMISSION:

Sam Loretta, First Ward Member and Tim Stranko, Second Ward Member terms expire on 12/31/2014. All wish to continue to serve. There were no applicants; Council will reappoint. Nominated by CM on recommendation by CC.

### URBAN LANDSCAPE:

Nicole Panaccione, Fourth Ward and Jerry Steketee, Seventh Ward are resigning terms expired on 7/1/2014. Attached are two applications for Council review for 7<sup>th</sup> ward: Joe Morris and Julie Cryser. (See attached Info.) Nominated by CM, one from each WD, 13 members with staggered terms and 1 Councilor.

### TRAFFIC COMMISSION:

Bob Jones, First Ward Member resigned and we need to find a replacement. Am asking Councilor Bane to check in his ward before; advertising for candidates. Residents appointed by Council, must represent specific categories

**\*POLICE & FIRE CIVIL SERVICE COMMISSIONS: NEW PRESIDENTS APPOINTED IN JANUARY.**

*\*Information for Boards and Commissions vacancies are placed in the Dominion Post, are advertised on the City's Government Station Channel 15, and are posted at the Library and also information is on the City's Web Page.*

*\*Council decided on 3-21-06 by unanimous consent that if there is only one candidate for Boards & Commissions, that they will not interview; the City Clerk will check with Council before scheduling a Special Meeting.*

*\*BZA and Planning Commission term expirations are advertised in October and interviews must be completed by December per State Law.*

10/14/14

**MEMORANDUM**

**TO:** City Council  
Jeff Mikorski, City Manager

**FROM:** Timothy L. Ball, General Manager, MUB *TJB*

**DATE:** October 15, 2014

**SUBJECT: MUB BOARD**  
**Re-APPOINTMENT OF RON BANE**

At its meeting on October 14, 2014, the MUB Board members directed that the following recommendation should be forwarded to City Council, as the Council members consider their selection of an appointee to fill the soon to expire term for the MUB Board Vice-President, Ron Bane.

**The MUB Board respectfully recommends that Ron Bane be re-appointed to a full 5 year term on the Board.**

## Request Details

# Request #29597 : Volunteer for City Boards and Commissions

<p><b>What is your work telephone number?</b></p> <p><b>Are you a Morgantown resident?</b> Yes</p> <p><b>If Yes, how many years have you lived in the City of Morgantown?</b> 1</p> <p><b>In which City Ward do you live?</b> Seventh</p> <p><b>Who is your employer? (If retired, answer "retired")</b> Pearson</p> <p><b>What type of business are, or were, you employed in?</b> Reporter for financial news service</p> <p><b>What is your job description?</b></p> <p><b>Do you have any professional certifications or licenses?</b> No</p> <p><b>Do you have any pertinent special interests?</b> I am a candidate in the Monongalia County extension service's master gardener program</p> <p><b>On which commission(s) are you interested in serving?</b> Urban Landscape Commission</p>	<p style="text-align: right;">Active ▼</p> <p>Priority: Normal ▼</p> <p>Received: 9/29/2014 at 3:15 PM</p> <p>Source of Request: Anon Online by Anonymous</p> <p>Assigned To: Devon Milam Reassign</p> <p>Associated To: Anonymous Reassociate</p> <p>Est. Completion: <input type="text" value="10/6/2014"/></p> <p>Actual Completion: <input type="text"/></p> <p style="text-align: center;"> <input type="button" value="Update"/> <input type="button" value="Complete"/> <input type="button" value="Cancel"/> <input type="button" value="Print"/> </p>
<p><b>Staff Activities</b></p> <p>Add New <span style="float: right;">Sort</span></p>	<p><b>Citizen Information</b></p> <p>Joe Morris 532 Meridan St. 532 Meridan St Morgantown, WV 26505 3045424242 morris19@gmail.com</p>
<p><b>Public Activities</b></p> <p>Add New <span style="float: right;">Sort</span></p> <p>Request was successfully submitted. by EXEC EXEC on 9/29/2014 at 3:16 PM</p>	<p><b>Preferred Response Method:</b> E-Mail</p>
<p><b>Attachments</b></p> <p>Add New</p>	<p><b>Communication</b></p> <p>Select Communication Template</p> <p>Standard ▼</p> <p><input type="button" value="Print Letter"/></p> <p><a href="#">View Email Text</a></p>

# Julie Cryser

6 Fligel St. • Morgantown, W.Va. 26505 • Phone: 304-599-1077 or 304-276-1929 • E-Mail: julie.cryser@mail.wvu.edu

## Experience

### WVU Davis College of Agriculture,

### Natural Resources, and Design, Director of Development

Jan. 3, 2012 to present

- Manage the development operations for a more than 2,000 student body college, the third largest college within West Virginia University, a more than 25,000 student university.
- Developed an aggressive comprehensive campaign goal of \$16.75 million to be completed by Dec. 31, 2015.
- Made more than \$500,000 in major gifts asks since January 2012; earned more than \$250,000 in gifts since January 2012; and have more than \$500,000 in additional proposals developed since January 2012.
- Developed and launched the college's first annual fund campaign since 2009.
- Write comprehensive major gift proposals and grants and work extensively with faculty and directors to cultivate donors.
- Create development goals and objectives and prepare major gift strategies.
- Increased the college's donor portfolio from 30 to 50 since January 2012.
- Develop stewardship and cultivation programs, working closely with five division directors, a communication team, and academic affairs.
- Prepare and oversee development office budget.
- Develop an aggressive travel schedule, with an average of 12 travel days per month and having had more than 40 face-to-face contacts since January 2012 and more than 75 milestone contacts.
- Work closely with program directors, faculty and staff to understand development needs and create strategies.
- Oversee expenditures of private funds. Proficient in the use of Blackbaud Raiser's Edge and Financial Edge.
- Manage all donor communications and work with a three-member communications team to coordinate all development communications.
- Create all donor reports and direct communications.
- Oversee all development operations.

### WVU Extension Service, Director of Development

May 15, 2006 to Jan. 2, 2012

#### Development

- Coordinated major gifts program and annual fund program for WVU Extension Service, with offices in all 55 WV counties and more than 450 employees, and the West Virginia 4-H program, with more than 65,000 program participants statewide.
- Secured major gifts of \$25,000 or more from portfolio of nearly 140 constituents. Increased giving from \$250,000 during FY 2005-06 to more than \$1.5 million annually, with attainment topping \$2 million in FY 09 and total production topping \$6 million in five years.
- Prepared major gift strategies. Created development goals and objectives.
- Served as liaison and consultant for more than 25 county 4-H foundations. Developed strong philanthropic relationships with individuals, corporations and foundations.
- Developed stewardship programs. Prepared and oversaw development office budget. Developed an aggressive travel schedule, with an average of 12 travel days per month and more than 175 personal milestone contacts per year.
- Worked closely with program leaders, faculty and staff to understand development needs and create strategies. Directed and evaluated development staff and set annual goals. Met and exceeded performance baselines and goals.
- Developed annual thank-a-thon. Oversaw expenditures of private funds. Proficient in the use of Blackbaud Raiser's Edge and Financial Edge. Conducted development training programs for county staff.

- Coordinated all public relations, including press releases, press events and story pitches, which resulted in placements in USA TODAY, American Journalism Review and other regional and national publications.
- Oversaw redesign of alumni magazine, as well as developed story content and wrote, reported and edited the magazine.
- Coordinated all special events and alumni relations programs.
- Developed minority recruitment plan and brochures.
- Developed and coordinated yearly marketing calendar.
- Coordinated innovative online Journalism 101 course for high school recruitment and developed high school recruitment and marketing program.
- Developed total integrated marketing system. Managed marketing and development budget.
- Wrote, edited and coordinated development of all other marketing materials. Wrote, developed and coordinated Web site content.

C&C Group, LLC, Morgantown, W. Va.  
Development Director, Partner

January 2005 to December 2006

- Partner in integrated marketing communications firm that specialized in nonprofit consulting and marketing. Developed marketing campaign and collateral materials and helped launch The Community Foundation of North Central West Virginia Inc. Consulted with nonprofits on marketing and fundraising, including annual fund and major gifts. Developed collateral materials and marketing strategies for small for-profit firms, including healthcare companies. Developed marketing materials from complex medical and policy information.

Pittsburgh Tribune-Review, Pittsburgh, Pa.,  
Interim Day City Editor/Assistant City Editor

November 1999 to August 2001

- Trained reporters, from developing story ideas to time management. Developed training budget. Developed newsroom seminars and training programs. Assigned and edited daily copy. Coached reporters. Managed day-to-day operations of 20-plus staff. Served as assistant city editor in charge of health, education, transportation and general assignment reporters. Edited a nationally (National Hispanic Writers Association award winner) and regionally recognized series of stories on the struggles of a 5-year-old brain cancer patient and her family.

Exponent-Telegram Clarksburg, W.Va.,  
Assistant Managing Editor/City Editor/Newsroom Trainer

August 1997 to October 1999

- Edited and coached reporters. Designed training programs and conducted one-on-one sessions with reporters. Coordinated newsroom seminars with outside trainers. Developed newsroom writing goals, budgets. Assigned daily stories and worked with reporters on developing enterprise packages, as well as daily management of 10-plus staff.

Charleston Gazette, Charleston, W.Va., Business Editor

August 1995 to August 1997

## Accomplishments

November 2008: Named Unit Award of Excellence winner during the WVU Extension Service Annual Conference and Awards Program.

August 2000/Pittsburgh Tribune Review: Coordinated training program with Karen Brown Dunlap, head of the Poynter Institute for Media Studies, a prestigious journalism think tank and training facility in St. Petersburg, Fla.

July 2000/ The Poynter Institute for Media Studies: Coached writers on meeting coverage and writing experiential narratives for two days during Poynter's summer fellowship program.

Spring 1999, 2000 and 2001/Freedom Forum Newsroom Training Seminar: One of 30 editors/newsroom trainers selected from national pool to attend training sessions held in San Francisco.

Summer 1999/Poynter Institute for Media Studies, St. Petersburg, Fla.: One of 24 educators and newsroom managers selected nationally to attend a Competence in the Newsroom Seminar.

Summer 1999,1998/Clarksburg Exponent-Telegram: Newspaper named West Virginia Press Association's Newspaper of Excellence for 15,000 to 25,000 circulation. Part of a three-member management team brought in to revamp the paper.

Summer 1997/ American Press Institute Seminar for Business Editors, Reston, Va. One of only 20 business editors selected from the U.S. to attend.

Summer 1995/ Knight Fellowship for Business Writers, University of Maryland, College Park, Md.

Summer 1993/Poynter Institute for Media Studies, St. Petersburg, Fla.: One of 16 people nationally accepted to six-week fellowship for reporters and young writers.

1992/West Virginia University: Selected as Outstanding News-Editorial and Outstanding Journalism Student.

## *References*

Christine Martin  
Vice President, University Relations  
West Virginia University  
3<sup>rd</sup> Floor, Stewart Hall  
PO Box 6686  
Morgantown, WV 26506  
304-293-3857

Steven C. Bonanno  
Interim Director  
WVU Extension Service  
8<sup>th</sup> Floor, Knapp Hall  
Morgantown, WV 26506-6031  
scbonanno@mail.wvu.edu  
304-293-5691

**AN ORDINANCE BY THE CITY OF MORGANTOWN ADDING A NEW ARTICLE 160 TO ITS ADMINISTRATIVE CODE CREATING A MORGANTOWN HOUSING ADVISORY COMMISSION.**

The City of Morgantown hereby ordains that a new Article 160 is added to its Administrative Code which reads as follows:

**ARTICLE 160  
Housing Advisory Commission**

**160.01 ESTABLISHED.**

There is hereby established a Housing Advisory Commission for the City.

**160.02 PURPOSE AND DUTIES.**

The function of the Housing Advisory Commission is to:

1. Serve as the medium for citizen advice and comment on housing issues.
2. Provide advocacy for establishing and maintaining diversity in affordable equitable & accessible housing types and opportunities.
3. Encourage and strengthen collaborative planning and communications between public and private housing sectors.
4. Review, consider, and make recommendations to the City Manager and City Council on all aspects that affect public and private housing.
5. Research and discuss housing trends and ideas and make recommendations to the City Manager and City Council regarding housing policy and ordinances.
6. Sponsor educational programs on owner and non-owner occupied housing.

**160.03 MEMBERSHIP.**

The Housing Advisory Commission shall consist of twelve members who shall be appointed by Morgantown City Council as follows:

One member from West Virginia University's Off-Campus Housing office;

One member from West Virginia University's Office of Student Legal Services;

One member from West Virginia University's Student Government;

One member from West Virginia Fair Housing Network;

One member being a licensed real estate representative;

Two members representing the Morgantown Landlord Association;

One member being a President of a Neighborhood Association representing the Neighborhood Coordinating council;

One at large member who shall be a resident of the City of Morgantown; and

There shall be three ex-officio/non-voting members of the Commission as follows:

One City Council member;

One City of Morgantown Building Code Official; and

One City of Morgantown Fire Marshal's office representative

All voting members of the Commission, except for the WVU Student Government representative, shall be residents of the City of Morgantown. All members shall serve without compensation.

#### 160.04 TERMS OF OFFICE.

All members of the Commission, except for the WVU Student Government representative and the Neighborhood Coordinating Council, shall serve a three-year term. The WVU Student Government representative and Neighborhood Coordinating Council representative shall serve a one-year term.

#### 160.05 OFFICERS.

The Housing Advisory Commission shall meet as often as it may deem necessary, upon call of the chairperson. All meetings will be subject to the West Virginia Open Governmental Proceedings Act.

#### 160.06 MEETINGS.

The Housing Advisory Commission shall meet as often as it may deem necessary, upon call of the chairperson. All meetings will be subject to the West Virginia Open Governmental Proceedings Act.

#### 160.07 WRITTEN REPORTS.

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

This Ordinance shall be effective upon date of adoption.

FIRST READING:

\_\_\_\_\_  
MAYOR

ADOPTED:

FILED:

\_\_\_\_\_  
CITY CLERK

RECORDED:

**AN ORDINANCE AMENDING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF MORGANTOWN (LESSOR) AND MERKOL, INC. (LESSEE) REGARDING RESTAURANT SPACE LOCATED AT THE MORGANTOWN MUNICIPAL AIRPORT.**

WHEREAS, by Ordinance adopted on August 5, 2014, Morgantown City Council approved a lease agreement between the City and Merkol, Inc., and authorized its City Manager to execute the same;

WHEREAS, Merkol, Inc. thereafter, approached City Administration and requested that the lease agreement be amended so as to extend the potential term of the lease from ten (10) to twenty (20) years;

WHEREAS, City Administration has recommended to Morgantown City Council that it approve the amended lease agreement hereto attached;

WHEREAS, Morgantown City Council is of the opinion that it is in the best interest of the City to approve the amended lease agreement, as presented.

NOW, THEREFORE, the City of Morgantown hereby ordains that the amended lease agreement, hereto attached with deleted matter struck through and new matter underlined, is approved and the City Manager is authorized to execute the same by and on behalf of the City of Morgantown.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

\_\_\_\_\_  
MAYOR

ADOPTED:

FILED:

\_\_\_\_\_  
CITY CLERK

RECORDED:

## RESTAURANT LEASE AGREEMENT

### CITY OF MORGANTOWN MORGANTOWN MUNICIPAL AIRPORT MORGANTOWN, WEST VIRGINIA

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between THE CITY OF MORGANTOWN, 389 SPRUCE STREET, MORGANTOWN, WEST VIRGINIA, 26505, a municipal corporation, hereinafter referred to as the "CITY", and MERKOL, INC., a West Virginia corporation, hereinafter referred to as the "LESSEE".

WHEREAS, the "CITY", owns, controls, and operates an airport known as the MORGANTOWN MUNICIPAL AIRPORT, hereinafter referred to as "AIRPORT", located in the City of Morgantown, Monongalia County, West Virginia; and

WHEREAS, the "LESSEE" has submitted a proposal to the "CITY", which the Morgantown City Manager, on behalf of the "CITY", after careful evaluation, desires to accept, thereby granting to the "LESSEE", the right, privilege, and obligation to operate the aforesaid restaurant, as described and limited by the terms and conditions contained herein.

NOW THEREFORE, the "CITY", and the "LESSEE", hereby mutually agree, each for itself, and for its successors and assigns, that the Airport Restaurant Lease Agreement conditions are as follows:

#### ARTICLE I

#### DEFINITIONS

- 1.1 "Agreement" shall mean the contract, including any and all attachments, between the "CITY", and "LESSEE", for the right, privilege and obligation to use such Airport property as defined herein for the conduct of an Airport Restaurant within said property under the terms and conditions expressly set forth herein.
- 1.2 "Airport" shall mean the tract of land, with all the improvements thereon and to be erected thereon, designated as the "Morgantown Municipal Airport".
- 1.3 "Airport Terminal" and "Terminal" shall mean the airline terminal building at the Airport.
- 1.4 "Assigned Area" shall mean the area or areas at the Airport designated by this

Agreement and the Exhibits thereto as the place or places where the business of "LESSEE", may be conducted as designated by the "CITY".

- 1.5 "Airport Manager" shall mean the Airport Manager of the Morgantown Municipal Airport, who is designated by the City of Morgantown to act with respect to all matters contained within this agreement.
- 1.6 "Annual Rental Payment" is the amount of money due the Airport annually from "LESSEE", in consideration of the area or areas at the Airport designated by this Agreement. Payment will be made on a monthly basis according to the terms of this Agreement.
- 1.7 "Minority" as defined by the Federal Aviation Administration is either: Female, Black, Hispanic, Asian (Chinese, Japanese, Pacific Islander), Filipino and American Indian or Alaskan Native. A "Disadvantaged Business Enterprise" is a business, whether it is a company or a corporation, of which at least 51 percent of the interest is owned and controlled by one or more minority group members.

## ARTICLE II

- 2.1 The Assigned Area, as shown on Exhibit "A", located at the center of the Airport Terminal, shall consist of approximately two thousand nine hundred fifty eight (2,958) square feet of improved space on the main floor (runway level) of the Airport Terminal containing, at the time of execution of this Agreement, a dining area, counter serving area, cashier area, and kitchen, and approximately one thousand two hundred and seven one (1,271) square feet of unimproved space on the lower floor (main road level) of the Airport Terminal containing, at the time of this Agreement, a storage area, trash room, and rest room.

## ARTICLE III

- 3.1 This Agreement shall be effective and binding upon execution. The original term of this Agreement shall be for a two (2) year period beginning ~~August 1, November 1, 2014~~, and ending on ~~July 31, October 31, 2016~~, unless sooner terminated pursuant to this Agreement. "LESSEE" shall have ~~four (4)~~ nine (9) optional two (2) year terms thereafter. This Agreement shall be automatically renewed for each of the foregoing optional two (2) year terms unless within ninety (90) days prior to the new term written notice is sent by "LESSEE" to "LESSOR" by certified mail advising "LESSOR" that the lease will not be renewed, provided "LESSEE" is not in default of any terms and conditions contained within this Agreement.

~~At the conclusion of all two (2) year extension periods, the parties may agree to extend this lease for a total period not to exceed ten (10) years. Any such agreement to extend shall be in writing, be executed by the parties, and shall address the specific time period of extension and the rental payments to be paid by LESSEE. All remaining terms and conditions within this lease agreement shall be carried over and~~

~~be in effect during any agreed upon extension. The City Manager shall have sole discretion as to whether he/she wishes to approve said extension agreement and execute the same on behalf of the City of Morgantown.~~

- 3.2 It is the mutual intent of the parties that this Agreement remains in effect for the full Term, subject to each party's right on breach.

#### ARTICLE IV

##### USES AND PRIVILEGES

- 4.1 The "LESSEE" has the right, privilege, and obligation to operate and manage the Airport Restaurant in the Assigned Area for the sale of food, alcoholic beverage, catering in the Airport Terminal. The rights above shall be exclusive as to the "LESSEE" only within the Assigned Area during the term, either original or extended, of this Agreement. The right to provide catering services at the Airport shall be non-exclusive. While not a part of the area being leased to "LESSEE" by this Agreement, "CITY" agrees to allow "LESSEE" to use the meeting room adjacent to the restaurant facilities, subject to the following conditions:
- a. That "LESSEE" must obtain permission from the Airport Manager in advance of each instance that "LESSEE" wishes to use said meeting room;
  - b. That the "CITY" has the right to deny "LESSEE" use of said meeting room if it conflicts with the City's scheduled usage of said meeting room;
  - c. That the "CITY" agrees to not convert the meeting room into any other type of room as long as this lease is in effect.
- 4.2 Nothing herein shall be construed to prevent the "CITY" from permitting any hotel or motel to establish food and beverage facilities on Airport property in conjunction with its right to operate such hotel or motel; nor shall this Agreement prohibit or limit the right of the "CITY" to authorize the installation of vending machines for the sale of food, beverage, snack or tobacco items within the Airport Terminal, as the "CITY", in its sole discretion, may deem appropriate.
- 4.3 "LESSEE" shall have reasonable rights of ingress and egress from the Airport Terminal to its Assigned Area during the hours of 6:00 a.m. until 11:00 p.m. daily. Such rights of ingress or egress shall apply to the "LESSEE'S" employees, guests, Patrons, invitees, and suppliers. "LESSEE" shall be totally responsible for its Assigned Area, locks, and keys, as well as securing the facility when closed.
- 4.4 "LESSEE" agrees not to use, or suffer or permit any person to use the Assigned

Areas or any part thereof, for any illegal purposes, or for any purpose in violation of any Federal or State laws, rules, orders, regulations or ordinances of the "CITY" now in effect or hereafter enacted or adopted and in the event of any violation, or in case the "CITY", or its representatives, or any representatives of the Department of Health shall deem any conduct on the part of the "LESSEE" its agents or employees, to be objectionable or improper the "CITY" shall have the right and power and is hereby authorized by the "LESSEE" to at once declare the Agreement terminated without previous notice to the "LESSEE".

## ARTICLE V

### OPERATIONAL STANDARDS

- 5.1 The "CITY", by and through its City Manager and Airport Manager, shall have the right to determine the "LESSEE'S" compliance with all operational conditions and requirements. "LESSEE'S" failure or refusal to comply with these Operational Standards shall be deemed a default in its performance hereunder and may be grounds for termination of this Agreement.
- 5.2 The Airport Restaurant in the Assigned Area, shall be operated, ready to serve its guests and patrons, between the hours of 11:00 a.m. until 7:00 p.m., Monday through Saturday and shall be closed on Sundays. The "LESSEE" shall have the option to operate beyond 7:00 p.m.
- 5.3 The "LESSEE" shall operate the Airport Restaurant every day of the Agreement unless a holiday schedule or permission is granted in writing by the Airport Manager to close it as a result of some contingency beyond the control of the "CITY" or the "LESSEE" which shall make it necessary to close the restaurant for any portion of the period of this Agreement.
- 5.4 All items served by the "LESSEE" shall be first quality, shall conform to all applicable regulations and laws, and shall be purchased from reliable sources.
- 5.5 "LESSEE" shall serve, at a minimum, separate and dedicated combination lunch and dinner menu. "LESSEE" shall serve adequate portions and charge reasonable and justifiable prices which are comparable to those maintained at other similar first class establishments in the Morgantown, West Virginia, area, while at the same time maximizing revenues.
- 5.6 "LESSEE" shall make all reasonable efforts to maintain, develop and increase business conducted by it in the Airport Terminal.
- 5.7 "LESSEE" agrees to operate the Restaurant in a highly efficient and attractive manner and to conduct the operation in such a manner as to win public esteem.

- 5.8 All operation shall be supervised at all times by an active, qualified, competent manager or a qualified subordinate in the manager's absence. The manager or qualified subordinate shall be available at the Assigned Area(s) during all business hours.
- 5.9 "LESSEE" shall employ and maintain, at its expense, a sufficient number of employees, help and labor as may be necessary to provide, at all times, effective and efficient service required or authorized in this Agreement. "LESSEE" shall ensure and control the professional conduct, demeanor and appearance of its employees and representatives, who shall be properly trained by the "LESSEE" and shall possess such food handling certificates and qualifications as may be required by law in carrying out the responsibilities of this Agreement.
- 5.10 All personnel employed by the "LESSEE" shall be neat, clean and courteous at all times. Employees shall wear appropriate uniforms and name tags while on duty. No loud, boisterous or otherwise improper actions or language shall be permitted while on or about the Airport.
- 5.11 "LESSEE" shall comply with all health codes and laws applicable to the sale of food, non-alcoholic and alcoholic beverages. "LESSEE" shall cooperate with all local health and fire officials, and comply with all applicable codes, rules and regulations.
- 5.12 "LESSEE" shall accept no less than two (2) major credit cards for purchases. No additional charges shall be levied against the customer using such credit card(s), nor shall discounts be permitted for customers paying cash.
- 5.13 "LESSEE" shall remove and dispose of all garbage, waste and debris from the Assigned Areas and the grounds surrounding the Airport Restaurant and keep the Assigned Areas occupied under this Agreement in a clean and sanitary condition and in conformity with all laws and rules and regulations pertaining to sanitation and public health. A commercial trash dumpster shall be provided for all Airport tenants and each tenant, including "LESSEE", shall be responsible for its own disposal of garbage therein.

## ARTICLE VI

### RENTS, FEES, AND ACCOUNTABILITY

- 6.1 Annual Rent Payment - In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay to the "CITY", for the two (2) year period beginning on ~~August 1, 2014~~, November 1, 2014, and ending ~~July 31, 2016~~, October 31, 2016, of the original term of this Agreement, a rental payment of \$1,200.00 monthly or \$14,400.00 annually.
- 6.2 Annual Rental Payment – (1<sup>st</sup> Additional Two (2) Year Period). In consideration

of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay to the "CITY" during the first additional two (2) year period, beginning ~~August 1, November 1, 2016~~, and ending ~~July 31, October 31, 2018~~, of this Agreement, a rental payment of \$1,300.00 monthly or \$15,600.00 annually.

- 6.3 Annual Rental Payment – (2<sup>nd</sup> Additional Two (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay to the "CITY" during the second two (2) year period, beginning ~~August 1, November 1, 2018~~, and ending ~~July 31, October 31, 2020~~, of this Agreement, a rental payment of \$1,400.00 monthly or \$16,800.00 annually.
- 6.4 Annual Rental Payment – (3<sup>rd</sup> Additional Two Year (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay the "CITY" during the third two (2) year period, beginning ~~August 1, November 1, 2020~~, and ending ~~July 31, October 31, 2022~~, of this Agreement, a rental payment of \$1,500.00 or \$18,000.00 annually.
- 6.5 Annual Rental Payment – (4<sup>th</sup> Additional Two (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay the "CITY" during the fourth two (2) year period, beginning ~~August 1, November 1, 2022~~, and ending ~~July 31, October 31, 2024~~, of this Agreement, a rental payment of \$1,600.00 monthly or \$19,200.00 annually.
- 6.6 Annual Rental Payment – (5<sup>th</sup> Additional Two (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay to the "CITY" during the fifth additional two (2) year period, beginning November 1, 2024, and ending October 31, 2026 of this Agreement, a rental payment of \$1,750 monthly or \$21,000.00 annually.
- 6.7 Annual Rental Payment – (6<sup>th</sup> Additional Two (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay to the "CITY" during the second two (2) year period, beginning November 1, 2026 and ending October 31, 2028 of this Agreement, a rental payment of \$1,900 monthly or \$22,800.00 annually.
- 6.8 Annual Rental Payment – (7<sup>th</sup> Additional Two Year (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSEE" agrees to pay the "CITY" during the seventh two (2) year period, beginning November 1, 2028 and ending October 31, 2030, of this Agreement, a rental payment of \$2,050 or \$24,600.00 annually.
- 6.9 Annual Rental Payment – (8<sup>th</sup> Additional Two (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, "LESSE" agrees to pay the "CITY" during the eighth two (2) year period, beginning November 1, 2030 and ending October 31, 2032, of this Agreement, a rental payment of \$2,200.00 monthly or \$26,400 annually.

6.10 Annual Rental Payment – (9<sup>th</sup> Additional Two (2) Year Period). In consideration of the rights, privileges, and obligations granted by this Agreement, “LESSEE” agrees to pay to the “CITY” during the ninth two (2) year period, beginning November 1, 2032, and ending October 31, 2034 of this Agreement, a rental payment of \$2,350.00 monthly or \$28,200.00 annually.

~~6.6~~ 6.11 Payments: All payments due the “CITY” from “LESSEE” shall be on a check, no cash shall be accepted, made payable to the following:

Morgantown Municipal Airport

~~6.7~~ 6.12 Place of Payment: All payments due the “CITY” from “LESSEE” shall be delivered to the following:

City of Morgantown  
Airport Manager’s Office  
Morgantown Municipal Airport  
100 Hart Field Road  
Morgantown, West Virginia, 26505

~~6.8~~ 6.13 Delinquency Charge: A delinquency charge of five percent (5%) per month shall be added to payments required by Paragraphs 7.1 through 7.10, above, which are rendered more than five (5) days delinquent.

## ARTICLE VII

7.1 All fixed improvements, equipment and interior design and décor installed by the “LESSEE”, its agents, or contractors, including the plans and specifications, shall conform to all applicable Federal, State and local statutes, ordinances, building codes, the Americans with Disabilities Act, and Morgantown Municipal Airport rules and regulations. Prior to commencing such work, the “LESSEE” shall first obtain approval from the Airport Manager. The approval given by the “CITY” shall not constitute a representation or warranty as to such conformity; responsibility for compliance at all times shall remain in “LESSEE”.

7.2 All improvements, additions and alterations made to the Assigned Areas by the “LESSEE”, shall be and remain the property of the “LESSEE” until the expiration of the term, either original or extended, of this Agreement or upon termination of this Agreement (whether by mutual rescission, cancellation, forfeiture, or otherwise), whichever first occurs, at which time the said improvements, less furniture and readily removable equipment owned by “LESSEE”, shall become the property of the “CITY”.

7.3 The “LESSEE” shall not remove or demolish, in whole or in part, any improvements

upon the assigned Areas without the written consent of the "CITY". Consent may be conditional upon the obligation of "LESSEE" to replace the same with a specified improvement. The "CITY" shall not withhold consent unreasonably.

- 7.4 The "LESSEE" may, at its own expense, install and operate necessary and appropriate identification signs on the Airport for the purpose of advertising the Airport Restaurant, subject to the approval of the "CITY" as to the number, size, height, location, color and general type and design.

## ARTICLE VIII

### MAINTENANCE AND REPAIRS

- 8.1 The "LESSEE" agrees to provide at its own expense such maintenance, custodial, and cleaning services and supplies as may be necessary or required in the operation and maintenance of its Assigned Areas; including, but not limited to, proper maintenance of all grease traps and ventilation fans and hoods.
- 8.2 The "LESSEE" agrees to maintain and make necessary repairs to the interior of all of its Assigned Areas and any equipment which might be furnished by the "CITY". "LESSEE" shall also maintain without limitation, the interior windows, doors and entrances, storefronts, signs, floor coverings, interior walls and ceiling, the surfaces of interior columns exclusive of structural deficiencies, any columns erected by the "LESSEE" and any lighting tubes or bulbs within the Assigned Areas. "LESSEE" agrees to keep and maintain in good and safe condition its electrical equipment and the plumbing fixtures located at or within its Assigned Areas.
- 8.3 The "CITY" agrees to make, at its expense, all structural repairs to the building and repair or replacement of ceiling tiles provided, however, that if repairs or replacement are necessitated by the negligence of the "LESSEE", its agents, or employees, or by willful destruction, said structural repairs or replacements shall be at the expense of the "LESSEE".
- 8.4 All repairs done by the "LESSEE" or on its behalf shall be of first class quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed from time to time by Federal, State and/or local authorities having jurisdiction over the work in the "LESSEE'S" Assigned Areas.
- 8.5 Representatives of the "CITY" shall have the right to enter the "LESSEE'S" Assigned Areas to:
  - a. Inspect the Assigned Areas at reasonable intervals during the "LESSEE'S" regular business hours or at any time in case of emergency, to determine whether the "LESSEE" has complied with and is complying with the terms and conditions of the Agreement. The "CITY", Airport Manager, may, at

its/her discretion, require the "LESSEE" to effect repairs at the "LESSEE'S" own cost; and

- b. Perform any and all things which "LESSEE" is obligated to and have failed to do after providing "LESSEE" fifteen (15) days written notice to act, including maintenance, repairs and replacements to "LESSEE" Assigned Areas. The cost of all labor, materials, and overhead charges required for performance of such work will be paid by the "LESSEE" to the "CITY" within ten (10) days following receipt of invoice for said charges by "LESSEE".

## ARTICLE IX

### UTILITIES

- 9.1 The "CITY" shall pay for all electric current, water, and natural gas which enters the Assigned Area via presently installed underground utility lines and pipes, to the Terminal Building, and operated by local utility companies. The "LESSEE" shall be expected to exercise all practical economy in utilizing such utilities, and failure to do so will constitute unsatisfactory operations. The "CITY" shall have the right to insist upon and institute practices, which it deems necessary, which the "LESSEE" shall be expected to implement to insure misuse of abuse of this privilege.

## ARTICLE X

### LIABILITY, INDEMNIFY AND INSURANCE

- 10.1 Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingency or otherwise, affects or might affect the other party, and each shall have the right to participate in the defense of the same to the extent of its own interest.
- 10.2 It is expressly understood and agreed by and between the parties hereto that the "LESSEE" is and shall be responsible to all parties for all of its acts or omissions, and the "CITY" shall in no way be responsible therefor. The "LESSEE", and its officers, directors, employees, and agents, shall not be construed to be employees or agents of the "CITY". It is further agreed that in its use and enjoyment of the Airport or premises and facilities herein referred to, the "LESSEE" will indemnify and save harmless the "CITY", and its members, officers, and City Council, employees and agents from any and all claims, liabilities, causes or actions or losses, (including the cost of defense) that may result in liability to the "CITY" from any actions or omissions on the part of the "LESSEE", and/or its employees, authorized agents or representatives, and shall always hold the "CITY", and its members, officers, City Council, employees and agents harmless from same. The "LESSEE" shall save harmless the "CITY", and its members,

officers, City Council, employees and agents from all liabilities, claims, judgments, costs, and expenses, including all costs to defense, which may in any manner arise against the "CITY", and its members, officers, City Council, employees and agents in consequence of the granting of this Agreement, which results from the negligence of the "LESSEE", its agents, customers, servants, or employees.

- 10.3 During the term, either original or extended, of this Agreement, the "LESSEE" shall effect and maintain, with a company satisfactory to the "CITY":
- a. Public Liability and Property Damage Insurance including, if deemed necessary by the "CITY", Automobile Liability Insurance - covering claims for damages for bodily injury, including accidental death, and for claims for property damage which may rise from operations under this Agreement, whether such operations are by "LESSEE" or its duly authorized agents, representatives or employees. The "LESSEE'S" public liability insurance shall include coverage for the sale of alcoholic beverages, and shall be in a minimum amount of one million dollars (\$1,000,000.00) for each occurrence and five hundred thousand dollars (\$500,000.00) for property damage covering the acts of the "LESSEE", its agents and employees. "LESSEE" agrees to deliver copies of any and all policies of insurance and certificates of said insurance required by this Agreement to the Airport Manager upon the execution of this Agreement. Additionally, the "CITY" shall be notified in writing by the insurer and "LESSEE" at least thirty (30) days prior to the cancellation of any public liability insurance required under the terms and conditions of this Agreement. "LESSEE" agrees to insure that "CITY" and its officers, agents, and employees are held harmless against any and all claims arising out of "LESSEE'S" services at the Airport.
  - b. Worker's Compensation and Employer's Liability Insurance – "LESSEE" shall provide such coverage for its operations under this Agreement in the amounts and form required by the Worker's Compensation Act and insurance laws of the State of West Virginia.
- 10.4 "LESSEE" shall not use or permit the storage of any illumination oils, lamps, turpentine, benzene, naptha, and other similar substances, or explosive of any kind, or any substance or thing prohibited in the standard policies of fire insurance in the State of West Virginia, or by the West Virginia State Fire Code.
- 10.5 It is understood that smoking is prohibited within the Airport facility and that there are designated smoking areas on the north and south ends outside of the building.
- 10.6 During the term, either original or extended, of this Agreement, the "CITY", at its sole discretion, shall have the right to adjust the minimum amounts of all liability insurance coverage required hereunder.

## ARTICLE XI

### ASSIGNMENT, SUBLEASING, AND CHANGE OF OWNERSHIP

- 11.1 The "LESSEE" shall not assign, delegate, sublease or transfer this Agreement or any other right, privilege, or license conferred by this Agreement, or any duty or obligation slated herein, either in whole or in part, or sublet or in any manner encumber the Assigned Areas or any portion thereof, except as otherwise provided in this Agreement, without obtaining in advance the written consent of the "CITY", ~~which may be withheld at the sole discretion of the "CITY" which~~ will not be unreasonably withheld.
- 11.2 The "LESSEE" must obtain the consent of the "CITY" to keep the Agreement in effect prior to any transfer or merger of ownership between the "LESSEE" and any other legal entity. Transfer shall include the transfer of corporate stock from one party to another, but shall not include transfers of stock among shareholders of record as of the date of execution of this lease agreement.

## ARTICLE XII

### COMPLIANCE

- 12.1 The "LESSEE", its officers, agents, servants, employees, contractors, licensees, and any other person over which the "LESSEE" has the right to control shall comply with all present and future laws, ordinances, orders, directives, rules and regulations of the Federal, State, County, and "CITY" governments which may be applicable to its operations at the Airport.
- 12.2 "LESSEE" shall pay on or before its respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees, which are now or may hereafter be levied upon the Assigned Areas, or upon "LESSEE" or upon the business conducted on the Assigned Areas, or upon any of the "LESSEE" property used in connection therewith; and shall have and maintain in current status all Federal, State, and local licenses and permits required in the operation of the business conducted by the "LESSEE".
- 12.3 "LESSEE" agrees to pay, or guarantee payment of all lawful fines and penalties as may be assessed by the "CITY" or against the "CITY" for violations of Federal, State, and local laws, ordinances, ruling or regulations, or Airport rules and regulations caused by "LESSEE'S" acts or omissions or those of its employees or agents.
- 12.4 "LESSEE", its employees and agents shall at all times comply with rules and regulations for the Morgantown Municipal Airport (and its Manager) as may be adopted from time to time by the "CITY". In the event that there is a conflict between the provisions of this Agreement and such rules and regulations, this

Agreement shall govern unless otherwise directed by the "CITY".

### ARTICLE XIII

#### CANCELLATION BY "LESSEE"

- 13.1 In addition to all other remedies available to the "LESSEE" this Agreement shall be subject to cancellation by the "LESSEE" by giving a thirty (30) day written notice to the "CITY", should any one or more of the following occur, provided however, that none of the compensation and fees which are to be paid by "LESSEE" herein will be refunded to "LESSEE":
- a. The abandonment or the permanent removal of all certificated passenger airline service from the Airport for longer than six (6) months.
  - b. The assumption by the United States Government, or any additional agency thereof, of the operation, control or uses of the Airport, or any substantial part or parts thereof in such manner as to substantially restrict "LESSEE" from operating thereon for a period of at least six (6) months.
  - c. The complete destruction of all of a substantial portion of the Assigned Areas from a cause other than the negligence or omission to act of "LESSEE", its subcontractors, agents or employees, and the failure of the "CITY" to repair or reconstruct said premises within six (6) months after such destruction.
  - d. The breach by the "CITY" in the performance of any covenant or any Agreement required to be performed by the "CITY" and the failure of the "CITY" to commence to remedy such breach for a period of thirty (30) days after receipt of notice of such breach by "CITY" from "LESSEE".
  - e. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict the "LESSEE" from conducting its restaurant business not caused by the act or omission of the "LESSEE" and the remaining in force of such injunction for at least ninety (90) days.

### ARTICLE XIV

#### CANCELLATION BY "CITY"

- 14.1 In addition to all other remedies provided herein or at law, "CITY" may cancel this Agreement by giving a thirty (30) day written notice to the "LESSEE" should any one or more of the following events occur:
- a. "LESSEE" fails to make any payments required hereunder when due to the "CITY" or within ten (10) days after receipt of written notice from the "CITY" of non-payment.
  - b. "LESSEE" permits to continue, for a period of three (3) days after receipt of written notice from the Airport Manager, the unsafe or unsanitary conditions or practices in or about the Assigned Areas; provided however, if the unsafe

or unsanitary condition is such as to require replacement, repair, or construction, "LESSEE" shall have a reasonable time in which to correct said condition, but must begin action on the matter immediately upon receipt of said notice.

- c. The interest of "LESSEE" under this Agreement is transferred, passes to or devolves upon, by operation of law or otherwise, any other person, firm or corporation without the prior written consent of the "CITY", as per sections 11.1 and 11.2 herein.
- d. "LESSEE" becomes, without written approval of the "CITY" a successor or merger corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution, as per sections 11.1 and 11.2 herein.
- e. "LESSEE" shall neglect or fail to perform and observe any other promise, covenant or condition set forth in this Agreement within ten (10) days after receipt of written notice of breach from the "CITY" or the Airport Manager, except where fulfillment of such obligation requires activity over a period of time and "LESSEE" has commenced to perform whatever may be required within ten (10) days after receipt of such notice and continues such performance without interruption except for causes beyond its control.
- f. The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed or set aside within a period of ninety (90) days and which does, or as a direct consequence of such process will, interfere with "LESSEE'S" use of the Assigned Areas or with its operations under this Agreement.
- g. "LESSEE" becomes insolvent, or takes the benefit of any present or future insolvency statute, or make an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the arrangement for their reorganization, or the readjustment of the indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States, or under any State laws, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property or its property located within the Assigned Area.
- h. A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency law or statute is filed against "LESSEE" and is not dismissed within ninety (90) days.
- i. By or pursuant to, or under authority of, any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control or all or substantially all of the property of "LESSEE", and such possession or control continues in effect for a period of ninety (90) days.
- j. Any lien is filed against the Assigned Area (s) because of any act or omission of "LESSEE" and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within thirty (30) days.

- k. "LESSEE" abandons, deserts, vacates or discontinues its operation of the business herein authorized for a period of five (5) days without prior written consent of the "CITY".
- 14.2 Acceptance by the "CITY" of any rental payments specified herein, after a breach of any of the terms of this Agreement shall not be deemed a waiver of any right on the part of the "CITY" to cancel this Agreement on account of such breach, unless said breach is fully and completely corrected and cured to the satisfaction of the "CITY" prior to said cancellation, or of the "CITY'S" right to cancel this Agreement because of any subsequent breach of a similar or different nature.
- 14.3 The "CITY" may reenter the Assigned Areas and may remove all persons and property from same upon the date or reentry specified in the "CITY'S" written notice to "LESSEE". Such date of reentry shall not be less than thirty (30) days from the date of said notice. Upon any removal of "LESSEE'S" property by "CITY" hereunder, said property may be stored at a public warehouse or elsewhere at "LESSEE'S" sole cost and expense.

## ARTICLE XV

### GENERAL PROVISIONS

#### 15.1 Nondiscrimination

- a. The "LESSEE", as a part of the consideration hereof, does hereby covenant and agree:
  - 1. That no person, on the grounds of race, color, religion, creed, political ideas, sex, sexual orientation, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
  - 2. That in the construction of any improvements and the furnishing of services, no person, on the grounds of race, color, religion, creed, political ideas, sex, sexual orientation, age, or handicap, shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the use of said facilities;
  - 3. That the "LESSEE" shall use the Assigned Areas 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 as said Regulations may be amended.
  - 4. That the "CITY" has provided handicapped accessible ingress and egress to the leased area and "LESSEE" shall not close or otherwise cause said access way to be nonfunctional without first providing an alternative

means of access which has been approved in writing by the Airport Manager.

- b. The "LESSEE" shall furnish its accommodations and/or services on a fair, equal, and nondiscriminatory basis to all users thereof, and it shall charge fair, reasonable, and nondiscriminatory prices for each unit of services; however, the "LESSEE" may be allowed to make reasonable discounts to other similar type of price reductions to purchasers on a nondiscriminatory basis.
  - c. "LESSEE" acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprise (DBE) and 14 CFR, Part 152, Affirmative Action Employment Program, are applicable to the activities of "LESSEE" under the terms of this Agreement, and unless exempted by said regulations, hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, the compliance with MBE, DBE, and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentage of goods and services contracts to Minority Business Enterprises.
  - d. Noncompliance by "LESSEE" with the requirements of section 16.1 of this Agreement shall constitute a material breach thereof. In the event of such noncompliance, the "CITY" shall have the right to cancel this Agreement after all actions required by the United States Government have been exhausted.
- 15.2 Federal Aviation Act, Section 300: Nothing herein contained shall be deemed to grant the "LESSEE" any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any aeronautical activity on the Airport, except that, subject to the terms and conditions hereof, the "LESSEE" shall have the right to process the Assigned Area under the provisions of this Agreement.
- 15.3 Subordination to Agreements With The United States Government: This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the "CITY" and the United States Government, relative to the operations and maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the "CITY" for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport, in accordance with the provisions of the Federal Aviation Act of 1958, as amended from time to time. The "CITY" covenants that to the best of its knowledge and belief it has no existing agreements with the United States Government in conflict with the express provisions of this Agreement.
- 15.4 Waiver of Damages: The "LESSEE" hereby expressly waives any and all

claims for compensation for any and all loss or damages sustained by reason or any defect, deficiency or impairment of the electrical apparatus, water supply equipment, equipment or wires used in the Assigned Areas, herein mentioned, or by reason of any loss or impairment of light, current or water supply which may occur from time to time for any cause, or for loss or damage sustained by the "LESSEE" resulting from fire, water, windstorm, tornado, civil commotion, or riots and the "LESSEE" hereby expressly waives all right, claims and demands and forever releases the "CITY", its officers, employees and agents, from any and all demands, claims, actions, and causes of action arising from any such cause.

- 15.5 Nonwaiver of Rights: Failure of the "CITY" to insist upon strict performance of any provision or condition of this Agreement, or to exercise any right herein, shall not operate or be construed to be a waiver of such condition or right in any other instance.
- 15.6 Notices: Notices required herein may be given by registered or certified mail by Depositing the same in the United State mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to have been received by the addresses seventy-two (72) hours after deposit of same in the mail. Notices in writing may also be delivered by personal service of said notice to the agents for each party at the addresses listed below. Either party shall have the right, by giving notice to the other, to change the address at which its notices are to be received. Until such change is made, notices to the "CITY" shall be delivered as follows:

City of Morgantown  
Airport Manager's Office  
Morgantown Municipal Airport  
Morgantown, WV 26505

Notices to "LESSEE" shall be deemed sufficient if in writing and mailed to, registered or certified, postage prepaid, addressed to "LESSEE" at:

Elias Hishmeh  
82 Hart Field Road  
Suite 255  
Morgantown, WV 26505

- 15.7 Right to Develop Airport: It is further covenanted and agreed that the "CITY" reserves the right to further develop or improve the Airport, including the Terminal and all landing areas as it may see fit, regardless of the desires or views of the "LESSEE" and without interference or hindrance. The "CITY" shall have the right to construct or install over, in, under or through the Assigned Areas new lines, pipes, mains, wires, conduit and equipment.

- 15.8 Relationship of Parties: Nothing contained herein shall be deemed or construed by the parties hereto, or any third party, as creating the relationship of principal and agent, partners, joint venture, or any other similar such relationship, between the CITY OF MORGANTOWN and "LESSEE". The parties shall understand and agree that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto creates a relationship other than the relationship of the "CITY" and "LESSEE". This agreement is not intended to and shall not be construed to vest in the "LESSEE" any title, tenure or any property rights in the real estate, fixtures or personal property belonging to the "CITY" now located, or which may hereafter be located, in or around the Assigned Areas.
- 15.9 Right to Amend: In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport or otherwise, the "LESSEE" agrees to consent to such amendments, modifications, revisions, supplements, or decisions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.
- 15.10 Termination: Upon the termination or cancellation of this Agreement for any cause the "LESSEE" shall vacate the Assigned Area and shall not remove any of the "LESSEE'S" supplies, property or equipment from the Assigned Areas until all license fees, Business and Occupation taxes, and other sums due the "CITY" have been paid.

## ARTICLE XVI

### ENTIRE AGREEMENT

- 16.1 The parties hereto understand and agree that this instrument, including the items specifically incorporated by reference into it consistent with the terms of this document, and its attached Exhibits contain the entire Agreement between the parties. The parties further understand and agree that neither party nor its agents have made representations or promises with respect to this Agreement except as expressly set forth herein; and that no claim or liability shall arise for any representations or promises not expressly stated in this Agreement, any other writing or parole agreement with the other party being expressly waived.

THE CITY OF MORGANTOWN  
a municipal corporation,  
"CITY"

By: \_\_\_\_\_  
Jeff Mikorski, City Manager

Witness: \_\_\_\_\_

MERKOL, INC. A West Virginia  
corporation, "LESSEE"  
"MERKOL, INC."

By: \_\_\_\_\_

Its: \_\_\_\_\_

Witness: \_\_\_\_\_

## **CITY OF MORGANTOWN**

AN ORDINANCE AMENDING SECTION 925.03 OF THE CITY OF MORGANTOWN'S STREETS, UTILITIES AND PUBLIC SERVICES CODE BY SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWERAGE SYSTEM OF THE CITY OF MORGANTOWN.

THE COUNCIL OF THE CITY OF MORGANTOWN HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal sewerage services provided to all general domestic, commercial, industrial and resale users and customers of the City of Morgantown's Municipal Sewage Treatment Plant and Collection System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

### **SECTION 1 – TARIFF**

#### **923.03 RATE SCHEDULES**

The following schedules of rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges are hereby fixed and determined as the rates, fees, charges, delayed payment penalty charges, service connection charges, reconnection charges and opening or transferring account charges to be charged to consumers of the sewer works system of the City throughout the entire territory served.

#### **SCHEDULE NO. 1**

(a) Applicable to entire territory served, except that served by Cheat Lake Wastewater Treatment Plant, the former Canyon Public Service District, and the former Scott's Run Public Service District. Effective for bills rendered on or after July 1, 2014 except as otherwise noted.

- (1) Availability of service. Available for sanitary sewer service.
- (2) Rate. Based upon the metered amount of water supplied.

**Gallons Used**

First 60,000 per month,	or 120,000 bi-monthly	\$4.66 per 1,000 gallons
All Over 60,000 per month,	or 120,000 bi-monthly	\$4.00 per 1,000 gallons

- (3) Minimum Charge.
  - Per month \$ 4.66
  - Bi-monthly \$ 9.32

(4) Tap fee. The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap system.

(5) Delayed payment penalty. The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(6) Reconnection charge. A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charged whenever the service is disconnected for violation of rules, nonpayment of bills, or fraudulent use of water. No such charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

(7) Leak adjustment. 0.396 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customers of the meter. This rate shall beside applied to all such unusual consumption above the customer's historical average usage.

(8) Sunshine Estates Debt Service Surcharge. Applicable only to customers in the Sunshine Estates area: \$32.00 per month per customer, or \$64.00 bi-monthly per customer. This surcharge will be evaluated annually and in the event that a change in the number of customers results in a five percent (5%) change in the rate, the rate will be adjusted.

- (I) (9) Sunshine Estates DCPSD Transportation Surcharge. Applicable only to customers in the Sunshine Estates area: ~~\$0.25~~ \$0.74 per 1,000 gallons.

(10) The surcharges described immediately above shall become effective forty-five (45) days after enactment, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia; and upon completion of the Sunshine Estates Sewer Project.

( I ) Indicates Increase

(11) **Returned Check Charge.** A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

**SCHEDULE NO. 2**

(b) **Applicable to territory served by Cheat Lake Wastewater Treatment Plant.**  
Effective for bills rendered on or after July 1, 2014.

(1) **Availability of service.** Available for sanitary sewer service.

(2) **Rate.** Based upon the metered amount of water supplied.

<b>Gallons Used</b>			
First	2,000 per month	or 4,000 bi-monthly	10.85 per 1,000 gallons
Next	8,000 per month	or 16,000 bi-monthly	9.92 per 1,000 gallons
Next	20,000 per month	or 40,000 bi-monthly	9.30 per 1,000 gallons
Next	30,000 per month	or 60,000 bimonthly	8.68 per 1,000 gallons
Next	940,000 per month	or 1,880,000 bi-monthly	7.44 per 1,000 gallons
All Over	1,000,000 per month	or 2,000,000 bi-monthly	6.82 per 1,000 gallons

(3) **Minimum Charge.**

A. Per month	21.70
B. Bimonthly	43.40

(4) **Tap fee.** A fee of seven hundred dollars (\$700.00) will be charged for new customers connecting to the sewerage system.

(5) **Delayed Payment Penalty.** The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(6) **Reconnection Charge.** A fee of fifteen dollars (\$15.00) during Utility Board regular working hours and twenty-five dollars (\$25.00) after hours shall be charges whenever the service is disconnected for violation of rules, nonpayment of bills, or fraudulent use of water. No such charge shall be assessed if the customer has paid a water reconnection charge for the same reconnection.

(7) **Leak Adjustment.** \$1.404 per M gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(8) **Returned Check Charge.** A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

**SCHEDULE NO. 3**

(c) Applicable to territory served by Star City Wastewater Treatment Plant, and delivered by other systems. Effective for bills rendered on or after January 1, 2012.

(1) **Availability of service.** Available for sanitary sewer service to other systems.

(2) **Rates.** All wastewater from other systems will be treated at the approved rate of \$1.50 per 1,000 gallons.

**SCHEDULE NO. 4**

(d) Applicable to the former Canyon Public Service District service area. Effective for bills rendered on or after July 1, 2014.

(1) **Availability of service.** Available for sanitary sewer service.

(2) **Rates.** (Customers with metered water supply)

Service Charge	\$8.50 per month, or \$17.00 bi-monthly
Usage Charge	\$8.67 per 1,000 gallons

(3) **Minimum Charge.** No minimum bill will be rendered for less than the following based on meter size:

<b>Meter Size</b>	<b>Minimum Charge</b>
5/8"	\$25.84 per month, or \$51.68 bi-monthly
1 1/2"	\$125.78 per month, or \$251.56 bi-monthly
2"	\$201.02 per month, or \$402.04 bi-monthly

(4) **Flat Rate Charge.** Customers with non-metered water supply \$25.84 per month, or \$51.68 bi-monthly.

(5) **Tap fee.** The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap system.

(6) Delayed payment penalty. The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each month where it is appropriate.

(7) Disconnection charge. Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with the Cheat View Public Service District, a disconnection fee of \$15.00 shall be charged or in the event the delinquent sewer bill is collected by Cheat View Public Service District, an administrative fee of \$15.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Cheat View Public Service District, is reconnected, a reconnection fee of \$15.00 shall be charged.

(8) Leak adjustment. \$0.396 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible water leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above the customer's historical average usage.

(9) Returned Check Charge. A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

#### SCHEDULE NO. 5

(e) Applicable to the former Scott's Run Public Service District service area. Effective forty-five (45) days after enactment, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia; and upon acquisition of the Scott's Run Public Service District.

(1) Availability of service. Available for sanitary sewer service.

(2) Rates. (Customers with metered water supply)

Service Charge                      \$8.50 per month, or \$17.00 bi-monthly

Usage Charge                         \$8.53 per 1,000 gallons

(3) Flat Rate Charge. (Customer with non-metered water supply)

Equivalent to 4,000 gallons water usage, \$42.62 monthly, or

Equivalent to 8,000 gallons water usage, \$85.24 bi-monthly

(4) Delayed payment penalty. The above schedule tariff is net. On all ~~accounts~~ current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is ~~to be collected~~ only to be collected once for each bill where it is appropriate.

(5) Tap fee. The following charges are to be made whenever the utility installs a new tap to serve an applicant. A tap fee of one hundred dollars (\$100.00) will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding. A tap fee of seven hundred dollars (\$700.00) will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap system.

(6) Disconnect/Reconnect/Administrative Fees. Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with Pleasant Valley Public Service District, a disconnection fee of \$20.00 shall be charged or in the event the delinquent sewer bill is collected by Pleasant Valley Public Service District, an administrative fee of \$20.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Pleasant Valley Public Service District, is reconnected, a reconnection fee of \$20.00 shall be charged.

(7) Returned Check Charge. A service charge of \$20.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

(8) Leak adjustment. 0.396 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on customer's side of meter. This rate shall be applied to all consumption above the customer's historical average usage.

The rates, charges and penalties provided herein shall become effective July 1, 2014 or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

## **SECTION 2 – EFFECTIVE DATE**

The rates, charges and penalties provided herein shall become effective July 1, 2014 or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

**SECTION 3 – SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES**

The provisions of this Ordinance are severable, and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

**SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING**

Upon introduction hereof, the City Clerk shall cause to be published a copy of this Ordinance in the *Dominion Post*, a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the City Council on October 21, 2014, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and 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  
and Public Hearing: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

Filed: \_\_\_\_\_

Recorded: \_\_\_\_\_

**AN ORDINANCE BY THE CITY OF MORGANTOWN AMENDING SECTIONS 923.06 AND 923.13 OF ITS STREETS, UTILITIES AND PUBLIC SERVICES CODE, AS THE SAME APPLIES TO INDUSTRIAL WASTES DISCHARGED INTO THE SEWER SYSTEM AND ANCILLARY SERVICES REGARDING INDUSTRIAL WASTES.**

The City of Morgantown hereby ordains that Sections 923.06 and 923.13 of its Streets, Utilities and Public Services Code is amended as follows (new matter underlined, deleted matter struck through):

**923.06 POLLUTANT LIMITATIONS.**

(a) The General Manager is authorized to establish local Limits pursuant to 40 CFR 403.5(c)

(b) Limitations for specific pollutants of concern that may cause pass through, inhibition or cause a degradation of sludge quality have been developed by the Board for specific pollutants of concern. The limits are derived from a mass basis and are allocated on a mass proportion basis to each individual industrial user. The Board also reserves the right to convert mass allocations to concentration based permit limitations and to impose limitations as monthly average, daily maximum, or instantaneous maximum limitations. The Board may derive daily maximum limits by applying a factor of approximately 1.5 to the monthly average limits. Specific limitations for any individual industrial user are delineated in the user's contribution permit.

The following specific total pollutant mass limitations are available to industrial users. These total pollutant mass limitations are monthly average limits. Individual mass limitations are fractional amounts of the listed totals and are proportionally based on the individual industry's contributions. Pollutants not listed may be regulated by the industry's specific wastewater contribution permit.

Cadmium	0.11 lbs./day
Total Chromium	0.90 lbs./day
Copper	2.30 lbs./day
Cyanide	1.60 lbs./day
Lead	1.10 lbs./day
Mercury	<del>0.07</del> 0.03 lbs./day
Nickel	<del>3.60</del> lbs./day
Silver	2.30 lbs./day
Zinc	6.30 lbs./day
Arsenic	0.28 lbs./day

(c) The General Manager may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits to implement Local Limits and the requirements of Section 923.04.

(Ord. 11-21. Passed 6-7-11.)

### **923.13 FEES.**

(a) Purpose. It is the purpose of this section to provide for the recovery of costs from users of the City's wastewater disposal system for the implementation of the programs established herein.

(b) Charges and Fees. The City hereby adopts the following charges and fees associated with sampling, analysis, monitoring, inspections and surveillance procedure, which shall be payable to the Board:

(1) For reimbursement of costs of setting up and operating the City's pretreatment program: ~~\$65.00~~ \$75.00 per man-hour

(2) For monitoring, inspection and surveillance procedures: ~~\$65.00~~ \$75.00 per man-hour;

(3) For reviewing accidental/slug discharge procedures and construction: ~~\$65.00~~ \$75.00 per man-hour;

(4) For sampling and analysis, each individual permitted user shall reimburse the Board for the actual cost incurred;

(5) For wastewater contribution permit: \$500.00 (non-refundable);

(6) For filing appeals to the Board: \$300.00;

(7) For consistent removal by the City of pollution not otherwise subject to Federal pretreatment standard:

$$C_i = V_o V_i = B_o B_i + S_o S_i$$

C<sub>i</sub> - charge to industrial users per year.

**Vo** - average unit cost of transport and treatment chargeable to volume, in dollars per gallon

**Vi** - volume of wastewater from industrial users, in gallons per year

**Bo** - average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD), in dollars per pound.

**Bi** - weight of BOD from industrial users, in pounds per year.

**So** - average cost of treatment (including sludge treatment) chargeable to total solids, in dollars per pound.

**Si** - weight of total solids from industrial users in pounds per year.

These fees relate solely to the matters covered by this article and are separate from all other fees chargeable by the City.

(Ord. 11-21. Passed 6-7-11.)

First Reading: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Second Reading: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

Filed: \_\_\_\_\_

Recorded: \_\_\_\_\_

**AN ORDINANCE BY THE CITY OF MORGANTOWN AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN IT AND THE WV DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, FOR INSTALLATION OF A BICYCLE LANE ALONG NORTHBOUND U.S. 19 (MONONGAHELA BOULEVARD), BETWEEN EIGHTH STREET AND EVANSDALE DRIVE.**

The City of Morgantown hereby ordains that the Memorandum of Understanding, attached hereto, is approved and the City Manager is authorized to execute the same by and on behalf of the City of Morgantown.

FIRST READING:

\_\_\_\_\_  
MAYOR

ADOPTED:

FILED:

\_\_\_\_\_  
CITY CLERK

RECORDED:

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (M.O.U.)**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Morgantown (“City”), the West Virginia Department of Transportation, Division of Highways (“DOH”), and the West Virginia University Board of Governors on behalf of West Virginia University (“WVU”),

**WHEREAS**, City has requested permission from DOH to install within DOH’s right-of-way along the existing paved shoulder of northbound US 19 (Monongahela Boulevard) a bicycle lane (hereinafter “Bicycle Lane”), generally between Eighth Street and Evansdale Drive, which installation is to include pavement markings and signage only, with no additional widening or paving anticipated by City;

**WHEREAS**, DOH is agreeable to allowing Bicycle Lane to be installed by City, subject to the terms and conditions contained within this M.O.U.;

**WHEREAS**, each party understands it must perform those certain duties described herein for the implementation of Bicycle Lane to be successful; and

**WHEREAS**, this M.O.U. shall be binding upon the successors and assigns of each party hereto;

**NOW THEREFORE**, the parties hereto agree to the following:

### **City Responsibilities regarding Bicycle Lane**

City agrees to be responsible for the administration of Bicycle Lane project, including but not limited to the advertising, letting, and award, as appropriate, of a construction contract, inspection of such project, and payment to contractor. City also agrees to maintain pavement markings and signing associated with Bicycle Lane, once installed.

City will submit to DOH for review and approval appropriate plans for Bicycle Lane project, which plans shall include traffic control to be utilized by City during construction, and City will receive DOH approval of such plans, as they pertain to the State Highway System, prior to City advertising a construction contract. All signing and pavement markings utilized shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). City will be responsible for ensuring that Bicycle Lane conforms appropriately with the provisions of the Americans with Disabilities Act, and for ensuring that installation of Bicycle Lane will not adversely affect WVU’s existing Personal Rapid Transit structures adjacent to northbound US 19 between Eighth Street and Evansdale Drive.

If determined by DOH to be necessary, City will conduct, and at a time and place to be determined, any public meeting concerning Bicycle Lane, and City will consider appropriately any public comments that may be timely received regarding Bicycle Lane project.

City will finance the construction of the Bicycle Lane, subject to DOH’S financial participation, as set forth in DOH Responsibilities below. Upon completion of Bicycle Lane construction, City then shall submit to DOH a properly documented invoice for reimbursement of actual costs incurred by City for such construction, which costs may include payment to City’s contractor and cost of inspection by City personnel of Bicycle Lane construction. DOH shall not be responsible for any costs associated with City personnel overhead or benefits, including insurance, leave, retirement, or similar costs.

**DOH Responsibilities regarding Bicycle Lane**

DOH agrees to reimburse City for as much as fifty percent (50%) of City’s project construction costs; however, it is understood that DOH’s maximum reimbursement to City shall not exceed fifteen thousand dollars (\$15,000.00).

**WVU Responsibilities regarding Bicycle Lane**

WVU shall submit to DOH and to City for approval of each a “Maintenance of Traffic (M.O.T.)” Plan indicating the manner in which WVU will address and be responsible for the closure of the Bicycle Lane during certain pre-determined WVU events. Prior to approving said M.O.T., DOH shall have the right to require WVU to modify the same. The M.O.T. shall identify the specific events and dates for which WVU wishes to close the Bicycle Lane. On each anniversary of this MOU, WVU shall provide DOH and City a list of scheduled and anticipated events and dates requiring Bicycle Lane closure (the “Event List”) during the subsequent twelve (12) months following the M.O.T.’s submission to DOH. Provided, that should additional events be scheduled subsequent to the submission of the annual Event List that require closure of the Bicycle Lane, WVU shall promptly notify DOH and City of such event no later than forty-eight (48) hours in advance of the event, at which time DOH will make every reasonable effort to assess and approve the closure in a timely manner. WVU or City shall not close Bicycle Lane at any time for any WVU event without first obtaining written DOH approval to do so prior to any WVU event.

If determined by DOH to be appropriate, WVU will conduct, at a time and place to be determined, any public meeting concerning WVU’s proposed temporary closure of Bicycle Lane for any event and WVU will consider appropriately any public comments that may be timely received regarding such Bicycle Lane closure. In the event that DOH determines that sufficient public opposition exists concerning the proposed temporary closure of Bicycle Lane, DOH shall notify WVU of such opposition and WVU shall not be permitted by DOH to close Bicycle Lane.

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

**ATTEST:**

**WEST VIRGINIA  
DEPARTMENT OF TRANSPORTATION,  
DIVISION OF HIGHWAYS**

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(printed name)

Title: \_\_\_\_\_  
(printed title)

\_\_\_\_\_  
(signature)

By: Paul A. Mattox, Jr., P. E.  
Secretary of Transportation/  
Commissioner of Highways

**ATTEST:**

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

**CITY OF MORGANTOWN**

\_\_\_\_\_  
*(signature)*  
By: \_\_\_\_\_  
*(printed name)*  
Its: Mayor

\_\_\_\_\_  
*(signature)*  
By: \_\_\_\_\_  
*(printed name)*  
Its: City Manager

**ATTEST:**

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

**WEST VIRGINIA UNIVERSITY BOARD  
OF GOVERNORS ON BEHALF OF WEST  
VIRGINIA UNIVERISITY**

\_\_\_\_\_  
*(signature)*  
By: \_\_\_\_\_  
*(printed name)*  
Its: \_\_\_\_\_  
*(printed title)*

(To be executed in triplicate)

Distribution: Master File  
City  
WVU

**Resolution Submitting TIF Application**

**RESOLUTION**

**WHEREAS**, the City of Morgantown (the “City”) is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia 1931, as amended (the “Act”), to create development and redevelopment districts, cause project plans to be prepared, to approve project plans, issue tax increment financing obligations and to take such other actions necessary or desirable to facilitate the orderly development and economic stability of the City, all as more fully set forth in the Act;

**WHEREAS**, the City desires to create and establish a redevelopment district to be known and designated as the “City of Morgantown Redevelopment District No. 4” (the “TIF District”), and to approve a redevelopment project plan, specifically being the acquisition, construction and equipping of road, intersection and public property improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure, to be known and designated as “Willey-Spruce-Brockway Redevelopment Project Plan No. 1” (the “Project Plan”), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquiring, constructing and equipping the Project Plan, being necessary public infrastructure improvements within the TIF District;

**WHEREAS**, the City did, on October 21, 2014, following proper notice thereof, hold a public hearing with respect to the Tax Increment Financing Application relating to the creation of the TIF District and proposing the Project Plan (the “Application”) wherein interested parties were afforded a reasonable opportunity to express their views on the proposed creation of the TIF District and its proposed boundaries and the proposed approval of the Project Plan;

**WHEREAS**, the City has, following such public hearing, found and determined that the approval of the Application will benefit the City and its residents by facilitating the orderly development and economic stability of the City, and that development therein will encourage investing in job-producing, private development and expand the public tax base of the City, that future capital improvements will result in the increase in the value of property located in the TIF District and will encourage increased employment and business activity within such area and will serve a public purpose of the City; and

**WHEREAS**, the City now desires to submit the Application to the West Virginia Development Office for approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGANTOWN, AS FOLLOWS:**

1. It is hereby found and determined following the public hearing thereon that the Application is approved and is in form and substance suitable for submission to the West Virginia Development Office for its consideration of approval.

2. It is hereby found and determined that the projects described in the Project Plan are not reasonably expected to occur without the use of tax increment financing.

3. It is hereby found and determined that the development as set forth in the Application will not be solely used for development of commercial businesses that will unfairly compete in the local economy and that development or redevelopment is in the public interest because it will (i) discourage commerce, industry or manufacturing from moving their operating to another state; (ii) result in increased employment in the county; or (iii) result in preservation or enhancement of the tax base of the City.

4. It is hereby authorized and ordered that the City Manager cause the Application and all other necessary documentation to be submitted to the West Virginia Development Office, together with a request for approval thereof.

5. The Mayor, City Manager and other officials and employees of the City are hereby authorized and directed to take such actions as they shall deem appropriate in facilitating the approval of the Application.

6. This Resolution shall become effective immediately upon adoption.

[Signature Page Follows]

Adopted this 21st day of October, 2014.

CITY OF MORGANTOWN

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

By: \_\_\_\_\_  
Its Mayor

APPROVED:

By: \_\_\_\_\_  
Its City Attorney

**CERTIFICATION**

The undersigned, being the duly qualified, elected and acting Clerk of the City of Morgantown, does hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Morgantown at a regular meeting duly held, pursuant to proper notice thereof, on October 21, 2014, a quorum being present and acting throughout, and which Resolution has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this 21st day of October, 2014.

By: \_\_\_\_\_  
City Clerk

West Virginia  
Tax Increment Financing Application

**City of Morgantown**  
**Redevelopment District No. 4**  
**Willey-Spruce-Brockway**  
**Redevelopment Project Plan No. 1**

**October 9, 2014**

# Table of Contents

## **Section I: Application**

- A: Applicant Information
- B: Authorized Representative of Applicant
- C: Redevelopment District

## **Section II: Project Information**

- A: Project Description
- B: Job Creation Estimates
- C: Public Improvements
- D: Estimated Breakdown of Project Costs
- E: Financing
- F: Alternate Funding
- G: Tax Increment Financing ("TIF") Obligations

## **Section III: Attachments**

- Attachment 1: Map showing the existing uses and conditions of the real property in the project area or district.
- Attachment 2: A map showing proposed improvements and uses of the land in the project area or district and the boundaries of the property within the development or redevelopment project area or district whose increment will be used for this project.
- Attachment 3: A resolution, order or ordinance finding the project is not reasonably expected to occur without the use of tax increment financing.
- Attachment 4: Copy of certification by the county assessor of the base assessed value of the property whose increment will be used for this project.
- Attachment 5: If the current assessed value is different from the base assessed value, a copy of the certification by the county assessor of the current assessed value of the property in the development or redevelopment area or district that will be used to help support TIF obligations for this project.
- Attachment 6: Verification and results of the public hearings.
- Attachment 7: Analysis of costs to other communities or areas in West Virginia as a result of this development.
- Attachment 8: Other information including the effect on the economy that may be necessary or useful to determine whether the project is financially feasible.
- Attachment 9: A memorandum of understanding ("MOU") between the developer and the county or municipality about how the competitive bidding process will be conducted.
- Attachment 10: A relocation plan for any displaced persons, businesses or organizations.
- Attachment 11: Proposed changes to zoning ordinances, if any.
- Attachment 12: Appropriate cross-references to any master plan, map, building codes, and municipal ordinance or county orders affected by the project.
- Attachment 13: Notice of Public Hearing provided to West Virginia Development Office and all other local levying bodies within the boundaries of the proposed TIF district.
- Attachment 14: The Monongalia County Board of Education, the County Commission of Monongalia County and the West Virginia Development Office may request further information, provide guidance or make other formal requests. Any such communications are included with this application.

- Attachment 15: If the project was proposed by an entity other than the county or municipality submitting this application, the following, as applicable, must also be submitted: (a) Certificate of Existence; (b) Certificate of Workers' Compensation Insurance Coverage; (c) Certificate of Good Standing from State Tax Department; and (d) a certificate from the sheriff of the county in which the district is located regarding local property tax status.
- Attachment 16: Analysis showing the fiscal impact on each local levying body. The analysis will consider the costs incurred by the local levying bodies and how those costs will be offset/funded. Possible costs include the effect on schools, public services, utilities, etc.
- Attachment 17: A letter from a bond counsel and/or financial underwriter stating that the proposed project could support tax increment financing bonds or other obligations and the terms and conditions of such offering.

**WEST VIRGINIA  
TAX INCREMENT FINANCING**

**SECTION I. APPLICATION**

**A. APPLICANT INFORMATION**

1. County or Municipality: **City of Morgantown, West Virginia (the "City")**
2. Contact Person/Title: **Mr. Jeff Mikorski, City Manager**
3. Address: **City Hall  
389 Spruce Street, Third Floor  
Morgantown, WV 26505**
4. Telephone Number: **(304) 284-7405**  
Fax Number: **(304) 284-7430**  
E-Mail Address: **jmikorski@cityofmorgantown.org**
5. Name of proposed development or redevelopment Project: **Wiley-Spruce-Brockway Redevelopment Project Plan No. 1**

**B. AUTHORIZED REPRESENTATIVE OF APPLICANT**

*If project was originally proposed by an entity other than the county or municipality listed above, please provide a contact name and information for someone who can answer questions about the project proposal:*

1. Name/Title: **Mr. Jeff Mikorski, City Manager**
2. Company Name: **City of Morgantown, West Virginia**
3. Address: **City Hall  
389 Spruce Street, Third Floor  
Morgantown, WV 26505**
4. Telephone Number: **(304) 284-7405**  
Fax Number: **(304) 284-7430**  
Email Address: **jmikorski@cityofmorgantown.org**

**C. REDEVELOPMENT DISTRICT**

- Name of Redevelopment District: **City of Morgantown Redevelopment District No. 4 (the "TIF District").**  
A resolution approved by the City on October 7, 2014, establishing the public hearing date and other matters in connection with the TIF District is provided in **Attachment 3**.
- Base Assessed Value: **\$\_\_\_\_\_.** The assessed value of the taxable property, excluding motor vehicles, within the TIF District as of July 1, 2013, as provided by the Monongalia County Assessor (the "Base Assessed Value") is provided in **Attachment 4**.

## SECTION II.

## PROJECT INFORMATION

### **A. DETAILED DESCRIPTION OF PROJECT**

*Include a description of how the project fits with the overall development plans for the development or redevelopment project area or district or the overall development plans of the municipality, county or region.*

#### **The TIF District**

The City proposes the creation of the TIF District to be designated as the “City of Morgantown Redevelopment District No. 4.” The proposed TIF District includes parcels beginning at the intersection of Willey Street and Oak Street, traveling south along Willey Street to Spruce Street, traveling along Spruce Street to Walnut Street to Brockway Avenue, traveling along Brockway Avenue to Pennsylvania Avenue, traveling north to Richwood Avenue, traveling along Richwood to Union Street, traveling along Union Street to Battelle Street to Oak Street. A map of the proposed TIF District and listing of included parcels of real property, as identified by Tax Map and Parcel Number, is provided in **Attachment 2**. The TIF District is being created by the City for the purpose of improving public infrastructure within the district to include right-of-way improvements along Willey Street, Spruce Street, Walnut Street, Brockway Avenue, Forest Avenue, and other streets and public property in the TIF District.

#### **The TIF Project**

The City proposes to develop/construct/install certain projects (the “TIF Projects”) within the TIF District, which TIF Projects may be acquired and constructed in several phases. The TIF Projects include the following public improvements: road, intersection, and public property improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure, to be known and designated as “Willey-Spruce-Brockway Redevelopment Project Plan No. 1” (the “Project Plan”), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquiring, constructing and equipping the Project Plan, being necessary public infrastructure improvements within the TIF District, and other related public infrastructure.

#### **Tax Increment Financing Obligations**

To finance the costs of the TIF Projects, the City proposes to use tax increment funds to finance the costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses on a pay-as-you-go basis and/or from proceeds of tax increment revenue bonds or other obligations issued by the City (the “TIF Obligations”), from time to time, in an aggregate amount not to exceed \$12,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. Such obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned to be used to (i) finance a portion of the costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses; (ii) fund reserves for the TIF Obligations; (iii) fund capitalized interest on the TIF Obligations, and (iv) pay costs of issuance of the TIF Obligations and related costs. To the extent that tax increment funds are available, all or portions of the TIF Projects may be financed directly with such tax increment funds. See **Section II.E** for more detailed Financing information and **Section II.G** for additional information on the proposed TIF Obligations.

**B(1): ESTIMATES**

*Projected increase in value of the taxable property in the development or redevelopment district upon successful completion of the project plan:*

The estimated increase in the taxable value of property in the TIF District is provided in the table below. The Estimated Appraised Value is provided in greater detail in the “CALCULATION OF PROJECTED NET PROPERTY TAX INCREMENT” analysis attached to **Section II.G – Tax Increment Financing Obligations**.

**Projected Increase in Appraised Values of Taxable Property in the TIF District (\$)**

Tax Year	Class II	Class IV*	Total
2015	0	5,000,000	5,000,000
2016	0	17,500,000	17,500,000
2017	0	45,000,000	45,000,000
2018	0	80,000,000	80,000,000
2019	0	80,800,000	80,000,000
2020	0	81,608,000	81,608,000
2021	0	82,424,080	82,424,080
2022	0	83,248,321	83,248,321
2023	0	84,080,804	84,080,804
2024	0	84,921,612	84,921,612
2025	0	85,770,828	85,770,828
2026	0	86,628,536	86,628,536
2027	0	87,494,822	87,494,822
2028	0	88,369,770	88,369,770
2029	0	89,253,468	89,253,468
2030	0	90,146,002	90,146,002
2031	0	91,047,462	91,047,462
2032	0	91,957,937	91,957,937
2033	0	92,877,516	92,877,516
2034	0	93,806,292	93,806,292
2035	0	94,744,355	94,744,355
2036	0	95,691,798	95,691,798
2037	0	96,648,716	96,648,716
2038	0	97,615,203	97,615,203
2039	0	98,591,355	98,591,355
2040	0	99,577,269	99,577,269
2041	0	100,573,041	100,573,041
2042	0	101,578,772	101,578,772
2043	0	102,594,560	102,594,560

\*Assumes annual inflation rate of 1.0% for Class IV property values beginning Tax Year 2019. Projected increase in Taxable Assessed Values in District is based on the following preliminary development estimates:

Tax Year	Appraised (\$)	Class	Description of Development
2015	5,000,000	IV	Estimated Increase from existing development
2016	12,500,000	IV	Private student housing project #1
2017	27,500,000	IV	Private student housing project #2
2018	20,000,000	IV	Private student housing project #3
2018	<u>15,000,000</u>	IV	Speculative project development
Total	80,000,000		

**B(2): ESTIMATES**

*Number of jobs to be created by this project in the project area or district. Estimated jobs are as follows:*

**Estimated Job Creation within the TIF District**

<u>Job Category</u>	<u>Professional</u>	<u>Clerical/Admin</u>	<u>Skilled</u>	<u>Semi-skilled</u>	<u>Unskilled</u>
Wages	\$75-\$150K	\$25-\$75K	\$40-\$75K	\$20-\$40K	\$15-\$20K

Construction jobs: All City projects will be either constructed by full-time and/or part-time City employees or bid according to Davis-Bacon wages in which prevailing wage rate jobs will be utilized for laborers, equipment operators, carpenters, concrete finishers, truck drivers, etc. These jobs will have reasonable expectations of producing retaining and/or contributing to 100 jobs within the classes previously mentioned.

Benefits: The City views these previously mentioned projects as a tool which can be implemented to cease the spread of slum and blight in which will correlate into increasing property values of its property owners by 15% over the next thirty (30) years and by improving its citizens' quality of life. The most important aspect the city can control is its core infrastructure.

The TIF Projects will be funded from a combination of tax increment funds and the proceeds of the TIF Obligations. These constitute the TIF Projects in the Project Plan and will continue to generate jobs both during and after the revitalization project is complete.

**PUBLIC IMPROVEMENTS**

The TIF Projects are expected to include the following public improvements: road, intersection and public property improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure.

<b>Public Improvements*</b>	<b>Estimated Total (\$)</b>
Willey Street, Spruce Street, Walnut Street, Brockway Avenue, Deckers Creek Boulevard, Richwood Avenue and Forest Street and other street right of way improvements	4,000,000
Lighting improvements within the TIF District	750,000
Public property improvements along Spruce Street	250,000
Utility infrastructure upgrades and improvements	2,000,000
<b>TOTAL</b>	<b>7,000,000</b>

\* Please refer to Attachment 2 for a specific identification of proposed location of public improvements.

**D. ESTIMATED BREAKDOWN OF PROJECT COSTS\***

The Estimated Breakdown of Project Costs below is anticipated to be fully financed from Pay-As-You-Go funds from the TIF Fund (as hereinafter defined) and tax increment revenue bonds ("TIF Obligations"). See Section II.G – Tax Increment Financing Obligations and Section II.E – Financing for more detailed information.

	<u>TOTAL*</u>	<u>Proposed Financing Method</u>
1. Capital Costs	\$ _____	
2. Financing Costs	\$ 386,400	TIF Obligations
3. Professional Services	\$ _____	
4. Land	\$ _____	
5. Relocation Costs	\$ _____	
6. Environmental Impact Studies	\$ _____	
7. Public Information	\$ _____	
8. Construction of Public Works	\$ 7,000,000	TIF Obligations
9. Costs of the sale/lease of City property that results in a loss to City	\$ _____	
10. Obligations Capitalized Interest	\$ 1,104,000	TIF Obligations
11. Obligations Reserve Funds	\$ 709,600	TIF Obligations
<b>Total Project Costs:</b>	<b>\$ 9,200,000</b>	

\*Notes to Items 1 through 11:

- 2) Estimated Financing Costs for the Obligations as provided in Section II.G
- 8) See Section II.C for estimated breakdown of Project costs
- 10) Estimated Capitalized Interest on the Obligations as provided in Section II.G
- 11) Estimated Reserve Funds for the Obligations as provided in Section II.G

**Estimated Sources, Amounts, Rate and Term <sup>(1)</sup>**

To finance the TIF Projects, the City proposes to use tax increment funds to finance the costs of the TIF Projects, including architectural, engineering, legal and other professional fees and expenses on a pay-as-you-go basis and/or from proceeds of the TIF Obligations in an aggregate amount not to exceed \$12,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. TIF Obligations may be issued from time to time in one or more series.

The City anticipates funding a portion or all of the TIF Projects on a “pay-as-you-go” basis until TIF Obligations are issued.

Sources	Amount	Interest Rate	Maturity	Anticipated Payoff	Status
Series 2015 TIF Obligations	\$9,200,000	6.00%	2044	2038 <sup>(2)</sup>	Public Hearing on Project and District scheduled.
<b>Total</b>	<b>\$9,200,000</b>				

(1) Amounts and interest rates are preliminary and subject to change based on market conditions at the time of sale of the TIF Obligations.

(2) The TIF Obligations are planned to be issued with a final maturity in 2044. To the extent Excess Funds (as defined in Section II.G) are used to redeem outstanding obligations, it is projected that the TIF Obligations could pay off as early as 2038.

## ALTERNATE FUNDING

*What alternate sources of funding have been explored? Why are they unavailable for this project?*

The City has made every attempt to finance the TIF Projects using alternate sources of funding, specifically state and federal grants and loans. Over the past several years, the City has maximized available state and federal grant and loan programs and will continue to seek such sources of funding to compliment the use of tax increment funds to finance the TIF Projects. Additionally, the City has expended a considerable amount of its general revenue budget to pay for such public improvement projects over the past several years (See **Attachment 8, TAB A.**). However, due to the limited availability and annual amounts of such funding sources, the City is not capable of funding the TIF Projects without the use of tax increment funds as proposed in this application.

TIF funding is the last resort for completing the vital infrastructure projects within the city because it is not efficient to wait for other sources of funding. The TIF money will allow for these projects to be completed simultaneously, which is necessary for these infrastructure improvements and to achieve the greatest economic impact for the City and surrounding area. Simultaneous project completion is the most efficient and inexpensive process for completion of road and streetscape improvements.

*If TIF obligations are expected to be issued, the following information must also be included:*

1. *Amount of TIF indebtedness that may be incurred:* Approximately \$9,200,000
2. *Other revenues to be used to finance the debt (other than tax increments in the TIF Fund):* None
3. *Other monies to be deposited in TIF Fund for the development project area or district:* None
4. *If less than the full tax increment is to be used for debt service payments or directly for TIF Project costs and expenses on a pay-as-you-go basis, explain how the excess will be used or distributed:*

Any principal and interest on TIF Obligations issued by the City shall be payable from the tax increment financing fund ("TIF Fund") established for the TIF District. Any revenues in the TIF Fund that are not: (i) used for the scheduled payment of the principal of and interest on TIF Obligations, (ii) used for the payment of accrued but unpaid debt service due to insufficient TIF funds to make prior debt service payments, (iii) held in reserve funds established by the issuance of TIF Obligations, (iv) used for annual expenses for servicing the TIF Obligations, or (v) used for approved TIF Project costs within the TIF District on a pay-as-you-go basis, shall be deemed "excess funds" at the end of each fiscal year.

"Excess funds" may be used for (i) the scheduled payment of the principal of and interest on additional TIF Obligations, (ii) payment of accrued but unpaid debt service due to insufficient TIF funds to make prior debt service payments on additional TIF Obligations, (iii) funding reserve funds established by the issuance of additional TIF Obligations, (iv) payment of annual expenses for servicing additional TIF Obligations, (v) funding for additional TIF Projects in the TIF District approved in a Project Plan or Project Plans pursuant to the Act, (vi) distribution into current funds of the appropriate levying bodies, (vii) retention of funds for approved TIF Projects, and/or (viii) all other purposes for which TIF Fund monies may be expended pursuant to the Act. To the extent that Excess Funds are not used for any of the purposes set forth in this paragraph, such excess funds shall be used for early repayment of outstanding TIF Obligations in accordance with the financing terms therefore.

5. *Terms for early repayment of the TIF Obligations:*

The City plans to issue TIF Obligations in one or more series with an initial final maturity 30 years from the date of the creation of the TIF District. The City anticipates that the TIF Obligations would be callable within 10 years or less from the date of issuance. Upon payment in full of the outstanding principal of, interest on and redemption premium, if any, for the TIF Obligations and all administrative or annual expenses related to the TIF Obligations and/or the TIF District, the City shall dissolve the TIF District; provided, however, that if the City has not completed all of the approved TIF Projects set forth in this application or has approved a new Project Plan or Project Plans subsequent to the issuance of the TIF Obligations, the TIF District shall not be dissolved prior to its statutorily mandated termination until the obligations created on the TIF Fund by such Project Plan or Project Plans have been fulfilled.

6. *Attach a letter from a bond counsel and/or financial underwriter stating that the proposed project could support tax increment financing bonds or other obligations and the terms and conditions of such offering.*

Investment Banker/Placement Agent: Piper Jaffray & Co.  
Address: 405 Capitol Street, Suite 613, Charleston, WV 25301  
Telephone: (304) 343-7101 or (304) 343-7102

A letter prepared by Piper Jaffray & Co., Investment Banker/Placement Agent for the TIF Project, is provided in **Attachment 17** stating that the TIF Project could support the issuance of TIF Obligations within the limitations and subject to the assumptions stated therein. Bond counsel has not yet been engaged by the City, but upon engagement of bond counsel, a letter from bond counsel will be attached to **Attachment 17**.

## SOURCES AND USES OF FUNDS

City of Morgantown (West Virginia)  
Tax Increment Revenue Bonds, Series 2015  
(Redevelopment District No. 4)

Dated Date 06/01/2015  
Delivery Date 06/01/2015

## Sources:

Bond Proceeds:	
Par Amount	9,200,000.00
	9,200,000.00

## Uses:

Project Fund Deposits:	
Project Fund	7,000,000.00
Other Fund Deposits:	
Reserve Fund	709,600.00
Capitalized Interest Fund	1,104,000.00
	1,813,600.00
Delivery Date Expenses:	
Cost of Issuance	386,400.00
	9,200,000.00

## Notes:

All figures herein are preliminary, subject to change.  
Reserve Fund equal to the maximum annual debt service on the Bonds.  
Capitalized Interest on the Bonds to June 1, 2017.  
Estimated Cost of Issuance.

## BOND PRICING

City of Morgantown (West Virginia)  
Tax Increment Revenue Bonds, Series 2015  
(Redevelopment District No. 4)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
	06/01/2044	9,200,000	6.000%	6.000%	100.000
		9,200,000			

Dated Date	06/01/2015		
Delivery Date	06/01/2015		
First Coupon	12/01/2015		
Par Amount	9,200,000.00		
Original Issue Discount	-		
Production	9,200,000.00	100.000000%	
Underwriter's Discount	-		
Purchase Price	9,200,000.00	100.000000%	
Accrued Interest	-		
Net Proceeds	9,200,000.00		

## Notes:

All figures herein are preliminary, subject to change.  
Stated interest rate is for planning purposes only.

## DEBT SERVICE - WITHOUT REDEMPTION OF BONDS

City of Morgantown (West Virginia)  
Tax Increment Revenue Bonds, Series 2015  
(Redevelopment District No. 4)

Dated Date 06/01/2015  
Delivery Date 06/01/2015

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2015	-	-	276,000	276,000	-
06/01/2016	-	-	276,000	276,000	552,000
12/01/2016	-	-	276,000	276,000	-
06/01/2017	-	-	276,000	276,000	552,000
12/01/2017	-	-	276,000	276,000	-
06/01/2018	-	-	276,000	276,000	552,000
12/01/2018	-	-	276,000	276,000	-
06/01/2019	155,000	6.000%	276,000	431,000	707,000
12/01/2019	-	-	271,350	271,350	-
06/01/2020	165,000	6.000%	271,350	436,350	707,700
12/01/2020	-	-	266,400	266,400	-
06/01/2021	175,000	6.000%	266,400	441,400	707,800
12/01/2021	-	-	261,150	261,150	-
06/01/2022	185,000	6.000%	261,150	446,150	707,300
12/01/2022	-	-	255,600	255,600	-
06/01/2023	195,000	6.000%	255,600	450,600	706,200
12/01/2023	-	-	249,750	249,750	-
06/01/2024	210,000	6.000%	249,750	459,750	709,500
12/01/2024	-	-	243,450	243,450	-
06/01/2025	220,000	6.000%	243,450	463,450	706,900
12/01/2025	-	-	236,850	236,850	-
06/01/2026	235,000	6.000%	236,850	471,850	708,700
12/01/2026	-	-	229,800	229,800	-
06/01/2027	250,000	6.000%	229,800	479,800	709,600
12/01/2027	-	-	222,300	222,300	-
06/01/2028	260,000	6.000%	222,300	482,300	704,600
12/01/2028	-	-	214,500	214,500	-
06/01/2029	280,000	6.000%	214,500	494,500	709,000
12/01/2029	-	-	206,100	206,100	-
06/01/2030	295,000	6.000%	206,100	501,100	707,200
12/01/2030	-	-	197,250	197,250	-
06/01/2031	315,000	6.000%	197,250	512,250	709,500
12/01/2031	-	-	187,800	187,800	-
06/01/2032	330,000	6.000%	187,800	517,800	705,600
12/01/2032	-	-	177,900	177,900	-
06/01/2033	350,000	6.000%	177,900	527,900	705,800
12/01/2033	-	-	167,400	167,400	-
06/01/2034	370,000	6.000%	167,400	537,400	704,800
12/01/2034	-	-	156,300	156,300	-
06/01/2035	395,000	6.000%	156,300	551,300	707,600
12/01/2035	-	-	144,450	144,450	-
06/01/2036	420,000	6.000%	144,450	564,450	708,900
12/01/2036	-	-	131,850	131,850	-
06/01/2037	445,000	6.000%	131,850	576,850	708,700
12/01/2037	-	-	118,500	118,500	-
06/01/2038	470,000	6.000%	118,500	588,500	707,000
12/01/2038	-	-	104,400	104,400	-
06/01/2039	500,000	6.000%	104,400	604,400	708,800
12/01/2039	-	-	89,400	89,400	-

## DEBT SERVICE - WITHOUT REDEMPTION OF BONDS

City of Morgantown (West Virginia)  
Tax Increment Revenue Bonds, Series 2015  
(Redevelopment District No. 4)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2040	530,000	6.000%	89,400	619,400	708,800
12/01/2040	-	-	73,500	73,500	-
06/01/2041	560,000	6.000%	73,500	633,500	707,000
12/01/2041	-	-	56,700	56,700	-
06/01/2042	595,000	6.000%	56,700	651,700	708,400
12/01/2042	-	-	38,850	38,850	-
06/01/2043	630,000	6.000%	38,850	668,850	707,700
12/01/2043	-	-	19,950	19,950	-
06/01/2044	665,000	6.000%	19,950	684,950	704,900
	9,200,000		10,851,000	20,051,000	20,051,000

## Notes:

All figures herein are preliminary, subject to change.  
Stated interest rate is for planning purposes only.

## NET DEBT SERVICE - WITHOUT REDEMPTION OF BONDS

City of Morgantown (West Virginia)  
Tax Increment Revenue Bonds, Series 2015  
(Redevelopment District No. 4)

Period Ending	Principal	Coupon	Interest	Total Debt Service	Reserve Fund	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
12/01/2015	-	-	276,000	276,000	-	276,000	-	-
06/01/2016	-	-	276,000	276,000	-	276,000	-	-
12/01/2016	-	-	276,000	276,000	-	276,000	-	-
06/01/2017	-	-	276,000	276,000	-	276,000	-	-
12/01/2017	-	-	276,000	276,000	-	-	276,000	-
06/01/2018	-	-	276,000	276,000	-	-	276,000	552,000
12/01/2018	-	-	276,000	276,000	-	-	276,000	-
06/01/2019	155,000	6.000%	276,000	431,000	-	-	431,000	707,000
12/01/2019	-	-	271,350	271,350	-	-	271,350	-
06/01/2020	165,000	6.000%	271,350	436,350	-	-	436,350	707,700
12/01/2020	-	-	266,400	266,400	-	-	266,400	-
06/01/2021	175,000	6.000%	266,400	441,400	-	-	441,400	707,800
12/01/2021	-	-	261,150	261,150	-	-	261,150	-
06/01/2022	185,000	6.000%	261,150	446,150	-	-	446,150	707,300
12/01/2022	-	-	255,600	255,600	-	-	255,600	-
06/01/2023	195,000	6.000%	255,600	450,600	-	-	450,600	706,200
12/01/2023	-	-	249,750	249,750	-	-	249,750	-
06/01/2024	210,000	6.000%	249,750	459,750	-	-	459,750	709,500
12/01/2024	-	-	243,450	243,450	-	-	243,450	-
06/01/2025	220,000	6.000%	243,450	463,450	-	-	463,450	706,900
12/01/2025	-	-	236,850	236,850	-	-	236,850	-
06/01/2026	235,000	6.000%	236,850	471,850	-	-	471,850	708,700
12/01/2026	-	-	229,800	229,800	-	-	229,800	-
06/01/2027	250,000	6.000%	229,800	479,800	-	-	479,800	709,600
12/01/2027	-	-	222,300	222,300	-	-	222,300	-
06/01/2028	260,000	6.000%	222,300	482,300	-	-	482,300	704,600
12/01/2028	-	-	214,500	214,500	-	-	214,500	-
06/01/2029	280,000	6.000%	214,500	494,500	-	-	494,500	709,000
12/01/2029	-	-	206,100	206,100	-	-	206,100	-
06/01/2030	295,000	6.000%	206,100	501,100	-	-	501,100	707,200
12/01/2030	-	-	197,250	197,250	-	-	197,250	-
06/01/2031	315,000	6.000%	197,250	512,250	-	-	512,250	709,500
12/01/2031	-	-	187,800	187,800	-	-	187,800	-
06/01/2032	330,000	6.000%	187,800	517,800	-	-	517,800	705,600
12/01/2032	-	-	177,900	177,900	-	-	177,900	-
06/01/2033	350,000	6.000%	177,900	527,900	-	-	527,900	705,800

## NET DEBT SERVICE - WITHOUT REDEMPTION OF BONDS

City of Morgantown (West Virginia)  
Tax Increment Revenue Bonds, Series 2015  
(Redevelopment District No. 4)

Period Ending	Principal	Coupon	Interest	Total Debt Service	Reserve Fund	Capitalized Interest Fund	Net Debt Service	Annual Net D/S
12/01/2035	-	-	167,400	167,400	-	-	167,400	-
06/01/2034	370,000	6.000%	167,400	537,400	-	-	537,400	704,800
12/01/2034	-	-	156,300	156,300	-	-	156,300	-
06/01/2035	395,000	6.000%	156,300	551,300	-	-	551,300	707,600
12/01/2035	-	-	144,450	144,450	-	-	144,450	-
06/01/2036	420,000	6.000%	144,450	564,450	-	-	564,450	708,900
12/01/2036	-	-	131,850	131,850	-	-	131,850	-
06/01/2037	445,000	6.000%	131,850	576,850	-	-	576,850	708,700
12/01/2037	-	-	118,500	118,500	-	-	118,500	-
06/01/2038	470,000	6.000%	118,500	588,500	-	-	588,500	707,000
12/01/2038	-	-	104,400	104,400	-	-	104,400	-
06/01/2039	500,000	6.000%	104,400	604,400	-	-	604,400	708,800
12/01/2039	-	-	89,400	89,400	-	-	89,400	-
06/01/2040	530,000	6.000%	89,400	619,400	-	-	619,400	708,800
12/01/2040	-	-	73,500	73,500	-	-	73,500	-
06/01/2041	560,000	6.000%	73,500	633,500	-	-	633,500	707,000
12/01/2041	-	-	56,700	56,700	-	-	56,700	-
06/01/2042	595,000	6.000%	56,700	651,700	-	-	651,700	708,400
12/01/2042	-	-	38,850	38,850	-	-	38,850	-
06/01/2043	630,000	6.000%	38,850	668,850	-	-	668,850	707,700
12/01/2043	-	-	19,950	19,950	-	-	19,950	-
06/01/2044	665,000	6.000%	19,950	684,950	709,600	-	-24,650	-4,700
	9,200,000		10,851,000	20,051,000	709,600	1,104,000	18,237,400	18,237,400

## Notes:

- All figures herein are preliminary, subject to change.
- Capitalized Interest on the Bonds to June 1, 2017.
- Reserve Fund principal used to make final payment on the Bonds.

BOND SOLUTION - WITH MANDATORY REDEMPTION OF BONDS

City of Morgantown (West Virginia)  
 Tax Increment Revenue Bonds, Series 2015  
 (Redevelopment District No. 4)

Period Ending	Projected Principal	Projected Principal+ Interest	Capitalized Interest & Reserve Funds	Net Debt Service	Projected Revenues	Projected Surplus	Cumulative Projected Surplus	Debt Service Coverage
06/01/2016	-	552,000	-552,000	-	42,481	42,481	42,481	-
06/01/2017	-	552,000	-552,000	-	161,084	161,084	203,565	-
06/01/2018	-	552,000	-	552,000	422,127	-129,873	73,692	76.47228%
06/01/2019	270,000	822,000	-	822,000	754,390	-67,610	6,081	91.77493%
06/01/2020	230,000	765,800	-	765,800	761,881	-3,919	2,162	99.48822%
06/01/2021	245,000	767,000	-	767,000	769,445	2,445	4,608	100.31884%
06/01/2022	270,000	777,300	-	777,300	777,085	-215	4,392	99.97231%
06/01/2023	295,000	786,100	-	786,100	784,799	-1,301	3,092	99.83454%
06/01/2024	320,000	793,400	-	793,400	792,590	-810	2,282	99.89789%
06/01/2025	345,000	799,200	-	799,200	800,457	1,257	3,539	100.15730%
06/01/2026	375,000	808,500	-	808,500	808,402	-98	3,441	99.98788%
06/01/2027	405,000	816,000	-	816,000	816,425	425	3,866	100.05209%
06/01/2028	435,000	821,700	-	821,700	824,527	2,827	6,693	100.34406%
06/01/2029	475,000	835,600	-	835,600	832,709	-2,891	3,802	99.65402%
06/01/2030	510,000	842,100	-	842,100	840,971	-1,129	2,673	99.86598%
06/01/2031	545,000	846,500	-	846,500	849,315	2,815	5,488	100.33256%
06/01/2032	590,000	858,800	-	858,800	857,741	-1,059	4,429	99.87669%
06/01/2033	635,000	868,400	-	868,400	866,250	-2,150	2,279	99.75239%
06/01/2034	675,000	870,300	-	870,300	874,842	4,542	6,821	100.52192%
06/01/2035	730,000	884,800	-	884,800	883,519	-1,281	5,541	99.85525%
06/01/2036	785,000	896,000	-	896,000	892,282	-3,718	1,822	99.58500%
06/01/2037	835,000	898,900	-	898,900	901,130	2,230	4,052	100.24809%
06/01/2038	230,000	243,800	-898,900	-655,100	910,066	1,565,166	1,569,218	-
06/01/2039	-	-	-	-	919,089	919,089	2,488,307	-
06/01/2040	-	-	-	-	928,201	928,201	3,416,508	-
06/01/2041	-	-	-	-	937,403	937,403	4,353,911	-
06/01/2042	-	-	-	-	946,695	946,695	5,300,605	-
06/01/2043	-	-	-	-	956,078	956,078	6,256,683	-
06/01/2044	-	-	-	-	965,553	965,553	7,222,237	-
	9,200,000	17,658,200	-2,002,900	15,655,300	22,877,537	7,222,237		

---

BOND SOLUTION - WITH MANDATORY REDEMPTION OF BONDS

City of Morgantown (West Virginia)  
Tax Increment Revenue Bonds, Series 2015  
(Redevelopment District No. 4)

Notes:

All figures herein are preliminary, subject to change.  
See Projection of Net Property Tax Increment for Projected Revenues.  
Capitalized Interest on the Bonds to June 1, 2017.  
Reserve Fund principal used to make final payment on the Bonds.

City of Morgantown Redevelopment District No. 4

CALCULATION OF PROJECTED NET PROPERTY TAX INCREMENT

Tax Year	Due (April)	APPRAISED VALUES INCREASE (1)			ASSESSED VALUES INCREASE (1)			LEVY RATE (2)		NET PROPERTY TAX INCREMENT (3)					
		II	IV	Total	II	IV	Total	II	Class IV	II	Class IV	Gross	Discount	Admin	Net
2014	BASE														
2015	2016	0	5,000,000	5,000,000	0	3,000,000	3,000,000	0.8330%	1.6660%	0	49,980	49,980	(2,499)	(5,000)	42,481
2016	2017	0	17,500,000	17,500,000	0	10,500,000	10,500,000	0.8330%	1.6660%	0	174,930	174,930	(8,747)	(5,100)	161,084
2017	2018	0	45,000,000	45,000,000	0	27,000,000	27,000,000	0.8330%	1.6660%	0	449,820	449,820	(22,491)	(5,202)	422,127
2018	2019	0	80,000,000	80,000,000	0	48,000,000	48,000,000	0.8330%	1.6660%	0	799,680	799,680	(39,984)	(5,306)	754,390
2019	2020	0	80,800,000	80,000,000	0	48,480,000	48,480,000	0.8330%	1.6660%	0	807,677	807,677	(40,384)	(5,412)	761,881
2020	2021	0	81,608,000	81,608,000	0	48,964,800	48,964,800	0.8330%	1.6660%	0	815,754	815,754	(40,788)	(5,520)	769,445
2021	2022	0	82,424,080	82,424,080	0	49,454,448	49,454,448	0.8330%	1.6660%	0	823,911	823,911	(41,196)	(5,631)	777,085
2022	2023	0	83,248,321	83,248,321	0	49,948,992	49,948,992	0.8330%	1.6660%	0	832,150	832,150	(41,608)	(5,743)	784,799
2023	2024	0	84,080,804	84,080,804	0	50,448,482	50,448,482	0.8330%	1.6660%	0	840,472	840,472	(42,024)	(5,858)	792,590
2024	2025	0	84,921,612	84,921,612	0	50,952,967	50,952,967	0.8330%	1.6660%	0	848,876	848,876	(42,444)	(5,975)	800,457
2025	2026	0	85,770,828	85,770,828	0	51,462,497	51,462,497	0.8330%	1.6660%	0	857,365	857,365	(42,868)	(6,095)	808,402
2026	2027	0	86,628,536	86,628,536	0	51,977,122	51,977,122	0.8330%	1.6660%	0	865,939	865,939	(43,297)	(6,217)	816,425
2027	2028	0	87,494,822	87,494,822	0	52,496,893	52,496,893	0.8330%	1.6660%	0	874,598	874,598	(43,730)	(6,341)	824,527
2028	2029	0	88,369,770	88,369,770	0	53,021,862	53,021,862	0.8330%	1.6660%	0	883,344	883,344	(44,167)	(6,468)	832,709
2029	2030	0	89,253,468	89,253,468	0	53,552,081	53,552,081	0.8330%	1.6660%	0	892,178	892,178	(44,609)	(6,597)	840,971
2030	2031	0	90,146,002	90,146,002	0	54,087,601	54,087,601	0.8330%	1.6660%	0	901,099	901,099	(45,055)	(6,729)	849,315
2031	2032	0	91,047,462	91,047,462	0	54,628,477	54,628,477	0.8330%	1.6660%	0	910,110	910,110	(45,506)	(6,864)	857,741
2032	2033	0	91,957,937	91,957,937	0	55,174,762	55,174,762	0.8330%	1.6660%	0	919,212	919,212	(45,961)	(7,001)	866,250
2033	2034	0	92,877,516	92,877,516	0	55,726,510	55,726,510	0.8330%	1.6660%	0	928,404	928,404	(46,420)	(7,141)	874,842
2034	2035	0	93,806,292	93,806,292	0	56,283,775	56,283,775	0.8330%	1.6660%	0	937,688	937,688	(46,884)	(7,284)	883,519
2035	2036	0	94,744,355	94,744,355	0	56,846,613	56,846,613	0.8330%	1.6660%	0	947,065	947,065	(47,353)	(7,430)	892,282
2036	2037	0	95,691,798	95,691,798	0	57,415,079	57,415,079	0.8330%	1.6660%	0	956,535	956,535	(47,827)	(7,578)	901,130
2037	2038	0	96,648,716	96,648,716	0	57,989,230	57,989,230	0.8330%	1.6660%	0	966,101	966,101	(48,305)	(7,730)	910,066
2038	2039	0	97,615,203	97,615,203	0	58,569,122	58,569,122	0.8330%	1.6660%	0	975,762	975,762	(48,788)	(7,884)	919,089
2039	2040	0	98,591,355	98,591,355	0	59,154,813	59,154,813	0.8330%	1.6660%	0	985,519	985,519	(49,276)	(8,042)	928,201
2040	2041	0	99,577,269	99,577,269	0	59,746,361	59,746,361	0.8330%	1.6660%	0	995,374	995,374	(49,769)	(8,203)	937,403
2041	2042	0	100,573,041	100,573,041	0	60,343,825	60,343,825	0.8330%	1.6660%	0	1,005,328	1,005,328	(50,266)	(8,367)	946,695
2042	2043	0	101,578,772	101,578,772	0	60,947,263	60,947,263	0.8330%	1.6660%	0	1,015,381	1,015,381	(50,769)	(8,534)	956,078
2043	2044	0	102,594,560	102,594,560	0	61,556,736	61,556,736	0.8330%	1.6660%	0	1,025,535	1,025,535	(51,277)	(8,705)	965,553

NOTES:

(1) Projected increase in Taxable Assessed Values in TIF District (Assessed = 60% of Appraised Values):

Tax Year	Appraised (\$)	Assessed (\$)	Class	Description of Development
2015	5,000,000	3,000,000	IV	Estimated Increase from existing development
2016	12,500,000	7,500,000	IV	Private student housing project #1
2017	27,500,000	16,500,000	IV	Private student housing project #2
2018	20,000,000	12,000,000	IV	Private student housing project #3
2018	15,000,000	9,000,000	IV	Speculative project development
	80,000,000	48,000,000		

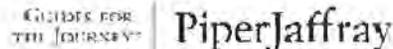
Annual Inflation Rate of Class IV values = 1.0% Beginning Tax Year 2019

(2) Current Tax Levy Rates for Tax Year 2014:

Levy	Class I	Class II	Class IV
State	0.25	0.50	1.00
City	12.50	25.00	50.00
County	9.50	19.00	38.00
School	19.40	38.80	77.60
Total	41.65	83.30	166.60

(3) Estimated Property Tax Discount = 5.0%

Admin fees of the TIF District increase 2.0% per year.



## DISCLAIMER

---

*Piper Jaffray is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Jaffray is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a 'recommendation' or 'advice' within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Jaffray is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Jaffray's primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm's-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.*

*The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Jaffray expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Jaffray could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Jaffray as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.*

**Attachment 1: Map showing the existing uses and conditions of the real property in the project area or district.**

Attached hereto are a text description of the TIF District boundaries and an aerial map showing the current land use of properties in the proposed TIF District.

**TAB A.**

**Text Description of the TIF District Boundaries**

The proposed TIF District includes parcels beginning at the intersection of Willey Street and Oak Street, traveling south along Willey Street to Spruce Street, traveling along Spruce Street to Walnut Street and Brockway Avenue, traveling along Brockway Avenue to Pennsylvania Avenue, traveling north to Richwood Avenue, traveling along Richwood to Union Street, traveling along Union Street to Battelle Street to Oak Street.

**TAB B.**

**Aerial map displaying properties within and boundaries of TIF District**



**Attachment 2:**

**A map showing proposed improvements and uses of the land in the project area or district and the boundaries of the property within the development or redevelopment project area or district whose increment will be used for this project.**

The following are attached hereto: (i) an map showing the boundaries of the proposed TIF District and (ii) the aerial map from **Attachment 1** showing the preliminary proposed improvements and uses of the land in the proposed TIF District, which preliminary proposed improvements and uses are subject to change according to additional information obtained at the time when such improvements and uses are being designed and/or constructed but which improvements and uses shall be located within or benefit the TIF District.



# Wiley - Spruce - Brockway TIF District Redevelopment Project Plan No. 1

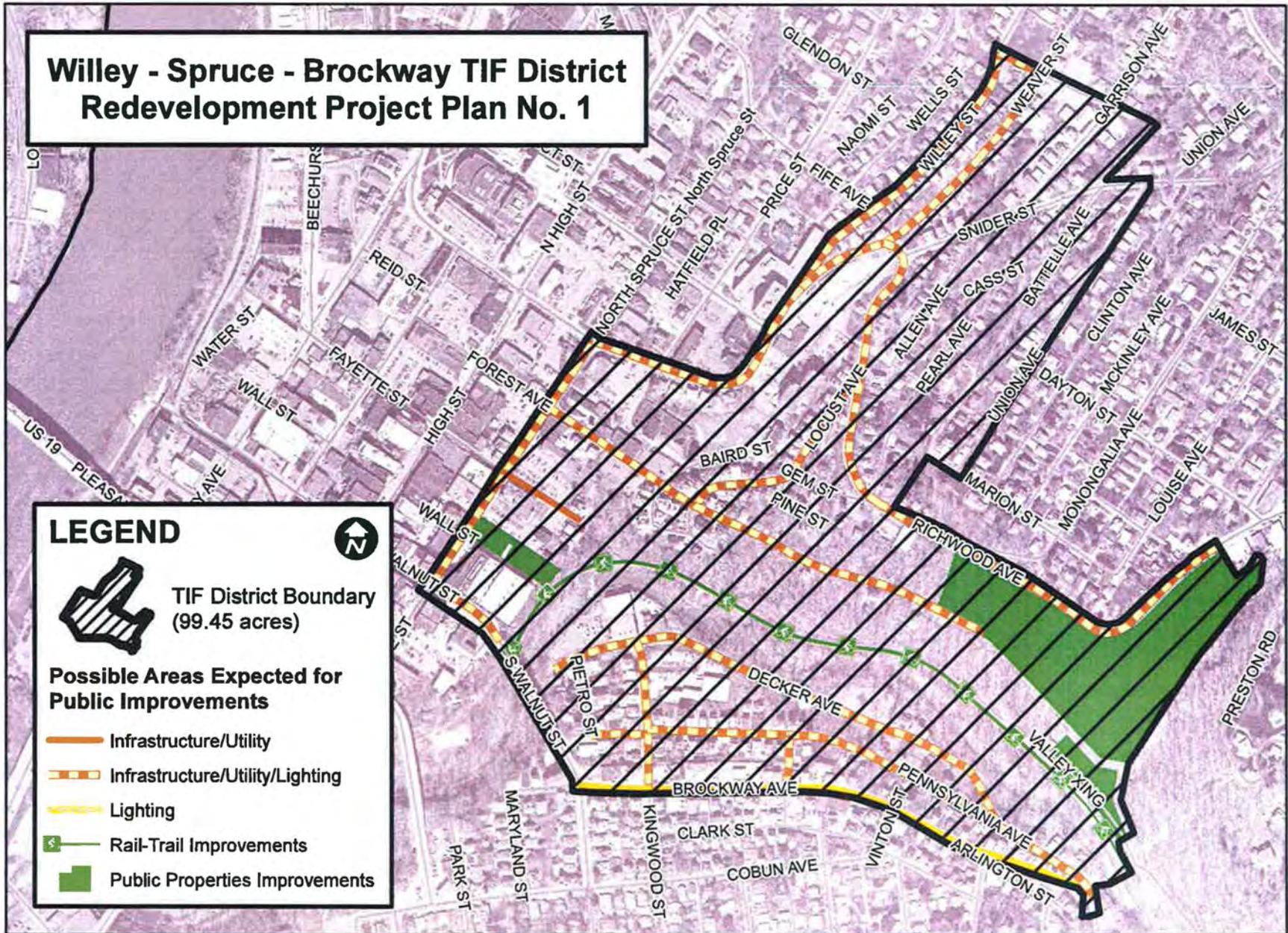
## LEGEND



TIF District Boundary  
(99.45 acres)

### Possible Areas Expected for Public Improvements

-  Infrastructure/Utility
-  Infrastructure/Utility/Lighting
-  Lighting
-  Rail-Trail Improvements
-  Public Properties Improvements



**Attachment 3:**

**A resolution, order or ordinance finding the project is not reasonably expected to occur without the use of tax increment financing.**

Attached hereto is a Resolution adopted by the City Council on October 7, 2014 establishing the public hearing date and other matters in connection with the TIF District. Upon adoption, a Resolution by the City Council approving and authorizing submission of the application to the West Virginia Development Office and making the necessary and appropriate findings regarding the reasonableness of the project occurring without the use of tax increment financing will be attached hereto.

**Attachment 4:**

**Copy of the certification by the county assessor of the base assessed value of the property whose increment will be used for this project.**

The base assessed value of the property as of July 1, 2013, as certified by the Monongalia County Assessor has been requested and will be attached hereto once available.

**Attachment 5:**

**If the current assessed value is different from the base-assessed value, a copy of the certification by the county assessor of the current assessed value of the property in the development or redevelopment area or district that will be used to help support TIF obligations for this project.**

The current assessed value of the property within the TIF District as of July 1, 2014 is not yet available.

**RESOLUTION**

**WHEREAS**, the City of Morgantown (the "City") is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia 1931, as amended (the "Act"), to create development and redevelopment districts, cause project plans to be prepared, to approve project plans, issue tax increment financing obligations and to take such other actions necessary or desirable to facilitate the orderly development and economic stability of the City, all as more fully set forth in the Act;

**WHEREAS**, the City desires to create and establish a redevelopment district to be known and designated as the "City of Morgantown Redevelopment District No. 4" (the "TIF District"), and to approve a redevelopment project plan, specifically being the acquisition, construction and equipping of road and intersection improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure, to be known and designated as "Willey-Spruce-Brockway Redevelopment Project Plan No. 1" (the "Project Plan"), all in order to facilitate the issuance of tax increment financing obligations to finance the costs of planning, acquiring, constructing and equipping the Project Plan, being necessary public infrastructure improvements within the TIF District; and

**WHEREAS**, the City, under and pursuant to the Act, desires to hold a public hearing at which interested parties be afforded a reasonable opportunity to express their views on the proposed creation of the TIF District, its proposed boundaries and the proposed Project Plan.

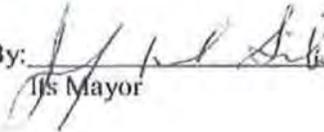
**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGANTOWN, AS FOLLOWS:**

1. It is hereby found and determined, subject to a public hearing and other required actions, that the City will consider for approval the Tax Increment Financial Application for the creation of the TIF District and approval of the Project Plan (the "Application") and, if approved, submit the Application to the West Virginia Development Office for consideration and obtain all other necessary approvals.
2. The City hereby sets a public hearing regarding the Application for October 21, 2014, at 7:00 p.m., prevailing time.
3. The City hereby approves for publication, under and in accordance with the applicable provisions of the Act, that certain Notice of Public Hearing, attached hereto as Exhibit A and incorporated herein by reference.
4. This Resolution shall become effective immediately upon adoption.

Adopted this 7th day of October, 2014.

CITY OF MORGANTOWN

By:   
Its City Manager

By:   
Its Mayor

APPROVED:

By:   
Its City Attorney

6570172 (19432.8)

**NOTICE OF PUBLIC HEARING**

TO BE PUBLISHED IN *THE DOMINION POST*  
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS  
ON FRIDAY, OCTOBER 10, AND  
FRIDAY, OCTOBER 17, 2014

**APPLICATION REGARDING CREATION OF  
THE CITY OF MORGANTOWN REDEVELOPMENT DISTRICT NO. 4  
AND APPROVAL OF A PROJECT PLAN FOR  
WILLEY-SPRUCE-BROCKWAY REDEVELOPMENT PROJECT NO. 1 AND  
ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS**

A public hearing will be held at a regular meeting of the City Council of Morgantown, Monongalia County, West Virginia (the "City Council"), on October 21, 2014, at 7:00 p.m., in the Council Chambers at City Hall located at 389 Spruce Street, Morgantown, West Virginia 26505, and at such hearing any person interested may appear and present comments, protests, suggestions and otherwise express their views respecting an application regarding the creation of a development district to be designated as "City of Morgantown Redevelopment District No. 4" (the "TIF District") in Morgantown, Monongalia County, West Virginia, and the financing of a project described in a Project Plan for the TIF District to be designated as "Spruce Street Redevelopment Project Plan No. 1" (the "Project Plan"). All comments, protests, suggestions and views shall be heard, and the City Council shall thereafter take such actions as it shall deem proper in the premises regarding the approval, pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act") respecting the application regarding the creation of the TIF District and the approval of the Project Plan. Following is a brief summary of such matters.

**Creation of TIF District**

The proposed TIF District is comprised of approximately 99 acres of real property located beginning at Willey and Oak Street, traveling south along Willey Street to Spruce Street, traveling south to Walnut, traveling along Walnut Street to Brockway Avenue, traveling along Brockway Avenue to Pennsylvania Avenue, traveling north to Richwood Avenue to Union Avenue, traveling along Union Avenue to Battelle Avenue then to Oak Street, as depicted on the map below.

[Insert Map]

### Approval of Project Plan

The City of Morgantown (the "City") proposes a Project Plan for the TIF District to develop/construct/install certain projects (the "TIF Projects") within the TIF District, which TIF Projects may be acquired and constructed in several phases. The TIF Projects include the following public improvements: road, intersection, and public property improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure.

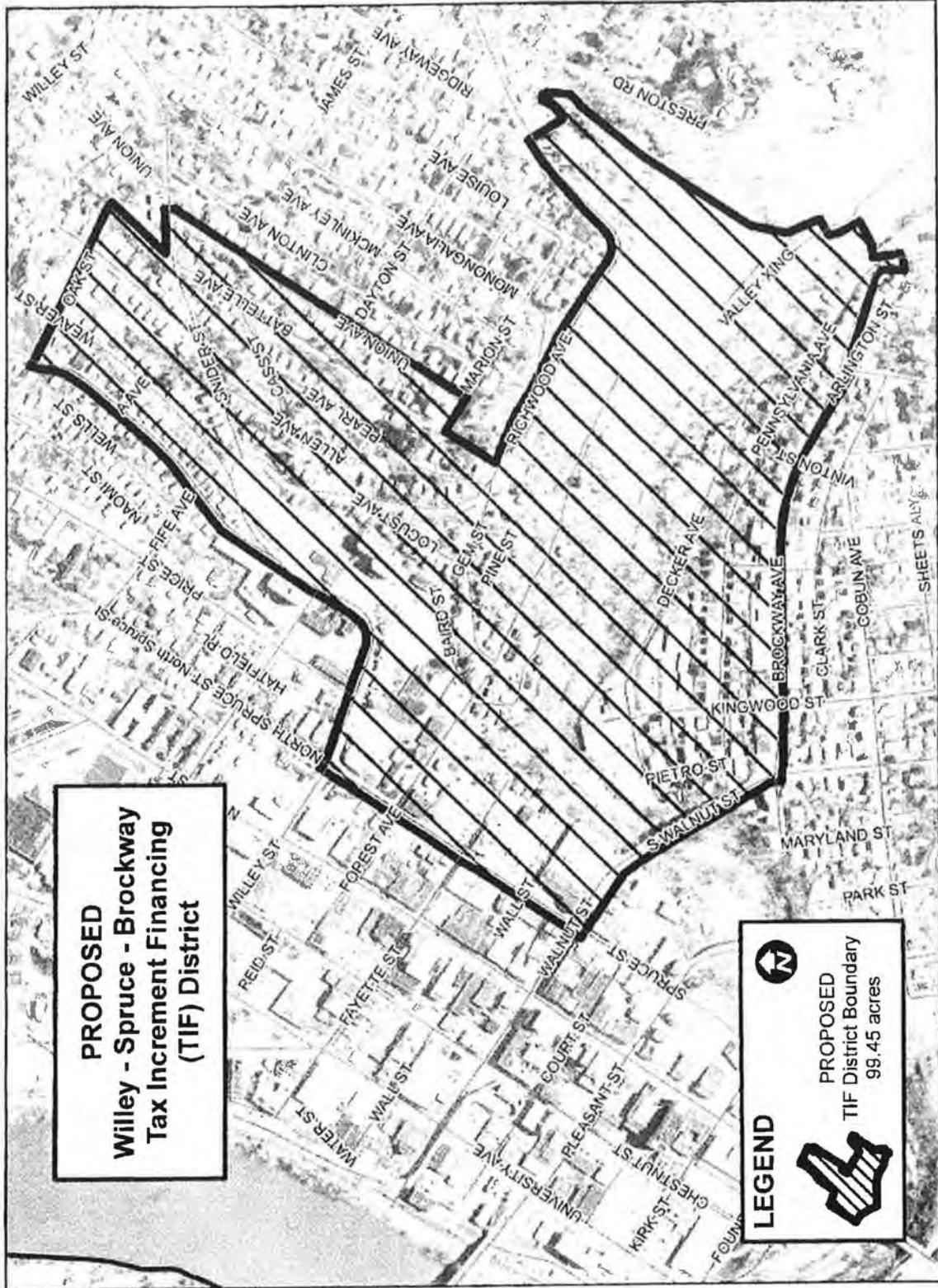
### Tax Increment Financing Obligations

To finance the costs of the TIF Projects, the City Council proposes to issue tax increment revenue bonds or other obligations (the "TIF Obligations") in an amount not to exceed \$\_\_\_,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. Such obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned and expected to be used to (i) finance the costs of the TIF Project, including architectural, engineering, legal and other professional fees and expenses; (ii) fund reserves for the obligations; (iii) fund capitalized interest on the TIF Obligations; and (iv) pay costs of issuance of the TIF Obligations, including relating to the creation of the TIF District and preparation and approval of the Project Plan and related costs. A portion of the TIF Projects may also be paid directly from tax increment revenues.

Further information regarding the proposed TIF District, the Project Plan, the TIF Projects and the TIF Obligations are on file and available for inspection at the office of the City Clerk during regular business hours, located at the City Clerk's office in City Hall, 389 Spruce Street, Morgantown, West Virginia.

Dated: October 7, 2014.

By: /s/ Linda Little  
City Clerk



Prepared by the Development Services Department (02 OCT 2014)

**Attachment 6:**

**Verification and results of the public hearings.**

The City will hold a public hearing on the proposed TIF District and proposed Project Plan on October 21, 2014. The Affidavit of Publication of the Notice of Public Hearing and minutes from the public hearings will be attached hereto.

**Attachment 7:**

**Analysis of costs to other communities or areas in West Virginia as a result of this development.**

There are no known costs to other communities or areas in West Virginia as a result of the proposed TIF District or proposed Project Plan.

**Attachment 8:**

**Other information including the effect on the economy that may be necessary or useful to determine whether the project is financially feasible.**

The deteriorating condition of certain parts of Morgantown has become a hindrance to the overall desire to live and work in certain areas of the City. The construction/installation of public property improvements (including utility relocation, sidewalks, curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure) will serve to compliment the overall goals of the City. The real property within the TIF District and the citizens of the City will benefit from the elimination of and prevention of the spread of blighted and deteriorated areas, increasing employment opportunities and encouraging commerce, industry and citizens to remain and relocate to the area. In addition, the real property and citizens within the TIF District will benefit in the form of public improvements from funds to be generated and captured in TIF Fund over the 30-year life of the TIF District.

The Project Plan will improve the quality of life of those living and working in the City. The infrastructure and streetscape improvements, combined with the anticipated new development within the proposed TIF District will attract new businesses and residents to the City and provide new employment opportunities.

In late 2011 and early 2012, the City worked with surrounding jurisdictions and government entities to pursue a combined planning effort. The result was the Comprehensive Plan provided in this attachment, which was adopted by the City Council on June 18, 2013.

**Attachment 9:**

**A memorandum of understanding (MOU) between the developer/responsible parties and the county or municipality about how the competitive bidding process will be conducted.**

Not Applicable - The City is the applicant and will handle the TIF Projects as normal public improvement projects in accordance with all applicable state, federal and local laws

**Attachment 10:**

**A relocation plan for any displaced persons, businesses or organizations.**

No relocations for any displaced persons, businesses or organizations are anticipated at this time.

**Attachment 11: Proposed changes to zoning ordinances, if any.**

None.

**Attachment 12:**

**Appropriate cross-references to any master plan, map, building codes, and municipal ordinance or county orders affected by the project.**

The City's Comprehensive Plan is provided in Attachment 8 hereto. There are no other cross-references at this time.

**Attachment 13:**

**Notice of Public Hearing provided to West Virginia Development Office and all other local levying bodies within the boundaries of the proposed TIF District. If the proposed TIF District is located within the boundaries of a municipality, the County must obtain the prior written consent of the municipality.**

Attached hereto are copies of all correspondence with all applicable public entities, including without limitation, the Monongalia County Commission, the Monongalia County Board of Education (the "Board of Education") and the West Virginia Development Office, including a copy of the Notice of Public Hearing provided each such party in accordance with the TIF Act.



# The City of Morgantown

389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505  
(304) 284-7405 TDD (304) 284-7512

OFFICE OF CITY MANAGER

October 8, 2014

VIA E-MAIL AND FIRST CLASS MAIL

Lawrence W. Bartolo, President  
County Commission of Monongalia County  
243 High Street, Room 202, Courthouse  
Morgantown, WV 26505

Dear Mr. Bartolo:

Enclosed is a copy of the Notice of Public Hearing relating to proposed tax increment financing for the proposed redevelopment district to be known as the "City of Morgantown Redevelopment District No. 4" (the "TIF District"). The City of Morgantown will be publishing the attached Notice of Public Hearing (the "Notice") in connection with a public hearing regarding a Tax Increment Financing Application (the "Application") for the creation of the TIF District and approval of a project plan setting forth the intended uses of the tax increment financing. As set out in the Notice, the public hearing will be held on Tuesday, October 21, 2014 at 7:00 p.m.

The application materials will be available for review at the Office of the Clerk of the City of Morgantown on or after October 9, 2014. The Application contains information regarding the proposed TIF District, including a map of the proposed boundaries and the project plan. Please feel free to contact me regarding any questions that you may have related to the Notice, the proposed TIF District or the Application.

Very truly yours,

Calvin G. Kelly  
Assistant City Manager

Enclosures

**NOTICE OF PUBLIC HEARING**

TO BE PUBLISHED IN *THE DOMINION POST*  
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS  
ON FRIDAY, OCTOBER 10, AND  
FRIDAY, OCTOBER 17, 2014

**APPLICATION REGARDING CREATION OF  
THE CITY OF MORGANTOWN REDEVELOPMENT DISTRICT NO. 4  
AND APPROVAL OF  
WILLEY-SPRUCE-BROCKWAY REDEVELOPMENT PROJECT PLAN NO. 1 AND  
ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS**

A public hearing will be held at a regular meeting of the City Council of Morgantown, Monongalia County, West Virginia (the "City Council"), on October 21, 2014, at 7:00 p.m., in the Council Chambers at City Hall located at 389 Spruce Street, Morgantown, West Virginia 26505, and at such hearing any person interested may appear and present comments, protests, suggestions and otherwise express their views respecting an application regarding the creation of a development district to be designated as "City of Morgantown Redevelopment District No. 4" (the "TIF District") in Morgantown, Monongalia County, West Virginia, and the financing of the TIF Projects (as hereinafter defined) as described in a Project Plan for the TIF District to be designated as "Willey-Spruce-Brockway Redevelopment Project Plan No. 1" (the "Project Plan"). All comments, protests, suggestions and views shall be heard, and the City Council shall thereafter take such actions as it shall deem proper in the premises regarding the approval, pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act") respecting the application regarding the creation of the TIF District and the approval of the Project Plan. Following is a brief summary of such matters.

**Creation of TIF District**

The proposed TIF District is comprised of approximately 99 acres of real property beginning at the intersection of Willey Street and Oak Street, traveling south along Willey Street to Spruce Street, traveling along Spruce Street to Walnut Street to Brockway Avenue, traveling along Brockway Avenue to Pennsylvania Avenue, traveling north to Richwood Avenue, traveling along Richwood to Union Street, traveling along Union Street to Battelle Street to Oak Street, as depicted on the map below.

[Insert Map]



Prepared by the Development Services Department (02 OCT 2014)

### **Approval of Project Plan**

The City of Morgantown (the "City") proposes a Project Plan for the TIF District to develop/construct/install certain projects (the "TIF Projects") within the TIF District, which TIF Projects may be acquired and constructed in several phases. The TIF Projects include the following public improvements: road, intersection and public property improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure.

### **Tax Increment Financing Obligations**

To finance the costs of the TIF Projects, the City Council proposes to issue tax increment revenue bonds or other obligations (the "TIF Obligations") in an amount not to exceed \$12,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. The TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned and expected to be used to (i) finance the costs of the TIF Project, including architectural, engineering, legal and other professional fees and expenses; (ii) fund reserves for the obligations; (iii) fund capitalized interest on the TIF Obligations; and (iv) pay costs of issuance of the TIF Obligations, including relating to the creation of the TIF District and preparation and approval of the Project Plan and related costs. A portion of the TIF Projects may also be paid directly from tax increment revenues.

Further information regarding the proposed TIF District, the Project Plan, the TIF Projects and the TIF Obligations are on file and available for inspection at the office of the City Clerk during regular business hours, located at the County Clerk's office in City Hall, 389 Spruce Street, Morgantown, West Virginia.

Dated: October 7, 2014.

By: /s/ Linda Little  
City Clerk



# The City of Morgantown

389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505  
(304) 284-7405 TDD (304) 284-7512

OFFICE OF CITY MANAGER

October 8, 2014

VIA E-MAIL AND FIRST CLASS MAIL

Dr. Frank Devono, Superintendent  
Monongalia County Board of Education  
13 South High Street  
Morgantown, West Virginia 26501

Dear Dr. Devono:

Enclosed is a copy of the Notice of Public Hearing relating to proposed tax increment financing for the proposed redevelopment district to be known as the "City of Morgantown Redevelopment District No. 4" (the "TIF District"). The City of Morgantown will be publishing the attached Notice of Public Hearing (the "Notice") in connection with a public hearing regarding a Tax Increment Financing Application (the "Application") for the creation of the TIF District and approval of a project plan setting forth the intended uses of the tax increment financing. As set out in the Notice, the public hearing will be held on Tuesday, October 21, 2014 at 7:00 p.m.

The application materials will be available for review at the Office of the Clerk of the City of Morgantown on or after October 9, 2014. The Application contains information regarding the proposed TIF District, including a map of the proposed boundaries and the project plan. Please feel free to contact me regarding any questions that you may have related to the Notice, the proposed TIF District or the Application.

Very truly yours,

Calvin G. Kelly  
Assistant City Manager

Enclosures

## **NOTICE OF PUBLIC HEARING**

TO BE PUBLISHED IN *THE DOMINION POST*  
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS  
ON FRIDAY, OCTOBER 10, AND  
FRIDAY, OCTOBER 17, 2014

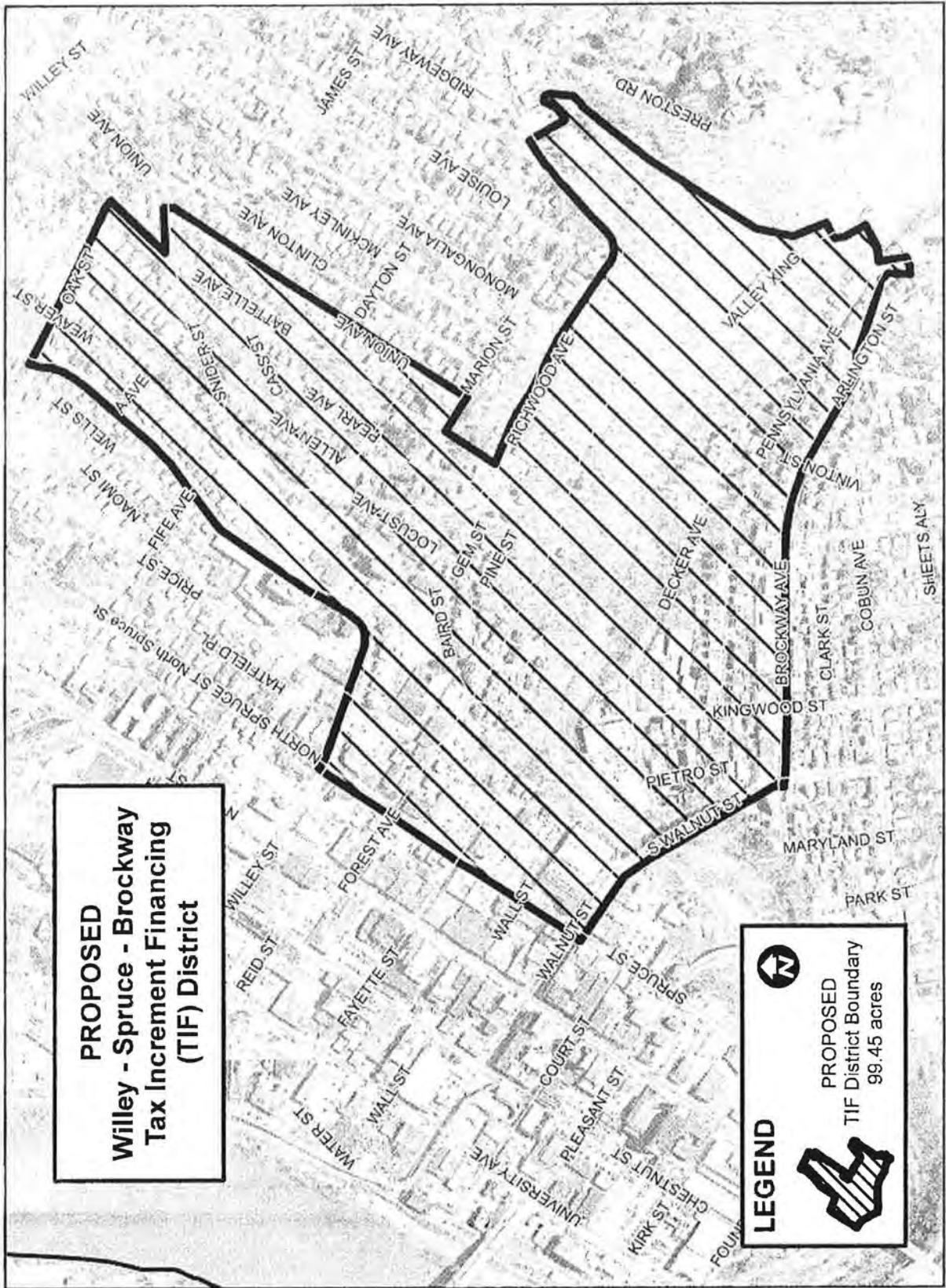
### **APPLICATION REGARDING CREATION OF THE CITY OF MORGANTOWN REDEVELOPMENT DISTRICT NO. 4 AND APPROVAL OF WILLEY-SPRUCE-BROCKWAY REDEVELOPMENT PROJECT PLAN NO. 1 AND ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS**

A public hearing will be held at a regular meeting of the City Council of Morgantown, Monongalia County, West Virginia (the "City Council"), on October 21, 2014, at 7:00 p.m., in the Council Chambers at City Hall located at 389 Spruce Street, Morgantown, West Virginia 26505, and at such hearing any person interested may appear and present comments, protests, suggestions and otherwise express their views respecting an application regarding the creation of a development district to be designated as "City of Morgantown Redevelopment District No. 4" (the "TIF District") in Morgantown, Monongalia County, West Virginia, and the financing of the TIF Projects (as hereinafter defined) as described in a Project Plan for the TIF District to be designated as "Willey-Spruce-Brockway Redevelopment Project Plan No. 1" (the "Project Plan"). All comments, protests, suggestions and views shall be heard, and the City Council shall thereafter take such actions as it shall deem proper in the premises regarding the approval, pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act") respecting the application regarding the creation of the TIF District and the approval of the Project Plan. Following is a brief summary of such matters.

#### **Creation of TIF District**

The proposed TIF District is comprised of approximately 99 acres of real property beginning at the intersection of Willey Street and Oak Street, traveling south along Willey Street to Spruce Street, traveling along Spruce Street to Walnut Street to Brockway Avenue, traveling along Brockway Avenue to Pennsylvania Avenue, traveling north to Richwood Avenue, traveling along Richwood to Union Street, traveling along Union Street to Battelle Street to Oak Street, as depicted on the map below.

[Insert Map]



Prepared by the Development Services Department (02 OCT 2014)

### **Approval of Project Plan**

The City of Morgantown (the "City") proposes a Project Plan for the TIF District to develop/construct/install certain projects (the "TIF Projects") within the TIF District, which TIF Projects may be acquired and constructed in several phases. The TIF Projects include the following public improvements: road, intersection and public property improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure.

### **Tax Increment Financing Obligations**

To finance the costs of the TIF Projects, the City Council proposes to issue tax increment revenue bonds or other obligations (the "TIF Obligations") in an amount not to exceed \$12,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. The TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned and expected to be used to (i) finance the costs of the TIF Project, including architectural, engineering, legal and other professional fees and expenses; (ii) fund reserves for the obligations; (iii) fund capitalized interest on the TIF Obligations; and (iv) pay costs of issuance of the TIF Obligations, including relating to the creation of the TIF District and preparation and approval of the Project Plan and related costs. A portion of the TIF Projects may also be paid directly from tax increment revenues.

Further information regarding the proposed TIF District, the Project Plan, the TIF Projects and the TIF Obligations are on file and available for inspection at the office of the City Clerk during regular business hours, located at the County Clerk's office in City Hall, 389 Spruce Street, Morgantown, West Virginia.

Dated: October 7, 2014.

By: /s/ Linda Little  
City Clerk



# The City of Morgantown

389 SPRUCE STREET  
MORGANTOWN, WEST VIRGINIA 26505  
(304) 284-7405 TDD (304) 284-7512

OFFICE OF CITY MANAGER

October 8, 2014

VIA E-MAIL AND FIRST CLASS MAIL

Keith Burdette, Executive Director  
West Virginia Development Office  
1900 Kanawha Boulevard, East  
Capitol Complex  
Building 6, Room 525  
Charleston, West Virginia 25305

Dear Mr. Burdette:

Enclosed is a copy of the Notice of Public Hearing relating to proposed tax increment financing for the proposed redevelopment district to be known as the "City of Morgantown Redevelopment District No. 4" (the "TIF District"). The City of Morgantown will be publishing the attached Notice of Public Hearing (the "Notice") in connection with a public hearing regarding a Tax Increment Financing Application (the "Application") for the creation of the TIF District and approval of a project plan setting forth the intended uses of the tax increment financing. As set out in the Notice, the public hearing will be held on Tuesday, October 21, 2014 at 7:00 p.m.

The application materials will be available for review at the Office of the Clerk of the City of Morgantown on or after October 9, 2014. The Application contains information regarding the proposed TIF District, including a map of the proposed boundaries and the project plan. Please feel free to contact me regarding any questions that you may have related to the Notice, the proposed TIF District or the Application.

Very truly yours,

  
Calvin G. Kelly  
Assistant City Manager

cc: Mr. Todd Hooker  
Enclosures

## **NOTICE OF PUBLIC HEARING**

TO BE PUBLISHED IN *THE DOMINION POST*  
ONCE A WEEK FOR TWO SUCCESSIVE WEEKS  
ON FRIDAY, OCTOBER 10, AND  
FRIDAY, OCTOBER 17, 2014

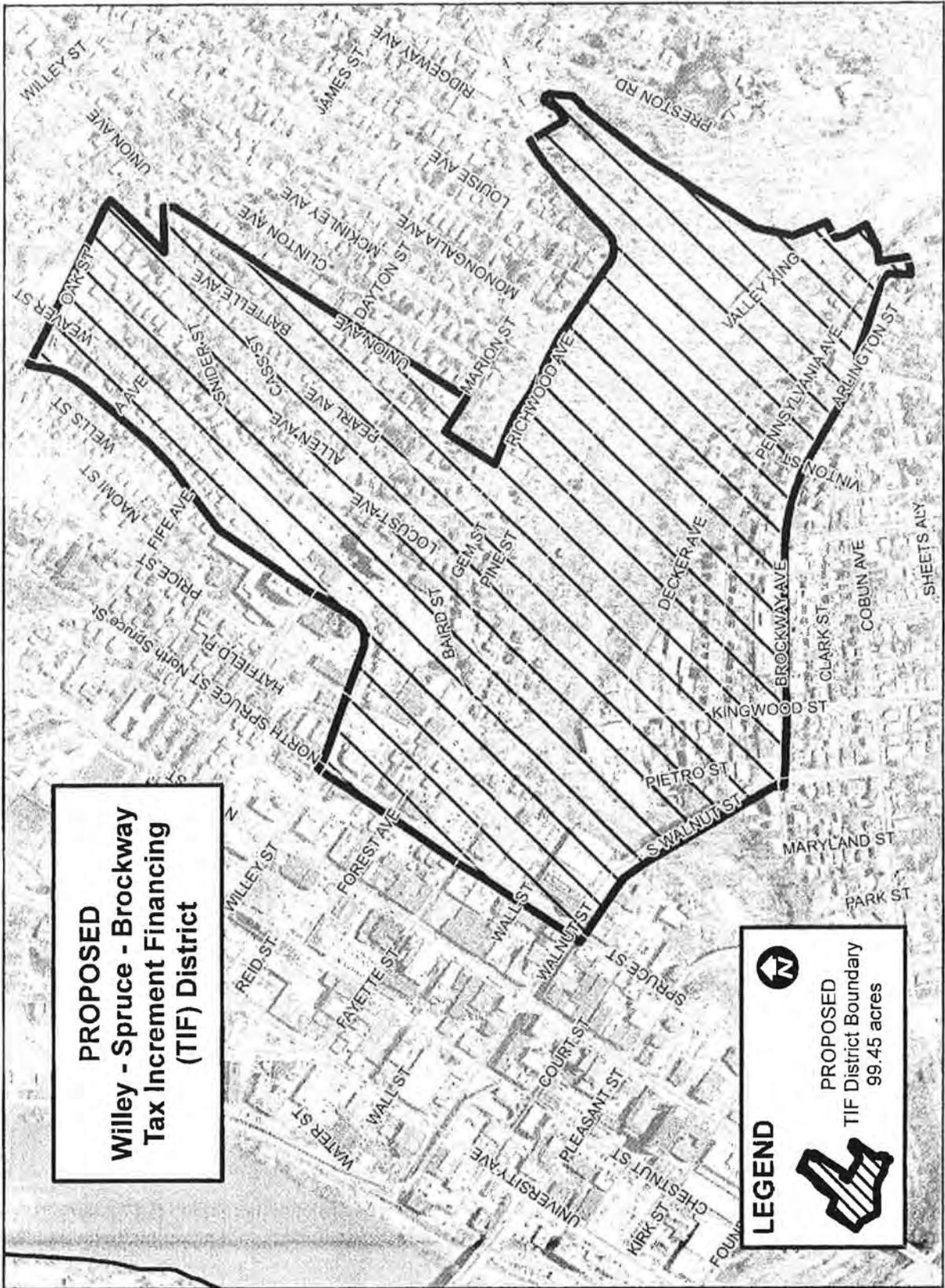
### **APPLICATION REGARDING CREATION OF THE CITY OF MORGANTOWN REDEVELOPMENT DISTRICT NO. 4 AND APPROVAL OF WILLEY-SPRUCE-BROCKWAY REDEVELOPMENT PROJECT PLAN NO. 1 AND ISSUANCE OF TAX INCREMENT FINANCING OBLIGATIONS**

A public hearing will be held at a regular meeting of the City Council of Morgantown, Monongalia County, West Virginia (the "City Council"), on October 21, 2014, at 7:00 p.m., in the Council Chambers at City Hall located at 389 Spruce Street, Morgantown, West Virginia 26505, and at such hearing any person interested may appear and present comments, protests, suggestions and otherwise express their views respecting an application regarding the creation of a development district to be designated as "City of Morgantown Redevelopment District No. 4" (the "TIF District") in Morgantown, Monongalia County, West Virginia, and the financing of the TIF Projects (as hereinafter defined) as described in a Project Plan for the TIF District to be designated as "Willey-Spruce-Brockway Redevelopment Project Plan No. 1" (the "Project Plan"). All comments, protests, suggestions and views shall be heard, and the City Council shall thereafter take such actions as it shall deem proper in the premises regarding the approval, pursuant to Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act") respecting the application regarding the creation of the TIF District and the approval of the Project Plan. Following is a brief summary of such matters.

#### **Creation of TIF District**

The proposed TIF District is comprised of approximately 99 acres of real property beginning at the intersection of Willey Street and Oak Street, traveling south along Willey Street to Spruce Street, traveling along Spruce Street to Walnut Street to Brockway Avenue, traveling along Brockway Avenue to Pennsylvania Avenue, traveling north to Richwood Avenue, traveling along Richwood to Union Street, traveling along Union Street to Battelle Street to Oak Street, as depicted on the map below.

[Insert Map]



**PROPOSED  
Willey - Spruce - Brockway  
Tax Increment Financing  
(TIF) District**

**LEGEND**

 NORTH

 PROPOSED  
TIF District Boundary  
99.45 acres

Prepared by the Development Services Department (02 OCT 2014)

### Approval of Project Plan

The City of Morgantown (the "City") proposes a Project Plan for the TIF District to develop/construct/install certain projects (the "TIF Projects") within the TIF District, which TIF Projects may be acquired and constructed in several phases. The TIF Projects include the following public improvements: road, intersection and public property improvements (including utility relocation, pedestrian ways (sidewalks), curbs, lighting, landscaping, land and right-of-way acquisition, and related infrastructure), demolition and site preparation, and incidental costs and expenses relating to the construction and installation of such public infrastructure improvements and demolition projects, and other related public infrastructure.

### Tax Increment Financing Obligations

To finance the costs of the TIF Projects, the City Council proposes to issue tax increment revenue bonds or other obligations (the "TIF Obligations") in an amount not to exceed \$12,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. The TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned and expected to be used to (i) finance the costs of the TIF Project, including architectural, engineering, legal and other professional fees and expenses; (ii) fund reserves for the obligations; (iii) fund capitalized interest on the TIF Obligations; and (iv) pay costs of issuance of the TIF Obligations, including relating to the creation of the TIF District and preparation and approval of the Project Plan and related costs. A portion of the TIF Projects may also be paid directly from tax increment revenues.

Further information regarding the proposed TIF District, the Project Plan, the TIF Projects and the TIF Obligations are on file and available for inspection at the office of the City Clerk during regular business hours, located at the County Clerk's office in City Hall, 389 Spruce Street, Morgantown, West Virginia.

Dated: October 7, 2014.

By: /s/ Linda Little  
City Clerk

**Attachment 14:**

**The Monongalia County Board of Education, the County Commission of Monongalia County or the West Virginia Development Office may request further information, provide guidance or make other formal requests. Any such communications are included with this application.**

Any future correspondence from the Monongalia County Board of Education, the County Commission of Monongalia County or the West Virginia Development Office regarding this application or the formation of the TIF District will be provided in this attachment.

**Attachment 15:**

**If the project was proposed by an entity other than the county or municipality submitting this application, the following, as applicable, must also be submitted: (a) Certificate of Existence; (b) Certificate of Workers' Compensation Insurance Coverage; (c) Certificate of Good Standing from State Tax Department; and (d) a certificate from the sheriff of the county in which the district is located regarding local property tax status.**

Not Applicable - The TIF Projects are being proposed by the City.

**Attachment 16:** Analysis showing the fiscal impact on each local levying body. The analysis will consider the costs incurred by the local levying bodies and how those costs will be offset/funded. Possible costs include the effect on schools, public services, utilities, etc.

**Preliminary Cost/Benefit Analysis**

The property tax increment from current levies from the State, the City, the County and the Board of Education will be deposited in the TIF Fund. The benefits and costs on levying bodies as a result of current and planned development within the TIF District are highlighted in the table below.

Benefits and Costs	State	City	County	Board of Education
<b>Benefits:</b>				
Excess Levy	No	No	No	Yes
B/O taxes	No	Yes	No	No
Jobs / Economic Development	Yes	Yes	Yes	Yes
Excess Funds <sup>(1)</sup>	Yes	Yes	Yes	Yes
<b>Costs :</b>				
Water / Sewer / Stormwater <sup>(2)</sup>	No	Yes	No	No
Roads	Yes	Yes	No	No
Fire / Police	No	Yes	No	No
Trash	No	Yes	No	No
Education	No	No	No	No

- (1) There will be a benefit to the levying bodies to the extent Excess Funds are available in the TIF Fund and if such funds are paid to the appropriate levying body. The tax increment will also be distributed to the levying bodies upon the termination of the TIF District.
- (2) Cost related to water, sewer or stormwater not paid from the TIF Fund are anticipated to be paid from other funds available to the City or the Morgantown Utility Board.

**School Aid Formula**

The Board of Education current levy is set, statewide, by the Legislature and for tax year 2014 is: Class II: 38.80 cents/\$100; and Class III & IV: 77.60 cents/\$100. Public schools also are funded by the school aid formula that allows a certain dollar amount per pupil. For purposes of the local share calculation in the school aid formula, the aggregate incremental assessed value is not included. As the school boards are not charged for the tax increment, the state aid to schools formula makes up the difference. Therefore, the Project Plan does not have a negative effect on funding that is made available to the Board of Education.

**Estimated Increase in Tax Collections from Current Levy Rates after Expiration of the TIF District**

Much of the development in the TIF District is expected to have a life of over 30 years. In addition, the TIF Obligations are projected to be paid off by June 1, 2038. Consequently, the three main property tax levies (Current School, City and County) will revert back to these levying bodies upon the termination of the TIF District. Tax collections for fiscal year 2038, when compared to taxes collected for fiscal year 2015, represent an increase of \$270,319 in taxes paid to the City, \$203,550 to the County, and \$423,887 to the Board of Education.

**Estimated Increase in Tax Collections from Excess Levy Rates**

The Board of Education has an excess levy as follows (cents per \$100 valuation, fiscal year ending June 30, 2015):

<b>Tax Year 2014</b>	<b>Class II</b>	<b>Class III/IV</b>
School Excess Levy Rate	33.98	67.96

The estimated increase in excess levies paid to the Board of Education based on the estimated taxable incremental property value in the TIF District as provided in Section II.B(1) and Section II.G is as follows:

**Estimated Increase in Excess Levy Tax Collections\***

<b>Tax Year</b>	<b>Tax Due Date (April 1)</b>	<b>Board of Education (\$)</b>
2015	2016	14,369
2016	2017	62,690
2017	2018	169,115
2018	2019	304,592
2019	2020	307,584
2020	2021	310,606
2021	2022	313,657
2022	2023	316,737
2023	2024	319,847
2024	2025	322,987
2025	2026	326,157
2026	2027	329,358
2027	2028	332,589
2028	2029	335,852
2029	2030	339,146
2030	2031	342,471
2031	2032	345,828
2032	2033	349,218
2033	2034	352,640
2034	2035	356,095
2035	2036	359,583
2036	2037	363,105
2037	2038	366,660
2038	2039	370,249
2039	2040	373,873
2040	2041	377,531
2041	2042	381,225
2042	2043	384,953
2043	2044	388,717

\*Based on the "CALCULATION OF PROJECTED NET PROPERTY TAX INCREMENT" analysis attached to Section II.G – Tax Increment Financing Obligations.

**Attachment 17:**

**A letter from a bond counsel and/or financial underwriter stating that the proposed project could support tax increment financing bonds, or other obligations, and the terms and conditions of such offering.**

Attached hereto is a letter prepared by Piper Jaffray & Co., as Investment Banker/Placement Agent to the City. Bond counsel has not yet been engaged by the City, but upon engagement of bond counsel, a letter from bond counsel will be attached to hereto.

October 6, 2014

Mr. Jeff Mikorski, City Manager  
City of Morgantown  
389 Spruce Street, Third Floor  
Morgantown, WV 26505

Dear Mr. Mikorski:

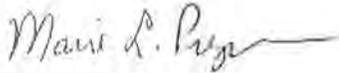
As investment banker for the proposed issuance of tax increment financing obligations "Willey-Spruce-Brockway Redevelopment Project Plan No. 1" (the "Project Plan") to be located within the "City of Morgantown Redevelopment District No. 4" (the "TIF District"), we have prepared a preliminary bond structure and a preliminary tax increment analysis for the proposed issuance of approximately \$9,200,000 in tax increment refunding and revenue bonds (the "TIF Obligations"), as provided in the TIF Application and planned to be filed with the City Clerk.

Based on projected development in the TIF District and a number of other assumptions, including but not limited to those listed below, the preliminary projection of net property tax increment of the TIF District is sufficient to support the proposed issuance of TIF Obligations.

- **Issuer** – City of Morgantown, West Virginia
- **Par Amount of TIF Obligations** – Approximately \$9,200,000 of TIF Obligations
- **Delivery Date** – On or about June 1, 2015
- **Maturity** – The TIF Obligations were structured with a final maturity on June 1, 2044 or approximately 30 years from the creation of the TIF District. To the extent projected Excess Funds (as defined in Section II.G of the TIF Application) are used to redeem outstanding bonds, it is anticipated that the TIF Obligations could be paid off as early as on June 1, 2038;
- **Interest Rates** – The preliminary interest rate on the TIF Obligations is 6.00% (subject to market conditions at the time of sale of the TIF Obligations);
- **Uses of Funds** – Proceeds of the TIF Obligations include (i) approximately \$7,000,000 to fund the proposed Project, (ii) approximately \$709,600 to fund a Reserve Fund for the TIF Obligations, (iii) approximately \$1,104,000 to pay capitalized interest on the TIF Obligations to approximately June 1, 2017, and (iv) estimated cost of issuance of \$386,400;
- **Security** – The TIF Obligations are assumed to have a senior lien on the projected net property tax increment of the TIF District, which are deposited into the tax increment fund (the "TIF Fund") for the TIF District;

- **Redemption** – The TIF Obligations are planned to be issued in \$5,000 denominations and subject to mandatory extraordinary redemption and payment in increments of \$5,000 from Excess Funds. Based on a private placement of the TIF Obligations, the TIF Obligations may be callable at any time after the date of issuance (as shown in the preliminary bond structure and tax increment analysis provided in the TIF Application). If the TIF Obligations are publicly marketed, the TIF Obligations would likely be subject to optional redemption approximately 10 years from the date of issuance of the TIF Obligations.
- **Projection of Net Property Tax Increment** – The projected increase in assessed values of real and personal property of the TIF District is based on a number of assumptions, including a development estimates provided by the City and an annual inflation rate of 1.0% on Class III real properties beginning Tax Year 2019. Please see Section II.B.1 and Section II.G of the TIF Application for details.

Sincerely,



Marie L. Prezioso  
Senior Vice President  
Manager of West Virginia Public Finance



Joseph E. Nassif  
Senior Vice President  
Public Finance Investment Banking

## DISCLAIMER

*Piper Jaffray is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Jaffray is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a 'recommendation' or 'advice' within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Jaffray is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Jaffray's primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm's-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.*

*The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Jaffray expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publically available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Jaffray could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Jaffray as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.*