



MORGANTOWN
CITY CLERK

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

AGENDA

CITY COUNCIL REGULAR MEETING

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

Tuesday, February 03, 2026, at 7:00 PM

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

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

1. **PLEDGE:**
2. **CALL TO ORDER:**
3. **ROLL CALL:**
4. **APPROVAL OF MINUTES:**
 - A. January 20, 2026 Special Meeting Minutes
 - B. January 20, 2026 Regular Meeting Minutes
 - C. January 27, 2026, Special Meeting Minutes
 - D. January 27, 2026, Committee of the Whole Meeting Minutes
5. **CORRESPONDENCE:**
 - A.** Black History Month Proclamation
6. **PUBLIC HEARINGS:**
 - A. An Ordinance authorizing a Lease Agreement with In Tune Counseling LLC for office space at the Morgantown Municipal Airport (MGW)
 - B. Ordinance providing for Annual Reporting by Boards and Commissions
7. **UNFINISHED BUSINESS:**
 - A.** Boards and Commissions
8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:**
9. **SPECIAL COMMITTEE REPORTS:**
10. **CONSENT AGENDA:**

- A.** Consideration of **APPROVAL** of **(Second Reading) of An Ordinance authorizing a Lease Agreement with In Tune Counseling LLC for office space at the Morgantown Municipal Airport (MGW)** (*First Reading January 20, 2026*)
- B.** Consideration of **APPROVAL** of **(Second Reading) of An Ordinance providing for Annual Reporting by Boards and Commissions** (*First Reading January 20, 2026*)
- C.** Consideration of **APPROVAL** of **(First Reading) of An Ordinance for Municipal ID Program and Providing Standards for Municipal Identification Cards**
- D.** Consideration of **APPROVAL** of **(First Reading) of An Ordinance for establishing and maintaining One Way Roads and Restricted Turns**

11. NEW BUSINESS:

- A.** Consideration of **APPROVAL** of **(First Reading) of An Ordinance of the City of Morgantown Authorizing Acquisition of the Town of Star City Water and Sewer Utilities and Amending Articles 925 and 927 of the City Code to Establish Rates for Service Area of the Former Town of Star City Water and Sewer Utilities**
- B.** Consideration of **APPROVAL** of **(First Reading) of An Ordinance authorizing institution of eminent domain proceedings as needed for acquisition of property in the Greenmont neighborhood as provided in the CDBG Action Plan**

12. CITY MANAGER'S REPORT:

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. EXECUTIVE SESSION:

- A.** Discussion of matters related to law enforcement procedures (W. Va. Code 6-9A-4(b)(12))
- B.** Pursuant to WV State Code Section 6-9A-4(b)(2)(A) to discuss personnel matters in considering new appointments for Boards and Commissions

17. ADJOURNMENT:

For accommodations please call or text 304-288-7072



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PROCLAMATION

Whereas 2026 marks the 100th anniversary of formally celebrating the Black diaspora for its contributions to the culture, economy, education, and history of the United States. Celebrating Black History Month reminds us of our ongoing struggle against racism and our commitment to be a society that genuinely lives by its democratic principles, and

Whereas what started in 1926 as Negro History Week: a “time of learning and recognition”, has grown into an annual month-long observance of Black History throughout February. The change began in 1970 with a student-led proclamation at Kent State University. President Ford first recognized Black History Month in 1976. In 1986, an act of Congress made National Afro-American (Black) History Month a part of federal law, and

Whereas the celebration of Black History Month has spread globally. For several decades, Canada, Germany, France, the United Kingdom, and Ireland have formally acknowledged and honored the annual commemoration, and

Whereas West Virginia has a unique connection to the Black history recognition movement, due to the efforts of Dr. Carter G. Woodson, widely known as “The Father of Black History.” Woodson was the son of newly freed slaves who relocated to West Virginia after the Civil War. He attended Douglass High School in Huntington, worked in the coal mines near the New River, taught school in Fayette County, and eventually returned to Douglass High School as its principal. He was the second Negro to earn a Ph.D. from Harvard, and the only child of formerly enslaved parents ever to do so. Later in life, he served as the Academic Dean at West Virginia Collegiate Institute (now West Virginia State University), and

Whereas Dr. Woodson established Negro History Week to coincide with the February birthdays of two prominent advocates for Negro freedom: Abraham Lincoln and Frederick Douglass. Woodson held that “Denying people their history deprives them of their humanity.” His goal was to integrate Black history into all educational curricula, libraries, churches, and communities. Negro History Week was not a symbolic gesture; it sought to ignite a profound and enduring transformation in America’s perception and understanding of itself. West Virginia was one of the original three States to observe Negro History Week in 1926, and

Whereas Morgantown strives for inclusivity by recognizing and appreciating the inherent value of every citizen. Throughout February, we honor our community members of Black descent, both past and present, for their profound contributions to our cultural, spiritual, economic, and political growth. We emphasize that “Black history is not a mere footnote in American history; it is an integral and essential part of it.”

Now therefore, I, Danielle Trumble, Mayor of the City of Morgantown, on behalf of the City Council, do hereby proclaim February 2026 as

Black History Month

in the City of Morgantown. We encourage all citizens to honor the often-neglected accomplishments of Black Americans throughout the year, as we celebrate our diverse culture and heritage, and continue building a more just and peaceful world, with Liberty and Justice for All.

Seal:



Danielle Trumble, Mayor
February 3, 2026

Boards & Commissions Vacant Position List

Updated 1/28/2026

- **Board of Parks and Recreation Commissioners:** 1 Vacant – (City Resident, Resident of City for at Least 3 Years)
1– 6yr term: 7/1/2021 – 6/30/2027
- **Board of Zoning Appeals:** 2 Vacant – (City Resident, Resident of City for at Least 3 Years)
1– 6yr term: 1/1/2026 – 12/31/2028
1– 3yr term: (Alternate)
- **Civilian Police Review & Advisory Board:** 1 Vacant – (City Resident or Work within City)
1– 3yr term: 7/5/2023 – 7/4/2026
- **Fairmont Morgantown Housing Authority:** 1 Vacant – (City Resident of Morgantown or Fairmont or Receiving Services)
1– 5yr term: 8/4/2024 – 8/3/2029 (Resident of Public Housing or Voucher User-City of Fairmont)
- **Fire Code Board of Appeals:** 3 Vacant – City Resident (Legal, Building Contractor, Engineering/Architectural Design, Fire)
1– 3yr term: 5/1/2025 – 4/30/2028 (Legal)
1– 3yr term: 5/1/2025 – 4/30/2028 (Alternate)
1– 3yr term: 5/1/2025 – 4/30/2028 (Alternate)
- **Health & Wellness Commission:** 2 Vacant – (City Resident or Work within City)
1 – 3yr term: 1/1/2024 – 12/31/2026
1 – 3yr term: 1/1/2026-12/31/2029
- **Housing Advisory Commission:** 2 Vacant - (City Resident or Work/Business within City)
1 — 3yr term: 11/1/2023 – 10/31/2026
1 — 3yr term: 11/1/2023 – 10/31/2026 (College Student Living Within City Limits)
- **Human Rights Commission:** 1 Vacant – City Resident
1 – 2yr term: 7/1/2024 – 6/30/2026
- **“ICC” Building Code Board of Appeals:** 1 Vacant (Architect/Engineer or Bldg. Contractor)
1 – 5yr term: 5/1/2021 – 4/30/2026 (Civil Engineer)
- **Land Reuse & Preservation Agency:** 2 Vacant– City Resident (Real estate transactions or financing, Development of commercial or residential property, Establishment or use of public lands, Land conservation or preservation Preservation/Development or management of programs promoting access to public lands or conservation areas)
1 – 3yr term: 1/1/2026 – 12/31/2028
1 – 1yr term: 1/1/2026 – 12/31/2026
- **Parking Authority:** 2 Vacant – City Resident
2 – 3yr term: 7/1/2025 – 6/30/2028
- **Personnel Board:** 2 Vacant – City Resident
1 – 3yr term: 7/1/2024 – 6/30/2027
1 – 3yr term: 7/1/2025 – 6/30/2028
- **Planning Commission:** 1 Vacant – City Resident (Ward Specific)
1 – 3yr term: 7th Ward 1/1/2025 – 12/31/2027
- **Sister Cities Commission:** 2 Vacant
2 – 3yr term: 6/1/2025 – 5/31/2028
- **Traffic Commission:** 3 Vacant – City Resident (Ward Specific)
3 – 3yr term: 4/4/2024 – 4/3/2027 – 2nd Ward, 4th Ward, and 7th Ward
- **Transit Authority:** 3 Vacant – City Resident (Ward Specific)
3 – 3yr term: 4/4/2024 – 4/3/2027 – 2nd Ward, 4th Ward, and 7th Ward
- **Tree Board:** 4 Vacant
1 – 3yr term: 11/15/2023 – 11/14/2026
1 – 3yr term: 11/15/2024 – 11/14/2027
- **Urban Landscape Commission:** 4 Vacant – City Resident (Landscape Design – Horticulture - Plant Health)

Boards & Commissions Vacant Position List

- 1 – 3yr term: 7/1/2023 – 6/30/2026 (*Horticulture*)
- 1 – 3yr term: 7/1/2024 – 6/30/2027 (*Plant Health*)
- 2 – 3yr term: 7/1/2025 – 6/30/2028 (*Landscape Arch/Design*)

- **Ward & Boundary Commission: 4 Vacant – City Resident (Ward Specific)**
4 – 2yr terms: 7/1/2025 – 6/30/2027 – 1st, 2nd, 4th, 7th Wards

- **Woodburn Commission: 2 Vacant**
1 – 2yr term: 1/1/2025 – 12/31/2027



City Council Agenda Item Summary

Council Meeting Date: February 3, 2026

Item: Approval of Ordinance for a Lease Agreement with In Tune Counseling for office space at the Morgantown Municipal Airport (MGW)
Department: Morgantown Airport
Requested By: Jon Vrabel, Director
Strategic Goal: Vibrant and Prosperous

Recommended Motion: Move to approve the ordinance for a lease agreement with In Tune Counseling for office space at the Morgantown Municipal Airport (MGW).

Item Summary:

This agreement is for an initial one (1) year term, with four (4) additional option years. The office space is located in the area next to the TSA office on the first floor that was previously empty.

In Tune Counseling currently has a lease with the Morgantown Airport for space and this will be an additional office leased for the same agency. This office is in the same general area allowing for the business to continue growing.

Fiscal Impact: The fiscal impact of this agreement is \$3,300 in annual revenue.

Ordinance No. 2026-_____

**AN ORDINANCE OF THE CITY OF MORGANTOWN
AUTHORIZING AN OFFICE LEASE AGREEMENT WITH
IN TUNE COUNSELING LLC**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The City Council finds and determines that the real estate or portions thereof described in this Ordinance should be leased to, and a commercial operating agreement should be authorized with, In Tune Counseling LLC, at the Morgantown Municipal Airport.

Section 2. Authorization of Agreement and Lease.

The City Manager is authorized to enter into a commercial operating agreement and lease with In Tune Counseling LLC substantially on the terms shown in the enclosed Office Lease Agreement, and to take such other actions and execute such other documents as necessary and helpful to accomplishing the purposes thereof.

Section 3. Repeal, Savings, Severability.

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

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

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

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

Section 4. Effective date; application. This ordinance shall be effective upon adoption. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the

purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

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

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

City of Morgantown

AND

In Tune Counseling LLC

Office Lease Agreement

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**City of Morgantown
and
In Tune Counseling LLC
Office Lease Summary**

| | |
|--------------------------------------|---|
| TYPE OF AGREEMENT | Office Space |
| TENANT | In Tune Counseling |
| REPRESENTATIVE(S) | Sabrina Emery, Member |
| NOTICE ADDRESS | 100 Hart Field Road, Suite 105G Morgantown, WV 26505 support@intunecounseling.org |
| COMMENCEMENT DATE | February 1, 2026 |
| TERM | One (1) year |
| RENEWAL OPTIONS | Four (4) – One (1) year options |
| TERMINATION DATE | January 31, 2027 |
| LEASEHOLD/ASSIGNED PREMISES | Suite 105A, First floor of Terminal |
| INITIAL RENTAL RATE | \$3,300 annually or \$275.00 monthly for 220ft ² @ \$15/ft ² |
| RENTAL ADJUSTMENT | CPI-U |
| OTHER FEES, RATES AND CHARGES | None |
| AUTHORIZED USE(S) | Office for providing psychological counseling |

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

**City of Morgantown
Morgantown Municipal Airport**

AND

In Tune Counseling LLC

Office Space Lease Agreement

THIS LEASE AGREEMENT for office space (hereinafter referred to as the "Lease", is entered into this **1st day of February 2026**, by and between the **CITY OF MORGANTOWN**, c/o Morgantown Municipal Airport, Morgantown, West Virginia (hereinafter referred to as the "City"), and **In Tune Counseling LLC** (hereinafter referred to as the "Tenant").

WITNESSETH:

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

**ARTICLE 1
PREMISES**

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

Section 1.01 Demised Premises

1. **Office Space:** Office of approximately 220 square feet of space located on the first floor at 100 Hart Field Road as shown on Exhibit A.

Section 1.02 Acceptance of Demised Premises

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

Section 1.03 Use of Demised Premises

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

Section 1.04 Prohibited Uses

The following activities are expressly prohibited.

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

**ARTICLE 2
GENERAL REQUIREMENTS**

Section 2.01 Conduct of Operations on Demised Premises

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

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

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

ARTICLE 3 TERM AND COMPENSATION

Section 3.01 Initial Term

The initial term of this Agreement shall be for a one-year period, commencing February 1, 2026, A.D, (Commencement Date) and terminating on January 31, 2027, A.D.

Section 3.02 Options to Renew

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

1. Tenant shall have the option to renew this Agreement for four (4) additional one (1) year periods.
2. Prior to the conclusion of the initial and all renewal terms, The Tenant and City may initiate discussions regarding a new lease. The Tenant may declare its intention to begin negotiations on a new lease Agreement, in writing, on or before, the 180th day prior to the expiration of this Agreement. Such 180-day period shall expire at midnight of the last day of the Agreement.
3. During said 180-day period, all of the terms and conditions including the amount of rent and other fees to be paid under a new Agreement shall be negotiated in good faith by both parties and reduced to writing and executed. If a written lease Agreement is not executed by the Tenant prior to the end of this negotiation period, this Agreement shall terminate in accordance with Article 11.

Section 3.03 Termination

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

Section 3.04 Rent

1. **Office Rent.** The Tenant shall pay an annual office rent of **\$3,300.00**, which is equal to **\$15.00** per square foot for **220** square feet of office space. Said agreed rent shall be paid in advance monthly in twelve (12) equal installments of **\$275.00** due in advance the first day of each month.
2. **Payments:** All payments are to be made at the administrative office of the Morgantown Municipal Airport, 100 Hart Field Road, Morgantown, West Virginia 26505.
3. **Security Deposit:** N/A
4. **Lease Guarantee:** In the absence of a good business credit history of at least five (5) years prior to the commencement of this Agreement, Tenant agrees to arrange for a Lease Guaranty (personal or established business) that shall remain in full force and effect until all monthly installments of rent and charges due during the first 12 months of the Term of the Agreement have been paid, without regard to any security deposit noted above, construction bonds or other collateral held by or for the City for the performance of the terms or conditions of the Agreement, or the receipt, disposition, application, or release of any security deposit, construction bonds or other collateral, now or hereafter held by or for the City.

Section 3.05 Future Adjustments of Rents and Fees

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

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

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

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

Section 3.06 Late Charges

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

Section 3.07 Surrender of Possession

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

Section 3.08 Holding Over

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

Section 3.09 Chronic Late Payment

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

Section 3.10 Returned/Dishonored Checks

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

Section 3.11 Application of Payment

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

ARTICLE 4 TENANT'S FUTURE CONSTRUCTION REQUIREMENTS

Section 4.01 Requirements for Improvements on Demised Premises

N/A

Section 4.02 Future Construction Dates

N/A

Section 4.03 Approvals of Future Construction Plans

N/A

Section 4.04 Future Extension of Utilities or Special Facilities

N/A

Section 4.05 Alterations or Repairs to Premises

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

Section 4.06 Lien Indemnification

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

Section 4.07 Cost of Construction and Alterations

N/A

Section 4.08 As-built Drawings

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

Section 4.09 Security Interest on Leasehold Improvements for Construction

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

Section 4.10 Ownership of Improvements

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

Section 4.11 Performance Bonds

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

ARTICLE 5 OBLIGATION OF TENANT

Section 5.01 Net Lease

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

Section 5.02 Maintenance and Operation

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

1. The City remains responsible for the structural integrity of the building structure.

2. Upon occupancy, the Tenant shall be responsible for and perform all maintenance, including but not limited to:
 - a. Janitorial services, providing janitorial supplies, and rubbish. A dumpster is provided on site for tenant use.
 - b. The Tenant shall advise the City and obtain City's consent in writing before making changes involving structural changes to the premises, modifications or additions to plumbing, electrical or other utilities
 - c. The Tenant is responsible for maintaining electric loads within the designed capacity of the system. Prior to any change desired by the Tenant in the electrical loading which would exceed such capacity, written consent shall be obtained from the City.
 - d. The Tenant shall provide and maintain hand fire extinguishers for the demised premises in accordance with applicable fire and safety codes.

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

Section 5.03 Utilities

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

Section 5.04 Signs

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

Section 5.05 Nondiscrimination

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

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

Tenant will abide by the nondiscrimination requirements of Article 153 of the Codified Ordinances of the City of Morgantown.

Section 5.06 Observance of Statutes and Regulations

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

Section 5.07 Airport Security

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

**ARTICLE 6
OBLIGATIONS OF THE CITY**

Section 6.01 Operation as a Public Airport

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

Section 6.02 Ingress and Egress

Upon paying the rental prescribed herein, and performing the covenants of this Agreement, the Tenant shall have the right of ingress to, and egress from, the demised premises for the Tenant, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitee over the roadway serving the area of the demised premises. Airport roadways shall be used jointly with other tenants of the Airport, and the Tenant shall not interfere with the rights and privileges of other persons or firms using said facilities and shall be subject to such weight and type use restrictions as the City deems necessary.

**ARTICLE 7
CITY'S RESERVATIONS**

Section 7.01 Improvement, Relocation, or Removal of Structure

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

Section 7.02 Inspection of Demised Premises

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

**ARTICLE 8
INDEMNITY AND INSURANCE**

Section 8.01 Indemnification

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

violation of any federal, state, or municipal laws, statutes, ordinances, or regulations by the City, its agents, employees, licensees, successors and assigns, or those under its control.

Section 8.02 Insurance

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

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

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

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

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

Section 8.03 Environmental Impairment

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

Section 8.04 Fire and Extended Coverage Insurance

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

Section 8.05 Application of Insurance Proceeds

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

Section 8.06 Performance Bonds

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

Section 8.07 Destruction of Premises (Uninsured Cause)

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

**ARTICLE 9
CANCELLATION BY THE CITY**

Section 9.01 Events of Default by Tenants

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

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

Section 9.02 Remedies for Tenants' Default

1. Upon the occurrence of an "Event of Default by the Tenant", Tenant shall remain liable to the City for all arrearages of rentals, fees or charges payable hereunder and for all preceding breach (es) of any covenant herein contained. The City, in addition to the right of termination, and to any other rights or remedies it may have at law or in equity, shall have the right of re-entry and may remove all Tenant's persons and property from the demised premises. Upon any such removal, Tenant's property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. Should the City elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may, at any time subsequent to an "Event of Default by the Tenant", either terminate this Agreement or re-let the demised premises and any improvements thereon, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Agreement) at such rentals, fees and charges, and upon such other terms and conditions, as the City, in its sole discretion, may deem advisable, with the right to make alterations repairs or improvements on said demised premises. No re-entry or re-letting of the demised premises by the City shall be construed as an election on the City's part to terminate this Agreement, unless a written notice of such intention is given to the Tenant. In re-letting the demised premises, the City shall make a good faith effort to obtain terms and conditions no less favorable to itself than those contained herein and otherwise seek to mitigate any damage it may suffer as a result of the "Event of Default by the Tenant".
2. Unless the City elects to terminate this Agreement, the Tenant shall remain liable for and promptly pay all rentals, fees and charges accruing hereunder until termination of this Agreement at the expiration date set forth herein.
3. In the event that the City re-lets the demised premises, rentals, fees and charges received by the City from such re-letting shall be applied: first, to the payment of any indebtedness other than rentals, fees and charges due hereunder from the Tenant to the City; second, to the payment of any cost of such re-letting; third, to the payment of rentals, fees and charges due and unpaid hereunder; and, the residue, if any, shall be held by the City and applied in payment of future rentals, fees and charges as the same may become due and payable hereunder. Should that portion of such rentals, fees and charges received from such re-letting applied to the payment of rentals, fees and charges due hereunder be less than the rentals, fees and charges payable during the applicable period, Tenant shall pay such deficiency to the City. The Tenant shall also pay to the City, as soon as ascertained, any costs and expenses incurred by such re-letting not covered by the rentals, fees and charges received from such re-letting.
4. Notwithstanding anything to the contrary in this Agreement, if a dispute arises between the City and Tenant with respect to any obligation or alleged obligation of the Tenant to make payment(s) to the City, the payment(s) under protest by the Tenant of the amount claimed by the Tenant to be due shall not waive any of the Tenants' rights, and if any court or other body having jurisdiction determines all, or any part, of the protested payment was not due, then the City shall as promptly as reasonably practicable reimburse the Tenant any amount determined as not due plus interest on such amount at the highest rate allowable under West Virginia law.
5. Tenant shall pay to the City all reasonable costs, fees (including attorneys and accountants) and expenses incurred by the City in the exercise of any remedy upon an event of default by the Tenant.

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

Section 10.01 Event of Default by City

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

1. The City fails, after receipt of written notice from Tenant, to keep, perform or observe any term, covenant or condition herein contained to be kept, performed or observed by the City and such failure continues for thirty (30) days; or, if, by its nature, such "Event of Default by City" cannot be cured within such thirty (30) day period, the City fails to commence to cure or remove such "Event of Default by City" within said thirty (30) days and to cure or remove the same as promptly as reasonably practicable.

2. The City closes the Airport to flights in general or to the flights of the Tenant, for reasons other than weather, acts of God or other reasons beyond its control, and fails to reopen the Airport to such flights within sixty (60) days of such closure, and such closure negatively affects the Tenant's use of demised premises.
3. The Airport is permanently closed by act of any federal, state or local government agency having competent jurisdiction.
4. The City is unable to use the Airport for a period of at least sixty (60) days due to any law or any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of the airport, or any court of competent jurisdiction issues an injunction in any way preventing or restraining the use of the Airport, or any part thereof, for airport purposes, and such injunction remains in force for a period of at least sixty (60) days and such situation negatively affects the Tenant's use of demised premises.
5. The United States Government or any authorized agency of the same (by executive order or otherwise) assumes the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict Tenant from conducting its operations, and such restrictions shall continue for a period of at least sixty (60) days.

Section 10.02 Remedies for City's Defaults

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

ARTICLE 11 RIGHTS UNDER TERMINATION

Section 11.01 Fixed Improvements

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

Section 11.02 Personal Property

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

ARTICLE 12 ASSIGNMENT AND SUBLETTING

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

1. Tenant may assign privileges of this agreement, and/or sublease space, in the Demised Premises directly to a parent, subsidiary or affiliate of Tenant, in the furtherance of its approved use of City / Airport facilities as detailed in 2.01, without City approval. However, Tenant remains obligated to notify City in writing of such assignment or sublease. Under such assignment or sublease, the Tenant remains fully responsible for the payment of all rents, fees and charges in accordance with the Agreement.
2. Any assignment of the privileges in this agreement, or sublease of Demised Premises, wherein the assignee/sub-lessee is responsible for the payment of rents, fees and charges directly to the City,

must receive the prior approval of the City. In such assignment or sublease, Tenant shall remain liable to the City for the remainder of the term of this Agreement to pay to the City any portion of the rental and fees provided for herein upon failure of the assignee or sub-lessee to pay the same when due.

3. Said assignee or sub-lessee in either case above, shall not further assign or sublease said Agreement or leased space except with the prior written approval of the City and the Tenant herein, and any assignment or sublease agreement initiated by the Tenant to any third party shall contain a clause to this effect.

ARTICLE 13 QUIET ENJOYMENT

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

ARTICLE 14 GENERAL PROVISIONS

Section 14.01 Non-Interference with Operations of Airport

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

Section 14.02 Attorney's Fees

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

Section 14.03 Taxes and Special Assessments

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

Section 14.04 Right to Contest

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

Section 14.05 License Fees and Permits

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

Section 14.06 Non Exclusive Rights

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

Section 14.07 Paragraph Headings

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

Section 14.08 Interpretations

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

Section 14.09 Non-Waiver

No waiver by City of any agreement, condition or provision contained in this Agreement will be valid or binding unless expressed in writing and signed by the City. The waiver by City of any agreement, condition or provision contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision contained in this Agreement, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Agreement be construed to waive or to lessen the right of City to insist upon the performance by Tenant in strict accordance with the terms of this Agreement. The subsequent acceptance of rent by City will not be needed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Agreement, other than the failure of Tenant to pay the particular rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.

Section 14.10 Severability

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

Section 14.11 Binding Effect

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

Section 14.12 No Partnership

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

Section 14.13 Duty to be Reasonable

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

Section 14.14 Notices

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

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

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

In Tune Counseling
100 Hart Field Road, Suite 105G
Morgantown, WV 26505

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

Section 14.15 Entire Agreement

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

Section 14.16 No Construction Against Drafting Party

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

Section 14.17 Third Party Beneficiaries

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

Section 14.18 Authorization and Execution

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

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

CITY OF MORGANTOWN

In Tune Counseling

By: _____

By: _____

Jamie Miller
City Manager

Sabrina Emery
Member

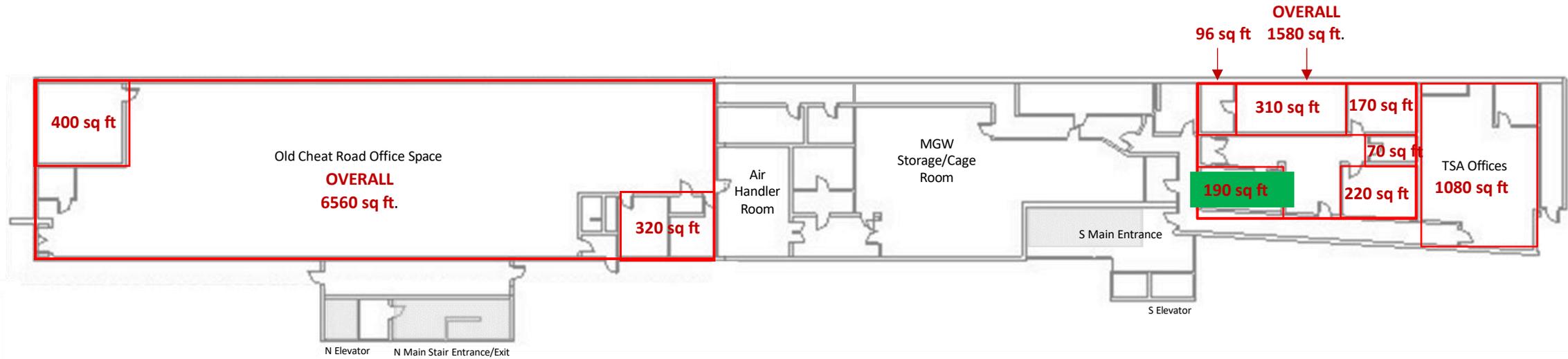
Date: _____

Date: _____



Morgantown Municipal Airport

FIRST LEVEL





City Council Agenda Item Summary

Council Meeting Date: February 3, 2026

Item: Boards and Commissions Annual Reporting
Department: Administration
Requested By: Jamie Miller, City Manager
Strategic Goal: Excellent and Responsible

Recommended Motion: Move to approve an Ordinance providing for annual reporting by Boards and Commissions

Item Summary:

Ordinance Number 2024-41 was adopted October 6, 2024 which amended the City Charter to remove the requirement that all boards and commissions established by City Council be required by ordinance to submit reports twice annually, and to replace that requirement with a Charter mandate that each board and commission prepare and submit one annual report.

The charter now reads: “Such boards, authorities or commissions shall not be under the direction or supervision of the City Manager, but every such board, authority or commission shall submit periodic reports annually, no later than the 30th day of June each year, to the Council and to the Manager by electronic delivery, indicating the entity’s activities during the preceding year and its financial condition, and such other reports and information as the Council may require.”

The proposed ordinance seeks to coordinate existing reporting requirements established by various sections of the ordinance with charter language. This ordinance revises enabling ordinances for boards and commissions where reporting is specified to refer to the annual report requirement now found at Section 4.02 of the City Charter. This ordinance is intended to clarify that, except for reports otherwise required by law, each board and commission should submit an annual report to the City on or about June 30 of each year, reporting on the board’s or commission’s activity for the preceding fiscal year.

Fiscal Impact: The proposed ordinance is intended to be administrative in nature and coordinate various policy documents and should not have a fiscal impact.

Ordinance No. 2026-

AN ORDINANCE OF THE CITY OF MORGANTOWN
PROVIDING FOR ANNUAL REPORTING BY BOARDS AND COMMISSIONS

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

By Ordinance Number 2024-41, adopted October 6, 2024, the City Council amended the City Charter to remove the requirement that all boards and commissions established by City Council be required by ordinance to submit reports twice annually, and to replace that requirement with a Charter mandate that each board and commission prepare and submit one annual report, as follows: “Such boards, authorities or commissions shall not be under the direction or supervision of the City Manager, but every such board, authority or commission shall submit periodic reports annually, no later than the 30th day of June each year, to the Council and to the Manager by electronic delivery, indicating the entity's activities during the preceding year and its financial condition, and such other reports and information as the Council may require.” In order to coordinate existing reporting requirements established by ordinance, this ordinance revises enabling ordinances for boards and commissions where reporting is specified to refer to the annual report requirement now found at Section 4.02 of the City Charter. This ordinance is intended to clarify that, except for reports otherwise required by law, each board and commission should submit an annual report to the City on or about June 30 of each year, reporting on the board’s or commission's activity for the preceding fiscal year.

Section 2. Adoption of Amendments to City Code provisions specifying reporting by boards and commission.

The Articles of the City Code specified below, are hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

ARTICLE 153. - HUMAN RIGHTS

Sec. 153.09. - Powers; functions; services.

(f) To prepare a written report on its work, functions and services for each year ~~ending on June 30 and to deliver copies thereof to Council on or before~~ as and when required by Section 4.02 of the City Charter ~~December 1 next thereafter.~~

ARTICLE 155. - PARKING AUTHORITY

Sec. 155.07. - Powers and duties.

(g) The Parking Authority shall make ~~monthly~~ annual reports to Council as required by Sec and when required by Section 4.02 of the City Charter. Such reports shall show the financial condition of the various facilities operated by the Parking Authority including receipts and expenditures and any other information required by the City Charter or by City Council. The Parking Authority shall provide such other reports and information as Council may from time to time require or request. Any such reports may also in the discretion of the Parking Authority or at

the request of Council include such recommendations concerning the activities of the Parking Authority as may be determined proper.

ARTICLE 159. - LIBRARY BOARD

Sec. 159.04. - Annual report to be made.

The Board of Directors shall make an annual report as and when required by Section 4.02 of the City Charter ~~at the end of each fiscal year to the City Manager~~ stating the condition of the library property, the various sums of money received from the Library Fund and all other sources, and how such money was expended, the number of books and periodicals on hand, the number added during the year, the number withdrawn from circulation, the number of books lent, the number of registered users of such library, with such other statistics, information and suggestions as may be deemed of general interest and as may be required by the City Charter or by City Council. A copy of this report shall be sent to the State Library Commission; provided that any information required by City Charter or City Council but not required to be reported to the State Library Commission may be omitted from the report delivered to the State Library Commission.

ARTICLE 160. - HOUSING ADVISORY COMMISSION

Sec. 160.07. - Written reports.

The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter ~~to the City Manager and Council~~ summarizing its past year's activities and recommendations for the ensuing year.

ARTICLE 162. - WOODBURN COMMISSION

Sec. 162.07. - Written reports.

The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter ~~to the City Manager and Council~~ summarizing its past year's activities and recommendations for the ensuing year.

ARTICLE 163. - URBAN LANDSCAPE COMMISSION

Sec. 163.09. - Annual report.

~~Council may request a yearly report from the Urban Landscape Commission regarding its services provided throughout the previous year. This report may include information, statistics and recommendations which may be deemed of general interest.~~ The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter.

ARTICLE 167. - HISTORIC LANDMARKS COMMISSION

Sec. 167.08. - Annual report; reports to the Department of Culture and History.

- (a) Annual reports shall be prepared and submitted to ~~Council and to~~ the State Historic Preservation office of the Department of Culture and History within 60 days after the end of the fiscal year or the portion of the fiscal year in the first year of establishment of the Commission. ~~The a~~ Annual reports to Council shall be submitted as and when required by Section 4.02 of the City Charter ~~contain the above information as well as budget requests and recommendations.~~
- (b) The Commission shall prepare and submit reports of Commission activities to the Historic Preservation officer in the Department of Culture and History as required by administrative regulations promulgated by that agency.

ARTICLE 169. - UTILITY BOARD

Sec. 169.05. - Financial reports; minutes; budget.

The Board shall provide reports ~~as and when required by Section 4.02 of the City Charter,; at least semiannually, or as otherwise required by law, to the City Manager and Council, indicating the Board's financial condition.~~ The Board shall also, if requested by the Mayor or City Manager provide the City with yearly audited financial statements, minutes of all meetings of the Board, an annual budget and other information as may reasonably be requested.

ARTICLE 178. - CIVILIAN POLICE REVIEW AND ADVISORY BOARD

Sec. 178.06. - Reports.

(a) *Annual report; work plan.* ~~On or before~~ As and when required by Section 4.02 of the City Charter January 31 of each year, the Board shall file ~~an annual report with the City Clerk setting forth the activities of the Board for the previous year and establishing a work plan for the Board for the current year, along with any other information required by City Charter or by City Council.~~ The City Clerk shall distribute the report to City Council, the City Manager, the Chief of the Morgantown Police Department, and the President of the Morgantown Police Civil Service Commission.

(b) *Statistical data and reporting.* No less than annually, the Board shall collect and report statistical data relating to the operations of the Morgantown Police Department including calls for assistance, stops, arrests, charges, and convictions, which will include demographic data such as race, sex, age, and other relevant and available characteristics of involved persons. The Morgantown Police Department and the Board will work together to collect, maintain, and report the data while ensuring that all appropriate or required privacy and confidentiality protections are afforded to the individuals involved in the incidents underlying the reported data.

ARTICLE 179. - HEALTH AND WELLNESS COMMISSION

Sec. 179.09. - Semi-annual report.

~~City Council may request a semi-annual report from the Health and Wellness Commission regarding its services provided to the City. The Commission shall submit annual reports as and when required by Section 4.02 of the City Charter.~~ This report may include information, statistics, financial data, and recommendations which may be deemed of interest to City Council.

ARTICLE 180. - CULTURAL ARTS COMMISSION

Sec. 180.08. - Reports.

(a) *Minutes.* The Commission, by its Secretary or such other person as determined appropriate, shall record and keep written minutes of each meeting reflecting, at minimum, the official action of the Commission taken at each meeting, the members present, and such other information as may be required by the Open Governmental Proceedings Act. The minutes shall be open to public inspection and shall be filed with the City Clerk upon approval by the Commission. Approval of minutes shall be made at the next regular meeting following any meeting of the Commission.

(b) *Annual report.* ~~On or before~~ As provided in Section 4.02 of the City Charter January 31st of each year, the Commission shall file an annual report ~~with the City Manager and City Council setting forth the activities of the Commission in the prior calendar year, along with any other information required by City Charter or by City Council.~~

ARTICLE 1387. - PLANNING COMMISSION

Sec. 1387.02. - Powers and duties.

The Morgantown Planning Commission has the following powers and duties:

- (i) Make an annual report as and when required by Section 4.02 of the City Charter to City Council concerning the operation of the Planning Commission and the status of planning within the City along with any other information required by the City Charter or City Council.

Section 3. Repeal, Savings, Severability.

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

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

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

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

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

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

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____



City Council Agenda Item Summary

Council Meeting Date: February 3, 2026

Item: Morgantown Municipal ID Program
Department: City Manager
Requested By: Administration
Strategic Goal: Compassionate and Engaged, Excellent and Responsible

Recommended Motion: I move to approve the Ordinance Providing Standards For Municipal Identification Cards.

Item Summary:

The City of Morgantown recognizes that many residents, especially those who are unsheltered, elderly, young, or part of marginalized communities, often face barriers when they lack traditional forms of identification. Without proper ID, it can be difficult to access essential services like healthcare, banking, housing, and employment.

To address this, the city is introducing the Morgantown Municipal ID program designed to:

- Provide a valid, city-issued form of identification for all residents, regardless of their background or circumstances.
- Enhance access to critical services such as medical care, financial institutions, and city programs.
- Promote dignity by affirming the identity and residency of individuals who may otherwise be excluded.
- Support civic engagement by enabling broader participation in cultural, educational, and community activities, as well as local business promotional opportunities.

This ordinance provides that City officials responsible for receiving identification shall accept a municipal identification card issued by the City as such identification. Some restrictions still apply.

Fiscal Impact:

City Council Agenda Item Summary

The initial investment into the hardware and software costs (less than \$3,000) has already been completed. Moving forward, the cost to obtain a Morgantown Municipal ID will cover the cost to run the program, making it budget neutral.

If local businesses or facilities choose to offer perks or discounts to ID holders, it could stimulate local spending, increase foot traffic, and strengthen customer loyalty, especially among populations that may not have previously engaged with the local economy.

Ordinance No. 2026-_____

**AN ORDINANCE PROVIDING STANDARDS FOR
MUNICIPAL IDENTIFICATION CARDS**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The City Council of The City of Morgantown finds that establishing a municipal identification card program supports a welcoming community and is an effective means to provide access to City services. In pursuit of those goals, this ordinance provides that the Morgantown municipal identification card will be accepted as identification for purposes of interacting with the City of Morgantown and its officials, employees, and agents, but the ordinance also recognizes that federal and state law place limits on how the Morgantown municipal identification card can be used for other purposes.

Section 2. Adoption of Amendment to Article 101 of the City Code.

Article 101 of the City Code, entitled “Interpretation and Construction” is hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

Sec. 101.13. – Municipal identification.

(a) Whenever the provision of identification is referenced in any section of the City Code, or in any ordinance of the City hereafter adopted, or required by state or federal law, any City official responsible for receiving such identification shall accept a municipal identification card issued by the City as such identification; provided, that the municipal identification card shall not be accepted as identification for purposes prohibited by the federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 or the federal REAL ID Act, such as accessing federal benefits.

(b) No provision of this Section shall require any City official to accept a municipal identification card to provide identification when the municipal identification card was not duly issued by the City to the person presenting it.

Section 3. Repeal, Savings, Severability.

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

The repeal or modification of any part of this Code does not affect any existing right acquired, or liability or obligation incurred, under the code sections amended or repealed unless the modifying ordinance expressly so provides. Any repealed or modified part of this Code will

remain in force for the purpose of sustaining any proper legal proceedings and prosecutions related to the enforcement of such right or liability brought prior to the repeal or modification.

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

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

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

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

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

**THE CITY OF MORGANTOWN, CREATING THE "MORGANTOWN
MUNICIPAL IDENTIFICATION CARD PROGRAM"
ADMINISTRATIVE POLICY**

WHEREAS, there is a recognition that residents within The City of Morgantown, at times, may not have access to various forms of identification and thus have difficulty obtaining services such as banking accounts, access to health care services, as well as public/government buildings. This barrier leaves many individuals, including unsheltered citizens, senior citizens, youth, and other marginalized populations without access to critical services, benefits, and cultural, educational, and civic opportunities; and

WHEREAS, it is the intent of The City of Morgantown to build the City's standing as a welcoming center for all residents, without regard to a person's race, national origin, religion, sex, sexual orientation, gender identity, disability, or immigration, housing, or financial status. Further, it is the intent of The City of Morgantown that the municipal identification card should affirm the identity and resident status of all Morgantown residents; and

WHEREAS, The City of Morgantown believes the availability of municipal identification cards will be positive and productive for all residents within the designated boundaries of the municipality.

The City of Morgantown hereby adopts this policy as follows:

SECTION 1. City of Morgantown Municipal Identification Card Program

The City of Morgantown hereby establishes a Morgantown Municipal Identification Card Program, currently operating in its pilot phase, which shall be issued to individuals who can prove their identity and residency in accordance with the terms of this Policy. The City Manager's Office or other designated office (hereinafter referred to as the 'Administering Department') shall administer The City of Morgantown Municipal Identification Card Program.

The Administering Department shall issue such policies and procedures as are necessary to effectuate the purposes of this policy, including the designation of access sites where applications may be picked up and submitted. The Administering Department shall also make applications available online and may require online preliminary document submission and scheduled appointments for processing applications.

SECTION II. Definitions

"Morgantown Municipal Identification ("MMID") Card" or shall mean an identification card issued by The City of Morgantown that shall, at a minimum, display the card holder's photograph, name, date of birth, address, signature, issuance and an expiration date and ID card number. Such identification card

shall be designated in a manner to deter fraud.

"Resident" shall mean a person who can establish that he or she is a current resident of The City of Morgantown.

"City" unless otherwise identified shall solely mean The City of Morgantown.

SECTION III. Issuance of Morgantown Municipal Identification Cards; Display; Term; Fee

- a. The City of Morgantown Municipal Identification Card shall be available to any resident of The City of Morgantown regardless of his or her race, color, creed, age, national origin, alienage, or citizenship status, gender, sexual orientation, disability, marital status, partnership status, income, or housing status provided that such resident is able to provide the requirements for establishing their identity and residency as set forth in this Policy and of any applicable policies and procedures established by The City of Morgantown and Administering Department.
- b. The City of Morgantown Municipal Identification Card shall display at minimum the applicant's full name, photograph, address, date of birth, signature, card issue and expiration dates and ID card number. Space permitting, the card may also include emergency contact information or medical considerations voluntarily provided by the applicant.
 - i. The Administering Department shall, through policy and procedure establish guidelines as required by this Policy to protect all applicants who lack a permanent address.
 - ii. Such identification cards shall be designed in a manner to deter fraud which may include bar codes, serial numbers, watermarks, The City of Morgantown seal or logo, ID numbers, and other security measures.
- c. The City of Morgantown Identification card is valid for two (2) years from date of issuance. Residents age fourteen (14) or over may apply for a card. Relocation out of the City invalidates The City of Morgantown Municipal Identification Card and shall be returned to the City for destruction.

- d. The fee for the issuance of The City of Morgantown Identification Card shall be \$15.00 for adults and \$10.00 for children, veterans, the disabled and senior citizens. Renewal of card shall be \$10.00, and change of information shall be \$7.00. The City of Morgantown and the Administering Department may adopt rules and permit residents who cannot afford to pay such fee(s) to make a hardship application and to be granted a full or partial waiver of the fee. The Administering Department may in full or in part waive the fee for The City of Morgantown Municipal Identification Card, if an applicant can establish a hardship exemption. Applicants may file for a hardship exception waiver (Affidavit of Indigency) during application's intake process.

SECTION IV. Proof of Residency and Identity

- a. In order to obtain a Morgantown Municipal Identification Card an applicant must establish their identity and residency within The City of Morgantown as follows:

i. Proof of Identity. The City of Morgantown Identification Card Program will use a point system to determine whether applicants are able to prove identity and residency. Under this system, applicants must provide documents totaling four (4) points of identity and two (2) points of residency, consistent with the point values established by the Administering Department.

ii. In order to establish identity, an applicant shall be required to produce one or more of the following **expired or unexpired** documents (**expired documents must contain a profile picture**) with a **valid City of Morgantown address**: U.S. or Foreign Passport or citizenship papers; State of WV Motor Vehicles Driver's License or WV Identification Card with photo; U.S. Lawful Permanent Resident Card; City of Morgantown ID (Applicants may rely on a current or expired municipal ID card to prove identity to obtain a new one); Release Letter from Prison / Discharge papers with photograph; Snap/Medicaid or Social Security Statement of Benefits with photograph; Voters Registration Card or W2 Form; Foreign Consular ID Card with photograph; National Identification Card (Must have photo, name, address, DOB, and expiration date); U.S. Public Benefits card (EBT, Medicaid, SNAP, etc.); Homeless Management Information System (HMIS) service point ID or record of service transaction history with photograph; U.S. or Foreign military identification card; Photo ID issued by educational institution U.S. school transcript from high school or post-secondary school; Certified Copy of U.S. or Foreign Birth Certificate; Proof of a minor enrolled in U.S. public or private school; U.S. Employee-Union Identification Card; WV Identification Card; U.S. Social Security Card; Medicare or Medicaid Card or Credit/Debit Card; U.S. Individual taxpayer identification number (ITIN) authorization letter; Certificate of marriage or dissolution/divorce of, domestic partnership; Concealed Carry Permit (County Issued) or any other documentation that the (administering agency) deems acceptable. If the individual is a minor, proof must be furnished on behalf of said minor by the individual's parents or legal guardian or by a court of competent jurisdiction. The Administering Department shall, through the policy and procedure it establishes, create a point system to ensure uniformity and non-biased requirements by which individuals may establish identity and residency. The City of Morgantown and Administering Department, through its policies and procedures, shall determine the weight to be given to each type of document provided in this paragraph, and require that at a minimum an applicant produce more than one document to establish identity.

- ii. Proof of Residency. In order to establish residency, an applicant must present one or more of the following items showing both the applicant's name and residential address located within the City: State of WV Motor Vehicles Driver's License or Non-WV Driver's License Identification Card with photo and City of Morgantown address; Utility, cable, or phone bill; Bank account statement; Hospital or health care bill; Current residential property lease; Current mortgage payment receipt; Juror summons, court order, or legal document issued by federal, state, or municipal court or agency; Proof of a minor enrolled in school; Library Card; Voters Registration Card or W2 Form; insurance bill; Employment pay stub; Local property tax statement (within one year of submission); Tax Returns from most immediate tax year Hunting/Fishing License Auto Insurance Bill; Written verification issued by a family member, church, hospital, health care or social service agency, or family member attesting applicant has been a City of Morgantown resident for at least 30 days and any other document the Administering Department determines is acceptable which shall be set forth in its policies and procedures it establishes.
- b. All City departments shall accept The City of Morgantown Municipal Identification Card as proof of identity and residence for access to City services and benefits unless such acceptance is prohibited by Federal or State law or unless the department or authority has reason to suspect fraud by the purported cardholder. The City of Morgantown shall take reasonable efforts to promote the acceptance of Municipal IDs by banks and other public and private institutions and publicize the benefits associated with The City of Morgantown Municipal Identification Cards.

SECTION V. Confidentiality

The records relating to the application and issuance of The City of Morgantown Municipal Identification cards shall be maintained in accordance with law.

- a. The City of Morgantown shall make best efforts to protect the confidentiality of all municipal card applicants to the maximum extent allowable by federal and state law. The City of Morgantown shall not disclose personal information obtained from an applicant for a Morgantown Municipal Identification Card to any individual, public, or private entity, unless required by a court of competent jurisdiction, or when such individual is a minor or is otherwise not legally competent, by such individual's parent or legal guardian; when so ordered by a court of competent jurisdiction; to a requesting City department for the limited purpose of administering the program or determining or facilitating the applicant's eligibility for additional benefits or services or care and provided that such disclosure is made in accordance with all applicable Federal and State privacy laws and regulations.
- b. The Administering Department shall not retain originals or copies of documents provided by an applicant to prove identity or residency, and any such documentation shall be immediately returned to the applicant after the Morgantown Municipal Identification Card is printed. Additionally, any electronic document uploads submitted for preliminary review shall be permanently deleted once the review is complete, whether the applicant is approved or denied.

SECTION VI. Access to Services

- a. All municipal agencies and offices, and all municipal employees, including law enforcement officers, shall accept the Municipal ID as proof of identity and city residency.

- b. The City of Morgantown shall seek to expand the benefits associated with the Municipal Identification Card, including encouraging eligible persons to apply for the card, promoting its acceptance by banks and other public and private institutions, and establishing partnerships with local businesses and organizations to provide optional discounts or benefits to cardholders.
- c. The City of Morgantown agencies and officers shall not require possession of a Morgantown Municipal Identification Card where identification is not already required to obtain city services. Provided, however, the agencies may require the possession of a Morgantown Municipal Identification Card to obtain benefits or privileges offered exclusively to those who possess a Morgantown Municipal Identification Card as an incentive to apply for a Morgantown Municipal Identification Card.

SECTION VII. Disclaimer

- a. The City of Morgantown is providing The City of Morgantown Municipal Identification Card for identification and access to services provided by The City of Morgantown. The city does not act as a guarantor or warrantor of either of the information provided by the applicant for The City of Morgantown Municipal Identification Card or against any acts, criminal or otherwise committed by the individual(s) while possessing or using The City of Morgantown Municipal Identification Card. The City does not waive any of its protections afforded under Federal, State, or Local laws by processing or issuing The City of Morgantown Municipal Identification Card.
- b. The Administering Department shall submit a report to the City Manager on the status of The City of Morgantown Municipal Identification Card Program on a quarterly basis or at the request of the City Manager.
- c. The Municipal Identification Card cannot be accepted as identification for purposes prohibited by the federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 or the federal REAL ID Act, such as accessing federal benefits. The City issues municipal identification cards for access to city services (or for identification to city officials) but private companies, state officials, and federal officials are not required to accept this card as identification. The City may seek partnerships with private companies to allow use of the municipal identification card, but all applicants and cardholders should be aware that they cannot force private companies or outside entities to accept this card for identification purposes.

SECTION VIII. Community Outreach

The City of Morgantown shall identify and implement measures, including but not limited to staff training, and community outreach, to address the needs of individuals seeking to participate in The City of Morgantown Municipal Identification Card program.

SECTION IX. Violations and Penalties

It shall be a violation of The City of Morgantown Municipal Identification Policy for any person or entity to undertake any of the following acts:

1. To knowingly present false information while applying for a Morgantown Municipal Identification Card
2. To alter, copy, or replicate The City of Morgantown Municipal Identification Card; or,:
3. To use a City of Morgantown Municipal Identification Card issued to another person, with the intent of causing a third person or entity to believe the holder of the Card is the person to whom the card was issued.

Except as otherwise expressly provided for in this policy, any person who violates these terms will have their municipal identification card revoked and will be prohibited from obtaining a replacement card for an amount of time determined appropriate by the City.

4. In addition, any actions related to the Morgantown Municipal Identification Card that may constitute a criminal offense under local, state, or federal law will be referred to the appropriate law enforcement authorities for investigation.



City Council Agenda Item Summary

Council Meeting Date: February 3, 2026

Item: Ordinance for One-Way Roads and Turn Restrictions
Department: Engineering and Public Works
Requested By: Damien Davis, PE
Purpose: The primary purpose of this ordinance revision is to modernize and streamline how one-way streets and prohibited turns are designated and communicated to the public.

Recommended Motion: I move to approve the Ordinance Amending Article 305 Designating One-Way Streets And Prohibited Turns

Item Summary:

The proposed ordinance amends Article 305 of the City Code (Traffic Control) to establish a clearer and more efficient process for designating one-way streets and prohibited turning movements, while maintaining City Council oversight and improving public access to this information. More specifically, this ordinance aims to:

- Improve traffic safety by clarifying authority over one-way streets and prohibited turns.
- Establish an administrative process allowing quicker implementation of traffic control changes by City staff.
- Ensure transparency and public access by requiring a centralized, up-to-date record on the City's website.
- Align the treatment of one-way streets and turn prohibitions with existing processes used for parking restrictions.
- Eliminate outdated code provisions related to parking prohibitions.

Fiscal Impact: None

Ordinance No. 2026-_____

**AN ORDINANCE OF THE CITY OF MORGANTOWN
AMENDING ARTICLE 305 DESIGNATING ONE-WAY STREETS
AND PROHIBITED TURNS**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The City Council of The City of Morgantown finds that limitation of streets to one-way travel, and prohibited turns at certain intersections, are important measures to promote safety of all public users on City streets, and that the public should be able to access information about all areas where those travel limitations are established. In order to provide an efficient process for designating and publicizing such areas, and integrating the expertise of City engineering staff in making judgments about the use of these measures, City Council adopts this ordinance to establish a process for administrative orders designating one-way streets and prohibited turns while retaining for City Council the option to reject or amend those orders, and also to provide a centralized location on the City website where the public may review all one-way streets and prohibited turns.

In addition, City Council finds that prohibitions on street parking have been delegated to the City Manager, with a similar option for City Council to reject or amend such parking prohibitions, at City Code section 305.02, and that City Code section 305.06 providing a single area where parking is prohibited should be repealed in favor of using the general parking prohibition process at Section 305.02.

Section 2. Adoption of Amendment to Article 305 of the City Code.

Article 305 of the City Code, entitled “Traffic Control” is hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

Sec. 305.04. - One-way streets designated; prohibited turns.

(a) The City Manager or designee may direct that only one-way travel will be permitted on any public right-of-way or portion thereof within the City, and/or that certain turns may be prohibited or limited, and the City Manager may remove such prohibitions or limitations except as limited by this Article 305. Any such direction shall be reduced to writing, delivered to City Council, and retained by the Office of the City Engineer in accordance with Paragraph (e) of this section.

(b) City Council may direct that only one-way travel will be permitted on any public right-of-way or portion thereof within the City, and/or that certain turns may be prohibited or limited, and the Council may direct that two-way travel, or certain turns, will be permitted in an area, or during a time, where such travel or turn has been prohibited or limited by the City Manager pursuant to

Paragraph (a) of this section. Any Council action under this Paragraph (b) shall be undertaken by adoption of an ordinance.

(c) In the event that City Council directs that two-way travel, or certain turns, be permitted in an area, or during a time, where such travel or turning movement has previously been prohibited or limited by direction of the City Manager, the City Manager may not direct that two-way travel, or certain turns, be prohibited or limited in that area or time thereafter unless authorized to do so by subsequent ordinance of Council.

(d) No prohibition or limitation on two-way travel, or certain turns, shall be effective until the placement of appropriate signage or markings indicating the limitation on two-way travel or turn in the area where such movements or prohibited or limited.

(e) The City Engineer shall maintain a record of all orders of the City Manager and ordinances of City Council prohibiting or limiting two-way travel or certain turning movements, or removing such restrictions, on the public rights-of-way.

(f) The City Manager or designee shall publish on the City website an image or images depicting the public rights-of-way where two-way travel is prohibited or limited, and where certain turns are prohibited, as well as a list or table identifying such areas. The image(s) and table shall be maintained current with the adopted orders of the City Manager and ordinances of City Council in accordance with this Section 305.04.

(a) The following streets or portions thereof are hereby designated as and declared to be one-way streets and vehicular traffic on such streets shall move only in the direction specified in this section:

~~Brookway Avenue, from Walnut Street to Maryland Avenue.~~

~~Carson Street, from University Avenue to Grant Avenue.~~

~~Chestnut Street, from Kirk Street to Willey Street.~~

~~Clark Street, from Cherry Street to Kingwood Street.~~

~~Clay Street, from Wharf Street to Hurley Street.~~

~~Court Street, from Spruce Street to University Avenue.~~

~~Decker Avenue, from Spruce Street to Elk Street.~~

~~Edgewood Street, from Cobun Avenue to Wilson Avenue.~~

~~Elmina Street from Dewey Street to Lyndhurst Street.~~

~~Fayette Street, from University Avenue to Spruce Street.~~

~~First Street, from Grant Avenue to University Avenue.~~

~~Forest Avenue, from High Street to Spruce Street.~~

~~Forest Avenue, from High Street to Chestnut Street.~~

~~Fortney Street, from Charles Avenue to Richwood Avenue.~~

~~Gem Street, from Locust Avenue to Richwood Avenue.~~

~~High Street, from Prospect Street to Kirk Street.~~

~~Hough Street, from University Avenue to Beechurst Avenue.~~

~~Jones Avenue, from Stewart Street to Overhill Street.~~

~~Kirk Street, from High Street to Spruce Street.~~

~~Manville Street, from Winsley Avenue to Winsley Avenue in an easterly direction.
 Maryland Avenue, from Brockway Avenue to Cobun Avenue.
 McClain Avenue, from Third Street to Eighth Street.
 Moore Street, from University Avenue to B. & O. Railroad Station.
 Moreland Street, from Spruce Street to University Avenue.
 Pearl Avenue, from Richwood Avenue to Cass Street. Parking on the east side of Pearl Avenue only.
 Pleasant Street, between Spruce Street and Cobun Avenue.
 Pleasant Street, from University Avenue to Spruce Street.
 Prairie Avenue, from Wilson Avenue to Wagner Road.
 Prospect Street, from Willey Street to University Avenue.
 Reid Street, from Chestnut Street to University Avenue.
 Rotary Street, from Collins Ferry Road to Rebecca Street.
 Second Street, from University Avenue to Grant Avenue.
 Spruce Street, from Kirk Street to Prospect Street.
 Walnut Street, from Spruce Street to University Avenue.
 Walnut Street, between Cobun Avenue and Spruce Street.
 Wharf Street, from Hurley Street to Clay Street.
 Winsley Street, from Overdale Street to Green Street.~~

(b)

~~Prior to the adoption of an ordinance designating any street within the City as a one-way street, Council may permit, on a trial basis not to exceed 90 days, such street to be used as a one-way street. At any time during such trial period, Council may request the City Attorney to prepare and present an ordinance thereon.~~

~~(1967 Code § 20-8.1; Ord. No. 05-30, 9-20-2005; Ord. No. 2019-25, 9-17-2019)~~

Sec. 305.05. — Prohibited turns.

(a) ~~Right turns prohibited.~~ No operator of any vehicle proceeding in the direction indicated in this section on any of the streets named below shall turn his vehicle to the right at the intersection specified opposite such first-named street:

| Street | Direction of Travel | Intersection at Which Right Turn Prohibited |
|---------------------|----------------------------|--|
| College Avenue | Easterly | College Avenue and North Willey Street |
| Pennsylvania Avenue | Easterly | Pennsylvania Avenue and Broekway Avenue |
| Richwood Avenue | Westerly | Richwood Avenue and Willey Street |
| University Avenue | Northerly | University Avenue and Dorsey Avenue |

| Street | Direction of Travel | Intersection at Which Right Turn Prohibited |
|-------------------|---------------------|---|
| University Avenue | Northerly | University Avenue and Willey Street |

~~(b) Left turns prohibited. No operator of any vehicle proceeding in the direction indicated in this section on any of the streets named below shall turn his vehicle to the left at the intersection specified opposite such first named street:~~

| Street | Direction of Travel | Intersection at Which Left Turn Prohibited |
|---------------------|---------------------|--|
| Brockway Avenue | Easterly | Brockway Avenue and Pennsylvania Avenue |
| Dorsey Avenue | Northerly | Dorsey Avenue and University Avenue |
| North Willey Street | Northerly | North Willey Street and College Avenue |
| Willey Street | Westerly | Willey Street and Richwood Avenue |
| Willey Street | Westerly | Willey Street and University Avenue |
| Foundry Street | Westerly | Foundry Street and University Avenue |
| Hough Street | Westerly | Hough Street and Beechurst Avenue |

~~(Ord. No. 94-57, 4-5-1994)~~

Sec. 305.06. -- Prohibited street parking.

~~Parking of motor vehicles on Earl Core Road (State Route 7 at Sabraton), between Hartman Run Road eastward to the City limits, shall be prohibited along both sides of such street.~~

~~(Ord. of 3-17-1987)~~

Section 3. Repeal, Savings, Severability.

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

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

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

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

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

Section 5. Recording of ordinance. The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: None.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____



Complete List One-Way Street and Restricted Turns

One-Way Streets

Arch Street, from Kingwood Street to Reay Alley, south lane in an easterly direction

Arch Street, from Reay Alley to Kingwood Street, north lane in a westerly direction

Bank Street, from High Street to Chestnut Street

Belmar Avenue, from Price Street to Waverly Street

Bond Street, from Charles Avenue to Ridgeway Avenue

Brockway Avenue, from South Walnut Street to Maryland Avenue

Carson Street, from University Avenue to Grant Avenue

Chancery Row, from High Street to Chestnut Street

Chestnut Street, from Kirk Street to Willey Street

Church Alley, from Beechurst Avenue to Water Street

Clark Street, from Coban Avenue to Kingwood Street

Clay Street, from Wharf Street to Hurley Street

Coban Avenue, from Grand Street to Edgewood Street

Court Street, from Chestnut Street to University Avenue

Court Street, from Spruce Street to High Street

Edgehill Street, from Alma Street to Overdale Street

Edgewood Street, from Cobun Avenue to Wilson Avenue

Elmina Street from Dewey Street to Lyndhurst Street

Fawley Lane, from Grafton Road to Grafton Road in a northerly direction (Dorseys Knob)

Fayette Street, from University Avenue to Dead End

Fayette Street, from Water Street to University Avenue

First Street, from Grant Avenue to University Avenue



Complete List One-Way Street and Restricted Turns

Forest Avenue, from High Street to Chestnut Street

Forest Avenue, from High Street to Spruce Street

Fortney Street, from Charles Avenue to Richwood Avenue

Front Street, Lyndhurst Avenue to driveway of 232 Front Street in a northerly direction

Gem Street, from Locust Avenue to Richwood Avenue

Grant Avenue, from Eighth Street to Campus Drive

Hagan Street, from Park Street to Grand Street

High Street, from Willey Street to Kirk Street

Hough Street, from University Avenue to Beechurst Avenue

Jones Avenue, from Overhill Street to Stewart Street

Kirk Street, from High Street to Spruce Street

Maiden Lane, from College Avenue to North High Street

Manville Street, from Winsley Avenue to Winsley Avenue in an easterly direction

Maryland Avenue, from Brockway Avenue to Cobun Avenue

McLane Avenue, from Third Street to Eighth Street

Moore Street, from University Avenue to Garrett Street

Moreland Street, from City Lot to University Avenue

North High Street, from Prospect Street to Willey Street

North Spruce Street, from Willey Street to Prospect Street

Pearl Avenue, from Richwood Avenue to East Prospect Street

Pleasant Street, from University Avenue to Spruce Street

Pocahontas Avenue, from Collins Ferry Road to University Avenue

Prairie Avenue, from Wilson Avenue to Wagner Road



Complete List One-Way Street and Restricted Turns

- Prospect Street, from Willey Street to University Avenue
- Regent Street, from Globe Avenue to Astor Avenue
- Reid Street, from Chestnut Street to University Avenue
- Rotary Street, from Collins Ferry Road to Rebecca Street
- South Walnut Street, from Cobun Avenue to Brockway Avenue
- Spruce Street, from Kirk Street to Willey Street
- Stanton Avenue, from North Willey Street to Price Street
- Sturgiss Avenue, from Earl Core Road to Eljadid Street
- Walnut Street, from Spruce Street to University Avenue
- Waverly Street, from Belmar Avenue to Price Street
- Weaver Street, from Richwood Avenue to Oak Street
- Wharf Street, from Hurley Street to Clay Street

Turn Restrictions

Right Turns Prohibited

| Street | Direction of Travel | Intersection at Which Right Turn Prohibited |
|--------|---------------------|---|
|--------|---------------------|---|



Complete List One-Way Street and Restricted Turns

| | | |
|---------------------|-----------|---|
| College Avenue | Easterly | College Avenue and North Willey Street |
| Pennsylvania Avenue | Easterly | Pennsylvania Avenue and Brockway Avenue |
| Richwood Avenue | Westerly | Richwood Avenue and Willey Street |
| University Avenue | Northerly | University Avenue and Dorsey Avenue |
| Linnehurst Street | Westerly | Linnehurst Street and Eugeniva Avenue |
| Buckhannon Avenue | Northerly | Buckhannon Avenue and Maple Avenue |

Left Turns Prohibited

| Street | Direction of Travel | Intersection at Which Left Turn Prohibited |
|---------------------|---------------------|--|
| Brockway Avenue | Easterly | Brockway Avenue and Pennsylvania Avenue |
| Dorsey Avenue | Northerly | Dorsey Avenue and University Avenue |
| North Willey Street | Northerly | North Willey Street and College Avenue |
| Willey Street | Westerly | Willey Street and Richwood Avenue |
| Willey Street | Westerly | Willey Street and University Avenue |
| Hough Street | Westerly | Hough Street and Beechurst Avenue |
| Laurel Street | Southernly | Laurel Street and Patteson Drive |
| Baldwin Street | Northerly | Baldwin Street and University Avenue |
| University Avenue | Southernly | University Avenue and Stewart St |
| Moreland Street | Westerly | Moreland Street and University Avenue |
| Kirk Street | Westerly | Kirk Street and University Avenue |
| Prairie Avenue | Westerly | Prairie Avenue and University Avenue |
| Clearview Street | Southernly | Clearview Avenue and Van Voorhis Road |
| Willey Street | Southernly | Willey Street and Monongalia Avenue |



One-Way Streets and Prohibited Turns Index

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2026

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One-Way Streets and Prohibited Turns
Fawley Ln Area

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Legend

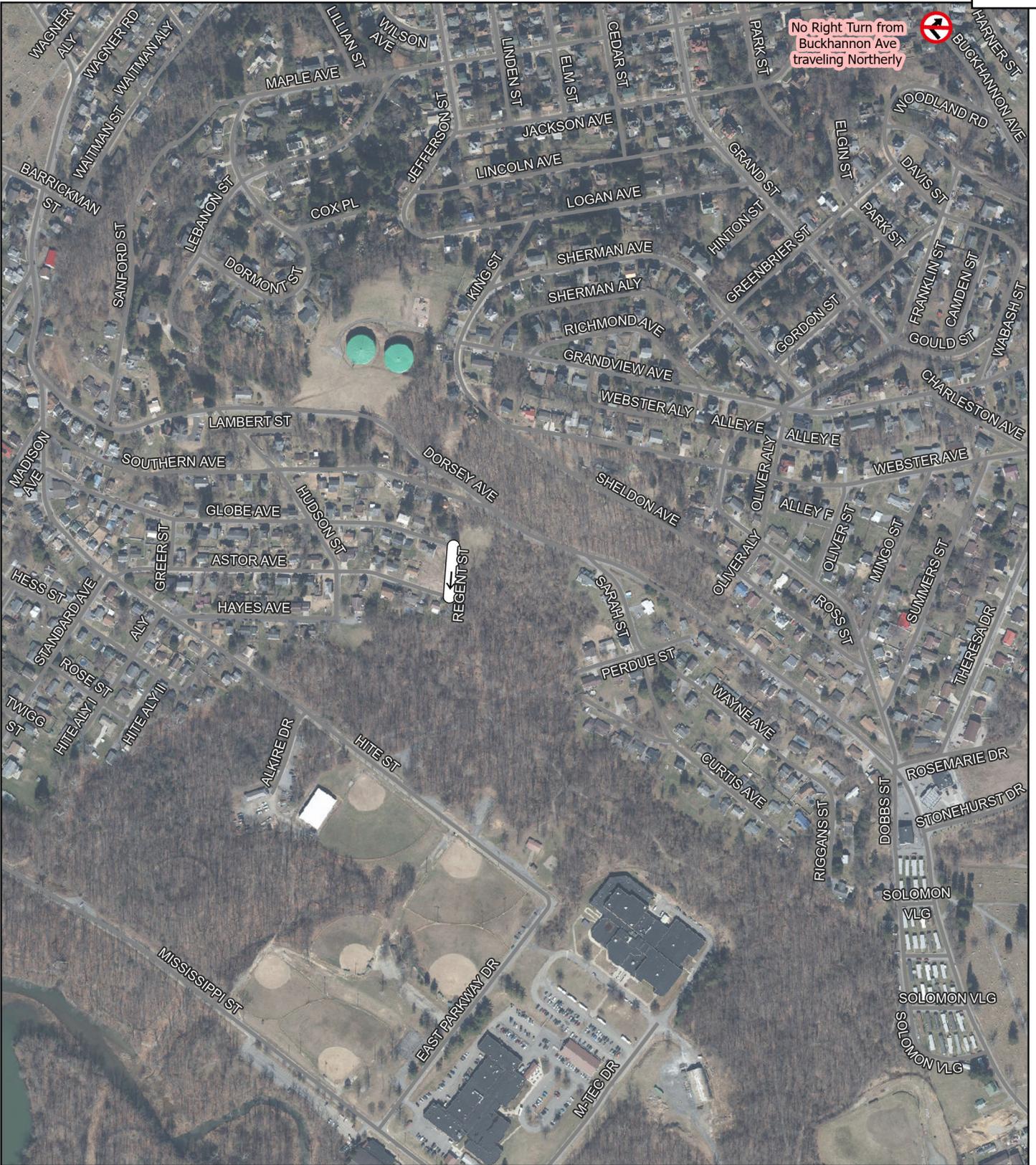
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| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |

North Arrow

0 300 600 Feet

0 100 200 Meters

Year Created: 2026
Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



**One-Way Streets and Prohibited Turns
Regent St Area**

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Legend

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|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS

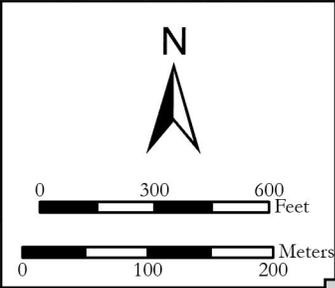


One-Way Streets and Prohibited Turns
Sabraton Area

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| Legend | |
|--------|---------------------------------|
| | No Left Turn |
| | No Right Turn |
| | Direction of Traffic From-To |
| | To-From |
| | Public Roads |





No Right Turn from University Avenue traveling Northerly

No Left Turn from Dorsey Avenue traveling Northerly

No Left Turn from Kirk St traveling Westerly

No Left Turn from Prairie Ave traveling Northerly

No Left Turn from Moreland St traveling Westerly

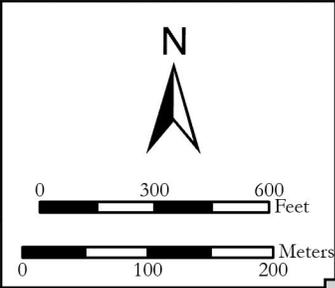


One-Way Streets and Prohibited Turns
Chancery Hill and South Park Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

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| Legend | |
|--------|----------------------|
| | No Left Turn |
| | No Right Turn |
| | Direction of Traffic |
| | From-To |
| | To-From |
| | Public Roads |





**One-Way Streets and Prohibited Turns
Greenmont and South Park Area**

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Legend

- | | |
|---|--|
| <ul style="list-style-type: none">  No Left Turn  No Right Turn | <ul style="list-style-type: none"> Direction of Traffic  From-To  To-From  Public Roads |
|---|--|



0 300 600 Feet

0 100 200 Meters

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS





**One-Way Streets and Prohibited Turns
Downtown Area**

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Legend

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| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



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Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



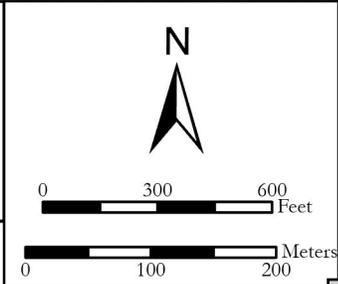
One-Way Streets and Prohibited Turns
Hough St and Prospect St Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

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Legend

| | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |





One-Way Streets and Prohibited Turns
Willey St and East End Village Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

Legend

- | | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



0 300 600 Feet

0 100 200 Meters

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS

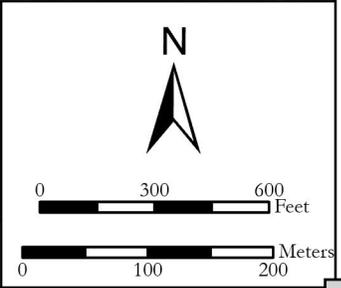


One-Way Streets and Prohibited Turns
Stanton Ave and Mountaineer Middle School Area

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| Legend | |
|--------|----------------------|
| | No Left Turn |
| | No Right Turn |
| | Direction of Traffic |
| | From-To |
| | To-From |
| | Public Roads |



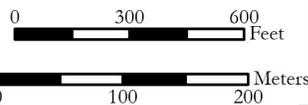


**One-Way Streets and Prohibited Turns
Sunnyside Area**

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Legend

- | | | | |
|--|---------------|--|----------------------|
| | No Left Turn | | Direction of Traffic |
| | No Right Turn | | |
| | | | Public Roads |



Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



**One-Way Streets and Prohibited Turns
Hart Field Rd Area**

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Legend

- | | | | |
|--|---------------|--|--------------|
| | No Left Turn | | From-To |
| | No Right Turn | | To-From |
| | | | Public Roads |



0 300 600 Feet

0 100 200 Meters

Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



No Left Turn
from Laurel St
traveling Southerly

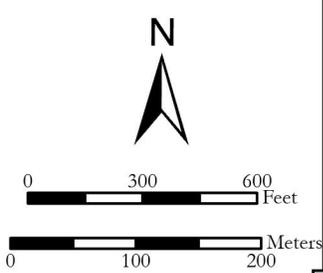
No Left Turn
from Baldwin St
traveling Westerly



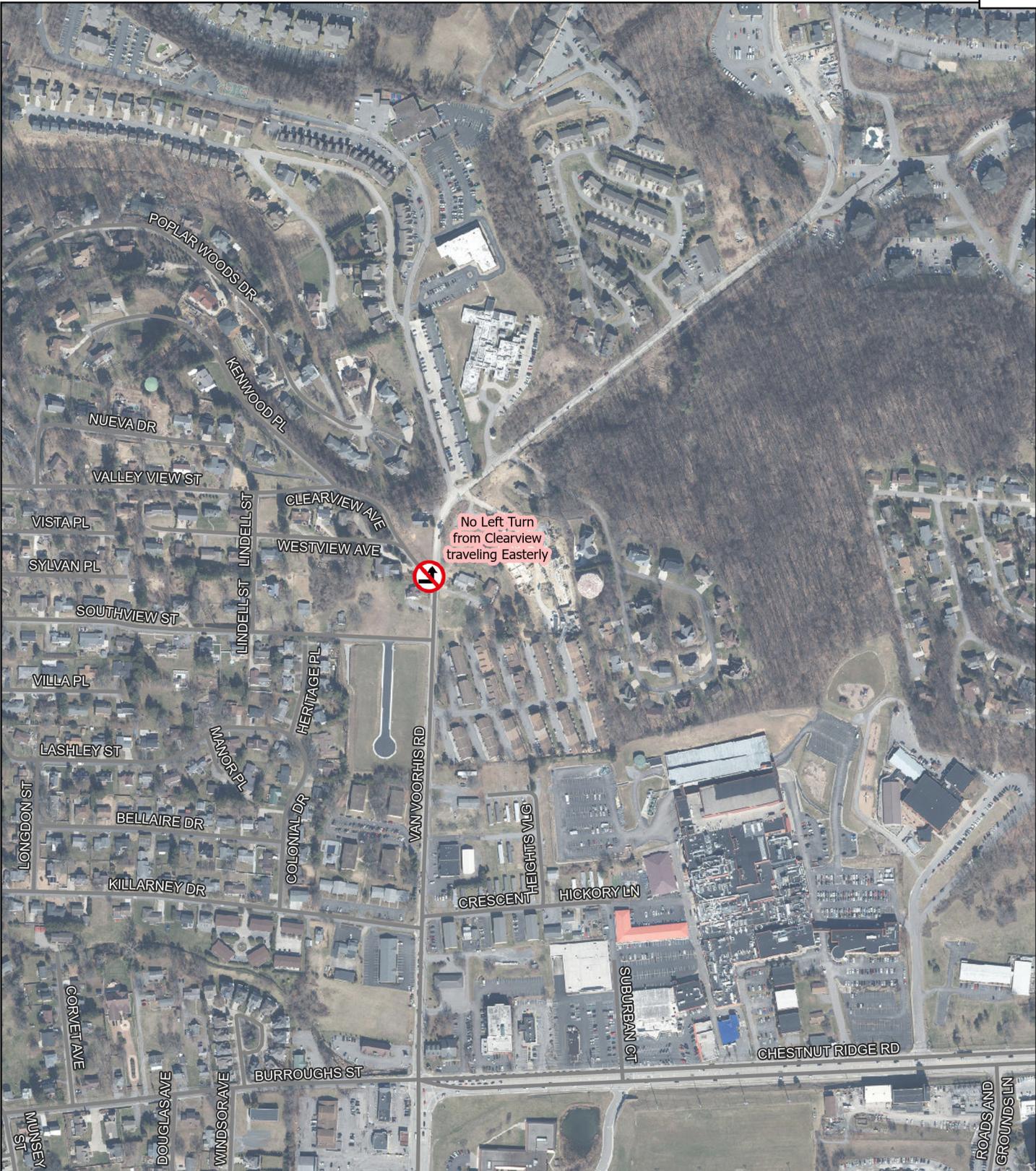
One-Way Streets and Prohibited Turns
Suncrest and Evansdale Area

Map Prepared by Marvin A. Davis, Geospatial Services Manager. Data collected by Hazel Parker, Geospatial Intern. Quality control performed by Engineering and Public Works Staff: Damien Davis, Meagan Deeley, and Drew Gatlin. Base data provided by the City of Morgantown and WV GIS Technical Center.

| Legend | |
|--------|----------------------|
| | No Left Turn |
| | No Right Turn |
| | Direction of Traffic |
| | From-To |
| | To-From |
| | Public Roads |



Year Created: 2026
Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



No Left Turn
from Clearview
traveling Easterly



One-Way Streets and Prohibited Turns
Van Voorhis Rd and Southview St Area

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Legend

- | | | | |
|---|---------------|---|--------------|
|  | No Left Turn |  | From-To |
|  | No Right Turn |  | To-From |
| | |  | Public Roads |



Year Created: 2026

Coordinate System: NAD 1983 2011 StatePlane West Virginia North FIPS 4701 FtUS



City Council Agenda Item Summary

Council Meeting Date: February 3, 2026

Item: **Approval of An Ordinance of the City of Morgantown Authorizing Acquisition of the Town of Star City Water and Sewer Utilities and Amending Articles 927 and 927 of the City Code to Establish Rates for Service Area of the Former Town of Star City Water and Sewer Utilities**

Department: **Morgantown Utility Board**

Requested By: **Morgantown Utility Board**

Strategic Goal: **Connected and Well-Maintained – Responsible Asset Management**
Excellent and Responsible – Fiscal Sustainability; Efficient and Resilient Services

Recommended Motion: Move to approve the Ordinance Authorizing Acquisition of the Town of Star City Water and Sewer Utilities and Amending Articles 925 and 927 of the City Code to Establish Rates for Service Area of the Former Town of Star City Water and Sewer Utilities.

Item Summary:

Under City Code Article 169, the Morgantown Utility Board (“Board”) operates Morgantown’s combined utility system. The Board proposes acquiring the water and sewer utilities currently operated by the Town of Star City.

The Board and the Town of Star City entered an Asset Purchase Agreement on August 14, 2025, and filed a Joint Petition with the West Virginia Public Service Commission (“PSC”) on August 26, 2025, requesting PSC approve the acquisition. On December 17, 2025, a PSC administrative law judge issued a Recommended Decision recommending the PSC approve the acquisition without approving the specific terms of the Asset Purchase Agreement, and the Recommended Decision became final on January 7, 2026. Section 7 of the Agreement provides that closing of the acquisition shall occur within 30 days of the PSC approval order and “any other required waivers, approvals or consents to the consolidation of the System.”

As a result of legislation enacted in 2015, and amended in 2017 and 2020, the City Council (rather than the Public Service Commission) is the governing body with authority over the approval of water and sewer rates, fees, and charges, and construction projects,



City Council Agenda Item Summary

for Morgantown’s combined utility system. See, *West Virginia Code* §8-20-10 and §24-1-1(j). In order to acquire the Town of Star City water and sewer utilities, City Council would need to set rates for the customers by amending City Code Articles 925 (sewer rates) and 927 (water rates).

West Virginia Code §8-20-10(a)(2) provides that a municipality operating a combined system has the plenary power and authority to charge users for the use and service of the combined system and to establish required deposits, rates, fees, or charges for such service. Deposits, rates, fees or charges, whether separate or combined, shall be sufficient at all times to pay the cost of repair, maintenance and operation of the combined system, provide an adequate reserve fund, an adequate depreciation fund and pay the principal and interest upon all revenue bonds and shall be established, revised and maintained by ordinance. The Board proposes that City Council adopt the same rates currently paid by customers of the Town of Star City.

The rate schedules used for Morgantown’s existing system and for current Star City customers are different – they provide different rates at different usage thresholds – and the PSC shows various utilities’ costs in a table with standard usage amounts. For the Town of Star City, these are the current monthly water and sewer utility rates:

Town of Star City SEWER RATES – Residential

Minimum Bill

\$20.66

3400 Gallons

\$23.22

4000 Gallons

\$28.75

4500 Gallons

\$33.35

Town of Star City WATER RATES – Residential

Minimum Bill

\$19.32

3400 Gallons

\$32.84

4000 Gallons

\$38.64

4500 Gallons

\$43.47



City Council Agenda Item Summary

For comparison, these are the current Morgantown monthly water and sewer utility rates:

SEWER RATES – Residential

Minimum Bill

\$10.69

3400 Gallons

\$36.35

4000 Gallons

\$42.76

4500 Gallons

\$48.11

WATER RATES – Residential

Minimum Bill

\$6.36

3400 Gallons

\$21.62

4000 Gallons

\$25.44

4500 Gallons

\$28.62

The board has completed an evaluation of Star City’s current rates and the rate structure for Morgantown. Due to the number of “minimum bill” customers, retaining the Star City Rate Structure provides for more revenue to the Board than converting to the Morgantown rate structure.

Erik Carlson, Chairman of the Board for Morgantown Utility Board, presented this at the Council meeting to discuss the proposal.

Fiscal Impact: To be determined. The Board and the Town of Star City describe their appraisal of the fiscal impacts involved in the Joint Petition and the Asset Purchase Agreement.

Ordinance No. 2026-_____

**AN ORDINANCE OF THE CITY OF MORGANTOWN
AUTHORIZING ACQUISITION OF THE TOWN OF STAR CITY WATER AND SEWER
UTILITIES AND AMENDING ARTICLES 925 AND 927 OF THE CITY CODE TO
ESTABLISH RATES FOR SERVICE AREA OF THE FORMER TOWN OF STAR CITY
WATER AND SEWER UTILITIES**

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose.

The Morgantown Utility Board (“Board”) a board established by City Council of the City of Morgantown, operates a combined water and sewer utility in the City of Morgantown, West Virginia and environs under the provisions of *West Virginia Code* §8-20-1 *et seq.* Because the combined utility system is a municipal-owned system of the City and serves more than 4,500 water and sewer customers on a combined basis with annual gross revenues of more than \$3,000,000.00, changes in the rates, fees and charges and approval for construction projects are not subject to the jurisdiction of the Public Service Commission of West Virginia (“PSC”). Instead, as a result of legislation enacted in 2015, and amended in 2017 and 2020, the City Council is the governing body with authority over the approval of such rates, fees, and charges, and construction projects. *West Virginia Code* §8-20-10 and §24-1-1(j).

West Virginia Code §8-20-10(a)(2) provides that a municipality operating a combined system has the plenary power and authority to charge users for the use and service of the combined system and to establish required deposits, rates, fees, or charges for such service. Deposits, rates, fees or charges, whether separate or combined, shall be sufficient at all times to pay the cost of repair, maintenance and operation of the combined system, provide an adequate reserve fund, an adequate depreciation fund and pay the principal and interest upon all revenue bonds and shall be established, revised and maintained by ordinance. The rates, fees or charges shall be changed, from time to time, as necessary, consistent with the provisions of this article.

This ordinance, upon adoption, provides the authorization of City Council to acquisition of the Town of Star City water and sewer utilities and their assets and establishes the rates and fees to be charged for customers in these service territories, in accordance with W. Va. Code § 8-20-10 and the above-referenced 2015 and 2017 state legislation.

City Council finds and concludes that the proposed rates to be established by this Ordinance are the reasonable charges to users for the service provided based on its determination, and the representation by the Board, that the proposed rates are the same as those approved by the Public Service Commission of West Virginia on May 25, 2022, and proposed by the Town of Star City in its Ordinance enacted in 2022.

Section 2. Authorization of Acquisition.

By adoption of this Ordinance, City Council authorizes acquisition of the Town of Star City Water and Sewer Utilities, subject to the provisions of the Codified Ordinances of the City of Morgantown and the rules and regulations of City Council; authorizes on behalf of the City of Morgantown the acquisition of all real estate and/or assets of the Town of Star City Water and Sewer Utilities for use in connection with the combined utility system and subject to all ordinances, rules, and regulations associated therewith; and authorizes establishment of Water Rates and Sewer Rates for the customers of the service territory as described in this Ordinance.

Section 3. Adoption of Amendments to Articles 925 and 927 of the City Code.

Article 925 of the City Code, entitled “Sewer Rates,” and Article 927 of the City Code, entitled “Water Rates” are hereby amended as follows (new matter underlined; deleted matter ~~stricken~~):

ARTICLE 925. - SEWER RATES

Sec. 925.01. - Rates established.

There is hereby established a ~~revised~~ schedule of just and equitable rates or charges for the use of and services rendered by the municipal sewage system of the City, which shall be paid by the owner of each lot, parcel of real estate or building connected with, served by or using such sewage system, as set forth in this article.

Sec. 925.02. - Basis.

The rates and charges established by this article shall be based insofar as possible upon the quantity of water supplied each month, bi-monthly period, or quarter to the respective premises as the same is measured by the water meters of the municipal waterworks of the City therein used. There shall be charged to the owners of each lot, parcel of real estate or building for the services of the municipal sewage system the rates set forth in this article based upon such water meter readings.

Sec. 925.03. - 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 serving the City throughout the entire territory served.

SCHEDULE NO. 1

(a) *Applicability.* Applicable to the entire territory served as of the effective date of this ordinance, except the following territory:

- (1) territory served by the Cheat Lake Wastewater Treatment Plant;
- (2) territory formerly served by the Canyon Public Service District;
- (3) territory formerly served by the Scott’s Run Public Service District; and

(4) territory served by the Town of Star City Sewer Utility as of the effective date of this Ordinance.

~~that served by the Cheat Lake Wastewater Treatment Plant, the former Canyon Public Service District and the former Scott's Run Public Service District.~~

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

(c) *Rates and minimum charges.*

(1) *Rates.* Based upon the metered amount of water supplied:

| Gallons Used | Rate |
|---|---------------------------|
| First 60,000 per month or 120,000 bi-monthly | \$10.69 per 1,000 gallons |
| All over 60,000 per month or 120,000 bi-monthly | \$ 9.18 per 1,000 gallons |

(2) *Minimum charge.* No bill will be rendered for less than the following amounts:

| | |
|------------|---------|
| Per month | \$10.69 |
| Bi-monthly | \$21.38 |

(1) ~~*Rates (effective for bills rendered on or after August 25, 2021).*~~ Based upon the metered amount of water supplied:

| Gallons Used | Rate |
|---|---------------------------|
| First 60,000 per month or 120,000 bi-monthly | \$ 9.79 per 1,000 gallons |
| All over 60,000 per month or 120,000 bi-monthly | \$ 8.40 per 1,000 gallons |

(2) ~~*Minimum charge (effective for bills rendered on or after August 25, 2021).*~~ No bill will be rendered for less than the following amounts:

| | |
|------------------|---------|
| Per month | \$ 9.79 |
| Bi-monthly | \$19.58 |

(3) ~~*Rates (effective for bills rendered on or after July 1, 2023).*~~ Based upon the metered amount of water supplied:

| Gallons Used | Rate |
|---|---------------------------|
| First 60,000 per month or 120,000 bi-monthly | \$10.08 per 1,000 gallons |
| All over 60,000 per month or 120,000 bi-monthly | \$ 8.65 per 1,000 gallons |

(4) ~~*Minimum charge (effective for bills rendered on or after July 1, 2023).*~~ No bill will be rendered for less than the following amounts:

| | |
|-----------------|---------|
| Per month | \$10.08 |
|-----------------|---------|

| | |
|-----------------------------|--------------------|
| Bi-monthly | \$20.16 |
|-----------------------------|--------------------|

~~(5) — Rates (effective for bills rendered on or after July 1, 2024). Based upon the metered amount of water supplied:~~

| Gallons Used | Rate |
|--|--------------------------------------|
| First 60,000 per month or 120,000 bi-monthly | \$10.38 per 1,000 gallons |
| All over 60,000 per month or 120,000 bi-monthly | \$ 8.91 per 1,000 gallons |

~~(6) — Minimum charge (effective for bills rendered on or after July 1, 2024). No bill will be rendered for less than the following amounts:~~

| | |
|-----------------------------|--------------------|
| Per month | \$10.38 |
| Bi-monthly | \$20.76 |

~~(7) — Rates (effective for bills rendered on or after July 1, 2025). Based upon the metered amount of water supplied:~~

| Gallons Used | Rate |
|--|--------------------------------------|
| First 60,000 per month or 120,000 bi-monthly | \$10.69 per 1,000 gallons |
| All over 60,000 per month or 120,000 bi-monthly | \$ 9.18 per 1,000 gallons |

~~(8) — Minimum charge (effective for bills rendered on or after July 1, 2025). No bill will be rendered for less than the following amounts:~~

| | |
|-----------------------------|--------------------|
| Per month | \$10.69 |
| Bi-monthly | \$21.38 |

(d) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(e) *Delayed payment penalty.* The above tariff is net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Disconnection and Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$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.

(g) *Leak adjustment.* \$0.665 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.

(h) *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 by the Board and, in the event that a change in the number of customers results in a five percent change in revenue ~~the rate~~, the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

(i) *Sunshine Estates DCPSD transportation surcharge.* Applicable only to customers in the Sunshine Estates area: \$0.74 per 1,000 gallons
~~The surcharges described immediately above shall become effective upon completion of the Sunshine Estates Sewer Project and activation of public sewer service.~~

(j) *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

(a) *Applicability.* Applicable to territory served by Cheat Lake Wastewater Treatment Plant, as shown on 925.03.02, for bills rendered on or after November 29, 2024.

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

(c) *Rates.*

(1) Based on the metered amount of water supplied:

| Gallons Used | Rate Per 1,000 Gallons |
|--|------------------------|
| First 2,000 per month or 4,000 bi-monthly | \$21.70 |
| Next 8,000 per month or 16,000 bi-monthly | \$19.84 |
| Next 20,000 per month or 40,000 bi-monthly | \$18.60 |
| Next 30,000 per month or 60,000 bi-monthly | \$17.36 |
| Next 940,000 per month or 1,880,000 bi-monthly | \$14.88 |
| Next 1,000,000 per month or 2,000,000 bi-monthly | \$13.64 |

(2) *Minimum charge.*

| | |
|------------------|---------|
| Per month | \$43.40 |
| Bi-monthly | \$86.80 |

- (d) *Tap fee.* A fee of \$700.00 will be charged for new customers connecting to the sewerage system.
- (e) *Delayed payment penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent 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.
- (f) *Disconnection and Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$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.
- (g) *Leak adjustment.* \$1.404 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.
- (h) *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

- (a) *Applicability.* Applicable to territory served by Star City Wastewater Treatment Plant and delivered by other systems.
- (b) *Availability of service.* Available for sanitary sewer service to other systems.
- (c) *Rates.* \$3.44 per 1,000 gallons.
- (1) ~~Effective for bills rendered on or after August 25, 2021, all wastewater from other systems will be treated at the approved rate of \$3.15 per 1,000 gallons.~~
- (2) ~~Effective for bills rendered on or after July 1, 2023, all wastewater from other systems will be treated at the approved rate of \$3.24 per 1,000 gallons.~~
- (3) ~~Effective for bills rendered on or after July 1, 2024, all wastewater from other systems will be treated at the approved rate of \$3.34 per 1,000 gallons.~~
- (4) ~~Effective for bills rendered on or after July 1, 2025, all wastewater from other systems will be treated at the approved rate of \$3.44 per 1,000 gallons.~~

SCHEDULE NO. 4

(a) *Applicability.* Applicable to the former Canyon Public Service District service area. ~~Effective for bills rendered on or after August 25, 2021.~~

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

(c) *Rates.*

(1) *Customers with metered water supply:*

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

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

| Meter Size | Minimum Charge |
|-------------------|---|
| 5/8 inch | \$25.84 per month or \$51.68 bi-monthly |
| 1½ inches | \$125.78 per month or \$251.56 bi-monthly |
| 2 inches | \$201.02 per month or \$402.04 bi-monthly |

(3) *Flat rate charge.* Customers with non-metered water supply \$25.84 per month or \$51.68 bi-monthly.

(d) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(e) *Delayed payment penalty.* The above tariff is net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Disconnection/reconnect/administration fees.* 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.

(g) *Leak adjustment.* \$0.665 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.

(h) *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

(a) *Applicability.* Applicable to the former Scott's Run Public Service District service area. ~~Effective for bills rendered on or after August 25, 2021.~~

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

(c) *Rates.*

(1) *Customers with metered water supply:*

| | |
|---|---|
| Service charge | \$ 8.50 per month or \$17.00 bi-monthly |
| Usage charge \$ 8.53 per 1,000 gallons | <u>\$8.53 per 1,000 gallons</u> |

(2) *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

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

(e) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(f) *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.

(g) *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.

(h) *Leak adjustment.* \$0.665 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.

SCHEDULE NO. 6.

(a) *Applicability.* Applicable in territory served by the former Town of Star City Sewer Utility and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

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

(c) *Rates and minimum charges.*

(1) *Rates.* Based upon the metered amount of water supplied:

| Gallons Used | Rate (per 1,000 gallons or portion thereof) |
|---|--|
| First 2,000 per month | \$10.33 |
| All over 2,000 per month and up to 50,000 per month | \$ 9.21 |
| All over 50,000 per month | \$7.97 |

(2) *Minimum charge.* No bill will be rendered for less than the following amounts:

| Meter Size | Rate (per month) | Equivalent Gallons |
|-------------------|-------------------------|---------------------------|
| 5/8 inch | \$20.66 | 2,000 (minimum) |
| 3/4 inch | \$29.87 | 3,000 |
| 1 inch | \$48.29 | 5,000 |
| 1 ½ inch | \$94.34 | 10,000 |
| 2 inch | \$149.60 | 16,000 |
| 3 inch | \$278.54 | 30,000 |
| 4 inch | \$462.74 | 50,000 |
| 6 inch | \$1,046.15 | 123,200 |
| 8 inch | \$1,744.32 | 210,800 |

(d) *Tap fee.* A tap fee of \$700.00 will be charged to all customers making a new connection to the sewer system.

(e) *Delayed payment penalty.* The above tariff is net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Disconnection and Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$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.

(g) *Leak adjustment.* \$0.665 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.

(h) *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.

ARTICLE 927. - WATER RATES

Sec. 927.01. - 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 waterworks system serving the City throughout the entire territory served.

SCHEDULE NO. 1

(a) *Applicability.* Applicable in entire territory served as of the effective date of this Section, excluding the following territory:

(i) territory served by the former River Road Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown;

(ii) territory served by the former Cheat View Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(iii) territory served by the Town of Star City as of the effective date of this Article.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

~~(1) *Effective for bills rendered on or after August 25, 2021.*~~

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 60,000 | \$5.82 |
| All over 60,000 | \$3.81 |

(2) — *Effective for bills rendered on or after July 1, 2023:*

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 60,000 | \$5.99 |
| All over 60,000 | \$3.92 |

(3) — *Effective for bills rendered on or after July 1, 2024:*

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 60,000 | \$6.17 |
| All over 60,000 | \$4.04 |

(4) — *Effective for bills rendered on or after July 1, 2025:*

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 60,000 | \$6.36 |
| All over 60,000 | \$4.16 |

(d) *Minimum charge.*

(1) — *Effective for bills rendered on or after August 25, 2021. No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:*

| Meter (inches) | Rate Per Month |
|-----------------------|-----------------------|
| 5/8 inch or less | \$5.82 |
| 3/4 inch | \$8.73 |
| 1 inch | \$14.55 |
| 1 1/2 inch | \$29.10 |
| 2 inch | \$46.56 |
| 3 inch | \$93.12 |
| 4 inch | \$145.50 |
| 6 inch | \$291.00 |
| 8 inch | \$465.60 |

(2) — *Effective for bills rendered on or after July 1, 2023. No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:*

| Meter (inches) | Rate Per Month |
|-----------------------|-----------------------|
| 5/8 inch or less | \$5.99 |

| | |
|----------|----------|
| 3/4 inch | \$8.99 |
| 1 inch | \$14.98 |
| 1 ½ inch | \$29.95 |
| 2 inch | \$47.92 |
| 3 inch | \$95.84 |
| 4 inch | \$149.75 |
| 6 inch | \$299.50 |
| 8 inch | \$479.20 |

(3) ~~Effective for bills rendered on or after July 1, 2024.~~ No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|------------------|----------------|
| 5/8 inch or less | \$6.17 |
| 3/4 inch | \$9.26 |
| 1 inch | \$15.43 |
| 1 ½ inch | \$30.85 |
| 2 inch | \$49.36 |
| 3 inch | \$98.72 |
| 4 inch | \$154.25 |
| 6 inch | \$308.50 |
| 8 inch | \$493.60 |

(4) ~~Effective for bills rendered on or after July 1, 2025.~~ No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|------------------|----------------|
| 5/8 inch or less | \$6.36 |
| 3/4 inch | \$9.54 |
| 1 inch | \$15.90 |
| 1 ½ inch | \$31.80 |
| 2 inch | \$50.88 |
| 3 inch | \$101.76 |
| 4 inch | \$159.00 |
| 6 inch | \$318.00 |
| 8 inch | \$508.80 |

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

| Meter (inches) | Tap Fee |
|------------------|-------------|
| 5/8 inch or less | \$700.00 |
| 3/4 inch | \$700.00 |
| 1 inch | \$1,000.00 |
| 1 ½ inch | \$1,500.00 |
| 2 inch | \$2,000.00 |
| > 2 inch | Actual cost |

(g) *Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 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.

(i) *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.

(j) *Quarry Run debt service surcharge.* Applicable only to customers in the Quarry Run area: \$40.00 per month, 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 revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

(k) *Rockley Road debt service surcharge.* Applicable only to customers in the Rockley Road area: \$77.69 per month, 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 change in revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

SCHEDULE NO. 2

(a) *Applicability. Applicability.* Applicable in entire territory served as of the effective date of this Section, excluding the following territory:

(i) territory served by the former River Road Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown;

(ii) territory served by the former Cheat View Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(iii) territory served by the Town of Star City as of the effective date of this Article.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

~~(1) — Effective for bills rendered on or after August 25, 2021:~~

| Gallons Used Bi-Monthly | Rate Per 1,000 Gallons |
|--------------------------------|-------------------------------|
| First 120,000 | \$5.82 |
| All over 120,000 | \$3.81 |

~~(2) — Effective for bills rendered on or after July 1, 2023:~~

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 120,000 | \$5.99 |
| All over 120,000 | \$3.92 |

~~(3) — Effective for bills rendered on or after July 1, 2024:~~

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 120,000 | \$6.17 |
| All over 120,000 | \$4.04 |

~~(4) — Effective for bills rendered on or after July 1, 2025:~~

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 120,000 | \$6.36 |
| All over 120,000 | \$4.16 |

(d) *Minimum charge.*

~~(1) — Effective for bills rendered on or after August 25, 2021. No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:~~

| Meter (inches) | Rate Per Month |
|-----------------------|-----------------------|
| 5/8 inch or less | \$11.64 |
| 3/4 inch | \$17.46 |
| 1 inch | \$29.10 |
| 1 ½ inch | \$58.20 |
| 2 inch | \$93.12 |
| 3 inch | \$186.24 |
| 4 inch | \$291.00 |
| 6 inch | \$582.00 |

| | |
|--------|----------|
| 8 inch | \$931.20 |
|--------|----------|

(2) ~~Effective for bills rendered on or after July 1, 2023.~~ No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|-----------------------|-----------------------|
| 5/8 inch or less | \$11.98 |
| 3/4 inch | \$17.98 |
| 1 inch | \$29.96 |
| 1 1/2 inch | \$59.90 |
| 2 inch | \$95.84 |
| 3 inch | \$191.68 |
| 4 inch | \$299.50 |
| 6 inch | \$599.00 |
| 8 inch | \$958.40 |

(3) ~~Effective for bills rendered on or after July 1, 2024.~~ No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|-----------------------|-----------------------|
| 5/8 inch or less | \$12.34 |
| 3/4 inch | \$18.52 |
| 1 inch | \$30.86 |
| 1 1/2 inch | \$61.70 |
| 2 inch | \$98.72 |
| 3 inch | \$197.44 |
| 4 inch | \$308.50 |
| 6 inch | \$617.00 |
| 8 inch | \$987.20 |

(4) ~~Effective for bills rendered on or after July 1, 2025.~~ No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|-----------------------|-----------------------|
| 5/8 inch or less | \$12.72 |
| 3/4 inch | \$19.08 |
| 1 inch | \$31.80 |
| 1 1/2 inch | \$63.60 |
| 2 inch | \$101.76 |
| 3 inch | \$203.52 |
| 4 inch | \$318.00 |
| 6 inch | \$636.00 |
| 8 inch | \$1,017.60 |

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

| Meter (inches) | Tap Fee |
|------------------|-------------|
| 5/8 inch or less | \$700.00 |
| 3/4 inch | \$700.00 |
| 1 inch | \$1,000.00 |
| 1 ½ inch | \$1,500.00 |
| 2 inch | \$2,000.00 |
| > 2 inch | Actual cost |

(g) *Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 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.

(i) *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.

(j) *Quarry Run debt service surcharge.* Applicable only to customers in the Quarry Run area: \$40.00 per month, 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 revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

(k) *Rockley Road debt service surcharge.* Applicable only to customers in the Rockley Road area: \$77.69 per month, 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 change in revenue the Board will propose a rate adjustment to City Council, which will be considered by City Council consistent with applicable law and any rules of Council. ~~will be adjusted.~~

SCHEDULE NO. 3

(a) *Applicability.* Applicable in the City of Morgantown.

(b) *Availability of service.* Available for service to public fire hydrants.

(c) *Rates.*

~~(1) — Effective for bills rendered on or after August 25, 2021, the City of Morgantown shall pay as a public fire charge at the rate of \$150.29 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(2) — Effective for bills rendered on or after July 1, 2023, the City of Morgantown shall pay as a public fire charge at the rate of \$154.80 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(3) — Effective for bills rendered on or after July 1, 2024, the City of Morgantown shall pay as a public fire charge at the rate of \$159.44 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(4) — Effective for bills rendered on or after July 1, 2025, Tthe City of Morgantown shall pay as a public fire charge at the rate of \$164.22 per hydrant per annum, payable in 12 equal monthly installments.~~

These charges cover all water system facilities existing within the corporate boundaries of Morgantown, West Virginia which are used in whole or in part for public fire service.

SCHEDULE NO. 4

(a) *Applicability.* Applicable in the municipalities served by the Board excluding the City of Morgantown.

(b) *Availability of service.* Available for service to public fire hydrants.

(c) *Rate.*

~~(1) — Effective for bills rendered on or after August 25, 2021, any municipality shall pay as a public fire charge at the rate of \$150.29 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(2) — Effective for bills rendered on or after July 1, 2023, any municipality shall pay as a public fire charge at the rate of \$154.80 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(3) — Effective for bills rendered on or after July 1, 2024, any municipality shall pay as a public fire charge at the rate of \$159.44 per hydrant per annum, payable in 12 equal monthly installments.~~

~~(4) — Effective for bills rendered on or after July 1, 2025, any A municipality shall pay as a public fire charge at the rate of \$164.22 per hydrant per annum, payable in 12 equal monthly installments.~~

These charges cover all water system facilities existing in any municipality which are used in whole or in part for public fire service.

SCHEDULE NO. 5

- (a) *Applicability.* Applicable in entire territory served (except within municipalities).
- (b) *Availability of service.* Available for service to private fire protection facilities.
- (c) *Rates.*

(1) — *Effective for bills rendered on or after August 25, 2021:*

| Item | Per Annum |
|--------------------------------------|------------------|
| Fire hydrants, each | \$217.92 |
| Sprinkler heads, 312 or less | \$217.92 |
| Sprinkler heads, each additional | \$0.782 |
| Hose connections, for fire use only: | |
| — 2 ½ inch openings, each | \$127.00 |
| — 2 inch openings, each | \$66.43 |
| — 1 ½ inch openings, each | \$36.44 |
| — 1 ¼ inch openings, each | \$24.05 |
| — 1 inch openings, each | \$15.03 |

(2) — *Effective for bills rendered on or after July 1, 2023:*

| Item | Per Annum |
|--------------------------------------|------------------|
| Fire hydrants, each | \$224.46 |
| Sprinkler heads, 312 or less | \$224.46 |
| Sprinkler heads, each additional | \$0.805 |
| Hose connections, for fire use only: | |
| — 2 ½ inch openings, each | \$130.81 |
| — 2 inch openings, each | \$68.42 |
| — 1 ½ inch openings, each | \$37.53 |
| — 1 ¼ inch openings, each | \$24.77 |
| — 1 inch openings, each | \$15.48 |

(3) — *Effective for bills rendered on or after July 1, 2024:*

| Item | Per Annum |
|--------------------------------------|------------------|
| Fire hydrants, each | \$231.19 |
| Sprinkler heads, 312 or less | \$231.19 |
| Sprinkler heads, each additional | \$0.829 |
| Hose connections, for fire use only: | |
| — 2 ½ inch openings, each | \$134.73 |

| | |
|----------------------------|---------|
| -- 2 inch openings, each | \$70.47 |
| -- 1 ½ inch openings, each | \$38.66 |
| -- 1 ¼ inch openings, each | \$25.51 |
| -- 1 inch openings, each | \$15.94 |

(4) — ~~Effective for bills rendered on or after July 1, 2025:~~

| Item | Per Annum |
|--------------------------------------|------------------|
| Fire hydrants, each | \$238.13 |
| Sprinkler heads, 312 or less | \$238.13 |
| Sprinkler heads, each additional | \$0.854 |
| Hose connections, for fire use only: | |
| -- 2 ½ inch openings, each | \$138.77 |
| -- 2 inch openings, each | \$72.58 |
| -- 1 ½ inch openings, each | \$39.82 |
| -- 1 ¼ inch openings, each | \$26.28 |
| -- 1 inch openings, each | \$16.42 |

(d) *Delayed payment penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent 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.

(e) *Terms and conditions of service.* Charges for service rendered under this schedule are billed bi-monthly in arrears, and bills are payable on or before the twentieth day following the date rendered.

(f) *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. 6

(a) *Applicability.* Applicable in the area previously served by River Road Public Service District. These rates shall be reviewed within 90 days following the maturity of any related long-term bonds. ~~Effective for bills rendered on or after August 25, 2021.~~

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates (customers with metered water supply):*

| Gallons Used Per Month | Rate Per 1,000 Gallons |
|-------------------------------|-------------------------------|
| First 2,000 | \$14.40 |
| Next 3,000 | \$13.24 |
| Next 5,000 | \$12.60 |
| All over 10,000 | \$11.81 |

(d) *Minimum charge.* No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|------------------|----------------|
| 5/8 inch or less | \$28.80 |
| 3/4 inch | \$43.00 |
| 1 inch | \$72.00 |
| 1 ½ inch | \$150.00 |
| 2 inch | \$230.40 |
| 3 inch | \$460.80 |
| 4 inch | \$720.00 |
| 6 inch | \$1,400.00 |
| 8 inch | \$2,500.00 |

(e) *Delayed payment penalty.* . The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

| Meter (inches) | Tap Fee |
|------------------|-------------|
| 5/8 inch or less | \$700.00 |
| 3/4 inch | \$700.00 |
| 1 inch | \$1,000.00 |
| 1 ½ inch | \$1,500.00 |
| 2 inch | \$2,000.00 |
| > 2 inch | Actual cost |

(g) *Reconnection charge.* A fee of \$15.00 during Utility Board regular working hours and an additional fee of \$25.00 after hours shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 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.

(i) *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. 7

(a) *Applicability. Applicability.* Applicable in territory served by the former Cheat View Public Service District and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

(1) ~~Effective for bills rendered on or after the effective date of this Ordinance:~~

| Gallons Used Monthly | Rate Per 1,000 Gallons |
|-----------------------------|-------------------------------|
| First 5,000 | \$7.35 |
| Next 5,000 | \$7.35 |
| Next 10,000 | \$6.93 |
| All Over 20,000 | \$6.80 |

(2) ~~Effective for bills rendered on or after July 1, 2025:~~

| Gallons Used Monthly | Rate Per 1,000 Gallons |
|-----------------------------|-------------------------------|
| First 5,000 | \$7.50 |
| Next 5,000 | \$7.50 |
| Next 10,000 | \$7.08 |
| All Over 20,000 | \$6.95 |

(d) *Minimum charge.*

(1) ~~Effective for bills rendered on or after the effective date of this Ordinance.~~

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|-----------------------|-----------------------|
| 5/8 inch or less | \$12.78 |
| 1 inch | \$31.95 |
| 1 ½ inch | \$63.90 |
| 2 inch | \$98.32 |
| 4 inch | \$319.50 |

The above minimum charge is subject to an additional \$3.09 per thousand gallons.

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

| Meter (inches) | Tap Fee |
|-----------------------|----------------|
| 5/8 inch or less | \$350.00 |
| 3/4 inch | \$350.00 |
| 1 inch | \$350.00 |
| 1 ½ inch | \$350.00 |
| 2 inch | \$350.00 |
| > 2 inch | \$350.00 |

(g) *Reconnection charge.* A fee of \$20.00 shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 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.

(i) *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.

(j) *Private Fire Protection Service.* Where connections, hydrants, sprinklers, etc. on private property are maintained by the customer:

| | |
|---|--------------------|
| 1-inch service line with hydrants, sprinklers, and/or hose connections | \$5.20 per month |
| 3-inch service line with hydrants, sprinklers, and/or hose connections | \$13.00 per month |
| 4-inch service line with hydrants, sprinklers, and/or hose connections | \$20.80 per month |
| 6-inch service line with hydrants, sprinklers, and/or hose connections | \$53.28 per month |
| 8-inch service line with hydrants, sprinklers, and/or hose connections | \$84.48 per month |
| 10-inch service line with hydrants, sprinklers, and/or hose connections | \$155.95 per month |
| 12-inch service line with hydrants, sprinklers, and/or hose connections | \$215.47 per month |

(k) *Security Deposit.* Not to exceed two-twelfths (2/12) of the average annual of the applicant's specific class, or fifty dollars (\$50.00), whichever is greater.

SCHEDULE NO. 8

(a) *Applicability.* Applicable in territory served by the former Town of Star City Water Utility and acquired by the system as defined in Article 169 pursuant to ordinance duly enacted and authorized by the City Council of the City of Morgantown.

(b) *Availability of service.* Available for general, domestic, commercial and industrial service.

(c) *Rates.*

| Gallons Used Monthly | Rate (Per 1,000 Gallons or portion thereof) |
|----------------------|---|
| First 50,000 | \$9.66 |
| All over 50,000 | \$6.61 |

(d) *Minimum charge.*

No bill will be rendered for less than the following amounts, according to the size of the meter installed, to wit:

| Meter (inches) | Rate Per Month |
|------------------|----------------|
| 5/8 inch or less | \$19.32 |
| 3/4 inch | \$28.98 |
| 1 inch | \$48.30 |
| 1 ½ inch | \$96.60 |
| 2 inch | \$154.56 |
| 3 inch | \$289.80 |
| 4 inch | \$483.00 |
| 6 inch | \$966.85 |
| 8 inch | \$1,545.89 |

(e) *Delayed Payment Penalty.* The rates set forth in this section are net. On all current usage billings not paid in full when due, ten percent 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.

(f) *Tap fee.* The following charges are to be made whenever the utility installs a new tap to serve an applicant:

| Meter (inches) | Tap Fee |
|------------------|------------|
| 5/8 inch or less | \$700.00 |
| 3/4 inch | \$700.00 |
| 1 inch | \$1,000.00 |
| 1 ½ inch | \$1,500.00 |
| 2 inch | \$2,000.00 |

| | |
|----------|-------------|
| > 2 inch | Actual cost |
|----------|-------------|

(g) *Reconnection charge.* A fee of \$20.00 shall be charged whenever the supply of water is turned off for violation of rules, nonpayment of bills, or fraudulent use of water.

(h) *Leak adjustment.* \$0.814 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.

(i) *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.

(j) *Private Fire Protection Service.* The minimum monthly charge for connection to the distribution system for private fire protection service shall be as follows:

| Size of Connection | Rate per month |
|--------------------|----------------|
| ¾-inch or less | \$9.32 |
| 1-inch | \$15.49 |
| 1 1/4-inch | \$23.23 |
| 1 1/2-inch | \$31.06 |
| 2-inch | \$49.52 |
| 3-inch | \$92.86 |
| 4-inch | \$154.79 |
| 6-inch | \$309.55 |
| 8-inch | \$495.29 |

(k) *Security Deposit.* Not to exceed two-twelfths (2/12) of the average annual of the applicant's specific class, or fifty dollars (\$50.00), whichever is greater, or the maximum amount permitted by state law, if applicable.

Section 4. Repeal, Savings, Severability.

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

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

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

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

Section 5. Effective date; application. This ordinance shall be effective 45 days after adoption, which date is April 3, 2026. This Ordinance does not affect rights, duties, or liabilities that matured, penalties that were incurred, and proceedings that were begun, before its effective date. The law remains in force for the purpose of sustaining any proper action or prosecution for the enforcement of the right, penalty, forfeiture or liability.

Section 6. Notice of Public Hearing; billing notice to customers.

The City Clerk shall cause to be published a notice of proposed adoption of this Ordinance as a Class I-0 legal advertisement in a qualified newspaper of general circulation in the City of Morgantown, and said notice shall state that this Ordinance has been introduced, the title of the proposed ordinance, the places where a copy of this ordinance may be inspected by the public, and that any person interested may appear before the Morgantown City Council at a public hearing on Tuesday, February 17, 2026, at 7:00 p.m. or as soon thereafter as the hearing may be held, which date is not less than five (5) days after the date of the publication of the notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, City of Morgantown, Morgantown, West Virginia and the Morgantown Utility Board. The Morgantown Utility Board shall provide notice of the intent to establish the rates specified in this Ordinance with the monthly billing statement for the month prior to the month in which the rate will be effective.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

CASE NO. 25- 25-0768-WS-PC

**MORGANTOWN UTILITY BOARD AND
THE TOWN OF STAR CITY**

Monongalia County, West Virginia

Petition for consent and approval for the Morgantown
Utility Board to acquire the waterworks and sanitary sewer
systems of the Town of Star City, West Virginia.

JOINT PETITION

Come now Petitioners, the Morgantown Utility Board (“MUB”) and The Town of Star City (“Star City”), by and through their undersigned counsel, and pursuant to W. Va. Code § 24-2-12, and hereby petition the Public Service Commission of West Virginia (the “Commission”) for all necessary consents and approvals to consolidate Star City’s waterworks and sanitary sewer systems located in Monongalia County, West Virginia, with the waterworks and sanitary sewer systems of MUB. In support of this Petition, the parties aver as follows:

BACKGROUND

1. The names and addresses of MUB and Star City are:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, West Virginia 26507-0852

The Town of Star City
Mayor Sharon Doyle
370 Broadway Avenue
Star City West Virginia 26505

2. MUB owns, operates and maintains a waterworks treatment and distribution system as well as a sanitary sewer conveyance and treatment system that serves nearly 30,000 customers throughout Monongalia County, West Virginia (the "MUB Systems").
3. Star City owns a waterworks distribution system and a sanitary sewer conveyance system that serve approximately 945 customers in Monongalia County, West Virginia (the "Star City Systems"). The Star City Systems are contiguous with the MUB Systems.
4. MUB supplies treated water and sanitary sewer treatment services to Star City for resale to Star City water and sewer customers.
5. On March 11, 2025, Star City requested that MUB acquire the Star City Systems.
6. MUB is willing to consolidate the Star City Systems with MUB's Systems on the terms, conditions and limitations set forth in the form of an Asset Purchase Agreement (the "APA") attached hereto as Exhibit A. MUB's Board of Directors approved the acquisition and APA at its Regular Meeting held on August 12, 2025. Star City Council approved the conveyance and APA at a duly noticed public meeting on August 5, 2025.
7. Star City has no outstanding debt with respect to the Star City Systems.

PROPOSED TRANSACTION

8. Pursuant to the terms of the APA, in consideration of MUB fully and permanently assuming ownership of the Star City Systems, including, without limitation, providing all customer service functions, billing, system maintenance and upgrades, vendor payments and extensions of services, Star City shall transfer and convey to MUB the ownership of all tangible and fixed capital assets and real property associated with the Star City Systems. At the Closing (as defined in the APA), the Star City Systems shall become the property of MUB.

COMMISSION JURISDICTION

9. Consent of the Commission is required when a public utility proposes to “acquire control, direct or indirect, over the...equipment, business or other property of any other utility...” W. Va. Code § 24-2-12(b). Further, the consent of the Commission is required when a public utility proposes to “merge or consolidate its...equipment, business or other property with that of any other public utility...” W. Va. Code § 24-2-12(d).

10. The Commission has held that W. Va. Code § 24-2-12 effectively sets forth a “no adverse impact” test when applied to changes in control over a West Virginia utility. *See, e.g., Page-Kincaid Public Service District, et al.*, Case No. 20-0397-PWD-GI (Commission Order dated March 31, 2021).

11. More specifically, “the Commission may grant its consent and approval for a public utility to acquire the property and plant of another public utility and a public utility to sell its property and plant to another public utility if the terms and conditions of the transaction are reasonable, neither party is given an undue advantage over the other, and public is not adversely affected.”

ADVANTAGES OF THE CONSOLIDATION (NO ADVERSE IMPACT)

12. The subject consolidation will promote increased efficiency in the operation of the water and sanitary sewer services throughout Star City, ensure appropriate continued maintenance of the water and sewer facilities, provide the wherewithal to improve current service systems and create appropriate conditions and capacity for the expected continued growth in service needs in the area.

13. Following the Closing, MUB will be in a position to make improvements and

upgrades to better operate the Star City Systems. MUB's proven and experienced management team will ensure the continued viability of the Star City Systems.

14. The Closing of the subject transaction will not adversely affect customers of the Star City Systems or the public at large, nor will the Closing of the transaction negatively impact any other West Virginia utility.

ADDITIONAL INFORMATION

15. Rule 10.7 and Form 8 of the Commission's *Rules of Practice and Procedure* require certain information and documentation in support of a petition for authority or permission of a utility merger. Said information is included within this Petition, or is attached as an Exhibit hereto, or MUB has requested a waiver of the requirement to provide the information.

16. Attached as Exhibits B and C is the information required by Rule 21 of the Commission's *Rules of Practice and Procedure* to demonstrate the financial conditions of MUB and Star City.

17. MUB is proposing to acquire all assets associated with the Star City Systems, including its books of account. Accordingly, MUB respectfully requests a waiver of the requirement to provide the historic accounting treatment of Star City's assets and the proposed journal entries for the consolidation of the Star City Systems, as such will provide no useful purpose. Moreover, Star City's Annual Reports are on file with the Commission.

SATISFACTION OF STATUTORY TEST

18. To obtain approval of the Commission for the subject consolidation, MUB must demonstrate that (i) the terms and conditions of the transaction are reasonable; (ii) neither party

has been given an undue advantage over the other; and (iii) the transaction does not adversely impact the public in West Virginia. The subject consolidation satisfies all three requirements.

19. *Reasonableness of Terms.* The subject consolidation is wholly reasonable as between the parties and as to Star City's customers. MUB will dedicate its proven and experienced management to operate Star City's Systems in a manner that will provide adequate and reliable service at reasonable rates.

20. *No Undue Advantage.* MUB and Star City negotiated and agreed to the terms of the consolidation completely at arm's length, both represented by legal counsel and neither party exercised any advantage over the other during that process.

21. *No Adverse Effect on the Public.* MUB has the requisite financial, managerial and technical capabilities to own and operate the Star City Systems. The subject consolidation will improve the quality of public utility service in Star City. In addition, the subject consolidation will have no adverse impact on any other West Virginia utility.

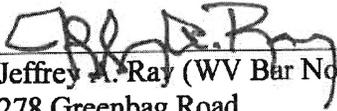
CONCLUSION

WHEREFORE, Petitioners respectfully request that the Commission:

- a. Approve the subject consolidation and MUB's operation and ownership of the Star City Systems;
- b. Waive the requirements of Rules 10.6.e and 10.6.f of the Commission's *Rules of Practice and Procedure*; and
- c. Grant such other further relief as the Commission deems appropriate to approve the consolidation.

Respectfully submitted,
MORGANTOWN UTILITY BOARD and
THE TOWN OF STAR CITY,

By Counsel.


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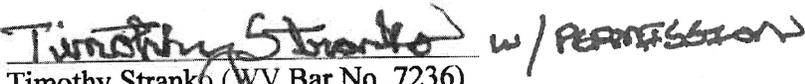

Timothy Stranko (WV Bar No. 7236)
424 Park Street
Morgantown, West Virginia 26501
304-598-8107
tstranko@wvcitylaw.com
Counsel for The Town of Star City

TABLE OF EXHIBITS

Exhibit A – Asset Purchase Agreement.

Exhibit B - MUB's Financial Statements for the Fiscal Year Ended June 30, 2025.

Exhibit C – Star City's Financial Statements for the Fiscal Year Ended June 30, 2025.

EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), is made and entered into this 14th day of August, 2025, by and between the Morgantown Utility Board, a political subdivision of the State of West Virginia ("MUB"), and The Town of Star City, a municipal corporation and political subdivision of the State of West Virginia public service district ("Seller"). MUB and Seller are sometimes hereinafter referred to as a "Party" or collectively as the "Parties".

WHEREAS, MUB is a political subdivision of the State of West Virginia and currently provides sanitary sewer treatment and water treatment and distribution services to approximately 33,000 customers and six resale customers, including Seller, throughout Monongalia County, West Virginia; and

WHEREAS, Seller operates and maintains sanitary sewer and water distribution systems that serve approximately 1,000 customers in Monongalia County, West Virginia in an area contiguous with MUB's sanitary sewer and waterworks systems; and

WHEREAS, the assets of Seller's sanitary sewer and waterworks systems include, but are not limited to, pump houses, lift stations, water and sewer transmission and distribution lines, booster stations, mains, extensions, hydrants, laterals, valves, connections, services, meters, and all other equipment and personal property used and useful in providing sanitary sewer and water services to the customers of Seller, together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, deposit accounts, savings accounts, investments, tap fees, security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, and all other tangible and intangible assets owned or held by Seller and used or useful in providing sanitary sewer and water services to Seller's customers (collectively, the "Systems"); and

WHEREAS, Seller does not believe it is in the best interests of its customers to continue to operate the Systems; and

WHEREAS, considerable costs and expenses must be expended by Seller to continue to own, operate, maintain and make necessary upgrades to the Systems, including, but not limited to, routine renewal and replacement of the facilities that currently provide service to the customers of the Systems; and

WHEREAS, the City Council of Seller has determined that efficiencies in providing services will be achieved through the sale of the assets associated with the Systems to MUB; and

WHEREAS, the Parties have determined that it is desirable for MUB to acquire the assets associated with the Systems and assume the service obligations of Seller.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the Parties' mutual obligations and interests, the covenants and agreements contained herein and other good

and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties agree as follows.

1. **Purchase Agreement.** MUB hereby agrees to acquire from Seller and Seller hereby agrees to grant and convey to MUB, for the consideration and upon the terms and conditions contained in this Agreement, the assets of the Systems, including all extensions of the Systems made after the date hereof and prior to the Closing (hereinafter defined), together with all real property, interests in land, leases, easements, rights-of-way, permits, certificates of convenience and necessity, deposit accounts, cash, savings accounts, investments, tap fees, security deposits, accounts receivable, renewal and replacement accounts, customer contributions in aid of construction, service territories and all other tangible and intangible assets owned or held by Seller and used or useful in providing service to the customers of the Systems (the "Assets"). As of the date hereof, the Assets include cash related to Seller's waterworks system in the amount of \$475,279.63.

2. **Consideration.** As consideration for Seller's conveyance of the Assets to MUB (subject to the exceptions and reservations provided for herein), MUB agrees to permanently assume full responsibility for the operation and maintenance of the Systems, including, without limitation, providing all customer service functions, billing, system maintenance and upgrades, vendor and bank debt payments and extensions of services. Seller and MUB agree, and each hereby acknowledges and represents, that the consideration for the conveyance of the Assets, as set forth in this Agreement, was reached through arm's length negotiations and represent the fair market value of the Assets conveyed by the terms of this Agreement.

3. **Pre-Closing Operation of the Systems.** Unless otherwise agreed to by MUB and Seller in writing, until Closing (as hereinafter defined), day-to-day operation of the Systems shall be continued by Seller. Provided, however, Seller shall not make any material changes in the operation and maintenance of the Systems, including, without limitation, incurring any debt, without the prior written consent of Seller. From and after Closing, MUB shall own and operate the Assets, including the former service territory of Seller, and all customers currently served by Seller shall thereafter for all purposes be customers of MUB.

4. **Final Meter Reading.** As near to Closing as reasonably practicable, a final reading of Seller's meters will be conducted. Revenues received prior to Closing shall be accounted for as revenue of Seller and revenues received on and after Closing shall be accounted for as revenue of MUB.

5. **Non-Assumption of Liabilities and Undertaking of Seller and MUB.** MUB and Seller expressly agree that, except for the obligations, if any, under PSC rules and regulations to make refunds under mainline extension agreements between Seller and its current customers, MUB is not assuming any liabilities, obligations or debts of Seller, including, but not limited to, any liabilities, obligations or debts owed to individuals, banks, entities, vendors, consultants, attorneys, engineers, accountants, suppliers, governmental entities, repairmen and/or contractors. All other debts, obligations, encumbrances and liabilities of Seller related to the Systems will be settled prior to or at Closing, and any debts not settled at Closing will remain solely the obligations of Seller.

6. **PSC Consent and Approval.** Pursuant to the provisions of W. VA. CODE §§ 24-2-12, and no later than twenty (20) days after execution of this Agreement, MUB and Seller shall file and diligently pursue a joint petition to the PSC for consent and approval of the consolidation of the Systems with MUB's sanitary sewer and water systems as well as for approval of the material provisions of this Agreement. The joint petition also will seek PSC approval for any and all other related matters that may require PSC approval, including, but not limited to, any rate-related issues and the dismissal or agreed disposition of any formal complaint cases pertaining to the Systems or other related proceedings then pending before the PSC.

7. **Closing.** Closing of the asset acquisition and sale contemplated by this Agreement, including delivery of all duly executed documents necessary to effect the conveyance of legal title to the Systems ("Closing"), shall take place within thirty (30) days after the occurrence of (i) the issuance by the PSC of a final, non-appealable, Order approving this Agreement and the proposed consolidation of the Systems with MUB's sanitary sewer and waterworks systems on the terms set forth herein, and (ii) the receipt of any other required waivers, consents or approvals to the consolidation of the Systems. Upon mutual agreement of MUB and Seller, the time of Closing may be extended.

8. **Post-Closing Rates.** Following the Closing, and for so long that it is financially reasonable to do so in the sole discretion of MUB, Seller agrees that MUB shall charge the former customers of the Systems the rates set forth in Seller's Water Tariff No. 14 and Seller's Sewage and Sewage Disposal Tariff No. 11. Seller further agrees to have an appropriate representative appear at all Morgantown City Council meetings at which meetings the subject transaction is an agenda item, including, without limitation, Morgantown City Council's consideration of amending MUB's tariffs.

9. **Conveyance and Transfer.** At the Closing, Seller shall deliver to MUB a general warranty deed, bill of sale, lease, assignment and other necessary or appropriate instruments, each duly executed and in a form acceptable to MUB, transferring and conveying to MUB, its successors and assigns forever, good and marketable title to the Assets, free and clear of all liens and encumbrances, together with all files, plats, maps, plans, records, ledgers and similar property, or copies thereof, in any way connected with the operation of the Systems by Seller. The sale of all personal property and fixtures shall be "AS IS" and "WHERE IS" and without any implied warranties.

10. **Representations, Warranties and Covenants of Seller.**

A. **General Representations and Warranties of Seller.** Seller represents and warrants to and covenants with MUB that as of the date of this Agreement and as of the date of the Closing:

(i) Seller is a municipal corporation and political subdivision of the State of West Virginia;

(ii) Seller, upon receipt of the consent and approval of the PSC, has the lawful right, power, authority and capacity to sell the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) Seller is the owner of good and marketable fee simple title to the Assets, free and clear of all liens, encumbrances or claims other than as provided herein.

(iv) There are no claims, actions, judgments, bankruptcies, liens, executions, suits, decrees, proceedings or orders presently pending or threatened against, by or affecting Seller relating to the Assets, nor is there any litigation or any other proceedings (including condemnation or similar proceedings) before any court or government or administrative department, commission, bureau, board or agency, domestic or foreign, which threaten or affect the Assets or which may, in any one case or in the aggregate, result in any material decrease in the value of, or constitute a lien or claim against the Assets;

(v) No party, person or entity not a party to this Agreement is in possession of any of the Assets or any portion thereof, and no party, person or entity not a party to this Agreement has any interest in the Assets or any portion thereof, except Seller;

(vi) This Agreement has been duly authorized, executed and delivered by Seller and is a valid and legal obligation of Seller;

(vii) From the date of this Agreement until Closing, Seller will not sell, convey, lease or in any other way dispose of any of the Assets;

(viii) Seller shall convey all improvements, machinery, equipment, tools, furniture and other fixed tangible assets of the Systems that are necessary to the continued operation of the Systems by MUB substantially in the manner as it was conducted prior to the date of this Agreement and the date of the Closing;

(ix) All information and data furnished by Seller to MUB with respect to the Assets are true, correct, complete and not misleading.

(x) Seller will not cause or permit any action to be taken which will cause any of the foregoing representations, warranties and covenants to be untrue or unperformed on the date of the Closing;

(xi) Seller will deliver at Closing all documents and instruments required by this Agreement and perform all acts necessary or appropriate for the consummation of the purchase and sale of the Assets as contemplated by and provided for in this Agreement; and

(xii) Seller acknowledges and agrees that MUB, in entering into this Agreement, is not obligated to use, employ or hire any of Seller's officers, officials, agents or employees and that, except as otherwise provided in this Agreement, MUB does not accept any

responsibility for any contractual or legal obligations that Seller might have to any other officers, agents or employees.

B. Environmental Representations, Warranties and Covenants of Seller.

(i) Seller represents and warrants that the Systems have never been operated in a manner as to be in violation of any Environmental Laws, as hereinafter defined. For the purposes of this Section, the term "Environmental Laws" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, as may now or at any time hereafter be in effect, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Substance or the release or threatened release of a Hazardous Substance. For the purposes of this Section, the term "Hazardous Substance" shall mean and include a "hazardous substance", "pollutant", "contaminant" or "hazardous waste" as such terms are defined in (or for the purposes of) the Environmental Laws, petroleum products, asbestos and/or any hazardous, toxic or dangerous waste, substance or material;

(ii) Seller agrees that it will not take any action or omit to take any action with respect to the Assets prior to the date of the Closing that would be a violation of any Environmental Law or would result in the Systems being in violation of any Environmental Law;

(iii) Seller covenants that to the fullest extent permitted by law, it will indemnify, hold harmless and defend MUB from any and all claims, losses, damages, judgments, costs and expenses arising out of or in any way relating to a breach of these environmental representations, warranties and covenants contained herein, including, but not limited to: (a) costs of remediation or removal; (b) claims or judgments of third parties (including governmental agencies), for damages, penalties, response costs, injunctive or other relief; (c) expenses, including fees of attorneys and experts, for reporting the existence of hazardous substances or hazardous wastes to any governmental agency; and (d) any and all expenses or obligations, including attorneys' fees, incurred at, before and after any trial or appeal therefrom or administrative proceeding or appeal therefrom, whether or not taxable as costs, including, without limitation, attorneys' fees, paralegals' fees, witness fees (expert and otherwise), deposition costs, copying and telephone charges and other expenses, all of which shall be paid by the Seller when accrued.

11. Representations, Warranties and Covenants of MUB.

A. MUB represents and warrants to and covenants with Seller that as of the date of this Agreement and as of the date of the Closing:

(i) MUB is a municipal utility and political subdivision of the State of West Virginia;

(ii) MUB has the lawful right, power, authority and capacity to acquire the Assets pursuant to this Agreement in accordance with the terms, provisions and conditions hereof;

(iii) This Agreement has been duly authorized, executed and delivered by MUB and is a valid and legal obligation of MUB;

(iv) MUB has had adequate opportunity to inspect the Assets and accepts them in their current condition.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. **Notices.** Any notice to be given hereunder to MUB or Seller shall be sent by registered mail to the following:

To Seller:
 The Town of Star City
 Attn: Mayor
 370 Broadway Avenue
 Morgantown, West Virginia 26505

To MUB:
 Morgantown Utility Board
 Attn: General Manager
 Post Office Box 852
 Morgantown, West Virginia 26507-0852

14. **Amendments.** No amendment to this Agreement shall be effective until reduced to writing and executed by both Parties hereto. This instrument constitutes the entire agreement between the Parties. No Party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each Party hereby acknowledges that, in executing this Agreement, it has not been induced, persuaded or motivated by any promise or representation made by the other Party, unless expressly set forth herein. All previous negotiations, statements and preliminary instruments by the Parties or their representatives are merged into this Agreement. The terms of this Agreement shall survive the Closing.

15. **Force Majeure.** If the performance by either Party of the covenants or agreements contained herein is delayed or prevented for reasons beyond the control of that Party, such as an act of God, act of war, strike, lockout, restraint of labor from whatever cause, either partial or general, riot or civil commotion, order of court or administrative tribunal having jurisdiction over either party hereto, then and in any of those events, that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, during the continuance of any such happening or event and the time for such performance shall be extended commensurate with such delays, provided, however, that Party claiming an excuse from performance under this paragraph shall notify the other party in writing of the occurrence of any such event of force majeure within a reasonable time after it becomes known.

16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

17. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of West Virginia and the enforcement hereof shall be exclusively within the jurisdiction of the Circuit Court of Monongalia County, West Virginia, and the PSC.

18. **Conditions Precedent to Effectiveness of Agreement.** The Parties understand and agree that this Agreement, and the obligations of the Parties hereunder, are expressly conditioned upon the following, each of which is a condition precedent to the validity and enforceability of this Agreement:

A. The representations and warranties set forth in Sections 9 and 10 of this Agreement shall be true and correct in all material respects at and as of the Closing;

B. This Agreement and the proposed consolidation of the Assets shall be approved by the City Council of Seller at a properly noticed meeting by a vote properly taken;

C. This Agreement and the proposed consolidation by MUB of the Assets shall be approved by the Board of Directors of MUB;

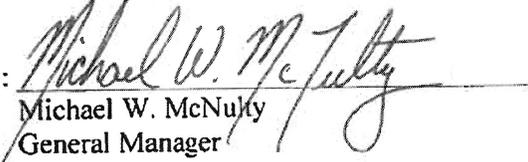
D. The PSC shall have entered a final, non-appealable, order that approves the Joint Petition to be filed by MUB and Seller;

E. Said order of the PSC shall not contain, nor have attached to or otherwise incorporate into it any terms, conditions or limitations that, in the sole opinion of either MUB or Seller, shall adversely affect the economic feasibility of the Agreement;

F. The Parties shall have agreed to such documents of transfer, specifically including, but not limited to, an opinion of counsel satisfactory to the Parties stating that legal and marketable title to real property, interests in real property, leases, easements and rights-of-way have been conveyed from Seller to MUB as of the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

MORGANTOWN UTILITY BOARD

By: 
Michael W. McNulty
General Manager

THE TOWN OF STAR CITY

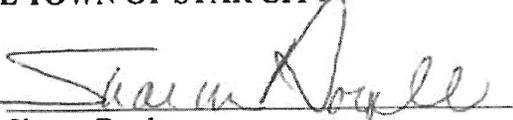
By: 
Sharon Doyle
Mayor

EXHIBIT B

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF NET POSITION
June 30, 2024 and 2023

| | <u>2024</u> | <u>2023</u> |
|---|-----------------------|-----------------------|
| ASSETS: | | |
| Current Assets: | | |
| Cash and Cash Equivalents | \$ 3,481,406 | \$ 3,080,861 |
| Accounts Receivable, Net | 3,009,812 | 2,418,109 |
| Other Accounts Receivable | 628,007 | 620,957 |
| Interest and Dividend Receivable | 62,249 | 54,389 |
| Materials at Average Cost | 2,875,849 | 2,536,130 |
| Deposits and Prepayments | 922,227 | 665,266 |
| Accrued Utility Revenue | 1,958,002 | 1,819,604 |
| | <u>12,937,552</u> | <u>11,195,316</u> |
| Total Current Assets | | |
| Capital Assets: | | |
| Construction Work In Progress | 64,388,422 | 158,180,275 |
| Land | 1,719,674 | 1,662,970 |
| Intangible Plant | 383,056 | 383,056 |
| Buildings & Structures | 80,988,919 | 27,799,043 |
| Water Transmission & Distribution System | 97,848,375 | 93,833,022 |
| Sewer & Storm Collection System | 146,877,305 | 145,316,354 |
| Treatment Plant Equipment | 110,139,541 | 71,802,908 |
| Office Furniture & Equipment and Computer System | 7,179,550 | 6,102,238 |
| Vehicles & Heavy Duty Equipment | 10,679,186 | 4,332,494 |
| Lease Asset | 304,072 | 542,390 |
| Subscription Asset | 100,842 | 100,842 |
| | <u>520,608,942</u> | <u>510,055,592</u> |
| Less: Accumulated Depreciation and Amortization | (174,927,478) | (168,311,035) |
| | <u>345,681,464</u> | <u>341,744,557</u> |
| Total Net Capital Assets | | |
| Restricted Assets: | | |
| Sinking Fund Investments | 3,682,586 | 3,910,869 |
| Bond Construction Accounts | 10,360,975 | 14,722,073 |
| | <u>14,043,561</u> | <u>18,632,942</u> |
| Total Restricted Assets | | |
| Noncurrent Assets: | | |
| Investments | 14,318,180 | 15,189,707 |
| Deferred Financing Costs | 956,630 | 956,763 |
| Net OPEB Asset | 173,531 | - |
| Other - Net | 256,398 | 180,186 |
| | <u>15,704,739</u> | <u>16,326,656</u> |
| Total Noncurrent Assets | | |
| TOTAL ASSETS | <u>\$ 388,367,316</u> | <u>\$ 387,899,471</u> |
| Deferred Outflows ¹ - Pension and OPEB | <u>\$ 3,574,804</u> | <u>\$ 6,535,798</u> |
| | <u>3,574,804</u> | <u>6,535,798</u> |
| TOTAL ASSETS & DEFERRED OUTFLOWS | <u>\$ 391,942,120</u> | <u>\$ 394,435,269</u> |

¹ Refer to notes 5 and 6 for more information regarding deferred outflows and inflows.

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF NET POSITION (CONTINUED)
JUNE 30, 2024 and 2023

| | <u>2024</u> | <u>2023</u> |
|---|------------------------------|------------------------------|
| LIABILITIES AND NET ASSETS: | | |
| Current Liabilities: | | |
| Accounts Payable | \$ 2,278,098 | \$ 2,033,446 |
| Accrued Payroll | 744,916 | 737,795 |
| Billing Services Payable | 461,808 | 480,849 |
| Current Portion of Long-Term Bonds | 6,970,459 | 7,258,342 |
| Current Portion of Long-Term Leases | 94,355 | 176,180 |
| Interest Payable | - | 109 |
| Other Accrued Liabilities | 150,631 | 143,010 |
| | <u>10,700,267</u> | <u>10,829,731</u> |
| Total Current Liabilities | | |
| Noncurrent Liabilities: | | |
| Liabilities from Restricted Assets: | | |
| Customer Deposits | 700,386 | 690,781 |
| Accrued Administrative Costs on Bonds | 18,337 | 18,337 |
| Accrued Interest on Bonds | 1,214,104 | 1,228,162 |
| Interest on Customer Deposits | 6,094 | 6,094 |
| | <u>1,938,921</u> | <u>1,943,374</u> |
| Total Liabilities from Restricted Assets | | |
| Advances on Construction | 20,462,048 | 20,766,483 |
| Long-term Bonds Payable | 184,852,883 | 192,353,690 |
| Long-term Lease Payable | 14,722 | 109,077 |
| Net Pension Liability | 10,015,276 | 12,567,937 |
| Net OPEB Liability | - | 132,083 |
| | <u>217,283,850</u> | <u>227,872,644</u> |
| Total Noncurrent Liabilities | | |
| Total Liabilities | <u>227,984,117</u> | <u>238,702,375</u> |
| Deferred Inflows ¹ - Pension and OPEB | <u>2,068,357</u> | <u>1,925,441</u> |
| Total Deferred Inflows | <u>2,068,357</u> | <u>1,925,441</u> |
| Net Position: | | |
| Net Investment in Capital Assets, Restated ² | 153,749,045 | 141,847,268 |
| Restricted Net Position | 3,682,586 | 3,910,869 |
| Unrestricted Net Position, Restated ² | 4,458,015 | 8,049,316 |
| | <u>161,889,646</u> | <u>153,807,453</u> |
| Total Net Position | | |
| TOTAL LIABILITIES AND NET POSITION | <u>\$ 391,942,120</u> | <u>\$ 394,435,269</u> |

¹ Refer to notes 5 and 6 for more information regarding deferred outflows and inflows.

² Refer to note 13 for more information on restatement of net position.

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEARS ENDED JUNE 30, 2024 and 2023

| | <u>2024</u> | <u>2023</u> |
|---|-----------------------|-----------------------|
| OPERATING REVENUES: | | |
| Water Sales Revenue | \$ 15,694,140 | \$ 14,803,568 |
| Sewerage Service Revenue | 19,548,362 | 18,476,895 |
| Stormwater Service Revenue | 2,300,673 | 2,198,248 |
| Billing Services Revenue | 198,545 | 194,053 |
| Forfeited Discounts | 440,249 | 411,699 |
| Rents from Water Property | 18,696 | 41,513 |
| Service Connection fees - Water | 31,875 | 31,625 |
| Other Operating Revenues | 307,605 | 658 |
| Total Operating Revenues | <u>38,540,145</u> | <u>36,158,259</u> |
| WATER OPERATING EXPENSES: | | |
| Source of Supply | 103,047 | 139,359 |
| Pumping | 567,039 | 509,057 |
| Water Treatment | 4,137,045 | 4,400,787 |
| Transmission and Distribution | 4,203,267 | 3,833,821 |
| Customer Accounts | 448,383 | 376,105 |
| Administrative and General | 3,463,617 | 3,273,126 |
| Total Water Operating Expenses | <u>12,922,398</u> | <u>12,532,255</u> |
| SEWER OPERATING EXPENSES: | | |
| Collecting | 6,207,044 | 3,358,420 |
| Pumping | 1,660,819 | 1,654,123 |
| Treatment and Disposal | 4,662,402 | 3,112,019 |
| Billing and Collecting | 492,320 | 468,518 |
| Administrative and General | 3,889,047 | 3,772,417 |
| Total Sewer Operating Expenses | <u>16,911,632</u> | <u>12,365,497</u> |
| STORMWATER UTILITY OPERATING EXPENSES: | | |
| Collecting | 1,099,136 | 1,180,641 |
| Billing and Collecting | 131,865 | 129,185 |
| Administrative and General | 459,431 | 459,991 |
| Total Stormwater Operating Expenses | <u>1,690,432</u> | <u>1,769,817</u> |
| Total Operating Expenses | <u>31,524,462</u> | <u>26,667,569</u> |
| Operating Income(Loss) | <u>7,015,683</u> | <u>9,490,690</u> |
| NONOPERATING REVENUES (EXPENSES) | | |
| Investment Gain/(Loss) | 2,239,736 | 1,503,758 |
| Interest on Financing | (6,017,659) | (6,180,956) |
| Other | 134,138 | 626,717 |
| Total Non-Operating Revenues(Expenses) | <u>(3,643,785)</u> | <u>(4,050,481)</u> |
| Net Income/(Loss) Before Contributed Capital | 3,371,898 | 5,440,209 |
| Contributed Capital | 4,710,295 | 2,872,313 |
| Change in Net Position | 8,082,193 | 8,312,522 |
| Total Net Position-Beginning | 153,807,453 | 145,494,931 |
| Total Net Position-Ending | <u>\$ 161,889,646</u> | <u>\$ 153,807,453</u> |

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2024 and 2023

| | 2024 | 2023 |
|--|---------------|---------------|
| Cash Flows from Operating Activities: | | |
| Cash Received from Sales and Tap Fees | \$ 36,806,024 | \$ 36,348,496 |
| Cash Received from Rental Fees | 18,696 | 41,513 |
| Cash Received from Reimbursement and Miscellaneous Income | 978,274 | 636,975 |
| Cash Payments to Suppliers for Goods and Services | (12,455,233) | (14,789,762) |
| Cash Payments to Employees for Services | (7,240,503) | (6,192,375) |
| | 18,107,258 | 16,044,847 |
| Net Cash Provided by (Used by) Operations | | |
| Cash Flows from Capital and Related Financing Activities: | | |
| Acquisition and Construction of Capital Assets | (9,231,172) | (11,204,443) |
| Proceeds from New Issuance | - | 348,583 |
| Principal Paid on Long-Term Debt | (7,788,690) | (7,579,530) |
| Interest Paid | (6,017,659) | (6,193,056) |
| Deposits Received from Sinking Fund Investments | 228,283 | 1,874,364 |
| Interest Received from Bond Construction Investments | 4,361,098 | 4,100,077 |
| Advances on Construction | (304,435) | 1,679,611 |
| Deferred Financing Net of Amortization | 133 | 134 |
| Administrative Cost on Bonds | (261,896) | (1) |
| Customer Deposits Including Interest | 9,630 | (87,647) |
| Change in Right-of-Use Assets | - | (163,268) |
| Principal Payments on Leases | (173,924) | - |
| Principal Payments on Subscriptions | (22,832) | - |
| Interest and Other Lease Related Payments | (8,726) | - |
| Other Nonoperating Income | 137,096 | 626,717 |
| Change in Other Assets Net | (76,212) | (60,657) |
| | (19,149,306) | (16,659,116) |
| Net Cash Provided by (Used by) Capital and Related Financing Activities | | |
| Cash Flows from Investing Activities: | | |
| Proceeds from Investments | 1,876,904 | 2,164,982 |
| Purchases of Investments | (1,886,096) | (1,059,462) |
| Interest Received | 1,451,785 | 1,495,893 |
| | 1,442,593 | 2,601,413 |
| Net Cash Provided by (Used by) Investing Activities | | |
| Net Increase/(Decrease) in Cash and Cash Equivalents | 400,545 | 1,987,144 |
| Cash and Cash Equivalents - July 1 | 3,080,861 | 1,093,717 |
| Cash and Cash Equivalents - June 30 | \$ 3,481,406 | \$ 3,080,861 |

See the related notes to the financial statements.

MORGANTOWN UTILITY BOARD
(A Component Unit of the City of Morgantown)
STATEMENT OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED JUNE 30, 2024 and 2023

| | 2024 | 2023 |
|---|---------------|---------------|
| Cash Flows from Operating Activities: | | |
| Operating Income | \$ 7,015,683 | \$ 9,490,690 |
| Adjustments to Reconcile Operating Income to Cash Flows from Operating Activities: | | |
| Depreciation and Amortization | 11,939,527 | 8,521,425 |
| (Increase) Decrease in Accounts Receivable | (598,753) | 799,921 |
| (Increase) Decrease in Materials | (339,719) | (308,909) |
| (Increase) Decrease in Deposits and Prepayments | (256,961) | 151,460 |
| (Increase) Decrease in Accrued Utility Revenue | (138,398) | 69,864 |
| (Increase) Decrease in Deferred Outflows | 2,960,994 | (3,170,010) |
| (Increase) Decrease in OPEB Asset | (173,531) | 6,861 |
| Increase (Decrease) in Accounts Payable | 244,652 | (1,906,823) |
| Increase (Decrease) in Accrued Payroll | 7,121 | 66,579 |
| Increase (Decrease) in Billing Services Payable | (19,041) | 34,543 |
| Increase (Decrease) in Deferred Revenue | - | (1,060) |
| Increase (Decrease) in Other Current Accrued Liabilities | 7,621 | (956,726) |
| Increase (Decrease) in Deferred Inflows | 142,916 | (3,924,882) |
| Increase (Decrease) in Interest Payable | (109) | (117) |
| Increase (Decrease) in Net OPEB Liability | (132,083) | 132,083 |
| Increase (Decrease) in Net Pension Liability | (2,552,661) | 7,039,948 |
| | 11,091,575 | 6,554,157 |
| Total Adjustments | | |
| Net Cash Provided by (Used by) Operating Activities | \$ 18,107,258 | \$ 16,044,847 |

See the related notes to the financial statements.

EXHIBIT C

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION
June 30, 2024

| | <u>Primary Government</u> | | <u>Total</u> |
|---|------------------------------------|-------------------------------------|---------------------|
| | <u>Governmental Activities</u> | <u>Business-type Activities</u> | |
| ASSETS | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 2,671,578 | \$ 14,905 | \$ 2,686,483 |
| Receivables: | | | |
| Accounts | 38,764 | 90,490 | 129,254 |
| Taxes | 259,478 | - | 259,478 |
| Due from other funds | 186,656 | 358,237 | 544,893 |
| Total current assets | 3,156,476 | 463,632 | 3,620,108 |
| Noncurrent assets: | | | |
| Net OPEB asset | 22,202 | - | 22,202 |
| Net pension asset - PPRF | 252,662 | - | 252,662 |
| Net pension asset - MPFRS | 52,511 | - | 52,511 |
| Total noncurrent assets | 327,375 | - | 327,375 |
| Capital assets: | | | |
| Nondepreciable: | | | |
| Land | - | 40,486 | 40,486 |
| Depreciable: | | | |
| Buildings | 449,896 | - | 449,896 |
| Improvements | 74,078 | - | 74,078 |
| Infrastructure | 819,792 | - | 819,792 |
| Machinery and equipment | 237,322 | - | 237,322 |
| Vehicles | 883,942 | - | 883,942 |
| Intangible plant | - | 830,002 | 830,002 |
| Furniture and equipment | - | 209,352 | 209,352 |
| Less accumulated depreciation | (1,721,797) | (956,319) | (2,678,116) |
| Total depreciable capital assets, net | 743,233 | 83,035 | 826,268 |
| Total capital assets | 743,233 | 123,521 | 866,754 |
| DEFERRED OUTFLOWS | | | |
| Pension related - MPFRS | 36,593 | - | 36,593 |
| Pension related - PPRF | 191,381 | - | 191,381 |
| OPEB related | 17,150 | - | 17,150 |
| Total deferred outflows | 245,124 | - | 245,124 |
| Total assets and deferred outflows | \$ 4,472,208 | \$ 587,153 | \$ 5,059,361 |

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION
June 30, 2024

| | Primary Government | | Total |
|---|----------------------------|-----------------------------|---------------------|
| | Governmental Activities | Business-type Activities | |
| LIABILITIES | | | |
| Current liabilities payable from current assets: | | | |
| Accounts payable | \$ 86,313 | \$ 96,765 | \$ 183,078 |
| Payroll payable | - | 2,576 | 2,576 |
| Compensated absences payable | - | 13,102 | 13,102 |
| Customer deposits | - | 35,049 | 35,049 |
| Due to other funds | 457,406 | 87,487 | 544,893 |
| Accrued expenses | 11,006 | - | 11,006 |
| Total current liabilities | 554,725 | 234,979 | 789,704 |
| Noncurrent liabilities due within one year: | | | |
| Notes payable | 22,144 | 15,842 | 37,986 |
| Noncurrent liabilities due in more than one year: | | | |
| Notes payable | 34,407 | 33,568 | 67,975 |
| Total noncurrent liabilities | 56,551 | 49,410 | 105,961 |
| DEFERRED INFLOWS | | | |
| Pension related - MPFRS | 27,475 | - | 27,475 |
| Pension related - PPRF | 62,257 | - | 62,257 |
| OPEB related | 48,753 | - | 48,753 |
| Total deferred inflows | 138,485 | - | 138,485 |
| NET POSITION | | | |
| Invested in capital assets | 686,682 | 74,111 | 760,793 |
| Unrestricted | 3,035,765 | 228,653 | 3,264,418 |
| Total net position | 3,722,447 | 302,764 | 4,025,211 |
| Total liabilities, deferred inflows and net position | \$ 4,472,208 | \$ 587,153 | \$ 5,059,361 |

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2024

| Functions/Programs | Program Revenues | | | | Net (Expense) Revenue and Changes in Net Position | | |
|---------------------------------------|---------------------|----------------------|------------------------------------|----------------------------------|---|--------------------------|---------------------|
| | Expenses | Charges for Services | Operating Grants and Contributions | Capital Grants and Contributions | Primary Government | | Total |
| | | | | | Governmental Activities | Business-type Activities | |
| Primary government: | | | | | | | |
| Governmental activities: | | | | | | | |
| General government | \$ 578,195 | \$ - | \$ 180,120 | \$ - | \$ (398,075) | \$ - | \$ (398,075) |
| Public safety | 672,931 | - | - | - | (672,931) | - | (672,931) |
| Streets and transportation | 249,724 | - | - | - | (249,724) | - | (249,724) |
| Health and sanitation | 370,634 | 502,532 | - | - | 131,898 | - | 131,898 |
| Total governmental activities | 2,045,714 | 502,532 | 180,120 | - | (1,363,062) | - | (1,363,062) |
| Business-type activities: | | | | | | | |
| Water | 369,410 | 455,603 | - | - | - | 86,193 | 86,193 |
| Sewer | 410,530 | 428,041 | - | - | - | 17,511 | 17,511 |
| Total business-type activities | 779,940 | 883,644 | - | - | - | 103,704 | 103,704 |
| Total primary government | \$ 2,825,654 | \$ 1,386,176 | \$ 180,120 | \$ - | (1,363,062) | 103,704 | (1,259,358) |
| General revenues: | | | | | | | |
| Ad valorem property taxes | | | | | 300,145 | - | 300,145 |
| B&O taxes | | | | | 1,029,856 | - | 1,029,856 |
| Hotel occupancy taxes | | | | | 127,879 | - | 127,879 |
| Alcoholic beverages taxes | | | | | 17,607 | - | 17,607 |
| Utility services taxes | | | | | 55,615 | - | 55,615 |
| Animal taxes | | | | | 275 | - | 275 |
| Gas and oil severance taxes | | | | | 18,185 | - | 18,185 |
| Coal severance taxes | | | | | 7,674 | - | 7,674 |
| Licenses and permits | | | | | 90,994 | - | 90,994 |
| Refunds and reimbursements | | | | | 23,832 | - | 23,832 |
| Franchise fees | | | | | 22,204 | - | 22,204 |
| IRP fees | | | | | 7,067 | - | 7,067 |
| Fines and forfeits | | | | | 86,717 | - | 86,717 |
| Gaming income | | | | | 10,778 | - | 10,778 |
| Video lottery | | | | | 8,766 | - | 8,766 |
| Unrestricted investments earnings | | | | | 53,193 | 304 | 53,497 |
| Opioid settlement | | | | | 28,152 | - | 28,152 |
| Miscellaneous | | | | | 13,249 | 37,748 | 50,997 |
| Total general revenues | | | | | 1,902,188 | 38,052 | 1,940,240 |
| Change in net position | | | | | 539,126 | 141,756 | 680,882 |
| Net position - beginning of year | | | | | 3,183,321 | 161,008 | 3,344,329 |
| Net position - end of year | | | | | \$ 3,722,447 | \$ 302,764 | \$ 4,025,211 |

See accompanying notes and independent auditor's report.

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TOWN OF STAR CITY, WEST VIRGINIA
BALANCE SHEET - GOVERNMENTAL FUNDS
 June 30, 2024

| | General | Coal Severance Tax | ARPA | Hotel Occupancy | Opioid Settlement | Total Governmental Funds |
|--|---------------------|--------------------------|-------------------|--------------------|----------------------|--------------------------------|
| ASSETS | | | | | | |
| Current assets: | | | | | | |
| Cash and cash equivalents | \$ 1,607,335 | \$ 14,278 | \$ 437,037 | \$ 584,776 | \$ 28,152 | \$ 2,671,578 |
| Receivables: | | | | | | |
| Accounts | 31,815 | - | - | 6,949 | - | 38,764 |
| Taxes | 257,463 | 2,015 | - | - | - | 259,478 |
| Due from other funds | 186,656 | - | - | - | - | 186,656 |
| Total current assets | \$ 2,083,269 | \$ 16,293 | \$ 437,037 | \$ 591,725 | \$ 28,152 | \$ 3,156,476 |
| LIABILITIES AND FUND BALANCES | | | | | | |
| Liabilities: | | | | | | |
| Accounts payable | \$ 80,819 | \$ - | \$ - | \$ 5,494 | \$ - | \$ 86,313 |
| Due to other funds | 358,237 | - | - | 99,169 | - | 457,406 |
| Accrued expenses | 11,006 | - | - | - | - | 11,006 |
| Total liabilities | 450,062 | - | - | 104,663 | - | 554,725 |
| FUND BALANCES | | | | | | |
| Assigned | - | 16,293 | 437,037 | 487,062 | 28,152 | 968,544 |
| Unassigned | 1,633,207 | - | - | - | - | 1,633,207 |
| Total fund balances | 1,633,207 | 16,293 | 437,037 | 487,062 | 28,152 | 2,601,751 |
| Total liabilities and fund balances | \$ 2,083,269 | \$ 16,293 | \$ 437,037 | \$ 591,725 | \$ 28,152 | \$ 3,156,476 |

See accompanying notes and independent auditor's report.

**TOWN OF STAR CITY, WEST VIRGINIA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
June 30, 2024**

Total fund balances on the governmental fund's balance sheet \$ 2,601,751

The total fund balance of the Town of Star City's governmental funds differs from net position of the governmental activities reported on the Statement of Net Position as follows:

Capital assets used in governmental activities are not financial resources and, therefore not in the funds. 743,233

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds. (56,551)

The net pension asset and (liability) is not due and payable in the current period, therefore, the asset and (liability) and related deferred outflows/inflows are not reported in the funds.

| | | |
|---|-----------|---------|
| Deferred outflows of resources related to pensions and OPEB | 245,124 | |
| Deferred inflows of resources related to pensions and OPEB | (138,485) | |
| Net OPEB asset | 22,202 | |
| Net pension assets | 305,173 | |
| | | 434,014 |

Net position of government activities \$ 3,722,447

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - GOVERNMENTAL FUNDS
For the Fiscal Year Ended June 30, 2024

| | General | Coal Severance Tax | ARPA | Hotel Occupancy | Opioid Settlement | Total Governmental Funds |
|--|---------------------|--------------------------|-------------------|--------------------|----------------------|--------------------------------|
| REVENUES | | | | | | |
| Taxes: | | | | | | |
| Ad valorem property taxes | \$ 300,145 | \$ - | \$ - | \$ - | \$ - | \$ 300,145 |
| B&O taxes | 1,029,856 | - | - | - | - | 1,029,856 |
| Hotel occupancy taxes | - | - | - | 127,879 | - | 127,879 |
| Alcoholic beverages tax | 17,607 | - | - | - | - | 17,607 |
| Utility services tax | 55,615 | - | - | - | - | 55,615 |
| Animal tax | 275 | - | - | - | - | 275 |
| Gas and oil severance tax | 18,185 | - | - | - | - | 18,185 |
| Coal severance tax | - | 7,674 | - | - | - | 7,674 |
| Intergovernmental | | | | | | |
| Federal | 180,120 | - | - | - | - | 180,120 |
| Opioid settlement | - | - | - | - | 28,152 | 28,152 |
| Licenses and permits | 90,994 | - | - | - | - | 90,994 |
| Charges for services | 502,532 | - | - | - | - | 502,532 |
| Fines and forfeits | 86,717 | - | - | - | - | 86,717 |
| Gaming income | 10,778 | - | - | - | - | 10,778 |
| Video lottery | 8,766 | - | - | - | - | 8,766 |
| Interest and investment earnings | 31,305 | 214 | 11,013 | 10,661 | - | 53,193 |
| Refunds and reimbursements | 23,832 | - | - | - | - | 23,832 |
| Franchise fees | 22,204 | - | - | - | - | 22,204 |
| IRP fees | 7,067 | - | - | - | - | 7,067 |
| Miscellaneous | 11,399 | - | - | 1,850 | - | 13,249 |
| Total revenues | 2,397,397 | 7,888 | 11,013 | 140,390 | 28,152 | 2,584,840 |
| EXPENDITURES | | | | | | |
| Current: | | | | | | |
| General government | 582,552 | - | - | - | - | 582,552 |
| Public safety | 924,383 | - | - | - | - | 924,383 |
| Streets and transportation | 236,839 | - | - | - | - | 236,839 |
| Health and sanitation | 370,634 | - | - | - | - | 370,634 |
| Culture and recreation | - | - | - | 174,230 | - | 174,230 |
| Total expenditures | 2,114,408 | - | - | 174,230 | - | 2,288,638 |
| Excess (deficiency) of revenues over expenditures | 282,989 | 7,888 | 11,013 | (33,840) | 28,152 | 296,202 |
| OTHER FINANCING SOURCES (USES) | | | | | | |
| Transfers in | 184,086 | - | - | - | - | 184,086 |
| Transfers out | - | - | (184,086) | - | - | (184,086) |
| Total other financing sources (uses) | 184,086 | - | (184,086) | - | - | - |
| Net change in fund balances | 467,075 | 7,888 | (173,073) | (33,840) | 28,152 | 296,202 |
| Fund balances - beginning | 1,166,132 | 8,405 | 610,110 | 520,902 | - | 2,305,549 |
| Fund balances - ending | \$ 1,633,207 | \$ 16,293 | \$ 437,037 | \$ 487,062 | \$ 28,152 | \$ 2,601,751 |

See accompanying notes and independent auditor's report.

**TOWN OF STAR CITY, WEST VIRGINIA
RECONCILIATION OF STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2024**

| | | |
|--|----|-----------------------|
| Net change in fund balances - total governmental funds | \$ | 296,202 |
| Amounts reported for governmental activities in the statement of activities are different because: | | |
| Contributions made after the measurement date | | 10,820 |
| Pension and OPEB expenses and changes | | 90,108 |
| Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position. This is the net of debt proceeds and repayment: | | 42,776 |
| Capital outlays are reported as an expenditure in the governmental funds. In the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount of capital outlays exceeded depreciation expense during the year. | | <u>99,220</u> |
| Change in net position of governmental activities | \$ | <u><u>539,126</u></u> |

See accompanying notes and independent auditor's report.

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TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
June 30, 2024

| | <u>Water</u> | <u>Sewer</u> | <u>Total Enterprise Funds</u> |
|-------------------------------|--------------------------|--------------------------|-----------------------------------|
| Assets | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 14,480 | \$ 425 | \$ 14,905 |
| Receivables: | | | |
| Accounts, net | 46,144 | 44,346 | 90,490 |
| Due from: | | | |
| Other funds | <u>358,237</u> | <u>-</u> | <u>358,237</u> |
| Total current assets | <u>418,861</u> | <u>44,771</u> | <u>463,632</u> |
| Capital assets: | | | |
| Nondepreciable: | | | |
| Land | - | 40,486 | 40,486 |
| Depreciable: | | | |
| Furniture and equipment | - | 209,352 | 209,352 |
| Intangible plant | 556,664 | 273,338 | 830,002 |
| Less accumulated depreciation | <u>(509,113)</u> | <u>(447,206)</u> | <u>(956,319)</u> |
| Total capital assets | <u>47,551</u> | <u>75,970</u> | <u>123,521</u> |
| Total assets | <u>\$ 466,412</u> | <u>\$ 120,741</u> | <u>\$ 587,153</u> |

See accompanying notes and independent auditor's report.

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TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
June 30, 2024

| | Water | Sewer | Total Enterprise Funds |
|---|-------------------|-------------------|---------------------------|
| Liabilities | | | |
| Current liabilities payable from current assets: | | | |
| Accounts payable | \$ 19,494 | \$ 77,271 | \$ 96,765 |
| Payroll payable | 1,555 | 1,021 | 2,576 |
| Compensated absences payable | 6,551 | 6,551 | 13,102 |
| Customer deposits | 35,049 | - | 35,049 |
| Due to other funds | - | 87,487 | 87,487 |
| Total current liabilities | 62,649 | 172,330 | 234,979 |
| Noncurrent liabilities due within one year: | | | |
| Notes payable | 7,921 | 7,921 | 15,842 |
| Noncurrent liabilities due in more than one year: | | | |
| Notes payable | 16,784 | 16,784 | 33,568 |
| Total noncurrent liabilities | 24,705 | 24,705 | 49,410 |
| Net Position | | | |
| Net investment in capital assets | 22,846 | 51,265 | 74,111 |
| Unrestricted | 356,212 | (127,559) | 228,653 |
| Total net position | 379,058 | (76,294) | 302,764 |
| Total liabilities and net position | \$ 466,412 | \$ 120,741 | \$ 587,153 |

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN
FUND NET POSITION - PROPRIETARY FUNDS
For the Fiscal Year Ended June 30, 2024

| | Water | Sewer | Total Enterprise Funds |
|---|-----------------------|------------------------|---------------------------|
| Operating Revenues | | | |
| Sales and services to customers | \$ 455,603 | \$ 428,041 | \$ 883,644 |
| Miscellaneous | 37,419 | 329 | 37,748 |
| Total revenues | 493,022 | 428,370 | 921,392 |
| Operating Expenses | | | |
| Personnel services | 105,920 | 86,409 | 192,329 |
| Contracted services | 12,579 | 7,303 | 19,882 |
| Insurance | 5,983 | - | 5,983 |
| Administrative and general | 2,179 | 6,230 | 8,409 |
| Materials and supplies | 25,534 | 11,372 | 36,906 |
| Utilities | 203,403 | 284,842 | 488,245 |
| Miscellaneous | 2,290 | 3,182 | 5,472 |
| Depreciation | 11,182 | 10,814 | 21,996 |
| Total operating expenses | 369,070 | 410,152 | 779,222 |
| Operating income (loss) | 123,952 | 18,218 | 142,170 |
| Non-Operating Revenues (Expenses) | | | |
| Investment income | 295 | 9 | 304 |
| Interest on bonds and note obligations | (340) | (378) | (718) |
| Total non-operating revenue (expenses) | (45) | (369) | (414) |
| Change in net position | 123,907 | 17,849 | 141,756 |
| Total net position - beginning | 255,151 | (94,143) | 161,008 |
| Total net position - ending | \$ 379,058 | \$ (76,294) | \$ 302,764 |

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
For the Fiscal Year Ended June 30, 2024

| | Water | Sewer | Total Enterprise Funds |
|--|------------------|-----------------|---------------------------|
| Cash Flows from Operating Activities | | | |
| Cash received from customers | \$ 487,924 | \$ 427,842 | \$ 915,766 |
| Cash paid for goods and services | (380,727) | (339,479) | (720,206) |
| Cash paid for employees | (103,218) | (83,885) | (187,103) |
| Net cash provided (used) by operating activities | <u>3,979</u> | <u>4,478</u> | <u>8,457</u> |
| Cash Flows from Capital and Related Financing Activities | | | |
| Acquisition of capital assets | (16,394) | (16,394) | (32,788) |
| Proceeds from notes payable | 16,394 | 16,394 | 32,788 |
| Principal paid on notes | (3,651) | (4,101) | (7,752) |
| Interest paid on notes | (340) | (378) | (718) |
| Net cash provided (used) by capital and related financing activities | <u>(3,991)</u> | <u>(4,479)</u> | <u>(8,470)</u> |
| Cash Flows from Investing Activities | | | |
| Investment income | 295 | 9 | 304 |
| Net cash provided (used) by investing activities | <u>295</u> | <u>9</u> | <u>304</u> |
| Net increase (decrease) in cash and cash equivalents | 283 | 8 | 291 |
| Cash and cash equivalents, beginning | 14,197 | 417 | 14,614 |
| Cash and cash equivalents, ending | <u>\$ 14,480</u> | <u>\$ 425</u> | <u>\$ 14,905</u> |
| Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities | | | |
| Operating income (loss) | \$ 123,952 | \$ 18,218 | \$ 142,170 |
| Adjustment to reconcile operating income (loss) to net cash provided (used) by operating activities: | | | |
| Depreciation | 11,182 | 10,814 | 21,996 |
| Changes in assets and liabilities: | | | |
| (Increase) decrease in accounts receivable | (5,098) | (528) | (5,626) |
| (Increase) decrease in due from other funds | (116,804) | - | (116,804) |
| Increase (decrease) in accounts payable | (14,464) | (15,873) | (30,337) |
| Increase (decrease) in payroll payable | 469 | 291 | 760 |
| Increase (decrease) in due to other funds | - | (10,677) | (10,677) |
| Increase (decrease) in compensated absences | 2,233 | 2,233 | 4,466 |
| Increase (decrease) in customer deposits | 2,509 | - | 2,509 |
| Net cash provided (used) by operating activities | <u>\$ 3,979</u> | <u>\$ 4,478</u> | <u>\$ 8,457</u> |

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF FIDUCIARY NET POSITION - FIDUCIARY FUND
June 30, 2024

| | Policemen's Pension Fund |
|---|-----------------------------|
| ASSETS | |
| Cash and deposits | \$ 75,358 |
| Employee contributions receivable | 857 |
| Investments, at fair value: | |
| Equities | 1,446,400 |
| Fixed income | 516,152 |
| Other investments | 320,696 |
| Total investments | 2,283,248 |
| Total assets | \$ 2,359,463 |
| NET POSITION | |
| Net position held in trust for pension benefits | \$ 2,359,463 |

See accompanying notes and independent auditor's report.

TOWN OF STAR CITY, WEST VIRGINIA
STATEMENT OF CHANGES IN FIDUCIARY
NET POSITION - FIDUCIARY FUND
For the Fiscal Year Ended June 30, 2024

| | Policemen's Pension Fund |
|---|-----------------------------|
| ADDITIONS | |
| Contributions | |
| Employer | \$ - |
| Plan members | 12,292 |
| | 12,292 |
| Total contributions | 12,292 |
| | |
| Investment income | |
| Interest and dividends | 62,040 |
| Net realized and unrealized gains (losses) | 194,890 |
| Net gain (loss) on sale of investments | 1,585 |
| | 258,515 |
| Net investment income | 258,515 |
| | |
| Total additions | 270,807 |
| | |
| DEDUCTIONS | |
| Benefit payments | 74,168 |
| Administrative expenses | 23,407 |
| | 97,575 |
| Total deductions | 97,575 |
| | |
| Change in net position | 173,232 |
| | |
| Net position held in trust for pension benefits | |
| Beginning of year | 2,186,231 |
| End of year | \$ 2,359,463 |

See accompanying notes and independent auditor's report.



STAR CITY

- 1.) Q. How many customers does Star City have?
A. Star City bills 956 water and 956 wastewater customers.

- 2.) Q. How do Star City rates compare to Morgantown? Are they lower?
A. See Attached comparison between MUB and Star City Tariffs.

- 3.) Q. Was an independent appraisal conducted?
A. No. Star City assets are being given to MUB without cost.

- 4.) Q. Was an independent engineering assessment conducted?
A. Due diligence was conducted internally by MUB’s Engineering and Maintenance Staff.

- 5.) Q. How is the acquisition being paid for?
A. Star City assets are being given to MUB without cost.

- 6.) Q. How does this impact MUB’s debt capacity?
A. Star City has \$0 debt.

- 7.) Q. What is the estimated 10-year capital need for the system? Capital needs will be paid for by revenues from Star City customers.
A. Currently, revenues are estimated to be greater than capital needs. Rates can be adjusted to reflect future capital needs.

- 8.) Q. Are Star City ratepayers not being subsidized by Morgantown/existing ratepayers? Please explain because current rates could not sustain operations under Star City operations.
A. Current Star City rates do support its operations. Ratepayers outside of Star City will not subsidize Star City.

- 9.) Q. Why was no escrow or capital reserve required to reduce risk on MUB and existing ratepayers?
A. MUB will receive approximately \$360,000 in cash from their operating funds.

- 10.) Q. How will any undisclosed emergent infrastructure and/or environmental issues be dealt with?
A. Any unexpected costs will be covered by rates from Star City customers.

- 11.) Q. What operational or staffing changes will be required and are those built into the proposed rates?
A. None are anticipated currently.

- 12.) Q. What reporting or performance monitoring will be in place to evaluate and provide transparency on this acquisition?
A. MUB will setup a job to keep track of various expenses; Power & Fuel, Engineering Labor/Materials, Shop Labor/Materials, Meter Reading and Customer Service expenses. These accounts will keep track of expenses up to June 30, 2026, to aid in the completion of Star City’s Annual PSC (water, sewer) reports. These accounts will stay active

in MUB's system for the following fiscal year to verify all expenses and revenues are accountable and will be rolled into MUB's Annual Reports FYE 2027.

- 13.) Q. How does this acquisition impact system capacity (hydraulic and treatment)?
A. Star City is a bulk (Sale for Resale) customer of MUB. Flows are currently accounted for.
- 14.) Q. How is system capacity tracked and has it been modeled to analyze this acquisition under stress conditions?
A. Star City currently obtains its water and sanitary sewer services from MUB and MUB's system has been modeled in detail.



Morgantown Utility Board

Post Office Box 852 Morgantown, WV 26507-0852

Phone: (304) 292-8443 Email: mubmail@mub.org Website: mub.org

MUB and Star City Tariffs

WATER

| MUB | | Star City | |
|-------------|--------|-------------|---------|
| First 60 | \$6.36 | First 50 | \$9.66 |
| All over 60 | \$4.16 | All over 50 | \$6.61 |
| Minimum | \$6.36 | Minimum | \$19.32 |

Star City's tariff brings in \$15,053 more per month \$180,000/year

SEWER

| MUB | | Star City | |
|-------------|---------|-------------|---------|
| First 60 | \$10.69 | First 0-2 | \$10.33 |
| All over 60 | \$9.18 | 2 - 50 | \$9.21 |
| | | All over 50 | \$7.97 |
| Minimum | \$10.69 | Minimum | \$20.66 |

Star City's tariff brings in \$603 more per month \$7,200/year

** Used Star City's data for the month of January 2025



City Council Agenda Item Summary

Council Meeting Date: 2/3/2026

Item: Ordinance Authorizing Acquisition of Real Property by eminent domain for Lower Greenmont Park/Open Space in CDBG Plan

Department: City Manager

Requested By: City Attorney

Strategic Goal: Connected and Well-Maintained – Responsible Asset Management

Recommended Motion: Move to approve the ordinance.

Item Summary: The City’s CDBG Annual Action Plans are currently focused on improvements to Lower Greenmont, including creation of a park/open space area between Pennsylvania Avenue and Decker’s Creek. The City and Land Reuse and Preservation Agency have acquired much of the property needed for this plan, but two additional parcels are planned for acquisition with current CDBG funds. Due to CDBG timing constraints – and potentially due to limits on the amount of funds that can be spent to acquire the properties – this ordinance would authorize the city manager to institute proceedings to acquire these parcels by eminent domain if necessary. The City has had appraisals of these properties performed and sent offers to purchase the property to the owners at the appraised value. In the event the City is not able to reach terms with the property owners consistent with CDBG requirements, this ordinance would authorize acquiring the property through eminent domain proceedings, which involves a process to ensure the property owner receives fair market value for the property.

Fiscal Impact: This item involves expenditure of CDBG grant funds allocated for the purpose in the ordinance. Timely spending the funds ensures that future years’ CDBG funds are released to the City and available for program purposes. The project, when completed, will require ongoing maintenance with City staff. The property is mostly in the floodplain, and current plans envision mostly passive recreation on-site, indicating that fiscal impact is likely limited to grant fund expenditures and maintenance rather than capital improvement needs.

Ordinance No. 2026-_____

AN ORDINANCE OF THE CITY OF MORGANTOWN
AUTHORIZING ACQUISITION OF REAL ESTATE
NECESSARY TO COMPLETE CDBG ACTION PLAN
THROUGH EMINENT DOMAIN PROCEEDINGS

The City of Morgantown hereby ordains as follows:

Section 1. Findings and Purpose. The City of Morgantown receives Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383), as amended, (the Act) which funds are allocated for the purpose of elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs. Consistent with the Act, the City has adopted Five-Year Consolidated Plans and Annual Action Plans to expend CDBG funds for designated purposes permitted under the Act. The Annual Action Plans for Fiscal Years 2019, 2020, 2023, and 2025 include activities designated “Lower Greenmont Neighborhood Park Improvements.” These activities include the acquisition, demolition, clearance, and preparation of property necessary to establish the park or open space identified in the Annual Action Plans. Pursuant to the Act, and the City’s adopted plans, the City is required to expend CDBG funds within certain timelines to accomplish the Annual Action Plan activities. The City is undertaking efforts to purchase the designated property for the “Lower Greenmont Neighborhood Park Improvements” multi-year funded activities by negotiation with the identified property owners, and consistent with the requirements of the Act. In the event that the City and the identified property owners are unable to agree on a transfer of the designated property or unable to accomplish such transfer, the City intends to accomplish this program activity by acquiring the designated property for a fair and adequate compensation as permitted by Chapter 54 of the West Virginia Code. This ordinance is adopted to delegate to the City Manager the authority to institute proceedings to acquire the property in accordance with Chapter 54 of the West Virginia Code in the event that such proceedings are required in order to complete the activity consistent with the timelines established by the Act, its implementing rules and regulations, and the applicable Annual Action Plan.

Section 2. Authorization to institute eminent domain proceedings to acquire property.

In accordance with, and for the purposes stated in, Section 1 of this Ordinance, the City Manager is authorized to institute eminent domain proceedings, as authorized by Chapter 54 of the West Virginia Code and applicable state and/or federal laws and regulations, to acquire the following real property:

1. Parcel ID: 31-10-0030-0048-0000, also described as Block 12 ½, Lot 4 of Homeside Addition, and addressed as 657 Pennsylvania Avenue, Morgantown, West Virginia
2. Parcel ID: 31-10-0029-0130-0000, also described as Block 12 ½, Lot 10 of Homeside Addition, and addressed as 629 Pennsylvania Avenue, Morgantown, West Virginia

Section 3. Repeal, Savings, Severability.

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

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

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

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

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

Section 5. Recording of ordinance. The City Clerk is directed to obtain all signatures required by the form of Ordinance adopted and maintain an executed original ordinance with the official records of the City of Morgantown, to be maintained, preserved, and accessed in accordance with the laws of the State of West Virginia and the City of Morgantown, and to take the following additional actions: None.

FIRST READING: _____

Mayor

SECOND READING: _____

City Clerk

ADOPTED: _____

FILED: _____