AMENDED AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
July 16, 2019
7:00 p.m.

1. CALL TO ORDER:

2. ROLL CALL:

3. PLEDGE TO THE FLAG:


5. CORRESPONDENCE:

6. PUBLIC HEARINGS:

7. UNFINISHED BUSINESS:
   A. BOARDS & COMMISSIONS:

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

9. SPECIAL COMMITTEE REPORTS:

10. CONSENT AGENDA:

11. NEW BUSINESS:


   C. Consideration of A RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT SUNCREST MIDDLE SCHOOL

   D. Consideration of A RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT SOUTH MIDDLE SCHOOL

   E. Consideration of A RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT MORGANTOWN HIGH SCHOOL

   F. Consideration of A RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT MOUNTAINEER MIDDLE SCHOOL
G. Consideration of a Resolution Approving Agreement with Monongalia County for Animal Control

12. CITY MANAGER'S REPORT:

INFORMATION:

1. PROPOSED ANNEXATION PLAN
2. NOISE PERMIT WAIVER – SABRATON STATION | MOUNTAIN FEST

NEW BUSINESS:

1. SECOND STREET METERED PARKING AND CHANGE IN TRAFFIC FLOW
2. FAIR AND FESTIVAL PERMIT - VETERANS HUMP EVENT
3. FAIR AND FESTIVAL PERMIT – MAIN STREET MORGANTOWN HOPS ON THE MOON EVENT
4. SPONSORSHIP OF MONONGALIA COUNTY HOUSEHOLD HAZARDOUS WASTE COLLECTION DAY
5. REQUEST FROM MOUNTAINEER BOYS AND GIRLS CLUB

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. EXECUTIVE SESSION: Pursuant to West Virginia Code Section 6-9(A)4 (2)(B) (12) to discuss Litigation.

17. ADJOURNMENT:

*If you need an accommodation contact us at (304) 284-7439*
REGULAR MEETING July 2, 2019: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, July 2, 2019, at 7:00 pm.

OATH OF OFFICE FOR CITY COUNCIL 2019-2020: New City Council members for the 2019-2021 term took their oath of office in a ceremony led by City Clerk Christine M. Wade.

ELECTION OF MAYOR AND DEPUTY MAYOR:

Motion by Selin, second by Fetty, to appoint Bill Kawecki as Mayor. Motion carried 7-0.

Motion by Kawecki, second by Wendell, to appoint Jenny Selin as Deputy Mayor. Motion failed 2-5. Rachel Fetty and Bill Kawecki voting yes.

Motion by Dulaney, second by Selin, to appoint Rachel Fetty as Deputy Mayor. Motion carried 5-2 with Rachel Fetty, and Bill Kawecki voting no.

ROLL CALL: Deputy Mayor Rachel Fetty, Zachary Cruze, Jenny Selin, Ron Dulaney, Dave Harshbarger, Barry Wendell and Mayor Kawecki.

PRESENT: City Manager Paul Brake, City Clerk Christine Wade. City Attorney Ryan Simonton, Assistant City Manager Emily Muzzarelli was absent.

The meeting was called to order by Mayor Kawecki.

APPROVAL OF MINUTES: June 4, 2019, and June 18, 2019, Regular Meeting minutes were approved as printed, by consensus. June 4, 2019 Special Meeting minutes was approved as corrected, by consensus.

CORRESPONDENCE: Councilor Cruze received an email from Barbara Howell representing the Community Coalition for Social Justice, and they wanted to make it known that they support the passage of the Ordinance on Bullying. Deputy Mayor Fetty announced that she received an abundant of emails regarding the City’s Annexation Plan and stated that she would forward those along. Councilor Wendell announced that he has received emails regarding the following: 3 supporting the PRT, 1 thanking Council for supporting the Paris Climate Agreement Ordinance, and approximately 54 people who are opposed to the proposed Annexation Plan.

PUBLIC HEARING – AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF 40 PARCELS OF REAL ESTATE IN THE FIFTH WARD OF THE CITY OF MORGANTOWN FROM B-2, SERVICE BUSINESS DISTRICT TO R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN

Mayor Kawecki declared the Public Hearing open.

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

PUBLIC HEARING – AN ORDINANCE AMENDING SECTIONS 1329.02, 1333.07, 1335.07, 1337.07, AND 1339.07 OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE RELATING TO FRONT-LOAD GARAGE

Mayor Kawecki declared the Public Hearing open.

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

PUBLIC HEARING – AN ORDINANCE PROHIBITING BULLYING IN CITY SERVICES, ACTIVITIES, PROGRAMS, AND FACILITIES SERVING YOUTH

Mayor Kawecki declared the Public Hearing open.

Please see below those that spoke in favor of the bullying ordinance:
Gillan Icelanderson stated that this Ordinance would not stop the bullying.

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

**UNFINISHED BUSINESS:**

**AN ORDINANCE PROVIDING ZONING RECLASSIFICATION OF 40 PARCELS OF REAL ESTATE IN THE FIFTH WARD OF THE CITY OF MORGANTOWN:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE PROVIDING FOR THE ZONING RECLASSIFICATION OF 40 PARCELS OF REAL ESTATE IN THE FIFTH WARD OF THE CITY OF MORGANTOWN FROM B-2, SERVICE BUSINESS DISTRICT TO R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT BY AMENDING ARTICLE 1331 OF THE PLANNING AND ZONING CODE OF THE CITY OF MORGANTOWN AS SHOWN ON THE EXHIBIT HERETO ATTACHED AND DECLARED TO BE A PART OF THIS ORDINANCE AS IF THE SAME WERE FULLY SET FORTH HEREIN

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

**AN ORDINANCE AMENDING SECTIONS OF THE PLANNING AND ZONING CODE RELATING TO FRONT-LOAD GARAGE:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE AMENDING SECTIONS 1329.02, 1333.07, 1335.07, 1337.07, AND 1339.07 OF THE CITY OF MORGANTOWN PLANNING AND ZONING CODE RELATING TO FRONT-LOAD GARAGE

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

**AN ORDINANCE PROHIBITING BULLYING IN CITY SERVICES, ACTIVITIES, PROGRAMS, AND FACILITIES SERVING YOUTH:** The below entitled Ordinance was presented for second reading.

AN ORDINANCE PROHIBITING BULLYING IN CITY SERVICES, ACTIVITIES, PROGRAMS, AND FACILITIES SERVING YOUTH

City Manager explained. After discussion, motion by Deputy Mayor Fetty, second by Dulaney, to approve the above entitled Ordinance. Motion carried 7-0.

**BOARDS & COMMISSIONS:** Mayor Kawecki asked the new council members to choose which Board/Commission/Committee they would like to sit on.

**PUBLIC PORTION:**

Mayor Kawecki declared the Public Portion open.

The following people spoke in favor of the Sabraton Station noise Ordinance waiver petition to extend the hours from 10pm to midnight for Wednesday and Thursday night, July 24, and 25, 2019, for MountainFest:

- Craig Wolfe
- Dustin Barnes
- Monica Andis
- Keisha White
- Eric Belldina
- Susan Barnes
- Lori Maxon
- Ashley Bennett
- Lasaya Giet
- Summer Cane
Kevin Maxon, Norwood neighborhood, spoke against the Sabraton Station noise waiver petition.

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

**SPECIAL COMMITTEE REPORTS:** None

**CONSENT AGENDA:** None

**NEW BUSINESS:** None

**CITY MANAGER’S REPORT:**

**New Business:**

1. **ABCA Floor Plan Extension – Sabraton Station/MountainFest Event**

   City manager explained, after discussion, motion by Dulaney, second by Selin, to approve the Floor Plan Extension for Sabraton Station. This would allow for Sabraton Station to serve alcohol outside of their normal business parameters for the celebration of MountainFest taking place July 24 – 27, 2019. Motion carried 7-0.

2. **BID Call 2019 VoIP Phone System Equipment/installation purchase**

   City Manager explained, after discussion, motion by Selin, second by Dulaney, to approve the VoIP Phone System Equipment and Installation purchase. This would allow Segra to host the systems for city buildings. This service would cost the city $300,000 over a 5- year period. Motion carried 6-1 with Deputy Mayor Fetty voting no.

**Information:**

1. City Manager spoke about the annexation open houses that will take place throughout the month of July. The open houses will be interactive in style with several stations set up to present information about the different aspects of the annexation plan.

2. Shared thanks for allowing him to participate at Harvard Kennedy School

**REPORT FROM CITY CLERK:** City Clerk Christine M. Wade spoke about the meeting with the League of Women Voter’s and shared that our office is responding to the comments received during the meeting. City Clerk reached out to some of her partners regarding diversity and inclusion training. She also reached out to WVU of Social Work as well. She shared her vision, to provide online on-demand training for the poll workers. City Clerk announced the dates for the WVML Summer Conference with Council and the deadlines to sign up.

**REPORT FROM CITY ATTORNEY:** Absent

**REPORT FROM COUNCIL MEMBERS:**

**Deputy Mayor Fetty:** Thanked Council for the nomination of Deputy Mayor. She stated that because she is the Deputy Mayor, she is nominating Councilor Dulaney to the Parking Authority. She mentioned the 3rd Annual Morgantown Housing Fair will be taking place on July 13, 2019 and noted that there are still some spots available to participate in the fair. She mentioned that the First Ward Neighborhood Association Meeting will be on July 22, 2019 and looks forward to hearing from everyone.

**Councilor Cruze:** Thanked those who come out to speak in support of Sabraton Station. He encouraged everyone to visit the Morgantown Public Library as they have many activities going on in July. He mentioned that the Wiles Hill Neighborhood Association meeting will be on July 17, 2019, at 7:30 p.m.

**Councilor Selin:** Thanked Deputy Mayor Fetty, and Councilor Dulaney for their nomination for Deputy Mayor. She announced that there are seats open on the Boards and Commissions that needs to be filled this month. She mentioned to
the new members of the Boards and Commissions, if they have questions, they can always reach out to other Board and Commission members to get a taste of what it is all about. She thanked those who come out tonight to speak during the public portion. She announced that on behalf of the Celebration of America Committee music will be on the Courthouse Square at 5:00 pm with the parade starting at 6:00 p.m. Randy Mazy, WVU Baseball Coach will be the Parade Marshall this year. She mentioned the bike decorating contest and stated that applications are available online, at the City Clerk’s office and at Tanner’s Alley on High Street. She encouraged anyone that is interested to sign up they can do so the day of and will meet at the Zacquill Morgan Statue in front of the Public Safety Building. She mentioned that this year the City will not have fireworks but recommended going to the Ball Park to watch them this year or anywhere else that are having them. Suncrest Neighborhood Association will be holding their picnic at Krepps Park at 5:00 pm with potluck. Bumper Jackson will be playing at Krepps Park at 7:00 pm.

**Councilor Dulaney:** He mentioned that the Morgantown History Museum will be having its annual Best Chef’s Cookoff on August 1, 2019 and tickets are on sale for $30.00. There is entertainment and a silent auction that will be held. He encourages everyone to come out and have a good time. He mentioned that the Woodburn School Redevelopment Commission met recently, and concerns were brought forth from a tenant. He mentioned that the next meeting will be held at the end of July and hopefully will have some updates from the City Manager on how those concerns are being addressed.

**Councilor Harshbarger:** Stated that he looks forward to spending time with Council the next 2 years.

**Councilor Wendell:** Provided the following.

*We met last week on Thursday for a Council initiation, and it was great to be introduced or reintroduced to the department heads who work for the city. Their expertise is appreciated, and I know it is a labor of love for them.*

*I left that meeting early because my sister had arrived from Maryland for a visit that afternoon. Since Thursday, we have eaten at Yama on Fayette Street, worshipped at Tree of Life on South High Street, and visited an artists' show on Cherry Street in Greenmont. My sister swam at Krepps Park pool. She was impressed with the "pirate ship" and with the politeness of the many children at the pool. She played mah-jongg with friends from South Park. Morgantown is an impressive and friendly place for visitors.*

*There has been a national debate about the use of the term "concentration camps" regarding detention of asylum seekers, and children without parents or guardians, on the southern border of the United States. Supporters of the camps have labeled the term disrespectful of the history of Jews killed by the Nazis during World War II. Concentration camps in Europe included places where people, not just Jews, were held in inhumane conditions, whether or not they were murdered. From what I have seen, the camps on the border, to the everlasting shame of our country, do qualify as "concentration camps."

*I visited Crawford County, Ohio, a small county with a declining population, last week Monday to Wednesday. The county seat and largest city is Bucyrus. The second-largest town, Galion, has a streamline modern movie theater, now used as the home of a community theater. My wish is that we could acquire and rehab the Warner on High Street for movies, or as a community theater center.*

*Thanks to our friends and family who came out for us tonight.*

*I am still in favor of the proposed annexation of areas outside the current city boundaries. I have read all of the opposing emails I received. I hope that we will be able to tell this story from the point of view of the city in the coming weeks. As Barb Howe suggested, we should notify all property owners, and I would add all tenants, of the upcoming meetings, although the meetings have been widely publicized.*

*I wish a warm welcome to Zach Cruze and Dave Harshbarger and a hearty "Welcome Back" to Rachel Fatty, Bill Kawecki, Jenny Selin, and Ron Dulaney, Jr. We have our work cut out for us these next two years.*

**Mayor Kawecki:** He announced that there is a vacancy on the Metropolitan Planning Organization Board and that Councilor Dulaney is an alternate because the meeting date and time is a conflict with another board or commission that he currently serves on. He asked council if anyone was interested. Thanked the City Clerk for having the announcements ready to read. **Announcements:** *July 4, 2019 - 18 Strings to play at the Morgantown Brewing Company at 6pm with a live performance; Celebration of America Parade down High Street 6pm; July 5, 2019 – Friday Family Walk at the Botanic Gardens 10am; July 6, 2019 – Chimp Day at the Spark, $2 to help celebrate World Chimpanzee Day 10am; July 7, 2019 –*
Outlander Plants at the Botanic Gardens at 2pm; **July 8, 2019** – Morgantown Public Library Stranger Things Craft Night at 6pm, Steel Drum Camp at BOPARC 7:30am; **July 9, 2019** – Evening Yoga in the Garden, $12 at the Botanic Garden 7pm, Women’s Assault Prevention and Response Part 1, Defense in Depth on Earl Core Road 6pm; **July 11, 2019** – Krepps Kritters (ages 3-6) Krepps Park 10am; **July 12, 2019** – Stepping Stones Jim Dunn Run on the Wharf, $35 with a spaghetti dinner.

**ADJOURNMENT:** There being no further business, motion by Wendell, second by Dulaney, to adjourn the meeting.
Time: 9:12 p.m.

City Clerk

Mayor

* ALL COUNCIL MEETINGS ARE AVAILABLE ON DVD IN THE CITY CLERKS OFFICE*

The City of Morgantown hereby ordains:

That the FY 2019-2020 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01) attached hereto and made a part of this ordinance.

First Reading:

Adopted: Mayor

Filed:

Recorded: City Clerk
<table>
<thead>
<tr>
<th>ACCT NO</th>
<th>REVENUES</th>
<th>ADOPTED BUDGET FY20</th>
<th>PROPOSED REV 01</th>
<th>PROPOSED AMENDED BUDGET</th>
<th>EXPLANATION OF PROPOSED ADJUSTMENTS</th>
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</thead>
<tbody>
<tr>
<td>299</td>
<td>Fund Balance Unassigned</td>
<td>2,000,000</td>
<td>1,400,000</td>
<td>3,400,000</td>
<td>Adjust to actual estimate as of 7/10/19</td>
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<td></td>
<td></td>
<td></td>
<td>1,400,000</td>
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<tr>
<td>ACCT NO</td>
<td>EXPENDITURES</td>
<td>ADOPTED BUDGET FY20</td>
<td>PROPOSED REV 01</td>
<td>PROPOSED AMENDED BUDGET</td>
<td>EXPLANATION OF PROPOSED ADJUSTMENTS</td>
</tr>
<tr>
<td>699</td>
<td>Contingency</td>
<td>280,445</td>
<td>545,900</td>
<td>826,345</td>
<td>Excess of total revenues to total expenses, up to 10% of General Fund budget allowed to be carried as Contingency amount</td>
</tr>
<tr>
<td>412</td>
<td>City Manager</td>
<td>915,428</td>
<td>27,500</td>
<td>942,928</td>
<td>To fund an earlier hire date for the IT Manager for on-going Police and City Hall projects (see police officer FTE vacancies below)</td>
</tr>
<tr>
<td>414</td>
<td>Finance</td>
<td>1,077,586</td>
<td>15,000</td>
<td>1,092,586</td>
<td>Training for new software modules and lease payments for office equipment</td>
</tr>
<tr>
<td>417</td>
<td>City Attorney</td>
<td>460,000</td>
<td>525,000</td>
<td>985,000</td>
<td>2019 budgeted amount for the Forest Avenue lawsuit settlement. Approved by Council on 2/19/2019 and unpaid as of the end of budget year 6/30/2019.</td>
</tr>
<tr>
<td>422</td>
<td>Human Resources</td>
<td>378,710</td>
<td>20,000</td>
<td>398,710</td>
<td>2019 unused budget amount for employee healthy living week and wellness screenings</td>
</tr>
<tr>
<td>439</td>
<td>IT</td>
<td>345,010</td>
<td>20,000</td>
<td>365,010</td>
<td>IT consulting for on-going project support for Police Dept and City Hall projects</td>
</tr>
<tr>
<td>444</td>
<td>Contribution to Other Funds</td>
<td>5,410,440</td>
<td>250,000</td>
<td>5,660,440</td>
<td>Other Post Employment Benefit Fund contribution for retiree health insurance costs</td>
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<tr>
<td>706</td>
<td>Police</td>
<td>8,984,181</td>
<td>(18,400)</td>
<td>8,965,781</td>
<td>Replacement cost for totaled vehicle $29,100 (insurance claim payment of $21,528 was received on 5/21/2019) and reduction to salaries and wages for current vacant positions -$47,500 to fund the earlier start date for IT Manager and for IT consulting</td>
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<td>900</td>
<td>BOPARC</td>
<td>1,640,900</td>
<td>15,000</td>
<td>1,655,900</td>
<td>To cover amount not funded by the County for the Sounds of Summer 2020 entertainment series</td>
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## REQUEST FOR REVISION TO APPROVED BUDGET

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

<table>
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<tr>
<th>GOVERNMENT ENTITY</th>
<th>Municipality</th>
<th>Government Type</th>
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<tbody>
<tr>
<td>City of Morgantown</td>
<td>369 Spruce Street</td>
<td>Morgantown 26508</td>
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<table>
<thead>
<tr>
<th>REVENUES: (net each acct.)</th>
<th>PREVIOUSLY</th>
<th>REVISED</th>
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<tbody>
<tr>
<td>ACCOUNT NUMBER</td>
<td>DESCRIPTION</td>
<td>APPROVED AMOUNT</td>
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<tr>
<td>299</td>
<td>Unassigned Fund Balance</td>
<td>2,000,000</td>
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<tr>
<td>#/N/A</td>
<td>#/N/A</td>
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**NET INCREASE/(DECREASE) Revenues (ALL PAGES):** 1,400,000

**Explanation for Account # 378, Municipal Specific:**

**Explanation for Account # 369, Contributions from Other Funds:**

<table>
<thead>
<tr>
<th>EXPENDITURES: (net each account category)</th>
<th>PREVIOUSLY</th>
<th>REVISED</th>
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<tbody>
<tr>
<td>ACCOUNT NUMBER</td>
<td>DESCRIPTION</td>
<td>APPROVED AMOUNT</td>
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<tr>
<td>412</td>
<td>City Manager's Office</td>
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<tr>
<td>414</td>
<td>Finance Office</td>
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<td>417</td>
<td>City Attorney</td>
<td>460,000</td>
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<td>378,710</td>
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<tr>
<td>439</td>
<td>Data Processing</td>
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<tr>
<td>444</td>
<td>Contributions / Transfers to Other Funds</td>
<td>5,410,440</td>
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<tr>
<td>699</td>
<td>Contingencies*</td>
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<td>700</td>
<td>Police Department</td>
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<tr>
<td>900</td>
<td>Parks &amp; Recreation</td>
<td>1,640,900</td>
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**NET INCREASE/(DECREASE) Expenditures:** 1,400,000

**APPROVED BY THE STATE AUDITOR**

**AUTHORIZED SIGNATURE**  
**APPROVAL DATE**

The City of Morgantown hereby ordains:

That the FY 2019-2020 Annual Budget of the Coal Severance Fund of the City of Morgantown is amended as shown in the revised budget (Revision 01) attached hereto and made a part of this ordinance.

First Reading:

Adopted: Mayor

Filed:

Recorded: City Clerk
### REQUEST FOR REVISION TO APPROVED BUDGET

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

City of Morgantown
GOVERNMENT ENTITY

Person To Contact Regarding Request:
Name: James M. Goff
Phone: 304-284-7407
Fax: 304-284-7418

Municipality
Goverment Type

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<tr>
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<th>(DECREASE)</th>
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<td>299</td>
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NET INCREASE/(DECREASE) Revenues (ALL PAGES) -5,315

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

### EXPENDITURES:

(WV CODE 7-1-9)

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>PREVIOUSLY Approved Amount</th>
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<th>(DECREASE)</th>
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<td>699</td>
<td>Contingencies*</td>
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NET INCREASE/(DECREASE) Expenditures -5,315

Approved by the State Auditor

Deputy State Auditor, Local Government Services Division Date

Authorized Signature of Entity Approval Date
RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A PREVENTION RESOURCE OFFICER AT SUNCREST MIDDLE SCHOOL

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached “Agreement” providing for a Prevention Resource Officer at Suncrest Middle School on behalf of the City.

Adopted this 16th day of July, 2019.

__________________________________________
Mayor

__________________________________________
City Clerk
AGREEMENT

This Agreement, made and entered into this ____ day of July, 2019 by and between the City of Morgantown, West Virginia (hereafter referred to as “City”) and the Monongalia County Board of Education, West Virginia (hereafter referred to as “Board”).

WITNESSETH:

WHEREAS, the Board has established a Prevention Resources Officer Program (hereafter referred to as “PRO Program”); and

WHEREAS, the Board agrees that the City have one police Officer serve as a Prevention Resources Officer in the Monongalia County School System; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

WHEREAS, the City and the Board realize, the PRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

1.01 The City will provide one (1) police officer as a Prevention Resource Officer, to the Board for assignment at Suncrest Middle School.

1.02 The PRO will abide by County School Board Policies and Laws, as they relate to the PRO. The PRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the PRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the PRO will be performed by the Principal. Professional supervision, evaluation and discipline of the PRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.

1.03 The PRO will provide to students’ instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.

1.04 On-site supervision of the police officer assigned to the PRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the PRO Programs. City’s Chief of Police will be granted site access to perform supervisory requirements as necessary.
1.05 The City will ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by the law.

1.06 The PRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary procedures in the school. The PRO will perform the following duties:

- To perform law enforcement functions within the school setting.
- To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- To foster a better understanding of the law enforcement function.
- To develop a better appreciation of citizens’ rights, obligations and responsibilities.
- To provide information about crime prevention.
- To provide assistance and support for crime victims identified within the school setting.
- To promote positive relations between the students and the law enforcement officer.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To be familiar with confidentiality requirements.
- Any records generated by the Officer as part of his/her PRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).

1.07 The PRO will be on duty at the school during regular school hours when students are required to attend and when the required PRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.08 The PRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the PRO to leave his/her jurisdiction, but the PRO will have the option to attend if they choose to do so.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The Principal at Mountaineer Middle will be the on-site contact person for the PRO. The Superintendent of the Board will designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.

2.03 A State Grant was received by the MPD to provide funding for Prevention Resource Officers in the school. The Board will furnish the City funds in the total sum of $22,000.00 to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as PRO to the schools pursuant to the terms expressed in this Agreement.
SECTION 3: TERMS OF AGREEMENT

3.01 This Agreement is made for a Ten month term beginning the 14th day of August, 2019 and ending the 15th day of June, 2020.

3.02 This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

SECTION 4: TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5: SEVERABILITY

5.01 Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6: ASSIGNMENT

6.01 No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

SECTION 7: NO WAIVER

7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 8: COMPLETE AGREEMENT

8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 9: CHOICE OF LAW

9.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and inure to the benefit of the successors of the City and the Board.
SECTION 10: NOTICES

10.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or personal delivery to the following persons and addresses unless otherwise specified herein:

Paul Brake, City Manager
City of Morgantown, WV

Date

Dr. Eddie R. Campbell, Jr. Superintendent
Monongalia County Board of Education

Date
RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT SOUTH MIDDLE SCHOOL

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached “Agreement” providing for a School Resource Officer at South Middle School on behalf of the City.

Adopted this 16th day of July, 2019.

______________________________
Mayor

______________________________
City Clerk
AGREEMENT

This Agreement, made and entered into this ___ day of ______, 2019, by and between the City of Morgantown, West Virginia (hereafter referred to as “City”) and the Monongalia County Board of Education, West Virginia (hereafter referred to as “Board”).

WITNESSETH:

WHEREAS, the Board has established a School Resources Officer Program (hereafter referred to as “SRO Program”); and

WHEREAS, the Board agrees that the City have one police Officer serve as a School Resources Officer in the Monongalia County School System; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

WHEREAS, the City and the Board realize, the SRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

1.01 The City will provide one (1) police officer as a School Resource Officer, to the Board for assignment at South Middle School.

1.02 The SRO will abide by County School Board Policies and Laws, as they relate to the SRO. The SRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the SRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the SRO will be performed by the Principal. Professional supervision, evaluation and discipline of the SRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.

1.03 The SRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.

1.04 On-site supervision of the police officer assigned to the SRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the SRO Programs. City's Chief of Police will be granted site access to perform supervisory requirements as necessary.
1.05 The City will ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by the law.

1.06 The SRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the SRO to intervene with the normal disciplinary procedures in the school. The SRO will perform the following duties:

- To perform law enforcement functions within the school setting.
- To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- To foster a better understanding of the law enforcement function.
- To develop a better appreciation of citizens’ rights, obligations and responsibilities.
- To provide information about crime prevention.
- To provide assistance and support for crime victims identified within the school setting.
- To promote positive relations between the students and the law enforcement officer.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To be familiar with confidentiality requirements.
- Any records generated by the Officer as part of his/her SRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).

1.07 The SRO will be on duty at the school during regular school hours when students are required to attend and when the required SRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.08 The SRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the SRO to leave his/her jurisdiction, but the SRO will have the option to attend if they choose to do so.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The Principal at South Middle will be the on-site contact person for the SRO. The Superintendent of the Board will designate the School Resource Officer Coordinator to serve as the county liaison for the program.

2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.

2.03 The Board will furnish the City funds in the total sum of $61,515.00 (2/3rd total cost) to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as SRO to the schools pursuant to the terms expressed in this Agreement.
SECTION 3: TERMS OF AGREEMENT

3.01 This Agreement is made for a Ten-month term beginning the 14th day of August, 2019 and ending the 15th day of June, 2020.

3.02 This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

SECTION 4: TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5: SEVERABILITY

5.01 Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6: ASSIGNMENT

6.01 No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

SECTION 7: NO WAIVER

7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 8: COMPLETE AGREEMENT

8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 9: CHOICE OF LAW

9.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and inure to the benefit of the successors of the City and the Board.
SECTION 10: NOTICES

10.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or personal delivery to the following persons and addresses unless otherwise specified herein:

Paul Brake, City Manager
City of Morgantown, WV

Dr. Eddie R. Campbell, Jr. Superintendent
Monongalia County Board of Education
RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT MORGANTOWN HIGH SCHOOL

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached "Agreement" providing for a School Resource Officer at Morgantown High School on behalf of the City.

Adopted this 16th day of July, 2019.

______________________________
Mayor

______________________________
City Clerk
AGREEMENT

This Agreement, made and entered into this ___ day of __________, 2019, by and between the City of Morgantown, West Virginia (hereafter referred to as “City”) and the Monongalia County Board of Education, West Virginia (hereafter referred to as “Board”).

WITNESSETH:

WHEREAS, the Board has established a School Resources Officer Program (hereafter referred to as “SRO Program”); and

WHEREAS, the Board agrees that the City have one police Officer serve as a School Resources Officer in the Monongalia County School System; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

WHEREAS, the City and the Board realize, the SRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

1.01 The City will provide one (1) police officer as a School Resource Officer, to the Board for assignment at Morgantown High School.

1.02 The SRO will abide by County School Board Policies and Laws, as they relate to the SRO. The SRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the SRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the SRO will be performed by the Principal. Professional supervision, evaluation and discipline of the SRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.

1.03 The SRO will provide to students’ instruction in various aspects of law enforcement, public safety, and education as directed and supervised by thePrincipal.

1.04 On-site supervision of the police officer assigned to the SRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the SRO Programs. City’s Chief of Police will be granted site access to perform supervisory requirements as necessary.
1.05 The City will ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by the law.

1.06 The SRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the SRO to intervene with the normal disciplinary procedures in the school. The SRO will perform the following duties:

- To perform law enforcement functions within the school setting.
- To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- To foster a better understanding of the law enforcement function.
- To develop a better appreciation of citizens’ rights, obligations and responsibilities.
- To provide information about crime prevention.
- To provide assistance and support for crime victims identified within the school setting.
- To promote positive relations between the students and the law enforcement officer.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To be familiar with confidentiality requirements.
- Any records generated by the Officer as part of his/her SRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).

1.07 The SRO will be on duty at the school during regular school hours when students are required to attend and when the required SRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.08 The SRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the SRO to leave his/her jurisdiction, but the SRO will have the option to attend if they choose to do so.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The Principal at Morgantown High will be the on-site contact person for the SRO. The Superintendent of the Board will designate the School Resource Officer Coordinator to serve as the county liaison for the program.

2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.

2.03 The Board will furnish the City funds in the total sum of $61,515.00 (2/3rd total cost) to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as SRO to the schools pursuant to the terms expressed in this Agreement.
SECTION 3: TERMS OF AGREEMENT

3.01 This Agreement is made for a Ten month term beginning the 14th day of August, 2019 and ending the 15th day of June, 2020.

3.02 This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

SECTION 4: TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5: SEVERABILITY

5.01 Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6: ASSIGNMENT

6.01 No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

SECTION 7: NO WAIVER

7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 8: COMPLETE AGREEMENT

8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 9: CHOICE OF LAW

9.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and inure to the benefit of the successors of the City and the Board.
SECTION 10: NOTICES

10.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or personal delivery to the following persons and addresses unless otherwise specified herein:

Paul Brake, City Manager
City of Morgantown, WV

________________________________________
Date

Dr. Eddie R. Campbell, Jr., Superintendent
Monongalia County Board of Education

________________________________________
Date
RESOLUTION APPROVING AGREEMENT WITH THE MONONGALIA COUNTY BOARD OF EDUCATION PROVIDING A PREVENTION RESOURCE OFFICER AT MOUNTAINEER MIDDLE SCHOOL

The City of Morgantown hereby resolves that the City Manager is authorized to execute the attached “Agreement” providing for a Prevention Resource Officer at Mountaineer Middle School on behalf of the City.

 Adopted this 16th day of July, 2019.

________________________________________
Mayor

________________________________________
City Clerk
AGREEMENT

This Agreement, made and entered into this ____ day of July 2019, by and between the City of Morgantown, West Virginia (hereafter referred to as “City”) and the Monongalia County Board of Education, West Virginia (hereafter referred to as “Board”).

WITNESSETH:

WHEREAS, the Board has established a Prevention Resources Officer Program (hereafter referred to as “PRO Program”); and

WHEREAS, the Board agrees that the City have one police Officer serve as a Prevention Resources Officer in the Monongalia County School System; and

WHEREAS, the City and the Board understand that the program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which rise to delinquency; and

WHEREAS, the City and the Board realize, the PRO Program is a great benefit to school administration, students and the community as a whole.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

1.01 The City will provide one (1) police officer as a Prevention Resource Officer, to the Board for assignment at Mountaineer Middle School.

1.02 The PRO will abide by County School Board Policies and Laws, as they relate to the PRO. The PRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the PRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the PRO will be performed by the Principal. Professional supervision, evaluation and discipline of the PRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.

1.03 The PRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.

1.04 On-site supervision of the police officer assigned to the PRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the PRO Programs. City’s Chief of Police will be granted site access to perform supervisory requirements as necessary.
1.05 The City will ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by the law.

1.06 The PRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary procedures in the school. The PRO will perform the following duties:

- To perform law enforcement functions within the school setting.
- To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- To foster a better understanding of the law enforcement function.
- To develop a better appreciation of citizens' rights, obligations and responsibilities.
- To provide information about crime prevention.
- To provide assistance and support for crime victims identified within the school setting.
- To promote positive relations between the students and the law enforcement officer.
- To enhance knowledge of the fundamental concepts and structure of the law.
- To be familiar with confidentiality requirements.
- Any records generated by the Officer as part of his/her PRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).

1.07 The PRO will be on duty at the school during regular school hours when students are required to attend and when the required PRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.08 The PRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the PRO to leave his/her jurisdiction, but the PRO will have the option to attend if they choose to do so.

SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The Principal at Mountaineer Middle will be the on-site contact person for the PRO. The Superintendent of the Board will designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.

2.03 A State Grant was received by the MPD to provide funding for Prevention Resource Officers in the school. The Board will furnish the City funds in the total sum of $22,000.00 to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as PRO to the schools pursuant to the terms expressed in this Agreement.
SECTION 3: TERMS OF AGREEMENT

3.01 This Agreement is made for a Ten month term beginning the 14th day of August, 2019 and ending the 15th day of June, 2020.

3.02 This Agreement will continue in effect until the expiration of the term described in paragraph 3.01 or until terminated by either of the parties in accordance with the terms listed in Section four (4) below.

SECTION 4: TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5: SEVERABILITY

5.01 Should any part of this Agreement be declared invalid by a court of law or administrative body, such decision will not affect the remaining provisions of the Agreement and this Agreement shall be interpreted as if the invalid portion was never a part of this Agreement. If such determination of invalidity will materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6: ASSIGNMENT

6.01 No Party to the Agreement will, directly nor indirectly, assign or purport to assign this Agreement or any of the rights or obligations provided in the Agreement in whole or in part to any third party without the prior written consent of the other party.

SECTION 7: NO WAIVER

7.01 The failure of either party to exercise any of its rights herein contained will not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 8: COMPLETE AGREEMENT

8.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understanding of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 9: CHOICE OF LAW
9.01 This Agreement will be governed by and interpreted according to the laws of the State of West Virginia. It will be binding upon and inure to the benefit of the successors of the City and the Board.

SECTION 10: NOTICES

10.01 All notices or other communications required or permitted by the Agreement will be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or personal delivery to the following persons and addresses unless otherwise specified herein:

Paul Brake, City Manager
City of Morgantown, WV

Date

Dr. Eddie R. Campbell, Jr. Superintendent
Monongalia County Board of Education

Date
MEMORANDUM

TO: Mayor and City Council

FROM: Paul J. Brake, ICMA-CM, CEcD
       City Manager

DATE: July 12, 2019

RE: Resolution to Approve Agreement with Monongalia County for Animal Control

Attached you will find a resolution to approve the intergovernmental agreement between the City and the Monongalia County Commission to provide dog warden services. The proposal amount is $30,171.68 for a twelve (12) month period from July 1, 2019 to June 30, 2020. The cost of the program is off-set by an annual $3 registration fee per dog (this is in addition to $3 annually collected by the County), totaling $6 per year. The City’s portion is paid back, however this does not fully cover the amount we fund under this agreement. This joint arrangement is less expensive than retaining our own animal control officer.

City Council action is needed on the resolution to authorize the City Manager to sign the contract with the Monongalia County Commission.

Attach.
A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MONONGALIA COUNTY COMMISSION FOR EMPLOYMENT OF AN ANIMAL CONTROL OFFICER

It is hereby resolved by the City of Morgantown that the City Manager is authorized to execute the attached agreement, which is incorporated herein by reference, to employ an Animal Control Officer as set forth in City Code section 505.13.

______________________________
Mayor

______________________________
City Clerk
INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 3rd day of July, 2019, by and between the City of Morgantown, hereinafter referred to as “CITY”, and the Monongalia County Commission, hereinafter referred to as “COMMISSION”, witnesseth:

Whereas, the CITY deems it necessary to provide the municipality with the services of Dog Wardens who will be responsible for enforcing all CITY ordinances related to the regulation of animals; specifically, Articles 505 and 507 of the Morgantown Municipal Code:

Whereas, the COMMISSION has agreed to provide the foregoing Dog Warden services to the CITY subject to the terms and conditions hereinafter contained within this Agreement:

Now, therefore, the parties hereto agree as follows:

1) The COMMISSION agrees to assume the responsibility for employing and supervising qualified individual(s) who will enforce the ordinances of the CITY.

2) The COMMISSION shall continue providing such Dog Warden services to the CITY effective with the date of this Agreement.

3) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall not be employees of the CITY.

4) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall be available seven days each week to respond to animal ordinance service needs of the CITY.

5) That the COMMISSION employee(s) shall respond to calls for assistance regarding domesticated animals within the CITY in which a resident may be threatened by said domesticated animal.

6) That the COMMISSION’S employee(s) will respond to calls regarding small dead animals within the public right of ways within the CITY and on private property within the CITY and will dispose of any such carcass. The COMMISSION will pay for any costs that may be associated with the disposal of any such carcass.

7) That the COMMISSION will provide a phone number to the CITY, at the time this Agreement is executed, which the CITY may call to request specific Dog Warden assistance pursuant to this Agreement.

8) The COMMISSION shall provide the City Manager with periodic reports, as requested by the City Manager, summarizing Dog Warden incidents within the municipality and responsive action taken by the COMMISSION’S employee(s).

9) The COMMISSION’S employee(s) will issue citations for violations of the CITY’S animal ordinances and will be available to testify in the Morgantown Municipal Court regarding the same.

10) That the COMMISSION shall be responsible for the actions of its employee(s) while they are performing services within the municipality pursuant to this Agreement.
11) That the term of this Agreement shall be for **twelve (12)** consecutive months beginning with the first day of July and ending June 30 of the following year. This agreement shall be in effect until **June 30, 2020**.

12) As consideration for the Dog Warden services provided by the COMMISSION, CITY agrees to pay the COMMISSION **$30,171.68** for the 12 month term of this agreement in installment payments of **$2,514.31** for each of the 12 months, payable by the 15th day of each month that the Agreement is in effect. If this Agreement is terminated by either party hereto, per paragraph 13 below, the balance above **$30,171.68** due the Commission will be reduced by **$2,514.31** for each and every month which would have remained on the term of the agreement had it not been terminated by the party doing so. (This paragraph includes an increase of 3% for inflation).

13) Either party hereto has the right to terminate this Agreement at any time by providing 30 days prior written notice of the same to the other party.

14) At the conclusion of the nine month term this Agreement may automatically be renewed for an additional twelve month period with a standard increase of 3% per year.

15) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of both parties, which shall be subject to approval by the governing bodies by both parties.

Signed by the **MONONGALIA COUNTY COMMISSION**:

[Signature]

(Date)

[Title]

Signed by the **CITY OF MORGANTOWN**:

[Signature]

(Date)

[Title]
City Manager’s Report for City Council Meeting on July 16, 2019

Information:

1. Proposed Annexation Plan
   At Tuesday’s meeting, I will be going over the takeaways for the first two open public forums. Also, I will be presenting a plan on going forward with the proposed plan.

2. Noise Permit Waiver – Sabraton Station | Mountain Fest
   As per City Council’s request, I am reporting back on the above-mentioned matter. Earlier this afternoon, I met with the owners of the restaurant and representatives from Jerome Park and Norwood Neighborhoods. There is a better understanding amongst the parties and this issue is now considered resolved. Sabraton Station is granted the noise waiver on Wednesday (7/24) and Thursday (7/25) as requested. They will be continuing with their original plans on Friday (7/26) and Saturday (7/27) without the need of a permit.

New Business:

1. Second Street Metered Parking and Change In Traffic Flow
   Attached you will find a memorandum from Development Service Director, Chris Fletcher, in reference to the abandonment of non-conforming parking spaces at 2045 University Avenue and the change in land use resulting in identifying alternative parking for the successor business at this location.

   The memorandum calls for the approval of the recommended parking solution prior to the business occupancy. Further, Director Fletcher recommends a forth coming ordinance designating and declaring Second Street restricted to one-way traffic from University Avenue to Grant Avenue.

2. Fair and Festival Permit – Veterans Hump Event
   The City has received a request from Motown Marines and Operation Activet for floor plan extension at Classics 3, 1384 Greenbag Road on August 3, 2019. This is for a fund raiser known as the Veterans Hump Event and proceeds will benefit these organizations. These entities are required to apply to the West Virginia Alcohol Beverage Control Administration (ABCA) with a letter of endorsement to be attached to the application. Staff recommends approval and City Council motion to approve the required letter.
3. **Fair and Festival Permit – Main Street Morgantown Hops on the Mon Event**
   We have received a request from the Main Street Morgantown for a festival permit application to accommodate the 3rd Annual Hops on the Mon event to take place on September 28, 2019. Top Tier Beer Group, LLC and Main Street Morgantown. The configuration of the festival area will be the same as the West Virginia Birthday Party back on June 22nd.

   As mentioned in the previous agenda item, there is a requirement to apply to the ABCA with a letter of endorsement. Staff recommends approval and City Council motion to approve the required letter.

4. **Sponsorship of Monongalia County Household Hazardous Waste Collection Day**
   The Morgantown Utility Board will again host the Monongalia County Household Hazardous Waste Collection Day. This year’s event will be held at MUB’s Greenbag Road office on Saturday, August 3rd from 8 a.m. to 11 a.m.

   According to officials at MUB, last year’s event was a huge success with 304 cars participating. The overall cost of this event was roughly $20,000 of which MUB provided much of the funding. This event provides Morgantown residents, as well as those living in Monongalia County, with an environmentally responsible means of disposing of hazardous waste that has accumulated in their homes. This is important to not only protecting the environment and local water resources but in safeguarding families as well as local emergency responders.

   MUB has asked us to defray the costs by contributing $5,000 as a named partner in the materials used for this year’s HHWC Day. Staff is recommending your approval of the funds for this event.

5. **Request from Mountaineer Boys and Girls Club**
   The Mountaineer Boys and Girls Club has made a cost sharing request in the amount of $7,170 (as part of a $28,651 total purchase) of a 15-passenger van. Please see attached letter detailing the request. The organization has made the same request of Monongalia County Commission. I recommend the special allocation be made from the Capital Escrow Account. This request City Council approval to appropriate the funds.

   Paul J. Brake, ICMA-CM, CECd
   City Manager, Morgantown, WV
Date: THU, 11 JUL 2019
To: Paul Brake, City Manager .............................................................. via email
RE: Second Street Metered Parking and Change in Traffic Flow

Background
The abandonment of nonconforming on-site parking spaces at 2045 University Avenue and the change in land use classification under the Planning and Zoning Code from “Neighborhood Convenience Store” to “Retail Sales Establishment” has resulted in extensive efforts to identify alternate parking solutions to support the Appalachian Cannabis Company establishment. Specifically, previous parking spaces between the building and University Avenue encroached into the public right-of-way and presented a hazard to vehicular and pedestrian passersby. The following images illustrate this conflict and hazard.

![Image 1](image1.jpg)
![Image 2](image2.jpg)

Staff advised the proprietor to seek variance relief from having to provide any parking on-site thereby eliminating the nonconforming parking and improving public safety. The Board of Zoning Appeals agreed and granted variance relief on 15 AUG 2018 under Case No. V18-27. Appalachian Cannabis Company appealed this variance approval to Monongalia County Circuit Court and the Court reversed the BZA’s variance approval so that Appalachian Cannabis Company could seek variance relief from all applicable zoning requirements regulating parking.

Following the Court’s Order, Staff advised Appalachian Cannabis Company to submit a survey and a site plan illustrating different parking scenarios in relation to the University Avenue public right-of-way. Based on information submitted by Appalachian Cannabis Company, all on-site parking scenarios encroached into the right-of-way. Accordingly, variance authorizing on-site parking would not benefit the property, as variance relief cannot permit use of the public right-of-way.
Recommended Solution

With the assistance and support of the City Engineer, Morgantown Parking Authority Staff, and the City Attorney, the following recommended solution has been developed to advance continued business occupancy and long-term viability of the commercial building at 2045 University Avenue.

1. **Restrict Parking – Second Street.** Restrict parking on the south side of Second Street between University Avenue and Grant Avenue. Under City Code Section 305.02, the City Manager may order this restriction by issuing a written directive stating this parking restriction and deliver said same to City Council and the City Engineer. Currently, only delivery parking is provided on the south side of Second Street and no parking is permitted on the north side due to curb-to-curb width restrictions.

2. **Change to One-way Traffic – Second Street.** Change the current bi-directional traffic flow on Second Street between University Avenue and Grant Avenue to one-way restricted westbound traffic flow (from University Avenue to Grant Avenue only). The existing curb-to-curb width of Second Street does not permit on-street parking and two lanes for bi-directional traffic flow.

   It should be noted that First Street, south of Second Street, is currently one-way from Grant Avenue to University Avenue. The proposed one-way restriction on Second Street ensures a convenient counterclockwise flow of traffic within the immediate area. Additionally, the Morgantown Traffic Commission voted on 03 JUL 2019 to support Staff’s recommendation to change Second Street from two-way to one-way and to place public parking meters on the north side of Second Street.

   Under City Code Section 305.04, City Council must pass an ordinance designating and declaring Second Street restricted to one-way traffic from University Avenue to Grant Avenue. Section 305.04 also includes a provision permitting City Council to designate Second Street as one-way for a trial period of no more than 90 days. This provision can and should be used to expedite implementation.

3. **Metered Parking Spaces – Second Street.** Place five to six parking meters on the north side of Second Street between University Avenue and Grant Avenue. This would require an order of City Council (by majority vote at one meeting) to establish a Short-term Street Parking Zone (max. 2 consecutive hours) for Second Street between University Avenue and Grant Avenue. The metered parking space closest to University Avenue would be designated for vehicles with accessible placards only. The Morgantown Parking Authority Board of Directors discussed this matter at their meeting today and is in agreement with placing the parking meters as described herein.
4. Variance Relief — Appalachian Cannabis Company. Staff will advise Appalachian Cannabis Company to again seek variance relief from the BZA from having to provide the minimum number of on-site parking required under the Planning and Zoning Code. The initial variance approval reversed by the Circuit Court included the following conditions, which will again be recommended by Staff to ensure parking between the building and University Avenue is removed to advance public safety and the area properly improved (sidewalk reconstruction and landscaping):

- That an eight (8) foot wide sidewalk shall be constructed, to the satisfaction of the City Engineer, by the petitioner from the edge of the pavement of the University Avenue roadway, along the frontage of...2045 University Avenue; and,
- That the area between the front façade of the structure and the sidewalk described in Condition No. 1 shall be landscaped in accordance with Section 1361.03(K) [of the Planning and Zoning Code].

The BZA has already granted this relief and there does not appear to have been changes in conditions warranting a denial. This recommended solution is generally illustrated in the following graphic, although the number of on-street metered spaces will be determined by the Morgantown Parking Authority.

From the Desk of:

Christopher M. Fletcher, AICP
Director of Development Services
Request

I respectfully request the following actions be taken to implement the recommended parking solution that serves to advance continued business occupancy and long-term viability of the commercial building at 2045 University Avenue.

- **TUE, 16 JUL 2019 City Manager’s Report.**
  - Your Office provides a written order restricting (eliminating) parking on the south side of Second Street as described in Item No. 1 above.
  - Your Office requests City Council designate Second Street as one-way traffic from University Avenue to Grant Avenue for a trial period not to exceed 90 days.
  - Your Office recommends City Council order establishing a Short-term Street Parking Zone (max. 2 consecutive hours) for Second Street between University Avenue and Grant Avenue, contingent upon City Council enacting an ordinance making Second Street one-way permanently from University Avenue to Grant Avenue. The Morgantown Parking Authority would determine the final number of metered parking spaces. The recommended contingency is to safeguard the interconnected nature of these actions.

- **TUE, 30 JUL 2019 Committee of the Whole.**
  - An ordinance be included on the agenda designating and declaring Second Street restricted to one-way traffic from University Avenue to Grant Avenue. This would advance First Reading on TUE, 06 AUG 2019 and Public Hearing and Second Reading on TUE, 20 AUG 2019

The continued occupancy of the building at 2045 University Avenue for *Appalachian Cannabis Company* and future business establishments and the building’s contribution to the pedestrian-scaled commercial corridor is dependent on our collective ability to pursue a reasonable solution to the site’s inability to delivery requisite, safe, and compliant parking.

Assuming you and City Council are in agreement and these matter advance as recommended herein, Staff will work with *Appalachian Cannabis Company* to get their variance petition before the BZA on WED, 18 SEP 2019.

cc via email: Damien Davis, City Engineer
Dana McKenzie, Executive Director, Morgantown Parking Authority
Ryan Simonton, City Attorney

From the Desk of: Christopher M. Fletcher, AICP
Director of Development Services
July 10, 2019

Main Street Morgantown would like the City of Morgantown to support a request for a festival permit for the 3rd Annual Hops on the Mon event on September 28, 2019. Top Tier Beer Group, LLC and Main Street Morgantown will host this event. We will be offering a selection of WV Craft Beers to be vended and sold in strict accordance with ABCC regulations.

Barbara Watkins

Executive Director, Main Street Morgantown
Honorale Paul Brake
Morgantown City Manager

Dear Mr. Brake;

The Mountaineer Boys and Girls Club has operated two vans since 2009 in order to provide transportation services to our clients. During the academic year students are transported from Mountainview Elementary, North Elementary, St Francis, Trinity and other schools. At the end of daily program at Woodburn, a few students are transported to their housing at the Bartlett House. Vans are also utilized for field trips during the academic year.

During the summer program, students are transported to community pools, transported for campus visits at three out of area colleges/community colleges, and on 25 field trips. The three field trips this week are overnight stays at Chestnut Ridge Park – the Klaer Cabin.

Our oldest van (2009) with 160,000 just went out of service. The expense related to repairs does not match the useful life of the vehicle. The Club has set aside funds ($12,000) the last two years to replace the vehicle. The Club has explored the purchase of a new van under State contract. I have spoken with representatives of Bob Robinson Chevy and they can secure a new (2019) van this month. Model year 2020 vans are not available until the fall. The purchase price is approximately $28,681 (see attached).

With this letter, I am requesting 25% ($7170) of the cost of the new van be provided by the City of Morgantown, 50% ($14,341) by the Mountaineer Boys and Girls Club with a request being made to the Monongalia County Commission in the amount of $7170. I thank you in advance for your consideration of this request.
Dennis Poluga
Director
Mountaineer Boys and Girls Club

CC: Morgantown City Council
    Kristi Wood-Turner
Class 6C - Automobile  
Full Size Van  

Vendor Name: BOB ROBINSON CHEVY-GMC, INC.  
Manufacturer/Brand: GM-CHEVROLET  
Model Name & Number: EXPRESS-CG33706  

Vehicle Requirements:

<table>
<thead>
<tr>
<th>Classification:</th>
<th>Full Size Van</th>
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<tbody>
<tr>
<td>Drive:</td>
<td>Rear Wheel</td>
</tr>
<tr>
<td>Passenger seating:</td>
<td>15 minimum (Including driver)</td>
</tr>
</tbody>
</table>
| Doors:          | 5, minimum: 1  
|                 | Left Front, 1 Right Front, 1  
|                 | Passenger Side Mid Body, 2  
| Wheelbase:      | 134 in., minimum |
| GVWR:           | 6250 lbs. min,  
|                 | 9930 lbs. max. |
| Engine:         | 6 cylinder minimum for gasoline engines, 4 cylinder minimum for diesel |

Additional Requirements:

The vehicle bid shall include the standard equipment requirements as required in section 3.1.1.1 of the specification.

Vendor Bid Response:

<table>
<thead>
<tr>
<th>Vehicle fuel type</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>Gasoline</td>
<td>$27,805.00</td>
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<tr>
<td>Rex-fuel</td>
<td>$28,681.00</td>
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<tr>
<td>Diesel</td>
<td>$31,321.00</td>
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<tr>
<td>CNG/Bi-fuel</td>
<td>$43,681.00</td>
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<tr>
<td>Hybrid</td>
<td>$</td>
</tr>
</tbody>
</table>

Options:

FOB Dealership: (Deduct)  

|                      | $10.00 |

FOB Other than Metro Charleston - Per Mile  

|                      | $2.00 |

*Note - The above delivery "options" above are not evaluated as part of the award.