AGENDA
MORGANTOWN CITY COUNCIL
COMMITTEE OF THE WHOLE
Tuesday, August 27, 2019
7:00 p.m.

NOTE: Committee of the Whole Meetings of the Morgantown City Council are intended to provide an opportunity for the Council to receive information, ask questions, and identify policy options in an informal setting. No official action is taken at these meetings. At this Committee of the Whole Meeting the following matters are scheduled:

PRESENTATIONS:

1. Director of Morgantown Library – Sarah Palfrey
2. Gift and Memorial Policy – Joe Morris, Chairperson Urban Landscape Commission
3. School Resource Officer Program – Adam Henkins, Director of Safe Schools, Monongalia County Schools
4. MUB Discussion of the Raw Water Line Route – Tim Ball, General Manager

PUBLIC PORTION:

ITEMS FOR DISCUSSION:

1. Morgantown Public Library
2. Gift and Memorial Policy
3. School Resource Office Program
DONATING TO YOUR CITY

To make a donation to the City of Morgantown, the first step is filling out a donor application form. We’ll review the plans and then let you know if we can accept your offer.

As much as the City appreciates donations, we may have to make modifications to your proposal, or even decline. To ensure we can accept your gift, here are some considerations to keep in mind:

1. **Ongoing maintenance.** Many gifts require upkeep. To keep your gift from becoming our liability, please explain how you will provide for any incidental costs and labor associated with your offer.

2. **Landscape aesthetics.** Donations that become part of the Morgantown landscape should be top-quality and a good fit with the design principles we follow. We have to be judicious to keep the City as sightly as it can be.

3. **Plant selection.** Trees and other vegetation need to be in the right location to thrive, and even then may not survive as long as expected. Consequently, the City will not agree to plant specific plants in specific locations or dedicate specific trees to individuals, though we will try to accommodate requests for plantings in specific neighborhoods, wards and parks and honor tree dedicatees through certificates and other commemorations.

4. **Appropriate writing.** When an installation displays text, it may need to be edited for grammar and conciseness. Writing that references historical events or touches on politics may also have to be reworded. While we esteem free expression, displays in public places represent all citizens and therefore must reflect our collective values.

We explain the process for gift approvals more fully in our "POLICY ON GIFTS AND MEMORIALS" document. Thank you for considering making a donation.
POLICY ON GIFTS AND MEMORIALS
CITY OF MORGANTOWN

1. PURPOSE

The City of Morgantown welcomes gifts as commendable expressions of civic engagement. In accepting them, defining their specifications, and stipulating how they are to be put into use, the City is committed to respecting donors’ wishes but without compromising the following obligations to the public:

- Ensuring public safety
- Practicing responsible environmental stewardship
- Maintaining standards of urban landscape aesthetics
- Encouraging civic engagement and ethical conduct
- Fostering free competition among businesses
- Shielding the public from undue labor costs and financial liability

The statements which follow delineate the City’s policy for honoring these commitments when processing such offers.

2. DEFINITIONS

2.1. A donation consists of cash, securities, grants, bequests, sponsorships, land, buildings, goods, or services offered to the City without a request for compensation. Although donations may involve services, this policy does not restrict volunteer opportunities with the City.

2.2. A donor is a business, organization, group, or individual making a donation to the City without expectation of any return.

2.3. A sponsorship consists of a donation in support of an activity, event, program, or endowment, entitling the sponsor, through a negotiated agreement with the City, to public recognition by the City.

2.4. A sponsor is a business, organization, group, or individual making a donation to the City under terms of a sponsorship agreement.

2.5. A grant is a donation to the City by a government body, organization, or business, pursuant to an application process and intended for a designated use.

2.6. Preliminary approval is the City Manager’s consent to proceed with reviews of donation proposals by applicable City boards, commissions, or departments.
3. DECISION-MAKING AUTHORITY

3.1. The City Manager has the authority to accept or reject donations, define their specifications, and stipulate how they shall be put into use, with the exception of donations of land.

3.2. Donations of land to the City or its boards, agencies, and commissions may be accepted only by an ordinance enacted by City Council, unless this section provides otherwise.

3.3. Donations of land to the Morgantown Board of Parks and Recreation Commissioners (BOPARC) may be accepted only by approval of BOPARC.

3.4. Donations of land to the Land Reuse and Preservation Agency (LRPA) may be accepted only by approval of LRPA.

3.5. In accepting or declining donations, defining their specifications, and stipulating how they are to be put into use, the City Manager, City Council, BOPARC and LRPA shall adhere to the terms of this policy.

3.6. Once accepted, donations become the property of the City.

3.7. The City has the right to move, remove, modify, dispose of, or replace donations. The City will make reasonable efforts to notify donors before removing a donated item from public view or disposing of the item.

4. APPROVAL PROCESS

4.1. A donor application form shall be submitted to the City Manager, and the City Manager will assess the proposal's completeness and conformity to Section 5.1, or designate a City department head to do so.

4.1.1. If the initial written proposal is found deficient in any of the Section 5.1 criteria or lacking sufficient specificity, the City Manager will inform the applicant in writing of the deficiencies and may suggest modifications.

4.1.2. If the initial written proposal is found complete and in conformity with Section 5.1, the City Manager will refer the proposal for review.

4.2. Proposal reviews will be assigned by the City Manager to appropriate City boards, commissions, or departments, as identified below, and each shall in a timely manner issue recommendations to the City Manager whether to accept or decline the proposal, including any conditions necessary for acceptance or suggestions for modifying the proposal. When suggesting conditions, the reviewers will seek to accommodate the applicants' wishes without compromising review criteria.

4.2.1. Proposals to donate land will be reviewed by the City Attorney, City Finance Director, City Engineer, City Urban Landscape Commission (ULC) and, when designated for park use, BOPARC to assess their conformity to Sections 5.2.1-2.
4.2.2. Proposals of park equipment and other park resources, including plaques and masonry, shall be reviewed by BOPARC and ULC to assess their conformity to Sections 5.2.1 and 5.2.3.

4.2.3. Proposals of buildings shall be reviewed by the City Attorney, City Finance Director, and City Engineer to assess their conformity to Sections 5.2.1 and 5.2.4.

4.2.4. Proposals of vehicles shall be reviewed by the City Attorney, City Finance Director, and City Engineer to assess their conformity to Sections 5.2.1 and 5.2.5.

4.2.5. Proposals of tree and other vegetation plantings shall be reviewed by the Morgantown Tree Board (Tree Board), ULC, and, when designated for locations alongside roadways, the Public Works Department (Public Works) to assess their conformity to Sections 5.2.1 and 5.2.6.

4.2.6. Proposals of landscaping labor and supplies shall be reviewed by ULC to assess their conformity to Sections 5.2.1 and 5.2.7.

4.2.7. Proposals of works of art shall be reviewed by ULC to assess their conformity to Sections 5.2.1 and 5.2.8. Outside experts may be solicited at ULC’s discretion for recommendations in assessing conformity to Section 5.2.8.1.

4.2.8. Proposals of plaza, building, sidewalk and street accessories, including plaques, fountains, masonry, picnic tables, kiosks, banner poles, seating, signage and other hardscapes, shall be reviewed by ULC and, when designated for locations alongside roadways, Public Works to assess their conformity to Sections 5.2.1 and 5.2.9.

4.2.9. Proposals including any writing to be displayed shall be reviewed by ULC to assess conformity to Section 5.2.10.6; the City Historic Landmarks Commission to assess, when applicable, conformity to Section 5.2.10.4; the City Human Rights Commission to assess, when applicable, conformity to Section 5.2.10.3; and the City Communications Department (Communications) to assess conformity to all other Section 5.2.10 criteria.

4.2.10. Proposals of roadside memorials shall be reviewed by the City Engineer, ULC and, when designated for locations alongside roadways, Public Works to assess their conformity to Sections 5.2.1 and 5.2.11.

4.2.11. Proposals of decorations, including floral displays and seasonal ornaments, shall be reviewed by ULC and, when designated for locations alongside roadways, Public Works to assess their conformity to Sections 5.2.1 and 5.2.12.

4.2.12. All other proposals shall undergo reviews at the City Manager’s direction, in accordance with the spirit of this policy.

4.3. The City Manager will consider the reports from department or agencies reviewing the proposal and decide whether to accept or decline donation proposals, define the specifications of any accepted proposals, and stipulate how they shall be put into use, in accordance with the terms of this policy.
4.3.1. If the City Manager declines a proposal, the City Manager will inform the applicant in writing that the offer was declined.

4.3.2. If the City Manager accepts a proposal, the City Manager will inform the applicant in writing of the acceptance and any condition placed on the donation.

4.3.2.1. Upon receipt of acceptance notifications, donor applicants must submit the following documentation to the City Manager:

4.3.2.1.1. Proof of financial commitment, if the donation entails any donor expenditures.

4.3.2.1.2. Proof of insurance, if applicable.

4.3.2.1.3. A schedule for conveyance and, if the donation is to be fabricated, completion.

4.3.2.1.4. Contractual sponsorship agreement, if applicable, to be reviewed by the City Attorney and City Finance Director and then approved or returned for any emendations by the City Manager.

4.3.2.2. After the donation has been conveyed, the City Manager shall acknowledge the donation and report the donation to City Council.

5. REVIEW CRITERIA

5.1. Preliminary approval assessments shall apply the following criteria:

5.1.1. Proposals must comply with all applicable laws and any other applicable City policies, ordinances, and plans.

5.1.2. Proposals must be in conformity with the City's interest in the following goals:

5.1.2.1. Ensuring public safety.

5.1.2.2. Practicing responsible environmental stewardship.

5.1.2.3. Acknowledging and encouraging civic engagement and ethical conduct.

5.1.2.4. Fostering free competition among businesses.

5.1.2.5. Avoiding or providing for any undue labor costs and/or financial liability.

5.2. Reviews of donation proposals, subsequent to preliminary approval, shall apply the following criteria, as applicable:

5.2.1. All proposals must include written maintenance plans that address all practicable contingencies, chief among them being any anticipated property wear and tear, landscaping upkeep, plant care, and decommissioning and removal expenses associated with the donation.

5.2.2. Land must be judged serviceable as City property and as suitable for City ownership under land management best practices or, when designated for park use, judged serviceable as park property and as suitable for park ownership under parks and recreation management best practices.

5.2.3. Park equipment and other park resources, including plaques and masonry, must be suitable for park ownership under parks and recreation management
best practices and conform to landscape design best practices and standards of urban landscape aesthetics.

5.2.4. Buildings must be accompanied by a building inspection report by a licensed building inspector and a property appraisal report by a licensed property appraiser, both completed no longer than 30 days prior to the initial proposal submission, unless these requirements are waived by the City, and must be readily salable and/or judged serviceable as a City building.

5.2.5. Vehicles must be accompanied by a state inspection report by an authorized state inspection station completed not longer than 30 days prior to the initial proposal submission, unless this requirement is waived by the City, and must be readily salable and/or judged serviceable as a City vehicle.

5.2.6. Tree and other vegetation plantings must:

5.2.6.1. Conform to urban forestry and landscape design best practices, standards of urban landscape aesthetics and, when located alongside roadways, roadways management best practices.

5.2.6.2. Not be conditioned upon the planting of specific plants in specific locations or the dedication of a specific tree to an individual or group, though requests for plantings in specific neighborhoods, wards and parks shall be honored to the extent they do not compromise Section 5.2.6.1 criteria.

5.2.7. Landscaping labor must conform to landscape design best practices and standards of urban landscape aesthetics, and landscaping supplies must be suitable under landscape design best practices.

5.2.8. Works of art must:

5.2.8.1. Demonstrate mastery in technique and/or conception, unless produced by children.

5.2.8.2. Not transgress common decency or principles of social justice.

5.2.8.3. In their display conform to landscape design best practices, standards of urban landscape aesthetics, roadway management best practices when placed alongside roadways and parks and recreation management best practices when placed on park land.

5.2.9. Plaza, building, sidewalk and street accessories, including plaques, fountains, masonry, picnic tables, kiosks, banner poles, seating, signage and other hardscapes, must conform to landscape design best practices, standards of urban landscape aesthetics and, when alongside roadways, roadways management best practices.

5.2.10. Any writing to be displayed must:

5.2.10.1. Conform to the grammatical conventions of Standard Written English, except when intentionally effecting word play.

5.2.10.2. Demonstrate logical coherence and stylistic conciseness.

5.2.10.3. In its meaning not transgress common decency or principles of social justice.
5.2.10.4. When referencing historical events, reflect current prevailing standards of historiography.

5.2.10.5. When honoring individuals make reference only to the deceased.

5.2.10.6. Employ an easily legible typeface and neat typesetting format.

5.2.10.6.1. ULC may, with the City Manager's approval, establish a style guide governing formal stylistic considerations, including acceptable typefaces, typesetting formats, and color schemes.

5.2.10.6.2. Communications may, with the City Manager's approval, establish a style guide governing all other stylistic considerations.

5.2.11. Roadside memorials must conform to urban landscape and roadways management best practices and standards of urban landscape aesthetics.

5.2.12. Decorations, including floral displays and seasonal ornaments, must conform to landscape design best practices, standards of urban landscape aesthetics and, when alongside roadways, roadways management best practices.

6. ADMINISTRATIVE PROCEDURES

6.1. Monetary donations, once accepted as donations, shall be administered as follows:

6.1.1. Cash shall be allocated by the City Finance Director in accordance with the donor's wishes to the extent allowed by this policy.

6.1.2. Grants shall be administered by the designated City department, commission or board, as determined by the City Manager.

6.1.3. Monetary donations intended by donors to fund the plantings of trees and other vegetation shall not be earmarked for specific plants or for planting in specific locations, though requests for plantings in specific neighborhoods, wards and parks shall be honored pursuant to said best practices. The Tree Board may, with the City Manager's approval, establish standards for recognizing such donors or those intended to be honored through such donations.

6.2. Non-monetary donations, once accepted as donations, shall be administered as follows:

6.2.1. The Urban Landscapes Department, in conjunction with the ULC, shall be consulted on the proper management of any real property donated to the City, except with respect to property donated for park purposes.

6.2.2. Standalone plaques are to be mounted flush with the ground or affixed to building face.

6.2.3. Trees and other vegetation shall be planted according to American National Standards Institute A300 Standards, or successor standards.

6.2.4. Landscaping supplies and labor shall be deployed and managed by the Urban Landscapes Department.
6.2.5. The sites where public plaza and street accessories, including but not limited to fountains, picnic tables, kiosks, banner poles, seating, signage and other hardscapes, are located shall be determined by the Urban Landscapes Department, in consultation with the ULC, and these accessories shall be managed by Public Works.

6.2.6. Wayfinding signage donations shall be in the form solely of cash donations and be allocated by the City Finance Director to Public Works when designated for siting alongside roadways, BOPARC when on park property and the Urban Landscapes Department when elsewhere in accordance with donors' specifications to the extent allowable under signage standards adopted by the applicable department, organization and commission.

6.2.7. Roadside memorials shall be displayed no longer than seven days.

6.2.8. Decorations, including floral displays and seasonal ornaments, shall be displayed no longer than 14 days.

6.3. Any donation not otherwise specified in this policy shall, once accepted as such, be administered at the City Manager's direction, in accordance with the spirit of this policy.

6.4. Unauthorized donations shall, if in the form of cash, be returned or, if in non-cash form, be removed and may warrant penalties under the City litter ordinances.
Interested in donating to the City of Morgantown? Fill out this form and leave it with the City Manager's office; we'll respond as soon as possible. Attach pages as needed.

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<th><strong>1. Summarize your proposed donation in just a few words.</strong></th>
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<th><strong>2. Describe your proposed donation in detail.</strong></th>
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<th><strong>3. List any expenses and describe any labor that your proposed donation might be expected to entail, such as installation work or upkeep.</strong></th>
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<th><strong>4. Do you intend to provide for any expenses or labor, and, if so, how?</strong></th>
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To: Paul Brake, City Manager

From: Ed Preston, Chief of Police

Copies: Emily Muzzarelli, Assistant City Manager
Ryan Simonton, City Attorney
File

Date: August 19, 2019

Subject: SCHOOL RESOURCE OFFICER PROGRAM

The following information and attachments are provided as a result of request for information on August 15, 2019.

1. The School Resource Officer Program was initially established in 2011 due to requests and concerns by the Board of Education. The program was created in a partnership where the Board of Education paid for 2/3's of an entry level officer's salary and the city paid the remainder. During the school year, the officer served as a School Resource Officer and during non-school days the officer worked as a police officer. Typically, during the summer as a bike officer. This increased the size of the department by one person with a minimal economic impact for the city.

2. In 2014 following review of the existing program, the program proved successful and was duplicated at South Middle School, then designated as the school with the highest risk Middle School Age students. Again, the results proved to be successful at the Middle School level and again another officer was added to the department.

3. In 2015, WV Juvenile Justice approached the City of Morgantown and encouraged the participation in the Prevention Officer Grant Program. The city received that grant and another Officer was added that was designated to split time with Mountaineer Middle School and Suncrest Middle School. This added a third officer to the department.

The School Resource Officer Program is highly scrutinized and monitored by the Board of Education, The State of WV Office of Juvenile Justice and the Morgantown Police Department. Examples of reports and reviews are attached to show the variety of activities that the officers are involved with. The current programs have been developed in conjunction with the specific needs of each school as well as the office of Community Oriented Policing Services Best Practices Guide # 10 (School Resource Officers).

Without the use of collaborative agreements and alternative funding, the police department would have to reduce the number of officers on the force and all calls for service involving the public schools would still have to be answered by on duty personnel.
Morgantown Police Department  
South Middle School Resource Officer  
M.P.O. M.J. Charlton  
304.291.9340 Ext. 49 Office  
304.276.1235 Mobile  
mcharlton@morgantownwv.gov

MONTHLY ACTIVITY LOG  
2018 - 2019 STATS

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# Morgantown Police Department

Suncrest Middle School Resource Officer  
MPO D. P. Crouse  
dcrouse@morgantownwv.gov

**Activity Log (Monthly)**  
**2018-2019 School Year**

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FY 2019 West Virginia
Justice Assistance Grant Program
Application Forms

"The JAG application has adopted a format which bases all applications on specific program types/abstracts. All units of state or local government are eligible to apply, providing that their program/application falls under one of the Abstracts included in the application packet."
**West Virginia Justice Assistance Grant Program Application**

**Applicant Agency:** City of Morgantown  
**Address:** 389 Spruce Street, Morgantown, Wv 26505  
**Phone:** 304-284-7446  
**Fax Number:** 304-284-7526

**Type of Agency:**  
- [ ] State  
- [x] Municipality  
- [ ] County

**Project Director:** Robert Gilmore  
**PD Title:** SSC  
**Address:** 300 Spruce Street, Morgantown, Wv 26505  
**Phone:** 304-284-7446  
**Fax:** 304-284-7526  
**Email:** rgilmore@morgantownwv.gov

**Fiscal Officer:** Jame Goff  
**FO Title:** Finance Director  
**Address:** 389 Spruce Street, Morgantown, Wv 26505  
**Phone:** 304-284-7407  
**Fax:** 304-284-7418  
**Email:** jgoff@morgantownwv.gov

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**Number of years previously funded:** 3  
**Geographic Area(s) Served:** Monongalia County  
**Total Population:** 30,547  
**DUNS Number:** 152234220  
**FEIN Number:** 55-6000215  
**Project Title:** MPDPRO

**Project Description:** The MPDPRO program will continue the presence of a PRO officer in two schools, in a cooperative effort to improve students' knowledge of the criminal justice system and police.  
**Certification:** To the best of my knowledge, the information contained in this application is true and correct. The submission thereof has been duly authorized by the governing body and the applicant will comply with the attached special conditions and assurances, if funding is provided.

<table>
<thead>
<tr>
<th>Authorized Official:</th>
<th>Paul Brake</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address:</strong></td>
<td>389 Spruce Street, Morgantown, Wv 26505</td>
</tr>
<tr>
<td><strong>AO Title:</strong></td>
<td>City Manager</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>304-284-7405</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td>304-284-7430</td>
</tr>
<tr>
<td><strong>E-Mail:</strong></td>
<td><a href="mailto:pbrake@morgantownwv.gov">pbrake@morgantownwv.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Date:</strong></td>
<td></td>
</tr>
</tbody>
</table>
### West Virginia Justice Assistance Grant Program Application

**Applicant:** City of Morgantown  
**FEIN Number:** 55-6000215

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>WV JAG Requested Funds (A)</th>
<th>Local (Match) Funds (B)</th>
<th>Total Budget (A + B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel/Contractual</td>
<td>$40,000.00</td>
<td>$71,072.00</td>
<td>$111,072.00</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$40,000.00</strong></td>
<td><strong>$71,072.00</strong></td>
<td><strong>$111,072.00</strong></td>
</tr>
</tbody>
</table>

*All funds must be rounded to the nearest whole dollar amount*

### Funding Strategy

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
<th>Amount</th>
<th>Status</th>
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</thead>
<tbody>
<tr>
<td>WV JAG</td>
<td>$40,000.00</td>
<td>P</td>
</tr>
<tr>
<td>Local Funds (Morgantown Police Department)</td>
<td>$71,072.00</td>
<td>C</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Funding Source** - Separately list each source of funds that will be used in the program.

**Amount** - Enter the amount received or anticipated for each

**Status** - Indicate the status of each funding source as follows:
- P – Projected grant, loan or donation
- A – Application submitted and under review
- C – Funds Committed
- R – Funds received, appropriated or on hand
<table>
<thead>
<tr>
<th>Detailed Project Cost by Budget Category</th>
<th>Requested JAG Funds</th>
<th>Local Funds Utilized</th>
<th>Grant Funds Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel / Contractual:</strong></td>
<td></td>
<td></td>
<td>(DJCS Use Only)</td>
</tr>
<tr>
<td>Mountaineer Middle PRO Salary&amp;Benefits</td>
<td>$20,000.00</td>
<td>$35,536.00</td>
<td></td>
</tr>
<tr>
<td>Suncrest Middle PRO Salary&amp;Benefits</td>
<td>$20,000.00</td>
<td>$35,536.00</td>
<td></td>
</tr>
<tr>
<td><strong>Travel / Training:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Equipment ($1,000/unit):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Requested JAG Funds</strong></td>
<td>$40,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Local Matching Funds</strong></td>
<td></td>
<td>$71,072.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Funds APPROVED for Project</strong></td>
<td></td>
<td></td>
<td>(For DJCS Only)</td>
</tr>
</tbody>
</table>
Provide specific information that explains each proposed expense for the project. State clearly and in concise detail the breakdown and justification of need for each item requested for funding in the Budget Detail pages. Also, provide an identified breakdown of matching funds. Be sure to label the breakdown of matching funds as such. Attach additional pages if necessary.

The proposed expense for two PROs’ salary at $20,000 each will equal $40,000. These funds are needed to supplement the local funds expense so the Morgantown Police Department Prevention Resource Officer Program can be fiscally feasible. This comes at a time when the Morgantown Police Department is facing financial challenges and its proposed PRO program will not be possible without funding assistance.

The breakdown of all of the matching funds is listed below:

- Year one salary of a Morgantown Police Officer .................. $55,536
- Two one year salaries ............................................. $111,072
- Minus requested JAG funds ....................................... -$40,000
- Total matching funds Salaries ................................... $71,072

The breakdown for the remainder of the personnel costs (matching funds) for two year one Morgantown Police Officers is listed below:

- Medicare .................................................................. $1,320
- Family Health Insurance ........................................... $49,728
- Vacation (88 hours annually) ................................. $4,699
- Sick Leave (144 hours annually) .................. $7,690
- Retirement ............................................................. $24,191
- Workers Compensation ....................................... $10,108
- Total ................................................................. $97,736

Total training costs (matching funds) for two one year Morgantown Police Officers for completion of the West Virginia State Police Basic Academy .......... $3,000

Total equipment costs (matching funds) for two one year Morgantown Police Officers (initial costs of equipping two officers is ...................... $19,688
Please provide information that describes the proposed project. State clearly and in concise detail the purpose and direction of the project, including all components described in the project narrative section of the application instructions. All components must be addressed in the order listed in the instructions. Attach additional pages if necessary and label additional pages as 5a, 5b, 5c, etc.

PROBLEM STATEMENT:

Within the past few years police departments around the country have been forced to redefine how they interact with the public it serves. Highly inflammatory news coverage of police involved incidents has caused much of the public to call into question the methods and motivation of police professionals that serve them. Recent incidents of school shootings have brought into sharp focus the issue of violence in our schools. These events have forced police professionals to step back and attempt to resolve this ever-growing trend. With one eye on the safety of our children and another on instilling a new and more positive perception of the officers serving the community. Recent years have shown an increase in incidents in West Virginia schools involving weapons, with the number of actual reported injuries rising. A student took several other students hostage in a Barbour County public school in 2015. Drugs, both prescription and illegal, have also continued to cause problems in West Virginia’s schools. Traditionally the police response to the problems within our schools and communities have been reactive, when something bad happens the police are called. The Prevention Resource Officer (PRO) Program offers an opportunity for Police professionals to impact the lives of the people they serve in a proactive way. It is logical to conclude that children who experience consistent positive contact with a police officer are more likely to grow up viewing the police in a positive manner, are more likely to obey the law and are also much more likely to aide in the investigation of serious crimes.

DESCRIPTION OF PROGRAM:

The PRO program is a cooperative effort between schools and the police to improve students’ attitudes and knowledge of the criminal justice system and policing, to prevent students from committing crimes, to mentor youth with police officers, to provide safer school environments, and to
combine safety and child advocacy assuring a better school experience for all WV youth. The program has three main components:

**Prevention** — The officers facilitate classes on non-traditional educational topics;

**Mentoring** — Officers are trained on how to be a positive mentor to students they interact with daily; and

**Safety** — Officers are trained to recognize potential danger, prevent violence, and to respond to dangerous school situations.

The PRO program places certified West Virginia Police Officers who are also certified Prevention Resource Officers in local middle and high schools. The officers maintain an office in the school, are in that school 35 - 40 hours per week, attend extra-curricular activities, facilitate classes in non-traditional educational topics such as juvenile law, domestic violence, underage drinking, drug and alcohol prevention, and child abuse and neglect. They work on safety issues, prevention, and learning more about youth and interacting with them.

Achievement will be documented by the reduction of juvenile crime in the schools and juvenile offenders, the number of students in PRO classes, and student surveys.

**Project Assessment / Evaluation:**

The PRO Program will collect the following data to assess results: Documented cases of identified at-risk students within PRO’s school, record of steps taken to intervene by PRO as well as record of any outcomes related to intervention. Conducting classes on subject matter pertaining to identifying behavior in peers as well as other non-traditional topics data collected through testing and assignments completed by students as part of the classroom experience. Surveys of both students and faculty to obtain perceived impacts of the PRO and his or her presence in the school as well as student
acceptance and value of the program. Lesson plan evaluation will be conducted on a bi-monthly basis to ensure relevance of subject matter being taught. Standard procedures for documenting participation per role call procedures and the following standard school attendance procedures as well as regular meetings with team members where any issues are documented. Number of classes provided on substance abuse, number of illegal drug prevention programs supported, number of community based social intervention programs supported by JAG funds. The data will be collected by researching the schools', Morgantown Police Department's, juvenile probation records, student surveys, and PRO's class / program records. The PRO will be responsible for the collection of the data. The PRO's supervisor will be responsible for performing the program assessment. The results will be used to identify the strengths and weaknesses of the program. More attention will be given to the weaknesses in order to improve the program.

**Strategic Plan for Program:**

Police Officers have been assigned to the high schools in Monongalia County for several years. Most recently A PRO funded through the JDDP has been placed in one middle school covering the past fiscal year. This program will seek to maintain the existing officer and add an additional PRO to another middle school not being served. The community has been overwhelmingly supportive of that and has voiced the desire to have more officers assigned to more schools. The Monongalia County School System, in collaboration with the Morgantown Police Department, has become much more proactive with school safety in the last two years. This has caused most school system employees to also want more officers in more schools. The Morgantown Police Department has one school resource officer assigned to Morgantown High School and one assigned to South Middle School. Those officers take an
active role in juvenile court and work closely with juvenile probation. The Monongalia County School System Administration has provided a great deal of positive feedback regarding the school resource officers and considers the program quite successful. The Monongalia County School System Administration has worked with the Morgantown Police Department to attempt to place more officers in more schools. It is very supportive of this grant proposal and will appropriately oversee that the PRO program is also quite successful from its perspective.
Grant Goal(s) & Objective(s)

Descriptions:

Goal - A broad statement about what the program intends to accomplish. This statement should state the long-term desired impact of the program; set scope or foundation; state long-range target or purpose; identify target population; and state the condition to be changed. You may only have one goal for your project with several objectives and activities to meet that goal.

Objective - A specific statement of the desired short-term, immediate outcome of the program which support accomplishment of the goal. Each objective must be S.M.A.R.T. (Specific, Measurable, Attainable, Results oriented and Time bound).

Outcome Measure - The data or tool used to measure achievement of the objective.

Activities - What will be done and who will accomplish it. You must have at least one (1) activity per objective.

Timeline - When will the activity begin and end. You must have a timeline for each activity.

<table>
<thead>
<tr>
<th>Goal Number:</th>
<th>Educate students on subject matter relating to at-risk behavior.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective Number:</td>
<td>1 Supply students with information and tools to deal with at risk behavior.</td>
</tr>
<tr>
<td>Outcome Measure:</td>
<td>Formalized lesson plans and end of term activity reports.</td>
</tr>
<tr>
<td>Baseline Data:</td>
<td>Schools, Morgantown Police</td>
</tr>
<tr>
<td>Activities to meet objective:</td>
<td>Timeline for each activity:</td>
</tr>
<tr>
<td>1. PRO teaches classes</td>
<td>1. 8/2019-1/2020, 2/2020-6/2020</td>
</tr>
<tr>
<td>2. PRO remains accessible</td>
<td>2. 8/2019-1/2020, 2/2020-6/2020</td>
</tr>
<tr>
<td>3. PRO develop detailed plan on subject matter.</td>
<td>3. 8/2019-1/2020, 2/2020-6/2020</td>
</tr>
</tbody>
</table>

<p>| Objective Number: | Act as deterrent to juvenile crime in the schools and community. |
| Outcome Measure: | Reduction in juvenile related criminal incidents. |
| Baseline Data: | Schools, Morgantown Police, Juvenile probation records. |
| Activities to meet objective: | Timeline for each activity: |
| 2. PRO is actively engaged in School/Community | 2. 8/2019-1/2020, 2/2020-6/2020 |</p>
<table>
<thead>
<tr>
<th>West Virginia Justice Assistance Grant Program Application</th>
<th>Grant Goals and Objectives Page 6b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Objective Number:</td>
<td></td>
</tr>
<tr>
<td>Outcome Measure:</td>
<td></td>
</tr>
<tr>
<td>Activities to meet objective:</td>
<td>Timeline for each activity:</td>
</tr>
<tr>
<td>1.</td>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
<td>4.</td>
</tr>
</tbody>
</table>

Goal Number:  
Objective Number:  
Outcome Measure:  
Activities to meet objective:  
Timeline for each activity:  
1.  
2.  
3.  
4.  

Objective Number:  
Outcome Measure:  
Activities to meet objective:  
Timeline for each activity:  
1.  
2.  
3.  
4.  

Objective Number:  
Outcome Measure:  
Activities to meet objective:  
Timeline for each activity:  
1.  
2.  
3.  
4.  

Page 26 of 79
Provide a membership list of the all parties collaborating on this project, including name, title, agency affiliation, mailing address, telephone number, fax number, and email address for each member. Letters of commitment or MOU's from each board member, reflecting their understanding of the requirements of the Collaboration will not be required but is encouraged for this grant application.

Planning and Evaluation Team Members
List the address and telephone number of each planning and evaluation team member. Also attach the letters of commitment from each team member reflecting their understanding of the requirements of the planning and evaluation team as Attachment C of the grant application.

Deputy Chief Eric Powell, Morgantown Police Department, 300 Spruce Street, Morgantown, WV, 26505, Phone 304-284-7447

Assistant Prosecutor Ted R. Nordstrom, Monongalia County Prosecuting Attorney's Office, Monongalia County Judicial Center, 75 High Street, Morgantown, WV, 26505, Phone 304-291-7250

Juvenile Drug Court Coordinator / Probation Officer Darral Bennet, Monongalia County Probation Department, Monongalia County Judicial Center, 75 High Street, Morgantown, WV, 26505, Phone 304-291-7217

School Based Probation Officer Lucy Moats, Monongalia County Probation Department, Monongalia County Judicial Center, 75 High Street, Morgantown, WV, 26505
Phone 304-291-7217

Director of Safe Schools Adam Henkins, Monongalia county Schools, 13 South High Street, Morgantown, WV, 26501, Phone 304-291-9210
Provide a brief statement outlining the program agency's procedures for hiring employees who are funded under this grant. Include with this application a job description and qualifications for the position(s) proposed under the grant. If position(s) are currently filled, please include a resume for each position filled.

Hiring Procedures and Job Descriptions

Provide a brief statement outlining your agency's procedures for hiring employees who are funded under this grant. Include with this application a job description and qualifications for the position(s) proposed under this grant. If position(s) is/are already filled, then include a resume for each position filled.

The Morgantown Police Department uses the same procedure to hire all of its officers. It is regulated by the Morgantown Police Civil Service Commission. The requirements for hiring consideration by the Morgantown Police Department as an officer are: be at least 18 years old and not more than 40 at the time of application, have a high school diploma or GED, be a United States citizen for three years, pay a $25.00 application fee, establish and maintain a permanent residence within a 15 nautical mile radius of 300 Spruce St., Morgantown, WV, successfully pass both a written and physical fitness examination, veterans' preference points will be awarded per WV Code 6-13-1.

Applicants that meet the above requirements must then successfully pass the following:
A civil service commission interview, polygraph examination, background investigation, drug testing, medical examinations, vision test, psychological examinations, and personal interview.

The job description of a Morgantown Police Department PRO is: carrying out the responsibilities of a certified police officer, instructing an integrated educational curriculum of substance abuse prevention, at risk behavior prevention, criminal justice and other related topics, acting as a mentor and resource for students by furnishing guidance regarding ethical issues and providing counseling when needed.

The qualifications of a Morgantown Police Department PRO are: The officer must have successfully completed the probationary period, have no sustained internal investigations which resulted in disciplinary action within the past six months, an overall "meets standards" evaluation for the previous two years, the ability to deal effectively with students regardless of age, socio-economic status, cultural, or racial background, present a positive image of a police officer through personality, communication skills, and proper grooming, have the desire and ability to work with school personnel, have the education, background, experience, interpersonal skills, and interest to effectively and accurately provide good quality teaching.

The selection of a Morgantown Police Department PRO will be done by the Chief of Police following the screening and recommendation of a review board.
West Virginia Justice Assistance
Grant Program Application

Operational Budget
Attachment A

Attach the operational budget for this program along with a brief 3-year strategic financial and programmatic plan of operation. Only one 3-year plan is required as long as all entities included in the application are sufficiently covered in the plan.

Organization Budget
Please either use this page, or attach an agency-wide budget

The Morgantown Police Department has operated on a reimbursement basis for several years through grants from the West Virginia Governor's Highway Safety Program, The Rape and Domestic Violence Information Center, The United States Department of Justice Bulletproof Vest Partnership, the West Virginia Homeland Security Program, and FEMA Non-Disaster Grant System through the Port Authority. The Police Department has managed all of these grants well.

Operational Budget:

Two, year one officers’ monthly salaries .......... $9,256
Two, year one officers’ monthly benefits .......... $7,847
Two, year one officers’ training .................. $3,000
Two, year one officers’ equipment ................ $19,688
JJDP funds monthly reimbursement for two PRO salaries. $4,444.44

The Morgantown Police Department will pay for all costs associated with benefits, training, and equipment. It will also pay the salaries in their entirety, aware that this proposed grant operates on a reimbursement basis. The remainder of the salaries cost, as well as the equipment and training costs after the JJDP-Title II funds reimbursement ($2,089) will be the responsibility of the Morgantown Police Department. This amount far exceeds the match requirement. If awarded this grant the Morgantown Police Department will continue application for the following two years. The Morgantown Police Department will continue to pay the salaries, benefits, training and equipment costs as specified above with full knowledge of the reimbursement process. The Morgantown Police Department PRO Program will operate for three years as outlined in this application.
<table>
<thead>
<tr>
<th>West Virginia Justice Assistance Grant Program Application</th>
<th>Plan of Sustainability Attachment B</th>
</tr>
</thead>
</table>

Please attach in this section a detailed outline of future funding strategies, and an outline of funding plans should federal funding sources cease to exist. Please detail fundraising strategies; local donations; city, county, and state funding contributions; as well as plans to maintain positions and program goals in current and future economic strains.

In the event federal funds would cease to exist the City of Morgantown would approach the Monongalia County Board of Education for help supplementing the funds needed for the PRO Program. In the event this does not happen, the City of Morgantown will eliminate the PRO positions. The current SRO's at Morgantown High School and South Middle School would then split their time between these schools with the addition of Suncrest Middle School and Mountaineer Middle School.
A copy of the following information must be submitted (as applicable) with this attachment in order for the application to be complete. Please refer to page xvii of the application instructions for more details:

1. Current Task Force Memorandum of Understanding
2. Law Enforcement Entry Level Salary Certifications
3. Prevention Resource Officer Board of Education Agreement
4. Memo of IBR Compliance from West Virginia State Police (all city, county, and state agencies are required to have this. If multiple cities or counties are covered under this application, a Memo must be provided for EACH participating agency)
5. 501c3 Documents and Articles of Incorporation
6. Active CCR Documentation
**Prevention Resource Officer (PRO)**

**Certification of Entry Level Salary & Benefits**
(Must be included with all PRO Applications)

PRO positions will be reimbursed at annual entry-level salary & benefits not to exceed $28,000. Grantees must certify what entry level is for all participating departments.

**Morgantown Police Department**

<table>
<thead>
<tr>
<th></th>
<th>ASSIGNED PREVENTION RESOURCE OFFICER: YEARLY</th>
<th>BASIC ENTRY LEVEL OFFICER: YEARLY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALARY:</strong></td>
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<tr>
<td><strong>BENEFITS:</strong></td>
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<td></td>
</tr>
<tr>
<td>FICA</td>
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<td>$N/A</td>
</tr>
<tr>
<td>Workers Compensation</td>
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<td>$5054.00</td>
</tr>
<tr>
<td>Retirement</td>
<td>$12,010.00</td>
<td>$12,010.00</td>
</tr>
<tr>
<td>Unemployment</td>
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<td>$N/A</td>
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<td>Insurance:</td>
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<td>Health</td>
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<tr>
<td>Other: Medicare</td>
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<td>$660.00</td>
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<tr>
<td><strong>OTHER: Please list:</strong></td>
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</tr>
<tr>
<td>(No clothing allowance)</td>
<td>$N/A</td>
<td>$N/A</td>
</tr>
<tr>
<td><strong>TOTAL SALARY &amp; BENEFITS:</strong></td>
<td>$97,529.00</td>
<td>$86,458.00</td>
</tr>
</tbody>
</table>

I hereby certify that the above information is true and correct.

**Signature:** Authorized Official, Sheriff or Chief

**Date:** 7/23/2019
Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.
CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three.

<table>
<thead>
<tr>
<th>Recipient’s Name: City of Morgantown</th>
<th>DUNS Number: 152234220</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 389 Spruce Street. Morgantown, WV 26505</td>
<td>Grant Number:</td>
</tr>
<tr>
<td>Grant Title: MPDPRO</td>
<td>Award Amount:</td>
</tr>
<tr>
<td>Name and Title of Contact Person: SSC Robert L. Gilmore</td>
<td>E-Mail Address: <a href="mailto:rgilmore@morgantownwv.gov">rgilmore@morgantownwv.gov</a></td>
</tr>
<tr>
<td>Telephone Number: 304-284-7446</td>
<td></td>
</tr>
</tbody>
</table>

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

Please check all the following boxes that apply:

- Recipient has less than fifty employees.
- Recipient is an Indian tribe.
- Recipient is a medical institution.
- Recipient is a nonprofit organization.
- Recipient is an educational institution.
- Recipient is receiving an award less than $25,000.

I, [recipient], certify that [responsible official], is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title  Signature  Date

**Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Paul Brake [responsible official], certify that City of Morgantown [recipient], which has fifty or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

City of Morgantown [organization],
389 Spruce Street, Morgantown, WV 26505 [address].

Paul Brake, City Manager  Signature  7/23/2019  Date

**Section C—Declaration Stating that an EEOP Utilization Report Has Been Submitted to the Office for Civil Rights for Review**

If a recipient agency has fifty or more employees and is receiving a single award or subaward of $500,000 or more, then the recipient agency must send an EEOP Utilization Report to the OCR for review.

I, [responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award of $500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title  Signature  Date

OMB Approval No 1121-0340 Expiration Date 05/31/14
INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under $25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forgo submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of $25,000 or more, but less than $500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of $500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Submission Process

If a recipient receives multiple awards subject to the Safe Streets Act, the recipient should complete a Certification Form for each grant. Recipients should download the online Certification Form, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No 1121-0340 Expiration Date 05/31/14
MEMORANDUM

TO: City Council
    Emily Muzzarelli, P.E., Assistant City Manager
    Ryan Simonton, City Attorney

FROM: Timothy L. Ball, P.E., General Manager, MUB

DATE: August 20, 2019

SUBJECT: COMMITTEE OF THE WHOLE
MEETING INFORMATION
August 27, 2019

Construction of the raw water pipeline at White Park was halted May 3rd in response to public outcry following the marking of trees to be removed for the work. That work, which was originally proposed to follow the existing main trail through the park, would have impacted a number of significantly mature witness trees. Respecting the public’s concerns, MUB immediately abandoned the original route.

Since May 3rd, we have conducted a substantial series of public meetings and presentations to gather input and to identify an acceptable alternate route for the much needed pipeline. Construction in the White Park area from Mississippi Street to the Water Treatment Plant (WTP) continues to remain on hold, awaiting selection of an alternate route.

I described to City Council on Tuesday June 18th that our next step, in the evaluation of alternatives and the selection of a route for the raw water pipeline, would be to conduct soil sampling and analysis within White Park along routes 3 and 8.

Soil samples have now been collected and analyzed, and the final results are very encouraging (see Triad report dated Aug 2, 2019). While the report indicates widespread low level presence of certain parameters, a common and often natural condition, it found only a few isolated areas with contamination to such a degree that special measures are advised. To further the good news, the special measures to be taken are simply that soil removed from those areas should be delivered to a landfill for disposal, and that workers in contact with those soils need only wear basic protective equipment.

The report specifically addresses the potential for hydrologic transport of contaminants, which could be a threat to the existing reservoir. It concludes that the observed lack of groundwater at the sample locations presents so little transport potential that, based on these results, none of the contaminants merit being rated as an actionable contaminant of concern.

The report also addresses the potential for airborne contaminants (VOCs). It indicates that no VOCs were detected above de minimis values, and concludes that, based on these results, VOCs do not merit being rated as an actionable contaminant of concern. The report does suggest that monitoring for VOCs would be appropriate during excavation activities.

WV DEP has reviewed the report and has provided a letter accepting its recommendations; the DEP has further commented specifically that the proposed pipeline work may proceed.
The matrix of route alternatives has, prior to the above information being available, already indicated that routes #3 and #8 appear to offer the best choice of more advantages and fewer disadvantages. The vast majority of public input that we received through numerous public meetings has confirmed that view. Among those public participants favoring routes 3 and 8, route 3 was the slightly more popular choice.

The only significant reservation has been concern for the contamination from the “tank field legacy”. The soil test report discussed above directly addresses those concerns with appropriate and reasonable recommendations for how the pipeline may proceed; the concerns that the pipeline should take an alternate route in order to avoid the contamination should now be put to rest.

While some have expressed concern about loss of trees where the pipeline route will be cleared, our plans adequately address those concerns. Both routes #3 and #8 have been adjusted in order to minimize the number of trees to be affected in the short term. Our plan also will replace trees removed with new plantings at a 2:1 ratio, so that long term net tree recovery can occur at an even greater rate. In addition, the restored path will serve as a valuable new walking trail. See attached existing conditions and potential restoration rendering.

The Tree Board and the Urban Landscape Commission have already endorsed routes #3 and #8 (see letter dated June 7, 2019). BOPARC met on August 14th but deferred taking a vote to endorse any route until a license agreement is circulated among MUB, the City and BOPARC. The BOPARC Board wishes to first see the specific terms and conditions of the license agreement.

The MUB Board specifically rejects routes 5 and 5A for the following reasons:

- Route #5 fails to provide sufficient flow capacity to meet long term needs;
- Route #5 would result in significant inconvenience to nearby residents during the extended construction period along City streets;
- Route #5A would require a pumping station, with significantly higher construction cost and operating costs, and related rate increases; and
- Route #5A would abandon the environmental benefit of natural gravity flow, and impose net environmental costs far in excess of any other alternative.

Accordingly, and with all the above in mind, the MUB Board recommends that the City Council approve route #3 for the following additional reasons:

- Route #3 avoids disturbing aesthetics of streamside cliffs near the Ice Rink;
- Route #3 avoids steep and difficult terrain of streamside cliffs near the Ice Rink;
- Route #3 has a shorter overall pipeline length; and
- Route #3 has a lower construction cost (than any other alternate route) and will not require a rate increase.

MUB will work with the City staff and with BOPARC over the coming weeks to develop an appropriate license agreement. We respectfully request that City Council formally consider the finished license agreement at an upcoming regular meeting (date to still be determined).

Thank you for your continued support and for your interest in this vitally important project.
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1. Current assessment by qualified third party
2. Alter natives 6-8 estimated cost
3. Potential number of rights-of-way needed
4. Number permits/permissions that need modified
5. Soil conditions to be verified via testing
6. Conditions of carbonated trees would have absorbed at pounds of carbon produced
7. Pump station operation (does not include carbon footprint of pump station construction)
8. 30 to 40 years for trees, six 12 year for pump station
MEMORANDUM

To: Shannon Cox
From: Jason McDougal
Date: July 29, 2019

Subject: MUB Phase II Investigation of White Park August 2, 2019

West Virginia Department of Environmental Protection (WVDEP), Office of Environmental Remediation (OER) has reviewed the Phase II Site Assessment for White Park (August 2, 2019), prepared for Morgantown Utility Board (MUB). WVDEP agrees with the recommendations in Section 7.0 of the final report. As such, and under the condition that the recommendations are followed OER, approves the proposed construction through the CERCLA site. It is OER’s opinion that, if the recommendations are followed, there will be no unacceptable risk to human health or the environment. OER would be happy to work with the MUB to keep their project moving forward. Please feel free to reach out to OER for guidance and/or document review going forward.

Thank You

Jason S McDougal
OER Superfund and Federal Facilities Restoration
Program Manager

Promoting a healthy environment.
Press Release

Following weeks of public input, Morgantown Utility Board’s Board of Directors selected a path for the construction of its raw water pipeline in White Park. While the process of identifying a single route required extensive meetings and engineering, the process proved valuable.

"Route 3 is a terrific win for the Morgantown community. By bringing so many people with such diverse backgrounds and interests together we created a plan that not only secures a safe, clean water supply for generations to come but will create a new trail through a difficult to access portion of White Park," said MUB General Manager Tim Ball.

Ball adds that the route selected meets various engineering and environmental criteria.

"Foremost, Route 3 provides the minimum flow requirement of 20 million gallons of water a day using a gravity fed design. This flow rate is extremely important since anything less could not adequately meet Morgantown's water needs for an extended period of time," he said.

What’s more, relying on gravity to meet the minimum flow rate is itself an important consideration of MUB's.

"While meeting the 20 million gallon a day mark is critical, so was the idea that the waterline be gravity fed. Otherwise, a pump station would be required, placing substantial construction and maintenance costs onto our rate payers," Ball said.

Of course, a gravity fed system also makes environmental sense.

"A pump station would substantially add to the carbon costs of the project both short-term and long-term. You simply can’t engineer a system that’s more environmentally efficient than one that is powered by gravity. Constructability cannot get greener than gravity," Ball added.

To further minimize the carbon footprint of raw waterline construction, MUB will work with local organizations to replant trees.

"During the soil sampling we employed an arborist to advise us on tree protection and avoidance of adverse effects on the arboricultural condition of the area. Moving forward, the arborist will record the species and circumference of trees affected by construction of the waterline," said Ball.

This information will then be used to mitigate tree loss on a two-to-one ratio.

"We will provide the arborist’s catalog of trees to the Morgantown Tree Board and Urban Landscape Commission. The purpose is to have these groups help us identify tree species and locations at which to
plant new trees,” Ball said. “Because we are committing to replacing every tree lost with two new trees, we have a terrific opportunity to offset environmental impacts of our work as well as benefit rural beautification projects.”

According to Ball, all of this creates a win-win situation for the Morgantown area that future generations will reflect on with gratitude.

“This process provides an excellent example of how groups can come together in a way that benefits the entire Morgantown area. Not only will Morgantown have a safe, reliable and secure secondary raw water supply but they will enjoy a new trail in White Park. Given the growth of our area, these things are increasingly important,” he said.
Mr. Paul Brake  
City Manager  
City of Morgantown  

June 7, 2019  

Mr. Brake:  
The Urban Landscape Commission and Morgantown Tree Board appreciate all the efforts and consideration that have been put forward to the placement of the proposed waterline through White Park. MUB, the City of Morgantown, BOPARC, Valke Haas, Greenspace Coalition and many community members are to be commended for helping to make this important project a win-win for the entire community.  
The Tree Board and Urban Landscape Commission convened a joint meeting on June 3, 2019 with Doug Smith (MUB). We carefully reviewed the “matrix” of proposed routes and Doug Smith (MUB) answered questions and provided insight.  

At this point we are recommending Routes 3 and 8 as the best options. These routes seem to have the least impact on the main part of White Park and Old Growth or Witness Trees, according to the information provided. While there will be an additional construction cost, the costs should not be excessive and the overall water production goal can still be met. There will still be several oil pits to avoid or possibly mitigate. A unique benefit provided by Routes 3 or 8 will be access to a new trail on the south side of the existing reservoir.  

With the waterline construction on the south side, many trees will need to be removed. The Tree Board and ULC are asking and recommending the following:  

- MUB commits to undertaking all practicable efforts to route the pipeline around tagged trees and, should it nevertheless conclude that any tagged tree protection zones must be entered, will consult with the Tree Board or ISA Certified Arborist beforehand.  
- State Champion Trees or significant trees be located and tagged for preservation and protection during construction by an ISA Certified Arborist.  
- Tree Protection Zones on tagged trees be constructed and monitored by an ISA Certified Arborist.  
- Trees to be removed or potentially damaged be measured (dbh), identified by species and recorded prior to cutting, by an ISA Certified Arborist  
- Based on tree inventory of trees to be removed, a replacement of 2 to 1 trees with details and replacement size to be determined by the Tree Board and Urban Landscape Commission. The Tree Board is currently developing a replacement standard that will address development on city property.  
- If the proposed route crosses Cobun Creek, an appropriate Boardwalk be installed that will allow visitor access to the new trail.  

Thank you for your dedication and hard work to making Morgantown a better place to call home.  

Sincerely,  
Joe Morris, Chair, Urban Landscape Commission and Dave Barnett, Chair, Morgantown Tree Board:  
Dan Brown, Jonathan Cumming, Matt Cummons, Dave Davis, Greg Dahle, Donna Foster, Michael Hasenmyer,  
Kara Hurst, Bill MacDonald, Jon Weems.  

Cc: City Council members, Chris Fletcher, Damien Davis, Marchetta Maupin, Scott Cline, Emily Muzzelli,  
Melissa Burch, Doug Smith, Jim Fett, Cory Jones, JoNell Strough, Valke Haas.
White Park
Mississippi Street
Morgantown, Monongalia County, West Virginia

Triad Project No: 04-19-0285

Prepared for:
Morgantown Utility Board
278 Greenbag Road
Morgantown, WV 26501

Prepared By:
Triad Engineering, Inc.
10541 Teays Valley Road
Scott Depot, WV 25560

August 2, 2019

TRIAD Listens, Designs & Delivers™
www.triadeng.com
August 2, 2019

Mr. Cory Jones, PE
Morgantown Utility Board
278 Greenbag Road
Morgantown, WV 26501

Subject: Phase II Environmental Site Assessment – Rev.0
White Park
Morgantown, Monongalia County, West Virginia
Triad Project No: 04-19-0285

Dear Mr. Jones:

Enclosed is the Phase II Environmental Site Assessment (ESA) report for the above referenced property herein referred to as the Site, located near Mississippi Street in Morgantown, Monongalia County, West Virginia. Triad completed the Phase II ESA in general conformance with the American Society of Testing and Materials, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process (ASTM E 1903-11).

Based on the Phase II ESA investigations, the Site appears to be impacted by previous on-Site activities. Contaminants of potential concern were identified in soil at the Site.

We have appreciated the opportunity to assist you with this project. If you have any questions or need additional information, please feel free to contact us.

Sincerely,
Triad Engineering, Inc.

Shannon L. Cox
Senior Environmental Scientist

Heather A. Metz, LRS
Environmental Services Manager
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ACRONYM LIST

AAI  All Appropriate Inquiry
ALS  ALS Environmental
AOPC Areas of potential concern
AST  Aboveground storage tank
ASTM American Society of Testing and Materials
BGS  Below ground surface
BOPARC Board of Park and Recreation Commissioners
CERCLIS Comprehensive Environmental Response, Compensation, & Liability Information
COC  Contaminants of concern
COPC Contaminants of potential concern
DPT  Direct-push technology
EnviroCore EnviroCore, LLC
ESA  Environmental Site Assessment
MCL  Maximum Contamination Limit
MDL  Maximum Detection Limit
MUB  Morgantown Utility Board
OER  Office of Environmental Remediation
PAH  Polynuclear aromatic hydrocarbons
PID  Photo-Ionization Detector
PPE  Personal protective equipment
ppm  Parts per million
RBC  Risk based concentration
RCRA Resource Conservation and Recovery Act
REC  Recognized environmental condition
SCS  Soil Conservation Service
SMP  Soil Management Plan
SVOC Semi-volatile organic compounds
TAL  Target analyte list
Triad Triad Engineering, Inc.
USCS Unified Soil Classification System
USEPA United States Environmental Protection Agency
VRRA West Virginia Voluntary Remediation and Redevelopment Act
VOC  Volatile organic compounds
WVDEP West Virginia Department of Environmental Protection
1.0 EXECUTIVE SUMMARY

This report presents the results of a Phase II Environmental Site Assessment (ESA) performed by Triad Engineering, Inc. (Triad) at an approximately 3,000 linear feet area located within the White Park property (the Site), near Mississippi Street and south of the Cobun Creek Reservoir in Morgantown, Monongalia County, West Virginia. Triad performed the Phase II ESA investigation in accordance with the American Society of Testing and Materials (ASTM) Practice E 1903-11, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, unless otherwise noted in the report.

The purpose of the current investigation is to evaluate the area where utility line installation work is planned. Therefore, the current Site area consists of approximately 3,000 linear feet located within White Park, beginning near Mississippi Street and following along the southern side of the Cobun Creek Reservoir. The Site is currently owned by the City of Morgantown and operated by the City of Morgantown Board of Park and Recreation Commissioners (BOPARC).

Prior to its recreational development, the 170-acre White Park was part of a larger approximate 700-acre area occupied by a crude oil tank farm operated by Standard Oil and its subsidiary, the Eureka Pipe Line Company. The 700-acre Site was utilized as a tank farm from as early as the late 1800’s until the early 1960’s. The Site was listed on the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) in August 1988 following an inspection and preliminary sampling investigation conducted by the West Virginia Division of Natural Resources, Waste Management Section (WVDNR, WMS). The inspection was initiated by a report from a private citizen concerning tar-like deposits observed in an area remaining from a former crude oil aboveground storage tank (AST). The United States Environmental Protection Agency (USEPA) has assigned the Site CERCLIS number WVD988766168.

To investigate area where utility line installation work is planned, Triad collected 37 soil samples, which were analyzed for VOC, SVOC, and Target Analyte List (TAL) metals.

The laboratory analytical results were compared to applicable regulatory criteria published by the West Virginia Department of Environmental Protection (WVDEP) to determine if previous Site activities have environmentally impacted the property. Based on the laboratory analytical results,
contaminants of potential concern were identified in soil at the Site at concentrations exceeding their respective benchmark values.

Arsenic, manganese, iron, and cobalt were detected at concentrations greater than their respective residential soil *de minimis* value and their natural background concentrations for West Virginia soils in samples collected throughout the Site. In addition, vanadium was detected at a concentration greater than its respective residential soil *de minimis* value, but below the natural background concentration in all soil samples collected. Low-level PAH were detected from soil samples collected from the Cobun Creek Reservoir (SB-36) and the eastern portion of the Site (SB-33 and SB-34), as well as, benzo(a)pyrene detected in soil sample SB-2 collected from the western portion of the Site. Areas of impacted soil to be removed are summarized in the following table, which will be further defined in the Soil Management Plan (SMP):

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Based on the laboratory analytical results, low-level PAH and metals have been identified in soil in the area of the proposed municipal water line. In accordance with Resource Conservation and Recovery Act (RCRA) regulations, once soil is removed from the ground it is considered a solid waste; therefore, any soils removed in the vicinity of the impacted areas need to be properly disposed. Solid wastes are not to be placed back in the trench. The impacted areas would consist of all soil within the area where detections exceeded the WVDEP residential soil *de minimis* values and the natural background concentrations for West Virginia soils. Additional landfill requirements may be necessary prior to acceptance of the waste. Triad recommends that MUB notify the WVDEP and prepare a SMP prior to any excavation activities within the CERCLIS site boundary. This SMP will describe the areas of soil to be removed and specify disposal requirements and will identify any necessary personal protective equipment (PPE). Mr. Jason (Jake) McDougal, WVDEP Superfund Program Manager for the overall White Park CERCLIS Site, reviewed this Phase II ESA Report and agreed with Triad’s recommendations. The WVDEP letter is provided in Appendix 1, *WVDEP Correspondence*. 
No VOC were detected in soil in exceedance of the WVDEP residential soil *de minimis* values. VOC were field screened with a photoionization detector (PID) to determine if any inhalation exposures may exist during future excavation. Based on the results of the Phase II ESA, VOC would not be considered a COC at this time. In addition, Mr. McDougal added that monitoring with a PID during excavation within the White Park site property would be appropriate.

2.0 INTRODUCTION
This report presents the results of the Phase II ESA performed by Triad of the 3,000 linear feet area located within White Park beginning near Mississippi Street and following along the southern portion of the Cobun Creek Reservoir in Morgantown, Monongalia County, West Virginia.

Several environmental investigations have been performed over the years which have identified evidence of recognized environmental conditions due to previous uses of the Site. Triad performed the Phase II ESA investigation in accordance with ASTM Practice E 1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*, unless otherwise noted in this report.

2.1 Purpose
The purpose of the Phase II ESA investigation was to evaluate the property and to provide technically sound data that allow both an environmental professional and the data user to determine whether hazardous substances or petroleum products are present. In addition, the Phase II ESA is intended to provide sufficient information regarding the nature and extent of any contamination to assist the user in making informed business decisions regarding the property. The Phase II ESA is not intended to satisfy the level of inquiry necessary to support remedial solutions if they are required.

2.2 Special Terms and Conditions
Triad has prepared this Phase II ESA report on behalf of the Morgantown Utility Board (MUB). The information, data, conclusions, and opinions presented in this Phase II ESA report reflect results of the site investigations performed under contract to MUB. There were no special terms and conditions in-place with regard to the findings, recommendations, or our expressed opinion regarding recognized environmental conditions associated with the Site.
2.3 Limitations and Exceptions
Triad has prepared this report for the exclusive use of MUB and their assigns as a Phase II ESA report on the subject property herein described as White Park located near Mississippi Street and south of the Cobun Creek Reservoir. The opinions and conclusions expressed in this report are based on the results of our Phase II ESA work tasks.

For the purposes of this Phase II ESA, the terms "subject site," "subject property," and "Site" refer to the land within the property boundaries. The term "surrounding vicinity" generally refers to properties within a one-mile radius of the Site. The term "adjoining properties" refers to land contiguous to the Site. The term "adjacent properties" refers to land proximal to the Site.

The conclusions of the Phase II ESA are inherently limited by the nature and scope of the site characterization field investigation. Furthermore, the design and subsequent implementation of the Phase II ESA investigation is often based on information and data obtained from others. Therefore, Triad cannot be responsible for the accuracy of such information and assumes no responsibility for conditions that were not divulged to us during the preparation of this report.

It should also be noted that our assessment is considered to be valid only at the time and locations investigated and that conditions within the Site may vary with time. The nature and extent of these variations may only become evident during the course of future investigations or development. This report was not intended to establish the compliance status of the subject property with respect to Federal, State, or Local environmental regulations.

Triad has performed its services in general accordance with ASTM E 1903-11, Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process for conducting a Phase II ESA and make no other warranty, either expressed or implied, as to the professional services and advice contained herein.

2.4 Limiting Conditions and Methodology Used
Triad performed the Phase II ESA work tasks in general accordance with ASTM Practice E 1903-11, unless otherwise noted in this report. As such, the user may rely upon the findings and opinions of the Phase II ESA report, subject to the scope of services, significant assumptions, limitations and exceptions, and special terms and conditions as described in the Phase II ESA report. Triad emphasizes that this Phase II ESA does not guarantee that unobserved conditions,
undocumented incidents, or information withheld concerning environmental conditions at the Site will not affect the level of environmental risk or potential liability at the Site.

3.0 BACKGROUND

3.1 Site Description and Features
The Site consists of an approximate 3,000 linear feet area (proposed water line route) located within White Park, near Mississippi Street and south of the Cobun Creek Reservoir in Morgantown Monongalia County, West Virginia. White Park encompasses approximately 170 acres and is owned by the City of Morgantown.

The Site is occupied by woodland and the eastern portion of the approximately 17-acre Cobun Creek Reservoir.

The Site can be accessed by traveling south on US Route 119 (Don Knotts Boulevard), turning east (left) onto Greenbag Road, and traveling approximately one mile and turning north (left) onto Mississippi Street. The location of the Site is depicted on the attached Figure 1, Site Location Map on the Morgantown South, W.VA. 7.5-minute topographic quadrangle map.

3.2 Physical Setting
The Site consists of rolling to steep hills throughout. Current land-uses in the area adjoining and adjacent to the Site are a mix of commercial and residential.

3.3 Site History and Land Use
Prior to its recreational development, White Park was part of an area occupied by a crude oil tank farm operated by Standard Oil and its subsidiary, the Eureka Pipe Line Company. The Site was utilized as a tank farm from as early as the late 1800's until the early 1960's. The Site was listed in CERCLIS in August 1988 following an inspection and preliminary sampling investigation conducted by the WVDNR, WMS. The inspection was initiated by a report from a private citizen concerning tar-like deposits observed in an area remaining from a former crude oil AST. The USEPA has assigned the Site CERCLIS number WVD988766168.
3.4 Adjacent Property Land Use
Current land-uses of the properties that are immediately adjoining and adjacent the area of investigation are as follows:

North – The Site is bound to the north by the Cobun Creek Reservoir with hiking/biking trails beyond.

South – The Site is bound to the south by commercial properties with Greenbag Road beyond.

East – The Site is bound to the east by Mississippi Street with baseball fields and hiking/biking trails beyond.

West – The Site is bound to the west by a Toyota Dealership with US Route 119 (Don Knotts Boulevard) beyond.

3.5 Summary of Previous Assessments
Environmental assessments have previously been performed from 1987 through 2009 within the approximate 700-acre former tank farm which includes the 170-acre White Park property.

4.0 PHASE II ACTIVITIES
4.1 Scope of Assessment
4.1.1 Supplemental Record Review
No supplemental record reviews were conducted as part of this assessment.

4.1.2 Sampling Plan
Based on the previous and proposed use of the Site, the Phase II ESA investigation consisted of collecting soil samples along the proposed municipal water line route (approximately 3,000 linear feet) within White Park.

4.1.3 Chemical Testing Plan
Based on the findings of previous environmental assessments, contaminants of potential concern (COPC) consisted of VOC, SVOC, and TAL metals.
4.1.4 Deviations from the Work Plan
There were no deviations to the Phase II ESA from the Work Plan.

4.2 Field Explorations and Methods
On June 24 through 26, 2019, EnviroCore, LLC (EnviroCore), under contract to Triad, advanced a total of 32 borings using direct-push techniques (DPT) and 5 borings using a hand auger. In addition, Triad collected 37 soil samples. The sample locations are illustrated on the attached Figure 2, Sample Location Map. Digital photographs of each sample location are provided in Appendix 2, Site Photographs.

4.2.1 Test Borings
To collect the subsurface soil samples, EnviroCore collected continuous soil cores within approximately two-inch diameter clear PVC sleeves that were four feet in length. Triad visually described the soil samples within each core in the field in general accordance with the Unified Soil Classification System (USCS). Thirty-two (32) of the borings were advanced to the to the depth of refusal on bedrock and the remaining five borings were terminated at four to six feet below ground surface (bgs). A PID was used to screen the soil samples for evidence of VOC. The subsurface soil sample selected for laboratory analysis was determined based on field observations, which included discoloration, odor, depth to groundwater, and results of PID field screening. Soil descriptions, PID measurements, and sample location depths are included on the boring logs in Appendix 3, Soil Boring Logs. The DPT sampling equipment was decontaminated with Liquinox® soap and distilled water between each boring.

4.3 Sampling and Chemical Analysis and Methods
4.3.1 Soil
Soil samples were collected in accordance with Triad's standard operating procedures. The soil samples were placed in clean, laboratory supplied sample containers and delivered via courier to a WVDEP certified laboratory, ALS Environmental (ALS) located in South Charleston, West Virginia, with chain-of-custody documentation. The samples were placed on ice and a temperature of 4°C plus or minus was maintained in the shipping container. The soil samples were analyzed for the following:

- VOC by USEPA Method 8280C;
SVOC by USEPA Method 8270D; and
TAL metals by USEPA Method 6020A/7471B.

5.0 EVALUATION AND PRESENTATION OF RESULTS

5.1 Subsurface Conditions

5.1.1 Geologic Setting

Based on logs of the environmental borings, the entire Site is covered by approximately one foot of organic matter and/or gravel. Silty sandy clay was encountered below the organic matter and/or gravel to boring termination or refusal on shale or sandstone at depths ranging from 2 to 10 feet bgs.

5.1.2 Hydrogeologic Conditions

Groundwater was not encountered in any of the soil borings prior to termination. Additionally, no groundwater monitoring wells or piezometers were installed during this investigation, therefore a site-specific groundwater gradient could not be determined.

5.2 Laboratory Analytical Results

5.2.1 Soil

Soil data were compared to residential land-use *de minimis* values and migration to groundwater values under the West Virginia Voluntary Remediation and Redevelopment Act (VRRA) program.

Arsenic was detected at a concentration greater than its respective residential soil *de minimis* value of 0.43 milligrams per kilogram (mg/kg) in all soil samples collected. However, arsenic concentrations only exceeded the natural background concentration of 13 mg/kg for West Virginia soils in soil samples SB-3 (63 mg/kg), SB-4 (19 mg/kg), SB-16 (15 mg/kg), SB-18 (29 mg/kg), SB-19 (19 mg/kg), and SB-26 (13 mg/kg). Manganese was detected at a concentration greater than its respective residential soil *de minimis* value of 3,500 mg/kg in soil samples SB-3 (4,000 mg/kg), SB-4 (24,000 mg/kg), and SB-15 (19,000 mg/kg). Iron was detected at a concentration greater than its respective residential soil *de minimis* value of 55,000 mg/kg and the natural background concentration of 70,000 mg/kg in soil samples SB-15 (130,000 mg/kg) and SB-18 (73,000 mg/kg). Cobalt was detected at a concentration greater than its respective residential soil
de minimis value of 23 mg/kg in soil samples SB-4 (180 mg/kg), SB-4A (41 mg/kg), SB-15 (48 mg/kg), SB-18 (50 mg/kg), SB-19 (28 mg/kg), SB-20 (38 mg/kg), SB-21 (89 mg/kg), and SB-22 (23 mg/kg). Vanadium was detected at a concentration greater than its respective residential soil de minimis value of 5.5 mg/kg and below the natural background concentration of 100 mg/kg in all soil samples collected. Benzo[a]pyrene was detected at a concentration greater than its respective residential soil de minimis value of 0.016 mg/kg in soil samples SB-2 (0.048 mg/kg), SB-34 (0.095 mg/kg), and SB-36 (0.13 mg/kg). Benzo(a)anthracene was detected at a concentration greater than its respective residential soil de minimis value of 0.21 mg/kg in soil sample SB-33 (1.6 mg/kg). Benzo(b)fluoranthene was detected at a concentration greater than its respective residential soil de minimis value of 0.16 mg/kg in soil sample SB-36 (0.21 mg/kg).

Cyclohexane, ethylbenzene, isopropylbenzene, methyl acetate, xylenes, 2-methylphenanthrene, benzaldehyde, napthalene, antimony, barium, cadmium, copper, lead, mercury, nickel, selenium, and thallium were detected in soil at concentrations exceeding their respective migration to groundwater de minimis values. However, groundwater was not encountered during this Phase II ESA; therefore, migration to groundwater de minimis values exceedance would not be considered COCs.

A comparison of the laboratory analytical data to residential soil and migration to groundwater de minimis values is provided in Table 1, Laboratory Analytical Summary – Soil. The laboratory analytical data are included as Appendix 4, Laboratory Analytical Report.

6.0 DISCUSSION OF FINDINGS AND CONCLUSIONS

Triad performed the Phase II ESA investigation in accordance with ASTM Practice E 1903-11, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, unless otherwise noted in the report.

Several environmental assessments have been performed at the overall White Park CERCLIS Site from 1987 through 2009 which revealed evidence of potential recognized environmental conditions due to previous uses of the Site. Based on the laboratory analytical results, contaminants of potential concern were identified in soil at the Site.
Arsenic, manganese, iron, and cobalt were detected at concentrations greater than their respective residential soil *de minimis* value and their natural background concentrations for West Virginia soils in samples collected throughout the Site. In addition, vanadium was detected at a concentration greater than its respective residential soil *de minimis* value and below the natural background concentration in all soil samples collected. Low-level PAH were detected from soil samples collected from the Cobun Creek Reservoir (SB-36) and the eastern portion of the Site (SB-33 and SB-34), as well as, benzo(a)pyrene detected in soil sample SB-2 collected from the western portion of the Site. Areas of impacted soil to be removed are summarized in the following table, which will be further defined in the SMP:

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7.0 **RECOMMENDATIONS**

Based on the laboratory analytical results, low-level PAH and metals have been identified in soil in the area of the proposed municipal water line. In accordance with RCRA regulations, once soil is removed from the ground it is considered a solid waste; therefore, any soils removed in the vicinity of the impacted areas need to be properly disposed. Solid wastes are not to be placed back in the trench. The impacted areas would consist of all soil within the area where detections exceeded the WVDEP residential soil *de minimis* values and the natural background concentrations for West Virginia soils. Additional landfill requirements may be necessary prior to acceptance of the waste. Triad recommends that MUB notify the WVDEP and prepare a SMP prior to any excavation activities within the CERCLIS site boundary. This SMP will describe the areas of soil to be removed and specify disposal requirements and identify any necessary PPE.

Mr. Jason (Jake) McDougal, WVDEP Superfund Program Manager for the overall White Park CERCLIS Site, reviewed this Phase II ESA Report and agreed with Triad's recommendations. The WVDEP letter is provided in Appendix 1, *WVDEP Correspondence*. 
No VOC were detected in soil in exceedance of the WVDEP residential soil de minimis values. VOC were field screened with a PID to determine if any inhalation exposures may exist during future excavation. Based on the results of the Phase II ESA, VOC would not be considered a COC at this time. In addition, Mr. McDougal added that monitoring with a PID during excavation within the White Park site property would be appropriate.

8.0 REFERENCES


WVCSR 60-3 VRRA, Table 60-3B, De Minimis Table, June 1, 2017.
LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of ____________, 2019, by and among The City of Morgantown, West Virginia, a municipal corporation and political subdivision of the State of West Virginia ("City" or "Owner") and the Morgantown Board of Parks and Recreation Commissioners, a public corporation established by City pursuant to Chapter 8, Article 21 of the West Virginia Code ("BOPARC"), as licensors, and the Morgantown Utility Board, a public corporation established by City pursuant to Chapter 8, Article 20 of the West Virginia Code, as licensee (hereinafter referred to as "Licensee"), upon the following terms and conditions:

1. Recitals.

   a. City is a municipal corporation of the State of West Virginia. City has established BOPARC as a public corporation of the City charged with operating the park system of the City. City has established MUB as a public corporation of the City charged with operating the combined water, sewer, and stormwater system of the City.

   b. City is the owner of the Premises, as defined herein. The Premises form a part of White Park. White Park is a part of the park system of the City and is operated by BOPARC, in accordance with its duties and responsibilities established by City.

   c. This Agreement establishes the terms and conditions upon which MUB is granted access to the Premises for the purpose of establishing and maintaining a part of the combined water, sewer, and stormwater system, in accordance with its duties and responsibilities established by City.

2. Grant of License. The Owner hereby grants to Licensee a non-exclusive license to enter in and upon the Owner’s lands, designated and depicted on the site plan attached hereto as Exhibit A, described as a part of Parcel 6 of Map 48A, Morgantown District (Parcel ID 09 48A000600000000 (9-48A-6)); Parcel 41 of Map 48, Morgantown District (Parcel ID 09 48004100000000 (9-48-41)); Parcel 7 of Map 48A, Morgantown District (Parcel ID 09 48A000700000000 (9-48A-7)); and Parcel 1 of Map 48A, Morgantown District (Parcel ID 09 48A000100000000 (9-48A-1)); located in Morgantown, Monongalia County, West Virginia (the "Premises"), for the following sole and limited purpose:

   Install and maintain a 3,000 linear foot, more or less, 30-inch diameter water supply pipeline (the "Facilities") on and near the Premises, as shown on the attached Exhibit A.

3. Conditions. The License is subject to the following terms and conditions:
a. Licensee shall conduct the installation and maintenance of the Facilities (the “Work”) in accordance with all applicable provisions of federal, state, and local law, and in accordance with the terms of this Agreement.

b. Licensee may not assign the license granted by this Agreement or otherwise grant access to or use of the property or facilities subject of this Agreement without the signed, written consent of City and BOPARC.

c. Licensee shall install and maintain, at a location and route acceptable to City and BOPARC, a temporary trail/construction site bypass at any area where work under this Agreement would otherwise interrupt access to the existing trails in White Park. The temporary trail shall be at the same or similar elevation as the existing trail. The temporary trail shall be constructed and maintained to ensure no interruption in trail access is caused by the work authorized pursuant to this Agreement.

d. Licensee shall promptly repair any and all damage to the Premises, including, but not limited to, destruction of or damage to the surface of the trail, destruction of or damage to vegetation, loss of topsoil due to grading, trenching, or erosion resulting from any entry or work authorized by this Agreement. Repairs shall be completed as directed by, and to the satisfaction of, City. City will consult BOPARC as to the requirement for, and method of, repairing damage.

e. Licensee and its agents shall use safety barricades and proper signage during the construction of the waterline to alert the public of the work area and temporary detour. The installation of the waterline shall be completed in a fashion to minimize the interruption of the public’s use of the trail and the surrounding Premises. The work shall be conducted in such a way to ensure no interruption in trail access is caused by the work authorized pursuant to this Agreement.

f. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the Premises, and any other easements, conditions, covenants, or restrictions of record or capable of observation at the Premises.

g. Licensee shall perform, on behalf of City, all environmental mitigation measures required in connection with the construction of improvements on or around Hazel Ruby McQuain Riverfront Park and Walnut Street Landing, including without limitation those mitigation measures required in connection with the National Pollutant Discharge Elimination System Permit and for work related to utility systems at or around the site, or, at City’s election, shall pay to City the cost of such mitigation measures incurred by city.

h. Licensee shall restore the Premises to a condition equivalent to that existing prior to the performance of Work under this Agreement, as determined by the City in consultation with BOPARC. The obligation to restore the Premises includes without limitation the duty to remove the temporary trail relocation.

i. Licensee shall perform site work and grading, and ensure access to, recreational trail areas at the site of the future George B. Flegal Dam and Reservoir, in accordance with the specifications shown on Exhibit B.
j. The Facilities shall be placed, maintained, and repaired in such a way as to minimize impact upon the natural features and recreational amenities of the Premises, and, to the extent practicable, to avoid damage to trees at the Premises, particularly trees with historical value identified as “witness trees.”

k. Licensee shall be responsible for any and all permitting, disposal, remediation, mitigation, penalties, damages, and other measures required to address environmental contamination which arise either in the performance of the Work or as a result of impacts of the Work. Without limiting the generality of the foregoing, Licensee shall be responsible for all enforcement actions, requirements, obligations, and penalties imposed or assessed in connection with the federal Comprehensive Environmental Response, Compensation, and Liability Act and for all requirements identified in the Phase II Environmental Assessment prepared by Triad Engineering, Inc. dated August 2, 2019; the Soil Management Plan prepared by Triad Engineering, Inc. dated August 12, 2019; and the Arborist Report of Soil Sampling prepared by RidgeView Landscaping dated August 5, 2019; which documents are attached as Exhibit C.

l. State Champion Trees or significant trees within areas to be accessed for work authorized pursuant to this Agreement shall be located and tagged for preservation and protection by an International Society of Arboriculture (“ISA”) Certified Arborist. Tree Protection Zones for tagged trees will be constructed and monitored by an ISA Certified Arborist.

m. As to any trees that will be removed in connection with the Work or may be damaged by the Work, Licensee will retain an ISA Certified Arborist to measure and identify each tree prior to the Work being performed.

n. Licensee will replace each tree to be removed or damaged in connection with the Work with two trees. The selection of replacement trees will be determined by the City’s Tree Board and Urban Landscape Commission. The location of replacement trees must be approved by City if replacement trees will be located on City property. This requirement is intended to satisfy the conditions of City Code Article 917 as to the requirement to obtain permits and replace trees removed from public places. For purposes of this Agreement, the term “tree” means a woody plant measured as six inches or more diameter at breast height.

o. Licensee shall construct and install a recreational trail for public access along the course of the waterline on the Premises in accordance with the specifications in Exhibit D. The trail shall include a boardwalk or bridge providing pedestrian and bicycle access across Cobun Creek, in accordance with the specifications on Exhibit D.

p. Licensee shall – OPTION A: maintain the trail constructed pursuant to Section 3.o. of this Agreement in good repair and accessible for pedestrian and bicycle use at all times. City, through the City Manager, or, or BOPARC, through the Executive Director of BOPARC, shall have the right, but not the obligation, to direct Licensee to repair or maintain the trail as deemed appropriate by City or BOPARC. Should Licensee fail to timely undertake such repair or maintenance, City or BOPARC may undertake the repair or maintenance directly or through its agents and charge the cost thereof to Licensee. OPTION B: pay an annual license fee equal to $XXXX to BOPARC for use in maintenance of the trail constructed pursuant to Section 3.o. of this Agreement. Payment shall be due on July 1 of each year.
4. **Term.** This Agreement and the License granted to Licensee under this Agreement shall commence as of the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement. Licensee’s obligation to restore the Premises and to insure or indemnify Owner and BOPARC shall survive termination of the Agreement.

4. **Compliance with Laws/Maintenance.** Licensee shall fully comply with all federal, state and local laws, rules, regulations, and/or ordinances relating to the Premises. Without limitation of the foregoing, Licensee shall maintain the Premises in a neat and orderly condition.

5. **No Interest in Land.** Licensee understands, acknowledges and agrees that this Agreement does not create an interest or estate in Licensee’s favor in the Premises. Owner retains legal possession of the full boundaries of its property and this Agreement merely grants to Licensee the personal privilege to use the Premises described above throughout the term of this Agreement.

6. **Termination.** This Agreement and the License granted by this Agreement to Licensee may be terminated by either party for any reason or no reason upon giving 60 days’ written notice. In addition, this Agreement may be terminated by the Owner upon 30 days’ written notice to Licensee of a breach of any term or condition of this Agreement.

   A. Recording of Notice of Termination.

   Upon termination of this Agreement, the Owner may cause to be recorded with the Office of the Clerk of the Monongalia County Commission a written Notice of Termination.

   B. No Compensation to Licensee.

   In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from this Agreement or relating to the construction, installation, maintenance or removal of improvements in the Premises, nor any monetary damages of any kind.

7. **Removal at Termination.** At such time as this Agreement and the License granted by this Agreement to Licensee is terminated, Licensee shall remove, at the option of the Owner, at Licensee’s sole cost and expense, any and all encroachments or improvements owned or maintained by Licensee in the Premises. Any other provision of this Agreement to the contrary notwithstanding, Licensee shall immediately remove, at its sole cost and expense, any such encroachments if the Owner determines that such removal is necessary or convenient for the installation, repair or replacement of any utilities or other public improvements in the Premises, or if the Owner determines that any such encroachments interfere with pedestrian or vehicular traffic, public utilities, or constitute a safety hazard. Any replacement or repair of such encroachments shall be at the sole cost and expense of Licensee. If Licensee fails to exercise its duties under this paragraph, the Owner shall have the right to remove the encroachments or improvements and restore the Premises, the full and complete cost of which shall be borne by Licensee. Licensee shall reimburse the Owner its full cost and expense for any such removal or restoration.
8. **Consideration.** The consideration to be paid by Licensee to the Owner for the privilege granted by this Agreement shall be $1.00, together with other good and valuable consideration as stated herein, the receipt of which is acknowledged by the Owner.

9. **Indemnification.** To the fullest extent permitted by law, Licensee agrees to indemnify, defend and save the Owner, BOPARC, their officers, agents, servants, employees, boards, and commissions harmless from and against:

   A. **Damage to Licensee’s Property.**

   Any and all claims, loss or damage (including reasonable attorneys’ fees) to Licensee’s encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents or employees, which may be stolen, destroyed, or in any way damaged by any cause.

   B. **Damage to Others.**

   Any claims, suits, judgments, costs, attorneys’ fees, loss, liability, damage or other relief, including but not limited to workers’ compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Licensee’s encroaching improvements within the Premises. In the event of any action against the Owner or BOPARC, or their officers, agents, servants, employees, boards, or commissions covered by the foregoing duty to indemnify, defend, and hold harmless, such action shall be defended by legal counsel of the Owner’s or BOPARC’s choosing.

   C. **Mechanic’s Lien.**

   Any loss, liability, claim or suit arising from the foreclosure, or attempted foreclosure, of a mechanic’s or materialmen’s lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Premises or Licensee’s property. Such indemnification shall include the Owner’s and BOPARC’S reasonable attorneys’ fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.

   D. **Other Claims**

   Any claim, demand, cause of action, fine, fee, penalty, judgement, cost, award, or obligation arising in any way out of the performance of the Work, the placement or existence of the Facilities, and any other matter related to this Agreement, except for a claim based upon the sole negligence of Owner, with respect to Owner, or BOPARC, with respect to BOPARC. Without limiting the generality of the foregoing, Licensee’s obligation includes all enforcement actions, requirements, obligations, and penalties imposed or assessed in connection with the federal Comprehensive Environmental Response, Compensation, and Liability Act.

To the extent that any language of this Section 9 could be read to constitute a grant of aid or obligation of funds in violation of *W. Va. Const. Art. X, §§ 4 or 6*, such language shall be considered severable from the Agreement, and the remainder of the Agreement shall remain in full force and effect without reference to such language, but the following provision shall apply: The parties
agree that any and all damage to property or to persons arising in any way out of the Work or Licensee’s presence on the Premises, directly or through its agents, licensees, or invitees, is due to the sole activity of Licensee and that any claim, demand, cause of action, or damages therefor shall be covered by Licensee’s policy of insurance applicable to Licensee’s operations, and that Licensee’s policy of insurance shall provide the primary coverage for any such claim, demand, cause of action, or damages and no contribution shall be required from City or BOPARC or their insurers prior to the expenditure of all funds available under Licensee’s policy. This provision shall not limit City’s or BOPARC’S right to seek recovery of costs, damages, fees, or claims against Licensee. The parties represent and warrant that their understanding of this Agreement and applicable law do not indicate that the terms of Section 9 would establish an obligation in violation of W. Va. Const Art. X, §§ 4 or 6.

10. **Insurance.** Licensee shall maintain at its sole cost and expense, at all times during the term hereof appropriate insurance coverages pertaining to the presence of the encroachments or improvements on the Premises and Licensee’s ingress, egress, and regress to and from the Premises that will insure against personal injury and property damage in a sum not less than Two Million Dollars ($2,000,000.00). Such insurance coverage shall be obtained from a reputable insurer who is licensed to do business in the State of West Virginia and shall name Owner and BOPARC as an additional insured party and provide that the policy will provide the primary coverage for claims made under this Agreement and may not be canceled without consent of Owner and BOPARC. Licensee will provide proof of such coverage to owner upon demand.

11. **Default.** If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual, or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the Owner or BOPARC be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement.

12. **Assignment.** Any party may assign its rights under this Agreement with the prior written consent of the other parties, which consent shall not be unreasonably withheld.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereof, and there are no collateral agreements or understandings, oral or written, between the said parties. All additions, variations or modifications of this Agreement shall be totally void and ineffective unless they are in writing and signed by all parties hereto. Section headings as used herein are for convenience only. Nothing in this Agreement shall be construed against or otherwise determined with respect to any party by reason of such party’s preparation or drafting of this Agreement, in whole or in part.

14. **Governing Law; Enforceability.** This Agreement shall be governed by, construed and interpreted in accordance with the internal laws of the state of West Virginia, without giving effect to the conflict of law principles thereof. In the event any provision or part of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or parts hereof shall not be affected thereby. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the Circuit Court of Monongalia County, West Virginia.
15. **No Liens or Encumbrances.** Without limitation of any of its other obligations hereunder, Licensee agrees that it shall not allow any liens or encumbrances to be perfected against the Premises attributable in any manner to its use of the Premises, including, without limitation the presence of the encroachments or improvements thereon.

16. **Notices.** All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by U.S. registered or certified mail, return receipt requested, postage prepaid:

   (1) If to Licensee:
       Morgantown Utility Board
       Attention: General Manager
       278 Greenbag Road
       Morgantown, WV 26501

   (2) If to the Owner:
       City of Morgantown
       Attention: City Manager
       389 Spruce Street
       Morgantown, WV 26505

   (3) If to BOPARC:
       BOPARC
       Attention: Executive Director
       799 E. Brockway Avenue
       Morgantown, WV 26501

or to such other address as a party shall hereafter specify by notice in writing to the other.

17. **Waiver.** Any term or provision of this Agreement may be waived in writing at any time by the party that is entitled to the benefits of it, or such party’s counsel. Unless specifically waived in writing, the failure of either party at any time to require performance of any provision of this Agreement shall in no manner affect such party’s right at a later time to enforce the same. No waiver by any party of a condition or the breach of any term, covenant, representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, covenant, representation or warranty of this Agreement.

18. **Successors and Assigns.** This Agreement, and all the provisions hereof, shall be binding upon and inure to the benefits of the Parties and their respective successors and assigns.
19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

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

City of Morgantown
By:  
Paul J. Brake, ICMA-CM, C. Ec. D.
City Manager

BOPARC
By:  
Melissa Wiles
Executive Director

Morgantown Utility Board
By:  
Timothy L. Ball, P.E.
Its: General Manager

Attachments: Exhibit A – License Area
Exhibit B – Flegal Reservoir Trail Specifications
Exhibit C – Environmental Reports
Exhibit D – White Park Trail Specifications

This instrument prepared without benefit of title examination by: Ryan P. Simonton (WVSBR# 11152), 389 Spruce Street, Morgantown, WV 26505
EXHIBIT A – License Area
Exhibit B – Flegal Reservoir Trail Specifications
Exhibit C – Environmental Reports
Exhibit D – White Park Trail Specifications
# Income Statement

For the Month Ended July 31, 2019

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Annual Budget Amount</th>
<th>MTD Actual Amount</th>
<th>YTD Actual Amount</th>
<th>YTD Budgeted</th>
<th>% of Budget</th>
<th>Prior Year</th>
<th>YTD Total</th>
</tr>
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<tr>
<td><strong>Total Revenue</strong></td>
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<td></td>
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<td></td>
<td></td>
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<td>1,372.31</td>
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<td>6,497.18</td>
<td>44,695.72</td>
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<td>1,115.49</td>
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<td>3</td>
<td>9,513.12</td>
<td>34,884.61</td>
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<td>.00</td>
<td>60,000.00</td>
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<td>190,000.00</td>
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<td>.00</td>
<td>210,000.00</td>
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<td>9,428.83</td>
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<td>552.07</td>
<td>35,571.17</td>
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<tr>
<td><strong>Business &amp; Occupation Tax Regular</strong></td>
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<td>2,276,304.35</td>
<td>11,023,695.65</td>
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<td>1,001,389.27</td>
<td>11,023,695.65</td>
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<td>220,047.10</td>
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<tr>
<td><strong>Water &amp; Sewer Tax General</strong></td>
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<td>157,611.15</td>
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<td>190,552.82</td>
<td>448,388.85</td>
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<tr>
<td><strong>Animal Control Tax General</strong></td>
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<td>132.30</td>
<td>3,867.70</td>
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<td>118.90</td>
<td>3,867.70</td>
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<td><strong>Hotel Occupancy Tax General</strong></td>
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<td>75,713.61</td>
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<td>110,846.12</td>
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<td><strong>Amusement Tax General</strong></td>
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<td>10,000.00</td>
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<td><strong>Video Lottery (OLV) General</strong></td>
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<td>9,466.72</td>
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<td>9</td>
<td>8,562.67</td>
<td>90,533.28</td>
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<td><strong>Fees &amp; Court Costs General</strong></td>
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<td>25,505.22</td>
<td>474,349.78</td>
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<td>40,833.00</td>
<td>474,349.78</td>
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<td><strong>License Business License Fees</strong></td>
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<td>27,542.00</td>
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<td>54,650.80</td>
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<td><strong>License Contractor License Fees</strong></td>
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<td>21,206.00</td>
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<td>26,640.00</td>
<td>58,000.00</td>
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<td><strong>Building Permit Fees General</strong></td>
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<td>28,062.29</td>
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<td>17,461.73</td>
<td>171,357.91</td>
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<td>13,075.00</td>
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<td><strong>Franchise Agreement Fees Telephone</strong></td>
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<td>2,500.00</td>
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<td>2,500.00</td>
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<td><strong>Franchise Agreement Fees CATV</strong></td>
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<td>78,317.84</td>
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<td>85,044.70</td>
<td>171,662.16</td>
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<td><strong>Inspection Fees Housing</strong></td>
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<td>15,770.00</td>
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<td>5,305.00</td>
<td>54,230.00</td>
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<td><strong>Inspection Fees Code Plan Review</strong></td>
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<td>2,100.00</td>
<td>12,900.00</td>
<td>14</td>
<td>700.00</td>
<td>12,900.00</td>
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<td><strong>Inspection Fees Fire Plan Review</strong></td>
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<td>1,975.00</td>
<td>1,975.00</td>
<td>10,024.00</td>
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<td>336.00</td>
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<td><strong>RPF Fees Truck Registration</strong></td>
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<td><strong>Municipal Service Fees User Fee</strong></td>
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<td>323,824.66</td>
<td>4,123,660.79</td>
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</tbody>
</table>

Page 1 of 3
## Income Statement
For the Month Ended July 31, 2019

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Annual Budget Amount</th>
<th>Annual Actual Amount</th>
<th>MTD Budget Amount</th>
<th>MTD Actual Amount</th>
<th>YTD Budget Amount</th>
<th>YTD Actual Amount</th>
<th>% of Budget</th>
<th>% of Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent &amp; Other - General</td>
<td>83,000.00</td>
<td>500.00</td>
<td>500.00</td>
<td>500.00</td>
<td>82,500.00</td>
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<tr>
<td>Fire Protection Fees Residential</td>
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<td>Fire Protection Fees Commercial</td>
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<td>Fire Protection Fees Exempt</td>
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<tr>
<td>Fire Protection Fees Penalty</td>
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<td>(18.02)</td>
<td>(25,000.00)</td>
<td>(25,000.00)</td>
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<tr>
<td>Fire Protection Fees Discount</td>
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<td>(125,000.00)</td>
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<td>(125,000.00)</td>
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<tr>
<td>Refuse Collection General</td>
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<td>Charges - Fuel &amp; Parts Charges</td>
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<tr>
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</tr>
<tr>
<td>Miscellaneous Prior Year Balance</td>
<td>3,600,000.00</td>
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<td>0.00</td>
<td>3,400,000.00</td>
<td>0</td>
<td>0.00</td>
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<tr>
<td>Miscellaneous Non-Cash Charges</td>
<td>500.00</td>
<td>0.00</td>
<td>0.00</td>
<td>500.00</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>Miscellaneous City Manager</td>
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<td>2,295.00</td>
<td>2,295.00</td>
<td>26,245.00</td>
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<td>2,295.00</td>
<td>8.00</td>
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<tr>
<td>Miscellaneous City Attorney</td>
<td>125,000.00</td>
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<td>125,000.00</td>
<td>125,000.00</td>
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</tr>
<tr>
<td>Miscellaneous Code Enforcement</td>
<td>200.00</td>
<td>0.00</td>
<td>0.00</td>
<td>200.00</td>
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<td>105.00</td>
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<tr>
<td>Miscellaneous Police Dept.</td>
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<td>1,070.00</td>
<td>1,070.00</td>
<td>179,930.00</td>
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<td>6,862.00</td>
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## Income Statement
For the Month Ended July 31, 2019

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Budget Amount</th>
<th>HTD Actual</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>% of YTD Budget</th>
<th>Prior Year</th>
<th>YTD Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous Intl Dept.</td>
<td>10,600.00</td>
<td>0.00</td>
<td>0.00</td>
<td>10,600.00</td>
<td>0.00</td>
<td>326.83</td>
<td>54,361.88</td>
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<tr>
<td>Miscellaneous Public Works/Street</td>
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<td>2,550.00</td>
<td>0.00</td>
<td>0.00</td>
<td>326.83</td>
</tr>
</tbody>
</table>

**REVENUE TOTALS**

|                        | $38,835,230.00 | $6,936,339.64 | $6,936,339.64 | $51,896,898.35 | 18% | $5,113,312.94 |

**EXPENSE**

| 409 Mayor               | 11,488.00      | 755.38      | 755.38      | 11,482.62    | 7   | 380.45      |
| 410 Council             | 53,018.00      | 7,623.14    | 7,623.14    | 41,384.85    | 14  | 6,293.30    |
| 412 City Manager       | 942,938.00     | 51,043.03   | 51,043.03   | 89,884.97    | 5   | 22,823.41   |
| 414 Finance            | 1,092,586.00   | 66,958.45   | 66,958.45   | 1,025,627.55 | 6   | 38,908.16   |
| 415 City Clerk         | 178,499.00     | 10,718.83   | 10,718.83   | 167,780.17   | 6   | 9,238.51    |
| 416 Municipal Court    | 310,613.00     | 18,553.58   | 18,553.58   | 20,999.42    | 5   | 11,496.85   |
| 417 City Attorney      | 985,000.00     | 59,633.93   | 59,633.93   | 977,836.07   | 1   | 18,567.45   |
| 420 Engineering        | 580,204.00     | 30,425.20   | 30,425.20   | 512,379.80   | 6   | 20,297.83   |
| 422 Human Resources    | 398,720.00     | 13,937.31   | 13,937.31   | 386,772.68   | 3   | 5,815.50    |
| 424 Contributions      | 519,279.00     | 19,279.00   | 19,279.00   | 508,000.00   | 4   | 19,279.00   |
| 436 Code Enforcement   | 1,276,609.00   | 85,191.78   | 85,191.78   | 1,144,417.22 | 7   | 54,117.52   |
| 437 Planning & Zoning  | 417,600.00     | 23,644.98   | 23,644.98   | 392,155.02   | 6   | 12,143.07   |
| 439 Information Technology | 365,010.00  | 15,190.01   | 15,190.01   | 349,829.39   | 4   | 11,541.95   |
| 440 City Hall          | 580,165.00     | 40,472.85   | 40,472.85   | 560,682.15   | 6   | 12,186.21   |
| 444 Transfers          | 8,922,768.00   | 550,332.50  | 550,332.50  | 8,372,435.50 | 6   | 598,132.30  |
| 699 Contingencies      | 825,345.00     | 0.00        | 0.00        | 825,345.00   | 0   | 0.00        |
| 700 Police Department  | 8,965,781.00   | 1,181,998.29| 1,181,998.29| 7,782,184.71 | 13  | 680,801.07  |
| 706 Fire Department    | 6,613,470.00   | 810,220.14  | 810,220.14  | 5,810,249.86 | 12  | 467,560.79  |
| 707 Animal Control     | 31,117.00      | 0.00        | 0.00        | 31,117.00    | 0   | 0.00        |
| 710 Street Department  | 3,844,990.00   | 193,193.89  | 193,193.89  | 2,650,366.11 | 7   | 146,022.11  |
| 712 Signs & Signals    | 612,284.00     | 29,537.68   | 29,537.68   | 592,746.32   | 4   | 22,947.60   |
| 714 Equipment Maintenance | 622,722.00  | 44,166.28   | 44,166.28   | 578,555.72   | 7   | 29,946.95   |
| 800 Garbage Department | 1,287,000.00   | 0.00        | 0.00        | 1,287,000.00 | 0   | (239,893.04)|
| 895 Urban Landscape    | 252,077.00     | 18,982.13   | 18,982.13   | 232,094.90   | 8   | 9,292.92    |

**EXPENSE TOTALS**

|                        | $38,835,230.00 | $3,718,986.95 | $3,718,986.95 | $35,461,251.05 | 8% | $1,981,306.91 |

Target Year-to-Date Percentage

8.3%