



# The City of Morgantown

430 Spruce Street  
Morgantown, West Virginia 26505  
(304) 284-7439  
www.morgantownwv.gov

## AGENDA

### MORGANTOWN COMMITTEE OF THE WHOLE

Monongalia County Commission Chambers, 243 High Street, 2nd Floor, Morgantown, WV 26505

Tuesday, August 30, 2022 at 7:00 PM

**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.

#### 1. PRESENTATIONS:

- A. Recognition of the Ruby Summer Concert Series
- B. Urban Deer Archery Hunt 2022 - Coordinator Rick Bebout
- C. Green Team - City's Climate Action Plan - Jim Kotcon
- D. Morgantown Police Department Update - Chief Eric Powell
- E. ARPA Funds Action Plan Project Highlights

#### 2. PUBLIC PORTION:

#### 3. ITEMS FOR DISCUSSION:

- A. A Resolution authorizing application for Governor's Highway Safety Program Grant
- B. A Resolution approving agreement with Monongalia County Board of Education providing a School Resource Officer for Morgantown High School
- C. A Resolution approving agreement with Monongalia County Board of Education providing a Prevention Resource Officer for Suncrest Middle School.

#### 4. EXECUTIVE SESSION: Pursuant to West Virginia Code 6-9A-4(b)(2)(A) to discuss Personnel Matters.

#### 5. ADJOURNMENT:

**For accommodations, please contact us at 304-288-7072.**

**MORGANTOWN CITY MANAGER’S HUNTER REQUIREMENTS  
AND RULES PERTAINING TO THE CITY OF MORGANTOWN’S  
URBAN DEER ARCHERY HUNT - 2022**

**Season Dates Established by the West Virginia Division of Natural Resources:**

**Saturday, September 3, 2022 through Saturday, December 31, 2022 &  
Monday, January 9, 2023 through Tuesday, January 31, 2023**

**Hunter Requirements**

- Hunters must have a valid West Virginia hunting license.
- Hunters must complete all parts of the hunt application.
- Hunters must successfully complete the Bowhunter Education Course.
- Hunters must successfully complete an archery proficiency test.

**Rules**

1. Hunters shall park only in designated parking areas.
2. Hunters shall treat everyone they meet with courtesy and respect.
3. Hunters shall not litter.
4. Hunters shall obey all West Virginia game laws.
5. Hunters will be selected and assigned locations by the City Manager or his designee. A completed application is not a guarantee that a hunter will be selected. The City Manager or his designee will attempt to assign all qualified hunters, but there may be more qualified applicants than hunting locations.
6. Locations for the hunt include, but are not exclusive to:
  - a. Chalfant Avenue properties
  - b. Conrad Place/White Avenue adjacent properties
  - c. Green Bag Road
  - d. Harner Street
  - e. Koontz Avenue
  - f. Liberty Street
  - g. Norwood neighborhood (surrounding woodlots)
  - h. Peninsula Avenue
  - i. Riverview Drive
  - j. Southpoint Circle
  - k. West Virginia University properties
    - i. Agronomy
    - ii. Core Arboretum
    - iii. Dairy Farm

- iv. Farm woodlot
  - v. Falling Run hollow
  - vi. Motor Pool woodlot
  - vii. Organic Farm
  - viii. Van Voorhis woodlot
7. All hunters, prior to receiving a permit authorizing him or her to participate in the hunt, must agree to hold harmless the City of Morgantown, City of Morgantown employees and officials, and the owner of the realty upon which they will be hunting from any and all claims for personal injury, death, or property damage arising as a result of the hunter participating in the hunt.
  8. No person, without first receiving written permission from the City Manager or his designee, may accompany a hunter while he or she is participating in this hunt.
  9. Permits must be on a hunter at all times while hunting.
  10. Portable, ladder or climbing stands are required for all hunters except for those who are physically disabled and have been issued a valid Class Y hunting license by the State of West Virginia or for sites where a ground blind has been approved.
  11. Stalking deer on the ground is prohibited. This includes walking to and from designated hunting sites.
  12. Those hunting from an elevated tree stands must use a full-body safety harness while in the tree.
  13. The hunter's name and sequential numbers must be on all arrows used while hunting, i.e. J. Miller #1, J. Miller #2, J. Miller #3.
  14. Shots of 25 yards or more shall not be taken.
  15. A maximum of 7 deer can be taken by each hunter on their urban season tags (5 antlerless deer, 2 bucks). Additional deer can be taken on a hunter's regular West Virginia license providing they have the correct stamps for the corresponding seasons.
  16. In pursuance of the City of Morgantown's deer management goals and the West Virginia Division of Natural Resources' regulations, an antlerless deer is required to be taken first. After that, 2 bucks can be taken as long as the second buck is preceded by an antlerless harvest.
  17. Two deer may be taken per day and can be checked-in at the same time. While two does or a buck and a doe can be taken in the same day, two bucks cannot be taken in the same day.
  18. If a wounded deer leaves the boundary of the designated hunting area, the hunter shall not pursue the deer onto another's realty without first obtaining the permission of the owner of the realty upon which the hunter wishes to enter. The hunter shall not fire his/her bow once he/she leaves the designated hunt area assigned to him or her. If the wounded deer is located, while alive, on another's property, the hunter must contact the Morgantown Police Department at (304) 284-7522. The hunter shall identify himself/herself as a participant in the Morgantown Urban Deer Archery Hunt, and request assistance from the Police Department in retrieving the deer.
  19. If a property owner does not give the hunter permission to enter his or her property to search for a wounded deer, the hunter shall inform the property owner that he or she can call (304) 284-7522 to have the deer removed from his or her property.

20. Under no situation will entrails be left on any property. A carcass is to be removed in its entirety or have entrails placed in plastic bags, removed from the property and properly discarded. (Please provide your own bags for this purpose.)
21. All deer must be checked-in and registered by completing the following two-step process:
  1. **Using West Virginia DNR's electronic check-in system by either calling 1-844-WVCheck or by logging into your account at <https://wvhunt.com/>.**
  2. **Once the deer is checked-in, hunters must report their harvest(s) to Paul Crumrine by phone or text at 304-216-3040. This is mandatory for internal record-keeping.**
22. Hunters shall be required to comply with any additional restrictions set by the hunting realty owner which do not conflict with the City Manager's Rules, the Morgantown City Code, the general statutory laws of the State of West Virginia, and the Rules and Regulations of the West Virginia DNR.
23. Failure to comply with any of the above requirements may result in a hunter's removal from participating in the City of Morgantown's archery hunt.
24. Before being issued a permit to participate in the hunt, all selected hunters must agree in writing to the foregoing rules.

# Proposed Climate Action Plan Ideas and Proposals to Implement the Resolution in Support of the Paris Climate Agreement.

Morgantown Green Team  
Revised Aug. 21, 2022

## Executive Summary

On August 2, 2017, the City of Morgantown adopted a Resolution in support of the 2015 Paris Climate Agreement, as proposed by the National Mayors Climate Action Agenda. That Agreement set a goal of 26% to 28% reduction in greenhouse gas [GHG] emissions (from 2005 levels) by 2025. An initial Climate Action Plan focusing on municipal facilities was submitted in February 2019. Based on reductions achieved to date, we estimate that the City is already over half-way to achieving the 2025 goal.

On April 20, 2021, the US announced a further “economy-wide target of reducing GHG emissions by 50-52 % below 2025 levels by 2030.” The Morgantown Municipal Green Team submits this revised Climate Action Plan outlining options to achieve those goals. Specifically, we recommend that:

- City Council adopt the further goal of reducing municipal greenhouse gas emissions by 52 % by 2030, in line with President Biden’s target.
- The City allocate at least \$50,000 per year for cost-effective energy efficiency investments.
- The City pursue conversion of all streetlights to LED within the next 2-3 years.
- The City investigate Power Purchase Agreements or direct purchase of significant solar energy.
- The City consider the purchase of “Green E” or other renewable energy certificates.
- The City adopt 1) fuel efficiency criteria and incentives for vehicle fuel efficiency for all new municipal vehicle purchases; and 2) the Zero Emission Vehicles (ZEV) Pledge to set goals to convert all municipal vehicles to electric or ZEVs.
- The City incorporate greenhouse gas reduction measures in the City’s next Comprehensive Plan, including energy management goals, acquisition of greenspace, transportation planning, and long-range land use plans.
- The City purchase and preserve green space in order to take advantage of forested areas' carbon-capture and temperature-regulation capabilities.
- The City adopt a range of incentives for the private sector to encourage reductions in greenhouse gas emissions.

We include several caveats. A comprehensive emissions inventory and a strict “apples to apples” comparison with 2005 is difficult to achieve and is beyond the capacity of the Green Team. While we have made several conservative estimates, growth in City facilities and changes in operations, plus the disruptions due to the COVID pandemic, have complicated the data analysis. Nevertheless, we feel confident that adoption of these recommendations would achieve City goals.

## Introduction

On August 2, 2017, the City of Morgantown adopted a Resolution in support of the 2015 Paris Climate Agreement, as proposed by the National Mayors Climate Action Agenda. That Agreement set a goal of 26% to 28% reduction in greenhouse gas [GHG] emissions (from 2005 levels) by 2025. Despite then-President Trump’s statement that the US would withdraw from the Agreement, the City of Morgantown joined American cities and states and countries around the world to reaffirm their commitment to the Agreement. The Resolution specified that the City commits to developing and implementing a “Climate Action Plan” to reduce GHG emissions, and would encourage “other commercial, residential and public sectors to seek reductions in GHG emissions.”

On January 20, 2021, President Biden announced that the US would formally re-enter the Paris Climate Agreement. **On April 20, 2021, the US announced a further “economy-wide target of reducing GHG emissions by 50-52 % below 2025 levels by 2030.”**

After adoption of the National Mayors Climate Action Agenda Resolution in 2017, Morgantown City Council and the City Manager asked the Morgantown Municipal Green Team (MMGT) to propose a Climate Action Plan. First submitted in 2019, the Morgantown Climate Action Plan proposed to meet Morgantown’s share of the Paris Agreement’s objectives by reducing greenhouse gas emissions from municipal facilities by 26-28 % compared to the 2005 baseline.

That 2019 Plan distinguishes emissions from City-owned Municipal facilities versus those from the larger residential, commercial, and other public sectors (Community-wide sectors). We recommend that, to fulfill the City’s commitment, the City of Morgantown take proactive steps to:

- 1) Reduce Municipal emissions, and
- 2) Identify incentives and voluntary programs to encourage reductions in the Community-wide sectors for the City as a whole.

**In response to President Biden’s renewed commitment, the Morgantown Green Team submits this revised Climate Action Plan. This revised Plan reviews progress to date, proposes additional actions needed to meet the 2017 commitment of a 26-28 % reduction by 2025, and to go the next step to reduce emissions by 50-52 % by 2030.**

## **Greenhouse Gas Inventory**

The MMGT is unaware of any comprehensive greenhouse gas inventory to determine Community-wide emissions for Morgantown as a whole in 2005. In 2014, a cooperative effort by the City and Downstream Strategies completed a greenhouse gas inventory for Morgantown (Simcoe et al. 2014). That report developed two estimates, one based on greenhouse gas sources within the City, the other based on expected emissions from City-wide activity measures. Source-based emissions were estimated as 691,573 MT CO<sub>2</sub>e, while activity-based emissions were estimated as 805, 694 MT CO<sub>2</sub>e.

For purposes of this Climate Action Plan, developing estimates of the 2005 baseline emissions from the 2014 study could be achieved by applying known changes in Morgantown’s municipal facilities, policies and programs since 2005; however this would require either dedicated staff time or a consultant and was considered beyond the scope of the Green Team. Since City Council has limits on

the kinds of statutory requirements that can be imposed on the private sector, we recommend that efforts might be better spent developing voluntary incentives and moving proactively to encourage actions by the Community-wide sector.

However, a review of City electric, gas and vehicle fuel bills from Municipal facilities was conducted by volunteers in 2007 and produced an estimate of 7,809 Tons CO<sub>2e</sub> /year for 2005 (Table 1). This included electric consumption from 35 separate electric meters, as well as natural gas for building heating, and gasoline and diesel fuel bills from the City fleet. Several important changes should be acknowledged since 2017, including acquisition of new facilities (e.g., 430 Spruce Street), and a shift to vehicle rentals for certain transportation needs. While Municipal facilities represent only about 1 % of Community-wide sector emissions, it is under the direct control of City Council and the City Manager. We believe that this is the appropriate target for applying the Climate Action Plan emissions reductions outlined below.

<b>Source</b>	<b>Units</b>	<b>Energy Use</b>	<b>Tons CO<sub>2e</sub> /year</b>
Electric consumption	kWh	5,126,397	5359
Natural Gas	MCF	10,156	613
Vehicles (gas)	Gal	147,871	1434
Vehicles (Diesel)	Gal	36,347	403
<b>Total</b>			<b>7809</b>

Table 1. Greenhouse Gas Budget in 2005. City of Morgantown

A more comprehensive inventory would need to consider a broad range of greenhouse gas sources, and carbon sequestration options. Three examples may illustrate the complexity of this.

The urban forest can sequester large amounts of carbon dioxide. Estimates from the WV Land Trust indicate that trees cover approximately 35 % of Morgantown and sequester approximately 2,900 tons per year.

At the same time, City street paving using asphalt is also very carbon intensive. Based on data from Chehovitts and Galehouse (2010), paving each mile of City street releases approximately 100 tons CO<sub>2e</sub>. (assumes 2-inch thick asphalt at 28 ft-wide; calculated using estimates from Chehovitts and Galehouse. 2010). While there are few practical alternatives to street paving, improved design and materials that would extend the life of a paved street by 28 % (e.g. from ~10 years to 13 years) would achieve a comparable reduction in emissions.

Finally, the City has invested in a number of building upgrades over the last several years, and energy efficiency has been a frequent goal (City Garage, Ice Rink, Public Safety Building, Parking garages, etc.). However, the COVID-19 pandemic and associated lockdowns has resulted in reductions in energy use in many City buildings, while likely increasing energy use at remote sites (as employees work from home) that are not accounted in the available data from Municipal energy bills.

An energy benchmarking initiative was undertaken in 2021 and identified a number of new properties with energy usage not included in the 2005 emissions budget (Woodburn School, 430 Spruce St., etc.). In addition, City vehicle use has increasingly emphasized use of rental cars rather than City fleet vehicles, making energy consumption more difficult to track. The estimates presented below do not account for the increase in the number of City facilities, or vehicle rentals, thus emissions reduction estimates are likely overestimated, suggesting that additional reductions beyond these calculated here are needed.

For these and other reasons, a comprehensive inventory is likely to become intractable and complexities in measurement and verification are beyond the capacity of the Green Team. Hence, this revised Plan remains focused on the measurable parameters identified in the original inventory. In addition, a number of incentives for **voluntary actions by the commercial and residential sectors** should also be considered, and we recommend that the next 10-year Comprehensive Plan for the City of Morgantown would be an appropriate vehicle for incorporating these.

### **Greenhouse Gas Reduction Targets**

Applying the target of 28 % reduction from 2005 emissions, the required reductions are:  
= 7,809 Tons\*0.28 = **2,186 Tons CO<sub>2</sub>e per year**

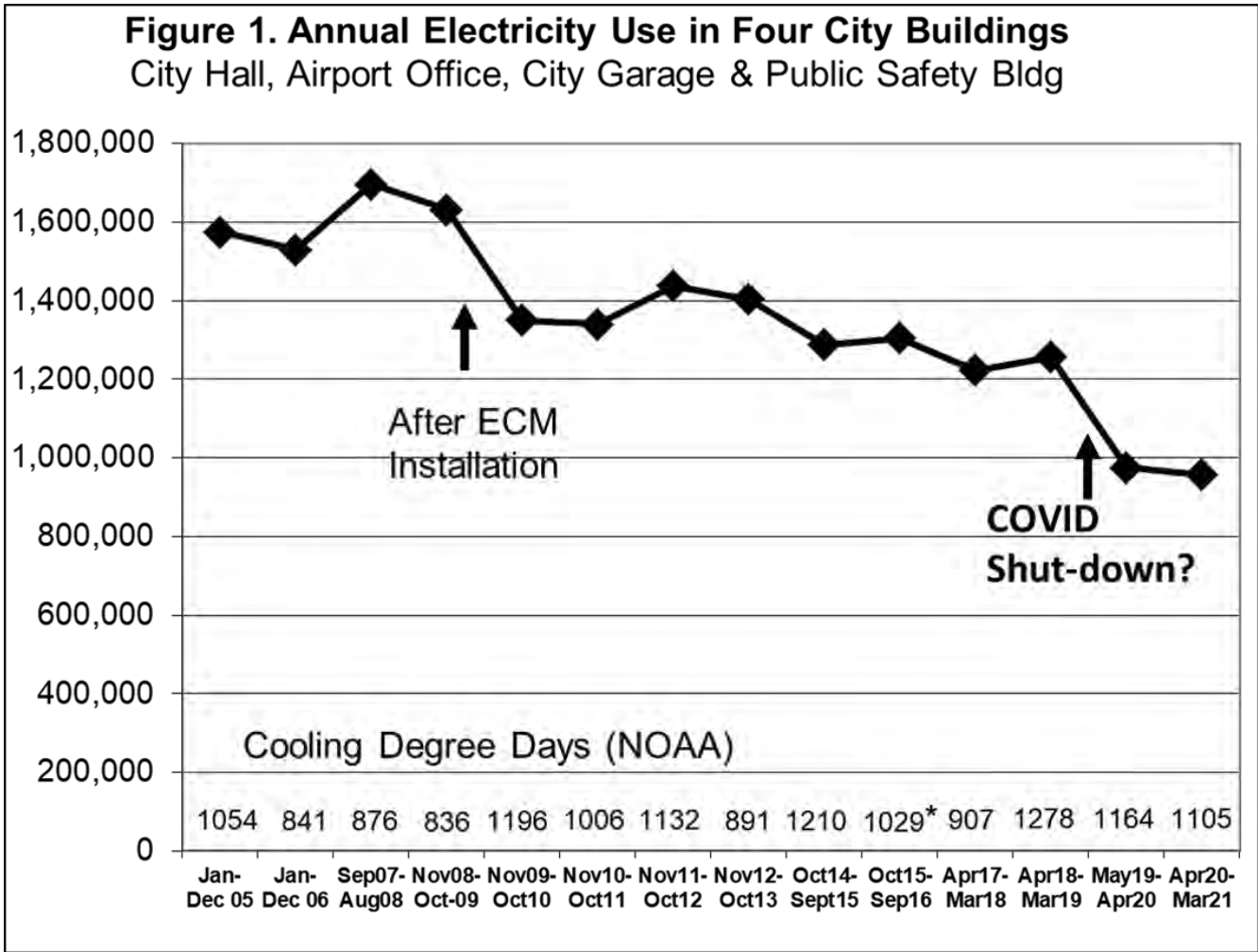
### **Reductions Already Achieved**

In 2009, the City entered into an Energy Services Contract with CLT (now Constellation) that generated significant energy savings. Energy Conservation Measures (ECM) were installed in 15 City buildings, as well as in traffic signal upgrades. According to the 2014 Annual Measurement and Verification Report from Constellation, the ECMs installed were estimated to have saved 1,737,604 kWh or electricity, and 5,176 MCF of fuel. They estimate that this avoided the release of 1,472 tons CO<sub>2</sub>e, or 34 % of City electric consumption. However, their report did not evaluate the actual electric and fuel bills the City incurred. Acquisition of new buildings and equipment or increases in energy consumption are not reflected in the Constellation Energy report.

Based on our review of the actual energy bills paid by the City, the actual reduction in electric usage is approximately 15 %. This is determined by comparing electric consumption in four of the larger energy using facilities in the four years prior to installation of ECMs, versus the six years following installation of ECMs (Figure 1).

There have been incremental improvements in efficiency over more recent years, and a significant drop in energy consumption in 2020 appears to have been associated with the COVID 19 outbreak. Data from 2022 will be needed to verify whether the 2020 reduction can be maintained, but it seems more realistic to assume that it was temporary. Therefore, based on the continued efficiencies achieved, we estimate reductions in energy use as of 2019 are approximately 21 %.





In the 2019 Plan, we estimated energy efficiency had achieved ~ 15 % reductions, accounting for 848 Tons CO<sub>2</sub>e per year

Using the 21 % estimate of actual energy reduction for electricity to date, the reduction in greenhouse gas emissions is

= 0.21 \* 5,359 Tons/year = **1,125 Tons CO<sub>2</sub>e per year**

Current natural gas bills for building heating were entered in the EPA Portfolio Manager web site in 2021, to contribute to energy benchmarking. However, building use during COVID has varied widely, thus we have not attempted to estimate any actual savings in building heating. The 2014 Annual Measurement and Verification Report from Constellation estimates savings as 5,176 MCF, equivalent to approximately 312 Tons CO<sub>2</sub>e per year. However, these estimates from Constellation refer only to the performance of their Energy Conservation Measures, and do not measure actual energy consumption in those buildings. The actual reductions may be significantly lower than the Constellation estimates, and until these can be validated by actual City bills, we do not include them.

Therefore, we estimate conservatively that the **additional reduction needed** to achieve the Morgantown Climate Action Plan goal is

$$= 2,186 - 1,125 = \mathbf{1,061 \text{ Tons CO}_2\text{e per year}}$$

To meet these targets the Green Team evaluated a number of actions and offer the following options for consideration.

## **Options for Additional Greenhouse Gas Reductions**

### **Option 1. Implement IAC 2017 energy efficiency recommendations.**

WVU’s Industrial Assessment Center conducted energy efficiency assessments of several buildings in 2017 (City Hall, Public Safety Bldg., Woodburn, Maintenance Garage, and Signs & Signals buildings). Their report estimates that cost-effective upgrades could save 270,116 kWh of electricity = 266 Tons CO<sub>2</sub>e /year; and could save 540 MMBTU of gas = 32.6 Tons CO<sub>2</sub>e /Year. They estimated a total cost for all upgrades of \$110,533. The payback period for these investments was approximately 3.0 years. The City has previously allocated funds for various capital improvements that have met some of the recommendations. **The Green Team recommends an allocation of \$50,000 for next year’s budget, and that these upgrades, if verified through vendor guarantees, be made expeditiously.**

One significant accomplishment in 2021 was the Energy Benchmarking of City facilities, as part of the US EPA Energy Star program. **The City should continue to maintain this or similar energy monitoring programs to evaluate overall building efficiency.**

### **Option 2. Install LED streetlights.**

The City pays a fixed tariff for streetlights, typically from \$7-10 per pole per month, depending on the kind of streetlight fixture. We estimate that there are approximately 1700 streetlights in Morgantown. Assuming that they operate 12 hours/day: Existing Sodium vapor lamps use ~ 1095 kWh/year. (\*1700 = 1,861,500 kWh/year). LED Lamps use ~459 kWh/year (\*1700 = 780,300 kWh/year). The Projected savings = 1,081,200 kWh/year = ~1063 Tons CO<sub>2</sub>e /Year.

To install LED streetlights, a separate tariff for those lights has been established by Mon Power and approved by the WV Public Service Commission. Based on earlier discussions, LED streetlights are being installed as older street lamps burn out. We do not have any estimates of how many have been replaced, or what the timeframe to complete this project would be. While these would not necessarily result in cost savings for the City, they would achieve significant reductions in greenhouse gas emissions, and would likely be enough to meet the 28 % target for greenhouse gas reductions from that source. **The City should explore the option of completing the change-over to LED streetlights within the next 2-3 years.**

**Option 3. Install solar panels at City facilities.**

We calculate that, to displace 28 % of the City's Municipal electric consumption using solar panels alone would require 1,435,391 kWh of solar generation. Assuming a capacity factor of 25 %, we would need approximately 655 kW of solar panels. Assuming a cost for solar panels of \$2.75 per watt, this would cost approximately \$1.8 million. Depending on the interest rate, the payback time on this is about 40 years.

However, state legislation to authorize Power Purchase Agreements was approved in 2021. Under a PPA, the cost to the City for solar panels would be lowered as much as 20 %, because the installer can claim tax credits, and the payback period would be under 20 years, with panels guaranteed for 25 years, making this a cost-effective option, even with no further increases in electric rates. Furthermore, because the installer bears the initial capital cost the City would pay only the amortized monthly bill and would not need to cover the initial capital cost upfront. The City should investigate this option with installers, especially as part of a program to achieve greater emissions reductions. Alternatively, if other GHG reduction options are implemented, a smaller solar array could be considered to supplement other greenhouse gas reductions to achieve the 28 % goal.

Finally, the recently passed Inflation Reduction Act includes incentives for municipalities and other nonprofits to install renewable energy sources equivalent to the 30 % Investment Tax Credit. This “direct pay” option is augmented by additional incentives for renewable energy facilities that meet criteria for domestic content or qualify as an energy or environmental justice community (Eimicke et al. 2022).

**The City should explore a significant investment in solar energy, either by negotiating a power purchase agreement, or through direct purchase.** The size of the installation will depend on whether the City adopts the goal of 52 % emissions reductions by 2030, and the amount of additional electrification needed for City buildings, vehicles, and other facilities.

**Option 4. Purchase of Green electricity credits (Renewable Energy Certificates, RECs).**

Renewable Energy Credits are a very simple way to reduce the City’s greenhouse gas footprint. Various vendors offer these Credits. These replace the current electric bill, with a slightly higher bill that subsidizes renewable electricity generation (wind or solar). The City would simply allocate funds to purchase an appropriate number of credits each year to offset a portion of current electricity use. The cost of these is variable but has been dropping as renewable energy becomes cost-competitive with fossil fuel-based electricity generation. Because these costs vary with the market, the cost to the City was not estimated.

**Option 5. Convert the City fleet to fuel efficient or electric vehicles.**

The most recent City vehicle inventory (2022) was compared to a 2011 inventory to assess changes in vehicle fuel efficiency. Many vehicles have been replaced during that period and changes among departments were highly variable. Furthermore, the most recent inventory did not specify which vehicles used gasoline versus diesel fuel, making estimates of greenhouse gas emissions difficult. Many City vehicles are special use vehicles (fire trucks, snow plows, police cruisers, etc.)

where fuel efficient or electric vehicles are not options. However, the City apparently still has not adopted purchasing policies to direct that fuel efficiency be considered in purchase decisions, especially for routine passenger uses.

**The city should consider replacing vehicles as they become obsolete with electric vehicles. In addition, the Green Team recommends that the city sign on to the ZEV pledge (<https://www.theclimategroup.org/zev-pledge>), in which it would meet conversion to zero-emission vehicles, when feasible, by certain dates, including: 1) buses by 2030; 2) light-duty vehicles (4 plus wheels) by 2035; and 3) medium- and heavy-duty vehicles by 2040.**

### **Options for Encouraging Greenhouse Gas Reductions from the Community-Wide Sector.**

- 1) Provide incentives for renewable energy sources
- 2) Encourage carbon sequestration through tree planting in public and private lands, and pursue purchases of and creation of green space.
- 3) Support City zoning and transportation plans, and work with other entities on regional plans, that can reduce vehicle miles traveled.
- 4) Encourage bicycles and pedestrian travel, and work toward realizing a Morgantown greenbelt,
- 5) Promote mass transit.
- 6) Support local businesses in adopting energy efficiency projects.
- 7) Provide City incentives to meet green building standards.
- 8) Create safe cycling transportation areas around city to make cycling a viable option for transportation to and from large employers in the city (WVU, DOE, NIOSH, Mon General, etc.)
- 9) Consider hiring a full time Energy Manager/Sustainability Manager.
- 10) Increase recycling and composting efforts for solid waste management.
- 11) Provide incentives to malls and large parking areas on private/commercial sites to install LED lighting.
- 12) Advocate that MountainLine acquire more efficient and cleaner buses.
- 13) Expand bus routes to reduce auto traffic.
- 14) Advocate for MountainLine and Monongalia County to install Park-and-Ride lots to encourage commuters to use bus services.
- 15) Integrate bikes with buses and rail trail (this needs some clarification)
- 16) Provide education to City residents and in schools on ways to reduce carbon emissions.
- 17) Identify cleaner alternatives for small engines (leaf blowers, lawn mowers, etc.)
- 18) Promote water conservation (work with MUB?)

- 19) Switch parking garage lights from T-8 fluorescent to LED.
- 20) Hire a staff person to assist the bicycle and pedestrian board to increase infrastructure and signage for bicycling to make the biking community’s presence known and supported (such as what is currently present on Willowdale), and to finish the implementation of shared use paths that are already funded and fully planned. This person could also propose further programs to expand non-GHG producing transport.
- 21) Install electric vehicle charging ports in parking lots and parking spots.
- 22) Require new large buildings to offer facilities for fostering low-carbon transportation options (walking, biking, transit, car-sharing, etc.)
- 23) Provide preferred parking for electric vehicles, ride sharing vehicles, and compact vehicles, as well as more and better bike-racks, for example with shelters.
- 24) Work with WVU to expand the hours of operation of the PRT. Consider subsidizing PRT fares or offering “Zero Fare PRT Days” in order to encourage community members to try this alternate form of transportation.
- 25) Find ways to encourage more businesses, WVU, and perhaps other organizations such as churches to emulate the city and install solar panels as well.
- 26) Have specialists from WVU evaluate possibilities of installing wind power structures adjacent to Morgantown, and investigate possible private-sector investments in such projects.
- 27) Provide incentives for existing commercial entities to meet minimum energy consumption and suggest methods to achieve this (ICLEI members can provide many ideas for this).
- 28) Require any new construction to meet minimal standards for solar capacity and energy consumption or a minimum LEED rating.
- 29) Use Daylighting initiatives such as skylights, light tubes, and appropriate placement of windows to reduce indoor lighting demands during any major renovations or new construction.

**Additional Benefits from Greenhouse Gas Reductions**

Reducing greenhouse gas emissions provides non-market benefits from avoided costs associated with climate change. While many assumptions can affect estimates of benefits, US-EPA’s Interagency Working Group (2016) has monetized these for regulatory cost-benefit purposes. They have determined that avoided emissions provides a benefit of \$36-50 per ton. The actual benefit depends on the assumed discount rate and the year of emissions, and increase in succeeding years. While this would not show up in the City budget, benefits to the City from compliance with the greenhouse gas reduction commitments have a value exceeding \$100,000 per year.

## **References Cited**

Chehovits, J. and L. Galehouse. 2010. Energy Usage and Greenhouse Gas emissions of pavement preservation processes for asphalt concrete pavements. Paper # 65, In: Compendium of Papers from the First International Conference on Pavement Preservation. Transportation Research Board. National Academies of Science, Engineering, and Medicine. Newport Beach, CA.

Constellation Energy. 2014. 2014 Annual Measurement and Verification Report. Unpublished.

Eimicke, K. M. Kramer, J. Avery, A Kaplan, and S. Taylor. 2022. Relief arrives for renewable energy industry – Inflation Reduction Act of 2022. The National Law Review 12 (228).

<https://www.natlawreview.com/article/relief-arrives-renewable-energy-industry-inflation-reduction-act-2022>

Interagency Working Group on Social Cost of Greenhouse Gases. 2016. Technical Support Document: Technical Update of the Social Cost of Carbon for Regulatory Impact Analysis Under Executive Order 12866. US-EPA. Available at:

[https://19january2017snapshot.epa.gov/sites/production/files/2016-12/documents/sc\\_co2\\_tsd\\_august\\_2016.pdf](https://19january2017snapshot.epa.gov/sites/production/files/2016-12/documents/sc_co2_tsd_august_2016.pdf)

Simcoe, J. B. Gilmer, and E, Hansen. 2014. Community greenhouse gas inventory for Morgantown, WV. Downstream Strategies. Available at:

[http://www.downstreamstrategies.com/documents/reports\\_publication/community-greenhouse-gas-inventory-morgantown-wv\\_final.pdf](http://www.downstreamstrategies.com/documents/reports_publication/community-greenhouse-gas-inventory-morgantown-wv_final.pdf)

## **Appendix. What Other Cities Are Doing to Meet Greenhouse Gas Reduction Goals**

Other cities that have signed on to the US Mayors Climate Action pledge are developing similar Climate Action Plans. The following examples provide highlights of what they are doing. From: Cities Climate Action Compendium (<http://climatemayors.org/actions/climate-action-compendium/>)

**Albany, NY.** Developed Bike sharing program. Established Mayor’s Office of Energy and Sustainability.

**Austin, TX.** Approved contracts to purchase 400 MW utility scale solar.

**Boulder, CO.** Passed a Climate Action Plan tax to fund initiatives to reduce GHG emissions. Adopted Energy Efficiency codes, requires commercial and industrial buildings to monitor and improve energy efficiency.

**Cleveland, OH.** 100 residential solar installs. 160 home energy retrofits Planted 50,000 trees, increase canopy from 19 to 30 % by 2040. 25 resident-led neighborhood-based projects to reduce GHG emissions.

**Columbus OH.** Added 167 CNG vehicles, anti-idling devices on all vehicles. Purchasing 14 % renewable electricity, goal 100 % by 2020. Urban forestry campaign to plant 300,000 trees by 2020, to raise canopy cover from 22 to 27 %

**Dubuque Iowa.** Solar arrays on 5 of 6 fire stations (150 kW). Resilient Communities Advisory Commission.

**Kansas City, MO.** Installed 25 kW arrays on 59 municipal buildings. LEED Gold required for new municipal buildings.

**Knoxville, TN.** LED streetlights. EE upgrades to 1200+ homes.

**RESOLUTION 2022-\_\_\_\_**

**RESOLUTION AUTHORIZING APPLICATION FOR  
GOVERNOR’S HIGHWAY SAFETY PROGRAM GRANT**

The City of Morgantown hereby resolves that the City Manager, or a designee, is authorized to execute the attached grant application seeking funding from the Governor’s Highway Safety Program, together with any other documents necessary to accept and administer the grant funds described in the attached documents.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Mayor

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



GOVERNOR'S HIGHWAY SAFETY PROGRAM  
STATE OF WEST VIRGINIA  
DIVISION OF MOTOR VEHICLES

Application Page – 1

For GHSP Use Only

Item 3A.

DATE RECEIVED: \_\_\_\_\_

FEDERAL FUNDS AWARDED: \_\_\_\_\_

NAME OF APPLICANT: City of Morgantown  
(Must be a government agency)

PROJECT TITLE: Morgantown Highway Safety Project

F.E.I.N. NUMBER: 555-00-215

**AUTHORIZED OFFICIAL:**

NAME: Mr. A. Kim Haws  
TITLE: City Manager  
MAILING ADDRESS: 430 Spruce Street, Morgantown, Wv  
ZIP CODE: 26505  
PHONE: 304-284-7404  
FAX: 304-284-7520  
E-MAIL: ahaws@morgantownwv.gov

**PROJECT DIRECTOR:**

NAME: Robert Gilmore  
TITLE: Retired Lieutenant  
MAILING ADDRESS: 300 Spruce Street, Morgantown, Wv  
ZIP CODE: 26505  
PHONE: 304-284-7446  
FAX: 304-284-7520  
E-MAIL: rgilmore@morgantownwv.gov

**FINANCIAL OFFICER:**

NAME: Mr. Kevin Tennant  
TITLE: Finance Director  
MAILING ADDRESS: 430 Spruce Street, Morgantown, Wv  
ZIP CODE: 26505  
PHONE: 304-284-7407  
FAX: 304-284-7418  
E-MAIL: kevin.tennant@morgantownwv.gov

**GOVERNOR'S HIGHWAY SAFETY PROGRAM  
STATE OF WEST VIRGINIA  
DIVISION OF MOTOR VEHICLES**

Application Page – 2

**PROBLEM IDENTIFICATION**

**Clearly identify the problem(s) impacted by this project. Once you have identified the problem, show statistical evidence supporting your case that this is truly a problem. Please identify the source(s) of your data. NOTE: If you cannot clearly identify a problem which can be impacted by this project, proceed no further with this proposal. Use additional pages as necessary.**

**Proper Problem Identification does the following:**

- **Identifies the problem your project seeks to address.**
- **Provides both data and data analysis describing the problem.**
- **Reports the results of the analysis.**
- **Prioritizes the problems.**

Monongalia County is the third most populated county in the state; its county seat is Morgantown. Two major interstates meet in Monongalia County, 68 and 79, and several other major highways and routes extend through the county, including routes 19 and 119. The City of Morgantown estimates a daily population of 80,000 people, which contributes to a high traffic volume during working hours within the city limits. Between CY 2009 through 2020, out of 55 counties in West Virginia, Monongalia County is number three for the most crashes. They rank number five for injury crashes, total injuries, and rank number 6 for total fatalities (2012 - 2020, WVDOH).

Morgantown and Monongalia County are home to West Virginia University, the state's largest university. With the state's largest university comes the largest population of college students, as well as the largest concentration of persons under the legal drinking age. Monongalia County has the 2<sup>nd</sup> highest number of crashes and fatalities involving drivers under 20 (2012 - 2020, WVDOH). Monongalia County falls within Region 5 of the highway safety regional programs. Effective enforcement and education in Monongalia County is essential to assisting GHSP in reaching its overall highway safety goals and objectives.

**Target Red (Red Light and Stop Sign Running):** Monongalia County ranks number six for pedestrian fatalities (2012 - 2020), which many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving. During the Spring 2014, Fall 2014 and Spring 2015 semesters, a WVU professor had students conduct surveys in WVU Hospital ER and WVU Urgent Care, to gather pedestrian data - whether they had been hit by a vehicle or nearly hit, which parts of the city felt safe or unsafe to walk, etc. Of 500 respondents, 13 (2.6%) reported having been hit by a vehicle while walking, but only four reported the incident to the police. Of 495 respondents, 188 (38%) reported ALMOST having been hit while walking in Morgantown. Of those 188, 76.8% reported being in a crosswalk when almost hit and 20.4% reported being on a sidewalk when almost hit (Abildso, WVU).

Between 2016 and 2020, an intersection-related contributing factor was listed for 18% of roadway crashes statewide, while 6.5% listed a pedestrian-related contributing factor, and 1% listed a bicycle-related contributing factor (WVDOH). From FY 2019 - 2021, there were 94 red light violations and 265 stop sign violations cited on grant-funded OT in Monongalia County (GHSP)

## Application Page – 2a

**Speed/Aggressive Driving:** Monongalia County ranks number six for pedestrian fatalities (2012 - 2020), which many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving. Monongalia County has 19 roadway segments in the top 225 speed-related crash roadway segments (2015 - 2019) (WVDOH), which is the 3<sup>rd</sup> highest number of roadway segments in the top 225. On these 19 roadway segments, there were 2,172 speed-related crashes, the 4<sup>th</sup> highest number of crashes on these top speed roadway segments. Between 2016 and 2020, speeding and aggressive driving was listed as a contributing factor for 57.2% of roadway crashes statewide, while listed speed as a contributing factor (WVDOH). From FY 2019 - 2021, there were 2,443 speed citations written on grant-funded OT in Monongalia County (GHSP).

**School Bus Safety:** Oftentimes, school bus safety revolves around other drivers speeding through a school zone and/or not stopping for the bus's flashing lights or stop sign, endangering students, parents, and school personnel as they walk near schools, bus stops, or enter/depart a school bus. Between FY 2019 - 2021, there were 6 bus arm violations written in Monongalia County on highway safety grant-funded OT (GHSP). Many agencies also work school bus/zone enforcement on agency time, although that data is not required to be reported. Monongalia County is the 5<sup>th</sup> worst county for roadway injuries for children under 8 (2012 - 2020, WVDOH).

**Occupant Protection:** From CY 2012 - 2020, in WV, 843 of 2,606 fatalities were unrestrained drivers (32.25%). In Monongalia County, 28 of 101 fatalities (27.72%) were unrestrained (WVDOH). Monongalia County ranks number five for most total ejections (partial and full) and number 10 for fatal ejections (2009-2020, WVDOH). Monongalia County's official seat belt usage rate average (2015-2017) (GHSP) was 82.2%, with the previous seat belt survey site selection cycle, which is well below the state average for the same time frame (88.5%), of all the official seat belt survey locations. During the current seat belt survey site selection cycle (2018 - 2021), Monongalia County's current seat belt usage rate average is 96%, compared to the state's average usage rate of 89.6% for the same time period. From FY 2019 - 2021, there were 810 seat belt citations and 3 child restraint citations written on grant-funded OT in Monongalia County (GHSP). Between 2016 and 2020, improper/no safety equipment was listed as a contributing factor for 32.2% of roadway crashes statewide (WVDOH).

**Impaired Driving:** From CY 2012 to CY 2020, in WV, 580 of 2,606 (22.26%) fatalities were alcohol-related. In Monongalia County, 20 of 101 (19.80%) fatalities were alcohol-related (WVDOH). Monongalia County ranks number three for most alcohol-related crashes, number four for alcohol-related injuries (2010 - 2020), and number seven for alcohol-related fatalities (2012 - 2020, WVDOH). Monongalia County has 10 roadway segments in the top 116 alcohol crash roadways (2015 - 2019), which is the 3<sup>rd</sup> highest amount of road segments in the top 116. On these road segments, Monongalia County had 208 alcohol crashes, the 5<sup>th</sup> highest number of crashes on the top 116 roadway segments.

On all roadways in Monongalia County, between 2010 and 2020, there were 1,166 alcohol-related crashes (WVDOH). Between 2016 and 2020, impaired driving was listed as a contributing factor for 21.5% of roadway crashes statewide (WVDOH). In CY 2021 there were 274 DUI arrests made in Monongalia County. Of those, 61 (22.27%) were drug-related or a combination of drugs and alcohol (GHSP). Region 5 has three certified DREs, with one of those being in Monongalia County.

**Underage Alcohol Consumption/Sales:** According to the WV Alcohol Beverage Control Administration, in CY 2021, the average on-premise buy rate in Monongalia County was 31.03%, while the average off-premise buy rate was 5.77%

## Application Page – 2b

The state's largest university and largest student population is located in Monongalia County. WVU is an active member of the WVCIA, which is a statewide organization partially funded through the Region 5 GHSP grant. The organization proactively addresses collegiate use of alcohol and other drugs, and associated violence and mental health issues. Through the use of evidence-based strategies, the program promotes healthy campus environments through self-regulatory initiatives, information dissemination, public policy influence, cooperation with prevention partners, and technical assistance. With cooperation from various law enforcement agencies and local colleges and universities, as well as the WV Alcohol Beverage Control Administration and the WVCIA, Monongalia County will be able to effectively address underage drinking issues.

**Distracted Driving:** Monongalia County ranks number six for pedestrian fatalities (2012 - 2020), which many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving. From FY 2019 - 2021, there were 67 texting citations and 972 cell phone citations written on grant-funded OT in Monongalia County (GHSP). Distracted driving-related crashes across the nation are generally severely under-reported, so it is difficult to get a good indication from data whether distraction is a significant factor in crashes. With that being said, there is still some data listing distraction as a contributing factor in crashes in WV. Between 2016 and 2020, distracted driving was listed as a contributing factor for 6.4% of roadway crashes statewide (WVDOH). Nationwide, 3,142 people were killed in 2019 due to distracted driving, and an estimated 424,000 people were injured in distracted driving crashes (NHTSA).

*Training* may also be requested, if highway safety-relevant and approved beforehand by the GHSP office, for law enforcement officers in Monongalia County become more effective in enforcing laws and in other situations related to highway safety enforcement and education. Training may include, but not be limited to, DRE training, DUI enforcement training, occupant protection training, etc. The better trained and more comfortable LEOs are with enforcing the laws, the better they can be of assistance in reaching this project's goals.

Electronic citation-related *equipment* may be requested based on the need of the agencies in this grant.

**GOVERNOR'S HIGHWAY SAFETY PROGRAM  
STATE OF WEST VIRGINIA  
DIVISION OF MOTOR VEHICLES**

Application Page – 3

**PROJECT OBJECTIVE(S)**

**Objectives must be specific, recognizable, clearly qualified, time framed, with measurable terms of the impact to be achieved. Please use additional pages as necessary (i.e., number 3a, 3b, 3c, etc.)**

**Through highway safety funds for enforcement and education, this project's goals are:**

1. To reduce crashes in Monongalia County by 10% from a 3-year average (2018 - 2020) of 2,064 to 1,858 by September 30, 2023.
2. To reduce total injuries in Monongalia County by 15% from a 3-year average (2018 - 2020) of 646 to 549 by September 30, 2023.
3. To reduce fatalities in Monongalia County by 20% from a 3-year average (2018 - 2020) of 11 to 9 by September 30, 2023.
4. To reduce unrestrained driver fatalities in Monongalia County by 50% from a 3-year average (2018 - 2020) of 2 to 1 by September 30, 2023.
5. To reduce alcohol-related crashes in Monongalia County by 15% from a 3-year average (2018 - 2020) of 92 to 78 by September 30, 2023.
6. To reduce alcohol-related injuries in Monongalia County by 15% from a 3-year average (2018 - 2020) of 62 to 53 by September 30, 2023.
7. To reduce alcohol-related fatalities in Monongalia County by 67% from a 3-year average (2018 - 2020) of 3 to 1 by September 30, 2023.
8. To reduce pedestrian fatalities in Monongalia County by 100% from a 3-year average (2018 - 2020) of 1 to 0 by September 30, 2023.
9. To reduce total ejections in Monongalia County by 15% from a 3-year average (2018 - 2020) of 15 to 13 by September 30, 2023.
10. To reduce fatal ejections in Monongalia County by 67% from a 3-year average (2018 - 2020) of 3 to 1 by September 30, 2023.
11. To reduce crashes involving drivers 20 and younger in Monongalia County by 10% from a 3-year average (2018 - 2020) of 523 to 471 by September 30, 2023.
12. To maintain fatalities of drivers 20 and younger in Monongalia County at the 3-year average (2018 - 2020) of 0 through September 30, 2023.

**PROJECT ACTIVITIES**

**Specific statements of activities that will directly impact the identified problem. Please use additional pages as necessary (i.e., number 3a, 3b, 3c, etc.)**

This project will fund enforcement (patrols and checkpoints) and education within Monongalia County, specifically through Monongalia County Sheriff's Office and WVU PD, to **assist this overall project effectively and meaningfully** with the goals of reducing roadway crashes, injuries, and fatalities in the county. Activities will include:

**Target Red Enforcement patrols:**

- Enforcement will be conducted August 1-15, 2023, with locations determined by Monongalia County Sheriff's Office and WVU PD using county data. See Special Conditions for additional information.

**Speed/Aggressive Driving Enforcement patrols:**

- Enforcement should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments, but enforcement is preferred along the listed segments. The entirety of these segments falling within the counties listed may be worked; smaller agencies may work these target locations if the road segments fall within their agency’s jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The following 19 roadway segments are in order from most crashes to least within the county.

<b>US 019</b>	<b>CR 081</b>	<b>CR 045</b>
<b>US 119</b>	<b>CR 059</b>	<b>CR 073</b>
<b>CR 857</b>	<b>CR 016/01</b>	<b>CR 073/12</b>
<b>WV 705</b>	<b>CR 077</b>	<b>CR 007/22</b>
<b>CR 067</b>	<b>CR 055</b>	<b>CR 060</b>
<b>CR 019/24</b>	<b>CR 075</b>	<b>CR 065</b>
<b>CR 067/01</b>		

**School Bus/Zone Safety Enforcement:**

- Enforcement and locations will be determined by Monongalia County Sheriff’s Office using county data.

**Seat Belt enforcement patrols and checkpoints:**

- Enforcement should be conducted during the following designated enforcement periods:
  - National CIOT May Mobilization: May 15-29, 2023
  - CIOT October Mini Mobilization: October 7-23, 2022
  - CIOT March Mini Mobilization: March 3-19, 2023
  - CIOT August Mini Mobilization: August 4-20, 2023

**Impaired Driving Enforcement patrols and checkpoints:**

- Impaired Driving Enforcement patrols and checkpoints should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments and the mile markers listed; smaller agencies may work these target locations if the road segments fall within their agency’s jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The 10 roadway segments below are listed from most crashes to least crashes. As can be seen by the roadway segments under the Speed Enforcement section, many of the same roadways are both speed and alcohol-related crash problem areas.

<b>US 119</b>	<b>US 019</b>
<b>CR 857</b>	<b>CR 045</b>
<b>CR 067</b>	<b>CR 075</b>
<b>CR 081</b>	<b>CR 077/22</b>
<b>CR 059</b>	<b>CR 067/01</b>

- The primary focus should be during the following enforcement periods:
  - National Drive Sober or Get Pulled Over (DSOGPO) Enforcement Periods:
    - December 14, 2022 - January 1, 2023
    - August 18 - September 4, 2023

## Application Page – 3b

- State Mobilizations:
  - Thanksgiving (Nov. 23-27, 2022)
  - West Virginia Day (June 16-20, 2023)
  - Fourth of July weekend (June 30 - July 4, 2023)

**Underage Alcohol Consumption/Sales:**

- Enforcement and locations will be determined by Monongalia County Sheriff's Office and WVU PD using county data and ABCA buy rate data.

**Distracted Driving Enforcement patrols:**

- Enforcement should be primarily conducted during Distracted Driving Awareness Month in April 2023 but can also be used strategically throughout the grant year.

Electronic citation-related equipment may be requested based on the need of the agencies in this grant.

Funds are also requested for Project Director travel, as the Project Director is required to attend GHSP meetings and trainings, as approved, as part of the grant agreement.

<b>GOVERNOR'S HIGHWAY SAFETY PROGRAM</b> <b>West Virginia Division of Motor Vehicles</b> <b>STATE OF WEST VIRGINIA</b>		<b>FISCAL SUMMARY</b> <b>Page 4</b>		
<b>SAFE COMMUNITIES 402</b> <b>Grantee: City of Morgantown</b> <b>Budget Categories: F22-HS-18-402</b>	<b>Estimated Project Costs</b>	<b>Local Funds [Match]</b>	<b>Federal Funds Approved</b>	<b>Highway Safety Account #:</b>
<b>Travel &amp; Conferences</b> Project Director Travel *GHSP meetings and pre-approved training	\$ 500.00		\$ 500.00	SA23-18-18
<b>Enforcement</b> Target Red (August 1-15, 2023) *See Special Conditions	\$ 2,000.00		\$ 12,500.00	SE23-21-18
Speed Enforcement/Aggressive Driving - Year Round *see page 3 Project Activities for specific roadways to be worked	\$ 8,000.00			SE23-21-18
Speed Enforcement Mobilization July Kickoff - July 14, 2023 4pm - 8pm -- September Kickoff - September 1, 2023 4pm - 8pm *see page 3 Project Objectives & Activities for details of mobilization	\$ 2,000.00			
School Bus Safety Enforcement *To be used during National School Bus Safety Week, October 17-21, 2022 *To be used during Back to School in August/September 2023	\$ 500.00			SB23-19-18
<b>TOTAL PROJECT COSTS:</b>	\$ 13,000.00			
<b>TOTAL LOCAL FUNDS:</b>		\$ -	\$ -	
<b>TOTAL FEDERAL FUNDS:</b>			\$ 13,000.00	
<b>TOTAL APPROVED PROJECT:</b>			\$ 13,000.00	



<b>GOVERNOR'S HIGHWAY SAFETY PROGRAM</b> West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		<b>FISCAL SUMMARY</b> Page 4		
<b>OCCUPANT PROTECTION 405b</b> Grantee: City of Morgantown Budget Categories: F23-HS-18-405b	<b>Estimated Project Costs</b>	<b>Local Funds [Match]</b>	<b>Federal Funds Approved</b>	<b>Highway Safety Account #:</b>
<b>Enforcement</b> National CIOT May Mobilization (May 15- 29, 2023) October CIOT Mini Mobilization (October 7-23, 2022) March CIOT Mini Mobilization (March 3-19, 2023) August CIOT Mini Mobilization (August 4-20, 2023) Seat Belt Checkpoints *Checkpoints during CIOT enforcement, during nighttime hours, starting at 6pm *Must participate in all mini mobilizations and May Mobilization. *Cannot use leftover funds from one mobilization for another mobilization without GHSP approval.	\$ 3,000.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00		\$ 11,000.00	HV23-01-18
<b>TOTAL PROJECT COSTS:</b>	<b>\$ 11,000.00</b>			
<b>TOTAL LOCAL FUNDS:</b>		\$ -	\$ -	
<b>TOTAL FEDERAL FUNDS:</b>			\$ 11,000.00	
<b>TOTAL APPROVED PROJECT:</b>			\$ 11,000.00	

<b>GOVERNOR'S HIGHWAY SAFETY PROGRAM</b> West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		<b>FISCAL SUMMARY</b> Page 4		
<b>IMPAIRED DRIVING 405d</b> Grantee: City of Morgantown Budget Categories: F23-HS-18-405d	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
<b>Enforcement</b> DUI Enforcement* DUI Checkpoints* <small>*see Page 2 Problem Identification for specific roadways to be worked</small> <small>*Enforcement from 8pm to 4am only, unless pre-approved by GHSP</small> <small>*Emphasis on state and national mobilizations listed below</small> Underage Alcohol Enforcement DRE Enforcement	\$ 5,000.00 \$ 2,000.00  \$ 20,000.00 \$ 2,000.00		\$ 29,000.00	HV23-01-18
December 14, 2022 - January 1, 2023 - DSOGPO National Enforcement Mobilization August 18 - September 4, 2023 - DSOGPO National Enforcement Mobilization Thanksgiving (Nov. 23-27, 2022), West Virginia Day (June 16-20, 2023) and the Fourth of July weekend (June 30 - July 4, 2023) - State Mobilizations				
<b>TOTAL PROJECT COSTS:</b>		\$ 29,000.00		
<b>TOTAL LOCAL FUNDS:</b>		\$ -	\$ -	
<b>TOTAL FEDERAL FUNDS:</b>			\$ 29,000.00	
<b>TOTAL APPROVED PROJECT:</b>			\$ 29,000.00	

**GOVERNOR'S HIGHWAY SAFETY PROGRAM**  
**West Virginia Division of Motor Vehicles**  
**STATE OF WEST VIRGINIA**

**FISCAL SUMMARY**  
**Page 4**

<b>DISTRACTED DRIVING 405e</b> <b>Grantee: City of Morgantown</b> <b>Budget Categories: F223-HS-18-405e</b>	<b>Estimated Project Costs</b>	<b>Local Funds [Match]</b>	<b>Federal Funds Approved</b>	<b>Highway Safety Account #:</b>
<b>Enforcement</b>			<b>\$ 10,000.00</b>	<b>DD23-30-18</b>
Distracted Driving - Year Round	\$ 7,000.00			
Distracted Driving Enforcement - April 2023	\$ 3,000.00			
*Distracted Driving Month is April 2023				
<b>TOTAL PROJECT COSTS:</b>	<b>\$ 10,000.00</b>			
<b>TOTAL LOCAL FUNDS:</b>		<b>\$ -</b>	<b>\$ -</b>	
<b>TOTAL FEDERAL FUNDS:</b>			<b>\$ 10,000.00</b>	
<b>TOTAL APPROVED PROJECT:</b>			<b>\$ 10,000.00</b>	

**GOVERNOR'S HIGHWAY SAFETY PROGRAM**  
**West Virginia Division of Motor Vehicles**  
**STATE OF WEST VIRGINIA**

**FISCAL SUMMARY**  
**Page 4**

<b>DIV OF HIGHWAYS-WORK ZONE</b> <b>Grantee: City of Morgantown</b> <b>Budget Categories: F23-HS-18-DOHWZ</b>	<b>Estimated Project Costs</b>	<b>Local Funds [Match]</b>	<b>Federal Funds Approved</b>	<b>Highway Safety Account #:</b>
<b>Enforcement</b> Work Zone Enforcement <small>*pre-approved by GHSP; see Special Conditions</small>	\$ 10,000.00		\$ 10,000.00	WZ23-01-18
<b>TOTAL PROJECT COSTS:</b>	\$ 10,000.00			
<b>TOTAL LOCAL FUNDS:</b>		\$ -	\$ -	
<b>TOTAL FEDERAL FUNDS:</b>			\$ 10,000.00	
<b>TOTAL APPROVED PROJECT:</b>			\$ 10,000.00	

Morgantown-18

402	\$	13,000.00
405b	\$	11,000.00
405c	\$	-
405d	\$	29,000.00
405e	\$	10,000.00
405f	\$	-
DOHWZ	\$	10,000.00
	\$	73,000.00

**RESOLUTION APPROVING AGREEMENT WITH THE MONONGLAIA COUNTY  
BOARD OF EDUCATION PROVIDING A SCHOOL RESOURCE OFFICER AT  
MORGANTOWN HIGH SCHOOL**

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Mayor

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



## AGREEMENT

This Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Morgantown, West Virginia (hereafter referred to as "City") and the Monongalia County Board of Education, West Virginia (hereafter referred to as "Board").

**WITNESSETH:**

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

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

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

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

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

### SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

- 1.01 The City will provide one (1) police officer as a School Resource Officer, to the Board for assignment at Morgantown High School.
- 1.02 The SRO will abide by County School Board Policies and Laws, as they relate to the SRO. The SRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the SRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the SRO will be performed by the Principal. Professional supervision, evaluation and discipline of the SRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.
- 1.03 The SRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.
- 1.04 On-site supervision of the police officer assigned to the SRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the SRO Programs. City's Chief of Police will be granted site access to perform supervisory requirements as necessary.



- 1.05 The City will ensure that the exercise of the law enforcement powers by the SRO is in compliance with the authority granted by the law.
  
- 1.06 The SRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the SRO to intervene with the normal disciplinary procedures in the school. The SRO will perform the following duties:
  - To perform law enforcement functions within the school setting.
  - To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
  - To foster a better understanding of the law enforcement function.
  - To develop a better appreciation of citizens' rights, obligations and responsibilities.
  - To provide information about crime prevention.
  - To provide assistance and support for crime victims identified within the school setting.
  - To promote positive relations between the students and the law enforcement officer.
  - To enhance knowledge of the fundamental concepts and structure of the law.
  - To be familiar with confidentiality requirements.
  - Any records generated by the Officer as part of his/her SRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).
  
- 1.07 The SRO will be on duty at the school during regular school hours when students are required to attend and when the required SRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
  
- 1.08 The SRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the SRO to leave his/her jurisdiction, but the SRO will have the option to attend if they choose to do so.

**SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD**

- 2.01 The Principal at Morgantown High will be the on-site contact person for the SRO. The Superintendent of the Board will designate the School Resource Officer Coordinator to serve as the county liaison for the program.
  
- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
  
- 2.03 The Board will furnish the City funds in the total sum of \$47,423.00 (2/3<sup>rd</sup> total cost) to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as SRO to the schools pursuant to the terms expressed in this Agreement.

2.04 In the event that students are not physically in school due to a pandemic, for a period exceeding two weeks, the Board will not be required to furnish funds to the City for the SRO services during the term of that closure.

**SECTION 3: TERMS OF AGREEMENT**

3.01 This Agreement is made for a Ten month term beginning the 18<sup>th</sup> day of August, 2022 and ending the 18<sup>th</sup> day of June, 2023.

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

**SECTION 4: TERMINATION**

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

**SECTION 5: SEVERABILITY**

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

**SECTION 6: ASSIGNMENT**

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

**SECTION 7: NO WAIVER**

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

**SECTION 8: COMPLETE AGREEMENT**

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

**SECTION 9: CHOICE OF LAW**

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

**SECTION 10: NOTICES**

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

\_\_\_\_\_  
**Kim Haws City Manager  
City of Mogantown, WV**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

Resolution 2022-\_\_

**RESOLUTION APPROVING AGREEMENT WITH THE MONONGLAIA COUNTY BOARD OF EDUCATION PROVIDING A PREVENTION RESOURCE OFFICER AT SUNCREST MIDDLE SCHOOL**

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Mayor

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



## AGREEMENT

This Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Morgantown, West Virginia (hereafter referred to as "City") and the Monongalia County Board of Education, West Virginia (hereafter referred to as "Board").

**WITNESSETH:**

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

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

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

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

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

### SECTION 1: DUTIES AND RESPONSIBILITIES OF CITY

- 1.01 The City will provide one (1) police officer as a Prevention Resource Officer, to the Board for assignment at Suncrest Middle School.
- 1.02 The PRO will abide by County School Board Policies and Laws, as they relate to the PRO. The PRO will consult and coordinate instructional activities through the Principal. Educational activities conducted by the PRO, which are part of the regular instruction program of the school, will be at the direction of and supervised by the Principal or his/her designated representative. On-site supervision of the daily activities of the PRO will be performed by the Principal. Professional supervision, evaluation and discipline of the PRO will at all times be performed by the Chief of Police of the City, with input from the Principal as may be requested by the Chief.
- 1.03 The PRO will provide to students' instruction in various aspects of law enforcement, public safety, and education as directed and supervised by the Principal.
- 1.04 On-site supervision of the police officer assigned to the PRO Programs will be performed by the Principal. City, through the Chief of Police, will be responsible for the control, direction, and professional supervision of the police officer assigned to the PRO Programs. City's Chief of Police will be granted site access to perform supervisory requirements as necessary.

- 1.05 The City will ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by the law.
  
- 1.06 The PRO will not function as a school disciplinarian or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary procedures in the school. The PRO will perform the following duties:
  - To perform law enforcement functions within the school setting.
  - To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
  - To foster a better understanding of the law enforcement function.
  - To develop a better appreciation of citizens' rights, obligations and responsibilities.
  - To provide information about crime prevention.
  - To provide assistance and support for crime victims identified within the school setting.
  - To promote positive relations between the students and the law enforcement officer.
  - To enhance knowledge of the fundamental concepts and structure of the law.
  - To be familiar with confidentiality requirements.
  - Any records generated by the Officer as part of his/her PRO Program duties shall be considered a school record subject to the Family Educational Rights and Privacy Act and related regulations (34 CFR 99.30 and 99.31).
  
- 1.07 The PRO will be on duty at the school during regular school hours when students are required to attend and when the required PRO Training Programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.
  
- 1.08 The PRO will not be required to attend extracurricular activities which are held beyond his/her regular workday or require the PRO to leave his/her jurisdiction, but the PRO will have the option to attend if they choose to do so.

**SECTION 2: DUTIES AND RESPONSIBILITIES OF THE BOARD**

- 2.01 The Principal at Mountaineer Middle will be the on-site contact person for the PRO. The Superintendent of the Board will designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.
  
- 2.02 A performance review will be performed at the end of the school year by the Principal and submitted in writing to the Police Chief.
  
- 2.03 A State Grant was received by the MPD to provide funding for Prevention Resource Officers in the school. The Board will furnish the City funds in the total sum of \$22,000.00 to offset the cost of salary and related benefits for the employee of the City, who will provide the contracted service and act as PRO to the schools pursuant to the terms expressed in this Agreement.

2.04 In the event that students are not physically in school due to a pandemic, for a period exceeding two weeks, the Board will not be required to furnish funds to the City for the SRO services during the term of that closure.

**SECTION 3: TERMS OF AGREEMENT**

3.01 This Agreement is made for a Ten month term beginning the 18<sup>th</sup> day of August, 2022 and ending the 18<sup>th</sup> day of June, 2023.

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

**SECTION 4: TERMINATION**

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

**SECTION 5: SEVERABILITY**

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

**SECTION 6: ASSIGNMENT**

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

**SECTION 7: NO WAIVER**

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**Kim Haws City Manager  
City of Mogantown, WV**

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**Date**

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

\_\_\_\_\_  
**Date**