



MORGANTOWN
CITY CLERK

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

AGENDA

CITY COUNCIL REGULAR MEETING

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

Tuesday, September 19, 2023 at 7:00 PM

1. **ROLL CALL:**
2. **CALL TO ORDER:**
3. **PLEDGE:**
4. **APPROVAL OF MINUTES:**
 - A. August 29, 2023, Regular Meeting Minutes
 - B.** September 5, 2023, Special Meeting Minutes
 - C. September 5, 2023, Regular Meeting Minutes
5. **CORRESPONDENCE:**
6. **PUBLIC HEARINGS:**
 - A. **An Ordinance Authorizing Agreement Regarding Cypress Street and Providing for Establishment of Cypress Street in the City Street System**
 - B. **An Ordinance Providing for Establishment of Alley H in the City Street System**
 - C. **An Ordinance Amending Articles 523, Entitled "Litter," 1139, Entitled "Solid Waste Collection," and 1145, Entitled "Weeds and Noxious Materials."**
 - D. **An Ordinance Amending Section 155.05 of the City Code Providing for Furnishing of Bond by Members of the Parking Authority**
7. **UNFINISHED BUSINESS:**
 - A.** Consideration of **APPROVAL** of (Second Reading) of **An Ordinance Providing for Establishment of Alley H in the City Street System** (*First Reading 8/29/2023*)
 - B.** Boards & Commissions
8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION:**

9. SPECIAL COMMITTEE REPORTS:

10. CONSENT AGENDA:

- A.** Consideration of **APPROVAL** of (Second Reading) of **An Ordinance Authorizing Agreement Regarding Cypress Street and Providing for Establishment of Cypress Street in the City Street System** (*First Reading 8/29/2023*)
- B.** Consideration of **APPROVAL** of (Second Reading) of **An Ordinance Amending Articles 523, Entitled "Litter," 1139, Entitled "Solid Waste Collection," and 1145, Entitled "Weeds and Noxious Materials."** (*First Reading 9/5/2023*)
- C.** Consideration of **APPROVAL** of (Second Reading) of **An Ordinance Amending Section 155.05 of the City Code Providing for Furnishing of Bond by Members of the Parking Authority** (*First Reading 9/5/2023*)

11. NEW BUSINESS:

- A.** Consideration of **APPROVAL** of **A Resolution Authorizing an Intergovernmental Agreement with the Monongalia County Commission for Animal Control Services**
- B.** Consideration of **APPROVAL** of **A Resolution Authorizing Application for Governor's Highway Safety Program Grant**
- C.** **Fire & Police Pension Fund Annual Report - Finance Director Kevin Tennant**
- D.** Consideration of **APPROVAL** of **the 2024 City Council Meeting Calendar**

12. CITY MANAGER'S REPORT:

13. REPORT FROM CITY CLERK:

14. REPORT FROM CITY ATTORNEY:

15. REPORT FROM COUNCIL MEMBERS:

16. EXECUTIVE SESSION:

17. ADJOURNMENT:

For accommodations please call or text 304-288-7072

City of Morgantown

SPECIAL MEETING September 5, 2023

Special Meeting September 5, 2023: The Special Meeting of the Common Council of the City of Morgantown was held in Monongalia County Commission Chambers on Tuesday, September 5, 2023, at 5:34 p.m.

Present: Mayor Jenny Selin, Deputy Mayor Joe Abu-Ghannam, Council Members, Bill Kawecki, Louise “Weez” Michael, Danielle Trumble, Dave Harshbarger. Brian Butcher was present via Zoom.

Monongalia County Commissioners Present: Tom Bloom, Sean Sikora, and Jeffery Arnett.

The meeting was called to order by Mayor Selin.

- State Maintained Roadways
- Funding Strategies for Morgantown Municipal Airport
- Property Maintenance in the City and County
- Access to Assessor Data for Property Owner Contacts
- Elected Official Comments

Adjournment:

There being no further business, motion by Councilor Trumble, second by Councilor Kawecki, to adjourn the meeting. Time: 6:48 p.m.

City Clerk

Mayor

Ordinance No. 2023-__

**AN ORDINANCE
PROVIDING FOR ESTABLISHMENT OF ALLEY H
IN THE CITY STREET SYSTEM**

The City of Morgantown hereby ordains that, upon the determination of the City’s Director of Engineering and Public Works that the street is in sufficient condition therefor, that the portion of Alley H for the Block End North Morgantown Addition described in **Exhibit A** to this ordinance, which is incorporated herein by reference, be incorporated into the City Street System and maintained for public use; and further ordains that such street or portion thereof shall be limited to use by pedestrians, bicycles, and other similar vehicles not subject to registration as motor vehicles under state law, and that the Director of Engineering and Public Works is authorized to install such signs, barriers and/or other features and facilities necessary and helpful in demarcating and limiting such street or portion thereof to the uses described herein.

This ordinance shall be effective upon adoption.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

Boards & Commissions Vacant Position List

- **Civilian Police Review & Advisory Board: 2 Vacant – (City Resident or Work within City)**
 1 – 1yr – 3yr term: 7/5/2023 – 7/4/2026
 1 – 2yr – 3yr term: 7/5/2022 – 7/4/2024
- **Fire Civil Service Commission: 1 Vacant – City Resident (City Manager Appointee)**
 1 – 4yr term: 7/1/2023 – 6/30/2027
- **Fire Code Board of Appeals: 1 Vacant – City Resident (Legal, Building Contractor, Engineering/Architectural Design)**
 1– 3yr terms: 5/2/2022 – 4/30/2025
- **Health & Wellness Commission: 4 Vacant – City Resident**
 2 – 3yr – 3yr term: 1/1/2021 – 12/31/2023
 2 – 2yr – 3yr terms: 1/1/2023 – 12/31/2025
- **Historic Landmarks Commission: 1 Vacant – City Resident**
 1 – 4yr – 4yr term: 11/5/2022 – 11/4/2026
- **Human Rights Commission: 2 Vacant – City Resident**
 2 – 1yr – 2yr term: 7/1/2023 -6/30/2025
- **“ICC” Building Code Board of Appeals: 1 Vacant (Architect/Engineer or Bldg. Contractor)**
 1 – 1yr – 5yr term: 5/1/2021 – 4/30/2026
- **Personnel Board: 1 Vacant – City Resident**
 1 – 3yr – 1yr – 3yr term: 7/1/2021 – 6/30/2024
- **Police Civil Service Commission: 1 Vacant – City Resident (City Manager Appointee)**
 1 – 4yr term: 6/1/2021 – 5/31/2025
- **Planning Commission: 3 Vacant – City Resident Ward Specific**
 1 – 2yr – 3yr term: 1st Ward 1/1/2021 – 12/31/2023
 2 – 3yr – 3yr terms: 5th & 7th Wards 1/1/2022 – 12/31/2024
- **Sister Cities Commission: 2 Vacant**
 1 – 2yr – 3yr term: 6/1/2021 – 5/31/2024
 1 – 1yr – 3yr term: 6/1/2023 – 5/31/2026
- **Urban Landscape Commission: 3 Vacant (Landscape Design – Horticulture - Plant Health)**
 1 – 2yr – 3yr term: 7/1/2022 – 6/30/2025
 1 – 3yr – 3yr term: 7/1/2023 – 6/30/2026
 1 – 1yr – 3yr term: 7/1/2021 – 6/30/2024
- **Ward & Boundary Commission: 4 Vacant – City Resident Ward Specific**
 4 – 2yr terms: 7/1/2023 – 6/30/2025 - Wards 2, 3, 4 & 7
- **Woodburn Commission: 2 Vacant – City Resident**
 2 – 2yr – 3yr terms: 1/1/2022 – 12/31/2024

Ordinance No. 2023-__

**AN ORDINANCE AUTHORIZING AGREEMENT
REGARDING CYPRESS STREET AND PROVIDING FOR ESTABLISHMENT OF
CYPRESS STREET IN THE CITY STREET SYSTEM**

The City of Morgantown hereby ordains that the City Manager is authorized to execute the attached agreement, which is incorporated herein by reference, regarding dedication of right-of-way at Cypress Street and certain conditions on the operation, maintenance, and improvement thereof, and to execute such additional documents and take such additional actions as necessary to implement and further the purposes of such agreement; and further that, upon the determination of the City’s Director of Engineering and Public Works that the street is in sufficient condition therefor, that the portion of Cypress Street described in the agreement authorized be incorporated into the City Street System and maintained for public use.

This ordinance shall be effective upon adoption.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

AGREEMENT

This Agreement (“Agreement”) is executed by and between Joan R. Gibson, an individual residing in Morgantown, West Virginia (“Gibson”) and The City of Morgantown, West Virginia, a municipal corporation of the State of West Virginia (“City”) upon the following terms and conditions:

1. Purpose. This Agreement provides for the dedication by Gibson to City of certain property, described in this Agreement, for use as a public right of way, upon the terms and for the consideration described in this Agreement.
2. Property. Gibson is the owner of property within the City comprising approximately 5.3 acres, more or less, as more fully described in that certain deed of record in the office of the Clerk of Monongalia County at Deed Book 1265, page 581, and designated Parcel ID 15 55005900000000 (the “Property”).
3. Easement. The property dedicated for use as a public right of way (the “Easement”) is any and all of Gibson’s right, title, and interest in the following described property: “All of that certain property designated as “Cypress Street” adjoining the property conveyed to Joan R. Gibson by William A. Gibson, Successor Trustee of the John A. Gibson, Jr., Family Trust, and William A. Gibson, Successor Trustee of the John A. Gibson, Jr. Marital Trust, and of record at Deed Book 1265, page 581, with the County Clerk of Monongalia County, West Virginia, and being the same “Cypress Street” shown on the survey for the A.J. Koontz Heirs by Thomas J. Wotring, Engineer, referenced in said deed.”
4. Dedication and Acceptance. Gibson agrees to dedicate the Easement to City for use as a public right of way by executing the “Easement Declaration” attached hereto as **Exhibit A**. City agrees to accept the dedicated Easement and maintain the Easement as a public right of way.
5. Conditions. City agrees that, as consideration for Gibson’s agreement to dedicate the Easement to City for use as a public right of way, City will not assess against Gibson or otherwise obligate Gibson to pay any costs of paving, improvements, or maintenance of the Easement; City will not, during Gibson’s ownership of the Property, install or permit to be installed a sidewalk in the Easement; and City will, during Gibson’s ownership of the Property ensure that the Easement is not used for through automobile traffic by placing appropriate signs and/or installing appropriate barriers indicating the same.
6. Waiver and Release. City and Gibson agree that each waives against the other Party and releases the other Party from any and all claims they have, had, or may have in the future regarding the ownership, use, and maintenance of the Easement.

Executed this ___ day of _____, 2023 by:

The City of Morgantown

Joan R. Gibson

A. Kim Haws
City Manager

Joan R. Gibson

EXHIBIT A
Declaration of Easement
Cypress Street Right-of-Way / Gibson Property

EASEMENT DECLARATION

This Declaration is made and entered into this the ___ day of _____, 2023, by JOAN R. GIBSON, and individual (“Grantor”), in favor of and for the benefit of THE CITY OF MORGANTOWN, West Virginia, a municipal corporation (“City”).

For and in consideration of the amount of Ten Dollars (\$10.00), other good and valuable consideration, the receipt, sufficiency, and adequacy of all of which are acknowledged by Grantor, and with the intent of being legally bound by and obligated under, in accordance with, and pursuant to this Declaration, Grantor declares, covenants, and agrees in favor of and for the benefit of City as follows:

Grantor grants, conveys, and transfers to City and creates, dedicates, and establishes in favor of and for the benefit of City, in, on, over, upon, under, through, and across the below-described parcel, perpetual easements and rights-of-way for the purposes of building, installing, constructing, improving, extending, maintaining, operating, inspecting, repairing, removing, replacing, rebuilding, reinstalling, reconstructing, re-improving, and re-extending a public way and street, with sidewalks and related appurtenances including utilities, and otherwise generally developing and improving the parcel for the foregoing purposes, including, without limitation, as rights appurtenant, material, essential, and integral to such easements and rights-of-way and such purposes, the rights to use and enjoy the parcel to (a) access the parcel by way of other easements, rights-of-way, and properties of City, (b) travel and traverse the parcel with persons, equipment, materials, and supplies, and (c) locate, set, stage, and operate equipment and machinery on and/or from the parcel while City shall be using or enjoying the parcel for the purposes set forth, contained, and provided for in this Declaration.

The parcel dedicated by this Declaration (the “Easement Area”) is more specifically described as follows:

All of that certain property designated as “Cypress Street” adjoining the property conveyed to Joan R. Gibson by William A. Gibson, Successor Trustee of the John A. Gibson, Jr., Family Trust, and William A. Gibson, Successor Trustee of the John A. Gibson, Jr. Marital Trust, and of record at Deed Book 1265, page 581, with the County Clerk of Monongalia County, West Virginia, and being the same “Cypress Street” shown on the survey for the A.J. Koontz Heirs by Thomas J. Wotring, Engineer, referenced in said deed.

The benefits, rights, burdens, obligations, covenants and restrictions set forth in this Declaration shall inure to the benefit of and be binding upon the heirs, devisees, legatees, personal representatives, agents, employees, contractors, tenants, invitees, licensees, successors and/or assigns of each party herein, and are intended to and shall run with the land.

In the event that any one or more of the provisions set forth, contained, or provided for in this Declaration, or the application thereof, in any circumstance, shall be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of such provision or provisions in any other circumstance shall not be affected or impaired thereby, and the remaining provisions set forth, contained, and provided for in this Declaration shall remain of full force and effect and be construed and interpreted as if such invalid, illegal, or unenforceable provision or provisions were never included. The provisions of this Declaration shall be severable.

Declaration of Consideration or Value

In accordance with the provisions of Article 22 of Chapter 11 of the West Virginia Code, Grantor declares that the transfer made and effected by this Declaration is exempt from the applicable excise taxes on the basis that City is a political subdivision of the State of West Virginia.

Witness the following signature:

Joan R. Gibson, Grantor

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, to wit:

I, _____, a Notary Public in and for the County and State aforesaid
do certify that _____, who signed the foregoing writing bearing date the ____
day of _____ 20__, as Grantor, has this day in my said County and State before me
acknowledged the said writing to be the act and deed of said individual.

Given under my hand and notarial seal this ____day of _____ 20__.

My commission expires _____.

Notary Public

This instrument was prepared without benefit of title examination by and is to be returned to:

KAY CASTO & CHANEY, PLLC
Ryan P. Simonton, Esq.
150 Clay Street, Suite 100
Morgantown, WV 26501

Ordinance No. 2023-_____

**AN ORDINANCE AMENDING ARTICLES 523, ENTITLED “LITTER,” 1139,
ENTITLED “SOLID WASTE COLLECTION,” AND 1145, ENTITLED “WEEDS AND
NOXIOUS MATERIALS.”**

The City of Morgantown hereby ordains that Articles 523, 1139, and 1145 are amended as follows:

ARTICLE 523. LITTER

Sec. 523.01. Definitions.

For the purpose of this article, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number.

Aircraft means any contrivance now known or hereafter invented, used or designated for navigation or for flight in the air.

Authorized private receptacle/container means a litter, solid waste, or recyclable materials, storage and curbside or edge of pavement collection receptacle/container as required and authorized in Article 1139 of the Health and Sanitation Code.

City means the City of Morgantown, West Virginia.

Commercial handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copies of any matter of literature:

- (1) Which advertises for sale any merchandise, product or thing; or
- (2) Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- (3) Which directs attention to or advertises any meeting, theatrical performance, exhibition or event of any kind, for which an admission fee is charged for the purpose of private gain or profit; but the terms of this clause shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition or event of any kind, when either of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided, that nothing contained in this clause shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition or event of any kind, without a license, where such license is or may be required by any law of this State, or under any ordinance of this City; or
- (4) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Litter means garbage, refuse and rubbish as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

Newspaper means any newspaper of general circulation as defined by general law, any newspaper duly entered with the Post Office Department of the United States, in accordance with Federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and in addition thereto, means any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

Noncommercial handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet or any other printed or otherwise reproduced original or copies of any matter of literature not included in the definitions of a commercial handbill or newspaper.

Open lot means a lot upon which no building, structure or other improvement has been constructed.

Park means a park, reservation, playground, beach, recreation center or any other public area in the City, owned or used by the City and devoted to active or passive recreation.

Person means any person, firm, partnership, association, corporation, company or organization of any kind.

Premises means a lot, plot or parcel of land, easement of public way, including any structures thereon.

Private premises means any dwelling, house, building or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure and any and all areas over which the owners and occupants have control.

Public place means any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds, ~~and~~ buildings, open lands, and other properties.

Public waste receptacles means a container placed in the public right of way or on a public place by the City, or with its valid authorization, for use by the public in depositing refuse, rubbish, solid waste, and/or recyclable materials.

Recyclable materials means bi-metal beverage cans, aluminum beverage cans, glass bottles, steel cans, newspaper, corrugated cardboard and plastics, and other materials as may be defined as recyclable materials under the West Virginia Code, or applicable local, State and Federal laws and regulations and under Code 1-7 of the Society of Plastics Industries.

Refuse means all putrescible and nonputrescible solid wastes, except body wastes, including garbage, rubbish, ashes, street cleaning, dead animals, abandoned automobiles and solid market and industrial wastes.

Rubbish means nonputrescible solid wastes consisting of both combustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

Solid waste means those items included within the definition of the solid waste as now or hereafter set forth in West Virginia Code Section 22-15-2(31) and in Article 1139 of this Codified Ordinances of the City.

Vacant lot means a lot upon which there is an uninhabited, unoccupied or unused building, structure or other improvement.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

Sec. 523.02. Litter in public places.

No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the City except as follows: (i) in public waste receptacles when the litter is authorized to be deposited in the public waste receptacle and is appropriately secured in the receptacle, but no public waste receptacle may be used to deposit

construction materials, hazardous waste, or any material that is prohibited within public waste receptacles; (ii) in the person's authorized private receptacles/containers provided in connection with the person's subscription to solid waste service under Article 1139, but such receptacle/container may only be in a public place during designated collection times or with a valid permit under Article 1139; or (iii) for collection or in official City dumps, if any, and if deposited in accordance with any applicable rules, regulations, and/or fees. Any person who deposits litter in or upon any street, sidewalk, or other public place within the City except as specifically authorized in this Section is in violation of this Article.

Sec. 523.03. Placement in receptacles to prevent scattering.

Persons placing litter, solid waste, or recyclable materials and storing same for collection in public waste receptacles or authorized private receptacle/containers shall do so in such a manner as to prevent it from being carried or deposited by the elements or passersby upon any street, sidewalk or other public place or upon private property.

- (a) Lids shall be kept on authorized private receptacles/containers at all times.
- (b) Unless otherwise exempt as provided in Article 1139 of the Codified Ordinances of the City, authorized private receptacles/containers may be placed at their curbside or edge of pavement collection site no earlier than 6:00 p.m. on the day before the scheduled day of collection and all empty authorized private receptacles/containers shall be removed by 9:00 p.m. on the day of collection.
- (c) Authorized private receptacles/containers may not be stored in front yards or on front porches of residences on a regular basis, where said receptacles/containers can be viewed by the general public, unless a special waiver has been issued to a residence, in writing, by the City Manager as provided in Article 1139 of the Codified Ordinances of the City.

Sec. 523.04. Sweeping litter into gutters prohibited.

No person shall sweep into or deposit in any gutter, street, sidewalk, or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk, street, public right of way, and/or similar public places in front of their private premises free of litter.

(Ord. of 4-20-1976)

Sec. 523.05. Merchants' duty to keep sidewalks free of litter.

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the City the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the City shall keep the sidewalk, street, public right of way, and/or similar public places in front of their business premises free of litter.

Sec. 523.06. Litter thrown by persons in vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or other public place within the City, or upon private property.

Sec. 523.07. Truck loads causing litter.

No person shall drive or move any truck or other vehicle within the City unless such vehicle is so constructed or loaded as to prevent any load, contents or litter from being blown or deposited upon any street, alley or other public place. Nor shall any person drive or move any vehicle or truck within the City, the wheels or tires of which

carry onto or deposit in any street, alley or other public place, mud, dirt, sticky substances, litter or foreign matter of any kind.

Sec. 523.08. Litter in parks.

No person shall throw or deposit litter in any park within the City except in public waste receptacles and in such a manner that the litter shall be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

Sec. 523.09. Litter in lakes and fountains.

No person shall throw or deposit litter in any fountain, pond, lake, stream, bay or any other body of water in a park or elsewhere within the City.

Sec. 523.10. Throwing or distributing commercial handbills in public places.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the City. Nor shall any person hand out or distribute or sell any commercial handbill in any public place. Provided, however, that it shall not be unlawful on any sidewalk, street or other public place within the City for any person to hand out or distribute, without charge to the receiver thereof, any noncommercial handbill to any person willing to accept it.

Sec. 523.11. Placing handbills on vehicles.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any vehicle. Provided, however, that it shall not be unlawful in any public place for a person to hand out or distribute without charge to the receiver thereof, a noncommercial handbill to any occupant of a vehicle who is willing to accept it.

Sec. 523.12. Depositing handbills on uninhabited or vacant premises.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.

Sec. 523.13. Prohibiting distribution of handbills where properly posted.

No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private premises, if requested by anyone thereon not to do so, or if there is placed on such premises in a conspicuous position near the entrance there thereof, a sign bearing the words: "No Trespassing", "No Peddlers or Agents", "No Advertisement" or any similar notice, indicating in any matter that the occupants of such premises do not desire to be molested or have their right of privacy disturbed or to have any such handbills left upon such premises.

Sec. 523.14. Distributing handbills at inhabited private premises.

- (a) No person shall throw, deposit or distribute any commercial or noncommercial handbills in or upon private premises which are inhabited, except by handing or transmitting any such handbill directly to the owner, occupant or other person then present in or upon such private premises. Provided, however, that in case of inhabited private premises which are not posted as provided in this article, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being

blown or drifted about such premises or sidewalks, streets or other public places and except that mailboxes may not be so used when so prohibited by Federal postal law or regulations.

- (b) The provisions of this section shall not apply to the distribution of mail by the United States, nor to newspapers, as defined herein, except that newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

Sec. 523.15. Dropping litter from aircraft.

No person in an aircraft shall throw out, drop or deposit within the City any litter, handbill or any other object.

Sec. 523.16. Posting notices prohibited.

No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public, to any lamp post, public utility pole or shade tree, or upon any public structure or building, except as may be authorized or required by law.

Sec. 523.17. Litter on occupied private property.

No person shall throw or deposit litter on any occupied private property within the City, whether owned by such person or not, except that the owner or person in control of private property may maintain authorized private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property and in accordance with all other requirements of this Article and Article 1139 of this Code.

Sec. 523.18. Occupant to maintain premises free of litter.

The occupant or person in control of any private property shall at all times maintain the premises free of litter. Provided, however, that this section shall not prohibit the storage of litter in authorized private receptacles for collection in accordance with the requirements of this Article and Article 1139 of this Code.

Sec. 523.19. Litter on vacant lots.

No person shall throw or deposit litter on any open or vacant private property within the City whether owned by such person or not.

Sec. 523.20. Clearing of litter from open private property by City.

- (a) *Notice to remove.* The City Manager or designee thereof is hereby authorized to notify the owner of any open or vacant private property within the City or the agent of such owner to properly dispose of litter located on such owner's property. Such notice shall be served in accordance with the laws of this State concerning the service of process in civil actions.
- (b) *Action upon noncompliance.* Upon the failure, neglect or refusal of any owner so notified to properly dispose of such litter within ten days after the date of service of such notice, the City Manager or designee thereof may cause the same to be removed by employees of the City, or otherwise as he may decide or direct, and the City Manager shall report the cost of such removing to the City Clerk who shall forthwith mail by certified mail a statement of the cost of removal to the owner of such property. At the same time the Clerk shall also inform the property owner that a lien will be filed against the owner's property unless such statement of cost is paid in full within ten days from the date of statement. Should the owner fail to make payment within the time specified above, the City Clerk is authorized to file a notice of lien against the owner's property and

which such notice of lien shall briefly describe the property affected and shall include a statement of costs, a clerical fee not to exceed \$50.00 and a fee for the search of the records to ascertain the owner of such property not to exceed \$50.00 and recordation of such lien. A copy of such notice of lien shall also be sent to the owner of such property by certified mail. Upon recordation of such notice of lien in the Trust Deed Book in the office of the Clerk of the County Court of Monongalia County, West Virginia, such notice of lien shall constitute a valid lien from the date of its recordation.

Sec. 523.21. Special litter prevention officers.

(a) In addition to those municipal employees already authorized by law to enforce this article, the Municipality shall also utilize Special Litter Prevention Officers who are authorized to enforce the provisions of this article.

(b) The specific municipal employees who are authorized to perform the duties of Special Litter Prevention Officers are the following:

- (i) the Development Services Director;
- (ii) the Building Official and any Deputy Building Official;
- (iii) the employees of the Morgantown Parking Authority;
- (iv) the Fire Marshal and any Deputy Fire Marshal.

~~shall include the Chief Code Official of the City's Building Inspection Department, Code Enforcement Officers within the Building Inspections Department, Rental Housing Inspectors within the Building Inspections Department, and Morgantown Parking Authority Parking Meter Attendants.~~

(c) The Special Litter Prevention Officers shall have the following powers and duties:

(i) the power to issue citations, to issue summonses, and to sign complaints for any violation of this Article 523; any violation of Section 1139.08; and any violation of any provision of this Code prohibiting the throwing, depositing or permitting to remain on any street, avenue, road, alley, way, sidewalk, square or other public place any glass, scrap iron, nails, tacks, wire, other litter or any offensive matter or anything likely to injure the feet of individuals or animals or the tires of vehicles as described in W. Va. Code section 8-12-5(3); are authorized to issue Article 523 citations, and issue summons and sign complaints as a result of Article 523 violations, and shall display at all times either a badge or other sign of authority, issued by the Municipality, evidencing their authority to enforce Article 523.

(ii) the duty to, at all times when issuing citations, summonses, or complaints as Special Litter Prevention Officers, display a badge or other sign of authority issued by the City.

(d) Prior to performing the duties of a Special Litter Prevention Officer, all such municipal employees shall be required to complete a Litter Enforcement Training Program, which shall be conducted by City Administration.

Sec. 523.99. Penalty.

- (a) Whoever violates any provision of this article shall be fined a minimum of \$25.00 but not more than \$500.00. Each day such violation is committed or permitted to continue shall constitute a separate offense.
- (b) Each person guilty of a second offense in violation of this article based on the same conditions as an initial violation shall be fined a minimum of \$200.00 and not more than \$500.00.
- (c) Each person guilty of a third or subsequent offense in violation of this article based on the same conditions as an initial and second violation shall be fined a minimum of \$500.00.

ARTICLE 1139. SOLID WASTE COLLECTION

Sec. 1139.01. Solid waste management; purpose; administration.

- (a) This article provides for the management of solid waste within the City of Morgantown.
- (b) City Council finds and concludes that the management of solid waste within the City is an essential public service; that the accumulation and disposal of solid waste has the potential to create a serious public health problem if not adequately managed; that the efficient collection and disposal of solid waste which is necessary to avoid such a public health problem requires the participation of all community members in the established system for solid waste management; that the effective management of solid waste provided for in this article is intended to provide a sanitary environment that benefits all community members; and that the regulations imposed hereby and fees established herein are necessary and proper to ensure the maintenance of these identified public health benefits and avoid a serious threat to public health.
- (c) The City Manager shall administer the provisions of this article and shall have the authority to prescribe, publish, promulgate, and enforce any and all reasonable rules and regulations consistent with this article and the City Code in order to carry out the objects and purposes of this article for the safety and health of the public with respect to the management of solid waste.

Sec. 1139.02. Definitions.

The following terms shall have the meanings given except as otherwise provided by the West Virginia Solid Waste Management Act, West Virginia Code Chapter 22, Article 15, as amended, or any successor thereto.

Bulky item means an item of waste either too large or too heavy to be safely and conveniently loaded into the residential solid waste collection vehicles by the personnel available. This includes household items such as large pieces of furniture, bed springs, mattresses, appliances and other discarded materials incidental to the usual routine of major housekeeping.

Collection means the removal and transportation of solid waste from the point of pick-up to the place of processing, recycling or disposal.

Commercial unit means any structure or location other than a residential unit including without limitation a dwelling unit containing more than one residential unit and any location used for commercial purposes.

Construction debris means waste building materials resulting from construction, remodeling, repair or demolition operations, a small amount of which shall be accepted by the contractor as a normal generation of refuse from households.

Contractor means Allied Waste Services of North America, LLC d/b/a Republic Services of West Virginia.

Curbside means that area within an arm's reach of the traveled portion of the street.

Dwelling unit means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating. Without limiting the generality of the foregoing, each space occupied by an individual or group of individuals for residential purposes pursuant to a lease agreement or other arrangement shall constitute a single habitable unit.

Garbage means putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

Hazardous waste means a waste or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may:

- (1) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed, as defined in West Virginia Code Section 22-18-3.

Infectious medical waste means medical waste identified as capable of producing an infectious disease. Medical waste shall be considered capable of producing an infectious disease if it has been, or is likely to have been, contaminated by an organism likely to be pathogenic to healthy humans, if such organism is not routinely and freely available in the community, and such organism has a significant probability of being present in sufficient quantities and with sufficient virulence to transmit disease. For the purposes of this article, infectious medical waste shall include the following:

(A) Cultures and stocks of microorganisms and biologicals;

(B) Blood and blood products;

(C) Pathological wastes;

(D) Sharps;

(E) Animal carcasses, body parts, bedding and related wastes;

(F) Isolation wastes;

(G) Any residue or contaminated soil, water or other debris resulting from the cleanup of a spill of any infectious medical waste; and

(H) Any waste contaminated by or mixed with infectious medical waste.

and shall have the same meaning as that term defined in W. Va. Code 20-5J-3.

Landfill(s) means any solid waste facility for the disposal of solid waste on or in the land for the purpose of permanent disposal as defined by West Virginia Code Section 22-15-2(17).

Medical waste means infectious and noninfectious solid waste generated in the course of the diagnosis, treatment or immunization of human beings or animals, or in research pertaining thereto, or in the production or testing of biologicals, and shall have the same meaning as that term defined in W. Va. Code 20-5J-3.

Minimum service means the minimum required amount of solid waste service—whether defined by storage container requirements, number of weekly collections, other means, or some combination thereof—required of any person, entity, or unit.

Owner means any individual or entity with an ownership interest in the residential or commercial unit being serviced by Republic by this contract.

Person means any person, firm, partnership, association, corporation, company or organization of any kind.

Premises means a lot, plot or parcel of land, easement of public way, including any structures thereon.

Recyclable materials means means bi-metal beverage cans, aluminum beverage cans, glass bottles, steel cans, newspaper, corrugated cardboard and plastics, and other materials as may be defined as recyclable materials under the West Virginia Code, or applicable local, State and Federal laws and regulations and under Code 1-7 of the ASTM International Resin Identification Coding System.

Refuse includes garbage, rubbish and yard waste (except sewage, dirt and manure) from all public and private establishments and residences where such garbage and rubbish has been abandoned and left to be picked up by the contractor.

Residential unit means a dwelling within the corporate limits of the City comprising not more than one occupied unit.

Residential solid waste means a mixture of bulky items, construction debris, garbage, recyclable materials, rubbish and yard waste.

Rubbish means miscellaneous solid waste material resulting from housekeeping, including, but not limited to, packing boxes, cartons, excelsior, plastic peanuts, paper magazines, tin cans, bottles, glassware, dishes, rubber, rags, wood, leather, small automobile parts (except batteries), floor sweepings, and the like. "Rubbish" also includes large pieces of furniture, "white goods", water closets, bathtubs, sinks, cabinetry, paneling and drywall fragments, carpets and pads, fencing and fenceposts, or other material incident to the occupancy and maintenance of a dwelling unit.

Solid waste means any garbage, paper, litter, refuse, cans, bottles, waste processed for the express purpose of incineration; sludge from a waste treatment plant; water supply treatment plant or air pollution control facility; and other discarded materials, including offensive or unsightly matter, solid, liquid, semisolid or contained liquid or gaseous material resulting from industrial, commercial, mining or community activities but does not include solid or dissolved material in sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources and have permits under Article 5-A of Chapter 22 of the West Virginia Code, or source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, including any nuclear or byproduct material considered by Federal standards to be below regulatory concern, or a hazardous waste either identified or listed under Article 5-E of Chapter 22 of the West Virginia Code or refuse, slurry, overburden or other wastes or material resulting from coal-fired electric power or steam generation, the exploration, development, production, storage and recovery of coal, oil and gas and other mineral resources placed or disposed of at a facility which is regulated under Chapter 22, 22-A or 22-B of the West Virginia Code, so long as placement or disposal is in conformance with a permit issued pursuant to such chapters, all as defined by West Virginia Code Section 22-15-2(31).

Special waste means any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment, including sludge from wastewater treatment plants, medical/infectious waste and automobile tires. Special waste must conform in all respects with a contractor-approved special waste profile.

Special waste profile means contractor's form of documentation that customer must complete, and contractor must approve, with respect to any special waste prior to contractor's acceptance of such special waste.

Unacceptable waste means highly flammable substances, hazardous waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, materials that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by State, Federal or local law, or in the reasonable discretion of contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

Waste means non-hazardous municipal solid waste, yard waste, and recyclable materials, non-hazardous special waste. Waste does not include unacceptable waste.

Working hours means, on a regular collection day, pick-up shall be those hours between 6:00 a.m. and 5:00 p.m. or the hours otherwise specified by contract, ordinance, or by the City Manager.

Yard waste includes rubbish and those waste materials resulting from the maintenance of properties whereon a dwelling is located, including grass clippings, weeds, leaves, brush, garden waste, shrub or tree prunings and other living or dead plant tissues, except that such materials which, due to inadvertent contamination or mixture with other substances which render the waste unsuitable for composting, shall not be considered to be yard waste; provided that the same or similar waste generated by commercial agricultural enterprises is excluded. Yard waste does not include large branches, trees or noncombustible materials which are too bulky for collection in "loadpacker" type sanitation equipment used for regular domestic household collections. Tree trimmings shall be accepted only if tied in bundles not exceeding four feet in length and weighing not over 65 pounds and shall be placed at the curb for pick-up.

Sec. 1139.03. Private collectors prohibited; subscription to municipal service required.

- (a) No person, except the City or its designated contractor, shall engage in or conduct the business of collection, transportation, removal or disposal of solid waste within the City. Private scavengers, pushcart operators and private garbage collectors are hereby prohibited from engaging in the business of transporting or disposing of solid waste, and all persons and commercial entities, residing in and doing business within the City shall be required to subscribe to, take and pay for the service provided by the City in accordance with the terms of this article; provided, however, that this article shall not be construed to conflict with the laws of this State or of the United States, including without limitation the authority of the United States Congress to regulate commerce among the several states.
- (b) Each owner of the real property containing a commercial unit shall be responsible for subscribing to the minimum service required by this article; provided that, where an occupant of such commercial unit has an active separately-billed account for service with the Morgantown Utility Board, such occupant shall subscribe and pay for the required minimum service upon determination by the City Manager that it qualifies as a residential unit based on the separate billing arrangement.
- (c) Each residential unit shall maintain a subscription to the solid waste service required by this article at all times during which such residential unit is subscribed to water and/or sewer service provided by the Morgantown Utility Board. Each owner of the real property containing a residential unit shall be responsible for subscribing to the minimum service required by this article; provided that, where an occupant of such residential unit has an active separately-billed account for public water service, such occupant shall be responsible for subscribing to and maintaining the required minimum service.
- (d) Each person obligated to subscribe to solid waste service shall subscribe to a level of service designed to meet the minimum anticipated requirements of the unit being served. Subscription to adequate service, including provision of an appropriate container size and appropriate collection cycle, promotes the sanitary storage, transportation, and disposal of solid waste and prevents improper disposal of solid waste as well as spillage and leakage from solid waste containers. This level of service is deemed the minimum service requirement and is based upon a reasonable estimate of waste generated by each type of unit served, as defined herein, in accordance with the practice and guidelines of the solid waste management industry. The minimum service for each unit shall be a subscription sufficient to dispose of the anticipated waste generated by each unit as defined in Table 1139.03.01 or as otherwise required pursuant to the rules and regulations authorized by this article upon the determination of the City Manager. Subscription to the minimum service shall not absolve any person from any other requirement of this article, including without limitation the requirement to properly store solid waste and related containers.

Sec. 1139.04. Collection of solid waste.

- (a) Refuse, yard waste and recyclable materials will be collected and removed from all properties once per week or as otherwise required by the minimum service requirements and/or customer subscriptions to service so long as said materials are properly tied and/or bundled, placed in suitable containers and properly located at curb or roadside, or in a designated dumpster or compactor. During times of severe weather, such materials shall be collected at the first opportunity.
- (b) Recyclable materials will be collected on the same day as refuse at residential units.
- (c) Household hazardous waste materials, or waste generated by normal household activities that contain toxic chemicals that should be handled properly such as batteries, paint, household chemical products, will be collected only at such temporary designated drop off locations as may be established by the City and which will allow for proper storage and disposal of such materials.
- (d) Electronic waste will be collected no less than monthly at each unit as an on-call service.

- (e) One bulky item may be left for collection at each unit on each regular collection date. Additional bulky items will only be collected upon arrangement with the City's contractor and payment of any applicable fee.
- (f) Construction debris is not included in regular collections and shall not be deposited in a storage container intended for regular collection, nor in any public waste receptacle defined in Article 523. Construction debris will only be collected upon arrangement with the City's contractor and payment of any applicable fee.

Sec. 1139.05. Storage of solid waste and recyclables.

- (a) Solid waste and recyclable materials shall be stored in containers provided by the City's designated contractor or such other method as authorized by the City Manager or a designee in accordance with this article and any applicable contract or permit governing the disposal of solid waste within the City. A garbage bag shall be acceptable as a solid waste container only when it contains no food waste or recyclable materials, but no material may be stored outdoors in a garbage bag outside of the designated time period for curbside solid waste collection.
- (b) No person shall deposit or store solid waste in solid waste containers unless such solid waste has been prepared for collection, removal and disposal, and complies with the definition of solid waste as set out in this article. Lids shall be kept on solid waste containers at all times. Solid waste and recyclable containers shall not be stored in front yards or on front porches of residences on a regular basis, where said containers can be viewed by the general public, unless a special waiver for the same has been issued to a residence, in writing, by the City Manager. When required by the Building Code or other applicable provision of City Code, storage containers shall be kept within a secure enclosure.

Sec. 1139.06. Improper disposal of solid waste; illegal dumping; use of unauthorized solid waste containers.

- (a) No person shall dispose of solid waste outside of a properly designated location.
- (b) No person shall dispose of solid waste in an unauthorized container or outside of an authorized container.
- (c) No person shall place solid waste in a dumpster or other solid waste container owned or leased by another person, unless first authorized to do so in writing by the owner of such container and an authorized representative of the City.
- (d) No person shall deposit either residential or commercial solid waste in a public trash receptacle located within a public right-of-way.
- (e) Any person found guilty of violating this section shall be fined a minimum of \$250.00 but not more than \$500.00.
- (f) Persons engaged in beautification campaigns or otherwise participating in the collection of, and clean up of, litter, solid waste or other trash with the goal of beautifying the City or its environs and disposing of such litter in properly designated locations and authorized containers in the vicinity of the litter collected, shall be exempt from the fines set forth in paragraph (e) above.

Sec. 1139.07. Disposition of solid waste.

No person shall dispose of solid waste within the City except as provided in this article.

Sec. 1139.08. Littering; permitting premises to become unsanitary or hazardous.

- (a) No person shall leave or deposit any solid waste, refuse, litter, or other waste, over or upon any premises, street or alley, either public or private.

- (b) No owner, manager, or occupant of any property shall permit the accumulation of solid waste or litter on the premises, to become or remain offensive, unsanitary, unsightly, unsafe to public health or to pose a risk of fire.
- (c) Any person who violates this section shall be fined a minimum of \$50.00 but no more than \$500.00 for each violation, or, in the alternative, may be sentenced to a period of community service collecting litter for a time period no less than ten hours and no more than 20 hours. Each day that a violation continues shall be deemed a separate violation.

Sec. 1139.09. Storage of solid waste.

No person shall store or permit the storage of solid waste on or about any premises the person owns, controls, or occupies, unless such solid waste is kept in authorized storage containers as provided by this article.

Sec. 1139.10. Containers required for collection.

Materials not stored in containers authorized by this article will not be subject to the regular collection services provided in this article, and any storage of materials outside authorized containers shall be considered improper disposal of waste in violation of this article.

Sec. 1139.11. Accessibility of solid waste and recycling containers.

- (a) Authorized storage containers other than dumpsters or compactors shall be placed at the street curb or adjacent to the roadway by 6:00 a.m. on each scheduled collection date, except where placement in a different location has been authorized or directed by the City Manager. Authorized storage containers may be placed at the collection site no earlier than 6:00 p.m. on the day before the scheduled collection and shall be removed from the collection site and returned to storage on the user's property by 9:00 p.m. on the day of collection. Provisions for the placement and collection of containers within the Downtown Solid Waste Collection District shall supersede the provisions of this paragraph within that district.
- (b) Each dumpster or compactor shall be kept in a location accessible for collection by the contractor, and each user thereof shall ensure that the container is accessible on each day scheduled for collection. Each dumpster or compactor shall be kept within a secure enclosure when required by the Building Code or other provision of City Code, and the users of such dumpster or compactor shall be responsible for ensuring the contractor can access the secure enclosure on each date scheduled for collection.
- (c) For purposes of this article, the term "Downtown Solid Waste Collection District" shall mean:
Beginning at the northern most point between Morgantown Tax District 1 Map 26 Parcel 54.1 (currently addressed 1993 Water Street) and Map 26 Parcel 41 (currently known as Knapp Hall); thence in a southerly direction along the eastern side of the Monongahela River to the northern side of Decker's Creek; thence in easterly direction along the northern side of Decker's Creek to the southeastern most boundary at Map 29 Parcel 49 thence in a northeasterly direction along the boundaries of Map 29, Parcels 49, 50 (305 Fayette Street), 51, 52 (97 Forest Avenue), and Map 26 Parcel 262 (456 Spruce Street) to Forest Avenue; thence across Forest Avenue to a point on the northern side of Forest Avenue to a point on the southern boundary of Map 26, Parcel 249; thence in a northeasterly direction along the western side of Baird Street (formerly Park Avenue) to the end of the Baird Street right-of-way; thence in a northwesterly direction along Map 26, Parcel 263 to southwest point of Map 26, Parcel 264 (293 Willey Street); thence along the western side of Price Street in a northeasterly direction to the southern edge of Prospect Street; thence in a westerly direction along the southern edge of Prospect Street to the eastern edge of North High Street; thence in a southwesterly direction along the eastern edge of North High Street to the western edge of Willey Street and High Street; thence in a northwesterly direction to the eastern edge of University Avenue; thence in a southwesterly direction along the eastern edge of University Avenue to the northern edge of Fayette Street; thence across University Avenue (Beechurst Avenue) to the western edge of Beechurst Avenue; thence in a

northwesterly direction along Beechurst Avenue to the northeastern point on Map 26, Parcel 44 (21 Beechurst Avenue); thence along the northern boundary of Map 26, Parcels 44 and 45.1 to the point of beginning; as shown on the following map titled "Downtown Solid Waste Collection District".

- (d) In the Downtown Solid Waste Collection District, authorized storage containers shall be placed at the collection site no more than two hours prior to the scheduled collection time and removed from the collection site and returned to private storage no more than two hours after the scheduled collection time.

Sec. 1139.12. Rates.

The rates for service prescribed by this article shall be as set forth in Table 1139.12.1.

Sec. 1139.13. Payment for services.

- (a) Each person required to subscribe to the services governed by this article shall pay the required fees for such service established by this article. Payment shall be made in accordance with the terms provided in the billing statement issued to the user of the service and shall include the payment of any penalties or interest established by any rule, regulation, or agreement adopted by the City.
- (b) Failure to pay for services required by this article shall constitute a violation of the article and shall subject the person in violation to citation, fines, denial of service, or other penalties prescribed by law.

Sec. 1139.14. Recycling.

- (a) Users of the services provided by this article shall be responsible for complying with all present and future recycling laws of this State, which are hereby adopted by reference, and any resulting rules which may be established by the City Manager and/or the City's designated independent contractor for the implementation thereof.
- (b) All users shall be required to place recyclable materials in recycling containers as provided by the City's designated independent contractor. The aforementioned recycling containers are to be placed at curbside for pickup on dates (at least once a month) established by the City's designated independent contractor.
- (c) The City recognizes that compliance with the recycling requirements of this section will not only result in better utilization of available landfill space, but also, assist in minimizing user fees, incentives which all users should recognize.

Sec. 1139.99. Penalty.

(a) Whoever violates any provision of this article, other than Section 1139.12 or Section 1139.08, or fails, neglects or refuses to abide by and comply with the rules and regulations promulgated to effectuate the provisions of this article, shall be fined not more than \$500.00.

(b) Whoever deposits hazardous waste or infectious medical waste in any public place without a valid permit from an authorized representative of the owner of such public place is guilty of a misdemeanor and subject to a fine of no more than \$500.00, imprisonment for no more than 30 days, or both.

Each succeeding day that a violation of this article exists shall constitute a new and separate offense.

ARTICLE 1145. WEEDS AND NOXIOUS MATERIALS

Sec. 1145.01. Duty of property owner as to removal.

It shall be the duty of every person owning any lot, land or property, whether vacant or occupied, within the City to keep the same free from and to remove therefrom any litter, dirt, rubbish, debris, weeds, brush, poison ivy, trees, plant growth, filth or any other deleterious material which may endanger or injure neighboring property or the health, safety or welfare of the residents of the City, and it shall be the duty of every person owning any lot, land or property to keep the same free from any such litter, dirt, rubbish, debris, weeds, brush, poison ivy, trees, plant growth, filth or any other deleterious material which may endanger or injure neighboring property or the health, safety or welfare of the residents of the City, and to cut and remove the same at his own expense.

Sec. 1145.02. Notice to remove.

In the event that any person owning any lot, land or property within the City fails to perform his duty to cut and remove any litter, dirt, rubbish, debris, weeds, brush, poison ivy, trees, plant growth, filth or any other deleterious material therefrom, as required by Section 1145.01; and upon written notice to the owner thereof by the City Manager or designee thereof that such lot, land or property be cleared, in accordance with the provisions of this article, then same shall be forthwith complied with.

Sec. 1145.03. Notice contents; service.

The notice provided for by Section 1145.02 shall be addressed to the owner of such lot, land or property, shall describe by lot and block number or otherwise the location of such lot, land or property, shall describe briefly the litter, dirt, rubbish, debris, weeds, brush, poison ivy, trees, plant growth, filth or any other deleterious material to be cut and or removed therefrom, shall fix a time within which such cutting and or removal shall be accomplished, shall bear a date thereon and shall be signed either by the City Manager or other authorized agent of the City.

Any such notice shall be given or served upon any such offending person in the following manner: By any of the methods prescribed for the service of process issued by the Clerk of a Circuit Court of the State, or by posting a copy of such notice in a conspicuous place on the lot, land or property upon which such dirt, rubbish, debris, weeds, brush, poison ivy, trees, plant growth, filth or any other deleterious material is found, or by publication of such notice once a week for two successive weeks in a newspaper published in and of general circulation within the City, or by mailing a copy of such notice addressed to such person at his last known address. Any of the above methods of service of such notice shall be deemed sufficient notice to such person of the contents thereof.

No error in the name of the property owner, the description of the property nor in the materials designated to be cut and removed shall affect the validity of any such notice; provided, that from the description to such lot, land or property the identity thereof may be established with reasonable certainty.

Sec. 1145.04. Removal by City; statement of cost; notice; lien.

Unless within ten days from the date of the posting, serving, mailing or publication of the notice provided for in Sections 1145.02 and 1145.03, the litter, dirt, rubbish, debris, weeds, brush, poison ivy, trees, plant growth, filth or any other deleterious material is removed from such lot, land or property as directed by such notice, the City Manager or designee thereof shall thereupon cause the same to be removed either by the agents or employees of the City, or otherwise as they may decide or direct, and the City Manager or designee thereof shall report the cost of cutting and or removing thereof to the Finance Director and the Finance Director shall forthwith mail a bill, voucher or statement of such cost in the United States mail to such person owning such lot, land or property, the same to be addressed to the last known post office address of such person. If such bill, voucher, statement or account shall not be paid to the Finance Director within ten days, then the Finance Director, or his their duly authorized representative, shall prepare a notice of lien against such lot, land or property for the total amount of the actual cost of the cutting and removing of such litter, dirt, rubbish, debris, weeds, brush, poison ivy, trees, plant

growth, filth or any other deleterious material, which lien shall be duly verified by the Finance Director, City Manager, Mayor or other authorized representative of the City. Such statement of lien shall be addressed to the person owning such lot, land or property within the City. Such notice of lien shall briefly describe the property upon which such lien is to be taken, shall briefly describe the work done thereon in cutting and/or removing such material and shall show the cost of such work. Such lien shall also include the clerical cost of the Finance Director in not to exceed the sum of \$5.00 and a fee for the search of the records to ascertain the owners of such property not to exceed the sum of \$10.00. Such notice shall include a statement of the cost of the recordation of such lien and such notice of lien when so prepared, as aforesaid, shall thereupon be recorded in the trust lien book in the office of the Clerk of the County Court. Such notice of lien from the date of its recordation therein shall be a first lien after State, County and municipal taxes, and municipal paving assessments, if any, upon the lot, land or property described in such lien, and such lien may be collected in the same manner as are liens for taxes, or paving assessments under the statutes of the State, or by an action at law, or in any other manner or method which may now or hereafter be provided for the collection of debts or accounts due to a municipality under the statutes of the State.

Sec. 1145.05. Form of notice of lien; recordation of lien and interest.

The notice of lien provided for in Section 1145.04 shall be sufficient if it shall be in substantially the following form:

NOTICE OF LIEN

To: _____

Notice is hereby given, that in accordance with the provisions of Article 1145 of the Code of the City of Morgantown, West Virginia, the City of Morgantown, West Virginia, claims a lien to secure the payment of the total sum of \$ _____ upon your interest in the following described property, situated in the _____ Ward of said City of Morgantown, Monongalia County, West Virginia, and being described as follows:

(Description, Lot and Block Number or otherwise)

You are further notified that the items of said lien are as follows:

Cost of cutting and removal of (Describe) \$ _____

Costs of clerk in preparation of lien and notices \$ _____

Title report \$ _____

Service of notice \$ _____

Recordation of lien \$ _____

Total Amount of Lien \$ _____

This is a first lien after state, county and municipal taxes, and paving assessments on said lot, tract or parcel of land, and shall bear interest at the rate of six percent (6%) per annum from the date hereof until paid.

You are further notified that said lien may be paid, and release thereof had, at the office of the Director of Finance, City of Morgantown, City Hall, Morgantown, West Virginia.

IN WITNESS WHEREOF, The City of Morgantown, West Virginia, has caused its name to be signed hereto by _____, and its corporate seal hereto affixed, this ____ day of _____, 19__.

THE CITY OF MORGANTOWN,
West Virginia

By _____

Its _____

ATTEST:

Director of Finance

(Acknowledgment)

This lien shall be recorded and indexed in the trust lien book, as provided in the preceding section.

Such lien and assessment shall bear interest at the rate of six percent from the date thereof and such lien shall be indexed and recorded by the Clerk of the County Court in the same manner as are liens for paving assessments as provided by the statutes of the State.

Sec. 1145.99. Penalty; additional remedies.

- (a) In addition to the lien assessment provided for in this article, whoever violates any provision of this article or fails to comply with any notice provided for herein, shall upon summons or warrant be required to appear before the Police Judge of the City and fined not more than \$500.00.
- (b) Each person guilty of a second offense in violation of this article based on the same conditions as an initial violation shall be fined a minimum of \$200.00 and not more than \$500.00.
- (c) Each person guilty of a third or subsequent offense in violation of this article based on the same conditions as an initial and second violation shall be fined a minimum of \$500.00.
- (d) Each five days that any such person fails to comply with the provisions of this article or fails or neglects to obey and comply with any notice issued under the provisions hereof shall constitute a separate offense.
- (e) The imposition of any assessment, lien or other penalty under the provisions of this article shall not excuse the violation, neglect or noncompliance therewith, nor permit or allow the continuance of any such violation and any person violating, neglecting or failing to comply with the provisions of this article shall be required to correct, or remedy such violations, neglects, defaults or defects as provided for herein. The application or use of such assessment lien, or of the above penal provisions shall not be held to prevent the removal of the prohibited conditions, and the City shall have the right, in addition thereto, to proceed in any court having jurisdiction for the correction or removal of the same by any lawful procedure provided for by the statutes of the State.

This ordinance shall be effective upon adoption.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

Ordinance No. 2023-__

AN ORDINANCE AMENDING SECTION 155.05 OF THE CITY CODE PROVIDING FOR FURNISHING OF BOND BY MEMBERS OF THE PARKING AUTHORITY.

The City of Morgantown hereby ordains that Section 155.05 of the City Code is repealed as follows (deleted matter ~~stricken~~):

~~Sec. 155.05. Members' bonds.~~

~~Each member of the Parking Authority shall furnish a bond in the sum of \$5,000.00 with proper corporate surety of a bonding company authorized to do business within the State, such bond to be payable to the City with such conditions as Council may require. Such bonds shall be filed with the City Clerk and the premiums thereon shall be paid out of the funds of the Parking Authority.~~

Adopted this __ day of September, 2023.

FIRST READING: _____

Mayor

SECOND READING: _____

ADOPTED: _____

City Clerk

FILED: _____

Resolution No. 2023-_____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE MONONGALIA COUNTY COMMISSION
FOR ANIMAL CONTROL SERVICES**

The City of Morgantown resolves that the City Manager is authorized to execute the attached Intergovernmental Agreement with the Monongalia County Commission providing for enforcement of animal control regulations under Articles 505 and 507 of the City Code.

Adopted this ____ day of _____, 2023.

Mayor

City Clerk

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this 30th day of August, 2023, by and between the City of Morgantown, hereinafter referred to as "CITY", and the Monongalia County Commission, hereinafter referred to as "COMMISSION", witnesseth:

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

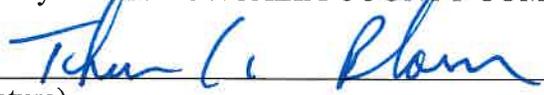
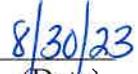
Whereas, the COMMISSION has agreed to provide the foregoing Dog Warden services to the CITY subject to the terms and conditions hereinafter contained within this Agreement:

Now, therefore, the parties hereto agree as follows:

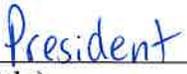
- 1) The COMMISSION agrees to assume the responsibility for employing and supervising qualified individual(s) who will enforce the ordinances of the CITY.
- 2) The COMMISSION shall continue providing such Dog Warden services to the CITY effective with the date of this Agreement.
- 3) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall not be employees of the CITY.
- 4) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall be available seven days each week to respond to animal ordinance service needs of the CITY.
- 5) That the COMMISSION employee(s) shall respond to calls for assistance regarding domesticated animals within the CITY in which a resident may be threatened by said domesticated animal.
- 6) That the COMMISSION'S employee(s) will respond to calls regarding small dead animals within the public right of ways within the CITY and on private property within the CITY and will dispose of any such carcass. The COMMISSION will pay for any costs that may be associated with the disposal of any such carcass.
- 7) That the COMMISSION will provide a phone number to the CITY, at the time this Agreement is executed, which the CITY may call to request specific Dog Warden assistance pursuant to this Agreement.
- 8) The COMMISSION shall provide the City Manager with periodic reports, as requested by the City Manager, summarizing Dog Warden incidents within the municipality and responsive action taken by the COMMISSION'S employee(s).
- 9) The COMMISSION'S employee(s) will issue citations for violations of the CITY'S animal ordinances and will be available to testify in the Morgantown Municipal Court regarding the same.
- 10) That the COMMISSION shall be responsible for the actions of its employee(s) while they are performing services within the municipality pursuant to this Agreement.

- 11) That the term of this Agreement shall be for **twelve (12)** consecutive months beginning with the first day of October and ending September 30 of the following year. This agreement shall be in effect until **September 30, 2024**.
- 12) As consideration for the Dog Warden services provided by the COMMISSION, CITY agrees to pay the COMMISSION **\$34,743.00** for the 12-month term of this agreement in installment payments of **\$2,895.25** for each of the 12 months, payable by the 15th day of each month that the Agreement is in effect. If this Agreement is terminated by either party hereto, per paragraph 13 below, the balance above \$34,743.00 due the Commission will be reduced by \$2,895.25 for each and every month which would have remained on the term of the agreement had it not been terminated by the party doing so. (This paragraph includes an increase of 3% for inflation).
- 13) Either party hereto has the right to terminate this Agreement at any time by providing 30 days prior written notice of the same to the other party.
- 14) At the conclusion of the nine month term this Agreement may automatically be renewed for an additional twelve month period with a standard increase of 3% per year.
- 15) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of both parties, which shall be subject to approval by the governing bodies by both parties.

Signed by the MONONGALIA COUNTY COMMISSION:

(Signature) (Date)



(Title)

Signed by the CITY OF MORGANTOWN:

(Signature) (Date)

(Title)

RESOLUTION NO. 2023-____

**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. This grant will assist with enforcement of Target Red (Red Light and Stop Sign Running), Speed/Aggressive Driving, School Bus Safety, Occupant Protection, Impaired Driving, Underage Alcohol Consumption/Sales, Distracted Driving, and Work Zone.

Adopted this ____ day of _____, 2023

Mayor

City Clerk

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

Application Page – 1

For GHSP Use Only

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**

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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 2012 through 2021, out of 55 counties in West Virginia, Monongalia County is number three for the most crashes. They rank 5th for injury crashes and total injuries, and 6th for total fatalities (2012-2021, 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 ranks 2nd for 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 (2012-2021), 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). Between FY 2020 and 2022, there were 67 red light violations and 139 stop sign violations cited on grant-funded overtime in Monongalia County (GHSP).

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Speed/Aggressive Driving: Monongalia County ranks number six for pedestrian fatalities (2012-2021), which many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving. Monongalia County ranks 12 in speed-related fatalities (2012-2021, WVDOH), and for 2021, 4th and 5th for speed-related crashes and injuries, respectively.

Monongalia County has 18 roadway segments in the top 277 speed-related crash roadway segments (2017-2021, WVDOH), which is the 3rd highest number of roadway segments in the top 277. On these 18 roadway segments, there were 2,260 speed-related crashes, the 4th 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 (WVDOH). From FY 2020 to 2022, there were 2,717 speed citations written on grant-funded overtime 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 2020 and 2022, there were 14 bus arm violations written in Monongalia County on highway safety grant-funded overtime (GHSP). Many agencies also work school bus/zone enforcement on agency time, although that data is not required to be reported. Monongalia County is 6th worst for roadway injuries for children under 8 (2012-2020, WVDOH).

Occupant Protection: Between CY 2014 to 2021, in WV, 671 of 2,215 fatalities were unrestrained motor vehicle occupants (30.29%). In Monongalia County, 19 of 86 fatalities (22.09%) were unrestrained (WVDOH). Monongalia County ranks 4th for most total ejections (partial and full) (2012-2020) and 9th for fatal ejections (2012-2021, 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 previous seat belt survey site selection cycle (2018-2022), Monongalia County's seat belt usage rate average was 96.1%, compared to the state's average usage rate of 90.3% for the same time period. From FY 2020 to 2022, there were 623 seat belt citations and 1 child restraint citation written on grant-funded overtime 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 2021, in WV, 631 of 2,886 (21.86%) fatalities were alcohol-related. In Monongalia County, 23 of 110 (20.91%) fatalities were alcohol-related (WVDOH). Monongalia County ranks 4th for most alcohol-related crashes and injuries, and 6th for alcohol-related fatalities (2012-2020, WVDOH). Monongalia County has 10 roadway segments in the top 131 alcohol crash roadways (2017-2021), which is the 3rd highest amount of road segments in the top 131. On these road segments, Monongalia County had 287 alcohol-related crashes, the 3rd highest number of crashes on the top 131 roadway segments.

On all roadways in Monongalia County, between 2012 and 2021, there were 1,087 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 2022, there were 249 DUI arrests made in Monongalia County. Of those, 39 (15.66%) were drug-related or a combination of drugs and alcohol (GHSP). Region 5 has four certified DREs, with two of those being in Monongalia County.

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Underage Alcohol Consumption/Sales: According to the WV Alcohol Beverage Control Administration, in CY 2022, the average on-premise buy rate in Monongalia County was 21.1%, while the average off-premise buy rate was 8.41%. 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 6th for most pedestrian fatalities (2012-2021), which many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving. While distracted driving-related data is minimal and under-reported, there is some data related to distracted driving-related crashes, injuries, and fatalities in WV. Monongalia County ranks 11th in distracted driving-related fatalities (2012-2021), while ranking 3rd and 4th for distracted driving-related crashes and injuries, respectively in 2021 (WVDOH).

From FY 2020 to 2022, there were 61 texting citations and 855 cell phone citations written on grant-funded overtime 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, 3,522 people were killed in 2021 due to distracted driving and an estimated 362,415 people were injured in crashes involving distracted drivers from (NHTSA).

Work Zone: Between 2016 and 2020, a work zone-related contributing factor was listed for 1.3% of all roadway crashes statewide (WVDOH).

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**

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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 5% from a 3-year average (2019-2021) of 1,950 to 1,853 by September 30, 2024.
2. To reduce total injuries in Monongalia County by 5% from a 3-year average (2019-2021) of 607 to 577 by September 30, 2024.
3. To reduce fatalities in Monongalia County by 10% from a 3-year average (2019-2021) of 8 to 7 by September 30, 2024.
4. To reduce unrestrained motor vehicle occupant fatalities in Monongalia County by 50% from a 3-year average (2019-2021) of 2 to 1 by September 30, 2024.
5. To reduce alcohol-related crashes in Monongalia County by 5% from a 3-year average (2019-2021) of 88 to 84 by September 30, 2024.
6. To reduce alcohol-related injuries in Monongalia County by 5% from a 3-year average (2019-2021) of 59 to 56 by September 30, 2024.
7. To reduce alcohol-related fatalities in Monongalia County by 50% from a 3-year average (2019-2021) of 2 to 1 by September 30, 2024.
8. To reduce pedestrian fatalities in Monongalia County by 100% from a 3-year average (2019-2021) of 1 to 0 by September 30, 2024.
9. To reduce total ejections in Monongalia County by 15% from a 3-year average (2018-2020) of 15 to 13 by September 30, 2024.
10. To reduce fatal ejections in Monongalia County by 100% from a 3-year average (2019-2021) of 1 to 0 by September 30, 2024.
11. To reduce crashes involving drivers 20 and younger in Monongalia County by 5% from a 3-year average (2019-2021) of 471 to 447 by September 30, 2024.
12. To maintain fatalities of drivers 20 and younger in Monongalia County at the 3-year average (2019-2021) of 0 through September 30, 2024.

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, 2024, with locations determined by Monongalia County Sheriff's Office and WVU PD using county data. See Special Conditions for additional information.

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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 18 roadway segments are in order from most crashes to least within the county.

US 119	CR 019/24	CR 075
US 019	CR 067/01	CR 045
CR 857	CR 081	CR 073
WV 007	CR 059	CR 055
WV 705	CR 073/12	CR 060
CR 067	CR 077	CR 061/01

Targeted speed enforcement will be conducted during two statewide mobilizations:

- o July 12-28, 2024 - kickoff on July 12, 4pm-8pm
- o September 6-22, 2024 - kickoff on September 6, 4pm-8pm

School Bus/Zone 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:
 - o National CIOT May Mobilization: May 13-27, 2024
 - o CIOT October Mini Mobilization: October 6-22, 2023
 - o CIOT March Mini Mobilization: March 1-17, 2024
 - o CIOT August Mini Mobilization: August 2-18 2024

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.

US 119	CR 067
US 019	WV 705
WV 007	CR 081
CR 857	CR 075
I 079	CR 067/01

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- The primary focus should be during the following enforcement periods:
 - o National Drive Sober or Get Pulled Over (DSOGPO) Enforcement Periods:
 - December 13, 2023 - January 1, 2024
 - August 16 - September 2, 2024
 - o State Mobilizations:
 - Thanksgiving (November 22-26, 2023)
 - West Virginia Day (June 19-23, 2024)
 - Fourth of July weekend (July 3-7, 2024)

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 2024 but can also be used strategically throughout the grant year.

Work Zone Enforcement:

Work Zone enforcement patrols will be conducted on roadways with WVDOH work zones. See Special Conditions for additional information.

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.

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
DISTRACTED DRIVING 405e Grantee: City of Morgantown Budget Categories: F24-HS-18-405e	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement Distracted Driving - Year Round Distracted Driving Enforcement - April 2024 *Distracted Driving Month is April 2024	\$ 7,000.00 \$ 3,000.00		\$ 10,000.00	DD24-30-18
TOTAL PROJECT COSTS:	\$ 10,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 10,000.00	
TOTAL APPROVED PROJECT:			\$ 10,000.00	

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

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CONDITIONS & ASSURANCES

The applicant hereby certifies and assures that it shall comply with the following regulations, policies, guidelines, and requirements of the Governor's Highway Safety Program as further clarified in the Highway Safety Administrative Manual.

1. The applicant hereby certifies it has legal authority to apply for the grant: that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of this proposal/application, including all understandings and assurances contained therein, and directly authorizes the person identified as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **RELATIONSHIP.** The relationship of the Sub-Grantee to the Governor's Highway Safety Program shall be that of an independent contractor, not that of a joint enterprise. The Sub-Grantee shall have no authority to bind the Governor's Highway Safety Program for any obligation or expense without the express prior written approval of the Governor's Highway Safety Program.
3. **LAW OF WEST VIRGINIA.** The proposal/application/contract shall be governed in all respects by the laws of the State of West Virginia. State procedures and practices will apply to all funds disbursed by the Governor's Highway Safety Program.
4. **ACCESS TO RECORDS.** The Governor's Highway Safety Program through any authorized representative will have access to and the right to examine all records, books, or documents related to the proposal/application/contract/grant, and to relevant books and records of contractors.
5. **USE OF FUNDS.** Funds awarded by the Governor's Highway Safety Program may be extended only for the purpose and activities specifically covered by the Sub-Grantee's approved project description and budget.
6. **ALLOWABLE/UNALLOWABLE COSTS.** The allowability/unallowability of costs incurred under this grant shall be determined in accordance with general principles and standards for selected cost items set forth in the Highway Safety Administrative Manual.
7. **REPORTS & SUSPENSIONS.** The Sub-Grantee shall submit, at such times and in such form as may be prescribed, such reports as the Governor's Highway Safety Program may reasonably require, including but not limited to fiscal and program progress reports. Failure to submit any required report (i.e., Progress, Fiscal, Activity, etc.) by close of business (C.O.B.) on the designated due date may result in suspension of the project. To reinstate the project, a letter of explanation signed by the Authorized Official, the Project Director, and the Fiscal Director must be submitted promptly to the Governor's Highway Safety Program. More than one suspension in any twelve (12) month project period will automatically terminate the project for the remainder of the project's funding period.
8. **SANCTIONS FOR NONCOMPLIANCE.** In the event of the Sub-Grantee's noncompliance with the terms, conditions, covenants, rules, or regulations of this grant, the Governor's Highway Safety Program shall impose such contract sanctions as it may deem appropriate, including but not limited to: a) Withholding of payments to the Sub-Grantee until the Sub-Grantee complies, or b) Cancellation, termination, or suspension of the contract in whole or in part, or c) Refrain from extending any further assistance to the Sub-Grantee until satisfactory assurance of future compliance has been received from the Sub-Grantee.
9. **WRITTEN APPROVAL OF CHANGES.** The Sub-Grantee must obtain prior written approval from the Governor's Highway Safety Program for all changes relating to the scope of the project and for all financial adjustments between major budget categories.
10. **MATCHING CONTRIBUTION.** The Sub-Grantee will have available, and will expend as needed, adequate resources to defray that portion of the total costs as set forth in the proposal as "Local Funds" and as approved by the Governor's Highway Safety Program.
11. **PROJECT INCOME.** All income earned by the Sub-Grantee as a result of the conduct of this project, must be accounted for and included in the total budget.
12. **DISCRIMINATION PROHIBITED.** No person shall, on the grounds of race, color, sex, national origin, religion, disability, or age be excluded from participation in, be refused the benefits of, or to be otherwise subjected to discrimination under grants awarded by the Governor's Highway Safety Program.
13. **FEDERAL GRANT REQUIREMENTS AND CONTRACTS.** The agency shall comply with the following statutes and implementing regulations as applicable: a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; b) 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments, 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other relevant Federal regulations covering the Highway Safety Program; c) 5 U.S.C. §1501, 1508, and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (HATCH ACT); d) 23 U.S.C §313 Buy America; and e) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
14. **FEDERAL LOBBYING.** The Agency agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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15. **STATE LOBBYING.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (“grassroots”) lobbying activities.
16. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS.** a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
17. **PROHIBITION OF USING GRANT FUNDS TO CHECK FOR HELMET USAGE.** The State and each sub-recipient will not use 23 U.S.C. Chapter 4 Grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
18. **AUDIT.** It is the responsibility of the Sub-grantee to provide for the performance of an independent audit as detailed in the Highway Safety Administrative Manual. The Sub-Grantee further agrees to submit a copy of each audit to the Governor’s Highway Safety Program, including a systematic statement for the timely and appropriate resolution of findings or recommendations.
19. **CONSULTANT/CONTRACTS.** No agreement or contract may be entered into by the Sub-Grantee for the execution of project activities or provisions of service which is not incorporated in the approved grant, and/or without the prior written permission of the Governor’s Highway Safety Program. Grant approval does not constitute consultant/contract approval.
20. **PROPERTY ACCOUNTABILITY.** The Sub-Grantee shall establish and administer a system to control, protect, preserve, use, maintain, and dispose of any property or equipment furnished by the Governor’s Highway Safety Program. The obligation continues as long as the property is retained by the Sub-Grantee notwithstanding the expiration of this agreement. Prior to the sale, trade-in, or disposal of property, disposition instructions will be obtained from the Governor’s Highway Safety Program. The Sub-Grantee assures that all property shall be made available to the Governor’s Highway Safety Program for inspection/inventory at the request of the Governor’s Highway Safety Program.
21. **ACCOUNTING REQUIREMENTS.** Sub-Grantee agrees to record all project funds and costs following generally accepted accounting principles. A separate account number or cost recording must separate all project costs from the Sub-Grantee’s other or general expenditures. Adequate documentation for all project costs and incomes must be maintained. Adequate documentation of financial and supporting materials, as defined in the Highway Safety Administrative Manual, must be retained and be available for audit purposes.
22. **OBLIGATION OF PROJECT FUNDS.** Funds may not, without prior written approval from the Governor’s Highway Safety Program, be obligated prior to the effective date or subsequent to the termination date of the project period. Obligations outstanding as of the termination date shall be liquidated within thirty days.
23. **ASSUMPTION OF FUNDING.** The Sub-Grantee will assume the funding of improvements after a reasonable period of assistance.
24. **REPORTING OF IRREGULARITIES.** Sub-Grantees are responsible for reporting promptly to the Governor’s Highway Safety Program the nature and circumstances surrounding any fiscal irregularities discovered. Failure to report known irregularities may result in suspension of the grant or other remedial action determined by the Governor’s Highway Safety Program.
25. **PUBLIC AVAILABILITY OF INFORMATION.** The Sub-Grantee agrees to comply with the terms and conditions of pertinent Federal and State Freedom of Information Acts, and to require its contractors to comply with these requirements.
26. **CONFLICT OF INTEREST.** No public official or employee of the State of West Virginia, who performs any duties under the project, may participate in any administrative decision with respect to this project, if such a decision can be expected to result in any benefit or remuneration to them or their immediate family.
27. **CANCELLATION PROVISION.** If this project is not started within thirty days of the grant award, the Sub-Grantee will report to the Governor’s Highway Safety Program by letter the steps taken to initiate the project. If after sixty days from the date of the grant award the project is still not operational, a further statement explaining the delay will be submitted by the Sub-Grantee to the Governor’s Highway Safety Program. Upon receipt of the sixty-day letter, and unless warranted by extenuating circumstances, the Governor’s Highway Safety Program will cancel the project and redistribute the funds to other projects.
28. **CRIMINAL PENALTIES.** Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets or property which are the subject of this grant, or whoever knowingly and willingly falsifies, conceals, or covers up by trick, scheme, or device any material fact in any application/contract for assistance submitted to the Governor’s Highway Safety Program, shall be subject to prosecution.
29. **MEETINGS.** The Sub-Grantee assures that the Project Director, Fiscal Officer (or designee), and/or the Authorized Official (or designee) will attend any meeting, conference, workshop, or other similar function as deemed necessary by the Governor’s Highway Safety Program for administration of this project. Additionally, the Sub-Grantee assures that the Project Director will cooperate and fully participate with staff of the Governor’s Highway Safety Program and Law Enforcement Liaisons during statewide initiatives and campaigns.
30. **TRAVEL.** All out of state travel to be reimbursed under any Highway Safety grant must receive written approval in advance from the Governor’s Highway Safety Program. All estimated travel expenses (per diem, registration, transportation, etc.) must be included with the request for out of state travel. All Requests for Reimbursements for travel expenses must be submitted to the Governor’s Highway Safety Program at least 2 months in advance of the travel dates.

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- 31. **PARTICIPATION.** Law enforcement agencies/officers must be an active participant in Highway Safety/NHTSA-funded initiatives in order to receive any Highway Safety Program/NHTSA-funded benefit, such as highway safety-related equipment, training, conference attendance, reimbursement for enforcement (not to exceed the officer's time and one-half rate of pay), etc.
- 32. **STATEWIDE MEDIA.** Statewide media costs incurred by the Governor's Highway Safety Program are accepted and recognized by the Sub-Grantee as a supplemental benefit to complement their local and regional law enforcement efforts.
- 33. **SEAT BELT POLICY.** Any law enforcement agency receiving Highway Safety funds must have a written seat belt use policy in place for their agency. A copy of this policy, which must outline sanctions for non-compliance with the policy, must be on file with their respective Regional Coordinator.
- 34. **REGIONAL COORDINATOR.** In the event that the position of Regional Coordinator becomes available, the Governor's Highway Safety Program must be involved in the selection process of filling the position and must give final approval of hiring the individual selected.
- 35. **REQUIRED ACTIVITIES.** Failure to complete the "Coordinator's Required Activities" may result in temporary or permanent suspension of the program. It is imperative to the success of the Highway Safety Program that these activities be implemented. If a particular activity cannot be completed, a written detailed explanation must be submitted to the Program Manager as to why it cannot be completed.
- 36. **FINAL REQUEST FOR REIMBURSEMENT.** Sub-grantees must submit a Final Request for Reimbursement to the Governor's Highway Safety Program no later than November 15 for the preceding fiscal year and must include all expenditures made prior to October 1. Any Request for Reimbursement submitted after November 15 for funds expended prior to October 1 of the preceding fiscal year will be denied.
- 37. **EQUIPMENT.** Computers/laptops/tablets/other items deemed "equipment" may not be purchased by any Sub-grantee without prior written approval by the Director or Federal Programs Administrator of the Governor's Highway Safety Program. Any equipment with a total cost of \$5,000 or more per item must receive written prior approval from the NHTSA Region 3 office via the Governor's Highway Safety Program. Additionally, any individual item costing \$5,000 or more must meet the **BUY AMERICA** guidelines set forth by NHTSA. In-car cameras, regardless of their cost, must receive written prior approval from the NHTSA Region 3 office via the Governor's Highway Safety Program.

In accordance with the Conditions and Assurance Pages 5 - 7, and without limiting same, we certify this application is an accurate and complete description of the project to be considered for receiving Highway Safety funds. We further agree this application shall be binding upon the applicant, assignees, transferees, lessees, and successors in interest. These assurances shall also be binding through every modification or amendment to the project.

Signature of Authorized Official: _____
(Required)

Print Name of Authorized Official: _____
(Required)

A. Kim Haws

Date: _____
(Required)

September 6, 2023

Signature of Project Director: _____
(Required)

Print Name of Project Director: _____
(Required)

Date: _____
(Required)

**GOVERNOR'S HIGHWAY SAFETY PROGRAM
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Special Conditions

1. Travel line item in 402 is for travel to and from GHSP-approved meetings/trainings, such as Roundtable meetings.
2. All agencies must submit requested data to the Data Tracking & Agency Support Program (DTASP) on time, monthly, to qualify to work highway safety OT.
 - a. Any agencies awarded funds through the fiscal agency must also stay current with DTASP and submit accurate data, to qualify to work highway safety OT.
3. All agencies awarded funds through the fiscal agency must sign an agency agreement each grant year and it must be kept on file with the fiscal agency.
4. When working any highway safety enforcement program, that program is considered zero tolerance. Example: while working distracted driving enforcement, there is zero tolerance for cell phone use. Citations only.
 - a. Seat belt usage and impaired driving are always zero tolerance, whether they occur while working seat belt enforcement, impaired driving enforcement, or any other paid enforcement.
5. All agencies (who are in good standing with the GHSP, regional program, fiscal agency, and DTASP) are permitted to work all national and state enforcement periods listed here:
 - a. National Click it or Ticket (CIOT) Mobilization, designated dates in May 2024
 - b. State CIOT Mini Mobilization, designated dates in October 2023
 - c. State CIOT Mini Mobilization, designated dates in March 2024
 - d. State CIOT Mini Mobilization, designated dates in August 2024
 - e. National Drive Sober or Get Pulled Over (DSOGPO) Enforcement, designated dates in December 2023 – January 2024
 - f. National DSOGPO Enforcement, designated dates in August/September 2024
 - g. State DSOGPO Enforcement, designated dates for Thanksgiving 2023, West Virginia Day 2024, and Fourth of July 2024
6. All media must be pre-approved by the GHSP Public Information Specialist prior to production and/or purchase of spots.
7. All Target Red enforcement must be for identified problem intersections and pre- and post-surveys must be conducted in order to be reimbursed for the time worked. Pre- and post-surveys will not be conducted on highway safety OT but on the agency's time.
8. Seat belt checkpoints must be conducted as nighttime enforcement, which starts at 6 PM; these checkpoints have the same legal requirements as DUI checkpoints.
9. All DUI overtime funding should be conducted between the hours of 8 PM and 4 AM unless otherwise authorized by the GHSP Senior Program Manager and assigned GHSP Program Manager, based on documented data justification.
10. All highway safety patrols are authorized patrols of no less than two (2) hours and no more than eight (8) scheduled hours at no more than one-and-one-half times the regular pay rate. Any funds paid to officers exceeding the actual one and one-half overtime rate (benefits, social security, etc.) are not reimbursable by the grant per Federal and State regulations.
11. All highway safety enforcement must be worked in addition to regular manpower staffing. Highway safety enforcement should bring additional officers out to enforce traffic laws, in addition to officers on regularly scheduled shifts.
12. Work Zone enforcement must take place in the work zone, 4 miles of a roadway leading into the work zone, parallel roadways adjacent to roadway under construction, up to 1 mile stretch of any roadway that intersects a roadway under construction, and roadways designated the CMV route for the purpose of CMV's avoiding roadway construction. Work zone location must be provided to and approved by the assigned GHSP Program Manager prior to enforcement being conducted.
13. Written approval for any travel or purchase requiring prior written approval from GHSP must be attached to the reimbursement request.
14. GHSP reserves the right to develop an approved officer listing to work specific sections of grant funding based on demonstrated work activity.

Special Conditions – Continued

15. N/A

16. N/A

17. N/A

18. N/A

Signature of Authorized Official: _____



(Required)

Print Name of Authorized Official: _____

A. Kim Haws

(Required)

Date: _____

September 6, 2023

(Required)

Signature of Project Director: _____

(Required)

Print Name of Project Director: _____

(Required)

Date: _____

(Required)

2024 City Council Meetings

REGULAR	COMMITTEE OF THE WHOLE
January 2, 2024	January 30, 2024
January 16, 2024	
February 6, 2024	February 27, 2024
February 20, 2024	
March 5, 2024	March 26, 2024
March 19, 2024	
April 2, 2024	April 30, 2024
April 16, 2024	
May 7, 2024	May 28, 2024
May 21, 2024	
June 4, 2024	June 25, 2024
June 18, 2024	
July 2, 2024	July 30, 2024
July 16, 2024	
No Meeting due to WVML Conference	August 27, 2024
August 20, 2024	
September 3, 2024	September 24, 2024
September 17, 2024	
October 1, 2024	October 29, 2024
October 15, 2024	
Wednesday, November 6, 2024	November 26, 2024
Wednesday, November 20, 2024	
December 3, 2024	NONE
December 17, 2024	

* August 6, 2024, Regular Meeting - WVML Summer Conference Dates: 8/5 - 8/13.

* Tuesday, November 5, 2024, there is a Primary Election, so offices in the city will be closed.