



**City of Weston, WV  
Regular Session City Council Meeting  
Lewis County Courthouse  
February 5, 2024 at 6:00 p.m.**

Call In#: (415) 762-9988

Meeting ID: 482-656-4989

Pass Code: 269

**AGENDA**

Full Agenda Packets Available on [www.CityofWestonwv.com](http://www.CityofWestonwv.com)

- 1) Call to Order/Moment of Silence
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Visitors Section (5 Minute Time Limit)
- 5) Presentation(s)  
Laura Anderson Update on Americorp
- 6) Approval of Minutes  
Regular Session – January 2, 2024  
Work Session – January 16, 2024
- 7) Receive and File Reports of City Boards, Commissions, and Outside Agencies Reports
  - A. Weston Cemetery Board - Next Meeting – Monday, February 13, 2024, at 4:00 p.m.
    - i. at the Municipal Building
  - B. Historic Landmark Commission - Next Meeting – Thursday, February 8, 2024 at 6:00 p.m.
    - i. at the Municipal Building.
    - ii. Application for Audrey Burkett and Rebecca Young for HLC (Action Requested)
    - iii. Update of Phase One Façade Grant
    - iv. Implementing Phase Two Façade Grant \$25,000 (Action Requested)
  - C. Weston Planning Commission - Next Meeting – Wednesday, February 21, 2024 at 4:30 p.m.
    - i. at the Municipal Building.
  - D. Board of Parks and Recreation - Next Meeting – No meeting scheduled/reorganization
    - i. at the Municipal Building.
    - ii. Application for Miranda Hawkins for Parks and Recreation (Action requested)
  - E. Lewis County EDA - Next Meeting – Wednesday, February 28, 2024 at 5:00 p.m.
    - i. 110 Center Avenue, Second Floor
  - F. Board of Zoning Appeals - Next Meeting – Tuesday, February 13, 2024 at 6:00 p.m.
    - i. at the Municipal Building
  - G. Code Appeals Board - Next Meeting – Thursday, February 15, 2024 at 6:00 p.m.
    - i. at the Municipal Building.
  - H. Weston Tree Commission – Next Meeting – Thursday, February 29, 2024 at 4:00 p.m.
    - i. at the Municipal Building.
    - ii. Application for Guillermo Cid (Certified Arborist) for the Tree Commission (Action Requested)
    - iii. Requested)
  - I. Weston Arts Council – Update of the Arts Council
  - J. Weston Municipal Appeals Board – 1 position from Chamber of Commerce, 1 position from



- i. City Council, 1 position from the Public
  - K. Outside Agencies
    - i. Guardians of the Westfork Watershed, Wednesday, February 21, 2024 at 6:00 to 8:00 p.m. at the Municipal Building.
    - ii. West Virginia OnTrac Communities Congratulatory Letter
  - L. Known Vacancies to be Filled
    - i. Board of Zoning Appeals – 1 position – 1 alternate
    - ii. Weston Tree Commission – 2 positions
    - iii. Historic Landmarks Commission - 2 positions
- 8) Sanitary Board of Director Report
- 9) Department Reports
- A. Finance – December Report
    - i. Transfer of Funds from General Fund to Vacant Structure (Action Requested)
    - ii. Approval of Expense Check Detail Report (Action Requested)
    - iii. Budget Adjustment (Action Requested)
    - iv. Collections Contract (Action Requested)
  - B. Street Department – January Report in Packet.
  - C. Police Department – January Report in Packet.
  - D. Fire Department – January Report in Packet
  - E. Building/Code/Zoning – January Report in Packet
    - Cat Program Progress Report
  - F. City Attorney Report
  - G. City Clerk – January Report in Packet
  - H. City Manager Report
    - Annexation Update
    - Administration Assistant
- 10) Old Business
- A. Ordinance 2024-01 Creating the Weston Land Reuse Agency (First Reading) (Action Requested)
  - B. Police Pay Scale (Action Requested)
  - C. Discussion of Goals Set List
- 11) New Business
- A. Ordinance 2024-02 Municipal Fee and First Due Fire Fee (First Reading) (Action Requested)
  - B. Set Date for Budget Work Session (Action Requested)
  - C. Support Weston as the First POW MIA City in West Virginia and the Purchase of Two Signs for The Entry Ways at \$125.00 each (Action Requested)
  - D. Ordinance 2024-03 Ballot Order for Excess Levy (Streets) (Action requested)
  - E. Ordinance 2024-04 Ballot Order for Excess Levy (Buildings, Sidewalks, Beautification) (Action Requested)
  - F. Peterson Central Traffic Issue and Weston Police Response (Action Requested)
  - G. Naming of the Street at Arnold Cemetery Kelley’s Spur (Action Requested)
- 12) Reports of City Council
- 13) Adjournment



#### **Meeting Management Guidelines**

- Regular meeting agendas will be posted and available to the public before closure two (2) days prior to the meeting.
- Persons wishing to address City Council must register before the meeting.
- Agenda items may require an executive session motioned per WV Code 6-9A-4.
- All votes are unanimous unless otherwise stated.
- Roberts Rule of Order is utilized as a guide for all Weston City Council meetings.



Weston City Council  
Minutes

Lewis County Court House  
117 Center Avenue  
January 2, 2024

**Present:** Mayor Kim Harrison-Edwards, Councilperson Sherry Rogers, Steven White, Debbie Gump, Herb Curtis, City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Manager Joe Solberg, Chief Mike Posey, Chief Jimmy Suttle, Building/Code/Zoning Enforcement Officer Marty Lewis, Street Commissioner Mike Starett, Sanitary Board Director Dee Evans.

**Call to Order/Moment of Silence:** Mayor Harrison-Edwards asked for a moment of silence and called the meeting to order at 6:03 p.m.

**Pledge of Allegiance:** Mayor Harrison-Edwards asked everyone to please stand for the Pledge of Allegiance.

**Visitors Section (5 Minute Time Limit):** No one signed up to speak.

**Presentations:** No presentations to be given.

**Approval of Minutes:** Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** the Regular Session Meeting Minutes of December 4, 2023. **Motion carried.**

**Receive and File Reports of City Boards, Commissions, and Outside Agencies:** Mayor Harrison-Edwards read aloud the times and dates of the different meetings with a correction for the Lewis County EDA meeting will be on Wednesday, January 31<sup>st</sup>, 2024 at 5:00 p.m. Under the Outside Agencies the WV First Foundation will meet Thursday, January 25, 2024 at 9:30 a.m., if you cannot attend in person, you can attend through the web.

**Known Vacancies to be Filled:** Mayor Harrison-Edwards read aloud the vacancies for Board of Zoning Appeals with two total positions, Weston Municipal Appeals Board three positions, Weston Tree Commission with two positions, and the Historic Landmarks Commission with two positions.

**Sanitary Board of Director Report:** The Sanitary Board of Directors Evans passed out to the council the December Report which included the Finance Report. Sanitary Board of Director Evans informed the council that the piece of equipment from the Appalachian Equipment for \$15,885 and paid the rest of the invoices out of the General Repo



Monies. Sanitary Board of Director Evans informed the council that she has the check for the Stormwater 2% tax fees for the mayor to sign so she can give it to the Finance Manager Solberg. Mayor Harrison-Edwards asked if 310 past due termination letters was an increase, Sanitary Director Evans replied that it was a decrease, and no shut offs were done because of the holiday, but will resume with termination letters this month. Councilwoman Rogers stated that was a good call from the Sanitary Board.

## Department Reports

**Finance** - Finance Manager Solberg provided the council with Profit and Loss from July through December 2023, Consolidated Fund Balance Sheet for December 1, 2023, Bank Statements for Coal Severance, General Fund, Holding Account, K-9 Fund, Parks and Recreation, Payroll Account, Police Equipment Fund, Rainy Day Fund, Vacant Structures, ARPA Fund, and the Check Detail for December 2023. Finance Director Solberg requested to move \$425 from the General Fund to the Vacant Structure Fund. Finance Manager Solberg explained that in the packet you will find the Vacant Structure Report that tells who paid to justify this request. Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** \$425 from the General Fund to the Vacant Structure Fund. **Motion carried.** City Manager Stansberry asked Finance Manager Solberg to talk about the WV First Settlement Money. Finance Manager Solberg stated that the State has split the money into two categories with a small amount to every municipality in every county in the State. The second category is the money will be held, and the WV First Organization will be deciding how to divvy up the communities. With our share of the money, we can do about anything as it relates to the Opioid Crises. The WV First Organization with the money they are holding does not want to write a bunch of small checks to different organizations they would like to select one or two ideas and write a check for. Finance Manager Solberg continued to tell the council that we can spend our money on whatever we would like to pertain to the Opioid Crisis. Mayor Harrison-Edwards asked whatever the plan is to be brought in front of the council for approval, and City Manager Stansberry replied to it would. Councilwoman Rogers expressed the need to sit down with the police, fire department, and code enforcement and discuss their thoughts on what to use the money for. Councilwoman Gump would like to see education awareness in the schools with handouts, and officers present. The council congratulated Finance Manager Solberg on the birth of his son and is glad that everything is going well.

**Street Department:** The December Report was in the packet. Street Commissioner Starett informed the council of the following:

The Street Department did purchase truck talked about at the last Regular Session Meeting and it needs a little bit of work done to make it ready to help plow snow.

- The community gave the Street Department praise for helping at the airstrip by passing out of food. The Salvation Army thanked the Street Department for helping at Stonewall Jackson Lake with Christmas.



Councilwoman Rogers stated she was glad to see the Street Department out helping in the community.

**Police Department:** The December Report was not in the council's packet. Chief Posey informed the council of the following:

- Sergeant Minney is back on duty
- Patrolman Adamczyk last day was December 31, 2023

Councilwoman Gump asked Chief Posey about people parking on the wrong side of the road and Chief Posey stated we have ticketed some and will continue to watch for parking the wrong way.

**Fire Department Report:** The December Report was not in the council's packet. Chief Suttle informed the council of the following:

- It was the slowest December month in five years.
- Calls were up 200 this year from last year.

Councilwoman Rogers asked if most of the calls were medical and Chief Suttle broke the total down for the council, it was 710 fire and 566 medicals.

**Building/Code/Zoning Report:** The December Report was in the packet.

Building/Code/Zoning Enforcement Officer informed the council of the following:

- Building Permits increased, which increased the revenue side.

City Manager Stansberry informed the council that the City of Weston was not selected for the REAP Grant this year, the DEP will be spreading the monies to other communities. City Manager Stansberry stated that Building/Code/Zoning Enforcement Officer Lewis talked with the representatives, and they will let him know when the funding will be available again.

**Feline Control Report** was in the packet and Building/Code/Zoning Officer Lewis informed the council of the following:

- Feline Control stands at 57% of their budget.

Councilwoman Gump stated she thought there was a possibility of Federal Funding available for felines and should apply. City Manager Stansberry will be looking into a grant for spade and neutering.

**City Attorney Report:** The City Attorney Bailey informed the council of the following:

- We will need to schedule a Codification meeting this month and he will be sending out an email to see what date would be better. City Manager Stansberry stated the week of the twenty second would be better for him.

**City Clerk:** The City Clerk Report was in the packet.

**City Manager Report:** The City Manager Report was in the packet. The City Manager also provided the council with a report via email with information and background on

items being discussed in the Regular Session Meeting. Stansberry informed the council of the following:

- Happy New Year to all.
- Updated the excel sheet and sent it to the council.
- Utilities leaving trenches open and permits difficult and ongoing and no one is asking for the requirements we are asking for. When digging up the streets they put some gravel in the area and do not put it back to the original. Councilwoman Rogers expressed that they are tearing up our roads that just paved and leaving them. Councilwoman Gump asked Dave Gump from the DOH what the time limit was for putting the road back together. Mr. Gump stated it was six months for the DOH.
- PEIA is increasing and we will need to see if the employees are interested in going to a different plan that would save the employee money and the city.
- Working on mapping for the Sludge Project.
- Laura Anderson, the AmeriCorp Program Director is hard at work trying to get a after school program. Laura is trying to get the Skating Rink at Holt Property up and running, weather permittable, and her postings on our website are a success over 200 shares.
- Budget season will be starting in February, Finance Manager Solberg, and City Manager Stansberry will bring to the council in March.
- Planning Commission will be meeting on January 10, 2024 to continue working on the Comprehensive Plan.
- The Riverfront Project Grant agreement will be discussed later in the meeting for the council's approval.
- City Manager Stansberry and Chief Suttle will work on the Emergency Planning.
- Working on building walls to create office space inside the Municipal Building.
- Downtown cameras, brackets are needed to hook to the tower, may have to use the spot where the Christmas lights are connected.
- The city has not received any word back from the letter sent to the DOH.

Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** all Department Reports and the Check Detail for December. **Motion carried.**

## Old Business

**Ordinance 2023-22 to Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fee (Second Reading) (Action Requested):** Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** to have the second reading of Ordinance 2023-22 to Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fee.



City Clerk Judy Piercy read Ordinance 2023-22 to Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fee second reading by title only.

Councilwoman Rogers made a motion second by Councilman Curtis to **approve** the second reading by title only of the Ordinance 2023-22 to Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration fee. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.** The first reading of the Ordinance 2023-22 to Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fee was read on December 4, 2023. The approval of the second reading enacts Ordinance 2023-22 to Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fee as of January 2, 2024.

**Police Pay Scale:** City Manager Stansberry stated that a pay raise for the police will be difficult in this budget, but if approval from the council we can find a way to make the increase. Mayor Harrison-Edwards asked for the number of officers we have, and City Manager Stansberry stated five and it becomes difficult when one officer needs to call off. City Manager Stansberry informed the council that our Chief of Police works hard, and he does not make as much as his officers. Mayor Harrison-Edwards asked the city manager to do a projected pay scale and we can discuss it at a special session meeting. Councilwoman Rogers asked if the money we received from the Opioid Settlement can be used for equipment and that would leave money in the budget for pay increase.

## **New Business**

**Grant Agreement for Riverfront Project:** City Manager Stansberry explained the Phase I narrative for acceptance and \$850,000 approved. Mayor Harrison-Edwards hiring of an engineer was excluded in our ear marks for the money. Mayor Harrison-Edwards stated that HUD provided the grant that was approved in May 2023, this is one of their requirements. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** the Grant Agreement for Riverfront Project. **(Roll call of votes, Councilwoman Rogers yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

**Discussion of Upcoming Budget, Municipal Fees, First Due Fire, and Excess Levy:** City Manager Stansberry explained to the council that he did the same analysis as last year. All the money is going into the General Fund, and we pay everything through that account when money allows. City Manager Stansberry would like to use three categories, capital outlay, commodity, and contractual service, which he explained what each included. City Manager Stansberry suggested that the fee needs to go





directly to the service that is being provided, this way we can show the citizens what their money is being spent on, for example, street paving, police equipment. Councilwoman Rogers thought the constituents would grasp the cost by showing them instead on various categories. City Manager Stansberry asked the council what they would feel comfortable with increasing the Municipal Fees because they have not been increased since 2009. Councilman Curtis thought the fees needed increased, but thought we needed to be moving quicker than what we are on annexation. City Manager Stansberry informed that annexation is going to be a challenge, people will need to be willing to come into the city.

**Excess Levy:** City Manager Stansberry asked the council to decide how they would like to run the city, and explained another option would be an Excess Levy, we will need to get primary or general election if we do not get it on in the next month or month and a half we cannot until 2026. Councilwoman Rogers informed that we got the local pool by the levy but that was when the oil and gas business were booming doing well financially. Councilwoman Rogers further commented that it is hard to get a levy passed, and she would hate to see the time and money wasted. Councilwoman Gump informed that the same group of people would not pass the school levy. City Manager Stansberry thought this would give the citizens a chance to let us know what they want. Mayor Harrison-Edwards stated the budget will be getting tighter and we do not know what we are going to come up with increasing the Municipal Fee. Mayor Harrison-Edwards stated are we going to be able to take care of the deficit the city will be experiencing in the next year or two, for that reason if council agrees, City Manager Stansberry should pursue what it would look like for the citizens.

**Land Reuse Agency Discussion and Ordinance (First Reading):** City Attorney Bailey provided in the packet for the council Ordinance 2024-01 Ordinance Creating the Weston Land Reuse Agency. City Attorney Bailey stated this is a potential ordinance creating the agency and who could be on the board. State Law has few limits but a person from the public must be on the board. The agency can be profound or as limit as you would want, and if property is given to the city, or someone wants to purchase property from the city they will have the ability to do restrict the deeds to set up for the city for development. Mayor Harrison-Edwards stated that it has come up in development opportunities and City Manager Stansberry agreed and that the situations that have come up that the city cannot provide property, but the Weston Land Reuse Agency could. Councilman Curtis asked what the pros and cons of the agency having would be. City Manager Stansberry stated the agency could sell the property to whomever whenever the city would have to place it up for bids with no guarantee who the highest bidder would be and what they would do with it. Building/Code/Zoning Officer Lewis stated that it would provide tax savings, a five-year term and development and the agency can get the property at the Tax Lien Sale. Finance Manager Solberg the agency can do forgivable funding through WV Housing Fund where the city cannot. Street Commissioner Starett asked if the agency could say who can and cannot have a

piece of property and put whatever they would like on the property. Street Commissioner Starett thought that was dictatorship if they tell you what you can have and cannot. City Attorney Bailey read the State Code rules and confirmed that the rules would be established for the agency. Mayor Harrison-Edwards commented that this eliminates the bad players, and they would need a developable plan in a certain timeline. Councilwoman Gump asked if the transfer of property what the timeline for the land would be. City Manager Stansberry stated what timeline the council wants to give the agency. Councilwoman Gump made a motion seconded by Councilman Curtis to **table** the Land Reuse Agency Ordinance 2024-01 and place the item in the Special Session Agenda. **Motion carried.**

**Annexation Public Meeting Discussion:** City Manager Stansberry sent to the council via email a letter discussing having property owners to come in and talk about volunteering to annex into the city which information will be provided on fees and taxes. City Manager Stansberry will be having the meeting at the Peterson Central School on January 18, 2024 at 6:00 p.m. the council and department head should be there to help answer any questions. City Manager Stansberry scheduled a Special Session meeting for Tuesday, January 16, 2024 at 6:00 p.m. to discuss the public annexation meeting.

**Memorandum of Understanding with Jane Lew for Sharing Of Code Enforcement Officer:** City Attorney Bailey informed the council that the State Code allows two cities to work together. The City of Jane Lew would like to have Building/Code/Zoning Enforcement Officer Marty Lewis help them with a piece of property, which will not interfere with his job for the city. Councilwoman Gump stated that we have enough in our own town to be done and Councilwoman Rogers agreed. Mayor Harrison-Edwards stated she had spoken with the Mayor of Jane Lew, and it was just one particular property. Councilwoman Rogers stated that the Building/Code/Zoning Enforcement Officer can help with Jane Lew on his days off or take vacation.

## Reports of City Council

**Mayor Kim Harrison-Edwards** passed out her report and informed the council of the following:

- Guardians of the Westfork will meet Wednesday, January 17, 2024 at 5:30 p.m.
- Will be attending the Municipal League Winter Conference on February 11<sup>th</sup> through February 13<sup>th</sup>, 2024.
- Has received correspondence about what good work the departments are doing, and it is because of two things, you know your job and the second is you know how to do it.

**Ward I Councilwoman Sherry Rogers** thanked everyone for all the work that was being done and appreciated everyone.



**Ward III Councilwoman Debbie Gump** thanked the staff and wished everyone a Happy New Year and we are moving forward.

**Ward IV – Councilman Herb Curtis** wished everyone a Happy New Year.

### **Adjournment**

Councilman Curtis made a motion seconded by Councilwoman Gump to **adjourn** at 7:58 p.m. **Motion carried.**

Attest:

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Mayor, Kim Harrison-Edwards

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City Clerk, Judy Piercy



City Council Work Session  
Tuesday, January 16, 2024 at 6:00 p.m.  
City Municipal Building  
Minutes

**Present**

Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Steven White, Debbie Gump, Herb Curtis, City Manager Nate Stansberry, City Clerk Judy Piercy, Finance Manager Joe Solberg, Chief Jimmy Suttle, Building/Code/Zoning Enforcement Officer Marty Lewis, Street Commissioner Mike Starett.

**Call to Order**

Mayor Harrison-Edwards called the meeting to order at 6:00 p.m.

**Pledge of Allegiance**

Mayor Harrison-Edwards asked everyone to stand for the Pledge of Allegiance.

**Annexation Discussion**

Mayor Harrison-Edwards asked City Manager Stansberry to inform the council of the good news. City Manager Stansberry informed the council that they spoke with a representative from Walmart about annexation, explaining what we wanted to do with the city. Mayor Harrison stated they were to get back with us within a week. Councilman Curtis stated that when discussing annexation with Walmart we should have our City Attorney present. City Manager Stansberry provided the council with a letter that was sent out to twenty or thirty residents along with a map showing the proposed annexed areas. City Manager Stansberry shared a few phone calls that was received from the residents on annexation.

Councilwoman Rogers felt that we needed to hire a marketer to let everyone know what we have to offer and what we can offer. Councilwoman Rogers went on to say that the city never toots its own horn, we have accomplished a lot in the city.

City Manager Stansberry brought the power point he will be presenting at the meeting on Thursday, January 18<sup>th</sup>, 2024 at Peterson School and informed the council if they wanted changes made or addition to please let him know. City Manager Stansberry went through each slide discussing the possibilities and took feedback.

Discussion was had on raising the Municipal Fire Fees going by a flat rate or square footage rate. The agreement between the council was flat rate for the residential municipal fee and square footage for the commercial side. Discussion of the First Due First which will be based on the Municipal Fees and State Code states a reasonable fee. Councilman Curtis asked when the Municipal Fee was raised last, and City



Manager Stanberry stated in 2009. Chief Suttle shared what several other municipalities were charging and felt that square footage for commercial sites would be the best. Street Commissioner Starett commented that in the public he was hearing that the city was not collecting all the Municipal Fees, why would we increase the fees for the citizens that do pay.

City Manager Stansberry and Finance Manager Solberg will be working on the Municipal Fee Ordinance with City Attorney Bailey. Councilwoman Gump would like to show to the public exactly what the \$100 fee does cover and show that it is not covering the entire cost of the service.

## **Public Comment**

City Manager Stansberry thanked Dave Gump for doing such a good job on the Building/Zoning Appeals Committee with the Vanec case. Mr. Gump stated that he thought it was fair for all parties involved.

## **City Manager Update**

City Manager Stansberry informed the council of the following:

- The legislature is back in session, and they have Special Economic Development Funds, and he would like to apply for the Riverfront Park Project. City Manager Stansberry would like to create a mini business park on the water plant property. In the small business park approximately eight structures for \$10,000. City Manager Stansberry met with Chamber of Commerce Chris Bailey, and EDA Director Ray Smith. Mayor Harrison-Edwards informed the structure would be \$10,000 and another \$10,000 to \$15,000 to do a study. Councilman Curtis stated that he was not against the idea, but we have too many things going on that we need to take care of. City Manager Stansberry respected his answer and asked if the Chamber of Commerce and EDA could continue looking into the process. Councilman Curtis stated if the city is not involved.
- Went over the Animal Control Budget and stated that we are over the budget and gave the cost of travel and having the felines spayed or neutered. City Manager Stansberry expressed that the program was a success, and the feline cats are being taken care of. The council agreed with the support of the program.
- City Manager Stansberry informed the council that the sales tax was down from last year.

## **Adjournment**



Councilwoman Gump made a motion seconded by Councilwoman Rogers to **adjourn** at 7:42 p.m. **Motion carried.**

Attest:

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Mayor, Kim Harrison-Edwards

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City Clerk, Judy Piercy



CITY OF WESTON BOARDS/COMMISSIONS

APPLICATION

Name: Audrey Burkett

Address: 2048 Elk City Rd

Jane Lew, WV 26378

Telephone: (Home) \_\_\_\_\_ (Cell) (304)517-0685

Please mark each board/commission you wish to be considered.

- Planning Commission
- Weston Fine Arts Committee
- Historical Landmarks Commission
- Fairs and Festival Committee
- Board of Parks and Recreation
- Municipal Fee Appeals Board
- Board of Zoning Appeals
- Weston Cemetery Board
- Weston Codes Appeal Board
- Weston Tree Commission

Please provide a detailed summary of your experience, education and/or training that would contribute to the board and/or commission you are requesting appointment:

Born and raised in Lewis County. I am interested in aiding our community in preserving our  
landmarks/buildings. Education: Bachelor's of Business Administration, Accounting; Master's of  
Arts, Leadership Studies - Non-Profit Organizations.

Audrey Burkett


12/28/2023

Signature

Date

This application will be reviewed by the City of Weston Council. You will be contacted after the Council has rendered a decision. We appreciate your interest in assisting your local government!

Revised 9/7/23

*Weston, the  of West Virginia*

102 W. Second Street  
Weston, WV 26452

P 304.269.6141  
F 304.269.7842

Kim Harrison  
Mayor

CITY OF WESTON BOARDS/COMMISSIONS

APPLICATION

Name: Rebecca Young

Address: 855 Cemetery St.  
Weston, WV 26452

Telephone: (Home) 681-433-9502 (Cell) 681-433-9502

Please mark each board/commission you wish to be considered.

Planning Commission

Weston Fine Arts Committee

Historical Landmarks Commission

Fairs and Festivals Committee

Board of Parks and Recreation

Municipal Appeals Board

Board of Zoning Appeals

Weston Cemetery Board

Weston Housing Authority

Tree Board

Please provide a detailed summary of your experience, education and/or training that would contribute to the board and/or commission you are requesting appointment:

I earned my BA in History and have also been  
interested in local history. I am also a member of  
Hackers Creek Pioneer Descendants



Signature

1-10-24

Date

This application will be reviewed by the City of Weston Council. You will be contacted after the Council has rendered a decision. We appreciate your interest in assisting your local government.



To Whom it may concern,

I am writing to officially resign as a City of Weston Board of Parks and Recreation member, effective January 23, 2024. I have thoroughly considered this decision, and after much reflection, I believe it is the right time to step down from my responsibilities.

Thank you for the trust you have placed in me. It has been a privilege to work alongside such dedicated individuals. I wish the entire board and the City of Weston continued success.

Sincerely,

A handwritten signature in blue ink that reads "Laura Anderson". The signature is written in a cursive style with a large initial "L".

Laura Anderson



**CITY OF WESTON BOARDS/COMMISSIONS**

**APPLICATION**

Name: Miranda Hawkins  
Address: 607 Lynn Ave.  
Weston, WV 26452  
Telephone: (Home) N/A (Cell) (304)871-4248

Please mark each board/commission you wish to be considered.

- Planning Commission
- Weston Fine Arts Committee
- Historical Landmarks Commission
- Fairs and Festival Committee
- Board of Parks and Recreation
- Municipal Appeals Board
- Board of Zoning Appeals
- Weston Cemetery Board
- Weston Codes Appeal Board

Please provide a detailed summary of your experience, education and/or training that would contribute to the board and/or commission you are requesting appointment:

- Lifelong resident of Lewis County
- BA in Elementary Education K-6 (Glennville State)
- Certified Insurance Service Representative at Bray and Oakley Insurance d.b.a. Pamsey Insurance in Weston
- Have an 11 year old child in Lewis County schools

Miranda Hawkins

Signature

11-29-2023

Date

This application will be reviewed by the City of Weston Council. You will be contacted after the Council has rendered a decision. We appreciate your interest in assisting your local government!

Revised 7/1/2021



**CITY OF WESTON BOARDS/COMMISSIONS**

**APPLICATION**

Name: Guillermo Cid

Address: 204 Wildwood Dr  
Horner WV 26372

Telephone: (Home) \_\_\_\_\_ (Cell) 681 495 8088

Please mark each board/commission you wish to be considered.

- Planning Commission
- Weston Fine Arts Committee
- Historical Landmarks Commission
- Fairs and Festival Committee
- Board of Parks and Recreation
- Municipal Fee Appeals Board
- Board of Zoning Appeals
- Weston Cemetery Board
- Weston Codes Appeal Board
- Weston Tree Commission

Please provide a detailed summary of your experience, education and/or training that would contribute to the board and/or commission you are requesting appointment:

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01 29 2024

Signature

Date

This application will be reviewed by the City of Weston Council. You will be contacted after the Council has rendered a decision. We appreciate your interest in assisting your local government!

Revised 9/7/23

*Jpierncy@cityofwestonwv.com*

Weston, the of West Virginia

102 W. Second Street  
Weston, WV 26452

P 304.269.6141  
F 304.269.7842

Kim Harrison  
Mayor



# The International Society of Arboriculture

Hereby Announces That

*Guillermo Cid*

Has Earned the Credential

## ISA Certified Arborist Utility Specialist®

By successfully meeting ISA Certified Arborist Utility Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan  
CEO & Executive Director

16 May 2017

30 June 2026

PD-2563AU

Issue Date

Expiration Date

Certification Number





7K11  
1900 Kanawha Boulevard East  
Building 3, Suite 600  
Charleston, West Virginia, 25305  
(800) 982-3386 • (304) 558-2234  
westvirginia.gov

January 17, 2024

Kim Harrison-Edwards  
City of Weston  
212 East 5<sup>th</sup> Street  
Weston, WV 26452

Dear Mayor Harrison-Edwards,

Congratulations! After a review of all the applications and on-site visits, the City of Weston has been chosen for the newest group on West Virginia OnTRAC Communities.

As an OnTRAC community, you will receive the support and education regarding the Main Street Approach to downtown revitalization. This approach has been utilized for over forty years in communities across the country to successfully revitalize their historic downtowns.

Within the next few weeks, we will be in touch with a detailed calendar for the next year. This will include a Main Street 101 Training and a Four Point Approach via Zoom, an Assessment Visit by four Main Street professionals in each of the Four Points of Main Street, as well as an on-site work plan training held by West Virginia Main Street staff.

Please feel free to contact me if you have any questions regarding the program or the next steps in the OnTRAC process.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Brennan". The signature is written in a cursive style with a large, prominent "J" and "B".

Jennifer Brennan  
West Virginia Main Street/OnTRAC Coordinator

WESTON SANITARY BOARD  
702 N. MAIN AVENUE  
WESTON, WV 26452  
304-269-1300

COUNCIL REPORT-FEBRUARY 2024

**PROJECT UPDATES**

PHASE I PROJECT

- LTCP has been review by WSB and submitted to DEP for review and approval.

PHASE II PROJECT

- The Facility Plan is being prepared by POTESTA
- Updated Engineering Agreement has been prepared and sent to Mayor for Signature
- Part of the funding for this project is a WDA Economic Enhancement Grant. One of the conditions of this grant require that the project be bid to the contractor by the end of December 2024.
- POTESTA has started the design of the Drying Beds

PLANT

- Plowed snow
- Replaced Control Panel for HVAC system in Filter Building
- Cleaned Garage Storage Room
- Several Days of Clarifiers and Returns being frozen
- General Maintenance
- Daily Samples
- Chlorine Delivery
- Monthly DEP Reporting
- Meeting with Vendors

COLLECTION

- Miss Utility on Mark-outs
- Several Jet Calls

JJET CALLS

24 Total 12 Main Line 12 Laterals

## PUMPS

- Pulled Pumps @ Bendale, Kincheloe, Freemans Creek, Station 7
- Worked on Control Panels at Freemans Creek and DOH
- Vacced out Jordanville

## DIRECTOR/OFFICE

- Worked with Accountant on PSC Annual Report
- Working with Auditor on Audits
- Assisting Accountant with Rate Analysis
- Meeting with City Manager/Finance Manager on Finance Issues of WSB
- Working with City Manager and Customers on Requested Main Line Extensions
- Covering front office as staff had family issues
- Will be submitting over 80 Water Terminations 2.5.24
- Mailed over 3200 customer Bills to Residents in January
- Mailed out over 575 Past Due/Termination Letters to Customers
- Mailed out 133 2<sup>nd</sup> Termination Notifications for 2.5.24
- Ongoing Discussions/Meetings with Potesta regarding Phase II Sludge Removal Project
- Multiple Past Due Phone Calls and Follow-Up Calls made
- Negotiating with customers for Deferred Payment Arrangements
- Weekly Department Head Meetings with City Manager/City Clerk
- Monthly Adjustments
- Accounts Payable
- Payroll Reports
- Daily/Monthly Reports
- PEIA Maintenance and Billing
- PERS Reporting/Billing
- Daily/Weekly conversations with Engineers/Region 7 regarding project
- Working with customers to obtain assistance from Mountaineer Rental for past due WSB Bills
- Taking calls for Plant to help alleviate extra work for guys at plant

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Dee Evans, Director

**CITY OF WESTON**  
**Profit & Loss**  
July 2023 through January 2024

Jul '23 - Jan 24

Ordinary Income/Expense

Income

301.000 · PROPERTY (AD VALOREM) TAXES	256,595.53
302.000 · TAX PENALTIES & INTEREST	4,730.82
303.000 · GAS & OIL SERVANCE TAX	40,398.42
304.000 · EXCISE TAX ON UTILITIES	121,066.78
305.000 · B & O TAX	463,399.17
306.000 · WINE & LIQUOR TAX (WLP)	42,698.39
307.000 · ANIMAL CONTROL TAX	968.70
314.000 · Sales Tax Revenue	448,517.55
320.000 · FINES, FEES & COURT COSTS	5,992.00
321.000 · PARKING VIOLATIONS	20.00
325.000 · LICENSES	9,893.93
326.000 · PERMIT FEES	8,549.56
328.000 · FRANCHISE FEES	18,775.25
330.000 · IRP FEES	76,212.80
340.000 · Parks & Rec Revenues	430.00
341.000 · MUNICIPAL SERVICE FEES	209,394.25
342.000 · PARKING METER REVENUES	70.00
343.000 · OFF STREET PARKING	425.00
345.000 · Rents, Royalties, & Concessions	-400.00
366.000 · STATE GOVERNMENT GRANTS	86,964.88
376.000 · VIDEO LOTTERY/GAMBLING INCOME	6,265.34
381.000 · REIMBURSEMENTS	27,907.76
383.000 · SALE OF FIXED ASSETS	999.00
389.000 · ACCIDENT REPORTS/INCIDENT	1,690.00
397.000 · Video Lottery (LVL)	13,649.15

Total Income

1,845,214.28

Gross Profit

1,845,214.28

Expense

409.000 · MAYOR'S OFFICE	
409.103 · MAYOR'S OFFICE OFFICIALS SALARIE	3,500.00
409.104 · MAYOR'S OFFICE PAYROLL TAXES	267.75
Total 409.000 · MAYOR'S OFFICE	<u>3,767.75</u>
410.00 · CITY COUNCIL	
410.103 · CITY COUNCIL OFFICAL'S SALARIES	5,600.00
410.104 · CITY COUNCIL PAYROLL TAXES	428.40
410.341 · CITY COUNCIL MATERIALS & SUPPLY	60.00
410.568 · CITY COUNCIL CONTRIBUTIONS	1,000.00
Total 410.00 · CITY COUNCIL	<u>7,088.40</u>
412.000 · CITY MANAGER	
412.103 · CITY MANAGER WAGES	38,865.16
412.104 · CITY MANAGER-PAYROLL TAXES	2,909.36
412.221 · CITY MANAGER TRAINING AND ED	38.39
Total 412.000 · CITY MANAGER	<u>41,812.91</u>



**CITY OF WESTON**  
**Profit & Loss**  
July 2023 through January 2024

	<u>Jul '23 - Jan 24</u>
413.237 · TREASURER'S FEES AND TAXES	0.00
414.000 · FINANCE OFFICE	
414.103 · FINANCE OFFICE WAGES	39,820.77
414.104 · FINANCE DEPT PAYROLL TAXES	2,956.51
414.214 · FINANCE DEPT TRAVEL	310.06
414.218 · FINANCE DEPT / POSTAGE	946.11
414.220 · FINANCE LEGAL FEES AND ADVICE	170.00
414.221 · FINANCE DEPT / TRAINING AND ED.	300.00
414.230 · FINANCE DEPT CONTRACT SERV	3,838.59
414.237 · FINANCE OTHER FEES & TAXES	2,371.30
414.341 · FINANCE DEPT / SUPPLIES	395.36
Total 414.000 · FINANCE OFFICE	<u>51,108.70</u>
415.000 · CITY CLERK'S OFFICE	
415.103 · CITY CLERK'S OFFICE - WAGES	40,438.64
415.104 · CITY CLERK'S OFFICE-PAYROLL TAX	3,065.89
415.218 · CITY CLERK'S POSTAGE	1,320.00
415.222 · CITY CLERK'S DUES & SUBSCRIPTIO	35.00
415.341 · CITY CLERKS SUPPLIES & MATERIAL	109.94
Total 415.000 · CITY CLERK'S OFFICE	<u>44,969.47</u>
416.000 · POLICE JUDGE'S OFFICE	
416.103 · POLICE JUDGE'S OFFICAL'S SALARY	4,550.00
416.104 · POLICE JUDGE'S PAYROLL TAX	348.11
Total 416.000 · POLICE JUDGE'S OFFICE	<u>4,898.11</u>
417.000 · CITY ATTORNEY'S OFFICE	
417.103 · CITY ATTORNEY SALARIES & WAGES	20,410.56
417.104 · CITY ATTORNEY PAYROLL TAXES	1,561.41
417.218 · CITY ATTORNEY POSTAGE	8.56
417.220 · CITY ATTORNEY LEGAL FEES ADVICE	12,330.13
417.222 · CITY ATTORNEY DUES AND SUBSCRIP	1,814.12
417.223 · CITY ATTORNEY PROFESSION SERVIC	1,200.00
Total 417.000 · CITY ATTORNEY'S OFFICE	<u>37,324.78</u>
435.000 · REGIONAL DEVELOPMENT AUTHORITY	
435.222 · REGIONAL DEV AUTHORITY-DUES&SUB	4,545.00
Total 435.000 · REGIONAL DEVELOPMENT AUTHORITY	<u>4,545.00</u>
436.000 · BUILDING AND CODE	
436.103 · CODE ENFORCEMENT WAGES	24,833.64
436.104 · CODE ENFORCEMENT-PAYROLL TAX	1,858.51
436.217 · CODE ENFORMENT VEHICLE MAINT	3,038.19
436.218 · CODE ENFORCEMENT POSTAGE	678.60
436.220 · CODE ENFORCEMENT LEGAL ADS	337.71
436.221 · CODE ENFORCEMENT TRAINING & ED	855.55
436.222 · CODE ENFORCEMENT / DUES & SUB	66.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC	
436.600 · CODE ENFORCEMENT TREE REMOVAL	2,975.00
436.601 · CODE ENFORCEMENT DEMOLITION SER	108,610.42

**CITY OF WESTON**  
**Profit & Loss**  
July 2023 through January 2024

	Jul '23 - Jan 24
436.602 · CODE ENFORCEMENT MOWING	8,160.00
Total 436.230 · CODE ENFORCEMENT CONTRACT SVC	119,745.42
436.341 · CODE ENFORCEMENT SUPPLIES	216.30
436.343 · CODE ENFORCEMENT FUEL	434.36
436.345 · CODE ENFORCEMENT / UNIFORMS	77.97
436.650 · spayed and neutered FELINE	1,575.07
Total 436.000 · BUILDING AND CODE	153,717.32
438.000 · ELECTIONS	
438.221 · POLL WORKING TRAINING	100.00
Total 438.000 · ELECTIONS	100.00
440.000 · CITY HALL	
440.105 · CITY HALL CONTRIBUTION INSURANC	115,510.82
440.106 · CITY HALL / CPRB CONTRIBUTIONS	17,240.74
440.112 · CITY HALL WORKERS COMP	27,720.00
440.113 · CITY HALL / EYE & DENTAL INS	7,526.96
440.114 · COMMERCIAL LIABILITY INS	66,629.00
440.115 · CITY HALL / COLONIAL INS	0.00
440.211 · CITY HALL TELEPHONE	5,492.49
440.213 · CITY HALL UTILITIES	
440.250 · CITY HALL GAS UTILITY	1,401.62
440.251 · CITY HALL WATER	754.15
440.252 · CITY HALL SANITARY SEWAGE	228.04
440.253 · CITY HALL ELECTRIC	3,084.98
440.213 · CITY HALL UTILITIES - Other	746.86
Total 440.213 · CITY HALL UTILITIES	6,215.65
440.215 · CITY HALL M & R BLDGS & GROUNDS	530.00
440.220 · CITY HALL - ADVERTISING	2,239.76
440.221 · CITY HALL TRAINING / TUITION	334.41
440.222 · CITY HALL DUES & SUBS	806.09
440.229 · CITY HALL COMPUTER SER & SOFTWA	13,272.92
440.230 · CITY HALL CONTRACTED SERVICES	
440.601 · City Hall Copler	4,556.32
440.230 · CITY HALL CONTRACTED SERVICES - Other	1,022.80
Total 440.230 · CITY HALL CONTRACTED SERVICES	5,579.12
440.232 · CITY HALL BANK CHARGES	2,009.77
440.236 · CITY H ALL PROPERTY TAXES	1,142.76
440.240 · CITY HALL REFUNDS/REIMBURSEMENT	0.00
440.341 · CITY HALL SUPPLIES & MATERIALS	3,707.45
440.457 · CIT HALL CAPITAL OUTLAY BUILDIN	1,080.00
440.600 · CITY HALL HUBCAP	22.93
440.000 · CITY HALL - Other	32.11
Total 440.000 · CITY HALL	277,092.98
700.000 · POLICE DEPARTMENT	
700.103 · POLICE SALARIES & WAGES	173,965.84
700.104 · POLICE PAYROLL TAXES	11,035.46

**CITY OF WESTON**  
**Profit & Loss**  
July 2023 through January 2024

	<b>Jul '23 - Jan 24</b>
700.106 · POLICE RETIREMENT CPRB	9,899.47
700.107 · POLICE CONTRIBUTION TO PENSION	11,857.56
700.211 · POLICE TELEPHONE	3,683.48
700.216 · POLICE M & R EQUIPMENT	1,757.97
700.217 · POLICE M & R AUTOS/TRUCKS	8,001.54
700.218 · POLICE POSTAGE	277.14
700.221 · POLICE TRAINING & EDUCATION	4,753.84
700.222 · POLICE DUES & SUBSCRIPTION	6,244.00
700.229 · POLICE COURT COST & DAMAGES	1,650.00
700.230 · POLICE CONTRACTED SERVICES	50.00
700.323 · POLICE / COMPUTER SOFTWARE	1,523.00
700.341 · POLICE SUPPLIES & MATERIALS	4,300.51
700.343 · POLICE FUEL, OIL & TIRES	8,077.26
700.345 · POLICE UNIFORMS	2,536.35
700.350 · POLICE - K-9 EXPENSES	3,569.72
700.459 · POLICE CAPITAL OUTLAY	7,523.39
<b>Total 700.000 · POLICE DEPARTMENT</b>	<b>260,706.53</b>
<b>706.000 · FIRE DEPARTMENT</b>	
706.103 · FIRE DEPT SALARIES & WAGES	133,808.84
706.104 · FIRE DEPT PAYROLL TAXES	5,204.44
706.106 · FIRE DEPT RETIREMENT CPRB	4,614.54
706.107 · FIRE DEPT CONTRIBUTION TO PENS	17,620.54
706.114 · FIRE DEPARTMENT VFD INSURANCE	28,123.26
706.211 · FIRE DEPT TELEPHONE	2,605.32
706.213 · FIRE DEPT UTILITIES	
706.250 · FIRE DEPT GAS UTILITY	2,394.46
706.251 · FIRE DEPT WATER	240.32
706.252 · FIRE DEPT SANITARY SEWAGE	142.80
706.253 · FIRE DEPT ELECTRIC	4,689.30
<b>Total 706.213 · FIRE DEPT UTILITIES</b>	<b>7,466.88</b>
706.216 · FIRE DEPT EQUIP MAINT	4,770.39
706.217 · FD VEHICLE MAINTENANCE	486.22
706.223 · F D PROFESSIONAL SERVICES	2,235.00
706.343 · FIRE DEPT GAS & OIL	895.38
706.345 · FIRE DEPT UNIFORMS	2,807.43
706.459 · FD CAPITAL OUTLAY AUTO/EQUIP	36,489.79
<b>Total 706.000 · FIRE DEPARTMENT</b>	<b>247,128.03</b>
<b>711.000 · COMM. CNTR/CNTRL DISPATCH</b>	
711.230 · COMM. CENTER 911 CONTRACTED SER	23,100.00
<b>Total 711.000 · COMM. CNTR/CNTRL DISPATCH</b>	<b>23,100.00</b>
<b>715.000 · FIRE HYDRANTS</b>	
715.213 · FIRE HYDRANTS - UTILITIES	497.97
715.251 · FIRE HYDRANT WATER UTILITY	2,987.82
<b>Total 715.000 · FIRE HYDRANTS</b>	<b>3,485.79</b>
<b>750.000 · STREET DEPARTMENT</b>	

**CITY OF WESTON**  
**Profit & Loss**  
July 2023 through January 2024

	<u>Jul '23 - Jan 24</u>
750.103 · STREETS & HWY SALARIES & WAGES	168,148.81
750.104 · STREETS & HWY PAYROLL TAX	12,500.84
750.213 · STREETS & HWY UTILITIES	
750.250 · STREET DEPT GAS UTILITY	4,171.53
750.251 · STREET DEPT WATER	1,012.90
750.252 · STREET DEPT SANITARY SEWAGE	616.23
750.253 · STREET DEPT / ELECTRIC	1,475.69
750.213 · STREETS & HWY UTILITIES - Other	98.37
<b>Total 750.213 · STREETS &amp; HWY UTILITIES</b>	<b>7,374.72</b>
750.215 · STREETS & HWY BLDG & GROUNDS	3,646.85
750.216 · STREETS & HWY M & R EQUIPMENT	7,777.31
750.217 · STREETS & HWY M & R AUTOS & TRU	6,475.51
750.219 · STREETS & HWY BLDG & EQUIP RENT	765.10
750.230 · STREETS & HWY CONTRACTED SERVIC	
750.232 · STREET DEPT CHRISTMAS LIGHTS	1,097.71
<b>Total 750.230 · STREETS &amp; HWY CONTRACTED SERVIC</b>	<b>1,097.71</b>
750.341 · STREETS & HWY SUPPLIES & MAT	
750.600 · STREET DEPT HOT MIX ASPHALT	5,949.34
750.601 · STREET DEPT STONE	514.08
750.341 · STREETS & HWY SUPPLIES & MAT - Other	668.98
<b>Total 750.341 · STREETS &amp; HWY SUPPLIES &amp; MAT</b>	<b>7,132.40</b>
750.343 · STREETS & HWY FUEL, OIL & TIRES	9,221.74
750.345 · STREET DEPT UNIFORMS	1,509.17
750.459 · STREETS & HWY CAPITAL OUTLAY	35,000.00
<b>Total 750.000 · STREET DEPARTMENT</b>	<b>260,650.16</b>
751.000 · STREET LIGHTS	
751.213 · STREET LIGHTS UTILITIES	40,034.81
<b>Total 751.000 · STREET LIGHTS</b>	<b>40,034.81</b>
752.000 · SIGNS AND SIGNALS	
752.213 · SIGNS & SIGNALS UTILITIES	1,380.53
752.341 · SIGNS & SIGNALS SUPPLIES & MAT	407.00
<b>Total 752.000 · SIGNS AND SIGNALS</b>	<b>1,787.53</b>
753.000 · STREETS SNOW REMOVAL	
753.341 · SNOW REMOVAL SUPPLIES	4,645.89
<b>Total 753.000 · STREETS SNOW REMOVAL</b>	<b>4,645.89</b>
755.000 · STREET CONSTRUCTION	
755.341 · STREET CONST. SUPPLIES	6,195.72
<b>Total 755.000 · STREET CONSTRUCTION</b>	<b>6,195.72</b>
756.000 · STREET CLEANING	
756.341 · ST. CLEANING SUPPLIES	2,640.67
<b>Total 756.000 · STREET CLEANING</b>	<b>2,640.67</b>
757.000 · SIDEWALKS	
757.341 · SIDEWALKS / SUPPLIES	2,155.59
<b>Total 757.000 · SIDEWALKS</b>	<b>2,155.59</b>
805.000 · STORMSEWER	

**CITY OF WESTON**  
**Profit & Loss**  
July 2023 through January 2024

	Jul '23 - Jan 24
805.219 · STORMWATER RENTAL EQUIP	500.00
805.341 · STORM SEWER / SUPPLIES	14,057.74
Total 805.000 · STORMSEWER	14,557.74
900.000 · Parks and Recreation	
900.219 · REC. BUILDING & EQUIPT RENTALS	5,653.00
900.230 · RECREATION CONTRACTED SERVICES	
900.630 · RECREATION MOWING SERVICES	5,340.00
900.230 · RECREATION CONTRACTED SERVICES - Other	2,880.00
Total 900.230 · RECREATION CONTRACTED SERVICES	8,220.00
900.341 · RECREATION SUPPLIES	5,634.45
Total 900.000 · Parks and Recreation	19,507.45
911.000 · HISTORIC LANDMARKS COMMISSION	
911.230 · HISTORICAL COMM. CON. SERVICES	10,166.83
911.600 · HLC - REIMB. & OUTSIDE GRANTS	3,145.73
Total 911.000 · HISTORIC LANDMARKS COMMISSION	13,312.56
950.000 · BEAUTIFICATION	
950.341 · BEAUTIFICATION-SUPPLIES	14,746.99
950.000 · BEAUTIFICATION - Other	-300.00
Total 950.000 · BEAUTIFICATION	14,446.99
952.000 · CEMETERIES	
952.103 · CEMETARY / SALARIES	1,400.00
952.104 · CEMETARY / PAYROLL TAXES	107.10
952.230 · CEMETERIES CONTRACTED SERVICES	
952.600 · Mowing at Machpelah	14,200.00
952.601 · Mowing at Arnold	2,160.00
Total 952.230 · CEMETERIES CONTRACTED SERVICES	16,360.00
952.341 · Cemetary materials & supplies	301.90
Total 952.000 · CEMETERIES	18,169.00
Total Expense	1,558,949.88
Net Ordinary Income	286,264.40
Other Income/Expense	
Other Income	
Management Review	-28.56
Total Other Income	-28.56
Net Other Income	-28.56
Net Income	286,235.84

City of Weston  
Consolidated Fund Balance Sheet  
As of January 31, 2024

<b>001 • General Fund</b>	
Huntington Checking 8454	438,795.18
Huntington Checking 8506 (Payroll Clearing)	56,709.77
Citizens Bank CD 3735 5.36% Mat.05.29.2023	300,000.00
<b>Total General Fund</b>	<b><u>795,504.95</u></b>
<b>002 • Coal Severance Fund</b>	
Huntington Checking 8409	24,961.18
Citizens Bank CD 3734 5.36% Mat.05.29.2023	35,000.00
<b>Total Coal Severance Fund</b>	<b><u>59,961.18</u></b>
<b>003 • Rainy Day Fund</b>	
Huntington Checking 4364	995.16
Citizens Bank CD 3736 5.36% Mat.05.29.2023	100,000.00
<b>Total Rainy Day Fund</b>	<b><u>100,995.16</u></b>
<b>006 • Parks and Recreation Fund</b>	
Huntington Checking 0624	2,347.54
<b>Total Parks and Recreation Fund</b>	<b><u>2,347.54</u></b>
<b>036 • Offset/Holding Account Fund</b>	
Huntington Checking 8823	2,392.89
<b>Total Offset/Holding Account Fund</b>	<b><u>2,392.89</u></b>
<b>037 • Police Equipment Fund</b>	
Huntington Checking 1076	9,918.00
<b>Total Police Equipment Fund</b>	<b><u>9,918.00</u></b>
<b>073 • ARPA Fund</b>	
Citizens Bank Checking 6493	95,778.35
Citizens Bank CD 5.36% Mat.05.29.2023	400,000.00
<b>Total ARPA Fund</b>	<b><u>495,778.35</u></b>
<b>250 • Vacant Structures Fund</b>	
Huntington Checking 0967	5,610.00
Citizens Bank CD 3737 5.36% Mat.05.29.2023	15,000.00
<b>Total Vacant Structures Fund</b>	<b><u>20,610.00</u></b>
<b>510 • K-9 Fund</b>	
Huntington Checking 0149	378.70
<b>Total K-9 Fund</b>	<b><u>378.70</u></b>



CITY OF WESTON  
 GENERAL FUNDS  
 102 W 2ND ST  
 WESTON WV 26452-1601

Have a Question or Concern?

Stop by your nearest  
 Huntington office or  
 contact us at:

1-800-480-2001

www.huntington.com/  
 businessresources

**Huntington Public Funds Analyzed Checking**

**Account: -----8454**

Statement Activity From:  
 01/01/24 to 01/31/24

Days in Statement Period 31

Average Ledger Balance\* 380,323.81  
 Average Collected Balance\* 376,376.88

\* The above balances correspond to the  
 service charge cycle for this account.

<b>Beginning Balance</b>	<b>\$398,498.99</b>
<b>Credits (+)</b>	<b>276,102.44</b>
Regular Deposits	80,145.32
Electronic Deposits	195,957.12
<b>Debits (-)</b>	<b>235,806.25</b>
Regular Checks Paid	58,904.12
Electronic Withdrawals	176,855.83
Service Charges	46.30
<b>Ending Balance</b>	<b>\$438,795.18</b>

**Deposits (+)**

**Account:-----8454**

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
01/24	15,502.06		Brch/ATM	01/24	5,651.21		Brch/ATM
01/24	15,152.03		Brch/ATM	01/24	2,916.64		Brch/ATM
01/24	9,246.51		Brch/ATM	01/24	1,412.90		Brch/ATM
01/24	8,825.83		Brch/ATM	01/24	258.88		Brch/ATM
01/24	6,157.29		Brch/ATM	01/26	9,343.03		Brch/ATM
01/24	5,678.94		Brch/ATM				

**Other Credits (+)**

**Account:-----8454**

Date	Amount	Description
01/03	201.66	INTUIT 75199945 DEPOSIT 240103 524771998921412
01/04	5,140.33	WVTREASURY VENDOR 240104 000000211704 NTE*AUTO2401016797 *PUTT20231226745 53 *000000211704
01/04	135.00	INTUIT 85146445 DEPOSIT 240104 524771998921412
01/05	100.00	INTUIT 91344115 DEPOSIT 240105 524771998921412
01/09	175.00	INTUIT 05774925 DEPOSIT 240109 524771998921412
01/10	164.88	INTUIT 09170245 DEPOSIT 240110 524771998921412
01/11	10.00	INTUIT 14333065 DEPOSIT 240111 524771998921412
01/12	108.00	CAPTURERX PAYABLES 011124 CITYOFWESTON
01/12	20.00	INTUIT 19886905 DEPOSIT 240112 524771998921412
01/16	895.87	WVTREASURY LOTTBLGAME 240116 721020

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**Other Credits (+)**

**Account:-----8454**

Date	Amount	Description
01/16	36.51	WVTREASURY LOTTGRNBRI 240116 721020
01/17	3.00	INTUIT 37430145 DEPOSIT 240117 524771998921412
01/18	25.02	INTUIT 40569285 DEPOSIT 240118 524771998921412
01/19	427.00	INTUIT 44837265 DEPOSIT 240119 524771998921412
01/22	169,951.35	WVTREASURY VENDOR 240122 000000211704 NTE*AUTO2401063247 *2400057970 *000000211704
01/23	14,975.26	WVTREASURY WLP 240123 WLP0223 NTE*AUTO2401065537 *WLP000000000000 85946*
01/23	732.00	INTUIT 56517905 DEPOSIT 240123 524771998921412
01/24	25.00	INTUIT 61446505 DEPOSIT 240124 524771998921412
01/25	354.00	INTUIT 66764145 DEPOSIT 240125 524771998921412
01/26	1,961.24	WVTREASURY LOT LVL CR 240126 621020
01/26	303.00	INTUIT 70234745 DEPOSIT 240126 524771998921412
01/30	203.00	INTUIT 82910975 DEPOSIT 240130 524771998921412
01/31	10.00	INTUIT 87854635 DEPOSIT 240131 524771998921412

**Checks (-)**

**Account:-----8454**

Date	Amount	Check #	Date	Amount	Check #
01/22	1,826.46	18080	01/18	834.77	18135
01/19	3,300.00	18083*	01/23	3,465.00	18136
01/02	280.99	18110*	01/22	4,043.76	18137
01/04	146.41	18111	01/29	272.46	18138
01/26	97.26	18112	01/19	1,500.00	18140*
01/04	180.12	18113	01/23	390.38	18143*
01/04	667.89	18117*	01/22	5,284.66	18144
01/03	1,326.45	18118	01/30	325.55	18145
01/04	43.27	18121*	01/25	496.63	18146
01/08	6,000.00	18122	01/24	188.16	18148*
01/12	120.69	18123	01/25	1,751.88	18149
01/16	1,104.74	18124	01/25	660.47	18150
01/10	208.65	18125	01/22	400.00	18151
01/08	2,859.37	18126	01/29	447.50	18152
01/10	915.50	18127	01/29	765.10	18153
01/22	7,125.00	18134*	01/30	11,875.00	18154

(\* ) Indicates the prior sequentially numbered check(s) may have 1) been voided by you 2) not yet been presented 3) appeared on a previous statement or 4) been included in a list of checks.

**Other Debits (-)**

**Account:-----8454**

Date	Amount	Description
01/02	20.00	INTUIT 77173455 ACCT FEE 240102 524771998921412
01/03	51,700.52	BUS ONL TFR TO CHECKING 010324 XXXXXX8506





**Other Debits (-)**

**Account:-----8454**

Date	Amount	Description
01/03	425.00	BUS ONL TFR TO CHECKING 010324 XXXXXXX0967
01/03	6.70	INTUIT 85706885 TRAN FEE 240103 524771998921412
01/04	4.82	INTUIT 95493835 TRAN FEE 240104 524771998921412
01/04	300.00	EMPOWER EMPOWER 708420493278
01/05	3.45	INTUIT 01682935 TRAN FEE 240105 524771998921412
01/05	240.00	WVTREASURY COURTFEES 240105 MUN1350
01/09	5.85	INTUIT 16174625 TRAN FEE 240109 524771998921412
01/10	6.03	INTUIT 19630325 TRAN FEE 240110 524771998921412
01/11	0.57	INTUIT 24780075 TRAN FEE 240111 524771998921412
01/12	0.89	INTUIT 30306545 TRAN FEE 240112 524771998921412
01/16	12,323.71	U.S. BANK PAYMENT 240112 448473455001746
01/16	46.30	PRIOR MONTH'S SERVICE CHARGES
01/17	45,399.80	BUS ONL TFR TO CHECKING 011724 XXXXXXX8506
01/17	0.35	INTUIT 47852375 TRAN FEE 240117 524771998921412
01/17	1,333.74	WVTREASURY CPRB WEB 240117 F23100
01/17	3,189.34	WVTREASURY CPRB WEB 240117 P23100
01/18	1.05	INTUIT 51037085 TRAN FEE 240118 524771998921412
01/19	14.91	INTUIT 55321425 TRAN FEE 240119 524771998921412
01/23	24.43	INTUIT 67034345 TRAN FEE 240123 524771998921412
01/24	1.05	INTUIT 71927045 TRAN FEE 240124 524771998921412
01/25	11.83	INTUIT 77185285 TRAN FEE 240125 524771998921412
01/26	10.20	INTUIT 80711845 TRAN FEE 240126 524771998921412
01/30	5,634.21	BUS ONL TFR TO CHECKING 013024 XXXXXXX8506
01/30	8,057.71	BUS ONL TFR TO CHECKING 013024 XXXXXXX8506
01/30	7.00	INTUIT 93373565 TRAN FEE 240130 524771998921412
01/31	48,132.10	BUS ONL TFR TO CHECKING 013124 XXXXXXX8506
01/31	0.57	INTUIT 98279405 TRAN FEE 240131 524771998921412

**Balance Activity**

**Account:-----8454**

Date	Balance	Date	Balance	Date	Balance
12/31	398,498.99	01/11	339,084.27	01/24	505,166.38
01/02	398,198.00	01/12	339,090.69	01/25	502,599.57
01/03	344,940.99	01/16	326,548.32	01/26	514,099.38
01/04	348,873.81	01/17	276,628.09	01/29	512,614.32
01/05	348,730.36	01/18	275,817.29	01/30	486,917.85
01/08	339,870.99	01/19	271,429.38	01/31	438,795.18
01/09	340,040.14	01/22	422,700.85		
01/10	339,074.84	01/23	434,528.30		

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**Account: -----8506**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$10,706.70</b>
<b>01/01/24 to 01/31/24</b>		<b>Credits (+)</b>	<b>158,924.34</b>
		Electronic Deposits	158,924.34
<b>Days in Statement Period</b>	<b>31</b>	<b>Debits (-)</b>	<b>112,921.27</b>
		Regular Checks Paid	3,525.71
<b>Average Ledger Balance*</b>	<b>12,101.17</b>	Electronic Withdrawals	100,674.92
<b>Average Collected Balance*</b>	<b>12,101.17</b>	Wire Transfer Debits	8,720.64
		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$56,709.77</b>

\* The above balances correspond to the service charge cycle for this account.

**Other Credits (+)**

**Account:-----8506**

<b>Date</b>	<b>Amount</b>	<b>Description</b>
01/03	51,700.52	BUS ONL TFR FRM CHECKING 010324 XXXXXXXX8454
01/17	45,399.80	BUS ONL TFR FRM CHECKING 011724 XXXXXXXX8454
01/30	8,057.71	BUS ONL TFR FRM CHECKING 013024 XXXXXXXX8454
01/30	5,634.21	BUS ONL TFR FRM CHECKING 013024 XXXXXXXX8454
01/31	48,132.10	BUS ONL TFR FRM CHECKING 013124 XXXXXXXX8454

**Checks (-)**

**Account:-----8506**

<b>Date</b>	<b>Amount</b>	<b>Check #</b>	<b>Date</b>	<b>Amount</b>	<b>Check #</b>
01/02	1,350.68	10108	01/04	2,175.03	10109

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**Other Debits (-)**

**Account:-----8506**

<b>Date</b>	<b>Amount</b>	<b>Description</b>
01/04	11,735.83	ADP Tax ADP Tax 240104 09VJH 010401A01
01/04	37,621.63	ADP WAGE PAY WAGE PAY 240104 944328492819VJH
01/17	6,355.52	WVTREASURY CPRB WEB 240117 X23100
01/18	10,461.24	ADP Tax ADP Tax 240118 09VJH 011803A01

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**Other Debits (-)**

**Account:-----8506**

Date	Amount	Description
01/18	33,152.78	ADP WAGE PAY WAGE PAY 240118 934230426242VJH
01/19	125.57	ADP PAYROLL FEES ADP FEES 240119 782070969559
01/19	245.35	ADP PAYROLL FEES ADP FEES 240119 782070969558
01/30	4,000.53	OUTGOING FEDWIRE TRANSFER - FREEFORM
01/30	4,720.11	OUTGOING FEDWIRE TRANSFER - FREEFORM
01/31	283.00	ADP Tax ADP Tax 240131 09XGX 013104A01
01/31	694.00	ADP Tax ADP Tax 240131 09XKC 013104A01

**Service Charge Summary**

**Account:-----8506**

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

**Balance Activity**

**Account:-----8506**

Date	Balance	Date	Balance	Date	Balance
12/31	10,706.70	01/04	9,524.05	01/19	4,583.39
01/02	9,356.02	01/17	48,568.33	01/30	9,554.67
01/03	61,056.54	01/18	4,954.31	01/31	56,709.77

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**Account: -----8409**

<b>Statement Activity From:</b> 01/01/24 to 01/31/24		<b>Beginning Balance</b>	<b>\$21,089.75</b>
		<b>Credits (+)</b>	<b>3,881.43</b>
		Electronic Deposits	3,881.43
<b>Days in Statement Period</b> 31		<b>Total Service Charges (-)</b>	<b>10.00</b>
		<b>Ending Balance</b>	<b>\$24,961.18</b>
<b>Average Ledger Balance*</b>	21,335.00		
<b>Average Collected Balance*</b>	21,335.00		

\* The above balances correspond to the service charge cycle for this account.

**Other Credits (+)**

**Account:-----8409**

Date	Amount	Description
01/30	3,881.43	WVTREASURY COAL SEV 240130 000000211704 NTE*AUTO2401163622 *COAL000000000000 87113*000000211704

**Service Charge Detail**

**Account:-----8409**

Date	Service Charge (-)	Waives and Discounts (+)	Description
01/16	10.00		BUSINESS ONLINE SERVICE FEES

**Service Charge Summary**

**Account:-----8409**

<b>Previous Month Service Charges (-)</b>	<b>\$10.00</b>
<b>Total Service Charges (-)</b>	<b>\$10.00</b>

**Balance Activity**

**Account:-----8409**

Date	Balance	Date	Balance	Date	Balance
12/31	21,089.75	01/16	21,079.75	01/30	24,961.18

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**Huntington Public Funds Economy Checking**

**Account: -----0624**

Statement Activity From:  
01/01/24 to 01/31/24

Beginning Balance	\$2,347.54
Total Service Charges (-)	0.00
Ending Balance	\$2,347.54

Days in Statement Period 31

Average Ledger Balance\* 2,347.54  
Average Collected Balance\* 2,347.54

\* The above balances correspond to the  
service charge cycle for this account.

**Service Charge Summary**

**Account:-----0624**

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

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**Account: -----0967**

Statement Activity From:  
 01/01/24 to 01/31/24

Days in Statement Period 31  
 Average Ledger Balance\* 5,582.58  
 Average Collected Balance\* 5,582.58

\* The above balances correspond to the  
 service charge cycle for this account.

<b>Beginning Balance</b>	<b>\$5,185.00</b>
<b>Credits (+)</b>	<b>425.00</b>
Electronic Deposits	425.00
<b>Total Service Charges (-)</b>	<b>0.00</b>
<b>Ending Balance</b>	<b>\$5,610.00</b>

**Other Credits (+)**

**Account:-----0967**

Date	Amount	Description
01/03	425.00	BUS ONL TFR FRM CHECKING 010324 XXXXXX8454

**Service Charge Summary**

**Account:-----0967**

Previous Month Service Charges (-)	\$0.00
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

**Balance Activity**

**Account:-----0967**

Date	Balance	Date	Balance	Date	Balance
12/31	5,185.00	01/03	5,610.00		

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**Huntington Public Funds Economy Checking**

**Account: -----0149**

Statement Activity From:  
01/01/24 to 01/31/24

Beginning Balance	\$378.70
Total Service Charges (-)	0.00
Ending Balance	\$378.70

Days in Statement Period 31

Average Ledger Balance\* 378.70  
Average Collected Balance\* 378.70

\* The above balances correspond to the  
service charge cycle for this account.

**Service Charge Summary**

**Account:-----0149**

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

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**Huntington Public Fund Business Premier Savings** **Account: -----8358**

Statement Activity From: 10/01/23 to 12/31/23	Beginning Balance	\$2,471.82
	Credits (+)	0.63
	Interest Earned	0.63
Days in Statement Period	92	
	Total Service Charges (-)	0.00
	Ending Balance	\$2,472.45

Average Percentage Yield Earned this period 0.101%

**Other Credits (+)** **Account:-----8358**

Date	Amount	Description
12/29	0.63	INTEREST PAYMENT

**Service Charge Summary** **Account:-----8358**

Previous Month Service Charges (-)	\$0.00
Total Service Charges (-)	\$0.00

**Balance Activity** **Account:-----8358**

Date	Balance	Date	Balance	Date	Balance
09/30	2,471.82	12/29	2,472.45		

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**Huntington Public Funds Economy Checking**

**Account: -----8823**

<b>Statement Activity From:</b> 01/01/24 to 01/31/24	<b>Beginning Balance</b>	<b>\$2,392.89</b>
	<b>Total Service Charges (-)</b>	<b>0.00</b>
	<b>Ending Balance</b>	<b>\$2,392.89</b>
Days in Statement Period	31	
Average Ledger Balance*	2,392.89	
Average Collected Balance*	2,392.89	

\* The above balances correspond to the service charge cycle for this account.

**Service Charge Summary**

**Account:-----8823**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

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THE HUNTINGTON NATIONAL BANK  
 PO BOX 1558 EA1W37  
 COLUMBUS OH 43216-1558



CITY OF WESTON  
 POLICE EQUIPMENT FUND  
 102 W 2ND ST  
 WESTON WV 26452-1601

*Have a Question or Concern?*

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 contact us at:

1-800-480-2001

[www.huntington.com/  
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**Huntington Public Funds Economy Checking**

**Account: -----1076**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$9,918.00</b>
<b>01/01/24 to 01/31/24</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$9,918.00</b>
Days in Statement Period	31		
Average Ledger Balance*	9,918.00		
Average Collected Balance*	9,918.00		

\* The above balances correspond to the service charge cycle for this account.

**Service Charge Summary**

**Account:-----1076**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

**In the Event of Errors or Questions Concerning Electronic Fund Transfers** (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name, your business's name (if appropriate) and the Huntington account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. We will investigate your complaint or question and will correct any error promptly.

**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

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**Huntington Public Funds Economy Checking**

**Account: -----4364**

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$995.16</b>
<b>01/01/24 to 01/31/24</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$995.16</b>
Days in Statement Period	31		
Average Ledger Balance*	995.16		
Average Collected Balance*	995.16		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

**Account:-----4364**

<b>Previous Month Service Charges (-)</b>	<b>\$0.00</b>
<b>Total Service Charges (-)</b>	<b>\$0.00</b>

**In the Event of Errors or Questions Concerning Electronic Fund Transfers** (electronic deposits, withdrawals, transfers, payments, or purchases), please call either 1-614-480-2001 or call toll free 1-800-480-2001, or write to The Huntington National Bank Research - EA4W61, P.O. Box 1558, Columbus, Ohio 43216 as soon as you can, if you think your statement or receipt is wrong or if you need more information about an electronic fund transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

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**Verification of Electronic Deposits** If you authorized someone to make regular electronic fund transfers of money to your account at least once every sixty days, you can find out whether or not the deposit has been received by us, call either 1-614-480-2001 or call toll free 1-800-480-2001.

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1:34 PM  
02/01/24  
Cash Basis

### CITY OF WESTON Vacant Structures Fees Paid January 2024

Type	Date	Num	Name	Memo	Paid Amount
Invoice	01/08/2024	24	MAIN 428 WV HOUSING DEVELOPMENT FUND	vacant or partially vacant building	150.00
326,000 - PERMIT FEES					150.00
Total 326,000 - PERMIT FEES					150.00
<b>TOTAL</b>					<b>150.00</b>

**CITY OF WESTON**  
**Check Detail**  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt-Check		01/01/2024	Greer Industries, Inc.		101.1 - GENERAL FUNDS 01521008454		0.00
Deposit		01/01/2024	Greer Industries, Inc.		201 - ACCOUNTS PAYABLE	0.00	-1,293.28
TOTAL						0.00	-1,293.28
Check	ACH	01/03/2024	Vacant Structures Fund		101.1 - GENERAL FUNDS 01521008454	-425.00	-425.00
TOTAL						-425.00	425.00
Check	ACH	01/04/2024	Empower Retirement		101.1 - GENERAL FUNDS 01521008454	-300.00	-300.00
TOTAL						-300.00	300.00
Check	ACH	01/05/2024	WV Court Fees		101.1 - GENERAL FUNDS 01521008454	-240.00	-240.00
TOTAL						-240.00	240.00
Check	ACH	01/16/2024	US Bank		101.1 - GENERAL FUNDS 01521008454	-12,323.71	-12,323.71
TOTAL						-12,323.71	12,323.71
Check	ACH	01/16/2024	Huntington National Bank		101.1 - GENERAL FUNDS 01521008454	-46.30	-46.30
TOTAL						-46.30	46.30
Check	ACH	01/17/2024	CPRB		101.1 - GENERAL FUNDS 01521008454	-866.87	-866.87
TOTAL						-866.87	866.87
Check	ACH	01/17/2024	CPRB		101.1 - GENERAL FUNDS 01521008454	-666.87	-666.87
TOTAL						-666.87	666.87
Check	ACH	01/17/2024	CPRB		101.1 - GENERAL FUNDS 01521008454	-1,333.74	-1,333.74
TOTAL						-1,333.74	1,333.74
Check	ACH	01/17/2024	CPRB		101.1 - GENERAL FUNDS 01521008454	-3,189.34	-3,189.34
TOTAL						-3,189.34	3,189.34
Check	ACH	01/17/2024	CPRB		101.1 - GENERAL FUNDS 01521008454	-1,594.67	-1,594.67
TOTAL						-1,594.67	1,594.67

**CITY OF WESTON**  
**Check Detail**  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL					700.106 - POLICE RETIREMENT CPRB	-1,594.67 -3,189.34	1,594.67 3,189.34
Check	CCADJ	01/02/2024			101.1 - GENERAL FUNDS 01521008454	-6.70	-6.70
TOTAL					440.232 - CITY HALL BANK CHARGES	-6.70	6.70 6.70
Check	CCADJ	01/03/2024			101.1 - GENERAL FUNDS 01521008454	-4.82	-4.82
TOTAL					440.232 - CITY HALL BANK CHARGES	-4.82	4.82 4.82
Check	CCADJ	01/04/2024			101.1 - GENERAL FUNDS 01521008454	-3.45	-3.45
TOTAL					440.232 - CITY HALL BANK CHARGES	-3.45	3.45 3.45
Check	CCADJ	01/08/2024			101.1 - GENERAL FUNDS 01521008454	-5.85	-5.85
TOTAL					440.232 - CITY HALL BANK CHARGES	-5.85	5.85 5.85
Check	CCADJ	01/09/2024			101.1 - GENERAL FUNDS 01521008454	-6.03	-6.03
TOTAL					440.232 - CITY HALL BANK CHARGES	-6.03	6.03 6.03
Check	CCADJ	01/10/2024			101.1 - GENERAL FUNDS 01521008454	-0.57	-0.57
TOTAL					440.232 - CITY HALL BANK CHARGES	-0.57	0.57 0.57
Check	CCADJ	01/11/2024			101.1 - GENERAL FUNDS 01521008454	-0.89	-0.89
TOTAL					440.232 - CITY HALL BANK CHARGES	-0.89	0.89 0.89
Check	CCADJ	01/16/2024			101.1 - GENERAL FUNDS 01521008454	-0.35	-0.35

CITY OF WESTON  
Check Detail  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL					440.232 - CITY HALL BANK CHARGES	-0.35	0.35
Check	CCADJ	01/17/2024			101.1 - GENERAL FUNDS 01521008454	-1.05	-1.05
TOTAL					440.232 - CITY HALL BANK CHARGES	-1.05	1.05
Check	CCADJ	01/18/2024			101.1 - GENERAL FUNDS 01521008454	-14.91	-14.91
TOTAL					440.232 - CITY HALL BANK CHARGES	-14.91	14.91
Check	CCADJ	01/22/2024			101.1 - GENERAL FUNDS 01521008454	-24.43	-24.43
TOTAL					440.232 - CITY HALL BANK CHARGES	-24.43	24.43
Check	CCADJ	01/23/2024			101.1 - GENERAL FUNDS 01521008454	-1.05	-1.05
TOTAL					440.232 - CITY HALL BANK CHARGES	-1.05	1.05
Check	CCADJ	01/24/2024			101.1 - GENERAL FUNDS 01521008454	-11.83	-11.83
TOTAL					440.232 - CITY HALL BANK CHARGES	-11.83	11.83
Check	CCADJ	01/25/2024			101.1 - GENERAL FUNDS 01521008454	-10.20	-10.20
TOTAL					440.232 - CITY HALL BANK CHARGES	-10.20	10.20
Check	CCADJ	01/29/2024			101.1 - GENERAL FUNDS 01521008454	-7.00	-7.00
TOTAL					440.232 - CITY HALL BANK CHARGES	-7.00	7.00
Check	CCADJ	01/30/2024			101.1 - GENERAL FUNDS 01521008454	-0.57	-0.57

**CITY OF WESTON**  
**Check Detail**  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL					440.232 - CITY HALL BANK CHARGES	-0.57	0.57
						-0.57	0.57
Bill Pmt -Check	18122	01/03/2024	Aster Oilfield Services		101.1 - GENERAL FUNDS 01521008454		-6,000.00
Bill		12/20/2023			436.601 - CODE ENFORCEMENT DEMOLITION SI	-300.00	300.00
Bill		12/20/2023			436.601 - CODE ENFORCEMENT DEMOLITION SI	-5,700.00	5,700.00
TOTAL						-6,000.00	6,000.00
Bill Pmt -Check	18123	01/03/2024	AT&T Mobility (FirstNet)		101.1 - GENERAL FUNDS 01521008454		-120.69
Bill		12/11/2023			706.211 - FIRE DEPT TELEPHONE	-120.69	120.69
TOTAL						-120.69	120.69
Bill Pmt -Check	18124	01/03/2024	Fire Reascue Tactical		101.1 - GENERAL FUNDS 01521008454		-1,104.74
Bill		12/12/2023			706.345 - FIRE DEPT UNIFORMS	-949.43	949.43
Bill		12/12/2023			706.345 - FIRE DEPT UNIFORMS	-155.31	155.31
TOTAL						-1,104.74	1,104.74
Bill Pmt -Check	18125	01/03/2024	Hardman Trucking Inc		101.1 - GENERAL FUNDS 01521008454		-208.65
Bill		12/29/2023			950.341 - BEAUTIFICATION-SUPPLIES	-208.65	208.65
TOTAL						-208.65	208.65
Bill Pmt -Check	18126	01/03/2024	Mon Power Electric		101.1 - GENERAL FUNDS 01521008454		-2,899.37
Bill		12/29/2023			752.213 - SIGNS & SIGNALS UTILITIES	-25.62	25.62
Bill		12/29/2023			751.213 - STREET LIGHTS UTILITIES	-12.94	12.94
Bill		12/29/2023			752.213 - SIGNS & SIGNALS UTILITIES	-25.76	25.76
Bill		12/29/2023			752.213 - SIGNS & SIGNALS UTILITIES	-34.16	34.16
Bill		12/29/2023			440.253 - CITY HALL ELECTRIC	-481.96	481.96
Bill		12/29/2023			751.213 - STREET LIGHTS UTILITIES	-283.29	283.29
Bill		12/29/2023			752.213 - SIGNS & SIGNALS UTILITIES	-80.30	80.30
Bill		12/29/2023			751.213 - STREET LIGHTS UTILITIES	-867.26	867.26
Bill		12/29/2023			751.213 - STREET LIGHTS UTILITIES	-49.32	49.32
Bill		12/29/2023			752.213 - SIGNS & SIGNALS UTILITIES	-20.36	20.36
Bill		12/29/2023			750.253 - STREET DEPT / ELECTRIC	-61.01	61.01
Bill		12/29/2023			750.253 - STREET DEPT / ELECTRIC	-156.84	156.84
Bill		12/29/2023			751.213 - STREET LIGHTS UTILITIES	-5.60	5.60



**CITY OF WESTON**  
**Check Detail**  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		12/29/2023			752.213 · SIGNS & SIGNALS UTILITIES	-25.62	25.62
Bill		12/29/2023			751.213 · STREET LIGHTS UTILITIES	-46.48	46.48
Bill		12/29/2023			751.213 · STREET LIGHTS UTILITIES	-29.96	29.96
Bill		12/29/2023			706.253 · FIRE DEPT ELECTRIC	-596.17	596.17
Bill		12/29/2023			706.253 · FIRE DEPT ELECTRIC	-56.72	56.72
<b>TOTAL</b>						<b>-2,859.37</b>	<b>2,859.37</b>
Bill Pmt -Check	18127	01/03/2024	Shential		101.1 · GENERAL FUNDS 01521008454	-915.50	-915.50
Bill		12/29/2023			440.211 · CITY HALL TELEPHONE	-915.50	915.50
<b>TOTAL</b>						<b>-915.50</b>	<b>915.50</b>
Bill Pmt -Check	18134	01/18/2024	Aster Oilfield Services		101.1 · GENERAL FUNDS 01521008454	-7,125.00	-7,125.00
Bill		01/12/2024			436.601 · CODE ENFORCEMENT DEMOLITION SI	-7,125.00	7,125.00
<b>TOTAL</b>						<b>-7,125.00</b>	<b>7,125.00</b>
Bill Pmt -Check	18135	01/18/2024	Citizens Bank of Weston, Inc.		101.1 · GENERAL FUNDS 01521008454	-834.77	-834.77
Bill		01/12/2024			700.459 · POLICE CAPITAL OUTLAY	-834.77	834.77
<b>TOTAL</b>						<b>-834.77</b>	<b>834.77</b>
Bill Pmt -Check	18136	01/18/2024	Encova Insurance		101.1 · GENERAL FUNDS 01521008454	-3,465.00	-3,465.00
Bill		01/12/2024			440.112 · CITY HALL WORKERS COMP	-3,465.00	3,465.00
<b>TOTAL</b>						<b>-3,465.00</b>	<b>3,465.00</b>
Bill Pmt -Check	18137	01/18/2024	Fubar Enterprises		101.1 · GENERAL FUNDS 01521008454	-4,043.76	-4,043.76
Bill		12/27/2023			700.217 · POLICE M & R AUTOS/TRUCKS	-2,066.88	2,066.88
Bill		12/27/2023			700.217 · POLICE M & R AUTOS/TRUCKS	-1,976.88	1,976.88
<b>TOTAL</b>						<b>-4,043.76</b>	<b>4,043.76</b>
Bill Pmt -Check	18138	01/18/2024	Hart Office		101.1 · GENERAL FUNDS 01521008454	-272.46	-272.46
Bill		12/27/2023			440.601 · City Hall Copier	-272.46	272.46
<b>TOTAL</b>						<b>-272.46</b>	<b>272.46</b>
Bill Pmt -Check	18139	01/18/2024	Hope Gas		101.1 · GENERAL FUNDS 01521008454	-4,540.32	-4,540.32

**CITY OF WESTON**  
**Check Detail**  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		12/27/2023			706.250 · FIRE DEPT GAS UTILITY	-873.50	873.50
Bill		12/28/2023			706.250 · FIRE DEPT GAS UTILITY	-399.21	399.21
Bill		12/28/2023			750.250 · STREET DEPT GAS UTILITY	-484.02	484.02
Bill		12/28/2023			750.250 · STREET DEPT GAS UTILITY	-1,295.54	1,295.54
Bill		12/28/2023			750.250 · STREET DEPT GAS UTILITY	-664.57	664.57
Bill		12/28/2023			440.250 · CITY HALL GAS UTILITY	-823.48	823.48
TOTAL						-4,540.32	4,540.32
Bill Pmt -Check	18140	01/18/2024	Johns Tree Service		101.1 · GENERAL FUNDS 01521008454		-1,500.00
Bill		01/11/2024			436.600 · CODE ENFORCEMENT TREE REMOVAL	-1,500.00	1,500.00
TOTAL						-1,500.00	1,500.00
Bill Pmt -Check	18141	01/18/2024	LEAF		101.1 · GENERAL FUNDS 01521008454		-238.73
Bill		01/11/2024			440.601 · City Hall Copier	-238.73	238.73
TOTAL						-238.73	238.73
Bill Pmt -Check	18142	01/18/2024	Lewis County Chamber of Commerce		101.1 · GENERAL FUNDS 01521008454		-150.00
Bill		01/11/2024			440.222 · CITY HALL DUES & SUBS	-150.00	150.00
TOTAL						-150.00	150.00
Bill Pmt -Check	18143	01/18/2024	Mariah Goldsmith		101.1 · GENERAL FUNDS 01521008454		-390.38
Bill		01/11/2024			436.650 · spayed and neutered FELINE	-103.49	103.49
					436.650 · spayed and neutered FELINE	-158.51	158.51
					436.650 · spayed and neutered FELINE	-128.38	128.38
TOTAL						-390.38	390.38
Bill Pmt -Check	18144	01/18/2024	Mon Power Electric		101.1 · GENERAL FUNDS 01521008454		-5,284.66
Bill		01/04/2024			751.213 · STREET LIGHTS UTILITIES	-15.69	15.69
Bill		01/11/2024			751.213 · STREET LIGHTS UTILITIES	-5,261.92	5,261.92
Bill		01/11/2024			750.253 · STREET DEPT /ELECTRIC	-7.05	7.05
TOTAL						-5,284.66	5,284.66
Bill Pmt -Check	18145	01/18/2024	MOUNTAINEER HYDRAULICS & MACHINE INC.		101.1 · GENERAL FUNDS 01521008454		-325.55
Bill		01/11/2024			750.216 · STREETS & HWY M & R EQUIPMENT	-325.55	325.55

**CITY OF WESTON**  
**Check Detail**  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-325.55	325.55
Bill Pmt -Check	18146	01/18/2024	Sientel		101.1 - GENERAL FUNDS 01521008454		-486.63
Bill		01/11/2024			706.211 - FIRE DEPT TELEPHONE	-486.63	486.63
TOTAL						-486.63	486.63
Bill Pmt -Check	18147	01/18/2024	The Pink Wine Glass LLC		101.1 - GENERAL FUNDS 01521008454		-2,206.83
Bill		01/02/2024			911.230 - HISTORICAL COMM. CON. SERVICES	-2,206.83	2,206.83
TOTAL						-2,206.83	2,206.83
Bill Pmt -Check	18148	01/18/2024	Thompson Reuters		101.1 - GENERAL FUNDS 01521008454		-188.16
Bill		01/11/2024			417.222 - CITY ATTORNEY DUES AND SUBSCRIF	-188.16	188.16
TOTAL						-188.16	188.16
Bill Pmt -Check	18149	01/18/2024	Waste Management		101.1 - GENERAL FUNDS 01521008454		-1,751.88
Bill		01/02/2024			436.601 - CODE ENFORCEMENT DEMOLITION SI	-1,751.88	1,751.88
TOTAL						-1,751.88	1,751.88
Bill Pmt -Check	18150	01/18/2024	West Virginia American Water Company		101.1 - GENERAL FUNDS 01521008454		-660.47
Bill		01/09/2024			750.251 - STREET DEPT WATER	-43.27	43.27
Bill		01/09/2024			440.251 - CITY HALL WATER	-119.23	119.23
Bill		01/09/2024			715.251 - FIRE HYDRANT WATER UTILITY	-497.97	497.97
TOTAL						-660.47	660.47
Bill Pmt -Check	18151	01/18/2024	West Virginia Property Maintenance		101.1 - GENERAL FUNDS 01521008454		-400.00
Bill		01/02/2024			436.601 - CODE ENFORCEMENT DEMOLITION SI	-400.00	400.00
TOTAL						-400.00	400.00
Bill Pmt -Check	18152	01/18/2024	WHAW		101.1 - GENERAL FUNDS 01521008454		-447.50
Bill		01/11/2024			440.220 - CITY HALL - ADVERTISING	-447.50	447.50
TOTAL						-447.50	447.50
Bill Pmt -Check	18153	01/18/2024	WILLQUIP		101.1 - GENERAL FUNDS 01521008454		-765.10

**CITY OF WESTON**  
**Check Detail**  
January 2024

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		01/11/2024			750.219 - STREETS & HWY BLDG & EQUIP RENT	-765.10	765.10
						-765.10	765.10
<b>Bill Pmt -Check</b>	<b>18154</b>	<b>01/26/2024</b>	<b>Aster Oilfield Services</b>		<b>101.1 - GENERAL FUNDS 01521008454</b>		<b>-11,875.00</b>
Bill		01/22/2024			436.601 - CODE ENFORCEMENT DEMOLITION SI	-6,175.00	6,175.00
Bill		01/22/2024			436.601 - CODE ENFORCEMENT DEMOLITION SI	-5,700.00	5,700.00
<b>TOTAL</b>						<b>-11,875.00</b>	<b>11,875.00</b>

Ora Ash, Deputy State Auditor  
 West Virginia State Auditor's Office  
 200 West Main Street  
 Clarksburg, WV 26301  
 Phone: 627-2415 ext. 5114  
 Fax: 304-340-5090  
 Email: lgs@wvsao.gov

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

CONTROL NUMBER  
 Fiscal Year Ending: **2024**  
 Fund: **1**  
 Revision Number: **4**  
 Pages: **1 of 1**

City of Weston, WV  
 GOVERNMENT ENTITY

Person To Contact Regarding Request:  
 Name: **Nathaniel Stansberry**  
 Phone: **304-269-6141**  
 Fax:  
 Email: **nstansberry@cityofwestonwv.com**

102 W 2nd St, Weston WV 26452  
 STREET OR PO BOX  
 Weston  
 CITY ZIP CODE

Municipality  
 Government Type

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

Explanation for Account # 378, Municipal Specific:  
 Explanation for Account # 369, Contributions from Other Funds:

**EXPENDITURES: (net each account category)**

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*	45,773		12,500	33,273
700	Police Department	475,788	12,500		488,288
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR  
 BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE



## Service Agreement (Non-Medical)

THIS COLLECTION SERVICE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, **20** (Effective Date) by and between \_\_\_\_\_ (hereinafter referred to as "Client") Waypoint Resource Group, LLC dba DataMax Corporation (hereinafter referred to as "DATAMAX").

### Section I: Collection Services

DATAMAX agrees to use its best efforts to collect accounts placed for collection by Client and to comply with all applicable federal, state, and local laws with respect thereto.

Client agrees and hereby warrants that all accounts forwarded to DATAMAX for collection will be valid and legally enforceable debts owed by the individuals associated with the debts and supported by documentation Client generates in its ordinary course of business. Client will both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto.

Client agrees the accounts placed are not currently being collected by the Client or any other entity working on the Client's behalf, Client is unaware of any material dispute as to the validity of any account placed for collection, the dates of delinquency and dates of last payment Client provides DATAMAX are accurate and are documented by records Client keeps in the ordinary course of its business operations.

Client understands that DATAMAX is required, at times, to abide by regulations, processes, and procedures implemented by the federal Consumer Financial Protection Bureau (CFPB). Client agrees to reasonably cooperate with DATAMAX to assist in DATAMAX's compliance efforts with CFPB regulations, processes, and procedures. Client's cooperation includes, but is not limited to, assisting DATAMAX in responding to consumer complaints processed through the CFPB consumer complaint portal. Client agrees that DATAMAX may release any information related to a consumer or a consumer's account(s) necessary to facilitate a prompt and accurate response as required by the CFPB.

Further, Client agrees: (1) not to forward to DATAMAX accounts that are included in an existing or pending bankruptcy; (2) to provide to DATAMAX within two (2) business days of receipt by Client notification of bankruptcy filing involving any of Client's accounts forwarded to DATAMAX; and (3) to provide, whenever requested to do so by DATAMAX, a written verification of a claim; a copy of the judgment, if any, on which a claim is based; and the name and address of the person or entity to whom the debt was originally owed if different from Client.

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) places certain requirements on those who furnish information to DATAMAX. Those requirements have been summarized in a document titled Notice of Fair Credit Reporting Act/FACT Act Furnisher Requirements and Allowing Direct Disputes, which is attached as **Exhibit A** and incorporated herein by reference. Client hereby acknowledges receipt of that document. In addition to furnishing the amount of the debt and demographic and other available information, prior to placing the account for collection, Client agrees to provide DATAMAX with the month and year of the date of delinquency as that term is used pursuant to the FCRA.



It is mutually agreed that DATAMAX and Client, on behalf of their respective affiliates, officers, directors, shareholders, employees and agents, shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder, and each shall indemnify and hold harmless the other for and from all such third party claims, including reasonable attorney fees arising on account of its acts of negligence, or on account of its failure to perform any of its obligations hereunder. It is further mutually agreed that Client will indemnify and hold harmless DATAMAX, and its respective directors, officers, employees, and agents from and against all claims, losses, liabilities, damages, suits, actions, government intervention, taxes, penalties or interest, and legal expenses or other hard costs, including reasonable attorney fees, arising out of or in connection with the Client's breach of a representation or warranty contained in this Agreement.

### **Section II: Telephone Consumer Protection Act**

The Telephone Consumer Protection Act of 1991 places specific requirements on collection agencies using automatic telephone dialing systems to recipients with cell phone service. Those requirements are explained in **Exhibit B** as attached. In order for DATAMAX to dial cell phone numbers, in any capacity, Client must review and sign Exhibit B.

### **Section III: Pricing**

Client acknowledges that certain debtors prefer to pay their accounts directly to the client and client agrees to promptly report such payments to DATAMAX and to pay DATAMAX commission (see Schedule of Fees). Client further acknowledges that as a result of DATAMAX's efforts debtors will contact their insurance company (if applicable) or other sources of funds and effect payment of the debt. Client agrees to pay DATAMAX commission (see **Schedule of Fees**) on all accounts paid while placed with DATAMAX regardless of to whom the payment is made or the source of the funds.

Occasionally debtors round off their payment amounts resulting in unpaid balances of \$1 or less. Should this occur, Client agrees to consider the account settled in full.

Client further agrees to pay DATAMAX for its collection service according to the **Schedule of Fees** in effect at the time accounts are forwarded to DATAMAX for collection. The current **Schedule of Fees**, a copy of which is attached to this Agreement, may be modified upon 30 days written notice to Client.

### **IV. Systems Security**

Parties agree that each may have access to the other's computer systems solely for the purpose of performing the service delivery outlined in this contract. If the services include the implementation of software, the services provided will not introduce or include any Trojan horse, virus, disabling code, timer, clock, counter or other limiting design or routing which causes the software or any other part of the services to be erased, inoperable or otherwise incapable of being used in full manner for which it was intended.



Parties will develop, implement and maintain controls reasonably designed to ensure their networks and attached computers are safe and current on all required security updates from software vendors to limit the risk of any viruses, worms, Trojan horses or other bugs or errors in the network; chain letters, executable "ready to run" files or other files which may cause damage to each other's system. Networks and end users shall have current subscriptions to virus protection software in active use. Parties will not use software on their networks whose end of life has been reached and therefore no longer subject to updates and security patches.

If parties connect their computer systems and/or applications to each other's computer networks to provide the services outlined in this contract, parties shall have the right to perform data security and system integrity audits on any applicable systems and/or applications used to provide the services. Such audits shall include, but not be limited to, physical inspection, external scan, process reviews and reviews of system configurations, but not including internal firewall rule sets. Parties have the right to review copies of the internal scans that have been performed on internal servers. Such audits shall be conducted at each other's expense at a date and time mutually agreeable to both parties. Each party reserves the right, in its sole discretion, to terminate computer network access at any time, for any reason, and without notice.

Should an audit result in the discovery of material data security or system integrity risks, party shall immediately notify the other party of such risks and party shall respond to the other party in writing with their plan to take reasonable measures to promptly correct, repair or modify its network or application to effectively eliminate the risk, at no cost to the other party. Party shall have ten (10) business days to cure such data security or system integrity risks, unless each agrees to a longer period of time for such cure. If a data security or system integrity risk cannot be alleviated in the timeframe contemplated by this paragraph, based on the nature of the risk, party may terminate its computer connection immediately upon notice to the other party.

**Parties** agree to notify each other **immediately (and, in any case, within four (4) hours)** by phone and by e-mail of any security breach. Such notice will summarize in reasonable detail the effect, if known, of the breach and the corrective action taken. Parties will promptly take all necessary corrective actions, and will cooperate fully in all reasonable and lawful efforts to prevent, mitigate or rectify such breach at their expense. Security breach examples include but are not limited to:

1. Unauthorized use, disclosure, acquisition, access or loss of protected data.
2. Breach of party's security controls and processes.
3. Infection from a virus such as Crypto Wall, Trojan horse or any other virus.

In the case of a virus, parties agree that, in the event of a breach where parties are not notified within four (4) hours and the other party's system is infected as a result, each shall be entitled to monetary reimbursement for actual expenses related to the ratification of the virus from its network.

### **Section V: Terms**

Client, by written notice, may immediately terminate this Agreement in whole or in part if DATAMAX breaches any material terms or conditions of this Agreement. Client shall notify DATAMAX of such default and DATAMAX shall be given ten (10) days to correct the breach unless the Parties agree to a longer period of time. DATAMAX shall be deemed to have defaulted if it fails to correct the breach within such ten (10) day period or the agreed upon period of time.





Upon termination of this Agreement for breach, and at client's written request, DATAMAX shall immediately cease all collection activity for Client and shall return all consumer account information and related documents to Client. In such event, DATAMAX shall extend the protections of this Agreement to copies of the consumer account information and limit further uses and disclosures to those purposes required by this Agreement or law. Upon termination, DATAMAX shall, within thirty (30) days, remit outstanding collections, net of DATAMAX's commissions, received by DATAMAX on behalf of Client.

This Agreement is to remain in full force and effect unless cancelled by either party giving the other a 30-day written notice of such cancellation. Upon cancellation the Client shall pay all fees due DATAMAX on accounts paid prior to, and during this 30-day period, pursuant to this Agreement (see Schedule of Fees).

The Parties to this Agreement are independent contractors to one another and nothing in this Agreement shall be deemed to create a relationship of principal and agent between the Parties.

Client authorizes DATAMAX to endorse any check or other negotiable instrument made payable to the Client but received by DATAMAX. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina. For purposes of all legal proceedings between the Parties arising out of this Agreement, whether founded in law or equity, the Parties hereby irrevocably consent to the jurisdiction of the courts of North Carolina. The Parties hereby expressly waive any right to a trial by a jury regarding any action, legal or equitable, arising out of this Agreement. Prior to bringing any legal or equitable action in any court of law, the Parties hereby irrevocably consent to confidential mediation in North Carolina to be conducted within thirty (30) days of a Party providing written notice of said Party's claim(s) and request to mediate. The Parties shall make a good faith effort to agree upon a mediator. To the extent the Parties are unable to agree, the mediator shall be chosen from a list of certified mediators provided by the North Carolina Bar Association.

This document with Exhibits contains the entire agreement relating to the subject matter hereof between the Parties supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written agreement duly executed by authorized representatives of both DATAMAX and Client.

Neither Party shall be deemed in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of any event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, commercial power failure, government action, war, insurrection, terrorism, fire, strike, failure of telecommunications facilities or any other circumstances beyond the reasonable control of that Party. The required time for a Party's performance hereunder shall be extended to account for any such force majeure event.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions shall remain in full force and shall in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits of the Parties hereunder.



This Agreement is the result of negotiation between the Parties, and no ambiguity herein shall be construed against either party because of that party's role in drafting this Agreement.

Any notice required or permitted by this Agreement shall be made in writing and shall either be hand-delivered, sent via overnight mail by a nationally recognized courier service, or sent postage prepaid by certified or registered mail, return receipt requested, to the following addresses or to such other addresses or persons as may be furnished from time to time in writing by one party to the other party. The notice shall be effective on the date of delivery if delivered by hand, the date of delivery as indicated on the receipt if sent via overnight mail, or the date indicated on the return receipt whether or not such notice is accepted by the addressee.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, St & Zip: \_\_\_\_\_

DataMax Corporation  
8625 Crown Crescent Court, Ste 200  
Charlotte, NC 28227

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
DataMax Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print DataMax name and title

ELECTRONIC COPIES OF SIGNATURES WILL BE ACCEPTED AS ORIGINALS BY DATAMAX

EXHIBITS A, B, and C FURNISHED TO CLIENT

Member of American Collectors Association

**Please email completed paperwork to:**

**[angela.s@complete1.com](mailto:angela.s@complete1.com)**

DATAMAX Corporation  
Federal ID# 45-3834028



**Exhibit A: Notice of Fair Credit Reporting Act / FACT Act  
Furnisher Requirements and Allowing Direct Disputes**

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). The Fair and Accurate Credit Transactions Act of 2003 (FACT Act) amended the FCRA to include new provisions aimed at enhancing the accuracy and integrity of the information that data furnishers provide to consumer reporting agencies. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance.

**A third-party collection agency, such as DATAMAX reporting information regarding a consumer debt on behalf of its clients to a CRA is a "Data Furnisher". DATAMAX's clients, whose information it is reporting, are also "Data Furnishers". We have a shared legal and ethical responsibility to follow these requirements.**

At its simplest a Data Furnishers:

- Should not report information to a CRA it has reasonable cause to believe is inaccurate.
- Should only provide complete, accurate and verifiable information to CRA's.
- Should correct and update information when appropriate.
- Should report to a CRA when an account has been disputed by a consumer.
- Should correct information found to be inaccurate.
- Should report voluntary closing of accounts.
- Should report correct dates of delinquency so accounts age off reports correctly.
- Should identify accounts that are for medical services, products or devices.
- Should have reasonable procedures in place to respond to notifications from CRA's that information furnished is the result of identity theft and to prevent refurnishing the information in the future.

The Federal Trade Commission, Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, and the Office of Thrift Supervision (the agencies) under section 312 of the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), have issued guidelines regarding the accuracy and integrity of information furnished to consumer reporting agencies. **The effective date for these rules and guidelines is July 1, 2010. The final rules focus on two issues: Accuracy and Integrity Rule and Direct Dispute Rule.**

**Accuracy and Integrity Rule**

The rules require data furnishers to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of consumer information reported to a consumer credit reporting agency (CRA). The policies and procedures must be in writing and must be appropriate to the nature, size, complexity and scope of each furnisher's activities. Furnishers are required to consider and incorporate appropriate guidelines issued by government agencies when developing their policies and procedures. Furnishers must periodically review and update their policies and procedures to ensure continued effectiveness.



According to the rule guidelines, the policies and procedures should be reasonably designed to promote accuracy, integrity, reasonable investigations and the updating of information, as necessary. When developing these policies in compliance with the new rules, a furnisher should consider:

- The types of business activity in which it engages.
- The nature and frequency of the information it provides to CRA's; and
- The technology it uses to furnish information.

Third-party debt collectors report standard pieces of information to CRA's regarding consumer debt. This includes the amount of the debt, changes in the amount of the debt, payments from the consumer and whether the debt has been disputed. The data furnisher's policies and procedures need to address these pieces of information in order to make sure the information reported is accurate and has integrity.

The rule defines "accuracy" to mean information a furnisher provides to a CRA that correctly: (1) reflects the terms and liability for the account or other relationship; (2) reflects the consumer's performance and other conduct with respect to the account or other relationship; and (3) identifies the appropriate consumer.

To ensure accuracy, data furnishers should develop policies and procedures reasonably designed to:

- Identify the appropriate consumer.
- Reflect the terms of and liability for accounts reported.
- Reflect the consumer's performance and other conduct on the account.

"Integrity" is the second component that must be established under the rule. Integrity is defined to mean information a furnisher provides to a CRA about an account or other relationship with the consumer that:

- Is substantiated by the furnisher's records when furnished.
- Is furnished in a way that is designed to minimize the likelihood the information may be incorrectly reflected in a consumer report; and
- Includes information in the furnisher's possession that a relevant federal agency (the Federal Trade Commission for Debt Collectors and Asset Buyers) determines the absence of which would materially misleading in evaluating a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

To ensure integrity of information, data furnishers should:

- Substantiate the information provided by the furnisher's records.
- Furnish information in a form and manner that is designed to minimize the likelihood the information may be incorrectly displayed in a consumer report; and
- Include the credit limit of the account (where appropriate).

Under the rule guidelines, data furnishers should also identify practices or activities that can compromise the accuracy or integrity of information furnished to CRA's. Feedback from staff can be an effective way of doing this. Data Furnishers should evaluate the effectiveness of existing policies and consider whether new policies and practices might better protect the accuracy or integrity of information.



The guidelines list 13 specific components that furnishers should address in developing their policies and procedures, including:

1. Establishing and implementing an appropriate system regarding the nature, size, complexity and scope of the furnishers' business operations.
2. Using standard data reporting formats and standard procedures.
3. Maintaining records for a reasonable period of time.
4. Establishing and implementing appropriate internal controls regarding the accuracy and integrity of information.
5. Training staff appropriately.
6. Providing for appropriate and effective oversight of relevant service providers.
7. Furnishing information to CRA's following mergers, portfolio acquisitions or sales, or transfers of accounts in a manner that prevents re-aging of information and duplicate reporting.
8. Deleting, updating and correcting records as appropriate to avoid furnishing inaccurate information.
9. Conducting reasonable investigations of disputes.
10. Advancing technology to mitigate inaccuracies in reporting.
11. Providing proper identification of the consumer.
12. Conducting periodic evaluations of its own practices.
13. Complying with applicable requirements under the Fair Credit Reporting Act (FCRA) and its implementing regulations.

These components should be evaluated and addressed as they apply to a company's specific business practices. Not all 13 components need to be included in any one policy. However, data furnishers should evaluate all the components and determine, based on their own business practices, which components need to be implemented.

Furthermore, each furnisher should periodically review the policies and procedures required by the rules and update them as necessary to ensure their continued effectiveness. The FTC and the other federal agencies drafted the regulations regarding written polices as to allow for some flexibility depending on a furnisher's particular business model.

These guidelines should be closely reviewed when devising written policies as they provide examples and additional insight of the regulations. Sections II and III of Appendix A – "Establishing and Implementing Policies and Procedures" and "Specific Components of Policies and Procedures" – should be particularly helpful when drafting written policies and procedures as these sections provide more detail about the specific components a typical company's policies should include.

### **Direct Dispute Rule**

This rule implements a provision in the FACT Act that provides consumers with a broad right to directly dispute inaccurate information in their consumer report with the entity that furnished the information. This rule also applies to DATAMAX's clients who receive a direct dispute of their account DATAMAX reported to the CRA's.

The direct dispute rule requires data furnishers to conduct a reasonable investigation of a dispute submitted directly to the furnisher by a consumer concerning the accuracy of any information contained in the consumer's credit report if the dispute relates to:



- The consumer's liability for a credit account.
- The terms of a credit account.
- The consumer's performance or conduct related to an account; or
- Any other information related to the consumer's credit standing, character or reputation.

The direct dispute rule requires consumers to provide certain information with their disputes in order to trigger the data furnisher's duty to investigate the dispute. The consumer's dispute must provide:

1. Sufficient information to identify the account or other relationship that is in dispute, such as an account number, the name, address and telephone number of the consumer; if applicable;
2. Specific information the consumer is disputing and an explanation of the basis for the dispute; and
3. All supporting documentation or other information reasonably required by the furnisher to substantiate the basis of the dispute. This documentation may include, for example, a copy of the relevant portion of the consumer report that contains the allegedly inaccurate information; a police report; a fraud or identity affidavit; a court order; or account statements.

Although the direct dispute rule does not explicitly require a direct dispute to be in writing, the rule includes a section explicitly detailing what to address a dispute must be sent. It is the opinion of the American Collector's Association the inclusion of an address requirement has the effect of requiring direct disputes to be submitted to the furnisher in writing.

A furnisher is not required to investigate a direct dispute unless the dispute is sent to the address provided by the furnisher. The address provided can be listed on the consumer report, or the address can be an alternate address if it is clearly and conspicuously specified by the furnisher for submitting direct disputes and was provided to the consumer in writing or electronically. Thus, a data furnisher can avoid the duty to investigate disputes sent to an incorrect address so long as it has communicated the correct address to which consumers should submit disputes.

Although a data furnisher is generally required to investigate a direct dispute from a consumer, the rule provides some exceptions when a reasonable investigation is not required. A furnisher is not required to investigate a direct dispute if an exception enumerated by the rule applies or if the furnisher determines the dispute is frivolous or irrelevant.

### **Exceptions**

A data furnisher is not required to conduct an investigation if the dispute is related to:

- The consumer's identifying information, such as the consumer's name, date of birth, Social Security number, telephone number(s) or address(es).
- The identity of past or present employers.
- Inquiries or requests for a consumer report.
- Information derived from public records, such as judgments, bankruptcies, liens and other legal matters.
- Information related to fraud alerts or active duty alerts.
- Information provided to a consumer reporting agency by another furnisher.



Furthermore, one exception particularly relevant for the collection industry is that a furnisher is not obligated to investigate a direct dispute if the furnisher has a reasonable belief that the direct dispute was submitted or prepared on behalf of, or submitted on a form supplied to the consumer by a credit repair organization or any entity that would be defined as a credit repair organization, if not for its nonprofit status.

Thus, the ability to dispute items directly with a furnisher does not extend to credit repair organizations. A credit repair organization cannot trigger a reinvestigation by contacting a furnisher directly on behalf of a consumer.

Additionally, this exclusion applies to forms prepared by such organizations; thus, a consumer cannot trigger a reinvestigation by submitting a dispute form to a data furnisher on a form supplied to the consumer by a credit repair organization.

### **Frivolous or Irrelevant Dispute**

A data furnisher is not required to investigate a dispute if it is deemed frivolous or irrelevant. A dispute may be deemed frivolous or irrelevant if:

1. The consumer did not provide sufficient information to investigate the disputed information as outlined above; or
2. The dispute is substantially the same as a dispute previously submitted by or on behalf of the consumer, regardless of whether the dispute had been previously submitted directly or through a Credit Reporting Agency (CRA), so long as the consumer has not provided additional supporting information regarding the dispute.

If a data furnisher determines a dispute is frivolous or irrelevant, the furnisher must notify the consumer of its determination within 5 business days of making the determination by mail or other means if authorized by the consumer. The notice must contain the furnisher's reasons for making the determination and identify what information is necessary to investigate the disputed information.

### **Duties upon Receiving a Valid Dispute**

Upon receipt of a valid dispute which was submitted directly to the CRAs data furnishers are required to conduct a "reasonable" investigation. The FTC and other federal agencies determined this is consistent with how courts have interpreted a furnisher's duty to conduct an investigation under the applicable sections of the FCRA.

After receiving a valid dispute notice from a consumer, a furnisher must:

1. Conduct a reasonable investigation with respect to the disputed information.
2. Review all relevant information provided by the consumer with the dispute notice.
3. Complete its investigation of the dispute and report the results within 30 days. If the consumer provides additional relevant information after the start of an investigation, the furnisher will have 45 days to complete the investigation.
4. If the investigation finds that the information reported was inaccurate promptly notify each Credit Reporting Agency (CRA) to which furnisher provided inaccurate information of that determination and provide to the CRA any correction to that information that is necessary to make the information provided to the furnisher accurate.



### **Disputes under the FDCPA and FCRA**

As previously noted, the rules expressly state the obligation to reasonably investigate a direct dispute applies to a furnisher who is also a debt collector. Under both the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA), when a consumer disputes information that is a part of a consumer credit report, a debt collector who is also a furnisher must notify the CRA of the consumer's dispute.

This is true whether the consumer disputes the account verbally or in writing. Furthermore, direct written disputes under the FDCPA and FCRA require additional duties of debt collectors. In the event a dispute is received from a consumer, be it written or verbal, the debt should be marked as disputed on the consumer's credit report. This will be true in all instances when a consumer disputes a debt, unless the debt is not being reported to a CRA.

### **FTC Advisory Opinion**

The FTC released an advisory opinion concurrently with the adoptions of the rules resolving a potential conflict between the FDCPA and the FCRA that arises when a consumer requests a debt collector cease communication, but also submits a dispute about information the debt collector has furnished to a CRA.

The FTC stated in its opinion that if a consumer directly disputes information in his or her consumer report with a debt collector after sending a written cease communication request to the collector, the debt collector does not violate Section 805(c) of the FDCPA if the collector's communication to the consumer is solely to inform the consumer his or her dispute is frivolous or irrelevant in compliance with rule of the FCRA.

As a result, even if a consumer has asked a debt collector to stop communicating about a debt, the debt collector must still respond to the consumer's direct dispute, as required by the new rules under the FCRA.

### **Limitations on Liability**

In general, furnishers are exempt from a private suit stemming from a violation of the duty to conduct an investigation based upon receipt of a dispute directly from a consumer. Still, the FTC and state attorneys general are obligated to enforce this section of the FCRA and may levy fines as well as injunctive relief.

### **More Information**

Additional information regarding these rules, publications for businesses and the full text of the FCRA and FACT Act is available thru the Federal Trade Commission's Website at [www.ftc.gov/credit](http://www.ftc.gov/credit)

### ***New York State Department of Financial Services Debt Collection Rules***

DATAMAX-DATAMAX has licenses to collect in New York City and the City of Buffalo. The State of New York (NY) does not maintain a licensing requirement for collectors, but the New York State Department of Financial Services (NYSDFS) has enacted regulations imposing disclosure requirements for collectors when issuing collection notices to NY consumers. In order to fully comply with the new NYSDFS regulations, your assistance will be needed to declare whether accounts have been "charged off" before placement to us for collection.

The NYSDFS rules require specific disclosures in the first collection notice issued to NY consumers **IF** the debt has been "charged off: **the original creditor has performed the accounting action to remove a debt obligation from its financial statements by treating it as a loss or expense. Therefore, if the account you place for collection meets this definition, we require the following additional information from you when the account is placed for collection:**





1. The total amount of the debt as of the date it was charged off.
2. The total amount of interest accrued since it was charged off.
3. The total amount of non-interest charges or fees since it was charged off.
4. The total amount of payments made on the debt since it was charged off.
5. Balance due now.

Please note when you sign our service agreement you agreed to the following: **"Client agrees and hereby warrants that all accounts forwarded to DATAMAX for collection will be valid and legally enforceable debts, and that Client will both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto."** Since we have no way of knowing if you have charged off the debt, we ask you to please uphold your obligation to meet the NY requirements. **IF** you do not provide us with this information when placing accounts for NY state residents, we will assume the accounts do not meet the definition of "charged off" noted above, and thus, the NYSDFS disclosure language will not be issued to those consumers.



## **Exhibit B: Telephone Consumer Protection Act Requirements**

### **Background**

The **Telephone Consumer Protection Act of 1991** (TCPA) was passed by the United States Congress in 1991 and signed into law by President George H. W. Bush as Public Law 102-243, amending the Communications Act of 1934. The current version of the statute is found principally at 47 U.S.C. 227.

The TCPA is the primary law in the United States governing the conduct of telephone solicitations, i.e., telemarketing. As currently written, it also applies to other businesses that use an automatic telephone dialing system (ATDS), including collection agencies. The TCPA:

- Prohibits initiating any telephone call using an **automatic telephone dialing system** or artificial or pre-recorded voice if the recipient has cellular phone service. 47 U.S.C § 227(b)(1)(A)(iii).
  - Unless the call is made for emergency purposes; or
  - **Made with the prior express consent of the called party**
- The Federal Communications Commission (FCC) declaratory ruling states that a call may be made to a cell phone if the number was provided by the consumer to the creditor and the number was provided during the transaction that resulted in the debt owed. Courts have ruled that you also must have the prior express consent of the consumer either in writing or verbally to call the number.
  - A call may be made to a debtor's cell phone number where there is prior express consent with the creditor. That consent transfers to the creditor's vendors including third party collection agencies.

### **Why is this Important?**

Verbal communication with a consumer is an important step in the debt collection process. For the first time in history, wireless numbers now out-number land lines as the younger generation and others are opting to have only a cell phone. In addition, now that land line numbers can be ported, it is virtually impossible to identify a land line vs. a cell line. As of December 2009 24.5% of U.S. households no longer have a land line. This percentage is a 600% increase since early 2004 and is growing at a rate of 5% of households per year.

In the event of a violation of the TCPA, individuals are entitled to collect damages directly from a solicitor of \$500 to \$1,500 for each violation, or recover actual monetary loss, whichever is higher. The fees are assessed per attempt even if the consumer is never reached. Fees can accumulate quickly when a dialer is in use.

### **What should we do?**

The generally accepted practice has been if a consumer provided you with their cell phone number permission to call that number was implied. Unfortunately that is not enough based on recent court cases. Prior express consent by the consumer is required and can be made verbally or in writing. Because of the explicit nature of this law, we do not think it is sufficient to say it is your practice to ask for permission to call. **The burden of proof that you have the consent is on you and should be maintained in your records.**

If made verbally, you should document the consent in your account notes. DATAMAX strongly encourages you to add verbiage to your application, contract or service agreement which clarifies the debtor's prior express



consent. If your forms cannot be easily updated, we suggest a separate form for this purpose. You might consider one of these examples or consult with your own legal counsel.

- "All telephone numbers provided by you may be subject to receiving telephone calls from an automated dialer using a pre-recorded, artificial voice message or live operator call. You give your prior express consent to receive such phone calls, including any calls made to your provided cellular telephone number."
- "You agree, independent of all other requirements, conditions, or obligations, that you provide us with your prior express consent to receive telephone calls to your provided telephone number (cellular or otherwise) from us or our representative by means of an automatic dialer and/or pre-recorded artificial voice messages"
- "When you provide us with a wireless telephone number or land line number you are giving us your prior express consent to call that number."

**Certification**

Because of the potential liability and severity of an infraction of the TCPA, **DATAMAX asks that its clients certify they have obtained the prior express consent to call any cell phone numbers provided to DATAMAX by Client and Client agrees to make that consent, whether in writing or other media, available to DATAMAX upon request.** Without this blanket consent in place, DATAMAX will not dial known cell phone numbers for your accounts using its dialer.

Dated this \_\_\_\_ day of \_\_\_\_\_, **20** .

**Organization Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, St & Zip:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

<b>DataMax Corporation</b>
<b>8625 Crown Crescent Court, Ste 200</b>
<b>Charlotte, NC 28227</b>

\_\_\_\_\_  
DataMax Signature  
*Jeff Pasicka*

\_\_\_\_\_  
Print DataMax name and title

ELECTRONIC COPIES OF SIGNATURES WILL BE ACCEPTED AS ORIGINALS BY DATAMAX  
 Member of American Collectors Association  
**Please email completed paperwork to:**  
[angela.s@complete1.com](mailto:angela.s@complete1.com)

DataMax Corporation  
Federal ID# 45-3834028



## January Report 2024

### Street Department

- Took down all Christmas decorations around town
- Installed new stop sign at intersection of E 6<sup>th</sup> Street and Center Avenue
- Repair work on the snow plow mounts on the F-250 pickup
- Performed snow and ice removal (1/6/2024)
- Performed snow and ice removal (1/7/2024)
- Swapped plow controls and plow from newly purchased Ford pickup and installed on our older model Ford pickup
- Swapped salt spreader controls off of F-550 Dump and installed on older model Ford (the swapping of controls off of each truck gave us an additional narrow street plowable/treatable truck to use)
- Installed new over head caution lights on the new Ford and the old Ford pickup
- Caulked windows at the City Building
- Cleaned up fallen trees and debris on State Street, George Street, Minden Street, and Center Avenue
- Straightened stop signs on Catherine Street and installed new stop sign on Holland Street
- Assisted the Fire Department with the Vac Truck on removal of sludge in their wash bay
- Assisted Sanitary Department with the Vac Truck on removal of sludge build up at pump station
- Used the Jet Truck to open up clogged lines on Arnold Street and Bennett Avenue
- Performed snow and ice removal (1/13/2024)
- Performed snow and ice removal (1/14/2024)
- Performed snow and ice removal (1/15/2024)
- Broke down older model salt spreader and replaced older bearings and all chain driven parts (functioning as normal as of now)
- Performed snow and ice removal (1/16/2024)
- Took Dodge to Mountaineer Hydraulics to have plow wiring harness inspected due to plow failure. (Found the issue was a torn wire in the harness and its back to functioning as normal as of now)
- Performed snow and ice removal (1/17/2024)
- Performed snow and ice removal (1/18/2024)
- Performed snow and ice removal (1/19/2024)

- Performed snow and ice removal (1/20/2024)
- Broke down other older model spreader and are currently waiting for parts to come in to make all of its parts new and back in normal functioning order
- Installed 2-15mph signs on Lynn Avenue
- Installed 2-15mph signs on South River Avenue
- Used the Skid Steer and both dump trucks to help remove built up snow from the parking areas within town
- Have made repairs to multiple stop signs within town due to someone going around and removing the top bolt out of them
- Assisted with cleaning up a hazard spill at the Water Street Parking Lot
- Removed fallen brush and debris out of the Mid Avenue ditch line
- Cleaned ditch and drop inlets on Center Avenue hill
- Cleaned ditch off of Prudence Avenue
- Changed burnt out traffic signal at Garton Plaza intersection
- Installed and tamped millings into edge of roadway on Harrison Avenue
- Repaired drop inlet on Cemetery Street
- Trimmed low hanging tree branches from in front of TALA
- Installed new front brake caliper on older model Ford pickup
- Installed new actuator for heat on Ford Explorer
- Installed and tamped millings into pothole on Fall Street
- Repaired water leak at bottom garage at the Street Department
- Assisted demolition crew with proper roadway signage for the demolition of the dilapidated structures
- Took an observation of the street signs needed within the City and have come to the count of 182 signs needed. This includes street names, stop signs, and caution signs (dead end, no right turn, etc.) We are currently speaking with some companies to see where we are price wise.
- Cleaned all equipment and garages at the Street Department
- Weekly Trash Duty

**Hours worked in January on snow and ice removal approx.**

130 to 180 hours per employee

**Amount of salt in tonnage purchased within January**

61.22 ton



# WESTON POLICE DEPARTMENT

## Law Total Incident Report, by Date, Nature

Date: 01/01/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint Firework	1
Trespassing	1
Speak To Officer	1
Domestic Active	1
Serve Papers	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 01/02/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Reckless Driver	1
Unsecured Load	1
Traffic Stop	9
<b>Total Incidents for This Date</b>	<b>12</b>

Date: 01/03/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Investigation	1
Suspicious Vehicle	2
Traffic Stop	1
Animal Problem	1
Traffic Stop	5
<b>Total Incidents for This Date</b>	<b>11</b>

Date: 01/04/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Welfare Check	1
MVC/Motor Veh Crash	1
Domestic	1
Scam	1
Traffic Stop	1
Domestic Active	1
Traffic Stop	1
Search Warrant	1
<b>Total Incidents for This Date</b>	<b>8</b>

Date: 01/05/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	2
Complaint Parking	1
Larceny	1
Remove Person	1
Traffic Stop	1
Prowler	1
Traffic Stop	1
Remove Person	1
<b>Total Incidents for This Date</b>	<b>9</b>

Date: 01/06/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	2
Over due Motorist	1
Investigation	1
Animal Problem	1
Remove Person	1
Animal Problem	1
Speak To Officer	1
Assist Other Agency	1
Speak To Officer	1
<b>Total Incidents for This Date</b>	<b>10</b>

Date: 01/07/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Speak To Officer	2
Larceny	1
Pursuit	1
Animal Problem	1
MVC/Motor Veh Crash	1
Trespassing	1
<b>Total Incidents for This Date</b>	<b>7</b>

Date: 01/08/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Problem	1
Traffic Stop	2
Remove Person	1
Animal Problem	1
Destruction of Property	1
Traffic Stop	1
Subject In Roadway	1
<b>Total Incidents for This Date</b>	<b>8</b>

Date: 01/09/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suicidal Tendencies	2
Complaint	1
Traffic Stop	2
Domestic	1
Suspicious Pers	1
Traffic Stop	4
<b>Total Incidents for This Date</b>	<b>11</b>

Date: 01/10/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	1
Alarm Investigation	1
Prowler	1
Assist Other Agency	1
Open Door	1
Suspicious Vehicle	1
MVC/Motor Veh Crash	1
Alarm Investigation	1
<b>Total Incidents for This Date</b>	<b>8</b>

Date: 01/11/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	1
Remove Person	1
Stolen Property	1
Speak To Officer	1
Detail	1
Traffic Stop	1
Welfare Check	1
Traffic Stop	7
Transport	1
Traffic Stop	1
Suspicious Pers	1
<b>Total Incidents for This Date</b>	<b>17</b>

Date: 01/12/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Problem	1
Traffic Stop	4
Domestic Active	1
<b>Total Incidents for This Date</b>	<b>6</b>



Date: 01/13/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alarm Investigation	2
Welfare Check	1
Investigation	1
Traffic Stop	4
Suspicious	1
Domestic Active	1
Suspicious Pers	1
Threats	1
<b>Total Incidents for This Date</b>	<b>12</b>

Date: 01/14/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Welfare Check	1
Speak to Magistrate	1
Mental Health Issues	1
Traffic Stop	1
Welfare Check	1
Traffic Stop	2
Domestic	1
B&E Non-Active	1
<b>Total Incidents for This Date</b>	<b>9</b>

Date: 01/15/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	4
DVP/Violation	1
MVC/Motor Veh Crash	1
<b>Total Incidents for This Date</b>	<b>6</b>

Date: 01/16/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Stolen Property	1
<b>Total Incidents for This Date</b>	<b>1</b>

Date: 01/17/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Speak To Officer	1
B&E Non-Active	1
Courtesy Transport	1
<b>Total Incidents for This Date</b>	<b>3</b>

Date: 01/18/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	1
Shoplifting	1
Investigation	1
Information	1
Traffic Stop	1
Complaint	1
MVC/Motor Veh Crash	1
Traffic Stop	3
Welfare Check	2
B&E Active	1
<b>Total Incidents for This Date</b>	<b>13</b>

Date: 01/19/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	2
Traffic Stop	1
Unlock	1
Motorist Asstist	1
Trespassing	1
Welfare Check	1
MVC/Motor Veh Crash	1
Complaint Drug	1
Complaint	1
Alarm Investigation	1
Suspicious Vehicle	1
CAD2CAD	1
Suspicious Pers	1
<b>Total Incidents for This Date</b>	<b>14</b>

Date: 01/20/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic	1
Subject In Roadway	1
<b>Total Incidents for This Date</b>	<b>2</b>

Date: 01/21/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic	1
Speak To Officer	1
Reckless Driver	1
Complaint	1
<b>Total Incidents for This Date</b>	<b>4</b>

Date: 01/22/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
MVC/Motor Veh Crash	1
DOA/DOS	1
Suspicious	1
Speak To Officer	1
Animal Problem	1
Reckless Driver	1
<b>Total Incidents for This Date</b>	<b>6</b>

Date: 01/23/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Assist Other Agency	1
MVC/Motor Veh Crash	2
B&E Non-Active	1
<b>Total Incidents for This Date</b>	<b>4</b>

Date: 01/24/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
MVC/Motor Veh Crash	1
Subject In Custody	1
Illegal Burning	1
Traffic Stop	1
<b>Total Incidents for This Date</b>	<b>5</b>

Date: 01/25/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Complaint	1
Suspicious Pers	1
Trespassing	1
Animal Cruelty	1
Harassment	1
Traffic Stop	2
MVC/Motor Veh Crash	1
<b>Total Incidents for This Date</b>	<b>9</b>

Date: 01/26/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Shooting	1
Traffic Stop	1
Abandoned Vehicle	1
Complaint	1
Abandoned Vehicle	1
Animal Problem	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Motorist Asstist	1
MVC/Motor Veh Crash	1
<b>Total Incidents for This Date</b>	<b>8</b>

Date: 01/27/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious	1
Dispute	1
Reckless Driver	1
Domestic Active	1
Alarm Investigation	1
Animal Problem	1
Domestic Active	1
Remove Person	1
Welfare Check	1
Motorist Asstist	1
<b>Total Incidents for This Date</b>	<b>10</b>

Date: 01/28/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Welfare Check	1
Speak To Officer	1
Suspicious	1
Threats	1
<b>Total Incidents for This Date</b>	<b>4</b>

Date: 01/29/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Remove Person	1
Abandoned Call	1
Suspicious	1
Traffic Stop	1
Complaint	1
Larceny	1
<b>Total Incidents for This Date</b>	<b>6</b>

Date: 01/30/24

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Problem	1
Traffic Stop	1
Suspicious	1
Remove Person	2
Stolen Property	1
B&E Active	1

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<u>Nature of Incident</u>	<u>Total Incidents</u>
Motorist Asstist	1
Traffic Stop	3
MVC/Motor Veh Crash	1
BOLO	1
Animal Problem	1
Investigation	1
Traffic Stop	1
Stolen Property	1
Traffic Stop	3
Welfare Check	1
Suspicious	1
Animal Problem	1
<b>Total Incidents for This Date</b>	<b>23</b>

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Total reported: 251

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**Report Includes:**

All dates between `00:00:01 01/01/24` and `00:23:59 01/31/24`, All agencies matching `WPD`, All natures, All locations, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

CITATIONS JANUARY 2023

01/11/2024	Expired registration	West 2 <sup>nd</sup>
01/18/2024	Suspended operators	West 2 <sup>nd</sup>
01/18/2024	No insurance	West 2 <sup>nd</sup>
01/24/2024	Failure obey red light	Center Ave

**Total of 29 warning citations issued.**



WESTON FIRE DEPARTMENT  
 REPORT FOR THE MONTH OF  
 Jan-24 2024  
 "On the job 'til the job is done"



TOTAL CALLS
TOTAL MEETINGS & DRILLS
TOTAL CALLS INSIDE THE CITY
TOTAL CALLS OUTSIDE THE CITY

114
4
67
25


TOTAL MUTUAL-AID CALLS
ASSISTS TO JACKSONS MILL
ASSISTS TO JANE LEW
ASSISTS TO MIDWAY
ASSISTS TO PRICETOWN
ASSISTS TO WALKERSVILLE
ASSISTS TO THE SQUAD

22
1
2
0
1
2
52

FROM
FROM
FROM
FROM
FROM
FROM

1
5
0
1
1
0

OUT OF COUNTY CALLS
PAID MAN LEFT THE CITY
TOTAL MILES
TOTAL APPARATUS HOURS
TOTAL MAN HOURS
TOTAL LOSS IN THE CITY
TOTAL LOSS OUTSIDE THE CITY
BURNING PERMITS ISSUED
MVC's INSIDE THE CITY
MVC's OUTSIDE THE CITY
WORKING STRUCTURE FIRES
WORKING AUTO FIRES
WORKING BRUSH FIRES
WORKING FIRES, OTHER

0
5
727
45.16
31.29
\$0
\$1,100
5
11
10
1
1
0
0

SAVED
SAVED

\$0
\$1,100

ADDITIONAL REMARKS

Attended fire dept meetings and drills  
 Attended safe sites meeting  
 Worked on forestry grant  
 Attended annexation meeting  
 Worked extra days on snow days

Weston fire dept

Copy of Fire and EMS Combined List by Incident Num

Alarm Date Between {01/01/2024} And {01/25/2024}  
and District = "1A "

Incident	Type	Date	Location	Description
24-0000002-0	FIRE	01/01/2024	124 E 1st ST	Medical assist, assist EMS
24-0000003-0	FIRE	01/01/2024	676 Locust AVE	Medical assist, assist EMS
24-0000007-0	FIRE	01/02/2024	214 E 8th ST	Public service assistance,
24-0000008-0	FIRE	01/02/2024	650 Locust AVE	Medical assist, assist EMS
24-0000009-0	FIRE	01/02/2024	1080 US Highway 33 E	Public service assistance,
24-0000011-0	FIRE	01/03/2024	346 Mid AVE	Medical assist, assist EMS
24-0000012-0	FIRE	01/04/2024	124 E 1st ST /Criss Manor/209	Medical assist, assist EMS
24-0000015-0	FIRE	01/04/2024	73 Jackson ST	Public service assistance,
24-0000019-0	FIRE	01/06/2024	99 MM Interstate 79	Motor Vehicle Accident with
24-0000021-0	FIRE	01/06/2024	666 Lynn AVE	Smoke detector activation
24-0000023-0	FIRE	01/07/2024	666 Lynn AVE	False alarm or false call,
24-0000024-0	FIRE	01/07/2024	752 W 2nd ST	Medical assist, assist EMS
24-0000026-0	FIRE	01/07/2024	120 S Main AVE	Unauthorized burning
24-0000027-0	FIRE	01/07/2024	404 Peggy ST	Medical assist, assist EMS
24-0000028-0	FIRE	01/07/2024	2021 US Highway 33 E	Motor vehicle accident with
24-0000029-0	FIRE	01/07/2024	111 Mulberry AVE	Medical assist, assist EMS
24-0000030-0	FIRE	01/08/2024	752 W 2nd ST	Medical assist, assist EMS
24-0000031-0	FIRE	01/08/2024	113 William AVE	Dispatched & cancelled en
24-0000032-0	FIRE	01/08/2024	169 Cottage AVE	Public service assistance,
24-0000033-0	FIRE	01/09/2024	200 E 3rd ST E	Medical assist, assist EMS
24-0000034-0	FIRE	01/09/2024	200 E 3rd ST E	Medical assist, assist EMS
24-0000035-0	FIRE	01/09/2024	751 Camden AVE	Medical assist, assist EMS
24-0000038-0	FIRE	01/09/2024	464 Broad ST	Medical assist, assist EMS
24-0000041-0	FIRE	01/09/2024	State ST & Olive ST	Power line down
24-0000043-0	FIRE	01/10/2024	Minden ST & Spring ST	Power line down
24-0000044-0	FIRE	01/10/2024	155 W 2nd ST	Motor vehicle accident with
24-0000045-0	FIRE	01/10/2024	426 Center AVE	Smoke detector activation
24-0000047-0	FIRE	01/10/2024	124 E 1st ST	Medical assist, assist EMS
24-0000050-0	FIRE	01/10/2024	US Highway 33 E & MM Interstate 79	Motor Vehicle Accident with
24-0000051-0	FIRE	01/10/2024	349 Mid AVE	Medical assist, assist EMS
24-0000052-0	FIRE	01/10/2024	275 John ST	Medical assist, assist EMS
24-0000054-0	FIRE	01/11/2024	55 Dolan Mobile Home PARK /2	Medical assist, assist EMS
24-0000055-0	FIRE	01/11/2024	650 Craig ST	Medical assist, assist EMS
24-0000057-0	FIRE	01/11/2024	650 Craig ST /400	Medical assist, assist EMS
24-0000058-0	FIRE	01/11/2024	3500 Oil Creek RD	Dispatched & cancelled en
24-0000060-0	FIRE	01/12/2024	124 E 1st ST /Criss Manor/104	Medical assist, assist EMS
24-0000062-0	FIRE	01/13/2024	613 Pratt AVE /1	No Incident found on arrival



**Weston fire dept**

**Copy of Fire and EMS Combined List by Incident Num**

**Alarm Date Between {01/01/2024} And {01/25/2024}  
and District = "1A "**

<b>Incident</b>	<b>Type</b>	<b>Date</b>	<b>Location</b>	<b>Description</b>
24-0000063-0	FIRE	01/13/2024	650 Craig ST /107	Medical assist, assist EMS
24-0000064-0	FIRE	01/13/2024	353 Arch ST	Smoke or odor removal
24-0000066-0	FIRE	01/14/2024	349 Court AVE	Medical assist, assist EMS
24-0000069-0	FIRE	01/14/2024	650 Craig ST /Weston Commons/302	Medical assist, assist EMS
24-0000070-0	FIRE	01/15/2024	620 Lynn AVE	Medical assist, assist EMS
24-0000072-0	FIRE	01/15/2024	98.2 MM Interstate 79 /N.B.	Motor Vehicle Accident with
24-0000074-0	FIRE	01/16/2024	121 Mulberry AVE	CO detector activation due
24-0000075-0	FIRE	01/17/2024	119 S Main AVE	Medical assist, assist EMS
24-0000076-0	FIRE	01/17/2024	55 Dolan Mobile Home PARK /10	Medical assist, assist EMS
24-0000078-0	FIRE	01/18/2024	US Highway 33 W & Circle Heights	Motor vehicle accident with
24-0000079-0	FIRE	01/18/2024	650 Craig ST	Medical assist, assist EMS
24-0000082-0	FIRE	01/18/2024	743 W 2nd ST	Medical assist, assist EMS
24-0000083-0	FIRE	01/19/2024	1006 US Highway 33 E	Motor Vehicle Accident with
24-0000084-0	FIRE	01/19/2024	100 Wright ST	No Incident found on arrival
24-0000088-0	FIRE	01/19/2024	99 MM Interstate 79	Motor Vehicle Accident with
24-0000089-0	FIRE	01/19/2024	805 Kuntz ST	Medical assist, assist EMS
24-0000090-0	FIRE	01/19/2024	230 Hospital PL /Stonewall Jackson	Chemical spill or leak
24-0000095-0	FIRE	01/19/2024	55 Dolan Mobile Home PARK /2	Medical assist, assist EMS
24-0000099-0	FIRE	01/21/2024	207 Willow ST /O	Medical assist, assist EMS
24-0000100-0	FIRE	01/22/2024	415 E 3rd ST E	Motor Vehicle Accident with
24-0000101-0	FIRE	01/22/2024	115 W 4th ST	Medical assist, assist EMS
24-0000102-0	FIRE	01/22/2024	359 E 7th ST	Water or steam leak
24-0000104-0	FIRE	01/23/2024	620 Lynn AVE	Medical assist, assist EMS
24-0000106-0	FIRE	01/23/2024	349 Court AVE	Medical assist, assist EMS
24-0000107-0	FIRE	01/23/2024	221 Lee ST	Medical assist, assist EMS
24-0000108-0	FIRE	01/23/2024	313 W 2nd ST	Carbon monoxide incident
24-0000109-0	FIRE	01/23/2024	US Highway 33 E & MM Interstate 79	Motor Vehicle Accident with
24-0000112-0	FIRE	01/24/2024	E 3rd ST E & Center AVE	Motor vehicle accident with
24-0000113-0	FIRE	01/24/2024	516 Broad ST	Unauthorized burning
24-0000114-0	FIRE	01/24/2024	108 Brown AVE	Smoke scare, odor of smoke

**Total Incident Count            67**

Weston fire dept

Copy of Fire and EMS Combined List by Incident Num

Alarm Date Between {01/01/2024} And {01/25/2024}  
and District = "1B "

Incident	Type	Date	Location	Description
24-0000001-0	FIRE	01/01/2024	133 Mill ST	Dispatched & cancelled en
24-0000004-0	FIRE	01/01/2024	133 Mill ST	Medical assist, assist EMS
24-0000010-0	FIRE	01/03/2024	46 Quarry Glen /Quarry Glenn	Medical assist, assist EMS
24-0000014-0	FIRE	01/04/2024	79 West Fall Hollow	Medical assist, assist EMS
24-0000020-0	FIRE	01/06/2024	95.5 MM Interstate 79 /South Bound	Motor Vehicle Accident with
24-0000022-0	FIRE	01/07/2024	90 US Highway 19 S	Public service assistance,
24-0000025-0	FIRE	01/07/2024	3646 Gladly Fork RD	Building fire
24-0000037-0	FIRE	01/09/2024	275 John ST	Medical assist, assist EMS
24-0000039-0	FIRE	01/09/2024	95 MM Interstate 79	Motor Vehicle Accident with
24-0000040-0	FIRE	01/09/2024	479 Lakeside DR	Gas leak (natural gas or
24-0000048-0	FIRE	01/10/2024	70 Davisson DR	Medical assist, assist EMS
24-0000049-0	FIRE	01/10/2024	405 Old Route 33	Medical assist, assist EMS
24-0000053-0	FIRE	01/11/2024	2815 Old Route 33	Public service assistance,
24-0000056-0	FIRE	01/11/2024	Goosepen RD & Crooked Fork RD	Dispatched & cancelled en
24-0000065-0	FIRE	01/13/2024	2605 Georgetown RD	Dispatched & cancelled en
24-0000068-0	FIRE	01/14/2024	96.5 MM Interstate 79	Motor Vehicle Accident with
24-0000071-0	FIRE	01/15/2024	US Highway 33 E & Honeysuckle RD	Motor Vehicle Accident with
24-0000073-0	FIRE	01/16/2024	8900 US Highway 33 E/E.B.	Motor Vehicle Accident with
24-0000080-0	FIRE	01/18/2024	Sharpe Hospital RD	Dispatched & cancelled en
24-0000081-0	FIRE	01/18/2024	97 MM Interstate 79	Motor Vehicle Accident with
24-0000085-0	FIRE	01/19/2024	86 MM Interstate 79	Motor Vehicle Accident with
24-0000093-0	FIRE	01/19/2024	86 MM Interstate 79	Motor Vehicle Accident with
24-0000094-0	FIRE	01/19/2024	86 MM Interstate 79	Motor Vehicle Accident with
24-0000103-0	FIRE	01/23/2024	US Highway 33 E & Georgetown RD	Motor Vehicle Accident with
24-0000105-0	FIRE	01/23/2024	Old Mill RD & Bennett Run RD	Gas leak (natural gas or

**Total Incident Count            25**

Weston fire dept

Incident Type Report (Summary)

Alarm Date Between {01/01/2024} And {01/25/2024}  
and District = "1A "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
311 Medical assist, assist EMS crew	35	52.23%	\$0	0.00%
322 Motor vehicle accident with injuries	4	5.97%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	7	10.44%	\$0	0.00%
	<u>46</u>	<u>68.65%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
422 Chemical spill or leak	1	1.49%	\$0	0.00%
424 Carbon monoxide incident	1	1.49%	\$0	0.00%
444 Power line down	2	2.98%	\$0	0.00%
	<u>4</u>	<u>5.97%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
522 Water or steam leak	1	1.49%	\$0	0.00%
531 Smoke or odor removal	1	1.49%	\$0	0.00%
550 Public service assistance, Other	4	5.97%	\$0	0.00%
561 Unauthorized burning	2	2.98%	\$0	0.00%
	<u>8</u>	<u>11.94%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	2	2.98%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	2.98%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.49%	\$0	0.00%
	<u>5</u>	<u>7.46%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
700 False alarm or false call, Other	1	1.49%	\$0	0.00%
733 Smoke detector activation due to	2	2.98%	\$0	0.00%
736 CO detector activation due to malfunction	1	1.49%	\$0	0.00%
	<u>4</u>	<u>5.97%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 67

Total Est Loss: \$0

Weston fire dept

Incident Type Report (Summary)

Alarm Date Between {01/01/2024} And {01/25/2024}  
and District = "1B "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	4.00%	\$1,100	100.00%
	<u>1</u>	<u>4.00%</u>	<u>\$1,100</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
311 Medical assist, assist EMS crew	6	24.00%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	10	40.00%	\$0	0.00%
	<u>16</u>	<u>64.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	2	8.00%	\$0	0.00%
	<u>2</u>	<u>8.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
550 Public service assistance, Other	2	8.00%	\$0	0.00%
	<u>2</u>	<u>8.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611 Dispatched & cancelled en route	4	16.00%	\$0	0.00%
	<u>4</u>	<u>16.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>25</b>		<b>Total Est Loss:</b>	<b>\$1,100</b>

Weston fire dept

Dollar Value Saved & Loss Analysis

Alarm Date Between {01/01/2024} And {01/25/2024}  
and District = "1B " a

Incident Type	Count	Total Values	Total Losses	Total Saved	Percent Lost	Percent Saved
111 Building fire	1	\$1,100	\$1,100	\$0	100.00%	0.00%
Grand Totals	1	\$1,100	\$1,100	\$0		

Total Percent Lost: 100.00%

Total Percent Saved: 0.00%

Weston fire dept

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2024} And {01/25/2024}

Type of Aid	Count
<b>10 Out of County</b>	
Automatic aid given	2
	<hr/>
	2
<b>11 Buckhannon Fire Department</b>	
Automatic aid received	1
	<hr/>
	1
<b>2 Jane Lew Volunteer Fire Department</b>	
Mutual aid received	2
Automatic aid received	3
Mutual aid given	1
Automatic aid given	1
	<hr/>
	7
<b>3 Pricetown Volunteer Fire Department</b>	
Automatic aid received	1
Mutual aid given	1
	<hr/>
	2
<b>4 Walkersville Volunteer Fire Department</b>	
Automatic aid received	1
Automatic aid given	2
	<hr/>
	3
<b>5 Jackson's Mill Volunteer Fire Department</b>	
Mutual aid given	1
Automatic aid given	1
	<hr/>
	2
<b>8 Lewis County Emergency Ambulance Authority</b>	
Automatic aid received	9
Mutual aid given	8
Automatic aid given	35
	<hr/>
	52



9E

**102 West Second Street**

**Weston, WV 26452**

**(304) 269-6141**

**January**

**Building and Zoning Report**

- 1) 6 Demolitions completed for the city with 1 more in process.**
- 2) 2 Demolitions completed for individual property owner.**
- 3) Online Webinar classes attended.**
- 4) Trash clean ups completed on South River and Olive Street with more to be scheduled. The last one had needles, rats, etc in the trash.**
- 5) Worked with County Animal control removing dogs from a residence and inspecting the rest of the property.**
- 6) Mowing bids are advertised and packets made for distribution.**
- 7) Priority list for Demos updated and copy included in your packets.**
- 8) Worked with Health Department and Law Enforcement on homeless sites.**









Scores are calculated by the selected criteria shown below. Scores closest to 100 are deemed highest priority for review by the Oak Hill Structural Inspection Board. Scores under 50 generally do not meet the threshold to be reviewed, but may in certain circumstances.

### Responsible Party Identified

- 0: Problems locating or contacting owner
- 3: Records indicate owner may be located
- 5: Owner Identified and contact information known

### Estimated Floor Area (Square Footage)

- 3: >3,001 sq. ft.
- 5: 0 - 3,000 sq. ft.

### Construction Type

- 3: Masonry/Steel
- 5: Wood Frame

### Property Zone

- 3: Industrial
- 5: Residential/Commercial

### Utilities

- 0: Active Utilities (Visible) (power meter present, gas meter present, etc.)
- 5: No Active Utilities (Visible) (power meter removed, gas meter removed, etc.)

### Previous Fire Damage

- 0: No signs of previous fire damage
- 5: Visible signs of previous fire damage

### Environmental Hazards

- 0: No apparent hazards
- 5: Hazards exist (fuel tanks, chemical containers, excessive garbage, piles of tires, etc.)

### Viewshed of Property

- 1: Low visibility (not able to be seen easily from surrounding properties or roadways)
- 5: Medium visibility (structures that can be seen from surrounding properties or roadways, either in whole or in part, but do not necessarily stand out)
- 10: High visibility (structures that can easily be seen from surrounding properties or roadways, especially main thoroughfares or densely populated residential areas)

### Foundation Condition

- 0: Sound condition - No apparent visible damage, deterioration, or instability
- 5: Fair condition - Some visible damage, deterioration, or instability
- 10: Poor condition - Significant visible damage, deterioration, or instability

### Siding/Wall Condition

- 0: Sound condition - No apparent visible damage, deterioration, or instability
- 5: Fair condition - Some visible damage, deterioration, or instability
- 10: Poor condition - Significant visible damage, deterioration, or instability

### Window/Door Condition (Building Security)

- 0: Sound condition - No apparent visible damage and no entry points evident
- 5: Fair condition - Some visible damage and potential entry points evident
- 10: Poor condition - Significant visible damage and entry points clearly evident

### Roofing Condition

- 0: Sound condition - No apparent visible damage, deterioration, or water intrusion
- 5: Fair condition - Some visible damage, deterioration, and likely water intrusion
- 10: Poor condition - Significant visible damage, deterioration, and definite water intrusion

### Exterior Structure Condition (porches, railings, stairways)

- 0: Sound condition - No apparent visible damage, deterioration, or instability
- 5: Fair condition - Some visible damage, deterioration, or instability

10: Poor Cond.

10: Poor condition – Significant visible damage, deterioration, or instability

**Emergency/Imminent Hazard**

0: No imminent hazards

10: Imminent hazards exist

# Dilapidated Property Rating Sheet

Address	Responsible Party ID	Estimated Floor Area	Construction Type	Property Zoned	Utilities	Fire Damage	Environmental Hazard	View of Property	Foundation Condition	Siding and Wall condition	Windows & Doors	Roofing Condition	Ext. Structure	Emer. Or Imminent danger	Total Score	Comments	Cost or Estimate
210 N. River Ave	5	5	5	5	5	0	0	10	10	10	10	10	10	#	95	Owner contacted and letter refused; no appeal, demo complete	\$ 39,944.71
120 Donlan hghts	5	3	5	5	5	5	0	10	5	10	10	10	10	#	93	burnt structure, unstable; owner attempting to sale	\$ 15,000.00
303 S Main	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Building Collapsed; served notice; no response or appeal	\$ 10,000.00
324 Broad St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	has building permit for repair	\$ 15,000.00
375 W 2nd St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	no heirs; dead end responsibility; no claim, demo complete	\$ 11,300.02
425 W 2nd St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Owner wants to salvage; filed previous appeal	\$ 15,000.00
451 W 2nd St	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Signed over to the City demo complete	\$ 14,549.52
1223 12th st	5	3	5	5	5	0	0	5	5	10	10	10	10	#	83	partially demolished, falling down; party interested in purchase	\$ 16,706.24
208 Bennett	5	3	5	5	5	0	0	10	10	10	10	10	10	0	83	Owner refuses to acknowledge ownership; no appeal, demo complete	\$ 5,708.27
George St (no address)	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Owner Contacted (Rock Wilson?); no appeal; collapsed, demo complete	\$ 15,000.00
369 Edward St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Building Collapsed; notice served; no appeal, new owner to dem	\$ 15,000.00
78 Henry St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	notice served; no appeal	\$ 15,000.00
86 Henry St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Building Collapsed; notice served; no appeal, new owner to dem	\$ 15,000.00
301 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Burned 2 Aug 2023, owner to donate property	\$ 15,000.00
251 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	Demo by owner 3 Oct 23	\$ 15,000.00
345 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	burned May 2023	\$ 15,000.00
349 Wright St	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78		\$ 15,000.00
156 Montgomery	5	3	5	5	5	0	0	5	10	10	10	10	10	0	78	for sale by realtor 1/aug23	\$ 12,000.00
414 Pratt St	5	3	3	5	5	0	0	5	10	10	10	10	10	0	76	completed by owner	\$ 10,000.00
67 Alum St	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	House Collapsing, owner to donate property	\$ 15,000.00
370 Broad St	5	3	5	5	5	0	0	10	10	10	5	10	5	0	73		\$ 15,000.00
844 Terrace Ave	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	owner to donate property	\$ 15,000.00
301 Spring St	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	sold to neighbor. New owner to demolish.	\$ 15,000.00
139 Montgomery	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	Rock Wilson owned	\$ 12,000.00
10 Brown Ave	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	holes in roof, full of debris; 10 Brown Ave rock wilson prop	\$ 15,000.00
38 (118) Montgomery	5	3	5	5	5	0	0	5	5	10	10	10	10	0	73	Rock Wilson owned	\$ 12,000.00
848 Terrace Ave	5	3	3	5	5	0	0	5	5	10	10	10	10	0	71	under permit and being demolished demo complete	\$ 15,000.00
215 Orchard	5	3	3	5	5	0	0	5	5	10	10	10	10	0	71	foundation only	\$ 5,000.00
220 Arnold St	5	3	5	5	5	0	0	5	5	10	10	10	10	0	68		\$ 15,000.00

# Dilapidated Property Rating Sheet

828 Winter Ave	5	3	5	5	0	0	5	5	5	10	10	10	0	68				\$	15,000.00
232 High St	5	3	5	5	0	0	10	5	5	10	10	10	0	68	owner willing to donate: setting time to sign over			\$	15,000.00
724 Cliff st	5	3	5	5	0	0	5	5	10	10	10	10	0	68	owner says he is donating to church			\$	14,000.00
65 Alum St	5	3	5	5	0	0	5	5	5	10	10	10	0	63	collapsing, owner to donate property			\$	15,000.00
114 Donlan Hgts	5	3	5	5	0	0	10	5	5	5	10	5	0	63	in conjunction with 120 Donlan; Burgert working to sell			\$	15,000.00
230 Wilson St	5	3	5	5	0	0	5	5	5	5	10	0	58	Porch and steps fell off			\$	15,000.00	
254 High St	5	3	5	5	0	0	10	5	5	5	5	0	58	written permission to demolish and invoice			\$	15,000.00	
256 High St	5	3	5	5	0	0	10	5	5	5	5	0	58	written permission to demolish and invoice			\$	15,000.00	
303 Spring St	5	3	5	5	0	0	5	5	5	5	10	0	58	in permit to remodel			\$	-	
343 E 1st St	5	3	5	5	0	0	5	5	5	0	10	5	0	53	in permit			\$	15,000.00
347 E 1st St	5	3	5	5	0	0	5	5	0	10	5	0	53	written permission to demolish and invoice			\$	12,000.00	
255 S. Main	5	3	5	5	0	0	10	5	5	5	5	0	53	written permission to demolish and invoice			\$	15,000.00	
313 East 2nd St	5	3	5	5	0	0	5	0	10	5	10	0	63	abandoned, holes in roof, no lock on rear door			\$	17,000.00	
223 John St.	5	3	5	5	0	0	10	0	10	10	10	0	83	burn structure 4/26/23 demo complete			\$	11,206.12	
150 Bennett	5	3	5	5	0	0	5	5	10	10	10	0	68	holes in roof, siding falling off, holes in floors, owner wants to do			\$	17,000.00	
258 Brown ave	5	5	5	5	0	0	1	5	5	10	10	0	66	drug house,			\$	20,000.00	
118 West 5th st	5	5	5	5	0	0	5	5	10	5	10	0	70	very overgrown, permit issued for repairs			\$	17,000.00	
342 Arch St	0	3	5	5	0	0	5	0	5	5	10	5	43	Roof damage, floor and ceiling damage,			\$	17,000.00	
330 Arch St	5	3	5	5	0	0	5	0	5	10	10	5	58	roof, ceiling, floor, window and door damage			\$	17,000.00	
369 W 2nd st	0	3	5	5	0	0	10	5	5	10	10	0	68	Abandoned, holes in roof, no lock on rear door, dead end estate			\$	15,000.00	
<b>Demolished:</b>														<b>Total Proposed Cost for Demolitions:</b>			\$	<b>619,414.88</b>	
239 Brooke St	5	3	5	5	0	0	5	5	10	10	10	0	73	demolished			\$	-	
230 W 2nd St	5	3	5	5	0	0	10	5	10	5	10	10	0	73	demolished			\$	-
419 W. 2nd st	5	3	5	5	0	0	10	5	10	5	10	0	68	building permit expired, no work completed.			\$	15,000.00	
415 N. River	5	3	5	5	0	0	10	5	10	5	10	10	0	68	safety inspection completed, not feasible to repair, multiple own			\$	17,000.00

Estimated amount to finish current list

\$ 337,000.00



## Proposed City Priority Path for Demolitions

UPDATED 1 FEB 2024

1. Owned by City (signed over by owner or acquired via tax sale)
2. Fire Damaged
3. Owner Willing to Pay for Demo
4. Dilapidated Property Rating (highest to lowest)
5. Exclude priority properties that owners are active on potential remedy (for sale, active building permit, appealed)

## Weston Animal Control Officer

### January Report

With this month being really wet and freezing I helped 2 landlords get cats put of houses so they didn't get let out to breed. Also had several surrenders from people moving and couldn't take the cats I picked it up so that they wouldn't leave it behind. I help assist Mike on collecting a few animals left behind in subzero temperature when a family moved out. I loaned traps to people who had a way to watch them and take the cats out of the weather instantly. I helped them get the cats to SNIPWV they made and paid for the appointments themselves and was able to convince them to keep and release only a few and adopt a few out and rehomed some to a new barn home out of town. 2 cats were ran over and I removed them from the street. I picked up a few that were wondering around shadybrook very sick and 2 didn't make it more than 2- 3 days under care at the Lewis-Upshur Animal Control Facility.

Owner Surrendered Cats: 11 - 3 were previously fixed all 11 adopted or sent to rescue and fixed

Friendly Feeder Caught Cats: 5 – 2 adopted, 2 went to rescue

Cats Caught by Loaned Traps – 17 All fixed and 4 released, 8 adopted, 5 to new barn homes

Injured cats – 2 unfortunately euthanized due to severe injury

Extremely Sick Cats Found – 3 – 2 passed away, 1 euth for prolonged illness without getting better



**M Lewis <mlewis@cityofwestonwv.com>**

## **REAP**

5 messages

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**M Lewis <mlewis@cityofwestonwv.com>**

Fri, Dec 1, 2023 at 11:15 AM

To: "King, John M.S" <john.m.s.king@wv.gov>, "Rogers, Sandra D" <sandra.d.rogers@wv.gov>

Is there a new application that needs filled out for the upcoming grant fiscal year? I did the survey back in the summer but haven't heard anything further. The program has worked wonders for us this year and we would love to participate this coming year as well. We were pleasantly surprised that we were able to raze more buildings than we first expected. Please let me know if there is something I need to do to make sure we are in the running again this year.

—  
Marty Lewis

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**King, John M.S <john.m.s.king@wv.gov>**

Fri, Dec 1, 2023 at 12:06 PM

To: M Lewis <mlewis@cityofwestonwv.com>

Cc: "Rogers, Sandra D" <sandra.d.rogers@wv.gov>

Hey Marty,



Weston was not selected for the next round of funding, but don't be discouraged. You all were one of our bright stars and will certainly be considered for future funding. We are looking at around 85 new applicants and are trying to spread the money as far as possible. So, it's nothing you did or didn't do. I'll keep you posted as new opportunities come up.

Thanks,  
John

[Quoted text hidden]

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John M.S. King  
Office of Environmental Advocate  
Environmental Resource Analyst  
601 57<sup>th</sup> St. SE, Charleston, WV 25304  
Direct Office No.: 304-414-9760  
John.M.S.King@wv.gov

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**M Lewis** <mlewis@cityofwestonwv.com>

Wed, Jan 31, 2024 at 1:10 PM

To: Nate Stansberry <nstansberry@cityofwestonwv.com>

[Quoted text hidden]

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Marty Lewis

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**Nate Stansberry** <nstansberry@cityofwestonwv.com>

Wed, Jan 31, 2024 at 1:07 PM

Weston was not selected for the next round of funding, but don't be discouraged. You all were one of our bright stars and will certainly be considered for future funding. We are looking at around 85 new applicants and are trying to spread the money as far as possible. So, it's nothing you did or didn't do. I'll keep you posted as new opportunities come up.

Thanks,  
John

[Quoted text hidden]

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John M.S. King  
Office of Environmental Advocate  
Environmental Resource Analyst  
601 57<sup>th</sup> St. SE, Charleston, WV 25304  
Direct Office No.: 304-414-9760  
John.M.S.King@wv.gov

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**M Lewis** <mlewis@cityofwestonwv.com>

Wed, Jan 31, 2024 at 1:10 PM

To: Nate Stansberry <nstansberry@cityofwestonwv.com>

[Quoted text hidden]

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Marty Lewis

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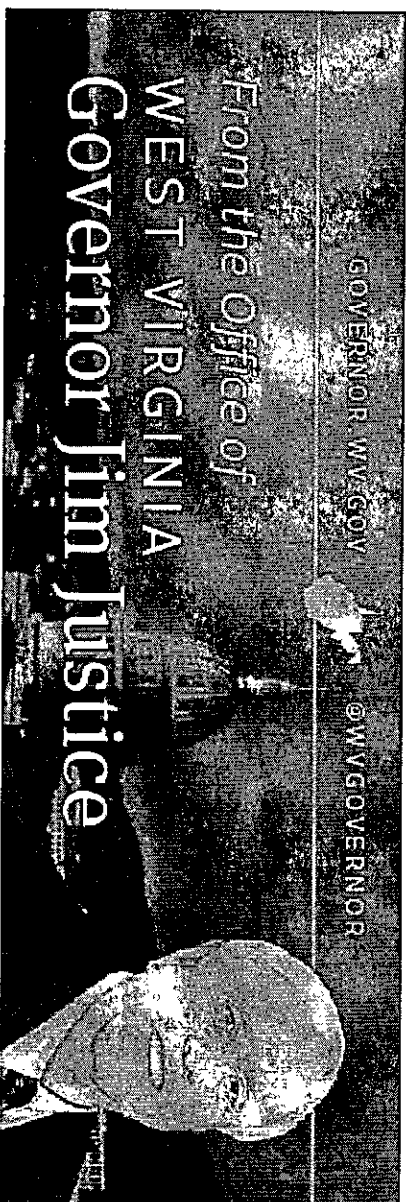
**Nate Stansberry** <nstansberry@cityofwestonwv.com>

Wed, Jan 31, 2024 at 1:07 PM

City of Weston, WV Mail - Fwd: Gov. Justice, WVDEP announce second phase of Reclamation of Abandoned and Dilapidated Properties Program

A message for Nate Stansberry  
- nstansberry@cityofwestonwv.com

[View this email in your browser](#)



**FOR IMMEDIATE RELEASE**  
Wednesday, January 31, 2024

## **Gov. Justice, WVDEP announce second phase of Reclamation of Abandoned and Dilapidated Properties Program**

**dep** WVDEP REAP Dilapidated Properties Program 2024 DLAP Phase 2 Sub Grant Projections

- 69 Awardees
- 13 Counties
- 56 Municipalities
- 1,290 Targeted Dilapidated Properties
- \$15,662,250 Appropriated for Demolition

**REAP**  
Reclaiming WV Communities and Our Future

The infographic includes a map of West Virginia with shaded regions indicating targeted areas for demolition. The map is titled 'REAP Reclaiming WV Communities and Our Future' and shows various counties and municipalities.

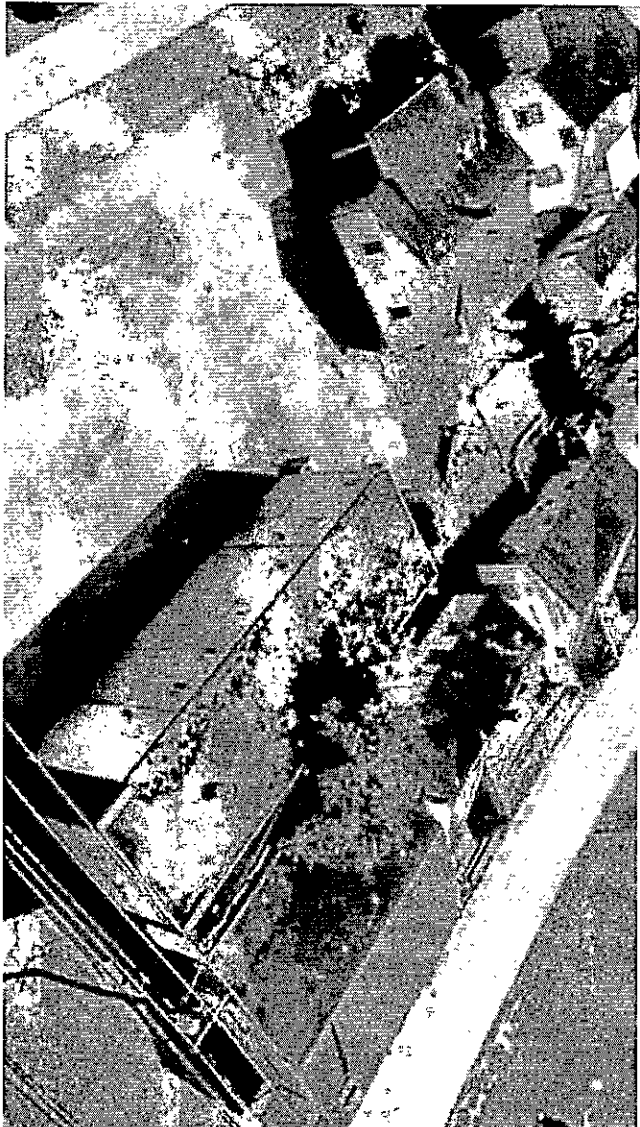
**CHARLESTON, WV** — Gov. Jim Justice and the West Virginia Department of Environmental Protection (WVDEP) announced today that 69 communities will receive over \$15.6 million in grant funding as part of the second phase of the State's Reclamation of Abandoned and Dilapidated Properties Program (DLAP).

The funding represents a significant step forward in the state's ongoing efforts to address and mitigate the challenges posed by abandoned and dilapidated properties across West Virginia.

In this ambitious second phase, a total of 69 communities, including towns, cities, and counties, have been approved for grants amounting to \$15,662,250.

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## **NITRO, WEST VIRGINIA**



BEFORE



AFTER

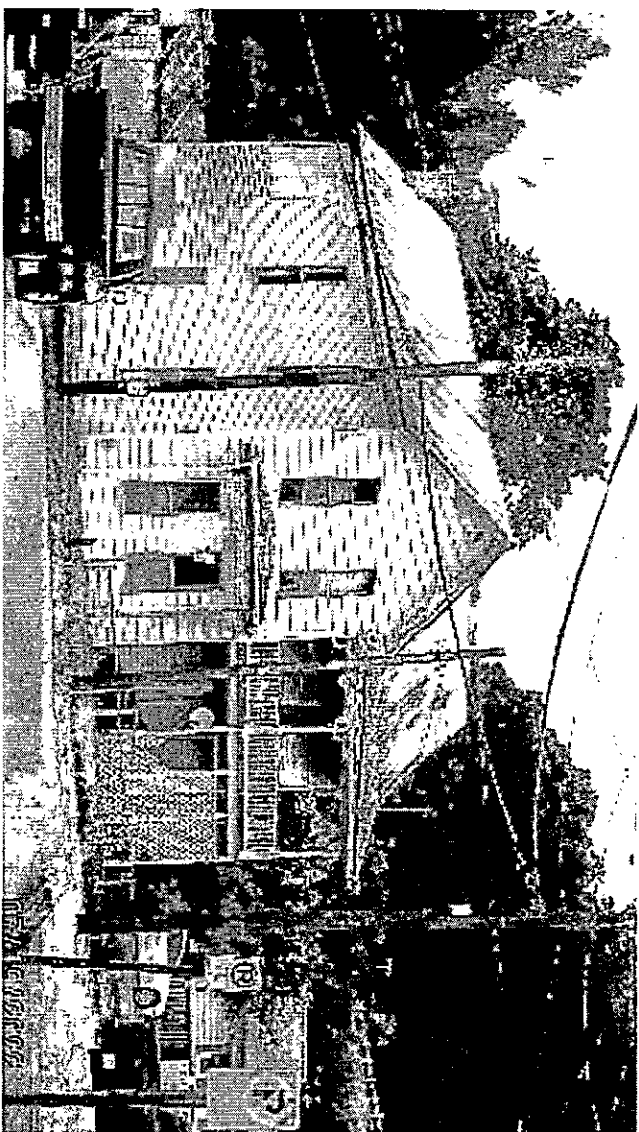
"These funds are helping move West Virginia in the right direction," Gov. Justice said. "Let's be clear: West Virginia is on the rise. We're attracting visitors and businesses from all over the world, and our future is brighter than ever. This funding provides the rocket boost needed to propel us forward, because we are tearing down what's holding us back and making way for what's to come. I thank the WVDEP for their incredible work to get this second phase across the finish line."

This funding will reimburse the communities for expenses related to the demolition of 1,290 targeted structures, marking a substantial increase in the program's reach and impact compared to its pilot phase.

Mirroring the outreach conducted for DLAP's inaugural phase last year, the WVDEP sent interactive questionnaire surveys to all 55 counties and to all incorporated municipalities in West Virginia. It received responses from 43 counties and 124 municipalities.

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**HINTON, WEST VIRGINIA**



BEFORE



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Grant selections were made from this list of respondents following a comprehensive review process based on certain minimum requirements and American Rescue Plan Act (ARPA) guidelines to ensure the funds are used efficiently and effectively and have a significant potential for positive community impact. The selected projects span the state, from Weirton in Hancock County to Wyoming County, showcasing the widespread need for such an initiative.

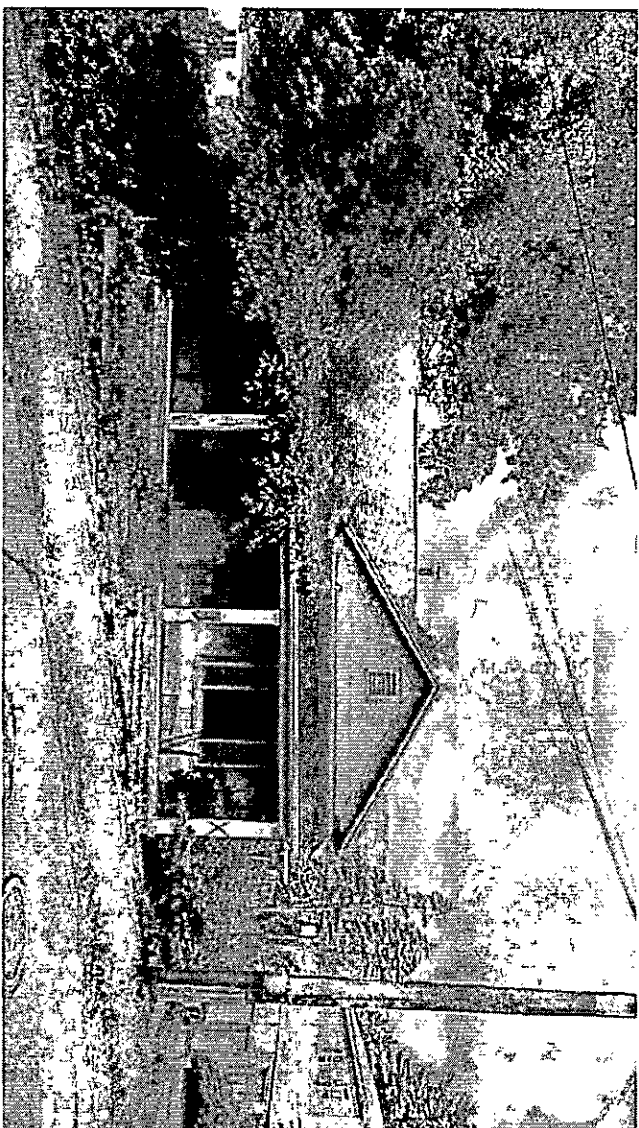
"This program is about more than just tearing down old buildings – it's about building up our communities, making them safer, and preparing them for future productive use," said WVDEP Cabinet Secretary Harold Ward. "We're not just clearing away the old; we're laying the foundation for the new."

The WVDEP will administer the funding and is committed to providing technical assistance and support throughout the execution of these projects. Selected communities will have 12 months to spend their budgeted amount, with the possibility for a single six-month extension. No payments will be made until demolition work is completed and all required supportive documentation has been submitted.

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**MANNINGTON, WEST VIRGINIA**





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**The selected communities include:**

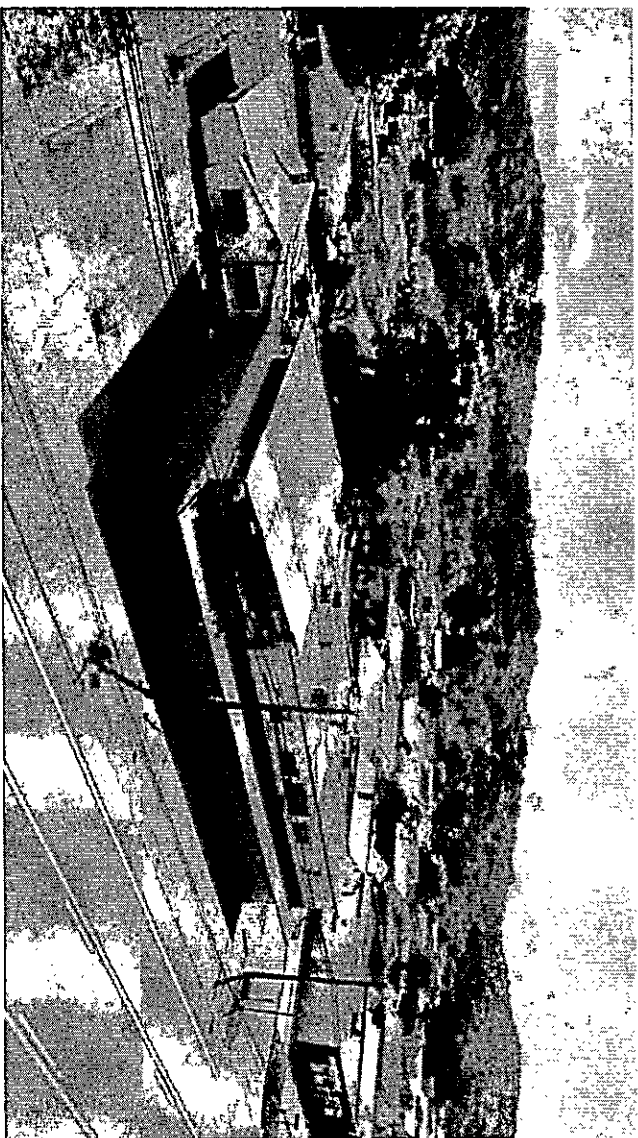
- Anmore – \$143,000
- Beckley – \$487,000
- Belington – \$39,000
- Belmont – \$39,000
- Bluefield – \$650,000
- Cameron – \$169,000
- Charleston – \$500,000
- Chester – \$195,000
- Clarksburg – \$390,000
- Delbarton – \$130,000
- Dunbar – \$73,400
- Durbin – \$78,000
- Fairmont – \$468,000
- Fairview – \$117,000
- Farmington – \$130,000
- Gassaway – \$130,000
- Glenville – \$65,000
- Grafton – \$429,000
- Grant Town – \$263,000
- Greenbrier County Commission – \$572,000
- Hancock County Commission – \$117,000
- Harrison County Commission – \$413,500
- Hinton – \$481,000
- Hundred – \$65,000
- Huntington – \$213,000
- Kanawha County Commission – \$1,500,000
- Kingwood – \$78,000

City of Weston, WV Mail - Fwd: Gov. Justice, WVDEP announce second phase of Reclamation of Abandoned and Dilapidated Properties Program

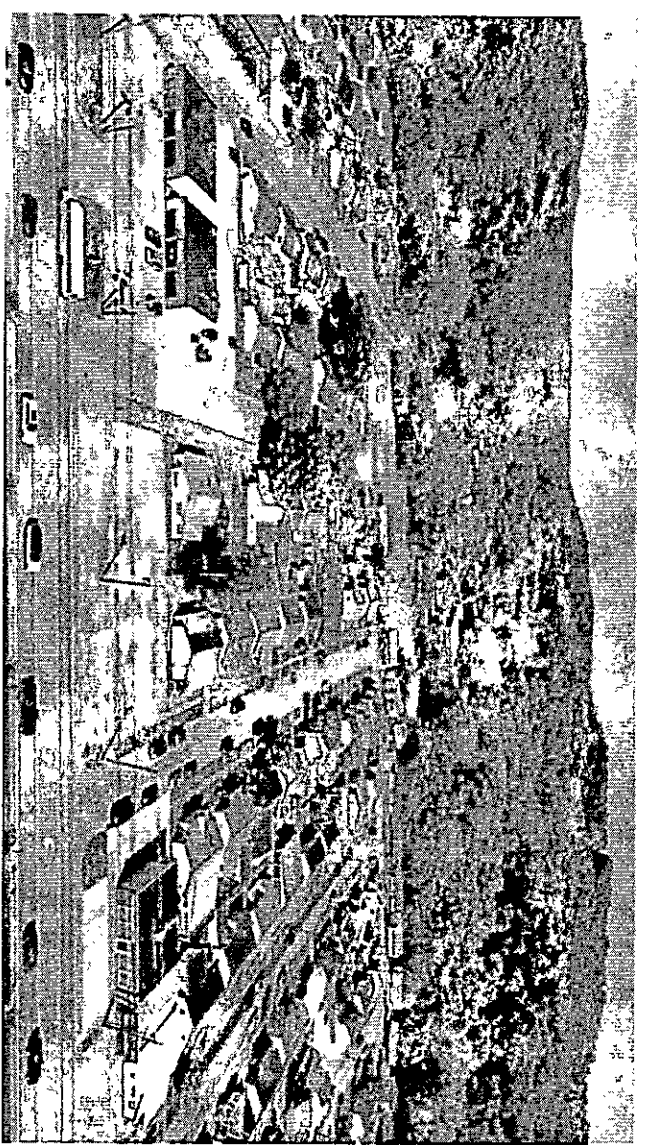
- Logan - City of – \$156,000
- Lost Creek – \$52,000
- Madison – \$78,000
- Mannington – \$286,000
- Marlinton – \$156,000
- Mason – \$20,000
- Mason County Commission – \$52,000
- Masontown – \$130,000
- Mercer County – \$750,000
- Milton – \$76,000
- Mingo County – \$143,000
- Montgomery – \$65,000
- Morgantown – \$650,000
- Moundsville – \$169,000
- New Martinsville – \$260,000
- Nitro – \$234,000
- Pennsboro – \$26,000
- Philippi – \$130,000
- Piedmont – \$151,850
- Princeton – \$78,000
- Raleigh County Commission – \$494,000
- Richwood – \$260,000
- Roane County Commission – \$156,000
- Ronceverte – \$182,000
- Rupert – \$169,000
- Salem – \$145,500
- Sistersville – \$195,000
- Smithfield – \$104,000
- St Albans – \$182,000
- St Marys – \$104,000

- Summers County Commission – \$201,000
  - Wardensville – \$26,000
  - Webster County Commission – \$260,000
  - Weirton – \$78,000
  - West Milford – \$65,000
  - Westover – \$78,000
  - Wheeling – \$377,000
  - White Sulphur Springs – \$234,000
  - Williamson – \$260,000
  - Wood County Commission – \$182,000
  - Worthington – \$78,000
  - Wyoming County – \$234,000
- 

**NITRO, WEST VIRGINIA**



BEFORE



AFTER

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**CONTACT THE COMMUNICATIONS OFFICE**

**Jordan Damron**  
**Director of Communications, Assistant Legal Counsel**  
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**FOLLOW GOVERNOR JUSTICE**



## Business License Report

For the Month of

JANUARY 2024

<u>Name</u>	<u>Occupation</u>	<u>Date</u>
Davis Heating & Cooling And Electrical LLC 2880 Sycamore Lick Road Jane Lew, WV 26378	Contractor	01-12-2024
KINnections LLC Titus Swan 9 Lightburn Street Buckhannon, WV 26201	All Other	01-24-2024

<b><u>City Manager Status of Works</u></b>		as of 2/2/2024
	<b><u>City Attorney</u></b>	<b><u>Status</u></b>
	Acquisition of American Water Dam Property	offer made by American Water; engaged LC EDA
	Codification	continuing periodic meetings with CA
	Municipal Court Prosecutions	ongoing
	Annexation	held public meeting; awaiting work from Walmart
	Kenny Hall apartment development	continues development; city not needed at this date
	Ongoing dilapidated property acquisitions	ongoing
	<b><u>City Clerk</u></b>	
	Municipal Court	working on backlog tickets
	B&O Tax Collections	intend to review with Finance Manager for better efficiencies
	City Bids	put out mowing bid
	<b><u>City Finance Manager</u></b>	
	Municipal Fee Study	working with City Manager
	Municipal Fee Setup and Possible Migration	awaitng WSB merger possibility
	Americorps Program Planning Year	interviewing candidates
	<b><u>City Manager</u></b>	
	New Signage for City Hall	working with Mayor
	New Office Space for City Hall	targeting Feb for wall buildout; delayed due to demos
	First Due Fire Fee	integrated for consideration into municipal fee ordinance
	HubCAP Community	monthly meetings ongoing; discussing possible technical proj
	<b><u>Code Enforcement/Building Department</u></b>	
	Creation of Vacant Structures Database	desire to try Excel for time being
	Creation of Building Permit Database	left at sales calls for time being
	Dilapidated Building Grant Program Admin	ongoing
	Feline Control	spade and neuter campaign continues
	<b><u>Fire Department</u></b>	
	Emergency Response Planning for City	will be started in next 1-2 months
	School and Public Outreach	ongoing
	<b><u>Historic Landmark Commission</u></b>	
	Façade Grant Program	roughly 50% complete or near completion
	Weston Cultural Center	RFPs received; will be reviewed and interviewed in Feb
	Updated Historic Registry	no progress
	<b><u>Parks and Recreation</u></b>	
	Riverfront Park Project	preparing RFP for engineering services
	Whelan Park Partnership	ownership transition
	Mary Conrad Park Planning	needs 501c3 to be sponsor
	Carp Festival	awaiting Park Board reformation for decision on 2024 event
	Christmas Parade	see ya next year!
	<b><u>Planning Commission</u></b>	

	Updated Comprehensive Plan	Held meeting in January that wrapped up org of feedback
	<b><u>Police Department</u></b>	
	Downtown Camera Project	seeking good weather; followed up with call for camera instal
	Body Camera Installation	complete
	Speed Data Monitoring	actively deployed when complaint of speeding
	Retention and Salary Adjustment	met with staff and presenting police pay scale
	<b><u>Street Department/Stormwater</u></b>	
	Stormwater Mapping	targeting end of Feb for field work
	Paving Works	will develop spring list in March after salt budget assessed
	4th St Sidewalk @ Lively	spring/summer 2024 before paving
	Brown Avenue Stormsewer	awaiting Nate and Mike design
	Downtown Beautification	needs lights quoted for possible ARPA acquisition
	Downtown Historic Signage	awaiting design from HLC
	Sidewalk Planning/Program	City Manager present program in March for approval
	Street and Curb Painting	awaiting painting weather
	Utility Cuts	continued discussions with Am Water and Hope Gas for coordinatio
	<b><u>Sanitary Sewer Department</u></b>	
	System Mapping	winter work in conjunction with Stormwater mapping
	Pump Station #1 Rehabilitations	needs planned
	Disconnection of Rooftop Gutters	need to develop plan with Code Enforcement
	Merger Discussion	merger still in progress; working on budget and reporting
	Sludge Project	awaiting next steps from IJDC funding; timeline resubmitted



## Ordinance Creating the Weston Land Reuse Agency

### §1 SHORT TITLE.

This Ordinance shall be known and may be cited as the "Weston Land Reuse Authority Act". The city agency created under this ordinance shall be known as the "Weston Land Reuse Agency" or "Weston LRA" or "WLRA" or "Land Reuse Authority" or "Land Reuse Agency."

### §2 PURPOSE.

The City of Weston finds that there exists a continuing need rehabilitate dilapidated buildings and to strengthen and revitalize the economy and that it is in the best interests of the city to assemble or dispose of public property in a coordinated manner in order to foster the development of that property and to promote economic growth, reduce crime, reduce transiency, reduce blight, and reduce dilapidation of buildings within the city. It is declared to be a valid public purpose for a Land Reuse Authority created under this subchapter to acquire, manage, rent, develop, assemble, dispose of and quiet title to property. It is further declared to be a valid public purpose for the Land Reuse Authority created under this subchapter to provide for the financing of the acquisition, assembly, disposition and quieting of title to property, and to exercise other powers granted under this subchapter. The City of Weston finds that the Land Reuse Authority and powers conferred by this subchapter constitute a necessary program and serve a necessary public purpose.

### §3 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**BOARD** means the board of directors of the City's land reuse agency

**DECONSTRUCT** means to attempt to remove salvageable pieces of a structure prior to or as part of demolition or renovation.

**FINANCIAL INSTITUTION.** A bank, savings association, operating subsidiary of a bank or savings association, credit union, association licensed to originate mortgage loans or an assignee of a mortgage or note originated by such an institution.

**LAND REUSE AGENCY** or **LAND REUSE AUTHORITY** or **AUTHORITY.** The City of Weston Land Reuse Agency.

**MUNICIPALITY.** The City of Weston.

**REAL PROPERTY.** All lands, including improvements and fixtures on them and property of any nature appurtenant to them or used in connection with them and every

estate, interest and right, legal or equitable, in them, including terms of years and liens by way of judgment, mortgage or otherwise, and indebtedness secured by the liens.

#### **§4 CREATION AND EXISTENCE.**

The City of Weston Land Reuse Agency is hereby constituted under authority of W. Va. Code 31-18E-1 et seq. The name of the agency shall be the "City of Weston Land Reuse Agency." The terms "Agency," or "LRA," or "Board" shall be synonymous, and be used as shorthand, for the City of Weston Land Reuse Agency.

#### **§3 MEETINGS OPEN TO THE PUBLIC; PUBLIC HEARINGS.**

All matters before the Board, except those exempt under the applicable open meetings laws, shall be considered and voted on in an open meeting. Any matter put before a vote by the Board shall be first subject to the provision of a public hearing on the issue. The public hearing requirement shall be met where the Chair provides an opportunity for any person in attendance to speak on the issue prior to vote.

#### **§4 COMPOSITION OF BOARD.**

##### *(A) The Board in general*

- (1) The Board shall be made up of five (5) members
- (2) The makeup of the Board shall be consistent with West Virginia Code §31-18E-5

##### *(B) Eligibility to serve on Board.*

(1) Notwithstanding any law to the contrary, a public officer is eligible to serve as a Board member, and the acceptance of the appointment neither terminates nor impairs that public office;

- (2) A municipal employee is eligible to serve as a Board member;
- (3) The Board shall include at least one voting member who:
  - (a) Is a resident of the city;
  - (b) Is not a public official or municipal employee; and
  - (c) Maintains membership with a recognized civic organization within the city.

(4) A member removed under rules created by the Board pursuant to (E)(3) of this section is ineligible for reappointment to the Board unless the reappointment is confirmed by a unanimous vote of the Board, which shall mean a unanimous vote of all board members and not a unanimous vote of a quorum of board members ;

(5) As used in this subsection, the term **PUBLIC OFFICER** means an individual who is elected to office.

##### *(C) Makeup of the Board*

The Board shall be made up of the following persons:

- 1) Mayor of Weston;
- 2) City Manager of Weston;
- 3) A resident member as qualified by the requirements of West Virginia Code §31-18E-5(b)(3), which includes being a resident of the City of Weston and is not a public official or employee and maintains membership in a recognized civic organization within the City of Weston;
- 4) A City Councilmember elected by the City Council;
- 5) A City Councilmember elected by the City Council;
- 6) Director of the Lewis County Economic Development Authority (citizenship in Weston is not required);
- 7) Weston Building Code Official

(D) *Officers.* The members of the Board shall select annually from among their members a Chair, Vice Chair, Secretary, Treasurer and other officers as the Board determines.

(E) *Rules.* The Board shall establish rules on all of the following:

- (1) Duties of officers;
- (2) Attendance and participation of members in its regular and special meetings;
- (3) A procedure to remove a member by a majority vote of the other members for failure to comply with a rule; and
- (4) Other matters necessary to govern the conduct of a land reuse agency.

(F) *Vacancies.* A vacancy on the Board shall be filled in the same manner as the original appointment. Upon removal under this section, the position becomes vacant.

(G) *Compensation.* Board members serve without compensation. The Board may reimburse a member for expenses actually incurred in the performance of duties on behalf of the land reuse agency.

(H) *Meetings.*

- (1) The Board shall meet as follows:
  - (a) In regular session according to a schedule adopted by the Board;
  - (b) In special session:
    1. As convened by the Chair; or

2. Upon written notice signed by a majority of the members.

(2) A majority of the Board, excluding vacancies, is a quorum. Physical presence is required under this division (F)(2).

(I) *Voting.*

(1) Except as set forth in division (G)(2) or (G)(3) below or elsewhere in this subchapter, action of the Board must be approved by the affirmative vote of a majority of the Board present and voting.

(2) Action of the Board on the following matters must be approved by a majority of the entire Board membership:

(a) Adoption of bylaws;

(b) Adoption of rules under division (C) above;

(c) Hiring or firing of an employee or contractor of the land reuse agency. This function may, by majority vote of the entire Board membership, be delegated by the Board to a specified officer or committee of the land reuse agency;

(d) Incurring of debt;

(e) Adoption or amendment of the annual budget; or

(f) Sale, lease, encumbrance or alienation of real property or personal property with a value of more than \$50,000.

(3) A resolution under §12 of this Ordinance, relating to dissolution of the agency, must be approved by two-thirds of the entire Board membership.

(4) A member of the Board may not vote by proxy.

(5) A member may request a recorded vote on any resolution or action of the land reuse agency.

(J) *Immunity.* The city shall not be liable personally on the bonds or other obligations of the land reuse agency pursuant to W. Va. Code 31-18E-5 et seq. Rights of creditors of the Authority are solely against the Authority.

(K) *Board member terms.*

- The Mayor's term shall last as long as he/she holds the position of Mayor.
- The City Manager's term shall last as long as he/she is the City Manager.
- The Resident Member's term shall last two years, at which time he/she may be reappointed by Council.
- The Local Business Representative's term shall last two years, at which time he/she may be reappointed by Council.
- The Lewis County EDA Director's term shall last as long as he/she holds the position of Director of the Lewis County Economic Development Authority. In the event the Lewis County EDA Director is removed from the Board, the Council may appoint anyone of its choosing to fill the position until either 1) the Council

unanimously votes to put the Lewis County EDA Director back on the Board or 2) a new Director of the Lewis County EDA is appointed, at which time, said Director shall become a member of the Board and his/her temporary replacement shall be replaced. Appointments shall be suggested by the Mayor and approved by majority vote of Council. The Mayor shall serve as a tie-breaking vote in confirmation of appointed members.

#### **§5 STAFFING.**

(A) *Employees.* The Board may employ or enter into a contract for an executive director, counsel and legal staff, technical experts and other individuals and may determine the qualifications and fix the compensation and benefits of those employees.

(B) *Contracts.* The Board may enter into a contract with the city for:

- (1) The city to provide staffing services to the Authority; or
- (2) The Authority to provide staffing services to the city.

#### **§6 POWERS OF AUTHORITY.**

The City of Weston Land Reuse Authority is a public body, corporate and politic, exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this subchapter, including, but not limited to, the following:

- (A) To adopt, amend and repeal bylaws for the regulation of its affairs and the conduct of its business;
- (B) To sue and be sued in its own name and be a party in a civil action. This division (B) includes an action to clear title to property of the Authority;
- (C) To adopt a seal and to alter the same at pleasure;
- (D) To borrow from federal government funds, from the state, from private lenders or from the city upon its consent, as necessary, for the operation and work of the Land Reuse Agency;
- (E) To issue negotiable revenue bonds and notes according to the provisions of this subchapter;
- (F) To procure insurance or guarantees from the federal government or the state of the payment of debt incurred by the Land Reuse Agency and to pay premiums in connection with the insurance or guarantee;

(G) To enter into contracts and other instruments necessary, incidental or convenient to the performance of its duties and the exercise of its powers. This division (G) includes intergovernmental cooperation agreements for the joint exercise of powers under this subchapter;

(H) To enter into contracts and intergovernmental cooperation agreements with other governmental entities for the performance of functions by the entities on behalf of the Authority or by the Authority on behalf of the entities;

(I) To make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Authority. Any contract or instrument signed shall be executed by and for the Authority if the contract or instrument is signed, including an authorized facsimile signature, by:

(1) The Chair or, if the Chair is incapacitated or otherwise unavailable, Vice Chair of the Authority; and

(2) Either:

(a) The Treasurer of the Authority; or

(b) The Secretary of the Authority.

(J) To procure insurance against losses in connection with the real property, assets or activities of the Authority;

(K) To invest money of the land reuse agency at the discretion of the Board in instruments, obligations, securities or property determined proper by the Board and to name and use depositories for its money;

(L) To enter into contracts for the management of, the collection of rent from or the sale of real property of the Authority;

(M) To design, develop, construct, demolish, reconstruct, deconstruct, rehabilitate, renovate, relocate and otherwise improve real property or rights or interests in real property;

(N) To fix, charge and collect rents, fees and charges for the use of real property of the Authority and for services provided by the Authority;

(O) To grant or acquire licenses, easements, leases or options with respect to real property of the land reuse agency;

(P) To enter into partnerships, joint ventures and other collaborative relationships with municipalities, counties and other public and private entities for the ownership, management, development and disposition of real property;

(Q) To organize and reorganize the executive, administrative, clerical and other departments of the Authority and to fix the duties, powers and compensation of employees, agents and consultants of the Authority; and

(R) To do all other things necessary or convenient to achieve the objectives and purposes of the Authority or other law related to the purposes and responsibility of the Authority.

## **§7 ACQUISITION OF PROPERTY.**

(A) *Title to property.* The Authority shall hold in its own name all real property it acquires.

(B) *Tax exemption.*

(1) Except as set forth in division (B)(2) below, the real property of the Authority and its income and operations are exempt from property tax pursuant to W. Va. Code 31-18E-9(b).

(2) Division (B)(1) above does not apply to real property after the fifth consecutive year in which the real property is continuously leased to a private third party. However, real property continues to be exempt from property taxes if it is leased to a nonprofit or governmental agency at substantially less than fair market value.

(C) *Methods of acquisition.* The Authority may acquire real property or interests in real property by any means on terms and conditions and in a manner it considers proper; provided, that the Authority may not acquire any interest in oil, gas or minerals which have been severed from the realty.

(D) *Acquisitions from municipalities or counties.*

(1) The Authority may acquire real property by purchase contracts, lease purchase agreements, installment sales contracts and land contracts and may accept transfers from the City of Weston, or Lewis County for property within the city limits, upon terms and conditions as agreed to by the Authority and the municipality or county.

(2) A municipality or county may transfer to the Authority real property and interests in real property of the municipality or county on terms and conditions and according to procedures determined by the municipality or county as long as the real property is located within the jurisdiction of the Authority.

(E) *Maintenance.* The Authority shall maintain all of its real property in accordance with the statutes of the state and ordinances of the City of Weston.

(F) *Prohibition.*

(1) Subject to the provisions of division (F)(2) below, the Authority may not own or hold real property located outside the jurisdictional boundaries of the City of Weston.

(2) The Authority may be granted Authority pursuant to an intergovernmental cooperation agreement with the City of Weston or Lewis County to manage and maintain real property located within the jurisdiction of the municipality or county.

(G) *Acquisition of tax delinquent properties.*

(1) Notwithstanding any other provision of this code to the contrary, if authorized by the land reuse jurisdiction which created a land reuse agency or municipal land bank or

otherwise by intergovernmental cooperation agreement, a land reuse agency or municipal land bank may acquire an interest in tax-delinquent property through the provisions of Chapter 11A of this code. If any unredeemed tract or lot or undivided interest in real estate offered for sale at public auction remain unsold following the auction, , the Auditor shall provide a list of all of said real estate within a land reuse or municipal land bank jurisdiction to the land reuse agency or municipal land bank and the land reuse agency or municipal land bank shall be given an opportunity to purchase the tax lien and pay the taxes, interest, and charges due for any unredeemed tract or lot or undivided interest therein as if the land reuse agency or municipal land bank purchased the tax lien at the tax sale.

(2) Notwithstanding any other provision of this code to the contrary, if authorized by the land reuse jurisdiction which created a land reuse agency or municipal land bank or otherwise by intergovernmental cooperation agreement, the land reuse agency or municipal land bank shall have the right of first refusal to purchase any tax-delinquent property which is within municipal limits, and meets one or more of the following criteria: (A) It has an assessed value of \$50,000 or less; (B) there are municipal liens on the property that exceed the amount of back taxes owed in the current tax cycle; (C) the property has been on the municipality's vacant property registry for 24 consecutive months or longer; (D) the property was sold at a tax sale within the previous three years, was not redeemed, and no deed was secured by the previous lien purchaser; or (E) has been condemned: *Provided*, That the land reuse agency or municipal land bank satisfies the requirements of subdivision (3) of this subsection. A list of properties which meet the criteria of this subdivision shall regularly be compiled by the sheriff of the county, and a land reuse agency or municipal land bank may purchase any qualifying tax-delinquent property for an amount equal to the taxes owed and any related fees before such property is placed for public auction.

(3) When a land reuse agency or municipal land bank exercises a right of first refusal in accordance with subdivision (2) of this section, the land reuse agency or municipal land bank shall, within 15 days of obtaining a tax deed, provide written notice to all owners of real property that is adjacent to the tax-delinquent property. Any such property owner shall have a period of 120 days from the receipt of notice, actual or constructive, to express an interest in purchasing the tax-delinquent property from the land reuse agency or municipal land bank for an amount equal to the amount paid for the property plus expenses incurred by the land reuse agency or municipal land bank: *Provided*, That the land reuse agency or municipal land bank may refuse to sell the property to the adjacent property owner that expressed interest in the tax-delinquent property if that property owner or an entity owned by the property owner or its directors is delinquent on any state and local taxes or municipal fees on any of their property.

(H) Pursuant to West Virginia Code §31-18E-9(g)(4), the provisions of subdivisions (2) and (3) of §7(G) shall, on July 1, 2025, sunset and have no further force and effect.



- (l) Prior to January 1, 2025, if the Authority powers granted by §7(G) shall submit to the Joint Committee on Government and Finance a report on the entity's activities related to the purchase of tax-delinquent properties and any benefits realized from the authority granted by this subsection

## **§8 DISPOSITION OF PROPERTY.**

(A) *Public access to inventory.* The Authority shall maintain and make available for public review and inspection an inventory of real property held by the Authority.

(B) *Power.* The Authority may convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the Authority in the form and by the method determined to be in the best interests of the Authority.

(C) *Consideration.*

(1) The Authority shall determine the amount and form of consideration necessary to convey, exchange, sell, transfer, lease as lessor, grant or mortgage interests in real property.

(2) Consideration may take the form of monetary payments and secured financial obligations, covenants and conditions related to the present and future use of the property, contractual commitments of the transferee and other forms of consideration as determined by the Board to be in the best interest of the Authority.

(D) *Policies and procedures.*

(1) The Board shall determine and state in the Board's policies and procedures the general terms and conditions for consideration to be received by the Authority for the transfer of real property and interests in real property, including, but not limited to, a process for distribution of any proceeds to any claimants, taxing entities and the Authority.

(2) Requirements which may be applicable to the disposition of real property and interests in real property by municipalities or counties shall not be applicable to the disposition of real property and interests in real property by the Authority.

(E) *Ranking of priorities.*

(1) The Authority may establish a hierarchical ranking of priorities for the use of real property conveyed by the Authority, including use for:

- (a) Purely public spaces and places;
- (b) Affordable housing;
- (c) Conservation areas; and
- (d) Retail, commercial and industrial activities.

(2) The priorities established may be for the entire land reuse jurisdiction or may be set according to the needs of different neighborhoods or other locations within the land reuse jurisdiction, or according to the nature of the real property.

(F) *Land use plans.* The Authority shall consider all duly adopted land use plans and make reasonable efforts to coordinate the disposition of Authority real property with the land use plans.

(G) The Board may delegate to officers and employees the Authority to enter into and execute agreements, instruments of conveyance and other related documents pertaining to the conveyance of real property by the Authority.

#### **§9 FINANCING OF THE AUTHORITY.**

(A) *General rule.* The Authority may receive funding through grants and loans from:

- (1) The federal government;
- (2) The state;
- (3) A municipality or county; and
- (4) Private or other public sources.

(B) *Funding.* The Authority may receive and retain payments for services rendered, for rents and leasehold payments received, for consideration for disposition of real and personal property, for proceeds of insurance coverage for losses incurred, for income from investments and for an asset and activity lawfully permitted to a land reuse agency under this subchapter.

(C) the Authority is permitted to receive portions of property taxes from property that the Authority conveyed pursuant to West Virginia Code §31-18E-11(c), et. seq.

#### **§10 BORROWING AND ISSUANCE OF BONDS.**

(A) *Authority.*

(1) The Authority may issue a bond for any of its corporate purposes in accordance with this subchapter and the Authority set forth in W. Va. Code 31-18E-12.

(2) The principal and interest of a bond is payable from the Authority's general revenue.

(3) The bond may be secured by any of the following:

(a) A pledge of revenue. This division (A)(3)(a) includes a grant or contribution from:

1. The federal government or a federal agency or instrumentality; or
2. The state, a state agency or an instrumentality of the state.

(b) A mortgage of property of the Authority.

(B) *Nature.* The bond is a negotiable instrument under the provisions of W. Va. Code Ch. 46, Art. 8.

(C) *Tax exempt.* A bond and the income from the bond is exempt from taxation by:

- (1) The state; and
- (2) A political subdivision.

(D) *Procedure.*

(1) A bond must be authorized by resolution of the Board and shall be a limited obligation of the Authority.

(2) The principal and interest, costs of issuance and other costs incidental to the bond are payable solely from the income and revenue derived from the sale, lease or other disposition of the assets of the Authority. The Authority may secure the bond by a mortgage or other security device covering all or part of the project from which the pledged revenues may be derived.

(3) A refunding bond issued under this section:

(a) Is payable from:

1. A source described in this subchapter; or
2. The investment of the proceeds of the refunding bonds.

(b) Is not an indebtedness or pledge of the general credit of a political subdivision within the meaning of a constitutional or statutory limitation of indebtedness and shall contain a recital to that effect.

(4) A bond must comply with the authorizing resolution as to:

- (a) Form;
- (b) Denomination;
- (c) Interest rate;
- (d) Maturity; and
- (e) Execution.

(5) A bond may be subject to redemption at the option of and in the manner determined by the Board in the authorizing resolution.

(E) *City election.* The city may elect to guarantee, insure or otherwise become primarily or secondarily obligated on the indebtedness of a land reuse agency, subject, however, to all other provisions of law of this state applicable to municipal or county indebtedness.

(F) *Sale.*

(1) A bond shall be issued, sold and delivered in accordance with the terms and provisions of the authorizing resolution. The Board, to effectuate its best interest, may determine the manner of sale, public or private, and the price of the bond.

(2) The resolution issuing a bond must be published in a newspaper of general circulation within the jurisdiction in which the land reuse agency is located.

(G) *Liability.*

(1) Neither the members of the Authority nor a person executing the bond shall be liable personally on the bonds by reason of the issuance of the bond.

(2) The bond or other obligation of the Authority related to a bond shall not be a debt of a municipality, county or of the state. A statement to this effect shall appear on the face of the bond or obligation.

(3) On the bond or other obligation of the Authority related to a bond, all of the following apply:

(a) The state has no liability. This division (G)(3) applies to the revenue and property of the state; and

(b) The City of Weston has no liability. This division (G)(3) applies to the revenue and property of the City of Weston.

**§11 PUBLIC RECORDS AND PUBLIC ACCESS.**

(A) *Public records.* The Board shall keep minutes and a record of its proceedings.

(B) *Public access.* The Authority is subject to W. Va. Code Ch. 6, Art. 9-A, relating to open meetings, and W. Va. Code Ch. 29-B, relating to public records.

**§12. DISSOLUTION OF AUTHORITY.**

(A) *General rule.* The Board may dissolve The Authority as a public body corporate and politic upon compliance with all of the following:

(1) Sixty calendar days advance written notice of consideration of a resolution to request dissolution must be:

(a) Given to the City of Weston;

(b) Published in a local newspaper of general circulation; and

(c) Sent by certified mail to the trustees of outstanding bonds of the Authority.

(2) Satisfaction of all outstanding liabilities; and

(3) Approval of a resolution requesting dissolution.

(B) *Authority.* Upon receipt of a proper resolution described in division (A) above, the City of Weston may dissolve the Land Reuse Agency by adoption of an ordinance or order. If approved, the governing body of the city shall file a certified copy of the

ordinance or order with the Secretary of State and notify the state's Housing Development Fund of the dissolution of the Authority. The Secretary of State shall cause the termination of the existence of the Authority to be noted on the record of incorporation. Upon the filing, the Authority shall cease to function.

(C) *Transfer of assets.* Upon dissolution of the Authority, real property, personal property and other assets of the Authority become the assets of the city.

### **§13 CONFLICTS OF INTEREST.**

(A) *Ethics Act.* The acts and decisions of members of the Board and of employees of the Authority are subject to W. Va. Code Ch. 6B (the Ethics Statute).

(B) *Supplemental rules and guidelines.* The Board may adopt:

- (1) Supplemental rules addressing potential conflicts of interest; and
- (2) Ethical guidelines for members of the Board and land reuse agency employees.

### **§14 EXPEDITED QUIET TITLE PROCEEDINGS.**

(A) *Authorization.*

(1) The Authority may file an action in circuit court to quiet title to real property in which the Authority has an interest.

(2) The Authority may join in a single complaint to quiet title to one or more parcels of real property.

(3) For purposes of an action under this section, the Authority shall be deemed to be the holder of sufficient legal and equitable interests and possessory rights so as to qualify the land reuse agency as an adequate complainant in the action.

(B) *Procedural requirements.*

(1) Prior to the filing of an action to quiet title, the Authority must conduct an examination of title to determine the identity of any person possessing a claim or interest in or to the real property.

(2) Service of the complaint to quiet title shall be provided in accordance with the requirements to serve a civil complaint generally, including that service to interested parties be made as follows:

(a) By first class mail to the identity and address reasonably ascertainable by an inspection of public records;

(b) In the case of occupied real property, by first class mail, addressed to "occupant";

(c) By posting a copy of the notice on the real property;

(d) By publication; and

(e) As ordered by the court.

(3) As part of the complaint to quiet title, the Authority must file an affidavit identifying:

(a) Persons discovered under division (B)(1) above; and

(b) The form of service under division (B)(2) above.

(C) *Hearing.*

(1) The court shall schedule a hearing on the complaint within 90 days following filing of the complaint and as to all matters upon which an answer was not filed by an interested party.

(2) The court shall issue its final judgment within 120 days of the filing of the complaint.

(D) *Procedures.* The procedures set forth herein are under the Authority of W. Va. Code 31-18E-16.

### **§15 CONSTRUCTION, INTENT AND SCOPE.**

This subchapter shall be construed liberally to effectuate the legislative intent and the purposes as complete and independent authorization for the implementation of this subchapter, and all powers granted shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

### **§16 ANNUAL AUDIT AND REPORT.**

(A) The Authority shall annually, within 120 days after the end of the fiscal year, submit an audit of income and expenditures, together with a report of its activities for the preceding year, to the state's Housing Development Fund.

(B) A duplicate of the audit and the report shall be filed with the city.

If a court of competent jurisdiction finds that any portion of this ordinance is unconstitutional then the remaining portions of the ordinance shall remain in full force.

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

This Memorandum of Understanding is a "DRAFT COPY"

## Memorandum of Understanding

This Memorandum of Understanding (MOU) sets for the terms and understanding between the City of Weston (Weston) and the Town of Jane Lew (Jane Lew) concerning the sharing of one or more employees between the two municipalities.

### Nature of Understanding

This MOU is a written document between two or more parties that sets out a shared goal. An MOU is not a contract, but lays out the groundwork where both parties agree to work toward the final goal, and may be superseded by a Memorandum of Agreement or a formal contract.

### Background

Both Parties to this MOU are municipalities striving to provide the best services possible to their respective communities. The goal of this MOU is to provide Code Enforcement Services to their communities in a cost effective manner, and Weston will share the services of a Code Enforcement Officer with Jane Lew.

### Purpose

This MOU will provide the framework for the Parties to discuss the benefits and costs, and finalize the details for a final agreement regarding the division of labor, payment for services, benefits, supervision, and other details of this arrangement.

Some terms to be agreed on:

Duties. Duties to be performed by the Employee for Jane Lew:

- 1) inspections of renovations and new construction for compliance with the national building codes;
- 2) condemnations of structures;
- 3) creating list of houses that should be demolished;
- 4) issuing property and structures notices to owners;
- 5) serving during municipal court in rebuttals of actions required;
- 6) other assistance as identified related to demolition and repairs.
- 7) enforcement of the applicable portions of the Code of Ordinances of the Town of Jane Lew (Parts 11, 13, 15, 17, & 18)

This Memorandum of Understanding is a "DRAFT COPY"

Oversight. Employee will report to the Mayor (or their designated representative) at the Town of Jane Lew. The Mayor will oversee and support the Employee.

Pay. Jane Lew will pay the Employee's current hourly rate plus a percentage of the fringe benefits cost (as identified by the Weston Finance Manager). Payment will be made to Weston by Jane Lew. All withholding and reportings for tax purposes will be done by Weston. Any fringe benefits provided to the Employee, including vacations and sick leave, shall be the sole responsibility of Weston.

Schedule. The Employee will work on an "as needed" basis. Each time period will be approved by the Weston City Manager when request is made by Jane Lew. One week's notice is required.

Confidentiality: Any confidential or sensitive information Employee learns of in the course of working for one municipality may not be disclosed to or used by the other municipality. This understanding will be communicated to Employee by Weston. If Employee at any point shares confidential or sensitive information related to one municipality with the other municipality, the receiving municipality will immediately inform the other municipality.

Messaging. Both Municipalities may portray Employee on their website and social media channels just as they would any other employee working for them.

Communication. The Parties will agree on the manner and frequency on which they will communicate and coordinate with one another regarding management of Employee.

At-will Employee. Nothing in this document alters Employee's status as an at-will employee.

#### Dispute Resolution

In the event of a breach by either Municipality or disagreement between the Municipalities concerning this MOU, both Municipalities agree to use their best efforts to resolve the dispute between them.

#### Entire Understanding

This MOU expresses the final, complete, and exclusive MOU between the Parties and supersedes any and all prior or contemporaneous understanding regarding sharing Employees

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This Memorandum of Understanding is a "Draft Copy"

between the Parties. The terms of this MOU may be changed at any time by written agreement of both Parties.

#### Duration

This MOU is at-will and may be modified by mutual consent the Parties. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the Parties by mutual consent. In the absence of a mutual agreement by the authorized officials from the Parties, this MOU shall end on June 30, in the year of our Lord 2024.

This Memorandum of Understanding will become effective on the date it is signed by both Parties.

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Kim Harrison Edwards, Mayor  
on behalf of the City of Weston

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Ruth Straley, Mayor  
on behalf of the Town of Jane Lew

Career Progression System

Step (Weston YOS and Start Rank)

Rank	0-1	1	2	3	4	5	6	7	8	9	10		
Lieutenant											\$51,500		
1 <sup>st</sup> Sergeant	/	/	/	/	/	/	/	\$50,500	\$51,000	\$51,500	\$52,000		
Sergeant	/	/	/	/	/	/	\$49,500	\$50,000	\$50,500	\$51,000	\$51,500		
Corporal	/	/	/	/	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500	\$51,000		
PFC	/	/	/	\$47,000	\$47,500	\$48,000	\$48,500	\$49,000	\$49,500	\$50,000	\$50,500		
PO	/	\$44,500.00	\$45,000.00	/	/	/	/	/	/	/	/		
Post Academy	\$40,000.00	/	/	/	/	/	/	/	/	/	/		
Pre-Academy	\$35,000.00	/	/	/	/	/	/	/	/	/	/		
	11	12	13	14	15	16	17	18	19	20	21 - 30		
Chief	/	/	/	/	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	<u>+\$500 a year</u>		
Dep. Chief	/	/	/	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	<u>+\$500 a year</u>
Captain	/	/	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	\$59,000	<u>+\$500 a year</u>
Lieutenant	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	\$58,500	<u>+\$500 a year</u>
1st Sergeant	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	\$58,000	<u>+\$500 a year</u>
Sergeant	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	\$57,500	<u>+\$500 a year</u>
Corporal	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	\$57,000	<u>+\$500 a year</u>
PFC	\$51,000	\$51,500	\$52,000	\$52,500	\$53,000	\$53,500	\$54,000	\$54,500	\$55,000	\$55,500	\$56,000	\$56,500	<u>+\$500 a year</u>

Command  
Staff  
Salary

One year of service for pay purposes will be calculated from the date of graduation until 1 year.  
 Prior military service or current military service with honorable standing is an additional \$1000 in pay annually  
 Associates degree will increase annual pay \$1500  
 Bachelors degree will increase annual pay \$3000  
 Civil service holiday pay not included

Holidays worked when declared by governor will be paid from general overtime monies  
 Overtime pay for K-9 care shall come from general overtime funds

Hourly wage shall be calculated from all steps, education/service increases and civil service holidays being included  
 Command staff will start at the beginning of the step process no matter experience but shall not be paid less than their current pay

Posey  
 Cross  
 Lothes  
 Minney  
 Wetzel

Career Progression System

FY24

7/1/2023

Rank	YOS FY24	Weston Hire Date	Weston YOS	Officer	Base	Degree	Military	New Salary	Old Salary	Raise
Chief	17.83	10/26/2018	5.28	Mike Posey	\$ 56,000.00	\$ 2,500.00	\$ 750.00	\$59,250.00	\$52,500.00	\$ 6,750.00
Dep Chief	15.58	8/7/2023	0.50	Craig Cross	\$ 54,500.00			\$54,500.00	\$48,000.00	\$ 6,500.00
Lieutenant	10.08	6/3/2013	10.68	Drew Lothes	\$ 51,500.00	\$ 2,500.00		\$54,000.00	\$48,500.00	\$ 5,500.00
1st Sergeant	8.50	2/6/2017	7.00	Jacob Minney	\$ 50,500.00	\$ 2,500.00	\$ 750.00	\$53,750.00	\$48,000.00	\$ 5,750.00
Corporal	4.29	3/18/2019	4.89	Kaleigh Wetzal	\$ 48,000.00	\$ 1,250.00	\$ 750.00	\$50,000.00	\$46,500.00	\$ 3,500.00

FY25

7/1/2024

Rank	YOS FY24	Weston YOS	Officer	Base	Degree	Military	New Salary	Old Salary	Raise
Chief	19		Mike Posey	\$ 56,500.00	\$ 2,500.00	\$ 750.00	\$59,750.00	\$59,250.00	\$ 500.00
Dep Chief	17		Craig Cross	\$ 55,000.00			\$55,000.00	\$54,500.00	\$ 500.00
Lieutenant	11		Drew Lothes	\$ 52,000.00	\$ 2,500.00		\$54,500.00	\$54,000.00	\$ 500.00
1st Sergeant	9		Jacob Minney	\$ 51,000.00	\$ 2,500.00	\$ 750.00	\$54,250.00	\$53,750.00	\$ 500.00
Corporal	5		Kaleigh Wetzal	\$ 48,500.00	\$ 1,250.00	\$ 750.00	\$50,500.00	\$50,000.00	\$ 500.00

Acct. #	700	FY234Revision #3	FY25 DRAFT	Difference
103	Salaries	\$ 286,500	\$ 311,500	
	Chief Posey	\$ 52,500	\$ 59,250	
	Deputy Chief/New Officer	\$ 50,000	\$ 54,500	
	Lieutenant Riddle	\$ -	\$ -	
	Sergeant Lothes	\$ 48,500	\$ 54,000	
	Corporal Minney	\$ 48,000	\$ 53,750	
	Patrolman Wetzel	\$ 46,500	\$ 50,000	
	Patrolman/Chief Posey			
	Police Clerk Mackey			
	New Patrolman/Adamczyk	\$ 41,000	\$ 40,000	
	PT Time			
108	Overtime	\$ 26,331	\$ 31,150	
	<b>Total Salaries</b>	<b>\$ 312,831</b>	<b>\$ 342,650</b>	\$ 29,819
104	FICA	\$ 17,670	\$ 19,191	
	Medicare	\$ 4,536	\$ 4,968	
	Social Security	\$ 13,134	\$ 14,223	
105	Insurance Prem+ Admin. Fees			
	PEIA--Chief	\$ 14,312	\$ 14,312	
	PEIA--Lieutenant	\$ -	\$ -	
	PEIA--Sergeant	\$ 13,720	\$ 13,720	
	PEIA--Corporal M	\$ -	\$ -	
	PEIA--Patrolman W	\$ 7,843	\$ 7,843	
	PEIA--Patrolman P	\$ 13,720	\$ 13,720	
	PEIA--Police Clerk			
	PEIA--New Hire FT	\$ 14,312	\$ 14,312	
	PEIA Reg Fee	\$ 350	\$ 350	
106	CPRB Contribution	\$ 11,518	\$ 21,888	
	CPRB--Police MPFRS	\$ 11,518	\$ 21,888	
	CPRB--Police Clerk	\$ -	\$ -	
107	Steel Oaks Pension Contribution	\$ 30,000	\$ 30,000	
110	Workers and Unemployed Comp.	\$ -	\$ -	
	Assured City Policy			
	Unemployment Comp.			
	<b>Total Personnel Services</b>	<b>\$ 59,187</b>	<b>\$ 71,079</b>	\$ 11,892

**\$ 41,711**

Total differ

**Ordinance 2024-02 Ordinance of the City of Weston Replacing All Prior  
Ordinances Related to the Municipal Service Fee Within City Limits and Creating  
a First Due Fire Fee**

Whereas, W.V. Code §8-13-13(a), as amended, authorizes municipalities in the state to impose fees upon the users of special municipal services;

Whereas, the City of Weston provides the services of police protection, fire protection, and street maintenance;

Whereas, the City Council has determined that the cost of providing these services has increased since 2009;

Whereas, the City Council has determined that the Municipal Service Fee method as laid out in the 2009 Municipal Fee Ordinance does not provide enough money to cover the costs of providing the above-mentioned services;

Whereas the City Council has determined that the monies from other sources are insufficient to allow the city to provide these services adequately;

Whereas the City Council has determined that the citizens and businesses within the city limits of Weston should not solely bear the burden of providing these services to users outside city limits who do not pay for the services;

Whereas, the City Council finds it is necessary to impose a fee upon the users of special municipal services, whether the user is inside the city limits or not, in order that these services may continue for the benefit of the users of the special municipal services;

Whereas, the City Council is aware that a Municipal Service Fee is not a tax and the distribution of such fees to users will not be based on any particular value of a user's property;

Whereas, the City Council now repeals all prior ordinances and rules concerning the charge and collection of Municipal Service Fees related to fees associated with WV Code §8-13-13;

That now, the City Council, through this ordinance, adopts the following rules, regulations, and fees:

**FIRE, POLICE, AND STREET SERVICE FEES ("MUNICIPAL SERVICE FEE")**

**DEFINITIONS**

For the purpose of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***First Due Fire Fee/First Due Fee:*** the fee charged to the users outside the city limits of Weston for services provided by the Weston Fire Department

**MUNICIPAL SERVICES:** Services rendered by the Weston Fire Department including but not limited to fire protection, fire prevention, emergency responses, and physical/mental health calls; services rendered by the Weston Police Department including but not limited to crime prevention, police response, and police protection; services rendered by the Weston Street Department including but not limited to paving city streets, clearing city streets of debris/snow, maintenance of city streets, maintenance activities related to city streets, and street light; and all other municipal services as authorized by W. Va. Code §8-13-13 that may someday be rendered by the City of Weston; this word shall be synonymous with First Due Fee or Municipal Service Fee in First Due Area, if applied to the First Due area of the Weston Fire Department.

**MUNICIPAL SERVICE FEE/SERVICE FEE:** Term used to describe the aggregate of the individual services fees.

**OWNER/OWNERS:** the owner(s) of record of any parcel of real estate within the City of Weston or within the Weston Fire Department's First Due Area; ownership shall be confirmed, if necessary, by a review of records maintained in the Lewis County Clerk's Office; by transfer via unrecorded deed; by transfer via owner-financed sale evidenced by a written agreement (i.e. "land contract") provided that the parties alert the Weston City Finance Manager as to which party shall be responsible for the payment of the relevant municipal service fees; if the Owner of a structure is different than the Owner of a parcel on which the structure sits, then the Owner of the Structure shall be deemed the Owner

## **RESIDENTIAL STRUCTURES**

**NON-OWNER OCCUPIED RESIDENTIAL BUILDING:** a residential building that is not the primary residence of the owner of the building; this definition includes, but is not necessarily limited to, buildings that are rented as a whole or in part to non-owner(s) of the building for purposes of living, dwelling, and/or sleeping; EXCEPTION, this definition includes buildings that are rented as a whole or in part for living, dwelling, and/or sleeping and the owner(s) primarily live in the same building; this definition is intended to encompass apartment buildings, rental houses, and other forms of residential structures that are rented; this definition does not include hotels or motels

**OWNER OCCUPIED RESIDENTIAL BUILDING:** a residential building that is the primary residence of the owner of the building; these include, but are not necessarily limited to, single family homes; this definition shall include detached garages or other similar buildings located on the same parcel of land as an OWNER OCCUPIED RESIDENTIAL BUILDING

**RESIDENTIAL BUILDING:** a building that is designed for use as a place of living, dwelling, and/or sleeping quarters for a person or persons; RESIDENTIAL BUILDING shall not include buildings that house residential uses with non-residential uses

## **NON-RESIDENTIAL STRUCTURES**

**NON-RESIDENTIAL BUILDING:** any building that is not a "NON-OWNER OCCUPIED RESIDENTIAL BUILDING" and/or any building that is not an "OWNER OCCUPIED RESIDENTIAL BUILDING"; buildings that house residential uses with non-residential uses shall be considered NON-RESIDENTIAL BUILDINGS; buildings designated as "commercial" by the Lewis County Assessor shall also be included in the definition of NON-RESIDENTIAL BUILDING; EXCEPT that multiple family residential structures as designated by the Lewis County Assessor as commercial buildings shall not be commercial buildings for purposes of this ordinance

**USER.** For the purposes of this ordinance, the terms **USER OF MUNICIPAL SERVICES, USER OF FIRST DUE FIRE PROTECTION,** and **USER** shall refer to any person, firm, corporation, or governmental entity of any kind within the limits of the City of Weston or outside the city limits of Weston which benefit from the actual provision or potential provision of services by the Weston Fire Department, Weston Police Department, and/or Weston Street Department.

### **§1 IMPOSITION OF MUNICIPAL SERVICE FEE INSIDE CITY LIMITS**

There is hereby imposed upon all users of municipal services provided by the city, a municipal service fee for in the following manner:

(A) The municipal service fee shall be imposed at an annual rate as follows.

(1) There is hereby imposed upon the owners of all OWNER OCCUPIED RESIDENTIAL BUILDINGS an annual schedule of service fees:

Fire Protection Fee: \$105.00  
Police Protection Fee: \$22.50  
Street Maintenance Fee: \$22.50

Bringing the aggregate Municipal Service Fee for owners of OWNER OCCUPIED RESIDENTIAL BUILDINGS to \$150.00 per year.

In the event a parcel of land has an OWNER OCCUPIED RESIDENTIAL BUILDING on it AND a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, or other similar structure, the owner of the OWNER OCCUPIED RESIDENTIAL BUILDING shall only be charged the \$150.00 fee. Parcels with OWNER OCCUPIED RESIDENTIAL BUILDINGS and NON-RESIDENTIAL BUILDINGS shall be billed for both structures

(2) There is hereby imposed upon the owners of all NON-OWNER OCCUPIED RESIDENTIAL BUILDINGS an annual schedule of municipal service fees:

Fire Protection Fee: \$157.50



Police Protection Fee: \$33.75  
Street Maintenance Fee: \$33.75

Bringing the aggregate Municipal Service Fee for owners of NON-OWNER OCCUPIED RESIDENTIAL BUILDINGS to \$225.00 per year.

In the event a parcel of land has an NON-OWNER OCCUPIED RESIDENTIAL BUILDING on it AND a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, or other similar structure, the owner of the NON-OWNER OCCUPIED RESIDENTIAL BUILDING shall only be charged the \$225.00 fee. Parcels with NON-OWNER OCCUPIED RESIDENTIAL BUILDINGS and NON-RESIDENTIAL BUILDINGS shall be billed for both structures

(3) There is hereby imposed upon the owners of NON-RESIDENTIAL BUILDINGS an annual schedule of municipal service fees:

Fire Protection Fee: \$0.10 per square foot of subject building  
Police Protection Fee: \$62.00  
Street Maintenance Fee: \$62.00

For the purposes of this section, the square foot of the subject building will coincide with the square footage on file with the Lewis County Assessor's office. In the event the Assessor's Office does not have a square foot measurement, the City of Weston shall determine the square footage using the method used by the Lewis County Assessor.

Relative to NON-RESIDENTIAL BUILDINGS, there shall be a minimum Fire Protection Fee of \$250.00, enforceable for NON-RESIDENTIAL BUILDINGS being 2500 square feet or less. This brings the *minimum* aggregate Municipal Service Fee for NONRESIDENTIAL STRUCTURES \$374.00 per year (\$250 + \$62 + \$62).

(B) Pursuant to West Virginia Code §8-13-15, the City of Weston may bring a civil action or other legal actions against users who do not pay a municipal service fee.

## **§2 IMPOSITION OF MUNICIPAL FIRE PROTECTION FEE IN FIRST DUE AREA**

The Weston City Council finds the following:

The West Virginia State Fire Commission requires the Weston Fire Department to respond to calls outside the city limits of Weston. This area is known as the Weston Fire Department's First Due Area. As such, the Weston Fire Department, through its paid and volunteer personnel, provide fire protection services to areas outside the city limits of Weston. The Weston Fire Department incurs various costs in providing these services.

The County Commission of Lewis County currently has Fire Fee of \$20/year per residential user and \$50/year per commercial user. This County Fire Fee is a fee outside the scope of West Virginia Code §8-13-13. Some amount of the County Fire Fee is distributed to the Weston Fire Department. Said fee is not enough to cover the services provided by the Weston Fire Department to the First Due Area.

As such, the following shall apply:

(A) Fire protection service shall be continued, maintained and improved by the City, for the benefit of the users of the services of the Weston Fire Department located in the First Due Area. The First Due Area shall be defined as the area outside the City limits of Weston designated by the West Virginia State Fire Commission and West Virginia State Fire Marshal to which the Weston Fire Department is obligated to respond. The owners of buildings, structures, and land in the First Due Area are determined to be users and beneficiaries of fire services as contemplated by West Virginia Code §8-13-13.

(B) The First Due Fee shall be imposed in the First Due Area at an annual rate as follows.

(1) There is hereby imposed upon the owners of all OWNER OCCUPIED RESIDENTIAL BUILDINGS an annual schedule of service fees:

Fire Protection Fee: \$157.50 per year

In the event a parcel of land has an OWNER OCCUPIED RESIDENTIAL BUILDING on it AND a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, or other similar structure, the owner of the OWNER OCCUPIED RESIDENTIAL BUILDING shall only be charged the \$157.50 fee. Parcels with OWNER OCCUPIED RESIDENTIAL BUILDINGS and NON-RESIDENTIAL BUILDINGS shall be billed for both structures

(2) There is hereby imposed upon the owners of all NON-OWNER OCCUPIED RESIDENTIAL BUILDINGS an annual schedule of municipal service fees:

Fire Protection Fee: \$236.25 per year

In the event a parcel of land has an NON-OWNER OCCUPIED RESIDENTIAL BUILDING on it AND a building(s) that is customarily associated with a residential structure such as a detached garage, outbuilding, or other similar structure, the owner of the OWNER OCCUPIED RESIDENTIAL BUILDING shall only be charged the \$236.25 fee. Parcels with NON-OWNER OCCUPIED RESIDENTIAL BUILDINGS and NON-RESIDENTIAL BUILDINGS shall be billed for both structures.

(3) There is hereby imposed upon the owners of all NON-RESIDENTIAL BUILDINGS an annual schedule of municipal service fees:

Fire Protection Fee: \$0.15 per square foot of subject building

Square footage shall be determined in the manner as §1(A)(3) above.

(C) Pursuant to West Virginia Code §8-13-15, the City of Weston may bring a civil action or other legal action against users who do not pay a municipal service fee.

### **§3 ADMINISTRATION BY THE CITY FINANCE MANAGER.**

(A) The City Finance Manager shall administer this fee system. The Finance Manager shall set up an account for each such user and shall charge the municipal service fee and first due fire fee to each such user on an annual basis. The City Council may change this billing cycle method through an ordinance.

(B) The Finance Manager is hereby authorized to promulgate such rules and regulations as are necessary and reasonable to carry out the provisions of this system. Such rules and regulations will be subject to review and amendment at any time by the Common Council. The Common Council, by resolution, may amend the rules and regulations promulgated by the City Finance Manager.

### **§4 SCHEDULE OF PAYMENTS.**

(A) The municipal service fees and first due fire fees imposed by this ordinance shall be payable on July 1, 2024, and every July 1 thereafter.

(B) Payments of the fees identified in this ordinance shall be due within 30 days of the due date on a user's bill. Fees not paid within 30 days of their issuance shall be delinquent. There shall be added to each delinquent account a penalty of 10%; this penalty shall be added quarterly. In the event a user does not pay fees within 365 days of the due date, an additional 6% penalty shall be added to the total amount of unpaid fees plus penalties.

(C) Pursuant to West Virginia Code §8-13-15, the City of Weston may bring a utilize legal actions and other actions against users who do not pay a municipal service fee.

### **§5 EXEMPTIONS.**

There shall be excepted from the operation of this ordinance those properties used customarily for religious purposes, as well as properties occupied by benevolent associations and used exclusively for meetings of such associations; provided, that properties occupied by benevolent associations which are available for use or rental by the public to hold parties or other events not attended exclusively by members of the association and their guests, or are regularly used for the dispensing of food and/or alcoholic or nonalcoholic beverages to the membership of such associations or others shall not be exempted from the operation of this ordinance and the payment of the municipal service fee hereby established.

Additionally, the Common Council may, from time to time, create new exemption categories.

#### **§6 ENFORCEMENT.**

The City may institute methods for the collection of these fees, including but not limited to the use of collection agencies. The City may also utilize any and all available legal action, including actions in any court of competent jurisdiction for the collection of the municipal service fee from the user at any time such user's account is delinquent.

#### **§7 MUNICIPAL SERVICE FEE APPEAL BOARD.**

(A) There shall be established a Municipal Service Fee Appeals Board, consisting of three members whose terms shall be two years. One member shall be a Council member selected by the Mayor and approved by majority vote of Council, one shall be a representative of the Lewis County Chamber of Commerce approved by majority vote of Council, and the third shall be a resident of the city of Weston approved by majority vote of Council. During their 2 year terms, members shall serve at the will and pleasure of Council. Any vacancy for whatever cause shall be filled by the same procedure in which the vacant position was previously filled.

(B) The Board shall have the power to correct or amend the amount of the fees charged whenever there has been an error of fact or law in the calculation or billing based upon evidence presented at a protest hearing as provided in this ordinance. The determination and order of the Board shall be by a majority vote of the members present and voting.

#### **§8 PROTEST AND APPEAL.**

(A) Any user who feels aggrieved by any charge to his or her municipal service fee account may protest the same by filing written notice of such protest with the City Finance Manager setting forth his or her objections thereto and the reasons therefor, on or before the due date of his or her next installment payment. The City Finance Manager shall review such user's account, and in conjunction with the City Manager, shall render a decision on the protest, and forthwith notify the user of such decision in writing within 15 days of the filing of the protest. If the user is still aggrieved, he or she may, within 15 days of the date of the Finance Manager's decision, petition the Municipal Service Fee Appeal Board, who shall set a date and a time for hearing on the protest, which hearing shall be held within 30 days from the filing of such appeal.

(B) The Municipal Service Fee Appeal Board shall hear evidence relevant to the protest. Within 5 days of the hearing the Board shall render its decision on the issues raised at said hearing. The Board shall give notice of its decision in writing to the user and to the City Finance Manager. The user may, within 15 days from the date of the decision of the Appeals Board, file a petition, duly verified, with a court of competent jurisdiction, requesting review of the Board's decision. If no such petition is filed within 15 days, the decision of the Appeals Board shall become final and conclusive. Nothing herein shall be construed to prohibit the accrual during the course of this appeal

process of any penalty upon the balance of any account ultimately found to be properly charged.

**§9 SEVERABILITY**

If any court of competent jurisdiction finds that any word, clause, sentence, or other portion of this ordinance is constitutionally defective then the remaining portions of the ordinance shall remain in full force and effect.

**§10 EFFECTIVE DATE**

This ordinance shall become effective the day after all legal procedures for protesting this ordinance expire. The billing system in this ordinance will become effective, and users expected to pay the fees in this ordinance, starting July 1, 2024.

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

Class II Advertisement First Date Published \_\_\_\_\_

Class II Advertisement Second Date Published \_\_\_\_\_

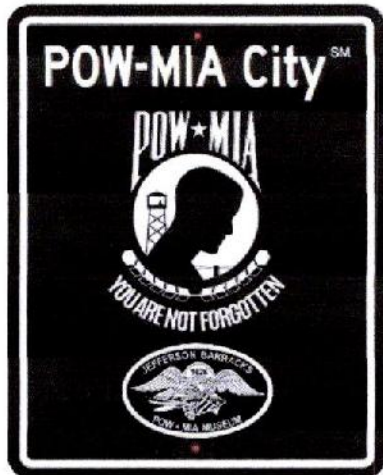
Date Second Publication Expired \_\_\_\_\_

Did 30% of Qualified Voters of Weston File Petition to Protest This Ordinance?

\_\_\_\_\_

Date of Submission of Petition to City Clerk \_\_\_\_\_

If Petition Submitted Within the Appropriate 45 Days of Expiration of Second Publication (see WV Code §8-13-3(f)), did majority of qualified voters of the city vote to ratify the ordinance? \_\_\_\_\_



## **POW-MIA City(sm) Program Guidelines at a Glance**

### **JEFFERSON BARRACKS POW-MIA MUSEUM**

**Purpose:** To invite Towns, Municipalities, and Cities across the Country to join together with the Museum in helping to raise POW-MIA awareness.

**Process:** Upon obtaining the approval of your City government, the next step is to formally present to the Jefferson Barracks POW-MIA Museum Board of Directors either *in person or via mail or email, a request expressing the desire for becoming a POW-MIA City(sm). There is no cost or fee to the City in being designated a POW-MIA City(sm), however it is asked that each applicant consider a possible yearly tax deductible memorial gift to the Museum in Honor of our former POWs and our MIAs, at whatever amount that is comfortable. This gift will help ensure the continuation of the POW-MIA City(sm) program and aid the Museum in its mission to Educate, Honor, and Remember.* Also, a 24" x 30" street sign (or signs) is available for a donation of \$100 apiece

**Presentation of Proclamation and POW-MIA City(sm) sign:** After reviewing the request, the Jefferson Barracks POW-MIA Museum Board of Directors will vote for approval. Upon positive consensus, the Museum's POW-MIA City(sm) Committee will work with the City's representatives to designate a time and place for the formal presentation of the POW-MIA City(sm) Proclamation and POW-MIA City(sm) sign (if desired), or if travel distances do not allow, make arrangements for their mailing.

**Ways to promote POW-MIA awareness, but not limited to:**

Displaying the POW-MIA flag in front of City Hall and other Municipal buildings and sports facilities.

Assisting in or facilitating a POW-MIA Museum fundraising event.

Publicly acknowledging National POW-MIA Recognition Day (always the third Friday in September)

Publicly acknowledging National POW Recognition Day (always April 9).

Placing a Remembrance Plaque at a City location listing the former POWs and MIAs from the area.

Displaying a "Missing Man Table" at appropriate public events.

**Jefferson Barracks POW-MIA Museum's POW-MIA City(sm) contact:**

Scott Readnour phone: 314-807-2443 email: [coordinator@jbpow-mia.org](mailto:coordinator@jbpow-mia.org)

\*POW-MIA City(sm)\* is licensed by the Jefferson Barracks POW-MIA Museum, Inc. When using POW-MIA City(sm) in print you must include the sm symbol after "City" or include sm in parentheses (sm). The Jefferson Barracks POW-MIA Museum, Inc. is a 501c3 organization.



## The MOUNTAINEER MILITARY MUSEUM

345 Center Avenue, Weston, WV 26452 304-472-3943 or 304 516-0800

[www.mountaineermilitarymuseum.com](http://www.mountaineermilitarymuseum.com) mountaineermilitarymuseum@gmail.com

To: POW-MIA City Board of Directors

Attention: Mr. Paul Dillon, President

Re: POW-MIA CITY Request

Dear Mr. Dillon and Board,

My name is Barb McVaney. I am the Executive Director of The Mountaineer Military Museum, in Weston, WV. I recently heard of your organization and would like to be considered in making Weston a POW-MIA CITY. We are making the request to honor one of Our "Hometown Heroes", Mr. Joe Pringle. He was listed as MIA during the Vietnam War. We understand that he was later reclassified. His name is listed on our Vietnam Memorial on the Museum Grounds. He made Weston,...Lewis County...his home prior to his military service. His family later moved to Ohio, where his son still resides. It was his son who told us about your organization.

I think it would be a Great Honor for Mr. Joe Pringle to make Weston a POW-MIA CITY!

I have spoken with our City Administration and they are as excited as I am to receive your approval. Should we be approved, we are at your disposal as to how to proceed.

Respectfully,

A handwritten signature in purple ink that reads "Barb McVaney". The signature is written in a cursive, flowing style.

**Barb McVaney**, Executive Director

MOUNTAINEER MILITARY MUSEUM

345 Center Avenue

Weston, WV 26452

(304) 516-0800

[www.mountaineermilitarymuseum.com](http://www.mountaineermilitarymuseum.com)

[mountaineermilitarymuseum@yahoo.com](mailto:mountaineermilitarymuseum@yahoo.com)

• n Sat, Jan 20, 2024 at 6:43 PM, Paul Dillon

<president@jbpow-mia.org> wrote:

Hi Barb!

This is the info I emailed to you earlier that must've gotten lost in that place where socks that get lost in the clothes dryer go.

Out *POW-MIA City(sm), County(sm) & Campus(sm)* Coordinator Scott Readnour will be getting in touch with you shortly. He is on his way back from Florida. Scott will explain whatever I've missed.

*Congratulations to Weston on becoming our 54th POW-MIA City(sm)!*

-Paul

*SGM Joe Pringle, 1st Cav Div, Weston, WV, Missing in Action, helicopter crash, Feb. 2, 1968...*



**Paul Dillon**

**From:** president@jbpow-mia.org

**To:** barb mcvaney

Sun, Jan 21 at 1:29 AM

Hi Barb!

Yes, y'all are our first POW-MIA City(sm) from the great State of West Virginia!

We believe that photo to be of SGM Joe Pringle taken in Vietnam.

Either Scott or myself will get the necessary form for the Signs to you.

Will be talking to you soon!

-Paul

No One Left Behind... No One Forgotten

**Ordinance 2024-03**  
**ORDER AND NOTICE OF SPECIAL ELECTION FOR AN**  
**ADDITIONAL CITY OF WESTON LEVY**  
**TO THE VOTERS OF THE CITY OF WESTON**

The Municipal Council of the City of Weston being of the opinion that the maximum levies for current expenses authorized by Article 8, Chapter 11, of the Code of West Virginia, as amended, will not provide sufficient funds for the payment of current expenses of the City of Weston, including expenditures for the purpose or purposes hereinafter set forth, and that an election should be held to increase such levies under the provisions of Section 16, Article 8, Chapter 11 of the Code, as amended, it is hereby ordered:

1. That the purpose or purposes for which additional funds are need is:
  - A. Street Paving
  
2. That the approximate annual amount for each purpose after a 2.00% allowance for tax discounts, delinquencies, exonerations and uncollectible taxes is:
  - A. \$100,226
  
3. That the total approximate amount for said purpose or purposes during the term of the levy is:
  - A. \$501,130
  
4. That the separate and aggregate assessed valuation of each class of taxable property within the City of Weston is:

Class I	\$ <u>0</u>
Class II	\$ <u>44,449,116</u>
Class IV	\$ <u>74,587,487</u>
Total	\$ <u>119,036,603</u>

5. That the proposed additional rate of levy in cents per one hundred dollars of assessed valuation on each class of property is:

Class I	<u>2.78</u>	cents
Class II	<u>5.56</u>	cents
Class IV	<u>11.12</u>	cents

6. That the proposed years to which the additional levy shall apply are the fiscal years beginning July 1, 2024, July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028
7. That the City of Weston will not issue bonds upon approval of the proposed levy.
8. That the question of such additional levy shall be submitted to a vote at a primary election to be held on the 14th day of May, 2024.
9. That notice calling such election shall be given by the publication of this Order at least once each week for two successive weeks next preceding said election in two newspapers of opposite politics and of general circulation in the territory in which the election is held. If there is only one newspaper published in the municipality/county, said publication shall be made therein. All the provisions of the law concerning general elections shall apply so far as they are practicable.
10. That the ballot to be used at such election shall be in the following form:

**City of Weston**  
**SPECIAL ELECTION TO AUTHORIZE ADDITIONAL LEVIES**  
**May 14, 2024**

A special election to authorize additional levies for the fiscal years beginning July 1, 2024, July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028 and for the purpose of Street Paving (Street Paving - \$100,226) entered according to the Order of the Municipal Council entered on the \_\_\_day of \_\_\_\_\_, **2024**.

That the additional rate of levy in cents per one hundred dollars of assessed valuation on each class of property shall be:

Class I	<u>2.78</u>	cents
Class II	<u>5.56</u>	cents
Class IV	<u>11.12</u>	cents

- For the Levies
- Against the Levies

\_\_\_\_\_  
Council

By: \_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Clerk

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

Class II Advertisement First Date Published \_\_\_\_\_

Class II Advertisement Second Date Published \_\_\_\_\_

**Ordinance 2024-04**  
**ORDER AND NOTICE OF SPECIAL ELECTION FOR AN**  
**ADDITIONAL CITY OF WESTON LEVY**  
**TO THE VOTERS OF THE CITY OF WESTON**

The Municipal Council of the City of Weston being of the opinion that the maximum levies for current expenses authorized by Article 8, Chapter 11, of the Code of West Virginia, as amended, will not provide sufficient funds for the payment of current expenses of the City of Weston, including expenditures for the purpose or purposes hereinafter set forth, and that an election should be held to increase such levies under the provisions of Section 16, Article 8, Chapter 11 of the Code, as amended, it is hereby ordered:

1. That the purpose or purposes for which additional funds are need is:
  - A. Demolition of Blighted Properties
  - B. Sidewalk construction and repair
  - C. Façade Improvement Grants
  - D. Other Beautification
  
2. That the approximate annual amount for each purpose after a 2.00% allowance for tax discounts, delinquencies, exonerations and uncollectible taxes is:
  - A. \$60,000
  - B. \$40,000
  - C. \$20,000
  - D. \$5,104

The Municipal Council of the City of Weston may change or redistribute these allocations if deemed necessary throughout the term of the levy, as the needs of the City of Weston may change.
  
3. That the total approximate amount for said purpose or purposes during the term of the levy is:
  - A. \$300,000
  - B. \$120,000
  - C. \$200,000
  - D. \$25,520

4. That the separate and aggregate assessed valuation of each class of taxable property within the City of Weston is:

Class I	<u>\$ 0</u>
Class II	<u>\$ 44,449,116</u>
Class IV	<u>\$ 74,587,487</u>
Total	<u>\$ 119,036,603</u>

5. That the proposed additional rate of levy in cents per one hundred dollars of assessed valuation on each class of property is:

Class I	<u>3.47</u> cents
Class II	<u>6.94</u> cents
Class IV	<u>13.88</u> cents

6. That the proposed years to which the additional levy shall apply are the fiscal years beginning July 1, 2024, July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028
7. That the City of Weston will not issue bonds upon approval of the proposed levy.
8. That the question of such additional levy shall be submitted to a vote at a primary election to be held on the 14th day of May, 2024.
9. That notice calling such election shall be given by the publication of this Order at least once each week for two successive weeks next preceding said election in two newspapers of opposite politics and of general circulation in the territory in which the election is held. If there is only one newspaper published in the municipality/county, said publication shall be made therein. All the provisions of the law concerning general elections shall apply so far as they are practicable.
10. That the ballot to be used at such election shall be in the following form:

**City of Weston**  
**SPECIAL ELECTION TO AUTHORIZE ADDITIONAL LEVIES**

**May 14, 2023**

A special election to authorize additional levies for the fiscal years beginning July 1, 2024, July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028 and for the purpose of Sidewalks and Beautification (A. Demolition of Blighted Properties - \$60,000; B. Construction and repair of sidewalks - \$40,000; C. Façade Improvement Grants - \$20,000; D. Other Beautification - \$5,104) entered according to the Order of the Municipal Council entered on the \_ day of \_\_\_\_\_, **2024**.

That the additional rate of levy in cents per one hundred dollars of assessed valuation on each class of property shall be:

Class I	<u>3.47</u>	cents
Class II	<u>6.94</u>	cents
Class IV	<u>13.88</u>	cents

( ) For the Levies

( ) Against the Levies

\_\_\_\_\_  
Council

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk



First Reading \_\_\_\_\_

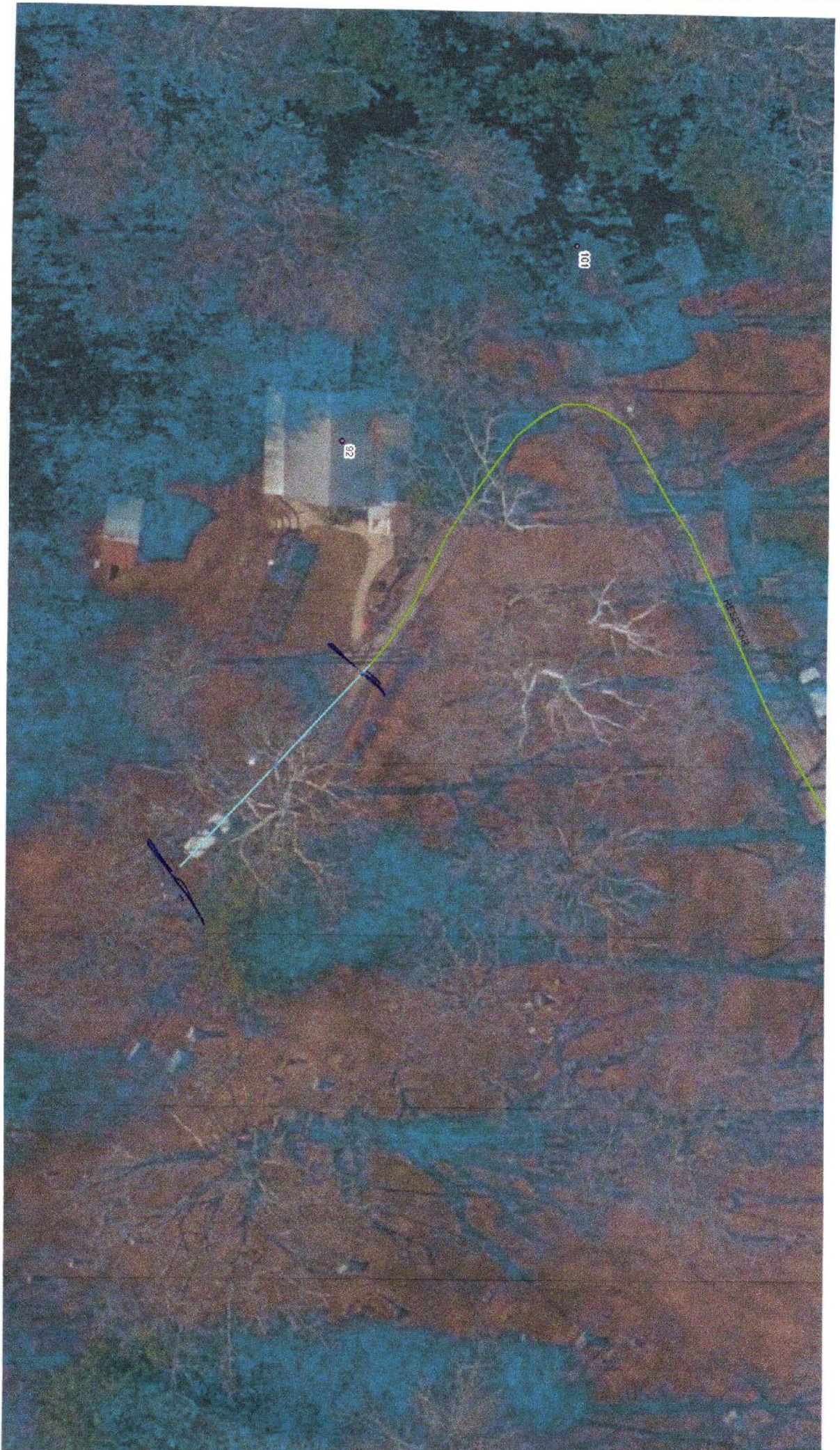
Second Reading \_\_\_\_\_

\_\_\_\_\_  
Kim Harrison-Edwards, Mayor

\_\_\_\_\_  
Judy Piercy, City Clerk

Class II Advertisement First Date Published \_\_\_\_\_

Class II Advertisement Second Date Published \_\_\_\_\_



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RESERVOIR

## APPROVED ROAD NAME SUFFIXES FOR NEW ROADS

ALLEY – ALY \*

LOOP – LOOP\*

AVENUE - AVE

PARKWAY – PKWY\*

BOULEVARD – BLVD+

ROAD - RD

CIRCLE(S) - CIR(S)\*

SPUR – SPUR+

DRIVE - DR

STREET - ST

EXTENSION – EXT+

TERRACE - TER

LANE - LN

WAY - WAY

Alley = A passage, as through a continuous row of houses, permitting access from the street to backyards, garages; a narrow street not suitable for travel by fire trucks.

Avenue = A road or street that leads at each end into another street.

Boulevard = A broad avenue in a city, usually having areas at the sides or center for trees, grass, or flowers.

Circle = Short road that returns to itself; circular or semi-circular roads.

Lane = Fire road or private road.

Loop = Short drive that begins and ends on the same road.

Parkway = A broad thoroughfare with a dividing strip or side strips planted with grass, trees, etc.

Road = Most common designation for a secondary thoroughfare; generally indicates a heavily traveled route.

Spur = A protrusion from an existing road.

Street = A thoroughfare usually found in downtown or more congested areas.

+ Reserved for Municipal Usage Only

\* Road must follow the stated definition and guideline.