



City of Weston, WV
Regular Session City Council Meeting
Lewis County Courthouse
April 3, 2023 at 6:00 p.m.
Call In#: (415) 762-9988
Meeting ID: 482-656-4989
Pass Code: 269

AMENDED AGENDA

Full Agenda Packets Available on www.CityofWestonwv.com

- 1) Call to Order/Moment of Silence
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of Minutes
Regular Session – March 6, 2023
Special Session – March 9, 2023
Special Session – March 14, 2023
Special Session – March 21, 2023
- 5) Visitor Section (5 Minute Time Limit)
- 6) Presentations
Proclamation for the Lewis County High School Choir
Proclamation for the Lewis County High School Band
WV Land Stewardship Corporation (Land Reuse Agency) Ms. Taylor Bennett
- 7) Receive and File Reports of City Boards, Commissions, and Outside Agencies Reports
 - A. Weston Cemetery Board - Next Meeting – Monday, April 10, 2023, at 9:00 a.m. at the Municipal Building.
 - B. Historic Landmark Commission - Next Meeting – Thursday April 13, at 5:00 p.m. at the Municipal Building.
 - C. Weston Planning Commission - Next Meeting – April 12, 2023 at 4:00 p.m. at the Municipal Building.
 - D. Board of Parks and Recreation - Next Meeting – Friday, April 14, 2023 at 4:00 p.m. at the Municipal Building.
 - E. Lewis County EDA - Next Meeting – Wednesday, April 26, 2023 at 5:00 p.m. at 110 Center Avenue 2nd floor.
 - F. Board of Zoning Appeals - Next Meeting – Tuesday, April 11, 2023 at 6:00 p.m. at the Municipal Building
 - G. Code Appeals Board - Next Meeting – Thursday, April 20, 2023 at 6:00 p.m. at the Municipal Building.
 - H. Outside Agencies
Neighborhood Watch – Next Meeting – Tuesday, April 18, 2023 at 6:00 p.m. held at the Weston Fire Department
 - A. Known Vacancies to be Filled - Board of Zoning Appeals - 1 available position plus an alternate (2 total)
- 8) Sanitary Board Director Report



9. Department Reports

A. Finance Department

- Council to Approve \$1,350.00 from the General Account Fund to the Vacant Structure Fund
- ARPA Fund Update

B. Street Department Report – March Report in Packet.

C. Police Department – March Report in Packet

D. Fire Department - March Report in Packet

E. Building/Code/Zoning – March Report in Packet

F. City Attorney Report.

G. City Clerk – March Report in Packet

H. City Manager Report

10) Old Business

A. Ordinance 2023-08 Ordinance Creating the Weston Land Reuse Agency (Action Requested)

B. Ordinance 2023-09 Billboards/Zoning Amendment Ordinance (Second Reading) (Action Requested)

C. First Due Fire Fee Discussion/Municipal Fee Discussion

D. Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policy (Action Requested)

E. Update Employee Vacation Handbook Policy Section (Action Requested))

F. Awarding of Bid for Mowing Cemeteries (Action Requested)

G. Auction of City Equipment (Action Requested)

11) New Business

A. Appointing of Chief Jimmy Suttle to the 911 Advisory Board (Action Requested)

B. Awarding of Bid for Mowing of City Properties and Code Non-complaint Private Lots (Action Requested)

C. July 4th Celebration a Waiver for Open Container/Closing of Water Street (Action Requested)

D. Awarding Bid for REAP Demolition for 232 High Street, 254 High Street, 256 High Street, 208 Bennett Avenue, 347 East First Street, and 255 South Main Avenue. (Action Requested)

E. City of Weston 5K Run (Action Requested)

F. Planning Grant Agreement for Historic Landmark Commission (Action Requested)

G. Grant Agreement for Riverfront Park. (Action Requested)

H. Purchase of Makor K9 for Police Department for \$14,500 (Action Requested)

I. Discussion of Consideration of ARPA Funds for White Water Park

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.
- Person wishing to address City Council must register before 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 Courthouse
117 Center Avenue
March 6, 2023

Present: Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Randy Bohan, Debbie Gump, Herb Curtis, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Director Susie Johnston, Chief Mike Posey, Chief Jimmy Suttle, Street Commissioner Mike Starett, Building/Code/Zoning Enforcement Officer Marty Lewis, Sanitary Director Dee Evans, and Assistant Finance Director Joe Solberg.

Call to Order/Moment of Silence: 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.

Presentations:

Proclamation for the Lewis County High School Girls Basketball Team: Mayor Kim Harrison-Edwards welcomed the Lewis County Minutemaids and stated what a pleasure to have them at the meeting and for council to honor them. Mayor Harrison-Edwards expressed that she had attended some of the home games at the high school and they were exciting and full of action. The Minutemaids showed hard work and spirit for each member of the team. Mayor Harrison-Edwards read the proclamation declaring Thursday, March 9, 2023 Lewis County High School Minutemaids Day. Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** Thursday, March 9, 2023 as Lewis County High School Minutemaids Day. **Motion carried.**

Proclamation for the Lewis County High School Wrestling Team: Mayor Harrison-Edwards expressed that when Councilwoman Rogers presented her with the summary that was prepared by Mr. Bush it was an impressive summary of the team. Mayor Harrison-Edwards state that the team was busy on the mats but also busy in the community. It is great to young adults realize the need and what a difference community service makes, and it makes the town prosper. Mayor Harrison-Edwards read the proclamation declaring Thursday, March 9, 2023 as Lewis County High School Minutemen Wrestling Day. Councilman Curtis made a motion seconded by Councilwoman Rogers to **approve** Thursday, March 9, 2023 as Lewis County High School Minutemen Wrestling Day. **Motion carried.**

Maria Adams with Aura SPA Main Avenue: Ms. Adams was not able to attend.

Approval of Minutes: Councilwoman Rogers made a motion with the amendment to the paving over unmarked graves at the Arnold Cemetery seconded by Councilwoman Gump to **approve** the Regular Session Meeting of February 6, 2023 minutes. **Motion carried.**

Visitors Section (5 Minute Time Limit):

Ray Smith EDA executive director stated it was a pleasure to be welcomed into the City of Weston on different projects being talked and told about and for being included. This also goes for all the communities that have made him feel welcomed. Ray expressed that when he goes to other places, and conferences they tell him that Lewis County is working together. Ray stated to council thank you for making him feel welcomed.

Receive and File Reports of the City Boards, Commissions and Outside Agencies:

Mayor Harrison-Edwards read aloud the dates of the scheduled meetings for all City Boards, Commissions and Other Agencies. An application was submitted for Michelle Carpenter for the Board of Parks and Recreation. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the application for Michelle Carpenter for the Board of Parks and Recreation. **Motion carried.**

Sanitary Board: Report in Packet. Sanitary Director Evans state with Phase I the sludge removal is still on going at the plant and belt pressure is working better along with a new project manager. Jacksons Mill project with bringing sewer lines to Jacksons Mill is about 50% completed and at the next board meeting we will discuss if we are taking over the operations and maintenance once the project is completed. The Sanitary Board has not heard anything about the Stonewall Jackson Collection Sewer Project but was told the point person has been removed. The Corridor H Project out Route 33 for the water and sewer Sanitary Director Evans met with Lewis County Commission last week and today for funding possibilities, a decision was made to submit the project and it will not come through the Sanitary Board or the Council.

Department Report:

Finance – Monthly Report for March 2023: Finance Director Johnston provided council in the packet a copy of the Gross Revenue by Source, Month to Month Comparison Fiscal Year 2023, Profit and Loss Expense Report July 2022 through February 2023, and Bank Statements for General Fund, Payroll Account, Rainy Day Fund, Vacant Structures, Police Equipment Fund, Holding Account, K-9 Fund, Coal Severance Tax Fund, and Community Development Fund/Park and Recreation. The city did not receive the ARPA Fund bank statement but Finance Director Johnston wrote the amount at the bottom of the page on last month's statement.

Council to Approve \$3300 from the General Account Fund to Vacant Structure Fund:

Finance Director Johnston asked council to transfer \$3300 from the General Fund to the Vacant Structure Fund. Councilman Curtis made a motion seconded by Councilman Bohan to **approve** to transfer \$3300 from the General Fund to the Vacant Structure Fund. **Motion carried.** Finance Director Johnston stated after transferring this amount the Vacant Structure Fund will have a balance of \$12,000. Finance Director Johnston informed the council that the city received \$450 for the signs entering Weston and \$400 for the Hometown Hero Banners. The Municipal Fees last year in February brought in \$9,501.56, this year we brought in \$12,285 making if \$24,338 short from last year.

Stormwater Reimbursement Request: Assistant Finance Director Solberg explained to the council that the following two items on the agenda go hand in hand. The expenses we have in the Storm/Sewer line are spent one year and then we are reimbursed the next year. We have

done so much work on the streets this year, and we are requesting a reimbursement. Assistant Finance Director Solberg provided the council with a handout of all the expenses and noted at the bottom the Street Sweeper we were to get reimbursed half for that purchase. The amount of the stormwater reimbursement is \$36,041.74 and this give us the opportunity to do a budget adjustment to get through the rest of the physical year. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the reimbursement of \$36,041.74 from the Stormwater Fund. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

Budget Adjustment – Stormwater: Assistant Finance Director Solberg stated on the other side since council approved the reimbursement of the \$36,041.74, we will need to do a budget adjustment which has to be rounded up to the next dollar making it \$36,042. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the Budget Adjustment to the Stormwater Line. **Motion carried.**

Appointing Audit Committee: Assistant Finance Director Solberg informed the council that the deadline for the proposals is the end of March. The Council is to appoint an audit committee which will grade the audit proposals then bring back to council to make a recommendation. The audits will be fiscal year 2021,2022, 2023. Councilman Curtis made a motion seconded by Councilwoman Gump to **approve** the audit committee which will include City Manager Nate Stansberry, Finance Director Susie Johnston, Assistant Finance Director Joe Solberg, and Councilwoman Sherry Rogers. **Motion carried.**

Street Department Report: Report in Packet. Street Commissioner Starett informed council that the Street Department is helping the WVDOH on West Second Street but will be billing the WVDOH for the hours used. Councilman Bohan thanked Street Commissioner Starett for getting the drain unplugged on West Second Street. Councilman Bohan asked Street Commissioner if he could do something about the Kunst Drive/Kunst Addition sign in Ward II. Mayor Harrison-Edwards asked Street Commissioner Starett if he had a schedule for street sweeping. Street Commissioner Starett stated they are determining how long it takes to sweep the streets before the make a schedule. Street Commissioner Starett will be looking into the ownership of Whelan Field before addressing the drain issues but will help as much as possible.

Police Department Report: Report in Packet. Councilwoman Rogers thanked the Police Department for all they do.

Fire Department: Report is packet. Chief Suttle informed the council that this was one of the slowest months the fire department has had. Councilwoman Gump asked for an update of the new fire truck and Chief Suttles response was it should be here May or June. Councilwoman Gump asked about the fireworks for the 4th of July celebration. Chief Suttle stated several vendors have reached out to him. Councilwoman Rogers thanked Chief Suttle and his department for all they do.

Building/Code/Zoning Report: Report in Packet. Councilwoman Gump asked Building/Code/Zoning Enforcement Officer Lewis if he could provide council the demolition list of properties. Building/Code/Zoning Enforcement Officer Lewis will email the list to them again. Councilwoman Gump asked about the Spring Cleanup in April to provide a dumpster at the Street Department for big items like grills and such with scrap metal being up it would benefit the city to collect. Councilman Curtis asked if everything was done legally to begin to tear down

these buildings. Building/Code/Zoning Enforcement Officer Marty Lewis informed the council he will asking later in the meeting to award the tearing down of two properties and he put an ad in the paper to bid out at least six more properties for demolition. Building/Code/Zoning Enforcement Officer Lewis expressed they demolition must be done in stages because it is a reimbursement grant that is funding the project. Building/Code/Zoning Enforcement Officer Lewis stated he would like the \$300,000 to be sent by September or October 2023 when it is at the end of the cycle, and he has already put our name in for the next funding cycle.

City Attorney Report: City Attorney Bailey expressed that next week is reserved for the budget review and hopefully the following week we can continue to go over the codification.

City Clerk Report: Report in Packet.

City Manager Report: Mayor Harrison-Edwards stated that the City Manager Stansberry emailed everyone. Mayor Harrison-Edwards wanted to reiterate the importance of attending the Hubcap Meeting at the Senior Citizen Center at 6:00 p.m. on March 16, 2023. Mayor Harrison-Edwards expressed it is very important to get feedback from the community to get ideas on challenges we face and to see how everyone wants to see Weston in the next few years.

Councilwoman Gump made a motion seconded by Councilman Bohan to **approve** all department reports. **Motion carried.**

Old Business

Ordinance 2022-13 Ordinance for the City of Weston to Acquire Property 451 West Second Street (Second Reading) (Action Requested): Councilman Curtis made a motion seconded by Councilwoman Gump to **approve** to have the second reading of Ordinance 2022-13 Ordinance for the City of Weston to Acquire Property 451 West Second Street by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Judy Piercy read the Ordinance 2022-13 Ordinance for the City of Weston to Acquire Property 451 West Second Street second reading by title only.

Councilman Curtis made a motion seconded by Councilwoman Gump to **approve** the second reading by title only of the Ordinance 2022-13 Ordinance for the City of Weston to Acquire Property 451 West Second Street. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.** The first reading by title only of the Ordinance 2022-13 for the City of Weston to Acquire Property 451 West Second Street was read on February 6, 2023. The approval of the second reading enacts the Ordinance 2022-13 Ordinance for the City of Weston to Acquire Property 451 West Second Street as of March 6, 2023.

Ordinance 2023-04 Ordinance for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policies (Action Requested to be Tabled):

Councilwoman Rogers made a motion seconded by Councilman Bohan to **table** the Ordinance 2023-04 for the City of Weston Purchasing Card Policies and City of Weston Financial Procedures and Policies. **Motion carried.**

Ordinance 2023-05 Ordinance for the City of Weston to Acquire 241 South Main (Second Reading) (Action Requested): Councilman Curtis made a motion seconded by Councilwoman Gump to **approve** to have the second reading of Ordinance-2023-05 Ordinance for the City of Weston to acquire 241 South Main by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Judy Piercy read the Ordinance 2023-05 Ordinance for the City of Weston to Acquire 241 South Main second reading by title only.

Councilman Curtis made a motion seconded by Councilwoman Rogers to **approve** the second reading by title only of the Ordinance 2023-05 Ordinance for the City of Weston to Acquire 241 South Main. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.** The first reading of Ordinance 2023-05 Ordinance for the City of Weston to Acquire 241 South Main was on February 6, 2023. The approval of the second reading enacts Ordinance 2023-05 Ordinance for the City of Weston to Acquire 241 South Main as of March 6, 2023.

Ordinance 2023-06 Ordinance for the City of Weston to Acquire 141 South Main (Second Reading) (Action Requested): City Attorney Bailey requested the second reading to be tabled because he has not been able to contact the property owner, he is going through a realtor to be the power of attorney. City Attorney Bailey does not feel comfortable going off the word of someone who does not own the property. Mayor Harrison-Edwards stated we have talked about this for some time. City Attorney Bailey expressed that we could have the second reading and if they do not want to give it to us, no harm, no foul we will not take control. Councilman Curtis made a motion seconded by Councilwoman Gump to approve to have the second reading of Ordinance 2023-06 Ordinance for the City of Weston to Acquire 141 South Main by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Judy Piercy read the Ordinance 2023-06 Ordinance for the City of Weston to Acquire 141 Main second reading by title only.

Councilman Curtis made a motion seconded by Councilwoman Gump to **approve** to the second reading by title only of the Ordinance 2023-06 Ordinance for the City to Acquire 141 South Main. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion Carried.** The first reading of Ordinance 2023-06 Ordinance 2023-06 Ordinance for the City of Weston to Acquire 141 South Main was read on February 6, 2023. The approval of the second reading enacts Ordinance 2023-06 Ordinance for the City of Weston to Acquire 141 South Main as of March 6, 2023. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion Carried.** The first reading of Ordinance 2023-06 Ordinance 2023-06 Ordinance for the City of Weston to Acquire 141 South Main was read on February 6, 2023. The approval of the second reading enacts Ordinance 2023-06 Ordinance for the City of Weston to Acquire 141 South Main as of March 6, 2023.

Update Employee Vacation Handbook Policy Section (Action Requested to be Tabled):

Councilwoman Gump expressed that we have had no issues until now, everyone knew it was the policy. Mayor Harrison-Edwards stated the policy is fairly new and didn't know how it meshed with other Municipal Government, and City Manager Stansberry is researching and

trying to be fair. Councilwoman Rogers made a motion seconded by Councilman Bohan to **table** the Update Employee Vacation Handbook Policy Section. **Motion carried.**

First Due Fire Discussion: City Attorney Bailey stated the city has strong legal grounds to institute the First Due Fire Fees if council wanted to go down that path. Councilwoman Sherry Rogers asked if we sent out the First Due Fire Fee for review. Mayor Harrison Edwards stated that they were going to put numbers together and see what it would look like based on their proposal.

New Business

Awarding of Bid for Demolition Bids for 451 West Second Street (Action Required): Building/Code/Zoning Enforcement Officer Lewis explained the asbestos report has already been done because the house was in bad shape. Aster's Oilfield Services Inc. was the lowest bid for the two properties. Building/Code/Zoning Enforcement Officer stated the utilities are off and we are waiting for Mon Power service drop off and explained to council once the bid is signed it becomes a contract and the contractor will sign a nondisclosure form. The REAP Grant with the DEP approval will be taking care on the cost for 451 West Second and the Raise Grant will take care of 210 West Second Street. Councilman Curtis made a motion seconded by Councilman Bohan to **approve** Awarding of Bid for Demolition to Aster's Oilfield Services Inc for \$9000 for 451 West Second Street. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

Awarding of Bid for Demolition Bids for 210 North River (Action Required): Councilman Curtis made a motion seconded by Councilwoman Gump to **approve** to Award the Bid for Demolition of 210 North River to Aster Oilfield Services, Inc. for \$29,000. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan no, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

Awarding of Bid for Guardrail Installation (Action Requested): Not enough information in the packet to be voted on. Councilman Bohan made a motion seconded by Councilwoman Gump to **table** the Awarding of Bid for Guardrail Installation. **Motion carried.**

Awarding of Bid for Mowing of Cemeteries (Action Requested): Councilwoman Rogers expressed the need to reject the bid and rebid the mowing for the cemeteries, due to the complaints and not getting the job done. Councilwoman Rogers made a motion seconded by Councilman Curtis to **rebid** the mowing of the cemeteries. **Motion carried.**

Purchase of a Ventrac Mower Estimates from John Deere and Sunset Outdoor Supply with Proposal for Financing thru Country Roads Leasing LLC (Action Requested): Street Commissioner Starrett provided the council information on the Ventrac Mower including payment information with Country Road Leasing with and without a down payment. City Clerk Piercy stated that City Manager Stansberry would like to table this because he is trying to see if mowing in-house would take care of the payment and he would like to see the funds come from the General Account, not the ARPA Fund. Councilman Curtis expressed he thought the council was in agreement to take half out of the ARPA Funds and finance the remaining. Mayor

Harrison-Edwards would like to hold off using the ARPA Funds because we do not know what other types of comments we have, and we are in the budget season. Mayor Harrison-Edwards suggested if you are going to do anything using the General Fund, but I wouldn't want to tie that up for this. Councilwoman Rogers made a motion seconded by Councilman Bohan to table the Purchase of a Ventrac Mower. **Motion carried.**

Ordinance 2023-07 City of Weston to Acquire Properties at the Following Addresses: 255 South Main Street, 254 High Street, 256 High Street, and 347 East First Street (Action Requested):

City Attorney Bailey stated we could get all four properties for \$20,000 and the asbestos report has been completed on some. City Attorney gave Spruce Mountain Minerals as owning the properties. Councilwoman Gump asked who the owner of this company was, and City Attorney Bailey responded Eric Skinner. Councilman Curtis asked what the justification would be for us to own these properties. City Attorney Bailey commented on the simple fact that we own the building and do whatever we want on the properties and a possibility of putting them in a Land Reuse Agency. Councilman Curtis asked if they were purchased for back taxes, and City Attorney Bailey stated it was. Councilwoman Rogers ask if he bought these houses condemn. Building/Code/Zoning Enforcement Officer Lewis stated yes with the intention to tear down and rebuild in those spots. Councilwoman Gump stated that he should tear down the houses. Councilwoman Rogers agreed with Councilwoman Gump and expressed that he started a project, and he purchased property that was condemned he needs to be in compliant with the properties. Councilwoman Rogers went on to express this has been a problem for the city for a long time, people buying property for back taxes not living here or addressing the vacant building and adding blite to our city. Councilwoman Rogers does not feel comfortable spending \$20,000 for these houses and then more money to take down the houses and maintain the property. Councilwoman Rogers made a motion seconded by Councilwoman Gump to **reject** Ordinance 2023-07 City of Weston to Acquire Properties at 255 South Main Street, 254 High Street, 256 High Street, and 347 East First Street. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

Ordinance 2023-08 Ordinance Creating the Weston Land Reuse Agency (Action Requested):

City Attorney Bailey stated that state code lets cities create a Land Reuse Agency which gives that agency more flexibility dealing with property, conveying property, renting property. City Attorney Bailey informed the council that this ordinance came from the State Code and historically City Mayor, City Managers, Fire and Police Chiefs and one residential person be on the board and council will pick. Mayor Harrison-Edwards explained she attended a meeting, and they were given the top of line plans from Charleston, Princeton WV to model policies. And the reason to have the LRA for cities they do not have to jump through hoops as a government agency does. The LRA receives first notification on tax lien properties. Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the Ordinance 2023-08 Ordinance Creating the Weston Land Reuse Agency. Councilwoman Gump asked if council would have the final say of the Land Reuse Agency, and City Attorney Bailey stated no, the board would. Council wanted to know if the ordinance could be changed to make councils decision the final say, City Attorney Bailey stated he didn't think so, when you create this board, you are giving them the authority to make the decision. The city isn't necessarily responsible for the debts or other particular actions. Mayor Harrison-Edwards expressed this way the councils time will not be tied up on dilapidated structures and the composition of the

LRA is to have city officials on the board with intent and wishes brought to the board. Councilman Bohan expressed that council is not or will not be versed in the workings, but council would be able to find the right people who is versed into taking care of things, a more hands on approach. Mayor Harrison-Edwards expressed having the board is so the councils time is not tied up and the composition of the LRA is designed to have some city officials on board with the intent and wishes will be brought to the LRA. Councilwoman Gump asked if this agency would have its own entity and the funding would come from the city. Mayor Harrison-Edwards stated the sale of the property. Building/Code/Zoning Enforcement Officer Lewis suggested to the Taylor Bennett from the Land Reuse Agency come to the next meeting and speak to us. Mayor Harrison-Edwards expressed that would be a good idea since we council has questions Councilwoman Gump made a motion seconded by Councilman Curtis to **table** Ordinance 2023-08 Ordinance Creating the Weston Land Reuse Agency.

Request for Historic Landmark Commission to Apply for Survey and Planning Grant (Action Requested): Not enough information in the packet to vote on. Councilman Bohan made a motion seconded Councilwoman Rogers to **table** the request before the Historic Landmark Commission to Apply for Survey and Planning Grant. **Motion carried.**

Historic Landmark Commission and the City of Weston Request for the Façade Grant Program (Action Requested): Councilman Rogers stated that it is an exciting new program and we looked at other towns and it was successful. The grant will match up to \$10,000 50/50 grant match for commercial and residential properties. Inconsideration a lot of these houses have been neglected, dilapidated for more than 20 years and maybe could have been saved with regular maintenance and paint. We are trying to have a mechanism to give back to our community to provide assistance to our commercial building owners and residential building owners. We have enacted some ordinance for them to maintain their property now we would like to give them an Ave. to assist them with the maintenance of their property there are stipulations, and the grant money will run through the Historic Landmark Commission and it is only for facade. Councilman Bohan asked where the funding would come from, and Councilwoman's Rogers response was the budget. Councilman Bohan asked if there was a limit of people who could enter or who picks and chooses. Councilwoman Rogers stated that there are certain guidelines that will need to be met and the Historic Landmark Commission will be the one to pick. Councilman Bohan asked if the Historic Landmarks Commission would be dictating our budget. Councilman Bohan used an example of if everyone meets the guidelines and we have x amount to facilitate this and larger amount with request and the agency that picks who gets it then they will be looking to the council for answers. Councilman Bohan made a motion to **table** the Historic Landmark Commission and the City of Weston Request for the Façade Grant Program for further research seconded by Councilwoman Rogers. **Motion carried.**

Holt Property Lease with the City of Weston (Action Requested): Mayor Harrison-Edwards explain Lewis County First had a lease agreement with Sandra Holt Morrison and the city entered into a sublease with Lewis County First last year to be able to use the property for the ice skating rink and the summer music concerts and decided to talk to Ms. Holt Morrison. The city has been good about taking care of the property by mowing since the passing of Billy Adler. The Holt properties LLC is willing to lease the same property to the City of Weston and work with them as long as their overall mission is honored to memorialize the family in some manner on the property to keep their historic sign and keep the benches with the families names on

them. Councilwoman Gump made a motion seconded by Councilman Curtis to **approve** to enter a lease with the Holt Properties LLC for City of Weston. **Motion carried.**

Ordinance 2023-09 Billboards/Zoning Amendment Ordinance (Action Requested)

(Potential Executive Session to Obtain Legal Advice): City Attorney Bailey stated the City of Weston is in compliance with State Code 5.05-11 which we are in our rights to amend the Billboards/Zoning Amendment Ordinance and the signs in question can stay. Councilwoman Rogers asked if this was discussed previously with Lamar. City Attorney Bailey noted that it was. Councilman Curtis asked to recuse himself from this discussion because the sign in question is on his property.

Councilwoman Rogers made a motion seconded by Councilwoman Gump to **approve** to have the first reading of the Ordinance 2023-09 Billboards/Zoning Amendment Ordinance by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

City Clerk Piercy read Ordinance 2023-09 Clarification of Proposed Amendment to Ordinance 2023-09 Billboards/Zoning Amendment Ordinance by title only.

Councilwoman Gump made a motion seconded by Councilwoman Rogers to **approve** the first reading by title only of Ordinance 2023-09 Clarification of Proposed Amendment to Ordinance 2023-09 Billboards/Zoning Amendment Ordinance **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

Opioid Litigation Election and Releases/Various Pharmaceutical Companies (Action Requested)

(Action Requested): City Attorney Bailey expressed we have received these prior. First is Walgreens and this release is through the Attorney General, and second is two various pharmacies which will go to a law firm. We will get some degree of money but not sure of the amount. We cannot go around stating anyone is guilty, no one is admitting guilt this is a settlement. Councilwoman Gump made a motion seconded by Councilman Bohan to **approve** the Opioid Litigation Election and Release/Various Pharmaceutical Companies. **Motion carried.**

Weston Cultural Center Request for State Development Grant Program up to \$50,000

(Action Requested): not enough information in the packet to vote on. Councilman Bohan made a motion seconded by Councilwoman Rogers to **table** Weston Cultural Center Request for state Development Grant Program up to \$50,000. **Motion carried.**

Weston Cultural Center Request for Congressionally Directed Spending Grant (Action Requested)

(Action Requested): A copy of the Congressionally Directed Spending Grant was included in the packet. Councilman Bohan made a motion seconded by Councilwoman Gump to **table** the Weston Cultural Center Request for Congressionally Directed Spending Grant, no projected amount was given. **Motion carried.**

Meeting with Council for the Budget Meeting (March 13, 14, or 15th) (Action Requested):

The City Council will be meeting at the Municipal Building for the budget meeting on March 14, 2023.

Reports of City Council

Mayor Kim Harrison -Edwards submitted her report and reiterated how important the Hubcap meeting is and ask if we could send an e-mail to all members of our boards and commissions inviting them to attend and if we needed help to let her know.

Councilwoman Rogers Ward I stressed that importance of the Hubcap meeting on March 16, 2023 from 6:00 p.m. to 8:00 p.m. Councilwoman Rogers thanked the public for attending the meeting and for showing support coming in to learn what's going on and asking questions and providing feedback Councilwoman Rogers commented on how wonderful having our youth at the meeting and it is amazing how successful our youth are. Councilwoman thanked all city employees for making things happen.

Councilman Bohan Ward II shared that a year or less ago we gave 350,000 for sludge removal which I voted against and never thought up about it again until now. We are throwing money into a problem that has been neglected for over 20 years because of the decisions not being made that should have been, the project was not thought out by the engineers, administration process. we have struggled 50% through the project and now we are having these problems with the wrong equipment, wrong leaders. I am going to spend my last few months figuring out what went wrong. They have talked about expanding out route 33, we are not doing a good job now, so it isn't the time to expand.

Councilwoman Gump Ward III thank the Police Department for all they are doing dealing with the breaking and entering which was becoming a serious problem. The spring cleanup coming in April along with some of the properties coming down it will only add to the aesthetics of Weston. We are having new businesses opening, good things are happening, and we are working with the county and hope to continue to do so.

Councilman Curtis Ward IV reiterated Councilwoman Gump on the dilapidated structures, when speaking with the public they are noticing the dilapidated structures we are dealing with and the plans we are putting in place. People are noticing and getting more involved in the community.

Adjournment

Councilman Curtis made a motion seconded by Councilwoman Gump to **adjourn** at 8:35 p.m.
Motion carried.

Attest

Mayor, Kim Harrison-Edwards

City Clerk, Judy Piercy



Special Session City Council
Thursday, March 9, 2023 at 6:00 p.m.
City Municipal Building

Present: Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Herb Curtis, Debbie Gump (excused), City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey (Zoom), Finance Director Susie Johnston(excused) Chief Mike Posey (excused), Chief Jimmy Suttle (excused), Street Commissioner Mike Starett (excused), Building/Code/Zoning Marty Lewis, Sanitary Director Dee Evans. Via Zoom Anna Cardelli.

Call to Order/Moment of Silence: 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.

Public Comment: No one to speak.

Old Business

Request for the City of Weston to Apply for SHPO Grant for City Elevator (Action Requested): City Manager Stansberry explained to council an elevator for the city building was put into the budget, but an opportunity to apply for the SHPO Grant could save the city money. City Manager Stansberry will be working with Americorp Jacob Wingett to apply for the grant in the amount of \$100,000, and the deadline is March 31, 2023. Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** to apply for the SHPO Grant in the amount of \$100,000 for the city elevator. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan no, Councilman Curtis yes). Motion carried.**

Weston Cultural Center Request for Congressionally Directed Spending Grant for Remaining Cost to Complete the Cultural Center (Action Requested): Anna Cardelli explained that we are waiting for the estimate from the Mills Group for the estimate to fully complete the building including the Phase II we are currently working on and these funds would be the primary source for all required match funds for all grants secured to complete the building. The Weston Cultural Center is eligible with the Rural Development this is a 75% match grant so they will pay up to 75% cost of the overall project and we will have to secure 25% and we can use other grant funds to secure the match. Councilwoman Rogers made a motion seconded by Councilman Bohan to **approve** the Weston Cultural Center request for Congressionally Directed Spending Grant for the remaining cost to complete the Cultural Center. **(Roll call of**

votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilman Curtis yes). **Motion carried.**

Weston Cultural Center request for State Development Grant for \$100,000 for Lula Style Elevator and Installation (Action Requested): Anna Cardelli explained that the Weston Culture Center and the Historic Landmark Commission request to apply for the State Development Grant for \$100,000 for the Lula style elevator and installation. If awarded the grant, it will provide 75% of the total cost of the project and we will have to pay 25% cash and 25% in kind. The match can be used from a grant or an another source. Councilwoman Rogers made a motion seconded by Councilman Curtis to **approve** the request from the Weston Cultural Center to apply for the State Development Grant for \$100,000 for Lula Style Elevator and Installation. **(Roll call of votes Councilwoman Rogers yes, Councilman Bohan no, Councilman Curtis yes).** **Motion carried.**

Historic Landmark Commission and the City of Weston to Request for the Façade Grant Program (action Requested): City Manager Stansberry explained to the council that the Historic Landmark Commission is asking to pursue this grant and asking for council to support the grant. Anna Cardelli discussed on how the awarding of the grant would take place and the different requirements that needed to be met. Councilwoman Rogers explained that a scoring sheet will be used, and the grant is a 50 /50 match. The Historic Landmark Commission will bring to the council whom they select for their input and approval. Councilman Bohan does not want the city to get into a situation of a winner and a loser. Councilman Bohan made a motion seconded by Councilwoman Rogers to **approve** the Historic Landmark Commission and the City of Weston request for the Façade Grant Program. **Motion carried.**

Awarding of Bid for Guardrail Installation (Action Requested): City Manager Stansberry went over the guardrail locations and a picture was provided in the packet to show the locations. City Manager Stansberry stated that \$10,000 was saved from the Mid Avenue Project and the money can be used on for the following projects to be awarded PDK Construction, Inc. for projects 1,3,5,6,7 as stated in the bid document and the remaining two projects will be in the proposed budget for FY2024. Councilwoman Rogers made a motion seconded by Councilman Bohan to approve guardrail projects 1,3,5,6, and 7 in the amount of \$9,399. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan no, Councilman Curtis yes).** **Motion carried.**

Purchase of a Ventrac Mower Estimates from John Deere and Sunset Outdoor Supply with Proposal for Financing thru Country Roads LLC: City Manager explained to the council that the West Fork Conservation had a discussion with Street Commissioner Mike Starett about mowing the dam areas and they would purchase the Ventrac Mower and the City could use it, but for whatever reason that discussion did not follow through. City Manager Stansberry expressed to the council that his

recommendation is to continue to pay as we do for the mowing of the cemeteries and parks. City Manager stated after doing the budget if money allows we will revisit the purchase of the Ventrac Mower. Councilman Curtis asked if we would have the manpower to mow these areas and City Manager Stansberry replied that we hope too with summer temps. City Manager Stansberry stated that we will bid the areas out like we have in the past. Councilman Bohan commented that the Ventrac Mower would have limited use in the areas that needed to be mowed.

City Manager Update: City Manager Stansberry gave an update on the following:

- stated the Regular Session was a little bumpy.
- the need to work on communication with the entire group.
- City Manager Stansberry touched base on the Skinner Properties that were on the agenda stating the purchase would tie into the Land Reuse Agency to manage and reuse the lots. These lots can be seen from the main entrance, and we can find a productive use.

Building/Code/Zoning Enforcement Officer Lewis stated that he would reach out to Taylor Bennett of the WV Land Stewardship Corp (Land Reuse Agency) to attend the Regular Session meeting to discuss and answer any questions you may have.

Building/Code/Zoning Enforcement Officer Lewis expressed that having a Land Reuse Agency will have Property Tax advantages, Financing and Grant opportunities and access to the WV Housing Fund and a board will need to be appointed to manage the Land Reuse Agency.

Councilman Curtis stated that the City needs to find a happy balance and some structure in place to have people take care of their properties. Councilman Bohan stated that if the City tears down the houses then we will have to mow them and we have nothing yet in place to take the property over. Councilman Bohan felt that the property is not contributing anything we need to own.

Adjournment

Councilwoman Rogers made a motion seconded by Councilman Bohan to adjourn at 7:15 p.m.

Attest

Mayor, Kim Harrison-Edwards

City Clerk, Judy Piercy



Special Session City Council
Tuesday, March 14, 2023 at 5:00 p.m.
City Municipal Building

Present: Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Randy Bohan, Debbie Gump, Herb Curtis, City Manager Nate Stansberry, City Attorney Brian Bailey, Finance Director Susie Johnston, Assistant Finance Director Joe Solberg, Chief Mike Posey, Chief Jimmy Suttle, Street Commissioner Mike Starett, Building/Code/Zoning Enforcement Marty Lewis, Sanitary Director Dee Evans.

Call to Order/Moment of Silence: Mayor Harrison-Edwards called the meeting to order at 4:58 p.m.

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

Public Comment: No one to speak.

Old Business:

Discussion of Budget FY2024: City Manager Stansberry provided council with a handout of the Budget FY2024 and had a comparison of last years budget. City Manager Stansberry and council went over each line of the budget. City Manager discussed the increase of PEIA Insurance and a possibility of exploring other plans for higher deductibles. Councilwoman Gump expressed the new hires should go to 80/20 for the PEIA Insurance. City Manager Stansberry discussed the need for increasing the revenue side and gave an example as raising the Building Permit Fee to be in line with the neighboring counties and the Municipal Fees, plus the First Due Fire Fees. City Manager Stansberry included in the budget a \$500 raise across the board for all employees except the Finance Department and it would get a little more. City Manager Stansberry informed that in this budget Christmas incentives or however the wording would be it is not in the budget. Councilwoman Rogers stated when they attended the Municipal League Guidelines to the Budget Process and we are not allowed to give Christmas bonuses. Mayor Harrison-Edwards said that has always been questioned with no definite answer. City Manager Stansberry expressed that with Finance Director Susie Johnston retiring we will need to hire a Municipal Clerk and since we have not used the money in the budget for June's replacement in the police department we should hire a Assistant Clerk for the City Clerk. Discussion of paving the streets and City Manager Stansberry stated that in the budget we could do a street in each ward or two small streets in each ward. Councilwoman Rogers asked if money could be taken out of the ARPA Fund for additional paving. City Manager Stansberry said that it could if council wants to do that but thought that we should use the amount in the budget.

City Meeting Day March 16, 2023 at 6:00 p.m. to 8:00 p.m.:

City Manager Stansberry informed council that he will be making a power point for the meeting to show the general public the Budget FY2024. City Manager Stansberry will be showing the revenue side and the expenditures and sharing some of the priorities we have discussed. City Manager Stansberry expressed that this meeting was not mandatory for attendance but thought it would be nice to have everyone to come out and support the meeting

City Manager Update: City Manager Stansberry updated the council with the following:

- after the approval of the Budget FY2024 we will need to get back to reviewing the codification.
- the need to discuss the increase for Municipal Fees and the First Due Fee and show the citizens the cost of what services we provide.

City Manager Stansberry requested to enter executive session for a personnel discussion.

Councilwoman Rogers made a motion seconded by Councilman Bohan to **enter** executive session for personnel discussion at 6:06 p.m. **Motion carried.**

Councilwoman Gump made a motion seconded Councilwoman Rogers to **exit** executive session at 6:40 p.m. **Motion carried.**

Adjournment:

Councilwoman Gump made a motion seconded by Councilwoman Rogers to adjourn at 6:42 p.m.

Attest

Mayor, Kim Harrison-Edwards

City Clerk, Judy Piercy



Special Session City Council
Tuesday, March 21, 2023 at 6:00 p.m.
City Municipal Building

Present: Mayor Kim Harrison-Edwards, Councilpersons Sherry Rogers, Randy Bohan, Debbie Gump, Herb Curtis, City Manager Nate Stansberry, City Clerk Judy Piercy, City Attorney Brian Bailey, Finance Director Susie Johnston, Assistant Finance Director Joe Solberg, Chief Mike Posey, Chief Jimmy Suttle, Building/Code/Zoning Enforcement Officer Marty Lewis, Street Commissioner Mike Starett, Sanitary Director Dee Evans (excused).

Call to Order/Moment of Silence: 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.

Public Comment: No one to speak.

Old Business

Budget FY2024 (Action Requested): City Manager Stansberry thanked Finance Assistant Solberg for putting together the Budget FY2024 packet and for putting the summary of what we have done and where we are at. City Manager Stansberry expressed that nothing has changed in the packet from last week's meeting. City Manager Stansberry asked if anyone had any comments he would be happy to discuss them if not his recommendations would be to approve the Budget FY2024. Councilwoman Gump questioned the Finance Manager increase in salary to \$50,000. Councilwoman Gump stated this question is not about the individual but the position, when other employees were getting \$500 across the board. Councilwoman Gump expressed that if the Assistant Finance Director takes over the Finance Director when Finance Director Susie Johnston retires, the Assistant Finance Director will have been here a year and what do you give the position next year for a raise. City Manager Stansberry stated that he is building up that position if we need to hire a Finance Director but that does not mean they will be getting the \$50,000 a year. The Finance Director is a very important position for the City of Weston and the City of Weston needs to be able to compete in salary if we need to hire someone. Councilwoman Rogers made a motion seconded by Councilwoman Gump to approve the Budget FY2024 Levy Estimate. **(Roll call of votes, Councilwoman Rogers yes, Councilman Bohan yes, Councilwoman Gump yes, Councilman Curtis yes). Motion carried.**

Dilapidated Buildings Removal Priority Discussion: City Manager Stansberry informed the council that the City has six houses out for bid and asked what is their view on dilapidated houses. City Manager Stansberry stated that the communication has not been well. The main priority are taking down the unsafe buildings, dilapidated houses and the ones that are a eyesore, but once this occurs what is our direction, what is our plan? City Manager Stansberry expressed that once we get these properties into our inventory for reuse, what is our long term goal? Councilman Bohan expressed three points on the housing situation. The first thought

was the American dream is a single dwelling atmosphere, and the public housing or group housing is not. The second thought was the City has a limit of what we can have and we need to work with them and see how it goes through the Land Reuse Agency. The third point Councilman Bohan made was with the tiny houses would be for people who do not qualify for a loan these houses could be affordable. Building/Code/Zoning Enforcement Officer Lewis stated that through the Land Reuse Agency are responsible for the house and they will not have a limit. Through the Land Reuse Agency, they will have funding and grants for people struggling.

Reconsideration of the Mowing Bid for Cemeteries (Action Requested): City Manager Stansberry expressed the city only had one bid for mowing the cemeteries. Councilman Curtis made a motion seconded by Councilwoman Rogers to enter executive session to discuss a local business at 7:21 p.m. **Motion carried.** Councilman Curtis made a motion seconded by Councilwoman Rogers to **exit** executive session at 7:37 p.m. **Motion carried.** Councilman Bohan made a motion to reconsider and accept the bid for the mowing of the cemeteries. **No seconded motion was made so the motion died.**

Reconsideration of the Acquisition of Skinner Properties (Action Requested): City Manager Stansberry stated he respected the decision council made at the Regular Session Meeting on March 6, 2023 but would like for a reconsideration of the Skinner Properties. City Manager expressed the location of the property was at the gateway to the city and they were an eyesore. City Manager provided council with the location of each property and the amount that was paid by Mr. Skinner for each property. Councilman Curtis asked if Mr. Skinner approached us about buying the property and City Manager Stansberry stated no it was seen on Facebook and he had approached Mr. Skinner. Councilman Bohan stated that he felt since it was on Facebook the city would be responsible at some point to tear them down and the city would have to chase the deeds down with more time and money involved. Councilman Bohan thought we should buy them now and get them off our books. Building/Code/Zoning Enforcement Officer Lewis agreed that if we don't obtain the properties in two or three years they will be looking worse than they do now and we will have more money and time tied up in them. Councilwoman Gump suggested to ask if they could be donated to the City of Weston. City Manager Stansberry expressed he had no problem in asking but asked if council had a price in mind to offer for the properties. Councilman Bohan made a motion to offer Mr. Skinner \$12,500 for the properties. **No second motion was made so the motion died.**

City Manager Update: City Manager Stansberry informed council of the following updates.

- job fair at Lewis County High School on March 22, 2023 in the a.m.
- PEIA Insurance meeting in Flatwoods starts at 1:00 p.m. Finance Director Susie Johnston and Assistant Finance Director Joe Solberg will be attending also.
- Will need to discuss the mowing bid for City Properties and Noncompliant Properties the next meeting.

Adjournment

Councilman Bohan made a motion seconded by Councilman Curtis to adjourn at 8:04 p.m.



Attest

Mayor, Kim Harrison-Edwards

City Clerk, Judy Piercy

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

MONTHLY REPORT

April 3, 2023

PROJECT UPDATES

PHASE I PROJECT

- SYNAGRO finished removing sludge on March 9, 2023 and removed approximately 767 dry tons. Via Change Order to use up Contingency Funds, we were able to remove 137 additional Dry Tons of sludge in addition to the planned quantity of 630 Dry Tons. We are currently working on close out documents to finish out this contract.

AML PROJECT

- Still no word from the DEP on the grant application for the AML Project submitted to the DEP. The estimated cost of the work on the seven mine portals in and around Weston and connected to the Weston Sanitary Collection System is approximately one million dollars.

JACKSONS MILL PROJECT

- Construction on the project should be complete in May 2023.

PHASE II PROJECT

- The preliminary engineering report will be submitted to the IJDC April 10.

STONEWALL JACKSON SEWAGE OLLECTION PROJECT

- No additional news on this project

CORRIDOR H SEWER EXTENSION PROJECT

- No additional news on this project

PLANT

- SYNAGRO finished sludge removal and de-mobilized
- Installed new Effluent Flow Meter
- Installed new Control Meter in Main Office
- ESP in to check Blowers and Oil Changes
- Monthly Required State Reports Submitted
- Weekly UV and Filter Cleaning & Maintenance
- Cleaning and Maintenance on screens, buildings, filter membranes, UV, chlorine building and garages.
- Lab Sample deliveries 4 days a week

COLLECTION

- WVAWC hit 6" line on West 2nd Street-We responded
- Emergency Line Repair Blue Street/Rt. 19
- Worked with PSC and Street Department to resolve issue at Winter Avenue
- Worked with PSC to resolve issue at West 2nd Street
- Working with Street Department to resolve issues at intersection of 19/Jackson
- Miss Utility Mark-outs
- Working with Region 7, DEP, Engineering, to get Critical Needs Funding for Station 7

PUMPS

- Pump Maintenance at Weston Manor, Hickory House, and Dancers
- Working with contractors and City Manager on Estimates for Station 7 Repair/Replace
- Re-fueling Bypass pumps 7days a week
- New VFD Installed/start up @ Jackson Mill
- Met with Power Company regarding power spikes/surges at the plant

JET CALLS

☐ 18 Jet Calls 9 Main 9-Laterals

DIRECTOR/OFFICE

- ☐ Annual PSC Report Submitted
- ☐ Rule 42 Almost Completed
- ☐ Accountant working on Rate Analysis for Project Funding
- ☐ Video Call with Wayne Morgan of DEP, Cary Smith Region 7, City Manager and WSB to discuss Critical Needs Funding for Station 7

- ☐ Working with Steptoe on submitting required update to EPA
- ☐ Submitted 42 Water Terminations week of March 26
- ☐ Mailed over 3000 customer Bills to Residents in March
- ☐ Mailed out over 1100 Past Due/Termination Letters to Customers
- ☐ Working with Region 7 on funding through Critical Needs for Station 7 Emergency Expenses
- ☐ Preparing April Billing
- ☐ Ongoing Discussions/Meetings with Potesta regarding Phase II Sludge Removal Project
- ☐ Discussions with WVU and Engineering firm regarding new water and sewer lines
- ☐ Multiple Past Due Phone Calls and Follow-Up Calls made
- ☐ Negotiating with customers for Deferred Payment Arrangements
- ☐ Weekly Department Head Meetings with City Manager
- ☐ Monthly Adjustments
- ☐ Accounts Payable
- ☐ Payroll Reports
- ☐ Daily/Monthly Reports
- ☐ PEIA Maintenance and Billing
- ☐ PERS Reporting/Billing
- ☐ Daily/Weekly conversations with Engineers/Special Council 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

Dee Evans, Director

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

Statement Activity From:		Beginning Balance	\$2,469.97
01/01/23 to 03/31/23		Credits (+)	0.61
		Interest Earned	0.61
Days in Statement Period	90	Total Service Charges (-)	0.00
		Ending Balance	\$2,470.58

Average Percentage Yield Earned this period 0.100%
 Interest paid last year \$1.36

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

Date	Amount	Description
03/31	0.61	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
12/31	2,469.97	03/31	2,470.58

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Statement Period from 01/01/23 to 03/31/23 Page 1 of 2

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Huntington Public Funds Economy Checking **Account: -----8409**

Statement Activity From:		Beginning Balance	\$42,945.79
03/01/23 to 03/31/23		Total Service Charges (-)	10.00
		Ending Balance	\$42,935.79
Days in Statement Period	31		
Average Ledger Balance*	42,940.30		
Average Collected Balance*	42,940.30		
* The above balances correspond to the service charge cycle for this account.			

Service Charge Detail **Account:-----8409**

Date	Service Charge (-)	Waives and Discounts (+)	Description
03/15	10.00		BUSINESS ONLINE SERVICE FEES

Service Charge Summary **Account:-----8409**

Previous Month Service Charges (-)	\$10.00
Total Service Charges (-)	\$10.00

Balance Activity **Account:-----8409**

Date	Balance	Date	Balance	Date	Balance
02/28	42,945.79	03/15	42,935.79		

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Statement Period from 03/01/23 to 03/31/23 Page 1 of 2

Parks & Rec

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Huntington Public Funds Economy Checking

Account: -----0624

Statement Activity From: 03/01/23 to 03/31/23		Beginning Balance	\$4,142.95
		Total Service Charges (-)	0.00
		Ending Balance	\$4,142.95
Days in Statement Period	31		
Average Ledger Balance*	4,142.95		
Average Collected Balance*	4,142.95		
* 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

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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Statement Period from 03/01/23 to 03/31/23 Page 1 of 1



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 GENERAL FUNDS
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Huntington Public Funds Economy Checking Account: -----8454

Statement Activity From:		Beginning Balance	\$662,702.40
03/01/23 to 03/31/23		Credits (+)	114,262.36
		Regular Deposits	92,796.56
		Electronic Deposits	21,465.80
Days in Statement Period	31	Debits (-)	180,011.69
Average Ledger Balance*	635,234.52	Regular Checks Paid	34,436.76
Average Collected Balance*	631,563.78	Electronic Withdrawals	145,574.93
		Total Service Charges (-)	149.60
		Ending Balance	\$596,803.47

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

Deposits (+) Account:-----8454

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
03/01	10,428.61		Brch/ATM	03/30	3,396.85		Brch/ATM
03/01	8,862.26		Brch/ATM	03/30	2,868.46		Brch/ATM
03/01	866.68		Brch/ATM	03/30	1,315.00		Brch/ATM
03/30	53,023.38		Brch/ATM	03/30	1,261.46		Brch/ATM
03/30	5,719.56		Brch/ATM	03/30	1,243.62		Brch/ATM
03/30	3,810.68		Brch/ATM				

Other Credits (+) Account:-----8454

Date	Amount	Description
03/01	613.23	INTUIT 32621765 DEPOSIT 230301 524771998921412
03/03	1,040.00	INTUIT 54271425 DEPOSIT 230303 524771998921412
03/06	188.00	INTUIT 60715005 DEPOSIT 230304 524771998921412
03/07	100.00	INTUIT 77963235 DEPOSIT 230307 524771998921412
03/08	568.75	INTUIT 82187655 DEPOSIT 230308 524771998921412
03/09	12,457.50	WVTREASURY VENDOR 230309 000000211704 NTE*AUTO2301516920 *PUTT20230301706 29 *000000211704
03/13	10.00	INTUIT 01778175 DEPOSIT 230311 524771998921412
03/14	120.00	INTUIT 13299735 DEPOSIT 230314 524771998921412
03/15	10.00	INTUIT 19274665 DEPOSIT 230315 524771998921412
03/16	886.93	WVTREASURY LOTTBLGAME 230316 721020

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Account:-----8454

Other Credits (+)

Date	Amount	Description
03/16	28.94	WVTREASURY LOTTGRNBRI 230316 721020
03/17	636.00	INTUIT 34000245 DEPOSIT 230317 524771998921412
03/20	50.00	INTUIT 40836415 DEPOSIT 230318 524771998921412
03/22	47.00	INTUIT 56870755 DEPOSIT 230322 524771998921412
03/23	308.00	INTUIT 63470115 DEPOSIT 230323 524771998921412
03/24	546.00	INTUIT 69847995 DEPOSIT 230324 524771998921412
03/27	2,230.94	WVTREASURY LOT LVL CR 230327 621020
03/29	391.51	INTUIT 92699645 DEPOSIT 230329 524771998921412
03/30	1,188.00	WVTREASURY VENDOR 230330 000000211704 NTE*AUTO2301728646 *2300042841 *000000211704
03/31	45.00	INTUIT 05507705 DEPOSIT 230331 524771998921412

Account:-----8454

Checks (-)

Date	Amount	Check #	Date	Amount	Check #
03/13	750.00	16387	03/22	3,699.49	16442
03/02	91.46	16420*	03/22	154.12	16443
03/07	52.18	16423*	03/20	2,369.84	16444
03/06	3,150.00	16427*	03/16	6,699.64	16445
03/06	234.62	16428	03/21	503.13	16446
03/07	46.48	16429	03/16	484.50	16447
03/03	1,550.07	16430	03/20	168.00	16448
03/02	53.40	16431	03/17	497.97	16449
03/02	122.13	16432	03/22	500.00	16450
03/07	39.98	16433	03/20	63.81	16451
03/16	3,300.00	16434	03/27	495.00	16452
03/08	125.00	16436*	03/15	38.94	16453
03/14	95.00	16437	03/17	860.85	16454
03/20	241.38	16438	03/15	1,000.00	16455
03/14	834.77	16439	03/20	250.00	16456
03/15	5,965.00	16441*			

(*) 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.

Account:-----8454

Other Debits (-)

Date	Amount	Description
03/01	22.38	INTUIT 20754545 TRAN FEE 230301 524771998921412
03/02	20.00	INTUIT 27876615 ACCT FEE 230302 524771998921412
03/02	1,189.98	WVTREASURY CPRB WEB 230302 F23100
03/02	3,760.46	WVTREASURY CPRB WEB 230302 P23100
03/03	33.78	INTUIT 44098415 TRAN FEE 230303 524771998921412



Account:-----8454

Other Debits (-)

Date	Amount	Description
03/03	366.97	FIFTH THIRD BANK ONLINEPMT 230302 000001514541662
03/03	791.86	COLONIAL LIFE INS. PREM. 230301 E3073046
03/06	6.77	INTUIT 50602095 TRAN FEE 230304 524771998921412
03/07	3.45	INTUIT 67926955 TRAN FEE 230307 524771998921412
03/08	18.95	INTUIT 72172295 TRAN FEE 230308 524771998921412
03/13	0.57	INTUIT 91779415 TRAN FEE 230311 524771998921412
03/14	4.34	INTUIT 03606105 TRAN FEE 230314 524771998921412
03/15	37,165.89	BUS ONL TFR TO CHECKING 031523 XXXXXXX8506
03/15	0.57	INTUIT 09447055 TRAN FEE 230315 524771998921412
03/17	20.60	INTUIT 24083385 TRAN FEE 230317 524771998921412
03/20	1.85	INTUIT 30882815 TRAN FEE 230318 524771998921412
03/20	990.02	WWTREASURY CPRB WEB 230317 F23100
03/20	2,118.80	WWTREASURY CPRB WEB 230317 P23100
03/20	2,127.00	WWTREASURY PEIAPREAUT 230317 803238810PEIA
03/20	16,517.64	WWTREASURY PEIAPREAUT 230317 803238810PEIA
03/22	2.00	INTUIT 47202605 TRAN FEE 230322 524771998921412
03/22	310.00	WWTREASURY COURTFEES 230322 MUN1350
03/23	11.11	INTUIT 53772525 TRAN FEE 230323 524771998921412
03/24	17.97	INTUIT 60130465 TRAN FEE 230324 524771998921412
03/24	26,054.55	U.S. BANK PAYMENT 230323 448473455001746
03/29	36,773.83	BUS ONL TFR TO CHECKING 032923 XXXXXXX8506
03/29	5,327.27	BUS ONL TFR TO CHECKING 032923 XXXXXXX8506
03/29	7,607.45	BUS ONL TFR TO CHECKING 032923 XXXXXXX8506
03/29	3,300.00	BUS ONL TFR TO CHECKING 032923 XXXXXXX0967
03/29	13.78	INTUIT 83112665 TRAN FEE 230329 524771998921412
03/30	993.15	COLONIAL LIFE INS. PREM. 230328 E3073046
03/31	1.94	INTUIT 95952045 TRAN FEE 230331 524771998921412

Account:-----8454

Service Charge Detail

Date	Service Charge (-)	Waives and Discounts (+)	Description
03/15	99.60		EXCESS TRANSACTION FEE
03/15	50.00		WIRE TRANSFER FEES (OUTGOING)

Account:-----8454

Service Charge Summary

Previous Month Service Charges (-)	\$149.60
Total Service Charges (-)	\$149.60



Account:-----8454

Balance Activity

Date	Balance	Date	Balance	Date	Balance
02/28	662,702.40	03/13	685,406.94	03/23	600,347.95
03/01	683,450.80	03/14	684,592.83	03/24	574,821.43
03/02	678,213.37	03/15	640,282.83	03/27	576,557.37
03/03	676,510.69	03/16	630,714.56	03/29	523,926.55
03/06	673,307.30	03/17	629,971.14	03/30	596,760.41
03/07	673,265.21	03/20	605,172.80	03/31	596,803.47
03/08	673,690.01	03/21	604,669.67		
03/09	686,147.51	03/22	600,051.06		

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Huntington Public Funds Economy Checking

Account: -----0149

Statement Activity From:		Beginning Balance	\$378.70
03/01/23 to 03/31/23		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 Funds Economy Checking

Account: -----8823

Statement Activity From:		Beginning Balance	\$2,392.89
03/01/23 to 03/31/23		Total Service Charges (-)	0.00
		Ending Balance	\$2,392.89
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

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

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Statement Period from 03/01/23 to 03/31/23 Page 1 of 1



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Huntington Public Funds Economy Checking **Account: -----8506**

Statement Activity From:		Beginning Balance	\$60,220.26
03/01/23 to 03/31/23		Credits (+)	86,874.44
		Electronic Deposits	86,874.44
Days in Statement Period	31	Debits (-)	132,829.62
Average Ledger Balance*	16,051.44	Regular Checks Paid	3,310.14
Average Collected Balance*	16,051.44	Electronic Withdrawals	121,356.49
		Wire Transfer Debits	8,162.99
		Total Service Charges (-)	0.00
		Ending Balance	\$14,265.08

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

Other Credits (+) **Account:-----8506**

Date	Amount	Description
03/15	37,165.89	BUS ONL TFR FRM CHECKING 031523 XXXXXXXX8454
03/29	36,773.83	BUS ONL TFR FRM CHECKING 032923 XXXXXXXX8454
03/29	7,607.45	BUS ONL TFR FRM CHECKING 032923 XXXXXXXX8454
03/29	5,327.27	BUS ONL TFR FRM CHECKING 032923 XXXXXXXX8454

Checks (-) **Account:-----8506**

Date	Amount	Check #	Date	Amount	Check #
03/01	1,250.63	10088	03/02	2,059.51	10089

(*) 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:-----8506**

Date	Amount	Description
03/02	5,789.99	WVTREASURY CPRB WEB 230302 X23100
03/02	9,545.36	ADP Tax ADP Tax 230302 09VJH 030209A01
03/02	28,317.14	ADP WAGE PAY WAGE PAY 230302 513065105638VJH
03/16	9,116.12	ADP Tax ADP Tax 230316 09VJH 031611A01
03/16	26,551.05	ADP WAGE PAY WAGE PAY 230316 587061026448VJH

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Account:-----8506

Other Debits (-)

Date	Amount	Description
03/20	5,794.99	WVTREASURY CPRB WEB 230317 X23100
03/24	125.57	ADP PAYROLL FEES ADP FEES 230324 420066817815
03/24	351.45	ADP PAYROLL FEES ADP FEES 230324 420066817814
03/29	3,793.64	OUTGOING FEDWIRE TRANSFER - FREEFORM
03/29	4,369.35	OUTGOING FEDWIRE TRANSFER - FREEFORM
03/30	283.00	ADP Tax ADP Tax 230330 09XGX 033113A01
03/30	718.49	ADP Tax ADP Tax 230330 09XKC 033113A01
03/30	8,702.95	ADP Tax ADP Tax 230330 09VJH 033013A01
03/30	26,060.38	ADP WAGE PAY WAGE PAY 230330 621063575158VJH

Account:-----8506

Service Charge Summary

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

Account:-----8506

Balance Activity

Date	Balance	Date	Balance	Date	Balance
	60,220.26	03/15	50,423.52	03/24	8,484.34
02/28	58,969.63	03/16	14,756.35	03/29	50,029.90
03/01	13,257.63	03/20	8,961.36	03/30	14,265.08
03/02					

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Huntington Public Funds Economy Checking **Account: -----1076**

Statement Activity From:		Beginning Balance	\$24,178.00
03/01/23 to 03/31/23		Total Service Charges (-)	0.00
		Ending Balance	\$24,178.00
Days in Statement Period	31		
Average Ledger Balance*	24,178.00		
Average Collected Balance*	24,178.00		
* The above balances correspond to the service charge cycle for this account.			

Service Charge Summary **Account:-----1076**

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

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Statement Period from 03/01/23 to 03/31/23 Page 1 of 1

Rainy Day

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Huntington Public Funds Economy Checking

Account: -----4364

Statement Activity From:
03/01/23 to 03/31/23

Beginning Balance	\$75,995.16
Total Service Charges (-)	0.00
Ending Balance	\$75,995.16

Days in Statement Period 31

Average Ledger Balance* 75,995.16
Average Collected Balance* 75,995.16

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

Service Charge Summary

Account:-----4364

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

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Account: -----0967

Statement Activity From: 03/01/23 to 03/31/23		Beginning Balance	\$8,760.00
Days in Statement Period 31		Credits (+)	3,300.00
Average Ledger Balance* 9,079.35		Electronic Deposits	3,300.00
Average Collected Balance* 9,079.35		Total Service Charges (-)	0.00
* The above balances correspond to the service charge cycle for this account.		Ending Balance	\$12,060.00

Other Credits (+)

Account:-----0967

Date	Amount	Description
03/29	3,300.00	BUS ONL TFR FRM CHECKING 032923 XXXXXXX8454

Service Charge Summary

Account:-----0967

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

Balance Activity

Account:-----0967

Date	Balance	Date	Balance	Date	Balance
02/28	8,760.00	03/29	12,060.00		

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Jane Lew Branch
 Mon.-Fri. 8:30-5:30
 Sat. 8:30-12:00 Noon
 (304) 884-7825



CITY OF WESTON
 (TITLED 73 AMERICAN RESCUE PLAN)
 102 W. SECOND STREET
 WESTON WV 26452



Member
 FDIC

FINANCIAL SERVICES STATEMENT

Statement Date: 02/28/2023

Account No.: 46493 Page: 1

CHECKING ACCOUNT SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 01/31/23		736,171.67
Debits	3	30,593.25
Ending Balance On 02/28/23		705,578.42
Average Balance (Ledger)	721,506.70+	

CHECKS AND OTHER DEBITS

* indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
02/17/23		3,719.50	02/17/23		12,373.75	02/14/23	9	14,500.00

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 01/31/23 was 736,171.67

Date	Balance	Date	Balance	Date	Balance
02/14/23	721,671.67	02/17/23	705,578.42		

This Statement Cycle Reflects 28 Days

DUE TO RECENT PHONE CALLS IN OUR AREA, CITIZENS BANK WOULD LIKE TO REMIND OUR CUSTOMERS THAT WE DO NOT REQUEST ANY PERSONAL INFORMATION VIA PHONE, TEXT, EMAIL OR INTERNET WEBSITE. PLEASE PROTECT YOURSELF FROM IDENTITY THEFT.





IMAGE STATEMENT



NAME: City of Weston
 ACCT NO: Titled 73 American Rescue Plan 02/12/2023 09-145915
 102 N. Second Street
 Weston, WV 26452
 PAID TO THE ORDER OF: Advantage Technology \$ 3,719.50
 Three thousand seven hundred nineteen and 50/100 DOLLARS
 Citizens Bank
 WESTON, WEST VIRGINIA 26452
 FOR: [Signature]
 ⑆051501451⑆ ⑆014649⑆3⑆

AM: 3,719.50 CK: DT: 02/17 SQ: 80002750 Paid

NAME: City of Weston
 ACCT NO: Titled 73 American Rescue Plan 2/17/2023 09-145915
 102 N. Second Street
 Weston, WV 26452
 PAID TO THE ORDER OF: Advantage Technology \$ 12,373.75
 Twelve thousand three hundred seventy three and 75/100 DOLLARS
 Citizens Bank
 WESTON, WEST VIRGINIA 26452
 FOR: [Signature]
 ⑆051501451⑆ ⑆014649⑆3⑆

AM: 12,373.75 CK: DT: 02/17 SQ: 80002640 Paid

NAME: City of Weston
 ACCT NO: Titled 73 American Rescue Plan 2/13/2023 09-145915
 102 N. Second Street
 Weston, WV 26452
 PAID TO THE ORDER OF: Kalg Contracting \$ 14,500.00
 fourteen thousand five hundred 00/100 DOLLARS
 Citizens Bank
 WESTON, WEST VIRGINIA 26452
 FOR: [Signature]
 ⑆051501451⑆ ⑆014649⑆3⑆

AM: 14,500.00 CK: 9 DT: 02/14 SQ: 80101580 Paid



ARRA Bank Account Activity - Citizens Bank

FY2022	Date	Transaction	Additions	Subtractions	Ledger Balance
	8/19/2021	Opening Account Deposit	\$851,115.04		
	12/21/2021	Sanitary Board - Sludge Removal		\$350,000.00	
	2/23/2022	Additional Disbursement - Deposit	\$1,354.54		
	5/18/2022	North Central Roofing - Library Roof		\$25,000.00	
	6/30/2022	<i>FYE Totals</i>	\$852,469.58	\$375,000.00	\$477,469.58
FY2023	7/1/2022	Waste Management (Thyme Bistro Demo Tipping Fee)		\$52,128.79	
	7/1/2022	Triple H Enterprises (Thyme Bistro Demolition)		\$132,487.38	
	7/7/2022	FY2023 Deposit	\$852,469.58		\$1,145,322.99
	8/12/2022	BCR Contracting LLC (Library Parking Lot Retaining Wall)		\$24,000.00	
	10/19/2022	Standard Equipment (Street Sweeper)		\$108,250.00	
	10/3/2022	Kaige Roofing		\$40,000.00	
	11/10/2022	RavenRock (Camera Project)		\$16,640.00	
	12/8/2022	Parrotta Paving		\$200,000.00	
	1/4/2023	Advantage Technology		\$60,261.31	
	2/9/2023	Advantage Technology		\$12,373.75	
	2/10/2023	Kaige Roofing		\$14,500.00	
	2/10/2023	Advantage Technology		\$3,719.50	
	2/28/2023	<i>FYTD Totals</i>	\$852,469.58	\$664,360.73	\$665,578.43
ARRA Expenditures Committed					
FY 2023	Date	Transaction			
		Advantage Technology		\$3.01	
		RavenRock		\$31,500.00	
		Total Proposed Expenditures		\$ 31,503.01	
FY2023	2/28/2022	Balance of ARPA Funds at Citizens Bank			\$705,578.43
FY2023		ARRA Expenditures Not Yet Cleared			\$40,000.00
FY2023		ARRA Expenditures Committed			\$31,503.01
		Net Balance of ARPA Funds After Proposed Projects			\$634,075.42

- Possible Projects**
- Camera Project
 - Downtown Masterplan
 - Streetscape Lighting Project
 - CSO Monitoring
 - Land Reuse Project

CITY OF WESTON
Profit & Loss
July 2022 through March 2023

City of Weston
Expense Report
07/01/2022-3/31/2023

409.000 · MAYOR'S OFFICE	
409.103 · MAYOR'S OFFICE OFFICIALS SALARIE	4,000.00
409.104 · MAYOR'S OFFICE PAYROLL TAXES	306.00
Total 409.000 · MAYOR'S OFFICE	<u>4,306.00</u>
410.00 · CITY COUNCIL	
410.103 · CITY COUNCIL OFFICIAL'S SALARIES	6,400.00
410.104 · CITY COUNCIL PAYROLL TAXES	489.60
410.341 · CITY COUNCIL MATERIALS & SUPPLY	50.00
410.568 · CITY COUNCIL CONTRIBUTIONS	500.00
Total 410.00 · CITY COUNCIL	<u>7,439.60</u>
412.000 · CITY MANAGER	
412.103 · CITY MANAGER WAGES	43,572.32
412.104 · CITY MANAGER-PAYROLL TAXES	3,266.10
412.221 · CITY MANAGER TRAINING AND ED	300.00
412.341 · CITY MANAGER'S SUPPLIES & MATER	307.53
Total 412.000 · CITY MANAGER	<u>47,445.95</u>
413.237 · TREASURER'S FEES AND TAXES	-178.00
414.000 · FINANCE OFFICE	
414.103 · FINANCE OFFICE WAGES	69,211.16
414.104 · FINANCE DEPT PAYROLL TAXES	5,211.14
414.214 · FINANCE DEPT TRAVEL	30.00
414.218 · FINANCE DEPT / POSTAGE	1,243.01
414.220 · FINANCE LEGAL FEES AND ADVICE	55.00
414.221 · FINANCE DEPT / TRAINING AND ED.	300.00
414.223 · FINANCE DEPT. PROF. SERVICES	17,889.50
414.224 · FINANCE DEPT. AUDIT SERVICES	22,896.00
414.230 · FINANCE DEPT CONTRACT SERV	10,746.29
414.237 · FINANCE OTHER FEES & TAXES	850.99
414.341 · FINANCE DEPT / SUPPLIES	273.86
Total 414.000 · FINANCE OFFICE	<u>128,706.95</u>
415.000 · CITY CLERK'S OFFICE	
415.103 · CITY CLERK'S OFFICE - WAGES	28,830.62
415.104 · CITY CLERK'S OFFICE-PAYROLL TAX	2,164.38
415.106 · CITY CLERK'S OFFICE-RETIREMENT	0.00
415.218 · CITY CLERK'S POSTAGE	600.00
415.221 · CITY CLERK'S TRAINING & ED	300.00
415.222 · CITY CLERK'S DUES & SUBSCRIPTIO	32.08
415.341 · CITY CLERKS SUPPLIES & MATERIAL	471.49
Total 415.000 · CITY CLERK'S OFFICE	<u>32,398.57</u>
416.000 · POLICE JUDGE'S OFFICE	

CITY OF WESTON
Profit & Loss
 July 2022 through March 2023
City of Weston

416.103 · POLICE JUDGE'S OFFICAL'S SALARY	5,200.00
416.104 · POLICE JUDGE'S PAYROLL TAX	397.84
416.221 · POLICE JUDGE'S TRAINING & ED	150.00
Total 416.000 · POLICE JUDGE'S OFFICE	5,747.84
417.000 · CITY ATTORNEY'S OFFICE	
417.103 · CITY ATTORNEY SALARIES & WAGES	25,816.66
417.104 · CITY ATTORNEY PAYROLL TAXES	1,974.87
417.220 · CITY ATTORNEY LEGAL FEES ADVICE	525.00
417.221 · ATTORNEY TRAINING FEES	300.00
417.222 · CITY ATTORNEY DUES AND SUBSCRIP	1,008.00
417.223 · CITY ATTORNEY PROFESSION SERVIC	9,526.66
417.341 · CITY ATTORNEY / SUPPLIES	1,432.99
Total 417.000 · CITY ATTORNEY'S OFFICE	40,584.18
435.000 · REGIONAL DEVELOPMENT AUTHORITY	
435.222 · REGIONAL DEV AUTHORITY-DUES&SUB	4,545.00
Total 435.000 · REGIONAL DEVELOPMENT AUTHORITY	4,545.00
436.000 · BUILDING AND CODE	
436.103 · CODE ENFORCEMENT WAGES	25,793.52
436.104 · CODE ENFORCEMENT-PAYROLL TAX	1,937.27
436.214 · CODE ENFORCEMNT TRAVEL	157.46
436.217 · CODE ENFORMENT VEHICLE MAINT	58.22
436.220 · CODE ENFORCEMENT LEGAL ADS	4,386.53
436.221 · CODE ENFORCEMENT TRAINING & ED	665.46
436.222 · CODE ENFORCEMENT / DUES & SUB	175.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC	
436.600 · CODE ENFORCEMENT TREE REMOVAL	13,350.00
436.601 · CODE ENFORCEMENT DEMOLITION SER	2,955.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC - Other	11,802.00
Total 436.230 · CODE ENFORCEMEMENT CONTRACT SVC	28,107.00
436.341 · CODE ENFORCEMENT SUPPLIES	395.56
436.343 · CODE ENFORCEMENT FUEL	687.67
436.345 · CODE ENFORCEMENT / UNIFORMS	71.99
Total 436.000 · BUILDING AND CODE	62,435.68
437.000 · CITY HALL PLANNING AND ZONING	
437.223 · PLAN & ZONE - PROF SERV	11.74
Total 437.000 · CITY HALL PLANNING AND ZONING	11.74
440.000 · CITY HALL	
440.105 · CITY HALL CONTRIBUTION INSURANC	125,295.80
440.106 · CITY HALL / CPRB CONTRIBUTIONS	76,691.51
440.109 · CITY HALL EYE AND DENTAL INSUR	4,221.28
440.112 · CITY HALL WORKERS COMP	78,999.90
440.113 · CITY HALL / EYE & DENTAL INS	5,527.14
440.114 · COMMERCIAL LIABILITY INS	213.16

CITY OF WESTON
Profit & Loss
 July 2022 through March 2023
City of Weston

440.115 · CITY HALL / COLONIAL INS	3,167.44
440.116 · CITY HALL / WVML UNEMPLOYMENT	3,593.13
440.211 · CITY HALL TELEPHONE	4,027.15
440.212 · CITY HALL WIRELESS PHONE	233.97
440.213 · CITY HALL UTILITIES	
440.250 · CITY HALL GAS UTILITY	2,260.64
440.251 · CITY HALL WATER	944.13
440.253 · CITY HALL ELECTRIC	3,891.00
Total 440.213 · CITY HALL UTILITIES	<u>7,095.77</u>
440.215 · CITY HALL M & R BLDGS & GROUNDS	6,867.86
440.218 · CITY HALL POSTAGE	7.38
440.220 · CITY HALL - ADVERTISING	2,198.13
440.221 · CITY HALL TRAINING / TUITION	841.94
440.222 · CITY HALL DUES & SUBS	1,061.15
440.223 · CITY HALL-CONTRACTED SERVICES	209.56
440.226 · CITY HALL INSURANCE LIABILITY	1,500.00
440.229 · CITY HALL COMPUTER SER & SOFTWA	38,705.76
440.230 · CITY HALL CONTRACTED SERVICES	5,290.06
440.232 · CITY HALL BANK CHARGES	5,071.25
440.236 · CITY H ALL PROPERTY TAXES	889.55
440.252 · CITY HALL SANITARY SEWAGE	352.36
440.341 · CITY HALL SUPPLIES & MATERIALS	5,978.54
Total 440.000 · CITY HALL	<u>378,039.79</u>
700.000 · POLICE DEPARTMENT	
700.103 · POLICE SALARIES & WAGES	200,758.71
700.104 · POLICE PAYROLL TAXES	10,061.60
700.210 · POLICE MEDICAL WELLNESS BILLS	209.00
700.211 · POLICE TELEPHONE	4,745.25
700.214 · POLICE TRAVEL	48.59
700.216 · POLICE M & R EQUIPMENT	1,448.22
700.217 · POLICE M & R AUTOS/TRUCKS	13,570.43
700.218 · POLICE POSTAGE	18.05
700.220 · POLICE - ADVERTISING	330.00
700.221 · POLICE TRAINING & EDUCATION	170.60
700.223 · POLICE PROFESSIONAL SERVICES	126.53
700.229 · POLICE COURT COST & DAMAGES	50.00
700.230 · POLICE CONTRACTED SERVICES	1,270.00
700.323 · POLICE / COMPUTER SOFTWARE	2,500.00
700.341 · POLICE SUPPLIES & MATERIALS	2,693.08
700.343 · POLICE FUEL, OIL & TIRES	9,306.45
700.345 · POLICE UNIFORMS	3,145.08
700.459 · POLICE CAPITAL OUTLAY	10,980.56
Total 700.000 · POLICE DEPARTMENT	<u>261,432.15</u>

CITY OF WESTON
Profit & Loss
July 2022 through March 2023
City of Weston

706.000 · FIRE DEPARTMENT	
706.103 · FIRE DEPT SALARIES & WAGES	134,040.06
706.104 · FIRE DEPT PAYROLL TAXES	5,029.95
706.114 · FIRE DEPARTMENT VFD INSURANCE	25,548.02
706.211 · FIRE DEPT TELEPHONE	2,477.85
706.213 · FIRE DEPT UTILITIES ELECTRIC	4,717.41
706.215 · FIRE DEPT / BUILDING MAINT.	6.88
706.216 · FIRE DEPT EQUIP MAINT	3,154.39
706.217 · FD VEHICLE MAINTENANCE	1,585.48
706.223 · F D PROFESSIONAL SERVICES	1,183.00
706.250 · FIRE DEPT GAS UTILITY	4,047.54
706.251 · FIRE DEPT WATER	667.62
706.252 · FIRE DEPT SANITARY SEWAGE	302.72
706.341 · FD MATERIAL & SUPPLIES	52.93
706.343 · FIRE DEPT GAS & OIL	2,176.62
706.345 · FIRE DEPT UNIFORMS	57.59
706.458 · FD CAPITAL OUTLAY OTHER IMP	28,862.97
706.459 · FD CAPITAL OUTLAY AUTO/EQUIP	42,765.12
Total 706.000 · FIRE DEPARTMENT	256,676.15
711.000 · COMM. CNTR/CNTRL DISPATCH	
711.230 · COMM. CENTER 911 CONTRACTED SER	26,400.00
Total 711.000 · COMM. CNTR/CNTRL DISPATCH	26,400.00
715.000 · FIRE HYDRANTS	
715.251 · FIRE HYDRANT WATER UTILITY	4,577.62
Total 715.000 · FIRE HYDRANTS	4,577.62
750.000 · STREET DEPARTMENT	
750.103 · STREETS & HWY SALARIES & WAGES	172,024.15
750.104 · STREETS & HWY PAYROLL TAX	12,865.59
750.213 · STREETS & HWY UTILITIES	
750.250 · STREET DEPT GAS UTILITY	7,423.16
750.251 · STREET DEPT WATER	489.27
750.252 · STREET DEPT SANITARY SEWAGE	415.91
750.253 · STREET DEPT / ELECTRIC	1,765.61
Total 750.213 · STREETS & HWY UTILITIES	10,093.95
750.214 · STREET DEPT TRAVEL	1,317.81
750.215 · STREETS & HWY BLDG & GROUNDS	1,022.57
750.216 · STREETS & HWY M & R EQUIPMENT	11,821.51
750.217 · STREETS & HWY M & R AUTOS & TRU	16,122.52
750.219 · STREETS & HWY BLDG & EQUIP RENT	4,745.75
750.223 · STREETS & HWY PROFESSIONAL FEES	1,032.73
750.226 · STREETS & HWY INSURANCE & BOND	250.00
750.230 · STREETS & HWY CONTRACTED SERVIC	
750.231 · STREETS & HWY TREE REMOVAL	1,765.00

CITY OF WESTON
Profit & Loss
July 2022 through March 2023
City of Weston

750.232 · STREET DEPT CHRISTMAS LIGHTS	2,201.68
750.230 · STREETS & HWY CONTRACTED SERVIC - Other	3,534.67
Total 750.230 · STREETS & HWY CONTRACTED SERVIC	<u>7,501.35</u>
750.341 · STREETS & HWY SUPPLIES & MAT	
750.600 · STREET DEPT HOT MIX ASPHALT	16,668.03
750.601 · STREET DEPT STONE	3,712.27
750.615 · STREET DEPT DISPOSAL	36.67
750.620 · STREET DEPT STREET SIGNS	382.90
750.341 · STREETS & HWY SUPPLIES & MAT - Other	3,099.12
Total 750.341 · STREETS & HWY SUPPLIES & MAT	<u>23,898.99</u>
750.343 · STREETS & HWY FUEL, OIL & TIRES	14,260.21
750.345 · STREET DEPT UNIFORMS	1,404.72
750.457 · CAPITAL OUTLAY-BUILDINGS	2,123.54
750.459 · STREETS & HWY CAPITAL OUTLAY	25,000.00
Total 750.000 · STREET DEPARTMENT	<u>305,485.39</u>
751.000 · STREET LIGHTS	
751.213 · STREET LIGHTS UTILITIES	49,164.61
751.216 · STREET LIGHTS MAINTENANCE/UPDAT	1,479.00
Total 751.000 · STREET LIGHTS	<u>50,643.61</u>
752.000 · SIGNS AND SIGNALS	
752.213 · SIGNS & SIGNALS UTILITIES	2,243.93
752.341 · SIGNS & SIGNALS SUPPLIES & MAT	839.34
Total 752.000 · SIGNS AND SIGNALS	<u>3,083.27</u>
753.000 · STREETS SNOW REMOVAL	
753.341 · SNOW REMOVAL SUPPLIES	5,514.59
Total 753.000 · STREETS SNOW REMOVAL	<u>5,514.59</u>
755.000 · STREET CONSTRUCTION	
755.230 · Street Const-Contracted Svcs	306,187.74
755.341 · STREET CONST. SUPPLIES	2,963.16
Total 755.000 · STREET CONSTRUCTION	<u>309,150.90</u>
756.000 · STREET CLEANING	
756.230 · ST. CLEANING CONTRACT SVCS	10,450.00
756.341 · ST. CLEANING SUPPLIES	199.56
Total 756.000 · STREET CLEANING	<u>10,649.56</u>
757.000 · SIDEWALKS	
757.341 · SIDEWALKS / SUPPLIES	4,678.98
Total 757.000 · SIDEWALKS	<u>4,678.98</u>
805.000 · STORMSEWER	
Total Expense 805.341 · STORM SEWER / SUPPLIES	<u>22,632.01</u>
805.459 · STORM SEWER / EQUIP. CAPITAL	25,000.00
Total 805.000 · STORMSEWER	<u>47,632.01</u>
900 · .219 BUILDING/ ICE SKATING RINK	42.89
900.000 · Parks and Recreation	

CITY OF WESTON
Profit & Loss
 July 2022 through March 2023
City of Weston

900.230 · RECREATION CONTRACTED SERVICES	
900.630 · RECREATION MOWING SERVICES	4,850.00
900.230 · RECREATION CONTRACTED SERVICES - Other	520.00
Total 900.230 · RECREATION CONTRACTED SERVICES	5,370.00
900.341 · RECREATION SUPPLIES	470.32
900.000 · Parks and Recreation - Other	6,744.00
Total 900.000 · Parks and Recreation	12,584.32
911.000 · HISTORIC LANDMARKS COMMISSION	
911.230 · HISTORICAL COMM. CON. SERVICES	3,000.00
911.000 · HISTORIC LANDMARKS COMMISSION - Other	19.50
Total 911.000 · HISTORIC LANDMARKS COMMISSION	3,019.50
950.000 · BEAUTIFICATION	
950.341 · BEAUTIFICATION-SUPPLIES	4,561.99
Total 950.000 · BEAUTIFICATION	4,561.99
952.000 · CEMETERIES	
952.103 · CEMETARY / SALARIES	1,600.00
952.104 · CEMETARY / PAYROLL TAXES	122.40
952.230 · CEMETERIES CONTRACTED SERVICES	5,400.00
Total 952.000 · CEMETERIES	7,122.40
977.000 · STREET DEPT-S/T CAP IMPROVEMENT	125,603.66
977.223 · STR/TRANSP CAP PROJ PROF SERV	13.50
979.000 · CULTURE & REC	
979.460 · CULTURE&REC GRANT MATCHES	140.66
979.000 · CULTURE & REC - Other	275.08
Total 979.000 · CULTURE & REC	415.74
	2,150,771.53



New ONE for March 2023

**City of Weston
Gross Revenue by Source, Month-to-Month Comparison
Fiscal Year 2023**

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	YTD Total
Municipal Fees	\$ 8,180.62	\$ 12,285.00	\$ 8,000.50				\$ 280,276.28
B&O	\$ 76,561.92	\$ 70,769.95	\$ 5,977.45				\$ 512,583.77
Business License	\$ 341.25	\$ 603.38	\$ 284.61				\$ 13,065.14
Permits	\$ 705.00	\$ 784.50	\$ 920.00				\$ 6,118.00
Excise Tax	\$ 37,170.75	\$ 14,211.71	\$ 13,668.34				\$ 6,118.00
Reimbursement	\$ 711.10	\$ 2,351.89	\$ 261.40				\$ 136,385.48
Franchise Tax	\$ 2,686.65	\$ 3,132.71	\$ 2,828.33				\$ 48,669.08
Property Tax	\$ 14,394.76	\$ 7,490.58	\$ 48,569.11				\$ 24,057.58
Police	\$ 934.00	\$ 1,991.00	\$ 2,936.00				\$ 310,085.26
Animal Tax	\$ -	\$ 2.70	\$ 13.50				\$ 11,625.62
Paid Parking	\$ 140.00	\$ 70.00	\$ -				\$ 577.72
Money from Jerry Stout	\$ -	\$ -	\$ 273.00				\$ 1,550.00
Donation	\$ 150.00	\$ -	\$ -				\$ 642.00
Property Registration	\$ 194.00	\$ 3,300.00	\$ 1,350.00				\$ 968.00
Total Gross Revenue	\$ 142,170.05	\$ 116,993.42	\$ 85,082.24	\$ -	\$ -	\$ -	\$ 1,357,572.93

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD Total
Municipal Fees	\$ 163,604.50	\$ 48,019.00	\$ 10,296.25	\$ 13,901.47	\$ 8,973.00	\$ 7,015.94	\$ 280,276.28
B&O	\$ 104,930.11	\$ 78,219.63	\$ 2,698.26	\$ 119,449.09	\$ 44,895.30	\$ 9,082.06	\$ 512,583.77
Business License	\$ 5,927.50	\$ 3,675.90	\$ 515.00	\$ 465.00	\$ 475.00	\$ 777.50	\$ 13,065.14
Permits	\$ 562.50	\$ 682.50	\$ 440.00	\$ 1,316.00	\$ 487.50	\$ 220.00	\$ 6,118.00
Excise Tax	\$ 11,465.61	\$ 12,785.96	\$ 11,848.66	\$ 13,842.72	\$ 11,678.31	\$ 9,713.42	\$ 6,118.00
Reimbursement	\$ 1,214.17	\$ 4,672.48	\$ 20,496.29	\$ 4,759.16	\$ 13,595.51	\$ 607.08	\$ 136,385.48
Franchise Tax	\$ 3,213.32	\$ 250.00	\$ 2,866.98	\$ 3,078.38	\$ 3,026.95	\$ 2,974.26	\$ 48,669.08
Property Tax	\$ 3,481.81	\$ 36,463.09	\$ 142,896.26	\$ 36,189.98	\$ 15,278.13	\$ 5,321.54	\$ 24,057.58
Police	\$ 533.00	\$ 1,095.00	\$ 1,424.62	\$ 1,696.00	\$ 501.00	\$ 515.00	\$ 310,085.26
Animal Tax	\$ 5.52	\$ 70.00	\$ 216.00	\$ 189.00	\$ 48.60	\$ 32.40	\$ 11,625.62
Paid Parking	\$ 1,200.00	\$ -	\$ 70.00	\$ 70.00	\$ -	\$ -	\$ 577.72
Money from Jerry Stout	\$ 311.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550.00
Donation	\$ 818.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 642.00
Property Registration	\$ -	\$ -	\$ 1,375.00	\$ 3,750.00	\$ 750.00	\$ 250.00	\$ 968.00
Total Gross Revenue	\$ 297,267.44	\$ 185,933.56	\$ 195,143.32	\$ 198,706.80	\$ 99,709.30	\$ 36,566.80	\$ 1,357,572.93

*These are updated numbers as of 3/31/2023, which replace the prior report.
\$2575.00 was brought in through Hometown Heroes banners
\$600.00 was brought in for the Weston Entry Billboard.
A \$1,000 donation was recorded for the HLC

Western, The Q of West Virginia

102 W. Second Street
Weston, WV 26452

P 304 269 6141
F 304 269 7842

Kim Harrison
Mayor

ARPA Bank Account Activity - Citizens Bank

Date	Transaction	Additions	Subtractions	Ledger Balance
FY2022	8/19/2021 Opening Account Deposit	\$851,115.04		
	12/21/2021 Sanitary Board - Sludge Removal		\$350,000.00	
	2/23/2022 Additional Disbursement - Deposit	\$1,354.54		
	5/18/2022 North Central Roofing - Library Roof		\$25,000.00	
	6/30/2022 <i>FYE Totals</i>	\$852,469.58	\$375,000.00	\$477,469.58
FY2023	7/1/2022 Waste Management (Thyme Bistro Demo Tipping Fee)		\$52,128.79	
	7/1/2022 Triple H Enterprises (Thyme Bistro Demolition)		\$132,487.38	
	7/7/2022 FY2023 Deposit	\$852,469.58		\$1,145,322.99
	8/12/2022 BCR Contracting LLC (Library Parking Lot Retaining Wall)		\$24,000.00	
	10/19/2022 Standard Equipmentment (Street Sweeper)		\$108,250.00	
	10/3/2022 Kaige Roofing		\$40,000.00	
	11/10/2022 RavenRock (Camera Project)		\$16,640.00	
	12/8/2022 Parrotta Paving		\$200,000.00	
	1/4/2023 Advantage Technonology		\$60,261.31	
	2/9/2023 Advantage Technonology		\$12,373.75	
	2/10/2023 Kaige Roofing		\$14,500.00	
	2/10/2023 Advantage Technonology		\$3,719.50	
	2/28/2023 <i>FYTD Totals</i>	\$852,469.58	\$664,360.73	\$665,578.43

ARPA Expenditures Committed

Date	Transaction	Subtractions	Ledger Balance
FY 2023	Advantage Technology	\$3.01	
	RavenRock	\$31,500.00	
	Total Proposed Expenditures	\$ 31,503.01	
FY2022	Balance of ARPA Funds at Citizens Bank		\$705,578.43
FY2023	ARPA Expenditures Not Yet Cleared		\$40,000.00
FY2023	ARPA Expenditures Committed		\$31,503.01
	Net Balance of ARPA Funds After Proposed Projects		\$634,075.42

Possible Projects

- Camera Project
- Downtown Masterplan
- Streetscape Lighting Project
- CSO Monitoring
- Land Reuse Project

DUE TO RECENT PHONE CALLS IN OUR AREA, CITIZENS BANK WOULD LIKE TO REMIND OUR CUSTOMERS THAT WE DO NOT REQUEST ANY PERSONAL INFORMATION VIA PHONE, TEXT, EMAIL OR INTERNET WEBSITE. PLEASE PROTECT YOURSELF FROM IDENTITY THEFT.

This Statement Cycle Reflects 28 Days

Beginning Ledger Balance on 01/31/23 was 736,171.67

Date	Balance	Date	Balance
02/14/23	721,671.67	02/17/23	705,578.42
			Balance

DAILY BALANCE SUMMARY

Date	Check #	Amount	Check #	Amount
02/17/23		3,719.50	02/17/23	12,373.75
				02/14/23
				9
				14,500.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Category	Balance Forward From 01/31/23	Debits	Ending Balance On 02/28/23	Average Balance (Ledger)
	736,171.67	30,593.25	705,578.42	721,506.70+
		Number		
		3		

CHECKING ACCOUNT SUMMARY

Type: REG Status: Active

Statement Date: 02/28/2023 Account No.: 46493 Page: 1

CITY OF WESTON
(TITLED 73 AMERICAN RESCUE PLAN)
102 W. SECOND STREET
WESTON WV 26452



FINANCIAL SERVICES STATEMENT



Jane Lew Branch
Mon.-Fri. 8:30-5:30
Sat. 8:30-12:00 Noon
(304) 884-7825
Main Bank
P.O. Box 310 • Weston, WV 26452
Mon.-Thurs. 8:30-3:00, Fri. 8:30-5:30
(304) 269-2862



AM: 14,500.00 CK: 9 DT: 02/14 SQ: 80101580 Paid

CITIZENS BANK 100 N. SECOND STREET WESTON, NY 14583	
FOR	10515014510 DOLLARS
PAID TO	100 DOLLARS
DATE	02/13/2023
AMOUNT	\$ 14,500.00
ACCOUNT NO.	102 N. SECOND STREET
CITY OF WESTON	STATE OF NEW YORK
NAME: <i>Thomas J. Fogarty</i>	

AM: 3,719.50 CK: DT: 02/17 SQ: 80002750 Paid

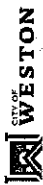
CITIZENS BANK 100 N. SECOND STREET WESTON, NY 14583	
FOR	10515014510 DOLLARS
PAID TO	100 DOLLARS
DATE	02/17/2023
AMOUNT	\$ 3,719.50
ACCOUNT NO.	102 N. SECOND STREET
CITY OF WESTON	STATE OF NEW YORK
NAME: <i>Thomas J. Fogarty</i>	

AM: 12,373.75 CK: DT: 02/17 SQ: 80002640 Paid

CITIZENS BANK 100 N. SECOND STREET WESTON, NY 14583	
FOR	10515014510 DOLLARS
PAID TO	100 DOLLARS
DATE	02/17/2023
AMOUNT	\$ 12,373.75
ACCOUNT NO.	102 N. SECOND STREET
CITY OF WESTON	STATE OF NEW YORK
NAME: <i>Thomas J. Fogarty</i>	

IMAGE STATEMENT





**City of Weston
Gross Revenue by Source, Month-to-Month Comparison
Fiscal Year 2023**

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
Municipal Fees	\$ 163,604.50	\$ 48,019.00	\$ 10,296.25	\$ 13,901.47	\$ 8,973.00	\$ 7,015.94
B&O	\$ 104,930.11	\$ 78,219.63	\$ 2,698.26	\$ 119,449.09	\$ 44,895.30	\$ 9,082.06
Business License	\$ 5,927.50	\$ 3,675.90	\$ 515.00	\$ 465.00	\$ 475.00	\$ 777.50
Permits	\$ 562.50	\$ 682.50	\$ 440.00	\$ 1,316.00	\$ 487.50	\$ 220.00
Excise Tax	\$ 11,465.61	\$ 12,785.96	\$ 11,848.66	\$ 13,842.72	\$ 11,678.31	\$ 9,713.42
Reimbursement	\$ 1,214.17	\$ 4,672.48	\$ 20,496.29	\$ 4,759.16	\$ 13,595.51	\$ 607.08
Franchise Tax	\$ 3,213.32	\$ 250.00	\$ 2,866.98	\$ 3,078.38	\$ 3,026.95	\$ 2,974.26
Property Tax	\$ 3,481.81	\$ 36,463.09	\$ 142,896.26	\$ 36,189.98	\$ 15,278.13	\$ 5,321.54
Police	\$ 533.00	\$ 1,095.00	\$ 1,424.62	\$ 1,696.00	\$ 501.00	\$ 515.00
Animal Tax	\$ 5.52	\$ 70.00	\$ 216.00	\$ 189.00	\$ 48.60	\$ 32.40
Paid Parking	\$ 1,200.00	\$ -	\$ 70.00	\$ 70.00	\$ -	\$ -
Money from Jerry Stout	\$ 311.40	\$ -	\$ -	\$ -	\$ -	\$ 57.60
Donation	\$ 818.00	\$ -	\$ -	\$ -	\$ -	\$ -
Property Registration	\$ -	\$ -	\$ 1,375.00	\$ 3,750.00	\$ 750.00	\$ 250.00
Total Gross Revenue	\$ 297,267.44	\$ 185,933.56	\$ 195,143.32	\$ 198,706.80	\$ 99,709.30	\$ 36,566.80

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	YTD Total
Municipal Fees	\$ 8,180.62	\$ 12,285.00	\$ 8,000.50				\$ 280,276.28
B&O	\$ 76,561.92	\$ 70,769.95	\$ 3,401.10				\$ 510,007.42
Business License	\$ 341.25	\$ 603.38	\$ 254.61				\$ 13,035.14
Permits	\$ 705.00	\$ 784.50	\$ 755.00				\$ 5,953.00
Excise Tax	\$ 37,170.75	\$ 14,211.71	\$ 13,668.34				\$ 136,385.48
Reimbursement	\$ 711.10	\$ 2,351.89	\$ 261.40				\$ 48,669.08
Franchise Tax	\$ 2,686.65	\$ 3,132.71	\$ 2,828.33				\$ 24,057.58
Property Tax	\$ 14,394.76	\$ 7,490.58	\$ 48,569.11				\$ 310,085.26
Police	\$ 934.00	\$ 1,991.00	\$ 2,916.00				\$ 11,605.62
Animal Tax	\$ -	\$ 2.70	\$ 13.50				\$ 577.72
Paid Parking	\$ 140.00	\$ 70.00	\$ -				\$ 1,550.00
Money from Jerry Stout	\$ -	\$ -	\$ 273.00				\$ 642.00
Donation	\$ 150.00	\$ -	\$ -				\$ 968.00
Property Registration	\$ 194.00	\$ 3,300.00	\$ 850.00				\$ 10,469.00
Total Gross Revenue	\$ 142,170.05	\$ 116,993.42	\$ 81,790.89	\$ -	\$ -	\$ -	\$ 1,354,281.58

*March 2023 numbers are as of 3/30/2023.
Additionally, \$2525.00 was brought in through Hometown Heroes banners and \$400.00 was brought in for the Weston Entry Billboard signs in March 2023

Weston, the Heart of West Virginia
102 W. Second Street
Weston, WV 26452
P 304.269.6141
F 304.269.7842
Kim Harrison
Mayor

CITY OF WESTON
Profit & Loss
July 2022 through March 2023

City of Weston
Expense Report
07/01/2022-3/31/2023

409.000 · MAYOR'S OFFICE	
409.103 · MAYOR'S OFFICE OFFICIALS SALARIE	4,000.00
409.104 · MAYOR'S OFFICE PAYROLL TAXES	306.00
Total 409.000 · MAYOR'S OFFICE	4,306.00
410.00 · CITY COUNCIL	
410.103 · CITY COUNCIL OFFICIAL'S SALARIES	6,400.00
410.104 · CITY COUNCIL PAYROLL TAXES	489.60
410.341 · CITY COUNCIL MATERIALS & SUPPLY	50.00
410.568 · CITY COUNCIL CONTRIBUTIONS	500.00
Total 410.00 · CITY COUNCIL	7,439.60
412.000 · CITY MANAGER	
412.103 · CITY MANAGER WAGES	43,572.32
412.104 · CITY MANAGER-PAYROLL TAXES	3,266.10
412.221 · CITY MANAGER TRAINING AND ED	300.00
412.341 · CITY MANAGER'S SUPPLIES & MATER	307.53
Total 412.000 · CITY MANAGER	47,445.95
413.237 · TREASURER'S FEES AND TAXES	-178.00
414.000 · FINANCE OFFICE	
414.103 · FINANCE OFFICE WAGES	69,211.16
414.104 · FINANCE DEPT PAYROLL TAXES	5,211.14
414.214 · FINANCE DEPT TRAVEL	30.00
414.218 · FINANCE DEPT / POSTAGE	1,243.01
414.220 · FINANCE LEGAL FEES AND ADVICE	55.00
414.221 · FINANCE DEPT / TRAINING AND ED.	300.00
414.223 · FINANCE DEPT. PROF. SERVICES	17,889.50
414.224 · FINANCE DEPT. AUDIT SERVICES	22,896.00
414.230 · FINANCE DEPT CONTRACT SERV	10,746.29
414.237 · FINANCE OTHER FEES & TAXES	850.99
414.341 · FINANCE DEPT / SUPPLIES	273.86
Total 414.000 · FINANCE OFFICE	128,706.95
415.000 · CITY CLERK'S OFFICE	
415.103 · CITY CLERK'S OFFICE - WAGES	28,830.62
415.104 · CITY CLERK'S OFFICE-PAYROLL TAX	2,164.38
415.106 · CITY CLERK'S OFFICE-RETIREMENT	0.00
415.218 · CITY CLERK'S POSTAGE	600.00
415.221 · CITY CLERK'S TRAINING & ED	300.00
415.222 · CITY CLERK'S DUES & SUBSCRIPTIO	32.08
415.341 · CITY CLERKS SUPPLIES & MATERIAL	471.49
Total 415.000 · CITY CLERK'S OFFICE	32,398.57
416.000 · POLICE JUDGE'S OFFICE	

CITY OF WESTON
Profit & Loss
July 2022 through March 2023
City of Weston

416.103 · POLICE JUDGE'S OFFICAL'S SALARY	5,200.00
416.104 · POLICE JUDGE'S PAYROLL TAX	397.84
416.221 · POLICE JUDGE'S TRAINING & ED	150.00
Total 416.000 · POLICE JUDGE'S OFFICE	5,747.84
417.000 · CITY ATTORNEY'S OFFICE	
417.103 · CITY ATTORNEY SALARIES & WAGES	25,816.66
417.104 · CITY ATTORNEY PAYROLL TAXES	1,974.87
417.220 · CITY ATTORNEY LEGAL FEES ADVICE	525.00
417.221 · ATTORNEY TRAINING FEES	300.00
417.222 · CITY ATTORNEY DUES AND SUBSCRIP	1,008.00
417.223 · CITY ATTORNEY PROFESSION SERVIC	9,526.66
417.341 · CITY ATTORNEY / SUPPLIES	1,432.99
Total 417.000 · CITY ATTORNEY'S OFFICE	40,584.18
435.000 · REGIONAL DEVELOPMENT AUTHORITY	
435.222 · REGIONAL DEV AUTHORITY-DUES&SUB	4,545.00
Total 435.000 · REGIONAL DEVELOPMENT AUTHORITY	4,545.00
436.000 · BUILDING AND CODE	
436.103 · CODE ENFORCEMENT WAGES	25,793.52
436.104 · CODE ENFORCEMENT-PAYROLL TAX	1,937.27
436.214 · CODE ENFORCEMNT TRAVEL	157.46
436.217 · CODE ENFORMENT VEHICLE MAINT	58.22
436.220 · CODE ENFORCEMENT LEGAL ADS	4,386.53
436.221 · CODE ENFORCEMENT TRAINING & ED	665.46
436.222 · CODE ENFORCEMENT / DUES & SUB	175.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC	
436.600 · CODE ENFORCEMENT TREE REMOVAL	13,350.00
436.601 · CODE ENFORCEMENT DEMOLITION SER	2,955.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC - Other	11,802.00
Total 436.230 · CODE ENFORCEMEMENT CONTRACT SVC	28,107.00
436.341 · CODE ENFORCEMENT SUPPLIES	395.56
436.343 · CODE ENFORCEMENT FUEL	687.67
436.345 · CODE ENFORCEMENT / UNIFORMS	71.99
Total 436.000 · BUILDING AND CODE	62,435.68
437.000 · CITY HALL PLANNING AND ZONING	
437.223 · PLAN & ZONE - PROF SERV	11.74
Total 437.000 · CITY HALL PLANNING AND ZONING	11.74
440.000 · CITY HALL	
440.105 · CITY HALL CONTRIBUTION INSURANC	125,295.80
440.106 · CITY HALL / CPRB CONTRIBUTIONS	76,691.51
440.109 · CITY HALL EYE AND DENTAL INSUR	4,221.28
440.112 · CITY HALL WORKERS COMP	78,999.90
440.113 · CITY HALL / EYE & DENTAL INS	5,527.14
440.114 · COMMERCIAL LIABILITY INS	213.16

CITY OF WESTON
Profit & Loss
July 2022 through March 2023
City of Weston

440.115 · CITY HALL / COLONIAL INS	3,167.44
440.116 · CITY HALL / WVML UNEMPLOYMENT	3,593.13
440.211 · CITY HALL TELEPHONE	4,027.15
440.212 · CITY HALL WIRELESS PHONE	233.97
440.213 · CITY HALL UTILITIES	
440.250 · CITY HALL GAS UTILITY	2,260.64
440.251 · CITY HALL WATER	944.13
440.253 · CITY HALL ELECTRIC	3,891.00
Total 440.213 · CITY HALL UTILITIES	7,095.77
440.215 · CITY HALL M & R BLDGS & GROUNDS	6,867.86
440.218 · CITY HALL POSTAGE	7.38
440.220 · CITY HALL - ADVERTISING	2,198.13
440.221 · CITY HALL TRAINING / TUITION	841.94
440.222 · CITY HALL DUES & SUBS	1,061.15
440.223 · CITY HALL-CONTRACTED SERVICES	209.56
440.226 · CITY HALL INSURANCE LIABILITY	1,500.00
440.229 · CITY HALL COMPUTER SER & SOFTWA	38,705.76
440.230 · CITY HALL CONTRACTED SERVICES	5,290.06
440.232 · CITY HALL BANK CHARGES	5,071.25
440.236 · CITY HALL PROPERTY TAXES	889.55
440.252 · CITY HALL SANITARY SEWAGE	352.36
440.341 · CITY HALL SUPPLIES & MATERIALS	5,978.54
Total 440.000 · CITY HALL	378,039.79
700.000 · POLICE DEPARTMENT	
700.103 · POLICE SALARIES & WAGES	200,758.71
700.104 · POLICE PAYROLL TAXES	10,061.60
700.210 · POLICE MEDICAL WELLNESS BILLS	209.00
700.211 · POLICE TELEPHONE	4,745.25
700.214 · POLICE TRAVEL	48.59
700.216 · POLICE M & R EQUIPMENT	1,448.22
700.217 · POLICE M & R AUTOS/TRUCKS	13,570.43
700.218 · POLICE POSTAGE	18.05
700.220 · POLICE - ADVERTISING	330.00
700.221 · POLICE TRAINING & EDUCATION	170.60
700.223 · POLICE PROFESSIONAL SERVICES	126.53
700.229 · POLICE COURT COST & DAMAGES	50.00
700.230 · POLICE CONTRACTED SERVICES	1,270.00
700.323 · POLICE / COMPUTER SOFTWARE	2,500.00
700.341 · POLICE SUPPLIES & MATERIALS	2,693.08
700.343 · POLICE FUEL, OIL & TIRES	9,306.45
700.345 · POLICE UNIFORMS	3,145.08
700.459 · POLICE CAPITAL OUTLAY	10,980.56
Total 700.000 · POLICE DEPARTMENT	261,432.15

CITY OF WESTON
Profit & Loss
July 2022 through March 2023
City of Weston

706.000 · FIRE DEPARTMENT	
706.103 · FIRE DEPT SALARIES & WAGES	134,040.06
706.104 · FIRE DEPT PAYROLL TAXES	5,029.95
706.114 · FIRE DEPARTMENT VFD INSURANCE	25,548.02
706.211 · FIRE DEPT TELEPHONE	2,477.85
706.213 · FIRE DEPT UTILITIES ELECTRIC	4,717.41
706.215 · FIRE DEPT / BUILDING MAINT.	6.88
706.216 · FIRE DEPT EQUIP MAINT	3,154.39
706.217 · FD VEHICLE MAINTENANCE	1,585.48
706.223 · F D PROFESSIONAL SERVICES	1,183.00
706.250 · FIRE DEPT GAS UTILITY	4,047.54
706.251 · FIRE DEPT WATER	667.62
706.252 · FIRE DEPT SANITARY SEWAGE	302.72
706.341 · FD MATERIAL & SUPPLIES	52.93
706.343 · FIRE DEPT GAS & OIL	2,176.62
706.345 · FIRE DEPT UNIFORMS	57.59
706.458 · FD CAPITAL OUTLAY OTHER IMP	28,862.97
706.459 · FD CAPITAL OUTLAY AUTO/EQUIP	42,765.12
Total 706.000 · FIRE DEPARTMENT	256,676.15
711.000 · COMM. CNTR/CNTRL DISPATCH	
711.230 · COMM. CENTER 911 CONTRACTED SER	26,400.00
Total 711.000 · COMM. CNTR/CNTRL DISPATCH	26,400.00
715.000 · FIRE HYDRANTS	
715.251 · FIRE HYDRANT WATER UTILITY	4,577.62
Total 715.000 · FIRE HYDRANTS	4,577.62
750.000 · STREET DEPARTMENT	
750.103 · STREETS & HWY SALARIES & WAGES	172,024.15
750.104 · STREETS & HWY PAYROLL TAX	12,865.59
750.213 · STREETS & HWY UTILITIES	
750.250 · STREET DEPT GAS UTILITY	7,423.16
750.251 · STREET DEPT WATER	489.27
750.252 · STREET DEPT SANITARY SEWAGE	415.91
750.253 · STREET DEPT / ELECTRIC	1,765.61
Total 750.213 · STREETS & HWY UTILITIES	10,093.95
750.214 · STREET DEPT TRAVEL	1,317.81
750.215 · STREETS & HWY BLDG & GROUNDS	1,022.57
750.216 · STREETS & HWY M & R EQUIPMENT	11,821.51
750.217 · STREETS & HWY M & R AUTOS & TRU	16,122.52
750.219 · STREETS & HWY BLDG & EQUIP RENT	4,745.75
750.223 · STREETS & HWY PROFESSIONAL FEES	1,032.73
750.226 · STREETS & HWY INSURANCE & BOND	250.00
750.230 · STREETS & HWY CONTRACTED SERVIC	
750.231 · STREETS & HWY TREE REMOVAL	1,765.00

CITY OF WESTON
Profit & Loss
July 2022 through March 2023
City of Weston

750.232 · STREET DEPT CHRISTMAS LIGHTS	2,201.68
750.230 · STREETS & HWY CONTRACTED SERVIC - Other	3,534.67
Total 750.230 · STREETS & HWY CONTRACTED SERVIC	7,501.35
750.341 · STREETS & HWY SUPPLIES & MAT	
750.600 · STREET DEPT HOT MIX ASPHALT	16,668.03
750.601 · STREET DEPT STONE	3,712.27
750.615 · STREET DEPT DISPOSAL	36.67
750.620 · STREET DEPT STREET SIGNS	382.90
750.341 · STREETS & HWY SUPPLIES & MAT - Other	3,099.12
Total 750.341 · STREETS & HWY SUPPLIES & MAT	23,898.99
750.343 · STREETS & HWY FUEL, OIL & TIRES	14,260.21
750.345 · STREET DEPT UNIFORMS	1,404.72
750.457 · CAPITAL OUTLAY-BUILDINGS	2,123.54
750.459 · STREETS & HWY CAPITAL OUTLAY	25,000.00
Total 750.000 · STREET DEPARTMENT	305,485.39
751.000 · STREET LIGHTS	
751.213 · STREET LIGHTS UTILITIES	49,164.61
751.216 · STREET LIGHTS MAINTENANCE/UPDAT	1,479.00
Total 751.000 · STREET LIGHTS	50,643.61
752.000 · SIGNS AND SIGNALS	
752.213 · SIGNS & SIGNALS UTILITIES	2,243.93
752.341 · SIGNS & SIGNALS SUPPLIES & MAT	839.34
Total 752.000 · SIGNS AND SIGNALS	3,083.27
753.000 · STREETS SNOW REMOVAL	
753.341 · SNOW REMOVAL SUPPLIES	5,514.59
Total 753.000 · STREETS SNOW REMOVAL	5,514.59
755.000 · STREET CONSTRUCTION	
755.230 · Street Const-Contracted Svcs	306,187.74
755.341 · STREET CONST. SUPPLIES	2,963.16
Total 755.000 · STREET CONSTRUCTION	309,150.90
756.000 · STREET CLEANING	
756.230 · ST. CLEANING CONTRACT SVCS	10,450.00
756.341 · ST. CLEANING SUPPLIES	199.56
Total 756.000 · STREET CLEANING	10,649.56
757.000 · SIDEWALKS	
757.341 · SIDEWALKS / SUPPLIES	4,678.98
Total 757.000 · SIDEWALKS	4,678.98
805.000 · STORMSEWER	
Total Expense 805.341 · STORM SEWER / SUPPLIES	22,632.01
805.459 · STORM SEWER / EQUIP. CAPITAL	25,000.00
Total 805.000 · STORMSEWER	47,632.01
900 · .219 BUILDING/ ICE SKATING RINK	42.89
900.000 · Parks and Recreation	

CITY OF WESTON
Profit & Loss
 July 2022 through March 2023
City of Weston

900.230 · RECREATION CONTRACTED SERVICES	
900.630 · RECREATION MOWING SERVICES	4,850.00
900.230 · RECREATION CONTRACTED SERVICES - Other	520.00
Total 900.230 · RECREATION CONTRACTED SERVICES	5,370.00
900.341 · RECREATION SUPPLIES	470.32
900.000 · Parks and Recreation - Other	6,744.00
Total 900.000 · Parks and Recreation	12,584.32
911.000 · HISTORIC LANDMARKS COMMISSION	
911.230 · HISTORICAL COMM. CON. SERVICES	3,000.00
911.000 · HISTORIC LANDMARKS COMMISSION - Other	19.50
Total 911.000 · HISTORIC LANDMARKS COMMISSION	3,019.50
950.000 · BEAUTIFICATION	
950.341 · BEAUTIFICATION-SUPPLIES	4,561.99
Total 950.000 · BEAUTIFICATION	4,561.99
952.000 · CEMETERIES	
952.103 · CEMETARY / SALARIES	1,600.00
952.104 · CEMETARY / PAYROLL TAXES	122.40
952.230 · CEMETERIES CONTRACTED SERVICES	5,400.00
Total 952.000 · CEMETERIES	7,122.40
977.000 · STREET DEPT-S/T CAP IMPROVEMENT	125,603.66
977.223 · STR/TRANSP CAP PROJ PROF SERV	13.50
979.000 · CULTURE & REC	
979.460 · CULTURE&REC GRANT MATCHES	140.66
979.000 · CULTURE & REC - Other	275.08
Total 979.000 · CULTURE & REC	415.74
	2,150,771.53

March Report 2023

Street Department

- Cold patched Burnside Avenue, Pratt Street, West 6th Street, Court Avenue, East 7th Street, and East 6th Street
- Repaired collapsed storm drain on Lynn Avenue
- Painted Handicap Logos on First Street
- Assisted Sewer Company with repairing collapsed sewer line on Lynn Avenue
- Assisted Building Inspector with installing new Fireplace
- Repaired and re installed Stop Sign on Broad Street
- Weekly trash duty
- Cleaned and organized at the Street Department
- Installed roughly 400 feet of 8inch perforated ADS pipe in the ditch along Mid Avenue at the slip location to help get the water out of the ditch and into the pipe to help decrease on the amount of holding saturation within that location then we installed 3 clean outs and back filled with 2-3-inch rock
- Relocated flower boxes from the Town Hub to Main Street
- Shut down Terrace Avenue to all traffic and had more trees removed from above the bank slippage on Terrace Avenue hill
- Cleaned drop inlets and ditch openings within the city
- Cleaned brush and debris from tree removal on Terrace Avenue
- Picked up trash at the Whelan Ball Field
- Had 15 MPH signs made and installed on Karl Street
- Performed maintenance on the salt spreaders and plows
- Changed burnt out light in traffic signal at intersection of E 3rd Street and Brown Avenue
- Restocked the salt bin
- Hauled dirt from the Street Sweeper from the Street Department to Deanville
- Cleaned ditch out along Lee Street
- Removed decals off of Police Cruiser
- Installed new windshield in the Skid Steer
- Repaired collapsed gutter tie in on Locust Avenue that caused a sink hole along the sidewalk with the assistance of the Sewer Company
- Cleaned ditch out along Fall Street
- Repaired leaning fence in front of the City Building
- Cleaned ditch along Brown Avenue before John Street Intersection
- Repaired a storm drain line that is located on Moss Street, the type of pipe was 16 inch terra cotta for a run of 206 feet, we ran the Jetter truck through to clean out the line then ran the camera through to find a large tree root

protruding through the side of the pipe, we then located the issue with our locating device and excavated at that point and repaired the issue with new pipe then backfilled with stone (using the camera and locating device allowed us to be able to pin point exactly where we needed to be excavating and it was dead on accurate to where we needed to be at to fix the issue)

- Relocated Dead End Sign on Kitson Street
- Installed two new Stop Signs on School Drive
- Installed new lower control arm on the Police Cruiser
- Installed new street name sign on Holland Street
- Repaired lose wiring on the Jetter/Vac truck for the Vac Operation Controller
- Assisted the Sewer Company in repairing collapsed sewer line on Fall Street
- Treated roads for snow and ice
- Installed new transfer case in the GMC plow truck
- Cleaned ditch along the dead-end side of Court Avenue along the rock high wall
- Performed maintenance on equipment
- Hauled in scrap metal to Jerrys Salvage
- Checked and documented light outages on telephone poles within the city
- Repaired Willow Street and Center Avenue intersection street name sign
- Installed millings on the dead end turn around area on West 5th Street
- Installed 2-3-inch rock on washed out area on the road edge of Bannister Street and Brown Avenue
- Installed new water tank plug on the Jetter truck
- Repaired and re installed Stop Sign at intersection of Karl Street and 33 West across from Gee Lick from and accident caused by slick road conditions
- Performed gutter broom maintenance on the Street Sweeper
- Discussed concern with citizen on Walnut Street about their sink drain running out onto the street and gave them the proper information on what they needed to do to tie in their line to the appropriate drainage source
- We are currently hot mix blacktop patching in Ward 4 and have as of March 30th pothole patched roughly 25 ton so far
- Assisted the Sewer Company with locating sewer line in the Winter Avenue area with the camera and locating device
- We are scheduled to go out the second and third week of each month to perform routine Street Sweeping within the City, each ward is predicted to take on average two days each to complete

Lines and Basins Cleaned with Jetter/Vac Truck

1. Jackson Street (244 Feet)
2. Fall Street (273 Feet)
3. Olive Street (72 Feet)
4. Burnside Avenue (170 Feet) (Preparing for new pipe installation)
5. W 6th Street (118 Feet) (Still working on possible collapse drain issue)
6. Brooke Street (30 Feet)
7. Lynn Avenue (189 Feet)
8. Depot Street (40 Feet)
9. Spring Street (77 Feet) (Scheduled to locate blockage in line)
10. Monroe Avenue (110 Feet)
11. DOH 19 South in front of Grace Street (Basins cleaned to bottom)
12. DOH 33 West in front of Mountaineer Mart and Kuntz Drive
(Basins Cleaned, Line clear going across 33 West (43 Feet), Line to creek has blockage roughly 4 feet in)
13. Mid Avenue/11th Street intersection (135 Feet)
14. George Street (22 Feet)
15. Peggy Street (Basin Cleaned at intersection of Peggy and Spring)
16. Mid Avenue/Basin at slip location (17 Feet)
17. State Street (69 Feet)
18. South River Avenue (17 Feet) (Scheduled to locate blockage in line)



WESTON POLICE DEPARTMENT

Law Total Incident Report, by Date, Nature

Date: 03/01/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	2
Suspicious Pers	1
Traffic Stop	1
Reckless Driver	1
Complaint	1
Search Warrant	1
Suspicious	1
Investigation	1
Total Incidents for This Date	9

Date: 03/02/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alarm Investigation	1
Dispute	1
Traffic Stop	1
Welfare Check	1
Domestic Active	1
Welfare Check	1
Traffic Stop	1
Trespassing	1
Remove Person	1
Threats	1
MVC/Motor Veh Crash	1
Suspicious Pers	1
MVC/Motor Veh Crash	1
Total Incidents for This Date	13

Date: 03/03/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Subject In Custody	1
Complaint Drug	1
Speak To Officer	2
Illegal Burning	1
Suspicious Pers	1
Assist Other Agency	1
Alarm Investigation	1
Total Incidents for This Date	8

Date: 03/04/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint Drug	1
Overdose	1
Threats	1
Traffic Stop	1
Total Incidents for This Date	4

Date: 03/05/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Speak To Officer	1
Trespassing	1
Remove Person	1
Suspicious Pers	2
Total Incidents for This Date	5

Date: 03/06/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Animal Problem	1
Reckless Driver	1
Traffic Stop	2
MVC/Motor Veh Crash	1
Unruly Person	1
Trespassing	1
Altercation	1
Subject In Roadway	1
Total Incidents for This Date	9

Date: 03/07/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
Welfare Check	1
Traffic Stop	2
MVC/Motor Veh Crash	1
Search Warrant	1
Complaint	1
Total Incidents for This Date	7

Date: 03/08/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Pers	1
Shoplifting	1
Reckless Driver	1
Larceny	1
Remove Person	1
Information	1

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
Total Incidents for This Date	7

Date: 03/09/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Fraud	1
Suspicious Pers	1
Remove Person	1
Speak To Officer	1
Welfare Check	1
Speak To Officer	1
Domestic Active	1
Total Incidents for This Date	7

Date: 03/10/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Dispute	1
Shoplifting	1
Speak To Officer	1
Reckless Driver	1
Speak To Officer	1
Total Incidents for This Date	5

Date: 03/11/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Stolen Property	1
Unlock	1
Total Incidents for This Date	2

Date: 03/12/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Pers	1
Speak To Officer	3
Total Incidents for This Date	4

Date: 03/13/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Speak To Officer	1
Total Incidents for This Date	1

Date: 03/14/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint Parking	1
MVC/Motor Veh Crash	1
Traffic Stop	1
Complaint	1
Suspicious Pers	1
Total Incidents for This Date	5

Date: 03/15/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Suspicious Pers	1
Reckless Driver	1
Noise Complaint	1
Total Incidents for This Date	3

Date: 03/16/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
Serve Papers	1
Trespassing	1
MVC/Motor Veh Crash	1
Speak To Officer	1
Shoplifting	1
Altercation	1
Speak To Officer	1
Total Incidents for This Date	8

Date: 03/17/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Subject In Roadway	1
Animal Cruelty	1
Leaving The Scene	1
MVC/Motor Veh Crash	2
Speak To Officer	1
Remove Person	1
Welfare Check	1
Total Incidents for This Date	9

Date: 03/18/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic	1
Total Incidents for This Date	1

Date: 03/20/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Stolen Vehicle	1
Trespassing	1
Complaint	1
Larceny	1
Speak To Officer	1
Traffic Stop	3
Total Incidents for This Date	8

Date: 03/21/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Alarm Investigation	1
Traffic Stop	2
Unlock	1
Animal Problem	1
Welfare Check	1
DVP/Violation	1
Total Incidents for This Date	7

Date: 03/22/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Remove Person	1
Traffic Stop	2
Welfare Check	1
Traffic Stop	1
Total Incidents for This Date	5

Date: 03/23/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Complaint	1
Investigation	2
Irate Subject	1
Traffic Stop	1
Animal Problem	1
Traffic Stop	1
Larceny	1
Domestic Active	1
Traffic Stop	3
Complaint	1
Suicidal Tendencies	2
Scam	1
MVC/Motor Veh Crash	1
Total Incidents for This Date	17

Date: 03/24/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Domestic	1
Destruction of Property	1
Leaving The Scene	1
Suspicious Pers	1
Threats	1
Traffic Violation	1
Trespassing	1
Welfare Check	1
Serve Papers	1
Total Incidents for This Date	9

Date: 03/25/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Altercation	1
DVP/Violation	1
Stolen Vehicle	1
B&E Active	1
Investigation	1
MVC/Motor Veh Crash	1
Animal Problem	1
Speak To Officer	1
Complaint	1
Alarm Investigation	1
Complaint	1
B&E Non-Active	1
Trespassing	1
Speak To Officer	2
Traffic Stop	2
Total Incidents for This Date	17

Date: 03/26/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Trespassing	1
Stolen Property	1
Welfare Check	1
Serve Papers	1
Remove Person	1
MVC/Motor Veh Crash	1
Total Incidents for This Date	7

Date: 03/27/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	2

<u>Nature of Incident</u>	<u>Total Incidents</u>
Lost/Found Prop	1
Animal Lost/Found	1
Traffic Stop	1
Missing Person	1
Complaint	1
Domestic	1
Total Incidents for This Date	8

Date: 03/28/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	3
MVC/Motor Veh Crash	1
B&E Non-Active	1
Traffic Stop	1
Complaint	1
Unruly Person	1
Serve Papers	1
Remove Person	1
Reckless Driver	1
Altercation	1
Dispute	1
Intoxicated Subject	1
Suspicious Pers	1
Altercation	1
Total Incidents for This Date	16

Date: 03/29/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Suspicious Pers	1
Motorist Asstist	1
MVC/Motor Veh Crash	1
Open Door	1
Traffic Stop	1
Suspicious Pers	1
Traffic Stop	1
MVC/Motor Veh Crash	1
Speak To Officer	1
Complaint	1
Animal Bite	1
Domestic	1
Noise Complaint	1
Speak To Officer	1
Total Incidents for This Date	15

Date: 03/30/23

<u>Nature of Incident</u>	<u>Total Incidents</u>
Traffic Stop	1
Domestic Active	1
Traffic Stop	2
Speak To Officer	1
Suspicious Pers	1
Traffic Stop	1
Speak To Officer	1
Complaint	1
Subject In Roadway	1
Speak To Officer	1
Traffic Stop	1
Total Incidents for This Date	12

Total reported: 228

Report Includes:

All dates between `00:00:01 03/01/23` and `00:00:59 03/31/23`, 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

March 2023 Traffic Citations

Report Number	Address	Incident Date
2.10102E+14		3/1/2023 7:44
2.10102E+14		3/14/2023 10:14
2.10102E+14	102-121 Brown Avenue	3/17/2023 11:41
2.10102E+14	102-121 Brown Avenue	3/22/2023 13:22
2.10102E+14	102-121 Brown Avenue	3/22/2023 14:20
2.10102E+14	102 West 2nd Street	3/30/2023 10:34
2.10102E+14	102 West 2nd Street	3/30/2023 14:23

March 2023 Traffic Warnings

Report Number	Address	Incident Date
2.10102E+14	200-257 North River Avenue	3/1/2023 6:39
2.10102E+14		3/7/2023 10:05
2.10102E+14		3/7/2023 10:21
2.10102E+14	2-6 John Street	3/21/2023 10:45
2.10102E+14	Main Street	3/21/2023 11:21
2.10102E+14	102 West 2nd Street	3/27/2023 8:46
2.10102E+14	Main Street	3/27/2023 8:55
2.10102E+14	200-257 North River Avenue	3/27/2023 13:56
2.10102E+14	102 West 2nd Street	3/28/2023 10:06
2.10102E+14	102 West 2nd Street	3/29/2023 11:44
2.10102E+14	117-121 Center Avenue	3/30/2023 10:19



WESTON FIRE DEPARTMENT

REPORT FOR THE MONTH OF

March 2023

"On the job 'til the job is done"



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

111
7
67
29

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

15
1
1
0
1
0
45

FROM
FROM
FROM
FROM
FROM
FROM

1
3
0
2
0
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
4
1,000
57.9
395
\$36,000
\$21,000
18
11
10
4
3
2
0

SAVED
SAVED

\$0
\$0

ADDITIONAL REMARKS

City Engine steering box went was replaced
 Serviced Truck 1 fixed exhaust leak and air leaks
 attended neighbor hood watch meeting | |
 attended fourth of july meeting
 was advised we have received the Forestry grant for 2,000.00 to purchase chain saws and indian packs
 attended career day at high school

Weston Fire Dept

Copy of Fire and EMS Combined List by Incident Num

**Alarm Date Between {03/01/2023} And {03/31/2023}
and District = "1A "**

Incident	Type	Date	Location	Description
23-0000170-0	FIRE	03/01/2023	124 E 1st ST /Criss Manor/404	Medical assist, assist EMS
23-0000171-0	FIRE	03/01/2023	650 Craig ST /307	Medical assist, assist EMS
23-0000172-0	FIRE	03/02/2023	415 E 3rd ST E	Motor Vehicle Accident with
23-0000173-0	FIRE	03/02/2023	US Highway 33 E & Market Place Mall	Motor vehicle accident with
23-0000175-0	FIRE	03/03/2023	124 E 1st ST /Criss Manor/404	Medical assist, assist EMS
23-0000179-0	FIRE	03/04/2023	532 US Highway 33 E	Medical assist, assist EMS
23-0000180-0	FIRE	03/04/2023	329 Broad ST	Medical assist, assist EMS
23-0000183-0	FIRE	03/05/2023	Main AVE & Bank ST	Medical assist, assist EMS
23-0000184-0	FIRE	03/05/2023	910 Cemetery ST	Medical assist, assist EMS
23-0000185-0	FIRE	03/06/2023	856 Terrace AVE	No Incident found on arrival
23-0000186-0	FIRE	03/07/2023	211 W 7th ST	Medical assist, assist EMS
23-0000187-0	FIRE	03/08/2023	650 Craig ST /Weston Commons/307	Medical assist, assist EMS
23-0000192-0	FIRE	03/09/2023	277 Rada AVE	Medical assist, assist EMS
23-0000193-0	FIRE	03/10/2023	627 Broad ST	Medical assist, assist EMS
23-0000194-0	FIRE	03/10/2023	100.5 MM Interstate 79 /NB	Medical assist, assist EMS
23-0000197-0	FIRE	03/11/2023	117 E 7th ST	Lock-out
23-0000199-0	FIRE	03/12/2023	101 MM Interstate 79 /NB	Motor Vehicle Accident with
23-0000200-0	FIRE	03/12/2023	121 E 1st ST /Criss Manor/607	Medical assist, assist EMS
23-0000201-0	FIRE	03/12/2023	124 E 1st ST /Criss Manor/Lobby	Medical assist, assist EMS
23-0000206-0	FIRE	03/13/2023	207 Loftus ST	Medical assist, assist EMS
23-0000207-0	FIRE	03/14/2023	24 Middle Run RD	Medical assist, assist EMS
23-0000208-0	FIRE	03/14/2023	98.6 MM Interstate 79 /NB	Motor Vehicle Accident with
23-0000211-0	FIRE	03/14/2023	W 2nd ST & Gee Lick RD	Motor Vehicle Accident with
23-0000213-0	FIRE	03/14/2023	1305 N River AVE	Medical assist, assist EMS
23-0000214-0	FIRE	03/14/2023	226 Brown AVE	Medical assist, assist EMS
23-0000215-0	FIRE	03/14/2023	112 McGary AVE	Medical assist, assist EMS
23-0000217-0	FIRE	03/15/2023	323 Mid AVE	Medical assist, assist EMS
23-0000220-0	FIRE	03/16/2023	US Highway 33 E & Berlin RD	Dispatched & cancelled en
23-0000221-0	FIRE	03/16/2023	248 Brown AVE	Medical assist, assist EMS
23-0000223-0	FIRE	03/16/2023	626 N River AVE	Medical assist, assist EMS
23-0000225-0	FIRE	03/17/2023	230 Court AVE	Medical assist, assist EMS
23-0000226-0	FIRE	03/17/2023	613 Broad ST	Medical assist, assist EMS
23-0000227-0	FIRE	03/17/2023	112 W 2nd ST	Medical assist, assist EMS
23-0000229-0	FIRE	03/18/2023	124 E 1st ST /Criss Manor/104	Medical assist, assist EMS
23-0000230-0	FIRE	03/18/2023	MM Interstate 79 & US Highway 33 E	Motor vehicle accident with
23-0000231-0	FIRE	03/18/2023	410 Monroe AVE	Medical assist, assist EMS
23-0000232-0	FIRE	03/18/2023	Bank ST	Medical assist, assist EMS
23-0000233-0	FIRE	03/18/2023	837 Walnut ST	Medical assist, assist EMS

Weston Fire Dept

Copy of Fire and EMS Combined List by Incident Num

**Alarm Date Between {03/01/2023} And {03/31/2023}
and District = "1A "**

Incident	Type	Date	Location	Description
23-0000234-0	FIRE	03/19/2023	650 Craig ST /Weston Common/305	Dispatched & cancelled en
23-0000235-0	FIRE	03/20/2023	737 N Main AVE	Unauthorized burning
23-0000240-0	FIRE	03/22/2023	129 Cottage AVE	Medical assist, assist EMS
23-0000242-0	FIRE	03/22/2023	100.5 MM Interstate 79	Motor Vehicle Accident with
23-0000244-0	FIRE	03/23/2023	626 N River AVE	Medical assist, assist EMS
23-0000245-0	FIRE	03/23/2023	6 McGary AVE	Medical assist, assist EMS
23-0000246-0	FIRE	03/23/2023	98 MM Interstate 79 /NB	Extrication of victim(s)
23-0000247-0	FIRE	03/24/2023	650 Craig ST /Weston Commons/307	Medical assist, assist EMS
23-0000249-0	FIRE	03/24/2023	124 E 1st ST /Criss Manor/504	Medical assist, assist EMS
23-0000252-0	FIRE	03/25/2023	220 McGary AVE	Medical assist, assist EMS
23-0000254-0	FIRE	03/25/2023	US Highway 33 E & Staunton DR	Motor Vehicle Accident with
23-0000256-0	FIRE	03/25/2023	W 4th ST & Spring ST	Public service assistance,
23-0000257-0	FIRE	03/25/2023	629 W 2nd ST	Public service assistance,
23-0000262-0	FIRE	03/25/2023	39 Berlin RD /Sheetz	Chemical spill or leak
23-0000263-0	FIRE	03/25/2023	900 N Main AVE	Dispatched & cancelled en
23-0000265-0	FIRE	03/26/2023	322 Shady DR	Passenger vehicle fire
23-0000267-0	FIRE	03/26/2023	117.5 E 7th ST	Medical assist, assist EMS
23-0000270-0	FIRE	03/27/2023	277 Rada AVE	Medical assist, assist EMS
23-0000271-0	FIRE	03/27/2023	397 Monroe AVE	Medical assist, assist EMS
23-0000272-0	FIRE	03/27/2023	681 Locust AVE	Gas leak (natural gas or
23-0000273-0	FIRE	03/28/2023	124 E 1st ST /Criss Manor/607	Medical assist, assist EMS
23-0000274-0	FIRE	03/29/2023	335 Mid AVE	Medical assist, assist EMS
23-0000275-0	FIRE	03/29/2023	222 Lee ST	Fire in mobile home used as
23-0000276-0	FIRE	03/29/2023	124 E 1st ST /Criss Manor/Lobby	Medical assist, assist EMS
23-0000277-0	FIRE	03/29/2023	124 E 1st ST /Criss Manor/607	Medical assist, assist EMS
23-0000278-0	FIRE	03/29/2023	344 Kunst DR	Passenger vehicle fire
23-0000279-0	FIRE	03/31/2023	715 W 2nd ST	Medical assist, assist EMS
23-0000280-0	FIRE	03/31/2023	650 Craig ST /307	Medical assist, assist EMS
23-0000281-0	FIRE	03/31/2023	678 US Highway 33 E	Motor Vehicle Accident with

Total Incident Count 67

Weston Fire Dept

Copy of Fire and EMS Combined List by Incident Num

**Alarm Date Between {03/01/2023} And {03/31/2023}
and District = "1B "**

Incident	Type	Date	Location	Description
23-0000181-0	FIRE	03/04/2023	1023 Goosepen RD	Public service
23-0000182-0	FIRE	03/05/2023	700 Gee Lick RD	Public service
23-0000190-0	FIRE	03/09/2023	22 Quarry Glen /101	Medical assist, assist EMS
23-0000191-0	FIRE	03/09/2023	US Highway 33 E & Beech Lick RD	Extrication of victim(s)
23-0000195-0	FIRE	03/11/2023	89 MM Interstate 79	Motor vehicle accident with
23-0000196-0	FIRE	03/11/2023	2000 Goosepen RD	Motor Vehicle Accident with
23-0000198-0	FIRE	03/12/2023	22 Quarry Glen /101	Public service
23-0000203-0	FIRE	03/13/2023	84 MM Interstate 79 /NB	Motor Vehicle Accident with
23-0000204-0	FIRE	03/13/2023	93 MM Interstate 79	Motor vehicle accident with
23-0000205-0	FIRE	03/13/2023	9000 US Highway 33 E	Motor vehicle accident with
23-0000209-0	FIRE	03/14/2023	91 MM Interstate 79 /NB	Dispatched & cancelled en
23-0000210-0	FIRE	03/14/2023	84 MM Interstate 79 /NB	Motor Vehicle Accident with
23-0000219-0	FIRE	03/16/2023	101 MM Interstate 79	Motor Vehicle Accident with
23-0000224-0	FIRE	03/16/2023	87 MM Interstate 79	Motor Vehicle Accident with
23-0000228-0	FIRE	03/17/2023	3300 Skin Creek RD	Public service
23-0000236-0	FIRE	03/20/2023	US Highway 33 E & Beech Lick RD	Dispatched & cancelled en
23-0000239-0	FIRE	03/22/2023	88 MM Interstate 79	Dispatched & cancelled en
23-0000241-0	FIRE	03/22/2023	1227 Goosepen RD	Building fire
23-0000243-0	FIRE	03/22/2023	1227 Goosepen RD	Smoke scare, odor of smoke
23-0000250-0	FIRE	03/24/2023	9000 US Highway 33 E	No Incident found on arrival
23-0000251-0	FIRE	03/24/2023	US Highway 19 S & Copley RD	Public service
23-0000255-0	FIRE	03/25/2023	1000 Gee Lick RD	Public service assistance,
23-0000258-0	FIRE	03/25/2023	500 Raccoon Run RD	Dispatched & cancelled en
23-0000259-0	FIRE	03/25/2023	1755 Berlin RD	Forest, woods or wildland
23-0000260-0	FIRE	03/25/2023	389 Keister hollow	Public service assistance,
23-0000261-0	FIRE	03/25/2023	Goosepen RD & Crooked Fork RD	Public service assistance,
23-0000264-0	FIRE	03/26/2023	661 Gee Lick RD	Motor Vehicle Accident with
23-0000268-0	FIRE	03/26/2023	2100 Georgetown RD	Public service
23-0000269-0	FIRE	03/26/2023	3500 Crooked Fork RD	Dispatched & cancelled en

Total Incident Count 29

Weston Fire Dept

Aid Responses by Department (Summary)

Alarm Date Between {03/01/2023} And {03/31/2023}

Type of Aid	Count
2 Jane Lew Volunteer Fire Department	
Mutual aid received	1
Automatic aid received	2
Automatic aid given	1
	<hr/>
	4
3 Pricetown Volunteer Fire Department	
Mutual aid received	1
Automatic aid received	1
Mutual aid given	1
	<hr/>
	3
5 Jackson's Mill Volunteer Fire Department	
Mutual aid received	1
Automatic aid given	1
	<hr/>
	2
8 Lewis County Emergency Ambulance Authority	
Mutual aid given	1
Automatic aid given	44
	<hr/>
	45

Weston Fire Dept

Incident Type Report (Summary)

Alarm Date Between {03/01/2023} And {03/31/2023}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	1.78%	\$6,000	10.41%
114 Chimney or flue fire, confined to chimney	1	0.89%	\$2,500	4.34%
121 Fire in mobile home used as fixed residence	1	0.89%	\$32,500	56.42%
131 Passenger vehicle fire	3	2.67%	\$16,600	28.81%
141 Forest, woods or wildland fire	1	0.89%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.89%	\$0	0.00%
	9	8.03%	\$57,600	100.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	45	40.17%	\$0	0.00%
322 Motor vehicle accident with injuries	5	4.46%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	13	11.60%	\$0	0.00%
352 Extrication of victim(s) from vehicle	2	1.78%	\$0	0.00%
	65	58.03%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	0.89%	\$0	0.00%
422 Chemical spill or leak	1	0.89%	\$0	0.00%
	2	1.78%	\$0	0.00%
5 Service Call				
511 Lock-out	1	0.89%	\$0	0.00%
550 Public service assistance, Other	6	5.35%	\$0	0.00%
553 Public service	6	5.35%	\$0	0.00%
561 Unauthorized burning	1	0.89%	\$0	0.00%
	14	12.50%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	19	16.96%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	1.78%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.89%	\$0	0.00%
	22	19.64%	\$0	0.00%

Total Incident Count: 112

Total Est Loss:

\$57,600

Weston Fire Dept

Dollar Value Saved & Loss Analysis

Alarm Date Between {03/01/2023} And {03/31/2023}

a

Incident Type	Count	Total Values	Total Losses	Total Saved	Percent Lost	Percent Saved
111 Building fire	1	\$6,000	\$6,000	\$0	100.00%	0.00%
114 Chimney or flue fire,	1	\$100,000	\$2,500	\$97,500	2.50%	97.50%
121 Fire in mobile home used	1	\$32,500	\$32,500	\$0	100.00%	0.00%
131 Passenger vehicle fire	3	\$16,600	\$16,600	\$0	100.00%	0.00%
Grand Totals	6	\$155,100	\$57,600	\$97,500		

Total Percent Lost: 37.14%

Total Percent Saved: 62.86%

MARTY LEWIS
CODE ENFORCEMENT
MARCH 2023

VIOLATIONS

12

CITIZEN CONCERNS

3

WARD I- 2

WARD II - 1

WARD III- 0

WARD IV- 0

BUILDING PERMITS

20

CONDEMNED

1

1. TOOK TRAINING IN FLATWOODS FOR FLOOD PLAIN MANAGEMENT.
2. INSPECTED POLK CREEK SCHOOL WITH POLICE AND FIRE DEPT.
3. INSPECTED KITSONVILE SCHOOL WITH POLICE AND FIRE DEPT.
4. ATTENDED HOUSING SEMINAR.
5. FIXED ALL PARKING METERS TO FUNCTION PROPERLY.
6. MADE UP BID PACKETS FOR DEMOLITION OF VACANT/DILAPIDATED STRUCTURES.

BUSINESS LICENSE REPORT

FOR THE MONTH OF

MARCH 2023

<u>NAME</u>	<u>OCCUPATION</u>	<u>DATE</u>
Greenway Auto Services LLC Donald Greenway Jr. 807 Karl Street Weston, WV 26452 681 533-9318	All Other Auto Mechanic	03/01/2023
Live and Let Dye 242 East Second Street Weston, WV 26452 304-384-2887	All Other Hair Stylist	03/02/2023
Enviroclean LLC DBA/M & M Septic Pumping 800 North 4 th Street Clarksburg, WV 26301-2778 304-623-6770	Contractor	03/08/2023
Pure Beauty Esthetics LLC 625 Fall Street Lila Maynard Weston, WV 26452 304-871-4088	All Other Body Waxing, Eyebrows Eye lashes, Facials	03/08/2023
Weston Tobacco & Vape 2 132 Main Avenue Aref Magrad Weston, WV 26452 304-997-8591	All Other Tobacco, Vapes, Novelties	03/13/2023
Mountain Taxi LLC Jonet Greene 359 Gee Lick Road Weston, WV 26452 681-533-8294	Taxi Service	03/16/2023
C.J. Hughes Construction Co. 75 W. 3 rd Avenue Huntington, WV 25701	Contractor	03/27/2023

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[Home \(https://wvleap.wvu.edu/home\)](https://wvleap.wvu.edu/home) » [Land Banks \(https://wvleap.wvu.edu/land-banks\)](https://wvleap.wvu.edu/land-banks) » Land Reuse Agency

A Land Reuse Agency (LRA) is a public body created to facilitate the return of vacant, abandoned, and tax-delinquent properties productive use.

LRAs are very similar to Urban Renewal Authorities. Key differences include that LRAs may operate in communities that lack comprehensive plans and redevelopment plans, may not exercise the power of eminent domain, may not compete with other purchasers at a tax lien sale, and may collect a portion of the property taxes on property it holds if authorized by the county taxing authority. Arguably, LRAs have fewer powers but have the potential to

hold properties in a broader geographic area. Therefore, the creation of an LRA may be appropriate in communities where properties are very scattered and preparing redevelopment plans would be impractical.

LRAs may only hold property located within the jurisdiction of the entities that create them.¹ In other words, a municipal LRA may only hold properties within that municipality, and a county LRA may only hold property within that county. Two or more municipalities or counties may also establish and maintain an LRA by entering into an intergovernmental cooperation agreement.² In this case, the LRA may hold property within the jurisdiction of the authorizing municipalities or counties.³

Prerequisites

Local Ordinance: A county or municipality must adopt an ordinance to create an LRA. The ordinance must specify the (1) name of the LRA; (2) number of members of the board; (3) names of the initial board members; (4) qualification, manner of selection or appointment, and terms of office for members of the board; and (5) methods of community input.⁴

The ordinance must be filed with the Secretary of State and the West Virginia Housing Development Fund. After receipt of the ordinance, the Secretary of State issues the appropriate documentation indicating the formation of the entity.⁵

Consideration of Existing Land Use Plans: LRAs must consider all land use plans, such as a comprehensive plan, redevelopment plan, or overlay district within a zoning ordinance, in the disposition of properties.⁶ According to national research, the most successful land banks incorporate local land use plans in making their acquisition and disposition decisions.⁷

Advantages

- LRAs typically make acquisition and disposition decisions with the long-term interests of the community and surrounding property owners in mind. LRAs must consider land use plans and have a process to collect community input.
- Dedicated LRA staff may be able to address neglected properties in a more efficient and cost-effective manner than groups addressing properties on an individualized basis.
- LRAs are long-term landowners with the patience to hold onto property until an appropriate reuse can be identified.
- Property held by an LRA is tax exempt for 5 years or as long as the property is continuously leased to a non-profit organization or a governmental agency at substantially less than fair market value.⁸
- LRAs must maintain an inventory of their property that is available for public review and inspection.⁹
- LRAs have standing to file an action in circuit court to quiet title to real property in which they have an interest.¹⁰
- LRAs may receive a portion of the county's real property tax if authorized by the taxing jurisdiction. See Funding Subsection below.

Disadvantages

- LRAs may not obtain property through eminent domain, directly or indirectly.¹¹
- LRAs may not acquire any interest in oil, gas, or minerals that have been severed from the property.¹²
- If purchasing property from a URA, the property must be fee simple.¹³ For more information on fee simple properties, see Appendix I on Title Opinions.

- LRAs are not typically self-financing and may be expensive to administer. See Funding Subsection below.
- LRAs may purchase tax liens only when no other person at the tax lien sale makes a minimum bid on the taxes, interest, and charges owed.¹⁴
- In West Virginia, LRAs currently lack the right of first refusal during the tax sale (in other states, LRAs have a right of first refusal, which is the option to purchase property according to specified terms before any other interested third parties at the tax sale).

Funding

As with URAs, LRAs are not self-financing. Given the low value of most vacant and dilapidated properties, LRAs may find it difficult to earn significant income from sale, rent, or leasehold payments. However, LRAs are authorized to receive grants and loans from other public and private sources. LRAs may also issue a bond or mortgage their property. LRAs may collect a portion of the property tax revenue generated by their own properties if they are authorized by the county taxing authority and do not collect more than 50% of the aggregate property tax revenue generated by a property.¹⁵

Current State of the Tool

As of July 2015, no established LRAs exist in West Virginia.

Notification Requirements/ Special Procedures

LRA's must submit an annual report to the West Virginia Housing Development Fund within 120 days after the end of the fiscal year. The report must include an audit of income and expenditures and a report of activities for the preceding year.¹⁶

A duplicate copy of the annual report must be filed with the governing body of the jurisdiction that created the LRA and the political subdivisions participating based on an intergovernmental agreement.¹⁷

LRA boards must keep minutes and records of proceedings.¹⁸

LRA's are subject to the Open Governmental Meetings Act.¹⁹

LRA's must maintain an inventory of their property that is available for public review and inspection.²⁰

When filing an action to quiet title, LRA's must follow the procedural requirements outlined in the West Virginia Code.²¹ For more information on actions to quiet title, see Section on Title Opinions and Appendix I.

Key Similarities Chart

URA	LRA
To purchase, lease, acquire property by gift & devise	To acquire property by any means the LRA considers proper
To hold, improve, clear, or prepare for redevelopment	To design, develop, construct, demolish, reconstruct, deconstruct, rehabilitate, renovate, relocate
To sell, lease, assign, mortgage	To convey, exchange, sell, transfer, lease, grant, or mortgage
To enter into contracts	To enter into contracts
To borrow money and issue bonds	To borrow money and issue bonds
To sue & be sued	To sue & be sued

Key Differences Chart

URA	LRA
Power of Eminent Domain	No Power of Eminent Domain
Must have a Comprehensive Plan and Redevelopment Plan	Must take into account land use plans if they exist
May only work in areas designated as slum or blighted and pursuant to a redevelopment plan	Flexibility to work throughout the LRA's jurisdiction
May compete with other potential buyers at a tax lien sale	May only purchase a tax lien if no other potential buyers make a minimum bid
The Board must have between 5 & 7 members. Note there are special requirements when a regional authority is created.*	The Board must have an odd number of members, between 5 & 11. At least one member must be a resident of the LRA jurisdiction, not a public official or municipal employee, and must maintain membership with a recognized civic organization.*

* For excerpts on the relevant statutory language related to membership in URAs and LRAs see Appendix E.

1. W. Va. Code Ann. § 31-18E-9(f) (West 2015).
2. Id. § 31-18E-4(c).
3. Id. § 31-18E-9(f)(2)
4. Id. § 31-18E-4(a).
5. Id. § 31-18E-4(b).
6. Id. § 31-18E-10(f).
7. Frank S. Alexander, Local Support Corp., Land Bank Authorities: A Guide for the Creation and Operation of Local Land Banks 12 (2005), available at http://www.communityprogress.net/filebin/pdf/new_resrcs/alexander_land_bank_lisc.pdf

8. W. Va. Code Ann. § 31-18E-9(a)–(b) (West).
9. Id. § 31-18E-10(a).
10. Id. § 31-18E-16. “For purposes of an action under this section, the land reuse agency 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.” Id. § 31-18E-16(a)(3).
11. Id. § 31-18E-8.
12. Id. § 31-18E-9(c).
13. Id. § 31-18E-9(d)(3).
14. Id. § 31-18E-9(g) (“[I]f no person present at the tax sale bids the amount of the taxes, interest and charges due on any unredeemed tract or lot or undivided interest in real estate offered for sale, the sheriff shall, prior to certifying the real estate to the auditor for disposition . . . provide a list of all of said real estate within a land reuse jurisdiction to the land reuse agency and the land reuse agency 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 were an individual who purchased the tax lien at the tax sale.”).
15. Id. § 31-18E-11 (“Allocation of property tax revenues in accordance with this subsection, if authorized by the taxing jurisdiction, begins with the first taxable year following the date of conveyance and continues for a period of up to five years and may not exceed a maximum of fifty percent of the aggregate property tax revenues generated by the property.”).
16. Id. § 31-18E-18(a).
17. Id. § 31-18E-18(b).
18. Id. § 31-18E-13(a).
19. Id. §§ 31-18E-13(a), 6-9A-6, 29B-1-1.
20. Id. § 31-18E-10(a).
21. Id. § 31-18E-16.

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

- 1) _____
- 2) _____
- 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 civil organization within the City of Weston
- 4) _____
- 5) _____

(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. → if city official is on the Board, how do we want to handle this situation?

(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.

(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;

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.

(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.*

(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:

(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.

Clarification of Proposed Amendment to City of Weston Zoning Ordinance Related to "Billboards" and Coffeehouses

WHEREAS, on May 4, 2020, the City of Weston read an Ordinance titled "Coffeehouse and Lamar" (as indicated in the minutes of Council);

WHEREAS, the "Coffeehouse and Lamar" ordinance contained language that was to be "amendments" to the City of Weston Zoning Ordinance;

WHEREAS, attached to this ordinance is what is believed to be the language that was to be the intended amendments to be made to the City of Weston Zoning Ordinance;

WHEREAS, the underlined portions of the attachment were intended to be the amendments;

WHEREAS, said ordinance was intended to amend the City of Weston's Zoning Ordinance;

WHEREAS, said amendments were intended to identify various signs as "billboards";

WHEREAS, these "billboards" were in existence at the time the City of Weston Zoning Ordinance was enacted;

WHEREAS, the amendments attempted to allow the "billboards" to remain standing without alteration until January 1, 2023;

WHEREAS, on January 1, 2023, the "billboards" were to either be removed or made to conform to various standards identified in the amendments;

WHEREAS, the said amendments also attempted to define the term "Coffeehouse" and permit Coffeehouse to be a Use Permitted by Right in Section 313.03 of the City of Weston Zoning Ordinance;

WHEREAS, the City Council minutes do not indicate that the City of Weston performed a Second Reading of the said amendments;

WHEREAS, after the passage of time, the identification of the lack of a second reading, and the thoughtful deliberation of the City Council, the City Council has determined that the "billboards" do not need altered in a manner identified in the amendments;

WHEREAS, after the passage of time, the identification of the lack of a second reading, and the thoughtful deliberation of the City Council, the City Council has determined that the "billboards" do not need to be removed;

WHEREAS, the City Council now desires to allow the "billboards" to remain as they are and be subject to the limitations and requirements of Section 505.11 of the City of Weston's Zoning Ordinance and other applicable sections of the City of Weston's Zoning Ordinance;

WHEREAS, the City Council has determined that the Weston Zoning Ordinance is consistent with the City's Comprehensive Plan per West Virginia Code §8A-7-4;

WHEREAS, the City's Zoning Ordinance, specifically Section 505.11, permits signs to remain standing despite those signs being "non-conforming" to the rules and regulations of the City's Zoning ordinance;

WHEREAS, the allowance of the "billboards" to remain standing is permissible under the City's Zoning Ordinance, and, thus, consistent with the City's Comprehensive Plan;

WHEREAS, relative to Coffeehouses, the City of Weston sought advice of the City of Weston Planning Commission;

WHEREAS, on, or about, April 14, 2020, the Planning Commission determined that the Coffeehouse definition and usage requirements are consistent with the City's Comprehensive Plan;

WHEREAS, the City Council desires to define Coffeehouse and permit coffeehouses to be utilized per the Section 313.03 of the City of Weston Zoning Ordinance and be subject to all other applicable provisions of the City of Weston Zoning Ordinance.

THEREFORE:

The City of Weston now eliminates from the "Coffeehouse and Lamar" amendment the language that was intended to address "billboards";

The City of Weston now keeps in the "Coffeehouse and Lamar" amendment the definition and usage requirements of "Coffeehouses";

The definition and usage requirements of Coffeehouse shall retroactively apply to May 11, 2020, the first date a second reading of the "Coffeehouse and Lamar" ordinance could have occurred.

If a court of competent jurisdiction determines that any word, sentence, or portion of this amendment is unconstitutional or otherwise deficient, then the remaining portions of the Ordinance shall remain in full force.

First Reading 3-6-2023

Second Reading _____

Kim Harrison-Edwards, Mayor

Judy Piercy, City Clerk

B. The billboard may not be stacked, side by side, tri-vision (three-sided), spin automatically or LED (light emitting diode).

2. Any nonconforming billboard within the city limits of the City of Weston that is not in full compliance with Section 505.11(a)(1)(ii) as of January 1, 2023 shall be deemed an illegal sign and shall be required to be removed in total forthwith.

(b) All other signs lawfully existing on the effective date of this code that do not conform to the provisions of this code, and signs that are accessory to a nonconforming use shall be deemed nonconforming signs and may remain except as qualified below.

1. Nonconforming signs shall not be enlarged nor shall any feature of a nonconforming sign, such as illumination or technology, be increased.

2. Nonconforming signs shall not be extended, structurally reconstructed, altered in any manner, or replaced with another nonconforming sign nor increased in technological advancement, except as permitted by this code.

3. Nonconforming signs shall not be moved for any distance on the same lot or to any other lot unless such change in location will make the sign conform in all respects to the provisions of this article.

4. A nonconforming sign that is destroyed or damaged by any casualty to an extent not exceeding fifty percent (50%) of its area may be restored within six (6) months after such destruction or damage, but shall not be enlarged. If such sign is so destroyed or damaged to an extent exceeding fifty percent (50%) of its area, the sign shall not be reconstructed but may be replaced with a sign that is in full accordance with this code.

5. Nonconforming sign structures shall be removed if the use to which they are accessory has not been in operation for a period of one (1) year or more, except as provided in ~~323-13(h)~~ 505.13(g). Such sign structure shall be removed or made conforming by the owner or lessee of the property. If the owner or lessee fails to remove or make conforming the sign structure within thirty (30) days of notice by the Zoning Officer, the Zoning Officer may cause the sign to be made conforming or removed and the cost of such removal or modification shall be charged to the owner, person having control, or person receiving benefit from such sign, with payment due within thirty (30) days of notice of charges.

6. If a nonconforming sign is altered such that the sign is conforming or is replaced by a conforming sign, such sign shall thereafter be kept in accordance with the provisions of this code.

(c) The burden of establishing nonconforming status of signs and the physical characteristics and location of such signs shall be with the owner of the property. Upon notice from the Zoning Officer, a property owner shall submit verification that sign(s) were lawfully erected. Failure to provide such verification shall cause the sign to be deemed an illegal sign and shall be required to be removed in total forthwith.

(d) Nothing in this section prevents keeping a nonconforming sign in good repair.

percent (25%) of the total area of the window or door or located above the first floor unless the related use is only on the floor where the window sign is displayed.

(d) Billboards.

1. Definition: A billboard is a sign which meets one or more of the following criteria:

(i) A permanent structure which is used for the display of off-site commercial message;

(ii) A permanent structure sign which constitutes a principal, separate or secondary use as opposed to an accessory use of the parcel on which it is located;

(iii) An outdoor sign used as advertising for hire, e.g., on which display space is made available to parties other than the owner or operator of the sign or occupant of the parcel in exchange for a rent, fee or other consideration; or

(iv) An off-site outdoor advertising sign or which space is leased or rented.

2. As of October 9, 2018, new billboards have been prohibited within the city limits of the City of Weston, and shall continue to be and herewith are prohibited under this code. (Certain billboards in existence within the city limits of the City of Weston as of October 9, 2018 have been deemed nonconforming signs and shall continue to be and herewith are so designated under this code in accordance with and subject to the specific provisions regulating such billboards set forth in Section 505.11(a) herein.)

Section 505.11 Nonconforming Signs.

(a) Existing Billboards.

1. Any billboard within the city limits of the City of Weston existing as of October 9, 2018 that was erected pursuant to a valid permit from the City, if required, and which complies in all respects with the City's ordinances in effect at the time the billboard was erected, shall be allowed to remain and deemed a legal, nonconforming sign.

(i.) A legal nonconforming billboard within the limits of the City of Weston may not be enlarged but may be maintained by (A) painting or refinishing the surface of the sign face and sign structure or by replacing damaged panels so as to keep the appearance of the sign the same as it was upon its erection, (B) by replacement of light bulbs or similar expendable electrical devices and repair and replacement of electrical components for safety reasons, and (C) by lawfully changing the content of its face.

(ii.) Notwithstanding the foregoing provisions, the legal nonconforming status of all such billboards located within the city limits of the City of Weston shall expire on January 1, 2023. After January 1, 2023, all such nonconforming billboards within the city limits of the City of Weston shall be permitted to remain as long as they conform to the following requirements:

A. The display size/face of the billboard may be no more than forty feet (40') in height at the highest point of the sign.

Proposed Amendment to be added to the City of Weston Zoning Ordinance:

First: the following definition shall be added to **Section 209.03 Use Definitions**, being numbered "20.", with subsequent definitions being renumbered in order, from "21." to "117." --

20. "Coffee House/Café" means an establishment which serves coffee and/or tea and may also sell a limited selection of incidental baked goods for consumption either on- or off-site, but is not otherwise a "Bakery" or "Restaurant", as defined herein, and does not have a liquor license.

Second: the following term shall be added to **Section 313.03 Uses permitted by right**, being numbered "6.", with subsequent terms being renumbered in order, from "7." to "32." --

6. Coffee House/Café

Proposed Amendments to existing Zoning Ordinance (underlined):

Section 505.07 Prohibited Signs.

The purpose of prohibiting the following signage is to address the community's substantial public safety and welfare concerns, including aesthetic concerns and protecting property values, associated with certain types of signage. In addition to signs prohibited elsewhere in this code or by applicable state or federal law, the following signs are prohibited:

(a) General prohibitions.

1. Signs that violate any state or federal law relating to outdoor advertising or in violation of this code.
2. Signs attached to natural vegetation.
3. Signs simulating, or which are likely to be confused with, a traffic control sign or any other sign displayed by a public authority.
4. Vehicle or trailer signs, defined as any sign attached to or displayed on a vehicle, if the vehicle or trailer is used for the primary purpose of advertising a business establishment, product, service, or activity and it fails to display current license plates, inspection sticker, or municipal decal; if the vehicle is inoperable; if evidence of paid-to-date local taxes cannot be made available; or if the sign alters the standard design of such vehicle or trailer.
5. Animated signs, except where animated sign features as part of an electronic message display are expressly permitted.
6. Flashing signs or other signs displaying flashing, scrolling, or intermittent lights or lights of changing degrees of intensity, except where flashing features as part of an electronic message display are expressly permitted.
7. Beacons.

(b) Prohibitions based on materials.

1. Signs consisting of illuminated tubing or strings of lights outlining property lines or open sales areas, rooflines, doors, windows, or wall edges of any building, except for temporary decorations not to exceed three (3) months per year.
2. Signs that emit smoke, flame, scent, mist, aerosol, liquid, or gas.
3. Signs that emit sound.
4. Neon signs, except in windows where permitted in a district.

(c) Prohibitions based on location.

1. Off-premises signs, unless specifically permitted by this chapter.
2. Signs erected on public land other than those approved by the Zoning Officer in writing, required by law without such approval, or permitted under West Virginia law. Any sign not so authorized is subject to immediate removal by the City, with the costs charged to the owner or person having control of such sign, with payment due within thirty (30) days of notice of charges. Removal of the sign under this provision does not preclude prosecution of the person responsible for the sign.
3. Roof signs. Signs on the roof surface or extending above the roofline of a building or its parapet wall.
4. Any sign located in the vision triangle formed by any two (2) or more intersecting streets or any street and alley.
5. Window signs with an aggregate area on a window or door in excess of twenty-five

Municipal Fee Option Overview 4/3/2023

Budgeted Costs

Streets and Highways	\$	482,447
Street Lights	\$	64,800
Signs and Signal	\$	9,900
Snow Removal	\$	15,000
Street Construction	\$	110,000
Street Cleaning	\$	15,000
Sidewalks	\$	12,500
<i>Subtotal</i>	\$	709,647

Fire Department	\$	478,534
Fire Hydrants	\$	75,000
Volunteer Fire Department Budget	\$	100,000
Additional First Due Budget/Personnel	\$	300,000
<i>Subtotal</i>	\$	953,534

Police Department	\$	466,160
Communication Center/Central Dispatch	\$	39,600
<i>Subtotal</i>	\$	505,760

Total \$ 2,168,941

Annual Revenue Sources

Property Taxes	\$	441,000.00	\$	441,000.00
Excise Taxes	\$	320,000.00		
B&O Taxes	\$	475,000.00	\$	475,000.00
Sales Taxes	\$	595,000.00		
Municipal Service Fees	\$	282,000.00	\$	282,000.00
Other	\$	291,650.00		
Totals	\$	2,404,650.00	\$	1,198,000.00

Projected Municipal Fee Rates--Full Service

	Streets	Fire	Police	Annual	Monthly	Annual Rev
Commercial	\$ 690	\$ 279	\$ 492	\$ 1,461	\$ 122	\$ 283,424
Non-Resident	\$ 376	\$ 157	\$ 268	\$ 801	\$ 67	\$ 647,599
Homeowner	\$ 251	\$ 157	\$ 179	\$ 587	\$ 49	\$ 635,324
First Due Residential		\$ 235		\$ 235	\$ 20	\$ 476,921
First Due Commercial		\$ 419		\$ 419	\$ 35	\$ 125,673
						\$ 2,168,941

Projected Municipal Fee Rates--B&O Tax Reduction

	Streets	Fire	Police	Annual	Monthly	Annual Rev
Commercial	\$ 209	\$ 281	\$ 149	\$ 640	\$ 53	\$ 124,160
Non-Resident	\$ 98	\$ 132	\$ 70	\$ 300	\$ 25	\$ 242,400
Homeowner	\$ 65	\$ 88	\$ 47	\$ 200	\$ 17	\$ 216,600
					<i>Subtotal</i>	<i>\$ 583,160</i>
First Due Residential		\$ 88		\$ 88	\$ 7	\$ 178,139
First Due Commercial		\$ 422		\$ 422	\$ 35	\$ 126,614
					<i>Subtotal</i>	<i>\$ 304,752</i>
					Total	\$ 887,912

Projected Municipal Fee Rates--Raised for Inflation

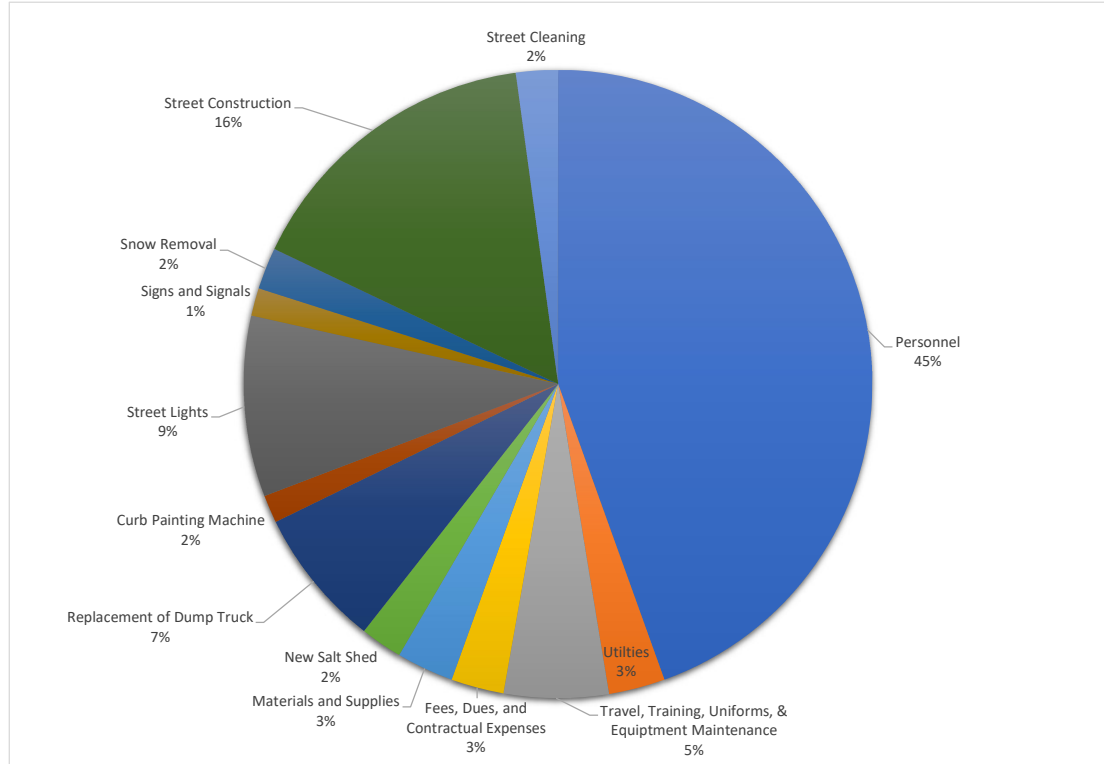
	Streets	Fire	Police	Annual	Monthly	Annual Rev
Commercial	\$ 98.16	\$ 131.89	\$ 69.95	\$ 300.00	\$ 25.00	\$ 58,200.00
Non-Resident	\$ 57.26	\$ 76.94	\$ 40.81	\$ 175.00	\$ 14.58	\$ 141,400.00
Homeowner	\$ 40.90	\$ 54.95	\$ 29.15	\$ 125.00	\$ 10.42	\$ 135,375.00
					<i>Subtotal</i>	<i>\$ 334,975</i>
First Due Residential		\$ 82.43		\$ 82.43	\$ 6.87	\$ 167,004.88
First Due Commercial		\$ 197.83		\$ 197.83	\$ 16.49	\$ 59,350.20
					<i>Subtotal</i>	<i>\$ 304,752</i>
					Total	\$ 639,727

Projected Municipal Fee Rates--Status Quo

	Streets	Fire	Police	Annual	Monthly	Annual Rev
Commercial	\$ 89.98	\$ 120.90	\$ 64.13	\$ 275.00	\$ 22.92	\$ 53,350.00
Non-Resident	\$ 49.08	\$ 65.94	\$ 34.98	\$ 150.00	\$ 12.50	\$ 121,200.00
Homeowner	\$ 32.72	\$ 43.96	\$ 23.32	\$ 100.00	\$ 8.33	\$ 108,300.00
					<i>Subtotal</i>	<i>\$ 282,850</i>
First Due Residential		\$ 65.94		\$ 65.94	\$ 5.50	\$ 133,603.90
First Due Commercial		\$ 181.35		\$ 181.35	\$ 15.11	\$ 54,404.35
					<i>Subtotal</i>	<i>\$ 188,008.26</i>
					Total	\$ 470,858

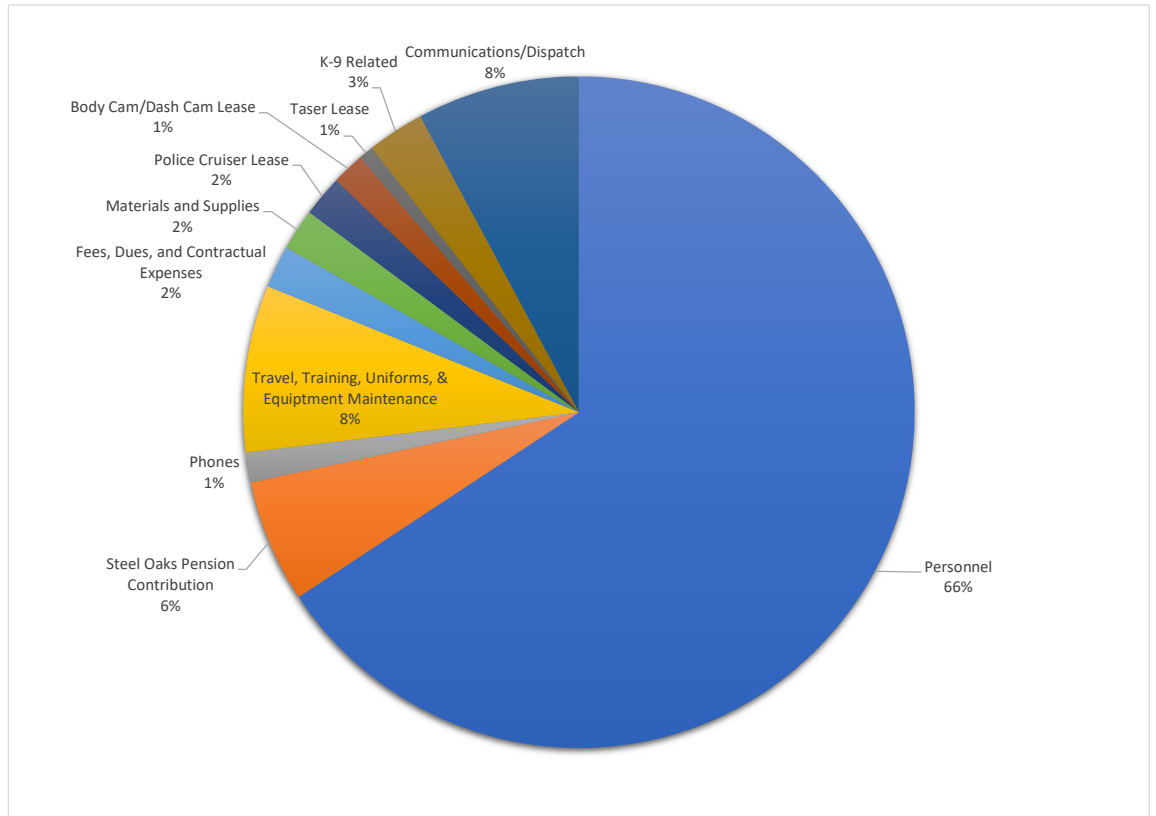
FY2024 Street Department and Related Costs

Personnel	\$ 310,247.00
Utilities	\$ 20,200.00
Travel, Training, Uniforms, & Equipment Maintenance	\$ 37,500.00
Fees, Dues, and Contractual Expenses	\$ 19,000.00
Materials and Supplies	\$ 20,500.00
New Salt Shed	\$ 15,000.00
Replacement of Dump Truck	\$ 50,000.00
Curb Painting Machine	\$ 10,000.00
Street Lights	\$ 64,800.00
Signs and Signals	\$ 9,900.00
Snow Removal	\$ 15,000.00
Street Construction	\$ 110,000.00
Street Cleaning	\$ 15,000.00
Total	\$ 697,147.00



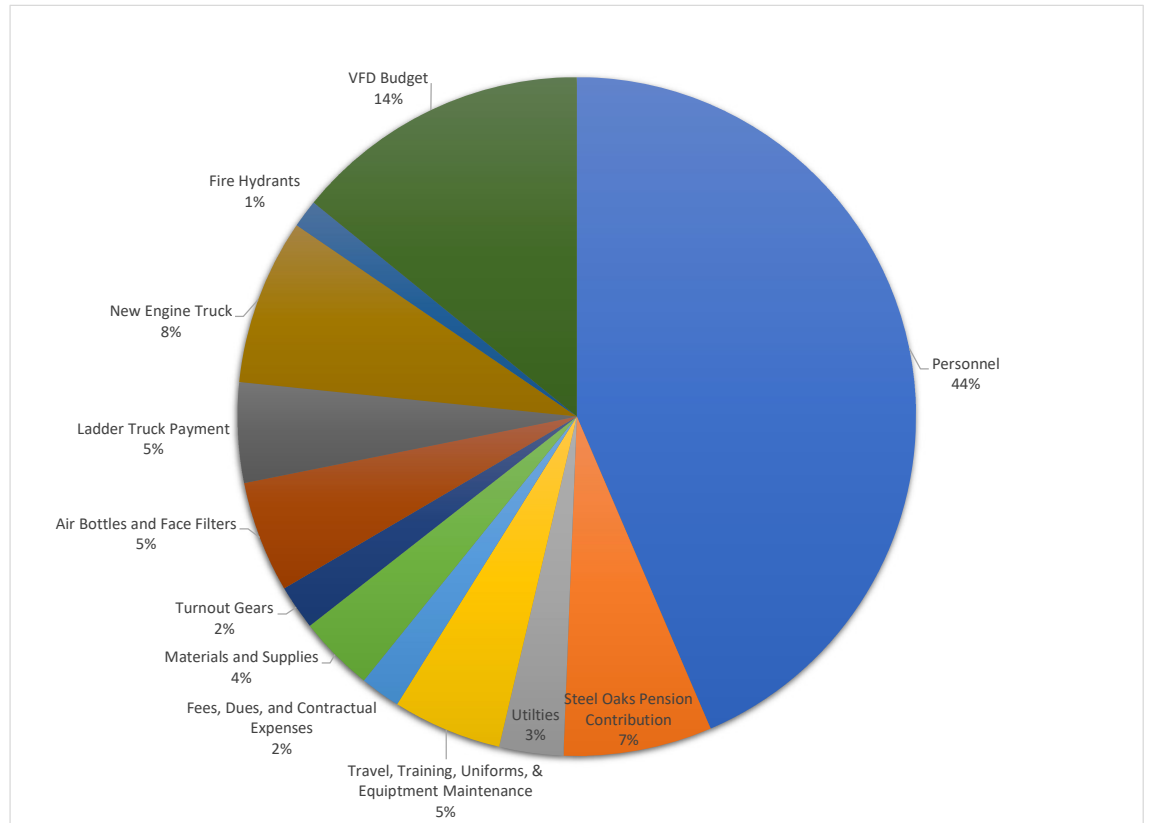
FY2024 Police Department and Related Costs

Personnel	\$ 332,390.00
Steel Oaks Pension Contribution	\$ 30,000.00
Phones	\$ 7,200.00
Travel, Training, Uniforms, & Equipment Maintenance	\$ 40,700.00
Fees, Dues, and Contractual Expenses	\$ 10,250.00
Materials and Supplies	\$ 10,100.00
Police Cruiser Lease	\$ 10,020.00
Body Cam/Dash Cam Lease	\$ 8,000.00
Taser Lease	\$ 3,500.00
K-9 Related	\$ 14,000.00
Communications/Dispatch	\$ 39,600.00
Total	\$ 505,760.00



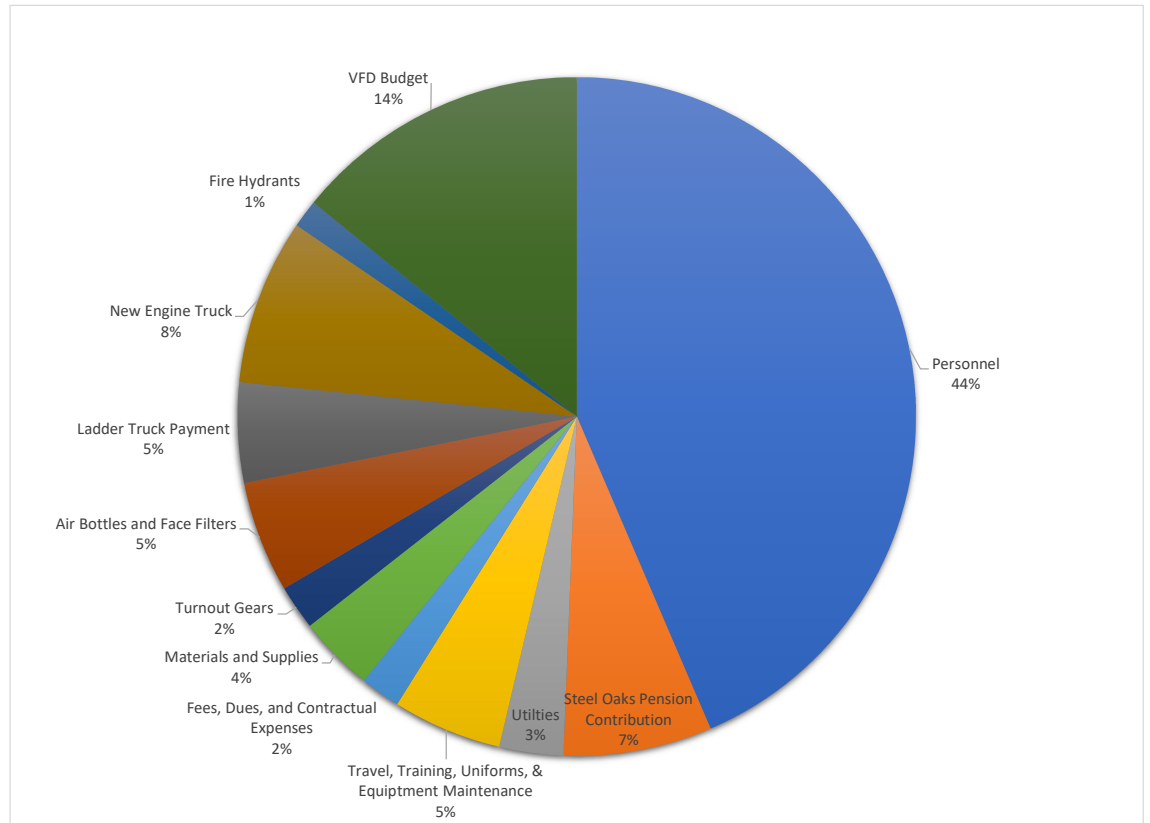
FY2024 Fire Department and Related Costs

Personnel	\$ 246,545.00
Steel Oaks Pension Contribution	\$ 40,000.00
Utilities	\$ 17,250.00
Travel, Training, Uniforms, & Equipment Maintenance	\$ 29,500.00
Fees, Dues, and Contractual Expenses	\$ 10,900.00
Materials and Supplies	\$ 20,500.00
Turnout Gears	\$ 12,000.00
Air Bottles and Face Filters	\$ 30,000.00
Ladder Truck Payment	\$ 27,022.00
New Engine Truck	\$ 44,817.00
Fire Hydrants	\$ 7,500.00
VFD Budget	\$ 80,000.00
Total	\$ 566,034.00



FY2024 Fire Department and Related Costs

Personnel	\$ 246,545.00
Steel Oaks Pension Contribution	\$ 40,000.00
Utilities	\$ 17,250.00
Travel, Training, Uniforms, & Equipment Maintenance	\$ 29,500.00
Fees, Dues, and Contractual Expenses	\$ 10,900.00
Materials and Supplies	\$ 20,500.00
Turnout Gears	\$ 12,000.00
Air Bottles and Face Filters	\$ 30,000.00
Ladder Truck Payment	\$ 27,022.00
New Engine Truck	\$ 44,817.00
Fire Hydrants	\$ 7,500.00
VFD Budget	\$ 80,000.00
Total	\$ 566,034.00



Adoption of Financial Policy and Associated Procedures for Handling and Administering City Finances

Whereas, the City of Weston deems it necessary to institute a financial policy and associated procedures with handling city finances and the administration of such finances;

Whereas, the City of Weston currently utilizes steps to ensure the proper handling and administration of city finances;

Whereas, City Council now finds the need to provide a written policy to guide the proper handling and administration of city finances;

Now, therefore, the City Council hereby adopts the attached financial policy.

Furthermore, the City Council now institutes the following rules for the upkeep, safeguarding, continued use, and review of said financial policy:

- 1) The financial policy shall be kept with other city records under the custody of the City Clerk;
- 2) The financial policy shall be made available for inspection by members of the public in the same manner as other city ordinances;
- 3) The financial policy shall be reviewed by the City Finance Manager after each city audit and the City Finance Manager shall provide City Council with any proposed changes or alterations;
- 4) Changes can be, ultimately, be made at any time at the discretion of Council;
- 5) Before any changes are made to the financial policy, the City Council shall approve such changes by a majority vote of City Council;
- 6) The financial policy shall always have rules for procurement of goods/services, for rules regarding use of purchase cards, accounts payable, accounts receivable, segregation of duties, and a capitalization policy
- 7) Pursuant to Weston City Charter Section 20(3), it shall be the duty of the City Manager, in conjunction with the City Finance Manager, to uphold the financial policy to the greatest extent practical

If a court of competent jurisdiction finds any portion of this ordinance to be unconstitutional, or otherwise defective, then the remaining portions of the ordinance shall remain in full force.

First Reading: _____

Second Reading: _____

Kim Harrison-Edwards, Mayor

Judy Piercy, City Clerk

City of Weston Financial Procedures and Policies

Invoice Processing

- Invoices are received and coded first by the department head of the relevant department, before being forwarded to the administrative assistant.
- Invoices are put into **Pending** folder for City Manager approval.
- City Manager reviews all invoices and approves for payment. City Manager also reviews codes with administrative assistant for financial tracking.
- Approved invoices are put into **Invoices to be Paid** folder for payment.
- Assistant Finance Director or Finance Manager prepares appropriate payment type (check, ACH, other) and submits them for final distribution to the City Clerk each Friday.
- All invoices paperwork is filed alphabetically by vendor in financial filing cabinet. Each year, files are moved out to storage and stored per the Document Retention Policy.

Cash/Check Processing and Deposits

- Cash/Checks are received and processed by a city staff member (Administrative Assistant).
- Cash deposits are prepared with a paper deposit slip and taken to the Assistant Finance Director or the Finance Manager for taking to the bank.
- Check deposits are prepared by the Administrative Assistant and then transferred to the Assistant Finance Director or the Finance Manager for final deposit. All checks should be deposited on site using Remote Deposit Capture machine.
- Checks which have been deposited remotely should be stamped "scanned," and stored with the deposit receipt they correspond to, and retained according to the applicable financial institution's retention policy, or the City of Weston's document retention policy, whichever is greater.
- Deposit Receipt is always attached to paperwork and coded for financial tracking.
- Payments made against invoiced amounts and against B&O taxes will be processed by the Administrative Assistant.
- Payments against non-invoiced amounts (with the exception of B&O taxes) will be brought to the Assistant Finance Director or the Finance Manager for revenue line coding and deposit preparation. Deposits can then be completed by remote capture/by written deposit

- All cash and checks should be deposited on day they are received in office. Only in special circumstances should cash/checks be stored in office. When this occurs, all open deposits are to be locked in a safe and secure place.

Credit Card Processing

- The Administrative Assistant will process all credit card payments on invoiced amounts when the card is presented in person.
- No less than semimonthly, the Administrative Assistant will reconcile online Credit Card or ACH Payments in the bookkeeping software.

Bank Statement Reconciliation

- Bank Statements are downloaded monthly by the City Manager or received by any city staff.
- City Clerk reviews and reconciles the bank statements against financial software and informs the Assistant Finance Director and/or Finance Manager of any discrepancies.
- Assistant Finance Director and/or Finance Manager researches and work to address and resolve any discrepancies.
- After the reconciliation is complete, the reconciliation summary should be printed, attached to a printed copy of the bank statement This packet can then be filed in a binder for bank reconciliations.
- City council, reviews each reconciled bank statement as part of their monthly meeting and approves the review.

Capitalization Policy

- All acquisitions of property and equipment donated or purchased with an individual value of \$5,000 or more and a useful life of two years or more will be capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair market value at the date of the donation.

Check Writing Policy

- Checks will be written weekly, or as needed by either the Assistant Finance Director or the Finance Manager.
- In special circumstances that require immediate payment when the Assistant Finance Director or Finance Manager are unavailable the City Manager can produce and print checks. (Documentation is considered pending until the Finance Manager reviews and confirms)

- All checks require the signature of the City Clerk (or the City Manager when the City Clerk is unavailable) and the signature of the Mayor (or Vice Mayor, when the Mayor is unavailable).
- All check stubs are to be filed with invoices and paperwork for backup information.

Payroll

- Each employee will fill out and sign their timesheet that has been provided by the Finance Department.
- Each Department head will review their own departments time sheets before forwarding them to the Assistant Finance Director or the Finance Manager
- Payroll, withholding, and related expenses will be processed by the Assistant Finance Director or the Finance Manager.
- Before final disbursement, the Assistant Finance Director or Finance Manager will review the planned payroll schedule with the City Manager.

Petty Cash

- Petty cash in the amount of \$250 will be kept by the Administrative Assistant for the primary purpose of making change for citizens.
- Purchases may be made using Petty Cash funds, only if an itemized receipt and exact change is returned to the Petty Cash drawer.
- Cash being removed from the Petty Cash Drawer for the purpose of making a purchase must be recorded in the Petty Cash Log.
- The petty cash fund will be counted daily and reconciled weekly.

Personal Loans

- Personal loans and cash advances to any staff member, including the City Manager, are strictly prohibited.

Budgeting and Reporting

- The City Manager and Finance Manager will prepare an annual budget that will be approved by the City Council and forwarded to the State Auditor's office for approval.
- Expenses will be compared with the budget on a monthly basis. This report will be reviewed by the City Council monthly at the regularly scheduled council meeting.

- Budget revisions shall be conducted in advance of an overage of a subaccount of the budget per the State Auditor's Office's requirements.

Accounting System

- The agency will use QuickBooks financial software to keep complete books for the organization. The software will be accessible on site at the city building, and backed up remotely.
- All transactions entered into QuickBooks will be supported by proper documentation filed as described in these policies.

Outside Assistance

- Outside Assistance, such as a CPA Firm, may be contracted for such purposes as, but not limited to: making adjusting entries to accrued expenses, maintaining capitalized accounts and depreciation schedule, working through particular problems as needed. This outside assistance shall not exceed \$5000 per annum unless otherwise authorized by Council.
- Outside assistance, such as a payroll processing firm, may be contracted for such purposes as, but not limited to: payroll processing, including tax and liability processing. Any outside assistance estimated to incur costs over \$5000 per annum shall be authorized by Council.

Purchasing Cards

- The Finance Manager or someone designated by the Finance Manager shall be the P-Card Coordinator
- When a payment is made with a Purchasing Card (P-Card) all state protocols must be followed.
- A receipt or other documentation for the purchase should be given to the Assistant Finance Director of the Finance Manager in a timely manner.
- The Assistant Finance Director or the Finance Manager should record these purchases in the bookkeeping software in a timely manner - usually a week before the payment is due so that we can authorize payment with everything accounted is my suggestion)
- When statements arrive, they will be processed like any other invoice.

Procurement Policy

- The City Clerk shall be the chief Procurement officer.

- When supplies of a general nature are needed (e.g., office or janitorial supplies), the need should be communicated to, and approved by, the relevant department supervisor. That department supervisor, after considering their department's budget, should then communicate their need to the City Clerk.
- When supplies of a technical nature, costing less than \$750 per unit (e.g., nuts, bolts, pipe), are needed, the need should be communicated to the relevant department supervisor. That department supervisor, after considering their department's budget, may then procure the supplies using their P-Card.
- When supplies of a technical nature, costing more than \$750 per unit (e.g., police cruisers, asphalt, gravel), are needed, the need should be communicated to the relevant department supervisor. That department supervisor, after considering their department's budget, should request a Purchase Order (PO) number to be assigned to the need by the City Clerk. After a PO number has been assigned, the purchase may be made, with an itemized invoice being delivered to the city.
- Additionally, those guidelines laid out in *West Virginia Purchasing Division Procedures Handbook, July 1, 2020*, or newer edition if available, should be considered salutary guidance, and followed when applicable.
- Weston City Council has set forth the following delegated spending thresholds:
 - Purchases \$5,000 and Less:** Competitive bids are not required but are encouraged when possible
 - Purchases \$5,000.01 to \$25,000:** A minimum of three written quotations are required, when possible, and the lowest bid meeting specifications must be taken before council for final approval. All bids must be present in the file.
 - Purchases \$25,000 and up:** A minimum of three written bids are required, and must be acquired through a competitive bid process, as defined by the State of West Virginia, and must be finally approved by the city council.
- When written bids are needed, a Request for Proposals (RFP) or Request for Quotations (RFQ) may be prepared by the relevant department(s) and the City Clerk, and distributed by the City Clerk.
- When considering verbal and written bids, preference may be given to vendors located within the city limits of Weston provided that that vendor's bid is within 5% of what would otherwise be the lowest bid. After preference for businesses within city limits is considered, preference for businesses within Lewis County may be considered, with the same parameters.

Record Retention

Financial records shall be maintained for 10 years, and then discarded, provided that an external audit has already been completed.

Internal Controls Chart

This chart is for informational and summary purposes only. When a conflict is found between his chart and the policy, the policy should be followed.

<p>City Manager -Approves all invoices and payments -May sign checks -May print checks if needed -Works with Finance Manager to prepare annual budget</p>	<p>City Clerk -May sign checks -Reconciles monthly bank statements -Acts as chief procurement officer</p>	<p>Administrative Assistant -May receive mail -May receive payments and prepares deposit -May receives and posts all non-invoiced deposits and transactions into financial software</p>
<p>Finance Manager -P-Card Coordinator -May prepare all payments -May print checks -May finalize and make deposits. -Work with the City Manager to prepare the annual budget. -May sign checks -Receives, enters, and tracks P-Card receipts.</p>	<p>Assistant Finance Director -May prepare all payments -May print checks -May finalize and make deposits. -Receives, enters, and tracks P-Card receipts.</p>	<p>Outside Assistance -Maintains depreciation schedule -Makes adjusting entries when needed. -Payroll Processing</p>
<p>Mayor -May sign checks</p>	<p>Vice Mayor -May sign checks</p>	<p>Department Heads -Reviews timesheets of their own department -Codes all invoices for financial entry</p>

CITY OF WESTON PURCHASING CARD POLICIES AND PROCEDURES

December 2022

City of Weston

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Section 1.0: Introduction

The Purchasing Card (P-Card) is the preferred method of payment providing an efficient and effective process for the payment of expenditures incurred by Local Government Entities. The P-Card effectively decreases program costs and offers increased control and monitoring of payments. An effective P-Card Program will also reduce the paperwork and time associated with the payment processing function.

1.1 Overview

The Local Government P-Card Program was created and implemented in 2008 by West Virginia Code, §6-9-2a, and is governed by Legislative Rule, 155 CSR 6. The State Auditor's Office Local Government P-Card Division serves as the Program Administrator for the Local Government P-Card Program. Local Government entities subject to the auspices of the State Auditor's Chief Inspector are eligible to participate in the program.

The governing body of the *Local Governmental Entity* is responsible for managing the program and each administrative organizational unit is responsible for managing its **Cardholder's** accounts.

1.2 Policy Adoption

Officials of each *Local Governmental Entity* are responsible for establishing, maintaining and enforcing Local P-Card Policies and Procedures. This Manual establishes minimum standards for the use of the State of West Virginia Local Government P-Card and may serve as a framework for local officials to fulfill that responsibility. Individual transaction limits and credit limits shall be determined by each Entity **P-Card Coordinator** upon approval by the State **Auditor's Office** Local Government P-Card Division.

It is the Entity's coordinators and cardholders responsibility to be knowledgeable of and to follow all P-Card policies and procedures, as well as all applicable purchasing laws and guidelines. Other members of Entity staff with reviewing and approving responsibilities (entity officials, finance manager, department heads, directors, managers, supervisors, etc.) should also be knowledgeable of program requirements.

The P-Card is a method of payment and should not be considered a substitute for proper procurement procedures. Each Entity should develop and document appropriate internal control procedures to ensure proper oversight and that P-Card usage is consistent with this manual, and to develop guidelines for distribution to cardholders. In those cases where it has been determined that Entity controls are not adequate, the **Auditor's Office** Local Government P-Card Division has the authority to request procedural improvements and/or place the card restrictions on the Entity until such controls are established, documented and implemented.

Participation in the P-Card Program may be revoked if an entity fails to institute and enforce policies and procedures related to the program.

1.3 Definitions

Auditor's Office - West Virginia State Auditor's Office.

Cardholder - Employee (or non-employee) whose name appears on the Purchasing Card and is accountable for all charges made with that card.

Cardholder Account Number - The individual account number assigned to each Entity payment account.

Cardholder Agreement Form - A form signed by the cardholder that acknowledges that the cardholder has had adequate training, understands the *P-Card Policies and Procedures*, and accepts responsibility for compliance with all policies and procedures.

Card Verifier - Employee(s) within the organization responsible for verifying that all charges against the Cardholder's account are backed up by supporting documentation and appropriate for the operations of the Entity. Frequently they will document this review and approval by signing the weekly or monthly log sheet of the employee.

City Finance Manager - The individual responsible for oversight of the financial activity within a spending unit.

Disputed Item - Any transaction that was not authorized by the individual cardholder.

Entity Officials - The elected body or appointed governing board of an Entity.

Electronic Signature - An electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. (See West Virginia Code §39A-1-2(8)).

Financial Institution - The organization that has contracted with the Auditor's Office to administer certain aspects of the Local P-Card Program.

Fraud - is a deception deliberately practiced in order to secure unfair or unlawful gain.

Goods - Materials, supplies, commodities, equipment, and any other articles or items used by or furnished to an Entity.

Hospitality - Food, nonalcoholic beverages, and related expenses for the reception of guests by an Entity for a specific event or function relating to conducting Entity business.

Individual Statement - A listing of transactions available monthly to the cardholder indicating all activity on an individual P-Card.

LG P-Card Account Administration Worksheet - A file that initiates the P-Card issuance process, account maintenance, new billing accounts and coordinator changes.

Local Governmental Entity - means any unit of local government within the State subject to the auspices of the Chief Inspector, including a county, county board of education, municipality, and any other authority, board, commission, district, office, public authority, public corporation, or other instrumentality of a county, county board of education, or municipality or any combination of two or more local governments.

Master Billing Account Number - The master account number assigned to each Entity for billing purposes.

Master Statement - A list of transactions available monthly to the Entity P-Card Coordinator indicating all activity on each individual P-Card that rolls up to that Entity's master account number.

Non-Employee – an individual who is not employed with the entity but performs functions for the local government for which they are issued a P-Card.

Official Use - Payments made by a cardholder on behalf of the Entity as permitted by law and P-Card Policies and Procedures.

P-Card Coordinator - The City Finance Manager or individual designated by each Entity to administer the P-Card Program within the Entity or an account of the Entity.

P-Card Delegation - The practice of allowing an individual other than the cardholder whose name appears on the front of the P-Card to have access to the P-Card or P-Card number to initiate or complete a transaction.

Program Administrator – The Director of the Local Government P-Card Program in the State Auditor's Office Local Government P-Card Division.

Purchasing Card (P-Card) - A payment account issued in the name of an individual employee of the Local Government Entity or non-employee for official use.

Receipt - An itemized document indicating the vendor, the price per item, and the total amount charged in a transaction.

Spending Unit – All local governments within the state, including a county, county board of education, municipality, and any other authority, board, commission, district, office, public authority, public corporation, or other instrumentality of a county, county board of education, or municipality or any combination of two or more local governments except those statutorily exempted.

Transaction –The payment for goods and services and other items.

Transaction Limit - The maximum dollar amount permitted in any single transaction.

Vendor - The supplier of goods or services to a Local Government Entity.

1.4 Training

The State Auditor's Office Local Government P-Card Division shall provide training to all cardholders and program coordinators. Training may be in person, or in a format approved by the State Auditor's Office Local Government P-Card Division.

All Entity Program Coordinators shall receive training/education designed and approved by the State Auditor's Office Local Government P-Card Division within thirty (30) days of assuming the duties of the position. Designated training/education may be required annually. P-Card Program Coordinators who successfully complete all applicable designated Coordinator training are not required to undergo any required Cardholder training.

Effective July 1, 2019, Entity employees who will be issued and/or use a P-Card must have successfully completed a training session specifically designed for new cardholders. All current cardholders should complete refresher training before their P-Card is reissued. Training on specific Entity purchasing policies and guidelines will be provided by the Entity.

Section 2.0: P-Card Issuance and Maintenance Procedures

2.1 Designation of a P-Card Coordinator

The city's Finance Manager or his or her designee shall serve as the spending unit P-Card Coordinator. P-Card Coordinator(s) are specified by a representative of the **Entity Officials through the preparation of the LG P-Card Account Administration Worksheet** which must be submitted to the **State Auditor's Office.** Additionally, **Entity Officials** (or a representative) should designate an individual to act as a backup **P-Card Coordinator** in the event the primary Coordinator is unavailable to perform his or her duties. An Entity may have multiple **P-Card Coordinators** or P-Card sub-Coordinators who may be delegated some or all of the coordinator's responsibilities. Sub-Coordinators may be appointed by the Entity Officials (or a representative) or the **P-Card Coordinator.** **P-Card Coordinators** and sub-coordinators must complete State Auditor's Office training within 30 days of assuming responsibilities.

The designated individual(s) shall be responsible for the administration and oversight of the Entity's P-Card internal control system, which includes the appropriate accounting of transactions and ensuring P-Card use is for valid government purposes.

2.2 Obtaining a P-Card

P-Cards are issued at the request of the Entity **P-Card Coordinator.** **Cardholders** should be full-time employees of the Entity. Cardholders must sign a *Cardholder Agreement* (Exhibit A). If an individual is a **Non-Employee** of the Entity they must still sign a *Cardholder Agreement.* P-Cards will not be issued by the **State Auditor's Office** without a signed *Cardholder Agreement.* The Entity **P-Card Coordinator** is required to maintain a copy of the *Cardholder Agreement* Form.

The **P-Card Coordinator** is responsible for assigning the credit and transaction limits as well as any other applicable restrictions for use of the P-Card. The coordinator can assign this through the financial institution's electronic platform or by emailing the appropriate section of the **LG P-Card Administration Worksheet** to our global email address (wvlgPcard.gov).

All new applicants are required to complete **State Auditor's Office** training before P-Cards will be issued.

2.3 P-Card Activation

P-Cards are generally mailed to the P-Card Coordinator. Upon receipt, the coordinator should provide it to the cardholder. **Cardholders** are responsible for activating their own cards upon receipt and assigning a personal identification number (PIN) to their card.

2.4 P-Card Account Maintenance

P-Card Coordinators are responsible for performing card maintenance via the applicable provider platform. The **State Auditor's Office** is required to electronically approve certain account maintenance changes. Alternatively, **P-Card Coordinators** may utilize the **LG P-Card Administration Worksheet** or email our office for maintenance items.

2.5 Card Security

It is the **Cardholder's** responsibility to safeguard the P-Card and P-Card account number at all times. P-Cards must be kept in a secure location and should only be used to process transactions by the respective **Cardholder**. In order to prevent exposure to fraud, the full P-Card account number should not be recorded electronically or on paper. All cardholders are required to sign the back of their P-Card upon receipt.

P-Card delegation is prohibited. P-Card delegation is the practice of allowing an individual, other than the cardholder whose name appears on the front of the P-Card, to have access to the P-Card or P-Card number to initiate or complete a transaction. P-Card delegation increases the risk of fraud and cardholder liability.

If a Cardholder becomes aware of a charge to their P-Card that is potentially fraudulent in nature they must notify their **Card Verifier** and the **P-Card Coordinator** **immediately**. Representatives of the Entity shall report all aforementioned instances to the **State Auditor's Office** Local Government P-Card Division **immediately**.

With the exception of ghost accounts, fleet cards, and certain other accounts, P-Cards are issued in an individual's name. Only the individual named on the P-Card is authorized to use it. P-Cards can be issued in the name of the Entity upon approval by the **State Auditor's Office** Local Government P-Card Division. These department cards shall have proper controls in place as to access and use and should be limited to specific users designated by department heads. All users of a department card are still required to sign a *Cardholder Agreement Form*. All *Cardholder Agreement Forms* for department cards must be submitted to the **State Auditor's Office** Local Government P-Card Division to be kept on file. Documentation should clearly establish the individual responsible for the purchase. A *Shared Purchasing Card Log Sheet* (Exhibit B) must be kept to properly document who had access to the card, the date and vendor of every purchase the employee/non-employee made, as well as when the card was returned.

Immediately report lost or stolen P-Cards to the **Financial Institution** and the **Entity P-Card Coordinator** within 24 hours to limit cardholder liability.

P-Cards must be cancelled **immediately** upon termination of or separation from employment. The **P-Card Coordinator** is responsible for ensuring that the P-Card is destroyed and that a *Local Government Card Maintenance Form* (electronic form at *State Auditors Website*) is completed and submitted to the **State**

Auditor's Office Local Government P-Card Division or that the account is terminated by the coordinator via the processing bank's electronic portal.

Section 3.0: Using the P-Card

3.1 General Instructions

The P-Card is a preferred method of payment for certain designated transactions or dollar amounts, when no additional processing fee will be incurred by using the P-Card. All applicable laws, rules and regulations, P-Card Policies and Procedures, and other governing instruments must be followed, regardless of the method of payment.

The P-Card may be used to make payments for goods, services, and travel that are not prohibited by P-Card Policies and Procedures, travel policies, or applicable laws, rules or regulations. Personal charges are prohibited. When an ineligible purchase has been made, the procedure laid out in section 3.8 of this handbook should be followed.

3.2 Transaction Limit

Individual transaction limits and credit limits are determined by each Entity **P-Card Coordinator** upon approval by the **State Auditor's Office** Local Government P-Card Division. It is a violation of policy to manipulate the ordering, billing, or payment process in order to circumvent established cardholder limits.

3.3 Ordering

Payments may be made with the P-Card by phone, fax, mail, secured internet site, or in person. When paying by telephone, fax, mail, or internet, the vendor should be provided with a complete shipping address.

Shipping and handling charges must be included in the stated price and the total charge may not exceed the cardholder's assigned transaction limit.

3.4 Tax Exempt Status and Disputed Charges

Local Government Entities are tax exempt for sales tax and hotel/motel tax and should not pay tax to in-state vendors. Cardholders should remind vendors that the Entity is tax exempt before initiating a transaction.

The words "Tax Exempt" and the Entity's tax identification number are printed on the P-Card.

The cardholder may be required to provide the vendor with a copy of the Entity's tax-exempt certificate.

It is the cardholder's responsibility to ensure charge accuracy. Sales tax, incorrect shipping charges or other invalid charges to the card should be addressed immediately with the vendor by the cardholder. If the situation is not adequately addressed by the vendor, the cardholder should initiate a dispute by calling the West Virginia State Auditor's office and following instructions.

3.5 Convenience Fees and Surcharges/Checkout Fees

Convenience Fees and Surcharges should be avoided whenever possible

3.6 Travel

The following types of travel expenses are eligible to be paid with a P-Card.

1. Conference Registration Fees
2. Lodging Fees
3. Taxi or other Transportations Fees (i.e. Uber; Bus; Subway)
4. Parking
5. Airline Tickets
6. Rental Cars
7. Meals
8. Fuel for City vehicles

Total travel related daily P-Card spending for transportation, parking, and meals, should not exceed the federally recommended per diem for the relevant location. For more information, visit gsa.gov/travel/plan-book/per-diem-rates

3.7 Hospitality

Hospitality expenses are the provision of food, beverages, activities, or events for the purpose of promoting the local government. Specific documentation requirements exist for hospitality expenditures and that documentation must remain consistent regardless of the method of payment. In addition to other documentation requirements, each hospitality event/function must be supported by an itemized receipt/invoice and a sign-in sheet (by first and last name) of function attendees. Hospitality documentation should be retained for inspection.

3.8 Usage Restrictions

The P-Card can only be utilized for government related purposes. West Virginia Code §11-8-26 states in part that "a local fiscal body shall not expend money or incur obligations for an unauthorized purpose". Furthermore, WV Code §6-9-2(c) stipulates that it is unlawful for any person to use a local purchasing card in any manner which is contrary to the types of payments authorized by the Auditor and governing policies and procedures. The following types of purchases are not authorized:

1. Cash Advances (unless approved by the State Auditor)
2. Gift Cards or any kind of gift certificate unless pre-approved by the **State Auditor's Office Local Government P-Card Division**. Entities must complete and submit *Authorization for Purchases of Gift Card/ Certificates (Exhibit E)* **PRIOR** to purchase.
3. Purchases that are non-public in nature that would otherwise be considered an unauthorized expenditure (including personal purchases).

4. Personal purchases which are then reimbursed to the Entity.
5. Meals that are not employee overnight travel or meals specifically excluded from taxability under IRS rules and regulations (See IRS Publication 5137 Fringe Benefit Guide) related and/or related to hospitality (as defined in Section 3.7).
6. Returned goods should be credited to the P-Card. Debit cards, gift cards, store credit, or cash are not an acceptable method of receiving funds for returned goods.
7. Any purchase that violates the provisions of The Ethics Act (WV Code §6B-1)
8. Alcoholic Beverages other than for resale

When an ineligible purchase is made by mistake, the purchaser may be given the opportunity to rectify the expense by reimbursing the City for the ineligible expense. Reimbursement should be made by the offending employee in the form of personal check (or similar instrument) made out to the City of Weston. The P-Card Coordinator should prepare a detailed note about the transaction to be kept with the corresponding monthly statement.

Section 4.0: Transaction Documentation, Reconciliation and Review

Cardholders are responsible for the review, acknowledgement or dispute of all transactions that appear on their P-Card statement. Proper documentation (defined in Section 4.1) must be obtained and maintained for each transaction placed on the P-Card and must be maintained for inspection in accordance with record retention guidelines.

4.1 Documentation Requirements

All receipts for P-Card purchases must be detailed and itemized and be present for all charges on the Cardholder's statement. Receipts should show all items purchased, not just a total amount. The same would apply for restaurant receipts. Payment-alone signature receipts will not be considered by the Auditor as proof of the purchase if it is not accompanied by the vendor's itemized receipt.

To document online purchases, the Cardholder should make a copy of the screen that indicates the purchase was paid with a credit card. The screen print should also show the date of the transaction, items purchased, and the total dollar amount. Just like other purchases, on-line purchases must be documented with detailed/itemized receipts.

4.2 Review of Transactions

The P-Card Coordinator within the organization responsible for verifying that all charges against the Cardholder's account are backed up by proper supporting documentation and appropriate for the operations of the Entity.

The **P-Card Coordinator** must document approval through a signature on the Cardholder's monthly statement.

Any suspicious transactions should immediately be brought to the attention of the **P-Card Coordinator** and/or the appropriate management level of the Entity. Any discrepancies must be investigated and resolved. The disposition of each discrepancy must be documented and retained with the supporting documentation and/or statement of account. Cardholders are accountable for all discrepancies.

After all transactions have been reviewed and verified, the **Card Verifier** must forward the supporting documentation and individual account statements to the primary **P-Card Coordinator** who receives the master billing statement.

4.3 Account Coding

The **P-Card Coordinator** is responsible for assuring all expenditures are assigned to their appropriate line item in the Entities general ledger on a monthly basis. Account coding is periodically reviewed by Finance Manager.

Technology is provided for importing of p-card data and default account coding for Cardholder's transactions. Cardholders may have default coding in which purchases are assigned automatically to a specific account. The **P-Card Coordinator** is responsible for periodically reviewing this coding and related charges to ensure the coding is proper.

4.4 Payment Process

Entity Officials are responsible for ensuring that the master billing account is paid in full every month.

The Entity shall remit all P-Card payments directly to the financial institution. The financial institution should receive payments within twenty-five (25) successive, calendar days after the billing cut off on a standard monthly payment cycle.

The Entity is required to pay the balance due regardless of pending credits or disputed transactions. Resolved disputes and credits will be applied to subsequent bank statements or checks will be issued by the financial institution directly to the Entity. If an Entity fails to make required payments in a timely manner, the **State Auditor** may prohibit further participation in the program.

Section 5.0: Fraud, Misuse and Abuse

5.1 Fraud

Fraud is a deception deliberately practiced in order to secure unfair or unlawful gain. For example, fraud occurs when the cardholder's account information has been intentionally utilized for personal gain. Intentional use of the P-Card to make purchases for personal use or non-state business is fraudulent and is prohibited.

If a Cardholder fraudulently uses their P-Card, the following actions could potentially take place, remediation may include any combination of the following:

- P-Card Privileges Revoked
- Termination of Employment
- Legal Action

Instances of unlawful use, possible fraud, misappropriation, or mismanagement with the P-Card shall be reported immediately to the Entity **P-Card Coordinator**. The **P-Card Coordinator** shall report all aforementioned instances to the **State Auditor's Office** Local Government P-Card Division within 24 hours of his or her discovery. Notification of card misuse to the **State Auditor's Office** Local Government P-Card Division is **REQUIRED**, even if the instance was handled internally by Entity Officials.

The potential penalties for the unlawful use of a local purchasing card are outlined in West Virginia Code §6-9-2c, a through d which states the following:

(a) It is unlawful for any person to use a local government purchasing card, issued in accordance with the provisions of section two-a of this article, to make any purchase of goods or services in a manner which is contrary to the provisions of section two-a of this article or the rules promulgated pursuant to that section.

(b) It is unlawful for any person to knowingly or intentionally possess with the intent to use a purchasing card without authorization pursuant to section two-a of this article or the rules promulgated pursuant to that section.

(c) Any person who violates the provisions of this section is guilty of a **felony** and, upon conviction thereof, shall be confined in a state correctional facility not less than one year nor more than five years, or fined no more than \$5,000, or both fined and imprisoned.

(d) A violation of this section may be prosecuted in the county in which the card was issued, unlawfully obtained, fraudulently used, used without authorization, or where any substantial or material element of the offense occurred."

Failure to comply with P-Card Policies and Procedures, rules, and law associated with the Local Government P-Card Program may result in revocation or limitation of P-Card privileges, a period of probation, or mandatory P-Card training in addition to any other discipline deemed necessary or appropriate by the Entity.

5.2 Misuse and Abuse

Misuse/Abuse is the improper, unlawful or incorrect use, compromise or misapplication of the P-Card. Examples include:

- Failure to maintain security protecting your P-Card.
- Paying for items in which the P-Card is not authorized for payment.
- Purchase of authorized goods or services, at terms (e.g. price, quantity) that are excessive.

If a Cardholder misuses their P-Card, the following actions could potentially take place:

- P-Card Privileges Revoked
- Termination of Employment
- Legal Action

Section 6.0: Program Monitoring

6.1 Entity Review

Entity Officials are encouraged to conduct random reviews of transactions within their program. Various reports are available through the financial institution's online management website or through the Local Government P-Card Division. Coordinators should be knowledgeable of the types of transactions appropriate for cardholders within their area of responsibility and review, and have the authority to request documentation for any transaction appearing on a cardholder's account.

6.2 State Auditor's Office Review

The State Auditor's Office may perform a review or examination of the Entity's P-Card Program at any time and issue a report that contains suggestions for improvements to the program. This evaluation may be conducted by the Local Government P-Card Division or the Chief Inspector Division to determine compliance with Local Government P-Card Policies and Procedures. Relevant documentation related to the administration of the Local P-Card Program should be provided upon request.

6.3 Failure to Follow P-Card Policies and Procedures

The State Auditor's Office may limit or revoke P-Card privileges, institute a period of probation or require mandated training for any Entity, if that Entity is found to have violated P-Card policies and procedures and failed to take corrective action.

Section 7.0: Miscellaneous

7.1 Record Retention

The Entity shall maintain all documentation relating to the P-Card Program (cardholder applications, agreements, maintenance forms, training certificates, and transaction support documentation) until a post-audit review has been completed by either the State Auditor's Office Chief Inspector Division or a firm approved by the Chief Inspector. Furthermore, the City of Weston shall maintain these records for ten years as designated by the City of Weston Financial Procedures and Policies handbook..

VACATION BENEFITS (PAID ANNUAL LEAVE)

All permanent full-time employees shall be granted eighty (80) hours of vacation per year after completing twelve (12) months of service with the City. These hours will be credited on the employee's anniversary hire date. [On January 1st after the 1st anniversary, employees shall be prorated at 6.5/10 hours per complete month worked for time worked for the following year.](#) After 2 years of continuous service with the City, full-time employees shall earn one hundred and twenty hours (120) of vacation per year, and those hours will be credited on [the January 1st after the 2-year service anniversary.](#) After 5 years of continuous service with the City, full-time employees shall earn one hundred and sixty hours (160) hours of vacation per year, which is the maximum, and will be credited on [the January 1st after the 5 year service anniversary.](#) Part-time and temporary employees are not eligible for paid annual leave.

[Employees that fulfill critical needs in times of employment shortages, as determined by the Common Council, may submit a request in writing to the Common Council requesting their vacation be paid out due to the lack of coverage for their roles.](#)

[Employees hired prior to October 5, 2022, shall have any vacation time unused or unpaid vacation leave prior to the October 5th employee handbook update credited to them in a separate leave account. This leave shall not accrue any further but may be used in the same manner as other vacation leave. If a balance remains upon the employees end of in employment this leave shall be payable.](#)

Vacation days may not be taken in segments of less than one-half (1/2) day unless approved by your supervisor. Employees must request advance approval for use of vacation days from their supervisor. Requests will be reviewed based on a number of factors, including seniority, department needs and staffing requirements. Employees with accrued, but unused vacation time at the end of the calendar year may be paid up to 40 hours at their regular rate of pay for their unused vacation time or may elect to carry over up to forty hours of unused vacation time into the next calendar year. Any hours over 40 will be forfeited and do not have any cash value.

Employees must put their elections relating to unused vacation time (meaning whether they want a cash payment or to carry over any eligible unused time) in writing and submit their election to the City Manager by December 31 of the calendar year in which the vacation days were accrued.

Unused vacation time [\(except for unused time earned prior to 10/5/2022\)](#) will not be paid to the employee upon separation from employment regardless of whether the City or the employee terminates the employment relationship.

Should an employee require a leave of absence not covered by this or other policies, the employee may submit a request in writing, to the Common Council, for consideration. Similarly, should an employee wish to take more than 80 hours of vacation time consecutively, he/she must seek approval from the Common Council. A leave request form may be obtained from the City Manager.

agency by filing a Request for Assistance (RFA). Should the late payment of wages be a one-time occurrence and the employer has already made arrangements to immediately correct the problem, the situation would not require the filing of a Request for Assistance (RFA).

Are employers required to provide vacation and sick leave benefits to their employees?

No, state law does not require employers to provide any type of employee fringe benefits such as holiday pay, PTO, vacation pay, sick leave, etc. to their employees. However, when an employer chooses to provide such benefits that employer is responsible for establishing a written policy outlining how those benefits are earned and paid.

Are fringe benefits considered as part of final wages? If not, when should I receive payment for those benefits?

Earned fringe benefits that are determined by company policy as being payable directly to the employee are normally payable as final wages. However, if the employer's written policy designates such benefits as being payable at a time other than separation from employment, the benefits would not be payable as final wages but at the time designated within company policy.

Does an employer have the option of changing their fringe benefit policy?

Yes, since state law does not require employers to provide their employees with fringe benefits, they have the right to change, or even discontinue, their existing policies by providing written notice to the affected employees at least one pay period in advance of when the change will occur.

Does a change in policy have any affect on fringe benefits that were earned under the conditions of the previous policy?

Although an employer may change a written policy at any time by providing employees with an advance pay period's notice, the employees must be allowed to exhaust any benefits that were already earned or accrued under the previous policy.

May an employer pay out unused benefits to some employees when they leave the company, but not to others?

Yes, employers have the right to designate within their written policies specific terms and conditions that may restrict the payment of unused benefits to certain employees, while allowing those same benefits to be paid out to others. Should an employer choose to include such provisions in their written policy, the conditions allowing for such differences must be clearly stated and/or defined.

Are sales commissions considered wages?

Although employers have the right to set the terms and conditions for how commissioned sales are earned and paid, once commissions are determined payable to the employee they are considered wages.

May an employer withhold monies from wages without the employee's permission?

BID SHEET
CITY OF WESTON, WV
MOWING OF CITY PROPERTIES AND CODE NON-COMPLIANT PRIVATE LOTS

PRICING VALID THRU December 31, 2023

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

Cemetery Lots (per mowing):

Machepelah Cemetery	\$ <u>2450.00</u>
Arnold Cemetery	\$ <u>600.00</u>
Total	\$ <u>3050.00</u>

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Moran's Lawn Service Phone _____

Address 121 Westfield Rd Junction WV

Name and Title of Agent Adam Moran Owner

Signature of Authorized Agent [Signature] Date _____

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____

Signature _____ Date _____

BID SHEET
CITY OF WESTON, WV
MOWING OF CITY PROPERTIES AND CODE NON-COMPLIANT PRIVATE LOTS

PRICING VALID THRU December 31, 2023

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

Cemetery Lots (per mowing):

Machepelah Cemetery	\$ <u>1800</u>
Arnold Cemetery	\$ <u>500</u>
Total	\$ <u>2,300</u>

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Epps Property Maintenance LLC Phone 304 904 3883

Address 213 Linger Run Rd Harner WV

Name and Title of Agent _____

Signature of Authorized Agent _____ Date _____

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____

Signature _____ Date _____

BID SHEET
CITY OF WESTON, WV
MOWING OF CITY PROPERTIES AND CODE NON-COMPLIANT PRIVATE LOTS

PRICING VALID THRU December 31, 2023

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

Cemetery Lots (per mowing):

Machepelah Cemetery	\$ <u>800.00</u>
Arnold Cemetery	\$ <u>300.00</u>
Total	\$ <u>1100.00</u>

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Eagle's Construction + Lawn Care Phone 681 495 4690

Address 2974 US Highway 19 North Jane Lew WV 26378

Name and Title of Agent Roy Eagle or Kim Eagle (Roy - owner)

Signature of Authorized Agent Roy Eagle Date 3-2-2023

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____

Signature _____ Date _____

1985 American LaFrance Fire Engine

Vin : 1AFAD1189F1A18071

Odometer: 10,043

1500 Gallon Per Minute Pump

NV92 Detroit Diesel Engine

Allison Automatic Transmission

Speedometer Does Not Work

Engine Will Not Start/Turn Over

**BID SHEET
CITY OF WESTON, WV
MOWING OF CITY PROPERTIES AND CODE NON-COMPLIANT PRIVATE LOTS**

PRICING VALID THRU DECEMBER 31, 2023

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

City Lots (per mowing):

North Rt. 19 Lot	\$ <u>45</u>
Riverfront Park and Riverbank	\$ <u>950 Bank 90 park (can be negotiated)</u>
Lively Park	\$ <u>45</u>
Willow Street Park	\$ <u>70</u>
Polk Creek Park	\$ <u>125</u>
Total	\$ <u>375</u> / w/ River Bank <u>1325</u> 1005

Private Lots (per mowing):

Less than 1/2 acre:	\$ <u>65</u>
More than 1/2 acre:	\$ <u>120</u> 1005

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Epps Property Maintenance LLC Phone 304 909 3883

Address 213 Linger Run Rd Herndon WV 24372

Name and Title of Agent Casey Marks owner

Signature of Authorized Agent [Signature] Date March 12/23

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____

Signature _____ Date _____

BID SHEET
CITY OF WESTON, WV
MOWING OF CITY PROPERTIES AND CODE NON-COMPLIANT PRIVATE LOTS

PRICING VALID THRU DECEMBER 31, 2023

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

City Lots (per mowing):

North Rt. 19 Lot	\$ <u>35.00</u>	
Riverfront Park and Riverbank	\$ <u>PARIS 75.00</u>	River BANK \$1,500.00 APPROX 1600 FEET LONG.
Lively Park	\$ <u>35.00</u>	
Willow Street Park	\$ <u>45.00</u>	
Polk Creek Park	\$ <u>135.00</u>	
Total	\$ <u>325.00</u>	PARIS / \$1,500 IF DO RIVER BANK

Private Lots (per mowing):

Less than 1/2 acre: \$ 45.00

More than 1/2 acre: \$ 65.00 1/2 ACRE TO 2 ACRE

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor ROBINSON LAWN CARE Phone 304-871-0153

Address 358 HOLLY STREET, WESTON WV 26452

Name and Title of Agent JERRY ROBINSON

Signature of Authorized Agent [Signature] Date 3-3-2023

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____

Signature _____ Date _____

BID SHEET
CITY OF WESTON, WV
MOWING OF CITY PROPERTIES AND CODE NON-COMPLIANT PRIVATE LOTS

PRICING VALID THRU DECEMBER 31, 2023

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

City Lots (per mowing):

North Rt. 19 Lot	\$ <u>10</u>
Riverfront Park and Riverbank	\$ <u>985</u>
Lively Park	\$ <u>50</u>
Willow Street Park	\$ <u>100</u>
Polk Creek Park	\$ <u>165</u>
Total	\$ <u>1350.00</u>

Private Lots (per mowing):

Less than 1/2 acre:	\$ <u>85</u>
More than 1/2 acre:	\$ <u>125</u>

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Morans Lawn Service Phone 304-439-1526

Address 550 Court Ave Weston WV 26452

Name and Title of Agent Adam Moran

Signature of Authorized Agent [Signature] Date 3-3-23

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title Adam Moran Owner

Signature [Signature] Date 3-3-23



APPLICATION FOR DEMONSTRATION, PARADE OR EVENT

Name of demonstration, parade or event: Independence Celebration (Beer Garden)

Date of Application: 04/30/2023 Time of Application: _____

Date Planned: 07/1/2023 - _____ Time Planned: _____

Location to be held (Include Map): _____

Special Accommodations Requested: WAKE OF OPEN CONTAINER

Number of People/Vehicles/Floats: _____

Sponsor: _____

Person Making Application: Weston Vol. Fire Dept (Jimmy Suttle)

Signature: [Signature]

Telephone Number: 304-269-2349

Email Address: _____

For office use only:

Approved: _____ Not Approved: _____

Conditions and/or Restrictions: _____

Chief of Police: _____

Fire Department Chief: [Signature]

Mayor: _____

City Manager: [Signature]

Street Department: [Signature]

BID SHEET
CITY OF WESTON, WV
Demolition of Vacant Structures

PRICING VALID FOR 90 DAYS AFTER AWARD OF BID

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

Address	Demolition	Material Removal	Fill	Reclamation	Total
232 High St	5,000	13,970	3,000	4,000	25,970.00
254 High St	6,000	12,000	2,000	2,000	22,000.00
256 High St	8,000	15,000	1,000	2,000	26,000.00
208 Bennett Ave	5,000	20,350	2,000	2,000	29,350.00
347 E. 1 st St	6,000	12,000	2,000	2,000	22,000.00
255 S. Main Ave.	10,000	30,000	10,000	3,690	53,690

Triple H Enterprises is not responsible for the Old Cracked Wall on High Street that sits below 3 structures on High Street.

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Triple H. Enterprises Phone 304-873-2582

WV Contractors License Number WV046826

Address 945 Cabin Run Rd, West Union WV 26456

Licensed Asbestos Supervisor Robert L. Smith SLS, LLC

Name and Title of Agent Tim Bower Business Development Manager
304.904.7903

Signature of Authorized Agent [Signature] Date 3-31-23

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____

Signature _____ Date _____

The City reserves the right to reject any bid received, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this request for bid in part or in its entirety if in the interest of the City. This solicitation of bid is not a formal contract for work to be performed. The City also reserves the right to add or subtract from the quantities of work within reason and not negotiate a change in price.

BID SHEET
CITY OF WESTON, WV
Demolition of Vacant Structures

PRICING VALID FOR 90 DAYS AFTER AWARD OF BID

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

Address	Demolition	Material Removal	Fill	Reclamation	Total
232 High St	1,722.00	1,722.00	1,722.00	1,722.00	6,888.00
254 High St	1,472.00	1,472.00	1,472.00	1,472.00	5,888.00
256 High St	1,472.00	1,472.00	1,472.00	1,472.00	5,888.00
208 Bennett Ave	4,472.00	4,472.00	4,472.00	4,472.00	17,888.00
347 E. 1 st St	1,249.75	1,249.75	1,249.75	1,249.75	4,999.00
255 S. Main Ave.	4,999.75	4,999.75	4,999.75	4,999.75	19,999.00

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor 24-7 Environmental LLC Phone 304-377-2584
 WV Contractors License Number WU061497
 Address 2282 Lick Fork Road Spencer, WV
 Licensed Asbestos Supervisor Tyler May AS019828
 Name and Title of Agent Tyler May Principal
 Signature of Authorized Agent [Signature] Date 3-29-23

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title [Signature]
 Signature _____ Date _____

The City reserves the right to reject any bid received, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this request for bid in part or in its entirety if in the interest of the City. This solicitation of bid is not a formal contract for work to be performed. The City also reserves the right to add or subtract from the quantities of work within reason and not negotiate a change in price.



WORK ESTIMATE

23 Cambridge Dr
 Clarksburg, WV 26301
 Phone: (304) 641-3896

ESTIMATE #	DATE
350	3/31/2023

TO
 Marty Lewis
 City of Weston

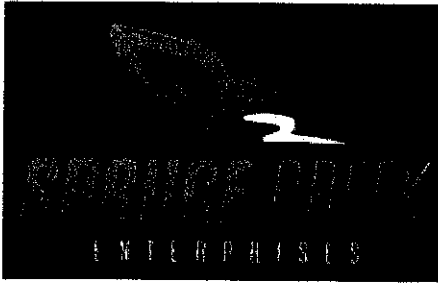
Jan Hogue
 304-641-3895

DESCRIPTION OF WORK
232 High St Demolition and Removal of Structure to an approved landfill Reclamation

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Demolition and Removal of Structure	1	6,400.00	6,400.00
Reclamation			-
			-
			-
			-
			-
<i>Thank you for your business!</i>		TOTAL ESTIMATE	\$ 6,400.00

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact
 Tim Hogue, 304-641-3896, sprucecreekenterprises@gmail.com



WORK ESTIMATE

23 Cambridge Dr
 Clarksburg, WV 26301
 Phone: (304) 641-3896

ESTIMATE #	DATE
351	3/31/2023

TO:

Marty Lewis
 City of Weston

DESCRIPTION OF WORK
254 High St Demolition and Removal of Structure to an approved landfill Reclamation

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Demolition and Removal of Structure Reclamation	1	6,400.00	6,400.00
			-
			-
			-
			-
			-
<i>Thank you for your business!</i>	TOTAL ESTIMATE	\$	6,400.00

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact
 Tim Hogue, 304-641-3896, sprucecreekenterprises@gmail.com



WORK ESTIMATE

23 Cambridge Dr
 Clarksburg, WV 26301
 Phone: (304) 641-3896

ESTIMATE #	DATE
352	3/31/2023

TO
 Marty Lewis
 City of Weston

DESCRIPTION OF WORK
256 High St Demolition and Removal of Structure to an approved landfill Reclamation

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Demolition and Removal of Structure	1	6,400.00	6,400.00
Reclamation			-
			-
			-
			-
			-
<i>Thank you for your business!</i>		TOTAL ESTIMATE \$	6,400.00

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact
 Tim Hogue, 304-641-3896, sprucecreekenterprises@gmail.com



WORK ESTIMATE

23 Cambridge Dr
 Clarksburg, WV 26301
 Phone: (304) 641-3896

ESTIMATE #	DATE
353	3/31/2023

TO

Marty Lewis
 City of Weston

DESCRIPTION OF WORK
208 Bennett Ave Demolition and Removal of Structure to an approved landfill Reclamation

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Demolition and Removal of Structure	1	8,500.00	8,500.00
Reclamation			-
			-
			-
			-
			-
<i>Thank you for your business!</i>	TOTAL ESTIMATE	\$	8,500.00

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional parts and labor are required, we will inform you prior to proceeding with the work.

To schedule a time for us to complete the work, or if you have any questions, please contact
 Tim Hogue, 304-641-3896, sprucecreekenterprises@gmail.com

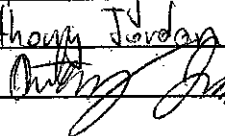
BID SHEET
CITY OF WESTON, WV
Demolition of Vacant Structures

PRICING VALID FOR 90 DAYS AFTER AWARD OF BID

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

Address	Demolition	Material Removal	Fill	Reclamation	Total
232 High St 254 High St 256 High St 208 Bennett Ave 347 E. 1 st St 255 S. Main Ave.	37,000.00	14,000.00	2,000.00	2,000.00	\$55,000.00

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Safeco Environmental Inc. Phone 304-906-8602
 WV Contractors License Number WV038516
 Address 3092 Hwy 88 Dilliner, PA, 15327
 Licensed Asbestos Supervisor Anthony Jordan II # AS018960
 Name and Title of Agent Anthony Jordan Vice President
 Signature of Authorized Agent  Date 3/29/2023

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____
 Signature _____ Date _____

The City reserves the right to reject any bid received, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this request for bid in part or in its entirety if in the interest of the City. This solicitation of bid is not a formal contract for work to be performed. The City also reserves the right to add or subtract from the quantities of work within reason and not negotiate a change in price.

BID SHEET
CITY OF WESTON, WV
Demolition of Vacant Structures

PRICING VALID FOR 90 DAYS AFTER AWARD OF BID

Bidders should attach all required documents as detailed in the Request for Bids and Bid Specifications to this form as their submittal. Bids missing the required documents shall be considered unresponsive.

Address	Demolition	Material Removal	Fill	Reclamation	Total
232 High St	\$6,000.00	\$500.00	\$500.00	\$500.00	\$7,500.00
254 High St	\$6,000.00	\$500.00	\$500.00	\$500.00	\$7,500.00
256 High St	\$6,000.00	\$500.00	\$500.00	\$500.00	\$7,500.00
208 Bennett Ave	\$7,500.00	\$1,000.00	\$750.00	\$750.00	\$10,000.00
347 E. 1 st St	\$6,000.00	\$500.00	\$500.00	\$500.00	\$7,500.00
255 S. Main Ave.	\$7,500.00	\$1,000.00	\$750.00	\$750.00	\$10,000.00

Total Bid: \$50,000.00

The undersigned hereby states that he/she read and understands and agrees to the accompanying, Request for Bids, Specifications and Bid Sheet and submits their quotation accordingly.

Contractor Aster Oilfield Services, Inc. Phone 740-325-1731

WV Contractors License Number WV058946

Address 206 22nd Street, Bellaire, OH 43906

Licensed Asbestos Supervisor Logan Cooper

Name and Title of Agent Michael Winland, President

Signature of Authorized Agent  Date March 29, 2023

City of Weston (Bid is accepted once approved by Council and an authorized representative of the City signs below)

Name and Title _____

Signature _____ Date _____

The City reserves the right to reject any bid received, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this request for bid in part or in its entirety if in the interest of the City. This solicitation of bid is not a formal contract for work to be performed. The City also reserves the right to add or subtract from the quantities of work within reason and not negotiate a change in price.



APPLICATION FOR DEMONSTRATION, PARADE OR EVENT

Name of demonstration, parade

or event: Weston 5K

Date of Application: 4-3-23

Time of Application: 2:00

Date Planned: 4-29-23

Time Planned: 10:00

Location to be held (Include Map): Downtown Weston

Special Accommodations Requested: _____

Number of People/Vehicles/Floats: ~ 100

Sponsor: Mon Health / SJMH

Person Making Application: Julia Spelsberg

Signature: _____

Telephone Number: 304-517-8612

Email Address: Julia.spelsberg@Vandaliahealth.org

For office use only:

Approved: _____

Not Approved: _____

Conditions and/or Restrictions: _____

Chief of Police: _____

Fire Department Chief: _____

Mayor: _____

City Manager: _____

Street Department: _____



West Virginia Department of
**ARTS, CULTURE
AND HISTORY**

March 22, 2023

City of Weston
Attn: Nate Stansberry
102 West 2nd Street
Weston, WV 26452

Dear Mr. Stansberry,

I am pleased to inform you that the Archives and History Commission, at their February 23, 2023, meeting, awarded a grant to the City of Weston in the amount of \$12,394 to assist with the Final Phase Pre-Construction Drawings for the Weston Cultural Center.

If you wish to accept the grant, the project coordinator must attend a subgrant virtual orientation/training meeting on Monday, April 3, 2023, at 1:00 p.m. You will receive a link to the meeting via email. At this meeting, staff will discuss subgrantee financial and reporting requirements and will be available to answer any questions that you may have.

Please sign below if you wish to accept this grant and identify the project coordinator that will attend the orientation meeting. We are happy to assist your efforts and look forward to completion of a successful project. If you have any questions, please contact Christy Moore, Grants Coordinator, at 304-558-0240 or christina.j.moore@wv.gov.

Sincerely,

Randall Reid-Smith
Curator

I have read the award letter, agree to its contents, and have specified below our project coordinator. Please sign and return to Christy Moore, Grants Coordinator, at christina.j.moore@wv.gov.

Signature: _____

Nate Stansberry, City Manager

Project Coordinator _____

Anna Cardelli, HLC President
Name

303 594-6607
Phone #

**West Virginia
Division of Finance and Administration
For and on behalf of
The Department of Arts, Culture and History**

CONTRACT

For Historic Preservation Federal Grant

This AGREEMENT is made, this the _____ day of _____, 20____ by and between

City of Weston, hereinafter referred to as the grantee, and the STATE OF WEST VIRGINIA, DEPARTMENT OF FINANCE AND ADMINISTRATION on behalf of the West Virginia Department of Arts, Culture and History.

WITNESSETH, THAT WHEREAS, the Department of Arts, Culture and History of the State of West Virginia is Expressly authorized by Article 1, Chapter 29 of the Code of West Virginia, one Thousand Nine Hundred Thirty-One, as amended, to carry out the duties of the National Historic Preservation Act of 1966, and

WHEREAS, the State of West Virginia has received funds from the United States Department of the Interior, National Park Service to be granted by the State Historic Preservation Office to organizations or individuals participating in activities authorized in the National Historic Preservation Act of 1966, and

WHEREAS the grantee desires to sponsor a project to be known as Weston Cultural Center, as described in Attachment I, and

WHEREAS, the Archives and History Commission on February 23, 2023, approved a grant to the grantee for the project described above,

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Department of Arts, Culture and History hereby agrees to GRANT to the grantee the sum of \$12,394 toward the total estimated cost of \$17,706 of said project.

(a) To be eligible for payments, the grantee must maintain and submit documentation, as required in the Subgrant Management Manual, to the State Historic Preservation Office showing the amounts of payment requested and describing the portion of the project for which the funds are requested;

(b) The Department of Arts, Culture and History only agrees to transfer funds to the grantee for expenditures which are in compliance with the terms and conditions of this agreement and the National Register Programs Guideline, NPS-49, of the Department of the Interior, National Park Service.

2. The grantee certifies that it has matching capability and agrees:

(a) The requirements of the Historic Preservation Office Subgrant Management Manual shall apply to this award;

(b) That it will substantially comply with State competitive bidding and use acceptable procurement procedures as defined in the Subgrant Management Manual;

(c) That it will furnish its share of the total cost of the project;

- (d) That it will execute the project in compliance with the established policies, procedures, and regulations of the Department of the Interior, National Park Service, including the National Register Programs Guidelines, NPS-49;
- (e) That it will disburse such funds only for authorized purposes in connection with said project;
- (f) That it will maintain accurate records in accordance with generally accepted accounting principles and procedures, in connection with the project;
- (g) That it will not be reimbursed for any expenditure which does not conform to the terms and conditions of this agreement or the Final Products do not meet Secretary of the Interior's Standards;
- (h) The grantee must receive prior approval from the State Historic Preservation Office for all amendments to the scope of work, products, budget, or reporting requirements;
- (i) That it will comply with either the Single Audit Act of 1984 for state or local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations;
- (j) Publications or audio-visual material must receive prior approval from the State Historic Preservation Office. Five copies of any publications that is a result of the grant must be submitted to the State Historic Preservation Office. Grantee agrees to credit the West Virginia Department of Arts, Culture and History and the Federal Preservation Grant Program by using the following wording:

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, Department of the Interior, and administered by the West Virginia Department of Arts, Culture and History."

The publication or audio visual should also contain the Equal Opportunity statement as follows:

"The program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she as been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, U.S. Department of the Interior, National Park Service, 1849 C Street, N.W., Washington, D.C. 20240.

- (k) The grantee must submit progress reports and financial reports as required in the subgrant management manual;
- (l) The grantee shall submit a final project report containing all information as required in the Subgrant Management Manual.
- (m) That it will (1) conform to labor standards established by the West Virginia Department of Labor on projects which are financed in whole or in part by grant without subsequent deduction or rebate on any account, and (2) that it will conform to provision of 18 USC 1913 regarding the use of Federal funds of lobbying activities;
- (n) That it will comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act;
- (o) That it will conform with Title VI of the Civil Rights Act of 1964, that strictly prohibits unlawful discrimination in federally assisted programs on the basis of race, color, and/or national origin;
- (p) That it will provide to the Department evidence of compliance with Federal Procurement Standards as enumerated in 43 CFR 12, Subpart C, Uniform Administrative Requirements for grants to state and local governments, effective October 1, 1988;
- (q) That it will complete the project in accordance with Attachment I of the contract;
- (r) That the project will be performed, and products produced, in compliance with the Secretary of the Interior's Standards for Identification and Evaluation;

(s) In addition to the terms detailed in this agreement, all Federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, 43 CFR 12, Subpart C or A-110, and A-128 or A-133) are applicable.

3. It is the understanding of all parties to this contract, that the Department of Arts, Culture and History by joining in this contract, does not pledge or promise to pledge the assets of the State of West Virginia, does not promise to pay any part of the contract sum provided for in this agreement from monies of the Treasury of the State of West Virginia except such monies as shall be appropriated by the West Virginia Legislature.

4. This contract may be terminated with the consent of both parties or by either party because of non-performance by the other.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The grantee shall insert a similar provision in all subcontracts for activities covered by this contract. Programs funded by the Department of Arts, Culture and History strictly prohibit unlawful discrimination in state-assisted programs on the basis of race, color and/or national origin.

IN WITNESS WHEREOF, City of Weston and the Department of Arts, Culture and History have caused this instrument to be executed by their duly authorized representatives.

GRANTEE: City of Weston

BY: _____

STATE OF WEST VIRGINIA

COUNTY OF _____: TO-WIT

I, _____, a Notary Public in and for said County and State hereto annexed, bearing date the _____ day of _____, 20____, has this day acknowledged the name before me in my said County, to be his act and deed.

Given under my hand this _____ day of _____ 20_____.

My Commission expires

Notary Public

The Department of Arts, Culture and History

BY: _____
Historic Preservation Office

DEPARTMENT OF ADMINISTRATION
STATE OF WEST VIRGINIA ACTING BY
AND THROUGH IT'S PURCHASING DIVISION

BY: _____ BY: _____
Commissioner Purchasing Director

Approved as to form the _____ day of _____ 20_____

BY: _____
Assistant Attorney General

ATTACHMENT I

PROJECT NAME: Weston Cultural Center
Final Phase Pre-Construction Drawings

SUBGRANTEE: CITY OF WESTON
102 W 2ND ST
WESTON, WV 26452-1601

BEGINNING DATE: April 1, 2023

ENDING DATE: August 31, 2024

DETAILED SCOPE OF WORK: The City of Weston will hire a 36 CFR 61 qualified architect to develop a Pre-Construction Drawings report for the final phase of restoration of the Weston Cultural Center.

NON-FEDERAL MATCHING SHARE

DONOR: City of Weston	DONOR: Volunteers
SOURCE: CLG	SOURCE:
KIND: Cash	KIND: In-kind
AMOUNT: \$3,606	AMOUNT: \$1,706

TOTAL GRANT AMOUNT	\$12,394
TOTAL PROJECT ESTIMATE:	\$17,706

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-WV-1609**

Grantee Name: City of Weston

Grantee Address: 102 W. 2nd St. Weston, WV 26452

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN) 55-6000269

Federal Award Identification Number (FAIN) B-23-CP-WV-1609

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Weston (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$850,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



MAKOR K9 OF WEST VIRGINIA

Jason Kerr
Business Number 304-951-5965
119 Paris lane White Oak, WV 25989
304-951-5965
makork9ofwv@hotmail.com

INVOICE
INV0989

DATE
Mar 28, 2023

DUE DATE
Mar 28, 2023

BALANCE DUE
USD \$14,500.00

BILL TO

WESTON POLICE DEPARTMENT

102 West 2nd Street Weston WV 26452
☎ 304-269-3207
☎ 304-269-6128
Mposey@cityofwestonwv.com

DESCRIPTION	RATE	QTY	AMOUNT
Dual purpose K9 (breed of choice) Handlers course	\$14,500.00	1	\$14,500.00

Payment Info

PAYMENT INSTRUCTIONS

We accept check, wire, or Credit Card

BY CHECK

MAKOR K9 OF WEST VIRGINIA LLC.

SUBTOTAL	\$14,500.00
TAX (0%)	\$0.00
TOTAL	\$14,500.00
BALANCE DUE	USD \$14,500.00

DATE SIGNED
Nov 5, 2022

Lifetime certification
Monthly training
Agitation collar, 6ft leash, 33ft tracking line, muzzle, water and food bowl, correction collar