



**City of Weston, WV  
Regular Session City Council Meeting  
Lewis County Courthouse  
January 2, 2024 at 6:00 p.m.**

Call In#: (415) 762-9988

Meeting ID: 482-656-4989

Pass Code: 269

**AGENDA**

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

- 1) Call to Order/Moment of Silence
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Visitors Section (5 Minute Time Limit)
- 5) Presentation(s)
- 6) Approval of Minutes  
Regular Session – December 4, 2023
- 7) Receive and File Reports of City Boards, Commissions, and Outside Agencies  
Reports
  - A. Weston Cemetery Board - Next Meeting – Monday, January 9, 2024, at 4:00 p.m.
    - i. at the Municipal Building
  - B. Historic Landmark Commission - Next Meeting – Thursday, January 11, 2024 at 5:00 p.m.
    - i. at the Municipal Building.
  - C. Weston Planning Commission - Next Meeting – Wednesday, January 10, 2024 at 4:30 p.m.
    - i. at the Municipal Building.
  - D. Board of Parks and Recreation - Next Meeting – No meeting has been scheduled
    - i. at the Municipal Building.
  - E. Lewis County EDA - Next Meeting – Wednesday, January 24, 2024 at 5:00 p.m.
    - i. 110 Center Avenue, Second Floor
  - F. Board of Zoning Appeals - Next Meeting – Tuesday, January 9, 2024 at 6:00 p.m.
    - i. at the Municipal Building
  - G. Code Appeals Board - Next Meeting – Thursday, January 18, 2024 at 6:00 p.m.
    - i. at the Municipal Building.
  - H. Weston Tree Commission – Next Meeting – Thursday, January 18, 2024 at 4:00 p.m.
    - i. at the Municipal Building.
  - I. Outside Agencies
    - i. WV First Qualified Settlement Fund
  - J. Known Vacancies to be Filled –
    - i. Board of Zoning Appeals – 1 available – 1 alternate (2)
    - ii. Weston Municipal Appeals Board - 3 positions
    - iii. Weston Tree Commission – 2 positions
    - iv. Historic Landmarks Commission - 2 positions
- 8) Sanitary Board of Director Report
- 9) Department Reports
  - A. Finance – December Report
    - i. Transfer of Funds from General Fund to Vacant Structure (Action Requested)



- B. Street Department – December Report in Packet.
- C. Police Department – December Report in Packet.
- D. Fire Department – December Report in Packet
- E. Building/Code/Zoning – December Report in Packet
  - Dilapidated Building Grant and Next Steps
  - Cat Program Progress
- F. City Attorney Report
- G. City Clerk – December Report in Packet
- H. City Manager Report
  - PEIA Increase
  - DOH Letter Update

10) Old Business

- A. Ordinance 2023-22 Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fees (Second Reading) (Action Requested)
- B. Police Pay Scale (Action Requested)

11) New Business

- A. Grant Agreement for Riverfront Project
- B. Discussion of Upcoming Budget, Municipal Fees, First Due Fire, and Excess Levy
- C. Land Reuse Agency Discussion and Ordinance (First Reading)
- D. Annexation Public Meeting Discussion
- E. Memorandum of Understanding with Jane Lew for Sharing of Code Enforcement Officer

12) Reports of City Council

13) Adjournment

**Meeting Management Guidelines**

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



Weston City Council  
Minutes

Lewis County Court House  
117 Center Avenue  
December 4, 2023 at 6:00 p.m.

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

**Call to Order/Moment of Silence:** Mayor Harrison-Edwards 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.

**Visitors Section (5 Minute Time Limit):**

Michael Shock came to speak about the traffic study for the closing of the 4<sup>th</sup> Street Bridge. Mr. Shock stated that Court Street is already heavy with traffic and cannot take any more if traffic is rerouted that way. Mr. Shock asked if there was a plan for rerouting the traffic. City Manager Stansberry stated no agreement has been made for the closure of that bridge. The DOH has not done a traffic study, which is on the agenda later in the meeting we will be discussing submitting a letter. City Manager Stansberry discussed the possibility of making Main Street a two-way street to help with the traffic flow.

**Presentations:**

**Proclamation for the Robert L. Bland Middle School Volleyball Team.**

Mayor Harrison-Edwards thanked the Robert L Bland Middle School Volleyball team for attending the meeting and read the proclamation. Councilman Curtis made a motion seconded by Councilman White to **approve** the proclamation of December 4, 2023 for the Robert L. Bland Middle School Volleyball Team. **Motion carried.** Councilwoman Rogers thanked the team for their hard work.

**Lewis County High School Transport Cart Fund by Lewis County First Inc.**

In the council's packet information was provided on the Lewis County High School Transport Cart Fund. Freddie Potter came to the council meeting for his campaign for the Lewis County High School to purchase golf carts to help the Senior Citizens and the Veterans to get to the field. Mr. Potter stated that the golf carts they have now are at least 15 years old and in need of Replacement. Mr. Potter would like to purchase golf

carts that can climb hills, not standard golf carts. Mr. Potter is working with Lewis County First Inc. to make this happen and asked the council for a possible \$1000.00 donation. Mr. Potter thanked Councilman Curtis for his generous donation and will be putting the Oil Spot name on the golf cart.

City Manager Stansberry asked if there would be a place for other donors to be shown. Mr. Potter stated that he would indeed make that happen. City Manager Stansberry will revise the budget for the donation. Councilwoman Rogers made a motion seconded by Councilman White to **approve** the \$1000.00 donation for the Lewis County High School purchase of golf carts. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilman Curtis yes). Motion carried.**

**Approval of Minutes:** Councilman Curtis made a motion seconded by Councilwoman Rogers to **approve** the Regular Session Meeting of November 6, 2023 and the Special Session Meeting of November 15, 2023. **Motion carried.**

**Receive and File reports of City Boards, Commissions, and Outside Agencies Reports:** Mayor Harrison-Edwards read over the times and dates of the different meetings. Mayor Harrison-Edwards informed everyone the Weston Planning Commission is working on the Comprehensive Plan and anyone can attend the meeting.

**Known Vacancies to be Filled:** Mayor Harrison- Edwards read over the different vacancies that had positions available. The Historic Landmark Commission has two positions available which were added to the vacancies.

**Sanitary Board of Director Report:** The November Report was in the packet. Sanitary Board Director Evans informed the council of the following:

- worked with the City and Duke's Root Control treatment through our lines with foam chemical. City Manager Stansberry added it is warrantied for two years.
- Worked with the bridge people moving some lines
- had 14 jet calls, the temperature has a lot to do with the calls, must be above freezing before we can use the jetter

## Department Reports

**Finance Department Report:** Finance Manager Solberg provided in the packet for council the Profit and Loss from July 2023 through November 2023. Finance Manager Solberg requested to transfer in the amount of \$4000. from General Fund to the Vacant Structure Fund. Councilman Curtis made a motion seconded by Councilman White to **approve** the transfer of \$4000. from the General Fund into the Vacant Structure Fund. **Motion carried.**

Councilman Curtis asked if anyone has given any ideas on what to do with the property or asked about commercial property. Building/Code/Zoning Enforcement Officer Lewis

said he was contacted to provide a list of the properties available, but nothing commercial. City Manager Stansberry will be contacting the owners of the 7-11 stores to see what they are going to do with their buildings.

Finance Manager Solberg provided the council at the meeting a Consolidated Fund Balance Sheet as of November 30, 2023 and the Check Detail November 2023 list asking when the department reports are approved, please include the Check Detail November list.

Finance Manager Solberg provided the council with a copy of the request for revision to approved budget for account number 380 interest earned on investments for \$918.00 to account number 757 sidewalks in the amount of \$918.00 increasing the amount to \$32,416. Councilwoman Rogers made a motion seconded by Councilman White to **approve** the request for revision to approved budget in the amount of \$918.00 from account number 380 interest earned on investments to account number 757 sidewalks increasing the amount to \$32,416. **Motion carried.**

Finance Manager Solberg provided the council with a copy of the request for revision to approved budget for account number 380 interest earned on investments for \$7875.00 to account number 699 contingencies increasing the amount to \$45,773. Councilwoman Rogers made a motion seconded by Councilman White to **approve** the request for revision to approved budget for account number 380 interest earned of investments for \$7875.00 to account number 699 contingencies increasing the amount to \$45,773. **Motion carried.**

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

- paving is completed this year, we did two streets off Water Street that was not on the list, we did not do in front of the Robert Bland Middle School which was on the list.
- George Street has a base coat on it, and it looks good.
- purchasing a truck from Rocket Motors with a snowplow already attached.

Councilwoman Rogers thanked the Street Department for all their help with the Miracle on Main, Holt Property, Christmas Parade and sweeping the streets.

**Police Department Report:** The November Report was in the packet. Chief Posey informed the council of the following: Chief Posey explained to the council that he received a call from Chief Cayton stating they may need some help on the interstate when working on the bridge(s). Chief Posey wanted to inform the council and see if they had any issues using the city cruisers on the interstate.

**Fire Department Report:** The November Report was in the packet. Chief Suttle informed the council of the following:

- Chief Suttle let the council know that he will be losing a full-time person for a few weeks because of surgery, his shift will be covered.

**Building/Code/Zoning Report:** The November Report was in the packet. Building/Code/Zoning Enforcement Officer Lewis would be happy to answer any questions.

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

- The Municipal Court has improved, sending officers out to pick up people that do not show up for court. City Attorney Bailey and City Manager Stansberry discussed putting into the budget for jail time. It is about \$50.a day to put someone in jail.
- No codification this month but will pick back up in January 2024.

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

**City Manager Report:** City Manager Stansberry provided the council an update of his report and informed the council of the following:

- It was a busy month with all the activities going on, and everyone did a good job.
- Continue to work on annexation, drafting a letter for the areas we would like to target. Working on getting information to see if anyone would like to annex and to get feedback.
- Earmarked money for the Riverfront Project and paperwork has been submitted and Region 7 will be helping us.

City Manager Stansberry provided the council with information pertaining to the discussion of the Admin Assistant. City Manager Stansberry shared information via email to the council for the position. City Manager Stansberry explained that two positions at the city building have not been filled. City Manager Stansberry would like to have someone dedicated to writing grants, transportation alternatives and for the Community Block Grant. Councilman Curtis stated that you could hire someone full time to just write grants. Councilwoman Rogers thought that the AmeriCorp employee would be helping to write grants. City Manager Stansberry explained that she is setting up the program for Americorp. Mayor Harrison-Edwards stated that we have used volunteers to do the grant writing, it would be nice to have someone to write grants and report to the council. Councilwoman Rogers concern is we only have so much money to spend towards employees. Mayor Harrison-Edwards asked the council if they have additional thoughts to reach out to the City Manager for feedback. Councilwoman Rogers asked if the item was to be voted on tonight and City Manager Stansberry said no, two position are opened and it is in the budget.

Councilman Curtis made a motion seconded by Councilman White to **approve** all department reports and the Check Detail for November. **Motion carried.**

**Old Business**



**Ordinance 2023-17 Ordinance of the City of Weston Prohibiting Parking on Portions of West Seventh Street (Second Reading) (Action Requested):**

City Attorney Bailey was unable to contact Mr. Gidel about his parking situation on West Seventh Street. City Manager Stansberry asked to table Ordinance 2023-17.

Councilwoman Rogers asked if the ordinance should be tabled indefinitely.

Councilwoman Rogers made a motion seconded by Councilman White to **table Indefinitely** Ordinance 2023-17 Ordinance of the City of Weston Prohibiting Parking on Portions of West Seventh Street **Motion carried.**

**Ordinance 2023-22 Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fee (Action Requested):** City Attorney Bailey went over Ordinance 2023-22 Amend the September 5, 2006 Feline Control Ordinance by adding Registration Process and Registration Fee and the fees that were added. Councilman Curtis made a motion seconded by Councilman White to **approve** having the first reading of Ordinance 2023-22 Amend the September 5, 2006 Feline Control Ordinance by adding in Registration Process and Registration Fee by title only. **(Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilman Curtis yes) Motion carried.**

City Clerk Judy Piercy read Ordinance 2023-22 Amend the September 5, 2006 Feline Control Ordinance by Adding Registration Process and Registration Fee by title only. Councilman Curtis made a motion seconded by Councilman White to **approve** the first reading of Ordinance 2023-22 Amend the September 5, 2006 Feline Control Ordinance by Adding in Registration Process and Registration Fee by title only. **(Rollcall of votes, Councilwoman Rogers yes, Councilman White yes, Councilman Curtis yes) Motion carried.**

**Reallocation of WSB ARPA Funds for Additional Bills (Action Requested):**

City Manager Stansberry explained that the Sanitary Board paid bills with their own funds and recommends that the Sanitary Board use the remaining funds of around \$28,000 to pay bills which includes \$15,000 for the lease on equipment.

Councilwoman Rogers made a motion seconded by Councilman White to **approve** the Reallocation of WSB ARPA Funds for Additional Bills and paying the lease agreement on the piece of machinery. **Motion carried.**

**Police Take Home Vehicle Policy (Action Requested):**

Finance Manager Solberg provided the council with information from the IRS Office of Federal, State & Local Governments and explained how the policy worked using the marked vehicle. City Manager Stansberry explained what was written in the employee handbook and would like to change the 20 nautical miles to 50 driving miles.

Councilwoman Rogers made a motion seconded by Councilman White to **approve** a revision to Police take home Vehicle Policy and members to reside within 50 driving miles in the employee handbook. **Motion carried.**

## New Business

### **Request to Send Letter to DOH Requesting Downtown Traffic Study Assistance**

**(Action Requested):** City Manager Stansberry provided the council with a copy of the letter he drafted for the DOH. Councilwoman Rogers questioned that Court Avenue was not in this letter and could we add Court Avenue for Mr. Shock. City Manager Stansberry did not have a problem including Court Avenue and Sixth Street in the letter. Mayor Harrison-Edward stated in the initial conversation the 4<sup>th</sup> Street Bridge was going to be closed and now it may not. Mayor Harrison-Edwards asked within this letter can we ask for clarification to give us knowledge of the current bridge structure and what it would take to make the bridge accessible. Mayor Harrison-Edwards would like to know more information to give the correct answer since it is our responsibility for the cost and how soon it will need to be done.

Councilwoman Rogers made a motion seconded by Councilman White to **approve** the Request to Send Letter to DOH Requesting Downtown Traffic Study Assistance with revisions that were discussed. **Motion carried.**

### **Police Pay Scale (Action Requested):**

City Manager Stansberry recommended the Police Pay Scale Policy to be tabled because of a situation he was made aware of today. City Manager Stansberry explained it was intention to get our starting officer pay to match the Lewis County Sheriff's Department the best we can. In the current existing budget with six officers, it was a challenge, we would need approximately \$20,000. City Manager Stansberry would like to revisit the police pay scale at an upcoming special session meeting.

Councilwoman Rogers made a motion seconded by Councilman White to **table** the Policy Pay Scale. **Motion carried.**

### **Employee Yearend Incentives (Action Requested):**

City Manager Stansberry would like to make the incentives a gross total instead of net to make it easier on the payroll person and fairness across the board if council approves. Councilwoman Rogers made a motion seconded by Councilman White to **approve** the Employee Yearend Incentives by gross total of \$250.00 for full time and \$125.00 for part time. **Motion carried.**

### **Funding Request for Joint Lewis/Upshur/Randolph Wellness Campaign (Action Requested):**

Chief Suttle stated it is a joint venture with the three counties for mental health and awareness for first responders not just for fire fighters. Chief Suttle expressed that if someone reaches out to us, we do not have a program in place. A group from New Jersey will be coming down to set up the program and if we have someone that has a problem at 3:00 in the morning will have someone manned and ready to take action. Chief Suttle stated it will be a \$5000 match but not needed until next budget season. City Attorney Bailey stated it is a lot of mental stress in being a first responder dealing with what they see, and he feels this is a good program.



Councilman Curtis made a request seconded by Councilwoman Rogers to approve including the Joint Lewis/Upshur/Randolph Wellness Campaign of \$5000 in the FY25 budget. **Motion carried.**

**Revocation and Awarding of 24/7 Environmental Bids to Aster Oilfield Services, Inc. (Action Requested):** City Attorney Bailey explained to the council that the bid was awarded to 24/7 and somehow a breakdown in communication with the timeline of the project. 24/7 rescinded the contract. Building/Code/Zoning Enforcement Officer Lewis stated that Aster Oilfield Services Inc. was the next lowest bid, and they will be moving in equipment next week and would like to take down all seven properties. Building/Code/Zoning Enforcement Officer Lewis provided the council with a copy of 24/7 Environmental and Aster Oilfield Services Inc., bids for 65 Alum Street, 67 Alum Street, and 301 Wright Street. Councilwoman Rogers made a motion seconded by Councilman White to approve revocation and awarding of 24/7 Environmental bids to Aster Oilfield Services Inc. ((**Roll call of votes, Councilwoman Rogers yes, Councilman White yes, Councilman Curtis yes**)). **Motion carried.**

**Request to Purchase Asphalt Zipper Machine from General Funds (Action Requested):** City Manager Stansberry informed the council of how the Asphalt Zipper Machine would work and how it connects to the front of the backhoe. An option of a municipal lease arrangement for six payments for six years if council would like to entertain before spending more time into looking into the purchase or consideration to put into the budget. Councilwoman Rogers and Councilman White would like to prioritize other things and Councilman Curtis thought it would be nice to have the machines to get the work done. No further work into the purchase of Asphalt Zipper Machine from General Funds.

**Request to Purchase Curbing Machine from Stormwater Fund (Action Requested):** City Manager Stansberry informed the council he would like the Street Department employees to see this in action and the latest is early January 2024 in Nashville. City Manager Stansberry explained the labor is intensive the day you use it, but it does save labor in long term. City Manager Stansberry requested to have this tabled. Councilwoman Rogers made a motion seconded by Councilman White to **table** the Request to Purchase Curbing Machine from Stormwater Fund until after the presentation. **Motion carried.**

## Reports of City Council

**Mayor Harrison-Edwards** provided council with a copy of her report and informed of the following:

- Meeting at 11:00 a.m. Tuesday, December 5, 2023 at the Municipal Building with Jay doing a zoom call downtown design to go over the survey, and the next phase of the Hubcap Community Program will be Business Redevelopment and if anyone could be on that zoom call please do so. Also, we submitted an application to be an On-Track Community and the preliminary meeting will be at 1:00 p.m. at the Municipal Building. Mayor Harrison-Edwards invited the Chamber of Commerce, Lewis County EDA, County Commissioners and if the council could attend the meeting it would be greatly appreciated.

**Ward I Councilwoman Rogers** informed the council of the following:

- Thank everyone in our community for attending the meeting tonight, especially the youth that was wonderful but also our team for how welcoming everyone is, courteous and considerate of the public not only in these meetings, but every day. Thank everyone for waking up every single day making our community a better place.

**Ward II Councilman White** informed the council of the following:

- His family loved the Christmas Parade and thought it was awesome. Appreciated it and the city looked great.
- Appreciates all the work the Police Department with moving the sign on North River.
- Appreciates everybody and all their hard work every day and we can continue to make Weston a better place.

**Ward III Councilwoman Gump** who was unable to attend asked City Manager Stansberry to relay the following:

- Thank the Street Department for all their help during Miracle on Main, which was a great success and noted by many.
- Thank the City Staff, Fire Department and Police Department for all their help with the Christmas Parade. Many people noticed and were appreciative of the cars being removed.
- Having both events on the same weekend we will be able to continue to build on.

**Ward IV Councilman Curtis** informed the council of the following:

- Thanked everyone for their involvement in all the recent projects, especially the parade. Councilman Curtis noted that the parade lasted approximately an hour and ten minutes to have that many people involved in a city activity and to see all the patrons of the community coming out to watch, it is a positive that we are headed in the right direction.

**Adjournment**



Councilman Curtis made a motion seconded by Councilwoman Rogers to **adjourn** at 7:43 p.m. **Motion carried.**

Attest:

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Mayor, Kim Harrison-Edwards

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City Clerk, Judy Piercy

WV First Qualified Settlement Fund  
3510 MacCorkle Ave SE  
Charleston, WV 25304

**Re: WV Opioid Settlement and Qualified Settlement Fund – Local Government Settlement Payment Requirements**

I am pleased to inform you that distribution of the West Virginia opioid settlement obtained in the consolidated litigation before the West Virginia Mass Litigation Panel has now begun. As you will recall, the agreement reached between all the West Virginia governmental entities, which is called the West Virginia First Memorandum of Understanding ("MOU"), requires that 24.5% of net settlement dollars will be distributed directly to county and city local governments within West Virginia. The amount each county/city is to receive is calculated by applying your community's percentage share listed on Amended Exhibit C to the MOU to the total dollars available at the time of each local government distribution.

It is anticipated that you will receive future annual payments from the West Virginia Qualified Settlement Fund as additional settlement dollars are received and distributions are approved by the court.

As stated in the MOU, there are important limitations as to how each West Virginia County or city may spend this distribution and all other future distributions. While counties and cities have some discretion to decide how opioid settlement monies are spent, all opioid funds must be used in a manner consistent with the MOU's definition of an "Approved Purpose." An "Approved Purpose" includes those specific items specified in Exhibit A to the MOU. I strongly suggest that you review these requirements and categories before approving any specific use of settlement monies. For your convenience, a copy of the MOU and its exhibits is available at the following link:


<https://wvago.sharefile.com/share/view/sd8902760f1544a3e839abb14f46eef9b>

It is important that each county and city maintains detailed records of how your opioid settlement dollars are spent. Section (C)(13) of the MOU requires each local government to submit an annual financial report to the West Virginia First Foundation no later than April 30 of each year specifying the amount and purposes it spent on opioid abatement during the prior fiscal year.

Given the recordkeeping and reporting requirements, each county and city is strongly encouraged to create a separate bank account to receive opioid settlement dollars and record expenses. Doing so will greatly improve your ability to easily perform the accounting and auditing necessary to ensure that the funds have been utilized in compliance with the MOU.

Your attorney or the WV Attorney General's Office are available to answer questions you have regarding the MOU or the expenditures of opioid settlement funds.

Sincerely,



John S Jenkins CPA  
WV First QSF Administrator



West Virginia First QSF

1123

REFERENCE	INVOICE DATE	GROSS AMOUNT	DISCOUNT TAKEN	NET AMOUNT PAID
	12/18/2023	6,557.38	0.00	6,557.38
TOTAL >		6,557.38	0.00	6,557.38

West Virginia First QSF  
3510 MacCorkle Ave SE  
Charleston, WV 25304

The Huntington National Bank  
69-376 / 519

1123

DATE	12/18/2023
AMOUNT	***6,557.38

PAY Six Thousand Five Hundred Fifty-Seven and 38/100\*\*\*\*\*

TO THE ORDER OF City of Weston  
102 W. Second Street  
Weston, WV 26452

\*\*\* COPY \*\*\*

West Virginia First QSF

1123

REFERENCE	INVOICE DATE	GROSS AMOUNT	DISCOUNT TAKEN	NET AMOUNT PAID
	12/18/2023	6,557.38	0.00	6,557.38
TOTAL >		6,557.38	0.00	6,557.38

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

West Virginia First QSF  
3510 MacCorkle Ave SE  
Charleston, WV 25304

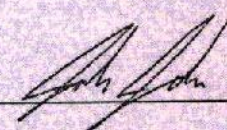
The Huntington National Bank  
69-376 / 519

1123

DATE	12/18/2023
AMOUNT	***6,557.38

PAY Six Thousand Five Hundred Fifty-Seven and 38/100\*\*\*\*\*

TO THE ORDER OF City of Weston  
102 W. Second Street  
Weston, WV 26452



CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

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**CITY OF WESTON**  
**Profit & Loss**  
July through December 2023

	<b>Jul - Dec 23</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
301.000 · PROPERTY (AD VALOREM) TAXES	248,339.50
302.000 · TAX PENALTIES & INTEREST	4,248.34
303.000 · GAS & OIL SERVANCE TAX	40,398.42
304.000 · EXCISE TAX ON UTILITIES	105,816.58
305.000 · B & O TAX	344,614.11
306.000 · WINE & LIQUOR TAX (WLP)	27,723.13
307.000 · ANIMAL CONTROL TAX	936.30
314.000 · Sales Tax Revenue	278,566.20
320.000 · FINES, FEES & COURT COSTS	4,945.00
321.000 · PARKING VIOLATIONS	10.00
325.000 · LICENSES	9,758.91
326.000 · PERMIT FEES	8,349.56
328.000 · FRANCHISE FEES	16,117.94
330.000 · IRP FEES	71,072.47
340.000 · Parks & Rec Revenues	430.00
341.000 · MUNICIPAL SERVICE FEES	206,192.85
342.000 · PARKING METER REVENUES	70.00
343.000 · OFF STREET PARKING	355.00
345.000 · Rents, Royalties, & Concessions	-400.00
366.000 · STATE GOVERNMENT GRANTS	86,964.88
376.000 · VIDEO LOTTERY/GAMBLING INCOME	5,332.96
381.000 · REIMBURSEMENTS	26,178.18
383.000 · SALE OF FIXED ASSETS	999.00
389.000 · ACCIDENT REPORTS/INCIDENT	1,510.00
397.000 · Video Lottery (LVL)	11,687.91
<b>Total Income</b>	<b>1,500,217.24</b>
<b>Gross Profit</b>	<b>1,500,217.24</b>
<b>Expense</b>	
409.000 · MAYOR'S OFFICE	
409.103 · MAYOR'S OFFICE OFFICALS SALARIE	3,000.00
409.104 · MAYOR'S OFFICE PAYROLL TAXES	229.50
<b>Total 409.000 · MAYOR'S OFFICE</b>	<b>3,229.50</b>
410.00 · CITY COUNCIL	
410.103 · CITY COUNCIL OFFICAL'S SALARIES	4,800.00
410.104 · CITY COUNCIL PAYROLL TAXES	367.20
410.341 · CITY COUNCIL MATERIALS & SUPPLY	60.00
410.568 · CITY COUNCIL CONTRIBUTIONS	1,000.00
<b>Total 410.00 · CITY COUNCIL</b>	<b>6,227.20</b>
412.000 · CITY MANAGER	
412.103 · CITY MANAGER WAGES	33,711.32
412.104 · CITY MANAGER-PAYROLL TAXES	2,524.92
412.221 · CITY MANAGER TRAINING AND ED	38.39
<b>Total 412.000 · CITY MANAGER</b>	<b>36,274.63</b>

**CITY OF WESTON**  
**Profit & Loss**  
July through December 2023

	<u>Jul - Dec 23</u>
413.237 · TREASURER'S FEES AND TAXES	0.00
414.000 · FINANCE OFFICE	
414.103 · FINANCE OFFICE WAGES	33,359.25
414.104 · FINANCE DEPT PAYROLL TAXES	2,481.37
414.214 · FINANCE DEPT TRAVEL	146.52
414.220 · FINANCE LEGAL FEES AND ADVICE	14.00
414.221 · FINANCE DEPT / TRAINING AND ED.	300.00
414.230 · FINANCE DEPT CONTRACT SERV	3,838.59
414.237 · FINANCE OTHER FEES & TAXES	3.58
414.341 · FINANCE DEPT / SUPPLIES	185.41
<b>Total 414.000 · FINANCE OFFICE</b>	<u>40,328.72</u>
415.000 · CITY CLERK'S OFFICE	
415.103 · CITY CLERK'S OFFICE - WAGES	34,631.56
415.104 · CITY CLERK'S OFFICE-PAYROLL TAX	2,626.07
415.218 · CITY CLERK'S POSTAGE	1,320.00
415.222 · CITY CLERK'S DUES & SUBSCRIPTIO	35.00
415.341 · CITY CLERKS SUPPLIES & MATERIAL	238.22
<b>Total 415.000 · CITY CLERK'S OFFICE</b>	<u>38,850.85</u>
416.000 · POLICE JUDGE'S OFFICE	
416.103 · POLICE JUDGE'S OFFICAL'S SALARY	3,900.00
416.104 · POLICE JUDGE'S PAYROLL TAX	298.38
<b>Total 416.000 · POLICE JUDGE'S OFFICE</b>	<u>4,198.38</u>
417 · .218	8.56
417.000 · CITY ATTORNEY'S OFFICE	
417.103 · CITY ATTORNEY SALARIES & WAGES	17,382.14
417.104 · CITY ATTORNEY PAYROLL TAXES	1,329.73
417.220 · CITY ATTORNEY LEGAL FEES ADVICE	12,330.13
417.222 · CITY ATTORNEY DUES AND SUBSCRIP	1,625.96
417.223 · CITY ATTORNEY PROFESSION SERVIC	1,200.00
<b>Total 417.000 · CITY ATTORNEY'S OFFICE</b>	<u>33,867.96</u>
435.000 · REGIONAL DEVELOPMENT AUTHORITY	
435.222 · REGIONAL DEV AUTHORITY-DUES&SUB	4,545.00
<b>Total 435.000 · REGIONAL DEVELOPMENT AUTHORITY</b>	<u>4,545.00</u>
436.000 · BUILDING AND CODE	
436.103 · CODE ENFORCEMENT WAGES	21,168.06
436.104 · CODE ENFORCEMENT-PAYROLL TAX	1,584.33
436.217 · CODE ENFORMENT VEHICLE MAINT	3,038.19
436.218 · CODE ENFORCEMENT POSTAGE	652.92
436.220 · CODE ENFORCEMENT LEGAL ADS	323.71
436.222 · CODE ENFORCEMENT / DUES & SUB	66.00
436.230 · CODE ENFORCEMEMENT CONTRACT SVC	
436.600 · CODE ENFORCEMENT TREE REMOVAL	1,475.00
436.601 · CODE ENFORCEMENT DEMOLITION SER	81,418.60
436.602 · CODE ENFORCEMENT MOWING	8,160.00
<b>Total 436.230 · CODE ENFORCEMEMENT CONTRACT SVC</b>	<u>91,053.60</u>

**CITY OF WESTON**  
**Profit & Loss**  
July through December 2023

	<u>Jul - Dec 23</u>
436.341 · CODE ENFORCEMENT SUPPLIES	216.30
436.343 · CODE ENFORCEMENT FUEL	381.36
436.345 · CODE ENFORCEMENT / UNIFORMS	<u>77.97</u>
<b>Total 436.000 · BUILDING AND CODE</b>	<b>118,562.44</b>
436.650 · spayed and neutered FELINE	574.69
438.000 · ELECTIONS	
438.221 · POLL WORKING TRAINING	<u>100.00</u>
<b>Total 438.000 · ELECTIONS</b>	<b>100.00</b>
440.000 · CITY HALL	
440.105 · CITY HALL CONTRIBUTION INSURANC	125,680.44
440.112 · CITY HALL WORKERS COMP	24,255.00
440.113 · CITY HALL / EYE & DENTAL INS	7,526.96
440.115 · CITY HALL / COLONIAL INS	0.00
440.211 · CITY HALL TELEPHONE	3,739.11
440.213 · CITY HALL UTILITIES	
440.250 · CITY HALL GAS UTILITY	578.14
440.251 · CITY HALL WATER	634.92
440.253 · CITY HALL ELECTRIC	2,603.02
440.213 · CITY HALL UTILITIES - Other	<u>746.86</u>
<b>Total 440.213 · CITY HALL UTILITIES</b>	<b>4,562.94</b>
440.215 · CITY HALL M & R BLDGS & GROUNDS	530.00
440.220 · CITY HALL - ADVERTISING	1,742.26
440.221 · CITY HALL TRAINING / TUITION	334.41
440.222 · CITY HALL DUES & SUBS	656.09
440.229 · CITY HALL COMPUTER SER & SOFTWA	11,207.26
440.230 · CITY HALL CONTRACTED SERVICES	
440.601 · City Hall Copier	4,045.13
440.230 · CITY HALL CONTRACTED SERVICES - Other	<u>1,022.80</u>
<b>Total 440.230 · CITY HALL CONTRACTED SERVICES</b>	<b>5,067.93</b>
440.232 · CITY HALL BANK CHARGES	1,827.77
440.236 · CITY H ALL PROPERTY TAXES	1,142.76
440.240 · CITY HALL REFUNDS/REIMBURSEMENT	0.00
440.252 · CITY HALL SANITARY SEWAGE	228.04
440.341 · CITY HALL SUPPLIES & MATERIALS	2,767.65
440.457 · CIT HALL CAPITAL OUTLAY BUILDIN	1,080.00
440.600 · CITY HALL HUBCAP	<u>22.93</u>
<b>Total 440.000 · CITY HALL</b>	<b>192,371.55</b>
700.000 · POLICE DEPARTMENT	
700.103 · POLICE SALARIES & WAGES	147,226.22
700.104 · POLICE PAYROLL TAXES	9,303.73
700.106 · POLICE RETIREMENT CPRB	16,609.60
700.211 · POLICE TELEPHONE	3,057.80
700.216 · POLICE M & R EQUIPMENT	1,757.97
700.217 · POLICE M & R AUTOS/TRUCKS	3,897.83
700.218 · POLICE POSTAGE	105.94

**CITY OF WESTON**  
**Profit & Loss**  
July through December 2023

	<b>Jul - Dec 23</b>
700.221 · POLICE TRAINING & EDUCATION	4,753.84
700.222 · POLICE DUES & SUBSCRIPTION	6,244.00
700.229 · POLICE COURT COST & DAMAGES	1,410.00
700.230 · POLICE CONTRACTED SERVICES	50.00
700.323 · POLICE / COMPUTER SOFTWARE	1,523.00
700.341 · POLICE SUPPLIES & MATERIALS	3,700.78
700.343 · POLICE FUEL, OIL & TIRES	6,735.55
700.345 · POLICE UNIFORMS	1,966.35
700.350 · POLICE - K-9 EXPENSES	3,569.72
700.459 · POLICE CAPITAL OUTLAY	6,688.62
<b>Total 700.000 · POLICE DEPARTMENT</b>	<b>218,600.95</b>
<b>706.000 · FIRE DEPARTMENT</b>	
706.103 · FIRE DEPT SALARIES & WAGES	110,750.84
706.104 · FIRE DEPT PAYROLL TAXES	4,354.14
706.106 · FIRE DEPT RETIREMENT CPRB	7,895.34
706.114 · FIRE DEPARTMENT VFD INSURANCE	28,123.26
706.211 · FIRE DEPT TELEPHONE	1,988.00
706.213 · FIRE DEPT UTILITIES	
706.250 · FIRE DEPT GAS UTILITY	1,121.75
706.251 · FIRE DEPT WATER	240.32
706.252 · FIRE DEPT SANITARY SEWAGE	142.80
706.253 · FIRE DEPT ELECTRIC	4,036.41
<b>Total 706.213 · FIRE DEPT UTILITIES</b>	<b>5,541.28</b>
706.216 · FIRE DEPT EQUIP MAINT	4,770.39
706.217 · FD VEHICLE MAINTENANCE	486.22
706.223 · F D PROFESSIONAL SERVICES	2,235.00
706.343 · FIRE DEPT GAS & OIL	696.43
706.459 · FD CAPITAL OUTLAY AUTO/EQUIP	36,489.79
<b>Total 706.000 · FIRE DEPARTMENT</b>	<b>203,330.69</b>
<b>711.000 · COMM. CNTR/CNTRL DISPATCH</b>	
711.230 · COMM. CENTER 911 CONTRACTED SER	23,100.00
<b>Total 711.000 · COMM. CNTR/CNTRL DISPATCH</b>	<b>23,100.00</b>
<b>715.000 · FIRE HYDRANTS</b>	
715.213 · FIRE HYDRANTS - UTILITIES	497.97
715.251 · FIRE HYDRANT WATER UTILITY	2,489.85
<b>Total 715.000 · FIRE HYDRANTS</b>	<b>2,987.82</b>
<b>750.000 · STREET DEPARTMENT</b>	
750.103 · STREETS & HWY SALARIES & WAGES	147,112.55
750.104 · STREETS & HWY PAYROLL TAX	10,945.58
750.213 · STREETS & HWY UTILITIES	
750.250 · STREET DEPT GAS UTILITY	1,727.40
750.251 · STREET DEPT WATER	969.63
750.252 · STREET DEPT SANITARY SEWAGE	616.23
750.253 · STREET DEPT / ELECTRIC	1,250.79
750.213 · STREETS & HWY UTILITIES - Other	98.37

**CITY OF WESTON**  
**Profit & Loss**  
July through December 2023

	<b>Jul - Dec 23</b>
Total 750.213 · STREETS & HWY UTILITIES	4,662.42
750.215 · STREETS & HWY BLDG & GROUNDS	2,730.47
750.216 · STREETS & HWY M & R EQUIPMENT	6,361.71
750.217 · STREETS & HWY M & R AUTOS & TRU	4,756.56
750.230 · STREETS & HWY CONTRACTED SERVIC	
750.232 · STREET DEPT CHRISTMAS LIGHTS	1,094.73
Total 750.230 · STREETS & HWY CONTRACTED SERVIC	1,094.73
750.341 · STREETS & HWY SUPPLIES & MAT	
750.600 · STREET DEPT HOT MIX ASPHALT	5,949.34
750.601 · STREET DEPT STONE	514.08
750.341 · STREETS & HWY SUPPLIES & MAT - Other	668.98
Total 750.341 · STREETS & HWY SUPPLIES & MAT	7,132.40
750.343 · STREETS & HWY FUEL, OIL & TIRES	6,266.31
750.345 · STREET DEPT UNIFORMS	1,483.21
750.459 · STREETS & HWY CAPITAL OUTLAY	35,000.00
Total 750.000 · STREET DEPARTMENT	227,545.94
751.000 · STREET LIGHTS	
751.213 · STREET LIGHTS UTILITIES	33,462.35
Total 751.000 · STREET LIGHTS	33,462.35
752.000 · SIGNS AND SIGNALS	
752.213 · SIGNS & SIGNALS UTILITIES	1,168.71
752.341 · SIGNS & SIGNALS SUPPLIES & MAT	407.00
Total 752.000 · SIGNS AND SIGNALS	1,575.71
753.000 · STREETS SNOW REMOVAL	
753.341 · SNOW REMOVAL SUPPLIES	4,645.89
Total 753.000 · STREETS SNOW REMOVAL	4,645.89
755.000 · STREET CONSTRUCTION	
755.341 · STREET CONST. SUPPLIES	6,062.39
Total 755.000 · STREET CONSTRUCTION	6,062.39
756.000 · STREET CLEANING	
756.341 · ST. CLEANING SUPPLIES	2,640.67
Total 756.000 · STREET CLEANING	2,640.67
757.000 · SIDEWALKS	
757.341 · SIDEWALKS / SUPPLIES	2,155.59
Total 757.000 · SIDEWALKS	2,155.59
805.000 · STORMSEWER	
805.341 · STORM SEWER / SUPPLIES	12,546.24
Total 805.000 · STORMSEWER	12,546.24
805.219 · STORMWATER RENTAL EQUIP	500.00
900.000 · Parks and Recreation	
900.230 · RECREATION CONTRACTED SERVICES	
900.630 · RECREATION MOWING SERVICES	5,340.00
900.230 · RECREATION CONTRACTED SERVICES - Other	2,880.00
Total 900.230 · RECREATION CONTRACTED SERVICES	8,220.00
900.341 · RECREATION SUPPLIES	5,634.45



**CITY OF WESTON**  
**Profit & Loss**  
 July through December 2023

	<b>Jul - Dec 23</b>
Total 900.000 · Parks and Recreation	13,854.45
911.000 · HISTORIC LANDMARKS COMMISSION	
911.230 · HISTORICAL COMM. CON. SERVICES	7,960.00
911.600 · HLC - REIMB. & OUTSIDE GRANTS	3,145.73
Total 911.000 · HISTORIC LANDMARKS COMMISSION	11,105.73
950.000 · BEAUTIFICATION	
950.341 · BEAUTIFICATION-SUPPLIES	10,588.79
Total 950.000 · BEAUTIFICATION	10,588.79
952.000 · CEMETERIES	
952.103 · CEMETARY / SALARIES	1,200.00
952.104 · CEMETARY / PAYROLL TAXES	91.80
952.230 · CEMETERIES CONTRACTED SERVICES	
952.600 · Mowing at Machpelah	14,200.00
952.601 · Mowing at Arnold	2,160.00
Total 952.230 · CEMETERIES CONTRACTED SERVICES	16,360.00
952.341 · Cemetary materials & supplies	301.90
Total 952.000 · CEMETERIES	17,953.70
Total Expense	1,271,796.39
Net Ordinary Income	228,420.85
Other Income/Expense	
Other Income	
Management Review	-28.56
Total Other Income	-28.56
Net Other Income	-28.56
Net Income	<b>228,392.29</b>

**City of Weston**  
**Consolidated Fund Balance Sheet**  
As of December 31, 2023

<b>001 • General Fund</b>	
Huntington Checking 8454	398,498.99
Huntington Checking 8506 (Payroll Clearing)	10,706.70
Citizens Bank CD 3735 5.36% Mat.05.29.2023	<u>300,000.00</u>
<b>Total General Fund</b>	<b><u><u>709,205.69</u></u></b>
<b>002 • Coal Severance Fund</b>	
Huntington Checking 8409	21,089.75
Citizens Bank CD 3734 5.36% Mat.05.29.2023	<u>35,000.00</u>
<b>Total Coal Severance Fund</b>	<b><u><u>56,089.75</u></u></b>
<b>003 • Rainy Day Fund</b>	
Huntington Checking 4364	995.16
Citizens Bank CD 3736 5.36% Mat.05.29.2023	<u>100,000.00</u>
<b>Total Rainy Day Fund</b>	<b><u><u>100,995.16</u></u></b>
<b>006 • Parks and Recreation Fund</b>	
Huntington Checking 0624	<u>2,347.54</u>
<b>Total Parks and Recreation Fund</b>	<b><u><u>2,347.54</u></u></b>
<b>036 • Offset/Holding Account Fund</b>	
Huntington Checking 8823	<u>2,392.89</u>
<b>Total Offset/Holding Account Fund</b>	<b><u><u>2,392.89</u></u></b>
<b>037 • Police Equipment Fund</b>	
Huntington Checking 1076	<u>9,918.00</u>
<b>Total Police Equipment Fund</b>	<b><u><u>9,918.00</u></u></b>
<b>073 • ARPA Fund</b>	
Citizens Bank Checking 6493	95,778.35
Citizens Bank CD 5.36% Mat.05.29.2023	<u>400,000.00</u>
<b>Total ARPA Fund</b>	<b><u><u>495,778.35</u></u></b>
<b>250 • Vacant Structures Fund</b>	
Huntington Checking 0967	5,185.00
Citizens Bank CD 3737 5.36% Mat.05.29.2023	<u>15,000.00</u>
<b>Total Vacant Structures Fund</b>	<b><u><u>20,185.00</u></u></b>
<b>510 • K-9 Fund</b>	
Huntington Checking 0149	<u>378.70</u>
<b>Total K-9 Fund</b>	<b><u><u>378.70</u></u></b>



CITY OF WESTON  
 COAL SEVERENCE-TAX FUND  
 102 W 2ND ST  
 WESTON WV 26452-1601

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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$21,099.75</b>
<b>12/01/23 to 12/31/23</b>		<b>Total Service Charges (-)</b>	<b>10.00</b>
		<b>Ending Balance</b>	<b>\$21,089.75</b>
Days in Statement Period	31		
Average Ledger Balance*	21,094.26		
Average Collected Balance*	21,094.26		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Detail**

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

Date	Service Charge (-)	Waives and Discounts (+)	Description
12/15	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
11/30	21,099.75	12/15	21,089.75		

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**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.

**Balancing Your Statement** - For your convenience, a balancing page is available on our web site <https://www.huntington.com/pdf/balancing.pdf> and also available on Huntington Business Online.



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

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 contact us at:

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 businessresources

**Huntington Public Funds Analyzed Checking**

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

<b>Statement Activity From:</b> 12/01/23 to 12/31/23		<b>Beginning Balance</b>	<b>\$571,548.97</b>
Days in Statement Period 31		<b>Credits (+)</b>	<b>33,143.62</b>
Average Ledger Balance* 474,343.26		Regular Deposits	21,188.52
Average Collected Balance* 470,939.26		Electronic Deposits	11,247.70
		Other Credits	707.40
* The above balances correspond to the service charge cycle for this account.		<b>Debits (-)</b>	<b>206,193.60</b>
		Regular Checks Paid	69,826.22
		Electronic Withdrawals	136,139.18
		Other Debits	228.20
		<b>Ending Balance</b>	<b>\$398,498.99</b>

**Deposits (+)**

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

Date	Amount	Serial #	Type	Date	Amount	Serial #	Type
12/13	9,956.52		Brch/ATM	12/13	2,852.96		Brch/ATM
12/13	7,367.76		Brch/ATM	12/13	1,011.28		Brch/ATM

**Other Credits (+)**

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

Date	Amount	Description
12/01	85.00	INTUIT 42372405 DEPOSIT 231201 524771998921412
12/04	707.40	PRIOR MONTH'S SERVICE CHARGE REFUND
12/04	373.00	INTUIT 51117595 DEPOSIT 231202 524771998921412
12/05	78.00	INTUIT 64722195 DEPOSIT 231205 524771998921412
12/06	154.31	INTUIT 71060155 DEPOSIT 231206 524771998921412
12/07	6,064.46	WVTREASURY VENDOR 231207 000000211704 NTE*AUTO2400862994 *PUTT20231128742 69 *000000211704
12/08	358.00	INTUIT 80592845 DEPOSIT 231208 524771998921412
12/18	808.40	WVTREASURY LOTTBLGAME 231218 721020
12/18	510.50	INTUIT 16931025 DEPOSIT 231216 524771998921412
12/18	28.90	WVTREASURY LOTTGRNBRI 231218 721020
12/19	275.00	INTUIT 23266945 DEPOSIT 231219 524771998921412
12/21	276.25	INTUIT 33710905 DEPOSIT 231221 524771998921412
12/22	40.00	INTUIT 39085775 DEPOSIT 231222 524771998921412
12/26	1,729.88	WVTREASURY LOT LVL CR 231226 621020

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**Other Credits (+)**

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

Date	Amount	Description
12/28	436.00	INTUIT 52107005 DEPOSIT 231228 524771998921412
12/29	30.00	INTUIT 56432175 DEPOSIT 231229 524771998921412

**Checks (-)**

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

Date	Amount	Check #	Date	Amount	Check #
12/06	200.00	18016	12/05	915.50	18071*
12/06	146.52	18030*	12/07	35,000.00	18073*
12/05	3,300.00	18031	12/14	1,044.40	18074
12/11	2,500.00	18032	12/13	3,465.00	18075
12/04	2,500.00	18039*	12/26	116.95	18076
12/13	402.80	18042*	12/14	348.92	18078*
12/04	247.50	18047*	12/19	313.04	18079
12/12	120.69	18053*	12/18	782.00	18081*
12/04	1,974.00	18054	12/08	48.15	18082
12/05	740.50	18055	12/26	1,000.00	18084*
12/04	1,639.38	18056	12/13	415.00	18085
12/06	238.79	18058*	12/15	755.60	18096*
12/08	400.00	18060*	12/21	188.16	18097
12/12	240.00	18061	12/18	497.97	18098
12/04	46.48	18062	12/20	300.00	18099
12/06	126.95	18063	12/27	247.50	18100
12/12	265.00	18064	12/13	5,484.62	18101
12/29	14.00	18065	12/21	834.77	18114*
12/06	39.41	18066	12/29	52.45	18115
12/05	28.56	18067	12/29	717.60	18116
12/04	882.75	18068	12/29	238.67	18119*
12/06	509.34	18069	12/22	497.25	18120

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

**Other Debits (-)**

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

Date	Amount	Description
12/01	2.97	INTUIT 49978265 TRAN FEE 231201 524771998921412
12/04	12.44	INTUIT 59984275 TRAN FEE 231202 524771998921412
12/04	20.00	INTUIT 53420075 ACCT FEE 231202 524771998921412
12/05	2.75	INTUIT 73755615 TRAN FEE 231205 524771998921412
12/06	25,000.00	BUS ONL TFR TO CHECKING 120623 XXXXXX8506
12/06	5.44	INTUIT 80077295 TRAN FEE 231206 524771998921412
12/07	180.00	WVTREASURY COURTFEES 231207 MUN1350
12/07	400.00	EMPOWER EMPOWER 704688982906

**Other Debits (-)**

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

<b>Date</b>	<b>Amount</b>	<b>Description</b>
12/08	12.46	INTUIT 89687675 TRAN FEE 231208 524771998921412
12/15	21,637.91	U.S. BANK PAYMENT 231214 448473455001746
12/15	163.20	EXCESS TRANSACTION FEE
12/15	50.00	WIRE TRANSFER FEES (OUTGOING)
12/15	15.00	RETURNED DEPOSIT ITEM FEE
12/18	17.09	INTUIT 25901765 TRAN FEE 231216 524771998921412
12/18	867.00	WVTREASURY PEIAPREAUT 231218 803238810PEIA
12/18	21,110.06	WVTREASURY PEIAPREAUT 231218 803238810PEIA
12/19	9.30	INTUIT 32435265 TRAN FEE 231219 524771998921412
12/19	1,077.66	WVTREASURY CPRB WEB 231219 F23100
12/19	5,202.34	WVTREASURY CPRB WEB 231219 P23100
12/20	39,118.62	BUS ONL TFR TO CHECKING 122023 XXXXXXX8506
12/20	4,000.00	BUS ONL TFR TO CHECKING 122023 XXXXXXX0967
12/21	9.59	INTUIT 42816445 TRAN FEE 231221 524771998921412
12/21	425.00	EMPOWER EMPOWER 440026449140
12/21	3,319.44	WVTREASURY HIGHWAYS 231221 20231219103709@
12/22	1.78	INTUIT 48177155 TRAN FEE 231222 524771998921412
12/27	5,634.21	BUS ONL TFR TO CHECKING 122723 XXXXXXX8506
12/27	8,057.71	BUS ONL TFR TO CHECKING 122723 XXXXXXX8506
12/28	14.20	INTUIT 61160855 TRAN FEE 231228 524771998921412
12/29	1.21	INTUIT 65578485 TRAN FEE 231229 524771998921412

**Balance Activity**

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

<b>Date</b>	<b>Balance</b>	<b>Date</b>	<b>Balance</b>	<b>Date</b>	<b>Balance</b>
11/30	571,548.97	12/11	502,249.25	12/20	417,357.35
12/01	571,631.00	12/12	501,623.56	12/21	412,856.64
12/04	565,388.85	12/13	513,044.66	12/22	412,397.61
12/05	560,479.54	12/14	511,651.34	12/26	413,010.54
12/06	534,367.40	12/15	489,029.63	12/27	399,071.12
12/07	504,851.86	12/18	467,103.31	12/28	399,492.92
12/08	504,749.25	12/19	460,775.97	12/29	398,498.99

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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$2,392.89</b>
<b>12/01/23 to 12/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$2,392.89</b>
Days in Statement Period	31		
Average Ledger Balance*	2,392.89		
Average Collected Balance*	2,392.89		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

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

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


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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$378.70</b>
<b>12/01/23 to 12/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$378.70</b>
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**

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

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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$2,347.54</b>
<b>12/01/23 to 12/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$2,347.54</b>
Days in Statement Period	31		
Average Ledger Balance*	2,347.54		
Average Collected Balance*	2,347.54		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

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

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

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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b> 12/01/23 to 12/31/23		<b>Beginning Balance</b>	<b>\$29,302.97</b>
		<b>Credits (+)</b>	<b>91,502.46</b>
		Electronic Deposits	91,502.46
Days in Statement Period	31	<b>Debits (-)</b>	<b>110,098.73</b>
		Regular Checks Paid	3,525.71
Average Ledger Balance*	16,965.44	Electronic Withdrawals	97,858.63
Average Collected Balance*	16,965.44	Wire Transfer Debits	8,714.39
* The above balances correspond to the service charge cycle for this account.		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$10,706.70</b>

**Other Credits (+)**

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

Date	Amount	Description
12/04	8,057.71	FID BKG SVC LLC ACH 231204 676996093 1R3LT
12/04	5,634.21	FID BKG SVC LLC ACH 231204 676996100 1R3LN
12/06	25,000.00	BUS ONL TFR FRM CHECKING 120623 XXXXXXXX8454
12/20	39,118.62	BUS ONL TFR FRM CHECKING 122023 XXXXXXXX8454
12/27	8,057.71	BUS ONL TFR FRM CHECKING 122723 XXXXXXXX8454
12/27	5,634.21	BUS ONL TFR FRM CHECKING 122723 XXXXXXXX8454

**Checks (-)**

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

Date	Amount	Check #	Date	Amount	Check #
12/04	1,350.68	10106	12/05	2,175.03	10107

(\*) 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
12/07	13,276.85	ADP Tax ADP Tax 231207 09VJH 120749A01
12/07	39,682.23	ADP WAGE PAY WAGE PAY 231207 941729474278VJH
12/19	5,878.37	WVTREASURY CPRB WEB 231219 X23100

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**Other Debits (-)**

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

Date	Amount	Description
12/21	8,984.43	ADP Tax ADP Tax 231221 09VJH 122151A01
12/21	28,676.06	ADP WAGE PAY WAGE PAY 231221 711072120516VJH
12/22	125.57	ADP PAYROLL FEES ADP FEES 231222 929130831439
12/22	243.40	ADP PAYROLL FEES ADP FEES 231222 929130831438
12/28	4,000.53	OUTGOING FEDWIRE TRANSFER - FREEFORM
12/28	4,713.86	OUTGOING FEDWIRE TRANSFER - FREEFORM
12/28	283.00	ADP Tax ADP Tax 231228 09XGX 122952A01
12/28	708.72	ADP Tax ADP Tax 231228 09XKC 122952A01

**Service Charge Summary**

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

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

**Balance Activity**

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

Date	Balance	Date	Balance	Date	Balance
11/30	29,302.97	12/07	11,510.10	12/22	6,720.89
12/04	41,644.21	12/19	5,631.73	12/27	20,412.81
12/05	39,469.18	12/20	44,750.35	12/28	10,706.70
12/06	64,469.18	12/21	7,089.86		

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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$9,918.00</b>
<b>12/01/23 to 12/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$9,918.00</b>
Days in Statement Period	31		
Average Ledger Balance*	9,918.00		
Average Collected Balance*	9,918.00		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

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

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

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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b>		<b>Beginning Balance</b>	<b>\$995.16</b>
<b>12/01/23 to 12/31/23</b>		<b>Total Service Charges (-)</b>	<b>0.00</b>
		<b>Ending Balance</b>	<b>\$995.16</b>
Days in Statement Period	31		
Average Ledger Balance*	995.16		
Average Collected Balance*	995.16		
* The above balances correspond to the service charge cycle for this account.			

**Service Charge Summary**

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

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

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**Huntington Public Funds Economy Checking**

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

<b>Statement Activity From:</b> 12/01/23 to 12/31/23		<b>Beginning Balance</b>	<b>\$1,185.00</b>
Days in Statement Period 31		<b>Credits (+)</b>	<b>4,000.00</b>
Average Ledger Balance* 2,733.38		Electronic Deposits	4,000.00
Average Collected Balance* 2,733.38		<b>Total Service Charges (-)</b>	<b>0.00</b>
* The above balances correspond to the service charge cycle for this account.		<b>Ending Balance</b>	<b>\$5,185.00</b>

**Other Credits (+)**

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

Date	Amount	Description
12/20	4,000.00	BUS ONL TFR FRM CHECKING 122023 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
11/30	1,185.00	12/20	5,185.00		

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 Sat. 8:30-12:00 Noon  
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Member  
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**FINANCIAL SERVICES STATEMENT**

Statement Date: **11/30/2023**

Account No.: **46493** Page: **1**

**CHECKING ACCOUNT SUMMARY**

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 10/31/23		495,778.35
Debits		0.00
Ending Balance On 11/30/23		495,778.35
<b>Average Balance (Ledger)</b>	<b>495,778.35+</b>	

**DAILY BALANCE SUMMARY**

Beginning Ledger Balance on 10/31/23 was 495,778.35

Date	Balance	Date	Balance	Date	Balance
11/30/23	495,778.35				

**This Statement Cycle Reflects 30 Days**

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**CITY OF WESTON**  
**Check Detail**  
December 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	12/07/2023	WV Court Fees		101.1 · GENERAL FUNDS 01521008454		-180.00
					700.229 · POLICE COURT COST & DAMAGES	-180.00	180.00
TOTAL						-180.00	180.00
Check	ACH	12/07/2023	Empower Retirement		101.1 · GENERAL FUNDS 01521008454		-400.00
					224.3 · CPRS RETIREMENT W/H	-400.00	400.00
TOTAL						-400.00	400.00
Check	ACH	12/15/2023	US Bank		101.1 · GENERAL FUNDS 01521008454		-21,637.91
					Purchasing Cards	-21,637.91	21,637.91
TOTAL						-21,637.91	21,637.91
Check	ACH	12/15/2023	Huntington National Bank		101.1 · GENERAL FUNDS 01521008454		-163.20
					440.232 · CITY HALL BANK CHARGES	-163.20	163.20
TOTAL						-163.20	163.20
Check	ACH	12/15/2023	Huntington National Bank		101.1 · GENERAL FUNDS 01521008454		-50.00
					440.232 · CITY HALL BANK CHARGES	-50.00	50.00
TOTAL						-50.00	50.00
Check	ACH	12/15/2023	Huntington National Bank		101.1 · GENERAL FUNDS 01521008454		-15.00
					440.232 · CITY HALL BANK CHARGES	-15.00	15.00
TOTAL						-15.00	15.00
Check	ACH	12/15/2023	PEIA		101.1 · GENERAL FUNDS 01521008454		-867.00
					440.105 · CITY HALL CONTRIBUTION INSURANC	-867.00	867.00
TOTAL						-867.00	867.00
Check	ACH	12/15/2023	PEIA		101.1 · GENERAL FUNDS 01521008454		-21,110.06
					440.105 · CITY HALL CONTRIBUTION INSURANC	-21,110.06	21,110.06
TOTAL						-21,110.06	21,110.06

**CITY OF WESTON**  
**Check Detail**  
December 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	12/15/2023	CPRB		101.1 · GENERAL FUNDS 01521008454		-5,202.34
					700.106 · POLICE RETIREMENT CPRB	-5,202.34	5,202.34
TOTAL						-5,202.34	5,202.34
Check	ACH	12/19/2023	West Virginia Division of Highways		101.1 · GENERAL FUNDS 01521008454		-3,319.44
					753.341 · SNOW REMOVAL SUPPLIES	-3,319.44	3,319.44
TOTAL						-3,319.44	3,319.44
Check	ACH	12/19/2023	CPRB		101.1 · GENERAL FUNDS 01521008454		-1,077.66
					706.106 · FIRE DEPT RETIREMENT CPRB	-1,077.66	1,077.66
TOTAL						-1,077.66	1,077.66
Check	ACH	12/20/2023	Vacant Structures Fund		101.1 · GENERAL FUNDS 01521008454		-4,000.00
					326.000 · PERMIT FEES	-4,000.00	4,000.00
TOTAL						-4,000.00	4,000.00
Check	ACH	12/20/2023	Empower Retirement		101.1 · GENERAL FUNDS 01521008454		-425.00
					224.3 · CPRS RETIREMENT W/H	-425.00	425.00
TOTAL						-425.00	425.00
Check	CCADJ	12/01/2023			101.1 · GENERAL FUNDS 01521008454		-12.44
					440.232 · CITY HALL BANK CHARGES	-12.44	12.44
TOTAL						-12.44	12.44
Check	CCADJ	12/04/2023			101.1 · GENERAL FUNDS 01521008454		-2.75
					440.232 · CITY HALL BANK CHARGES	-2.75	2.75
TOTAL						-2.75	2.75
Check	CCADJ	12/05/2023			101.1 · GENERAL FUNDS 01521008454		-5.44
					440.232 · CITY HALL BANK CHARGES	-5.44	5.44
TOTAL						-5.44	5.44



**CITY OF WESTON**  
**Check Detail**  
December 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	CCADJ	12/07/2023			101.1 · GENERAL FUNDS 01521008454		-12.46
					440.232 · CITY HALL BANK CHARGES	-12.46	12.46
TOTAL						-12.46	12.46
Check	CCADJ	12/15/2023			101.1 · GENERAL FUNDS 01521008454		-17.09
					440.232 · CITY HALL BANK CHARGES	-17.09	17.09
TOTAL						-17.09	17.09
Check	CCADJ	12/18/2023			101.1 · GENERAL FUNDS 01521008454		-9.30
					440.232 · CITY HALL BANK CHARGES	-9.30	9.30
TOTAL						-9.30	9.30
Check	CCADJ	12/20/2023			101.1 · GENERAL FUNDS 01521008454		-9.59
					440.232 · CITY HALL BANK CHARGES	-9.59	9.59
TOTAL						-9.59	9.59
Check	CCADJ	12/21/2023			101.1 · GENERAL FUNDS 01521008454		-1.78
					440.232 · CITY HALL BANK CHARGES	-1.78	1.78
TOTAL						-1.78	1.78
Check	CCADJ	12/27/2023			101.1 · GENERAL FUNDS 01521008454		-14.20
					440.232 · CITY HALL BANK CHARGES	-14.20	14.20
TOTAL						-14.20	14.20
Check	CCADJ	12/28/2023			101.1 · GENERAL FUNDS 01521008454		-1.21
					440.232 · CITY HALL BANK CHARGES	-1.21	1.21
TOTAL						-1.21	1.21
Check	CCADJ	12/31/2023			101.1 · GENERAL FUNDS 01521008454		-20.00
					440.232 · CITY HALL BANK CHARGES	-20.00	20.00
TOTAL						-20.00	20.00

**CITY OF WESTON**  
**Check Detail**  
December 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	18073	12/05/2023	Rocket Preowned Motors		101.1 · GENERAL FUNDS 01521008454		-35,000.00
Bill		12/05/2023			750.459 · STREETS & HWY CAPITAL OUTLAY	-35,000.00	35,000.00
TOTAL						-35,000.00	35,000.00
Bill Pmt -Check	18074	12/07/2023	C.J. Products, Inc		101.1 · GENERAL FUNDS 01521008454		-1,044.40
Bill		11/30/2023			750.232 · STREET DEPT CHRISTMAS LIGHTS	-758.00	758.00
Bill		11/30/2023			750.232 · STREET DEPT CHRISTMAS LIGHTS	-286.40	286.40
TOTAL						-1,044.40	1,044.40
Bill Pmt -Check	18075	12/07/2023	Encova Insurance		101.1 · GENERAL FUNDS 01521008454		-3,465.00
Bill		11/01/2023			440.112 · CITY HALL WORKERS COMP	-3,465.00	3,465.00
TOTAL						-3,465.00	3,465.00
Bill Pmt -Check	18076	12/07/2023	Foster Feed.		101.1 · GENERAL FUNDS 01521008454		-116.95
Bill		11/24/2023			950.341 · BEAUTIFICATION-SUPPLIES	-116.95	116.95
TOTAL						-116.95	116.95
Bill Pmt -Check	18077	12/07/2023	Garrett Co. dba Swisher Feed & Supply		101.1 · GENERAL FUNDS 01521008454		-269.05
Bill		11/24/2023			755.341 · STREET CONST. SUPPLIES	-269.05	269.05
TOTAL						-269.05	269.05
Bill Pmt -Check	18078	12/07/2023	H&M Motor Company		101.1 · GENERAL FUNDS 01521008454		-348.92
Bill		11/24/2023			706.217 · FD VEHICLE MAINTENANCE	-348.92	348.92
TOTAL						-348.92	348.92
Bill Pmt -Check	18079	12/07/2023	Hart Office		101.1 · GENERAL FUNDS 01521008454		-313.04
Bill		11/24/2023			440.601 · City Hall Copier	-96.15	96.15
					440.601 · City Hall Copier	-216.89	216.89
TOTAL						-313.04	313.04
Bill Pmt -Check	18080	12/07/2023	Hope Gas		101.1 · GENERAL FUNDS 01521008454		-1,826.46

**CITY OF WESTON**  
**Check Detail**  
December 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		11/24/2023			750.250 - STREET DEPT GAS UTILITY	-195.76	195.76
Bill		11/24/2023			750.250 - STREET DEPT GAS UTILITY	-504.63	504.63
Bill		11/24/2023			750.250 - STREET DEPT GAS UTILITY	-275.57	275.57
Bill		11/24/2023			440.250 - CITY HALL GAS UTILITY	-333.45	333.45
Bill		11/24/2023			706.250 - FIRE DEPT GAS UTILITY	-175.68	175.68
Bill		11/24/2023			706.250 - FIRE DEPT GAS UTILITY	-341.37	341.37
TOTAL						-1,826.46	1,826.46
<b>Bill Pmt -Check</b>	<b>18081</b>	<b>12/07/2023</b>	<b>J &amp; M Grafix</b>		<b>101.1 - GENERAL FUNDS 01521008454</b>		<b>-782.00</b>
Bill		11/28/2023			752.341 - SIGNS & SIGNALS SUPPLIES & MAT	-70.00	70.00
					345.001 - Welcome Sign Billboards	-400.00	400.00
Bill		11/28/2023			752.341 - SIGNS & SIGNALS SUPPLIES & MAT	-312.00	312.00
TOTAL						-782.00	782.00
<b>Bill Pmt -Check</b>	<b>18082</b>	<b>12/07/2023</b>	<b>Judy Piercy.</b>		<b>101.1 - GENERAL FUNDS 01521008454</b>		<b>-48.15</b>
Bill		11/28/2023			440.341 - CITY HALL SUPPLIES & MATERIALS	-48.15	48.15
TOTAL						-48.15	48.15
<b>Bill Pmt -Check</b>	<b>18083</b>	<b>12/07/2023</b>	<b>Lewis County 911</b>		<b>101.1 - GENERAL FUNDS 01521008454</b>		<b>-3,300.00</b>
Bill		11/01/2023			711.230 - COMM. CENTER 911 CONTRACTED SE	-3,300.00	3,300.00
TOTAL						-3,300.00	3,300.00
<b>Bill Pmt -Check</b>	<b>18084</b>	<b>12/07/2023</b>	<b>Lewis County First</b>		<b>101.1 - GENERAL FUNDS 01521008454</b>		<b>-1,000.00</b>
Bill		12/04/2023			410.568 - CITY COUNCIL CONTRIBUTIONS	-1,000.00	1,000.00
TOTAL						-1,000.00	1,000.00
<b>Bill Pmt -Check</b>	<b>18085</b>	<b>12/07/2023</b>	<b>Mon Power Electric</b>		<b>101.1 - GENERAL FUNDS 01521008454</b>		<b>-415.00</b>
Bill		11/28/2023			440.253 - CITY HALL ELECTRIC	-367.19	367.19
Bill		11/28/2023			750.253 - STREET DEPT / ELECTRIC	-47.81	47.81
TOTAL						-415.00	415.00
<b>Bill Pmt -Check</b>	<b>18096</b>	<b>12/07/2023</b>	<b>Parr Public Safety Equipment, Inc</b>		<b>101.1 - GENERAL FUNDS 01521008454</b>		<b>-755.60</b>
Bill		12/07/2023			700.217 - POLICE M & R AUTOS/TRUCKS	-755.60	755.60
TOTAL						-755.60	755.60

**CITY OF WESTON**  
**Check Detail**  
December 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	18097	12/07/2023	Thompson Reuters		101.1 · GENERAL FUNDS 01521008454		-188.16
Bill		12/07/2023			417.222 · CITY ATTORNEY DUES AND SUBSCRIF	-188.16	188.16
TOTAL						-188.16	188.16
Bill Pmt -Check	18098	12/07/2023	West Virginia American Water Company		101.1 · GENERAL FUNDS 01521008454		-497.97
Bill		12/07/2023			715.251 · FIRE HYDRANT WATER UTILITY	-497.97	497.97
TOTAL						-497.97	497.97
Bill Pmt -Check	18099	12/07/2023	West Virginia Humanities Council		101.1 · GENERAL FUNDS 01521008454		-300.00
Bill		12/07/2023			911.230 · HISTORICAL COMM. CON. SERVICES	-300.00	300.00
TOTAL						-300.00	300.00
Bill Pmt -Check	18100	12/07/2023	WHAW		101.1 · GENERAL FUNDS 01521008454		-247.50
Bill		12/07/2023			440.220 · CITY HALL - ADVERTISING	-247.50	247.50
TOTAL						-247.50	247.50
Bill Pmt -Check	18101	12/07/2023	Mon Power Electric		101.1 · GENERAL FUNDS 01521008454		-5,484.62
Bill		11/28/2023			750.253 · STREET DEPT / ELECTRIC	-142.76	142.76
Bill		11/28/2023			751.213 · STREET LIGHTS UTILITIES	-43.57	43.57
Bill		11/28/2023			752.213 · SIGNS & SIGNALS UTILITIES	-21.85	21.85
Bill		12/07/2023			751.213 · STREET LIGHTS UTILITIES	-13.90	13.90
Bill		12/07/2023			750.253 · STREET DEPT / ELECTRIC	-11.98	11.98
Bill		12/07/2023			751.213 · STREET LIGHTS UTILITIES	-5,250.56	5,250.56
TOTAL						-5,484.62	5,484.62
Bill Pmt -Check	18110	12/20/2023	Quill		101.1 · GENERAL FUNDS 01521008454		-280.99
Bill		12/13/2023			440.341 · CITY HALL SUPPLIES & MATERIALS	-16.14	16.14
					750.341 · STREETS & HWY SUPPLIES & MAT	-167.38	167.38
					750.341 · STREETS & HWY SUPPLIES & MAT	-37.79	37.79
					750.341 · STREETS & HWY SUPPLIES & MAT	-53.99	53.99
					414.341 · FINANCE DEPT / SUPPLIES	-5.69	5.69
TOTAL						-280.99	280.99

**CITY OF WESTON**  
**Check Detail**  
December 2023

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	18111	12/20/2023	West Virginia American Water Company		101.1 · GENERAL FUNDS 01521008454		-146.41
Bill		12/13/2023			750.251 · STREET DEPT WATER	-39.41	39.41
Bill		12/13/2023			440.251 · CITY HALL WATER	-107.00	107.00
TOTAL						-146.41	146.41
Bill Pmt -Check	18112	12/20/2023	Weston Democrat, Inc..		101.1 · GENERAL FUNDS 01521008454		-97.26
Bill		12/13/2023			440.220 · CITY HALL - ADVERTISING	-97.26	97.26
TOTAL						-97.26	97.26
Bill Pmt -Check	18113	12/20/2023	Weston Sanitary Board.		101.1 · GENERAL FUNDS 01521008454		-180.12
Bill		12/13/2023			750.252 · STREET DEPT SANITARY SEWAGE	-121.72	121.72
Bill		12/13/2023			440.252 · CITY HALL SANITARY SEWAGE	-58.40	58.40
TOTAL						-180.12	180.12
Bill Pmt -Check	18114	12/20/2023	Citizens Bank of Weston, Inc.		101.1 · GENERAL FUNDS 01521008454		-834.77
Bill		12/05/2023			700.459 · POLICE CAPITAL OUTLAY	-834.77	834.77
TOTAL						-834.77	834.77
Bill Pmt -Check	18115	12/20/2023	City of Buckhannon Utility Boards		101.1 · GENERAL FUNDS 01521008454		-52.45
Bill		12/13/2023			750.215 · STREETS & HWY BLDG & GROUNDS	-52.45	52.45
TOTAL						-52.45	52.45
Bill Pmt -Check	18116	12/20/2023	Hardman Trucking Inc		101.1 · GENERAL FUNDS 01521008454		-717.60
Bill		12/13/2023			950.341 · BEAUTIFICATION-SUPPLIES	-717.60	717.60
TOTAL						-717.60	717.60
Bill Pmt -Check	18117	12/20/2023	HDL Companies		101.1 · GENERAL FUNDS 01521008454		-667.89
Bill		12/13/2023			414.230 · FINANCE DEPT CONTRACT SERV	-667.89	667.89
TOTAL						-667.89	667.89
Bill Pmt -Check	18118	12/20/2023	J F Allen		101.1 · GENERAL FUNDS 01521008454		-1,326.45
Bill		12/11/2023			753.341 · SNOW REMOVAL SUPPLIES	-1,326.45	1,326.45

**CITY OF WESTON**  
**Check Detail**  
December 2023

	<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Item</u>	<u>Account</u>	<u>Paid Amount</u>	<u>Original Amount</u>
TOTAL							-1,326.45	1,326.45
	Bill Pmt -Check	18119	12/20/2023	LEAF		101.1 · GENERAL FUNDS 01521008454		-238.67
	Bill		12/13/2023			440.601 · City Hall Copier	-238.67	238.67
TOTAL							-238.67	238.67
	Bill Pmt -Check	18120	12/20/2023	Marty Lewis		101.1 · GENERAL FUNDS 01521008454		-497.25
	Bill		12/13/2023			440.341 · CITY HALL SUPPLIES & MATERIALS	-497.25	497.25
TOTAL							-497.25	497.25
	Bill Pmt -Check	18121	12/21/2023	West Virginia American Water Company		101.1 · GENERAL FUNDS 01521008454		-43.27
	Bill		12/13/2023			706.251 · FIRE DEPT WATER	-43.27	43.27
TOTAL							-43.27	43.27

## **December Report 2023**

### **Street Department**

- **We worked with the paving contractors to complete the paving job on Water Street, Water Street Parking Lot, and George Street slip area**
- **Blacktop patched 5 ton in Ward 3**
- **We have worked in all buildings at the Street Department to try and seal off all windows and cracks to help make heating the buildings much more efficient**
- **6 employees assisted with delivering gifts for the Salvation Army to the resort and also assisted with handing them out to the families**
- **4 employees assisted with handing out food at the food drive at the Jacksons Mill Airstrip**
- **Assisted in installing new lights within the City Building**
- **Sold the blacktop paver and assisted getting it out from the Street Department**
- **Used the jet truck to unclog a storm drain line on Loftus Street, McGary Avenue, and Brown Avenue. This clog led to multiple concern citizen call ins and major ice build up at the intersection. After the lines were cleaned we ditched with the excavator from Brown Avenue to Harrison Avenue to allow for sufficient water flow.**
- **Worked on draining the jet truck water system for the year**
- **Cold patched potholes on Arnold Street**
- **Installed new electric wire and components on the salt bin at the Street Department**
- **Put together and installed 15MPH signs on State Street and South River Avenue**
- **Worked on the Christmas lights on Main Street**
- **Done body work to Sewer Company's older crane truck**
- **Serviced the F550**
- **We had a hydraulic cylinder rebuilt by Mountaineer Hydraulics for the bucket truck where the old one blew out the seals inside**
- **Installed new walk in door on the bottom garage**
- **Installed new inner and outer tie rods on the K-9 Cruiser**
- **Installed new sway bar link on the K-9 Cruiser**
- **Cut down overhanging tree on Loftus Street**
- **Installed new batteries and alternator on the bucket truck**
- **Installed new rubber snow guards on the snow plows**



- **Went and picked up the newly purchased truck and brought back to the shop (we are going to dismantle the plow set up on it and install it on the older model F-250 we have to try and keep the new truck out of the salt)**
- **Purchased and hauled multiple loads of salt from Elkins JF Allen to keep the salt been full for winter weather**
- **Swept with the sweeper and skid steer 1<sup>st</sup> Street, Heath Court, and Cottage Avenue**
- **Built and installed railing around the Holt Property concrete pad for the skating rink**
- **Put together flooring for the skating rink at the Holt Property**
- **We have been working off and on shift work when winter weather is in the forecast**
- **Trash duty weekly**



102 West 2<sup>nd</sup> St.

Weston, WV 26452

304-269-6141

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## **Building and Zoning**

### **December Report**

- 1. Demolition of 370 Broad St complete**
- 2. Completed 2 online Webinars**
- 3. Attended BZA meeting for Smoke Camp Crafts Greenhouse**
- 4. Worked with police on parking issues**
- 5. Removed trash from home on Mound Ave.**
- 6.**







## Weston Animal Control Officer

### December Report

With this month being a lot colder at night and with all the rain, I cooperated with residence to help collect some of the more friendly cats that are being fed. I would bring a pet carrier to the residence and they would load up the cat and I would take it to Lewis-Upshur Animal Control Facility where it would be vaccinated and dewormed and flea treated then sent to be fixed with the other friendly pound animals or adopted and the adopter given a time limit and a voucher to fix the cat. When receiving concerns from residence that a family member or neighbor left behind a cat when moving I have been making arrangements to pick up the animal on a convenient time we agree upon so the cat isn't put outside to breed. Also by letting residence borrow traps to catch the cats they feed to take to appointments they themselves scheduled and paid for. This way the cat is being monitored by the home owner /feeder constantly and can instantly be taken out of the elements to ensure the cats wellbeing. Unfortunately I have also had to help collect Cats from under porches or trailers at Gee Lick Trailer Park that had been struck by cars and the injuries were severe.

Owner Surrendered Cats: 6 - all 6 adopted or sent to rescue and fixed

Friendly Feeder Caught Cats: 9 – 7 adopted, 2 still waiting to be adopted all fixed

Cats Caught by Loaned Traps – 14! All fixed and released

Injured cats – 4 unfortunately euthanized due to severe injury



## Business License Report

For the Month of

December 2023

<u>Name</u>	<u>Occupation</u>	<u>Date</u>
Dunn's Refrigeration & Air Conditioning LLC 7 Lois Lane Fairmont, WV 26554 (304) 288-1426	All Other Business	12-5-2023
Magill Enterprises LLC DBA BJ Contracting of WV PO Box 156 Bridgeport, WV 26330 (304)709-1510	Contractor	12/7/2023



<b><u>City Manager Status of Works</u></b>	
	as of 1/2/2024
<b><u>City Attorney</u></b>	<b><u>Status</u></b>
Acquisition of American Water Dam Property	offer made by American Water; awaiting potential grant application
Codification	continuing periodic meetings with
Municipal Court Prosecutions	ongoing
Annexation	preparing for public meeting to discern public interest
Kenny Hall apartment development	awaiting update from Kenny on desired next steps
Ongoing dilapidated property acquisitions	ongoing
<b><u>City Clerk</u></b>	
Municipal Court	working on backlog tickets
B&O Tax Collections	intend to review with Finance Manager for better efficiencies
<b><u>City Finance Manager</u></b>	
Municipal Fee Study	provided draft of possible fees to Council
Municipal Fee Setup and Possible Migration	awaitng WSB merger possibility
Americorps Program Planning Year	Laura is drafting her draft plan for a Feb submission
<b><u>City Manager</u></b>	
New Signage for City Hall	working with Mayor
New Office Space for City Hall	will erect wall this month for new office
First Due Fire Fee	calculations made for possible fees
HubCAP Community	January survey review; possible public meeting end of January
<b><u>Code Enforcement/Building Department</u></b>	
Creation of Vacant Structures Database	software sales call with lworks
Creation of Building Permit Database	software sales call with lworks
Dilapidated Building Grant Program Admin	ongoing
Feline Control	works continue
<b><u>Fire Department</u></b>	
Emergency Response Planning for City	Panhandle Cleaning
School Outreach	
First Due Fire Ordinance	
<b><u>Historic Landmark Commission</u></b>	
Façade Grant Program	first rounds awarded
Weston Cultural Center	released the RFP; no responses so will extend two weeks
Updated Historic Registry	need employee or volunteer willing to perform
<b><u>Parks and Recreation</u></b>	
Riverfront Park Project	grant agreement received; preparing the RFP for engineering services
Whelan Park Partnership	awaiting contact with owners
Mary Conrad Park Planning	submitted draft plan to Army Corp for review and comment
Carp Festival	early planning for 2024
Christmas Parade	Clerk is ready to send invites; float contest sponsorship
<b><u>Planning Commission</u></b>	
Updated Comprehensive Plan	Continued monthly meetings for draft comprehensive plan
<b><u>Police Department</u></b>	
Downtown Camera Project	bracket in and awaiting good weather period to climb and install locations in town
Body Camera Installation	Body Cameras are operating
Speed Data Monitoring	have deployed in numerous locations
<b><u>Street Department/Stormwater</u></b>	
Stormwater Mapping	winter work
Paving Works	paving invoiced and checking invoiced amounts
4th St Sidewalk @ Lively	pushed to spring
Brown Avenue Stormsewer	awaiting Nate and Mike design
Downtown Beautification	needs lights quoted for possible ARPA acquisition

	Downtown Historic Signage	awaiting design from HLC
	Sidewalk Planning/Program	City Manager is drafting program for February approval
	Street and Curb Painting	painting in spring; possible travel to see curbing machine in operation this month
	<b>Sanitary Sewer Department</b>	
	System Mapping	winter work
	Pump Station #1 Rehabilitations	need planning meeting
	Disconnection of Rooftop Gutters	need to develop plan with Code Enforcement
	Merger Discussion	working on budget for the remainder of the year
	Sludge Project	engineering contract reviewed and awaiting final approval

**Ordinance 2023-22**

**Ordinance to Amend the September 5, 2006, Feline Control Ordinance by Adding in Registration Processes and Registration Fees**

WHEREAS, the City of Weston passed a Feline Control Ordinance on September 5, 2006 ("the Ordinance");

WHEREAS, Section 4-24(a) of the Ordinance indicates felines must be registered through a tagging process;

WHEREAS, the Ordinance does not specifically outline a tagging process or what the tagging process is;

WHEREAS, the Ordinance does not specifically outline any type of fees to be assessed relative to a tagging process;

The City of Weston now amends the Ordinance to include the following under Section 4-24:

"b. The tagging process shall be created and administered by the Animal Control Officer. The tagging process shall be humane to the cats being registered. The tagging process shall provide owners with an identification tag that clearly indicates the cat has been registered under the registration program authorized by the Ordinance. The tagging process may provide a collar to place around the cat's neck to aid in placement of the tag on the cat. The tagging process shall include a registration form that identifies the owner's name, the owner's address, the cat's name, the cat's breed, and distinguishing characteristics of the cat.

c. Fees for registering a cat shall be as follows:

Initial Registration: \$ 5

Re-registration due to lost tag, destroyed tag, or unreadable tag: \$2.50

Untagged cats or the use of a tag not authorized by the Animal Control Officer will result in a \$100 fine.

d. Any cat found without the appropriate registration tags will be presumed to be unregistered and subject to impoundment rules in Section 4-23, Section 4-24, and Section 4-29 of the Ordinance."

If a court of competent jurisdiction finds any portion of this ordinance to be defective then the remaining portions shall remain in full effect.

This ordinance becomes effective the day it is passed.

First Reading 12-4-2023

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

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

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

## **Project Narrative**

**Grantee Name: City of Weston**

**FAIN: B-23-CP-WV-1609**

**Project Title: Weston Downtown Riverfront Park**

The City of Weston is situated in Lewis County, West Virginia. The city's population as of the 2021 census is 3,890. The community is located in rural northcentral West Virginia. While Weston compares with other small towns that have lost manufacturing and other jobs resulting in a loss of population through the years, a spark has been ignited to reimagine and redevelop Weston into a vibrant, livable community.

There has been a concerted effort by the City and local groups to "clean up" the town by painting curbs, planting flowers, mural placements, paving roads, and addressing the 110 vacant/dilapidated buildings. The City of Weston received funding from the WV Division of Environmental Protection Agency to tear down some of those structures. Last year, six properties were razed. During this fiscal year, the City has completed two additional demolitions with more to come. Two of the eight done in the past year have been along the City's downtown riverfront corridor with substantial investments made.

The clean up efforts not only make the city look better to visitors and tourists, but provide an incentive for residents to get outside to participate in outdoor activities. Hence, the concept of a Riverfront Park was envisaged. Additionally, the park would add to the outdoor experience - providing health and wellness benefits for our residents.

The City of Weston owns riverbank property on each side of the West Fork River in downtown Weston. There is a small walk bridge that traverses from one side of the river to the other side in front of the Trans-Allegheny Lunatic Asylum. The Asylum is a major draw at certain times of the year for tourists. Before and after tours, visitors use the bridge to access Main Avenue in Weston where they can dine at our local restaurants or do some shopping.

The overarching goal of the Riverfront Park is to connect the city to the water through a series of expanded trails/paths, water access and multiple activities along the downtown riverfront and perhaps be the first phase constructed and signature trailhead for the future Lewis County Greenway System.

The project is planned to be completed in separate phases. In Phase 1, we intend to focus on a walking/greenway trail, a redesign and completion of the parking area including plantings, beautification and trees, a fishing pier, and a boat/kayak put in or take out. This work would also include trail amenities such as wayfinding signs, trail



loops, etc. Part of the Phase 1 plan will involve the work of realigning the intersection of N River Avenue and W 2nd Street to allow for better pedestrian protection and crossing through a controlled intersection. This phase could also include a park area with seating and/or central gathering area if space is available. We will also explore the potential for the installation through this grant or others of a shelter, restrooms, or playground.

Phase 2 would most likely entail the extension of the park to the south along the old railroad corridor that parallels the West Fork River in conjunction with the Lewis County Greenways Concept Plan developed in 2022.

Phase 3 would explore the West Fork River and its suitability for the creation of a lazy river or small whitewater adventure. Stonewall Jackson Lake State Park and the Stonewall Resort are just south of our intended project. Their guests are always looking to further their outdoor experience. This effort will require the City of Weston to work in concert with the Army Corps of Engineers and local property owners to carry out this goal. Portions of the planning for this project may be included in the Phase 1 preliminary design to allow for the proper siting of features.

The Phase 1 portion of the redevelopment will be conducted in the projected fashion:

- Engage with a technical firm for the finalization of the layout of the conceptual plan and preliminary drawings
- Conduct a series of public meetings to allow the input of the public on the proposed plans
- Finalization of the project layout and final design
- Preparation of bid documents and bidding
- Enter into an agreement for construction of the project.
- Complete construction

The following is a more indepth description of the key features anticipated through the Phase 1 development:

### **Redevelopment of the Parking Lot**

The current parking lot is an unimproved gravel lot with concrete bumpers and a mismatch of drainage ditches and drains. This lot was constructed after the abandonment of the area by the railroad industry as freight service ended in the latter part of the 20th century. The conceptual plan shows room for 58 parking spots with curbing and a bituminous asphalt surface. This lot serves public events downtown and the busy times of the Asylum tour season.

### **Trail and Spurs**

The redeveloped park will look to integrate the newly planned Lewis County Greenway recreational system as a focal point. The trail will be integrated into the new

improvements to allow the Riverfront Park to serve as a trailhead and spur. This trail will most likely be 8-10' in width and run the entire length of the project tying into the sidewalk system on West 2nd Street and dead ending on the far end of the park for a Phase 2 project. Some smaller spurs will be considered to allow the trail users to get to the parking lot, bathrooms, playgrounds and other points of interest.

### **Plantings and Beautification**

The plan will look to include various native species and tree plantings with the possibility of developing a downtown arboretum for visitors to see in one place all of the unique species of trees our area has to offer. This effort will most likely be integrated with the Weston Tree Board which is reforming after a many year hiatus. Decorative lights and the removal of overhead power pole lights will also be included in the planning/budget to improve the aesthetic appeal complimented by various small vegetative plantings. Wayfinding signs showing local downtown destinations will also be installed to drive non-local traffic to points of interest.

### **River Access via Fishing Pier and/or Kayak Dock**

The City does not currently have a river access point that has been improved within the City limits. Many people travel to Weston to fish for muskey and use various water craft such as small johnboats and kayaks for fishing or recreational paddling. The City will look to create at least one entry point with concrete stairs and a ramp for sliding boats and possibly a wooden pier on the bank for fishing.

### **Reconfiguration of W 2<sup>nd</sup> and N River Intersection**

This work will entail the design and reconstruction of the approach road at the east end of the park. This will allow for protected pedestrian crossings with marked crosswalks and potentially a signalized intersection. The current intersection does not line up and will need to be reconstructed with new sidewalk radii and approach work. It is hoped that due to this intersection being within the WV Department of Highway system that some local financial and technical assistance will also be available.

### **Shelters, Playgrounds and Restrooms**

The above mentioned facilities do not currently exist in the public sphere in our downtown area. The Lewis County Farmer's Market has been engaged and shown interest in having a shelter constructed that will allow them to have weekly farmer's market gatherings at the park. This shelter will most likely be wooden and have open sides to allow trucks and people to easily migrate through and can double as an event pavilion for small gatherings. A playground for children and a public restroom will also be sited and installed where space and public feedback dictates.

**Budget Narrative:**

The budget has been reconfigured to include a public match of \$49, 280, a request of \$850,000 of grant funds for a total project cost of \$899, 280 to be able to complete the project. It is hoped that costs can be pared and that local partnerships may allow for some of these works to be completed outside the scope of this Phase 1 budget to allow the local match to be in kind or reduced. The project team's goal is to see the grant portion of the project's funds to be spent on construction as much as possible.



# WESTON DOWNTOWN RIVERFRONT PARK

May 2023



PHASE 1 COST ESTIMATE (BASED ON 2020 THRASHER ENGINEERING ESTIMATE)

ITEM NO	DESCRIPTION	UNIT	QUANTITY	2020 UNIT PRICE	2022 ESTIMATE*
1	CONSTRUCTION STAKEOUT	LS	1 @	\$ 8,000 =	\$ 8,800
2	EROSION & SEDIMENT CONTROL	LS	1 @	\$ 15,000 =	\$ 16,500
3	DEMOLITION	LS	1 @	\$ 10,000 =	\$ 11,000
4	EARTHWORK	CY	1000 @	\$ 10 =	\$ 11,000
5	ASPHALT WEARING COURSE - 1.5"	TN	252 @	\$ 110 =	\$ 30,492
6	ASPHALT BASE COURSE - 4"	TN	672 @	\$ 100 =	\$ 73,920
7	AGGREGATE BASE COURSE - 6"	CY	504 @	\$ 65 =	\$ 36,036
8	SEPARATION FABRIC	SY	3026 @	\$ 2 =	\$ 6,657
9	PARKING STRIPING	LS	1 @	\$ 5,000 =	\$ 5,500
10	CONCRETE SIDEWALKS	SY	786 @	\$ 100 =	\$ 86,460
11	STAMPED CONCRETE PATIO	SY	407 @	\$ 135 =	\$ 60,440
12	SITE FURNISHINGS	LS	1 @	\$ 15,000 =	\$ 16,500
13	ELEVATED BOARDWALKS	SF	2000 @	\$ 90 =	\$ 198,000
14	ALUMINUM FENCE	LF	500 @	\$ 70 =	\$ 38,500
15	INTERPRETIVE SIGNAGE	EA	6 @	\$ 1,000 =	\$ 6,600
16	ENTRANCE SIGN	LS	1 @	\$ 12,000 =	\$ 13,200
17	SITE LIGHTING	LS	1 @	\$ 55,000 =	\$ 60,500
18	LANDSCAPING	LS	1 @	\$ 20,000 =	\$ 22,000
19	TOPSOIL	CY	185 @	\$ 50 =	\$ 10,175
20	SOD	SF	30000 @	\$ 3 =	\$ 82,500
<b>CONSTRUCTION SUBTOTAL =</b>					<b>\$ 794,780</b>

\*2022 ESTIMATE HAS A 10% PREMIUM TO ADJUST FOR INFLATION

### SOFT COSTS

1	ARCHITECTURE / ENGINEERING	10%	= \$	85,000
2	ENVIRONMENTAL	2%	= \$	17,000
4	PERMITTING & AGENCY REVIEW	LUMP SUM	= \$	2,500
<b>SOFT COSTS SUBTOTAL =</b>				<b>\$ 104,500</b>

<b>GRANDTOTAL =</b>	<b>\$</b>	<b>899,280</b>
Grant	\$	850,000
Local Match	\$	49,280

Add CPF Funds Expenditures:

Administrative cost: \$ 0

Construction cost: \$ 850,000

Total \$850,000.00



**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):** LYTYQ4AGABN5  
**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(c), 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

*HUD protest to HUD*

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**

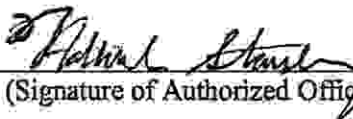
Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGrants@hud.gov.

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

**GRANTEE**

City of Weston, WV

(Name of Organization)

BY:   
(Signature of Authorized Official)

Nathaniel Stanberry, City Manager  
(Typed Name and Title of Authorized Official)

5/17/23  
(Date)

HUD BY: **NADAB BYNUM**  
Nadab Bynum,  
Acting Deputy Assistant Secretary for Economic Development

Digitally signed by: NADAB BYNUM  
DN: CN = NADAB BYNUM, C = US, O = U.S. Government, OU = Department of Housing and Urban Development, Office of Administration  
Date: 2023.12.08 08:52:19 -05'00'

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**  
See Narrative after page 21.

**APPENDIX 2 – Approved Budget**  
See Budget after page 25.

**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":

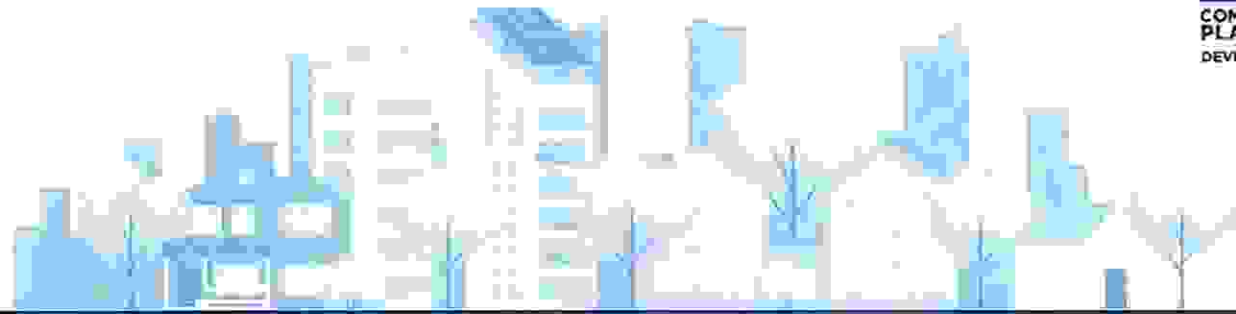
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

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).



**ECONOMIC DEVELOPMENT INITIATIVE  
COMMUNITY PROJECT FUNDING**

**DISASTER RECOVERY GRANT REPORTING (DRGR) SYSTEM  
QUICK GUIDE**

VERSION 2

Updated April 20, 2023

**U.S. Department of Housing and Urban Development  
Community Planning and Development  
Office of Economic Development  
Congressional Grants Division  
Washington, DC 20410**

**ECONOMIC DEVELOPMENT INITIATIVE  
COMMUNITY PROJECT FUNDING**

**DISASTER RECOVERY GRANT REPORTING (DRGR) SYSTEM  
QUICK GUIDE**

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## DRGR Overview

The Community Project Funding program utilizes HUD's payment and reporting system, the Disaster Recovery Grant Reporting (DRGR) system, for processing payments and reporting. This Quick Guide is provided to Community Project Funding grantees in setting up their profile in the DRGR system and learning the ropes for requesting payments and reporting.

The DRGR system was established for special appropriations, such as disaster grants but has been extended to include other special-purpose programs and appropriations. The system is primarily used by grantees to access grant funds and report performance accomplishments for grant-funded activities.

DRGR allows grantees to tell their story to Congress, the public and other stakeholders on project(s) progress and related activities. Additionally, if a grantee has turnover, DRGR is a repository of data for new staff.

DRGR is used by HUD staff to review grant-funded activities. Once your grant is set up in DRGR, HUD will review your information and unblock the grant to permit withdrawals after they are approved. Grantees will draw down funds by creating vouchers that list amounts by specific activity(ies). Grantees will also submit performance reports semi-annually by using the structure established in DRGR.

## How to Create A DRGR Account

HUD staff will request the initial DRGR grantee administrator user accounts.

Authorized CPF users will log onto <https://drgr.hud.gov/DRGRWeb>, using the ID and password provided by HUD. The grantee will submit a new user request via the "Request New User" link in the Admin Module to give additional staff access to DRGR.

If the user does not have an authorized role, then this link is not available. To request a new account, modify an existing account, or request a deactivation, please contact the CPF mailbox at [cpfgrants@hud.gov](mailto:cpfgrants@hud.gov).



# Disaster Recovery Grant Reporting (DRGR) System Quick Guide

## DRGR URLs

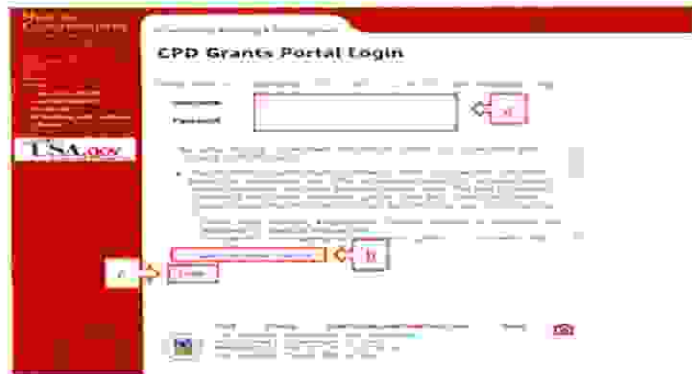
### LOGIN

<https://drgr.hudaction.gov/DRGRWeb/>

### USER MANUAL

<https://www.hudaction.gov/press/press/4915/drgr-user-manual/>

1. Add the URL to the "FURNISHED TO" and add the grantee to the "GRANTEES" and "AGENCIES" your role(s).
2. Select the "I agree to the Terms of Services" and the "DRGR user" and add the roles/wishes and then agree to the "TERMS OF SERVICES".
3. Select the "Login" button. If the user is already logged in, a new page will load.



## Creating Roles in DRGR

Click the 'Crown icon' and then click the "request new user" icon.

## Administration: User Management



Module	Menu	Submenu Options	Description
Administration	User Management	Associate Users to Grants	Grant DRGR User permission to view and/or edit selected Grants.
		Grant/Grant Users	Request DRGR Users
		Request New Users	Request a New User be granted a DRGR User Account and/or Profile
		Manage Existing users	Request edits to an existing DRGR User Profile
		Upload User Requests	Upload DRGR User data directly into DRGR

### Grantee Profile:

Grantee	Agency	View Only	Grantee Admin	Request Drawdown	Approve Drawdown	Submit Action Plan	Submit Performance Reports	User Profile Request	Submit Voucher Docs to HUD	Active

Add Grantee Profile

Only one draw role allowed per user

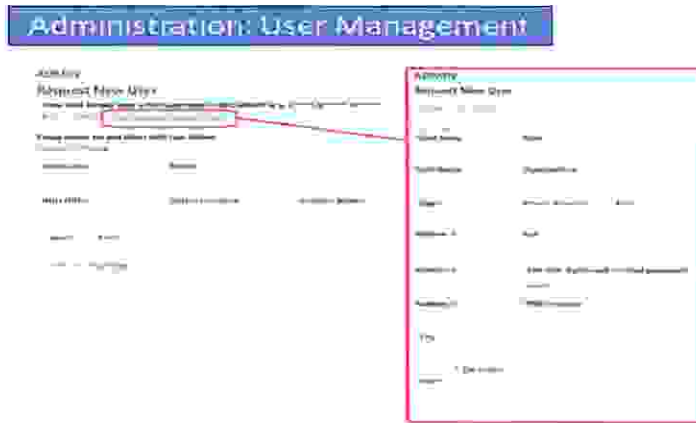
N/A

N/A If these are required

## How to Request New User

DRGR does not allow a grantee user to both create/request and approve a voucher. CPF grantees must assign and maintain at least two DRGR user accounts - one for creating vouchers for payment and one to approve vouchers. Additionally, grantee administrators can establish the request user roles along with roles for action plan submission.

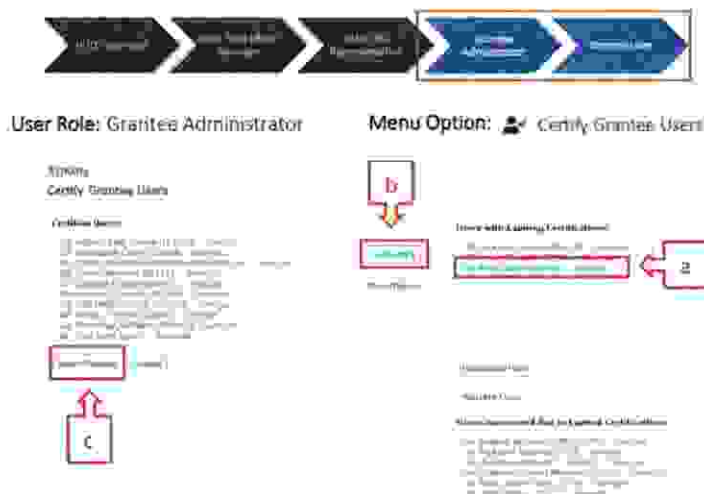
If a user has a DRGR or Integrated Disbursement and Information System (IDIS) account, they can reuse their log-in account credentials to log into DRGR to access their CPF grant.



## Administration: User Certification

As part of the account request process other HUD or grantee admin users will "certify" the need for the user to access the system, HUD staff certify grantee admin users and then grantee admin users certify other grantee users.

Users have to be recertified each six months. If this does not occur users will not have access to DRGR. Grantee administrators can use this screen to remove staff access if they no longer work at the grantee or on the grants. They can also submit a separate deactivation request for the profile, as needed



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5

## How to Prepare an Action Plan (Project Description)

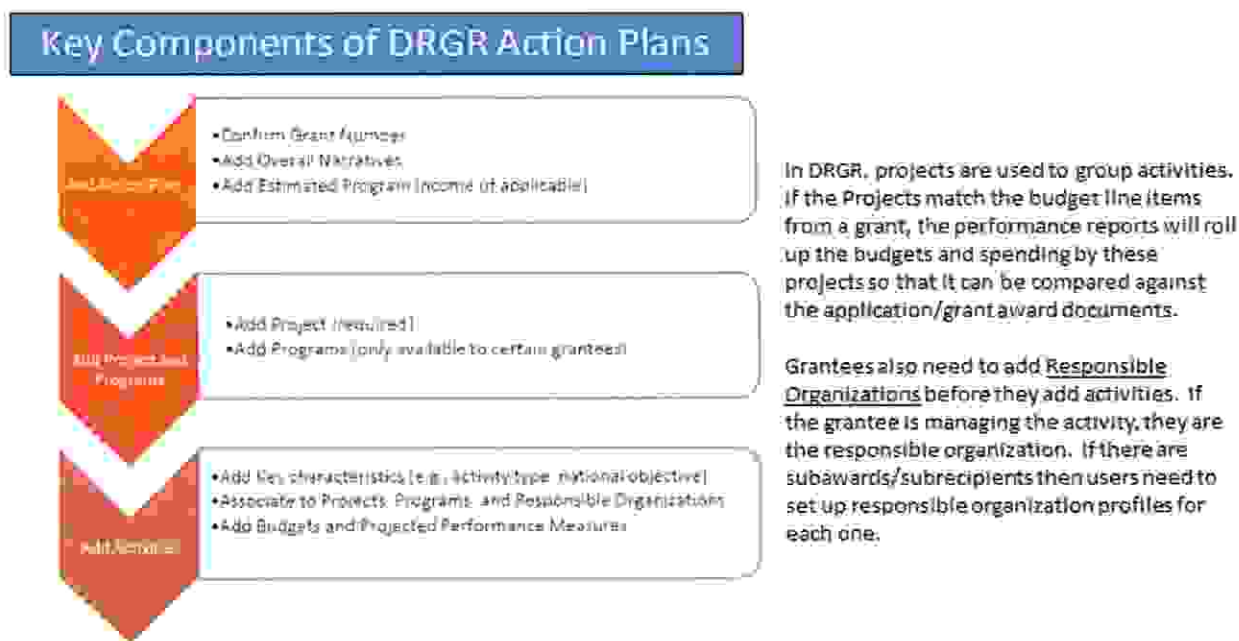
Please note that DRGR is a grants management system used across HUD for multiple programs. For the purposes of the Congressional Grants Division, an Action Plan is the equivalent of the Project Description, Narrative, Budget, and other requested documentation from the Grant Guide. The exact information will be entered into DRGR under the grantee's Action Plan along with their administrative activities and each subrecipient, as applicable.

The Action Plan will also include performance measures and expenditures that will be tracked at the activity level for grantees to report accomplishments in their semi-annual report.

The DRGR system will send notification to grantees when the Action Plan is approved, or whether changes are needed. HUD's comments and revisions, if any, will be provided to the grantee via DRGR notification when the Action Plan status is changed in the system.

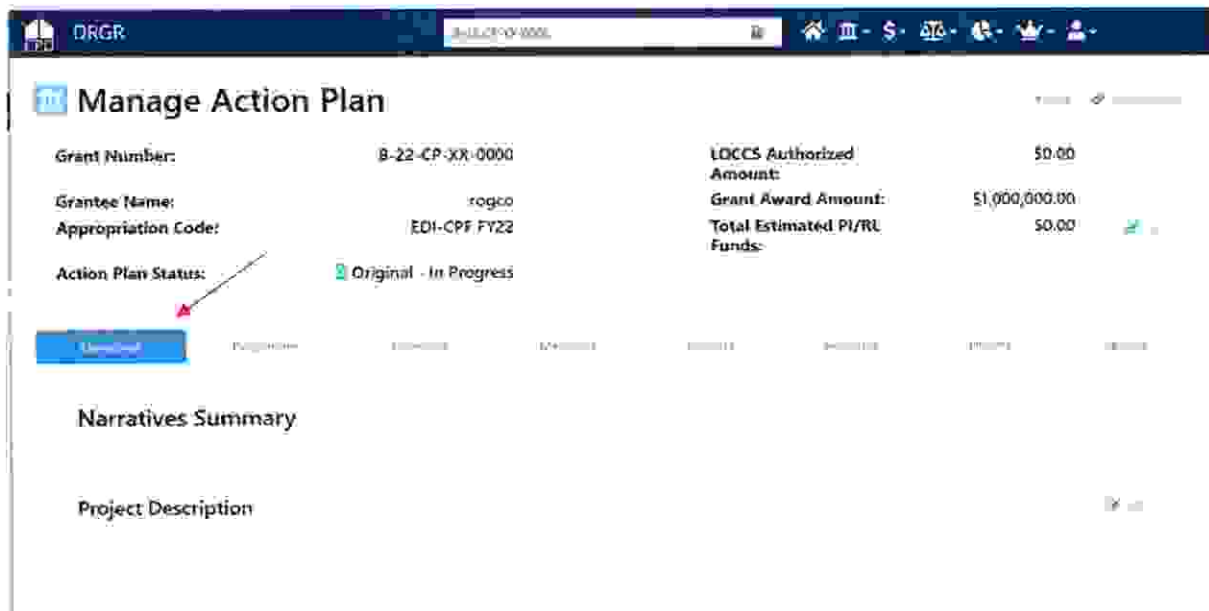
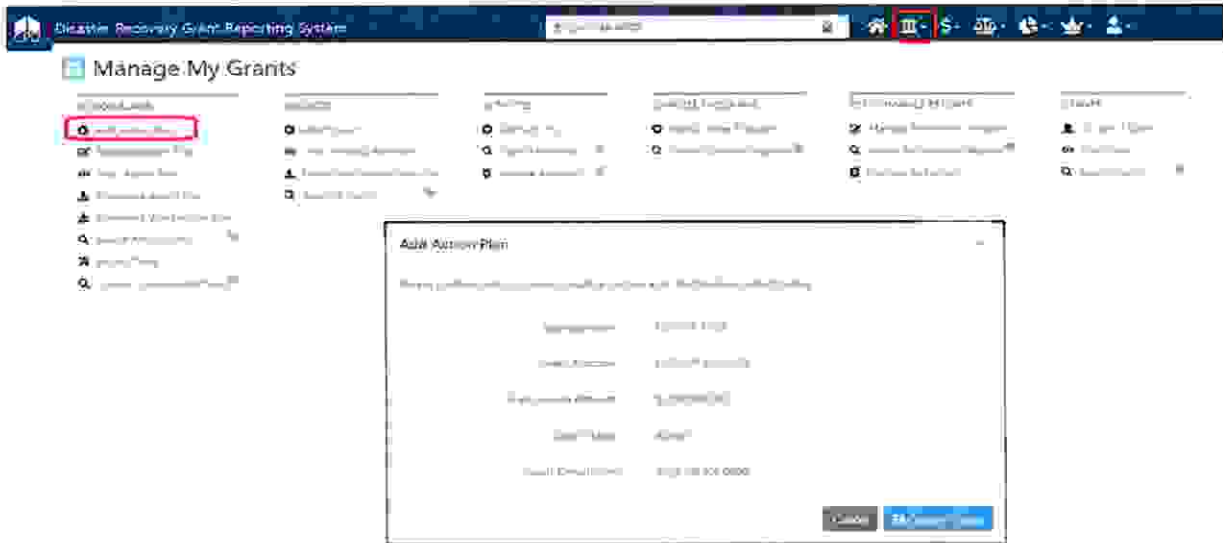
If revisions are requested, the grantee shall modify the DRGR Action Plan based on the Grant Officer's comments and resubmit a revised DRGR Action Plan for the Grant Officer's approval within 14 calendar days after receipt of comments.

Upon approval by HUD, the DRGR Action Plan is incorporated into these Terms and Conditions of the Grant Agreement.

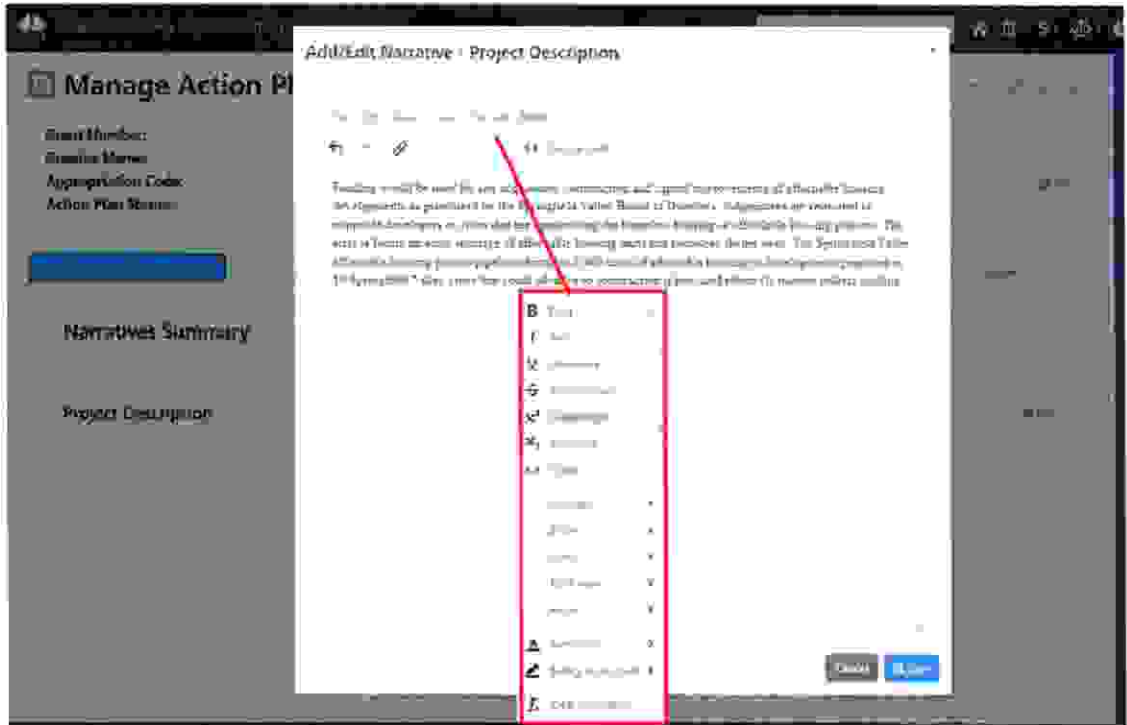


## How to Set-Up an "Action Plan"

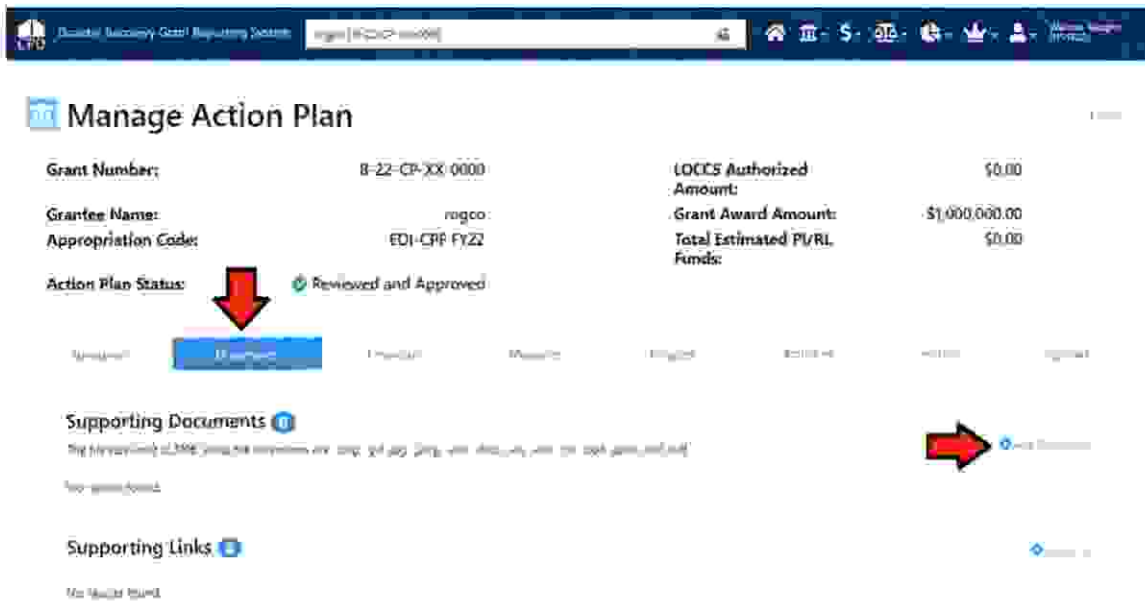
Grantees must first add their project narrative. The narrative and project description approved by the Grant Officer will be utilized for the Action Plan. To set up the action plan: (1) select the building icon located at the top of the main navigation page, (2) click "Add Action Plan", and (3) click "Narrative". Next, add the project description. Note: To highlight the narrative, hit ctrl "C", then hit ctrl "V" to paste from Word to Narrative page.



Disaster Recovery Grant Reporting (DRGR) System Quick Guide

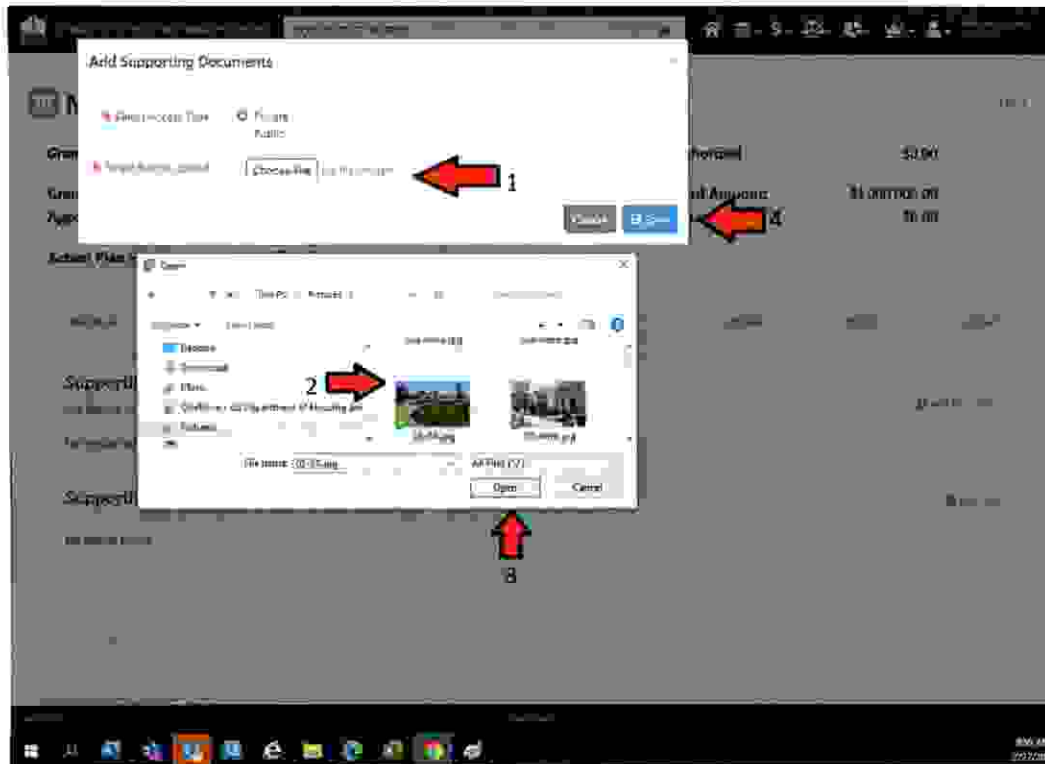


**Please Note:** An additional option to unload your narrative, is to click the “Documents” tab, then click “Add Document” button.



Once the Add Supporting Documents box appears, select “Choose File” to attach document. Then select desire document, then click “Open” button and then “Save.”

**Please note:** In order to expedite the review of your Action Plan, attach your approved Project Narrative and Budget in the “Documents” section of DRGR system.



## How to Establish Project(s) in DRGR

**Please Note:** DRGR defines projects differently than the requirements of the Congressional Grants Division. For the purposes of the Congressional Grants Division, "Project and Activities" is the activity identified in the Project Description, Narrative, Budget, and other requested documentation from the Grant Award Letter.

In DRGR, projects are groupings of activities related to the narrative in the action plan for tracking purposes. Projects may represent major types of programs funded in Action Plans, such as housing or economic development or infrastructure. When grantees use the Project function correctly, DRGR will automatically track spending by project and summarize this at the top of each semi-annual report.

In DRGR, grantees enter projects first and then enter activities. Please note if a grantee has one or two activities, they can have one or two projects.

In DRGR, if the LOCCS amount is shown as \$0.00 then contact your Grant Officer and CC CPF mailbox notifying them of the issue. The Grant Officer will work with the support team to have the funds added to the LOCCS system.

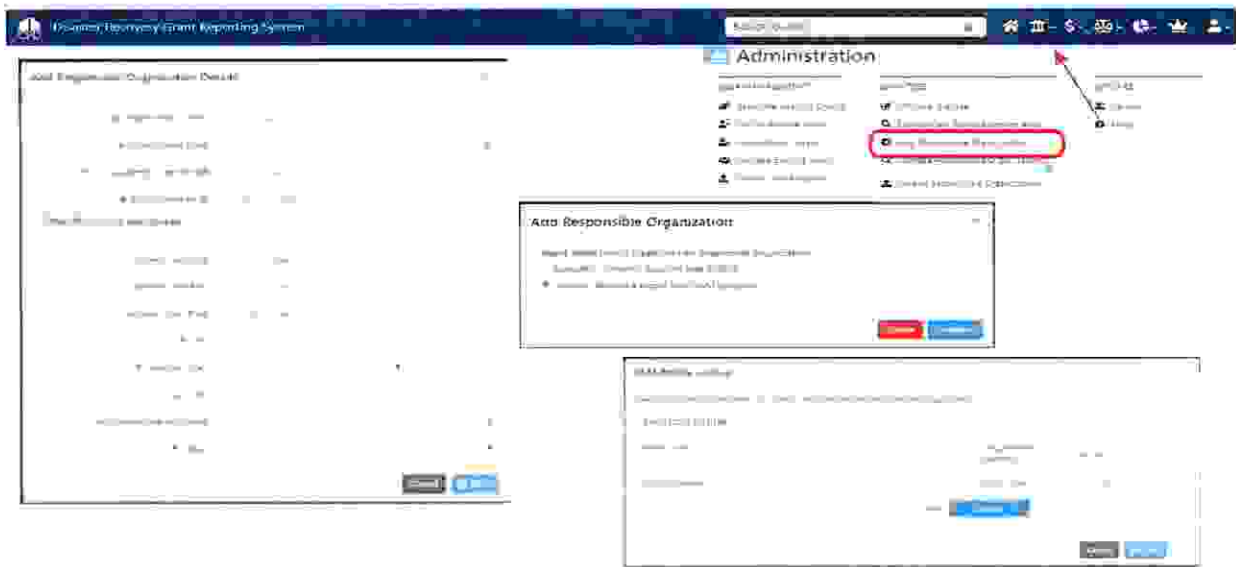




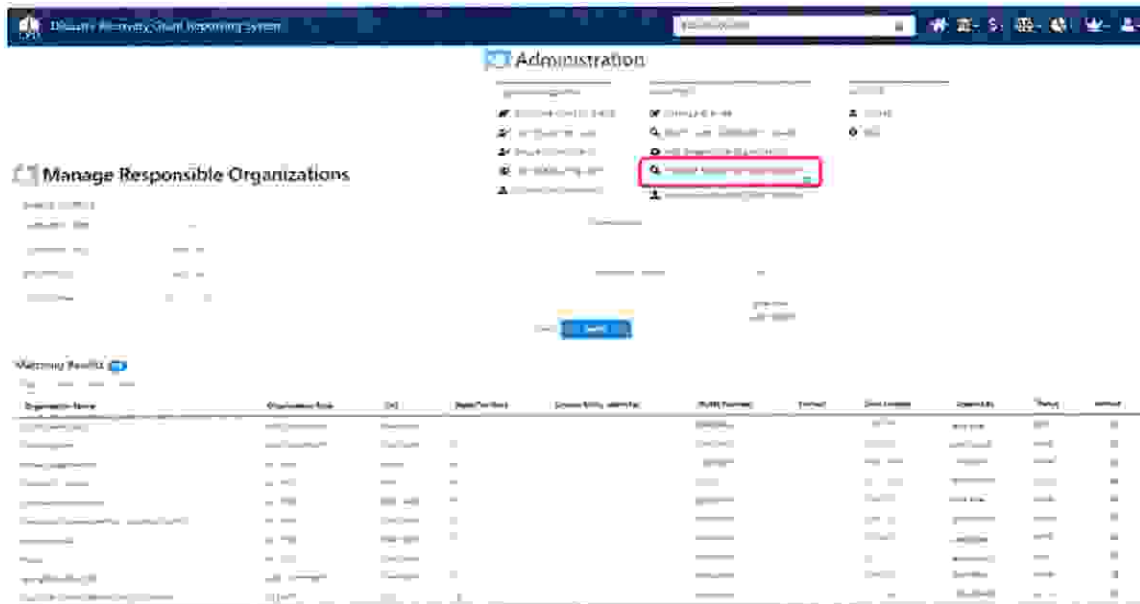
## How to Add Responsible Organization(s)

Grantees must assign which organization is responsible for administering the activity. This could be the grantee or if there is a subaward/subrecipient, grantees must add profiles for these organizations before they can add activities in the DRGR action plan.

Click the "crown" icon then click "add responsible organization". Next click "lookup" enter information into the search criteria field. Select the available SAM entity you wish to associate with the responsible organization. Hit save.



Next, Click the "crown" icon and then click "manage responsible organization to see the list of organizations associated with grant activities.





## How to Add Activities

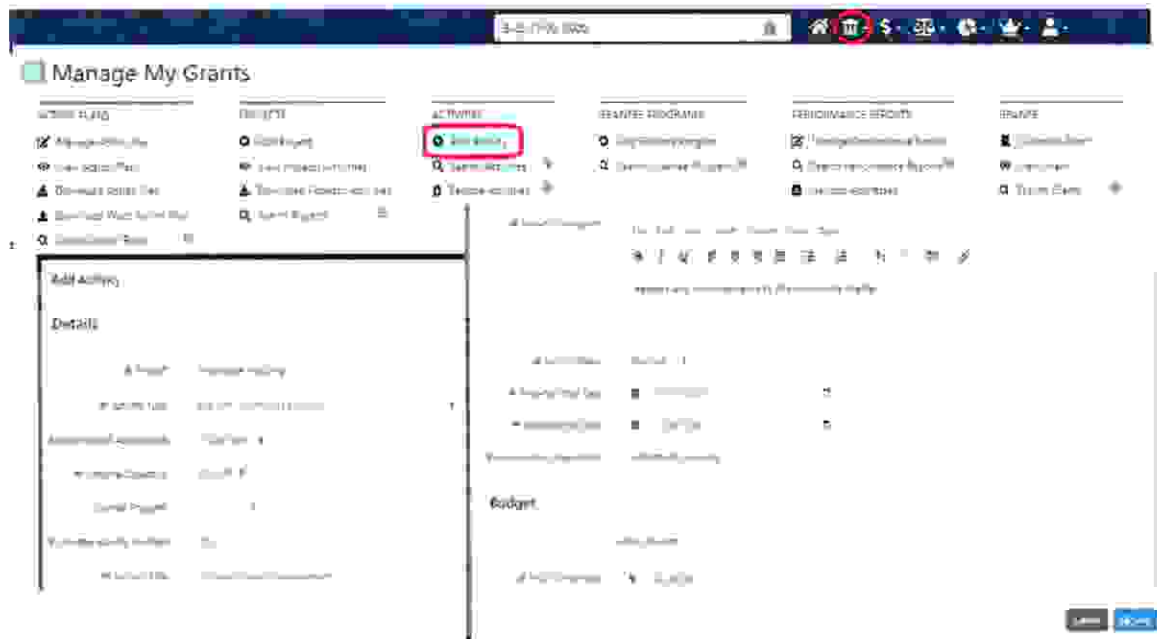
DRGR Activities allow grantees to:

- Define and describe local, “on-the-ground” Grant-funded activity
- Report the outcomes and accomplishments of the activity
- Drawdown funds from the Line of Credit Control System (LOCCS)
- Report on other program requirements

Activity types correlate to eligible activities as defined in program regulations or award terms and conditions. If a grantee or subgrantee funds multiple types of activities, then they should break them out into separate activities. At a minimum, grantees should have an administrative activity and at least one other activity.

The selection of the correct activity type is important since it will dictate which unique performance measures can be reported for that activity. For example, the “construction of new housing” activity type will allow grantees to report housing performance measures, whereas the “economic development” activity will allow grantees to report jobs creation and retention.

To add an activity, click on the building icon, then click add activity. Complete the required fields that are highlighted with an asterisk (\*).



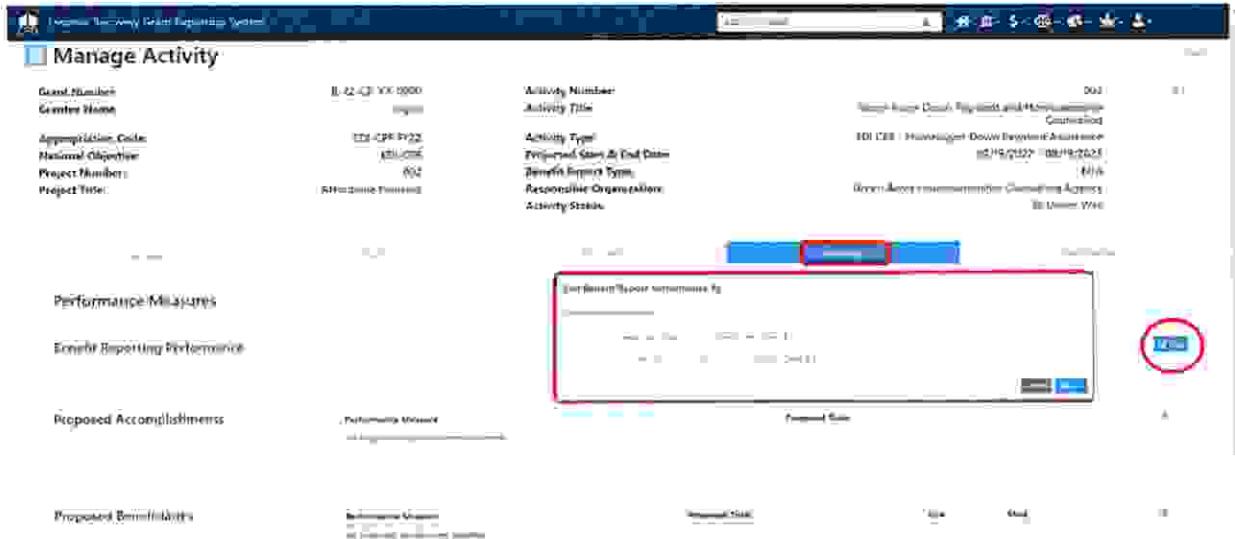
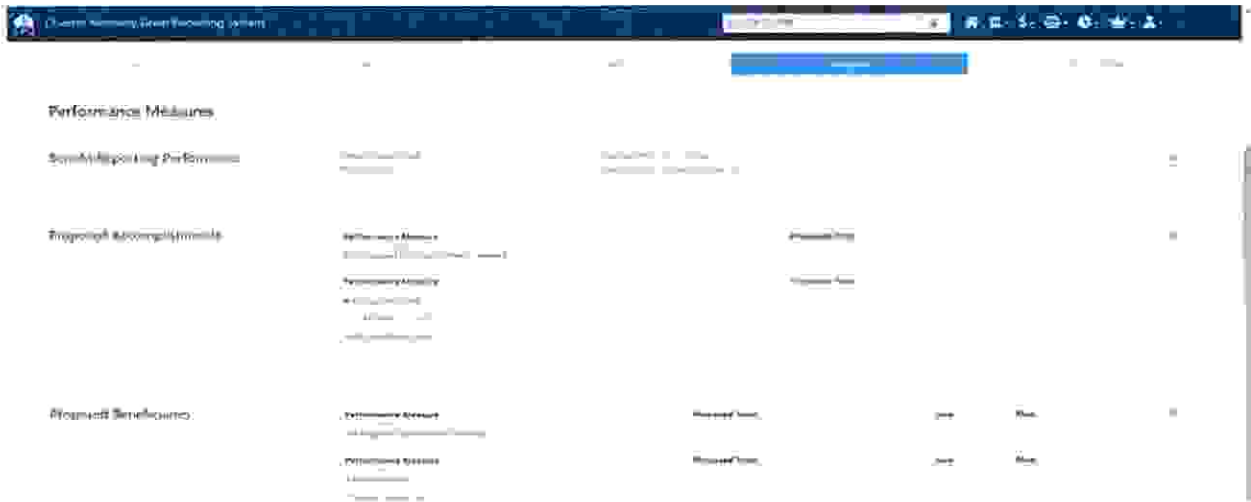
## How to Set-up Performance & Accomplishment Measures

Performance measures help grantees tell their story and highlight progress to HUD and other stakeholders by tracking grant accomplishments and beneficiaries.

## Disaster Recovery Grant Reporting (DRGR) System Quick Guide

To enter performance measures, click the “building” icon and select the measure tab. Next select the measure that correlates to the activity(s) in the action plan/performance description. Then, click the “edit” button and select the measure that best fits.

To add accomplishments, click the building icon, and then click add activity. Next click measures that best fits each activity.



# Disaster Recovery Grant Reporting (DRGR) System Quick Guide

## Manage Activity

Grant Number:	00000000000000000000	Activity Number:	000
Center Name:	000000	Activity Title:	DRGR System Implementation
Appropriation Code:	0000000000	Activity Type:	Activity - Non-Financial
Fiscal Object:	000000	Project Start & End Date:	00/00/0000 - 12/31/2000
Project Number:	000	Report Type:	000
Project Title:	00000000000000000000	Responsible Organization:	00000000000000000000
		Activity Status:	0000000000

### Proposed Accomplishment

#### Performance Measure

#### Proposed Total

- 00000000000000000000
- 00000000000000000000
- 00000000000000000000
- 00000000000000000000
- 00000000000000000000
- 00000000000000000000
- 00000000000000000000

### 400 Accomplishment Performance

Performance Measure	Proposed Total
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00

### Program Description

#### Performance Measure

#### Proposed Total

- 00000000000000000000

## Summary across projects and activities

### Performance Measures

#### Proposed Accomplishment

Performance Measure	Proposed Total
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00
<b>Performance Measure</b>	<b>Proposed Total</b>
00000000000000000000	00
00000000000000000000	00
00000000000000000000	00

### Base Budget

Performance Measure	Proposed Total	Current Total
00000000000000000000	00	00
00000000000000000000	00	00
00000000000000000000	00	00
00000000000000000000	00	00

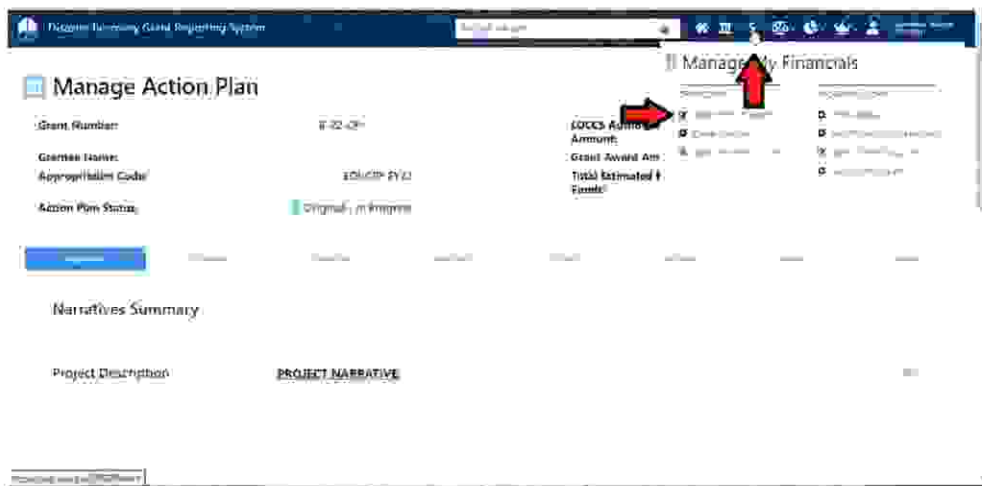
## How to Assign Funds to Each Activity

Assigning (or, for the purpose of DRGR, Obligate) funds to an activity generally means funds have been committed to that activity. Once the funds are obligated in DRGR, the grantee can then create vouchers as needed to reimburse itself for expenses incurred.

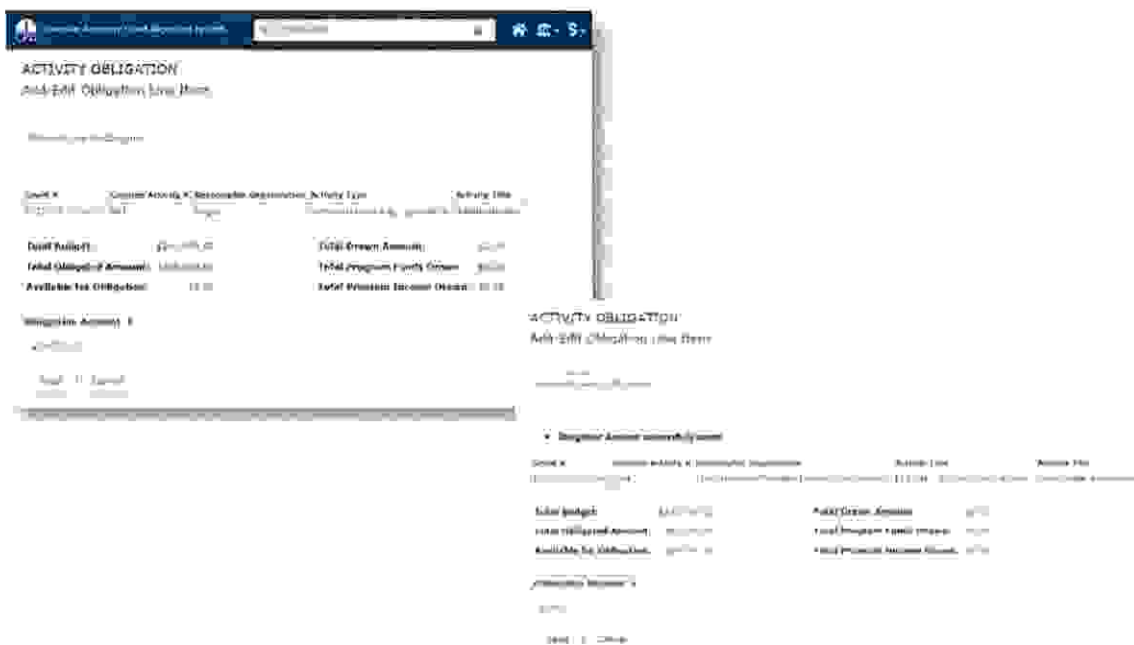
Please note that an activity obligation must be less than or equal to the cumulative amount drawn towards an activity. Funds available for drawdown cannot exceed the obligation amount.

To assign funds, click the "\$" symbol. Then click search/edit obligation. Click maintain. This will bring you to the add-edit obligation page. Click on the amount in the Obligation Amount box and change it to whatever amount you'd like to obligate to this activity. Then press "save amount".

The add-edit obligation screen displays the amount available for obligation and shows funds drawn for both program funds and program income. Obligations can be added or increased up to the activity budget amount and down to the amount prior draws.



## Disaster Recovery Grant Reporting (DRGR) System Quick Guide



### How to Submit an Action Plan for Review

Once the action plan is complete, it must be submitted to be reviewed and approved by the grant officer. Users can add email addresses for additional staff to receive email notifications when an action plan is submitted. When an action plan is submitted for approval or approved, all listed users are notified. Grantees may need to revisit the activity screens in the Action Plan to ensure the appropriate projected beneficiaries and accomplishments are provided.







## ACTIVITY FUNDING, GRANT VOUCHER AND REPORTING

### How to Prepare Vouchers/Cost Reimbursement:

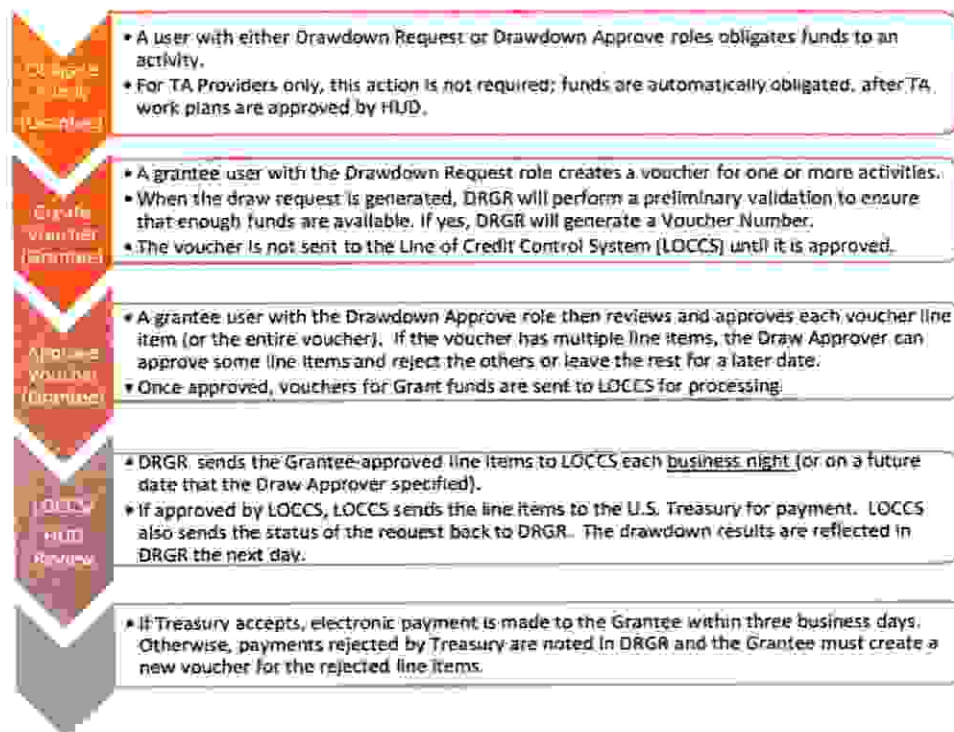
DRGR is a web-based system used to automate the management of program requirements and voucher payments issued by HUD.

Upon HUD's approval of the grantee's action plan, authorized grantee users can obligate funds to activities as well as create and approve vouchers in DRGR via the Manage My Financials module.

DRGR is directly linked to the Line of Credit Control System (LOCCS), a federal web-based system administered by the U.S. Treasury Department and allows grantees to request and receive funds obligated by HUD under grant agreement as permitted by 2 CFR Part 200 Subpart E.

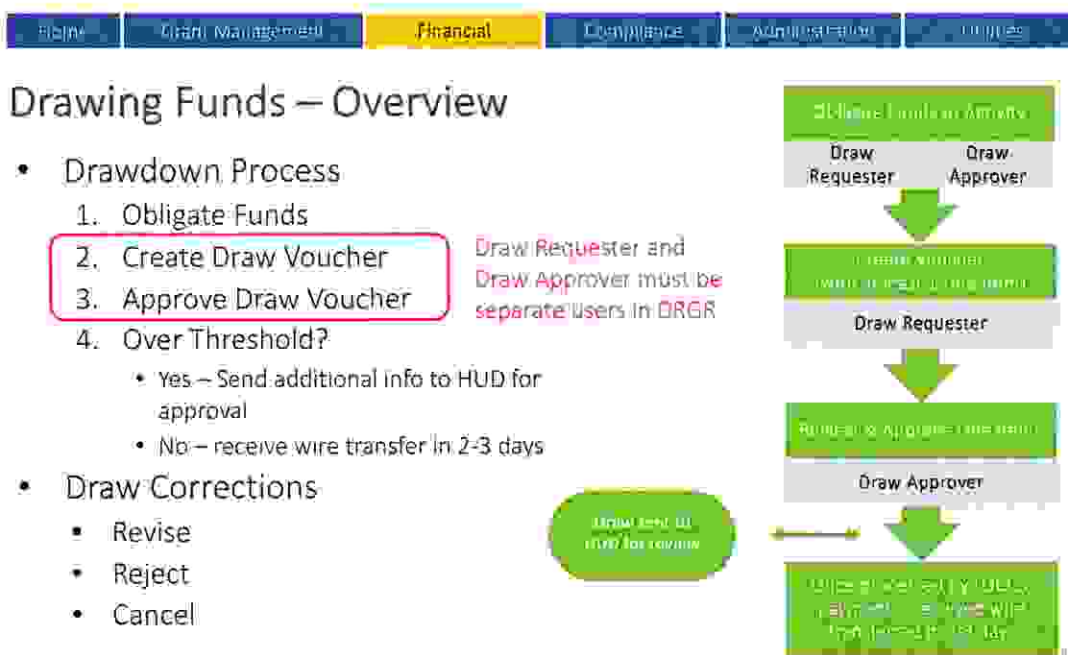
This is a cost-reimbursement award. The grantee shall be reimbursed for costs incurred in the performance of work in an amount not to exceed the obligated amount shown on the form HUD-1044, Assistance Award/Amendment. In the event the grantee incurs costs over the prescribed amount, the excess shall be borne entirely by the grantee. HUD shall reimburse the grantee for costs incurred in the performance of this award, which is determined by the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles.

### Voucher Process





In the Manage My Financial module, Grantee Users create, approve, and revise vouchers, also called drawdowns. Vouchers include both requests for payment made by the grantee against the grantee's United States Treasury line of credit (also known as the Grant Award Amount or LOCCS amount) for Grant fund payments for services performed in support of one or more activities.



All vouchers are created at the activity level. Before a grantee can create a voucher, the grantee must ensure that:

- The activity shows on an approved Action Plan.
- The activity status is Underway.
- The activity budget has enough funds budgeted and available from a DRGR EDFI funding source.
- The activity obligation amount is sufficient to cover the voucher amount; and
- The grantee has two DRGR Users with "Drawdown Roles" - one to request, or create the voucher, and another to approve the voucher.

Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Disaster Recovery Grant Reporting System

Manage My Financials

Create Voucher - Page 1 of 4 (Select Activities)

Voucher Created For: 000001101

Requested Submission Date: 01/10/2012

Account #/GR #	Responsible Organization	Activity Type	Project #	Activity #	Title	Fund Type	Program Income Account	Select To Remove
8-08-MW-09-0103	City and County of Denver-DB	Administration	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	CITY OF DENVER FI ACCOUNT	
8-08-MW-09-0103	Denver Affordable Housing	Rehabilitation/reconstruction of residential structures	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	DAM FI ACCOUNT	
8-08-MW-09-0103	Denver Affordable Housing	Rehabilitation/reconstruction of residential structures	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	DAM FI ACCOUNT	
8-08-MW-09-0103	Denver Affordable Housing	Rehabilitation/reconstruction of residential structures	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	DAM FI ACCOUNT	

Buttons: Add More Activities, Remove Voucher Line Item

Disaster Recovery Grant Reporting System

01/10/2012

Drawdown

Create Voucher - Page 2 of 4 (Submit)

Submit Voucher | Return To Create Voucher (Page 1) | Cancel Voucher

Voucher #: 00000110

Requested Submission Date: 01/10/2012

Voucher Created For: Denver, CO

Created by: T00008100106

Voucher Items

GR #	Responsible Organization	Activity Type	Project #	Activity #	Activity Title	Fund Type	Program Income Account	Availability Amount	Drawdown Amount	Status
8-08-MW-09-0103	City and County of Denver-DB	Administration	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	CITY OF DENVER FI ACCOUNT	\$1,000,000.00	\$1000	
8-08-MW-09-0103	Denver Affordable Housing	Rehabilitation/reconstruction of residential structures	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	DAM FI ACCOUNT	\$1,000,000.00	\$2500	
8-08-MW-09-0103	Denver Affordable Housing	Rehabilitation/reconstruction of residential structures	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	DAM FI ACCOUNT	\$1,000,000.00	\$10000	
8-08-MW-09-0103	Denver Affordable Housing	Rehabilitation/reconstruction of residential structures	NRP1-Admin	NRP1-Admin	Admin	PROGRAM FUND	DAM FI ACCOUNT	\$1,000,000.00	\$1000	

## Disaster Recovery Grant Reporting (DRGR) System Quick Guide

Disaster Recovery Grant Reporting System BILL-0000000

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**Drawdown**

**Create Voucher - Page 3 of 4 (Confirm)** Home

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<b>Voucher #:</b> 16955	<b>Voucher Total:</b> \$30,000.00	<b>Requested Submission Date:</b> 08/23/2011
<b>Voucher Created For:</b> Denver, CO	<b>Created by:</b> TODD R. TOWLER	<b>Creation Date:</b> 08/23/2011

Line Item #	Grant #	Grantee Activity #	Responsible Organization	Activity Type	Activity Title	Fund Type	Available Amount	Drawdown Amount
1	B-08-001-09-0021	NSRP-01-08	City and County of Denver-BHS	Land Banking Acquisitions (NSRP Only)	Land Banking	PROGRAM FUND	\$16,000.00	\$16,000.00
2	B-08-001-09-0011	NSRP-01	City and County of Denver-BHS	Construction of new Housing	Development 175 California	PROGRAM INCOME	\$25,000.00	\$1,000.00
3	B-08-001-09-0011	NSRP-02-AR SF DAF	Denver Affordable Housing	Rehabilitation/renovation of residential structures	Ad/Refurb Single Fam Denver Affordable Housing	PROGRAM FUND	\$10,000.00	\$13,000.00
<b>Grant Subtotal:</b>							\$51,000.00	\$30,000.00
<b>Voucher Total:</b>							\$30,000.00	

| 
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Disaster Recovery Grant Reporting System BILL-0000000

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**Drawdown**

**Create Voucher - Page 4 of 4 (View)** Home

|

Use this icon to download a PDF of this voucher for your records. See next slide.

<b>Voucher #:</b> 16955	<b>Voucher Total:</b> \$170,000.00	<b>Requested Submission Date:</b> 08/11/2011
<b>Voucher Created For:</b> Denver, CO	<b>Created by:</b> DANIEL TORRES	<b>Creation Date:</b> 08/11/2011

Line Item/Grant #	Responsible Organization	Activity Type	Project #	Grantee Activity #	Activity Title	Fund Type	Program Income Account	Available Amount	Drawdown Amount
1	City and County of Denver-BHS	Subsidized	NSRP-01-AR	NSRP-01-AR	Adm	PROGRAM FUND	Account	\$40,000.00	\$12,000.00
2	Denver Affordable Housing	Rehabilitation/renovation of residential structures	NSRP-01-AR	NSRP-01-AR	Adm	PROGRAM FUND	Account	\$275,000.00	\$25,000.00
3	Denver Affordable Housing	Rehabilitation/renovation of residential structures	NSRP-01-AR	NSRP-01-AR	Adm	PROGRAM FUND	Account	\$4,000.00	\$175,000.00
4	Denver Affordable Housing	Rehabilitation/renovation of residential structures	NSRP-01-AR	NSRP-01-AR	Adm	PROGRAM FUND	Account	\$2,000,000.00	\$220,000.00
5	Denver Affordable Housing	Rehabilitation/renovation of residential structures	NSRP-01-AR	NSRP-01-AR	Adm	PROGRAM FUND	Account	\$5,000.00	\$20,000.00
<b>Grant Subtotal:</b>							\$2,046,000.00	\$340,000.00	
<b>Voucher Total:</b>							\$340,000.00		

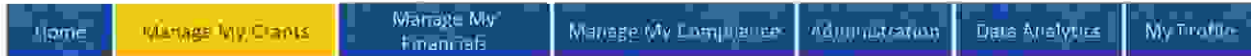
**Voucher Comments:**

After a voucher is created, Draw Requestors can also revise open vouchers and vouchers that have been approved. Any Draw Requestor can revise a voucher, even if it was not created by that Draw Requestor. A Draw Approver must approve revised vouchers to complete the revision process.

## How to Submit Performance Report

The Performance Report module in DRGR provides a tool and framework for communication of grant program progress to HUD and the public. The data collected in the report is aggregated and sent to Congress and is also placed on the DRGR Public Data Portal. Grantees will submit reports semi-annually. Performance Reports are due twice a year, 30 days after the end of January and 30 days after July 30<sup>th</sup>.

Performance Reports are integrally tied to the Action Plan. Grantees report on activities in the performance report, semi-annually, based on the set up, budgeting and proposed accomplishments in the Action Plan. If an Activity is not set up in the Action Plan, it will not be available for reporting in the performance report. Further, if an accomplishment is not proposed in the Action Plan, it will likewise not be available for reporting. For this reason, performance reports cannot be submitted by a grantee if changes have been made to the Action Plan (e.g. Projects or Activities added, budgets modified, etc.) until those changes are reviewed and approved by HUD. Both Performance Reports and Action Plans follow the same review process shown below.



### Performance Report - Sources

<b>ACTION PLAN</b>	<ul style="list-style-type: none"> <li>Project Number and Title</li> <li>Activity Number and Title</li> <li>Activity Budget</li> <li>Activity Description and Location</li> <li>Activity Type</li> <li>Performance goals</li> </ul>	Data feed from last approved action plan based as of the report due date/submission date
<b>DRAWDOWN</b>	<ul style="list-style-type: none"> <li>Grant Fund obligations</li> <li>Grant Fund draws completed</li> </ul>	Data feed from financial module based on the last date of report period
<b>PERFORMANCE REPORT</b>	<ul style="list-style-type: none"> <li>Activity Beneficiaries Assisted</li> <li>Performance Accomplishments</li> <li>Expenditures</li> <li>Progress Narratives</li> </ul>	Manual entry in the performance report by grantee staff

To submit a performance report, click on the building icon (Manage My Grants), then select the "Manage Performance Report." The "Manage" link in the action column next to the desired reporting period.

## Disaster Recovery Grant Reporting (DRGR) System Quick Guide

**Manage My Grants**

**Manage Performance Reports**

Grant Number: 21-CP-00000  
 Grantee Name: [redacted]  
 Appropriation Code: EDI CTR PY23  
 Action Plan Status: Reviewed and Approved  
 Grant Status: Active

LOCCS Authorized Amount: \$0.00  
 Grant Award Amount: \$1,000,000.00  
 Total Estimated PIRL Funds: \$0.00  
 Total Budget: \$1,000,000.00

Reporting Period	Due Date	Original Submission Date	Latest Submission Date	Report Status	Next Performance Report	Actions
01/01/2023 - 03/31/2023	01/18/2023	--	--	Original   In Progress		[redacted]

Then click "Narratives" tab and select "Edit."

**Manage Performance Report**

Grant Number: 21-CP-00000  
 Grantee Name: [redacted]  
 Appropriation Code: EDI CTR PY23  
 Action Plan Status: Reviewed and Approved  
 Grant Status: Active

LOCCS Authorized Amount: \$0.00  
 Grant Award Amount: \$1,000,000.00  
 Total Estimated PIRL Funds: \$0.00  
 Total Budget: \$1,000,000.00

Report Status: Original | In Progress

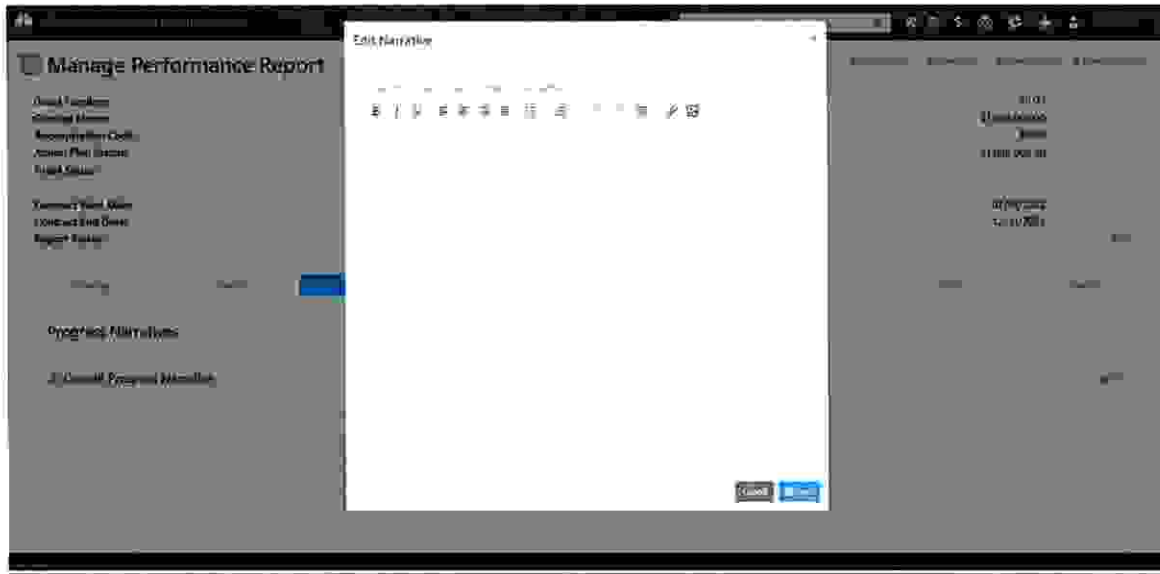
**Narratives**

Overall Progress Narrative: [redacted]

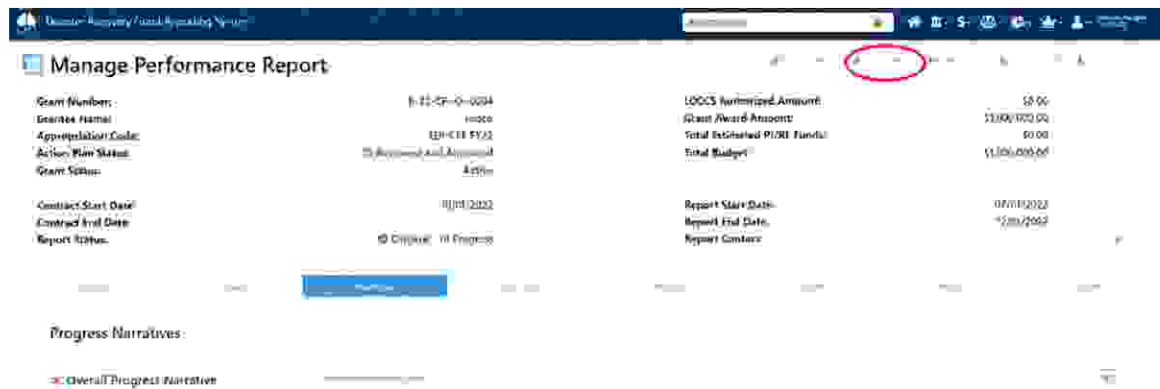
Next add the performance narrative. Once all Performance Report data has been entered into the DRGR System, select "save".

**Note:** At minimum, the narrative is required to include detailed description of work accomplished, explanation of the financial expenditure shown of "Financials" tab, a comparison of actual to proposed accomplishments, and if appropriate, the reasons why established goals were not met during the reporting period. Furthermore, include any additional pertinent information about the project status and progression. If the required information is not provided the report will be rejected.

## Disaster Recovery Grant Reporting (DRGR) System Quick Guide



Next click "Submit Report."



Next confirm the report information and add Performance Report Submission Comments as this is a required field. Then click "Submit."





Finally, DRGR will load the “create email” page which will allow grantees to notify the reviewers that the Performance Report is ready for review. Click “send and your Performance Report has been sent.



## Reporting Requirements on Race and Ethnicity

Data on the race and or ethnicity of beneficiaries of programs funded by the award is collected using the HUD form 27061 “Race and Ethnic Data Reporting Form”. The information collected through HUD’s standardized Form for the Collection of Race and Ethnic Data tool. The Grantee must report data on

the, 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. This data as part of HUD's Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development, Effectuation of the Title VI of the Civil Rights Act of 1964. HUD's Title VI regulations, specifically 24 CFR Part 1.6.

This regulation requires recipients of Federal financial assistance to maintain and submit racial and ethnic data so HUD may determine whether such programs comply with Title VI data collection requirements. HUD must offer individuals who are responding to agency data requests for race the option of selecting one or more of five racial categories. HUD must also treat ethnicity as a category separate from race. Title VI requires recipients of HUD funding to maintain records, make them available to responsible Department officials, and if requested, submit compliance reports. For example, HUD grant programs may request information during program monitoring and compliance reviews to ensure compliance with the nondiscrimination requirements of Title VI.

The HUD 27061 must be completed annually, in January of the calendar year to report on the previous year's data. For example, a report submitted in January of 2024 reports data collected for the period between January 1, 2023, and December 31, 2023.

The completed HUD Form 27061 must be forwarded to the HUD Grant Officer assigned for this award at the email address for the Grant Officer and with a cc to the Congressional Grants Division email inbox at [CFPGrants@hud.gov](mailto:CFPGrants@hud.gov).



Customer Types	Service Accts	2009 Rates			Inflation Adjusted			All Inclusive			Proposed			
		Annual	Monthly	Total	Annual	Monthly	Total	Annual	Monthl	Total	Annual	Monthly	Total	
Residential--Non-Owner Occupied	1101	\$ 100.00	\$ 8.33	\$ 110,100	\$ 142	\$ 12	\$ 156,342	\$ 291	\$ 24	\$ 320,044	\$ 203.99	\$ 17.00	\$ 224,592.22	0.379982744
Residential--Non-Owner	820	\$ 150.00	\$ 12.50	\$ 123,000	\$ 213	\$ 18	\$ 174,660	\$ 436	\$ 36	\$ 357,542	\$ 305.98	\$ 25.50	\$ 250,906.84	0.424503883
Commercial	206	\$ 275.00	\$ 22.92	\$ 56,650	\$ 391	\$ 33	\$ 80,546	\$ 799	\$ 67	\$ 164,673	\$ 560.97	\$ 46.75	\$ 115,559.94	0.195513374
First Due Fire	2127			\$ 289,750			\$ 411,548			\$ 842,259			\$ 591,059	

Services Fees Needed to Cover all Costs of Services	Contractual	Commodities	Capital Outlay	Percent Fire Fee	24% Proposed First Due	
					Proposed-Res	Proposed-Non Res
	\$ 52,650	\$ 25,500	\$ 113,839	23%	\$ 48.09	\$ 4.01
					\$ 72.13	\$ 6.01
					\$ 132.25	\$ 11.02
Services Fees Needed to Cover all Costs of Services	\$ 1,896,070				\$ 48.09	\$ 4.01
					\$ 72.13	\$ 6.01
					\$ 132.25	\$ 11.02
Service Fees Needed to Cover Materials and Equipment					\$ 198.37	\$ 16.53
Fire Dept (Contractual Services, Commodities, Capital Outlay)						
						First Due
						\$ 0.029 cents per square foot residential
						\$ 0.079 cents per square foot commercial
						All Inclusive
Fire Dept (VFD Budget)						Commercial
Street Dept (Contractual Services, Commodities, Capital Outlay)						212 vacant
						\$ 13,290.70 67 comm. Properties under 2500ft2
						\$ 255,892.00 206 comm. Properties over 2500ft2
						\$ 269,182.71 3224954 square feet over 2500 ft2
Street Dept (Street Lights)						Residential
Street Dept (Signs and Signals)						3944 vacant
Street Dept (Snow Removal)						\$ 184,807.52 2562 under 2500ft2
Street Dept (Street Construction/Pavement Program)						\$ 24,315.42 246 over 2500ft2
Street Dept (Street Cleaning)						\$ 209,122.93 842716 square feet over 2500 ft2
Police Dept (Contractual Services, Commodities, Capital Outlay)						
						\$ 478,305.64
Police Dept (Dispatch)						
						Weston
						224 Vacant
						\$ 15,340.51 116 2500 or less sq ft
						\$ 36,235.35 274 2500 or more sq ft
						\$ 192,017.86 3629942 square feet over 2500 ft
						\$ 243,593.72
Net Increase	\$ 552,509	\$ 301,309				
Amount of Subsidy from Taxes	\$ 1,053,811	\$ 1,305,011				

**Ordinance Creating the Weston Land Reuse Agency**

**§1 SHORT TITLE.**

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

**§2 PURPOSE.**

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

**§3 DEFINITIONS.**

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

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

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

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

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

**MUNICIPALITY.** The City of Weston.

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

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

#### **§4 CREATION AND EXISTENCE.**

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

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

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

#### **§4 COMPOSITION OF BOARD.**

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

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

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

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

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

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

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

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

The Board shall be made up of the following persons:

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

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

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

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

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

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

(H) *Meetings.*

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

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

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

(I) *Voting.*

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

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

(a) Adoption of bylaws;

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

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

(d) Incurring of debt;

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

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

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

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

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

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

(K) *Board member terms.*

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



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

#### **§5 STAFFING.**

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

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

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

#### **§6 POWERS OF AUTHORITY.**

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

(A) To adopt, amend and repeal bylaws for the regulation of its affairs and the conduct of its business;

(B) To sue and be sued in its own name and be a party in a civil action. This division (B) includes an action to clear title to property of the Authority;

(C) To adopt a seal and to alter the same at pleasure;

(D) To borrow from federal government funds, from the state, from private lenders or from the city upon its consent, as necessary, for the operation and work of the Land Reuse Agency;

(E) To issue negotiable revenue bonds and notes according to the provisions of this subchapter;

(F) To procure insurance or guarantees from the federal government or the state of the payment of debt incurred by the Land Reuse Agency and to pay premiums in connection with the insurance or guarantee;

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

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

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

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

(2) Either:

(a) The Treasurer of the Authority; or

(b) The Secretary of the Authority.

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

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

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

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

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

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

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

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

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

## **§7 ACQUISITION OF PROPERTY.**

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

(B) *Tax exemption.*

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

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

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

(D) *Acquisitions from municipalities or counties.*

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

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

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

(F) *Prohibition.*

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

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

(G) *Acquisition of tax delinquent properties.*

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



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

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

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

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

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

## **§8 DISPOSITION OF PROPERTY.**

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

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

(C) *Consideration.*

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

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

(D) *Policies and procedures.*

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

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

(E) *Ranking of priorities.*

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

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

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

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

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

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

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

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

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

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

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

(A) *Authority.*

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

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

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

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

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

(b) A mortgage of property of the Authority.

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

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

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

(D) *Procedure.*

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

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

(3) A refunding bond issued under this section:

(a) Is payable from:

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

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

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

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

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

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

(F) *Sale.*

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

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

(G) *Liability.*

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

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

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

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

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

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

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

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

**§12. DISSOLUTION OF AUTHORITY.**

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

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

(a) Given to the City of Weston;

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

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

(2) Satisfaction of all outstanding liabilities; and

(3) Approval of a resolution requesting dissolution.

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



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

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

### **§13 CONFLICTS OF INTEREST.**

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

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

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

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

(A) *Authorization.*

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

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

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

(B) *Procedural requirements.*

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

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

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

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

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

(d) By publication; and

(e) As ordered by the court.

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

- (a) Persons discovered under division (B)(1) above; and
- (b) The form of service under division (B)(2) above.

(C) *Hearing.*

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

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

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

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

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

**§16 ANNUAL AUDIT AND REPORT.**

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

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

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

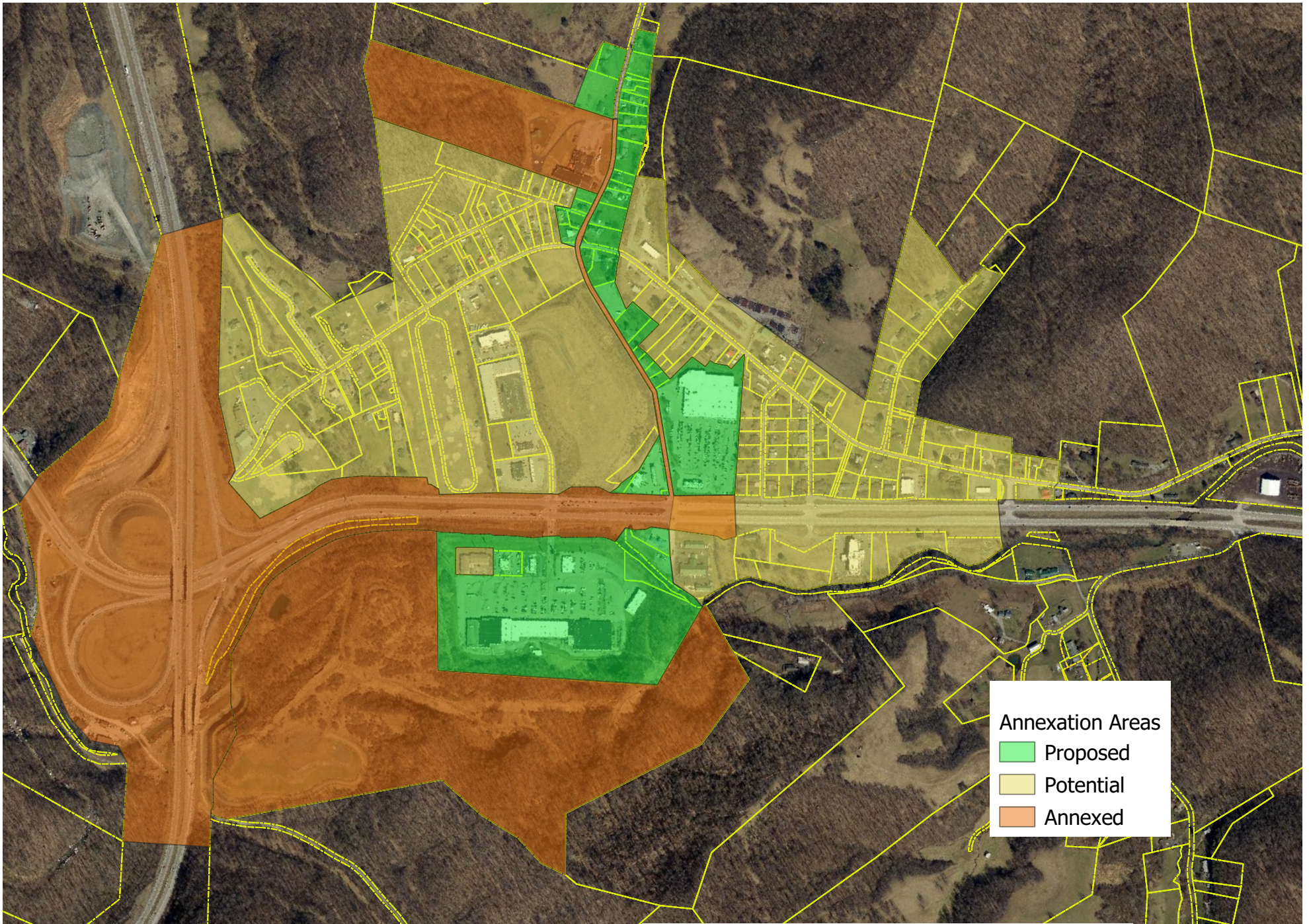
First Reading \_\_\_\_\_

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

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

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





## Draft Annexation Areas

This map is not a valid survey plat and the data on this map does not imply any official status to such data. The City of Weston assumes no liability that might result from the use of this map.

The areas shown to be annexed are approximate areas.





## DRAFT LETTER FOR POTENTIAL ANNEXATION PROPERTIES

Re: Interest in Annexation

In order to support the continual growth of our area's economy and the growth and delivery of government services, the City of Weston is considering the possibility of further annexation. Your receipt of this letter signifies that your home or business is located in an area that could be potentially annexed. A separate area is being proposed for annexation but your property is located within close enough proximity that it could be potentially be included in the proposed annexation order. The proposed area was determined by the interest of individuals in this area and the assessment of available tax base to support the additional provision of services.

In order to best gauge the boundaries of areas that should be considered for annexation and efficiently answer questions about possible effects of potential annexation, we are cordially inviting you to a public meeting to be held at Peterson Central School cafeteria on **January 18<sup>th</sup>, 2023 at 6 p.m.** At this meeting you will have the opportunity to voice your opinions on annexation, participate in a Q/A session about the possible effects to your property taxes and fees, the provision of city services and other items.

It is the City of Weston administration's hope that this can be a very positive and cordial event that will allow all who attend to be heard, have their questions answered, and for our area to develop the best possible solution for further delivery of services, development, and growth.

If you are unable to attend but wish to have your opinion and questions answered, please reach out to the Weston City Manager at 304.269.6141 to schedule a time to discuss further. If you oppose annexation and wish not to further discuss the issue, we would like that feedback as well. Please feel free to call the City Manager, email him at [nstansberry@cityofwestonwv.com](mailto:nstansberry@cityofwestonwv.com) or mail us a note back at 102 W 2<sup>nd</sup> Street, Weston, WV. We'd ask that all mailed notes be delivered to us by January 18<sup>th</sup>.

We look forward to speaking with you soon!

## DRAFT LETTER FOR PROPOSED ANNEXATION PROPERTIES

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We look forward to speaking with you soon!

This Memorandum of Understanding is a "DRAFT COPY"

## Memorandum of Understanding

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

### Nature of Understanding

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

### Background

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

### Purpose

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

Some terms to be agreed on:

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

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

This Memorandum of Understanding is a "DRAFT COPY"

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

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

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

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

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

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

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

#### Dispute Resolution

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

#### Entire Understanding

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

This Memorandum of Understanding is a "Draft Copy"

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

#### Duration

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

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

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

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