AGENDA NITRO CITY COUNCIL SEPTEMBER 5, 2017 7:00 pm

CALL TO ORDER: Mayor Dave Casebolt Ward 1 Councilwoman Donna Boggs Ward 3 Councilwoman Laurie Elkins Councilman at Large Bill Javins Recorder Rita Cox
Ward 2 Councilman Bill Racer
Ward 4 Councilman Michael Hill
Councilman at Large Andy Shamblin

Councilman at Large John Montgomery

INVOCATON/PLEDGE OF ALLEGIANCE

FUTURE DATES OF COUNCIL: September 19, October 3 and 17

APPROVAL OF COUNCIL MINUTES: August 15

OLD BUSINESS

SECOND READING/PROPERTY MAINTENANCE ORDINANCE RELATING TO ESTABLISHING PROCEDURE FOR ENFORCING MINIMUM CONDITIONS FOR MAINTAINING EXTERIOR PROPERTY: Councilman John Montgomery

STREAMBANK STABILIZATION PLAN: Mayor Dave Casebolt

APPROVAL OF BEAUTIFICATION PLANNING/THRASHER: Mayor Dave Casebolt

SUDDENLINK AGREEMENT: Mayor Dave Casebolt

PAVING: Councilman Bill Javins

CONCRETE: Councilwoman Laurie Elkins

NEW BUSINESS

DOUGH BOY STREET DECORATIONS/SUSAN VALLEAU AND JENNIFER HENSLEY: Mayor Dave Casebolt

RESOLUTION ALLOWING BEER SALES DURING CHILIFEST 2017: Mayor Dave Casebolt

ADDITIONAL EMPLOYEE CODE ENFORCEMENT/BUILDING DEPARTMENT: Councilwoman Donna Boggs

TRICK OR TREAT/OCTOBER 31 FROM 6:00 TO 8:00 PM: Councilwoman Laurie Elkins

REMAINING POOL CONCESSIONS TO NITRO LITTLE LEAGUE: Councilwoman Laurie Elkins

POLICEMEN AND FIRE FIGHTERS ANNUAL PENSION REPORT: John Young

BUDGET REVISION AND RESOLUTION/FIRE DEPARTMENT REIMBURSEMENT FOR ACCIDENT: John Young

BUDGET REVISION AND RESOLUTION/VEHICLE PAYMENTS: John Young

TREASURER REPORT: John Young

ATTORNEY REPORT: Johnnie Brown

MAYOR COMMENTS

COUNCIL COMMENTS

PUBLIC COMMENTS

ADJOURNMENT



MINUTES SEPTEMBER 5, 2017

CALL TO ORDER: Mayor Casebolt called the meeting to order at 7:00 pm in Council Chambers. Attending with the mayor were Recorder Rita Cox, Ward 1 Councilwoman Donna Boggs, Ward 2 Councilman Bill Racer, Ward 3 Councilwoman Laurie Elkins, Ward 4 Councilman Michael Hill, Councilmen at Large John Montgomery, Andy Shamblin and Bill Javins, City Attorney Johnnie Brown and City Treasurer John Young.

INVOCATION/PLEDGE OF ALLEGIANCE: Councilman Shamblin delivered the Invocation and the Pledge of Allegiance was led by Recorder Cox.

FUTURE DATES OF COUNCIL: Mayor Casebolt said the future dates of Council are September 19 and October 3 and 17.

APPROVAL OF COUNCIL MINUTES: COUNCILWOMAN DONNA BOGGS MADE THE MOTION THAT COUNCIL APPROVE THE MINUTES OF AUGUST 15 AND RECORDER RITA COX SECONDED THE MOTION. VOTE WAS CARRIED.

OLD BUSINESS

SECOND READING/PROPERTY MAINTENANCE ORDINANCE RELATING TO ESTABLISHING PROCEDURE FOR ENFORCING MINIMUM CONDITIONS FOR MAINTAINING EXTERIOR PROPERTY: COUNCILMAN JOHN MONTGOMERY MADE THE MOTION THAT COUNCIL PASS ON SECOND READING THE PROPERTY MAINTENANCE ORDINANCE RELATING TO MINIMUM CONDITIONS FOR EXTERIOR PROPERTY. THE SECOND WAS BY COUNCILMAN BILL JAVINS AND THE MOTION CARRIED. Councilman Racer asked when the ordinance will take effect and Councilman Montgomery said January 1, 2018.

STREAMBANK STABILIZATION PLAN: RECORDER RITA COX MADE THE MOTION THAT COUNCIL ACCEPT THE PROJECT PLANS SUBMITTED BY MCCLANAHAN CONSTRUCTION FOR \$835,343.00 TO DO THE STREAMBANK STABILIZATION AT NITRO PARK. THERE WAS A SECOND BY COUNCILWOMAN DONNA BOGGS. Mayor Casebolt said that the final amount will be lower because some of the items will be taken over and completed by city employees. VOTE WAS UNANIMOUS FOR THE MOTION.

APPROVAL OF BEAUTIFICATION PLANNNING/THRASHER: Mayor Casebolt introduced David Hafley who works for Thrasher Engineering. Mr. Hafley said that he was pleased the city had chosen his firm to do the beautification plan for the city. He said they would spend about six weeks doing data collection, mapping and seeking public input. Mayor Casebolt said that one of the things he liked about the Thrasher proposal was the plan to try to get traffic off I64 and into Nitro. COUNCILMAN ANDY SHAMBLIN MADE THE MOTION THAT COUNCIL ACCEPT THE PROPOSAL BY THRASHER FOR \$40,000.00 FOR LANDSCAPING AND BEAUTIFICATION PLANNING. THE SECOND WAS BY COUNCILWOMAN LAURIE FLKINS AND THE MOTION CARRIED WITH A UNANIMOUS VOTE.

SUDDENLINK AGREEMENT: COUNCILMAN JOHN MONTGOMERY MADE THE MOTION THAT COUNCIL PASS THE RESOLUTION AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE CITY AND CEBRIDGE ACQUISITION, LLC DOING BUSINESS AS SUDDENLINK COMMUNICATIONS. THE SECOND WAS BY COUNCILMAN BILL RACER AND THE MOTION CARRIED WITH A UNANIMOUS VOTE.

PAVING: COUNCILMAN JAVINS MADE THE MOTION THAT COUNCIL APPROVE \$137,000.00 FOR PAVING SECOND AVENUE FROM 4TH STREET TO 21ST STREET AND 28TH ST., 29TH ST., 17TH, 25TH, 26TH AND 30TH ST., 38TH ST., 15TH ST., 11TH ST. 10TH 7TH AND 5TH ST., FENTON CIR., SPRING ST. ENTRANCE, CLEVELAND AVE., AND RED OAK DR. THERE WAS A SECOND BY COUNCILWOMAN BOGGS AND THE MOTION PASSED WITH A UNANIMOUS VOTE.

CONCRETE: Councilwoman Laurie Elkins said that she would like for Council to consider making an adjustment to the budget to use some of the fall and spring sales tax to do more concrete work since some the expenses planned for had already been taken care of.

NEW BUSINESS

DOUGH BOY STREET DECORATIONS/SUSAN VALLEAU AND JENNIFER HENSLEY: COUNCILWOMAN DONNA BOGGS MADE THE MOTION THAT SUSAN VALLEAU AND JENNIFER HENSLEY BE GIVEN PERMISSION TO DECORATE CITY STREETS IN THE CITY HALL BLOCK WITH DOUGHBOY CUTOUTS. THERE WAS A SECOND BY COUNCILMAN BILL JAVINS AND A VOTE FOR THE MOTION BY COUNCIL.

RESOLUTION ALLOWING BEER SALES DURING CHILIFEST 2017: RECORDER RITA COX MADE THE MOTION THAT CRAFT BEER SALES BE PERMITTED FOLLOWING THE GUIDELINES PREPARED BY CHIEF EGGLETON WITH A SECOND BY COUNCILMAN BILL JAVINS. Mayor Casebolt said Waggin's Tales would be the Special Events Coordinator and the event will be under 521.06, special events. VOTE WAS FOR THE MOTION.

TRICK OR TREAT/OCTOBER 31 FROM 6:00 TO 8:00 PM: COUNCILWOMAN LAURIE ELKINS MADE THE MOTION THAT COUNCIL PERMIT HALLOWEEN TRICK OR TREAT TIME BE HELD ON OCTOBER 31 FROM 6:00 TO 8:00 PM WITH A SECOND BY RECORDER RITA COX. THE MOTION CARRIED WITH A UNANIMOUS VOTE.

REMAINING POOL CONESSIONS TO NITRO LITTLE LEAGUE: COUNCILMAN LAURIE ELKINS MADE THE MOTION THAT THE REMAINING POOL CONCESSIONS BE CONTRIBUTE TO THE NITRO LITTLE LEAGUE WITH COUNCILMAN BILL RACER MAKING A SECOND TO THE MOTION. COUNCIL VOTED FOR THE MOTION.

POLICEMEN AND FIRE FIGHTERS ANNUAL PENSION REPORT: RECORDER COX MADE THE MOTION THAT COUNCIL ACCEPT THE ANNUAL PENSION REPORTS AS A PART OF COUNCIL MINUTES. THERE WAS A SECOND BY COUNCILWOMAN DONNA BOGGS AND A UNANIMOUS VOTE FOR THE MOTION.

BUDGET REVISION AND RESOLUTION/FIRE DEPARTMENT REIMBURSEMENT FOR ACCIDENT: COUNCILMAN JAVINS MADE THE MOTION THAT COUNCIL PASS THE RESOLUTION REIMBURSING THE FIRE DEPARTMENT \$14,233.00 FOR THE BUDGET REFLECTING A REIMBURSEMBENT FOR PAYMENT FOR AN ACCIDENT. THERE WAS A SECOND BY COUNCILMAN RACER AND A UNANIMOUS VOTE FOR THE MOTION.

BUDGET REVISION AND RESOLUTION/VEHICLE PAYMENTS: RECORDER COX MADE THE MOTION THE RESOLUTION REFLECTING THE VEHICLES PAYMENTS BE PASSED WITH A SECOND BY COUNCILWOMAN BOGGS. VOTE WAS FOR THE MOTION.

PAVING: COUNCILMAN JAVINS MADE THE MOTION THAT COUNCIL APPROVE \$137,000.00 FOR PAVING SECOND AVENUE FROM 4TH STREET TO 21ST STREET AND 28TH ST., 29TH ST., 17TH, 25TH, 26TH AND 30TH ST., 17TH ST., 15TH ST., 11TH ST. 10TH 7TH AND 5TH ST., FENTON CIR., SPRING ST. ENTRANCE, CLEVELAND AVE., AND RED OAK DR. THERE WAS A SECOND BY COUNCILWOMAN BOGGS AND THE MOTION PASSED WITH A UNANIMOUS VOTE.

CONCRETE: Councilwoman Laurie Elkins said that she would like for Council to consider making an adjustment to the budget to use some of the fall and spring sales tax to do more concrete work since some the expenses planned for had already been taken care of.

NEW BUSINESS

DOUGH BOY STREET DECORATIONS/SUSAN VALLEAU AND JENNIFER HENSLEY: COUNCILWOMAN DONNA BOGGS MADE THE MOTION THAT SUSAN VALLEAU AND JENNIFER HENSLEY BE GIVEN PERMISSION TO DECORATE CITY STREETS IN THE CITY HALL BLOCK WITH DOUGHBOY CUTOUTS. THERE WAS A SECOND BY COUNCILMAN BILL JAVINS AND A VOTE FOR THE MOTION BY COUNCIL.

RESOLUTION ALLOWING BEER SALES DURING CHILIFEST 2017: RECORDER RITA COX MADE THE MOTION THAT CRAFT BEER SALES BE PERMITTED FOLLOWING THE GUIDELINES PREPARED BY CHIEF EGGLETON WITH A SECOND BY COUNCILMAN BILL JAVINS. Mayor Casebolt said Waggin's Tales would be the Special Events Coordinator and the event will be under 521.06, special events. VOTE WAS FOR THE MOTION.

TRICK OR TREAT/OCTOBER 31 FROM 6:00 TO 8:00 PM: COUNCILWOMAN LAURIE ELKINS MADE THE MOTION THAT COUNCIL PERMIT HALLOWEEN TRICK OR TREAT TIME BE HELD ON OCTOBER 31 FROM 6:00 TO 8:00 PM WITH A SECOND BY RECORDER RITA COX. THE MOTION CARRIED WITH A UNANIMOUS VOTE.

REMAINING POOL CONESSIONS TO NITRO LITTLE LEAGUE: COUNCILMAN LAURIE ELKINS MADE THE MOTION THAT THE REMAINING POOL CONCESSIONS BE CONTRIBUTE TO THE NITRO LITTLE LEAGUE WITH COUNCILMAN BILL RACER MAKING A SECOND TO THE MOTION. COUNCIL VOTED FOR THE MOTION.

POLICEMEN AND FIRE FIGHTERS ANNUAL PENSION REPORT: RECORDER COX MADE THE MOTION THAT COUNCIL ACCEPT THE ANNUAL PENSION REPORTS AS A PART OF COUNCIL MINUTES. THERE WAS A SECOND BY COUNCILWOMAN DONNA BOGGS AND A UNANIMOUS VOTE FOR THE MOTION.

BUDGET REVISION AND RESOLUTION/FIRE DEPARTMENT REIMBURSEMENT FOR ACCIDENT: COUNCILMAN JAVINS MADE THE MOTION THAT COUNCIL PASS THE RESOLUTION REIMBURSING THE FIRE DEPARTMENT \$14,233.00 FOR THE BUDGET REFLECTING A REIMBURSEMBENT FOR PAYMENT FOR AN ACCIDENT. THERE WAS A SECOND BY COUNCILMAN RACER AND A UNANIMOUS VOTE FOR THE MOTION.

BUDGET REVISION AND RESOLUTION/VEHICLE PAYMENTS: RECORDER COX MADE THE MOTION THE RESOLUTION REFLECTING THE VEHICLES PAYMENTS BE PASSED WITH A SECOND BY COUNCILWOMAN BOGGS. VOTE WAS FOR THE MOTION.

TREASURER REPORT: COUNCILWOMAN LAURIE ELKINS MADE THE MOTION THAT COUNCIL ACCEPT THE TREASURER REPORT AND THE SECOND WAS BY COUNCILMAN JOHN MONTGOMERY. THE MOTION CARRIED.

ATTORNEY REPORT: Johnnie Brown did not have a report.

MAYOR COMMENTS: Mayor Dave Casebolt said the new police department building is making excellent progress. He said the Boomtown events are coming up this weekend with a President and Mrs. Wilson reenactors arriving on Friday. He said the museum will be selling raffle tickets for drawings on Saturday.

COUNCIL COMMENTS: Councilwoman Donna Boggs said that plans for the new Council Chambers is progressing with the WV Fire Marshal giving her guidance. She said that she and Chief Eggleton are working together on the plans.

Councilwoman Laurie Elkins said that there are some races that will need to be added to the next agenda.

Councilman John Montgomery said there is a slip developing on 40th Street that should be addressed. He said it is near Smith Addition.

PUBLIC COMMENT: Bob Schamber said the article about Chief Bobbie Eggleton was very good.

ADJOURNMENT: COUNCILMAN JAVINS MADE THE MOTION THAT COUNCIL BE ADJOURNED WITH A SECOND BY COUNCILMAN RACER. THE MOTION PASSED.

DAVE CASEBOLT, MAYOR	
RITA COX, RECORDER	



ORDINANCE	17-	

An ordinance to amend and reenact Section 1803.2, Article 1803 of the Codified Ordinances of the City of Nitro, West Virginia, as amended, all relating to establishing the procedure for enforcing the minimum conditions for maintaining exterior property conditions.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NITRO, WEST VIRGINIA, that Section 1803.2, Property Maintenance Ordinance of the Codified Ordinances of the City of Nitro, West Virginia, as amended, be amended and reenacted, all to read as follows:

Article 1803 General Requirements

Section 1803.2. Exterior Property Areas.

1803.2(a). Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

1803.2(b). Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

1803.2(c). Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

1803.2(d). Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of ten inches in height. All noxious weeds shall be prohibited.

1803.2(d)(1). "Weeds" shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated flowers and gardens.

1803.2(d)(2). Effective for the calendar year commencing January 1, 2018, and each subsequent calendar year, the property maintenance inspector upon finding Upon failure of the owner or agent, including a lessee, having charge of a property has failed to cut or destroy weeds after service of shall serve upon that owner or agent, including a lessee, a Citation for violation of this section 1803.2(d): Provided, That if the owner or agent, including a lessee, is not available or cannot be located, the Citation shall be served upon the property. notice violation, they shall be subject to prosecution in accordance with Section 1801.6 of this Article.

1803.2(d)(2)(A). The first citation of the calendar year shall be a Warning Citation that requires the violation stated thereon to be corrected within 5 days of issuance of the Warning Citation. Each Citation issued in a calendar year subsequent to the Warning Citation shall not require the issuance of an additional Warning Citation.

1803.2(d)(2)(B). If the violation stated on the Warning Citation is not corrected within the 5 days immediately succeeding issuance of that Warning Citation.

the property maintenance inspector shall issue a Citation that requires the violation stated thereon to be corrected within the 10 days immediately succeeding the issuance of the Citation.

1803.2(d)(3). Issuance of a Warning Citation or a Citation shall be prima facie evidence of the violation indicated on the face of the respective Citation. Any person alleging he or she was improperly issued a Citation may, within 10 days after service of the Citation, file a petition for appeal of the Citation or payment thereof, along with the required bond, with the municipal court clerk in accordance with the following procedure:

1803.2(d)(3)(A). In order to properly and timely appeal a Citation, the petition for appeal shall be filed within 10 days after service of the Citation and the alleged violator shall pay the required amount of the applicable fine in full to the municipal court clerk. The amount so paid shall be held by the municipal court clerk as bond pending an evidentiary hearing before and resolution of the case by the municipal court. The municipal court clerk shall issue to the alleged violator a receipt showing the amount of bond paid.

1803.2(d)(3)(B). If any petition for appeal filed in accordance with this section is not timely filed or is not accompanied with the required bond, the alleged violator shall be deemed to have waived his or her right to appeal the Citation, and such petition shall be summarily denied as untimely filed.

1803.2(d)(3)(C). Nothing set forth above shall prevent the municipal court judge from finding, upon a proper showing, that an alleged violator suffers from financial hardship, and, as a result, waiving the requirement that the bond be posted as a prerequisite to filing the petition for appeal.

Mriting, on the form provided by the municipal court clerk, and signed by the alleged violator affirming that the contents of the petition are true and accurate to the best knowledge of the alleged violator at the time of signing. The petition for appeal shall state the facts and reasons in support of the petition. Upon filing the petition for appeal with the municipal court clerk, the alleged violator shall serve a copy of the petition and receipt showing proof of bond or waiver thereof upon the property maintenance inspector who shall receive the documents as a representative for the city attorney.

1803.2(d)(3)(E). Upon filing a petition for appeal with the municipal court clerk, the clerk, or his or her designee, shall place the case on the municipal court docket, set the case for evidentiary hearing within 30 days from the date of filing the petition, provide a notice of hearing to the alleged violator, and forward a copy to the property maintenance inspector. Upon receipt of the petition, the property maintenance inspector shall cause a copy of the Citation at issue to be forwarded to the municipal court clerk who shall file it as the original complaint alleging the violation indicated therein.

1803.2(d)(3)(F). The municipal court shall treat the Citation itself as the original complaint before the court, and shall treat it as prima facie evidence of the violation alleged therein. At the close of all of the evidence, should the municipal judge find against the alleged violator, the bond posted by the alleged violator shall be applied as payment for the fine imposed for the violation. In the event the municipal court judge finds that a violator suffers from financial hardship, the municipal judge may permit alternative sentencing. Should the court find in favor of the alleged violator, the bond shall be refunded to the alleged violator by the municipal court clerk.

1803.2(d)(4). The penalties for violating this section 1803.2(d) shall be assessed based upon the number of citations within any calendar year: \$50.00 for the first Citation, \$75.00 for the second Citation, \$100.00 for the third Citation, and \$150.00 for each Citation thereafter. All fines imposed by Citations shall be due within ten days of service of the Citation.

1803.2(d)(5). Upon failure to comply with the notice of violation, any duly authorized employee of the City or contractor hired by the City shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the fee imposed for such removal shall be calculated in accordance with Section 1801.3(e) 1801.3(a)(4) of this Article 1801 and paid by the owner or agent, including a lessee, responsible for the property.

1803.2(e). Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health.

After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

1803.2(f). Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

1803.2(g). Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

1803.2(h). Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle, recreational vehicle, commercial vehicle or trailer shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled: Provided, That a vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

1803.2(h)(1). Removal of unsafe or abandoned vehicles.

1803.2(h)(1)(A). Unsafe vehicles. The property maintenance inspector upon discovering on either public property or private property a motor vehicle, recreational vehicle, commercial vehicle or trailer considered to be unsafe shall attempt to discover the owner of such vehicle and issue to that individual a notice requiring the unsafe condition to be corrected within 30 days: Provided, That for purposes of this Article, an unsafe condition shall include, but not be limited to, broken glass, an open trunk or doors, damage that prevents the vehicle from being driven, and jagged edges on metal: Provided however, That if the owner of the vehicle cannot be located or if located refuses to correct the unsafe conditions, the property maintenance inspector shall recommend to the Code Official that the owner be prosecuted under the authority of section 1801.6 of this Article and if the vehicle is located upon public property, the City Police Department be notified to have the vehicle towed.

1803.2(h)(1)(B). Abandoned, unsafe or "junked" vehicles. The property maintenance inspector upon discovering upon either public or private property a motor vehicle, recreational vehicle, commercial vehicle or trailer that is considered to be abandoned, unsafe or "junked" shall attempt to discover the owner of such vehicle and

issue to that individual a notice requiring the abandoned vehicle to be removed from the property within thirty days from the date of the notice: Provided, That for purposes of this Article, an abandoned, unsafe or "junked" motor vehicle, recreational vehicle, commercial vehicle or trailer is such a vehicle that may not be operated on a public highway or street because its registration had expired at least three months previously, its safety inspection had expired at least three months previously, its on blocks or other devices, or is mechanically inoperable; Provided however, That if the owner of the motor vehicle, recreational vehicle, commercial vehicle or trailer cannot be located or if located refuses to remove the vehicle, the property maintenance inspector shall recommend to the Code Official that the owner be prosecuted under the authority of section 1801.6 of this Article and if the motor vehicle, recreational vehicle, commercial vehicle or trailer is located upon public property, the City Police Department be notified to have the vehicle towed with the expense therefore to be paid by the owner.

1803.2(I). Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair; Provided, That this requirement is not intended to relieve a person, other than the owner, from any civil or criminal liability or responsibility from such acts.

Passed of First Reading		
Passed on Second Reading		
	Dave Casebolt, Mayor	
	Rita Cox. Recorder	

Bid Bond

CONTRACTOR

(Name, legal status and address)
Danhill Construction Company
P. O. Box 685
Gauley Bridge, WV 25085

OWNER

(Name, legal status and address) City of Nitro 2009 20th Street Nitro, WV 25143

SURETY

(Name, legal status and principal place of husiness):

COLONIAL SURETY COMPANY

123 Tice Boulevard, Suite 250 Woodcliff Lake, NJ 07677 201-573-8788

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT 5% of amount bid not to exceed \$86200

PROJECT

(Name, location or address, and Project number, if any) Nitro City Park Streambank Stabilization Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of August 2017.

(Witness)

DANHILL CONSTRUCTION COMPANY

Kobert D. Hell

(Principal) (Seal)

(Title) (Seal)

COLONIAL SURETY COMPANY

Chris Dozier (Witness)

Roberta Bird (Attorney-in-Fact)

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 123 Tice Boulevard, Woodcliff Lake, New Jersey 07677

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duty organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint Roberta Bird of Gauley Bridge, WV Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Bid Bonds and Consent of Surety Only

and to bind the Company thereby as fully and to the same extent as if such bids were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section I. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, bid bonds and consent of surety only, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Co and its corporate seal to be her	Ionial Surety Company has caused eto affixed the8th day of		its Presiden D., 2015.	nt
State of New Jersey County of Bergen	S. Scholard Control of State o	By Wayne Nunz	Y COMPANY Lizate, President	3
On this 8th	day of Septe Theresa Spinelli Wayne Nunziata			2015, before me onally appeared the person who
executed the within instrume	mt as President	on behalf	of the corporation the	erein named and
acknowledged to me that the co	orporation executed it.			
Notary Publish My Commissi	HERESASPINBLI ry Public of New Arcsey on Expires September 9, 2020 cretary of Colonial Surety Compan Attorney Issued by sald Company	Theresa Spinelli y, hereby certify that the above	and foregoing is a full,	Notary Public true and correct
force and effect.	Attorney issued by said Company	and do nevery farmer county in	inc inc data i ovici di i	
authority of the following resol the 30th of January 1968, and t RESOLVED, that the s be affixed or printed by facsir	or certify that the Certification of this lutton adopted by the Board of Direct hat said resolution has not been amon lignature of the Secretary or any Ast mile to any certificate to a Power of inding upon this Corporation."	tors of the Colonial Surety Comp ended or repealed: sistant Secretary of this Corpora	any at a meeting duly o ation, and the seal of C	Corporation, may
GIVEN under my hand and the August	seal of said Company, at Woodclift	T Lake, New Jersey this	17th	day of
ringmed punted with titlue and the Black mile. The undication of the authorities of this Fun	eer of Atlantiey vinc may call partly 5 on 1678) and each to the his above neured intenducers and debates of the	Land	B. Murphy, Secretary	9
Form S-100-101 (Rev 09/15)			0	

State of WV	
County of Faile He	
me, a duly appointed and commissioned notary instrument or instruments, and/or the demonstruments or instruments, and/or the demonstruments, and the laws of the Company , and the laws of the Commonwealth of Pennsylvania State, and that as such being authorized to do so instruments were executed as the authorized accontained, and declared to be a person execution and with full capacity and competency, at the recompany therein named and acknowledged to	Roberta Bird, attorney-in-fact of insurance company duly organized and existing under and which is authorized to conduct business in this o, acknowledged that the within instrument or of the of his disclosed principal for the purposes therein ag said instrument or instruments as attorney-in-fact equest of and on behalf of Colonial Surety me that the aforesaid Colonial Surety Company had ney-in-fact of said instrument or instruments with
IN WITNESS WHEREOF, I I	nereunto set my hand and official seal.
	A Notary Public of WV My Commission Expires on 10 2029
	Notary Public in and for the
<u> </u>	County of Fayete State of WV
OFFICIAL SEAL Notary Public, State Of West Virginia JESSICA TAYLOR 9626 Rich Creak Rd Jodie, WV 26690 My Commission Expires April 17, 2024	Josica Jaylor

Colonial Surety Company Duncannon, Pennsylvania

-Inc 1930-

Balance Sheet as at December 31, 2016

Cash & Invested Assets:		Liabilities:	
Cash	\$8,013,469	Outstanding Losses and Loss Expenses.	\$11,262,339
Short Term Investments	1,727,689	Unearned Premiums	8,171,008
Bonds*	44,134,528	Funds Held	523,631
Accrued Investment Income	416,454	Reinsurance Payable	774,092
		Accrued Expenses	321,302
		Income Taxes Payable	601,912
		Provision for Reinsurance	4,066
		Payable to parent, subsidiaries	
		and Affiliates	<u>13,293</u>
Total Cash & Invested Assets	\$54,292,140	Total Liabilities	\$21,671,643
Other Assets:		Capital & Surplus:	
Premiums Receivable	\$1,591,185	Common Capital Stock	\$3,000,000
Funds Held - Collateral	523,631	Additional Paid in Capital	1,000,000
Reinsurance Recoverable	542,647	Unassigned Surplus	32,158,019
Other amounts receivable under	•		
reinsurance contracts	214,395	Total Capital & Surplus	\$ <u>36,158,019</u>
Net Deferred Tax Assets	665,664		
Total Admitted Assets	\$ <u>57,829,662</u>	Total Liabilities, Capital & Surplus	\$ <u>57,829,662</u>

^{*}Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

STATE OF NEW JERSEY }
ss.:
COUNTY OF PASSAIC }

I, Wayne Nunziata, President of Colonial Surety Company, do herby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2016.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 5th day of May, 2017.

Surety Combonia

Incorporated

* 1930 *

* Pannsylvania

<u>_____</u>

President

Notary Public

THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2020



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,
COUNTY OF FAJETE TO-WIT:
I, Robert D. H.LL, after being first duly sworn, depose and state as follows:
1. I am an employee of Danh: 11 Construction Co; and, (Company Name)
2. I do hereby attest that Dankill Construction Co. (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D.
The above statements are sworn to under the penalty of perjury.
By: Robert D Hill
Title: President
Company Name: Dashillownetion Co.
Date: 8-17-2017
Taken, subscribed and sworn to before me this 11th day of August, 2017.
By-Commission expires FFICIAL SEAS Virginia = 7, 2024
JESSICA TAYLOR 9626 Rich Creek Rd Jodie. WV 26699 My Commission Expires April 17, 2024 (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY

Rev. August 2013

WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:
Vendor's Name: Danhill Construction Company
Authorized Signature: Robert 10 11/10 Date: 8-17-2017
State of V
County of Farette to wit:
Taken, subscribed, and sworn to before me this 1 day of
My Commission expires (10) (1) (20)
Notary Public, State Of West Virginia Notary Public Description Purchasing Amdavit (Revised 07/01/2012)



WEST VIRGINIA CONTRACTOR

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001196

Classification:

ELECTRICAL GENERAL BUILDING HEATING, VENTILATING & COOLING MULTIFAMILY PIPING PLUMBING RESIDENTIAL

> DANHILL CONSTRUCTION COMPANY DBA DANHILL CONSTRUCTION COMPANY PO BOX 685 GAULEY BRIDGE, WV 25085-0685

Date Issued

Expiration Date

AUGUST 06, 2017

AUGUST 06, 2018

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all hid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

CITY OF NITRO STREAMBANK STABILIZATION IMPROVEMENTS

Revised Unit Cost Bid Schedule

BASE BID

	BASE BID)			_	
ITEM	DESCRIPTION	QUAN UNIT	UNIT \$	EXT.\$		
1.00	Bonds / insurance	1 LS	39,000.0	39,000.	00	
2.00	Mobilization / demobilization	1 LS	39,708. "	39,708.	0	
3.00	Construction layout	1 LS	53,040.00	53.020.	00	
4.00	Demolition / temporary removal of fencing, et	c. 1 LS	18,878.00	18.878.	00	
5.00	Removal of unsuitable fill / concrete / debris	1 LS	45,425.00	45,425	00	
6.00	Clearing / grubbing	1 LS	29,900.00	29,900.	00	
7.00	Earthwork excavation	1,600 CY	14.00	22,400	00	
8.00	Excess cut (waste offsite)	1,450 CY	20,70	30,015.	00	
9.00	Riprap protection	4,000 TN	46 00	184.000.	00	
	Geotextile under riprap	1,750 SY	9.20	16,100.	00	
11.00	Erosion / sediment control measures	1 LS	13,300.	13,300.	00	
12.00	12" CPP Culvert	200 LF	71.30	14.260.	00	
	Relocation of soccer netting / posts	1 LS	6.375.	6,375.	00	
	Specialty paver edge in plaza	115 LF	60.00	6,900.	00	
	Colored concrete plaza	790 SF	18.00	14,220.	00	
	Plaza canopy structure (pyramid style)	1 LS	37,000.0	37,000.	00	
	Concrete sidewalk on riverbank	1,900 SF	12,00	22,800.	00	
	Asphalt trails	6,970 SF	8.00	55,760.	00	
	Asphalt construction entrance repairs	1 LS	30,000.00	30,000.	00	
	Gravel maintenance access	305 SF	4.60	1,403.	00	
	8' Concrete steps w/ cheek walls	86 Ea.	390.00	33,540.	OO	
	Steel handrailing	194 LF	112.00	21,728.	00	
	Conduit w/ pull cords for future power	550 LF	18.20	10,010.	00	
	Power connection DELETED	4 LS	D	0		
	Picnic shelters w/ conc. pad / etc.	3 Ea.	29,330.00	87.990.	00	
	1" waterline	550 LF	24.80	13,640.	00	
	Yard hydrant	1 Ea.	1,300.	1,300.	00	
	Benches	11 Ea.	2,000.00	22,000.	00	
	Trash receptacles	2 Ea.	2,200.00	4,400.	00	
	Bicycle racks	1 Ea.	1,500.00	1,500.	00	
31.00	Landscaping		1.00		Ī.,	
	Street trees	8 Ea.	375.00	3,000.	00	
	Ornamental trees	11 Ea.	330.00	3,630.	00	
	Evergreen trees	20H 3 Ea.	300.00	900.	00	
	Ontaba	29 Ea.	144.00	4,176.	00	
	Perennials	523 Ea.	14.00	7,322.	60	
	Seeding / straw mulching	1 LS	37,900.00	37,900.	00	
32.00	Project sign	1 Ea.	150000	1,500.4	00	
TOTAL BASE BID IMPROVEMENTS			\$ 935,	000.00		
					_	
	ALTERNATE BIDS					

ALTERNATE BIDS

ITEM	DESCRIPTION	QUAN	UNIT	UNIT \$	EXT. \$
33.00	Alternate 1 - plaza canopy structure (sail style)	1	LS	44,000.	49,000.00
34.00	Alternate 2 - concrete trail				83,640.00

Bidder: Deshill Construction Co.

CITY OF NITRO NITRO CITY PARK STREAMBANK STABILIZATION PROJECT BID PROPOSAL

Proposal of	DANKIII	Construction (Bonpary	_("BIDDER"),
organized and existing	under the laws o	f the State of West	Virginia	doing
business as (an indivi	dual), (a partners	ship), (a corporation)	ı.	
T 0'1(1)	N			

To: City of Nitro
PO Box 308
2009 20th Street
Nitro, West Virginia 25143

In compliance with your Invitation for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Streetscape Project in strict accordance with the CONSTRUCTION DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter, subject to weather conditions. BIDDER further agrees to pay as liquidated damages, the sum of five hundred dollars (\$500.00) per day for each calendar day of delay in completion of work.

The BIDDER further acknowledges receipt of the following addenda:

Addendum No. ______, Addendum No. ______.

BIDDER acknowledges the Owner's right to waive any informalities or to reject any or all bids. The BIDDER may not withdraw this Bid within 90 days after the actual date of

the opening thereof.

CITY OF NITRO STREAMBANK STABILIZATION IMPROVEMENTS

Revised Unit Cost Bid Schedule

BASE BID

ITEM	DESCRIPTION	QUAN	UNIT	UNIT \$	EXT. \$	1
1.00	Bonds / insurance		LS	6.180.00	6 150.00	1
2.00	Mobilization / demobilization		LS	37,500.00	37,500.00	1
3.00	Construction layout		LS	12,000.00	12,000.00	1
4.00	Demolition / temporary removal of fencing, etc		LS	10,960.00	10,950.00	1
5.00	Removal of unsuitable fill / concrete / debris		LS	9,940.00	9 940.00	i
6.00	Clearing / grubbing		LS	7,600.00	7,600.00	ì
7.00	Earthwork excavation	1,600		11 60	17,600.00	
8.00	Excess cut (waste offsite)	1,450		17, 75	Z4, 867.50	
9.00	Riprap protection	4,000		42.15	168,600.00	
	Geotextile under riprap	1,750		2.50	4,375.00	
	Erosion / sediment control measures	-	LS	4,850.00	4.850.00	
	12" CPP Culvert	200	-	133.50	76,760.00	
	Relocation of soccer netting / posts		LS	5,400.00	5, 900,00	
	Specialty paver edge in plaza	115		101.00	11,615. ∞	
	Colored concrete plaza	790		34,50	31.205.00	
	Plaza canopy structure (pyramid style)	1	LS	35,000	35,000.00	
	Concrete sidewalk on riverbank	1,900	SF	26.40	50,160,00	
18.00	Asphalt trails	6,970	SF	7.45	53, 320,50	
	Asphalt construction entrance repairs	1	LS	18.553.50	18,553.50	
20.00	Gravel maintenance access	305	SF	5.50	1677.50	! -
21.00	8' Concrete steps w/ cheek walls	86	Ea.	Z,484.50	213,667,00	İ
22.00	Steel handrailing	194	LF	104.40	70,350,60	İ
23.00	Conduit w/ pull cords for future power	550	LF	16.46	9,020	İ
	Power connection DELETED	4 معرب 4	LS _	-6,**	6.	5.Cw.
25.00	Picnic shelters w/ conc. pad / etc.	42,000 3	Ea. زو	37 243.00	44,724.00	126,000.00 J.Cw.
26.00	1" waterline	550	LF	20.50	11, 275, 66	· ·
	Yard hydrant	1	Ea.	805.00	805.60	
	Benches	11	Ea.	2,078,00	22,658,00	•
	Trash receptacles	_	Ea.	3,051.30	6.118.60	
	Bicycle racks	1	Ea.	2208'.56	Z, 208.50	
	Landscaping			,		
	Street trees		Ea.	37L. 🛰	Z,60€. ∞	
	Ornamental trees		Ea.	284.00	3, 124.00	
	Evergreen trees		Ea.	250.00	750. °°	
	Shrubs		Ea.	125	3,625.00	
	Perennials	523		12.00	6,276.00	
	Seeding / straw mulching		LS	6,500.00	6,500.	
32.00	Project sign		Ea.	400,04	400.00	
	TOTAL BASE BID IMPROVEMENT	rs		# 974, Z	34, ⁷⁶	

ALTERNATE BIDS

ITEM	DESCRIPTION	QUAN UN	IT UNIT\$	EXT. \$
33.00	Alternate 1 - plaza canopy structure (sail style)	1 LS	41,210	W 210.00
34.00	Alternate 2 - concrete trail			12Z 3Z3. 50

Bidder: Mountainer Contractors Inc.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the amount on the attached Unit Price Bid Schedule. The total work to be performed under this Contract shall be paid for under the pay items listed on the Bid Form. The cost of any labor, equipment, materials or work called for in the Specifications, shown on the Drawings, or necessary for a complete and satisfactory installation, but which are not specifically mentioned on the Bid Form shall be included in the appropriate pay item by the CONTRACTOR at no additional expense to the OWNER.

All cost to the CONTRACTOR for transportation, plant, labor, tools, materials, equipment, insurance, workmen's compensation, licenses, permits, taxes, general overhead, and all other expenses incidental to or necessary for the prosecution of the Work, plus all profits, shall be included in the unit prices for the applicable items.

(SEAL – If Bid is by a Corporation)	Respectfully Submitted
Chanala.	Robert D. Hill
Attest	Signature
8-17-2017	Robert Di H.LL
Date	Name (T)yped)
	President
	Title (Typed)
	P.O. BOX 685
	Address Beidge, WV. 25085
	WV001196
	Contractor's License Number

NOTE: The Contractor's License Number is to be included on this Bid Proposal.

CITY OF NITRO NITRO CITY PARK STREAMBANK STABILIZATION PROJECT BID PROPOSAL

Proposal of Mountaineer Contractors, Inc.	("BIDDER"),
organized and existing under the laws of the State of West Virginia	doing
business as (arwindividual),x(axpartnership), (a corporation).	
To: City of Nitro	

PO Box 308 2009 20th Street Nitro, West Virginia 25143

In compliance with your Invitation for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Streetscape Project in strict accordance with the CONSTRUCTION DOCUMENTS, within the time set forth therein, and at the prices stated below.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter, subject to weather conditions. BIDDER further agrees to pay as liquidated damages, the sum of five hundred dollars (\$500.00) per day for each calendar day of delay in completion of work.

The BIDDER further acknowledges receipt of the following addenda:

Addendum No. _ _ _ , Addendum No. _ _ _ , Addendum No. _ _ _ .

BIDDER acknowledges the Owner's right to waive any informalities or to reject any or all bids. The BIDDER may not withdraw this Bid within 90 days after the actual date of the opening thereof.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the amount on the attached Unit Price Bid Schedule. The total work to be performed under this Contract shall be paid for under the pay items listed on the Bid Form. The cost of any labor, equipment, materials or work called for in the Specifications, shown on the Drawings, or necessary for a complete and satisfactory installation, but which are not specifically mentioned on the Bid Form shall be included in the appropriate pay item by the CONTRACTOR at no additional expense to the OWNER.

All cost to the CONTRACTOR for transportation, plant, labor, tools, materials, equipment, insurance, workmen's compensation, licenses, permits, taxes, general overhead, and all other expenses incidental to or necessary for the prosecution of the Work, plus all profits, shall be included in the unit prices for the applicable items.

Respectfully Submitted (SEAL - If Bid is by a Corporation) Signature Attest 2017 Jason C. Workman gust 17 Name (Typed) Date Vice President Title (Typed) P.O. Box 606 Address Kingwood, WV 26537 WV001286 Contractor's License Number

NOTE: The Contractor's License Number is to be included on this Bid Proposal.

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Mountaineer Contractors Inc	
PO Box 606	
Kingwood WV 26537	
SURETY (Name and Address of Principal Place of Business):	
Great American Insurance Company	
301 E Fourth Street	
Cincinnati OH 45202 OWNER (Name and Address):	
City of Nitro 2009 20th Street	
Nitor WV 25143	
BID Bid Due Date: August 17, 2017 Project (Brief Description Including Location): Nitro Cit	ty Park Streambank Stabilization Project
	Count WV
BOND N/A	
BOND Bond Number: N/A Date (Not later than Bid due date): August 17, 2017 Penal sum Five Percent of Accompanying B (Words)	Gid(Figures)
Bond Number: N/A Date (Not later than Bid due date): August 17, 2017 Penal sum Five Percent of Accompanying B	(Figures) ect to the terms printed on the reverse side hereof, do each
Bond Number: N/A Date (Not later than Bid due date): August 17, 2017 Penal sum Five Percent of Accompanying B (Words) Surety and Bidder, intending to be legally bound hereby, subje	(Figures) ect to the terms printed on the reverse side hereof, do each
Bond Number: N/A Date (Not later than Bid due date): August 17, 2017 Penal sum Five Percent of Accompanying B (Words) Surety and Bidder, intending to be legally bound hereby, subjectance this Bid Bond to be duly executed on its behalf by its automorphism. BIDDER Mountaineer Contractors Inc.	(Figures) ect to the terms printed on the reverse side hereof, do each thorized officer, agent, or representative.
Bond Number: N/A Date (Not later than Bid due date): August 17, 2017 Penal sum Five Percent of Accompanying B (Words) Surety and Bidder, intending to be legally bound hereby, subjective this Bid Bond to be duly executed on its behalf by its automatical surface and BIDDER	(Figures) cct to the terms printed on the reverse side hereof, do each thorized officer, agent, or representative.

Note: Above addresses are to be used for giving required notice.

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal detivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 0 20880

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact. for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

Limit of Power

DENISE DEEM LLOYD RANDALL COBER BOTH OF

вотн

MORGANTOWN, WEST VIRGINIA

\$50,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate APRIL officers and its corporate seal hereunto affixed this day of

Attest

GREAT AMERICAN INSURANCI: COMPANY

Assistant Secretary

Divisional Senior Vice Preside

STATE OF OHIO, COUNTY OF HAMILTON - ss:

7TH

day of **APRIL** DAVID C. KITCHIN (877-377-2405)

On this 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents. Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surely, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of sweetyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

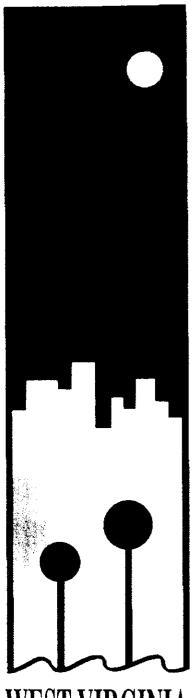
1. STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9. 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

17th

day of

August



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001286

Classification:

GENERAL ENGINEERING

MOUNTAINEER CONTRACTORS INC DBA MOUNTAINEER CONTRACTORS INC PO BOX 606 KINGWOOD, WV 26537-0606

Date Issued

Expiration Date

AUGUST 13, 2017

AUGUST 13, 2018

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of su		CONTACT Denise Deem			
MVB Insurance, LLC.		PHONE (A/C, No, Ext): 1 (304) 594-4041 FAX (A/C, No): 1 (3	4) 699-0062		
48 Donley Street, Suite 703 Morgantown, WV 26501		E-MAIL ADDRESS: ddeem@mvbinsurance.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
		INSURER A : Zurich American Ins Co	16535		
Mountaineer Contractors Inc PO Box 606 Kingwood, WV 26537		INSURER B : American Guarantee & Liab Ins	26247		
	ractors Inc	INSURER C:			
		INSURER D:			
	537	INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:			
THE IS TO SECTION THAT T	IE DOLIGIES OF MICHBANCE LICTED D	ELOW HAVE BEEN RECIED TO THE INCLIDED NAMED ABOVE FOR THE F	OU ICY PERIOD		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS TYPE OF INSURANCE **POLICY NUMBER** 1,000,000 COMMERCIAL GENERAL LIABILITY A EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE | X | OCCUR 11/01/2015 11/01/2016 GLO0186797-00 10,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2.000.000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 POLICY X PROs PRODUCTS - COMP/OP AGG 2,000,000 EMPLOYEE BENEFI S OTHER COMBINED SINGLE LIMIT (Ea accident) 1,000,000 \$ AUTOMOBILE LIABILITY 11/01/2015 11/01/2016 s BAP0186800-00 BODILY INJURY (Per person) ANY AUTO SCHEDULED ALL OWNED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS AUTOS PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ UMBRELLA LIAB X 20,000,000 EACH OCCURRENCE Χ 2 OCCUR 20,000,000 11/01/2015 11/01/2016 В **EXCESS LIAB** AUC6478361-02 AGGREGATE \$ CLAIMS-MADE 0 DED X RETENTION \$ \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 WC0186801-00 11/01/2015 11/01/2016 A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ N N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below 1.000.000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

Proof of Insurance



CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

March 24, 2017

Mayor David Casebolt City of Nitro 2009 20th Street Nitro, WV 25143

RE: Executive Summary of Cable Franchise Agreement with Suddenlink

Dear Mayor Casebolt:

I am pleased to inform you that we have reached tentative agreement with Suddenlink regarding cable franchise renewal for the City of Nitro. The following is an executive summary of the major provisions of the Cable Franchise Agreement (the "Agreement") negotiated with Michael Kelemen of Suddenlink. While there are many other important provisions contained in the Agreement, I have limited this summary to the major items outlined herein. The Agreement is, of course, subject to the approval of the City Council.

The following are highlights of the new Agreement.

1. Franchise Fees (Sections 1(p) and 6)

Municipalities are entitled under federal law to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenues" for cable services provided within the municipality. The City currently assesses a five percent (5%) fee and this remains the same in the new Agreement. The definition of "gross revenues" in the Agreement includes an itemized list of twenty-six (26) revenue sources that will maximize the City's franchise fee revenue. This list includes all current eligible revenue sources as well as foreseeable future sources and a "catch all" item to capture any other future revenue sources that are not foreseeable. The list adds several new revenue sources that Suddenlink has added in the past few years.

While several relevant variables such as rate changes, subscriber activity, subscriber penetration, etc. can and will impact the City's franchise fee revenues, the Agreement is intended to maximize the City's franchise fee revenue. Please note that all franchise fees are passed through to Suddenlink cable subscribers as a separate line item on their bills. Franchise fees will be paid to the City on a quarterly basis under the new Agreement.

In addition to franchise fee revenue, the Agreement permits the City to conduct an independent audit of Suddenlink's records to determine whether Suddenlink has paid franchise fees accurately. Should the audit reveal that franchise fees have been underpaid, then Suddenlink must pay the underpaid amount plus interest of ten percent (10%) of the underpayment. Furthermore, should the audit reveal that franchise fees have been underpaid by five percent (5%) or more, then Suddenlink also must contribute \$3,000 toward the cost of the audit.

Finally, the Agreement includes "bundled services" protection. If a subscriber purchases more than one (1) of Suddenlink's three (3) services (cable, internet and phone) and receives a bundled services discount, this provision ensures that the discount does not apply only to cable services. If it did, franchise fee revenue to the City would be reduced. Section 6.5 of the Agreement states that the cable services portion of the bundled services discount may be reduced by no more than a proportionate share of the overall bundled services discount.

3. Customer Service Standards (Section 4)

The Agreement establishes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the relevant recommendations of the Federal Communications Commission ("FCC"), which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements.

The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives including the duty to measure compliance with the standards after receiving subscriber complaints;
- Time limits for commencing installation, service interruption, and repair work, including limits on technicians cancelling appointments with subscribers;
- A four (4) hour "appointment window" for service calls;
- Requirements for notices to subscribers;

- Billing requirements, including a prohibition against late fees begin assessed fewer than thirty (30) days after the last billing date;
- Customer complaint procedures, including a rule against Suddenlink imposing late fees on a subscriber who disputes a bill in good faith until the investigation is completed;
- Requirements to be met prior to disconnecting service;
- Credit for service interruptions of six (6) or more hours upon request; and
- Standards of subscriber privacy.

4. Free Services to Community Facilities (Section 7.1)

The Agreement requires Suddenlink to provide Standard level (or the equivalent based on Suddenlink's then current service level classifications) television service to City facilities including, but not limited to, the City Administration Building, police stations, fire companies, public works buildings, public and private schools (K-12) and public libraries. A detailed description of such eligible locations is contained in Section 7.1. Such complimentary service will be provided within three (3) months of the effective date of the Agreement to the extent that such facilities aren't currently receiving such complimentary service. The facilities must be located within one hundred twenty-five (125) feet aerial distance from the cable plant.

Suddenlink is also required to provide complimentary Internet service to a single municipal facility of the City's choosing (in addition to all schools and all public libraries) within three (3) months of the effective date of the Agreement as set forth in a side agreement. As with the complimentary cable service, the facility designated to receive the free internet service must be within one hundred twenty-five (125) feet aerial distance from the cable plant.

5. Educational and Governmental ("EG") Channel (Section 7.2)

Federal law grants municipalities the right to dedicated public, educational and governmental ("PEG") channels. In the Agreement, the City reserves the right, upon one hundred eighty (180) days written notice, to obtain a single educational and/or governmental ("EG") channel from Suddenlink to be used for programming related to educational and/or governmental activities. The City or its designee would have complete control over the content, scheduling, and administration of the channel, and the City may delegate these functions, or a portion of these functions, to a designated access administrator such as the School District.

Suddenlink will install the wires and other signal distribution equipment, at the City's cost, so that programming can originate from the selected video origination location and be distributed over the cable system. Suddenlink is required to cablecast the EG channel to all Suddenlink subscribers and the technical quality of the channel must be comparable to the technical quality used for commercial channels.

An increasing number of municipalities across the country are activating such channels, because they can now do so in a cost effective manner without the need for a television studio or production manager. In addition, third-party municipal programming packages that did not exist in a commercial format until a few years ago are now available to municipalities.

6. Cable System Specifications and Technical Requirements (Section 3)

The Agreement provides specific technical requirements for the cable system serving the City. Section 3.3 of the Agreement requires the system to be built for digital television standards and to provide at least one hundred fifty (150) video channels, including the capability for high definition programming. Further, it requires Suddenlink to make a sufficient portion of the bandwidth available to deliver two-way cable services, which include such services as video-on-demand. In addition, Section 3.1 requires that the cable system must meet or exceed all technical performance standards of the FCC, the National Electric Code and the National Electrical Safety Code. Finally, it requires the cable operator to test the performance of the system on a periodic basis.

7. Right-of-Way Protections (Section 3)

The Agreement provides numerous protections of the City's public rights-of-way. For example, Suddenlink agreed to replace and restore any disturbance of public property by Suddenlink or any of its contractors or subcontractors within twenty (20) business days of the disturbance. In addition, the Agreement includes safety standards, the provision of service area maps to the City upon request (in hardcopy and electronic format), requirement for disconnection and relocation of Suddenlink's wires and equipment upon request, and the need for City approval for cutting down any trees in the public rights-of-way.

8. Reporting Requirements (Sections 5.8 and 6)

The Agreement contains three (3) reporting requirements to be met by Suddenlink. The first is a detailed franchise fee report to accompany each quarterly franchise fee payment. The report must contain line items for sources of revenue received by Suddenlink and the amount of revenue received from each source.

Second, upon written request, Suddenlink must submit financial information meeting various reporting criteria noting that, as a publicly traded company, Suddenlink

may satisfy such reporting requirement by providing the information that Suddenlink otherwise files with the U.S. Securities and Exchange Commission.

Third and finally, Suddenlink must, upon written request, provide to the City copies of reports or other communications to any federal or state regulatory agencies relating to Suddenlink's cable system within the City.

10. Performance Bond or Letter of Credit (Section 8.3)

In the Agreement, Suddenlink also agreed to obtain and maintain a performance bond running to the City in the amount of \$20,000 during the franchise term. The performance bond will help to ensure Suddenlink's faithful performance of its obligations under the Agreement, including any recovery of liquidated damages.

11. Length of Franchise Term (Section 2.2)

Due to the fact that cable technology is constantly changing and we cannot predict the state of this technology in the future, we recommend the shortest possible length of term which is ten (10) years with Suddenlink. While many municipalities view even ten (10) years as too long, we know from our extensive dealings with cable operators that they typically seek to procure even longer terms for franchise agreements such that ten (10) years tends to be the shortest length of term for which most cable operators will agree.

This concludes the executive summary of the major items contained in the Agreement. There are many other provisions, of course, contained in the Agreement, but we have attempted to highlight only the major items. Thank you for your cooperation and assistance in this effort. Should you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely yours,

Phillip Nr. Fraga

Phillip M. Fraga

RESOLUTION NO. ____

RESOLUTION OF THE CITY OF NITRO AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE CITY AND CEBRIDGE ACQUSITION, LLC DOING BUSINESS AS SUDDENLINK COMMUNICATIONS

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and West Virginia law, the City of Nitro (hereinafter the "City") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the City's jurisdiction; and

WHEREAS, Cebridge Acqusition, LLC doing business as Suddenlink Communications ("Suddenlink") currently holds a cable franchise from the City originally granted to ARH, LTD dated May 4, 1999 and which expired on or about May 3, 2014 though which is deemed to continue pending approval of this Cable Franchise Agreement; and

WHEREAS, Suddenlink has requested that the City renew Suddenlink's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-way for use by the City's residents; and

WHEREAS, the aforesaid rights-of-way used by Suddenlink are public properties acquired and maintained by the City and held in trust on behalf of citizens of the City and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain complimentary services, receive franchise fees for Suddenlink's use of the City's rights-of-way as provided by federal law, establish certain reporting requirements and provide for the current and future cable-related needs of its residents; and

WHEREAS, the City held a public hearing on the subject of cable franchise renewal, including reviewing the cable operator's past performance and identifying the City's future cable-related community needs; and

WHEREAS, the City has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Suddenlink's franchise according to the terms and conditions contained in the cable franchise agreement negotiated between the City and Suddenlink; and

WHEREAS, the City has determined that Suddenlink has the financial, legal and technical ability to provide cable services to subscribers located in the City;

NOW THEREFORE, **BE IT RESOLVED** that the City Council does hereby approve the cable franchise agreement negotiated with Suddenlink, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

RESOLVED this day of	, 201
ATTEST:	CITY OF NITRO
	Mayor / City Council Representative

Check Report

By Check Number

Date Range: 08/01/2017 - 08/31/2017

CITY OF NITRO, WV

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: DISB-DISBURSEMENT ACCOUNT						
ACTLOCK	ACT LOCKSMITH SERVICES	08/03/2017	Regular	0.00	96.00	46121
AIRGAS	AIRGAS USA, LLC	08/03/2017	Regular	0.00	567.73	46122
AMEASP	AMERICAN ASPHAULT OF WV, LLC	08/03/2017	Regular	0.00	484.90	46123
BCMELE	B.C.M. ELECTRONIC SERVICE INC.	08/03/2017	Regular	0.00	50.00	46124
BOBSOM	BOB SUMEREL TIRE INC	08/03/2017	Regular	0.00	564.00	46125
BOSLEY	BOSLEY RENTAL	08/03/2017	Regular	0.00	123.50	46126
CENHAR	CENTER HARDWARE	08/03/2017	Regular	0.00	391.52	46127
CHADEP	CHARLESTON DEPARTMENT STORE	08/03/2017	Regular	0.00	199.98	46128
CHANEW	CHARLESTON NEWSPAPERS	08/03/2017	Regular	0.00	91.58	46129
CHAPSY	CHARLESTON PSYCHIATRIC GROUP, INC.	08/03/2017	Regular	0.00	450.00	46130
CiTHOR	CI THORNBURG CO., INC	08/03/2017	Regular	0.00	2,601.53	46131
CINTAS	CINTAS CORPORATION	08/03/2017	Regular	0.00	98.03	46132
COCCOL	COCA-COLA BOTTLING CO. CONSOLIDATED	08/03/2017	Regular	0.00	868.50	46133
CROLAN	CROSS LANES VETRANARY HOSPITAL	08/03/2017	Regular	0.00	251.43	
DELAGE	DE LAGE LANDEN	08/03/2017	Regular	0.00	159.14	
DUNPRI	DUNBAR PRINTING	08/03/2017	Regular	0.00	924.50	
DUTMIL	DUTCH MILLER DODGE OF CHARLESTON	08/03/2017	Regular	0.00	1,487.06	
ELECOMPD	ELECTRONIC COMMUNICATIONS	08/03/2017	Regular	0.00	3,541.90	
FINLEY	FINLEY FIRE EQUIPMENT	08/03/2017	Regular	0.00	1,336.00	
FRAORD	FRATERNAL ORDER OF POLICE	08/03/2017	Regular	0.00	500.00	
GINOS	GINOS PIZZA	08/03/2017	Regular	0.00	139.80	
GODWIN	GODWIN PUMPS	08/03/2017	Regular	0.00	630.00	
HERFIRE	HERITAGE FIRE EQUIPMENT	08/03/2017	Regular	0.00	249.89	46143
JOHGAR	JOHN'S GARAGE	08/03/2017	Regular	0.00		46144
KANSHE	KANAWHA COUNTY SHERIFFS DEPT	08/03/2017	Regular	0.00	4,356.08	
KOMAX	KOMAX	08/03/2017	Regular	0.00	324.88	
LEONARD	LEONARDS ELECTRICAL SUPPLIES	08/03/2017	Regular	0.00	412.70	
MATHENYGAR	MATHENY MOTOR TRUCK CO.	08/03/2017	Regular	0.00	285.04	
MIRACLE	MIRACLE RECREATION EQUIPMENT CO.	08/03/2017	Regular	0.00	738.56	
MONPLU	MONOGRAMS PLUS	08/03/2017	Regular	0.00	591.00	
MOUWES	MOUNTWEST COMMUNITY & TECHNICAL COLI		Regular	0.00	60.00	
NATPOO	NATIONAL POOL	08/03/2017	Regular	0.00	55.00	
OMNI	OMNI	08/03/2017	Regular	0.00	187.50	
ONEBEA	ONE BEACON INSURANCE GROUP	08/03/2017	Regular	0.00	5,000.00	
PHYEXA	PHYSICAL EXAM COMPANY	08/03/2017	Regular	0.00	395.00	
PILE	PILE HARDWARE	08/03/2017	=		205.36	
PROBUS	PROGRESSIVE BUSINESS PUBLICATIONS	08/03/2017	Regular	0.00		
PULFOW	PULLIN, FOWLER, BROWN & POE PLLC	08/03/2017	Regular	0.00	159.00	
SAFKLE	SAFETY-KLEEN SYSTEMS. INC.	08/03/2017	Regular	0.00	7,000.00	
SAFCAU	SAFTEY CAUTION	08/03/2017	Regular	0.00	384.99	
CLAXSMI			Regular	0.00	271.24	
THOROB	SMITH CONCRETE THOMAS ROBINSON	08/03/2017	Regular	0.00		46161
TSGCON		08/03/2017	Regular	0.00	560.00	
UNIFIRST	TSG CONSULTING	08/03/2017	Regular	0.00	1,250.00	
VITSIG	UNIFIRST CORPORATION	08/03/2017	Regular	0.00	561.99	
WVSPR	VITAL SIGNS PLUS	08/03/2017	Regular	0.00		46165
	WEST VIRGINIA SPRING & RADIATOR CO	08/03/2017	Regular	0.00	982.17	
WITMER	WITMER PUBLIC SAFETY GROUP	08/03/2017	Regular	0.00	387.95	
AMEGEN-CH	AMERICAN GENERAL LIFFE	08/03/2017	Regular	0.00	385.55	
CITHOR	CI THORNBURG CO., INC	08/03/2017	Regular	0.00	1,088.20	
CINTAS	CINTAS CORPORATION	08/03/2017	Regular	0.00	123.64	46170
CITNAT	CITY NATIONAL BANK	08/03/2017	Regular	0.00	1,896.25	46171
DAVTREE	DAVEY TREE EXPERT	08/03/2017	Regular	0.00	270.00	46172
FINLEY	FINLEY FIRE EQUIPMENT	08/03/2017	Regular	0.00	461.78	46173
FIRERES	FIRE RESCUE BILLING	08/03/2017	Regular	0.00	144.43	46174

Check Report					te kange: 08/01/201	
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
HERFIRE	HERITAGE FIRE EQUIPMENT	08/03/2017	Regular	0.00	847.43	
KANVAL		08/03/2017	Regular	0.00	6,562.95	
REGINT	REGIONAL INTERGOVERNMENTAL COUNCIL	08/03/2017	Regular	0.00	2,029.30	
RESAIII	RESAIII	08/03/2017	Regular	0.00	120.00	
RETHEA	RETIREE HEALTH BENEFIT TRUST FUND	08/03/2017	Regular	0.00	15,811.60	
STASER	STATEWIDE SERVICE	08/03/2017	Regular	0.00	144.50	
TYLTEC	TYLER TECHNOLOGIES INC	08/03/2017	Regular	0.00	619.00	
VALCAS	VALLEY CASH FEED	08/03/2017	Regular	0.00	68.93	
REGJAI	WV REGIONAL JAIL AUTHORITY	08/03/2017	Regular	0.00	868.50	
ALAPRO	ALARM PRO SEURITY	08/03/2017	Regular	0.00		46184
AMEGEN-CH	AMERICAN GENERAL LIFFE	08/03/2017	Regular	0.00	385.54	
BCMELE	B.C.M. ELECTRONIC SERVICE INC.	08/03/2017	Regular	0.00		46186 46187
BOBSOM	BOB SUMEREL TIRE INC	08/03/2017	Regular	0.00	304.00 257.55	
CAPCIT	CAPITOL CITY LODGE #74	08/03/2017	Regular	0.00	426.34	
CENHAR	CENTER HARDWARE	08/03/2017	Regular	0.00		46190
CHANROB	CHANNING ROBINSON-JONES	08/03/2017	Regular	0.00	139.36	
CHANEW	CHARLESTON NEWSPAPERS	08/03/2017	Regular	0.00		46192
CHAWAL	CHASITY BUCKLAND WALSH	08/03/2017	Regular	0.00	236.03	46193
CINTAS	CINTAS CORPORATION	08/03/2017	Regular	0.00	70.00	46194
COMOFF	COMPTON OFFICE MACHINES	08/03/2017	Regular	0.00	360.00	
DAVTREE	DAVEY TREE EXPERT	08/03/2017	Regular	0.00	155.97	
DELAGE	DE LAGE LANDEN	08/03/2017	Regular	0.00	235.20	
DUTMIL	DUTCH MILLER DODGE OF CHARLESTON	08/03/2017	Regular	0.00 0.00		46198
DYNGRA	DYNAMIC GRAPHICS	08/03/2017	Regular	0.00	172.00	46199
ELECOMPD	ELECTRONIC COMMUNICATIONS	08/03/2017	Regular	0.00	172.00	
ELECOMFD	ELECTRONIC COMMUNICATIONS	08/03/2017	Regular	0.00		46201
GINOS	GINOS PIZZA	08/03/2017	Regular	0.00	53.28	46202
HEDFEN	HEDRICK'S FENCE & CONTRACTING	08/03/2017	Regular	0.00	512.50	46203
HSA	HSA BANK	08/03/2017	Regular	0.00	50.00	46204
JOSCON	JOSH CONRAD	08/03/2017	Regular	0.00	6,391.98	46205
KANVAL	KANAWHA VALLEY REG TRAN	08/03/2017	Regular	0.00	·	46206
KOMAX	KOMAX	08/03/2017	Regular Regular	0.00	365.06	46207
MAIFIN	MAILFINANCE	08/03/2017	Regular	0.00	499.76	46208
MATHENYGAR	MATHENY MOTOR TRUCK CO.	08/03/2017 08/03/2017	Regular	0.00	267.18	
LEXNEX	MATTHEW BENDER & CO., INC.	08/03/2017	Regular	0.00	206.40	46210
METLIF	METLIFE INSURANCE	08/03/2017	Regular	0.00	128.88	46211
MOUGAS	MOUNTAINEER GAS CO	08/03/2017	Regular	0.00	1,707.50	46212
NITBUI	NITRO BUILDING COMMISSION	08/03/2017	Regular	0.00		46213
OREILLY	OREILLY AUTO PARTS	08/03/2017	Regular	0.00	1,200.00	46214
POST	POSTMASTER	08/03/2017	Regular	0.00	969.26	46215
SAMWHO	SAMS WHOLESALE CLUB THOMAS ROBINSON	08/03/2017	Regular	0.00	60.00	46216
THOROB	US BANK EQUIPMENT FINANCE	08/03/2017	Regular	0.00	585.99	46217
USBAN-CH WVAUD	WV STATE AUDITOR'S OFFICE	08/03/2017	Regular	0.00	4,000.00	46218
WVSTAACA	WV STATE ADDITIONS OF THE	08/03/2017	Regular	0.00	78.00	46219
AMEGEN	AMERICAN GENERAL LIFE INSURANCE COMPAI		Regular	0.00	492.51	46220
NITMUS	NITRO MUSEM	08/04/2017	Regular	0.00	40.00	46221
DIAPAI	DIANE PAINTER	08/08/2017	Regular	0.00	250.00	46222
DEPMOT	Department of Motor Vehicles	08/09/2017	Regular	0.00	30.00	46223
AFLAC	AFLAC	08/10/2017	Regular	0.00	715.74	46224
A, D.C	**Void**	08/10/2017	Regular	0.00	0.00	
AMTRUST	AMTRUST NORTH AMERICA	08/10/2017	Regular	0.00	7,522.00	46226
AMTRUST	AMTRUST NORTH AMERICA	08/10/2017	Regular	0.00		
CAPCIT	CAPITOL CITY LODGE #74	08/10/2017	Regular	0.00		46227
COCCOL	COCA-COLA BOTTLING CO. CONSOLIDATED	08/10/2017	Regular	0.00	2,998.10	46228
EJTHOM	E J THOMPSON & SON LLC	08/10/2017	Regular	0.00	79.00	46229
FIRERES	FIRE RESCUE BILLING	08/10/2017	Regular	0.00		46230
FROCOMM	FRONTIER	08/10/2017	Regular	0.00		46231
STEWALINV	HAROLD S. WALKER	08/10/2017	Regular	0.00	1,037.44	
LEONARD	LEONARDS ELECTRICAL SUPPLIES	08/10/2017	Regular	0.00		
MOUGAS	MOUNTAINEER GAS CO	08/10/2017	Regular	0.00	31.75	46234

By Check Number

Date Range: 08/01/2017 - 08/31/2017

NITRO CITY OF NITRO, WV

Ţ

Mandan North						
Vendor Number Bank Code: DISB-DIS	Vendor Name BURSEMENT ACCOUNT	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
ACTLOCK	ACT LOCKSMITH SERVICES	08/03/2017	Regular	2.22		
AIRGAS	AIRGAS USA, LLC	08/03/2017	Regular	0.00		46121
AMEASP	AMERICAN ASPHAULT OF WV, LLC	08/03/2017	Regular	0.00	567.73	
BCMELE	B.C.M. ELECTRONIC SERVICE INC.	08/03/2017	-	0.00		46123
BOBSOM	BOB SUMEREL TIRE INC	08/03/2017	Regular	0.00		46124
BOSLEY	BOSLEY RENTAL	08/03/2017	Regular	0.00	564.00	
CENHAR	CENTER HARDWARE	08/03/2017	Regular	0.00		46126
CHADEP	CHARLESTON DEPARTMENT STORE		Regular	0.00	391.52	
CHANEW	CHARLESTON NEWSPAPERS	08/03/2017	Regular	0.00	199.98	_
CHAPSY	CHARLESTON PSYCHIATRIC GROUP, INC.	08/03/2017	Regular	0.00		4612 9
CITHOR	CI THORNBURG CO., INC	08/03/2017 08/03/2017	Regular	0.00	450.00	46130
CINTAS	CINTAS CORPORATION		Regular	0.00	2,601.53	
COCCOL	COCA-COLA BOTTLING CO. CONSOLIDATED	08/03/2017 08/03/2017	Regular	0.00		46132
CROLAN	CROSS LANES VETRANARY HOSPITAL	08/03/2017	Regular	0.00	868.50	
DELAGE	DE LAGE LANDEN	08/03/2017	Regular	0.00	251.43	
DUNPRI	DUNBAR PRINTING	08/03/2017	Regular	0.00	159.14	
DUTMIL	DUTCH MILLER DODGE OF CHARLESTON	•	Regular	0.00	924.50	
ELECOMPD	ELECTRONIC COMMUNICATIONS	08/03/2017	Regular	0.00	1,487.06	
FINLEY	FINLEY FIRE EQUIPMENT	08/03/2017	Regular	0.00	3,541.90	
FRAORD	FRATERNAL ORDER OF POLICE	08/03/2017	Regular	0.00	1,336.00	
GINOS	GINOS PIZZA	08/03/2017	Regular	0.00	500.00	
GODWIN	GODWIN PUMPS	08/03/2017	Regular	0.00	139.80	
HERFIRE	HERITAGE FIRE EQUIPMENT	08/03/2017	Regular	0.00		46142
JOHGAR	JOHN'S GARAGE	08/03/2017	Regular	0.00		46143
KANSHE	KANAWHA COUNTY SHERIFFS DEPT	08/03/2017	Regular	0.00	14.00	
KOMAX	KOMAX	08/03/2017 08/03/2017	Regular	0.00	4,356.08	
LEONARD	LEONARDS ELECTRICAL SUPPLIES		Regular	0.00	324.88	
MATHENYGAR	MATHENY MOTOR TRUCK CO.	08/03/2017 08/03/2017	Regular	0.00		46147
MIRACLE	MIRACLE RECREATION EQUIPMENT CO.		Regular	0.00	285.04	
MONPLU	MONOGRAMS PLUS	08/03/2017	Regular	0.00		46149
MOUWES	MOUNTWEST COMMUNITY & TECHNICAL COLI	08/03/2017	Regular	0.00	591.00	
NATPOO	NATIONAL POOL		Regular	0.00	60.00	
OMNI	OMNI	08/03/2017	Regular	0.00	55.00	
ONEBEA	ONE BEACON INSURANCE GROUP	08/03/2017	Regular	0.00	187.50	
PHYEXA	PHYSICAL EXAM COMPANY	08/03/2017	Regular	0.00	5,000.00	
PILE	PILE HARDWARE	08/03/2017	Regular	0.00	395.00	
PROBUS	PROGRESSIVE BUSINESS PUBLICATIONS	08/03/2017	Regular	0.00	205.36	
PULFOW	PULLIN, FOWLER, BROWN & POE PLLC	08/03/2017	Regular	0.00	159.00	
SAFKLE	SAFETY-KLEEN SYSTEMS, INC.	08/03/2017	Regular	0.00	7,000.00	
SAFCAU	SAFTEY CAUTION	08/03/2017	Regular	0.00	384.99	
CLAXSMI	SMITH CONCRETE	08/03/2017	Regular	0.00	271.24	
THOROB	THOMAS ROBINSON	08/03/2017	Regular	0.00	110.00	
TSGCON	TSG CONSULTING	08/03/2017	Regular	0.00	560.00	
UNIFIRST	UNIFIRST CORPORATION	08/03/2017	Regular	0.00	1,250.00	
VITSIG	VITAL SIGNS PLUS	08/03/2017	Regular	0.00	561.99	
WVSPR	WEST VIRGINIA SPRING & RADIATOR CO	08/03/2017	Regular	0.00	263.00	
WITMER	WITMER PUBLIC SAFETY GROUP	08/03/2017	Regular	0.00	982.17	
AMEGEN-CH		08/03/2017	Regular	0.00	387.95	
CITHOR	AMERICAN GENERAL LIFFE	08/03/2017	Regular	0.00	385.55	
CINTAS	CI THORNBURG CO., INC	08/03/2017	Regular	0.00	1,088.20	
CITNAT	CITY NATIONAL BANK	08/03/2017	Regular	0.00	123.64	
DAVTREE	CITY NATIONAL BANK	08/03/2017	Regular	0.00	1,896.25	
FINLEY	DAVEY TREE EXPERT	08/03/2017	Regular	0.00	270.00	
FIRERES	FINLEY FIRE EQUIPMENT	08/03/2017	Regular	0.00	461.78	
····cites	FIRE RESCUE BILLING	08/03/2017	Regular	0.00	144.43	46174

Date Range: 08/01/2017 - 08/31/2017

Check Report				Da	te Range: 08/01/20	17 - 08/31/2
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
FIDEL-FIRE	NITRO FIREMEN'S PENSION FUND	08/10/2017	Regular	0.00	2,214.80	46235
NORTOO	NORTHERN TOOL	08/10/2017	Regular	0.00	65.06	46236
PEOFED	PEOPLES FEDERAL CREDIT UNION	08/10/2017	Regular	0.00	770.00	46237
FIDEL-POLICE	POLICEMEN'S PENSION FUND	08/10/2017	Regular	0.00	3,104.51	46238
UNIFIRST	UNIFIRST CORPORATION	08/10/2017	Regular	0.00	664.54	46239
WAGEWORKS	WAGEWORKS	08/10/2017	Regular	0.00	244.92	46240
WILCO	WILCO LIFE INSURANCE CO	08/10/2017	Regular	0.00	32.52	46241
WV ASSOC	WV ASSOCIATION OF COUNTIES	08/10/2017	Regular	0.00	4,764.50	46242
WVPEIA	WV PEIA	08/10/2017	Regular	0.00	39,203.24	46243
XYLEM	XYLEM DEWATERING SOLUTIONS, INC.	08/10/2017	Regular	0.00	630.00	46244
AMTRUST	AMTRUST NORTH AMERICA	08/15/2017	Regular	0.00	6,760.00	46245
JUSWAY	JUSTIN WAYBRIGHT	08/18/2017	Regular	0.00	300.00	46246
APPPOW	APPALACHIAN POWER	08/18/2017	Regular	0.00	17,759.15	46247
ATTMOB HSA	AT&T MOBILITY	08/18/2017	Regular	0.00	225.00	46248
HUNBAN	HSA BANK	08/18/2017	Regular	0.00	512.50	46249
JEFDOR	HUNTINGTON BANKS	08/18/2017	Regular	0.00	40.00	46250
MOUGAS	JEFF DORSEY	08/18/2017	Regular	0.00	240.00	46251
RITCOX	MOUNTAINEER GAS CO	08/18/2017	Regular	0.00	47.66	46252
SHINOPOLY	RITA COX	08/18/2017	Regular	0.00	167.25	46253
UNITEDBAN	SHINOPOLY	08/18/2017	Regular	0.00	600.00	46254
ONTILDBAN	UNITED BANKCARD CENTER	08/18/2017	Regular	0.00	25,265.64	46255
	Void **Void**	08/18/2017	Regular	0.00	0.00	46256
USBAN		08/18/2017	Regular	0.00	0.00	46257
USBAN-CH	US BANK EQUIPMENT FINANCE	08/18/2017	Regular	0.00	210.54	
VERIZONED	US BANK EQUIPMENT FINANCE VERIZON WIRELESS	08/18/2017	Regular	0.00	393.97	
COLLIF	COLONIAL LIFE INSURANCE	08/18/2017	Regular	0.00	691.52	
CAPCIT	CAPITOL CITY LODGE #74	08/22/2017	Regular	0.00	439.95	
HUNBAN	HUNTINGTON BANKS	08/24/2017 08/24/2017	Regular	0.00	247.40	
FIDEL-FIRE	NITRO FIREMEN'S PENSION FUND	08/24/2017	Regular	0.00		46263
PEOFED	PEOPLES FEDERAL CREDIT UNION	08/24/2017	Regular Regular	0.00	2,208.19	
FIDEL-POLICE	POLICEMEN'S PENSION FUND	08/24/2017	Regular	0.00	770.00	
ZEP	ACUITY SPECIALTY PRODUCTS, INC.	08/25/2017	Regular	0.00	2,908.58	
AIRGAS	AIRGAS USA, LLC	08/25/2017	Regular	0.00	110.99	
AMEASP	AMERICAN ASPHAULT OF WV, LLC	08/25/2017	Regular	0.00 0.00	437.42	
AMYFOL	AMY FULKS	08/25/2017	Regular	0.00	131.95 172.66	
ANCSUP	ANCHOR SUPPLY CO., INC	08/25/2017	Regular	0.00	476.42	
ANDBOO	ANDREWS BOOTS AND WORKWEAR	08/25/2017	Regular	0.00	3,798.29	
	Void	08/25/2017	Regular	0.00	•	46273
BOBSOM	BOB SUMEREL TIRE INC	08/25/2017	Regular	0.00	24.50	
CENHAR	CENTER HARDWARE	08/25/2017	Regular	0.00	458.00	
CHANROB	CHANNING ROBINSON-JONES	08/25/2017	Regular	0.00	90.00	
CHANEW	CHARLESTON NEWSPAPERS	08/25/2017	Regular	0.00	342.39	
CHAWAL	CHASITY BUCKLAND WALSH	08/25/2017	Regular	0.00	24.72	
CITHOR	CITHORNBURG CO., INC	08/25/2017	Regular	0.00	3,736.47	
CINTAS	CINTAS CORPORATION	08/25/2017	Regular	0.00	175.64	
COCCOL	COCA-COLA BOTTLING CO. CONSOLIDATED	08/25/2017	Regular	0.00	567.00	
CPI	COMPUTER PROJECTS OF 11., INC.	08/25/2017	Regular	0.00	171.60	
CREDE	CREDE POWER EQUPMENT	08/25/2017	Regular	0.00	188.30	
CREDETRAC	CREDE TRACTOR	08/25/2017	Regular	0.00	392.85	
CUMCRO	CUMMINGS CROSS POINT	08/25/2017	Regular	0.00	455.50	
DUNPRI	DUNBAR PRINTING	08/25/2017	Regular	0.00	1,849.00	
DUTMIL	DUTCH MILLER DODGE OF CHARLESTON	08/25/2017	Regular	0.00	576.80	
ELECOM	ELECTRONIC COMMUNICATIONS	08/25/2017	Regular	0.00	893.35	
ELECOMFD	ELECTRONIC COMMUNICATIONS	08/25/2017	Regular	0.00	140.00	
ERIFAM	ERIE FAMILY LIFE INS	08/25/2017	Regular	0.00	12.00	
FASTNEL	FASTENEL COMPANY	08/25/2017	Regular	0.00	61.59	
GALLS	GALLS, LLC	08/25/2017	Regular	0.00	1,298.94	
HAN14	HANGAR 14 SOLUTIONS LLC	08/25/2017	Regular	0.00	135.00	
HASLER	HASLER	08/25/2017	Regular	0.00	500.00	
HERFIRE	HERITAGE FIRE EQUIPMENT	08/25/2017	Regular	0.00	530.00	

Date Range: 08/01/2017 - 08/31/2017

Check Report

Vander Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Vendor Number IPMAHR	IPMA-HR	08/25/2017	Regular	0.00	386.00	46296
JMD	JMD MINE AND CONSTRUCTION	08/25/2017	Regular	0.00	1,410.00	46297
KANCOUPARK	KANAWHA COUNTY PARKING FACILITY	08/25/2017	Regular	0.00		46298
KINWAYREN	KINGS WAY CHRISTIAN CHURCH	08/25/2017	Regular	0.00	2,650.00	46299
KINWAYSEN	KINGS WAY CHRISTIAN CHURCH	08/25/2017	Regular	0.00	3,555.00	46300
KOMAX	KOMAX	08/25/2017	Regular	0.00	255.79	46301
LEOÑARD	LEONARDS ELECTRICAL SUPPLIES	08/25/2017	Regular	0.00	116.79	46302
LOUROB	LOUIS E. ROBINSON	08/25/2017	Regular	0.00	600.00	46303
MARMAR	MARTIN MARRIETA	08/25/2017	Regular	0.00	2,653.27	46304
MATHENYGAR	MATHENY MOTOR TRUCK CO.	08/25/2017	Regular	0.00	302.10	46305
BAKER	MICHAEL BAKER CORPORATION	08/25/2017	Regular	0.00	1,000.00	46306
MICHOFF	MICHAEL E. HOFFMAN	08/25/2017	Regular	0.00	20.00	46307
MOUFAB	MOUNTAINEER FABRICATORS, INC.	08/25/2017	Regular	0.00	27.35	46308
VERIZONPD	NETWORKFLEET, INC.	08/25/2017	Regular	0.00	379.00	46309
NITREG	NITRO REGIONAL WASTE	08/25/2017	Regular	0.00	785.01	46310
OMNI	OMNI	08/25/2017	Regular	0.00	720.00	46311
OREILLY	OREILLY AUTO PARTS	08/25/2017	Regular	0.00	268.89	46312
KANBRI	PEERLESS BRICK & BLOCK CO.	08/25/2017	Regular	0.00	2,879.47	
PERLAW	PERFECT LAWN CARE AND LANDSCAPING	08/25/2017	Regular	0.00	507.58	
PILE	PILE HARDWARE	08/25/2017	Regular	0.00		46315
POST	POSTMASTER	08/25/2017	Regular	0.00	1,000.00	
PUBSAF	PUBLIC SAFETY CENTER	08/25/2017	Regular	0.00	1,278.92	
PULFOW	PULLIN, FOWLER, BROWN & POE PLLC	08/25/2017	Regular	0.00	3,508.60	
ROCIC	ROCIC	08/25/2017	Regular	0.00	300.00	
CLAXSMI	SMITH CONCRETE	08/25/2017	Regular	0.00	840.43	
SPILTHO	SPILLMAN THOMAS & BATTLE	08/25/2017	Regular	0.00	9,714.00	
STAEQU	STATE EQUIPMENT	08/25/2017	Regular	0.00		46322
STEPSON	STEPP & SON	08/25/2017	Regular	0.00	140.00	
THOROB	THOMAS ROBINSON	08/25/2017	Regular	0.00		46324
UNIFIRST	UNIFIRST CORPORATION	08/25/2017	Regular	0.00	338.77	
WAGSYS	WAGSYS LLC	08/25/2017	Regular	0.00	850.00	46326
WASNAT	WASHINGTON NATIONAL INS CO.	08/25/2017	Regular	0.00	501.84	
WVSPR	WEST VIRGINIA SPRING & RADIATOR CO	08/25/2017	Regular	0.00		46328
WESBRA	WESTERN BRANCH DIESEL, INC	08/25/2017	Regular	0.00	1,334.19	
WVSTAACA	WV STATE POLICE ACADEMY	08/25/2017	Regular	0.00		46330
WVTIRE	WV TIRE DISPOSAL, INC.	08/25/2017	Regular	0.00	1,234.00	46332
WVTRAC	WV TRACTOR CO	08/25/2017	Regular	0.00		46333
WVSTEEL	WVSTEEL	08/25/2017	Regular	0.00		46334
KOMAX	KOMAX	08/30/2017	Regular	0.00		DFT0000399
WESVIRRET	WV PUBLIC EMPLOYEES RETIREMENT SYSTEM	08/14/2017	Bank Draft	0.00	•	DFT0000400
WESVIRRET	WV PUBLIC EMPLOYEES RETIREMENT SYSTEM		Bank Draft	0.00		DFT0000405
WESVIRTAX	WEST VIRGINIA STATE TAX DEPT.	08/15/2017	Bank Draft	0.00	•	DFT0000424
WESVIRTAX	WEST VIRGINIA STATE TAX DEPT.	08/15/2017	Bank Draft Bank Draft	0.00	•	DFT0000429
WESVIRTAX	WEST VIRGINIA STATE TAX DEPT.	08/15/2017	Bank Draft	0.00	-6,472.00	
WESVIRTAX	WEST VIRGINIA STATE TAX DEPT.	08/15/2017 08/14/2017	Bank Draft	0.00	*	DFT0000438
WESVIRRET	WV PUBLIC EMPLOYEES RETIREMENT SYSTEM	- + •	Bank Draft	0.00	•	DFT0000439
WESVIRRET	WV PUBLIC EMPLOYEES RETIREMENT SYSTEM	08/15/2017	Bank Draft	0.00	•	DFT0000444
WESVIRTAX	WEST VIRGINIA STATE TAX DEPT.	08/15/2017	Bank Draft	0.00	•	DFT0000448
WESVIRTAX	WEST VIRGINIA STATE TAX DEPT.	08/15/2017	Bank Draft	0.00		DFT0000456
WESVIRTAX DEPHEA	WEST VIRGINIA STATE TAX DEPT. DEPT OF HEALTH & HUMAN RESOURCES	08/10/2017	Bank Draft	0.00	630.07	
ING	EMPOWER RETIREMENT	08/10/2017	Bank Draft	0.00	1,075.00	
HUNBAN		08/13/2017	Bank Draft	0.00	10,124.56	
HUNBAN	HUNTINGTON BANKS HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00	•	DFT0000468
HUNBAN	HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00		DFT0000469
HUNBAN	HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00	-223.55	
HUNBAN	HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00		DFT0000497
HUNBAN	HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00		DFT0000498
HUNBAN	HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00		DFT0000501
HUNBAN	HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00		DFT0000502
HUNBAN	HUNTINGTON BANKS	08/13/2017	Bank Draft	0.00		DFT0000503
HOHEAIT	HOMINGTON DAMA	JU, JU, ZUZ,		2,00		

Date Range: 08/01/2017 - 08/31/2017

check report				Da	te Range: 08/01/20	17 - 08/31/2
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
FIDEL-FIRE	NITRO FIREMEN'S PENSION FUND	08/10/2017	Regular	0.00	2,214.80	
NORTOO	NORTHERN TOOL	08/10/2017	Regular	0.00	65.06	46236
PEOFED	PEOPLES FEDERAL CREDIT UNION	08/10/2017	Regular	0.00	770.00	46237
FIDEL-POLICE	POLICEMEN'S PENSION FUND	08/10/2017	Regular	0.00	3,104.51	46238
UNIFIRST	UNIFIRST CORPORATION	08/10/2017	Regular	0.00	664.54	46239
WAGEWORKS	WAGEWORKS	08/10/2017	Regular	0.00	244.92	46240
WILCO	WILCO LIFE INSURANCE CO	08/10/2017	Regular	0.00	32.52	46241
WV ASSOC	WV ASSOCIATION OF COUNTIES	08/10/2017	Regular	0.00	4,764.50	46242
WVPEIA	WV PEIA	08/10/2017	Regular	0.00	39,203.24	46243
XYLEM	XYLEM DEWATERING SOLUTIONS, INC.	08/10/2017	Regular	0.00	630.00	46244
AMTRUST	AMTRUST NORTH AMERICA	08/15/2017	Regular	0.00	6,760.00	46245
JUSWAY APPPOW	JUSTIN WAYBRIGHT	08/18/2017	Regular	0.00		46246
ATTMOB	APPALACHIAN POWER	08/18/2017	Regular	0.00	17,759.15	
HSA	AT&T MOBILITY	08/18/2017	Regular	0.00		46248
HUNBAN	HSA BANK	08/18/2017	Regular	0.00	512.50	
JEFDOR	HUNTINGTON BANKS	08/18/2017	Regular	0.00		46250
MOUGAS	JEFF DORSEY	08/18/2017	Regular	0.00		46251
RITCOX	MOUNTAINEER GAS CO	08/18/2017	Regular	0.00		46252
SHINOPOLY	RITA COX	08/18/2017	Regular	0.00	167.25	
UNITEDBAN	SHINOPOLY	08/18/2017	Regular	0.00	600.00	
ONTEDBAN	UNITED BANKCARD CENTER **Void**	08/18/2017	Regular	0.00	25,265.64	
	Void	08/18/2017	Regular	0.00		46256
USBAN	US BANK EQUIPMENT FINANCE	08/18/2017	Regular	0.00		46257
USBAN-CH	US BANK EQUIPMENT FINANCE	08/18/2017 08/18/2017	Regular	0.00	210.54	
VERIZONED	VERIZON WIRELESS	08/18/2017	Regular	0.00	393.97	
COLLIF	COLONIAL LIFE INSURANCE	08/22/2017	Regular Regular	0.00	691.52	
CAPCIT	CAPITOL CITY LODGE #74	08/24/2017	Regular	0.00	439.95	
HUNBAN	HUNTINGTON BANKS	08/24/2017	Regular	0.00 0.00	247.40	
FIDEL-FIRE	NITRO FIREMEN'S PENSION FUND	08/24/2017	Regular	0.00	10.00 2,208.19	46263
PEOFED	PEOPLES FEDERAL CREDIT UNION	08/24/2017	Regular	0.00	770.00	
FIDEL-POLICE	POLICEMEN'S PENSION FUND	08/24/2017	Regular	0.00	2,908.58	
ZEP	ACUITY SPECIALTY PRODUCTS, INC.	08/25/2017	Regular	0.00	110.99	
AIRGAS	AIRGAS USA, LLC	08/25/2017	Regular	0.00	437.42	
AMEASP	AMERICAN ASPHAULT OF WV, LLC	08/25/2017	Regular	0.00	131.95	
AMYFOL	AMY FULKS	08/25/2017	Regular	0.00	172.66	
ANCSUP	ANCHOR SUPPLY CO., INC	08/25/2017	Regular	0.00	476.42	
ANDBOO	ANDREWS BOOTS AND WORKWEAR	08/25/2017	Regular	0.00	3,798.29	
	Void	08/25/2017	Regular	0.00	•	46273
BOBSOM	BOB SUMEREL TIRE INC	08/25/2017	Regular	0.00	24.50	46274
CENHAR	CENTER HARDWARE	08/25/2017	Regular	0.00	458.00	46275
CHANROB	CHANNING ROBINSON-JONES	08/25/2017	Regular	0.00	90.00	46276
CHANEW	CHARLESTON NEWSPAPERS	08/25/2017	Regular	0.00	342.39	46277
CHAWAL	CHASITY BUCKLAND WALSH	08/25/2017	Regular	0.00	24.72	46278
CITHOR	CI THORNBURG CO., INC	08/25/2017	Regular	0.00	3,736.47	46279
CINTAS	CINTAS CORPORATION	08/25/2017	Regular	0.00	175.64	46280
COCCOL	COCA-COLA BOTTLING CO. CONSOLIDATED	08/25/2017	Regular	0.00	567.00	46281
CPI	COMPUTER PROJECTS OF 11., INC.	08/25/2017	Regular	0.00	171.60	46282
CREDE	CREDE POWER EQUPMENT	08/25/2017	Regular	0.00	188.30	46283
CREDETRAC	CREDE TRACTOR	08/25/2017	Regular	0.00	392 <i>.</i> 85	
CUMCRO	CUMMINGS CROSS POINT	08/25/2017	Regular	0.00	455.50	
DUNPRI	DUNBAR PRINTING	08/25/2017	Regular	0.00	1,849.00	
DUTMIL	DUTCH MILLER DODGE OF CHARLESTON	08/25/2017	Regular	0.00	576.80	
ELECOMED	ELECTRONIC COMMUNICATIONS	08/25/2017	Regular	0.00	893.35	
ELECOMFD	ELECTRONIC COMMUNICATIONS	08/25/2017	Regular	0.00	140.00	
ERIFAM	ERIE FAMILY LIFE INS	08/25/2017	Regular	0.00	12.00	
FASTNEL	FASTENEL COMPANY	08/25/2017	Regular	0.00	61.59	
GALLS HAM14	GALLS, LLC	08/25/2017	Regular	0.00	1,298.94	
HAN14	HANGAR 14 SOLUTIONS LLC	08/25/2017	Regular	0.00	135.00	
HASLER	HASLER	08/25/2017	Regular	0.00	500.00	
HERFIRE	HERITAGE FIRE EQUIPMENT	08/25/2017	Regular	0.00	530.00	46295

Date Range: 08/01/2017 - 08/31/2017

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
DEPHEA	DEPT OF HEALTH & HUMAN RESOURCES	08/24/2017	Bank Draft	0.00	462.03	DFT0000510
ING	EMPOWER RETIREMENT	08/24/2017	Bank Draft	0.00	1,025.00	DFT0000513
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	9,870.50	DFT0000514
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	2,966.12	DFT0000515
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	12,682.86	DFT0000516
ING	EMPOWER RETIREMENT	08/24/2017	Bank Draft	0.00	50.00	DFT0000521
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	77.44	DFT0000522
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	331.14	DFT0000523
DEPHEA	DEPT OF HEALTH & HUMAN RESOURCES	08/24/2017	Bank Draft	0.00	1.00	DFT0000525
WVAMER	WV AMERICAN WATER	08/15/2017	Bank Draft	0.00	45.72	DFT0000526
WVAMER	WV AMERICAN WATER	08/15/2017	Bank Draft	0.00	28.75	DFT0000527
WVAMER	WV AMERICAN WATER	08/21/2017	Bank Draft	0.00	28.75	DFT0000528
WVAMER	WV AMERICAN WATER	08/14/2017	Bank Draft	0.00	651.53	DFT0000529
WVAMER	WV AMERICAN WATER	08/14/2017	Bank Draft	0.00	28.75	DFT0000530
WVAMER	WV AMERICAN WATER	08/14/2017	Bank Draft	0.00	130.73	DFT0000531
WVAMER	WV AMERICAN WATER	08/14/2017	Bank Draft	0.00	335.23	DFT0000532
WVAMER	WV AMERICAN WATER	08/15/2017	Bank Draft	0.00	31.80	DFT0000533

Bank Code DISB Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	467	210	0.00	277,492.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-7,522.00
Bank Drafts	39	39	0.00	82,988.90
EFT's	0	0	0.00	0.00
	506	254	0.00	352 959 07

Fund Summary

 Fund
 Name
 Period
 Amount

 001
 GENERAL FUND
 8/2017
 352,959.07

 352,959.07
 352,959.07

Date Range: 08/01/2017 - 08/31/2017

				50	te italige. 00/01/201	17 - 00/31/2017
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
DEPHEA	DEPT OF HEALTH & HUMAN RESOURCES	08/24/2017	Bank Draft	0.00	462.03	DFT0000510
ING	EMPOWER RETIREMENT	08/24/2017	Bank Draft	0.00	1,025.00	DFT0000513
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	9,870.50	DFT0000514
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	2,966.12	DFT0000515
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	12,682.86	DFT0000516
ING	EMPOWER RETIREMENT	08/24/2017	Bank Draft	0.00	50.00	DFT0000521
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	77.44	DFT0000522
HUNBAN	HUNTINGTON BANKS	08/27/2017	Bank Draft	0.00	331.14	DFT0000322
DEPHEA	DEPT OF HEALTH & HUMAN RESOURCES	08/24/2017	Bank Draft	0.00	1.00	DFT0000525
WVAMER	WV AMERICAN WATER	08/15/2017	Bank Draft	0.00	45.72	DFT0000525
WVAMER	WV AMERICAN WATER	08/15/2017	Bank Draft	0.00	28.75	DFT0000526
WVAMER	WV AMERICAN WATER	08/21/2017	Bank Draft	0.00	28.75	
WVAMER	WV AMERICAN WATER	08/14/2017	Bank Draft	0.00		DFT0000528
WVAMER	WV AMERICAN WATER	08/14/2017	Bank Draft		651.53	DFT0000529
WVAMER	WV AMERICAN WATER	08/14/2017		0.00	28.75	DFT0000530
WVAMER	· - · ·	, ,	Bank Draft	0.00	130.73	DFT0000531
	WV AMERICAN WATER	08/14/2017	Bank Oraft	0.00	335.23	DFT0000532
WVAMER	WV AMERICAN WATER	08/15/2017	Bank Draft	0.00	31.80	DFT0000533

Bank Code DISB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	467	210	0.00	277,492.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-7,522.00
Bank Drafts	39	39	0.00	82,988.90
EFT's	0	0	0.00	0.00
	506	254	0.00	352,959.07

Expense Approval Report By Fund Payable Dates 08/01/2017 - 08/31/2017

CITY OF NITRO, WV

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
BOB SUMEREL TIRE INC	2370002494	09/01/2017	rear tires gmc garbage truck	001-566-217-106	477.00
TOWN AND COUNTRY	43778	09/01/2017	STRAW	001-566-341-160	63.92
WV TRACTOR CO	60476	09/01/2017	sweeper pins for 2014 garbag	001-566-217-106	59.20
AFLAC	INV0000486	08/10/2017	AFLAC	001-225-213	87.60
AFLAC:	INV0000487	08/10/2017	AFLAC	001-225-213	31.65
AFLAC	INV0000488	08/10/2017	AFLAC	001-225-213	7.65
AFLAC	INV0000489	08/10/2017	AFLAC	001-225-213	41.80
AFLAC	INV0000490	08/10/2017	AFLAC	001-225-213	15.15
AFLAC	INV0000491	08/10/2017	AFLAC	001-225-213	54.73
AMERICAN GENERAL LIFE INS	INV0000492	08/10/2017	AIG	001-225-213	164.17
WV ASSOCIATION OF COUNTI	INV0000496	08/10/2017	Dental and Vision	001-225-213	1,080.00
ERIE FAMILY LIFE INS	INV0000497	08/10/2017	Erie Insurance	001-225-213	6.00
WASHINGTON NATIONAL INS	INV0000509	08/10/2017	Washington National Insuran	001-225-213	167.28
WILCO LIFE INSURANCE CO	INV0000510	08/10/2017	Conseco Life Insurance	001-225-213	10.84
RETIREE HEALTH BENEFIT TRU		08/15/2017	RHBT	001-225-213	9,735. 0 0
WV PEIA	170815	08/15/2017	HEALTH INSURANCE	001-225-213	28,487.84
RETIREE HEALTH BENEFIT TRU	170815	08/15/2017	BUILDING DEPT RETIREE	001-436-105-062	295.00
RETIREE HEALTH BENEFIT TRU	170815	08/15/2017	NRWWA	001-440-105-061	2,065.00
WV PEIA	170815	08/15/2017	NRWWA	001-440-105-061	6,003.20
RETIREE HEALTH BENEFIT TRU	170815	08/15/2017	HEALTH INS RETIREES REIMB	001-440-105-062	3,218.00
RETIREE HEALTH BENEFIT TRU		08/15/2017	PW RETIREE	001-566-105-062	47.50
RETIREE HEALTH BENEFIT TRU	170815	08/15/2017	LIBRARY RETIREES	001-916-105-062	96.50
UNITED BANKCARD CENTER	YOUNG GHOST-SEPT PAY	08/15/2017	WORK ON SENIOR VAN	001-951-217-106	368.06
GRESHAM PLBG &HTG SUPPL		08/17/2017	toilet parts for women's bathr	001-900-216-108	21.60
PILE HARDWARE	105520	08/17/2017	new weed eater and new pull	001-566-216-108	305.74
NORTHERN TOOL	27502	08/17/2017	valley industries aluminum sp	001-566-216-108	35.98
DUTCH MILLER DODGE OF CH	30688	08/17/2017	Fuel pumps car 16	001-700-217-106	375.20
TOWN AND COUNTRY	43778-1	08/17/2017	straw for okey st drain	001-750-215-105	63.92
OREILLY AUTO PARTS	5562-131494	08/17/2017	4 bags of floor dry	001-566-341-160	29.96
OREILLY AUTO PARTS	5562-131609	08/17/2017	lawn mower battery	001-566-216-108	45.35
UNITED BANKCARD CENTER	95153	08/17/2017	NETRANOM	001-440-230-131	89.00
UNITED BANKCARD CENTER	GHOST AUG/17	08/17/2017	NORTHEAST INDUSTRIAL	001-566-341-160	4,687.00
UNITED BANKCARD CENTER	GHOST -SEPT 17	08/17/2017	NITRO SUPERMARKET	001-900-354-163	163.00
WAGEWORKS	INV260739	09/14/2017	SERVICE OF AFLAC CARDS	001-440-105-060	218.25
UNIFIRST CORPORATION	094-435072	08/24/2017	UNIFORMS	001-566-345-164	99.11
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-440-230-131	37.00
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-566-230-131	37.00
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-706-230-131	35.00
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-911-341-160	37.00
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-916-215-105	37.00
UNITED BANKCARD CENTER	GHOST 8-17	08/24/2017	INTERNET	001-440-350-173	136.03
AFLAC	INV0000520	08/24/2017	AFLAC	001-225-213	78.75
AFLAC	INV0000521	08/24/2017	AFLAC	001-225-213	31.65
AFLAC	INV0000522	08/24/2017	AFLAC	001-225-213	7.65
AFLAC	INV0000523	08/24/2017	AFLAC	001-225-213	41.80
AFLAC	INV0000524	08/24/2017	AFLAC	001-225-213	1 5.15
AFLAC	INV0000525	08/24/2017	AFLAC	001-225-213	45.25
AMERICAN GENERAL LIFE INS	INV0000526	08/24/2017	AIG	001-225-213	164.17
COLONIAL LIFE INSURANCE	INV0000527	08/24/2017	Colonial Life Insurance	001-225-213	23.84
COLONIAL LIFE INSURANCE	INV0000528	08/24/2017	Colonial Life Insurance	001-225-213	90.22
WV ASSOCIATION OF COUNTI	INV0000530	08/24/2017	Dental and Vision	001-225-213	1,004.00
ERIE FAMILY LIFE INS	INV0000531	08/24/2017	Erie Insurance	001-225-213	6.00
WASHINGTON NATIONAL INS	INV0000543	08/24/2017	Washington National Insuran	001-225-213	167.28
- · · - · · · ·		, - ,	Q++ /TANONAI INSAI GII		207.20

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
	INV0000544	08/24/2017	Conseco Life Insurance	001-225-213	10.84
WILCO LIFE INSURANCE CO	INV0000544	08/24/2017	AFLAC	001-225-213	8.85
AFLAC	INV0000550	08/24/2017	AFLAC	001-225-213	9.48
AFLAC	INV0000552	08/24/2017	Dental and Vision	001-225-213	38.00
WV ASSOCIATION OF COUNTI	170829	08/29/2017	CITY HALL	001-440-213-094	140.87
NITRO REGIONAL WASTE	170829	08/29/2017	AMBULANCE	001-566-213-094	79.72
NITRO REGIONAL WASTE	170829	08/29/2017	PW GARAGE	001-566-213-094	92.20
NITRO REGIONAL WASTE SAFELITE AUTO GLASS	170829	08/29/2017	FIX WINSHIELD	001-566-217-106	295.00
****	170829	08/29/2017	NEW PD BUILDING	001-700-213-094	143.56
NITRO REGIONAL WASTE NITRO REGIONAL WASTE	170829	08/29/2017	FIRE DEPT	001-706-213-094	199.39
	170829	08/29/2017	3 RIDENOUR LAKE	001-900-213-094	28.77
NITRO REGIONAL WASTE	170829	08/29/2017	RIDENOUR LAKE # 4	001-900-213-094	431.82
NITRO REGIONAL WASTE	170829	08/29/2017	CITY PAVILLION	001-900-213-094	668.32
NITRO REGIONAL WASTE	170829	08/29/2017	POOL PUMPHOUSE	001-904-213-094	1,321.10
NITRO REGIONAL WASTE	170829	08/29/2017	POOL BATH HOUSE	001-904-213-094	651.57
NITRO REGIONAL WASTE NITRO REGIONAL WASTE	170829	08/29/2017	MUSEM	001-911-341-160	46.53
	170829	08/29/2017	LIBRARY	001-916-213-094	48.21
NITRO REGIONAL WASTE	SUDDENLINK	08/29/2017	INTERNET	001-440-350-173	131.34
UNITED BANKCARD CENTER PULLIN, FOWLER, BROWN & P		08/30/2017	LEGAL FEES	001-440-223-134	3,500.00
	13176	08/30/2017	do not block drive way sign a	001-750-215-108	102.42
SAFTEY CAUTION FRONTIER	170830	08/30/2017	CITY WIFI	001-440-350-173	304.64
MCNIEL FENCE COMPANY	2017-570	08/30/2017	fence & fecncing supplies for	001-900-215-105	431.00
	2370002495	08/30/2017	Dodge police Car, 4 on 16, 2 c	001-700-217-106	817.62
BOB SUMEREL TIRE INC	2370002493	08/30/2017	st225/75r15 tire	001-566-216-108	106.00
BOB SUMEREL TIRE INC	2370002600	08/30/2017	4 tires, 2 car 11, 2 car 16	001-700-217-106	525.08
BOB SUMEREL TIRE INC	2391858	08/30/2017	vehicle inspection	001-700-217-106	14.00
WEST VIRGINIA SPRING & RA	2391911	08/30/2017	WV SPRING/VEHICLE ISPECTI	001-706-217-106	14.00
WEST VIRGINIA SPRING & RA WEST VIRGINIA SPRING & RA	2392064	08/30/2017	VEHICLE INSPECTION CAR # 1	001-700-217-106	14.00
WEST VIRGINIA SPRING & RA	2392510	08/30/2017	Woodruff keeper pins	001-566-217-106	3.20
WEST VIRGINIA SPRING & RA	2392519	08/30/2017	marker lights for #24 garbage	001-566-217-106	42.1 6
CINTAS CORPORATION	5008506110	08/30/2017	REFILL MED CABINET POOL	001-904-341-160	146.44
CINTAS CORPORATION	5008603078	08/30/2017	REFILL MED CABINET	001-440-341-160	73.44
CENTER HARDWARE	502028	08/30/2017	plumbing supplies for 2nd ave		17.25
CENTER HARDWARE	502044	08/30/2017	2 cycle oil	001-566-341-160	5.97
OREILLY AUTO PARTS	5562-131923	08/30/2017	red shop rags	001-566-341-160	35.96
OREILLY AUTO PARTS	5562-132370	08/30/2017	Rotors, pads, calipers, brackets,	001-700-217-106	371.11
DE LAGE LANDEN	55633099	08/30/2017	COPIER	001-440-341-160	156.10
CUSTOM WELDING	5603	08/30/2017	kubota thumb cylinder repair	001-566-216-108	70.00
DAVEY TREE EXPERT	911610962	08/30/2017	SOCCER FIELD	001-900-215-105	360.00
KOMAX	AR15055	08/30/2017	COPIER	001-416-341-160	3.35
BOSLEY RENTAL	C279055-01	08/30/2017	electric jackhammer	001-566-215-105	41.80
STATE EQUIPMENT	C-68216	08/30/2017	cutter blade for skid steer	001-566-216-108	86.42
	IN60477	08/30/2017	3 section cobra valve for 2009	001-566-217-106	2,384.77
WV TRACTOR CO PEERLESS BRICK & BLOCK CO.	INV00441318	08/30/2017	SOFFET FOR NEW PD BUILDIN	001-700-215-105	45.04
MODERN MARKETING	MMI123533	08/30/2017	MODERN MARKETING	001-706-223-136	932.37
CI THORNBURG CO., INC	\$100026019.002	08/30/2017	POOL CHEMICALS	001-904-355-170	594.70
CI THORNBURG CO., INC	\$100028019.002	08/30/2017	POOL CHEMICALS	001-904-355-170	636.40
CI MONINDONG CO., INC	J190020J/J.001	00/30/2027		nd 001 - GENERAL FUND Total:	76,892.80
			•		

Grand Total: 76,892.80

Expense Approval Report

CITY OF NITRO, WV

By Fund
Payable Dates 08/01/2017 - 08/31/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
BOB SUMEREL TIRE INC	2370002494	09/01/2017	rear tires gmc garbage truck	001-566-217-106	477.00
TOWN AND COUNTRY	43778	09/01/2017	STRAW	001-566-341-160	63.92
WV TRACTOR CO	60476	0 9 /01/2017	sweeper pins for 2014 garbag	001-566-217-106	59.20
AFLAC	INV0000486	08/10/2017	AFLAC	001-225-213	87.60
AFLAC	INV0000487	08/10/2017	AFLAC	001-225-213	31.65
AFLAC	INV0000488	08/10/2017	AFLAC	001-225-213	7.65
AFLAC	INV0000489	08/10/2017	AFLAC	001-225-213	41.80
AFLAC	INV0000490	08/10/2017	AFLAC	001-225-213	15.15
AFLAC	INV0000491	08/10/2017	AFLAC	001-225-213	54.73
AMERICAN GENERAL LIFE INS	INV0000492	08/10/2017	AIG	001-225-213	164.17
WV ASSOCIATION OF COUNTI	INV0000496	08/10/2017	Dental and Vision	001-225-213	1,080.00
ERIE FAMILY LIFE INS	INV0000497	08/10/2017	Erie Insurance	001-225-213	6.00
WASHINGTON NATIONAL INS	INV0000509	08/10/2017	Washington National Insuran	001-225-213	167.28
WILCO LIFE INSURANCE CO	INV0000510	08/10/2017	Conseco Life Insurance	001-225-213	10.84
RETIREE HEALTH BENEFIT TRU WV PEIA		08/15/2017	RHBT	001-225-213	9,735.00
	170815	08/15/2017	HEALTH INSURANCE	001-225-213	28,487.84
RETIREE HEALTH BENEFIT TRU		08/15/2017	BUILDING DEPT RETIREE	001-436-105-062	295.00
RETIREE HEALTH BENEFIT TRU		08/15/2017	NRWWA	001-440-105-061	2,065.00
WV PEIA	170815	08/15/2017	NRWWA	001-440-105-061	6,003.20
RETIREE HEALTH BENEFIT TRU		08/15/2017	HEALTH INS RETIREES REIMB	001-440-105-062	3,218.00
RETIREE HEALTH BENEFIT TRU		08/15/2017	PW RETIREE	001-566-105-062	47.50
RETIREE HEALTH BENEFIT TRU		08/15/2017	LIBRARY RETIREES	001-916-105-062	96.50
UNITED BANKCARD CENTER	YOUNG GHOST-SEPT PAY	08/15/2017	WORK ON SENIOR VAN	001-951-217-106	368.06
GRESHAM PLBG &HTG SUPPL	012163	08/17/2017	toilet parts for women's bathr	001-900-216-108	21.60
PILE HARDWARE	105520	08/17/2017	new weed eater and new pull	001-566-216-108	305.74
NORTHERN TOOL	27502	08/17/2017	valley industries aluminum sp	001-566-216-108	35.98
DUTCH MILLER DODGE OF CH	30688	08/17/2017	Fuel pumps car 16	001-700-217-106	375.20
TOWN AND COUNTRY	43778-1	08/17/2017	straw for okey st drain	001-750-215-105	63.92
OREILLY AUTO PARTS	5562-131494	08/17/2017	4 bags of floor dry	001-566-341-160	29.96
OREILLY AUTO PARTS	5562-131609	08/17/2017	lawn mower battery	001-566-216-108	45.35
UNITED BANKCARD CENTER	95153	08/17/2017	NETRANOM	001-440-230-131	89.00
UNITED BANKCARD CENTER	GHOST AUG/17	08/17/2017	NORTHEAST INDUSTRIAL	001-566-341-160	4,687.00
UNITED BANKCARD CENTER	GHOST -SEPT 17	08/17/2017	NITRO SUPERMARKET	001-900-354-163	163.00
WAGEWORKS	INV260739	09/14/2017	SERVICE OF AFLAC CARDS	001-440-105-060	218.25
UNIFIRST CORPORATION	094-435072	08/24/2017	UNIFORMS	001-566-345-164	99.11
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-440-230-131	37.00
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-566-230-131	37.00
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-706-230-131	35.00
UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-911-341-160	37.00
UNITED BANKCARD CENTER UNITED BANKCARD CENTER	170824	08/24/2017	PEST CONTROL	001-916-215-105	37.00
AFLAC	GHOST 8-17	08/24/2017	INTERNET	001-440-350-173	136.03
AFLAC	INV0000520	08/24/2017	AFLAC	001-225-213	7 8.75
	INV0000521	08/24/2017	AFLAC	001-225-213	31.65
AFLAC	INV0000522	08/24/2017	AFLAC	001-225-213	7.65
AFLAC	INV0000523	08/24/2017	AFLAC	001-225-213	41.80
AFLAC	INV0000524	08/24/2017	AFLAC	001-225-213	15.15
	INV0000525	08/24/2017	AFLAC	001-225-213	45.25
*********	INV0000526	08/24/2017	AIG	001-225-213	164.17
	INV0000527	08/24/2017	Colonial Life Insurance	001-225-213	23.84
	INV0000528	08/24/2017	Colonial Life Insurance	001-225-213	90.22
	INV0000530	08/24/2017	Dental and Vision	001-225-213	1,004.00
	INV0000531	08/24/2017		001-225-213	6.00
WASHINGTON NATIONAL INS	INV0000543	08/24/2017	Washington National Insuran	001-225-213	167.28

Report Summary

Fund Summary

Fund		Expense Amount
001 - GENERAL FUND		76,892.80
	Grand Total:	76,892.80

Account Summary

Account Summary			
Account Number	Account Name	Expense Amount	
001-225-213	Insurance Payable	41,632.64	
001-416-341-160	Department Supplies	3.35	
001-436-105-062	Retiree Health Insurance	295.00	
001-440-105-060	Health Insurance	218.25	
001-440-105-061	Health Insurance - NRW	8,068.20	
001-440-105-062	Health Ins Retirees Reim	3,218.00	
001-440-213-094	Sewer	140.87	
001-440-223-134	Professional Services	3,500.00	
001-440-230-131	Contract Services	126.00	
001-440-341-160	Department Supplies	229,54	
001-440-350-173	Computer Expenses	572.01	
001-566-105-062	Health Insurance Retiree	47.50	
001-566-213-094	Sewer	171.92	
001-566-215-105	Maint & Repair-Bldgs &	41.80	
001-566-216-108	Maint. & Repair - Equip	649.49	
001-566-217-106	Maint & Repair-Auto &	3,261.33	
001-566-230-131	Contract Services	37.00	
001-566-341-160	Department Supplies	4,822.81	
001-566-345-164	Uniforms	99.11	
001-700-213-094	Sewer	143.56	
001-700-215-105	Maint & Repair Blogs &	45.04	
001-700-217-106	Maint & Repair Autos &	2,117.01	
001-706-213-094	Sewer	199.39	
001-706-217-106	Maint & Repair - Autos	14.00	
001-706-223-136	Misc Fire Equip & Fee Su	932.37	
001-706-230-131	Contract Services	35.00	
001-750-215-105	Road Repair - Road & Dr	63.92	
001-750-215-108	Sign Expense	102.42	
001-900-213-094	Sewer	1,128.91	
001-900-215-105	Maint & Repair-Bldgs &	791.00	
001-900-216-108	Maint & Repair - Equipm	38.85	
001-900-354-163	Miscellaneous	163.00	
001-904-213-094	Sewer	1,972.67	
001-904-341-160	Pool Department Suppli	146.44	
001-904-355-170	Pool Chemicals	1,231.10	
001-911-341-160	Historical Commission S	83.53	
001-916-105-062	Health Ins Retiree Mont	96.50	
001-916-213-094	Sewer	48.21	
001-916-215-105	Maint & Repair-Bldg & G	37.00	
001-951-217-106	Maint & Repair - Auto &	368.06	
	Grand Total:	76,892.80	

Project Account Summary

 Project Account Key
 Expense Amount

 None
 76,892.80

 Grand Total:
 76,892.80