

**City of Martinsburg
City Council
Thursday, December 12, 2024
6:30 PM
J. Oakley Seibert City Council Chambers
Martinsburg City Hall
232 N. Queen Street**

- 1. Call to Order**
- 2. Roll Call**
- 3. Salute to Flag**
- 4. Prayer –Pastor Rufus Burton--First Presbyterian Church**
- 5. Approval of Minutes**
 - 5.a Approve November 14, 2024 Regular Council Meeting Minutes**
- 6. Approve Administrative and Financial Report**
 - 6.a Approve/deny Administrative and Financial Report for November 2024**
- 7. Petitions from Citizens**
- 8. Presentations**
 - 8.a Make comment on ABCA Zoning Form for Mom's Family Diner, LLC d.b.a. Saretto's Speakeasy, 109 N. Queen Street**
- 9. Receive and File Reports—Minutes—Correspondence of The Following:**
 - 9.a Correspondence from Comcast (11/20/2024) regarding price adjustments**
- 10. Reports of Council as a Whole Committee:**
- 11. Report of Mayor**
 - 11.a Reappointment the following to the Historic Preservation Review Commission, term 1/1/2025-1/1/2028**
Gary Gimbel
Ryan Perks
 - 11.b Approve/deny reappointment of the following to the Martinsburg Planning Commission, term 12/31/2024-12/31/2027:**
Keenan Puller
Mark Palmer
Steve Workings
- 12. Report of City Attorney**
- 13. Report of City Manager**
 - 13.a City Manager Report**
- 14. Unfinished Business**
 - 14.a Third and Final Reading of Ordinance 2024-10 Amending 1781.11 "Appeals" of the Housing Code**
 - 14.b Third and Final reading of Ordinance 2024-11 Amending Part 13, Chapter 4, Article 1, Section 1.11 "Appeals, Waivers, Amendments" by adding Subsection (c): Site Plan**

Waiver

15. New Business

- 15.a** First and Second Reading of Ordinance 2024-13 Amending City of Martinsburg, West Virginia Employee Manual at Section 6.2 "Annual Vacation with Pay" and Section 6.4 "Personal Leave"
- 15.b** Discuss/Take Action on Letter of Intent to Purchase 105 W. John Street and Authorize City Attorney to draft ordinance to convey property located at 105 W. John Street to the Boys and Girls Club of the Eastern Panhandle in accordance with City of Martinsburg Codified Ordinance Section 114.03
- 15.c** Approve/deny Revised Declaration of Restrictions in reference to the intention of the City of Martinsburg to use War Memorial Park property as Outdoor Recreational Use in accordance with the Land and Water Conservation Fund Act of 1965, as Amended
- 15.d** Approve/Deny Execution of Partial Release of Liens Against Randall L. Young.
- 15.e** Approve/deny 20' curb cut for driveway at 222 S. High Street for new single family home (BZA granted variance December 3, 2024)
- 15.f** Approve/deny quote from Innovative, Inc., for integration of Martinsburg Fire Department into City of One Project--\$16,890.55
- 15.g** Approve/deny Pay Application #23 from Waynesboro Construction for the City Hall Renovation Project--\$594.150.12
- 15.h** Confirm payment of Pay Application #1 from Capital Business Interiors for Furniture, Fixtures and Equipment for the City Hall Renovation Project--\$432,250
- 15.i** Approve/Deny Pay App #19 from Callas Construction for Public Works Expansion Project - \$193,311
- 15.j** Approve/deny Pay App #1 to W-L Construction for FY 2024 HMA Paving Project--\$_____
- 15.k** Approve/deny HOME FY 2019 and FY 2020 CHDO Cooperative Agreement for Habitat for Humanity of the Eastern Panhandle in the amount of \$141,800 (FY 19--\$66,921 and FY 20 \$74,479) to build new construction of affordable housing at 320 E. Burke Street
- 15.l** Approve/deny HOME 2019 Match Agreement to transfer HOME Match Credit for the Eastern Panhandle HOME Consortium for the Habitat of Humanity of the Eastern Panhandle 320 E. Burke Street new housing project
- 15.m** Approve/deny Resolution 2024-26 to transfer FY 17 HOME funds and amend the FY 2014-2018 and FY 2019-2023 Five Year CDBG and HOME plans
- 15.n** Approve/deny FY 2017 HOME Cooperative Agreement in the amount of \$51,231 to Community Networks, Inc. for Tenant Based Rental Assistance (TBRA)
- 15.o** Approve/deny FY 2021 HOME Cooperative Agreement for \$60,000 to Community Networks, Inc. for Tenant Based Rental Assistance (TBRA)
- 15.p** Approve/deny Resolution 2024-27 to transfer \$25,000 of unused FY 2020 CDBG-COVID funds to Community Networks, Inc. for case management for the Bethany House Homeless Shelter
- 15.q** Approve/deny cooperative agreement with Community Networks, Inc for FY 2020 CDBG-COVID funds for case management at the Bethany House Homeless Shelter
- 15.r** Approve/deny reallocation of \$15,000 of previously budgeted Police Excess Levy funds to the In-car Computer (MDT) Pilot Program for the Martinsburg Police Department

15.s Discuss/Take Action Regarding the Installation of 4-Way Stop Signs at W. John Street and Porter Avenue and W. John Street and S. Rosemont.

16. Executive Session

**City of Martinsburg
City Council
Thursday, November 14, 2024
232 N Queen Street**

1) Call to Order

2) Roll Call

The following Council Members were present: Steve Knipe, Heidi Gibbons Crawford, Dennis Etherington, David Haarberg, Ken Collinson, Kimberly Nelson, and Jason Baker. Also present were: Mayor Kevin Knowles, City Manager Andrew Blake, City Attorney Kin Sayre, City Recorder Gena Long, Public Works Director Jeff Wilkerson, and Fire Chief J.D. Hummingbird.

3) Salute to Flag

4) Prayer Steve Sosson--Beth El Congregation

5) Approval of Minutes

5.a) Approve October 10, 2024 Regular Meeting Minutes

10 October 2024 Council Minutes.pdf 

Motion made by Councilman Dennis Etherington, seconded by Councilman David Haarberg, to approve 5.a) Approve October 10, 2024 Regular Meeting Minutes. Motion carried unanimously.

6) Approve Administrative and Financial Report

6.a) Approve/deny Administrative and Financial Report for September 2024

2024 September F&A.pdf 

Motion made by Councilman Jason Baker, seconded by Councilman Dennis Etherington, to approve 6.a) Approve/deny Administrative and Financial Report for September 2024. Motion carried unanimously.

7) Petitions from Citizens

8) Presentations

8.a) Make comment on ABCA Zoning Form for Venue on Queen, LLC d.b.a. The Venue by Brix 27, 108-110 N. Queen Street

The Venue Zoning Form.pdf 

Mr. Drew Johnson, property owner, was present. He stated that the business is a special events venue that he foresees operating 5-6 days per week with a Sunday brunch.

Motion made by Councilman Ken Collinson, seconded by Councilman Jason Baker, to approve 8.a) Make no comment on ABCA Zoning Form for Venue on Queen, LLC d.b.a. The Venue by Brix 27, 108-110 N. Queen Street. Motion carried unanimously.

8.b) Proclamation--November 2024--National Hospice and Palliative Care Month

[National Hospice Month Proclamation 2024 - Martinsburg.pdf](#) 

8.c) Proclamation--Small Business Saturday, November 30, 2024

[2024 Small Business Saturday Proc.pdf](#) 

8.d) Proclamation--National Hunger and Homelessness Week--November 17-24

[Homeless Proclamation November 17-24 week 2024 \(002\).pdf](#) 

Proclamation--National Native American Heritage Month

9) Receive and File Reports??Minutes??Correspondence of The Following:

9.a) Public Hearing Notice for FY 2017, 2019, and 2020 Home Investment Partnership Program (HOME) Substantial Amendment--December 11, 2024 at 3 PM

[20241108 NOTICE OF PUBLIC HEARING CITY OF MARTINSBURG, WV FY 201.pdf](#) 

9.b) Public Hearing Notice for FY 2020 Annual Action Plan Substantial Amendment--December 11, 2024 at 3:30 PM

[20241108 notice of public hearing CITY OF MARTINSBURG, WV FY 202.pdf](#) 

Motion made by Councilman Kimberly Nelson, seconded by Councilman Ken Collinson, to approve 9) Receive and File Reports??Minutes??Correspondence of The Following:. Motion carried unanimously.

10) Reports of Council as a Whole Committee:

11) Report of Mayor

11.a) Approve/deny appointment of Navonya Jones to the Eastern Panhandle HOME Consortium for unexpired term 7/1/2022-6/30/2025

[Navonya Jones Resume.pdf](#) 

Motion made by Councilman Kimberly Nelson, seconded by Councilman Ken Collinson, to approve 11.a) Approve/deny appointment of Navonya Jones to the Eastern Panhandle HOME Consortium for unexpired term 7/1/2022-6/30/2025. Motion failed unanimously.

12) Report of City Attorney

13) Report of City Manager

13.a) City Manager's Report and Project Status

2024-11-04 City Manager Report.docx 

2024-11-06 Project Status.pdf 

14) Unfinished Business

15) New Business

15.a) First and Second Reading of Ordinance 2024-10 Amending 1781.11 "Appeals" of the Housing Code

2024-10-29 Ordinance Amending Rental Housing Appeals Process.pdf 

Councilman Baker expressed concerns regarding changing the make-up of the Board changing the intended purpose of the board.

City Attorney Kin Sayre stated that the board has not existed in 20+ years, and it's more efficient to multi-purpose a similar board than to create a new one.

Councilman Baker was concerned the Code Appeals Board will demand higher standards than a board specifically tasked with working within the Rental Housing Code.

Motion made by Councilman Dennis Etherington, seconded by Councilman Ken Collinson, to approve 15.a) First and Second Reading of Ordinance 2024-10 Amending 1781.11 "Appeals" of the Housing Code. Motion carried via roll call vote. Yes: Steve Knipe, Heidi Gibbons Crawford, Dennis Etherington, David Haarberg, Ken Collinson, Kimberly Nelson. No: Jason Baker.

15.b) First and second reading of Ordinance 2024-11 Amending Part 13, Chapter 4, Article 1, Section 1.11 "Appeals, Waivers, Amendments" by adding Subsection (c): Site Plan Waiver

Site Plan Waiver Ordinance.docx 

Motion made by Councilman Kimberly Nelson, seconded by Councilman Dennis Etherington, to approve 15.b) First and second reading of Ordinance 2024-11 Amending Part 13, Chapter 4, Article 1, Section 1.11 "Appeals, Waivers, Amendments" by adding Subsection (c): Site Plan Waiver. Motion carried unanimously.

15.c) Approve/deny Resolution 2024-25 for Coal Severance Tax Fund Budget Revision #3

CST #3 (COMBINED) FY 24-25.pdf 

Motion made by Councilman Ken Collinson, seconded by Councilman David Haarberg, to approve 15.c) Approve/deny Resolution 2024-25 for Coal Severance Tax Fund Budget Revision #3. Motion carried unanimously.

15.d) Approve/deny Letter of Endorsement for Merrymakers Market at the Martinsburg Roundhouse for the following dates: November 30-December 1 December 7-8 December 14-15 December 21-22

Motion made by Councilman Kimberly Nelson, seconded by Councilman Steve Knipe, to approve 15.d) Approve/deny Letter of Endorsement for Merrymakers Market at the Martinsburg Roundhouse for the following dates:

November 30-December 1
December 7-8
December 14-15
December 21-22

. Motion carried unanimously.

15.e) Approve/deny Pay Application #22 from Waynesboro Construction for the City Hall Renovation Project--\$171,630

Martinsburg City Hall - Pay App 22.pdf 

Motion made by Councilman Ken Collinson, seconded by Councilman David Haarberg, to approve 15.e) Approve/deny Pay Application #22 from Waynesboro Construction for the City Hall Renovation Project--\$171,630. Motion carried unanimously.

15.f) Approve/deny Pay Application #18 from Callas Construction for the Public Works Expansion Project--\$273,622.50

Pay App #018 Period Ending 10-31-24 Sent 11-1-24.pdf 

Motion made by Councilman Dennis Etherington, seconded by Councilman David Haarberg, to approve 15.f) Approve/deny Pay Application #18 from Callas Construction for the Public Works Expansion Project--\$273,622.50. Motion carried unanimously.

15.g) Approve/deny Pay Application(s) for Pickleball Court Project--\$62,052.16 and \$18,744.79 (final payment and retainage)

Martinsburg Pickleball Courts Retainage AIA Pay Application.pdf 

Martinsburg Pickleball Courts October 2024 AIA Pay Application.pdf 

Motion made by Councilman Dennis Etherington, seconded by Councilman David Haarberg, to approve 15.g) Approve/deny Pay Application(s) for Pickleball Court Project--\$62,052.16 and \$18,744.79 (final payment and retainage). Motion carried unanimously.

15.h) Approve/deny Pay Application #1 from W-L Construction for street repaving project--

No action.

15.i) Approve/deny Proposal from WRB Construction for structural roof repair at 600 Baltimore Street--\$21,417

WRB Proposal_600 Baltimore St. - Roof Repair.pdf

Motion made by Councilman Ken Collinson, seconded by Councilman Dennis Etherington, to approve 15.i) Approve/deny Proposal from WRB Construction for structural roof repair at 600 Baltimore Street--\$21,417. Motion carried unanimously.

15.j) Approve/deny CEC Task Order 4.1--Architectural Drawings for existing Public Works Building--\$6,000

20241028_AUTHORIZATION FOR ADDITIONAL SERVICES.pdf

Motion made by Councilman Dennis Etherington, seconded by Councilman David Haarberg, to approve 15.j) Approve/deny CEC Task Order 4.1--Architectural Drawings for existing Public Works Building--\$6,000. Motion carried unanimously.

15.k) Approve/deny Alternate Main Line Extension Agreement with DRB for Gallery, Section 2, Phase 7

City Of Martinsburg-Gallery-P2S7-Water Modeling Report-2024.11.08.pdf

Alternate Mainline Extension- Water -City Of Martinsburg-Gallery-P2S7.pdf

Alternate Mainline Extension- Water -City Of Martinsburg-Gallery-P2S7.doc

Motion made by Councilman Kimberly Nelson, seconded by Councilman Steve Knipe, to approve 15.k) Approve/deny Alternate Main Line Extension Agreement with DRB for Gallery, Section 2, Phase 7. Motion carried unanimously.

15.l) Approve/deny Heavy Duty Rescue Bid with Atlantic Emergency Solutions with required surety (\$1,396,113) (43 to 46 month delivery)

Bid Recommendation

Motion made by Councilman Ken Collinson, seconded by Councilman David Haarberg, to approve 15.l) Approve/deny Heavy Duty Rescue Bid with Atlantic Emergency Solutions with required surety (\$1,396,113) (43 to 46 month delivery). Motion carried unanimously.

15.m) Approve/deny Resolution submitting Energy Efficiency & Conservation Strategy and EECBG grant submission (\$75,562) for the purchase of recycling bins.

2024-11-06_EECS_for_Recycling.pdf

Motion made by Councilman David Haarberg, seconded by Councilman Steve Knipe, to approve 15.m) Approve/deny Resolution submitting Energy Efficiency & Conservation Strategy and EECBG grant submission (\$75,562) for the purchase of recycling bins.. Motion carried unanimously.

15.n) Approve/deny seasonal holiday waiver of on-street parking meter fees in the downtown commercial district from Friday, November 29-January 2, 2025.

Kimberly Nelson asked if we could study the parking turnover during this period of free parking.

Jason Baker is concerned that business owners and their staff will abuse this initiative.

Motion made by Councilman Dennis Etherington, seconded by Councilman David Haarberg, to approve 15.n) Approve/deny seasonal holiday waiver of on-street parking meter fees in the downtown commercial district from Friday, November 29-January 2, 2025.. Motion carried via roll call vote. Yes: Steve Knipe, Heidi Gibbons Crawford, Dennis Etherington, David Haarberg, Ken Collinson, Kimberly Nelson. No: Jason Baker.

15.o) Approve/Deny Funding for Renovation of Oatesdale Park Bathrooms (\$25,000)

Motion made by Councilman Dennis Etherington, seconded by Councilman Ken Collinson, to approve 15.o) Approve/Deny Funding for Renovation of Oatesdale Park Bathrooms (\$25,000). Motion carried unanimously.

15.p) Approve/deny Joint Funding Agreement between the City of Martinsburg, the US Geological Survey, VA/WV Water Science Center, United States Department of the Interior for Water Resource Investigations (Tuscarora Creek streamgaging)--\$7,230

20241112_United States Department of the Interior.pdf 

Motion made by Councilman Kimberly Nelson, seconded by Councilman David Haarberg, to approve 15.p) Approve/deny Joint Funding Agreement between the City of Martinsburg, the US Geological Survey, VA/WV Water Science Center, United States Department of the Interior for Water Resource Investigations (Tuscarora Creek streamgaging)--\$7,230. Motion carried unanimously.

15.q) Approve/deny Cooperative Services Agreement between the City of Martinsburg and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for control of turkey vulture and black vultures--\$8,188

City of Martinsburg Vultures FY 25.pdf 

Motion made by Councilman Ken Collinson, seconded by Councilman Dennis Etherington, to approve 15.q) Approve/deny Cooperative Services Agreement between the City of Martinsburg and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services for control of turkey vulture and black vultures--\$8,188. Motion carried via roll call vote. Yes: Steve Knipe, Heidi Gibbons Crawford, Dennis Etherington, David Haarberg, Ken Collinson, Jason Baker. No: Kimberly Nelson.

15.r) Approve/Deny Groves Cleaning Services contract for Martinsburg Police Department (\$4,950 monthly)

Groves Cleaning Services - Martinsburg PD.pdf 

Motion made by Councilman Dennis Etherington, seconded by Councilman David Haarberg, to approve 15.r) Approve/Deny Groves Cleaning Services contract for Martinsburg Police Department (\$4,950 monthly). Motion carried unanimously.

15.s) Approve/Deny Water Model and Alternate Mainline Extension Agreement by and between the City of Martinsburg and D&I Development for 801 East Moler Avenue Subdivision.

[City Of Martinsburg- 801 Moler Drive Water Modeling Report-2024.11.05.pdf](#) 

[Martinsburg Contract.pdf](#) 

Motion made by Councilman Steve Knipe, seconded by Councilman Dennis Etherington, to approve 15.s) Approve/Deny Water Model and Alternate Mainline Extension Agreement by and between the City of Martinsburg and D&I Development for 801 East Moler Avenue Subdivision.. Motion carried unanimously.

15.t) Approve/Deny contract with Borlie Mechanical Contracting, LLC for preventive maintenance of City Hall mechanical systems (\$12,000)

[City Hall Preventative Maintenance Proposal 2025.pdf](#) 

Motion made by Councilman Kimberly Nelson, seconded by Councilman Ken Collinson, to approve 15.t) Approve/Deny contract with Borlie Mechanical Contracting, LLC for preventive maintenance of City Hall mechanical systems (\$12,000). Motion carried unanimously.

15.u) Approve/Deny Lease Agreement with Main Street Martinsburg at Train Station.

[Lease - Revised City of Martinsburg form Caperton Office Suites \(automatic yearly rent increase language\).doc](#) 

Mayor Knowles recommended that Council set the rent between \$0 and \$365 per month.

Discussion was had about the City's considerable subsidization of rents at the Train Station, already, with the Secretary of State's office paying the most rent, at \$365 monthly. There was also discussion about the City being responsible for real estate tax if the property is generating rental income.

Motion made by Councilman Heidi Gibbons Crawford, seconded by Councilman Steve Knipe, to approve 15.u) Approve/Deny Lease Agreement with Main Street Martinsburg at Train Station for \$0 monthly. . Motion carried via roll call vote. Yes: Steve Knipe, Heidi Gibbons Crawford, David Haarberg, Jason Baker. No: Dennis Etherington, Ken Collinson, Kimberly Nelson.

15.v) Approve/deny upgrading 2nd Nature Stormwater Utility Software--\$8,497 prorated and \$21,339.54 annually thereafter

[2ndNatureUpgradeMemo.docx](#) 

[City of Martinsburg- New Modules \(Prorated\).pdf](#) 

[City of Martinsburg- New subscription starting July 1st 2025.pdf](#) 

Motion made by Councilman David Haarberg, seconded by Councilman Dennis Etherington, to approve 15.v) Approve/deny upgrading 2nd Nature Stormwater Utility Software--\$8,497 prorated and \$21,339.54 annually thereafter. Motion carried unanimously.

15.w) Approve/deny FY 2024 CDBG Subrecipient Cooperative Agreements as attached

[Nov 14 24 Agenda items - Community Dev \(002\).pdf](#) 

Motion made by Councilman Ken Collinson, seconded by Councilman David Haarberg, to approve 15.w) Approve/deny FY 2024 CDBG Subrecipient Cooperative Agreements as attached. Motion carried unanimously.

16) Executive Session

Meeting adjourned at 7:20 PM.

FINANCE DEPARTMENT'S REPORT FOR THE MONTH OF: OCTOBER 2024

GENERAL FUND

Balance Brought Forward.....	\$7,186,080.20
Receipts.....	\$3,417,458.87
Expenditures.....	(\$2,263,537.80)
Total Ending Balance.....	\$8,340,001.27
Operating and Maintenance Fund Account Balance.....	\$8,274,092.03
Credit Card Account Balance.....	\$17,818.41
Escrow Account Balance.....	\$48,090.83

GENERAL DEVELOPMENT FUND

Balance Brought Forward.....	\$3,466,832.20
Interest Earned.....	\$11,095.75
Civil Environmental Consultants - Survey (American Legion Property).....	(\$15,000.00)
Ending Balance.....	\$3,462,927.95

COMPUTER SYSTEM FUND

Balance Brought Forward.....	\$206,416.28
Interest Earned.....	\$659.18
Ending Balance.....	\$207,075.46

WATER & SEWER FUND

Balance Brought Forward.....	\$4,784,605.62
Receipts.....	\$1,144,231.95
Expenditures.....	(\$1,002,634.68)
Total Ending Balance.....	\$4,926,202.89
Operating and Maintenance Fund Account Balance.....	\$1,150,233.51
Depreciation Fund Account Balance.....	\$238,845.83
Revenue Account Balance.....	\$779,323.66
Capital Improvement Fund Account Balance.....	\$1,928,227.95
Cash Working Capital Reserve Account Balance.....	\$789,813.55
Credit Card Account Balance.....	\$39,758.39

WATER & SEWER SERIES 2013 A TRUST FUND

Balance Brought Forward.....	\$10,098.42
Interest Earned.....	\$32.25
Ending Balance.....	\$10,130.67

PARKING FUND

Balance Brought Forward.....	\$165,135.67
Receipts.....	\$26,880.52
Expenditures.....	(\$16,193.38)
Total Ending Balance.....	\$175,822.81
Operating and Maintenance Fund Account Balance.....	\$174,778.68
Reserve Fund Account Balance.....	\$1,044.13

FINANCE DEPARTMENT'S REPORT FOR THE MONTH OF: OCTOBER 2024

FIRE PENSION FUND

Balance Brought Forward.....	\$4,651,158.86
Interest Earned.....	\$1,232.66
Ameriprise Financial Investment Activity.....	\$159,289.59
Employee Contribution.....	\$19,401.25
Payments To Retirees.....	(\$135,564.34)
Total Ending Balance.....	\$4,695,518.02
Hi-Fi Account Balance.....	\$359,585.40
Ameriprise Financial Investment Balance.....	\$4,335,932.62

POLICE PENSION FUND

Balance Brought Forward.....	\$11,147,963.25
Interest Earned.....	\$1,073.87
Truist Investment Activity.....	\$580,243.09
Employee Contribution.....	\$22,658.25
Payments To Retirees.....	(\$177,691.20)
Total Ending Balance.....	\$11,574,247.26
Hi-Fi Account Balance.....	\$297,363.77
Truist Account Balance.....	\$11,276,883.49

POLICE LEVY FUND

Balance Brought Forward.....	\$1,809,702.43
Receipts.....	\$300,747.95
Expenditures.....	(\$90,519.66)
Ending Balance.....	\$2,019,930.72

CRIME PREVENTION FUND

Balance Brought Forward.....	\$449.54
Interest Earned.....	\$1.43
Ending Balance.....	\$450.97

DRUG LAW ENFORCEMENT GRANT FUND

Balance Brought Forward.....	\$35,671.29
Interest Earned.....	\$113.91
Ending Balance.....	\$35,785.20

POLICE FEDERAL FUND (DRUG ENFORCEMENT)

Balance Brought Forward.....	\$41,375.32
Interest Earned.....	\$171.65
Federal Forfeiture.....	\$15,983.38
Total Ending Balance.....	\$57,530.35
Justice Funds Portion.....	\$57,425.83
Treasury Funds Portion.....	\$104.52

RETIREMENT FUND

Balance Brought Forward.....	\$3,802,501.52
Interest Earned.....	\$12,143.00
Ending Balance.....	\$3,814,644.52

SHADE TREE FUND

Balance Brought Forward.....	\$16,571.91
Interest Earned.....	\$52.92
Ending Balance.....	\$16,624.83

FINANCE DEPARTMENT'S REPORT FOR THE MONTH OF: OCTOBER 2024

UNEMPLOYMENT COMPENSATION FUND (ESCROW)

Balance Brought Forward.....	\$29,165.15
Interest Earned.....	\$93.14
Workforce West Virginia.....	(\$1,213.44)
Total Ending Balance.....	\$28,044.85
General Fund Portion Balance.....	\$22,934.59
Parking Portion Balance.....	\$5,110.26

COAL SEVERANCE TAX FUND

Balance Brought Forward.....	\$79,627.94
Interest Earned.....	\$268.18
Coal Severance Tax.....	\$15,913.26
General Fund - Budget Allocation FY 2024-2025.....	\$10,000.00
Berkeley Arts - Budget Allocation.....	(\$12,500.00)
Berkeley County Backpack Program - Budget Allocation.....	(\$4,000.00)
Boys & Girls Club - Budget Allocation.....	(\$20,000.00)
Community Combined Ministries - Budget Allocation.....	(\$4,000.00)
For the Kids, By George Children's Museum - Budget Allocation.....	(\$15,000.00)
Good Samaritan Free Clinic - Budget Allocation.....	(\$5,000.00)
Berkeley Sunrise Rotary - Budget Allocation.....	(\$6,800.00)
Mountain State Apple Harvest Festival - Budget Allocation.....	(\$10,000.00)
Panhandle Home Health - Budget Allocation.....	(\$4,000.00)
People of Worth - Budget Allocation.....	(\$4,000.00)
Sleep in Heavenly Peace - Budget Allocation.....	(\$2,500.00)
Stars that Shine - Budget Allocation.....	(\$4,000.00)
Ending Balance.....	\$14,009.38

CROWN AMERICAN FUND (MALL BOND)

Balance Brought Forward.....	\$10,128.92
Interest Earned.....	\$32.35
Ending Balance.....	\$10,161.27

MARKET HOUSE FUND

Balance Brought Forward.....	\$53,483.01
Interest Earned.....	\$172.86
Habanero Mexican Grill Rent - October 2024.....	\$994.00
Potomac Edison.....	(\$125.35)
Mountaineer Gas.....	(\$40.01)
City of Martinsburg Water Department.....	(\$175.70)
J. C. Ehrlich, Inc.....	(\$137.48)
Ending Balance.....	\$54,171.33

TRAIN STATION FUND

Balance Brought Forward.....	\$34,324.64
Interest Earned.....	\$105.00
WV Secretary of State Rent - September 2024.....	\$365.00
Youth Advocate Programs Rent - November 2024.....	\$897.16
Eastern WV Community Foundation Rent - November 2024.....	\$475.00
Parking Permits - September 2024.....	\$821.00
Sure Bet Services - Vending Commission.....	\$16.21
Frontier.....	(\$342.08)
Potomac Edison.....	(\$1,238.07)
Mountaineer Gas.....	(\$243.26)
City of Martinsburg Water Department.....	(\$397.59)
TK Elevator Corporation.....	(\$2,096.16)
Rizzo Heating & Air.....	(\$4,350.00)
Johnson Controls Fire Protection.....	(\$2,488.00)
Comcast.....	(\$127.89)
J. C. Ehrlich, Inc.....	(\$99.95)
Ending Balance.....	\$25,621.01

FINANCE DEPARTMENT'S REPORT FOR THE MONTH OF: OCTOBER 2024

REVOLVING REHABILITATION FUND

Balance Brought Forward.....	\$945,542.61
Interest Earned.....	\$2,844.05
Total Ending Balance.....	\$948,386.66
Truist Account Balance.....	\$55,093.78
Jefferson Security Bank Account Balance.....	\$893,292.88

MORTGAGE REVENUE FUND

Balance Brought Forward.....	\$942,609.06
Interest Earned.....	\$3,010.96
General Fund - Sidewalk Loan Repayments (September 2024).....	\$354.16
Ending Balance.....	\$945,974.18

SANITATION FUND

Balance Brought Forward.....	\$2,361,825.69
Receipts.....	\$534,261.13
Expenditures.....	(\$182,475.56)
Total Ending Balance.....	\$2,713,611.26
Operating and Maintenance Fund Account Balance.....	\$2,689,157.32
Credit Card Account Balance.....	\$24,453.94

FIRE / EMS FUND

Balance Brought Forward.....	\$2,033,952.22
Interest Earned.....	\$6,411.46
EMS Fees.....	\$149,980.92
General Fund - EMS Expense Reimbursement.....	(\$132,304.33)
Medical Claims Assistance.....	(\$5,057.84)
Rossmann & Co. / PCB.....	(\$64.80)
Ending Balance.....	\$2,052,917.63

OPEB (OTHER POST EMPLOYMENT BENEFITS) TRUST FUND

Balance Brought Forward.....	\$3,220,700.19
Interest Earned.....	\$10,285.06
Ending Balance.....	\$3,230,985.25

COMMUNITY DEVELOPMENT FUND

Balance Brought Forward.....	\$144,127.32
Interest Earned.....	\$460.26
Ending Balance.....	\$144,587.58

TIF (TAX INCREMENT FINANCING) FUND

Balance Brought Forward.....	\$281,526.92
Interest Earned.....	\$961.72
Berk. Co. Sheriff - Property Taxes.....	\$43,464.46
Ending Balance.....	\$325,953.10

FINANCE DEPARTMENT'S REPORT FOR THE MONTH OF: OCTOBER 2024

TIF RESERVE FUND

Balance Brought Forward.....	\$253,289.41
Interest Earned.....	\$1,019.79
Ending Balance.....	\$254,309.20

TIF DEBT SERVICE FUND

Balance Brought Forward.....	\$360,307.90
Interest Earned.....	\$1,450.67
Ending Balance.....	\$361,758.57

SALES TAX FUND

Balance Brought Forward.....	\$6,708,725.53
Interest Earned.....	\$22,803.77
Sales Tax.....	\$1,815,487.35
CORT - Viking Way Office Furniture.....	(\$2,541.06)
Viking Way Holdings - Lease Payments.....	(\$14,079.98)
Civil Environmental Consultants - Public Works Building Expansion.....	(\$4,141.00)
Callas Contractors - Public Works Building Expansion.....	(\$478,258.87)
Electronic Specialty Company - Public Works Building (Server & Switch)...	(\$23,994.00)
Waynesboro Construction - City Hall Renovation.....	(\$365,768.64)
Ending Balance.....	\$7,658,233.10

CAPITAL IMPROVEMENT / COMMUNITY DEVELOPMENT FUND

Balance Brought Forward.....	\$286,769.34
Interest Earned.....	\$919.96
Civil Environmental Consultants - Route 9 Trail Extension.....	(\$11,000.00)
Civil Environmental Consultants - Creekside Trail to Oatesdale Park.....	(\$34,250.00)
Ending Balance.....	\$242,439.30

STORMWATER FUND

Balance Brought Forward.....	\$1,300,116.37
Receipts.....	\$221,158.75
Expenditures.....	(\$402,786.71)
Total Ending Balance.....	\$1,118,488.41
Operating and Maintenance Fund Account Balance.....	\$1,106,005.79
Credit Card Account Balance.....	\$12,482.62

MORROW'S HOPE FUND

Balance Brought Forward.....	\$361,236.13
Interest Earned.....	\$1,148.15
Executive Emergency Lighting - Police Dept. Vehicle Components.....	(\$6,706.00)
Ending Balance.....	\$355,678.28

GENERAL FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
001-0000-0000-329700-00	COMMITTED FUND BALANCE	\$4,837,800.00	\$0.00	\$4,387,800.00	\$450,000.00	90.70%
001-0000-0000-329800-00	UNASSIGNED STATE UTILITY TAXES	\$3,639,613.00	\$0.00	\$2,341,915.31	(\$3,301)	100.00%
001-0000-0000-4301	GAS & OIL SEVERANCE TAXES	\$150,000.00	\$598,679.12	\$2,245,655.01	\$1,393,953.99	61.70%
001-0000-0000-430500-00	2% EXCISE TAXES	\$775,000.00	\$86,851.91	\$69,122.35	\$80,877.65	46.08%
001-0000-0000-430600-00	B & O TAXES	\$9,500,000.00	\$1,742,716.23	\$4,847,345.26	\$4,652,654.74	51.02%
001-0000-0000-430600-00	WINE & LIQUOR TAXES	\$250,000.00	\$57,211.73	\$57,211.73	\$192,788.27	22.88%
001-0000-0000-430700-00	DOG TAXES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-430800-00	HOTEL/MOTEL TAXES	\$750,000.00	\$73,604.68	\$290,993.47	\$459,006.53	38.80%
001-0000-0000-430800-00	POLICE FINES & COURT COSTS	\$200,000.00	\$13,895.83	\$60,743.33	\$139,256.67	30.37%
001-0000-0000-430900-00	RJF ADMINISTRATIVE FEES	\$2,000.00	\$137.25	\$537.74	\$1,462.26	26.89%
001-0000-0000-430900-00	BOCA FINES	\$10,000.00	\$1,606.00	\$7,313.00	\$2,687.00	73.13%
001-0000-0000-431000-00	LICENSE FEES	\$65,000.00	\$1,642.53	\$58,510.28	\$6,489.72	90.02%
001-0000-0000-432500-00	BUILDING PERMITS	\$225,000.00	\$43,880.19	\$231,055.25	\$26,055.25	111.58%
001-0000-0000-432600-00	MISCELLANEOUS PERMITS	\$50,000.00	\$4,366.42	\$11,513.76	\$38,486.24	23.03%
001-0000-0000-432800-00	FRANCHISE FEES	\$225,000.00	\$0.00	\$184.20	\$224,815.80	0.08%
001-0000-0000-432900-00	HOUSING CODE COMPLIANCE FEES	\$15,000.00	\$1,110.00	\$4,170.00	\$10,830.00	27.80%
001-0000-0000-433200-00	IRP FEES	\$75,000.00	\$4,437.78	\$8,818.38	\$66,181.62	11.76%
001-0000-0000-434100-00	COMMUNITY DEVELOPMENT FEES	\$60,000.00	\$12,141.75	\$36,116.75	\$23,883.25	60.19%
001-0000-0000-435200-00	FIRE FEES	\$1,100,000.00	\$152,779.74	\$942,348.51	\$157,651.49	85.67%
001-0000-0000-436100-00	SPECIAL EVENT FEES	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
001-0000-0000-436500-00	FEDERAL GRANTS - POLICE DEPT.	\$185,000.00	\$0.00	\$36,866.07	\$148,133.93	19.93%
001-0000-0000-436510-00	FEDERAL GRANTS - FEMA	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	FEDERAL GRANTS - CDBG (HOME)	\$330,540.00	\$0.00	\$0.00	\$330,540.00	0.00%
001-0000-0000-436520-00	FEDERAL GRANTS - CDBG (COVID)	\$541,663.00	\$0.00	\$0.00	\$541,663.00	0.00%
001-0000-0000-436520-00	FEDERAL GRANTS - CDBG (ARPA)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	FEDERAL GRANTS - BROWNFIELDS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	FEDERAL GRANTS - EPA	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	FEDERAL GRANTS - COVID	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	FEDERAL GRANTS - QPID PROGRAM (COSSUP)	\$0.00	\$0.00	\$57,238.57	(\$57,238.57)	#DIV/0!
001-0000-0000-436520-00	STATE GRANTS - POLICE DEPT.	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	STATE GRANTS - WV DEVELOPMENT OFFICE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	STATE GRANTS - OFFICE OF EMERGENCY SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	STATE GRANTS - LVCF	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436520-00	STATE GRANTS - DEP	\$0.00	\$0.00	\$32,516.25	(\$32,516.25)	#DIV/0!
001-0000-0000-436600-00	OTHER GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-0000-0000-436600-00	CONTRIBUTIONS FROM OTHER ENTITIES (CDBG HOME)	\$5,650,000.00	\$0.00	\$0.00	\$5,650,000.00	0.00%
001-0000-0000-436600-00	CONTRIBUTIONS FROM OTHER FUNDS	\$710,000.00	\$0.00	\$0.00	\$710,000.00	0.00%
001-0000-0000-436600-00	CHARGES TO WATER & SEWER FUND	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
001-0000-0000-436600-00	CHARGES TO PARKING FUND	\$265,000.00	\$0.00	\$0.00	\$265,000.00	0.00%
001-0000-0000-436600-00	CHARGES TO SANITATION FUND	\$220,000.00	\$0.00	\$0.00	\$220,000.00	0.00%
001-0000-0000-436700-00	CHARGES TO STORMWATER FUND	\$10,000.00	\$867.95	\$2,596.18	\$7,403.82	25.96%
001-0000-0000-436800-00	GAMING INCOME	\$90,000.00	\$24,784.43	\$99,394.18	(\$9,394.18)	110.44%
001-0000-0000-437000-00	INTEREST EARNED	\$105,000.00	\$8,815.09	\$27,881.62	\$77,138.38	26.53%
001-0000-0000-437600-00	VIDEO LOTTERY	\$91,184.00	\$11,367.30	\$31,383.79	\$59,800.21	34.42%
001-0000-0000-439800-00	MISCELLANEOUS REVENUE & OVER/SHORT (223400)	\$32,579.71	\$2,942,354.53	\$16,193,474.66	\$16,386,240.34	49.70%
	TOTAL RECEIPTS					
	REGIONAL JAIL FUND				\$2,745.18	
	LETF				\$156.68	
	CVRF				\$609.39	
	CVRF - DUI				\$217.04	
	CCF				\$783.43	
	TEEN FUND				\$351.70	
	POLICE BONDS				(\$667.00)	
	EXPENSE REIMBURSED				\$467,438.42	
	COURT REFUNDS				\$365.00	
	MISCELLANEOUS REVENUE REFUNDS				\$2,562.00	
	FIRE FEE REFUNDS				\$16.20	
	SIDEWALK LOAN REIMBURSEMENTS				\$354.16	
	ESCROW ACCOUNT INTEREST EARNED				\$153.08	
	DU E FROM OTHER GOV. UNITS - (FY 2023-2024)				\$9.06	
	GRAND TOTAL RECEIPTS				\$3,417,458.87	

Prepared By: Finance Department

GENERAL FUND EXPENDITURES - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
ECONOMIC DEVELOPMENT						
001-4020-0000-503	SALARIES	\$113,000.00	\$9,074.92	\$34,030.95	\$78,969.05	30.12%
001-4020-0000-504000-00	FICA	\$7,005.00	\$539.54	\$2,023.24	\$4,981.76	28.88%
001-4020-0000-505000-00	INSURANCE	\$20,000.00	\$1,501.58	\$6,010.16	\$13,989.84	30.05%
001-4020-0000-506000-00	WV PERS 457(b) PLAN	\$11,300.00	\$616.74	\$3,062.77	\$8,237.23	27.10%
001-4020-0000-507000-00	MEDICARE	\$1,640.00	\$126.18	\$473.17	\$1,166.83	28.85%
001-4020-0000-508000-00	WORKERS COMPENSATION	\$285.00	\$0.00	\$64.73	\$220.27	22.71%
TOTAL PERSONAL SERVICES		\$153,230.00	\$12,058.96	\$45,665.02	\$107,564.98	29.80%
001-4020-0000-611000-00	TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4020-0000-613000-00	UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4020-0000-614000-00	TRAVEL	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
001-4020-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4020-0000-617000-00	MAINTENANCE OF VEHICLES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4020-0000-620000-00	PUBLICATIONS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
001-4020-0000-621000-00	TRAINING	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
001-4020-0000-622000-00	DUES & SUBSCRIPTIONS	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
001-4020-0000-623000-00	PROFESSIONAL SERVICES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
001-4020-0000-630000-00	CONTRACTED SERVICES	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
TOTAL CONTRACTUAL		\$113,000.00	\$0.00	\$0.00	\$113,000.00	0.00%
TOTAL MATERIALS & SUPPLIES		\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
GASOLINE & OIL		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
TOTAL COMMODITIES		\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
CAPITAL OUTLAY		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
TOTAL CAPITAL OUTLAY		\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
TOTAL ECONOMIC DEVELOPMENT		\$263,730.00	\$12,058.96	\$45,665.02	\$223,064.98	16.99%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
<u>MAYOR</u>						
001-4090-0000-501000-00	SALARY	\$12,000.00	\$1,000.00	\$4,000.00	\$8,000.00	33.33%
001-4090-0000-504000-00	FICA	\$745.00	\$38.90	\$155.55	\$589.45	20.88%
001-4090-0000-505000-00	HEALTH INSURANCE	\$20,000.00	\$1,501.57	\$6,010.12	\$13,989.88	30.05%
001-4090-0000-506000-00	WV PERS / 457(b) PLAN	\$1,200.00	\$90.00	\$360.00	\$840.00	30.00%
001-4090-0000-507000-00	MEDICARE	\$175.00	\$9.10	\$36.39	\$138.61	20.79%
001-4090-0000-508000-00	WORKERS COMPENSATION	\$50.00	\$0.00	\$2.99	\$27.01	9.97%
	TOTAL PERSONAL SERVICES	\$34,150.00	\$2,639.57	\$10,565.05	\$23,584.95	30.94%
001-4090-0000-611000-00	TELEPHONE	\$350.00	\$25.81	\$103.22	\$246.78	29.49%
001-4090-0000-614000-00	TRAVEL	\$5,000.00	\$0.00	\$1,300.14	\$3,999.86	26.00%
001-4090-0000-621000-00	TRAINING	\$500.00	\$0.00	\$600.00	(\$100.00)	120.00%
	TOTAL CONTRACTUAL	\$5,850.00	\$25.81	\$2,003.36	\$3,846.64	34.25%
001-4090-0000-741000-00	MATERIALS & SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL COMMODITIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL MAYOR	\$40,000.00	\$2,665.38	\$12,568.41	\$27,431.59	31.42%
	<u>CITY COUNCIL</u>					
001-4100-0000-501000-00	SALARIES	\$33,600.00	\$2,800.00	\$11,200.00	\$22,400.00	33.33%
001-4100-0000-504000-00	FICA	\$2,085.00	\$145.19	\$580.59	\$1,504.41	27.85%
001-4100-0000-505000-00	INSURANCE	\$50,000.00	\$2,213.19	\$7,611.43	\$42,388.57	15.22%
001-4100-0000-506000-00	WV PERS / 457(b) PLAN	\$3,360.00	\$155.25	\$621.00	\$2,739.00	18.48%
001-4100-0000-507000-00	MEDICARE	\$490.00	\$51.15	\$135.80	\$354.20	27.71%
001-4100-0000-508000-00	WORKERS COMPENSATION	\$85.00	\$0.00	\$8.41	\$76.59	9.89%
	TOTAL PERSONAL SERVICES	\$89,620.00	\$5,364.78	\$20,157.23	\$69,462.77	22.49%
001-4100-0000-614000-00	TRAVEL	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
	TOTAL CONTRACTUAL	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
001-4100-0000-741000-00	MATERIALS & SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL COMMODITIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CITY COUNCIL	\$94,620.00	\$5,364.78	\$20,157.23	\$74,462.77	21.30%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
001-4110-0-000-503	CITY RECORDER					
001-4110-0-000-504000-00	SALARIES	\$67,500.00	\$5,253.19	\$19,699.46	\$47,800.54	29.18%
001-4110-0-000-505000-00	FICA	\$4,185.00	\$301.80	\$1,132.50	\$3,052.50	27.06%
001-4110-0-000-506000-00	INSURANCE	\$22,000.00	\$1,551.64	\$6,132.62	\$15,867.38	27.88%
001-4110-0-000-506000-00	WV PERS. 457(b) PLAN	\$6,750.00	\$472.78	\$1,772.92	\$4,977.08	26.27%
001-4110-0-000-507000-00	MEDICARE	\$975.00	\$70.58	\$264.85	\$710.15	27.16%
001-4110-0-000-508000-00	WORKERS COMPENSATION	\$170.00	\$0.00	\$50.39	\$119.61	29.64%
001-4110-0-000-510000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL PERSONAL SERVICES	\$101,580.00	\$7,629.99	\$29,052.74	\$72,527.26	28.60%
001-4110-0-000-614000-00	TRAVEL	\$1,000.00	\$0.00	\$550.95	\$449.05	55.10%
001-4110-0-000-616000-00	MAINTENANCE OF EQUIPMENT	\$125,000.00	\$14,235.00	\$36,242.92	\$0.00	#DIV/0!
001-4110-0-000-620000-00	LEGAL & OTHER PUBLICATIONS	\$500.00	\$0.00	\$510.00	\$88,757.08	28.99%
001-4110-0-000-621000-00	TRAINING	\$0.00	\$0.00	\$0.00	(\$10,000.00)	102.00%
001-4110-0-000-623000-00	PROFESSIONAL SERVICES	\$10,000.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4110-0-000-623100-00	LEGAL FEES	\$25,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
001-4110-0-000-624000-00	AUDIT FEES	\$900,000.00	\$23,332.41	\$884,079.91	\$25,000.00	98.23%
001-4110-0-000-626000-00	CASUALTY & LIABILITY INSURANCE	\$55,000.00	\$500.00	\$1,243.68	\$53,756.32	2.26%
001-4110-0-000-630000-00	CONTRACTUAL SERVICES					
	TOTAL CONTRACTUAL	\$1,116,500.00	\$38,067.41	\$922,627.46	\$193,872.54	82.64%
001-4110-0-000-741000-00	MATERIALS & SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL COMMODITIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4110-0-000-959000-00	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CITY RECORDER	\$1,218,080.00	\$45,697.40	\$951,680.20	\$266,399.80	78.13%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
<u>CITY MANAGER</u>						
001-4120-0000-503	SALARIES	\$350,000.00	\$19,685.90	\$71,068.26	\$278,931.74	20.31%
001-4120-0000-504000-00	FICA	\$21,700.00	\$1,205.65	\$4,350.35	\$17,349.65	20.05%
001-4120-0000-505000-00	INSURANCE	\$45,000.00	\$1,755.04	\$7,028.64	\$37,971.36	15.62%
001-4120-0000-506000-00	WV PERS / 457(b) PLAN	\$35,000.00	\$1,771.75	\$6,356.19	\$28,603.81	18.27%
001-4120-0000-507000-00	MEDICARE	\$875.00	\$281.97	\$1,017.44	\$4,057.56	20.05%
001-4120-0000-508000-00	WORKERS COMPENSATION	\$0.00	\$0.00	\$201.62	\$673.38	23.04%
001-4120-0000-510000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL PERSONAL SERVICES	\$457,650.00	\$24,700.31	\$90,062.50	\$367,587.50	19.68%
001-4120-0000-611000-00	TELEPHONE	\$2,000.00	\$148.30	\$593.15	\$1,406.85	29.66%
001-4120-0000-614000-00	TRAVEL	\$5,000.00	\$444.00	\$1,442.97	\$3,557.03	28.86%
001-4120-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4120-0000-617000-00	MAINTENANCE OF VEHICLES	\$500.00	\$0.00	\$174.18	\$325.82	34.84%
001-4120-0000-621000-00	TRAINING/TUITION REIMBURSEMENT	\$1,500.00	\$0.00	\$1,454.00	\$46.00	96.93%
001-4120-0000-622000-00	DUES & SUBSCRIPTIONS (W/VM/L)	\$10,000.00	\$0.00	\$8,953.72	\$1,046.28	89.54%
001-4120-0000-623000-00	PROFESSIONAL SERVICES	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
	TOTAL CONTRACTUAL	\$19,250.00	\$592.30	\$12,618.02	\$6,631.98	65.55%
001-4120-0000-741000-00	MATERIALS & SUPPLIES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
001-4120-0000-743000-00	GASOLINE & OIL	\$1,000.00	\$138.30	\$385.53	\$616.47	38.35%
001-4120-0000-867000-00	REGION 9 PLANNING ASSESSMENT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL COMMODITIES & CONTRIBUTIONS	\$2,000.00	\$138.30	\$383.53	\$1,616.47	19.18%
001-4120-0000-989000-00	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CITY MANAGER	\$478,900.00	\$25,430.91	\$103,064.05	\$375,835.95	21.52%
	<u>CITY TREASURER</u>					
001-4130-0000-501000-00	SALARIES	\$1,500.00	\$125.00	\$500.00	\$1,000.00	33.33%
001-4130-0000-504000-00	FICA	\$95.00	\$7.75	\$31.00	\$64.00	32.63%
001-4130-0000-507000-00	MEDICARE	\$25.00	\$1.81	\$7.24	\$17.76	28.96%
001-4130-0000-508000-00	WORKERS COMPENSATION	\$10.00	\$0.00	\$0.73	\$9.27	7.30%
	TOTAL PERSONAL SERVICES	\$1,630.00	\$134.56	\$538.97	\$1,091.03	33.07%
	TOTAL CITY TREASURER	\$1,630.00	\$134.56	\$538.97	\$1,091.03	33.07%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
	<u>FINANCE DEPARTMENT</u>					
001-4140-0000-503	SALARIES	\$855,000.00	\$60,163.01	\$235,480.12	\$619,519.88	27.54%
001-4140-0000-504005-00	FICA	\$53,010.00	\$33,573.42	\$14,024.85	\$38,985.15	26.46%
001-4140-0000-505000-00	INSURANCE	\$175,000.00	\$12,901.84	\$45,938.22	\$129,061.78	26.25%
001-4140-0000-506000-00	WV PERS / 457(b) PLAN	\$85,500.00	\$5,414.70	\$19,802.24	\$65,697.76	23.18%
001-4140-0000-507000-00	MEDICARE	\$12,400.00	\$835.68	\$3,279.89	\$9,120.11	26.45%
001-4140-0000-508000-00	WORKERS COMPENSATION	\$2,155.00	\$0.00	\$417.55	\$1,717.45	19.56%
001-4140-0000-510000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	<u>TOTAL PERSONAL SERVICES</u>	<u>\$1,183,045.00</u>	<u>\$62,888.65</u>	<u>\$318,942.87</u>	<u>\$864,102.13</u>	<u>26.96%</u>
001-4140-0000-611000-00	TELEPHONE	\$750.00	\$55.77	\$223.06	\$526.94	29.74%
001-4140-0000-614000-00	TRAVEL	\$10,000.00	\$487.29	\$487.29	\$9,512.71	4.87%
001-4140-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4140-0000-621000-00	TRAINING	\$4,000.00	\$0.00	\$551.63	\$3,448.37	13.79%
001-4140-0000-622000-00	DUES & SUBSCRIPTIONS	\$1,500.00	\$0.00	\$475.00	\$1,025.00	31.67%
001-4140-0000-623000-00	PROFESSIONAL SERVICES	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
001-4140-0000-623100-00	LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4140-0000-630000-00	CONTRACTED SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	<u>TOTAL CONTRACTUAL</u>	<u>\$16,750.00</u>	<u>\$543.06</u>	<u>\$1,736.98</u>	<u>\$15,013.02</u>	<u>10.37%</u>
001-4140-0000-741000-00	MATERIALS & SUPPLIES	\$15,000.00	\$5,632.02	\$9,410.51	\$5,589.49	62.74%
	<u>TOTAL COMMODITIES</u>	<u>\$15,000.00</u>	<u>\$5,632.02</u>	<u>\$9,410.51</u>	<u>\$5,589.49</u>	<u>62.74%</u>
001-4140-0000-959000-00	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	<u>TOTAL CAPITAL OUTLAY</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>#DIV/0!</u>
	<u>TOTAL FINANCE DEPARTMENT</u>	<u>\$1,214,795.00</u>	<u>\$89,063.73</u>	<u>\$330,090.36</u>	<u>\$884,704.64</u>	<u>27.17%</u>

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
POLICE COURT						
001-4160-0000-503	SALARIES	\$315,000.00	\$17,874.61	\$71,333.02	\$243,866.98	22.65%
001-4160-0000-504000-00	FICA	\$19,530.00	\$1,072.95	\$4,277.07	\$15,252.93	21.90%
001-4160-0000-505000-00	INSURANCE	\$65,000.00	\$3,224.26	\$15,043.21	\$49,956.79	23.14%
001-4160-0000-506000-00	WV PERS / 457(b) PLAN	\$31,500.00	\$1,608.71	\$6,419.95	\$25,080.05	20.38%
001-4160-0000-507000-00	MEDICARE	\$4,565.00	\$250.95	\$1,000.29	\$3,564.71	21.91%
001-4160-0000-508000-00	WORKERS COMPENSATION	\$785.00	\$0.00	\$145.03	\$639.97	18.48%
	TOTAL PERSONAL SERVICES	\$436,380.00	\$24,031.48	\$98,218.57	\$338,161.43	22.51%
	TRAVEL	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
	TRAINING	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
	PROFESSIONAL SERVICES	\$2,000.00	\$258.51	\$1,260.97	\$739.03	63.05%
	LEGAL FEES & JURY COSTS	\$105,000.00	\$8,341.67	\$33,366.68	\$71,633.32	31.78%
	CONTRACTED SERVICES - JAIL FEES	\$105,000.00	\$9,308.52	\$36,655.96	\$68,344.04	34.91%
	TOTAL CONTRACTUAL	\$216,000.00	\$17,908.70	\$71,283.61	\$144,716.39	33.00%
	MATERIALS & SUPPLIES	\$6,000.00	\$324.39	\$1,089.73	\$4,910.27	18.16%
	TOTAL COMMODITIES	\$6,000.00	\$324.39	\$1,089.73	\$4,910.27	18.16%
	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4160-0000-741000-00						
001-4160-0000-859000-00	TOTAL POLICE COURT	\$658,380.00	\$42,264.57	\$170,591.91	\$487,788.09	25.91%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
001-4210-0000-623100-00	CITY ATTORNEY	\$50,000.00	\$3,333.34	\$19,413.36	\$30,581.64	38.84%
	LEGAL FEES	\$50,000.00	\$3,333.34	\$19,418.36	\$30,581.64	38.84%
	TOTAL CONTRACTUAL					
	TOTAL CITY ATTORNEY	\$50,000.00	\$3,333.34	\$19,418.36	\$30,581.64	38.84%
	COMMUNITY DEVELOPMENT (CDBG GRANT)					
001-4210-0000-503	SALARIES	\$0.00	\$2,124.84	\$6,374.45	(\$6,374.45)	#DIV/0!
001-4210-0000-504000-00	FICA	\$0.00	\$128.82	\$385.00	(\$385.00)	#DIV/0!
001-4210-0000-505000-00	INSURANCE	\$0.00	\$423.94	\$1,483.78	(\$1,483.78)	#DIV/0!
001-4210-0000-506000-00	WV PERS /457(b) PLAN	\$0.00	\$191.24	\$573.71	(\$573.71)	#DIV/0!
001-4210-0000-507000-00	MEDICARE	\$0.00	\$30.14	\$90.07	(\$90.07)	#DIV/0!
001-4210-0000-508000-00	WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4210-0000-510000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL PERSONAL SERVICES	\$0.00	\$2,898.98	\$8,907.01	(\$8,907.01)	#DIV/0!
001-4210-0000-611000-00	TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4210-0000-614000-00	TRAVEL	\$75.00	\$18.36	\$1,341.16	(\$591.16)	178.82%
001-4210-0000-616000-00	Maintenance of Equipment	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4210-0000-620000-00	LEGAL & OTHER PUBLICATIONS	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
001-4210-0000-621000-00	TRAINING	\$250.00	\$0.00	\$745.00	(\$495.00)	298.00%
001-4210-0000-622000-00	DUES & SUBSCRIPTIONS	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
001-4210-0000-623000-00	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$212.41	(\$212.41)	#DIV/0!
001-4210-0000-623100-00	LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4210-0000-630000-00	CONTRACTED SERVICES	\$60,858.00	\$6,062.50	\$33,187.50	\$27,670.50	54.53%
	TOTAL CONTRACTUAL	\$65,108.00	\$6,080.86	\$35,486.07	\$29,621.93	54.50%
001-4210-0000-741000-00	MATERIALS & SUPPLIES	\$1,000.00	\$154.03	\$154.03	\$845.97	15.40%
	TOTAL COMMODITIES	\$1,000.00	\$154.03	\$154.03	\$845.97	15.40%
001-4210-0000-959000-00	CAPITAL OUTLAY	\$264,432.00	\$5,275.00	\$16,525.00	\$247,907.00	6.25%
	TOTAL CAPITAL OUTLAY	\$264,432.00	\$5,275.00	\$16,525.00	\$247,907.00	6.25%
	TOTAL COMMUNITY DEVELOPMENT (CDBG GRANT)	\$330,540.00	\$14,408.87	\$61,072.11	\$269,467.89	18.48%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
<u>COMMUNITY DEVELOPMENT (HOME GRANT)</u>						
001-4211-0000-503	SALARIES	\$0.00	\$2,124.64	\$5,311.60	(\$5,311.60)	#DIV/0!
001-4211-0000-504000-00	FICA	\$0.00	\$128.80	\$322.00	(\$322.00)	#DIV/0!
001-4211-0000-505000-00	INSURANCE	\$0.00	\$423.92	\$1,059.80	(\$1,059.80)	#DIV/0!
001-4211-0000-506000-00	WV PERS 457(b) PLAN	\$0.00	\$191.22	\$478.05	(\$478.05)	#DIV/0!
001-4211-0000-507000-00	MEDICARE	\$0.00	\$30.12	\$75.30	(\$75.30)	#DIV/0!
001-4211-0000-508000-00	WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4211-0000-510000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL PERSONAL SERVICES	\$0.00	\$2,898.70	\$7,246.75	(\$7,246.75)	#DIV/0!
001-4211-0000-611000-00	TELEPHONE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4211-0000-614000-00	TRAVEL	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
001-4211-0000-616000-00	Maintenance of Equipment	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4211-0000-620000-00	Legal & Other Publications	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
001-4211-0000-621000-00	Training	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
001-4211-0000-622000-00	Dues & Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4211-0000-623000-00	Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4211-0000-623100-00	Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4211-0000-630000-00	Contracted Services	\$6,062.50	\$33,187.50	\$18,378.50	64.36%	
	TOTAL CONTRACTUAL	\$54,066.00	\$6,062.50	\$33,187.50	\$20,878.50	61.38%
001-4211-0000-741000-00	MATERIALS & SUPPLIES	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
	TOTAL COMMODITIES	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
001-4211-0000-859000-00	CAPITAL OUTLAY	\$487,497.00	\$0.00	\$49,473.75	\$438,023.25	10.15%
	TOTAL CAPITAL OUTLAY	\$487,497.00	\$0.00	\$49,473.75	\$438,023.25	10.15%
	TOTAL COMMUNITY DEVELOPMENT (HOME GRANT)	\$541,663.00	\$8,961.20	\$89,908.00	\$451,755.00	16.60%
<u>COMMUNITY DEVELOPMENT (COVID)</u>						
001-4212-0000-620000-00	LEGAL & OTHER PUBLICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4212-0000-622000-00	DUES & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4212-0000-630000-00	CONTRACTED SERVICES	\$0.00	\$232.42	\$232.42	(\$232.42)	#DIV/0!
	TOTAL CONTRACTUAL	\$0.00	\$0.00	\$232.42	(\$232.42)	#DIV/0!
001-4212-0000-741000-00	MATERIALS & SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL COMMODITIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4212-0000-859000-00	CAPITAL OUTLAY	\$0.00	\$3,133.83	\$4,663.72	(\$4,663.72)	#DIV/0!
	TOTAL CAPITAL OUTLAY	\$0.00	\$3,133.83	\$4,663.72	(\$4,663.72)	#DIV/0!
	TOTAL COMMUNITY DEVELOPMENT (COVID)	\$0.00	\$3,133.83	\$4,916.14	(\$4,916.14)	#DIV/0!

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
COMMUNITY DEVELOPMENT (HOME - ARPA)						
001-4213-0000-620000-00	LEGAL & OTHER PUBLICATIONS	\$0.00	\$0.00	\$221.41	(\$227.41)	#DIV/0!
001-4213-0000-622000-00	DUES & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4213-0000-630000-00	CONTRACTED SERVICES	\$0.00	\$357.60	\$1,619.70	(\$1,619.70)	#DIV/0!
	TOTAL CONTRACTUAL	\$0.00	\$357.60	\$1,847.11	(\$1,847.11)	#DIV/0!
001-4213-0000-741000-00	MATERIALS & SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL COMMODITIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4213-0000-959000-00	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL COMMUNITY DEVELOPMENT (HOME - ARPA)	\$0.00	\$357.60	\$1,847.11	(\$1,847.11)	#DIV/0!
HUMAN RESOURCES (HR) DEPARTMENT						
001-4220-0000-503	SALARIES	\$205,000.00	\$12,670.86	\$47,535.67	\$157,464.33	23.19%
001-4220-0000-504000-00	FICA	\$12,710.00	\$771.64	\$2,894.87	\$9,815.13	22.78%
001-4220-0000-505000-00	INSURANCE	\$45,000.00	\$1,701.32	\$6,810.12	\$38,189.88	15.13%
001-4220-0000-506000-00	WV PERS /457(b) PLAN	\$20,500.00	\$1,140.38	\$4,278.22	\$16,221.78	20.87%
001-4220-0000-507000-00	MEDICARE	\$2,970.00	\$180.46	\$677.01	\$2,292.99	22.79%
001-4220-0000-508000-00	WORKERS COMPENSATION	\$515.00	\$0.00	\$90.24	\$424.76	17.52%
	TOTAL PERSONAL SERVICES	\$286,695.00	\$16,464.66	\$62,286.13	\$224,408.87	21.73%
001-4220-0000-611000-00	TELEPHONE	\$550.00	\$40.80	\$163.18	\$386.82	29.67%
001-4220-0000-614000-00	TRAVEL	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
001-4220-0000-621000-00	TRAINING	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
001-4220-0000-622000-00	DUES & SUBSCRIPTIONS	\$600.00	\$0.00	\$0.00	\$500.00	0.00%
001-4220-0000-623000-00	PROFESSIONAL SERVICES	\$500.00	\$150.00	\$50.00	\$350.00	30.00%
001-4220-0000-623100-00	LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4220-0000-630000-00	CONTRACTED SERVICES	\$61,000.00	\$0.00	\$0.00	\$61,000.00	0.00%
	TOTAL CONTRACTUAL	\$65,550.00	\$190.80	\$313.18	\$65,236.82	0.48%
001-4220-0000-741000-00	MATERIALS & SUPPLIES	\$3,000.00	\$0.00	\$106.93	\$2,893.07	3.56%
	TOTAL COMMODITIES	\$3,000.00	\$0.00	\$106.93	\$2,893.07	3.56%
001-4220-0000-959000-00	CAPITAL OUTLAY	\$17,500.00	\$0.00	\$0.00	\$17,500.00	0.00%
	TOTAL CAPITAL OUTLAY	\$17,500.00	\$0.00	\$0.00	\$17,500.00	0.00%
	TOTAL HUMAN RESOURCES (HR) DEPARTMENT	\$372,745.00	\$16,655.46	\$62,706.24	\$310,038.76	16.82%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
CITY PLANNING						
001-4370-0000-503	SALARIES	\$645,000.00	\$47,705.63	\$193,587.93	\$451,412.07	30.01%
001-4370-0000-504000-00	FICA	\$39,980.00	\$2,904.61	\$11,805.03	\$28,184.97	29.52%
001-4370-0000-505000-00	INSURANCE	\$80,000.00	\$5,251.44	\$21,051.13	\$58,948.87	26.31%
001-4370-0000-506000-00	WV PERS 457(b) PLAN	\$64,500.00	\$4,293.49	\$15,955.08	\$48,541.92	24.74%
001-4370-0000-507000-00	MEDICARE	\$9,350.00	\$679.29	\$2,766.80	\$6,589.20	29.53%
001-4370-0000-508000-00	WORKERS COMPENSATION	\$16,125.00	\$0.00	\$5,155.02	\$10,989.98	31.97%
001-4370-0000-510000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL PERSONAL SERVICES	\$854,965.00	\$60,834.46	\$250,317.99	\$604,647.01	29.28%
001-4370-0000-611000-00	TELEPHONE	\$12,000.00	\$764.90	\$2,735.78	\$9,264.22	22.80%
001-4370-0000-614000-00	TRAVEL	\$5,000.00	\$192.10	\$1,892.72	\$3,107.28	37.85%
001-4370-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4370-0000-617000-00	MAINTENANCE OF VEHICLES	\$5,000.00	\$36.00	\$1,247.76	\$3,752.24	24.96%
001-4370-0000-620000-00	LEGAL & OTHER PUBLICATIONS	\$2,000.00	\$156.15	\$483.50	\$1,511.50	24.43%
001-4370-0000-621000-00	TRAINING	\$6,000.00	\$240.00	\$1,394.00	\$4,606.00	23.23%
001-4370-0000-622000-00	DUES & SUBSCRIPTIONS	\$3,000.00	\$0.00	\$110.00	\$2,890.00	3.67%
001-4370-0000-623000-00	PROFESSIONAL SERVICES	\$20,000.00	\$0.00	(\$127,370.87)	\$147,370.87	-636.85%
001-4370-0000-623100-00	LEGAL FEES	\$35,000.00	\$2,583.33	\$10,333.32	\$24,666.68	29.52%
001-4370-0000-630000-00	CONTRACTED SERVICES	\$170,000.00	\$1,969.00	\$2,709.00	\$167,291.00	1.59%
	TOTAL CONTRACTUAL	\$258,000.00	\$5,941.48	(\$106,459.79)	\$364,459.79	-41.26%
001-4370-0000-741000-00	MATERIALS & SUPPLIES	\$10,000.00	\$385.64	\$1,493.94	\$8,506.06	14.94%
001-4370-0000-743000-00	GASOLINE & OIL	\$6,000.00	\$399.50	\$1,483.54	\$4,516.46	24.73%
001-4370-0000-745000-00	UNIFORMS	\$6,000.00	\$0.00	\$698.48	\$5,301.52	11.64%
	TOTAL COMMODITIES	\$22,000.00	\$785.14	\$3,675.96	\$18,324.04	16.71%
001-4370-0000-868000-00	CONTRIBUTIONS - BROWNFIELDS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4370-0000-959000-00	CAPITAL OUTLAY	\$125,000.00	\$0.00	\$0.00	\$125,000.00	0.00%
	TOTAL CAPITAL OUTLAY	\$125,000.00	\$0.00	\$0.00	\$125,000.00	0.00%
	TOTAL CITY PLANNING	\$1,259,965.00	\$67,561.08	\$147,534.16	\$1,112,430.84	11.71%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
<u>CITY HALL</u>						
001-4400-0000-502000-00	SALARIES - MERIT POOL	\$500,000.00	\$0.00	\$0.00	\$500,000.00	0.00%
001-4400-0000-503	SALARIES	\$46,500.00	\$1,752.76	\$14,644.62	\$31,855.38	31.49%
001-4400-0000-504000-00	FICA	\$2,885.00	\$102.79	\$85.90	\$1,999.10	30.71%
001-4400-0000-505000-00	INSURANCE	\$51,250.00	\$3,514.92	\$8,733.82	\$42,516.18	17.04%
001-4400-0000-506000-00	WV PERS / 457(b) PLAN	\$4,650.00	\$328.68	\$1,235.55	\$3,417.45	26.51%
001-4400-0000-507000-00	MEDICARE	\$675.00	\$24.03	\$207.15	\$467.85	30.68%
001-4400-0000-508000-00	WORKERS COMPENSATION	\$1,395.00	(\$47.01)	\$556.76	\$838.24	39.91%
	TOTAL PERSONAL SERVICES	\$607,355.00	\$5,676.17	\$26,260.80	\$581,094.20	4.32%
001-4400-0000-611000-00	TELEPHONE	\$30,000.00	\$2,310.50	\$8,946.40	\$21,053.60	29.82%
001-4400-0000-613000-00	UTILITIES	\$100,000.00	\$6,429.76	\$24,176.53	\$75,923.47	24.19%
001-4400-0000-615000-00	MAINTENANCE OF BUILDING	\$15,000.00	\$0.00	\$1,056.24	\$13,943.76	7.04%
001-4400-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$20,000.00	\$0.00	\$3,491.79	\$16,508.21	17.46%
001-4400-0000-618000-00	POSTAGE	\$85,000.00	\$12,118.75	\$25,803.00	\$59,197.00	30.36%
001-4400-0000-622000-00	DUES & SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4400-0000-623000-00	PROFESSIONAL SERVICES	\$480,000.00	\$28,430.54	\$110,423.20	\$369,576.80	23.00%
001-4400-0000-623000-00	CONTRACTED SERVICES	\$235,000.00	\$11,727.40	\$125,515.61	\$109,384.39	53.41%
	TOTAL CONTRACTUAL	\$965,000.00	\$61,016.95	\$299,412.77	\$665,587.23	31.03%
001-4400-0000-630000-00	MATERIALS & SUPPLIES	\$84,894.00	\$886.63	\$18,197.08	\$66,596.92	21.44%
001-4400-0000-745000-00	UNIFORMS	\$10,000.00	\$692.98	\$2,254.49	\$7,745.51	22.54%
	TOTAL COMMODITIES	\$94,894.00	\$1,579.61	\$20,451.57	\$74,442.43	21.55%
001-4400-0000-866100-00	CONTRIBUTIONS - TRAIN STATION FUND	\$70,000.00	\$4,960.00	\$16,120.00	\$53,880.00	23.03%
001-4400-0000-866200-00	CONTRIBUTIONS - RETIREMENT CONTINGENCY	\$200,000.00	\$0.00	\$0.00	\$200,000.00	0.00%
001-4400-0000-866300-00	CONTRIBUTIONS - GENERAL DEVELOPMENT	\$819,670.00	\$0.00	\$0.00	\$819,670.00	0.00%
001-4400-0000-866400-00	CONTRIBUTIONS - COMPUTER SYSTEM FUND	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
001-4400-0000-866500-00	CONTRIBUTIONS - SANITATION FUND	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-4400-0000-866700-00	CONTRIBUTIONS - HEALTH INSURANCE TRUST (OPEB)	\$60,000.00	\$0.00	\$0.00	\$60,000.00	#DIV/0!
001-4400-0000-866800-00	CONTRIBUTIONS - COMMUNITY DEVELOPMENT FUND	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	100.00%
	TOTAL CONTRIBUTIONS	\$1,259,670.00	\$14,960.00	\$26,120.00	\$1,233,550.00	2.07%
001-4400-0000-959000-00	CAPITAL OUTLAY- CITYWIDE NEEDS	\$7,10,000.00	\$129,150.25	\$525,089.03	\$1,184,910.97	30.71%
	TOTAL CAPITAL OUTLAY	\$7,170,000.00	\$129,150.25	\$525,089.03	\$1,184,910.97	30.71%
	TOTAL CITY HALL	\$4,636,919.00	\$212,382.98	\$697,334.17	\$3,739,584.83	19.35%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
001-7000-0000-503	POLICE DEPARTMENT					
001-7000-0000-504000-00	SALARIES	\$3,725,000.00	\$265,521.73	\$1,064,069.52	\$2,660,930.48	28.57%
001-7000-0000-505000-00	FICA	\$31,000.00	\$2,109.11	\$7,822.16	\$23,177.84	25.23%
001-7000-0000-505000-00	INSURANCE	\$1,010,000.00	\$78,689.70	\$296,927.21	\$713,072.79	29.40%
001-7000-0000-506000-00	WV PERS 457(b) PLAN	\$50,000.00	\$3,232.03	\$11,986.34	\$38,003.66	23.98%
001-7000-0000-506100-00	POLICE PENSION - RETIREMENT CONTRIBUTION	\$1,392,357.00	\$0.00	\$700,000.00	\$692,357.00	50.27%
001-7000-0000-506200-00	WV MPFRS	\$0.00	\$1,183.47	\$1,278.14	(\$1,278.14)	#DIV/0!
001-7000-0000-506300-00	MEDICARE	\$54,010.00	\$3,443.49	\$14,941.62	\$39,068.38	27.66%
001-7000-0000-507000-00	WORKERS COMPENSATION	\$83,810.00	\$0.00	\$23,813.23	\$59,986.77	28.41%
001-7000-0000-508000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-510000-00	TOTAL PERSONAL SERVICES	\$6,346,177.00	\$354,179.53	\$2,120,848.22	\$4,225,328.78	33.42%
001-7000-0000-611000-00	TELEPHONE	\$40,000.00	\$3,922.51	\$14,726.69	\$25,273.31	36.82%
001-7000-0000-613000-00	UTILITIES	\$90,000.00	\$1,678.83	\$20,286.49	\$69,713.51	22.54%
001-7000-0000-614000-00	TRAVEL	\$20,000.00	\$4,464.85	\$4,931.69	\$14,058.31	24.66%
001-7000-0000-615000-00	MAINTENANCE OF BUILDING	\$10,000.00	\$4,873.94	\$6,648.12	\$3,351.88	66.48%
001-7000-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$10,000.00	\$0.00	\$385.40	\$9,614.60	3.85%
001-7000-0000-617000-00	MAINTENANCE OF EQUIPMENT	\$75,000.00	\$1,877.78	\$6,733.14	\$68,286.86	8.98%
001-7000-0000-618000-00	EQUIPMENT RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-620000-00	PUBLICATIONS	\$20,000.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-621000-00	TRAINING	\$75,000.00	\$175.00	\$8,681.04	\$11,318.96	43.41%
001-7000-0000-622000-00	DUES & SUBSCRIPTIONS	\$2,500.00	\$0.00	\$100.00	\$2,400.00	4.00%
001-7000-0000-623000-00	PROFESSIONAL SERVICES	\$610,000.00	\$36,157.77	\$130,368.99	\$479,631.01	21.37%
001-7000-0000-624000-00	CONTRACTED SERVICES	\$280,000.00	\$8,123.78	\$40,578.34	\$219,421.66	15.61%
001-137,500.00	TOTAL CONTRACTUAL	\$1,137,500.00	\$62,584.46	\$233,439.90	\$904,060.10	20.52%
001-7000-0000-741	MATERIALS & SUPPLIES	\$65,000.00	\$6,467.50	\$15,518.94	\$49,481.06	23.88%
001-7000-0000-743000-00	GASOLINE & OIL	\$120,000.00	\$7,715.78	\$14,328.15	\$105,671.85	11.94%
001-7000-0000-745000-00	UNIFORMS	\$50,000.00	\$2,415.26	\$7,662.35	\$22,337.65	25.54%
001-185,000.00	TOTAL COMMODITIES	\$215,000.00	\$16,598.54	\$37,509.44	\$177,490.56	17.45%
001-7000-0000-866000-00	CONTRIBUTIONS TO OTHER FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-867000-00	CONTRIBUTIONS - COPS GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-868000-01	CONTRIBUTIONS - CTSP GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-868000-02	CONTRIBUTIONS - TASK FORCE GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-868000-03	CONTRIBUTIONS - BULLET PROOF VEST GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-868000-05	CONTRIBUTIONS - HOMELAND SECURITY GRANT	\$185,000.00	\$11,147.13	\$59,160.33	\$125,839.67	31.98%
001-7000-0000-868000-08	CONTRIBUTIONS - FBI GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7000-0000-868000-09	CONTRIBUTIONS - WV DEVELOPMENT GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-185,000.00	TOTAL CONTRIBUTIONS	\$185,000.00	\$11,147.13	\$59,160.33	\$125,839.67	31.98%
001-7000-0000-955000-00	CAPITAL OUTLAY	\$260,300.00	\$0.00	\$0.00	\$260,300.00	0.00%
001-143,977.00	TOTAL CAPITAL OUTLAY	\$260,300.00	\$0.00	\$0.00	\$260,300.00	0.00%
001-143,977.00	TOTAL POLICE DEPARTMENT	\$8,143,977.00	\$444,509.66	\$2,450,957.89	\$5,693,019.11	30.10%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
FIRE DEPARTMENT						
001-7060-0000-503	Salaries	\$2,925,000.00	\$17,867.46	\$820,346.58	\$2,104,653.42	28.05%
001-7060-0000-504000-00	FICA	\$10,015.00	\$763.50	\$2,910.14	\$7,104.86	29.06%
001-7060-0000-508000	INSURANCE	\$805,000.00	\$59,689.89	\$261,433.42	\$543,566.58	32.48%
001-7060-0000-506000-00	WV PERS /457(b) PLAN	\$16,155.00	\$1,145.96	\$4,256.44	\$11,898.56	26.35%
001-7060-0000-506200	FIRE PENSION - RETIREMENT CONTRIBUTION	\$1,634,755.00	\$0.00	\$0.00	\$1,634,755.00	0.00%
001-7060-0000-507000	MEDICARE	\$42,415.00	\$2,464.69	\$11,351.00	\$31,064.00	26.76%
001-7060-0000-508000	WORKERS COMPENSATION	\$80,435.00	(\$3,407.93)	\$33,409.85	\$47,025.15	41.54%
	TOTAL PERSONAL SERVICES	\$5,513,775.00	\$238,552.57	\$1,133,707.43	\$4,380,067.57	20.56%
001-7060-0000-611000	TELEPHONE UTILITIES	\$25,000.00	\$2,012.24	\$6,467.13	\$18,532.87	25.87%
001-7060-0000-613000	TRAVEL	\$70,000.00	\$10,138.72	\$20,032.52	\$9,967.48	28.62%
001-7060-0000-614000	MAINTENANCE OF BUILDING	\$15,000.00	\$2,621.17	\$5,895.45	\$9,104.55	39.30%
001-7060-0000-615000	MAINTENANCE OF EQUIPMENT	\$30,000.00	\$3,888.64	\$9,226.50	\$20,773.50	30.76%
001-7060-0000-616000	MAINTENANCE OF VEHICLES	\$50,000.00	(\$241.73)	\$10,644.29	\$39,355.71	21.29%
001-7060-0000-617000	TRAINING	\$80,000.00	\$128.75	\$17,963.69	\$62,036.31	22.45%
001-7060-0000-621000	DOES & SUBSCRIPTIONS	\$30,000.00	(\$11,913.63)	\$6,395.65	\$23,604.35	21.32%
001-7060-0000-622000	PROFESSIONAL SERVICES	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
001-7060-0000-623000	CONTRACTED SERVICES	\$70,000.00	\$13,636.47	\$35,815.66	\$34,184.34	51.17%
001-7060-0000-630000		\$25,000.00	\$2,152.29	\$12,193.14	\$12,806.86	48.77%
	TOTAL CONTRACTUAL	\$398,000.00	\$22,422.92	\$124,634.03	\$273,365.97	31.32%
001-7060-0000-741000	MATERIALS & SUPPLIES	\$50,000.00	(\$4,347.34)	\$16,345.43	\$33,654.57	32.68%
001-7060-0000-743000	GASOLINE & OIL	\$20,000.00	(\$528.65)	\$5,098.03	\$14,901.97	25.49%
001-7060-0000-745000	UNIFORMS	\$40,000.00	(\$4,061.03)	\$19,172.96	\$20,827.04	47.93%
	TOTAL COMMODITIES	\$110,000.00	(\$18,937.02)	\$40,616.42	\$69,383.58	36.92%
001-7060-0000-866000-00	CONTRIBUTIONS TO OTHER FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7060-0000-866600-00	CONTRIBUTIONS - FIRE / EMS FUND	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7060-0000-868000-05	CONTRIBUTIONS HOMELAND SECURITY GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7060-0000-868000-07	CONTRIBUTIONS - FEMA GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7060-0000-868000-49	CONTRIBUTIONS - WV DEVELOPMENT GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7060-0000-959000	CAPITAL OUTLAY	\$1,275,000.00	\$0.00	\$0.00	\$1,275,000.00	0.00%
	TOTAL CAPITAL OUTLAY	\$7,296,775.00	\$242,038.47	\$1,298,957.88	\$5,997,817.12	17.80%
	TOTAL FIRE DEPARTMENT					

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
	<u>ANIMAL WARDEN</u>					
001-7070-0000-613000-00	UTILITIES	\$1,000.00	\$26.01	\$78.02	\$921.98	7.80%
001-7070-0000-615000-00	Maintenance of Building	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7070-0000-630000-00	Contracted Services	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CONTRACTUAL	\$1,000.00	\$26.01	\$78.02	\$921.98	7.80%
	TOTAL ANIMAL WARDEN	\$1,000.00	\$26.01	\$78.02	\$921.98	7.80%

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
001-7500-0000-611000-00	STREET DEPARTMENT					
001-7500-0000-504000-00	SALARIES	\$955,000.00	\$58,406.54	\$243,890.47	\$711,109.53	25.54%
001-7500-0000-504000-00	FICA	\$59,210.00	\$3,971.98	\$15,617.41	\$43,592.59	26.38%
001-7500-0000-505000-00	INSURANCE	\$250,000.00	\$23,763.34	\$92,039.88	\$157,960.12	36.82%
001-7500-0000-506000-00	WV PERS / 457(b) PLAN	\$92,500.00	\$6,231.64	\$23,157.94	\$69,342.06	25.04%
001-7500-0000-507000-00	MEDICARE	\$13,845.00	\$928.94	\$3,652.44	\$10,192.56	26.38%
001-7500-0000-508000-00	WORKERS COMPENSATION	\$33,425.00	\$0.00	\$12,122.48	\$21,302.52	36.27%
	TOTAL PERSONAL SERVICES	\$1,403,980.00	\$93,302.44	\$390,480.62	\$1,013,499.38	27.81%
001-7500-0000-611000-00	TELEPHONE (1/2)	\$2,000.00	\$140.13	\$534.77	\$1,465.23	26.74%
001-7500-0000-613000-00	UTILITIES (1/2) & STREET LIGHTING	\$300,000.00	\$27,368.51	\$84,027.00	\$215,973.00	28.01%
001-7500-0000-614000	TRAVEL	\$3,000.00	\$373.26	\$926.74	\$2,073.26	30.89%
001-7500-0000-615000-00	MAINTENANCE OF BUILDING	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
001-7500-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$25,000.00	\$237.86	\$1,177.68	\$23,822.32	4.71%
001-7500-0000-617000-00	MAINTENANCE OF VEHICLES	\$70,000.00	\$1,606.83	\$13,378.18	\$56,621.82	19.11%
001-7500-0000-621000	TRAINING	\$1,000.00	\$75.00	\$2,795.00	(\$1,795.00)	279.50%
001-7500-0000-622000	DUES & SUBSCRIPTIONS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
001-7500-0000-623000	PROFESSIONAL SERVICES	\$93,000.00	\$4,065.63	\$10,343.12	\$82,056.88	11.12%
001-7500-0000-630000	CONTRACTED SERVICES	\$1,782,500.00	\$627.85	\$177,084.76	\$1,605,415.24	9.93%
	TOTAL CONTRACTUAL	\$2,282,500.00	\$64,495.07	\$290,267.25	\$1,992,232.75	12.72%
001-7500-0000-611000-00	MATERIALS & SUPPLIES	\$125,000.00	\$3,438.97	\$36,011.29	\$88,988.71	28.81%
001-7500-0000-612000-00	GASOLINE & OIL	\$50,000.00	\$4,109.15	\$11,767.27	\$38,232.73	23.53%
001-7500-0000-613000-00	UNIFORMS	\$40,000.00	\$4,611.45	\$11,840.44	\$28,159.56	29.60%
	TOTAL COMMODITIES	\$215,000.00	\$22,159.57	\$59,619.00	\$155,381.00	27.73%
001-7500-0000-866000-00	CONTRIBUTIONS TO OTHER FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7500-0000-868000-00	CONTRIBUTIONS - GRANT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
001-7500-0000-959000-00	CAPITAL OUTLAY	\$357,000.00	\$45,471.26	\$85,498.17	\$271,501.83	23.95%
	TOTAL CAPITAL OUTLAY	\$357,000.00	\$45,471.26	\$85,498.17	\$271,501.83	23.95%
	TOTAL STREET DEPARTMENT	\$4,258,480.00	\$195,428.34	\$825,865.04	\$3,432,614.96	19.39%

NEW ACCOUNT #	DESCRIPTION	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE
001-4190-0000-867000-00	MAIN STREET	\$25,000.00	\$54,461.63	\$45,538.37
001-4350-0000-867000-00	REGION 9 PLANNING	\$17,651.00	\$17,650.38	\$0.62
001-5670-0000-867000-00	PUBLIC GROUNDS	\$0.00	\$0.00	100.00%
001-5900-0000-867000-00	MARKET HOUSE FUND	\$0.00	\$0.00	#DIV/0!
001-7011-0000-867000-00	BERKELEY COUNTY HUMANE SOCIETY	\$0.00	\$0.00	#DIV/0!
001-7510-0000-867000-00	LIGHTING/GOLD MILL/SIGNAGE FUND	\$0.00	\$0.00	#DIV/0!
001-7580-0000-867000-00	AIRPORT	\$15,000.00	\$3,750.00	\$11,250.00
001-7581-0000-867000-00	CIVIL AIR PATROL	\$0.00	\$0.00	\$0.00
001-7590-0000-867000-00	PANTRAN	\$55,000.00	\$13,750.00	\$41,250.00
001-7600-0000-867000-00	INLAND PORT AUTHORITY	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	HEALTH DEPARTMENT	\$40,000.00	\$10,000.00	\$30,000.00
001-8040-0000-867000-00	HEALTHY SMILES DENTAL CENTER	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	HOSPICE OF THE PANHANDLE	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	MARTINSBURG INITIATIVE	\$5,000.00	\$37,668.63	\$91,157.20
001-8040-0000-867000-00	RECREATION BOARD (REC. CENTER)	\$925,000.00	\$274,543.04	\$556,811.85
001-8040-0000-867000-00	RECREATION BOARD - LWCF GRANT	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	VISITORS BUREAU	\$375,000.00	\$20,375.39	\$247,188.15
001-8040-0000-867000-00	APPLE HARVEST FESTIVAL	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	SUMMER RAMER HERITAGE	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	APOLLO THEATRE	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	THE ARTS CENTRE	\$0.00	\$0.00	\$0.00
001-8040-0000-867000-00	BOYS & GIRLS CLUB	\$0.00	\$0.00	\$0.00
001-9010-0000-867000-00	MARTINSBURG LITTLE LEAGUE	\$0.00	\$0.00	\$0.00
001-9030-0000-867000-00	FRIENDS OF THE NORWALK FOUNDATION	\$0.00	\$0.00	\$0.00
001-9050-0000-867000-00	ADAM STEPHENS MEMORIAL ASSOCIATION	\$3,750.00	\$937.50	\$2,812.50
001-9060-0000-867000-00	BERK. CO. HISTORICAL SOCIETY	\$0.00	\$0.00	\$0.00
001-9061-0000-867000-00	SHADE TREE COMMISSION	\$0.00	\$0.00	\$1,250.00
001-9070-0000-867000-00	BERKELEY SENIOR SERVICES	\$5,000.00	\$0.00	\$3,750.00
001-9071-0000-867000-00	CASA OF EASTERN PANHANDLE	\$0.00	\$0.00	\$0.00
001-9072-0000-867000-00	UNITED WAY	\$0.00	\$0.00	\$0.00
001-9110-0000-867000-00	AFFIRMATIVE ACTION	\$1,000.00	\$0.00	\$1,000.00
001-9530-0000-867000-00	PUBLIC LIBRARY	\$165,370.00	\$41,342.34	\$124,027.66
	TOTAL OUTSIDE AGENCIES	\$1,707,771.00	\$357,587.06	\$903,922.75
	CONTINGENCIES			
001-0000-0000-867000-00	CONTINGENCIES	\$4,745.00	\$0.00	\$4,745.00
	TOTAL CONTINGENCIES	\$4,745.00	\$0.00	\$4,745.00
	TOTAL EXPENDITURES	\$32,579,715.00	\$1,789,064.19	\$8,398,874.02
	REGIONAL JAIL FUND		\$2,019.38	
	LETF		\$124.93	
	CVRF		\$482.52	
	CCF		\$216.86	
	TEEN FUND		\$624.83	
	EXPENSE REIMBURSED		\$269.31	
	COURT REFUNDS		\$467,438.42	
	MISCELLANEOUS REVENUE REFUNDS		\$2,562.00	
	FIRE FEE REFUNDS		\$365.00	
	SIDEWALK LOAN REIMBURSEMENTS		\$16.20	
			\$354.16	
	GRAND TOTAL MONTHLY EXPENDITURES		\$2,263,537.80	

Prepared By: Finance Department

GENERAL FUND EXPENDITURES FOR THE MONTH OF:

OCTOBER 2024

Computer Payables.....	\$947,574.54
Voided Check #41926.....	(\$990.00)
Payroll - 10/4/2024.....	\$314,564.78
F.I.C.A. - 10/4/2024.....	\$191.84
Payroll - 10/4/2024.....	\$362,675.03
F.I.C.A. - 10/4/2024.....	\$8,871.78
Payroll - 10/18/2024.....	\$374,418.86
F.I.C.A. - 10/18/2024.....	\$8,899.46
Medicare @ 1.45%.....	\$10,239.37
Health Insurance.....	\$205,215.58
WV PERS Pension Plan.....	\$27,084.57
WV MPFRS Pension Plan.....	\$1,183.47
WV State Treasurer's Office - Municipal Court Remittance.....	\$3,468.52
Invoice Cloud - Credit Card Monthly Access Fee.....	\$140.00
GRAND TOTAL GENERAL FUND EXPENDITURES.....	<u>\$2,263,537.80</u>

Prepared By: Finance Dept.

COAL SEVERANCE TAX FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
002-0000-0000-328700-00	COMMITTED FUND BALANCE	\$86,335.00	\$0.00	\$50,000.00	(\$50,000.00)	#DIV/0!
002-0000-0000-328800-00	ASSIGNED FUND BALANCE	\$86,335.00	\$0.00	\$36,336.50	\$49,988.50	42.09%
002-0000-0000-328900-00	UNASSIGNED BALANCE	\$86,335.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-0000-0000-431000-00	TAX ENTITLEMENTS	\$88,000.00	\$15,913.26	\$15,913.26	\$72,086.74	18.08%
002-0000-0000-436500-00	FEDERAL GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-0000-0000-436900-00	CONTRIBUTIONS - GENERAL FUND	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	100.00%
002-0000-0000-438000-00	INTEREST EARNED	\$2,000.00	\$268.18	\$1,059.62	\$940.38	52.98%
002-0000-0000-439900-00	MISCELLANEOUS REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL RECEIPTS	<u>\$186,335.00</u>	<u>\$26,161.44</u>	<u>\$113,309.38</u>	<u>\$73,025.62</u>	<u>60.81%</u>

COAL SEVERANCE TAX FUND EXPENDITURES - FY 2024-2025

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
002-4020-0000-866000-00	CITY ECONOMIC DEVELOPMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-4350-0000-867000-00	EASTERN PANHANDLE REGION 9 DEVELOPMENT AUTHORITY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-4360-0000-867000-00	CITY HALL - CONT. (NON-PROFITS)	\$100,000.00	\$0.00	\$0.00	\$100,000.00	#DIV/0!
002-4400-0000-859000-00	CITY HALL - CAPITAL OUTLAYS	\$36,335.00	\$0.00	\$0.00	\$36,335.00	0.00%
002-4420-0000-866000-00	TRAIN STATION - CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-5710-0000-959000-00	PARKING - CAPITAL OUTLAYS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-7071-0000-867000-00	BERKELEY COUNTY HUMANE SOCIETY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-7580-0000-867000-00	AIRPORT AUTHORITY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-7600-0000-867000-00	INLAND PORT AUTHORITY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-8030-0000-867000-00	HEALTH DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-8040-0000-867000-00	MARTINSBURG INITIATIVE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-8040-0000-868000-00	BERKELEY COUNTY BACKPACK PROGRAM	\$0.00	\$4,000.00	\$4,000.00	(\$4,000.00)	#DIV/0!
002-8040-0000-868000-00	GOOD SAMARITAN FREE CLINIC	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-8040-0000-868000-00	MARTINSBURG SUNRISE ROTARY	\$0.00	\$6,800.00	\$6,800.00	(\$6,800.00)	#DIV/0!
002-8040-0000-868000-00	PEOPLE OF WORTH	\$0.00	\$4,000.00	\$4,000.00	(\$4,000.00)	#DIV/0!
002-8040-0000-868000-00	PANHANDLE HOME HEALTH	\$0.00	\$4,000.00	\$4,000.00	(\$4,000.00)	#DIV/0!
002-9030-0000-867000-00	APPLE HARVEST FESTIVAL	\$0.00	\$10,000.00	\$10,000.00	(\$10,000.00)	#DIV/0!
002-9060-0000-868000-00	BERKELEY ARTS COUNCIL	\$0.00	\$12,500.00	\$12,500.00	(\$12,500.00)	#DIV/0!
002-9060-0000-868000-00	APOLLO THEATRE	\$45,000.00	\$0.00	\$0.00	\$42,500.00	5.56%
002-9061-0000-867000-00	THE ARTS CENTRE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-9070-0000-867000-00	BOYS & GIRLS CLUB	\$0.00	\$20,000.00	\$20,000.00	(\$20,000.00)	#DIV/0!
002-9071-0000-867000-00	MARTINSBURG LITTLE LEAGUE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-9073-0000-867000-00	THE BEE-HIVE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-9074-0000-868000-00	STARS THAT SHINE	\$0.00	\$4,000.00	\$4,000.00	(\$4,000.00)	#DIV/0!
002-9074-0000-868000-00	SLEEP IN HEAVENLY PEACE	\$0.00	\$2,500.00	\$2,500.00	(\$2,500.00)	#DIV/0!
002-9074-0000-868000-00	COMMUNITY COMBINED MINISTRIES	\$0.00	\$4,000.00	\$4,000.00	(\$4,000.00)	#DIV/0!
002-9090-0000-867000-00	ADAM STEPHENS MEMORIAL ASSOC.	\$5,000.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-9091-0000-868000-00	FOR THE KIDS BY GEORGE MUSEUM	\$0.00	\$15,000.00	\$20,000.00	(\$15,000.00)	400.00%
002-9092-0000-868000-00	BERK. CO. ROUNDHOUSE AUTHORITY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-9500-0000-866000-00	SHADE TREE FUND	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
002-9510-0000-867000-00	BERKELEY SENIOR SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL EXPENDITURES	<u>\$186,335.00</u>	<u>\$91,800.00</u>	<u>\$99,300.00</u>	<u>\$87,035.00</u>	<u>53.29%</u>
	CASH BALANCE - OCTOBER 31, 2024				<u>\$14,009.38</u>	

Prepared By: Finance Department

POLICE LEVY FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
		BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
004-0000-0000-329700-00	COMMITTED FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
004-0000-0000-329900-00	UNASSIGNED BALANCE	\$0.00	\$0.00	\$1,318,337.95	(\$1,318,337.95)	#DIV/0!
004-0000-0000-4301	PROPERTY & STATE UTILITY TAXES	\$1,682,535.00	\$274,381.18	\$1,028,144.52	\$654,390.48	61.11%
004-0000-0000-433200-00	IRP FEES	\$30,000.00	\$1,944.77	\$3,864.48	\$26,135.52	12.88%
004-0000-0000-436500-00	FEDERAL GRANTS - POLICE DEPT.	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
004-0000-0000-436550-00	FEDERAL GRANTS - COVID	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
004-0000-0000-438000-00	INTEREST EARNED	\$22,465.00	\$6,468.62	\$20,499.30	\$1,965.70	91.25%
004-0000-0000-439900-00	MISCELLANEOUS REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL RECEIPTS	\$1,735,000.00	\$282,794.57	\$2,370,846.25	(\$635,846.25)	136.65%
	EXPENSE REIMBURSED		\$17,953.38			
	GRAND TOTAL RECEIPTS		\$300,747.95			
POLICE LEVY FUND EXPENDITURES - FY 2024-2025						
NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
004-7000-0000-503	SALARIES	\$835,000.00	\$61,997.98	\$237,886.03	\$597,113.97	28.49%
004-7000-0000-504000-00	FICA	\$11,470.00	\$735.22	\$2,750.32	\$8,719.68	23.98%
004-7000-0000-505000-00	HEALTH INSURANCE	\$190,000.00	\$11,409.22	\$46,792.50	\$143,207.50	24.63%
004-7000-0000-506000-00	WV PERS / 457(b) PLAN	\$18,500.00	\$1,110.67	\$4,140.78	\$14,359.22	22.38%
004-7000-0000-506100-00	POLICE PENSION - RETIREMENT CONT.	\$289,785.00	\$0.00	\$0.00	\$289,785.00	0.00%
004-7000-0000-507000-00	MEDICARE	\$12,105.00	\$944.39	\$3,405.28	\$8,699.72	28.13%
004-7000-0000-508000-00	WORKERS COMPENSATION	\$18,785.00	\$0.00	\$0.00	\$16,123.64	14.17%
004-7000-0000-510000-00	FRINGE BENEFITS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
004-7000-0000-611000-00	TELEPHONE	\$4,000.00	\$244.47	\$837.30	\$3,162.70	20.93%
004-7000-0000-613000-00	UTILITIES	\$20,000.00	\$1,393.51	\$3,256.26	\$16,743.74	16.28%
004-7000-0000-614000-00	TRAVEL	\$10,000.00	\$0.00	\$1,997.94	\$8,002.06	19.98%
004-7000-0000-615000-00	MAINTENANCE OF BUILDING	\$5,000.00	\$1,069.89	\$1,459.34	\$3,540.66	29.19%
004-7000-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$25,000.00	\$0.00	\$84.60	\$24,915.40	0.34%
004-7000-0000-617000-00	MAINTENANCE OF VEHICLES	\$15,000.00	(\$5,324.08)	(\$3,724.64)	\$18,724.64	-24.83%
004-7000-0000-619000-00	EQUIPMENT RENTAL	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
004-7000-0000-620000-00	PUBLICATIONS	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
004-7000-0000-621000-00	TRAINING	\$5,000.00	\$0.00	\$1,675.00	\$3,325.00	33.50%
004-7000-0000-622000-00	DUES & SUBSCRIPTIONS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
004-7000-0000-623000-00	PROFESSIONAL SERVICES	\$6,000.00	\$47.30	\$940.47	\$5,059.53	15.67%
004-7000-0000-630000-00	CONTRACTED SERVICES	\$60,000.00	\$1,756.02	\$8,880.22	\$51,119.78	14.80%
004-7000-0000-741	MATERIALS & SUPPLIES	\$40,000.00	\$1,425.23	\$2,258.41	\$36,741.39	8.15%
004-7000-0000-743000-00	GASOLINE & OIL	\$30,000.00	\$1,693.71	\$3,374.58	\$26,625.42	11.25%
004-7000-0000-745000-00	UNIFORMS	\$15,000.00	\$547.39	\$1,411.32	\$13,588.68	9.41%
004-7000-0000-866900-00	CONTRIBUTIONS - SALES TAX FUND	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
004-7000-0000-869900-00	CONTINGENCIES	\$123,355.00	\$0.00	\$0.00	\$123,355.00	0.00%
004-7000-0000-959000-00	CAPITAL OUTLAY	\$0.00	(\$6,484.64)	\$35,787.36	(\$35,787.36)	#DIV/0!
	TOTAL EXPENDITURES	\$1,735,000.00				
	EXPENSE REIMBURSED		\$72,566.28	\$356,874.43	\$1,378,125.57	
	GRAND TOTAL EXPENDITURES				\$17,953.38	
						\$90,519.66

Prepared By: Finance Department

Prepared By: Finance Department

POLICE LEVY FUND EXPENDITURES FOR THE MONTH OF:

OCTOBER 2024

Computer Payables.....	\$8,218.74
Payroll - 10/4/2024.....	\$34,190.72
F.I.C.A. - 10/4/2024.....	\$376.90
Payroll - 10/18/2024.....	\$33,910.70
F.I.C.A. - 10/18/2024.....	\$358.32
Medicare @ 1.45%.....	\$944.39
Health Insurance.....	\$11,409.22
WV PERS Pension Plan.....	\$1,110.67
GRAND TOTAL POLICE LEVY EXPENDITURES.....	<u>\$90,519.66</u>

Prepared By: Finance Dept.

FIRE / EMS FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
025-0000-0000-329700-00	COMMITTED FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
025-0000-0000-329900-00	UNASSIGNED BALANCE	\$0.00	\$0.00	\$1,755,815.70	(\$1,755,815.70)	#DIV/0!
025-0000-0000-4363	EMS CHARGES	\$1,075,000.00	\$149,980.92	\$427,297.80	\$64,702.20	39.75%
025-0000-0000-436500-00	FEDERAL GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
025-0000-0000-436550-00	FEDERAL GRANTS - COVID	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
025-0000-0000-436600-00	STATE GRANTS	\$25,000.00	\$6,411.46	\$25,947.38	(\$947.38)	103.79%
025-0000-0000-438000-00	INTEREST EARNED	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
025-0000-0000-439900-00	MISCELLANEOUS REVENUE	\$1,100,000.00	\$156,392.38	\$2,209,060.88	(\$1,109,060.88)	200.82%
	TOTAL REVENUE					
	EMS REFUNDS		\$0.00			
	GRAND TOTAL RECEIPTS		\$156,392.38			

FIRE / EMS FUND EXPENDITURES - FY 2024-2025

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
025-7060-0000-503	salaries	\$300,000.00	\$57,517.45	\$57,517.45	\$242,482.55	19.17%
025-7060-0000-505000-00	health insurance	\$45,000.00	\$9,782.82	\$9,782.82	\$35,217.18	21.74%
025-7060-0000-506200-00	fire pension - retirement cont.	\$201,085.00	\$0.00	\$0.00	\$201,085.00	0.00%
025-7060-0000-507000-00	medicare	\$4,350.00	\$789.48	\$789.48	\$3,560.52	18.15%
025-7060-0000-508000-00	workers compensation	\$9,000.00	\$3,407.93	\$3,407.93	\$5,592.07	37.87%
025-7060-0000-511000-00	telephone	\$4,500.00	\$0.00	\$0.00	\$4,500.00	0.00%
025-7060-0000-614000-00	travel	\$5,000.00	\$130.57	\$130.57	\$4,869.43	2.61%
025-7060-0000-615000-00	maintenance of building	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
025-7060-0000-616000-00	maintenance of equipment	\$35,000.00	\$1,603.75	\$1,603.75	\$33,396.25	4.58%
025-7060-0000-617000-00	maintenance of vehicles	\$40,000.00	\$6,178.41	\$6,178.41	\$33,821.59	15.45%
025-7060-0000-621000-00	training	\$10,000.00	\$15,834.63	\$15,834.63	(\$5,834.63)	158.35%
025-7060-0000-622000-00	dues & subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
025-7060-0000-623000-00	professional services	\$25,000.00	\$659.31	\$659.31	\$24,340.69	2.64%
025-7060-0000-630000-00	contracted services	\$125,000.00	\$10,888.20	\$29,604.48	\$95,395.52	23.68%
025-7060-0000-637000-00	taxes - health care provider	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
025-7060-0000-741000-00	materials & supplies	\$100,000.00	\$17,240.00	\$17,240.00	\$82,760.00	17.24%
025-7060-0000-743000-00	gasoline & oil	\$25,000.00	\$3,080.39	\$3,080.39	\$21,919.61	12.32%
025-7060-0000-745000-00	uniforms	\$30,000.00	\$10,314.03	\$10,314.03	\$19,685.97	34.38%
025-7060-0000-869900-00	contingencies	\$131,065.00	\$0.00	\$0.00	\$131,065.00	0.00%
025-7060-0000-959900-00	capital outlay	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL EXPENDITURES		\$137,426.97		\$156,143.25	\$943,856.75
	EMS REFUNDS					\$0.00
	GRAND TOTAL EXPENDITURES					\$137,426.97

WATER & SEWER FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
---	UNASSIGNED BALANCE	\$780,000.00	\$0.00	\$1,772,028.29	(\$992,028.29)	227.18%
114270-114280	WATER & SEWER FEES	\$9,400,000.00	\$730,195.93	\$3,287,149.41	\$6,112,850.59	34.97%
224100	2% EXCISE TAX	\$135,000.00	\$10,887.27	\$48,378.90	\$86,621.10	35.84%
227170	SEWER TAP FEES	\$2,000.00	\$0.00	\$1,000.00	\$1,000.00	50.00%
227171	SEWER CAPITAL IMPROVEMENT FEES	\$75,000.00	\$20,340.00	\$27,120.00	\$47,880.00	36.16%
227180	WATER TAP FEES	\$5,000.00	\$0.00	\$1,000.00	\$4,000.00	20.00%
227181	WATER CAPITAL IMPROVEMENT FEES	\$85,000.00	\$20,780.00	\$44,198.00	\$40,802.00	52.00%
441900	INTEREST EARNED	\$50,000.00	\$5,357.50	\$21,802.99	\$28,197.01	43.61%
442170 & 442180	FEDERAL GRANTS - COVID	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
446300	PUBLIC FIRE PROTECTION	\$6,000.00	\$1,500.00	\$4,500.00	\$4,500.00	25.00%
446500	AIR NATIONAL GUARD - GAC REIMB.	\$300,000.00	\$0.00	\$0.00	\$300,000.00	0.00%
447100 & 461500	MISCELLANEOUS REVENUES	\$162,000.00	\$14,310.24	\$55,695.51	\$106,304.49	34.38%
	TOTAL RECEIPTS	\$11,000,000.00	\$803,370.94	\$5,259,873.10	\$5,740,126.90	47.82%
	EXPENSE REIMBURSED					
	OPERATING & MAINTENANCE TRANSFER					
	DEPRECIATION TRANSFER					
	CASH WORKING CAPITAL RESERVE INTEREST EARNED					
	DEPRECIATION FUND INTEREST EARNED					
	CAPITAL IMPROVEMENT FUND INTEREST EARNED					
	GRAND TOTAL RECEIPTS	\$1,144,231.95				

ACCOUNTS BILLED IN THE MONTH OF:

OCTOBER 2024

WATER SERVICE FEES - BIMONTHLY	\$285,095.21
WATER SERVICE FEES - MONTHLY	\$173,890.89
SEWER SERVICES FEES - BIMONTHLY	\$213,423.06
SEWER SERVICE FEES - MONTHLY	\$108,921.91
EXCISE TAX	\$13,508.35
TOTAL BILLING	\$794,839.42

EXPENDITURES REIMBURSED:

1

WATER & SEWER EXPENDITURES FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
WATER DEPARTMENT (808)						
503	SALARIES	\$1,340,000.00	\$85,888.74	\$349,053.00	\$990,947.00	26.05%
504000	FICA	\$63,080.00	\$5,428.09	\$21,761.81	\$61,318.19	26.19%
505000	HEALTH INSURANCE	\$310,000.00	\$21,624.06	\$90,179.18	\$219,820.82	29.09%
506000	WV PERS / 457(b) PLAN	\$134,000.00	\$7,799.54	\$28,502.68	\$105,497.32	21.27%
507000	MEDICARE	\$19,430.00	\$1,269.50	\$5,089.56	\$14,340.44	26.19%
508000	WORKERS COMPENSATION	\$30,150.00	\$0.00	\$9,373.26	\$20,776.74	31.09%
112510	WV MUNICIPAL BOND PAYMENTS	\$746,085.00	\$62,261.10	\$248,869.06	\$497,215.94	33.36%
112600	DEPRECIATION ACCOUNT (RESERVE)	\$120,000.00	\$10,116.09	\$41,524.51	\$78,475.49	34.60%
112610	CAPITAL IMPROVEMENT RESERVE	\$85,000.00	\$0.00	\$22,117.00	\$62,883.00	26.02%
112700	CASH WORKING CAPITAL RESERVE (CWCR)	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
224100	GENERAL FUND EXCISE TAX PAYABLE	\$67,800.00	\$6,799.62	\$18,745.82	\$48,754.18	27.77%
227180	ADVANCES/CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
3010-3890	UTILITY PLANT ACCOUNTS	\$45,190.00	\$35,138.63	\$65,781.13	(\$20,591.13)	145.57%
6000-6170	SOURCE OF SUPPLY	\$125,000.00	\$28,579.93	\$40,795.53	\$84,204.47	32.64%
6220-6330	PUMPING EXPENSE	\$530,000.00	\$47,896.36	\$109,467.61	\$420,532.39	20.65%
6410-6520	WATER TREATMENT EXPENSES	\$500,000.00	\$9,730.62	\$32,946.09	\$467,053.91	6.59%
6600-6780	TRANSMISSION DISTRIBUTION	\$400,000.00	\$30,983.42	\$290,446.98	\$109,553.02	72.61%
9010-9070	CUSTOMER ACCOUNTS EXPENSES	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
9200	GENERAL FUND ADMINISTRATIVE EXPENSE	\$355,000.00	\$24,250.47	\$117,000.00	\$355,000.00	0.00%
9210-9320	ADMINISTRATIVE GENERAL	\$50,000.00	\$3,672.28	\$10,635.72	\$432,744.50	21.32%
9400-9410	CLEARING ACCOUNTS	\$50,000.00	\$3,672.28	\$10,635.72	\$36,364.28	21.27%
	TOTAL WATER DEPARTMENT	\$5,492,435.00	\$338,331.45	\$1,502,544.44	\$3,989,890.56	27.36%
SEWER DEPARTMENT (807)						
503	SALARIES	\$815,000.00	\$45,794.63	\$239,658.73	\$575,341.27	29.41%
504000	FICA	\$50,530.00	\$2,399.00	\$13,374.81	\$37,155.19	26.47%
505000	HEALTH INSURANCE	\$160,000.00	\$6,637.36	\$33,005.62	\$126,984.38	20.63%
506000	WV PERS / 457(b) PLAN	\$81,500.00	\$3,560.16	\$15,620.73	\$65,879.27	19.17%
507000	MEDICARE	\$11,815.00	\$561.06	\$3,127.95	\$8,687.05	26.47%
508000	WORKERS COMPENSATION	\$18,335.00	\$0.00	\$5,078.89	\$13,256.11	27.70%
112510	WV MUNICIPAL BOND PAYMENTS	\$1,600,700.00	\$133,391.56	\$533,566.24	\$1,067,133.76	33.33%
112600	DEPRECIATION ACCOUNT (RESERVE)	\$120,000.00	\$10,116.08	\$41,524.50	\$78,475.50	34.60%
112610	CAPITAL IMPROVEMENT RESERVE	\$75,000.00	\$9,00.00	\$4,520.00	\$70,480.00	6.03%
112700	CASH WORKING CAPITAL RESERVE (CWCR)	\$0.00	\$90.00	\$0.00	\$0.00	#DIV/0!
224100	GENERAL FUND EXCISE TAX PAYABLE	\$67,500.00	\$6,799.62	\$18,745.81	\$48,754.19	27.77%
223110	WHEATLAND LOAN REPAYMENTS - PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
110770	WHEATLAND LOAN REPAYMENTS - INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
227170	ADVANCES/CONSTRUCTION	\$45,185.00	\$0.00	\$0.00	\$45,185.00	0.00%
3010-3910	UTILITY PLANT ACCOUNTS	\$35,000.00	\$9,00.00	\$3,858.73	\$31,141.27	11.02%
7010-7080	COLLECTING EXPENSES	\$625,000.00	\$66,507.05	\$192,810.55	\$432,189.45	30.85%
7210-7280	PUMPING EXPENSES	\$1,000,000.00	\$59,997.73	\$274,630.21	\$725,369.79	27.46%
7410-7470	TREATMENT/DISPOSAL EXPENSES	\$2,000.00	\$113.75	\$430.00	\$1,570.00	21.50%
7800-7850	BILLING/COLLECTING	\$555,000.00	\$0.00	\$0.00	\$355,000.00	0.00%
7900	GENERAL FUND ADMINISTRATIVE EXPENSE	\$425,000.00	\$15,970.81	\$61,845.45	\$363,154.55	14.55%
7910-8090	ADMINISTRATIVE/GENERAL	\$20,000.00	\$1,156.42	\$4,275.51	\$15,724.49	21.38%
9030-9410	CLEARING ACCOUNTS	\$50,000.00	\$3,672.28	\$10,635.72	\$36,364.28	21.27%
	TOTAL SEWER DEPARTMENT	\$5,507,565.00	\$353,068.23	\$1,446,073.73	\$4,061,491.27	26.26%
	TOTAL EXPENDITURES	\$11,000,000.00	\$691,399.68	\$2,948,618.17	\$8,051,381.83	26.81%
	EXPENSE REIMBURSED					
	OPERATING & MAINTENANCE TRANSFER					
	GRAND TOTAL EXPENDITURES					

Prepared By: Finance Department

TOTAL ACCOUNTS RECEIVABLE BROUGHT FORWARD.....	\$1,631,848.12
ACCOUNTS BILLED IN CURRENT MONTH.....	\$794,839.42
WATER & SEWER RECEIPTS & 2% EXCISE TAX.....	(\$741,083.20)
MISC. - ADJUSTMENTS, PENALTIES, ETC.....	(\$45,856.77)
TOTAL ACCOUNTS RECEIVABLE AT MONTH END.....	\$1,639,747.57
W/S REVENUE FUND BALANCE BROUGHT FORWARD.....	\$795,820.83
TOTAL DEPOSITS IN THE CURRENT MONTH.....	\$499,387.66
TOTAL CASH DISBURSEMENTS IN THE CURRENT MONTH.....	(\$515,884.83)
W/S REVENUE FUND ENDING BALANCE.....	\$779,323.66
W/S OPERATING & MAINTENANCE FUND ENDING BALANCE.....	\$1,150,233.51
TOTAL WATER SOLD (COMMERCIAL).....	25,244,000
TOTAL WATER SOLD (RESIDENTIAL).....	24,780,000
TOTAL SEWER SOLD (COMMERCIAL).....	11,783,000
TOTAL SEWER SOLD (RESIDENTIAL).....	19,540,000
TOTAL WATER PUMPED IN CURRENT MONTH.....	106,480,326
TOTAL WATER SOLD IN CURRENT MONTH.....	(50,024,000)
TOTAL WATER TO SEWAGE TREATMENT PLANT.....	(1,892,000)
EXTRA WATER SOLD IN CURRENT MONTH.....	(230,000)
TOTAL WATER FOR MISCELLANEOUS.....	54,334,326
PAST DUE ACCOUNTS.....	31-90 \$37,661.93
ACTIVE DELINQUENT ACCOUNTS.....	91+ \$968,767.60

WASTEWATER TREATMENT FLOW FOR THE CURRENT MONTH

TOTAL MONTHLY FLOW.....	43,840,000
AVERAGE DAILY FLOW.....	1,410,000
MINIMUM DAILY FLOW.....	1,080,000
MAXIMUM DAILY FLOW.....	2,010,000
RAIN FALL.....	1.19"

<u>WATER AND SEWER SOLD TO OTHER DISTRICTS</u>	<u>GALLONS (THOUSANDS)</u>	<u>REVENUE</u>
BERKELEY COUNTY PUBLIC SERVICE DISTRICT	10,152	\$36,364.32

Prepared By: Finance Department

WATER & SEWER FUND EXPENDITURES FOR THE MONTH OF:**OCTOBER 2024**

Computer Payables.....	\$305,787.71
Payroll - 10/4/2024.....	\$68,127.85
F.I.C.A. - 10/4/2024.....	\$4,055.29
Payroll - 10/18/2024.....	\$63,555.52
F.I.C.A. - 10/18/2024.....	\$3,771.80
Medicare @ 1.45%.....	\$1,830.56
Health Insurance.....	\$28,261.42
WV PERS Pension Plan.....	\$11,359.70
TOTAL OPERATING & MAINTENANCE FUND EXPENDITURES.....	\$486,749.85

CHECK NUMBER

---	No Additional Activity.....	\$0.00
TOTAL DEPRECIATION FUND EXPENDITURES.....	\$0.00	
---	WV Municipal Bond Commission.....	\$195,652.66
924	Water & Sewer Transfer to Depreciation Fund.....	\$20,232.17
925	Water & Sewer Transfer to O & M Fund.....	\$300,000.00
TOTAL REVENUE FUND EXPENDITURES.....	\$515,884.83	
---	No Additional Activity.....	\$0.00
TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES.....	\$0.00	
GRAND TOTAL WATER & SEWER EXPENDITURES.....	<u>\$1,002,634.68</u>	

Prepared By: Finance Dept.

SANITATION FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
084-0000-0000-329700-00	COMMITTED FUND BALANCE	\$293,000.00	\$0.00	\$293,000.00	\$0.00	100.00%
084-0000-0000-329900-00	UNASSIGNED BALANCE	\$642,345.00	\$0.00	\$642,348.13	(\$3.13)	100.00%
084-0000-0000-425000-00	GARBAGE FEES	\$2,650,000.00	\$625,502.88	\$2,350,909.31	\$299,090.69	88.71%
084-0000-0000-436550-00	FEDERAL GRANTS - COVID	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
084-0000-0000-436900-00	CONTRIBUTIONS FROM OTHER FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
084-0000-0000-438000-00	INTEREST EARNED	\$50,000.00	\$8,388.50	\$24,116.62	\$25,883.38	48.23%
084-0000-0000-439900-00	MISCELLANEOUS REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL REVENUE	<u>\$3,635,345.00</u>	<u>\$533,891.38</u>	<u>\$3,310,374.06</u>	<u>\$324,970.94</u>	<u>91.06%</u>
	GARBAGE FEE REFUNDS		<u>\$369.75</u>			
	GRAND TOTAL RECEIPTS		<u>\$534,261.13</u>			

SANITATION FUND EXPENDITURES - FY 2024-2025

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
084-8000-0000-5033	SALARIES	\$940,000.00	\$54,071.56	\$194,865.07	\$745,134.93	20.73%
084-8000-0000-504000-00	FICA	\$58,280.00	\$3,103.12	\$11,102.82	\$47,177.18	19.05%
084-8000-0000-505000-00	HEALTH INSURANCE	\$295,000.00	\$17,547.62	\$74,272.36	\$220,727.64	25.18%
084-8000-0000-506000-00	WV PERS / 457(b) PLAN	\$94,000.00	\$4,866.44	\$17,530.84	\$76,469.16	18.65%
084-8000-0000-507000-00	MEDICARE	\$13,630.00	\$725.75	\$2,596.65	\$11,033.35	19.05%
084-8000-0000-508000-00	WORKERS COMPENSATION	\$61,100.00	\$0.00	\$19,371.79	\$41,728.21	31.71%
084-8000-0000-611000-00	TELEPHONE	\$2,000.00	\$140.13	\$534.76	\$1,465.24	26.74%
084-8000-0000-613000-00	UTILITIES	\$30,000.00	\$1,301.64	\$6,743.19	\$23,256.81	22.48%
084-8000-0000-614000-00	TRAVEL	\$3,000.00	\$0.00	\$553.48	\$2,446.52	18.45%
084-8000-0000-615000-00	MAINTENANCE OF BUILDING	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
084-8000-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
084-8000-0000-617000-00	MAINTENANCE OF VEHICLES	\$80,000.00	\$3,976.54	\$23,566.96	\$56,433.04	29.46%
084-8000-0000-621000-00	TRAINING	\$2,000.00	\$75.00	\$75.00	\$1,925.00	3.75%
084-8000-0000-622000-00	DUES & SUBSCRIPTIONS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
084-8000-0000-623000-00	PROFESSIONAL SERVICES	\$73,000.00	\$4,255.48	\$8,275.77	\$64,724.23	11.34%
084-8000-0000-624000-00	AUDIT FEES	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
084-8000-0000-626000-00	CASUALTY & LIABILITY INSURANCE	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
084-8000-0000-630000-00	CONTRACTED SERVICES	\$10,000.00	\$627.84	\$2,021.86	\$7,978.14	20.22%
084-8000-0000-631000-00	MATERIALS & SUPPLIES	\$35,000.00	\$2,510.25	\$8,003.21	\$26,986.79	22.87%
084-8000-0000-632000-00	GASOLINE & OIL	\$85,000.00	\$6,379.49	\$17,345.35	\$67,654.65	20.41%
084-8000-0000-634000-00	UNIFORMS	\$40,000.00	\$4,050.46	\$11,099.44	\$28,900.56	27.75%
084-8000-0000-755000-00	DUMP FEES - LANDFILL	\$625,000.00	\$39,679.35	\$125,666.55	\$399,333.45	23.94%
084-8000-0000-866000-00	CONTRIBUTIONS TO OTHER FUNDS	\$265,000.00	\$0.00	\$0.00	\$265,000.00	0.00%
084-8000-0000-869900-00	CONTINGENCIES	\$743,335.00	\$0.00	\$0.00	\$743,335.00	0.00%
084-8000-0000-959000-00	CAPITAL OUTLAY	\$170,000.00	\$38,795.14	\$73,137.70	\$96,862.30	43.02%
	TOTAL EXPENDITURES	<u>\$3,635,345.00</u>	<u>\$182,105.81</u>	<u>\$596,762.80</u>	<u>\$3,038,582.20</u>	<u>16.42%</u>
	GARBAGE FEE REFUNDS		<u>\$369.75</u>			
	GRAND TOTAL EXPENDITURES		<u>\$182,475.56</u>			

Prepared By: Finance Department

SANITATION FUND EXPENDITURES FOR THE MONTH OF:

OCTOBER 2024

Computer Payables.....	\$102,161.07
Payroll - 10/4/2024.....	\$26,805.42
F.I.C.A. - 10/4/2024.....	\$1,537.28
Payroll - 10/18/2024.....	\$27,266.14
F.I.C.A. - 10/18/2024.....	\$1,565.84
Medicare @ 1.45%.....	\$725.75
Health Insurance.....	\$17,547.62
WV PERS Pension Plan.....	\$4,866.44
GRAND TOTAL SANITATION FUND EXPENDITURES.....	<u>\$182,475.56</u>

Prepared By: Finance Dept.

PARKING FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
085-0000-0000-329700-00	COMMITTED FUND BALANCE	\$0.00	\$0.00	\$12,000.00	(\$12,000.00)	#DIV/0!
085-0000-0000-329900-00	UNASSIGNED BALANCE	\$0.00	\$0.00	\$122,827.49	(\$122,827.49)	#DIV/0!
085-0000-0000-4321	PARKING TICKET FINES	\$160,000.00	\$10,955.00	\$45,628.00	\$114,372.00	28.52%
085-0000-0000-4330	PARKING PERMITS	\$35,000.00	\$4,046.00	\$12,693.00	\$22,307.00	36.27%
085-0000-0000-433100-00	PARKING BAGS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
085-0000-0000-4342 & 4343	ON & OFF STREET METER REVENUE	\$110,000.00	\$9,915.48	\$32,259.20	\$77,740.80	29.33%
085-0000-0000-43650-00	FEDERAL GRANTS - COVID	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
085-0000-0000-438000-00	INTEREST EARNED	\$4,000.00	\$557.72	\$2,178.94	\$1,821.06	54.47%
085-0000-0000-436550-00	MISCELLANEOUS REVENUE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
085-0000-0000-439900-00	TOTAL REVENUE	\$310,000.00	\$25,474.20	\$227,586.63	\$82,413.37	73.42%
	TRAIN STATION PARKING PERMITS		\$1,403.00			
	PARKING RESERVE INTEREST EARNED		\$3.32			
	GRAND TOTAL RECEIPTS		\$26,880.52			

PARKING FUND EXPENDITURES - FY 2024-2025

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
085-5710-0000-503	SALARIES	\$115,000.00	\$8,734.94	\$33,579.94	\$81,420.06	29.20%
085-5710-0000-504000-00	FICA	\$7,130.00	\$535.18	\$2,057.97	\$5,072.03	28.86%
085-5710-0000-505000-00	HEALTH INSURANCE	\$11,000.00	\$1,421.59	\$4,148.79	\$6,851.21	37.72%
085-5710-0000-506000-00	WV PERS/457(b) PLAN	\$11,500.00	\$786.15	\$3,022.21	\$8,477.79	26.28%
085-5710-0000-507000-00	MEDICARE	\$1,665.00	\$125.18	\$481.34	\$1,183.66	28.91%
085-5710-0000-508000-00	WORKERS COMPENSATION	\$3,165.00	\$0.00	\$1,240.02	\$1,924.98	39.18%
085-5710-0000-611000-00	TELEPHONE	\$4,000.00	\$280.27	\$1,124.99	\$2,875.01	28.12%
085-5710-0000-613000-00	UTILITIES	\$7,000.00	\$78.46	\$1,405.96	\$5,594.04	20.09%
085-5710-0000-614000-00	TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
085-5710-0000-615000-00	MAINTENANCE OF PARKING LOTS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
085-5710-0000-616000-00	MAINTENANCE OF PARKING METERS	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
085-5710-0000-617000-00	MAINTENANCE OF VEHICLES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
085-5710-0000-621000-00	TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
085-5710-0000-623000-00	PROFESSIONAL SERVICES	\$10,000.00	\$909.19	\$3,428.41	\$6,571.59	34.28%
085-5710-0000-624000-00	AUDIT FEES	\$1,200.00	\$0.00	\$0.00	\$1,200.00	0.00%
085-5710-0000-626000-00	CASUALTY & LIABILITY INSURANCE	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0.00%
085-5710-0000-630000-00	CONTRACTED SERVICES	\$15,000.00	\$483.85	\$1,582.65	\$13,417.35	10.55%
085-5710-0000-741000-00	MATERIALS & SUPPLIES	\$6,000.00	\$1,771.04	\$1,892.14	\$4,107.86	31.54%
085-5710-0000-745000-00	UNIFORMS	\$1,500.00	\$246.53	\$246.53	\$1,253.47	16.44%
085-5710-0000-866000-00	CONTRIBUTIONS TO OTHER FUNDS	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
085-5710-0000-869900-00	CONTINGENCIES	\$2,840.00	\$0.00	\$0.00	\$2,840.00	0.00%
085-5710-0000-959900-00	CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
	TOTAL EXPENDITURES	\$310,000.00	\$15,372.38	\$54,210.95	\$255,789.05	17.49%
	TRAIN STATION PARKING PERMITS				\$821.00	
	GRAND TOTAL EXPENDITURES				\$16,193.38	

Prepared By: Finance Department

PARKING FUND REPORT - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

PARKING METER REVENUE	OCTOBER 2024	OCTOBER 2023	DIFFERENCE
PARKING TICKET FINES - ON & OFF STREET	\$10,955.00	\$13,024.36	(\$2,069.36)
PARKING PERMITS - ON & OFF STREET	\$4,046.00	\$3,694.00	\$352.00
PARKING BAGS	\$0.00	\$0.00	\$0.00
PARKING METER REVENUE - ON STREET	\$9,604.31	\$5,118.11	\$4,486.20
PARKING METER REVENUE - OFF STREET	\$311.17	\$0.00	\$311.17
FEDERAL GRANTS - COVID	\$0.00	\$0.00	\$0.00
INTEREST EARNED - O & M FUNDS	\$557.72	\$456.30	\$101.42
MISCELLANEOUS REVENUE	\$0.00	\$0.00	\$0.00
TOTALS	\$25,474.20	\$22,292.77	\$3,181.43

PARKING METER VIOLATIONS

TOTAL NUMBER OF TICKETS ISSUED FOR THE MONTH OF: OCTOBER 2024

625

Prepared By: Finance Department

PARKING FUND EXPENDITURES FOR THE MONTH OF:

OCTOBER 2024

Computer Payables.....	\$4,590.34
Payroll - 10/4/2024.....	\$4,104.05
F.I.C.A. - 10/4/2024.....	\$251.26
Payroll - 10/18/2024.....	\$4,630.89
F.I.C.A. - 10/18/2024.....	\$283.92
Medicare @ 1.45%.....	\$125.18
Health Insurance.....	\$1,421.59
WV PERS Pension Plan.....	\$786.15
<hr/>	
TOTAL OPERATING & MAINTENANCE EXPENDITURES.....	\$16,193.38
<hr/>	
---- No Additional Activity.....	\$0.00
<hr/>	
TOTAL RESERVE EXPENDITURES.....	\$0.00
<hr/>	
GRAND TOTAL PARKING FUND EXPENDITURES.....	<u><u>\$16,193.38</u></u>

Prepared By: Finance Dept.

STORMWATER FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	BUDGETED RECEIPTS	MONTHLY RECEIPTS	YTD RECEIPTS	BALANCE	PERCENT RECEIVED
426-0000-0000-329700-00	COMMITTED FUND BALANCE	\$425,000.00	\$0.00	\$425,000.00	\$0.00	100.00%
426-0000-0000-329900-00	UNASSIGNED BALANCE	\$599,465.00	\$0.00	\$599,468.29	(\$3.29)	100.00%
426-0000-0000-434110-00	STORMWATER FEES	\$1,700,000.00	\$217,290.70	\$729,001.65	\$970,998.35	42.88%
426-0000-0000-436900-00	CONTRIBUTIONS FROM OTHER FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
426-0000-0000-438000-00	INTEREST EARNED	\$15,000.00	\$3,818.05	\$16,005.22	(\$1,005.22)	106.70%
426-0000-0000-439900-00	MISCELLANEOUS REVENUE	\$0.00	\$50.00	\$50.00	(\$50.00)	#DIV/0!
	TOTAL REVENUE	\$2,739,465.00	\$221,158.75	\$1,769,525.16	\$969,939.84	64.59%
	STORMWATER FEE REFUNDS		\$0.00			
	GRAND TOTAL RECEIPTS		\$221,158.75			

STORMWATER FUND EXPENDITURES - FY 2024-2025

NEW ACCOUNT #	DESCRIPTION	BUDGETED EXPENDITURES	MONTHLY EXPENDITURES	YTD EXPENDITURES	BALANCE	PERCENT EXPENDED
426-8050-0000-503	SALARIES	\$535,000.00	\$38,052.22	\$142,909.46	\$392,090.54	26.71%
426-8050-0000-504000-00	FICA	\$33,170.00	\$2,257.83	\$8,479.85	\$24,690.15	25.56%
426-8050-0000-505000-00	HEALTH INSURANCE	\$110,000.00	\$9,289.54	\$37,187.22	\$72,812.78	33.81%
426-8050-0000-506000-00	WV PERS / 457(b) PLAN	\$52,000.00	\$3,424.70	\$12,861.85	\$39,138.15	24.73%
426-8050-0000-507000-00	MEDICARE	\$7,755.00	\$528.02	\$1,983.14	\$5,771.86	25.57%
426-8050-0000-508000-00	WORKERS COMPENSATION	\$20,060.00	\$0.00	\$5,778.66	\$14,281.34	28.81%
426-8050-0000-611000-00	TELEPHONE	\$10,000.00	\$721.56	\$2,899.09	\$7,100.91	28.99%
426-8050-0000-613000-00	UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
426-8050-0000-614000-00	TRAVEL	\$7,000.00	\$1,306.52	\$4,135.78	\$2,864.22	59.08%
426-8050-0000-615000-00	MAINTENANCE OF BUILDING	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
426-8050-0000-616000-00	MAINTENANCE OF EQUIPMENT	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
426-8050-0000-617000-00	MAINTENANCE OF VEHICLES	\$5,000.00	\$0.00	\$29.78	\$4,970.22	0.60%
426-8050-0000-621000-00	TRAINING	\$10,000.00	\$459.25	\$5,681.63	\$4,318.37	56.82%
426-8050-0000-622000-00	DUES & SUBSCRIPTIONS	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
426-8050-0000-623000-00	PROFESSIONAL SERVICES	\$150,000.00	\$4,807.24	\$38,412.07	\$111,587.93	25.61%
426-8050-0000-624000-00	AUDIT FEES	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.00%
426-8050-0000-626000-00	CASUALTY & LIABILITY INSURANCE	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.00%
426-8050-0000-630000-00	CONTRACTED SERVICES	\$85,000.00	\$13,052.47	\$24,850.93	\$160,149.07	13.43%
426-8050-0000-630000-00	MATERIALS & SUPPLIES	\$30,000.00	\$1,100.62	\$8,028.76	\$21,971.24	26.76%
426-8050-0000-741000-00	GASOLINE & OIL	\$7,000.00	\$398.46	\$916.36	\$6,083.64	13.09%
426-8050-0000-743000-00	UNIFORMS	\$7,500.00	\$204.48	\$580.37	\$6,919.63	7.74%
426-8050-0000-745000-00	CONTRIBUTIONS TO OTHER FUNDS	\$220,000.00	\$0.00	\$0.00	\$220,000.00	0.00%
426-8050-0000-866000-00	CONTINGENCIES - GRANT MATCH	\$244,480.00	\$0.00	\$11,400.00	(\$11,400.00)	#DIV/0!
426-8050-0000-868000-00	CONTINGENCIES	\$1,000,000.00	\$325,901.80	\$325,901.80	\$674,098.20	0.00%
426-8050-0000-959000-00	CAPITAL OUTLAY					
	TOTAL EXPENDITURES	\$2,739,465.00	\$402,786.71	\$632,036.75	\$2,107,428.25	23.07%
	STORMWATER FEE REFUNDS				\$0.00	
	GRAND TOTAL EXPENDITURES				\$402,786.71	

STORMWATER FUND EXPENDITURES FOR THE MONTH OF:**OCTOBER 2024**

Computer Payables.....	\$349,234.40
Payroll - 10/4/2024.....	\$19,026.11
F.I.C.A. - 10/4/2024.....	\$1,128.92
Payroll - 10/18/2024.....	\$19,026.11
F.I.C.A. - 10/18/2024.....	\$1,128.91
Medicare @ 1.45%.....	\$528.02
Health Insurance.....	\$9,289.54
WV PERS Pension Plan.....	\$3,424.70
GRAND TOTAL STORMWATER FUND EXPENDITURES.....	<u>\$402,786.71</u>

Prepared By: Finance Dept.

MARKET HOUSE FUND RECEIPTS - FY 2024-2025**REPORT FOR THE MONTH OF: OCTOBER 2024**

<u>NEW ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>MONTHLY RECEIPTS</u>	<u>YTD RECEIPTS</u>
038-0000-0000-329900-00	UNASSIGNED BALANCE	\$0.00	\$53,987.12
038-0000-0000-434500-00	RENTS	\$994.00	\$3,976.00
038-0000-0000-436900-00	CONTRIBUTIONS FROM OTHER FUNDS	\$0.00	\$0.00
038-0000-0000-438000-00	INTEREST EARNED	\$172.86	\$710.02
038-0000-0000-439900-00	MISCELLANEOUS REVENUE	\$0.00	\$0.00
	TOTAL RECEIPTS	<u>\$1,166.86</u>	<u>\$58,673.14</u>

MARKET HOUSE FUND EXPENDITURES - FY 2024-2025

<u>NEW ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>MONTHLY EXPENDITURES</u>	<u>YTD EXPENDITURES</u>
038-5900-0000-613000-00	UTILITIES	\$341.06	\$1,152.72
038-5900-0000-615000-00	MAINTENANCE OF BUILDING	\$0.00	\$0.00
038-5900-0000-620000-00	LEGAL & OTHER PUBLICATIONS	\$0.00	\$0.00
038-5900-0000-630000-00	CONTRACTED SERVICES	\$137.48	\$412.44
038-5900-0000-637000-00	TAXES - PROPERTY	\$0.00	\$2,447.66
038-5900-0000-741000-00	MATERIALS & SUPPLIES	\$0.00	\$0.00
	TOTAL EXPENDITURES	<u>\$478.54</u>	<u>\$4,012.82</u>
	ACCRUED PAYABLES - (FY 2023-2024)	<u>\$0.00</u>	<u>\$488.99</u>
	GRAND TOTAL EXPENDITURES	<u>\$478.54</u>	<u>\$4,501.81</u>
	CASH BALANCE - OCTOBER 31, 2024		<u>\$54,171.33</u>

TRAIN STATION FUND RECEIPTS - FY 2024-2025

REPORT FOR THE MONTH OF: OCTOBER 2024

NEW ACCOUNT #	DESCRIPTION	MONTHLY RECEIPTS	YTD RECEIPTS
039-0000-0000-329900-00	UNASSIGNED BALANCE	\$0.00	\$31,577.13
039-0000-0000-433010-00	PARKING PERMITS	\$821.00	\$3,223.00
039-0000-0000-434500-00	RENTS	\$1,737.16	\$14,827.64
039-0000-0000-436500-00	FEDERAL GRANTS	\$0.00	\$0.00
039-0000-0000-436800-00	CONTRIBUTIONS FROM OTHER ENTITIES	\$0.00	\$0.00
039-0000-0000-436900-00	CONTRIBUTIONS FROM OTHER FUNDS	\$0.00	\$0.00
039-0000-0000-438000-00	INTEREST EARNED	\$105.00	\$406.22
039-0000-0000-439900-00	MISCELLANEOUS REVENUE	\$16.21	\$16.21
	TOTAL RECEIPTS	\$2,679.37	\$50,050.20
	MISC. ACCOUNTS RECEIVABLE - (FY 2023-2024)	\$0.00	\$690.16
	GRAND TOTAL RECEIPTS	\$2,679.37	\$50,740.36

TRAIN STATION FUND EXPENDITURES - FY 2024-2025

NEW ACCOUNT #	DESCRIPTION	MONTHLY EXPENDITURES	YTD EXPENDITURES
039-4420-0000-611000-00	TELEPHONE	\$342.08	\$1,123.56
039-4420-0000-613000-00	UTILITIES	\$1,878.92	\$7,741.76
039-4420-0000-615000-00	MAINTENANCE OF BUILDING	\$8,934.16	\$11,591.30
039-4420-0000-620000-00	LEGAL & OTHER PUBLICATIONS	\$0.00	\$0.00
039-4420-0000-630000-00	CONTRACTED SERVICES	\$227.84	\$731.18
039-4420-0000-637000-00	TAXES - PROPERTY	\$0.00	\$0.00
039-4420-0000-741000-00	MATERIALS & SUPPLIES	\$0.00	\$226.77
039-7590-0000-867000-00	CONTRIBUTIONS TO OTHER GOV. UNITS	\$0.00	\$0.00
	TOTAL EXPENDITURES	\$11,383.00	\$21,414.57
	ACCRUED PAYABLES - (FY 2023-2024)	\$0.00	\$3,704.78
	GRAND TOTAL EXPENDITURES	\$11,383.00	\$25,119.35
	CASH BALANCE - OCTOBER 31, 2024		\$25,621.01

Check	Check Date	Vendor#	Name	First	Vendor Invoice	Invoice#	Invoice Date	Item Desc	GL Allocation		Totals
									Account	Amount	
43041	10/22/2024	6580	MORGAN COUNTY PARTNERSHIP		09/20/24	125-001706	10/07/2024	TEEN COURT FEES COLLECTED - 09/2024	001-000-0000-22031-00	\$ 269.31	
43096	10/22/2024	8248	RYA SIMS		REFUND	125-001860	10/21/2024	REFUND CITY CHASE FICCIANO	001-000-0000-22110-00	\$ 632.00	
43098	10/22/2024	8247	JORDAN NICOLE		REFUND	125-001859	10/21/2024	BOND REFUND CITY VS ANDRA TURNERY	001-000-0000-22110-00	\$ 676.00	
43078	10/22/2024	8225	FREDDY REEDY JR		REFUND	125-001799	10/17/2024	BOND REFUND CITY VS ANDRA TURNERY	001-000-0000-22110-00	\$ 594.00	
42987	10/07/2024	8235	REBECCA MARIE SHANTS		REFUND	125-001481	09/27/2024	BOND REFUND CITY VS WILLIAM SCHOOLS	001-000-0000-22110-00	\$ 160.00	
42951	10/07/2024	8238	FAY ANN GANO		REFUND	125-001592	10/07/2024	BOND REFUND CITY VS DAVID TITH	001-000-0000-22110-00	\$ 500.00	
43032	10/07/2024	8257	THE CITY OF MARTINSBURG MORTGAGE REVENUE FUND		REFUND	125-001700	10/07/2024	SIDEWALK LOAN REPAYMENTS - 09/2024	001-000-0000-22150-00	\$ 354.16	
42953	10/07/2024	8237	JOHN COLE		CORRECT	10/4/24 DEPO	10/17/2024	CORRECT 10/4/24 DIR DEPOSIT W/ SEC OF STATE RENT	001-000-0000-49520-00	\$ 16.20	
43068	10/22/2024	269	THE CITY OF MARTINSBURG TRAIN STATION FUND		0681193852	125-001927	10/25/2024	CELL PHONE SERVICES	001-000-0000-43990-00	\$ 365.00	
43176	10/22/2024	186	US CELLULAR		93266	125-001654	10/05/2024	POLICE RECRUITMENT ADS PRINT DIGITAL	001-410-0000-62000-00	\$ 25.81	
43010	10/07/2024	7703	THE JOURNAL		IN944434	125-001599	10/02/2024	HIRING BILL BOARDS	001-411-0000-62000-00	\$ 9,235.00	
42967	10/07/2024	7706	KERGEE'S OUTDOOR ADVERTISING, LLC		404081083/10/24/24	125-001346	001-410-0000-62600-00	LIABILITY INSURANCE - AUTO INSURANCE	001-411-0000-62600-00	\$ 5,000.00	
43174	10/07/2024	4624	TRAVELERS		0006508073	125-001653	10/05/2024	DEDUCTIBLES	001-410-0000-62600-00	\$ 16,185.00	
43012	10/07/2024	5238	TRAVELERS		139869	125-001545	10/01/2024	REPAIR RETAINING WALL DAMAGE BY AUTO FOR CLAIM	001-410-0000-62600-00	\$ 11,575.14	
42986	10/07/2024	5236	KEHIE PASNINNY		10/10/24	125-001927	10/25/2024	REPAIR, RETAINING WALL DAMAGE BY AUTO FOR CLAIM	001-410-0000-62600-00	\$ 5,566.00	
43145	10/22/2024	6646	VISA		0681193852	125-001927	10/05/2024	CELL PHONE SERVICES	001-410-0000-62000-00	\$ 500.00	
43176	10/22/2024	186	US CELLULAR		77797/7776	125-001875	10/25/2024	CHAINSAW LAMP, GLUE, HANGING FOLDERS	001-410-0000-62100-00	\$ 91.80	
43010	10/07/2024	7703	THE JOURNAL		TRAVEL 9/21-14/25	125-001623	10/03/2024	TERMINATION DOORHANGERS, #10 WINDOW ENVELOPES	001-410-0000-74100-00	\$ 3,609.29	
42987	10/07/2024	7706	KERGEE'S OUTDOOR ADVERTISING, LLC		92132/29/21/25/27	125-001182	10/18/2024	RED INK, CUBE SEALER, POSTAGE TAPE	001-410-0000-61400-00	\$ 444.00	
43211	10/07/2024	7145	ROCS FLEET BUSINESS SOLUTIONS		1025175/752657	125-001784	001-410-0000-62300-00	WHITE GASOLINE 9/2024	001-410-0000-74300-00	\$ 138.70	
43122	10/07/2024	6965	US CELLULAR		0681193852	125-001927	10/25/2024	CELL PHONE SERVICES	001-410-0000-62600-00	\$ 55.77	
43176	10/07/2024	196	MASTERDORY, LLC		10152024	125-001944	10/26/2024	MILEAGE REIMB. 07/01/2024-10/15/2024	001-410-0000-61400-00	\$ 277.45	
43162	10/22/2024	7675	DIANE ORENIDI		TRAVEL/7124-9/30/24	125-001582	10/12/2024	TRAVEL POST/OFFICE BANK 7/11/24-9/30/24	001-410-0000-61400-00	\$ 209.84	
42988	10/07/2024	6488	RENZIE SILVER		SUPPLIES	125-001875	10/21/2024	CHAINSAW LAMP, GLUE, HANGING FOLDERS	001-410-0000-61100-00	\$ 91.80	
43211	10/22/2024	6488	PRINTING IMPRESSIONS		77797/7776	125-001816	10/18/2024	TERMINATION DOORHANGERS, #10 WINDOW ENVELOPES	001-410-0000-74100-00	\$ 3,609.29	
43116	10/22/2024	156	PITNEY BOWES INC.		TRAVEL 9/21-9/25 PITTSBURGH	125-001623	10/03/2024	RED INK, CUBE SEALER, POSTAGE TAPE	001-410-0000-61400-00	\$ 444.00	
42987	10/07/2024	8241	MASTERYDORY, LLC		13446	125-001784	10/19/2024	SEWAGE DAMAGE CLEANUP	001-410-0000-62300-00	\$ 225.00	
43176	10/07/2024	7575	DAWES RICE LLP		67101026	125-001676	10/04/2024	PEST CONTROL 3RD FLOOR 125 W RACE ST 9/24/24	001-410-0000-62300-00	\$ 33.51	
42860	10/07/2024	80	DAWES RICE LLP		10/07/2024	125-001555	10/09/2024	PEST CONTROL ALARM 10/2/24	001-410-0000-61400-00	\$ 2,675.00	
42942	10/07/2024	5649	DAWES RICE LLP		10/07/2024	125-001872	10/21/2024	CITY PLANNING/ATTORNEY, PROS ATTORNEY 10/2024	001-410-0000-62310-00	\$ 5,666.67	
43176	10/22/2024	214	WV DIVISION OF CORRECTIONS & REHABILITATION		913151	125-001712	10/17/2024	INMATE MAINTENANCE 9/2024	001-410-0000-62010-00	\$ 9,308.52	
43113	10/22/2024	7276	INNOVATE INC.		65039	125-001478	09/17/2024	WIRELESS HEADSET FOR ELIA	001-410-0000-74100-00	\$ 324.39	
43102	10/22/2024	7575	BOWLES RICE LLP		10/20/2024	125-001563	10/02/2024	CITY PLANNING/ATTORNEY, PROS ATTORNEY 10/2024	001-410-0000-62310-00	\$ 3,333.34	
42923	10/07/2024	214	MAIN STREET MARTINSBURG		FY 2024/2025 #2	125-001705	10/07/2024	FY 2024/2025 QUARTERLY ALLOCATION	001-410-0000-86700-00	\$ 25,000.00	
43030	10/07/2024	244	DAWES RICE LLP		3	125-001875	10/09/2024	CDBG/HOME CONSULTANT, ARP, MILEAGE, TONER	001-421-0000-61400-00	\$ 18.36	
42942	10/07/2024	5649	DAWES RICE LLP		10/07/2024	125-001553	10/21/2024	CDBG/HOME CONSULTANT, ARP, MILEAGE, TONER	001-421-0000-63000-00	\$ 2,062.50	
43176	10/07/2024	214	WV DIVISION OF CORRECTIONS & REHABILITATION		43151	125-001816	10/18/2024	FY 2023 CAFER UDY-22-306-452	001-421-0000-63000-00	\$ 4,000.00	
43113	10/07/2024	5649	INNOVATE INC.		3	125-001609	10/02/2024	STABILIZATION SERVICES CDBG-CV-20-20	001-421-0000-62000-00	\$ 192.10	
43102	10/07/2024	7575	BUS CUSTOM CREATIONS		6325	125-001872	10/21/2024	CDBG/HOME CONSULTANT, ARP, MILEAGE, TONER	001-421-0000-63000-00	\$ 357.80	
42923	10/07/2024	1143	BOYS & GIRLS CLUB OF THE EASTERN PANHANDLE		1958	125-001554	10/09/2024	SHIRT/CORRY ROMAN	001-421-0000-61000-00	\$ 40.80	
43030	10/07/2024	244	NANCY S. STRINE CONSULTANTS LLC		3	125-001872	10/21/2024	CONDITIONS A/SEE A,MASTER PLAN/INV 230727-4.8 FM	001-422-0000-85900-00	\$ 5,275.00	
43108	10/22/2024	5362	NANCY S. STRINE CONSULTANTS LLC		43016	125-001872	10/21/2024	CDBG/HOME CONSULTANT, ARP, MILEAGE, TONER	001-421-0000-61100-00	\$ 2,062.50	
42916	10/22/2024	5362	URBAN DESIGN VENTURES LLC		93016	125-001872	10/21/2024	FY 2023 CAFER UDY-22-306-452	001-421-0000-63000-00	\$ 4,000.00	
43209	10/07/2024	2311	CATHOLIC CHARITIES WV		43209	125-001872	10/21/2024	CDBG/HOME CONSULTANT, ARP, MILEAGE, TONER	001-421-0000-62000-00	\$ 313.83	
43108	10/07/2024	5362	NANCY S. STRINE CONSULTANTS LLC		3	125-001872	10/21/2024	STABILIZATION SERVICES CDBG-CV-20-20	001-421-0000-63000-00	\$ 357.80	
43059	10/22/2024	1143	US CELLULAR		681193852	125-001713	10/09/2024	CELL PHONE SERVICES	001-422-0000-62300-00	\$ 77.00	
42924	10/07/2024	6734	VISA		10/10/24	125-001872	10/21/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	001-422-0000-85900-00	\$ 4,275.00	
43108	10/22/2024	5362	US CELLULAR		43016	125-001872	10/21/2024	CELL PHONE SERVICES	001-421-0000-63000-00	\$ 2,062.50	
43016	10/07/2024	2311	URBAN DESIGN VENTURES LLC		6873854309	125-001809	10/09/2024	FY 2023 CAFER UDY-22-306-452	001-421-0000-63000-00	\$ 4,000.00	
42929	10/07/2024	5817	CATHOLIC CHARITIES WV		3	125-001609	10/02/2024	STABILIZATION SERVICES CDBG-CV-20-20	001-421-0000-62000-00	\$ 313.83	
43108	10/22/2024	5362	NANCY S. STRINE CONSULTANTS LLC		681193852	125-001872	10/21/2024	CELL PHONE SERVICES	001-422-0000-63000-00	\$ 357.80	
43176	10/22/2024	196	US CELLULAR		10/10/24	125-001872	10/21/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	001-422-0000-85900-00	\$ 4,275.00	
43176	10/07/2024	6646	VISA		43145	125-001872	10/21/2024	CITY PLANNING/ATTORNEY, PROS ATTORNEY 10/2024	001-421-0000-62000-00	\$ 33.39	
43017	10/22/2024	196	US CELLULAR		43017	125-001927	10/21/2024	PLANNING COMMISSION MEETING NOV	001-421-0000-62000-00	\$ 42.59	
43009	10/07/2024	123	THE JOURNAL		43009	125-001857	10/21/2024	B2A JOURNAL AD FOR INV MEETING	001-421-0000-62000-00	\$ 33.39	
43145	10/22/2024	6646	VISA		43145	125-001871	10/21/2024	PLANNING COMMISSION SITE PLAN/WAVER JOURNAL AD	001-421-0000-62000-00	\$ 240.00	
43145	10/22/2024	3419	BOWLES RICE LLP		10/10/24	125-001854	10/21/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	001-421-0000-61700-00	\$ 20.00	
43060	10/22/2024	41	BOB'S TIRE SERVICE, INC.		43060	125-001853	10/21/2024	TIRE REPAIR	001-421-0000-62300-00	\$ 16.00	
43134	10/22/2024	123	THE JOURNAL		11621436/1683831	125-001859	10/21/2024	COURT SERVICES HEATH, CHAPMAN	001-420-0000-63000-00	\$ 46.76	
43134	10/22/2024	123	THE JOURNAL		43134	125-001856	10/21/2024	PLANNING COMMISSION MEETING NOV	001-421-0000-62000-00	\$ 33.39	
43009	10/07/2024	123	THE JOURNAL		43009	125-001856	10/21/2024	B2A JOURNAL AD FOR INV MEETING	001-421-0000-62000-00	\$ 33.39	
43145	10/22/2024	1935	MONY LIFE INSURANCE COMPANY OF AMERICA		43145	125-001857	10/21/2024	LONG TERM DISABILITY - 09/2024	001-421-0000-62000-00	\$ 2,663.83	
43157	10/28/2024	7074	AVAYA CLOUD OFFICE		43157	125-001857	10/21/2024	THE HUNTINGTON NATIONAL BANK	001-421-0000-61300-00	\$ 1,260.83	
43147	10/22/2024	2856	WEATHERHOLTZ BONDING %TOMMY WEATHERHOLTZ		43147	125-001857	10/21/2024	TELEPHONE SERVICES	001-421-0000-61300-00	\$ 50.00	
43134	10/22/2024	218	FRONTIER		43134	125-001817	10/21/2024	LUMBER HAUL, MO. DISPOSE JUNK, BOARD UP WIN	001-420-0000-61300-00	\$ 1,919.00	
43134	10/22/2024	123	FRONTIER		43134	125-001855	10/21/2024	TONERS, ENVELOPES, PENS	001-421-0000-61300-00	\$ 225.96	
43009	10/07/2024	123	FRONTIER		43009	125-001828	10/18/2024	LONG TERM DISABILITY - 09/2024	001-421-0000-61300-00	\$ 107.21	
43145	10/22/2024	6846	VISA		43145	125-001856	10/21/2024	ALARM/LINE CABLES 304-362-9615 9/24/24-10/23/24	001-421-0000-61300-00	\$ 989.68	
43145	10/22/2024	214	BOWLES RICE LLP		43145	125-001884	10/21/2024	GAS/GB ENERGY PROJECT LEASE	001-421-0000-61300-00	\$ 1,428.02	
43145</											

GL Allocation										
									Account	Amount
Check	Check Date	Vendor#	Name	First	Vendor Invoice	Invoice#	Invoice Date	Item Desc		Totals
42860	10/07/2024	80	J. C. EHRLICH	65099710	025-001479	10/04/2024	PEST CONTROL 2321 N QUEEN ST 9/12/24	001-4400-000-530000-00		70.30
42860	10/07/2024	80	J. C. EHRLICH	6701392	025-001685	10/04/2024	PEST CONTROL 208 SWIKING WA 9/26/24	001-4400-000-630000-00		64.45
42865	10/07/2024	7223	ACTION FACILITIES MANAGEMENT, INC.		125-001634	10/03/2024	CONTAINMENT/MAINTENANCE 9/15/24-10/14/24	001-4400-000-630000-00		4,960.00
43023	10/07/2024	6892	XERUX FINANCIAL SERVICES		125-001636	10/03/2024	COPY PAPER	001-4400-000-741000-00		411.05
43210	10/07/2024	5505	W.B. MASON CO., INC.		125-001687	10/04/2024	1IN8-6414-KRM, 1M98-KXWY, QKWW BULBS, RIBBONS	001-4400-000-741000-00		322.45
43014	10/07/2024	7429	AMAZON CAPITAL SERVICES		125-001684	10/04/2024	UNIFIRST CORPORATION, JANITORIAL, SANITIZERS	001-4400-000-745000-00		153.10
43178	10/07/2024	986	UNIFIRST CORPORATION		125-001663	10/03/2024	FY 2024/2025 ALLOCATION	001-4400-000-868000-00		692.98
42905	10/07/2024	8256	CITY OF MARTINSBURG COAL SEVERANCE FUND		125-001865	10/03/2024	SECURITY SERVICES 206 VIKING/229 E MARTIN 9/10/24	001-4400-000-865100-00		10,000.00
43171	10/08/2024	6138	ACTION FACILITIES MANAGEMENT, INC.		125-001634	10/03/2024	CITY HALL RENOVATIONS	001-4400-000-865100-00		4,960.00
43166	10/28/2024	8138	LANTZ CONSTRUCTION WINCHESTER		125-001945	10/26/2024	PICKLEBALL COURTS - DRAW #4	001-4400-000-865100-00		24,203.07
43165	10/28/2024	8213	JEFFERSON EXCAVATING INC.	4	125-001925	10/25/2024	WOODBURY AVE. STRIPPING (FINAL 2016, ADDITION SIGNS	001-4400-000-865100-00		36,018.77
43035	10/07/2024	7261	CIVIL & ENVIRONMENTAL CONSULTANTS, INC.		125-001924	10/25/2024	LAKE THOMAS PARK/REC MASTER PLAN	001-4400-000-865100-00		37,525.31
43035	10/07/2024	7261	CIVIL & ENVIRONMENTAL CONSULTANTS, INC.		125-001709	10/07/2024	MONUMENT SWIM INSPECTION SERVICES 100% REIMB.	001-4400-000-865100-00		10,000.00
43035	10/07/2024	7261	CITY OF MARTINSBURG POLICE FEDERAL FUND		125-001710	10/07/2024	CORRECT WIRE FUNDRAISING - DOI FOR FUTURE FUNDS 9/24/24	001-4400-000-865100-00		16,653.10
42933	10/07/2024	7894	CDW ASSOCIATES, INC.		125-001942	10/26/2024	TELEPHONE SERVICES	001-4400-000-865100-00		15,985.38
43157	10/28/2024	7704	AVAYA CLOUD OFFICE	4	125-001943	10/26/2024	CITY SERVICE 9/24/24-10/23/24	001-4400-000-865100-00		2,152.69
43140	10/22/2024	198	US CELLULAR		125-001810	10/17/2024	CDG/BG ENERGY PROJECT LEASE	001-7000-000-811000-00		459.09
43079	10/22/2024	4302	FRONTIER		125-001800	10/17/2024	PHONE 304-262-4039/304-188-0003.10/1/24-10/31/24	001-7000-000-811000-00		474.82
43079	10/22/2024	4302	FRONTIER		125-001821	10/18/2024	PHONE 304-262-4039/304-188-0003.10/1/24-10/31/24	001-7000-000-811000-00		384.29
43053	10/22/2024	7261	AT&T MOBILITY		125-001793	10/17/2024	SERRA 1 & SERRA: WIRELESS AIRCARDS	001-7000-000-811000-00		75.92
43053	10/22/2024	7261	US CELLULAR		125-001936	10/19/2024	CELL SERVICE 9/15/24-10/6/24	001-7000-000-811000-00		103.91
43157	10/28/2024	7894	FRONTIER		125-001936	10/19/2024	PHONE 304-2338/8/20/24-8/19/24	001-7000-000-811000-00		266.84
42854	10/07/2024	4302	THE HUNTINGTON NATIONAL BANK		125-001943	10/17/2024	TRAVEL 10/4-10/7 WHEELING WV/WCOPA	001-7000-000-813000-00		1,313.91
43133	10/22/2024	7389	FRONTIER		125-001940	10/17/2024	TRAVEL 10/4-10/7 WHEELING WV/WCOPA	001-7000-000-813000-00		62.43
43115	10/22/2024	4302	FRONTIER		125-001874	10/17/2024	TRAVEL NRA HANDGUN SHOTGUN INSTRUCTOR CLASS	001-7000-000-813000-00		1,584.31
43106	10/22/2024	2904	MOUNTAINEER GAS COMPANY		125-001806	10/17/2024	WATER 125 W RACE ST 8/14/24-9/3/24	001-7000-000-813000-00		282.88
43067	10/22/2024	61	CITY OF MARTINSBURG WATER DEPARTMENT		125-001524	10/07/2024	WATER 125 W RACE ST 9/4/24-10/2/24	001-7000-000-813000-00		4,501.02
43017	10/07/2024	196	FRONTIER		125-001936	10/19/2024	TRAVEL CHARLESTON ACADEMY GRADUATION 10/10-10/11	001-7000-000-813000-00		383.12
42854	10/07/2024	4302	FRONTIER		125-001477	09/27/2024	TRAVEL 10/4-10/7 WHEELING WV/WCOPA	001-7000-000-813000-00		533.83
43075	10/22/2024	6752	GAS RIMBURSEMENT		125-001780	10/17/2024	GAS REIMBURSEMENT 9/17/24	001-7000-000-813000-00		16,70
43002	10/07/2024	4785	FRONTIER		125-001468	09/27/2024	REPAIR NRA HANDGUN SHOTGUN ON 3RD FLOOR	001-7000-000-813000-00		3,320.98
42906	10/07/2024	43016	MOUNTAINEER GAS COMPANY		125-001467	09/27/2024	REPAIRS FOR WALL 3RD FLOOR CASHERS WINDOW	001-7000-000-813000-00		187.76
43067	10/07/2024	6456	FRONTIER		125-001673	10/17/2024	REPAIRS FOR WALL 3RD FLOOR CASHERS WINDOW	001-7000-000-813000-00		239.60
43103	10/22/2024	4302	MATTHEW ZOLLINGER		125-001803	10/17/2024	REPAIRS FOR WALL 3RD FLOOR CASHERS WINDOW	001-7000-000-813000-00		175.00
43075	10/22/2024	6752	FRONTIER		125-001780	10/17/2024	REPAIRS FOR WALL 3RD FLOOR CASHERS WINDOW	001-7000-000-813000-00		99.92
43061	10/22/2024	4424	FRONTIER		125-001468	09/27/2024	CHECK HVAC	001-7000-000-813000-00		81.79
43002	10/07/2024	4785	FRONTIER		125-001468	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		30.00
43066	10/07/2024	43016	NIKES PAINTING & FINISHING LLC		125-001467	09/27/2024	PRE-EMPLOYMENT POLYGRAPH	001-7000-000-813000-00		30/27.45
42904	10/07/2024	8245	HAYTECH SOLUTIONS DIVISION, LLC		125-001805	10/17/2024	UNPAID AIRCRAFT GENERAL COURSE FOR CERTIFICATION	001-7000-000-813000-00		940.00
43084	10/22/2024	8244	BOBIE MECHANICAL CONTRACTING, LLC		125-001980	10/17/2024	UNPAID AIRCRAFT GENERAL COURSE FOR CERTIFICATION	001-7000-000-813000-00		133.66
43061	10/22/2024	7980	BOBIE MECHANICAL CONTRACTING, LLC		125-001804	10/17/2024	UNPAID AIRCRAFT GENERAL COURSE FOR CERTIFICATION	001-7000-000-813000-00		93.01
43019	10/07/2024	124	VE. MAUCK GLASS		125-001804	10/17/2024	UNPAID AIRCRAFT GENERAL COURSE FOR CERTIFICATION	001-7000-000-813000-00		2,016.50
42919	10/07/2024	34	BERKLEY GLASS		125-001559	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		985.64
42941	10/07/2024	3419	D & L C		125-001559	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		370.23
42965	10/07/2024	6536	COURSE CERTIFICATION		125-001598	10/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		96.01
43139	10/22/2024	4827	REIMBURSEMENT		125-001782	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		24.00
43108	10/22/2024	5931	FRONTIER		125-001804	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		948.66
43044	10/08/2024	6318	INNOVATIVE INCORPORATED		125-001774	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		152.21
42988	10/07/2024	7465	PANSH INVESTIGATIONS, LLC		125-001559	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		124.10
42948	10/07/2024	6537	EAST MOUNTAIN HEALTH PHYSICIANS, INC.		125-001476	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		152.21
43139	10/22/2024	4827	EDWARD ROUGIERO		125-001557	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		190.79
43108	10/22/2024	5931	EDWARD ROUGIERO		125-001804	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		127.10
42946	10/07/2024	432	FRONTIER		125-001774	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		1,072.80
43125	10/07/2024	432	FRONTIER		125-001774	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		133.36
42845	10/07/2024	8681	DAULTON CONDO		125-001774	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		423.42
43118	10/22/2024	7465	BEGIN COUNSELING		125-001774	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		71.78
43095	10/07/2024	7956	ALI ABOUT FABRIC		125-001774	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		2,791.17
42948	10/07/2024	432	AARON MILLER		125-001774	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		406.37
42904	10/07/2024	8169	XEROX FINANCIAL SERVICES		125-001467	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		103.23
43153	10/22/2024	6892	SHENTEL		125-001811	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		283.02
42946	10/07/2024	7870	E.A.S. WINCHESTER, PLLC		125-001792	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		56.97
42845	10/07/2024	8681	DALTON CONDO		125-001556	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		513.39
43118	10/22/2024	4320	PURCHASE POWER		125-001475	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		240.22
43095	10/22/2024	6890	JUST-TECH LLC		125-001475	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		341.04
43145	10/07/2024	5246	FRONTIER		125-001475	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		341.04
43095	10/22/2024	6846	FRONTIER		125-001475	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		341.04
42850	10/07/2024	3289	COMCAST		125-001597	10/02/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		80.14
42904	10/22/2024	3289	COMCAST		125-001597	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		315.24
43153	10/22/2024	6892	ANDREW GARCIA		125-001591	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		240.22
42844	10/07/2024	4174	XEROX FINANCIAL SERVICES		125-001599	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		341.04
43051	10/07/2024	7223	OPP BUSINESS SOLUTIONS, LLC		125-001466	09/27/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		151.04
42946	10/07/2024	6846	VALLEY STORAGE MARTINSBURG		125-001804	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		109.58
43125	10/07/2024	6846	SHENTEL		125-001871	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		47.35
43145	10/07/2024	6846	VISA		125-001871	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		56.97
43145	10/07/2024	6846	VISA		125-001871	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		513.39
42850	10/07/2024	6846	SUN BADGE COMPANY		125-001809	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		240.22
42946	10/07/2024	6846	SOUTHERN POLICE EQUIPMENT		125-001798	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		341.04
43127	10/07/2024	6846	OPP BUSINESS SOLUTIONS, LLC		125-001792	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		151.04
43110	10/07/2024	6846	VALLEY CLUB BEVERAGES		125-001788	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		109.58
43145	10/07/2024	6846	VALLEY CLUB BEVERAGES		125-001787	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		56.97
42904	10/07/2024	4785	RAY ALLEN MANUFACTURING		125-001794	10/17/2024	IT SERVICE AGREEMENTS	001-7000-000-813000-00		513.39
42956	10/07/2024	4785	PET SMART</							

Check	Check Date	Vendor#	Name	First	Vendor Invoice	Invoice#	Invoice Date	Item Desc	GL Allocation		Totals
									Account	Amount	
4310	10/22/2024	7629	QDP BUSINESS SOLUTIONS, LLC		125-001785	10/17/2024	TONERS		001-700-0000-741100-00	\$ 906.82	
43001	10/07/2024	5985	ROCS FLEET BUSINESS SOLUTIONS		90167299	125-001482	09/27/2024	AUTO GASOLINE 8/2024	001-700-0000-743000-00	\$ 7,715.78	
43117	10/22/2024	6117	PT ARMOR, INC.		28629	125-001807	10/17/2024	NAME ID'S	001-700-0000-745000-00	\$ 80.00	
43080	10/22/2024	85	GALLS, LLC		029292501	125-001801	10/17/2024	BELT, REPPERS	001-700-0000-745000-00	\$ 206.05	
43086	10/22/2024	65	GALLS, LLC		039323468	125-001802	10/17/2024	PANT, SHIRTS	001-700-0000-745000-00	\$ 396.24	
43080	10/22/2024	65	GALLS, LLC		028934937	125-001781	10/17/2024	PANTS	001-700-0000-745000-00	\$ 354.83	
43055	10/07/2024	85	GALLS, LLC		028917256	10/02/2024	SHIRTS, PANTS, BADGES		001-700-0000-745000-00	\$ 665.56	
42955	10/07/2024	85	GALLS, LLC		028163985	125-001594	10/02/2024	PANTS, SHIRTS	001-700-0000-745000-00	\$ 1,586.57	
42955	10/07/2024	85	GALLS, LLC		028152332	125-001595	10/02/2024	NAMETAGS	001-700-0000-745000-00	\$ 31.60	
42955	10/07/2024	85	GALLS, LLC		029056568	125-001596	10/02/2024	PANTS	001-700-0000-745000-00	\$ 134.40	
43088	10/22/2024	6472	HWA ENTERPRISES		100124	125-001717	10/08/2024	TASK FORCE RENT 11/2024	001-700-0000-868000-08	\$ 11,147.13	
43157	10/28/2024	7704	AVAYA CLOUD OFFICE		CC-000958118	125-001943	10/20/2024	TELEPHONE SERVICES	001-700-0000-611000-00	\$ 491.19	
43140	06/22/2024	196	US CELLULAR		0681234740	125-001730	10/17/2024	CELL SERVICE B2/24-3/24	001-700-0000-611000-00	\$ 922.14	
43077	10/22/2024	4302	FRONTIER		8385192724	125-001721	10/19/2024	PHONE 304-2538 8/2024-10/28/24	001-700-0000-811000-00	\$ 108.58	
42854	10/07/2024	4302	FRONTIER		2338192724	125-001477	09/12/2024	PHONE 304-2538 8/2024-9/19/24	001-700-0000-611000-00	\$ 233.68	
42854	10/07/2024	85	GALLS, LLC		267314540630913202	125-001453	09/26/2024	PHONE SERVICE B1/24-9/5/24	001-700-0000-611000-00	\$ 256.67	
42855	10/07/2024	85	GALLS, LLC		10071204	125-001722	10/08/2024	EGCB ENERGY PROJECT LEASE	001-700-0000-613000-00	\$ 1,476.80	
43133	10/22/2024	7399	THE HUNTINGTON NATIONAL BANK		90707070	125-001722	10/17/2024	GAS 20IN RALEIGH/715N QUEEN B/22/24-9/23/24	001-700-0000-613000-00	\$ 299.80	
43106	10/22/2024	2604	MOUNTAINEER GAS COMPANY		431067	125-001781	10/17/2024	HYDRANT MAINTENANCE LIST QTR	001-700-0000-613000-00	\$ 1,500.00	
43106	10/22/2024	61	CITY OF MARTINSBURG WATER DEPARTMENT		250656982 01/15/24	125-001758	10/17/2024	WATER 215N QUEEN B/21/24-10/24/24	001-700-0000-613000-00	\$ 360.29	
43067	10/22/2024	61	CITY OF MARTINSBURG WATER DEPARTMENT		MULTIPLE	125-001834	10/01/2024	WATER 215N QUEEN B/21/24-10/24/24	001-700-0000-613000-00	\$ 6,501.85	
42992	10/07/2024	4785	POTOMAC EDISON		TRAVEL 815192724	125-001673	10/04/2024	ELECTRIC	001-700-0000-613000-00	\$ 330.54	
42992	10/07/2024	4302	ZACHERY MORGAN		TRAVEL 815191018	125-001622	10/04/2024	TRAVEL ALINDA VIA 9/15/24-9/18/24	001-700-0000-613000-00	\$ 416.85	
42966	10/07/2024	8222	JUSTIN MAY		TRAVEL 9/30-10/2	125-001672	10/04/2024	TRAVEL BRIDGEPORT FM CONFERENCE 9/30-10/2/24	001-700-0000-613000-00	\$ 162.25	
42925	10/07/2024	7277	BRADLEY KNIEFELM		LOGGING	125-001682	10/04/2024	CRITICAL CARE CLASS LOGGING	001-700-0000-613000-00	\$ 957.38	
43094	10/07/2024	4244	JOSHUA MILLS		TRAVEL 9/18/2024	125-001339	10/04/2024	TRAVEL - PED SYMPOSIUM GLEN JEAN W/9/28-10/3/	001-700-0000-613000-00	\$ 644.72	
42926	10/07/2024	3980	BRADLEY ROBERTS		LOGGING	125-001681	10/05/2024	LOGGING ADVANCED CRISIS CLASS	001-700-0000-614000-70	\$ 240.00	
42926	10/07/2024	3980	BRADLEY ROBERTS		INVENTORY	125-001658	10/05/2024	LOGGING ADVANCED CRISIS CLASS	001-700-0000-614000-70	\$ 400.00	
43063	10/22/2024	7170	US HOOD CLEANING		TRAVEL 10/1-10/3	125-001622	10/05/2024	KITCHEN FM HOOD SYSTEM	001-700-0000-614000-00	\$ 948.64	
43046	10/22/2024	7012	CARE SERVICES, INC.		262	125-001740	10/17/2024	PREV MIN. RANGE OEMACHINE	001-700-0000-614000-00	\$ 960.00	
43046	10/22/2024	4332	A.I.S. MECHANICAL, LLC		0139939	125-001756	10/17/2024	PWM HVAC SYSTEMS	001-700-0000-614000-00	\$ 1,424.00	
42926	10/07/2024	3980	A PLUS PLUMBING, LLC		0139970	125-001755	10/17/2024	REPLACE RECIRC PUMP, ECT	001-700-0000-614000-00	\$ 268.00	
42909	10/07/2024	7936	ALLIANCE LAUNDRY SYSTEMS DISTRIBUTION, LLC		0001946639	125-001491	09/27/2024	PWM SERVICE GEAR WASHER	001-700-0000-615000-00	\$ 170.00	
42903	10/07/2024	3549	A PLUS PLUMBING, LLC		019570	125-001610	10/03/2024	TOILET REPAIR	001-700-0000-615000-00	\$ 494.00	
43077	10/07/2024	62	FIRE SAFETY EQUIPMENT SUPPLY		21087	125-001760	10/17/2024	PWM INSPECTIONS EXTINGUISHERS	001-700-0000-616000-00	\$ 101.02	
42916	10/07/2024	4432	ATLANTIC EMERGENCY SOLUTIONS		19532828W	125-001611	10/03/2024	KITCHEN FM HOOD SYSTEM	001-700-0000-616000-00	\$ 398.25	
43000	10/07/2024	800	ROBERT'S OXYGEN CO., INC.		091015/213111/69671	125-001619	10/09/2024	OXYGEN	001-700-0000-616000-00	\$ 767.00	
43054	10/07/2024	4332	ATLANTIC EMERGENCY SOLUTIONS		PS12205	125-001755	10/17/2024	SQUAD 1 - NFPA INSPECTION	001-700-0000-617000-70	\$ 3,919.59	
43047	10/22/2024	4181	ADVANCE AUTO PARTS		6527-02811HAG	125-001719	10/16/2024	VEHICLE WAX	001-700-0000-617000-70	\$ 126.25	
42964	10/07/2024	8209	IT'S MOBILE TRUCK REPAIR, LLC		687	125-001618	10/03/2024	ENGINE 1 - REPAIR AIR LEAK	001-700-0000-617000-70	\$ 583.77	
43077	10/22/2024	7377	VALLEY AUTO & DIESEL		1303	125-001764	10/17/2024	MEDIC 5 OIL/FILTERS	001-700-0000-617000-70	\$ 1,020.30	
43020	10/07/2024	7377	VALLEY AUTO & DIESEL		1762	125-001492	09/27/2024	MEDIC 4 OIL & FILTERS	001-700-0000-617000-70	\$ 449.00	
43020	10/07/2024	7377	VALLEY AUTO & DIESEL		1775	125-001621	10/03/2024	MEDIC 2 OIL/FILTERS	001-700-0000-617000-70	\$ 449.00	
43152	10/22/2024	7292	WVPSIT - MARTINSBURG		PS12205	125-001762	10/17/2024	REIRE OFFICER CLASS INSTRUCTION	001-700-0000-621000-70	\$ 3,700.00	
43133	10/22/2024	7240	TONY CURTIS		6527-02811HAG	125-001719	10/16/2024	EMT REIRE FEES, NATIONAL REGISTRY FEES	001-700-0000-621000-70	\$ 437.5	
42932	10/07/2024	1687	CHRISTOPHER BEARD		687	125-001618	10/03/2024	ENGINE 1 - REPAIR AIR LEAK	001-700-0000-621000-70	\$ 507.5	
43143	10/22/2024	8224	ZACHERY MORGAN		1303	125-001764	10/17/2024	MEDIC 5 OIL/FILTERS	001-700-0000-621000-70	\$ 507.5	
43096	10/22/2024	3806	KENNY BOWERS		1762	125-001492	09/27/2024	MEDIC 4 OIL & FILTERS	001-700-0000-621000-70	\$ 449.00	
43092	10/22/2024	4879	IMMY MILLER		1775	125-001621	10/03/2024	MEDIC 2 OIL/FILTERS	001-700-0000-621000-70	\$ 449.00	
43152	10/22/2024	8242	UNITED DIAGNOSTIC SERVICES		5190	125-001765	10/17/2024	REIRE OFFICER CLASS INSTRUCTION	001-700-0000-621000-70	\$ 4,287.50	
43044	10/08/2024	6318	INNOVATIVE INCORPORATED		37594826	125-001712	10/08/2024	IT SERVICE AGREEMENTS	001-700-0000-623000-00	\$ 5,480.78	
42964	10/07/2024	6411	EAST MOUNTAIN HEALTH PHYSICIANS, INC.		MULTIPLE	125-001617	10/03/2024	PHYSICIAN, DRUG SCREENS, VACCINES	001-700-0000-621000-70	\$ 60.00	
43138	10/22/2024	8224	UNITED DIAGNOSTIC SERVICES		5190	125-001762	10/17/2024	PHYSICIAN, DRUG SCREENS, VACCINES	001-700-0000-621000-70	\$ 4,387.50	
43069	10/22/2024	3289	CONCAST		2486/10/16/24	125-001759	10/17/2024	PHYSICIAN, DRUG SCREENS, VACCINES	001-700-0000-621000-70	\$ 507.5	
43092	10/07/2024	3289	CONCAST		3086/9/17/24	125-001763	10/17/2024	PHYSICIAN, DRUG SCREENS, VACCINES	001-700-0000-621000-70	\$ 272.89	
43014	10/07/2024	7939	UNIFISET CORPORATION		7640/9/24/24	125-001763	10/03/2024	PHYSICIAN, DRUG SCREENS, VACCINES	001-700-0000-621000-70	\$ 156.81	
43005	10/07/2024	7939	STAPLES		21-001354	125-001663	10/03/2024	PHYSICIAN, DRUG SCREENS, VACCINES	001-700-0000-621000-70	\$ 283.35	
42916	10/07/2024	6159	BERKELEY CLUB BEVERAGES		7293/10/24/24	125-001612	10/03/2024	BOTTLED WATER	001-700-0000-623000-00	\$ 74.67	
43048	10/22/2024	8234	LOWE'S		8438	125-001030	10/18/2024	INSTALLATION TOUCH DISPLAY TRAINING ROOM	001-700-0000-623000-00	\$ 1,825.00	
42907	10/07/2024	6234	ADVANTAGE TECHNOLOGY, LLC		83756	125-001452	09/26/2024	INTERACTIVE DISPLAY PACKAGE CONTRACT TRAINING ROOM	001-700-0000-623000-00	\$ 428.83	
43072	10/22/2024	2922	DEE RAY		125-001657	10/03/2024	INTERVIEW 10/14/24-11/12/24	001-700-0000-623000-00	\$ 44.19		
43092	10/07/2024	966	UNIFISET CORPORATION		930/24/24	125-001663	10/03/2024	INTERVIEW 10/14/24-11/12/24	001-700-0000-623000-00	\$ 821.65	
43005	10/07/2024	7939	STAPLES		21-001354	125-001664	10/03/2024	OFFICE SUPPLIES	001-700-0000-623000-00	\$ 758.54	
42901	10/07/2024	7939	NAPA AUTO PARTS		930/24	125-001664	10/03/2024	PARTS & SUPPLIES	001-700-0000-623000-00	\$ 68.40	
42975	10/07/2024	114	LOWE'S		9/19/24	125-001362	10/03/2024	PARTS & SUPPLIES	001-700-0000-623000-00	\$ 428.83	
42927	10/07/2024	734	CAPITAL ONE		9/19/24	125-001450	09/26/2024	WATER & GATORADE, TRASH BAGS, DRANO	001-700-0000-623000-00	\$ 48.11	
42910	10/07/2024	7428	AMAZON CAPITAL SERVICES		9/19/24	125-001657	10/03/2024	TRIE DECOR	001-700-0000-623000-00	\$ 159.98	
42922	10/07/2024	1895	BOUND TREE MEDICAL LLC		9/20/24/24	125-001615	10/03/2024	MEDICAL SUPPLIES	001-700-0000-623000-00	\$ 562.86	
43122	10/22/2024	5895	ROCS FLEET BUSINESS SOLUTIONS		9/21/2024	125-001845	10/18/2024	AUTO GASOLINE 9/2024	001-700-0000-623000-00	\$ 1,233.49	
43122	10/22/2024	5895	ROCS FLEET BUSINESS SOLUTIONS		9/21/2024	125-001045	10/18/2024	AUTO GASOLINE 9/2024	001-700-0000-623000-00	\$ 1,316.25	

Check	Check Date	Vendor#	Name	First	Vendor Invoice	Invoice#	Invoice Date	Item Desc	GL Allocation
43140	10/22/2024	196	US CELLULAR		0681342600	125-001810	10/17/2024	CELL SERVICE 9/24/24-10/23/24	Account
		FRONTIER			9150104/24	125-001800	10/17/2024	PHONE 3/4-196-9150 10/4/24-11/3/24	Amount
43079	10/22/2024	43079			28735576852X1013202	125-001793	10/17/2024	SIERRA 1A SIERRA 2 WIRELESS MIRCARDS	Totals
43053	10/22/2024	7888	US MOUNTAINEER GAS COMPANY		0876297234	125-001608	10/02/2024	GAS 125 W RACE ST 8/22/24-9/23/24	
43107	10/22/2024	196	CITY OF MARTINSBURG WATER DEPARTMENT		420610/2/24	125-001608	10/17/2024	GAS 125 W RACE ST 9/4/24-10/2/24	
43067	10/22/2024	61	POTOMAC EDISON		6779-01/10/15/24	125-001796	10/17/2024	WATER 125 W RACE ST 9/4/24-10/2/24	
42952	10/22/2024	5245	NIKES PAINTING & FINISHING LLC		MULTIPLE	125-001673	10/04/2024	ELECTRIC	
43084	10/22/2024	8244	HAYTECH SOLUTIONS DIVISION, LLC		3344	125-001805	10/17/2024	REPAIR DRYWALL ON 3RD FL COR CASHIERS WINDOW	
		BORILE MECHANICAL CONTRACTING, LLC			C-100010980	125-001782	10/17/2024	REFARS HONEYWELL SYSTEM	
43061	10/22/2024	7980	V. E. MAULICK PLUMBING SUPPLY INC.		42545/239	125-001779	10/17/2024	CHECK HVAC	
42919	10/07/2024	128	BENKELEY GLASS		512133	125-001603	10/02/2024	REPAIR AND FLOOR URINAL	
		D & D LICS			124-1074	125-001590	10/02/2024	REPLACE BROKEN GLASS ON 3RD FLOOR	
42941	10/07/2024	3419	NMS LABS		6828	125-001674	10/04/2024	CARTWASHES 9/2024	
43119	10/22/2024	5931	EQUIFAX INFORMATION SVCS, LLC		125-001807	125-001804	10/17/2024	CASE SETUP	
42949	10/07/2024	70	XEROX FINANCIAL SERVICES		2863092180	125-001476	09/27/2024	BACKGROUND CHECK - CREDIT REPORT	
43153	10/22/2024	6892	SHENTEL		6312480	125-001811	10/17/2024	XEROX MACHINE CONTRACT	
43125	10/22/2024	5246	PURCHASE POWER		5463600110/9/24	125-001808	10/02/2024	DARK FIBER LEASE	
43118	10/22/2024	4320	JUSTTECH LLC		9210/10/3/24	125-001788	10/17/2024	POSTAGE	
43069	10/22/2024	3289	COMCAST		159845	125-001783	10/17/2024	CELLPHONE SERVICE COPIER	
43069	10/22/2024	3289	XEROX FINANCIAL SERVICES		9608/10/1/24	125-001787	10/17/2024	INTERNET 232 N QUEEN ST 10/4/24-11/3/24	
43027	10/22/2024	6892	VALLEY STORAGE MARTINSBURG		429710/8/24	125-001798	10/11/2024	INTERNET 125 W RACE ST 10/13/24-11/1/24	
43021	10/07/2024	6340	SHENTEL		6159559	125-001486	09/27/2024	XEROX MACHINE CONTRACT 8/24-9/23/24	
43004	10/07/2024	5246	J. C. BHLICH		52359	125-001604	10/02/2024	NOVEMBER STORAGE RENT, CHOICE PROTECTION	
42950	10/22/2024	6890	IRON MOUNTAIN		0019/09/24	125-001484	09/27/2024	DARK FIBER LEASE	
42859	10/07/2024	6591	DOMESTIC UNIFORM RENTAL		6710/10/25	125-001675	10/04/2024	PEST CONTROL 125 W RACE ST 9/24/24	
42944	10/07/2024	4174	ACTION FACILITIES MANAGEMENT, INC.		42959	125-001597	10/02/2024	SHREDDING	
		VISA			0330243905	125-001581	10/02/2024	MAT CLEANING	
43145	10/22/2024	6846	SUN BADGE COMPANY		6890	125-001589	10/02/2024	SECURITY SERVICES 9/2024	
43129	10/22/2024	188	SOUTHERN POLICE EQUIPMENT		10/10/24	125-001871	10/12/2024	LICENSE, VALUE, PERMIT, PIZZA, CLASS, HOTEL	
42996	10/07/2024	475	ODP BUSINESS SOLUTIONS, LLC		420738	125-001809	10/17/2024	BADGES, CASES	
43110	10/22/2024	5517	BATTERY MART		21107648	125-001809	10/02/2024	LAUNCHING CARTRIDGE, CUP, POWDER	
43110	10/22/2024	7629	RAY ALLEN MANUFACTURING		918/24/220542	125-001789	10/17/2024	PAPER, PLATES, SPOONS, BATTERIES, TAPE PENS, POCKETS	
42893	10/07/2024	6311	PROGRESSIVE PRINTING		MULTIPLE	125-001786	10/02/2024	MULTIPLE	
		PET SMART			25-001787	10/17/2024	TOILET PLUNGER, DUST PAN SET		
43110	10/22/2024	6159	ODP BUSINESS SOLUTIONS, LLC		25-001785	125-001785	10/17/2024	WATER	
43056	10/22/2024	28	BATTERY MART		918/24/220542	125-001605	10/02/2024	BATTERIES	
42955	10/07/2024	232	RAY ALLEN MANUFACTURING		918/24/220542	125-001602	10/02/2024	NEW FAIR ITEMS MUZZLE, FRAME	
43110	10/22/2024	6511	ODP BUSINESS SOLUTIONS, LLC		918/24/220542	125-001601	10/02/2024	BUSINESS CARDS - PTLM ROSE & THMIS	
42982	10/07/2024	7629	ODP BUSINESS SOLUTIONS, LLC		MULTIPLE	125-001600	10/02/2024	DOG FOOD, DOG BOWLS	
		GALLS, LLC			0232140116	125-001600	10/02/2024	TONER, TISSUE, FLASH DRIVE	
43110	10/22/2024	6159	ODP BUSINESS SOLUTIONS, LLC		42955	125-001677	10/04/2024	ADJUSTABLE CITATION CLIPBOARDS	
43001	10/07/2024	5865	ROCS FLEET BUSINESS SOLUTIONS		21107648	125-001785	10/17/2024	TONERS	
43080	10/22/2024	85	GALLS, LLC		90672299	125-001482	09/27/2024	AUTO GASOLINE 8/2024	
43080	10/22/2024	85	GALLS, LLC		023223201	125-001801	10/17/2024	BELT KEEPERS	
43080	10/22/2024	85	GALLS, LLC		0289323448	125-001802	10/17/2024	PANTS, SHIRTS	
42955	10/07/2024	85	GALLS, LLC		023168563	125-001594	10/02/2024	PANTS, SHIRTS	

Police Levy Fund \$ 8,218.74

Check	Check Date	Vendor#	Name	First	Vendor Invoice	Invoice#	Invoice Date	Item Desc	GL Allocation		Totals
									Account	Amount	
49031	10/07/2024	58	CITY OF MARTINSBURG GENERAL FUND		092024	125-0016598	10/07/2024	EXCISE TAX COLLECTED - 09/2024		13,598.24	
43133	10/07/2024	739	THE HUNTINGTON NATIONAL BANK		9070070	125-0017722	10/16/2024	ECGCB ENERGY PROJECT LEASE			
43115	10/22/2024	4785	POTOMAC EDISON		2561-10/15/24	125-0018852	10/12/2024	ELECTRIC 500 E JOHN ST/100 VISTA LN 9/11/24-10/09/24			
43115	10/22/2024	4785	POTOMAC EDISON			125-001874	10/12/2024	ELECTRIC			
42892	10/07/2024	4785	MOUNTAINEER GAS COMPANY		9048/09/20/24	125-001873	10/04/2024	GAS 500 E JOHN ST 7/31/24-8/31/24			
42892	10/07/2024	2804	W.B. WELLS CO., INC.		124-3417	125-0015000	09/26/2024	CALIBRATION SERVICE 500 E JOHN ST/100 VISTA LN 9/11/24-10/09/24			
43024	10/07/2024	7782	DSI, INC.		61627-11/15/2	125-0014667	09/26/2024	ELIMINATE REARAILMENT BUMP			
43146	10/22/2024	6460	WALKER PROCESS EQUIPMENT		INVO26558	125-001751	10/17/2024	SLUDGE INLET TRD ELEMENT EXPLOSION PROOF			
42880	10/07/2024	5071	MS CLEANING SERVICE		1024NDWCOM/1024WTPCOM	125-0015459	10/01/2024	CLEANING JOHN ST/100 VISTA LN 9/11/24-10/09/24			
43146	10/07/2024	6042	J.C. EHRLICH		6709/97/17/67098719	125-0014650	09/26/2024	PEST CONTROL 500 E JOHN ST/100 VISTA LN 9/11/24-10/09/24			
42834	10/07/2024	7261	CIVIL & ENVIRONMENTAL CONSULTANTS, INC.		449948	125-0016568	10/03/2024	PROFESSIONAL SERVICES THROUGH 9/17/24			
43008	10/07/2024	7874	THE HARDWARE STORE		11431	125-001534	09/30/2024	PIPE GLUE, SHARK BITES			
42876	10/07/2024	1178	MARTIN MARINETTA MATERIALS		42782170	125-0014824	09/27/2024	STONE			
42857	10/07/2024	8178	INFRAMARK, LLC		134505	125-0016448	10/03/2024	SW LABOR APPLICATIONS W/TP SERVICE CONTRACT			
42848	10/07/2024	6042	ENDUSTRA FILTER MANUFACTURERS		624468-3	125-001532	09/30/2024	INDUSTRIAL REPLACEMENT FILTER			
43094	10/07/2024	7954	PUMPMAN PITTSBURGH LLC		137009311	125-0014653	09/26/2024	ENDURAS W/TP 9/10/24 NEW KITS, CHECK VALVE, VENTS, IC/ONT LINE			
42828	10/07/2024	7170	CARE SERVICES, INC.		1-17046-1	125-0016444	10/03/2024	CONDENSENFAN MOTOR, REBUIL/ MOTOR			
43145	10/07/2024	6846	VISA		10/10/24	125-0018747	10/12/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL			
43104	10/22/2024	433	MCMASTER-CARR SUPPLY		34054435	125-0018490	10/18/2024	MISS. SCH. BO CPVC PLUMBING REPAIR PARTS			
42852	10/07/2024	7562	FREDERICKTOWN LABS, INC.		9/2024	125-0016487	10/03/2024	TOXIC/CIT. TESTING 9/2/24			
43149	10/07/2024	110	WM CORPORATE SERVICES, INC.		342789-12413-9	125-001738	10/16/2024	WASTE DISPOSAL			
43294	10/07/2024	110	WM CORPORATE SERVICES, INC.		3414058-2413-5	125-001488	09/26/2024	DISPOSAL, YARD WASTE/20YD SPECIAL WASTE			
43025	10/07/2024	110	SUFFOLK SALES & SERVICE		57223	125-001748	10/17/2024	SODIUM DISULFITE			
43128	10/22/2024	58935	SUFFOLK SALES & SERVICE		57273	125-001847	10/18/2024	FERRO CHLORIDE, SODIUM HYPO			
43128	10/22/2024	6846	COYNE CHEMICAL		439960	125-0018490	10/17/2024	BAFF, ZETG, POLYMER			
43070	10/22/2024	5997	COYNE CHEMICAL		440717	125-0016487	10/03/2024	CLT/AG			
42852	10/07/2024	7562	INNOVATIVE INCORPORATED		INVO074786855	125-001738	10/16/2024	CL17 BUFFER SOLUTIONS			
43018	10/07/2024	158	CONCAST		439279	125-0016465	10/03/2024	MICRO C 2000			
42839	10/07/2024	3289	COYNE CHEMICAL		43946	125-0018475	10/21/2024	W/NA/SEVER 8/30/24-9/6/24, PRINTOUTS			
43025	10/07/2024	6411	EBCO, PUBLIC SERVICE SERVER DISTRICT		59/2024	125-0019485	10/16/2024	UNIFORM RENTAL, JANITORIAL SUPPLIES			
43057	10/22/2024	1672	UNIFIRST CORPORATION		2323B/9/20/24	125-001477	08/27/2024	PHONE 304-389-3038 8/20/24-9/19/24			
42854	10/07/2024	4902	FRONIER		375794926	125-001712	10/08/2024	IT SERVICE AGREEMENTS			
43044	10/07/2024	6318	INNOVATIVE INCORPORATED		1305-3795/9/19/24	125-0016465	10/02/2024	TV/INTERNET 500 E JOHN ST/9/15/24-10/23/24			
42836	10/07/2024	3289	CONCAST		3283567	125-001734	10/16/2024	WIPES/ESSENTIAL MIST SPRAYS			
42846	10/07/2024	6411	EAST MOUNTAIN HEALTH PHYSICIANS, INC.		42946	125-001475	09/27/2024	PHYSICALS, DRUG SCREENS, VACCINES			
43073	10/22/2024	5688	DEP-AST PROGRAM		451431	125-0016777	10/21/2024	LEVEL OPERATING FEES			
43014	10/22/2024	7704	AVAYA CLOUD OFFICE		9/30/2024	125-0019483	10/16/2024	UNIFORM RENTAL, JANITORIAL SUPPLIES			
42854	10/07/2024	4902	TAMORIE F		981087134/9/21/24	125-0017472	10/17/2024	CELL SERVICE 8/21/24-9/21/24			
43044	10/07/2024	6318	CIVIL & ENVIRONMENTAL CONSULTANTS, INC.		446267	125-0015569	10/03/2024	LONG TERM CONTROL			
42836	10/07/2024	3289	V.E. MAUCK PLUMBING SUPPLY INC.		512630	125-0015446	10/16/2024	SUPPLIES			
43124	10/22/2024	2243	SHARE CORPORATION		2835367	125-001734	10/16/2024	WIPES/ESSENTIAL MIST SPRAYS			
42875	10/07/2024	114	LOWE'S		9/25/24	125-001562	10/02/2024	SUPPLIES			
43124	10/22/2024	5846	CAPITAL ONE		10/19/24	125-0014563	10/25/2024	PROPERTY LEASE FOR BIG SPRINGS PARCELS			
43227	10/22/2024	5846	ROCS FLEET BUSINESS SOLUTIONS		9213274	125-0017479	10/17/2024	AUTO GASOLINE 9/24-10/24			
43131	10/22/2024	7978	YSI INCORPORATED, AXLEYM BRAND		1103763	125-001753	10/03/2024	HYDROSPHERE RENEWAL DATA SOURCE, CELL SERVICE			
42834	10/07/2024	7261	INFRAMARK, LLC		135327	125-001734	10/16/2024	KILMER SPRING 1/2 TANKS COMPLITE			
43154	10/22/2024	4800	HIBRIGHT, LLC		43086	125-001745	10/17/2024	PRE-EMPLOYMENT BACKGROUND			
42890	10/22/2024	80	ARGOS USA		43086	125-001745	10/17/2024	PROPERTY LEASE FOR BIG SPRINGS PARCELS			
42894	10/07/2024	8443	KERSHNER CONTROLS		67	125-0017604	10/16/2024	PROPERTY LEASE FOR BIG SPRINGS PARCELS			
43122	10/22/2024	50855	QFEOJUN PLUMBING & HEATING		17408	125-001756	10/02/2024	TRACE LEAKS/REPAIRS KILMER SPRINGS PLANT			
42860	10/07/2024	5071	MS CLEANING SERVICE		125-001734	10/16/2024	CLEANING JOHN ST/RAND/BALT 10/1/24				
43133	10/07/2024	7389	THE HUNTINGTON NATIONAL BANK		111152	125-001734	10/16/2024	KILMER SPRING 1/2 TANKS REPAIR			
42974	10/07/2024	3383	LONG FENCE		60799717/67098719	125-001460	09/26/2024	PEST CONTROL 500 E JOHN ST/1421 RAND ST 9/1/24-10/24			
42960	10/07/2024	80	J.C. EHRLICH		670799715/6709871B	125-001650	10/04/2024	PEST CONTROL 300 BALST/600 BALST/9/2/24-10/24			
42964	10/07/2024	5087	ARGOS USA		444648	125-0015565	10/03/2024	PROFESSIONAL SERVICES THROUGH 9/7/24			
42976	10/07/2024	7261	MARTIN MARINER MATERIALS		4376274	125-001487	10/26/2024	STONE			
43112	10/22/2024	118	PACE ANALYTICAL SERVICES, LLC		507070	125-001722	10/16/2024	EGCB/E ENERGY PROJECT LEASE			
43112	10/22/2024	6445	POTOMAC EDISON		24305698/24305678/67098719	125-001739	10/16/2024	ANALYTICAL SERVICE BIG SPRINGS			
43106	10/22/2024	2904	MOUNTAINEER GAS COMPANY		2430561351	125-001731	10/16/2024	ANALYTICAL SERVICE BIG SPRINGS			
42960	10/07/2024	5087	POTOMAC EDISON		429892	125-001557	10/16/2024	ANALYTICAL KILMER SPRINGS			
43112	10/22/2024	545	WV DHHR-BPH		43150	125-001732	10/16/2024	BACTERIOLOGICAL TESTING			
43112	10/22/2024	6068	WV DHHR-BPH		43026	125-001842	10/16/2024	WATER/FACTORIOLOGICAL TEST			
42985	10/07/2024	6445	PAGE ANALYTICAL SERVICES, LLC		43112	125-001661	10/03/2024	ANALYTICAL CHARGES BIG SPRINGS, KILMER SPRINGS			
42950	10/07/2024	6005	EUROFINS LANCASTER LABORATORIES ENVIRONMENT		43112	125-001488	09/30/2024	ANALYTICAL CHARGES BIG SPRINGS, KILMER SPRINGS			
42940	10/22/2024	6164	CRYSTAL SPRINGS		163-001660	125-001673	10/03/2024	MONTHLY PFOA/SAMPLES			
43082	10/22/2024	5046	GRANGER		43112	125-001732	10/17/2024	VENTILATION FAN			
43112	10/07/2024	6058	WV DHHR-BPH		43112	125-001744	10/17/2024	WATER/FACTORIOLOGICAL TEST			
43026	10/22/2024	6445	PACE ANALYTICAL SERVICES, LLC		24305625	125-001662	10/03/2024	REBUD KITS, MASK, FILTERS, GOGGLES			
42986	10/07/2024	6068	PAGE ANALYTICAL SERVICES, LLC		43112	125-001661	10/03/2024	REBUD KITS, MASK, FILTERS, GOGGLES			
43112	10/07/2024	6445	EUROFINS LANCASTER LABORATORIES ENVIRONMENT		2430567124305678/67098719	125-001594	10/12/2024	HYDRO ACID, SODIUM HYPO			
43112	10/22/2024	6005	CRYSTAL SPRINGS		163-001660	125-001660	10/12/2024	HYDRO ACID, SODIUM HYPO			
42940	10/22/2024	2046	GRANGER		43112	125-001727	10/16/2024	MONTHLY PFOA/SAMPLES			
43082	10/22/2024	6046	WV DHHR-BPH		38526	125-001461	09/26/2024	ANALYTICAL KILMER SPRINGS			
43018	10/07/2024	198	USABLEBOOK		43018	125-001662	10/12/2024	3/4 INCH X CTIS QUICK, JOINT 30 ELBOW			
43112	10/22/2024	6445	PAGE ANALYTICAL SERVICES, LLC		43112	125-001661	10/12/2024	SUPPLIES			
42985	10/07/2024	6445	EUROFINS LANCASTER LABORATORIES ENVIRONMENT		43112	125-001660	10/12/2024	SUPPLIES			
42950	10/07/2024	6005	CRYSTAL SPRINGS		163-001660	125-001660	10/12/2024	HYDRO ACID, SODIUM HYPO			
42940	10/22/2024	4036	GRANGER		43112	125-001732	10/16/2024	HYDRO ACID, SODIUM HYPO			
43082	10/22/2024	5046	WV DHHR-BPH		43112	125-001732	10/16/2024	HYDRO ACID, SODIUM HYPO			
43112	10/07/2024	6058	USABLEBOOK		43112	125-001661	10/12/2024	HYDRO ACID, SODIUM HYPO			
42985	10/07/2024	6445	PAGE ANALYTICAL SERVICES, LLC		43112	125-001660	10/12/2024	HYDRO ACID, SODIUM HYPO			
42950	10/07/2024	6005	EUROFINS LANCASTER LABORATORIES ENVIRONMENT		163-001660	125-001660	10/12/2024	HYDRO ACID, SODIUM HYPO			
42940	10/22/2024	4036	GRANGER		43112	125-001732	10/16/2024	HYDRO ACID, SODIUM HYPO			
43082	10/22/2024	5046	WV DHHR-BPH		43112	125-001732	10/16/2024	HYDRO ACID, SODIUM HYPO			
43112	10/07/2024	6058	USABLEBOOK		43112	125-001661	10/12/2024	HYDRO ACID, SODIUM HYPO			
42985	10/07/2024	6445</td									

Check	Check Date	Vendor#	Name	First	Vendor invoice	Invoice#	Invoice Date	Item Desc	Gl Allocation	
42938	10/07/2024	6310	CORE & MAIN		125-001862	10/03/2024	SUPPLIES	Account	\$ 19,572.39	
43157	10/29/2024	7704	AVAYA CLOUD OFFICE		000-000393118	10/26/2024	TELEPHONE SERVICES	080-8080-9780-741000-00	\$ 438.52	
43131	10/22/2024	7978	T-MOBILE		991087134921/24	10/17/2024	CELL SERVICE 8/21/24-9/21/24	080-8080-9820-611000-00	\$ 423.08	
42954	10/07/2024	4302	FRONTIER		23859/9/20/24	09/27/2024	PHONE 304-189-2385 8/20/24-9/19/24	080-8080-9820-611000-00	\$ 1,195.77	
42954	10/07/2024	4302	FRONTIER		64381/4/21/9/19/24	10/02/2024	PHONE 304-262-6438/304-267-1421 9/19/24-10/18/24	080-8080-9820-611000-00	\$ 387.45	
43044	10/08/2024	6318	INNOVATIVE INCORPORATED		37394926	125-001712	IT SERVICE AGREEMENTS	080-8080-9820-623000-00	\$ 13,743.15	
43069	10/22/2024	3289	COMCAST		51309/9/26/24	10/08/2024	—	080-8080-9820-630000-00	\$ 118.75	
42936	10/07/2024	3289	COMCAST		73809/9/13/24	125-001741	TV 422 RANDOLPH ST 10/3/24-11/2/24	080-8080-9820-630000-00	\$ 143.51	
42936	10/07/2024	3289	COMCAST		13065/37639/9/19/24	125-001456	INTERNET 422 RANDOLPH ST STE 901/8/24-10/17/24	080-8080-9820-630000-00	\$ 184.51	
43110	10/22/2024	7629	ODP BUSINESS SOLUTIONS, LLC		125-001747	10/17/2024	TWINTERNET 500 E LOHNSBURG BLVD ST 9/15/24-10/23/24	080-8080-9820-741000-00	\$ 39.89	
43110	10/22/2024	7629	ODP BUSINESS SOLUTIONS, LLC		381932523001	125-001841	SOAP SPOONS, FORKS, PAPER	080-8080-9820-741000-00	\$ 86.95	
43110	10/22/2024	7629	ODP BUSINESS SOLUTIONS, LLC		MULTIPLE	125-001747	TONER	080-8080-9820-741000-00	\$ 88.23	
43110	10/22/2024	7629	LOWES		9/25/24	10/17/2024	SOAP SPOONS, FORKS, PAPER	080-8080-9820-741000-00	\$ 25.61	
43136	10/07/2024	7851	TROPHIES PLUS		0441	125-001562	SOAP SPOONS, FORKS, PAPER	080-8080-9820-741000-00	\$ 15.52	
43130	10/22/2024	4917	SUPER SHOES		9/11/24	125-001736	EMBOUDIRE ON SHIRTS & JACKET	080-8080-9820-745000-00	\$ 359.98	
43062	10/22/2024	7586	BRANDON RILEY		BOOTS	125-001814	10/16/2024	BOOTS	080-8080-9820-745000-00	\$ 200.00
43014	10/07/2024	966	UNIFIRST CORPORATION		9/30/24	125-001663	10/02/2024	UNIFORM RENTAL, JANITORIAL SUPPLIES	080-8080-9820-745000-00	\$ 1,853.54
43011	10/07/2024	2219	TRACTOR SUPPLY CREDIT PLAN		9/29/24	125-001679	10/04/2024	BOOTS	080-8080-9820-745000-00	\$ 67.99
43006	10/07/2024	4917	SUPER SHOES		9/27/24	125-001678	10/04/2024	BOOTS, PULLOVER	080-8080-9820-745000-00	\$ 207.98
43057	10/22/2024	1672	BERK CO. PUBLIC SERVICE SEWER DISTRICT		MULTIPLE	125-001876	10/02/2024	BOOTS, PULLOVER	080-8080-9820-613000-00	\$ 66.12
43145	10/22/2024	6646	VISA		10/10/24	125-001871	10/12/2024	WIN AV SEWER 8/30/24-9/30/24, PRINTOUTS	080-8080-9820-614000-00	\$ 609.35
43062	10/22/2024	6846	CHRISTOPHER WILLING		10/10/24	125-001725	10/16/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	080-8080-9820-614000-00	\$ 745.80
43065	10/22/2024	8191	BRANDON RILEY		TRAVEL 10/6-10/11	125-001833	10/18/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	080-8080-9820-614000-00	\$ 428.72
43062	10/22/2024	7588	JACOB LAMBERT		TRAVEL 10/6-10/11	125-001832	10/19/2024	TRAVEL 10/6-10/11: PRINCETON/WA DST LICENSE	080-8080-9820-614000-00	\$ 450.09
42861	10/07/2024	7814	GONK POSTAL		TRAVEL 8/22-9/27	125-001649	10/03/2024	TRAVEL LOGAN/WV WATER OPERATOR TEST 9/19/22-9/27/24	080-8080-9820-614000-00	\$ 464.91
43081	10/22/2024	3721	LOWE'S		10/12/24	125-001743	10/17/2024	MCMASTER, CARR 9/12/24	080-8080-9820-741000-00	\$ 7.84
42975	10/07/2024	114	LOWE'S		9/25/24	125-001562	10/03/2024	SUPPLIES	080-8080-9820-741000-00	\$ 1,756.13
42975	10/07/2024	114	LOWE'S		9/25/24	125-001562	10/03/2024	SUPPLIES	080-8080-9820-741000-00	\$ 128.08
42341	10/07/2024	3419	D & C		432936	125-001646	10/03/2024	CAR WASH 9/19/2024	080-8080-9410-617100-00	\$ 20.00
42355	10/07/2024	7164	CHMS CHRYSLER DODGE JEEP RAM OF MARTINSBURG		9/30/2028	125-001454	09/26/2024	REPLACED PDC	080-8080-9410-617100-00	\$ 805.15
43123	10/22/2024	171	SAFETY-KLEEN SYSTEMS, INC.		9/30/2057	125-001733	10/16/2024	USED OIL/ OIL SERVICE	080-8080-9410-741000-00	\$ 57.50
42881	10/07/2024	7575	NAPA AUTO PARTS		9/30/24	125-001684	10/03/2024	PARTS & SUPPLIES	080-8080-9410-741000-00	\$ 791.83
42975	10/07/2024	114	LOWE'S		9/25/24	125-001562	10/02/2024	SUPPLIES	080-8080-9410-741000-00	\$ 380.17
42969	10/07/2024	4463	KIMBALL MIDWEST		10/26/2028	125-001548	10/02/2024	WIPERS, GREASE FITTING	080-8080-9410-741000-00	\$ 419.56
43122	10/22/2024	5985	ROCS FLEET BUSINESS SOLUTIONS		9/21/2024	125-001878	10/21/2024	AUTO GASOLINE 9/1/2024	080-8080-9410-743000-00	\$ 1,197.77

Water & Sewer Fund \$ 305,707.71

Check	Check Date	Vendor#	Name	First	Vendor Invoice	Invoice#	Invoice Date	Item Desc	GL Allocation		Totals	
									Account	Amount		
42986	10/07/2024	8239	PADUA DEVELOPMENT, LLC			125-001640	10/03/2024	GARBAGE FEE REFUND - OVERPAYMENT	084-000-0000-435000-00	\$ 276.75		
42985	10/07/2024	8237	JOHN COLE			125-001655	10/03/2024	FIRE & CARRIAGE FEE REFUND - OVERPAYMENT	084-000-0000-435000-00	\$ 93.00		
43176	10/28/2024	196	US CELLULAR			125-0015927	10/28/2024	CELL PHONE SERVICES	084-800-0000-611000-00	\$ 50.77		
42854	10/07/2024	4302	FRONTIER			125-0015852	10/28/2024	PHONE	084-304-284-2128 9/19/24-10/18/24	\$ 89.36		
43133	10/22/2024	7399	THE HUNTINGTON NATIONAL BANK			125-0015824	10/03/2024	ECR6 ENERGY PROJECT LEASE	084-800-0000-613000-00	\$ 1,149.77		
43106	10/22/2024	2904	MOUNTAINER GAS COMPANY			90707070	10/03/2024	GAS BOSTON/STEPHEN 22/24/23/24	084-900-0000-613000-00	\$ 50.11		
43087	10/22/2024	61	CITY OF MARTINSBURG WATER DEPARTMENT			125-0015724	10/17/2024	WATER 300 BOSTON ST 9/3/24-10/12/24	084-900-0000-613000-00	\$ 101.76		
43087	10/22/2024	6459	HOLT INDUSTRIES, INC.			125-0016350	10/19/2024	STROBE LIGHTS, JUNCTION BOX, ALARM, SWITCH	084-900-0000-617000-00	\$ 1,238.00		
43064	10/22/2024	53	CENTRAL TRUCK & TRAILER PARTS, LLC			125-0016350	10/19/2024	PIPE BUSHING	084-900-0000-617000-00	\$ 47.76		
42896	10/07/2024	5132	RESELY TIRE COMPANY, INC.			125-001539	10/01/2024	PRI TIRE	084-800-0000-617000-00	\$ 28.25		
42971	10/07/2024	1522	LE'S AUTO & TRUCK REPAIR			125-0016328	10/03/2024	VEHICLE INSPECTIONS FOR G10 & G11	084-800-0000-617000-00	\$ 39.56		
42853	10/07/2024	7213	FREIGHTLINER C. & WINCHESTER			125-001497	08/27/2024	KIT, CLAMP 13D, NUTS 129S, GASLET 1295	084-900-0000-617000-00	\$ 1,810.24		
42831	10/07/2024	53	CENTRAL TRUCK & TRAILER PARTS, LLC			125-001626	10/03/2024	PROTECTION VALVE, PIPE, ELBOW FITTING	084-900-0000-617000-00	\$ 261.98		
42821	10/07/2024	41	BOB'S TIRE SERVICE, INC.			125-001495	08/27/2024	GR-3 TIRES	084-900-0000-617000-00	\$ 550.78		
43145	10/22/2024	6846	VISA			10/07/2024		LICENSE, VALUE, PERMIT, PIZZA, CLASS, HOTEL	084-900-0000-621000-00	\$ 75.00		
43086	10/07/2024	5097	HIRERIGHT, LLC			125-001745	10/17/2024	PRI-EMPLOYMENT BACKGROUND	084-800-0000-623000-00	\$ 154.86		
43044	10/08/2024	6318	INNOVATIVE INCORPORATED			125-001745	10/18/2024	IT SERVICE AGREEMENTS	084-800-0000-623000-00	\$ 1,828.30		
43036	10/07/2024	6741	INNOVATIVE INC.			125-001628	10/03/2024	AVAYA CLOUD OFFICE, 50% DEPOSIT	084-800-0000-623000-00	\$ 2,298.32		
42846	10/07/2024	6411	EAST MOUNTAIN HEALTH PHYSICIANS, INC.			125-001497	08/27/2024	PHYSICALS, DRUG SCREENS, VACCINES	084-900-0000-623000-00	\$ 33.00		
42880	10/07/2024	5071	MS LEANING SERVICE			125-001629	10/03/2024	CLEAN, FACILITY BOSTON, ST FOR OCT	084-900-0000-623000-00	\$ 197.50		
42873	10/07/2024	7482	LINDE GAS & EQUIPMENT, INC.			125-001492	09/17/2024	CYLINDER RENTAL 8/2024-9/2024	084-900-0000-623000-00	\$ 167.91		
42860	10/07/2024	80	J. C. EHRLICH			125-001469	09/17/2024	PEST CONTROL 7/12/25/098713/67/098714	084-800-0000-623000-00	\$ 98.50		
42837	10/07/2024	7729	COMPLETE DOCUMENT SOLUTIONS CENTRAL PENN, LLC			125-001448	08/23/2024	COPIER CONTRACT 8/2024	084-800-0000-623000-00	\$ 60.93		
42836	10/07/2024	3289	CONCAST			125-001455	09/26/2024	WINTERNET 800 BOSTON ST 9/17/24-10/16/24	084-800-0000-623000-00	\$ 105.80		
42846	10/07/2024	128	V.E. MAUCK PLUMBING SUPPLY, INC.			125-001777	10/17/2024	NUTS, WASHERS, SCREWS, BIT	084-800-0000-623000-00	\$ 61.43		
43124	10/22/2024	2243	SHARE CORPORATION			125-001846	10/19/2024	AIR FRESHENERS	084-800-0000-741000-00	\$ 297.44		
43124	10/22/2024	7482	SHARE CORPORATION			125-001852	10/18/2024	TAGS, FRESHNER, LUCKY HANDS, DECER, PUSS VARIETY	084-800-0000-741000-00	\$ 603.46		
43099	10/07/2024	113	LEWIS PAINT & HARDWARE			125-001824	10/01/2024	PAINT & PAINT SUPPLIES, PRUNER, GLUE, BAGS	084-800-0000-741000-00	\$ 16.19		
43076	10/22/2024	8116	FASTENAL COMPANY			125-001771	10/17/2024	COMPARTMENT BOX, BIT HOLDER, INSERT BIT, P BIT	084-800-0000-741000-00	\$ 146.62		
43076	10/22/2024	8116	FASTENAL COMPANY			125-001820	10/18/2024	NUT, DRILL DISC, WASHER BIT, BUSHING	084-800-0000-741000-00	\$ 511.52		
43086	10/07/2024	8116	FASTENAL COMPANY			125-001849	10/26/2024	NUTS, WASHERS, SCREWS, BIT	084-800-0000-741000-00	\$ 273.75		
43013	10/07/2024	4065	ULINE			125-001841	10/01/2024	OFFICE SUPPLIES, SAFETY GLASSES, WIPES, TRASH BAGS	084-800-0000-741000-00	\$ 131.68		
42861	10/07/2024	7575	NAPA AUTO PARTS			9/30/24	125-001846	10/03/2024	PARTS & SUPPLIES	084-800-0000-741000-00	\$ 250.77	
42975	10/22/2024	114	LLOWE'S			9/25/24	125-001824	SUPPLIES & GATORADE, TRASH BAGS, DRANO	084-800-0000-741000-00	\$ 104.46		
42927	10/07/2024	7384	CAPITAL ONE			9/19/24	125-001824	AUTO GASOLINE 9/2024	084-800-0000-741000-00	\$ 112.83		
43122	10/22/2024	5865	ROCS FLEET BUSINESS SOLUTIONS			9/21/2025	125-001844	10/18/2024	UNIFORM RENTAL, JANITORIAL SUPPLIES	084-800-0000-742000-00	\$ 4,742.17	
43083	10/18/2024	110	H.N. FUNKHOUSER			09/24/2024	125-001824	BULK OIL, CHEVRON OIL	084-800-0000-742000-00	\$ 73.79		
43055	10/22/2024	6764	BALTIMORE TRUCK CENTER			10/17/2024	125-001824	55 GAL DRUM, CORE CREDIT	084-800-0000-743000-00	\$ 212.53		
42856	10/07/2024	548	H.N. FUNKHOUSER			10/11/24	125-001862	09/27/2024	BULK CHEVRON OIL	084-800-0000-743000-00	\$ 591.00	
43130	10/07/2024	4917	SUPER SHOES			9/20/24	125-001863	10/03/2024	BOOTS	084-800-0000-745000-00	\$ 125.89	
43014	10/07/2024	966	UNIFIRST CORPORATION			9/31/24	125-001449	09/24/2024	REFUSE DISPOSAL 9/16/24-9/30/24	084-800-0000-745000-00	\$ 3,491.50	
43006	10/07/2024	4917	SUPER SHOES			02/24/2024	125-001851	10/17/2024	REFUSE DISPOSAL 10/17/24-10/24/24	084-800-0000-745000-00	\$ 492.97	
43149	10/22/2024	110	WIM CORPORATE SERVICES, INC.			02/24/2024	125-001772	10/18/2024	RECYCLING 10/22/24	084-800-0000-745000-00	\$ 20,023.51	
43052	10/22/2024	7327	APPLE VALLEY WASTE			02/26/2024	125-001818	10/17/2024	RECYCLING 10/9/24	084-800-0000-755000-00	\$ 143.10	
42952	10/22/2024	110	WIM CORPORATE SERVICES, INC.			02/28/2024	125-001544	10/01/2024	REFUSE DISPOSAL 9/11/24-9/15/24	084-800-0000-755000-00	\$ 19,082.84	
43025	10/07/2024	5132	RESELY TIRE COMPANY, INC.			03/01/2024	125-001632	10/03/2024	TIRE DISPOSAL	084-800-0000-755000-00	\$ 20.00	
42969	10/07/2024	7327	APPLE VALLEY WASTE			03/01/2024	125-001624	10/09/2024	RECYCLING 9/25/24	084-800-0000-755000-00	\$ 165.35	
42912	10/07/2024	7327	APPLE VALLEY WASTE			03/01/2024	125-001536	10/01/2024	RECYCLING 9/19/24	084-800-0000-755000-00	\$ 113.35	
43111	10/22/2024	8246	OMEGA COMMERCIAL INTERIORS LLC			07/24/2024	125-001825	10/18/2024	FURNITURE FOR PUBLIC WORKS BUILDING	084-800-0000-955000-00	\$ 39,795.14	
43034	10/07/2024	269	CITY OF MARTINSBURG TRAIN STATION FUND			09/20/24	125-001701	10/07/2024	PERMITS COLLECTED - 09/2024	085-000-0000-221500-00	\$ 821.00	
43176	10/29/2024	196	US CELLULAR			09/25/24	125-001943	10/26/2024	CELL PHONE SERVICES	085-5710-0000-613000-00	\$ 188.83	
43157	10/28/2024	7704	AVAYA CLOUD OFFICE			09/26/24	125-001874	10/21/2024	TELEPHONE SERVICES	085-5710-0000-613000-00	\$ 91.44	
43115	10/22/2024	4765	POTOMAC EDISON			09/29/24	125-001712	10/09/2024	ELECTRIC	085-5710-0000-613000-00	\$ 78.46	
43044	10/09/2024	6313	INNOVATIVE INCORPORATED			09/30/24	125-001607	10/02/2024	IT SERVICE AGREEMENTS	085-5710-0000-632000-00	\$ 909.19	
43007	10/07/2024	7521	T2 SYSTEMS, INC.			09/29/24	125-001683	10/04/2024	OWNERSHIP LOOKUPS - 9/2024	085-5710-0000-633000-00	\$ 115.00	
42980	10/07/2024	7959	PAYPHONE TECHNOLOGIES, INC.			09/30/24	125-001572	10/09/2024	TRANSACTION FEE 9/2024	085-5710-0000-741000-00	\$ 368.85	
43132	10/22/2024	7521	T2 SYSTEMS, INC.			09/29/24	125-001715	10/09/2024	TRAVEL FOR RETURN BROKEN PRINTER JASON	085-5710-0000-741000-00	\$ 68.78	
42972	10/07/2024	113	LEWIS PAINT & HARDWARE			09/27/2024	125-001502	09/27/2024	S VOL BATTERIES	085-5710-0000-741000-00	\$ 1,701.26	
42989	10/07/2024	6200	PAUL PARKER			09/27/2024	125-001503	09/27/2024	SKETCHERS MEN VIGOR SHOES	085-5710-0000-745000-00	\$ 118.58	
42982	10/07/2024	7560	JASON MILLER			09/27/2024	125-001501	09/27/2024	BRICKS MEN'S ADDICTION WALKER 2 WALKING SHOES	085-5710-0000-745000-00	\$ 129.95	
									Parking Fund	\$ 4,590.34		
									Sanitation Fund	\$ 102,161.07		

Check	Check Date	Vendor#	Name	First	Vendor Invoice	Invoice#	Invoice Date	Item Desc	Gl Allocation
43176	10/28/2024	196	US CELLULAR	0881193852	125-001527	10/05/2024	CELL PHONE SERVICES	426-8050-000-000-0000-00	416.76
43167	10/28/2024	7704	AVAYA CLOUD OFFICE	CD-00093958118	125-001943	10/06/2024	TELEPHONE SERVICES	426-8050-000-000-0000-00	304.80
43145	10/22/2024	6846	VISA	10110/24	125-001871	10/12/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	426-8050-000-000-0000-00	746.52
43120	10/22/2024	6750	REBECCA RUSSELL	TRAVEL 9/30-10/8	125-001776	10/17/2024	TRAVEL RICHMOND VA 8/30-10/3	426-8050-000-000-0000-00	280.00
43081	10/22/2024	6487	JARED TOMLIN	TRAVEL 9/30-10/3	125-001773	10/17/2024	APWA PWI TRAVEL RICHMOND VA 9/30-10/3	426-8050-000-000-0000-00	280.00
43145	10/22/2024	6846	VISA	10110/24	125-001871	10/12/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	426-8050-000-000-0000-00	459.25
43044	10/08/2024	6318	INNOVATIVE INCORPORATED	37594926	125-001712	10/08/2024	IT SERVICE AGREEMENTS	426-8050-000-000-0000-00	3,691.24
42982	10/07/2024	7582	FREDERICKTOWNE LABS, INC.	FV0629	125-001496	09/27/2024	DYNEA/THIRI SAMBLING TUSCARA CREEK SEPT 2024	426-8050-000-000-0000-00	558.00
42982	10/07/2024	7582	FREDERICKTOWNE LABS, INC.	FV0633	125-001457	09/26/2024	DRY WEATHER SAMPLING OFF FALL 9/2024	426-8050-000-000-0000-00	279.00
42982	10/07/2024	7582	FREDERICKTOWNE LABS, INC.	FV0632	125-001458	09/26/2024	DRY WEATHER SAMPLING DRYTRUN 9/2024	426-8050-000-000-0000-00	279.00
43114	10/22/2024	7750	POSM SOFTWARE LLC	4223	125-001843	10/18/2024	PIPE INSPECTION SOFTWARE	426-8050-000-000-0000-00	6,500.00
43035	10/07/2024	7281	CIVIL & ENVIRONMENTAL CONSULTANTS, INC.	439435/146167	125-001707	10/07/2024	SOUTH ST IMPROVEMENTS	426-8050-000-000-0000-00	52.47
422837	10/07/2024	7729	COMPLETE DOCUMENT SOLUTIONS, CENTRAL PENN, LLC	N736468	125-001448	09/23/2024	COPIER CONTRACT 8/12/2024	426-8050-000-000-0000-00	288.89
43145	10/22/2024	6846	VISA	10110/24	125-001448	10/12/2024	LICENSE, VALVE, PERMIT, PIZZA, CLASS, HOTEL	426-8050-000-000-0000-00	288.89
43116	10/22/2024	156	PRINTING IMPRESSIONS	7728	125-001971	10/12/2024	PHONE CARD HOLDERS	426-8050-000-000-0000-00	270.00
422892	10/07/2024	7628	ODP BUSINESS SOLUTIONS, LLC	38673153001	125-001538	10/01/2024	DELL DOCKING STATION	426-8050-000-000-0000-00	304.19
42975	10/07/2024	114	LOWES	9/25/24	125-001562	10/02/2024	SUPPLIES	426-8050-000-000-0000-00	237.54
43122	10/22/2024	5855	ROCS FLEET BUSINESS SOLUTIONS	9213275	125-001344	10/19/2024	AUTO GASOLINE 9/12024	426-8050-000-000-0000-00	398.46
43006	10/07/2024	4917	SUPER SHOES	9/27/24	125-001678	10/04/2024	BOOTS, PULLOVER	426-8050-000-000-0000-00	24.49
43006	10/07/2024	4917	SUPER SHOES	9/27/24	125-001678	10/04/2024	BOOTS, PULLOVER	426-8050-000-000-0000-00	1,282.00
43035	10/07/2024	7261	CIVIL & ENVIRONMENTAL CONSULTANTS, INC.	445320	125-001711	10/07/2024	CITY SALT STORAGE BMP (GRANT - 100%)	426-8050-000-000-0000-00	38,785.00
43111	10/22/2024	8246	OMEGA COMMERCIAL INTERIORS LLC	6754	125-001825	10/19/2024	FURNITURE FOR PUBLIC WORKS BUILDING	426-8050-000-000-0000-00	287,106.80
43040	10/07/2024	8240	MONUMENT CONSTRUCTION, LLC	23-2883-C01	125-001705	10/07/2024	STORMWATER PROJECT REIMBURSEMENT		
					Stormwater Fund		\$ 349,234.40		
					Totals		\$ 1,717,566.80		

Zoning Form

(Original copy must be submitted to the WVABCA Licensing Department)

Note: If an establishment's location is not situated within a municipality, this office will need a letter from the County Commission stating that the establishment location is zoned properly. All applicants must complete the obverse (front) portion of the form.

To: Municipal Clerk or Recorder

Under the requirements set forth in 60-7-4a and/or 11-16-8(a)(5) of the W. Va. State Code, a person intending to apply for a license to operate an ABCA licensed Private Club, Private Wine Restaurant or Tavern at any location within a municipality must file a notice of such intention with the Clerk or Recorder of such municipality at least ten (10) days prior to filing an application for such license with the Alcohol Beverage Control Administration. Pursuant to this requirement, notice is herein given that the following intends to apply to the WVABCA for a license to operate a Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern issued pursuant to the provisions of §§ Chapter 60, Article 7 and Article 8 and/or Chapter 11, Article 16 of the W.Va. State Code.

Entity Name: Mom's Family Diner LLC

DBA (Doing Business As): Scatello's Speakeasy

Address of Establishment: 109 N Queen St Martinsburg WV 25401
(Street/Route) (City) (State) (Zip Code)

Applicant's Name(s): Boyd Jr. Howard DeLane
(Last) (First) (Middle)

(Last) (First) (Middle)

General Description of Premises: Speakeasy Bar & Restaurant 5pm - Close

- Diner 7am - 2pm - No alcohol -

Food Services to be Offered: Private events Sun - Tue 5 - close

Public wed - Sat 5 - 12

Patron Capacity: 75

This Notice has been filed with the Clerk or Recorder of the City/Town of

on this _____ day of _____, _____.

Applicant's Signature(s): Eric Scatello Date: 11/18/24

Date: _____

(Municipality to fill out reverse side of form)

ABCA-Lic.Z.2

(FOR USE BY MUNICIPAL AUTHORITIES ONLY)

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern described consistent with the zoning ordinances or your Municipality as either a permitted use or a conditional use of such premises?

Yes No

If the answer to the first question was "no," does your Municipality provide within its business zones suitable alternative locations for Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern?

Yes No

Is the proposed location for the Private Club, Private Wine Restaurant, Private Wine Bed and Breakfast, Private Wine Spa, or Tavern herein described situated in an area designated for the use of community development block grant funds in the municipality?

Yes No

If yes, is the planned use of the premises at the location herein described consistent with any plan adopted by the governing body of the municipality for revitalization of the area wherein the premises are situated?

Yes No

Does the municipality have any restrictions or regulations prohibiting Limited Video Lottery?

Yes No

Does the municipality have any restrictions or regulations prohibiting Exotic Dancing establishments?

Yes No

Additional comments to the Alcohol Beverage Control Administration:

Approved By: Authorized Official Signature and Title

City/Town

Date: _____

Return Original To: **WVABC**
Licensing Division
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302



November 20, 2024

Mr. Mark Baldwin
City Manager
City of Martinsburg
P.O. Box 828
Martinsburg, WV 25402

RECEIVED
NOV 20 2024
CITY OF MARTINSBURG
CITY MANAGERS OFFICE

RE: Important Information—Price Adjustments

Dear Mr. Baldwin,

At Comcast, we are committed to delivering the products and services that matter most to our customers in City of Martinsburg, as well as exciting experiences they won't find anywhere else. We are also focused on making our Xfinity network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. While we absorb some of these costs, these increases can affect service pricing. As a result, starting December 20, 2024, prices for certain services and fees will be changing. Please see the enclosed Customer Notices for more information.

We are also making changes to the format of our bills. Beginning on December 10, 2024, customer bills will show the total price for video packages—including service charges and programming-related fees (such as Broadcast TV and/or Regional Sports Fees, if applicable) which used to appear separately. This way, customers will see the total cost of video services all in one place. We also will continue to itemize certain fees so that customers can also see a breakdown of those costs.

Customers will begin to receive notice of these changes within their bill statements starting November 20, 2024. We know you may have questions about these changes. If I can be of any further assistance, please contact me at (410) 960-1566.

Sincerely,

Chris Mulhall
Senior Manager, Government Affairs
Comcast Beltway Region

Attachments

Important Information - Price Adjustments

November 20, 2024

Attachment

Comcast customers receiving services and packages that are no longer available for new subscriptions will be notified of price changes as a bill message within their bill. Below are examples of the bill messages customers will receive.

Customers with billing dates between November 20, 2024 and December 9, 2024 will receive notice of price changes for their package as one bill message:

Pricing Update: *In addition to the price changes listed on the Important Information Regarding Xfinity Services and Pricing, on December 20, 2024, the price of [Package Name] will increase from [Current Price] to [New Price] per month. Price excludes taxes and fees.*

Customers with billing dates starting December 10, 2024, will receive notice of price changes for their package as two bill messages, one containing the price change for the video portion of the package and a second containing the price change for any additional services within their package:

Pricing Update: *In addition to the price changes listed on the Important Information Regarding Xfinity Services and Pricing, on December 20, 2024, the price of [Package Name] (Video Services) will increase from [Current Price] to [New Price] per month. Price excludes taxes and fees.*

Pricing Update: *In addition to the price changes listed on the Important Information Regarding Xfinity Services and Pricing, on December 20, 2024, the price of [Package Name] (Additional Services) will increase from [Current Price] to [New Price] per month. Price excludes taxes and fees.*

The packages experiencing a pricing change are listed within a separate attachment herein.

Important Information Regarding Your Xfinity Services and Pricing

Effective December 20, 2024

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS

Package Name	Package Current	Package New	Video Portion Current	Video Portion New	Additional Services Portion Current	Additional Services Portion New
Preferred XF Bundle	\$176.99	\$182.99	\$62.49	\$63.99	\$114.50	\$119.00
Select+	\$147.99	\$153.99	\$66.49	\$67.99	\$81.50	\$86.00
Signature+	\$157.99	\$163.99	\$66.99	\$73.99	\$91.00	\$90.00
Super Triple Play	\$167.99	\$173.99	\$67.49	\$73.49	\$100.50	\$100.50
Signature+ More	\$182.99	\$188.99	\$68.49	\$73.99	\$114.50	\$115.00
HD Preferred XF Bundle	\$186.99	\$192.99	\$70.99	\$72.49	\$116.00	\$120.50
Preferred Double Play	\$160.99	\$166.99	\$72.99	\$74.49	\$88.00	\$92.50
Super+ More	\$181.99	\$187.99	\$76.99	\$82.99	\$105.00	\$105.00
Super Double Play	\$150.99	\$156.99	\$77.99	\$85.49	\$73.00	\$71.50
HD Preferred 5pk	\$191.99	\$197.99	\$78.49	\$80.49	\$113.50	\$117.50
Super+	\$165.99	\$171.99	\$81.99	\$89.99	\$84.00	\$82.00
HD Plus Triple Play	\$196.99	\$202.99	\$82.49	\$83.99	\$114.50	\$119.00
HD Preferred Plus XF	\$206.99	\$212.99	\$89.49	\$90.99	\$117.50	\$122.00
HD Premier XF Bundle	\$211.99	\$217.99	\$97.99	\$100.99	\$114.00	\$117.00
HD Premier Sports Bundle	\$211.99	\$217.99	\$97.99	\$99.49	\$114.00	\$118.50
Premier Double Play	\$190.99	\$196.99	\$110.49	\$113.49	\$80.50	\$83.50
HD Complete XF	\$224.99	\$230.99	\$111.99	\$114.99	\$113.00	\$116.00
HSD Additional Outlet With Data or Voice	\$70.00	\$73.00				
Internet & Voice	\$114.95	\$117.95				
Performance Internet Additional Outlet with TV or Voice service	\$70.00	\$73.00				
Double Play Bundle	\$134.95	\$137.95				
HSD Additional Outlet	\$90.00	\$93.00				
Performance Internet Additional Outlet	\$90.00	\$93.00				
MAX, MGM+, DVR	\$31.98	\$33.98				
Netflix, MAX, Showtime, MGM+, DVR	\$59.47	\$61.47				
Digital Preferred Tier	\$35.99	\$36.99				

Important Information Regarding Your Xfinity Services and Pricing

Effective December 20, 2024

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS

Package Name	Package Current	Package New	Video Portion Current	Video Portion New	Additional Services Portion Current	Additional Services Portion New
Blast! Extra	\$101.99	\$107.99	\$23.50	\$23.50	\$78.49	\$84.49
Choice Triple Play	\$106.99	\$112.99	\$23.58	\$9.74	\$83.41	\$103.25
Choice Double Play	\$95.99	\$101.99	\$26.08	\$27.49	\$69.91	\$74.50
Internet Pro Plus w>Showtime Double Play	\$100.99	\$106.99	\$29.49	\$30.74	\$71.50	\$76.25
Blast Plus	\$111.99	\$117.99	\$29.49	\$29.49	\$82.50	\$88.50
Economy Pro	\$123.99	\$129.99	\$32.99	\$33.99	\$91.00	\$96.00
Internet Plus	\$96.99	\$102.99	\$33.99	\$35.99	\$63.00	\$67.00
Economy Double Play	\$108.99	\$114.99	\$35.49	\$36.74	\$73.50	\$78.25
Internet Pro Plus Double Play with HBO	\$103.99	\$109.99	\$36.49	\$38.24	\$67.50	\$71.75
Blast! Plus	\$118.99	\$124.99	\$43.49	\$45.99	\$75.50	\$79.00
Standard+ More	\$137.99	\$143.99	\$43.49	\$45.24	\$94.50	\$98.75
Economy Plus Latino TP	\$151.99	\$157.99	\$48.99	\$49.99	\$103.00	\$108.00
Standard+	\$120.99	\$126.99	\$49.49	\$51.49	\$71.50	\$75.50
Extra XF Bundle	\$163.99	\$169.99	\$52.49	\$52.74	\$111.50	\$117.25
Signature Triple Play	\$151.99	\$157.99	\$53.99	\$58.49	\$98.00	\$99.50
Select Triple Play	\$151.99	\$157.99	\$55.99	\$56.49	\$96.00	\$101.50
Signature Double Play	\$128.99	\$134.99	\$57.99	\$64.99	\$71.00	\$70.00
Select+ More	\$160.99	\$166.99	\$58.99	\$59.24	\$102.00	\$107.75
Select Double Play	\$128.99	\$134.99	\$59.49	\$61.49	\$69.50	\$73.50
Extra XF Double Play	\$135.27	\$138.27	\$65.27	\$65.27	\$70.00	\$73.00
Extra Double Play	\$150.27	\$153.27	\$65.27	\$65.27	\$85.00	\$88.00
Preferred XF Bundle	\$176.99	\$182.99	\$65.99	\$66.49	\$111.00	\$116.50
Preferred Latino Triple	\$176.99	\$182.99	\$67.24	\$68.24	\$109.75	\$114.75
Signature+	\$157.99	\$163.99	\$68.99	\$75.99	\$89.00	\$88.00
Select+	\$147.99	\$153.99	\$68.99	\$70.49	\$79.00	\$83.50
Super Triple Play	\$167.99	\$173.99	\$70.49	\$75.99	\$97.50	\$98.00
Signature+ More	\$182.99	\$188.99	\$72.49	\$76.49	\$110.50	\$112.50
Preferred Double Play	\$160.99	\$166.99	\$74.99	\$76.99	\$86.00	\$90.00

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Important information regarding our Xfinity services and pricing

Effective December 20, 2024

Xfinity TV	Current	New
Limited Basic (Includes Broadcast TV Fee)	\$56.70	\$61.65
Choice TV Select	\$43.50	\$48.00
Choice TV Select - with TV Box (Flex upgrade)	\$53.50	\$60.00
Choice TV (Includes Broadcast TV Fee)	\$66.75	\$71.70
Popular TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$106.95	\$112.20
Ultimate TV (Includes Broadcast TV Fee and Regional Sports Fee)	\$133.50	\$139.60
Genre Packs		
Sports & News (Includes Regional Sports Fee)	\$35.20	\$35.50
Ultimate TV Tier (Includes Regional Sports Fee)	\$26.55	\$27.40
Max, MGM+, and DVR	\$31.98	\$33.98
TV Box	\$10.00	\$12.00
TV Box + Remote	\$10.00	\$12.00
Service to Additional TV with TV Adapter	\$10.00	\$12.00
TV Adapter (Limited Basic — Primary TV)	\$0.00	\$0.50
TV Adapter (Limited Basic — 1st and 2nd Additional TVs)	\$0.00	\$0.50

Xfinity Internet (Continued)	Current	New
Gigabit	\$115.00	\$118.00
Gigabit Extra	\$120.00	\$123.00
Gigabit x2	\$120.00	\$123.00
Xfinity Discounts	Current	New
Autopay and Paperless Billing Discount (Credit or Debit Card)	\$5.00	\$2.00

Xfinity TV Service Fees (Included in package price where noted)	Current	New
Broadcast TV Fee	\$31.75	\$36.70
Regional Sports Fee – Popular TV and Sports & News	\$5.20	\$5.50
Regional Sports Fee – Ultimate TV and Ultimate TV tier	\$11.75	\$12.90

Xfinity Internet	Current	New
Connect	\$68.00	\$71.00
Connect More	\$90.00	\$93.00
Fast	\$105.00	\$108.00
Superfast	\$110.00	\$113.00

Addendum To Important Information of Price Changes

The video and additional services pricing for the below packages is listed incorrectly on the other Attachment herein entitled "Services No Longer Available for New Subscription." The correct prices are below.

Effective December 20, 2024

SERVICES NO LONGER AVAILABLE FOR NEW SUBSCRIPTIONS

Package Name	Package Current	Package New	Video Portion Current	Video Portion New	Additional Services Portion Current	Additional Services Portion New
HD Premier Sports Bundle	\$231.99	\$237.99	\$120.99	\$121.99	\$111.00	\$116.00
HD Complete XF	\$250.99	\$256.99	\$141.99	\$143.99	\$109.00	\$113.00
HD Preferred 5pk	\$203.99	\$209.99	\$94.49	\$94.49	\$109.50	\$115.50
HD Premier XF Bundle	\$231.99	\$237.99	\$121.99	\$122.49	\$110.00	\$115.50
Economy Pro	\$129.99	\$135.99	\$38.99	\$39.99	\$91.00	\$96.00
Select Triple Play	\$157.99	\$163.99	\$61.99	\$62.49	\$96.00	\$101.50
Signature Triple Play	\$177.99	\$183.99	\$65.99	\$70.49	\$112.00	\$113.50
Super Triple Play	\$207.99	\$213.99	\$99.99	\$105.49	\$108.00	\$108.50
Select+ More	\$166.99	\$172.99	\$64.99	\$65.24	\$102.00	\$107.75
Signature+ More	\$196.99	\$202.99	\$72.49	\$76.49	\$124.50	\$126.50
Super+ More	\$207.99	\$213.99	\$92.49	\$97.49	\$115.50	\$116.50
HD Preferred Triple Play	\$136.99	\$142.99	\$27.00	\$28.00	\$109.99	\$114.99
HD Preferred Plus Triple	\$158.99	\$164.99	\$41.00	\$42.00	\$117.99	\$122.99
Preferred Plus Triple	\$148.99	\$154.99	\$31.00	\$32.00	\$117.99	\$122.99
Preferred Extra Triple	\$138.99	\$144.99	\$28.00	\$29.00	\$110.99	\$115.99
Premier Double Play	\$198.99	\$204.99	\$120.99	\$122.99	\$78.00	\$82.00
Signature Double Play	\$148.99	\$154.99	\$63.99	\$70.99	\$85.00	\$84.00
Super Double Play	\$178.99	\$184.99	\$93.49	\$100.99	\$85.50	\$84.00
Choice Double Play	\$96.99	\$102.99	\$27.08	\$28.49	\$69.91	\$74.50
Choice Double Play	\$177.99	\$183.99	\$74.99	\$81.99	\$103.00	\$102.00

City Manager's Report

For the period ending December 6, 2024
www.cityofmartinsburg.org



To: Honorable Mayor and City Council
From: Andrew P. Blake, City Manager
Date: December 6, 2024
Re: City Manager's Report

The summary provided below is by no means a comprehensive list of every task and item being worked on and/or completed by the employees of the City of Martinsburg. It is meant to highlight select items that may need Council attention and action in the future or to spotlight certain initiatives and/or projects. As always, please do not hesitate to ask any questions or request additional information.

City Hall Renovation:

City staff moved back into City Hall on October 11, 2024, and re-opened to the public on October 21, 2024. Over the course of the last month the contractor and subcontractors have been working to complete remaining unfinished items. City Hall should be completely finished by end of 2024.

Public Works Expansion:

Public Works expansion continues and a revised schedule has been provided now that environmental remediation is complete. The project is scheduled for completion at the end of 2024. Tentative substantial completion date is December 20, 2024.

Renovation of Existing Public Works Facility:

Scope of work continues on renovation of existing Public Works facility. CEC has presented a task order for drawings to detail renovations. Goal is to start renovations at start of 2025.

Transportation Alternative Grant:

The City of Martinsburg was awarded a \$1,543,030 Transportation Alternative Grant on October 31, 2024, by West Virginia. This is in addition to the \$750,000 Transportation Alternative Grant awarded in April. This should provide full funding for the construction of the Creekside Trail from Queen Street to Oatesdale Park.

In April, the State also awarded the City \$400,000 for the re-painting and conversion of the former B&O Rail Bridge over Route 9 into a pedestrian bridge. On December 3, 2024, the City and State Division of Highways had a kick-off call regarding both projects and the City was

provided guidance. A more detailed schedule should be available in the next couple of months.

RAISE Grant Application:

The City applied for a \$20,820,536 Raise Grant on February 26 for the completion of the entirety of the Martinsburg Greenway Trail System – including the opening of Lake Thomas. The City was notified on June 26, 2024, that our application was denied. We have been in contact with the U.S. DOT regarding a post decision review meeting to discuss the strengths and weaknesses of the application. The after-action review was completed and DOT informed the City that our grant application was a “Project of Merit” and will automatically be considered for the next round. On November 1, we were notified that our application will be reconsidered for funding and awards will be made in January. On December 4, 2024, the City was asked to provide some clarification on specific line items within the proposed budget indicating that the U.S. DOT is reviewing the application.

EPA Change Grant:

In the meantime, there was an opportunity to apply for an EPA Community Change grant. The application is identical to RAISE with a cap of \$20 million.

This grant, like the Raise Grant, will connect downtown Martinsburg to the existing, regional Route 9 trail, and link together several important community activity centers within Martinsburg, including: the historic downtown core, multiple community parks and recreation centers, public schools for students K-12, and two multimodal transportation facilities to enable seamless transition from bike/ped to passenger rail (via Maryland Area Regional Commuter/AMTRAK) and public transit (via Eastern Panhandle Transit Authority).

This project provides Martinsburg residents, visitors, and employees with sustainable transportation choice and outdoor recreation opportunity that will improve the quality of life in Martinsburg and support the City’s goals for community-centered and place-based economic growth. By converting legacy infrastructure—degraded waterways and underused corridors—into functional and accessible green spaces connected by quality trails, this project will enable this community to view Tuscarora Creek not as a liability of former industrial days, but as a present-day asset that beautifies and enhances our community.

Originally, the application was denied in November, but the City was given an opportunity to re-apply – which the City did. The City is currently awaiting a decision.

Market House:

The West Virginia Water Development Authority has informed the City of Martinsburg that the Market House funding was approved for \$1.6 million. The City selected Brian Wishneff & Associates (BW&A) to redevelop the building. The City intends to convey the building via long-term lease (~50 years) to meet the minimum ownership/control requirements of historic tax credits. The anchor tenant in the redeveloped space will be WVU Research Corporation/Ascend WV. WVURC/Ascend will have a 15-year lease and will contribute \$1.6M in buildout funds—received from the WV WDA/EEGF funds—to the project. The City has agreed to \$650K in cash contribution for the project. The Development Agreement and Lease

Agreement for the Market House have been executed. All utilities and expenses have been transferred to the lease holder and the lease holder has started the permit processes to renovate the Market House.

N. Queen Street Underpass - Phase 3

Phase 3 of the N. Queen Street Underpass Project was awarded by the State to C. William Hetzer in July. The project was awarded a TA grant in 2022. Project will replace sidewalks and curb and add street trees on Queen Street from Pennsylvania Avenue to Race Street on N. Queen Street. The project will also replace sidewalks on the former upper N. Queen (now Roundhouse Way.) The project is \$1,244,335, with a City match of 20%. Construction is scheduled to commence in Spring 2025.

Rental Appeals Process:

Currently, City ordinance establishes the Housing Board of Adjustment and Appeals as the appeals body to hear any rental housing inspector appeal. The Housing Board of Adjustment and Appeals consists of 2 tenants, 2 landlords and one homeowner. Rental inspections are conducted pursuant to the minimum standards of the West Virginia Building Code. Any appeals from decisions of building inspectors operating under the jurisdiction of the West Virginia Building Code are currently appealed to the Code Appeals Board established pursuant to 1741.01 of the Martinsburg Municipal Ordinances. The amendment on Council's agenda changes to the appeals body for rental inspections from the Housing Board of Adjustment and Appeals to the Code Appeals Board authorized by the West Virginia Building Code. The first and second reading was approved in November and the final reading is scheduled for December.

Downtown Sound System:

Council's adopted budget included the purchase and installation of a downtown sound system. Electronic Specialties, the City's current vendor for access and security, including City Hall, has submitted a proposal to complete the project as part of the City Hall project. The purpose of the project is to provide a comprehensive sound system for downtown events and the ability to communicate in case of emergencies during such events. Installation has started on the downtown system.

S. Spring Street American Legion Property:

The City is close to finalizing and going to closing on the American Legion property on S. Spring Street. Council authorized the purchase, but staff has been working on survey issues. The issues have been resolved.

2024/2025 Budget:

Work will begin on in the next couple of weeks on the 2024/2025 budget. Memos will be going out to Department Heads and Outside Governmental Agencies to submit funding requests by February 7, 2025.

NeoGov:

Earlier this year, the City purchased a new Human Resource Information System from NEOGOV that includes five basic modules that we'll be implementing over the next several months. These modules (Core HR, Time and Attendance, Payroll, Perform, and Learn) will fundamentally change the way we initiate and process certain personnel actions with regard to performance evaluations, leave requests, benefit enrollments, training, employee information changes, etc. At this stage of the process, I'd like to provide a brief summary of where we stand and what's to be expected as we move forward.

WHAT PROGRESS HAS BEEN MADE TO-DATE?

Over the last few months, HR staff have been working with the NEOGOV implementation team to build and configure their software to meet the needs of the City and to comply with the City's various policies. As of today, the CORE HR module has been configured with basic employee information (job classifications and assignments, benefit enrollments, tax withholdings, etc.). The City's benefit structure has been configured in the system in addition to various leave/pay policies. The Time & Attendance module has been configured with City pay codes and we're currently working on updating employee work calendars/schedules to pull in correct time for various employee groups. Testing of the system has been ongoing to ensure basic functions are operating as intended.

WHAT'S NEXT?

At this stage in the implementation process, we will be getting those involved with timecard approvals up to speed with the functionality of the time and attendance module. Parallel payroll processing has already occurred twice to ensure our configurations mirror our current system and we have all the functionality needed to run payroll seamlessly with no issues. This will be the top priority over the next couple of months. We will not go live with the system until we get this right. In preparation for parallel payroll processing, we have been coordinating some training sessions with department heads and those who are currently involved with payroll processing. The purpose of this training will be to review the functionality of the time and attendance module and provide the resources needed to support this phase of the project.

WHAT HAPPENS AFTER SUCCESSFUL PARALLEL PAYROLL TESTING?

Once parallel payroll testing has been successfully completed, we will go live with payroll and discontinue the use of Innoprise as our primary payroll software. When this occurs, we will take steps to launch the software to all employees, giving them access to self service functions of the system. This launch will include training employees on the system, ensuring they have the proper access, and the correct profile configuration. Please note that once employees have access to the self-service portal, we will no longer distribute hard copy direct deposit pay stubs as employees will have their own access. Once the City is online with the time and attendance and payroll modules, we will then begin our journey toward automating our performance evaluation process and expanding/building a training compliance program specific to the needs of each department.

So, to summarize, we're on track and we should start to see some tangible results over the next 2 months.

Artificial Intelligence Training:

Department Heads will be taking part in AI training in January. Artificial Intelligence (AI) is revolutionizing various sectors, and local government is no exception. By leveraging AI, local governments can enhance their operations, improve service delivery, and make more informed decisions. AI can be used to automate routine tasks, analyze large datasets for insights, and even predict future trends, which can significantly improve efficiency and effectiveness in public services.

For instance, AI can help manage critical infrastructure like water systems and street traffic by providing quick and accurate insights. It can also be used to streamline operations, optimize workflows, and improve community engagement. Moreover, AI-powered tools can revolutionize citizen services and engagement, which is supposed to be the core of what local governments do.

Understanding how AI can be used effectively is crucial for several reasons. Firstly, it ensures that the technology is implemented in a way that maximizes its benefits while minimizing potential risks. This includes addressing issues related to governance, compliance, security, privacy, and ethical considerations. Secondly, it helps local governments to be more transparent and accountable to their citizens by providing better data and insights. Lastly, effective use of AI can lead to cost savings, enhanced service delivery, and improved public safety and security.

In summary, AI holds great potential for local governments, but it is essential to understand and manage its use effectively to fully realize its benefits and to understand its consequences.

HPRC Request for Proposals:

The City of Martinsburg, West Virginia, established in 1778 with a population of 18,988, is seeking proposals from qualified consultants to develop comprehensive residential and commercial design guidelines for the Martinsburg Downtown Historic District. The guidelines will aim to preserve the historic character of the district while accommodating modern needs, art, culture and promoting economic development. The purpose of this project is to provide clarity and predictability to applicants to allow "by-right" improvements to properties so long as design guidelines are met.

The Downtown Martinsburg Historic District encompasses approximately 281 contributing buildings. It includes government and industrial buildings, several schools, firehouses, and churches, the two main commercial and professional areas along Queen and King Streets, and surrounding residential areas. The buildings reflect a number of popular 19th-century architectural styles including Gothic Revival, Italianate, and Queen Anne.

Proposals are due January 16, 2025 @ 2:00 pm

Exploration of Public Outdoor Designated Area:

In 2023, the West Virginia Legislature enabled cities to create Private Outdoor Designated Areas, or PODAs. The legislation was amended in 2024. During PODA operating hours, patrons can grab a to-go drink in a designated PODA to-go cup (a clear cup with the PODA logo) and explore the designated area – including inside participating businesses. Main Street Martinsburg and downtown stakeholders have expressed interest in Martinsburg designated a PODA. Huntington, Charleston and Morgantown have adopted PODAs and have established several key rules consistent with the legislation:

1. **Sale of PODA Beverages:** Businesses can only sell PODA beverages during authorized days and hours specified by the city.
2. **Approved Containers:** Alcoholic beverages that will be taken off premises in the PODA must be served in approved PODA cups that include the PODA logo, are no larger than 18 ounces, and are made of clear plastic or similar non-glass material. Businesses may not obtain PODA cups until after receiving an ABCA Class S4 permit and City approval.
3. **Display of Decals:** Businesses welcoming or not welcoming PODA beverages may display specific decals in their windows. Green decals indicate businesses that permit PODA beverages, while red decals signify businesses where PODA beverages are not allowed. Decals are available by contacting the City.
4. **Refilling of Cups:** Businesses are not allowed to refill PODA beverage cups. Patrons must visit a PODA-licensed establishment to purchase another beverage. PODA cups are single use only.
5. **Compliance and Licenses:** Businesses selling alcohol within a PODA must have a current qualifying ABCA S4 license, be in good standing with the City regarding taxes, fees, licenses, and permits, and comply with all relevant laws and regulations.
6. **Restroom Facilities and Waste Receptacles:** Approved PODA-licensed establishments are responsible for providing adequate restroom facilities for patrons and making waste receptacles available during operating hours.
7. **Boundary Respect:** Patrons are required to respect the boundaries of the PODA, which are clearly marked with signage. Consumption of alcoholic beverages outside of licensed restaurants and bars may only occur within the designated area.
8. **Responsible Consumption:** Patrons are expected to consume alcohol responsibly while in the PODA. Intoxicated individuals may be asked to leave the area by security personnel or law enforcement.
9. **Disposal of Containers:** Empty containers from alcoholic beverages must be disposed of properly in designated receptacles within the PODA area. PODA cups should be disposed of in a way that ensures they will not be reused, by placing them in a receptacle with a cover and/or crushing or tearing the cup to prevent reuse.

10. **Compliance with Laws:** All patrons must comply with federal, state, and local laws regarding alcohol consumption while in a PODA. Any violations may result in penalties or removal from the area.
11. **Security Measures:** Businesses operating within a PODA must have an approved security plan in place to ensure the safety of patrons and compliance with regulations.

ORDINANCE 2024-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARTINSBURG AMENDING 1781.11 "APPEALS" OF THE HOUSING CODE.

1781.11 APPEALS.

(a) ~~There is hereby established the Housing Board of Adjustments and Appeals, hereafter referred to as the Board, which shall consist of five members. Such Board shall be composed of two tenants, two landlords and one homeowner. The homeowner shall not be a landlord and no member shall be an employee of the City. The Board shall receive staff assistance from existing City employees assigned by the City Manager.~~

(b) ~~Of the members first appointed, two shall be appointed for terms of one year, two for terms of two years, one for a term of three years, and thereafter they shall be appointed for terms of four years. Any member who is absent from three consecutive meetings shall be removed from office.~~

(c) ~~Three members of the Board shall constitute a quorum in modifying an order of the Inspector, and the affirmative votes of the majority present shall be required. In varying the application of any provisions of this article, not less than four affirmative votes shall be required. No Board member shall act in a case in which he or she has a personal interest.~~

(d) ~~The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this article.~~

(a) Any person who feels aggrieved by any ruling or other official act of the Inspector may, prior to expiration of the time sequence order, petition the Code Appeals Board established pursuant to 1741.01 for a hearing and review of the ruling of the Inspector concerning any matter in issue. An application for appeal shall be based on a claim that the intent of the building code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of the building code do not apply or an equally good or better form of construction is proposed. The application for appeal shall be filed within 20 days after notice was served.

(b) The Board shall, upon receipt of the petition, hold a hearing within fourteen days. At the hearing the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn.

(c) The Board shall have the power to affirm, modify or revoke the notice or order and may grant variances from the provisions of this article or from applicable rules and regulations issued pursuant thereto when the Board finds that there is practical difficulty or unnecessary hardship connected with the performance of any act required by this article and applicable rules and regulations pursuant thereto, that strict adherence to such provisions would be arbitrary in the case at hand, and that such variance is in harmony with the general

purpose of this article to secure the public health, safety and welfare. In no case shall the ~~Housing Board of Adjustments and Appeals~~ Code Appeals Board act on a request for the modification of the application fee or grant relief from mandatory inspections.

(d) Should such hearing and review before the Board result in a decision adverse to the petitioner, the petitioner may appeal from the decision of the Board to the County Circuit Court, provided that such appeal shall be taken within sixty days from the date of the final decision of the Board.

(e) Should the Board find for the petitioner on an administrative appeal, the appeals fee shall be refunded to the petitioner.

(Ord. 99-07. Passed 6-10-99.)

This Ordinance shall become effective upon the date of adoption.

Strike-throughs indicate language that would be stricken from the present law, and underscoring indicates new language that would be added.

INTRODUCED: November 14, 2024

ADOPTED:

Kevin Knowles, Mayor

Attest:

Gena Long, City Recorder

AN ORDINANCE OF THE CITY OF MARTINSBURG AMENDING PART 13, CHAPTER 4, ARTICLE 1, SECTION 1.11 "APPEALS, WAIVERS, AMENDMENTS BY ADDING SUBSECTION (C) SITE PLAN WAIVERS.

Be it ordained by the City Council of Martinsburg that Part 13, Chapter 4, Article 1, Section 1.11 Appeals, Waivers, Amendments be amended:

(C) Waiver by Planning Director of Site Plan for Existing Structures for Change of Use Under Certain Conditions

1. Applicability. The Planning Director may waive site plan application and review for change in use of existing structures, if the applicant demonstrates all of the following:

- a. The proposed use is consistent and permitted by zoning ordinance and comprehensive plan;
- b. The proposed use does not require additional parking (or that the Planning Commission has granted a parking requirement waiver by Planning Commission);
- c. The proposed use does not result in increased safety problems or hazards;
- d. The proposed use does not result in any new addition or expansion of the existing structure and/or addition of impervious surface;
- e. Necessary building code and/or fire code improvements and/or utility upgrades can be achieved through the building permit application, review and process.

2. Additional Criteria. The applicant must also ensure that the property is in compliance with any prior approved landscaping plan, ADA requirements for accessible parking spaces and accessible access.

The applicant shall provide an internal floor plan. Additionally, in the Planning Director's discretion, the application may be required to provide a concept plan that provides additional details and information about the proposed use. The concept plan does not need to be sealed by an engineer or surveyor, but it must be scaled and on a minimum paper size of 11 x 17 showing above-ground features including: property lines, structures, lot dimensions, parking space layout, sidewalks, driveways and ADA access and/or other pertinent information the Planning Director deems necessary and applicable. Reduced parking requirements will require a waiver by the Planning Commission pursuant to Section 1.11. Site plan waivers cannot be granted if additional parking is required unless or until a parking waiver is granted by the Planning Commission. The Planning Director has the authority to waive the requirement for the concept plan if he/she deems it unnecessary to process the site plan waiver.

3. Procedure. A request for waiver of site plan review for an existing structure shall be considered an administrative application subject to the discretion and approval by the Planning Director. All other requirements of the Codified Ordinances of Martinsburg,

including the building code, and applicable State and Federal regulations are applicable to administrative applications. The Planning Director is authorized to create a site plan waiver application consistent with this section. Nothing in this section shall be construed as waiving permit requirements for necessary improvements required by applicable building or fire codes.

4. Change of Use Definition. For the purpose of this section, a change of use occurs when both: (1) the use of a structure or part of a structure changes from one use to another (i.e. retail to restaurant); (2) the new use has more stringent or additional Building Code requirements than the prior use; or (3) the prior use has been abandoned or vacant for more than 1 year.

5. Application Fee. There shall be no fee for the site plan waiver application unless a concept plan is required. If a concept plan is required by the Planning Director, the application fee shall be \$250. All other waiver requests pursuant to 1.11 of the Land Development Ordinance shall be \$250.

6. Site Plan Waiver Appeals. Applicant may appeal to the Martinsburg Planning Commission if Planning Director rejects a site plan waiver pursuant to this Section. The Planning Director's decision as to whether to require a concept plan as part of the deliberative process in determining whether to grant waiver is not appealable.

This Ordinance shall become effective upon the date of adoption.

Strike-throughs indicate language that would be stricken from the present law, and underscoring indicates new language that would be added.

INTRODUCED:

ADOPTED:

Kevin Knowles, Mayor

Attest:

Gena Long, City Recorder

232 NORTH QUEEN STREET
P.O. BOX 828
MARTINSBURG, WV 25402
P: (304) 264-2131
F: (304) 264-2136



www.cityofmartinsburg.org

CITY OF MARTINSBURG
WEST VIRGINIA

MEMORANDUM

TO: Andrew P. Blake, City Manager
Mayor and City Council Members

FROM: Stephen R. McBride, Human Resource Director

DATE: November 22, 2024

SUBJECT: Recommended Changes to Leave Accrual Processes with HRIS Implementation

As we prepare for the implementation of our new Human Resource Information System (HRIS), I am writing to recommend changes to our leave accrual process for Vacation Leave and Sick Leave. These changes are designed to align with the capabilities of our new HRIS and to provide greater flexibility and clarity for all employees. The changes recommended are not intended to reduce or in any way minimize leave benefits, rather, they are intended to create a more automated and seamless process in maintaining accurate leave records and accruals for City Employees. These recommendations are as follows:

Vacation Leave Accrual: Currently, employees may accrue up to three years of their annual vacation allotment, however they must be at or below their two-year maximum as of their anniversary date (hire date). This policy forces the employees to maintain an accurate account of their vacation balance and monitor their leave as their anniversary date approaches to avoid **losing** any excess balance. With the new HRIS, I propose that vacation leave simply stop accruing once the employee has banked up to three years of their annual accrual allotment. The HRIS will automatically track and notify employees when they are approaching their accrual limit, therefore resulting in no surprise balance reduction at one's anniversary date. Once an employee reaches their three-year annual accrual limit, they would need to utilize vacation to receive additional accruals.

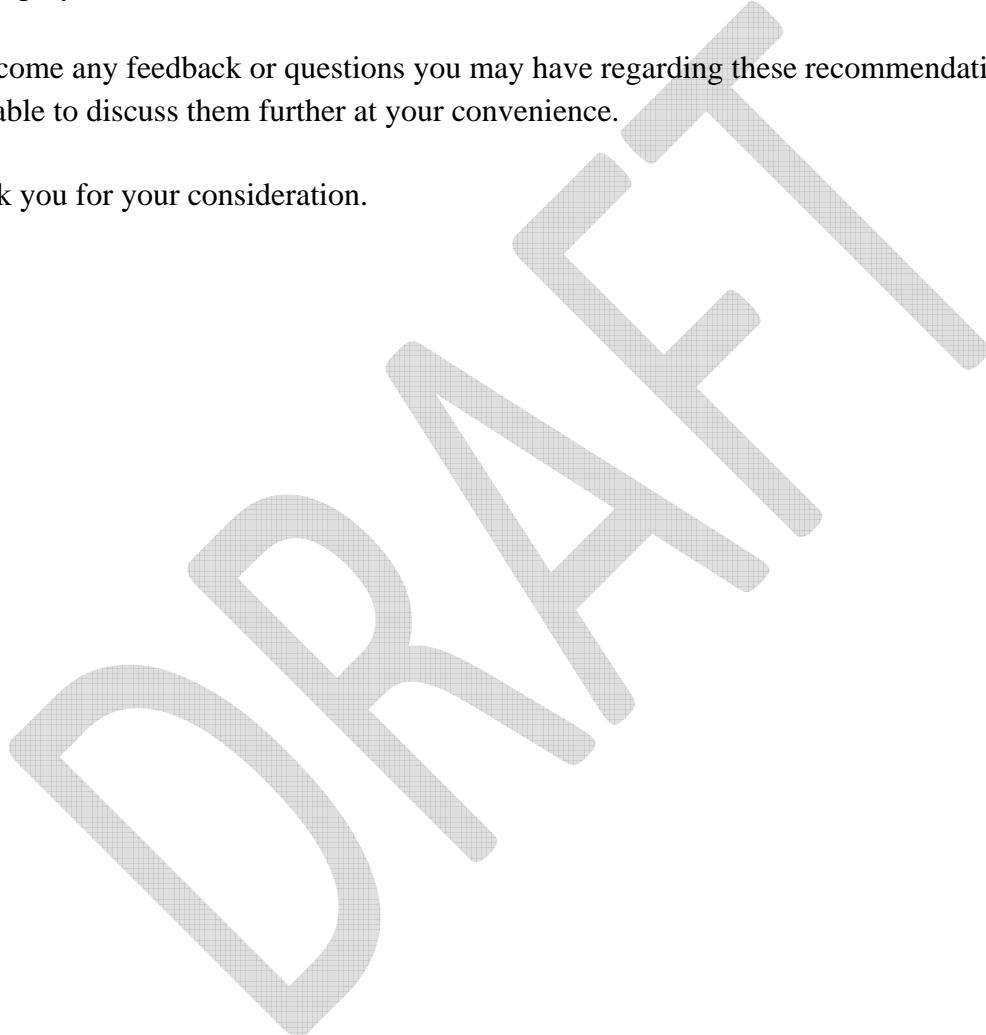
Sick Leave Accrual: The City's current policy allows employees to accrue up to 1080 hours of sick leave, with any additional leave accrual above 1080 hours carrying over to their personal leave (up to the max personal leave amount). This transfer of leave occurs monthly and is a manual process, leaving room for error, corrections, and continuous monitoring. I recommend modifying this process so that any additional sick leave accrued over 1080 hours will be

transferred to the employee's personal leave at the end of each calendar year. The new HRIS will facilitate this process by automatically transferring the excess sick leave to personal leave at year-end, ensuring a seamless transition.

These proposed changes, supported by the advanced features of our new HRIS, will enhance our leave policies and better support our employees' needs. I believe these adjustments will contribute to a more efficient and employee-friendly work environment. Furthermore, these changes eliminate manually driven processes that require continuous review and monitoring by our employees and administrative staff.

I welcome any feedback or questions you may have regarding these recommendations and am available to discuss them further at your convenience.

Thank you for your consideration.



ORDINANCE 2024-13

AN ORDINANCE AMENDING CITY OF MARTINSBURG, WEST VIRGINIA EMPLOYEE MANUAL SECTION 6.2 “ANNUAL VACATION WITH PAY” AND SECTION 6.4 “PERSONAL LEAVE”

The City Council of Martinsburg hereby amends Section 6.2 Annual Vacation with Pay as follows:

6.2 ANNUAL VACATION WITH PAY

Vacation time will be granted to regular full-time employees. Vacation leave is earned monthly and is posted to the employee's leave record on the last day of each month. If the employee's start date falls after one-half (1/2) of the month, he or she will earn no vacation leave for that month. When an employee is on "leave without pay" for more than one-half (1/2) of any calendar month, no annual vacation leave accumulates.

Otherwise, vacation time is earned beginning with the date of regular employment to the anniversary date each year as follows:

1-4 years of service-	96 hours
5-9 years of service-	120 hours
10-14 years of service-	168 hours
15-20 years of service-	192 hours
21 or more years of service-	216 hours

Employees may carry unused vacation time into the following year. Employees may accrue up to three (3) years of their annual vacation allotment. Once an employee has accrued three (3) years of their annual accrual allotment, vacation leave shall stop accruing until the employee's vacation leave balance drops below the maximum accrual allotment, but any vacation time carried forward may not exceed the amount of time the employee accrued during the previous two years. Any unused vacation time carried forward in excess of the time accrued in the previous two years will be forfeited as of the employee's anniversary date. The City will not pay employees for unused vacation that exceeds the allotted accrual days.

Employees should attempt to schedule vacation by the first day of April each year so proper adjustments can be made in work schedules. Each Department Director has established policies and procedures for the requisition and use of vacation within the Department. Department Directors preparing vacation schedules will give choices of dates based on a first-come, first-serve basis and the capacity of the personnel within each Department. No employee may begin vacation leave until the request has been approved by the Department Director. The City has the right to postpone vacation periods already approved when staffing levels become insufficient to meet City needs due to unexpected illness, disability or death of other employees. If a vacation period selected must be postponed by the City, the departmental supervisor will give priority selection over other employees for an available replacement vacation period of the same duration as that postponed.

Vacation leave is to be taken following the period of time in which it is earned. Vacation time will be taken in minimum increments of 4 hours. Legal holidays falling within a vacation period are not to be counted as vacation days. Employees may not borrow against future annual vacation.

~~Employees who accumulate the maximum allowable number of vacation days will earn no additional vacation time until the leave balance drops below the maximum limit.~~ Employees cannot utilize accrued sick leave during a vacation period; likewise, vacation time cannot be used for sickness unless all paid sick leave benefits have been exhausted.

An employee who is discharged shall be paid for unused vacation leave at his/her current rate of pay. No employee, upon discharge, shall be paid for unused vacation in excess of 24 months of accruals (two years of the employee's annual vacation accrual allotment). The discharge date shall coincide with the last day of pay.

The City Council of the City of Martinsburg hereby amends Section 6.2 Personal Leave as follows:

6.4 PERSONAL LEAVE

Each regular full-time employee earns personal leave time, which may be used for any purpose so desire subject to the approval of the employee's supervisor. Personal leave must be taken in increments of at least one (1) hour and must be scheduled at least twenty-four (24) hours in advance, except in emergencies.

Personal leave is posted to eligible employees' leave balances each July 1. Each employee receives personal leave in the amount of twenty-four (24) hours per year. Employees who have accrued the maximum of 1080 hours of sick leave are eligible to receive unused sick leave hours as personal leave time up to the maximum amount of 240 hours of personal time and such time will be credited at the end of each calendar year, on the last day of each eligible month. Personal leave in excess of two-hundred forty (240) hours is not cumulative from year-to-year. Unused personal leave in excess of two-hundred forty (240) hours will be lost on June 30 of the current year. Employees are not paid for unused personal leave upon separation of employment.

Introduced: December 12, 2024

Adopted:

This Ordinance is in effect upon adoption.

Kevin Knowles, Mayor

Attest:

Gena Long, City Recorder



**BOYS & GIRLS CLUB
OF THE EASTERN PANHANDLE**

Corporate Office
PO Box 1184, Martinsburg, WV 25402
P: (304) 263-1832 F: (304) 263-1833
www.bgcepwv.net

October 7, 2024

City of Martinsburg
c/o Department of the City Manager
Martinsburg City Hall
206 Viking Way
Martinsburg, WV 25401
Attn: Andy Blake, City Manager

Re: Letter of Intent for Purchase of 105 W. John Street

Dear Mr. Blake:

This Letter of Intent (“LOI”) between the Boys & Girls Club of the Eastern Panhandle, Inc., a West Virginia non-profit corporation (“Purchaser”) and the City of Martinsburg (“Seller”) is the foundation for a purchase and sale agreement the parties intend to negotiate and enter into in good faith (the “Contract”). This LOI is only intended to be an expression of interest and is not legally binding on Purchaser.

Seller:	City of Martinsburg
Purchaser:	Boys & Girls Club of the Eastern Panhandle, Inc.
Property:	0.35 acres, District 6, Tax Map 14, Parcel 388.1 105 W. John Street, Martinsburg, WV 25401
Purchase Price:	One and 00/100 Dollars (\$1.00)
Method of Payment:	Certified funds at closing.
Earnest Money Deposit:	No Earnest Money Deposit shall be required.
Conditions Precedent:	Purchaser’s obligation to negotiate and enter into the Contract is subject to satisfaction of the following conditions precedent: <ol style="list-style-type: none">1. Exemption for Purchaser from ad valorem taxes assessed with respect to the Property; and2. Determination of potential code violations with respect to the Property which require cure by a third-party, non-governmental purchaser and satisfactory agreement between the parties regarding the timing of Purchaser’s remedy thereof.

GREAT FUTURES START HERE.

Due Diligence Period:	Purchaser, together with Seller to the extent applicable, shall have one hundred eighty (180) days from the final execution of this LOI to satisfy the Conditions Precedent. At the expiration of said one hundred eighty (180) day period, Seller and Purchaser shall jointly determine whether an additional one hundred eighty (180) day diligence period is appropriate under this LOI or whether Seller and Purchaser shall proceed with the execution of the Contract and completion of a due diligence period thereunder.
Contract:	Both parties agree to act in good faith and to extend best efforts to obtain satisfaction of the Conditions Precedent such that the parties may negotiate and execute the Contract within ten (10) days thereafter.
Title:	Seller agrees to convey good, marketable, and insurable title of the Property to Purchaser free of all monetary liens and adverse claims and purchase options.
Closing:	The “ <u>Closing Date</u> ” shall be the date which is sixty (60) days after the expiration of the Due Diligence Period.
Closing Costs:	All closing costs shall be assessed in a manner customary to real estate transactions that take place where the Property is located. Seller shall pay for the preparation of the deed. Purchaser shall, at its sole cost and expense, pay all other closing costs including costs of recording, financing, governmental approvals, and title insurance to provide Purchaser with standard coverage and curative endorsements, as applicable. Seller and Purchaser shall each bear their respective closing costs, professional fees, etc.
Closing Date Conditions:	Purchaser shall purchase the Property “AS IS” and “WHERE IS”.
Brokerage:	Seller and Purchaser agree that no broker was the procuring cause of this purchase and sale.
Confidentiality:	Seller and Purchaser shall keep in strict confidence the terms and provisions of this LOI and the negotiations for the Contract. Seller and Purchaser agree to instruct their respective agents, employees, advisors, and consultants to comply with the provisions of this section. Notwithstanding the foregoing, Seller and Purchaser may disclose the terms of this LOI and the negotiations of the Contract to (a) its bankers and advisors as long as such parties agree to keep the information confidential until such time as the Contract is executed; (b) governmental authorities as may be required to satisfy the Conditions Precedent or by any law, rule, or regulation promulgated thereby. The provisions of this section shall survive any termination of this LOI.

If this proposal is acceptable, please acknowledge the above general business terms by returning an acknowledged copy of this proposal within thirty (30) days of receipt. Please contact me if you have any questions.

Very truly yours,
**BOYS & GIRLS CLUB OF THE EASTERN
PANHANDLE, INC.**

By: Stacie Rohn, CEO

By: Eric C. Brown, Board President

Acknowledged and approved this _____ day of _____, 2024

CITY OF MARTINSBURG

By: _____
Name: _____
Its: _____

DEED

THIS **DEED** is made and entered into this _____ day of _____, 20____, by and between **CITY OF MARTINSBURG**, a municipality of the State of West Virginia, party of the first part (hereinafter referred to as "Grantor"), and **BOYS & GIRLS CLUB OF THE EASTERN PANHANDLE, INC.**, a West Virginia non-profit corporation, party of the second part (hereinafter to as "Grantee").

WITNESSETH: That for and in consideration of the sum of **FIVE DOLLARS** (\$5.00) cash in hand paid, the receipt of which is hereby acknowledged and other good and valuable consideration passing from Grantee to Grantor, the receipt of which is also hereby acknowledged, City of Martinsburg, a municipality of the State of West Virginia, hereby grants, bargains, sells, and conveys unto Boys & Girls Club of the Eastern Panhandle, Inc., a West Virginia non-profit corporation, in fee simple, with covenants of special warranty, all of its right, title, and interest in and to that certain lot or parcel of real property, together with the improvements thereon and the appurtenances thereunto belonging, situate and being in **Martinsburg District, Berkeley County, West Virginia**, identified for tax purposes as **Tax Map 14, Parcel 388.1**, and being more particularly bounded and described as follows:

BEGINNING at a point marking the intersection of the southern margin of West John Street and the western margin of South Queen Street, also the point of beginning, thence North 76 degrees 21 minutes West along the southern margin of West John Street a distance of 87.0 feet to a point, thence South 13 degrees 39 minutes West along a line with Floyd Odom a distance of 80.0 feet to a point, thence North 76 degrees 21 minutes West along a line with Floyd Odom a distance of 20.0 feet to a point, thence South 13 degrees 39 minutes West along a line with Floyd Odom a distance of 8.0 feet to a point, thence South 76 degrees 21 minutes East along a line a distance of 4.0 feet to a point, thence South 13 degrees 39 minutes West along a line partly with Howard Bowers a distance of 72.0 feet to a point, thence South 76 degrees 21 minutes East along a line with Howard Bowers a distance of 103.0 feet to a point, thence North 13 degrees 39 minutes East along the western margin of South Queen Street a distance of 160.0 feet to the point of beginning; and containing 15232 square feet or 0.3496 acres.

AND BEING the same real property conveyed to City of Martinsburg by Deed, dated January 25, 1978, from State Armory Board of West Virginia, an agency of the State of West Virginia, as recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book 312, at page 714.

SUBJECT TO AND TOGETHER WITH all rights, reservations, restrictions, covenants, conditions, easements, and rights-of-way of record, to the extent the same are valid and in effect, and by their terms affect to title to the real property herein conveyed.

Grantor and Grantee hereby acknowledge and agree that title to the real property herein conveyed shall, by operation of law, revert to and vest in said Grantor in the event said Grantee should cease to provide services benefitting the public.

DECLARATION OF CONSIDERATION OR VALUE

Under the penalties of fine and imprisonment as provided by law, Grantor hereby declares that this conveyance is exempt from the excise tax on the privilege of transferring

real property because it is a conveyance by a political subdivision of the State of West Virginia.

CERTIFICATION OF EXEMPTION FROM WITHHOLDING TAX

Under the penalties of fine and imprisonment as provided by law, Grantor hereby declares that it claims exemption from the tax withholding requirements of West Virginia Code § 11-21-71b for the reason that it is a resident as defined in said section of the West Virginia Code.

[Remainder of Page Intentionally Blank –

Signatures and Acknowledgements Begin on Following Page]

DEED
(Signature Page)

WITNESS the following signature and seal:

CITY OF MARTINSBURG,
a West Virginia municipality

By: _____

Name: Kevin Knowles
Its: Mayor

STATE OF WEST VIRGINIA,
COUNTY OF BERKELEY, TO-WIT:

I, _____, a Notary Public in and for said County and State, hereby certify that Kevin Knowles, in his capacity as the Mayor of the City of Martinsburg, a West Virginia municipality, whose name is signed to the foregoing instrument, has this day acknowledged the same before me in said County and State to be the act and deed of said municipality upon authority duly granted.

Given under my hand this _____ day of _____, 202____.

Signature of Notarial Officer

My commission expires: _____.
(Stamp or Seal)

After Recording, Please Mail To:

Boys & Girls Club of the Eastern Panhandle, Inc.
P.O. Box 1184
Martinsburg, WV 25402

This instrument was prepared without the benefit of a title examination by Kelsey Swaim Miller, Attorney at Law, 1250 Edwin Miller Boulevard, Suite 300, Martinsburg, West Virginia 25404.

REVISED DECLARATION OF RESTRICTIONS

In order to comply with section 6(f)(3) of the United States Land and Water Conservation Fund Act of 1965 (54 U.S.C. § 200301 et seq.) as amended by the Great American Outdoors Act (Pub. L. 116-152), 2 C.F.R. §200.316, and in accordance with LWCF General Provisions, The City of Martinsburg does hereby impose the following perpetual restrictions and stewardship upon property described below:

1. The property shall be used for public recreation uses only.
2. The property may not be used for other purposes without the express written approval of the City of Martinsburg and the United States Secretary of the Interior. The United States Secretary of Interior shall approve such conversions only upon such conditions as he deems necessary to assure the substitutions of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.
3. Property shall be maintained so as to appear attractive and inviting to the public.
4. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
5. Any outdoor recreation facilities should comply with all State and Federal legislation (e.g., 42 U.S.C. § 6901 et. seq. and the National Institute for Occupational Safety and Health (NIOSH) as required and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.
6. Any outdoor recreation facilities should comply with all State and Federal legislation (e.g., 42 U.S.C. § 6901 et. seq. and the National Institute for Occupational Safety and Health (NIOSH) as required and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.
7. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
8. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
9. A posted LWCF acknowledgement sign shall remain displayed at the project site.

Property of the City of Martinsburg encumbered by section 6(f)(3) is as follows:

A certain parcel of real estate located in Martinsburg District, Berkeley County, West Virginia, being part of the Rosemont Addition to the City of Martinsburg, more particularly described as follows:

The property is more particularly bounded and described as follows, being graphically shown on a plat prepared by and on file among the records of Shelly & Witter, Inc. dated May 19, 2004, at Job No. G04-31-00-60.

N 58° 53' 50" W 1047.72' to a 5/8" rebar with cap (set), thence binding on the lands of Billie D. Frame (D.B. 653, Pg. 161), Randolph C. Lewis & Kay Lynn Collins (D.B. 411, Pg. 467), William C. Power & Susan M. Power D.B. 480, Pg. 122), Philip A. Noll & Gwen C. Noll (D.B. 701, Pg. 83) and Red Hill Road, Inc. (D.B.642, Pg. 613)

N 22° 15' 39" E 621.60' to a 5/8" rebar with cap (set), thence binding on the lands of Jeffrey S. Boehm & Denise H. Boehm (D.B. 566, Pg. 477) the three (3) following courses and distances

S 73° 15' 39" E 241.40' to a metal fence post (found), thence

N 14° 17' 23" E 287.75' to an old broken off wood fence post, thence

N 20° 14' 57" W 310.00' to a 5/8" rebar with cap (set), thence binding on the lands of the Corporation of Martinsburg (D.B. 105, Pg. 277) the two (2) following courses and distances

S 76° 25' 31" E 180.00' to a 5/8" rebar with cap (set), thence 15 N

N 82° 34' 29" E 196.67' to a 5/8" rebar with cap (set) in the west line of Tennessee Avenue, thence running with the said west line of Tennessee Avenue the five (5) following courses and distances, the first (1") being a curve to the left having a radius of 739.00', an arc length of 111.75', and a chord bearing distance of

S 06° 16' 18" E 111.66' to a 5/8" rebar with cap (set), thence

S 10° 36' 15" E 381.70' to a 5/8" rebar with cap (set), thence running with a curve to the right having a radius of 1163.51', an arc length of 224.71' and a chord bearing and distance of

S 05 ° 04' 16" E 224.36' to a 5/8" rebar with cap (set), thence

S 00° 27' 35" W 450.40' to a 5/8" rebar with cap (set), thence

S 00° 17' 41" W 440.68' to the point of beginning.

Containing 19.426 acres, more or less also being the same property as included within the attached Boundary Map.

The said property is the same parcel of real estate conveyed to the City of Martinsburg, West Virginia, a municipal corporation, from Berkeley County War Memorial Association, Inc., a corporation, by deed dated February 13, 1987, in the office of the Clerk of the County Commission of Berkeley County, West Virginia and recorded at Deed Book 411, at page 467. This Revised Declaration of Restrictions is meant to supersede the Declaration of Special Conditions recorded at Deed Book 1195, at page 347.

In Witness Whereof these restrictions and stewardship are imposed upon the property this ____ day of _____.

City of Martinsburg

By its Mayor: Kevin Knowles

State of West Virginia

County of _____

____ day of _____, _____.

Notary Public for West Virginia

My Commission expires_____

Section 6(f)(3) Boundary Map for War Memorial Park



Project Name: Martinsburg War Memorial Park Inclusive Playground

Site Name: War Memorial Park

Owner: City of Martinsburg

Address: 500 N Tennessee Ave, Martinsburg, WV 25401

County: Berkeley

Parcel Reference: Parcel 177, Map 4, District 6-Martinsburg Corp, County 2-Berkeley

Deed Reference: Book 1195/Page 347

Encumbered Acreage: 19.43 acres

Latitude: 39.46747 Longitude: -77.97985

Past LWCF Grant(s) #: 54-00365; 54-00428; 54-00522

Previously Encumbered Acreage: 19.43 acres

Legend

Site Boundary

Project Location

I hereby certify that the boundary map shown
accurately shows the area of park land protected under
Section 6(f)(3) of the LWCF Act.

Date

Signature
James E. Bush, ASLO

PARTIAL RELEASE

The undersigned, City of Martinsburg, hereby releases those certain Notices of Liens against Randall L. Young, recorded in the Office of the Clerk of the County Commission of Berkeley County, West Virginia, in Book 3256, at page 354; Book 3347, at page 448; Book 3582, at page 202; and Book 3952, at page 520, ONLY INSOFAR as the same constitutes a lien upon that property described as follows:

All that certain parcel of real property, with the improvements thereon and the appurtenances thereunto belonging, situate in the Martinsburg District, Berkeley County, West Virginia, designated and described as "Beginning at an iron pin on the east side of said Winchester Avenue, corner to property now or formerly owned by Catherine B. Carr, thence eastwardly, at or nearly at right angles to the said Avenue, eighty-four (84) feet, more or less, to another iron pin in the westerly line of an alley in the rear; thence northwardly along the line of said alley twenty (20) feet and four (4) inches, more or less, to another iron pin, corner to property of Ellen Roe; thence westwardly, along the line of said property, a distance of eighty-four (84) feet, more or less, to another iron pin on the east side of Winchester Avenue; thence southwardly along said Avenue, twenty (20) feet and our (4) inches, more or less, to the beginning. The aforesaid property is part of Block No. 17 of Plat No. Four (4) of the Martinsburg Mining, Manufacturing and Improvement Company's Addition to Martinsburg, West Virginia, a plat of which Addition is recorded in the office of the Clerk of the County Commission of Berkeley County, West Virginia, in Deed Book No. 89, pages 502-503, and previous deeds therefore would indicate said property includes the southerly twenty (20) feet of Lot No. Twenty-nine (29) and the northerly four (4) inches of Lot No. 28 of said Block and plat, but it is intended to include and convey hereby, and the said parties of the first part do hereby grant and convey unto the said parties of the second part all that portion of the property which is actually included between the four iron pins mentioned in the above description and further including such portion thereof, if any, which may lie between the northernmost of the said two iron pins and the adjoining property of the said Ellen Roe on the north."

At the time of this transaction, the real property was assigned a Berkeley County tax identification as Martinsburg District, Tax Map 17, Parcel 0113 0000 0000, and the improvements thereon are identified for postal purposes as 614 Winchester Avenue, Martinsburg, WV 25401.

OTHERWISE, SAID NOTICES REMAIN IN FULL FORCE AND EFFECT, UPON THE PROPERTIES OF RANDALL L. YOUNG.

City of Martinsburg

By: _____

Its: _____

STATE OF WEST VIRGINIA,

COUNTY OF _____, to-wit;

Acknowledged before the subscriber by _____,
_____ (title), who signed on behalf of the City of
Martinsburg thereto this _____ day of _____, 2024.

(AFFIX NOTARIAL SEAL)

Notary Public

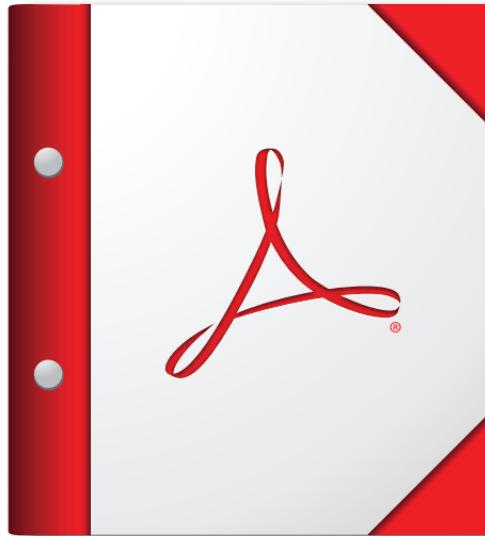
My commission expires:

This document was prepared by Stephen R. Kershner, Attorney at Law, Kay Casto & Chaney PLLC 400 Foxcroft Ave Ste 100, Martinsburg, WV 25401.

File No. 24-8826

Please return to:

Kay Casto & Chaney PLLC
400 Foxcroft Ave Ste 100, Martinsburg, WV 25401



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Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)

P.O. BOX 828
MARTINSBURG, WV 25402
Phone (304) 264-2131



CITY OF MARTINSBURG
WEST VIRGINIA

www.cityofmartinsburg.org

November 1, 2024

Randall Young
100 Greenbriar Road – Account # 21403-00

Judgment/Notice of lien pay-off

Lien # 20180015459 – 3256 @ 354

Lien amount	\$900.90
Interest	\$415.16

Total	\$1,316.06

Lien # 201900008219 – 3347 @ 448

Lien amount	\$419.00
Interest	\$170.17

Total	\$599.17

Lien # 202000033725– 3582 @ 202

Lien amount	\$900.90
Interest	\$257.51

Total	\$1,158.41

Lien # 202200034316– 3952 @ 520

Lien amount	\$900.90
Interest	\$136.64

Total	\$1,037.54

Total due to the City of Martinsburg

\$4,111.18

Prepared by:

Melissa Cobb
City of Martinsburg
Fire/Garbage Collector
304-264-2131, ext. 269
mcobb@cityofmartinsburg.org



RECEIVED



THE **City** OCT 24 2024 OF
Martinsburg

For Official Use Only	
BZA Case #:	2624-96-V
Hearing Date:	10/23/24
Ad Date:	10/14/24
Amount Paid:	\$400
Date Paid:	10/24/24

Planning Department * 232 N. Queen Street * Martinsburg, WV 25401 * 304.264.2131

BOARD OF ZONING APPEALS
VARIANCE APPLICATION

Please legibly print or type the following application in its entirety. Incomplete applications will not be accepted. Submit this application, any supporting information and appropriate fees by 3 pm of the application deadline date.

APPELLANT INFORMATION- OWNER'S AFFIDAVIT (page 3) MUST BE SUBMITTED WITH APPLICATION.		
Contact Name: <i>Nick Reyes</i>		
Firm/Company:		
Address:		
Phone:	email:	
OWNER INFORMATION		
Name: <i>Nick Reyes</i>		
Firm/Company:		
Address: <i>1043 Front Royal Pike, Winchester, VA</i>		
Phone: <i>540 335 8579</i>	email: <i>nick_reyes_1011@gmail.com</i>	
PROJECT INFORMATION		
Project Location: (Street Address) <i>222 S. High St</i>	Tax Map / Parcel <i>15116</i>	
Project Classification: (Residential/commercial/etc.)	Variance Type(s): (Setbacks, parking, lot size, etc.) <i>driveway</i>	
Current Zoning: <i>UR-3</i>	Current Transect:	Current Use:

All correspondence will be sent to the applicant. If the owner also wishes to receive a copy, please check box:

In the area below, specify the ordinance requirements(s) and the variance(s) requested:

Ordinance Requirement: (i.e. setback or parking requirement, etc.) <i>driveway in back</i>	Variance Request (i.e. proposed setback or parking) <i>driveway in front</i>
Ordinance Requirement: (i.e. setback or parking requirement, etc.)	Variance Request (i.e. proposed setback or parking)
Ordinance Requirement: (i.e. setback or parking requirement, etc.)	Variance Request (i.e. proposed setback or parking)
VARIANCE FEES (Residential/Commercial) <i>\$400</i>	

Note: If the Board cannot make all required findings, no Variance shall be granted. However, if circumstances change sufficiently that the necessary findings might be met in the future, the Board may rehear a similar application.

I have read this statement and understand the time limits of my Variance if approved.

Appellant Signature *[Signature]*

Owner Signature *[Signature]*

STATEMENT OF APPELLANT

TO: THE BOARD OF ZONING APPEALS

Referring to the application for Variance(s), I submit the following factual statements to support the required conditions for granting the Variance(s):

JUSTIFICATION FOR VARIANCE

Section 1.11.E, requires that a written application for a Variance be submitted demonstrating all of the following points. Applicant must provide their own responses to all of the following criteria statements. The Board of Zoning Appeals shall grant the Variance sought if it finds that the Variance:

(Please respond to each condition statement in the area provided - use additional paper if necessary.)

(a) Will not adversely affect the public health, safety or welfare, or the rights of adjacent property owners or residents;

will not affect anyone or in any way with anyone

(b) Arises from special conditions or attributes which pertain to the property for which a variance is sought, and which were not created by the person seeking the variance;

allowing to park in garage for new house

(c) Would eliminate an unnecessary hardship and permit a reasonable use of the land; and

rear is super high and front side allows you to enter garage

(d) Will allow the intent of the zoning ordinance to be observed and substantial justice done.

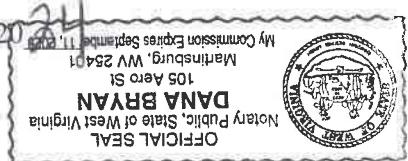
Yes

I hereby attest that the information provided on and attached to this application is complete and correct.

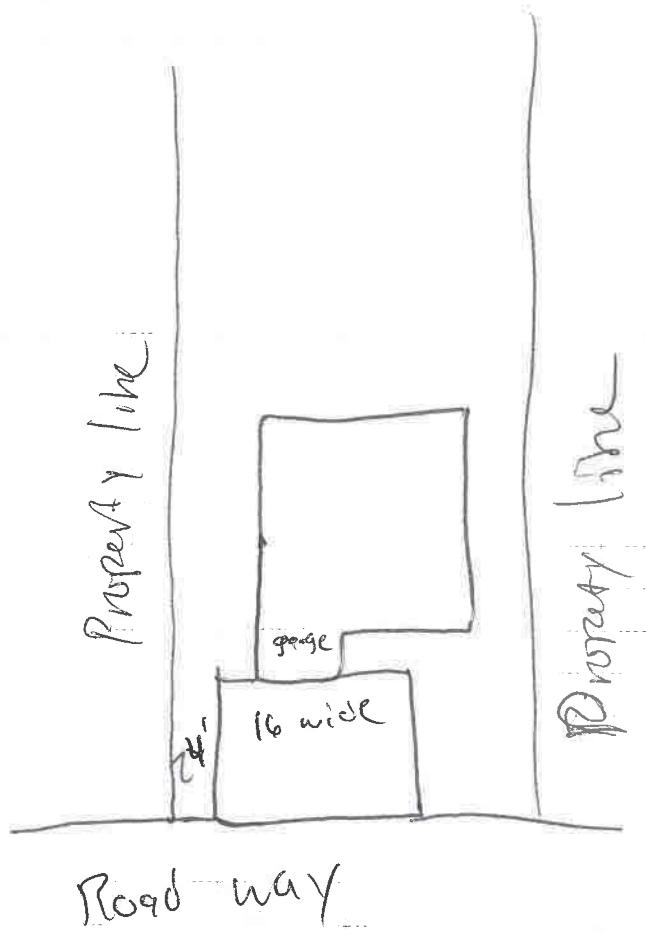
AS
10/24/24
Signature of Appellant/Date

Credit to the Account of
the within named payee
Absence of Endorsement Guaranteed
Truist Bank

AB
Notary: Sworn to me this 24 day of
October 2024



This graph has been provided for Variance appellants only. Please sketch out the location of your property, including all buildings already on lot and proposed. Use the blocks to represent footage.





13332 Pennsylvania Avenue, Hagerstown MD 21742
t. 301-739-7414 w. www.innovativeinc.net

QUOTE

QUOTE #	AAAQ19856-03
DATE	Nov 26, 2024

To Andy Blake
City of Martinsburg
232 N. Queen Street
Martinsburg, WV 25401
United States

Phone (304) 264-2131

SALESPERSON	P.O. Number	PAYMENT TERMS	DUE DATE
Eric Santiago		50/50	

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
City of One Martinsburg Fire Department			
1	SOW: For the City of One Project, Innovative will be centralizing resources for City of Martinsburg entities.	\$11,400.00	\$11,400.00
The project will entail:			
<ul style="list-style-type: none">- Combining Martinsburg Fire Department and City of Martinsburg M365 into one tenant (Email migration) - City/MFD will be in the same directory/tenant after this.- Combining M365 SaaS to accommodate one tenant - All backups will be migrated to the one city tenant- Combining MFA portals - Easier to troubleshoot and puts all 2FA management inside the city portal- Combining Security Awareness Training - Keeps the fire department integrated with the City's security awareness strategy- Combining Security Portals - EDR/SOC...etc - all get rolled up into one tenant			
2FA Management will be accomplished by one of two options:			
<ol style="list-style-type: none">1. One yubikey attached to each workstation. We integrate the key with each user account that utilize the shared computers. This ensures that a key is always present and gets tied to the correct user.2. One yubikey for each user. This is the preferred way to do it and slightly more secure. It can be less convenient if staff lose the keys however.			
Innovative will upgrade the SSD on the shared workstations listed below to a 1TB SSD, which will allow for each firefighter to have their own profile at each workstation.			
L0773 L0749 L0747 L0777 L0851 L0850			
The completion of this project will allow departments and the City overall to see savings due to the reduced IT hardware needed on hardware refreshes, software, and professional services. 50 hours of the existing City of Martinsburg block will be applied to this project.			
1	Bittitan Migration Tool - Helps us to save about 50 manual hours in the M365 and Onedrive migration	\$3,500.00	\$3,500.00

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
5	DUO Hardware Token	\$25.31	\$126.55
1	Contingency is leveraged for un-expected parts and duo hardware tokens that are needed throughout the project (adapters, cables, mounts, licenses..etc). This is generally calculated as a small percentage of the total project. You are only charged for the portion that is actually used.	\$1,000.00	\$1,000.00
Hardware Upgrades			
6	Kingston FURY Renegade 1 TB Solid State Drive - M.2 2280 Internal - PCI Express NVMe (PCI Express NVMe 4.0 x4) - Desktop PC, Notebook, Motherboard Device Supported - 1024 TB TBW - 7300 MB/s Maximum Read Transfer Rate - 5 Year Warranty	\$144.00	\$864.00
Monthly Service Adjustments:			
1	SaaS M365 Backup- Infinite Retention- 151-200U - This is a 1 year (12 month) Agreement.	\$894.00	\$894.00
-1	SaaS M365 Backup- Infinite Retention - 101-149U - This is a 1 year (12 month) Agreement.	\$700.50	-\$700.50
Please contact me if I can be of further assistance.		SUBTOTAL	\$16,890.55
		SALES TAX	\$0.00
		TOTAL	\$16,890.55

1. **MASTER SERVICE AGREEMENT.** The Parties hereby agree and acknowledge that the terms of the Master Service Agreement (“MSA”) between Innovative and Company are incorporated by reference and if fully set forth herein. As anticipated under the terms of the MSA, this Quote sets forth the specific services and/or items being purchased by Company.

2. **CHANGES TO QUOTE.** This Quote will remain in full force and effect unless it is modified by a fully-executed, subsequent quotation modifying and/or covering the same scope of service(s) or product(s). If the Parties execute a subsequent Quote, the selections made in this Quote and all prior Quotes pursuant to the MSA between the Parties will remain in full force and effect unless those specific line-items are modified. By way of illustrative example, if Company purchases Electronic Backup Services in this Quote, and then executes a subsequent Quote wherein Company purchases Equipment, the Electronic Backup Services purchased via the prior Quote will remain in effect unless specifically noted on the subsequent Quote. There is no limit to the number of Quotes the Parties can execute pursuant to the same MSA.

Unless specified otherwise in quote above, all hardware includes a 1-year onsite warranty provided by Innovative.

Credit card transactions are subject to a 2% convenience fee.

*Due to extreme volatility in the technology supply chain, pricing and availability may change without notice.
Total shipping charges will be applied to final invoice.*

To accept this quotation, sign here and return:

Thank You For Your Business!



AIA Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
A	B	C	D	E	F	G	H	I	
1	Performance & Payment Bonds	60,850.00	60,850.00	0.00	0.00	0.00	0.00%	0.00	0.00
2	General Conditions & Supervision (34000/MO)	544,000.00	544,000.00	0.00	0.00	544,000.00	100.00%	0.00	0.00
3	Site Concrete	36,400.00	36,400.00	0.00	0.00	36,400.00	100.00%	0.00	0.00
4	Asphalt Paving & Striping	8,800.00	8,800.00	0.00	0.00	8,800.00	100.00%	0.00	0.00
5	Site Utilities	27,800.00	27,800.00	0.00	0.00	27,800.00	100.00%	0.00	0.00
6	Site Furnishings	7,900.00	5,530.00	0.00	0.00	5,530.00	70.00%	2,370.00	0.00
7	Aluminum Fencing	34,200.00	34,200.00	0.00	0.00	34,200.00	100.00%	0.00	0.00
8	Landscaping	5,700.00	5,700.00	0.00	0.00	5,700.00	100.00%	0.00	0.00
9	Interior Selective Demolition	349,300.00	349,300.00	0.00	0.00	349,300.00	100.00%	0.00	0.00
10	Exterior Building Demolition	59,600.00	59,600.00	0.00	0.00	59,600.00	100.00%	0.00	0.00
11	Sawcute Remove Concrete Slab	25,200.00	25,200.00	0.00	0.00	25,200.00	100.00%	0.00	0.00
12	Site Demolition	41,900.00	41,900.00	0.00	0.00	41,900.00	100.00%	0.00	0.00
13	Temporary Shoring	13,200.00	13,200.00	0.00	0.00	13,200.00	100.00%	0.00	0.00
14	Dock Stair Ramp Concrete	70,100.00	70,100.00	0.00	0.00	70,100.00	100.00%	0.00	0.00
15	Patch Slab on Grade	15,600.00	15,600.00	0.00	0.00	15,600.00	100.00%	0.00	0.00

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A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	MATERIALS PRESENTLY STORED THIS PERIOD (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G-C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Concrete							
16	Miscellaneous Floor Patching	3,400.00	3,400.00	0.00	3,400.00	100.00%	0.00	0.00
17	CMU	46,500.00	46,500.00	0.00	46,500.00	100.00%	0.00	0.00
18	Brick	5,900.00	5,900.00	0.00	5,900.00	100.00%	0.00	0.00
19	Cast Stone	55,700.00	55,700.00	0.00	55,700.00	100.00%	0.00	0.00
20	Restoration Cleaning	8,900.00	8,900.00	0.00	8,900.00	100.00%	0.00	0.00
21	Structural & Miscellaneous Steel	151,100.00	151,100.00	0.00	151,100.00	100.00%	0.00	0.00
22	Rough Carpentry	42,400.00	42,400.00	0.00	42,400.00	100.00%	0.00	0.00
23	Custom Casework	219,800.00	219,800.00	0.00	219,800.00	100.00%	0.00	0.00
	Thermal & Sound							
24	Insulation	15,900.00	15,900.00	0.00	15,900.00	100.00%	0.00	0.00
25	Metal Plate Wall Panels	289,400.00	188,110.00	101,290.00	289,400.00	100.00%	0.00	0.00
26	Aluminum Siding	14,800.00	13,320.00	1,480.00	14,800.00	100.00%	0.00	0.00
27	Roofing	249,565.00	262,700.00	7,881.00	257,446.00	98.00%	5,254.00	0.00
28	Metal Coping	6,500.00	0.00	3,250.00	3,250.00	50.00%	3,250.00	0.00
29	Firestopping	1,200.00	1,200.00	0.00	1,200.00	100.00%	0.00	0.00
30	Joint Sealants	7,200.00	3,600.00	3,600.00	7,200.00	100.00%	0.00	0.00
31	Hollow Metal	39,900.00	39,900.00	0.00	39,900.00	100.00%	0.00	0.00
32	Wood Doors	82,800.00	82,800.00	0.00	82,800.00	100.00%	0.00	0.00
33	Hardware	225,200.00	225,200.00	0.00	225,200.00	100.00%	0.00	0.00
34	Automatic Operators	13,600.00	13,600.00	0.00	13,600.00	100.00%	0.00	0.00
36		0.00	0.00	0.00	0.00	0.00%	0.00	0.00
37	Exterior Storefronts	126,500.00	126,500.00	0.00	126,500.00	100.00%	0.00	0.00
38	Interior Storefronts	89,400.00	89,400.00	0.00	89,400.00	100.00%	0.00	0.00
39	Curtainwall	37,000.00	37,000.00	0.00	37,000.00	100.00%	0.00	0.00

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(3B9ADAA6)

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
40	Swing & Sliding Doors	68,000.00	68,000.00	0.00	0.00	68,000.00	100.00%	0.00
41	Metal Framing	121,900.00	121,900.00	0.00	0.00	121,900.00	100.00%	0.00
42	Drywall	120,700.00	120,700.00	0.00	0.00	120,700.00	100.00%	0.00
43	Tile	128,700.00	128,700.00	0.00	0.00	128,700.00	100.00%	0.00
44	Acoustical Ceilings	145,800.00	142,884.00	2,916.00	0.00	145,800.00	100.00%	0.00
45	Resilient Flooring Carpet	112,700.00	112,700.00	0.00	0.00	112,700.00	100.00%	0.00
46	Concrete Floor Sealing	2,700.00	0.00	2,700.00	0.00	2,700.00	100.00%	0.00
47	Painting	42,700.00	42,700.00	0.00	0.00	42,700.00	100.00%	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00
48	Dedication Plaque Allowance	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00
49	Signage	62,600.00	10,642.00	51,958.00	0.00	62,600.00	100.00%	0.00
50	Toilet Partitions	9,500.00	9,500.00	0.00	0.00	9,500.00	100.00%	0.00
51	Operable Wall	30,150.00	30,150.00	0.00	0.00	30,150.00	100.00%	0.00
52	Wall Protection	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00%	0.00
53	Toilet Accessories	13,500.00	13,500.00	0.00	0.00	13,500.00	100.00%	0.00
54	Fire Extinguishers	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00%	0.00
55	Flagpoles	4,800.00	4,800.00	0.00	0.00	4,800.00	100.00%	0.00
56	Knox Box	900.00	0.00	0.00	0.00	0.00	0.00%	900.00
57	Appliances	5,400.00	5,400.00	0.00	0.00	5,400.00	100.00%	0.00
58	Window Shades	36,000.00	0.00	0.00	0.00	0.00	0.00%	36,000.00
59	Elevator	205,000.00	205,000.00	0.00	0.00	205,000.00	100.00%	0.00
60	Sprinkler	120,000.00	114,000.00	6,000.00	0.00	120,000.00	100.00%	0.00
61	Plumbing Submittals	27,500.00	27,500.00	0.00	0.00	27,500.00	100.00%	0.00
62	Plumbing Supervision	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00
63	Plumbing Mobilization	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00%	0.00
64	Plumbing Demolition	32,400.00	32,400.00	0.00	0.00	32,400.00	100.00%	0.00

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD (NOT IN D OR E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
65	Underground Sanitary & Storm	93,600.00		0.00	0.00	93,600.00	100.00%	0.00	0.00
66	Above Ground Sanitary & Storm	137,700.00	137,700.00	0.00	0.00	137,700.00	100.00%	0.00	0.00
67	Domestic Water	275,400.00	275,400.00	0.00	0.00	275,400.00	100.00%	0.00	0.00
68	Gas Piping	44,000.00	44,000.00	0.00	0.00	44,000.00	100.00%	0.00	0.00
69	Roof Drains	19,800.00	19,800.00	0.00	0.00	19,800.00	100.00%	0.00	0.00
70	Sump Pump	15,400.00	15,400.00	0.00	0.00	15,400.00	100.00%	0.00	0.00
71	Water Softener	25,300.00	25,300.00	0.00	0.00	25,300.00	100.00%	0.00	0.00
72	Backflow Preventer	30,800.00	30,800.00	0.00	0.00	30,800.00	100.00%	0.00	0.00
73	Plumbing Fixtures	51,800.00	51,800.00	0.00	0.00	51,800.00	100.00%	0.00	0.00
74		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
75	HVAC Submittals	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	0.00
76	HVAC Supervision	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	0.00
77	HVAC Mobilization	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00%	0.00	0.00
78	Heating Water	147,700.00	147,700.00	0.00	0.00	147,700.00	100.00%	0.00	0.00
79	Boiler	43,000.00	43,000.00	0.00	0.00	43,000.00	100.00%	0.00	0.00
80	Pumps Expansion Tank	24,300.00	24,300.00	0.00	0.00	24,300.00	100.00%	0.00	0.00
81	Rooftop Units	239,100.00	239,100.00	0.00	0.00	239,100.00	100.00%	0.00	0.00
82	VAV Boxes	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	0.00
83	Unit Heaters Exhaust Fans	92,600.00	92,600.00	0.00	0.00	92,600.00	100.00%	0.00	0.00
84	Split Systems	17,700.00	17,700.00	0.00	0.00	17,700.00	100.00%	0.00	0.00
85	Refrigerant Piping	26,500.00	26,500.00	0.00	0.00	26,500.00	100.00%	0.00	0.00
86	Duct Demolition	8,500.00	8,500.00	0.00	0.00	8,500.00	100.00%	0.00	0.00
87	Ductwork	310,700.00	310,700.00	0.00	0.00	310,700.00	100.00%	0.00	0.00
88	Registers Grilles	23,200.00	23,200.00	0.00	0.00	23,200.00	100.00%	0.00	0.00
89	Diffusers	241,300.00	241,300.00	0.00	0.00	241,300.00	100.00%	0.00	0.00
90	Pipe Insulation	32,000.00	32,000.00	0.00	0.00	32,000.00	100.00%	0.00	0.00
91	Duct Insulation	154,000.00	154,000.00	0.00	0.00	154,000.00	100.00%	0.00	0.00
92	Testing & Balancing	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	0.00

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	MATERIALS PRESENTLY STORED THIS PERIOD (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Canopy							
5	PCO 6B-Replace Rear Parapet Wall	70,199.00	70,199.00	0.00	0.00	70,199.00	100.00%	0.00
6	CO #6	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
	PCO #10 - Angle Reinforcing for Exhaust Fans	1,448.00	1,448.00	0.00	0.00	1,448.00	100.00%	0.00
	PCO #11 - Extend Walls to Deck	3,111.00	3,111.00	0.00	0.00	3,111.00	100.00%	0.00
	PCO #12 - Tuckpointing of existing 4" CMU Walls	3,816.00	3,816.00	0.00	0.00	3,816.00	100.00%	0.00
	PCO #13 - Add receptacles, Dates Outlets, & HDMI Cables	5,682.00	5,682.00	0.00	0.00	5,682.00	100.00%	0.00
7	CO #7	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
	PCO #7R2 - Revisions per RFP #6	26,309.00	26,309.00	0.00	0.00	26,309.00	100.00%	0.00
	PCO #14 - Custom pain for storefronts	6,592.00	6,592.00	0.00	0.00	6,592.00	100.00%	0.00
	PCO #15 - Flooring modifications per RFP #9	842.00	842.00	0.00	0.00	842.00	100.00%	0.00
	PCO #16 - Flooring modifications per RFP #10	11,349.00	11,349.00	0.00	0.00	11,349.00	100.00%	0.00
	PCO #19 - Add AED cabinets per RFP #12	1,869.00	1,869.00	0.00	0.00	1,869.00	100.00%	0.00
8	CO #8	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
	PCO #20 - Modify Height of Existing 4" FDC line	1,190.00	1,190.00	0.00	0.00	1,190.00	100.00%	0.00

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	PCO #22 - Ceiling Height Modification in Lobby 101	913.00	913.00	0.00	0.00	913.00	100.00%	0.00	0.00
	PCO #23 - Add acoustical ceilings in rooms 107,110,227,234	4,899.00	4,899.00	0.00	0.00	4,899.00	100.00%	0.00	0.00
	PCO #24 - Replace incoming 4" copper water line with 4" ductile iron pipe	2,393.00	2,393.00	0.00	0.00	2,393.00	100.00%	0.00	0.00
	PCO #25 - Change fault current rating from 22k AIC to 42k AIC	1,645.00	1,645.00	0.00	0.00	1,645.00	100.00%	0.00	0.00
	009 - Remove & dispose of concrete within existing rooftop unit curbs	12,904.00	12,904.00	0.00	0.00	12,904.00	100.00%	0.00	0.00
9		0.00	0.00			0.00	0.00%	0.00	0.00
	CO #10 - Provide credit for the reduction of the elevator load capacity	-10,000.00	-10,000.00	0.00	0.00	-10,000.00	100.00%	0.00	0.00
10		0.00	0.00			0.00	0.00%	0.00	0.00
	CO #11	0.00	0.00			0.00	0.00%	0.00	0.00
11									
	PCO #17R1 - AV Changes per RFP #11	7,070.00	7,070.00	0.00	0.00	7,070.00	100.00%	0.00	0.00
	Council Chamber Modifications, per RFP #13	9,650.00	9,650.00	0.00	0.00	9,650.00	100.00%	0.00	0.00
	PCO #26R1 - Room 132 Revisions, per RFP #14	4,478.00	4,478.00	0.00	0.00	4,478.00	100.00%	0.00	0.00
12	CO #12 - Add Axiom	5,383.00	5,383.00	0.00	0.00	5,383.00	100.00%	0.00	0.00

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	trim per ASK-09	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
13	CO #13 - Temp Power for 911 Switch	2,499.00	2,499.00	0.00	0.00	2,499.00	100.00%	0.00	0.00
14	CO #14 - PCO 33R1 & PCO 34	12,705.00	12,705.00	0.00	0.00	12,705.00	100.00%	0.00	0.00
15	CO 15	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	PCO #30R1 - Delete 2 Cameras per RFP #15	-9,834.00	-9,834.00	0.00	0.00	-9,834.00	100.00%	0.00	0.00
	PCO #32 - Storm Drain Changes, per RFI #45	2,929.00	2,929.00	0.00	0.00	2,929.00	100.00%	0.00	0.00
	PCO #36 - Unsuitable Soils	40,410.00	40,410.00	0.00	0.00	40,410.00	100.00%	0.00	0.00
	PCO #37 - AV Scope Integration with Swag-it	3,643.00	3,643.00	0.00	0.00	3,643.00	100.00%	0.00	0.00
	PCO #38 - Metal Wall Panels over CMU walls	9,769.00	9,769.00	0.00	0.00	9,769.00	100.00%	0.00	0.00
16	PCO 40, 42, 43, 44	16,844.00	16,844.00	0.00	0.00	16,844.00	100.00%	0.00	0.00
	Floor Grinding & Leveling for large floor tiel	18,819.00	18,819.00	0.00	0.00	18,819.00	100.00%	0.00	0.00
18	Change Elevator from Battery Control to Generator Control	7,181.00	0.00	0.00	0.00	0.00	0.00%	7,181.00	0.00
	GRAND TOTAL	\$8,276,349.05	\$7,987,850.53	\$205,008.00	\$0.00	\$83,490.52	98.99%	\$83,490.52	\$0.00

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User Notes:

Application and Certificate for Payment

TO OWNER: CITY OF MARTINSBURG WV PROJECT: MARTINSBURG CITY HALL
 232 N Queen St PERIOD TO: 9/13/24
 MARTINSBURG, WV 25401 CONTRACT FOR: FF&E
 FROM CONTRACTOR: CAPITAL BUSINESS SERVICES
 711 Industrial Ave
 CHARLESTON, WV 25302
 VIA ARCHITECT: Silling Associates, Inc
 405 Capitol St, Upper Attic
 CHARLESTON, WV 25301
 APPLICATION NO: 001
 CONTRACT DATE: 10/4/23
 PROJECT NOS: Silling Associates /
 CITY OF MARTINSBURG

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM \$ 455,000
This document is a continuation of Document 305, Continuation Sheet, is attached.
which previous Certificates for Payment were issued and payments received from the Owner, and
that current payment shown herein is now due.

2. NET CHANGE BY CHANGE ORDERS..... 3. CONTRACT SUM TO DATE (inc 1.1).....

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 455,000
 By: John West Virginia
 Date: 11/3/22

5. RETAINAGE: a. 5% of Completed Work

b. 5 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column 1 of G703)..... \$ 333,750
My commission expires: January 23, 2025

6. TOTAL EARNED LESS RETAINAGE \$ 432,250

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge (Line 4 minus Line 5 Total) **LESS PREVIOUS CERTIFICATE'S EOB PAYMENT** **€ 0**

1125-2-1
AMOUNT CERTIFIED.
\$ 432,250
}, CURRENT PAYMENT DUE.....

AMOUNT CERTIFIED \$ 337.50
(Line 3 minus Line 6)
BALANCE TO FINISH, INCLUDING RETAINAGE \$ 337.50
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
sheet.)

CHANGE ORDER SUMMARY
Application and on the Continuation Sheet that are changed to conform with the amount certified.)

GENERAL ORDER SUMMARY		APPROVALS		DEDUCTIONS		TOTALS	
Total changes approved in previous months by Owner							
		\$	\$	\$	\$	\$	\$

NET CHANGES by Change Order

101 AL	\$ 4	\$ 3
--------	------	------

named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001
APPLICATION DATE: 9/13/24
PERIOD TO: 9/13/24

ARCHITECT'S PROJECT NO: Sallie Assel, City of Martinsburg

A ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
FF#E	155,000 Martinsburg City Hall	455,000				455,000	0	22,750
GRAND TOTAL		455,000				455,000	0	22,750

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Callas Contractors, LLC

10549 Downsville Pike
Hagerstown, MD 21740
Ph : (301)739-8400

Letter of Transmittal

To: Omni Architects
207 Jefferson St
Fairmont, WV 26554

Transmittal #: 402

Date: 12/4/2024

Job: 23-016 Martinsburg Public Works Expan

Subject: Payment Application for Period Ending 11/30/2024

WE ARE SENDING YOU Attached Under separate cover via Email the following items:

<input type="checkbox"/> Shop drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans	<input type="checkbox"/> Samples
<input type="checkbox"/> Copy of letter	<input type="checkbox"/> Change order	<input type="checkbox"/> Specifications	<input type="checkbox"/> Other

Document Type	Copies	Date	No.	Description
Payment Application	1	12/4/24	G702 - G703	Payment Application #19 Rev. 1 thru 11/30/2024 - \$193,311.00
Partial Waiver of Lien	1	12/4/24		Partial Waiver of Lien dated 12/04/2024 - \$193,311.00

THESE ARE TRANSMITTED as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit ___ copies for approval
<input type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit ___ copies for distribution
<input type="checkbox"/> As requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Return ___ corrected prints
<input type="checkbox"/> For review and comment	<input checked="" type="checkbox"/> For Payment/Processing	
<input type="checkbox"/> FOR BIDS DUE	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US	

Remarks:

Copy To: Clites, Mark (Callas Contractors LLC), Ridenour, Peggy (Callas Contractors LLC), File (Callas Contractors LLC)

From: Clites, Mark (Callas Contractors LLC)

Signature:



PAYMENT APPLICATION AIA DOCUMENT G702

Page 1

TO:	City of Martinsburg 232 North Queen Street Martinsburg, WV 25401 Attn: Reuben Losch	PROJECT NAME AND LOCATION:	23-016 Martinsburg Public Works Expansion 800 Boston Street Martinsburg, WV 25401	APPLICATION #	19-Rev	Distribution to:
FROM:	Callas Contractors LLC 10549 Downsville Pike Hagerstown, MD 212740	ARCHITECT:	Omni Architects 207 Jefferson St. Fairmont, WV 26554	PERIOD THRU:	11/30/2024	<input type="checkbox"/> OWNER
FOR:	Martinsburg Public Works Expansion			PROJECT #s:		<input type="checkbox"/> ARCHITECT
				DATE OF CONTRACT:	04/01/2023	<input type="checkbox"/> CONTRACTOR
						<input type="checkbox"/>
						<input type="checkbox"/>

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$4,013,435.00
2. SUM OF ALL CHANGE ORDERS	\$246,303.67
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$4,259,738.67
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$3,627,105.39
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$362,710.54
b. 10.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$362,710.54
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$3,264,394.85
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$3,071,083.85
8. PAYMENT DUE	\$193,311.00
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$995,343.82

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Callas Contractors LLC

By: 

Date: 12/4/24

State of: Maryland

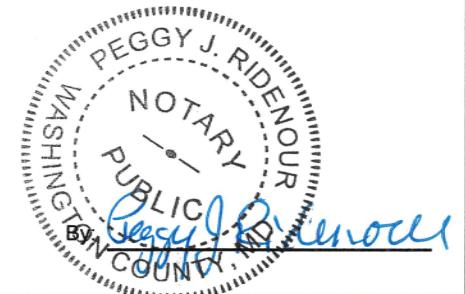
County of: Washington

Subscribed and sworn to before

me this 4th day of December 2024

Notary Public: Peggy J. Ridenour

My Commission Expires: December 12, 2025



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... 193,311.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

Date: 12/5/24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016 Martinsburg Public Works Expansion APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Payment and Performance Bonds	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	\$3,500.00
2	General Conditions	\$320,000.00	\$272,000.00	\$16,000.00	\$0.00	\$288,000.00	90%	\$32,000.00	\$28,800.00
3	Reinforcing Steel - Material	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$1,500.00
4	Footings	\$64,000.00	\$64,000.00	\$0.00	\$0.00	\$64,000.00	100%	\$0.00	\$6,400.00
5	Piers	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	100%	\$0.00	\$3,200.00
6	Slab-on-grade	\$96,000.00	\$96,000.00	\$0.00	\$0.00	\$96,000.00	100%	\$0.00	\$9,600.00
7	Footer Drains	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100%	\$0.00	\$1,000.00
8	Polished Concrete	\$9,000.00	\$900.00	\$8,100.00	\$0.00	\$9,000.00	100%	\$0.00	\$900.00
9	CMU Walls	\$90,000.00	\$90,000.00	\$0.00	\$0.00	\$90,000.00	100%	\$0.00	\$9,000.00
10	Synthetic Stone	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$1,500.00
11	Brick Veneer	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$3,000.00
12	Beam Lintels - Material	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100%	\$0.00	\$700.00
13	Metal Pan Steps	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$900.00
14	Cold Formed Metal Framing - Engineering	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$500.00
15	Cold Formed Metal Framing	\$135,000.00	\$135,000.00	\$0.00	\$0.00	\$135,000.00	100%	\$0.00	\$13,500.00
16	Rough Carpentry	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$3,000.00
	SUB-TOTALS	\$902,000.00	\$845,900.00	\$24,100.00	\$0.00	\$870,000.00	96%	\$32,000.00	\$87,000.00

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016

Martinsburg Public Works Expansion

APPLICATION #:

19-Rev

DATE OF APPLICATION:

11/25/2024

PERIOD THRU:

11/30/2024

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
17	Architectural Millwork	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100%	\$0.00	\$3,500.00
18	Thermal Insulation	\$29,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	100%	\$0.00	\$2,900.00
19	Dampproofing	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$800.00
20	Wall Panels	\$282,000.00	\$267,900.00	\$14,100.00	\$0.00	\$282,000.00	100%	\$0.00	\$28,200.00
21	Roofing	\$200,000.00	\$190,000.00	\$10,000.00	\$0.00	\$200,000.00	100%	\$0.00	\$20,000.00
22	Metal Doors and Frames - Material	\$58,000.00	\$11,600.00	\$40,600.00	\$0.00	\$52,200.00	90%	\$5,800.00	\$5,220.00
23	Metal Doors and Frames - Labor	\$6,000.00	\$1,200.00	\$3,600.00	\$0.00	\$4,800.00	80%	\$1,200.00	\$480.00
24	Overhead Sectional Doors	\$17,000.00	\$12,750.00	\$4,250.00	\$0.00	\$17,000.00	100%	\$0.00	\$1,700.00
25	Aluminum Entrances and Storefronts	\$135,000.00	\$87,750.00	\$33,750.00	\$0.00	\$121,500.00	90%	\$13,500.00	\$12,150.00
26	Gypsum Board	\$53,000.00	\$52,470.00	\$0.00	\$0.00	\$52,470.00	99%	\$530.00	\$5,247.00
27	Exterior Sheathing	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$3,000.00
28	Acoustical Ceilings	\$29,000.00	\$23,200.00	\$5,800.00	\$0.00	\$29,000.00	100%	\$0.00	\$2,900.00
29	Resilient Base	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,000.00	\$0.00
30	Resilient Flooring	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$60,000.00	\$0.00
31	Tile Carpeting	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,000.00	\$0.00
32	Painting	\$18,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	50%	\$9,000.00	\$900.00
	SUB-TOTALS	\$1,874,000.00	\$1,603,770.00	\$136,200.00	\$0.00	\$1,739,970.00	93%	\$134,030.00	\$173,997.00

PROJECT: 23-016 Martinsburg Public Works Expansion					APPLICATION #: 19-Rev DATE OF APPLICATION: 11/25/2024 PERIOD THRU: 11/30/2024 PROJECT #:				
A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
33	Corrugated Paneling	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	\$0.00
34	Signage	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$24,000.00	\$0.00
35	Toilet Compartments	\$11,000.00	\$9,900.00	\$0.00	\$0.00	\$9,900.00	90%	\$1,100.00	\$990.00
36	Toilet and Bath Accessories	\$3,000.00	\$2,700.00	\$0.00	\$0.00	\$2,700.00	90%	\$300.00	\$270.00
37	Fire Extinguishers and Cabinets	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100%	\$0.00	\$300.00
38	Lockers and Benches	\$5,000.00	\$1,250.00	\$0.00	\$0.00	\$1,250.00	25%	\$3,750.00	\$125.00
39	Pre-Engineered Metal Building - Material	\$252,000.00	\$252,000.00	\$0.00	\$0.00	\$252,000.00	100%	\$0.00	\$25,200.00
40	Pre-Engineered Metal Building - Labor	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$5,000.00
41	Plumbing								
42	Underground Plumbing	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	100%	\$0.00	\$3,000.00
43	Plumbing Rough-in	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100%	\$0.00	\$4,000.00
44	Gas Piping Above Ground	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100%	\$0.00	\$1,200.00
45	Plumbing Fixtures and Accessories	\$23,000.00	\$23,000.00	\$0.00	\$0.00	\$23,000.00	100%	\$0.00	\$2,300.00
46	HVAC								
47	HVAC Permit	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100%	\$0.00	\$200.00
48	Equipment	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	100%	\$0.00	\$7,500.00
	SUB-TOTALS	\$2,405,000.00	\$2,104,620.00	\$136,200.00	\$0.00	\$2,240,820.00	93%	\$164,180.00	\$224,082.00

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016

Martinsburg Public Works Expansion

APPLICATION #:

19-Rev

DATE OF APPLICATION:

11/25/2024

PERIOD THRU:

11/30/2024

PROJECT #s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
49	Ductwork	\$77,000.00	\$65,450.00	\$11,550.00	\$0.00	\$77,000.00	100%	\$0.00	\$7,700.00
50	Ductless Split	\$9,000.00	\$6,750.00	\$2,250.00	\$0.00	\$9,000.00	100%	\$0.00	\$900.00
51	Grilles and Registers	\$6,000.00	\$4,500.00	\$1,500.00	\$0.00	\$6,000.00	100%	\$0.00	\$600.00
52	Exhaust	\$7,000.00	\$5,250.00	\$1,750.00	\$0.00	\$7,000.00	100%	\$0.00	\$700.00
53	Gas Heater	\$6,500.00	\$4,875.00	\$1,625.00	\$0.00	\$6,500.00	100%	\$0.00	\$650.00
54	Testing and Balancing	\$7,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$7,500.00	\$0.00
55	Electrical								
56	Electrical Inspections	\$14,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	50%	\$7,000.00	\$700.00
57	Underground Rough-in	\$28,000.00	\$25,200.00	\$2,800.00	\$0.00	\$28,000.00	100%	\$0.00	\$2,800.00
58	Electrical Rough-in	\$90,000.00	\$81,000.00	\$9,000.00	\$0.00	\$90,000.00	100%	\$0.00	\$9,000.00
59	Service Wiring	\$30,000.00	\$27,000.00	\$3,000.00	\$0.00	\$30,000.00	100%	\$0.00	\$3,000.00
60	Fire Alarm	\$9,500.00	\$4,750.00	\$4,750.00	\$0.00	\$9,500.00	100%	\$0.00	\$950.00
61	Low Voltage	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$900.00
62	Switchgear	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100%	\$0.00	\$1,100.00
63	Generator	\$42,000.00	\$39,900.00	\$0.00	\$0.00	\$39,900.00	95%	\$2,100.00	\$3,990.00
64	Concrete Pads	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	100%	\$0.00	\$650.00
	SUB-TOTALS	\$2,758,000.00	\$2,402,795.00	\$174,425.00	\$0.00	\$2,577,220.00	93%	\$180,780.00	\$257,722.00

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016 Martinsburg Public Works Expansion APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
65	Lighting	\$85,000.00	\$80,750.00	\$0.00	\$0.00	\$80,750.00	95%	\$4,250.00	\$8,075.00
66	Access Control	\$39,000.00	\$17,550.00	\$17,500.00	\$0.00	\$35,050.00	90%	\$3,950.00	\$3,505.00
67	Video Surveillance System	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$38,000.00	100%	\$0.00	\$3,800.00
68	MOBILIZATION/DEMOBILIZATION	\$27,500.00	\$26,125.00	\$1,375.00	\$0.00	\$27,500.00	100%	\$0.00	\$2,750.00
69	TEMPORARY TRAFFIC & SITE ACCESS CONTROLS	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	\$450.00
70	UNCLASSIFIED CUT BANK EXCAVATION/EMBANKMENT	\$41,250.00	\$42,300.00	\$0.00	\$0.00	\$42,300.00	103%	(\$1,050.00)	\$4,230.00
71	TOPSOIL STRIPPING/STOCKPILING	\$18,600.00	\$6,528.00	\$0.00	\$0.00	\$6,528.00	35%	\$12,072.00	\$652.80
72	EROSION & SEDIMENT CONTROLS	\$32,000.00	\$22,400.00	\$9,600.00	\$0.00	\$32,000.00	100%	\$0.00	\$3,200.00
73	CLEARING AND GRUBBING	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100%	\$0.00	\$1,250.00
74	DEMOLITION OF EXISTING FENCE	\$5,440.00	\$4,810.00	\$0.00	\$0.00	\$4,810.00	88%	\$630.00	\$481.00
75	DEMOLITION OF EXISTING BUILDING	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100%	\$0.00	\$600.00
76	REMOVAL OF EXISTING GRAVEL	\$3,302.00	\$3,302.00	\$0.00	\$0.00	\$3,302.00	100%	\$0.00	\$330.20
77	OVER-EXCAVATION OF UNSATISFACTORY SUBGRADE	\$56,661.00	\$59,578.89	\$0.00	\$0.00	\$59,578.89	105%	(\$2,917.89)	\$5,957.89
78	FULL DEPTH ASPHALT REMOVAL	\$1,360.00	\$1,360.00	\$0.00	\$0.00	\$1,360.00	100%	\$0.00	\$136.00
79	VARIABLE DEPTH ASPHALT MILLING (2-INCH MAX DEPTH)	\$9,090.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,090.00	\$0.00
80	MARSHALL HMA WEARING COURSE, SG, TYPE I, 2-INCH	\$34,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$34,500.00	\$0.00
	SUB-TOTALS	\$3,172,703.00	\$2,728,498.89	\$202,900.00	\$0.00	\$2,931,398.89	92%	\$241,304.11	\$293,139.89

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016 Martinsburg Public Works Expansion APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:

A	B	C	D	E	F	G		H	I
			COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
81	MARSHALL HMA BASE COURSE, SG, TYPE I, 4-INCH	\$55,200.00	\$66,664.80	\$0.00	\$0.00	\$66,664.80	121%	(\$11,464.80)	\$6,666.48
82	AGGREGATE BASE COURSE	\$53,500.00	\$53,500.00	\$0.00	\$0.00	\$53,500.00	100%	\$0.00	\$5,350.00
83	SEPARATION FABRIC	\$5,550.00	\$5,238.00	\$0.00	\$0.00	\$5,238.00	94%	\$312.00	\$523.80
84	SIGNING AND PAVEMENT MARKING	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
85	CONCRETE WHEEL STOP	\$3,040.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,040.00	\$0.00
86	CONCRETE CURB	\$6,720.00	\$6,720.00	\$0.00	\$0.00	\$6,720.00	100%	\$0.00	\$672.00
87	CONCRETE SIDEWALK	\$23,400.00	\$22,275.00	\$0.00	\$0.00	\$22,275.00	95%	\$1,125.00	\$2,227.50
88	SIDEWALK RAMPS	\$630.00	\$630.00	\$0.00	\$0.00	\$630.00	100%	\$0.00	\$63.00
89	STEEL BOLLARDS W/ CONCRETE BASE	\$7,700.00	\$4,620.00	\$0.00	\$0.00	\$4,620.00	60%	\$3,080.00	\$462.00
90	ALUMINUM FLAGPOLE W/ CONCRETE BASE	\$6,840.00	\$0.00	\$6,840.00	\$0.00	\$6,840.00	100%	\$0.00	\$684.00
91	LANDSCAPING	\$10,100.00	\$5,050.00	\$5,050.00	\$0.00	\$10,100.00	100%	\$0.00	\$1,010.00
92	BLACK ALUMINUM PICKET FENCE	\$224,680.00	\$224,680.00	\$0.00	\$0.00	\$224,680.00	100%	\$0.00	\$22,468.00
93	BLACK ALUMINUM PICKET FENCE VEHICULAR MANUAL	\$46,200.00	\$46,200.00	\$0.00	\$0.00	\$46,200.00	100%	\$0.00	\$4,620.00
94	CANTILEVER BLACK ALUMINUM PICKET SLIDE GATE W/ ACCESS	\$82,400.00	\$82,400.00	\$0.00	\$0.00	\$82,400.00	100%	\$0.00	\$8,240.00
95	ELECTRICAL/COMMUNICATION CONDUIT BANK	\$52,000.00	\$46,800.00	\$0.00	\$0.00	\$46,800.00	90%	\$5,200.00	\$4,680.00
96	ELECTRICAL/COMMUNICATION PULL BOX	\$14,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,500.00	\$0.00
	SUB-TOTALS	\$3,767,663.00	\$3,293,276.69	\$214,790.00	\$0.00	\$3,508,066.69	93%	\$259,596.31	\$350,806.67

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016
 Martinsburg Public Works Expansion

APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
97	GAS SERVICE LINE	\$18,150.00	\$18,150.00	\$0.00	\$0.00	\$18,150.00	100%	\$0.00	\$1,815.00
98	2" PVC WATER LINE	\$12,100.00	\$12,100.00	\$0.00	\$0.00	\$12,100.00	100%	\$0.00	\$1,210.00
99	6" DUCTILE IRON WATER LINE	\$82,950.00	\$77,025.00	\$0.00	\$0.00	\$77,025.00	93%	\$5,925.00	\$7,702.50
100	6" GATE VALVE	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$900.00
101	FIRE HYDRANT ASSEMBLY	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100%	\$0.00	\$1,100.00
102	6" TIE-IN TO EXISTING 6" WATER LINE	\$2,100.00	\$1,050.00	\$0.00	\$0.00	\$1,050.00	50%	\$1,050.00	\$105.00
103	6" PVC SANITARY SEWER LINE	\$37,500.00	\$36,150.00	\$0.00	\$0.00	\$36,150.00	96%	\$1,350.00	\$3,615.00
104	SANITARY SEWER CLEANOUT	\$417.00	\$417.00	\$0.00	\$0.00	\$417.00	100%	\$0.00	\$41.70
105	48" SANITARY SEWER MANHOLE	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100%	\$0.00	\$900.00
106	TYPE G STORM INLET	\$18,600.00	\$18,600.00	\$0.00	\$0.00	\$18,600.00	100%	\$0.00	\$1,860.00
107	15" HDPE STORM DRAINAGE PIPING	\$30,800.00	\$30,800.00	\$0.00	\$0.00	\$30,800.00	100%	\$0.00	\$3,080.00
108	6" DRAIN STORM DRAINAGE PIPING	\$8,280.00	\$8,280.00	\$0.00	\$0.00	\$8,280.00	100%	\$0.00	\$828.00
109	48" STORM DRAINAGE MANHOLE	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	\$350.00
110	RIPRAP APRON	\$2,375.00	\$13,067.40	\$0.00	\$0.00	\$13,067.40	550%	(\$10,692.40)	\$1,306.74
111	CALLAS								
112	CO1 -007 Contract Time & GC's (Shut Down) COR#003	\$16,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	100%	\$0.00	\$1,650.00
	SUB-TOTALS	\$4,029,935.00	\$3,557,916.09	\$214,790.00	\$0.00	\$3,772,706.09	94%	\$257,228.91	\$377,270.61

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016 Martinsburg Public Works Expansion APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
113	CO1 -650 Project Manager COR#001A	\$166.65	\$166.65	\$0.00	\$0.00	\$166.65	100%	\$0.00	\$16.67
114	CO1 -650 Superintendent COR#001A	\$134.25	\$134.25	\$0.00	\$0.00	\$134.25	100%	\$0.00	\$13.43
115	CO1 -650 Skilled Laborer/Carpenter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
116	DH MARTIN								
117	CO1 -650 Supervisor COR#001B	\$180.75	\$180.75	\$0.00	\$0.00	\$180.75	100%	\$0.00	\$18.08
118	CO1 -650 Operators & Laborers COR#001B	\$1,160.00	\$1,160.00	\$0.00	\$0.00	\$1,160.00	100%	\$0.00	\$116.00
119	CO1 -650 Pipe Crew Standby Rate COR#001B	\$2,772.90	\$2,772.90	\$0.00	\$0.00	\$2,772.90	100%	\$0.00	\$277.29
120	CO1 -650 Grading Crew Standby Rate	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
121	CO1 -002 Contaminated Soils T&M COR#002	\$2,265.00	\$2,265.00	\$0.00	\$0.00	\$2,265.00	100%	\$0.00	\$226.50
122	CO1 -008 RE-Grub Site to Remove Vegetation COR#004	\$3,531.00	\$3,531.00	\$0.00	\$0.00	\$3,531.00	100%	\$0.00	\$353.10
123	CO1 -662 Replenish 18" Silt Sock (350'LF, 7 Sections@\$1,661.40 per	\$11,629.80	\$11,629.80	\$0.00	\$0.00	\$11,629.80	100%	\$0.00	\$1,162.98
124	CO1 -660 Furnish & Import Topsoil	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
125	CO1 -663 Load Excess Material & Haul Off Site (624CY@\$33.30/CY)	\$20,779.20	\$20,779.20	\$0.00	\$0.00	\$20,779.20	100%	\$0.00	\$2,077.92
126	CO1 -604 Unclassified Cut Bank Excavation/Embankment Over-Run	\$3,780.00	\$3,780.00	\$0.00	\$0.00	\$3,780.00	100%	\$0.00	\$378.00
127	CO1 -665 Place & Compact Borrow Fill (188.65CY@\$7.40/CY)	\$1,396.01	\$1,396.01	\$0.00	\$0.00	\$1,396.01	100%	\$0.00	\$139.60
128	CO1 -667 Over Excavation of Unsatisfactory Subgrade	\$20,853.47	\$20,853.47	\$0.00	\$0.00	\$20,853.47	100%	\$0.00	\$2,085.35
	SUB-TOTALS	\$4,098,584.03	\$3,626,565.12	\$214,790.00	\$0.00	\$3,841,355.12	94%	\$257,228.91	\$384,135.53

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016 Martinsburg Public Works Expansion APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
129	CO1 -668 2" PVC Water Line Over-Run (6LF@\$55/LF) COR#	\$330.00	\$330.00	\$0.00	\$0.00	\$330.00	100%	\$0.00	\$33.00
130	CO1 -640 HDPE 15" Storm Drain Piping Over-Run (2LF@\$55/LF)	\$110.00	\$110.00	\$0.00	\$0.00	\$110.00	100%	\$0.00	\$11.00
131	CO1 -641 6" Drain Storm Piping Over-Run (32LF@\$36/LF) COR#	\$1,152.00	\$1,152.00	\$0.00	\$0.00	\$1,152.00	100%	\$0.00	\$115.20
132	CO2 -301 COR18 Unclassified Cut Bank Exc/Embankment	\$9,705.00	\$9,705.00	\$0.00	\$0.00	\$9,705.00	100%	\$0.00	\$970.50
133	CO2 -303 COR20 Erosion & sediment Controls	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$32,000.00	\$0.00
134	CO2 -304 COR21 Full Depth Asphalt Removal (1150 SY@	\$4,600.00	\$8,922.08	\$0.00	\$0.00	\$8,922.08	194%	(\$4,322.08)	\$892.21
135	CO2 -305 COR22 Variable depth Asphalt Milling 2" Max Depth	(\$6,840.00)	\$0.00	\$0.00	\$0.00	\$0.00	0%	(\$6,840.00)	\$0.00
136	CO2 -306 COR23 Variable Depth Asphalt Milling PW Parking 4000SY	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$36,000.00	\$0.00
137	CO2 -307 COR24 Marshall Asphalt Wearing Course SG Type	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$12,000.00	\$0.00
138	CO2 -308 COR 025 Marshall Asphalt Wearing Course SG Type	\$70,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$70,500.00	\$0.00
139	CO2 -309 COR26 Heavy Duty Concrete Pavement, 4000PSI 8	\$11,900.00	\$10,200.00	\$0.00	\$0.00	\$10,200.00	86%	\$1,700.00	\$1,020.00
140	CO2 -310 COR27 Marshall Asphalt Base Course SG Typ1 1 4 inch	\$18,600.00	\$18,600.00	\$0.00	\$0.00	\$18,600.00	100%	\$0.00	\$1,860.00
141	CO2 -311 COR28 Aggregate Base Course 5TN @ \$50/TN	\$250.00	\$4,899.50	\$0.00	\$0.00	\$4,899.50	1960%	(\$4,649.50)	\$489.95
142	CO2 -312 COR29 Separation Fabric, -75SY @ \$2/SY	(\$150.00)	(\$150.00)	\$0.00	\$0.00	(\$150.00)	100%	\$0.00	(\$15.00)
143	CO2 -313 COR30 Signing /Pavement Marking	\$4,136.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$4,136.00	\$0.00
144	CO2 -314 COR31 Steel Bollards 2/Concrete Base 4 @ \$770/EA	\$3,080.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,080.00	\$0.00
	SUB-TOTALS	\$4,295,957.03	\$3,680,333.70	\$214,790.00	\$0.00	\$3,895,123.70	91%	\$400,833.33	\$389,512.39

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016 Martinsburg Public Works Expansion APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D	E	F	G		H	I
			COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
145	CO2 -626 COR32 Credit Black Aluminum Picket Fence	(\$224,680.00)	(\$224,680.00)	\$0.00	\$0.00	(\$224,680.00)	100%	\$0.00	(\$22,468.00)
146	CO2 -626 COR33 Credit Black Alum. Picket Fence Vehicular	(\$46,200.00)	(\$46,200.00)	\$0.00	\$0.00	(\$46,200.00)	100%	\$0.00	(\$4,620.00)
147	CO2 -315 COR34 2500LF Black Chain Link Fence	\$145,625.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$145,625.00	\$0.00
148	CO2 -316 COR35 Black Chain Link Manual Gates 3 @ \$3,130 EA	\$9,390.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,390.00	\$0.00
149	CO2 -627 COR36 Credit Cantileverl Black Alum. Picket Slide	(\$82,400.00)	(\$82,400.00)	\$0.00	\$0.00	(\$82,400.00)	100%	\$0.00	(\$8,240.00)
150	CO2 -317 COR37 Cantilever Black Chain Link Slide Gate w/Access	\$61,776.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$61,776.00	\$0.00
151	CO2 -318 COR38 Elec/Comm Ductbank	\$14,482.25	\$14,482.25	\$0.00	\$0.00	\$14,482.25	100%	\$0.00	\$1,448.23
152	CO2 -319 COR39 Fire Hydrant Assembly	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100%	\$0.00	\$1,100.00
153	CO2 -320 COR40 Tie Into Existing Waterline	\$2,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,100.00	\$0.00
154	CO2 -321 COR41 Reconnect Domestic Waterline	\$2,322.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,322.00	\$0.00
155	CO3 -401 COR42 Temp Taffic/Site Access Control - Boston St	\$4,500.00	\$3,375.00	\$0.00	\$0.00	\$3,375.00	75%	\$1,125.00	\$337.50
156	CO3 -402 COR43 Unclassified Cut Bank - Boston St. 70 CY @	\$1,050.00	\$4,582.35	\$0.00	\$0.00	\$4,582.35	436%	(\$3,532.35)	\$458.24
157	CO3 -403 COR44 Topsoil Stripping/Stockpiling Boston St 100	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,200.00	\$0.00
158	CO3 -404 COR45 Erosion & Sediment Controls .25LS @	\$8,000.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	15%	\$6,800.00	\$120.00
159	CO3 -405 COR46 Variable Depth Asphalt Milling 2" Max -Boston St	\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,800.00	\$0.00
160	CO3 -406 COR 47 Marshall Asphalt Wearing Course SG Type	\$15,000.00	\$12,385.50	\$0.00	\$0.00	\$12,385.50	83%	\$2,614.50	\$1,238.55
	SUB-TOTALS	\$4,229,922.28	\$3,374,078.80	\$214,790.00	\$0.00	\$3,588,868.80	85%	\$641,053.48	\$358,886.91

Payment Application containing Contractor's signature is attached.

PROJECT: 23-016 Martinsburg Public Works Expansion APPLICATION #: 19-Rev
 DATE OF APPLICATION: 11/25/2024
 PERIOD THRU: 11/30/2024
 PROJECT #:s:

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D E COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
161	CO3 -407 COR48 Marshall Asphalt Wearing Course SG Type 1, 2	\$20,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,250.00	\$0.00
162	CO3 -408 COR49 Marshall Asphalt Wearing Course SG Type 1, 2	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,000.00	\$0.00
163	CO3 -409 COR50 Marshall Asphalt Wearing Course SG Type	\$13,800.00	\$24,241.20	\$0.00	\$0.00	\$24,241.20	176%	(\$10,441.20)	\$2,424.12
164	CO3 -410 COR51 Aggregate Base Course - Boston St Ext 200TN @	\$10,000.00	\$35,462.50	\$0.00	\$0.00	\$35,462.50	355%	(\$25,462.50)	\$3,546.25
165	CO3 -411 COR52 Separation Fabric Boston Street Ext 500 SY @	\$1,000.00	\$3,494.00	\$0.00	\$0.00	\$3,494.00	349%	(\$2,494.00)	\$349.40
166	CO3 -412 COR53 Concrete Curb 0 Boston St 305LF @ \$35/LF	\$10,675.00	\$12,320.00	\$0.00	\$0.00	\$12,320.00	115%	(\$1,645.00)	\$1,232.00
167	CO3 -413 COR54 Concrete Sidewalk Boston St 175SY @	\$13,125.00	\$11,208.75	\$0.00	\$0.00	\$11,208.75	85%	\$1,916.25	\$1,120.88
168	CO3 -414 COR55 Sidewalk Ramp 2 @ \$630EA	\$1,260.00	\$1,260.00	\$0.00	\$0.00	\$1,260.00	100%	\$0.00	\$126.00
169	CO3 -415 COR56: 6" Concrete Driveway Apron - Boston St.	\$3,192.00	\$3,192.00	\$0.00	\$0.00	\$3,192.00	100%	\$0.00	\$319.20
170	CO# -417 COR57 Saw-cut Pavement Boston St 315EA @	\$1,968.75	\$1,512.50	\$0.00	\$0.00	\$1,512.50	77%	\$456.25	\$151.25
171	CO4 -017 COR17 Access Control & Video Surveillance/Fire Alarm	(\$54,454.36)	(\$54,454.36)	\$0.00	\$0.00	(\$54,454.36)	100%	\$0.00	(\$5,445.44)
	TOTALS	\$4,259,738.67	\$3,412,315.39	\$214,790.00	\$0.00	\$3,627,105.39	85%	\$632,633.28	\$362,710.54

CALLAS CONTRACTORS, LLC

PARTIAL WAIVER OF LIEN

To Whom It May Concern:

Whereas Callas Contractors, LLC. has been engaged by the City of Martinsburg to furnish labor, materials, and equipment for the Martinsburg Public Works Expansion at 800 Boston Street, Martinsburg, WV.

We hereby certify that upon receipt of \$193,311.00 whereas the cancelled check acknowledges receipt of same, that we will promptly pay all labor, materialmen, and equipment suppliers. Whereby the undersigned does waive and release any and all liens or claim or right of lien on the above-described project.

Therefore, the undersigned agrees to indemnify and hold harmless the Owner from any claim whatsoever arising out of or because of his work on this project.

STATE OF: Maryland

Callas Contractors, LLC
CONTRACTOR

COUNTY OF: Washington

Given Under my Hand and Seal This

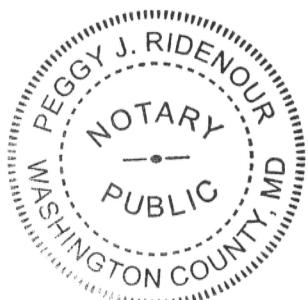
4th day of December 2024

Lisa J Beach
SIGNATURE 12/04/2024
DATE

Peggy J. Ridenour
NOTARY

Comptroller
TITLE

My Commission Expires: December 12, 2025



**Community Housing Development Organization
(CHDO) AGREEMENT
BY AND BETWEEN**

The City of Martinsburg, West Virginia
on behalf of the Eastern Panhandle HOME
Consortium of West Virginia

And

Habitat for Humanity of the Eastern Panhandle, Inc.

In Support of

New Housing Development in

The Eastern Panhandle HOME Consortium Area

**EASTERN PANHANDLE HOME CONSORTIUM of WEST VIRGINIA
HOME INVESTMENT PARTNERSHIP PROGRAM**

Community Housing Development Organization Agreement

BY AND BETWEEN

**The City of Martinsburg, West Virginia
on behalf of the Eastern Panhandle HOME Consortium of West Virginia
AND**

HABITAT FOR HUMANITY OF THE EASTERN PANHANDLE, INC.

THIS AGREEMENT is entered this _____ day of _____ by and between the **City of Martinsburg**, West Virginia on behalf of the Eastern Panhandle HOME Consortium of West Virginia (hereinafter referred to as the "City") and **Habitat for Humanity of the Eastern Panhandle, Inc.** (hereinafter referred to as "Habitat").

WHEREAS, the Eastern Panhandle HOME Consortium (consisting of the City of Martinsburg, and the Counties of Berkeley, Jefferson, and Morgan) and (hereinafter referred to as the Consortium) has applied for and received HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development under Title II of the National Affordable Housing Act of 1990, Public Law 101-625; and

WHEREAS, the City serves as the lead agency for the Consortium; and

WHEREAS, the City and Habitat must enter into an Agreement that will permit the transfer of Federal and local grant funds to Habitat; and

WHEREAS, Habitat proposes to construct affordable housing in the Consortium Area; and

WHEREAS, the City and Habitat have agreed to be parties to this Agreement.

WHEREAS, No HOME Funds will be advanced or work incurred until the City has completed the Environmental Review process in accordance with 24 CFR Part 58.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Activity

Habitat will be acting as a Community Housing Development Organization (CHDO) and will be responsible for the construction of a single-family house that will be sold to an income eligible homebuyer.

This activity will be carried out in accordance with 24 CFR Part 92, the HOME Investment Partnerships Program Final Rule, as amended.

B. Project Description

The project involves the development and construction costs associated with the construction of one (1) single family house at 320 E. Burke Street, Martinsburg, West Virginia, for sale to a low-income homebuyer at an affordable price based on total household income. See attached EXHIBIT "A", project description.

C. Performance Standards

The services provided under this agreement involve the expenditure of \$66,921 in FY 2019 HOME CHDO Set-Aside funds and \$74,879 in FY 2020 HOME CHDO Set-Aside funds. The maximum amount of development subsidy for the house shall not exceed \$141,800. The Recipient shall provide all the additional funds necessary to complete the affordable house at 320 E. Burke Street, Martinsburg, WV 25401.

D. Performance Monitoring

The City will monitor the performance of Habitat against goals and performance standards required herein. Habitat will submit reports showing the progress made in reaching the agreed upon performance goals. Substandard performance by Habitat and/or any contracted sub-recipient of these funds, as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Habitat within a reasonable period of time after being notified by the City, the contract may be suspended or terminated. The monitoring format and other specific conditions are described in the City of Martinsburg's Monitoring Policy (see attachment).

E. Staffing

Habitat shall maintain a staff or hire outside professional services that is adequate in size and has the professional qualifications to carry out the activities described herein. Staffing should have adequate capacity to complete the single-family affordable housing.

II. TIME OF PERFORMANCE

These HOME funds will be committed when the underwriting and subsidy layering review is completed; all the sources and uses of funding has been identified and committed; the budget is finalized, and the timetable/schedule is realistic. The working budget must include preconstruction/development costs; construction costs; any development fees; and a draw schedule. Once

everything has been confirmed and agreed upon by both parties then the funds will be submitted in the HUD Reporting System (IDIS). The city will receive status reports and supporting documentation with all requested draw requests. The project will be completed after the use and occupancy has been completed. There is a six-month period that the homeownership has to be completed and the homeowner moved in the property at 320 E. Burke Street, Martinsburg, WV.

III. FUNDING AMOUNT

It is expressly agreed and understood that the total amount and source of funding to be reserved for Habitat for Humanity of the Eastern Panhandle under this Agreement shall not exceed \$141,800.

Future disbursement of funds will be contingent upon certification of Habitat's financial management system in accordance with the standards specified in 24 CFR Part 85.

IV. RESALE PROVISIONS, AFFORDABILITY PERIOD, and PRINCIPAL RESIDENCE REQUIREMENTS

The unit sold to beneficiaries must remain affordable by recording a deferred mortgage to the amount of assistance and must remain so for a period of up to 15 years. For this period, the beneficiary is required to main the house as their primary resident. The CHDO is required to monitor this yearly. In the event the beneficiary sells the home within the affordability period, the client must pay back a pro-rated share of the loan.

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

City of Martinsburg, WV

Cory Roman,
CDBG & HOME Administrator
City of Martinsburg
232 North Queen Street
Martinsburg, WV 25401
(304) 264-2131 Ext. 278

Habitat for Humanity of the Eastern Panhandle, Inc.

Robin F. Kees, Executive Director
Habitat for Humanity of the
Eastern Panhandle
630 West Race Street
Martinsburg, WV 25401
(304) 263-3154

VI. HOUSING QUALITY STANDARDS

All housing assisted with HOME funds must meet all applicable local codes, rehabilitation standards, building ordinances and zoning ordinances at the time of project completion.

VII. SPECIAL CONDITIONS

Habitat agrees to comply with all requirements of Title 24 Code of Federal Regulations, Part 92, the HOME Investment Partnerships Program and all Federal regulations and policies issued pursuant to these regulations.

VIII. GENERAL CONDITIONS

A. General Compliance

Habitat agrees to comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement. It is expressly agreed and understood by all parties to this Agreement that Habitat will be responsible for all compliance and record keeping of the project and shall comply with all requirements of these general conditions, Articles VIII, IX and X of this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship or employer/employee between the parties. The HABITAT shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

C. Hold Harmless

Habitat shall hold harmless, defend and indemnify the City/Consortium from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Habitat's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

Habitat shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. Insurance and Bonding

Habitat shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall have a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. Habitat shall comply with the bonding and insurance requirements of 2 CFR Part 200, Bonding and Insurance.

F. Grantor Recognition

Habitat shall ensure recognition of the role of the grantor agency, the U.S. Department of Housing and Urban Development, in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Habitat will include a reference to the support provided herein all publication made possible with funds made available under this Agreement.

G. Amendments

The City or Habitat may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Habitat from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Habitat.

Any amendments or changes to the Agreement must be approved by both the City and Habitat.

H. Suspension or Termination

Either party may terminate this Agreement at any by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A. may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Habitat under this Agreement shall, at the option of the City, become the property of the City.

The City may also suspend or terminate this Agreement, in whole or in part, if Habitat materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare Habitat ineligible for any further participation in City programs, in addition to other remedies as

provided by law. In the event there is probable cause to believe Habitat is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as Habitat is found to be in compliance with the City, or is otherwise adjudicated to be in compliance.

I. Reversion of Assets

Unless the extension to this Agreement is authorized by the City in writing, HOME funds held by Habitat as well as accounts receivable attributable to the use of HOME funds shall be promptly returned to the City.

J. Reimbursement of Disallowed Cost

Violations of Federal Laws and Regulations may result in HUD disallowance of certain costs as eligible HOME activities. Ineligible cost must be repaid to the City. Habitat agrees to reimburse the City for any costs disallowed by HUD that are attributable to errors of omission or commission on the part of Habitat.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Habitat agrees to comply with 2 CFR Part 200, Subpart E, "Cost Principles, Uniform Administration Requirement, and Audit Requirements for Federal Awards" and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Habitat shall administer its program in conformance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

B. Documentation and Record Keeping

1. Records to be Maintained

Habitat shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 (see attachment),

and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities.
- c. Records documenting compliance with the fair housing, equal opportunity and affirmative marketing components of the HOME program;
- d. Financial records as required by Part 92.508 and 24 CFR Part 200; and
- e. Other records necessary to document compliance with the HOME regulations at Subpart F of 24 CFR Part 92 and CFR Part 200.

2. Retention

Habitat shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all Consortium funded activities under this program year, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment in accordance with 24 CFR 92.353.

3. Client Data

Habitat shall maintain client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

Habitat understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Habitat's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving assistance.

5. Affordability

All housing assisted with HOME funds must meet the affordability requirements of 24 CFR 92.252 or 92.254 as applicable. If HOME assisted housing does not meet these requirements, the funds in question must be repaid to the CITY. These requirements are described in Section VI, Special Conditions.

6. Close-Outs

Habitat's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but not limited to making final payments.

7. Audits and Inspections

Habitat records with respect to any matters covered by this Agreement shall be made available to the City, their designees or the Federal Government, at any time during normal business hours, as often as the City or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Habitat within thirty (30) days after receipt by Habitat. Failure of Habitat to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Habitat hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning HUD audits. Audits must be conducted in accordance with 24 CFR Part 200. Schedule of Expenditures of Federal Awards or similar schedule must include a reconciliation of funds/grants received versus funds/grants expended by C.F.D.A. number for the fiscal year.

8. Progress Reports

Habitat shall submit regular monthly progress reports to the CITY in the form, content, and frequency as required by the CITY.

C. Reporting and Payment Procedures

1. Budgets

Habitat will submit a detailed operating budget with sources and uses of funds prescribed by the City for approval by the City. The City and Habitat may agree to revise the budget from time to time.

2. Program Income

All program income generated by HOME funded activities must be promptly returned to the City with an explanation of how the program income was generated.

3. Payment Procedures

The City will pay to Habitat, funds available under this Agreement based upon information submitted by Habitat and consistent with the approved budget and progress of such along with supporting invoice and documentation. and City policy concerning payments. Payments will be made for eligible expenses actually incurred by Habitat, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of Habitat.

X. PROCUREMENT

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. 2 CFR Part 200

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

3. Travel

The Subrecipient is not eligible to for any travel outside the Eastern Panhandle area with funds provided under this Agreement unless necessary and receiving prior approval.

XI. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Habitat agrees to comply with the following:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b);

- B. The requirements of 24 CFR 570.606 (c) governing the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act;
- C. The requirements in 24 CFR 570.606 (d) governing relocation policies.

XII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Habitat agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Habitat will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Habitat will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practice include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Habitat agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.C. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or transfer of land acquired, cleared or improved with assistance provided under this contract, Habitat shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United

States are beneficiaries of and entitled to enforce such covenants. Habitat, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Habitat agrees to comply with any Federal regulations issued Pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any Federally assisted program. The City shall provide Habitat with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Habitat agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.

2. WBE/MBE

Habitat will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in accordance with the City of Martinsburg's Minority and Women's Business Enterprises Policy (see attachment).

3. Affirmative Marketing

Habitat will carry out its responsibilities in accordance with the affirmative marketing requirements of 24 CFR 92.351 and the City of Martinsburg's Affirmative Marketing Policy (see attachment).

4. Access to Records

Habitat shall furnish and cause each of its sub-recipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purpose of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

5. EEO/AA Statement

Habitat will, in all solicitations or advertisements for employees placed by or on behalf of Habitat; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

Habitat will include the provisions of Paragraph IX. A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each Subrecipient or vendor.

C. Employment Restrictions

1. Prohibited Activity

Habitat is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

3. Labor Standards

Federal wage rates shall not be applied to the single-family housing construction program.

D. Conduct

1. Assignability

Habitat shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

2. Hatch Act

Habitat agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged

in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Conflict of Interest

Habitat agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Habitat further covenants that in the performance of this Agreement no person having such financial interest shall be employed or retained by Habitat hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Habitat, or of any designated public agencies or subrecipient which are receiving funds under the HOME program.

4. Subcontracts

a. Monitoring

Habitat will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

Habitat shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

Habitat shall undertake to ensure that all subcontracts of this Agreement shall be awarded on a fair open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

5. Copyright

If this Agreement results in any copyrightable material, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize other to use, work for government purpose.

6. Religious Organization

Habitat agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified at 24 CFR 92.257.

XIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

Habitat agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution control Act, as amended, 33 U.S.C. 1251, et seq. as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and section 308, and all regulations and guidelines issued there under.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures 924 CFR, Part 58).

B. Flood Disaster Protection

Habitat agrees to comply with the regulations of the Flood Disaster Protection Act of 1973 (P.L. – 2234) in regard to rehabilitation of housing under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

Habitat agrees that any rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and current updates. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based when dealing with lead-based paint poisoning.

The most current Lead-Based Paint Poisoning Prevention Regulations implementing Title X of the Housing and Community Development

Act of 1992 apply to this activity. All the pertinent Sub-Parts to that regulation will be required for compliance.

D. Historic Preservation

Habitat agrees to comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

XIV. OTHER REQUIREMENTS

A. Suspension and/or Debarment of Contractors

In accordance with 45 CFR 76.510 (b), the City requires from Habitat the following certification:

1. Habitat certifies that it is not currently under suspension or debarment by the federal government, and if Habitat cannot so certify, then it agrees to submit along with the Agreement/contract/bid/proposal a written explanation of why such certification cannot be made.
2. If Habitat enters into subcontracts or employs under this Agreement any subcontractors/individuals who are currently suspended or disbarred by the federal government or who become suspended or debarred by the Federal government during the term of this Agreement or any extension or renewals thereof, the City shall have the right to require Habitat to terminate such subcontracts or employment.
3. Habitat agrees to reimburse the City and/or the federal Government for the reasonable costs of investigation incurred by the Office of City Controller or Office of Inspector General for investigation of Habitat's compliance with terms of his or any other Agreement between Habitat and the City which results in the suspension or debarment of Habitat, Subcontractors, or individuals. Such costs shall include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses and expert witness and documentary fees.

Habitat shall not be responsible for investigative costs that do not result in Habitat's, its subcontractor's, or individual's suspension or debarment.

B. Americans With Disabilities Act (42 USC 12131 – 12134)

1. Pursuant to Federal regulations promulgated under the Americans with Disabilities Act, 28 CFR Section 35.101 et seq., Habitat understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, Habitat agrees to comply with the General Prohibitions Against Discrimination, "28 CFR Section 35.130, and all other regulations promulgated under title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the City through Agreements with outside contractors.
2. Habitat shall be responsible for and agrees to indemnify and hold harmless the City from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the City as a result of Habitat's failure to comply with the provisions of the above paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Attest:

CITY OF MARTINSBURG, WV

Gena L. Reese, Recorder

Kevin Knowles, Mayor

Attest:

**HABITAT FOR HUMANITY OF THE
EASTERN PANHANDLE, INC.**

Robin F. Kees, Executive Director

Date: _____

EXHIBIT “A”

PROJECT DESCRIPTION AND BUDGET

PROJECT:	Construction of an affordable single-family house for sale to low-income homebuyer at 320 E. Burke Street, Martinsburg, WV 25401.
DESCRIPTION:	Construction of one (1) single family house built at 320 E. Burke Street, Martinsburg, WV for sale to an income eligible homebuyer. The HOME funds will be used to reduce the cost of the development of the individual house so each house can be sold at an affordable price to an income eligible family. Funds may be used for pre-development costs, site acquisition and development, material costs, and other construction costs associated with the development of the house. All costs must be approved by the City. A HUD Release of Funds must be issued prior to any costs being incurred.
	The maximum amount of HOME funds that will be provided to the house may not exceed \$141,800.
	The one (1) house must be constructed in areas that are part of the Eastern Panhandle HOME Consortium which consists of the following: the City of Martinsburg, the Town of Hedgesville, the unincorporated areas of Berkeley County, the Town of Bolivar, the City of Charles Town, the Corporation of Harpers Ferry, the City of Ranson, the Corporation of Shepherdstown, the unincorporated areas of Jefferson County, the Town of Bath, the Town of Paw Paw, and the unincorporated areas of Morgan County.
DEVELOPER:	Habitat for Humanity of the Eastern Panhandle.
BUDGET:	FY 2019 HOME CHDO funds = \$66,921 and FY 2020 HOME CHDO funds of 74,879 for a total of \$141,800. The total house cost is estimated to be \$201,000.

EXHIBIT “B”

City of Martinsburg Monitoring Policy

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the City of Martinsburg and its Sub-recipients in carrying out projects under the HOME Investment Partnership (HOME) Program. A Sub-recipient may be any appropriate organization that receives HOME funds from the City of Martinsburg under an Agreement and is assigned responsibility for project and/or contact information.

The administration of a HOME funded project represents a dual responsibility of both the City and its Sub-recipient. The City of Martinsburg acts as the grantee recipient of HOME funds, through a Consortium between the City of Martinsburg, Berkeley County, Jefferson County, and Morgan County, from HUD. As such, the City assumes overall responsibility for program management. As in most Federal funding programs, there are numerous conditions, regulations and rules that govern the HOME Program. These are legally imposed upon the City through a grant issued by HUD.

Once projects are identified, the City may allocate HOME funds to the Sub-recipient, the City advises its sub-recipients that requests for payment will only be honored when file documentation has been received by the City of Martinsburg's Department of Community Development, that supports the expenditure of HOME funds. In this manner, the sub-recipient is compelled to provide supportive documentation before a disbursement of HOME funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every HOME funded action being carried out by a Sub-recipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Sub-recipient Agreement.

The Sub-recipient Agreement authorizes the sub-recipient to contract for eligible HOME funded improvements. The role of the City is to provide on-going direction, advice and assistance to the Sub-recipient in meeting and/or carrying out the requirements of the Agreement. Since the City is ultimately liable for the expenditure of HOME funds and the timeliness of project implementation, it is the City's intent to perform certain program management functions to ensure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Sub-recipient Agreement.

SUB-RECIPIENT MONITORING

Monitoring will be conducted as follows:

Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature. Periodically, as the situation requires,

correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.

On a monthly basis or upon request for reimbursement, Sub-recipients shall submit the following information:

- a. updated operating budget;
- b. time records for consultant and sweat equity hours of homeowner;
- c. invoices with supporting documentation for expenditures;
- d. contractor payroll for Davis-Bacon verification (if applicable).

The City shall review these items for adequacy relative to financial control and measuring accomplishment of assignment. At least one (1) time each year, a formal monitoring evaluation will be conducted.

Upon completion of the annual monitoring evaluation, the City will make a determination as the overall capacity of the Sub-recipient. The determination will be based on the following criteria:

- a. Progress toward achievement of timeline/milestones;
- b. Compliance with program requirements, expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives;
- c. Staffing adequacy and quality of performance;
- d. adjustments necessary (if any) to the assignment adequacy of record keeping for grantor monitoring and audit purposes.

The City shall determine if more frequent formal monitoring is required.

EXHIBIT “C”

FEDERAL REGULATIONS RELATIVE TO RECORDKEEPING OF THE HOME PROGRAM (24 CFR 92.508)

RECORDKEEPING

Directive Number 92.508

General. Each participating jurisdiction and/or Sub-recipient must establish and maintain sufficient records to enable HUD to determine whether the participating jurisdiction and/or Sub-recipient have met the requirements of this part. At a minimum the following records are required:

Records concerning designation as a participating jurisdiction.

For a consortium, the consortium agreement among the participating member units of general local government as required by Sec 92.101.

Program records.

(A) Records of the efforts to maximize participation by the private sector as required by Sec 92.200.

(B) The forms of HOME assistance used in the program, including any forms of investment described in the Consolidated Plan under 24 CFR Part 92 which are not identified in Section 92.205(b).

(C) The subsidy layering guidelines adopted in accordance with Sec. 92.250, which support the participation jurisdiction's Consolidated Plan certification.

(D) If HOME funds are used for homeownership housing, the procedures used for establishing 95 percent of the median purchase price for the area in accordance with Sec. 92.254(a)(2), in the Consolidated Plan.

(E) If HOME funds are used for acquisition of housing for homeownership, the resale or recapture guidelines established in accordance with Sec. 92.254(a) (5), in the Consolidated Plan.

(F) Records demonstrating compliance with the matching requirements of Sec. 92.218 through Sec. 92.222 including a running log and project records documenting the type and amount of match contributions by project.

(G) Records demonstrating compliance with the twenty-four (24) month commitment deadline of Sec. 92.500(d).

(H) Records demonstrating compliance with the fifteen percent CHDO set-aside requirement of Sec. 92.300(a).

(I) Records documenting compliance with the ten percent limitation on administrative and planning costs in accordance with Sec. 92.207.

Community Housing Development Organizations (CHDOs) Records

(A) Written agreements reserving HOME funds to CHDOs in accordance with Sec. 92.300(a).

(B) Records setting forth the efforts made to identify and encourage CHDOs, as required by Sec. 92.300(b).

(C) The name and qualifications of each CHDO and the amount of HOME CHDO set-aside funds reserved and committed.

(D) Records demonstrating that each CHDO complies with the written agreements required by Sec. 92.504.

(E) Records concerning the use of CHDO set-aside funds, including funds used to develop CHDO capacity pursuant to Sec. 92.300(b).

(F) Records concerning the use of funds for CHDO operating expenses and demonstrating compliance with the requirements of Sec. 92.208, Sec. 92.300(e) and Sec. 92.300(f).

(G) Records concerning the tenant participation plan required by Sec. 92.303.

Financial records.

(A) Records identifying the source and application of funds for each fiscal year, including the formula allocation, any reallocation (identified by federal fiscal year appropriation), and any State or local funds provided under Sec. 92.102(b).

(B) Records concerning the HOME Investment Trust Fund Treasury account and local accounts required to be established and maintained by Sec. 92.500, including deposits, disbursements, balances, supporting documentation and any other information required by the program disbursement and information system established by HUD.

(C) Records identifying the source and application of program income, repayments and recaptured funds.

(C) Records demonstrating adequate budget control, in accordance with 24 CFR 85.20, including evidence of periodic account reconciliations.

Program administration records.

(A) Records demonstrating compliance with the written agreements required by Sec. 92.504.

(B) Records demonstrating compliance with the applicable uniform administrative requirements required by Sec. 92.505.

(C) Records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns.

Records concerning other Federal Requirements:

(A) Equal Opportunity and Fair Housing records:

(i) Data on the extent to which racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds.

(ii) Documentation of actions undertaken to meet the requirements of 24 CFR Part 135 which implements Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) which includes Affirmative marketing and MBE/WBE records, procedures, and requirements of Sec. 92.351.

(B) Records demonstrating compliance with the environmental review requirements of Sec. 92.352 and 24 CFR Part 58, including flood insurance requirements.

(C) Records demonstrating compliance with the requirements of Sec. 92.353 regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date described in Sec. 92.353(c)(2)(i)(A), and occupying the property upon completion of the project.

(D) Records demonstrating compliance with the labor requirements of Sec. 92.354, including contract provisions and payroll records.

(E) Records demonstrating compliance with the lead-based paint requirements of Part 35 as amended.

(F) Records supporting exceptions to the conflict-of-interest prohibition pursuant to Sec 92.356.

Period of record retention. All records pertaining to each fiscal year of HOME funds must be retained for the most recent five (5) year period, except as provided below.

(A) For homeownership housing projects, records may be retained for five (5) years after the project completion date, except for documents imposing recapture/resale restrictions, which must be retained for five years after the affordability period terminates.

(B) Written agreements must be retained for five (5) years after the agreement terminates.

(C) Records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with Sec. 92.353.

(5) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

Access to records

(A) The participating jurisdiction must provide citizens, public agencies, and other interested parties with reasonable access to records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

(B) HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdictions, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts.

[61 FR 48750, September 16, 1996, as amended at 64 FR 50224, September 15, 1999]

EXHIBIT "D"

COMMUNITY DEVELOPMENT DEPARTMENT MINORITY AND WOMEN'S BUSINESS ENTERPRISES POLICY CITY OF MARTINSBURG, WEST VIRGINIA

AFFIRMATIVE ACTION PROGRAM FOR MINORITY& WOMENS BUSINESS ENTERPRISE

The Community Development Department of the City of Martinsburg, State of West Virginia, hereby establishes an Affirmative Action Policy for the implementation, promotion, and execution, of a Minority Business Program and Women's Business Program (MBE/WBE), in conformance with the objectives and provisions of Executive Order 11625 and as hereinafter prescribed.

POLICY: It shall be the policy of the City of Martinsburg to "effectively accomplish" the objectives, intent, and requirements of Executive Order 11625, by exercising all feasible means and efforts for achieving maximum successful results in carrying out the provisions of Executive Order 11625.

OBJECTIVES: To act affirmatively in seeking and establishing opportunities and assistance to MBE/WBE Enterprises, for their participation in providing services, materials, and supplies that are financed in whole or in part by the HUD CDBG and HOME grants.

DEFINITION OF MBE/WBE ENTERPRISE: " MBE/WBE Enterprise" is construed to mean a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to, black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, other minorities or women. Control of a business that is incorporated, means ownership of not less than 51% of the corporate shares by one or more of the minorities described hereunder.

BOUNDARIES: There are no boundaries to the area of coverage for the MBE/WBE Program. However, priority consideration shall be afforded to the immediate geographic area referred to as the Eastern Panhandle of West Virginia.

GOALS: The Community Development Department shall make an estimate of the amount of services, materials, and supplies, which will can be utilized available for Minority Business Enterprise especially at the beginning of any project funded with federal funds such as the CDBG and HOME program funds.

BIDDING PROCEDURE: All advertisement of public Notices involving invitations for Bids or Proposals shall contain a reference to Executive Order 11625 and the requirement for adherence to the provisions thereof. All public Notices involving Invitations for Bids or Proposals shall be advertised in a local newspaper of general circulation in conformance with applicable laws and ordinances. The Invitations for Bids or Proposals shall indicate that the successful Bidder or Contractor must utilize MBE/WBE Enterprise located within the geographic area, to the maximum feasible extent. Bidding procedures shall otherwise conform to applicable Federal and State laws and City of Martinsburg Ordinances.

CONTRACT PROVISIONS: Contracts awarded by the City of Martinsburg shall contain the "Provisions and Procedures" pertaining to Employment Opportunities for Business and Lower Income Persons in compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended. Such contracts shall specify that the same provisions and procedures must be inserted by the Contractor in all sub-contracts for compliance by all sub-contractors. Contracts awarded by the City of Martinsburg shall also contain conditions for compliance with the requirements and provisions of Executive Order 11625 pertaining to the MBE/WBE Program; including provisions specifying that all sub-contracts must contain the same conditions for compliance with the provisions of Executive Order 11625. Contractors and sub-contractors shall be required to provide periodic evidence of their good faith efforts for compliance with the requirements hereunder.

COMPLAINT AND REMEDIAL PROCEDURE: Complaints shall be channeled to the City's Community Development Department for prompt investigation and remediation. If necessary, the matter shall be referred by the City of Martinsburg to the Equal Opportunity Division in the Pittsburgh Area Office of the Department of Housing and Urban Development, for advice or assistance.

EVALUATION: The CDBG and HOME Administrator shall periodically evaluate the MBE/WBE Program to determine its progress, effectiveness, success or failures, and institute any improvements which is warranted by the evaluation.

REPORTING: The efforts and results of the City's Affirmative Action Program for MBE/WBE Enterprise shall be included in the City's Consolidated Annual Performance Evaluation Report (CAPER) annually.

EXHIBIT “E”

COMMUNITY DEVELOPMENT DEPARTMENT of the CITY OF MARTINSBURG AFFIRMATIVE MARKETING POLICY AFFIRMATIVE MARKETING FOR the HOME PROGRAM

The Community Development Department of City of Martinsburg has an Affirmative Marketing Agreement and Statement (see below) that is included in all HOME written agreements. Furthermore, the City requires a written tenant selection policy from owners of rental properties as part of the HOME agreement.

HOME PROGRAM AFFIRMATIVE MARKETING POLICY AND PROCEDURES STATEMENT

In accordance with the regulations of the HOME Program (CFR 92.351), the Community Development Department of the City of Martinsburg has adopted affirmative marketing procedures for housing containing five or more units that are assisted with HOME Program funds. In furthering the city's commitment to nondiscriminating and equal opportunity in housing, it has set up affirmative marketing procedures based on those established by the Community Development Department under the HUD Rental Rehabilitation Program (24 CFR Part 511).

1. The Community Development Department SHALL inform the public, owners, and prospective tenants about the Fair Housing Laws in the following ways:
 - Include Fair Housing documentation and the Affirmative Marketing Statement in the HOME Program Written Agreement for each project funded;
 - Place special notices and announcements about Fair Housing in The Journal and/or other local media sources;
 - Support local Fair Housing workshops
 - Provide potential tenants, through CHDO's and other owners with information on Fair Housing and the Affirmative Marketing Policy.
2. The Community Development Department will require owners in the HOME program to carry out the affirmative marketing procedures and requirements as follows:
 - Sign the Affirmative Marketing Agreement indicating the owner's willingness to comply with this Affirmative Marketing Policy and Procedures Statement and participate in the Community Development's Fair Housing efforts;

- Notify the City and appropriate agencies when there are vacant units available;
- Use additional methods of announcing rentals such as advertisements in local newspapers, notices to Neighborhood groups, and the use of the Equal Housing Opportunity logo and/or slogan;
- Adopt procedures to inform and solicit applications from individuals not likely to apply for housing without special outreach. These would include but not be limited to outreach to community organizations, fair housing groups and counseling agencies;
- Keep records describing efforts to affirmatively market vacant units as well as records assessing the results of these efforts.

3. The Community Development Department shall keep records describing the actions taken by the City and HOME participants to affirmatively market units and the assessments of the results of these efforts.
4. The Community Development Department will include the use of the Equal Housing Opportunity logo and/or slogan on all applications for homeownership as well as include the logo and/or slogan on all print ads.
5. The Community Development Department will perform an annual written assessment of the effectiveness of the Affirmative Marketing Procedures in the Annual Performance Report as required by HUD.

WHEREAS, it is mutually understood that the purpose of this Agreement is to establish and implement an AFFIRMATIVE ACTION PROGRAM AND COMPLIANCE PROVISIONS as provided hereunder, to ensure Equal Opportunity in employment practices and policies during execution of said contract, and

WHEREAS, it is mutually understood and agreed that the sub-recipient and the Community Development Department will cooperate in the implementation, administration, and enforcement of the Affirmative Action Program and Compliance Provision will apply to any subcontractor hereafter approved under provisions of the said contract for the supply of services and/or materials requiring compensation in excess of TEN THOUSAND DOLLARS (\$10,000.00);

NOW, THEREFORE, the parties hereto do mutually agree as follows:

(1) The Contractor will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964; comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1968; implement an Affirmative Action Program as provided under Part II of this Agreement and administer and enforce the said Affirmative Action Program as prescribed by the Terms and Conditions set forth under said Part II of this Agreement, it being understood that said Part II of this Agreement comprises either the City's Standard Affirmative Action Compliance Program or in lieu thereof, the Contractor's Affirmative Action Program which has been heretofore approved by the U.S. Department of Housing and Urban Development.

(2) That the Community Development Department will cooperate with the Contractor in the enforcement of the said Affirmative Action Compliance Program as more specifically set forth under Part II of this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

Contractor

Attest

Title

CITY OF MARTINSBURG, WEST VIRGINIA

Attest

Kevin Knowles, Mayor

Date: _____

EXHIBIT “F”
Section 3 Clause

**“SECTION 3” COMPLIANCE IN THE PROVISION OF TRAINING,
EMPLOYMENT AND BUSINESS OPPORTUNITIES**

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 14 CFR, Part 135, and any applicable rules and orders of HUD issued thereunder prior to the execution of this contract. The Section 3 clause, set forth in 24 CFR, 135.20(b) provides:

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part

135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extend feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Contractor agrees to abide by the Section 3 clause set forth above and will also cause this Section 3 clause to be inserted in any subcontracts entered into with third parties for work covered by this Contract.

MEMORANDUM OF AGREEMENT TO TRANSFER HOME MATCH CREDIT
CITY OF MARTINSBURG ON BEHALF OF
EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA (EPHCWV)
AND HABITAT FOR HUMANITY OF THE EASTERN PANHANDLE, INC.

THIS AGREEMENT MADE this _____ day of _____, 2024 by and between the City of Martinsburg, West Virginia, hereinafter referred to as the "CITY" and Habitat for Humanity of the Eastern Panhandle, Inc., a West Virginia Corporation, hereinafter referred to as the "BUILDER."

WITNESSETH

WHEREAS, the CITY has been designated the "PJ" or Participating Jurisdiction for the Eastern Panhandle HOME Consortium of West Virginia; and

WHEREAS, the CITY is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the National Affordable Housing Act of 1990, Public Law 1-1-625; and

WHEREAS, the City is obligated to provide matching funds for a percentage of HOME funds drawn in each fiscal year; and

WHEREAS, the BUILDER is the BUILDER of affordable housing which is HOME match- eligible affordable homeownership housing; and

WHEREAS, the City and the BUILDER desire to enter into an agreement that will permit the transfer of value of the match contribution from the BUILDER's projects to the CITY's HOME program; and

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I. PROJECT DESCRIPTION: Habitat for Humanity of the Eastern Panhandle is constructing affordable homeownership housing located at 320 E. Burke Street, Martinsburg, WV 25401.

Section II. HOME-ELIGIBLE HOUSING: the parties agree that the BUILDER will sell the unit developed to low-income households as owner-occupied affordable housing units and that such units are HOME-eligible housing in compliance with the HOME program as found in the Housing and Community Development Act of 1992 and the Multifamily Housing Property Disposition Reform Act of 1994, and under 24 CFR 92.

Section III. HOME-ELIGIBLE MATCH: The BUILDER has secured cash contributions, grants, donated construction materials, donated use of construction equipment, donated or voluntary labor and professional services and homeowner sweat-equity to construct the housing units. The BUILDER has agreed that all the housing unit will remain affordable to low-income households with incomes at or below 80% of Area Median Income, as established by the U.S. Department of Housing and Urban Development, for a period of twenty (20) years.

The BUILDER agrees to allow the City to claim the entire value of the cost of constructing the housing units as matching funds for the EPHCWV HOME program.

Section IV. MONITORING: The BUILDER agrees that the City will monitor the Project for continuing compliance with the HOME program. The monitoring will be provided through an annual certification by the BUILDER of the Project's continuing operation and occupancy as affordable owner-occupied housing and may be provided through other reports filed by the BUILDER.

Section V. APPLICABLE HOME REGULATIONS: The BUILDER agrees that the housing unit in the Project will remain an affordable unit under the HOME Program and will meet the following requirements of the HOME Regulations in accordance with Section 92.254 Qualification as Affordable Homeownership.

Section VI. TERM OF AGREEMENT: In compliance with 92.252 (c.), the term of this Agreement is twenty (20) years from the date of initial occupancy of the housing constructed under the Project.

Section VIII. GENERAL CONDITIONS:

A. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY

Cory Roman, CDBG & Home
Administrator
City of Martinsburg
232 North Queen Street
PO Box 828
Martinsburg, WV 25402

BUILDER

Robin F. Kees,
Executive Director
Habitat for Humanity of the
Eastern Panhandle, Inc.
630 West Race Street
Martinsburg, WV 25401

- B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall rule.
- D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- E. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the State of West Virginia.
- F. Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of West Virginia, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF,

The City of Martinsburg, West Virginia and the BUILDER have caused their signatures to be hereunto affixed and duly attested:

CITY OF MARTINSBURG, West Virginia

BUILDER

Kevin Knowles, Mayor

Robin F. Kees, Executive Director

Date

Date

Attest:

Attest:

Gena L. Reese, City Recorder

RESOLUTION 2024 -26

RESOLUTION OF THE COUNCIL OF THE CITY OF MARTINSBURG AMENDING THE FY 2017 HOME PROGRAM BUDGET AND ANNUAL ACTION PLAN and FY 2014-FY2018 and FY 2019-2023 CDBG & HOME 5 Year Plans

WHEREAS, the City of Martinsburg, West Virginia is a recipient of funds under the HOME Investment Partnerships Program (HOME) as administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Martinsburg adopted a FY 2017 HOME Annual Action Plan for the use of HOME funds on August 10, 2017; and

WHEREAS, the City of Martinsburg adopted its FY 2014-FY 2018 HOME 5 Year Plan on May 8, 2014;

WHEREAS, the City of Martinsburg adopted its FY 2019-FY 2023 HOME 5 Year Plan on June 13, 2019;

WHEREAS, the City of Martinsburg has previously agreed to abide by the Federal Regulations which govern the use and administration of HOME funds; and

WHEREAS, the City of Martinsburg is allowed by those regulations to make amendments to an annual action plan in accordance with the City's Citizen Participation Plan; and

WHEREAS, it is necessary to make an amendment to the previously approved 2017 HOME program and our FY 2014-2018 and FY 2019-2023 5 Year HOME and CDBG Plans; and

WHEREAS, this is considered a substantial amendment in accordance with the City's Citizen Participation Plan since the following applies: (1) an increase or decrease in the budgeted line item amount greater than twenty-five (25%) of the approved budget line item amount; (2) the scope, location and beneficiaries of the project is changed; or (3) a new activity is being created or an activity is being deleted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARTINSBURG, BERKELEY COUNTY, WEST VIRGINIA, AS FOLLOWS:

The following activities in the FY 2017 HOME Annual Action Plans is amended as follows:

- **HOME17-17 CHDO Set Aside**- reduce the line item by \$51,231.00 and transfer to an eligible HOME activity before we lose the funds.
- **HOME -17-18 Community Networks, Inc. for Tenant Based Rental Assistance (TBRA)**. Add a new eligible HOME Activity to the HOME budget in the amount of \$51,231.00 so it will be spent before September 2025.

WHEREAS, the City of Martinsburg adopted its FY 2014-FY 2018 HOME and CDBG 5 Year Plan on May 8, 2014.

WHEREAS, the City of Martinsburg adopted its FY 2019-FY 2023 HOME and CDBG 5 Year Plan on June 13, 2019.

WHEREAS, the additional language is needed to be added to two Housing Strategies: Housing Strategy HS and SN Other Special Needs. Add to the Housing Priority - HS-5 Rent and Utility Assistance – Provide rental assistance for low- and moderate-income renters through utility payments, security deposits, and rental payments including Tenant Based Rental Assistance for low-income households who may be faced with the threat of eviction and who are at-risk of becoming homeless.

Add to the SN-1 Other Special Needs priority the language in bold:

SN-1 Housing – Increase the supply of affordable, accessible, decent, safe, and sanitary housing for the elderly, persons with disabilities, persons with HIV/AIDS, victims of domestic violence, persons with alcohol/drug dependency, and persons with other special needs through rehabilitation of existing buildings, construction of new housing, **and providing rental assistance (including rent payments, security deposits, utility deposits and payments, and case management to achieve self-sufficiency)** for low- and moderate-income residents.

THEREFORE, the City of Martinsburg will be able to continue to use unused HOME Funds (FY 2016 to FY 2023) for Tenant Based Rental Assistance.

IN WITNESS WHEREOF, I Kevin Knowles, Mayor of the City of Martinsburg, West Virginia have hereunto set my hand and caused the official seal of the City of Martinsburg to be affixed this 12th day of December, 2024.

ATTEST:

Gena L. Long, City Recorder

CITY OF MARTINSBURG, WV

Kevin Knowles, Mayor

**SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF MARTINSBURG ON BEHALF OF THE EASTERN
PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA
AND
COMMUNITY NETWORKS, INC.**

THIS AGREEMENT entered into this day of 2024, by and between the **City of Martinsburg, West Virginia** (hereinafter referred to as the "Grantee"), and **COMMUNITY NETWORKS, INC.** (hereinafter referred to as CNI the "Subrecipient").

WHEREAS, the City of Martinsburg as the Participating Jurisdiction (PJ) for the Eastern Panhandle HOME Consortium of West Virginia (EPHWV) is a Federal Entitlement Grantee under the U.S. Department of HUD's (hereinafter referred to as the "Grantor Agency") HOME Investment Partnership Program (hereinafter referred to as HOME); and

WHEREAS, the Grantee as the Participating Jurisdiction has received funds under the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended, for the HOME Investment Partnership Program and the Home; and

WHEREAS, the City serves as the lead agency for the Consortium; and

WHEREAS, the City and CNI must enter into an Agreement that will permit the transfer of Federal and local grant funds to CNI; and

WHEREAS, the Grantee as the Participating Jurisdiction has certified to the Grantor Agency that it had developed its FY 2017 HOME-Allocation Plan so as to give maximum feasible priority to activities which principally benefit persons of low- and moderate- income through its HOME Program; and

WHEREAS, the Grantee as the Participating Jurisdiction will provide HOME funds to CNI for Tenant Based Rental Assistance (TBRA) per HOME guidelines for eligible residents of the Eastern Panhandle HOME Consortium of West Virginia.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. SCOPE OF SERVICES -

A. Project Description

Attached in EXHIBIT "A" - Project Description which contains a complete description of the project and the use of the HOME funds.

B. HOME Requirements

Attached in EXHIBIT "B" -Program Guidelines and Procedures.

Attached in EXHIBIT "C" - The HOME requirements for determining maximum rent, security and utility deposit assistance and term of assistance using HOME funds.

C. Budget

Attached in EXHIBIT "D" - The maximum budget amount for the project is \$51,231.00 from FY 2017 HOME funds with a complete budget analysis. Additional budget allocations may only be authorized in accordance with the HOME Regulations found in 24 CFR Part 92.

D. National Objectives

All activities funded with HOME-ARP funds must meet the HOME Program's National Objective of benefiting low- and moderate-income persons as defined in 24 CFR 92.

E. Performance Monitoring

The Subrecipient will submit monthly performance reports in a form and content prescribed by the Grantee by the 10th of each month. The Grantee will monitor the performance of the Subrecipient against the Scope of Services standards required herein, for a period of seven (7) years after grant closeout. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within seven (7) days of time after being notified by the Grantee, contract suspension or termination procedures will be initiated by the Grantee.

F. Staffing

The Subrecipient agrees to maintain a staff that is adequate in size and with the professional qualifications to carry out this project.

F. Compensation

The Grantee agrees to pay the Subrecipient \$51,231.00 With an agreed upon draw schedule.

II. TIME OF PERFORMANCE -

The Subrecipient shall start the project on the _____ of _____ and end on _____ day of _____ The term of this Agreement and the provisions contained herein shall be extended to

cover any additional time period during which the Subrecipient remains in control of HOME-ARP funds or other assets including program income.

III. BUDGET -

The approved budget amount for the project is \$51,231.00 from the FY 2017 HOME allocation. See attached Exhibit "C".

Any indirect costs requested for funding must be consistent with the conditions of Paragraph VII. E. 2. of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT-

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$51,231.00 in HOME funds. Drawdowns for the payment of eligible expenses shall be made for the work specified in Section I, Scope of Services. Annual performance reports of the form and content prescribed by the Grantee shall be current, before the final payment under this contract is made.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, which is incorporated herein and made a part of this agreement.

V. NOTICES-

Communication and details concerning this agreement shall be directed to the following representatives:

City of Martinsburg	Subrecipient
Cory D.M Roman	Teresa Shumate
CDBG & HOME Administrator	Community Networks, Inc
City of Martinsburg	P.O. Box 3064
232 North Queen	216 E. John Street
Martinsburg, WV 25401	Martinsburg, VW 25401
Phone: (304) 264-2131, Ext. 276	Phone: (304) 263-6614
<u>croman@cityofmartinsburg.org</u>	<u>tsphccni@yahoo.com</u>

GENERAL CONDITIONS -

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations concerning the HOME-ARP Program and all Federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this agreement is intended to, nor shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the two parties. The Subrecipient shall at all times remain as an independent contractor with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments, whatsoever that may arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of work covered under this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect project assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an equal amount to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing funding for this project. The Subrecipient will include a reference to the support provided herein, in all publications made possible, by funds provided under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and must be mutually agreed to and executed in writing and signed by a duly authorized representative of each party to this agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform to Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Services in Section I above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR Part 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Reversion of Assets

Unless the extension to this agreement is authorized by the Grantee in writing, funds held by the Subrecipient, as well as accounts receivable attributable to the use of HOME funds shall upon the expiration of this Agreement, be promptly restored to the Grantee.

J. Reimbursement of Disallowed Cost

Violations of Federal Laws and Regulations may result in the Grantee's CDBG and HOME office disallowance of certain costs as eligible HOME-ARP activities. Ineligible costs must be repaid to the Grantee. The Subrecipient agrees to reimburse the Grantee for any costs disallowed by the U.S. Department of Housing and Urban Development that are attributable to errors of omission or commission on the part of the Subrecipient.

K. Disbursement of Funds

The Subrecipient understands and agrees that it may not request the disbursement of funds under this Agreement until the funds are needed for payment of eligible project costs, and the requests for payment will be limited to the amount needed.

L. Prohibited Activities and Fees

HOME-ARP funds must be used in accordance with HUD Notice CPD 21-10 and 24 CFR 92.214 and Subrecipient may not charge servicing, origination, or other fees for the purpose of covering costs of administering the HOME-ARP program except as provided under the Notice and 24 CFR 92.214.

VI. ADMINISTRATIVE REQUIREMENTS-

A. Financial Management

1. **Accounting Standards**

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Cost Principles**

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this agreement meets one or more of the HOME Program's national objectives: 1) benefit to low/moderate income persons, 2) aids in the prevention or elimination of slums or blight, or 3) meets community development needs having a particular urgency - as defined in 24 CFR Part 92.

C. Program Management Responsibilities

1. **Grantee**

The Grantee is responsible for the Integrated Disbursement and Information System management (101S}, Environmental reviews, and Grantee fiscal management.

2. **Subrecipient**

The Subrecipient is responsible for providing documentation for financial record keeping, procurement, contracting, day to day program administration, oversight of third-party contracts, application intake, income eligibility determinations, and inspections, to ensure that an effective management system is developed and maintained to provide for compliance with administrative requirements of the HOME program.

The Subrecipient and any subcontractors used by the subrecipient are fully registered at the System for Award Management (SAM) with a Unique Entity Identifier (UEI) Number. This is required to identify businesses and other entities that do business with the federal government, or authorized representatives have not been barred from participation in a program.

D. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal Regulations specified in 2 CFR Part 200, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the HOME program;
- c. Records determining the eligibility of activities.
- d. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- f. Financial records as required by 2 CFR Part 200; and
- g. Other records necessary to document compliance with 2 CFR Part 200.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of seven (7), years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for nonexpendable property acquired with funds under this contract shall be retained for seven (7) years after final payment has been received.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client income eligibility for the program. Such data shall include, but not be limited to, client name, address, income level, demographics, or other basis for determining eligibility. Such information shall be made available to the Grantee's monitors or its designee for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State privacy laws, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities undertaken during this closeout period shall include but are not limited to: submission of annual performance reports; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee); and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor Agency, their designee or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor Agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with the current Grantee policy concerning subrecipient audits and as applicable in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit

E. Reporting and Payment Procedures

1. Budgets

The Subrecipient will submit a detailed contract budget in a form and content prescribed by the Grantee Agency for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing Grantee policies.

2. Program Income

The Subrecipient shall report monthly all program income if applicable, as defined at 24 CFR 92.503 generated by activities carried out with HOME funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to the Grantee for approval.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to

liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Progress Reports

The Subrecipient shall submit monthly progress reports by the 10th of each month to the City in the form, content, and frequency as required by the City.

F. Procurement

1. Compliance

The Subrecipient shall comply with the current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. 2 CFR Part 200

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VII. PERSONNEL & PARTICIPANT CONDITIONS-

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Grantee's and State's Human Relations Ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title 1 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Housing Act of 1968, as amended, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States of America are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal Regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that *portion* of the regulations in force during the term of this contract.

8. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Business (W/MBE)

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty- one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are further defined as:

Minority: A racial or ethnic group, members of which have been subjected to prejudice or cultural bias by virtue of belonging to the group, without regard to individual qualities. Such groups include, but are not limited to:

- a. African Americans. Persons having origins in any of the African racial groups of Africa.
- b. Hispanic Americans. All persons of Mexican, Puerto Rican, Cuban, South or Central American, Caribbean and other Spanish or Portuguese culture or origin.
- c. Native Americans. Persons having origins in any of the original peoples of North America and the Hawaiian Islands, in particular, American Indians, Eskimos, Aleuts and Native Hawaiians.

d. Asian-Pacific Islanders. Persons having origins in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan and India. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, Grantee Agency, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contracts or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action - EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Section X. A. Civil Rights, and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or subcontractor.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed *in* the administration of the program for political activities; *sectarian* or *religious* activities; lobbying, political patronage, and nepotism activities.

0. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due, or which become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient *will* monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in *written* reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all the provisions of this Agreement in its entirety to be included *in* and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a *fair* and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along *with* documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 92 with respect to the following:

- a. The Subrecipient shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, is involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME assisted activity, or with respect to the proceeds from the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an officer or employee of Congress, in connection with the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose; accordingly, and,
- d. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 92.

VIII. ENVIRONMENTAL CONDITIONS -

A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

8. Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92 and 24 CFR Part 35, and Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

The Subrecipient agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years or older or that are included on a Federal, State, or local historic property list.

36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

IX. OTHER REQUIREMENTS -

A. Suspension and/or Debarment of Contractors

In accordance with 45 CFR 76.510(b), the Grantee requires from the Subrecipient or its developers or contractors the following certification:

1. Certifications that it is not currently under suspension or debarment by the Federal Government, and if the Subrecipient cannot so certify, then it agrees to submit along with the Agreement/Contract/Bid/Proposal a written explanation of why such certification cannot be made.
2. If the Subrecipient enters into subcontracts or employs under this Agreement any subcontractors/individuals who are currently suspended or disbarred by the Federal Government or who become suspended or debarred by the Federal Government during the term of this Agreement or any extension or renewals thereof, the Grantee shall have the right to require The Subrecipient to terminate such subcontracts or employment.
3. The Subrecipient agrees to reimburse the Grantee and/or the Federal Government for the reasonable costs of investigation incurred by the City of Martinsburg's Office of the CDBG & HOME Administrator or the Office of Inspector General for investigation of the Subrecipient's compliance with terms of this or any other Agreement between the Subrecipient and the Grantee which results in the suspension or debarment of the Subrecipient, subcontractors, or individuals. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses and expert witness and documentary fees.

The Subrecipient shall not be responsible for investigative costs that do not result in the Subrecipient's, sub- contractor(s) or individual(s) suspension or debarment.

4. The Subrecipient may obtain the current list of suspended and debarred contractors by searching <https://sam.gov/content/home>

B. Americans with Disabilities Act (42 USC 12131 -12134)

1. Pursuant to Federal Regulations promulgated under the Americans with Disabilities Act, 28 CFR Section 35.101 et. seq., The Subrecipient understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, The Subrecipient agrees to comply with the General Prohibitions Against Discrimination, "28 CFR Section 35.130", and all other regulation promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Grantee through Agreements with outside contractors.
2. The Subrecipient shall be responsible for and agrees to indemnify and hold harmless the Grantee from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Grantee as a result of the Subrecipient's failure to comply with the provisions of the above paragraph.

B. Violence Against Women Act

1. The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of **sex**, gender identity, or sexual orientation.
2. The agreement sets forth all on the owner to meet the VAWA requirements under 24 CFR 92.359, including the owner's notice obligations and owner obligations under

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

ATTEST:

CITY OF MARTINSBURG, WV

Date

Kevin Knowles, Mayor

ATTEST:

Community Networks Inc.

Date

Teresa Shumate, Executive Director

Date

the emergency transfer plan.

X. SEVERABILITY -

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS -

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER -

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT -

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

EXHIBIT "A"

DETAILED PROJECT DESCRIPTION

Project Name: TENANT BASED RENTAL ASSISTANCE

Description of Activity: The HOME funds provided by the City of Martinsburg as the Participating Jurisdiction (PJ) for the Eastern Panhandle HOME Consortium of West Virginia (EPHW) will be used to provided rental assistance to individuals or families who have low or extremely low income. The program will provide security deposits, utility deposits, utility payments and rental assistance. The program will also include monthly case management, training, budgeting, life skills, support services, and linkages to community resources.

EXHIBIT "B"

HOME PROGRAM ENTRY REQUIREMENTS

HOME Qualifying Populations for the TENANT BASED RENTAL ASSISTANCE PROGRAM

Potential Program Participants shall be identified through the utilization of a shared data system: The Homeless Management Information System (HMIS) or Coordinated Entry System (CES), which is administered by the West Virginia Coalition to End Homelessness. This interconnected system of care allows for coordinated and consistent identification of potential Program Participants. Locally, the key housing and support agencies participate in conference calls every two weeks to discuss and recruit the next eligible candidates.

The four (4) access "entry" points for the HMIS are Emergency Shelter (including hotel/motel paid for by a charitable organization), Street Outreach, CES Intake Line, and Supportive Services for Veteran Families (SSVF) providers.

The City of Martinsburg and the Eastern Panhandle HOME Consortium realizes that the CES does not accept all of the HOME and HOME-ARP Qualifying Populations. Therefore, in addition CNI intends to use other forms of referrals from outside organizations. These may include 211, Martinsburg Housing Authority waiting list, the waiting lists from shelter providers, as well as other entities which serve the various Qualifying Populations.

For providers not using HMIS, or not permitted by law to utilize HMIS (Domestic Violence Providers), they may provide the client seeking housing resources the direct contact information for the DV CES point of contact. The person seeking housing assistance may reach out directly to the DV CES point of contact who will record their information in HMIS, just like any other client who would be seeking housing services with no indicators that they are currently or previously being served by a DV provider or residing in a DV shelter.

The WV CoC CES team reviews the regional housing guides (Individual, Family, Veteran, Youth) weekly and has a separate secure housing guide for persons fleeing DV that is only reviewed by the DV CES point of contact and their supervisor. No person should ever be denied housing if they choose not to disclose Personally Identifiable Information (PII) for reasons that may include - safety risks, criminal history, or mental health issues.

EXHIBIT "C"

EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA HOME-ARP TENANT-BASED RENTAL ASSISTANCE PROGRAM

Project Overview:

HOME funds may be used to provide tenant-based rental assistance ("HOME-TBRA") to individuals and families.

Eligible Costs:

- Eligible Costs: HOME TBRA funds may be used to provide rental assistance, security and utility deposits to or on behalf of qualifying households. HOME may pay up to 100% of these costs for a qualifying household.

Project Requirements:

- Portability of Assistance: The Consortium may require the HOME TBRA assisted household to use the assistance within the Consortium's boundaries.
- Term of Rental Assistance Contract: The Consortium has determined the maximum term of HOME TBRA assistance will be one (1) year, renewable for an additional year. Contracts may be renewed for additional periods of time in yearly increments.
- Maximum Subsidy: The Consortium must establish the maximum allowable subsidy, which may differ from the maximum subsidy requirements at 24 CFR 92.209(h). The consortium through the subrecipient can provide up to 100 percent subsidy for rent, security and utility deposit payments.
- Rent Reasonableness: The Consortium will determine whether the rent is reasonable in comparison to rent for other comparable unassisted units and will disapprove a lease if the rent is not reasonable.
- Utility Allowance: There can be assistance for utility costs to include security deposit to not exceed more than 2 months rental total; utility payments up to no more than one year per service (gas, electric, water, sewer), including an one time payment up to 6 months of arrearages, per service.
- Housing Quality Standards: Housing must comply with all housing quality standards required at 24 CFR 982.401 (or successor inspection standards issued by HUD).

TBRA Management

- Rental Assistance: *Rent Payments will be provided on a month to month basis (maximum amount of 24 months) based on the program participant's needs and resources. Rent payment will be paid directly to the Landlord for*

up to 1 year. Rental payments must fall within the current Fair Market Rents as allowable by HUD. An evaluation will occur every month to ensure the Program Participant still qualifies for the TBRA.

- Housing Stabilization. The Program participant will participate in monthly case management meetings. These meetings will help determine the additional training, life skills, budgeting, support services, and linkages to the community resources that are needed to help the individual and/or families reach housing stabilization.

EXHIBIT "D" **BUDGET SUMMARY DESCRIPTION**

Project Name: Tenant Based Rental Assistance

Description of Activity: The HOME (from the unused FY 2017 CHDO) funds provided by the City of Martinsburg as the Participating Jurisdiction (PJ) for the Eastern Panhandle HOME Consortium of West Virginia (EPHWV) will be used by Community Networks, Inc., (CNI)

Following is a detailed breakdown of the project Budget:

Uses of Funds (Budget):

A. Personnel/Development/Operations	\$ 425,159.00
B. Contracted Services	\$ 12,883.00
C. Maintenance	\$ 14,000.00
D. Consumable and Food Supplies	\$ 65,817.00
E. Occupancy/Operating/Direct Services	\$ 314,856.00
Total:	\$ 832,715.00

Sources of Funds:

1. HOME-ARP Funds	\$ 60,000.00
2. CDBG	\$ 20,000.00
3. United Way, EWVCF, ECOLAB, Food Lion	\$ 227,392.00
4.ESG, HOPQA, TBRA	\$ 351,602.00
5.Undeclared Funds – DHHR, City, County	\$173,721.00
Total:	\$ 832,715.00

EXHIBIT "E"

COMMUNITY DEVELOPMENT DEPARTMENT MINORITY AND WOMEN'S BUSINESS ENTERPRISES POLICY CITY OF MARTINSBURG, WEST VIRGINIA

AFFIRMATIVE ACTION PROGRAM FOR MINORITY& WOMENS BUSINESS ENTERPRISE

The Community Development Department of the City of Martinsburg, State of West Virginia, hereby establishes an Affirmative Action Policy for the implementation, promotion, and execution, of a Minority Business Program and Women's Business Program (MBE/WBE), in conformance with the objectives and provisions of Executive Order 11625 and as hereinafter prescribed.

POLICY: It shall be the policy of the City of Martinsburg to "effectively accomplish" the objectives, intent, and requirements of Executive Order 11625, by exercising all feasible means and efforts for achieving maximum successful results in carrying out the provisions of Executive Order 11625.

OBJECTIVES: To act affirmatively in seeking and establishing opportunities and assistance to MBE/WBE Enterprises, for their participation in providing services, materials, and supplies that are financed in whole or in part by the HUD CDBG and HOME grants.

DEFINITION OF MBE/WBE ENTERPRISE: " MBE/WBE Enterprise" is construed to mean a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to, black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, other minorities or women. Control of a business that is incorporated, means ownership of not less than 51% of the corporate shares by one or more of the minorities described hereunder.

BOUNDARIES: There are no boundaries to the area of coverage for the MBE/WBE Program. However, priority consideration shall be afforded to the immediate geographic area referred to as the Eastern Panhandle of West Virginia.

GOALS: The Community Development Department shall make an estimate of the amount of services, materials, and supplies, which will can be utilized available for Minority Business Enterprise especially at the beginning of any project funded with federal funds such as the CDBG and HOME program funds.

BIDDING PROCEDURE: All advertisement of public Notices involving invitations for Bids or Proposals shall contain a reference to Executive Order 11625 and the requirement for adherence to the provisions thereof. All public Notices involving Invitations for Bids or Proposals shall be advertised in a local newspaper of general circulation in conformance with applicable laws and ordinances. The Invitations for Bids or Proposals shall indicate that the successful Bidder or Contractor must utilize MBE/WBE Enterprise located within the geographic area, to the maximum feasible extent. Bidding procedures shall otherwise conform to applicable Federal and State laws and City of Martinsburg Ordinances.

CONTRACT PROVISIONS: Contracts awarded by the City of Martinsburg shall contain the "Provisions and Procedures" pertaining to Employment Opportunities for Business and Lower Income Persons in compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended. Such contracts shall specify that the same provisions and procedures must be inserted by the Contractor in all sub-contracts for compliance by all sub-contractors. Contracts awarded by the City of Martinsburg shall also contain conditions for compliance with the requirements and provisions of Executive Order 11625 pertaining to the MBE/WBE Program; including provisions specifying that all sub-contracts must contain the same conditions for compliance with the provisions of Executive Order 11625. Contractors and sub-contractors shall be required to provide periodic evidence of their good faith efforts for compliance with the requirements hereunder.

COMPLAINT AND REMEDIAL PROCEDURE: Complaints shall be channeled to the City's Community Development Department for prompt investigation and remediation. If necessary, the matter shall be referred by the City of Martinsburg to the Equal Opportunity Division in the Pittsburgh Area Office of the Department of Housing and Urban Development, for advice or assistance.

EVALUATION: The CDBG and HOME Administrator shall periodically evaluate the MBE/WBE Program to determine its progress, effectiveness, success or failures, and institute any improvements which is warranted by the evaluation.

REPORTING: The efforts and results of the City's Affirmative Action Program for MBE/WBE Enterprise shall be included in the City's Consolidated Annual Performance Evaluation Report (CAPER) annually.

EXHIBIT "F"

COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF MARTINSBURG AFFIRMATIVE MARKETING POLICY AFFIRMATIVE MARKETING FOR THE HOME PROGRAM

The Community Development Department of City of Martinsburg has an Affirmative Marketing Agreement and Statement (see below) that is included in all HOME written agreements. Furthermore, the City requires a written tenant selection policy from owners of rental properties as part of the HOME agreement.

HOME PROGRAM AFFIRMATIVE MARKETING POLICY AND PROCEDURES STATEMENT

In accordance with the regulations of the HOME Program (CFR 92.351 }, the Community Development Department of the City of Martinsburg has adopted affirmative marketing procedures for housing containing five or more units that are assisted with HOME Program funds. In furthering the city's commitment to non-discriminating and equal opportunity in housing, it has set up affirmative marketing procedures based on those established by the Community Development Department under the HUD Rental Rehabilitation Program (24 CFR Part 511).

- I. The Community Development Department SHALL inform the public, owners, and prospective tenants about the Fair Housing Laws in the following ways:
 - ▶ Include Fair Housing documentation and the Affirmative Marketing Statement in the HOME Program Written Agreement for each project funded;
 - ▶ Place special notices and announcements about Fair Housing in The Journal and/or other local media sources;
 - ▶ Support local Fair Housing workshops
 - ▶ Provide potential tenants, through CHDO's and other owners with information on Fair Housing and the Affirmative Marketing Policy.
2. The Community Development Department will require owners in the HOME program to carry out the affirmative marketing procedures and requirements as follows:
 - ▶ Sign the Affirmative Marketing Agreement indicating the owner's willingness to comply with this Affirmative Marketing Policy and Procedures Statement and participate in the Community Development's Fair Housing efforts;
 - ▶ Notify the City and appropriate agencies when there are vacant units available;
 - ▶ Use additional methods of announcing rentals such as advertisements in local newspapers, notices to Neighborhood groups, and the use of the Equal Housing Opportunity logo and/or slogan:

- ▶ Adopt procedures to inform and solicit applications from individuals not likely to apply for housing without special outreach. These would include but not be limited to outreach to community organizations, fair housing groups and counseling agencies;
- ▶ Keep records describing efforts to affirmatively market vacant units as well as records assessing the results of these efforts.

3. The Community Development Department shall keep records describing the actions taken by the City and HOME participants to affirmatively market units and the assessments of the results of these efforts.

.:J.. The Community Development Department will include the use of the Equal Housing Opportunity logo and/or slogan on all applications for homeownership as well as include the logo and/or slogan on all print ads.

5. The Community Development Department will perform an annual written assessment of the effectiveness of the Affirmative Marketing Procedures in the Annual Performance Report as required by HUD.

WHEREAS, it is mutually understood that the purpose of this Agreement is to establish and implement an AFFIRMATIVE ACTION PROGRAM AND COMPLIANCE PROVISIONS as provided hereunder, to ensure Equal Opportunity in employment practices and policies during execution of said contract, and

WHEREAS, it is mutually understood and agreed that the sub-recipient and the Community Development Department will cooperate in the implementation, administration, and enforcement of the Affirmative Action Program and Compliance Provision will apply to any subcontractor hereafter approved under provisions of the said contract for the supply of services and/or materials requiring compensation in excess of TEN THOUSAND DOLLARS (\$10,000.00);

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- (1) The Contractor will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964; comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1968; implement an Affirmative Action Program as provided under Part II of this Agreement and administer and enforce the said Affirmative Action Program as prescribed by the Terms and Conditions set forth under said Part II of this Agreement, it being understood that said Part II of this Agreement comprises either the City's Standard Affirmative Action Compliance Program or in lieu thereof, the Contractor's Affirmative Action Program which has been heretofore approved by the U.S. Department of Housing and Urban Development.
- (2) That the Community Development Department will cooperate with the Contractor in the enforcement of the said Affirmative Action Compliance

Program as more specifically set forth under Part I of this Agreement.

IN WITNESS WHEREOF, the City and Community Networks, Inc. have executed this Agreement as of the date first above written.

ATTEST:

CITY OF MARTINSBURG, WV

Date

Kevin Knowles, Mayor

ATTEST:

Date

Community Networks Inc.

Date

Teresa Shumate, Executive Director

Date

**SUBRECIPIENT AGREEMENT
BY AND BETWEEN
THE CITY OF MARTINSBURG ON BEHALF OF THE EASTERN
PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA
AND
COMMUNITY NETWORKS INC.**

THIS AGREEMENT entered into this _____ day of _____, 2024, by and between the **City of Martinsburg, West Virginia** (hereinafter referred to as the "Grantee"), and **COMMUNITY NETWORKS INC.** (hereinafter referred to as the "Subrecipient").

WHEREAS, the City of Martinsburg as the Participating Jurisdiction (PJ) for the Eastern Panhandle HOME Consortium of West Virginia (EPHWV) is a Federal Entitlement Grantee under the U.S. Department of HUD's (hereinafter referred to as the "Grantor Agency") HOME Investment Partnership Program (hereinafter referred to as HOME); and

WHEREAS, the Grantee as the Participating Jurisdiction has received funds under the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended, for the HOME Investment Partnership Program American Rescue Plan (ARP) Act of 2021; and

WHEREAS, the Grantee as the Participating Jurisdiction has certified to the Grantor Agency that it had developed its FY 2021 HOME-ARP Allocation Plan so as to give maximum feasible priority to activities which principally benefit persons of low- and moderate-income through its HOME-ARP Program; and

WHEREAS, the Grantee as the Participating Jurisdiction will provide HOME-ARP funds to the Subrecipient for Tenant Based Rental Assistance (TBRA) per HOME-ARP guidelines for eligible residents of the Eastern Panhandle HOME Consortium of West Virginia.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. SCOPE OF SERVICES –

A. Project Description

Attached in EXHIBIT "A" – Project Description which contains a complete description of the project and the use of the HOME-ARP funds.

B. HOME-ARP Requirements

Attached in EXHIBIT "B" – The HOME-ARP requirements containing a description of how to qualify clients for programs using

HOME-ARP funds including HUD Notice CPD 21-10, *Requirements for the Use of Funds in the HOME-American Rescue Plan Program*.

Attached in EXHIBIT "C" – The HOME-ARP requirements for determining maximum rent, security and utility deposit assistance and term of assistance using HOME-ARP funds.

C. Budget

Attached in EXHIBIT "D" – The maximum budget amount for the project is \$60,000.00 from FY 2021 HOME-ARP Allocation funds with a complete budget analysis. Additional budget allocations may only be authorized in accordance with the HOME Regulations found in 24 CFR Part 92.

D. National Objectives

All activities funded with HOME-ARP funds must meet the HOME Program's National Objective of benefiting low- and moderate-income persons as defined in 24 CFR 92.

E. Performance Monitoring

The Subrecipient will submit monthly performance reports in a form and content prescribed by the Grantee. The Grantee will monitor the performance of the Subrecipient against the Scope of Services standards required herein, for a period of seven (7) years after grant closeout. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within seven (7) days of time after being notified by the Grantee, contract suspension or termination procedures will be initiated by the Grantee.

F. Staffing

The Subrecipient agrees to maintain a staff that is adequate in size and with the professional qualifications to carry out this project.

F. Compensation

The Grantee agrees to pay the Subrecipient \$60,000.00 with payments made per the attached draw schedule.

II. TIME OF PERFORMANCE –

The Subrecipient shall start the project on the _____ day of _____, and end on the _____ (____) day of _____. The term of this Agreement and the provisions contained herein shall be extended to

cover any additional time period during which the Subrecipient remains in control of HOME-ARP funds or other assets including program income.

III. BUDGET -

The approved budget amount for the project is \$60,000.00 from the FY 2021 HOME-ARP allocation. See attached Exhibit "C".

Line-Item	Amount
Rental Assistance for 25-30 program eligible Households of the EPHWV.	\$60,000.00
Total:	\$60,000.00

Any indirect costs requested for funding must be consistent with the conditions of Paragraph VII. E. 2. of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

IV. PAYMENT -

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$60,000.00 in HOME-ARP funds. Drawdowns for the payment of eligible expenses shall be made for the work specified in Section I, Scope of Services. Annual performance reports of the form and content prescribed by the Grantee shall be current, before the final payment under this contract is made.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, which is incorporated herein and made a part of this agreement.

V. NOTICES -

Communication and details concerning this agreement shall be directed to the following representatives:

City of Martinsburg	Subrecipient
Cory D.M. Roman CDBG & HOME Administrator City of Martinsburg 232 North Queen St.	Teresa Shumate Community Networks Inc. PO Box 3064 25402

Martinsburg, WV 25401 Martinsburg WV 25402
Phone: (304) 264-2131, Ext. 276 Phone: (304) 263-6614
croman@cityofmartinsburg.org tspbccni@yahoo.com

VI. GENERAL CONDITIONS –

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations concerning the HOME-ARP Program and all Federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this agreement is intended to, nor shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the two parties. The Subrecipient shall at all times remain as an independent contractor with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments, whatsoever that may arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of work covered under this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect project assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an equal amount to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing funding for this project. The Subrecipient will include a reference to the support provided herein, in all publications made possible, by funds provided under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and must be mutually agreed to and executed in writing and signed by a duly authorized representative of each party to this agreement. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform to Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Services in Section I above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR Part 200, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Reversion of Assets

Unless the extension to this agreement is authorized by the Grantee in writing, funds held by the Subrecipient, as well as accounts receivable attributable to the use of HOME-ARP funds shall upon the expiration of this Agreement, be promptly restored to the Grantee.

J. Reimbursement of Disallowed Cost

Violations of Federal Laws and Regulations may result in the Grantee's CDBG and HOME office disallowance of certain costs as eligible HOME-ARP activities. Ineligible costs must be repaid to the Grantee. The Subrecipient agrees to reimburse the Grantee for any costs disallowed by the U.S. Department of Housing and Urban Development that are attributable to errors of omission or commission on the part of the Subrecipient.

K. Disbursement of Funds

The Subrecipient understands and agrees that it may not request the disbursement of funds under this Agreement until the funds are needed for payment of eligible project costs, and the requests for payment will be limited to the amount needed.

L. Prohibited Activities and Fees

HOME-ARP funds must be used in accordance with HUD Notice CPD 21-10 and 24 CFR 92.214 and Subrecipient may not charge servicing, origination, or other fees for the purpose of covering costs of administering the HOME-ARP program except as provided under the Notice and 24 CFR 92.214.

VII. ADMINISTRATIVE REQUIREMENTS –

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this agreement meets one or more of the HOME-ARP Program's national objectives: 1) benefit to low/moderate income persons, 2) aids in the prevention or elimination of slums or blight, or 3) meets community development needs having a particular urgency - as defined in 24 CFR Part 92.

C. Program Management Responsibilities

1. Grantee

The Grantee is responsible for the Integrated Disbursement and Information System management (IDIS), Environmental reviews, and Grantee fiscal management.

2. Subrecipient

The Subrecipient is responsible for providing documentation for financial record keeping, procurement, contracting, day to day program administration, oversight of third-party contracts, application intake, income eligibility determinations, and inspections, to ensure that an effective management system is developed and maintained to provide for compliance with administrative requirements of the HOME-ARP program.

The Subrecipient and any subcontractors used by the subrecipient are fully registered at the System for Award Management (SAM) with a Unique Entity Identifier (UEI)

Number. This is required to identify businesses and other entities that do business with the federal government, or authorized representatives have not been barred from participation in a program.

D. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal Regulations specified in 2 CFR Part 200, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the HOME-ARP program;
- c. Records determining the eligibility of activities.
- d. Records documenting the acquisition, improvement, use or disposition of real property acquired or improved with HOME-ARP assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the HOME-ARP program;
- f. Financial records as required by 2 CFR Part 200; and
- g. Other records necessary to document compliance with 2 CFR Part 200.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of seven (7) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for nonexpendable property acquired with funds under this contract shall be retained for seven (7) years after final payment has been received.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained

until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client income eligibility for the program. Such data shall include, but not be limited to, client name, address, income level, demographics, or other basis for determining eligibility. Such information shall be made available to the Grantee's monitors or its designee for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State privacy laws, unless written consent is obtained from such person receiving service, and in the case of a minor, that of a responsible parent/guardian.

5. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities undertaken during this closeout period shall include but are not limited to: submission of annual performance reports; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee); and determining the custodianship of records.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, Grantor Agency, their designee or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor Agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with the

current Grantee policy concerning subrecipient audits and as applicable in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F – Audit Regulations.

E. Reporting and Payment Procedures

1. Budgets

The Subrecipient will submit a detailed contract budget in a form and content prescribed by the Grantor Agency for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time in accordance with existing Grantee policies.

2. Program Income

The Subrecipient shall report monthly all program income if applicable, as defined at 24 CFR 92.503 generated by activities carried out with HOME-ARP funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit such plan to the Grantee for approval.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and

program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Progress Reports

The Subrecipient shall submit monthly progress reports by the 10th of each month to the City in the form, content, and frequency as required by the City.

F. Procurement

1. Compliance

The Subrecipient shall comply with the current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this contract.

2. 2 CFR Part 200

The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VIII. PERSONNEL & PARTICIPANT CONDITIONS –

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Grantee's and State's Human Relations Ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title 1 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Housing Act of 1968, as amended, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States of America are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking

its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal Regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Business (W/MBE)

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are further defined as:

Minority: A racial or ethnic group, members of which have been subjected to prejudice or cultural bias by virtue of belonging to the group, without regard to individual qualities. Such groups include, but are not limited to:

- a. African Americans. Persons having origins in any of the African racial groups of Africa.
- b. Hispanic Americans. All persons of Mexican, Puerto Rican, Cuban, South or Central American, Caribbean and other Spanish or Portuguese culture or origin.

- c. Native Americans. Persons having origins in any of the original peoples of North America and the Hawaiian Islands, in particular, American Indians, Eskimos, Aleuts and Native Hawaiians.
- d. Asian-Pacific Islanders. Persons having origins in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan and India.

The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, Grantor Agency, or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contracts or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action - EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Section X. A. Civil Rights, and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or subcontractor.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due, or which become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be

forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 92 with respect to the following:

- a. The Subrecipient shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, is involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-ARP assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-ARP assisted activity, or with respect to the proceeds from the HOME-ARP assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, or an officer or employee of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose; accordingly, and,
- d. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious

organization in accordance with the Federal regulations specified in 24 CFR 92.

IX. ENVIRONMENTAL CONDITIONS –

A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR, Part 58).

B. Flood Disaster Protection

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92 and 24 CFR Part 35, and Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

The Subrecipient agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years or older or that are included on a Federal, State, or local historic property list.

36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

X. OTHER REQUIREMENTS –

A. Suspension and/or Debarment of Contractors

In accordance with 45 CFR 76.510(b), the Grantee requires from the Subrecipient or its developers or contractors the following certification:

1. Certifications that it is not currently under suspension or debarment by the Federal Government, and if the Subrecipient cannot so certify, then it agrees to submit along with the Agreement/Contract/Bid/Proposal a written explanation of why such certification cannot be made.
2. If the Subrecipient enters into subcontracts or employs under this Agreement any subcontractors/individuals who are currently suspended or disbarred by the Federal Government or who become suspended or debarred by the Federal Government during the term of this Agreement or any extension or renewals thereof, the Grantee shall have the right to require The Subrecipient to terminate such subcontracts or employment.
3. The Subrecipient agrees to reimburse the Grantee and/or the Federal Government for the reasonable costs of investigation incurred by the City of Martinsburg's Office of the CDBG & HOME Administrator or the Office of Inspector General for investigation of the Subrecipient's compliance with terms of this or any other Agreement between the Subrecipient and the Grantee which results in the suspension or debarment of the Subrecipient, subcontractors, or individuals. Such costs shall include, but are not limited to, salaries of investigators, including

overtime, travel and lodging expenses and expert witness and documentary fees.

The Subrecipient shall not be responsible for investigative costs that do not result in the Subrecipient's, subcontractor(s) or individual(s) suspension or debarment.

4. The Subrecipient may obtain the current list of suspended and debarred contractors by contacting the:

City of Martinsburg
232 North Queen Street
Martinsburg, WV 25401
Phone: (304) 264-2131 ext. 276
croman@cityofmartinsburg.org

B. Americans with Disabilities Act (42 USC 12131 – 12134)

1. Pursuant to Federal Regulations promulgated under the Americans with Disabilities Act, 28 CFR Section 35.101 et. seq., The Subrecipient understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, The Subrecipient agrees to comply with the General Prohibitions Against Discrimination, "28 CFR Section 35.130", and all other regulation promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Grantee through Agreements with outside contractors.
2. The Subrecipient shall be responsible for and agrees to indemnify and hold harmless the Grantee from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Grantee as a result of the Subrecipient's failure to comply with the provisions of the above paragraph.

B. Violence Against Women Act

1. The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of

this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

2. The agreement sets forth all on the owner to meet the VAWA requirements under 24 CFR 92.359, including the owner's notice obligations and owner obligations under the emergency transfer plan.

XI. SEVERABILITY –

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS –

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER –

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT –

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

ATTEST:

CITY OF MARTINSBURG, WV

Date

Kevin Knowles, Mayor

ATTEST:

Date

Community Networks Inc.

Date

Date

Teresa Shumate, Executive Director

EXHIBIT “A”

DETAILED PROJECT DESCRIPTION

Project Name: Tenant Based Rental Assistance

Description of Activity: The HOME-ARP funds provided by the City of Martinsburg as the Participating Jurisdiction (PJ) for the Eastern Panhandle HOME Consortium of West Virginia (EPHWV) will be used to assist individuals and families who have low or extremely low income. The program would include monthly case management, training, support services, budgeting and life skills, linkages to community resources, security deposits, utility deposits, rental and utility assistance.

EXHIBIT “B”

HOME-ARP PROGRAM ENTRY REQUIREMENTS

HOME-ARP Qualifying Populations

The HOME-ARP Program has the following four (4) Qualifying Populations:

1. Homeless

2. At Risk of Homelessness

- An individual or family who is extremely low income (<30% AMI), does not have support networks, and meets at least one of the conditions for homelessness (24 CFR 91.5).

3. Fleeing, or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

4. Other populations who do not qualify under any of the populations above but meet one of the following criteria:

- Those who are currently housed due to temporary or emergency assistance or need additional assistance or services to avoid a return to homelessness.
- Populations at Greatest Risk of Housing Instability.
 - Households whose income is <30% AMI and are experiencing severe cost burden.
 - Households whose income is <50% AMI and meet one of the criteria for being At Risk of Homelessness.

HOME-ARP Program Entry Requirements

The Eastern Panhandle HOME Consortium of West Virginia HOME-ARP Program uses the following program entry requirements and qualifying households receiving services using the criteria in Section IV.A of CPD Notice 21-10:

The City of Martinsburg and the Eastern Panhandle HOME Consortium use the Coordinated Entry System (CES) for its HOME-ARP projects and activities. Coordinated Entry enables CoC providers and homeless assistance staff to make consistent decisions from available information, and to efficiently and effectively connect people in crisis to intervention that will rapidly end their homelessness.

Each participating agency, with its respective projects, will be an active member of the CoC Coordinated Entry System. The four (4) access “entry” points for the WV BoS CoC CES are Emergency Shelter (including hotel/motel paid for by a charitable organization), Street Outreach, CES Intake Line, and Supportive Services for Veteran Families (SSVF) providers. Some areas throughout the BoS also have Transitional

Housing resources funded through other federal partners and resources, and it is recommended that these providers communicate directly with CES staff to ensure these households are connected with appropriate housing resources. The BoS is divided into eight regions where persons experiencing homelessness are prioritized by region for the appropriate intervention.

All CES, Emergency Shelter, Street Outreach, and SSVF programs will utilize Diversion as a service to connect people with other mainstream resources and divert them away from the system who can solve their own homelessness. The VI-SPDAT Prescreen will be utilized as the primary triage assessment for Coordinated Entry when the household is unable to be diverted away from the system. Whenever possible, the VI-SPDAT should be completed in HMIS. If that is not possible, the VISPDAT should be completed in its paper form and then entered into HMIS for each client.

The City of Martinsburg and the Eastern Panhandle HOME Consortium realizes that the CES does not accept all of the HOME-ARP Qualifying Populations. Therefore, in addition to the CES, the City, intends to use other forms of referrals from outside organizations. These may include 211, Martinsburg Housing Authority waiting list, the waiting lists from shelter providers, as well as other entities which serve the various Qualifying Populations. The multiple referral method will be finalized in the implementation process as part of the Policies and Procedures Manual for the administration of the HOME-ARP activities.

For providers not using HMIS, or not permitted by law to utilize HMIS (Domestic Violence Providers), they may provide the client seeking housing resources the direct contact information for the DV CES point of contact. The person seeking housing assistance may reach out directly to the DV CES point of contact who will record their information in HMIS, just like any other client who would be seeking housing services with no indicators that they are currently or previously being served by a DV provider or residing in a DV shelter.

The WV BoS CoC CES team reviews the regional housing guides (Individual, Family, Veteran, Youth) weekly and has a separate secure housing guide for persons fleeing DV that is only reviewed by the DV CES point of contact and their supervisor. No person should ever be denied housing if they choose not to disclose Personally Identifiable Information (PII) for reasons that may include - safety risks, criminal history, or mental health issues.

EXHIBIT “C”

EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA HOME-ARP TENANT-BASED RENTAL ASSISTANCE PROGRAM

Project Overview:

HOME-ARP funds may be used to provide tenant-based rental assistance (“HOME-ARP TBRA”) to individuals and families that meet one of the Qualifying Populations defined in the *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (“the Notice”). Any qualified organization (typically a non-profit organization) may assist a qualifying household by providing payments towards housing and housing-related costs, such as rent, security and utility deposits. As HOME-ARP TBRA is attached to the qualifying household and not the rental unit, the household may choose to move to another unit with continued assistance provided the new unit meets the applicable property standards. HOME-ARP TBRA may be provided in coordination with a qualified organization that facilitates a qualifying household’s use of HOME-ARP TBRA. The organization may make rental subsidy payments and a security deposit payment on behalf of a qualifying household or may sublease a unit to the qualifying household.

Eligible Costs:

- Eligible Costs: HOME-ARP TBRA funds may be used to provide rental assistance, security and utility deposits to or on behalf of qualifying households. HOME-ARP may pay up to 100% of these costs for a qualifying household.

Project Requirements:

- Portability of Assistance: The Consortium may require the HOME-ARP TBRA assisted household to use the assistance within the Consortium’s boundaries or may permit the household to use the assistance outside its boundaries as outlined at 24 CFR 92.209(d).
- Term of Rental Assistance Contract: The Consortium has determined the maximum term of HOME-ARP TBRA assistance will be one (1) year, renewable for an additional year. Contracts may be renewed for additional periods of time in yearly increments.
- Maximum Subsidy: The Consortium must establish the maximum allowable subsidy, which may differ from the maximum subsidy requirements at 24 CFR 92.209(h). The consortium through the subrecipient can provide up to 100 percent subsidy for rent, security and utility deposit payments. The Consortium will also establish policies for determining household

contributions to rent.

- Rent Reasonableness: The Consortium will determine whether the rent is reasonable in comparison to rent for other comparable unassisted units and will disapprove a lease if the rent is not reasonable.
- Utility Allowance: There will be no assistance for utility costs beyond security deposits.
- Housing Quality Standards: Housing must comply with all housing quality standards required at 24 CFR 982.401 (or successor inspection standards issued by HUD) unless the tenant is residing in a HOME or HOME-ARP unit, in which case the Consortium may defer to initial and ongoing inspection standards for the housing.
- Use of a Qualified Organization: A Qualified Organization – is typically a nonprofit organization that provides housing or supportive services to qualifying households – the organization may facilitate the leasing of a HOME-ARP rental unit or the use and maintenance of HOME-ARP TBRA. A Qualified Organization may make rental subsidy payments and a security deposit payment on behalf of a qualifying household.

Consortium Management and Oversight:

- Rental Assistance Contract: HOME-ARP TBRA must be provided through a rental assistance contract with the Qualified Organization, an owner and the qualifying household in a tri-party contract.
- Lease and Sublease: The Consortium must require and verify that there is an executed lease between the qualifying household and the owner of the rental unit or a between an owner, a Qualified Organization and the qualifying household. The Qualified Organization must comply with tenant protection requirements in accordance with 24 CFR 92.253(a). The Consortium may permit a Qualified Organization to execute a lease with an owner for an individual unit or a master lease for more than one unit restricted for occupancy by HOME-ARP TBRA households.
- Written Agreement with Qualified Organization: The Consortium must enter into a written agreement with the Qualified Organization if the HOME-ARP TBRA rental assistance contract is not with the Qualified Organization and the Qualified Organization will be receiving the HOME-ARP TBRA subsidy directly from the Consortium.

EXHIBIT “D”

BUDGET SUMMARY DESCRIPTION

Project Name: Tenant Based Rental Assistance

Description of Activity: The HOME-ARP funds provided by the City of Martinsburg as the Participating Jurisdiction (PJ) for the Eastern Panhandle HOME Consortium of West Virginia (EPHWV) will be used to assist individuals and families who have low or extremely low income. The program would include monthly case management, training, support services, budgeting and life skills, linkages to community resources, security deposits, utility deposits, rental and utility assistance.

Following is a detailed breakdown of the project Budget:

Uses of Funds (Budget):

A. Personnel/Development/Operations	\$ 425,159.00
B. Contracted Services	\$ 12,883.00
C. Maintenance	\$ 14,000.00
D. Consumable and Food Supplies	\$ 65,817.00
E. Occupancy/Operating/Direct Services	\$ 314,856.00
Total:	\$ 832,715.00

Sources of Funds:

1. HOME-ARP Funds	\$ 60,000.00
2. CDBG	\$ 20,000.00
3. United Way, EWVCF, ECOLAB, Food Lion	\$ 227,392.00
4.ESG, HOPQA, TBRA	\$ 351,602.00
5.Undeclared Funds – DHHR, City, County	\$173,721.00
Total:	\$ 832,715.00

EXHIBIT "E"

COMMUNITY DEVELOPMENT DEPARTMENT MINORITY AND WOMEN'S BUSINESS ENTERPRISES POLICY CITY OF MARTINSBURG, WEST VIRGINIA

AFFIRMATIVE ACTION PROGRAM FOR MINORITY& WOMENS BUSINESS ENTERPRISE

The Community Development Department of the City of Martinsburg, State of West Virginia, hereby establishes an Affirmative Action Policy for the implementation, promotion, and execution, of a Minority Business Program and Women's Business Program (MBE/WBE), in conformance with the objectives and provisions of Executive Order 11625 and as hereinafter prescribed.

POLICY: It shall be the policy of the City of Martinsburg to "effectively accomplish" the objectives, intent, and requirements of Executive Order 11625, by exercising all feasible means and efforts for achieving maximum successful results in carrying out the provisions of Executive Order 11625.

OBJECTIVES: To act affirmatively in seeking and establishing opportunities and assistance to MBE/WBE Enterprises, for their participation in providing services, materials, and supplies that are financed in whole or in part by the HUD CDBG and HOME grants.

DEFINITION OF MBE/WBE ENTERPRISE: " MBE/WBE Enterprise" is construed to mean a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. Such persons include, but are not limited to, black Americans, Hispanic Americans, Native Americans, Asian- Pacific Americans, other minorities or women. Control of a business that is incorporated, means ownership of not less than 51% of the corporate shares by one or more of the minorities described hereunder.

BOUNDARIES: There are no boundaries to the area of coverage for the MBE/WBE Program. However, priority consideration shall be afforded to the immediate geographic area referred to as the Eastern Panhandle of West Virginia.

GOALS: The Community Development Department shall make an estimate of the amount of services, materials, and supplies, which will can be utilized available for Minority Business Enterprise especially at the beginning of any project funded with federal funds such as the CDBG and HOME program funds.

BIDDING PROCEDURE: All advertisement of public Notices involving invitations for Bids or Proposals shall contain a reference to Executive Order 11625 and the requirement for adherence to the provisions thereof. All public Notices involving Invitations for Bids or Proposals shall be advertised in a local newspaper of general circulation in conformance with applicable laws and ordinances. The Invitations for Bids or Proposals shall indicate that the successful Bidder or Contractor must utilize MBE/WBE Enterprise located within the geographic area, to the maximum feasible extent. Bidding procedures shall otherwise conform to applicable Federal and State laws and City of Martinsburg Ordinances.

CONTRACT PROVISIONS: Contracts awarded by the City of Martinsburg shall contain the "Provisions and Procedures" pertaining to Employment Opportunities for Business and Lower Income Persons in compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended. Such contracts shall specify that the same provisions and procedures must be inserted by the Contractor in all sub-contracts for compliance by all sub-contractors. Contracts awarded by the City of Martinsburg shall also contain conditions for compliance with the requirements and provisions of Executive Order 11625 pertaining to the MBE/WBE Program; including provisions specifying that all sub-contracts must contain the same conditions for compliance with the provisions of Executive Order 11625. Contractors and sub-contractors shall be required to provide periodic evidence of their good faith efforts for compliance with the requirements hereunder.

COMPLAINT AND REMEDIAL PROCEDURE: Complaints shall be channeled to the City's Community Development Department for prompt investigation and remediation. If necessary, the matter shall be referred by the City of Martinsburg to the Equal Opportunity Division in the Pittsburgh Area Office of the Department of Housing and Urban Development, for advice or assistance.

EVALUATION: The CDBG and HOME Administrator shall periodically evaluate the MBE/WBE Program to determine its progress, effectiveness, success or failures, and institute any improvements which is warranted by the evaluation.

REPORTING: The efforts and results of the City's Affirmative Action Program for MBE/WBE Enterprise shall be included in the City's Consolidated Annual Performance Evaluation Report (CAPER) annually.

EXHIBIT “F”

COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF MARTINSBURG AFFIRMATIVE MARKETING POLICY AFFIRMATIVE MARKETING FOR THE HOME PROGRAM

The Community Development Department of City of Martinsburg has an Affirmative Marketing Agreement and Statement (see below) that is included in all HOME written agreements. Furthermore, the City requires a written tenant selection policy from owners of rental properties as part of the HOME agreement.

HOME PROGRAM AFFIRMATIVE MARKETING POLICY AND PROCEDURES STATEMENT

In accordance with the regulations of the HOME Program (CFR 92.351), the Community Development Department of the City of Martinsburg has adopted affirmative marketing procedures for housing containing five or more units that are assisted with HOME Program funds. In furthering the city's commitment to non-discriminating and equal opportunity in housing, it has set up affirmative marketing procedures based on those established by the Community Development Department under the HUD Rental Rehabilitation Program (24 CFR Part 511).

1. The Community Development Department SHALL inform the public, owners, and prospective tenants about the Fair Housing Laws in the following ways:
 - ▶ Include Fair Housing documentation and the Affirmative Marketing Statement in the HOME Program Written Agreement for each project funded;
 - ▶ Place special notices and announcements about Fair Housing in The Journal and/or other local media sources;
 - ▶ Support local Fair Housing workshops
 - ▶ Provide potential tenants, through CHDO's and other owners with information on Fair Housing and the Affirmative Marketing Policy.
2. The Community Development Department will require owners in the HOME program to carry out the affirmative marketing procedures and requirements as follows:
 - ▶ Sign the Affirmative Marketing Agreement indicating the owner's willingness to comply with this Affirmative Marketing Policy and Procedures Statement and participate in the Community Development's Fair Housing efforts;
 - ▶ Notify the City and appropriate agencies when there are vacant units available;
 - ▶ Use additional methods of announcing rentals such as advertisements in local newspapers, notices to Neighborhood groups, and the use of the Equal Housing Opportunity logo and/or slogan;

- ▶ Adopt procedures to inform and solicit applications from individuals not likely to apply for housing without special outreach. These would include but not be limited to outreach to community organizations, fair housing groups and counseling agencies;
- ▶ Keep records describing efforts to affirmatively market vacant units as well as records assessing the results of these efforts.

3. The Community Development Department shall keep records describing the actions taken by the City and HOME participants to affirmatively market units and the assessments of the results of these efforts.
4. The Community Development Department will include the use of the Equal Housing Opportunity logo and/or slogan on all applications for homeownership as well as include the logo and/or slogan on all print ads.
5. The Community Development Department will perform an annual written assessment of the effectiveness of the Affirmative Marketing Procedures in the Annual Performance Report as required by HUD.

WHEREAS, it is mutually understood that the purpose of this Agreement is to establish and implement an AFFIRMATIVE ACTION PROGRAM AND COMPLIANCE PROVISIONS as provided hereunder, to ensure Equal Opportunity in employment practices and policies during execution of said contract, and

WHEREAS, it is mutually understood and agreed that the sub-recipient and the Community Development Department will cooperate in the implementation, administration, and enforcement of the Affirmative Action Program and Compliance Provision will apply to any subcontractor hereafter approved under provisions of the said contract for the supply of services and/or materials requiring compensation in excess of TEN THOUSAND DOLLARS (\$10,000.00);

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- (1) The Contractor will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964; comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1968; implement an Affirmative Action Program as provided under Part II of this Agreement and administer and enforce the said Affirmative Action Program as prescribed by the Terms and Conditions set forth under said Part II of this Agreement, it being understood that said Part II of this Agreement comprises either the City's Standard Affirmative Action Compliance Program or in lieu thereof, the Contractor's Affirmative Action Program which has been heretofore approved by the U.S. Department of Housing and Urban Development.
- (2) That the Community Development Department will cooperate with the Contractor in the enforcement of the said Affirmative Action Compliance

Program as more specifically set forth under Part II of this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

Contractor

Attest

Title

CITY OF MARTINSBURG, WEST VIRGINIA

Attest

Kevin Knowles, Mayor

RESOLUTION 2024-27

RESOLUTION OF THE COUNCIL OF THE CITY OF MARTINSBURG AMENDING THE FY 2020 CDBG PROGRAM BUDGET AND ANNUAL ACTION PLAN

WHEREAS, the City of Martinsburg, West Virginia is a recipient of funds under the Community Development Block Grant Program (CDBG) as administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Martinsburg has adopted a FY 2020 CDBG Annual Action Plan for the use of CDBG funds on July 9, 2020; and

WHEREAS, the City of Martinsburg has previously agreed to abide by the Federal Regulations which govern the use and administration of CDBG funds; and

WHEREAS, the City of Martinsburg is allowed by those regulations to make amendments to an annual action plan in accordance with the City's Citizen Participation Plan; and

WHEREAS, it is necessary to make an amendment to the previously approved CDBG program activities funded under the FY 2020 CDBG Programs; and

WHEREAS, this is considered a substantial amendment in accordance with the City's Citizen Participation Plan since it is reallocating funds from one eligible public improvement activity to another eligible public improvement activity from the 5-year Consolidated Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARTINSBURG, BERKELEY COUNTY, WEST VIRGINIA, AS FOLLOWS:

The following activities in the FY 2020 CDBG Annual Action Plans is amended as follows:

- **CDBG-CV (COVID) 20-22 – CDBG-CV Administration** – decrease the line-item amount by \$15,000 and reprogram the funds to **CDBG-CV-20-24 CNI Bethany House Case Management, a new eligible activity**.
- **CDBG-CV- 20-21 CDBG-CV Small Business Assistance** decrease the line amount by \$10,000 and delete the project/activity. Reprogram the funds to **CDBG-CV-20-24 CNI Bethany House Case Management**. Funds will be allocated to CNI for case management at the Bethany House, an emergency shelter for women and children.

IN WITNESS WHEREOF, I Kevin Knowles, Mayor of the City of Martinsburg, West Virginia have hereunto set my hand and caused the official seal of the City of Martinsburg to be affixed this 12th day of December, 2024.

ATTEST:

CITY OF MARTINSBURG, WV

Gena L. Reese, City Recorder

Kevin Knowles, Mayor

Martinsburg Police Department

Chief Erin P. Gibbons

125 W. Race St. Martinsburg WV. 25401

Phone: (304) 264-2100 Fax: (304) 264-2110

Martinsburgpd.org



To: Kevin Knowles, Mayor
City Council Members
Andy Blake, City Manager

From: Erin Gibbons
Chief of Police

Subject: In-Car Computer (MDT) Pilot Program

Date: Monday, December 2nd. 2024

Dear Members of the City Council,

I am requesting approval to reallocate funds previously designated for ammunition to support a pilot program for in-car computers (MDTs). Through careful planning and efficient use, we are confident that our current ammunition inventory will carry us through the next budget cycle without compromising readiness or training.

This initiative will equip three patrol vehicles with MDTs, allowing officers to perform essential reporting tasks from their vehicles. This will reduce time spent at the station, increase community presence, and enhance overall efficiency. While our ultimate goal is to equip all patrol vehicles with computers for reporting and e-ticketing, this pilot program will allow us to identify and address any challenges before a full-scale implementation.

The amount requested to be repurposed is \$15,000 from the Police Levy account. Please see the attachments for details.

Thank you for considering this request. Please let me know if additional details are needed.

Respectfully,

Chief E. Gibbons
Chief Erin Gibbons



Estimate
EST-13841

Hall Public Safety Upfitters

2002 Midway Dr.
Twinsburg, Ohio 44087
3304251626
Hallpublicsafety.com

Remit to/Mailing Address
12400 Beechlawn Ave. N.E.
Alliance, Ohio 44601

Customer

Berkeley County Council

400 West Stephen Street, Suite 301
Martinsburg, WV 25401

Estimate Date : November 25, 2024

Expiration Date : December 24, 2024

Ship To

750 Baltimore St
Martinsburg, WV 25401

Project : Martinsburg PD

Sales rep : Donna Calvey

#	Item & Description	Qty	Rate	Amount
1	Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Adapter SKU : C-MD-119	1.00 EA	311.95	311.95
2	Havis 8.5" Telescoping Pole, side mount, short handle SKU : C-HDM-204	1.00 EA	195.50	195.50
3	Havis Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks With Advanced Port Replication & LIND Power Supply SKU : DS-DELL-422	1.00 EA	1,033.83	1,033.83
4	Havis Docking Station For Dell 5430, 7330, 5420, 5424 & 7424 Notebooks With Standard Port Replication & LIND Power Supply SKU : DS-DELL-422	1.00 EA	884.82	884.82
5	Havis Charge Guard battery saver/timer SKU : CG-X	1.00 EA	90.95	90.95
6	Havis Printer Mount With Top Paper Feed for Brother PocketJet Printer SKU : C-PM-1001	1.00 EA	137.89	137.89
7	Havis Screen Support For DS-DELL-4X0 Series Docking Stations SKU : DS-DA-412	1.00 EA	73.95	73.95
8	Havis Printer Mount for Brother RuggedJet 4200 Series Printer SKU : C-PM-128	1.00 EA	80.75	80.75
				Sub Total \$ 1,844.07
				Shipping charge 50.00
				Total \$1,894.07

Notes

Mounting Equip.	\$ 1,894.07
Zebra Printer	\$ 850.00
Dell Lat. 5430 / 256 GB	<u>\$ 1,503.72</u>
	\$ 4,247.79

Thank you for your business !!

****Remit to/Mailing Address****

12400 Beechlawn Ave.
Alliance, Ohio 44601

Terms & Conditions

Estimate is good for 30 days

IT SAVVY

QUANTITY	DESCRIPTION	ETA	UNIT	TOTAL
3.00	Dell Latitude 5430 14IN Rugged 2- instock I5-1145G7 16GB 256GB W11	1- B/O 1wk	\$1,503.72	\$ 4,511.16
SHIPPING:			\$	-
TOTAL:			\$	4,511.16

IT SAVVY

QUANTITY	DESCRIPTION	ETA	UNIT	TOTAL
3.00	Dell Latitude 5430 14IN Rugged I5-1145G7 16GB 212GB W11 - touchscreen	\$2,032.02	\$	6,096.06
SHIPPING:			\$	-
TOTAL:			\$	6,096.06

Provantage

QUANTITY	DESCRIPTION	ETA	UNIT	TOTAL
3.00	Dell Latitude 5430 14IN Rugged I5-1145G7 16GB 256GB W11	2 - In stock - B/O 4-6 wks	1	\$1,440.00 \$ 4,320.00
SHIPPING:				\$ -
TOTAL:				\$ 4,320.00

Provantage

QUANTITY	DESCRIPTION	ETA	UNIT	TOTAL
3.00	Dell Latitude 5430 14IN Rugged I5-1145G7 16GB 256GB W11 - Touchscreen	In-stock		\$1,950.00 \$ 5,850.00
SHIPPING:				\$ -
TOTAL:				\$ 5,850.00

CDWG

CDWG				
QUANTITY	DESCRIPTION	ETA	UNIT	TOTAL
3.00	Dell Latitude 5430 Rugged - 14" - Intel Core i5 - 1145G7 - vPro - 16 GB RAM - 512 GB SSD	unknown	\$	3.00
	SHIPPING:		\$	-
	TOTAL:		\$	3.00

CDWG

CDWG				
QUANTITY	DESCRIPTION	ETA	UNIT	TOTAL
3.00	Dell Latitude 5430 Rugged - 14" - Intel Core i5 - 1145G7 - vPro - 16 GB RAM - 512 GB SSD - Touchscreen		\$2,587.01	\$ 7,761.03
			\$	-
	SHIPPING:		\$	-
	TOTAL:		\$	7,761.03



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