

AGENDA
NITRO CITY COUNCIL
JULY 19, 2016
Amended July 15, 2016
7:00 pm

CALL TO ORDER: Mayor Dave Casebolt
Ward 1 Councilwoman Donna S. Boggs
Ward 3 Councilwoman Laurie Elkins
Councilman at Large Bill Javins

Recorder Rita Cox
Ward 2 Councilman Bill Racer
Ward 4 Councilman Michael Hill
Councilman at Large John Montgomery
Councilman at Large Andy Shamblin

INVOCATION/PLEDGE OF ALLEGIANCE

FUTURE DATES OF COUNCIL: August 2 and 16, September 6 and 20

APPROVAL OF COUNCIL MINUTES: July 5

RECOGNITION OF COMMENDATIONS FOR NITRO FIREFIGHTERS: Mayor Dave Casebolt

OLD BUSINESS

RELIEF FOR SENIORS: Bob Schamber

PURCHASE OF EARLY LITERACY STATION FOR LIBRARY/\$2900: Mayor Dave Casebolt

NEW BUSINESS

BUDGET REVISION AND RESOLUTION/GENERAL FUND: John Young

NDA CITY COUNCIL REPRESENTATIVE APPOINTMENT: Mayor Dave Casebolt

TREASURER REPORT: John Young

ATTORNEY REPORT: Johnnie Brown

MAYOR COMMENTS

COUNCIL COMMENTS

PUBLIC COMMENTS

POTENTIAL REAL ESTATE PURCHASES/POLICE DEPARTMENT BUILDING AND LAND
PURCHASE/EXECUTIVE SESSION: Mayor Dave Casebolt

ADJOURNMENT

NITRO CITY COUNCIL
MINUTES
JULY 19, 2016

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

INVOCATION/PLEDGE OF ALLEGIANCE: Councilman Andy Shamblin gave the Invocation and the Pledge of Allegiance was led by Councilman Bill Javins.

FUTURE DATES OF COUNCIL: Mayor Casebolt said the future dates of Council are August 2 and 16 and September 6 and 20.

APPROVAL OF COUNCIL MINUTES: RECORDER COX MADE THE MOTION THAT THE MINUTES OF JULY 5 BE APPROVED AND THE SECOND WAS BY COUNCILMAN JAVINS. THE MOTION CARRIED.

RECOGNITION OF COMMENDATION FOR NITRO FIREFIGHTERS: The item was postponed until a future meeting.

OLD BUSINESS

RELIEF FOR SENIORS: COUNCILMAN RACER MADE THE MOTION THAT COUNCIL PAY THE SALARY OF AN EMPLOYEE FOR THE SENIOR PROGRAM AT THE COST OF \$26,000 FOR THE YEAR WITH \$16,000 COMING FROM HOTEL/MOTEL TAX AND \$10,000 COMING FROM GENERAL FUND. THERE WAS A SECOND BY COUNCILMAN JAVINS AND COUNCIL VOTED UNANIMOUSLY FOR THE MOTION.

PURCHASE OF EARLY LITERACY STATION FOR LIBRARY/\$2900: COUNCILMAN MONTGOMERY MADE THE MOTION THAT THE EARLY LITERACY STATION FOR THE LIBRARY BE PURCHASED FOR \$2900 FROM AWE DIGITAL LEARNING CENTER WITH A SECOND BY RECORDER COX. THE MOTION CARRIED.

NEW BUSINESS

BUDGET REVISION AND RESOLUTION/GENERAL FUND: RECORDER RITA COX MADE THE MOTION THAT THE RESOLUTION AND BUDGET REVISION FOR THE GENERAL FUND BE ADOPTED. THERE WAS A SECOND BY COUNCILWOMAN LAURIE ELKINS AND THE MOTION CARRIED.

NDA CITY COUNCIL REPRESENTATIVE APPOINTMENT: COUNCILMAN ANDY SHAMBLIN MADE THE MOTION THAT COUNCILWOMAN DONNA BOGGS BE APPOINTED AS COUNCIL REPRESENTATIVE TO THE NDA WITH A SECOND BY COUNCILMAN MONTGOMERY. VOTE WAS UNANIMOUS FOR THE MOTION.

TREASURER REPORT: John Young said that he did not have a report since the final numbers for the fiscal year 2015-2016 have not be put together.

ATTORNEY REPORT: Johnnie Brown said he has been working with Chief Walker on putting together policies for the Nitro Police Department as well as doing some training.

MAYOR COMMENTS: Mayor Casebolt said the Branding Committee for the city continues to meet and make excellent progress. The next meeting will be at 9:00 am tomorrow and he invited Council members to come if possible with the meetings being held at the NDA Building. He said that work on Streetscape has started on 21st Street which will include the park on the corner of 21st Street and Second Avenue.

COUNCIL COMMENTS: Councilman John Montgomery said that he was working on the steps that need to be taken to apply to the Home Rule Board for permission to add an ordinance to allow alcohol to be served during Sunday brunch. He said the groundwork needs to be laid before the October quarterly meeting of the board.

Councilman Bill Javins said that the Paving committee will meet tomorrow at 5:30 to begin their assessment of asphalt and concrete work that needs to be done.

Councilwoman Laurie Elkins said that the 11-12 year girls are playing the state Little League Tournament and said she hoped they are successful.

PUBLIC COMMENTS: Nathan Wills said the brown signs for the Nitro Museum have been approved for installation on Interstate 64.

POTENTIAL REAL ESTATE PURCHASES/POLICE DEPARTMENT BUILDING AND LAND PURCHASE/EXECUTIVE SESSION: COUNCILMAN BILL RACER MADE THE MOTION THAT COUNCIL ENTER INTO EXECUTIVE SESSION TO DISCUSS POTENTIAL REAL ESTATE PURCHASES/POLICE DEPARTMENT BUILDING AND LAND PURCHASE WITH A SECOND BY RECORDER RITA COX. VOTE WAS UNANIMOUS FOR THE MOTION.

EXECUTIVE SESSION-7:44 pm

COUNCIL RESUMED-8:10 pm

COUNCILMAN MONTGOMERY MADE THE MOTION THAT A COMMITTEE BE FORMED CONSISTING OF COUNCILMEN JAVINS, MONTGOMERY, AND HILL, COUNCILWOMAN BOGGS, MAYOR CASEBOLT AND CHIEF WALKER TO NEGOTIATE WITH THE OWNERS IN CONSIDERATION OF THE TERMS AND AN OFFER FOR THE PROPERTY AT 497 1ST AVENUE AND REPORT BACK TO COUNCIL. THE SECOND WAS BY COUNCILMAN JAVINS AND VOTE WAS UNANIMOUS FOR THE MOTION.

ADJOURNMENT: COUNCILMAN JAVINS MADE THE MOTION FOR ADJOURNMENT WITH A SECOND BY COUNCILMAN RACER. VOTE WAS FOR THE MOTION.

DAVE CASEBOLT, MAYOR

RITA COX, RECORDER



Inspiring discovery.
Preparing lives.™



Cash for Computers Special - Purchase Quotation – Version 12

Quotation developed for: Breana Bowen Date: July 11, 2016
 Organization ("Customer"): Nitro Public Library Valid until: September 30, 2016
 New Customer? ** Orders will NOT be accepted after 9/30/16

Item Number	Product	Quantity	Unit Cost	Total
Early Literacy Station™ (on All-In-One hardware platform):				
11.0.35.ENG	Early Literacy Station™ English Educational Discount (1-9 units)	1	\$ 3,150.00	\$ 3,150.00
11.0.35.ENG	Early Literacy Station™ English Volume Discount (10-24 units)	0	\$ 2,993.00	\$ -
11.0.35.ENG	Early Literacy Station™ English Volume Discount (25-49 units)	0	\$ 2,835.00	\$ -
11.0.35.ENG	Early Literacy Station™ English Volume Discount (50+ units)	0	\$ 2,678.00	\$ -
Cash for Computers Special:				
CFC	Cash for Computers Special Credit		\$ (300.00)	\$ (300.00)
Number of Cash for Computers Credits:		1	\$ 300.00	\$ 300.00

GROUP SPECIAL

SHIPPING

Shipping - All in One's 1 \$ 50.00 \$50.00
 Estimated Sales Tax → 0.000% \$ -
TOTAL \$2,900.00

Market: Library [LIB-LIB]

If you are exempt, please include a copy of your sales tax certificate

NOTE: An authorized customer contact should sign and return a copy of this quote to AWE within 30 days, to accept this price quote

AWE Acquisition, Inc. Nitro Public Library CFC_Q3_062916

Dennean Handfield/Kathleen Seamon (Signature)	7/11/2016 Date	(Signature)	Date
Dennean Handfield / Kathleen Seamon (Print Name)		Senior Account Executives (Title)	

When fully executed, this document, including the attached Terms and Conditions which are incorporated herein by reference, is a binding Agreement

* All invoices are sent via email unless otherwise requested Check here if you require a paper invoice

From where do the funds for this purchase originate? _____

Bill To Information

Ship To Information

Name: Lynn Godby
 Organization: Nitro Public Library
 Address: 1700 Park Avenue
 City, State, Zip: Nitro, WV 25143
 Phone / Fax: 304-755-4432/304-545-2343
 Email: lynn.godby@kanawhalibrary.org

Name: Lynn Godby
 Organization: Nitro Public Library
 Address: 1700 Park Avenue
 City, State, Zip: Nitro, WV 25143
 Phone / Fax: 304-755-4432/4304-545-2343
 Email: lynn.godby@kanawhalibrary.org

PAYMENT TYPE: Net 15 Terms or Credit Card: VISA MC DISC AMEX / # _____ EXP. _____

NAME ON CREDIT CARD (If Applicable):

Key (primary AWE) Contact NAME: Lynn Godby Email: SAME Phone: 304-755-4432
 Warranty & Upgrade Contact NAME: Lynn Godby Email: SAME Phone: 304-755-4432

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2501 Seaport Drive, Suite # 410 SH • Chester • Pennsylvania, 19013
 Phone (610) 833-6400 • Fax (610) 833-6440 • Email: orders@awelearning.com • www.awelearning.com

Terms and Conditions

General: These Terms and Conditions are incorporated by reference into each Quotation or Purchase Agreement with an invoice to Customer, and form part of a legally binding agreement between Customer and AWE Acquisition, Inc. ("AWE"), which are referred to herein as either "Terms and Conditions" or this "Agreement." Customer agrees to these Terms and Conditions by 1) entering into a Purchase Agreement with AWE; 2) accepting delivery of and/or using the material or service provided by AWE to Customer; or 3) downloading, installing or using any software or content provided to you by AWE. These Terms and Conditions are subject to change without prior notice.

Invoicing and Payment: AWE will invoice Customer for all AWE learning products and related accessories when they are shipped to the Customer. AWE will invoice Customer for subscription and renewal products including all ELF™ products when activated. All invoices are sent via e-mail unless Customer provides a written request for a hardcopy. Emailed invoices are binding as a paper invoice even if a paper invoice is requested. Customer agrees to make payment for the full invoice amount due to AWE according to the invoice to Customer within 15 days of the invoice date ("Due Date"). Any payment received after the Due Date is considered past due ("Past Due").

Returns and Exchanges: Customer has thirty (30) calendar days to return or exchange an item from the date it was received. Only items that have been purchased directly from AWE can be returned or exchanged. To return or exchange an item to AWE, Customer must first email support@awelearning.com to request a return merchandise authorization (RMA) number. All returned items must be repackaged in their original packaging with all cords, adaptors, and documentation that were included with the original shipment. Partial returns will not be accepted. All returns must be received by AWE within twenty (20) calendar days from the RMA issuance date. A restocking fee of 15% (of the non-discounted item price) will be charged to Customer for all returns and exchanges. Customer will also be charged for all applicable return shipping and packaging costs. No returns or exchanges are accepted on ELF Child-Safe Browser™ or ELF Reading & Reference™ subscription licenses.

Delinquent Payment: The Customer agrees to pay interest on all Past Due amounts at the lesser of 1.5% per month or the highest rate allowed by law. In the event legal action is required to collect any amount due, Customer also agrees to pay collection costs and attorney's fees incurred by AWE in a successful collection effort. AWE may suspend services, suspend further shipment of product(s) and/or terminate the Agreement in the event that Customer fails to make full payment within thirty (30) days after receiving notice of delinquency. Notice of delinquency may be sent via email or hard copy. Termination of the Agreement shall not alter Customer's obligation to make full payment under this Agreement.

End User Rights Granted: Access to and use of ELF™ and other software, and all other information, administrative tools, and documentation that may be included in or with AWE products (the "Content") are non-exclusively licensed, and not sold, to Customer, without the right to grant sublicenses, re-sell, distribute or otherwise commercially exploit. During the term of this license and any subsequent license renewals (the "License Period"), AWE grants the Customer the right only to use the Content as an End User. Customer shall not copy in whole or in part (except for back-up purposes only), reproduce, modify, adapt, translate, auction, loan, lease, assign or transfer the Content, or create derivative works based upon the Content. The ELF Child-Safe Browser™ or ELF Reading & Reference™ is licensed for the number of building licenses granted by this Agreement. AWE defines a building or location license as a maximum of 500 active installations distributed from a discrete Customer location. Customer obtains no right, title or interest to any intellectual property owned by AWE or residing in the Content. Any unauthorized use by Customer of the Content shall immediately and automatically terminate the license granted herein.

Limited Warranty on Hardware: Hardware warranties are an extension of, and limited to, the OEM warranty. AWE warrants that hardware products and accessories sold by AWE will be free against defects in materials and workmanship when used normally during the warranty period. Warranty periods vary by product. The Warranty does not cover defects or problems resulting from: (i) External causes such as accident, abuse, misuse, or electrical power problems; (ii) Servicing not authorized by AWE; (iii) Usage not in accordance with product instructions; (iv) Improper or unauthorized maintenance or modification; or (v) Usage of accessories, parts, or components not supplied or supported by AWE. This Limited Warranty does not cover any Products for which AWE has not received payment.

Warranty, Upgrade and Services Period on Bundled Products: AWE bundled hardware and software desktop products ("AWE Learning Stations") include a three-year limited warranty period, up to two periodic software upgrades, and On-line Services from the date of shipment. AWE bundled hardware and software tablet products ("AWE Tablets") include a two-year limited warranty, no software upgrades, and On-Line services from the date of shipment. AWE's limited warranty on AWE Learning Stations and AWE Tablets is limited to the computer, software, keyboard, and mouse. Optional accessories do not include a warranty.

Optional Extended Warranty, Upgrade and Services Period: Extended warranty, upgrade, and services are available for purchase for year four and five on eligible hardware and software products and accessories. Warranty, upgrade, and service periods must run consecutively (e.g., a year five extension may not be purchased without the purchase of a year four extension) and cannot exceed five years from the original date of shipment. Each one-year warranty, upgrade, and service extension will entitle Customer to all software updates during the extension period to the extent a software upgrade is released. AWE will notify Customer periodically of software upgrades as they become available. Customer is responsible for informing AWE of any changes to Customer's contact information and for scheduling and coordinating software upgrade installations.

Optional Accidental Damage Warranty: Optional accidental damage warranty is available for purchase on eligible AWE Tablets. Accidental damage warranty provides coverage for certain physical loss or damage not covered by the limited hardware warranty as specified herein. AWE agrees to repair or replace tablet products covered under the accidental damage warranty during the coverage period for any physical loss or damage caused by: i) Accidental liquid spill in or on the tablet; ii) Accidental damage to the tablet due to unintentional drop or collision; or iii) Physical damage caused by any power surge. Accidental damage warranty does not cover physical loss or damage caused by: i) Damage due to being submerged in liquid or due to fire, flood, or other acts of nature; ii) Intentional damage; iii) Normal wear and tear; iv) Cosmetic damage; or iv) Theft or loss. AWE's liability is limited in the aggregate to the total purchase price of the tablet as evidenced in a valid purchase invoice. AWE may at its discretion decide to repair or replace the damaged item with items similar or equivalent to the original purchased item. There is a limit of only one claim per registered serial number.

On-line Services: On-line services include Customer access to AWE's customer web portal, Customer account management, usage tracking, and all on-line reporting and dashboard facilities ("On-line Services"). AWE maintains the right to disable On-line Services for Customer products whose warranty,

Terms and Conditions (cont'd)

Technical Support and FAQ: For a list of frequently asked questions (FAQs) or to make a technical support request please visit us online at <http://awelearning.com/support/> or email us at support@awelearning.com.

Limitation of Liability: AWE warrants that it will perform all services associated within this agreement in a professional and workman like manner. In no event will AWE's liability whether in contract or tort, exceed the total amount of the fees and expenses paid to it by the Customer under this Agreement. Access to the ELF Child-Safe Browser™ and ELF Reading & Reference™ software content is provided on an "as is" basis and AWE makes no representations or warranties, either express or implied, of any kind with respect to the content and disclaims all warranties, express or implied, including, but not limited to, the merchantability and fitness for a particular purpose or the continued availability for use of the content. In the event of termination of access to the Content, in the case of subscribers, AWE's liability shall be limited to the refund to a registered subscriber of any subscriber fees corresponding to a pre-paid subscription. Institutional subscribers such as schools, child care, and libraries should independently verify that all Content provided via ELF is appropriate for the intended audience or educational purpose. AWE's liability for warranty replacement or repair is as stated above, and shall be strictly construed. AWE has no liability whatsoever for indirect, consequential or incidental damages under contract or tort or claims of loss of data, revenue or profits.

Liability and Indemnification: AWE shall indemnify, defend and hold harmless Customer, its officers, employees and designated representatives from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of an assertion that Customer's use of Content infringes on the intellectual property rights of a third party, or for bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was proximately caused by the intentional or negligent acts of any of AWE's officers, employees, agents or authorized sub-contractors (including suppliers). Customer shall indemnify defend and hold harmless AWE, its officers, employees and designated representative from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death) and/or damage to real or tangible personal property, provided that the injury or damage was caused by the intentional or negligent acts Customer's its officers, employees, agents or authorized sub-contractors (including suppliers).

Proprietary, Confidential and Non-Disclosure Agreement: Each party acknowledges that all information concerning the other party which is designated by the party as "Confidential and Proprietary" shall be deemed to be Confidential and Proprietary Information. Confidential and Proprietary Information is not meant to include any information, which, at the time of disclosure, is generally known by the public. Each party agrees that it will not permit the duplication, use, or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of their obligation under this Agreement and as necessary to secure the performance of obligations hereunder by legal means), unless authorized in writing by the other party. Neither party shall use the name(s), trademark(s) or trade name(s), whether registered or not, of the other party in publicity releases or advertising without securing the prior written approval of the other party, such approval not to be unreasonably withheld; provided that AWE shall have the right, without Customer's approval to use Customer's name in its general list of customers. Each party agrees to hold in confidence any such Confidential and Proprietary information disclosed pursuant to this Agreement for a period of 3 years from the effective date of this Agreement. The parties shall have no obligation to maintain such information in confidence provided, they can show that such information (i) was in their possession prior to disclosure of such information, (ii) is or becomes publicly available through no fault of the party or (iii) was developed by the party independent of this Agreement.

Ownership Rights: AWE shall retain all right, title and interest in all technical information, inventions, patents, trade secrets, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether or not patentable or copyrightable, that are developed pursuant to performance of the services hereunder, or are included in the Content.

Relationship and Right to Employ: AWE is an independent contractor and nothing in this Agreement shall be deemed to create a partnership or joint venture between Customer and AWE. As an independent contractor, AWE shall be responsible for withholding and paying all employment taxes, unemployment insurance, workers' compensation insurance and benefits for its employees. During the term of this Agreement, and any extensions thereto, Customer and AWE agree not to engage in either solicitation or recruitment of each other's employees.

Term: This Agreement shall be effective when signed by both the Customer and AWE and thereafter remain in effect as hereinafter stated (unless otherwise stated in the Agreement). All AWE Learning Stations have an initial term of three years from the date of shipment, unless otherwise extended. AWE Tablets have an initial term of two years from the date of shipment, unless otherwise extended. All ELF Child-Safe Browser™ or ELF Reading & Reference™ and subscription licenses have an initial term of one year from the date of activation, unless otherwise extended.

Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

Final Agreement: This Agreement and exhibits contain the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the services. This Agreement cannot be modified except in a writing signed by both parties.

Customer Loyalty Program

General: The Customer Loyalty Program provides eligible Customers with a discount off the purchase of a new AWE Learning Station or AWE Tablet in-return for exchanging, recycling, or repurposing a previously purchased AWE Learning Station or AWE Tablet. AWE requires that certain models be sent back to its return center. Your sales representative will identify models that need to be sent back. AWE will provide free shipping and packaging for return of those specific models. The Customer Loyalty Program is subject to change without prior notice.

Eligibility: Any Customer who has previously purchased an AWE Learning Station or Tablet, and desires to exchange, recycle, or repurpose it, in-return for a discount off the purchase of a new AWE Learning Station or Tablet is eligible to participate in the Customer Loyalty Program. Only one credit will be provided per exchanged, recycled, or repurposed computer. Customer acknowledges and agrees that by participating in the Customer Loyalty Program, that it owns the property free and clear of any lien or encumbrance and that it has full power and authority to transfer the ownership of said property. AWE maintains the right to determine whether a previously purchased AWE product must be exchanged or recycled in order to be eligible to participate in the Customer Loyalty Program.

Scheduling and Shipping: Participating customers who are exchanging a previous purchase (not recycling it) will receive shipping instructions and shipping labels as part of their replacement purchase. Customer is responsible for scheduling a shipping (pick-up) date and time no later than five business days after receipt of shipping materials and labels, unless mutually agreed otherwise by Customer and AWE. Equipment will be picked-up from a location accessible by the shipping company at Customer's site. Equipment will be transported to AWE's processing site within 10 business days from the date of the pick-up. Additional time required for shipments from Hawaii, Alaska and Puerto Rico is acceptable.

Packaging: Customer is responsible for packing the equipment using the packing materials received as part of the replacement purchase.

Software/Data Backup: Customer is responsible for the backup of any data Customer needs or wishes to retain and for the removal of any confidential or sensitive data, including data that may be subject to unique rules regarding disclosure, accountability, or disposal. AWE is not responsible for the restoration of any data or software removed from the system by AWE or the Customer. AWE does not accept liability for lost data or software resulting from Customer's backup activities (or failure to backup), any restoration of data or software, or for compliance with special rules that may apply to data on Customer's equipment.

Fees: There is no fee to the Customer for return scheduling and shipping services (within the continental United States) provided that the Customer meets all Terms and Conditions of the Customer Loyalty Program. However, additional fees may apply for cancelled or rescheduled shipments. Customer is responsible for any costs incurred if incorrect products are identified and sent for shipment.

Returns and Exchanges: The Customer Loyalty Program does not offer returns or exchanges. AWE will not be able to return equipment once it has been picked up. A Customer Loyalty Program order may be canceled before an equipment pick-up is performed. Cancellation requests can be made online using the support link on AWE's homepage (www.awelearning.com/support). Customer is responsible for canceling any shipping (pick-up) arrangements with such provider directly.

Not Transferable: These services are not transferable.

No Contaminated Products: The service is not intended for equipment that is or has become contaminated or suspected of being contaminated with chemicals, biological agents or other substances that are not integral to the original new equipment or otherwise associated with normal office environments.

Title and Risk of Loss: AWE will bear no risk of loss or damage to the equipment during shipment to AWE or its processing site(s). Title will be deemed to pass to AWE or its provider upon receipt and possession of the equipment by AWE or its provider.

Claims of Confidentiality of Proprietary Rights: Customer agrees that any information or data disclosed or sent to AWE, over the phone, telephonically, electronically or otherwise, is not confidential or proprietary to Customer.

Commercially Reasonable Limits to Scope of Service: In the course of providing the service, AWE may determine that the issue is beyond the scope of the service. AWE may use commercially reasonable efforts to refer Customer to the appropriate alternative resource.

Warranty: AWE warrants that it will perform the services with commercially reasonable care. AWE makes no other warranty and disclaims all other warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability: AWE will not be liable for lost profits, loss of business, lost data or software resulting from Customer's backup activities (or failure to backup), or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. Customer agrees that AWE is not liable or responsible for any amount of losses or damages above the aggregate dollar amount paid for the purchase of these services for the specific item or items of equipment which caused the losses or damages.

Ora Ash, Director
 West Virginia State Auditor's Office
 200 West Main Street
 Clarksburg, WV 26301
 Phone: 627-2415 ext. 5114
 Fax: 627-2417

Person To Contact Regarding
 Budget Revision: **John H Young**
 Phone: **304 755-0702**
 Fax: **304 755-7502**

REQUEST FOR REVISION TO APPROVED BUDGET

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

CONTROL NUMBER

2016

FY

General

FUND

1

REV. NO.

1

PG. OF NO.

Municipality

Government Type

City of Nitro
 GOVERNMENT ENTITY

PO Box 308
 STREET OR PO BOX

Nitro WV
 CITY ZIP CODE

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
299	Unassigned Fund Balance		447,632		447,632
296	Restricted Fund Balance		668,858		668,858
297	Committed Fund Balance		131,466		131,466
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES) 1,247,956

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category)

(WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
700	Police Department	1,847,086	31,924		1,879,010
706	Fire Department	1,547,428	151,816		1,699,244
410	City Council	45,220	444,536		489,756
911	Historical Commission	21,000	7,882		28,882
440	City Hall	411,141	177,795		588,936
916	Library	161,730	19,919		181,649
975	General Government	5,000	131,466		136,466
979	Culture and Recreation	32,000	266,618		298,618
951	Aging Program (Senior Citizens)	79,088	16,000		95,088
	#N/A				
	#N/A				
NET INCREASE/(DECREASE) Expenditures			1,247,956		

APPROVED BY THE STATE AUDITOR

BY: **Director, Local Government Services Division** Date

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

City Of Nitro FY Current
Balance Sheet
June 30, 2016

ASSETS

Cash Accounts General		
Receipts Account	\$	42,587.31
Disbursements Account		26,521.22
L GOV ACCOUNT		97.91
Payroll Account		29,508.52
Total Cash Accounts		98,714.96
Cash Accounts Restricted		
THF Bank Account		5,079.77
City of Nitro Hotel, Motel, Ta		131,465.89
Fairs & Festival Account		7,882.14
Fire Fee Fund		64,385.07
Firemen's Equip Fund		22,050.65
Peoples FCU CD		8,982.63
Peoples FCU CD		90,466.97
Peoples FCU CD		244,387.24
Police M-Dent		30,813.70
Police To Be Forfeited		947.01
Police Canine Fund		162.75
Coal Severance Tax Acct		10,912.44
Huntington Library Acc		19,918.86
Huntington Sales Tax		421,999.71
Sales Tax Savings		100,698.40
Total Restricted Funds		1,160,153.23
Other Current Assets		
Taxes Receivable		360,391.73
Munci Fees Receivable		525,033.65
Accts Receivable Misc		81,988.61
		<hr/>
Total Current Assets		967,413.99
Property and Equipment		
		<hr/>
Total Property and Equipment		0.00
Other Assets		
Prepaid Expenses		75,912.56
		<hr/>
Total Other Assets		75,912.56
Total Assets	\$	<u><u>2,302,194.74</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	420,673.29
State Tax Payable		(14.00)
Firemens Pension Payable		(2,199.63)
Policemens Pension Payable		(3,590.77)
Public Employees Retirement		5,273.00
Insurance Payable		918.62
Fire Union		252.00
Police Lodge		(267.70)
Other Deductions Payable		(1.02)
THF PAYABLES		148.26
EMPLOYEE 457 PLAN		(770.00)
SUTA Tax Payable		3,077.39

Unaudited - For Management Purposes Only

Consur. les Tax
Budgeted vs Actual Revenues Expenses

	Total Budget Oct through June		Payments Oct - June												Budget Variance
	\$	1,070,071	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July			
Receipts	\$	1,070,071	\$ 242,931				\$ 417,956		\$ 409,184						
Expenditures															
Pensions	\$	23,895	\$ 5,974	\$ 5,974	\$ 11,948	\$ 17,922							\$ (17,922) ✓		
Police	\$	122,264	\$ 5,566	\$ 11,132	\$ 11,132								\$ 83,302 ✓		
Fire	\$														
Vehicle Payments	\$	39,613	\$ 1,342	\$ 1,342	\$ 4,952	\$ 4,952	\$ 4,952	\$ 4,952	\$ 4,952	\$ 4,952	\$ 4,951	\$ 2,267	\$ 4,951.41		
Fire	\$	5,431	\$ 1,810	\$ 3,711	\$ 1,810								\$ (1,901)		
Public Works	\$	47,500													
Streetsweeper	\$	19,500		\$ 5,000		\$ 17,430							\$ 1,170		
Equipment	\$	28,700							\$ 25,747				\$ (2,047)		
Phone System	\$	95,000						\$ 95,000					\$ -		
Paving	\$	95,000											\$ -		
Concrete	\$	100,000			\$ 50,000								\$ 276		
City Hall	\$	20,000						\$ 49,724	\$ 19,400		\$ 545		\$ 55		
Drain	\$	10,000											\$ 10,000		
MS 4 Funding	\$	30,000							\$ 4,835	\$ 9,747			\$ (15,840)		
Settlement Pond Drain	\$	40,000											\$ 40,000		
Library	\$	167,000								\$ 14,360	\$ 31,384	\$ 121,256	\$ 92,948.21		
Home Demolition	\$	10,750								\$ 12,650	\$ 10,000	\$ (11,900)			
B&O Reimbursements	\$	21,000									\$ 9,863	\$ (6,149)			
Accounting Software	\$	90,000						\$ 9,314					\$ 90,000 ✓		
Memorial Park	\$									\$ 3,600			\$ (3,600)		
Streetscape	\$									\$ 13,050			\$ (13,050)		
Administrative	\$								\$ 40,918		\$ 18		\$ (102)		
Savings	\$	107,007	\$ 18,000	\$ 18,000	\$ 27	\$ 21	\$ 18	\$ 18	\$ 40,918	\$ 58,359	\$ 56,761	\$ 282,110	\$ 101,739.62		
Total Expenditures	\$	977,660	\$ 14,653	\$ 41,448	\$ 103,919	\$ 69,436	\$ 64,008	\$ 64,008	\$ 95,852	\$ 58,359	\$ 56,761	\$ 282,110	\$ 101,739.62		
Monthly Net Surplus/Deficit	\$	92,411	\$ (41,448)	\$ (41,448)	\$ (103,919)	\$ 348,520	\$ (143,575)	\$ (64,008)	\$ 313,332	\$ (58,359)	\$ (56,761)	\$ 282,110	\$ 101,739.62		
Cumulative Surplus/Deficit	\$		\$ 228,238	\$ 186,790	\$ 82,871	\$ 431,391	\$ 287,816	\$ 223,809	\$ 537,141	\$ 478,782	\$ 422,021	\$ 329,610	\$ 329,610		

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(1) 422,021.00 +

(2) 329,610.00 -

(3) 329,610.00 *



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin
Governor

Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways

July 7, 2016

Nathan Wills
Nitro Historical Commission
DBA/Nitro Museum
4400 First Avenue
Nitro, West Virginia 25143

TODS/LOGO Approval
Nitro Museum
I-64, Exit 45 in Kanawha County
"Attractions" Panel Board
Agreement No. 9G01-0120

Dear Mr. Wills:

I am pleased to inform you that your application has been approved for Tourist Oriented Directional Signing (TODS) to be placed at the subject location to direct travelers to the Nitro Museum in Nitro, Kanawha County.

The guidelines associated with this program normally require that each applicant enter into a three-year renewable lease agreement for an initial fee of \$2,000 and an annual fee of \$600 thereafter. Additionally, approved applicants are required to supply the Division of Highways with business panels that have been designed and manufactured by a privately owned or commercial sign company. The average cost for design and manufacture of a set of business panels, to DOH specification, is in the range of \$800 to \$2,500. However, since this facility operates as a non-profit or charitable corporation or governmental entity, the Division of Highways (DOH) will waive all fees and installation costs associated with participation in the TODS/LOGO Program. We will also furnish all business panels required for the subject interchange.

Thank you for your interest in the TODS/LOGO Program. If you have any questions, or need further information please contact Josh Hemsworth, Program Coordinator, at 304-558-9445.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cindy L. Cramer".

Cindy L. Cramer, P. E.
Director –
Traffic Engineering Division

CLC:Hp

bcc: DTE-1