

**AGENDA  
NITRO CITY COUNCIL  
MAY 16, 2017**

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

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

INVOCATION/PLEDGE OF ALLEGIANCE

FUTURE DATES OF COUNCIL: June 6 and June 22, July 6 and July 18

APPROVAL OF COUNCIL MINUTES: May 2, 2017

RECOGNITION OF NATIONAL POLICE WEEK/MAY 14-20 AND INTERNATIONAL FIREFIGHTERS DAY/MAY 4: Mayor Dave Casebolt

FRIENDS OF RIDENOUR: Tracy Toler

*FRIENDS  
OF  
RIDENOUR*

OLD BUSINESS

✓ SECOND READING AN ORDINANCE TO AMEND THE BUILDING CODE: Councilman John Montgomery

~~\*~~ NITRO BUILDING COMMISSION PURCHASE OF 497 FIRST AVENUE SOUTH: Hershel Facemyre

✓ APPOINTMENT OF NITRO LIBRARY BOARD OF DIRECTORS 2017-2018 FISCAL YEAR/MARY TROUT, GERTRUDE LEGG, RUTH BROTHERS, SHARON DYE, AND BOB FIELDS: Mayor Dave Casebolt

~~#~~ REPORT ON ZONING BOARD OF APPEALS MEETING MAY 15/SANDERS AND STINSON REQUESTS: Recorder Rita Cox

✓ REAPPOINTMENT OF TIM FITZWATER TO BOARD OF ZONING APPEALS: Mayor Dave Casebolt

NEW BUSINESS

✓ OPEN BIDS FOR FIRE DEPARTMENT RESCUE AIR BAG LIFT SYSTEM: Recorder Rita Cox

~~PURCHASE OF PRINTER FOR NITRO LIBRARY: Mayor Dave Casebolt~~

✓ BUDGET REVISION AND RESOLUTION: John Young

✓ RECOMMENDATION TO PAY POLICE AND PUBLIC WORKS ACCRUED VACATION ARREAGE FROM  
THE FUNDS: Treasurer John Young

✓ TREASURER REPORT: John Young

ATTORNEY REPORT: Johnnie Brown

MAYOR COMMENTS

COUNCIL COMMENTS

PUBLIC COMMENTS

ADJOURNMENT

**NITRO CITY COUNCIL  
MINUTES  
MAY 2, 2017**

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

**INVOCATION/PLEDGE OF ALLEGIANCE:** The Invocation was given by Councilman Shamblin and the Pledge of Allegiance was led by Josh Higginbotham.

**FUTURE DATES OF COUNCIL:** Mayor Casebolt said the future dates of Council are May 2 and June 6.

**APPROVAL OF COUNCIL MINUTES:** RECORDER COX MADE THE MOTION THAT COUNCIL APPROVE THE MINUTES OF APRIL 18. THERE WAS A SECOND BY COUNCILMAN MONTGOMERY AND THE MOTION CARRIED WITH COUNCILWOMAN ELKINS ABSTAINING.

**UPDATE ON THE WEST VIRGINIA LEGISLATURE:** West Virginia House of Delegate Representative Josh Higginbotham gave a report to Council on the West Virginia Legislature's current activities.

**OLD BUSINESS**

**NITRO BUILDING COMMISSION MEETING MINUTES/MARCH 30, 2017:** RECORDER COX MADE THE MOTION THAT THE MINUTES OF THE NITRO BUILDING COMMISSION MARCH 30 MEETING BE ENTERED INTO THE MINUTES OF COUNCIL WITH A SECOND BY COUNCILMAN RACER. THE MOTION CARRIED. Mayor Casebolt said the Commission is nearing a closing date on the purchase of the property at 497 First Avenue.

**SCHEDULE COUNCIL MEETINGS/SECOND MEETING IN JUNE AND FIRST MEETING IN JULY:** COUNCILMAN SHAMBLIN MADE THE MOTION THAT COUNCIL MEET ON THURSDAY, JUNE 22 FOR THE SECOND MEETING IN JUNE. COUNCILMAN JAVINS SECONDED THE MOTION. Recorder Cox said that the second Tuesday in June is West Virginia Day, June 20, so City Hall will be closed. THE MOTION CARRIED.

COUNCILMAN SHAMBLIN MADE THE MOTION THAT THE FIRST MEETING IN JULY BE HELD ON THURSDAY, JULY 6 WITH A SECOND BY RECORDER COX. Recorder Cox said that the first Tuesday in July is July 4 so City Hall will be closed. VOTE WAS UNANIMOUS FOR THE MOTION.

**RECOMMENDATION OF THE PLANNING COMMISSION ON THE PETITION BY SCOTT AND SANDRA JACK AND RALPH PISTORE/JIMMY BLEVINS TO ABANDON CEDAR STREET:** RECORDER RITA COX MADE THE MOTION THAT THE PROPERTY KNOWN AS CEDAR STREET ADJOINING THE SCOTT JACK PROPERTY AT 212 DUPONT AVENUE AND BILL PISTORE/JIMMY BLEVINS LOTS AT 300 DUPONT AVENUE BE ABANDONED. THERE WAS A SECOND BY COUNCILMAN JAVINS AND THE MOTION CARRIED WITH A UNANIMOUS VOTE. City Attorney Johnnie Brown said that the property should be abandoned in the form of an ordinance.

**SALVAGE YARD DISTINCTION:** Johnnie Brown said that a wrecker service is not a salvage yard and the city already has ordinances in place to prevent salvage yards from being constructed. He said that often

**EXACT COPY**

a wrecker service has vehicles being moved in and out and it is up to the city to be vigilant about areas that are being turned from wrecker services into salvage yards and to monitor the storing and selling of cars and car parts.

**NEW BUSINESS**

**FIRST READING AN ORDINANCE TO AMEND THE BUILDING CODE: COUNCILMAN MONTGOMERY MADE THE MOTION THAT COUNCIL PASS ON FIRST READING BY TITLE ONLY AN ORDINANCE TO ADOPT ARTICLE 1711 WEST VIRGINIA STATE BUILDING CODE. THERE WAS A SECOND BY COUNCILMAN SHAMBLIN. COUNCIL VOTED FOR THE MOTION.**

**ATTORNEY REPORT: Johnnie Brown said he had covered his report in the salvage yard distinction.**

**TREASURER REPORT: COUNCILMAN JAVINS MADE THE MOTION THAT COUNCIL ACCEPT THE FINANCIAL REPORTS FROM THE TREASURER WITH A SECOND BY COUNCILWOMAN BOGGS. VOTE WAS FOR THE MOTION.**

**MAYOR COMMENTS: Mayor Casebolt said the Memorial Park will be completed for the May 13 opening event. He said the rain alternative is to use Nitro High School.**

**COUNCIL COMMENTS: There were no Council comments.**

**PUBLIC COMMENTS: Bob Schamber said the Nitro Senior Citizens are donating the use of Room 111 for the Nitro Class of 1962 to use on the Friday of the Boomtown weekend for a portion of their class reunion.**

**ADJOURNMENT: COUNCILMAN JAVINS MADE THE MOTION THAT THE MEETING ADJOURN AND THE SECOND WAS BY COUNCILMAN RACER. THE VOTE WAS FOR THE MOTION.**

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DAVE CASEBOLT, MAYOR

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RITA COX, RECORDER

## LAW ENFORCEMENT APPRECIATION DAY May 15<sup>th</sup> 2017

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week.

Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others.

**There were 135 officers KILLED in the line of duty in 2016** This does not include the hundreds of officers who were assaulted, injured and some who will never be able to return to work.

Yesterday, May 15<sup>th</sup>, there were 382 names added to the police memorial in Washington DC, they added 58 additional names from New York alone from 9-11 and there will be additional 9-11 victims added each year.

**So far, since January 1<sup>st</sup>, 2017 to today there have been 50 police officers killed in the line of duty.**

National Police Week is a collaborative effort of many organizations dedicated to honoring America's law enforcement community. **The principal organizers of National Police Week include:**

- *National Law Enforcement Officers Memorial Fund (NLEOMF)*, which produces the annual Candlelight Vigil.  
Phone: (202) 737-3400 | Email: vigil@nleomf.org
- *Fraternal Order of Police/Fraternal Order of Police Auxiliary (FOP/FOPA)*, which organize the Peace Officers Memorial Day Service at the U.S. Capitol. [www.policeweek.org](http://www.policeweek.org) **To the cost of over \$300,000.00 and rising, per year for this one day event.**
- *Concerns of Police Survivors (C.O.P.S.)*, which holds the National Police Survivors' Conference.  
Phone: (573) 346-4911  
First year survivors, call: (800) 784-2677 | Email: cops@nationalcops.org

I am the President of the West Virginia State Lodge Fraternal Order of Police for the past 14 years and also the National Trustee the last four years. The West Virginia State FOP represents 3500 officers in this state, as well as officers who are not members, but are from the law enforcement community.

Steve Walker,

Chief of Police, Nitro WV

I would like to thank and recognize our fine Police Department of the Most Patriotic City of Nitro.

Without these officers, we could not host events such as the historic one that we had over this past weekend.

Our officers protect us as individuals, look out for our properties and try to guide our children and youth in our schools.

Police officers go into all the negative situations in life, whether it be a car accident, a neighborhood shooting or a robbery. As we all know they put their life on the line every day and our world is getting scarier by the minute.

As a community, we should appreciate all our officers for the good that they do, offer thanks when we see them out, but don't invade their privacy either. As your Mayor, my hope is that you will respect our Nitro Police Officers.

Please, stay after our meeting tonight for a cupcake in their honor.

Nitro Building Commission  
Note to Members  
May 22, 2017

Dear Members,

On May 16, 2017, the Nitro City Council approved to enter into an agreement with the Nitro Building Commission to lease the property and would provide the Commission the closing cost for purchasing the facility.

On May 17, 2017, property closing for the Peoplework Solutions Corporation, 2602 First Avenue, Nitro, West Virginia 25143 was completed. Closing costs were \$67,149.72.

The Deed of Trust is in the amount of \$405,000.00 with monthly payment of \$1,707.50 in monthly instalments beginning June 17, 2017 and ending April 17, 2015. Also the Kanawha County property tax pending will be paid as part of the trust in the amount of \$3,485.28.

On May 22 1017, the Commission received the deed for said property from the Kanawha County Clerk's Office.

Note: The finalized purchase agreement was completed and signed on March 17, 2017 and approved by the Commission.

A lease of agreement between the City of Nitro and the Nitro Building Commission is completed to include the following: Monthly payments of \$1,707.50 beginning 6/17/2017 and ending 4/17/2035. Payment to the Nitro Commission will be received the first day each month. Also, the City agrees to pay the Kanawha Commission the amount of \$3,485.28 upon the Building Commission's receipt of payment notice. The lease also include the city is responsible for insurance and payment of taxes.

Since the Commission has given prior approval to the purchase of this property and to enter into an agreement with the city to occupy this building, in my opinion it will not be necessary to hold a formal meeting to acknowledge these actions as described above. Please let me know if who disagree with my opinion and I will call a meeting.

Thank you,



Hershel Facemyre

President Property Closing on the Peoplework Solutions Corporation, 2602 First Avenue, Nitro, West Virginia 25143 was completed on May 17, 2017. Closing cost was \$67,149.72.

## LEASE AGREEMENT

This LEASE AGREEMENT (“Lease”) is entered into and made effective as of the 17th day of May, 2017, between the **Nitro Building Commission (“Landlord”)**, a West Virginia public corporation with a mailing address of P.O. Box 308, Nitro Wv 25143, and the **City of Nitro (“Tenant”)**, a West Virginia municipality, with a mailing address of 2009 20<sup>th</sup> Street, Nitro, West Virginia, 25143.

### W I T N E S S E T H:

Whereas, Landlord owns certain real estate located at 497 First Avenue South, Nitro Wv, more particularly described in Exhibit 1 to this Lease (the real estate, with all buildings and improvements thereon, is referred to in this Lease as “**the Premises**”);

Whereas, Tenant agrees to lease from Landlord and Landlord agrees to lease to Tenant the Premises for Tenant’s use as a municipal building on the Premises according to the terms set forth in this Lease;

Now, therefore, in consideration of the foregoing premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Lease and Initial Term.** In consideration of rent payments and other obligations set forth in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, together with all improvements constructed and to be constructed thereon. The initial term of this Lease (“**the Initial Lease Term**”) shall be one (1) year, commencing on the 1st of June, 2017 and expiring on the 30th day of May, 2018.

2. **Renewal Terms.** After the expiration of the Initial Lease Term, this Lease shall be automatically extended for terms of one (1) year (“**Extension Terms**”), unless either party provides written notification to the other party no later than sixty (60) days prior to the expiration of the Initial Lease Term of its intention not to renew the Lease. After the expiration of each Extension Term, this Lease shall be automatically extended for an additional one (1) year Extension Terms unless either party provides written notification to the other party no later than sixty (60) days prior to the expiration of the Extension Term of its intention not to renew the Lease.

3. **Rent.** During the Initial Term and any Extension Term, Tenant shall pay Landlord a base rent at the rate of 1,707.50 Dollars (\$000) per month, payable in monthly installments in advance, without demand, on the 10<sup>th</sup> day of each calendar month, time being of the essence.

3.a **Right to Purchase:** Tenant, at any time, and at its sole discretion, may have the right to purchase Premises for the amount of Landlord’s mortgage on the Premises.



4. **Use of Premises.** Tenant shall be permitted use of the Premises for any lawful purposes although it is Tenant's full intent to use the Premises for a police department and our lawful city purposes. Tenant shall comply with all laws and regulations of governing authorities relating to the use of the Premises. Tenant will not use or permit use of the Premises for any illegal purpose nor in any manner which would be in violation of any law or regulation of any governmental authority nor constitute a nuisance, either public or private/ Tenant shall have the duty to comply with all applicable laws, regulations, and ordinances in Tenant's use and occupation of the Premises, whether now existing or hereafter arising, all at Tenant's expense.

5. **Improvements, Modifications, and Condition of Premises.** The Premises shall not be altered or changed without the written consent of the Landlord. Any improvements or alterations made to the premises by the Tenant and approved by Landlord shall be at Tenant's expense. Tenant agrees to keep and maintain the Premises and improvements thereon in a sound, clean, well painted, and orderly condition and if Tenant fails to do so, Landlord may perform Tenant's covenant to do so and recover the cost thereof from Tenant, as hereinabove set forth. Tenant shall surrender the Premises at the end of the Lease in as good condition as the Premises are at the inception of Tenant's term, excepting only ordinary and reasonable wear. However, the exception for ordinary and reasonable wear shall not excuse or diminish Tenant's obligation to reasonably maintain and repair the Premises and improvements at the Premises, including, without limitation, roof, buildings, exterior walls, windows, doors, floors and floor covering, interior partitioning, interior doors, air conditioning, heating, electrical, water, sewer, drainage, plumbing systems, paving, curbs, gutters and landscaping.

6. **Indemnity.** Tenant shall indemnify, defend, and hold harmless Landlord against and from any and all claims, liabilities, losses, judgments, expenses, attorney fees and costs, damages and injuries to person and property, including without limitation under West Virginia law or federal law and regulations, arising from or in connection with the use and occupancy of the Premises by Tenant, its officers, agents, servants, employees, independent contractors, and invitees. Tenant will resist and defend any action, suit or proceeding brought against Landlord by reason of any such occurrence by counsel designated by Tenant. This indemnification covenant is a continuing covenant which shall survive termination of this Lease for whatever reason. This shall not apply to any liability incurred because of the negligence of Landlord or other act of Landlord.

7. **Liability Insurance.** Tenant, at Tenant's expense, shall maintain public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises, affording protection of at least \$1,000,000 single limit per occurrence of loss or damage. All such insurance shall be effected at Tenant's expense under valid and enforceable policies issued by insurers of recognized responsibility which are qualified to do business in the state where the Premises are located, are well rated by national rating organizations and are acceptable to Landlord. Such policies shall name Landlord as an insured, and shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled or substantially modified without at least 30 days' prior notice to Landlord. Originals or duplicate originals of such policies shall be delivered by Tenant to Landlord upon Landlord's request. If Tenant does not provide such evidence to Landlord of valid liability

insurance coverage, then Landlord at its option may provide said coverage at any time and without notice to Tenant. The cost thereof will be charged to Tenant as additional rent.

8. **Casualty Insurance.** Tenant, at its sole cost and expense, shall obtain and keep in force during the term of this Lease (or reimburse Landlord for its cost of obtaining and keeping in force) a policy or policies of insurance covering loss or damage to the Premises, in the amount of \$1,000,000, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by any lender having such a lien), and special extended perils ("all risk," as such term is used in the insurance industry), together with such other insurance as Landlord deems advisable. Such insurance shall provide for payment of loss thereunder to Landlord or to any lenders having liens on the Premises or any part thereof. All such insurance shall be effected at Tenant's expense under valid and enforceable policies issued by insurers of recognized responsibility which are qualified to do business in the state where the Premises are located, are well rated by national rating organizations and are acceptable to Landlord.

9. **Other Insurance.** Tenant, at its sole cost and expense, shall carry such other insurance as customarily is maintained by operators of similar property, or as reasonably may be required by Landlord from time to time for its protection against any loss, hazard, or liability to which Landlord may be exposed including, but not limited to, workers compensation insurance in the required statutory amounts.

10. **Inspecting Premises.** Tenant shall permit Landlord and Landlord's agents and servants to enter the Premises at all reasonable times for the purpose of inspecting the same, for maintaining the building in which the Premises are situated, or for the purpose of making repairs, alternations, or additions to any portion of the Premises to the extent that Tenant has failed or refused to do so, as provided in paragraph 5 of this Lease. Such inspections and activities shall be conducted in such a manner as not to interfere with Tenant's business more than is reasonably necessary.

11. **Utilities.** Tenant shall be responsible for all utilities to the Premises. Tenant shall pay or cause to be paid all charges and taxes incurred by Tenant for or on account of water, sewer, gas, electricity, light, heat and power, telephone, and other communication services and for all other public or private utility services which may be used, rendered or supplied upon, to or in connection with the Premises or any part thereof at any time during the Lease.

12. **Sublease and Assignment.** Tenant shall have a right to sublease said Premises with the permission of the Landlord, which shall not be unreasonably withheld.

13. **Terms of Default.** Tenant shall be deemed to be in default under this Lease if:

(a) Tenant should fail to yield or pay any installment of the rent reserved or any part thereof according to Tenant's covenants herein set forth, and shall further fail to pay to Landlord

any such past due installment or portion thereof within thirty (30) days after written notice to Tenant given in the manner herein provided, or

(b) Tenant should fail to pay to Landlord any other amount herein agreed to be paid by or in behalf of Tenant, or interest thereon, or if Tenant should fail to pay any expense agreed to be paid by Tenant or interest thereon to or for the account of Landlord within thirty (30) days after written notice to Tenant given in the manner herein provided, or

(c) Tenant should breach, or be in default under, any other covenant, term or provision of this Lease and Tenant shall fail to cure such breach or default within thirty (30) days after written notice to Tenant, given in the manner herein provided.

14. **Landlord Rights and Remedies.** In event of default by Tenant, Landlord shall have the rights and remedies provided by law, and, in addition thereto, shall have the following rights and remedies:

(a) To terminate this Lease and to resume possession of the Premises for Landlord's own account and to immediately recover, as damages from Tenant and any other party primarily or secondarily liable: (i) all past due rent with interest and penalties; (ii) amounts, if any, owing from Tenant to Landlord under Tenant's covenants contained in this Lease; (iii) the gross amount of the agreed rent for the remainder of Tenant's term, reduced to its present value. The gross amount of rent for the remainder of Tenant's term shall be determined by multiplying the rent by the number of months remaining in the then current term of the Lease.

(b) To resume possession of the Premises for Tenant's account and to re-lease or rent such Premises for Tenant's account, all at Tenant's expense, and to recover from Tenant at the end of Tenant's then current term or at the time any payment of rent falls due, as Landlord shall choose, the deficiency, if any, between the rent and other amounts agreed to be paid by Tenant and the amounts actually collected by Landlord

(c) If Landlord shall enter into possession of the Premises after default by Tenant, it shall be presumed that such entry is for the account of Tenant unless Landlord shall notify Tenant of termination of the Lease.

No such termination of this Lease shall relieve Tenant of its liabilities and obligations under this Lease, and such liabilities and obligations incurred as of the date of termination shall survive any such termination. In the event of any such termination, whether or not the Premises or any part thereof shall have been relet, Tenant shall pay rent and all other amounts required to be paid under this Lease by Tenant up to the time of such termination.

16. **Notices.** All notices to Tenant hereunder may be given in writing, personally, or at Landlord's option, by registered or certified United States Mail, and addressed to the address identified in the introductory paragraph of this Lease. All notices to Landlord shall be given in writing, personally, or at the Tenant's option, by delivery, or by registered or certified U.S. Mail, to the address identified in the introductory paragraph of this Lease.

17. **Time Is Of the Essence/Waiver.** Time shall be of the essence of this Lease. Landlord's waiver of or indulgence as to any breach of any term, covenant or condition of this Lease on one or more occasions shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained, and shall not be deemed to be a waiver or relinquishment of Landlord's right, without notice of any kind, to resort to any remedy immediately upon a subsequent breach or default.

18. **Removal of Personal Property and Trade Fixtures.** Before expiration of this Lease, if not in default, Tenant may remove Tenant's personal property and trade fixtures installed on the Premises and shall immediately repair damages to the Premises or other adjoining premises caused by such removal, all at the Tenant's expense. Any improvements made by Tenant to the Premises such as electrical installations, fixtures and office partitioning, shall become a part of the real property and shall remain thereon at the termination of this Lease without cost to the Landlord.

19. **Signs.** Tenant shall have the right to erect signs on any portion of the Premises subject to applicable laws. Tenant shall, at its expense, remove all signs at the termination of this Lease, and shall repair any damage and close any holes caused by such removal.

20. **Casualty.**

20.1. *Termination events.* This Lease shall terminate as of the date of a casualty event, such as, but not limited to, fire, flood, storm, tornado or earthquake, taking: (a) restoration of the building and land cannot be completed within One Hundred Fifty (150) days after the occurrence; or (b) within One Hundred Twenty (120) days after a Taking, Tenant determines in good faith and notifies Landlord that, as a result thereof, the Premises no longer is suitable for use as a police department. Landlord shall notify Tenant with twenty (20) days of receiving notification if Landlord disputes Tenant's position. If the parties can not agree, this issue will be resolved through arbitration as set forth in paragraph 27. In that event, the base rent, and other payments to be made by Tenant shall be apportioned as of the date of the occurrence or Taking.

20.2. *Landlord's failure to restore.* If Landlord does not commence restoration with seven (7) days after the occurrence, or does not prosecute the restoration with due diligence, Tenant, upon ten (10) days' notice to Landlord, may either (i) commence and complete restoration at Landlord's expense, in which event Landlord shall make the net award is not adequate to complete restoration, Landlord shall promptly pay the deficiency to Tenant.

21. **Invalidity of provisions.** If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as

to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the extent permitted by law.

22. **Successors and Assigns.** This Lease shall be binding upon and shall inure to the benefit of the successors, legal representatives, and assigns of the parties, subject to the prohibition against assignment and subletting contained in this Lease.

23. **Choice of Law.** This Lease shall be construed and enforced pursuant to the laws of the State of West Virginia.

24. **Rights and Remedies Cumulative.** Unless otherwise specifically provided for in this Lease, each right, power and remedy of Landlord provided for in this Lease shall be cumulative and concurrent with every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other such rights, powers or remedies.

25. **Complete Agreement.** This Lease, including any exhibits hereto, which are made a part hereof, contains the entire agreement between the parties, and all prior negotiations and agreements are merged herein. Neither Landlord nor Landlord's representatives have made any representations or warranties with respect to the Premises, the improvements, or this Lease, except as expressly set forth herein, and no rights or remedies are or shall be acquired by Tenant by implication or otherwise unless expressly set forth herein.

26. **Short Form Lease.** This Lease shall not be recorded without the prior consent of Landlord. Tenant agrees to execute a short form or memorandum of this Lease in form satisfactory to Landlord for recording upon Landlord's request.

27. **Arbitration.** The parties agree that in the event a dispute may arise concerning any aspect of this Lease, that said dispute will be resolved by binding arbitration and that each party waives their right to file any legal action within the federal and state courts of West Virginia or any other jurisdiction. To begin such arbitration, any party shall forward, in writing and by certified mail, a request for arbitration to the other party. The parties shall then consult and if a single arbitrator cannot be agreed upon within thirty (30) days, each party shall appoint an arbitrator/representative and those two (2) arbitrators/representatives shall then agree to a single and final arbitrator who shall hear and decide the dispute. Said arbitration shall occur within 120 days of the initial letter requesting arbitration unless otherwise agreed upon by the parties and each side shall bear their own costs and fees associated with said arbitration. Said arbitration shall be final, but each party may reserve the right to seek enforce of this arbitration agreement and arbitration decision in a Court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have subscribed their names by their duly authorized representatives on the day and year first above written.



RESOLUTION

At a regular session of the municipal council, held (Month, day and year) May 16th, 2017, the following order was made and entered:

SUBJECT: The revision of the Levy Estimate (Budget) of the (Town or City of) City of Nitro. The following resolution was offered:

RESOLVED: That subject to approval of the State Auditor as ex officio chief inspector of public offices the municipal council does hereby direct the budget be revised PRIOR TO THE EXPENDITURE OR OBLIGATION OF FUNDS FOR WHICH NO APPROPRIATION OR INSUFFICIENT APPROPRIATION CURRENTLY EXISTS, as shown on budget revision number 4, a copy of which is entered as part of this record.

The adoption of the foregoing resolution having been moved by \_\_\_\_\_, and duly seconded by \_\_\_\_\_ the vote thereon was as follows:

<u>William Javins &amp; Laurie Elkins</u>	<u>Yes or No</u>
<u>William Racer &amp; John Montgomery</u>	<u>Yes or No</u>
<u>Andy Shamblin &amp; Donna Boggs</u>	<u>Yes or No</u>
<u>Michael Hill &amp; Rita Cox</u>	<u>Yes or No</u>
_____	<u>Yes or No</u>

WHEREUPON, Mayor Casebolt, declared said resolution duly adopted, and it is therefore ADJUDGED and ORDERED that said resolution be, and the same is, hereby adopted as so stated above, and the City Treasurer is authorized to fix his signature on the attached "Request for Revision to Approved Budget" to be sent to the State Auditor for approval



Account	Name	Balance
<b>Fund: 001 - GENERAL FUND</b>		
<b>Assets</b>		
<u>001-101-101</u>	Receipts Account	160,965.62
<u>001-101-102</u>	Disbursements Account	42,589.38
<u>001-101-103</u>	L GOV ACCOUNT	847.95
<u>001-101-104</u>	Payroll Account	13,373.06
<u>001-102-105</u>	THF Bank Account	15,107.40
<u>001-102-106</u>	City of Nitro Hotel, Motel, Ta	131,398.28
<u>001-102-107</u>	Fairs & Festival Account	3,382.14
<u>001-102-108</u>	Fire Fee Fund	119,522.54
<u>001-102-109</u>	Firemen's Equip Fund	36,396.78
<u>001-102-110</u>	Peoples FCU CD	8,998.49
<u>001-102-111</u>	Peoples FCU CD	90,827.33
<u>001-102-112</u>	Peoples FCU CD	245,360.69
<u>001-102-113</u>	Police M-Dent	42,525.99
<u>001-102-114</u>	Police To Be Forfeited	931.01
<u>001-102-115</u>	Police Canine Fund	162.75
<u>001-102-116</u>	Huntington Library Acc	16,046.16
<u>001-102-118</u>	Sales Tax Account	592,538.70
<u>001-102-119</u>	Sales Tax Savings	220,566.50
<u>001-109-200</u>	Taxes Receivable	816,447.69
<u>001-109-201</u>	Munci Fees Receivable	481,092.82
<u>001-109-202</u>	Accts Receivable Misc	43,394.88
<u>001-114-200</u>	Due From General CST	100,000.00
<u>001-122-201</u>	Prepaid Expenes	-8,547.53
	<b>Total Assets:</b>	<b><u>3,173,928.63</u></b>
		<b><u>3,173,928.63</u></b>
<b>Liability</b>		
<u>001-116-200</u>	Investment in San. Board	-454,241.28
<u>001-201-230</u>	DISB - Accounts Payable	1,056.28
<u>001-215-300</u>	Due To Other Funds	100,000.00
<u>001-223-208</u>	State Tax Payable	4,004.12
<u>001-224-209</u>	Firemens Pension Payable	0.03
<u>001-224-212</u>	Public Employees Retirement	7,670.56
<u>001-225-213</u>	Insurance Payable	17,926.88
<u>001-227-216</u>	Other Deductions Payable	-1.00
<u>001-227-218</u>	THF PAYABLES	10,291.67
<u>001-228-220</u>	SUTA Tax Payable	1,763.79
<u>001-239-221</u>	Deferred Revenues	112,435.66
<u>001-246-222</u>	OPEB Liability	2,275,524.19
	<b>Total Liability:</b>	<b><u>2,076,430.90</u></b>
<b>Equity</b>		
<u>001-296-303</u>	Restricted General Fund	51,663.57
<u>001-297-304</u>	Committed General Fund	1,076,583.39
<u>001-299-301</u>	Fund Balance General Fund	198,021.88
<u>001-299-306</u>	Unassigned General Fund	-1,066,210.88
	<b>Total Beginning Equity:</b>	<b><u>260,057.96</u></b>
Total Revenue		7,078,070.81
Total Expense		6,240,631.04
<b>Revenues Over/Under Expenses</b>		<b><u>837,439.77</u></b>
	<b>Total Equity and Current Surplus (Deficit):</b>	<b>1,097,497.73</b>
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>3,173,928.63</u></b>



**Balance Sheet**

As Of 04/30/2017

<b>Account</b>	<b>Name</b>	<b>Balance</b>	
<b>Fund: 002 - COAL SEVERANCE FUND</b>			
<b>Assets</b>			
<u>002-102-100</u>	Coal Severance Tax Acct	5,130.25	
<u>002-109-101</u>	Taxes Receivable Coal Sev	4,254.61	
	<b>Total Assets:</b>	<u>9,384.86</u>	<u>9,384.86</u>
<b>Liability</b>			
	<b>Total Liability:</b>	<u>0.00</u>	
<b>Equity</b>			
<u>002-298-102</u>	Assigned Coal Severance	15,167.05	
	<b>Total Beginning Equity:</b>	<u>15,167.05</u>	
Total Revenue		16,352.81	
Total Expense		22,135.00	
<b>Revenues Over/Under Expenses</b>		<u>-5,782.19</u>	
	<b>Total Equity and Current Surplus (Deficit):</b>	<u>9,384.86</u>	
	<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>		<u>9,384.86</u>

**Balance Sheet**

As Of 04/30/2017

Account  
Fund: 004 - SALES TAX FUND  
Assets

Name Balance

Total Assets: 0.00 0.00

**Liability**

004-201-236 Sales Tax - Accounts Payable -3,750.00  
Total Liability: -3,750.00

**Equity**

004-297-106 Committed Fund Balance CST 104,821.80  
Total Beginning Equity: 104,821.80

Total Revenue -101,071.80  
Total Expense 0.00

Revenues Over/Under Expenses -101,071.80

Total Equity and Current Surplus (Deficit): 3,750.00

Total Liabilities, Equity and Current Surplus (Deficit): 0.00

Income Statement

For Fiscal: 2016-2017 Period Ending: 04/30/2017

Group Summary

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
<b>Fund: 001 - GENERAL FUND</b>					
<b>Revenue</b>					
	6,328,044.00	8,213,044.00	1,076,133.66	7,078,070.81	1,134,973.19
<b>Revenue Total:</b>	<b>6,328,044.00</b>	<b>8,213,044.00</b>	<b>1,076,133.66</b>	<b>7,078,070.81</b>	<b>1,134,973.19</b>
<b>Expense</b>					
409 - Mayor	69,060.00	89,060.00	9,233.26	66,428.56	22,631.44
410 - City Council	489,756.00	489,756.00	3,762.20	57,033.00	432,723.00
411 - Recorder	54,121.00	62,121.00	3,884.55	45,963.80	16,157.20
413 - Treasurer	69,219.00	74,219.00	5,324.00	56,532.59	17,686.41
416 - Municipal Court	111,790.00	111,790.00	6,597.88	71,785.39	40,004.61
435 - Regional Development Authority	1,916.00	2,000.00	0.00	1,988.99	11.01
436 - Building Department	82,985.00	106,985.00	5,112.87	81,506.12	25,478.88
440 - City Hall	645,122.00	680,122.00	35,222.70	459,744.14	220,377.86
566 - Public Works Department	541,334.00	541,334.00	23,266.88	375,480.35	165,853.65
700 - Police Department	1,879,010.00	1,879,010.00	118,938.62	1,432,781.71	446,228.29
706 - Fire Department	1,712,947.00	1,712,947.00	282,362.76	1,332,187.42	380,759.58
707 - Dog Warden/Humane Society	30,000.00	30,000.00	0.00	2,516.27	27,483.73
750 - Streets & Highways	324,930.00	749,930.00	12,171.01	309,777.97	440,152.03
800 - Garbage Department	327,535.00	352,535.00	54,217.43	311,715.35	40,819.65
801 - Landfill & Incinerator Department	160,000.00	160,000.00	12,152.00	138,814.29	21,185.71
900 - Parks & Recreation	37,169.00	92,000.00	9,519.55	59,396.77	32,603.23
901 - Visitors Bureau	103,509.00	103,509.00	0.00	82,949.79	20,559.21
903 - Fair Associations/Festival	0.00	0.00	0.00	0.00	0.00
904 - Swimming Pools	107,088.00	143,088.00	158.76	69,047.18	74,040.82
905 - Concessions	28,385.00	28,385.00	12.61	16,152.29	12,232.71
911 - Historical Commission	28,882.00	28,882.00	139.75	10,457.69	18,424.31
916 - Library	181,649.00	181,649.00	10,055.97	123,597.11	58,051.89
951 - Seniors	95,091.00	85,091.00	2,347.86	43,096.44	41,994.56
975 - General Government	136,466.00	136,466.00	18,114.93	101,858.94	34,607.06
976 - Public Safety	59,418.00	504,418.00	39,867.24	166,626.10	337,791.90
977 - Streets & Transportation	0.00	550,000.00	529.30	533,347.71	16,652.29
978 - Health & Sanitation	0.00	111,800.00	1,810.26	34,556.34	77,243.66
979 - Culture & Recreation	313,618.00	427,899.00	3,785.57	255,288.73	172,610.27
<b>Expense Total:</b>	<b>7,591,000.00</b>	<b>9,434,996.00</b>	<b>658,587.96</b>	<b>6,240,631.04</b>	<b>3,194,364.96</b>
<b>Fund: 001 - GENERAL FUND Surplus (Deficit):</b>	<b>-1,262,956.00</b>	<b>-1,221,952.00</b>	<b>417,545.70</b>	<b>837,439.77</b>	<b>-2,059,391.77</b>
<b>Fund: 002 - COAL SEVERANCE FUND</b>					
<b>Revenue</b>					
	25,912.00	25,912.00	4,646.92	16,352.81	9,559.19
<b>Revenue Total:</b>	<b>25,912.00</b>	<b>25,912.00</b>	<b>4,646.92</b>	<b>16,352.81</b>	<b>9,559.19</b>
<b>Expense</b>					
410 - City Council	0.00	8,000.00	0.00	7,915.00	85.00
951 - Seniors	0.00	17,912.00	0.00	14,220.00	3,692.00
979 - Culture & Recreation	10,912.00	0.00	0.00	0.00	0.00
<b>Expense Total:</b>	<b>10,912.00</b>	<b>25,912.00</b>	<b>0.00</b>	<b>22,135.00</b>	<b>3,777.00</b>
<b>Fund: 002 - COAL SEVERANCE FUND Surplus (Deficit):</b>	<b>15,000.00</b>	<b>0.00</b>	<b>4,646.92</b>	<b>-5,782.19</b>	<b>5,782.19</b>
<b>Fund: 004 - SALES TAX FUND</b>					
<b>Revenue</b>					
	0.00	0.00	-101,071.80	-101,071.80	101,071.80
<b>Revenue Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>-101,071.80</b>	<b>-101,071.80</b>	<b>101,071.80</b>
<b>Expense</b>					
975 - General Government	0.00	0.00	0.00	0.00	0.00

**Income Statement**

For Fiscal: 2016-2017 Period Ending: 04/30/2017

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
979 - Culture & Recreation	0.00	0.00	0.00	0.00	0.00
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund: 004 - SALES TAX FUND Surplus (Deficit):</b>	<b>0.00</b>	<b>0.00</b>	<b>-101,071.80</b>	<b>-101,071.80</b>	<b>101,071.80</b>
<b>Total Surplus (Deficit):</b>	<b>-1,247,956.00</b>	<b>-1,221,952.00</b>	<b>321,120.82</b>	<b>730,585.78</b>	<b>-1,952,537.78</b>

## Fund Summary

Fund	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
001 - GENERAL FUND	-1,262,956.00	-1,221,952.00	417,545.70	837,439.77	-2,059,391.77
002 - COAL SEVERANCE FUN	15,000.00	0.00	4,646.92	-5,782.19	5,782.19
004 - SALES TAX FUND	0.00	0.00	-101,071.80	-101,071.80	101,071.80
<b>Total Surplus (Deficit):</b>	<b>-1,247,956.00</b>	<b>-1,221,952.00</b>	<b>321,120.82</b>	<b>730,585.78</b>	<b>-1,913,039.07</b>

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

**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  
 FY: **2017**  
 Fund: **General**  
 Rev. No. **5**  
 Pages: **1**

City of Nitro  
 GOVERNMENT ENTITY  
 Po Box 308  
 STREET OR PO BOX  
 Nitro 25143  
 CITY ZIP CODE

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

Municipality  
 Government Type

**REVENUES: (net each acct.)**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
314	Sale Tax	1,700,000	45,000		1,745,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

**NET INCREASE/(DECREASE) Revenues (ALL PAGES)**

45,000

**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
979	Culture and Recreation	427,899	45,000		472,899
410	City Council	489,756		26,000	463,756
801	Landfill/Incinerator	160,000	26,000		186,000
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

**NET INCREASE/(DECREASE) Expenditures**

45,000

APPROVED BY THE STATE AUDITOR

BY: Deputy State Auditor, Local Government Services Division Date

AUTHORIZED SIGNATURE OF ENTITY

April 18th, 2017  
 APPROVAL DATE

**TRI-STATE PIPELINE, INC.**

6351 US ROUTE 60 E STE 3  
BARBOURSVILLE, WV 25504  
PHONE: 304-733-6801

**FIRST SENTRY BANK**  
HUNTINGTON, WV  
69-247/515

5/10/2017

PAY TO THE  
ORDER OF City of Nitro

\$ \*\*3,000.00

Three Thousand and 00/100\*\*\*\*\*

DOLLARS

City of Nitro  
2009 20th St.  
Nitro, WV 25143



MEMO

Boat Ramp/Parking Lot Damage

AUTHORIZED SIGNATURE

⑈028992⑈ ⑆051502476⑆ ⑆0144622⑈

FD Security Features Details on back.

**TRI-STATE PIPELINE, INC.**

City of Nitro  
JOB COST - OTHER

5/10/2017

3,000.00

FS Checking

Boat Ramp/Parking Lot Damage

3,000.00



JAMESMARK BUILDING  
901 QUARRIER STREET  
CHARLESTON, WV 25301

PHONE: (304) 344-0100  
FAX: (304) 342-1545

600 NEVILLE STREET  
SUITE 201  
BECKLEY, WV 25801

PHONE: (304) 254-9300  
FAX: (304) 255-5519

CRANBERRY PLAZA  
2414 CRANBERRY SQUARE  
MORGANTOWN, WV 26508

PHONE: (304) 225-2200  
FAX: (304) 225-2214

CAPERTON STATION OFFICE SUITES  
229 EAST MARTIN STREET, 5<sup>TH</sup> FLOOR  
MARTINSBURG, WV 25401

PHONE: (304) 260-1203  
FAX: (304) 342-1545

REPLY TO: Charleston  
SENDERS E-MAIL: [jbrown@pffwv.com](mailto:jbrown@pffwv.com)  
[www.pffwv.com](http://www.pffwv.com)

May 4, 2017

Attention: Eric Taylor  
Tri-State Pipeline, Inc.  
6351 Route 60 East, Suite 3  
Barboursville, WV 25504

**RE: *Payment for Damage***

Mr. Taylor:

This letter is to advise that I serve as City Attorney for the City of Nitro. Councilman Bill Javins has asked me to write you concerning your prior agreement to pay the Nitro CVB \$3,000 for damage done to the boat ramp and parking by your large trucks. I was informed that you had previously agreed to pay this amount and had promised to send the check forthwith, but the CVB has yet to receive the same.

I thank you in advance for your prompt attention to this matter and should you have any questions, please do not hesitate to call me.

Very truly yours,

JOHNNIE E. BROWN

JEB/kep



## Nitro Police Department

### January 2017 Calls for Service

Call Type	Call Count
911 HANG-UP / OPEN LINE	12
ACCIDENT - NO EMS	1
ACCIDENT - NO INJURIES	26
ACCIDENT - w/INJURIES	11
ALARM B&E	20
ALARM BURGLARY	7
ALARM PANIC	1
ANIMAL COMPLAINT	2
ASSIST EMS	1
ASSIST POLICE	7
B&E (STRUCTURE)	4
B&E (VEHICLE)	4
BOLO	1
BURGLARY	5
CARDIAC ARREST	1
CHECK WELL-BEING (LE & EMS)	3
CHECK WELL-BEING (LE ONLY)	7
COMPLAINT	220
DECEASED	2
DESTRUCTION of PROPERTY	1
DETAIL	6
DISABLED VEHICLE	11
DISTURBANCE	47
DOMESTIC	16
DRUG ACTIVITY	5
DRUNK	1
DUI	2
ESCORT	2

## Nitro Police Department

### February 2017 Calls for Service

Call Type	Call Count
911 HANG-UP / OPEN LINE	6
ACCIDENT - NO INJURIES	23
ACCIDENT - w/INJURIES	7
ALARM B&E	19
ALARM BURGLARY	6
ALARM HOLDUP	1
ALARM PANIC	1
ANIMAL COMPLAINT	4
ASSAULT	2
ASSAULT w/INJURIES	1
ASSIST POLICE	7
ATV	2
B&E (STRUCTURE)	2
B&E (VEHICLE)	5
BOLO	5
BURGLARY	5
CHECK WELL-BEING (LE & EMS)	2
CHECK WELL-BEING (LE ONLY)	9
COMPLAINT	172
DECEASED	1
DECREASED LOC	1
DESTRUCTION of PROPERTY	2
DETAIL	1
DISABLED VEHICLE	9
DISTURBANCE	33
DOMESTIC	9
DRUG ACTIVITY	3
DRUNK	2

JAN 2017	
EXTRA PATROL	38
FALLS	1
FI	31
FIGHT	2
FOOT PATROL	8
FORGERY / FRAUD	4
GUN SHOTS	5
INJURED PERSON	1
INVESTIGATION POLICE	49
LARCENY	21
LEAVING the SCENE	4
MENTAL	3
MISSING	1
MUSIC/NOISE COMPLAINT	6
OVERDOSE	6
PERSON DOWN	2
PROWLER	1
RECOVERED	7
ROBBERY (PERSON)	1
SEIZURES	1
SERVE	11
SHOPLIFTING	6
SHORTNESS OF BREATH (SOB)	1
STABBING	2
STOLEN GUN	1
STOLEN VEHICLE	8
STROKE (CVA)	1
STRUCTURE FIRE	1
SUICIDAL THOUGHTS	3
SUICIDE ATTEMPT	1
SUSPICIOUS ACTIVITY	14
SUSPICIOUS PERSON	13
SUSPICIOUS VEHICLE	18
TRAFFIC	5
TRESPASSING	2
TS	155
UNRESPONSIVE	3
WANTED PERSON	2
Grand Total	865

FEB 2017	
ESCORT	1
EXTRA PATROL	19
FI	16
FIGHT	3
FOOT PATROL	6
FORGERY / FRAUD	4
INVESTIGATION POLICE	45
LARCENY	7
LEAVING the SCENE	5
MISSING	3
MUSIC/NOISE COMPLAINT	4
PERSON DOWN	1
PROWLER	2
PURSUIT	6
RECOVERED	4
SEIZURES	1
SERVE	3
SHOPLIFTING	6
STOLEN VEHICLE	4
STRUCTURE FIRE	1
SUICIDAL THOUGHTS	3
SUICIDE ATTEMPT	2
SUSPICIOUS ACTIVITY	19
SUSPICIOUS PERSON	6
SUSPICIOUS VEHICLE	21
TRAFFIC	10
TRESPASSING	2
TS	193
UNRESPONSIVE	1
VIN VERIFICATION	2
WANTED PERSON	3
Grand Total	744

# Nitro Police Department

## March 2017 Calls for Service

Call Type	Call Count
911 HANG-UP / OPEN LINE	7
ACCIDENT - NO EMS	2
ACCIDENT - NO INJURIES	26
ACCIDENT - w/INJURIES	10
ALARM B&E	16
ALARM BURGLARY	4
ALARM HOLDUP	1
ALARM MEDICAL	1
ALARM PANIC	2
ANIMAL BITE	1
ANIMAL COMPLAINT	4
ASSAULT	4
ASSAULT w/INJURIES	3
ASSIST POLICE	10
ATV	2
B&E (STRUCTURE)	3
B&E (VEHICLE)	3
BOLO	1
BURGLARY	5
CHECK WELL-BEING (LE & EMS)	2
CHECK WELL-BEING (LE ONLY)	11
CHEST PAINS	1
COMPLAINT	205
DECEASED	1
DESTRUCTION of PROPERTY	10
DETAIL	4
DISABLED VEHICLE	7
DISTURBANCE	35

# Nitro Police Department

## April 2017 Calls for Service

Call Type	Call Count
744-OTHER	1
911 HANG-UP / OPEN LINE	5
ACCIDENT - NO EMS	2
ACCIDENT - NO INJURIES	27
ACCIDENT - w/INJURIES	12
ALARM B&E	23
ALARM BURGLARY	6
ALARM HOLDUP	1
ALARM PANIC	1
ANIMAL COMPLAINT	8
ASSIST POLICE	6
ATV	1
B&E (STRUCTURE)	7
B&E (VEHICLE)	5
BOLO	6
BURGLARY	8
CARDIAC ARREST	2
CHECK WELL-BEING (LE & EMS)	4
CHECK WELL-BEING (LE ONLY)	16
COMPLAINT	215
DESTRUCTION of PROPERTY	6
DETAIL	4
DISABLED VEHICLE	9
DISTURBANCE	51
DOMESTIC	10
DOMESTIC w/INJURIES	2
DRUG ACTIVITY	5
DRUNK	6

MARCH 2014

DOMESTIC	7
DOMESTIC w/INJURIES	1
DRUG ACTIVITY	2
DRUNK	6
ELEVATOR RESCUE	1
ESCORT	2
EXTRA PATROL	9
FI	28
FIGHT	3
FOOT PATROL	6
FORGERY / FRAUD	5
GENERAL MEDICAL / SICK-UNKNOWN	1
GUN SHOTS	3
HEART PROBLEM	1
INJURED PERSON	1
INVESTIGATION FIRE	1
INVESTIGATION POLICE	36
LARCENY	8
LEAVING the SCENE	8
LEAVING the SCENE w/INJURIES	1
MENTAL	5
MUSIC/NOISE COMPLAINT	4
OVERDOSE	2
PEDESTRIAN STRUCK	2
PERSON DOWN	4
PROWLER	1
PURSUIT	4
RECOVERED	6
SERVE	5
SERVICE CALL (FIRE)	1
SHOPLIFTING	9
SHORTNESS OF BREATH (SOB)	2
STOLEN VEHICLE	2

APR 2012

ESCORT	1
EXTRA PATROL	10
FI	38
FIGHT	4
FOOT PATROL	7
GENERAL MEDICAL / SICK-UNKNOWN	1
GUN SHOTS	4
INVESTIGATION POLICE	45
LARCENY	10
LEAVING the SCENE	3
LOCK OUT	2
MISSING	1
MUSIC/NOISE COMPLAINT	5
OVERDOSE	5
PEDESTRIAN STRUCK	1
PERSON DOWN	14
RECOVERED	2
ROBBERY (PERSON)	1
SERVE	16
SHOPLIFTING	4
STOLEN VEHICLE	3
SUICIDAL THOUGHTS	2
SUICIDE ATTEMPT	3
SUSPICIOUS ACTIVITY	16
SUSPICIOUS PERSON	11
SUSPICIOUS VEHICLE	19
TRAFFIC	16
TRESPASSING	7
TS	228
UNRESPONSIVE	1
WANTED PERSON	3
Grand Total	932

MARCH 2017

STRUCTURE FIRE	1
SUCIDAL THOUGHTS	3
SUICIDE ATTEMPT	1
SUSPICIOUS ACTIVITY	16
SUSPICIOUS PERSON	12
SUSPICIOUS VEHICLE	15
TRAFFIC	8
TRESPASSING	7
TS	205
UNRESPONSIVE	2
WANTED PERSON	2
Grand Total	830