

CHARLESTON CITY COUNCIL

Regular Meeting

June 7, 2021

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 6-7-2021

PROCLAMATIONS

1. 6-7-2021

NOMINATIONS TO FILL VACANT SEAT IN WARD 4

COMMUNICATIONS

1. 6-7-2021

REPORTS OF STANDING COMMITTEES

ORDINANCE AND RULES

1. Bill No. 7907 – A BILL to amend the Municipal Code of the City of Charleston relating to updating the Charleston Human Rights Ordinance to include protections against discrimination because based on hair textures and protective hairstyles and defining terms.

PLANNING, STREETS AND TRAFFIC

1. Bill No. 7906 - Amending the Zoning Ordinance of the City of Charleston by rezoning from an I-2 district to a C-10 district, those certain parcels of land situate at 312 21st Street, Charleston, West Virginia.
2. Bill No. 7908 – A Bill to establish a one-way street on 2nd Avenue from Florida Street to Bream Street by prohibiting vehicular traffic from traveling in an easterly direction and modifying existing and/or adding necessary traffic control devices.
3. Bill No. 7910 – A Bill to establish a one-way street on Russell Street from Grant Street to 1st Avenue by prohibiting vehicular traffic from traveling in a northerly direction and modifying existing and/or adding necessary traffic control devices.
4. Bill No. 7911 – A Bill to establish a no parking anytime in turnaround at the intersection of Iris Drive and Fields Street.
5. Bill No. 7912 - A Bill to establish a no parking anytime in the dead end of Daisy Drive located 495 feet in an easterly direction of the intersection of Cosmos Drive and Daisy Drive.

PUBLIC SAFETY

1. Resolution No. 472-21 - Authorizing the Mayor or City Manger to enter into a Memorandum of Understanding with the Kanawha County Board of Education for the continued placement of 3 Prevention Resource Officers at West Side Middle School, Capital High School and George Washington High School.

FINANCE

1. Resolution No. 483-21 – Granting the Woodbridge Homeowner’s Association Right-of-Way Privileges for the purpose of installing and maintaining private road signs within the Woodbridge subdivision.
2. Resolution No. 484-21 - Authorizing the Mayor or City Manager to submit an application to The Greater Kanawha Valley Foundation under the Charleston West Side Initiative Program for a new park installation at the corner of Washington Street West and Beatrice Streets.
3. Resolution No. 486-21 - Authorizing the Mayor or City Manager to enter into a contract for the creation of a unique City of Charleston themed postcard mural.

4. Resolution No. 487-21 – Approving a revised schedule of fees, rates, and charges relating to the use of the Charleston Coliseum & Convention Center and the Municipal Auditorium.
5. Resolution No. 488-21 - Authorizing the Mayor or City Manager to enter into an agreement with OptumRx to serve as the City's Retiree Plan Pharmacy Benefit Manager for the period of July 1, 2021 through June 30, 2024.
6. Resolution No. 489-21 - Authorizing approval of Amendment No. 8 of the FY 2020-2021 General Fund Budget as indicated on the attached list of accounts.
7. Resolution No. 490-21 - Authorizing the Mayor or City Manager to enter into a memorandum of understanding with the Raleigh County Solid Waste Authority for services relating to the processing of mixed recyclables.
8. Resolution No. 491-21 - Authorizing a contract to provide event pyrotechnic effects services for the City of Charleston's 2021 Fourth of July celebration.

REPORTS OF OFFICERS

1. 6-7-2021

NEW BILLS

1. 6-7-2021

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD TUESDAY, JUNE 22 , 2021 AT 7:00 P.M.

THE AGENDA WAS AMENDED 6-3-2021

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**



Charleston Sanitary Board



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,
Karen Pauley, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 4535 Roosevelt Ave Chas WV 25304

Telephone Number: 304 395 7291

and that on the 29 day of April, 2020/2021, at approximately 8⁰⁰ am/pm
in the City of Charleston, West Virginia, he/she sustained

Basement Flooded 1'

Nature Of Injury And/Or Damage

As A Result Of:

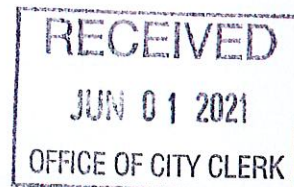
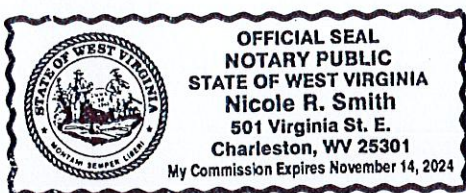
sewerline blockage

As a result of which accident the Claimant, Karen Pauley, does hereby make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by him/her in the future.

Signature of Claimant

Taken, subscribed and sworn to before me this 1st day of June, 2021.
My commission expires November 14, 2024.

Notary Public





AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Matthew D. Mellert, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 29 Chiswick Way Winfield, WV 25213

Telephone Number: (681)-587-6165

and that on the 15th day of May, 2020/2021 at approximately 6 pm am/pm
in the City of Charleston, West Virginia, he/she sustained

Damage to the front bumper of my vehicle.

Nature Of Injury And/Or Damage

As A Result Of:

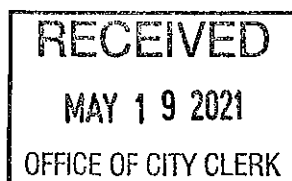
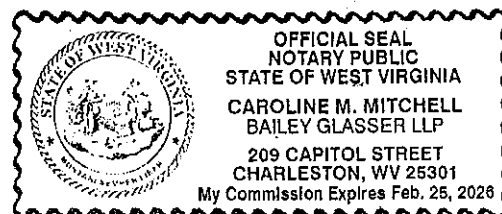
A City of Charleston police cruiser (Vehicle #217, license plate PD 3012) backing into my vehicle
on Quarrier Street.

As a result of which accident, the Claimant, Matthew D. Mellert, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Matthew D. Mellert
Signature of Claimant

Taken, subscribed and sworn to before me this 17th day of May, 2021.
My commission expires February 25, 2026.

Caroline M. Mitchell
Notary Public





Charleston Sanitary Board



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Karen Pauley, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 6535 Roosevelt Ave Ches WV 25304

Telephone Number: 304 395 7291

and that on the 29 day of April, 2020/2021, at approximately 8⁰⁰ am/pm
in the City of Charleston, West Virginia, he/she sustained

Basement flooded 1'

Nature Of Injury And/Or Damage

As A Result Of:

sewer line blockage

As a result of which accident the Claimant, Karen Pauley, does hereby make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by him/her in the future.

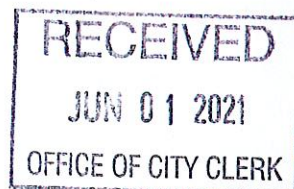
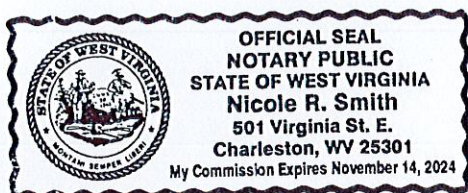
Karen Pauley

Signature of Claimant

Taken, subscribed and sworn to before me this 1st day of June, 2021.
My commission expires November 14, 2024.

Nicole R. Smith

Notary Public



**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

WHEREAS: Youth sports are a good way to increase physical activity, develop lifelong habits for good health and encourage confidence; and

WHEREAS: Teamwork and leadership skills developed while playing sports help our youth communicate and problem solve in school and later in their lives in the workforce; and

WHEREAS: Coaches do more than teach a sport. They are often mentors, a listening ear and the inspiration that guides and shapes the lives of our young athletes; and

WHEREAS: The City of Charleston is home to many sports teams in our local schools and communities—including several state championship teams; and

WHEREAS: Both the Varsity and Junior Varsity Boys Basketball teams at West Side Middle School went undefeated and secured the Kanawha County Middle School Boys Championship.

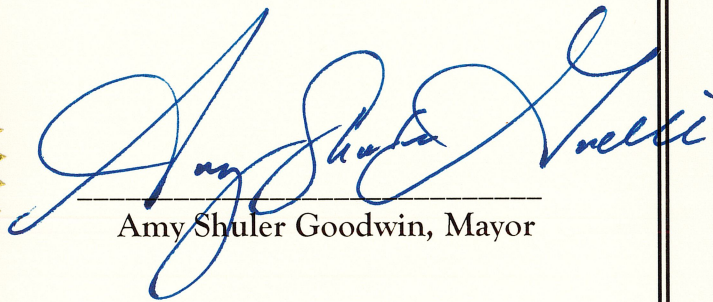
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize the players and coaches of the

**2021 WEST SIDE MIDDLE WOLFPACK
BOYS BASKETBALL TEAM**

for their accomplishments—achieving an outstanding overall record of 33 and 1 over the last 2 seasons and averaging 83 points per game while only allowing 32 points averaging a game margin of over 50 points.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7th day of June 2021.





Amy Shuler Goodwin, Mayor

Bill No. 7907

Introduced in Council:

May 3, 2021

Introduced by:

Tiffany Wesley-Plear

Adopted by Council:

Referred to:

Ordinance & Rules

1 **Bill No. 7907** - A BILL to amend and reenact Section 62-3 of the Municipal Code of the
2 City of Charleston, as amended, relating to updating the Charleston Human Rights
3 Ordinance to include protections against discrimination because based on hair textures
4 and protective hairstyles, commonly referred to as CROWN—Create a Respectful and
5 Open World for Natural Hair; and defining terms.

6

7 **Now, therefore, be it ordained by the Council of the City of Charleston:**

8

9 That Section 62-3 of the Municipal Code of the City of Charleston be amended and
10 reenacted to read as follows:

11

12 **CHAPTER 62 – HUMAN RIGHTS.**

13 **ARTICLE I – IN GENERAL.**

14 **Sec. 62-3. - Definitions.**

15

16 When used in this chapter:

17

18 *Age* means 40 or above.

19

20 *Chair* means the chair of the Charleston Human Rights Commission.

21

22 *Commission* means the Charleston Human Rights Commission.

23

24 *Discriminate* or *discrimination* means to exclude from, or fail or refuse to extend to, a
25 person equal opportunities because of race, religion, color, national origin, ancestry,
26 sex, age, blindness, handicap, familial status, or sexual orientation and includes "to
27 separate" or "segregate". For the purposes of this chapter, discrimination because of
28 race includes, but is not limited to, discrimination based on hair textures and protective
29 hairstyles historically associated with a particular race.

30

31 *Employee* shall not include any individual employed by his parents, spouse or child,
32 or in the domestic service of any person.

33

34 *Employer* means any person employing 12 or more persons within the city and
35 includes an agent of such person, and its agencies. Provided, that such terms shall not

36 be taken, understood or construed to include a private club, which, in fact, is not open
37 to the public.

38
39 *Employment agency* includes any person regularly undertaking with or without
40 compensation to procure, recruit, refer or place employees. A newspaper engaged in
41 the activity of advertising in the normal course of its business shall not be deemed to be
42 an employment agency.

43
44 *Familial status* means one or more individuals (who have not attained the age of 18
45 years) being domiciled with:

46 (1) A parent or another person having legal custody of such individual or
47 individuals; or

48 (2) The designee of such parent or other person having such custody, with the
49 written permission of such parent or other person.

50
51 The protections afforded against discrimination on the basis of familial status shall
52 apply to any person who is pregnant or is in the process of securing legal custody of
53 any individual who has not attained the age of 18 years. Nothing in this definition
54 restricts advertisements of dwellings which are intended and operated for occupancy by
55 older persons and which constitute housing for older persons.

56
57 *Handicap* means a person who:

58 (1) Has a mental or physical impairment which substantially limits one or more of
59 such person's major life activities; "major life activities" includes functions such as
60 caring for one's self, performing manual tasks, walking, seeing, hearing, speaking,
61 breathing, learning and working;

62 (2) Has a record of such impairment; or

63 (3) Is regarded as having such an impairment.

64
65 For the purposes of this article "handicap" does not include persons whose current
66 use of or addiction to alcohol or drugs prevents such individual from performing the
67 duties of the job in question or whose employment, by reasons of such current alcohol
68 or drug abuse, would constitute a direct threat to property or the safety of others.

69
70 For the purposes of this article, a person shall be considered to be blind only if his
71 central visual acuity does not exceed 20/200 in the better eye with correcting lenses, or
72 if his visual acuity is greater than 20/200 but is occasioned by a limitation in the field of
73 vision such that the widest diameter of the visual field subtends an angle no greater
74 than 20 degrees.

75
76 *Housing accommodations* means any building or portion thereof which is used or
77 intended for use as the residence or sleeping place of one or more persons. Nothing
78 contained in this definition or this article shall apply to the rental of a room or rooms in a
79 rooming house occupied by the owner as a place of residence and containing no more
80 than four rented rooms, or rooms to be rented.

82 *Labor organization* includes any organization which exists for the purpose, in whole
83 or in part, for collective bargaining or for dealing with employers concerning grievances,
84 terms or conditions of employment, or for other mutual aid or protection in relation to
85 employment.

86
87 *Owner* shall include the owner, lessee, sublessee, assignee, manager, agents or
88 other person having the right to sell, rent or lease any housing accommodation or real
89 property within the city or any agent of any of these.

90
91 *Person* means one or more individuals, partnerships, associations, organizations,
92 corporations, labor organizations, cooperatives, legal representatives, trustees, trustees
93 in bankruptcy, receivers and other organized groups of persons.

94
95 *Place of public accommodations* means any establishment or person, as defined
96 herein, including the city and any of its affiliated boards and commissions, or any
97 political or civil subdivision thereof, which offers its services, goods, facilities or
98 accommodations to the general public, but does not include any accommodations
99 which are in their nature private.

100
101 *Protective hairstyles* include, but are not limited to, hairstyles such as braids, locks,
102 and twists.

103
104 *Purchaser* includes any occupant, prospective occupant, lessee, prospective lessee,
105 renter, prospective renter, buyer or prospective buyer.

106
107 *Real estate broker* includes any person, firm or corporation who, for a fee,
108 commission or other valuable consideration, or by reason of a promise or reasonable
109 expectation thereof, lists for sale, sells, exchanges, buys or rents, or offers or attempts
110 to negotiate a sale, exchange, purchase or rental of real estate or an interest therein, or
111 collects or offers or attempts to collect rent for the use of real estate or solicits for a
112 prospective purchaser, or assists or desists in the procuring of prospects or the
113 negotiation or closing of any transaction which does or is contemplated to result in the
114 sale, exchange, leasing, renting or auctioning of any real estate, or negotiates, offers or
115 attempts or agrees to negotiate a loan secured or to be secured by mortgage or other
116 encumbrance upon transfer of any real estate for others, or any person who, for
117 pecuniary gain or expectation of pecuniary gain, conducts a public or private
118 competitive sale of lands or any interest in lands. In the sale of lots, the term "real
119 estate broker" also includes any person, partnership, association or corporation
120 employed by or on behalf of the owner or owners of lots or other parcels of real estate
121 at a stated salary, or upon a commission, or upon a salary and commission, or
122 otherwise, to sell such real estate, or any parts thereof, in lots or other parcels, and who
123 shall sell or exchange, or offer or attempt or agree to negotiate the sale or exchange of
124 any such lot or parcel of real estate. A newspaper engaged in the activity of advertising
125 in the normal course of its business shall not be deemed to be a real estate broker.

126
127 *Real estate salesman* includes any person who, for compensation, valuable

128 consideration or commission, or other thing of value, or by reason of a promise or
129 reasonable expectation thereof, is employed by and operates under the supervision of
130 real estate broker to sell, buy or offer to buy or negotiate the purchase, sale or
131 exchange of real estate, offers or attempts to negotiate a loan secured or to be secured
132 by a mortgage or other encumbrance upon or transfer of real estate for others, or to
133 collect rents for the use of real estate, or to solicit for prospective purchasers or lessees
134 of real estate, or who is employed by a licensed real estate broker to sell or offer to sell
135 lots or other parcels of real estate, at a stated salary, or upon a commission, or upon a
136 salary and commission, or otherwise, to sell real estate, or any parts thereof, in lots or
137 other parcels.

138

139 *Real property* includes real estate, lands, leaseholds, commercial or industrial
140 buildings and any vacant land offered for sale or rent on which the construction of a
141 housing accommodation, commercial or industrial building is intended, and any land
142 operated as a trailer camp or rented or leased for the use, parking or storage of mobile
143 homes or house trailers.

144

145 *Rooming house* means a house or building where there is one or more bedrooms
146 which the proprietor can spare for the purpose of giving lodgings to such persons as he
147 chooses to receive.

148

149 *Sexual orientation* means actual or perceived heterosexuality, homosexuality,
150 bisexuality, or gender-related identity, appearance, or behavior of an individual, with or
151 without regard to the individual's assigned sex at birth.

152

153 *Unlawful discriminatory practices* includes only those practices specified in section
154 62-81.



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: May 24, 2021

Subject: Bill No. 7906

The Committee on Planning, Streets and Traffic had under consideration Bill #7906 attached hereto and made a part thereof.

Your Committee finds:

1. The rezoning is consistent with the future land use map which designates this property as "Industrial" with the express recommendation to seek "Gradual site upgrades to improve aesthetics."
2. Rezoning will allow for renewed investment and continued commercial use of the property thereby improving the aesthetic and vitality of the city.
3. The intensity of uses between the two zoning districts is comparable and certain C-10 uses offer reduced potential impact on neighboring properties compared to permitted and conditional uses in the I-2 district. Thereby providing increased protection to neighboring residents.

Therefore the rezoning is consistent with the comprehensive plan and reports the same to Council with the recommendation that the bill do pass.

Mary Beth Hoover – VIA Phone

Chair

Naomi Bays – VIA Phone

Becky Ceperley – VIA Phone

Adam Knauff – VIA Phone

Chad Robinson – VIA Phone

Will Laird – VOA Phone

Sam Minardi – VIA Phone

Bill No. 7906

Introduced in Council

Passed by Council

May 3, 2021

Introduced by

Referred to

Pat Jones

Municipal Planning Commission
Planning, Streets, and Traffic
Committee

Bill No. 7906 - Amending the Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, and the map made a part thereof, by rezoning from an I-2 district to a C-10 district, those certain parcels of land situate at 312 21st Street, Charleston, West Virginia.

Be it Ordained by the City Council of the City of Charleston, West Virginia:

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 1st day of January 2006, as amended, is hereby amended by rezoning from an I-2 district to a C-10 district the whole of the following described parcels of land:

Parcel Nos. 122,155 and 157 as shown on Charleston North (District 10) Tax Map No. 10, and Parcel No. 1. Subject parcels commonly known as 312 21st Street, Charleston, West Virginia. Said tax maps are of record in the Planning Office.

2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 27 of this ordinance.

3. All prior ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: May 24, 2021

Subject: Bill No. 7908

The Committee on Planning, Streets and Traffic has had under consideration:

Bill No. 7908 - A Bill to establish a one-way street on 2nd Avenue from Florida Street to Bream Street by prohibiting vehicular traffic from traveling in an easterly direction and modifying existing and/or adding necessary traffic control devices and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

and reports the same to Council with the recommendation that the Bill do pass.

Mary Beth Hoover – VIA Phone

Chair

Naomi Bays – VIA Phone

Becky Ceperley – VIA Phone

Will Laird – VIA Phone

Adam Knauff – VIA Phone

Chad Robinson – VIA Phone

Sam Minardi – VIA Phone

1 **Bill No. 7908**

2 Passed by Council:

3 Introduced in Council

4 **May 3, 2021**

5 Introduced by:

Referred to:

6 **Tiffany Wesley-Plear**

Planning, Streets and Traffic

7
8
9 **Bill No. 7908** - A Bill to establish a one-way street on 2nd Avenue from Florida Street to
10 Bream Street by prohibiting vehicular traffic from traveling in an easterly direction and
11 modifying existing and/or adding necessary traffic control devices and amending the
12 Traffic Control Map and Traffic Control File, established by the code of the City of
13 Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section
14 263, Division 2, Article 4, Chapter 114, to conform therewith.

15 **Be it Ordained by the Council of the City of Charleston, West Virginia:**

16 Section 1. A Bill to establish a one-way street on 2nd Avenue from Florida Street to
17 Bream Street by prohibiting vehicular traffic from traveling in an easterly direction and
18 modifying existing and/or adding necessary traffic control devices

19 Section 2. The Traffic Control Map and Traffic Control File, established by the code
20 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
21 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
22 amended, to conform to this Ordinance.

23 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
24 repealed to the extent of said inconsistency.



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: May 24, 2021

Subject: Bill No. 7910

The Committee on Planning, Streets and Traffic has had under consideration:

Bill No. 7910 - A Bill to establish a one-way street on Russell Street from Grant Street to 1st Avenue by prohibiting vehicular traffic from traveling in a northerly direction and modifying existing and/or adding necessary traffic control devices and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

and reports the same to Council with the recommendation that the Bill do pass.

Mary Beth Hoover – VIA Phone

Chair

Naomi Bays – VIA Phone

Becky Ceperley – VIA Phone

Will Laird – VIA Phone

Adam Knauff – VIA Phone

Chad Robinson – VIA Phone

Sam Minardi – VIA Phone

1 **Bill No. 7910**

2 Passed by Council:

3 Introduced in Council

4 **May 3, 2021**

5 Introduced by:

Referred to:

6 **Tiffany Wesley-Plear**

Planning, Streets and Traffic

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8
9 **Bill No. 7910** - A Bill to establish a one-way street on Russell Street from Grant Street
10 to 1st Avenue by prohibiting vehicular traffic from traveling in a northerly direction and
11 modifying existing and/or adding necessary traffic control devices and amending the
12 Traffic Control Map and Traffic Control File, established by the code of the City of
13 Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section
14 263, Division 2, Article 4, Chapter 114, to conform therewith.

15 **Be it Ordained by the Council of the City of Charleston, West Virginia:**

16 Section 1. A Bill to establish a one-way street on Russell Street from Grant Street to 1st
17 Avenue by prohibiting vehicular traffic from traveling in a northerly direction and
18 modifying existing and/or adding necessary traffic control devices

19 Section 2. The Traffic Control Map and Traffic Control File, established by the code
20 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
21 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
22 amended, to conform to this Ordinance.

23 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
24 repealed to the extent of said inconsistency.



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: May 24, 2021

Subject: Bill No. 7911

The Committee on Planning, Streets and Traffic has had under consideration:

Bill No. 7911 - A Bill to establish a no parking anytime in turnaround at the intersection of Iris Drive and Fields Street and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

and reports the same to Council with the recommendation that the Bill do pass.

Mary Beth Hoover – VIA Phone

Chair

Naomi Bays – VIA Phone

Becky Ceperley – VIA Phone

Will Laird – VIA Phone

Adam Knauff – VIA Phone

Chad Robinson – VIA Phone

Sam Minardi – VIA Phone

1 **Bill No. 7911**

2 Passed by Council:

3 Introduced in Council

4 **May 17, 2021**

5 Introduced by:

Referred to

6 **Bobby Haas**

Planning, Streets and Traffic

7
8 **Bill No. 7911** - A Bill to establish a no parking anytime in turnaround at the intersection
9 of Iris Drive and Fields Street and amending the Traffic Control Map and Traffic Control
10 File, established by the code of the City of Charleston, West Virginia, two thousand and
11 three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to
12 conform therewith.

13 **Be it Ordained by the Council of the City of Charleston, West Virginia:**

14 Section 1. A Bill to establish a no parking anytime in turnaround at the intersection of Iris
15 Drive and Fields Street

16 Section 2. The Traffic Control Map and Traffic Control File, established by the code
17 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
18 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
19 amended, to conform to this Ordinance.

20 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
21 repealed to the extent of said inconsistency.



PLANNING, STREETS AND TRAFFIC COMMITTEE

Mary Beth Hoover, Chair

COMMITTEE REPORT

To: Miles Carey, City Clerk

From: Council's Committee on Planning, Streets and Traffic

Date: May 24, 2021

Subject: Bill No. 7912

The Committee on Planning, Streets and Traffic has had under consideration:

Bill No. 7912 - A Bill to establish a no parking anytime in the dead end of Daisy Drive located 495 feet in an easterly direction of the intersection of Cosmos Drive and Daisy Drive and amending the Traffic Control Map and Traffic Control File, established by the code of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

and reports the same to Council with the recommendation that the Bill do pass.

Mary Beth Hoover – VIA Phone

Chair

Naomi Bays – VIA Phone

Becky Ceperley – VIA Phone

Will Laird – VIA Phone

Adam Knauff – VIA Phone

Chad Robinson – VIA Phone

Sam Minardi – VIA Phone

1 **Bill No. 7912**

2 Passed by Council:

3 Introduced in Council

4 **May 17, 2021**

5 Introduced by:

Referred to

6 **Bobby Haas**

Planning, Streets and Traffic

7
8 **Bill No. 7912** - A Bill to establish a no parking anytime in the dead end of Daisy Drive
9 located 495 feet in an easterly direction of the intersection of Cosmos Drive and Daisy
10 Drive and amending the Traffic Control Map and Traffic Control File, established by the
11 code of the City of Charleston, West Virginia, two thousand and three, as amended,
12 Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

13 **Be it Ordained by the Council of the City of Charleston, West Virginia:**

14 Section 1. A Bill to establish a no parking anytime in the dead end of Daisy Drive
15 located 495 feet in an easterly direction of the intersection of Cosmos Drive and Daisy
16 Drive

17 Section 2. The Traffic Control Map and Traffic Control File, established by the code
18 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
19 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
20 amended, to conform to this Ordinance.

21 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
22 repealed to the extent of said inconsistency.

Resolution No. 472-21

Introduced in Council:

Adopted by Council:

May 17, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee and Public
Safety Committee

1 Resolution No. 472-21 – Authorizing the Mayor or City Manager to enter into a Memorandum
2 of Understanding with the Kanawha County Board of Education for continued placement of
3 three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capital
4 High School and George Washington High School.

5

6 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Mayor or City Manager is authorized to enter into a Memorandum of Understanding
9 with the Kanawha County Board of Education for continued placement of three Prevention
10 Resource Officers at schools in Charleston – West Side Middle School, Capital High School and
11 George Washington High School.

12

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as Prevention Resource Officer in the Kanawha County school system at Capital High School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

1.01 The GRANTEE shall provide one police officer(s), assigned a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

1.08 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute officer has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.09 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction, but the PRO shall have the option if they choose to do so.

1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and any other disciplinary and attendance information.

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2021, through the 30th day of June 2022.

3.02 This agreement shall continue in effect until the duration of the term as described in paragraph 3.01 or until terminated by either of the parties in accordance with the term listed in section four below.

SECTION 4. TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and insure to the benefit of the successors of the GRANTEE and BOARD.

SECTION 11. NOTICES

11.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as Prevention Resource Officer in the Kanawha County school system at George Washington High School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

1.01 The GRANTEE shall provide one police officer(s), assigned a Prevention Resource Officer, (hereinafter referred to as "PRO") to the secondary school system operated by the BOARD.

1.02 PRO shall abide by County School Board Policies and laws, as they relate to School Prevention Resource Officers. The PRO shall consult and coordinate instructional activities through the principal. Activities conducted by the PRO, which are part of the regular instruction program of the school, shall be under the direction of the principal. The BOARD shall approve the content of educational programs and instructional materials used by the PRO.

1.03 The PRO will provide to student's instruction in various aspects of law enforcement, public safety and education as requested and supervised by teachers.

1.04 GRANTEE shall be responsible for the control and direction of all aspects of employment of the police officer assigned to the PRO Program.

1.05 GRANTEE shall ensure that the exercise of the law enforcement powers by the PRO is in compliance with the authority granted by law.

1.06 GRANTEE shall hold harmless the BOARD for any injuries suffered by Prevention Resource Officer arising under their employment with the PRO Program.

1.07 The PRO shall not function as a school disciplinarian, or safety officer. It is not the responsibility of the PRO to intervene with the normal disciplinary actions of the school system or be used as a witness to disciplinary procedures in the school. The PRO will, at all times, be expected to act within the scope of authority granted by the law. The PRO will perform duties to the following:

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
- d. To develop a better appreciation of citizen's rights, obligations and responsibilities.
- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

1.08 The police officer may not be changed during the course of the agreement by the GRANTEE unless the substitute officer has received the required training. The PRO shall be on duty at the school during regular school hours when students are required to attend and when the required PRO training programs are conducted, unless police department emergency needs or law enforcement requirements prohibit.

1.09 The PRO shall not be required to attend extracurricular activities, which are held beyond his/her regular workday nor require the PRO to leave his/her jurisdiction, but the PRO shall have the option if they choose to do so.

1.10 The PRO shall have access to all data contained in the WVEIS system, the school administration student systems, and any other disciplinary and attendance information.

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

2.02 Payments shall be made in twelve installments upon submission of monthly invoices by the GRANTEE and certification by the principal or his/her designee that the services rendered were satisfactory. The monthly payments shall be based on a rate of **\$33.83** per hour and shall be made within **30** days of receipt of the invoice.

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SECTION 4. TERMINATION

4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

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8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and insure to the benefit of the successors of the GRANTEE and BOARD.

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11.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2021 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

WHEREAS, the BOARD has established a Prevention Resource Officer Program (hereinafter referred to as "PRO Program"); and

WHEREAS, the BOARD agrees for Grantee to have a police officer serve as Prevention Resource Officer in the Kanawha County school system at West Side Middle School and;

WHEREAS, the GRANTEE and the BOARD understand that the Program is established for the purpose of assistance in the prevention of juvenile delinquency through programs specifically developed to respond to those factors and conditions which give rise to delinquency; and

WHEREAS, the GRANTEE and the BOARD realize the PRO program is a great benefit to school administration, students and the community as a whole.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

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The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

2.01 The principal at the designated school ***(this may change with each grant. It could be the Project Director of the grant or the supervisor of the police department, etc.)*** shall be the on-site contact person for the PRO. The Superintendent of the BOARD shall designate the Prevention Resource Officer Coordinator to serve as the county liaison for the program.

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4.01 Either party may terminate this agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 5. INVALID PROVISION

5.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

SECTION 6. INDEMNIFICATION

6.01 The BOARD agrees to indemnify and save harmless the GRANTEE for any liability whatsoever arising out of the negligent acts of the Board's employees or agents in directing the PRO in the performance of their instructional programs. Nothing in this Agreement shall be construed to affect in any way the GRANTEE or the BOARD'S rights, privileges, and immunities.

SECTION 7. ASSIGNMENT

7.01 Neither party to the Agreement shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights, or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

SECTION 10. CHOICE OF LAW

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of West Virginia. It shall be binding upon and insure to the benefit of the successors of the GRANTEE and BOARD.

SECTION 11. NOTICES

11.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon mailing by certified mail, return receipt requested, or delivered personally to the following persons and addresses unless otherwise specified herein:

Mayor Amy Shuler Goodwin
City of Charleston
P.O. Box 2749
Charleston, WV 25330

Date

Dr. Tom Williams, Superintendent
Kanawha County Board of Education
200 Elizabeth Street
Charleston, WV 25311

Date

To be passed by both entities, the City of Charleston and the Kanawha County Board of Education.

Resolution No. 483-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 483-21 – A Resolution granting the Woodbridge Homeowner’s Association
2 Right-of-Way Privileges for the purpose of installing and maintaining private road signs within
3 the Woodbridge subdivision. Further, the Mayor is hereby authorized to execute the Private
4 Sign on Public Right-of-Way Authorization and Agreement attached as Exhibit A hereto.

5

6 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Woodbridge Homeowner’s Association is hereby granted Right-of-Way Privileges for
9 the purpose of installing and maintaining private road signs within the Woodbridge
10 subdivision. Further, the Mayor is hereby authorized to execute the Private Sign on Public
11 Right-of-Way Authorization and Agreement attached as Exhibit A hereto.

PRIVATE SIGN ON PUBLIC RIGHT-OF-WAY AUTHORIZATION AND AGREEMENT

This Agreement, is made this ____ day of _____ 2021, by and between the CITY OF CHARLESTON, WEST VIRGINIA, party of the first part (“Grantor”) and, the Woodbridge Homeowner’s Association, its agents and contractors, party of the second part, (“Grantee”).

WITNESSETH: Acknowledging that the Private Road Signs within the Woodbridge Subdivision, as an established community with a homeowner’s association that has approved and supported the request of maintaining and installing Private Road Signs, which benefits the public, and for other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee certain Right-of-Way Privileges on certain lands of Grantor situated in the City of Charleston, Kanawha County, West Virginia, on the Woodbridge Subdivision, being more particularly described in the map showing the installation and maintenance agreement areas, which is attached hereto as Exhibit A and made a part of this agreement (the “Subdivision”).

The said Right-of-Way Privileges hereby granted, which are subject to review and approval by the City of Charleston Traffic, Parking and Transportation Department prior to installation, are for the sole purpose of maintaining and installing Private Road Signs located on the Property. The “Right-of-Way Privileges” are defined as permission to enter the Property to install the road signs, including, but not limited to, paying for the installation and routine maintenance of the signs, removal of any public signs or other obstructions that may interfere with the installation of Private Road Signs, provided that Grantee shall return to the City any public signs removed with City approval, and shall restore any and all areas disturbed to satisfaction of Grantor upon completion of maintenance work.

It shall be Grantee’s obligation to repair and/or replace while also routinely maintaining the Private Road Signs, with such duties being performed in a good and workmanlike manner and conform to all applicable Federal, State, City laws, including, but not limited to, those located in Chapter 114 Article IV of the Code of the City of Charleston, West Virginia. Grantee shall ensure that the Private Road Signs do not result in problems related to safety, confusion, undue burden, or inconvenience to the City, or its residents. Grantee, and its successors and assigns, on behalf of itself, its agents and contractors, shall hold harmless, indemnify, and defend Grantor from and against any and all claims, actions, damages or other

liabilities arising from or related in any way to the location, construction, operation, use, maintenance, repair or replacement of the Private Road Signs, and in the event of damage to any property of the City, shall promptly reimburse the City for all reasonable costs and expenses of any character upon Grantee's receipt of a demand for reimbursement. In the event that any or all Private Road Signs cease to comply with all applicable Federal, State, City laws and regulations, or become unsafe, and Grantee or any successor fails after notice to make all necessary repairs or other necessary actions, the agreement shall cease, terminate and be of no further effect, and Grantee shall, upon receiving written notice from Grantor, immediately and at Grantee's solo expense, remove the Private Road Signs from Grantor's property. Furthermore, in the event that Grantor should have a public need for the Property affected by the agreement provided herein, including any or all areas on which the Private Road Signs are located, Grantor may in its sole discretion terminate the agreement by providing written notice to Grantee and may, at Grantor's expense, remove any or all Private Road Signs from the Property.

Grantor and Grantee intend for this agreement and the obligations contracted herein to run with the Property perpetually unless and until extinguished in accordance with the terms of this instrument or expressly extinguished by Grantee or Grantor by another recorded writing. The Grantor and Grantee otherwise acknowledge the Grantor agrees to encumber the Property expressly with the aforementioned rights granted to the Grantee.

[signatures follow]

[remainder of page intentionally blank]

WITNESS the following signature(s) executing this PRIVATE SIGN ON PUBLIC RIGHT-OF-WAY AUTHORIZATION AND AGREEMENT:

Date: _____

Amy Shuler Goodwin, Mayor
Authorized agent of Grantor

T. W. Cox, President of Woodbridge HOA
Authorized agent of Grantee

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by
Amy Shuler Goodwin, Mayor of the City of Charleston, authorized agent of Grantor. My commission
expires on _____.

(Notary Seal)

Notary Public Signature

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by
T. W. Cox, President of Woodbridge Homeowner's Association, authorized agent of Grantee. My
commission expires on _____.

(Notary Seal)

Notary Public Signature

EXHIBIT A



Resolution No. 484-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

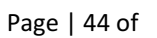
1 Resolution No. 484-21 – Authorizing the Mayor or City Manager to submit an application to
2 The Greater Kanawha Valley Foundation under the Charleston West Side Initiative Program in
3 the amount of \$30,000 and administer any funds awarded. These funds will be used for a new
4 park installation to include basketball courts, playground and parking area at the corner of
5 Washington Street West and Beatrice Streets.

6

7 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

8

9 That the Mayor or City Manager is hereby authorized to submit an application to The Greater
10 Kanawha Valley Foundation under the Charleston West Side Initiative Program in the amount
11 of \$30,000 and administer any funds awarded. These funds will be used for a new park
12 installation to include basketball courts, playground and parking area at the corner of
13 Washington Street West and Beatrice Streets.



Resolution No. 486-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 486-21 – Authorizing the Mayor or City Manager to enter into a contract with
2 Greetings Tour, Inc., in an amount not to exceed \$27,000 for the creation of a unique City of
3 Charleston themed postcard mural to be installed on City property under the supervision of
4 the Director of Public Art.

5

6 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Mayor or City Manager is authorized to enter into a contract with Greetings Tour, Inc.,
9 in an amount not to exceed \$27,000 for the creation of a unique City of Charleston themed
10 postcard mural to be installed on City property under the supervision of the Director of Public
11 Art.



GREETINGS TOUR

POSTCARD MURALS ACROSS AMERICA

OUR STORY

MISSION

Greetings Tour is a nationwide mural project creating interactive & timeless landmarks through public art. Using the classic large letter postcard style, our artwork captures the pride of locals for their hometowns and sparks the interests of visitors alike. At each stop, we collaborate with local artists, businesses and residents to create a piece of true public art art that engages the local community.

Muralist Victor Ving and photographer Lisa Beggs have been traveling full time in their RV since leaving New York City in 2015. To date, the artist duo have completed a total of 50+ murals across 25+ different states continuing their mission to create their colorful & photogenic artwork in all 50 states and eventually taking the project to an international level!





ABOUT US

BEHIND THE SCENES



VICTOR VING

Muralist Victor Ving is a former NYC graffiti artist who now utilizes his aerosol art experience to create public artworks for communities across America. He is the founder of Mural Artist Collective & Graffiti Arts creative agencies specializing in graffiti, street art and large scale murals.



LISA BEGGS

Lisa Beggs is a traveling photographer living full-time on the road since 2015. After studying Commercial Photography and Dance at Ohio University, she moved to New York City where she began shooting.



HONEYBEAR

2014 Thor Four Winds Motorhome
Current Mileage: 115k+
"Our Home on Wheels"



TIMELINES

DESIGN & PROCESS



IDEAL WALL SPECS

BEST WALLS FOR INTERACTIVE MURALS

SIZE

- 25'-30' ft. w x 12'-15' ft. h
- Walls that are too big lose the interactive element.

SURFACE

- Concrete, cinderblock, brick, or stucco (primed.)
- Power washed prior to a coat of white primer.

NEIGHBORHOOD

- High foot traffic.
- Young Adults (18-35)

PLACEMENT

- Facing oncoming traffic
- Public access (can step back enough for clear photos)

SIGHT

- Ground level
- No obstructions (signs, parking spaces, utility poles, trees, etc.)

PARKING (INSTALL)

- Enough space to park our RV during painting (24' ft. x 8' ft.)

DESIGN PROCESS

SKETCH & PHOTOGRAPHY

To create true “public” art, we work with locals that have roots in the community to suggest ideas of relevant imagery to be incorporated in our artwork.

Past interactive and collaborative processes include leaving letter(s) blank as a canvas for local artists and adding ideas from the immediate environment while painting.

For committee approvals, we do require clear and concise feedback with solid direction. We typically include up to 2 rounds of revisions for our projects.

STEP 1

- Lettering concept/placement to scale of wall. Default 2:3 scale.

STEP 2

- Photo references for content laid out within letters for approval.

STEP 3

- Design original content from references or clear usage of existing references.

STEP 4

- Final *sketch created for mural.

*Sketches are blueprints for a mural and NOT meant to be full renderings.





TIMELINE

CONCEPT TO EXECUTION

Every project is unique and we have the ability & resources to pull off rush projects when necessary. Most successful mural projects are planned at least 2-3 months in advance. The general timeline below can be used as a point of reference:

SKETCH/DESIGN

- 1 week – Initial concept/layout
- 3-5 days – Each round of revisions (includes up to 2 rounds.)

INSTALLATION

- 2-3 days – Initial preparation of wall (cleaning, priming, sketching.)
- 2-3 days – Blocking out background elements & lettering.
- 1-2 days – For each unique image painted within lettering.
- * All installation dates are weather dependent for outdoor murals.

DOCUMENTATION

- Content captured during mural installation.
- 1-2 days – B Roll footage.
- 1 week – Edited final photo selects & recap video (1-2 minutes.)



COMMUNITY ENGAGEMENT

INTERACTIVE POSTCARDS

INTERACTIVE ART

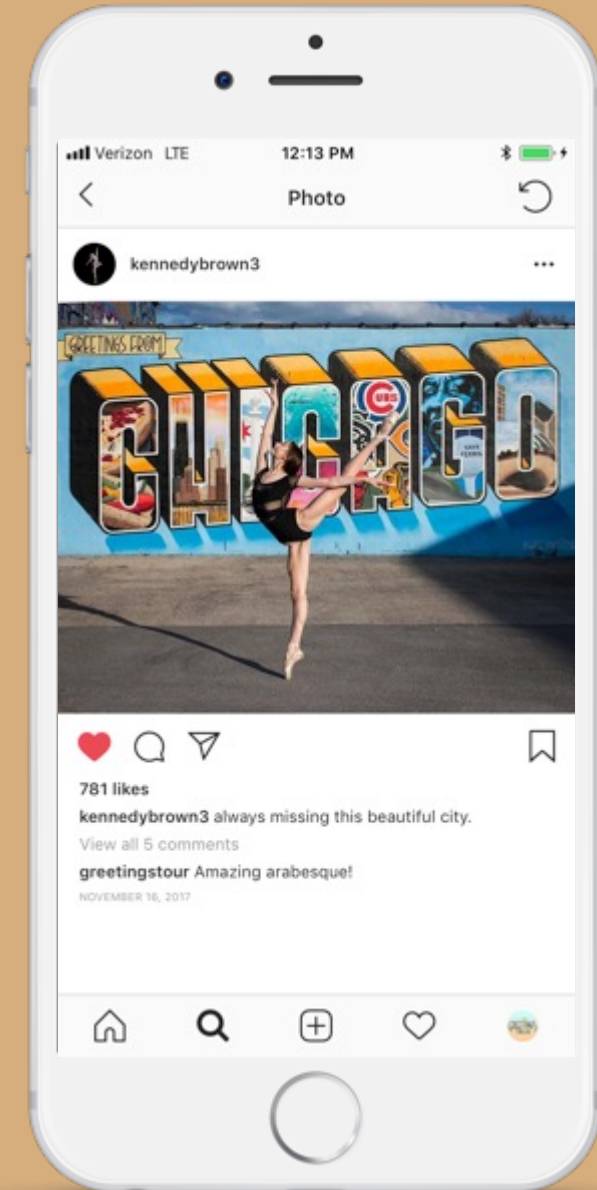
MODERN DAY POSTCARDS

Sending physical postcards have become a past time for the current generation. We've taken the "Wish You Were Here" postcard concept and added our modern twist to it by creating interactive mural as photo backdrops for people of all ages and backgrounds. All created in spray paint!

The practice has become a modern way of sending greetings to friends and family in our digital age through social media.

Every day, the murals are constantly tagged and mentioned in photos of people engaging and interacting with our artwork across the country. We love watching the pieces take on a life of their own long after we are gone.

Our murals create an opportunity for associated brands & organizations to create a memorable and impactful positive experience for their audience.





COMMUNITY PARTICIPATION

EDUCATIONAL WORKSHOPS

EDUCATION

- Teaching the public how to use spray paint to create murals.
- We can prepare outlines for people to help fill in.
- Inspirational talk about how to make a living doing what you love.
- Panel / Q&A session.



FOUND ON THE WEB

SOCIAL MEDIA BACKDROPS

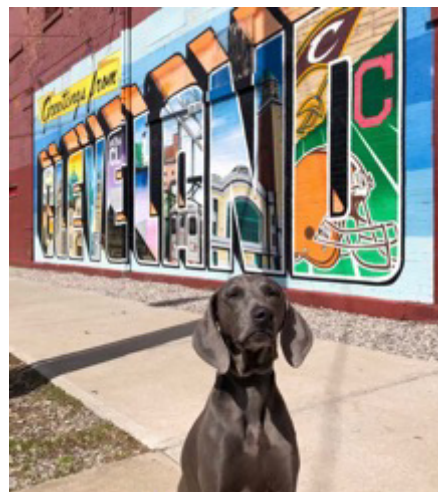
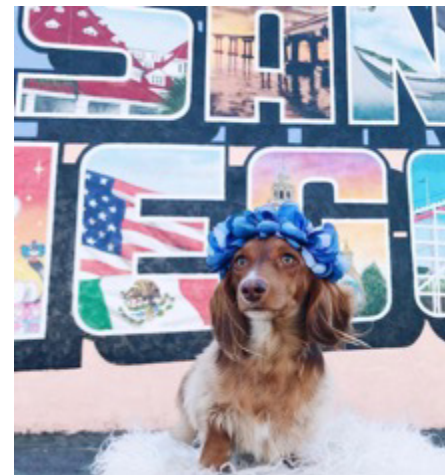
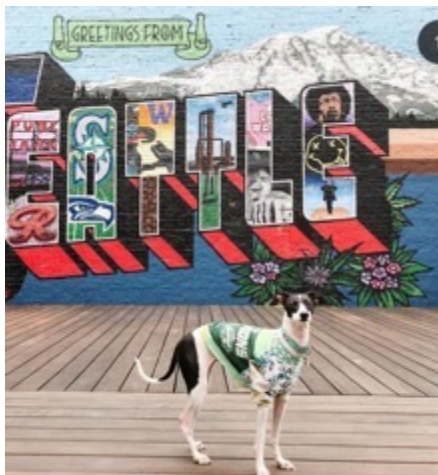
WEDDINGS / COUPLES



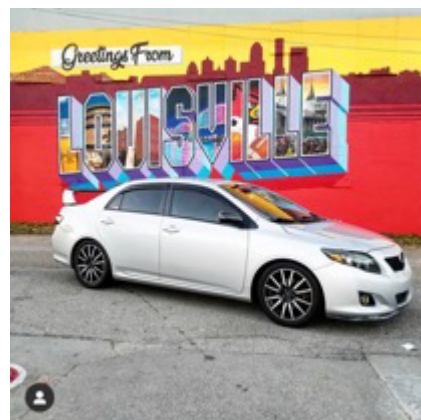
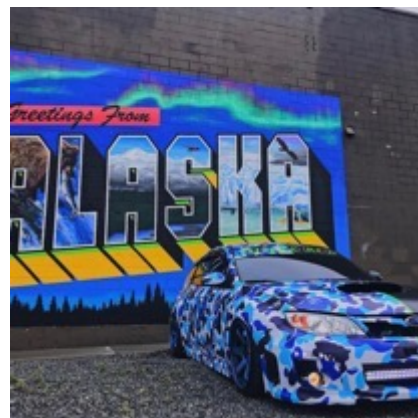
DOG OWNERS



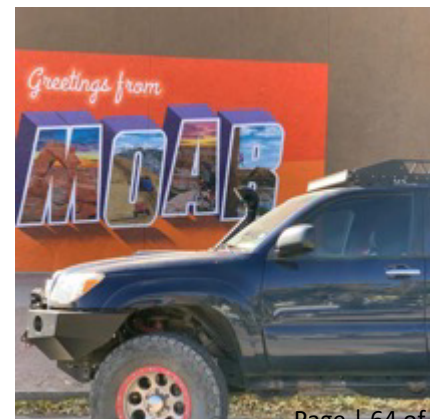
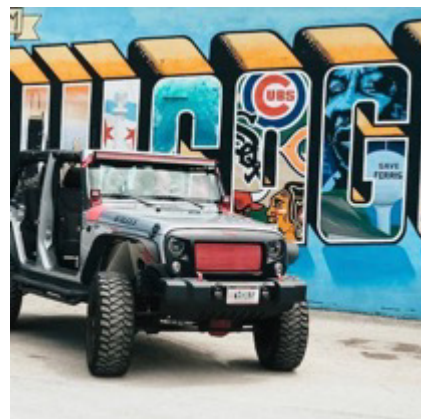
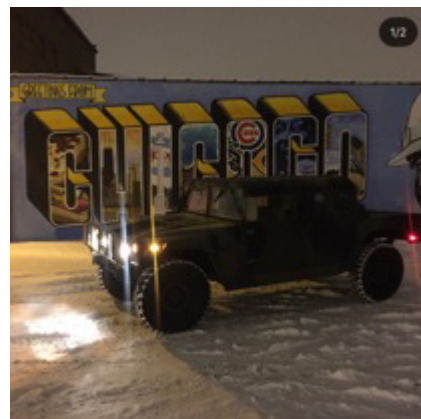
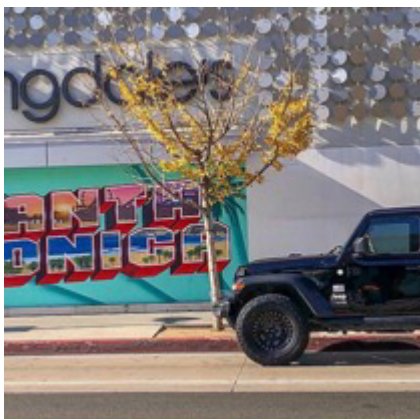
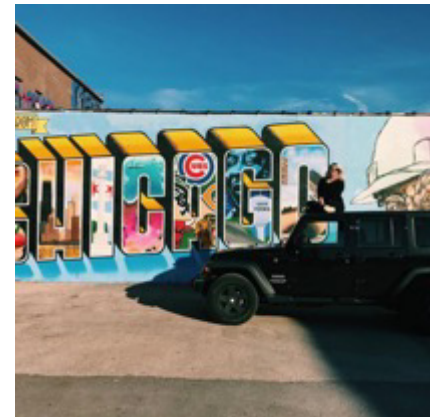
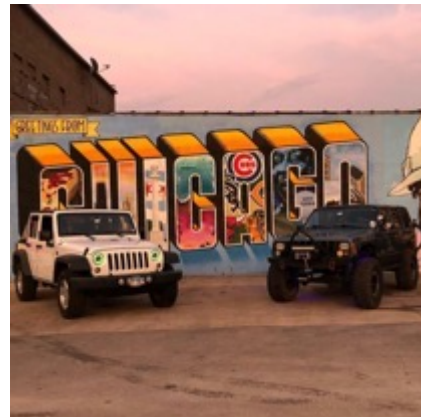
DOGS



CARS



4x4 OUTDOORS



MOTORCYCLES



STATISTICS

AS OF JANUARY 2021

MURALS COMPLETED

Total large letter style murals completed on the Greetings Tour since 2014.

50+

22k+

SOCIAL FOLLOWING

Total social media followers on our most active social media network: Instagram

STATES COMPLETED

Current total of unique states with permanent Greetings Tour murals.

25+

115k+

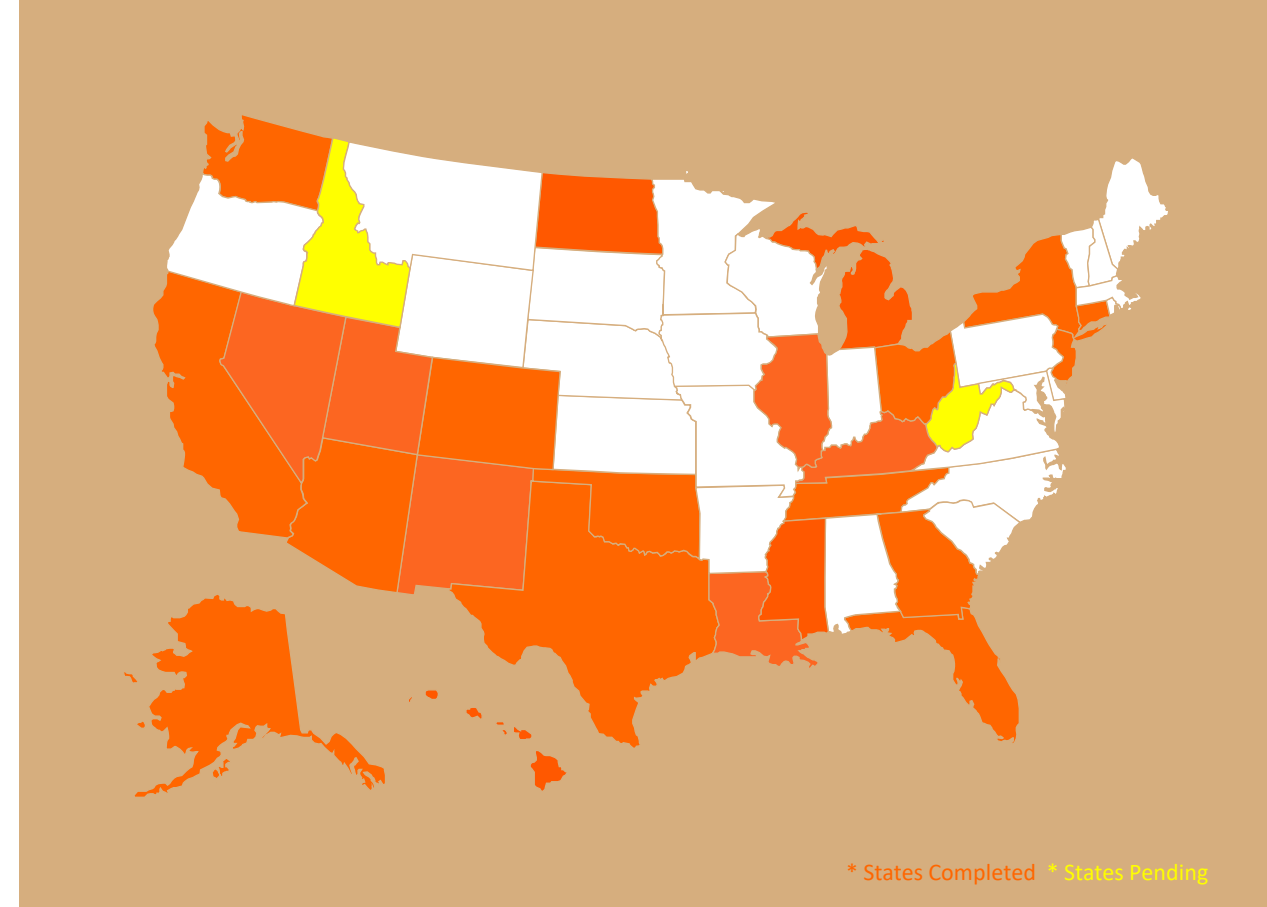
MILES TRAVELED

Number of miles driven in the RV across the country since 2014!

ROAD TRIP USA

MURALS ACROSS AMERICA

There are multiple Greetings Tour pieces within the same states and even cities but our long term goal is to paint at least one mural in all 50 states. Eventually, we would love to take this project international. For now, we are working hard on creating these local landmarks and destinations domestically across the United States.



We have developed a following of travelers who plan trips to try to see and collect photos in front of our murals. This leads to an increase in local business and additional tourism opportunities to neighborhoods where the murals are located. Every mural is added to an interactive map that can be found on our website.



PRESS OPPORTUNITIES

For each public mural that we paint, there is never a shortage of press coverage opportunities. Articles and interviews have been published on just about every mural that we have done in print, digital and broadcast formats. In addition, our overall project has been featured in many prominent national publications.

Past publications and news sources that we have been featured in include: [InStyle Magazine](#), [Conde Naste Traveler](#), [Elle Decor](#), [Hypebeast](#), [Time Out Chicago](#), [Vogue](#), [Travel Channel](#) and syndicated news networks including [NBC](#), [CBS](#), [FOX](#) and more. Media kits are available upon request.

WHY GREETINGS TOUR?

BENEFITS OF WORKING WITH US

✓ **COMMUNITY ENGAGEMENT**

Our goal is to engage the community in the public art process through education, voice, hands-on participation, representation and experience.

✓ **TECHNICAL EXPERTISE**

We offer a well-articulated experience at various stages of project development with a decade plus of experience in mural painting, project management and documentation.

✓ **NATIONWIDE RESOURCES**

We work closely with our agency to provide additional resources from coast to coast to help streamline projects including fabrication, staffing, consulting, equipment rentals and insurance needs.

✓ **AUTHENTICITY**

Often imitated but never duplicated! We put 110% into the level of detail and quality of our murals that can only be fully appreciated when seeing them in person. When it comes to large letter postcard murals, we are the experts.

EXAMPLES

PAST MURALS

GREETINGS
from



Greetings
from



@GREETINGSTOUR



Greetings
FROM

BERMUDA

PAST CLIENTS

CIVIC ORGANIZATIONS



BRANDS & COMPANIES





E M A I L

info@greetingstour.com

W E B S I T E

greetingstour.com

P H O N E

718-350-7671

S O C I A L

@greetingstour



Resolution No. 487-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 487-21 – Approving, pursuant to Municipal Code § 2-553, a revised schedule of
2 fees, rates, and charges relating to the use of the Charleston Coliseum & Convention Center
3 and the Municipal Auditorium, as recommended by the Charleston Coliseum and Convention
4 Center/Municipal Auditorium Board, and reflected in Exhibit A attached hereto.

5

6 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That, pursuant to Municipal Code § 2-553, the revised schedule of fees, rates, and charges
9 relating to the use of the Charleston Coliseum & Convention Center and the Municipal
10 Auditorium, as recommended by the Charleston Coliseum and Convention Center/Municipal
11 Auditorium Board, and reflected in Exhibit A attached hereto, is approved.

12

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
	Sec. 82-4 - Schedule of rates and rentals			Sec. 82-4 - Schedule of rates and rentals	
(a)	The following schedule of rates and rentals shall apply for the use of the services and facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center, owned and operated by the city, including any additions, extensions or improvements:		(a)	The following schedule of rates and rentals shall apply for the use of the services and facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center, owned and operated by the City, including any additions, extensions or improvements:	
(1)	Municipal Auditorium		(1)	Municipal Auditorium	
a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater	\$1,500	a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 2,000 - \$ 15,000
b.	Regular rehearsal	\$800	b.	Regular rehearsal, per day or evening -pricing based on included services, rate segments and week part.	\$ 1,000 - \$ 1,500
c.	Cultural rate	\$1,200	c.	Not-for-profit 501c rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 1,500 - \$8,500
d.	Cultural rehearsal	\$1,200	d.	Not-for-profit 501c rehearsal rate, per day or evening pricing based on included services, rate segments and week part.	\$ 1,000 - \$ 1,500
e.	Preceding rates for the Municipal Auditorium include only space, air conditioning, lights and janitorial services.		e.	Preceding rates for the Municipal Auditorium include only space, defined services, heat , air conditioning, work lights and janitorial services for post event cleaning.	
f.	Qualified technicians, approved by the center, are required for handling all lighting, sound and stage at the lessees cost.		f.	Qualified technicians, approved by the center, are required for handling all lighting, sound and stage at the lessees cost.	
g.	In addition to the rates set forth in this subsection (1), a capital improvement fee will be imposed upon the event ticket price as follows:		g.	In addition to the rates set forth in this subsection (1), a capital improvement fee will be imposed upon the event ticket price as follows:	
		\$0.00 — \$9.99 ... \$0.00			\$0.00 —\$10.00 ... \$1.00
		\$10.00—\$19.99 ... \$1.00			\$10.01—\$40.00 ... \$2.00
		\$20.00—\$39.99 ... \$1.50			\$40.01— and up ... \$3.00
	A fee of \$50.00 will be imposed for all full day rentals not qualifying under ticket fees.			A fee of 2% of the rental fee for the term of the lease will be imposed for all rentals not qualifying under ticket fees.	
h.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Municipal Auditorium, Coliseum. Such special fund to be established and maintained by the city.		h.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(2)	Coliseum		(2)	Coliseum	
a.	Regular rental rate (all usage except those qualifying under b., c., per day or evening—or 12 percent of gross admissions, after taxes, whichever is greater	\$5,000	a.	Regular rental rate (all usage except those qualifying under b., c., per day or evening—or 12 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 5,000 - \$45,000
b.	Local charitable and cultural events as approved by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, per day or evening	\$3,000	b.	Not-for-profit 501c client events as approved by the Charleston Coliseum and Convention Center/Municipal Auditorium Board, per day or evening —or 12 percent of gross admissions, after taxes, whichever is greater, pricing based on rate segments and week part.	\$ 3,500 - \$45,000
C.	Exhibit shows (using floor space)	\$3,950	C.	Exhibit shows (using floor space) ,pricing based on rate segments and week part.	\$ 4,000 - \$ 7,500
D.	The preceding rates for Coliseum are for space rentals and include heat, air conditioning, lights and janitorial services.		D.	The preceding rates for Coliseum are for space rentals and include defined services , heat, air conditioning, work lights and janitorial services for post event cleaning.	
E.	In addition to the rates set forth in this subsection (2), a capital improvement fee will be imposed upon the event ticket price as follows:		E.	In addition to the rates set forth in this subsection (2), a capital improvement fee will be imposed upon the event ticket price as follows:	
		\$0.00—\$9.99 ... \$0.00			\$0.00—\$10.00 ... \$1.00
		\$10.00—\$19.99 ... \$1.00			\$10.01—\$40.00 ... \$2.00
		\$20.00—\$39.99 ... \$1.50			\$40.01— and up ... \$3.00
		\$40.00 and up ... \$2.00			
	For rentals not qualifying under ticket fees ...\$50.00			A fee of 2% of the rental fee for the term of the lease will be imposed for all rentals not qualifying under ticket fees.	
f.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.		f.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Municipal Auditorium and the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the City.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(3).	Meeting rooms Coliseum		(3).	Parlor Meeting Rooms	
a.			a.	Parlor Rooms A - D: Rental rate per day or evening ranging from \$350.00 to \$1,925 pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines.	
	Parlor A	\$325			
	Parlor B	\$325			
	Parlor C	\$325			
	Parlor D	\$325			
	Parlors A—D Combined	\$1,250			
b.	Preceding rates for meeting rooms include heat, air conditioning, lights and janitorial services.		b.	Preceding rates for meeting rooms include only space, defined services , heat, air conditioning, work lights and janitorial services for post event cleaning .	
c.	In addition to the rates set forth in this subsection (3), a capital improvement fee of \$5.00 will be imposed upon the rental rate. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.		c.	In addition to the rates set forth in this subsection (3), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals . All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center and the Municipal Auditorium . Such special fund to be established and maintained by the City.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(4) Exhibition Hall:			(4) Exhibition Hall and Conference Rooms:		
a. Grand Hall (50,086 sq. ft.), daily rate)— or 12 percent of gross ticket sales after taxes whichever is greater	\$4,000		a. Grand Hall (50,086 sq. ft.), daily rate)— or 12 percent of gross ticket sales after taxes whichever is greater		\$ 3,500 - \$ 8,500
b. North or South Hall (19,285 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$1,600		b. North or South Hall (19,285 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater		\$ 1,000 - \$ 3,500
c. West Hall I or II (5,767 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater	\$475		c. West Hall I or II (5,767 sq. ft.)—or 12 percent of gross ticket sales after taxes whichever is greater		\$ 200 - \$ 1,200
d. Conference rooms:			d. Conference rooms:		
Room 202 (971 sq. ft.)	\$325		Rooms 202 – 217... Rental rate per day or evening ranging from \$350.00 to \$1,925 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.		
Room 203 (971 sq. ft.)	\$325				
Room 204 (971 sq. ft.)	\$325				
Room 205 (971 sq. ft.)	\$325				
Rooms 202—205 combined (3,884 sq. ft.)	\$1,100				
Room 206					
Room 210 (1,190 sq. ft.)					
Room 211 (860 sq. ft.)					
Room 212 (1,130 sq. ft.)					
Room 213 (1,115 sq. ft.)					
Room 214 (1,140 sq. ft.)					
Room 215 (1,390 sq. ft.)					
Room 216 (1,310 sq. ft.)					
Room 217 (1,225 sq. ft.)					
Rooms 212—214 combined (3,385 sq. ft.)					
Rooms 215—217 combined (3,925 sq. ft.)					
e. Ballroom:			e. Ballroom:		
1. Friday and Saturday rates			Rate: Ballroom A - E... Rental rate per day or evening ranging from \$1,750 to \$18,000 pricing based on included services, rate segments and week part, room count, equipment package and the established booking guidelines.		
Ballroom (25,000 sq. ft.)	\$15,000.00				
Ballroom A (3,666 sq. ft.)	\$2,500.00				
Ballroom B (3,666 sq. ft.)	\$2,500.00				
Ballroom C (7,333 sq. ft.)	\$5,000.00				\$ 9,000 - \$ 18,000
Ballroom D (3,666 sq. ft.)	\$2,500.00				\$ 1,750 - \$ 6,000
Ballroom E (3,666 sq. ft.)	\$2,500.00				
Ballroom A and B Combined (7,332 sq. ft.)	\$5,000.00				
Ballroom D and E Combined (7,332 sq. ft.)	\$5,000.00				
2. Sunday through Thursday rates:					
Ballroom (25,000 sq. ft.)	\$12,000.00				
Ballroom A (3,666 sq. ft.)	\$2,000.00				
Ballroom B (3,666 sq. ft.)	\$2,000.00				
Ballroom C (7,333 sq. ft.)	\$4,000.00				
Ballroom D (3,666 sq. ft.)	\$2,000.00				
Ballroom E (3,666 sq. ft.)	\$2,000.00				
Ballroom A and B Combined (7,332 sq. ft.)	\$4,000.00				
Ballroom D and E Combined (7,332 sq. ft.)	\$4,000.00				
			Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.		

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
				f. Public Areas & Ancillary Spaces:	
				The Public Areas, Ancillary and Pre-Function Spaces rates are \$0.37 per Net Square Foot Rental per day or evening. Each will have a minimum daily rental rate with per day pricing based on the total rental fee for the term of the lease and the included services, rate segments and week part, room count, equipment package and the established booking guidelines. Space rates per day or evening:	
				Grand Lobby - Lower	\$650 - \$6,000
				Grand Lobby - Upper	\$500 - \$4,650
				Terrace Club	\$275 - \$2,500
				Lounge	\$110 - \$1,025
				Terrace Pre-Function	\$400 - \$3,650
				Elk River Atrium	\$300 - \$3,000
				Elk River Corridor	\$250 - \$2,400
				Clendenin Street Lobby - Lower	\$200 - \$2,000
				Clendenin Street Lobby - Upper	\$200 - \$2,000
				Parlor Room Lobby	\$350 - \$1,925
				Ancillary space utilized for exhibits will start at a .37 net sf rate per day or evening	
f.	The preceding rates for exhibition halls, conference rooms, and ballrooms are for space rentals and include heat, air conditioning, lights and janitorial services.		g.	The preceding rates for exhibition halls, conference rooms, and ballrooms are for space rentals, defined services , and include heat, air conditioning, work lights and janitorial services for post event cleaning .	
g.	In addition to the rates set forth in this subsection (3), a capital improvement fee in accordance with the following schedule will be imposed upon the rental rate:		h.	In addition to the rates set forth in this subsection (3), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center and the Municipal Auditorium. Such special fund to be established and maintained by the City.	
	Grand Hall	\$50			
	North or South Hall	\$25			
	West Halls I or II, each	\$25			
	Ballroom A—E, combined	\$100			
	Ballroom A—E, each	\$25			
	Conference Rooms, each	\$5			
h.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.		i.	All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the facilities of the Charleston Coliseum and Convention Center and the Municipal Auditorium . Such special fund to be established and maintained by the City.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(5) Civic theater (738 permanent seats):			(5) The Theater		
a.	Regular rate, per day or evening—or ten percent of gross admissions, after taxes, whichever is greater	\$750	a.	Regular rate, per day or evening—or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 1,200 - \$ 2,000
b.	Regular rehearsal	\$400	b.	Regular rehearsal rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part. (For each day of full price rent, one reduced rehearsal day shall apply per rental period - up to a maximum of three reduced rate days.)	\$ 700 - \$ 1,200
c.	Cultural rate	\$500	c.	Not-for-profit 501c rate, per day or evening – or 10 percent of gross admissions, after taxes, whichever is greater, pricing based on included services, rate segments and week part.	\$ 700 - \$1,850
d.	Cultural rehearsal	\$200	d.	Not-for-profit 501c rehearsal, per day or evening -pricing based on included services, rate segments and week part. (For each day of full price rent, one reduced rehearsal day shall apply per rental period - up to a maximum of three reduced rate days.)	\$ 400 - \$ 1,200
e.	Meeting rate (less than four consecutive hours, no access to stage)	\$500	e.	Meeting rate per day or evening (no access to stage, house lights and house sound system use only)	\$ 1,200 - \$ 2,000
f.	The preceding rates for the Civic Theater include only space, heating, air conditioning and janitorial services.		f.	The preceding rates for the Theater include only space, defined services , heat, air conditioning, work lights and janitorial services for post event cleaning.	
g.	Qualified technicians, approved by the center, are required for handling all lighting, sound and staging at the lessee's cost.		g.	Qualified technicians, approved by the center, are required for handling all lighting, sound and staging at the lessee's cost.	
h.	In addition to the rates set forth in this subsection (5), a capital improvement fee of \$25.00 will be imposed upon the rental rate for the full rental or cultural performances only. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center. Such special fund to be established and maintained by the city.		h.	In addition to the rates set forth in this subsection (5), a capital improvement fee of 2% of the rental fee for the term of the lease will be imposed for all rentals. All receipts from this capital improvement fee shall be dedicated to a special fund to be used solely for capital improvements at the Charleston Coliseum and Convention Center and the Municipal Auditorium. Such special fund to be established and maintained by the City.	
(b)	The fees used to establish the capital improvement funds for the Charleston Coliseum and Convention Center (CCCC) and the Municipal Auditorium (MA) are to be used to fund CCCC and MA building improvements and renovation, repair or replacement of equipment or mechanical systems that are not normally provided in standard operating budgets. Items costing less than \$15,000.00 will be funded from standard operating budgets unless they are unexpected. The capital improvement funds are not intended to be used to fund ordinary maintenance and repairs. The capital improvement funds are not considered to be in lieu of ordinary maintenance and capital improvement items historically included in the CCCC and MA budgets.		(b)	The fees used to establish the capital improvement funds for the Charleston Coliseum and Convention Center (CCCC) and the Municipal Auditorium (MA) are to be used to fund CCCC and MA building improvements and renovation, repair or replacement of equipment or mechanical systems that are not normally provided in standard operating budgets. Items costing less than \$15,000.00 will be funded from standard operating budgets unless they are unexpected and conform to general accounting principals for expensing. The capital improvement funds are not intended to be used to fund ordinary maintenance and repairs. The capital improvement funds are not considered to be in lieu of ordinary maintenance and capital improvement items historically included in the CCCC and MA budgets.	

CURRENT LANGUAGE & RATES			PROPOSED LANGUAGE & RATES		
(c)	Special arrangements and exceptional conditions, which call for a different fee or rate to be charged than what is specified in this ordinance, may be negotiated by the manager subject to board approval.		(c)	Special arrangements and exceptional conditions, which call for a different fee or rate to be charged than what is specified in this ordinance, may be negotiated by the manager subject to the established booking guidelines.	
(d)	All other rates, fees, rentals and other charges incidental to the operation of the CCCC and MA facilities shall be set and approved by the Charleston Coliseum and Convention Center Auditorium Board, pursuant to the provisions of section 2-553 of the Code of the City of Charleston.		(d)	All other rates, fees, rentals and other charges incidental to the operation of the CCCC and MA facilities shall be set and approved by the Charleston Coliseum and Convention Center Auditorium Board, pursuant to the provisions of section 2-553 of the Code of the City of Charleston.	
				Other discount on rent for approved trade for services, large scale F&B spend over the entire complex may be negotiated by the manager subject to the established booking guidelines.	
(Ord. No. 6679, §§ 1—3, 6-19-2000; Bill No. 6807, §§ 1(I)—(V), 2(A), 2(B), 3, 6-8-2001; Ord. No. 7458, 4-18-2011; Bill No. 7747, 6-5-2017; Bill No. 7799 , 11-19-2018)					

Resolution No. 488-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 488-21 – Authorizing the Mayor or City Manager to enter into an agreement
2 with OptumRx to serve as the City's Retiree Plan Pharmacy Benefit Manager for the period of
3 July 1, 2021 through June 30, 2024. The agreement is subject to final review and approval by
4 the City Attorney and annual budgetary appropriations by Charleston City Council. Based on
5 repricing of claims for the period January 2020 through December 2020, the agreement is
6 anticipated to result in an estimated annual savings of \$499,053. The agreement also includes
7 a performance guarantee with applicable penalties should OptumRx not meet the key
8 performance measures as set forth in the agreement.

9

10 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

11

12 That the Mayor or City Manager is hereby authorized to enter into an agreement with
13 OptumRx to serve as the City's Retiree Plan Pharmacy Benefit Manager for the period July 1,
14 2021 through June 30, 2024. The agreement is subject to final review and approval by the City
15 Attorney and annual budgetary appropriations by Charleston City Council.

16

City of Charleston Results: Summary Analysis

Based on Scripts Filled by Pre-65 & Post-65 Retiree Plan members from January 2020 - December 2020

Total Net Cost Based on Minimum Guarantees

PBM	Discounted AWP Cost	Dispensing Fees	Admin Fees	Est. Rebates	Total Net Cost *	\$ Savings from current contract rates for 2021	% Savings from current contract rates for 2021
OptumRx - <u>2020</u> Pricing under current contract Premium Formulary	\$ 4,113,363	\$ 14,796	\$ 31,188	\$ 851,820	\$ 3,307,527		
OptumRx - <u>2021</u> Pricing under current contract Premium Formulary	\$ 4,098,970	\$ 14,796	\$ 31,188	\$ 914,580	\$ 3,230,374	-	-
MagellanRx Precision Formulary	\$ 3,977,893	\$ 13,239	\$ 99,800	\$ 1,392,932	\$ 2,698,000	\$532,374	16.5%
OptumRx - <u>2021</u> Pricing under revised proposal Premium Formulary	\$ 4,053,303	\$ 11,681	\$ 31,188	\$ 1,333,700	\$ 2,762,472	\$467,902	14.5%
OptumRx - <u>2021</u> Pricing under FINAL revised proposal Premium Formulary	\$ 4,022,152	\$ 11,681	\$ 31,188	\$ 1,333,700	\$ 2,731,321	\$499,053	15.4%
RxEDO Performance Drug List	\$ 4,095,790	\$ 6,230	\$ 149,700	\$ 1,169,289	\$ 3,082,431	\$147,943	4.6%
ProAct Premium Formulary	\$ 4,074,366	\$ 12,460	\$ 106,038	\$ 1,063,165	\$ 3,129,699	\$100,676	3.1%
Southern Scripts Core Elite Formulary	\$ 4,062,235	\$ 19,538	\$ 212,075	\$ 1,138,417	\$ 3,155,431	\$74,944	2.3%

**Total Net Cost does not reflect savings generated from the Variable Specialty Copay Program (VSCP)*

Actual discounted AWP cost for retiree claims used in this analysis was **\$4,072,087**. OptumRx over-performed their AWP discount guarantees by \$51,275

OBSERVATIONS:

- MagellanRx's pricing results in the lowest NET cost and offers savings of \$532K or 16.5%
- OptumRx's FINAL revised pricing proposal out-performs current contract by \$499 or 15.4%
 - Significantly improves rebates (increase of approx. \$419K or 46%)
 - Improves guaranteed AWP discounts by \$77K or 1.9%
 - Improves guaranteed dispensing fees by \$3K or 9%

Resolution No. 489-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

- 1 Resolution No. 489-21 – Authorizing approval of Amendment No. 8 of the FY 2020-2021
- 2 General Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 8 of the FY 2020-2021 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2021 Budget Amendment No. 8 - June 7, 2021

Account No.	Department	Account Description	Amount
001 750 00 000 1 105	Street Department	Medical & Life Insurance	(150,000)
001 800 00 000 1 105	Refuse & Recycling	Medical & Life Insurance	(150,000)
001 440 93 000 1 105	Regular Retirees	Medical & Life Insurance	900,000
001 700 93 000 1 105	Police Retirees	Medical & Life Insurance	50,000
001 706 93 000 1 105	Fire Retirees	Medical & Life Insurance	(650,000)

To adjust and reallocate various departmental expense accounts to align budgets with actual expenses for medical claims.

001 386 00 0000	Revenue	Insurance Claims	(890,000)
001 417 00 000 2 229	Legal	Court Costs & Damages	890,000

To recognize liability insurance claim expenses and reimbursement from the insurance carrier.

001 699 00 000 5 598	Contingency	Contingency	(7,500)
001 410 00 000 2 219	City Council	Building & Equipment Rents	7,500

To allow for payment to the CCCC for rental space to hold City Council and committee meetings during February - May 2021.

Reportable: To Maintain compliance with the budgetary guidelines of the State of West Virginia

Resolution No. 490-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 490-21 – Authorizing the Mayor or City Manager to enter into a memorandum
2 of understanding with the Raleigh County Solid Waste Authority for services relating to the
3 processing of mixed recyclables for the City of Charleston as detailed in Exhibit A attached
4 hereto.

5

6 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Mayor or City Manager is authorized to enter into a memorandum of understanding
9 with the Raleigh County Solid Waste Authority for services relating to the processing of mixed
10 recyclables for the City of Charleston as detailed in Exhibit A attached hereto.

Exhibit A

**MEMORANDUM OF UNDERSTANDING REGARDING
RECYCLING SERVICES FOR THE CITY OF CHARLESTON
AT THE RALEIGH COUNTY SOLID WASTE AUTHORITY**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Charleston, hereinafter “the City,” and the Raleigh County Solid Waste Authority, hereinafter “RCSWA.”

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of West Virginia and located in Kanawha County, West Virginia; and

WHEREAS, the RCSWA is a Solid Waste Authority organized and existing under the laws of the State of West Virginia and located in Raleigh County, West Virginia; and

WHEREAS, RCSWA owns and operates a single-stream recycling facility that has accepted recyclables from the City without charging the City any fees for processing the mixed recyclables; and

WHEREAS, due to financial instability, RCSWA must begin charging a fee for processing mixed recyclables from the City and other large volume recyclers;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

- A. The City agrees to pay \$175.00 per ton of recyclables taken by the City to RCSWA for processing.
- B. RCSWA agrees that during the Term of this MOU, it will continue to accept single stream recycling from the City and will continue to accept the types of recyclables it has received from the City during calendar year 2020, namely newspaper, office paper, magazines, cardboard, aluminum, tin cans, similar metals, plastic #1, and plastic #2.
- C. Each time the City takes recyclables to RCSWA, RCSWA will weigh the recyclables dropped off by the City and provide a receipt showing the weight to the City. RCSWA shall further retain a record of the weight of recyclables and provide an invoice to the City on a quarterly basis.
- D. The Term of this agreement shall be for the current fiscal year, commencing on the date this agreement is executed and ending on June 30, 2022.
- E. The Parties agree to reassess the per ton price and communicate in good faith to work toward a new agreement for the following fiscal year, which runs from July 1, 2022 through June 30, 2023.

F. *Amendments.* Any amendment to this MOU shall be made in writing and shall be executed by all Parties.

G. *Choice of Law, Dispute Resolution, and Venue.* This MOU shall be deemed to be executed in the City of Charleston, State of West Virginia, and shall be governed by the laws of the State of West Virginia. If any breach, default, or other dispute arises out of this MOU, the Parties agree that they will exercise good faith and commercially reasonable efforts to resolve said breach, default or other dispute through negotiation. If the Parties cannot resolve the matter through negotiation, the Parties acknowledge and agree that the Circuit Court of Kanawha County, West Virginia shall have exclusive jurisdiction to resolve the breach, default or other dispute giving rise to the litigation.

H. *Severability.* In the event that any of the provisions of this MOU are determined to be illegal or unenforceable, all other terms shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this MOU to be properly executed by an officer thereunto duly authorized on the _____ day of June, 2021.

City of Charleston

By: _____

Its: _____

Raleigh County Solid Waste Authority

By: _____

Its: _____

Resolution No. 491-21

Introduced in Council:

Adopted by Council:

June 7, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance Committee

1 Resolution No. 491-21 – Authorizing the Mayor or City Manager to enter into a contract with
2 David Ferrell, Jr., DBA Ferrell Electronics & Pyrotechnics, in the amount of \$27,000 to provide
3 event pyrotechnic effects services for the City of Charleston’s 2021 Fourth of July celebration.

4

5 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:

6

7 That the Mayor or City Manager is authorized to enter into a contract with David Ferrell, Jr.,
8 DBA Ferrell Electronics & Pyrotechnics, in the amount of \$27,000 to provide event pyrotechnic
9 effects services for the City of Charleston’s 2021 Fourth of July celebration.

CITY OF CHARLESTON, WEST VIRGINIA

FINANCIAL STATEMENTS

FOR THE TEN-MONTH PERIOD ENDED

APRIL 30, 2021

CITY OF CHARLESTON, WEST VIRGINIA
General Fund
Balance Sheet
April 30, 2021

ASSETS

Cash and Cash Equivalents	\$ 30,718,851
Cash with Fiscal Agent	3,850
Receivables (Net of Allowance for Uncollectibles)	4,155,402
Due From Other Funds	107,432
Due From Component Unit	-
Prepaid Expenses	932,674
Revenue Bond Covenant Accounts	260,415
Total Assets	\$ 36,178,624

LIABILITIES AND FUND BALANCE

Liabilities:

Accounts Payable	53,473
Insurance Claims Payable	2,471,415
Accrued Payroll	958,718
Accrued FICA	37,477
Accrued Retirement	39,849
Flexible Spending	(9,709)
Due to Other Funds	-
Due to Other Governmental Units	-
Solicitation Bonds	27,510
Advance Payments	-
Other Accrued Liabilities	10,934
Total Liabilities	3,589,667

DEFERRED INFLOWS OF RESOURCES

Unavailable Property Taxes	843,905
Fund Balance:	
Nonspendable:	
Prepays	932,674
Restricted for:	
Debt Service	260,415
Capital Outlay	
Committed for:	
Public Safety	-
Assigned for:	
General Government	13,331
Public Safety	5,184
Streets & Transportation	15,271
Health & Sanitation	2,191
Social Services	231
Culture & Recreation	4,645
Unassigned	30,511,110
Total Fund Balance	31,745,052
Total Liabilities and Fund Balance	\$ 36,178,624

CITY OF CHARLESTON
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
For the Twelve-month Period Ended April 30, 2021

Account	Annual Budget	Current Month	Year to Date	Percent Collected/Used	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year Actual	Balance to Current/Mo	Percent to Current/Act
REVENUES										
Beginning Fund Balance	\$ 19,896,769									
Taxes, Fees, and Other Income	\$ 86,134,973	\$ 11,236,449	\$ 74,017,950	83.33%	83.33%	7,241,493	\$ 76,476,103	\$ (1,632,241)	\$ 6,514,573	7.63%
Transfers from Other Funds	1,155,500	1,155,500	1,155,500	84.43%	83.33%	961,681	7,932,324	(484,640)	1,316,975	35.59%
Revenues from Other Sources	14,114,596	1,645,335	13,120,213	93.22%	83.33%	1,352,534	3,202,052	10,105,203	999,267	7.68%
Total Revenues	\$ 102,227,035	\$ 12,726,534	\$ 96,296,318	91.79%	83.33%	\$ 9,560,056	\$ 87,273,207	\$ 6,983,113	\$ 8,455,206	8.23%
EXPENDITURES										
Personnel Services	70,635,236	6,666,512	58,700,413	83.33%	83.33%	10,731	56,790,598	1,943,815	11,734,823	16.65%
Contractual Services	12,093,504	754,797	9,420,149	77.96%	83.33%	1,796	7,796,436	1,623,713	1,796,436	17.45%
Commodities	4,750,440	505,100	3,995,870	82.12%	83.33%	(987,569)	2,481,243	494,470	1,496,440	31.69%
Capital Outlay	6,644,336	836,167	3,095,870	66.14%	83.33%	(1,547,614)	3,231,672	774,204	2,456,345	39.86%
Construction and Other	3,641,122	234,205	2,052,793	66.10%	83.33%	(657,380)	2,790,621	(184,060)	1,736,164	33.99%
Total Expenditures and Encumbrances	97,769,246	9,099,197	77,513,625	79.44%	83.33%	(1,402,111)	72,709,633	4,803,388	31,623,661	20.23%
Transfer Out	25,410,549	25,546	4,874,615	19.38%	83.33%	(15,249,994)	4,997,608	(86,651)	79,455,597	86.65%
Total Expenditures, Encumbrances and Transfers Out	123,179,795	9,095,118	82,438,035	67.22%	83.33%	(15,742,205)	77,707,241	4,717,335	40,179,593	32.74%
NET CHANGE IN FUND BALANCE	\$ (19,896,769)	\$ 3,631,396	\$ 11,844,283			\$ 11,844,283	\$ 9,579,657	\$ 7,713,376	\$ (13,765,053)	
FUND BALANCE-BEGINNING			\$ 19,896,769			\$ 19,896,769				
FUND BALANCE-ENDING			\$ 31,740,052			\$ 31,740,052				
Operating Transfers Out		2019-2021	2019-2021							
Detail Component										
City Center Project		1,244,200								
City Center		1,244,200								
Health Services		345,166								
Health Services		345,166								
Rehabilitation of Property		167,775								
Spring Hill Park Cemetery		13,225								
Facilities Maintenance Fund		610,000								
Facilities Maintenance Fund		610,000								
Municipal Stabilization		1,000,000								
City Services Fee										
Ball Park Maintenance Fund										
Parking System		434,000								
Public Arts Fund										
Historic Preservation										
Waste Management										
Entertainment										
Spring Oaks Fund										
Total Operating Transfers Out		\$ 5,093,067	\$ 5,093,067			\$ 5,093,067				

CITY OF CHARLESTON
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FINANCIAL POSITION

	Annual Budget	Current Month	Year to Date	Percent Completed	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year	Balance To Offset
Property Taxes	\$ 16,500,000	\$ 1,368,329	\$ 14,910,671	89.78%	83.33%	\$ 7,603,321	\$ 15,128,985	\$ 1,233,016	\$ 147,909
General Services	2,700,000	201,101	2,214,421	82.62%	83.33%	121,099	217,144	(40,000)	47,946
Business & Occupation Tax	38,500,000	3,234,421	38,472,274	99.67%	83.33%	19,406	39,550,864	(1,106,479)	488,379
Consumer Sales Tax Liquor	1,050,000	76,559	765,559	74.99%	83.33%	6,292,164	20,152,794	15,106,479	141,602
Animal Control	1,500,000	181,602	1,776,498	84.96%	83.33%	14,399	5,548	45	259,414
Municipal Tax	1,500,000	202,319	1,776,498	84.96%	83.33%	24,399	2,338,802	(1,084,553)	762,615
Residential Fees	75,000	13,500	23,750	55.00%	83.33%	(42,359)	102,337	(86,600)	54,861
Property Casualty	2,000	1,412	819	40.95%	83.33%	1,537	2,914	(200)	1,500
Sewer	30,000	19,406	39,617	98.52%	83.33%	4,659	43,947	(4,331)	31,874
Miscellaneous Permits	5,000	1,385	3,615	74.00%	83.33%	(2,782)	373,316	31,241	1,494
Recycling Fees	715,000	4,739	5,991,124	74.00%	83.33%	(66,460)	5,916,580	(7,454)	3,615
Inspection Fees	70,000	4,000	4,000	100.00%	83.33%	0	4,000	0	185,579
Business & Motel Licenses	60,000	107,125	48,327	71.51%	83.33%	(73,041)	463,029	26,617	185,579
Commodity Recoveries	125,000	6,565	111,864	89.49%	83.33%	(2,710)	22,715	6,604	27,468
Dog Fees	100	101	50	50.00%	83.33%	(50)	90,287	21,377	10,511
Liquor	40,000	1,412	76,014	100.00%	83.33%	(74,602)	76,014	0	31,888
Land Acquisition	6,250,000	1,094,460	4,890,653	77.45%	83.33%	(734,272)	4,533,596	(1,659,347)	27,554
Rent Concessions/Leases	700,000	13,373	4,594	0.60%	83.33%	(628,714)	576,662	(552,240)	755,466
Fair Rent Fees	2,500	1,385	3,615	144.38%	83.33%	(2,232)	2,500	(732)	100,000
Fire Protection Fees	25,000	13,500	33,945	135.60%	83.33%	19,699	33,945	0	100,000
Tree Fees	10,000	1,275	3,535	55.35%	83.33%	20,644	1,215,262	(132,295)	199,413
Tree Fees - Overtime	312	312	125,956	125.95%	83.33%	(12,798)	10,795	(6,252)	4,465
Increasing Fees	1,000	295	295	29.50%	83.33%	(338)	385	(90)	25,555
Maintenance Fee	3,000,000	290,621	2,779,379	92.64%	83.33%	(2,488,758)	2,779,379	(252,310)	7,500
Medicare Services	2,000,000	1,717,336	1,717,336	85.87%	83.33%	(472,574)	2,190,310	(412,874)	34,174
Recycling Grant	100,000	14,409	14,409	94.91%	83.33%	11,579	142,654	(48,547)	5,091
Due to Other Grant	-	-	31,500	0.00%	83.33%	-	31,500	(11,500)	0.00%
Other Grants	31,500	-	-	0.00%	83.33%	5,251	964	30,506	0.00%
Contributions for Ball Park	-	-	-	0.00%	83.33%	-	-	-	0.00%
Contributions from Other Entities	140,000	8,560	13,500	9.64%	83.33%	(105,164)	13,500	(140,000)	90,304
Debt at Other Fund	100,000	73,486	73,486	73.49%	83.33%	(66,510)	30,518	(42,992)	86,214
Contributions - C&D	-	-	-	0.00%	83.33%	-	45,000	(49,000)	0.00%
Contributions - Huntington Bank	-	-	-	0.00%	83.33%	-	-	-	0.00%
Contributions - S&B	15,000	-	30,000	100.00%	83.33%	50,000	30,000	(20,000)	0.00%
PLOT - Income	90,000	35,893	133,720	77.55%	83.33%	(54,697)	150,000	(90,000)	100,000
Interest	2,600	20,788	20,788	138.59%	83.33%	(24,697)	335,423	(297)	22,459
Sale of Fixed Assets	740,000	175,245	175,245	50.11%	83.33%	8,289	161,788	(41,000)	38,599
Insurance Claims	90,000	7,335	41,513	23.55%	83.33%	(83,040)	45,282	(124,715)	124,715
Insurance Claims - Miscellaneous	-	-	-	0.00%	83.33%	-	32,453	(32,453)	4,375
Miscellaneous Revenue	15,000	675	12,603	64.67%	83.33%	104	8,341	4,072	2,397
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612	121,712	24,571	23,717
Interest - Miscellaneous	170,000	31,568	146,383	86.05%	83.33%	4,612			

Unaudited

CITY OF CHARLESTON
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
For the Ten-Month Period Ended April 30, 2021

Account	Actual Budget	Current Month	Year To Date	Encumbrance	Percent Used	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year	Balance To Use	Percent To Use
PERSONNEL COSTS											
101 Salaries and Wages	\$ 352,000	\$ 46,115	\$ 287,846	\$ -	81.7%	81.62%	\$ (10,016)	\$ 261,308	\$ 26,538	\$ 64,154	18.23%
103 Salaries and Wages-Elected	37,641,075	3,922,239	30,314,433	-	80.54%	81.62%	(1,537,445)	28,976,630	1,337,803	7,348,642	19.46%
104 PCA	1,620,941	162,796	1,223,611	-	75.49%	81.62%	(148,029)	1,141,509	83,102	397,330	24.51%
105 Medical and Life Insurance	15,249,141	3,129,595	12,846,101	-	84.24%	83.33%	(138,992)	14,394,242	(1,548,141)	2,403,040	15.76%
106 Retirement	1,679,094	373,653	1,295,468	-	76.94%	81.62%	(728,981)	1,227,482	69,386	387,226	23.66%
107 Police and Fire Pension Fund	14,307,399	1,244,929	1,143,103	-	90.02%	83.33%	(98,490)	12,269,350	1,149,713	1,488,197	9.98%
110 Uniform Allowance	240,250	22,683	220,863	-	94.02%	83.33%	(5,387)	218,476	18,387	36,774	8.42%
111 Dental/Professional Insurance	635,825	73,150	562,675	-	88.45%	83.33%	(30,615)	495,553	64,731	75,343	11.88%
112 Insurance Payroll Deductions	(1,305,100)	(146,595)	(1,453,196)	-	0.00%	83.33%	115,899	(2,322,581)	(772,862)	(430,094)	0.00%
	70,435,236	6,605,912	54,704,412	-	83.35%	81.90%	(393,098)	55,760,596	1,943,815	11,730,873	16.65%
CONTRACTUAL SERVICES											
211 Telephones	506,990	50,018	442,074	-	87.20%	83.33%	(19,633)	432,364	9,710	64,876	12.80%
212 Printing	4,000	-	583	-	14.58%	83.33%	(2,750)	1,293	(700)	3,417	85.43%
213 Utilities	1,688,700	131,003	1,106,719	-	65.60%	83.33%	(298,479)	1,212,046	(103,447)	579,981	34.39%
214 Travel	95,950	4,073	4,996	-	5.38%	83.33%	(70,559)	48,778	(35,782)	28,594	30.62%
215 Maintenance & Repair-Bldg/Grounds	249,500	21,715	13,014	-	8.71%	83.33%	(178,161)	11,853	(166,308)	20,540	6.01%
216 Maintenance & Repair-Equipment	1,171,500	89,171	89,171	-	7.61%	83.33%	(1,082,329)	727,721	17,691	320,528	26.14%
217 Maintenance & Repair-Road/Truck	71,800	2,231	42,005	3,504	21.60%	83.33%	(119,412)	30,533	12,472	29,795	41.50%
218 Postage	75,300	617	42,037	-	56.25%	83.33%	(17,826)	30,634	2,443	13,163	17.48%
219 Building and Equipment Rents	455,750	39,726	357,070	238	78.35%	83.33%	(22,706)	333,586	33,484	96,442	21.60%
220 Advertising/Sign Publications	20,000	1,932	12,470	(1,863)	62.35%	83.33%	(4,196)	8,632	3,858	7,530	37.65%
221 Training	211,650	16,332	85,561	-	40.43%	83.33%	(90,807)	89,539	(4,078)	127,952	60.65%
222 Dues and Subscriptions	93,330	5,666	76,321	-	81.78%	83.33%	(1,451)	72,837	3,484	17,009	18.24%
223 Professional Services	646,600	5,117	267,038	-	30.75%	83.33%	(281,774)	278,538	(14,890)	389,562	60.25%
224 Audit Costs	80,000	13,009	76,020	-	36.13%	83.33%	(10,256)	71,760	(840)	3,800	4.60%
225 Laundry and Dry Cleaning	726,658	51,819	856,345	-	113.53%	83.33%	221,489	689,384	147,052	(99,488)	-13.53%
226 Insurance-FC and UC	84,374	84,374	718,344	-	84.51%	83.33%	10,079	653,664	64,990	131,666	16.49%
227 Insurance-Other	850,000	31,474	1,719,196	-	171.92%	83.33%	885,896	556,955	1,222,601	(719,196)	-71.92%
229 Court Costs and Damages	1,000,000	31,474	2,546,448	-	65.94%	83.33%	(671,391)	1,920,489	675,559	1,302,126	33.77%
230 Contracted Services	3,861,541	251,954	11,987	11,987	55.94%	83.33%	(3,849,594)	156	(48)	(8)	-0.00%
232 Bank Fees	100	12	108	-	108.00%	83.33%	(8)	114,408	7,912	30,580	20.05%
234 Fire Hydrant Rental	153,000	13,537	123,320	-	79.95%	83.33%	(5,175)	4,643	(14,932)	22,933	95.55%
237 Other Taxes & Fees	24,000	143	1,067	-	4.45%	83.33%	(14,846)	-	-	37,217	100.00%
239 Fire Support Training	32,717	-	-	-	0.00%	83.33%	-	-	-	-	-
	12,083,504	274,297	9,400,149	14,866	77.96%	83.33%	(649,031)	7,444,796	1,975,353	2,648,489	21.93%
COMMODITIES											
340 Cash Over (Short)	2,793,195	346,634	1,799,143	-	0.00%	0.00%	(538,509)	-	-	982,653	35.12%
341 Materials & Supplies	2,500	-	-	-	0.00%	83.33%	(2,083)	1,501,117	250,026	2,500	100.00%
342 Fire Investigation	898,800	123,006	707,263	1,157	76.95%	83.33%	(35,207)	687,225	39,728	187,380	20.92%
343 Gas, Oil & Tires	90,000	1,351	18,319	-	20.74%	83.33%	(56,778)	33,893	(13,674)	71,781	79.76%
344 Prisoner Other Costs	347,600	70,288	295,106	1,784	71.54%	83.33%	(140,383)	132,174	115,992	95,720	27.94%
345 Uniforms	75,750	397	8,825	-	26.50%	83.33%	(14,482)	10,174	(3,469)	18,975	73.50%
346 & 347 Resale Items	1,500	605	4,400	666	100.00%	83.33%	(2,495)	4,400	(1,495)	6,895	65.97%
348 Athletic Supplies	1,500	1,083	3,853	-	72.87%	83.33%	(1,283)	16,709	(4,641)	2,500	100.00%
349 Athletic Equipment	16,500	-	-	-	0.00%	83.33%	(9,896)	-	(12,856)	12,647	76.65%
354 Special Event Supplies	6,000	-	675	-	0.00%	0.00%	(4,325)	4,719	(4,104)	5,325	88.75%
355 Cash Over (Short)	-	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
357 Food Reimbursement	11,000	-	8,975	-	0.00%	0.00%	(1,025)	7,335	1,659	3,025	25.21%
358 Commissions	290,000	90,557	197,500	-	74.79%	83.33%	(1,240)	133,571	84,279	2,100	1.05%
359 Snow Removal Materials	4,403,845	653,921	2,998,319	26,086	67.81%	83.33%	(683,505)	2,493,243	498,476	1,393,640	31.60%

Unaudited

CITY OF CHARLESTON
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
For the Ten-Month Period Ended April 30, 2021

Account	Annual Budget	Current Month	Year To Date	Excess (Deficit)	Percent Used	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year	Balance To Use	Percent To Use
CAPITAL OUTLAYS											
456 Capital Outlay-Land	\$ 25,000	\$ 1,307	\$ 14,092	\$ -	0.00%	83.33%	(6,741)	\$ -	(6,741)	\$ 10,259	0.00%
458 Capital Outlay-Improvements	3,470,516	841,575	1,860,057	313	56.33%	83.33%	(13,259)	1,873,296	1,910,296	1,860,057	49.54%
459 Capital Outlay-Equipment	8,149,018	483,475	2,292,762	-	27.93%	83.33%	(231,315)	1,844,960	543,802	756,958	54.21%
462 Capital Outlay-Center Purchase	-	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
464 Capital Outlay-Special Project	6,644,534	876,337	3,995,836	313	60.14%	83.33%	(1,541,014)	3,775,827	774,304	2,648,845	39.86%
CONTRIBUTIONS AND OTHER											
567 Contributions to Other Governments	1,056,002	88,017	880,168	-	83.33%	83.33%	35	867,032	10,146	136,034	16.67%
568 Other Contributions	1,758,000	170,188	997,222	-	54.30%	83.33%	(771,290)	1,344,988	(577,796)	770,768	43.84%
572 Interest on Bonds	60,175	-	31,413	-	0.00%	83.33%	(17,511)	30,863	(15,420)	21,562	45.80%
621 Financial Institutions	-	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
621 Financial Institutions	505,000	-	505,000	-	100.00%	83.33%	84,184	545,000	(40,000)	-	0.00%
671 Bond Discount	-	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
674 Bond Service Charge	1,750	-	1,750	-	100.00%	83.33%	292	1,750	-	-	0.00%
677 Insurance Costs	-	-	-	-	0.00%	83.33%	(215,658)	-	-	260,000	100.00%
598 Contingency	260,000	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
	3,641,127	258,205	2,406,763	-	68.10%	83.33%	(627,380)	2,790,823	(384,000)	1,234,364	33.99%
TOTAL EXPENDITURES AND ENCUMBRANCES	97,282,746	9,062,192	77,513,420	41,165	79.74%	83.33%	(3,693,211)	72,799,632	4,807,786	19,633,661	20.22%
566 Transfers Out	25,410,847	25,446	4,524,615	-	19.38%	83.33%	(16,349,964)	4,531,056	(64,631)	20,485,932	80.62%
TOTAL EXPENDITURES, ENCUMBRANCES AND TRANSFERS OUT	\$ 122,693,593	\$ 9,095,138	\$ 82,038,035	\$ 41,165	67.21%	83.33%	\$ (19,340,209)	\$ 77,330,700	\$ 4,737,335	\$ 40,139,593	32.74%

Unaudited

CITY OF CHARLESTON, WEST VIRGINIA
Parking System
Statement of Net Position
Proprietary Fund
April 30, 2021

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 5,101,226
Cash with Fiscal Agent	525
Accounts Receivable (Net of Allowance for Uncollectibles)	113,554
Due From Other Funds	-
Prepaid Insurance	55,083
Interest Receivable	-
Restricted:	
Cash and Cash Equivalents	2,316,627
Revenue Bond Covenant Accounts	-
Total Current Assets	<u>7,587,015</u>

Noncurrent Assets

Restricted:	
Revenue Bond Covenant Accounts	-
Capital Assets Not Being Depreciated:	
Land	4,066,447
Construction in Progress	-
Capital Assets Being Depreciated	
Buildings and System	24,380,710
Machinery and Equipment	1,696,152
Less Accumulated Depreciation	<u>(21,480,365)</u>
Total Capital Assets (Net of Accumulated Depreciation)	8,662,944
Total Noncurrent Assets	<u>8,662,944</u>
Total Assets	<u>\$ 16,249,959</u>

DEFERRED OUTFLOW OF RESOURCES:

Other Post Employment Benefits	\$ 508,566
Loss on Refunding of Debt	-
	<u>508,566</u>

LIABILITIES

Current Liabilities:

Accounts Payable	\$ -
Due to Other Funds	17,292
Salaries and Wages Payable	19,483
Compensated Absences	40,903
Flexible Spending	(134)
Insurance Claims Payable	3,259
Other Post Employment Benefits	-
Performance Bonds	3,455
Advance Payments	-
Revenue Bonds Payable-current	-
Accrued Interest Payable	-
Total Current Liabilities	<u>84,258</u>

Noncurrent Liabilities:

Revenue Bonds Payable (Net of Unamortized Discounts)	-
OPEB-Long-Term	<u>4,341,051</u>
Total Noncurrent Liabilities	<u>4,341,051</u>
Total Liabilities	<u>4,425,309</u>

DEFERRED INFLOW OF RESOURCES:

Other Post Employment Benefits	419,591
Advance Payments	<u>8,524</u>
	428,115

NET POSITION

Net Investment in Capital Assets	8,662,944
Restricted For Debt Service	2,316,627
Unrestricted	<u>925,530</u>
Total Net Position	<u>\$ 11,905,101</u>

CITY OF CHARLESTON, WEST VIRGINIA
Parking System
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Fund
For the Ten-Month Period Ended April 30, 2021

	Annual Budget	Current Month	Year To Date	Percent Collected/ Used	Budget Percentage	Actual To Budget	Year To Date Prior Year	Actual to Prior Year Actual	Balance to Collect/Use	Percent To Collect/Use
Operating Revenues	\$ 2,517,500	\$ 199,347	\$ 1,877,545	74.57%	83.33%	\$ (220,621)	\$ 2,304,460	\$ (476,915)	\$ 640,355	25.43%
Operating Expenses	1,382,888	291,780	1,774,567	91.83%	83.04%	162,552	1,903,495	(115,529)	157,921	8.17%
Operating Income (loss)	585,012	7,567	102,978			(283,173)	400,964	(396,385)	482,434	
Nonoperating Revenues	68,400	609	5,969	8.73%	83.33%	(51,029)	98,317	(92,348)	62,431	91.27%
Nonoperating Expenses	68,400	-	5,969	0.00%	83.33%	(51,029)	98,317	(92,348)	62,431	0.00%
Total Nonoperating Revenue (Expense)	-	609	-			-	-	-	-	
Income Before Contributions and Transfers	\$ 653,412	\$ 8,176	\$ 108,547			\$ (434,201)	\$ 499,281	\$ (330,734)	\$ 644,866	
Transfers In (Capital Contributions)	\$ -	\$ -	\$ -	0.00%	83.33%	\$ -	\$ -	-	\$ -	0.00%
Transfer Out	\$ (533,412.00)	\$ -	\$ -	0.00%	83.33%	\$ 444,652	\$ -	-	\$ (533,412)	0.00%
Change in Net Position			108,547							
Total Net Position-Beginning			\$ 11,796,554							
Total Net Position-Ending			\$ 11,905,101							

Parking System
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Fund
For the Ten-Month Period Ended April 30, 2021

Page | 101 of

CITY OF CHARLESTON, WEST VIRGINIA
Parking System
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Fund
For the Ten-Month Period Ending April 30, 2021

	Annual Budget	Current Month	Year to Date	Percent Used	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year Actual	Balance To Use	Percent To Use
OPERATING EXPENSES										
PERSONNEL COSTS	\$ 777,321	\$ 75,891	\$ 541,161	69.62%	84.62%	\$ (116,608)	\$ 506,063	\$ 35,598	\$ 736,160	30.38%
Salaries and Wages	59,465	5,656	40,099	67.43%	84.62%	(10,710)	36,643	3,456	15,366	33.57%
FICA	183,180	3,898	107,756	56.10%	83.33%	(49,888)	109,076	(6,370)	80,424	43.90%
Medical and Life Insurance	72,632	6,865	50,798	69.84%	84.62%	(10,663)	47,077	3,091	21,834	30.06%
Retirement	9,500	60	8,670	91.26%	83.33%	754	10,535	(1,866)	830	8.74%
Dental/Optical Insurance	(44,200)	(1,400)	(14,856)	0.00%	83.33%	21,876	(23,285)	14,429	(9,461)	64.06%
Insurance-Payroll Deduction	40,000		-	0.00%	83.33%	(33,523)	-	-	40,000	100.00%
Other Post Employment Benefits	1,097,898	50,570	778,638	66.37%	83.80%	(192,289)	680,740	47,888	389,270	33.63%
CONTRACTUAL SERVICES										
Telephone	15,000	2,473	14,713	98.09%	83.33%	2,714	10,167	4,546	287	1.91%
Utilities	200,000	15,193	122,140	61.07%	83.33%	(44,520)	110,261	1,879	77,860	38.93%
Postage	1,000	-	-	0.00%	(833)	(833)	-	-	1,000	100.00%
Maintenance and Repair-Building and Grounds	75,000	1,850	17,968	23.95%	83.33%	(44,530)	40,439	(22,471)	57,032	76.04%
Maintenance and Repair-Equipment	10,000	15,566	20,083	200.83%	83.33%	11,750	5,216	14,867	(10,083)	-100.83%
Maintenance and Repair-Trucks	9,700	-	6,447	66.46%	83.33%	(1,656)	11,302	3,253	3,253	33.54%
Postage	5,000	-	27	0.51%	(8333)	(4,440)	614	(387)	4,973	57.06%
Building and Equipment Rentals	50,000	3,368	23,975	47.95%	83.33%	(17,990)	32,205	(8,350)	26,025	80.00%
Advertising/Legal Publications	-	-	-	0.00%	83.33%	(833)	695	(695)	1,000	100.00%
Training	1,000	-	-	0.00%	83.33%	113	740	(2)	12	1.60%
Dues and Subscriptions	750	-	778	98.00%	83.33%	336	336	1,307	(1,138)	0.00%
Professional Services	45,000	-	1,638	3.776%	83.33%	(43,362)	9,834	3,599	5,267	29.51%
Workers Compensation and Unemployment Compensation	10,540	315	13,773	70.49%	83.33%	(2,510)	70,932	(17,604)	8,672	16.68%
Insurance and Bonds	52,000	4,977	43,378	83.37%	83.33%	(4)	177,177	(36,209)	189,032	50.66%
Insurance-Rentals	275,000	13,058	135,968	49.44%	83.33%	(88,390)	837	(1,559)	1,822	72.88%
Bank Fees/Debit Cards	2,500	93	678	27.12%	83.33%	(1,406)	20,915	(18,327)	52,312	95.11%
Electronic Motor Fees	55,000	337	2,688	4.89%	83.33%	(43,144)	496,670	(92,506)	367,426	47.65%
	771,990	57,450	407,164	52.35%	83.33%	(239,139)				
COMMODITIES										
Materials and Supplies	50,000	5,098	35,866	71.73%	83.33%	(5,799)	34,460	3,406	14,134	28.27%
Gas, Oil and Tires	8,000	-	5,715	42.62%	83.33%	(2,977)	3,565	184	4,251	53.14%
Uniforms	5,000	-	5,132	108.65%	83.33%	1,167	4,961	472	(433)	-8.66%
	63,000	5,098	46,568	71.55%	83.33%	(17,450)	42,986	2,662	17,952	28.50%
Total Operating Expenses	1,932,888	154,408	1,177,840	60.94%	83.51%	(436,379)	1,270,396	(42,568)	755,048	39.06%
Depreciation	-	37,372	597,127	0.00%	83.33%	597,127	683,100	(85,973)	(597,127)	ND/0
TOTAL OPERATING EXPENSES AND DEPRECIATION	1,932,888	191,780	1,774,967	91.83%	83.42%	162,552	1,953,496	(128,529)	157,921	8.17%
NONOPERATING EXPENSES										
Interest on Bonds	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
Bond Service Charge	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
Contingency	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
TOTAL NONOPERATING EXPENSES	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
TOTAL EXPENSES	\$ 1,932,888	\$ 191,780	\$ 1,774,967	91.83%	83.38%	\$ 162,552	\$ 1,953,496	(128,529)	\$ 157,921	8.17%
Transfer Out	\$ 533,412	\$ -	\$ -	0.00%	83.33%	\$ (444,492)	\$ 1,030,405	(1,030,405)	\$ 533,412	100.00%

Unaudited

CITY OF CHARLESTON, WEST VIRGINIA
Parking System
Proprietary Fund
Schedule of Capital Outlays
For the Ten-Month Period Ended April 30, 2021

	Annual Budget	Current Month	Year to Date	Percent Used	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year Actual	Balance To Use	Percent To Use
Capital Outlays										
Capital Outlay-Major Improvements	\$ -	-	-	0.00%	83.33%	\$ -	\$ -	-	-	0.00%
Capital Outlay-Major Improvements-Lighting	-	-	-	0.00%	83.33%	970	-	-	-	0.00%
Capital Outlay-Buildings & Equipment	-	-	970	0.00%	83.33%	970	184,832	(183,862)	(970)	0.00%
Capital Outlay-Land	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
Construction in Progress	-	-	-	0.00%	83.33%	-	168,109	(168,109)	-	0.00%
Capital Outlay-Lease Purchase	-	-	-	0.00%	83.33%	-	-	-	-	0.00%
Total Capital Outlays for the Two-Month Period Ended April 30, 2021	\$ -	\$ -	\$ 970	0.00%	83.33%	\$ 970	\$ 352,941	\$ (351,971)	\$ (970)	0.00%

Parking System Revenue
Proprietary Fund
Statement of Cash Flows
For the Ten-Month Period Ended April 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts From Customers and Users	\$ 1,903,476
Payments to Suppliers	(512,718)
Payments to Employees	(728,762)
Internal Activity Receipts/payments to other funds	(1,465)
	<u>660,531</u>
Net Cash Provided (Used) By Operating Activities	<u>660,531</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers From Other Funds	<u>-</u>
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CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Federal Grant Subsidy	-
Transfer to Parking	-
Principal Payments on Capital Debt	-
Interest and Fees Paid on Capital Debt	-
Transfer to CASE and Public Safety Bonds	-
Acquisition and Construction of Capital Assets	(970)
Energy Rebates	-
Capital Contributions	-
Cash Proceeds from Sale of Capital Asset	<u>-</u>
Net Cash Provided (Used) By Capital & Related Financing Activities	<u>(970)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Interest and Dividends Received	<u>5,968</u>
Net Cash Provided (Used) By Investing Activities	<u>5,968</u>

Net Increase (Decrease) in Cash and Cash Equivalents	665,529
Cash and Cash Equivalents, Beginning of One-Month Period (Including Restricted Assets of \$ 2,335,536)	<u>6,752,849</u>
Cash and Cash Equivalents, End of Ten-Month Period (Including Restricted Assets of \$ 2,316,627)	<u>\$ 7,418,378</u>

Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:

Operating Income (Loss)	\$ 102,578
Adjustments to Reconcile Operating Income (Loss) to Net Cash provided by Operating Activities:	
Depreciation Expense	597,127
(Increase) Decrease in Accounts Receivable	34,125
(Increase) Decrease in Prepaid and Other	(16,349)
(Increase) Decrease in Due From Other Funds	-
Increase (Decrease) in Accounts Payable	(46,579)
Increase (Decrease) in Accrued Salaries & Benefits	-
Increase (Decrease) in Insurance Claims Payable	-
Increase (Decrease) in Accrued Vacation	-
Increase (Decrease) in Flexible Spending	(134)
Increase (Decrease) in Performance Bonds	-
Increase (Decrease) in Unearned Revenue	(8,194)
Increase (Decrease) in Advance Lot Rental	-
Increase (Decrease) in Due to Other Funds	(1,465)
Increase (Decrease) in Due to Other Governmental Entities	(578)
Increase (Decrease) in Other Post Employment Benefits	<u>557,953</u>
Total Adjustments	<u>557,953</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 660,531</u>

Unaudited

CITY OF CHARLESTON, WEST VIRGINIA
Charleston Coliseum and Convention Center
Statement of Net Position
Proprietary Fund
April 30, 2021

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 233,743
Cash with Fiscal Agent	4,050
Accounts Receivable	1,090
Due From Other Funds	-
Prepaid Insurance & Flexible Spending	248,079
Restricted Cash, Cash Equivalents and Investments:	
Cater Contract Deposits	196,070
Revenue Bond Covenant Accounts	318,549
Total Current Assets	<u>1,001,581</u>

Noncurrent Assets:

Capital Assets Not Being Depreciated	
Land	300,000
Construction in Progress	-
Capital Assets Being Depreciated:	
Buildings	125,633,262
Other Improvements	998,567
Machinery and Equipment	1,744,422
Less Accumulated Depreciation	<u>(27,597,320)</u>
Total Capital Assets (Net of Accumulated Depreciation)	<u>101,078,931</u>
Total Noncurrent Assets	<u>101,078,931</u>
Total Assets	<u>\$ 102,080,512</u>

DEFERRED OUTFLOW OF RESOURCES:

Other Post Employment Benefits	\$ 758,683
Loss on Refunding of Debt	<u>68,723</u>
	827,406

LIABILITIES

Current Liabilities:

Accounts Payable	\$ (439)
Due to Other Funds	21,439
Due to Component Unit	
Union Technicians Payable	125
Charleston Sound Payable	100
Insurance Claims Payable	34,515
Accrued Salary & Benefits	27,235
Compensated Absences	50,360
Flexible Spending	(5)
Consumer Sales Taxes Payable	1,060
Customer Deposits Payable	25,179
Revenue Bonds Payable-Current	-
Accrued Interest Payable	<u>56,925</u>
Total Current Liabilities	<u>216,494</u>

Noncurrent Liabilities:

Revenue Bonds Payable (Net of Unamortized Discounts)	2,178,897
Other Post Employment Benefits	<u>6,476,009</u>
Total Noncurrent Liabilities	<u>8,654,906</u>
Total Liabilities	<u>8,871,400</u>

DEFERRED INFLOW OF RESOURCES:

Other Post Employment Benefits	\$ 625,948
Unearned Earned Revenue	<u>2,300</u>
	628,248

NET POSITION

Net Investment in Capital Assets	98,968,757
Restricted for Debt Service	318,549
Unrestricted	<u>(5,879,036)</u>
Total Net Position	<u>\$ 93,408,270</u>

CITY OF CHARLESTON, WEST VIRGINIA
Charleston Coliseum and Convention Center
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Fund
For the Ten-Month Period Ended April 30, 2021

	\$ (45,240)	Annual Budget	Current Month	Year to Date	Percent Collected	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year Actual	Balance to Collect	Percent to Collect
OPERATING REVENUES											
Rent		\$ 470,000	\$ 60,798	\$ 128,153	27.27%	83.33%	\$ (263,498)	\$ 834,655	\$ (706,502)	\$ 341,847	72.73%
Commissions		31,800	42	72	0.23%	83.33%	(26,127)	148,763	(146,691)	31,728	99.77%
Parking lot		231,000	24,426	40,804	17.66%	83.33%	(151,688)	42,890	(146,066)	190,196	82.34%
Deli-canteen/Gourmet		(251,406)	(49,446)	(245,317)	0.00%	0.00%	(245,317)	318,754	(564,111)	(6,089)	0.00%
Person Services		70,280	8,088	17,462	24.85%	83.33%	(41,102)	107,050	(69,588)	52,818	75.15%
Security		30,130	2,154	6,381	21.19%	83.33%	(18,726)	32,628	(26,247)	23,749	78.82%
Advertising		233,801	-	81,500	34.86%	83.33%	(113,326)	283,450	(881,959)	152,301	65.14%
Spotlight Rental		1,500	150	550	36.67%	83.33%	(700)	2,971	(2,421)	950	63.33%
Power Usage		26,000	2,420	10,878	41.07%	83.33%	(10,988)	33,449	(22,771)	15,322	58.93%
Public Address System		18,500	313	5,738	31.02%	83.33%	(19,078)	13,397	(7,659)	12,762	68.98%
Staging		370	-	1,960	85.22%	83.33%	2,547	6,675	(3,725)	(2,480)	-670.27%
Booth Rental		19,800	19,870	19,870	100.86%	83.33%	43	16,174	(14,214)	340	14.78%
Piano Rental		1,500	-	-	0.00%	83.33%	(1,250)	640	(640)	1,500	100.00%
Table Rental		22,000	5,253	6,253	29.15%	83.33%	(19,580)	19,251	(12,998)	12,747	67.09%
Miscellaneous		1,000	-	104	0.47%	83.33%	(83.229)	12,885	(12,581)	21,896	95.53%
Building Damages		1,000	-	-	0.00%	83.33%	(633)	79	(79)	1,000	100.00%
Telephone Rental		1,370	-	575	41.97%	83.33%	(567)	2,500	(1,925)	795	58.03%
A.V. Equipment		193,000	430	30,562	15.84%	83.33%	(130,265)	101,079	(70,517)	162,438	84.16%
Telnet		-	-	-	0.00%	0.00%	-	-	-	-	0.00%
Carpet Rental		11,000	-	-	0.00%	83.33%	(9,166)	4,720	(4,720)	11,000	100.00%
Contributions From Other Entities		-	-	-	0.00%	0.00%	-	301	(301)	-	0.00%
Drayage		-	-	-	0.00%	0.00%	-	-	-	-	0.00%
Capital Improvement Fees		-	910	2,070	0.00%	83.33%	2,070	49,346	(47,275)	(2,070)	0.00%
TOTAL OPERATING REVENUES		1,132,945	75,578	110,365	9.74%	83.33%	(833,718)	2,086,503	(1,976,138)	1,022,360	90.26%
NONOPERATING REVENUES											
Interest		50	25	356	712.00%	83.33%	314	6,432	(6,076)	(306)	-612.00%
Energy Rebates		7,500	-	2,423	32.31%	83.33%	(13,827)	80,320	(77,897)	5,077	67.65%
Gain (Loss) on Sale of Fixed Asset		-	-	360	0.00%	83.33%	360	-	360	(360)	0.00%
TOTAL NONOPERATING REVENUES		7,550	25	3,139	41.58%	83.33%	(13,152)	86,752	(83,613)	4,411	58.47%
TOTAL REVENUES		1,140,495	75,553	113,504	9.95%	83.33%	(856,870)	2,173,255	(2,059,751)	1,026,771	90.05%
EXPENSES (SCHEDULE ATTACHED)		3,042,641	668,999	6,059,916	198.17%	83.38%	3,572,362	6,949,746	(885,830)	(3,017,275)	-95.17%
NET INCOME		(1,902,146)	(593,446)	(5,946,412)			(5,946,412)	(6,776,491)	(1,169,912)	-4,044,265	
Transfers in-General Fund		2,364,918	25,946	2,267,090	100.10%	83.33%	379,724	1,245,738	1,021,352	(2,171)	-0.10%
Transfers in-Grant Fund		187,228	22,294	89,962	48.06%	83.33%	(66,035)	185,576	(75,594)	97,246	51.94%
Transfers in-Capital Contribution		-	-	5,178	0.00%	0.00%	5,178	69,500	(64,322)	-	0.00%
Transfers in-Capital Contribution		-	11,221	11,221	0.00%	0.00%	11,221	719,300	(708,079)	(11,221)	0.00%
Transfers in-CC Grant Fund		-	328,728	328,728	0.00%	0.00%	328,728	-	328,728	(328,728)	0.00%
Transfers Out-CC Capital Improvement Fund		-	-	-	0.00%	0.00%	-	(27,120)	27,120	-	0.00%
Total Transfers in (Out)		2,452,146	388,189	2,702,199	110.20%	83.33%	659,826	2,172,994	529,205	(250,053)	-10.20%
Change in Net Position				(3,244,213)							
Total Net Position-Beginning				\$ 96,652,483							
Total Net Position-Ending				\$ 93,408,270							

CITY OF CHARLESTON, WEST VIRGINIA
Charleston Coliseum and Convention Center
Statement of Revenues, Expenses, and Changes in Fund Net Position
Proprietary Fund
For the Ten-Month Period Ended April 30, 2021

	Annual Budget	Current Month	Year to Date	Percent Used	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year Actual	Balance to Use	Percent to Use
OPERATING EXPENSES										
PERSONNEL COSTS										
Salaries and Wages	\$ 951,436	\$ 76,249	\$ 544,530	56.64%	84.62%	\$ (269,037)	\$ 1,141,425	\$ (596,895)	\$ 416,906	43.36%
FICA	66,367	5,725	40,192	60.56%	84.62%	(15,968)	83,175	(42,983)	26,175	39.44%
Medical and Life Insurance	262,903	4,872	155,312	60.22%	83.33%	(60,765)	83,712	64,600	104,591	39.78%
Retirement	66,890	6,439	51,289	76.68%	84.62%	(5,315)	89,881	(38,593)	15,601	23.23%
Dental/Optical Insurance	11,875	494	7,953	66.97%	83.33%	(1,942)	7,902	51	3,322	33.03%
Insurance-Payroll Deduction	(53,096)	(3,600)	(25,528)	0.00%	83.33%	18,717	(43,298)	17,770	(27,568)	51.92%
OPEB	20,000	-	-	0.00%	83.33%	(16,666)	-	-	20,000	100.00%
	<u>1,336,375</u>	<u>90,179</u>	<u>776,748</u>	<u>58.12%</u>	<u>83.88%</u>	<u>(344,242)</u>	<u>1,372,797</u>	<u>(596,049)</u>	<u>559,627</u>	<u>41.88%</u>
CONTRACTUAL SERVICES										
Telephone	41,000	4,819	46,650	113.78%	83.33%	12,485	45,012	1,638	(5,650)	-13.78%
Printing	2,100	-	-	0.00%	83.33%	(1,750)	14,524	2,100	2,100	100.00%
Utilities	523,000	48,821	388,428	74.27%	83.33%	(47,388)	560,620	(172,192)	134,572	25.73%
Travel	-	-	-	0.00%	0.00%	-	3,848	(3,848)	-	0.00%
Maintenance & Repair-Building & Grounds	10,700	1,650	2,329	21.77%	83.33%	(6,587)	34,406	(32,077)	8,371	78.23%
Maintenance & Repair-Equipment	11,700	3,916	21,657	185.10%	83.33%	11,907	38,316	(17,659)	(9,957)	-85.10%
Maintenance & Repair-Auto/Truck	-	-	-	0.00%	0.00%	-	-	(17,659)	-	0.00%
Postage	1,000	-	-	0.00%	83.33%	(833)	189	(189)	1,000	100.00%
OVG	-	54,187	228,725	0.00%	0.00%	229,725	-	229,725	(229,725)	0.00%
Building & Equipment Rents	134,200	2,059	32,009	23.85%	83.33%	(79,820)	146,569	(114,560)	102,191	76.15%
Advertising/Legal Publications	9,100	6,000	6,000	65.93%	83.33%	(1,583)	4,526	1,474	3,100	34.07%
Training	2,500	-	-	0.00%	83.33%	(2,083)	125	(125)	2,500	100.00%
Dues and Subscriptions	1,100	-	200	18.18%	83.33%	(717)	1,205	(1,005)	900	81.82%
Workers Compensation & Unemployment Co	24,425	428	21,730	89.97%	83.33%	1,377	10,137	11,593	2,695	11.03%
Insurance and Bonds	275,000	22,097	234,910	85.43%	83.33%	5,753	105,746	129,164	40,090	14.58%
Contracted Services	448,323	25,709	195,082	43.07%	83.33%	(180,506)	524,083	(331,011)	255,241	56.93%
	<u>1,484,148</u>	<u>169,686</u>	<u>1,176,720</u>	<u>79.29%</u>	<u>83.33%</u>	<u>(60,021)</u>	<u>1,490,316</u>	<u>(313,596)</u>	<u>307,428</u>	<u>20.11%</u>
COMMODITIES										
Materials and Supplies	57,000	5,707	38,408	67.38%	83.33%	(9,090)	124,273	(85,865)	18,592	32.62%
Gasoline and Oil	1,000	-	-	0.00%	83.33%	(833)	1,756	(1,756)	1,000	100.00%
Uniforms	11,500	-	-	0.00%	83.33%	(9,583)	2,830	(2,830)	11,500	100.00%
	<u>69,500</u>	<u>5,707</u>	<u>38,408</u>	<u>55.26%</u>	<u>83.33%</u>	<u>(19,506)</u>	<u>128,859</u>	<u>(90,451)</u>	<u>31,092</u>	<u>44.74%</u>
Total Operating Expenses	2,890,023	265,572	1,991,876	68.92%	83.51%	(421,582)	2,991,972	(1,000,096)	898,147	31.08%
Depreciation	-	392,469	3,926,221	0.00%	0.00%	3,926,221	1,403,302	2,522,919	(3,926,221)	0.00%
TOTAL OPERATING EXPENSES AND DEPRECIATION	<u>2,890,023</u>	<u>657,881</u>	<u>5,918,097</u>	<u>204.78%</u>	<u>41.76%</u>	<u>4,711,368</u>	<u>4,395,274</u>	<u>1,522,823</u>	<u>(3,028,074)</u>	<u>-104.78%</u>
NONOPERATING EXPENSES										
Other Interest	149,618	8,509	115,679	77.32%	83.33%	(8,998)	132,533	(16,854)	33,939	22.68%
Interest on Bonds	-	2,509	25,090	0.00%	0.00%	25,090	25,090	-	(25,090)	0.00%
Bond Service Charges	3,000	-	1,050	35.00%	83.33%	(1,450)	2,680	(1,640)	1,950	65.00%
TOTAL NONOPERATING EXPENSES	<u>152,618</u>	<u>11,018</u>	<u>141,819</u>	<u>92.92%</u>	<u>83.33%</u>	<u>14,642</u>	<u>160,313</u>	<u>(18,494)</u>	<u>10,799</u>	<u>7.08%</u>
TOTAL EXPENSES	<u>3,042,641</u>	<u>668,999</u>	<u>6,059,916</u>	<u>199.17%</u>	<u>83.38%</u>	<u>3,522,962</u>	<u>4,555,587</u>	<u>1,504,329</u>	<u>(3,017,275)</u>	<u>-99.17%</u>
Transfer Out	-	-	-	0.00%	83.33%	-	12,364	(12,364)	-	0.00%
TOTAL EXPENSES AND TRANSFERS OUT	<u>\$ 3,042,641</u>	<u>\$ 668,999</u>	<u>\$ 6,059,916</u>	<u>199.17%</u>	<u>83.38%</u>	<u>\$ 3,522,962</u>	<u>\$ 4,567,951</u>	<u>\$ 1,491,965</u>	<u>\$ (3,017,275)</u>	<u>-99.17%</u>

CITY OF CHARLESTON, WEST VIRGINIA
Charleston Coliseum and Convention Center
Proprietary Fund

Schedule of Capital Outlays
For the Ten-Month Period Ended April 30, 2021

	Annual Budget	Current Month	Year to Date	Percent Used	Budget Percentage	Actual to Budget	Year to Date Prior Year	Actual to Prior Year Actual	Balance to Use	Percent to Use
Capital Outlays										
Special Projects & Equipment	\$ -	\$ -	\$ -	0.00%	83.33%	-	\$ -	\$ -	\$ -	0.00%
Major Improvements	-	11,221.00	13,264.00	0.00%	83.33%	-	668,931	(655,667.00)	(13,264.00)	0.00%
Construction in Progress	-	-	-	0.00%	83.33%	-	119,250	(119,250)	-	0.00%
Total Capital Outlay for the 1st-Month Period Ended April 30, 2021	\$ -	\$ 11,221	\$ 13,264	0.00%	83.33%	\$ 13,264	\$ 788,181	\$ (774,917)	\$ (13,264)	0.00%

Charleston Coliseum and Convention Center Revenue Fund
Statement of Cash Flows
Proprietary Fund
For the Fiscal Year Ended April 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts From Customers and Users	\$ 192,107
Payments to Suppliers	(1,346,353)
Payments to Employees	(776,753)
Internal Activity Receipts/Payments to Other Funds	(36,958)
Net Cash Provided (Used) By Operating Activities	<u>(1,967,957)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Transfers From Other Funds	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Transfers From General Fund for Debt Service Payments	535,114
Transfers From Coal Severance Fund for Debt Service Payments	89,982
Transfers From Civic Center Capital Improvements Fund	5,178
Transfers From Civic Center Project	11,221
Transfers From Parking	
Transfer to Civic Center Capital Improvement Fund	
Transfer in CC Grant Fund	328,728
Energy Rebates for Capital Lighting Upgrades	2,423
Transfers GF-Health Care	167,775
Subsidy From GF - Subsidy	1,564,200
Interest And Fees Paid On Capital Debt	(82,225)
Principal Paid On Capital Debt	(550,000)
Acquisition and Construction of Capital Assets	(13,264)
Proceeds from Sale of Capital Asset	360
Net Cash Provided (Used) By Capital and Related Financing Activities	<u>2,059,492</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest and Dividends Received	<u>358</u>
Net Cash Provided (Used) By Investing Activities	<u>358</u>
Net Increase (Decrease) In Cash And Cash Equivalents	91,893
Cash and Cash Equivalents, Beginning of Ten-Month Period (Including Restricted Assets of \$ 270,346)	<u>464,449</u>
Cash and Cash Equivalents, End of Ten-Month Period (Including Restricted Assets of \$ 318,549)	<u>\$ 556,342</u>
Reconciliation Of Operating Income To Net Cash Provided By Operating Activities:	
Operating Income (Loss)	\$ (5,807,732)
Adjustment To Reconcile Operating Income To Net Cash Provided (Used) By Operating Activities:	
Depreciation Expense	3,926,221
(Increase) Decrease in Due From Other Funds	1,827
(Increase) Decrease in Accounts Receivable	45,416
(Increase) Decrease in Prepaid Insurance	(48,125)
(Increase) Decrease in Restricted Deposits	31,287
Increase (Decrease) in Advance payments	(1,200)
Increase (Decrease) in Accounts Payable	(79,241)
Increase (Decrease) in Salaries & Benefits Payable	-
Increase (Decrease) in Accrued Vacation Payable	-
Increase (Decrease) in Accrued Flexible Spending	(5)
Increase (Decrease) in Insurance Payable	-
Increase (Decrease) in Sound Payable	-
Increase (Decrease) in Other Operating Liabilities	(216)
Increase (Decrease) in Due To Other Funds	(38,785)
Increase (Decrease) in Due To Component Unit	(3,643)
Increase (Decrease) in Deposits On Hand	6,239
(Increase) Decrease in Deferred Outflows	-
Increase (Decrease) in Deferred Inflows	-
Increase (Decrease) in Other Post Employment Benefits	-
Total Adjustments	<u>3,839,775</u>
Net Cash Provided (Used) By Operating Activities	<u>\$ (1,967,957)</u>
Noncash Investing, Capital, and Financing Activities:	

Unaudited

1 **Bill No. 7913**

2

Passed by Council:

3 Introduced in Council

4 **June 7, 2021**

5 Introduced by:

Referred to

6 **Chuck Overstreet**

Planning, Streets and Traffic

7

8 **Bill No. 7913** - A Bill to establish a 20 MPH Speed Limit on West Ave from Washington
9 Street West to Park Avenue and amending the Traffic Control Map and Traffic Control
10 File, established by the code of the City of Charleston, West Virginia, two thousand and
11 three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to
12 conform therewith.

13 Be it Ordained by the Council of the City of Charleston, West Virginia:

14 Section 1. A Bill to establish a 20 MPH Speed Limit on West Ave from Washington Street
15 West to Park Avenue

16 Section 2. The Traffic Control Map and Traffic Control File, established by the code
17 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
18 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
19 amended, to conform to this Ordinance.

20 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
21 repealed to the extent of said inconsistency.

1 **Bill No. 7914**

2 Passed by Council:

3 Introduced in Council

4 **June 7, 2021**

5 Introduced by:

Referred to

6 **Chuck Overstreet**

Planning, Streets and Traffic

7
8
9 **Bill No. 7914** - A Bill to establish a 20 MPH Speed Limit on Park Avenue from Washington
10 Street West to Woodsedge Way and amending the Traffic Control Map and Traffic Control
11 File, established by the code of the City of Charleston, West Virginia, two thousand and
12 three, as amended, Traffic Laws, Section 263, Division 2, Article 4, Chapter 114, to
13 conform therewith.

14 **Be it Ordained by the Council of the City of Charleston, West Virginia:**

15 Section 1. A Bill to establish a 20 MPH Speed Limit on Park Avenue from Washington Street
16 West to Woodsedge Way

17 Section 2. The Traffic Control Map and Traffic Control File, established by the code
18 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
19 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
20 amended, to conform to this Ordinance.

21 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
22 repealed to the extent of said inconsistency.