CHARLESTON CITY COUNCIL

Regular Meeting

November 7, 2022
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 11-7-2022

PROCLAMATIONS

1. 11-7-2022

COMMUNICATIONS

1. 11-7-2022

REPORTS OF STANDING COMMITTEES

PLANNING, STREETS AND TRAFFIC

1. Bill No. 7974 Committee Substitute - A Bill to name a public alley, located between the opening that begins at Mountain Rd between 1339 and 1337 Mountain Rd and terminates between 1339 and 1321 Mountain Rd., as Ivory Lane.

2. Bill No. 7975 - A Bill amending the Zoning Ordinance by rezoning from a C-4 district to a C-10 district, that certain lot located at 3406 Chesterfield Ave.

3. Bill No. 7976 - A Bill to amend and reenact ordinance 7968 to remove the handicap parking zone on the southerly side of 6th Street from a point 52 feet west of Russell Street to a point 118 feet west of Russell Street, maintain the established handicapped parking zones on the southerly side of 6th Street from Russell Street to a point 52 feet west of Russell Street, establish a handicapped parking zone on the westerly side of Russell Street from a point 88 feet south of 6th Street to a point 110 feet south of 6th Street, establish a handicapped parking zone on the southerly side of 6th Street from a point 233 feet west of Russell Street to a point 289 feet west of Russell Street, and amending the Traffic Control Map and Traffic Control File.

FINANCE

1. Resolution No. 731-22 – Authorizing the Mayor or City Manager to enter into a contract with Waterline Systems Inc. for the purchase of a boat for the Charleston Fire Department, and will be paid for, in part, with federal grant funds.

2. Resolution No. 732-22 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Hooten Equipment Company LLC for the purchase of 14 coolers to be used for easy access concessions distribution.

3. Resolution No. 733-22 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by City Purchasing Director on November 15, 2022.

4. Resolution No. 734-22 - Authorizing settlement of pending disputed claims against the City in the matter known as Deanna M. Petty v. City of Charleston, Civil Action No. 21-C-180 in the Circuit Court of Kanawha County, West Virginia, as recommended by the City Solicitor.

5. Resolution No. 735-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to East End Resource Center Inc. in the total amount of $150,000 and to execute appropriate agreements.

REPORTS OF OFFICERS

1. 11-7-2022

NEW BILLS

1. 11-7-2022

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

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THE NEXT REGULAR MEETING OF COUNCIL WILL BE NOVEMBER 21, 2022 AT 7:00 PM.

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

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EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: The City of Charleston joins the Charleston Area Alliance, Charleston Main Streets, Downtown Charleston Association, and neighborhood associations throughout Charleston in celebrating small businesses and their contributions to our city's culture, economy and character; and

WHEREAS: Locally owned, small businesses are the backbone of our community – creating jobs and boosting our economy while also providing residents and visitors with exceptional, one-of-a-kind experiences that foster relationships and contribute to the distinct character of our Capital City; and

WHEREAS: Local business owners invest in our City through their commitment to the wellbeing and future of our workforce and residents, their involvement in local government and key development decisions, and their contributions to local not-for-profit organizations; and

WHEREAS: We remain committed to supporting local businesses throughout the year and bringing greater awareness of their importance to our communities on Small Business Saturday and during Shop Local Month.

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston do hereby proclaim November 26, 2022, as

SMALL BUSINESS SATURDAY

And November 23 – December 23, 2022, as

SHOP LOCAL MONTH

In Charleston, West Virginia and urge all citizens to celebrate our local businesses by shopping local this holiday season and throughout the year.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7th day of November 2022.

Amy Shuler Goodwin, Mayor

EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: Approximately 1 in 5 children and 2 in 5 adults in the U.S. have obesity, with 1 in 2 adults living with a chronic disease and about half of this group having two or more chronic diseases; and

WHEREAS: Only half of adults and one quarter of youth get the recommended amounts of aerobic physical activity they need to help reduce and prevent chronic diseases—60 minutes or more of moderate to vigorous intensity physical activity each day for children ages 6 – 17 and at least 150 minutes a week of moderate intensity activity such as brisk walking for adults ages 18 and older; and

WHEREAS: Physically active people generally live longer and are at less risk for serious health problems like heart disease, type 2 diabetes, obesity, and some cancers; and for people with chronic diseases, physical activity can help manage these conditions and complications; and

WHEREAS: The Centers for Disease Control and Prevention (CDC) is leading Active People, Healthy Nation, an initiative to help 27M Americans become more physically active by 2027; and

WHEREAS: The City of Charleston is committed to supporting a thriving, vibrant, and healthier community for residents of all ages and abilities, and recognizes the importance of providing access to safe and convenient places to be physically active; and

WHEREAS: Through the creation of new facilities – the skatepark and Beatrice Street Park, and updates to existing facilities – courts at the King Center, FitLot at the East End Community Park, upgrades at Cato Park, and the turfing of 10 sports fields, Charleston continues to prioritize the creation of and enhance access to places for physical activity.

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston do hereby proclaim November 2022, as

Healthy People, Healthy Nation Month

In Charleston, West Virginia and encourage citizens to learn more about and visit the city's public parks, trails, fitness and recreational facilities and other places that provide opportunities to become more physically active.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7h day of November 2022.

Amy Shuler Goodwin

Amy Shuler Goodwin, Mayor

EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION

WHEREAS: The armistice ending World War I went into effect on November 11, 1918; and

WHEREAS: President Wilson proclaimed November 11, 1919 as the first commemoration of Armistice Day; and

WHEREAS: Congress passed a resolution on June 4, 1926 officially recognizing the end of World War I and calling for the observance of November 11 with appropriate ceremonies; and

WHEREAS: In May 13, 1938 an Act was approved making November 11 a legal holiday known as Armistice Day; and

WHEREAS: In 1954, at the urging of Veterans Service Organizations, the 83rd Congress amended the Act of 1938 by striking out the word "Armistice" and inserting "Veterans" so appropriate homage could be paid to the veterans of all wars; and

WHEREAS: President Dwight Eisenhower issued the first Veterans Day Proclamation; and

WHERAS: On Veterans Day we honor the many generations of military men and women who have served our country with honor and distinction – both in times of peace and conflict; and

WHEREAS: We thank our Veterans for their courageous and loyal service to our State and Nation and their continued commitment to serving others in their communities through Veterans Service Organizations and other organizations which support our veterans and their families; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston do hereby proclaim November 11, 2022, as

VETERANS DAY

In Charleston, West Virginia and urge all citizens to honor our veterans and their contributions to our communities, our State and our Nation.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 7th day of November 2022.

Amy Shuler Goodwin, Mayor

Bill No. 7974, Committee Substitute

Introduced in Council

October 5, 2022

Introduced By

Joseph Jenkins

Passed by Council

Referred To:
Municipal Planning Committee
Planning, Streets, and Traffic

Bill No. 7974 Committee Substitute - A Bill to name a public alley, located between the opening that begins at Mountain Rd between 1339 and 1337 Mountain Rd and terminates between 1339 and 1321 Mountain Rd., as Ivory Lane henceforth.

WHEREAS, the E911 Addressing Regulations require access roads to have unique street names for emergency services purposes and postal delivery purposes; and

WHEREAS, the Article IV of Chapter 102 requires the Municipal Planning Commission to recommend to the City Council a name for any proposed new street or public way.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA THAT:

1. The Traffic Control Map is hereby amended by naming a certain public alley between the opening that begins at Mountain Rd between 1339 and 1337 Mountain Rd and the terminus between 1339 and 1321 Mountain Rd as Ivory Lane henceforth. The drive is shown on Exhibit 1.

~~2. The Zoning Map, attached to and made a part of said Zoning Ordinance, is hereby amended in accordance with Article 29 of this ordinance.~~

~~3.~~2. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance, are hereby repealed to the extent of said inconsistency.


607
605
604
Gilmer Rd
1342
1342
1342
1402
1418
1414
1336
Mountain Road
Ivory Lane
1337
1335
1339
1328
1323
1326
1321
1324
1507
1507
1507
1507
1507
1507
1507
1317

Exhibit 1

Bill No. 7975

Introduced in Council | Passed by Council

October 3, 2022

Introduced By

Chad Robinson

Referred To:
Municipal Planning Committee
Planning, Streets, and Traffic

Bill No. 7975 - A Bill 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 a C-4 district to a C-10 district, that certain lot or parcel of land located at 3406 Chesterfield Ave in the City of Charleston, Kanawha County, State of West Virginia, by petitioner Scott Martin.

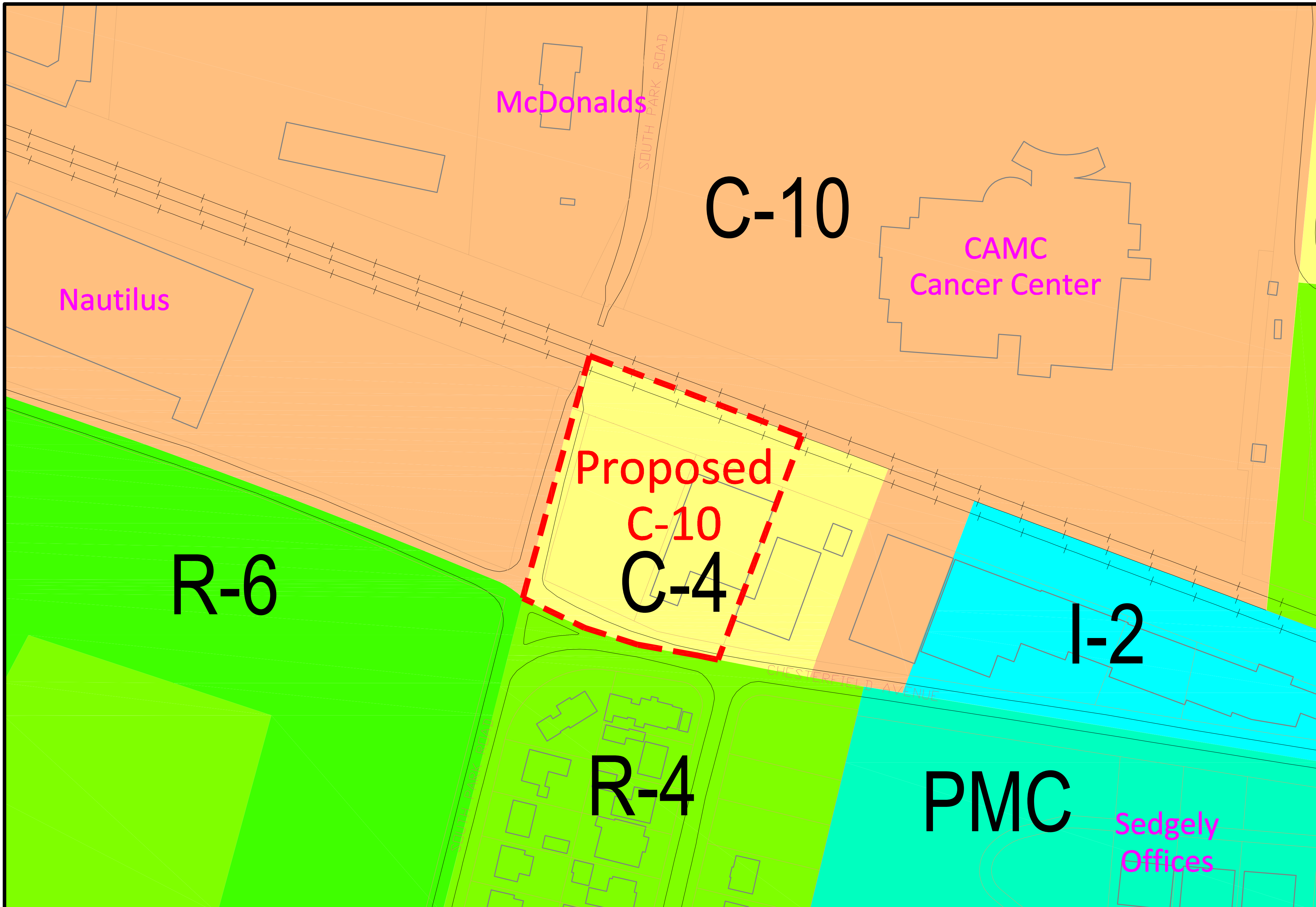
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHARLESTON, WEST VIRGINIA THAT:

1. The Zoning Ordinance of the City of Charleston, West Virginia, enacted the 21st day of November, 2005, as amended, is hereby amended by rezoning from a R-4 district to a R-O district the whole of the following described lot or parcel of land:

Parcel No. 1 as shown upon Kanawha City Tax Map 23. Subject Parcel commonly known as 3406 Chesterfield Ave, West Virginia. Said tax map is 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 29 of this ordinance.

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



REZONING FROM C-4 TO C-10

STAFF
EXHIBIT

Bill No. 7976

Introduced in Council	Passed by Council:
October 17, 2022	________________
Introduced by:	Referred to:
Larry Moore	**Planning, Streets and Traffic**

Bill No. 7976 - A Bill to amend and reenact ordinance 7968 to remove the handicap parking zone on the southerly side of 6th Street from a point 52 feet west of Russell Street to a point 118 feet west of Russell Street, maintain the established handicapped parking zones on the southerly side of 6th Street from Russell Street to a point 52 feet west of Russell Street, establish a handicapped parking zone on the westerly side of Russell Street from a point 88 feet south of 6th Street to a point 110 feet south of 6th Street, establish a handicapped parking zone on the southerly side of 6th Street from a point 233 feet west of Russell Street to a point 289 feet west of Russell 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.

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

Section 1. Ordinance 7968 is hereby amended and reenacted to remove the handicap parking zone on the southerly side of 6th Street from a point 52 feet west of Russell Street to a point 118 feet west of Russell Street, while maintaining the established handicapped parking zones on the southerly side of 6th Street from Russell Street to a point 52 feet west of Russell Street.

Section 2. There is hereby established a handicapped parking zone on the westerly side of Russell Street from a point 88 feet south of 6th Street to a point 110 feet south of 6th Street.

Section 3. There is hereby established a handicapped parking zone on the southerly side of 6th Street from a point 233 feet west of Russell Street to a point 289 feet west of Russell Street

Section 4. 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, shall be and hereby are amended, to conform to this Ordinance.

Section 5. All prior Ordinances, inconsistent with this Ordinance are hereby repealed to the extent of said inconsistency.

Resolution No. 731-22

Introduced in Council: Adopted by Council:

November 7, 2022 ____________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 731-22 - Authorizing the Mayor or City Manager to enter into a contract with Waterline Systems Inc. in the amount of $549,260.00 for the purchase of a boat for the Charleston Fire Department, where the purchase price was determined through a competitive bidding process and will be paid for, in part, with federal grant funds.

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

That the Mayor or City Manager is authorized to enter into a contract with Waterline Systems Inc. in the amount of $549,260.00 for the purchase of a boat for the Charleston Fire Department, where the purchase price was determined through a competitive bidding process and will be paid for, in part, with federal grant funds. Resolution No. 598-22, adopted February 7, 2022, is rescinded.

Charleston Fire Department Boat
Procurement No. 2022-21

		US Watercraft	Silver Ships Inc
Item	**Quantity**	**Price**	**Price**
Lake Assault Fire Boat (or equal)	1.00	$549,260.00	$631,080.00
1 Items	**Totals**		

Resolution No. 598-22

Introduced in Council: Adopted by Council:

February 7, 2022

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 598-22 – Authorizing the Mayor or City Manager to purchase a Fire Boat from Lake Assault Boats, LLC in the amount of $423,448.15, where the vendor maintains a competitively sourced federal contract with the General Services Administration.

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

That the Mayor or City Manager is authorized to purchase a Fire Boat from Lake Assault Boats, LLC for $423,448.15, where the vendor maintains a competitively sourced federal contract with the General Services Administration. The boat is replacing a 2005 model boat and will be used by the Charleston Fire Department for patrol and response to emergencies on the rivers. The boat will be paid for through a Federal Emergency Management Agency Port Security Grant with a 25% match paid by the City.

Resolution No. 732-22

Introduced in Council: November 7, 2022

Adopted by Council: ______________

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 732-22 - Authorizing the General Manager of the Charleston Coliseum & Convention Center to enter into a contract with Hooten Equipment Company LLC in the amount of $86,447.06 for the purchase of 14 coolers to be used for easy access concessions distribution, where the purchase price was determined through a competitive bidding process.

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

That the General Manager of the Charleston Coliseum & Convention Center is authorized to enter into a contract with Hooten Equipment Company LLC in the amount of $86,447.06 for the purchase of 14 coolers to be used for easy access concessions distribution, where the purchase price was determined through a competitive bidding process.

		Hooten Equipment Company LLC	
Item	Quantity	Price	Extension
Grab-N-Go Coolers	14	$6,174.79	
1 Items	Totals		$86,447.06

Resolution No. 733-22

Introduced in Council: November 7, 2022

Adopted by Council: ____________

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 733-22 - Authorizing the Mayor or City Manager to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by City Purchasing Director on November 15, 2022. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report the same to the Finance Committee and Council at the next scheduled meeting.

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

That the Mayor or City Manager is authorized to enter into one or more agreements for the purchase of E-10 Gasoline and Diesel Fuel through bids to be received by City Purchasing Director on November 15, 2022. The bid prices for E-10 Gasoline and Diesel Fuel shall remain in effect for a 24-hour period following the bid opening; therefore, the Mayor or City Manager is authorized to exercise discretion in accepting or rejecting such bid proposals as he or she determine to be in the best interest of the City and to report the same to the Finance Committee and Council at the next scheduled meeting.

Resolution No. 734-22

Introduced in Council: November 7, 2022

Adopted by Council:

Introduced by: Joseph Jenkins

Referred to: Finance

Resolution No. 734-22 - Authorizing settlement of pending disputed claims against the City in the matter known as *Deanna M. Petty v. City of Charleston*, Civil Action No. 21-C-180 in the Circuit Court of Kanawha County, West Virginia, as recommended by the City Solicitor.

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

That the City Council hereby authorizes and approves the settlement of pending disputed claims against the City by Deanna M. Petty, as contained in Civil Action No. 21-C-180 in the Circuit Court of Kanawha County, West Virginia, in the amount of $105,000, as recommended by the City Solicitor. The City Council authorizes the City Solicitor and City Manager to take all necessary steps to finalize resolution of the claims.

Resolution No. 735-22

Introduced in Council: Adopted by Council:

November 7, 2022 ____________________

Introduced by: Referred to:

Joseph Jenkins Finance

Resolution No. 735-22 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to East End Resource Center Inc. in the total amount of $150,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted.

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

That the Mayor or City Manager is authorized to grant American Rescue Plan Act (“ARPA”) funds to East End Resource Center Inc. in the total amount of $150,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes for which such funds were granted. The grant is approved in full or in part based upon information submitted to the City in the grant recipient’s City of Charleston ARPA grant application, attached hereto as Exhibit A. The City Manager is directed to withhold grant funding to the grant recipient should the City Manager determine that the grant recipient has failed to adhere to the obligations established in the agreement or fails to adhere to applicable local, state, or federal law.

American Rescue Plan Act (ARPA) Funding Application

Print

Submitted by:

Status: Open

Assigned To: Jonathan Storage

Priority: Normal

Due Date: Open

Attachments

- EERC Supporting documentation.pdf - 2021-12-15 07:11:45 pm

American Rescue Plan Act (ARPA)
Funding Application
Non-Profit, Community Groups, Neighborhood Associations, and Businesses
APPLICATION DEADLINE: December 15th 2021

Application must be completed in full to be considered. Applications may be submitted online using this fillable form. But forms and attachments may also be submitted by email to ARPA@cityofcharleston.org or by U.S. Mail to City Manager's Office, 501 Virginia Street East Charleston, WV 25301.

All requests for funding **must be directly related to COVID-19 mitigation or recovery efforts** and must fall within the parameters of at least one of the goals set by the treasury department along with other requirements listed within this application.

GENERAL INFORMATION

* **Name of Project/Program:**

Empowering the East End

* **Organization Name:**

East End Resource Center (EERC)

* **Address:**

502 Ruffner Avenue, Charleston, WV 25311

* **Primary Contact Person:**

Elizabeth Kerns (Beth)

Title:

Coordinator

*** Phone:**

304-549-5813

*** Email:**

eerc2020@yahoo.com

Federal Tax ID:

85-0848576

If applicable: DUNS Number:

NA

To obtain a DUNS number please visit https://fedgov.dnb.com/webform After obtaining, please register your organization with the System for Award Management at https://sam.gov/SAM/

List the organization's owner(s), Board of Directors, senior staff members, and other key members:

2021 BOARD OF DIRECTORS President Genene Gourley Secretary Caitlin Lastoria Treasurer Bob Robinson Brandi O'Dell Lora Wilkerson Cookie Miller Portia Smith Jackie Zakaib Nancy White Ruth Burdette 2021 ADVISORY BOARD Carol Mollahan Susan Mollahan Sandra Barkey Coordinator Beth Kerns

Describe any partner organizations, their roles, and your relationship with them:

The City of Charleston Parks and Recreation Provides space and utilities at no cost to our organization in the Roosevelt Neighborhood Center so that monies raised go directly to those we serve. Scheduling and coordination for use of the building is shared between tenants of the Roosevelt Neighborhood Center. Provides use of Computer Lab, Exercise Equipment rooms, gymnasium, Basketball and Pickle Ball courts. Step By Step Step By Step provides programs for middle/high school students. Meals will be provided, along with homework tutoring, music instruction, art/dance rooms, computer lab, and access to the gymnasium. Many of the youth in their programs will be eligible for our programs. West Virginia State University Prevent Type 2 Diabetes with the PreventT2 Program. One out of three American adults has prediabetes, and most of them do not know it. Having prediabetes means your blood glucose (sugar) level is higher than normal but not high enough to be diagnosed as diabetes. This raises your risk of type 2 diabetes, heart disease and stroke. Without weight loss or moderate physical activity, many people with prediabetes can develop type 2 diabetes within five years. Type 2 diabetes is a serious condition that can lead to health issues such as heart attack; stroke; blindness; kidney failure; or loss of toes, feet or legs. If you have prediabetes or other risk factors for type 2 diabetes, it's time to take charge of your health. The PreventT2 lifestyle change program can help you make lasting changes to prevent type 2 diabetes. This program meets once a week for 6 months, then twice a month for 6 months. Families and Seniors in our programs are encouraged to participate in the Prevent T2 Program.

BUDGETARY OVERVIEW - Must match Budget Worksheet

* Funds Requested	* Total Program/Project Cost	Annual Organization Budget
$250,000.00 ($50,000 per year for 5 years)	$322,500 ($64,500 per year for 5 years)	$100,000.00

Request Summary

1. Provide a narrative overview/summary of the request.

   Topics that may be included but not limited to:

   a. Purpose and anticipated outcomes
   b. Individuals, entities, or communities served
   c. How the pandemic has necessitated this request
   d. Amount of any estimates and bids received to date
   e. Timeline for project completion

COVID-19 has had devastating and long reaching effects on communities across the globe. The hardest hit are communities of low to medium income and those of color. Our youth were not able to attend school. Online classes were offered, but many did not have reliable internet service or computers. Others needed more specialized instruction. And others struggled to learn without being in a normal classroom situation. Domestic and sexual violence, drug and alcohol abuse, neglect and abuse rose without a teacher to notice changes in behavior that could signal intervention. It is time to bring families together in positive ways, strengthen their bonds and provide educational opportunities. Seniors in the East End were adversely impacted by being cut off from others socially. Being on a low, fixed income affected their nutrition as they were not able to attend area feeding programs. We maintained telephonic contact with them at least monthly. Many of our residents have suffered financially, mentality, and socially. Many have had their health impacted from the pandemic. And many did not survive leaving their friends and family to grieve alone, without being there at their bedside, funeral or memorial service. Living through a global pandemic has increased levels of anxiety, eating disorders, drug/alcohol abuse, self-mutilation, depression, and suicide for all ages. The numbers of these mental health issues have drastically risen for those ages 10-28. To help our community recover from the devastating effects of COVID-19 we want to Empower the East End in three ways. FAMILY FUN NIGHTS Family Fun Nights is a monthly program that provides a means for low to medium income families to come together for a night out of fun, food and meaningful experiences. Each month has a different theme, menu and a purpose to help families interact with each other, build memories and exposure to new and different activities. Many children are being raised by grandparents who are on a fixed income. Our plan will serve 20 low to medium income families. Each child must be accompanied by a parent or guardian. WEEKEND SNACK PACK Many Seniors support system has changed due to friends and family perishing to COVID-19. Many are on a fixed income. Rising food costs have made it increasingly difficult for them to afford food. Many rely on Meals On Wheels for a daily meal during the week. The Weekend Snack Pack will provide 25 seniors a snack pack to supplement their food with a variety of items. In order to qualify a senior, over the age of 60, must have an income under the Federal Poverty Line of approximately $15,301 for a 1 person over 60 living alone. PTSD THERAPY COVID-19 has quickly become a global health emergency resulting in not only physical health concerns but also psychological concerns as people are exposed to unexpected deaths or threats of death. For example, healthcare workers who have close contact with COVID patients are not only exposed to the virus on a regular basis, but they may also be witnessing increased illnesses, deaths, and supply shortages. In addition, patients admitted to the hospital with COVID-19 experience social isolation, physical discomfort, and fear for survival. These exposures increase the risk of developing PTSD. In addition, the risk may further be enhanced during the subsequent weeks when these individuals may lack immediate social support due to the need to self-quarantine. Many suffering from COVID-19 PTSD need counseling. But their Health Insurance doesn't cover therapy and they can't afford it. We want to offer COVID-19 PTSD Group Therapy at no charge to the community on a weekly basis. We would also offer Individual Therapy at no charge for four individuals that have the most severe need. The most significant benefit of a group setting is the ability of an individual to hear and share in the stories and experiences of others. Though individual therapy can feel like a safer space than a group therapy room, for many people, it is easier to self-reflect with others acting as a mirror. For some Individual Therapy is needed so they can receive one-on-one attention from the therapist which allows the therapist to be very thorough in understanding the specific problems of the client and in developing an individualized approach to helping the client. The level of analysis and treatment can be much more intense and comprehensive in individual therapy compared to group therapy. We anticipate the effects of COVID-19 to be long reaching and estimate that our services will be needed for at least a period of five (5) years until 2027. We want to offer these programs from 2022 through 2027.

Attach any additional information such as bids, concepts, designs, letters of support, etc. If submitting electronically the documents must be in PDF, Excel, or Word format and total file size must not exceed 10 megabytes.

Program/Project Details

* **1. The funding will be used to:**

- (●) **Start a new program/project**
- ( ) **Maintain an existing program/project**
- ( ) **Expand an existing program/project**

* **2. If funded, will the program/project be completed within FY 2022?**

( ) **Yes** (●) **No**

If no, when is expected completion year?

2027

3. Which eligible ARPA Expenditure Category does this program/project represent (See https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf for further details)? Please check all that apply:

*

- [x] **Public Health**
- [x] **Negative Economic Impacts**
- [x] **Services to Disproportionately Impacted Communities**
- [ ] **Premium Pay**
- [ ] **Infrastructure**
- [ ] **Other**

4. Briefly describe the program/project funds are being requested for:

FAMILY FUN NIGHTS Family Fun Nights is a monthly program that provides a means for low to medium income families to come together for a night out of fun, food and meaningful experiences. Each month has a different theme, menu and a purpose to help families interact with each other, build memories and exposure to new and different activities. Many children are being raised by grandparents who are on a fixed income. Our plan will serve 20 low to medium income families. Each child must be accompanied by a parent or guardian. WEEKEND

SNACK PACK Many Seniors support system has changed due to friends and family perishing to COVID-19. Many are on a fixed income. Rising food costs have made it increasingly difficult for them to afford food. Many rely on Meals On Wheels for a daily meal during the week. The Weekend Snack Pack will provide 25 seniors a snack pack to supplement their food with a variety of items. In order to qualify a senior, over the age of 60, must have an income under the Federal Poverty Line of approximately $15,301 for a 1 person over 60 living alone. PTSD THERAPY COVID-19 has quickly become a global health emergency resulting in not only physical health concerns but also psychological concerns as people are exposed to unexpected deaths or threats of death. For example, healthcare workers who have close contact with COVID patients are not only exposed to the virus on a regular basis, but they may also be witnessing increased illnesses, deaths, and supply shortages. In addition, patients admitted to the hospital with COVID-19 experience social isolation, physical discomfort, and fear for survival. These exposures increase the risk of developing PTSD. In addition, the risk may further be enhanced during the subsequent weeks when these individuals may lack immediate social support due to the need to self-quarantine. Many suffering from COVID-19 PTSD need counseling. But their Health Insurance doesn't cover therapy and they can't afford it. We want to offer COVID-19 PTSD Group Therapy at no charge to the community on a weekly basis. We would also offer Individual Therapy at no charge for four individuals that have the most severe need. The most significant benefit of a group setting is the ability of an individual to hear and share in the stories and experiences of others. Though individual therapy can feel like a safer space than a group therapy room, for many people, it is easier to self-reflect with others acting as a mirror. For some Individual Therapy is needed so they can receive one-on-one attention from the therapist which allows the therapist to be very thorough in understanding the specific problems of the client and in developing an individualized approach to helping the client. The level of analysis and treatment can be much more intense and comprehensive in individual therapy compared to group therapy.

5. Describe the need for this program/project:

COVID-19 has had devastating and long reaching effects on communities across the globe. The hardest hit are communities of low to medium income and those of color. Our youth were not able to attend school. Online classes were offered, but many did not have reliable internet service or computers. Others needed more specialized instruction. And others struggled to learn without being in a normal classroom situation. Domestic and sexual violence, drug and alcohol abuse, neglect and abuse rose without a teacher to notice changes in behavior that could signal intervention. It is time to bring families together in positive ways, strengthen their bonds and provide educational opportunities. Seniors in the East End were adversely impacted by being cut off from others socially. Being on a low, fixed income affected their nutrition as they were not able to attend area feeding programs. We maintained telephonic contact with them at least monthly. Many of our residents have suffered financially, mentality, and socially. Many have had their health impacted from the pandemic. And many did not survive leaving their friends and family to grieve alone, without being there at their bedside, funeral or memorial service. Living through a global pandemic has increased levels of anxiety, eating disorders, drug/alcohol abuse, self-mutilation, depression, and suicide for all ages. The numbers of these mental health issues have drastically risen for those ages 10-28.

6. List other Charleston organizations in Charleston that address this need:

To our knowledge there is no other Charleston organization providing these services in the East End of Charleston.

7. Describe the level of collaboration with other organizations on this program/project:

The City of Charleston Parks and Recreation provides space for us to conduct programs at no charge.

8. How will duplication of services be prevented?

To our knowledge there is no other Charleston organization providing these services in the East End of Charleston.

Program Requirements and Objectives

1. Identify the target recipients of proposed services. Specify the number of City residents the program will serve during the fiscal year and explain the basis upon which this number is calculated.

We estimate the number of City residents that will be served is about 100 Family Fun Nights: 20 families x 3 members per average family 60 Weekend Snack Pack for those 60 and over: 25 PTSD Therapy: 10 group, 4 individual Cost per person to participate in our programs for a year is $500.

2. List any eligibility requirements the program has with respect to age, gender, income, or residence.

Family Fun Night: There is no eligibility requirement with respect to age, gender, income, or residence. Limited to 20 families (first come, first served). PTSD Therapy: There is no eligibility requirement with respect to age, gender, income, or residence. Group Therapy is limited to 10 (first come, first served) Private Therapy is limited to 4 (first come, first served). Weekend Snack Pack: No eligibility to gender. To quality a senior, over the age of 60, must have an income under the Federal Poverty Line of approximately $15,301 for a 1 person over 60 living alone. Limited to 25 participants (first come, first served).

3. If this is a continuing activity, describe a measurable outcome of the previous year's work regardless of funding source.

These are new programs.

4. If this is a new program describe two anticipated measurable outcomes for the proposed program.

Strengthen families. Help ensure nutritional stability for low-income seniors. Improvement of the mental health of our participants.

Budget

* **1. Has the organization received funding from the City of Charleston in the past for a similar program/project?**

○ Yes ◉ No

* **2. Has the organization requested funding from other Federal, State, or Local government entities for any program/project support related to COVID-19?**

○ Yes ◉ No

3. If yes, explain from which entities and the amounts requested for each program/project.

NA

4. List any other Federal, State, Local, or private funding or grant awards received in the last three years and the amount and status of each award.

2020 NIP $10,000: received and spent 2021 NIP $10,000: received and in the process of being spent

5. Briefly summarize project revenues and expenses related to this request. This should coincide with the budget worksheet.

There will be no revenues from these projects. Expenses are listed on the EERC City Grant Cost Breakdown and the EERC Family Fun Night

6. If this request is not fully funded, what adjustments to the program/project is the organization prepared to make?

If not fully funded the proposed programs will be modified in the numbers served and/or the frequency of their occurrence unless funding can be sourced elsewhere.

7. Describe the plan for sustainability of the program/project or initiative after the requested award has been exhausted.

As we come to the end of the grant we will evaluate and assess if the programs need to be continued and/or modified to meet the needs of the community. If so, we will seek additional grants for funding.

8. Briefly describe the organization's fiscal oversight / internal controls to minimize opportunities for fraud, waste, and mismanagement.

A form (EERC Fund Tracker) will be used for each purchase made for each program. An annual audit will be conducted by an outside source.

9. How does your agency plan to separate ARPA funds from other agency funds for purposes of identification, tracking, reporting and auditing?

The ARPA funds will be deposited into our bank account. A form (EERC Fund Tracker) will be used for each expenditure. A separate ledger will be used for each program to track funds and to assure we are spending correctly.

REQUESTED BUDGET WORKSHEET

Revenue Source Projections

List all Estimated Funding for this Program/Project

* **Proposed City ARPA Funding**

$250,000 ($50,000 per year for 5 years)

Internal/Self-Funding

0

Donations/Other Fundraising

$36,250 ($7,250 per year for 5 years)

Government Grants/Other

$36,250 ($7,250 per year for 5 years)

*** TOTAL REVENUE**

$322,500 ($64,500 per year for 5 years)

Expenses Projections

List all Estimated Expenses for this Program/Project

Salaries/Wages

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$62,500 ($12,500 per year for 5 years)	$62,500 ($12,500 per year for 5 years)	$125,000 ($25,000 per year for 5 years)

Benefits & Matchings

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Contracted Services

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
$88,400 ($21,840 per year for 5 years)	0	$88,400 ($21,840 per year for 5 years)

Program Materials

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Marketing

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	$10,000 ($2000 per year for 5 years)	$10,000 ($2000 per year for 5 years)

Supplies

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses

$78,300 ($15,660 per year for 5 years)	0	$78,300 ($15,660 per year for 5 years)

Other

Amount Requested from City	Amount from Other Sources	Total Estimated Expenses
0	0	0

Total Expenses

* Amount Requested from City	* Amount from Other Sources	* Total Estimated Expenses
$250,000 ($50,000 per year for 5 years)	$72,500 ($14,500 per year for 5 years)	$322,500 ($64,500 per year for 5 years)

NOTE: Revenues and Expenses must balance, and the use of requested funds must be directly related to COVID-19 recovery efforts.

Organizational Details

1. Describe the history of the organization and its current programs and activities.

The East End Resource Center provides unique services to the residents of Charleston, many of which live in the East End. COMMUNITY GARDENS. We currently maintain 44 raised bed community vegetable gardens in the east end of Charleston. These gardens offer fresh produce to area residents and restaurants. They also provided outdoor activity, exercise, and some social distanced interaction for those working on the beds during COVID-19. We have published on our Facebook Page (www.facebook.com/EERC2020) a series of short videos and downloadable instructions to help others build, set up and create their own raised bed garden. This program is run by volunteers. SENIOR PROGRAMS. We offer, to those 60 and over, a free lunch prepared by Trinity's Table every Wednesday. Many come early to help set up. The dining tables are adorned with tablecloths and seasonal décor. At 10:30 am we offer classes such as ceramics, sewing, and Bible study. On the last Wednesday of each month we have BINGO with prizes donated from the community. At 11:45 am everyone comes to lunch. We average 24 attendees each week. This program is run by volunteers.

2. Provide the organization's mission statement/purpose.

Our Mission is to Seek, Serve, Support, and Sustain programs that benefit the community and identified by members of the community interested in the well-being of individuals who live in the East End of Charleston.

3. List any third-party references that can verify the organizations qualification or prior grant experience.

The City of Charleston Parks & Recreation Covenant House Old Colony Realtors Baptist Temple

COVID-19 Impact

1. Explain the impact of the COVID-19 pandemic and how it relates to your request. For example, reduction in services, closures, increased costs, community impact, etc.

The East End Resource Center was organized during the beginning of the 2020 Covid-19 Pandemic. Services we had expected to initiate had to be delayed as the Roosevelt Neighborhood Center, where we are located, was shut down for over a year. While we were closed due to COVID-19 we conducted needs assessment surveys to determine the needs of the community. Based on the results we offer a variety of services, programs and opportunities in the following categories: 1. Physical and Mental Wellness 2. Life Skills Education 3. Life Enrichment Programs During the past year the residents of Charleston have endured the many effects of COVID-19. Students have fallen behind in their studies and socialization skills. Seniors have been isolated and lost many friends and family members. Families have struggled with financial hardships, increased addictions, domestic violence, and mental health instability. Our goal is to be a resource to help our community become stronger, wiser, more resilient, sustainable, and engaged. Our Community Gardens Project flourished during the time we were shut down. Project manager Frank Gourley gathered volunteers who were able to plant, maintain, and offer fresh vegetables to the community. The Community Gardens also allowed area residents to socially distance and have moderate activity during a time when many were isolated.

With funding from CURA and the City of Charleston we were able to rebuild the raised bed gardens on the 1400 block of Washington Street East which had fallen into disrepair.

2. If funds are being requested to replace revenue lost due to COVID-19, provide details, and attach supportive documentation.

NA

3. If awarded, how will ARPA funding aid in the recovery from the COVID-19 pandemic?

The funding of these proposed projects will help those most adversely affected, low to medium income and those of color, by COVID-19. Family Fun Nights will help to strengthen families and help build meaningful memories. Weekend Snack Packs for Seniors will help improve the nutritionally stability of those on a low and fixed incomes. PTSD Therapy will provide a positive outlet of hope for those suffering from lingering mental issues caused by dealing with COVID-19 and possibly save lives. By helping families, seniors and those with PTSD it will in turn help our community.

THE APPLICANT UNDERSTANDS:

*

☑ **1. This application and other materials submitted to the City may constitute public records which may be subject to disclosure under the West Virginia Freedom of Information Act. Documents containing sensitive information may be marked as "confidential."**

*

☑ **2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.**

THE APPLICANT CERTIFIES THAT:

*

☑ **1. I have reviewed the US Treasury guidelines regarding the eligible uses of American Rescue Plan State and Local recovery funds. https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-fund/request-funding**

*

☑ **2. By submitting this request, I represent that I am an authorized officer, or member of the organization for which I am submitting, and the information contained in my submittal is true and correct to the best of my knowledge and belief.**

*

☑ **3. The information submitted to the City of Charleston ("City") in this application, and substantially in connection with this application, is true and correct.**

*

☑ **4. The applicant is in compliance with applicable laws, regulations, ordinances and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory action by a governmental entity or inadequate capital to complete the project.**

*

☑ **5. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases or financing arrangements with its other creditors that could have an adverse material impact on the project.**

*

☑ **6. I understand and agree that I must disclose, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.**

*

☑ **7. I certify that the requested funding is needed to ensure this program/project will occur within the City limits of Charleston West Virginia.**

*

☑ **8. The Board of Directors or governing body of the organization has approved submission of this application. Please attach a copy**

of the authorizing resolution or meeting minutes using the file upload.

*** Signature**

/s/Elizabeth Kerns/s/

Authorized representative of Applicant/Organization

*** Date**

12/15/2021

Format: MM/DD/YYYY

*** PRINTED NAME:**

Elizabeth Kerns

*** TITLE OF APPLICANT:**

Coordinator

*** ORGANIZATION NAME:**

East End Resource Center

Upload a File

Choose File No file chosen

EERC CITY COVID GRANT

EMPLOYEE		ANNUALLY	5 YEAR COST
	CoOrdinator	$ 12,500.00	$ 62,500.00
FAMILY FUN NIGHTS			
		$ 7,500.00	$ 37,500.00
SENIORS			
	Weekend Snack Pack	$ 8,160.00	$ 40,800.00
	25 x 6.27 x 52		
SUPPORT GROUPS			
	COVID PTSD		
	Group $100 x 52	$ 5,200.00	$ 26,000.00
	Indiv 4 x $80 x 52	$ 16,640.00	$ 83,200.00
	per year	$ 50,000.00	$ 250,000.00

EAST END RESOURCE CENTER FAMILY FUN NIGHT

JANUARY

Title	**READ A BOOK**		
Activity	Story time -		
Take Away	Each child gets a book	45 x $5	225
Food	Chili, Cornbread, Cookies	60 x $4	240

FEBRUARY

Title	**RANDOM ACTS OF KINDNESS**		
Activity	Make Valentines for area high rises & nursing homes		200
Take Away	Supplies to make more valentines		
Food	Spaghetti, Cupcakes	60 x $4	240

MARCH

Title	**MUSIC, DANCE, ART**		
Activity	Step by Step Paint Project		
Take Away	Finished piece of art	45 x $5	225
Food	Pinto Beans, cornbread, green jello	60 x $4	240

EAST END RESOURCE CENTER FAMILY FUN NIGHT

APRIL

Title	**EARTH & ARBOR DAY**		
Activity	Learn about Earth & Arbor Day		
Take Away	Tree to plant	45 x $2	90
Food	Baked steak, pie	60 x $8	480

MAY

Title	**HONORING THOSE THAT SERVE**		
Activity	Teachers, Nurse, Police, Military Appreciation		
Take Away	US Flag on stick and booklet (American Legion)	45 x $3	135
Food	Chicken Dinner, cookies	60 x $8	480

JUNE

Title	**FISHING FUN**		
Activity	Fishing at Coonskin Park		
Take Away	Fishing pole	45 x $10	450
Food	Subway sandwiches & chips	60 x $5	300

EAST END RESOURCE CENTER FAMILY FUN NIGHT

JULY

Title	**CARNAVAL**		
Activity	Inflatible activities, ballon art, face painting		1375
Take Away	Prizes from games	45 x $6	270
Food	Hot Dogs, Chips, Cotton Candy, Ice Cream	60 x $5	300

AUGUST

Title	**BEST FOOT FORWARD**		
Activity	Dentist, Eye Exam, Hearing, Haircuts, Manicure	donated	0
Take Away	a new look for going back to school		
Food	Pizza	60 x $4	240

SEPTEMBER

Title	**ALL ABOUT ME**		
Activity	Character Building, Good Manners, Alcohol/Drug Recovery		
Take Away	Journal	45 x $1	45
Food	Pork Chop dinner, pudding	60 x $7	420

EAST END RESOURCE CENTER FAMILY FUN NIGHT

OCTOBER

Title	**EXPLORERS**		
Activity	Bugs/Insects, Dinosaurs, Astronomy (Clay Center)		
Take Away	Bug catching house & net	45 x $3	135
Food	Mexican dinner	60 x $4	240

NOVEMBER

Title	**CHARLESTON HISTORY**		
Activity	Guest Speakers about Charleston		
Take Away	Booklet about Charleston	45 x 0	0
Food	Meatloaf, cake	60 x $8	480

DECEMBER

Title	**HOLIDAYS AROUND THE WORLD**		
Activity	Muslim, Hanukkah, Kwanzaa, Christmas		
Take Away	Ornament Craft	45 x $2	90
Food	Turkey Dinner, pie	60 x $10	600
			7500

EAST END RESOURCE CENTER

502 RUFFNER AVENUE, CHARLESTON, WEST VIRGINIA 25311

EERC PROGRAM FUND TRACKER

PROGRAM:					
PURCHASE	**Wages**	**Contractor**	**Materials**	**Supplies**	**Amount**
				TOTAL	

I hereby certify that I have incurred the following expenses on behalf of the EERC.

Printed Name/Signature:____

Date:_______________________________

Approved By:____

Paid by Check Number:________________ DATE:__________

BK/Oct2021

EAST END RESOURCE CENTER

502 RUFFNER AVENUE, CHARLESTON, WEST VIRGINIA 25311

EAST END RESOURCE CENTER CONTRACTOR CONTRACT

Job Title: EERC Coordinator

This contractor contract is between Elizabeth Kerns and East End Resource Center (EERC).

Scope of Work:
Responsible for planning, organization, and direction of programs and submission of grants to fund the programs. Acts as public relations representative of EERC. Ensures that services and funding relationships meet goals and objectives of the EERC. Reports directly to the Board of Directors.

Compensation:
Position is part time with variable hours as needed. Average of 20 hours per week. Compensation is $24.05 per hour equaling $481.00 per week. Annually $25,000.00. Paid every other Friday. Payroll sheet turned in Thursday before payday. Contractor is responsible for all federal taxes, state taxes and Social Security payments. Contractor will receive a 1099-NEC by January 31st for the previous year.

This document constitutes a contractor agreement between these two parties and governed by the laws of West Virginia. Either may terminate this contract at any time with or without cause.

This contract dated on September 15, 2021 is entered into by The East End Resource Center (EERC) and Elizabeth Kerns.

Elizabeth E Kerns	Sep 15, 2021		Sep 15, 2021
Elizabeth Kerns	date	EERC, President	date

Notice of Subaward

Subrecipient Name: East End Resource Center Inc.	**Name of Federal Awarding Agency:** Department of Treasury
Subrecipient's UEI ID: K23TGQXXF786	**Federal Award Date:** 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	**Name of Pass-Through Entity:** The City of Charleston, WV
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	**Contact Information for Pass-Through Entity:** Andy Wood | Finance Director | (304) 348-8014
Program Name: Coronavirus State and Local Fiscal Recovery Funds	**Subaward Period of Performance:** 11/8/2022 – 12/31/2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: $150,000	**Total Amount of Federal Funds obligated to the Subrecipient:** $150,000
Approved Budget Categories: EC 1.14 – Other Public Health Services	
Is the award for Research and Development (R&D)? (Y/N) No	**Indirect Cost Rate for federal award:** Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward **2.** Subrecipient Agreement **3.** Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:
• All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds. • Any additional requirements imposed by the City on the subrecipient in order for the City to meet its own responsibility to the U.S. Treasury, including identification of any required financial and performance requirements. • A requirement that the subrecipient permit the City and auditors to have access to the subrecipient's records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.331. • Terms and conditions concerning the closeout of the subaward.

T**HIS AGREEMENT** is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia St. E., Charleston, West Virginia 25301, and East End Resource Center Inc., (hereinafter referred to as "Subrecipient") with administrative offices at 502 Ruffner Ave, Charleston, WV 25311 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

WHEREAS, on or about March 21, 2021, the President of the United States signed into law the *American Rescue Plan Act of 2021,* Public Law 117-2, (hereinafter referred to as "ARPA") to provide additional relief to address the continued impact of COVID-19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds); and

The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) at 501 Virginia St. E., Charleston, West Virginia 25301 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).; and

WHEREAS, the U.S. Department of the Treasury is authorized to distribute $45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a population based formula; and

WHEREAS, the City of Charleston, WV was allocated $36,801,358 for distribution; and

WHEREAS, the purpose of this Agreement is to provide for the sub-award of a portion of the financial assistance obtained by the City under the Fiscal Recovery Funds to assist Subrecipient with funding such necessary expenses to respond to the continued impact of the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City and Subrecipient agree as follows:

Section 1: Compliance

A. Subrecipient acknowledges that Fund payments made by the City to the Subrecipient are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards ("Uniform Guidance"). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:

    - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
    - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends $750,000 or more in federal awards during their fiscal year.
    - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
    - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
    - Fund payments are subject to Subpart F regarding audit requirements.

D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

A. This Agreement shall begin upon the date last executed by the Parties (the "Effective Date") and shall remain in effect until March 31, 2027 (the "Expiration Date") unless terminated earlier as defined in Section 6.

B. The Subrecipient shall be eligible to receive funding for eligible and allowable costs (as defined in Section 3) from the period commencing March 3, 2021, through the Expiration Date (the "Covered Period").

Section 3: Funding

A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of $150,000 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.

B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:

    1. To respond to the COVID-l9 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
    2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
    3. For the provision of government services to the extent of the reduction in revenue due to the COVID-l9 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
    4. To make necessary investments in water, sewer, or broadband infrastructure;

   And

    1. Are described in the SOW; and
    2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.

C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:

    1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
    2. Damages covered by insurance;
    3. Usage of funds as a deposit into any pension fund;
    4. Expenses that have been or will be reimbursed under any federal program;
    5. Debt service cost;
    6. Contributions to a "rainy day" fund; and
    7. Legal settlements

D. All reimbursement requests shall be submitted to the City at the following address: City of Charleston City Manager's Office, 501 Virginia Street East, Charleston, WV 25301. To be eligible for reimbursement under this Agreement, the Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that the Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

1. "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024. For a cost to have been "obligated," contracting for goods or services must occur during the Covered Period, but payment of funds need not be made during that time. All goods or services must be delivered on or before September 30, 2026, and final payment shall occur within 90 days of delivery.

F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation (Invoices, Receipts, Bills, Expense Reports, etc.) substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.

G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request"). Additionally, at the time of each Payment Request, Subrecipient shall submit a "Progress Report" utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.

H. Within 15 days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within 30 days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within 15 days of receipt of notice from the City. The City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.

I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

A. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients comply with the provisions of this paragraph.

B. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-sub recipient (as defined in 2 C.F.R. §§ 200.92-93), or any individual or entity that is a beneficiary of such projects and/or activities from other American Rescue Plan Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the City. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the City from another source, the Subrecipient shall reimburse the City for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the City by the Subrecipient.

Section 5: Reporting Requirements

A. <u>Performance Reports.</u> Reports are due to the City no later than five (5) days after the end of each period listed below:
   - June 30, 2022, due July 5, 2022
   - September 30, 2022, due October 5, 2022
   - December 31, 2022, due January 5, 2023
   - March 31, 2023, due April 5, 2023
   - June 30, 2023, due July 5, 2023
   - September 30, 2023, due October 5, 2023
   - December 31, 2023, due January 5, 2024
   - March 31, 2024, due April 5, 2024
   - June 30, 2024, due July 5, 2024
   - September 30, 2024, due October 5, 2024
   - December 31, 2024, due January 5, 2025
   - March 31, 2025, due April 5, 2025

- June 30, 2025, due July 5, 2025
- September 30, 2025, due October 5, 2025
- December 31, 2025, due January 5, 2026
- March 31, 2026, due April 5, 2026
- June 30, 2026, due July 5, 2026
- September 30, 2026, due October 5, 2026
- December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

B. Final Report. Within twenty (20) days following the final cash payment to Subrecipient under this Agreement, Subrecipient shall submit a "Final Project Report," in which the Subrecipient shall describe the status of the Subrecipient's implementation of all projects and/or activities undertaken under this Agreement. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient.

Section 6: Termination

A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.

C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

A. In the event that the Subrecipient expends $750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.

B. If the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than $750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

A. Subcontract. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the City, subject to the any conditions or limitations imposed by applicable state and federal law. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the City shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable.

For all procurements of $10,000 or above, advice should be sought from the City of Charleston Finance Department, who must be notified of the intention to carry out the procurement at the earliest possible opportunity, and in any case prior to advertising or issuing a Request for Proposals.

B. Sub-Awards. The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the City. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§200.330-332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the City upon request.

Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both parties.

Section 9: Closeout

A. The City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within twenty (20) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

   a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
   b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
   c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

On behalf of the Subrecipient, I understand and agree to the foregoing terms and conditions of the award of a portion of the financial assistance obligated by the City under the American Rescue Plan Act, and hereby certify my authority to execute this agreement on Subrecipient's behalf.

______________________	______________________
Name	Title
______________________	______________________
Date	Phone Number

____
Signature

Exhibit A – Scope of Work

With the funding received from the City, East End Resource Center will assist in the holistic recovery of community members that were disproportionately impacted by COVID-19. The Center will host Strengthening Family Ties events semi-annually for three years, where it aims to serve up to 100 community members at these events by connecting them with support resources and community connections in conjunction with social and recreational activities.

East End Resource Center will also offer COVID-19 PTSD Group Therapy services at no charge for the community for six weekly sessions each quarter through 2026. As appropriate, the facilitating therapist will be equipped to refer participants to individual therapy services and connect them to providers that accept Medicare, Medicaid, or bill on a sliding scale.

East End Resource Center will also continue to host its Senior Citizen Life Enrichment program each Wednesday throughout the year. The Center will engage 20-30 seniors each week in activities such as arts and crafts, ceramics, field trips, and movie theater outings.

The Beneficiary projects that it will require a period through 2026 to implement and achieve the goals of the program.

The objectives to be tracked through performance reports include:

- Number of individuals connected with community resources and connections at Strengthening Family Ties events (# of attendees at each semi-annual event)
- Number of community members served through COVID-19 PTSD Group Therapy Services (# of participants within the program each quarter)
- Number of Senior Citizens serve through the Life Enrichment program (Total # of participants each quarter)

Exhibit B – Project Budget

Purpose	Amount
Year 1 Program Staff Salary	$19,000
Year 1 Contracted Services	$12,280
Year 1 Program Materials	$5,820
Year 1 Enrichment Activity Fees	$12,900
Year 2 Program Staff Salary	$19,000
Year 2 Contracted Services	$12,280
Year 2 Program Materials	$5,820
Year 2 Enrichment Activity Fees	$12,900
Year 3 Program Staff Salary	$19,000
Year 3 Contracted Services	$12,280
Year 3 Program Materials	$5,820
Year 3 Enrichment Activity Fees	$12,900
Total Program Cost	$150,000

Risk Assessment Tool	
Grantee Name:	East End Resource Center
Grant Program Name:	
Grant #:	
Grant Amount:	$150,000
Grant Period:	April 8, 2022 - December 31, 2026
Monitor Period:	April 8, 2022 - December 31, 2026
Date of Review:	8-Apr-22
Date of Last Review:	1-Jun-22

#	Question	Points	Assessment -- Yes; No; N/A *(select from drop down)*	Score (1=yes)	Comments
1	Has the applicant managed federally funded grant programming in the last 24 months?	1	No	0	Does receive multiple foundation level grants
2	Was the applicant subject to a financial statement audit in the last 24 months, and had no findings? If any findings, list the number and details.	1	No	0	
3	Was the applicant free of any audit findings received within the past 5 years? If findings were made, how many, and nature of finding(s).	1	N/A	0	
4	Does the applicant have the capacity to manage and implement federal regulations including 2 CFR 200 and other specific federal regulations pertaining to items such as (segregation of duties, cash handling, contracting procedures, and personnel and travel policies). (2 CFR 200.303 - Internal Controls)	1	Yes	1	Financial Operations Manual Reviewed and covers policies
5	Have key staff been instrumental in the funds process or generally remained stable in the past year?	1	Yes	1	
6	Has the applicant's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	1	Yes	1	
7	Does the applicant's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, system must be sufficient to permit the preparation of reports and tracing of funds.)	1	Yes	1	
8	Has SAM.gov been checked to determine that the applicant is not debarred, suspended, or does not show delinquent federal debt in Sam.gov? (2 CFR 200.214)	1	Yes	1	K23TGQXXF786
9	Does the applicant have documented procurement policies in alignment with the procurement regulations of 2 CFR Part 200?	1	Yes	1	
10	Does the applicant maintain central file locations for all grants, loans or other types of financial assistance?	1	Yes	1	
11	Does the applicant have a Conflict-of-Interest Policy in place and is it documented?	1	Yes	1	
12	Does (or did) the applicant require, collect and document any expenditure/financial reports from subrecipients (from other current or past), and if so how frequently?	1	N/A	0	No Subrecipients
13	Has the applicant been consistent/timely with prior program reporting requirements?	1	N/A	0	Does not receive any federal grants requiring reporting
14	Have the applicant's financial reports for any previous programming been adequate, accurate and on time?	1	N/A	0	Does not receive any federal grants requiring reporting

Available Total	14	**Total Risk Score**	**8**

LEGEND

High Risk	*Less than*	*4*
Medium High	*Between*	*4-7*
Medium Low	*Between*	*8-11*
Low Risk	*Greater than*	*11*

CITY OF CHARLESTON
Payroll Variance Analysis
September 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	36,220	33,113	3,108	8.58%	84,514	77,090	7,424	8.78%	313,910	236,820
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**36,220**	**33,113**	**3,108**	**8.58%**	**84,514**	**77,090**	**7,424**	**8.78%**	**313,910**	**236,820**
Mayor - CARE Office	409-02	Regular	31,172	32,002	(830)	-2.66%	72,735	73,958	(1,223)	-1.68%	270,158	196,200
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**31,172**	**32,002**	**(830)**	**-2.66%**	**72,735**	**73,958**	**(1,223)**	**-1.68%**	**270,158**	**196,200**
City Council	410	Regular	19,500	18,750	750	3.85%	45,500	39,750	5,750	12.64%	169,000	129,250
		IPT	-	-	-		-	-	-		-	-
Budget	**26**	OT	-	-	-		-	-	-		-	-
Actual	**26**	**Total**	**19,500**	**18,750**	**750**	**3.85%**	**45,500**	**39,750**	**5,750**	**12.64%**	**169,000**	**129,250**
City Manager - Admin.	412-00	Regular	72,828	61,538	11,290	15.50%	167,122	135,154	31,968	19.13%	631,172	496,018
		IPT	-	-	-		-	-	-		-	-
Budget	**8**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**72,828**	**61,538**	**11,290**	**15.50%**	**167,122**	**135,154**	**31,968**	**19.13%**	**631,172**	**496,018**
City Treasurer	413	Regular	15,374	15,011	363	2.36%	35,872	34,792	1,080	3.01%	133,237	98,445
		IPT	1,038	1,263	(224)	-21.58%	2,423	2,849	(426)	-17.59%	9,000	6,151
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**16,412**	**16,273**	**139**	**0.84%**	**38,295**	**37,641**	**654**	**1.71%**	**142,237**	**104,596**
City Collector	414	Regular	92,285	75,925	16,360	17.73%	215,332	170,927	44,405	20.62%	799,804	628,877
		IPT	-	-	-		-	-	-		-	-
Budget	**16**	OT	-	-	-		-	-	-		-	-
Actual	**13**	**Total**	**92,285**	**75,925**	**16,360**	**17.73%**	**215,332**	**170,927**	**44,405**	**20.62%**	**799,804**	**628,877**
City Clerk	415	Regular	15,844	15,522	322	2.03%	36,969	35,993	976	2.64%	137,315	101,322
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	-	-	-		-	-	-		-	-
Actual	**3**	**Total**	**15,844**	**15,522**	**322**	**2.03%**	**36,969**	**35,993**	**976**	**2.64%**	**137,315**	**101,322**
Municipal Court	416	Regular	35,735	35,521	214	0.60%	83,381	81,754	1,627	1.95%	309,701	227,947
		IPT	2,077	1,960	117	5.64%	4,846	5,851	(1,005)	-20.73%	18,000	12,149
Budget	**8**	OT	2,904	3,043	(139)	-4.79%	6,775	5,814	962	14.20%	25,166	19,352
Actual	**6**	**Total**	**40,715**	**40,523**	**192**	**0.47%**	**95,003**	**93,418**	**1,585**	**1.67%**	**352,867**	**259,449**

CITY OF CHARLESTON
Payroll Variance Analysis
September 2022

Department		Type	Current Month				Year To Date				Annual	
Name	**Code**	**Wages**	**Budget**	**Actual**	**Variance**	**%**	**Budget**	**Actual**	**Variance**	**%**	**Budget**	**Available**
City Attorney	417	Regular	47,726	45,838	1,889	3.96%	111,362	114,294	(2,932)	-2.63%	413,629	299,335
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**5**	**Total**	**47,726**	**45,838**	**1,889**	**3.96%**	**111,362**	**114,294**	**(2,932)**	**-2.63%**	**413,629**	**299,335**
Accounting	418	Regular	35,102	27,040	8,062	22.97%	81,905	62,355	19,550	23.87%	304,217	241,862
		IPT	-	-	-		-	-	-		-	-
Budget	**5**	OT	-	-	-		-	-	-		-	-
Actual	**4**	**Total**	**35,102**	**27,040**	**8,062**	**22.97%**	**81,905**	**62,355**	**19,550**	**23.87%**	**304,217**	**241,862**
Engineering - General	420-00	Regular	60,946	51,495	9,451	15.51%	142,208	119,256	22,952	16.14%	528,202	408,946
		IPT	1,154	-	1,154		2,692	-	2,692		10,000	10,000
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**6**	**Total**	**62,100**	**51,495**	**10,605**	**17.08%**	**144,901**	**119,256**	**25,644**	**17.70%**	**538,202**	**418,946**
Engineering - Stormwater	420-01	Regular	16,888	16,427	461	2.73%	39,406	38,015	1,392	3.53%	146,366	108,351
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**16,888**	**16,427**	**461**	**2.73%**	**39,406**	**38,015**	**1,392**	**3.53%**	**146,366**	**108,351**
MOECD	421	Regular	47,999	43,835	4,164	8.68%	111,998	99,881	12,117	10.82%	415,993	316,112
		IPT	-	1,210	(1,210)		-	63,222	(63,222)		-	63,222
Budget	**7**	OT	-	-	-		-	929	(929)		-	-
Actual	**7**	**Total**	**47,999**	**45,045**	**2,954**	**6.15%**	**111,998**	**164,032**	**(52,034)**	**-46.46%**	**415,993**	**379,334**
Human Resources	422	Regular	48,217	45,510	2,707	5.61%	112,506	107,031	5,476	4.87%	417,881	310,850
		IPT	-	-	-		-	-	-		-	-
Budget	**7**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**48,217**	**45,510**	**2,707**	**5.61%**	**112,506**	**107,031**	**5,476**	**4.87%**	**417,881**	**310,850**
Mail Room	431	Regular	3,229	1,070	2,159	66.86%	7,534	5,284	2,250	29.87%	27,982	22,698
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**0**	**Total**	**3,229**	**1,070**	**2,159**	**66.86%**	**7,534**	**5,284**	**2,250**	**29.87%**	**27,982**	**22,698**
Building Commission	436	Regular	84,128	82,116	2,011	2.39%	196,298	189,951	6,347	3.23%	729,106	539,155
		IPT	-	-	-		-	-	-		-	-
Budget	**13**	OT	-	-	-		-	-	-		-	-
Actual	**13**	**Total**	**84,128**	**82,116**	**2,011**	**2.39%**	**196,298**	**189,951**	**6,347**	**3.23%**	**729,106**	**539,155**

CITY OF CHARLESTON
Payroll Variance Analysis
September 2022

Department Name	Code	Type Wages	Current Month Budget	Current Month Actual	Current Month Variance	Current Month %	Year To Date Budget	Year To Date Actual	Year To Date Variance	Year To Date %	Annual Budget	Annual Available
Planning	437	Regular	57,660	51,657	6,003	10.41%	134,541	116,634	17,907	13.31%	499,722	383,088
		IPT	-	-	-		-	3,634	(3,634)		-	(3,634)
Budget	**8**	OT	-	-	-		-	-	-		-	
Actual	**8**	**Total**	**57,660**	**51,657**	**6,003**	**10.41%**	**134,541**	**120,268**	**14,273**	**10.61%**	**499,722**	**379,454**
Information Systems	439	Regular	72,846	50,825	22,021	30.23%	169,974	110,727	59,247	34.86%	631,331	520,604
		IPT	-	-	-		-	-	-		-	-
Budget	**10**	OT	-	-	-		-	-	-		-	-
Actual	**7**	**Total**	**72,846**	**50,825**	**22,021**	**30.23%**	**169,974**	**110,727**	**59,247**	**34.86%**	**631,331**	**520,604**
General Services	440	Regular	50,904	49,130	1,774	3.48%	116,874	120,765	(3,890)	-3.33%	441,165	320,400
		IPT	5,192	-	5,192	100.00%	12,115	-	12,115	100.00%	45,000	45,000
Budget	**11**	OT	8,089	10,849	(2,760)	-34.12%	18,875	32,276	(13,402)	-71.00%	70,106	37,830
Actual	**11**	**Total**	**64,185**	**59,979**	**4,206**	**6.55%**	**147,864**	**153,041**	**(5,177)**	**-3.50%**	**556,271**	**403,230**
Constituent Services	442-01	Regular	26,572	15,692	10,880	40.94%	57,349	40,661	16,688	29.10%	230,292	189,631
		IPT	2,700	-	2,700	100.00%	6,300	-	6,300	100.00%	23,400	23,400
Budget	**4**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**29,272**	**15,692**	**13,580**	**46.39%**	**63,649**	**40,661**	**22,988**	**36.12%**	**253,692**	**213,031**
Morris Square Property	500	Regular	7,244	8,635	(1,390)	-19.19%	16,903	13,050	3,854	22.80%	62,784	49,734
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	1,163	-	1,163	100.00%	2,714	10	2,703	99.62%	10,080	10,070
Actual	**2**	**Total**	**8,407**	**8,635**	**(227)**	**-2.70%**	**19,617**	**13,060**	**6,557**	**33.43%**	**72,864**	**59,804**
Public Works	566	Regular	22,010	22,195	(185)	-0.84%	51,356	51,669	(313)	-0.61%	190,751	139,082
		IPT	-	-	-		-	-	-		-	-
Budget	**3**	OT	370	731	(360)	-97.23%	864	1,464	(600)	-69.44%	3,210	1,746
Actual	**3**	**Total**	**22,380**	**22,925**	**(545)**	**-2.44%**	**52,220**	**53,133**	**(913)**	**-1.75%**	**193,961**	**140,828**
Public Grounds - Adm.	567-00	Regular	103,550	99,204	4,347	4.20%	241,618	225,164	16,454	6.81%	897,437	672,273
		IPT	-	-	-		-	-	-		-	-
Budget	**26**	OT	3,111	6,095	(2,983)	-95.89%	7,260	14,543	(7,283)	-100.33%	26,964	12,421
Actual	**25**	**Total**	**106,662**	**105,298**	**1,363**	**1.28%**	**248,877**	**239,706**	**9,171**	**3.68%**	**924,401**	**684,695**
Public Grounds - C/T	567-01	Regular	8,082	8,342	(260)	-3.22%	18,857	19,568	(711)	-3.77%	70,040	50,472
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	519	2,991	(2,472)	-476.74%	1,210	6,600	(5,391)	-100.00%	4,494	(2,106)
Actual	**2**	**Total**	**8,600**	**11,332**	**(2,732)**	**-31.77%**	**20,067**	**26,169**	**(6,102)**	**-30.41%**	**74,534**	**48,365**

Prepared: 10/17/2022
Finance Director

Current Month covers 3 pay periods (8/14/2022 - 9/24/2022)
YTD covers 7 pay periods (6/19/2022 -9/24/2022)

CITY OF CHARLESTON
Payroll Variance Analysis
September 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Police - Uniform	700-00	Regular	1,082,941	1,051,921	31,020	2.86%	2,526,862	2,456,596	70,266	2.78%	9,385,488	6,928,892
		OT	253,015	387,726	(134,711)	-53.24%	604,283	908,277	(303,994)	-50.31%	2,283,242	1,374,965
Budget	**173**	Reimb.	(4,615)	(640)	(3,975)	-86.13%	(10,769)	(12,987)	2,218	20.59%	(40,000)	(27,013)
Actual	**164**	**Total**	**1,331,340**	**1,439,006**	**(107,666)**	**-8.09%**	**3,120,375**	**3,351,886**	**(231,510)**	**-7.42%**	**11,628,730**	**8,276,844**
Police - Civilian	700-01	Regular	103,043	89,770	13,273	12.88%	240,434	210,554	29,880	12.43%	893,040	682,486
		IPT	5,769	3,770	1,999	34.65%	13,462	3,770	9,692	71.99%	50,000	46,230
Budget	**23**	OT	11,615	8,350	3,265	28.11%	27,102	18,391	8,712	32.14%	100,666	82,275
Actual	**22**	**Total**	**120,428**	**101,890**	**18,538**	**15.39%**	**280,998**	**232,714**	**48,283**	**17.18%**	**1,043,706**	**810,992**
Fire - Uniform	706-00	Regular	1,071,696	1,109,211	(37,515)	-3.50%	2,548,121	2,622,477	(74,355)	-2.92%	9,596,763	6,974,286
		OT	157,960	145,866	12,094	7.66%	388,119	483,508	(95,388)	-24.58%	1,496,036	1,012,528
Budget	**169**	Reimb.	(1,385)	(755)	(630)	-45.47%	(3,231)	(5,889)	2,658	82.28%	(12,000)	(6,111)
Actual	**164**	**Total**	**1,228,271**	**1,254,322**	**(26,050)**	**-2.12%**	**2,933,010**	**3,100,095**	**(167,085)**	**-5.70%**	**11,080,799**	**7,980,704**
Fire - Civilian	706-01	Regular	11,934	8,377	3,557	29.81%	27,847	21,826	6,021	21.62%	103,431	81,605
		IPT	-	-	-		-	-	-		-	-
Budget	**2**	OT	-	-	-		-	-	-		-	-
Actual	**2**	**Total**	**11,934**	**8,377**	**3,557**	**29.81%**	**27,847**	**21,826**	**6,021**	**21.62%**	**103,431**	**81,605**
Traffic	712	Regular	50,053	51,372	(1,319)	-2.64%	116,791	117,335	(544)	-0.47%	433,794	316,459
		IPT	-	1,553	(1,553)		-	3,846	(3,846)		-	(3,846)
Budget	**10**	OT	1,452	1,126	326	22.45%	3,388	9,693	(6,305)	-186.11%	12,583	2,890
Actual	**10**	**Total**	**51,505**	**54,051**	**(2,546)**	**-4.94%**	**120,178**	**130,874**	**(10,695)**	**-8.90%**	**446,377**	**315,503**
Emergency Services	716	Regular	9,658	-	9,658	100.00%	22,534	-	22,534	100.00%	83,699	83,699
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**0**	**Total**	**9,658**	**-**	**9,658**	**100.00%**	**22,534**	**-**	**22,534**	**100.00%**	**83,699**	**83,699**
Street	750	Regular	281,554	249,465	32,089	11.40%	656,958	581,142	75,817	11.54%	2,440,131	1,858,989
		IPT	-	-	-		-	-	-		-	-
Budget	**72**	OT	22,805	31,539	(8,734)	-38.30%	53,211	93,688	(40,477)	-76.07%	269,640	175,952
Actual	**64**	**Total**	**304,358**	**281,003**	**23,355**	**7.67%**	**710,169**	**674,830**	**35,339**	**4.98%**	**2,709,771**	**2,034,941**
Equipment Maintenance	754	Regular	84,523	81,280	3,243	3.84%	197,220	201,054	(3,834)	-1.94%	732,532	531,478
		IPT	-	-	-		-	-	-		-	-
Budget	**18**	OT	6,741	3,255	3,486	51.72%	15,729	7,685	8,044	51.14%	58,422	50,737
Actual	**16**	**Total**	**91,264**	**84,534**	**6,729**	**7.37%**	**212,949**	**208,739**	**4,210**	**1.98%**	**790,954**	**582,215**

CITY OF CHARLESTON
Payroll Variance Analysis
September 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	242,008	235,858	6,149	2.54%	564,685	556,884	7,801	1.38%	2,097,401	1,540,517
		IPT	-	-	-		-	-	-		-	-
Budget	**66**	OT	29,038	16,248	12,790	44.04%	67,756	58,515	9,241	13.64%	251,664	193,150
Actual	**62**	**Total**	**271,046**	**252,107**	**18,939**	**6.99%**	**632,441**	**615,398**	**17,042**	**2.69%**	**2,349,065**	**1,733,667**
Parks & Recreation	900	Regular	141,470	124,077	17,393	12.29%	330,097	283,214	46,883	14.20%	1,226,075	942,861
		IPT	16,800	30,627	(13,827)	-82.30%	140,000	157,124	(17,124)	-12.23%	280,000	122,876
Budget	**31**	OT	6,637	9,437	(2,799)	-42.18%	15,487	39,266	(23,779)	-153.54%	57,523	18,257
Actual	**26**	**Total**	**164,907**	**164,141**	**767**	**0.47%**	**485,584**	**479,604**	**5,980**	**1.23%**	**1,563,598**	**1,083,994**
Public Arts	906	Regular	6,613	6,613	(0)	0.00%	15,429	15,300	130	0.84%	57,309	42,009
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**6,613**	**6,613**	**(0)**	**0.00%**	**15,429**	**15,300**	**130**	**0.84%**	**57,309**	**42,009**
Spring Hill Cemetery	952	Regular	37,604	35,857	1,747	4.65%	87,743	82,031	5,712	6.51%	325,902	243,871
		IPT	5,850	-	5,850	100.00%	20,475	-	20,475	100.00%	46,800	46,800
Budget	**8**	OT	1,163	454	709	60.93%	2,714	582	2,132	78.57%	10,080	9,498
Actual	**8**	**Total**	**44,617**	**36,312**	**8,305**	**18.61%**	**110,932**	**82,613**	**28,319**	**25.53%**	**382,782**	**300,169**
General Fund		Regular	4,135,157	3,950,192	184,966	4.47%	9,686,835	9,232,130	454,704	4.69%	36,146,760	26,914,630
		IPT	40,581	40,382	198	0.49%	202,313	240,296	(37,983)	-18.77%	482,200	368,348
		OT	506,582	627,708	(121,126)	-23.91%	1,215,486	1,681,239	(465,753)	-38.32%	4,679,876	2,999,566
Budget	**759**	Reimb.	(6,000)	(1,395)	(4,605)	-76.75%	(14,000)	(18,876)	4,876	34.83%	(52,000)	(33,124)
Actual	**709**	**Total**	**4,676,320**	**4,616,887**	**59,433**	**1.27%**	**11,090,634**	**11,134,789**	**(44,155)**	**-0.40%**	**41,256,836**	**30,249,420**

Prepared: 10/17/2022
Finance Director

Current Month covers 3 pay periods (8/14/2022 - 9/24/2022)
YTD covers 7 pay periods (6/19/2022 -9/24/2022)

CITY OF CHARLESTON
Payroll Variance Analysis
September 2022

Department		Type	Current Month				Year To Date				Annual	
Name	**Code**	**Wages**	**Budget**	**Actual**	**Variance**	**%**	**Budget**	**Actual**	**Variance**	**%**	**Budget**	**Available**
Business Improvement Dist.	568	Regular	5,121	4,657	465	9.08%	8,536	6,196	2,339	27.41%	44,385	38,189
		IPT	-	-	-		-	-	-		-	-
Budget	**1**	OT	-	-	-		-	-	-		-	-
Actual	**1**	**Total**	**5,121**	**4,657**	**465**	**9.08%**	**8,536**	**6,196**	**2,339**	**27.41%**	**44,385**	**38,189**
Coliseum & Conv. Center	910	Regular	81,193	77,624	3,569	4.40%	189,450	181,091	8,359	4.41%	703,670	522,579
		IPT	-	-	-	#DIV/0!	-	-	-	#DIV/0!	-	-
Budget	**17**	OT	4,615	1,069	3,546	76.83%	10,769	3,041	7,728	71.76%	40,000	36,959
Actual	**16**	**Total**	**85,808**	**78,693**	**7,115**	**8.29%**	**200,219**	**184,132**	**16,087**	**8.03%**	**743,670**	**559,538**
Parking System	571	Regular	84,891	81,063	3,829	4.51%	198,080	186,002	12,078	6.10%	735,724	549,722
		IPT	5,885	2,734	3,151	53.55%	13,731	6,129	7,602	55.37%	51,000	44,871
Budget	**21**	OT	2,077	3,404	(1,327)	-63.88%	4,846	11,588	(6,742)	-139.11%	18,000	6,412
Actual	**21**	**Total**	**92,853**	**87,200**	**5,653**	**6.09%**	**216,656**	**203,718**	**12,938**	**5.97%**	**804,724**	**601,006**
Total		Regular	4,306,363	4,113,535	192,828	4.48%	10,082,899	9,605,419	477,480	4.74%	37,630,539	28,025,120
		IPT	46,465	43,116	3,350	7.21%	216,044	246,425	(30,380)	-14.06%	533,200	286,775
		OT	513,274	632,181	(118,907)	-23.17%	1,231,101	1,695,868	(464,766)	-37.75%	4,737,876	3,042,008
Budget	**798**	Reimb.	(6,000)	(1,395)	(4,605)	76.75%	(14,000)	(18,876)	4,876	-34.83%	(52,000)	(33,124)
Actual	**747**	**Total**	**4,860,102**	**4,787,436**	**72,666**	**1.50%**	**11,516,045**	**11,528,836**	**(12,791)**	**-0.11%**	**42,849,615**	**31,320,779**

Vacancy Report:

City Manager	1	Police - Uniform	9
Collector	3	Police - Civilian	1
Municipal Court	2	Fire - Uniform	5
Accounting	1	Homeland Security	1
Engineering	1	Parks & Rec	5
Mail Room	1	**Total General Fund**	**50**
Information Systems	3	Coliseum	1
Constituent Services	2	**Grand Total**	**51**
Public Works (all)	15		

Prepared: 10/17/2022
Finance Director

Current Month covers 3 pay periods (8/14/2022 - 9/24/2022)
YTD covers 7 pay periods (6/19/2022 -9/24/2022)

MUNICIPAL COURT
CITY OF CHARLESTON

Post Office Box 2749
Charleston, West Virginia 25330
(304) 348-8079

Anne B. Charnock, Judge **Conrad Lucas, Clerk**

TO: Mayor Amy Shuler Goodwin
FROM: Conrad Lucas, Clerk
DATE: **Thursday, November 3, 2022**
RE: **October 2022** Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1,526
Criminal Violations: 296
Traffic Violations: 1230
Parking: 0
Building Search Warrants: 15

RESTITUTION COLLECTED (paid to victims): $306.00
Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Judge Anne B. Charnock
Miles Cary, City Clerk
Victor Grigoraci, Treasurer
Scott Dempsey, Deputy Chief of Police
Tony Harmon, Building Department
David Potters, Office of the City Attorney
Captain Mike Pridemore, CPD
Nikki Smith, City Clerk's Office

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT Page: 1

Report For October 1, 2022 Thru October 31, 2022 FILEDST

Violations by Filed Date...

CRIMINAL	296	
TRAFFIC	1,230	
Total Filed Violations		1,526

Completed Cases...

Paid Fine...

CRIMINAL	1	
TRAFFIC	225	
Total Paid Fines		226

Before Judge...

CRIMINAL	0	
TRAFFIC	10	
Total Before Judge		10
Total Completed		236

Other Completed...

DISMISS- OFFICER NOT WITH CITY

CRIMINAL	0	
TRAFFIC	3	
Total		3

DISMISSED OFFICER FAIL TO PROS

CRIMINAL	3	
TRAFFIC	1	
Total		4

DISMISSED(PRESENTED INSURANCE)

CRIMINAL	0	
TRAFFIC	74	
Total		74

DISMISSED (BY JUDGE'S ORDER)_

CRIMINAL	0	
TRAFFIC	2	
Total		2

DISMISSED E-PROOF

CRIMINAL	0	
TRAFFIC	6	
Total		6

DISMISSED (PRESENTED DL)

CRIMINAL	0	
TRAFFIC	17	

Total		17
DISMISSED STORE CLOSED		
CRIMINAL	7	
TRAFFIC	0	
Total		7
DISMISSED OFF FAIL TO PROV VIN		
CRIMINAL	0	
TRAFFIC	5	
Total		5
DISMISSED (PROSECUTOR'S ORDER)		
CRIMINAL	4	
TRAFFIC	27	
Total		31
Dismissed at Officers Request		
CRIMINAL	11	
TRAFFIC	59	
Total		70
DISMISSED PRESENTED RECORDS		
CRIMINAL	0	
TRAFFIC	282	
Total		282
DISMISSED AFTER PT DIVERSION		
CRIMINAL	26	
TRAFFIC	9	
Total		35
Dismissed Pursuant to Plea		
CRIMINAL	37	
TRAFFIC	5	
Total		42
DISMISSED VICTIM/WITNESS FTA		
CRIMINAL	1	
TRAFFIC	0	
Total		1
DISMISSED WITHOUT PREJUDICE		
CRIMINAL	35	
TRAFFIC	22	
Total		57
VOIDED DOCKET		
CRIMINAL	3	
TRAFFIC	11	
Total		14
Total Other Completed		650
Grand Total Completed		886

Net Difference Filed/Complete	640

Warrants...

Issued...

CRIMINAL	615	
TRAFFIC	444	
Total Violations		1,059
Total Warrants Issued		1,059

Cleared...

CRIMINAL	651	
TRAFFIC	327	
Total Violations		978
Total Warrants Cleared		978
Change in Total Warrants		81

Other Paid Cases...

Paid Fine...

Total Other Paid Fines	108

LAWFND	LAW ENFORCE. TRAIN STATE	$3,174.00
LAWLOC	LAW ENFORCE. TRAIN (LOCAL)	$1,309.00
CVC	CRIME VICTIM'S FUND	$2,210.00
FINE	FINE	$12,697.00
ADMIN	ADMINISTRATIVE COST	$554.00
JAILF	REGIONAL JAIL CORR.	$10,895.00
REST	RESTITUTION	$306.00
NSF	NSF	$25.00
PCADM	PC ADMIN FEE	$75.00
OP	OVER PAYMENT	$101.00
CCF	COMMUNITY CORRECTIONS FUND	$104.00

Total Fees/Fines Paid $31,450.00

Monthly Report – Definition Key

Violations by Filed Date:
Violations keyed into the Court software during the month
Completed Cases:
Cases where the fine and court costs were paid in full and the case was closed during the month.
Before Judge:
Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.
Other Completed -Dismissed (By Complainant):
The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.
Defendant Deceased:
Cases dismissed because the defendant died.
Dismissed Officer Fail to Pros:
Cases dismissed because the officer failed to appear in Court.
Dismissed (presented insurance):
Cases dismissed because the defendant presented valid proof of insurance for the offense date.
Dismissed (presented DL):
Cases dismissed because the defendant presented a valid driver's license.
Dismissed Mistaken Identity:
Cases dismissed cases on the City Attorney's motion due to mistaken identity.
Dismissed (Prosecutor's Order):
Cases dismissed on the City Attorney's motion or as a result of a plea agreement.
Dismissed Presented Records:
Cases dismissed because the defendant presented records to satisfy a code or Court requirement.
Dismissed After PT Diversion:
Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.
Dismissed Victim/Witness FTA:
Cases dismissed because the witness or victim did not appear in Court for trial.
Dismissed without prejudice:
Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.
Dismissed No Drug Results:
Drug results were not received for trial.
Dismissed – Officer Not With City
Officer/Witness is no long employed by the City.
Warrants
The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.
Cleared:
The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.
Other Paid Cases:
The Court received a partial payment for a case; however, the defendant still has a balance due.
Search Warrant Issued:
A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

This report is not indicative of the case volume in Municipal Court. Rather, this information reflects payment status/coding for cases.