

CHARLESTON CITY COUNCIL

Regular Meeting

January 17, 2023

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 1-17-2023

PROCLAMATIONS

1. 1-17-2023

COMMUNICATIONS

1. 1-17-2023

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 756-23 – Authorizing the Mayor to enter into a Mutual Aid Agreement with the Secretary of the Air Force related requests for assistance between the Charleston Fire Department and the 130th Airlift Wing's Fire and Emergency Services.
2. Resolution No. 757-23 - Authorizing the Mayor or City Manager to execute Change Order

No. 1 with RK Construction, Inc., in an amount not to exceed \$10,000, to remove excess soil mass below Woodbine Ave. discovered during the course of construction of a retaining wall.

3. Resolution No. 758-23 - Authorizing the City of Charleston to communicate willingness to participate in “Non-State-Owned Bridge Program” administered by the West Virginia Department of Transportation through the Federal Highway Administration.

REPORTS OF OFFICERS

1. 1-17-2023

NEW BILLS

1. 1-17-2023

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE FEBRUARY 6, 2023 AT 7:00 PM.

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



TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN 
MAYOR

RE: COUNCILMEMBER APPOINTMENTS TO BOARDS AND
COMMISISONS

DATE: JANUARY 17, 2023

I recommend the following Councilmembers be appointed to the following Boards an Commission

Charleston Coliseum and Convention Center – Hoover and Robinson
Charleston Convention & Visitors Bureau – Ceperley and Pharr
Charleston Land Reuse Agency – Gianola and Pepper
Charleston Urban Renewal Authority – Ceperley and Rubio
Municipal Planning Commission – Hoover
Public Art Commission – Cook
Spring Hill Cemetery Park Commission – Pepper and Taylor
Historic Landmarks Commission – Pharr

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED

JAN 13 2023

OFFICE OF CITY CLERK

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

A handwritten signature in blue ink, appearing to read "ASG", is written over the name "AMY SHULER GOODWIN".

RE: CITY CENTER BUSINESS IMPROVEMENT DISTRICT BOARD

DATE: JANUARY 17, 2023

I recommend the following individual be reappointed to the Charleston City Center Business Improvement District Board:

Christy Elliot Bly – term expiration date 10-4-27

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED

JAN 13 2023

OFFICE OF CITY CLERK

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN *ASG*
MAYOR

RE: HISTORIC LANDMARKS COMMISSION

DATE: JANUARY 17, 2023

I recommend the following individual be reappointed to the Historic Landmarks Commission:

Charles Sullivan – Term expires 9-1-2027

Billy Peyton – Term expires 9-1-2023

Adam Krason – Term expires 9-1-2027

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED

JAN 13 2023

OFFICE OF CITY CLERK

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN *ASG*
MAYOR

RE: GREEN TEAM

DATE: JANUARY 17, 2023

I recommend the following individual be appointed to the Charleston Green Team:

Jennifer Pauley (Ward 5) - fills a vacant seat

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED

JAN 13 2023

OFFICE OF CITY CLERK

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: PUBLIC ARTS COMMISSION

DATE: JANUARY 17, 2023

I recommend Keeley Steele be appointed to the Public Arts Commision. She is filling a vacant seat. Ms. Steele's term will expire February 7, 2025.

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED
JAN 13 2023
OFFICE OF CITY CLERK



**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

A handwritten signature in blue ink, appearing to be "ASG", is written over the name "AMY SHULER GOODWIN".

RE: CHARLESTON-KANAWHA HOUSING AUTHORITY

DATE: JANUARY 17, 2023

I recommend the following individual be reappointed to the Charleston-Kanawha Housing Authority:

Virginia Nesmith – term expiration date 12-1-2024

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED
JAN 13 2023
OFFICE OF CITY CLERK

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



P.O. Box 2749
Charleston, WV 25330
(304) 348-8174 Office

TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: CHARLESTON COLISEUM & CONVENTION CENTER BOARD

DATE: JANUARY 17, 2023

I recommend the following individual be appointed to the Charleston Coliseum & Convention Center Board:

Kim Smith. Ms. Smith's term will expire June 22, 2026.

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED

JAN 13 2023

OFFICE OF CITY CLERK



TO: MILES CARY
CITY CLERK

FROM: AMY SHULER GOODWIN
MAYOR

RE: CHARLESTON URBAN RENEWAL AUTHORITY

DATE: JANUARY 17, 2023

I recommend the following individuals be appointed to the Charleston Urban Renewal Authority:

Hollis Lewis – filling a vacant seat with a term to expire 3-3-27

Chris Bly – filling a vacant seat with a term to expire 3-3-24

I respectfully request City Council's approval of this recommendation.

ASG/mls

RECEIVED
JAN 13 2023
OFFICE OF CITY CLERK

Resolution No. 756-23

Introduced in Council:

Adopted by Council:

January 17, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 756-23 - Authorizing the Mayor to enter into a Mutual Aid Agreement with the Secretary of the Air Force by and through the Commander of the 130th Airlift Wing related requests for assistance between the Charleston Fire Department and the 130th Airlift Wing's Fire and Emergency Services, whereas the terms of the agreement at attached at Exhibit A.

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

That the Mayor is authorized to enter into a Mutual Aid Agreement with the Secretary of the Air Force by and through the Commander of the 130th Airlift Wing related requests for assistance between the Charleston Fire Department and the 130th Airlift Wing's Fire and Emergency Services, whereas the terms of the agreement at attached at Exhibit A.

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS MATERIALS INCIDENT RESPONSE (US)

This Mutual Aid Agreement (the “Agreement”), is made and entered into this ____ day of _____ 20__, between the Secretary of the Air Force acting by and through the Commander of the 130th Airlift Wing (“130 AW”) pursuant to the authority of 42 U.S.C. § 1856a and the City of Charleston, West Virginia Fire Department (“Charleston Fire Department”). Together the Air Force and the Charleston Fire Department are hereinafter referred to as the “Parties”. The Parties agree that:

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Codes Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and the Air Force Instruction (AFI) 32-2001, *Fire and Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the 130 AW Fire and Emergency Services by a representative of the Charleston Fire Department, firefighting equipment and personnel of the 130 AW Fire and Emergency Services will be dispatched to any point within the area for which the Charleston Fire Department normally provides fire protection or hazardous materials incident response as designated by the representatives of the Charleston Fire Department.

- d. On request to a representative of the Charleston Fire Department, by a representative of the 130 AW Fire and Emergency Services, firefighting equipment or hazardous materials incident response and personnel of Charleston Fire Department, will be dispatched to any point within the firefighting or hazardous materials incident response jurisdiction of the 130 AW Fire and Emergency Services as designated by the 130 AW Fire and Emergency Services.
- e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the requirements and limitations of 130 FES Standard Operating Guidelines, 32-J-05 Mutual Aid Response, and subject to the following conditions:
 - (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
 - (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official. The primary Incident Commander for the Civilian Authority (e.g., the Charleston Fire Department) will be the Incident Commander and upon arrival, the 130 AW Fire and Emergency Services entity will defer to the Incident Commander's Civilian Authority command. The primary Incident Commander for the 130 AW is the Incident Commander of the 130 AW Fire and Emergency Services and upon arrival, the Charleston Fire Department will defer to the Incident Commander of the 130 AW Fire and Emergency Services.
 - (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - (4) Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.
 - (5) HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.
 - (6) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the 130 AW normally provides fire protection services, the chief of the 130 AW fire department or his or her representative may assume full command on arrival at the scene of the crash.

- (7) Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for the 130 AW to observe Air Force support and operations at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies support and operations at an incident on the installation..
- f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.
- (1) Notwithstanding the above, the Parties hereby recognize that pursuant to Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under 44 Code of Federal Regulations Part 151, the Charleston Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.
- (2) Furthermore, the Charleston Fire Department agrees to indemnify and hold harmless the United States up to the City of Charleston's insurance policy limits from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Charleston Fire Department, which agreement to indemnify and hold harmless is limited to hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws from the reasonable use of the fire-fighting foams, chemicals, or other materials in response to the specific request for use from the Charleston Fire Department. For the avoidance of doubt, the obligation under this paragraph to indemnify and hold harmless the United States does not extend to any use of the fire-fighting foams, chemicals or other materials by the Air Force if (1) such materials are used solely for training purposes, (2) use of such materials is not specifically requested by the Charleston Fire Department, or (3) such materials are used in a grossly negligent, or otherwise unreasonable manner. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect the Charleston Fire Department's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of fire-fighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the Charleston City Fire Department, which obligation shall survive such termination.
- g. Both parties acknowledge that the United States and 130 AW is not responsible for the cleanup of any debris, refuse, garbage or other materials at any site where the 130 AW's equipment and/or personnel are dispatched. Furthermore, the Charleston Fire Department agrees to

indemnify and hold harmless the United States, the 130 AW and its agents from any and all claims associated with such cleanup up to the City of Charleston's insurance policy limits.

- h. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with *National Fire Protection Association Standard 1561*.
- i. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f. above.
- j. All equipment used by the Charleston Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the Charleston Fire Department under this agreement will, at the time of such action, be an employee or volunteer member of the respective organization.
- k. The rendering of assistance under the terms of this Agreement shall not be mandatory but should be used only where the Charleston Fire Department is unable to respond in a timely manner; however, either Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request. The primary mission of the 130 AW fire protection personnel and equipment "is to provide fire and emergency services to prevent and minimize losses to Air Force lives, property and the environment occurring in periods of peace, war, military operations other-than-war, and humanitarian support operations", military resources cannot be exhausted at the request of the Charleston Fire Department in that sufficient personnel and equipment must be present on the 130 AW at all times to respond to primary mission duties. Department of the Air Force Instruction 32-2001, *Fire and Emergency Services (F&ES) Program*, 28 July 2022.
- l. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, or if either Party must leave the location of the incident to respond to an incident within their respective jurisdiction, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
- m. Disputes.
 - (1) Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that they will attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.

n. Alternative Dispute Resolution.

- (1) If the dispute is not resolved within sixty (60) days after the request for unassisted negotiations and the Parties do not mutually agree to continue the unassisted negotiations, the Parties shall employ alternative dispute resolution procedures involving nonbinding mediation of the dispute by a neutral third party. The alternative dispute resolution procedures employed shall include a confidential evaluation of both the facts and the law and the issuance of confidential recommendations by the neutral third party.
 - (2) By entering into this Agreement, the Parties have voluntarily adopted alternative dispute resolution procedures in accordance with 5 U.S.C. § 572(c). These procedures shall not be employed if determined by either Party to be inappropriate after taking into consideration the factors enumerated at 5 U.S.C. § 572(b). A Party rejecting alternative dispute resolution as inappropriate shall document its reasons in writing and deliver them to the other Party. If one Party rejects alternative dispute resolution as inappropriate, the Parties agree that the dispute will be governed by West Virginia law and agree to work together in good faith to consent to the jurisdiction of the Circuit Court of Kanawha County or the United States District Court for the Southern District of West Virginia in order to resolve the dispute through litigation or further negotiation. The Parties shall enter into a master written alternative dispute resolution Agreement governing alternative dispute resolution proceedings that may be amended as needed to fit individual proceedings. (A template of an acceptable alternative dispute resolution agreement may be found at www.adr.af.mil).
 - (3) The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper for such payment. The obligation of the Charleston Fire Department to make payment arising out of an agreement resolving a dispute under this Agreement is contingent upon the availability of funds proper under such payment.
- o. All notices, requests, demands, and other communications which may or are required to be delivered hereunder shall be in writing and shall be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

130th Airlift Wing
c/o Commander
1679 Coonskin Drive.
Charleston, WV 25311

And:

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

130th Airlift Wing Fire and Emergency Services
Attn: Fire Chief
1679 Coonskin Drive
Charleston, WV 25311

And:

The Charleston Fire Department
Attn: Fire Chief
808 Virginia Street West
Charleston, WV 25302

And:

The City of Charleston
Attn: City Manager
501 Virginia Street East
Charleston, WV 25301

- p. TERMS OF THE AGREEMENT. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the "Term"). The Parties to this agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties' senior fire officers. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at least 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.
- q. Upon becoming effective, this Agreement shall supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.
- r. The modification or amendment of this Agreement, or any of the provisions of this Agreement, shall not become effective unless executed in writing and accepted by both Parties.
- s. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

The Adjutant General

Date: _____

Mayor, City of Charleston, WV

Date: _____

USP&FO, West Virginia

Date: _____

130th Wing Commander

Date: _____

130th Base Civil Engineer

Date: _____

The Civil Engineer, National Guard Bureau

Date: _____

Resolution No. 757-23

Introduced in Council:

Adopted by Council:

January 17, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 757-23 - Authorizing the Mayor or City Manager to execute Change Order No. 1
2 with RK Construction, Inc., in an amount not to exceed \$10,000, to remove excess soil mass
3 below Woodbine Ave. discovered during the course of construction of a retaining wall.
4
5 Now, therefore, be it Resolved by the Council of the City of Charleston, West Virginia:
6
7 That the Mayor or City Manager is authorized to execute Change Order No. 1 with RK
8 Construction, Inc., in an amount not to exceed \$10,000, to remove excess soil mass below
9 Woodbine Ave. discovered during the course of construction of a retaining wall.

Retaining Wall Project #E1-11/22-147



CHANGE ORDER NO.1

Council Approval:

December 5, 2022

Contractor:

**RK Construction, Inc
47 Omers Drive
Frametown, WV 26623**

Description:

This change order will allow RK Construction, Inc. to remove an excess soil mass below the Woodbine Ave. retaining wall. This will be done on an hourly basis with a NTE (not to exceed) amount of \$10,000. Hourly rates will include an excavator @ \$120/hr. and a dump truck @ \$110/hr.

Original Contract Price:	\$375,133.41
Total of this Change Order:	\$ 10,000.00
Total of previously approved Change Orders	\$ 0.00
Contract Price with all Approved Change Orders	\$385,133.41

Approved by:

Accepted by:

City of Charleston

RK Construction, Inc.

Date

Date

Resolution No. 758-23

Introduced in Council:

Adopted by Council:

January 17, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 758-23 - Authorizing the City of Charleston to communicate the State of West Virginia and the West Virginia Department of Transportation of the city's willingness to participate in "Non-State-Owned Bridge Program" administered by the West Virginia Department of Transportation through the Federal Highway Administration.

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

That the City of Charleston is willing to participate in the "Non-State-Owned Bridge Program" administrated through the State of West Virginia and the West Virginia Department of Transportation. Funding for this effort was part of the federal Infrastructure Investment and Jobs Act (IIJA). This resolution does not commit the City of Charleston to any financial contribution currently. The IIJA bridge program provides up to 100% federal funding for certain off-system bridges, which typically require a 20% local match. For projects that may still require a local match, the IIJA allows WVDOT flexibility in structuring the matching money. Any future IIJA projects that require local matching funds will be brought before City Council at that time.

**MUNICIPAL COURT
CITY OF CHARLESTON**

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

Matt Smith, Judge

Adam Campbell, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Adam Campbell, Clerk
DATE: Thursday, January 5, 2023
RE: December 2022 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1,309

Criminal Violations: 176

Traffic Violations: 1,133

Parking: 0

Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): \$30.00

Primarily related to shoplifting cases, restitution monies are collected and refunded to the store/victim.

FINANCIAL REPORT ATTACHED

cc: Matt Smith, Judge
Miles Cary, City Clerk
Ben Adams, 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

CHARLESTON MUNICIPAL COURT

Page: 1

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

Violations by Filed Date...

TRAFFIC	1,133	
CRIMINAL	176	
Total Filed Violations		1,309

Completed Cases...

Paid Fine...

TRAFFIC	234	
CRIMINAL	0	
Total Paid Fines		234

Before Judge...

TRAFFIC	2	
CRIMINAL	1	
Total Before Judge		3

Total Completed		237
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Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC	2	
CRIMINAL	9	
Total		11

DISMISSED OFFICER FAIL TO PROS

TRAFFIC	10	
CRIMINAL	4	
Total		14

DISMISSED (PRESENTED INSURANCE)

TRAFFIC	66	
CRIMINAL	0	
Total		66

DISMISSED (BY JUDGE'S ORDER)_

TRAFFIC	3	
CRIMINAL	0	
Total		3

DISMISSED E-PROOF

TRAFFIC	26	
CRIMINAL	0	
Total		26

DISMISSED (PRESENTED DL)

TRAFFIC	20	
CRIMINAL	0	

CHARLESTON MUNICIPAL COURT

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

Total		20
DISMISSED STORE CLOSED		
TRAFFIC	0	
CRIMINAL	1	
Total		1
DISMISSED OFF FAIL TO PROV VIN		
TRAFFIC	6	
CRIMINAL	0	
Total		6
DISMISSED (PROSECUTOR'S ORDER)		
TRAFFIC	55	
CRIMINAL	15	
Total		70
Dismissed at Officers Request		
TRAFFIC	57	
CRIMINAL	0	
Total		57
DISMISSED PRESENTED RECORDS		
TRAFFIC	260	
CRIMINAL	0	
Total		260
DISMISSED AFTER PT DIVERSION		
TRAFFIC	5	
CRIMINAL	25	
Total		30
Dismissed Pursuant to Plea		
TRAFFIC	12	
CRIMINAL	35	
Total		47
DISMISSED VICTIM/WITNESS FTA		
TRAFFIC	1	
CRIMINAL	0	
Total		1
DISMISSED WITHOUT PREJUDICE		
TRAFFIC	14	
CRIMINAL	47	
Total		61
VOIDED DOCKET		
TRAFFIC	16	
CRIMINAL	0	
Total		16
Total Other Completed		689
Grand Total Completed		926

CHARLESTON MUNICIPAL COURT

Page: 3

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

 Net Difference Filed/Complete 383

 Warrants...

Issued...

TRAFFIC	633	
CRIMINAL	446	
Total Violations		1,079
Total Warrants Issued		1,079

Cleared...

TRAFFIC	393	
CRIMINAL	409	
Total Violations		802
Total Warrants Cleared		802

Change in Total Warrants	277
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 Other Paid Cases...

Paid Fine...

Total Other Paid Fines	89
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FINE FINE	\$11,578.09
LAWFND LAW ENFORCE. TRAIN STATE	\$3,497.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,410.00
CVC CRIME VICTIM'S FUND	\$2,355.00
ADMIN ADMINISTRATIVE COST	\$586.00
JAILF REGIONAL JAIL CORR.	\$11,604.00
PCADM PC ADMIN FEE	\$25.00
OP OVER PAYMENT	\$99.25
CCF COMMUNITY CORRECTIONS FUND	\$129.00
REST RESTITUTION	\$30.00

Total Fees/Fines Paid	\$31,313.34
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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.

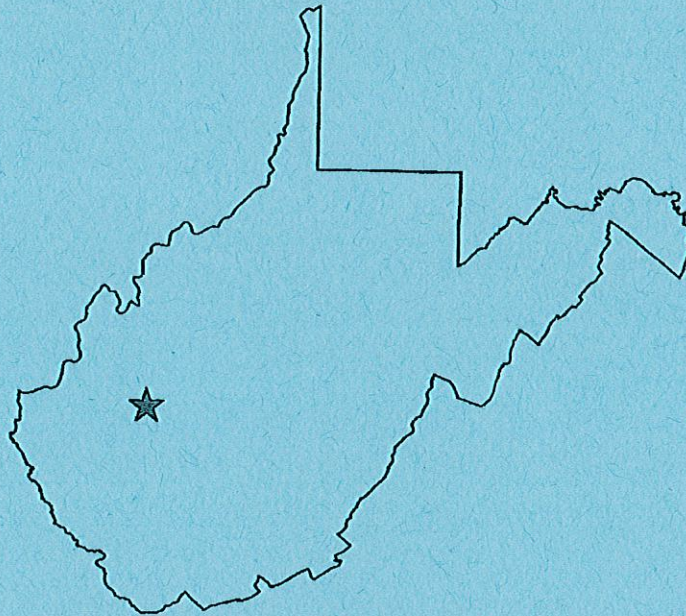


City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ended

December 2022



Respectfully submitted,

A handwritten signature in black ink, which appears to read "Victor Grigoraci".

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance December 2021</u>	<u>Balance November 2022</u>	<u>Collections December 2022</u>	<u>Withdrawals December 2022</u>	<u>Balance December 30, 2022</u>
001 General Fund	12,605,916.29	23,663,067.13	3,156,625.51	8,616,489.79	18,203,202.85
002 Coal Severance Tax	941.71	4.90	0.00	0.00	4.90
003 Municipal Stabilization	20,571,742.47	19,361,541.12	67,553.23	0.00	19,429,094.35
007 Business Improvement Dist Fund	0.00	55,834.16	741.97	42,001.86	14,574.27
009 Community Development	7,568.05	10,268.96	179,110.87	179,110.87	10,268.96
014 IT Infrastructure	1,042,050.69	1,551,643.90	5,413.75	0.00	1,557,057.65
015 Charleston Land Reuse	194,007.69	185,278.09	1,147.82	0.00	186,425.91
017 Project West Invest	564.40	571.90	2.00	0.00	573.90
018 Planning Grant	0.00	68,228.48	238.05	0.00	68,466.53
019 Tourism & Promotions	444,738.78	650,182.59	2,267.45	3,000.00	649,450.04
020 Business Development	1,180,079.04	1,088,346.19	3,753.09	37,034.62	1,055,064.66
021 Community Participation	60,642.03	44,756.46	145.79	29,000.00	15,902.25
024 LGBTQ Working Group	484.35	1,277.96	4.46	0.00	1,282.42
026 Uniform Pension Reserve Fund	27,358,476.36	32,343,137.34	83,769.85	540,790.00	31,886,117.19
035 Municipal Beautification	32,800.32	126,450.03	441.19	0.00	126,891.22
036 Special Demolition	8,200.42	23,553.10	82.18	0.00	23,635.28
037 Sister Cities	27,621.25	27,988.67	97.65	0.00	28,086.32
038 Solid Waste	955,442.31	721,827.05	331,127.51	92,589.77	960,364.79
039 Waste Disposal	0.00	0.00	80,586.00	80,586.00	0.00
040 Landfill Closure	3,889,946.60	4,048,289.54	26,265.46	0.00	4,074,555.00
041 Police Contributions	15,045.59	113,386.86	395.61	0.00	113,782.47
042 Police Evidence	774,809.60	620,138.57	2,163.69	0.00	622,302.26
043 Forfeited Funds	422,063.10	791,391.80	16,069.92	1,150.00	806,311.72
044 Municipal Court	259,993.16	270,515.49	31,600.34	35,253.00	266,862.83
045 Homeland Security	58,003.26	49,614.44	57,261.78	10,900.94	95,975.28
046 Home-ARP Inv Trust Fund	0.00	0.26	0.00	0.00	0.26
047 Health Insurance Reserves	6,248,531.42	6,331,625.11	22,091.30	0.00	6,353,716.41
048 Wayfinding Commission	21,257.37	17,625.19	61.50	0.00	17,686.69
049 Live On The Levee	8,883.42	9,516.84	33.21	0.00	9,550.05
073 American Rescue Plan	18,409,401.85	31,125,987.91	115,816.22	1,762,069.62	29,479,734.51
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	17,299.41	3,388.36	51,613.48	50,848.65	4,153.19
085 Firefighters Assistance Grant	77.08	77.08	0.00	0.00	77.08
088 SBA Riverfront Project Donation Account	9.18	9.18	0.00	0.00	9.18
088 SBA Riverfront Project Grant Account	10,167.71	10,167.71	0.00	0.00	10,167.71
090 Byrne Justice	0.00	0.00	8,040.71	8,040.71	0.00
095 Police Grants	179,605.06	392,490.19	36,245.89	33,058.39	395,677.69
096 Historic Preservation	4,713.47	0.00	0.00	0.00	0.00
099 Public Arts Grant	192,369.42	216,853.42	0.00	0.00	216,853.42
100 Sinking Fund	2,026,124.75	2,049,733.16	7,151.61	0.00	2,056,884.77
200 Infrastructure	153,636.18	155,655.53	543.09	0.00	156,198.62
214 Civic Center Capital Improvement	287,240.03	198,683.27	693.21	0.00	199,376.48
215 Municipal Auditorium Capital Improvement	168,901.92	239,902.49	837.03	0.00	240,739.52
220 General Maintenance	4,559,063.14	4,476,536.68	1,366,795.45	1,392,140.91	4,451,191.22
221 City Service Fee Capital Project	1,816,779.14	1,382,090.66	93,978.86	793,542.20	682,527.32
222 Facilities Maintenance	1,588,427.37	2,330,915.02	8,095.98	24,022.44	2,314,988.56
223 Green Initiative Fund	0.00	253,075.55	883.00	0.00	253,958.55
224 Sidewalk Improvement Fund	0.00	253,054.78	882.92	0.00	253,937.70
255 Ballpark Maintenance	90,872.54	97,302.50	339.49	0.00	97,641.99
402 Civic Center Revenue	116,396.95	223,391.51	518,887.85	626,463.76	115,815.60
406 Parking System Revenue	5,177,088.48	5,459,333.49	221,370.02	127,536.10	5,553,167.41
426 Parking Operation and Maintenance	2,817,357.70	3,340,334.44	11,654.56	0.00	3,351,989.00
427 Civic Center TIF Project	490,140.49	503,522.69	1,756.93	0.00	505,279.62
900 M - DENT	599,503.12	785,338.03	7,053.81	5,503.01	786,888.83
901 Pending Forfeiture	1,107,399.75	1,153,109.70	4,021.38	1,568.97	1,155,562.11
Working Cash Advance Fund	32,925.00	44,425.00	0.00	0.00	44,425.00
Total All Funds	116,212,102.71	147,048,233.77	6,525,712.67	14,492,701.61	139,081,244.83

CITY OF CHARLESTON
Payroll Variance Analysis
December 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	24,147	22,075	2,072	8.58%	156,955	143,315	13,640	8.69%	313,910	170,595
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,147	22,075	2,072	8.58%	156,955	143,315	13,640	8.69%	313,910	170,595
Mayor - CARE Office	409-02	Regular	20,781	21,335	(553)	-2.66%	135,079	137,962	(2,883)	-2.13%	270,158	132,196
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	20,781	21,335	(553)	-2.66%	135,079	137,962	(2,883)	-2.13%	270,158	132,196
City Council	410	Regular	13,000	11,500	1,500	11.54%	84,500	69,000	15,500	18.34%	169,000	100,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	11,500	1,500	11.54%	84,500	69,000	15,500	18.34%	169,000	100,000
City Manager - Admin.	412-00	Regular	48,552	41,474	7,078	14.58%	312,777	259,456	53,321	17.05%	631,172	371,716
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	48,552	41,474	7,078	14.58%	312,777	259,456	53,321	17.05%	631,172	371,716
City Treasurer	413	Regular	10,249	10,007	242	2.36%	66,619	64,813	1,805	2.71%	133,237	68,424
		IPT	692	924	(232)	-33.47%	4,500	5,412	(912)	-20.27%	9,000	3,588
		OT	-	-	-		-	-	-		-	-
		Total	10,941	10,931	10	0.09%	71,119	70,226	893	1.26%	142,237	72,011
City Collector	414	Regular	61,523	51,602	9,921	16.13%	399,902	324,389	75,513	18.88%	799,804	475,415
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	61,523	51,602	9,921	16.13%	399,902	324,389	75,513	18.88%	799,804	475,415
City Clerk	415	Regular	10,563	10,348	215	2.03%	68,658	67,037	1,620	2.36%	137,315	70,278
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,563	10,348	215	2.03%	68,658	67,037	1,620	2.36%	137,315	70,278
Municipal Court	416	Regular	23,823	26,527	(2,704)	-11.35%	154,851	156,052	(1,201)	-0.78%	309,701	153,649
		IPT	1,385	1,216	169	12.21%	9,000	9,634	(634)	-7.05%	18,000	8,366
		OT	1,936	1,995	(59)	-3.05%	12,583	11,807	776	6.17%	25,166	13,359
		Total	27,144	29,738	(2,594)	-9.56%	176,434	177,493	(1,059)	-0.60%	352,867	175,374

CITY OF CHARLESTON
Payroll Variance Analysis
December 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	31,818	30,558	1,259	3.96%	206,815	205,969	845	0.41%	413,629	207,660
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	31,818	30,558	1,259	3.96%	206,815	205,969	845	0.41%	413,629	207,660
		Budget	5									
		Actual	5									
Accounting	418	Regular	23,401	17,879	5,523	23.60%	152,109	116,287	35,822	23.55%	304,217	187,930
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	23,401	17,879	5,523	23.60%	152,109	116,287	35,822	23.55%	304,217	187,930
		Budget	5									
		Actual	3									
Engineering - General	420-00	Regular	40,631	34,330	6,301	15.51%	264,101	222,247	41,854	15.85%	528,202	305,955
		IPT	769	-	769		5,000	-	5,000		10,000	10,000
		OT	-	-	-		-	-	-		-	-
		Total	41,400	34,330	7,070	17.08%	269,101	222,247	46,854	17.41%	538,202	315,955
		Budget	7									
		Actual	6									
Engineering - Stormwater	420-01	Regular	11,259	10,951	307	2.73%	73,183	70,869	2,314	3.16%	146,366	75,497
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	11,259	10,951	307	2.73%	73,183	70,869	2,314	3.16%	146,366	75,497
		Budget	2									
		Actual	2									
MOECD	421	Regular	31,999	30,529	1,470	4.60%	207,997	191,468	16,528	7.95%	415,993	224,525
		IPT	-	510	(510)		-	65,037	(65,037)		-	65,037
		OT	-	-	-		-	929	(929)		-	-
		Total	31,999	31,039	961	3.00%	207,997	257,434	(49,438)	-23.77%	415,993	289,562
		Budget	7									
		Actual	7									
Human Resources	422	Regular	32,145	28,485	3,660	11.39%	208,941	198,093	10,847	5.19%	417,881	219,788
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	32,145	28,485	3,660	11.39%	208,941	198,093	10,847	5.19%	417,881	219,788
		Budget	7									
		Actual	6									
Mail Room	431	Regular	2,152	1,380	772	35.87%	13,991	6,664	7,327	52.37%	27,982	21,318
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	2,152	1,380	772	35.87%	13,991	6,664	7,327	52.37%	27,982	21,318
		Budget	1									
		Actual	1									
Building Commission	436	Regular	56,085	52,342	3,743	6.67%	364,553	351,579	12,974	3.56%	729,106	377,527
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	56,085	52,342	3,743	6.67%	364,553	351,579	12,974	3.56%	729,106	377,527
		Budget	13									
		Actual	13									

CITY OF CHARLESTON
Payroll Variance Analysis
December 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	38,440	30,875	7,565	19.68%	249,861	213,256	36,605	14.65%	499,722	286,466
		IPT	-	-	-		-	3,634	(3,634)		-	(3,634)
		OT	-	-	-		-	-	-		-	
		Total	38,440	30,875	7,565	19.68%	249,861	216,889	32,972	13.20%	499,722	282,833
Information Systems	439	Regular	48,564	33,342	15,222	31.34%	315,666	211,287	104,379	33.07%	631,331	420,045
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	48,564	33,342	15,222	31.34%	315,666	211,287	104,379	33.07%	631,331	420,045
General Services	440	Regular	33,936	33,970	(34)	-0.10%	218,681	222,198	(3,517)	-1.61%	441,165	218,967
		IPT	3,462	-	3,462	100.00%	22,500	-	22,500	100.00%	45,000	45,000
		OT	5,393	2,924	2,469	45.78%	35,053	46,178	(11,125)	-31.74%	70,106	23,928
		Total	42,790	36,894	5,896	13.78%	276,234	268,376	7,858	2.84%	556,271	287,895
Constituent Services	442-01	Regular	17,715	10,462	7,253	40.94%	110,493	72,045	38,448	34.80%	230,292	158,247
		IPT	1,800	-	1,800	100.00%	11,700	-	11,700	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
		Total	19,515	10,462	9,053	46.39%	122,193	72,045	50,148	41.04%	253,692	181,647
Morris Square Property	500	Regular	4,830	4,831	(1)	-0.03%	31,392	27,800	3,592	11.44%	62,784	34,984
		IPT	-	-	-		-	-	-		-	-
		OT	775	5	770	99.33%	5,040	57	4,983	98.86%	10,080	10,023
		Total	5,605	4,836	769	13.72%	36,432	27,858	8,574	23.54%	72,864	45,006
Public Works	566	Regular	14,673	14,814	(141)	-0.96%	95,376	96,979	(1,603)	-1.68%	190,751	93,772
		IPT	-	-	-		-	-	-		-	-
		OT	247	-	247	100.00%	1,605	2,261	(656)	-40.85%	3,210	949
		Total	14,920	14,814	106	0.71%	96,981	99,240	(2,259)	-2.33%	193,961	94,721
Public Grounds - Adm.	567-00	Regular	69,034	65,937	3,097	4.49%	448,719	421,104	27,614	6.15%	897,437	476,333
		IPT	-	-	-		-	-	-		-	-
		OT	2,074	4,774	(2,699)	-130.15%	13,482	27,050	(13,568)	-100.64%	26,964	(86)
		Total	71,108	70,711	397	0.56%	462,201	448,155	14,046	3.04%	924,401	476,246

CITY OF CHARLESTON
Payroll Variance Analysis
December 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	5,388	5,713	(325)	-6.04%	35,020	36,668	(1,648)	-4.70%	70,040	33,372
		IPT	-	-	-		-	-	-		-	-
		OT	346	1,050	(704)	-203.67%	2,247	10,140	(7,893)	-100.00%	4,494	(5,646)
		Total	5,733	6,763	(1,030)	-17.96%	37,267	46,808	(9,541)	-25.60%	74,534	27,726
Police - Uniform	700-00	Regular	721,961	707,209	14,752	2.04%	4,692,744	4,574,137	118,607	2.53%	9,385,488	4,811,351
		OT	196,507	211,891	(15,384)	-7.83%	1,172,930	1,553,145	(380,215)	-32.42%	2,283,242	730,097
		Reimb.	(3,077)	(1,760)	(1,317)	-42.80%	(20,000)	(16,320)	(3,680)	-18.40%	(40,000)	(23,680)
		Total	915,391	917,340	(1,949)	-0.21%	5,845,674	6,110,962	(265,288)	-4.54%	11,628,730	5,517,768
Police - Civilian	700-01	Regular	68,695	63,866	4,829	7.03%	446,520	392,778	53,742	12.04%	893,040	500,262
		IPT	3,846	2,150	1,696	44.10%	25,000	10,617	14,383	57.53%	50,000	39,383
		OT	7,744	7,056	688	8.88%	50,333	39,894	10,439	20.74%	100,666	60,772
		Total	80,285	73,072	7,213	8.98%	521,853	443,289	78,564	15.05%	1,043,706	600,417
Fire - Uniform	706-00	Regular	809,458	792,430	17,028	2.10%	4,905,250	4,965,652	(60,402)	-1.23%	9,596,763	4,631,111
		OT	144,399	83,583	60,816	42.12%	791,997	737,825	54,172	6.84%	1,496,036	758,211
		Reimb.	(923)	(1,737)	813	88.12%	(6,000)	(8,766)	2,766	46.10%	(12,000)	(3,234)
		Total	952,934	874,277	78,657	8.25%	5,691,247	5,694,711	(3,464)	-0.06%	11,080,799	5,386,088
Fire - Civilian	706-01	Regular	7,956	4,399	3,557	44.71%	51,716	40,105	11,611	22.45%	103,431	63,326
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	7,956	4,399	3,557	44.71%	51,716	40,105	11,611	22.45%	103,431	63,326
Traffic	712	Regular	33,369	34,413	(1,045)	-3.13%	216,897	220,075	(3,178)	-1.46%	433,794	213,719
		IPT	-	180	(180)		-	4,559	(4,559)		-	(4,559)
		OT	968	403	565	58.35%	6,292	11,018	(4,726)	-75.13%	12,583	1,565
		Total	34,337	34,997	(660)	-1.92%	223,189	235,651	(12,463)	-5.58%	446,377	210,726
Emergency Services	716	Regular	6,438	-	6,438	100.00%	41,850	-	41,850	100.00%	83,699	83,699
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	6,438	-	6,438	100.00%	41,850	-	41,850	100.00%	83,699	83,699
Street	750	Regular	189,521	160,892	28,629	15.11%	1,221,884	1,069,055	152,829	12.51%	2,463,777	1,394,722
		IPT	-	-	-		-	-	-		-	-
		OT	33,203	13,033	20,170	60.75%	134,820	132,261	2,559	1.90%	269,640	137,379
		Total	222,724	173,925	48,799	21.91%	1,356,704	1,201,316	155,388	11.45%	2,733,417	1,532,101

CITY OF CHARLESTON
Payroll Variance Analysis
December 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Equipment Maintenance	754	Regular	56,349	54,395	1,953	3.47%	366,266	353,920	12,346	3.37%	732,532	378,612
		IPT	-	-	-		-	-	-		-	-
		OT	4,494	6,006	(1,512)	-33.64%	29,211	23,090	6,121	20.95%	58,422	35,332
		Total	60,843	60,401	442	0.73%	395,477	377,011	18,466	4.67%	790,954	413,943
Refuse & Recycling	800	Regular	161,339	169,586	(8,248)	-5.11%	1,048,701	1,051,099	(2,399)	-0.23%	2,097,401	1,046,302
		IPT	-	-	-		-	-	-		-	-
		OT	19,359	9,948	9,411	48.61%	125,832	87,525	38,307	30.44%	251,664	164,139
		Total	180,697	179,534	1,163	0.64%	1,174,533	1,138,624	35,908	3.06%	2,349,065	1,210,441
Parks & Recreation	900	Regular	94,313	87,626	6,687	7.09%	613,038	538,092	74,945	12.23%	1,226,075	687,983
		IPT	5,600	13,031	(7,431)	-132.70%	162,400	188,604	(26,204)	-16.14%	280,000	91,396
		OT	4,425	1,672	2,753	62.21%	28,762	50,230	(21,469)	-74.64%	57,523	7,293
		Total	104,338	102,329	2,009	1.93%	804,199	776,926	27,273	3.39%	1,563,598	786,672
Public Arts	906	Regular	4,408	4,408	(0)	0.00%	28,655	28,525	130	0.45%	57,309	28,784
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,408	4,408	(0)	0.00%	28,655	28,525	130	0.45%	57,309	28,784
Spring Hill Cemetery	952	Regular	25,069	22,913	2,157	8.60%	162,951	149,514	13,437	8.25%	325,902	176,388
		IPT	-	-	-	#DIV/0!	24,863	-	24,863	100.00%	46,800	46,800
		OT	775	117	659	84.96%	5,040	1,176	3,864	76.66%	10,080	8,904
		Total	25,845	23,029	2,815	10.89%	192,854	150,690	42,163	21.86%	382,782	232,092
General Fund		Regular	2,853,584	2,703,406	150,178	5.26%	18,172,704	17,269,489	903,216	4.97%	36,170,406	18,900,917
		IPT	17,554	18,010	(456)	-2.60%	264,963	287,497	(22,535)	-8.50%	482,200	324,777
		OT	422,644	344,455	78,189	18.50%	2,415,226	2,734,587	(319,361)	-13.22%	4,679,876	1,946,218
		Reimb.	(4,000)	(3,497)	(504)	-12.59%	(26,000)	(25,086)	(914)	-3.52%	(52,000)	(26,914)
		Total	3,289,782	3,062,375	227,407	6.91%	20,826,893	20,266,487	560,406	2.69%	41,280,482	21,144,998
Business Improvement Dist.	568	Regular	3,414	3,154	260	7.62%	18,778	15,658	3,120	16.61%	44,385	28,727
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,414	3,154	260	7.62%	18,778	15,658	3,120	16.61%	44,385	28,727

CITY OF CHARLESTON
Payroll Variance Analysis
December 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Coliseum & Conv. Center	910	Regular	54,128	49,972	4,157	7.68%	351,835	335,500	16,335	4.64%	703,670	368,170
		IPT	-	-	-		-	-	-		-	-
		OT	3,077	1,531	1,546	50.25%	20,000	8,043	11,957	59.78%	40,000	31,957
		Total	57,205	51,503	5,703	9.97%	371,835	343,543	28,292	7.61%	743,670	400,127
Parking System	571	Regular	56,594	53,019	3,576	6.32%	367,862	345,977	21,885	5.95%	735,724	389,747
		IPT	3,923	2,183	1,740	44.37%	25,500	13,485	12,015	47.12%	51,000	37,515
		OT	1,385	687	698	50.40%	9,000	14,171	(5,171)	-57.46%	18,000	3,829
		Total	61,902	55,888	6,014	9.72%	402,362	373,633	28,729	7.14%	804,724	431,091
Total		Regular	2,967,721	2,809,550	158,171	5.33%	18,911,180	17,966,624	944,555	4.99%	37,654,185	19,687,561
		IPT	21,477	20,193	1,284	5.98%	290,463	300,982	(10,520)	-3.62%	533,200	232,218
		OT	427,106	346,673	80,433	18.83%	2,444,226	2,756,802	(312,575)	-12.79%	4,737,876	1,981,075
		Reimb.	(4,000)	(3,497)	(504)	12.59%	(26,000)	(25,086)	(914)	3.52%	(52,000)	(26,914)
		Total	3,412,304	3,172,920	239,384	7.02%	21,619,868	20,999,322	620,546	2.87%	42,873,261	21,873,939

Vacancy Report:

City Manager	1
City Collector	3
Accounting	2
Engineering	1
Human Resources	1
Planning	2
Information Systems	3
Constituent Services	2
Public Works (all)	16
Police - Uniform	7
Police - Civilian	1
Fire - Uniform	15
Fire - Civilian	1
Homeland Security	1
Total General Fund	56
Coliseum & Covention Ctr.	2
Parking System	2
Total All	60