

CHARLESTON CITY COUNCIL

Regular Meeting

September 18, 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 9-18-2023

PROCLAMATIONS

1. 9-18-2023

COMMUNICATIONS

1. 9-18-2023

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 878-23 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program and administer any funds awarded.
2. Resolution No. 879-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the

amount and administer any funds awarded to provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers.

3. Resolution No. 880-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston.
4. Resolution No. 881-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division and administer any funds awarded to provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team.
5. Resolution No. 882-23 - Authorizing the Mayor or City Manager to enter into a 3-year agreement with DC Elevator Company, Inc. for annual maintenance of elevators in four of the City of Charleston's parking garages.
6. Resolution No. 883-23 - Authorizing the Mayor or City Manager to enter into an Easement Agreement with Goodwill Industries of Kanawha Valley, Inc. for pedestrian access to the concrete sidewalk located on Leon Sullivan Way.
7. Resolution No. 884-23 - Authorizing approval of Amendment No. 3 of the FY 2023-2024 General Fund Budget.

REPORTS OF OFFICERS

1. 9-18-2023

NEW BILLS

1. 9-18-2023

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE OCTOBER 2, 2023 AT 7:00 PM.

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

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** A native of Charleston, and a fourth-year student at Marshall University - with a double major in biochemistry and pre-med, Nevaeh Harmon aspires to become a pediatric physician; and
- WHEREAS:** After running for Marshall University homecoming court with a platform focused on diversity and inclusion, Harmon's interest in student government and pageants grew, leading her to for run Student Government Association Office where she was recently sworn in as Student Body Vice President; and
- WHEREAS:** In June 2023, Harmon competed in the Miss West Virginia USA Pageant held at the Virginia Thomas Law Center for the Performing Arts on the campus of West Virginia Wesleyan College in Buckhannon and was crowned Miss West Virginia USA - making her the first Filipino American contestant to ever win the Miss West Virginia USA competition; and
- WHEREAS:** Harmon remains committed to inspiring women and girls to dream bigger and lead without fear, and helping them find their strength to pursue their dreams; and
- WHEREAS:** Harmon will compete in the Miss USA Organization's National Miss USA® Pageant in Reno, Nevada later this month; and

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

Nevaeh Harmon, Miss West Virginia USA 2023

for being a shining star in her hometown and in her Marshall University Community, and wish her the best in her journey to the Miss USA® Pageant in Reno.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 18th day of September 2023.




Amy Shuler Goodwin, Mayor

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: MUNICIPAL BEAUTIFICATION COMMISSION

DATE: SEPTEMBER 18, 2023



I recommend the following individual be reappointed to the Municipal Beautification Commission:

John Casto – term expiration date 9-19-2026
Donna Graham – term expiration date 9-19-2026
Anna Forbes - term expiration date 9-19-2026

I recommend the following individual be appointed to the Municipal Beautification Commission:

Barbara Rose – term expiration date 9-19-25

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

ASG/mls

Resolution No. 878-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 878-23 - Authorizing the Mayor or City Manager to submit an application to the WV Governor's Highway Safety Program in the amount of \$537,600 and administer any funds awarded. The funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in the eight-county Metro Valley Highway Safety Region for traffic safety enforcement activities, equipment purchases and travel/training, as well as partial reimbursement for the Charleston Police Department Highway Safety Coordinator and Assistant's salaries.

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

That the Mayor or City Manager is authorized to submit an application to the WV Governor's Highway Safety Program in the amount of \$537,600 and administer any funds awarded. The funds will be used to reimburse overtime expended by Charleston Police and law enforcement agencies in the eight-county Metro Valley Highway Safety Region for traffic safety enforcement activities, equipment purchases and travel/training, as well as partial reimbursement for the Charleston Police Department Highway Safety Coordinator and Assistant's salaries.

GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES

Application Page – 1

For GHSP Use Only

DATE RECEIVED: _____

FEDERAL FUNDS AWARDED: _____

NAME OF APPLICANT: City of Charleston
(Must be a government agency)

PROJECT TITLE: Metro Valley Highway Safety Program

F.E.I.N. NUMBER: 55-6000160

AUTHORIZED OFFICIAL:

NAME: Amy Shuler Goodwin
TITLE: Mayor of Charleston
MAILING ADDRESS: P.O. Box 2749, Charleston, WV
ZIP CODE: 25330
PHONE: 304-348-8174
FAX: 304-348-8034
E-MAIL: amy.goodwin@cityofcharleston.org

PROJECT DIRECTOR:

NAME: John T. Garten
TITLE: Deputy Chief
MAILING ADDRESS: P.O. Box 2749, Charleston, WV
ZIP CODE: 25330
PHONE: 304-348-6460
FAX: 304-348-8408
E-MAIL: john.garten@charlestonwvpolice.org

FINANCIAL OFFICER:

NAME: Melissa G. Taylor
TITLE: Grant Administrator
MAILING ADDRESS: P.O. Box 2749, Charleston, WV
ZIP CODE: 25330
PHONE: 304-348-6468
FAX: 304-348-8157
E-MAIL: melissa.taylor@cityofcharleston.org

**GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES**

Application Page – 2

Regional Program – Performance Goals

FY24 HIGHWAY SAFETY PROGRAM GOALS

Region 1 - Metro Valley Highway Safety Program

Region 3 - Mid-Ohio Valley Highway Safety Program

Region 1 is the Metro Valley Highway Safety Program based out of the City of Charleston. It encompasses 7 counties, including Kanawha County, which is home of the state capital, Charleston, and the most populous county in the state. The Region 1 grant will also cover enforcement and education efforts in Region 3 (Mid-Ohio Valley), which is Wood County. Wood County is the state's fifth-most populous county. Based on rural and urban designations by the U.S. Department of Health & Human Services office of Rural Health Policy (WV Department of Education), all but two counties in Regions 1 and 3 are considered rural: Calhoun, Clay, Gilmer, Ritchie, Roane, and Wirt. The two urban counties are Kanawha and Wood. The region has two large cities: Charleston and Parkersburg, with Charleston being the state capital and most populated city in the state. Three major interstates intersect in Charleston: 64, 77, and 79, with several other heavily traveled highways and routes, including Routes 60 and 61. Interstate 77 travels directly through Wood County and Parkersburg, with a lot of travelers from out of state, as Wood County borders Ohio. US Route 50 and WV 14 intersect or are in close proximity to Interstate 77 and are both heavily traveled.

Region 1 and 3 counties follow:

Calhoun	Clay
Gilmer	Kanawha
Ritchie	Roane
Wirt	Wood

All highway safety data from CY 2012 to CY 2021 received from WVDOH was sorted and ranked by county. Regions 1 and 3 have the following:

- Two counties in the top 5 with the most crashes: Kanawha (1) and Wood (4)
- Two counties in the top 5 with the most injury crashes: Kanawha (1) and Wood (4)
- Two counties in the top 5 with the most total injuries: Kanawha (1) and Wood (4)
- Two counties in the top 10 with the most fatalities: Kanawha (1) and Wood (7)

Effective enforcement and education in Regions 1 and 3 are essential to assisting GHSP reach its overall highway safety goals and objectives and essential to decreasing crashes, injuries and fatalities.

Target Red (Red Light and Stop Sign Running): Regions 1 and 3 have two counties in the top 10 for pedestrian fatalities between CY 2012 and 2021 (WVDOH): Kanawha (1) and Wood (7). Pedestrian fatalities many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving (and even distracted walking). Between 2016 and 2020, an intersection-related contributing factor was listed for 18.0% of all roadway crashes statewide, while 6.5% of all roadway crashes listed a pedestrian-related contributing factor. Bicycle-related contributing factors accounted for 1.0% of all roadway crashes (WVDOH).

Between FY 2020 and 2022, there were 191 red light violations and 283 stop sign violations cited on grant-funded overtime in Region 1; there were 1 red light violation and 1 stop sign violation cited on grant-funded overtime in Region 3 (GHSP).

Speed/Aggressive Driving: Regions 1 and 3 have two counties in the top 10 for pedestrian fatalities between CY 2012 and 2021 (WVDOH): Kanawha (1) and Wood (7). Pedestrian fatalities many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving (and even distracted walking). Kanawha County ranked 1st for speed-related fatalities (2012-2021), crashes, and injuries (2021). Wood County ranked 3rd, 5th, and 6th, respectively.

Between CY 2016 and 2020, speed and aggressive driving was listed as a contributing factor for 57.2% of all crashes statewide (WVDOH). Between FY 2020 and 2022, there were 5,710 speed citations written on grant-funded overtime in Region 1; there were 208 speed citations written on grant-funded overtime in Region 3 (GHSP).

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Regions 1 and 3 have five counties with road segments in the top 277 speed crash roadways (WVDOH), with 8,447 speed-related crashes on these 53 road segments between CY 2017 and 2021. More than 24% (24.24%) of the crashes on top speed crash roadways occurred in Kanawha and Wood Counties – 18.35% in Kanawha County (36 segments, most roadway segments in top speed crash roadways) and 5.89% in Wood County (14 segments, 5th most roadway segments in top speed crash roadways).

Calhoun: 1 segment, 73 crashes	Roane: 1 segment, 69 crashes	Wood: 14 segments, 2,012 crashes
Kanawha: 36 segments, 6,270 crashes	Wirt: 1 segment, 23 crashes	

Speed/Aggressive Driving Enforcement patrols should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments, but enforcement is preferred along the listed segments. The entirety of these segments falling within each county may be worked; smaller agencies may work these target locations if the road segments fall within their agency's jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The following roadway segments are in order from most crashes to least (1st column top to bottom, 2nd column and so forth) within each county.

Kanawha County:

US 060	WV 114	CR 043	R 008 CR 035
US 119	CR 021	CR 060/14	CR 083
I-64	WV 062	CR 006/06	CR 020
I-77	CR 073	CR 046 CR 010	CR 060/02
WV 061	CR 049	CR 012	CR 081
I-77 (toll)	US 060 W	CR 060/12 CR 020	CR 015
US 622	CR 009	CR 025/25	CR 027
WV 025	CR 003	CR 047	CR 010
WV 601	CR 079/03	CR 622/24	CR 022

Wood County:

WV 014	WV 095	CR 021
WV 068	WV 031	CR 016
US 050	WV 618	CR 038
WV 047	CR 014/16	CR 050/02
WV 002	CR 032	

Calhoun: WV 016	Roane: US 119	Wirt: CR 006
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School Bus/Zone Safety: Oftentimes, school bus safety revolves around other drivers speeding through a school zone and/or not stopping for the bus's flashing lights or stop sign, endangering students, parents, and school personnel as they walk near schools, bus stops, or enter/depart a school bus. Between FY 2020 and 2022, there were 6 bus arm violations written in Region 1 on highway safety grant-funded overtime, with 0 bus arm violations written in Region 3 (GHSP). Many agencies also work school bus/zone enforcement on agency time, although that data is not required to be reported.

Kanawha County is the worst county for roadway injuries for children under 8, with Wood County being 4th worst (2012-2021, WVDOH).

Occupant Protection: From CY 2014 to 2021, in WV, 671 of 2,215 fatalities were unrestrained motor vehicle occupants (30.29%). In Region 1, 85 of 295 fatalities (328.81%) were unrestrained motor vehicle occupants; in Region 3, 30 of 84 fatalities (35.71%) were unrestrained motor vehicle occupants (WVDOH). Each county in Regions 1 and 3 is listed below with a breakdown of unrestrained driver fatalities compared to all fatalities in each county.

Calhoun: 4/8 (50.00%)	Ritchie: 3/15 (20.00%)
Clay: 7/18 (38.89%)	Roane: 9/26 (35.62%)
Gilmer: 4/11 (36.36%)	Wirt: 2/6 (33.33%)
Kanawha: 56/211 (26.54%)	Wood: 30/84 (35.71%)

It can be seen through the county-specific data above, that while some counties don't have large fatality or unrestrained fatality numbers, there is still a significant problem. Six counties have at least one third of their fatalities resulting from an unrestrained motor vehicle occupant.

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Two counties were in the top 5 for unrestrained motor vehicle occupant fatalities: Kanawha (1), Wood (4) (2014-2021, WVDOH). Kanawha County ranks 1st for most total ejections (partial and full) (2012-2020) and fatal ejections (2012-2021). Wood County ranks 5th for most total ejections (2012-2020) and 6th for most fatal ejections (2012-2021, WVDOH). Kanawha County is the worst county for roadway injuries for children under 8, with Wood County being 4th worst (2012-2021, WVDOH).

Kanawha County's official seat belt usage rate average (2015-2017, GHSP) is 89.4%, which is above the state average for the same time frame (88.5%) but well below the ideal of 100% seat belt usage. Wood County's official seat belt survey average for the same time frame is 84.9%. In the latest survey site selection process, there were no survey sites in Kanawha or Wood Counties. There have been no official seat belt survey sites in Calhoun, Clay, Gilmer, Ritchie, Roane, or Wirt Counties. Between 2016 and 2020, occupant protection was listed as a contributing factor for 32.2% all roadway crashes statewide; this factor includes unrestrained passenger vehicle occupants as well as un-helmeted motorcycle and ATV occupants (WVDOH).

Between FY 2020 and 2022, there were 2,857 seat belt citations and 25 child restraint citations written on grant-funded overtime in Region 1. There were 548 seat belt citations and 0 child restraint citations written in Region 3 (GHSP).

Impaired Driving: From CY 2012 to CY 2021, in WV, 631 of 2,886 (21.86%) fatalities were alcohol-related. In Region 1, 63 of 374 (16.84%) fatalities were alcohol-related, and in Region 3, 21 of 101 (20.79%) fatalities were alcohol-related (WVDOH). There are two counties in Regions 1 and 3 in the top 5 counties for most alcohol-related crashes: Kanawha (1) and Wood (5), as well as top 10 for alcohol-related injuries, Kanawha (1) and Wood (6), and alcohol-related fatalities, Kanawha (2) and Wood (8) (WVDOH).

Alcohol-related fatalities vs. overall fatalities:

Calhoun: 1/9 (11.11%)	Ritchie: 6/20 (30.00%)
Clay: 2/22 (9.09%)	Roane: 3/34 (8.82%)
Gilmer: 3/13 (23.08%)	Wirt: 3/7 (42.86%)
Kanawha: 45/269 (16.73%)	Wood: 21/101 (20.79%)

Of the 131 top alcohol crash-related roadway segments from CY 2017-2021, Kanawha County has the 2nd most roadway segments (12 with 459 alcohol-related crashes) and Wood County is tied for 6th most roadway segments with 5 (144 alcohol-related crashes). There were 3,432 alcohol-related crashes in Regions 1 and 3 from CY 2012 to 2021. Between 2016 and 2020, impaired driving was listed as a contributing factor for 21.5% of all roadway crashes statewide (WVDOH).

In CY 2021, there were a total of 590 DUI arrests in Region 1 and 126 in Region 3. Of those in Region 1, 504 DUI arrests were made in Kanawha County and a combined 86 in the remaining Region 1 counties (Calhoun, Clay, Gilmer, Ritchie, Roane, Wirt). In Region 1, 288 were drug-related or a combination of drugs and alcohol (48.81%). In Region 3, 17 were drug-related or a combination of drugs and alcohol (13.49%). Regions 1 and 3 have eight certified DREs.

Impaired Driving Enforcement patrols and checkpoints should be conducted primarily along the target locations listed below (based on crash data). Enforcement may be worked adjacent or parallel to these segments and the mile markers listed; smaller agencies may work these target locations if the road segments fall within their agency's jurisdiction, or if adjacent or parallel roadways to the target locations fall within their jurisdiction. The roadway segments below are listed from most crashes to least crashes (1st column, top to bottom, and so forth).

Kanawha County:

US 060	I 077	CR 049
US 119	I 064	CR 006/06
WV 061	WV 622	CR 003
WV 025	CR 021	CR 079/03

Wood County:

WV 014	WV 068
I 077	WV 047
US 050	

As can be seen by the roadway segments under the Speed Enforcement section, many of the same roadways are both speed and alcohol-related crash problem areas.

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Underage Alcohol Consumption/Sales: According to the WV Alcohol Beverage Control Administration, in CY 2022, the on-premise buy rate in Region 1 was 25.33%, while the off-premise buy rate was 13.16%. The on-premise buy rate in Region 3 was 25.00%, and the off-premise buy rate was 14.29%.

Region 1	On-Premise	Off-Premise	Region 1	On-Premise	Off-Premise
Calhoun	33.33%	0.00%	Ritchie	N/A%	N/A%
Clay	50.00%	9.09%	Roane	21.43%	4.55%
Gilmer	N/A%	N/A%	Wirt	N/A%	N/A%
Kanawha	22.95%	14.81%			

There are five colleges and universities within Regions 1 and 3: BridgeValley Community and Technical College (Kanawha and Fayette), Ohio Valley University (Wood), University of Charleston (Kanawha), West Virginia State University (Kanawha), West Virginia University – Parkersburg (Wood). All are members of the WV Collegiate Initiative to Advance Healthy Campus Communities (WVCIA), which is a statewide organization partially funded through the Region 5 GHSP grant. The organization proactively addresses collegiate use of alcohol and other drugs, and associated violence and mental health issues. Through the use of evidence-based strategies, the program promotes healthy campus environments through self-regulatory initiatives, information dissemination, public policy influence, cooperation with prevention partners, and technical assistance. With cooperation from various law enforcement agencies and local colleges and universities, as well as the WV Alcohol Beverage Control Administration and the WVCIA, Regions 1 and 3 will be able to effectively address underage drinking issues.

Distracted Driving: Regions 1 and 3 have two counties in the top 10 for pedestrian fatalities between 2012 and 2020 (WVDOH): Kanawha (1) and Wood (7). Pedestrian fatalities many times can be attributed to vehicles running red lights or stop signs, speed/aggressive driving, or distracted driving (and even distracted walking). While distracted driving-related data is minimal and under-reported, there is some data related to distracted driving-related crashes, injuries, and fatalities in WV. From CY 2012 through 2021, Kanawha County ranked 3rd for distracted driving-related fatalities, and 1st for distracted driving-related crashes and injuries in 2021 (WVDOH). Wood County ranked 11th in fatalities and 7th in crashes and injuries. Of note, Calhoun County ranked 6th in distracted driving-related fatalities (2012-2021) with 33.33% of their fatalities (3 of 9) relating to distracted driving.

Between FY 2020 and 2022, there were 156 texting citations and 801 cell phone citations written on grant-funded overtime in Region 1, with 6 texting citations and 17 cell phone citations written in Region 3. Distracted driving-related crashes across the nation are generally severely under-reported, so it is difficult to get a good indication from data whether distraction is a significant factor in crashes. With that being said, there is still some data listing distraction as a contributing factor in crashes in WV. Between 2016 and 2020, distracted driving was listed as a contributing factor for 6.4% of all roadway crashes statewide, (WVDOH). Nationwide, 3,522 people were killed in 2021 due to distracted driving and an estimated 362,415 people were injured in crashes involving distracted drivers from (NHTSA).

Work Zone: Between FY 2020 and 2022, there were 1,338 speed citations, as well as other miscellaneous citations, written in work zones in Region 1 (GHSP). Between 2016 and 2020, a work zone-related contributing factor was listed for 1.3% of all roadway fatalities statewide (WVDOH).

Miscellaneous: Region 1 will coordinate child passenger safety activities in Regions 1 and 3, as well as PI&E materials and educational events.

Participation in educational activities may occur, as opportunities arise and in the most effective way to assist the project in meeting its goals, as approved by the GHSP, if highway safety funds are requested.

Training may also be requested, if highway safety-relevant and approved beforehand by the GHSP, for law enforcement officers in Regions 1 and 3 to become more effective in enforcing laws and in other situations related to highway safety enforcement and education. Training may include, but not be limited to, DRE training, DUI enforcement training, occupant protection training, etc. The better trained and more comfortable LEOs are with enforcing the laws, the better they can be of assistance in reaching this project's goals.

Electronic citation-related equipment may be requested based on the need of the agencies in this grant.

Crashes, Injuries, Fatalities

Based on 2019/2020/2021 Averages

1. Reduce Highway Fatalities from 45 to 20.
2. Reduce the Fatality Rate per 100 million VMT from 3.33 to 1.66.
3. Reduce Ejections in fatal crashes from 8 to 2.
4. Reduce A&B Injuries from 656 to 550.
5. Reduce Total injuries from 2412 to 2000.
6. Reduce Total Crashes from 6759 to 6000.
7. Reduce Ejections in all crashes from 69 to 55.
8. Reduce Speeding-related fatalities from 12 to 6.
9. Reduce Motorcycle Fatalities from 5 to 0.
10. Reduce Un-helmeted Motorcycle Fatalities from 1 to 0.
11. Reduce Drivers aged 20 or younger involved in fatal crashes from 1 to 0.
12. Reduce Pedestrian fatalities from 7 to 2.

Alcohol-Related

1. Reduce Alcohol Related Fatalities from 7 to 3.
2. Reduce the Alcohol Related Fatality Rate from 18.8% to 8%.
3. Reduce Alcohol Related Crashes from 318 to 275.
4. Reduce Alcohol Related Injuries from 201 to 150.
5. Reduce the percentages of underage successful alcohol buys from 9.38 % to 0%.

Occupant Protection

1. Increase the seat belt usage at Scientific Survey sites from 89.6 % to 94 %.
2. Increase the percentage of Law Enforcement Agencies who participate in the Highway Safety Program to 50 %.
3. Oversee the correct installation of ALL Child Passenger Safety Seats & establish a minimum of one CPS Fitting station per county with advertised times.

Law Enforcement Overtime Activities

1. Decrease the hours per DUI arrest from FY22 13.35 per hour to 10 per Hour by the end of FY24.
2. Increase the participation of LE Agencies from FY22 9 to 14 agencies by the end of FY24.

Law Enforcement Overtime Activities – continued

3. Increase the participation of LE Officers from FY22 ⁵⁴_____ to ⁷⁰_____ officers by the end of FY24.
4. Increase the number of Occupant Protection Citations from FY22 from ¹¹⁶²_____ to ¹⁵⁰⁰_____ by the end of FY24.
5. Increase the number of Speeding Citations from FY22 ²⁰⁰⁴_____ to ²⁵⁰⁰_____ by the end of FY24.
6. Increase the number of Red Light Citations from FY22 ⁸⁸_____ to ¹¹⁰_____ by the end of FY24.
7. Increase the number of total Citations from FY22 ⁶²⁸⁸_____ to ⁷⁰⁰⁰_____ by the end of FY24.
8. Increase the number of sobriety checkpoints from FY22 ⁷_____ to ²⁰_____ by the end of FY24.
9. Increase the number of DUI Arrests from FY22 ³⁹_____ to ⁷⁰_____ by the end of FY24.

**GOVERNOR'S HIGHWAY SAFETY PROGRAM
STATE OF WEST VIRGINIA
DIVISION OF MOTOR VEHICLES**

Application Page – 3

REQUIRED ACTIVITIES

Each Regional Traffic Safety Program supported with GHSP funds is **required** to conduct the following activities within their assigned region:

COORDINATION / PROJECT DIRECTOR

1. The Project Director must successfully complete a NHTSA Project Management Class (Managing Highway Safety Programs).
2. Establish and maintain a Task Force of Highway Safety advocates and hold a minimum of three meetings per year. A list of members must be maintained on file in the Coordinator's office.
3. Establish and conduct a Regional Highway Safety Award/Recognition program.
4. Make face to face contact with **ALL** Law Enforcement agencies (Executive or designee) in the region's service area and secure Letters of Support and Cooperation. Documentation must be kept on file.
5. Develop and support one L.E.L. within **each** law enforcement agency.
6. Maintain a relationship with DMV Regional Offices and Metropolitan Planning Organizations (MPOs) in your area. Provide PI&E, face-to-face meetings, virtual meetings, etc.
7. Conduct or facilitate meaningful public engagement with underserved and/or overrepresented communities within the region, to elicit constructive feedback regarding highway safety programming.
8. Assist the GHSP with the following surveys:
 - i. Statewide Seat Belt Use Survey (June – every year)
 - ii. Other Surveys as needed/required
9. Obtain a signed Conditions and Assurances/Sub-Grantee Contract from all grant fund recipients.
10. Provide the GHSP with the following reports by the 20 of each month. *All listed reports are to cover the previous month (i.e., the report for June is due July 20), **except** for the calendar, which should be for the upcoming month (i.e., July calendar of events is due June 20).*
 - a. Monthly Activity Report
 - b. Data Report
 - c. CPS Installations
 - d. Media Report
 - e. Equipment Listing
 - f. Request for Reimbursement
 - g. Calendar of ***Upcoming*** Events
11. Complete a Sub-Grantee Risk Assessment Report on all Sub-Grantees by August 31.
12. Prepare and submit to the GHSP a detailed year-end Annual Report by the C.O.B. no later than November 1.

ALCOHOL AND OTHER DRUGS

1. In August and December, participate in the National Drive Sober or Get Pulled Over (DSOGPO) mobilizations, through enforcement and media/public awareness.

2. Participate in the state mobilization periods – Thanksgiving, Christmas/New Year's, WV Day, Fourth of July weekend, and Labor Day, through enforcement and media/public awareness. Each participating law enforcement agency shall conduct a minimum of four enforcement events during mobilizations.
3. Conduct at least one media activity per month. Each Coordinator shall attach a dollar value to earned media and track that value, as well as the number of people reached.
4. Conduct two age group activities per year.
5. Each Coordinator shall work with the GHSP LEL Office and the DRE Coordinator to facilitate training opportunities for Impaired Driving.
6. Each Coordinator shall ensure underage enforcement efforts are conducted at least once per quarter.
7. Develop and support a minimum one college PI&E activity per year.
8. Assist local law enforcement agencies in obtaining funding from the Commission on Drunk Driving Prevention (CDDP).
9. Complete/submit all DMV 314 Forms and follow up at the request of GHSP to ensure 100% submission.

OCCUPANT PROTECTION - OP

1. Participate in the May Click It or Ticket (CIOT) mobilization through enforcement and media/public awareness.
2. Participate in each of the three state Occupant Protection (OP) enforcement mobilizations (October, March, and August). Each participating law enforcement agency shall conduct a minimum of four enforcement events during mobilizations.
3. Conduct at least one media activity per month related to OP/seat belt use/seat belt enforcement activities. Each Coordinator shall attach a dollar value to earned media and track that value, as well as the number of people reached.
4. Conduct "spot check" non-scientific pre- and post-seat belt surveys for each mobilization to assess results of enforcement.
5. Obtain written seat belt use policies by all law enforcement agencies receiving federal highway safety funds and maintain on file in the Coordinator's office. These policies must be written and outline sanctions for non-compliance.
6. Conduct a minimum of four OP Informational Checkpoints (preferably one per each of the four CIOT mobilizations) per year.
7. The Coordinator must complete the 32-hour Child Passenger Safety (CPS) Technician course and remain current with certification.
8. Establish and maintain a minimum of three CPS fitting stations in the region, with a goal of at least one per county.
9. Maintain a list of current CPS Technicians in the region and increase the number of certified technicians in the region.
10. Conduct a minimum of four CPS clinics/events per year.
11. Conduct two age group-specific activities per year (i.e., visit Driver Education classes, High Schools, Middle Schools, Grade Schools).
12. Conduct two child safety seat classes or demonstrations (i.e., 1- 8 hours) to a captive audience (i.e., hospital, daycare, church, civic, etc.) per year.

13. Conduct PI&E and media events during Child Passenger Safety Week in September, including direct participation on Seat Check Saturday.
14. Conduct nighttime seat belt enforcement at least twice during each of the four CIOT mobilizations. Nighttime is considered 6:00 p.m. or after.
15. Encourage enforcement of seat belt laws during all enforcement efforts (DUI, speed, etc.).

MEDIA

1. Facilitate earned media for local, regional, and national highway safety activities.
2. Cooperate with the GHSP Public Information staff in statewide media campaigns.
3. Maintain a media file with all the activity generated by the Regional Program and report the activities to the GHSP Public Information Officer and GHSP Program Manager monthly. Share photographs and other media coverage of events with the GHSP for inclusion on social media pages/Highway Safety publications.
4. Conduct media buys in accordance with the GHSP Media Planning Guide.

TRAFFIC RECORDS

1. Support efforts to convert law enforcement agencies to electronic reporting.
2. Each Coordinator is to ensure their Region's section of the CDDP/Highway Safety database is maintained in a timely and accurate manner. All information is to be entered within one week after an activity has occurred and double checked for accuracy.
3. Upon request by the GHSP Director and/or staff, Coordinators are to facilitate the submission of fatality reports that have not been submitted or need corrected.

OTHER TRAFFIC SAFETY INITIATIVES

1. Conduct or facilitate at least one PI&E activity annually that incorporates topics on each of the following: ATV safety, roadside safety (Move Over law), older driver safety, pedestrian safety, bicycle safety, and commercial vehicle safety.
2. Participate in the August Target Red (red lights and stop signs) Campaign through enforcement and media activities. Pre- and post-enforcement surveys are required.
3. Conduct at least one PI&E/enforcement activity during each of the following: Back to School in August/September and School Bus Safety Week in October.
4. Conduct at least one Distracted Driving (cell phone/texting) enforcement activity per month.
5. Conduct or facilitate at least one activity/media event on Distracted Driving (cell phone/texting) per month. If the region owns a distracted driving simulator or has access to a distracted driving simulator, it is to be incorporated in at least one activity per month on average, with additional activities encouraged during Distracted Driving Month (April). If the Coordinator does not have access to a simulator, then another activity must be planned (i.e., work in conjunction with another Coordinator that does have a simulator).
6. Conduct a minimum of two speed/aggressive driving enforcement activities per month.

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
SAFE COMMUNITIES 402 Grantee: City of Charleston Budget Categories: F24-HS-08-402	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Salaries & Benefits			\$ 61,600.00	
Project Coordinator Salary	\$ 36,000.00			
Clerical Assistant*	\$ 25,600.00			
*(\$16.00/hour, up to 32 hours/week, up to 50 weeks/year)				
Travel & Conferences			\$ 6,000.00	
Coordinator Travel *prior notice must be provided to GHSP	\$ 3,000.00			
Non-Coordinator Travel *prior notice must be provided to GHSP	\$ 3,000.00			
Other Admin Expenditures			\$ 2,000.00	
Office Supplies/Printing/Postage	\$ 2,000.00			
MADD/SADD/Task Force Support			\$ 1,000.00	
Task Force Support/LE Meetings	\$ 1,000.00			
Banquets/Awards			\$ 5,000.00	
Regional Awards Banquet	\$ 5,000.00			
Enforcement			\$ 90,000.00	
Target Red Enforcement (April 1-15, 2024& August 1-15, 2024) *See Special Condition	\$ 10,000.00			
Speed Enforcement/Aggressive Driving Enforcement	\$ 60,000.00			
*see Page 2 Problem ID and Performance Goals for specific roadways to be worked				
Speed Enforcement Mobilization (July 12-28, 2024; Sept. 6-22 2024)	\$ 15,000.00			
*see Page 2 Problem ID and Performance Goals for specific roadways to be worked				
School Bus Safety Enforcement	\$ 5,000.00			
*To be used during National School Bus Safety Week, October 16-20, 2023, and Back to School in August/September 2024				
Police & Other Training			\$ 4,000.00	
Law Enforcement Training (non-alcohol)	\$ 4,000.00			
*pre-approved by GHSP				
Public Information & Education *pre-approved by GHSP			\$ 5,000.00	
Non-Alcohol PI&E	\$ 1,000.00			
High School/College Projects	\$ 4,000.00			
Paid Media *pre-approved by GHSP			\$ 30,000.00	
Non-Alcohol	\$ 20,000.00			
Distracted	\$ 10,000.00			
TOTAL PROJECT COSTS:	\$ 204,600.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 204,600.00	
TOTAL APPROVED PROJECT:			\$ 204,600.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
OCCUPANT PROTECTION 405b Grantee: City of Charleston Budget Categories: F24-HS-08-405b	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 50,000.00	
National CIOT May Mobilization (May 13-27, 2024)	\$ 12,000.00			
October CIOT Mini Mobilization (October 6-22, 2023)	\$ 7,000.00			
March CIOT Mini Mobilization (March 1-17, 2024)	\$ 7,000.00			
August CIOT Mini Mobilization (August 2-18, 2024)	\$ 7,000.00			
Seat Belt Enforcement Year-Round	\$ 10,000.00			
Seat Belt Checkpoints	\$ 7,000.00			
*Checkpoints during CIOT mobilizations, during nighttime hours, starting at 6pm				
*Must participate in all mini waves and May Mobilization.				
*Cannot use leftover funds from one wave for another wave without GHSP approval.				
Fitting Stations/CPS Recerts/Clinics			\$ 8,000.00	
Fitting Station Supplies	\$ 1,500.00			
CPS Clinics/Booths/Events Overtime	\$ 1,500.00			
CPS Certifications/Recertifications	\$ 3,000.00			
CPST Certification Course	\$ 2,000.00			
Child Safety Seats	\$ 3,000.00		\$ 3,000.00	
 National CPS Week: September 15-21, 2024 National Seat Check Saturday: September 21, 2024				
TOTAL PROJECT COSTS:	\$ 61,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 61,000.00	
TOTAL APPROVED PROJECT:			\$ 61,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
TRAFFIC SAFETY DATA SYSTEMS 405c Grantee: City of Charleston Budget Categories: F24-HS-08-405c	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Equipment & Software Electronic Submission Equipment *pre-approved by GHSP	\$ 30,000.00		\$ 30,000.00	DA24-01-08
TOTAL PROJECT COSTS:	\$ 30,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 30,000.00	
TOTAL APPROVED PROJECT:			\$ 30,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
IMPAIRED DRIVING 405d Grantee: City of Charleston Budget Categories: F24-HS-08-405d	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 115,000.00	HV24-01-08
DUI Enforcement	\$ 60,000.00			
DUI Checkpoints	\$ 35,000.00			
*enforcement from 8pm to 4am only, unless pre-approved by GHSP				
*see Page 2 Problem ID and Performance Goals for specific roadways to be worked				
*At least one-half of all checkpoints must be during				
Underage Alcohol Enforcement	\$ 10,000.00			
DRE Enforcement	\$ 5,000.00			
DUI Trailer OT (to work trailer for other agencies)	\$ 5,000.00			
*Prior notice must be provided to GHSP				
Police & Other Training			\$ 5,000.00	TR24-07-08
Impaired Driving Training	\$ 5,000.00			
*pre-approved by GHSP				
Public Information & Education			\$ 1,000.00	OT24-10-08
High School/College Projects/PI&E	\$ 1,000.00			
MADD/SADD/Task Force Support *pre-approved by GHSP			\$ 1,000.00	OT24-10-08
MADD/SADD Support	\$ 1,000.00			
Paid Media *pre-approved by GHSP			\$ 25,000.00	PM24-06-08
Impaired Driving	\$ 25,000.00			
December 13, 2023 –January 1, 2024 - DSOGPO National Enforcement Mobilization				
August 16 –September 2, 2023- DSOGPO National Enforcement Mobilization				
Thanksgiving November 22-26, 2023), West Virginia Day (June 19-23, 2024) and the Fourth of July weekend (July 3-7, 2024) - State Mobilizations				
TOTAL PROJECT COSTS:	\$ 147,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 147,000.00	
TOTAL APPROVED PROJECT:			\$ 147,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
DISTRACTED DRIVING 405e Grantee: City of Charleston Budget Categories: F24-HS-08-405e	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement			\$ 40,000.00	DD24-30-08
Distracted Driving Enforcement Year-Round	\$ 25,000.00			
Distracted Driving Enforcement - April 2024	\$ 15,000.00			
*Distracted Driving Month is April 2024				
Paid Media *pre-approved by GHSP			\$ 20,000.00	PM24-06-08
Distracted Driving	\$ 20,000.00			
Equipment			\$ 15,000.00	DE24-16-08
Distracted Driving Simulator	\$ 15,000.00			
TOTAL PROJECT COSTS:	\$ 75,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 75,000.00	
TOTAL APPROVED PROJECT:			\$ 75,000.00	

GOVERNOR'S HIGHWAY SAFETY PROGRAM West Virginia Division of Motor Vehicles STATE OF WEST VIRGINIA		FISCAL SUMMARY Page 4		
DIV OF HIGHWAYS-WORK ZONE Grantee: City of Charleston Budget Categories: F24-HS-08-DOHWZ	Estimated Project Costs	Local Funds [Match]	Federal Funds Approved	Highway Safety Account #:
Enforcement Work Zone Enforcement *pre-approved by GHSP; see Special Conditions	\$ 20,000.00		\$ 20,000.00	WZ24-01-08
TOTAL PROJECT COSTS:	\$ 20,000.00			
TOTAL LOCAL FUNDS:		\$ -	\$ -	
TOTAL FEDERAL FUNDS:			\$ 20,000.00	
TOTAL APPROVED PROJECT:			\$ 20,000.00	

Resolution No. 879-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 879-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$56,000 and administer any funds awarded. These funds will provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers (PRO) assigned to West Side Middle School and Capitol High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$56,000 and administer any funds awarded. These funds will provide partial salary reimbursement for two of the Charleston Police Department Prevention Resource Officers (PRO) assigned to West Side Middle School and Capitol High School. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed by the police department's salary and wage budget.

Resolution No. 880-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 880-23 - Authorizing the Mayor or City Manager to enter into a Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capitol High School and George Washington High School.

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 Memorandum of Understanding with the Kanawha County Board of Education for continued placement of three Prevention Resource Officers at schools in Charleston – West Side Middle School, Capitol High School and George Washington High School.

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

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

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

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

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

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

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

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

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

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

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

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

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

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

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

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

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

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

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

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

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

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2023, through the 30th day of June 2024.

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

SECTION 4. TERMINATION

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

SECTION 5. INVALID PROVISION

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. ASSIGNMENT

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

SECTION 8. NO WAIVER

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

SECTION 9. COMPLETE AGREEMENT

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

SECTION 10. CHOICE OF LAW

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

SECTION 11. NOTICES

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

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

Date

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

Date

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

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

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

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

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

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

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

SECTION 1. DUTIES AND RESPONSIBILITIES OF GRANTEE

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

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

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

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

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

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

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

- a. To perform law enforcement functions within the school setting.
- b. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- c. To foster a better understanding of the law enforcement function.
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- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
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- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

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

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

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The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

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

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

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2023, through the 30th day of June 2024.

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

SECTION 4. TERMINATION

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

SECTION 5. INVALID PROVISION

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. ASSIGNMENT

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

SECTION 8. NO WAIVER

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

SECTION 9. COMPLETE AGREEMENT

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

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

SECTION 11. NOTICES

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

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

Date

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

Date

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

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023 by and between the City of Charleston (hereinafter referred to as "GRANTEE" and the Kanawha County Board of Education, West Virginia hereinafter referred to as "BOARD".)

WITNESSETH

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

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

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

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

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

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- e. To provide information about crime prevention.
- f. To provide assistance and support for crime victims identified with the school setting.
- g. To promote positive relations between students and law enforcement officers.
- h. To enhance knowledge of the fundamental concept and structure of law.
- i. To be familiar with confidentiality requirements.

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

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

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

The following Section may change per grantee:

SECTION 2. DUTIES AND RESPONSIBILITIES OF BOARD

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

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

The following Section may change per grantee:

SECTION 3. TERM OF AGREEMENT

3.01 This agreement shall be made for a 12-month term beginning the 1st day of July 2023, through the 30th day of June 2024.

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

SECTION 4. TERMINATION

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

SECTION 5. INVALID PROVISION

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

SECTION 6. INDEMNIFICATION

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

SECTION 7. ASSIGNMENT

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

SECTION 8. NO WAIVER

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

SECTION 9. COMPLETE AGREEMENT

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

SECTION 10. CHOICE OF LAW

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

SECTION 11. NOTICES

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

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

Date

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

Date

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

Resolution No. 881-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 881-23 - Authorizing the Mayor or City Manager to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

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

That the Mayor or City Manager is authorized to submit a grant application to the Division of Administrative Services Justice and Community Services Division in the amount of \$112,000 and administer any funds awarded. These funds will provide partial salary reimbursement for four members of the Metropolitan Drug Enforcement Network Team (MDENT) from Charleston, Nitro, St. Albans and South Charleston Police Departments. There is a 25% required match that will be met by the un-reimbursed officer salary portion absorbed into each of those city's police salary and wage budgets.

Resolution No. 882-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 882-23 - Authorizing the Mayor or City Manager to enter into a three-year agreement with DC Elevator Company, Inc. for annual maintenance of elevators in four of the City of Charleston's parking garages, where the total amount of the three-year agreement is \$90,720, plus overtime callout service as needed at \$134.43 per hour, and where the vendor and price were determined through a competitive bidding process.

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 three-year agreement with DC Elevator Company, Inc. for annual maintenance of elevators in four of the City of Charleston's parking garages, where the total amount of the three-year agreement is \$90,720, plus overtime callout service as needed at \$134.43 per hour, and where the vendor and price were determined through a competitive bidding process.

		DC Elevator Company Inc		TK Elevator	
Item	Quantity	Price	Extension	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)					
Annual Maintenance Agreement - Per Year	3.00	\$30,240.00	\$90,720.00	\$35,400.00	\$106,200.00
Overtime Call Out Service - Per Hour	1.00	\$134.43	\$134.43	\$600.00	\$600.00
2 Items	Totals				
Local Vendor Preference		(\$4,536)	\$86,166	(\$5,310)	\$100,890

Resolution No. 883-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 883-23 - Authorizing the Mayor or City Manager to enter into an Easement
2 Agreement with Goodwill Industries of Kanawha Valley, Inc. for pedestrian access to the
3 concrete sidewalk located between 505 Leon Sullivan Way and 507 Leon Sullivan Way.

4
5 Be it Resolved by the Council of the City of Charleston, West Virginia:

6
7 That the Mayor or City Manager is hereby authorized to enter into an Easement Agreement
8 with Goodwill Industries of Kanawha Valley, Inc. for pedestrian access to the concrete sidewalk
9 located between 505 Leon Sullivan Way and 507 Leon Sullivan Way.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**"), dated as of the [DAY] day of [MONTH], 2023 (the "**Effective Date**"), is entered into between the **CITY OF CHARLESTON**, a West Virginia municipal corporation (hereinafter, the "**Grantor**"), having an address at 501 Virginia Street, East, Charleston, West Virginia 25301 and **GOODWILL INDUSTRIES OF KANAWHA VALLEY, INC.**, a West Virginia nonprofit corporation (hereinafter, the "**Grantee**"), having an address at 215 Virginia Street West Charleston, WV 25302, (collectively, the "**Parties**" and each a "**Party**").

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that certain Ground Lease Agreement, dated May 31, 2023, including a Corrective Memorandum of Lease which is of record in the office of the Clerk of the County Commission of Kanawha County, West Virginia in Lease Book _____, at page _____ (the "**Lease**"), whereby Grantor leased that certain premises situated in Kanawha County, West Virginia, consisting of approximately 0.109 acres of land located at 507 Leon Sullivan Way, Charleston, West Virginia 25302 (the "**Premises**"); and

WHEREAS, Grantor is willing to grant to Grantee an easement for pedestrian access to the concrete sidewalk located between the Premises and the two-story brick building, owned by the Grantor, located at 505 Leon Sullivan Way, as is more particularly described on Exhibit A incorporated herein by reference (the "**Easement Area**");

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys to Grantee, its heirs, legal representatives, successors, and assigns, and to any future lessor of the Premises, a non-exclusive pedestrian access easement (the "**Easement**") in, under, upon, about, over, and through the Easement Area, for the benefit of Grantee.
2. Term. This Agreement and all rights granted herein shall terminate automatically, and the Easement shall automatically revert to Grantor, upon the expiration or termination of the Lease.
3. Use. Grantee may use the easement for pedestrian access to the Premises.
4. Reservation of Rights. All right, title, and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor.
5. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to make the within grant of Easement to Grantee; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the terms hereof; and (c) Grantee's easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.
6. Relocation. Grantor or Grantee may relocate the Easement if prior written consent is obtained from the non-requesting party, which consent may not be unreasonably withheld. If either party

desires to relocate the Easement and/or Easement Area, such party shall send a request to relocate the Easement and/or Easement Area, in writing, to the other party. The non-requesting party shall respond to such request to relocate, in writing, within thirty (30) days of receiving such relocation request. If the parties agree to relocate the Easement and/or Easement Area, then this Agreement shall be amended to reflect same. Both Grantor and Grantee, hereby acknowledge and agree that the party requesting the relocation shall be responsible for all the costs and expenses, including reasonable attorneys' fees of the other party, incurred in connection with relocating the Easement and/or Easement Area.

7. Grantor's Use of Property. Grantor reserves the right to use the Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement.

8. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

9. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

10. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WEST VIRGINIA. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF WEST VIRGINIA, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

11. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than thirty (30) days after the date hereof.

12. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

13. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

GRANTOR:

CITY OF CHARLESTON

By: _____

Name: Amy Shuler Goodwin

Title: Mayor

GRANTEE:

**GOODWILL INDUSTRIES OF KANAWHA
VALLEY, INC.**

By: _____

Name: Daniel Owen

Title: CEO and President

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

LEGAL DESCRIPTION 5' WIDE JOINT ACCESS EASEMENT

Being an easement 5 feet wide centered on the division line of the City of Charleston 0.266 acre (Lot A) and 0.109 acre (Lot B) parcels resulting from the division of a 0.375 acre tract recorded in Deed Book 2205 page 92, a more particular description being made as follows:

Beginning at a Magnail set in the center of a 5' wide walk and in the northerly right of w line of Leon Sullivan Way marking a corner to the aforementioned parcels, thence;

with the line of said right of way S 49°53'56" W a distance of 2.5 feet to a point, thence;

leaving the line of Leon Sullivan Way and with a line parallel to and 2.5 feet equidistant from said division line N 43°27'04" W a distance of 58.69 feet to a point in the southerly line of a 15 foot wide alley, thence;

with the line of said alley N 49°00'00" E crossing a 5/8" rebar pin marking a corner to Lots "A" & "B" at 2.50 feet and continuing for a total distance of 5.00 feet to a point, thence;

leaving the right of way line of the alley and with a line parallel to and 2.50 feet northeasterly of said division line S 43°27'04" E a distance of 58.76 feet to a point in the right of way line of Leon Sullivan Way, thence;

with the right of way line of Leon Sullivan Way S 49°53'56" W a distance of 2.50 feet to the beginning.

Resolution No. 884-23

Introduced in Council:

Adopted by Council:

September 18, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 884-23 - Authorizing approval of Amendment No. 3 of the FY 2023-2024 General
- 2 Fund Budget as indicated on the attached list of accounts.
- 3
- 4 Be it Resolved by the Council of the City of Charleston, West Virginia:
- 5
- 6 That Amendment No. 3 of the FY 2023-2024 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2023-2024 Budget Amendment No. 3 - September 18, 2023

Revenues and Fund Balances

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
Net Increase/(Decrease) to Revenues				-	-

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 699 00 000 5 598	Contingency	Contingency	336,432	(52,466)	283,966
001 566 00 000 1 103	Public Works	Salaries & Wages	199,495	37,044	236,539
001 566 00 000 1 104	Public Works	FICA	15,261	2,834	18,095
001 566 00 000 1 105	Public Works	Medical & Life Insurance	26,858	8,956	35,814
001 566 00 000 1 106	Public Works	PERS	17,955	3,334	21,289
001 566 00 000 1 111	Public Works	Dental & Optical Insurance	1,458	486	1,944
001 566 00 000 1 112	Public Works	Employee Insurance Cont.	(3,375)	(1,125)	(4,500)
001 566 00 000 2 226	Public Works	Insurance - WC & UC	2,811	937	3,748
Net Increase/(Decrease) to Expenditures				-	

Description:

To create a new position Administrative Assistant I (N-OT/109) in Public Works to assist with Public Grounds.

CITY OF CHARLESTON
Payroll Variance Analysis
August 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	24,476	24,512	(36)	-0.15%	48,953	49,025	(72)	-0.15%	318,192	269,167
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,476	24,512	(36)	-0.15%	48,953	49,025	(72)	-0.15%	318,192	269,167
Mayor - CARE Office	409-02	Regular	9,400	9,400	0	0.00%	18,800	24,767	(5,967)	-31.74%	122,202	97,435
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	9,400	9,400	0	0.00%	18,800	24,767	(5,967)	-31.74%	122,202	97,435
City Council	410	Regular	13,000	11,750	1,250	9.62%	26,000	22,250	3,750	14.42%	169,000	146,750
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	11,750	1,250	9.62%	26,000	22,250	3,750	14.42%	169,000	146,750
City Manager - Admin.	412-00	Regular	45,609	41,689	3,920	8.59%	91,218	83,282	7,936	8.70%	592,914	509,632
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,609	41,689	3,920	8.59%	91,218	83,282	7,936	8.70%	592,914	509,632
City Treasurer	413	Regular	10,645	10,058	587	5.52%	21,290	20,067	1,223	5.74%	138,384	118,317
		IPT	923	1,078	(155)	-16.78%	1,846	1,639	207	11.22%	12,000	10,361
		OT	-	-	-		-	-	-		-	-
		Total	11,568	11,136	432	3.74%	23,136	21,706	1,430	6.18%	150,384	128,678
City Collector	414	Regular	62,230	58,066	4,164	6.69%	124,460	116,141	8,319	6.68%	808,987	692,846
		IPT	-	-	-		-	-	-		-	-
		OT	-	11	(11)		-	16	(16)		-	(16)
		Total	62,230	58,077	4,153	6.67%	124,460	116,157	8,303	6.67%	808,987	692,830
City Clerk	415	Regular	10,444	10,444	0	0.00%	20,888	20,840	48	0.23%	135,774	114,934
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,444	10,444	0	0.00%	20,888	20,840	48	0.23%	135,774	114,934
Municipal Court	416	Regular	25,067	24,075	992	3.96%	50,135	46,794	3,341	6.66%	325,875	279,081
		IPT	1,385	1,433	(48)	-3.48%	2,769	2,076	693	25.02%	18,000	15,924
		OT	2,052	1,369	683	33.27%	4,104	2,000	2,104	51.28%	26,675	24,675
		Total	28,504	26,877	1,627	5.71%	57,008	50,869	6,138	10.77%	370,550	319,681

CITY OF CHARLESTON
Payroll Variance Analysis
August 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
City Attorney	417	Regular	30,558	30,558	(0)	0.00%	61,117	61,117	(0)	0.00%	397,259	336,142
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,558	30,558	(0)	0.00%	61,117	61,117	(0)	0.00%	397,259	336,142
Accounting	418	Regular	22,601	22,126	475	2.10%	45,202	44,582	620	1.37%	293,815	249,233
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	22,601	22,126	475	2.10%	45,202	44,582	620	1.37%	293,815	249,233
Engineering - General	420-00	Regular	39,084	39,641	(557)	-1.42%	78,168	79,241	(1,073)	-1.37%	508,092	428,851
		IPT	769	-	769		1,538	-	1,538		10,000	10,000
		OT	-	-	-		-	-	-		-	-
		Total	39,853	39,641	213	0.53%	79,706	79,241	465	0.58%	518,092	438,851
Engineering - Stormwater	420-01	Regular	10,951	10,951	(0)	0.00%	21,903	21,903	(0)	0.00%	142,368	120,465
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,951	10,951	(0)	0.00%	21,903	21,903	(0)	0.00%	142,368	120,465
MOECD	421	Regular	30,945	27,487	3,457	11.17%	61,890	54,853	7,037	11.37%	402,284	347,431
		IPT	36,000	32,924	3,076	8.55%	72,000	69,832	2,168	3.01%	120,000	(50,168)
		OT	-	630	(630)		-	630	(630)		-	(630)
		Total	66,945	61,041	5,904	8.82%	133,890	125,316	8,574	6.40%	522,284	296,633
Human Resources	422	Regular	30,284	30,884	(601)	-1.98%	60,567	61,107	(539)	-0.89%	393,688	332,581
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,284	30,884	(601)	-1.98%	60,567	61,107	(539)	-0.89%	393,688	332,581
Mail Room	431	Regular	2,531	2,611	(80)	-3.16%	5,062	5,107	(45)	-0.88%	32,906	27,799
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	2,531	2,611	(80)	-3.16%	5,062	5,107	(45)	-0.88%	32,906	27,799
Building Commission	436	Regular	54,672	43,773	10,899	19.94%	109,344	91,121	18,223	16.67%	710,734	619,613
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	54,672	43,773	10,899	19.94%	109,344	91,121	18,223	16.67%	710,734	619,613

CITY OF CHARLESTON
Payroll Variance Analysis
August 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Planning	437	Regular	37,342	36,652	689	1.85%	74,684	74,643	41	0.06%	485,445	410,802
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	37,342	36,652	689	1.85%	74,684	74,643	41	0.06%	485,445	410,802
Information Systems	439	Regular	41,592	33,735	7,856	18.89%	83,183	67,271	15,912	19.13%	540,690	473,419
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	41,592	33,735	7,856	18.89%	83,183	67,271	15,912	19.13%	540,690	473,419
General Services	440	Regular	34,676	34,857	(181)	-0.52%	69,352	70,659	(1,307)	-1.88%	450,786	380,127
		IPT	769	-	769	100.00%	1,538	-	1,538	100.00%	10,000	10,000
		OT	5,837	10,697	(4,859)	-83.24%	11,675	19,109	(7,435)	-63.68%	75,886	56,777
		Total	41,282	45,554	(4,271)	-10.35%	82,565	89,768	(7,203)	-8.72%	536,672	446,904
Constituent Services	442-01	Regular	16,976	17,098	(122)	-0.72%	33,953	34,060	(107)	-0.32%	220,692	186,632
		IPT	1,800	-	1,800	100.00%	3,600	-	3,600	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
		Total	18,776	17,098	1,678	8.94%	37,553	34,060	3,493	9.30%	244,092	210,032
Morris Square Property	500	Regular	5,252	5,260	(8)	-0.15%	10,504	10,536	(32)	-0.31%	68,276	57,740
		IPT	-	-	-		-	-	-		-	-
		OT	154	339	(186)	-120.58%	308	339	(32)	-10.29%	2,000	1,661
		Total	5,406	5,599	(193)	-3.57%	10,812	10,876	(64)	-0.59%	70,276	59,400
Public Works	566	Regular	14,961	14,961	0	0.00%	29,922	30,622	(699)	-2.34%	194,495	163,873
		IPT	-	-	-		-	-	-		-	-
		OT	385	861	(476)	-123.74%	769	1,407	(638)	-82.93%	5,000	3,593
		Total	15,346	15,822	(476)	-3.10%	30,692	32,029	(1,337)	-4.36%	199,495	167,466
Public Grounds - Adm.	567-00	Regular	70,637	59,841	10,796	15.28%	141,274	119,753	21,521	15.23%	918,278	798,525
		IPT	-	-	-		-	-	-		-	-
		OT	2,122	5,169	(3,047)	-143.55%	4,245	10,123	(5,878)	-138.49%	27,590	17,467
		Total	72,759	65,010	7,749	10.65%	145,518	129,876	15,642	10.75%	945,868	815,992
Public Grounds - C/T	567-01	Regular	5,740	6,639	(900)	-15.68%	11,479	13,882	(2,402)	-20.93%	74,616	60,734
		IPT	-	-	-		-	-	-		-	-
		OT	368	1,670	(1,302)	-353.44%	737	1,923	(1,187)	-100.00%	4,788	2,865
		Total	6,108	8,310	(2,202)	-36.04%	12,216	15,805	(3,589)	-29.38%	79,404	63,599

CITY OF CHARLESTON
Payroll Variance Analysis
August 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	740,565	709,916	30,649	4.14%	1,481,131	1,459,874	21,256	1.44%	9,627,349	8,167,475
		OT	185,330	224,434	(39,104)	-21.10%	430,295	519,323	(89,028)	-20.69%	2,687,584	2,168,261
		Reimb.	(3,077)	-	(3,077)	-100.00%	(6,154)	(3,910)	(2,244)	-36.46%	(40,000)	(36,090)
		Total	922,818	934,349	(11,532)	-1.25%	1,905,272	1,975,287	(70,015)	-3.67%	12,274,933	10,299,646
Police - Civilian	700-01	Regular	69,141	66,087	3,054	4.42%	138,282	134,813	3,469	2.51%	898,835	764,022
		IPT	3,846	800	3,046	79.20%	7,692	1,360	6,332	82.32%	50,000	48,640
		OT	7,794	5,896	1,898	24.35%	15,588	12,885	2,702	17.34%	101,319	88,434
		Total	80,781	72,783	7,998	9.90%	161,562	149,059	12,504	7.74%	1,050,154	901,095
Fire - Uniform	706-00	Regular	650,543	668,473	(17,930)	-2.76%	1,556,052	1,714,544	(158,492)	-10.19%	9,646,900	7,932,356
		OT	104,241	73,898	30,343	29.11%	297,328	133,196	164,132	55.20%	1,769,746	1,636,550
		Reimb.	(923)	-	(923)	-100.00%	(1,846)	(5,535)	3,689	199.81%	(12,000)	(6,465)
		Total	753,861	742,371	11,490	1.52%	1,851,533	1,842,205	9,329	0.50%	11,404,646	9,562,441
Fire - Civilian	706-01	Regular	7,356	5,721	1,635	22.22%	14,712	10,120	4,591	31.21%	95,625	85,505
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	231	-	231	-	462	-	462	-	3,000	3,000
		Total	7,587	5,721	1,865	24.59%	15,173	10,120	5,053	33.30%	98,625	88,505
Traffic	712	Regular	34,698	35,680	(982)	-2.83%	69,396	73,108	(3,712)	-5.35%	451,073	377,965
		IPT	385	-	385	100.00%	769	-	769	100.00%	5,000	5,000
		OT	1,006	904	103	10.23%	2,013	10,024	(8,011)	-397.99%	13,084	3,060
		Total	36,089	36,584	(495)	-1.37%	72,178	83,132	(10,954)	-15.18%	469,157	386,025
Emergency Services	716	Regular	6,438	-	6,438	100.00%	12,877	-	12,877	100.00%	83,699	83,699
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	-	-	-	-	-	-	-	-	-	-
		Total	6,438	-	6,438	100.00%	12,877	-	12,877	100.00%	83,699	83,699
Street	750	Regular	197,910	165,556	32,354	16.35%	395,820	328,820	67,000	16.93%	2,572,831	2,244,011
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	16,331	26,912	(10,581)	-64.79%	32,662	58,599	(25,937)	-79.41%	284,304	225,705
		Total	214,241	192,468	21,774	10.16%	428,482	387,419	41,063	9.58%	2,857,135	2,469,716
Equipment Maintenance	754	Regular	60,033	63,955	(3,922)	-6.53%	120,066	123,402	(3,336)	-2.78%	780,429	657,027
		IPT	-	-	-	-	-	-	-	-	-	-
		OT	4,791	2,527	2,264	47.25%	9,582	4,823	4,760	49.67%	62,286	57,463
		Total	64,824	66,482	(1,658)	-2.56%	129,648	128,225	1,423	1.10%	842,715	714,490

CITY OF CHARLESTON
Payroll Variance Analysis
August 2022

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Refuse & Recycling	800	Regular	173,022	168,554	4,468	2.58%	346,044	358,724	(12,680)	-3.66%	2,249,283	1,890,559
		IPT	-	-	-		-	-	-		-	-
		OT	20,761	13,971	6,790	32.70%	41,521	39,142	2,380	5.73%	269,888	230,746
		Total	193,782	182,525	11,258	5.81%	387,565	397,865	(10,300)	-2.66%	2,519,171	2,121,306
Parks & Recreation	900	Regular	98,799	87,383	11,416	11.55%	197,597	187,616	9,981	5.05%	1,284,383	1,096,767
		IPT	64,400	56,360	8,040	12.48%	141,680	119,888	21,792	15.38%	322,000	202,112
		OT	4,635	11,880	(7,245)	-156.30%	9,271	31,872	(22,601)	-243.79%	60,259	28,387
		Total	167,834	155,623	12,211	7.28%	348,548	339,376	9,172	2.63%	1,666,642	1,327,266
Public Arts	906	Regular	4,408	4,408	(0)	0.00%	8,817	8,817	(0)	0.00%	57,309	48,492
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,408	4,408	(0)	0.00%	8,817	8,817	(0)	0.00%	57,309	48,492
Spring Hill Cemetery	952	Regular	28,742	28,223	519	1.81%	57,484	53,725	3,759	6.54%	373,649	319,924
		IPT	-	-	-	#DIV/0!	-	-	-	#DIV/0!	-	-
		OT	889	368	521	58.64%	1,778	419	1,359	76.43%	11,557	11,138
		Total	29,631	28,591	1,040	3.51%	59,262	54,144	5,118	8.64%	385,206	331,062
General Fund		Regular	2,721,329	2,611,026	110,303	4.05%	5,697,624	5,677,185	20,439	0.36%	36,567,117	30,889,932
		IPT	110,277	92,594	17,683	16.03%	233,434	194,795	38,638	16.55%	570,400	275,269
		OT	356,927	381,535	(24,608)	-6.89%	862,336	845,831	16,505	1.91%	5,404,966	4,559,135
		Reimb.	(4,000)	-	(4,000)	-100.00%	(8,000)	(9,445)	1,445	18.06%	(52,000)	(42,555)
		Total	3,184,533	3,085,156	99,377	3.12%	6,785,393	6,708,366	77,028	1.14%	42,490,483	35,681,782

CITY OF CHARLESTON
Payroll Variance Analysis
August 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	3,414	-	3,414	100.00%	6,828	-	6,828	100.00%	44,385	44,385
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,414	-	3,414	100.00%	6,828	-	6,828	100.00%	44,385	44,385
CARE Fund	409-02	Regular	24,938	24,927	12	0.05%	49,877	43,590	6,287	12.60%	324,200	280,610
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,938	24,927	12	0.05%	49,877	43,590	6,287	12.60%	324,200	280,610
Coliseum & Conv. Center	910	Regular	55,649	48,619	7,030	12.63%	111,298	98,766	12,532	11.26%	723,438	624,672
		IPT	-	-	-		-	-	-		-	-
		OT	2,308	422	1,886	81.72%	4,615	2,012	2,603	56.40%	30,000	27,988
		Total	57,957	49,041	8,915	15.38%	115,914	100,779	15,135	13.06%	753,438	652,659
Parking System	571	Regular	59,585	59,983	(398)	-0.67%	119,170	119,299	(129)	-0.11%	774,603	655,304
		IPT	3,923	2,965	958	24.41%	7,846	5,922	1,924	24.52%	51,000	45,078
		OT	1,692	2,041	(349)	-20.63%	3,385	6,169	(2,785)	-82.28%	22,000	15,831
		Total	65,200	64,989	211	0.32%	130,400	131,390	(990)	-0.76%	847,603	716,213
Total		Regular	2,864,916	2,744,555	113,331	3.96%	5,984,797	5,938,840	45,957	0.77%	37,710,305	31,771,465
		IPT	114,200	95,559	18,641	16.32%	241,280	200,717	40,563	16.81%	621,400	420,683
		OT	360,927	383,998	(24,957)	-6.91%	870,336	854,012	16,324	1.88%	5,426,966	4,572,954
		Reimb.	(4,000)	-	(4,000)	100.00%	(8,000)	(9,445)	1,445	-18.06%	(52,000)	(42,555)
		Total	3,336,043	3,224,113	103,014	3.09%	7,088,413	6,984,124	104,288	1.47%	43,706,671	36,722,547

Vacancy Report:

City Manager	1	BID	1
City Collector	1	CCCC	2
Municipal Court	1	Parking	1
MOECD	1	Total All	47
Building Commissioner	1		
Information Systems	2		
Public Works (all)	16		
Police - Uniform	8		
Police - Civilian	1		
Fire - Uniform	6		
Homeland Security	1		
Parks & Rec	4		
Total General Fund	43		

**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: Tuesday, September 5, 2023
RE: August 2023 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1514.00

Criminal Violations: 191
Traffic Violations: 1,323
Parking:
Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): \$646.00

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
Andrew Workman, Mayor's Office

CHARLESTON MUNICIPAL COURT
 Report For August 1, 2023 Thru August 31, 2023
 Page: 1
 FILEDST

 Violations by Filed Date...

TRAFFIC	1,323	
CRIMINAL	191	
Total Filed Violations		1,514

 Completed Cases...

Paid Fine...

TRAFFIC	285	
CRIMINAL	7	
Total Paid Fines		292

Before Judge...

TRAFFIC	5	
CRIMINAL	1	
Total Before Judge		6

Total Completed		298
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 Other Completed...

DISMISS- OFFICER NOT WITH CITY

TRAFFIC	0	
CRIMINAL	4	
Total		4

DISMISSED (BY COMPLAINANT)

TRAFFIC	0	
CRIMINAL	1	
Total		1

DISMISSED OFFICER FAIL TO PROS

TRAFFIC	5	
CRIMINAL	10	
Total		15

DISMISSED (PRESENTED INSURANCE)

TRAFFIC	112	
CRIMINAL	0	
Total		112

DISMISSED (BY JUDGE'S ORDER)_

TRAFFIC	1	
CRIMINAL	0	
Total		1

DISMISSED E-PROOF

TRAFFIC	6	
CRIMINAL	0	

CHARLESTON MUNICIPAL COURT

Report For August 1, 2023 Thru August 31, 2023 Page: 2
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Total 6

DISMISSED (PRESENTED DL)

TRAFFIC	22				
CRIMINAL	0				
Total				22	

DISMISSED STORE CLOSED

TRAFFIC	0				
CRIMINAL	2				
Total				2	

DISMISSED OFF FAIL TO PROV VIN

TRAFFIC	16				
CRIMINAL	0				
Total				16	

DISMISSED (PROSECUTOR'S ORDER)

TRAFFIC	43				
CRIMINAL	18				
Total				61	

Dismissed at Officers Request

TRAFFIC	52				
CRIMINAL	4				
Total				56	

DISMISSED PRESENTED RECORDS

TRAFFIC	410				
CRIMINAL	1				
Total				411	

DISMISSED AFTER PT DIVERSION

TRAFFIC	24				
CRIMINAL	47				
Total				71	

Dismissed Pursuant to Plea

TRAFFIC	49				
CRIMINAL	31				
Total				80	

DISMISSED VICTIM/WITNESS FTA

TRAFFIC	1				
CRIMINAL	6				
Total				7	

DISMISSED WITHOUT PREJUDICE

TRAFFIC	3				
CRIMINAL	3				
Total				6	

VOIDED DOCKET

TRAFFIC	11				
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CHARLESTON MUNICIPAL COURT
 Report For August 1, 2023 Thru August 31, 2023 Page: 3
 FILEDST

CRIMINAL	0	
Total		11
Total Other Completed		882
Grand Total Completed		1,180
Net Difference Filed/Complete		334

Warrants...

Issued...		
TRAFFIC	41	
CRIMINAL	106	
Total Violations		147
Total Warrants Issued		147
Cleared...		
TRAFFIC	36	
CRIMINAL	116	
Total Violations		152
Total Warrants Cleared		152
Change in Total Warrants		5-

Other Paid Cases...

Paid Fine...		
Total Other Paid Fines		137

FINE FINE	\$17,252.00
LAWFND LAW ENFORCE. TRAIN STATE	\$3,220.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,291.00
CVC CRIME VICTIM'S FUND	\$2,214.00
ADMIN ADMINISTRATIVE COST	\$554.00
JAILF REGIONAL JAIL CORR.	\$11,010.00
REST RESTITUTION	\$646.00
CCF COMMUNITY CORRECTIONS FUND	\$180.00
OP OVER PAYMENT	\$75.00
PCADM PC ADMIN FEE	\$25.00
BF BOND FORFEITURE	\$3,721.00
Total Fees/Fines Paid	\$40,188.00

City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

August 2023



Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "B. Adams", is written over a faint, circular official stamp.

Benjamin D. Adams – City Treasurer

<u>Fund / Description</u>	<u>Collections Aug 2023</u>	<u>Withdrawals Aug 2023</u>	<u>YTD Balance Aug 2023</u>	<u>YTD Balance Aug 2022</u>	<u>FY % Increase / Decrease</u>
001 General Fund	7,881,952.98	11,749,491.75	18,053,057.03	15,831,446.67	14.03
002 Coal Severance Tax	0.00	25,250.00	6,056.01	9.56	63,247.38
003 Municipal Stabilization	74,102.04	0.00	16,382,363.54	19,210,704.13	-14.72
007 Business Improvement Dist Fund	12,356.01	4,162.02	19,394.72	32,086.24	-39.55
009 Community Development	7,487.39	16,837.39	500.00	19,672.28	-97.46
014 IT Infrastructure	7,223.61	0.00	1,596,982.70	1,557,342.69	2.55
015 Charleston Land Reuse	521.42	9,504.00	108,905.48	195,526.73	-44.30
017 Project West Invest	2.68	0.00	592.86	567.45	4.48
018 Planning Grant	319.92	0.00	70,728.00	6,942.03	918.84
019 Tourism & Promotions	3,030.03	0.00	669,873.47	689,186.46	-2.80
020 Business Development	4,042.19	40,185.24	862,530.32	1,318,848.54	-34.60
021 Community Participation	71.98	0.00	15,911.73	46,899.80	-66.07
024 LGBTQ Working Group	6.00	0.00	1,324.78	1,268.00	4.48
026 Uniform Pension Reserve Fund	196,557.94	649,822.00	38,412,443.95	31,733,391.97	21.05
035 Municipal Beautification	505.74	0.00	111,807.66	130,349.60	-14.22
036 Special Demolition	110.44	0.00	24,415.96	22,820.09	6.99
037 Sister Cities	128.94	0.00	28,506.53	27,770.62	2.65
038 Solid Waste	406,272.42	85,696.15	1,007,739.12	804,395.92	25.28
039 Waste Disposal	77,083.80	77,083.80	0.00	0.00	0.00
040 Landfill Closure	29,195.70	0.00	4,299,467.68	3,994,807.74	7.63
041 Police Contributions	298.40	56,130.74	60,536.98	119,499.20	-49.34
042 Police Evidence	2,828.94	0.00	625,417.51	620,440.24	0.80
043 Forfeited Funds	3,222.61	97,017.33	675,061.23	766,242.28	-11.90
044 Municipal Court	40,896.00	34,582.99	277,565.24	287,341.49	-3.40
045 Homeland Security	87,317.04	42,948.82	367,876.24	47,814.89	669.38
046 Home-ARP Inv Trust Fund	0.01	0.00	4.25	0.22	1,831.82
047 Health Insurance Reserves	34,266.59	0.00	7,575,605.35	6,282,298.28	20.59
048 Wayfinding Commission	82.64	0.00	18,270.88	17,487.88	4.48
049 Live On The Levee	4,501.88	16,593.74	6,005.08	18,056.24	-66.74
073 American Rescue Plan	119,161.83	20,531.50	25,515,666.28	34,537,158.57	-26.12
080 Human Rights	0.00	0.00	176,793.29	176,793.29	0.00
081 Home Program	97,200.33	103,523.15	14,100.62	72,716.50	-80.61
085 Firefighters Assistance Grant	0.00	0.00	77.08	77.08	0.00
088 SBA Riverfront Project Donation Account	0.00	0.00	9.18	9.18	0.00
088 SBA Riverfront Project Grant Account	0.00	0.00	10,167.71	10,167.71	0.00
091 Byrne Justice	6,843.51	6,843.51	0.00	0.00	0.00
095 Police Grants	30,599.58	11,111.84	431,050.73	303,879.14	41.85
097 C.A.R.E.	60,064.19	43,157.82	19,375.51	0.00	100.00
099 Public Arts Grant	0.00	0.00	246,743.42	216,853.42	13.78
100 Sinking Fund	9,595.85	0.00	2,121,434.70	2,033,764.62	4.31
200 Infrastructure	729.86	0.00	161,357.90	154,466.43	4.46
214 Civic Center Capital Improvement	1,573.77	10,854.07	346,875.61	253,545.81	36.81
215 Municipal Auditorium Capital Improvement	1,264.84	0.00	279,629.29	262,707.86	6.44
220 General Maintenance	15,557.66	140.46	3,439,386.38	3,931,885.21	-12.53
221 City Service Fee Capital Project	5,777.69	197,410.63	1,258,220.48	2,277,641.94	-44.76
222 Facilities Maintenance	12,110.39	25,666.41	2,663,255.05	1,938,245.69	37.41
223 Green Initiative Fund	1,186.67	0.00	262,346.86	251,103.96	4.48
224 Sidewalk Improvement Fund	1,186.57	0.00	262,325.33	251,083.34	4.48
252 Public Safety Center	4,520.32	27,950.00	984,016.59	0.00	100.00
255 Ballpark Maintenance	570.69	0.00	126,167.73	96,544.46	30.68
402 Civic Center Revenue	458,398.87	542,476.56	558,494.11	378,348.84	47.61
406 Parking System Revenue	241,187.75	182,372.33	5,622,974.07	5,209,647.90	7.93
426 Parking Operation and Maintenance	18,668.08	0.00	4,127,109.96	3,328,565.70	23.99
427 Civic Center TIF Project	2,361.01	0.00	521,969.15	497,581.21	4.90
900 M - DENT	19,163.04	31,755.43	692,381.51	828,704.25	-16.45
901 Pending Forfeiture	5,341.57	0.00	1,180,906.67	1,156,050.13	2.15
Working Cash Advance Fund	5,000.00	0.00	49,925.00	34,525.00	44.61
Total All Funds	9,992,449.41	14,109,099.68	142,351,704.51	141,985,284.48	0.26

1 **Bill No. 8012**

2 Passed by Council:

3 Introduced in Council

4 **September 18, 2023**

6 Introduced by:

7 **Michael Ferrell**

Referred to:

Planning, Streets and Traffic

9 **Bill No. 8012** - A Bill to repeal Ordinance 7393 passed by Council 7/6/2009 creating a
10 15 Minute Parking Tow Away Zone on the westerly side of Buchanan Street from a
11 point 98 feet south of Cresent Road to a point 120 feet south of Cresent Road and
12 amending the Traffic Control Map and Traffic Control File, established by the code of
13 the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
14 Laws, Section 263, Division 2, Article 4, Chapter 114, to conform therewith.

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

16 Section 1. A Bill to repeal Ordinance 7393 passed by Council 7/6/2009 creating a 15
17 Minute Parking Tow Away Zone on the westerly side of Buchanan Street from a point
18 98 feet south of Cresent Road to a point 120 feet south of Cresent Road

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

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

Bill No. 8013

Introduced in Council:

September 18, 2023

Adopted by Council:

Introduced by:

**Chad Robinson, Bruce King
And Frank Annie**

Referred to:

Ordinance & Rules

Bill No. 8013 - A BILL to amend and reenact Sec. 6-91 of the Municipal Code of the City of Charleston, as amended; and to amend said Code by adding thereto a new Article IV within Chapter 6, consisting of 4 divisions, designated Sec. 6-151, 6-152, 6-153, 6-154, 6-155, 6-156, 6-157, 6-158, 6-166, 6-167, 6-168, 6-171, 6-172, 6-173, 6-176, 6-177, and 6-178, all relating to authorizing Private Outdoor Designated Areas; updating prohibitions on drinking in public places; providing details for the operation of Private Outdoor Designated Areas; creating certain requirements and prohibitions for businesses and individuals within Private Outdoor Designated Areas; requiring certain signage be placed to demarcate Private Outdoor Designated Areas; authorizing the City Manager to take action to revoke permits or suspend Private Outdoor Designated Areas when public safety so requires; creating the City Center PODA, Bridge Road PODA, and Elk City PODA; and setting forth day, time, and personnel needed for the operation of each Private Outdoor Designated Area.

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

That Sec. 6-91 of the Municipal Code of the City of Charleston, as amended, is hereby amended and reenacted; and that said Code is hereby amended by adding thereto a new Article IV within Chapter 6, consisting of 4 divisions, designated Sec. 6-151, 6-152, 6-153, 6-154, 6-155, 6-156, 6-157, 6-158, 6-166, 6-167, 6-168, 6-171, 6-172, 6-173, 6-176, 6-177, and 6-178, all to read as follows:

CHAPTER 6. – ALCOHOLIC BEVERAGES.

ARTICLE III. – INTOXICATING LIQUOR.

DIVISION 1. – GENERALLY.

Sec. 6-91. – Prohibited drinking and prohibited possession.

It shall be unlawful for any person to:

(1) Drink alcoholic liquor in a public place except as otherwise provided by law.

(2) Drink alcoholic liquor in a motor vehicle upon any street, open space or in a public garage.

(3) Tender a drink of alcoholic liquor to another person ~~in a public place or~~ in any place mentioned in subsection (2) of this section or in a public place, except as

otherwise provided by law.

~~(4) Possess alcoholic liquor in an amount in excess of one gallon, in containers not bearing stamps or seals of the state liquor control commission, without having first obtained written authority from that commission.~~

~~(5) Possess any alcoholic liquor which he or she knows or should know was manufactured or acquired in violation of the provisions of W. Va. Code Chapter 60 (W. Va. Code § 60-1-1 et seq.).~~

ARTICLE IV. – PRIVATE OUTDOOR DESIGNATED AREAS.

DIVISION 1. – GENERALLY.

Sec. 6-151. – Authorization for Private Outdoor Designated Areas.

Pursuant to West Virginia Code §8-12-26, the City of Charleston hereby adopts this ordinance establishing private outdoor designated areas, as described in West Virginia Code § 60-7-8g.

Sec. 6-152. – Private Outdoor Designated Area.

A Private Outdoor Designated Area includes the public property that has become a legally demarcated area established by a municipal ordinance as set forth in West Virginia Code §8-12-26 for the consumption of liquor, wine, nonintoxicating beer, and nonintoxicating craft beer. A person may possess and consume an approved open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer sold from an approved Class S4 permit holder, as further detailed in this Article, outdoors within a Private Outdoor Designated Area. A business operating within a Private Outdoor Designated Area may choose whether or not to permit people to enter its business with an approved open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer sold from an approved Class S4 permit holder.

Sec. 6-153. – Participation in a Private Outdoor Designated Area.

(a) Any Class A license holder under West Virginia Code §60-7-1 et seq. that operates in a Private Outdoor Designated Area may apply to the City Manager for the approval to operate in a Private Outdoor Designated Area. The City Manager shall review the application to ensure it is complete and meets the following requirements:

(1) The applicant is located in an established Private Outdoor Designated Area, pursuant to this Article, with a front door in compliance with all building and fire codes for the safe ingress and egress of members, patrons, and guests to and from the Private Outdoor Designated Area.

(2) The applicant has a valid city and state business license and is in good standing with the city.

(3) The applicant has a valid Class A license under West Virginia Code §60-7-1 et seq.

(b) Once approved by the City Manager, as indicated by a letter of approval to

the applicant, the license holder may apply to the West Virginia Alcohol Beverage Control Administration ("WVABCA") for a special Class S4 permit, as detailed in West Virginia Code § 60-7-8g, to participate in a Private Outdoor Designated Area, as further detailed in this Article, in the West Virginia Code, and in any applicable rules of the WVABCA. Upon approval by the WVABCA, the Class S4 permit holder shall notify the City Manager's office. Any business that receives the approval of the City Manager and a Class S4 permit from the WVABCA may participate in a Private Outdoor Designated Area.

(c) Participation in a Private Outdoor Designated Area does not provide a business with any authority to operate outdoor dining on the public right of way. Any business interested in participating in outdoor dining shall follow the requirements of Chapter 102, Article VII of this Code. A business with an approved outdoor dining area that is within a Private Outdoor Designated Area may operate its outdoor dining area simultaneously with its participation in a Private Outdoor Designated Area.

Sec. 6-154. – Containers.

All beverages served from valid Class S4 permit holders for consumption in a Private Outdoor Designated Area shall be served in a non-glass container not greater than 16 fluid ounces, which has been approved by the City Manager and the WVABCA.

Sec. 6-155. – Signage and Prohibitions.

(a) Prior to the operation of a Private Outdoor Designated Area, the city shall erect conspicuous signage. The signs shall be located at every reasonable point where a pedestrian may exit the Private Outdoor Designated Area by way of a public sidewalk. The signs shall clearly state "No alcohol beyond this point." and provide clear notice that a person is leaving the Private Outdoor Designated Area.

(b) A person may not leave a Private Outdoor Designated Area while possessing an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer that contains liquid.

(c) A person may not possess an open container of liquor, wine, nonintoxicating beer, or nonintoxicating craft beer that contains liquid while being in, on, or operating a motor vehicle within a Private Outdoor Designated Area.

Sec. 6-156. – Public Health, Safety, and Sanitation.

(a) All Private Outdoor Designated Areas shall be operated in a manner consistent with all state and municipal laws. The Charleston Police Department shall be responsible for ensuring compliance and may issue citations within the Private Outdoor Designated Areas as necessary. The Charleston Police Department shall provide a copy of any citation issued within a Private Outdoor Designated Area to the WVABCA.

128 (b) In addition to any public restrooms in a Private Outdoor Designated Area,
129 participating Class S4 permit holders shall make available adequate restroom facilities,
130 whether permanent or portable, to serve their members and guests during all hours of
131 operation of the Private Outdoor Designated Area.

132
133 (c) All businesses operating within a Private Outdoor Designated Area shall
134 comply with all requirements of the Kanawha-Charleston Health Department.

135
136 (d) All participating businesses within a Private Outdoor Designated Area shall
137 make waste receptacles available during the operating hours of the Private Outdoor
138 Designated Area in a number sufficient to contain the waste generated within the area
139 and which are emptied regularly by each participating business as needed to ensure
140 availability. These waste receptacles are in addition to the City of Charleston public
141 waste receptacles in the area.

142 143 **Sec. 6-157. – Revocation of City Manager Approval.**

144
145 The City Manager may revoke the letter of approval of any Class S4 permit
146 holder when doing so is in the interest of public safety by sending a revocation letter to
147 both the permit holder and the WVABCA.

148 149 **Sec. 6-158. – Suspension of Private Outdoor Designated Area.**

150
151 The City Manager has the authority to suspend the operation of a Private
152 Outdoor Designated Area immediately when in the interest of public safety by providing
153 notice to all Class S4 permit holders within the Private Outdoor Designated Area and
154 the WVABCA.

155 156 **DIVISION 2. – CITY CENTER PODA**

157 158 **Sec. 6-166. – Creation and Boundaries.**

159
160 (a) City Council for the City of Charleston hereby established a Private Outdoor
161 Designated Area known as “City Center PODA”, which shall have the boundary as
162 stated in subsection (b) of this section and which shall meet all of the requirements of
163 this Article and applicable West Virginia Code.

164 (b) The City Center PODA shall begin at the southeastern corner of the
165 intersection of Virginia Street and Laidley Street, then continue along Virginia Street in
166 an easterly to Summers Street, then continue along Summers Street in a northerly
167 direction to Lee Street, including City Center at Slack Plaza, then continue in an easterly
168 direction along Lee Street to Hale Street, then continue in a southerly direction along
169 Hale Street to Virginia Street (including the buildings on the northern side of Quarrier
170 Street between Hale Street and Dickinson Street), then continue in a westerly direction
171 along Virginia Street to Capitol Street, then continue in a southerly direction along
172 Capitol Street to Kanawha Boulevard, then continue in a westerly direction along
173 Kanawha Boulevard to include all of Haddad Riverfront Park before continuing in a

northerly direction along Laidley Street to the southeastern corner of the intersection of Laidley Street and Virginia Street. The City Center PODA shall include the public rights-of-way within the boundary area and the buildings at or within the following addresses: 600-822 Virginia Street East; 500-800 Kanawha Blvd East; 8-247 Capitol Street; 2-191 Summers Street; 100-235 Hale Street; 701-819 Lee Street East; 700-723 Brawley Walkway; 700-910 Quarrier Street

(c) The attached map of the City Center PODA is incorporated herein and made a part of this ordinance.

(d) The area within the City Center PODA is in the Central Business District ("CBD"), which is a zoning area that allows for the sale and consumption of liquor, wine, nonintoxicating beer and nonintoxicating craft beer, and is in compliance with the zoning ordinance.

Sec. 6-167. – Days and Hours of Operation

The City Center PODA may operate on any Thursday from 4:00 p.m. until 10:00 p.m., Friday from 4:00 p.m. until 10:00 p.m., Saturday from 10:00 a.m. until 10:00 p.m., and Sunday from 10:00 a.m. until 10:00 p.m.

Sec. 6-168. – Personnel Needed

The estimated number of City personnel needed to ensure public safety and efficient operations in the City Center PODA is four police officers and two public works employees. The City Council anticipates that these City employees will be working their regular shifts and generally assigned in this area of the City.

DIVISION 3. – BRIDGE ROAD PODA

Sec. 6-171. – Creation and Boundaries.

(a) City Council for the City of Charleston hereby established a Private Outdoor Designated Area known as "Bridge Road PODA", which shall have the boundary as stated in subsection (b) of this section and which shall meet all of the requirements of this Article and applicable West Virginia Code.

(b) The Bridge Road PODA shall begin on Bridge Road at a point 115 feet north of its intersection with Walnut Road and shall continue along Bridge Road in a southerly direction to a point 115 feet southwest of its intersection with Forest Road; it shall include the area along Forest Road between Bridge Road and Glen Road and the area along Walnut Road between Pine Road and Bridge Road, along with the buildings and lots adjacent to these public rights-of-way. The Bridge Road PODA shall include the public rights-of-way within the boundary area and the buildings at or within the following addresses: 912-1038 Bridge Road; 900-908 Walnut Road;

(c) The attached map of the Bridge Road PODA is incorporated herein and made a part of this ordinance.

(d) The area within the Bridge Road PODA is in a C-4 Neighborhood Commercial District, which is a zoning area that allows for the sale and consumption of liquor, wine,

nonintoxicating beer and nonintoxicating craft beer, and is in compliance with the zoning ordinance.

Sec. 6-172. – Days and Hours of Operation

The Bridge Road PODA may operate on any Thursday from 4:00 p.m. until 10:00 p.m., Friday from 4:00 p.m. until 10:00 p.m., Saturday from 10:00 a.m. until 10:00 p.m., and Sunday from 10:00 a.m. until 10:00 p.m.

Sec. 6-173. – Personnel Needed

The estimated number of City personnel needed to ensure public safety and efficient operations in the Bridge Road PODA is two police officers and one public works employee. The City Council anticipates that these City employees will be working their regular shifts and generally assigned in this area of the City.

DIVISION 4. – ELK CITY PODA

Sec. 6-176. – Creation and Boundaries.

(a) City Council for the City of Charleston hereby established a Private Outdoor Designated Area known as “Elk City PODA”, which shall have the boundary as stated in subsection (b) of this section and which shall meet all of the requirements of this Article and applicable West Virginia Code.

(b) The Elk City PODA shall begin at a point on Washington Street West that is 40 feet northwest of its intersection with Pennsylvania Ave. South and continues in a westerly direction along Washington Street West to a point that is 75 feet southeast of its intersection with Crescent Road; it shall include the first 300 feet of public rights-of-way off Washington Street West on Bigley Ave. and Tennessee Ave., along with the buildings and lots adjacent to these public rights-of-way. The Elk City PODA shall include the public rights-of-way within the boundary area and the buildings at or within the following addresses: 110-320 Washington Street West; 700-715 Bigley Ave.; 608-617 Tennessee Ave.

(c) The attached map of the Elk City PODA is incorporated herein and made a part of this ordinance.

(d) The area within the Elk City PODA is in either a C-10 General Commercial District or an Urban Corridor District (“UCD”), both of which are zoning areas that allow for the sale and consumption of liquor, wine, nonintoxicating beer and nonintoxicating craft beer, and are in compliance with the zoning ordinance.

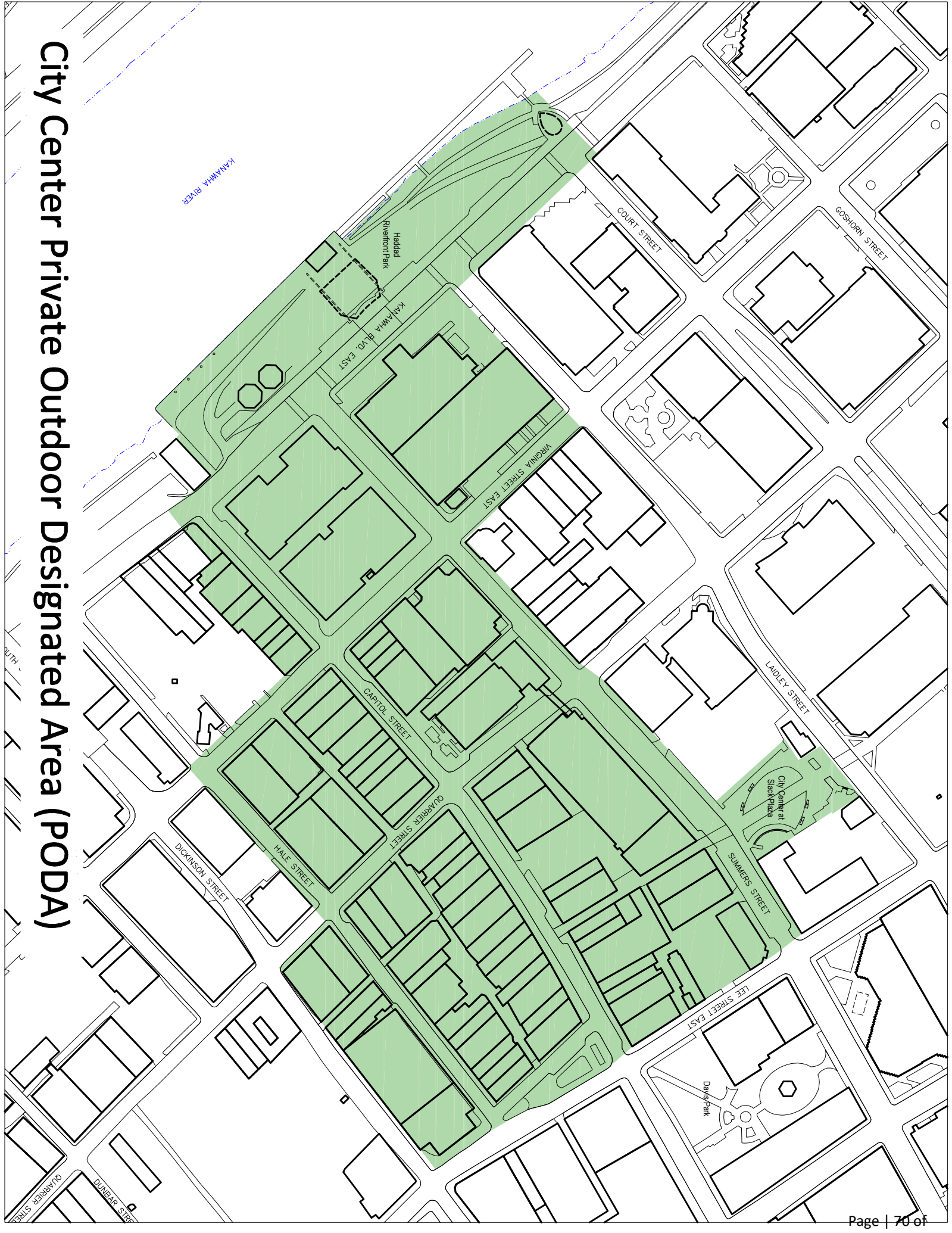
Sec. 6-177. – Days and Hours of Operation

The Elk City PODA may operate on any Thursday from 4:00 p.m. until 10:00 p.m., Friday from 4:00 p.m. until 10:00 p.m., Saturday from 10:00 a.m. until 10:00 p.m., and Sunday from 10:00 a.m. until 10:00 p.m.

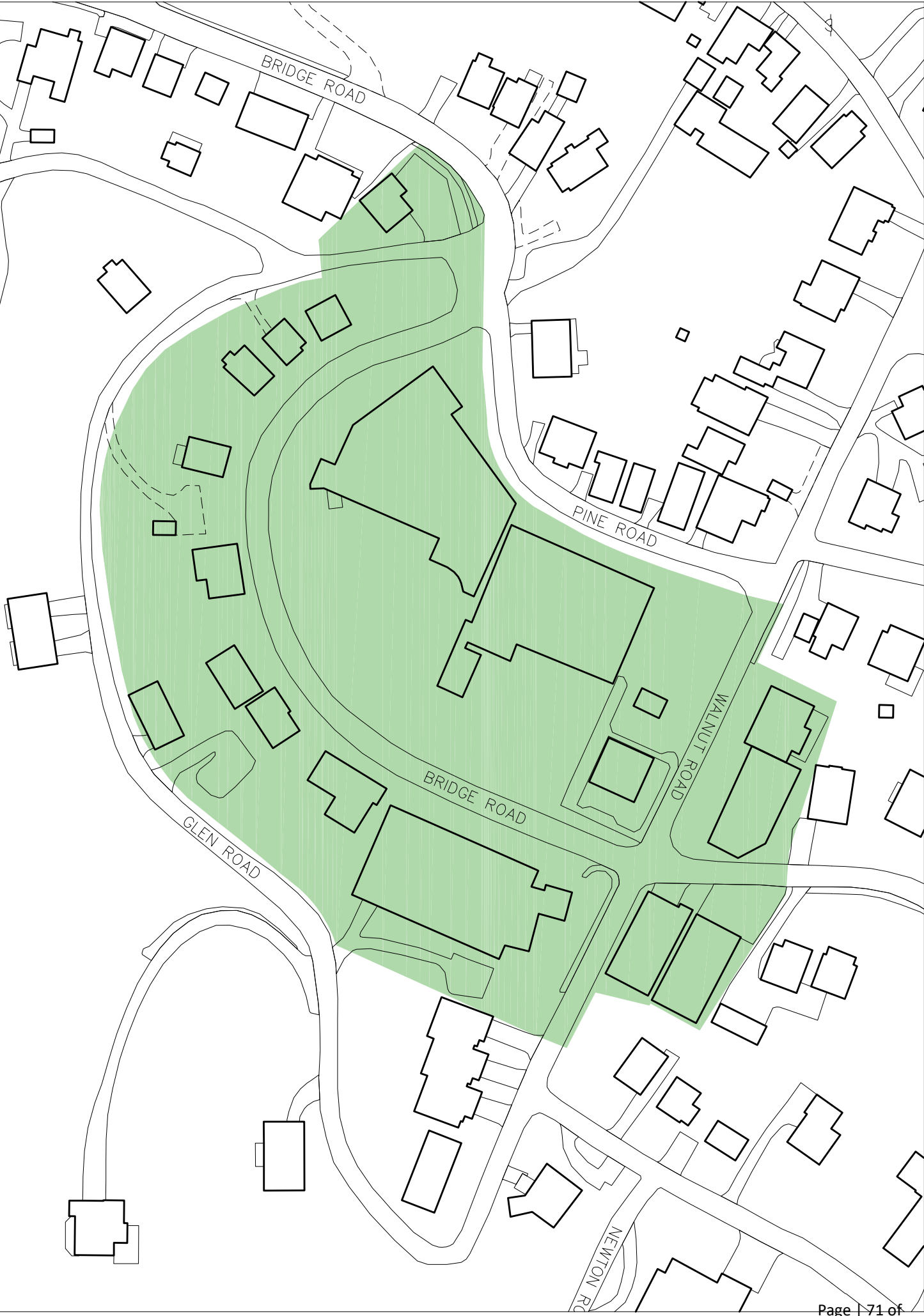
Sec. 6-178. – Personnel Needed

The estimated number of City personnel needed to ensure public safety and efficient operations in the Elk City PODA is two police officers and one public works employee. The City Council anticipates that these City employees will be working their regular shifts and generally assigned in this area of the City.

City Center Private Outdoor Designated Area (PODA)



Bridge Road Private Outdoor Designated Area (PODA)





Elk City Private Outdoor Designated Area (PODA)