

CHARLESTON CITY COUNCIL

Regular Meeting

April 15, 2024

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 HALLWAY TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 4-15-2024

PROCLAMATIONS

1. 4-15-2024

COMMUNICATIONS

1. 4-15-2024

REPORTS OF STANDING COMMITTEES

ORDINANCE AND RULES

1. ~~Bill No. 8030— A BILL to amend the Municipal relating to updating requirements and penalties associated with bicycle riders and motorized vehicles. removed 4-12-2024~~
2. Bill No. 8031 - A BILL to amend the Municipal Code relating to updating the regulation of Private Outdoor Designated Areas to be consistent with state code changes and creating the East End

PODA.

FINANCE

1. Resolution No. 952-24 - Authorizing approval of Amendment No. 5 of the FY 2023-2024 General Fund Budget.
2. Resolution No. 953-24 - Authorizing approval of Amendment No. 6 of the FY 2023-2024 General Fund Budget.
3. Resolution No. 954-24 - Authorizing the Mayor or City Manager to grant American Rescue Plan Act funds to the Charleston Land Reuse Agency in the total amount of \$1,500,000 and to execute the appropriate agreements.
4. Resolution No. 955-24 - Authorizing the Mayor or City Manager to enter into a contract with Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis.
5. Resolution No. 956-24 - Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone on an as-needed basis.
6. Resolution No. 957-24 - Authorizing the Mayor or City Manager to enter into a contract with FieldTurf USA, Inc. for the turfing of the North Charleston Community Center multi-use field.

REPORTS OF OFFICERS

1. 4-15-2024

NEW BILLS

1. 4-15-2024

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT SPECIAL MEETING OF COUNCIL WILL BE APRIL 16, 2024 AT 5:30 PM.

THE NEXT REGULAR MEETING OF COUNCIL WILL BE MAY 6, 2024 AT 7:00 PM.

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

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

WHEREAS: Provider Appreciation Day was started in 1996 by a group of volunteers who wanted to recognize the tireless efforts of providers who care for children of working parents; and

WHEREAS: While Provider Appreciation Day is celebrated the Friday before Mother's Day, Connect Child Care Resource & Referral celebrates the providers in our region on May 1st; and

WHEREAS: Childcare providers are the workforce behind our workforce – providing a safe, nurturing place for the enrichment and development of millions of children nationwide and serving as a vital force in our economy; and

WHEREAS: The COVID-19 pandemic underscored the critical importance of childcare providers, especially for the well-being and economic security of West Virginia's young children, families, and communities; and

WHEREAS: Childcare programs, many of which are small businesses staffed and operated predominantly by women, continue to recover from the health and financial hardships stemming from the pandemic to meet the needs of more families; and

WHEREAS: The future depends on the quality of the early childhood experiences provided to young children, shaping not only their individual development but also the foundation of our society and economy for generations to come; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize May 1, 2024 as

Provider Appreciation Day

In Charleston, West Virginia, and encourage all citizens to show gratitude to the providers who support the social, emotional, and physical care of our children.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 15th day of April 2024.



A handwritten signature in blue ink, reading "Amy Shuler Goodwin", is written over a horizontal line.

Amy Shuler Goodwin, Mayor

City of Charleston

Executive Office of the Mayor

CELEBRATION OF ACHIEVEMENT

presented on the 15th day of April 2024, to the

CHARLESTON CATHOLIC HIGH SCHOOL BOYS BASKETBALL TEAM

In celebration of the team's 2024 Class AA State Championship win; and

In recognition of the hard work, skill, and teamwork that led to this tremendous achievement; and

In honor of the Irish's fourth state championship; and



IN WITNESS WHEREOF, I have set my hand
and caused the Seal of the Executive Department
to be affixed this 15th day of April 2024.



Amy Shuler Goodwin, Mayor

City of Charleston

Executive Office of the Mayor

CELEBRATION OF ACHIEVEMENT

presented on the 15th day of April 2024, to the

WESTSIDE WOLFPACK

In honor of winning the 2nd grade Kanawha Valley Youth Basketball League All-Stars Championship; and
In recognition of the hard work, skill, and teamwork that led to an undefeated season; and
In celebration of the Wolfpack's team and coaches on these tremendous achievements.



IN WITNESS WHEREOF, I have set my hand
and caused the Seal of the Executive Department
to be affixed this 15th day of April 2024.


Amy Shuler Goodwin, Mayor

City of Charleston
Executive Office of the Mayor

CELEBRATION OF ACHIEVEMENT

presented on the 15th day of April 2024, to the

**JOHN ADAMS MIDDLE SCHOOL
BOYS BASKETBALL TEAM**

In celebration of being the 1st team in Kanawha County history to win 3 consecutive championships; and
In recognition of the hard work, skill, and teamwork that led to this tremendous achievement; and
In honor of the Falcon's three consecutive record-breaking seasons, most recently led by Coach CJ Tawney.



IN WITNESS WHEREOF, I have set my hand
and caused the Seal of the Executive Department
to be affixed this 15th day of April 2024.



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: GREEN TEAM

DATE: APRIL 15, 2024

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

Ryan Hough - fills a vacant seat

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



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

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: PUBLIC ARTS COMMISSION

DATE: APRIL 15, 2024

I recommend Mark Davis be appointed to the Public Arts Commission with a term set to end February 7, 2027.

In addition, I recommend Dewayne Duncan and Kay Goodwin be reappointed to the Public Arts Commission. Both their terms will expire February 7, 2028.

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



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

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: CHARLESTON SANITARY BOARD

DATE: APRIL 15, 2024

I recommend Jack Rossi be reappointed to the Charleston Sanitary Board. His term is set to expire March, 17 2027.

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

ASG/mls

Amy Shuler Goodwin
Office of the Mayor
City of Charleston



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

**TO: MILES CARY
CITY CLERK**

**FROM: AMY SHULER GOODWIN
MAYOR**

RE: CHARLESTON URBAN RENEWAL AUTHORITY

DATE: APRIL 15, 2024

I recommend Chris Bly be reappointed to the Charleston Urban Renewal Authority. He term is set to end March 3, 2029

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

ASG/mls

Bill No. 8030

Introduced in Council:

April 1, 2024

Adopted by Council:

Introduced by:

Emmett Pepper, Shanw Taylor
And Frank Annie

Referred to:

Ordinance & Rules

Bill No. 8030 - A BILL to amend the Municipal Code of the City of Charleston by amending and reenacting Sections 114-3, 114-433; 114-662, 114-701, 114-703, 114-705, and 114-711; and repealing Sections 114-366, 114-731, 114-732, 114-733, and 114-734, all relating to updating requirements and penalties associated with bicycle riders and motorized vehicles; increasing penalties for traffic violations by operators of motorized vehicles; creating new penalties for violation of the traffic ordinance by a person not operating a motorized vehicle; repealing antiquated language; requiring a driver to give at least three feet of distance when passing a bicycle on a road; clarifying that motor vehicle operators are subject to penalties for violations of the pedestrian crosswalk requirements; creating a new penalty for violation of the bicycle article of the traffic ordinance and a specific lower penalty for violation of the signal device section; updating and clarifying certain bicycle rules of the road and equipment requirements; and repealing the antiquated license and registration requirements.

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

That Sections 114-3, 114-433; 114-662, 114-701, 114-703, 114-705, and 114-711 of the Municipal Code of the City of Charleston are hereby amended and reenacted; and that Sections 114-366, 114-731, 114-732, 114-733, and 114-734 are hereby repealed, all to read as follows:

CHAPTER 114 – TRAFFIC ORDINANCE
ARTICLE I. – IN GENERAL

Sec. 114-3. - Penalties.

(a) Every person operating a motorized vehicle who is convicted of a violation of any of the provisions of this chapter for which another penalty is not provided shall, for a first conviction, be punished by a fine of not ~~more~~ less than \$100.00 nor more than \$500.00 or by imprisonment for not more than ten days; for a second such conviction within one year thereafter, such person shall be punished by a fine of not ~~more~~ less than \$200.00 nor more than \$1,000.00 or by imprisonment for not more than 20 days or both such fine and imprisonment; and upon a third or subsequent conviction, such persons shall be punished by a fine of not ~~more~~ less than \$500.00 nor more than \$1,500.00 or by imprisonment for not more than 30 days or both such fine and imprisonment.

(b) Every person not operating a motorized vehicle who is convicted of a violation of any of the provisions of this chapter for which another penalty is not provided shall, for a first conviction, be punished by a fine of not more than \$100.00; for a second such conviction within one year thereafter, such person shall be punished by a fine of not more than \$200.00; and upon a third or subsequent conviction, such persons shall be punished by a fine of not more than \$500.00.

(c) In addition to any other fines and costs required by ordinance or state code, any individual found guilty of a traffic offense which is a moving violation shall be assessed an additional amount of \$5.00, which additional amount shall be retained by the city in a separate account and used solely for police training and the purchase of equipment relating to police training.

(d) Fine amounts for parking violations, including increased fine amounts if not paid in full within ten days of issuance as required by City Code section 114-90, shall be as follows:

PARKING VIOLATION:	FINE:	FINE IF PAID AFTER TEN DAYS FROM ISSUANCE:
Overtime Meter	\$10.00	\$40.00
Loading Zone	25.00	50.00
Bus Zone	25.00	50.00
Taxi Zone	25.00	50.00
Police Zone	25.00	50.00
Fire Lane	25.00	50.00
Fire Hydrant	25.00	50.00
Blocked Traffic	25.00	50.00
Blocked Driveway	25.00	50.00
Blocked Crosswalk	25.00	50.00
Blocked Intersection	25.00	50.00
Street Cleaning	25.00	50.00
Blocked Sidewalk	25.00	50.00
Overtime Marked Space	25.00	50.00
Wrong Side of Street	25.00	50.00
To Near Street Corner	25.00	50.00
In Alley	25.00	50.00
Failure to Display Handicap Placard	25.00	25.00
Handicap 1st Offense	100.00	100.00
Handicap 2nd Offense	300.00	300.00
Handicap 3rd or Subsequent Offense	500.00	500.00
No Parking Zone	25.00	50.00
Residential Only Parking	75.00	110.00

55 **ARTICLE VI. – VEHICLE OPERATION**

56 **DIVISION 1. – GENERALLY**

57
58 ~~**Sec. 114-366. – Passengers in seat with operator.**~~

59
60 ~~No more than three persons including the operator shall ride or be permitted by such~~
61 ~~operator to ride in the seat with the operator of any motor vehicle while the motor~~
62 ~~vehicle is being operated on the streets of the city.~~

63
64 **DIVISION 3. – DRIVING ON RIGHT SIDE OF ROADWAY, OVERTAKING AND**
65 **PASSING**

66
67 **Sec. 114-433. - Overtaking and passing on left.**

68
69 The following rules shall govern the overtaking and passing of vehicles proceeding in
70 the same direction, subject to these limitations, exceptions, and special rules:

71 (1) The driver of a vehicle overtaking another vehicle proceeding in the same
72 direction shall give an audible signal and pass to the left at a safe distance and shall not
73 again drive to the right side of the roadway until safely clear of the overtaken vehicle.

74 (2) The driver of a vehicle overtaking a bicycle traveling in the same direction
75 shall pass to the left of the bicycle at a distance of not less than three feet at a careful
76 and reduced speed, and may not again drive to the right side of the roadway until safely
77 clear of the overtaken bicycle.

78 (3) Except when overtaking and passing on the right is permitted, the driver of an
79 overtaken vehicle shall give way to the right in favor of the overtaking vehicle on audible
80 signal and shall not increase the speed of his vehicle until completely passed by the
81 overtaking vehicle.

82
83 **ARTICLE VIII. – PEDESTRIANS**

84
85 **Sec. 114-662. - Right-of-way in crosswalks.**

86
87 (a) When official traffic control signals are not in place or not in operation the driver of a
88 vehicle shall yield the right-of-way, slowing down or stopping if need be so to yield, to a
89 pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the
90 half of the roadway upon which the vehicle is traveling, or when the pedestrian is
91 approaching so closely from the opposite half of the roadway as to be in danger; but no
92 pedestrian shall suddenly leave a curb or other place of safety and walk or run into the
93 path of a vehicle which is so close that it is impossible for the driver to yield. This
94 provision shall not apply under the conditions stated in subsection 114-663(b).

95
96 (b) Whenever any vehicle is stopped at a marked crosswalk or at any unmarked
97 crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of
98 any other vehicle approaching from the rear shall not overtake and pass such stopped
99 vehicle.

(c) Any person operating a motorized vehicle who violates the provisions of this section is guilty of a misdemeanor and, upon conviction thereof, shall be subject to the penalties set forth in Section 114-3 of this Code.

ARTICLE IX. – BICYCLES

DIVISION 1. - GENERALLY

Sec. 114-701. - Obedience to article; duty of parents and guardians; applicability of article to bicycles.

(a) It shall be unlawful for any person to do any act forbidden or fail to perform any act required in this article.

(b) The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate any of the provisions of this article.

(c) These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any street or upon any path set aside for the exclusive use of bicycles subject to those exceptions stated in this article.

(d) Unless otherwise stated therein, any person violating the provisions of this article is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$100.00 per violation.

Sec. 114-703. - Riding on bicycles.

(a) A person propelling a bicycle shall not ride other than upon or astride a permanent and regular seat attached to the bicycle.

(b) No bicycle shall be used to carry more persons at one time than the number for which it is the bicycle and any attachments are designed and equipped to accommodate.

Sec. 114-705. - Riding on roadways and paths.

(a) Every person operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(b) Persons riding bicycles upon a roadway shall not ride more than two abreast except ~~on paths or parts of roadways set aside for the exclusive use of bicycles~~ when doing so would not impede the flow of traffic.

(c) Whenever a usable path for bicycles has been provided adjacent to a roadway, bicycle riders shall are encouraged to use such path and ~~shall not use~~ the roadway.

Sec. 114-711. - Signal device.

(a) No person shall operate a bicycle unless it is equipped with a suitable signal bell, horn or other warning device capable of giving a signal audible for a distance of at least 100 feet, except that a bicycle shall not be equipped with nor shall any person use upon a bicycle any siren or whistle; and the use of such signaling device for purposes other than to give warning of the approach or presence of such bicycle or as a warning of danger is expressly prohibited.

(b) When approaching or passing other vehicles or pedestrians, a bicycle rider may sound a short signal of his intention to approach or pass.

(c) Any person violating the provisions of this section is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$10.00 per violation.

DIVISION 2. -- LICENSE AND REGISTRATION

~~Sec. 114-731. -- License required.~~

~~No person shall ride or use a bicycle upon any public street, highway or public place unless the bicycle shall be duly licensed and registered in the office of the city collector as provided in this article.~~

~~Sec. 114-732. -- Registration.~~

~~Every owner of a bicycle shall list and register with the city collector his name and address; the name of the manufacturer of his bicycle; and its number, style and general description.~~

~~Sec. 114-733. -- Book record; metallic tags.~~

~~The city collector shall provide at his office in the city hall a suitable book record for the purpose stated in section 114-732, and shall provide suitable metallic identification tags, upon each of which shall be marked or stamped a distinguishing number and, for each bicycle registered, shall furnish to the owner one of such tags and one duplicate. The owner shall affix and keep affixed to the bicycle for which the tag is issued the original metallic tag and shall keep the duplicate in his possession and shall at all reasonable times upon demand of any member of the police department exhibit the duplicate tag for the purpose of identification and as proof of ownership.~~

~~Sec. 114-734. -- License fees; transferal; duplicates.~~

~~The fee for a license and tag and one duplicate required by this division is fixed at \$0.50, which shall be paid to the city collector at the time of the issuance of a license; and but one license and registration shall be required so long as the bicycle belongs to the same owner. The issuance of the tag and its recording shall be the only evidence of~~

193 ~~the license and the registration of the bicycle, and no written license certificate shall be~~
194 ~~issued. Upon change of ownership, such license tag may be transferred to and issued~~
195 ~~in the manner provided in this division in the name of the new owner upon payment by~~
196 ~~him of a fee of \$0.50. A tag shall not be transferred from one bicycle to another, and no~~
197 ~~person shall attach to any bicycle a tag not issued for use on the bicycle. Upon loss of~~
198 ~~any such duplicate or original, and upon application and satisfactory evidence of such~~
199 ~~loss, a new tag or a new duplicate shall be issued by the city collector upon the~~
200 ~~payment of a fee of \$0.25. All such license fees collected by the city collector shall be~~
201 ~~deposited with the city treasurer in the same manner as other license fees are~~
202 ~~deposited.~~
203

Bill No. 8031 Committee Substitute

Introduced in Council:

April 1, 2024

Introduced by:

Mary Beth Hoover and
Chad Robinson

Adopted by Council:

Referred to:

Ordinance & Rules

Bill No. 8031 Committee Substitute - A BILL to amend and reenact Sections 6-152, 6-153, 6-154, 6-155, 6-156, 6-157, and 6-158 of the Municipal Code of the City of Charleston, as amended, and to amend said code by adding thereto three new sections, designated Sections 6-186, 6-187, and 6-188, all relating to updating the regulation of Private Outdoor Designated Areas to be consistent with state code changes; expanding the types of licenses that can operate within a Private Outdoor Designated Area to be consistent with state code; clarifying that multiple permit holders and licensees may operate within a Private Outdoor Designated Area simultaneously; creating the East End PODA; and setting forth day, time, and personnel needed for the operation of the East End Private Outdoor Designated Area.

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

That Sections 6-152, 6-153, 6-154, 6-155, 6-156, 6-157, and 6-158 of the Municipal Code of the City of Charleston, as amended, are hereby amended and reenacted; and that said code is hereby amended by adding thereto a new division, designated Sections 6-186, 6-187, and 6-188, all to read as follows:

CHAPTER 6. – ALCOHOLIC BEVERAGES.

ARTICLE IV. – PRIVATE OUTDOOR DESIGNATED AREAS.

DIVISION 1. – GENERALLY.

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. Notwithstanding the provisions of Section 78-211 of this Code, 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 special 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 special permit holder. A Private Outdoor Designated Area

may be authorized to simultaneously host multiple qualified licenses and permit holders as defined in West Virginia Code, at the discretion and with the approval of the City Manager.

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

(a) Any Class A, Class B, or Class S2 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~~ participate in the sale of alcoholic beverages within 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, Class B, or Class S2 ~~private club~~ 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 special 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 special permit holder shall notify the City Manager’s office. Any business that receives the approval of the City Manager and a Class S4 special 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 special 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 identifying the Private Outdoor Designated Area. 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.

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

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

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

Sec. 6-157. – Revocation of City Manager Approval; and General Policy Authority.

(a) The City Manager may revoke the letter of approval of any Class S4 special permit holder for violation of any law, rule or regulation, or when doing so is in the interest of public safety, by sending a revocation letter to both the permit holder and the WVABCA.

(b) The City Manager is authorized to create policies and procedures as

necessary for the efficient operation of the Private Outdoor Designated Areas, including but not limited to, signage language approval, container approval, identification of participating businesses and non-participating businesses, review of security plans proposed to the WVABCA, the interaction and interplay between a fair or festival and the Private Outdoor Designated Areas, and the duties and responsibilities of all participating businesses with respect to clean up and other sanitation matters.

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

The City Manager has the authority to suspend the operation of a Private Outdoor Designated Area immediately for any reason, including when in the interest of public safety, by providing notice to all Class S4 special permit holders within the Private Outdoor Designated Area, City Council, any business association participating in the marketing or advertising of the Private Outdoor Designated Area, and the WVABCA.

DIVISION 6. – EAST END PODA

Sec. 6-186. – Creation and Boundaries.

(a) City Council for the City of Charleston hereby establishes a Private Outdoor Designated Area known as “East End 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 East End PODA shall begin at a point on Washington Street East that is 90 feet northeast of its intersection with Maxwell Street and continue in a southeasterly direction along Washington Street East to a point 190 feet southeast of its intersection with Elizabeth Street; it shall include the first 185 feet of public right-of-way off Washington Street East on Elizabeth Street in both a northerly and southerly direction as well as the first 150 feet of public right-of-way off Washington Street East on Maxwell Street in a northerly direction, along with the buildings and lots adjacent to these public rights-of-way. The East End PODA shall include the public rights-of-way within the boundary area and the buildings at or within the following addresses: 1586-1611 Washington Street East and 304-412 Elizabeth Street.

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

(d) The area within the East End PODA is in a CVD Corridor Village District or a C-8 Village Commercial District, 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. 6-187. – Days and Hours of Operation

The East End PODA may operate daily year round on any Monday through 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. Drinks may not be sold in PODA cups or

consumed within the ~~Elk City~~East End PODA outside of the hours of operation.

Sec. 6-188. – Personnel Needed

The estimated number of City personnel needed to ensure public safety and efficient operations in the ~~Elk City~~East End 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.

East End Private Outdoor Designated Area (PODA)



Resolution No. 952-24

Introduced in Council:

Adopted by Council:

April 15, 2023

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 952-24 - Authorizing approval of Amendment No. 5 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. 5 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. 5 - April 15, 2024

Revenues and Fund Balances						
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount	
001 299 0	Fund Balance	Unassigned Fund Balance	10,221,435	521,822	10,743,257	
Net Increase/(Decrease) to Revenues				521,822		
Expenditures						
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount	
001 412 00 000 2 223 City Manager's Office		Professional Services	340,000	100,000	440,000	
001 444 04 000 5 566 Transfers to Other Funds		City Service Fee Capital Projects Fund	3,000,000	251,822	3,251,822	
001 567 00 000 3 341 Public Grounds		Materials & Supplies	150,000	50,000	200,000	
001 700 00 000 3 345 Police - Uniformed		Uniforms	133,000	20,000	153,000	
001 900 00 000 3 341 Parks & Recreation		Materials & Supplies	151,500	100,000	251,500	
Net Increase/(Decrease) to Expenditures				521,822		
Description: Unassigned Fund Balance - To recognize the remaining unassigned fund balance; to provide funding for a bicycle feasibility and implementation study; to allocate funds to jumpstart the summer 2024 paving cycle; to purchase beautification materials to prepartate for the USA Cycling event; to provide for the purchase of load bearing vests for Police Officers; and to provide funds for a child nutrition health pilot program.						
Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.						

Resolution No. 953-24

Introduced in Council:

Adopted by Council:

April 15, 2024

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 953-24 - Authorizing approval of Amendment No. 6 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. 6 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. 6 - April 15, 2024

Revenues and Fund Balances					
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 366 00 0000	Revenue	State Grants	-	99,951	99,951
Net Increase/(Decrease) to Revenues				99,951	
Expenditures					
Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
001 706 00 000 1 103	Fire - Uniformed	Salaries & Wages	11,404,646	90,906	11,495,552
001 706 00 000 1 104	Fire - Uniformed	FICA	165,367	1,318	166,685
001 706 00 001 1 107	Fire - Uniformed	MPFRS	520,000	7,727	527,727
Net Increase/(Decrease) to Expenditures				99,951	
Description: To recognize the amount received from the Emergency Medical Services Salary Enhancement Fund and to provide a one-time salary incentive to all Active Emergency Medical Services Personnel as defined in West Virginia Code of State Rules 64-116-1 et seq. The amount shall be calculated by prorating the total qualified personnel employed on March 28, 2024 by the total allocated for Salaries & Wages.					
Reportable: To maintain compliance with the budgetary guidelines of the State of West Virginia.					

Resolution No. 954-24

Introduced in Council:

April 15, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 954-24 – Authorizing the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to the Charleston Land Reuse Agency in the total amount of \$1,500,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes listed in the Statement of Work.

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

That the Mayor or City Manager to grant American Rescue Plan Act (“ARPA”) funds to the Charleston Land Reuse Agency in the total amount of \$1,500,000 and to execute appropriate agreements establishing the terms and conditions imposed upon the recipient, including ongoing duties for reporting on expenditure and programmatic activities and binding covenants to spend funds in accordance with the purposes listed in the Statement of Work.

Notice of Subaward

Subrecipient Name: Charleston Land Reuse Agency	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's UEID Number: FV8YSAHETHN6	Federal Award Date: 5/18/2021
Federal Award Identification Number (FAIN): SLFRP0368	Name of Pass-Through Entity: The City of Charleston, West Virginia
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity: Andy Wood, (304) 348-8014
Program Name: Coronavirus Local Fiscal Recovery Fund	Subaward Period of Performance: March 7, 2022 - December 31, 2026
Federal Award Program Description: The Coronavirus Local Fiscal Recovery Fund addresses the continued impact of COVID-19 (i.e., Coronavirus Disease 2019) on the economy, public health, state and local governments, individuals, and businesses.	
Total Amount of Federal Funds Obligated by this Agreement: \$1,500,000.00	Total Amount of Federal Funds obligated to the Subrecipient: \$1,500,000.00
Approved Budget Categories: EC 2.23 – Strong Healthy Communities: Demolition and Rehabilitation of Properties	
Is the award for Research and Development (R&D)? (Y/N) No	Indirect Cost Rate for federal award: Not applicable to the Local Fiscal Recovery Fund
Terms & Conditions: All requirements imposed by the City of Charleston, WV (the City) on the subrecipient so that the Federal award is used in accordance with the American Rescue Plan Act, U.S. Treasury guidance, and the terms and conditions of the Federal award of American Rescue Plan Act Fiscal Recovery Funds.	
Incorporated Documents: 1. Notice of Subaward 2. Subrecipient Agreement 3. Exhibit A – Scope of Work 4. Exhibit B – Project Budget	

Subrecipient Agreement

Minimum Requirements include:

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

THIS AGREEMENT is made by and between the City of Charleston, WV (the City), with offices located at 501 Virginia Street E., Charleston, West Virginia 25301, and Charleston Land Reuse Agency, (hereinafter referred to as "Subrecipient") with administrative offices at 915 Quarrier Street, Suite 1, Charleston, WV 25301 (each being at times referred to as "Party" or "Parties").

WITNESSETH:

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

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

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

WHEREAS, the U.S. Department of the Treasury ("USDOT") is authorized to distribute \$45.57 billion funding from the Fiscal Recovery Funds to Metropolitan Cities utilizing a modified Community Development Block Grant (CDBG) formula; and

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

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

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

Section 1: Compliance

- A. Subrecipient acknowledges that Fund payments made by Grantee to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”). Subrecipient agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. During the performance of this Subrecipient Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.
- C. Contracts awarded by Subrecipient under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Subrecipient must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Subrecipient shall comply with all federal requirements including, but not limited to, the following:
 - Fund payments are considered to be federal financial assistance subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).
 - Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
 - Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
 - Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
 - Fund payments are subject to Subpart F regarding audit requirements.
- D. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, and 2 C.F.R. Part 200 Subpart F.

Section 2: Term

- A. This Agreement shall begin upon the date last executed by the Parties (the “Effective Date”) and shall remain in effect until March 31, 2027 (the “Expiration Date”) unless terminated earlier by the City of Charleston or Department of Treasury.

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

Section 3: Funding

- A. Subject to the terms and conditions of this Agreement, the City shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$1,500,000.00 to implement the projects and/or activities described in the Scope of Work (SOW). It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the SOW above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the SOW. Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the SOW as such costs are incurred.
- B. Eligible and allowable costs are defined as costs that are necessary Eligible Uses under one of the following cost categories:
 - 1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 - 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency;
 - 4. To make necessary investments in water, sewer, or broadband infrastructure;

And

- 1. Are described in the SOW; and
 - 2. Are otherwise in accordance with the terms and conditions of this Agreement, Title VI of the Social Security Act, and all other applicable laws, rules, regulations, and guidance.
- C. Non-allowable uses of Fiscal Recovery Funds include, without limitation, the following:
 - 1. Usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
 - 2. Damages covered by insurance;
 - 3. Usage of funds as a deposit into any pension fund;
 - 4. Expenses that have been or will be reimbursed under any federal program;
 - 5. Debt service cost;
 - 6. Contributions to a “rainy day” fund; and
 - 7. Legal settlements

- D. All reimbursement requests shall be submitted to the City at the following address: 501 Virginia Street E., Charleston, WV, 25301. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the City demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:
1. “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”
- E. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be incurred on or before December 31, 2024, and a final payment request should be submitted to the City no later than such date to ensure adequate time to process the request. For a cost to have been “incurred,” performance or delivery must occur during the Covered Period, but payment of funds need not be made during that time (though payment shall occur within 90 days of a cost being incurred).
- F. The City of Charleston, WV requires detailed documentation of all costs for which reimbursement is sought under this Agreement (“Supporting Documentation”). Each payment request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the City. In the event the City determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the City.
- G. No more frequently than once every month, the Subrecipient may request reimbursement from the City for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Payment Request Form made available by the City and shall be accompanied by sufficient Supporting Documentation (collectively the Payment Request Form and any Supporting Documentation shall hereinafter be referred to as the “Payment Request”). Additionally, at the time of each Payment Request, Subrecipient shall submit a “Progress Report” utilizing a form for same made available by the City, which shall describe the nature of the projects and/or activities being funded.
- H. Within thirty (30) days after receipt of the Payment Request, the City shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the City shall notify the Subrecipient within twenty (20) days of receipt of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) days of receipt of notice from the City. the City reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the City.
- I. Upon determination by the City that the Payment Request is sufficient, the City shall initiate the reimbursement process in accordance with applicable policies and procedures.

Section 4: Accounting; Duplication of Benefits

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

Section 5: Reporting Requirements

- A. Performance Reports. Reports are due to the City no later than five (5) days after the end of each period listed below:
- March 31, 2024, due April 5, 2024
 - June 30, 2024, due July 5, 2024
 - September 30, 2024, due October 5, 2024
 - December 31, 2024, due January 5, 2025
 - March 31, 2025, due April 5, 2025
 - June 30, 2025, due July 5, 2025
 - September 30, 2025, due October 5, 2025
 - December 31, 2025, due January 5, 2026
 - March 31, 2026, due April 5, 2026
 - June 30, 2026, due July 5, 2026
 - September 30, 2026, due October 5, 2026
 - December 31, 2026, due January 5, 2027

The report shall appear on subrecipient letterhead and outline progress of items to date. The report should also contain a schedule of total subaward; list request(s) for reimbursements

submitted and remaining award. The report should list each cash receipt from the City with date received and receipt number.

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

Section 6: Termination

- A. Termination for Cause. the City may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SOW, or in any application materials for funding submitted to the City in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to satisfactorily perform any task, deliverable, or activity under this Agreement or otherwise comply with the terms and conditions of this Agreement. Prior to termination, the City shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the City regarding the reason(s) for termination.
- B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with ten (10) days written notice.
- C. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the City prior to the effective date of termination.

Section 7: Audits

- A. In the event that the Subrecipient expends \$750,000.00 or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient’s audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the City under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200.
- B. If the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. §200.503. In the event that the Subrecipient expends less than \$750,000.00 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials the City of Charleston, WV, USDOT, and the U.S. Government Accountability Office (GAO).
- C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the audit report to the City.
- D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the City;

limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the City. In the event the City determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the City to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the City.

Section 8: Subcontract; Subawards

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

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

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

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

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

Section 9: Closeout

- A. the City will close out this Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the City, within ninety (90) calendar days after the Expiration Date, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the City any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) calendar days after receipt of all outstanding reports, the City will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:
 - a. The right of the City to disallow costs and recover funds on the basis of a later audit or other review;
 - b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions; or
 - c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.
- B. Unless an extension is approved by the City, the Subrecipient must liquidate all obligations incurred under this agreement within ninety (90) calendar days after the Expiration Date.

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

Name

Title

Date

Phone Number

Signature

Exhibit A – Scope of Work

The Charleston Land Reuse Agency (CLRA) is undertaking work under two main missions: Neighborhood Revitalization and Redevelopment and Conservation. American Rescue Plan funds have been focused on the former goal as the impacts of the COVID-19 Pandemic have exacerbated long-term and systemic disfunctions of the housing market in Charleston, West Virginia. Various programs will be implemented to carry out these missions.

The Home-Ownership Property Renovation Loan Fund Program seeks the participation of non-profit organizations in this effort. HOPR offers zero-interest loans to eligible nonprofit organizations to rehabilitate dilapidated and non-code compliant single-family dwellings within the City of Charleston. It is HOPR's goal to incentivize the remediation of substandard structures and increase the supply of high-quality, middle-income houses available for purchase by homebuyers.

The New Construction Incentive Program takes a tiered approach to incentivizing new construction of single-family homes within the City of Charleston reflective of the nature of the need for redevelopment by providing up to \$50,000 to be used towards the construction of a new qualifying single-family dwelling.

The Side Lot Program allows qualified applicants to acquire vacant lots owned by the CLRA and enlarge their existing yard. Getting unused and abandoned property into the hands of existing property owners helps build our neighborhoods and stabilize property values.

The Property Acquisition & Management Program is the core of a land bank by acquiring property to support productive reuse. This program will acquire property through the tax lien process and maintain property in possession of the CLRA.

The subrecipient projects that it will require until December 31, 2026 to fully implement the programs identified.

Objectives to be tracked through performance reports include:

- Number of Home-Ownership Property Renovation Loans provided
- Number of New Construction Incentives provided
- Number of Side Lots transferred to adjoining property owners
- Number of properties acquired through tax lien process

Exhibit B – Project Budget

Purpose	Amount
Home-Ownership Property Renovation Loan Fund	\$200,000.00
New Construction Incentive Program	\$1,055,000.00
Side Lot Program	\$8,000.00
Property Acquisition & Management Program	\$170,000.00
Staffing & Administrative Costs	\$67,000.00
Total	\$1,500,000.00

Resolution No. 955-24

Introduced in Council:

April 15, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

1 Resolution No. 955-24 - Authorizing the Mayor or City Manager to enter into a contract with
2 Claxton & Sons to purchase various classes of Portland Cement on an as-needed basis at
3 the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process.

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

6
7 That the Mayor or City Manager is authorized to enter into a contract with Claxton & Sons to
8 purchase various classes of Portland Cement on an as-needed basis at the prices listed in
9 Exhibit A, attached hereto, pursuant to a competitive bidding process.

		Claxton Smith & Sons Concrete Company, Inc.		Heidelberg Materials	
Item	Quantity	Price	Extension	Price	Extension
BID AND PROPOSAL FORM (2 OF 3)					
FULL LOAD Class A 3500# Concrete - PER CY YARD	1.00	\$177.90	\$177.90	\$200.00	\$200.00
FULL LOAD Class A 3000# Concrete - PER CY YARD	1.00	\$175.90	\$175.90	\$193.00	\$193.00
FULL LOAD Class A 2500# Concrete - PER CY YARD	1.00	\$173.90	\$173.90	\$186.00	\$186.00
FULL LOAD Class A 2000# Concrete - PER CY YARD	1.00	\$171.90	\$171.90	\$178.00	\$178.00
Controllable Low Strength Material - PER CY YARD	1.00	\$153.90	\$153.90	\$150.00	\$150.00
Partial Load Charge (if applicable) - (if applicable)	1.00	\$190.00	\$190.00	\$250< 6 CYD	\$250.00
Unloading Charge past 30 minutes - -	1.00	\$0.00	\$0.00	\$125 per hour*	\$125.00
Cost of Adding Fiber to Concrete - -	1.00	\$11.00	\$11.00	\$8.50 perCYD	\$8.50
Fuel Surcharge - -	1.00	\$15.00	\$15.00	\$45.00 per load	\$45.00
9 Items	Totals		\$1,069.50		\$1,335.50

		Green Dream International		West Virginia Paving, Inc.		Martin Marietta	
Item	Quantity	Price	Extension	Price	Extension	Price	Extension
River Gravel # 57 - PER TON	1.00	\$0.00	\$0.00	\$39.05	\$39.05	\$34.45	\$34.45
Masonry Sand - PER TON	1.00	\$30.72	\$30.72	\$36.25	\$36.25	\$32.05	\$32.05
Dry Bed - PER TON	1.00	\$0.00	\$0.00	\$32.95	\$32.95	\$24.55	\$24.55
Limestone #2 - PER TON	1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Limestone #3 - PER TON	1.00	\$39.16	\$39.16	\$36.05	\$36.05	\$34.30	\$34.30
Limestone #57 - PER TON	1.00	\$42.18	\$42.18	\$36.05	\$36.05	\$34.30	\$34.30
Limestone #67 - PER TON	1.00	\$42.18	\$42.18	\$37.00	\$37.00	\$35.50	\$35.50
Limestone 1 1/2" Crusher Run - PER TON	1.00	\$32.78	\$32.78	\$34.15	\$34.15	\$28.65	\$28.65
Limestone #467 - PER TON	1.00	\$40.30	\$40.30	\$36.05	\$36.05	\$34.30	\$34.30
Limestone 4" x 6" - PER TON	1.00	\$48.91	\$48.91	\$42.55	\$42.55	\$43.00	\$43.00
10 Items	Totals		\$276.23		\$330.10		\$301.10

Resolution No. 956-24

Introduced in Council:

April 15, 2024

Introduced by:

Joseph Jenkins

Adopted by Council:

Referred to:

Finance

Resolution No. 956-24 – Authorizing the Mayor or City Manager to enter into a contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone on an as-needed basis at the prices listed in Exhibit A, attached hereto, pursuant to 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 contract with Martin Marietta Materials, Inc., to purchase various classes and sizes of aggregate stone on an as-needed basis at the prices listed in Exhibit A, attached hereto, pursuant to a competitive bidding process.

Resolution No. 957-24

Introduced in Council:

April 15, 2024

Adopted by Council:

Introduced by:

Joseph Jenkins

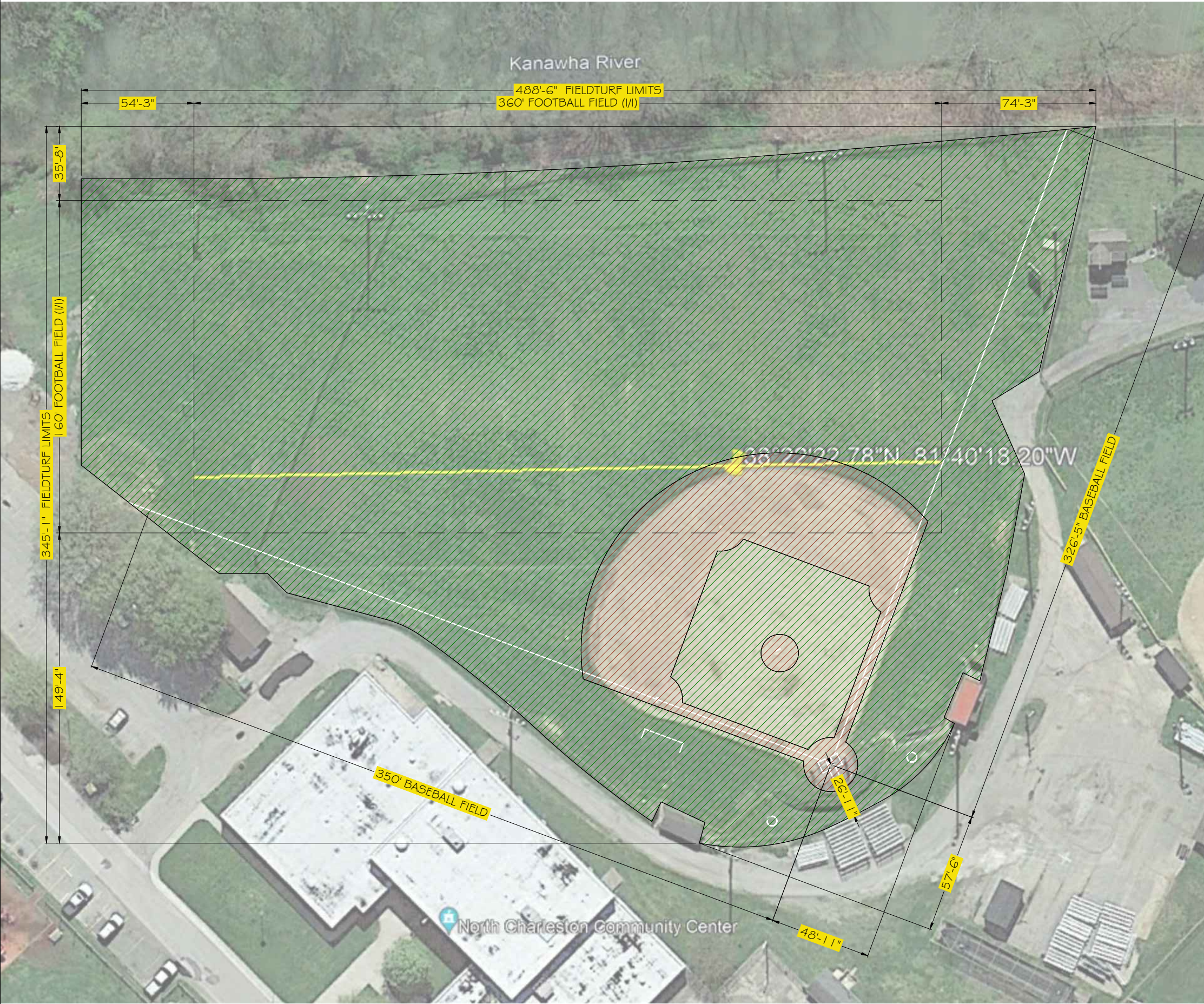
Referred to:

Finance

Resolution No. 957-24 – Authorizing the Mayor or City Manager to enter into a contract with FieldTurf USA, Inc. for the turfing of the North Charleston Community Center multi-use field to include turf a playing field for baseball, football, and soccer, in an amount not to exceed \$1,200,000, where \$250,000 is provided by a federal grant and the remaining \$950,000 was approved in the City's fiscal year 2024 Budget, and where the price was determined by a competitively bid multi-state Sourcewell contract.

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

That the Mayor or City Manager is authorized to enter into a contract with FieldTurf USA, Inc. for the turfing of the North Charleston Community Center multi-use field in an amount not to exceed \$1,200,000.



XTHD-50



NORTH CHARLESTON
COMMUNITY CENTER FIELD
CHARLESTON, WV

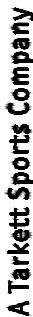
DRAWN BY:	A. T.
CHECKED BY:	J. B.
SCALE:	1"=50'
TOTAL FIELD AREA:	116,872 sq. ft.
PERIMETER:	1475 ft.

Scale is only accurate when this drawing is printed on 11" X 17" paper.

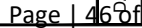
LEGEND:	
	FIELD GREEN FIELDTURF (XTHD-50) INFIELD 6,544 sq. ft.
	FIELD GREEN FIELDTURF (XTHD-50) OUTFIELD 99,027 sq. ft.
	RUST FIELDTURF (XTHD-50) INFIELD 11,301 sq. ft.
TOTAL FIELDTURF 116,872 sq. ft.	

FIELD LAYOUT NOTES:
ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

CONCEPTUAL DRAWINGS ONLY: DRAWINGS ARE INTENDED ONLY TO BE A GRAPHIC RENDERING FOR PURPOSES OF PRELIMINARY PRESENTATION;
ALL DISTANCES AND MEASUREMENTS ARE APPROXIMATE IN NATURE AND SUBJECT TO FIELD VERIFICATION.



DATE: MARCH 21, 2024	WASTAGE	ISSUE:
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COOP PRICING PROPOSAL



NORTH CHARLESTON COMMUNITY CENTER

April 5, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Sourcewell contract (formerly NJPA). Sourcewell provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual municipalities do not have to duplicate the bidding process per Sourcewell Contract # 031622-FTU.



Click on the following Sourcewell hyperlink for contract due diligence documentation:

[Sourcewell](#)

COOP PRICING PROPOSAL



Field Name / Community Center Field	LUMP SUM
Fieldturf XTHD-57 on approx. 116,872 SF Price includes: a) 1 mobilization b) Survey site as required c) Supply and install E&S as required by city d) Cut site to subgrade e) Grade excess material onsite as required f) Fine grade subgrade as required g) Compact subgrade as required h) Form & pour 12" x 8" concrete curb i) Supply & install wood nailer on curb j) Supply & install 8inch perforated pipe along field k) Supply & install 8inch SDR 35 solid pipe to day light to creek w/ riprap outfall l) Supply & install flat drain across field every 50 feet on center m) Supply & install geotextile fabric under stone n) Supply & install 5inches of #57 stone o) Laser grade & drag stone p) Demolition of block building q) Removal of 3 large trees and stumps r) Removal of fence along creek side s) Removal of press box t) Removal of light poles u) Seed & mulch all disturbed areas v) Installation of the artificial in-filled grass surface upon a suitable base. w) (1) set of football markings x) (1) set of soccer markings y) 2% B&O Tax z) An 8-year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface	\$1,147,203.86
Performance & Payment Bonds	\$ 17,466.18
Total	\$1,164,670.04

COOP PRICING PROPOSAL



Alternate 1	LUMP SUM
Bleacher Pad & Bleachers	\$95,426.10
Performance & Payment Bonds	\$1,431.39
Total	\$96,857.49

Alternate 2	LUMP SUM
Scoreboard	\$17,040.68
Performance & Payment Bonds	\$255.61
Total	\$17,296.29

Alternate 3	LUMP SUM
Fencing	\$85,201.88
Performance & Payment Bonds	\$1,278.02
Total	\$86,479.90

PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf XT-57 2.25" system, with the following product characteristics:

- ▶ **Pile Height:** 2.25 Inches
- ▶ **Infill Weight:** 3lbs sand & 3lbs ambient rubber per sq.ft.
- ▶ **Pile Weight:** 33 oz/yd²
- ▶ **Total System Weight:** 920 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

COOP PRICING PROPOSAL



PRICE DOES NOT INCLUDE:

- a) Any costs associated with necessary changes relating to the delineation of the field.
- b) Unless otherwise specified, the price does not include any G-max testing.
- c) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers.
- d) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- e) The design and implementation of a storm water pollution prevention plan.
- f) Site security.
- g) Silt fencing and any other fencing.
- h) Boring for utilities.
- i) Any electrical work.
- j) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- k) Asphalt paving.
- l) Track surfacing, unless otherwise specified.
- m) Installation of manholes, junction boxes, gabions, concrete rip rap, storm drainage not related to the field construction, grate inlets and reinforced concrete pipe.
- n) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- o) Design services and construction documentation, including, but not limited to, conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as built drawings.
- p) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- q) Site restoration, sodding, landscaping or grow-in.
- r) Permit fees, Inspection fees.
- s) All applicable taxes, union labor and other labor law levies.
- t) Anything not explicitly noted in the inclusions.

COOP PRICING PROPOSAL



The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding

Please feel free to reach out to any member of our project team with questions about our offer:

Michael Glorioso

Project Manager

(443) 569-2372

Michael.Glorioso@FieldTurf.com

Connor Schlegel

Regional Sales Manager

(610) 301-2462

Connor.Schlegel@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:

Marie-Christine Raymond,
Vice President of Customer Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) FieldTurf's preferred payment terms are as follows: (i) 50% of the Price upon Customer's execution of contract; (ii) 40% of the Price upon shipment of materials from FieldTurf's manufacturing facility; and (iii) Remaining balance of ten percent (10%) upon substantial completion of the field, which shall be achieved when Customer is able to use the field for its intended purpose, even if punchlist items remain and the Certificate of Completion has not been executed by Customer.
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*.
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





PENNSYLVANIA & WEST VIRGINIA PROJECT BOOK

CHANGE THE GAME



COLLEGIATE - PA



UNIVERSITY OF PITTSBURGH
PITTSBURGH, PA



GANNON UNIVERSITY
ERIE, PA



SETON HILL UNIVERSITY
GREENSBURG, PA



ROBERT MORRIS UNIVERSITY
MOON, PA



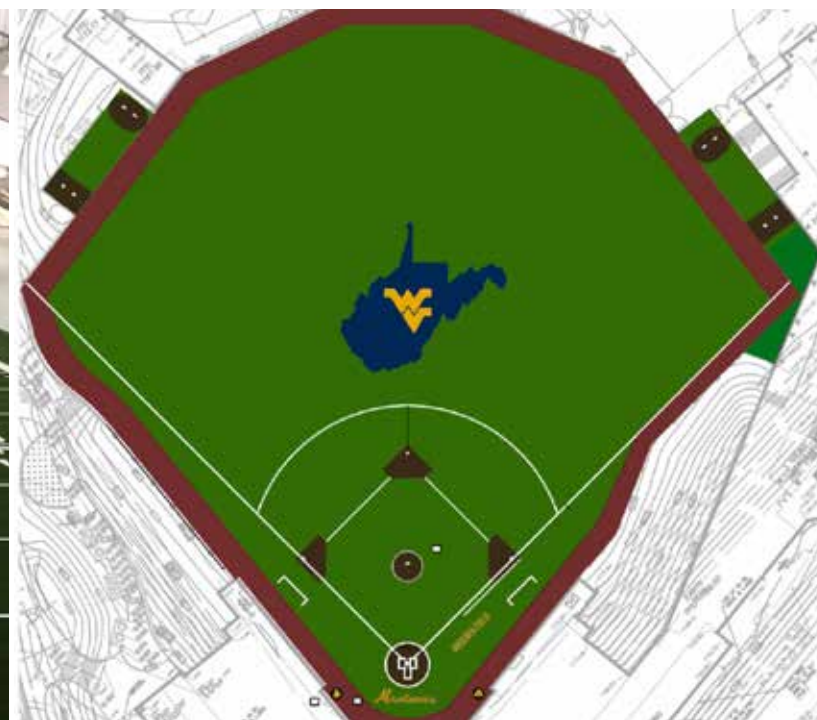
MERCYHURST COLLEGE
ERIE, PA



CALIFORNIA UNIVERSITY OF PENNSYLVANIA
CALIFORNIA, PA



COLLEGIATE - WV



WEST VIRGINIA UNIVERSITY
MORGANTOWN, WV



SHEPHERD UNIVERSITY
SHEPHERDSTOWN, WV



HIGH SCHOOL - PA



MT. LEBANON HIGH SCHOOL
PITTSBURGH, PA



WOODLAND HILLS HIGH SCHOOL
PITTSBURGH, PA



TRINITY HIGH SCHOOL
WASHINGTON, PA



UPPER ST. CLAIR HIGH SCHOOL
PITTSBURGH, PA



MCGUFFEY HIGH SCHOOL
CLAYSVILLE, PA



SENECA VALLEY HIGH SCHOOL
HARMONY, PA





HIGH SCHOOL - PA



CENTRAL CAMBRIA HIGH SCHOOL
EBENSBURG, PA



LAUREL HIGHLANDS HIGH SCHOOL
OLIVER,, PA



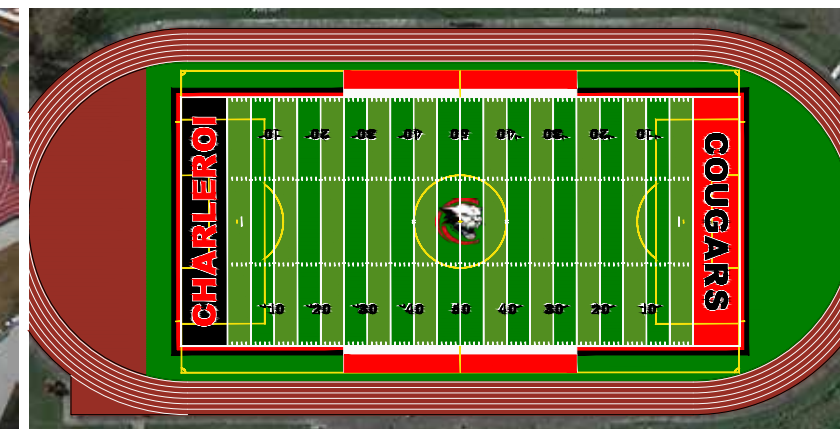
BEAVER AREA HIGH SCHOOL
BEAVER, PA



SOUTH ALLEGHENY HIGH SCHOOL
MCKEESPORT, PA



WESTMONT HILLTOP HIGH SCHOOL
JOHNSTOWN,, PA



CHARLEROI HIGH SCHOOL
CHARLEROI, PA

HIGH SCHOOL - WV



RITCHIE COUNTY HIGH SCHOOL
ELLENBORO, WV



BROOKE HIGH SCHOOL
WELLSBURG, WV



GREENBRIER EAST HIGH SCHOOL
LEWISBURG, WV



LINCOLN COUNTY HIGH SCHOOL
HAMLIN, WV

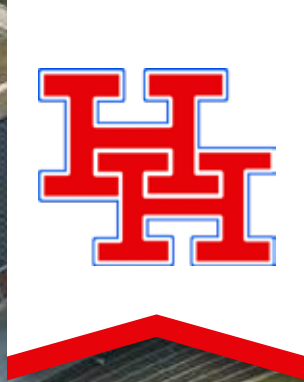


NICHOLAS COUNTY HIGH SCHOOL
SUMMERSVILLE, WV



ST. MARYS HIGH SCHOOL, WV
ST. MARYS, WV





HIGH SCHOOL - WV



MARTINSBURG HIGH SCHOOL
MARTINSBURG, WV



SHAWNEE SPORTS COMPLEX
DUNBAR, WV



RIVERSIDE HIGH SCHOOL
BELLE, WV



BRIDGEPORT HIGH SCHOOL
BRIDGEPORT, WV



SOUTH CHARLESTON HIGH SCHOOL
SOUTH CHARLESTON, WV



DODDRIDGE HIGH SCHOOL
WEST UNION, WV

TRUSTED CHOICE FOR WEST VIRGINIA COUNTY SCHOOL SYSTEMS

OFFICIAL FIELD OF THE WPIAL



 HANCOCK COUNTY SCHOOLS	 MARSHALL COUNTY SCHOOLS	 DODDRIDGE COUNTY SCHOOLS
 MONOGALIA COUNTY SCHOOLS	 WOOD COUNTY SCHOOLS	 RITCHIE COUNTY SCHOOLS
 TYLER COUNTY SCHOOLS	 PLEASANTS COUNTY SCHOOLS	 KANAWHA COUNTY SCHOOLS
 ROANE COUNTY SCHOOLS	 UPSHUR COUNTY SCHOOLS	 CABELL COUNTY SCHOOLS
 MERCER COUNTY SCHOOLS	 BERKELEY COUNTY SCHOOLS	 MINGO COUNTY SCHOOLS
 BOONE COUNTY SCHOOLS	 LOGAN COUNTY SCHOOLS	 NICHOLAS COUNTY SCHOOLS
	 BARBOUR COUNTY SCHOOLS	

6A

CENTRAL CATHOLIC
MT. LEBANON
SENECA VALLEY

5A

BETHEL PARK
UPPER ST. CLAIR
SHALER
WOODLAND HILLS

4A

ALIQUIPPA
BLACKHAWK
CENTRAL VALLEY
MONTOUR
HIGHLANDS
MCKEESPORT
TRINITY

3A

BEAVER
WEST MIFFLIN
EAST ALLEGHENY
ELIZABETH FORWARD
SOUTH ALLEGHENY

2A

FREEDOM AREA
NESHANNOCK
MCGUFFEY
STO-ROX
WAYNESBURG CENTRAL

1A

LEECHBURG
SHENANGO

TRUSTED AT EVERY LEVEL

NFL



MLS



NCAA



THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



Connor Schlegel
Regional Sales Manager
Western Pennsylvania & West Virginia
connor.schlegel@fieldturf.com
T: 800-724-2969
M: 610-301-2462
fieldturf.com



**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: April 2, 2024
RE: March 2024 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 1317

Criminal Violations: 183
Traffic Violations: 1117
Parking:
Building Search Warrants: 17

RESTITUTION COLLECTED (paid to victims): \$350.00

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, 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

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT
Report For March 1, 2024 Thru March 31, 2024

Page: 1
FILEDST

Violations by Filed Date...

TRAFFIC	1,117	
CRIMINAL	183	
BUILDING SEARCH WARRANT	17	
PARKING	0	
Total Filed Violations		1,317

Completed Cases...

Paid Fine...		
TRAFFIC	349	
CRIMINAL	7	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total Paid Fines		356

Before Judge...		
TRAFFIC	4	
CRIMINAL	5	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total Before Judge		9
Total Completed		365

Other Completed...

DISMISS- OFFICER NOT WITH CITY		
TRAFFIC	7	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total		9

DISMISSED (BY COMPLAINANT)		
TRAFFIC	0	
CRIMINAL	3	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total		3

DEFENDANT DECEASED		
TRAFFIC	0	
CRIMINAL	16	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total		16

DISMISSED OFFICER FAIL TO PROS

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT
Report For March 1, 2024 Thru March 31, 2024

Page: 2
FILEDST

Report For March 1, 2024 Thru March 31, 2024	FILEDST
TRAFFIC	0
CRIMINAL	5
BUILDING SEARCH WARRANT	0
PARKING	0
Total	5
DISMISSED (PRESENTED INSURANCE)	
TRAFFIC	95
CRIMINAL	0
BUILDING SEARCH WARRANT	0
PARKING	0
Total	95
DISMISSED (PRESENTED DL)	
TRAFFIC	36
CRIMINAL	0
BUILDING SEARCH WARRANT	0
PARKING	0
Total	36
DISMISSED OFF FAIL TO PROV VIN	
TRAFFIC	12
CRIMINAL	0
BUILDING SEARCH WARRANT	0
PARKING	0
Total	12
DISMISSED (PROSECUTOR'S ORDER)	
TRAFFIC	39
CRIMINAL	9
BUILDING SEARCH WARRANT	0
PARKING	0
Total	48
Dismissed at Officers Request	
TRAFFIC	38
CRIMINAL	9
BUILDING SEARCH WARRANT	0
PARKING	0
Total	47
DISMISSED PRESENTED RECORDS	
TRAFFIC	287
CRIMINAL	0
BUILDING SEARCH WARRANT	0
PARKING	0
Total	287
DISMISSED AFTER PT DIVERSION	
TRAFFIC	15
CRIMINAL	19
BUILDING SEARCH WARRANT	0
PARKING	0
Total	34

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT
Report For March 1, 2024 Thru March 31, 2024

Page: 3
FILEDST

Dismissed Pursuant to Plea		
TRAFFIC	61	
CRIMINAL	46	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total		107
DISMISSED VICTIM/WITNESS FTA		
TRAFFIC	1	
CRIMINAL	2	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total		3
DISMISSED WITHOUT PREJUDICE		
TRAFFIC	4	
CRIMINAL	4	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total		8
VOIDED DOCKET		
TRAFFIC	5	
CRIMINAL	0	
BUILDING SEARCH WARRANT	0	
PARKING	1	
Total		6
Total Other Completed		716
Grand Total Completed		1,081
Net Difference Filed/Complete		236

Warrants...

Issued...		
TRAFFIC	38	
CRIMINAL	130	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total Violations		168
Total Warrants Issued		168
Cleared...		
TRAFFIC	49	
CRIMINAL	113	
BUILDING SEARCH WARRANT	0	
PARKING	0	
Total Violations		162
Total Warrants Cleared		162
Change in Total Warrants		6

MUNICIPAL COURT REPORT - FILED CASES

CHARLESTON MUNICIPAL COURT
Report For March 1, 2024 Thru March 31, 2024Page: 4
FILEDST

Other Paid Cases...

Paid Fine...	Total Other Paid Fines	148
--------------	------------------------	-----

FINE	FINE	\$20,687.00
LAWFND	LAW ENFORCE. TRAIN STATE	\$4,301.01
LAWLOC	LAW ENFORCE. TRAIN (LOCAL)	\$1,740.00
CVC	CRIME VICTIM'S FUND	\$2,960.00
ADMIN	ADMINISTRATIVE COST	\$744.00
JAILF	REGIONAL JAIL CORR.	\$14,596.00
REST	RESTITUTION	\$400.00
CCF	COMMUNITY CORRECTIONS FUND	\$232.00
PCADM	PC ADMIN FEE	\$100.00
OP	OVER PAYMENT	\$6.00
LITTER	LITTER	\$50.00
Total Fees/Fines Paid		\$45,816.01

Docket No	Citation	Name	Status	Status Date Conviction Date
SW000077	SW02373	J BROOKS RENTALS LLC,	SW	3/27/2024 3:00 PM
SW000078	SW02374	DRAKE, BARBARA JEAN	SW	3/27/2024 3:00 PM
SW000079	SW02375	HOPE COMMUNITY, DEV CORP	SW	3/27/2024 3:00 PM
SW000080	SW02376	LEWIS, HELEN F	SW	3/27/2024 3:00 PM
SW000081	SW02377	DUFFIELD, STEVEN	SW	3/27/2024 3:00 PM
SW000082	SW02378	TAMARA, TAYLOR	SW	3/27/2024 3:00 PM
SW000083	SW02379	APPCOM LLC,	SW	3/27/2024 3:00 PM
SW000084	SW02380	HERNDON, JODY B	SW	3/27/2024 3:00 PM
SW000085	SW02381	HANSHAW, MARY K	SW	3/27/2024 3:00 PM
SW000086	SW02382	ZAMORA, ROLANDO	SW	3/27/2024 3:00 PM
SW000087	SW02383	ADAMS, KAREN E	SW	3/27/2024 3:00 PM
SW000088	SW02384	ROBINSON, VERNON W	SW	3/27/2024 3:00 PM
SW000089	SW02385	RUFFIN, ROBERT	SW	3/27/2024 3:00 PM
SW000090	SW02386	WILLIAMS, STEPHEN E JENNIFER A	SW	3/27/2024 3:00 PM
SW000091	SW02387	CASTO, BRUCE & KATHRYN E	SW	3/27/2024 3:00 PM
SW000092	SW02388	JOHNSTON, LORETTA J	SW	3/27/2024 3:00 PM
SW000093	SW02389	JOHNSTON, LORETTA J	SW	3/27/2024 3:00 PM

Monthly Report – Definition Key

Violations by Filed Date:

Violations keyed into the Court software during the month

Completed Cases:

Cases where the fine and court costs were paid in full and the case was closed during the month.

Before Judge:

Number of violations where a case set for trial before the judge; the defendant was found guilty or entered a guilty plea at trial and the defendant paid off all costs/fines in full thereby closing the case.

Other Completed -Dismissed (By Complainant):

The City Attorney moved to dismiss cases because the person who filed the complaint no longer wishes to pursue the charges.

Defendant Deceased:

Cases dismissed because the defendant died.

Dismissed Officer Fail to Pros:

Cases dismissed because the officer failed to appear in Court.

Dismissed (presented insurance):

Cases dismissed because the defendant presented valid proof of insurance for the offense date.

Dismissed (presented DL):

Cases dismissed because the defendant presented a valid driver's license.

Dismissed Mistaken Identity:

Cases dismissed cases on the City Attorney's motion due to mistaken identity.

Dismissed (Prosecutor's Order):

Cases dismissed on the City Attorney's motion or as a result of a plea agreement.

Dismissed Presented Records:

Cases dismissed because the defendant presented records to satisfy a code or Court requirement.

Dismissed After PT Diversion:

Cases dismissed because the defendant entered into a Pre-Trial Diversion agreement with the City and satisfied the requirements of the Pre-Trial Diversion.

Dismissed Victim/Witness FTA:

Cases dismissed because the witness or victim did not appear in Court for trial.

Dismissed without prejudice:

Cases dismissed but the City having the option to re-file the case within one (1) year of the date of the offense.

Dismissed No Drug Results:

Drug results were not received for trial.

Dismissed – Officer Not With City

Officer/Witness is no long employed by the City.

Warrants

The Court issues warrants for Failure to Appear in Court for court sessions. These warrants are printed and copied to the CPD Warrants Division.

Cleared:

The Court clears warrants once the warrant is served by an officer or when a defendant self reports to the Court. The Court also clears warrants if a person is deceased, posts bond and or, in some cases, enters a plea.

Other Paid Cases:

The Court received a partial payment for a case; however, the defendant still has a balance due.

Search Warrant Issued:

A search warrant document was prepared and presented to the court by the City Attorney's office with regard to safety and public health concerns of a structure/property.

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

CITY OF CHARLESTON
Payroll Variance Analysis
February 2024

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%	208,049	208,355	(306)	-0.15%	318,192	109,837
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,476	24,512	(36)	-0.15%	208,049	208,355	(306)	-0.15%	318,192	109,837
Mayor - CARE Office	409-02	Regular	9,400	9,400	0	0.00%	79,901	85,868	(5,966)	-7.47%	122,202	36,335
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	9,400	9,400	0	0.00%	79,901	85,868	(5,966)	-7.47%	122,202	36,335
City Council	410	Regular	13,000	11,750	1,250	9.62%	110,500	93,000	17,500	15.84%	169,000	76,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	13,000	11,750	1,250	9.62%	110,500	93,000	17,500	15.84%	169,000	76,000
City Manager - Admin.	412-00	Regular	45,609	45,150	458	1.01%	387,675	361,567	26,108	6.73%	592,914	231,347
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,609	45,150	458	1.01%	387,675	361,567	26,108	6.73%	592,914	231,347
City Treasurer	413	Regular	10,645	10,058	587	5.52%	90,482	85,690	4,792	5.30%	138,384	52,694
		IPT	923	770	153	16.58%	7,846	7,458	388	4.95%	12,000	4,542
		OT	-	-	-		-	-	-		-	-
		Total	11,568	10,828	740	6.40%	98,328	93,148	5,180	5.27%	150,384	57,236
City Collector	414	Regular	62,230	57,353	4,876	7.84%	528,953	487,641	41,312	7.81%	808,987	321,346
		IPT	-	-	-		-	-	-		-	-
		OT	-	22	(22)		-	38	(38)		-	(38)
		Total	62,230	57,375	4,854	7.80%	528,953	487,679	41,274	7.80%	808,987	321,308
City Clerk	415	Regular	10,444	10,444	0	0.00%	88,775	88,727	48	0.05%	135,774	47,047
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,444	10,444	0	0.00%	88,775	88,727	48	0.05%	135,774	47,047

CITY OF CHARLESTON
Payroll Variance Analysis
February 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Municipal Court	416	Regular	25,067	24,456	611	2.44%	213,072	202,718	10,354	4.86%	325,875	123,157
		IPT	1,385	-	1,385	100.00%	11,769	5,306	6,463	54.91%	18,000	12,694
		OT	2,052	991	1,061	51.70%	17,441	8,817	8,624	49.44%	26,675	17,858
		Total	28,504	25,447	3,056	10.72%	242,283	216,842	25,441	10.50%	370,550	153,708
City Attorney	417	Regular	30,558	30,558	(0)	0.00%	259,746	259,747	(1)	0.00%	397,259	137,512
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,558	30,558	(0)	0.00%	259,746	259,747	(1)	0.00%	397,259	137,512
Accounting	418	Regular	22,601	20,165	2,437	10.78%	192,110	186,251	5,859	3.05%	293,815	107,564
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	22,601	20,165	2,437	10.78%	192,110	186,251	5,859	3.05%	293,815	107,564
Engineering - General	420-00	Regular	39,084	39,110	(26)	-0.07%	332,214	340,094	(7,880)	-2.37%	508,092	167,998
		IPT	769	-	769		6,538	-	6,538		10,000	10,000
		OT	-	-	-		-	-	-		-	-
		Total	39,853	39,110	743	1.86%	338,752	340,094	(1,341)	-0.40%	518,092	177,998
Engineering - Stormwater	420-01	Regular	10,951	10,951	(0)	0.00%	93,087	93,087	(0)	0.00%	142,368	49,281
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	10,951	10,951	(0)	0.00%	93,087	93,087	(0)	0.00%	142,368	49,281
MOECD	421	Regular	30,945	28,014	2,931	9.47%	263,032	236,449	26,583	10.11%	402,284	165,835
		IPT	1,200	860	340	28.34%	79,200	75,151	4,049	5.11%	120,000	(44,849)
		OT	-	-	-		-	630	(630)		-	-
		Total	32,145	28,874	3,271	10.18%	342,232	312,230	30,001	8.77%	522,284	120,986
Human Resources	422	Regular	30,284	30,895	(611)	-2.02%	257,411	261,654	(4,242)	-1.65%	393,688	132,034
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	30,284	30,895	(611)	-2.02%	257,411	261,654	(4,242)	-1.65%	393,688	132,034
Mail Room	431	Regular	2,531	2,619	(88)	-3.48%	21,515	22,084	(569)	-2.64%	32,906	10,822
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	6	(6)		-	-
		Total	2,531	2,619	(88)	-3.48%	21,515	22,090	(575)	-2.67%	32,906	10,822

CITY OF CHARLESTON
Payroll Variance Analysis
February 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Building Department	436	Regular	54,672	45,706	8,966	16.40%	464,711	378,089	86,622	18.64%	710,734	332,645
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	54,672	45,706	8,966	16.40%	464,711	378,089	86,622	18.64%	710,734	332,645
Planning	437	Regular	37,342	37,720	(378)	-1.01%	317,406	319,799	(2,392)	-0.75%	485,445	165,646
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	37,342	37,720	(378)	-1.01%	317,406	319,799	(2,392)	-0.75%	485,445	165,646
Information Systems	439	Regular	41,592	33,735	7,856	18.89%	353,528	286,550	66,978	18.95%	540,690	254,140
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	41,592	33,735	7,856	18.89%	353,528	286,550	66,978	18.95%	540,690	254,140
General Services	440	Regular	34,676	35,530	(854)	-2.46%	294,745	300,873	(6,128)	-2.08%	450,786	149,913
		IPT	769	-	769	100.00%	6,538	-	6,538	100.00%	10,000	10,000
		OT	5,837	945	4,892	83.81%	49,618	48,308	1,310	2.64%	75,886	27,578
		Total	41,282	36,475	4,807	11.64%	350,901	349,181	1,720	0.49%	536,672	187,491
Constituent Services	442-01	Regular	16,976	17,098	(122)	-0.72%	144,299	145,196	(898)	-0.62%	220,692	75,496
		IPT	1,800	-	1,800	100.00%	15,300	-	15,300	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
		Total	18,776	17,098	1,678	8.94%	159,599	145,196	14,402	9.02%	244,092	98,896
Morris Square Property	500	Regular	5,252	5,036	216	4.11%	44,642	42,114	2,528	5.66%	68,276	26,162
		IPT	-	-	-		-	-	-		-	-
		OT	154	380	(226)	-147.10%	1,308	927	381	29.13%	2,000	1,073
		Total	5,406	5,416	(10)	-0.19%	45,950	43,041	2,909	6.33%	70,276	27,235
Public Works	566	Regular	17,811	16,601	1,210	6.79%	151,391	133,519	17,872	11.80%	231,539	98,020
		IPT	-	-	-		-	-	-		-	-
		OT	385	9	376	97.74%	3,269	1,777	1,492	45.65%	5,000	3,223
		Total	18,195	16,609	1,586	8.72%	154,660	135,296	19,364	12.52%	236,539	101,243
Public Grounds - Adm.	567-00	Regular	70,637	55,859	14,778	20.92%	600,413	516,414	83,999	13.99%	918,278	401,864
		IPT	-	-	-		-	-	-		-	-
		OT	2,122	4,040	(1,917)	-90.35%	18,040	50,919	(32,880)	-182.26%	27,590	(23,329)
		Total	72,759	59,899	12,860	17.68%	618,452	567,333	51,119	8.27%	945,868	378,535

CITY OF CHARLESTON
Payroll Variance Analysis
February 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	5,740	6,733	(993)	-17.30%	48,787	57,403	(8,615)	-17.66%	74,616	17,213
		IPT	-	-	-		-	-	-		-	-
		OT	368	1,153	(785)	-213.16%	3,131	9,122	(5,991)	-100.00%	4,788	(4,334)
		Total	6,108	7,886	(1,778)	-29.11%	51,918	66,525	(14,607)	-28.13%	79,404	12,879
Police - Uniform	700-00	Regular	740,565	705,282	35,283	4.76%	6,294,805	6,059,730	235,075	3.73%	9,627,349	3,567,619
		OT	205,208	173,025	32,184	15.68%	1,793,965	1,855,232	(61,267)	-3.42%	2,687,584	832,352
		Reimb.	(3,077)	(320)	(2,757)	-89.60%	(26,154)	(15,035)	(11,119)	-42.51%	(40,000)	(24,965)
		Total	942,696	877,987	64,710	6.86%	8,062,617	7,899,927	162,690	2.02%	12,274,933	4,375,006
Police - Civilian	700-01	Regular	69,141	63,955	5,187	7.50%	587,700	557,931	29,769	5.07%	898,835	340,904
		IPT	3,846	1,720	2,126	55.28%	32,692	10,995	21,697	66.37%	50,000	39,005
		OT	7,794	4,736	3,057	39.23%	66,247	53,312	12,935	19.53%	101,319	48,007
		Total	80,781	70,411	10,370	12.84%	686,639	622,238	64,401	9.38%	1,050,154	427,916
Fire - Uniform	706-00	Regular	735,532	731,739	3,793	0.52%	6,464,490	6,842,971	(378,481)	-5.85%	9,646,900	2,803,929
		OT	133,856	111,532	22,325	16.68%	1,211,816	692,281	519,535	42.87%	1,769,746	1,077,465
		Reimb.	(923)	(1,868)	944	102.31%	(7,846)	(16,576)	8,730	111.26%	(12,000)	4,576
		Total	868,465	841,403	27,062	3.12%	7,668,460	7,518,677	149,783	1.95%	11,404,646	3,885,969
Fire - Civilian	706-01	Regular	7,356	7,337	19	0.26%	62,524	57,368	5,156	8.25%	95,625	38,257
		IPT	-	-	-		-	-	-		-	-
		OT	231	-	231		1,962	-	1,962		3,000	3,000
		Total	7,587	7,337	250	3.29%	64,486	57,368	7,117	11.04%	98,625	41,257
Traffic	712	Regular	34,698	27,691	7,007	20.19%	294,932	270,948	23,984	8.13%	451,073	180,125
		IPT	385	-	385	100.00%	3,269	-	3,269	100.00%	5,000	5,000
		OT	1,006	815	191	19.01%	8,555	15,228	(6,673)	-78.01%	13,084	(2,144)
		Total	36,089	28,506	7,583	21.01%	306,757	286,177	20,580	6.71%	469,157	182,980
Emergency Services	716	Regular	6,438	-	6,438	100.00%	54,726	-	54,726	100.00%	83,699	83,699
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	6,438	-	6,438	100.00%	54,726	-	54,726	100.00%	83,699	83,699
Street	750	Regular	197,910	166,340	31,570	15.95%	1,682,236	1,391,447	290,789	17.29%	2,572,831	1,181,384
		IPT	-	-	-		-	-	-		-	-
		OT	34,331	49,225	(14,894)	-43.38%	210,814	184,162	26,652	12.64%	284,304	100,142
		Total	232,241	215,565	16,676	7.18%	1,893,050	1,575,608	317,441	16.77%	2,857,135	1,281,527

CITY OF CHARLESTON
Payroll Variance Analysis
February 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Equipment Maintenance	754	Regular	60,033	58,769	1,264	2.11%	510,281	503,536	6,745	1.32%	780,429	276,893
		IPT	-	-	-		-	-	-		-	-
		OT	4,791	15,091	(10,300)	-214.98%	40,725	29,712	11,013	27.04%	62,286	32,574
		Total	64,824	73,860	(9,036)	-13.94%	551,006	533,248	17,758	3.22%	842,715	309,467
Refuse & Recycling	800	Regular	173,022	165,822	7,199	4.16%	1,470,685	1,499,349	(28,664)	-1.95%	2,249,283	749,934
		IPT	-	-	-		-	-	-		-	-
		OT	20,761	4,408	16,353	78.77%	176,465	90,038	86,427	48.98%	269,888	179,850
		Total	193,782	170,230	23,552	12.15%	1,647,150	1,589,387	57,763	3.51%	2,519,171	929,784
Parks & Recreation	900	Regular	98,799	91,035	7,764	7.86%	839,789	765,981	73,808	8.79%	1,284,383	518,402
		IPT	6,440	7,225	(785)	-12.19%	199,640	183,316	16,324	8.18%	322,000	138,684
		OT	4,635	92	4,543	98.02%	39,400	51,905	(12,505)	-31.74%	60,259	8,354
		Total	109,874	98,352	11,522	10.49%	1,078,829	1,001,202	77,627	7.20%	1,666,642	665,440
Public Arts	906	Regular	4,408	4,408	(0)	0.00%	37,471	37,471	(0)	0.00%	57,309	19,838
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	4,408	4,408	(0)	0.00%	37,471	37,471	(0)	0.00%	57,309	19,838
Spring Hill Cemetery	952	Regular	28,742	27,656	1,086	3.78%	244,309	225,642	18,667	7.64%	373,649	148,007
		IPT	-	-	-		-	-	-	#DIV/0!	-	-
		OT	889	404	485	54.52%	7,557	1,984	5,572	73.74%	11,557	9,573
		Total	29,631	28,061	1,571	5.30%	251,865	227,626	24,240	9.62%	385,206	157,580
General Fund		Regular	2,809,167	2,659,490	149,678	5.33%	24,090,391	23,405,262	685,130	2.84%	36,604,161	13,198,899
		IPT	17,517	10,575	6,942	39.63%	362,794	282,226	80,568	22.21%	570,400	198,476
		OT	424,421	366,868	57,553	13.56%	3,650,313	3,094,400	555,913	15.23%	5,404,966	2,311,203
		Reimb.	(4,000)	(2,188)	(1,813)	-45.31%	(34,000)	(31,611)	(2,389)	-7.03%	(52,000)	(20,389)
		Total	3,247,105	3,034,745	212,360	6.54%	28,069,498	26,750,277	1,319,221	4.70%	42,527,527	15,688,189

CITY OF CHARLESTON
Payroll Variance Analysis
February 2024

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	2,992	422	12.36%	29,021	18,852	10,169	35.04%	44,385	25,533
		IPT	-	-	-		-	-	-		-	-
		OT	-	53	(53)		-	53	(53)		-	(53)
		Total	3,414	3,046	369	10.80%	29,021	18,905	10,116	34.86%	44,385	25,480
Land Reuse Agency	428	Regular	3,462	3,523	(62)	-1.78%	29,423	14,974	14,449	49.11%	45,000	30,026
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	3,462	3,523	(62)	-1.78%	29,423	14,974	14,449	49.11%	45,000	30,026
CARE Fund	409-02	Regular	24,938	24,927	12	0.05%	211,977	205,613	6,364	3.00%	324,200	118,587
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	24,938	24,927	12	0.05%	211,977	205,613	6,364	3.00%	324,200	118,587
Coliseum & Conv. Center	910-01	Regular	55,649	45,136	10,513	18.89%	473,017	415,092	57,925	12.25%	723,438	308,346
		IPT	-	-	-		-	-	-		-	-
		OT	2,308	1,772	536	23.21%	19,615	13,743	5,873	29.94%	30,000	16,257
		Total	57,957	46,908	11,049	19.06%	492,633	428,835	63,798	12.95%	753,438	324,603
Parking System	571	Regular	59,585	58,813	772	1.30%	506,471	493,649	12,823	2.53%	774,603	280,954
		IPT	3,923	1,144	2,779	70.83%	33,346	17,642	15,704	47.09%	51,000	33,358
		OT	1,692	89	1,603	94.72%	14,385	10,459	3,926	27.29%	22,000	11,541
		Total	65,200	60,047	5,154	7.90%	554,202	521,749	32,453	5.86%	847,603	325,854
Total		Regular	2,956,215	2,794,880	161,335	5.46%	25,340,301	24,553,441	786,859	3.11%	38,515,787	13,962,346
		IPT	21,440	11,719	9,721	45.34%	396,140	299,868	96,272	24.30%	621,400	231,834
		OT	428,421	368,783	59,638	13.92%	3,684,313	3,118,655	565,658	15.35%	5,456,966	2,338,948
		Reimb.	(4,000)	(2,188)	(1,813)	45.31%	(34,000)	(31,611)	(2,389)	7.03%	(52,000)	(20,389)
		Total	3,402,076	3,173,195	228,881	6.73%	29,386,754	27,940,353	1,446,400	4.92%	44,542,153	16,512,738

Vacancy Report:

City Collector	1	Information Systems	2	Traffic Engineering	1	Coliseum	3
Engineering	1	Public Works (all)	23	Homeland Security	1	Total All	70
MOECD	1	Police - Uniform	14	Parks & Recreation	2		
Building Department	1	Fire - Uniform	20	Total General Fund	67		

Prepared: 3/29/2024
Finance Director

Month has 2 pay periods (1/14/2024 - 2/10/2024)
YTD has 17 pay periods (6/18/2023 - 2/10/2024)

CITY OF CHARLESTON
Payroll Variance Analysis
March 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Mayor	409	Regular	36,714	36,769	(54)	-0.15%	244,763	245,124	(361)	-0.15%	318,192	73,068
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	36,714	36,769	(54)	-0.15%	244,763	245,124	(361)	-0.15%	318,192	73,068
Mayor - CARE Office	409-02	Regular	14,100	14,100	0	0.00%	94,002	99,968	(5,966)	-6.35%	122,202	22,234
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	14,100	14,100	0	0.00%	94,002	99,968	(5,966)	-6.35%	122,202	22,234
City Council	410	Regular	19,500	18,000	1,500	7.69%	130,000	111,000	19,000	14.62%	169,000	58,000
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	19,500	18,000	1,500	7.69%	130,000	111,000	19,000	14.62%	169,000	58,000
City Manager - Admin.	412-00	Regular	68,413	67,149	1,265	1.85%	456,088	428,715	27,372	6.00%	592,914	164,199
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	68,413	67,149	1,265	1.85%	456,088	428,715	27,372	6.00%	592,914	164,199
City Treasurer	413	Regular	15,967	15,086	881	5.52%	106,449	100,776	5,673	5.33%	138,384	37,608
		IPT	1,385	1,029	356	25.72%	9,231	8,487	744	8.06%	12,000	3,514
		OT	-	-	-		-	-	-		-	-
		Total	17,352	16,115	1,237	7.13%	115,680	109,263	6,417	5.55%	150,384	41,121
City Collector	414	Regular	93,345	87,858	5,487	5.88%	622,298	575,499	46,798	7.52%	808,987	233,488
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	38	(38)		-	(38)
		Total	93,345	87,858	5,487	5.88%	622,298	575,537	46,761	7.51%	808,987	233,450
City Clerk	415	Regular	15,666	15,666	0	0.00%	104,442	104,393	49	0.05%	135,774	31,381
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	15,666	15,666	0	0.00%	104,442	104,393	49	0.05%	135,774	31,381

CITY OF CHARLESTON
Payroll Variance Analysis
March 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Municipal Court	416	Regular	37,601	36,675	926	2.46%	250,673	239,393	11,280	4.50%	325,875	86,482
		IPT	2,077	-	2,077	100.00%	13,846	5,306	8,540	61.68%	18,000	12,694
		OT	3,078	1,320	1,758	57.11%	20,519	10,138	10,382	50.59%	26,675	16,537
		Total	42,756	37,995	4,760	11.13%	285,038	254,837	30,201	10.60%	370,550	115,713
City Attorney	417	Regular	45,838	46,700	(862)	-1.88%	305,584	306,447	(863)	-0.28%	397,259	90,812
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,838	46,700	(862)	-1.88%	305,584	306,447	(863)	-0.28%	397,259	90,812
Accounting	418	Regular	33,902	33,701	201	0.59%	226,012	219,952	6,059	2.68%	293,815	73,863
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	33,902	33,701	201	0.59%	226,012	219,952	6,059	2.68%	293,815	73,863
Engineering - General	420-00	Regular	58,626	52,192	6,434	10.97%	390,840	392,286	(1,446)	-0.37%	508,092	115,806
		IPT	1,154	-	1,154		7,692	-	7,692		10,000	10,000
		OT	-	-	-		-	-	-		-	-
		Total	59,780	52,192	7,588	12.69%	398,532	392,286	6,247	1.57%	518,092	125,806
Engineering - Stormwater	420-01	Regular	16,427	16,427	(0)	0.00%	109,514	109,514	(1)	0.00%	142,368	32,854
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	16,427	16,427	(0)	0.00%	109,514	109,514	(1)	0.00%	142,368	32,854
MOECD	421	Regular	46,417	42,553	3,864	8.33%	309,449	279,002	30,447	9.84%	402,284	123,282
		IPT	1,200	605	595	49.57%	80,400	75,756	4,644	5.78%	120,000	(44,244)
		OT	-	-	-		-	630	(630)		-	-
		Total	47,617	-	4,459	9.36%	389,849	355,389	34,461	8.84%	522,284	79,038
Human Resources	422	Regular	45,426	46,343	(917)	-2.02%	302,837	307,996	(5,159)	-1.70%	393,688	85,692
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	45,426	46,343	(917)	-2.02%	302,837	307,996	(5,159)	-1.70%	393,688	85,692
Mail Room	431	Regular	3,797	3,917	(120)	-3.16%	25,312	26,001	(689)	-2.72%	32,906	6,905
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	6	(6)		-	-
		Total	3,797	3,917	(120)	-3.16%	25,312	26,007	(695)	-2.74%	32,906	6,905

CITY OF CHARLESTON
Payroll Variance Analysis
March 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Building Department	436	Regular	82,008	68,559	13,448	16.40%	546,718	446,648	100,070	18.30%	710,734	264,086
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	13	Total	82,008	68,559	13,448	16.40%	546,718	446,648	100,070	18.30%	710,734	264,086
Actual	12											
Planning	437	Regular	56,013	56,523	(510)	-0.91%	373,419	376,321	(2,902)	-0.78%	485,445	109,124
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	8	Total	56,013	56,523	(510)	-0.91%	373,419	376,321	(2,902)	-0.78%	485,445	109,124
Actual	8											
Information Systems	439	Regular	62,387	51,194	11,194	17.94%	415,915	337,744	78,172	18.80%	540,690	202,946
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
Budget	9	Total	62,387	51,194	11,194	17.94%	415,915	337,744	78,172	18.80%	540,690	202,946
Actual	7											
General Services	440	Regular	52,014	52,806	(792)	-1.52%	346,758	353,679	(6,920)	-2.00%	450,786	97,107
		IPT	1,154	-	1,154	100.00%	7,692	-	7,692	100.00%	10,000	10,000
		OT	8,756	2,182	6,574	75.08%	58,374	50,490	7,884	13.51%	75,886	25,396
Budget	11	Total	61,924	54,988	6,936	11.20%	412,825	404,168	8,656	2.10%	536,672	132,504
Actual	11											
Constituent Services	442-01	Regular	25,464	25,647	(182)	-0.72%	169,763	170,843	(1,080)	-0.64%	220,692	49,849
		IPT	2,700	-	2,700	100.00%	18,000	-	18,000	100.00%	23,400	23,400
		OT	-	-	-		-	-	-		-	-
Budget	4	Total	28,164	25,647	2,518	8.94%	187,763	170,843	16,920	9.01%	244,092	73,249
Actual	4											
Morris Square Property	500	Regular	7,878	7,572	306	3.89%	52,520	49,686	2,834	5.40%	68,276	18,590
		IPT	-	-	-		-	-	-		-	-
		OT	231	629	(398)	-172.63%	1,538	1,556	(17)	-1.13%	2,000	444
Budget	2	Total	8,109	8,201	(92)	-1.13%	54,058	51,242	2,817	5.21%	70,276	19,034
Actual	2											
Public Works	566	Regular	26,716	25,154	1,562	5.85%	178,107	158,673	19,434	10.91%	231,539	72,866
		IPT	-	-	-		-	-	-		-	-
		OT	577	-	577	100.00%	3,846	1,777	2,069	53.80%	5,000	3,223
Budget	4	Total	27,293	25,154	2,139	7.84%	181,953	160,450	21,503	11.82%	236,539	76,089
Actual	4											
Public Grounds - Adm.	567-00	Regular	105,955	82,933	23,022	21.73%	706,368	599,347	107,021	15.15%	918,278	318,931
		IPT	-	-	-		-	-	-		-	-
		OT	3,183	7,921	(4,737)	-148.81%	21,223	58,840	(37,617)	-177.25%	27,590	(31,250)
Budget	26	Total	109,139	90,854	18,285	16.75%	727,591	658,187	69,404	9.54%	945,868	287,681
Actual	21											

CITY OF CHARLESTON
Payroll Variance Analysis
March 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Public Grounds - C/T	567-01	Regular	8,610	10,017	(1,407)	-16.34%	57,397	67,419	(10,022)	-17.46%	74,616	7,197
		IPT	-	-	-		-	-	-		-	-
		OT	552	1,151	(599)	-108.40%	3,683	10,273	(6,590)	-178.93%	4,788	(5,485)
		Total	9,162	11,168	(2,006)	-21.89%	61,080	77,692	(16,612)	-27.20%	79,404	1,712
Police - Uniform	700-00	Regular	1,110,848	1,045,531	65,317	5.88%	7,405,653	7,105,261	300,392	4.06%	9,627,349	2,522,088
		OT	297,873	287,802	10,071	3.38%	2,091,838	2,143,034	(51,195)	-2.45%	2,687,584	544,550
		Reimb.	(4,615)	(1,152)	(3,463)	-75.04%	(30,769)	(16,187)	(14,582)	-47.39%	(40,000)	(23,813)
		Total	1,404,105	1,332,181	71,925	5.12%	9,466,722	9,232,108	234,614	2.48%	12,274,933	3,042,825
Police - Civilian	700-01	Regular	103,712	102,751	961	0.93%	691,412	660,682	30,730	4.44%	898,835	238,153
		IPT	5,769	3,190	2,579	44.71%	38,462	14,185	24,277	63.12%	50,000	35,815
		OT	11,691	10,008	1,683	14.39%	77,938	63,320	14,617	18.76%	101,319	37,999
		Total	121,172	115,949	5,223	4.31%	807,811	738,187	69,624	8.62%	1,050,154	311,967
Fire - Uniform	706-00	Regular	1,060,803	1,033,107	27,696	2.61%	7,525,293	7,876,079	(350,785)	-4.66%	9,646,900	1,770,822
		OT	185,977	160,177	25,800	13.87%	1,397,793	852,458	545,335	39.01%	1,769,746	917,288
		Reimb.	(1,385)	(4,185)	2,800	202.25%	(9,231)	(20,761)	11,530	124.91%	(12,000)	8,761
		Total	1,245,395	1,189,099	56,296	4.52%	8,913,855	8,707,776	206,080	2.31%	11,404,646	2,696,870
Fire - Civilian	706-01	Regular	11,034	11,005	29	0.26%	73,558	68,373	5,184	7.05%	95,625	27,252
		IPT	-	-	-		-	-	-		-	-
		OT	346	-	346		2,308	-	2,308		3,000	3,000
		Total	11,380	11,005	375	3.29%	75,865	68,373	7,492	9.88%	98,625	30,252
Traffic	712	Regular	52,047	45,043	7,004	13.46%	346,979	315,991	30,988	8.93%	451,073	135,082
		IPT	577	-	577	100.00%	3,846	-	3,846	100.00%	5,000	5,000
		OT	1,510	216	1,294	85.69%	10,065	15,444	(5,380)	-53.45%	13,084	(2,360)
		Total	54,134	45,259	8,875	16.39%	360,890	331,435	29,455	8.16%	469,157	137,722
Emergency Services	716	Regular	9,658	-	9,658	100.00%	64,384	-	64,384	100.00%	83,699	83,699
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	9,658	-	9,658	100.00%	64,384	-	64,384	100.00%	83,699	83,699
Street	750	Regular	296,865	242,469	54,397	18.32%	1,979,101	1,633,915	345,186	17.44%	2,572,831	938,916
		IPT	-	-	-		-	-	-		-	-
		OT	24,497	16,088	8,408	34.32%	235,311	200,250	35,061	14.90%	284,304	84,054
		Total	321,362	258,557	62,805	19.54%	2,214,412	1,834,165	380,246	17.17%	2,857,135	1,022,970

CITY OF CHARLESTON
Payroll Variance Analysis
March 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Equipment Maintenance	754	Regular	90,050	89,239	811	0.90%	600,330	592,775	7,555	1.26%	780,429	187,654
		IPT	-	-	-		-	-	-		-	-
		OT	7,187	5,690	1,497	20.83%	47,912	35,402	12,510	26.11%	62,286	26,884
		Total	97,236	94,929	2,308	2.37%	648,242	628,177	20,066	3.10%	842,715	214,538
Refuse & Recycling	800	Regular	259,533	240,743	18,790	7.24%	1,730,218	1,740,092	(9,875)	-0.57%	2,249,283	509,191
		IPT	-	-	-		-	-	-		-	-
		OT	31,141	7,645	23,496	75.45%	207,606	97,683	109,923	52.95%	269,888	172,205
		Total	290,674	248,388	42,285	14.55%	1,937,824	1,837,776	100,048	5.16%	2,519,171	681,395
Parks & Recreation	900	Regular	148,198	135,591	12,607	8.51%	987,987	901,572	86,415	8.75%	1,284,383	382,811
		IPT	12,880	10,002	2,878	22.34%	212,520	193,318	19,202	9.04%	322,000	128,682
		OT	6,953	717	6,236	89.68%	46,353	52,622	(6,269)	-13.52%	60,259	7,637
		Total	168,031	146,311	21,720	12.93%	1,246,860	1,147,513	99,347	7.97%	1,666,642	519,129
Public Arts	906	Regular	6,613	6,613	(0)	0.00%	44,084	44,084	(0)	0.00%	57,309	13,225
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	6,613	6,613	(0)	0.00%	44,084	44,084	(0)	0.00%	57,309	13,225
Spring Hill Cemetery	952	Regular	43,113	42,476	637	1.48%	287,422	268,118	19,304	6.72%	373,649	105,531
		IPT	-	-	-	0.00%	-	-	-	#DIV/0!	-	-
		OT	1,334	232	1,101	82.58%	8,890	2,216	6,674	75.07%	11,557	9,341
		Total	44,447	42,709	1,738	3.91%	296,312	270,335	25,978	8.77%	385,206	114,871
General Fund		Regular	4,171,257	3,908,107	263,149	6.31%	28,261,648	27,313,369	948,279	3.36%	36,604,161	9,290,792
		IPT	28,895	14,826	14,069	48.69%	391,689	297,052	94,637	24.16%	570,400	184,860
		OT	584,884	501,779	83,106	14.21%	4,235,197	3,596,178	639,019	15.09%	5,404,966	1,809,424
		Reimb.	(6,000)	(5,337)	(663)	-11.05%	(40,000)	(36,948)	(3,052)	-7.63%	(52,000)	(15,052)
		Total	4,779,036	4,419,375	359,661	7.53%	32,848,534	31,169,652	1,678,883	5.11%	42,527,527	11,270,024

CITY OF CHARLESTON
Payroll Variance Analysis
March 2024

Department		Type	Current Month				Year To Date				Annual	
Name	Code	Wages	Budget	Actual	Variance	%	Budget	Actual	Variance	%	Budget	Available
Business Improvement Dist.	568	Regular	5,121	4,257	865	16.88%	34,142	23,109	11,034	32.32%	44,385	21,276
		IPT	-	-	-		-	-	-		-	-
		OT	-	60	(60)		-	114	(114)		-	(114)
		Total	5,121	4,317	805	15.71%	34,142	23,222	10,920	31.98%	44,385	21,163
Land Reuse Agency	428	Regular	5,192	5,285	(92)	-1.78%	34,615	20,258	14,357	41.48%	45,000	24,742
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	5,192	5,285	(92)	-1.78%	34,615	20,258	14,357	41.48%	45,000	24,742
CARE Fund	409-02	Regular	37,408	37,390	18	0.05%	249,385	243,003	6,381	2.56%	324,200	81,197
		IPT	-	-	-		-	-	-		-	-
		OT	-	-	-		-	-	-		-	-
		Total	37,408	37,390	18	0.05%	249,385	243,003	6,381	2.56%	324,200	81,197
Coliseum & Conv. Center	910-01	Regular	83,474	68,243	15,231	18.25%	556,491	483,335	73,156	13.15%	723,438	240,103
		IPT	-	-	-		-	-	-		-	-
		OT	3,462	8,539	(5,078)	-146.69%	23,077	22,282	795	3.44%	30,000	7,718
		Total	86,935	76,782	10,153	11.68%	579,568	505,617	73,951	12.76%	753,438	247,821
Parking System	571	Regular	89,377	89,440	(63)	-0.07%	595,848	583,089	12,759	2.14%	774,603	191,514
		IPT	5,885	1,575	4,310	73.24%	39,231	19,216	20,014	51.02%	51,000	31,784
		OT	2,538	291	2,247	88.53%	16,923	10,750	6,173	36.48%	22,000	11,250
		Total	97,800	91,306	6,494	6.64%	652,002	613,055	38,947	5.97%	847,603	234,548
Total		Regular	4,391,829	4,112,722	279,107	6.36%	29,732,130	28,666,163	1,065,966	3.59%	38,515,787	9,849,624
		IPT	34,780	16,401	18,380	52.85%	430,920	316,269	114,651	26.61%	621,400	216,644
		OT	590,884	510,669	80,215	13.58%	4,275,197	3,629,324	645,873	15.11%	5,456,966	1,828,279
		Reimb.	(6,000)	(5,337)	(663)	11.05%	(40,000)	(36,948)	(3,052)	7.63%	(52,000)	(15,052)
		Total	5,011,493	4,634,454	377,039	7.52%	34,398,247	32,574,808	1,823,439	5.30%	44,542,153	11,879,494

Vacancy Report:

City Collector	1	Public Works (all)	22	Parks & Recreation	2	Coliseum	3
Engineering	1	Police - Uniform	15	Cemetery	1	Total All	69
Building Department	1	Fire - Uniform	20	Total General Fund	66		
Information Systems	2	Homeland Security	1				



City of Charleston
Planning Department
Annual Report 2023

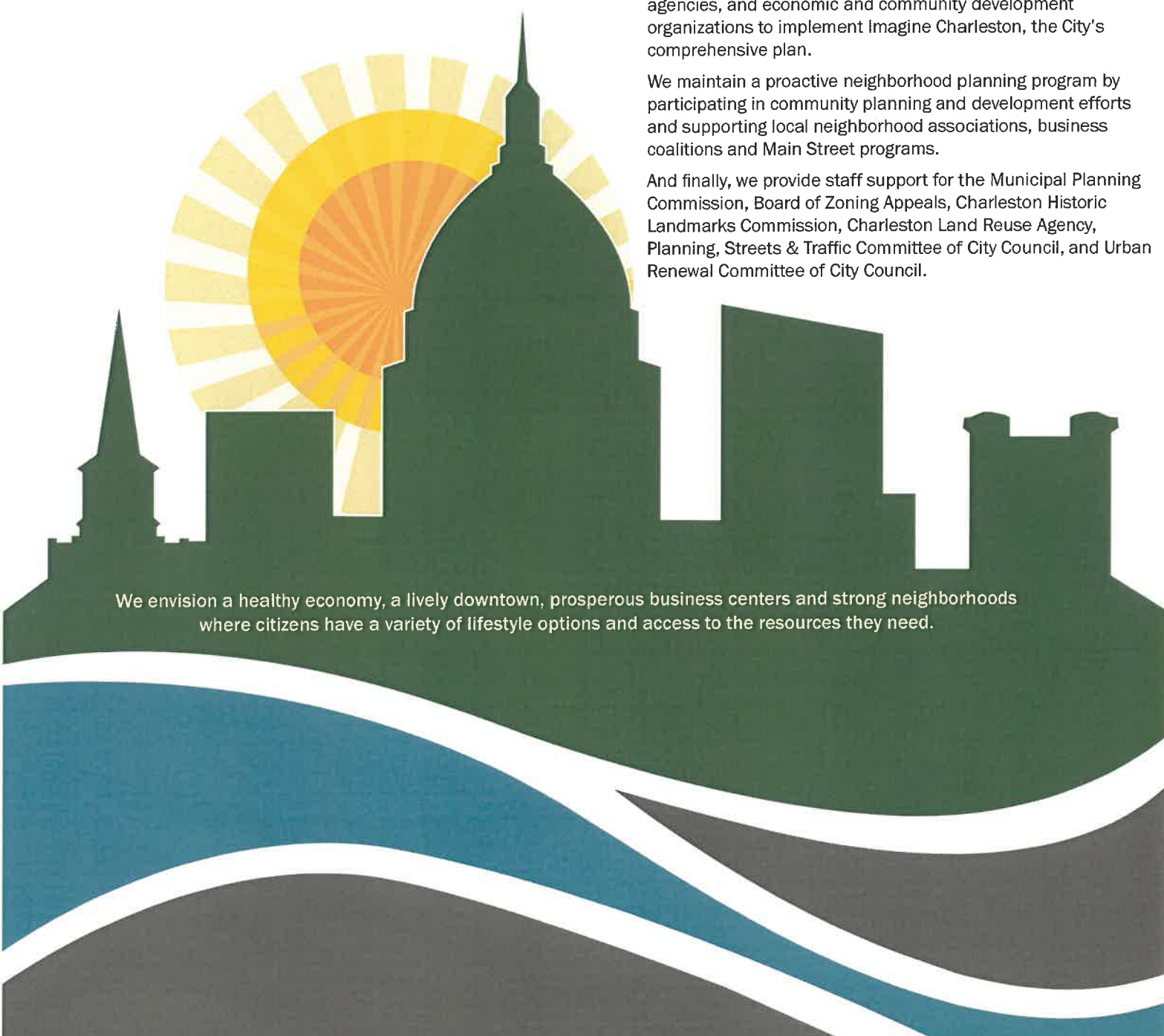
It is our mission to steward Charleston's Comprehensive Plan by creating and enforcing balanced development codes, engaging in economic and community development initiatives, and applying sustainable planning practices. In doing so, we manage day-to-day planning and zoning functions, including:

- review site plans and issue zoning permits
- coordinate subdivision applications
- make floodplain determinations and issue permits
- conduct compliance reviews for business licensing, including home-based businesses and ABCC licenses
- maintain the official zoning map and perform other mapping projects
- provide technical support and assistance for other City departments and regional agencies
- enforce the Zoning Ordinance
- respond to citizen inquiries

We also work with other City Departments, private developers, the Charleston Urban Renewal Authority, social service agencies, and economic and community development organizations to implement Imagine Charleston, the City's comprehensive plan.

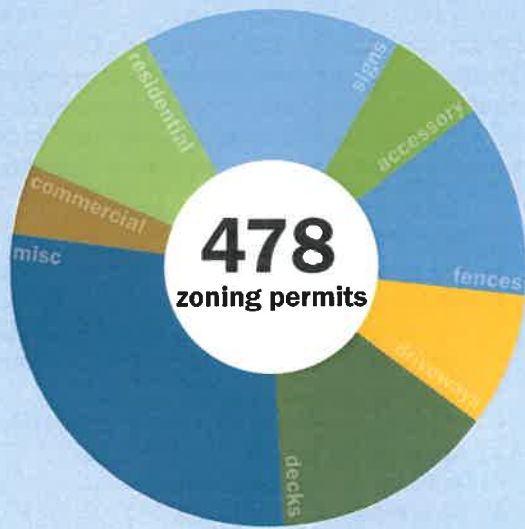
We maintain a proactive neighborhood planning program by participating in community planning and development efforts and supporting local neighborhood associations, business coalitions and Main Street programs.

And finally, we provide staff support for the Municipal Planning Commission, Board of Zoning Appeals, Charleston Historic Landmarks Commission, Charleston Land Reuse Agency, Planning, Streets & Traffic Committee of City Council, and Urban Renewal Committee of City Council.

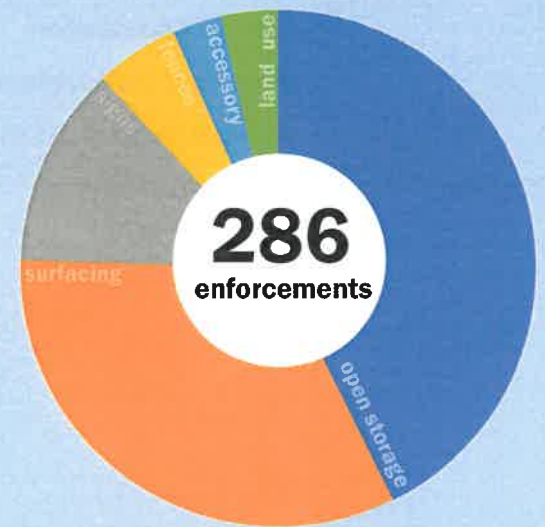


We envision a healthy economy, a lively downtown, prosperous business centers and strong neighborhoods where citizens have a variety of lifestyle options and access to the resources they need.

permitting & enforcement



- permits up 9% over 2022
- 8 new single family dwellings
- new commercial construction resulted in 2 general stores, 2 restaurants, and a day care facility
- 28 citations were issued when property owners failed to comply



community development

Outdoor Dining: Mailed reminders, processed renewal applications, ensured insurances was in place and that the indemnification and hold harmless agreements were active. **Mapping & Data Analysis:** Continued to provide mapping and data analysis for Team Up to Clean Up, grant applications, and a variety of other community development efforts throughout the City. Revised the Corridor G map made available annually to all City staff for determination of which businesses are in which municipality. **Vacant Structures:** Revised workflows, continued implementation, and managed billing for the Vacant Structure registry. **Floodplain Management:** Continued to work with Regional Intergovernmental Council to develop a 5-year hazard mitigation plan for Kanawha, Boone, Clay and Putnam counties. Continued participation in the Community Rating System for lower flood insurance premiums. Began targeted outreach to owners of flood-prone properties. **Technical Assistance:** Provided technical support to the UC Labor Day of Service event including developing all mapping and coordinating supplies. Coordinated with the Abandoned Properties Coalition on legislative initiatives relating to land reuse, tax delinquent properties, and redevelopment. Served as a participating agency working toward an environmental impact statement for the Yeager Airport Runway Expansion. **Public Space Improvements:** Collaborated with the Office of Public Art on installations and events throughout the city. Continued efforts to improve Ruffner Park & Cemetery. Supported efforts to improve the public realm within the City Center Business Improvement District through participation in the BID's steering committee. **Collaboration:** Abandoned Properties Coalition, WV Chapter of the American Planning Association, Regional Intergovernmental Council's Transportation Technical Advisory and Bicycle & Pedestrian Advisory Committees, WV Municipal League's Legislative Policy Committee, WV Municipal Home Rule Board, West Side Neighborhood Association, East End Community Association, Kanawha City Neighborhood Association, CURA, Community Development Committee of the Charleston Area Alliance, Charleston Urban Works, Better Building Team, Luna Park Historic District Team DOW Community Advisory Panel.

boards & commissions

