

CHARLESTON CITY COUNCIL

Regular Meeting

February 18, 2025

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 2-18-2025

PROCLAMATIONS

1. 2-18-2025

COMMUNICATIONS

1. 2-18-2025

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 25-009 - Authorizing the City Manager to purchase 27 Getac mobile data terminal computers for the Charleston Police Department from Brooks Network Services through a Sourcewell contract.
2. Resolution No. 25-016 – Authorizing the Mayor or City Manager to grant temporary and

permanent easements from the City to the Charleston Sanitary Board for the Magazine Branch Improvements Project as referenced in the attached documents.

3. Resolution No. 25-017 – Authorizing the filing of civil actions for the condemnation of property for sanitary sewer easements necessary for the Sanitary Board to complete Phase I of its Magazine Branch Rehabilitation Project.
4. Resolution No. 25-018 – Authorizing approval of Amendment No. 6 of the FY 2024-2025 General Fund Budget.
5. Resolution No. 25-019 - Authorizing the Mayor or City Manager to purchase a Jeep Grand Cherokee for Emergency Services from Stephens Auto Center.
6. Resolution No. 25-020 - Authorizing the Mayor or City Manager to purchase a 2025 Ford F-250 Regular Cab truck for Traffic Engineering from Frankfort Ford.
7. Resolution No. 25-021 - Authorizing the Mayor or City Manager to enter into a contract with Silling Associates, Inc. for architecture and engineering services for renovations and improvements to Public Safety Center and the Charleston Police Department.

REPORTS OF OFFICERS

1. 2-18-2025

NEW BILLS

1. 2-18-2025

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE MARCH 3, 2025 AT 7:00PM

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

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

WHEREAS: Black History Month—celebrated annually in February—provides us with an opportunity to recognize, celebrate and honor the contributions Black Americans have made to our city, state, and country; and

WHEREAS: Black History month encourages the sharing of stories and experiences that bring our community closer while fostering cultural awareness and understanding—serving as a platform to educate people about the struggles and contributions of Black Americans and providing greater visibility to those driving change and promoting unity; and

WHEREAS: This year's Black History Month theme explores the deep and lasting connections between Black Americans and the world of work—highlighting the ways labor has shaped the collective Black experience, driving progress, resilience, and transformation; and

WHEREAS: Dr. Carter G. Woodson, the “Father of Black History Month,” dedicated his life to preserving and promoting the rich history and contributions of Black Americans, particularly in the workforce, recognizing that labor has long been a cornerstone of Black resilience, progress, and empowerment; and

WHEREAS: Black Americans have played pivotal roles in driving Charleston's economic, cultural, spiritual, social, and educational growth, throughout our Capital City's history; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize February 2025 as

Black History Month

In Charleston, West Virginia and encourage all citizens to recognize and celebrate the contributions of Black Americans in our Capital City and the region.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 18th day of February 2025.



A handwritten signature in dark ink, appearing to read "Amy Shuler Goodwin", written over a horizontal line.

Amy Shuler Goodwin, Mayor

**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

- WHEREAS:** 350,000+ people experience out-of-hospital cardiac arrest annually, with 70% occurring at home and only about one in 10 surviving; and
- WHEREAS:** 23,000+ children under the age of 18 experience out-of-hospital cardiac arrest with almost 40% of these being sports-related; and
- WHEREAS:** Immediate CPR can double or triple survival chances, but less than 50% of those in cardiac arrest receive CPR before emergency responders arrive; and
- WHEREAS:** American Heart Month recognizes the importance of CPR education and automated external defibrillator (AED) training accessibility during cardiac emergencies—underscoring the need for more widespread training in life-saving techniques.
- WHEREAS:** American Heart Month also provides us with an opportunity to empower individuals to make heart-healthy choices including managing stress, taking a daily walk, preparing healthier meals, getting enough sleep, and scheduling routine health screenings; and
- WHEREAS:** Organizations such as the American Heart Association, healthcare professionals, and community advocates work tirelessly to advance research, improve treatment, and promote policies and initiatives that support cardiovascular health for all; and

NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize February 2025 as

American Heart Month

In Charleston, West Virginia and urge all citizens to educate themselves about heart health and learn life-saving techniques such as CPR.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 18th day of February 2025.




Amy Shuler Goodwin, Mayor

Resolution No. 25-009

Introduced in Council:

Adopted by Council:

February 18, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 25-009 - Authorizing the City Manager to purchase twenty-seven (27) Getac mobile data terminal computers for the Charleston Police Department from Brooks Network Services through a Sourcewell contract. The total cost of \$67,404.15 will be split between the 2024 BJAG grant for twelve (12) MDTs and \$37,446.75 for the remaining fifteen (15) budgeted in Fiscal Year 2025.

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

That the City Manager is authorized to purchase twenty-seven (27) Getac mobile data terminal computers for the Charleston Police Department from Brooks Network Services through a Sourcewell contract. The total cost of \$67,404.15 will be split between the 2024 BJAG grant for twelve (12) MDTs and \$37,446.75 for the remaining fifteen (15) budgeted in Fiscal Year 2025.

Quotation

Brooks Network Services, LLC.
403 Burlington Ave.
Gibsonville, NC 27249 US
(336) 270-5895
sbrooks@brooksnetworkservices.com

ADDRESS

Sgt Lucas
Charleston Police Department WV
501 Virginia St. East
Charleston, WV 25301

SHIP TO

Sgt Lucas
Charleston Police Department WV
501 Virginia St. East
Charleston, WV 25301

QUOTATION #	DATE	EXPIRATION DATE
8200	10/01/2024	03/31/2025

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	ST276ADASHXX S410G5: i5-1340P, WinHello, Win11+16GB, 256GB PCIe SSD, SR LCD+TS+Stylus, Backlit KBD, WIFI+BT+4G+GPS+PT, TB4, 3 Yr Limited Warr Sourcewell 090122-GET Contract MSRP: \$2937.00 Sell Price: \$2,496.45 Discount Margin: %15	27	2,496.45	67,404.15

Sales and use tax is not included.

FOB: Origin

All quotes expire 30 days from the date of issue unless otherwise noted.

SUBTOTAL	67,404.15
TAX	0.00
TOTAL	\$67,404.15

Accepted By

Accepted Date

Please Remit Payments to:
Brooks Network Services, LLC
PO Box 1921
Burlington, NC 27216

Resolution No. 25-016

Introduced in Council:

Adopted by Council:

February 18, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 25-016 - Authorizing the Mayor or City Manager to grant temporary and permanent easements from the City to the Charleston Sanitary Board for the Magazine Branch Improvements Project as referenced in the attached documents.

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

That the Mayor or City Manager is hereby authorized to grant temporary and permanent easements from the City to the Charleston Sanitary Board for the Magazine Branch Improvements Project as referenced in the attached documents.

SANITARY SEWER PERMANENT EASEMENT AGREEMENT

THIS SANITARY SEWER PERMANENT EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its successors, or assigns, a perpetual easement and right-of-way ten feet (10') in width, five feet (5') on each side of the centerline of the pipeline to be installed, on, over, across, under and through lands owned by the party of the first part, situate in Kanawha County, West Virginia, running approximately three hundred sixty-six (± 366) feet in length, for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing a sewer line and all appurtenances thereto, the location of said easement being more specifically depicted on the drawings attached hereto and made a part hereof titled Easement Exhibit, dated November 15, 2024. The property which is subject to this easement was conveyed to the party of the first part by deeds, which are of record in the Office of the Clerk of the County Commission of Kanawha County in Deed Book 1556, at page 109 and Deed Book 2326, at page 993.

Together with the right, but not the duty, to cut, trim, clear or otherwise control and remove from the easement area hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures and/or other obstructions that may endanger the safety of or interfere with the construction, installation, maintenance, repair and use of said sanitary sewer line.

The said party of the first part further grants and conveys unto said Board, its successors, assigns, and/or contractors (a) the unrestricted right of ingress, egress and regress, to and from said right-of-way and easement for all purposes and at all times to respond to emergencies and, otherwise at all reasonable times, and (b) a temporary construction right-of-way and easement of such width as is reasonable and necessary to carry out the construction, installation, repair, replacement, rehabilitation, lining, or removal of all or part of the above-described sewer lines. The said party of the first part does also grant and convey unto the said Board, its heirs, successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, and removal of the sewer pipeline or lines proposed to be laid on said right-of-way and easement.

This easement and right-of-way is made upon and subject to the following terms and conditions:

1. The party of the first part, subject to (a) the capacity of said sewer line, (b) the capacity of the system into which said line flows and (c) restrictions of the Board and regulatory authorities, all at such time of connection in the future, shall be permitted to tap said sewer line and use the same for the benefit of their property described above, upon payment of

the connection fee in effect at the time of such connection and, as established by the Board, upon payment of such sewer user charges as are, or may be fixed by ordinances or by rules of the Board, to use the sewer for service for their property only. The Board shall not be required to bear any portion of expenses incurred by the party of the first part in constructing a sewer line to the sewer tap.

2. The party of the first part retains the right to use and enjoy the lands described above through which the sewer easement extends for purposes not inconsistent with the rights herein granted to the Board. The party of the first part agrees to the following:
 - (a) not to construct improvements on the easement or to take any other action which would interfere with the sewer line and the rights of the Board to construct, install, operate, maintain, repair, replace, rehabilitate, line, or remove the sewer line;
 - (b) not to plant trees or other vegetation which could damage the sewer line or interfere with the rights herein granted;
 - (c) not to alter the ground profile of the land within the easement without the written consent of the Board.
3. The rights herein granted include the right of ingress and egress over the lands of the party of the first part to and from the easement for the purpose of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing the sewer line. The rights herein granted further include the right to use reasonable portions of the lands of the party of the first part immediately adjacent to the easement for said purpose.
4. The Board, upon completion of any construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of the sewer line, agrees that it will do the following:
 - (a) restore the property of the party of the first part, only to the extent such restoration is compatible with the easement and right-of-way granted herein, to its condition immediately prior to the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of the said sewer, as nearly as reasonably possible;
 - (b) repair, replace or compensate the party of the first part for any damage to any building, structure or other improvements which are not encroachments on this easement;
 - (c) reseed, re-sod or compensate the party of the first part for damage to any established lawn;
 - (d) repair, replace or compensate the party of the first part for damage to sidewalks, driveways or other pavements, and any underground structure or appurtenances thereto which are not encroachments on this easement; and
 - (e) replace, restore or compensate the party of the first part for damage to any trees or shrubbery on their land but off the easement area provided for herein, caused by any acts of ingress and egress onto the subject easement.

This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this conveyance is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the City of Charleston, a West Virginia municipal corporation, has caused its name to be signed hereto by its duly qualified officers as of the date first above written.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by AMY SHULER GOODWIN, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of said municipal corporation.

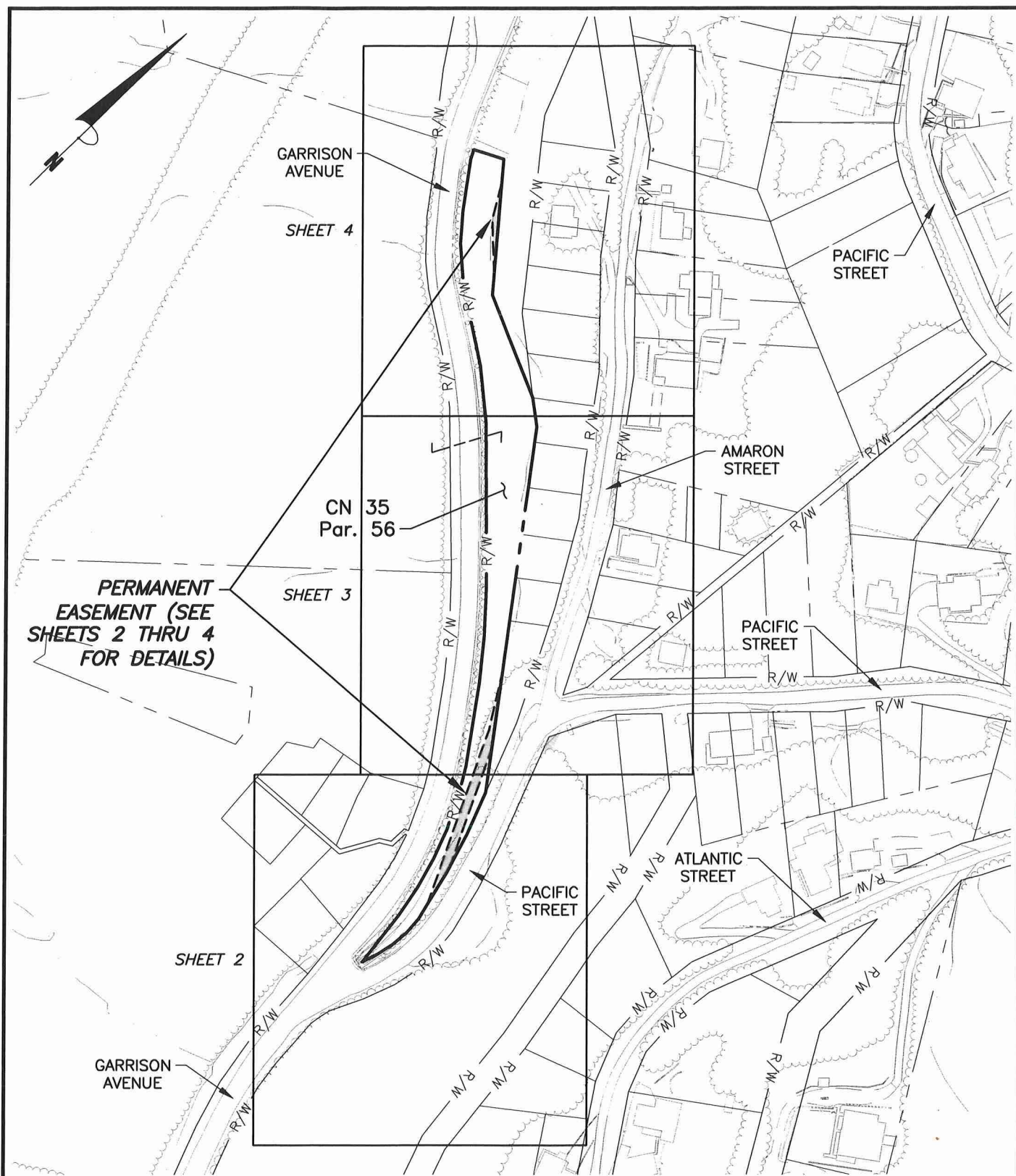
Given under my hand this _____ day of _____, 2025.

My commission expires _____.

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON NORTH CORPORATION
DISTRICT 10

MAP NO. 35
PARCEL 56

JOB NO. 61440

SCALE: NONE

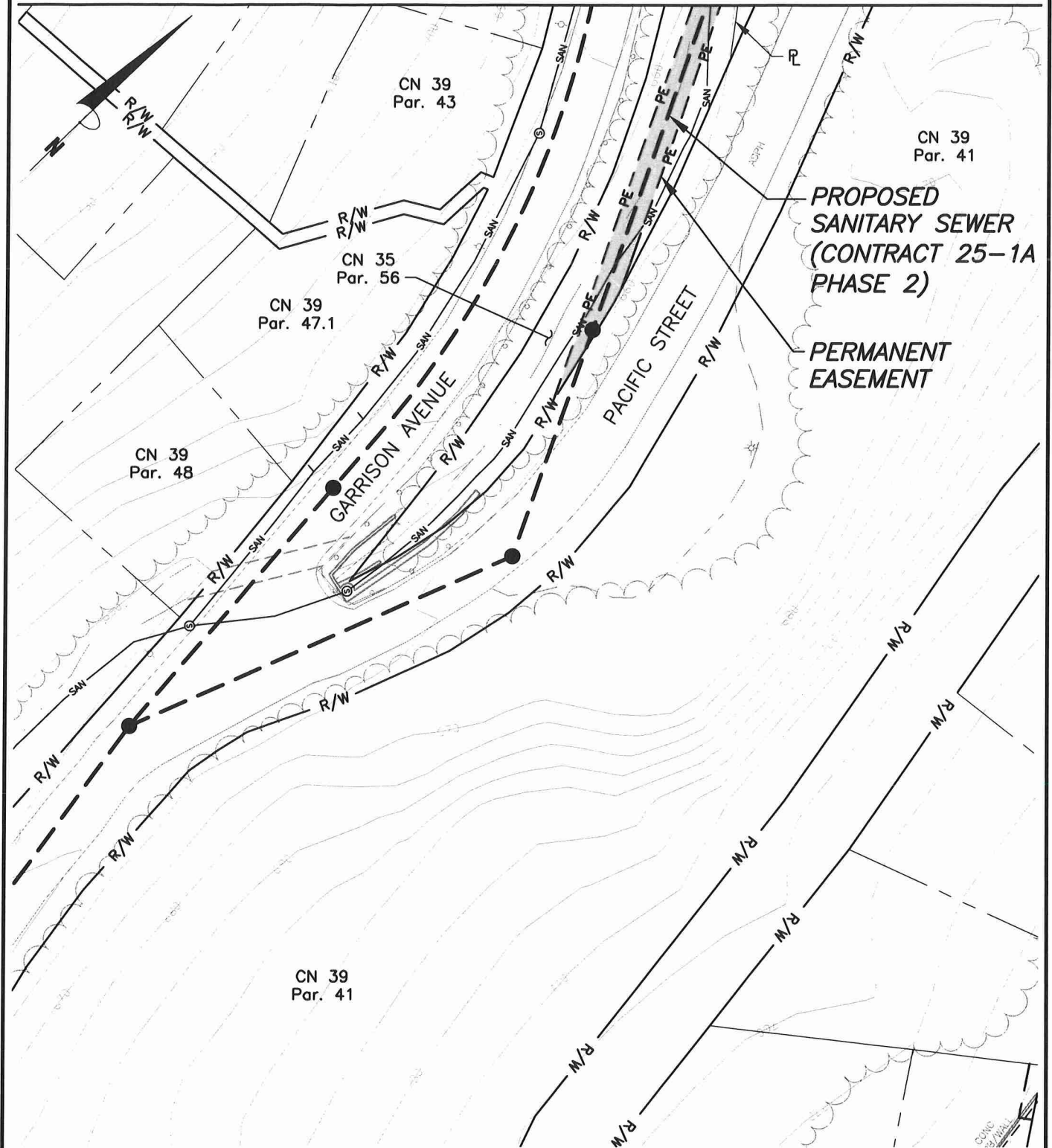
DATE: 11/15/24

SHEET NO.
1

OF
4

MATCHLINE

SEE SHEET 3 OF 4



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON NORTH CORPORATION
DISTRICT 10

MAP NO. 35
PARCEL 56

JOB NO. 61440

SCALE: NONE

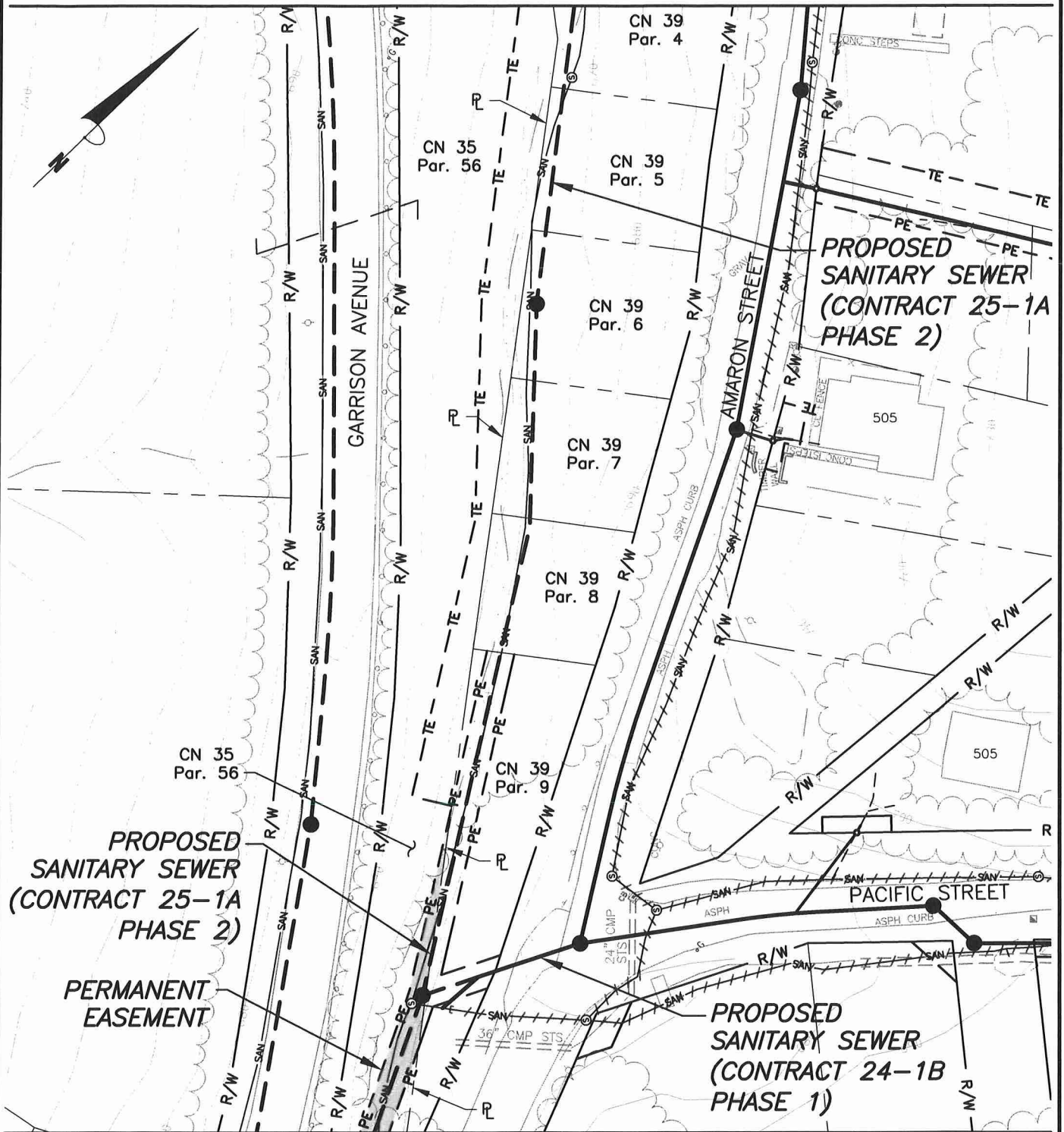
DATE: 11/15/24

SHEET NO.
2

OF
4

MATCHLINE

SEE SHEET 4 OF 4



MATCHLINE

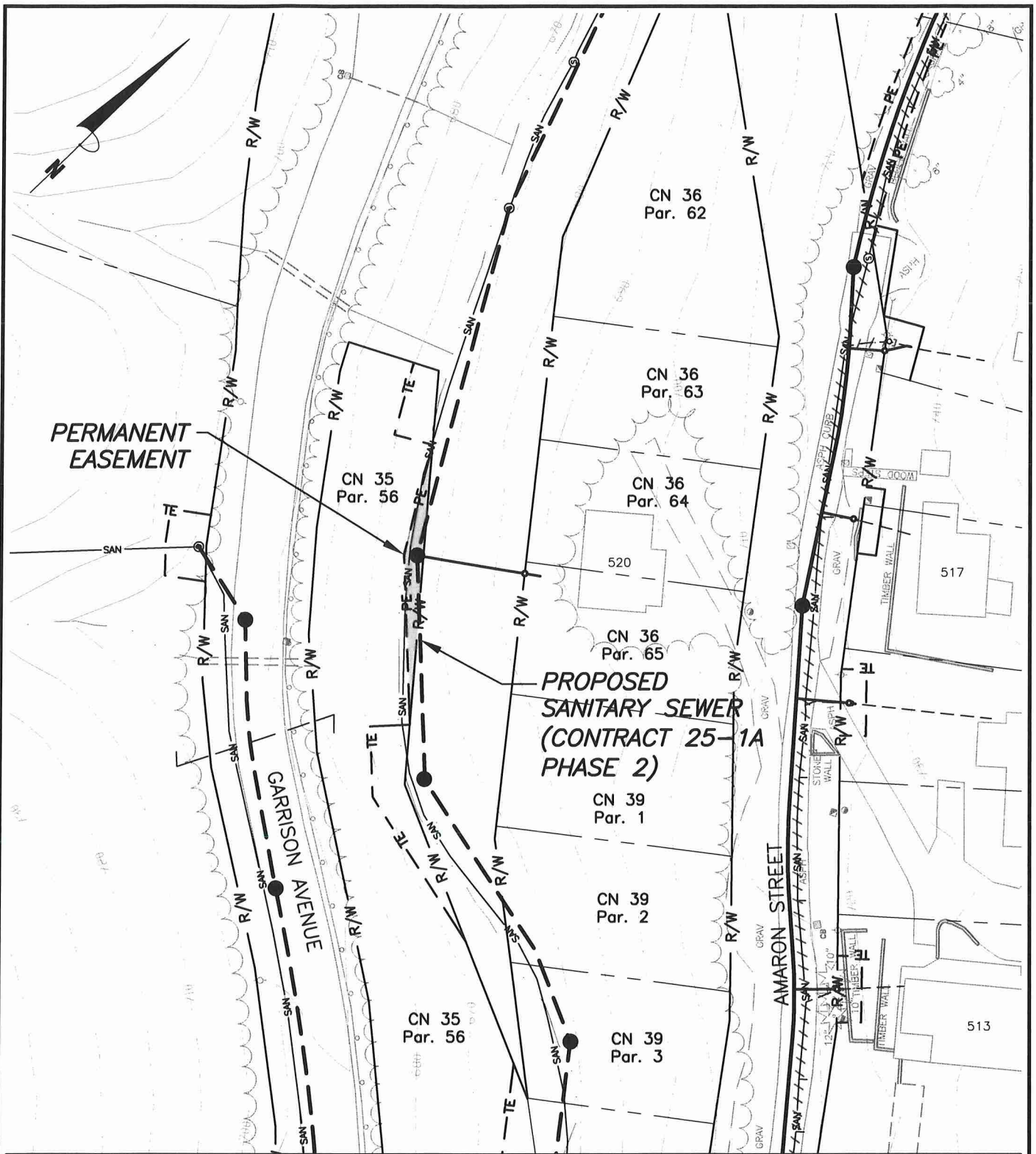
SEE SHEET 2 OF 4

SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT
CHARLESTON NORTH CORPORATION
DISTRICT 10
MAP NO. 35
PARCEL 56

JOB NO. 61440	
SCALE: NONE	
DATE: 11/15/24	
SHEET NO. 3	OF 4



MATCHLINE

SEE SHEET 3 OF 4

SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON NORTH CORPORATION
DISTRICT 10

MAP NO. 35
PARCEL 56

JOB NO. 61440

SCALE: NONE

DATE: 11/15/24

SHEET NO.

4

OF

4

TEMPORARY EASEMENT AGREEMENT

THIS SANITARY SEWER TEMPORARY EASEMENT AGREEMENT, made this ____ day of _____, 2025, by and between THE CITY OF CHARLESTON, a municipal corporation of the State of West Virginia, party of the first part, and THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA, a municipal utility, hereinafter called the Board, party of the second part;

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT and CONVEY unto the Board, its successors, assigns, or contractors, a temporary construction easement and right-of-way of such width and length as is reasonable and necessary for the purposes of constructing, installing, operating, maintaining, repairing, replacing, rehabilitating, lining, and removing underground sanitary sewer lines and all appurtenances thereto which are located on property owned by the party of the first part, and/or adjacent property, and for ingress to and egress from the area of the temporary easement and right-of-way hereby conveyed, including the mobility of equipment, the location of said easement being more specifically depicted on the drawings attached hereto and made a part hereof titled Easement Exhibit, dated November 15, 2024. The property which is subject to this easement was conveyed to the party of the first part by deeds, which are of record in the Office of the Clerk of the County Commission of Kanawha County in Deed Book 1556, at page 109 and Deed Book 2326, at page 993.

Together with the right, but not the duty, to cut, trim, clear and otherwise control and remove from the area of the temporary easement and right-of-way hereby conveyed all brush, undergrowth, trees, tree roots, shrubs, grass, weeds, structures or other obstructions that may endanger the safety of or interfere with the construction, installation, operation, maintenance, repair, replacement, rehabilitation, lining, or removal of said sanitary sewer line.

The temporary easement and right-of-way hereby granted and conveyed is made upon and subject to the following terms and conditions:

1. The party of the first part shall not, without advance written consent from the Board: (a) construct any improvements on the area of the temporary easement and right-of-way; (b) take any other action that would interfere with the rights of the Board to use the temporary easement and right-of-way to construct, install, operate, maintain, repair, replace, rehabilitate, line, and remove the sanitary sewer line on property owned by the party of the first part and/or adjacent property; or (c) alter the profile of the easement and right-of-way area.
2. The Board agrees: (a) to not construct any permanent improvements on the property referenced herein; (b) to not permanently alter the ground profile; and (c) to restore the property referenced herein to its condition immediately prior to construction as nearly as reasonably possible.
3. This agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

4. This temporary easement and right-of-way shall expire five (5) years from the date of this Agreement.

DECLARATION OF CONSIDERATION OR VALUE: The party of the first part hereby declares that this temporary easement is not subject to excise tax on the privilege of transferring real property for the reason that it is a conveyance to a political subdivision of the State of West Virginia.

IN WITNESS WHEREOF, the City of Charleston, a West Virginia municipal corporation, has caused its name to be signed hereto by its duly qualified officers as of the date first above written.

CITY OF CHARLESTON

By: _____
Amy Shuler Goodwin
Mayor

ATTEST:

Miles C. Cary, II, City Clerk

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, To-Wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by AMY SHULER GOODWIN, the Mayor of the CITY OF CHARLESTON, a West Virginia municipal corporation, for and on behalf of said municipal corporation.

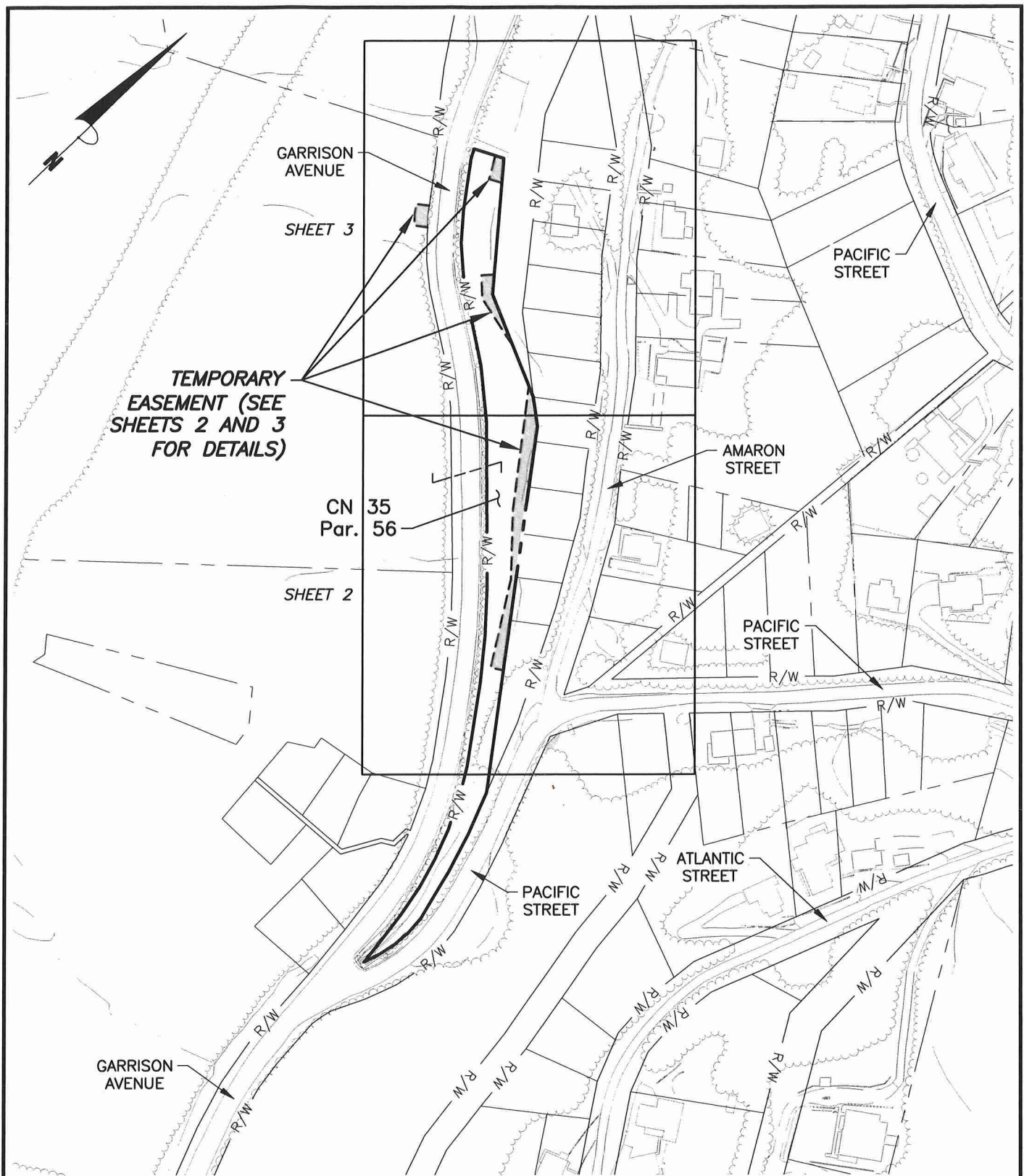
Given under my hand this _____ day of _____, 2025.

My commission expires _____.

Notary Public

[NOTARIAL SEAL]

This instrument was prepared by: Susan J. Riggs, Esquire (WV State Bar # 5246), Spilman Thomas & Battle, PLLC, 300 Kanawha Boulevard, East, Charleston, WV 25301



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON NORTH CORPORATION
DISTRICT 10

MAP NO. 35
PARCEL 56

JOB NO. 61440

SCALE: NONE

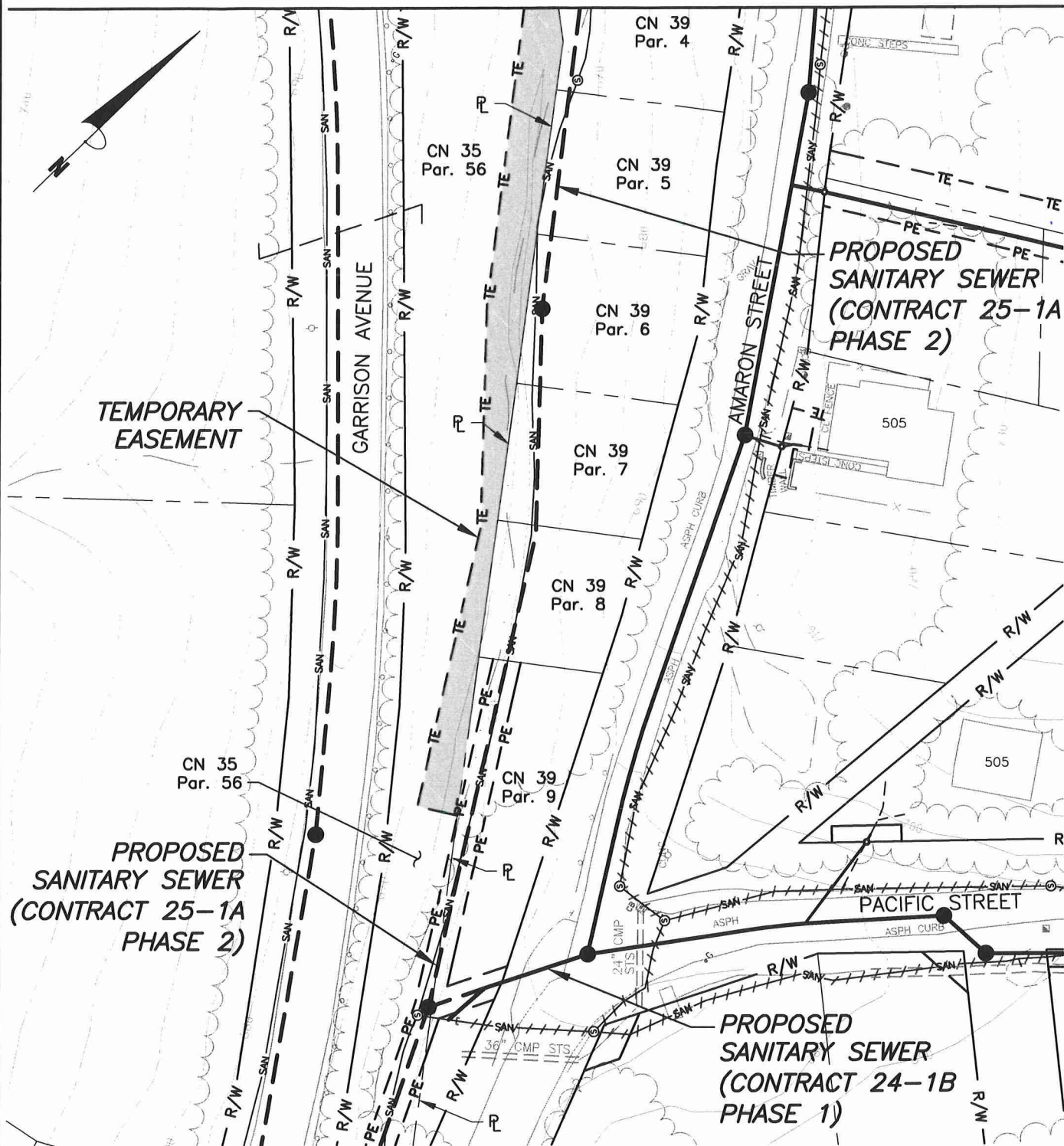
DATE: 11/15/24

SHEET NO.
1

OF
3

MATCHLINE

SEE SHEET 3 OF 3



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON NORTH CORPORATION
DISTRICT 10

MAP NO. 35
PARCEL 56

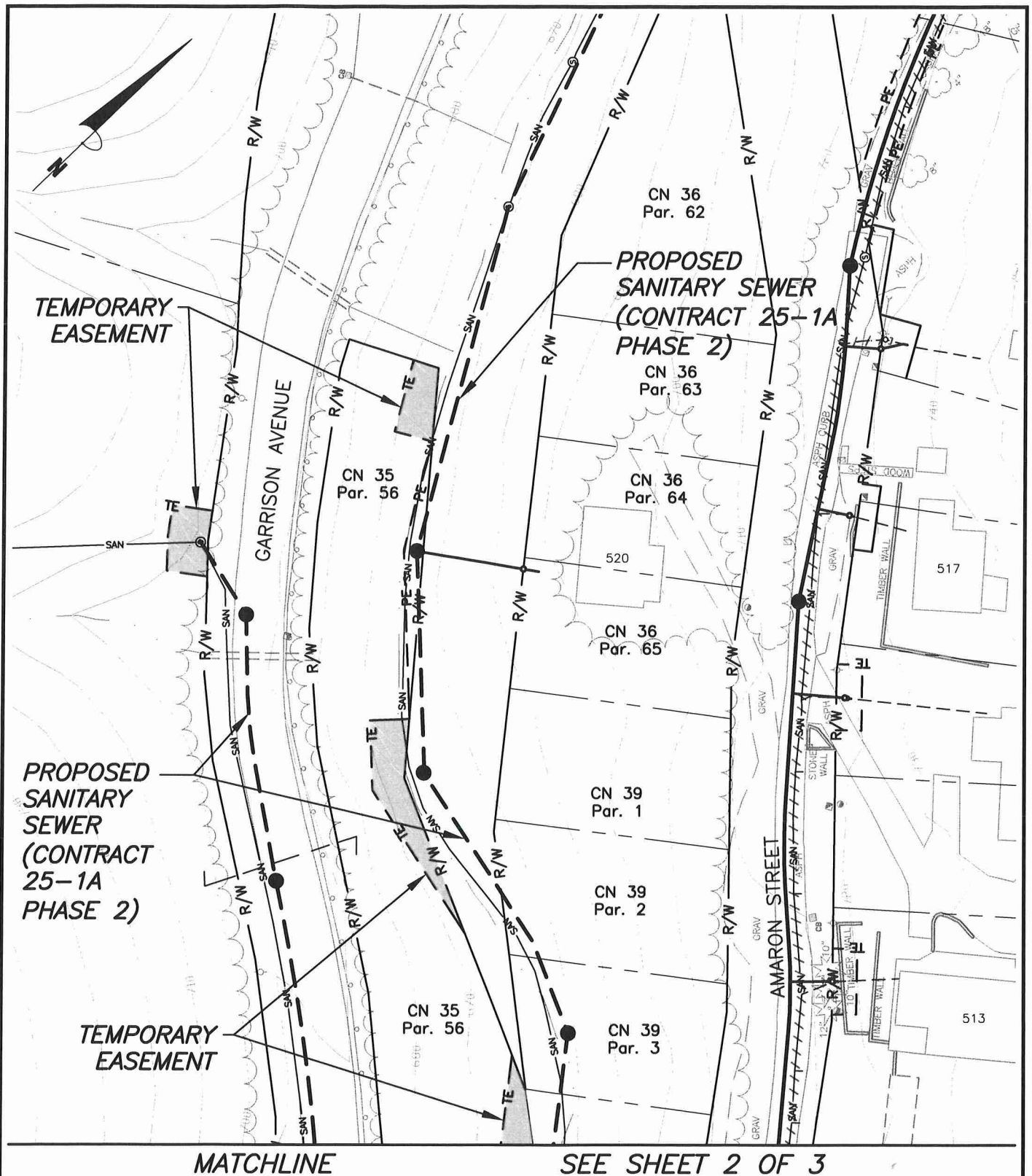
JOB NO. 61440

SCALE: NONE

DATE: 11/15/24

SHEET NO.
2

OF
3



SANITARY BOARD
OF THE CITY OF
CHARLESTON,
WEST VIRGINIA, A
MUNICIPAL UTILITY



TITLE: EASEMENT EXHIBIT

CHARLESTON NORTH CORPORATION
DISTRICT 10

MAP NO. 35
PARCEL 56

JOB NO. 61440

SCALE: NONE

DATE: 11/15/24

SHEET NO.
3

OF
3

1 Resolution No. 25-017

2
3 Introduced in Council:
4 February 18, 2025

Adopted by Council:

5
6 Introduced by:
7 Jospeh Jenkins

Referred to:
Finance Committee

8
9 Resolution No. 25-017 -

10
11 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLESTON, WEST
12 VIRGINIA AUTHORIZING THE FILING OF CIVIL ACTIONS FOR THE
13 CONDEMNATION OF PROPERTY FOR SANITARY SEWER EASEMENTS NECESSARY
14 FOR THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA TO
15 CONSTRUCT, INSTALL AND COMPLETE PHASE I OF ITS MAGAZINE BRANCH
16 SANITARY SEWER REPLACEMENT AND REHABILITATION PROJECT
17

18 WHEREAS, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board")
19 has presented a Resolution requesting the City Council of the City of Charleston, West Virginia to
20 authorize the City of Charleston (the "City") to file civil actions in the Circuit Court of Kanawha
21 County for the condemnation of property for sanitary sewer permanent easements, temporary
22 easements, temporary construction access easements, and temporary access easements necessary
23 for the Sanitary Board to construct, install and complete Phase I of its Magazine Branch Sewer
24 Replacement and Rehabilitation Project (the "Project");
25

26 WHEREAS, the City, in accordance with the provisions of Chapter 16, Article 13 of the Code of
27 West Virginia, 1931, owns the sewerage system, both within and without the corporate limits of
28 the City, consisting of a sewage treatment plant or plants and its collecting, intercepting and outlet
29 sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations and all
30 other appurtenances, extensions, improvements and betterments necessary, appropriate, useful,
31 convenient or incidental for the collection, treatment, purification and disposal in a sanitary manner
32 of liquid and solid waste, sewage and industrial waste (the "System");
33

34 WHEREAS, the Sanitary Board, created by Ordinance of the City Council adopted March 17,
35 1952, is a separate entity from the City;
36

37 WHEREAS, by Ordinance of the City Council adopted June 16, 1952, custody, administration,
38 operation and maintenance of the System were placed under the supervision and control of the
39 Sanitary Board;
40

41 WHEREAS, due to statutory provisions under which the City owns the System, it is necessary for
42 the City to file civil actions for the condemnation of property for easements necessary for the
43 System;

44 WHEREAS, the Sanitary Board is pursuing the Project in the areas of the City including, but not
45 limited to, Garrison Avenue (between Edgewood Drive and terminus); Atlantic Street; Amaron

1 Street; Beulah Street; Pacific Street; Crestlin Drive; Earle Street; Spreigel Drive; Melrose Drive;
2 Charmac Drive; Wood Road; Summit Drive; and Edgewood Drive, which is necessary to correct
3 older, failing sewer collection lines and is necessary for the health and welfare of the citizens of
4 the City;

5
6 WHEREAS, the Project includes the replacement and/or rehabilitation of approximately 22,000
7 linear feet of a combination of 8", 10", and 12" sanitary sewer lines, and numerous permanent
8 easements and temporary construction easements are necessary to undertake and complete the
9 Project;

10
11 WHEREAS, the Sanitary Board and its right-of-way agents have diligently sought easement
12 agreements for such necessary easements from the affected property owners and have received
13 and recorded many signed easement agreements;

14
15 WHEREAS, due to numerous factors including, but not limited to, out-of-state property owners,
16 properties held in heirships with numerous heirs, some whose location is unknown, and
17 uncooperative or uncommunicative property owners, the Sanitary Board has been unable to obtain
18 by negotiation and agreement all of the necessary sewer easements; and

19
20 WHEREAS, the Sanitary Board has no choice but to request the City to authorize the filing of civil
21 actions for the acquisition, pursuant to the City's power of eminent domain, certain property
22 interests in order to obtain the necessary sewer easements for the Project; now, therefore,

23
24 Be it Resolved by the Council of the City of Charleston, West Virginia, as follows:

25
26 Section 1. To accomplish construction of the Project in the aforesaid areas of the City necessary
27 for the health and welfare of the citizens of the City, the Sanitary Board must obtain easements
28 across and through certain properties as set forth on Exhibit A to this Resolution.

29
30 Section 2. The Sanitary Board requests the Council of the City to authorize the City, on behalf of
31 and by and through the Sanitary Board and its counsel to file civil actions for the acquisition for
32 the Sanitary Board, pursuant to the power of eminent domain, of the property interests set forth on
33 Exhibit A and to take such other and further action as may be reasonably necessary to acquire the
34 property rights for easements necessary to construct, install, operate, maintain, repair, replace,
35 rehabilitate, line and remove sewer lines and appurtenances thereto.

36
37 Section 3. The Council of the City hereby authorizes the City, on behalf of and by and through
38 the Sanitary Board and its counsel to file civil actions for the acquisition for the Sanitary Board,
39 pursuant to the power of eminent domain, of the property interests set forth on Exhibit A as needed
40 and to take such other and further action as may be reasonably necessary to acquire the property
41 rights for easements necessary to construct, install, operate, maintain, repair, replace, rehabilitate,
42 line and remove sewer lines and appurtenances thereto.

EXHIBIT A

LIST OF EASEMENTS TO BE CONDEMNED FOR THE MAGAZINE BRANCH SEWER REPLACEMENT AND REHABILITATION PROJECT

February 11, 2025

Tax Map/Parcel	Type of Easement
CN 30 / 33	Temporary and Permanent
CN 30 / 36	Temporary and Permanent
CN 31 / 59	Temporary
CN 33 / 7	Temporary
CN 33 / 15	Temporary
CN 33 / 35	Permanent
CN 33 / 36.1	Permanent
CN 33 / 40	Temporary
CN 36 / 3	Temporary
CN 36 / 43	Permanent
CN 36 / 51	Temporary
CN 36 / 58	Permanent
CN 36 / 67	Temporary
CN 36 / 92	Permanent
CN 36 / 100	Temporary
CN 36 / 101	Temporary
CN 33 / 56	Temporary and Permanent
CN 36 / 76	Permanent
CN 36 / 77	Temporary
CN 36 / 82	Temporary and Permanent
CN 36 / 107	Permanent
CN 36 / 109	Temporary and Permanent
CN 36 / 123	Temporary and Permanent
CN 36 / 126	Permanent
CN 36 / 137	Permanent
CN 36 / 141	Permanent
CN 36 / 165	Temporary
CN 37 / 4	Temporary
CN 37 / 6	Temporary
CN 37 / 7	Temporary and Permanent
CN 37 / 8	Temporary
CN 37 / 24	Permanent
CN 37 / 25	Temporary
CN 37 / 32	Temporary
CN 37 / 33	Permanent
CN 37 / 35	Temporary
CN 37 / 36	Permanent
CN 39 / 9	Permanent
CN 39 / 15	Permanent
CN 39 / 16	Permanent
CN 39 / 24	Permanent
CN 39 / 27.4	Temporary and Permanent

CN 39 / 28	Permanent
CN 32 / 21	Permanent, Temporary Easement, and Temporary Construction Access Easement
CN 35 / 29	Permanent
CN 35 / 30	Temporary and Permanent
CN 35 / 41	Permanent
CN 35 / 44	Permanent
CN 35 / 47	Permanent

THE SANITARY BOARD OF THE CITY OF CHARLESTON, WEST VIRGINIA

**RESOLUTION REQUESTING THE CITY COUNCIL OF
THE CITY OF CHARLESTON, WEST VIRGINIA TO
AUTHORIZE THE CITY OF CHARLESTON TO FILE
CIVIL ACTIONS IN THE CIRCUIT COURT OF KANAWHA
COUNTY FOR THE CONDEMNATION OF PROPERTY
FOR SANITARY SEWER EASEMENTS NECESSARY FOR
THE SANITARY BOARD OF THE CITY OF CHARLESTON,
WEST VIRGINIA TO CONSTRUCT, INSTALL AND
COMPLETE ITS PHASE 1 MAGAZINE BRANCH
SANITARY SEWER REPLACEMENT AND
REHABILITATION PROJECT**

WHEREAS, the Sanitary Board of the City of Charleston, West Virginia (the "Sanitary Board") is pursuing a sewer replacement and rehabilitation project in the Magazine Branch area of the City of Charleston (the "Project") which is necessary to correct older, failing sewer collection lines and is necessary for the health and welfare of the citizens of the City of Charleston;

WHEREAS, the Project includes the replacement and/or rehabilitation of approximately 22,000 linear feet of a combination of 8", 10", and 12" sanitary sewer lines, and numerous permanent easements and temporary construction easements are necessary to undertake and complete the Project;

WHEREAS, the Sanitary Board and its right-of-way agents have diligently sought easement agreements for such necessary easements from the affected property owners and have received and recorded many signed easement agreements;

WHEREAS, due to numerous factors including, but not limited to, out-of-state property owners, properties held in heirships with numerous heirs, some whose location is unknown, and uncooperative or uncommunicative property owners, the Sanitary Board has been unable to obtain by negotiation and agreement all of the necessary sewer easements; and

WHEREAS, the Sanitary Board has no choice but to request the City of Charleston to authorize the filing of civil actions for the acquisition, pursuant to the City of Charleston's power of eminent domain, certain property interests in order to obtain the necessary sewer easements for the Project.

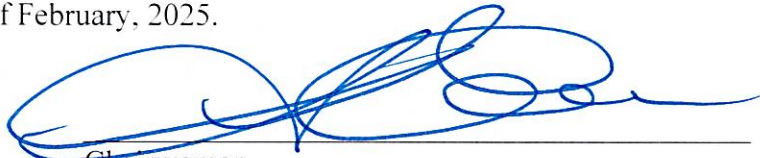
**NOW, THEREFORE, BE IT RESOLVED BY THE SANITARY BOARD OF
THE CITY OF CHARLESTON, WEST VIRGINIA AS FOLLOWS:**

Section 1. To accomplish construction of the sewer replacement and rehabilitation project in the Magazine Branch area of the City of Charleston necessary for the health and welfare of the citizens of the City of Charleston, the Sanitary Board of the City of Charleston, West

Virginia (the "Sanitary Board") must obtain easements across and through certain properties as set forth on Exhibit A to this Resolution.

Section 2. The Sanitary Board requests the City Council of the City of Charleston to authorize the City of Charleston, on behalf of and by and through the Sanitary Board and its counsel to file civil actions for the acquisition for the Sanitary Board, pursuant to the power of eminent domain, of the property interests set forth on Exhibit A and to take such other and further action as may be reasonably necessary to acquire the property rights for easements necessary to construct, install, operate, maintain, repair, replace, rehabilitate, line and remove sewer lines and appurtenances thereto.

Adopted this 13th day of February, 2025.



Chairwoman

Secretary

21590099

EXHIBIT A

LIST OF EASEMENTS TO BE CONDEMNED FOR THE MAGAZINE BRANCH SEWER REPLACEMENT AND REHABILITATION PROJECT

February 11, 2025

Tax Map/Parcel	Type of Easement
CN 30 / 33	Temporary and Permanent
CN 30 / 36	Temporary and Permanent
CN 31 / 59	Temporary
CN 33 / 7	Temporary
CN 33 / 15	Temporary
CN 33 / 35	Permanent
CN 33 / 36.1	Permanent
CN 33 / 40	Temporary
CN 36 / 3	Temporary
CN 36 / 43	Permanent
CN 36 / 51	Temporary
CN 36 / 58	Permanent
CN 36 / 67	Temporary
CN 36 / 92	Permanent
CN 36 / 100	Temporary
CN 36 / 101	Temporary
CN 33 / 56	Temporary and Permanent
CN 36 / 76	Permanent
CN 36 / 77	Temporary
CN 36 / 82	Temporary and Permanent
CN 36 / 107	Permanent
CN 36 / 109	Temporary and Permanent
CN 36 / 123	Temporary and Permanent
CN 36 / 126	Permanent
CN 36 / 137	Permanent
CN 36 / 141	Permanent
CN 36 / 165	Temporary
CN 37 / 4	Temporary
CN 37 / 6	Temporary
CN 37 / 7	Temporary and Permanent
CN 37 / 8	Temporary
CN 37 / 24	Permanent
CN 37 / 25	Temporary
CN 37 / 32	Temporary
CN 37 / 33	Permanent
CN 37 / 35	Temporary
CN 37 / 36	Permanent
CN 39 / 9	Permanent
CN 39 / 15	Permanent
CN 39 / 16	Permanent
CN 39 / 24	Permanent
CN 39 / 27.4	Temporary and Permanent

CN 39 / 28	Permanent
CN 32 / 21	Permanent, Temporary Easement, and Temporary Construction Access Easement
CN 35 / 29	Permanent
CN 35 / 30	Temporary and Permanent
CN 35 / 41	Permanent
CN 35 / 44	Permanent
CN 35 / 47	Permanent

Resolution No. 25-018

Introduced in Council:

Adopted by Council:

February 18, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

- 1 Resolution No. 25-018 - Authorizing approval of Amendment No. 6 of the FY 2024-2025 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 2024-2025 General Fund Budget as indicated on the attached
- 7 list of accounts is approved.

General Fund FY 2024-2025 Budget Amendment No. 6 - February 18, 2025

Revenues and Fund Balances

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

Expenditures

Account No.	Department	Account Description	Current Amount	Increase/ (Decrease)	Amended Amount
1001 10 69900 000 000 559800	Contingency	Contingency	265,805	(48,376)	217,429
1001 80 97600 C19 000 645900	Capital Outlay - Public Safety	Homeland Security - Vehicles & Equipment	-	48,376	48,376
Net Increase/(Decrease) to Expenditures				-	

Description:

To allocate from Contingency for the replacement of a vehicle and upfitting for the Homeland Security Emergency Management Department due to an accident.

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

Resolution No. 25-019

Introduced in Council:

Adopted by Council:

February 18, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 25-019 – Authorizing the Mayor or City Manager to purchase a new Jeep Grand
2 Cherokee 4X4 for Emergency Services from Stephens Auto Center in the amount of \$43,736.00
3 pursuant to a competitively sourced state contract.
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 purchase a new Jeep Grand Cherokee 4X4 for
8 Emergency Services from Stephens Auto Center in the amount of \$43,736.00 pursuant to a
9 competitively sourced state contract.



INSTRUCTIONS: This form must be submitted to the City Manager's Office for any purchase of materials or supplies costing **\$2,500 or more**. A minimum of **3** quotes is required for this form.

CITY OF CHARLESTON

Purchase Request

Emergency Services
Unit 716/1101

Date: 2-10-25

To: CITY MANAGER,

I request permission to purchase the following materials and/or supplies: A New

Jeep Grand Cherokee 4X4 off state contract. Through

Stephens Auto Center

Purchase justification: This is being replaced due to an accident.

If approved, the total purchase price will be: \$43,736.00

(Check One)

☐ The price is less than the \$25,000 permitted for purchases without advertising for bids and needing approval from City Council. I have not purposefully split the purchase request to keep the purchase under the \$25,000 threshold and have not favored a particular vendor. I have not shared competitive information with any vendor(s).

☐ The proposed vendor is a sole source provider for the materials/supplies requested. (Skip to **ITEM A** on page 2.)

I have contacted the following responsible vendors and have attached their written quotes for the requested item(s): (Minimum of 3 Quotes Required)

- | | | |
|----|-----------------------------|---|
| 1. | <u>Stephens Auto Center</u> | Price Quote: \$ <u>43,736.⁰⁰</u> |
| 2. | _____ | Price Quote: \$ _____ |
| 3. | _____ | Price Quote: \$ _____ |
| 4. | _____ | Price Quote: \$ _____ |
| 5. | _____ | Price Quote: \$ _____ |

The apparent low-bid vendor *meeting specifications* is: _____

AND

☐ The low-bid vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records, and I recommend authorizing the purchase through the low-bid vendor.

OR

☒ I recommend not contracting with the lowest bidder meeting specifications and instead recommend contracting with Stephens Auto Center because:

This is getting purchased off the WV State Contract.

Additionally, the recommended vendor is not delinquent on any financial obligations owed to the City of Charleston according to the City Collector's records.

ITEM A (For Sole Source Procurements ONLY)

Explain what is unique about this vendor/brand and why your department must purchase this product:

Identify at least 1 independent third party who has verified the vendor is a sole source for the item(s) requested to be purchased, and submit his/her written opinion regarding the vendor's sole source status:

(Name & Phone Number) _____

REQUESTOR'S DECLARATION

I declare that I have fully complied with the letter and intent of the City Code as it pertains to procurement and have exercised reasonable precaution to procure the item(s) requested above at the lowest price, consistent with good service and quality.

I also declare that I have no personal or business relationship with the listed vendor(s) that would be considered a conflict of interest, except as follows:

(List Actual, Potential, or Perceived Conflicts of Interest) _____

Request Submitted By: Don Ogle Department: Equipment Maintenance

Is this purchase being paid with grant funds? ☐ Yes ☒ No

Funds Approval: _____ Date: _____
Authorized Financial Officer

Account Number: _____

City Manager Approval: _____ Date: _____

**Class 8 - Automobile
Mid Size Utility**

Vendor Name: Stephens Auto Center
Manufacturer/Brand: Jeep Grand Cherokee 4x4
Model Name & Number: WLJP74

Vendor Contact: Mike Ballard
Phone No.: 304-369-2411 ext33
Email: mballard@stephensauto.com

Vehicle Requirements:			
Classification: Mid Size Utility			
Drive:	4 Wheel/All Wheel with High and Low Range	Manufacturer's Standard Available Colors	
Passenger seating:	5 minimum (including driver)	Standard Color Code	Color Description
Doors:	4, minimum	PW7	White
Wheelbase:	109 in., minimum		
GVWR:	6100 lbs. min, 7300 lbs. max.		
Engine:	6 cylinder, Minimum		
Off Road Package:	Includes but not limited to: Limited Slip rear, axle traction lock differential, heavy duty engine cooling, skid plates, gas shocks, towhooks and all terrain tires.		
Tow Package:	Installed Hitch & Wiring		
Slush/All-Weather Mats:	Installed: Driver, Passenger, Cargo Areas		

Additional Requirements:

The vehicle bid shall include the standard equipment requirements as required in section 3.3.1.1 of the specification.

Vendor Bid Response:

Vehicle fuel type	UNIT PRICE
Gasoline	\$49,736.00
Flex-Fuel	\$ -
Diesel	\$ -
CNG/BiFuel	\$ -
Hybrid	\$ -

* Tow Hook Requirement is Waived

***Options:**

FOB Dealership: (Deduct)

N/A

FOB Other than Metro Charleston - Per Mile

\$2.25

*Note - The above delivery "options" above are not evaluated as part of the award.

Resolution No. 25-020

Introduced in Council:

February 18, 2025

Adopted by Council:

Introduced by:

Joseph Jenkins

Referred to:

Finance

Resolution No. 25-020 – Authorizing the Mayor or City Manager to purchase a new 2025 Ford F-250 Regular Cab truck for Traffic Engineering from Frankfort Ford in the amount of \$79,023.14 pursuant to a competitively bid process.

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

That the Mayor or City Manager is authorized to purchase a new 2025 Ford F-250 Regular Cab truck for Traffic Engineering from Frankfort Ford in the amount of \$79,023.14 pursuant to a competitively bid process.

	Stephens Automotive Group	Mid-State Chevrolet	Frankfort Ford and Lincoln	Legacy Brothers	Finley Logistics, LLC
Item	Price	Price	Price	Price	Price
BID AND PROPOSAL FORM (2 OF 3)					
3/4 Ton 2x4 Regular Cab Truck with utility bed	\$79,143.00	\$79,754.14	\$79,023.14	\$84,890.95	\$84,898.00
Local Vendor Preference	Does not qualify	Does not qualify	Does not qualify	Does not qualify	Does not qualify

Resolution No. 25-021

Introduced in Council:

Adopted by Council:

February 18, 2025

Introduced by:

Referred to:

Joseph Jenkins

Finance

Resolution No. 25-021 – Authorizing the Mayor or City Manager to enter into a contract with Silling Associates, Inc. in the amount of \$1,598,070.00 for architecture and engineering services including the development of bid-ready construction designs, construction documents, bidding and negotiation support, and construction oversight for renovations and improvements to Public Safety Center and the Charleston Police Department.

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 Silling Associates, Inc. in the amount of \$1,598,070.00 for architecture and engineering services including the development of bid-ready construction designs, construction documents, bidding and negotiation support, and construction oversight for renovations and improvements to Public Safety Center and the Charleston Police Department.

City of Charleston West Virginia

City Treasurer's Report to City Council

Month Ending

January 31, 2025



Respectfully Submitted,

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

Benjamin D. Adams – City Treasurer

<u>Fund / Description</u>	<u>Collections January 2025</u>	<u>Withdrawals January 2025</u>	<u>YTD Balance January 2025</u>	<u>YTD Balance January 2024</u>	<u>FY % Increase / Decrease</u>
001 General Fund	12,950,879.01	11,038,125.53	16,936,739.41	23,852,188.45	-28.99
002 Coal Severance Tax	40,063.84	0.00	44,110.88	22,759.74	93.81
003 Municipal Stabilization	64,872.43	0.00	17,623,962.58	16,752,858.01	5.20
007 Business Improvement Dist Fund	5,386.74	9,384.21	84,040.17	47,313.04	77.63
009 Community Development	178,748.57	178,998.57	250.00	250.00	0.00
014 IT Infrastructure	3,639.95	26,134.84	969,999.90	1,365,745.29	-28.98
015 Charleston Land Reuse	3,974.21	6,950.21	70,503.59	45,939.61	53.47
017 Project West Invest	2.35	0.00	637.79	606.27	5.20
018 Planning Grant	29,982.92	9,988.00	56,344.92	72,001.28	-21.74
019 Tourism & Promotions	1,618.78	0.00	439,775.28	627,341.13	-29.90
020 Business Development	2,541.73	0.00	690,515.24	675,510.52	2.22
021 Community Participation	63.01	0.00	17,117.66	16,271.58	5.20
024 LGBTQ Working Group	5.25	0.00	1,425.18	1,354.74	5.20
026 Uniform Pension Reserve Fund	1,604,988.93	1,130,000.00	1,115,829.67	1,790,584.86	-37.68
027 Opioid Settlement	1,410,941.90	0.00	5,209,038.29	4,113,028.35	26.65
035 Municipal Beautification	733.09	0.00	199,159.56	114,336.24	74.19
036 Special Demolition	11.71	0.00	3,181.57	59,541.43	-94.66
037 Sister Cities	110.99	0.00	30,153.81	29,151.22	3.44
038 Solid Waste	375,278.66	78,824.82	2,187,333.60	600,869.30	264.03
039 Waste Disposal	77,479.40	77,479.40	0.00	0.00	0.00
040 Landfill Closure	30,012.73	0.00	4,802,195.59	4,439,143.17	8.18
041 Police Contributions	11,114.02	0.00	62,605.29	71,086.25	-11.93
042 Police Evidence	1,212.95	0.00	329,522.58	382,204.20	-13.78
043 Forfeited Funds	161,235.89	25,297.02	637,702.54	497,261.30	28.24
044 Municipal Court	39,907.11	31,356.47	294,151.66	264,359.70	11.27
045 Homeland Security	0.00	0.00	38,131.28	494,276.94	-92.29
046 Home-ARP Inv Trust Fund	0.03	0.00	7.79	7.13	9.26
047 Health Insurance Reserves	1,563,836.54	0.00	18,380,575.56	10,581,828.79	73.70
048 Wayfinding Commission	72.35	0.00	19,655.61	18,684.09	5.20
049 Live On The Levee	158.45	1,217.00	42,693.20	16,544.06	158.06
073 American Rescue Plan	72,744.62	307,398.44	18,787,991.42	24,308,309.02	-22.71
080 Human Rights	0.00	0.00	176,793.29	176,793.29	0.00
081 Home Program	205,977.18	212,379.59	31,588.58	23,757.62	32.96
083 Other Federal Grant Fund	7,600.00	7,600.00	0.00	0.00	0.00
085 Firefighters Assistance Grant	0.00	0.00	77.08	77.08	0.00
088 SBA Riverfront Project Donation Account	0.00	0.00	9.18	9.18	0.00
088 SBA Riverfront Project Grant Account	0.00	0.00	10,167.71	10,167.71	0.00
095 Police Grants	56,770.84	14,887.15	248,141.47	352,167.54	-29.54
097 C.A.R.E.	73,774.93	56,683.71	326,592.54	56,928.69	473.69
099 Public Arts Grant	0.00	0.00	218,201.42	246,743.42	-11.57
100 Sinking Fund	8,388.40	0.00	2,278,886.61	2,166,247.44	5.20
200 Infrastructure	638.96	0.00	173,587.02	165,007.09	5.20
214 Civic Center Capital Improvement	1,779.74	0.00	483,504.26	382,093.29	26.54
215 Municipal Auditorium Capital Improvement	1,102.38	0.00	299,484.02	296,843.22	0.89
220 General Maintenance	3,281.20	47,073.10	856,723.15	3,010,313.31	-71.54
221 City Service Fee Capital Project	2,215.73	0.00	601,949.85	356,394.06	68.90
222 Facilities Maintenance	5,900.50	3,317.86	1,601,943.39	3,289,050.69	-51.29
223 Green Initiative Fund	989.67	0.00	268,863.65	268,279.95	0.22
224 Sidewalk Improvement Fund	1,038.78	0.00	282,206.64	268,257.93	5.20
252 Public Safety Center	3,164.47	0.00	854,273.32	984,546.73	-13.23
255 Ballpark Maintenance	597.20	0.00	162,241.87	154,222.70	5.20
402 Civic Center Revenue	501,341.47	465,642.49	173,884.51	256,927.95	-32.32
406 Parking System Revenue	210,546.68	177,598.60	6,606,366.43	6,134,343.67	7.69
426 Parking Operation and Maintenance	18,023.02	151,006.77	4,841,814.07	4,189,384.53	15.57
427 Civic Center TIF Project	1,632.77	0.00	443,574.93	421,650.22	5.20
900 M - DENT	9,443.21	17.26	244,340.76	223,205.27	9.47
901 Pending Forfeiture	4,932.51	0.00	1,340,021.82	1,202,419.70	11.44
Total All Funds	19,750,757.80	14,057,361.04	111,645,964.19	115,942,112.99	-3.71

**MUNICIPAL COURT
CITY OF CHARLESTON**

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

Matt Smith, Judge

Adam Campbell, Clerk

TO: Mayor Amy Shuler Goodwin
FROM: Adam Campbell, Clerk
DATE: Thursday, February 6, 2025
RE: January 2025 Financial Information, Charleston Municipal Court

TOTAL CITATIONS FILED: 687

Criminal Violations: 156
Traffic Violations: 531
Parking:
Building Search Warrants: 0

RESTITUTION COLLECTED (paid to victims): \$1,677.22

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
Sgt. Troy VanHorn, CPD
Nikki Smith, City Clerk's Office
Andrew Workman, Mayor's Office

CHARLESTON MUNICIPAL COURT
 Report For January 1, 2025 Thru January 31, 2025

Page: 1
 FILEDST

 Violations by Filed Date...

CRIMINAL	156	
TRAFFIC	531	
Total Filed Violations		687

 Completed Cases...

Paid Fine...		
CRIMINAL	11	
TRAFFIC	329	
Total Paid Fines		340

Before Judge...		
CRIMINAL	2	
TRAFFIC	3	
Total Before Judge		5
Total Completed		345

 Other Completed...

DISMISS- OFFICER NOT WITH CITY		
CRIMINAL	3	
TRAFFIC	0	
Total		3

DISMISSED (BY COMPLAINANT)		
CRIMINAL	1	
TRAFFIC	0	
Total		1

DISMISSED OFFICER FAIL TO PROS		
CRIMINAL	4	
TRAFFIC	0	
Total		4

DISMISSED (PRESENTED INSURANCE)		
CRIMINAL	0	
TRAFFIC	52	
Total		52

DISMISSED (PRESENTED DL)		
CRIMINAL	0	
TRAFFIC	12	
Total		12

DISMISSED OFF FAIL TO PROV VIN		
CRIMINAL	0	
TRAFFIC	5	

CHARLESTON MUNICIPAL COURT

Page: 2

Report For January 1, 2025 Thru January 31, 2025

FILEDST

Total		5
DISMISSED (PROSECUTOR'S ORDER)		
CRIMINAL	3	
TRAFFIC	23	
Total		26
Dismissed at Officers Request		
CRIMINAL	3	
TRAFFIC	47	
Total		50
DISMISSED PRESENTED RECORDS		
CRIMINAL	0	
TRAFFIC	153	
Total		153
DISMISSED AFTER PT DIVERSION		
CRIMINAL	29	
TRAFFIC	24	
Total		53
Dismissed Pursuant to Plea		
CRIMINAL	43	
TRAFFIC	13	
Total		56
DISMISSED VICTIM/WITNESS FTA		
CRIMINAL	2	
TRAFFIC	0	
Total		2
DISMISSED WITHOUT PREJUDICE		
CRIMINAL	7	
TRAFFIC	4	
Total		11
RECORDS DESTROYED - CLOSED		
CRIMINAL	0	
TRAFFIC	3	
Total		3
VOIDED DOCKET		
CRIMINAL	1	
TRAFFIC	9	
Total		10
Total Other Completed		441
Grand Total Completed		786
Net Difference Filed/Complete		99-

CHARLESTON MUNICIPAL COURT

Page: 3

Report For January 1, 2025 Thru January 31, 2025 FILEDST

Warrants...-----
Issued...

CRIMINAL	125	
TRAFFIC	28	
Total Violations		153
Total Warrants Issued		153

Cleared...

CRIMINAL	132	
TRAFFIC	27	
Total Violations		159
Total Warrants Cleared		159

Change in Total Warrants	6-
--------------------------	----

Other Paid Cases...-----
Paid Fine...

Total Other Paid Fines	63
------------------------	----

FINE FINE	\$19,571.50
LAWFND LAW ENFORCE. TRAIN STATE	\$2,987.00
LAWLOC LAW ENFORCE. TRAIN (LOCAL)	\$1,180.00
CVC CRIME VICTIM'S FUND	\$2,056.00
ADMIN ADMINISTRATIVE COST	\$508.00
JAILF REGIONAL JAIL CORR.	\$9,955.50
CCF COMMUNITY CORRECTIONS FUND	\$180.00
REST RESTITUTION	\$1,677.22
PCADM PC ADMIN FEE	\$110.00
Total Fees/Fines Paid	\$38,225.22

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.