CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • SEPTEMBER 10, 2026

Commission/Board Meeting **COUNCIL CHAMBERS** **6:00 PM**

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. APPROVAL OF MINUTES

: **2026-1911:** Approval of Minutes
Meeting_Minutes_2026-08-13_v2.docx
augustSpecialMeetingMinutes.docx

3. UNFINISHED BUSINESS

: **2026-1893:** Charles Town Public Pool Splash Pad Update

: **2026-1894:** Pool Operations Discussion
estimateTechStarPoolHVAC.pdf

: **2026-1895:** CLEAN Park Initiative
REVISED CLEAN_Parks_Evitts_Run_RFP_FINAL August 31, 2026.docx

: **2026-1896:** Insurance Requirements for Events at Happy Retreat
MOU 12082015 Happy Retreat and Parks and Rec.pdf

: **2026-1897:** Parks Master Plan Discussion
Master Parks RFP.docx

4. NEW BUSINESS

: **2026-1898:** Additional Lighting at Pickleball and Basketball Courts
Pickleball_Lighting_Estimate_Report.docx
FSG Master Services Agreement - Form Fill.pdf
Gavin Bailey Pickleball-BBall Lighting Quote 08.31.2026.pdf

: **2026-1899:** Native Plants at Pickleball Courts
pickleball planting plan.pdf
631.jpg

: **2026-1900:** Selection of CLEAN Parks RFP Evaluation Panel

: **2026-1901:** Authorization of Spokesperson for RFP Negotiations

: **2026-1902:** Tree Maintenance RFP Discussion
TreeRFPSurveys.pdf

: **2026-1903:** Fall Junior Tennis and MOU Review

Executed Tennis League Agreement.pdf

: **2026-1904:** Use of the Pool by the Swim Team in 2027

: **2026-1905:** Recommended Parkland Language of Citywide Zoning Rewrite

: **2026-1906:** Manager's Report
Manager's Report 9-10-25.docx
August 2026 P&R Financials.pdf

: **2026-1907:** Park Updates

5. ADJOURNMENT

6. NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at: https://www.charlestownwv.us/government/agendas_minutes.php

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1911: Approval of Minutes

Board will review and approve meeting minutes report of last board meeting and last special meeting.

ATTACHMENTS:

- Meeting_Minutes_2026-08-13_v2.docx
- augustSpecialMeetingMinutes.docx

City of Charles Town

Parks and Recreation Commission Report
August 2026

August 13, 2026 / 6:03 PM / City Hall

I. CALL TO ORDER:

Persons Present: Elizabeth Ricketts, Nick Zaglifa, Trudy Roth, Kevin Derr, Steven Galleher, Michael Slover (remote)

Absent: Alden Roth

Staff: Gavin Bailey, Lori Nice

Guests: Matt Ward, David Grozinsky

II. APPROVAL OF MINUTES:

July 2026 - *Approved* - **Motion:** E. Ricketts; **2nd:** T. Roth - *Unanimous*

III. UNFINISHED BUSINESS

2026-1799: Charles Town Public Pool Update

The Board received updates on the new pool finishing construction and its opening date of Monday July, 27th.

The Board discussed plans for a pool photoshoot and grand opening celebration. No definitive plans were set, but The Board plans on discussing these topics closer to the beginning of next pool season.

No Action.

2026-1800: Pool Operations Discussion

The Board discussed, but took no action on, instituting a swim test or a liability waiver tied to pool passes, and directed staff to follow up with Stephanie regarding the legal precedent for removing individuals from the pool. No action was taken on the youth accompaniment/age policy at this time.

The Board was notified of bathroom timer locks that were installed on the public facing toilet set for 8:00 AM–7:00 PM; staff will post signage communicating the hours to the public. The board then discussed whether there should still be a portable toilet near the pool house.

Motion: *Remove the portable toilet located nearest the pool and retain the second unit.*

Motion: T. Roth; **2nd:** E. Ricketts - *Unanimous*

DRAFT

The Board discussed the feasibility of installing a HVAC unit in the concession stand as a way to keep staff comfortable in high heat during the swim season and as a method to control moisture and rusting of equipment in the off season.

Motion: *Engage with an HVAC contractor to evaluate the concession stand for rust and condensation concerns and provide a recommendation to The Board.*

Motion: M. Slover; **2nd:** N. Zaglifa - *Unanimous*

2026-1801: Public-Private Partnership Between Charles Town and Ranson – Community Garden Discussion

The Board discussed the MOU draft for a public-private partnership between Charles Town and Ranson Community Garden. The Board decided it was willing to adopt the MOU with the following edits:

- Replacing the personal reference to the parks and recreation manager with "his or her designee"
- Adding "including the city's tree ordinance" at the end of section 4(e)
- Revising the term and termination clause so that the agreement renews only upon manual action before the end of the contract terms.

Motion: *Adopt the MOU with edits listed above.*

Motion: E. Ricketts; **2nd:** S. Galleher - *Unanimous*

2026-1802: CLEAN Parks Initiative

The Board reviewed the draft RFP for the CLEAN Parks Initiative and requested edits to the RFP. Edits include incorporation of the West End Revitalization Project, inclusion of a prioritized list of points of interest, adding a stated core objective of shading of the Evitts Run for the sake of water temperature control, and removing mention of specific dollar amounts. Staff will incorporate the requested edits, and the item will return at a future meeting.

Updates were given about the state of the project and the current process of requesting a no-cost extension.

The board requested staff to submit a formal request to the Charles Town Utility Board (CTUB) regarding the pipes near Evitts Run.

No Action.

2026-1803: Parks Master Plan Discussion

Staff requested that the prior RFP be added to the master plan binder.

Motion: *Table the Parks Master Plan discussion.*

Motion: E. Ricketts; **2nd:** N. Zaglifa - *Unanimous*

DRAFT

2026-1804: Happy Retreat MOU Special Meeting

Trail signage still needs to be installed.

No Action.

2026-1805: Happy Retreat Bridge Dedication

Motion: *Table the item pending further updates.*

Motion: E. Ricketts; **2nd:** N. Zaglifa - *Unanimous*

2026-1806: Charles Town Parks and Recreation Maintenance Plan

Board discussed the Maintenance Plan with plans to continue discussion in subsequent meetings.

No Action.

IV. NEW BUSINESS

2026-1818: FY2027 P&R Budget Revision #1

Lori Nice presented the proposed budget revision, which includes a new auto maintenance line and auto supplies line, carryover changes, and the reclassification of bank charges and merchant costs within revenue. The revision redistributes funds between the contingency and capital funds, requiring capital funds to be moved into operations in order to balance the budget.

Motion: *Approve the FY2027 P&R Budget Revision #1.*

Motion: E. Ricketts; **2nd:** N. Zaglifa - *Unanimous*

2026-1807: Shrub Planting Proposal at the Pool

The Board expressed a preference for the planting to be led as a Tree Board volunteer project. Staff will follow up with Aaron regarding additional details, and the item will be revisited at the September meeting.

Motion: *Approve the planting site proposal.*

Motion: E. Ricketts; **2nd:** S. Galleher - *Unanimous*

2026-1808: Signage at Jefferson Memorial Park

Staff will determine ownership of the charlestownparks.rec@gmail.com email address and the phone number 304-820-2735.

Motion: *Direct staff to cover the incorrect information on the tennis court sign in the most cost-effective manner.*

Motion: N. Zaglifa; **2nd:** E. Ricketts - *Unanimous*

2026-1809: Manager's Report

DRAFT

Parks Manager Gavin Bailey provided an update on current projects and answered questions from Board members, including plans to prepare a report on pool revenue.

No Action.

2026-1810: Park Updates: Happy Retreat, Evitts Run Park, Willingham Knolls, Skate Park, Jefferson Memorial Park, Craighill Estates, Other Parkland. Public Comment

David Grozinsky addressed The Board during public comment, expressing disapproval of the pool's age-related admission rules. He stressed the need for community inclusion over exclusionary blanket rules regarding age, and noted concerns about race and class disparities associated with the rules. He also spoke to the community's lack of "third spaces" for youth and the need for more opportunities to engage kids away from screens.

The Board also discussed a Rotary volunteer project to weed around the trees and mulch beds.

Motion: *Authorize the Parks Manager to coordinate with Rotary volunteers on a Day of Caring project, with supply costs not to exceed $500.*

Motion: E. Ricketts; **2nd:** T. Roth - *Unanimous*

V. ADJOURNMENT: 9:09 PM

VI. NEXT MEETING: Remote Special Meeting August 20, 2026 at 6:00pm

DRAFT

City of Charles Town

Parks and Recreation Commission Special Meeting Report
August 2026

August 20, 2026 / 6:03 PM / Remote Via Zoom

I. CALL TO ORDER:

Persons Present: Elizabeth Ricketts, Nick Zaglifa, Trudy Roth, Kevin Derr, Steven Galleher, Michael Slover, Alden Roth

Staff: Gavin Bailey

Guests: Matt Ward

II. UNFINISHED BUSINESS

2026-1847: CLEAN Parks Initiative

The Board was given a draft copy of the Clean Parks Green Infrastructure Master Planning RFP that contained edits discussed at the last board of parks and recreation meeting.

Motion: *To adopt RFP with the edits Matt Ward sent in an email that evening before the meeting commenced.*

Motion: N. Zaglifa; **2nd:** E. Ricketts – *Unanimous*

At the end of the meeting, Board Member Steve Galleher announced that he will be accepting a position at the City of Charles Town, and as to not create a conflict of interest, he was resigning his position as a board member of the Board of Parks and Recreation effective at the end of the special meeting.

V. ADJOURNMENT: 6:14 PM

VI. NEXT MEETING: Thursday September 10, 2026 6:00pm at City Hall

DRAFT

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1893: Charles Town Public Pool Splash Pad Update

Board will receive updates on the pool splashpad construction.

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1894: Pool Operations Discussion

Board to discuss operations at the pool.

ATTACHMENTS:

- estimateTechStarPoolHVAC.pdf

ESTIMATE	#1665
ESTIMATE DATE	Sep 4, 2026
TOTAL	$11,644.00

Techstar Mechanical Services

Jim Wysong
101 W Washington St
Charles Town, WV 25414

(304) 724-3236
jwysong@charlestownwv.us

SERVICE ADDRESS

801 S Mildred St
Charles Town, WV 25414

CONTACT US

308 W Congress St
Charles Town, WV 25414

(304) 535-8572
info@techstarmechanical.com

Service completed by: Marco Bustamante

ESTIMATE

Option #1

Service completed by: Marco Bustamante

Services	qty	unit price	amount
HVAC DUCTLESS MINI SPLIT INVERTER HEAT PUMP INSTALL QUOTE	1.0	$11,644.00	$11,644.00

THE FOLLOWING QUOTE INCLUDES ALL EQUIPMENT AND MATERIALS NEEDED TO INSTALL YOUR NEW HVAC SYSTEM

EQUIPMENT: GREE 3 TON HIGH EFFICIENCY MULTI ZONE INVERTER HEAT PUMP WITH 2 18K BTU HIGH EFFICIENCY HIGH WALL MOUNT DUCT LESS AIR HANDLER UNITS

- HEAT PUMP MODEL # MUL36HP230V
- #1 AIR HANDLER MODEL # LIV18HP230V
- #2 AIR HANDLER MODEL # LIV18HP230V

INCLUDED WITH INSTALLATION

- 2018 CODE COMPLIANCE
- WORKMANSHIP GUARANTEE
- QUALITY GUARANTEE
- PROVIDE MANUAL J,S,D DOCUMENTS
- PROVIDE MECHANICAL/ELECTRICAL PERMIT
- PROVIDE EQUIPMENT AS LISTED ABOVE
- PROVIDE HVAC DUCTLESS PACKAGE TO CONDITION APPROXIMATELY 440 SQ.FT
- PROVIDE 2 REFRIGERATION SYSTEMS
- PROVIDE 2 DRAIN SYSTEMS WITH INLINE CONDENSATION PUMPS AND MATERIALS RAN TO EXTERIOR
- PROVIDE COMMUNICATION WIRING HOOKED UP BETWEEN INDOOR AND OUTDOOR EQUIPMENT
- PROVIDE OVER FLOW WATER SAFETY AT EACH INDOOR UNIT
- PROVIDE INDOOR LINE HIDE TO COVER PIPING
- PROVIDE 2 ROOF CURB FOR PIPING TO PENETRATE ROOF
- PROVIDE 230V ELECTRICAL CIRCUIT FROM PANEL BOX TO OUTDOOR HEAT PUMP. INCLUDES ALL ELECTRICAL MATERIALS
- PROVIDE SURGE PROTECTOR DISCONNECT AND WHIP TO HEAT PUMP
- PROVIDE BRACKETS, SUPPORTS AND HARDWARE FOR HEAT PUMP SUPPORT AND CLEARANCE. OUTDOOR UNIT WILL GO ON ROOF
- PROVIDE 2 GREE REMOTE THERMOSTATS
- PRESSURE TEST, VACUUM AND CHARGE THE REFRIGERATION SYSTEM WITH R32 REFRIGERANT
- SITE CLEAN UP
- REMOVAL OF TRASH
- CHECK OF ALL OPERATIONS
- LABOR

HVAC EQUIPMENT WARRANTY PROVIDED WITH INSTALLATION

- 10 YEAR PARTS WARRANTY
- 3 YEAR CRAFTSMANSHIP LABOR WARRANTY
- TECHSTAR WILL REGISTER EQUIPMENT AT COMPLETION OF THE JOB

PAYMENTS

- 50% DEPOSIT $5,822.00
- 50% FINAL COMPLETION $5,822.00

EQUIPMENT: IN STOCK
DURATION: 1 DAY 7-3:30
INSTALL DATE: TBD

Services subtotal: $11,644.00

Subtotal	$11,644.00
Tax (WV State Tax 6%)	$0.00
Total	**$11,644.00**

Pay online at www.techstarmechanical.com
or call in payment at 304-535-8572.
Credit Card payments incur an additional Processing Fee.

Make checks payable to TechStar Mechanical Services. Returned checks will incur $35.00 returned payment fee.

Your Home Comfort, Your Terms - Flexible Financing Plans. Explore your options with confidence: checking eligibility uses a soft inquiry and will not affect your credit score.

Thank you for choosing TechStar Mechanical Services.

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1895: CLEAN Park Initiative

Board will receive updates on the CLEAN Parks initiative as well as discuss the RFP and next steps.

ATTACHMENTS:

- REVISED CLEAN_Parks_Evitts_Run_RFP_FINAL August 31, 2026.docx

BOARD OF PARKS & RECREATION, CITY OF CHARLES TOWN, WEST VIRGINIA

REVISED REQUEST FOR PROPOSALS ISSUED AUGUST 31, 2026

CLEAN Parks: Evitts Run Green Infrastructure Master Plan, Shovel-Ready Facility Designs, and Option for Additional Parks & Recreation Planning

Re-Issue Date: August 31, 2026

Proposals Due: September 16, 2026

Submit To:

City of Charles Town Board of Parks and Recreation
Attn: Gavin Bailey
Parks and Recreation Manager
101 E. Washington Street
Charles Town, WV 25414

1. INTRODUCTION

This RFP issued August 21, 2026 has been revised and re-issued on August 31, 2026 as contained herein.

The City of Charles Town, West Virginia's Board of Parks & Recreation (the "Board") is requesting proposals from qualified firms to prepare a Green Infrastructure Master Plan and a set of shovel-ready design packages for designated public spaces along the Evitts Run Creek corridor. This work is part of the Board's "Charles Town Leads Environmental Action in Neighborhood Parks" initiative ("CLEAN Parks") which is funded by a federal grant.

The selected firm will participate in a community-driven planning process for the purpose of developing a green infrastructure master plan for approximately 20 acres of targeted properties along the Evitts Run Creek. From that Master Plan, the Board and the consultant will determine which green infrastructure facilities can be engineered into construction-ready designs within the contract budget. The base scope is funded by a Thriving Communities grant from the U.S. Environmental Protection Agency (EPA) Region 3 and the Green & Healthy Homes Initiative (GHHI).

This RFP also includes an OPTIONAL additive scope — a comprehensive Evitts Run Parks Concept Master Plan — that the Board may elect to award using Board/City funds rather than federal grant funds. This will be a parks and recreational master concept plan for park spaces, hardscapes, parking facilities, trail facilities, recreational equipment, and other park features, in a concept design at a level sufficient to ensure that Green Infrastructure facilities will not conflict with potential, non-green infrastructure park and recreational facilities that may be developed in the future. Firms are invited, but not required, to propose on this optional scope. The Board reserves the right to award the base scope only, the base scope plus the optional scope, or to make no award.

Both the Base Scope and the Optional Scope will be governed by local and state competitive contractor procurement processes. In addition, the Base Scope is governed by federal requirements associated with the EPA grant funding, as identified in Exhibit 3.

2. PROJECT BACKGROUND

Evitts Run is a tributary of the Shenandoah River with significant historical, cultural, and ecological importance to the City of Charles Town. The creek flows through several sections of the city, including the historically African American West End neighborhood and five public parks. One of these, Happy Retreat, is the land surrounding the historic residence of Charles Washington, youngest brother of the first president and founder of the city.

Past alterations to Evitts Run have degraded its ecological health. Partial channelization in the 1950s, tree clearing from former land uses, and a lack of stormwater runoff management have increased sediment loads, raised average water temperatures, and left adjacent land susceptible to erosion. Much of the creek corridor sits within or beside former brownfield properties that have been remediated but remain largely undeveloped, paved, or fenced. Evitts Run is listed as a Clean Water Act impaired water for fecal coliform.

The City/Board has secured a "Thriving Communities" grant, funded by EPA Region 3 and administered by the nonprofit Green and Healthy Homes Initiative (GHHI), to develop a community-driven green infrastructure master plan for the public spaces along the corridor. The initiative's express goal is a Green Infrastructure Master Plan that also includes a set of shovel-ready project designs ready to be constructed in the future with other funding. The Board is now procuring the consultant team to carry out that planning and design work.

Note that the City has undertaken a separate project to evaluate stormwater infrastructure, stormwater loadings, and stormwater runoff issues on a city-wide basis, and the information, data, and assessments produced by that separate study will be made available to the firm that is selected in this Green Infrastructure RFP. Likewise, Charles Town has previous plans for these Evitts Run park properties in its "West End Revitalization Plan" (2015), and a detailed design and preliminary construction plan for the "Evitts Run Green Infrastructure Park Project" (2014), which may be instructive to the procured contractor team and will be made available by the city.

Evitts Run Green Infrastructure Park Project Preliminary Construction Plan

Note also that the EPA Thriving Communities grant covers a broader set of activities than this consultant contract, including creation of a "CLEAN Parks Task Force" of community and organizational stakeholders providing guidance and input on this project; community engagement activities led by procured local facilitators; water quality monitoring led by partner organizations; and environmental education conducted by those other parties. The not-to-exceed budget for this contract is a subset of the total grant amount. The total funding available for the Base Scope is not expected to exceed $286,000, The total funding available for the Optional Scope will be based on price negotiations with the top-rated firm in this qualifications-based procurement.

3. SCOPE OF SERVICES

The Scope of Services is organized into a Base Scope (grant-funded) and an Optional Additive Scope (City-funded). Proposers must respond to the Base Scope. Response to the Optional Additive Scope is encouraged but not required.

BASE SCOPE (GRANT-FUNDED)

A. **Green Infrastructure Master Plan for the Evitts Run Corridor.** Through a community-driven process, transform the City/Board's existing vision and concept documents into a specific plan for deploying green infrastructure for stormwater management and community health across properties along the creek. Deliverables include a schematic corridor plan and preliminary design drawings.

These properties are contiguous along the creek and are part of roughly 22 acres of creekside parkland. See Exhibit 1 for a map of targeted properties for the master plan. Target areas include:

- The **Charles Town Public Works Yard** (7.56 acres, including Parcels 19-03-0001-0138-0000 and Parcel 19-03-0001-0121-0000);
- The **Charles Town Skatepark** (5.531 acres, including Parcels 19-03-0001-0139-0001, Parcel 19-03-0001-0136-0000, Parcel 19-03-0001-0137-0000, Parcel 19-03-0001-0147-0000, and 19-03-0001-0147-0001);
- The **Boys & Girls Club** (0.68 acres, Parcel 19-03-0001-0139-0002);
- **Evitts Run Park** (2.52 acres including Parcel 19-03-0001-0122-0000, Parcel 19-03-0001-0123-0000, Parcel 19-03-0001-0124-0000, Parcel 19-03-0001-0135-0000, Parcel 19-03-0001-0190-0000, Parcel 19-03-0001-0191-0000). Note that this park property is already fully developed, and likely requires less Green Infrastructure planning under this procurements; and
- **Perry Fields** (5.39 acres, including Parcel 19-03-0001-0212-0000, Parcel 19-03-0004-0005-0000, and Parcel 19-03-0004-0014-0002).

These properties should be evaluated in the context of other, contiguous municipal parkland properties also along the Evitts Run Creek, including the Craighill Estate Park (18.75 acres, Parcel 19-03-005A-PARK-0000) and Happy Retreat Park (12.02 acres, Parcels 19-03-0005-0006-0001 and 19-03-0005-0006-0000) (see Exhibit 2). However, the Board does not expect or require that the green infrastructure master plan, nor design of stormwater facilities, nor parks and rec concept planning, will be required for these additional properties, unless the consultant feels that the use of such lands will be critical for achieving stormwater loading reduction strategies as part of the Base Scope.

Green infrastructure to be evaluated includes riparian bioswales, rain gardens, urban tree canopy and native plantings, replacement of asphalt and other impervious surfaces with meadows and sustainable pervious playfields, and pervious parking pavement systems, among other BMPs recommended by contractor. Primary goals are reductions in loadings of stormwater pollution to the Evitts Run watershed, and cooling of the Evitts Run stream to promote trout habitat; secondary goal is improvement of the aesthetics and enjoyment of these park facilities by using Green Infrastructure as landscaping elements.

Other community engagement contractors will lead engagement in the neighborhoods and with local stakeholder organizations. This will include four community-based workshops conducted in partnership with key neighborhood and community organizations, community preference and input surveys, and outreach through traditional and social media. Partners include the African American Community Association, Jefferson County Branch of the NAACP, Boys & Girls Club of the Eastern Panhandle, Blue Ridge Watershed Coalition, WV Rivers Coalition, Charles Town Parks & Recreation Commission, Charles Town Tree Board, City of Ranson, Ranson Community Gardens, and residents.

The contractor hired through this RFP are expected to (a) participate in these engagements in person or virtually as appropriate after discussion and coordination with the Board and community engagement contractors; (b) be prepared to present the draft green infrastructure master plan at one of these community workshops; and (c) provide materials that can be placed on the city's web site and partner web sites by our organizations, to show draft and final product to the community.

B. Shovel-Ready Design Packages. Once the master plan is finalized, the consultant should recommend specific stormwater facilities or BMPs to be taken to full design, engineering, cost estimation, and construction bid documentation. The consultant will not be required to obtain permits, but is expected to identify which permits and approvals may be required, and to design stormwater facilities so that the city can obtain permitting later. The consultant shall recommend which green infrastructure facilities can be taken to full design based on factors that can include:

- Potential for greatest positive impact on reducing stormwater runoff and/or cooling the stream;
- Potential for aesthetic or park improvement value of facilities (e.g., if raingardens or tree plantings provide park aesthetic and functional improvements to property)
- Ease of ongoing maintenance by the City;
- The number of facilities and extent of full design that be accommodated by this project's budget; and
- Input from the CLEAN Parks Task Force and Charles Town Parks & Recreation Board. Note that the Parks & Recreation Board has already identified areas within this corridor that have potential stormwater issues, opportunities for deployment of future BMP facilities, or important non-stormwater parks & recreational issues, including:
    - The footbridge on the north side of West Liberty Street at its intersection with the Evitts Run Creek (impacted by water erosion);
    - The Augustine Trail, Phase 3, which is being designed to traverse Perry Fields, Evitts Run Park, and the Skatepark, including and the new pedestrian bridge over Evitts Run Creek connecting Evitts Run Park with the Skatepark.
    - The gravel lots and lanes at Perry Fields including Mount Parvo Avenue, W. Congress Street, and a gravel parking lot within that property, all of which may need stormwater management attention, and all of which need upgrades for park and recreational values.

Deliverables for this task are shovel-ready construction documents, recommendations on which permits or other approvals will need to be obtained, and cost estimates suitable for competitive construction bidding, for the priority facilities selected by the Board in consultation with the contractor. "Shovel-ready" means 100% design documents suitable for permitting and public construction bidding.

C. **Coordination and Support:** Consultant shall coordinate the master plan and facility designs with the CLEAN Parks Task Force, the Charles Town Board of Parks & Recreation, the community facilitator (led by African American Community Association), and the water quality monitoring partners in this grant (Blue Ridge Watershed Coalition and WV Rivers Coalition). This will include participation in community workshops. Consultant will also coordinate with the Charles Town Utility Board, whose wastewater collection systems traverse areas of these municipal parklands.

BASE SCOPE DELIVERABLES

- Green Infrastructure Master Plan: schematic corridor plan, preliminary design drawings, and recommendations on which facilities or projects may achieve optimal stormwater runoff reduction benefits. Provided in formats that can be both loaded onto city/partners web sites, and suitable for printing.
- Shovel-ready construction documents, engineer's cost estimates, recommendations on permits and approvals to be obtained in the future, and bid documentation for the selected priority sites.

OPTIONAL ADDITIVE SCOPE (CITY-FUNDED) — EVITTS RUN PARKS MASTER PLAN

As an optional add-on to be funded with City funds rather than the EPA/GHHI grant, the Board may commission a comprehensive Evitts Run Parks Master Plan covering the five facilities listed on page 3 of this document. This will be a concept-level plan, developed to ensure that the placement of green infrastructure facilities is integrated into, and will not conflict with, potential future parks and recreational facilities that are installed. Anticipated elements include:

- A corridor-wide parks and recreation vision covering all creekside parks (Perry Fields, Evitts Run Park, Charles Town Skate Park, Public Works Yard) (considering context of Craighill Estates Park and Happy Retreat Park. Note that Happy Retreat Park has well-developed park and recreational upgrade plans established).
- Recreational programming and amenity planning (fields, courts, play areas, gathering and event space, restrooms, lighting, parking, and signage/wayfinding).
- Trail and connectivity planning, including connection with the Augustine Trail multi-use path now under design and construction through this parks corridor.
- ADA accessibility assessment and improvements, site safety and circulation considerations.
- Conceptual designs and renderings, phasing recommendations, planning-level capital cost projections, and operations and maintenance considerations for each park.

- A prioritized, phased implementation plan aligning park improvements with the green infrastructure investments.

Firms proposing on the Optional Additive Scope should propose this Optional Additive Scope separately from the Base Scope so the City can evaluate it separately.

PREPARING AND SUBMITTING A PROPOSAL

The evaluation and selection of a firm and the contract will be based on the information submitted in the vendor's proposal plus references and any on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Proposers must submit one (1) original, bound copy for and an <u>electronic version</u> of all materials required for acceptance of their proposal by September 16, 2026 at 12:00noon Eastern Time to:

City of Charles Town Board of Parks and Recreation
Attn: Gavin Bailey
Parks and Recreation Manager
101 E. Washington Street
Charles Town, WV 25414

All proposals must be packaged, sealed and display the following information on the outside of the package: Firm/Proposer's name, address, and response to the RFP title.

All respondents to the RFP must include the items provided in the following list. All the listed items should be addressed completely and should follow, as closely as possible, the order and format in which it is listed below. These categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable firm(s). The sequence of the listing is not intended to reflect the relative weight of each category.

1. Letter of Transmittal
    - Statement indicating an understanding of the work to be performed and interest in performing the scope of work – either the main scope (EPA grant funded) or both the main and optional scope (EPA grant and City funded.)
    - Discuss consultant's availability over the next 6-9 months.
    - Identification of key contact persons for communicating with the Board/City on the proposal and all project-related matters.

2. Qualifications/Project Portfolio
    - Areas of specialization.
    - Years in the business and history of firm.
    - Examples of three (3) to five (5) projects the firm took a lead role in the preparation of a Green Infrastructure Master Plan, design and engineering of stormwater management facilities. If proposer is bidding for the Optional scope, show examples

of park and recreational concept plans and recommendations. Board is especially interested in plans that integrate green infrastructure into park and recreational design. The projects should be compatible in complexity, size, scope and discipline as described in this RFP's Scope of Work, performed by persons who will be participating in the Charles Town project, and undertaken during the past 10 years.

3. Project Management

   - Introduction to the team (all firm staff and sub-consultants assigned to complete work on the project), including resumes for all the key personnel, which provides educational background/training, experience and detailed descriptions of roles played on past projects.
   - Services/functional roles to be performed by each team member.
   - Location of each team member.
   - Availability and commitment of assigned professionals who will undertake the scope of work.
   - Technical resources of the firm.

4. Methodology and Process to Complete all Phases of the Project. Charles Town does not require a long presentation, but instead a well-crafted, concise discussion of:

   - Describe the vision, strategic overview and approach to the project.
   - Express how the components above reflect your qualifications for this project.
   - Discuss what parameters you will engage to develop a project that will be creative, logical and engaging.
   - Include detailed descriptions of the procedures and methods you propose to use to complete all tasks within this scope of work.
   - Discuss tasks, timelines and anticipated deliverables for each phase of the project.
   - Include the proposed process and methods to assure quality, cost, and schedule control.
   - Explain in the proposal all supporting studies, models, and assumptions that will be used or developed as part of the study.

5. References

   - List of three (3) to five (5) references (similar in scope) we may contact that have been undertaken during the past 10 years with client contact information.
   - Indicate project names and the personnel assigned to this project (include sub-consultants) who participated in the projects of reference parties.

6. Schedule

- Provide a proposed detailed project work schedule with a start date of October 1, 2026 **(**contingent upon negotiation of a final scope of work); all meetings that need to be scheduled should be built into the timeline (e.g., initial meeting with staff to review project schedule, strategic direction review, presentations of the final report, etc.).

- Include time frames for each major component of the scope of work and target dates for completing each phase of the project.

PROPOSAL SELECTION

The proposals will first be reviewed to determine if all requirements are met. Failure to meet requirements will result in the proposal being rejected. In the event all firms do not meet one or more of the mandatory requirements, the Board of Parks and Recreation reserves the right to seek clarification of information from the proposer, and continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP. After a ranking of the top scoring firms using the Evaluation Criteria listed below, the Board of Parks & Recreation will select the top-scoring proposer and enter into price negotiations. If such negotiations conclude satisfactorily for both parties and price agreement is reached, the Board of Parks & Recreation will enter into a contract with that proposer. If agreement cannot be reached on price, the Board will move to the next highest scoring proposal and enter into price negotiations. The Board will negotiate with firms, based on and in order of scoring rank, until price agreement is reached with a proposer, or until the Board decides to cease the RFP and take other appropriate action.

RIGHT TO REJECT PROPOSALS and NEGOTIATE CONTRACT TERMS

The Board of Parks and Recreation reserves the right to reject any and all proposals and to negotiate the terms of the contract with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Board of Parks and Recreation will negotiate a contract with the next highest scoring proposer.

EVALUATION CRITERIA

A five-person Evaluation Committee will select a firm on the basis of its ability to respond to the Request for Proposal (RFP) requirements, the qualifications and expertise of the team working on this project, past performance on similar projects, the time required to complete project, methodology, firm resources and the firm's willingness to negotiate and execute an acceptable written agreement. This is considered a qualifications-based procurement pursuant to W. Va. Code §5G-1 et seq.. The Board reserves the right to reject any, some portions of or all proposals and supporting material and to request written clarification of any portion or section of proposals and support materials.

After a thorough review by City/Board staff of the proposals submitted by respondents to this RFP, a short list will be created of the firms that meet the requirements outlined in this RFP and those firms will be required to make a presentation (which can be in person or virtual) on their qualifications and proposals to the staff and the Evaluation Committee established for this procurement. . Based on these interviews, the 5-person Evaluation Committee will recommend to the Board the firms that are the best fit in terms of qualifications for the project for approval, in ranked order of scoring under the Evaluation Criteria. All proposals will be afforded fair and equal treatment with respect to any opportunity for discussion and revision.

The Board of Parks and Recreation and its Evaluation Committee will utilize a qualifications-based selection process in selecting a firm for this project.

Firms will be evaluated on creativity, experience and expertise in preparing parks master plans. In addition, the City Board of Parks and Recreation and its Evaluation Committee will review the selected firm's ability to meet schedules, coordinate effectively with groups and interested parties, and work effectively with community groups and to work within the budget limitations.

Evaluation factors for selection will include:

- Firm's past experience on project of similar size and scope (40%)
- Evaluation of approach (30%)
- Proposed organizational structure and key staff (20%)
- References and interview (10%)

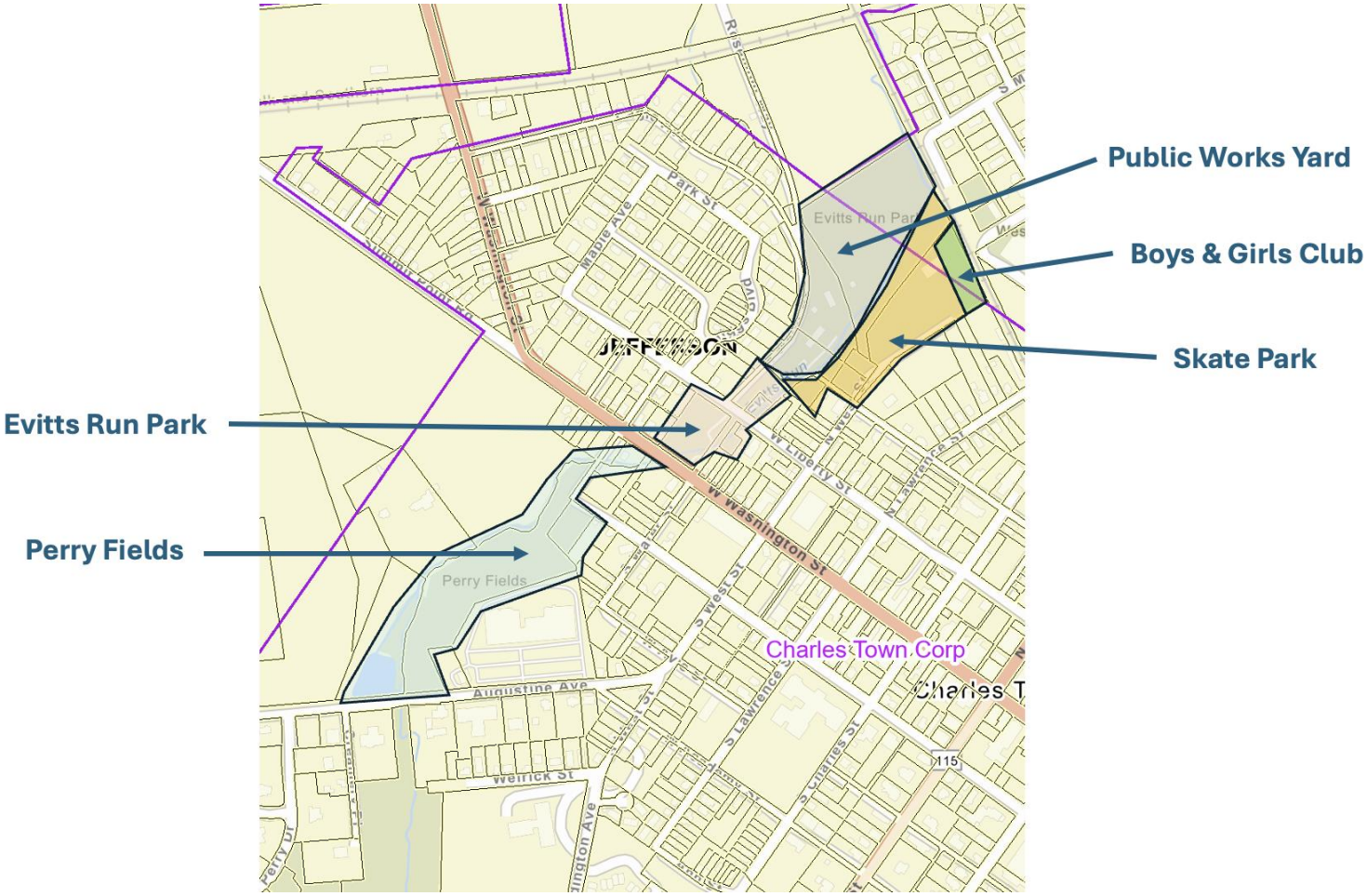
AWARD

The award will be granted to the highest-scoring proposal with a firm who successfully concludes price negotiations with the Board of Parks and Recreation. The Board reserves the right to not make any selection of applications.

SPECIAL CONTRACT TERMS AND CONDITIONS

The City of Charles Town and the Board of Parks and Recreation shall have the right to review all deliverables prior to issuing payments. Payments shall be issued no later than 60 days after deliverables are submitted to Charles Town Board of Parks and Recreation.

Exhibit 1


Public Works Yard
Boys & Girls Club
Skate Park
Evitts Run Park
Perry Fields
Evitts Run Park
Park St
Maple Ave
Summit Point Rd
W Washington St
W Liberty St
S West St
S Lawrence St
S Charles St
Augustine Ave
Wellick St
Perry St
Perry Fields
Charles Town Corp
115

<u>Exhibit 2</u> – Craighill Estates Park & Happy Retreat Park

(see Perry Fields immediately above)

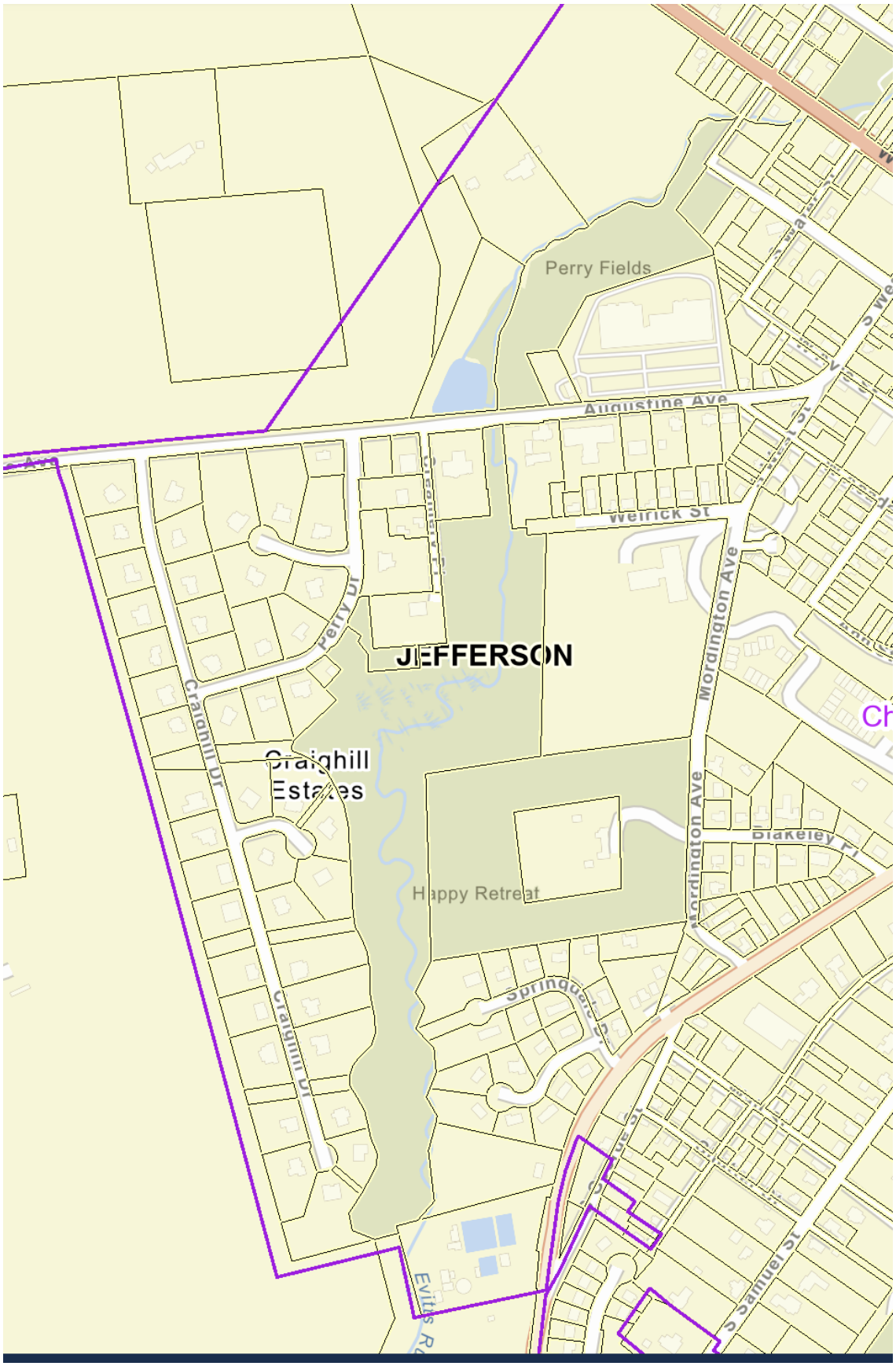


Exhibit 3

Thriving Communities Grantmaking Program EPA Region 3

APPENDIX C – ASSURANCES

Both parties shall comply with all applicable laws, ordinances and codes of applicable federal, state and local governments. The Subrecipient will follow all EPA Thriving Communities Grantmaking Program guidelines in providing TCGM Grant Subrecipient services and performing activities under the Agreement and will adhere to the following assurances, terms, conditions and provisions:

1. The Subrecipient shall not discriminate on the basis of race, color, national origin or sex in the performance of this grant. The subrecipient shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of grants awarded under EPA financial assistance agreements. Failure to carry out these requirements is a material breach of this grant which may result in the termination of this grant or other legally available remedies.

2. Grants for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

3. All grants in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

4. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all grants that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction grants in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides

that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Grant Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all grants awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Rights to Inventions Made Under a Contract or Grant Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a grant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

8. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Debarment and Suspension (Executive Orders 12549 and 12689)—A grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Subrecipients and Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress

in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

11. Civil Rights Act – Subrecipient agrees to comply with Title VI of the Civil Rights Act and other federal statutes and regulations prohibiting discrimination in federal financial assistance programs, as applicable.

12. FFATA – Subrecipient agrees to comply with Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."

13. Consultant Fee Cap – Subrecipient agrees to comply with the limitations on individual consultant fees as set forth in General Condition 2 CFR 1500.9 and the General Conditions of GHHI's agreement with EPA entitled "Consultant Fee Cap."

14. Management Fees – Subrecipient agrees to comply with the prohibition on paying management fees as set forth in General Condition of GHHI's agreement with EPA entitled "Management Fees."

15. Human Subjects Research – In conducting program activities, evaluation or soliciting feedback from participants, Subrecipients will comply with any applicable Human Subjects Research requirements. Any forms, data collection or feedback tools will be in compliance with EPA TCGM program requirements, with the Human Subjects Research (HSR) regulations and with the Paperwork Reduction Act (PRA). Specifically related to HSR, GHHI and the Subrecipient will follow these regulations:

- (a) Applications involving human subjects.
    - (1) Protecting the rights, safety, and welfare of human subjects involved in research supported by EPA grants is the responsibility of the institution which receives or is accountable to EPA for the funds awarded for the support of the project.
    - (2) Institutions engaged in research involving human subjects, with the exception of research eligible for exemption under 40 CFR 26.104, must submit to EPA for review, approval, and official acceptance, written evidence of a Federal wide Assurance (FWA) on file with the U.S. Dept. of Health and Human Services (HHS) or other agency that their institution will comply with regulatory provisions in the Common Rule (codified by EPA at as 40 CFR 26 Part A).
    - (3) Applicants must provide documentation with each proposal of research involving human subjects that it has been reviewed in accordance with the institution's assurance and in compliance with the Common Rule. Review and approval by the EPA Human Subject Research Review Official (HSRRO) to determine compliance with 40 CFR 26 and EPA Order 1000.17 (series) must occur before research involving human subjects may commence.



- (b) Applications involving laboratory animals. Each application for a project involving the use of warm-blooded animals shall include a written assurance that the applicant has registered with the Department of Agriculture and is in compliance with the rules, regulations, and standards enunciated in the Animal Welfare Act, Public Law 89-554, as amended.

Specifically related to the PRA, GHHI and the Subrecipient will support the EPA in obtaining approval from the Office of Management and Budget (OMB) for any targeted information collections with 10 or more people. To obtain this approval, GHHI will support the EPA's submission of an Information Collection Request (ICR) to OMB by providing information about all the public outreach activities, including: (1) grant application inquiry forms, (2) focus groups (not currently planned), (3) feedback surveys and interviews - specific results, success stories, and feedback; and (4) feedback surveys - general technical accessibility.

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1896: Insurance Requirements for Events at Happy Retreat

Board will discuss insurance requirements outlined in the MOU between the board and the Friends of Happy Retreat.

ATTACHMENTS:

- MOU 12082015 Happy Retreat and Parks and Rec.pdf

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated this 8th day of December, 2015, is intended to memorialize the substance of agreements made between Friends of Happy Retreat, Inc., a not for profit corporation (hereinafter referred to as "FOHR") and the Board of Parks and Recreation Commissioners of Charles Town (hereinafter referred to as "The Board"), a public body corporate, to wit;

RECITALS:

By deeds dated the 19th day of June, 2015, and recorded in the Office of the Clerk of the County Commission of Jefferson County in Deed Book 1158 at pages 718 and 721 respectively, The Board and FOHR acquired, by division into two separate parcels, the real estate known as "Happy Retreat" which two tracts comprised of a total of 12.3 Acres. The division was made by plat recorded in the said Clerk's Office in Plat Book 25 at page 509 consisting of 2.3 Acres, more or less, allocated to and acquired by FHOR and 10 acres, more or less, allocated to and acquired by The Board. FHOR's tract is improved by the historic mansion known as "Happy Retreat" which is surrounded by the The Board's 10-acre portion of the real estate and FHOR's tract is accessed by a right of way to the adjoining street as depicted on the above mentioned plat, and

The subject real estate was acquired by the parties in a corroborative undertaking to preserve the historic grounds and commit the real estate to public purposes for events, festivals, cultural and educational activities, both on a short term and long term basis.

The parties wish, by this instrument, to memorialize the essential components of their understanding for future reference by the representatives of their respective entities,

NOW THEREFORE, the parties agree as follows:

1. FOHR and The Board will work together to create a comprehensive site plan for the entire 12.3-acre Happy Retreat property. The plan shall include landscaping, access driveways, trails, parking space, and facilities for events, festivals, cultural and educational activities, both on a short term and long term basis.
2. FOHR, at its sole expense, will be allowed to conduct archaeologic surveys and excavations on the acreage owned by the Board. The Board will

cooperate with FOHR in protecting any archaeologic sites discovered on the acreage owned by The Board.

3. FOHR and The Board will work together with the City of Charles Town and other appropriate entities to identify and develop heritage tourism, historical, cultural, artistic, educational and other activities appropriate to the organizations' missions and interests.
4. FOHR and The Board will work together in December of each year to create a calendar for the joint use of the Happy Retreat property for events for the following calendar year. The calendar will be made available to both FOHR and the Board and will be updated monthly.
5. FOHR and The Board will consult with an arborist and/or the WV Division of Forestry to develop a comprehensive forestry management and improvement plan for the entire 12.3-acre property, including a plan for maintaining the ash trees growing on the entire property, and considering additional tree conservation or planting. FOHR and the Board will pay their proportional costs for treating ash trees on both properties for the emerald ash tree borer.
6. FOHR and the Board will develop a joint property maintenance plan for the entire 12.3-acre property which includes lawn mowing, tree maintenance and snow removal. FOHR agrees to pay its proportional share of the cost of these services. The Board will bill FOHR on a monthly basis for these services.
7. FOHR and The Board will coordinate insurance for jointly sponsored events.
8. FOHR and The Board will work together, and with the City of Charles Town, to identify and pursue opportunities for federal, state, philanthropic and other sources of grant funding to support improvements to the entire property consistent with the comprehensive site plan and tourism/use plan.

This agreement may be supplemented and amended from time to time, but only by written agreement, executed by the respective parties and only in a manner consistent with the goals, purposes and intent expressed herein. This agreement shall neither be construed so as to create, nor to evidence, a partnership or joint venture between the parties. It shall not be construed so as to obligate The Board to any undertaking not otherwise authorized by West Virginia Code Section 8-21-1, et seq. or any action not authorized by Article 138 of the Codified Ordinances of the City of Charles Town. The duration of this agreement shall be perpetual.

WITNESSETH, the following signatures and seals:

1/18/2016
Date

FRIENDS OF HAPPY RETREAT, INC.
By: WALTER WARRINGTON
Its: PRESIDENT

1/19/2016
Date

CITY OF CHARLES TOWN BOARD OF PARKS AND RECREATION COMMISSIONERS
By: Ann M. Paoressa
Its: President

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1897: Parks Master Plan Discussion

This item was tabled during August's meeting. Board will discuss parks master planning.

ATTACHMENTS:
- Master Parks RFP.docx

REQUEST FOR PROPOSALS (RFP)

City of Charles Town Board of Parks & Recreation

RFP TITLE	**City of Charles Town Master Parks Plan**	
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for concept planning services.	
DEADLINE FOR RFP SUBMISSIONS	4:00 P.M. **March 10, 2023** LATE AND/OR UNSIGNED PROPOSALS WILL BE REJECTED	
SUBMIT RFP TO THIS ADDRESS	CHARLES TOWN BOARD OF PARKS & RECREATION 101 E. WASHINGTON STREET CHARLES TOWN, WV 25415	
DIRECT ALL INQUIRES TO	**NAME**	Alissa Meeks
	TITLE	Director of Community Development
	PHONE #	304-724-3253
	EMAIL	ameeks@charlestownwv.us
	WEB SITE	www.charlestownwv.us

INTRODUCTION

The City of Charles Town Board of Parks and Recreation is requesting proposals from qualified consulting/engineering firms to provide professional services to the City to create an all-inclusive Parks Master Plan. The selected firm will have proven experience and knowledge in park and recreation planning, project management and effective public involvement processes and work closely with City staff, the Board of Parks and Recreation, and other key stakeholders in preparing the Master Plan.

The City of Charles Town Board of Parks and Recreation intends to use the results of this process to award a contract for the creation of the City's Master Park Plan. The City utilizes comprehensive planning to define a consistent future vision and strategic priorities. The City will use the Master Parks Plan to establish the desired future of its services, while recognizing the realities of the external operating environment and developing an action plan to make the desire future a reality.

PROJECT SCOPE

The purpose of this Request for Proposal (RFP) is to solicit proposals from interested firms to provide professional services to City of Charles Town Board of Parks and Recreation for the following purposes:

- Create a Master Parks Plan incorporating all five (5) City-owned parks: Charles Town Skate Park; Evitts Run Park; Happy Retreat/Craighill Estates; Jefferson Memorial Park; and Willingham Knolls Park and other identified and designated parkland.

- Facilitate and coordinate community outreach to include a series of public meetings with partners and stakeholders to establish a common vision for the City's parks.

- The established Master Plan will drive City parks long-range and near-term planning and direct decision-making and resources toward a clearly defined vision for its future, including development and redevelopment of the parks, facilities, open space, trail connectivity and overall comprehensive recreation system over the next 20 years.

- The planning process shall include needs/amenity assessment, visioning, identification and evaluation of community needs, priorities and opportunities, defining level of service standards, and creating a phased implementation and financial plan. In addition, the Plan should include an analysis/update to the City's Park and Recreation Developer Fee and be consistent with the Historically Hip Charles Town 2040 Comprehensive Plan.

- The selected firm must create a response document which summarizes the planning process, the public input process, maps and data collected, process for analyzing level of service standards, process for updating the developer fee, the analysis of forecasted needs and implementation strategies and present it to the Board of Parks and Recreation for review and approval.

PROJECT BACKGROUND

In 2009, the City of Charles Town collaboratively with the City of Ranson developed a preliminary concept plan for Evitts Run Park, but those plans never completely came to fruition. Since that time, the City Council adopted the Historically Hip Charles Town 2040 Comprehensive Plan which states the City will ensure the provision of quality and affordable public services to meet the health, safety, and welfare needs of its residents and visitors which includes continuing to provide diverse recreational programs and opportunities, quality facilities, and open natural spaces.

Since the creation of the City's Comprehensive Plan, the Charles Town Board of Parks and Recreation has not developed a parks and recreation master plan; however, as indicated above, the City's Evitts Run Revitalization Master Plan provides a series of detailed expansion and improvement recommendations for Evitts Run Park, as well as repurposing opportunities for the Charles Town Skate Park. According to the Comprehensive Plan Community Survey, community outreach endeavors concluded the general public's interest in the availability of volleyball courts, tennis courts, and water features (splash pads), bike trails, soccer fields, bike lanes, baseball fields, among other recreational facility amenities The Parks Board envisions that the creation and development of a Master Parks Plan will conserve both natural and cultural resources, while also offering diverse recreational opportunities and connectivity options among all of the City's park amenities, trails, and other locations. The 2018 Historically Hip Charles Town 2040 Comprehensive Plan and the West End Master Plan is available on the City's website www.charlestownwv.us via Government tab and Plans and Proposals. The Evitts Run Concept plan is also available by contacting Alissa Meeks at ameeks@charlestownwv.us.

Partners and Stakeholders

Partners and stakeholders for this concept plan include, but are not limited to, City of Charles Town Parks and Recreation Board, City of Charles Town City Council, Jefferson Memorial Park Dolphins Swim Team, Jefferson Junior Boys/Girls Tennis League, Jefferson County Boys & Girls Club, and other partners and stakeholders will be identified during the concept planning process.

Parks

Charles Town Skate Park – 1.5 acres
Evitts Run Park –2 acres
Happy Retreat/Craig Hill Estates -23 acres
Jefferson Memorial Park – 11.6 acres
Willingham Knolls Park – 66 acres
Other identified parkland*

*Other City-owned and deeded parkland areas will need to be identified through this planning process and designed to reflect either active or passive park status.

PROJECT COMPONENTS

Task 1 – Project Start-Up

- Attend a meeting to launch the planning process and appropriate roles of the consultant, partners, and staff. Initial insights, context, and expectations will be discussed at this meeting.
- Contact and coordinate planning with City of Charles Town Board of Parks and Recreation and other partners and stakeholders.

Deliverables:

- Arrange and facilitate a meeting
- Prepare summary of findings. Provide web ready electronic and hard copies of written summary to the City's Community Development Director.

Task 2 – Research and Inventory

Review other plans, studies, and site history.

- Review other appropriate studies or plans related to developing a city-wide comprehensive Master Parks Plan. This could include, but is not limited to, the following plans:

  - 2018-Historically Hip Charles Town 2040 Comprehensive Plan
  - 2009 Evitts Run Park Master Plan – Summary of Opportunities and Constraints
  - West End Revitalization Plan
  - 2016 City of Charles Town Walkability and Connectivity Study – (Trail Connectivity)
  - Most recent Jefferson County Parks and Recreation Master plan
  - Research the history of the sites, including but not limited to, the past and present uses of the sites including any cultural/historical aspects.

Site Inventory and Analysis

- Identify key natural resource features, facilities, and site conditions for site inventory analysis considerations.
- Conduct a needs assessment process to analyze open space, community park and recreation needs and interests and identify the gaps to be addressed to meet those needs and interests. There are other agencies with open space and recreational opportunities within and near the City and recognition of those existing facilities and open spaces must factor in to the assessment process.
- Assess the future vision of the parks, open space and conservation, and recreation-related services.

Deliverables:

- Convene and facilitate meetings as needed with City staff to coordinate the development of site inventory.
- Prepare a map and written summary of opportunities and constraints based on site inventory and analysis.
- Determine the strategic priorities to achieve the vision and a cost-analysis/implementation plan that incorporates the City's capital developer fees to address short- and long-term planning.
- Evaluate active and passive recreational opportunities.

- Assess and rate the conditions of park amenities such as playgrounds, outdoor restrooms, shelters/pavilions, hard courts, skate park, grass/dirt sports fields and other amenities.

Task 3 - Public Involvement

Facilitate and coordinate public meetings with partners and stakeholders to establish a common vision for each identified park (and other lands identified in the process) and collectively as a comprehensive park system and a needs assessment.

- Kick-off meeting that sets the stage for the planning process: project goals, key issues, expectations, concept planning timeline and public involvement/visioning. Consultant will also present and discuss the opportunities and constraints for the parks based on a site inventory and analysis.
- Conduct public meetings to present a final draft concept plan at a Board of Parks and Recreation meeting regular board meeting and City Council meeting.

Deliverables:

- Facilitate public meetings and arrange with City of Charles Town Board of Parks and Recreation.
- Coordinate the development of meeting materials (agendas, power point presentations, presentation boards, etc.).
- Summarize meetings and public comments for Charles Town Board of Parks and Recreation to review.
- Provide web ready electronic and hard copy of written summary to the City's Community Development Director.

Task 4 - Preliminary Plan Development

Provide a first-draft conceptual concept plan for each of the five (5) parks (or more if additional parkland is identified in the analysis) based on site research and inventory, and public input.

Deliverables:

- Prepare a written summary of proposed conceptual concept plan recommendations. Summary should include explicit recommendations for future vegetation/natural resource management, park operations and maintenance and development.
- Provide a city-wide vision for the established parks and generate a strategic direction for the parks system to include recognition of the City's Parks developer fee to provide financial sustainability to accomplish Plan goals.
- Foster an awareness of parks, open space and conservation.
- Identify key areas for future park land development and potential acquisition.
- An implementation plan included in the Master Parks Plan that identifies priorities for near and long-range planning, including an analysis of costs (capital as well as operating) and how public-private partnerships with local groups might help implementation.
- Give a public presentation of the draft plan during a Board of Parks & Recreation meeting.

- Provide a color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a pdf format compatible with the City's software and a hard copy of the draft visual concept plan.

Task 5 - Final Concept plan

Identify and achieve consensus for a final Master Parks Plan based on prior conceptual draft plans and public input. The final Master Parks Plan should be a "living document" which reflects the outcomes of the process and provides clear direction on actions to be taken to address strategy and provides a foundation for the development of all other planning and operating documents (e.g., budget, capital, facility and marketing plans).

Deliverables:

- Convene and facilitate meetings as needed with stakeholders and City of Charles Town Board of Parks and Recreation & staff to reach a consensus on a final draft concept plan.

- The firm must submit a final report which summarizes the findings and conclusions and includes a clear demonstration that the firm has fulfilled all the elements contained in the agreed upon scope of work. The Plan must include written goals, plans, objectives and policy statements that articulate a clear vision and "road map" for the City's parkland future. The firm will make two (2) on-site presentations to report and summarize findings. The first presentation onsite will be to the City's Board of Parks and Recreation and the second presentation will be the final presentation to the City Council. The report must be in an easy-to-understand format with charts, graphs, maps and other data as needed to support the plan and its presentation to the appropriate audiences. The final report must be submitted as follows: A color version of the final Master Plan document consisting of fifteen (15) printed and bound color copies and an electronic copy in a .pdf format compatible with the City's software and a hard copy of the visual concept plan.

Any questions concerning this RFP must be submitted in writing by e-mail on or before February 24 at 12:00 p.m. to:

Alissa Meeks
Director of Community Development
101 E. Washington Street Charles Town, WV 25414
304-724-3253
E-MAIL: ameeks@charlestownwv.us

In the event it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the City of Charles Town's website.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

PREPARING AND SUBMITTING A PROPOSAL

The evaluation and selection of a firm and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Proposers must submit one (1) original, bound copy and an <u>electronic version</u> of all materials required for acceptance of their proposal by March 10, 2023 at 4:00 p.m. to:

City of Charles Town Board of Parks and Recreation
Attn: Alissa Meeks
Director of Community Development
101 E. Washington Street
Charles Town, WV 25414

All proposals must be packaged, sealed and display the following information on the outside of the package: Firm/Proposer's name, address, and response to the RFP title.

All respondents to the RFP must include the items provided in the following list. All the listed items should be addressed completely and should follow, as closely as possible, the order and format in which it is listed below. These categories and criteria will be major considerations in the evaluation and determination of the most qualified and capable firm(s). The sequent of the listing is not intended to reflect the relative weight of each category.

1. Letter of Transmittal
    - Statement indicating an understanding of the work to be performed and interest in performing the scope of work.
    - Discuss consultant's availability over the next 6-12 months.
    - Identification of key contact persons for communicating with the City on the proposal and all project-related matters.

2. Qualifications/Project Portfolio
    - Areas of specialization.
    - Years in the business and history of firm.
    - Examples of three (3) to five (5) projects the firm took a lead role in the preparation of a Comprehensive Master Plan and community-wide survey, specifically as it relates to Master Parks Planning. The projects should be compatible in complexity, size, scope and discipline as described in this RFP's Scope of Work and undertaken during the past five (5) years.

3. Project Management

    - Introduction to the team (all firm staff and sub-consultants assigned to complete work on the project), including resumes for all the key personnel, which provides educational background/training, experience and detailed descriptions of roles played on past projects.

- Services/functional roles to be performed by each team member.
- Location of each team member.
- Availability and commitment of assigned professionals who will undertake the scope of work.
- Technical resources of the firm.

4. Methodology and Process to Complete all Phases of the Project
    - Describe the vision, strategic overview and approach to the project.
    - Express how the components above reflect your qualifications for this project.
    - Discuss what parameters you will engage to develop a project that will be creative, logical and engaging.
    - Include detailed descriptions of the procedures and methods you propose to use to complete all tasks within this scope of work.
    - Discuss tasks, timelines and anticipated deliverables for each phase of the project.
    - Include the proposed process and methods to assure quality, cost, and schedule control.
    - Explain in the proposal all supporting studies, models, and assumptions that will be used or developed as part of the study.

5. References
    - List of three (3) to five (5) references (similar in scope) we may contact that have been undertaken during the past five (5) years with client contact information.
    - Indicate project names and the personnel assigned to this project (include sub-consultants) and the roles and involvement in each project.

6. Schedule
    - Provide a proposed detailed project work schedule with a start date of May 2023 (contingent upon negotiation of a final scope of work); all meetings that need to be scheduled should be built into the timeline (e.g., initial meeting with staff to review project schedule, strategic direction review, presentations of the final report, etc.).
    - Include time frames for each major component of the scope of work and target dates for completing each phase of the project.

7. Fee Proposal
    - One (1) copy in a sealed envelope along with an electronic copy in .pdf format)
    - Include a total "**not to exceed**" figure for the scope of work (based on the estimated level of effort to be spent on each task) including any noted reimbursable expenses.
    - Include itemized schedule of all expenses by phase and a composite schedule of hours estimated for included tasks.
    - Provide hourly rates for all team members, sub-consultants and staff levels.
    - Describe the methodology for billing reimbursable expenses (such as travel, production documents, etc.).
    - Do not include any reference to fees in the body of the RFP response. Failure to comply with this provision will result in disqualification of your firm. The City reserves the right not to fund any portion of the firm's proposal.

PRIMARY OBJECTIVES

- Prepare and implement a comprehensive community outreach plan, especially to underserved and underrepresented neighborhoods for the Master Parks planning process.
- Conduct and prepare an amenity study for Charles Town's population while considering the youth/young & elderly adult population.
- Conduct and prepare a comprehensive needs assessment study for the parks, recreation, arts, trails and open space within Charles Town.
- Conduct and prepare a condition assessment report of major park assets such as outdoor restrooms and playgrounds.
- Prepare and recommend capital projects for the next 10 years including cost estimates.
- Develop a useful, readable planning document that will guide the Board of Parks and Recreation in strategically managing Charles Town's Park system for the next 20 years.
- Hold public meetings and interact with the community to find out the expected level of service, goals and objectives from the residents.
- Develop a Charles Town Master Parks Plan to reflect current needs and priority.
- Provide recommendations based on public input for types of uses in undeveloped parks.
- Provide guidance for updating existing parks.

PROPOSAL SELECTION

The proposals will first be reviewed to determine all requirements are met. Failure to meet requirements will result in the proposal being rejected. In the event all firms do not meet one or more of the mandatory requirements, the Board of Parks and Recreation reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

RIGHT TO REJECT PROPOSALS and NEGOTIATE CONTRACT TERMS

The Board of Parks and Recreation reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Board of Parks and Recreation may negotiate a contract with the next highest scoring proposer.

EVALUATION CRITERIA

The Board of Parks and Recreation will select a firm on the basis of its ability to respond to the Request for Proposal (RFP) requirements, the qualifications and expertise of the team working on this project, past performance on similar projects, the time required to complete project, methodology, cost, firm resources and the firm's willingness to negotiate and execute an acceptable written agreement. The City reserves the right to reject any, some portions of or all proposals and supporting material and to request written clarification of any portion or section of proposals and support materials. The City reserves the right to negotiate with more than one potential respondent after the submission of all proposals. The City also reserves the first right of-refusal to work with any sub-consultant proposed by the firm.

After a thorough review by City staff of the proposals submitted by respondents to this RFP, a short list will be created of the firms that meet the requirements outlined in this RFP and those firms may be required to make a presentation on their qualifications and proposals to the staff and Parks and Recreation Board. Based on these interviews, the City team will recommend to the Board the firms that are the best fit for the City and this project for approval. All proposals will be afforded fair and equal treatment with respect to any opportunity for discussion and revision. Any such revision may be permitted after submission and prior to award for the purpose of obtaining the best and final offer at the discretion of the City. When conducting negotiations, the City will not disclose information from proposals submitted by competing firms. A selection committee will review each proposal to determine if it meets the RFP requirements. A firm will be selected based on professional qualifications and demonstrated competence, according to the responses to information required.

The Board of Parks and Recreation will utilize a qualifications-based selection process in selecting a firm for this project. Firms will be evaluated on creativity, experience and expertise in preparing parks master plans.

In addition, the City (Board of Parks and Recreation) will review the selected firm's ability to meet schedules, coordinate effectively with groups and interested parties, and work effectively with community groups and to work within the budget limitations.

- Firm's past experience on project of similar size and scope (40%)
- Evaluation of approach (20%)
- Proposed organizational structure and key staff (20%)
- *Total project cost (20%)

*The proposal will be scored using a standard quantitative calculation where the most project cost criteria points will be awarded to the proposal with the lowest cost.

AWARD

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer. The Board reserves the right to not make any selection of applications.

SPECIAL CONTRACT TERMS AND CONDITIONS

The City of Charles Town and the Board of Parks and Recreation shall have the right to review all deliverables prior to issuing payments. Payments shall be issued no later than 60 days after deliverables are submitted to Charles Town Board of Parks and Recreation.

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1898: Additional Lighting at Pickleball and Basketball Courts

Board will discuss the possibility of putting light fixtures at the pickleball and basket ball courts.

ATTACHMENTS:

- Pickleball_Lighting_Estimate_Report.docx
- FSG Master Services Agreement - Form Fill.pdf
- Gavin Bailey Pickleball-BBall Lighting Quote 08.31.2026.pdf

Pickleball Court Lighting

Note: that every vendor stated that lighting would be the same for basketball courts as well. Fixtures would be 4 LED lights sitting on poles pointing downward. 4 for pickleball, and 4 for each basketball court. Cheaper alternatives exist with basketball courts in the form of hoop lights.

Estimate 1 — Facility Solutions Group (FSG)

FSG gives a high end estimate of $10k to $18k per pole. That is a turnkey estimate from manufacture, shipping, and installation making our estimates be around $40k to $72k per court on the high end. FSG said cost will probably go down once they know more about the site itself.

Estimate 2 — Alternative LED (Brite Court)

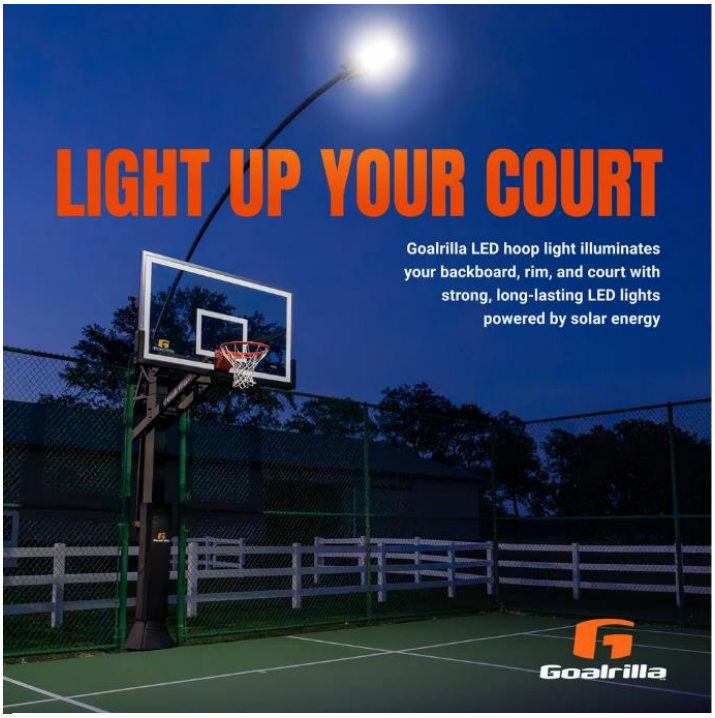
Line Items

#	Product/Service	Description	Qty	Rate	Amount
1	BC Edge Tennis/Pickleball Fixture	BC-EL-NED-TC-02, 120-277v, 5K, Slip Fitter, 400w, Black Finish	4	$825.00	$3,300.00
2	Pole Round Straight Steel	4" x 20' Round, 11 Gauge Steel Pole w/Base Hardware, Tenon Top, Black Finish	4	$675.00	$2,700.00

Total: $6,000.00 per court (installation not included) – installation will likely require an electrician or the utility company depending on electrical situation at pickleball courts. Even more likely for basketball courts.

Estimate 3 - Hoop Lights

Hoop Lights provide a cheaper alternative to full basketball court lighting. Solar powered – they do not require electrical connections and can be set and forget. Costs range in the 300s. Concerns include limited flexibility to program timing as it is based on light level and lower light output.



GOALRILLA

Solar LED Basketball Hoop Light

For Goalrilla In-Ground Hoops

SKU: B2420W

$319.95

★★★½☆ 3.5 (33)

- LIGHT UP YOUR COURT – Goalrilla LED hoop light illuminates your backboard, rim, and court with strong, long-lasting LED lights powered by solar energy to help maximize practice time; no extension cords required
- LIGHT POSITIONING STAYS OUT OF PLAYERS' EYES – Patented design directs light down onto the court instead of out and into the players' eyes
- SMART MOTION MODE – Automatically turn on the hoop lights using smart motion mode with movement; this can be turned off; hoop light illuminates your backboard, rim, and court with 4000 lumens

★★★★☆

Almost perfect

a year ago

This is well built, reasonably easy to assemble for two people and bright light when it's "pitch black dark". I was told I received the new and improved 2.0 version that would light during dusk. Unfortunately, there is work still left to do here. The solar light determines when it will work or when it is dark enough. However, when it is dark enough every kid in the neighborhood is playing and we love that.

✔ Yes, I recommend this product.



Helpful? (0) (0) **Report**

Summary

Estimate		Total
1 — FSG National Services Agreement	Full construction	$10k-$16k per pole
2 — Alternative LED (Brite Court)	Product quote (fixtures + poles only)	$6,000.00
3 – Hoop lights for basketball	Product only	$300-$400 per unit

National Services Agreement

Effective Date:

This National Services Statement of Work ("SOW") is entered into by and between **Facility Solutions Group, Inc. ("FSG")** and _____ **("Client")** under the Master Service Agreement ("MSA"), which is incorporated herein by reference.

Scope of Services

Facility Solutions Group, Inc. (FSG) offers international electrical field services.

Lighting Services

- Installation, repair, and maintenance of interior and exterior lighting systems.
- Lighting retrofits and upgrades.
- Computer-aided lighting design and planning.

Electrical Services:

- General electrical repairs and installations.
- Electrical construction and upgrades.
- Electrical gear and panel maintenance.

Technology Services:

- Energy Management Systems installation and maintenance.
- EV Charging installation and maintenance.
- Solar Repairs and Repower.
- Installation and repair of data and communications cabling.

Signage Services:

- Design, fabrication, installation, and maintenance of signage.
- LED conversion for existing signage.
- Custom and ADA-compliant signage solutions.

Rollouts and Special Projects:

- FSG will provide a detailed proposal outlining the scope, timeline, and cost for projects outside routine maintenance or repair. Work will commence upon the Client's written approval of the proposal.

FSG offers services at the following client-designated locations, subject to the availability of resources and local compliance as noted in Exhibit A.

Service Level Agreement

Service Response Commitment

FSG will use commercially reasonable efforts to respond to service requests within the timeframes outlined below.

Priority	Label	Acknowledge	Response (ONSITE)	Complete	Description
1	Emergency	15 minutes	4 hours	24 hours	Emergency response OT rates apply 24/7 (1.5 x hourly rate)
2	Same day	1 hour	8 hours	48 hours	Urgent Response OT rates apply 24/7 (1.5 x hourly rate)
3	Routine	4 hours	48-72 hours	10 business days	Regular rates per vertical of work that apply Mon-Fri 7 am-5 pm CST
4	Month	24 hours	1 week	4 weeks	Regular rates per vertical of work that apply Mon-Fri 7 am-5 pm CST
5	Maintenance	72 hours	Scheduled	Scheduled	Regular rates per vertical of work that apply, or a contracted flat rate

FSG strives for an excellent experience with our people and technology. We encourage our clients to collaborate and provide feedback to solve challenges. FSG always acts in good faith to avoid claims, damages, or losses. Delays may occur due to factors beyond our control.

Client Responsibilities

- Provide timely access to all service locations.
- Respond promptly to FSG's reasonable requests for information or approvals.
- Ensure all work areas are clear and accessible.
- Designate a primary point of contact for coordination.

The following items are excluded unless otherwise agreed upon in writing:

- Hazardous material removal or disposal.
- Structural repairs beyond electrical or signage work.
- Services requiring permits other than standard electrical and signage permits.

National Services Rates

FSG will only charge 1 one service fee per work order request. The service fee covers expert staff 24/7 to support work order requests, service dispatch, IVR administration, service coordination, and expediting our licensed technician to the location.

Service Trade	Rates (USD/hour)
Service Fee	$150.00
Field Services Electrician	$135.00
Aerial Services Electrician (30-55FT)	$175.00
EMS Services Specialist	$135.00
EVSE Service Specialist (EV Charging)	$125.00
Any Trades Not Listed (Union and Other)	Cost + 20%

For routine, monthly, or maintenance service requests (**Priority 3, 4, and 5**), FSG will invoice at the standard hourly service rate with a minimum charge of two hours for work performed between 7:00 a.m. and 5:00 p.m., Monday through Friday. Requests outside these hours, including nights and weekends, will be billed at 1.5 times the standard hourly rate. After the initial two-hour minimum, labor will be invoiced in 30-minute increments.

For emergency or same-day service requests (**Priority 1 and 2**), billing will be at 1.5 times the standard hourly rate, with a four-hour minimum charge.

For Special Projects that fall outside the scope of routine maintenance, FSG will provide a detailed proposal specifying the scope of work, timeline, and estimated costs. Work will begin upon receipt of the Client's written approval.

Additional Charges

- **Material Markups:**
  - Standard – Cost + 20%
  - Custom – Cost + 25% (special order)
- **Lift Rental:** Cost + 20% (delivery/pickup may vary)
- **Travel:** Additional travel charges for locations over 30 minutes (one way) from the nearest FSG center, parking, and tolls

We comply with OSHA regulations, which mandate using personal protective equipment (PPE), implementing lockout/tagout procedures, and providing an additional safety attendant as required. FSG will notify the client before adding any extra equipment and labor charges related to these safety measures.

Not-To-Exceed (NTE) Limits

- Standard service requests: $1,000.
- Emergency service requests: $2,000.

FSG will seek written approval for services exceeding NTE limits.

Annual Rate Adjustments

Labor rates are subject to an annual adjustment of up to 3.5%, capped at 5%, aligned with the U.S. Department of Labor's Employment Cost Index. Clients will be notified 90 days before rate adjustments. By the signatures of their duly authorized representatives below, FSG and Client, intending to be legally bound, agree to all the provisions of this SOW as of the Statement of Work Effective Date.

Agreed to and acknowledged by:

Client

_____
Customer (Business Name)

_____
Name

_____
Signature

_____
Title

_____
Date

Facility Solutions Group, Inc.

_____
Name

_____
Signature

_____
Title

_____
Date

Exhibits

The exhibits listed below, along with any appendices to those exhibits and any updates to those documents that the Parties duly agree upon after the date of this SOW, are incorporated into and made part of this SOW:

- **Exhibit A**: Locations
- **Exhibit B:** Reporting Priorities
- **Exhibit C**: Master Services Agreement (MSA)

Exhibit A – Locations

Site Name	Address	City	State	Special Project

Exhibit B – Reporting Priorities

Type	(___)	(___)	(___)	(___)

Exhibit C – Master Services Agreement (MSA) – Or Client referenced MSA.

1. Term

1.1. This Agreement will commence on the Effective Date and continue for one (1) year, automatically renewing annually unless terminated by either party with sixty (60) days' prior written notice by Section 15, Notices.

2. Payment Terms

2.1. Fees and Invoicing: The Client agrees to pay FSG according to the rates specified in the applicable executed agreement with FSG. Invoices are payable net thirty (30) days from the invoice date. If the rate increases in the future, FSG will provide the Client with Ninety (90) days' written notice before the increased rates take effect.

2.2. Late Payments: Late payments will accrue on the third day following a late payment notice at an interest rate of 1.5% per month or the maximum rate permitted by law in the state where the work is performed.

2.3. Disputed Charges: The client must notify FSG of any disputed charges within ten (10) business days of receipt of the invoice. The notice must provide a detailed explanation and any documentation the Client believes supports its basis for disputing the charge. Undisputed amounts remain payable within the stated terms. Failure to dispute any claim within the stated period is a presumption of acceptance of the charge. It may not later be disputed, unless a reasonable circumstance led to a delay.

2.4. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent FSG is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse FSG in connection with its payment of fees and expenses.

3. Warranties

3.1. FSG and its subcontractors warrant that all services performed under this Agreement will be professional and workmanlike, consistent with industry standards, and in compliance with all applicable laws, regulations, and safety standards. FSG further warrants that any materials provided as part of the services will be free from defects in material and workmanship under regular use and service for one (1) year from the installation date or completion. Any manufacturer warranties related to materials provided by FSG will be passed through to the Client to the extent permissible. Suppose the Client notifies FSG in writing of any breach of this warranty within the warranty period. In that case, FSG will repair or replace the defective services or materials at its sole discretion and expense or reperform the applicable services. This warranty does not cover defects or damages arising from improper use, misuse, alterations, neglect, unauthorized repairs, or failure to follow FSG's or the manufacturer's instructions. This provision sets forth the client's exclusive remedy for breach of warranty. FSG makes no other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

4. Indemnification

4.1. To the fullest extent permitted by law, the client shall indemnify, defend, and hold harmless facility solutions group, inc. ("FSG"), its officers, directors, employees, agents, subcontractors, and affiliates from and against any and all claims, demands, lawsuits, liabilities, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of or

related to (a) any breach of this agreement by the client or its representatives; (b) any negligent, grossly

negligent, or willful acts or omissions by the client, its employees, agents, subcontractors, or representatives in connection with this agreement; (c) property damage, personal injury, or death resulting from the client's actions, inactions, or operations; (d) any failure by the client to comply with applicable laws, regulations, or industry standards; and (e) any third-party claims arising from or related to the client's use of FSG's services and the services of FSG's subcontractors or materials provided under this agreement.

4.2. FSG shall indemnify the client for claims arising from FSG's gross negligence or willful misconduct during the performance of this agreement.

4.3. This section does not obligate the Client to indemnify the indemnitees for their gross negligence, intentional omissions, or willful misconduct.

4.4. The indemnity obligations contained herein shall survive the expiration or termination of this Agreement and are not limited by any limitations on liability or insurance requirements under this Agreement.

5. Insurance

5.1. FSG will maintain insurance coverage as follows:
- 5.1.1. Workers' Compensation: Statutory limits.
- 5.1.2. General Liability: $1,000,000 per occurrence.
- 5.1.3. Umbrella Liability: $5,000,000 aggregate.
- 5.1.4. Certificates of insurance will be provided upon written request by the Client.

6. Limitation of Liability

6.1. FSG shall not be liable to the Client or any third party for any loss of use, revenue, profit, or data, or for any indirect, consequential, incidental, special, exemplary, or punitive damages, whether arising from breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable or if FSG was advised of their possibility. In no event shall FSG's aggregate liability arising out of or related to this Agreement exceed the total amounts paid or payable to FSG under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

7. Force Majeure

7.1. FSG will not be liable for any delays or failures to perform caused by events beyond its reasonable control (each, a "Force Majeure Event"), including but not limited to:
- 7.1.1. Natural disasters (e.g., floods, freezing weather, fires, earthquakes, hurricanes, tornadoes);
- 7.1.2. Acts of God, fires or explosions, epidemics, pandemics, or public health emergencies, acts of war, terrorism, or civil unrest, government actions, including changes in tariffs imposed, laws or regulations, strikes, labor disputes, or shortages, failures or delays of suppliers, subcontractors, or carriers, or Utility or communication outages.
- 7.1.3. FSG will notify the Client in writing of a Force Majeure Event as soon as practicable. If such an event exceeds sixty (60) days, either party may terminate this Agreement upon written notice without further liability, except for payment for services rendered up to the termination date.

8. Termination

8.1. Termination by Either Party: Either party may terminate this Agreement for convenience with sixty (60) days' prior written notice. To preserve this agreement, both parties shall attempt to correct, repair, or mitigate the procuring cause of the termination through good faith negotiations and open communication. A termination cancels all Attachments.

8.2. Client Termination and Damages: If Client terminates this Agreement for convenience, Client shall pay FSG for all work or services provided up through the termination date, plus all other reasonable costs

incurred for terminating the work or activities at the site or facility (e.g. demobilization costs), plus all costs about goods, materials or equipment that cannot be mitigated or avoided as a result of the termination (e.g., restocking fees, supplier penalties or fees for goods that cannot be returned, cancellation charges for third-party contracts, costs for custom-made or non-returnable items, transportation or storage fees, and any other costs incurred about commitments made before the date of termination).

8.3. Termination for Cause: Either party may terminate this Agreement immediately if the other party materially breaches any term and fails to cure within five (5) business days of receiving written notice of the breach. The following shall constitute grounds for termination for cause.

8.4. Failure to make any payment when due under the terms of this Agreement, and such failure is not remedied within five (5) business days after written notice.

8.5. Persistent or repeated failure to perform or deliver services or materials by the terms and specifications of this Agreement.

8.6. Breach of any representation, warranty, or covenant contained in this Agreement.

8.7. Violation of any applicable law, regulation, or safety standard concerning the performance of obligations under this Agreement.

8.8. Insolvency, bankruptcy, or assignment for the benefit of creditors by either party.

8.9. Unauthorized or attempted assignment of this Agreement without prior written consent as required by the terms herein.

8.10. In the event of termination for cause, the non-breaching party shall have the right to seek all remedies available at law or in equity, including but not limited to the recovery of damages, attorney's fees, and enforcement costs.

8.11. Upon termination, all rights and obligations under this Agreement will cease except for those that should survive or are expressly reserved herein, including but not limited to payment obligations, confidentiality, warranties, indemnification, and limitation of liability.

9. Dispute Resolution

9.1. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, including its breach, termination, or validity (a "Dispute"), the parties agree to resolve the Dispute as follows:

9.1.1. Good Faith Negotiation: The parties shall first attempt to resolve the Dispute through good faith negotiations. Either party may initiate this process by providing written notice of the Dispute to the other party. The parties shall meet and confer within ten (10) business days of such notice to attempt a resolution.

9.1.2. Mediation: If the Dispute is not resolved through negotiation within thirty (30) days, the parties agree to submit the matter to non-binding mediation administered by a mutually agreed-upon mediator. The mediation shall take place in the county and state of the work performance.

9.1.3. Binding Arbitration: If the Dispute remains unresolved after mediation, it shall be finally resolved by binding arbitration conducted by the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be held in the county and state of work performance, before a single arbitrator mutually agreed upon by the parties or, if the parties cannot agree, appointed by the AAA. The arbitrator's decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.1.4. Costs and Fees: Each party shall bear its own costs and attorney's fees incurred in the dispute resolution process, except as otherwise provided by the arbitrator's award or as required by law. However, suppose a party prevails in enforcing its rights under this Agreement or in defending against a claim. In that case, the prevailing party shall be entitled to recover its reasonable

attorneys' fees, costs, and expenses, and any other relief granted.

9.1.5. Equitable Relief: Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction to prevent immediate and irreparable harm, without waiving the requirement for arbitration of the underlying Dispute.

9.1.6. Confidentiality: All negotiations, mediations, and arbitration proceedings related to a Dispute shall be confidential and not disclosed to any third party, except as necessary to enforce the arbitration award or as required by law.

10. **Governing Law**

10.1. This Agreement shall be governed by the laws of the state in which the work is performed, without regard to the state's conflict of law principles.

11. Assignment

11.1 Neither party may assign this Agreement without the prior written consent of the other, except in connection with a merger, acquisition, or sale of substantially all assets. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

12. Entire Agreement

12.1 This Agreement, when combined with Attachments A and B, which may be modified or canceled now or in the future with written notice as provided for herein, constitutes the entire understanding between the parties and supersedes any prior agreements. Any amendments must be in writing and signed by both parties. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Notices

13.1. All notices under this Agreement must be in writing and delivered to the addresses specified above, or such other address as either party may designate. In addition, courtesy emails with all attachments shall be sent to legal@fsgi.com and contractreview@fsgi.com.

14. Execution

14.1. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same document.

15. Intellectual Property

15.1. All intellectual property rights, including copyrights, patents, trademarks, trade secrets, and other proprietary rights (collectively, "Intellectual Property Rights") in all documents, work product, and materials delivered to the Client under this Agreement or prepared by or on behalf of FSG in performing the Services (collectively, the "Deliverables") shall remain the exclusive property of FSG. FSG grants the Client a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual license to use the Deliverables solely as necessary for the Client's internal use and to use the Services provided reasonably.

16. Confidentiality

16.1. During the term of this Agreement, either party (the "Disclosing Party") may disclose to the other (the "Receiving Party") confidential and proprietary information marked or identified as "Confidential Information." Confidential Information does not include publicly available information, obtained lawfully

from a third party, already in the Receiving Party's possession, or independently developed without use of the Disclosing Party's information. The Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information with commercially reasonable care, use it only to perform obligations under this Agreement, and disclose it only to those who need to know for such purposes. If the law requires disclosure of Confidential Information, the Receiving Party will notify the Disclosing Party to allow for protective measures.

17. Lien Rights

17.1. FSG retains all lien rights and remedies available under applicable law to secure payment for Services, materials, and labor provided under this Agreement. Suppose the terms of this Agreement are not met. In that case, FSG may file a mechanic's lien, materialman's lien, or similar claim against the property where Services were performed, as permitted by law. The Client agrees to provide all necessary information and cooperation to facilitate the filing or enforcement of such liens, including property ownership details and access to applicable records.

17.2. FSG's exercise of lien rights shall not waive or limit any other remedies available to FSG under this Agreement or applicable law. The Client shall indemnify and hold FSG harmless from any costs incurred by FSG in enforcing its lien rights, including attorneys' fees.

18. Personnel Reliability

18.1. FSG performs employee background checks at the time of hire, annual driving record checks, and pre-employment and post-incident drug tests to the fullest extent possible. The client may request updated background checks and new drug tests to satisfy its requirements under other contracts and agreements. The cost of new background checks and unwarranted drug tests will be added to the invoice period following the completion of the request.

19. Authority

19.1. FSG delegates the authority to contract to all Vice Presidents, Executive Vice Presidents, its Chief Operating Officers, and the Chief Financial Officer. Any other binding authority is expressly given by letter of delegation. If requested, Client shall provide proof of authority to bind Client to this agreement legally.

Client

_____
Customer (Business Name)

_____
Name

_____
Signature

_____
Title

_____
Date

Facility Solutions Group, Inc.

_____
Name

_____
Signature

_____
Title

_____
Date

ESTIMATE

Alternative LED
202 PO Box
Lake Stevens, WA 98258

sales@alternativeled.com
+1 (800) 330-0828

Bill to
Gavin Bailey
City of Charlestown
43 North Water Street
Charleston, WV 24514
304-838-0189

Ship to
Gavin Bailey
City of Charlestown
43 North Water Street
Charleston, WV 24514

Estimate details

Estimate no.: 4111
Estimate date: 08/31/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**BC Edge Tennis/Pickleball Fixture**	BC-EL-NED-TC-02 120-277v 5K Slip Fitter 400w Black Finish	4	$825.00	$3,300.00
2.	**Pole Round Straight Steel**	4" x 20' Round 11 Gauge Steel Pole w/Base Hardware, Tenon top, Black Finish	4	$675.00	$2,700.00

Total **$6,000.00**

Note to customer

Terms: 50% Deposit due on acceptance, balance due before product shipment. Lead time is 3 weeks. All sales are final.

Accepted date **Accepted by**

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1899: Native Plants at Pickleball Courts

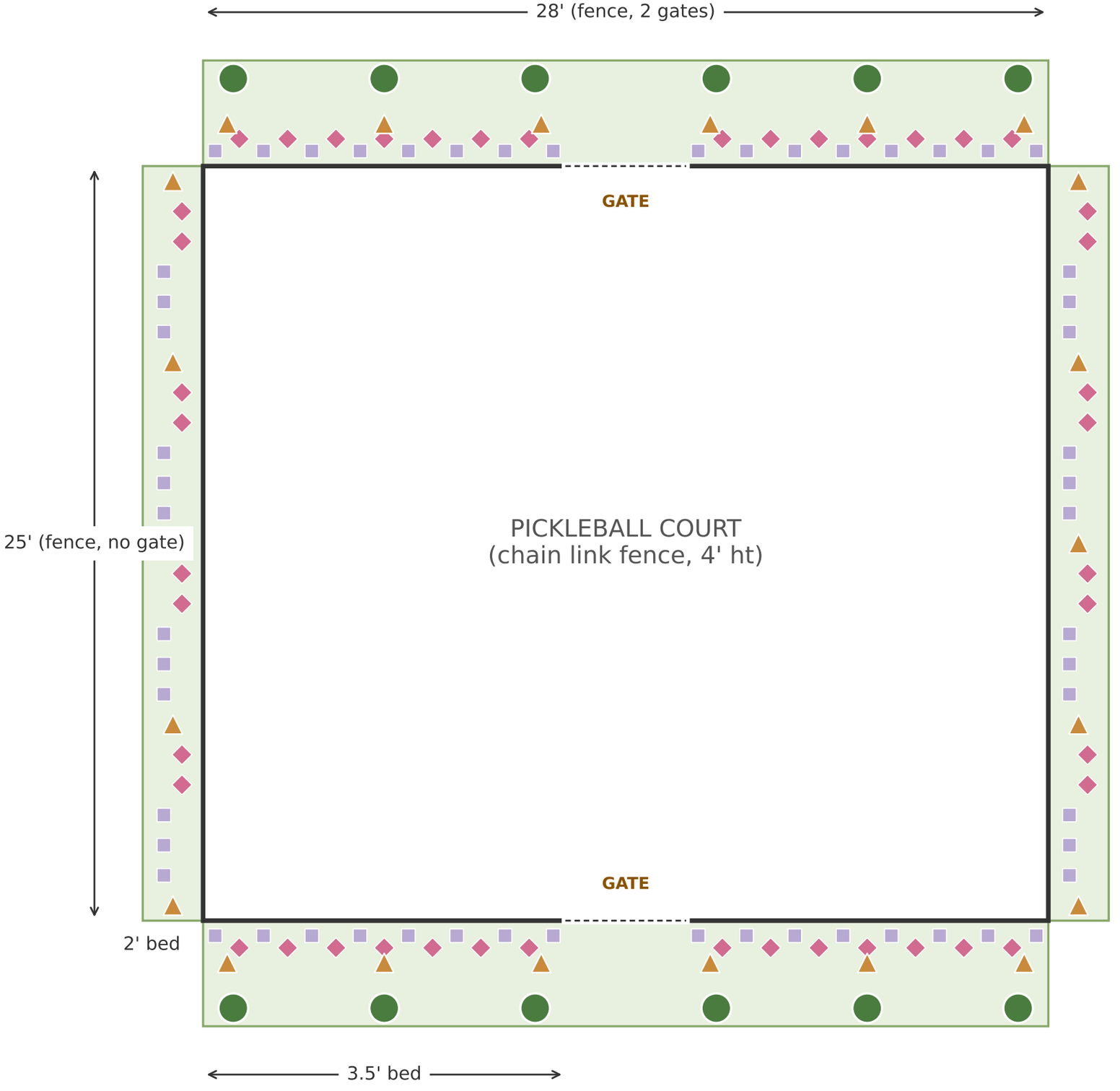
Board will discuss proposed native planting plan at the pickleball courts.

ATTACHMENTS:

- pickleball planting plan.pdf
- 631.jpg

Jefferson Memorial Park — Pickleball Court Perimeter Planting Plan

Native, low-maintenance, low-litter mix | 25' x 28' court | Total ≈ 207 plants



New Jersey Tea: 12 | Little Bluestem: 31 | Pussytoes: 98 | Creeping Phlox: 66

New Jersey Tea (shrub)
Little Bluestem (grass)
Pussytoes (groundcover)
Creeping Phlox (groundcover)



Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1900: Selection of CLEAN Parks RFP Evaluation Panel

Board will discuss who will be a part of the board selection panel for the CLEAN Parks RFP.

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1901: Authorization of Spokesperson for RFP Negotiations

Board to authorize a spokesperson for RFP negotiations.

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1902: Tree Maintenance RFP Discussion

Board to discuss RFP for Tree maintenance.

ATTACHMENTS:

- TreeRFPSurveys.pdf

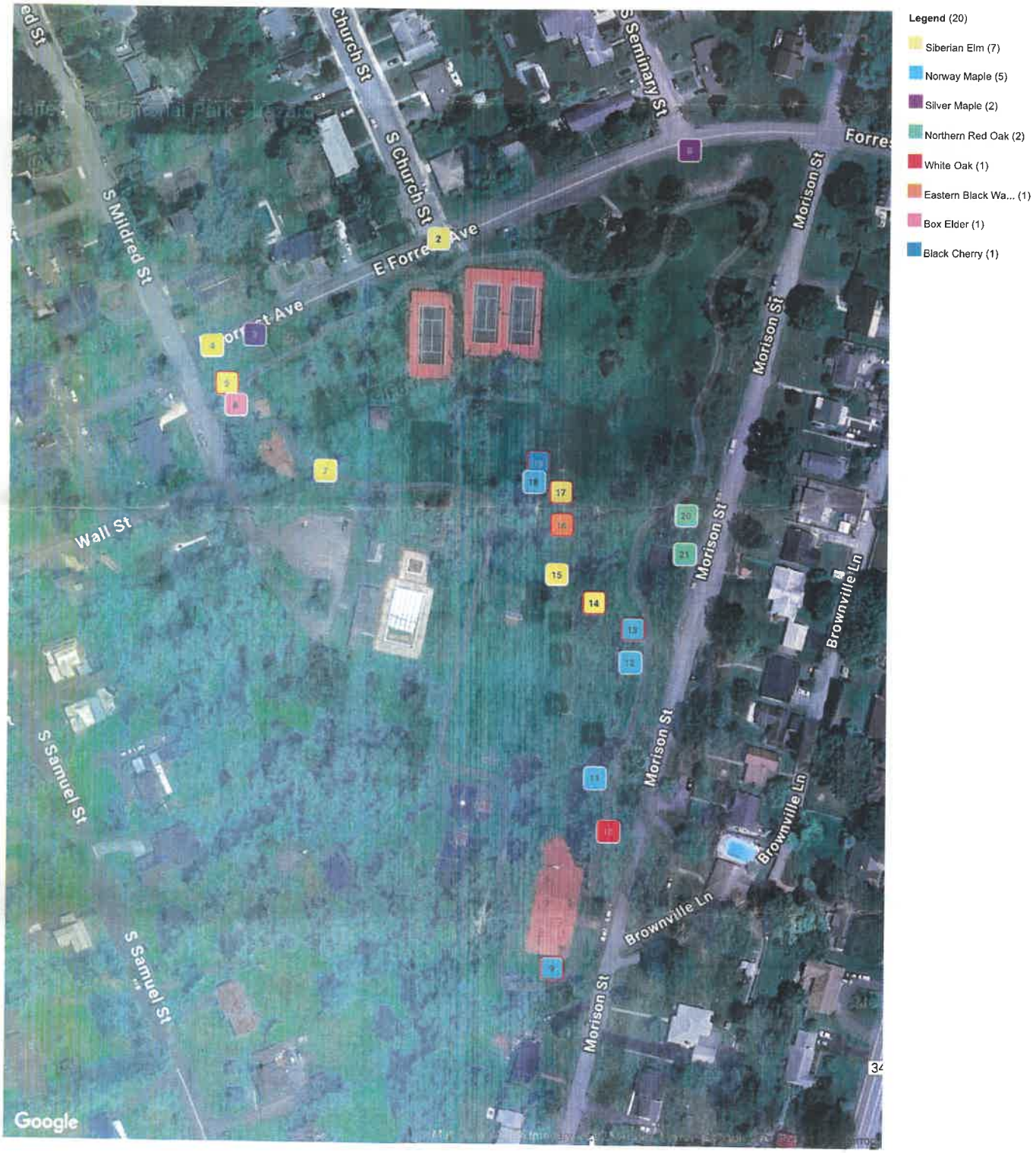

PETER & KIM
JR
Morison Street
Jefferson Memorial Park
Jefferson Memorial Park Trl
AYALA IRIS Y CHAVEZ & DIEGO A BALTAZAR LOBATO
COLLINS RICHARD
mapbox
Sat

Jefferson Memorial Park	A-Prune	B-Remove	NA-No Action
1. Walnut	A		
2. Honey Locust	A		
3. Honey Locust	A		
4. Box Elder		B	
5. Box Elder		B	
6. Chinese Elm		B	
7. Chinese Elm		B	
8. Maple		B	
9. Chinese Elm	A		
10. Chinese Elm	A		
11. Maple	A		
12. Maple	A		
13. Pine			NA
14. Chinese Elm	A		
15. Chinese Elm	A		
16. Chinese Elm	A		
17. Chinese Elm	A		
18. Chinese Elm	A		
19. Chinese Elm	A		
20. Oak	A		
21. Red Oak	A		
22. Maple	A		
23. Post Oak	A		
24. Chinese Elm	A		
25. Maple	A		
26. Maple	A		
27. White Oak	A+		
28. Walnut	A		
29. Maple			NA
30. Maple	A		
31. Maple	A		
32. Maple	A		
33. Chinese Elm		B	
34. Chinese Elm		B	
35. Maple	A		
36. Maple	A		

37. Maple		B
38. Chinese Elm		B
39. Maple	A	
40. Chinese Elm		B
41. Chinese Elm		B
42. Maple	A+	
43. Black Cherry		B
44. Walnut	A	
45. Chinese Elm		B
46. Chinese Elm		B
47.		

Evitts Run	A-Prune	B-Remove	NA-No Action
1. Maple		B	
2. Walnut	A		
3. Hackberry			NA
4. Maple			NA
5. Pear			NA
6. Pear			NA
7. Hackberry	A		
8. Hackberry	A		
9. Hackberry	A		
10. Oak		B	
11. Hackberry			NA
12. Heaven		B	
13. Heaven		B	
14. Walnut	A		
15. Hackberry			NA
16. Sycamore			NA
17. Maple	A		
18. Princess			NA
19. Walnut			NA
20. Locust			NA
21. Walnut			NA
22. Walnut			NA
23. Maple			NA

Jefferson Memorial Park - hazard tree mitigation



Legend (20)

- Siberian Elm (7)
- Norway Maple (5)
- Silver Maple (2)
- Northern Red Oak (2)
- White Oak (1)
- Eastern Black Wa... (1)
- Box Elder (1)
- Black Cherry (1)

5MB

Proposed Tree Care Services

Tree Quantity: 20

Proposal Value: $15,075

August 25, 2025

Proposal #: 1112042

Tree Care Service Address/Location
Jefferson Memorial Park - hazard tree mitigation
Charles Town, WV 25414
Aaron Amore

Tree Care Service Billing Address
City of Charles Town
101 E Washington St.
Charles Town, West Virginia 25414
Aaron Amore
cttreeboard@gmail.com
tel: (304) 724-3251

Viking Tree Service, LLC
Erik Berndt
Erik@vikingtreewv.com
tel:304-988-5557

	Species	Qty	Height	DBH	Service	Price
#2	Siberian Elm	1	31'-45'	25"-30"	Deadwood Removal / End Weight Reduction	$1,350
#3	Silver Maple	1	31'-45'	43"-48"	End Weight Reduction / Deadwood Pruning / Vine Segmentation	$900
#4	Siberian Elm	1	31'-45'	31"-36"	Deadwood Pruning / End Weight Reduction	$450
#5	Siberian Elm	1	31'-45'	31"-36"	Removal and Flush Cut	$675
#6	Box Elder	1	31'-45'	31"-36"	Deadwood Pruning / End Weight Reduction	$450
#7	Siberian Elm	1	31'-45'	25"-30"	Deadwood Pruning / End Weight Reduction	$450
#8	Silver Maple	1	31'-45'	25"-30"	Tree Removal - flush cut	$1,350
#9	Norway Maple	1	16'-30'	25"-30"	Removal and Flush Cut	$450
#10	White Oak	1	46'-60'	43"-48"	Supplemental Support System - Basic / Supplemental Support System - Bracing	$1,125
#11	Norway Maple	1	31'-45'	31"-36"	Deadwood Pruning	$450
#12	Norway Maple	1	31'-45'	19"-24"	Deadwood Pruning	$450
#13	Norway Maple	1	31'-45'	25"-30"	Removal and Flush Cut	$450
#14	Siberian Elm	1	31'-45'	25"-30"	Removal and Flush Cut	$450
#15	Siberian Elm	1	31'-45'	31"-36"	Deadwood Pruning	$450

Removed

Removed ✓

August 25, 2025

Proposal #: 1112042

	Species	Qty	Height	DBH	Service	Price
#17	Siberian Elm	1	31'-45'	31"-36"	Removal and Flush Cut	$1,800
#18	Norway Maple	1	46'-60'	43"-48"	Deadwood Pruning / Supplemental Support System - Basic / End Weight Reduction	$1,350
#19	Black Cherry	1	46'-60'	31"-36"	Removal and Flush Cut	$900
#20	Northern Red Oak	1	46'-60'	25"-30"	Deadwood Pruning	$450
#21	Northern Red Oak	1	46'-60'	25"-30"	Deadwood Pruning	$450
					Total	**$15,075**

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1903: Fall Junior Tennis and MOU Review

Board will discuss the MOU with Fall Junior Tennis.

ATTACHMENTS:

- Executed Tennis League Agreement.pdf

PARK TENNIS PROGRAM AGREEMENT

Between:

City of Charles Town

City of Charles Town Parks and Recreation Commission (Referred to as "the City")

and

JEFFERSON JUNIOR BOYS AND GIRLS' TENNIS LEAGUE (Referred to as "League")

This AGREEMENT is made and entered upon on the 29th day of August 2022.

WHEREAS, the City and League both recognize the value of recreational activity in promoting the sociological, psychological and physical well-being of all age groups is well known;

AND WHEREAS, based on community spirit and cooperation, certain tennis leagues operate membership-based tennis activities and deliver tennis services at certain City of Charles Town facilities, including park courts and manage the overall League operations at the facilities.

AND WHEREAS, the City and the League recognize that League teams directly influence the way in which tennis is promoted and delivered in the community. As a result of this partnership, local youth have access to playing tennis in their community at an affordable price.

NOW THEREFORE in consideration of the mutual agreement noted above, the City and League, collectively known herein as "Parties" agree to enter into this Agreement for the use of City-owned tennis facilities and financial management for the purpose of delivering tennis programs and services to the community, on the following terms and conditions:

The Parties agree the City shall provide the League with access to and use of the City-owned tennis court facilities and financial management, in accordance with the terms and conditions contained in this Agreement.

The City is the sole owner of all tennis facilities and all permanent/semi-permanent fixtures located on the facilities to include, but not limited to, tennis courts, nets, fencing, lighting, pavilions, and any other structures that may be present. In the event the League should dissolve, all League assets, to include financial assets and League equipment acquired by means of funding derived from the membership of the League or City purchase/donation pursuant to this Agreement shall belong to the City and the City will apply such assets to the tennis facilities. The League will ensure every effort is made to find a new executive to operate the League and to continue the service to the community. All League assets, fixtures, or non-consumable goods provided by the League in relation to the tennis facilities or equipment donated, purchased, or provided to the League by the City and the services provided under this Agreement are for the sole use of the League and cannot be traded, sold, or otherwise disposed of without the written permission of the City.

The League acknowledges the City may require the use of the tennis facilities for a special event on occasion. The Parties agree the City will provide as much notice as possible to the League of such special events, closures, maintenance, etc., as to have minimal impact on the League.

The Parties agree this Agreement shall be in force indefinitely commencing on August 29, 2022. The Parties further agree that they may terminate this Agreement by providing each other with 60 days prior written notice of their intention to terminate. The Party receiving the notice will respond in writing acknowledging the Agreement termination. Notwithstanding, the City reserves the right to terminate this Agreement without notice to the League when unforeseen circumstances arise or when the League does not comply with the terms and conditions of this Agreement and a satisfactory resolution between the parties cannot be achieved, or when the League fails to perform or to conduct its operations in a manner acceptable to the City.

Applicable Laws and Policies

The League shall comply with all applicable rules and regulations, policies, procedures and ordinances of the City, State and Federal laws and regulations including, but not limited to, all alcohol and tobacco ordinances.

The League agrees that permission to use City premises or facilities under this Agreement in no way constitutes approval to engage in any unlawful activity or conduct in a manner that would violate any Federal, State or Municipal Law or applicable regulations.

It is recommended all coaching staff participating in the League submit to criminal records check or background screening covered by the cost of the registration fees when recruiting volunteer coaches. It is the responsibility of the League and its Executive to conduct these screenings and submit all results to the Parks Administrator.

The Parties agree this Agreement is a form of service agreement for provision of League membership and community-related tennis services and activities on City property in consideration for use of City tennis facilities. The League acknowledges this Agreement is not intended to create any form of employer/employee relationship between the City and the League, its members, or volunteers. The City shall provide no form of employment benefit to the League, its members, volunteers, etc. under this Agreement.

The League agrees to provide adequate supervision of the tennis facilities during League-use hours, tournaments, and special events and provide decision-making related to the operation of the tennis facilities and activities that meet City standards as communicated in this Agreement and/or by the City prior to the start of the tennis season. The League will take reasonable steps to ensure its members, volunteers, event spectators do not engage in activities or conduct at the tennis facilities that could be hazardous to the health and safety of anyone using the courts or that could cause property damage.

The League, during the regular season, shall perform regular inspections and court checks to ensure the tennis facilities are safe for use and notify the City of any immediate concerns related to health and safety. The City will prioritize any maintenance and repair requests based on the routine maintenance schedule, budget availability and health and safety concerns and perform all major structural repairs. During the playing season, the League shall in good effort maintain the general upkeep and overall condition of the inside court area to include picking up debris, trash, empty ball containers, sweeping, etc. The League shall not be permitted, under any circumstances, to make renovations or alterations, whether structural, mechanical, or architectural to the tennis facilities unless given written authorization by the City.

Financial Obligations – Membership Registration Fees, Purchasing, Account Oversight, Equipment Requests

Revenues: All season-based registration and tennis clothing payments collected via League coaches shall be submitted to Charles Town City Hall within 48 hours of collection with a detailed and itemized breakdown of players indicated on the City-provided registration tracker. This submission may come during regular business hours or by utilizing the City's after-hours drop-box.

Registration fees are set to $30.00 per season per player, with the option to increase the fee annually based on current year program expenses and needs. These fees are designed to cover the program costs, NOT including League apparel/uniforms. The amount of registration fees will be reviewed at the end of each spring season to determine if an increase in the subsequent year's fees will be needed. In the event of a fee increase, the League Executive will notify the Parks Administrator of the registration fee change.

League apparel/uniform fees are set to $15 per shirt and $35.00 per jacket, with the option to increase the fee based on material costs, printing, etc.

Expenses: League associated expenses must be reviewed and approved with substantiating documentation by the Parks Administrator before the expense is incurred. The League is to retrieve and compare multiple quotes from different vendors for any expense needed to ensure efficient pricing and spending. Once a vendor/quote has been selected as the best option, the League Executive will submit said quote to the Parks Administrator for final authorization. The City will pay approved expenses directly to the selected vendor. When possible, the League should utilize the tennis supplies and equipment associated with the City's summer tennis programming at Jefferson Memorial Park, as well as the supplies and equipment donated to the Jefferson County Schools via the City's donation at the close of the summer tennis season.

League programming anticipated expenses include, but are not limited to: tennis clothing, end-of-the-season awards, end-of-the-year ceremony refreshments/supplies, coaching background checks and minor tennis supplies (i.e., tennis balls, grip tape; buckets, first-aid kits, etc.).

In the event unanticipated League expenses arise (equipment requests) the request approvals are contingent on staffing abilities, Parks and Recreation Board consideration, and current budget funding availability. The City will make every effort to accommodate these requests, but are not obligated to fulfill such requests.

Account Oversight: The City Finance staff are responsible with the accounting function of the League. This includes facilitating the revenue deposits into the City's Parks and Recreation bank account, administering the check or purchase card payments to vendors, accounting for the League revenues and expenses in the Parks and Recreation ledger and tracking all League profit/loss status throughout the year.

Insurance Requirements

The Parties shall hold harmless from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the League or City may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations, or performance of the League, its coaches, volunteers, parents, members, contractors and/or agents under this Agreement, or their failure to adhere

to the terms and conditions or recommendations set out in this Agreement or in relation to the use of the tennis facilities.

The City shall maintain insurance coverage over all City-owned property to include the tennis facilities.

The League may, at their discretion, pursue additional coverage that can be applied to individual players. As part of this Agreement and a registered participant of the Jefferson Junior Tennis League, each player and his/her respective parent/guardian understands the City of Charles Town as well as the affiliated Jefferson Junior Tennis League cannot be held liable for accidents, injuries, damage, or any claims associated with voluntary carpooling/ridesharing to/from tennis match competitions. The drivers voluntarily participating in the transportation of League players are solely responsible for maintaining insurance coverage on any vehicle(s) transporting League players and ultimately hold individual responsibility for the safety and well-being of transported minors.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be signed by their duly authorized officers.

City of Charles Town

Signature — Title: BOARD PRESIDENT

Jefferson Junior Boys and Girls' Tennis League

Stacey Hough — 8/26/22 — Administrator

Signature — Title

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1904: Use of the Pool by the Swim Team in 2027

Board will discuss the use of the pool by the swim team for the 2027 season.

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1905: Recommended Parkland Language of Citywide Zoning Rewrite

Board will discuss recommended parkland language for citywide zoning rewrite.

ATTACHMENTS:

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1906: Manager's Report

Board will receive an report containing updates on various items from the parks manager.

ATTACHMENTS:

- Manager's Report 9-10-25.docx
- August 2026 P&R Financials.pdf

Manager's Report

Happy Retreat trial signage

Signs posted on either entrance, near the Charles Washington Gravesite, and across from the bridge on the Happy Retreat side.






To Happy Retreat


Trail Key:
Happy Retreat Loop
to Bridge
and
Evitts Run Trail
Along the Evitts Run

JMP Little Library – window fixed



Signage at Jefferson Memorial Park

Signage edited with laminated paper on tennis courts to reflect my contact information.



Public-Private Partnership Between Charles Town and Ranson Community Gardens

MOU signed and sent to the City Attorney

Poolside Planting Proposal

Spoke to Aaron about the planting. Says that there are now more plants and has provided a new map of proposed plantings at the recommendation of Jeff Blount at the Cacapon institute. Added sections include the front between the handicap parking and the stairs and the bald hill by the “axe head” section of the pool. It has also been suggested that a berm is put in place by the handicap parking to slow the water that is draining from the parking lot to reduce erosion.

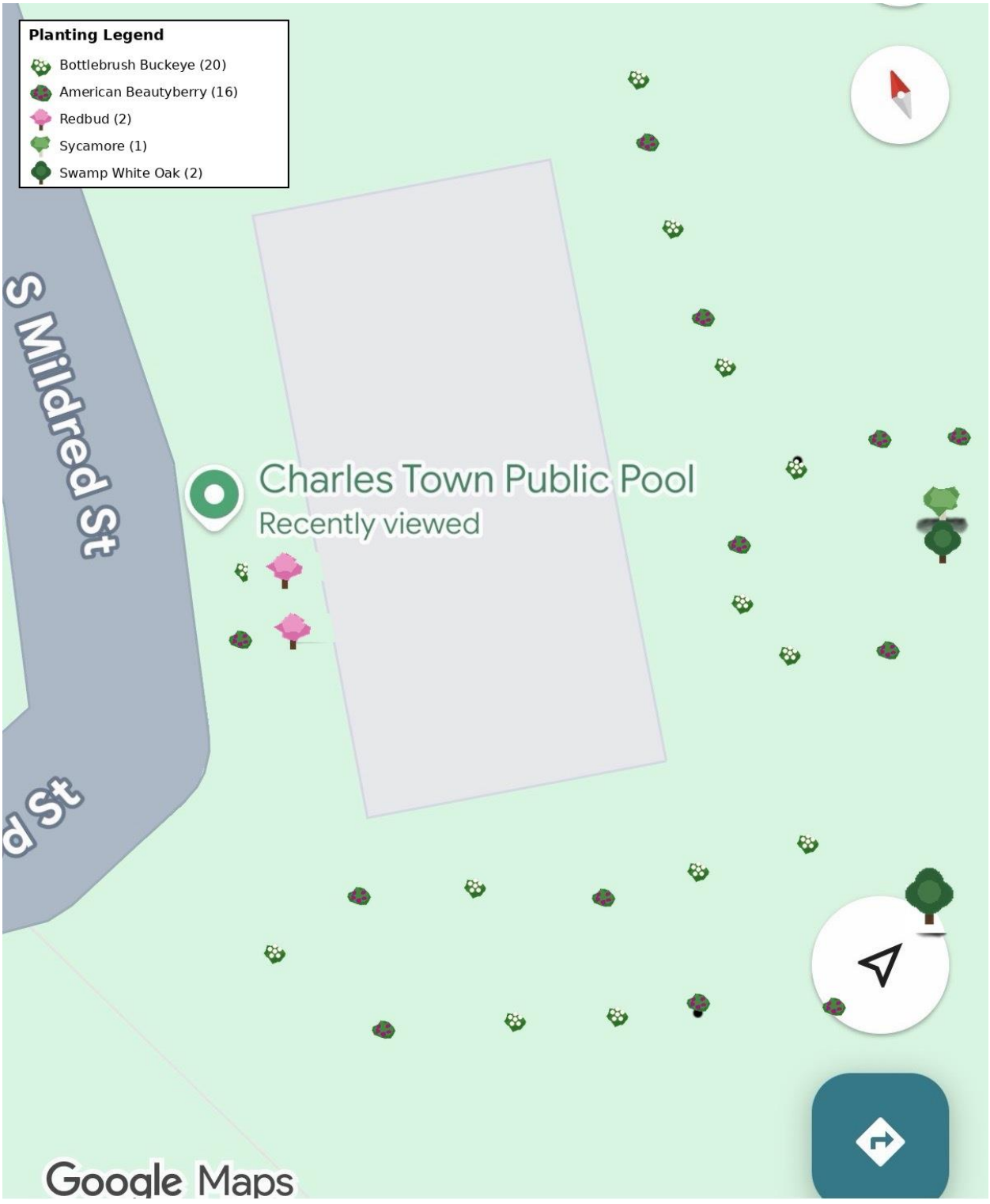
Materials needed will be an auger from Jefferson Rentals – something maintenance had done before for the tree board. Volunteers would be gathered by the tree board and parks and rec via social media and the tree board’s email list. Volunteers will be supplied shovels by the tree board and Cacapon institute.

Planting in mid October is recommended. We will have around 2 weeks original price was projected below:

• 30 shrubs (swale) + 8 shrubs (outlet) = 38 shrubs × $25 = $950

• 2 trees (one per plan) × $35 = $70

• Combined total: $1,020


Planting Legend
Bottlebrush Buckeye (20)
American Beautyberry (16)
Redbud (2)
Sycamore (1)
Swamp White Oak (2)
S Mildred St
d St
Charles Town Public Pool
Recently viewed
Google Maps

Between Stairs and Handicap Parking



Drainage culvert next to pool



Drainage culvert at backside of pool



Bald hill

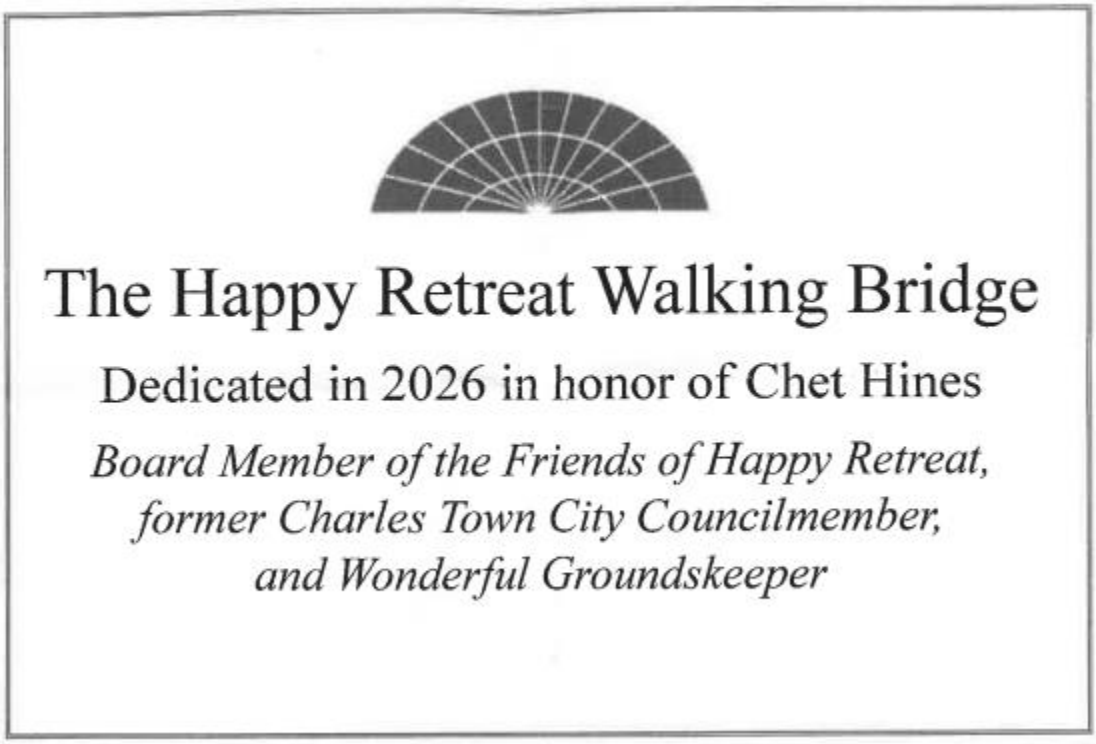


Suggested site of Berm.



Happy Retreat Bridge Dedication

Current consensus is leaning towards having the dedication ceremony to be incorporated into one of the Walks About Nothing. Plaque will be placed on the inside railing of the bridge on the Happy Retreat side.



Day of Caring

Two events are occurring. United Way and kids from Wright Denny will be doing trash collection with Mayor dressing up like George Washington. Jim and I will meet with Renee from Rotary about what needs to be done on Wednesday of this week at JMP.

Evitts Run Garden

Susan Guay is hoping to end the Shenandoah Garden Club's involvement in the plantings at Evitts Run by 51. I am talking to her about the details of what she did and what kind of work was expected for upkeep and will give a report at a later date.

Evitts Run Hill

A concerned citizen living near Evitts Run Park voiced her concerns about speeding on the liberty st. hill by evitts run. She requested signage (e.g. "Bus stop ahead" or "Children at Play signage") to be placed in the hopes of reducing speeding rates on the section of road. PD puts their "you are going X mpg" sign up there once and a while so they are aware of it. I plan on looking into what authority Parks and Rec has to place road signage and to give updates to this concerned citizen.

the city of Charles Town, WV

FY 2027 P&R

REVENUES	CURRENT BUDGET	AUGUST 2026	FY 2027 YEAR TO DATE	FY 2027 BUDGET BALANCE	FY 2027 % OVER/UNDER BUDGET	FINANCE NOTES	REVISION #1 NOTES
Carryover	145,405	145,405	145,405	0	100%		FY 2026 carryover brought into FY 2027.
207-340-000 Pool Admission	32,000	6,264	7,858	24,142	25%		
207-340-010 Pool Concession Stand	8,000	1,852	2,603	5,397	33%		
207-340-020 Pool Rental	4,000		-	4,000	0%		
207-340-030 Pool Passes	3,500		-	3,500	0%		
207-340-040 Swimming Lessons	5,000		-	5,000	0%		
207-340-100 Park Donations	6,000		-	6,000	0%		
207-340-120 Hotel/Motel	87,500	7,357	7,357	80,143	8%		
207-340-140 Tennis CIP Donations	-		-	-			
207-340-210 Junior Tennis	850		-	850	0%		
207-340-220 Tennis Lessons	7,500		-	7,500	0%		
207-340-520 Sale of Items	-		-	-			
207-340-700 Pavilion Rental	3,000	500	800	2,200	27%		
207-380-000 Interest on Investments	2,000		205	1,795	10%		
207-369-000 Contributions from GF	20,000	20,000	20,000	-	100%		
207-399-000 Misc. Rev.- CC Convenience Fees	1,000	98	133	867	13%		Convenience fees charged to customers to recover credit card processing costs.
TOTAL REVENUES	**325,755**	**181,476**	**184,361**	**141,394**	**110%**		

EXPENSES	CURRENT BUDGET	AUGUST 2026	FY 2027 YEAR TO DATE	FY 2027 BUDGET BALANCE	FY 2027 % OVER/UNDER BUDGET	FINANCE NOTES	REVISION #1 NOTES
207-900-103 Salaries	91,825	16,805	20,438	71,387	22%	Pool - 15 Part-time employees @ $71,000 Tennis - 6 Part-time employees @ $12,000 Bonuses for Pool Staff and Concessions $3325	
207-900-104 FICA Tax Expense	7,600	2,870	3,148	4,452	41%	FICA @ 7.65% of Salary	
207-900-108 Overtime	3,000		-	3,000	0%		
207-900-211 Telephone	1,000		-	1,000	0%	Jefferson Memorial Pool Phone Line ($80 a month)	
207-900-213 Utilities	16,200	894	1,397	14,803	9%	Charles Town Utility Board (Water) - Jeff Mem Park/Pool - $7,000 Potomac Edison (Electric) - Restroom Facilities, W. Liberty St., Jeff Mem Park/Pool - $8,000	
207-900-215 Buildings and Grounds	12,000	825	982	11,018	8%	Grass/Weed killer, Light bulbs, Grass seed, straw, Outdoor lights, drain pipe, Boards for Benches, Bathroom Repairs, Painting Supplies, and Kiddie Matt mulch (moved from Department Supplies).	
207-900-216 Pool supplies and equipment	7,500	2,735	2,748	4,752	37%	Halltown Pool & Spa - Chemicals/Filters/Pool Maintenance (#50 Tabs, Lube, Soda Splash, Filter Fresh, Algicide, Test Kits, Gaskets, Bolts.	
207-900-217 Automobile Repair & Maintenance	1,000		-	1,000	0%		Air filters, vehicle repairs, state inspections, vehicle maintenance (brakes/rotors, tire repair/rotation, etc.)
207-900-220 Advertising/Legal Pub	500		-	500	0%	Publishing fees	
207-900-221 Training	3,000		-	3,000	0%	Certifications (10 @ $200), Food Handler's Card (10 @ @15)	Allowance for Park Manager Pool Operation Certification
207-900-222 Dues	120		-	120	0%	NRPA Membership	
207-900-226 Insurance & Bonds	-		-	-		Commercial Property, Umbrella Liability,	
207-900-230 Contracted Services	52,500	7,013	8,758	43,742	17%	Mowing (Evitts Run, Happy Retreat, Craig Hill, Willingham, Jeff Mem Park) - $35,000; Porta Potty Setup/Clean and Service - $7,000 Payroll Processing - $2500 Annual Pest Control Services - $500 JMP Trash Service - $6500	
207-900-230 Community Foundation Landscaping - Contracted Services	6,000	4,161	4,161	1,840	69%	Landscaping at JMP per JB Smith Foundation Trust contribution.	
207-900-232 Bank Charges - CC Fees	1,000	197	252	748	25%		Credit card processing fees.
207-900-236 Refunds	500		-	500	0%		
207-900-237 Other Fees/Taxes	300		299	1	100%	Pool permit fee Health Department	
207-900-341 Departmental Supplies	8,000	349	2,806	5,194	35%	nets, camera supplies, story trail supplies, dog waste bags	
207-900-341 Junior Tennis Supplies	850		-	850	0%	Jr. Tennis Girls and Boys Shirts and Jackets and	
207-900-342 Concession Stand Supplies	4,000	273	1,873	2,127	47%		
207-900-343 Auto Supplies (Gas, Oil & Tires)	1,500		-	1,500	0%		Gas, oil changes and tires
207-900-345 Uniforms	2,500		-	2,500	0%	Life guard bathing suits	
207-900-359 Capital Outlay	94,860		-	94,860	0%		
207-699-568 Contingencies	10,000		-	10,000			
TOTAL EXPENSES	**325,755**	**36,120**	**46,860**	**278,895**	**14%**		
REVENUES OVER EXPENSES	**0**	**145,356**	**137,501**				

SHELIA CLIFFORD TRUST CAPITAL PROJECT

REVENUES	CURRENT BUDGET	AUGUST 2026	FY 2027 YEAR TO DATE	FY 2027 BUDGET BALANCE	FY 2027 % OVER/UNDER BUDGET	FINANCE NOTES	REVISION #1 NOTES
Carryover	515,830	515,830	515,830	(0)	100%	Balance of portfolio at 2/28/26.	FY 2026 carryover brought into FY 2027.
207-340-216 Clifford Trust Restricted Donation	-		-	-		Trust.	
207-380-000 Interest on Investments	-		-	-		account.	
207-380-050 Dividends	15,000	1,553	3,047	11,953	20%	Dividends received on investments.	
207-380-100 Gains/ Losses on Investments	-		-	-		Gains/Losses received on investments.	
TOTAL REVENUES	**530,830**	**517,383**	**518,877**	**11,953**	**98%**		

EXPENSES	CURRENT BUDGET	AUGUST 2026	FY 2027 YEAR TO DATE	FY 2027 BUDGET BALANCE	FY 2027 % BUDGET	FINANCE NOTES	REVISION #1 NOTES
207-900-223 Professional Services	2,600	238	475	2,125	18%	$212.00 a month.)	
207-900-459 Clifford Trust Capital Expenditures	528,230		-	528,230	-	and heated bird baths with garden as specified in	
TOTAL EXPENSES	**530,830**	**238**	**475**	**530,355**	**0%**		
REVENUES OVER EXPENSES	**-**	**517,146**	**518,402**				

Board of Parks and Recreation
101 East Washington Street
Charles Town, WV 25414

Meeting: 09/10/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1907: Park Updates

Board to discuss park updates and open the floor for public comment.

ATTACHMENTS: