CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • OCTOBER 8, 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

: **2026-1993:** Board of Parks and Recreation Commission Meeting Minutes - September 10, 2026
September_2026_Meeting_Minutes_DRAFT.pdf

3. UNFINISHED BUSINESS

: **2026-1994:** Charles Town Public Pool Splash Pad Update

: **2026-1995:** Pool Operations Discussion

: **2026-1996:** CLEAN Parks Initiative

: **2026-1997:** CLEAN Parks RFP Optional Scope Funding

: **2026-1998:** Additional Lighting at Pickleball and Basketball Court

: **2026-1999:** Tree Maintenance RFP Discussion

: **2026-2000:** Recommended Parkland Language for Citywide Zoning Rewrite
ZAGLIFA Proposed P&R Zoning Text Revisions.pdf

: **2026-2004:** Parks Master Plan

4. NEW BUSINESS

: **2026-2001:** Evitts Run Garden Ownership Transfer
EvittsRunGarden-InvoiceHistory.pdf

: **2026-2002:** JMP Baker Hall Trust Document Review
Baker Hall Trust and Board of Park and Recreation.pdf

: **2026-2003:** Park Updates

: **2026-2005:** Parks Manager Position Vacancy

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: 10/08/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1993: Board of Parks and Recreation Commission Meeting Minutes - September 10, 2026

ATTACHMENTS:

- September_2026_Meeting_Minutes_DRAFT.pdf

City of Charles Town – [NOTE: NEED TO ADD ITEM NUMBERS]

Parks and Recreation Commission Report

September 10, 2026 / 6:00 PM / City Hall

I. CALL TO ORDER: 6:01 PM

Persons Present:

Commissioners Present: Alden Roth, Thrudy Roth, Elizabeth Ricketts, Nick Zaglifa (Remote)

Staff: Gavin Bailey

Guests: Tammy Connors, Meridith Marshall

II. APPROVAL OF MINUTES:

The Commission considered approval of the minutes from the previous regular meeting and the special meeting.

Motion: to approve the minutes report for the previous regular meeting and special meeting.

Motioned: A. Roth

Unanimous

III. UNFINISHED BUSINESS

Charles Town Public Pool Splash Pad Update

Staff reported that splash pad construction will commence soon. Snow guards were installed on the roof last week. Staff will provide additional information as it becomes available.

No Action.

Pool Operations Discussion

Staff presented an estimate from TechStar and is obtaining an additional estimate from MS Johnson, the contractor that worked on the HVAC unit in the lifeguard lounge. Preliminary assessment indicates a separate, larger unit than the lifeguard lounge unit may be required. Sizing considerations include the windows, five compressor units (two refrigerators, one freezer, one ice cream machine, and one slushie machine), and two heating elements (one hot holder and one hotdog roller).

The board also discussed the end of season bonuses for all pool staff.

DRAFT

Motion: Approve end of season bonus for all pool staff members regardless of calculated hours.

Motioned: E. Ricketts, 2nd: T. Roth

Unanimous

CLEAN Parks Initiative

Staff reported that the RFP has been distributed to firms and is being advertised, with a submittal deadline of September 16th. The project has been granted an extension to April 30, 2027, with significant flexibility on deliverables. All parties must be paid by April 30, 2027, and must meet certain deliverables by that date; however, the City has discretion over those deliverables, and work may continue afterward.

No Action.

Insurance Requirements for Events at Happy Retreat

Staff reported that the current certificate of insurance (COI) section of the MOU states only that the City will coordinate with Happy Retreat. Staff was directed to coordinate with the Friends of Happy Retreat to include the City of Charles Town as being one of the insured parties in their insurance requirements for renters and vendors.

No Action.

Parks Master Plan Discussion

The RFP was added to the agenda packet. It was reported that the Depot District will be under the management of Parks and Rec.

No Action.

IV. NEW BUSINESS

Additional Lighting at Pickleball and Basketball Courts

Staff reported that some companies declined the job as outside their scope of work or too small. Two estimates were received: one from FSG (turnkey, including supplies and installation) and one from Brite Court (materials only, installation not included). More estimates are being made and staff will return with updates.

Motion: to table item until there are additional quotes.

Motioned: E. Ricketts, 2nd N. Zaglifa

Aye: E. Ricketts, N. Zaglifa, T. Roth

Nay: A. Roth

Passed

Native Plants at Pickleball Courts

A diagram from President Roth was included for the Commission's consideration.

DRAFT

Motion: to send planting proposal to the tree board to seek grant funding.

Motioned: E. Ricketts, 2nd: N. Zaglifa

Unanimous

Selection of CLEAN Parks RFP Evaluation Panel

The Commission discussed the selection of an evaluation panel for the CLEAN Parks RFP.

Motion: to form a selection committee with the following members pending their willingness to be involved: Elizabeth Ricketts, Kevin Derr, Alden Roth, and John Maxey, with alternative member Jamila Jones.

Motioned: E. Ricketts, 2nd: N. Zaglifa

CLEAN Parks RFP Optional Scope Funding

The Commission discussed optional scope funding for the CLEAN Parks RFP.

No Action.

Authorization of Spokesperson for RFP Negotiations

The Commission discussed authorizing a spokesperson for RFP negotiations.

Motion: to Nominate Alden Roth as the committee spokesperson for the CLEAN Parks RFP evaluation panel.

Motioned: E. Ricketts, 2nd: T. Roth

Unanimous

Tree Maintenance RFP Discussion

The Commission reviewed a survey conducted by maintenance director Jim Wysong and board president Alden Roth, a map of the survey for Jefferson Memorial Park, and a prior survey conducted by Viking with an estimate for tree removal.

Motion: authorize staff to utilize $9,999 from parks and recreation capital outlay for the removal of the 2 or 3 trees of most concern around the pool.

Motion: E. Ricketts, 2nd: T. Roth

Unanimous

Fall Junior Tennis and MOU Review

The Commission reviewed the Junior Tennis MOU. The director of Junior tennis is currently holding informal meetings at the park, acting outside of the league with no monetary support or ability to reserve courts.

DRAFT

Motion: to waive the fall junior tennis registration fee for fall 2026 with the understanding that the city of Charles Town will not make any purchases on the league's behalf.

Motioned: E. Ricketts, 2nd N. Zaglifa

Unanimous

Use of Pool by the Swim Team in 2027

Members of the Swim Team Tammy Connors and Meridith Marshall came in for comment about the use of the pool by the Jeferson Memorial Park Dolphins Swim Team. They stressed the teams history and the demand that exists for specifically summer swimming programs in the area. They are open to discussing scheduling for swim team practices and further discussion will be held at a later time.

No action.

Recommended Parkland Language for Citywide Zoning Rewrite

Document was provided as a table drop.

Motion: to table.

Motioned: E. Ricketts, 2nd: A. Roth

Aye: E. Ricketts, A. Roth, T. Roth

Nay: N. Zaglifa

Passed

V. MANAGER'S REPORT

Staff provided updates in a report seen in the agenda packet. Of note is the scheduling of a bridge dedication event at Happy Retreat Park.

Motion: to have the Friends of Happy Retreat decide the best date.

Motioned: A. Roth, 2nd: T. Roth

Unanimous

The parks manager also informed the board that he has provided his two-week notice to the city and will be resigning in the 4th week of September.

VI. ADJOURNMENT: [TIME] PM

DRAFT

VII. NEXT MEETING: City Hall - October 8th, 2026 at 6pm

DRAFT

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

Meeting: 10/08/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1994: Charles Town Public Pool Splash Pad Update

The Board will receive an update from staff.

ATTACHMENTS:

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SCHEDULED

AGENDA ITEM (ID #)

2026-1995: Pool Operations Discussion

Discuss HVAC in the concessions area. Chairman Roth will provide an update on the Tree Board Plantings 10/17 9-11a

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101 East Washington Street
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AGENDA ITEM (ID #)

2026-1996: CLEAN Parks Initiative

Chairman Roth to provide update to the Board.

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SCHEDULED

AGENDA ITEM (ID #)

2026-1997: CLEAN Parks RFP Optional Scope Funding

Discuss potential funding for Optional Scope listed in the RFP.

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Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-1998: Additional Lighting at Pickleball and Basketball Court

This agenda item needs to be removed from the Table.

Review quotes and determine next steps.

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101 East Washington Street
Charles Town, WV 25414

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AGENDA ITEM (ID #)

2026-1999: Tree Maintenance RFP Discussion

Receive an update from staff on hazard tree removal at JMP.

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SCHEDULED

AGENDA ITEM (ID #)

2026-2000: Recommended Parkland Language for Citywide Zoning Rewrite

This agenda item needs to be removed from the Table.

Draft suggestions for ongoing Zoning Rewrite.

ATTACHMENTS:

- ZAGLIFA Proposed P&R Zoning Text Revisions.pdf

Goal: City Staff has asked the board to clarify zoning requirements for public parkland dedication and improvements to said land for Major and Minor Subdivisions.

Notes to city: At a minimum, CTP&R requests that the relevant ordinances be updated such that:

1. CTP&R be involved in the process of approving potential future public park land in new developments.
2. That CTP&R, not the developer, be allowed to choose between receiving land/developed parks, or a monetary contribution in lieu of (or some combination thereof).
3. Any funds collected from a developer in relation to public parkland requirements must go to the CTP&R Budget.

Additionally, we are not proposing these as changes to *open space* requirements, or any requirements which may exist requiring a certain amount of land for community use (HOA owned). Those requirements are not being considered here and should NOT change, unless otherwise advised by staff/city council. These are solely requirements for land to be given to CTP&R.

Specific Ordinance Clarifications/Changes (the full wish list).

Public Land Donation Requirement: Unless otherwise agreed to by the CTP&R Board by a majority vote, a minimum percentage of a proposed subdivision's acreage must be set aside and deeded over to CTP&R for the purposes of public recreation within the City.

- Subdivision (5 acres or less) ___ %. Note: Residents subdividing their own land for their own purposes (to include their own resale) shall be exempt; however, CTP&R shall have the option to purchase lands identified in the CTP&R Master Parks Plan as *crucial to core master planning objectives.*
- Subdivisions (6-20 acres) ____ %.
- Subdivisions (20+ acres) ____%.

vaugue

Should we add a provision ting the amount of acreage to expected population (population density)

The Board may approve a deviation only after making written findings that the alternative provides equal or greater recreational value to the City.

Priority Spaces: Areas within the subdivision which are identified in the CTP&R Master Parks Plan as *zones of particular interest*, or land deemed *crucial to core master planning objectives*, will be prioritized by the developer as land to be deeded over.

Land Quality Requirements: Unless otherwise agreed to by the CTP&R Board by a majority vote:

a. The deeded land must be contiguous, with a minimum width of 20' for the entirety of the parcel.
b. Land must be considered usable, generally excluding stormwater ponds and sheer cliffs. (Note: streams, swamps, slopes in excess of 5% gradient, etc. that may appear less desirable may still be considered usable, as diverse land adds needed variety to our park system. However, CTP&R reserves the right to determine acceptability on a case-by-case basis, and may require the developer to provide certain improvements to make the land publicly usable. (ex: a boardwalk over a swamp)).

Maximum percentage of slopes over 15%.
Minimum contiguous acreage.
No more than X% in FEMA floodway.
No utility-only parcels.
No stormwater management facilities unless specifically accepted.

Contiguous properties under common ownership or common control that are developed as part of a coordinated project within ten years shall be treated as a single subdivision for purposes of calculating dedication requirements.

Land Improvement & Monetary Donations In Lieu of Land: In exchange for a waiver of the public land donation requirement, or a reduction thereof, a developer may propose to donate a lesser amount of *improved* park land, or to make a monetary donation to CTP&R in lieu of land–or some combination thereof.

Where exactly does the money go?

Developer Improvements & Greater Subdivision Connectivity: Unless otherwise agreed to by the CTP&R Board by a majority vote,

a. Any improvements made by the developer to the land to be donated must adhere to the CTP&R Master Parks Plan and be approved by the CTP&R Board.
b. Wherever possible, proposals and improvements should directly connect with existing CTP&R land or Charles Town trail and path systems.
c. The Developers must include a plan for how the greater subdivision, particularly transportation infrastructure (roads, sidewalks or HOA-owned trails) will connect to the dedicated parkland, and in particular, any trails therein.

Proposal Acceptance, Rejection, Modification, and Appeal: Proposals from Developers will be presented to the P&R Board, which will review and issue a ruling within 45 days of receipt.

The Board reserves the right to reject a proposal and/or request revisions to it if the proposal does not meet requirements herein, or if the Board deems the land unusable without Developer Improvements. Acceptance, rejection, or counterproposals must be decided by majority vote of the Board of CTP&R.

If proposals are accepted by CTP&R, but later rejected or amended by the Charles Town Planning Commission, CTP&R must approve any amendments or revised proposals by majority vote of the Board.

Is that really true? Can we stand in the way of the Planning Commission?

The developer reserves the right to appeal to the CTPC should they believe the CTP&R rejection, counter proposals, or review timeline to be unreasonable. In cases of developer appeal, CTPC reserves the right to overrule the CTP&R and to approve, deny, or otherwise modify the developer's proposal, as long as it still adheres to minimum requirements listed herein. In all such cases, final donations of land or funds shall still belong to CTP&R.

The Planning Commission shall not approve a subdivision until it has received a recommendation from the Parks & Recreation Board.

I reviewed the uploaded Proposed P&R Zoning Text Revisions.pdf and compared its concepts against West Virginia's land use planning statutes. [Proposed P...Revisions | PDF], [code.wvleg...lature.gov]

Short answer: The proposal contains several good policy ideas, but in its current form I see multiple areas that may be vulnerable to legal challenge or may conflict with the allocation of authority established under West Virginia's planning statutes. More importantly, some of the language could unintentionally create loopholes that developers could exploit.

My biggest concern: Who has the legal authority?

Under West Virginia Code Chapter 8A, subdivision approval authority is vested in the planning commission through the subdivision and land development ordinance process. The statute specifically requires ordinances to include the authority of the planning commission to approve major subdivisions and land developments. [law.justia.com], [code.wvleg...lature.gov]

Your draft repeatedly gives the Charles Town Parks & Recreation Board authority to:

- approve or reject land dedication proposals;
- require revisions;
- determine acceptability of land;
- receive appeals;
- issue rulings within 45 days.

These provisions may be challenged if the P&R Board does not independently possess authority granted by city ordinance or charter. The safer approach is often:

"The Planning Commission shall not approve a subdivision until it has received a recommendation from the Parks & Recreation Board."

That preserves the Planning Commission's statutory authority while still giving P&R substantial influence.

Potential "Nollan/Dolan" takings issue

Nationwide, parkland dedication requirements are generally legal only when they are roughly proportional to the impacts created by the development.

Your proposal currently states:

a minimum percentage of acreage must be deeded over.

The risk is that no findings are provided explaining why the percentage is related to recreational demand generated by new residents.

A developer's attorney could argue:

- Why 5%?

- Why 10%?
- What evidence supports that amount?
- Why should a 21-acre subdivision dedicate more than a 19-acre subdivision?

I would strongly recommend tying acreage requirements to:

- projected population;
- level-of-service standards in the Parks Master Plan;
- recreational demand studies;
- adopted Comprehensive Plan goals.

That creates a stronger nexus between growth and the required dedication.

The proposal wisely addresses a common developer tactic

One thing I particularly like is the "usable land" language.

Developers frequently satisfy dedication requirements by offering:

- stormwater ponds;
- utility easements;
- steep slopes;
- floodways;
- isolated remnants;
- narrow strips of land.

Your draft directly attempts to prevent that. [Proposed P...Revisions | PDF]

However, I would strengthen it further.

Instead of:

Land must be considered usable.

Consider objective standards:

- Maximum percentage of slopes over 15%.
- Minimum contiguous acreage.
- No more than X% in FEMA floodway.
- No utility-only parcels.

- No stormwater management facilities unless specifically accepted.

Objective criteria are easier to defend than subjective judgment.

Another loophole: "unless otherwise agreed"

The phrase:

Unless otherwise agreed to by the CTP&R Board by a majority vote

appears repeatedly. [Proposed P...Revisions | PDF], [Proposed P...Revisions | PDF]

While flexibility is useful, a skilled developer may use it to seek exceptions.

I would add findings requirements:

The Board may approve a deviation only after making written findings that the alternative provides equal or greater recreational value to the City.

That creates a record and discourages arbitrary waivers.

Monetary contributions

I strongly agree with your concern here.

The proposal states that any funds collected should go to the parks budget. [Proposed P...Revisions | PDF]

However, merely writing that into the zoning ordinance may not be enough.

You should verify:

- how impact fees and dedicated funds are handled under the city charter;
- whether City Council controls appropriations;
- whether a dedicated parkland fund can legally be established.

A stronger mechanism would be a:

"Park Land Acquisition and Development Fund"

with restricted uses.

Otherwise revenue could potentially be absorbed into the general fund.

Master Plan references

The references to:

- "zones of particular interest"
- "crucial to core master planning objectives"

are conceptually sound. [Proposed P...Revisions | PDF]

But they create ambiguity.

I would recommend:

- mapping those areas in the Parks Master Plan;
- assigning parcel identification references;
- adopting those maps by ordinance.

Developers exploit ambiguity. Clear maps are much harder to challenge.

Connectivity provisions are excellent

The strongest section in the proposal may be the connectivity language. [Proposed P...Revisions | PDF], [Proposed P...Revisions | PDF]

Requiring:

- sidewalk connections;
- trail connections;
- access plans;

helps prevent the creation of isolated "park islands" that are technically public but practically inaccessible.

I would keep this section.

A major loophole not addressed

The draft measures dedication by **gross acreage**.

Developers commonly reduce effective parkland obligations through:

- phasing;
- multiple affiliated entities;
- segmented plats.

Example:

- One 30-acre project.

- Split into three 10-acre subdivisions.

The project may fall into lower dedication tiers.

Consider language such as:

"Contiguous properties under common ownership or common control that are developed as part of a coordinated project within ten years shall be treated as a single subdivision for purposes of calculating dedication requirements."

This is one of the most important anti-circumvention provisions you could add.

Overall assessment

Legally strongest elements

✅ Usable-land requirements
✅ Connectivity requirements
✅ Ability to require improvements
✅ In-lieu fee option
✅ Priority acquisition areas tied to the Parks Master Plan

Most vulnerable elements

⚠️ P&R Board having final approval authority rather than advisory authority to the Planning Commission
⚠️ Fixed dedication percentages without documented proportionality studies
⚠️ Repeated discretionary waiver language
⚠️ Undefined standards for acceptable land
⚠️ No anti-phasing/anti-segmentation language

My conclusion

I do **not** see anything that is obviously prohibited by West Virginia law, but I do see several provisions that could be challenged as exceeding the authority typically assigned to a parks board under Chapter 8A or as insufficiently tied to the impacts of development. [code.wvleg...lature.gov], [law.justia.com]

If I were advising the Charles Town Parks & Recreation Board as a planning consultant, I would retain the policy goals but rewrite the ordinance around:

1. Planning Commission final authority.
2. Mandatory P&R review and recommendation.
3. Objective parkland quality standards.
4. Anti-circumvention provisions.
5. Dedicated parkland fund.

6. Findings-based waivers.
7. Clear nexus between growth and dedication requirements.

Those changes would make it substantially harder for developers to satisfy the requirement with unusable land or to evade park obligations through creative subdivision strategies.

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

Meeting: 10/08/26
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Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2004: Parks Master Plan

Discuss timelines and expectations for RFP.

ATTACHMENTS:

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

Meeting: 10/08/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2001: Evitts Run Garden Ownership Transfer

Discuss ownership and maintenance of Evitts Run Park gardens started by Shenandoah Garden Club.

ATTACHMENTS:

- EvittsRunGarden-InvoiceHistory.pdf

EVITTS RUN PARK

INVOICES FROM R&L LANDSCAPE Co.

Paid by Susan Guay

DATE OF INVOICE	*INVOICE #*	*INVOICE CHARGE*
August 30, 2026	22457	$1,940*
September 9, 2025	21204	$1,940
November 20, 2024	19976	$1,250
October 5, 2022	117128	$1,150
May 25, 2021	15460	$1,000
December 3, 2021	16080	$1,500
TOTAL:		$8,780.00

****Gavin--For some unknown reason I cannot open this invoice, even though I am now back on line. I can provide a cy of the cashed check if you want me to do that.**

Sue Guay

On Aug 25, 2026, at 4:16 PM, Angela Logue <office@r-llandscapes.com> wrote:

R&L Landscapes, Inc.

Invoice ***22457***

Amount Due: $1,940.00

To Susan Guay :

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

Angela Logue
R&L Landscapes, Inc.
Phone:304-725-4263
Fax:304-724-8073
office@r-llandscapes.com

NOTE: THIS INVOICE, 22457, IS FROM AUGUST 25, **2026**

View & Pay Invoice

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
9/9/2025	21204

NOTE: THIS INVOICE, 21204, IS FROM AUGUST 25, 2025

Bill To

Susan Guay
11 Quinn Lee Road
Harpers Ferry, WV 25425

Project	Due Date
	9/19/2025

Description	Quantity	Rate	Amount
Evitts Run Park- 4 Guys Labor		1,600.00	1,600.00
Pre-Emergent Installation		100.00	100.00
8 Yards Mulch @ $30/yard	8	30.00	240.00

Thank you for your business.

Website: www.R-LLandscapes.com

Sales Tax (6.0%) $0.00

Total $1,940.00

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
11/20/2024	19976

Bill To

Evitts Run Park
504 W Liberty St
Charles Town, WV 25414

Project	Due Date
	11/20/2024

Description	Quantity	Rate	Amount
Clean up of the landscape beds at Evitts Run Park per walk through. To Include: weeding beds completely, edging beds, removing debris, put pre-emergent down and mulch		1,250.00	1,250.00

Thank you for your business.

Sales Tax (6.0%) $0.00

Website: www.R-LLandscapes.com

Total $1,250.00

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
Kearneysville, WV 25430

Invoice

Date	Invoice #
10/5/2022	17128

PAID 10/10/2022

Bill To

Evitts Run Park
504 W Liberty St
Charles Town, WV 25414

Project	Due Date
	10/5/2022

Description	Quantity	Rate	Amount
Clean up of the landscape beds at Evitts Run Park per walk through. To Include: weeding beds completely, edging beds, removing debris, put pre-emergent down and mulch		1,150.00	1,150.00

Thank you for your business.

Sales Tax (6.0%) $0.00

Website: www.R-LLandscapes.com

Total $1,150.00

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
Kearneysville, WV 25430

Invoice

Date	Invoice #
5/25/2021	15460

PAID 05/26/2021

Bill To

Evitts Run Park
504 W Liberty St
Charles Town, WV 25414

Project	Due Date
	5/25/2021

Description	Quantity	Rate	Amount
Clean up of the landscape beds at Evitts Run Park per walk through. To Include: weeding beds completely, edging beds, removing debris and putting pre-emergent down.		1,000.00	1,000.00

Thank you for your business.

Website: www.R-LLandscapes.com

Sales Tax (6.0%)	$0.00
Total	$1,000.00

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

R&L Landscapes, Inc.
431 W Burr Blvd
Kearneysville, WV 25430

Invoice

Date	Invoice #
12/3/2021	16080

Bill To

Susan Guay
11 Quinn Lee Road
Harpers Ferry, WV 25425

Project	Due Date
	12/3/2021

Description	Quantity	Rate	Amount
Clean up of the landscape beds at Evitts Run Park. To Include: weeding beds, edging beds, removing debris, putting pre-emergent down and mulching area.		1,500.00	1,500.00

Thank you for your business.

Sales Tax (6.0%) $0.00

Website: www.R-LLandscapes.com

Total $1,500.00

Phone #	Fax #	E-mail
304-725-4263	304-724-8073	office@r-llandscapes.com

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

Meeting: 10/08/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2002: JMP Baker Hall Trust Document Review

Review the attached document and approve acceptance of the Trust.

ATTACHMENTS:

- Baker Hall Trust and Board of Park and Recreation.pdf

LAW OFFICE OF
JOHN K. DORSEY

104 WEST CONGRESS STREET
POST OFFICE BOX 42
CHARLES TOWN, WV 25414
TELEPHONE: (304) 728-6000
TELEFAX: (304) 728-1130
e-mail: jdadmin@jdjdcpa.com

September 14, 2026

Alissa Meeks, Interim City Manager
City of Charles Town
101 East Washington Street
P.O. Box 14
Charles Town, WV 25414

RE: W. Baker Hall Trust and
Board of Park and Recreation Commissioners

Dear Alissa,

Please find attached a copy of the nonjudicial settlement agreement concerning the W. Baker Hall Trust. This agreement is one step in the process of substituting the Board of Park and Recreation Commissioners as a beneficiary of the Hall Trust in the place of Jefferson County Memorial Park Corporation, Inc. I will also be sending a digital copy of the agreement by email to you. While I will be out of the office for the balance of this week I will have occasional access to email in the event there are questions or concerns. Please advise when the document has been signed and I will come by and pick up the original. Thank you for your assistance in obtaining the proper signature for the Board.

Very truly yours,

John K. Dorsey

Enclosures: As stated

NONJUDICIAL SETTLEMENT AGREEMENT
REGARDING MODIFICATION OF TRUST BY AMENDMENT OF THE
THE W. BAKER HALL TRUST UNDER AGREEMENT
DATED SEPTEMBER 5, 1972, AS AMENDED,
A CHARITABLE AND NOW IRREVOCABLE TRUST
PURSUANT TO WEST VIRGINIA CODE CHAPTER 44D, ARTICLE FOUR

THIS NONJUDICIAL SETTLEMENT AGREEMENT is made and entered into as of the 14th day of September, 2026 (the "Effective Date"), by and among POTOMAC BANK, a West Virginia banking corporation (formerly known as Bank of Charles Town), as Trustee of the W. Baker Hall Trust under Agreement dated September 5, 1972, as amended, a charitable irrevocable inter vivos trust, party of the first part and hereinafter referred to as the "Trustee"; CITIZENS FIRE COMPANY, INC., a West Virginia corporation, party of the second part; INDEPENDENT FIRE COMPANY NO. 1, INC., a West Virginia corporation, party of the third part; JEFFERSON COUNTY MEMORIAL PARK CORPORATION, INC., a West Virginia corporation, party of the fourth part; and BOARD OF PARKS AND RECREATION COMMISSIONERS OF CHARLES TOWN, WEST VIRGINIA (also known as Board of Park and Recreation Commissioners of Charles Town, West Virginia), a public corporation established by the City of Charles Town, a West Virginia municipal corporation, party of the fifth part, the parties of the second, third, fourth and fifth parts hereinafter referred to collectively as the "Beneficiary" or "Beneficiaries"; and the Trustee and Beneficiaries hereinafter sometimes referred to as the "Parties".

RECITALS:

WHEREAS, on September 5, 1972, W. Baker Hall (hereinafter referred to as the "Grantor") and Bank of Charles Town executed a trust agreement known as "The W. Baker Hall Trust", a copy of which is attached hereto as Exhibit "A", made a part hereof and incorporated herein by reference, governing the W. Baker Hall Trust (such trust hereinafter referred to as the "Trust"); and

WHEREAS, the terms of the Trust provided for the initial income beneficiary, Grantor's sister, Virginia O. H. Pue; the succeeding income beneficiary, the Grantor, if he survived; a partial distribution of corpus to Elizabeth S. White, John A. Barnes, and William Neill, III and/or Henrietta S. Neill, his wife, upon the death of the survivor of Virginia O. H. Pue and the Grantor; with the remaining corpus being retained in a perpetual charitable irrevocable trust for the benefit of "Citizens Fire Company, Independent Fire Company, and Jefferson County Memorial Park"; and

WHEREAS, Virginia O. H. Pue died on June 8, 1973, and the Grantor died on April 1, 1981, whereupon the W. Baker Hall Trust under Agreement dated September 5, 1972, as amended, became irrevocable; and

WHEREAS, upon the death of the Grantor, and the required partial distributions of corpus were paid to Elizabeth S. White, John A. Barnes, and William Neill, III and/or Henrietta S. Neill, his wife, the Beneficiary of the Trust, as the term "Beneficiary" is defined by W. Va.

Code § 44D-1-103(c), became Citizens Fire Company, Independent Fire Company, and Jefferson County Memorial Park; and

WHEREAS, Citizens Fire Company was organized in Jefferson County on July 18, 1884; incorporated in Jefferson County, West Virginia on February 2, 1897, with its Certificate of Incorporation recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Corporation Book 2, at Page 12; registered as Citizens Fire Company, Inc., a West Virginia corporation, with the West Virginia Secretary of State on March 28, 1989; and is agreed by the parties as an intended beneficiary of the Trust; and

WHEREAS, Independent Fire Company No. 1 was organized in Jefferson County on July 14, 1884; incorporated in Jefferson County, West Virginia on June 22, 1895, with its Certificate of Incorporation recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Corporation Book 1, at Page 262; registered as Independent Fire Company No. 1, Inc., a West Virginia corporation, with the West Virginia Secretary of State on July 7, 1995; and is agreed by the parties as an intended beneficiary of the Trust; and

WHEREAS, Jefferson County Memorial Park Corporation, Inc., was incorporated as a West Virginia corporation with the West Virginia Secretary of State on September 26, 1949, with its Certificate of Incorporation recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Corporation Book 4, at Page 137, and whose name was changed in 1988 to Jefferson Memorial Park, Inc.; and is agreed by the parties as an intended beneficiary of the Trust; and

WHEREAS, Jefferson County Memorial Park Corporation, Inc., owned and operated certain real property located in the City of Charles Town known as Jefferson County Memorial Park, which property was dedicated to use as a public park; and

WHEREAS, by deed dated August 3, 2011, and recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Deed Book 1098, at Page 113, Jefferson County Memorial Park Corporation, Inc., a West Virginia non-profit corporation, conveyed all of its real estate to the Board of Parks and Recreation Commissioners of Charles Town, West Virginia, upon the following restriction, covenant, condition and/or servitude:

> "FURTHER SUBJECT TO the restriction, covenant, condition and/or servitude that the Property shall hereafter and forever be and remain, and be used only as and for, a public park for the use and enjoyment of the present and future citizens and guests of the City of Charles Town, which restriction, covenant, condition and/or servitude shall run with the Property and be binding upon the Grantee and its successors and assigns;"

and

WHEREAS, the Parties have agreed that a primary purpose of the Trust was to financially support the use of the property formerly owned by Jefferson County Memorial Park Corporation, Inc., as a public park, the responsibility of which has been assumed by the Board of Parks and Recreation Commissioners of Charles Town, West Virginia; and

WHEREAS, the Parties have further agreed to the substitution of the Board of Parks and Recreation Commissioners of Charles Town, West Virginia, as a beneficiary of the Trust in the place and stead of Jefferson County Memorial Park Corporation, Inc.; and

WHEREAS, the Parties have further agreed that the Beneficiaries of the Trust shall now be known as Citizens Fire Company, Inc., Independent Fire Company No. 1, Inc., and the Board of Parks and Recreation Commissioners of Charles Town, West Virginia; and

WHEREAS, the Trustee of the Trust, as the term "Trustee" is defined by W. Va. Code § 44D-1-103(x), is Potomac Bank; and

WHEREAS, the assets of the Trust are now being held in trust by the Trustee for the benefit of the Beneficiaries; and

WHEREAS, pursuant to W. Va. Code § 44D-1-103(k), the term "Interested Persons" is defined to include "heirs, devisees, children, spouses, creditors, beneficiaries and any others having a property right in or claim against a trust or the property in a trust. It also includes persons having priority for appointment as personal representative and other fiduciaries representing interested persons. The meaning as it relates to particular persons may vary from time to time and must be determined according to the particular purposes of, and matter involved in, any proceeding"; and

WHEREAS, pursuant to W. Va. Code § 44D-1-111(a), the term "Interested Persons" means the persons "whose consent would be required in order to achieve a binding settlement were the settlement to be approved by the court"; and

WHEREAS, pursuant to W. Va. Code § 44D-1-111, interested persons may enter into a binding nonjudicial settlement agreement with respect to matters involving a trust, provided that the matters agreed to do not violate a material purpose of the trust and include terms and conditions that could be properly approved by a court; and

WHEREAS, W. Va. Code § 44D-1-111(b) authorizes the modification or termination of a trust and any other matter concerning the administration of a trust by a nonjudicial settlement agreement, including all those matters that are included in this Agreement; and

WHEREAS, the minds of the Beneficiaries and the Trustee have met concerning the administration of the Trust; and

WHEREAS, the Beneficiaries and the Trustee agree that the Trust is

now a "charitable trust" as defined by W. Va. Code §§ 44D-1-103(d) and 44D-4-405 for the "relief of poverty, the advancement of education or religion, the promotion of health, governmental or municipal purposes or other purposes the achievement of which is beneficial to the Community", and should also qualify as a tax-exempt entity under the Internal Revenue Code; and

WHEREAS, to ensure that the Trust qualifies as a tax exempt entity under the Internal Revenue Code, the Parties wish, *inter alia*, to amend the Trust Agreement to include certain provisions regarding the purpose and dissolution of the Trust; and

WHEREAS, the Parties wish to enter into this Agreement, which is a binding nonjudicial settlement agreement, by which they modify the Trust Agreement to ensure that it incorporates the agreements between the parties concerning the administration of the Trust, and to include all provisions necessary for the Trust to qualify as and be administered as a tax-exempt entity.

NOW THEREFORE WITNESSETH: That for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. INTENTS AND PURPOSES

A. The Recitals set forth above are incorporated herein by reference.

B. The intent of this Agreement is to establish a valid and binding nonjudicial settlement agreement in compliance with W. Va. Code § 44D-1-111.

C. The purpose of this nonjudicial settlement agreement is to define the relationship between the Parties for the administration of the Trust prospectively in a manner consistent with the material purposes of the Trust, and in compliance with all applicable federal and state statutes.

D. The Parties hereby agree to interpret and modify the Trust Agreement as set forth in the original trust agreement, the amendments thereto, and this nonjudicial settlement agreement.

E. The Parties, pursuant to the West Virginia Uniform Trust Code §44D-1-101, et seq., hereby declare that the situs, principal office, location, and legal jurisdiction of the Trust is Jefferson County, West Virginia.

II. PARTIES TO AGREEMENT

For purposes of this Agreement, the "Interested Persons," as that term is used by W. Va. Code § 44D-1-111, include only the Beneficiaries

and the Trustee.

III. MODIFICATION AND/OR AMENDMENT OF TRUST AGREEMENT

A. The Trust Agreement is hereby modified by amending and restating the residuary trust disposition set forth in clause "(d)" of the "IN TRUST" paragraph to read as follows:

... and d) the remainder of said trust estate shall remain in trust at Potomac Bank, Trustee aforesaid, and the income of said trust fund shall be paid annually in equal one-third portions to Citizens Fire Company, Inc., Independent Fire Company No. 1, Inc., and the Board of Parks and Recreation Commissioners of Charles Town, West Virginia, all located at Charles Town, West Virginia. Said designations of income being intended as perpetual trusts; however, in the event that any of the said designated beneficiaries shall go out of existence or cease to function as a charitable organization, then the payments to it shall be discontinued and the amounts thereof added to the shares of the remaining charitable beneficiaries; or in the case of failure of all three to function as charitable organizations, to terminate the trust and transfer the residue thereof as hereinafter provided and as required by law.

B. The Trust Agreement is hereby modified by the addition of the following provisions:

1. Trustee and any successors shall have all powers granted to trustees under West Virginia Uniform Trust Code, W. Va. Code § 44D-8-801, et seq., and the West Virginia Powers of Fiduciaries Statute, W. Va. Code § 44-5A-3, as presently existing, which are incorporated herein by reference, and under any other common law and statutory powers applicable to fiduciaries. If any of the statutory powers are in conflict with a specific provision or a material purpose of this Trust Agreement, the terms of this Trust Agreement shall control.

2. The Trustee shall be entitled to receive compensation for its services hereunder in accordance with its schedule of fees attached to this Agreement as Exhibit B, as the same may be amended from time to time, and shall also be reimbursed for all reasonable expenses incurred in the administration of the Trust.

3. The W. Baker Hall Trust shall be administered as follows:

a. The Trust has been established for exempt purposes and shall be administered on a nonprofit basis pursuant to the laws of the State of West Virginia, and pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1986, or any future corresponding provision (the "Code").

b. The Trust shall thereafter operate in compliance with all of the laws of the State of West Virginia for non-profit organizations and shall comply with all of the provisions and requirements of Section 501(c)(3) of the Code, if applicable.

c. The existence of the Trust is to be perpetual.

d. No part of the net earnings of the Trust shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons, except that the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article.

e. No part of the activities of the Trust shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Trust shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

f. Notwithstanding any other provision of this instrument the Trust shall not carry on any other activities not permitted to be carried on (a) by a trust exempt from Federal income tax under Section 501(c)(3) of the Code or (b) by a trust, contributions to which are deductible under Section l 70(c)(2) of the Code.

g. The Trust shall not engage in any transaction prohibited by Section 501(c)(3) of the Code.

h. The Trust shall not apply accumulation of income in any manner, which may subject it to denial of exemption as provided in Section 504 of the Code.

i. In the event of the dissolution of the Trust, the Trustee shall, after paying or making provision for the payment of all of the liabilities of the Trust, dispose of all of the assets of the Trust to the respective Beneficiaries exclusively for purposes consistent with the material purposes of the Trust; or, if any such Beneficiary does not exist, then to remaining Beneficiaries; or, if none of the Beneficiaries then exist, in such manner, to such organization or organizations organized and operated exclusively consistent with the material purposes of the Trust as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, within the State of West Virginia, as the Trustee shall determine. Any such assets not so disposed of by the Trustee shall be disposed of by the Circuit Court of Jefferson County, West Virginia, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

j. The Trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, from retaining any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code which would subject the Trust to tax under Section 4943 of the Internal Revenue Code, from making any investments which would subject the Trust to tax under Section 4944 of the Internal Revenue Code, and from making any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code. The Trustee

shall make distributions at such time and in such a manner as not to subject the Trust to tax under Section 4942 of the Internal Revenue Code.

IV. REPRESENTATIONS, ACKNOWLEDGMENTS AND MISCELLANEOUS

A. Each Party warrants and represents that no promise or inducement has been made except as set forth in this Agreement; that this Agreement is executed without reliance upon any statement or representation, outside this Agreement, by the other Party to this Agreement or any of its representatives or attorneys; and that each Party does hereby represent and warrant that it knows of no other party presently interested in the Trust who is not a party to this Agreement.

B. In executing this Nonjudicial Settlement Agreement, the parties rely wholly upon their own judgment, belief and knowledge of the nature, extent and effect of the matters herein.

C. The Parties acknowledge and agree that the matters agreed to herein do not violate the provisions of the West Virginia Uniform Trust Code and include terms and conditions that they have agreed upon.

D. Each Party hereby represents that the execution of this Nonjudicial Settlement Agreement by it was not induced by any improper conduct of the other Party.

E. Each Party hereby represents that it has reviewed all of the information about the Trust which it desires; each has received all of the information regarding the Trust which it has requested; and each has all of the information that it needs to protect its interests in the Trust and does not wish to seek further information.

F. Each Party hereby acknowledges that it is fully aware of its rights with respect to the Trust and is fully aware of all material facts regarding the matters agreed to herein.

G. Each Party who has executed this Nonjudicial Settlement Agreement hereby represents it has the capacity to enter into and execute this Agreement. Each Party who has executed this Agreement hereby acknowledges that the terms and conditions of this Agreement will be binding not only upon it but also upon all those Beneficiaries who are represented herein pursuant to West Virginia Code §§ 44D-3-301, et seq. Furthermore, each Party who has executed this Agreement in a representative capacity hereby represents that for purposes of this Nonjudicial Settlement Agreement, no conflict of interest exists between that Party and the beneficiaries it represents by way of West Virginia Code §§ 44D-3-301, et seq.

H. Each Party who has executed this Agreement acknowledges that this Nonjudicial Settlement Agreement was prepared by John K. Dorsey, Attorney at Law (hereinafter "Dorsey"), and that each party has had an opportunity to consult with independent counsel to protect their respective interests.

I. No amendment, modification, supplement, termination, consent or waiver of any provision of this Nonjudicial Settlement Agreement, nor consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and shall be signed by the Party against whom enforcement of the same is sought. Any waiver of any provision of this Nonjudicial Settlement Agreement and any consent to any departure from the terms of any provision of this Nonjudicial Settlement Agreement shall be effective only in the specific instance and for the specific purpose for which given.

J. This Nonjudicial Settlement Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart.

K. For purposes of executing this Nonjudicial Settlement Agreement, a document signed originally or digitally and transmitted by facsimile machine or email is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature or an original document.

L. This Nonjudicial Settlement Agreement constitutes the entire agreement among the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the Parties, whether oral or written.

M. The Parties hereto agree to execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Nonjudicial Settlement Agreement.

N. This Nonjudicial Settlement Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of West Virginia applicable to contracts made and to be performed wholly within West Virginia, without regard to choice or conflict of laws rules.

O. In the event that any one or more of the provisions of this Nonjudicial Settlement Agreement shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

P. This agreement shall be deemed to be a binding nonjudicial settlement agreement as defined in West Virginia Code §44D-1-111.

Q. All provisions of this Nonjudicial Settlement Agreement are binding upon, inure to the benefit of and are enforceable by or against the Parties and their respective heirs, executors, administrators or

other legal representatives and permitted successors and assigns.

EACH PARTY HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT IN ITS ENTIRETY, AND THAT IT HAS BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL. EACH PARTY ALSO HEREBY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND, TO THE EXTENT IT DEEMS APPROPRIATE, HAS CONSULTED WITH SUCH LEGAL COUNSEL AND SUCH OTHER ADVISORS AS IT DEEMS APPROPRIATE IN CONNECTION WITH ITS INTERESTS IN THE TRUST AND THE EFFECT OF THE EXECUTION OF THIS AGREEMENT; AND THAT IT HAS SIGNED THE SAME AS ITS OWN FREE ACT.

IN WITNESS WHEREOF, the Parties have executed this Nonjudicial Settlement Agreement regarding the Trust effective as of the day and year first above written.

TRUSTEE:

POTOMAC BANK, a West Virginia Banking Corporation, as Trustee of the W. Baker Hall Trust under Agreement dated September 5, 1972, as amended

By:_____
Executive Vice President

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, To-wit:

This record was acknowledged before me on September ____, 2026, by LESLIE D. CRABILL, as Executive Vice President of POTOMAC BANK, a West Virginia banking corporation, as Trustee of the W. Baker Hall Trust under Agreement dated September 5, 1972, as amended.

(AFFIX NOTARIAL SEAL)

_____
NOTARY PUBLIC

My commission expires:_____.

BENEFICIARY:

CITIZENS FIRE COMPANY, INC., a West Virginia Corporation

By:_____
President

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, To-wit:

This record was acknowledged before me on September ____, 2026, by RONALD FLETCHER, as President of CITIZENS FIRE COMPANY, INC., a West Virginia corporation.

(AFFIX NOTARIAL SEAL)

_____
NOTARY PUBLIC

My commission expires:_____.

BENEFICIARY:

INDEPENDENT FIRE COMPANY NO. 1, INC., a West Virginia Corporation

By:_____
President

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, To-wit:

This record was acknowledged before me on September ____, 2026, by PAUL D. SILVEOUS, JR., as President of INDEPENDENT FIRE COMPANY NO. 1, INC., a West Virginia corporation.

(AFFIX NOTARIAL SEAL)

_____
NOTARY PUBLIC

My commission expires:_____.

BENEFICIARY:

JEFFERSON MEMORIAL PARK CORPORATION, INC., a West Virginia Corporation

By:_____
President

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, To-wit:

This record was acknowledged before me on September ____, 2026, by DONALD CHRISTOPHER OTT, also known as Chris Ott, as President of JEFFERSON COUNTY MEMORIAL PARK CORPORATION, INC., a West Virginia Corporation.

(AFFIX NOTARIAL SEAL)

_____
NOTARY PUBLIC

My commission expires:_____.

BENEFICIARY:

BOARD OF PARKS AND RECREATION COMMISSIONERS OF CHARLES TOWN, WEST VIRGINIA, a public corporation established by the City of Charles Town, a West Virginia municipal corporation

By:_____
President

STATE OF WEST VIRGINIA,

COUNTY OF JEFFERSON, To-wit:

This record was acknowledged before me on September ____, 2026, by ALDEN ROTH, as President of BOARD OF PARKS AND RECREATION COMMISSIONERS OF CHARLES TOWN, WEST VIRGINIA, a public corporation established by the City of Charles Town, a West Virginia municipal corporation.

(AFFIX NOTARIAL SEAL)

_____
NOTARY PUBLIC

My commission expires:_____.

THIS DOCUMENT WAS PREPARED BY:
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Schedule of Exhibits

Exhibit "A"	W. Baker Hall Trust Under Agreement Dated September 5, 1972
Exhibit "B"	Potomac Bank Personal Trust Schedule of Fees Applicable to the W. Baker Hall Trust

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

Meeting: 10/08/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2003: Park Updates

Opportunity for staff and board members to discuss miscellaneous updates across the Charles Town park system.

ATTACHMENTS:

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

Meeting: 10/08/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2005: Parks Manager Position Vacancy

Discuss desired qualities in the new Parks Manager.

ATTACHMENTS: