CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • NOVEMBER 12, 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

: **2026-2160:** Parks and Recreation Commission Meeting Minutes - September 10, 2026
September_2026_Meeting_Minutes.pdf

: **2026-2161:** Parks and Recreation Commission Meeting Minutes - October 8, 2026
Parks and Rec Report October 2026.pdf

3. UNFINISHED BUSINESS

: **2026-2162:** Charles Town Public Pool Splash Pad Update

: **2026-2163:** Evitts Run Garden Ownership Transfer
EvittsRunGarden-InvoiceHistory.pdf

: **2026-2164:** CLEAN Parks Initiative
2026 SGA_Charles Town_Green Infra MP Contract_FINAL.pdf
Attachment A - Contractor Scope_SGA revised.pdf
VENDOR 2 - SGA-CLEAN PARK PROPOSAL-FINAL.pdf

: **2026-2165:** JMP Baker Hall Trust
Baker Hall Trust and Board of Park and Recreation.pdf

: **2026-2166:** Parks Manager Position Vacancy

: **2026-2167:** Parks Master Plan
Master_Parks_RFP_2023.pdf

: **2026-2168:** Charles Town Parks and Recreation Maintenance Plan
CTown_P_R_Maintenance_Plan_-_Content_Guide_-_Draft_-_Apr_2026.pdf

4. NEW BUSINESS

: **2026-2169:** Parks Update

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: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2160: Parks and Recreation Commission Meeting Minutes - September 10, 2026

ATTACHMENTS:

- September_2026_Meeting_Minutes.pdf

City of Charles Town

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 August 13, 2026 regular meeting and the August 20, 2026 special meeting.

Motioned: A. Roth, hearing no objection approved- *Unanimous*

III. UNFINISHED BUSINESS

2026-1893 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.

2026-1894 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.

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

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

Unanimous

2026-1895 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.

2026-1896 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.

2026-1896 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

2026-1898 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

2026-1899 Native Plants at Pickleball Courts

A diagram from Tree Board president Aaron Amore was included for the Commission's consideration around the new pickleball court at Jefferson Memorial Park. First Energy might have a grant to support

Motion: to forward to Charles Town Tree Board for consideration and to seek grant funding.

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

Unanimous

2026-1900 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.

2026-1901 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

2026-1902 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

2026-1903 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.

> 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*

2026-1904 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.*

2026-1905 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*

2026-1906 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.

2026-1907: Park Updates

None.

VI. ADJOURNMENT: 8:04 PM

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

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

Meeting: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2161: Parks and Recreation Commission Meeting Minutes - October 8, 2026

ATTACHMENTS:
- Parks and Rec Report October 2026.pdf

City of Charles Town

Parks and Recreation Commission Report
October 2026

October 8, 2026 / 6:05 PM / City Hall

I. CALL TO ORDER:

Persons Present:
Commissioners Present: Alden Roth, Elizabeth Ricketts, Nick Zaglifa, Trudy Roth, Kevin Derr, Thomas Mitchell (newly appointed member)

Staff: Steven Galleher (designated as Parks Director by vote of the City Council on September 21, 2026), Alissa Meeks (virtual)

Guest: John Dorsey (Baker Hall Trust)

II. APPROVAL OF MINUTES:

Meeting Minutes - September 10, 2026 - needed edits - hold for approval until next meeting

III. UNFINISHED BUSINESS

2026-1994: Charles Town Public Pool Splash Pad Update

Mr. Galleher updated the Commissioners that the rock has been removed and that the splash pad equipment vault delivery is being delayed until October 20th. Bi-weekly progress meetings are occurring between staff and contractors. Completion date remains weather-dependent.

No Action.

2026-1995: Pool Operations Discussion

Staff updated the Commissioners about the HVAC situation in the concessions room of the Pool House. Staff had a meeting with the original HVAC vendor. Staff recommendation was to move forward with a dehumidifier and larger industrial fans for the concession area but not to install a minisplit or update the HVAC.

The Commissioners were reminded of the October 17th tree planting by the Tree Board in the area around the drainage of the pool.

Commissioners voted to use one of the metal sign holders to indicate to the public that the poolhouse bathroom is open year-round for public use and to display near the former site of the large portable toilet.

Motion: *Motion to authorize Operations Director to put signage at JMP to direct people to the open poolhouse bathroom.*
Motion: K. Derr; **2nd:** T. Roth
Unanimous

2026-1996: CLEAN Parks Initiative

Commissioners Ricketts and Roth who serve on the CLEAN Parks Committee discussed that six proposals were reviewed, three were short-listed, and that the selection committee will be working to finalize an agreement with the top firm.

No Action.

2026-1997: CLEAN Parks RFP Optional Scope Funding

Commissioners discussed the CLEAN Parks optional recreation planning scope

Motion: *To direct to proceed without additional optional scope funding*
Motion: K. Derr; **2nd:** T. Roth
Unanimous

2026-1998: Additional Lighting at Pickleball and Basketball Court

Item remained tabled.

2026-1999: Tree Maintenance RFP Discussion

At least one of the trees authorized for removal has been taken down. Staff did not have an update at this time on the other trees or overall cost.

No Action.

2026-2000: Recommended Parkland Language for Citywide Zoning Rewrite

The Commissioners discussed their recommendations for the re-write of the City SLDO regarding parks, parkland dedication, and fee in lieu of requirements. Commissioner Ricketts will bring the recommendations to James Newman (staff) and Micheal Baker (the consultant for the re-write).

Motion to Untable **Motion:** E. Ricketts; **2nd:** K. Derr ***unanimous***

Motion: *To approve draft and edits discussed for proposal to the zoning/SLDO re-write committee.*

Motion: K. Derr; **2nd:** N. Zaglifa

unanimous

2026-2004: Parks Master Plan

The Commissioners discussed the RFP and efforts for the Parks Master Plan.

No Action.

IV. NEW BUSINESS

2026-2001: Evitts Run Garden Ownership Transfer

Susan Gay from the Shenandoah Garden Club shared with the Commissioners the history of the garden club's work at Evitts Run Park since 2014. The club has since disbanded and this leaves a void in the care and maintenance of the garden. Ms. Gay has been paying R&L Landscaping Co directly for mulch, up to 3 staff, weeding, cutting, and edging at a cost around $2,000 per year. The Commissioners discussed needing a budget update before proceeding but could consider a "Do Not Exceed" amount for R&L Landscaping or incorporating the garden into other maintenance contracts.

Motion: to table item **Motion:** E. Ricketts; **2nd:** K. Derr u***nanimous***

2026-2002: JMP Baker Hall Trust Document Review

Mr. John Dorsey attended to discuss the trust modification and the non-judicial settlement agreement. W. Baker Hall had established a trust in 1972 to benefit family, Citizens Fire Company, Independent Fire Company, and Jefferson County Memorial Park. The Jefferson Memorial Park Corporation, Inc. is being liquidated. This will result in an unknown sum of funding being designated for the City of Charles Town Parks and Recreation on an annual basis.

Motion: *To authorize Commission President Alden Roth to sign the non-judicial settlement agreement for the Baker Hall Trust*

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

Unanimous

2026-2003: Park Updates

The Committee discussed various issues and updates regarding the City parks. This included that the bridge at Happy Retreat was dedicated in honor of Mr. Chet Hines; lights on timer at JMP tennis courts need to be adjusted (did not turn on as scheduled); the City Council decided that the Skate Park is no longer an option for the future Maintenance Yard and will remain park land.

No Action

2026-2005: Parks Manager Position Vacancy

Mr. Galleher as the current Parks Director gave an update to the Commissioners that over 15 applications have been received for the Parks Manager position.

No Action.

V. ADJOURNMENT: 08:56 PM

VI. NEXT MEETING: Thursday, November 12th 6PM at City Hall.

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

Meeting: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2162: Charles Town Public Pool Splash Pad Update

Staff will give an update to the commission.

ATTACHMENTS:

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

Meeting: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2163: Evitts Run Garden Ownership Transfer

This agenda item was Tabled at the October meeting.

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.

Website: www.R-LLandscapes.com

Sales Tax (6.0%)	$0.00
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: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2164: CLEAN Parks Initiative

Chairman Roth to provide update to the Board.

ATTACHMENTS:

- 2026 SGA_Charles Town_Green Infra MP Contract_FINAL.pdf
- Attachment A - Contractor Scope_SGA revised.pdf
- VENDOR 2 - SGA-CLEAN PARK PROPOSAL-FINAL.pdf

Stromberg/Garrigan & Associates, Inc.

145 Greenwood Avenue
Suite 300
Wyncote, PA 19095
Tele: 215.357.1541

CONSULTING SERVICES AGREEMENT
(Short-Form)

DATE: October 30, 2026

CLIENT:
City of Charles Town
101 E. Washington Street
Charles Town, WV 25414

PROJECT NAME: Charles Town **L**eads **E**nvironmental **A**ction in **N**eighborhood **Parks (CLEAN Parks)**

PROJECT LOCATION: Evitts Run/Creekside Parks, Charles Town, WV

CLIENT REPRESENTATIVE: Alissa J. Meeks, Assistant City Manager

SCOPE OF SERVICES: See attached Scope(s) of Services (Attachment A)

SCHEDULE: Commence upon execution; per project Timeline (See Exhibit B in Scope of Work – Attachment A)

COMPENSATION:

Billings for services will be based either upon:

X Firm fixed price of **$274,500.00** – Billed Monthly Based on Project Percent Complete Payment Schedule in Exhibit B)

OR

☐ Cost reimbursement, computed as follows:

For personnel billings, payroll cost multiplied by a factor of [ ] to cover overhead and profit. Payroll cost is defined as direct salary paid to employees, plus an allowance to cover payroll-related costs such as Social Security, Workers' Compensation, Unemployment Compensation Insurance, health insurance, holidays, vacations, and sick leave; **OR**

☐ Cost reimbursement, in accordance with attached Schedule of hourly rates dated _____.

Direct expenses will be billed at cost.

Estimated billings for scope of services are _____. This estimate is provided for budget purposes only; actual billings may be more or less than the estimate. Billings will not exceed _____ without additional authorization from Client.

CLIENT RESPONSIBILITIES:

Client will provide the following, and bear the costs therefor:

a. Name a person to act as Client's representative with respect to the services to be provided under this Agreement. Such person should have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to Stromberg/Garrigan & Associates, Inc.'s services.

b. Assist Stromberg/Garrigan & Associates, Inc.by furnishing and placing at our disposal all available information pertinent to the Project; all of which Stromberg/Garrigan & Associates, Inc. may rely upon in performing its services.

c. Arrange/undertake all items identified as defined as "City" responsibilities in Scope of Work – Attachment A.

STANDARD TERMS AND CONDITIONS:

This agreement is subject to the Standard Terms and Conditions attached as Pages ST-1 and ST-2.

SPECIAL TERMS AND CONDITIONS:

Stromberg/Garrigan & Associates will provide required documentation in compliance with Thriving Communities grant program from the U.S. Environmental Protection Agency (EPA) Region 3 and the Green & Healthy Homes Initiative (GHHI).

ACCEPTANCE/AUTHORIZATION TO PROCEED

The terms and conditions of this agreement are accepted by the Client and Stromberg/Garrigan & Associates, Inc. authorized to proceed with the work as described.

By: Alissa Meeks
Authorized Representative

Printed Name: Alissa J. Meeks

Title: City Manager, Interim

Date: 11/2/26

STROMBERG/GARRIGAN & ASSOCIATES, INC.

Printed Name: Sean Garrigan

Title: Principal

Date: October 30, 2026

(This agreement may be withdrawn by Stromberg/Garrigan & Associates, Inc. if not accepted within 30 days.)

STANDARD TERMS AND CONDITIONS

This schedule describes Stromberg/Garrigan & Associates, Inc.'s Standard Terms and Conditions for professional services. Proposal cost estimates are valid for 30 days from the date of the proposal unless an alternate period is specified therein. Acceptance of a proposal by the Client constitutes a valid and binding contract subject to the following terms and conditions.

1. AGREEMENT DOCUMENTS

This Agreement, including the written proposal and any attachments thereto, is the complete agreement between the Client and Stromberg/Garrigan & Associates, Inc. No other document shall be part of this Agreement unless specifically agreed to by the Client and Stromberg/Garrigan & Associates, Inc. in writing. The Scope of Services and Compensation of this agreement may be amended, per Section 13 of these Standard Terms and Conditions.

2. STANDARD OF CARE

All services will be provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances and in accordance with applicable standards in effect at the time services are provided. All estimates, recommendations, opinions, and decisions of Stromberg/Garrigan & Associates, Inc. will be made upon the basis of the information available to Stromberg/Garrigan & Associates, Inc. and Stromberg/Garrigan & Associates, Inc.'s experience, technical qualifications, and professional judgment. SGA shall perform through appropriately qualified and licensed personnel, comply with applicable law and the incorporated scope and grant requirements, and meet the agreed milestones. SGA shall promptly correct, without additional compensation, services or deliverables that fail to satisfy this Agreement, including errors or omissions attributable to SGA. City review, payment, or acceptance does not waive latent defects or relieve SGA of responsibility. OTHER THAN AS EXPRESSLY AGREED, STROMBERG/GARRIGAN & ASSOCIATES, INC. PROVIDES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OR GUARANTEES REGARDING THE OUTCOME OF ITS SERVICES.

3. CLIENT RESPONSIBILITIES

By virtue of entering into this Agreement and providing the described services, Stromberg/Garrigan & Associates, Inc. does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Moreover, the Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

4. PAYMENT TERMS

The $274,500 fixed price includes all labor, overhead, profit, subconsultant charges, travel, and reimbursable expenses required for the agreed scope. SGA shall submit itemized monthly invoices documenting earned milestone progress. Undisputed amounts are payable within thirty days after receipt of a proper invoice. The City may withhold reasonably disputed amounts upon notice. Payment or failure to dispute an invoice within a specified period does not waive audit, correction, or recovery rights. The Client further agrees to pay interest of 1.5% per month (compounded) from the date of invoice on the undisputed unpaid balance until the invoice is paid in full. If Stromberg/Garrigan & Associates, Inc. retains a collection agency or attorney to collect receivables due more than 30 days, the Client agrees to pay the fees imposed by such collection agency or attorney, as well any other costs of collection.

5. INDEMNIFICATION

Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

6. ALLOCATION OF RISK

The Client hereby agrees, to the fullest extent permitted by law, that the allocation of risk for Stromberg/Garrigan & Associates, Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to Stromberg/Garrigan & Associates, Inc.'s services under this Agreement, including, but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount paid pursuant to this Agreement.

7. INSURANCE

During the entire service period covered by this Agreement, Stromberg/Garrigan & Associates, Inc. will procure and maintain the following insurance coverages:

(A) Workers' Compensation and Employers Liability Coverage - Statutory Limits (subconsultants only, as applicable)

(B) Commercial General Liability including Contractual Liability - $1,000,000 Combined Single Limit.

(C) Commercial Automobile Liability - $1,000,000 Combined Single Limit/$2,000,000 General Aggregate Limit.

(D) Professional Liability Insurance - $1,000,000 per Occurrence/$1,000,000 Aggregate

8. CLIENT PARTICIPATION

The Client's personnel directly or indirectly involved in this Agreement shall participate as the Client's employees. Stromberg/Garrigan & Associates, Inc. assumes no liability for claims related to injury to such employees.

9. ACCESS

The Client shall arrange for access to and make all provisions for Stromberg/Garrigan & Associates, Inc.to enter upon public and private property as required for Stromberg/Garrigan & Associates, Inc.to perform its services.

10. UNKNOWN CONDITIONS, DELAY AND EXTRA WORK CHARGES

The measures for providing the services described in this Agreement were developed to accommodate existing conditions of the project area and constitute the best assessment by Stromberg/Garrigan & Associates, Inc. of the means to perform the services. Should Stromberg/Garrigan & Associates, Inc. determine that, due to conditions unknown by Stromberg/Garrigan & Associates, Inc. on the date of scheduled services, the measures for preparation and for providing the services described in this Agreement will not fulfill the requirements of the assignment, Stromberg/Garrigan & Associates, Inc. will notify the Client. Such notification will include a description of the conditions, a recommendation as to the measures to accommodate such conditions, and a cost estimate, if applicable. Should the Client decide not to carry out such recommended measures, this Agreement will be subject to revision or, if appropriate, termination upon payment of services rendered to date. No additional compensation, scope change, or extension is authorized without a written change

order executed by an authorized City official following required approvals. SGA shall provide advance notice, supporting costs, and proposed schedule effects and shall continue unaffected work. Correcting SGA's deficient performance is not an additional service. Routine project direction does not authorize changes in price or scope.

11. RE-USE OF DOCUMENTS

SGA assigns to the City all rights in project-specific deliverables created under this Agreement, subject to required federal rights. SGA retains preexisting materials specifically identified in writing, but grants the City a perpetual, irrevocable, royalty-free, transferable and sublicensable license to use, reproduce, disclose, modify, and permit others to use those materials as incorporated in the deliverables for City purposes. SGA shall obtain necessary subconsultant rights and deliver editable native files, supporting data, and final documents. SGA is not responsible for defects caused solely by unauthorized modifications or use outside the deliverables' intended purpose, but remains responsible for its original work. No City indemnity applies.

12. MISCELLANEOUS

All Stromberg/Garrigan & Associates, Inc.'s services under this Agreement are intended solely for the Client's benefit. Nothing contained herein shall confer any rights upon or create any duties on the part of Stromberg/Garrigan & Associates, Inc. toward any person or persons not a party to this Agreement, including, but not limited to, the Client's contractors, subcontractors, suppliers, agents, insurers, or sureties. Stromberg/Garrigan & Associates, Inc.is not responsible for the safety of any party at the worksite who is not under Stromberg/Garrigan & Associates, Inc.'s direct control.

13. ADDITIONAL SERVICES

Appropriate and reasonable additional services (not already stipulated in this Agreement) will be provided if authorized by the Client and agreed to by Stromberg/Garrigan & Associates, Inc. Such additional services will be provided for additional compensation agreed to at the time the services are authorized. Stromberg/Garrigan & Associates, Inc. will, at mutually agreed upon rates, provide assistance to and on behalf of the Client, in the form of technical information, analysis, and expert witnesses in claims and/or litigation in connection with this Agreement, including any claims or litigation brought by the Client against third parties or brought against the Client by third parties. No additional compensation, scope change, or extension is authorized without a written change order executed by an authorized City official following required approvals. SGA shall provide advance notice, supporting costs, and proposed schedule effects and shall continue unaffected work. Correcting SGA's deficient performance is not an additional service. Routine project direction does not authorize changes in price or scope.

14. PROPERTY RIGHTS

Nothing herein precludes development and marketing by Stromberg/Garrigan & Associates, Inc. of any competitive system, program, data processing materials, or other Intellectual Property, irrespective of whether same are similar or related to that developed or incorporated for the Client pursuant to this Agreement. The Client is granted a personal, nonexclusive, nontransferable license to use the software, data, and related materials based on the terms and conditions of this Agreement.

15. DISPUTES

Any claim, controversy, or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, shall, upon the request of either party, be submitted to the senior officers of each party responsible for this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute.

16. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice, by mutual consent or in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. The Client may terminate this Agreement for its convenience, in whole or in part, by thirty (30) days written notice to Stromberg/Garrigan & Associates, Inc. specifying the extent to which performance of services is terminated and the date upon which such termination becomes effective.

17. COMPENSATION UPON TERMINATION

In the event of termination by the Client, Stromberg/Garrigan & Associates, Inc. shall be paid for services incurred and unbilled to the point of notice of termination, including direct project expenses, labor, revenues, and profit. In the event of any such termination, Stromberg/Garrigan & Associates, Inc. shall also be paid for all reasonable termination expenses. "Termination expenses" means expenses attributable to termination, including termination settlement costs incurred by Stromberg/Garrigan & Associates, Inc. relating to commitments that had become firm prior to termination.

18. GOVERNING LAW

Unless specified otherwise in Client orders, this Agreement shall be governed by the laws of the State of West Virginia, Jefferson County, excluding choice of law rules, which direction application of laws of another jurisdiction. If any term, condition, provision, or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

19. SURVIVAL

Any provision of this Agreement which expressly or implicitly contemplates performance, rights or obligations extending beyond termination or completion of the Agreement or Services shall survive such termination or completion and continue in effect.

*** * * End of Standard Terms and Conditions * * ***



Charles Town Leads Environmental Action in Neighborhood **Parks (CLEAN Parks)**

Scope of Work for Design Contractor

ATTACHMENT A

Parks & Rec Green Areas Plan for Evitts Run Parks

Create a plan identifying a framework for potential future recreation areas, developed for the purpose of ensuring that the placement of green infrastructure facilities is integrated into, and will not conflict with, potential future parks and recreational facilities that may be installed in the future. Anticipated elements include:

- A parks and recreation vision diagram covering the creekside parks identified in the Green Infrastructure Master Plan, with a focus on Perry Fields, the Charles Town Skate Park, and the Public Works Yard. This should include key areas of potential recreational programming and amenity planning (fields, courts, play areas, gathering and event space, restrooms, parking, ADA facilities).
- Diagrammatic site circulation planning, identifying key routes and connections necessary for future park function, including connection with the Augustine Trail multi-use path now under design and construction through this parks corridor.

DELIVERABLE: Parks & Rec Green Areas Plan and Circulation Diagrams for incorporation into the Green Infrastructure Master Plan package.

Green Infrastructure Master Plan

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.

Target properties are contiguous along the creek and are part of roughly 19.5 acres of creekside parkland:

- The **Charles Town Public Works Yard** (7.56 acres, including Parcels 19-03-0001-01380000 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);
- **Perry Fields** (5.39 acres, including Parcel 19-03-0001-0212-0000, Parcel 19-03-00040005-0000, and Parcel 19-03-0004-0014-0002).
- The **Boys & Girls Club** (0.68 acres, Parcel 19-03-0001-0139-0002);

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); Happy Retreat Park (12.02 acres, Parcels 19-03-00050006-0001 and 19-03-0005-0006-0000); and Evitts Run Park (2.52 acres including Parcel 19-03-0001-0122-0000, Parcel 19-030001-0123-0000, 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 these park properties are already substantially developed, and require less park design and less Green Infrastructure planning under this procurement. 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. Please see Exhibit A: Meeting and Engagement Matrix for full list of budgeted meetings.

DELIVERABLE: Green Infrastructure Master Plan package, identifying potential opportunities for implementation of green stormwater infrastructure on the target properties.

- Master plan will include a schematic corridor plan identifying green infrastructure target areas.
- Enlargements for each target area provided to articulate the potential limits and configuration of the green infrastructure elements.

B. **Cooperation with Community Engagement:** Other community engagement contractors will lead engagement in the neighborhoods and with local stakeholder organizations. The Consultant will provide support materials and in-person attendance at up totwo (2) of the planned community-based workshops conducted in partnership with key neighborhood and community organizations, community preference and input sessions, 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 Consultant will be prepared to present the draft green infrastructure master plan at one of these community workshops. When requested, previously produced meeting materials will be optimized for placement on the city's web site and partner web sites by associated organizations, to show draft and final product to the community. Please see Exhibit A: Meeting and Engagement Matrix for full list of budgeted meetings.

DELIVERABLES: Attendance and preparation of materials for up to two (2) workshops organized by the city and its community engagement contractor.

C. **Shovel-Ready Design Packages.** Once the master plan is finalized, the consultant will recommend specific stormwater facilities or BMPs to be taken to full design, engineering, cost estimation, and construction bid documentation. The City will be expected to review and approve the consultant's recommendation prior to advancement of the selected green infrastructure facilities to shovel-ready design package preparation. 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

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. Please see Exhibit A: Meeting and Engagement Matrix for full list of budgeted meetings.

DELIVERABLES: Shovel-Ready Design Packages for the green infrastructure facilities identified for advancement toward implementation in the Green Infrastructure Master Plan. Design packages will include plans, specifications, and estimates suitable for use in future permitting and bid solicitation activities by the City.

D. **Coordination and Support:** Consultant shall coordinate the master plan and Green Infrastructure 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 two (2) community workshops. Consultant will also coordinate with the Charles Town Utility Board, whose wastewater collection systems traverse areas of these municipal parklands. Please see Exhibit A: Meeting and Engagement Matrix for full list of budgeted meetings.

Exhibit A: Meeting and Engagement Matrix

Scope Task	Meeting / Workshops	Participants / Purpose	Format / Trip	No.
D	Project kickoff	City staff, Board / Task Force representatives, consultant team; confirm work plan and coordination.	Virtual	1
D	Monthly client status check-ins	City project manager and core team; progress, schedule, and coordination.	Virtual	8
A, D	Site reconnaissance	City operations, parks, utilities, consultant team; review corridor conditions and parks / green infrastructure integration.	In-person / (Trip 1)	1
D	Technical data and utilities coordination	City staff, Utility Board, technical team; review available data and utility constraints. Separate meeting scheduled with the reconnaissance trip.	In-person / (Trip 1)	1
A, D	GI technical working session	City, Utility Board, water quality monitoring partners, technical stakeholders; coordinate master plan strategies. Separate session.	In-person (Trip 2)	1
B D	Opportunity-map / corridor review	Task Force or project committee; review green infrastructure opportunities and corridor planning findings.	In-person (Trip 2)	1
B	Community workshops	Two facilitator-led, full-day public workshops with consultant participation; community project discovery/input open house at the first workshop present the draft GI master plan at the second workshop. These are the same two workshops referenced in Sections B and D.	In-person (Trips 2 and 3); one each	2
A, B, D	Parks & Recreation Board / joint review virtual workshop	Board, City, consultant team; review the green infrastructure master plan as a framework for parks and recreation integration.	In-person (Trip 3)	1
C, D	Regulatory and agency coordination	City, consultant, designated agencies; identify permit / approval requirements and design implications. Permit acquisition is excluded.	Virtual	1
C, D	Green Infrastructure prioritization meeting	Task Force or project committee; evaluate Green Infrastructure facility options and prioritize for full design based on benefits, maintenance, budget, and community priorities.	Virtual	1
C, D	Project selection meeting	City, Board / Task Force representatives, consultant team; confirm priority facilities selected for full design.	Virtual	1
C, D	60 percent design review	City and consultant technical team; review selected facility designs, cost considerations, and permitting requirements.	In-person (Trip 4)	1
C, D	Draft 100 percent page-turn review	City and consultant technical team; review construction documents, bidding cost estimates, and permit / approval recommendations.	Virtual	1
Budgeted virtual meetings subtotal				**13**
Budgeted in-person meetings subtotal (in 4 planned travel trips)				**8**
Total separate meetings / workshops				**21**

ASSUMPTIONS

This Scope Assumes the following:

- The City will provide digital survey base files for the target properties identified in the Green Infrastructure Master Plan, including Perry Fields, Charles Town Public Works Yard, Charles Town Skate Park, and Boys and Girls Club sites.

- The City will provide available prior plans, native CAD/GIS files, models, calculations, environmental reports, utility information, parcel data, and monitoring data from prior studies.
- The City will provide the findings from the separate stormwater study performed by Greenway Engineering.
- The exact number and limits of green infrastructure BMPs advanced to 100 percent-level construction documents will be established after Task A and will be consistent with the allocated budget.
- Permit acquisition, agency application fees, property acquisition, easements, construction-phase services, and bidding administration are not included unless added in a scope addendum.
- Supplemental topographic or boundary survey will be performed on an as-needed basis, up to the constraints of the allocated budget.
- Subsurface utility locating, geotechnical investigation, infiltration testing, environmental characterization, ecological assessment, or specialized hydraulic modeling are not included in this scope of services.
- Prior environmental, infiltration, wetland, survey, and engineering information will be treated as reference information but may require confirmation during the permitting process not included under this scope of services.
- The City will provide consolidated review comments and timely direction at each decision milestone, based on the agreed-upon timeline.
- Substantial completion in April 2027 assumes timely authorization, access to source files, workshop scheduling, and City decisions.
- Anything not enumerated in this scope of services is not included unless added later.

PROJECT SCHEDULE AND FEE BREAKDOWN

The project is anticipated to be substantially complete by April 2027 based on the provided scope of services and associated assumptions. The estimated monthly progress milestones and associated fee with each task are detailed in Exhibit B.

Exhibit B – Anticipated Project Progress Payment Schedule

Anticipated Progress Complete and Billing Schedule								
Scope Task		**Monthly Projected Progress Schedule**						**Project Total**
		Nov-26	**Dec-26**	**Jan-27**	**Feb-27**	**Mar-27**	**Apr-27**	
Task A - Green Infrastructure Master Plan (plus Parks & Rec Green Areas Plan)	Projected % Complete	35%	55%	80%	100%	100%	100%	
	Projected Fee Owed	$ 39,200.00	$ 22,400.00	$ 28,000.00	$ 22,400.00	$ -	$ -	$ 112,000.00
Task B - Cooperation with Community Engagement	Projected % Complete	20%	40%	70%	100%	100%	100%	
	Projected Fee Owed	$ 7,200.00	$ 7,200.00	$ 10,800.00	$ 10,800.00	$ -	$ -	$ 36,000.00
Task C - Shovel-Ready Design Packages	Projected % Complete	0%	0%	0%	10%	60%	100%	
	Projected Fee Owed	$ -	$ -	$ -	$ 10,100.00	$ 50,500.00	$ 40,400.00	$ 101,000.00
Task D - Coordination and Support	Projected % Complete	17%	33%	50%	67%	83%	100%	
	Projected Fee Owed	$ 4,250.00	$ 4,250.00	$ 4,250.00	$ 4,250.00	$ 4,250.00	$ 4,250.00	$ 25,500.00
Total Projected Fee		**$50,650.00**	**$33,850.00**	**$43,050.00**	**$47,550.00**	**$54,750.00**	**$44,650.00**	**$ 274,500.00**

Proposal

Submitted to: Board of Parks and Recreation, City of Charles Town, WV

September 14th, 2026

CLEAN Parks: Evitts Run

Green Infrastructure Master Plan and Shovel-Ready Facility Designs



Submitted by

stromberg garrigan associates

In association with:

Alpha ARCHITECTS ENGINEERS

stromberg
garrigan
associates

145 Greenwood Avenue
Suite 300
Wyncote, PA 19095
Phone: (215) 357-1541

September 14, 2026

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

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

Dear Mr. Bailey:

Stromberg/Garrigan & Associates, Inc. (SGA), in association with Alpha Associates, Inc., is pleased to submit our technical proposal and qualifications to assist Charles Town for the undertaking of the above-referenced project.

The SGA Team brings to the City a depth and breadth of green infrastructure planning and design as well as extensive parks and public open space development expertise to meet the multi-disciplinary needs of this project. An experienced group of West Virginia-licensed landscape architects, engineers, and park design specialists will collaborate to craft effective green infrastructure solutions for Charles Town. With support from Alpha Associates, our team has extensive experience and knowledge of the areas of the city that are the focus of this project. Our Team can "hit the ground running" and develop innovative yet practical solutions that are implementable and will meet the aggressive timeline of the grant funding. Alpha Associates is a local firm with a strong Charles Town presence. Their work on the West End Trail projects overlaps with this project, and their survey data and ongoing engineering will be especially critical to creating "shovel-ready" project packages as the final deliverable of this effort.

The SGA Team has demonstrated expertise in:

- Eliciting public participation and building project support—a hallmark of our approach to green infrastructure and park and community planning;
- Planning and designing high-quality parks and public open spaces across the U.S. and in West Virginia. For our Team, the design of parks and recreation facilities is not just one of many disciplines of a large engineering services firm—it is the core of what we do;
- Providing landscape architectural design services that link green infrastructure with community parks, open spaces, recreation facilities, and ecological preserves that serve as park landscape assets and as critical infrastructure and ecosystem services;
- Planning, designing, and developing solutions with an emphasis on long-term maintenance and management sustainability. Our two decades plus experience working in this realm allows us to fully understand that green infrastructure solutions

are only as good as what can be realistically maintained long term;

- Protecting and interpreting ecologically, historically, and culturally significant sites, including sites of national and international importance;
- Examining problems from a large-scale perspective and evaluating facilities at system-wide level to make the most informed local decisions;
- Experience with EPA grant funding. SGA is part of four separate direct technical assistance contracts to EPA headquarters and provides local-community technical support on a variety of environmental topics, nationwide;
- Developing goals for effective public facilities and services while creating innovative solutions in a time of increased accountability to the tax-paying public; and
- Positioning public, parks, open spaces, and recreation facilities to meet the ever-changing needs of residents in the 21st Century.

We have carefully assembled a team which we believe will provide the City of Charles Town and your residents with the highest caliber professional services available within the required disciplines to meet all of the qualification requirements listed in the RFP. The project team is enthusiastically looking forward to the opportunity to collaborate on such an interesting and important project, for both the main scope (EPA funded) and the optional park planning component. We have full staff capacity available to meet the project schedule listed in the RFP and elaborated in more detail in the attached methodology and scope of work.

I, Timothy Stromberg, PLA, ALSA, will serve as the Principal-in-Charge and will be the primary point of contact for contracting purposes. Leading the daily management of the project as Project Manager will be Michael Stromberg, PE. Michael has worked on numerous projects in and near Charles Town, including the design of site improvements at Happy Retreat, the streetscape improvements as a part of historic rehabilitation of the Charles Washington Hall, and the design of Fairfax Boulevard. We look forward to working with the City on this project. If you have any questions, please contact me at 215.357.1541 or via email at tstromberg@s-ga.com.

Best Regards,



Timothy J. Stromberg, PLA, ASLA
Principal

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stromberg
garrigan
associates

Elevating communities and places through thoughtful design.



01

Qualifications/Project Portfolio



Firm Profile

Stromberg/Garrigan & Associates, Inc., is a landscape architecture and planning consulting firm focused on the design of parks, public spaces, recreation, resilience, and conservation projects. The firm is based in Jenkintown, PA, Norfolk, VA, with regional offices in Pittsburgh, PA and Norfolk, VA. The firm was founded in 2007.

The firm is comprised of landscape architects, architects, urban designers, and civil and geotechnical engineers who employ a comprehensive and multi-disciplinary approach to projects with the goal of providing the highest level of creativity in order to maximize a project's full community potential. Our planning and design approach encourages clients to identify all of their assets and we develop methods to best leverage those assets to achieve viable and tangible projects.

A primary focus of the firm's work is the planning, design, and construction of parks and recreational facilities, especially in urban contexts and of all scales and complexities. The firm primarily works for public sector clients including local governments, regional planning entities, and state and federal agencies. Developing high-quality and community impactful parks and public spaces is a foundation of our project work to ensure that our designs respond to current local needs, national trends and standards, and global environmental challenges and demands. The firm's work is noted for its ability to achieve outstanding results even within the most constrained contexts, through the use of creative and cutting-edge thinking and technology.

From the planning perspective, SGA has developed comprehensive parks, recreation, open space, greenway, and trail plans for numerous municipalities ranging in size from rural town, mid-size cities and counties. The firm and its staff are fluent in the most current standards including those advocated by the National Recreation and Parks Association, as well as conformance with current codes and regulations such as the Consumer Products Safety Commission (CPSC) and the Americans with Disabilities Act (ADA). As a part of this work, the firm has assessed more than 100 parks in support of park system planning as well as site-specific master planning, and the architectural design of park facilities. In addition, the firm's extensive resiliency practice closely dovetails with its park design studio. The planning, design, and construction of integrated stormwater facilities and public parklands is the fastest growing portion of the firm's work.

Developing resiliency and green solutions is a foundation of all of our project work to ensure that our designs are responding to current local and global environmental challenges and demands. The firm's work is noted for its ability to achieve outstanding results on the most constrained sites, through the use of creative and cutting-edge thinking and technology.



Firm Services

Stromberg/Garrigan & Associates, Inc. provides landscape architectural planning and design services specifically tailored to the needs of municipal and private clients focused on adaptive reuse, cultural sites, public parks and urban spaces of all sizes. The firm provides conceptual design development services through complete construction documentation and specification preparation, including hardscape and planting plans, stormwater management plans and site engineering.



Historic Happy Retreat Interpretive Landscape Plan, Charles Town, WV

Parks and Recreation

- Park Master Plans & Design
- Athletic Facilities
- Trails and Greenways
- Open Space and Natural Resource Protection

Urban Design and Public Spaces

- Waterfronts
- Community Workshops
- Visioning Charrettes
- Mixed Use and Town Centers
- Site Planning



Reuse Plan for the Chamberlain Manufacturing Site, Waterloo, IA

Green Infrastructure Planning & Design

- Stormwater System Evaluations
- CSO Evaluations
- Best Management Practice Design and Integration
- Low Impact Development Standards
- Transportation Infrastructure/Streetscapes
- Retention and Detention Facilities
- Remedial Design and Engineering Controls
- Permitting



Spring Valley Farm Master Plan, Middletown Township, Bucks County, PA

Public Engagement

- Public Workshops & Charrettes
- Web and Social Media
- Interactive Engagement Activities
- Project Advocacy Materials

Project Funding & Financing

- Federal and State Appropriation Support Services
- Economic Assessment and Analysis
- Implementation Action Plans
- Public Financing/Funding Strategies



Sharon Steel Coke Works Site Reuse Plan , Fairmont, WV



Beltline Revitalization Plan, Fairmont, WV

CITIES OF CHARLES TOWN AND RANSON, WV

Fairfax Boulevard Streetscape

URBAN DESIGN & GREEN INFRASTRUCTURE MASTER PLAN & FINAL DESIGN

SGA and its principals led a decade-long community planning, urban design, and public involvement process for the Cities of Charles Town and Ranon's efforts to revitalize its urban core as part of a federally funded effort to address numerous vacant and blighted properties, including several large brownfields parcels. A key component of this effort was an idea originally conceived of in an 1892 plan for the new planned city: the creation of a grand boulevard. The concept was revived in the Two Towns-One Plan downtown revitalization strategy funded by the U.S. Environmental Protection Agency and developed by SGA principals in 2002. The City of Ranson was successful in obtaining two U.S. Department of Transportation TIGER grants to fund the design and construction of the long awaited 1.1-mile boulevard. The project included conceptualizing how the original boulevard concept would adapt to all of the modern conditions and design requirements while maintaining its original intended placemaking form and function.

SGA developed the overall urban design guidelines for the corridor, which correspond to the adopted form-based Smart Code zoning for the Old Town District. From there, landscape architectural designs and engineering of the streetscape elements were prepared, along with permitting, bidding, and construction administration support.

A major aspect of the project was the inclusion of significant stormwater Best Management Practices (BMPs) and green infrastructure. The project included extensive integrated green components, including structural soil systems, bio-retention pre-treatment flow-through planters, and vegetative swales, in order to address chronic flooding problems and to comply with the Chesapeake Bay Total Maximum Daily Load (TMDL) regulatory requirements. The project included 35 bio-retention flow-through planters and was the first major green infrastructure transportation project constructed by the West Virginia Department of Highways.

The $12M project was completed in 2017 and has supported both cities' economic development initiatives.

Client:

Cities of Ranson & Charles Town, WV

2014 U.S. EPA Brownfields Renewal Award

2013 U.S. EPA Phoenix Award: EPA Region 3

2013 U.S. EPA National People's Choice Award: Brownfields Conference in Atlanta, GA

American Institute of Architects Honor Award

West Virginia Main Street Program Main Street Award





HUNTINGTON, WV

3rd Avenue Design

COMPLETE STREETS/GREEN INFRASTRUCTURE DESIGN & FINAL ENGINEERING

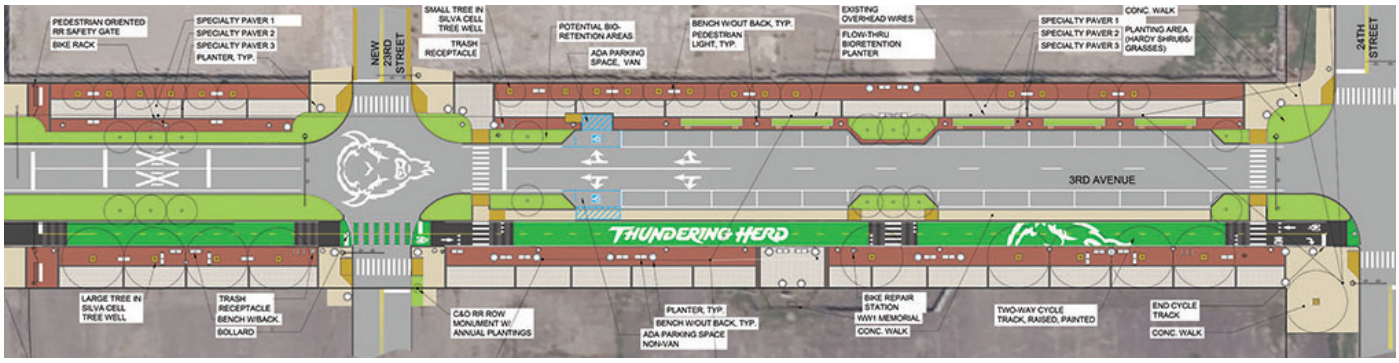
SGA is serving as the prime design consultant retained by the city to undertake a radical redesign of 3rd Avenue as a part of the former American Car & Foundary (ACF) site redevelopment. SGA prepared the Highlawn Neighborhood H-BIZ Brownfields Area-Wide Plan which not only planned for the redevelopment of the former ACF railcar manufacturing site, but other major nearby redevelopment projects, including the new Marshall University baseball stadium and a major retail complex. SGA recommended wide ranging infrastructure and civic improvements in the Highlawn neighborhood, with a major focus on rethinking 3rd Avenue as connection to the core of Marshall University's campus. The project included a traffic study for a larger service area, developing scenario models to support lane reduction, developing roadway geometric alternatives, integrating multi-modal facilities, streetscaping and surface bio-retention and green infrastructure solutions to address major flooding issues, and other placemaking elements. As a federal funded project on a state-owned highway, the project required extensive coordination with KYOVA and WVDOH. The project is going into construction in early 2027.

Client:

Huntington Municipal Development Authority



View of existing 3rd Avenue with the mostly vacate former ACF site shown on both sides of the roadway. SGA has the led the redevelopment planning for the area and 3rd Avenue since initial planning in 2017.



SGA's design for 3rd Avenue integrates WV DOH safety audit recommendations including a "road diet" with lane reductions, a dedicated cycle track, intersection bump-outs and other prominent pedestrian safety measures.

CITY OF NORFOLK, VA

Saint Paul's Blue Greenway (Resilience Park)

MASTER PLAN & FINAL DESIGN

SGA is the lead landscape architects overseeing the detailed design of the park, recreation amenities, and planting compositions for the 21-acre St. Paul's Blue Greenway. The Blue Greenway is part of the comprehensive community-wide revitalization plan of the St. Paul's Transformation Initiative. The park uniquely focuses on stormwater management and flood attenuation from what was once subsidized housing built over. Newtown Creek. The park, slated to start construction in 2026, will soon become a vital community recreation and open space anchor for the St. Paul's neighborhood, downtown, and the city, while offering improved stormwater flood storage, ecological habitat restoration, and abundant recreational opportunities. It will also greatly enhance community and environmental health and wellness and promote advanced STEAM education opportunities. The pedestrian trails of the Blue Greenway will finally connect the St. Paul's neighborhood with the broader Norfolk community, and the park as a whole will provide expanded opportunities for recreation and economic growth. SGA helped the city secure over $25M in federal and state funding for the estimated $40M project or associated improvements, to date. **Construction is commencing in fall 2026.**

Client:

City of Norfolk, VA
Departments of Public Works;
Parks & Recreation



CITY OF NORFOLK, VA

Ryan Resilience Lab Site and Living Shoreline Design

SGA was retained as a part of a design team to develop plans for a new indoor and outdoor Resilience Laboratory for the organization. The goal of the facility is to create a living laboratory where the general public and residential developers can see real applications of a wide variety of resilience techniques that can be utilized for retrofitting existing properties and design of new construction within the Hampton Roads coastal region. SGA collaborated with the project architect on the environmental assessment and remediation of underground fuel tanks, site layout of the building along with the placement of the various landscape zones, including removing an existing bulkhead and creating a living shoreline stabilization with oyster reef installations. A major aspect of the project is the implementation of the city's recently adopted Coastal Resilience Overlay (CRO) zone and how projects can comply with the requirements. The project includes outdoor educational spaces to serve as a venue for classes and hands-on opportunities for visitors to engage with the site. SGA is leading the land development approval process with the City of Norfolk. The project included a rolling conservation easement, the first in the U.S., that responds to the dynamics of sea level rise. **Project received Best Sustainable Design, Fast Company: Innovative Design Award, and has been Highlighted on NBC's Today Show.**

Client:
The Elizabeth River Project

2025 Honor Award in General Design, VA ASLA
2025 Green Ribbon Award, VA ASLA
2024 Innovative Design, FAST Company
2021 Award of Excellence, HRACRE





WHEELING, WV

Wheeling Heritage Trail – Riverfront Park & Trailhead

SGA served as the prime consultant for the landscape architectural design of a new riverfront park and trailhead for the Wheeling Heritage Rail Trail along the Ohio River. Located on a former B&O Railroad 'Robrecht' railyard, the project was funded through the U.S. EPA Brownfields Program and a WV Transportation Alternatives Program (TAP) Grant. The project includes a series of passive recreation amenities, including viewing areas overlooking both the Ohio River and Wheeling Creek, as well as a "deck park" constructed on several abandoned railroad plate-girder bridges. Phase I, completed in the spring of 2026, included site remediation and the construction of extensive green infrastructure facilities to address stormwater runoff generated by the new park amenities, including a parking lot for the trailhead, which is scheduled for construction in the spring of 2027. All green infrastructure facilities incorporate extensive native plantings and preserve several large existing canopy trees.

Client:

City of Wheeling



Recently completed Phase I green infrastructure with native plantings along the Ohio River park. SGA led all work, including permitting.

MONTGOMERY COUNTY, PA

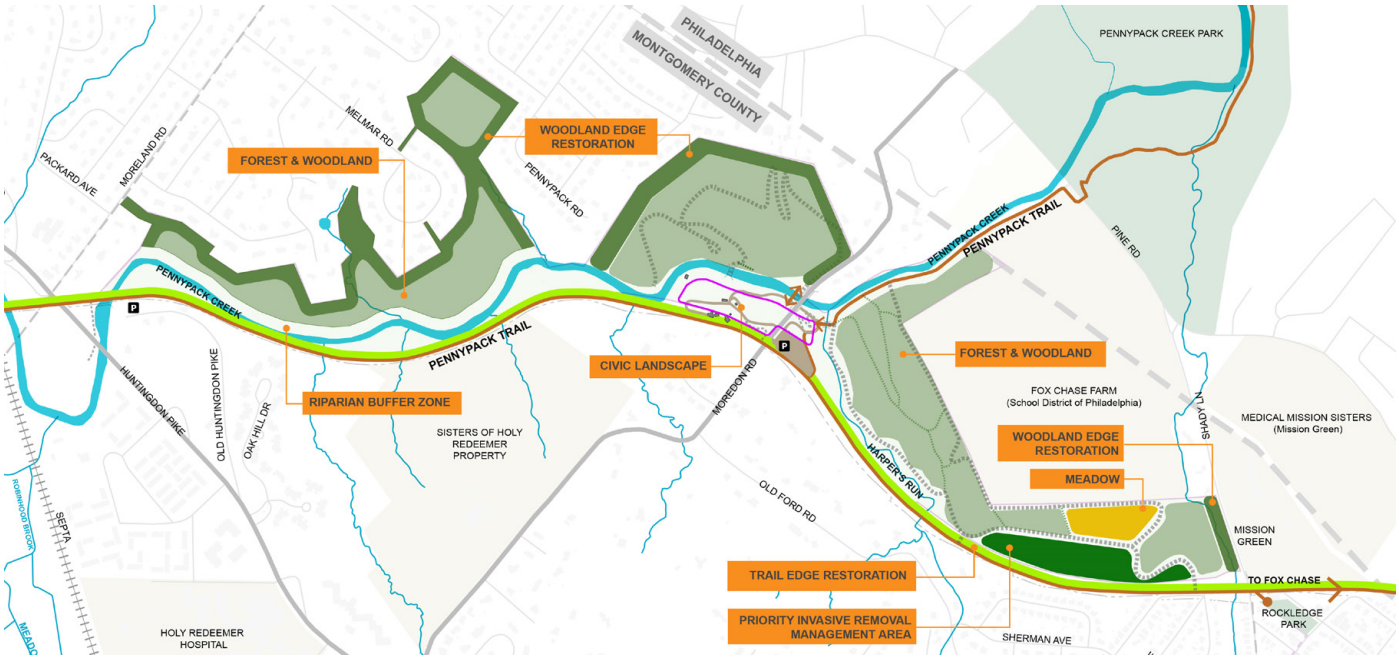
Lorimer Park

ECOLOGICAL LANDSCAPE MANAGEMENT & GREEN INFRASTRUCTURE PLAN

Lorimer Park is a 230-acre scenic oasis in the densely populated eastern part of Montgomery County abutting the City of Philadelphia. The main property of the park was a bequest to the county from George Horace Lorimer, the long-time editor of the Saturday Evening Post, in 1937. To support his intent to create a public park "for the enjoyment of its natural beauty," the deed specified that the land should be kept in a natural state with stewardship that encouraged native plant species and fostered wildlife, confining recreational uses to designated areas. With the extension of Montgomery County's Pennypack Trail, which runs along the west side of the park and connects to Philadelphia, more visitors are discovering and overwhelming the park and its landscape; the current level of use, and challenges including aging infrastructure and flooding, are degrading the condition of the facilities and its ecosystem. The park's ecosystems face a number of challenges, including invasive plant and pest species, devegetation from excessive deer populations, all contributing to a dramatic loss of tree canopy regeneration. SGA worked closely with the Pennypack Ecological Restoration Trust that leads the ecological restoration and habitat management within the Pennypack Creek Watershed to develop a series of ecosystem based green infrastructure solutions as park infrastructure and landscape ammenities. The solutions include managing stormwater runoff from expanded parking lots and trails. The data SGA collected, and an extensive analysis of existing ecological and user conditions, formed a basis for the design of improvements and management protocols. SGA's landscape management plan defines specific protocols, policies, and projects to improve ecological conditions of the park and the experience of visitors along with strategic partnerships to address long-term operation and management.

Client:

Montgomery County Department of Parks, Trails & Historic Sites



SGA's park design re-established key ecological landscape systems and green infrastructure and integrated them into the public use, including the extensive trail network of the park.

02
Project Management



Stromberg/Garrigan & Associates, Inc. will service as the prime consultant on this project and will oversee all aspects of the project and subconsultant activities. Timothy Stromberg, PLA, ASLA, is West Virginia-registered landscape architect and will serve as the Principal-in-Charge. He will guide the overall design direction and provide quality assurance for the project. He has served as a Principal-in-Charge or project manager for dozens of green infrastructure and park master plans across the U.S. and especially in West Virginia. He has been working on projects in Charles Town since 2001 when he was part of the original U.S. EPA Brownfields consulting team that held a multi-day community charrette in the City for the brownfields pilot program. He has managed all types of federal and state funded projects from planning, design, permitting, construction implementation, and long-term monitoring.
Michael Stromberg, PE, is a West Virginia-registered civil engineer and will serve as the Project Manager. He will oversee the project coordination and serve as the primary point of contact with city. He will oversee all of the design work including the stormwater modelling and preparation of final design and engineering deliverables. He has an extensive understanding of Charles Town and its physical environment having led the preparation of the Happy Retreat site improvement design and permit drawings, as well as the preparation of all of the green infrastructure design elements for Fairfax Boulevard in the Cities of Charles Town and Ranson. He also worked on Charles Washington Hall's historic rehabilitation.

SGA is able to commit all of the necessary staffing resources required to meet the timeline listed in the RFP and described in more detail in this proposal.

Alpha Associates, Inc. will be supporting our team as needed with civil and surveying support (if available information is not sufficient and additional not-in-contract work is required). The work focusing on the connectivity to and between the City's parks, recreation, trails, and greenway aspect of the project which we believe is critically important in achieve a successful system. Alpha is currently working with the City of Charles Town and the West Virginia Department of Highways on the design and construction the 1.9-mile multi-use trail along the west side of Augustine Avenue for the connection the southern end of downtown Charles Town with Washington High School to the south. Their understanding of the current conditions will ensure maximizing efficiency and coordination for overlapping projects in this area, especially within the aggressive project timeline. Alpha is committed to supporting the SGA Team and the City with the resources needed to meet the established project milestones.



20 Years of Experience

Education

B.S., Horticulture/ Environmental Design,
Delaware Valley University, 2002

Master of Landscape Architecture and Regional Planning
University of Pennsylvania, 2005

Registration/ Certification

P.L.A. West Virginia #360

P.L.A Virginia #040600180

R.L.A. Pennsylvania #LA002856

Chesapeake Bay Landscape Professional Certification – 2-00073; American Society of Landscape Architects Chesapeake Bay Landscape Professional Certification

Board Member – VA DPOR Board for Architects, Professional Engineers, Land Surveyors, Certified Interior Designers and Landscape Architects

Location

Norfolk, VA

TIMOTHY STROMBERG PLA, ASLA, CBLP

Principal-in-Charge / Landscape Architect

Mr. Stromberg is a landscape architect with extensive expertise in the design of riverfront and urban community parks and resilient blue/green infrastructure strategies. His professional work includes large riverfront parks and public spaces in major metro regions including New York City/Newark, Philadelphia, and Pittsburgh as well as small communities throughout Virginia, Pennsylvania, and West Virginia. He has developed schematic and final design and construction documents for numerous infrastructure, transportation, and major site development projects, especially for brownfields and urban sites and has extensive knowledge of natural systems with an emphasis on native plant communities and habitat restoration.

HIGHLIGHTED PROJECTS

- Evitts Run Greenway Master Plan, Charles Town and Ranson, WV
- Supertane WVDEP VRP Closure and Park Remedial Action Design, Charles Town, WV
- Historic Happy Retreat Events Center, Charles Town, WV
- Commerce Corridor Brownfields Assessment, Brownfields Area-Wide Plan, HUD Sustainable Communities, and TIGER Grant Project. Cities of Charles Town and Ranson, WV
- Fairfax Boulevard Design & Engineering, Ranson, WV
- 3rd Street Bio-Retention Design, Ranson, WV
- City of Ronceverte Island Park Master Plan, Greenbrier County, WV
- Elizabeth Riverfront and Harbor Park Brownfields Resiliency Infrastructure Constructability Plan, Norfolk, VA
- Lower Frankford Creek and North Delaware Riverfront Greenspace Framework Plan, Philadelphia, PA
- Master Plan and Feasibility Study for the Pennsylvania German Cultural Heritage Center Living History Museum, Kutztown University of Pennsylvania
- Ryan Resilience Lab Site and Living Shoreline Design, Norfolk, VA
- St. Paul's Blue/Greenway – Resilience Park and Implementation, Norfolk, VA, City of Norfolk, Department of Public Works and Department of Housing and Community Development
- Holmes-Foster Park Master Plan, State College Borough, PA
- John Antoline Memorial Park Master Plan, Monaca Borough, PA
- Wind Gap Park Master Plan, Borough of Wind Gap, Northampton County, PA
- Trinity Park Master Plan and Construction Documentation, Somerset, PA
- Moon Township Waterfront Park Master Site Plan, Moon Township, PA
- Fairgrounds Avenue Stormwater Park Master Plan, Carlisle Borough, PA
- Ohiopyle State Park Commercial Gateway/Falls Market Site Master Plan Projects, Ohiopyle Borough, PA
- West Newton Trailhead Enhancement Plan and Waterfront Plaza Design, West Newton, PA
- South Riverfront Park Master Plan and Downtown Redevelopment Project, Waynesboro, VA
- Hopewell City Park and Downtown Public Space Master Plan, City of Hopewell, VA



14 Years of Experience

Education

B.S., Civil Engineering
Bucknell University, 2009

M.S., Civil Engineering
University of Texas at Austin, 2012

Registration/ Certification

Professional Engineer:

West Virginia #26197

Pennsylvania #PE093741

New Jersey #24GE05756000

Virginia #0402066088

Location

Jenkintown, PA

MICHAEL STROMBERG PE

Project Manager / Principal

Mr. Stromberg specializes in all aspects of site and civil design for planning, final design, and construction documentation projects. His work includes performing grading studies, stormwater management studies and design, utility plans, and cost-estimating. His work focuses on the civil design aspects of brownfields redevelopment schemes especially associated with land developments, waterfront redevelopments, urban public spaces, trails, and streetscapes. He has managed projects with extensive agency involvement with WVDOH and WVDEP. Previous work experience includes extenstive project work across West Virginia as well as in 15 other states.

HIGHLIGHTED PROJECTS

- Evitts Run Greenway Master Plan, Charles Town and Ranson, WV
- Supertane WVDEP VRP Closure and Park Remedial Action Design, Charles Town, WV
- Fairfax Boulevard Design & Engineering, Ranson, WV
- Commerce Corridor Brownfields Assessment, Brownfields Area-Wide Plan, HUD Sustainable Communities, and TIGER Grant Project. Cities of Charles Town and Ranson, WV
- Historic Happy Retreat Events Center, Charles Town, WV
- 3rd Street Bio-Retention Design, Ranson, WV
- Highlawn Neighborhood Brownfields Area-Wide Plan/Marshall University ACF Redevelopment Project, Huntington, WV
- 3rd Avenue Complete Streets Design & Preliminary/Final Engineering, Huntington, WV
- Build Back Better Marshall Univeristy Robotics Training Facility Site Design, Huntington, WV
- Robrecht Heritage Trail Trailhead and Ohio Rivefront Park, Wheeling, WV
- Harbor Park Brownfields Area-Wide Plan/Water Street Open Space Remediation and Permitting, City of Norfolk, VA
- Elizabeth Riverfront Living Shoreline Constructability Plan, City of Norfolk, VA
- Ryan Resilience Lab Site and Living Shoreline Design, Norfolk, VA
- Saint Paul's Blue Greenway (Resilience Park), Norfolk, VA
- Downtown Hopewell Brownfields Area-Wide Plan, Hopewell, VA
- New River Brownfields Plan, Waynesboro, VA
- Northeast Neighborhood/Brandywine Riverfront Brownfields Living Shoreline Plan, Wilmington, DE
- Frankford Creek Watershed Brownfields Plan/Delaware Sea-Level Rise Resilience Study, Philadelphia, PA
- Lower Schuylkill River/Bartram North Strategic Riverfront Brownfields Reuse and Riverine Restoration Management Plan, Philadelphia, PA
- Paxton Creek De-Channelization Urban Flood Mitigation Plan/EPA Brownfields Assessment Project, City of Harrisburg, PA
- Carlisle Urban Redevelopment Project Stormwater TMDL Green Infrastructure Plan & Integrated Complete Street Transportation Engineering Project, Carlisle, PA
- Payne-Elco Site Transportation and Green Infrastructure Plan, New Bedford, MA



8 Years of Experience

Education

Bachelor of Arts with Honors,
University of Texas at Austin, 1999

Master of Landscape Architecture,
Temple University, 2018

Registration/ Certification

P.L.A. Pennsylvania #LA003570

American Society of Landscape Architects

Location

Jenkintown, PA

LUCINDA BARTLEY PLA, ASLA

Landscape Architect

Lucinda's work focuses on planting design related to native habitats, ecosystem enhancement, and resilience. Her work focuses on understanding the environmental conditions of sites and they influence ecosystems and micro-climate conditions. Using this information, she specializes in developing native plant palettes that respond to specific environmental factors while being adaptable to every changing conditions. This includes developing ecosystems with wide ranging fluctuations in moisture conditions and salinity level. She specializes in translating complex technical information into layperson friendly formats that welcome and engage participants into the planning and design process. Much of her public sector work includes public engagement processes, working closely with communities and stakeholders in order to integrate community priorities into design concepts and conveying complex scientific information to show its value and to build support. Lucinda volunteers her time as a member of the Planning Commission for the borough of Jenkintown, PA, where she lives with her family, and enjoys finding room for more native plants in her garden.

HIGHLIGHTED PROJECTS

- St. Paul's Blue/Greenway – Resilience Park and Implementation, Norfolk, VA
- Ryan Resilience Lab Site and Living Shoreline Design, Norfolk, VA
- Camp Security Park Master Plan, Springettsbury Township, York County, PA
- Lorimer Park Master Plan, Montgomery County Parks, Trails & Historic Sites, Montgomery County, PA
- Clarion River Eagle Overlook Park and 6th Street Corridor , Clarion Borough/Clarion County, PA
- Lenkerville Special Services School and Park Plan, Dauphin County, PA
- N. Middleton, Creekview, and Village Park Master Plans, North Middletown Township, Cumberland County, PA
- P.J. Caul Park Rehabilitation, Ambridge, PA
- Liberty Park Restoration, Boroughs of Peapack & Gladstone, NJ
- Ambridge Merchant Street streetscape, Ambridge, PA
- Independence Street streetscape, Shamokin, PA
- Steelton Brownfields Area-Wide Plan, Dauphin County, PA
- Trinity Site Central Greenspace Design, Greenville, PA



9 Years of Experience

Education

B.S., Agrilculture, Minor in English
Ningxia University, 2012

Master of Landscape Architecture,
Clemon University, 2017

Registration/ Certification

Agriculture & Horticulture Certificate
Ohio State University, 2011

Certified Part 107 drone pilots
Commercial drone pilot

Location

Jenkintown, PA

FEIFEI HUANG

Urban Designer

Ms. Huang is a landscape designer/planner with expertise in the design of public parks and active recreation facilities and green infrastructure projects, with a special focus on resilient strategies. She has extensive knowledge of natural plant systems and horticulture and has developed planting plans for all types of projects especially civic landscape where natural systems are integrated for environmental performance requirements, such as to meet Chesapeake Bay TMDL standards/regulations.

HIGHLIGHTED PROJECTS

- Historic Happy Retreat Master Plan and Visitor Center/Events Venue, Charles Town, WV
- Beltline District Brownfield Revitalization Plan, Fairmont, WV
- Clay School Community Recreation Center Adaptive Reuse Study, Wheeling, WV
- Wheeling Heritage Center Site Design, Wheeling, WV.
- Robrecht Heritage Trail Trailhead and Ohio Rivefront Park, Wheeling, WV
- Historic Post Office/Mon Arts Centers Rehabilitation, Morgantown, WV
- Sharon Steel Coke Works Site Reuse Plan & Disposition Strategy, Fairmont, WV
- St. Paul's Blue/Greenway – Resilience Park and Implementation, Norfolk, VA
- Downtown Appomattox Brownfields Area-Wide Plan, Appomattox, VA
- Ryan Resilience Lab Site and Living Shoreline Design, Norfolk, VA
- Harbor Park Brownfields Area-Wide Plan/Resiliency Infrastructure Constructability Plan, City of Norfolk, Norfolk, VA
- Norfolk Thrive / Harbor Park Master Development & Infrastructure Plan, Norfolk, VA
- Paxton Creek De-Channelization Park Project, Harrisburg, PA
- Water Street Open Space, Norfolk, VA
- Downtown/Riverfront Mixed-Use Development Master Plan, Glenwood Springs, CO
- Saint Paul's Blue Greenway (Resilience Park), Norfolk, VA
- Northeast Neighborhood/Brandywine Riverfront Area-Wide Plan, Wilmington, DE
- Merchant Street Midtown Streetscape Project, Ambridge, PA
- Plan GoShamokin Brownfields Area-Wide Plan, Shamokin, PA
- Illumination Station Park, Shamokin, PA
- Independence Street Streetscape, Shamokin, PA
- Penn- McKee Hotel and District Redevelopment Plan, McKeesport, PA
- ACME Power Plant Site Reuse Plan, Sheridan, WY
- Former Baron Radiator Site Reuse Plan - Vaughn Literary Park, Ashland, WI
- Ore Dock Upland Pilings Area Site Reuse Plan, Ashland, WI
- Northeast Brandywine Riverfront, Wilmington, DE
- Great Northern Paper Mill Redevelopment Master Plan, Millinocket, ME
- Soundview Economic Hub/Plaza – Bruckner Expressway Underpass Conceptual Reuse Plan, Bronx, NY
- Former Marshall School Reuse Plan – St. Louis, MO



4 Years of Experience

Education

Bachelor of Urban and Regional Planning,
Bangladesh University of Engineering and Technology, 2021

Master of Arts in Geography
Binghamton University, 2025

Location

Jenkintown, PA

FARHAN ISHRAK

Planner/GIS Specialist

GIS specialist and geospatial analyst with a strong foundation in linking community planning with spatial data management, cartographic visualization, and geospatial modeling, to support transformative community revitalization and brownfield redevelopment projects. Proficient in ArcGIS Pro, ArcGIS Online, Python, and R, with experience analyzing diverse geographic datasets including satellite imagery, census data, and LiDAR. Skilled in GIS automation, accessibility analysis, and technical coordination with planning agency on integrated GIS infrastructure. He brings a collaborative mindset, artistic sensibility, and a passion for integrating geospatial technology into multidisciplinary teams in creating resilient, and innovative community developments, public spaces, and infrastructure projects.

HIGHLIGHTED PROJECTS

- N. Middleton, Creekview, and Village Park Master Plans, North Middletown Township, Cumberland County, PA
- VADEQ Online Statewide Brownfields (DiRT) GIS Interface Tool
- Western Branch Area Plan, Chesapeake, VA
- Jefferson Avenue Brownfields Plan, Newport News, VA
- Brownfields Plan, Hopewell, VA
- Lower Schuylkill River Innovation Campus Master Plan, Philadelphia, PA
- Earth Conservancy Regional Land Use Plan, Luzerne County, PA



30+ Years of Experience

Education

Civil Engineering
West Virginia University, 2000

Architectural Engineering Technology
airmont State University, 1988

Registration/ Certification

Professional Engineer License: West Virginia

CHARLES B. BRANCH PE

Senior Principal / Civil Engineer

As Chief Engineer for site development and planning projects, Mr. Branch is a vital part of the design process here at Alpha Associates, Inc. His involvement spans from strictly civil engineering projects, to the design of large-scale educational projects and medical facilities. Mr. Branch acts as peer review for young engineers in our firm with issues ranging from storm water management to site design. Mr. Branch is also involved in commercial and residential development design, roadway and bridge design and utilities layout.

HIGHLIGHTED PROJECTS

- Hazel Ruby McQuain Riverfront Park, Amphitheater Restroom Building;
- Morgantown, WV
- Elkins Coal & Coke Building Restroom Facility for Decker's Creek Rail Trail;
- Masontown, WV
- Kern Valley Railroad Corridor Trailhead & Trail; Preston County, WV
- Decker's Creek Pedestrian Bridge & Rail Trail Slip; Monongalia County, WV
- Rainelle Recreation Corridor; Greenbrier County, WV
- Belington Pedestrian Trail; Belington, WV
- West Fairmont Rail Trail Extension; Fairmont, WV
- Mylan Park Recreational Complex; Morgantown, WV
- Mountaineer Football Grass Practice Field; Morgantown, WV
- WVU Evansdale Recreation Fields; Morgantown, WV
- Tygart Lake Start Park; Grafton, WV
- North Fork Hughes River Recreational Design
- Kingwood Trail; Kingwood, WV

03
Methodology and Process



Executive Summary

The CLEAN Parks initiative is an opportunity to convert more than a decade of community visioning, brownfield revitalization planning, park planning, preliminary engineering, and watershed analysis into a coordinated green infrastructure program that the City can fund, permit, bid, and build. Our approach is intentionally implementation focused. It begins by validating prior work and current conditions, identifies the best opportunities across the Evitts Run corridor, develops a community-supported Green Infrastructure Master Plan, and then channels the available design budget toward a carefully selected group of green infrastructure BMPs that can be advanced to 100 percent-level construction documents.

The work will be organized around one clear principle: every planning decision should improve implementation readiness. This means that community priorities, park function, stormwater management performance, stream cooling, maintenance, utility constraints, environmental conditions, permitting, and construction cost will be considered together to identify practical and impactful green infrastructure BMPs. The resulting master plan will not be a collection of disconnected ideas; it will be an infrastructure investment framework that identifies what should be built, where it should be built, why it should be prioritized, what information is still required, and how the City can move each priority forward.

The project will also respect and build upon the corridor's substantial planning history. The 2009 Evitts Run Park Master Plan established an ambitious recreation and connectivity vision. The Evitts Run Green Infrastructure Park Project, including the 2013 Technical Assistance report and 2014 Preliminary Construction Plan, included comprehensive analysis and preliminary design efforts. These efforts appear to have included, but are not limited to, site survey, wetlands survey, infiltration study, permitting research, and review of previous environmental assessments. The 2015 West End Revitalization Plan connected these investments to neighborhood revitalization, brownfield reuse, mobility, and economic development. The 2021 Happy Retreat Master Plan further reinforced the importance of stewardship, heritage, native landscapes, visitor circulation, and long-term management. Our process will test what remains relevant, identify what has changed, and avoid spending limited resources to recreate information that can be responsibly updated and reused. The combination of these past planning efforts provides a strong foundation from which to advance the larger CLEAN Parks master plan and implementation project.

PROPOSAL PROMISE

We will move CLEAN Parks from legacy concepts to a clear, community-supported, technically defensible, and implementation-ready program of green infrastructure investments.



SGA's Patent RAFT Bioretention Planter System, Greensburg, PA.

Project Understanding

A Corridor with a Strong Foundation

Evitts Run represents a critical local drainage feature, an active ecosystem, and a civic organizing element. The targeted properties, including the Public Works Yard, Skatepark, Boys & Girls Club property, Evitts Run Park, and Perry Fields, provide opportunities to implement stormwater features which will improve water quality, reduce stormwater pollution, cool the stream corridor, expand native landscapes, and create visible examples of green infrastructure in everyday public spaces. The corridor is also shaped by active recreation, trails, parking, utilities, transportation infrastructure, former industrial uses, remediated brownfield properties, floodplain conditions, and adjacent neighborhoods. A successful plan must reconcile all of these functions.

The Central Scope Challenge

The project will require the selected team to complete two distinct but connected levels of work within one assignment. The first is a corridor-wide master planning effort that evaluates opportunities, builds public understanding, and establishes priorities. The second is detailed engineering that advances selected green infrastructure BMPs to 100 percent-level construction documents suitable for permitting and public construction bidding. The number and scale of BMPs that can reach this level of design will depend on site complexity, available base information, required investigations, permitting considerations, and the negotiated allocation of effort. **Our approach addresses this challenge through explicit decision milestones that prevent the planning effort from consuming resources needed for implementation.**

Desired Outcomes

- A Green Infrastructure Master Plan grounded in current conditions, prior studies, community priorities, and realistic implementation constraints.
- A transparent prioritization process that compares potential BMPs and evaluates them based on runoff reduction potential, water quality and stream cooling impact, fit within park features, maintenance considerations, constructability, cost, and other relevant considerations.
- A defined set of priority green infrastructure BMPs advanced to 100 percent-level construction documents and supported by cost estimates and bid-ready technical information.
- A permitting and implementation pathway that identifies required approvals, sequencing, supporting investigations, and future funding needs.
- An optional Recreation and Connectivity Framework that reserves and coordinates areas for recreational programming, access, trails, parking, and supporting infrastructure without allowing those elements to displace the project's green infrastructure purpose.

Project Approach

Begin with Validation, Not Reinvention

Our first responsibility will be to revisit and evaluate the City's prior efforts and determine which information can be used, which information must be refreshed, and which questions remain unanswered. The prior work includes the 2009 Evitts Run Park Master Plan, the Evitts Run Green Infrastructure Park Project, including the 2013 Technical Assistance report and 2014 Preliminary Construction Plan, the 2015 West End Revitalization Plan, and the 2021 Happy Retreat Master Plan. These documents provide a valuable starting point, but their conclusions should be analyzed in the current context, as field conditions, land use, utilities, trail projects, regulations, environmental controls, costs, and community priorities may have changed since they were developed. We will complete a disciplined validation and gap assessment so the City can retain useful work while directing new resources toward current decisions. Existing base data, including all available surveys, will also be reviewed to determine where supplemental survey or data gathering work is needed. Supplemental survey work will be performed by team member Alpha Engineering.

Plan at the Corridor Scale, Design at the Project Scale

The Green Infrastructure Master Plan will evaluate the target areas as one connected system while incorporating context from the respective sites. At the corridor scale, we will evaluate the overall drainage conditions and identify locations that present the best opportunities for green infrastructure BMP implementation based on factors such as existing impervious coverage, proximity to park facilities, and the opportunity to efficiently and cost-effectively intercept runoff before it reaches Evitts Run. At the project scale, we will test-fit BMP types and locations such as bioretention, riparian buffer restoration, tree canopy enhancement, native meadow conversion, permeable pavement, filtration systems, and other practices appropriate to the site constraints. This nested approach allows the City to see the complete opportunity while advancing only the most valuable and feasible green infrastructure BMPs into engineering.

Use Performance and Practicality to Set Priorities

Each green infrastructure BMP recommendation will be evaluated through a prioritization matrix developed with City staff, the Parks & Recreation Board, and the CLEAN Parks Task Force. The matrix will combine environmental performance with civic value and implementation reality. Criteria will include runoff and pollutant reduction potential, ecological/environmental benefits, community quality of life benefits, CIP and operations resources required, impact on park/trail use, and compatibility with site constraints. The matrix will not replace professional and community judgment. It will make the basis for decisions visible and defensible.

Coordinate Technical Analysis with Community Knowledge

The broader CLEAN Parks program includes four facilitator-led community workshops under a separate contract. Because the Evitts Run corridor has already benefited from substantial planning, community visioning, and technical study, our recommended approach is to use the workshops strategically as points of validation, refinement, and decision support rather than as a restart of the planning process. This allows the project team to respect prior community input, confirm current priorities and conditions, and focus available resources on the timely delivery of an implementation-ready Green Infrastructure Master Plan and selected 100 percent-level construction documents.

Our team will coordinate with the community facilitator and provide technical preparation, accessible materials, and our team's participation for two of the four facilitator-led workshops. This targeted level of technical participation is intended to support the most important public decision points: confirming community priorities and corridor opportunities early in the process, then presenting and refining the draft Green Infrastructure Master Plan and recommended BMP implementation priorities.

This approach recognizes that residents, neighborhood organizations, park users, adjacent property owners, youth-serving organizations, City operations staff, and agency partners may identify drainage patterns, safety concerns, access needs, maintenance considerations, and neighborhood priorities that are not fully evident in prior reports or field documentation. We will translate technical alternatives into understandable choices while also assisting the City avoid planning fatigue and preserve the resources needed to advance selected green infrastructure BMPs to shovel-ready implementation.

Protect Implementation Resources through Decision Milestones

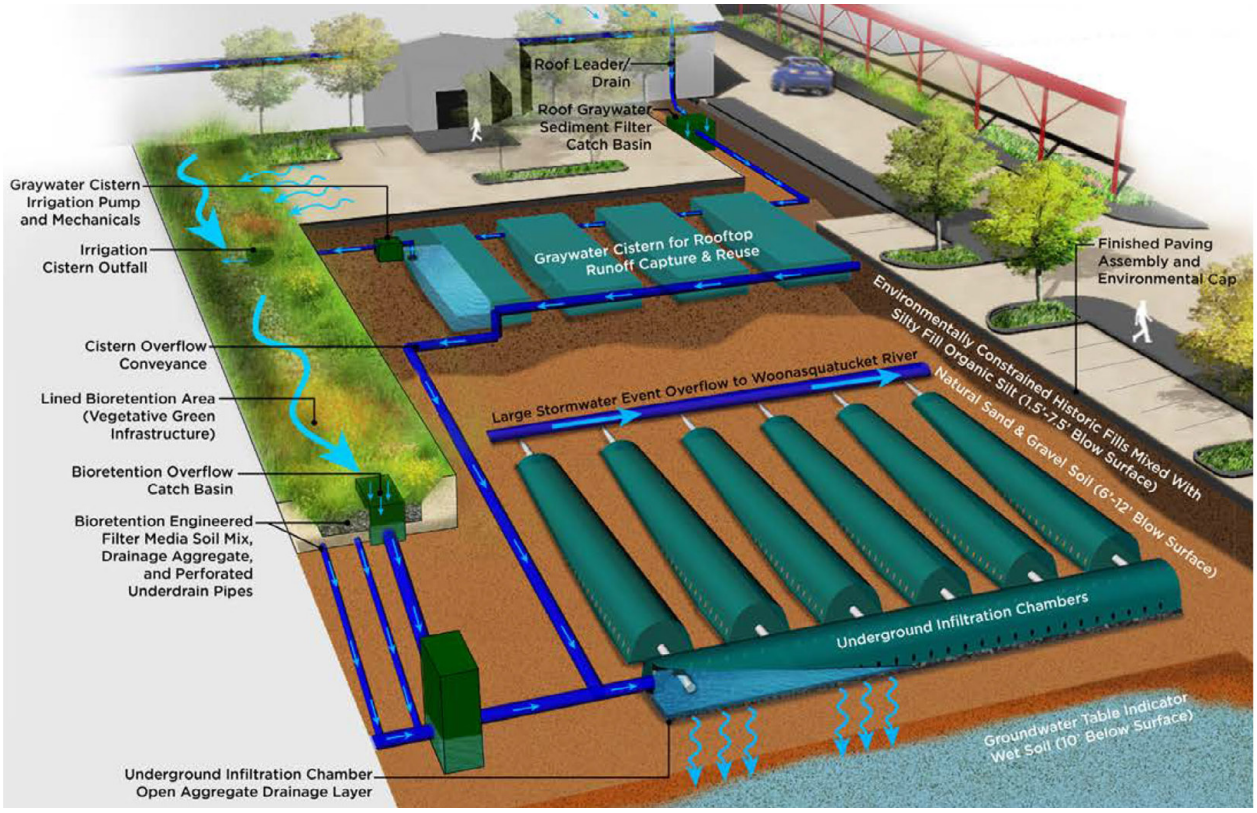
The project will use four formal decision milestones. Milestone 1 will confirm the validated baseline and data gaps. Milestone 2 will confirm the preliminary opportunity map and evaluation criteria. Milestone 3 will approve the draft GI Master Plan and select the green infrastructure BMPs to advance to implementation. Milestone 4 will review the plans and confirm final City design direction at 60 percent design before advancing to completion of the 100 percent-level construction documents. At each milestone, the City will understand the decision being made, the remaining level of effort, the information required, and the implications for schedule and budget. This structure protects the City from advancing attractive but infeasible concepts and protects the engineering budget from uncontrolled expansion of the master plan.

Advance Selected Facilities with Permitting and Construction in Mind

Selected green infrastructure BMPs will be developed through progressive design milestones, resulting in 100 percent-level construction documents. Depending on BMP facility type and available data, the work may require supplemental subsurface or environmental investigation, which may require additional resources beyond the limits of this effort. Because the requested services include 100 percent-level construction documents suitable for permitting and public construction bidding, the design process will include interdisciplinary quality review and constructability checks. Permit acquisition is not included in the RFP, but the documents will identify anticipated permits and be organized to support future applications.

Integrate Recreation Without Diluting the Green Infrastructure Mission

If authorized, the optional Recreation and Connectivity Framework will identify where trails, access points, flexible recreation areas, parking, gathering spaces, interpretation, and supporting infrastructure should be preserved or coordinated. The framework will remain deliberately conceptual. Its purpose is to ensure that green infrastructure BMP investments reinforce future park use and that future recreation improvements do not compromise BMP performance, maintenance access, stream buffers, or environmental controls. Green infrastructure remains the organizing system. Recreation and connectivity are integrated as compatible public benefits.



Charlotte Hope Plaza Green Infrastructure Design, U.S. EPA Techinical Assistance, Providence, RI.

Scope of Work

TASK 1. PROJECT INITIATION, MANAGEMENT, AND STATUS COORDINATION

Establish a practical management structure that supports timely decisions, transparent progress, disciplined use of budget, and coordinated delivery among the City, Parks & Recreation Board, CLEAN Parks Task Force, facilitator, technical partners, and consultant team.

Activities

- Conduct a kickoff meeting to confirm goals, scope, roles, decision-making, points of contact, file exchange, schedule, budget controls, federal grant requirements, and review procedures.
- Prepare a project management plan, detailed schedule, communication protocol, and document-control structure.
- Maintain a current decision/action-item log and provide concise written status summaries that identify work completed, upcoming activities, decisions needed, risks, and budget or schedule issues.
- Conduct monthly client-facing project coordination and status check-in meetings from November 2026 through June 2027.
- Coordinate subconsultants, internal technical disciplines, and quality reviews throughout the project.

Meetings and Coordination

- One (1) project kickoff meeting with City staff and designated Board/Task Force representatives.
- Eight (8) monthly project coordination and status check-in meetings.
- Coordination calls as needed to support project management efforts.

DELIVERABLES

- Project management plan and communication protocol.
- Baseline project schedule.
- Meeting agendas, action notes, and activity/decision log.
- Monthly status summaries as part of monthly meeting agendas.

TASK 2. EXISTING INFORMATION REVIEW, SITE RECONNAISSANCE, AND BASELINE VALIDATION

Build a current, shared understanding of the corridor while preserving the value of prior planning and technical work.

Activities

- Collect and review prior plans, reports, available models, calculations, CAD, GIS, survey, environmental records, utility information, parcel information, trail documents, and monitoring data.
- Complete site reconnaissance of the targeted properties.
- Compare documented conditions with current field conditions and identify information that remains accurate, requires updating, or is missing.
- Using available existing geospatial and background data, map land ownership, existing park uses, transportation and trail relationships, drainage features, impervious surfaces, vegetation, stream and floodplain context, utilities, environmental constraints, maintenance access, and active projects at a planning level.
- Prepare a technical data-gap memorandum identifying supplemental survey and data gathering that may be required before final design.

Meetings and Coordination

- One-day site reconnaissance conducted with City operations, parks, public works, and project representatives.
- One technical data and utilities coordination meeting.
- Decision Milestone 1 review during a monthly status meeting.

DELIVERABLES

- Existing conditions synthesis document of up to five (5) pages plus supporting exhibits including a combination of the following:
- Existing information inventory.
- Prior-plan synthesis.
- Existing conditions, constraints, and opportunities mapping.
- Photographic field record.
- Data-gap identification.

TASK 3. STORMWATER, WATER QUALITY, STREAM COOLING, AND GI OPPORTUNITY ASSESSMENT

Identify and compare corridor-wide green infrastructure opportunities using current available information and the City's separate stormwater study.

Activities

- Review available watershed, drainage, infrastructure, water-quality monitoring, and stream-temperature information provided by the City and partners.
- Define planning-level drainage relationships and source areas affecting the targeted properties.
- Identify distributed and site-scale opportunities for potential green stormwater infrastructure BMPs.
- Evaluate where infiltration may be appropriate, where under drained or lined filtration may be more prudent, and where additional testing is required.
- Develop a preliminary GI opportunity map and planning-level BMP typologies.
- Coordinate potential facilities with park operations, maintenance access, utilities, trail projects, public safety, and property constraints.

Meetings and Coordination

- One GI technical working session with City staff, Utility Board representatives, monitoring partners, and designated technical stakeholders.
- Decision Milestone 2 review with the CLEAN Parks Task Force or project committee.

DELIVERABLES

- Planning-level drainage and source-area mapping.
- Green infrastructure opportunity map.
- BMP typology and suitability matrix.
- Preliminary performance, investigation, and maintenance considerations.

TASK 4. COMMUNITY, STAKEHOLDER, AND AGENCY COORDINATION

Integrate community knowledge and agency input into the technical process while supporting the separately led public engagement workshops in a focused and resource-conscious manner. Since the CLEAN Parks effort builds on extensive prior planning and community input, our recommendation is to concentrate our team's technical participation on the workshops where analysis, public feedback, and implementation decisions most directly intersect. This approach keeps the process welcoming and transparent, reduces the risk of redundant engagement, and helps preserve the budget and schedule needed to deliver selected green infrastructure BMPs as 100 percent-level construction document packages.

Activities

- Coordinate workshop timing, objectives, materials, and responsibilities with the community facilitator so the engagement process is aligned with the technical schedule and key decision milestones.
- Prepare mapping, visualizations, boards, slides, and/or summaries for two priority facilitator-led workshops that explain corridor conditions, green infrastructure choices, benefits, limitations, tradeoffs, and implementation priorities.
- Participate in two of the four facilitator-led community workshops organized by the separate community engagement contractor, including preparation of supporting content for early priority validation and presentation/refinement of the draft Green Infrastructure Master Plan.
- Conduct an early regulatory and implementation coordination meeting to discuss likely approvals, updated requirements, and key design considerations without seeking formal permit approval.
- Document input and show how stakeholder, community, and agency feedback influenced the plan and prioritization process.

Meetings and Coordination

- Content preparation and participation in for two of the four facilitator-led community workshops.
- One regulatory and agency coordination meeting.

DELIVERABLES

- Workshop and stakeholder materials for two priority facilitator-led workshops.
- Meeting summaries and comment log.
- Agency coordination memorandum identifying current follow-up items.

TASK 5. DRAFT GREEN INFRASTRUCTURE MASTER PLAN AND PRIORITIZATION

Transform baseline analysis and community input into a clear corridor plan and a defensible green infrastructure BMP implementation program.

Activities

- Prepare a schematic Green Infrastructure Master Plan for the targeted properties.
- Develop preliminary concepts for candidate green infrastructure BMPs at an appropriate planning scale.
- Describe anticipated environmental, social, park, aesthetic, operational, and educational benefits.
- Prepare planning-level quantities and order-of-magnitude construction costs appropriate to concept development.
- Develop a prioritization matrix to evaluate the proposed GI BMPs.
- Prepare draft implementation, stewardship, and funding considerations.

Meetings and Coordination

- One concept and prioritization workshop with the CLEAN Parks Task Force or project committee.
- One presentation of the draft Green Infrastructure Master Plan during a community workshop included in Task 4.
- One Parks & Recreation Board or joint Board/City review meeting.
- Decision Milestone 3 meeting to select green infrastructure BMPs for 100 percent-level construction documents.

DELIVERABLES

- Draft Green Infrastructure Master Plan package, including:
- Schematic corridor master plan with proposed BMPs and locations.
- Prioritization matrix and ranked implementation program.
- Planning-level cost ranges and potential phasing and implementation narrative.
- Decision memorandum identifying selected green infrastructure BMPs for design.

TASK 6. 100 PERCENT SHOVEL-READY DESIGN PACKAGES

Advance selected green infrastructure BMPs into coordinated, constructible designs and obtain timely City direction before advancing design to 100 percent-level construction documents.

Activities

- Prepare 60 percent plans showing overall layout, limits, grading intent, drainage, BMP configuration, planting concept, access, utility coordination, and preliminary details.
- Coordinate the design with environmental constraints, maintenance access, trail and recreation relationships, utilities, property limits, and anticipated permitting requirements.
- Develop calculations, quantities, and cost estimate.
- Incorporate City comments and prepare 100 percent plans with developed grading, drainage, planting, materials, details, erosion and sediment control concepts, and technical specification package.
- Provide draft 100 percent-level construction documents and conduct a page-turn review with the City to resolve consolidated comments.
- Prepare final 100 percent-level construction documents for the selected green infrastructure BMPs.
- Complete final independent quality control and constructability review.
- Prepare the final engineer's opinion of probable construction cost and coordinate City front-end procurement requirements identified during design.
- Identify unresolved permit, property, utility, environmental, or owner decisions that must be completed before construction.

Meetings and Coordination

- One 60 percent design review meeting.
- One draft 100-percent page-turn and quality review meeting.

DELIVERABLES

- 60 percent design package and cost estimate.
- 100 percent-level construction drawing package.
- Final technical specifications and engineer's opinion of probable construction cost.
- Permit and preconstruction action list.

OPTIONAL RECREATION & CONNECTIVITY FRAMEWORK

The optional framework will provide enough park and recreation planning to protect long-term flexibility and coordinate future investments without converting the assignment into a full parks master plan. Green infrastructure will remain the framework for any systemic recommendations. If authorized, this optional effort will include our team's participation in one additional facilitator-led Task 4 community workshop (second full-day combined with other workshop day) so recreation programming, neighborhood access, trail connectivity, and green infrastructure compatibility can be tested directly with community input before the framework is integrated into the Green Infrastructure Master Plan.

- Confirm current and future recreation needs at a conceptual level, including active, passive, flexible, youth, gathering, educational, and nature-based uses, through the added facilitator-led Task 4 workshop and related City/project committee coordination.
- Identify recreation program zones and areas that should remain free of permanent BMP infrastructure.
- Map neighborhood access, accessible routes, trail continuity, Augustine Trail relationships, crossings, entry points, parking, bicycle connections, and service access.
- Prepare a framework diagram, character imagery, planning-level recommendations, phasing, and cost considerations informed by the additional Task 4 workshop input.
- Integrate the framework into the Green Infrastructure Master Plan as a distinct optional chapter and drawing.

Optional Scope Meetings

- One additional facilitator-led Task 4 community workshop (second full-day combined with other workshop day) with our team focused on recreation programming, access, trail connectivity, and green infrastructure compatibility for the Optional Recreation and Connectivity Framework.
- One presentation integrated as part of the draft Green Infrastructure Master Plan review, informed by the added Task 4 workshop input.

Optional Scope Deliverables

- Recreation needs and compatibility memorandum summarizing optional-workshop input, key recreation priorities, access considerations, and green infrastructure compatibility issues.
- Recreation program-zone and connectivity framework plan reflecting community input received through the additional facilitator-led Task 4 workshop.
- Integrated optional chapter and graphics for the final plan.



Lorimer Park Master Plan with Green Infrastructure and Parking Lot Redeisgn, Montgomery County, PA.

Meeting and Engagement Matrix

Task	Meeting Type	Participants / Purpose	No.
Task 1	Project kickoff (virtual)	City staff, Board/Task Force representatives, consultant team	1
Task 1	Monthly client status check-ins (virtual)	City project manager and core team	8
Task 2	Site reconnaissance (in-person, full day)	City operations, parks, utilities, consultant team	1
Task 2	Technical data and utilities coordination (in-person)	City staff, utilities, technical team; incorporated with Task 2 site reconnaissance day where practical	1
Task 3	GI technical working session (in-person)	City, Utility Board, monitoring partners, technical stakeholders; may be coordinated with Task 2 reconnaissance or Task 4 workshops	1
Task 3	Opportunity-map / Milestone 2 committee review (in-person)	CLEAN Parks Task Force or project committee; may be coordinated with Task 2 reconnaissance or Task 4 workshops	1
Task 4	Community workshops (in-person, full day each)	Facilitator-led public workshops with focused consultant participation in two priority sessions	2
Task 4	Regulatory and agency coordination	City, consultant, designated agencies; coordinated with Task 4 workshops where practical	1
Task 5	Concept and prioritization workshop (in-person)	Task Force or project committee; coordinated with Task 4 workshops where practical	1
Task 5	Parks & Recreation Board / joint review (in-person)	Board, City, consultant team; coordinated with Task 4 workshops where practical	1
Task 5	Milestone 3 project selection meeting (virtual)	City, Board/Task Force representatives, consultant team	1
Task 6	60 percent design review (in-person)	City and consultant technical team	1
Task 6	Draft 100 percent page-turn review (in-person)	City and consultant technical team	1

Continued on next page

Task	Meeting Type	Participants / Purpose	No.
Optional	Additional facilitator-led workshop participation for Recreation and Connectivity Framework (in-person, second full day)	City, Parks & Recreation, project committee; incorporated with Task 4 workshops when practical	1
Optional	Framework presentation with draft plan	Integrated with Task 5 review and informed by the additional Task 4 workshop input.Framework (in-person, second full day) Consultant participation in one additional facilitator-led Task 4 community workshop to test and coordinate recreation programming, access, trail connectivity, and green infrastructure compatibility.	1

MEETING NOTES

Base scope includes 20 planned consultant-attended meetings and workshops, including eight monthly client status check-ins and technical participation in two of the four community workshops led by the separately procured facilitator. To obtain scheduling efficiency and a collaborative decision-making process, Task 2, Task 3, and Task 5 topic- or key-group-specific meetings are proposed to be incorporated into Task 2 site reconnaissance meetings and/or the two full-day workshops where practical. Optional framework: up to two additional meetings, including one additional facilitator-led Task 4 community workshop with consultant participation to support the Recreation and Connectivity Framework, with the second intended to be integrated into base-scope reviews or workshops when practical to limit added effort.

ASSUMPTIONS & ITEMS FOR SCOPE CONFIRMATION

- The City will provide available prior plans, native CAD/GIS files, surveys, models, calculations, environmental reports, utility information, parcel data, monitoring data, and findings from the separate stormwater study.
- The four community workshops will be organized and led by the separately procured community facilitator. Our team's base scope includes preparation of content, materials, and participation in two priority workshops.
- The exact number and limits of green infrastructure BMPs advanced to 100 percent-level construction documents will be established after Task 5 and will be consistent with the negotiated budget and required investigations.
- Permit acquisition, agency application fees, property acquisition, easements, construction-phase services, and bidding administration are not included unless added during negotiation.
- Supplemental topographic or boundary survey, subsurface utility locating, geotechnical investigation, infiltration testing, environmental characterization, ecological assessment, or specialized hydraulic modeling will be included only to the extent established in the negotiated scope or subsequently authorized.
- Prior environmental, infiltration, wetland, survey, and engineering information will be treated as reference information until current applicability is confirmed.
- The design team will identify anticipated permits and prepare documents suitable for later permitting, but facilitation of agency approval is not included in this scope and cannot be guaranteed within the planning and design schedule proposed.
- The Optional Recreation and Connectivity Framework is conceptual and does not include detailed engineering of playgrounds, courts, structures, lighting, buildings, bridges, utilities, or other recreation facilities unless expressly added.
- The City will provide consolidated review comments and timely direction at each decision milestone.
- Substantial completion in April 2027 assumes timely authorization, access to source files, workshop scheduling, and City decisions. Final closeout is targeted for June 2027.
- Anything not enumerated in this scope of services is not included unless added later on.

04
References



References

PROJECTS: **St. Paul's Blue Greenway Design**

KEY PERSONNEL: **Tim Stromberg, Michael Stromberg, Lucinda Bartley, Feifei Huang**

FIRMS: **Stromberg/Garrigan & Associates, Inc. (SGA)**

REFERENCE:
Justin Shafer, Coastal Resilience Manager
City Manager's Office of Resilience
501 Boush Street
Norfolk, VA 23510
Phone: 757-282-8383
Email: Justin.Shafer@norfolk.gov

OTHER CONSULTANTS: SGA was a subconsultant to Moffit & Nichol, the Prime Engineering Consulting Firm retained by the City of Norfolk to design the hard-engineered pumping system associated with the tidal floodgate.

PROJECTS: **Wheeling Heritage Trail – Riverfront Park & Trailhead**

KEY PERSONNEL: **Michael Stromberg, Feifei Huang**

FIRMS: **Stromberg/Garrigan & Associates, Inc. (SGA)**

REFERENCE:
Nancy Prager, Director of Community Development
City of Wheeling, WV
1500 Chapline Street, Suite 305
Wheeling, WV 26003
Phone: 304-234-3701
Email: nprager@wheelingwv.gov

OTHER CONSULTANTS: SGA served as the Prime Consultant and was responsible for all site design, permitting, engineering, and cost-estimating. Thrasher performed surveying work and H&H study support. Montrose provided remediation permitting and WVDEP Voluntary Clean-up support.

PROJECTS: **Lorimer Park Ecological Landscape & Green Infrastructure Master Plan**

KEY PERSONNEL: **Lucinda Bartley, Feifei Huang**

FIRMS: **Stromberg/Garrigan & Associates, Inc. (SGA)**

REFERENCE:
John Mandracchia, Region Manager
Montgomery County Parks, Trails, and Historic Sites
Phone: (215) 947-3477
Email: John.Mandracchia@montgomerycountypa.gov

OTHER CONSULTANTS: SGA served as the Prime Consulting Firm. Toole Recreation Planning was a subconsultant on park programming and community outreach. This same team prepared the System-Wide Parks and Recreation Master Plan for the Jefferson County Parks & Recreation Commission.

PROJECTS:	**Ryan Resilience Lab Site and Living Shoreline Design**
KEY PERSONNEL:	**Tim Stromberg, Michael Stromberg, Lucinda Bartley, Feifei Huang**
FIRMS:	**Stromberg/Garrigan & Associates, Inc. (SGA)**
REFERENCE:	**Luísa Black Ellis,** Director of Resilience & Community Engagement Elizabeth River Project 4610 Colley Ave. Norfolk, VA 23508 Phone: (757) 828-4482 Email: lblack@elizabethriver.org
OTHER CONSULTANTS:	SGA served as a subconsultant to a local architecture firm. SGA was responsible for all site design and engineering with the exception of the floating dock design.

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05
Schedule



Schedule

The schedule below assumes authorization to proceed in November 2026 and reflects the refined reduced scope of services. The work is organized to complete baseline validation and opportunity assessment early, coordinate with the facilitator-led community engagement process, participate in two priority community workshops, prepare the Green Infrastructure Master Plan and prioritization package, select green infrastructure BMPs for design through Decision Milestone 3, and advance the selected BMPs through 60 percent design review and 100 percent-level construction documents. Substantial completion of the Green Infrastructure Master Plan and selected design packages is targeted for end of April/ early May 2027, with May and June 2027 reserved for consolidated review comments, completion of 100 percent-level construction documents, final plan production, and administrative closeout. The final schedule will depend on timely access to existing files, City decisions at each milestone, facilitator workshop scheduling, supplemental investigation needs, and the number and complexity of BMPs selected for detailed design.

Task / Phase	Months							
	1	2	3	4	5	6	7	8
Task 1: Project initiation, management, and status coordination								
Task 2: Existing information review, reconnaissance, and baseline validation								
Task 3: Stormwater, water quality, stream cooling, and GI opportunity assessment								
Task 4: Facilitator-led community engagement coordination, two priority consultant-attended workshops, and agency coordination								
Task 5: Draft Green Infrastructure Master Plan and prioritization								
Task 6: 100 percent-level construction documents for selected GI BMPs								
Final Green Infrastructure Master Plan production and administrative closeout								
Optional Recreation and Connectivity								

Schedule Notes: The timeline assumes Decision Milestone 1 occurs after baseline validation, Decision Milestone 2 occurs after the preliminary GI opportunity assessment, Decision Milestone 3 confirms the green infrastructure BMPs that will advance into Task 7, and Decision Milestone 4 occurs at the 60 percent design review. The facilitator-led community workshops assumes a tight calendar window from December through early February may need to be adjusted based on the facilitator's schedule, City availability, and desired sequencing of public input. Our team's participation is focused on two priority workshops. Work associated with the optional Recreation and Connectivity Framework is shown as concurrent with the master plan so that, if authorized, it can inform the draft plan without delaying selection of BMPs for detailed design.

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

Meeting: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2165: JMP Baker Hall Trust

Staff to provide an update on the Trust received in October.

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:
John K. Dorsey, Attorney at Law
West Virginia State Bar ID No. 1044
104 West Congress Street
P.O. Box 42
Charles Town, WV 25414
(304) 728-6000 (P)
(304) 728-1130 (F)
jdadmin@jdjdcpa.com

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: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2166: Parks Manager Position Vacancy

Operations Director Galleher will provide an update to the Board on candidate interviews.

ATTACHMENTS:

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

Meeting: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2167: Parks Master Plan

Discuss the upcoming Parks Master Plan RFP and potential changes to the previous RFP

ATTACHMENTS:

- Master_Parks_RFP_2023.pdf

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 electronic version 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: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2168: Charles Town Parks and Recreation Maintenance Plan

Review the draft maintenance plan with new board member.

ATTACHMENTS:

- CTown_P_R_Maintenance_Plan_-_Content_Guide_-_Draft_-_Apr_2026.pdf

Charles Town Parks & Recreation Maintenance Plan
- Content Guide -

1. Authorization: The Charles Town Board of Parks & Recreation has directed the Charles Town Parks Manager to draft a comprehensive parks maintenance plan.

Along with that directive this document has been issued from the board, to the Parks Manager in order to provide guidance on what items should be covered in the Charles Town Parks & Recreation Maintenance Plan. That document must include the below mentioned items, but it is not limited to those items.

2. Intent: To have a consolidated, comprehensive document that covers and guides the who, what, when, where, and why for all maintenance at Charles Town Parks.

The Charles Town Parks & Recreation Maintenance Guide would be:

- The authoritative SOP guiding regular and ongoing maintenance by Parks and City staff
- Valuable resource of information for Charles Town Board of Parks & Recreation to review when making decisions about budget, contracts, master planning, etc.

It is intended to be a living document, updated regularly by Parks Management, operating under the direction of the Charles Town Board of Parks & Rec. A resource that can be passed along from manager to manager, ensuring uninterrupted strategic maintenance of the Charles Town parks system.

3. General Maintenance To Be Documented & Prescribed:

- Mowing / trimming
- Regular Tree maintenance (arborist, stick/limb clean up)
- Brush/other rough clearing / maintenance
- Shrub maintenance
- Mulching (landscaping & play areas)
- Regular equipment inspections
- Snow removal (roads, parking, paths)
- Path maintenance
- Trash removal
- Watering
- Treatments (pest, fertilization, other)
- Disaster response (storm cleanup)
- Pool (Note: The pool will probably require a full SOP itself. That could be included in this document, or this document might directly link to the Pool SOP for maintenance related tasks. However, insofar as the *Parks & Rec Maintenance Guide* includes a high level table or schedule of regular maintenance tasks, pool related maintenance should be noted).

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4. Plan Should Include:

- Aerial maps with clearly marked paths, landscaped areas, equipment, etc
- Contract details (who is responsible, scope of work, frequency, costs, points of contact, links to relevant documentation (signed contracts, MOU's etc.))
- High level schedule / table for regular inspections, maintenance, contract renewals etc.
- System for keeping ahead of contract renewals, INS expirations, etc.
- Lists of relevant partners & contractors and their contact information
- Summary table showing general general main schedules, responsible parties, and links to more info.

Example A: Table showing parks, general maintenance, responsible parties, etc.

	Mowing & trimming	Mowing Cost	Mowing Frequency	Mowing Contract Expiration	**Mulching**	Mulching Cost	Mulching Frequency
Evitts Run Park	ABC mowing	Annual contract, $4k	1x week, Mar - Oct	5/1/2030	CTown Maint	$2 cubbed yard, about $2000 for both play grounds	1x yr
Jeff Memorial	123 mowing	$300 per visit	1x week, Mar - Oct	1/1/2028	Chips Mulch Services	$2 cubbed yard, about $5000 for both play grounds, Another $500 for landscaped areas	1x yr

Example B: A calendar or table tracking routine maintenance.

	Grounds	**Equipment**	**Pool**	**Contracts**	**Other**
Feb	Arborist walk through (all parks)	Inspect: -bridges -pavilions		Review all mowing contracts, present to board	
Mar	Check mulch at: -playgrounds -andscaped areas -mulched paths Trim landscaped shrubs	Inspect: -playgrounds -trash receptacles -water stations -bathrooms	See Pool SOP: -Spring Cleaning -Pool deck equipment -Concessions equipment -Start advertising for staff	Finalize mowing contracts	FOHR events tag up
Apr	Cut back growth from walking paths Weekly mowing starts		See Pool SOP: - Pool systems check		
May	Clear undergrowth from play spaces along Evitts run creek (Willingham, Evitts Run, Happy Retreat)		See Pool SOP: -Routine daily, weekly, monthly operations maint.		

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

Meeting: 11/12/26
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2026-2169: Parks Update

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

ATTACHMENTS: