CITY OF CHARLES TOWN
BOARD OF PARKS AND RECREATION
AGENDA • JANUARY 25, 2024

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

101 E Washington Street, Charles Town, WV 25414

1. CALL TO ORDER

2. APPROVAL OF MINUTES

: **2024-62** Approval of Minutes - November 30, 2023
P&R Report_ November 30, 2023.pdf

3. UNFINISHED BUSINESS

: **2024-63** Thrasher Engineering Pool Contract - Discussion/Possible Action
WVCode-Â§8-21-13_bonds_ParksAndRec.pdf
B101 Jefferson Park Pool Reno Agreement.pdf

: **2024-64** Skate Park Project - RFP from artists and discussion/possible action.
SkateParkMap.PNG

: **2024-65** Parks and Recreation Goals and Objectives for 6-month Outlook
City Parks Strategic Plan _2019.pdf

4. NEW BUSINESS

:

2024-66 Update of Parks and Recreation Commission Finances and Capital Budget Items - Discussion/Possible Action

- to include discussion/possible action on remaining funding in FY24 Capital Budget

- to include discussion of budget requests for FY25
FY2024 Capital Reserve Fund Budget Rev#1.xlsx

: **2024-68** Review of Articles 138 and WV Code 8-21.
WV Code Â§8-21.docx
charlestown-wv-1.pdf

: **2024-69** Officer Elections for 2024

: **2024-70** Meeting Schedule for 2024

: **2024-67** City Parks Updates: Jefferson Memorial Park; Evitts Run Park; Happy Retreat; Willingham Knolls; Skate Park

5. ADJOURNMENT

6. **NOTICE: The Public May View the Meeting Live by Clicking on the Event Link at: https://www.charlestownwv.us/government/agendas-and-minutes/**

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Report
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-62 Approval of Minutes - November 30, 2023

November 30, 2023 Minutes

ATTACHMENTS:

- P&R Report_ November 30, 2023.pdf

City of Charles Town
Parks and Recreation Commission

I. CALL TO ORDER: Thursday November, 30 2023 at 6 PM - City Hall

Persons Present: *Commissioners:* Nick Zaglifa, James Kratovil, Elizabeth Ricketts, Mike Slover, Nathan Hartman (*Zoom*), Trudy Roth (*Zoom*); *Staff:* Alissa Meeks; *Guests:* Kennie (National Fitness Campaign), John Maxey, Carlo Olivares

II. APPROVAL OF MINUTES

III. UNFINISHED BUSINESS

2023-1070: Thrasher Engineering Pool Contract

Commissioners discussed minor changes to the contract and approved Staff to work to execute an agreement with Thrasher on the Jefferson Memorial Park pool project. Compensation for Basic Services is based on a stipulated sum/percentage basis proportional to the phases of the project. The Schematic Design phase services will be $40,000. Motion to remove from table: Kratovil/2nd: Slover; Motion to authorize staff to enter contract: Kratovil/2nd: Slover

Recommendation to Council: *Information only.*

IV. NEW BUSINESS

2023-1071: National Fitness Campaign

Commissioners heard a presentation from the National Fitness Campaign, which provides fitness courts with outdoor exercise equipment through public-private partnerships. The total cost is estimated between $150,000 and $220,000. No action was taken by the commission.

2023-1072: Blue Ridge Watershed Coalition - John Maxey Presentation

The commissioners heard from John Maxey from Data Direct on behalf of the Blue Ridge Watershed Coalition. This presentation had previously been given to the City Council and members of the commission had concerns specific to the study's findings on Evitts Run Park and Willingham Knolls Park.

2023-1073: Skate Park Project - RFP from Artists

The commission moved to have staff develop a call for artists interested in a project to resurface the Charles Town Skate Park with an art project.

Motion: Kratovil/2nd: Slover

2023-1074: Augustine Avenue Trail Phase 3

The commissioners received an update about the proposed Phase 3 trail elements.

2023-1075: Park Updates

The Little Library box at Jefferson Memorial Park is broken. Commissioner Zaglifa will speak to the Girl Scout members that built it.

V. ADJOURNMENT at 7:31 PM - **Next meeting**: Thursday, January 25th at 6PM at City Hall.

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Contract
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-63 Thrasher Engineering Pool Contract - Discussion/Possible Action

Thrasher Engineering Pool Contract - Discussion/Possible Action

ATTACHMENTS:

- WVCode-Â§8-21-13_bonds_ParksAndRec.pdf
- B101 Jefferson Park Pool Reno Agreement.pdf

WEST VIRGINIA CODE: §8-21-13

§8-21-13. Public park and recreation bonds.

Every city is hereby empowered and authorized to issue, in the manner prescribed by law, bonds for the purpose of raising funds to establish, construct, improve, extend, develop, maintain or operate, or any combination of the foregoing, a system of public parks and recreational facilities for such city, or to refund any bonds of the city, the proceeds of which were expended in the establishing, constructing, improving, extending, developing, maintaining or operating of such public park and recreation system, or any part thereof. Any bonds issued for any of the purposes stated in this section shall contain in the title or subtitle thereto the words "public park and recreation bonds," in order to identify the same, and shall be of such form, denomination and maturity and shall bear such rate of interest as shall be fixed by ordinance of the governing body of the city. The governing body may provide for the issuance of bonds for other lawful purposes of the city in the same ordinance in which provision shall be made for the issuance of bonds under the provisions of this section. The board shall pay all of the costs and expenses of any election which shall be held to authorize the issuance of public park and recreation bonds only. The costs and expenses of holding an election to authorize the issuance of public park and recreation bonds and bonds for other city purposes shall be paid by the board and the city respectively, in the proportion that the public park and recreation bonds bear to the total amount of bonds authorized.

Whenever the governing body of the city and the requisite majority of the legal votes cast at the election thereon shall authorize, in the manner prescribed by law, the issuance of bonds for the purpose of establishing, constructing, improving, extending, developing, maintaining or operating, or any combination of the foregoing, a system of public parks and recreational facilities for the city, or for refunding any outstanding bonds, the proceeds of which were applied to any of said purposes, said bonds shall be issued and delivered to the board to be by it sold in the manner prescribed by law, and the proceeds thereof shall be paid into the treasury of the board, and the same shall be applied and utilized by the board for the purposes prescribed by the ordinance authorizing the issuance of such bonds. In any ordinance for the issuance of bonds for such purposes, it shall be a sufficient statement of the purposes for creating the debt to specify that the same is for the purpose of establishing, constructing, improving, extending, developing, maintaining or operating, or any combination of the foregoing, a public park and recreation system for the city, without specifying the particular establishment, construction, improvement, extension, development, maintenance or operation contemplated; but an ordinance for refunding bonds shall designate the issue and the number of bonds which it is proposed to refund.

www.legislature

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Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty fifth day of January in the year Twenty Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Charles Town
101 E Washington Street
Charles Town, WV 25414
Telephone Number: 304-725-2311

and the Architect:
(Name, legal status, address and other information)

The Thrasher Group, Inc.
PO Box 940
600 White Oaks Blvd.
Bridgeport, WV 26330
Telephone Number: (304) 624-4108
Fax Number: (304) 624-7831

for the following Project:
(Name, location and detailed description)

Jefferson Memorial Park Pool Renovations
Charles Town, WV

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program for this project was developed through an effort to renovate the existing pool and pool house in a planning document provided by another consultant. A programmatic site visit was also performed with City of Charles Town Staff with Thrasher to review existing conditions and develop ideas for the project. The project will involve the renovation of the pool facilities including the pool, bathroom / locker room facilities, vehicular and pedestrian circulation, parking area, and previously undeveloped areas of the pool property. It is understood that the wish list includes shaded areas, concession improvements, entry improvements, a splash pad, and other user amenities.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project will involve the renovation of the existing pool house and locker room facilities to improve functionality and accessibility. This will also be used as an opportunity to improve the lifeguard areas and entry space into the pool facilities. The pool will be replaced and possibly slightly reconfigured to improve accessibility. Shaded seating areas and concession improvements are also included in this scope of work as well as other user amenities identified in the schematic design phase of the project.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

At the present time we understand the owners budget for the project is flexible and will be determined by the schematic design phase of this contract. This budget will be refined through the schematic design process and catered to available local and grant funds for the project.

§ 1.1.4 The Owner's anticipated design and construction dates:

*(Paragraphs deleted)*The owner anticipates the project being complete and operational by Summer of 2025.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The owner intends to competitively bid the project through a design / bid process. It is anticipated that one general contractor will be responsible for the entirety of the work in a single contract.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: N/A
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Alissa Meeks
Director of Community Development
101 E Washington Street
Charles Town, WV 25414
Telephone Number: (304) 724-3253

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(Paragraph deleted)
City of Charles Town Parks and Recreation Commission

§ 1.1.9 The Owner shall retain the following consultants and contractors: N/A
(List name, legal status, address, and other contact information.)
(Paragraphs deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Samuel Rich, PLA
Principal
P.O. Box 940
Bridgeport, WV 26330
304-848-6490

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Aquatics Engineer:

Counsilman-Hunsaker
10733 Sunset Office Drive
Suite 400
Saint Louis, MO 63127

.2 Geotechnical Engineer:

NGE
50 MacCorkle Avenue, West
(Paragraphs deleted)
St. Albans, WV 25177

§ 1.1.11.2 Consultants retained under Supplemental Services: N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million ($ 1,000,000) for each occurrence and Two Million ($2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million ($1,000,00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million ($1,000,000) each accident, One Million ($1,000,000) each employee, and One Million ($1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million ($5,000,000) per claim.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. The Architect shall also provide civil engineering, landscape architecture, and interior design services necessary to successfully assemble a full package of construction documents necessary for bidding and constructing the project as part of the Basic Services for this contract. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

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provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

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.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated,

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installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

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appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	Included in Basic Services
§ 4.1.1.4 Existing facilities surveys	Included in Basic Services
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	Included in Basic Services
§ 4.1.1.10 Architectural interior design	Included in Basic Services
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Architect
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	Owner
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Included in Basic Services
§ 4.1.1.25 Fast-track design services	Architect
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Architect

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

TBD

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

TBD

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- **.2** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.3** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.5** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- **.6** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- **.7** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.8** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.9** Evaluation of the qualifications of entities providing bids or proposals;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- **.11** Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 12 visits to the site by the Architect during construction

.3 1 inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 1 inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Additional Services will be charged on a time and materials basis utilizing Thrasher standard rates. The Architect shall notify the owner in the event of any anticipated overages ahead of performing the work and will request authorization to perform these services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other

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improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work,

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and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's

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consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

$0

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum.

Basic Services = $40,000

Total estimated Basic Services to be determined and currently estimated at $330,000. See breakout below.

(Paragraphs deleted)

The fee above is based on an estimate of the anticipated construction costs for the project. This contract will authorize the architect to proceed with only the schematic design phase of the project so that the intended construction scope of work and budget for the project can be refined. This contract will be amended once schematic design is approved and the project moves forward with construction documents.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	$40,000
Design Development Phase	TBD - $120,000
Construction Documents Phase	TBD - $80,000
Procurement Phase	TBD - $15,000
Construction Phase	TBD - $75,000
Total Basic Compensation	$330,000

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached Standard Rates

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Interest shall be equal to one and one half percent (1.5%) per month (18% APR)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	*(Printed name, title, and license number, if required)*

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THRASHER

2024 Rate Schedule

DESCRIPTION	RATE	UNIT
Engineering Services		
Principal Engineer	$275.00	HOUR
Sr. Project Manager	$210.00	HOUR
Project Manager II	$190.00	HOUR
Project Manager I	$170.00	HOUR
Assistant Project Manager	$155.00	HOUR
Sr. Project Engineer	$170.00	HOUR
Project Engineer II	$155.00	HOUR
Project Engineer I	$140.00	HOUR
Staff Engineer	$115.00	HOUR
Project Coordinator	$135.00	HOUR
Engineering Technician II	$115.00	HOUR
Engineering Technician I	$100.00	HOUR
Sr. Designer	$155.00	HOUR
Designer	$135.00	HOUR
CADD Technician II	$115.00	HOUR
CADD Technician I	$95.00	HOUR
Sr. Structural Engineer	$210.00	HOUR
Sr. Structural Designer	$180.00	HOUR
Structural Engineer I	$150.00	HOUR
Architectural Services		
Principal Architect	$250.00	HOUR
Senior Architect	$235.00	HOUR
Architect	$210.00	HOUR
Project Architect	$145.00	HOUR
Staff Architect	$130.00	HOUR
Senior Project Designer	$175.00	HOUR
Design Professional III	$130.00	HOUR
Design Professional II	$110.00	HOUR
Design Professional I	$90.00	HOUR
Construction Admin Specialist	$155.00	HOUR
Architecture Technician	$75.00	HOUR
Sr Landscape Architect	$145.00	HOUR
Landscape Architect	$125.00	HOUR
Landscape Designer	$105.00	HOUR

DESCRIPTION	RATE	UNIT
Environmental Services		
Sr. Environmental Project Manager	$185.00	HOUR
Licensed Remediation Specialist	$185.00	HOUR
Environmental Project Manager III	$170.00	HOUR
Environmental Project Manager II	$155.00	HOUR
Environmental Project Manager I	$140.00	HOUR
Environmental Scientist II	$120.00	HOUR
Environmental Scientist I	$105.00	HOUR
Environmental Technician II	$90.00	HOUR
Environmental Technician I	$80.00	HOUR
Professional Geologist	$185.00	HOUR
Staff Geologist	$115.00	HOUR
Asbestos Manager	$125.00	HOUR
Survey Services		
Principal Survey Manager	$250.00	HOUR
Senior Survey Manager	$165.00	HOUR
Survey Project Manager	$145.00	HOUR
Assistant Survey Project Manager	$130.00	HOUR
Survey Coordinator	$115.00	HOUR
1-Person Crew	$95.00	HOUR
2-Person Crew	$145.00	HOUR
Sr. Mapping Project Manager	$210.00	HOUR
Mapping Project Manager	$155.00	HOUR
Assistant Mapping Project Manager	$135.00	HOUR
Stereo Compiler II	$115.00	HOUR
Stereo Compiler I	$95.00	HOUR
GIS Specialist	$140.00	HOUR
GIS Analyst	$125.00	HOUR
GIS Technician II	$110.00	HOUR
GIS Technician I	$95.00	HOUR
Construction Services		
CS Market Leader	$175.00	HOUR
Senior Construction Manager	$135.00	HOUR
Construction Manager	$120.00	HOUR
Senior Project Representative	$105.00	HOUR
Project Representative II	$95.00	HOUR
Project Representative I	$85.00	HOUR
Material Testing Tech	$85.00	HOUR
Laboratory Manager II	$110.00	HOUR
Laboratory Manager I	$100.00	HOUR
Laboratory Supervisor	$90.00	HOUR
Laboratory Technician	$80.00	HOUR
I&I Manager	$115.00	HOUR
2 Person I & I Crew (Includes equipment)	$275.00	HOUR
E&S/SWPPP Documentation	$100.00	HOUR

DESCRIPTION	RATE	UNIT
Laboratory Testing		
Standard Proctor (ASTM D698)	$225.00	EACH
Modified Proctor (ASTM D1557)	$300.00	EACH
Atterberg Limits (ASTM D4318)	$150.00	EACH
Hydrometer Analysis (ASTM D422)	$300.00	EACH
Compression Testing (Concrete / Grout / Mortar Cubes / Co)	$22.00	EACH
Compression Testing (Masonry Blocks)	$300.00	SET OF 3
Complete Soils Classification (ASTM D2487)	$575.00	EACH
Floor Flatness Equipment	$100.00	DAY
Asphalt/Concrete Core Drill	$350.00	DAY
Reproduction of Drawings		
Printed Copies (11" x 17")	$0.50	SHEET
Printed Copies (22" x 34")	$1.10	SHEET
** Reproduction in excess of the normal project requirement of three (3) sets of final construction drawings*		
Administrative	$65.00	HOUR
Accounting	$90.00	HOUR
Intern	$70.00	HOUR
Equipment		
Robot-GPS	$125.00	DAY
ATV/UTV (FourWheeler)	$50.00	DAY
Drone	$80.00	DAY

Miscellaneous Notes

1) *Overtime rate of 1.5x applies after 40 hours and weekends, Overtime rate of 2.0x on Holidays.*

2) *Fees will be billed per schedule above for time the work is performed. Out of pocket expenses will be reimbursed at cost, necessary mileage will be reimbursed at the federal rate in effect at the time the work is performed plus 20% and per diem will be reimbursed at the federal rate in effect at the time work is performed.*

3) *Expert Witness Testimony required by Client will be billed at an hourly rate plus 20% for the Classification required.*

4) *Miscellaneous services and expenses required by the Engineer to complete specialty services required by the client and to expedite project delivery. Engineering Consultants, Geotechnical, Land & Right of Way Acquisition, Specialized Inspection Services, Environmental, Historical & Cultural Surveys, Timber Appraisals, etc. will be billed on a cost plus 15% basis. Hourly Rates are subject to overtime at a rate of 1.5x after 40 hour and weekends, and 2.0x on holidays.*

5) *Projects bid as lump sum, or not to exceed, are based on a scope of work provided by respective project managers for the Client and agreed upon by both Parties. Rates may differ from the rate schedule provided, due to specific details outlined in the project scope. All out of scope work will be invoiced based on the rate schedule provided.*

6) *Rates are subject to periodic revision.*

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-64 Skate Park Project - RFP from artists and discussion/possible action.

Skate Park Project - RFP from artists and discussion/possible action.

ATTACHMENTS:

- SkateParkMap.PNG

Evitts Run

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-65 Parks and Recreation Goals and Objectives for 6-month Outlook

September 2023 Minutes: It was confirmed #1 priority remains the Jefferson Memorial Park pool project. Other items included continuing to pursue installation of foot bridges at Happy Retreat and Evitts Run Park and planning for more courts for racket sports. Planning for the tennis programming for next season should start earlier in order to address some efficiency issues with the

program. Programming of parks generally will be looked at as a goal by the commissioners.

ATTACHMENTS:

- City Parks Strategic Plan _2019.pdf

CITY OF CHARLES TOWN

PARKS AND RECREATION

STRATEGIC AND SPENDING PRIORITIES PLAN

Approved: May 2, 2019

Attachment: Strategic Plan - Adopted May 2, 2019 (3379 : Strategic Planning - Purpose of Parks)

The Charles Town Parks and Recreation Board ("Board") has established this Strategic and Spending Priorities Plan to outline our shared vision for fulfilling its purposes. This document helps establish a clearer direction, sets program and spending priorities, and prepares the city for its future.

The purpose of the Board is outlined in Article 138.01 of the City of Charles Town Codified Codes, and states that the Board is to construct, improve, extend, develop, maintain, and operate a city public parks and recreation system. The near-term plan for doing that is outlined below.

EXISTING PARKS AND RECREATIONAL FACILITIES

The city's public parks are critically important to establishing and maintaining the quality of life in our community, ensuring the health of families and youth, and contributing to the economic and environmental well-being of the town and region.

The Board currently owns and operates five city parks that are open daily from dawn to dusk for public use and enjoyment. Most all facilities can be rented for private parties or other events through an application process with the city.

Each of the city's parks contributes immensely to the quality of life in our community but in different ways. A brief description of each park, its primary amenities, and general purpose are outlined below.

Charles Town Skate Park



Opened in the spring of 2008, the Charles Town Skate Park is the only facility of its kind in Jefferson County. It features a half-pipe, quarter-pipe, grind rail, bank rail, stairs, picnic table, and other equipment with a steel riding surface, the park is usable for skaters of all levels. Two benches and a picnic table also provide seating for spectators.

Located on the former Maytag parking lot in downtown Charles Town, the entrance to the park is located at the corners of West and North Streets. Use of the park is free to the public but skating is done strictly at your own risk. Funding for the park was

Attachment: Strategic Plan - Adopted May 2, 2019 (3379 : Strategic Planning - Purpose of Parks)

provided through a grant from the Land Water Conservation Fund and a match from city funds. Other funding to establish the park was provided by the Governor's Partnership Program, Arcadia Building Corp., and the Jefferson County Youth Board.

As the name implies, the primary purpose of this park is to provide specialized amenities that are particularly attractive to young children and teenagers. These features could be expanded to include a BMX facility that complements the skate park. Future amenities could include a path to the Ranson Civic Center and a trail and connecting bridge to nearby Evitts Run Park.

Evitts Run Park



Purchased from the Jefferson County Parks and Recreation Board in 2006, Evitts Run Park is approximately a two-acre park located in downtown Charles Town. It is accessible on foot via a pedestrian entrance in the 400 block of W. Washington Street or by vehicle via W. Liberty Street.

The park features a recently resurfaced regulation basketball court, a second multi-use court, a recently installed play structure, and other playground equipment. It also features benches, picnic tables, an outdoor grill, and two pavilions. Fishing is permitted in Evitts Run.

In 2009, the Charles Town and Ranson parks boards developed a master plan for the expansion and improvement of Evitts Run Park, the Charles Town Skate Park, and the Ranson Civic Center. While conceptual in nature, the purpose of the master plan for Evitts Run Park is to create a destination-oriented community park that provides a full set of park services to residents on the west side of town. Future amenities for this park could include amphitheater style seating in the hillside to create an outdoor entertainment venue.

Attachment: Strategic Plan - Adopted May 2, 2019 (3379 : Strategic Planning - Purpose of Parks)

Happy Retreat/Craighill Estates



In 2011, approximately 13 acres of land along Evitts Run in the Craighill Estates subdivision was deeded to the Board. The parcel includes the gravesites of Charles Town's founder, Charles Washington, and his wife, Mildred. The parcel is adjacent to the Happy Retreat property, the home of Charles and Mildred Washington. It includes a hard-surface walking trail.

In 2015, the Board purchased approximately 10 acres of land adjacent to the Happy Retreat property, connecting the Craighill parkland and gravesites to Happy Retreat. The historic mansion and another two acres of land surrounding it were purchased by the Friends of Happy Retreat, a non-profit organization established in 2005 to acquire the property and put it into public use.

Acquisition of these parcels allows for the future potential establishment of a linear park through Charles Town along Evitts Run, connecting the existing Evitts Run Park with Happy Retreat using pedestrian-friendly recreational pathways. The primary purpose of this park is to attract people who are interested in learning more about the history of Charles Town and its founding family. The park also serves as a gathering spot for large, outdoor gatherings. Future uses for this park could include connecting with neighboring land with the Board of Education to create a field for youth soccer.

Attachment: Strategic Plan - Adopted May 2, 2019 (3379 : Strategic Planning - Purpose of Parks)

Jefferson Memorial Park



Located between S. Mildred and Morrison Streets, Jefferson Memorial Park is an 11.6-acre park, established in 1949 through a donation from the late Dr. and Mrs. G.P. Morrison. Until recently, it has been owned and operated by Jefferson Memorial Park Corporation, a non-profit, 501 (c)(3) organization and managed by a volunteer board of directors.

Through a multi-year, cooperative effort between the Board and the Jefferson Memorial Park Board, the city purchased the park for $1 in July 2011 and now operates it for public use and enjoyment. The park features a hard-surface walking trail, three tennis courts, two basketball courts, two playground areas, four pavilions, a veteran's memorial, and an outdoor swimming pool – the only such facility currently located in Jefferson County.

The purpose of this community park is to provide a primary location for swim and tennis programs for youth and adults. Other features in the park make it an attractive park for family-oriented events and general recreational purposes.

Willingham Knolls Park



p

Attachment: Strategic Plan - Adopted May 2, 2019 (3379 : Strategic Planning - Purpose of Parks)

This 66-acre park was deeded to the Board in 2006 by Arcadia Building Corp. It is located on Old Cave Road near the intersection of Route 340. Willingham Knolls features a 0.6 mile hard-surface walking trail, benches, and footbridges over Evitts Run, which flows through the southeast portion of the park.

The purpose of this park is primarily a passive, recreational park. Future uses for the park could include the addition of frisbee golf amenities and a destination for live action role playing.

Parks and Recreation Priorities

In 2017, the Board identified the following seven (7) categories as areas of interest for future park investments. Since that time, the Board has added detail to the categories and identified specific projects for funding. The following list of projects and ideas represents a complete list of items mentioned but is not yet prioritized to reflect the highest needs of the Board.

Pool Improvements

- Perhaps the old restroom facility or the current "kiddie" pool at Jefferson Memorial Park could be used as the site for a newly constructed splash pad.

- Stripe the parking lot and add handicap parking spaces.

Trail Connectivity

- The city has received $3k to $4k in grant assistance to improve the trails at Happy Retreat. The type of trail still needs to be determined but an impervious trail was discussed and may also help meet another Board objective to improve park accessibility.

- Happy Retreat's trail doesn't feel like a public space yet because it is not inviting and there is nothing that draws you to the trail.

Budget and Revenues

- It is important for the city to expand upon its relationship with the business community and Jefferson County Parks and Recreation to leverage additional resources to support the municipal parks and increase programming opportunities.

- The city needs to examine if the park mosaic can be considered a match for other funding.

Park Accessibility

- Improving park accessibility at Evitts Run Park would not be difficult. Connecting the parking lot to the pavilions should be a priority.

Park Planning

- A parking lot and sidewalks are needed at Happy Retreat.

Attachment: Strategic Plan - Adopted May 2, 2019 (3379 : Strategic Planning - Purpose of Parks)

- A bridge is needed to connect Happy Retreat with the Craighill Estates walking trail.

- The strategic investment in new park land, particularly to service the soon-to-be annexed land into the city, needs to be a priority.

- Begin replacing wood picnic tables with more durable, composite plastic tables.

- A boundary survey of Evitts Run is needed to determine the existing footprint and protect against encroachments from neighboring property owners.

- A larger scale community and recreation center should be a long-term consideration for the city.

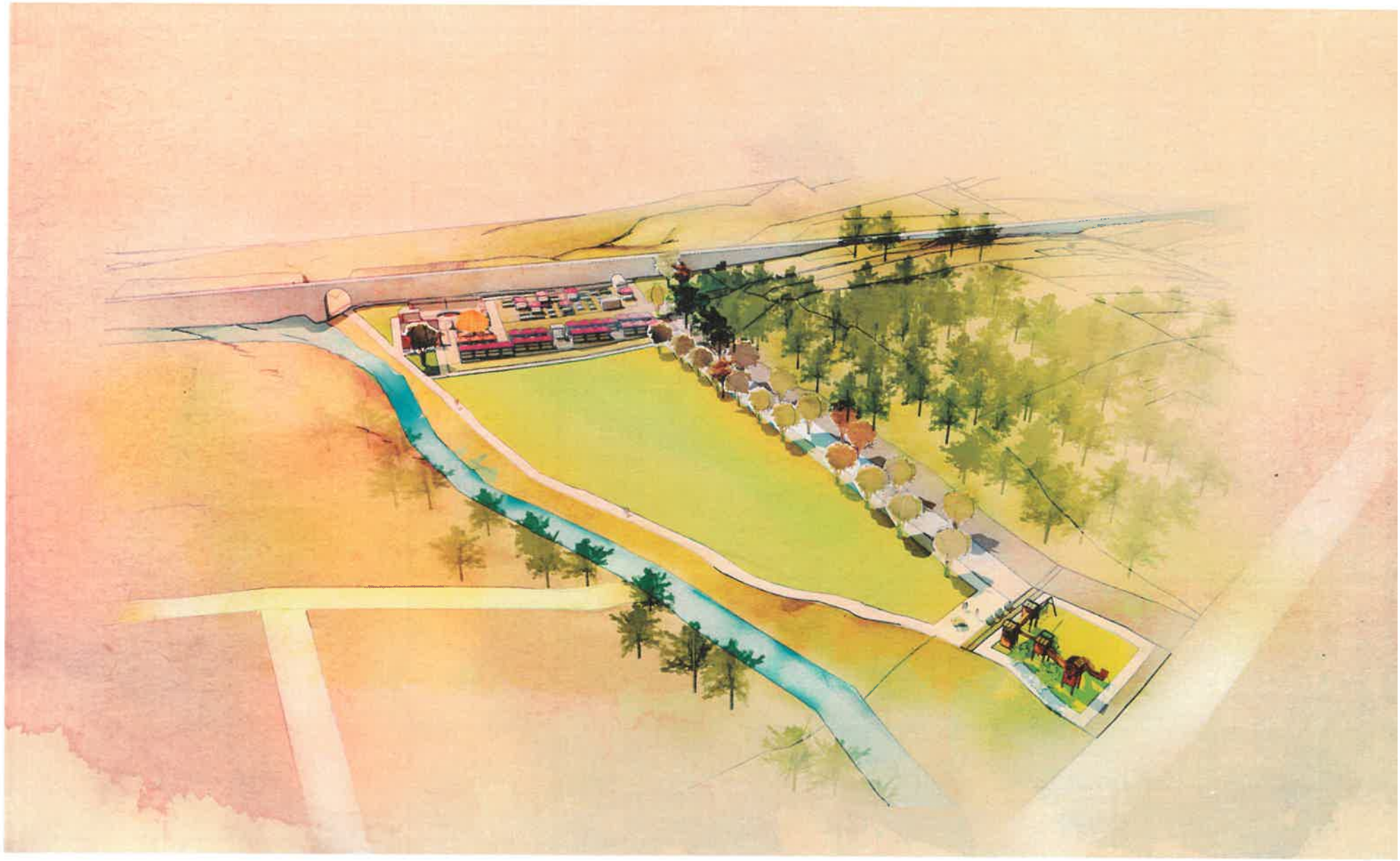
Grants for Projects

- A seating area around the mural at Evitts Run could be used as an outdoor teaching space.

Volunteer Efforts

- Encourage people who walk/run through the city to become community ambassadors that pick up and dispose of trash.

Attachment: Strategic Plan - Adopted May 2, 2019 (3379 : Strategic Planning - Purpose of Parks)







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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-66 Update of Parks and Recreation Commission Finances and Capital Budget Items - Discussion/Possible Action

- to include discussion/possible action on remaining funding in FY24 Capital Budget

- to include discussion of budget requests for FY25

Update of Parks and Recreation Commission Finances and Capital Budget Items - discussion/possible action

- to include discussion/possible action on remaining funding in FY24 Capital Budget

- to include discussion of budget requests for FY25
* Deadline for Department Heads to submit forms for requests to Finance Department by Feb 9, 2024.

ATTACHMENTS:
- FY2024 Capital Reserve Fund Budget Rev#1.xlsx

the city of Charles Town, WV

FY2024 Capital Budget with Proposed Revision #1
Finance Committee 7/12/2023

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 06/30/2023	FY24 Proposed	FY 23-24 Difference	Future Year Expenditures if Applicable	Notes and Explanations
1	SALES TAX								
2	Cash Balance @ July 1	$ 2,053,036	$ 2,359,382	$ 2,355,630	$ 2,355,630	$ 3,138,925	$ 783,295	$ -	FY24 Proposed is estimated Year End Sales Tax Balance for FY23 Budget Column
3	Sales Tax Revenue	$ 1,483,366	$ 1,626,378	$ 1,600,000	$ 1,762,308	$ 1,600,000	$ -	$ -	
4	Interest Revenue	$ 15,073	$ 10,890	$ -	$ 20,987	$ -			
5	Total Revenues	$ 3,551,475	$ 3,996,649	$ 3,955,630	$ 4,138,925	$ 4,738,925	$ 783,295	$ -	
6									
7	Proposed Capital Projects								
8	Charles Washington Hall	$ 200,004	$ 200,004	$ 200,004	$ 200,004	$ 200,004	$ 200,004	$ 200,004	Sales Tax Fund provides semi-annual contributions to General Fund to reimburse Building Commission for monthly
9	Municipal Annex Facility	$ 124,692	$ 124,692	$ 124,692	$ 124,692	$ 124,692	$ 124,692	$ 124,692	lease expenses via rent payments, instead of reimbursing CTBC directly.
10	Capital Expenses	$ 324,696	$ 324,696	$ 324,696	$ 324,696	$ 324,696	$ 324,696	$ 324,696	
11									
12	Other Expenditures								
13	Transfer to Operating Budget	$ 775,304	$ 1,232,919	$ 675,304	$ 675,304	$ 1,275,304	$ 600,000	$ -	Capital Projects + Transfer = the amount transferred to the operating budget
14	Subtotal Other Expenditures	$ 775,304	$ 1,232,919	$ 675,304	$ 675,304	$ 1,275,304	$ 600,000	$ -	
15									
16	Total Capital Expenses - Sales Tax Account.....	$ 1,100,000	$ 1,557,615	$ 1,000,000	$ 1,000,000	$ 1,600,000	$ 600,000	$ -	
17									
18	Estimated Year End Sales Tax Account Balance	$ 2,451,475	$ 2,439,034	$ 2,955,630	$ 3,138,925	$ 3,138,925	$ 183,295		
19									
20	STREET IMPROVEMENTS								
21	Cash Balance	$ 1,194,015	$ 1,313,239	$ 1,456,060	$ 1,456,060	$ 1,288,785	$ (167,275)	$ -	FY24 Proposed is actual Year End Repaving Account Balance for FY23 Budget Column; Includes Summit Repaving, Debt Service Reserve, and 1999 Sinking Fund totals.
22	Street Fees	$ 140,348	$ 129,567	$ 125,000	$ 121,869	$ 130,000	$ 5,000	$ -	*** June Repaving XFR will be received in July
23	Interest Revenue	$ -	$ 2,598	$ -	$ 27,862	$ -			
24	Total Revenues	$ 1,334,363	$ 1,445,404	$ 1,581,060	$ 1,605,790	$ 1,418,785	$ 111,041	$ -	
25									
26	Proposed Capital Projects								
27	Street Improvements	$ -	$ 12,400	$ 300,000	$ 317,006	$ 350,000	$ 50,000	$ -	
29	Total Capital Project Expenses	$ -	$ 12,400	$ 300,000	$ 317,006	$ 350,000	$ 12,400	$ -	
30									
31	Estimated Year End Balance ..	$ 1,334,363	$ 1,433,004	$ 1,281,060	$ 1,288,785	$ 1,068,785	$ (212,275)	$ -	Ordinance requires that street fees can only be used for street improvements. Balance must remain in an acct. solely devoted to such improvements (i.e. consolidate into Summit Repaving Acct).
32									

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 06/30/2023	FY24 Proposed	FY 23-24 Difference	Future Year Expenditures if Applicable	Notes and Explanations
33	CAPITAL RESERVE ACCOUNT								
34	Cash Balance @ July 1	$ 1,478,619	$ 1,252,618	$ 2,053,812	$ 2,053,812	$ 2,565,178	$ 511,366	$ -	FY24 Revised Cash Balance/Carryover (Revenue - Expenses)
35	Gaming Lottery Transfers from General Fund	$ 781,704	$ 1,068,975	$ 850,000	$ 889,557	$ 557,680	$ (292,320)	$ -	Revenues collected from video gaming and lottery (minus operating expenditures previously paid be Capital Fund and now paid by General Fund) are transferred to the Capital Reserve Account and used to fund capital improvement projects. Another $100k from Operating Account 444 is transferred directly to the streets budget below).
36	*Developer Fees - Restricted*	*$ 8,083*	*$ 96,100*	$ -	*$ 151,560*	*$ 100,000*	*$ 100,000*	$ -	*$255,743 aggregate Developer Fee balance from FY21-FY23 restricted for 5 capital expenditure categories*
37	*COPS Technology Grant - Restricted*	$ -	$ -	$ -	$ -	*$ 100,000*	*$ 100,000*	$ -	*$400K grant for PD technology purchases for award period FY2024 - FY2027*
38	Interest on Accounts	$ 9,662	$ 11,100	$ -	$ 47,487	$ 35,000	$ 35,000	$ -	
39	Miscellaneous Revenues (Minor Grants, Asset Disposal, Claims, Etc.)	$ 171,542	$ 126,461	$ 42,040	$ 181,661	$ -	$ (42,040)	$ -	
40	Revenues	$ 2,449,610	$ 2,555,254	$ 2,945,852	$ 3,324,077	$ 3,357,858	$ 412,006	$ -	
41									
42	Ongoing City Capital Projects/Investments								Notes
43	Public Safety Vehicles	$ 110,790	$ 111,386	$ 288,800	$ 286,211	$ 67,500	$ (221,300)		FY24 Vehicles purchased in FY23; funding requested: $54,500 for equipment covered under DOJ COPS EQUIP grant, $13,000 for Vehicle Labor and Graphics Cost not covered by DOJ grant
44	Public Safety Equipment	$ 16,197	$ 27,285	$ 56,000	$ 38,070	$ 108,112	$ 52,112		funding requested: $81,600 for equipment covered under DOJ COPS EQUIP grant ($13.6K for pursuit stop stick, $34K for trauma kits, $34K for ballistic shields), $5,512 for taser not covered by DOJ grant, $21,000 in reserve funding for future FY equipment purchases
45	Technology Upgrades	$ 206,385	$ 127,592	$ 100,000	$ 182,310	$ 105,000	$ 5,000		Staff to develop a more detailed equipment replacement plan; FY24 Requests are $100K for general upgrades, $5K for vacant structure software
46	Other Park Upgrades	$ -	$ -	$ 50,000	$ -	$ -	$ (50,000)		
47	Public Arts District	$ -	$ 6,000	$ 10,000	$ 7,400	$ -	$ (10,000)		FY2023 expenditures for wayfinding design services ; Support for permanent/juried art in the CT Arts District;
48	Grant Matching Funds	$ 97,975	$ 70,000	$ 50,000	$ -	$ -	$ (50,000)		
49	Charles Street Flooding & Arts District	$ -	$ -	$ 75,000	$ -	$ 50,000	$ (25,000)		
50	Basic Stormwater Improvements	$ -	$ 1,336	$ 50,000	$ 9,900	$ 25,000	$ (25,000)		Funding for minor stormwater improvements that may be needed of the course of FY2024.
51	Parking Lot Improvements	$ 50,000	$ 25,000	$ -	$ -	$ -	$ -		
52	Parks Improvements	$ 89,863	$ 31,944	$ 125,000	$ -	$ -	$ (125,000)		
53	WayFinding Signage - Phase I	$ -	$ -	$ -	$ -	$ 100,000		$ 200,000	FY2024 Community Development Department Request: $100K for wayfinding signage implementation phase 1 cost (3 years of phases); request related to 2023 CTNOW ARPA Request
54	Parking Meters	$ -	$ 3,828	$ 5,000	$ 4,992	$ 5,000	$ -		
55	Subtotal for Ongoing City Capital Projects/Investments	$ 571,210	$ 404,371	$ 809,800	$ 528,883	$ 460,612	$ (349,188)		

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 06/30/2023	FY24 Proposed	FY 23-24 Difference	Future Year Expenditures if Applicable	Notes and Explanations
57	**One time City Capital Projects/Investment**								**Notes**
58	Public Works (Maintenance Department) - Total $207,000	*$ 3,135*	*$ 6,155*	*$ 52,500*	$ 54,780	$ -			CREW TRUCK AND PLOW BOUGHT JUNE 2023
59	*Public Works Equipment Purchase - Leaf Vacuum & Box*	$ -	$ -	$ -	*$ -*	*$ 85,000*	$ 85,000		
60	*Public Works Equipment Purchase - Tractor/Backhoe*	$ -	$ -	$ -	*$ -*	*$ 100,000*	$ 100,000		
61	*Public Works Equipment Purchase - Crew Truck*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*		*Crew truck bought in June 2023*
62	*Public Works Shop Upgrade - Security Fence*	*$ -*	*$ -*	*$ 25,000*	*$ 22,965*	*$ 22,000*	*$ (3,000)*		*Fence installed in FY2023, remaining balance is for general shop improvements*
63	City Hall - Total $250,000								
64	Renovations - City-owned Building Space & Feasability Study	$ -	$ -	$ 125,000	$ -	$ 50,000	$ (75,000)		Planning and design fees for City Hall renovations (none of FY23 appropriation spent on design services yet); FY24 proposed amount to fund space and feasability study for current and future needs of all City buildings
65	Additional City Vehicle for Code Enforcement Use	$ -	$ -	$ -	$ -	$ 45,000		N/A	
66	City Hall Façade Improvements	$ -		$ -		$ 50,000	$ 50,000		for general improvements such as Façade or creating temporary office spaces to accommodate staff
67	City Hall Security Upgrades & Improvementrs	$ -	$ 14,818	$ -	$ 6,039	$ 25,000	$ 25,000		$25K for security upgrades in City Hall (cameras, alarm system, etc.), and for general improvements such as creating temporary office spaces to accommodate staff
68	Financial Software Upgrade	$ -	$ -	$ -	$ -	$ 80,000	$ 80,000		Current Finance Software (Incode 9) will become incompatible with continually updated windows platforms in near term future; requesting funding to upgrade to Incode 10 or pursue new software.
69	Parks & Rec - Total $600,000								
70	Depot Land Purchase	$ -	$ -	$ -	$ -	$ 360,000			Place holder for possible land acquisition from APUS for the Depot Park initiative
71	Master Park Planning	$ -	$ -	$ 50,000	$ -	$ 75,000		N/A	Development of the City's Master Parks Plan
72	Walking Bridges at Happy Retreat & Evitts Run Park	$ -	$ -	$ -	$ -	$ 25,000		N/A	
73	Skate Park - Additional Improvements	$ -	$ -	$ -	$ -	$ 40,000		N/A	
74	Pool Renovation	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000		In support of identified LWCF grant funding expected to be required for FY2024. A FY2024 Congressional Directed Funding request for $1,500,000 pends
75	Subtotal for One Time City Capital Projects/Investments	$ 3,135	$ 20,973	$ 202,500	$ 83,784	$ 1,057,000	$ 854,500		
76									
77	Total City GRANT project expenditures	$ 16,935	$ 12,716	$ 300,000	$ 142,982	$ 212,024			See grant budget page in this file for more details on capital project expenditures outside of grant match obligations
78									
79	**Recently Completed Projects**								**Notes**
80	Police Staffing	$ -	$ 40,775	$ -	$ 3,250	$ -			
81	Developer Fee Study	$ -	$ 48,143	$ -	$ -	$ -			
82	First Free School/Star Lodge Renovations	$ 69,391	$ 97,080	$ -	$ -	$ -			
83	Paving Analysis	$ 55,872	$ 2,880	$ -	$ -	$ -			
84	Total Capital Project Expenses .	$ 769,992	$ 626,938	$ 1,312,300	$ 758,899	$ 1,729,636	$ (143,054)		
85							$ -		
86	Estimated Year End Balance ..	$ 1,679,618	$ 1,928,316	$ 1,633,552	$ 2,565,178	$ 1,628,222	$ 248,698		The balance for each year is maintained in the Capital Reserve Account and used to fund other or future city council priorities.

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 06/30/2023	FY24 Proposed	FY 23-24 Difference	Future Year Expenditures if Applicable	Notes and Explanations
87									
88	**Other Projects/Purchases Requesting Consideration**								**Notes**
89	*Mordington Avenue Sidewalk Design*	$ -	$ -	$ -	$ -	$ 110,000		N/A	FY2024 Community Development Department Request: Design and fund construction documents of
90	*Public Works Equipment Purchase - Street Sweeper*	$ -	$ -	$ -	$ -	$ 350,000		N/A	
91	*Public Works Equipment Purchase - Bucket Truck*	$ -	$ -	$ -	$ -	$ 100,000		N/A	
92	Jefferson Memorial Park Pool Renovation Project	$ -	$ -	$ -	$ -	$ 2,700,000		See Grant Sheet	FY2024 Community Development Department Request: engineering costs and construction of new pool, renovations of poolhouse
93									
94									

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 06/30/2023	FY24 Proposed	FY 23-24 Difference	Future Year Expenditures if Applicable	Notes and Explanations
95									
96	**Grant Related City Capital Projects/Investments**								
97	*ARPA GRANT MATCHING POT OF FUNDS - $1.5M*			$ 1,500,000	$ -	$ 1,500,000			Funding nor yet transferred in FY2023; will do one time transfer in FY2024
98									
99	Augustine Avenue Trail Project - Total Est. Cost $2,570,000								
100	Design Costs - Estimated $145,000	$ -	$ -	$ 145,000	$ 117,251	$ -			
101	TAP I Grant - Design $116,000	$ -	$ -	$ (116,000)	$ (110,210)	$ -			
102	Phase I Construction Costs - Estimated $700,000	$ -	$ -	$ -	$ -	$ 700,000			
103	TAP II Grant - Construction $560,000	$ -	$ -	$ -	$ -	$ (560,000)			
104	Phase II & III Construction	$ -	$ -	$ -	$ -	$ -		$ 1,750,000	
105	Senator Capito Earmark 2023 - Construction $1,400,000	$ -	$ -	$ -	$ -	$ -		$ (1,400,000)	
106	*City Grant Match Obligation On Project*	$ -	$ -	$ 29,000	$ *7,041*	$ 140,000		$ 350,000	
107									
108	JMP Pool Renovation Project - Total Est. Cost $2,700,000								
109	LWCF Grant/Earmark - Construction $250,000	$ -	$ -	$ -	$ -	$ *(250,000)*			
110	*City Grant Match Obligation On Project*	$ -	$ -	$ -	$ -	$ *250,000*			
111	Unfunded portion of project							$ *2,200,000*	
112									
113	Liberty St Stormwater Project - Total Est. Cost - $846,733								
114	Design - $165,959	$ 156,008	$ -	$ -	$ -	$ -			
115	WVDEP Green Infr. Grant - Planning & Design $178,000	$ (102,559)	$ -	$ -	$ -	$ -			
116	Construction - $680,774	$ -	$ -	$ -	$ -	$ 680,774			
117	FEMA Grant for Flooding Mediation - $375,000	$ -	$ -	$ -	$ -	$ (375,000)			
118	*City Grant Match Obligation On Project*	$ -	$ -	$ -	$ -	$ *93,750*			
119	City Additional Funding to complete project	$ -	$ -	$ -	$ -	$ *212,024*			
120									
121	George Street Sidewalk Project - Total Est. Cost - $694,418								
122	Design - $55,382	$ 16,935	$ 12,716	$ 300,000	$ 25,731	$ -			
123	Construction - $639,036	$ -	$ -	$ -	$ -	$ 639,036			
124	TAP II Grant - Construction $511,229	$ -	$ -	$ -	$ -	$ (511,229)			
125	*City Grant Match Obligation On Project*	$ -	$ -	$ -	$ -	$ *127,807*			
126									
127	Total Ongoing Grant Related Project Expenditures	$ 172,943	$ 12,716	$ 445,000	$ *142,982*	$ 2,519,810			
128	Total City Grant Funding	$ (102,559)	$ -	$ (116,000)	$ *(110,210)*	$ (1,696,229)			
129	Total City Grant Match Expenditures	$ 53,449	$ -	$ 29,000	$ *7,041*	$ 611,557			
130	Total City project expenditures outside grant match	$ 16,935	$ 12,716	$ 300,000	$ *25,731*	$ 212,024			

CHARLES TOWN CAPITAL IMPROVEMENT PLAN: SUMMARY OF SOURCES AND USES

	Source and Use	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Balance thru 06/30/2023	FY24 Proposed	FY 23-24 Difference	Future Year Expenditures if Applicable	Notes and Explanations
131	Remaining ARPA pool	$ -	$ -	$ 1,500,000	*$ 1,500,000*	$ 888,443			

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-68 Review of Articles 138 and WV Code 8-21.

Review of Articles 138 and WV Code 8-21.

ATTACHMENTS:

- WV Code Â§8-21.docx
- charlestown-wv-1.pdf

WV Code §8-21

PART I. ESTABLISHMENT; ORGANIZATION.

§8-21-1. Cities may establish board.

Every city is hereby empowered and authorized to provide for by charter provision, or to create by ordinance, a board of park and recreation commissioners, for the purpose of establishing, constructing, improving, extending, developing, maintaining and operating a city public park and recreation system.

§8-21-2. Board a public corporate body; perpetual existence; seal; name; powers.

The board of park and recreation commissioners provided for by charter provision, or created by ordinance, pursuant to the authority of this article, shall be a public corporate body, with perpetual existence and a common seal. It shall be known as the board of park and recreation commissioners of such city. It shall have the power to purchase, hold, sell and convey real or personal property; receive any gift, grant, donation, bequest or devise; sue and be sued; contract and be contracted with; and do any and all things and acts which may be necessary, appropriate, convenient or incidental to carry out and effectuate the purposes and provisions of this article. For convenience of reference herein, the board of park and recreation commissioners will be hereinafter referred to as the "board."

§8-21-3. Members; quorum; qualifications; election or appointment; terms; disqualification.

The board shall consist of not less than three nor more than seven members as may be provided by charter provision or ordinance, a majority of whom shall constitute a quorum for the transaction of business, except as hereinafter in this article provided. Each member of the board must be a resident and freeholder of the city. It may be provided either by charter provision or by ordinance for the appointment of the members thereof by the governing body, but unless and until such provision is made, the members of the board shall be elected by the qualified voters of the city at appropriate regular municipal elections. Membership on the governing body may not disqualify any member for election to the board. If provision is made for the appointment of members as aforesaid and the board consists of three or four members, one member of the governing body, if otherwise qualified, may be appointed by the governing body; if the board consists of five members not more than two members of the governing body so qualified may be so appointed and if the board consists of six or seven members not more than three members of the governing body so qualified may be so appointed. The term of the board membership of any member of the governing body so appointed shall continue during his or her term as a member of the governing body and until his or her successor is appointed or elected and qualified. The terms of other appointed or of elected members shall be for six years, and until their successors have been duly appointed or elected and qualified: Provided, That notwithstanding the fact that there be no charter provision or ordinance for appointment of the members of the board, the governing body of the city shall appoint the members of the first board, such appointees to serve, one for a

term of six years, one for a term of four years, and one for a term of two years. The date upon which the terms of the board members shall begin shall be specified by ordinance. When any member of the board, during his or her term of office, shall cease to be a resident and freeholder of the city, he or she shall thereby be disqualified as a member of the board and his or her office shall thereupon become vacant.

§8-21-4. Filling vacancies.

When a vacancy occurs on said board by reason of death, resignation, change of residence from the city, failure to remain a freeholder of the city, or due to any other cause, the remaining member or members of said board shall appoint a successor or successors, or if there should be no members left on said board, the governing body of the city shall appoint successors, and in either event, the appointments shall be for the unexpired term or terms.

§8-21-5. Oath of members; organization of board; secretary; treasurer.

After appointment or election, the members of the board shall qualify by taking and filing with the recorder of the city the oath prescribed by law for public officials, and they shall not be permitted to serve upon said board until they have so qualified. If any member of said board shall fail to so qualify on or before the date upon which he should assume the duties of his office, a vacancy shall exist which shall be filled as provided in section four of this article.

At the first meeting held after the first board has been appointed, as hereinbefore provided, and thereafter on a date to be fixed by ordinance, the members of the board shall organize by electing one of their number president, and another vice president, and by electing a secretary who need not be a member of the board. The secretary shall keep an accurate record of all the fiscal affairs of the board, and shall keep a minute book in which he shall record the proceedings and transactions of each meeting of the board. The secretary shall be paid such compensation for his services as the board shall fix from year to year. The city treasurer shall be ex officio treasurer of said board, and he shall take the oath prescribed by law and shall furnish such bond as may be required by said board.

§8-21-6. Members to be paid expenses; members not to be personally interested in contracts or property controlled by board.

The members of said board shall receive no compensation for their services but they shall be entitled to reimbursement for all reasonable and necessary expenses actually incurred in the performance of their duties as members of said board. They shall not be personally interested, directly or indirectly, in any contract entered into by said board, or hold any remunerative position in connection with the establishment, construction, improvement, extension, development, maintenance or operation of any of the property under their control as members of said board.

PART II. POWERS.

§8-21-7. Office; powers.

The governing body shall furnish said board an office in the city building where it may hold its meetings and keep its records. Any board operating under the provisions of this article shall have complete and exclusive control and management of all of the properties which shall be operated in connection with the public park and recreation system for the city, and shall have power to employ such persons as, in its opinion, may be necessary for the establishment, construction, improvement, extension, development, maintenance or operation of the property under its control, at such wages or salaries as it shall deem proper, and shall have full control of all employees.

§8-21-8. Purchase, lease or condemnation of real property.

The board is hereby granted the power and authority to acquire in its name or in the name of the city by purchase, lease, or by exercise of the power of eminent domain, or otherwise, such land or lands as it shall determine to be necessary, appropriate, convenient or incidental to the establishment, construction, improvement, extension, development, maintenance or operation of a system of public parks, parkways, playgrounds, athletic fields, stadiums, swimming pools, skating rinks or arenas and other public park and recreational facilities for the city, whether of a like or different nature: Provided, That any such acquisition by the board made by exercise of the power of eminent domain must be approved by a majority vote of the governing body of that municipality. Approval by the governing body must be granted as to each specific parcel or tract of land to be acquired by power of eminent domain.

§8-21-9. Authority to take title to real and personal property; conveyances of real property to board by public bodies; sales and conveyances of real property by board; execution of deeds.

The board is hereby empowered and authorized to take title in its name or in the name of the city to all real and personal property acquired by it for the use of the public or useful to the public in the establishment, construction, improvement, extension, development, maintenance or operation of all public parks, parkways, playgrounds, athletic fields, stadiums, swimming pools, skating rinks or arenas and all other public park and recreational facilities for the city, whether of a like or different nature, and shall manage and dispose of the same as, in its opinion, will best serve the interests of the public in carrying out the purposes of this article. The city and all other public bodies owning real property intended to be used for public parks and recreation are hereby authorized to convey the same to said board to be held by it for such purposes, and said board is hereby authorized to receive the same. Nothing contained in this chapter shall be construed as limiting said board from going beyond the corporate limits of the city, anywhere within the state, to lease, purchase or otherwise acquire any real property for the purposes herein set forth. The board shall have the right to sell and convey only such part of the real property that it may acquire by gift, devise, purchase or otherwise, as it may determine to be of no advantage in the establishment, construction, improvement, extension, development, maintenance or operation of said public parks, parkways, playgrounds, athletic fields, stadiums, swimming pools, skating rinks or arenas and other public park and recreational facilities, whether of a like or different nature; except that the board shall have the power and authority to make such sales and conveyances of its real property as may be necessary, appropriate or convenient to enable the city to obtain the benefits of article sixteen of this chapter or any other similar act or legislative

authorization. Under no circumstances shall any of such real property of the board be sold or conveyed except by unanimous vote of all of the members of said board. All deeds conveying the real property of said board shall be executed in its official name by its president or vice president, shall have its seal affixed and shall be duly attested by its secretary.

§8-21-10. General powers of board; enactment and enforcement of rules and regulations; counsel.

The board shall have the necessary, appropriate, convenient and incidental powers and authority to manage and control all public parks, parkways, playgrounds, athletic fields, stadiums, swimming pools, skating rinks or arenas and other public park and recreational facilities of all kinds used as a part of said public park and recreation system or as a means of maintaining places of beauty, education and recreation, and promoting the health, property, lives, decency, morality and good order of the general public, and particularly of the inhabitants of the city and vicinity; to abate or cause to be abated all nuisances affecting same; to regulate or prohibit the selling of any article, goods, wares or merchandise within said park and recreation system so designated; to regulate or prohibit the placing of signs, billboards, posters and advertisements within said park and recreation system as so designated, or the grounds immediately adjacent thereto; to have the same kept in good order and free from obstruction for the use and benefit of the public; to restrict and prohibit vagrants, mendicants, beggars, tramps, prostitutes or disorderly individuals therefrom; to establish, construct, improve, extend, develop, maintain and operate such parks, parkways, playgrounds, athletic fields, stadiums, swimming pools, skating rinks or arenas and other public park and recreational facilities, whether of a like or different nature, on any grounds controlled by said board; to acquire for public use by lease or otherwise lands either within or without the corporate limits of the city; to cause any public street, avenue, road, alley, way, bridle path or walkway, which is a part of the public park and recreation system, to be graded, drained and surfaced; to construct, maintain and operate all necessary sewers and water lines in connection with said public park and recreation system; and to do any and all other things or acts which may in any way be necessary, appropriate, convenient or incidental to the use and enjoyment of said public park and recreation system by the general public as a place or places of beauty, education, entertainment and recreation.

In order to accomplish the foregoing purposes, said board is hereby empowered and authorized to promulgate, and amend from time to time, such rules and regulations as may be necessary, appropriate, convenient or incidental thereto; after codification of such rules and regulations, or any amendment thereto, by ordinance of the governing body which may provide penalties for a violation thereof, which codification is hereby authorized, to enforce the same by appropriate proceedings in any proper tribunal of this state, or any county, district or municipality thereof; and to employ such police officers as it shall deem proper and necessary. The city attorney shall be the official counsel for said board and shall advise it on all legal matters, but said board may, in its own discretion, employ other or additional counsel.

PART III. FINANCING.

§8-21-11. Charges for use of recreational facilities; use of funds.

The board may make reasonable charges to the public for the privilege of using any of the recreational facilities provided in said park and recreation system and may use the funds so received for the purpose of establishing, constructing, improving, extending, developing, maintaining or operating said park and recreation system.

§8-21-12. Use of city appropriations and other funds.

In carrying out the purposes of this article, the board is hereby empowered and authorized to receive and disburse for such purposes, any moneys appropriated to it by the governing body of the city, together with any other funds which may come into its hands by gift, grant, donation, bequest, devise, or from its own operation, or otherwise.

§8-21-13. Public park and recreation bonds.

Every city is hereby empowered and authorized to issue, in the manner prescribed by law, bonds for the purpose of raising funds to establish, construct, improve, extend, develop, maintain or operate, or any combination of the foregoing, a system of public parks and recreational facilities for such city, or to refund any bonds of the city, the proceeds of which were expended in the establishing, constructing, improving, extending, developing, maintaining or operating of such public park and recreation system, or any part thereof. Any bonds issued for any of the purposes stated in this section shall contain in the title or subtitle thereto the words "public park and recreation bonds," in order to identify the same, and shall be of such form, denomination and maturity and shall bear such rate of interest as shall be fixed by ordinance of the governing body of the city. The governing body may provide for the issuance of bonds for other lawful purposes of the city in the same ordinance in which provision shall be made for the issuance of bonds under the provisions of this section. The board shall pay all of the costs and expenses of any election which shall be held to authorize the issuance of public park and recreation bonds only. The costs and expenses of holding an election to authorize the issuance of public park and recreation bonds and bonds for other city purposes shall be paid by the board and the city respectively, in the proportion that the public park and recreation bonds bear to the total amount of bonds authorized.

Whenever the governing body of the city and the requisite majority of the legal votes cast at the election thereon shall authorize, in the manner prescribed by law, the issuance of bonds for the purpose of establishing, constructing, improving, extending, developing, maintaining or operating, or any combination of the foregoing, a system of public parks and recreational facilities for the city, or for refunding any outstanding bonds, the proceeds of which were applied to any of said purposes, said bonds shall be issued and delivered to the board to be by it sold in the manner prescribed by law, and the proceeds thereof shall be paid into the treasury of the board, and the same shall be applied and utilized by the board for the purposes prescribed by the ordinance authorizing the issuance of such bonds. In any ordinance for the issuance of bonds for such purposes, it shall be a sufficient statement of the purposes for creating the debt to specify that the same is for the purpose of establishing, constructing, improving, extending, developing, maintaining or operating, or any combination of the foregoing, a public park and recreation system for the city, without specifying the particular establishment, construction, improvement,

extension, development, maintenance or operation contemplated; but an ordinance for refunding bonds shall designate the issue and the number of bonds which it is proposed to refund.

PART IV. CONSTRUCTION.

§8-21-14. Construction of article.

The provisions of this article shall be construed as conferring additional power and authority upon cities acting hereunder, and shall not be construed as affecting any power or authority heretofore conferred upon any city by the Legislature by general, special or local law or municipal charter, or parts thereof.

ARTICLE 138

Board of Park and Recreation Commissioners

138.01 Purpose.
138.02 Definitions.
138.03 Establishment of Board of Park and Recreation Commissioners.
138.04 Powers and duties.
138.05 **Severability.**

CROSS REFERENCES
Applicable West Virginia State Codes to this Article include: WV Code 8-21.

138.01 PURPOSE.

The purpose of this article is to establish a Parks and Recreation Ordinance together with a Board of Parks and Recreation Commissioners of Charles Town, West Virginia in accordance with West Virginia State Code §8-21-1 et seq. The Board of Parks and Recreation Commissioners is established for the purpose of constructing, improving, extending, developing, maintaining, and operating a City public parks and recreation system.
(Ord. 2020-012. Passed 8-3-20.)

138.02 DEFINITIONS.

(a) "City" is the City of Charles Town, West Virginia.
(b) "City Council" is the City of Charles Town City Council.
(c) "Director" is a person so designated and in charge of the Parks and Recreation Department.
(d) "Park" is a park, playground, natural area, recreation center, or any other area in the City owned by the City or the Board of Parks and Recreation Commissioners, or used by and through a contract or agreement, and devoted to active or passive recreation.
(e) "Board" is the seven-member public corporate body established to effectuate the purposes and provisions of this ordinance.
(f) "Commissioners" are appointed members of the Board by the City Council.
(Ord. 2020-012. Passed 8-3-20.)

138.03 ESTABLISHMENT OF BOARD OF PARK AND RECREATION COMMISSIONERS.

(a) The Board herein created will be a public corporate body, with perpetual existence and common seal. It will have the power to purchase, hold, sell and convey real or personal property; receive gift, grant, donation, bequest or devise; sue and be sued; contract and be contracted with; and do any and all things and acts which may be necessary, appropriate, convenient or incidental to carry out and effectuate the purposes and provisions of this Ordinance.
(b) The Board will consist of seven voting Commissioners. Commissioners will be residents of the City of Charles Town. Commissioners will be appointed by City Council.
(c) Appointment of membership will consist of seven Commissioners with not more than two Commissioners of the City Council. The term of any City Council member appointed to serve on the Board will run concurrent with the member's term on the council.
(d) No officer or employee of the City, other than an appointed Commissioner(s) of the City Council, whether holding a paid or unpaid office, is eligible for appointment to the Board.
(e) The terms of other appointed Commissioners will be for six years and until their successors have been duly appointed and qualified.
(f) The Commissioners of the Board will qualify by taking and filing with the City Clerk, the oath prescribed by law for public officials.
(g) At the first meeting of each calendar year, or as needed to accommodate vacancies, the Commissioners of the Board will organize by electing one of their number president, and another vice president, and by electing a secretary who need not be a Commissioner of the Board. The secretary will keep an accurate record of the fiscal affairs of the Board and will keep a certified or approved written record of the Board's proceedings which will be available for inspection as are other municipal records. The City Treasurer will be ex officio Treasurer of said Board and will take the oath prescribed by law and will furnish such bond as may be required by said Board.
(h) Commissioners will serve without compensation. Commissioners will be entitled to reimbursement for all reasonable and necessary expenses actually incurred in the performance of their duties as Commissioners. They will not be personally interested, directly or indirectly, in any contract entered into by said Board, or hold any remunerative position in connection with the establishment, construction, improvement, extension, development, maintenance or operation of any of the property under their control.
(i) The Charles Town City Manager, or designee as appointed by the City Council, will be the Director of the Parks and Recreation Department and will be an ex-officio Commissioner of the Board, with the responsibility to participate in discussions, but without the right to vote.
(j) Each Commissioner will be subject to removal by City Council by the recorded vote of a majority of City Council after a public hearing thereon. The decision of City Council as to such removal will be final and not subject to review by any court, arbitrator, or other body, and each Director accepting such appointment will acknowledge the finality of such decision.
(Ord. 2020-012. Passed 8-3-20.)

138.04 POWERS AND DUTIES.

The Board will have the following powers and perform the following duties:
(a) Act in an advisory capacity to the City Council in all matters pertaining to parks and recreation; will acquaint itself with and make a continuous study and review of the complete parks and recreation services of the City; and will advise with City Council from time to time as to the present and future maintenance, operation, planning, acquisition, development, enlargement, and use policies of the City's parks and recreation services; and
(b) Using the authority granted under West Virginia State Code §8-21-7, work in conjunction with the Director of Parks and Recreation as to the policy direction of the Parks and Recreation Department. The supervisory powers of the Board to manage and operate the City's parks system will be delegated to the Director of Parks and Recreation. The Board will review the proposed budget for the Parks and Recreation Department and make recommendations to the City Council through the Director as it deems necessary; and
(c) Study and encourage the development of park and recreation areas and study and encourage the development of wholesome

recreation for all residents of the City of Charles Town; and

(d) After concurrence by the City Council, acquire in its name by purchase, lease, parkland dedication, by exercise of the power of eminent domain, or otherwise, such land or lands as it will determine to be necessary, appropriate, convenient or incidental to the establishment, construction, improvement, extension, development, maintenance or operation of a system of public parks, parkways, playgrounds, athletic fields, stadiums, arenas, and other public parks and recreational facilities for the City; and

(e) Consult with the Parks and Recreation Department Director on problems of development of recreation areas, facilities, programs, and improved recreational services; and

(f) Recommend the adoption of standards, areas, facilities, program, and financial support; and

(g) Establish and periodically review a master planning guide for parks and recreation and become familiar with such plan and its relation to existing and proposed facilities and will become aware of any revision or updating thereof; and

(h) Advise and recommend to the City Council on the development of long-range capital improvement programs and, when in its opinion the need exists for additional parks and recreational facilities, grounds, premises, or equipment, it will make appropriate recommendations to the City Council; and

(i) Using the authority granted in West Virginia State Code §8-21-9 to take title to real and personal property and after concurrence by the City Council, convey real property to the Board by public bodies; sell and convey real property by the Board and execute deeds; and

(j) Using the authority granted in West Virginia Code §8-21-10 as to general powers, enactment and enforcement of rules and general counsel, provided however, develop for City Council review and adoption, rules and regulations as may be prescribed by the Board for use of parks and recreational facilities and enforcement therein; and

(k) From time to time recommend to the City Council amendments to or changes in this Ordinance; and

(l) Through its President, make both an oral and written report annually to the City Council concerning its activities during the past year and its proposals for the coming year; and

(m) Develop and recommend written policies and procedures for the Parks and Recreation Department Director to follow for the use of parks and recreational facilities and for the conduct of all recreational activities which policies and procedures will be subject to approval by the City Council; and

(n) Develop for City Council approval a set of by-laws and governing rules of procedure for their meetings and operation; and

(o) Have the power to charge for use of recreational facilities and use those funds accordingly on behalf of the City of Charles Town as prescribed in West Virginia State Code §8-21-11; and

(p) Receive and disburse for such purposes, any moneys appropriated to it by the City Council, together with any other funds which may come into its hands by gift, grant, donation, bequest, devise, or from its own operation, or otherwise. The City and the Board will comply with West Virginia State Code §8-21-13 for public parks and recreation bonds; and

(q) All powers and duties prescribed and delegated herein are delegated to the Board as a unit and all action hereunder will be of the Board acting as a whole. No action of an individual Commissioner is authorized except through the Board.

(Ord. 2020-012. Passed 8-3-20.)

138.05 SEVERABILITY.

If any provision of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality will not otherwise affect or invalidate the other provisions hereto, all of which are hereby declared, and will be construed, to be separate and severable.

(Ord. 2020-012. Passed 8-3-20.)

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Appointment
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-69 Officer Elections for 2024

Officer Elections for 2024

ATTACHMENTS:

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-70 Meeting Schedule for 2024

Meeting Schedule for 2024

ATTACHMENTS:

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

Meeting: 01/25/24
Department: Board of Parks and Recreation
Category: Information Only
Initiator:

SCHEDULED

AGENDA ITEM (ID #)

2024-67 City Parks Updates: Jefferson Memorial Park; Evitts Run Park; Happy Retreat; Willingham Knolls; Skate Park

City Parks Updates: Jefferson Memorial Park; Evitts Run Park; Happy Retreat; Willingham Knolls; Skate Park

ATTACHMENTS: