



City of Elkins

Municipal Properties Committee Meeting

October 17, 2023
11:00 AM
401 Davis Avenue
Council Chamber, 2nd Floor

Charter Authority of the Municipal Properties Committee: Monitor and report to Council on the condition of and proposed plans for city buildings, real estate, and rights-of-way. Review and propose to Council capital investment in buildings, real estate, and associated infrastructure.

AGENDA

1. **Call to order and roll call**
2. **Public comment**
3. **Minutes**
 - a. Proposed minutes for the meeting of September 19, 2023
4. **Reports**
5. **New business**
 - a. Darden House proposal from Woodlands Development & Lending
 - b. Darden House leases
 - c. All Veterans Memorial update
 - d. Governor Kump House
6. **Announcements**
7. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	October 17, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of September 19, 2023
Recommended By:	Clerk
Summary:	Minutes proposed for your meeting of September 19, 2023
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. municipal properties - 2023_09_19 - minutes_proposed

MUNICIPAL PROPERTIES COMMITTEE REGULAR MEETING MINUTES

***401 Davis Avenue
City Hall, Council Chambers
September 19, 2023
11:00 a.m.***

Present were Committee Members: N. Bross-Fregonara, D. Parker, and C. Kerns.

Also present were: Jerry Marco (mayor), Mike Kesecker (operations manager), Gerry Roberts (city attorney), Tracy Judy (treasurer), Steve Himes (fire chief), Travis Bennett (police chief), and Sutton Stokes (city clerk).

PUBLIC COMMENT

Jeff Wood, chairman of the All Veterans Memorial Council, spoke in favor of renewing the lease from DOH for use of this property. He informed the committee that his council

John Miller, Commander of American Legion Post 29 and President of the Vietnam Veterans Association, also spoke in favor of renewing the lease. He said that donations would be available for much of the proposed work.

MINUTES

Parker **MOVED APPROVAL OF THE MINUTES OF THE MINUTES OF THE SPECIAL MEETING OF SEPTEMBER 12, 2023. The motion carried.**

NEW BUSINESS

- a. All Veterans Memorial

Parker MOVED RECOMMENDING COUNCIL APPROVAL OF RENEWING THE LEASE WITH WV DOH FOR THE ALL-VETERANS MEMORIAL PROPERTY. The motion carried.

Parker MOVED REQUESTING THE CITY ATTORNEY TO PREPARE A MEMORANDUM OF UNDERSTANDING BETWEEN CITY COUNCIL AND THE ALL VETERANS MEMORIAL COUNCIL FOR ADMINISTRATION OF THE MEMORIAL AND GROUNDS. The motion carried.

- b. Gov. Kump House

Parker MOVED ENTERING EXECUTIVE SESSION UNDER THE ATTORNEY-CLIENT PRIVILEGE EXEMPTION. The motion carried. The executive session began at 12:05 p.m.

and ended at 12:31 p.m. The chair announced that no decisions were made and no actions were taken.

Parker **MOVED THAT THE OPERATIONS MANAGER AND CITY ATTORNEY MEET WITH KUMP TRUST REPRESENTATIVES ABOUT THE FINANCIAL STATE OF THE TRUST AND RELATED MATTERS. The motion carried.**

- c. Request for Financial Stabilization funds for downtown tree project completion

Kerns MOVED REFERRING A REQUEST FOR \$3,000 FROM THE FINANCIAL STABILIZATION FUND FOR ELKINS TREE BOARD TREE PLANTINGS DOWNTOWN. The motion carried.

The meeting adjourned at 12:44 p.m.

The foregoing minutes were approved at the meeting of _____, 2023.

Name & Title

Signature



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	October 17, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Darden House proposal from Woodlands Development & Lending
Recommended By:	Clerk
Summary:	City of Elkins has owned the Darden House since the 1990s. The property was purchased and there are no restrictions or covenants on its future use or transfer. The Darden House has usually been utilized by nonprofit organizations and quasigovernmental organizations such as city boards and commissions, sometimes under leases, sometimes not. The building requires renovation and, along with the grounds, ongoing maintenance work. Woodlands Development & Lending has submitted a proposal under which it would accept ownership of the property. Under this proposal, Woodlands would improve the property, keep it available for the use of public bodies and nonprofit organizations, and use part of the building for an entrepreneurship program.
Fiscal Impact:	The city would be relieved of all costs except a \$750/month high-speed internet connection. This is a five-year contract agreed to in 2022 by a past city employee.
Recommendation:	Consider for recommendation to council, with transfer documents to be prepared/reviewed by the City Attorney prior to council consideration.
Attachments:	1. Woodlands - Darden House - Draft Proposal 9.26.23 2. Darden House expenses - 2022



September 26, 2023

To: Nanci Bross-Fregonara, Chair
Municipal Properties Committee, Elkins City Council
Jerry Marco, Mayor
City of Elkins
From: Dave Clark, Director
Woodlands Development and Lending
Re: Darden House & potential conveyance to Woodlands

Background and Building Assessment

The City of Elkins is considering disposing of the Darden House, and conveying it to Woodlands Development Group is an option that has been presented. Woodlands' staff conducted a preliminary building assessment, and convened a group of local partners and stakeholders to discuss future options for the building.

The Building Assessment identified two phases of upgrades that will be needed – some in the next 6-12 months, and some in the next 24-36 months. The more immediate needs include:

- Stormwater connections and management. There is some significant stormwater infiltration occurring, and no apparent stormwater connections to any infrastructure.
Estimated cost - \$12,500
- Window & door upgrades. About one-half of the windows have been repaired/replaced in recent years; a portion of the remaining windows need addressed soon.
Estimated costs - \$26,500
- Soffit & fascia repairs. Some significant damage and rot needs addressed.
Estimated costs - \$3,000
- Ramp repairs.
Estimated costs - \$500
- HVAC upgrades. Current gas furnaces need converted to electric to meet compliance, and additional ductwork is needed to heat the 3rd floor.
Estimated costs - \$17,500
- Electrical upgrades. A full assessment of the electrical system was not done. Some upgrades have been made, but at least portion of the electrical systems are in need of upgrades. A full assessment will be done in the next two-three months.
Estimated costs - \$7,000 - \$20,000



Additional upgrades needed in the next 24-36 months include:

- Additional window repair/replacement - \$26,500.
- Masonry repointing & grouting - \$3,000.
- Ramp replacement - \$6,000.
- Exterior painting - \$12,000.
- Stained glass repair - \$17,500.

Current Occupancy, Maintenance & Expenses

The building is currently occupied by two non-profit tenants, providing a total monthly income of \$500. Landscaping & mowing is taken care of by the Elkins Tree Board. City staff take care of some property maintenance.

Current building expenses were provided by the City Operations' staff; expenses include a monthly \$750 payment on a City contract for internet installation and service.

Property Conveyance Proposal

Woodlands proposes to take over ownership of the Darden House through a no-cost conveyance.

Woodlands would further like to propose:

1. The Darden House is maintained as a community asset, and available to City Council committees, civic organizations, and related entities.
2. Existing leases with the two non-profit tenants will be maintained.
3. The City Tree Board continue to maintain the property landscaping.
4. The City retains the contract with the internet provider for the duration of that contract. The City would not be expected to cover any other expenses for the property.

Several individuals have expressed support for the development of a museum & venue for local historical installations. While Woodlands is not in a position to create or operate a museum-like venue, we would be happy to partner with other organizations to develop a business model and lease structure that would allow for this use.

It is Woodlands' goal to utilize a portion of the building as an entrepreneurial support center, shifting at least some of its technical support services and business coaching to the Darden House, as a central and accessible public space.

Jessica Sutton

From: Tracy Judy
Sent: Thursday, October 20, 2022 3:12 PM
To: Marilyn Cuonzo; Mike Hinchman; Judy Guye; Jerry Marco; Jessica Sutton; Melody Himes; Travis Bennett; Steve Himes; Gerry Roberts
Subject: Darden House Information

Good afternoon,

Please see the following information regarding the Darden House.

Mountaineer Gas bills averaged \$163.40 per month for 12 months in 2021. The highest monthly bill was \$382.46 (March) and the lowest \$33.70 (August, September, and October).

Mon Power bills are currently averaging \$27.93 per month for the past 4 months.

Fire Fees are \$19.43 per month.

Water/Sewer/Sanitation averages \$80.55 per month for the past 12 months. Anticipate an increase with the next billing due to the water rate increase.

Pest Control is \$60.00 per month.

Expenses previously paid by the city are as follows:

1/12/2022 – Inducer/labor \$640.00

6/16/2022 – Pest control \$150.00

6/22/2022 – Terminate control \$1,200.00

Respectfully,

Tracy R. Judy
City Treasurer
City of Elkins
401 Davis Ave.
Elkins, WV 26241
304-636-1414, Ext 1317
304-635-7135 Fax





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	October 17, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Darden House leases
Recommended By:	Mike Kesecker, Operations Manager
Summary:	Three entities utilize the Darden House, a city property, for office and meeting space: • Elkins Historic Landmarks Commission (EHLC) • Preservation Alliance of West Virginia (PAWV) • Mid-Ohio Valley Regional Council (MOVRC) In January 2023, via Resolution 1599, council allowed EHLC to utilize the Darden House at no cost and without a lease. Resolution 1599 also approved one-year leases, at a cost of \$250/month, for PAWV and MOVRC. These leases expire December 31, with no provision for continuing month-to-month or any other terms thereafter.
Fiscal Impact:	Two entities pay the city \$250/month each for use of the Darden House. Increase/change in term is under consideration.
Recommendation:	Review and make recommendations to council concerning the following questions: • Should these leases be renewed? • Should these leases be renewed for an annual term, or should a month-to-month arrangement be devised, because of the possible transfer of ownership? • If renewed for any term, should the lease amount remain at \$250/month?
Attachments:	1. R-1599 Lease between Tenants of the Darden House and the City of Elkins 2. MOVR Darden House Lease_2023 3. PAWV Darden House Lease_2023

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1599)

January 5, 2023

***Accepting Conditions of Lease between the Tenants of the Darden House
and the City of Elkins, and Authorizing Execution of Agreements***

WHEREAS, The City of Elkins, West Virginia ("City") is the owner of the real property and structures known as the historic Darden House; and,

WHEREAS, the Municipal Properties Committee has reviewed previous and existing agreements with the current tenants of the Darden House, including the Preservation Alliance of West Virginia ("PAWV"), the Mid-Ohio Valley Regional Council ("MOVRC") and the Elkins Historic Landmarks Commission ("EHLIC"); and,

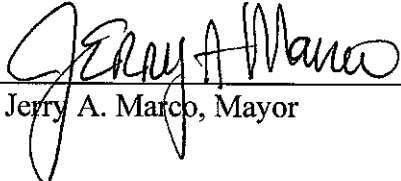
WHEREAS, the City Attorney and Operations Manager have drafted proposed leases with the PAWV and MOVRC (copies attached); and,

WHEREAS, the Municipal Properties Committee, City Attorney and Operations Manager recommend the EHLIC be permitted continue use of the Darden House without a lease as a subsidiary of the Elkins City Council; and,

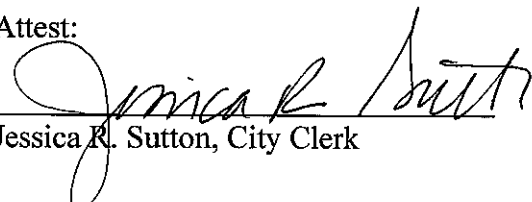
WHEREAS, it appears that entering into these leases is in the best interests of the citizens of the City of Elkins;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby accepts the terms of and authorizes execution of the leases with PAWV and MOVRC by the Mayor on behalf of the City of Elkins.


Jerry A. Marco, Mayor

Attest:


Jessica R. Sutton, City Clerk

LEASE

THIS LEASE, made and entered into in duplicate this 1st day of January 1, 2023, by and between the CITY OF ELKINS, a West Virginia municipal corporation, ("Lessor"), and Mid-Ohio Valley Regional Council ("Lessee").

WITNESSETH: That, subject to the terms and conditions hereinafter set out, Lessor hereby lets and leases unto Lessee a part of the premises and the real property located at 421 Davis Avenue, Elkins, West Virginia, known as Darden House and is more particularly described and shown on the attached exhibit including particular office space and identified common space.

1. TERMS AND RENTAL. The term of this Lease shall be until December 31, 2023, at a monthly rental of \$250.00, which includes all utilities, payable upon the execution of this Lease and payable on the 1st of each month thereafter.

2. COVENANTS OF LESSEE. The Lessee hereby covenants and agrees:

a. TO KEEP IN REPAIR AND IN GOOD CONDITION. That it will keep the leased premises, excluding the walls, roof, and other structural members of the building, in such repair as the same are at the commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

b. NOT TO INJURE OR DEFACE. That it will not injure, overload, or deface, or allow to be injured or defaced, the premises or any part thereof.

c. NOT TO MAKE UNLAWFUL USE, ETC. That it will use the premises for the sole purpose set forth above and will not make, or allow to be made, any improper or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of West Virginia or of the United States, or any ordinance of the City of Elkins, or which would affect or endanger any insurance coverage on the building situate on the premises or increase the premium thereof.

d. NOT TO MAKE ALTERATIONS. That it will not make any alterations or additions in and to the premises without the written consent of Lessor. Any alterations or additions so made shall be considered part of the real estate and shall belong to Lessor upon the conclusion of this Lease.

e. LESSOR TO ENTER AND PERMIT THIRD PARTY USE OF THE COMMON SPACES. That it will allow Lessor, at all reasonable times, to enter and view the premises and to make any repairs which it may see fit to make. The Lessor retains the right to lease the common spaces as designated on the exhibit for events at the request of outside organizations. The Lessor will notify the Lessee of any such use.

f. TO YIELD UP PREMISES. That at the expiration of the term of this Lease, it will peaceably yield the premises up to Lessor, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

g. TO INDEMNIFY AGAINST ACCIDENTS AND NEGLIGENCE. That it will save harmless and indemnify Lessor from and against all loss, liability or expense that may be incurred by reason of any claim arising out of or in connection with Lessee's occupancy and use of the leased premises. Lessee shall maintain liability insurance coverage, naming Lessor as an additional insured, with a limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Lessee's insurance policy shall apply as primary insurance with respect to any other insurance maintained by the Lessor.

h. TO BEAR RISK FOR CONTENTS. That all property of any kind that may be on the premises during the term of this Lease shall be at the sole risk of Lessee, and that Lessor shall not be liable to Lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

i. NO WAIVER. That no assent, expressed or implied, by Lessor to any breach of any of Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant or of any other covenant herein

3. COVENANT OF LESSOR. The Lessor hereby covenants and agrees that it will provide fire and hazard insurance on the leased premises but not the contents therein.

4. FIRE OR OTHER UNAVOIDABLE CASUALTY. In case the premises or any part thereof shall at any time during the term of this Lease be destroyed or damaged

by fire or other unavoidable casualty so as to be unfit for occupancy and use, this Lease shall terminate.

5. RIGHT OF REENTRY. If Lessee shall neglect or fail to perform any of its covenants, Lessor may, immediately or at any time, thereafter, enter into the premises and repossess the same as of its former state and expel Lessee, but without prejudice to any remedies which might otherwise be used by Lessor for any breach of Lessee's covenants.

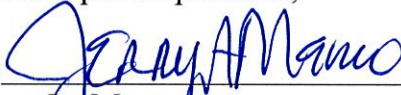
6. NOTICE. Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

LESSOR: Mayor of the City of Elkins, City Hall,
401 Davis Avenue, Elkins, WV 26241

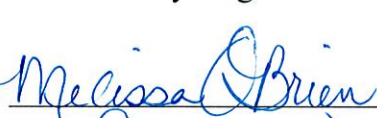
LESSEE: Mid-Ohio Valley Regional Council

In Witness Whereof, Lessor and Lessee have set their hands and seals the day and year first written above.

CITY OF ELKINS,
a municipal corporation,

By: 
Its Mayor

Mid-Ohio Valley Regional Council

By: 
Its:  Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reagle & Padden, Inc. 200 Star Avenue, Suite 210 Parkersburg WV 26101		CONTACT NAME: Debra Lucas PHONE (A/C, No, Ext): (304) 422-8476 FAX (A/C, No): (304) 428-7374 E-MAIL ADDRESS: debbie@reagle-padden.com	
INSURED Mid-Ohio Valley Regional Council PO BOX 247 Parkersburg WV 26102		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. NAIC # 29424 INSURER B: Brickstreet Mutual Ins. Co. 12372 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		40SBAVR3573	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						
	☐ OCCUR ☐ CLAIMS-MADE						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCB1014211	02/10/2022	02/10/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured lessor in regard to leased office space at 421 Davis Ave. Elkins, WV 26241

CERTIFICATE HOLDER**CANCELLATION**

City of Elkins 401 Davis Ave. Elkins WV 26241	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Debra L. Lucas</i>
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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
01/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Reagle & Padden, Inc. 200 Star Avenue, Suite 210 Parkersburg WV 26101		CONTACT NAME: Debra Lucas PHONE (A/C, No, Ext): (304) 422-8476 FAX (A/C, No): (304) 428-7374 E-MAIL: debbie@reagle-padden.com ADDRESS: PRODUCER CUSTOMER ID: 00004199	
INSURED Mid-Ohio Valley Regional Council PO Box 247 Parkersburg WV 26102		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
421 Davis Ave. Elkins, WV 26241

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒ PROPERTY	40SBAVR3573	07/01/2022	07/01/2023	☒ BUILDING	\$
	CAUSES OF LOSS				☒ PERSONAL PROPERTY	\$ 5,000
	DEDUCTIBLES				BUSINESS INCOME	\$
	☐ BASIC				EXTRA EXPENSE	\$
	☐ BROAD				RENTAL VALUE	\$
	☒ SPECIAL				BLANKET BUILDING	\$
	☐ EARTHQUAKE				BLANKET PERS PROP	\$
	☐ WIND				BLANKET BLDG & PP	\$
	☐ FLOOD					\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS	POLICY NUMBER				\$
	☐ NAMED PERILS					\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured / lessor regarding lease office space at 421 Davis Ave. Elkins, WV 26241

CERTIFICATE HOLDER

City of Elkins
401 Davis Ave.
Elkins WV 26241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Debra L. Lucas

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LEASE

THIS LEASE, made and entered into in duplicate this 1st day of January 1, 2023, by and between the CITY OF ELKINS, a West Virginia municipal corporation, ("Lessor"), and Preservation Alliance of WV, a West Virginia nonprofit corporation ("Lessee").

WITNESSETH: That, subject to the terms and conditions hereinafter set out, Lessor hereby lets and leases unto Lessee a part of the premises and the real property located at 421 Davis Avenue, Elkins, West Virginia, known as Darden House and is more particularly described and shown on the attached exhibit including particular office space and identified common space.

1. TERMS AND RENTAL. The term of this Lease shall be until December 31, 2023, at a monthly rental of \$250.00, which includes all utilities, payable upon the execution of this Lease and payable on the 1st of each month thereafter.

2. COVENANTS OF LESSEE. The Lessee hereby covenants and agrees:

a. TO KEEP IN REPAIR AND IN GOOD CONDITION. That it will keep the leased premises, excluding the walls, roof, and other structural members of the building, in such repair as the same are at the commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

b. NOT TO INJURE OR DEFACE. That it will not injure, overload, or deface, or allow to be injured or defaced, the premises or any part thereof.

c. NOT TO MAKE UNLAWFUL USE, ETC. That it will use the premises for the sole purpose set forth above and will not make, or allow to be made, any improper or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of West Virginia or of the United States, or any ordinance of the City of Elkins, or which would affect or endanger any insurance coverage on the building situate on the premises or increase the premium thereof.

d. NOT TO MAKE ALTERATIONS. That it will not make any alterations or additions in and to the premises without the written consent of Lessor. Any alterations or additions so made shall be considered part of the real estate and shall belong to Lessor upon the conclusion of this Lease.

e. LESSOR TO ENTER AND PERMIT THIRD PARTY USE OF THE COMMON SPACES. That it will allow Lessor, at all reasonable times, to enter and view the premises and to make any repairs which it may see fit to make. The Lessor retains the right to lease the common spaces as designated on the exhibit for events at the request of outside organizations. The Lessor will notify the Lessee of any such use.

f. TO YIELD UP PREMISES. That at the expiration of the term of this Lease, it will peaceably yield the premises up to Lessor, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted.

g. TO INDEMNIFY AGAINST ACCIDENTS AND NEGLIGENCE. That it will save harmless and indemnify Lessor from and against all loss, liability or expense that may be incurred by reason of any claim arising out of or in connection with Lessee's occupancy and use of the leased premises. Lessee shall maintain liability insurance coverage, naming Lessor as an additional insured, with a limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. Lessee's insurance policy shall apply as primary insurance with respect to any other insurance maintained by the Lessor.

h. TO BEAR RISK FOR CONTENTS. That all property of any kind that may be on the premises during the term of this Lease shall be at the sole risk of Lessee, and that Lessor shall not be liable to Lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

i. NO WAIVER. That no assent, expressed or implied, by Lessor to any breach of any of Lessee's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant or of any other covenant herein

3. COVENANT OF LESSOR. The Lessor hereby covenants and agrees that it will provide fire and hazard insurance on the leased premises but not the contents therein.

4. FIRE OR OTHER UNAVOIDABLE CASUALTY. In case the premises or any part thereof shall at any time during the term of this Lease be destroyed or damaged

by fire or other unavoidable casualty so as to be unfit for occupancy and use, this Lease shall terminate.

5. RIGHT OF REENTRY. If Lessee shall neglect or fail to perform any of its covenants, Lessor may, immediately or at any time, thereafter, enter into the premises and repossess the same as of its former state and expel Lessee, but without prejudice to any remedies which might otherwise be used by Lessor for any breach of Lessee's covenants.

6. NOTICE. Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

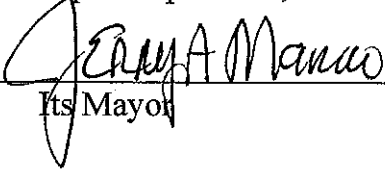
LESSOR: Mayor of the City of Elkins, City Hall,
401 Davis Avenue, Elkins, WV 26241

LESSEE: Preservation Alliance of WV

In Witness Whereof, Lessor and Lessee have set their hands and seals the day and year first written above.

CITY OF ELKINS,
a municipal corporation,

By: _____


Its Mayor

Preservation Alliance of WV

By: _____


Its: Executive Director



PRESALL-01

MPFAFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Maury, Donnelly & Parr
24 Commerce St.
Baltimore, MD 21202

CONTACT NAME:
PHONE (A/C, No, Ext): (410) 685-4625 **FAX (A/C, No):** (410) 685-3071
E-MAIL ADDRESS:

INSURED
Preservation Alliance of West Virginia
421 Davis Ave. #4
Elkins, WV 26241

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		B 4030788534	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			B 4030788534	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Elkins, WV is named as landlord/additional insured.

CERTIFICATE HOLDER

CANCELLATION

The City of Elkins, WV
421 Davis Avenue
Elkins, WV 26241

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	October 17, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	All Veterans Memorial update
Recommended By:	Clerk
Summary:	The city recently renewed its lease with DOH for this property. That lease was executed by City of Elkins with a representative from DOH on Oct. 13 and will now be transmitted to the W. Va. Secretary of Transportation for finalizing. Discussion at the last Municipal Properties Committee meeting included directing the City Attorney work with the All Veterans Memorial Council on an MOU assigning roles administering the property. Nothing to report at this meeting. Local groups are collaborating on securing funding to install a Gold Star Family Memorial on the property (see attached map). Gold Star Family Memorials are a type of memorial promoted by the Woody Williams Foundation. Funding for this project would be raised by both the foundation and the Elkins Rotary Club. Here is information about these memorials from the foundation's website. The Gold Star Families Memorial Monument Initially, the Foundation's goal was to establish a Gold Star Families Memorial Monument in Woody's home state of West Virginia. Once that monument was complete, a new mission became clear to Woody and those at the Woody Williams Foundation to establish these monuments in as many communities as possible in all 50 states and U.S. territories. Gold Star Families Memorial Monuments are a two-sided tribute made of black granite. One side bears the words: Gold Star Families Memorial Monument, a tribute to Gold Star Families and Relatives who sacrificed a Loved One for our Freedom. The other side tells a story



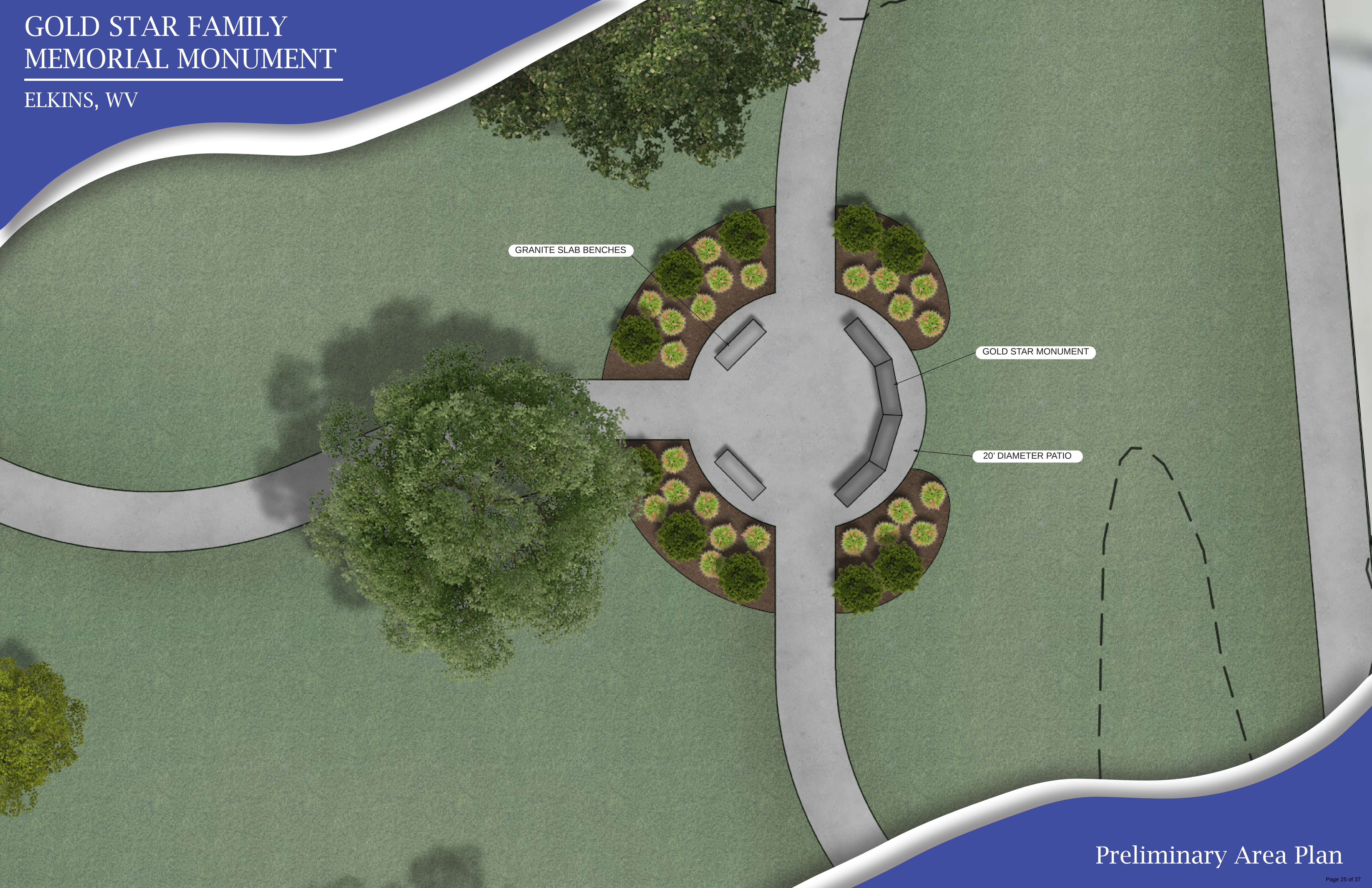
CITY OF ELKINS AGENDA ITEM REPORT

	through the four granite panels: Homeland, Family, Patriot, and Sacrifice. At the center of this tribute, is a silhouette of a saluting service member which represents the Legacy of the Loved Ones who have paid the ultimate sacrifice for our Freedom. Together, these features tell each community's unique story based upon the Pillars of the Foundation.
Fiscal Impact:	The Woody Williams Foundation and the Elkins Rotary Club are raising money for the Gold Star Families Memorial. No contributions are currently being sought from the city budget for any current or future needs of the memorial and park. DOH has long mowed the grass in the open areas and has communicated that it has no plans to stop doing so. The proposed MOU with the All Veterans Council will delineate responsibility for landscaping and maintenance close to any paths and monuments. These responsibilities have long been discharged by area veterans groups around the current memorial.
Recommendation:	For the committee's information and any actions the committee sees fit to take or recommend to council.
Attachments:	1. Elkins-Gold Star Family Memorial 2. Gold Star Memorial example photo 1 3. Gold Star Memorial example photo 2

GOLD STAR FAMILY
MEMORIAL MONUMENT
ELKINS, WV



GOLD STAR FAMILY
MEMORIAL MONUMENT
ELKINS, WV







Gold Star
Families
Memorial
Monument

A tribute to

Gold Star
Families
and
Relatives

who sacrificed
a Loved One
for our Freedom.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	October 17, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Governor Kump House
Recommended By:	Clerk
Summary:	The City Attorney and Operations Manager are compiling information about the terms of ownership, expenses, and other matters related to this property. This item is on the agenda to allow for any needed reports or discussion. The will and information about expenses are attached for reference.
Fiscal Impact:	n/a
Recommendation:	No recommendation concerning this property at this time.
Attachments:	1. Pages from Memo for Kump House w Attachments - 2023_09_18

Last Will and Testament

I, Mary Gamble Kump, a resident of Elkins, Randolph County, West Virginia, being of sound and disposing mind, do make, publish and declare this to be my last will and testament, hereby revoking all former wills and codicils made by me.

ARTICLE I.

I direct that all my just debts, costs of administering my estate, funeral, burial, and medical expenses be paid as soon after my death as is practical. My Executor shall pay off the balance of the deed of trust against the real property hereinbelow described as the "Kump House". Further, I direct that all death, succession, estate and inheritance taxes that shall become payable in respect of any property or interest passing under this will or otherwise shall be charged against the respective devisees, legatees, beneficiaries, transferees or other recipients according to the interest they received. Any such taxes shall be charged against any property passing or which may have passed to any of them. My Executor shall be entitled to reimbursement from such person for tax paid by my Executor attributable to such property.

ARTICLE II.

I give and bequeath all my interest in the Kump Family silver to the following named persons, in equal shares, per stirpes: Hazel Kump Burford, William Turner Kump, Ann Kump Murphy, Meredith Kump Beaver, Herman Guy Kump, II, Cyrus Kerr Kump, Mary Frances Emmons, Caroline Emmons Hamilton, Jane Woodell Urschel, Nancy Woodell Warlick, Betty Kump Spaulding, Marsha Kump Mitchell, Benjamin F. Kump, III, Christopher Brooks Kump, Margaret Roberts Perdue, Mildred "Scottie" Roberts Weist, Heather Roberts Viola, Peter Rudolph Roberts, M.D., and Samuel Kump Roberts, M.D.

ARTICLE III.

1. I give, devise and bequeath the following to the City of Elkins, West Virginia, to be held in trust, said trust designated as the "Herman Guy and Edna Scott Kump House Trust" and hereinafter referred to as the "Kump House Trust", and administered in accordance with the provisions of Article VI herein:

a. All that certain tract or parcel of land located at 401 South Randolph Avenue, Elkins, West Virginia, being approximately six and one-half (6 1/2) acres, more or less, and including all improvements on and appurtenances thereto belonging and hereinafter referred to as the "Kump House", having been built and resided in by Herman Guy and Edna Scott Kump.

b. All my interest in the rugs in the Kump House, including but not limited to, the oriental rugs owned by me and the large mohair rugs, and all other household goods and furnishings located within the Kump House, except as provided for herein. It is my desire that my Co-Trustees take the proper

MSK

steps to ensure that the rugs and other household goods and furnishings are preserved and well maintained.

2. In the event that the City of Elkins, West Virginia, does not accept the trust share created in this Article III within One Hundred Twenty (120) days of my death, I give, devise and bequeath said trust share to the County Commission of Randolph County, West Virginia, to be administered in accordance with the provisions of Article VI herein.

3. For the purposes of this Article III, the Kump House Trust shall terminate under the following circumstances:

a. The City of Elkins, West Virginia, does not accept the Kump House Trust within One Hundred Twenty (120) days of the date of my death and the County Commission of Randolph County, West Virginia, does not accept the Kump House Trust within One Hundred Eighty (180) days of the date of my death.

b. The income and any principal distributions as authorized by Article IV herein are insufficient to maintain and repair the Kump House.

c. If at any time and for whatever reason, the City of Elkins, West Virginia, or the County Commission of Randolph County, West Virginia, as the case may be, determines that it does not want to maintain the Kump House under the provisions herein.

4. In the event that the Kump House Trust terminates as defined in this Article III, paragraph 3 hereinabove, I direct that my Executor or Co-Trustees, as the case may be, shall:

a. Sell the Kump House for full fair market value, at public or private sale, and to distribute the net proceeds from such sale to the following named persons in equal shares: Hazel Kump Burford, William Turner Kump, Ann Kump Murphy, Meredith Kump Beaver, Herman Guy Kump, II, Cyrus Kerr Kump, Mary Frances Emmons, Caroline Emmons Hamilton, Jane Woodell Urschel, Nancy Woodell Warlick, Betty Kump Spaulding, Marsha Kump Mitchell, Benjamin F. Kump, III, Christopher Brooks Kump, and Samuel Kump Roberts, M.D., hereinafter referred to as Trust Beneficiaries. In the event that any Trust Beneficiary predeceases the distribution of his or her trust share, my Executor or Co-Trustees, as the case may be, shall distribute such deceased Trust Beneficiary's trust share in equal shares to his or her issue alive at my death. I intentionally exclude Margaret Roberts Perdue, Mildred "Scottie" Roberts Weist, Heather Roberts Viola, and Peter Rudolph Roberts, M.D., as Trust Beneficiaries of the trust created in this Article III as I have previously paid to them full commercial fair market value for their minority interests in the Kump House. Although I have also paid Samuel Kump Roberts, M.D., full commercial fair market value for his interests in the Kump House, I intentionally include Samuel Kump Roberts, M.D. as a Trust Beneficiary of the trust created in this Article III in appreciation for his many kindnesses as my friend and physician. My Executor or Co-Trustees, as the case may be, have authority to execute deeds and contracts necessary to convey said real estate.

b. Allow each of the following named persons to choose one item of Kump House household goods, furnishings and rugs, excluding those items otherwise provided for herein, from the Kump House which holds special sentimental value to that person and sell the remaining household goods and furnishings, at private or public sale, and distribute the net proceeds therefrom to the following named persons: Hazel Kump Burford, William Turner Kump, Ann Kump Murphy, Meredith Kump Beaver, Herman Guy Kump, III, Cyrus Kerr Kump, Mary Frances Emmons, Caroline Emmons Hamilton, Jane Woodell Urschel, Nancy Woodell Warlick, Betty Kump Spaulding, Marsha Kump Mitchell, Benjamin F. Kump, III, Christopher Brooks Kump, Margaret Roberts Perdue, Mildred "Scottie" Roberts Weist, Heather Roberts Viola, Peter Rudolph Roberts, M.D., and Samuel Kump Roberts, M.D.

ARTICLE IV.

1. I give, devise and bequeath all the rest, residue and remainder of my estate, of whatever nature and wheresoever situate, to the City of Elkins, West Virginia, to be held in trust, such trust designated as the "Herman Guy and Edna Scott Kump House Endowment Trust" and hereinafter referred to as the "Kump House Endowment Trust", to be used primarily for the maintenance and repair of the Kump House and also for the purposes described hereinbelow in Article V.

2. My Co-Trustees shall pay the income from the Kump House Endowment Trust to the City of Elkins, West Virginia, or the County Commission of Randolph County, West Virginia, as the case may be, to be used primarily to repair and maintain the Kump House and its environs and further to fund the purposes of the trusts created herein as described in Article V. If the income is insufficient, the Co-Trustees may distribute to the City of Elkins, West Virginia, or the County Commission of Randolph County, West Virginia, as the case may be, such sums of principal from the Kump House Endowment Trust as the Co-Trustees deem necessary for repair and maintenance of the Kump House after first taking into consideration all other possible sources for payment of the costs of repair and maintenance of the Kump House. My Co-Trustees shall oversee that all distributions from the Kump House Endowment Trust shall be applied as provided for in this Article IV, paragraph 2, by the City of Elkins, West Virginia, or the County Commission of Randolph County, West Virginia, as the case may be.

3. My Co-Trustees shall have the authority to and add to the Kump House Endowment Trust additional property contributed to said trust at any time by any person, by testamentary transfer, by insurance contract, trust designation, or with the consent of the Co-Trustees, by inter-vivos transfer. All such original and additional property is referred herein collectively as the "trust estate".

4. If at any time my Co-Trustees determine in their sole discretion that the accumulated income from the trust estate is sufficient to meet the current and future repair and maintenance costs of the Kump House, I authorize my Co-Trustees to distribute funds to the City of Elkins, West Virginia, or the County Commission of Randolph County, West Virginia, as the case may be, to construct a tennis court and outdoor swimming pool to be used for the purposes as hereinbelow set forth in Article V. It is my

M.S.K.

desire that my Co-Trustees enlist the services of Gary Murphy, Civil Engineer, to survey and assist in the planning and development of such construction.

5. In the event that the Kump House Trust created in Article III terminates as provided for in Article III, paragraph 3, then this Kump House Endowment Trust shall terminate and my Executor or Co-Trustees, as the case may be, shall distribute the trust estate created in this Article IV to the Davis-Memorial Presbyterian Church of Elkins, West Virginia, free and clear of all trusts.

ARTICLE V.

1. (a) It is my desire to provide a home for teachers and professors moving to or living in the Elkins, West Virginia, area to work in their profession but who do not have a place to live in the Elkins, West Virginia, area; thus, I desire that the Kump House itself be used as a residence hall for such teachers and professors to promote educational purposes.

(b) My Co-Trustees may, as they deem necessary in their sole discretion, require teachers and professors to pay the minimum amount necessary to defray expenses involved in using the Kump House as such residence hall for said teachers and professors. Notwithstanding the prior sentence, my Co-Trustees are prohibited from exercising any power or discretion that would be inconsistent with the qualification of the trust under Section 501 (c)(3) of the Internal Revenue Code and the corresponding regulations.

2. It is my desire that every child in Randolph County have a nice, safe place to go to enjoy activities that promote good citizenry development; thus, I desire the environs of the Kump House and other improvements thereon, excluding the Kump House itself, be used as facilities for camping and other recreational purposes for such groups as the Boy Scouts of America, Girl Scouts of America, 4-H Clubs, and other youth groups properly chaperoned, whether those groups be for religious, educational or for other good citizenry developmental purposes for every child of Randolph County during his or her minority; provided that such groups are consistent with the qualification of the trust under Section 501 (c)(3) of the Internal Revenue Code and the corresponding regulations.

3. It is my desire that my Co-Trustees enlist the services of Gary Murphy, Civil Engineer, to survey and assist in the planning and development of the camping area around the vicinity of the Kump Orchard, family garden, and lawn area.

ARTICLE VI.

1. The Laws of the State of West Virginia shall govern the operation of the trust and my Co-Trustees shall have the powers enumerated in West Virginia Code §§44-5A-2 and 44-5A-3 incorporated herein by reference thereto as if such were set forth in detail herein.

2. Notwithstanding Article VI, paragraph 1, my Co-Trustees shall not exercise any power or discretion granted herein or under State laws which would be inconsistent with the qualification of the trust under the Internal Revenue Code §§501(3)(c) and the corresponding regulations.

M.G.K.

3. My Co-Trustees shall have the power to amend this trust in any manner required, without court authorization, for the sole purpose of ensuring that the trust qualifies under Internal Revenue Code §501(3)(c).

ARTICLE VII.

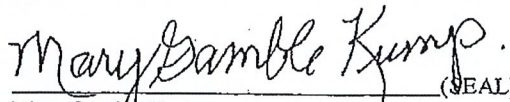
I nominate and appoint the Prosecuting Attorney of Randolph County, the Mayor of the City of Elkins, the Judge of the Twentieth West Virginia Judicial Circuit Court, the Pastor of the Davis Memorial Presbyterian Church and the President of Davis and Elkins College to serve as my Co-Trustees without bond or other security being required of them for acting as my Co-Trustees. In the event that either the Prosecuting Attorney of Randolph County, the Mayor of the City of Elkins, the Judge of the Twentieth West Virginia Judicial Circuit Court, the Pastor of the Davis Memorial Presbyterian Church and the President of Davis and Elkins College is unable or unwilling to serve as Co-Trustee, the remaining Co-Trustees may by majority vote appoint a Pastor of a church located in the City of Elkins to serve as successor Co-Trustee without bond or other security.

ARTICLE VIII.

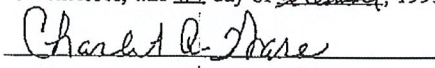
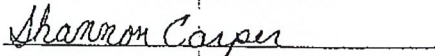
I nominate and appoint the Citizens National Bank, Trust Department, of Elkins, West Virginia, as Executor of this my last will and testament to serve without bond or other security.

My Executor shall have full power and authority to do any and all things necessary for the complete administration of my estate, including the power, without obtaining the order of any court, to sell, at public or private sale, and to transfer, assign, and convey any of the property, real, personal, or mixed, belonging to my estate and to compound, compromise, or otherwise settle or adjust any and all claims, charges, debts, and demands whatsoever, against or in favor of my estate, as fully as I could do if living. My Executor may execute and deliver valid deeds for and leases on any real property I may own at the time of my death and such leases may be for terms extending beyond the time required for the administration of my estate.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my seal to this my last will and testament on this 17th day of December, 1999.


Mary Gamble Kump (SEAL)

Signed, acknowledged, published and declared by Mary Gamble Kump as and for her last will and testament, in the presence of us, who, in her presence, at her request, and in the presence of one another, have hereunto subscribed our names as witnesses, this 17th day of December, 1999.

STATE OF WEST VIRGINIA,

COUNTY OF Bartol TO-WIT:

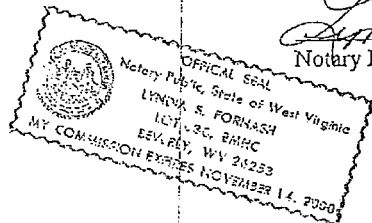
I Lynnda S. Fornash, a Notary Public in and for the County and State aforesaid, hereby certify that Charles C. Nare and Shannon Carper this day personally appeared before me in my said county and, being duly sworn, say that they are each over twenty-one years of age, that they this day acted as attesting witnesses to the signing and execution of the will of Mary Gamble Kump, which will bears date the 17 day of December, 1999, and to which will this affidavit is attached; that they acted as such witnesses at the request of the testatrix; that the will was signed and acknowledged by the testatrix as and for her last will and testament in their presence; that they subscribed their names to the will as attesting witnesses in the presence of the testatrix and in the presence of one another, all of them and the testatrix being present together; and that at the time of the signing of the will, they believe the testatrix was of sound mind and disposing memory and over twenty-one years of age; and that they are making this affidavit at the request of the testatrix to be preserved by her and produced along with said last will and testament when the same is offered for probate.

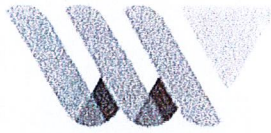
Charles C. Nare
Shannon Carper

Taken, subscribed and sworn to before me by Charles C. Nare and Shannon Carper, this 17 day of December, 1999, as witness my hand and official seal.

My Commission expires: 11-14-2000

Lynnda S. Fornash
Notary Public





WVcorp

City of Elkins

Coverage Term : 07/01/2023 - 07/01/2024

FINAL CONTRIBUTION ALLOCATION : BUILDINGS AND CONTENTS SCHEDULE

DOCUMENT NUMBER : PR_75693 - Printed : 07/10/2023

Replacement Cost or Stated Otherwise

Line #	Policy #	Policy Description	Street Address	City	Policy Value	Fire Value	Replacement	Building's Risk	Building's Contents Value	Actual Value	Actual Cost Value	Contribution
Business Income / Extra Expense			\$100,000 included at no charge		\$100,000.00 Limit							\$0.00
C15	1	Dardin House	421 Davis Avenue	Elkins	\$164,000.00	\$0.00	\$2,500.00					\$182.04
C2	1	Fire Station	214-220 Fourth Street	Elkins	\$1,915,785.00	\$82,000.00	\$2,500.00					\$2,195.32
C24	1	Street Dept. Garage	Corner of Baxter/Chestnut Sts.	Elkins	\$1,130,000.00	\$100,000.00	\$2,500.00					\$1,365.28
C26	1	Dwelling	401 Randolph Avenue	Elkins	\$588,000.00	\$51,153.00	\$2,500.00					\$709.45
C28	1	Salt Storage	1 Baxter Street	Elkins	\$20,000.00	\$0.00	\$2,500.00					\$22.20
C29	1	Pole Building	18 Henry Avenue	Elkins	\$40,000.00	\$0.00	\$2,500.00					\$44.40
C30	1	Rec. Center/Offices	142 Robert E. Lee Extension	Elkins	\$2,502,000.00	\$75,000.00	\$2,500.00					\$2,860.44
C30	2	Storage Building	142 Robert E. Lee Extension	Elkins	\$40,000.00	\$0.00	\$2,500.00					\$44.40
C5	1	City Hall	401 Davis Avenue	Elkins	\$5,121,678.00	\$322,378.00	\$2,500.00					\$6,042.84
C6	1	Landfill Building	Rural Elkins	Elkins	\$30,348.00	\$5,408.00	\$2,500.00					\$39.69
C6	2	Pre-Fab Landfill Building	Rural Elkins	Elkins	\$3,245.00	\$9,734.00	\$2,500.00					\$14.41
S10	1	#7 Lift	Vector Avenue	Elkins	\$52,000.00	\$0.00	\$2,500.00					\$57.72
S11	1	#8 Lift	Whitman Avenue	Elkins	\$52,000.00	\$0.00	\$2,500.00					\$57.72
S12	1	#9 Lift	15th Street	Elkins	\$52,000.00	\$0.00	\$2,500.00					\$57.72
S13	1	#10 Lift Station	Teasberry Hills	Elkins	\$52,000.00	\$0.00	\$2,500.00					\$57.72
S14	1	#11 Lift	31 Jones Drive	Elkins	\$52,000.00	\$0.00	\$2,500.00					\$57.72
S14	2	Flood Control Office	31 Jones Drive	Elkins	\$78,000.00	\$26,000.00	\$2,500.00					\$115.44
S14	3	Storage Building 2	31 Jones Drive	Elkins	\$3,120.00	\$3,120.00	\$2,500.00					\$6.93
S14	4	Digester Building Storage	31 Jones Drive	Elkins	\$78,000.00	\$0.00	\$2,500.00					\$89.58
S19	1	Limestone Silo	Industrial Park Road	Elkins	\$200,000.00	\$0.00	\$2,500.00					\$222.00
S27	1	Office Building	31 Jones Drive	Elkins	\$39,000.00	\$0.00	\$2,500.00					\$33.30
S3	5	Lift Station	Barron Avenue	Elkins	\$621,920.00	\$0.00	\$2,500.00					\$690.32
S4	1	Control Building	Industrial Park Road	Elkins	\$702,369.00	\$140,700.00	\$2,500.00					\$935.80
S4	10	Decant Tank	Industrial Park Road	Elkins	\$70,304.00	\$0.00	\$2,500.00					\$78.04
S4	12	Glendale Lift Station #3	Industrial Park Road	Elkins	\$108,160.00	\$0.00	\$2,500.00					\$120.06
S4	13	Pre-treatment Plant	Industrial Park Road	Elkins	\$176,800.00	\$0.00	\$2,500.00					\$199.25
S4	14	Lift Station 3	Industrial Park Road	Elkins	\$71,106.00	\$0.00	\$2,500.00					\$78.93
S4	15	Water Sludge Storage	Industrial Park Road	Elkins	\$328,289.00	\$0.00	\$2,500.00					\$364.40
S4	16	WWTP Influent	Industrial Park Road	Elkins	\$183,801.00	\$0.00	\$2,500.00					\$204.02
S4	2	Generator Building 1	Industrial Park Road	Elkins	\$83,200.00	\$0.00	\$2,500.00					\$92.35

Account Management - (View)

File Edit Options Functions Help Chat



Account 001 441-213-0001

Fiscal Year 2022-2023 Current

Account Name Kump House Utilities

General Balance Budget Budget Adjustments History Detail

Transaction date range: 01/01/2022 to 12/31/2023

Filter

Drag a column header here to group by that column

Date	Tran	Reference	Description	Amount	Vendor	Invoice
06/28/2023	A92982	CHK: 013776	Kump Ed Center 0516-061423	61.14	00484	Kump 061423
07/12/2023	A93899	CHK: 013818	Est of MGK 0608-071023	65.94	00471	MGK 071223
07/28/2023	A94253	CHK: 013925	Est of MGK 0624-071723	9.68	00471	Kump 081723
07/28/2023	A94259	CHK: 013927	Kump Ed Center 6/14-7/17/23	47.42	00484	Kump 072823
08/10/2023	A94454	CHK: 013983	Est of MGK 0718-080823	28.33	00471	Kump 083023

Gas \$108.56
Electric \$103.95

5 records

212.51

☐ Edit This Record

Clear

View

to

Geraldine Roberts

From: Mike Kesecker <mkecker@cityofelkinswv.com>
Sent: Monday, August 21, 2023 8:58 AM
To: Geraldine Roberts
Subject: FW: Kump house work

Gerry,

Here is a summary of work done at the Kump house by the operations department. I did have Shawn list work that we have done in the past as well, that we would probably be expected to continue to do under the current agreement.

If you have any questions, please give me a call.

Thanks,

Mike Kesecker
Operations Manager
304.636.1414 ext.1441



From: Shawn Akers <sakers@cityofelkinswv.com>
Sent: Friday, August 18, 2023 12:40 PM
To: Mike Kesecker <mkecker@cityofelkinswv.com>
Subject: Kump house work

Hi Mike,

For this year the work performed at Kump house is,
Brushhogged the upper field 3 times with 1 person total or 5 hours with farm tractor with a 5' brush hog and approximately 5 gallon of fuel.

Years past the street department has done backhoe work by moving tree's that have fallen, installed French drain from gravel lot past the canopy past the front porch. We installed 2 - 4" plastic perforated lines approximately 2' deep wrapped in typar and filled with #57 aggregate.

We also blow the whole yard out during leaf season.

We have installed Christmas lights with the bucket truck.

Chris Carr has spent a couple times over there as well talking to Mrs Heather Biola on a few odd jobs.

In the winter we have plowed snow and applied #8 stone for traction as needed.

If you have any questions don't hesitate to call.

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone