



City of Elkins

Municipal Properties Committee Meeting

November 13, 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 October 17, 2023
4. **Reports**
5. **New business**
 - a. Architect's update concerning Sanitation Garage
 - b. Architect's update on city hall HVAC project
 - c. Briefing on abandonment request
 - d. Request from RCDA for endorsement of additional Industrial Access Road Grant concerning Riverbend Road
 - e. Location for recycling site
 - f. Darden House proposal from Woodlands Development & Lending
 - g. Governor Kump House
6. **Announcements**
7. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 13, 2023
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of October 17, 2023
Recommended By:	City Clerk
Summary:	Minutes proposed for the committee's meeting of Oct. 17
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. Municipal Properties - 2023_10_17 - minutes_proposed

MUNICIPAL PROPERTIES COMMITTEE REGULAR MEETING MINUTES

***401 Davis Avenue
City Hall, Council Chambers
October 17, 2023
11:00 a.m.***

Present were Committee Members: Nanci-Bross-Fregonara, Dave Paker

Also present were: Steve Himes (Fire Chief), Mike Kesecker (Operation Manager), Jeremy Deighan (Communication Specialist), Tracy Judy (City Treasurer), Gerry Roberts (City Attorney), and Liz Roberts (Executive Secretary).

Cody Kerns was absent.

MINUTES

Cw. Bross-Fregonara **MOVED APPROVAL OF THE MINUTES OF THE SEPTEMBER 19, 2023, MEETING. The motion carried.**

PRESENTATIONS

Lisa Easton of Main Street reported on recent and upcoming events and activities, including Heritage, Art Mania, downtown trick-or-treating, and the Boo Mile inflatable costume run.

NEW BUSINESS

- a. Darden House proposal from Woodlands Development and Lending.

No action was taken on this agenda item.

- b. Darden House Leases

No action was taken on this agenda item.

- c. All Veterans Memorial

The committee and attendees discussed potential plans for a Gold Star Families Memorial and other possible improvements on the grounds adjacent to the All-Veterans Memorial. A design proposal from GAI Consultants, at a cost of around \$18,000, was discussed. The committee had questions about project oversight and funding sources. No action was taken on this agenda item.

d. Governor Kump House

No action was taken on this agenda item.

Cw. Bross-Fregonara **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 12:15 p.m.

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

Name & Title

Signature



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 13, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Architect's update concerning Sanitation Garage
Recommended By:	Operations Manager
Summary:	Bryson Van Nostrand will update the committee concerning plans for the new Sanitation Garage.
Fiscal Impact:	TBD
Recommendation:	Consider and make recommendations
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 13, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Architect's update on city hall HVAC project
Recommended By:	
Summary:	Bryson Van Nostrand will update the committee concerning plans for the city hall HVAC project.
Fiscal Impact:	TBD
Recommendation:	Consider and make recommendations
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 13, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Briefing on abandonment request
Recommended By:	City Clerk
Summary:	The clerk will brief the committee on a pending alley abandonment request.
Fiscal Impact:	n/a
Recommendation:	For information only
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 13, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Request from RCDA for endorsement of additional Industrial Access Road Grant concerning Riverbend Road
Recommended By:	City Attorney
Summary:	From Robbie Morris, RCDA director: The RCDA has received another Industrial Access Road Grant for the work on Riverbend Park Road to create the entrance into the new industrial park. As with the last the agreement last fiscal year, they need the City to sign it as well considering the road hasn't been transferred yet. We are waiting on the final survey work and legal descriptions to be received before we get that process started. If you could send this through the city process and have it executed as soon as possible, I would appreciate it. If you have any questions, please let me know.
Fiscal Impact:	None
Recommendation:	Consider for recommendation to council
Attachments:	1. FY24 Grant Agreement - DOH Signed

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
AGREEMENT
RANDOLPH COUNTY INDUSTRIAL PARK
INDUSTRIAL ACCESS ROAD
RANDOLPH COUNTY**

THIS AGREEMENT, executed in triplicate, made and entered into this _____ day of _____, 20____, by and between the West Virginia Department of Transportation, Division of Highways, hereinafter called "Division," the Randolph County Development Authority, 10 11th Street, Suite A, Elkins, West Virginia 26241, hereinafter called "RCDA," and the City of Elkins, a West Virginia municipality, 401 Davis Avenue, Elkins West Virginia 26241, hereinafter called "City,"

WITNESSETH that,

WHEREAS, RCDA desires the participation of Division in the implementation of an Industrial Access Road project that will provide access for the Randolph County Industrial Park (hereinafter "Park") in Elkins, Randolph County; and

WHEREAS, RCDA has submitted an Industrial Access Road application and has provided assurance to the extent practicable that industrial investment is to occur, and the Randolph County Commission has, by resolution dated April 24, 2023, endorsed and supported the construction of said Industrial Access Road project; and

WHEREAS, Division considers it to be in the public interest to participate in this project, which furthers economic development in West Virginia and promotes a safe and efficient transportation system, and has approved the use of Fiscal Year 2024 Industrial Access Road funds;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

- I. RCDA is to submit for Division's review and approval appropriate construction plans and related documents, which collectively are referred to as the "Plans," for the performance of work that will be implemented through RCDA and for which Division will utilize Industrial Access Road funds to reimburse, to a maximum amount specified in this Agreement, actual eligible expenses incurred by RCDA. The scope of RCDA's work, as it pertains to the State Highway System and which hereinafter is called "IAR Project," is to consist primarily of, but is not necessarily limited to, the modification of approximately 0.04 miles of existing roadway ("Riverbend Park Road") currently under the jurisdiction of the City, and construction of a new roadway extending approximately 0.02 mile from Riverbend Park Road to a dead end near the railroad owned by the West Virginia Division of Multimodal Transportation Facilities adjacent to the Park. The rail crossing will be constructed concurrently with the roadway improvements with conduit placed under rail line for any future signalization required by the railroad. Division reserves the right to require RCDA to conduct, at RCDA's expense, prior to construction of Project, a public informational meeting regarding IAR Project.

- II. As part of submission of Plans, RCDA shall provide Division with site plans identifying grading, drainage, access, lot layout, utilities, signing and other pertinent features of the Park. Any signing associated with Park and its tenants shall conform to Division's guidelines and with all pertinent outdoor advertising rules and regulations.
- III. The Plans are subject to the review and approval of Division and are to be developed, to the extent practicable, in accordance with Division's current Design Directives, criteria, and guidelines. Division's approvals, if given, shall be in writing.
- IV. For IAR Project, RCDA shall secure the approvals and/or permits, if any, required by other governmental agencies, and shall comply with all applicable Federal, State, and local environmental laws and regulations. Prior to any reimbursement by Division of any construction costs incurred by RCDA for IAR Project, RCDA shall furnish Division with acceptable documentation of such approvals, permits, and compliance. RCDA shall be responsible for coordinating with and obtaining any necessary approvals from the West Virginia Division of Multimodal Transportation Facilities concerning work pertaining to the railroad adjacent to Park.
- V. The implementation of IAR Project will necessitate additional right-of-way and possibly other easements to be obtained by Division. All right-of-way and any easements necessary for IAR Project shall be clearly indicated on RCDA's Plans. RCDA may be required to submit for Division's approval separate Right-of-Way plans that would be prepared in accordance with Division's Design Directives. RCDA shall verify, as part of the development of Right-of-Way plans, ownership of the surface rights and interest sufficient for public highway purposes pertaining to all properties from which additional right-of-way and easements are to be conveyed.
 - A. City shall convey to Division Riverbend Park Road between CR 219/34 and the intersecting point of the proposed new roadway to be constructed as part of IAR Project. City agrees to convey to Division, waiving its right to payment of just compensation in eminent domain for all property and property interests conveyed, as well as for all damages to the abutting property not conveyed, from City's property the additional right-of-way and any necessary easements including, without limitation, rights of subjacent and lateral support, as indicated on the Plans, free and clear of all encumbrances with covenants of a special warranty unless otherwise agreed by Division, and subject to the approval of the West Virginia Board of Public Works (hereinafter the "WVBPW").
 - B. As necessary for IAR Project, RCDA shall obtain, in RCDA's name and in accordance with Division's acquisition procedures and regulations, any right-of-way or other easements from any other property. RCDA agrees to convey to Division, waiving its right to payment of just compensation in eminent domain for all property and property interests conveyed, as well as for all damages to the abutting property not conveyed, from RCDA's property the additional right-of-way and any necessary easements including, without limitation, rights of subjacent and lateral support, as indicated on the Plans, free and clear of all encumbrances with covenants of general warranty unless otherwise agreed by Division, and subject to the approval of the West Virginia Board of Public Works (hereinafter the "WVBPW").
 - C. In the event the WVBPW does not approve the donation by RCDA or by City to Division and instead requires that RCDA or City be compensated for the right-of-way, Division then may utilize, subject to written concurrence of the RCDA, whatever amount of Industrial Access Road funds approved by Division for IAR Project is necessary for Division to acquire, in Division's name and in accordance

with Division's acquisition process, the right-of-way or easements necessary for IAR Project that otherwise would have been conveyed to Division by RCDA or City. Any cost incurred by Division for appraisals or residential relocations that may be necessary in this event shall be paid utilizing the Industrial Access Road funds approved by Division for the IAR Project. Division shall notify RCDA if Division's total cost of acquisition of right-of-way, including any cost to obtain appraisals, is expected to exceed three hundred thousand dollars (\$300,000.00).

- VI. Prior to reimbursement by Division to RCDA of more than one hundred thousand dollars (\$100,000.00) for construction costs associated with IAR Project and prior to Division's acceptance of construction of IAR Project and release by Division of any bond that may be provided by RCDA as part of the issuance by Division of an encroachment permit, RCDA and City shall convey to Division the right-of-way and any easements necessary as described in Paragraph V. of this Agreement.
- VII. RCDA is to provide for Division's review and approval appropriate legal descriptions and plats, prepared in accordance with Division's Design Directives, necessary for the conveyance to Division of right-of-way. After the legal descriptions and plats have been approved by Division, Division then shall prepare and cause to be recorded appropriate conveyance documents in the Office of the Randolph County Clerk.
- VIII. Prior to construction of IAR Project, RCDA shall be responsible for ensuring that all necessary relocation or adjustment of utilities associated with IAR Project is completed. Division shall bear none of the cost of such relocation or adjustment, or installation of any new utility within Park. All utility work within Division's right-of-way shall be performed in accordance with the West Virginia Division of Highways manual entitled, *Accommodation of Utilities on Highway Right of Way and Adjustment and Relocation of Utility Facilities on Highway Projects*, June 2007, or later version.
- IX. RCDA may install utilities as part of construction of IAR Project, however RCDA shall be responsible for all utility costs for such construction and Division shall have no financial obligation for the cost of utility installation. If RCDA installs or allows to be installed any such utility prior to acquisition by Division of the right-of-way associated with IAR Project, Division shall have no financial obligations or liability regarding any relocation of such utility that may be necessary in the future, nor any liability in eminent domain or otherwise for any taking of or damage to the RCDA's facilities, and RCDA agrees that RCDA shall be entirely responsible for such financial obligations, including any cost of design/engineering, construction, inspection, traffic control and any other activities necessary for such relocation. All occupancy of Division's right-of-way must be in accordance with the Division's policies and rules governing accommodation of utilities, except as may be provided in this Agreement.
- X. After receipt of Division's written approval of the Plans pertaining to IAR Project, after RCDA obtains from Division any necessary encroachment permit, and after Division provides to RCDA authorization to proceed with construction and related work, RCDA then shall administer the construction of IAR Project in the manner that follows.
 - A. RCDA shall advertise a construction contract for competitive bid, which contract shall include provisions regarding the payment by RCDA of any applicable State or Federal prevailing wage rates and conformance with the West Virginia Jobs Act.
 - B. RCDA shall accept and open bids.

- C. After opening bids, RCDA shall provide to Division a summary of the bids received, the RCDA's engineer estimate, and the RCDA's recommended award of the construction contract.
 - D. After obtaining Division's concurrence with RCDA's proposed award of the construction contract, RCDA then may, if desired, award and administer the construction contract for IAR Project.
- XI. For IAR Project, RCDA shall provide construction inspection and materials acceptance. RCDA shall provide to Division, as part of RCDA's submission of invoices for reimbursement, copies of all daily inspection reports and copies of materials certifications corresponding to the work performed for which the RCDA requests reimbursement for IAR Project.
- XII. Division's authorization to proceed is contingent upon receipt of any Federal Highway Administration approval and authorization that may be required and upon RCDA's compliance with all stipulations and requirements set forth herein.
- XIII. RCDA, and its Contractors and Subcontractors, shall furnish evidence of having at least the minimum amounts of insurance required of the Contractor in Section 103.7 through and including Section 103.7.4 of the *West Virginia Division of Highways, Standard Specifications, Roads and Bridges, Adopted 2023* (hereinafter the "Standard Specifications"), and supplements thereto for any work arising from, relating to or pertaining to, in any way, the IAR Project. RCDA shall require that its Contractor(s) and Subcontractor(s) have current West Virginia contractor's licenses and are authorized by the West Virginia Secretary of State to conduct business in West Virginia. The RCDA shall name the Division as an additional insured on all policies of insurance required by the Standard Specifications, except for worker's compensation. The RCDA shall require that its Contractor(s) and Subcontractor(s) shall name the Division as an additional insured on all policies of insurance, except worker's compensation.
- XIV. Funding for IAR Project shall be provided and administered in the manner that follows.
- XV. The maximum amount payable by Division as set forth in the May 5, 2023 Agreement is hereby increased by four hundred thousand dollars (\$400,000.00), from two hundred eighty thousand dollars (\$280,000.00) to six hundred and eighty thousand dollars (\$680,000.00). Commission shall be responsible for one hundred percent (100%) of all costs in excess of six hundred and eighty thousand dollars (\$680,000.00).
- A. RCDA initially shall bear the cost of IAR Project. Upon submission by RCDA to Division of properly documented invoices that clearly identify the actual cost incurred by RCDA for construction of IAR Project, which invoices shall include copies of payments made by RCDA to its IAR Project consultant (associated only with construction) or Contractor, Division then shall reimburse RCDA for the actual eligible construction costs of IAR Project. Division shall reimburse RCDA no more than one hundred thousand dollars (\$100,000.00) until the conveyance to Division of all right-of-way and easements associated with IAR Project is complete, subject to the provisions of Paragraph V. of this Agreement.
 - B. RCDA may submit invoices for reimbursement at any time during IAR Project construction, but no more frequently than monthly. RCDA shall clearly indicate Final Invoice, when appropriate.
 - C. For IAR Project, Division shall have no financial responsibility for the cost associated with:
 - 1. utility installation, relocation, or adjustment.

2. acquisition of right-of-way or easements, unless Division purchases right-of-way subject to the provisions of Paragraph V. of this Agreement.
 3. site development associated with industrial or other parcel(s) within or adjacent to Park.
 4. preparation of Plans for IAR Project.
 5. construction that is performed prior to receipt by RCDA of written approval of and notice to proceed from Division.
 6. any construction activities that are performed by any entity not procured through appropriate competitive bidding.
 7. any cost that is not an allowable use of the Industrial Access Road Fund pursuant to the provisions of West Virginia Code Chapter 17, Article 3A.
- D. At the time of application for IAR funds, RCDA identified total qualified industrial investment of nine hundred fifty-seven thousand five hundred dollars (\$957,500.00) for IAR Project. Prior to advertisement by Division of a construction contract for IAR Project, RCDA shall submit to Division a surety acceptable to Division in the amount of one hundred eighty-four thousand two hundred fifty dollars (\$184,250.00) with corporate surety licensed to do business in the State of West Virginia and approved by Division. This surety shall be conditioned upon RCDA, within five (5) years of the date Division opens to public travel the new roadway constructed under the terms of this Agreement, constructing or having constructed an industrial site, as described in Chapter 17, Article 3A of the West Virginia Code, acceptable to Division, that would constitute an additional total qualified investment within the property served by the new roadway amounting to one million eight hundred forty-two thousand five hundred dollars (\$1,842,500.00), which is over and above the present nine hundred fifty-seven thousand five hundred dollars (\$957,500.00) investment, as ascertained by financial records. If no industrial site acceptable to Division is constructed and the required total qualified investment is not fulfilled within the period specified, then the surety shall be proportionally forfeited based on the ratio that the total investment within said five (5) years bears to the required two million eight hundred thousand dollar (\$2,800,000.00) total qualified industrial investment.
- XVI. Any construction Change Order that will increase the cost of IAR Project, or any proposed revision of Plans, must be approved by Division prior to the performance of any work associated with such Change Order or any revision to the Plans.
- XVII. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- A. the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - B. the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- XVIII. To the fullest extent permitted by law, RCDA at all times does, and shall, assume all risks of damage to its property, and property of others, and injury or death to all persons (including, but not limited to, any employee or agent of RCDA, Contractor or Subcontractor) resulting directly, indirectly or otherwise by (a) the actions or omissions of RCDA, any Contractor or any Subcontractor, or their respective agents and employees, (b) by any condition of the property, (c) by any failure of RCDA, any Contractor or any Subcontractor, or their respective agents and employees, to comply with any applicable law, rule, regulations or order of any governmental authority, or to comply with any provision of this Agreement, or (d) by any other cause related to performance of work

hereunder by RCDA, RCDA's Contractor, or RCDA's Subcontractor, including maintenance of the roadway or failure to maintain the roadway as required by this Agreement. RCDA hereby acknowledges that the allocation of risk set forth in this provision of the Agreement is a part of the consideration to be provided to Division by RCDA for performance of this Agreement.

- XIX. Division may terminate this Agreement upon thirty (30) days' written notice to RCDA. Upon termination, Division shall be liable only for payment in accordance with the terms of this Agreement for work performed or costs irrevocably obligated prior to the effective date of termination.
- XX. Division shall have the right to make reasonable use of RCDA's property and City property for purposes of ingress and egress at the site as may be necessary for Division's periodic review of IAR Project.
- XXI. RCDA shall properly maintain the new roadway section until such time Division accepts construction of the IAR Project. After acceptance by Division of the construction of IAR Project, RCDA shall have no authority over or any maintenance responsibility for the new roadway to be constructed under the terms of this Agreement. After completion of the IAR Project, Division agrees to provide, at no cost to City, snow removal and ice control along Riverbend Park Drive.
- XXII. RCDA shall ensure that pavement markings and signing in conformance with the current Manual on Uniform Traffic Control Devices are installed and adequately maintained along all non-Division roadways open to the public within Park for as long as any portion of Park is occupied. RCDA shall address to the satisfaction of Division issues pertaining to Park that Division notifies RCDA represent a public safety or traffic operation concern.
- XXIII. This Agreement shall be binding upon the successors and assigns of each party hereto. This agreement may not be assigned without the prior written consent of Division.
- XXIV. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.
- XXV. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- XXVI. Any resolution of the RCDA or City Council necessary to authorize compliance with the terms of this Agreement is attached hereto. In the absence of any such attached resolution, the duly authorized officer by whose signature RCDA and City enter this Agreement warrant that no such resolution is necessary.
- XXVII. This Agreement is entered in and shall be construed in accordance with the laws of the State of West Virginia.

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

**WEST VIRGINIA
DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS**

APPROVED AS TO FORM THIS
12 DAY October, 2023,
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF TRANSPORTATION
DIVISION OF HIGHWAYS

Jan C. Wadman 2310038
Legal Division Contract No.

By: Jimmy Wriston, P. E.
Secretary of Transportation/
Commissioner of Highways

**RANDOLPH COUNTY
DEVELOPMENT AUTHORITY**

(signature)
By: _____
(printed name)
Title: _____
(printed title)

CITY OF ELKINS

(signature)
By: _____
(printed name)
Title: _____
(printed title)

(To be executed in triplicate)

Distribution: Master File
RCDA
City



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 13, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Location for recycling site
Recommended By:	Operations Manager
Summary:	The recycling drop-off location on Baxter Street is too small for the proposed new recycling program (for which funding has not yet been determined). If this program can be funded, a location will need to be identified. The Operations Manager will brief the committee.
Fiscal Impact:	TBD
Recommendation:	Consider and make recommendations
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 13, 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:	November 13, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	Governor Kump House
Recommended By:	Committee
Summary:	Placeholder for ongoing updates and discussion concerning the future of the Governor Kump House.
Fiscal Impact:	TBD
Recommendation:	Consider and make recommendations
Attachments:	None