



City of Elkins

Municipal Properties Committee Meeting

February 12, 2024
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 January 8
4. **Reports**
5. **New business**
 - a. Downtown parking
 - b. Request from Tygart Hotel for reserved loading/unloading in front of building
 - c. Land swaps from RCDA:
 - Riverbend Park Road – From City of Elkins to WV Division of Highways
 - Center of Wood Technology Center Building – From City of Elkins to Randolph County Development Authority
 - Strip along Wilson Street – From Randolph County Development Authority to City of Elkins
 - d. Rosie the Riveter Memorial
Permission to apply to DOH for right-of-way access
 - e. City real property and rights of way
6. **Announcements**
7. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 12, 2024
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of January 8
Recommended By:	City Clerk
Summary:	Minutes proposed for the committee's January 8 meeting
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. municipal properties - 2024_01_08 - minutes_proposed

MUNICIPAL PROPERTIES COMMITTEE REGULAR MEETING MINUTES

***401 Davis Avenue
City Hall, Council Chambers
January 8, 2024
11 a.m.***

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

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 HEARING ON THE PETITION OF COCA COLA CONSOLIDATED, INC. (CCCI) TO ABANDON AN OPENED PORTION OF AN ALLEY KNOWN AS COKE LANE.

The public hearing opened at 11:01 a.m. and closed at 11:02. There were no public comments.

PUBLIC COMMENT

There was no public comment.

MINUTES

Parker **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF DECEMBER 11, 2023.** The motion carried.

REPORTS

Bross-Fregonara read a report from Elkins Main Street.

NEW BUSINESS

- a. *Petition of Coca Cola Consolidated, Inc. (CCCI) to abandon an opened portion of an alley known as Coke Lane*

Stokes informed the committee that the pre-hearing steps required under Elkins City Code § 93.070 et. seq., Street and Alley Abandonment Procedures, had been followed.

Representatives of CCCI appeared to present the company's request for the abandonment of the southern end of the section of Coke Lane between 10th and 11th Street. CCCI proposes either an Option A, closing the alley to other through traffic and making the

alley a dead end, or Option B, creating an “access road” at right angles to the course of the alley connecting to Davis Avenue. Justifications for the closure include safety for pedestrians (including children, who currently are observed trespassing around forklifts and large trucks) and crime prevention.

The City Attorney reviewed the code section’s grounds for rejecting such a petition.

Parker **MOVED RECOMMENDING “PLAN A” TO COUNCIL FOR APPROVAL.** The motion carried.

b. Update on open bids and contracts

Kesecker provided updates on plans for the construction of the Sanitation Garage, the awarding of the Downtown Flowers contract, and a recent meeting with Downstream Strategies about grant opportunities to fund projects under the Streetscape Master Plan.

d. City-owned real property

Roberts reported that there has been no progress yet on finalizing the transfer of the Darden House to Woodlands Development Group.

Judy reported that utility bills for the Gov. Kump House will become the responsibility of the Kump trust’s board of directors as of the next billing.

Marco reported on collaborative efforts between the city, the county, and other parties to design, construct, and maintain proposed new development and features on the grounds of the All-Veterans Memorial. He also reported that the All-Veterans Memorial Council plans to establish a foundation to receive donations for the care of the memorial and park.

The meeting adjourned at 11:59 a.m.

The foregoing minutes were approved at the meeting of _____.

Name & Title

Signature



CITY OF ELKINS AGENDA ITEM REPORT

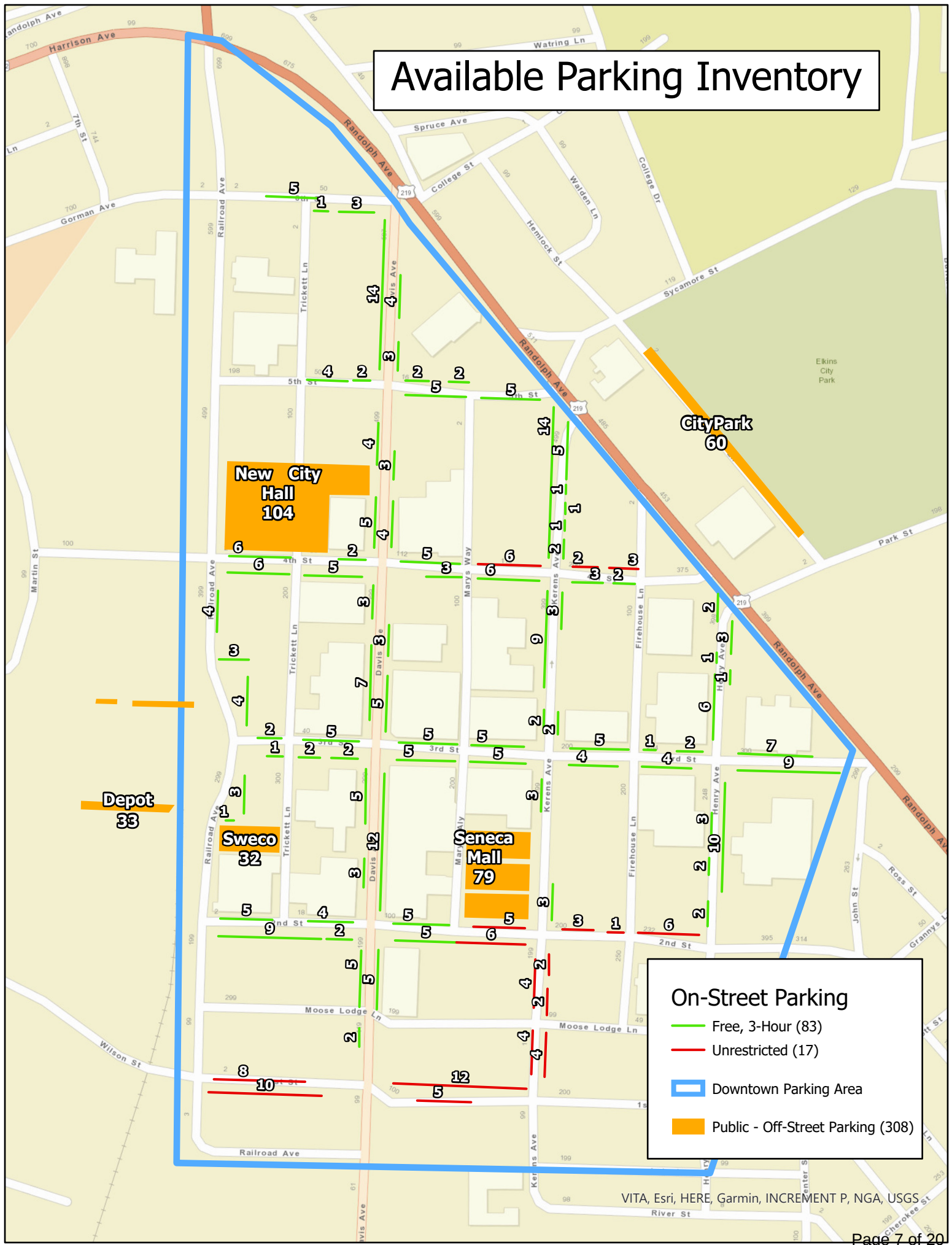
Meeting Date:	February 12, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Downtown parking
Recommended By:	City Clerk
Summary:	With increasing business activity downtown, certain issues related to parking need attention. Except for a few blocks in the southeast corner of the Central Business District, it's illegal to park on the street for more than 3 hours. This raises the following questions: 1. Is there a need for residential permits? 2. Is there a need for business/employee permits? 3. Is there a need for spaces that allow longer than 3 hours but aren't uncontrolled? If yes, perhaps this could be addressed through pay-by-kiosk parking, which could be piloted in the city-owned Seneca Mall and Town Square parking lots (which would also clarify question 4, below). 4. Is it legal to park more than 3 hours in the Seneca Mall or Town Square public parking spaces (i.e., unreserved spaces)? Some additional questions: 1. Are we in fact short on parking spaces? What is the factual basis for thinking so? If business owners park in front of their businesses, does this suggest they believe there is plenty of curbside parking elsewhere for their customers? 2. If we are short on parking spaces, should we allow more parking along Railroad Avenue (might help control speed by choking up the street a little more) 3. If we are short on parking spaces, should we convert Seneca Mall lot to a small parking garage? Here are some articles about current thinking and practices regarding parking in cities:



CITY OF ELKINS AGENDA ITEM REPORT

	• https://www.vox.com/23712664/parking-lots-urban-planning-cities-housing • https://www.wired.com/story/us-cities-are-falling-out-of-love-with-the-parking-lot/ • https://www.npr.org/2024/01/02/1221366173/u-s-cities-drop-parking-space-minimums-development
Fiscal Impact:	TBD
Recommendation:	Discuss and consider possible actions
Attachments:	1. Available Parking Inventory by Ben 2021 2. Downtown On-Street Parking Map 2.24.22

Available Parking Inventory



On-Street Parking

Free, 3-Hour (83)

Unrestricted (17)

Downtown Parking Area

Public - Off-Street Parking (308)



Downtown Parking Area



On-Street Parking

- Free, 3-Hour
- Unrestricted
- No Parking

N





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 12, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Request from Tygart Hotel for reserved loading/unloading in front of building
Recommended By:	City Clerk
Summary:	The Tygart Hotel is requesting two reserved loading/unloading spaces on Davis Avenue in front of the building. Please see the attached letter from Shane Jones, the hotel's general manager.
Fiscal Impact:	None
Recommendation:	Consider for recommendation to council
Attachments:	1. Tygart Hotel Request Letter - Municipal Properties Committee Meeting



Tygart Hotel
206 Davis Avenue
Elkins, West Virginia 26241
304.924.4279
gm.tygart@uptoparmanagement.com

February 8th, 2024

Municipal Properties Committee
City of Elkins
917 S. Railroad Ave,
Elkins, West Virginia 26241

Dear Members of the Municipal Properties Committee,

I hope this letter finds you well- my name is Shane Jones, General Manager of the Tygart Hotel & Oxley House Restaurant in Elkins, West Virginia.

I am writing to formally request the designation of two parking spots in front of the Tygart Hotel as loading/unloading zones specific to the Tygart Hotel. The purpose of this request is to facilitate a smoother and more convenient check-in process for our hotel guests.

The Tygart Hotel is a prominent establishment in the heart of Elkins, contributing to the local economy and providing a welcoming atmosphere for visitors. In an effort to enhance the guest experience, we propose the allocation of the specified parking spaces to be used exclusively for loading and unloading purposes.

The proposed loading/unloading zones will allow our guests to pull in front of the Tygart Hotel, providing them with easy access to the check-in area. Once guests have completed the check-in process, they will be directed to the assigned parking area located behind the hotel. This arrangement will not only streamline the check-in process but also contribute to the overall efficiency of the hotel's operations.

We understand the importance of proper traffic flow and the need for designated spaces within the city, and we assure you that the proposed loading/unloading zones will be utilized responsibly and exclusively for their intended purpose.

To address any concerns or questions you may have regarding this request, we are more than willing to collaborate with the committee and provide any additional information or clarification needed. Our goal is to work together to enhance the overall experience for both our guests and the community.

Please find attached on the next page, the two parking spaces that are being requested from the City of Elkins for Tygart Hotel use.



The Tygart Hotel would like to brand these two spaces specific to the Tygart Hotel in guidelines with City of Elkins requirements. The Tygart Hotel will take on the cost and production of these signs pending the design approval by the City of Elkins.

Thank you for considering our request. We look forward to the possibility of implementing these loading/unloading zones to better serve our guests and contribute positively to the community.

Sincerely,

Shane Jones
General Manager



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 12, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Land swaps from RCDA: ○ Riverbend Park Road – From City of Elkins to WV Division of Highways ○ Center of Wood Technology Center Building – From City of Elkins to Randolph County Development Authority ○ Strip along Wilson Street – From Randolph County Development Authority to City of Elkins
Recommended By:	City Attorney
Summary:	Proposed actions to clean property lines and similar matters related to land owned by or previously transferred from the Randolph County Development Authority. The City Attorney will present more information at the meeting.
Fiscal Impact:	n/a
Recommendation:	Consider for approval to council
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 12, 2024
Section:	New business
Category:	Presentation
Agenda Item Name:	Rosie the Riveter Memorial Permission to apply to DOH for right-of-way access
Recommended By:	Mayor
Summary:	The Emma Scott Garden Club has been raising funds for the installation of a Rosie the Riveter Statue adjacent to the All Veterans Memorial, near the intersection of U.S. 33 and Railroad Avenue. This land is leased by City of Elkins from the W. Va. DOH. Council approval is sought for a W. Va. DOH Right-of-Way Entry Permit Application.
Fiscal Impact:	No direct costs to install the memorial.
Recommendation:	Consider for recommendation to council
Attachments:	1. Rosie the Riveter statue ROW entry application - 2024_02_09

West Virginia Department of Transportation

Division of Highways

Right of Way Entry Permit Application

PERMIT NO. 08-2024-0007

By signing below, APPLICANT agrees to all terms and conditions (see page 2) associated with this permit to enter upon, under, over, or across the state road right(s) of way of the State of West Virginia.

Applicant: EMMA SCOTT GARDEN CLUBAddress: 118 CHESTNUT ST.City: ELKINSState: WVZip 26241Phone Number: 7038619351

Email: _____

Route Type: ☐ US ☐ WV ☐ CountyRoute Number: N/AMilepost n/aCounty: 42 - Randolph☐ Interstate ☐ HARPLatitude/Longitude at/along Roadway (in decimal degrees): 38.92949/-79.85138

Description of Work: Permit is to construct and maintain a Rosy the Riveter Statue on State Right of Way in the City of Elkins adjacent to the existing Veterans Memorial near the intersection of U. S. 33 and Railroad Avenue. Any shrubs/flowers that could impede visibility/sight distance along the roadway will not be permitted.

Length of Installation: _____ Estimated Construction Duration: _____

DOH Project Number/Name (if applicable): _____

Inspection Fees (must check one):

- ☐ For any inspection fees incurred under this permit
- ☐ At \$0.85 per linear foot of water line installed under this permit
- ☐ At \$3.37 per linear foot of sewer line installed under this permit

Applicant: Sally P. ThomasApplicant Title: President - ES GC

Applicant Printed Name: _____

Date: 1/2/2024DOH Reviewer: JGGDOH Reviewer Title: PERMIT SUPERVISORDOH Approver: gDOH Approver Title: DE

FOR DIVISION USE ONLY

DEPOSIT/BOND REQUIRED: ☐ YES ☐ NO

DEPOSIT/BOND AMOUNT: \$ _____

☐ Check Attached ☐ Bond Attached ☐ Bond On File

BOND NUMBER: _____ DATE: _____

INSPECTION:

☐ By Owner/Consultant☐ By Division☐ Full Time☐ Part Time☐ Periodic☐ Reimbursable (Authorization _____)☐ No CostPERMIT ISSUE DATE: 1/5/2024

CUSTOM ARTWORK AGREEMENT

I. Introduction

This Custom Artwork Agreement (the "Agreement") is entered into and made effective as of January 16th, 2024, by and between Big Statues, LLC (the "Artist"), and Linda Shomo (the "Buyer"). For purposes of this Agreement, each of the Artist and the Buyer may be referred to individually as a "Party" and jointly as the "Parties." Intending to be bound hereby, the Parties agree as set forth below.

II. Project Description

In accordance with the terms and conditions of this Agreement, Artist agrees to design, create, and execute a commissioned piece of art (the "Work") a Life-Size Rosie the Riveter Statue, 24x36 inch Plaque, 48" Wide by 36" High. As described in Exhibit A, Project Description, and sell the Work to the Buyer. Buyer shall provide such specifications, sketches, samples, written description, etc. as may be reasonably necessary for the Artist to create the Work.

III. Purchase Price

The commission or purchase price for the Work shall be at the set price of \$72,800 which includes the production of the art work, all labor and materials, Sculpting, design, Rush fees, Silicone molds and steel armature but not shipping. Shipping costs are being finalized and will be added to the final invoice.

IV. Intellectual Property Rights

Buyer hereby represents and warrants that Buyer either holds or has obtained all intellectual property rights, including all right, title and interest reasonably necessary for Artist to legally and lawfully create the Work without any valid claim of infringement being brought by any third party.

V. Indemnification

Buyer shall indemnify and hold Artist harmless from any and all costs and damages, including court costs and reasonable attorney fees, associated with any claim of intellectual property infringement related to Buyer's failure to obtain or control the title or necessary rights and licenses required to produce the Work. Buyer expressly acknowledges and agrees that any use of the Work is at Buyer's sole risk.

VI. Payment

Buyer agrees to pay for the commissioned statue through checks, credit cards (a 3.5% convenience charge will be assessed for all credit card payments), or wire transfers/ACH payment. Buyer must send verification of ACH payment with reference/invoice number attached. Buyer is responsible for the timely payment of all fees and for providing the Artist with a valid payment method for payment of all fees.

Will you be paying with **credit card**, and if so, do you agree to pay the **3.5% convenience charge**?

Yes, I will be paying with credit card and agree to the 3.5% convenience charge ____

No, I will not be paying with credit card ____

Initial ____

VII. Alteration

After the initial design of the statue is established and clay work has commenced, minor alterations and changes to features and textures can be changed at the request of the buyer. However, any major alterations, such as pose or clothing changes requested by the Buyer will be subject to a minimum fee of \$900, unless it is an incorrect design by the artist.

VIII. Delivery

Buyer agrees to provide accurate and complete delivery information. Once received, Artist will deliver the property to the Buyer by way of a third party delivery service to the address provided by the Buyer. Artist is in no way responsible for inaccurate delivery information if the Buyer provided address and information is used; and Buyer agrees to correct all delivery discrepancies at their expense. Buyer agrees to submit final payment upon the completion of their project. All funds/final payment must be received by the seller prior to the sculpture being shipped to its final destination.

IX. Bill of Sale

Concurrent with the delivery of the property to the Buyer, Artist will execute and deliver to Buyer and transfer ownership of the property to Buyer through a bill of sale.

X. Other Terms and Conditions

Artist will be responsible for facilitating the transportation of the statue to the Buyer at the Buyer's expense. All costs for insurance and transportation will be included.

- The finished statue will be insured for the full replacement cost during shipping from the Artist to the Buyer.

XI. Invalidity

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the Parties, and the remaining portions shall remain in full force and effect. A Party's failure to enforce any right or provisions in this Agreement will not constitute a future waiver of such or any other provision.

XII. Force Majeure

Neither Party will be responsible for failures to fulfill any obligations under this Agreement due to causes beyond their control.

XIII. Successors and Assignees

This Agreement binds and benefits the heirs, successors and assignees of the Parties.

XIV. Notices

All notices issued to a Party pertaining to the rights and obligations of the Parties as set forth in this Agreement must be made in writing. Any notice provided to the other Party must be delivered to a Party at the address shown below or some other address that a Party designates in writing or via an email with confirmed receipt. To be effective, all notices must be delivered: i) in person; ii) by certified mail; iii) by email with confirmed receipt; or by a nationally recognized overnight delivery service such as FedEx or UPS.

XV. Counterparts

This Agreement may be signed in multiple counterparts and the signature pages, when combined, will create a single document binding on the Parties.

XVI. Modification

No modification may be made to this Agreement except by the written consent of both Parties.

XVII. Waiver

If one Party waives any terms or provisions of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either Party fails to exercise or delays exercising any of its rights or remedies under this agreement, that Party retains the right to enforce that term or provision at a later time.

XVIII. Severability

If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, any such invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

XIX. Merger; Integration

This Agreement constitutes the entire agreement between Artist and Buyer and governs terms and conditions between them and supersedes any prior agreements, oral and written, between Artist and Buyer.

XX. Publication

The Buyer gives permission to the Artist to publish press releases and social media content regarding the project once it is complete and upon Buyer review and approval.

FOR ARTIST:

Matt Glenn, CEO

Date

Address:
815 West Columbia
Lane Provo, Utah

FOR BUYER:

Linda Shomo

Date

Address:

EXHIBIT A:

Shipping Information & Social Media

XXI. Shipping Address

If you could please provide the shipping address for your project as well as the name and contact number of who will oversee taking the shipment!

Shipping Address:

Name:

Contact/Phone Number:

XXII. Social Media Platforms

If you have them/would be willing to let us tag you in photos, please share your social media handles with us!

- Facebook:
- Instagram:
- Twitter:
- Tik Tok:

PROJECT DESCRIPTION:

A. Life-Size Rosie the Riveter Statue, 24x36 inch Plaque, 48" Wide by 36" High*

PAYMENTS:

B. Payment Amounts and Payment Dates

Statue(s): \$72,800

Shipping: YTD

Installation: \$5,000

Total Outstanding Payment: \$52,800

1st Payment

Amount: \$20,000 Payment Date: Paid

2nd Payment

Amount: \$26,400 Payment Date: Upon finishing of clay work

3rd Payment (+ Shipping and/or Installation)

Amount: \$26,400 Payment Date: Upon finishing of statue

A. Estimated Installed Completion Date:
7-9 Months Upon Signing Agreement

B. Special Instructions

* If checked, see additional Project specifications (e.g., drawings, sketches, samples, etc.) attached



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 12, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	City real property and rights of way
Recommended By:	City Clerk
Summary:	Review and discussion of any issues affecting city real property and rights of way.
Fiscal Impact:	TBD
Recommendation:	Review and discuss as needed
Attachments:	None