

AGENDA
JEFFERSON COUNTY COMMISSION
SECOND QUARTERLY SESSION - APRIL-JUNE 2020
THURSDAY, MAY 7, 2020
9:30 A.M.

County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

*****In compliance with the Jefferson County Commission declaration approved April 30, 2020, the public will not be admitted to the meeting room but is invited to attend via virtual meeting.***

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF ACCOUNTS PAYABLE

- April 24, 2020
- May 7, 2020

APPROVAL OF MANUAL CHECKS

- May 8, 2020

APPROVAL OF PAYROLL

- April 30, 2020

PUBLIC COMMENT

- Please submit comments via email to info@jeffersoncountywv.org. Your comments will be included in the minutes and agenda correspondence. Please remember to include your name. You may also participate in public comment during the virtual meeting.

PRESENTATIONS

1. 9:45 a.m. Nikki Painter, County Clerk/Elections
- Polling Place Location Changes for 2020 Primary - Discussion/Action
2. 10:00 a.m. Roger Goodwin, Chief County Engineer
- Complete Bond Release requests for Grace Baptist Church - Grace Baptist Church Site Work, Phase 1 (File #S17-03) - Discussion/Action
3. 10:15 a.m. Roger Goodwin, Chief County Engineer and Michelle Mason, Impact Fee Program Specialist
- Impact Fees 2020 Recalculation Study - Acceptance of Proposal - Discussion/Action

4. 10:30 a.m. Interviews and Appointments to the Jefferson County Historic Landmarks Commission - One unexpired term ending March 6, 2021 and One unexpired term ending March 6, 2023 - Discussion/Action
5. 10:45 a.m. Nathan Cochran, Assistant Prosecuting Attorney
 - Discussion of renewal of County cable franchise agreement, resolution of franchise fee audit, and related issues - Discussion/Action
 - Discussion of EEOC Charge #533-2017-00706 and 533-2019-01397 - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #19-P-69 - Discussion/Action
 - Discussion of WV Supreme Court #19-0412 (from Jefferson County Circuit Court Civil Action #17-C-282) - Discussion/Action
 - Discussion of WV Supreme Court #20-0012 (from Jefferson County Circuit Court Civil Action #19-AA-1) - Discussion/Action
 - Report by Counsel as previously assigned by Commission: creation of Jefferson County Fire Board, Jefferson County Emergency Ambulance Service Board, and organization of Jefferson County Emergency Services Agency; including potential structure, financial issues, and matters related thereto - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #17-C-174 - Discussion/Action
 - Discussion of Jefferson County Circuit Court Civil Action #20-C-26 - Discussion/Action
 - Review and report on aspects of county policies and local government/component/agency/department involvement based on the C-19 - Discussion/Action
6. 11:00 a.m. Pete Dougherty, Sheriff
 - Request to approve and renew Intergovernmental Agreement with Bolivar regarding Hotel/Motel Fees - Discussion/Action
 - Request to approve and renew Intergovernmental Agreement with Bolivar regarding Policy Services - Discussion/Action
 - Request to approve a promotion of Corporal (this is filling a vacancy since last year) effective May 24th, 2020 - Discussion/Action
 - Request to approve a promotion for Sergeant (this filling a vacancy since last year) Effective 24th, 2020 - Discussion/Action

NEW BUSINESS

7. Jefferson County Hotspot designation - Discussion/Action (JC)

COUNTY ADMINISTRATOR REPORTS

- Discuss Jefferson County Declaration and related issues - Discussion/Action
- Old Jail Cells - West Virginia Mine Wars Museum in Matewan, WV - Discussion/Action

COUNTY COMMISSION REPORTS

8. ADJOURN

CORRESPONDENCE/INFORMATION

Comments received from David Tabb regarding the April 30, 2020 Regular Meeting.

At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.

DESCRIPTION	FUND 001 CO.	FUND 003 DOG	TOTAL
Gross Wages	\$400,711.19		\$400,711.19
6.2% Tax Payable OASDI	\$24,798.97		\$24,798.97
1.45% Tax Payable HI	\$5,799.76		\$5,799.76
Fed Withholding	\$39,033.45		\$39,033.45
WV State Withholding	\$17,924.58		\$17,924.58
PERS Retirement Deduct 4.5%	\$9,967.08		\$9,967.08
PERS Retirement Deduct 6%	\$5,155.51		\$5,155.51
Hosp. Pre-Taxed	\$100.00		\$100.00
Cancer/ICU Pre-Taxed	\$656.33		\$656.33
Cancer/ICU Not Pre-Taxed	\$950.20		\$950.20
Optional Life Not Pre Taxed	\$29.75		\$29.75
Christmas Club	\$4,900.00		\$4,900.00
Wage Attach #1	\$248.31		\$248.31
Wage Attach #2	\$282.59		\$282.59
Wage Attach #3	\$500.00		\$500.00
DSRS Retirement Deduct 8.5%	\$6,760.72		\$6,760.72
457 - Nationwide	\$849.00		\$849.00
457I - Empower	\$1,995.00		\$1,995.00
457R - Roth	\$635.00		\$635.00
MD State Tax	\$592.83		\$592.83
D/VF	-\$28.40		-\$28.40
VA State Tax	\$199.12		\$199.12
Colonial(Plus)	\$81.60		\$81.60
Uniforms			\$0.00
Total Deductions	\$121,431.40	\$0.00	\$121,431.40
Net Wages Total	\$279,279.79	\$0.00	\$279,279.79
Payroll Date	April 30, 2020		

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Nikki Painter**

Department or Organization: **County Clerk/Elections**

Estimation of amount of time needed for appointment: **10 mins**

Date Requested – 1st Choice: **May 7, 2020**

If a specific date is needed, please provide reason for specific date:

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Polling Place Location Changes for 2020 Primary**

Please provide the County Commission with a description of your request or presentation, including any background information: **Ranson Elementary (Precinct 7) and TA Lowery Elementary (Precinct 29) are unavailable for the Primary Election. We are working with the school board on confirmation of alternate locations that will be presented at the meeting.**

Is this a funding request? **Y/N**

If so, how much? **\$**

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

To approve the polling place location changes as presented.

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Roger Goodwin
Department or Organization: Engineering, Planning & Zoning

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: May 7, 2020

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*): Complete Bond Release requests for Grace Baptist Church - Grace Baptist Church Site Work, Phase 1 (File #S17-03)

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of Performance Bond No. 60126206 with Capitol Indemnity Corporation construction bond security for Grace Baptist Church Site Work, Phase 1 (File #S17-03).

Is this a funding request? Y/NO

If so, how much? \$[Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): I authorize a complete release of Performance Bond No. 60126206 with Capitol Indemnity Corporation in the amount of \$189,019.00 construction bond amount for Grace Baptist Church- Grace Baptist Church Site Work, Phase 1 (File #S17-03)

Attach supporting documents for request, or request may be denied:

Construction Bond Release Letter

Bond Release Request Report

Site Map

Is equipment needed? Projector Y/NO Internet/Wi Fi Y/NO Telephone for conference call Y/NO

Contact information:

Email address: engineering@jeffersoncountywv.org Phone Number: 304-728-3257

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS



JEFFERSON COUNTY COMMISSION

124 East Washington Street, P.O. Box 250, Charles Town, WV 25414

Phone: (304) 728-3284 - Fax: (304) 725-7916

Web: www.jeffersoncountywv.org

PRESIDENT
Jane M. Tabb

VICE PRESIDENT
Ralph Lorenzetti

COMMISSIONER
Caleb Wayne Hudson

COMMISSIONER
Josh Compton

COMMISSIONER
Patricia A. Noland

May 7, 2020

Ms. Deborah M. Roth, Attorney-in-Fact
Capitol Indemnity Corporation
1600 Aspen Commons, Suite 300
Middleton, WI 53562

RE: Performance Bond No. 60126106 dated October 31, 2017, Construction Bond Surety for Grace Baptist Church – Grace Baptist Church Site Work, Phase 1 (File #S17-03).

Dear Ms. Roth:

The Jefferson County Commission authorizes a complete release of \$189,019.00 from the construction bond amount for Grace Baptist Church – Grace Baptist Church Site Work, Phase 1 (File #S17-03). This project is located at 4272 Charles Town Road approximately 1300 feet south of Hospice Lane. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Performance Bond No. 60126206 originally issued in the amount of \$189,019.00. Please contact the Jefferson County Department of Engineering, Planning & Zoning – Office of Engineering at (304) 728-3257 if you have any questions.

Sincerely,

Jane Tabb, President
Jefferson County Commission

PAN:rfb

cc: Dr. Craig Bush, Pastor
Grace Baptist Church
4272 Charles Town Road
Kearneysville, WV 25430
Department of Engineering, Planning & Zoning
Office of Engineering

County Administrator
Stephanie Grove

Deputy County Administrator
Sandy Slusher McDonald

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 03 / 12 / 2020 J.C.P.C. File No. 517 - 03

Consultant/Engineer/Firm Name: KIMBERLY PETRUCCI, PE

Mailing Address: 59 COLLINS DRIVE

City: MARTINSBURG State: WV Zip: 25403

Contact Person: KIM PETRUCCI Phone: 240+527-7530

Project/Subdivision Name: GRACE BAPTIST CHURCH SITE PLAN

Section/Phase: PHASE I Lots: _____

Review Comments:

The bond release reduction is Approved as Submitted. _____ The bond release/reduction request is Denied.

_____ Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

_____ Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: THE ROOF-MOUNTED LIGHT WAS REMOVED AS OF 04/29/2020, THEREFORE THE VIOLATION HAS BEEN ADDRESSED

Approved for:

 By: [Signature] Date: 04/29/20
County Engineer

Original Bond Amt. \$ 169,365 + 15% Cont. \$ 24,654 = Total Original Bond Amt \$ 189,019.00

Total Current Bond Amount \$ 189,019.00

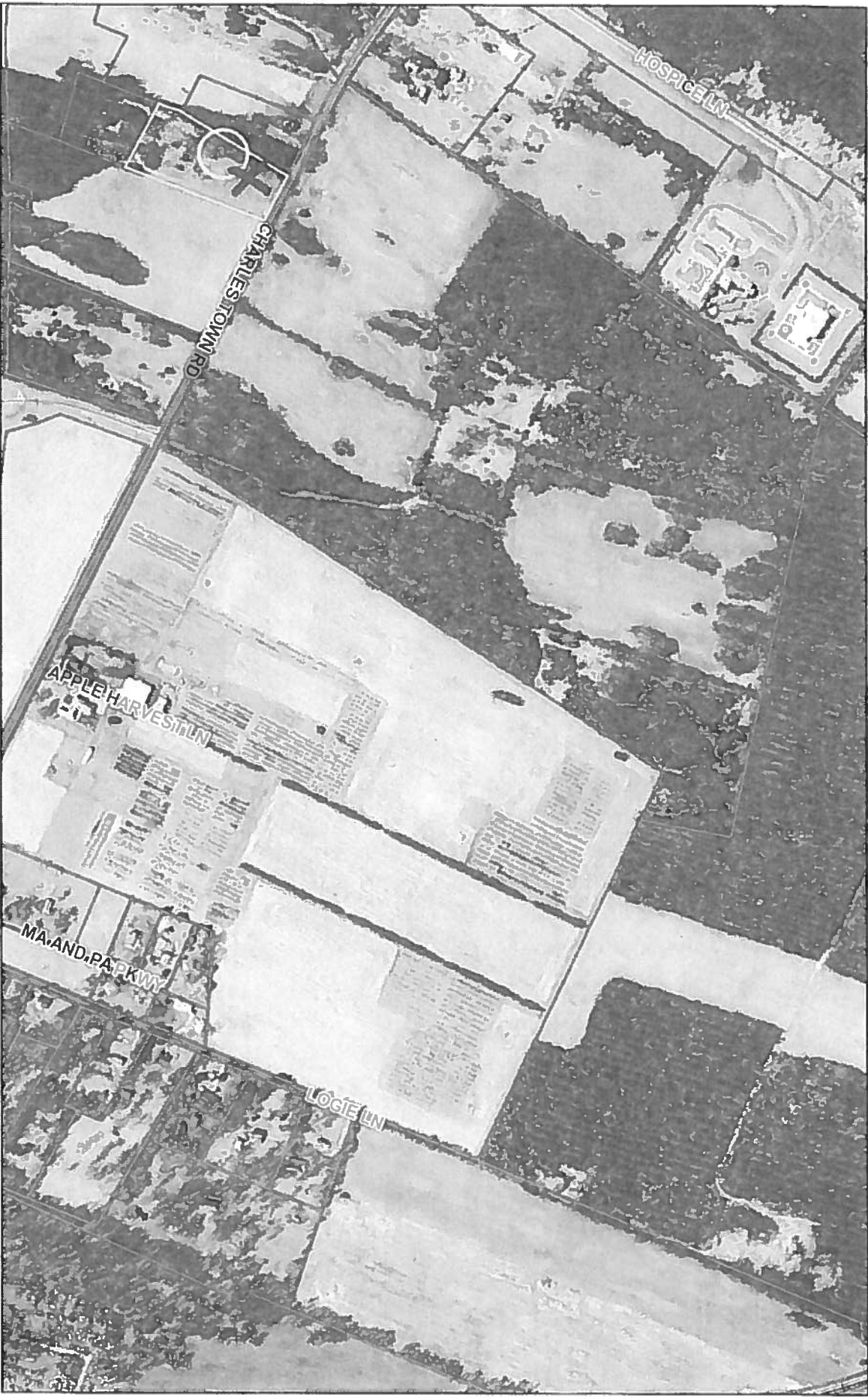
Cost of Work Remaining \$ 0 + Contingency Amount \$ 0

= Approved for Revised Bond Amount \$ 0

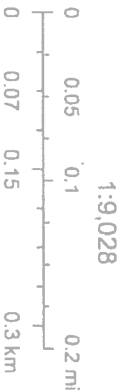
Reviewed By: Joseph W. Kent Title: L.D.I.

Signature: [Signature] Date: 04 / 28 / 2020

Viewer Map



April 30, 2020



AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Roger Goodwin, Director & Chief County Engineer**
Michelle Mason, Impact Fees Program Specialist

Department or Organization: **Jefferson County Department of Engineering, Planning & Zoning**
Office of Impact Fees

Estimation of amount of time needed for appointment: **10 minutes**

Date Requested – 1st Choice: **May 7, 2020**

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Impact Fees 2020 Recalculation Study – Acceptance of Proposal**

Please provide the County Commission with a description of your request or presentation, including any background information:

Impact fees are due for recalculation (5-year cycle). We advertised a request for proposals with a proposal submission date of April 21, 2020. Under the RFP, proposals are valid until July 19, 2020. The attached proposal from Tischler-Bise is the only proposal received in response to the Request for Proposals.

Impact fees will be calculated for: Schools, Parks & Recreation, Law Enforcement, Emergency Services and County Administrative Facilities. The bid amounts submitted by Tischler-Bise to perform the recalculations for each of the impact fee entities are as follows:

Schools	\$18,600.00
Parks & Recreation	\$11,600.00
Law Enforcement	\$ 9,200.00
Emergency Services	\$ 8,100.00
Administrative Facilities	<u>\$ 6,400.00</u>
Total Bid Amount	\$53,900.00

Is this a funding request?

No.

Impact fees will be used to fund the study and recalculation of impact fees. Funding is available from impact fee funds held in bank escrow accounts for each of the impact fee entities.

If so, how much?

Motion Requested: **Yes**

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Move to accept the proposal from TischlerBise, in the amount of \$53,900.00, to recalculate the impact fees.

Attach supporting documents for request, or request may be denied. **Copy of TischlerBise Proposal Attached**

If not attached, explain:

Is equipment needed? Projector Y/N **No** Internet/Wi Fi Y/N **No** Telephone for conference call Y/N **No**

Contact information:

Email address: mmason@jeffersoncountywv.org

Phone Number: **304-728-3256**

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

<u>FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS</u>



**PROPOSAL FOR
RECALCULATION OF IMPACT FEES
AND FEE SCHEDULE UPDATE**

*Prepared for
Jefferson County, West Virginia
April 21, 2020*



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Section 1: Cover Letter

April 21, 2020

Ms. Michelle Mason, Impact Fees Program Specialist
Jefferson County Engineering Department
Office of Impact Fees
116 East Washington Street, Suite 100
Charles Town, WV 25414

Dear Michelle:

TischlerBise is pleased to submit the enclosed qualifications to prepare a Recalculation of Impact Fees and Fee Schedule Update for Jefferson County. We bring several distinct advantages to this assignment:

1. **No other firm has the depth of experience that TischlerBise brings to this assignment.** The County will benefit from our staff's experience in identifying funding gaps and creating new revenue programs for hundreds of local government agencies across the country. **We have prepared over 1,000 impact fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been successfully challenged in a court of law.
2. **National Thought Leaders.** Two of our Project Team members for this assignment are considered national thought leaders on the subjects of impact fees, infrastructure financing strategies, fiscal/economic sustainability, and growth management. Carson Bise, AICP, recently Chaired the American Planning Association's Paying for Growth Task Force and was recently named an Affiliate of the National Center for Smart Growth Research & Education. Mr. Bise also serves on the Board of Directors for the Growth and Infrastructure Consortium, where he is a frequent presenter at the annual conference. Both Mr. Bise and Ms. Herlands are frequent speakers on impact fees and infrastructure financing at the state and national level for the American Planning Association, National Association of Homebuilders, Urban Land Institute, and the Government Finance Officers Association.
3. **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the pros and cons of impact fees, particularly the economic effect of implementation. We have unsurpassed experience as consensus builders working with a broad cross-section of urban, suburban and rural communities across country.
4. As a small firm, **we have the flexibility and responsiveness to meet all deadlines of your project.** We offer you the level of service and commitment that the larger firms save for their largest clients.

We look forward to the possibility of working with Jefferson County again and are committed to providing you with top-quality support at a very competitive price. This proposal shall remain valid for 120 days.

Sincerely



L. Carson Bise II, AICP, President
TischlerBise
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: 301-320-6900
E-mail: carson@tischlerbise.com

Section 2: Qualifications and Experience

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, user fees, market feasibility, infrastructure financing studies, and related revenue strategies. Our firm has been providing consulting services to public agencies for over thirty years. In this time, we have prepared over **900 fiscal/economic impact evaluations and over 1,000 impact fee/infrastructure financing studies** – more than any other firm.

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland (7 employees) and Boise, Idaho (1 employee). The firm's legal address is:

Principal Office

L. Carson Bise, AICP, President
 4701 Sangamore Rd, Suite 240
 Bethesda, MD 20816
 301.320.6900 x12 (w) |
 carson@tischlerbise.com

TischlerBise National Experience

TischlerBise has been the national leader in advancing the state of the practice as it relates to impact fee calculations. For example, TischlerBise has developed unique methodologies for calculating “progressive” demand indicators for not only persons per housing unit (household), but also the development of jurisdiction-specific average daily vehicle trip generation rates, using US Census Bureau data and Institute of Transportation Engineer’s formulas. These methods not only improve proportionality, but also promote housing equity. In addition, TischlerBise has developed unique impact fee methodologies to assist communities with the implementation of land use policies intended to address sprawl, congestion, and other growth management issues by helping to direct growth to planned development zones. A summary of our national impact fee experience is shown below.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Apache County	◆											
AZ	Apache Junction		◆				◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆		◆		◆		◆	◆	

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Bullhead City		◆				◆		◆			◆	
AZ	Camp Verde	◆					◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆					◆		◆	
AZ	Casa Grande		◆	◆			◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆				◆	◆		◆	
AZ	Coolidge		◆	◆			◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆				◆	◆	◆		◆	◆	
AZ	El Mirage			◆	◆		◆	◆	◆			◆	
AZ	Eloy			◆	◆		◆		◆		◆	◆	
AZ	Flagstaff	◆	◆				◆	◆	◆		◆	◆	
AZ	Gilbert		◆		◆		◆	◆			◆		
AZ	Glendale			◆	◆	◆	◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆		◆	◆	◆		◆		
AZ	Holbrook			◆	◆								
AZ	Lake Havasu City		◆										
AZ	Maricopa	◆	◆				◆	◆	◆	◆	◆	◆	
AZ	Navajo County	◆	◆					◆					
AZ	Peoria	◆	◆				◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆		
AZ	Pinal County	◆	◆				◆		◆				
AZ	Pinetop-Lakeside		◆				◆		◆	◆		◆	
AZ	Prescott	◆											
AZ	Queen Creek		◆	◆	◆		◆	◆		◆	◆	◆	
AZ	Safford			◆	◆								
AZ	San Luis		◆	◆	◆	◆	◆	◆	◆				
AZ	Scottsdale			◆	◆								
AZ	Sedona		◆			◆	◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆		◆		◆		◆		
AZ	Sierra Vista		◆				◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆	◆	◆	◆				
AZ	Springerville	◆		◆	◆								
AZ	Surprise		◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆				◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆	◆	◆				◆	
AZ	Tucson		◆										

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Wellton		◆	◆	◆	◆	◆	◆	◆				
AZ	Yuma		◆	◆		◆	◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆		◆		
CA	Banning		◆				◆	◆	◆			◆	
CA	Butte County		◆				◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆			◆				
CA	Clovis			◆									
CA	Corcoran			◆	◆		◆		◆			◆	
CA	El Centro						◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆	◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆			◆		◆	◆			
CA	Hemet		◆			◆	◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆											
CA	Mammoth Lakes		◆			◆	◆		◆	◆		◆	
CA	Maywood	◆											
CA	National City						◆	◆	◆		◆		
CA	Rancho Cucamonga								◆				
CA	Suisun City		◆						◆			◆	
CA	Temecula		◆	◆	◆		◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
CA	Visalia								◆		◆	◆	
CO	Adams County		◆										
CO	Arapahoe County		◆										
CO	Aspen	◆											
CO	Berthoud Fire District							◆					
CO	Boulder		◆				◆	◆	◆	◆	◆	◆	
CO	Castle Rock		◆			◆	◆	◆	◆	◆		◆	
CO	Colorado Springs		◆										
CO	Eaton			◆	◆		◆		◆	◆		◆	
CO	Erie		◆				◆		◆	◆		◆	
CO	Evans		◆										
CO	Durango	◆	◆										
CO	Fort Collins		◆										
CO	Garfield County		◆										
CO	Grand Junction						◆	◆	◆				

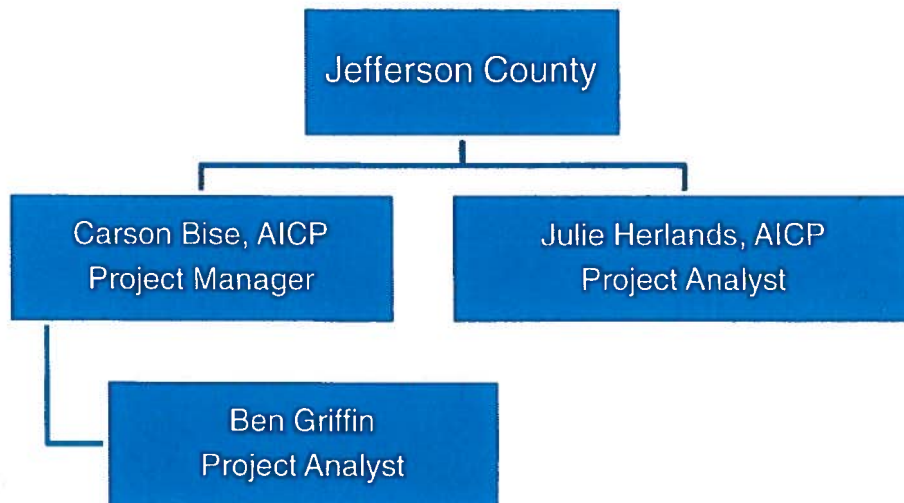
STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
CO	Greeley		◆	◆				◆	◆				
CO	Larimer County		◆										
CO	Lone Tree		◆				◆		◆	◆		◆	
CO	Longmont		◆					◆				◆	
CO	Louisville		◆				◆		◆	◆	◆	◆	
CO	Mead		◆				◆		◆			◆	
CO	Montezuma County		◆										
CO	Parker		◆				◆		◆			◆	
CO	Pitkin County		◆										
CO	Pueblo		◆										
CO	Thornton		◆				◆	◆	◆	◆		◆	
CO	Vail		◆										
FL	Manatee County		◆				◆	◆	◆	◆		◆	◆
FL	Manatee County Schools												◆
FL	Miami	◆					◆	◆	◆	◆		◆	◆
FL	Naples	◆											
FL	North Miami	◆		◆	◆		◆	◆	◆	◆	◆	◆	
FL	Parkland						◆		◆				
FL	Pasco Co. School Board												◆
FL	Port St. Lucie								◆			◆	
FL	Punta Gorda		◆				◆	◆	◆		◆	◆	
FL	South Miami		◆						◆				
FL	Seminole Co. Schools												◆
FL	Stuart		◆				◆	◆	◆			◆	
FL	West Miami			◆			◆		◆			◆	
GA	Effingham County		◆	◆	◆		◆		◆		◆		
GA	Gordon County	◆						◆	◆		◆		
GA	Henry County		◆										
GA	Roswell		◆					◆	◆		◆		
ID	Hailey		◆	◆	◆		◆	◆	◆	◆	◆	◆	
ID	Hayden		◆				◆		◆				
ID	Post Falls	◆	◆				◆		◆				
ID	Sandpoint		◆					◆	◆	◆			
ID	Shoshone Co. Fire Dept							◆					
ID	Victor		◆				◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
LA	Covington			◆	◆								
MD	Carroll County					◆		◆	◆		◆	◆	◆
MD	Charles County		◆						◆				◆
MD	Cecil County		◆				◆	◆				◆	
MD	Dorchester County	◆					◆						◆
MD	Easton	◆	◆				◆	◆	◆			◆	
MD	Frederick		◆										
MD	Frederick County		◆				◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆				◆		◆			◆	
MD	Hampstead				◆		◆		◆				
MT	Belgrade	◆	◆	◆	◆			◆	◆				
MT	Bozeman		◆	◆	◆			◆					
MT	Flathead County		◆					◆					
MT	Florence School District												◆
MT	Gallatin County	◆	◆					◆					
MT	Gallatin Co. Fire Districts							◆					
NC	Orange County								◆	◆			◆
NC	Pasquotank												◆
ND	Minot										◆	◆	
NM	Las Cruces			◆	◆								
NV	North Las Vegas	◆						◆					
NV	Nye County		◆			◆	◆	◆	◆				
NV	Washoe County		◆										
OH	Delaware						◆	◆	◆			◆	
OH	Lebanon		◆						◆				
OH	Pickerington	◆	◆				◆		◆			◆	
OH	Sunbury						◆					◆	
RI	East Greenwich							◆	◆	◆		◆	◆
RI	Middletown			◆			◆	◆	◆			◆	◆
UT	Mapleton			◆	◆	◆		◆	◆	◆			
UT	North Logan	◆	◆	◆	◆				◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆		◆	◆	◆				
UT	Sandy City		◆			◆	◆	◆		◆			
UT	Spanish Fork	◆		◆	◆	◆			◆				
UT	West Jordan		◆	◆	◆	◆	◆	◆	◆				

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
VA	Stafford County		◆										
VA	Suffolk			◆	◆								
WV	Jefferson County						◆	◆	◆			◆	◆
WY	Casper	◆	◆					◆	◆				
WY	Cheyenne		◆				◆	◆	◆			◆	◆

Section 3: Project Team Qualifications

Our Project Team for this assignment includes our most senior and experienced impact fee professionals. We have unsurpassed experience performing projects requiring the same expertise as that needed to serve Jefferson County. The role of each team member and their qualifications are briefly discussed in this section, and the organizational chart shows our project team for this assignment. *It is important to note that all three TischlerBise Project Team members are full-time TischlerBise employees. We do not “pad” our Project Team with retired principals (e.g., Chairman Emeritus) or individuals who head another division of the firm (e.g., zoning codes), and will have no direct project involvement.*



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our Project Team's interaction with the County to ensure that all work is completed properly, on time, and within budget. He will work closely with Julie Herlands and Ben Griffin, developing and reviewing all aspects of the project and providing overall quality assurance for the project. **Mr. Bise was the Project Manager on our previous engagements with Jefferson County.**

Julie Herlands, AICP, is Vice President of TischlerBise, and will serve as a Project Analyst for this assignment because of her substantial experience preparing impact fees and financing strategies, as well as her strong project management skills. Ms. Herlands will assist with controlling the work in progress and will assist with the technical requirements of the project. Most importantly, Ms. Herlands, in conjunction with Mr. Bise, will ensure constant collaboration and communication between County staff and our team through frequent progress memorandums, conference calls, and in-person meetings.

Ben Griffin, Senior Fiscal/Economic Analyst, an accomplished development fee Project Manager in his own right, will provide analytical support to the impact fee study. Mr. Griffin has been with TischlerBise for five years and has assisted or managed impact fee studies in Boulder, Durango, Erie, Lone Tree, Louisville, and Vail.

Project Team Résumés

L. Carson Bise, AICP, President

Experience

Carson Bise has 30 years of fiscal, economic and planning experience and has conducted fiscal and infrastructure finance evaluations in 39 states. Mr. Bise has developed and implemented more fiscal impact models than any consultant in the country. The applications which Mr. Bise has developed have been used for evaluating multiple land use scenarios, specific development projects, annexations, urban service provision, tax-increment financing, and concurrency/adequate public facilities monitoring. Mr. Bise is also a leading national figure in the calculation of impact fees, having completed over 300 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners*, both published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards*, also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force**. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.



SELECTED IMPACT FEE EXPERIENCE

- Daphne, Alabama – *Impact Fee Study*
- Foley, Alabama – *Impact Fee Study*
- Gulf Shores, Alabama – *Impact Fee Study*
- Orange Beach, Alabama – *Impact Fee Study*
- Apache Junction, Arizona – *Impact Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Eloy, Arizona – *Impact Fee Study*
- Siloam Springs, Arkansas – *Impact Fee Study*
- Avenal, California – *Development Impact Fee Study*
- Corcoran, California – *Development Impact Fee Study*
- Banning, California – *Development Impact Fee Study*
- National City, California – *Development Impact Fee Study*
- Mammoth Lakes, California – *Development Impact Fee*
- Rancho Cucamonga, California – *Development Impact Fee Study*

- Suisun City, California – *Development Impact Fee Study*
- Temecula, California – *Development Impact Fee Study*
- Tulare, California – *Development Impact Fee Study*
- Adams County, Colorado – *Transportation Impact Study*
- Arapahoe County, Colorado – *Rural Road Funding Strategy and Rural Road Impact Fee Study*
- Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Evans, Colorado – *Impact Fee Study*
- Erie, Colorado – *Impact Fee Study*
- Fort Collins, Colorado – *Transportation Capital Expansion Fee Study*
- Grand Junction, Colorado – *Impact Fee Study*
- Greeley, Colorado – *Impact Fee Study*
- Longmont, Colorado – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Steamboat Springs, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- Hagerstown, Maryland – *Impact Fee Study*
- Hampstead, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- North Las Vegas, Nevada – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*

- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- Spanish Fork, Utah – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*

EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference
- Dealing with the Cost of Growth: From Soup to Nuts, International City/County Management Association National Conference
- Demand Numbers for Impact Analysis, National Impact Fee Roundtable
- Calculating Infrastructure Needs with Fiscal Impact Models, Florida Chapter of the American Planning Association Conference
- Economic Impact of Home Building, National Impact Fee Roundtable
- Annexation and Economic Development, American Planning Association National Conference
- Economics of Density, American Planning Association National Conference
- The Cost/Benefit of Compact Development Patterns, American Planning Association National Conference
- Fiscal Impact Modeling: A Tool for Local Government Decision Making, International City/County Management Association National Conference
- Fiscal Assessments, American Planning Association National Conference
- From Soup to Nuts: Paying for Growth, American Planning Association National Conference
- Growing Pains, International City/County Management Association National Conference
- Mitigating the Impacts of Development in Urban Areas, Florida Chapter of the American Planning Association
- Impact Fee Basics, National Impact Fee Roundtable
- Fiscal Impact Analysis and Impact Fees, National Impact Fee Roundtable
- Are Subsidies Worth It?, American Planning Association National Conference

PUBLICATIONS

- "Next Generation Transportation Impact Fees," American Planning Association.
- "Fiscal Impact Analysis: Methodologies for Planners," American Planning Association.
- "Planning and Urban Design Standards," American Planning Association, Contributing Author on Fiscal Impact Analysis.
- "Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets," ICMA Press.

- "The Cost/Contribution of Residential Development," Mid-Atlantic Builder.
- "Are Subsidies Worth It?" Economic Development News & Views.
- "Smart Growth and Fiscal Realities," ICMA Getting Smart! Newsletter.
- "The Economics of Density," AICP Training Series, 2005, Training CD-ROM (American Planning Association)

Julie Herlands, AICP, Principal

EXPERIENCE

Julie Herlands is a Principal with TischlerBise and has fifteen years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia, for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC), Advisory Services and Research Department. Her economic and fiscal impact experience includes a wide-range of assignments in over fifteen states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled Fiscal Impact Assessment at the APA National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. She is the immediate past Chair of the Economic Development Division of the APA and **chaired the APA Task Force on Planning and Economic Development**.

SELECTED IMPACT FEE AND INFRASTRUCTURE FINANCE EXPERIENCE

- Aspen, Colorado – *Affordable Housing Mitigation*
- Boulder, Colorado – *Impact Fee Study*
- Durango – *Affordable Housing and Transit Linkage Fee*
- Evans – *Impact Fee Study*
- Castle Rock, Colorado – *Impact Fee Study*
- Parker, Colorado – *Impact Fee Study*
- Plant City, Florida – *Impact Fee Study*
- Port St. Lucie, Florida – *Impact Fee Study*
- Stuart, Florida – *Impact Fee Study*
- Kellogg, Idaho – *Impact Fee Study*
- Post Falls, Idaho – *Impact Fee Study*
- Shoshone Fire District, Idaho – *Impact Fee Study*
- Evanston, Illinois – *Impact Fee/Excise Tax Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Salisbury, Maryland – *Impact Fee Study*
- Easton, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*

- North Las Vegas – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- Catawba County, North Carolina – *School Impact Fee Studies (Three School Districts)*
- Chatham County, North Carolina – *School Impact Fee Study (One School District)*
- Orange County, North Carolina – *School Impact Fee Study (Two School Districts)*
- Abbeville County, South Carolina – *Infrastructure Financing Study*
- Beaufort County, South Carolina – *Infrastructure Financing Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*

EDUCATION

Masters of Community Planning, University of Maryland (Summa Cum Laude, Phi Kappa Phi)
 B.A., Political Science, University of Buffalo (Magna Cum Laude, Phi Beta Kappa)

SPEAKING ENGAGEMENTS

- Fiscal Impact Assessment, AICP Training Workshop, American Planning Association National Planning Conference, 2009 and 2008
- Infrastructure Financing: Funding the Gap, American Planning Association National Planning Conference, 2009
- Economic Development for Planning Practitioners, Training Workshop, American Planning Association National Planning Conference, 2009
- Voluntary Mitigation Payments: An Alternative to Impact Fees, American Planning Association National Planning Conference, 2007
- Proffers vs. Impact Fees: The Virginia Experience, National Impact Fee Roundtable, 2006
- Impact Fee—Or Is It? American Planning Association National Planning Conference, 2005
- Integrating Planning with School Demands, American Planning Association National Planning Conference, 2005
- Planning and Fiscal Reality, American Planning Association National Planning Conference, 2004

PUBLICATIONS

- "Should Impact Fees Be Reduced in a Recession?" *Economic Development Now*, August 10, 2009 (International Economic Development Council)
- "Agreements, Fees, and CIP," *The Best of Contemporary Community Planning*, 2005, Training CD-ROM (American Planning Association and Lincoln Institute of Land Policy)
- "The Connection between Growth Management and Local Economic Development," *Economic Development News & Views* (Economic Development Division of the APA)

Benjamin Griffin, Senior Fiscal/Economic Analyst

EXPERIENCE

Benjamin Griffin is the Senior Fiscal and Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked for the New Orleans Business Alliance (NOLABA) — the non-profit agency tasked with leading economic development initiatives for the City of New Orleans. Mr. Griffin also worked for the Jefferson Parish Planning Department where he gained experience in the short-range planning division. Since joining TischlerBise, Mr. Griffin has worked on fiscal analyses, market analyses, capital improvement plans, development impact fees, and revenue strategies for local governments in sixteen states.

SELECTED IMPACT FEE EXPERIENCE

- Buckeye, Arizona – *Development Impact Fee Study*
- Pinal County, Arizona – *Development Impact Fee Study*
- Maricopa, Arizona – *Transportation Impact Fee Review*
- Sierra Vista, Arizona – *Development Impact Fee Study*
- Tempe, Arizona – *Development Impact Fee Study*
- Yuma, Arizona – *Development Impact Fee Study*
- Lemoore, California – *Impact Fee Study*
- Mammoth Lakes, California – *Impact Fee Study*
- Suisun City, California – *Impact Fee Study*
- Tulare, California – *Impact Fee Study*
- Durango, Colorado – *Multimodal Impact Fee and Housing Linkage Fee Study*
- Fort Collins, Colorado – *Impact Fee Study*
- Lone Tree – *Impact Fee Study*
- Louisville, Colorado – *Impact Fee Study*
- Mead, Colorado – *Impact Fee Study*
- Thornton, Colorado – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- Manatee County School District, Florida – *School Impact Fee Study*
- Covington, Louisiana – *Impact Fee Study*
- Middletown, Rhode Island – *Impact Fee Study*
- West Jordan, Utah – *Impact Fee Study*
- Jefferson County, West Virginia—*Impact Fee Study*

EDUCATION

M.A., Urban and Regional Planning, University of New Orleans

B.B.A., Finance, University of Mississippi

Section 4: References

References for TischlerBise are shown below.

Pasco County School Board, Florida – School Impact Fee Study (2003, 2007, 2012, 2017)

Project Contact: Ray Gadd, Assistant Superintendent for Support Services

Phone: (813) 794-2860

E-mail: rgadd@pasco.k12.fl.us

TischlerBise Staff: Carson Bise and Ben Griffin

TischlerBise has completed five assignments with the District School Board of Pasco County calculating impact fees. In 2016/2017, TischlerBise revised the impact fee methodology to reflect current pupil generation rates by type of housing unit, updated construction and land costs, 2017 level-of-service standards and current revenue projections (e.g., Penny for Pasco sales tax). In addition, TischlerBise held several meetings with an advisory group made up of County and School District representatives, citizen groups, and the development community. As part of this effort, TischlerBise provided the District and stakeholders the option of implementing the impact fees under a progressive residential fee structure by size of housing unit or the traditional fee structure by type of housing unit.

Manatee County School Board, Florida – School Impact Fee Study (2018)

Project Contact: Mike Pendley, Executive Planner

Phone: (941) 708-8800 Extension 1056

E-mail: pendleym@manateeschools.net

TischlerBise Staff: Carson Bise

TischlerBise recently completed an update to the County's school impact fee. The County suspended collection of the impact fee in 2009 as enrollment stabilized. However, enrollment began increasing a number of years ago as the County emerged from the Great Recession. Given the need to provide additional student seats in response to this growth, the County hired TischlerBise to prepare a new school impact fee study. This update included several meetings with an advisory group made up of County and School District representatives, citizen groups, and the development community. An update was completed approximately 8 months after adoption to reflect the appropriate credit/offset for the renewal of the sales tax that is dedicated to the School District.

Williamson County, Tennessee – School Impact Fee Study (2016 and 2019)

Project Contact: Joe Horne, Community Development Director

Phone: (615) 790-5725

E-mail: joeh@williamson-tn.org

TischlerBise Staff: Carson Bise and Julie Herlands

Authorized by a Private Act for Williamson County, TischlerBise recently completed the first school impact fee study in the State of Tennessee. Williamson County's school enrollment is approximately 38,000, which is projected to increase by 10,000 students over the next five years. This rapid growth in school enrollment, coupled with substantial transportation funding needs, prompted the implementation of the school impact fee. A particular challenge with this study was calculating the appropriate credits required since the County has a privilege tax on new construction, a portion of which goes to the School Department for school

construction. As part of this assignment, TischlerBise conducted 5 stakeholder meetings and 2 open houses.

City of Louisville, Colorado – Impact Fee Study (2004, 2011, and 2017)

Project Contact: Heather Balsler, Assistant City Manager

Phone: (303) 335-4530

E-mail: heatherb@louisvilleco.gov

TischlerBise Staff: Carson Bise, AICP, and Ben Griffin

TischlerBise recently completed an update to the City's impact fee program. Several options were prepared for the transportation fee including the possibility of a special service area for downtown, where there is a higher internal trip capture rate. A significant stakeholder outreach process was undertaken that included six meetings with the Steering Committee, which was comprised of City staff, concerned citizens and representatives of the building community. With this update, TischlerBise recommended preparing the impact fees using progressive housing multipliers (i.e. the fee increases with the size of the dwelling unit). The primary reason for this approach was to promote housing affordability.

City of Longmont, Colorado – Impact Fee Study (2015)

Project Contact: Joni Marsh, Planning and Development Services Director

Phone: (303) 774-4398

E-mail: joni.marsh@ci.longmont.co.us

TischlerBise Staff: Carson Bise, AICP

TischlerBise was retained to review and update the City of Longmont's impact fee program. Three fee categories were included—Recreation, Public Buildings, and Transportation. This assignment included updating capital improvement plans and calculating impact fees for each fee category. The Recreation fee evaluated both a plan-based approach and consumption-based approach in order to gauge the magnitude of City General Fund exposure/commitment. The Transportation fee includes both capacity and multimodal improvements. A unique aspect of the transportation impact fee was the two-tiered structure to encourage redevelopment in the downtown core. Urban areas like downtown Longmont have distinct demographic profiles and physical traits that reduce vehicle trips, such as higher internal capture, design characteristics that promote walking and biking, and superior transit service.

Consistent with the literature review, a recent analysis of mixed-use developments in six regions of the United States found an average 29% reduction in trip generation as a function of "D" variables, including: density, diversity, design, destination accessibility, distance to transit, demographics, and development scale. Because mixed-use development located in downtown Longmont will put less strain on the external street network, trip generation rates should be less than standalone suburban development.

Section 5: Project Approach and Methodology

Project Approach

Impact fees are simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, and (4) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related capital improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.


Any one of several legitimate methods may be used to calculate impact fees for the County. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Impact Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Impact Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized police station is an example.

Incremental Expansion Impact Fee Calculation - The incremental expansion method documents the current level of service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.



Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the methodology for each component of an impact fee category will be dependent on which is most beneficial for the County. In some cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the County. There will likely be policy and revenue tradeoffs. We recognize that “one size does *not* fit all” and we create the optimum format that best achieves our clients’ goals.

Lending a Sense of Market Reality to the Development Projections. Projecting future residential and nonresidential development is more difficult now than in the past due to shifting trends in the housing market as a result of changing demographics and lifestyle choices. Changes in the retail sector combined with existing surpluses of retail space in many communities are also a concern. **TischlerBise’s extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the impact fee calculations.** Depending on the methodology employed, overly optimistic development projections can increase the County’s financial exposure if impact fee revenue is less than expected.

Historical and Projected Enrollment. TischlerBise will review historical and projected enrollment data. This review will provide an understanding of enrollment trends that have occurred overall and by type of school. Finally, we will compare historical and projected enrollment to historical and projected population/housing unit growth in order to establish any relevant trends. Our Team’s national perspective related to calculating school impact fees will inform this analysis. We will likely prepare several alternative projections of housing units and enrollment for review by Jefferson County Schools staff.

Update of Student Generation Rates and GIS Support. TischlerBise will review the current student generation rates component of the fees to confirm that the pupils per housing unit used in the previous study are still appropriate or suggest an update to the rates. We will work with the School staff to determine whether an update is needed. TischlerBise will work closely with staff on the approach, methodology, and calculations to ensure an efficient process and defensible results. One possible modification to the approach is if the School Department desires deriving rates by size of housing unit (e.g., by square footage or bedroom count) in addition to type of unit. This approach allows for a more progressive impact fee structure with smaller, “starter” homes and tiny houses, potentially generating fewer public school students. As part of the student generation rate effort, we will consider the above items as well as growth trends, and in consultation with staff, project future enrollment, which will be included in the study to document the need for school impact fees.

Public Outreach. The importance of public outreach when considering impact fees should not be overlooked. Based upon our team’s experience with impact fees across the country, we anticipate this study may attract controversy. Therefore, it is important to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the various components of the study, and to explain how it will benefit both key constituents (developers) and the general public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate, and to provide a clear and compelling logic for public adoption of an impact fee program or other exaction program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations. **We will work with staff to create appropriate collateral and other materials as part of this assignment.**

We also recommend dedicated space on the County's website for information relative to this effort, and updates on the County's social media accounts. TischlerBise will develop content for all these outlets.

Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based on the State's enabling legislation (West Virginia State Code Chapter 7, Article 20, as well as national case law. The impact fees categories are assumed to include: Schools; Law Enforcement; Parks and Recreation; Fire and Emergency Service; and County Administration Facilities.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with County staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for Jefferson County
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

Meetings:

One (1) on-site visit to meet with County staff as appropriate.

Deliverables:

Data request memorandum (prepared in advance of meeting).

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the County and determine the likely development future for the County in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Engineering, Planning and Zoning Department and other relevant staff held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the County, a final memorandum will be issued, which will become part of the final Impact Fee Report.

TASK 3: RECOMMEND STUDENT GENERATION RATES

The purpose of this task is to review and understand the current enrollment trends in the County and to determine the likely increase in public school students resulting from new development over the next ten to twenty years.

Historical and Projected Enrollment. TischlerBise will review historical and projected enrollment data. This review will provide an understanding of enrollment trends that have occurred overall and by type of school. Finally, we will compare historical and projected enrollment to historical and projected population/housing unit growth in order to establish any relevant trends. Our national perspective related to calculating school impact fees will inform this analysis. We will likely prepare several alternative projections of housing units and enrollment for review by School staff.

Prepare Student Generation Rates and GIS Support. TischlerBise will review approaches to calculating student generation rates with School staff. This will include a GIS evaluation, if geocoded enrollment data is available.

Meetings:

One (1) meeting conducted as part of Task 1.

Deliverables:

TischlerBise will prepare a draft technical memorandum discussing the recommended school enrollment projections and pupil generation rates. After review and sign-off by the School Department, a final memorandum will be issued.

TASK 4: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 5-7 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact Fee Report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the County may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the County might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas (if necessary) for each fee category.

Meetings:

Two (2) meetings with County staff to discuss capital facility needs and levels of service.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee Report.

TASK 5: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the County. In some cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the County. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the County is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings:

One (1) meeting with County staff to discuss issues related to allocation methodologies and relevant policy issues.

Deliverables:

"Storyboard" presentation on fee options.

TASK 6: DETERMINE NEED FOR "CREDITS" TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of "credits" is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of "credits" that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a

property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables:

Memoranda as appropriate. See Task 8.

TASK 7: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the County to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables:

See Task 8.

TASK 8: PREPARE DRAFT AND FINAL IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the County's review. The report will summarize the need for all relevant categories of impact fees in Jefferson County and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the County's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Meetings:

Two (2) meetings/ presentations to present the Impact Fee Study with the County Commission.

Deliverables:

Draft and Final Impact Fee Study.

TASK 8: REVIEW OF IMPACT FEE ORDINANCE

In this Task, TischlerBise will review the County's existing impact fee ordinance and recommend any revisions to reflect best practices as well as revisions required to implement the new Impact Fee Study. These revisions will be coordinated in draft form, first with staff and, as directed, with County legal counsel, before finalizing for consideration of adoption by the County Council.

Meetings:

Teleconferences with County staff/County Attorney, as needed.

Deliverables:

Draft/Final Impact Fee Ordinance.

TASK 9: PUBLIC OUTREACH

Meetings with various stakeholder groups will allow interested parties, designated by the County, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. We recommend a minimum of two meetings—one toward the beginning of the process, where we discuss, process, development projections, and preliminary methodological directions, and one to discuss the draft work product.

Meetings:

Two (2) meetings with stakeholders; these are typically timed with trips for meetings with staff and Steering Committee.

Deliverables:

Presentation materials for meetings.

Section 6: Project Schedule

Project Schedule

The table below indicates our proposed schedule for this assignment, assuming a May start date.


IMPACT FEE PROJECT SCHEDULE FOR JEFFERSON COUNTY, WEST VIRGINIA			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation / Data Acquisition	May, 2020	1	Data Request Memorandum
Task 2: Prepare Land Use Assumptions and Development Projections	May, 2020	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Recommend Student Generation Rates	May - June, 2020	1	Technical Memorandum Outlining Recommended Student Generation Rates
Task 4: Determine Capital Facility Needs and Service Levels	May - July, 2020	2	Memoranda as Appropriate
Task 5: Evaluate Different Allocation Methodologies	July, 2020	1	"Storyboard" Presentation on Fee Options
Task 6: Determine Need for "Credits" to be Applied Against Capital Costs	June, 2020	0	See Task 8
Task 7: Conduct Funding and Cash Flow Analysis	July, 2020	0	See Task 8
Task 8: Prepare Impact Fee Report, Public Presentations	July - August, 2020	2	Draft and Final Impact Fee Report
Task 9: Public Outreach	June - July, 2020	2	Draft and Final Impact Fee Ordinance

*In some cases it is assumed meetings are held with multiple departments over one (1) trip. For example, Stakeholder meetings can be held on project visits.

Project Management Approach

TischlerBise utilizes a project management process which ensures that our projects are completed on time, within budget, and most importantly, that they yield results that match our clients' expectations. Our project management plan utilizes the following principles common to successful projects:

1. First, **we begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise will identify the project goals and objectives in collaboration with County staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
2. Second, **we will plan the project schedule.** As part of the Project Initiation task, Mr. Bise will work with County staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
3. Third, **we will actively manage the project process.** Mr. Bise and Ms. Herlands both have a long history of past project successes (we encourage you to contact our references regarding this aspect) that are supported by strong project management skills. Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and will be accountable to you for meeting the schedule, budget, and technical requirements of the project.

- 
4. Finally, **we will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and chief executive officer level. Prior to the delivery of work product to you and staff, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a formal checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise will be responsible for the second set of reviews comparing the work product to the completed quality checklist form.



Section 7: Required Forms

Required proposal forms begin on the following page.

PROPOSAL FORM
Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

To: Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

c/o Jefferson County Engineering Department
Office of Impact Fees
P.O. Box 716
116 East Washington Street, Suite 100
Charles Town, WV 25414

From: TischlerBee, Inc.
Name of Proposer
4701 Sanyamore Rd. S240
Mailing Address
Bethesda, MD 20816 Montgomery County, MD
County, State, Zip Code

CONTRACTOR'S PROPOSAL

The undersigned Proposer agrees that he will contract with the Jefferson County Commission to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take as full payment the amount set forth herein.

RECALUCATION OF IMPACT FEES & FEE SCHEDULE UPDATE, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Notice of Request For Proposals
- b. Instructions To Proposer
- c. Terms and Conditions
- d. Scope of Work
- e. Proposal Form
- f. Non-Collusion Affidavit
- g. Proposer's Statement of Insurance Coverage
- h. Proposer Statement of Relevant Experience
- i. Additional information provided by the Proposer as required

Proposer acknowledges receipt (if applicable) of Addenda Number(s) _____, _____, _____, and _____.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Jefferson County Commission reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A. The County may choose to proceed with impact fee analyses for fewer than the four, and potentially only one of the identified categories. For each of the categories below, please provide an individual cost proposal to complete all necessary work to develop a fee schedule for that one category, assuming that the analysis and fee calculation for only that category will be pursued:

1. Schools impact fee analysis/calculation:

Amount Bid \$ \$18,600
Amount Bid in Words Fifteen thousand six hundred dollars

2. Law Enforcement impact fee analysis/calculation:

Amount Bid \$ \$9,200
Amount Bid in Words Nine thousand two hundred dollars

3. Parks & Recreation impact fee analysis/calculation:

Amount Bid \$ \$11,600
Amount Bid in Words Eleven thousand six hundred dollars

4. Emergency Services (ESA) impact fee analysis/calculation:

Amount Bid \$ \$8,100
Amount Bid in Words Eight thousand one hundred dollars

5. County Administrative Facilities impact fee analysis/calculation:

Amount Bid \$ \$6,400
Amount Bid in Words Six thousand four hundred dollars

B. Cost proposal to complete the full scope of work, including analysis and calculation of fee schedules for all five identified categories. If the Proposer realizes an economy of scale by performing the scope of work for all five of the impact fee categories, then this Full Scope Total Amount to complete the full scope of work for all five categories need not be equal to the sum of the individual category bid amounts provided above.

Full Scope Total Amount Bid \$ \$53,900

Full Scope Total Amount Bid in Words Fifty three thousand nine hundred dollars

Tischler Bise, Inc.
Company Name of Proposer

4701 Sangamore Road 5240
Mailing Address (PO Box or Street Address)

Bethesda, MD 20816
City, State, Zip Code

L. Carson Bise
Name of Authorized Representative

[Signature] President
Signature Title

S Corporation
Type of Business (Corp, Partnership, Sole Proprietorship)

301-320-6900 x12
Telephone Number Facsimile Phone Number

NON-COLLUSION AFFIDAVIT
(To Be Completed, Notarized, and Submitted With Bid)

Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

Jefferson County Commission
Jefferson County, West Virginia

“ L. Carson Bise , Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

L. Carson Bise, President of Tischler Bise
Proposer Name (Person, Firm, Corp.)

4701 Sangamore Road
5240
Address

Bethesda, MD 20816
City State Zip Code

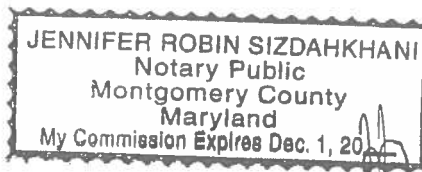
Date of Signing: 9/9/2020

[Signature]
Authorized Representative's Signature

[Signature]
Notary Signature/Seal

L. Carson Bise
Authorized Representative's Name (Typed)

President
Authorized Representative's Title



**PROPOSER'S STATEMENT
Of
INSURANCE COVERAGE**

Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposals – Recalculation of Impact Fees & Fee Schedule Update. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance, and agrees to name the Jefferson County Commission as Additional Insured for the work specified and provide certificates of insurance for the insurance coverage.

Insurance Required:

- Workmen's Compensation and Employment Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the limits listed below:

Bodily Injury \$500,000 each person
\$500,000 each occurrence

Property Damage \$100,000 each occurrence

Tischler Bue, Inc.
Name of Proposer (Person, Firm, or Corporation)

[Signature]
Signature of Proposer's Authorized Representative

L. Carson Bise, President
Name & Title of Authorized Representative (Typed)


4/8/2020
Date of Signing

PROPOSER STATEMENT OF RELEVANT EXPERIENCE
Jefferson County, West Virginia
RECALCULATION OF IMPACT FEES & FEE SCHEDULE UPDATE

List five references which your firm provided impact fee analysis/calculation services for a Municipal, County, or other governmental unit within the last six years.

I hereby certify that I have performed the work listed below:

Name of Proposer: Tischler Bise, Inc.

Signature of Proposer: 

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE
Pasco County School District, FL School Impact Fee Study	2003, 2007, 2012, 2017	\$63,000	Ray Gaddy, Deputy Superintendent	(813) 794-2860
Williamson County, TN School Impact Fee Study	2016 and 2019	\$73,500	Joe Horne, Planning Director	(615) 790-5725
Longmont, Colorado Impact Fee Study	2015	\$77,480	Joni Marsh, Asst. City Manager	(303) 774-4398
Manatee County, FL Impact Fee Study	2016	\$177,000	John Osborne, Asst. County Manager	(941) 748-4501 x 6825
Barnhart County, SC Impact Fee Study	2019	\$221,980	Eric Greenway, Planning Director	(843) 441-6129

TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office

4701 Sangamore Road, Suite S240 |

Bethesda, MD 20816

301.320.6900 x12 (w) | 301.320.4860 (f) |

carson@tischlerbise.com

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **May 7, 2020**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*):

Appointments to the Jefferson County Historic Landmarks Commission – One unexpired term ending March 6, 2021 and one unexpired term ending march 6, 2023 - Discussion/Action

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? Y/N [Click here to enter text.](#)

If so, how much? \$[Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain: [Click here to enter text.](#)

Is equipment needed? Projector Y/N [Click here to enter text.](#) Internet/Wi Fi Y/N [Click here to enter text.](#)

Telephone for conference call Y/N [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, May 7th, 2020, or as soon thereafter as the Commission may decide:

Historic Landmarks Committee - one unexpired term ending March 6, 2021 and one unexpired term ending March 6, 2023.

The Historic Landmarks Committee is specifically seeking individuals with education and experience or demonstrated special interest in historic preservation or local history drawn from one of the following professions: history, architecture, archeology, landscape architect, real estate, or law.

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414 no later than 12:00 p.m. the Monday prior to the proposed date of appointment.

Additional information regarding these appointments may be obtained by calling the Commission Office at (304) 728-3284.

P. O. Box 8
Shepherdstown, WV 25332
April 16, 2020

Ms. Jane M. Tabb, Chair
Jefferson County Commission
Charles Town, WV 25414

(Electronic transmission through jcarroll@jeffersoncountywv.org)

To Chairperson Tabb and County Commissioners,

Please consider me for a vacancy on the Jefferson County Historic Landmarks Commission (JCHLC) vice Ben Horter whose commission, as I understand, expires March 2021.

I have lived in Jefferson County since 1980. The County and West Virginia are my home. I retired from the National Park Service's Interpretive Design Center at Harpers Ferry where I worked from 1977 to 2007. I served in the United States Air Force from 1967 to 1971.

Since 2014 I have been a volunteer to the JCHLC. I have drafted National Register nominations, Section 106 clearances, and County Landmark nominations. I have attended nearly all meetings of the JCHLC since 2014. I am familiar with their goals, and I will work to further them.

If you need more background information or references, I will supply them.

Thank you for your consideration.

Sincerely,

/signed/

John Demer
(304) 876-6013

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: **Pete Dougherty, Sheriff**

Department or Organization: **Jefferson County Sheriffs Office**

Estimation of amount of time needed for appointment: **15 minutes**

Date Requested – 1st Choice:

If a specific date is needed, please provide reason for specific date:
May 7, 2020.

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*):

Please provide the County Commission with a description of your request or presentation, including any background information:

- 1. Request to approve and renew Intergovernmental Agreement with Bolivar regarding Hotel/Motel fees**
- 2. Request to approve and renew Intergovernmental Agreement with Bolivar regarding Policing Services**
- 3. Request to approve a promotion of Corporal [this is filling a vacancy since last year] effective May 24, 2020**
- 4. Request to approve a promotion for Sergeant [this is filling a vacancy since last year] Effective May 24, 2020**

Is this a funding request?

If so, how much? The first two are proposals that will bring \$81,000 into the budget; the second two items are within the budget and will result in an annual increase of \$2,299.22 for the corporal promotion and \$3080.85 for the sergeant promotion

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

[Item. 1] I move that the Jefferson County Commission approve the intergovernmental Agreement with Bolivar for Hotel/Motel fee collection.

[Item 2] I move that the Jefferson County Commission approve the intergovernmental Agreement with Bolivar for policing services.

[Item 3] I move that _____ - be approved for the promotion to Corporal effective May 24, 2020

[Item 4] I move that _____ be approved for the promotion to Sergeant effective May 24, 2020

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

**RENEWAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE
JEFFERSON COUNTY COMMISSION, THE JEFFERSON COUNTY SHERIFF'S
DEPARTMENT AND THE CORPORATION OF BOLIVAR FOR
PUBLIC SAFETY SERVICES**

This renewal of AGREEMENT is made effective July 1, 2020 between the Jefferson County Commission, [hereinafter the "Commission"], the Jefferson County Sheriff's Department [hereinafter the "Sheriff"] and the Corporation of Bolivar [hereinafter "Bolivar"] and collectively known as the "parties".

WHEREAS, Bolivar is entirely within Jefferson County, West Virginia; and

WHEREAS, pursuant to Article 14, Chapter 8 of the West Virginia Code, Bolivar has the plenary power and authority to protect persons and property within Bolivar and to preserve law and order therein; and

WHEREAS, the Commission, through the Jefferson County Sheriff's Department, pursuant to the Sheriff's Constitutional duties as the chief law enforcement officer within Jefferson County, provides law enforcement services to the entirety of Jefferson County; and

WHEREAS, the Intergovernmental Relations-Contracting and Joint Enterprises Act, W. Va. Code §8-23-1 *et seq.* authorizes the parties to contract for the provision of policing services in Bolivar and for the Commission to receive payments for the same. *See* W. Va. Code§ 8-23-7; and

WHEREAS Bolivar desires to enter into a contract with the Commission to provide policing in Bolivar by the Sheriff at such times and locations and for such periods of time as determined by the Sheriff in his professional judgment in consultation with Bolivar officials.

WHEREAS Bolivar and the Sheriff mutually desire to enhance dedicated law enforcement activity within Bolivar to improve police services for events, and directed patrols. The parties hereto understand that in order to do that additional resources are needed by the Sheriff.

WHEREAS the Sheriff, by and through the Commission, agrees to render such services upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, it is agreed between the parties as follows:

- I. POLICE SERVICES. The Commission agrees to provide police services to Bolivar at the direction and discretion of the Sheriff of Jefferson County to the extent and in the manner set forth below:
 - a. Police services provided under this contract shall encompass those police duties and functions which are of the same level, degree and type typically performed by the Sheriff in the surrounding unincorporated areas of Jefferson County;

The Sheriff shall assign the appropriate number of personnel as is deemed appropriate and necessary as determined in the Sheriff's discretion. Such services, depending on workload at any given time, may include:

- i. Routine patrols of Bolivar, including foot and vehicular patrols and other general law enforcement duties;
 - ii. Community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance at school events, checking security of businesses, and personal contacts as are customary in a small town;
 - iii. Such services WILL NOT include civil ordinance enforcement.
 - b. The Sheriff has the exclusive right to determine staffing assigned or detailed within Bolivar based on the Sheriff's assessment of the needs and available manpower in order to effectively provide for public safety. The Sheriff will strive for, but cannot guarantee in all circumstances, a response from the time of dispatch that is similar to other areas of the County;
 - c. The Sheriff shall constitute the first response for the enforcement of state law. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable state traffic codes and enhance public safety. Deputies will, when assigned to Bolivar, provide patrol services to Bolivar during their scheduled workshifts;
 - d. All matters incident to the performance of such service or control of personnel employed to render such service shall be and remain under the control of the Sheriff;
 - e. In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the Sheriff and Bolivar will mutually confer regarding said dispute; the final decision after conferring between the parties shall be made by the Sheriff.
2. CRIMINAL JUSTICE SUPPLEMENTAL SERVICES. The Commission will provide for all costs and services related to the prosecution, defense and punishment of those accused of crimes and traffic infractions within Bolivar, in the same manner and to the same extent as it does for those accused of crimes and traffic infractions in the unincorporated areas of Jefferson County.

3. COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render reasonable cooperation and assistance to each other to facilitate the provision of the services selected herein. Toward that end, liaison will be provided through a specifically identified Deputy. That Deputy will handle the day-to-day operational concerns identified by Bolivar's Mayor and residents. In addition, the designated Deputy will be available to Bolivar during mutually agreed upon days and hours, for activities such as meetings of the Town Council and appropriate community meetings. The designated Deputy will be available to consult and to coordinate with Bolivar's Mayor and other department heads.
4. REPORTING. The Sheriff will maintain accurate data collection on criminal and traffic activity and on dispatched calls for service within Bolivar's boundaries.
 - a. The Mayor will be promptly notified in the event of a significant criminal occurrence or other major event within Bolivar;
 - b. The Sheriff will provide monthly reports on criminal activity, traffic activity and on law enforcement services provided. Services provided shall be grouped by the categories of criminal occurrence, traffic activity and dispatched calls;
 - c. Media releases concerning a major criminal occurrence being investigated by the Sheriff will be prepared by the Sheriff or the Sheriff's designee and will be timely provided to the Mayor. Bolivar shall not issue any media releases regarding criminal investigations conducted by the Sheriff pursuant to this Agreement without prior approval of the Sheriff's Office.
5. PERSONNEL AND EQUIPMENT.
 - a. Neither the Commission nor the Sheriff is acting as an agent of Bolivar, but rather the Sheriff is acting as an independent contractor such that the control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the Sheriff.
 - b. All persons rendering services on behalf of the Sheriff shall be for all purposes employees of the Sheriff. Bolivar does not assume liability for the payment of any salaries, benefits, or other compensation or training and vehicle costs related to personnel employed by the Sheriff to perform services. It is agreed that all personnel shall be employees of the Sheriff and the Sheriff shall be responsible for providing salary, worker's compensation insurance and all other benefits to which such personnel are entitled by reason of their employment with the Sheriff.

- c. All equipment paid for by Bolivar remains the property of Bolivar; all equipment paid for by the Commission/Sheriff remains the property of the Commission/Sheriff.
6. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees arising from its own acts which the other party, its personnel and employees may hereafter sustain or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
7. INSURANCE. The Sheriff agrees that all insurance required to adequately cover liability, vehicles, personnel, and equipment used by the Sheriff in the provision of services pursuant to this Agreement will be provided by the Sheriff.
8. RATE. The Corporation of Bolivar shall pay an amount equal to \$80,000 per annum, payable in four installments in the amount of \$20,000.
9. PAYMENT. Payments will be made to the Sheriff of Jefferson County on the 1st day of July, October, January and April. These payments are to be made in advance of each 3 month service period.
10. TERM OF AGREEMENT. This Agreement is an annual contract in effect for twelve [12] consecutive months. Future agreements are to be agreed to and signed before April 1st in future years. The Sheriff or the Sheriffs designee shall meet with the Bolivar Town Council in March and September of each year, or sooner if required, to discuss performance under this Agreement. The Sheriff will provide summaries of activity and budget updates at these meetings. Bolivar shall have an opportunity to comment on its satisfaction with the service delivered and request adjustments or modifications. If either party wishes to discontinue this agreement, either party may terminate this agreement with at least three [3] months written notice.
11. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior discussions or representations between the Parties including, but not limited to, any representations made during negotiations, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Commission, Sheriff and Bolivar.

12. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by, and construed under, the laws of the State of West Virginia. Jurisdiction and venue for all purposes shall be in the County of Jefferson, State of West Virginia

13. NO THIRD PARTY BENEFICIARY. The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement, including the citizens of either Jefferson County or Bolivar.

14. LEGAL REQUIREMENTS. All parties shall comply with all applicable federal, state and local laws in performing this Agreement.

15. SEVERABILITY. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties are authorized to execute this Agreement as of the date written below.

Executed this 14th day of April, 2020

JEFFERSON COUNTY COMMISSION

By: _____

Date: _____

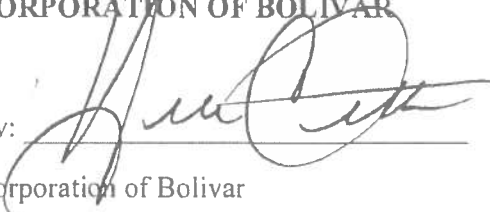
SHERIFF

By: _____

Date: _____

Peter H. Dougherty, Sheriff

CORPORATION OF BOLIVAR

By:  _____

Date: 4-14-2020

Corporation of Bolivar

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE JEFFERSON COUNTY
COMMISSION, THE JEFFERSON COUNTY SHERIFF'S DEPARTMENT, AND THE
CORPORATION OF BOLIVAR FOR TAX COLLECTION SERVICES**

This AGREEMENT is made effective July 1, 2020 between the Jefferson County Commission, [hereinafter the "Commission"], the Jefferson County Sheriff's Department [hereinafter the "Sheriff"] and the Corporation of Bolivar [hereinafter "Bolivar"] and collectively known as the "parties".

WHEREAS, Bolivar is within Jefferson County, West Virginia; and,

WHEREAS, pursuant to Article 18, Chapter 7, of the West Virginia Code, Bolivar has the power and authority, by Ordinance, to impose and collect a privilege tax upon the occupancy of hotel rooms located within its taxing jurisdiction; and,

WHEREAS, Bolivar has imposed a privilege tax upon the occupancy of hotel rooms located within its taxing jurisdiction through Ordinance November 2, 2018; and,

WHEREAS, the Commission, through the Jefferson County Sheriff's Department, collects taxes, in general, within Jefferson County, including county imposed Hotel Occupancy Tax pursuant to W. Va. Code 7-18-13; and,

WHEREAS, the Intergovernmental Relations — Contracting and Joint Enterprises Act, W. Va. Code 8-23-1 *et seq.* authorizes the parties to contract for the provision of tax collection services in Bolivar and for the Commission to receive payments for the same. *See* W. Va. Code 8-23-7; and,

WHEREAS, Bolivar desires to enter into a contract with the Commission to provide tax collection in Bolivar by the Sheriff for the collection of hotel occupancy privilege taxes in consultation with Bolivar officials,

WHEREAS, the Sheriff, by and through the Commission, agrees to render such services upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, it is agreed between the parties as follows:

1. TAX COLLECTION. The Commission agrees to provide Hotel Occupancy Tax collection for Bolivar at the direction and discretion of the Sheriff of Jefferson County to the extent and in the manner set forth below:

a. The Bolivar Hotel Occupancy Tax collected under this contract shall encompass those duties and functions which are of the same level, degree, and type performed by the Sheriff for the collection of the hotel occupancy privilege tax imposed by Jefferson County;

The Sheriff shall assign the appropriate number of personnel as is deemed appropriate and necessary as determined in the Sheriff's discretion. Such services shall include:

i. Regular and routine searches, electronic and otherwise, for hotel operations within the tax jurisdiction of Corporation of Bolivar,

ii. Regular, but in no event less than quarterly, from the date of execution of this agreement, consultation with the Corporation of Bolivar for updates on new and existing hotel operations within the tax jurisdiction of the Corporation of Bolivar,

b. The Sheriff has the right to determine his/her internal staffing assigned to the noticing and collection of hotel occupancy privilege taxes pursuant to this agreement,

c. In the event a dispute arises between the parties concerning the manner or method said taxes are collected from entities within the taxing jurisdiction of the Corporation of Bolivar, the Sheriff and Bolivar will mutually confer regarding said dispute,

d. The Sheriff shall create a separate bank account dedicated solely to the Bolivar Hotel Occupancy Tax. All monies collected or procured by the Sheriff pursuant to such tax shall be placed and held in said account until remitted to the Corporation of Bolivar as described in below in section "2. TAX REMITTANCE".

2. TAX REMITTANCE. The Commission agrees to remit to the Corporation of Bolivar the Hotel Occupancy taxes collected for Bolivar by the Sheriff of Jefferson County to the extent and in the manner set forth below:

a. The remittance of taxes collected under this contract shall occur regularly, but in no event less than quarterly, with the first remittance due and payable on April 1, 2020;

b. In the event a dispute arises between the parties concerning the manner or method hotel privilege taxes are remitted to Bolivar, the Sheriff and Bolivar will mutually confer regarding said dispute.

3. COOPERATION AMONG PARTIES. It is hereby agreed that the parties and all of their officials, personnel, agents and employees shall render reasonable cooperation and assistance to each other to facilitate the provision of the services expressed and implied herein. Toward that end, liaison will be provided through a specifically identified office staff in the Sheriff's tax collection department. That individual will handle the day-to-day operational concerns identified by Bolivar's Mayor and residences. In addition, the designated individual, or the Sheriff, will be available to Bolivar during mutually agreed upon days and hours, for activities such as meetings of the Town Council and appropriate community meetings. The designated individual, or the Sheriff, will be available to consult and to coordinate with the Mayor of Bolivar and other department heads.

4. REPORTING. The Sheriff will maintain accurate data collection on the hotel privilege taxes collected in and remitted to Bolivar including communications, written or otherwise, with hotels within the jurisdiction of Bolivar. The Sheriff, or designated individual, will provide monthly reports to the Corporation of Bolivar regarding same.

5. PERSONNEL.

a. Neither the Commission nor the Sheriff is acting as an agent of Bolivar, but rather the Sheriff is acting as an independent contractor such that the control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the Sheriff.

b. All personal rendering services on behalf of the Sheriff shall be for all purposes employers of the Sheriff. Bolivar does not assume liability for the payment of any salaries, benefits, or

other compensation or training to personnel employed by the Sheriff to perform services. It is agreed that all personnel shall be employees of the Sheriff and the Sheriff shall be responsible for providing salary, worker's compensation insurance, and all other benefits to which such personnel are entitled by reason of their employment with the Sheriff.

c. All equipment paid for by Bolivar remains the property of Bolivar; all equipment paid for by the Commission/Sheriff remains the property of the Commission/Sheriff.

6. MUTUAL INDEMNIFICATION. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorneys' fees arising from its own acts which the other party, its personnel and employees may hereinafter sustain or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this agreement.

7. INSURANCE. The Sheriff agrees that all insurance required to adequately cover liability, personnel, and equipment used by the Sheriff in the provision of services pursuant to this Agreement will be provided by the Sheriff.

8. RATES. The Corporation of Bolivar shall pay an amount equal to \$1,000 per annum, payable in four installments in the amount of \$250.

9. Payments. Payments will be made to the Sheriff of Jefferson County on the 1st day of July, October, January, and April. These payments are to be made in advance of each month service period.

10. TERMS OF AGREEMENT. This agreement is an annual contract in effect for twelve [12] consecutive months. Future agreements are to be agreed to and signed before April 1st in future years. The Sheriff, or the Sheriff designee shall meet with the Bolivar Town Council in March and September of each year, or sooner if required, to discuss performance under this agreement. The Sheriff will provide summaries of investigation, activity, collection, remittances, and budget updates at these meetings. Bolivar shall have an opportunity to comment on its satisfaction with the services delivered and request adjustments or modifications. If either party wishes to discontinue this agreement, either party may terminate this agreement with at least three [3] months written notice.

11. ENTIRE AGREEMENT. This agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes all prior discussions or representations between the Parties including, but not limited to, any representation made during negotiations, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Commission, Sheriff, and Bolivar.

12. GOVERNING LAWS AND JURISDICTION. This Agreement shall be governed by, and construed under, the laws of the State of West Virginia. Jurisdiction and venue for all purposes shall be in the County of Jefferson, State of West Virginia.

13. NO THIRD PARTY BENEFICIARY. The parties agree that this Agreement shall not confer third-party beneficiary status on any non-party to this Agreement, including the citizens of either Jefferson County or Bolivar.

14. LEGAL REQUIREMENTS. All parties shall comply with all applicable federal, state, and local laws in performing this Agreement.

15. SEVERABILITY. Should any clause, phrase, sentence, or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties are authorized to execute this Agreement as of the date written below,

Executed this 14th day of April 2020.

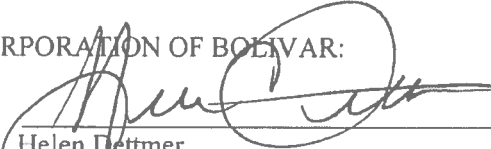
JEFFERSON COUNTY COMMISSION:

By: _____ Date: _____
Commission President.

SHERIFF:

By: _____ Date: _____
Peter H. Dougherty,
Sheriff of Jefferson County, WV

CORPORATION OF BOLIVAR:

By:  _____ Date: 4-14-2020
Helen Dettmer,
Mayor of Bolivar, WV



AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name: **Josh Compton, Commissioner**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 2, 2020**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*):

Jefferson County Hotspot designation - DISCUSSION/ACTION

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? **Y/N** [Click here to enter text.](#)

If so, how much? **\$**[Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain: [Click here to enter text.](#)

Is equipment needed? **Projector** **Y/N** [Click here to enter text.](#) **Internet/Wi Fi** **Y/N** [Click here to enter text.](#)

Telephone for conference call **Y/N** [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)



AGENDA REQUEST FORM
www.jeffersoncountywv.org

Name: **Stephanie Grove, County Administrator**

Department or Organization: **County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **April 30, 2020**

If a specific date is needed, please provide reason for specific date: [Click here to enter text.](#)

Date Requested – 2nd Choice: [Click here to enter text.](#)

Subject (*Wording to be placed on agenda*):

- **Discuss Jefferson County Declaration and related issues - Discussion/Action**
- **Old Jail Cells - West Virginia Mine Wars Museum in Matewan, WV - Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information:

Is this a funding request? **Y/N** [Click here to enter text.](#)

If so, how much? **\$**[Click here to enter text.](#)

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*):

Attach supporting documents for request, or request may be denied.

If not attached, explain: [Click here to enter text.](#)

Is equipment needed? **Projector** **Y/N** [Click here to enter text.](#) **Internet/Wi Fi** **Y/N** [Click here to enter text.](#)

Telephone for conference call **Y/N** [Click here to enter text.](#)

Contact information:

Email address: [Click here to enter text.](#) Phone Number: [Click here to enter text.](#)

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/COMMENTS

[Click here to enter text.](#)

Sandra McDonald

From: Doug and Carol Estepp <estepp@shentel.net>
Sent: Thursday, April 23, 2020 6:40 PM
To: Sandra McDonald
Subject: Jail cells, Old Jefferson County Jail

Hello Sandra,

I appeared before the Jefferson County Commission via Zoom on April 2, 2020 to request a gift or loan of one or more of the old jail cells that were removed from the old Jefferson County Jail to the West Virginia Mine Wars Museum in Matewan, WV. The commission said they would take it under consideration but wanted to look at the legal aspects of donating county property. They also wanted to consult the Jefferson County Landmarks Commission.

I wanted to pass on to the County Commission the fact that artifacts on loan will be properly insured by our carrier, the Huntington T. Block Insurance Agency which specializes in fine art and museum insurance. If the commission can determine the value of the cells the West Virginia Mine Wars Museum will have them properly insured if they choose to loan or gift them.

I have also attached a copy of our artifacts loan form for your consideration. As an example of my own confidence in the museum I have more or less permanently loaned them my entire collection of WV mine war-related items including three mine war badges that were valued at \$25,000.00 by *The Antiques Roadshow* appraisers when they came to Charleston a couple of year ago. We look forward to hearing from the county commission and we thank you for your consideration.

Doug Estepp

West Virginia Mine Wars Museum artifacts committee.
540-233-0543

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Douglas Estepp

Department or Organization: West Virginia Mine Wars Museum, Coal Country Tours

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: First available

~~March 19, 2020~~

If a specific date is needed, please provide reason for specific date.

April 02, 2020

Date Requested – 2nd Choice: First available

Subject (Wording to be placed on agenda)

Please provide the County Commission with a description of your request or presentation, including any background information. We are asking for a donation or loan of the old jail cells that were removed from the Old Jefferson County Jail during restoration about 10 years ago. The old cells have been in county storage since. Cells are to be part of the restoration of the treason trials at the WV Mine Wars Museum in Matewan, WV and to be installed in the related and restored Matewan jail. Any transportation and installation costs will be borne by the donee.

Is this a funding request? Y/N

If so, how much? \$ NA

Provide exact financial impact/request

Recommended motion: The Commission moves to donate (or loan) the jail cells from the old Jefferson County West Virginia Mine Wars Museum in Matewan, WV

Attach supporting documents for request, or request may be denied

If not attached, explain: N/A Recently confirmed with Bill Polk cells are still in storage

Is equipment needed? Projector Y/N Internet/Wi Fi Y/N Telephone for conference call

Contact information: Doug Estepp

Email address: d.estepp@coalcountrytours.com

Phone Number: 540-233-0543

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

From: David Tabb <sssi27@yahoo.com>
Sent: Wednesday, April 29, 2020 3:16 PM
To: JCCInfo
Subject: Public Comment JCC meeting April 30, 2020

Public Comment for Jefferson County Commission Meeting April 30, 2020

I, David Tabb, a lifelong resident/taxpayer protests the Jefferson County Commission (JCC) and objects to closed meetings

It's time to re-open the meetings to Public Comments or stop making decision that effect the residents tax payers of this county. Such as appointments, hearing, any purchases, projects (new & old), permits, studies or any non-essential approvals and/or actions.

Your budget for 2019-2020 fiscal year was set a year ago. The majority of the taxes have been paid. Now things have changed and the county and state governments were not prepared. You and the state unleashed an order, that was never done before, "Stay at Home". You nor the state step in with food and supplies to keep the people at home safe. You just said stay home with no help in place.

Due to the CoVid 19 there is government distancing required; millions will lose all they have. The Government and big business will get bigger and the tax payers will have no say.

The taxes and fees that you have paid over the years were surrendered by the elected officials. The County, State and Federal governments is always a year late and millions short. But if the tax payer doesn't pay, well, there goes your property...sold at the courthouse.

The government shutting the country/world down without understanding how and what was needed to be done; will take years to recover. The others have lost it all, they just don't know it yet. The ones that survive will have a drastic increase in taxes and fees.

The local and state government will cry about the short fall of the taxes such as unemployment, workman's comp, DMV taxes, gas and fuel taxes (less fuel used) and the tax list goes on and on.

The bottom line is the government was not prepared. We were at one time; such as the civil defense with food shelters and medical supplies. Our elected officials over the last 30 years went from "what if" to "We'll deal with it when it happens".

The county, state and federal governments will come up with more excuses to tax, regulate and change fees for all of us, as long as the government gets what they want. This whole pandemic is on the backs of the public and small businesses, not the government. The government's attitude is money will fix this.

Now we are coming up on 2 months of orders with no support from you, the county or the state. Just like it is stated at the end of every FOIA: "this is at an end". Only because of the volunteering, food banks, small businesses, meals on wheels and neighbors helping each other, have the people survived. Volunteers and local small business have done more than the county and state government has. It's time for a change.

The JCC has failed to protect and service the county of Jefferson. It's time for you to go. You have not done your job to be prepared. You have not done anything to help the situation. This is at an end.

Thank you and have a nice day.