

AGENDA REQUEST FORM
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Name: **Dennis Jarvis, II**

Department or Organization: **Jefferson County Development Authority**

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

Date Requested – 1st Choice: **August 18, 2022**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **The JCDA requests assistance from the JCC for economic development projects.**

Please provide the County Commission with a description of your request or presentation, including any background information:
The JCDA is requesting assistance to offset costs associated with the development of engineering projects for the JCDA to develop three projects for economic development property development in the community.

Is this a funding request? Y/N Yes

If so, how much? \$ 145,000.00

Provide exact financial impact/request:

Recommended motion (*Please type out the wording of the motion that you would like the Commission to approve*): **Move to authorize the disbursement of \$145,000 from the JCC for the development of engineering services with RK&K, \$65,000 from the Coal Severance fund and \$80,000 from ARPA.**

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: **Dennis Jarvis, II**

Email address: djarvis@jcda.net

Phone Number: Ext 3102 or 304-728-3255

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable



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1948 Wiltshire Rd., Suite #4
Kearneysville, WV 25430

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Memo

To: Jefferson County Commission
From: Dennis Jarvis, II; Director JCDA
Cc: John Nissel, Michele Gordon, JCDA Board of Directors
Re: Engineering Project
Attachments: RK&K Task Orders, Chris Ross, Realtor Milestone Group Marketing report June 2022

August 11, 2022

The JCDA is requesting assistance from the Jefferson County Commission for the development of engineering plans for the Burr Industrial Park and the development of a site analysis/evaluation for options for a new publicly owned business park.

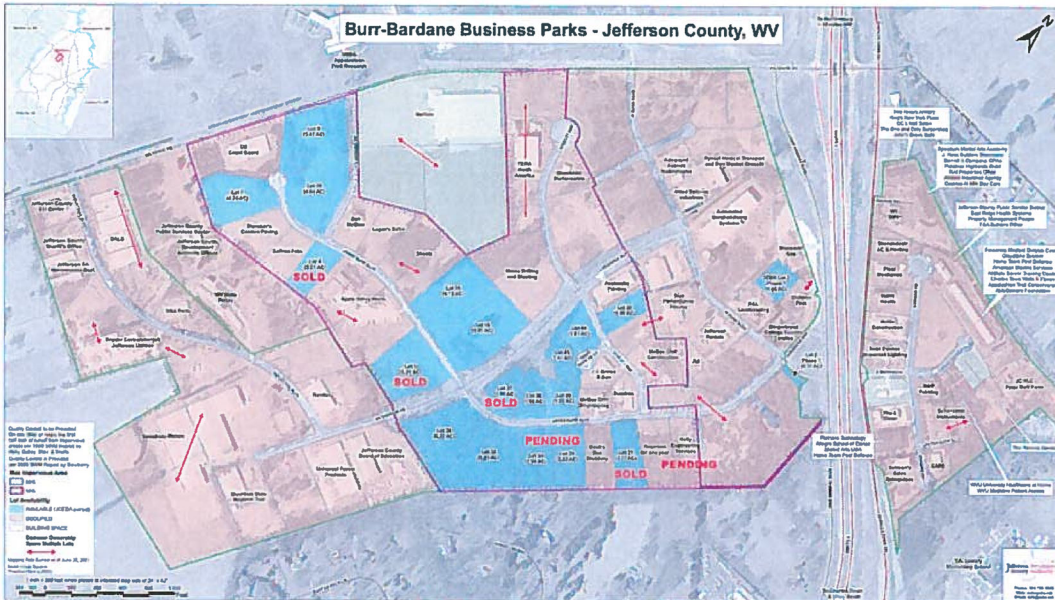
At the April 19, 2022, JCDA board of directors meeting, the board agreed to contract with RK&K Engineering from Keyser, WV to develop three task orders for the JCDA pertaining to:

1. New business park evaluation study
2. Redesign the current master plan for the Burr Industrial Park
3. Prepare site 9&10 in the Burr Industrial Park for pad ready sites

The JCDA identified this project as a high priority, due to the brisk sales and investment in the current industrial park. The county will need to review opportunities for new investment and enhance the current park to meet market demands and increase value due to regional coemption. Sales in the Burr Industrial Park have increased significantly starting in the last quarter of 2021.

To date the JCDA has completed six transactions in the Burr Industrial Park:

- Lot 4- sold to Apple Valley Waste on 10.8.21- Apple Valley Waste required growth for a regional training center and an expansion of their maintenance facilities.
- Lot 31- sold to Fontana Holdings, LLC on 1.28.22. The investment is a local expansion with A-Zone Environmental from Charles Town, WV.
- Lot 1- sold to Fontana Holdings, LLC on 02.01.22 - Will be the national office for a health insurance supplement company.
- Lot 37- Shubhangini, LLC on 3.25.22- Will be a distribution center for an Indian company distributing plastic dinnerware etc.
- Lot 31- Miramar Enterprises, LLC- New Orleans based company designs and manufactures specialty parts for commercial refrigerated vending machines.
- Pending contracts on lots: 33-34-44.



To date the Burr IP has a net 31.88 acres left for new investment and job creation. Given the current sales the JCDA will sell the remaining lots in the Burr IP within the next 16 months. In 2020 the JCDA developed an operational strategic plan identified these projects as a priority for the JCDA staff and the board to develop. The board identified three projects or goals related to marketing, site development in the Burr Industrial Park, and a site selection study.

Goal #1 Recruit new business to Jefferson County

Strategy 1.4. *Continue active sales of Burr Business Park parcels and consider other land or property acquisitions to meet the needs of new industries and businesses considering a move to Jefferson County.*

- **Engage a commercial real estate agent to marketing the park-** The JCDA released an RFP for services and engaged Chris Ross, with the Milestone Group.
- **Set a goal of selling three lots per year-** currently the JCDA is averaging a sale per month in 2022.
- **Conduct a feasibility study to develop a shell building and site readiness pad site-** The JCDA board issued an RFI for engineering services and contracted RK&K to develop the three projects outlined in the memo.

Regional Competition:

Jefferson County competes with three states, Virginia, Maryland, and Pennsylvania for economic development projects. Within the state of West Virginia, we compete with three counties that comprise the Eastern Panhandle Economic Alliance consisting of: Berkeley, Morgan, and Hampshire Counties.

For comparison we are providing an overview of the industrial land sites available in the greater Eastern Panhandle and two regions of Virginia:

- Berkeley County- Has 20 industrial properties with the West Virginia Development Office- totaling 3,397.84 acres, with an average property size of 170 acres.
- Morgan County-Has three sites totaling 147 acres listed with the West Virginia Development Office.
- Hampshire County- Has three industrial properties totaling 315 acres listed with the West Virginia Development Office.

The Virginia Economic Development Partnership (VEDP)- has defined two regions adjacent to Jefferson County. Northern Virginia and the Northern Shenandoah Valley:

- Northern Virginia Region- is represented with the following communities: Cities of: Alexandria, Manassas, Fairfax, Falls Church, and Manassas Park. Included are the counties of: Loudon, Rappahannock, Arlington, Fairfax, and Prince William. This region has 29 sites listed with VEDP totaling 515 acres.
- Northern Shenandoah Valley- is represented by the City of Winchester and the counties of: Clarke, Warren, and Fredrick. This region has 19 sites listed with VEDP totaling 714 acres.

The development and completion of the business park evaluation study combined with the engineering services for the Burr IP will ensure Jefferson County is competitive for future investment opportunities and job creation.

Funding options/final overview:

The completion of the engineering projects will enable the JCDA to develop a working plan for marketing, recruitment, and retention of existing business and industry. Furthermore, the completed work will enable the JCDA staff to identify the costs for development of the projects, allowing the JCDA to identify funding sources for the completion of the three projects.

Funding request

Task order #1-\$119,000.00

Task order #2-\$41,200.00

Task order #3- \$10,900.00

Total \$171,100

JCDA Contribution - \$26,000

Coal Bed Methane \$15,000.00

JCDA-\$11,000

JCC Contribution- \$145,000

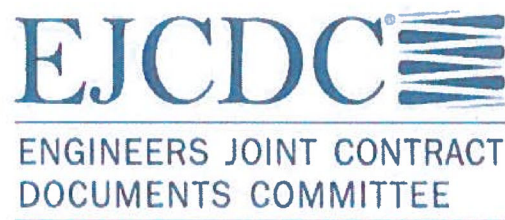
Coal Severance-\$65,000.00

ARPA- \$80,0000

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 2 OF 3: TASK ORDER NO. 1

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TASK ORDER NO. 1

This is Task Order No. 1,
consisting of 4 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated July 1, 2022, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	TBD Based Upon Receipt of Notice to Proceed
b.	Owner:	Jefferson County Development Authority
c.	Engineer:	RK&K, LLP
d.	Specific Project (title)	New Industrial Park Site Selection
e.	Specific Project (description):	Developing an analysis of two (2) possible industrial sites between 100 and 500 acres
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	None

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	New Industrial Park Site Selection
Description of Improvements:	Selection of two (2) possible 100-to-500-acre industrial park sites
Prior Studies, Reports, Plans:	None provided
Facility Location(s):	Jefferson County

Task Order.

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Current Specific Project Budget:	\$119,000
Funding Sources:	TBD
Other Pertinent Information:	Work anticipated to take eight (8) months from effective date

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
1. The Team will work with the Jefferson County Development Authority (JCDA) to establish a site suitability matrix and undertake a GIS-based analysis of parcels within the county to identify potentially suitable industrial sites between 100 and 500 acres.
 2. Upon completion of the site suitability matrix and GIS-based analysis, multiple iterations shall be analyzed to maximize efficiency of the newly identified developable properties.
 3. Various site configurations including a variety of lot dimensions, roadway layouts, along with utility service connections shall be evaluated within the proposed sites.
 4. Numerous meetings and workshops shall be held with the JCDA to review findings of the new development. Feedback from the JCDA is encouraged and requested during this process to enhance and further potential site studies.
 5. For the purposes of these analysis and workshops, lidar files downloaded from WVU GIS data website shall be utilized. More detailed analysis shall take place in future tasks.
 6. The Team will conduct an extensive market analysis of potential sectors and/or businesses that:
 - a. have established local demand for expansion in Jefferson County
 - b. sectors and industries best fit for Jefferson County's workforce, and
 - c. require sites that match the characteristics of those discovered through our GIS analysis
 7. Findings from this market analysis will be provided to the JCDA in a written report that will include strategy recommendations for engaging relevant industries.
 8. Our Team will conduct a thorough analysis of funding opportunities that are appropriate for this JCDA. Potential funding sources include both State and Federal Grants, as well as investment vehicles including but not limited to Opportunity Zones, Tax Increment Financing Districts and Bonds.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main

Task Order.

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Agreement, with compensation for such other Additional Services as set forth in the amending instrument. Additional Services excluded from this Task Order include:

1. Economic Impact Analysis by Employer Candidate
2. Public Meeting(s)

4. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **None**

5. TASK ORDER SCHEDULE

- A. The work described in Basic Services under Paragraph 3.A will be completed within eight (8) months from the Effective Date of this Task Order.

6. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount
1. Basic Services	\$ 119,000
a. Project Kick Off Meeting	\$ 4,900
b. Site Characteristic Priority Matrix Dev.	\$ 5,000
c. Stakeholder Input Facilitation	\$ 6,300
d. GIS Site Analysis	\$ 10,200
e. Local Expansion Research	\$ 12,100
c. Demographic Analysis	\$ 11,700
a. Site Characteristic Analysis	\$ 11,500
d. Best Fit Sector / Industry Recommendations	\$ 12,300
a. Funding and Financing Strategy	\$ 11,200
g. Site Optimization	\$ 9,100
h. Final Report Development	\$ 13,300
i. Review/ Collaboration Meetings	\$ 11,400
2. Additional Services under Section 2.C above	(N/A)

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- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only.

7. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. Downstream Strategies, 911 Greenbag Road, Morgantown, WV 26508

8. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order— **Not Applicable**
B. Exhibit B to Task Order— **Not Applicable**
C. Exhibit C – Amendment to Main Agreement – **Not Applicable**
D. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order – **Not Applicable**
E. Exhibit E to Task Order – Notice of Acceptability of Work – **Not Applicable**
F. Exhibit G to Task Order – Insurance

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____

Print Name: Dennis Jarvis

Title: Executive Director

Address: 1948 Wiltshire Road, Suite 4
Kearneysville, WV 25430

Phone: 304.728.3255

Date: _____

ENGINEER:

By: 

Print Name: John W. Cole, PE

Title: Senior Manager, Municipal Engineering

Address: 159 Plaza Drive
Keyser, WV 26726

Phone: 304.788.3370

Date: _____

Task Order.

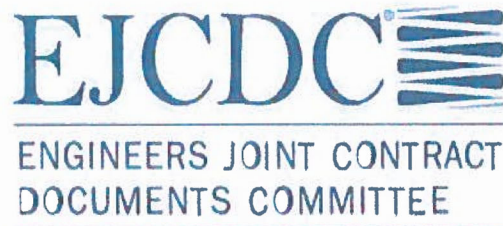
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**AGREEMENT BETWEEN OWNER AND ENGINEER
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PART 3 OF 3: EXHIBITS TO TASK ORDER NO. 1

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EXHIBITS TO TASK ORDER NO. 1

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EXHIBIT G—INSURANCE

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

EXHIBIT G—INSURANCE

ARTICLE 1— INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

- B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	Statutory
Each employee\$	Statutory
Policy limit	Statutory
Commercial General Liability	
General Aggregate	Statutory
Personal and Advertising Injury	Statutory
Bodily Injury and Property Damage—Each Occurrence	Statutory
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	Statutory
Excess or Umbrella Liability	
Each Occurrence	Statutory
General Aggregate	Statutory
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
Rummel, Klepper & Kahl, LLP	700 E Pratt Street, Suite 500, Baltimore, MD 21202
Downstream Strategies	911 Greenback Road, Morgantown, WV 26508

- B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

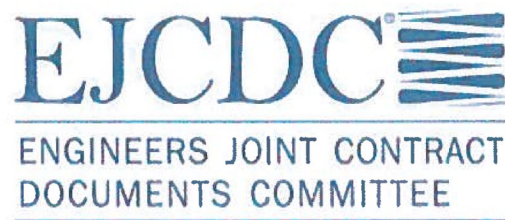
Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

Mileage (auto)	IRS Allowable
Meals and Lodging	at cost
Engineer's Consultants	Cost + 15%

**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 2 OF 3: TASK ORDER NO. 2

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TASK ORDER NO. 2

This is Task Order No. 2,
consisting of 4 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated July 1, 2022, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	TBD Based Upon Receipt of Notice to Proceed
b.	Owner:	Jefferson County Development Authority
c.	Engineer:	RK&K, LLP
d.	Specific Project (title)	Redevelopment of Burr Industrial Park
e.	Specific Project (description):	Review of existing lots within the industrial park and preparation of redevelopment options
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	None

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: Redevelopment of the Burr Industrial Park

Description of Improvements: Review of the existing lots 9 and 10

Prior Studies, Reports, Plans: None provided

Facility Location(s): Lots 9 and 10 within the existing industrial park

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Current Specific Project Budget: \$41,200

Funding Sources: Jefferson County Development Authority

Other Pertinent Information: Work anticipated to take 6 months to complete from effective date

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
1. Survey and mapping of the existing Park shall occur including:
 - a. Drone imagery and contouring/surveying
 - b. Conventional surveying to verify drainage, utilities, etc.
 - c. Utilizing lidar files obtained from the WVU GIS database
 2. Multiple iterations shall be analyzed to maximize efficiency in developing lots 9 and 10.
 3. Development of a single site configuration including lot dimensions and roadway layout, along with utility service connections shall be evaluated incorporating existing sites to proposed single marketable site based market analysis.
 4. Our Team will conduct a thorough analysis of funding opportunities that are appropriate for this task. Potential funding sources include both State and Federal Grants, as well as investment vehicles including but not limited to Opportunity Zones, Tax Increment Financing Districts and Bonds.
 5. Numerous meetings and workshops shall be held with the JCDA to review findings of the redevelopment. Collaboration with JCDA is encouraged during this effort.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument. Additional Services excluded from this Task Order include:
1. Site Characteristics Priority Matrix Development
 2. Stakeholder Input Facilitation
 3. GIS Site Analysis
 4. Site Characteristics Analysis
 5. Economic Impact Analysis by Employer Candidate
 6. Market Analysis, including:
 - a. Local Expansion Research

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- b. Best Fit Sector / Industry Recommendations

4. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **None**

5. TASK ORDER SCHEDULE

- A. The work described in Basic Services under Paragraph 3.A will be completed within six (6) months from the Effective Date of this Task Order.

6. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount
1. Basic Services	\$ 41,200
a. Project Kick Off Meeting	\$ 2,900
b. Drone Mapping	\$ 4,800
c. Conventional Survey	\$ 3,900
d. Site Optimization	\$ 7,000
e. Funding and Financing Strategy	\$ 11,200
f. Review/ Collaboration Meetings	\$ 11,400
2. Additional Services under Section 2.C above	(N/A)

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only.

7. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. Downstream Strategies, 911 Greenbag Road, Morgantown, WV 26508

8. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order— **Not Applicable**
B. Exhibit B to Task Order— **Not Applicable**
C. Exhibit C – Amendment to Main Agreement – **Not Applicable**

Task Order.

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- D. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order – **Not Applicable**
- E. Exhibit E to Task Order – Notice of Acceptability of Work – **Not Applicable**
- F. Exhibit G to Task Order – Insurance

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____

Print Name: Dennis Jarvis

Title: Executive Director

Address: 1948 Wiltshire Road, Suite 4
Kearneysville, WV 25430

Phone: 304.728.3255

Date: _____

ENGINEER:

By:  _____

Print Name: John W. Cole, PE

Title: Senior Project Delivery Leader

Address: 159 Plaza Drive
Keyser, WV 26726

Phone: 304.788.3370

Date: 08/08/2022

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PART 3 OF 3: EXHIBITS TO TASK ORDER NO. 2

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EXHIBITS TO TASK ORDER NO. 2

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EXHIBIT G—INSURANCE

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

EXHIBIT G—INSURANCE

ARTICLE 1— INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$500,000
Each employee	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Professional Liability	
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

Exhibit G—Insurance.

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- B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	Statutory
Each employee\$	Statutory
Policy limit	Statutory
Commercial General Liability	
General Aggregate	Statutory
Personal and Advertising Injury	Statutory
Bodily Injury and Property Damage—Each Occurrence	Statutory
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	Statutory
Excess or Umbrella Liability	
Each Occurrence	Statutory
General Aggregate	Statutory
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
Rummel, Klepper & Kahl, LLP	700 E Pratt Street, Suite 500, Baltimore, MD 21202
Downstream Strategies	911 Greenback Road, Morgantown, WV 26508

- B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

Exhibit G—Insurance.

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- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

Exhibit G—Insurance.

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APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

Mileage (auto)	IRS Allowable
Meals and Lodging	at cost
Engineer's Consultants	Cost + 15%

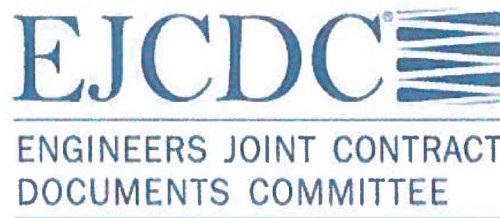
Appendix 1: Reimbursable Expenses Schedule.

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**AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES—
TASK ORDER EDITION**

PART 2 OF 3: TASK ORDER NO. 3

Prepared by



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TASK ORDER NO. 3

This is Task Order No. 3,
consisting of 4 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated July 1, 2022, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	TBD Based Upon Receipt of Notice to Proceed
b.	Owner:	Jefferson County Development Authority
c.	Engineer:	RK&K, LLP
d.	Specific Project (title)	Burr Industrial Park Advanced Site Development
e.	Specific Project (description):	Further develop existing Burr Industrial Park sites upon Task 2 results
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	Task 2

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	Burr Industrial Park Advanced Site Development
Description of Improvements:	Further develop existing Burr Industrial Park sites upon Task 2 results
Prior Studies, Reports, Plans:	None provided
Facility Location(s):	TBD

Task Order.

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Page 1 of 4

Current Specific Project Budget:	\$10,900
Funding Sources:	TBD
Specific Project Assumptions:	Efforts from Task 2 shall be utilized and incorporated into Task 3
Other Pertinent Information:	Work anticipated to take two (2) months from effective date

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - 1. Upon findings from Task 2, any additional detailed survey to accompany the existing mapping from Task 2 shall occur including:
 - a. Any additional conventional surveying to verify features determined significant for lot(s) build out.
 - b. Along with utilizing lidar files downloaded from WVU GIS data
 - 2. Upon completion of survey multiple iterations shall be analyzed to maximize efficiency in developing the single and/or multiple property layout.
 - 3. Various site configurations including a variety of lot dimensions, roadway layouts, along with utility service connections shall be evaluated within the site.
 - 4. Numerous meetings and workshops shall be held with the JCDA to review and further discuss possibilities. Feedback from the JCDA is encouraged and requested during this process to enhance site potential.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument. Additional Services excluded from this Task Order include:
 - 1. Site Characteristics Priority Matrix Development
 - 2. Stakeholder Input Facilitation
 - 3. GIS Site Analysis
 - 4. Local Expansion Research
 - 5. Demographic Analysis
 - 6. Site Characteristics Analysis
 - 7. Best Fit Sector / Industry Recommendations
 - 8. Funding and Financing Strategy

- 9. Final Report Development
- 10. Public Meetings
- 11. Site Characteristics Analysis

4. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **None**

5. TASK ORDER SCHEDULE

- A. The work described in Basic Services under Paragraph 3.A will be completed within two (2) months from the Effective Date of this Task Order.

6. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount
1. Basic Services	\$ 10,900
a. Project Kick Off Meeting	\$ 1,800
b. Conventional Survey	\$ 2,000
c. Site Optimization	\$ 4,600
d. Review/ Collaboration Meetings	\$ 2,500
2. Additional Services under Section 2.C above	(N/A)

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only.

7. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. None

8. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order— **Not Applicable**
- B. Exhibit B to Task Order— **Not Applicable**

- C. Exhibit C – Amendment to Main Agreement – **Not Applicable**
- D. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order – **Not Applicable**
- E. Exhibit E to Task Order – Notice of Acceptability of Work – **Not Applicable**
- F. Exhibit G to Task Order – Insurance

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____

Print Name: Dennis Jarvis

Title: Executive Director

Address: 1948 Wiltshire Road, Suite 4
Kearneysville, WV 25430

Phone: 304.728.3255

Date: _____

ENGINEER:

By: _____

Print Name: John W. Cole, PE

Title: Senior Project Delivery Leader

Address: 159 Plaza Drive
Keyser, WV 26726

Phone: 304.788.3370

Date: 08/08/2022

Task Order.

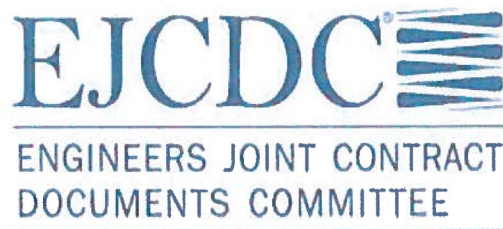
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**AGREEMENT BETWEEN OWNER AND ENGINEER
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PART 3 OF 3: EXHIBITS TO TASK ORDER NO. 3

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EXHIBIT G—INSURANCE

ARTICLE 1— INSURANCE

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Policy limit	\$
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General Aggregate	\$2,000,000
Personal and Advertising Injury	\$
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
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Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
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General Aggregate	\$
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- B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

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Each employee\$	Statutory
Policy limit	Statutory
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General Aggregate	Statutory
Personal and Advertising Injury	Statutory
Bodily Injury and Property Damage—Each Occurrence	Statutory
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
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Combined Single Limit (Bodily Injury and Property Damage)	Statutory
Excess or Umbrella Liability	
Each Occurrence	Statutory
General Aggregate	Statutory
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
Rummel, Klepper & Kahl, LLP	700 E Pratt Street, Suite 500, Baltimore, MD 21202

- B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

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Mileage (auto)	IRS Allowable
Meals and Lodging	at cost
Engineer's Consultants	Cost + 15%

JUNE 22, 2022

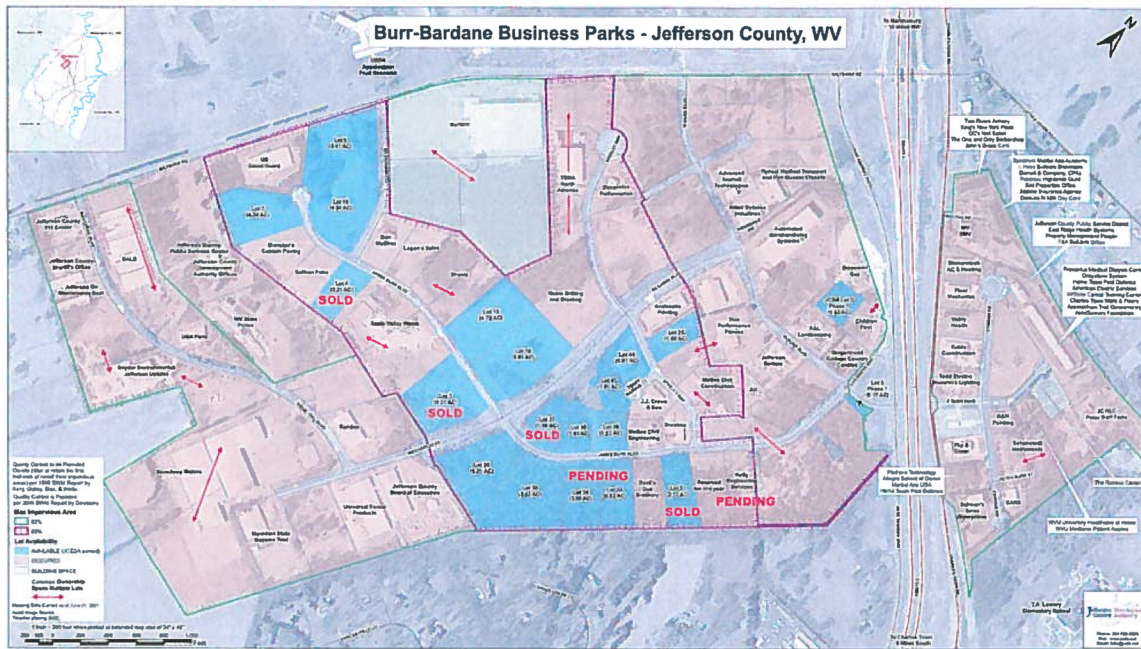
SALES & MARKETING REPORT FOR THE JCDA

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Sold & Pending Properties

BURR BUSINESS PARK

CLOSED SALES WITH CHRIS ROSS

4TH QUARTER OF 2021

LOT 4 - CLOSED ON 10/8/21 - APPLE VALLEY WASTE

1ST QUARTER OF 2022

LOT 31 - CLOSED ON 01/28/22 - MIRAMAR ENTERPRISES, LLC

LOT 1 - CLOSED ON 02/01/22 - FONTANA HOLDINGS, LLC

LOT 37 CLOSED ON 03/25/22 - SHUBHANGINI, LLC

LOT 31 CLOSED ON 05/31/22 - MIRAMAR ENTERPRISES, LLC

PENDING SALES WITH CHRIS ROSS

LOT 44 - LOI - ELITE TOWING AND RECOVERY

LOTS 33/34 - PENDING - DEVILS DUE - 33 CLOSING END OF THE YEAR
34 CLOSING END OF 2023

MARKETING UPDATE

ALL THE REMAINING LOTS ARE BEING MARKETING PRIMARILY THE
FOLLOWING SITES:

BRIGHT MLS - LOOPNET/COSTAR - CREXI

COMMERCIAL WEBSITES HITS

LOT #	LOOPNET/COSTAR	CREXI
7	34	17
9	43	18
10	57	11
15	116	39
16	122	23
33	96	21
36	129	55
38	130	20
39	131	13

SALES & MARKETING REPORT FOR THE JCDA

LOT #	LOOPNET/COSTAR	CREXI
43	92	33
44	36	32

Burr Business Park Price List

Lot #	Availability	Total Legal Acreage	Usable Acreage after 25' Set Back	Usable Acreage after 75' Set Back	Usable Acreage after 200' Set Back	Unit Cost Per Buildable Acre 25'	Unit Cost Per Buildable Acre 75'	Unit Cost Per Buildable Acre 200'	Lot Price Per Acreage	Asking Price
1	Pending (EvoCare, LLC)	5.31	3.77	2.05	2.05					\$199,000
2	Sold (Apple Valley Waste)									
3	Sold (Apple Valley Waste)									
4	Sold (Apple Valley Waste)	2.21	1.50	1.29	1.29					
5	Sold									
6	Sold (Biorakors Custom Paving)									
7	Available	4.24	3.28	3.28	3.28	112,500	112,500	112,500	112,500	\$387,900
8	Sold (US Coast Guard)									
9	Available	5.47	4.09	4.39	4.39	119,587	119,587	119,587	119,587	\$549,900
10	Available	4.85	3.85	3.85	3.85	108,831	108,831	108,831	108,831	\$439,900
11	Sold (Dan McGinn)									
12	Sold (Logans Sales)									
13	Sold (Sheetz)									
14	Sold (Sheetz)									
15	Available	4.72	3.69	1.44	1.44	37,670	96,528	96,528	96,528	\$144,900
16	Available	5.82	4.70	3.01	3.01	61,681	96,312	96,312	96,312	\$304,900
17	Sold (Maine Drilling and Blasting)									
18	Sold (Tella)									
19	Sold (Tella)									
20	Sold (Tella)									
21	Sold (Obsession Performance)									
22	Sold									
23	Sold (Obsession Performance)									
24	Sold									
25	Available	1.89	1.07	1.07	1.07	115,794	115,794	115,794	115,794	\$129,900
26	Sold									
27	Sold									
28	Sold									
29	Pending (Shur Solutions)									
30	Reserved for 1 Year									
31	Pending (A-Zone Environmental)	2.77	1.98	1.74	1.21	60,714	68,391	96,347	96,347	\$119,000
32	Sold (Devils Due Distillery)									
33	Pending (Devils Due)	2.83	2.03	1.81	1.25	59,808	66,951	96,800	96,800	\$121,000
34	Pending (Devils Due)	3.01	2.19	1.96	1.35	60,274	67,892	97,778	97,778	\$132,000
35	Available	5.84	4.69	4.06	2.80	54,371	62,808	96,077	96,077	\$296,900
36	Available	5.21	4.11	4.11	3.92	92,214	92,214	96,684	96,684	\$396,900
37	Available	1.97	1.29	1.29	1.28	93,736	96,032	96,032	96,032	\$129,900
38	Available	1.93	1.23	1.23	1.23	96,374	96,374	96,374	96,374	\$129,900
39	Available	1.53	0.99	0.96	0.96	84,848	97,674	97,674	97,674	\$87,900
40	Sold									
41	Sold									
42	Sold									
43	Available	1.62	0.99	0.99	0.99	100,000	100,000	100,000	100,000	\$107,900
44	Available	1.81	1.21	1.21	1.21	109,917	109,917	109,917	109,917	\$136,900

BURR PRICE LIST

JEFFERSON COUNTY LAND ONLY MARKET STATS FOR 2022

49 - SOLD PROPERTIES IN JEFFERSON COUNTY

5.14 - AVERAGE ACREAGE

\$70,705 AVERAGE PRICE PER ACRE

IN CONCLUSION:

WE HAVE CLOSED ON 4 PROPERTIES SINCE I TOOK OVER IN JULY OF 2021 WITH 3 MORE PENDING.

WE HAVE SEEN A LITTLE BIT OF A SLOW DOWN IN THE OVERALL MARKET DUE TO INCREASES IN RATES AND INFLATION.

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Laurel Ziemianski

Department or Organization: Hill Top House Hotel

Estimation of amount of time needed for appointment: 45 mins

Date Requested – 1st Choice: **August 18, 2022**

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

Date Requested – 2nd Choice: **Next mtg**

Subject (*Wording to be placed on agenda*): Hill Top House Hotel TIF Workshop

Please provide the County Commission with a description of your request or presentation, including any background information:
Overview of TIF infrastructure and evaluation methodology

Is this a funding request? Y/N **NO**

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*):

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

If not attached, explain: We will have shared screen exhibits on Zoom mtg

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

Contact information: Laurel Ziemianski

Email address: lziemianski@swaninvestors.com

Phone Number: 703-728-4160

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not applicable