



BOARD OF COUNTY COMMISSIONERS

October 16, 2018

OPEN SESSION AGENDA

- 08:00 A.M. INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Terry L. Baker*
APPROVAL OF MINUTES – September 11, 2018, September 18, 2018,
and September 21, 2018
- 08:05 A.M. CLOSED SESSION
(To protect the privacy or reputation of an individual with respect to a matter that is not related to public business; to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; to consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; to consult with staff, consultants, or other individuals about pending or potential litigation; and to consult with counsel to obtain legal advice on a legal matter.)
- 09:55 A.M. RECONVENE IN OPEN SESSION
- 10:00 A.M. PUBLIC HEARING – ADMENDMENTS TO THE LAND PRESERVATION, PARKS
AND RECREATION PLAN – *Jill Baker, Deputy Director, Department of Planning and*
Zoning
- 10:30 A.M. COMMISSIONERS’ REPORTS AND COMMENTS
- 10:35 A.M. REPORTS FROM COUNTY STAFF
- 10:40 A.M. CITIZENS PARTICIPATION
- 10:45 A.M. HEALTH CARE SERVICES DELIVERY – CONTRACTS/WRITTEN
AGREEMENTS – *Earl Stoner, Deputy Health Officer, Washington County Health*
Department
- 10:55 A.M. BID AWARD (PUR-1397) – BULK DELIVERY OF ROAD SALT – *Brandi Naugle,*
CPPB, Buyer, Purchasing Department, and Ed Plank, Director, Highways Department
- 11:00 A.M. CONTRUCTION BID AWARD – AIRPORT BRIDGE LIGHTING – *Scott Hobbs,*
Director, Division of Engineering
- 11:05 A.M. ACCEPTANCE OF DEDICATED PROPERTY FOR CRAYTON BOULEVARD
EXTENDED – *Todd Moser, Real Property Administrator, Division of Engineering*

- 11:10 A.M. PROPERTY ACQUISITION AND OWNER RELOCATION FOR 915 ANTIETAM DRIVE – *Todd Moser, Real Property Administrator, Division of Engineering*
- 11:15 A.M. PROPERTY ACQUISITION FOR SHOWALTER EXTENDED – *Todd Moser, Real Property Administrator, Division of Engineering*
- 11:30 A.M. *BREAK*
- 12:00 P.M. *Depart for 13716 Crayton Boulevard, Hagerstown*
- 01:00 P.M. “MAKING CONNECTIONS” CAMPAIGN KICKOFF / CRAYTON BOULEVARD EXTENSION GROUNDBREAKING CEREMONY
- 02:30 P.M. *Depart for 100 West Washington Street, Suite 1113, Hagerstown*
- 03:00 P.M. FLOW TRANSFER AGREEMENT’S CONSTRUCTION RESERVE FUND – *Mark Bradshaw, PE, Deputy Director, Division of Environmental Management, Engineering Services*
- 03:10 P.M. CASCADE ISSAC HOLDINGS LLC OFFER RESCINDED - *Jim Sterling, Director, Public Works*
- 03:20 P.M. FORT RITCHIE CASCADE PLAN – *Susan Small, Business Leader, Department of Business Development, and Robert Slocum, County Administrator*
- 03:30 P.M. CASCADE ROWE OFFER FOR PURCHASE – *Susan Small, Business Leader, Department of Business Development*
- 03:40 P.M. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-18-011) – HAGERSTOWN REGIONAL AIRPORT VIRTUAL PERIMETER MONITORING SYSTEMS (VPMS) UPGRADES – *Brandi Naugle, CPPB, Buyer, Purchasing Depart, Phil Ridenour, Director, Hagerstown Regional Airport, and Eugene Bolanowski, Airport Operations Manager, Hagerstown Regional Airport*
- 03:50 P.M. CONSIDERATION FOR INCLUSION OF HAGERSTOWN FIRE DEPARTMENT IN THE TESTING OF LADDERS, AERIALS, HOSE, AND PUMPS – *R. David Hays, Director, Division of Emergency Services, and Jonathan Hart, Assistant Director, Division of Emergency Services*
- 04:00 P.M. ACT® WORK READY COMMUNITIES – *Susan Small, Business Leader, Department of Business Development, Theresa Shank, Dean of Continuing Education and Workforce Development, Hagerstown Community College*
- 04:15 P.M. ADJOURNMENT



Open Session Item

SUBJECT: PUBLIC HEARING – Amendments to the Land Preservation, Parks and Recreation Plan

PRESENTATION DATE: October 16, 2018 10:00am

PRESENTATION BY: Jill Baker, Deputy Director, Department of Planning and Zoning

RECOMMENDED MOTION: Move to adopt the amended Land Preservation, Parks and Recreation Plan as presented.

REPORT-IN-BRIEF: The Land Preservation, Parks and Recreation Plan (LPPRP) is a planning document that is typically updated on a three-year cycle as required by Maryland law. The preparation and update of this document is a prerequisite for County participation in the Maryland Program Open Space Localside Program, which provides annual grants for the acquisition of land for conservation and park purposes as well as for the maintenance and development of public recreation facilities. Funding received from the POS program is also shared with the nine incorporated municipalities in the County. The proposed amendments are necessary to maintain the current ratio of development/acquisition funds that the County shares with municipalities.

DISCUSSION: In May of this year the Board of County Commissioners adopted the 2018 Land Preservation, Parks and Recreation Plan. On June 25, 2018 the Maryland Department of Natural Resources informed the County that it had approved the County's LPPRP. However, it interpreted certain language in the plan to mean "that Washington County has not met its land acquisition goal.". This interpretation led to a change in funding allocation from the State to provide more acquisition funding rather than development funds. The change in funding ratio affects funds that the County shares with municipalities. County Staff refuted this interpretation and engaged in conversations with MD DNR to clarify our position that parkland acquisition goals have been met. The proposed amendments are necessary to clarify and document that position in the LPPRP and provide a basis for a return to previous funding ratios.

FISCAL IMPACT: Without these amendments the State will adhere to its previous, and in the opinion of County staff, incorrect conclusion, that the County has not met our land acquisition goals. A larger proportion of POS funding will be unnecessarily required to be used for acquisition instead of maintenance and development projects. Acquisition funds also require a higher local match rate. Without additional funds being expended by the County, State POS funds cannot be expended.

CONCURRENCES: Director of Public Works

ALTERNATIVES: N/A

ATTACHMENTS: Pages 34-37 of the LPPRP showing revisions
Updated Park Proximity Map

Land Preservation, Parks, and Recreation Plan via internet link:
<https://www.washco-md.net/wp-content/uploads/2018/03/planzone-LandParksRecPlan.pdf>

AUDIO/VISUAL NEEDS: None

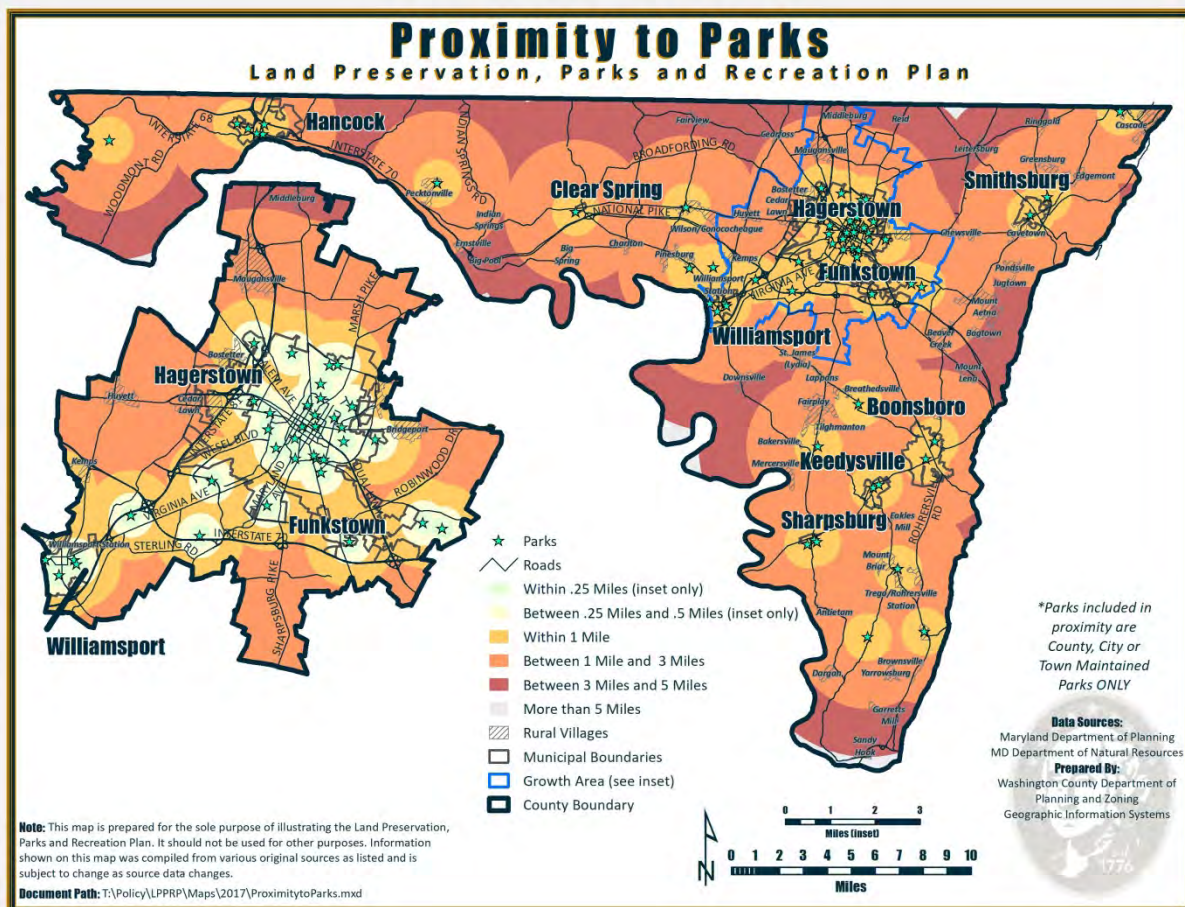


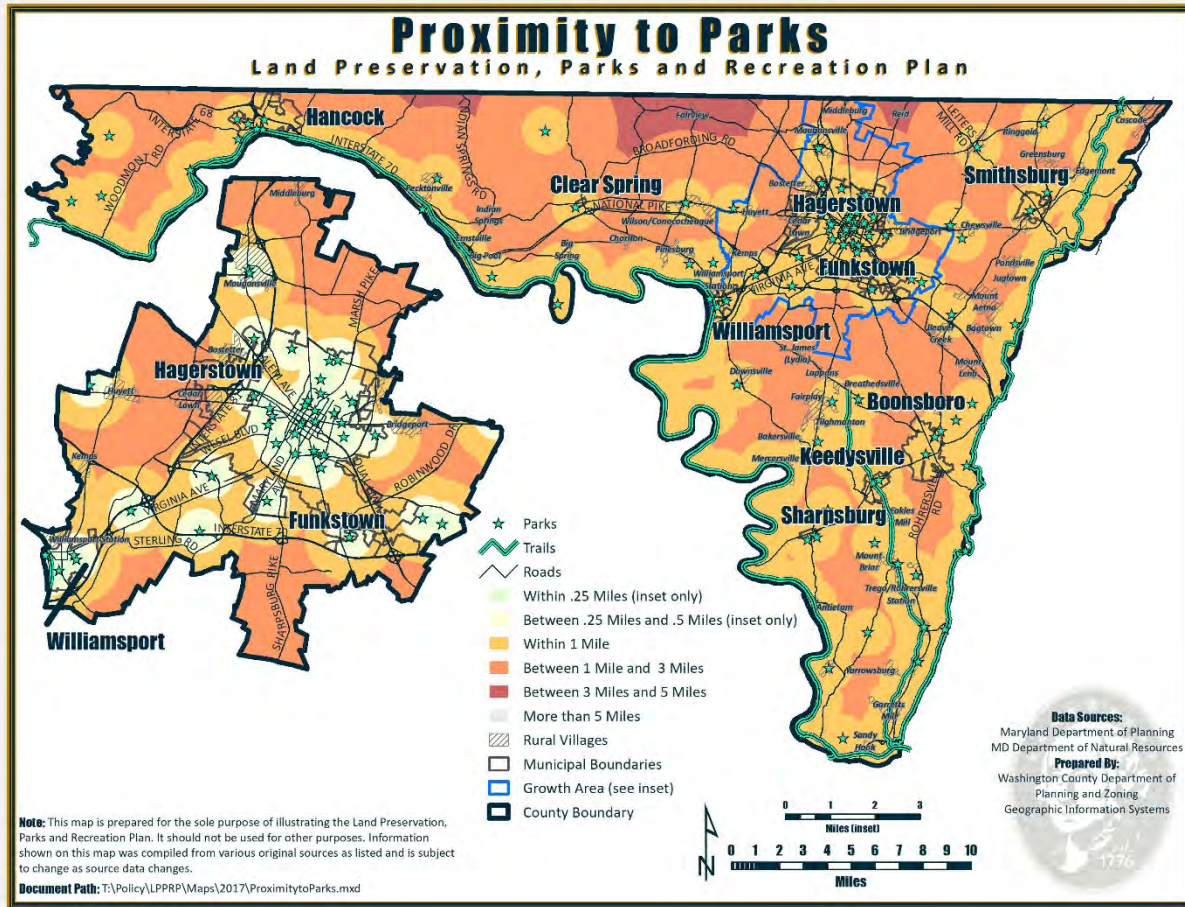
and fees generated by facility rentals.

Park Proximity Analysis

Using the County's Geographic Information Systems (GIS) data, a spatial analysis was conducted to determine the proximity of County and municipal parks to the public. For this analysis, catchment areas of one, three, and five miles were mapped to determine if there are gaps in service to the public areas for improvement. A five-mile catchment area was determined to be the furthest acceptable distance from a park because it represents an approximate 10-15 mile-minute drive or reasonable bike ride. The one-mile catchment area corresponds to a reasonable walking distance. As shown on Map 6, all of Washington County within a five mile proximity of a State, County, or municipal park.

As shown on Map 6, nearly the entire County is within a five-mile proximity of a County or municipal park. The largest gap occurs in the western portion of Washington County near its border with Allegany County. While there is a gap within this area, it should also be noted that a large portion of the gap area includes several areas of natural resource lands included within the Woodmont Natural Resource Management Area maintained by the State of Maryland. It is also an area designated for low need in the park equity analysis.





Map 6: Park Proximity Map for Washington County, MD

In addition to a countywide evaluation of park proximity, a more focused analysis was made in the areas surrounding the Urban Growth Area. Areas in and around the City of Hagerstown and the larger area of the UGA show a heavy concentration of areas of need on the park equity analysis. Catchment areas were reduced to one-quarter, one-half, and one-mile distances within the Urban Growth Area. The reason for the reduced catchment areas is to evaluate proximity of parks to those areas determined to have a higher need for parklands by the park equity analysis.

The proximity analysis of the UGA (shown as an inset on Map 6) shows a high concentration of parks in and around the boundaries of the City of Hagerstown and the Towns of Williamsport and Funkstown. This illustrates the commitment of the City, towns, and County to provide park facilities in the areas of greatest need.

This analysis also illustrates the larger distance to park facilities as you move further away from the core of the City of Hagerstown. Some of this is to be expected due to reduced residential density further from the urban core. However, when compared to the park equity analysis, there **is a distinct gap in are areas outside the defined catchment areas for County owned lands in** the northern portion of the UGA. There are **high** concentrations of residential development along the Maugans Avenue/Long Meadow Road corridor that **appear to lack nearby park facilities are outside catchment areas** as compared to other dense residential areas in the UGA. **There are mitigating circumstances.**



The oldest residential growth in this area can be seen in the Maugansville rural village. The rural village of Maugansville long pre-dates zoning regulations with most homes being built in the early 1900s. While never incorporated as a municipal organization the village functions similar to a small town. Service within the area include a post office, fire company, ambulance service, elementary school, and little league baseball organization.

In the heart of the village is approximately 30 acres of land being used for parks and recreation purposes. Currently, 6.5 acres of land is owned by the Maugansville Ruritan that is available as a community park. The park is privately owned but is available to the general public for use at any time without fee. The park includes two tennis courts, playground areas, a pavilion and a baseball field used by the Maugansville Little league. The Ruritan property also contains a 6,000 square foot building often used for community events. The Little League organization also owns approximately 3 acres of land adjacent to the Ruritan that houses one baseball field. Immediately adjacent to the Ruritan Community park is Maugansville Elementary School.

In 2008 the Board of Education (with funding from the Board of County Commissioners) razed the old Maugansville Elementary School and replaced it with a larger and more modern school on land adjacent to the old school property. The relocation of the school and razing of the old structure allowed for more open space near the Ruritan parcel as well as the Little League parcel. There is currently a joint use agreement held by the Ruritan [in support of the Little League] with the Board of Education to build and maintain several baseball fields on BOE property. In addition, the Ruritan and the Little League have a joint use agreement for another baseball field on Ruritan property that Maugansville Little League uses as part of their operations. The Board of Education and Washington County also have a joint use agreement to facilitate recreation programs in the school, a result of contributions of POS funding to the new school construction.

When viewed as part of the parks proximity analysis, this area is just outside of a one-mile catchment area because there is no County owned park land in the vicinity of the rural village. However, as stated above, there is other governmentally owned lands in the form of Maugansville Elementary School that is being used in conjunction with other privately-owned land to serve the needs of the community. Since there is currently no County owned land in this vicinity it will remain a priority area for acquisition should an opportunity arise but is not considered a deficiency.

With regard to the Maugans Avenue and Longmeadow Road corridor, residential development has occurred in more recent decades. Maugans Ave from its intersection with Interstate 81 to its intersection with US 11 (Pennsylvania Avenue) has experienced residential development in the 1950s and 1960s. Since then the majority of development in this area has been commercial in nature and therefore not created a need for additional parkland acquisition.

In contrast, Longmeadow Road from US 11 to Maryland 60 (Leitersburg Pike) has experienced a great deal of residential development in the last several decades. The County ~~does have~~has long term plans to locate a new regional park in the vicinity of Leitersburg Pike and Marsh Pike which will provide additional recreation opportunities ~~would likely fill some of the need within this area. However, there still appears to be a gap in the general vicinity of the Maugansville area. These areas north of Hagerstown are shown as having a medium to high need for park facilities according to the park equity analysis. Currently, residents rely upon use of land containing Maugansville Elementary School as well as a nearby privately-owned community park.~~ The intent to provide a park in this location has been recognized since the mid 1980's and a formal agreement has been in place since 2009. The property will be secured through a 99-



year lease with a purchase option. It will be a regional park, approximately 90 acres, and contain multiple ball and soccer fields, pavilions, playgrounds and restrooms. Development of the park will commence after the completion of the Eastern Boulevard Extended Road Project projected for construction in 2024. Park development funding is contained in the adopted 2019 Capital Improvement Program. This park development will meet the needs of the immediate neighborhood and region long into the future.

Another area showing a moderate need for additional park facilities is near Sharpsburg Pike, south of the City of Hagerstown. This area is shown as having a medium to low-medium need based on the park equity analysis, but recent heavy residential development in this corridor will likely continue over the short term; and, therefore, drive more demand for additional park facilities.

One other area on the map that shows a low proximity to park facilities is in a large area west of the City of Hagerstown. This area that is designated along the Greencastle Pike and Salem Avenue corridors has been designated specifically by the Comprehensive Plan for the County as a commercial and employment center area. Zoning in this area has been comprehensively rezoned to achieve this goal. Based on these land use goals, this area is not being targeted for residential development; and, therefore, should not see a high demand for park facilities.

Access Analysis

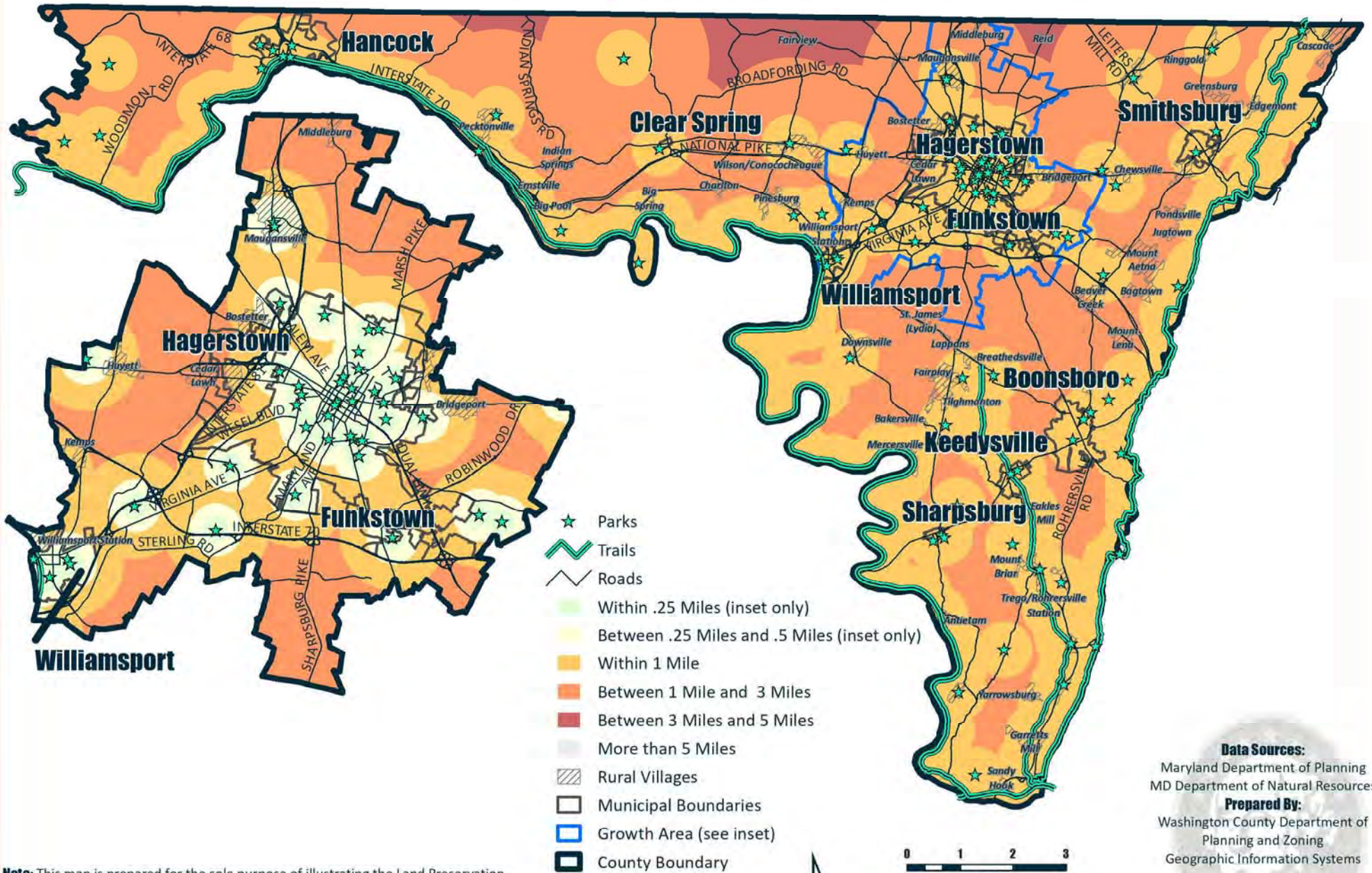
Another aspect to level of service that was measured as part of the development of this plan was to evaluate opportunities for access to various recreational activities. As part of the public survey and public information meetings, the most common recreational uses for citizens is walking/hiking/biking, picnicking and general enjoyment of nature and water related activities (boating/swimming/canoeing/kayaking).

County GIS data was again used to map proximity of natural features as well as access to trail and water access. Due to the rural nature of Washington County, it would be expected that most participants of these activities will travel by automobile to access recreation opportunities, so a five-mile catchment area was used to depict a reasonable (10-15 minute) drive to access these features. Also, included on the maps is a three mile and one-mile catchment area that shows a reasonable biking or walking distance from said features.

- ◆ **Proximity to Natural Areas.** As shown on Map 7, most of the County has reasonable access to a variety of natural resources. There is an area north of the City of Hagerstown that shows a gap in service for these types of amenities. While there may be a small gap in this area, it is important to note that this is the general location of the Hagerstown Regional Airport. While not mutually exclusive to one another, there are some compatibility issues with having large natural areas near the Airport. Most of the incompatibility stems from wildlife habitats created as part of natural areas. For airport operations, especially in rural areas such as Washington County, wildlife is a significant hazard that can be disruptive or even dangerous to airport operations. For purposes of this analysis, natural areas are generally considered to be State and Federal parks in the County.

Proximity to Parks

Land Preservation, Parks and Recreation Plan



Note: This map is prepared for the sole purpose of illustrating the Land Preservation, Parks and Recreation Plan. It should not be used for other purposes. Information shown on this map was compiled from various original sources as listed and is subject to change as source data changes.

Document Path: T:\Policy\LPPRP\Maps\2017\ProximitytoParks.mxd

Data Sources:
 Maryland Department of Planning
 MD Department of Natural Resources
Prepared By:
 Washington County Department of
 Planning and Zoning
 Geographic Information Systems





Agenda Report Form

Open Session Item

SUBJECT: Health Care Services Delivery – Contracts/Written Agreements

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Earl Stoner, Deputy Health Officer, Washington County Health Department

RECOMMENDED MOTION: Authorize comprehensive approval for the Health Officer to enter into contracts, on behalf of the Local Health Department

REPORT-IN-BRIEF: N/A

DISCUSSION: The Secretary of the Maryland Department of Health has delegated authority to each local health officer to enter into contracts on behalf of the Local Health Department, that are not subject to Health General §3-306(d). The Secretary has also provided comprehensive approval to enter into contracts under \$100,000.00 per year that are subject to Health General §3-306(d). All contracts and written agreements over \$100,000.00 per year are forwarded to the Deputy Secretary of Public Health, review and ultimate approval by the Secretary

For your reference, Health General §3-306(d) reads as follows: *“Subject to the consent of the governing body of the county and the written approval of the Secretary, a health officer for a county may enter into a contract or any other written agreement to assist or participate in the delivery of health care services with a person that is authorized to provide finance, coordinate, facilitate, or otherwise deliver health care services in the State.*

FISCAL IMPACT: No fiscal impact to the county budget

CONCURRENCES: N/A

ALTERNATIVES: County could review contracts and provide local approval

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: Bid Award (PUR-1397) – Bulk Delivery of Road Salt

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department, and Ed Plank, Director -Washington County Highway Department.

RECOMMENDED MOTION: Move to award the contract for the purchase/delivery of Bulk Road Salt to the responsible, responsive bidder, Morton Salt, Inc. of Chicago, IL who submitted the price of \$61.95 per ton.

REPORT-IN-BRIEF: On August 17, 2018 the County issued an Invitation to Bid (ITB) for Bulk Road Salt. The salt will be purchased on an as-needed basis to be used on County maintained roads for snow and ice control. The County uses an average of twenty thousand (20,000) tons of road salt annually. The contract period is tentatively to begin October 1, 2018 and end April 30, 2019. The above recommendations are for the County's requirements only; the City of Hagerstown shall make its award independently from the County. The County guarantees neither a minimum/maximum quantity of bulk road salt to be purchased under this contract.

The Invitation to Bid was published in the local newspaper, on the County web site, and on the State of Maryland's "eMaryland Marketplace" web site. Thirteen (13) persons/companies registered/downloaded the bid document on-line. On September 19, 2018 a total of seven (7) bids were received; one (1) being a "No Bid" as indicated on the attached bid tabulation matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's operating budget account.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed on-line at:
<https://www.washco-md.net/wp-content/uploads/2018/09/purch-pur-1397-bidtab.pdf>

AUDIO/VISUAL NEEDS: N/A

**PUR-1397
Bulk Road Salt**

	Proze Holdings, LLC Dover, DE	Morton Salt, Inc. Chicago, IL	Cargill, Inc. - Salt, Road Safety North Olmsted, OH	Eastern Salt Co., Inc. Lowell, MA
Bulk Road Salt (per ton - delivered)	\$60.00	\$61.95	\$65.34	\$74.54

	Government MLO Supplies USA, Inc.	Mid-Atlantic Salt, LLC Gladwyne, PA	Compass Minerals Overland Park, KS
Bulk Road Salt (per ton - delivered)	\$79.00	\$91.00	NO BID

Remarks/Exceptions:

Cargill, Inc. - Salt, Road Safety

Packing slips or delivery tickets: Cargill is unable to list the quantity orderd and the quantity back ordered on delivery tickets. Quantity shipped will be provided.



Open Session Item

SUBJECT: Construction Bid Award – Airport Bridge Lighting

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to award the Airport Bridge Lighting contract to the lowest responsive, responsible bidder, Hawkeye Construction, LLC, of Rosedale, Maryland, in the amount of \$269,500 and approve a budget transfer of \$109,500 from account BRG002, Bridge Inspection & Inventory, and \$35,000 from the EQP031, Capital Equipment - Airport to BRG084, Airport Bridge Lighting.

REPORT-IN-BRIEF: The project was advertised in the Herald Mail, on the County’s website, and on the State of Maryland’s website, e-Maryland Marketplace. Three (3) bids were received on September 12, 2018.

Contractor:

Bid:

Hawkeye Construction, LLC	\$269,500 (\$213,700 with estimated rebate)
Tissa Enterprises Inc./DBA TEI	\$301,000 (\$245,200 with estimated rebate)
Simms Project Management	\$355,000 (\$299,200 with estimated rebate)

The bids have been evaluated. The low bid from Hawkeye Construction, LLC. is in order. The Engineer’s estimate for this work is \$160,000. There is an estimated utility rebate of \$225 per fixture.

DISCUSSION: The lighting is located under the taxiway and runway bridges that cross over US 11 (Pennsylvania Avenue) at the Hagerstown Regional Airport. The work involves replacing the existing high pressure sodium (HPS) 400 watt lighting with equivalent light emitting diodes (LEDs) to keep in line with the original design and meet roadway lighting standards while saving energy costs. The life for LEDs is 2-3 times longer than the lighting for HPS with typical energy savings of 60%-70%. The project also includes an adjustment of the lighting controller configuration and programming as well as processing Potomac Edison utility energy efficiency incentives on behalf of the County. The existing bridge lighting was installed over 10 years ago and is currently in need of maintenance. This work will provide future cost savings when in operation in accordance with the design as approved by the Maryland State Highway Administration. The design review will include any value engineering benefits for the project.

The bid documents provide ninety (90) consecutive calendar days to complete the work. The Notice to Proceed date is anticipated to be on or about October 15, 2018 with a final completion

date of January 12, 2019. The bid documents include Liquidated Damages in the amount of \$100.00 per calendar day for work beyond the completion date. Road work signs will be posted prior to the start of work.

FISCAL IMPACT: This project will be funded by three accounts from the Capital Improvement Plan (\$35,000 from EQP031, Capital Equipment - Airport; \$125,000 from BRG084, Airport Bridge Lighting; \$109,500 from BRG002, Bridge Inspection & Inventory). Rebates received as part of the incentive program will be returned to BRG002, Bridge Inspection & Inventory.

CONCURRENCES: Phil Ridenour, Airport Director, Hagerstown Regional Airport, and Kim Edlund, Director, Office of Budget and Finance

ALTERNATIVES: This is the most cost effective and practical alternative. Existing lighting is in need of maintenance and not as energy efficient as LED lighting.

ATTACHMENTS: Bid Results, Aerial Map, Photos

AUDIO/VISUAL TO BE USED: N/A



DIVISION OF ENGINEERING

BID RESULTS

SEPTEMBER 12, 2018 @ 2:00 P.M., local time

HAGERSTOWN REGIONAL AIRPORT RUNWAY/TAXIWAY BRIDGE LIGHTING REPLACEMENT/RETROFIT

Contract No. MS-HR-265-28

1.	Tissa Enterprises Inc., DBA TEI Electrical Solutions	\$ 301,000.00
2.	Hawkeye Construction, LLC	\$ 269,500.00
3.	Simms Project Managment	\$ 355,000.00
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$

Hagerstown Regional Airport Bridges



Airport Bridge Lighting





Agenda Report Form

Open Session Item

SUBJECT: Acceptance of dedicated property for Crayton Boulevard Extended

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the dedicated property for the Crayton Boulevard project and to adopt an ordinance approving and accepting said dedication and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: The future extension of Crayton Boulevard involves land dedications as part of the public-private partnership on the project.

DISCUSSION: Perini Industrial Land, LLC has agreed to Right-of -Way Dedication of 2.0748 acres more or less as identified as parcel 470, 446, and 1027 on the attached Right-of-Way dedication plat. In addition, Showalter Farm, LLC has agreed to Right-of- Way Dedication of 1.4198 acres more or less as described as part of parcel 503 on the attached plat.

FISCAL IMPACT: N/A

CONCURRENCES: Scott Hobbs, Director, Division of Engineering, and John Martirano County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Plats, Ordinance

AUDIO/VISUAL NEEDS: N/A

OWNERS CERTIFICATION & DEDICATION

I, MICHAEL JOHN JONES, OWNER OF THE PROPERTY SHOWN AND ACCORDING TO THE RECORDS OF THE COUNTY OF WASHINGTON AND THE DISTRICT OF COLUMBIA, DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAN, THE PROPERTY SHOWN HEREON AS BEING A RIGHT-OF-WAY FOR THE CONSTRUCTION OF A HIGHWAY OR ROAD, AS SHOWN ON THIS PLAN.

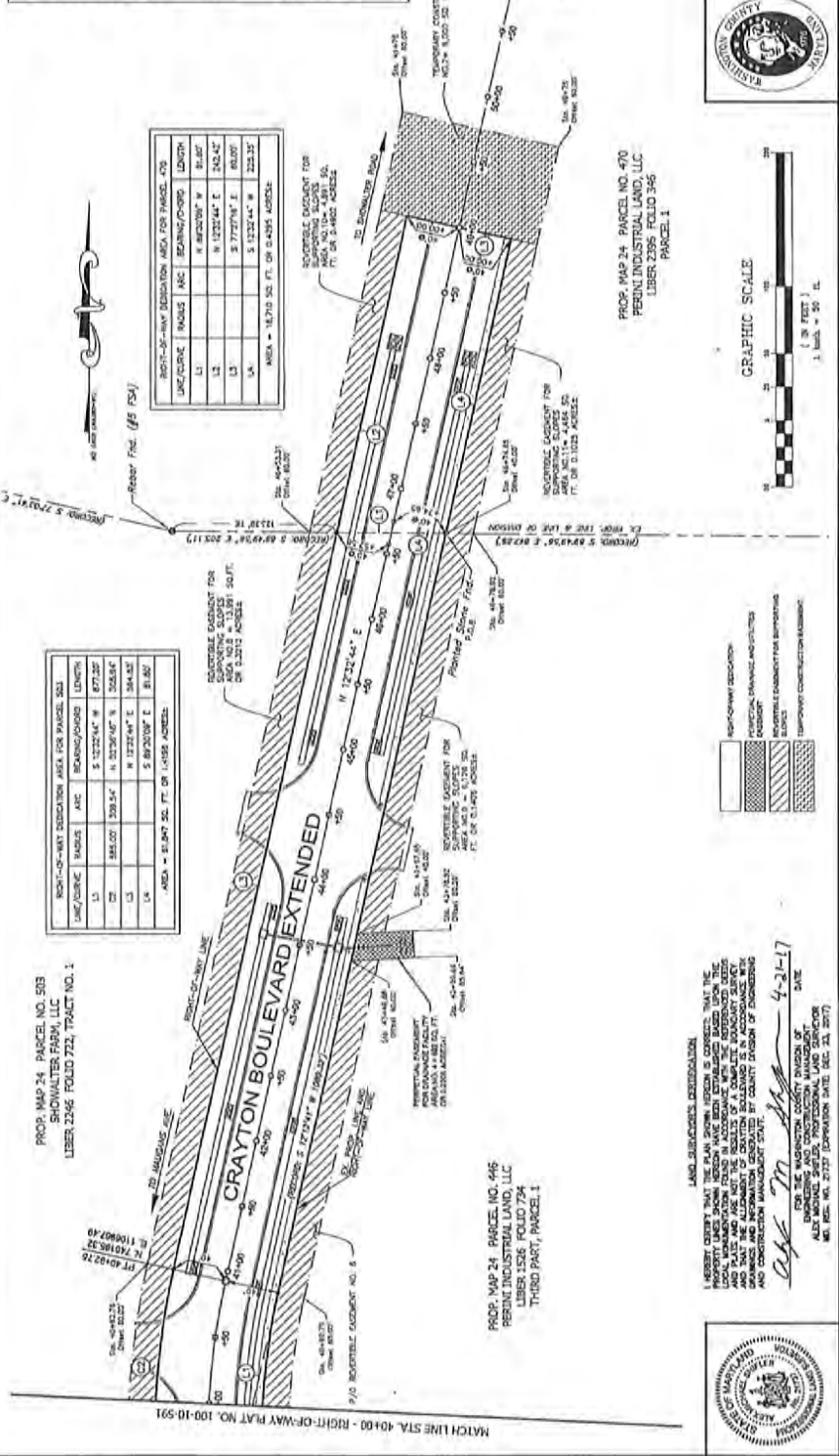
I, MICHAEL JOHN JONES, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN AND THAT THE REQUIREMENTS OF THE PROVISIONS OF THE DISTRICT OF COLUMBIA AND THE COUNTY OF WASHINGTON HAVE BEEN FULLY SATISFIED AND THAT THE REQUIREMENTS OF THE PROVISIONS OF THE DISTRICT OF COLUMBIA AND THE COUNTY OF WASHINGTON HAVE BEEN FULLY SATISFIED AND THAT THE REQUIREMENTS OF THE PROVISIONS OF THE DISTRICT OF COLUMBIA AND THE COUNTY OF WASHINGTON HAVE BEEN FULLY SATISFIED.

DATE: 6-19-17
 SIGNATURE: [Signature]
 TITLE: SENIOR VICE PRESIDENT OF SHOWALTER FARM LLC

THE SIGNED AND DATED ABOVE AND SUBSCRIBED BEFORE ME THIS 19th DAY OF JUNE 2017.

WITNESSED BY ME AND TWO OTHER CREDITABLE OFFICERS OF THE DISTRICT OF COLUMBIA.

DATE: 6-19-17
 SIGNATURE: [Signature]
 TITLE: SENIOR VICE PRESIDENT OF SHOWALTER FARM LLC



Washington County, Maryland
 Division of Engineering & Construction Management
 RIGHT-OF-WAY DEDICATION PLAN
 FOR CRAYTON BOULEVARD

DRAWN BY: AMS DATE: 03-31-17 SCALE: 1" = 50'
 DESIGNER: [Signature]
 DIVISION CHIEF: [Signature]

PLAT NO. 100-10-592



PROJ. MAP 24, PARCEL NO. 470
 PERON INDUSTRIAL LAND, LLC
 LIBERS FOLIO 396
 PARCEL 1

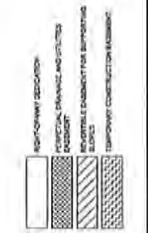
GRAPHIC SCALE
 1 INCH = 50 FT.

LAND SURVEYORS' CERTIFICATION

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT THE LOCAL INFORMATION OBTAINED IN ACCORDANCE WITH THE DISTRICT OF COLUMBIA AND STATE AND ARE NOT THE RESULT OF A COMPLETE BOUNDARY SURVEY AND THAT THE INFORMATION OBTAINED BY ME OR MY ASSISTANTS OR EMPLOYEES AND INFORMATION OBTAINED BY COUNTY DIVISION OF ENGINEERING AND CONSTRUCTION INFORMATION STATE.

Alex M. Jones 4-2-17
 DATE

FOR THE WASHINGTON COUNTY DIVISION OF
 ALEX MORAN, STATE PROFESSIONAL LAND SURVEYOR
 REG. NO. 2737 EXPIRES DATE: DEC. 31, 2017



RIGHT-OF-WAY DEDICATION AREA FOR PARCEL 426

LINE/CURVE	ANGLE	BEARING/CURVE	LENGTH
L1		S 12°22'44" W	677.82'
L2	91°11'44" E	N 12°22'44" E	562.54'
L3		S 77°27'49" E	80.00'
L4		S 89°20'00" E	81.80'
AREA = 18,847 SQ. FT. OR 4.309 ACRES			

RIGHT-OF-WAY DEDICATION AREA FOR PARCEL 396

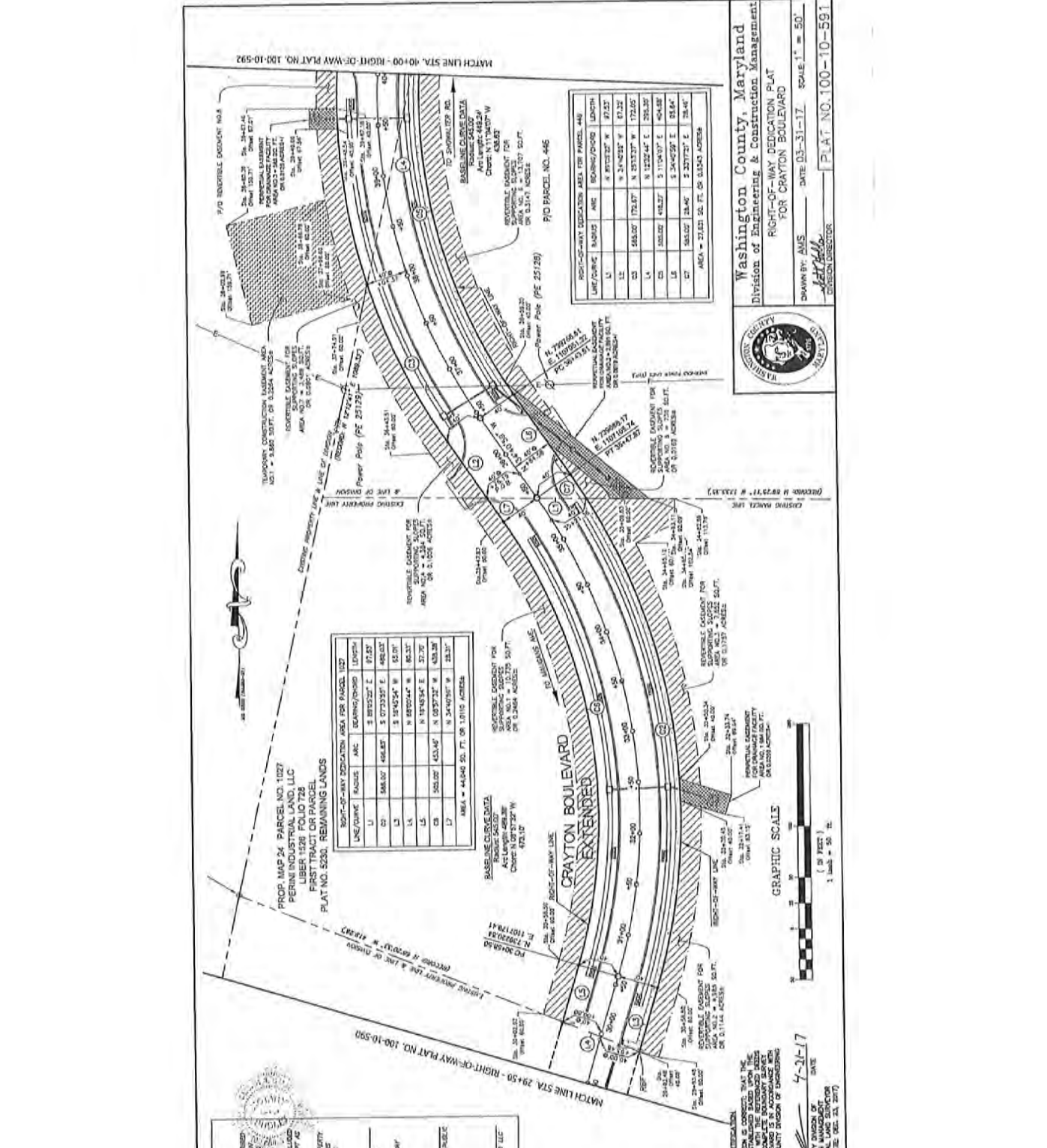
LINE/CURVE	ANGLE	BEARING/CURVE	LENGTH
L1		N 89°20'00" W	677.82'
L2	91°11'44" E	N 12°22'44" E	562.54'
L3		S 77°27'49" E	80.00'
L4		S 12°22'44" W	223.23'
AREA = 18,710 SQ. FT. OR 4.285 ACRES			



Washington County, Maryland
 Division of Engineering & Construction Management
 RIGHT-OF-WAY DEDICATION PLAN
 FOR CRAYTON BOULEVARD

DATE 05-31-17 SCALE 1" = 50'
 DRAWN BY: AMS
 CHECKED BY: J. [Signature]
 DISSEMINATION

PLAT NO. 100-10-591



30'-0" OF-WAY DEDICATION AREA FOR PARCEL 1027

LINE/CHANG	BEARING	LENGTH	LENGTH
L1	S 89°52'27" E	87.87	
L2	S 87°32'27" E	486.02	
L3	S 15°42'24" N	52.07	
L4	N 89°52'24" W	82.37	
L5	N 15°42'24" E	57.70	
L6	N 89°52'27" W	453.38	
L7	S 89°52'27" E	82.37	

AREA = 44,046 SQ. FT. OR 1,010 ACRES

30'-0" OF-WAY DEDICATION AREA FOR PARCEL 5201

LINE/CHANG	BEARING	LENGTH	LENGTH
L1	S 89°52'27" E	87.87	
L2	S 87°32'27" E	486.02	
L3	S 15°42'24" N	52.07	
L4	N 89°52'24" W	82.37	
L5	N 15°42'24" E	57.70	
L6	N 89°52'27" W	453.38	
L7	S 89°52'27" E	82.37	

AREA = 44,046 SQ. FT. OR 1,010 ACRES

ADJACENT-WAY DEDICATION AREA FOR PARCEL 445

LINE/CHANG	BEARING	LENGTH	LENGTH
L1	S 89°52'27" W	87.87	
L2	S 87°32'27" E	486.02	
L3	S 15°42'24" N	52.07	
L4	N 89°52'24" W	82.37	
L5	N 15°42'24" E	57.70	
L6	N 89°52'27" W	453.38	
L7	S 89°52'27" E	82.37	

AREA = 21,023 SQ. FT. OR 480.05 ACRES

OWNERS CERTIFICATION & DEDICATION

I, THE UNDERSIGNED, OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT THE PLAT OF RIGHT-OF-WAY DEDICATION AND ADJACENT-WAY DEDICATION IS CORRECT AND ACCURATE AND THAT THE PROPERTY IS BEING DEDICATED TO THE PUBLIC USE, UNDER THE PROVISIONS OF THE PLAT ACT AND THE RECORDS OF THE PUBLIC USE, UNDER THE PROVISIONS OF THE PLAT ACT AND THE RECORDS OF THE PUBLIC USE.

I, THE UNDERSIGNED, OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT THE PLAT OF RIGHT-OF-WAY DEDICATION AND ADJACENT-WAY DEDICATION IS CORRECT AND ACCURATE AND THAT THE PROPERTY IS BEING DEDICATED TO THE PUBLIC USE, UNDER THE PROVISIONS OF THE PLAT ACT AND THE RECORDS OF THE PUBLIC USE.

[Signatures and Dates]

DATE: 4-15-17
 DATE: 4-28-17

WE DO HEREBY ASSURE TO THIS RIGHT-OF-WAY DEDICATION PLAN

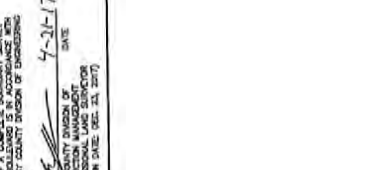
LAND SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREIN IS CORRECT, THAT THE PROPERTY LINES SHOWN HEREON HAVE BEEN MEASURED WITH THE APPROVED INSTRUMENTS AND METHODS AND THAT THE RESULTS OF A COMPLETE RECONSTRUCTION OF THE PLAT AND THE INFORMATION CONTAINED THEREON IS CORRECT AND ACCURATE AND THAT THE INFORMATION CONTAINED THEREON IS CORRECT AND ACCURATE.

[Signature]
 DATE: 4-21-17

FOR THE WASHINGTON COUNTY DIVISION OF ENGINEERING & CONSTRUCTION MANAGEMENT
 DATE: 05-31-17
 SCALE: 1" = 50'

PLAT NO. 100-10-591



ORDINANCE NO. ORD-2018-_____

AN ORDINANCE TO APPROVE AND ACCEPT THE DEDICATION OF REAL PROPERTY

*(Crayton Boulevard Extended Road Project – Property Dedications)
Part of Map 24, Parcel No. 466; Part of Map 24, Parcel No. 470; Part of Map 24, Parcel No. 503; and Part of Map 24, Parcel 1027*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the “County”) believes that it is in the best interest of the citizens of Washington County to accept the dedication of certain real property identified on the attached Schedule A (the “Property”) to be used for public purposes.

2. The County approved and accepted the dedication of the Property during its regular meeting on October 16, 2018. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland as funds will not be expended for this acquisition.

3. The acceptance of the dedication of the Property is necessary to allow for the Crayton Boulevard Extended Road Project.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the acceptance of the dedication of the Property be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the dedication of the Property.

ADOPTED this ____ day of _____, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Terry L. Baker, President

Approved as to legal sufficiency:

John M. Martirano
County Attorney

Mail to:
Office of the County Attorney
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740

SCHEDULE A--DESCRIPTION OF PROPERTY

PROPERTY DEDICATION:

Part of Map 24, Parcel No. 466

All that parcel of land consisting of 27,631 square feet or 0.6343 acres of land, more or less, situate along the near the present terminus of Crayton Boulevard, approximately 2,500 feet northerly of its intersection with Maugans Avenue, in Election District No. 27, Washington County, Maryland, and shown and/or indicated on a plat entitled "Right-of-Way Dedication Plat for Crayton Boulevard," dated March 31, 2017 and recorded on April 13, 2018 among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Plat Nos. 100-10-591 and 100-10-592.

The above described parcels of land being a part of Parcel 1 of the Third part of a deed from The Bon-Ton Department Stores, Inc., formerly known as The Bon-Ton Stores, Inc., a Pennsylvania corporation; United Pacific Insurance Company, a Pennsylvania corporation; and Robert W. Stearns, Trustee under the Restatement of Clarisse H. Markowitz Trust Agreement, dated November 2, 1987 to Perini Industrial Land, LLC, a Maryland limited liability company, dated September 23, 1999 and recorded among the Land Records of Washington County, Maryland, at Liber 1526, folio 728.

PROPERTY DEDICATION:

Part of Map 24, Parcel No. 470

All that parcel of land consisting of 18,710 square feet or 0.4295 acres of land, more or less, situate along the near the present terminus of Crayton Boulevard, approximately 2,500 feet northerly of its intersection with Maugans Avenue, in Election District No. 27, Washington County, Maryland, and shown and/or indicated on a plat entitled "Right-of-Way Dedication Plat for Crayton Boulevard," dated March 31, 2017 and recorded on April 13, 2018 among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Plat Nos. 100-10-591 and 100-10-592.

BEING a portion of Parcel 2 of the tracts or parcels of ground conveyed unto Perini Industrial Land, LLC, herein by Laban R. Showalter, Clarence H. Showalter, Iva S. Grove, Susquehanna Trust & Investment Company, Successor Trustee of the Trust established by Martin W. Showalter under Instrument dated November 25, 1970, and The Mennonite Foundation, Inc., an Indiana non-profit corporation, by deed dated June 10, 2004 and recorded among the Land Records of Washington County, Maryland, in Liber 2396, folio 346.

PROPERTY DEDICATION:
Part of Map 24, Parcel No. 503

All that parcel of land consisting of 61,847 square feet or 1.4198 acres of land, more or less, situate along the near the present terminus of Crayton Boulevard, approximately 2,900 feet northerly of its intersection with Maugans Avenue, in Election District No. 27, Washington County, Maryland, and shown and/or indicated on a plat entitled "Right-of-Way Dedication Plat for Crayton Boulevard," dated March 31, 2017 and recorded on April 13, 2018 among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Plat Nos. 100-10-591 and 100-10-592.

The above-reference described parcels of land being a part of Tract No. 1 of the tracts of land conveyed unto Showalter Farm, LLC, by Elmer M. Showalter, Esther L. Showalter and Eden View Limited Partnership, a Maryland limited partnership, by a deed dated January 29, 2004 and recorded among the Land Records of Washington County, Maryland, in Liber 2246, folio 722.

PROPERTY DEDICATION:
Part of Map 24, Parcel No. 1027

All that parcel of land consisting of 44,040 square feet or 1.0110 acres of land, more or less, situate along the near the present terminus of Crayton Boulevard, approximately 2,500 feet northerly of its intersection with Maugans Avenue, in Election District No. 27, Washington County, Maryland, and shown and/or indicated on a plat entitled "Right-of-Way Dedication Plat for Crayton Boulevard," dated March 31, 2017 and recorded on April 13, 2018 among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Plat Nos. 100-10-591 and 100-10-592.

BEING a portion of the First tract or parcel of ground in a deed from The Bon-Ton Department Stores, Inc., formerly known as The Bon-Ton Stores, Inc., a Pennsylvania corporation; United Pacific Insurance Company, a Pennsylvania corporation; and Robert W. Stearns, Trustee under the Restatement of Clarisse H. Markowitz Trust Agreement, dated November 2, 1987 to Perini Industrial Land, LLC, a Maryland limited liability company, dated September 23, 1999 and recorded among the Land Records of Washington County, Maryland, at Liber 1526, folio 728 and further shown as "Remaining Lands" on the said Subdivision Plat No. 5230.



Agenda Report Form

Open Session Item

SUBJECT: Property Acquisition and Owner Relocation for 915 Antietam Drive.

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve fee simple property acquisition and relocation cost under the guidelines of the Uniform Relocation Assistance and Real Property Acquisition Act. In addition, adopt an ordinance approving said purchase and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: The County will be acquiring property at 915 Antietam Drive consisting of 0.34 acres and 1,100 sq. ft. dwelling zoned residential for the proposed widening of Eastern Boulevard.

DISCUSSION: Eastern Boulevard will be widened from 2 lanes (one lane in each direction) to 4 lanes (two lanes in each direction) from Jefferson Boulevard (MD64) to Antietam Drive and the construction will occur in several phases of work as indicated in the Capital Improvement Plan (CIP). The entire property at 915 Antietam Drive will be acquired to construct the intersection improvements at Eastern Boulevard and Antietam Drive. Since federal funds are involved on the project, the County will be required to adhere to the Uniform Relocation Assistance and Real Property Acquisition Act including providing relocation cost and other expenses. The total cost of acquisition and relocation cost are estimated at \$251,300. The cost will include the fee simple purchase price of \$160,000, the price differential between the old home and new home of comparable condition, size, and location up to \$25,000, incidental expenses to include closing cost and mortgage fees from \$10,000-\$15,000, mortgage interest differential of \$16,000-\$20,000, and moving expenses estimated at \$31,300. The County expects there to be a period of several months between property acquisition and relocation for the property owner. The county intends to rent or lease the property to the current property owner until relocation process has been completed.

FISCAL IMPACT: \$251,300, Capital Improvement Plan (CIP) Budgeted Project

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: N/A

915 Antietam Drive





Antietam Drive

Eastern Boulevard

.34 Acres

Legend

-  - 915 Antietam Drive
 -  - Future Eastern Boulevard Alignment
- 0 25 50 75 100 Feet

AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

915 Antietam Drive, Hagerstown, Maryland

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to purchase certain real property identified on the attached Schedule A (the "Property") to be used for public purposes.

2. The County approved the purchase of the Property during its regular meeting on October 16, 2018. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland as the funds utilized to purchase the Property are not to be expended from the General Fund of the County.

3. The purchase of the Property is necessary to allow for the Eastern Boulevard Widening – Phase II - Division of Engineering & Construction Management Project No. 10-243.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the purchase of the Property be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Property.

ADOPTED this ____ day of _____, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Terry L. Baker, President

Approved as to legal sufficiency:

John M. Martirano
County Attorney

Mail to:
Office of the County Attorney
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740

SCHEDULE A--DESCRIPTION OF PROPERTY

PROPERTY ACQUISITION NO. 1:

915 Antietam Drive, Hagerstown, Maryland

All that tract or parcel of land consisting of 0.34 acres of land, more or less, situate, lying, and being in Election District No. 18, Washington County, Maryland, on the south side of a road leading from Hagerstown to Fiddlersburg.

Being all of the same property conveyed from Starla M. Gaver to Starla M. Hall (now known as Starla M. Carbaugh) by deed dated August 4, 2005 and recorded among the Land Records of Washington County, Maryland, in Liber 2154, folio 185.



Agenda Report Form

Open Session Item

SUBJECT: Property Acquisition for Showalter Extended

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the agreement of sale to purchase property described as tax map 24 parcel 1180 for fee simple property acquisition and to adopt an ordinance approving said purchase and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: The County intends to construct a future extension of Showalter Road. Offers have been made and accepted by the property owner for fee simple purchase of the entire parcel.

DISCUSSION: The County has offered the property owner \$25,000.00 for 0.69 acres in fee simple zoned Highway Interchange. The project will improve the safety at the intersection of Pennsylvania Avenue and Showalter Road and address access issues to Route 11 for the residents of the manufactured home community.

FISCAL IMPACT: \$25,000, Capital Improvement Plan (CIP) Budgeted Project.

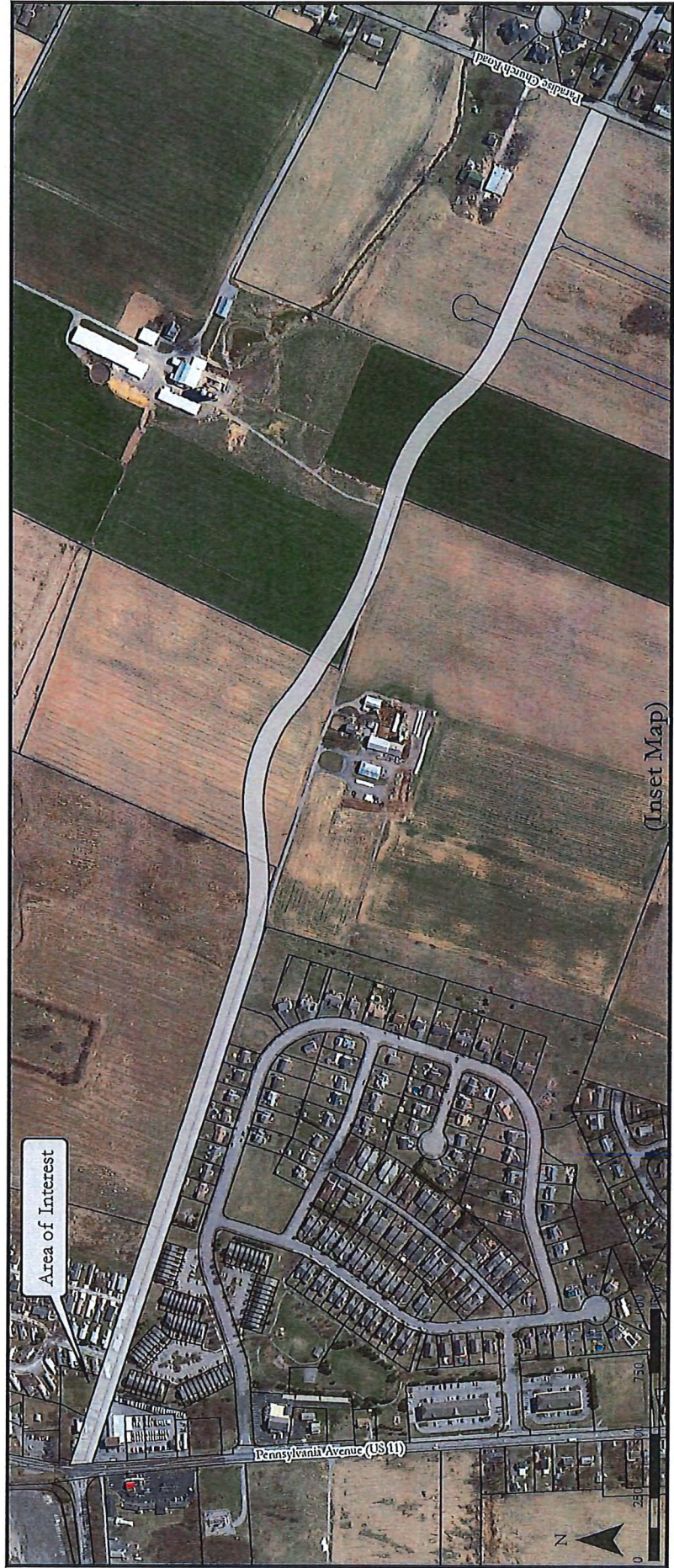
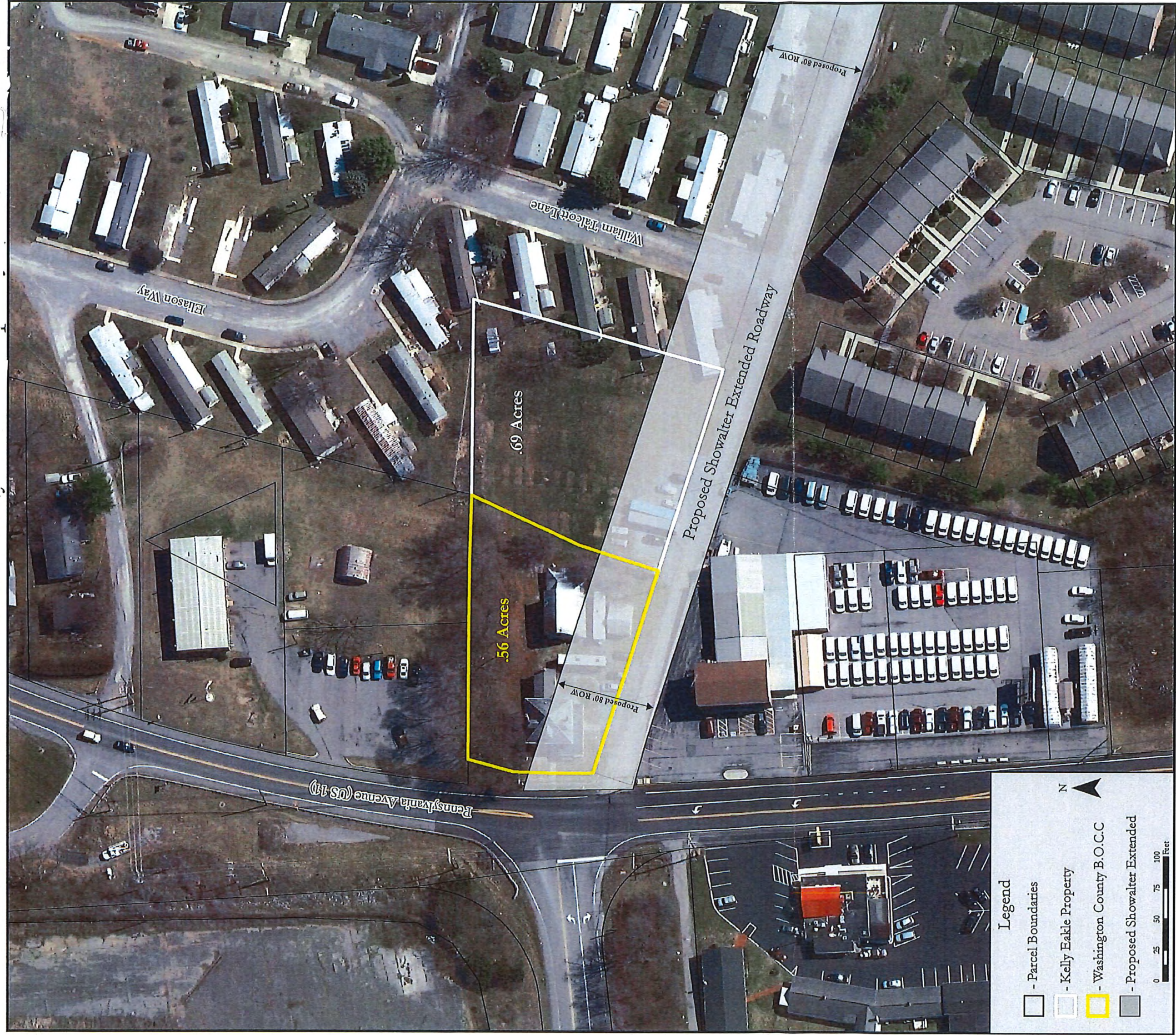
CONCURRENCES: Scott Hobbs, Director, Division of Engineering

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: N/A

Showalter Road Extended:



AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

All of Map 24, Parcel 1180

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to purchase certain real property identified on the attached Schedule A (the "Property") to be used for public purposes.

2. The County approved the purchase of the Property during its regular meeting on October 16, 2018. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland as the funds utilized to purchase the Property are not to be expended from the General Fund of the County.

3. The purchase of the Property is necessary to allow for the Showalter Road Extension Project.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the purchase of the Property be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Property.

ADOPTED this ____ day of _____, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Terry L. Baker, President

Approved as to legal sufficiency:

John M. Martirano
County Attorney

Mail to:
Office of the County Attorney
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740

SCHEDULE A--DESCRIPTION OF PROPERTY

PROPERTY ACQUISITION NO. 1:

All of Map 24, Parcel 1180

All that tract or parcel of land containing 0.6902 acres of land, more or less, situate on the east side of U.S. Route 11, also known as Middleburg Pike or Pennsylvania Avenue, approximately 2.4 miles north from the corporate limits of the City of Hagerstown in Election District No. 27, in Washington County, Maryland, and being more particularly described as follows: Being shown and designated as "**REMAINING LANDS OF KELLY F. EAKLE**" on a plat entitled "**REVISED COMBINED PRELIMINARY/FINAL PLAT LOT 1 KELLY F. EAKLE PROPERTY LIBER 1495, FOLIO 220**", dated December, 2000, and recorded as Plat folio 6458 among the Plat Records maintained by the Clerk of the Circuit Court for Washington County, Maryland.

Being part of the same property which was conveyed unto Kelly F. Eakle by Jane B. Long, Personal Representative of the Estate of Victor P. Conrad, by deed dated May 13, 1999 and recorded at Liber 1495, folio 220, among the Land Records of Washington County, Maryland.



Agenda Report Form

Open Session Item

SUBJECT: Making Connections Campaign KickOff/Crayton Blvd. Extension Groundbreaking Ceremony

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Robert Slocum, County Administrator; Danielle Weaver, Director, Public Relations & Marketing; Scott Hobbs, Director, Engineering; and Susan Small, Business Leader, Department of Business Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Kickoff ceremony for Making Connections Campaign/Groundbreaking of Crayton Boulevard Extension

DISCUSSION: Connecting Washington County by creating partnerships and improving economic development, transportation, public safety, and pedestrian access. Staying connected is a good thing. Making new connections is a great thing! Washington County will unveil the first of four public-private partnership projects. The extension of Crayton boulevard will open new opportunities for economic development that will make connections in the community!

FISCAL IMPACT: None

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Flow Transfer Agreement's Construction Reserve Fund

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Mark Bradshaw, PE, Deputy Director, Engineering Services

RECOMMENDED MOTION: Move to close the Construction Reserve Fund and divide the fund equally between the City and County. The County's portion of the funds shall be transferred to LIN040-Collection System Rehab.

REPORT-IN-BRIEF: In August 2003, the County and City entered into a Flow Transfer Agreement. In exchange for the City providing sewage treatment to County residents, the County agreed to accept the flow from the City's Pump Station #13 (Across from the Washington County Detention Center) to offset the capacity the City is utilizing to treat County sewage.

The agreement also established a Construction Reserve Charge that would be added to allocation fees. These funds then would be deposited into a Construction Reserve Fund that is managed by the County. The agreement states that these funds were to be utilized to finance future improvements to the City and County wastewater systems, but in the event funds are not spent after 10 years, the proceeds shall be divided equally between the City and County. The Construction Reserve Fund balance is \$643,534.85 as of the beginning of October 2018.

DISCUSSION: The County portion of the fund would be transferred to LIN040-Collection System Rehab. These funds then would be available to perform Inflow & Infiltration rehab work in the Maugansville, Fountain Head, and Airport drainage basins that currently flow to the City's treatment plant.

FISCAL IMPACT: None

CONCURRENCES: Mayor Robert Bruchey, II, City of Hagerstown

ALTERNATIVES: N/A

ATTACHMENTS: Flow Transfer Agreement by and between the City of Hagerstown, Maryland and the Board of County Commissioners of Washington County, and Mayor Bruchey's letter

AUDIO/VISUAL NEEDS: None

**FLOW TRANSFER AGREEMENT
BY AND BETWEEN
THE CITY OF HAGERSTOWN, MARYLAND AND
THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY**

For the Transfer of Flows
from the City of Hagerstown's Wastewater System
to Washington County's Wastewater System

I. INTRODUCTION

This Flow Transfer Agreement, hereafter called the "Agreement," dated this ^{August} ~~5th~~ ^{5th} of ~~May~~ ^{August}, 2003, by and between the **Mayor and Council of the City of Hagerstown**, as the duly-constituted legislative body of the City of Hagerstown, Maryland, a municipal corporation (hereinafter called the "City") and the **Board of County Commissioners of Washington County**, a body corporate and politic and a subdivision of the State of Maryland (hereinafter called the "County") is to define certain terms, conditions, and responsibilities for the transfer of wastewater flow from the City wastewater system to the County wastewater system.

The City and County agree that it would be mutually advantageous for both wastewater agencies and their customers to transfer wastewater flows from the City's service area to the County's service area for collection and treatment services. This Agreement provides for the transfer of this wastewater flow during a specified period of time and at an interconnection described herein.

The City and County agree to transfer flows from the City system to the County system in an amount equivalent to actual, additional customer contributions originating from new allocations to the City's wastewater system from accounts located outside the corporate boundaries of the City. The total amount of flow to be transferred under this Agreement will include the flows allocated to customers outside the City corporate boundaries during the term of this agreement hereinafter described. This flow will consist of new customer flows, and incremental flows from allocation increases to existing customers. It will be limited by the maximum amount of representative flow that is physically available to transfer at the interconnection, or the maximum amount of flow that can be physically transported by the interconnection to be constructed under this Agreement.

The equivalent amount of these additional flows will be transferred from the City's system at the interconnection described in Section II of this Agreement. It is agreed by both parties that these transferred flows represent the sewage contributions from outside City customers regardless of the source of these flows, and it is recognized that the actual flows transferred may originate from customers located inside the City's corporate boundaries. The cost of service for treating transferred flows will be included in the City's calculation of rates for customers located outside City limits as they currently exist or as they are modified in the future. It is the intent of this Agreement to provide the physical and administrative mechanisms to enable the Washington County Department of Water Quality to serve outside City customers on the Hagerstown wastewater system at no cost or financial obligation to those wastewater customers located inside the City corporate boundaries.

This Agreement also provides for a Construction Reserve Fund for the design and construction of additional, future interconnections. The Construction Reserve Fund is established by this Agreement as a financing source only and does not obligate the City or County to the transfer of any additional flows in excess of the amounts specifically defined in this Agreement. The transfer of any additional flows beyond those defined herein shall require formal written agreement by the City and County.

II. PHYSICAL INTERCONNECTION

In order to fulfill the purpose of this Agreement, it is agreed that an interconnection between the City and County wastewater systems will be designed and constructed. This interconnection will allow for diversion of sewage flow flowing to existing City Pump Station #13 to the County owned interceptor which is generally located or planned to be situated along Hopewell Road on the west side of Interstate Route 81. A conceptual drawing of this interconnection is attached to this Agreement and identified as Exhibit A. This interconnection and its appurtenances will be designed to allow for the transfer of sewage flow in accordance with the terms and conditions of this Agreement.

III. AMOUNT OF FLOW TO BE TRANSFERRED

The City and County agree that the amount of flow to be transferred under this Agreement shall be determined as follows:

A. Transferred flows will be limited to an amount representing new wastewater contributions as defined herein that are located outside of the City corporate boundaries. These wastewater contributions will be based on actual metered water consumption, or metered sewage discharge for commercial or industrial accounts if such a meter has been approved for use by the appropriate service provider.

B. The total amount of flows transferred under this Agreement will be based on those flows (as described under III-A) that cumulatively accrue over the five (5) year period prescribed in Section VII hereof. The first year accrual for flow transfer and billing purposes will begin 90 days after the Agreement is signed by both parties.

C. The County and City agree that the amount of flow to be transferred shall be limited to the amount of wastewater contributions generated in the service area of existing City pumping station 13. The County and City also agree that the amount of flow to be transferred shall be limited to the maximum amount of hydraulic capacity of the physical interconnection described in Section II of this Agreement.

D. The County and City recognize that a component of inflow/infiltration could be transferred to the County's system and agree to cooperate on monitoring and correcting infiltration if it should become excessive. The County shall have the authority to monitor flows to determine volume, flow delivery rate and/or strength of same. Furthermore, all sewerage facilities shall be monitored to assure compliance with any applicable inflow/infiltration requirements. Upon request from the County, The City shall permit the County to examine and make copies of all records necessary to effectuate the purpose of this Agreement. The parties agree that each shall operate their respective facilities in accordance with all applicable rules, regulations, ordinances, permits, guidelines, and other criteria of any federal, state, and local agencies and jurisdictions.

IV. COUNTY RESPONSIBILITIES

County responsibilities under this Agreement include but are not limited to the following:

A. Secure the financing needed to design and construct the interconnection and assume liability for repayment of any indebtedness as needed.

B. Assume primary responsibility for design and construction of the interconnection including consulting and coordinating with the City as needed.

C. Operate and maintain the interconnection facilities including periodic adjustments to diverted flow to achieve the purposes of this Agreement. If mutually agreeable to both wastewater agencies, it is understood that all flow may be diverted from Pump Station 13 at one time for ease of management, although billing would still occur as stated in Section VI-C. This would allow for immediate de-commissioning of the pumping station with associated savings.

D. In accordance with all applicable local, state and federal requirements, regulations and laws, provide wastewater collection and treatment services to the Hagerstown Water Pollution Control Department for all flows transferred under this Agreement and submit monthly invoices to the City for these wastewater services.

E. Maintain records of new outside-City Joint Service wastewater contributions as defined herein, and provide said records to the City to assist in preparation of information to be submitted for billing of transferred flows.

F. Remit to the City any appropriate fees and charges collected on their behalf in accordance with the

provisions of Section 6, Financial Arrangements of this Agreement.

G. Establish and maintain a Construction Reserve Fund as established under Section 6, Financial Arrangements, of this Agreement. At least annually, provide the City a complete audit of the Construction Reserve Fund.

H. Maintain a reasonably current cost of service calculation to serve as a basis for the rate charged for collection and treatment services billable to the City.

V. CITY RESPONSIBILITIES

City responsibilities under this Agreement include but are not limited to the following:

A. As needed, assist the County in the design and construction of the interconnection.

B. Operate Pump Station 13 as needed.

C. Supply metered consumption data from the customers as defined herein to allow the County to bill for transferred flows.

D. Maintain records for total amount of flow being diverted.

E. Remit to the County any appropriate fees and charges collected on behalf of the County in accordance with the provisions of Section 6, Financial Arrangements of this Agreement.

F. Make payments to the County for collection and treatment services related to transferred flows.

VI. FINANCIAL ARRANGEMENTS

A. Initial Financing for Capital Improvements

The County will secure the financing for the design and construction of the interconnection. It is anticipated that grant financing will be available for interconnection. If the County does not, or chooses not to consummate the financing needed for the interconnection, then this agreement may be terminated at the sole discretion of the County by issuance of a letter of notification to the City. The City shall not be liable for any capital financing related to the design and construction of the interconnection

B. Collection and Distribution of Customer Allocation / Benefit Charges

Regarding new customers outside the City corporate boundaries, the City and County will assess and collect uniform initial customer charges at the time of approval for sanitary sewer service. For those

customers applying for connection directly to a County owned sewer line, the County will collect charges on behalf of the City. For those customers applying for connection directly to a City owned sewer line, the City will collect charges on behalf of the County. The charges referred to in this section are currently identified as a Benefit Charge for the City and an Allocation Fee for the County. Upon collection of these charges on behalf of each other party, the amounts collected will be transferred to the appropriate receiving agency in a timely manner and in accordance with a schedule and procedure as mutually agreed by the City and County Directors of Finance, respectively. In addition, both the City and County will collect amounts to be deposited in the construction reserve fund, and all amounts collected will be transferred to the reserve fund that will be managed by the County in accordance with this Agreement.

The customer charges to be collected at the time of approval of application for sewer service or reassessment will hereinafter be collectively referred to as Allocation Fees. The City and County agree that the prevailing Allocation Fees, per equivalent dwelling unit or 200 gallons per day of domestic strength waste, at the time of acceptance of this Agreement will be as follows:

City Benefit Charge	\$1,800
County Connection Charge	\$1,800
Construction Reserve Charge	<u>\$ 300</u>
Total Allocation Fees	\$3,900

These fees apply to the prospective new customers or annual reassessments to existing customers for the first five years of assessments pursuant to this Agreement.

After this first five-year period and for the next five years, the Allocation Fees are anticipated to be as follows:

City Benefit Charge	\$2,100
County Connection Charge	\$1,500
Construction Reserve Charge	<u>\$ 300</u>
Total Allocation Fees	\$3,900

There will be a minimum initial assessment for each customer based on 200 gallons per day.

The City or County may change or alter their respective component of these Allocation Charges at any time when duly authorized and after providing adequate written notice to the other party. Any change to the construction reserve charges will require the formal agreement and approval of the Hagerstown Mayor and City Council and the County Commissioners of Washington County. If neither the City nor County exercises their right to change the Allocation Fees as stipulated in this agreement, then these Allocation Fees shall remain in full force and effect for both the first and second

five-year periods or ten years in total.

C. Service Charges

Service charges for the collection and treatment of flows transferred to the County will be billed to the City based on thousands of gallons of wastewater accepted and treated based on metered consumption of new customers as defined in Section III.A. Such service charges shall be based on generally accepted, utility rate making methods. The City will insure that these service charges shall be included in the calculation of rates for all classifications of outside City customers receiving benefit of County treatment of transferred wastewater flows (Note: At this time, these customer classes are referred to as Outside City and Joint). Service charges for County treatment of transferred flows shall not be included in the calculation of rates for City Water and Sewer Department customers located within the City corporate boundaries. Future calculations of rates for City Water and Sewer Department customers shall also be subject to the provisions of this section.

D. Construction Reserve Fund

The County shall establish and maintain, as primary custodian, a construction reserve fund to escrow the portion of the Allocation Fees that are designated for the construction reserve fund. This fund shall be used to finance future improvements to the City and County wastewater systems. The City and County will meet periodically to identify and prioritize specific projects. Expenditures, withdrawals, or disbursements from the construction reserve fund shall require the formal approval of both the Hagerstown Mayor and City Council and the County Commissioners of Washington County.

The construction reserve fund shall be held in an interest bearing account with all interest income accruing to the fund balance for use in accordance with the purpose of the fund.

The County will make records available to the City upon request and provide an audited financial statement of the fund at least annually.

If after 10 years from the date of this Agreement the City and County mutually agree that there will be no future uses for the construction reserve fund, then any unexpended proceeds shall be divided equally between the parties. These proceeds shall be used for capital improvements to the respective sewer systems, without the necessity for the consent or approval of the other party.

VII. AGREEMENT TERMS

Unless otherwise formally agreed in writing by both the City and County, the following terms shall apply to this Agreement :

The term for the provision of treatment services for flows transferred to the County wastewater system is twenty (20) years.

The term for Section III-B of this Agreement is five (5) years.

The term for Section VI-B of this Agreement is ten (10) years.

VIII. CONTINGENCY CLAUSES

The City and County agree that this Agreement is contingent upon consummation of capital financing for the design and construction of the interconnection.

Neither the City nor the County shall be penalized or bear any unreasonable financial burden for delays or other matters arising from Force Majeure.

IX. SEVERABILITY

The conditions and requirements of this Agreement are subject to modification by acts, orders or directives of regulatory agencies or courts of competent jurisdiction.

Should any sections or provisions of this agreement be annulled by acts, orders or directives of regulatory agencies or courts of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect.

X. DISPUTE RESOLUTION

Any dispute between the parties arising from or in connection with this Agreement shall be resolved by arbitration. Either party may demand arbitration by written notice within ninety (90) days after the dispute arises, and the notice shall include the designation of an arbitrator. Within thirty (30) days after receipt of the notice of demand for arbitration, the other party shall designate by written notice to the party demanding arbitration a second arbitrator. The two arbitrators shall within twenty (20) days of the designation of the second arbitrator designate a third. The three (3) arbitrators shall:

- a. designate a time and place for hearing;
- b. specify the evidentiary and procedural rules to be followed in the arbitration; and
- c. pass a written award or decision within thirty (30) days of the date of the hearing.

An award or decision rendered by a majority of the arbitrators shall be final and binding on all parties, and judgment on the award or decision may be entered by any court of competent jurisdiction. Arbitration shall be the sole and exclusive remedy under this Agreement. The arbitration costs and expenses of each party shall be borne by that party.

XI. INTEGRATION

This Agreement constitutes the entire agreement of the parties. There are no promises, covenants, representations, or undertakings other than those expressly set forth herein.

XII. COUNTERPARTS

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized signatories and representatives.

Witness and Attest
As to Corporate Seal

Joni L. Bittner
Joni L. Bittner, County Clerk

Board of County Commissioners
of Washington County, Maryland

By: Gregory I. Snopk
Gregory I. Snopk, President

Date: July 22, 2003

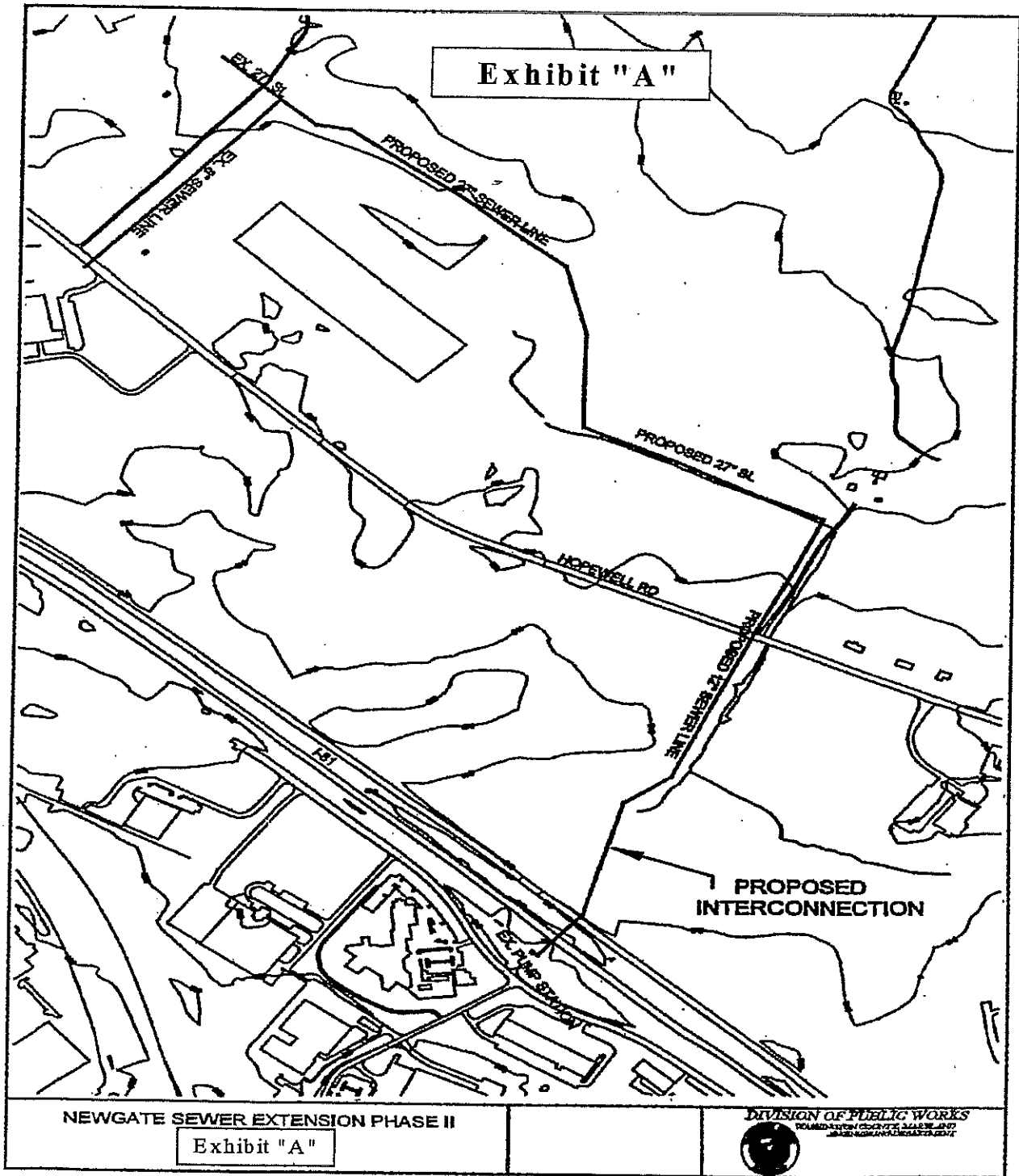
Witness and Attest
As to Corporate Seal

Donna K. Spickler
Donna K. Spickler, City Clerk

Mayor and City Council of Hagerstown

By: William M. Breichner
William M. Breichner, Mayor

Date: August 5, 2003





CITY OF HAGERSTOWN

1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740
301.739.8577 EXT. 110

MAYOR
Robert Bruchey II

September 25, 2018

COUNCIL
Kristin Aleshire
Austin Heffernan
Emily Keller
Lewis C. Metzner
Shelley McIntire

CITY ADMINISTRATOR
Valerie Means

CITY CLERK
Donna K. Spickler

DIRECTOR OF UTILITIES
Michael S. Spiker



Electric Division
Nathan Fridinger
425 East Baltimore St.
301.739.8577 ext. 143
Fax: 301.739.7958



Wastewater Division
Joseph Moss, PE
1 Clean Water Circle
301.739.8577 ext 650
Fax: 301.733.2873

Water Division
Nancy Hausrath
51 W. Memorial Blvd.
301.739.8577 ext. 680
Fax: 301.733.7482

The Honorable Terry Baker
President, Washington County Commissioners
100 West Washington Street
Hagerstown MD 21740

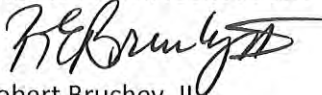
RE: FLOW TRANSFER AGREEMENT CONSTRUCTION RESERVE FUND

Commissioner Baker:

Per language contained within the Flow Transfer Agreement (Article 6 Item D) dated August 5, 2003 which was duly approved by the City of Hagerstown and Washington County, approximately \$650,000.00 has accrued. These funds are to be shared equally between the two respective bodies and the proceeds are to be utilized for Capital Improvement Projects for the respective wastewater systems. Please remit the aforementioned funds to the attention of Michelle Hepburn, Director of Finance for the City of Hagerstown.

Sincerely,

THE CITY OF HAGERSTOWN


Robert Bruchey, II
Mayor

c: Valerie Means, City Administrator
Michelle Hepburn, Director of Finance
Michael Spiker, Director of Utilities



Open Session Item

SUBJECT: Cascade ISSAC Holdings LLC Offer Rescinded

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Jim Sterling, Director, Public Works

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: The County's Agent with regard to the development of Cascade, JG Business Link International (JGBLI), Inc., advised of a request to amend the September 6, 2018 Agreement of Sale (Agreement) on October 1, 2018. JGBLI advised on October 2, 2018 that the purchase offer has been cancelled.

DISCUSSION: In an October 1, 2018 letter, JGBLI had requested two amendments to the Agreement: (1) The remaining balance of deposit upon the property be made Tuesday October 16, rather than October 1, 2018. (2) The settlement date be on or before December 31, 2018 rather than October 30, 2018.

In an October 1, 2018 letter, conveyed October 2 by JGBLI, ISSAC Holdings LLC (ISSAC) advised that ISSAC will not be able to continue forward with the sale.

FISCAL IMPACT: The proposed amendment would have simply postponed the deposit and transaction. The cancelation of sale will require ISSAC to forfeit \$200,000 and return the property to the market for sale.

CONCURRENCES: N/A

ALTERNATIVES: Subject to Board discussion

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A

Open Session Item

SUBJECT: Cascade Fort Ritchie Plan

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Susan Small, Business Leader, Department of Business Development, and Robert Slocum, County Administrator

RECOMMENDED MOTION: Pending consideration and direction of the Board

REPORT-IN-BRIEF: A recent offer for the purchase of the Ft. Ritchie property has been rescinded; another offer has since been received. Commissioners, staff, and the County's agent have expended thousands of hours and otherwise invested heavily in the success of Ft. Ritchie. The experience above and external feedback has offered valuable insight on the process.

DISCUSSION: Staff has assembled a potential plan to solicit and expediently vet offers for the Board's consideration which will address the aggressive nature needed to market Ft. Ritchie. As with any plan moving forward, some background knowledge will be most helpful.

First, it is imperative that JGBLI (the Agent) be recognized as established under the Master Developer Agreement (MDA) of 2016. It is also necessary to recognize that the Agent owns approximately 63 acres of land, surrounded by the remainder of the site.

Second, the site, in whole or part, is not listed for sale with the Multiple Listing Service (MLS) anywhere in the United States. The County has had recent success in the sale of properties throughout the County after public listing with MLS through an agent. Involving a licensed real estate agent would allow for marketing perspective and MLS activity.

Third, the former Economic Development Committee as well as others in the community, both Cascade and County wide, have regularly inquired about the status of Ft. Ritchie. Commissioners have expressed interest in involving the new Economic Development Coalition in the marketing and sale of Ft. Ritchie. A seasoned representative of the EDC may well assist in evaluating Ft. Ritchie needs while keeping the Coalition (the economic development community) apprised.

Fourth, the Ft. Ritchie Community Center is funded in part by the Ft. Ritchie fund balance. The contribution of late has been \$170,000 per year. The Ft. Ritchie Community Center is a community asset, for children and adults alike, which depends upon the success of Ft. Ritchie for sustainability. A representative from Ft. Ritchie Community Center may offer valuable perspective and motivation.

Fifth, the PenMar Development Corporation was established in May 1997 to oversee the development of Ft. Ritchie. While the Corporation no longer exists, a great deal of corporate knowledge exists among the former board. A representative may be helpful.

Finally, several County staff members, to include multiple Directors, the County Attorney, and the County Administrator have been involved in the potential sale of Ft. Ritchie for multiple years. The knowledge and effort of staff will remain necessary in the marketing and sale of Ft. Ritchie.

The Board may wish to consider a Cascade community partnership of stakeholders where any one or any combination of the above stakeholders provide a representative. The purpose of assembling a partnership would be to benefit from multiple perspectives and a knowledge base to strategically and aggressively market Ft. Ritchie. The partnership would also help to keep the community informed and interest current. The partnership may also assist in the expedient review of offers for purchase. Review and recommendation upon offers as well as a regular updates of marketing activity could come before the Board.

Regardless of partner selection, a clear and concise evaluation process is necessary. The MDA offers a set of criteria for that purpose. However, the “financial strength” aspect of the form requires greater detail upfront. A clarification of financial criteria has been included. The criteria will serve to assess the financial viability of any offer more accurately and more efficiently. The evaluation criteria with financial detail required is included herein.

In addition to the above, due the retirement of the current Director of Public Works and for better alignment with division missions, the Business Leader will become the primary contact for the marketing and sale of Ft. Ritchie. Given the legal and financial implications of any transaction of this nature, the Business Leader will be working in concert with the County’s Chief Financial Officer, the County Attorney, and the County Administrator.

The Director of Public Works will remain involved as that position is responsible for maintenance and upkeep of the site. The Director of Environmental Management has and will remain involved due to the utility operations on site. The Director of Plan Review and Permitting will remain involved to readily address zoning and development. The Director of Construction and the Director of Engineering have participated in the project to rapidly address code and engineering matters anticipated in sale; they too will remain available to the project.

FISCAL IMPACT: A successful plan will have a significant fiscal impact upon Cascade as well as the County.

CONCURRENCES: N/A

ALTERNATIVES: Subject to Board discussion

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A

Cascade Towne Center – Buyer Plan and Profile

In accordance with the Master Developer Agreement dated November 15, 2016, as stated in Section 4(b) 1-11, the Agent must submit a written proposal for any project, development, buyer, tenant, occupant, end user, or use put forward by Agent that includes at least the following, as applicable:

1. The name and financial strength of the proposed buyer, tenant, occupant, or end user;
2. The proposed sales or lease price for the property or property interest;
3. The proposed terms of sale, lease, or occupancy;
4. The proposed use of the property;
5. The estimated fair market value of the property upon development completion;
6. The estimated number, types, and pay rates of jobs to be created by the project;
7. The estimated amount of any incentives being offered in connection with the sale of the property;
8. The infrastructure requirements, if any, for the project;
9. The finder's or service fee due Agent from buyer, tenant, occupant, or end user;
10. The proposed commission to the Agent, if any, relating to the sale of real estate in Cascade Town Center by the County.
11. A proposed schedule of performance pertaining to the sale and development of the property.

To address item 1. above appropriately and to accurately assess financial strength, Washington County will require financial records for each of the prior three years; to include:

- a. Applicable tax return for business entity
- b. Income statement
- c. Balance Sheet
- d. Cash Flow Statement

Washington County also requests:

- e. Bank statements from the prior six-month period
- f. A financial resume of successful development projects to include purchase price, development costs, income generated, and financial records for the business, or activity.



Open Session Item

SUBJECT: Cascade Rowe Offer for Purchase

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Susan Small, Business Leader, Department of Business Development

RECOMMENDED MOTION: Pending direction of Board

REPORT-IN-BRIEF: Mr. Rowe presented an offer to purchase Cascade

DISCUSSION: The offer includes land owned by the County's agent. The offer includes a down payment and study period. Staff has assembled a draft process to solicit and expediently vet offers for consideration by the Board. Staff will proceed to process the offer as directed by the Board.

FISCAL IMPACT: The offer is in the amount of \$6.25 million.

CONCURRENCES: N/A

ALTERNATIVES: Subject to Board discussion

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-18-011) - Hagerstown Regional Airport Virtual Perimeter Monitoring Systems (VPMS) Upgrades

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department, Phil Ridenour, Director, Hagerstown Regional Airport, and Eugene Bolanowski, Airport Operations Manager, Hagerstown Regional Airport

RECOMMENDED MOTION: Move to authorize by Resolution the approval of the purchase and installation of cameras, all related hardware, and software of the Virtual Perimeter Monitoring Systems (VPMS), along with upgrading the terminal access control systems from Skyline Technology Solutions of Glen Burnie, MD at the contracted unit prices totaling \$130,000.00 based on the contract awarded by Carroll County Government (RFP #49-F-2-13/14). This phase is a necessary and vital step in advancing the overall security improvement project by placing new cameras in locations not previously under observation.

REPORT-IN-BRIEF: Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

Acquisition of the equipment by utilizing the Carroll County Government's contract and eliminating our County's bid process would result in administrative efficiencies for the Hagerstown Regional Airport and the Purchasing Department as well as overall better pricing due to economies of scale offered by the subject contract. The contract term is effective September 1, 2016 through October 26, 2018.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's Capital Improvement Plan (CIP) account COM026; Grants (MAA-GR-19-009 & MAA-GR-19-010) participation from Maryland Aviation Administration (MAA) in the amount \$97,500.00 to cover the State's portion of the allowable costs, the County's portion of the allowable costs is \$32,500.00.

CONCURRENCES: Jim Sterling, Director, Public Works

ALTERNATIVES: N/A

ATTACHMENTS: Skyline Network's quote dated August 10, 2018 and Maryland Aviation Administration's grant agreement letter dated September 20, 2018.

AUDIO/VISUAL NEEDS: N/A



Richard A. Henson Field
Commercial & Commuter Air Service | Aviation Maintenance | Airside Services

August 16, 2018

Mr. Ashish J. Solanki, Director
Office of Regional Aviation Assistance
Maryland Aviation Administration
P.O. Box 8766
BWI Airport, Maryland 21240-0766

Reference: Scope of work for Virtual Perimeter Monitoring System – Phase IV
Hagerstown Regional Airport – Richard A. Henson Field
Hagerstown, Maryland

Dear Mr. Solanki:

The purpose of this letter is to request funding assistance from the Maryland Aviation Administration for Phase IV of the Virtual Perimeter Monitoring System (VPMS) upgrades at the Hagerstown Regional Airport. This Phase is a necessary and vital step in advancing the overall security improvement project by placing new cameras in locations not previously under observation.

As outlined in the Project Narrative (Exhibit A), the benefits of this Phase will be the ability for the Eastern End of the airfield to be incorporated into the security monitoring system; provide for a link to the Air Traffic Control Tower to be able to remotely see the runup pad for Runway 27; and to extend our perimeter security visibility to areas not currently under observation. Secondary benefits of this system will enable the airport and law enforcement to monitor remote areas of the airfield for possible security issues, wildlife activity, and UAS activity. We are also looking at reducing costs by using solar energy in place of trenching.

The deliverables for this Phase include:

- Panoramic Cameras
- PTZ Cameras
- (2) 30' metal poles
- Solar Power source for the cameras
- Installation and Labor

A copy of the Skyline Technology Solutions Budget Estimate (Exhibit B) is included with this letter. In it you will find a breakdown of the items to be purchased and projected budget cost for Phase IV. This budget proposal includes previously purchased cameras which were purchased in Phase III(a).

As in previous phases, this project is going to be performed under an existing Washington County IT Department contract with Skyline Technology Solutions through Carroll County Public Network Project Management (Exhibit C) to make necessary software and hardware upgrades so there is no need to go out for additional quotes for the work.

The total project cost is projected to be \$130,000 total. Of that amount, we are seeking MAA funding at the 75% level, or \$97,500 and Washington County will fund the remaining 25%, or \$32,500. These costs will cover the installation of the new equipment, as detailed above and in the proposal from Skyline Technologies.

A map of the project work areas (Exhibit D) showing the general location of the new cameras and support poles are included with this letter. Each system is going to be housed in a weather proof containment mounted near the cameras and use a wireless antenna to send the signal to the receiver station on the terminal building roof.

Since this project is a new construction, low voltage electrical permits will be required per the Washington County Division of Engineering & Construction Management (Exhibit E). Zoning for this project will not be a factor as the equipment being installed will not interfere with the zoning currently in place. Since electrical work will need to be performed, the airport will use the electrical contractor currently under contract with the County.

Notice has been made to the Clearinghouse and a copy is attached for your review (Exhibit F). We will continue to provide feedback to your office as we receive it from the Clearinghouse.

A 7460 will also be completed, to verify that the proposed poles will not be an obstruction to our Part 77 surfaces.

Hagerstown Regional Airport has budgeted for the grant project in the airport's FY 2019 CIP budget, and will be able to meet the required funding to cover our share of the project costs.

We appreciate your continued commitment and assistance on these important projects at Hagerstown Regional Airport. If you have any questions or need any additional information, please feel free to contact me at 240-313-2777.

Sincerely,

Phillip G. Ridenour, C.M.
Airport Director

Exhibit A
Project Narrative

Phase IV – FY 2019

SUMMARY OF GOALS:

The goal of Phase IV is to add a security camera network at the Approach end of Runway 27. These locations will provide coverage of the run-up pad, an area currently not visible from the control tower, as well as providing some locations for a mix of 360 Degree cameras. This will close a gap in our perimeter security program. A mix of panoramic cameras, and Pan, Tilt, and Zoom (PTZ) cameras will be installed to allow for perimeter monitoring and identification of concerns. As part of this project goal there will be additional secondary benefits which will include the ability for our control tower to monitor the run-up pad and check for aircraft and ground vehicles over a computer link in the tower. This will increase the visibility of the East end of the airport and eliminate a blind spot by offering a camera link to the tower controllers.

Scope of Work:

Approach end of Runway 27 – Run-up pad and approach end of primary runway.

- This area is a high priority for the airport, for a number of reasons. The first being the run-up pad is outside the visibility of the control tower. Also, a good portion of the land area inside the perimeter fence is below the level of visibility and has been a site of numerous wildlife incursions and perimeter security concerns. This blind area represents a security concern for the airport for which we are attempting to address with this phase of the project.
- The solution for this area consists of several components:
 - Installation of a wireless transmitter system to provide communications between the cameras.
 - Installation of fixed panoramic cameras to monitor the run-up pad and fence lines and provide a link into the control tower to increase their situational awareness of aircraft and security issues at that end of the airport.
 - Installation of two (2) PTZ cameras to track anything inside the fence and around the perimeter in this area.
 - Associated infrastructure, including solar power panels on the remote camera locations, to power the camera and wireless system.
 - Installation of a computer workstation in the control tower to allow for the controllers to monitor the cameras being installed, to aid in identification and tracking of any concerns.

Cost:

Phase 4	Quoted price
Camera Installation on East End of Airport	\$ 36,014.05
Computer Workstation in Tower	\$ 2,517.63
Communications Equipment	\$ 28,287.23
Labor	\$ 27,294.26
Solar Power Installation	\$ 32,575.46
Warranty (5 Year)	\$ 3,216.10
Electrical Allowance	\$ 95.27
Total	\$ 130,000.00
<i>MAA Share (75%)</i>	<i>\$ 97,500.00</i>
<i>Local Share (25%)</i>	<i>\$ 32,500.00</i>

Exhibit B
Skyline Invoicing for Phase IV



Skyline Technology Solutions, LLC PROPOSAL

6956-F Aviation Boulevard
Glen Burnie, MD 21061
Phone: 410-766-1993
Fax: 410-766-5774

Proposal #: 11119
Date: 08/10/2018
Terms: Net 30 Days
Sales Person: Kendra D Collier

Prepared For:

Hagerstown Regional Airport
18434 Showalter Rd
Hagerstown, MD 21742

Location:

Hagerstown Regional Airport
18434 Showalter Rd
Hagerstown, MD 21742

Proposed Service:

CCPN CONTRACT STANDARD:

- 1) This proposal follows the CCPN Contract Vehicle RFP 49-F-2-13/14
- 2) Labor \$102.61 per hour, one hour minimum.
- 3) Materials discounted: Genetec licensing-31% off list, Genetec maintenance-20% off list, Axis & ONSSI-22% off list, Sony-25% off list

Skyline to:

- Furnish and install (2) 30' tapered round steel poles at east end of the airport
- Install(2) 180 panoramic cameras and (1) PTZ on each pole
- Install (1) 150W continuous power solar system on each pole
- Install (1) NEMA enclosure, hardened switch and wireless transceiver on each pole
- Install (1) switch and (1) PTZ and (1) wireless transceiver on Air Traffic Tower
- Install (1) viewing workstation with (1) 24" monitor, mouse and keyboard
- Install (1) wireless receiver on Main Terminal Roof to communicate with Air Traffic Tower
- Install (2) wireless transceivers on Hanger 18

Price assumes poles have line of sight to Hanger 18

Price assumes IR on PTZs will not be turned on due to power limitations on poles

Price assumes there are two unused Genetec licenses in the system

Price assumes there is enough space on Main Terminal Roof to mount one more transceiver

Price assumes using existing 110AC outlets in Traffic Tower

Price assumes PTZ on Traffic tower will be attached to the existing structure

HRA to provide (2) Axis Q3708-PVE cameras and (1) Axis T91L61 mount purchased as part of Phase 3.

NUMBER	DESCRIPTION	QTY	UNIT COST	TOTAL
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Skyline Technology Solutions, LLC **PROPOSAL**

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AXIS Q3708-PVE	180° multi-sensor, day/night fixed dome in an IK10 vandal-resistant outdoor casing. Fixed focal, multi-megapixel lenses, focused from factory. 3 x QHD resolution, up to 15MP total in 4:3 format. WDR. Forensic Capture, Zipstream and one single IP address.	2	\$1,559.22	\$3,118.44
AXIS T91L61	Wall-and-Pole Mount for Axis PTZ and multi-sensor cameras. Built-in Ethernet cable with an IP66 RJ45 connector for quick installation with protection against dust and water. Connect PoE via either RJ45 or IDC (insulation-displacement contact) connectors.	3	\$77.22	\$231.66
XNP-6370RH	Wisenet X, network IR PTZ camera with 1/1.9" sensor, IR range for up to 1148', 2MP, Full HD(1080p) @60fps, H.265/H.264/MJPEG, 37x optical zoom, 120dB WDR, auto tracking, true D/N, 24VAC, IP66, IK10, Built-in -58°F (-50°C) Heater, Analytics	3	\$2,623.50	\$7,870.50
SBP-300WM1	Samstung OP accessory, wall mount, ivory, right angle	3	\$39.10	\$117.32
SBP-300B	Samstung OP accessory, conduit adapter for SBP-300WM	3	\$44.05	\$132.17
SBP-300PM	Samstung OP accessory, pole mount adapter for use with SBP-300WM, ivory	3	\$39.10	\$117.32
WCS1-4	Camera Power Supply 4Amp 1 Output	3	\$153.66	\$460.98
NBB181608-100	L-Com Enclosure 18X16X8"W/120V - BLACK	3	\$251.16	\$753.48
HGX-PMT28	L-Com pole mount	3	\$77.22	\$231.66
EX78931-0VB	Hardened Managed 16-port Gigabit Ethernet Switch - 12 copper(8 x PoE) and 4 SFP ports	3	\$1,608.04	\$4,824.11
SDR-480-48	Industrial (-25C - 70C) 480W Power Supply, Input: 90VAC - 260VAC, Output: 48VDC @ 10 A, DIN Rail Mount, Terminal Block Connections	3	\$146.30	\$438.90
FM1300T-HW	Fluidmesh 1300 OTTO, single MIMO AC radio device, 30 Mbit/s Ethernet Throughput, 4.9-5.8 GHz with integrated panel antennas. The device works on channel up to 80 MHz wide. Two (2) Ethernet Ports. Includes active PoE injector and AC 90-240V Power Supply.	6	\$1,678.60	\$10,071.60
FM1300T-200	Enable 200Mbit/s ethernet throughput in FM1300T Devices	6	\$1,732.50	\$10,395.00
FM1300-EEW-5Y	Limited Warranty Extension to 5 Years and Enhanced Warranty including Advanced Replacement for FM1300 OTTO. The plan is valid for one product and it must be associated to the product serial number prior physical installation on-site.	6	\$448.50	\$2,691.00



Skyline Technology Solutions, LLC **PROPOSAL**

6956-F Aviation Boulevard
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FM-AES	AES Plug-in. Enables AES-bit hardware-based encryption on one Fluidmesh product. One plug-in is required for each hardware device where encryption is desired. ECCN 5D002 (Export Licensed Required to be exported in certain countries; no license required to	6	\$234.00	\$1,404.00
HGX-UMOUNT	L-Com Universal Tube Antenna Mount with 90 degree Adjustable Tilt with a 5" x 7" (127 x 179 mm) wide mounting flange. Fully extended the 1-5/8 in. (42 mm) O.D. mounting arm is 21 inches (533 mm).	6	\$28.08	\$168.48
Security Labor (Hrs)	Security Labor (Hrs)	266	\$102.61	\$27,294.26
Project Installation	Miscellaneous items for projects, flex conduit for poles, mounting hardware, connectors, adapters, etc.	1	\$759.00	\$759.00
GSC-Om-E-1C	1 camera connection	4	\$195.00	\$780.00
GSC-Om-E-1FC	1 failover camera connection (camera connection NOT included). Mandatory SMA.	4	\$17.94	\$71.76
ADV-CAM-E-3Y	Genetec™ Advantage for 1 Omnicast Enterprise Camera – 3 years	4	\$93.60	\$374.40
ADV-CAM-E-1M	Genetec™ Advantage for 1 Omnicast Enterprise Camera – 1 month	46	\$3.28	\$150.70
Service	Remote LiFePo4 power supply 48Volts DC out @7200Watts, remote solar controller, 7200 watts of stored energy . Sea. 340 watt solar panels, with pole mount and solar panel brackets for ground or pole mount. Includes 400W 110VAC inverter.	2	\$16,182.43	\$32,364.86
IPPWR1	IP Camera Surge Protector w/Separate 12-24V Protection Circuit; Single Channel Multi-Stage	3	\$70.20	\$210.60
Service	Furnish and install one 30' round tapered steel pole 8"base, 3.8"top, 7GA.	2	\$11,000.00	\$22,000.00
6NF4	Cat 6 OSP outdoor cable	1	\$354.90	\$354.90
BCDT2-SKY-I7-GTX1060	Video Client Workstation - Windows 10 Pro, Core I7, 8GB RAM, GTX1060, 275GB SSD, 1TB HD, 5 Year Onsite Warranty	1	\$2,282.50	\$2,282.50
E2417H	Dell E2417H LED monitor - 23.8" (23.8" viewable) - 1920 x 1080 Full HD (1080p) - IPS - 250 cd/m² - 1000:1 - 8 ms - VGA, DisplayPort - black	1	\$167.18	\$167.18
KM714-BK-US	Dell Wireless Keyboard and Mouse Combo Keyboard and mouse set - wireless - 2.4 GHz - US - black	1	\$67.95	\$67.95
Service	Electrical Contractor Allowance	1	\$95.27	\$95.27



Skyline Technology Solutions, LLC PROPOSAL

6956-F Aviation Boulevard
Glen Burnie, MD 21061
Phone: 410-766-1993
Fax: 410-766-5774

Proposal #: 11119
Date: 08/10/2018
Terms: Net 30 Days
Sales Person: Kendra D Collier

Prepared For:

Hagerstown Regional Airport
18434 Showalter Rd
Hagerstown, MD 21742

Location:

Hagerstown Regional Airport
18434 Showalter Rd
Hagerstown, MD 21742

*Non-taxable Freight included if applicable.

*By signing below or issuing a purchase order or sending an email approval or providing a contract for services constitutes acceptance of this proposal and its attached terms & conditions:

Customer Signature: X _____

Printed Name: _____

Date: _____

LABOR	\$27,294.26
MATERIALS & FREIGHT*	\$102,705.74
SUB TOTAL	\$130,000.00
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$130,000.00

SKYLINE TECHNOLOGY SOLUTIONS (Herein SKYLINE). Standard Terms & Conditions (Ver. 11/1/2017):

1. **EXCLUSIONS:** Unless specifically included in writing herein the following are excluded from this estimate: Permits (electrical or other), telephone lines, network connections & service, wireless service, electrical power, conduit, raceway, monitoring, lighting and any equipment or service not specifically provided for herein.
2. **WARRANTY:** All SKYLINE equipment installed as part of a new installation is warranted parts and labor for one calendar year from the first day of beneficial use unless otherwise noted. All warranty work shall be performed during normal business hours of 8AM to 5PM Monday to Friday except State & Federal Holidays. It is our policy to exclude from coverage and/or support, any equipment that has been provided & installed by SKYLINE if that equipment has been serviced, altered, changed, upgraded or added on to, by any person or entity other than an authorized SKYLINE employee. Repairs made necessary by violation of this policy will be billable at prevailing rates. No additional warranties are provided for where existing equipment is utilized unless specifically included herein.
3. **COMMENCEMENT:** Work starts 4-6 weeks after receipt of order & deposit payment. All work will be performed during normal business hours of 7AM to 5PM EST Monday to Friday except State & Federal Holidays.
4. **EXPIRATION:** Pricing quoted herein valid for 15 calendar days.
5. **DEPOSIT:** 50 Per Cent of total contract due upon acceptance of proposal(s) unless otherwise indicated. Progressive billing may be required if project exceeds one month in duration.
6. **TAX:** If price does not include reflect taxes, tax will be billed with final invoice unless tax exempt forms are provided.
7. **WAGE SCALE:** Wage Scales (Federal, State, and City, Local or other) that are required but not provided in advance and in writing to SKYLINE will result in additional labor charges being assessed based on the requirement of the scale.
8. **EXISTING EQUIPMENT:** This proposal assumes all existing devices & cabling are fully functional and ready to use. Existing equipment & cable found inoperative, broken, or otherwise unusable will be replaced as an above contract cost.
9. **FIRE CODE COMPLIANCE:** The SKYLINE system has been designed in good faith with the full intention of meeting the local Fire Marshal requirements; however SKYLINE can't always anticipate how the design will be received by the local authorities. Therefore any design changes, submittal packages, permits or repairs required to meet local Fire Marshal approval shall be considered an above contract cost.
10. **LIQUIDATED DAMAGES - SKYLINE'S LIMITS OF LIABILITY:** It is understood that SKYLINE is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SKYLINE by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises.
11. **INDEMNITY:** Customer does not seek indemnity by this Agreement from SKYLINE and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invites, Guests, or property. Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SKYLINE from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SKYLINE, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SKYLINE for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SKYLINE.
12. **EXPECTATIONS:** SKYLINE makes no warranty, express or implied, that the systems it installs or the service it furnishes will avert or prevent occurrences, or the consequences thereof, which the systems and services are designed to detect. Customer agrees that SKYLINE shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SKYLINE, its agents or employees.
13. **WAIVER:** The Customer does hereby waive and release any rights of recovery against SKYLINE that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert.
14. **LIABILITY LIMITATION:** If SKYLINE should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250,000, which the Customer agrees is reasonable. The payment of this amount shall be SKYLINE'S sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SKYLINE more than one (1) year after the accrual of the cause of action therefore.
15. **FALSE ALARMS:** The State of Maryland & each county therein have False Alarm Laws permitting law enforcement agencies to cite alarm users who have excessive false alarms. Under no conditions will SKYLINE assume financial responsibility for fines associated with citations stemming from false alarms. It is the customer's responsibility to routinely check the law for changes & to comply.
16. **ALARM/FIRE SYSTEMS COMMUNICATIONS LINES:** Customer acknowledges that when activated, the system is designed to seize the Customer's telephone service and the customer will not be able to place other telephone calls, including calls to the 911 emergency operator. A dedicated telephone line is recommended.
17. **DELAYS:** SKYLINE assumes no liability for delays in installations of the equipment or for the consequence there from. However caused, or for interruptions of service for the consequences therefrom due to a declared state of emergency, strikes, riots, floods, war, acts of God or any cause beyond the control of SKYLINE, SKYLINE will not be required to provide service to the customer while interruption of service due to any such cause shall continue and for a reasonable period thereafter. DELAYS caused by the customer not providing access to the site are billable at prevailing rates.
18. **RADIO AND COMMUNICATIONS:** Problems, interruptions, inoperability and interference of a communication device, whether it be wireless, direct connect, telephone, DSL, Cable Modem, T-1, internet, fiber optic, coaxial cable or a combination thereof or similar too are not provided for unless specifically included in writing herein.
19. **SEVERABILITY:** If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
20. **MODIFICATIONS:** Modifications to this agreement must be in writing, dated and signed by a SKYLINE executive.
21. **DEFAULT:** Failure to pay any amount when due shall give SKYLINE, in addition to any other remedies, the right to terminate any and all agreements and to charge interest at the legal rate of eighteen percent (18%) per year on all delinquent amounts. A \$35.00 per month administrative processing fee applies for all late invoices. Customer agrees to pay all costs, expenses and fees of SKYLINE'S enforcement of this agreement, including collections expenses, attorney's fees, court costs and administrative fees.
22. **JURISDICTION:** This Agreement will be governed by the laws of the State of Maryland.
23. **CANCELLATION:** Cancelled orders are subject to a 25% restocking charge. No order may be cancelled after 3 business days. Custom orders cannot be cancelled.
24. **NETWORKING:** All networking requirements will be provided for by the customer unless specifically included within the scope of work herein. This includes but is not limited to programming of computers, routers, hubs, firewalls, modems, IP addresses, network masks, gateways, port forwarding, adding/deleting/changing users, etc. Cost associated with SKYLINE equipment inoperability that was caused by the customer's network is billable.
25. **CONTRACTS:** Burglar Alarm System, Nurse Call System, Fire Alarm System, Maintenance and Support contracts have a term of FIVE years and are billed annually in advance, and are subject to annual rate increase(s). Excessive false alarms and/or excessive alarm activations may result in an increase in monitoring fees. Any errors may result in contract suspension or cancellation and moneys collected for this and other services may be reapplied to open balances. If a contract is terminated by the customer, the customer remains responsible for the balance of all the unpaid years remaining. The contract will not be prorated under any conditions. If a monitoring contract is suspended for non-payment, a \$75.00 Suspension fee and when resolved, a \$75.00 reactivation fee will be assessed.
26. **SOFTWARE APPLICATIONS:** All Smart Phone, Tablet, iPhone, Android, Windows or similar portable and wireless devices and its associated software applications are not covered under any warranty or contract. Costs or issues associated with the installation, operation or performance of these devices and/or associated applications is not provided for.
27. **TERMINATION:** SKYLINE reserves the right to cancel any contract for late payment, non-profitability or if deemed the contract to not be in its own best interest.
28. **VERSION:** The terms & conditions specified herein supersede all previous versions as referenced by the version date on the top of this document.

Exhibit C
Carroll County Contract

Please see attached documents
Total Pages: 50

Exhibit D
Camera Position Proposal

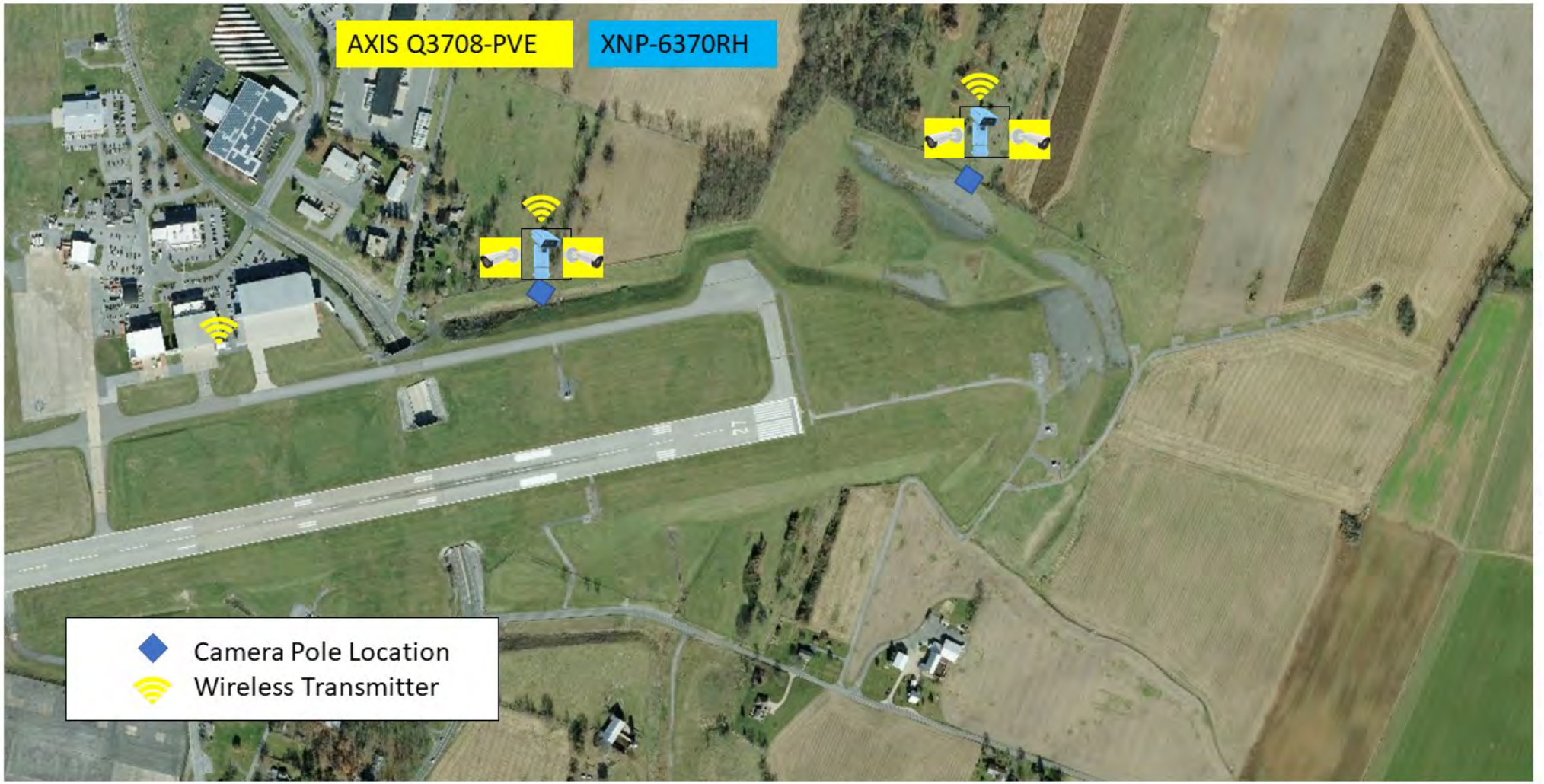


Exhibit E

Richard Eichelberger, WC Div. of Eng. & Const. Mgmt., email regarding permit requirements

From: [Eichelberger, Rich](#)
To: [Bolanowski, Eugene J.](#)
Cc: [Mummert, Mark](#); [Hobbs, Scott](#); [Lung, Timothy](#)
Subject: RE: Phase IV Security System Upgrade
Date: Monday, August 13, 2018 3:08:37 PM
Attachments: [image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Gene,

Submit the updated plans to indicate solar powered equipment and all related information during the permit process.

Rich



Richard W. Eichelberger
Director of Construction/Code Official
80 West Baltimore Street
Hagerstown, MD 21740
P: (240) 313-2480
www.washco-md.net

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From: Bolanowski, Eugene J.
Sent: Monday, August 13, 2018 9:04 AM
To: Eichelberger, Rich <reichelb@washco-md.net>
Cc: Mummert, Mark <MMummert@washco-md.net>; Hobbs, Scott <SHobbs@washco-md.net>; Lung, Timothy <tlung@washco-md.net>
Subject: RE: Phase IV Security System Upgrade

Rich,

I wanted to provide an update, and see if we needed to update any of the requirements for the phase IV security project, since we are looking at using solar panels to power the security cameras now at the approach end of the runway? We are removing the trenching option, as the trenching was going to be cost prohibitive in the project.

Since this is new construction, I wanted to confirm via email that this will require permitting to be done for the electrical work. Since we are going to be working with the County Contractor (Kube Electric) to complete that work, I wanted to ask what permits would be needed?



Eugene Bolanowski, C.M., ACE
Operations / Security Manager
18434 Showalter Rd
Hagerstown, MD 21742
P: 240-313-2769 | C: 386-846-9118
www.flyhagerstown.com

Get Connected and See Updates



NOTICE: The information contained in this e-mail, including attachments, may contain confidential information that is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, you are hereby notified that any review, dissemination, distribution, copying or other use of, or taking any action in reliance upon this information is strictly prohibited. If you have received this communication in error, please contact the sender immediately and then delete the material from your computer.

Exhibit F
Clearinghouse Correspondence

From: Sean Chisam

Sent: Thursday, August 16, 2018 12:34 PM

To: mdp.clearinghouse@maryland.gov

Cc: Mahesh Kukata <MKukata@adci-corp.com>; Ridenour, Phil <PRidenour@washco-md.net>; Keith Fritz <KFritz@adci-corp.com>

Subject: New Grant Proposal/Application - Hagerstown Regional Airport

Maryland State Clearinghouse:

On behalf of the Board of County Commissioners of Washington County, Maryland, I wish to submit a new grant proposal/application with the Maryland Aviation Administration for review by the Clearinghouse.

As part of a multi-phase, multi-year scope of work, the airport is pursuing the modernization of the perimeter security system. In previous phases of work, new camera equipment was installed at various locations within the Hagerstown Regional Airport property. The upcoming phase of work, Phase 4, proposes to add a security camera network at the Approach end of Runway 27. The wireless infrastructure improvements will provide coverage in areas not currently visible from the control tower and close a gap in the perimeter security program. Because the project involves removal and replacement of electronic wireless hardware and weatherproof equipment enclosures, there will be no need to run conduit or generate any earth disturbance through pavement or earth trenching. I have attached the project narrative, scope of work, exhibit, and price proposal to aid in your review of the project. The budget for the Phase 4 project scope will be \$130,000.

Should you require any additional information in order to complete your review, please contact me at schisam@adci-corp.com or (410)465-9600 x310.

Sean A. Chisam, PE
Project Engineer



Airport Design Consultants, Inc.

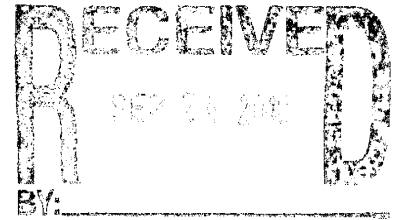
6031 University Blvd., Suite 330, Ellicott City, MD 21043
410.465.9600 office | x310 direct | 240.375.0483 mobile
schisam@adci-corp.com | www.adci-corp.com

M D
MARYLAND DEPARTMENT
OF TRANSPORTATION

MARYLAND AVIATION
ADMINISTRATION

Larry Hogan
Governor
Boyd K. Rutherford
Lt. Governor
Pete K. Rahn
Secretary
Ricky D. Smith, Sr.
Executive Director

September 20, 2018



Phil Ridenour, C.M.
Director
Hagerstown Regional Airport-Richard A. Henson Field
18434 Showalter Road
Hagerstown MD 21742

Dear Mr. Ridenour:

Enclosed are four copies of proposed grant agreement MAA-GR-19-009 and MAA-GR-19-010 for Washington County's review and signature. Under the terms of agreement MAA-GR-19-009, the State will pay five (5%) percent or up to \$55,555 for terminal and Runway 9/27 rehabilitation design. For MAA-GR-19-010, the State will pay seventy-five (75%) percent or up to \$97,500 for security improvements at Hagerstown Regional Airport-Richard A. Henson Field.

Please sign, only where "Sign Here" tabs indicate, and return all four copies of the grant agreement to me for execution by the State. When processing is complete, two copies of the each fully executed grant agreement will be provided to you for your records.

If you have any questions, please do not hesitate to contact me at 410-859-7064 or by email at asolanki@bwiairport.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashish J. Solanki".

Ashish J. Solanki, A.A.E.
Director
Office of Regional Aviation Assistance

Enclosures: Four copies, MAA-GR-19-005 and MAA-GR-19-006



Agenda Report Form

Open Session Item

SUBJECT: Consideration for inclusion of Hagerstown Fire Department in the Testing of Ladders, Aerials, Hose, and Pumps

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: R. David Hays, Director, Division of Emergency Services, and Jonathan Hart, Assistant Director, Division of Emergency Services

RECOMMENDED MOTION: Move to approve the use of budgeted funds for the inclusion of the Hagerstown Fire Department's (HFD) apparatus and equipment in annual aerial, ladder, pump and hose testing with the vendors currently providing those services to the county under previously established contracts.

REPORT-IN-BRIEF: Washington County provides annual ladder, pump and hose testing services through established contracts delivered through three different vendors. These services are provided for all fire apparatus (engines, trucks, rescue squads) in the county, with the exception of the Hagerstown Fire Department's. Under this proposal, the county agrees to fund these testing procedures for HFD's apparatus and equipment: 7 engines, 3 ladder trucks, 32,000 feet of hose, and 1,078 feet of ground ladders, provided the services are delivered under the County contract.

DISCUSSION: These services will be provided at the prices per unit in the current contract.

FISCAL IMPACT: The \$14,000 for the purchase of these services would be covered within the \$90,000 that is budgeted in FY19 Budget 11525-515270 (Maintenance Contract Services).

CONCURRENCES: None

ALTERNATIVES: If the county decides not to purchase these services, the City of Hagerstown will continue procure and expense these services on their own.

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: ACT[®] Work Ready Communities

PRESENTATION DATE: October 16, 2018

PRESENTATION BY: Susan Small, Business Leader, Department of Business Development, Theresa Shank, Dean of Continuing Education and Workforce Development, Hagerstown Community College

RECOMMENDATION: Approve the Resolution for endorsement of the ACT[®] Work Ready Communities (WRC) initiative which includes support of the ACT[®] Work Ready Communities Boot Camp.

REPORT-IN-BRIEF: This effort will be a collaboration between Washington County, Washington County Public Schools, Washington County Chamber of Commerce, and HCC. By participating in the ACT[®] WRC initiative, we can both identify skill gaps and quantify the skill level of our workforce. This helps educators build career pathways aligned to the needs of business and industry, as well as helping our community stand out and be recognized for its workforce development efforts.

DISCUSSION: ACT[®] WRC empowers states, regions and counties with data, processes and tools that drive economic growth; we'll be able to measure and close the skills gap by building common frameworks that link, align and match our workforce development efforts. By recognizing the program, employers will have a more qualified workforce ready to fill their jobs.

The Boot Camp will provide guidance on development and implementation of the ACT[®] WRC initiative through suggested framework models and, by assisting the community in establishing an integrated approach for the Work Ready Community.

FISCAL IMPACT: N/A

CONCURRENCES: Rob Slocum, County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: Resolution

AUDIO/VISUAL NEEDS: None

RESOLUTION NO. RS-2018-_____

ACT® WORK READY COMMUNITIES INITIATIVE

RECITALS

The ACT® Work Ready Communities (“ACT WRC”) initiative is a core element in the effort to build a truly national system for work readiness.

At the core of this aspiration sit ACT® WorkKeys® National Career Readiness Certificates (“ACT WorkKeys NCRCs”) that focus on certifying three essential skills – applied math, workplace documents, and graphic literacy.

The ACT WorkKeys NCRC is an evidence-based credential that has proven to accurately predict work readiness and job performance.

The ACT WorkKeys MCRC applies to all three key groups of people: new workers, transitioning workers, and individuals who already have jobs.

The Certificates, and the skills they verify, help assure employers that the people hired and/or advanced will succeed and testify to work readiness.

Counties that are Work Ready Communities have a built-in economic advantage in the eyes of existing employers as well as those contemplating relocations.

ACT’s WRC Boot Camp is for leaders who want to move aggressively forward in to this 21st century approach to work readiness and economic development.

The Board of County Commissioners of Washington County, Maryland (the “County”) wishes to participate in the ACT WRC initiative.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Washington County, Maryland authorizes and supports the County’s participation in

the ACT® Work Ready Communities initiative to include the ACT® Work Ready Communities Boot Camp.

Adopted and effective this ____ day of _____, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart

BY: _____
Terry L. Baker, Clerk

Approved as to form and legal sufficiency:

Mail to:
County Attorney's Office
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740