



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201

WWW.WASHCO-MD.NET

BOARD OF COUNTY COMMISSIONERS

October 9, 2018

OPEN SESSION AGENDA

- 08:30 A.M. **INVOCATION AND PLEDGE OF ALLEGIANCE**
CALL TO ORDER, *President Terry L. Baker*
APPROVAL OF MINUTES – September 11, 2018
- 08:35 A.M. **CLOSED SESSION**
(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.)
- 09:50 A.M. **RECONVENE IN OPEN SESSION**
- 09:55 A.M. **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:05 A.M. **REPORTS FROM COUNTY STAFF**
- 10:15 A.M. **CITIZENS PARTICIPATION**
- 10:20 A.M. **HEALTH CARE SERVICES DELIVERY – CONTRACTS/WRITTEN AGREEMENTS – Earl Stoner, Deputy Health Officer, Washington County Health Department**
- 10:30 A.M. **BID AWARD (PUR-1397) – BULK DELIVERY OF ROAD SALT – Brandi Naugle, CPPB, Buyer, Purchasing Department, and Ed Plank, Director, Highways Department**
- 10:35 A.M. **CONSTRUCTION BID AWARD – AIRPORT BRIDGE LIGHTING – Scott Hobbs, Director, Division of Engineering**
- 10:40 A.M. **ACCEPTANCE OF DEDICATED PROPERTY FOR CRAYTON BOULEVARD EXTENDED – Todd Moser, Real Property Administrator, Division of Engineering**
- 10:45 A.M. **PROPERTY ACQUISITION FOR SHOWALTER EXTENDED – Todd Moser, Real Property Administrator, Division of Engineering**
- 10:50 A.M. **PROPERTY ACQUISITION AND OWNER RELOCATION FOR 915 ANTIETAM DRIVE – Todd Moser, Real Property Administrator, Division of Engineering**

10:55 A.M. FLOW TRANSFER AGREEMENT'S CONSTRUCTION RESERVE FUND – *Mark Bradshaw, PE, Deputy Director, Division of Environmental Management, Engineering Services*

11:05 A.M. CASCADE AGREEMENT - *Jim Sterling, Director, Public Works, and Robert Slocum, County Administrator*

11:30 A.M. ADJOURNMENT

Board of County Commissioners have been invited to attend the “Annual Conservation Awards Luncheon” sponsored by the Washington County Soil and Conservation District



Agenda Report Form

Open Session Item

SUBJECT: Health Care Services Delivery – Contracts/Written Agreements

PRESENTATION DATE: October 9, 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



Agenda Report Form

Open Session Item

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

PRESENTATION DATE: October 9, 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.



Agenda Report Form

Open Session Item

SUBJECT: Construction Bid Award – Airport Bridge Lighting

PRESENTATION DATE: October 9, 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 9, 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

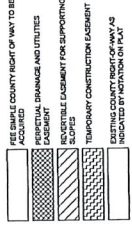
AUDIO/VISUAL NEEDS: N/A

OWNERS CERTIFICATION & DEDICATION

I, **PERNI INDUSTRIAL LAND LLC**, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, CONSENT TO AND ADOPT THIS PLAN OF RIGHT-OF-WAY DEDICATION, AND IN CONSIDERATION OF THE APPROVAL OF THIS PLAN BY THE PUBLIC OFFICERS AND AGENCIES HAVING JURISDICTION OVER THE PUBLIC USE, UNLESS OTHERWISE NOTED ON THIS PLAN.

I/WE CERTIFY THAT THESE ARE AND SHALL REMAIN OPEN AND ACCESSIBLE TO ALL PUBLIC VEHICLES AND THAT THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, REAL PROPERTY ARTICLE 28, § 2-201, AND THE REQUIREMENTS OF THE ANNOTATED CODE OF MARYLAND, PUBLIC USE AND THE SETTING OF MONUMENTS AND MARKERS, HAVE BEEN COMPLIED WITH.

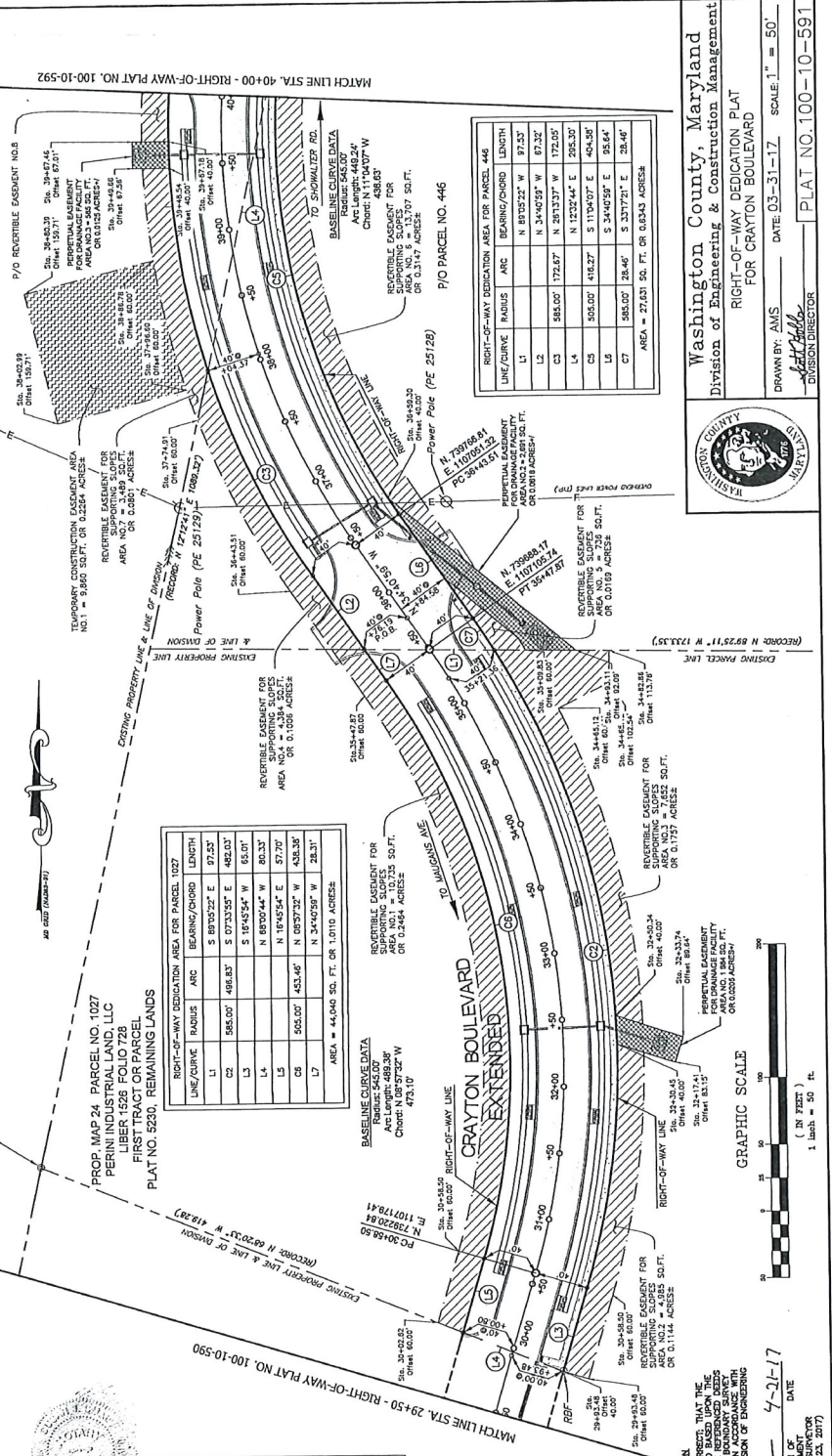
4-15-17 DATE
THE PERNI, PRESIDENT OF PERNI INDUSTRIAL LAND LLC
 OF **Perennial**
 THE OWNERS HAVE SHOWN TO AND SUBSCRIBED BEFORE ME THIS PLAN AND
 OF **Perennial** 2017
04/15/2018 DATE
BY COMMISSIONER EXPRESS
 WE DO HEREBY ASSENT TO THIS RIGHT-OF-WAY DEDICATION PLAN
4-28-17 DATE
THE PERNI, PRESIDENT OF PERNI INDUSTRIAL LAND LLC
 OF **Perennial**



LAND SURVEYOR'S CERTIFICATION

I, **ROBERT CHERY**, CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT, THAT THE PROPERTY LINES SHOWN HEREON HAVE BEEN MADE WITH THE BEST AVAILABLE SURVEYING METHODS AND ARE NOT THE RESULTS OF A COMPLETE REBOUNDARY SURVEY. THE PLAN AND INFORMATION CONTAINED HEREON IS THE PROPERTY OF THE COUNTY DIVISION OF ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION.

4-21-17 DATE
FOR THE WASHINGTON COUNTY DIVISION OF ENGINEERING AND CONSTRUCTION MANAGEMENT
ALSO MICHAEL S. SELBY, PROFESSIONAL LAND SURVEYOR
 M.F. REG. NO. 21727 (EXPIRATION DATE DEC. 23, 2017)



RIGHT-OF-WAY DEDICATION AREA FOR PARCEL 1027
 PERNI INDUSTRIAL LAND, LLC
 LIBER 1528 FOLIO 728
 FIRST TRACT OR PARCEL
 PLAT NO. 5230, REMAINING LANDS

LINE/CURVE	RADIUS	ARC	BEARING/CURVED LENGTH
L1	8970.22'	E	87.53'
C2	585.00'	S 07°33'25" E	482.03'
L3	18°42'54" W	65.01'	
L4	N 89°50'44" W	86.33'	
L5	N 18°42'54" E	57.70'	
C6	505.00'	451.46'	
L7	N 08°52'32" W	433.36'	
L7	N 34°02'58" W	283.31'	

AREA = 44,040 SQ. FT. OR 1.0110 ACRES.

RIGHT-OF-WAY DEDICATION AREA FOR PARCEL 446

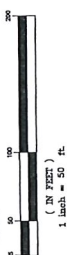
LINE/CURVE	RADIUS	ARC	BEARING/CURVED LENGTH
L1	N 89°52'22" W	87.53'	
L2	N 34°02'58" W	172.05'	
C3	585.00'	172.87'	
L4	N 29°13'37" W	295.30'	
C5	505.00'	416.27'	
L6	S 34°02'58" E	55.64'	
C7	585.00'	28.46'	

AREA = 27,621 SQ. FT. OR 0.6343 ACRES

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'**
Michael Selby
 DIVISION DIRECTOR

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 9, 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 for Showalter Extended

PRESENTATION DATE: October 9, 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.

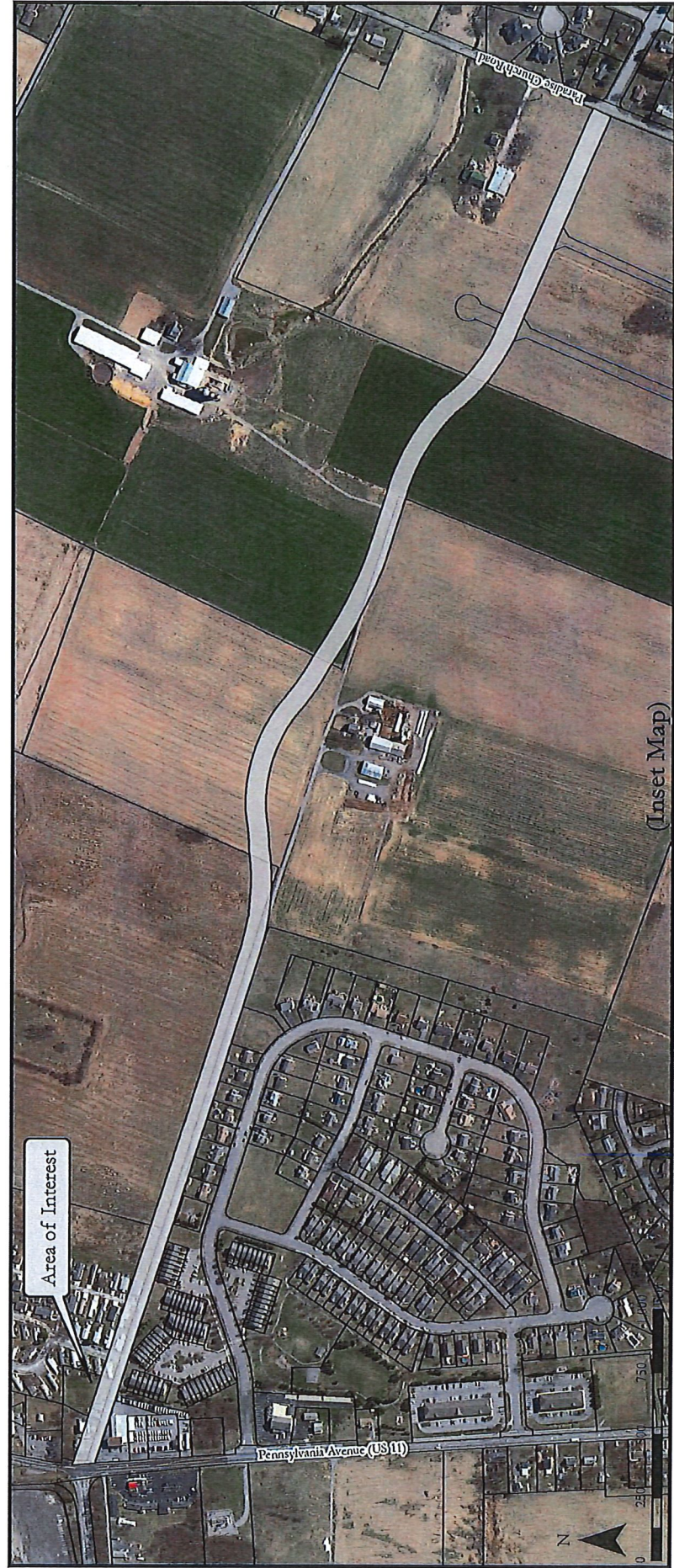
CONCURRENCES: Scott Hobbs, Director, Division of Engineering

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 9, 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: Property Acquisition and Owner Relocation for 915 Antietam Drive.

PRESENTATION DATE: October 9, 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


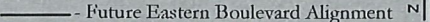
ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: N/A

915 Antietam Drive



Legend

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

ORDINANCE NO. ORD-2018-_____

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 9, 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: Flow Transfer Agreement's Construction Reserve Fund

PRESENTATION DATE: October 9, 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

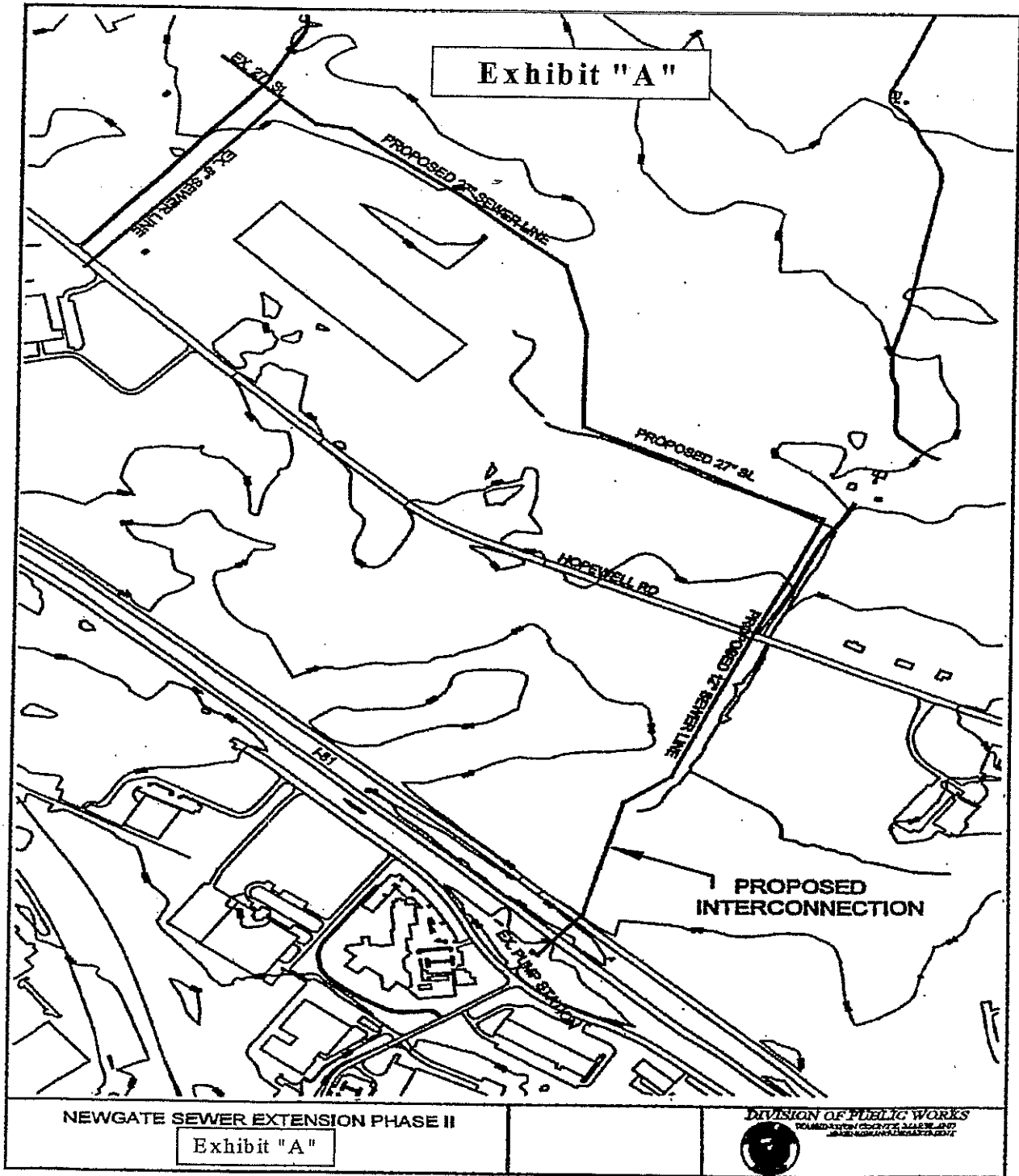
Witness and Attest
As to Corporate Seal

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



Agenda Report Form

Open Session Item

SUBJECT: Cascade

PRESENTATION DATE: October 9, 2018

PRESENTATION BY: Jim Sterling, Director, Public Works, and Robert Slocum, County Administrator

RECOMMENDED MOTION: Pending consensus of the Board

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, 2018, 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, 2018 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 cancellation 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