



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 22, 2019
OPEN SESSION AGENDA

- 08:00 A.M. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Jeffrey A. Cline*
APPROVAL OF MINUTES – October 15, 2019
- 08:05 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 counsel to obtain legal advice on a legal matter; To consult with staff, consultants, or other individuals about pending or potential litigation; & To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.)
- 10:00 A.M. RECONVENE IN OPEN SESSION
- 10:05 A.M. COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 A.M. REPORTS FROM COUNTY STAFF
- 10:25 A.M. CITIZENS PARTICIPATION
- 10:30 A.M. PRESENTATION OF PROCLAMATION FOR MARY BAYKAN – *Board of County Commissioners*
- 10:40 A.M. PRESENTATION OF PROCLAMATION FOR “ECONOMIC DEVELOPMENT WEEK” – OCTOBER 20TH – 26TH – *Board of County Commissioners*
- 10:50 A.M. REQUEST TO ABANDON SANITARY EASEMENT – *Todd Moser, Real Property Administrator, Division of Engineering, Mark Bradshaw, Deputy Director, Environmental Management - Water Quality*
- 10:55 A.M. SUBDIVISION OF FORT RITCHIE COMMUNITY CENTER – *Todd Moser, Real Property Administrator, Division of Engineering and Andrew Eshelman, Director, Public Works*
- 11:00 A.M. WASHINGTON COUNTY COMMUNITY COALITION REQUEST FOR SUPPORT – *Paul Frey, President, Washington County Chamber of Commerce and Jim Kercheval, Executive Director, Greater Hagerstown Committee*
- 11:25 A.M. BID AWARD (PUR-1443) – BULK DELIVERY OF ROAD SALT – *Brandi Naugle, CPPB, Buyer, Purchasing Department and Zane Rowe, Deputy Director, Washington County Highway Department*

- 11:30 A.M. ALLEGIANT DE-ICING / ANTI-ICING AGREEMENT – *Kirk C. Downey, County Attorney and Garrison Plessinger, Director, Hagerstown Regional Airport*
- 11:35 A.M. PASSENGER TERMINAL EXPANSION – APPROVAL TO ACCEPT AWARDED FUNDING – *Garrison Plessinger, Director, Hagerstown Regional Airport and Allison Hartshorn, Grant Manager, Office of Grant Management*
- 11:40 A.M. PROPOSED AMENDMENTS TO THE WASHINGTON COUNTY ZONING ORDINANCE TO INCLUDE AIR BNB TYPE LODGING – *Ashley R. Holloway, Director, Plan Review & Permitting and Jill Baker, Deputy Director, Planning & Zoning*
- 11:55 A.M. COMMUNITY ORGANIZATION FUNDING – CAPITAL EXPENSES – *Susan Buchanan, Director, Office of Grant Management*
- 12:05 P.M. CONTRACT AWARD (PUR1439): INVESTMENT GRADE ENERGY AUDITS – *Rick Curry, Director, Purchasing, and Scott Hobbs, Director, Engineering*
- 12:15 P.M. ADJOURNMENT



Open Session Item

SUBJECT: Presentation of Proclamation to Mary Baykan

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Board of County Commissioners

RECOMMENDED MOTION: None

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, Mary Baykan has upheld a tradition of innovation and commitment to excellent service at Washington County Free Library, and;

WHEREAS, she ushered in an age of connectedness by the introduction of internet and accessible technology to Washington County, and;

WHEREAS, inspired us to look forward and embrace the possibilities with the construction and renovation of the Central Library and four branch libraries, and

WHEREAS, during her 25 years at Washington County Free Library she continuously demonstrated exemplary leadership at the local, state, and national levels to uphold ideals of librarianship with integrity, and;

WHEREAS, by her selection as “Librarian of the Year” in 2007, she exemplifies dedication and excellence in the library profession. Advocating for education, employment and entrepreneurship, engagement, and empowerment for everyone, everywhere in the county.

NOW THEREFORE, We the Board of County Commissioners of Washington County Maryland, do hereby extend Mary Baykan our sincere appreciation for her contributions to promoting literacy and growth in our community. We applaud her innovation, dedication and excellence. Congratulations on 25 years of service to the citizens of Washington County as their Library Director.



Agenda Report Form

Open Session Item

SUBJECT: Presentation of Proclamation for “Economic Development Week” – October 20th – 26th

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Board of County Commissioners

RECOMMENDED MOTION: None

REPORT-IN-BRIEF: Proclamation Presentation to Susan Small and Staff, Department of Business Development

WHEREAS, Economic Development efforts have and will continue to improve the economic well-being and quality of life of the County by helping to create and retain jobs that facilitate business growth and provide a stable tax base, and;

WHEREAS, Economic Development requires Countywide teamwork with all government, workforce development, educational, private business and various to her partners to be successful, and;

WHEREAS, the economic growth and stability of the State affects all regions and jurisdictions Maryland, and Washington County is an important component of the State’s economic success and will highlight and promote economic development efforts in our county.

NOW THEREFORE, We the Board of County Commissioners of Washington County, Maryland, do hereby proclaim the week of October 20-26, 2019 as Economic Development Week recognizing all the past, current and future efforts of all those to who participate and support Economic Development private and public efforts at all levels- federal , state, county, city and municipality.



Agenda Report Form

Open Session Item

SUBJECT: Request to Abandon Sanitary Easement

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering,
Mark Bradshaw, Deputy Director, Division of Environmental Management - Water Quality

RECOMMENDED MOTION: Move to approve the abandonment of sewer easement located at 16144 Elliott Parkway in Williamsport.

REPORT-IN-BRIEF: Maryland Paper has requested the County abandon a sewer easement under their existing building at 16144 Elliott Parkway.

DISCUSSION: The sewer easement being considered for abandonment was created when the business park was laid out at Elliott Parkway. When Maryland Paper was built, the sewer was constructed to the west of their property within a new easement area.

Maryland Paper recently completed an expansion and the site plan showed the original easement had never been abandoned. Due to a new easement being created at an alternative location, the original easement is no longer needed and will have no impact on the County if abandoned.

FISCAL IMPACT: N/A

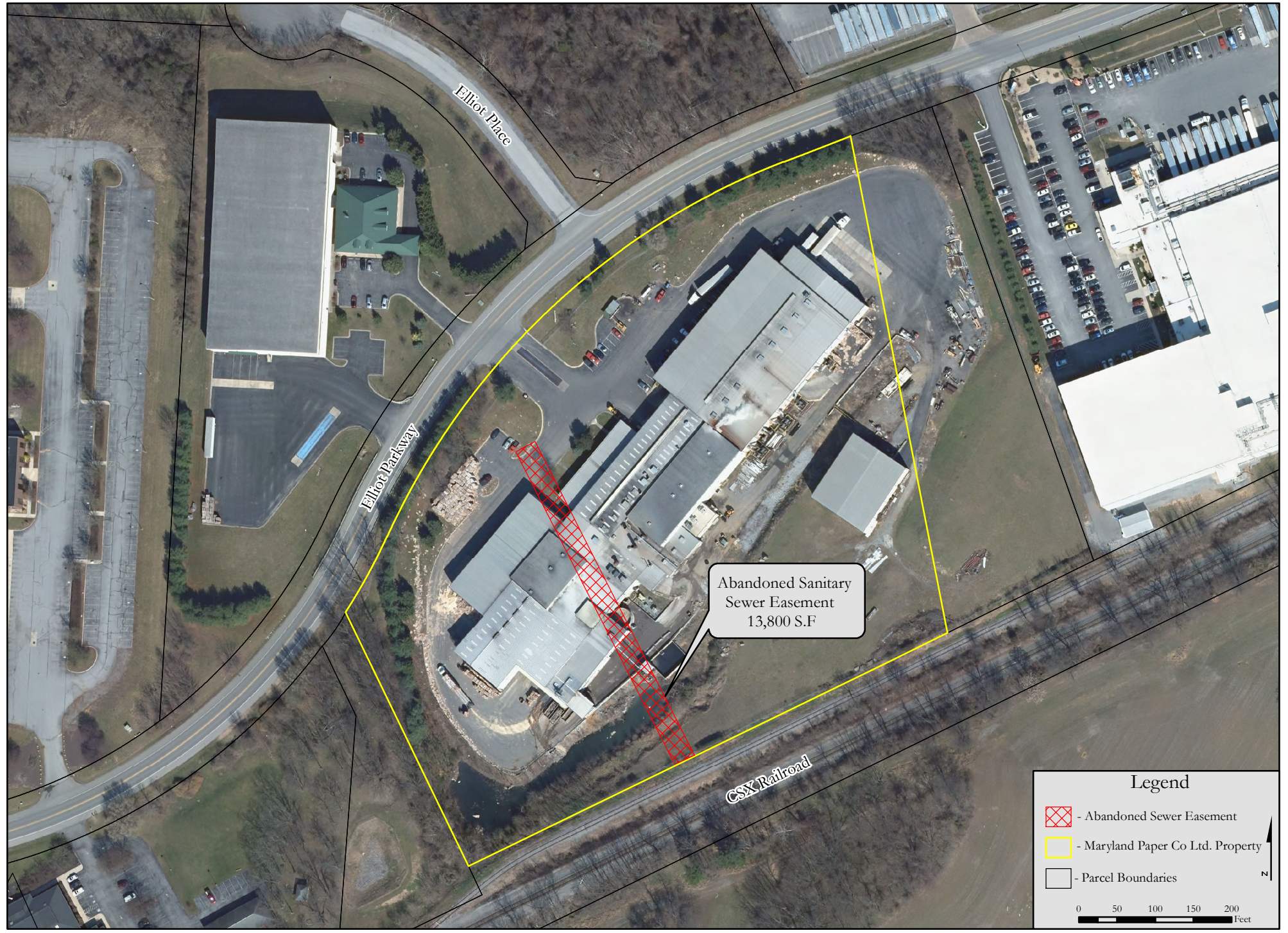
CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map




AUDIO/VISUAL NEEDS: N/A

Sanitary Sewer Abandonment



Abandoned Sanitary
Sewer Easement
13,800 S.F

Legend

-  - Abandoned Sewer Easement
-  - Maryland Paper Co Ltd. Property
-  - Parcel Boundaries

0 50 100 150 200 Feet





Agenda Report Form

Open Session Item

SUBJECT: Subdivision of Fort Ritchie Community Center

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering
Andrew Eshelman, Director, Public Works

RECOMMENDED MOTION: Move to approve subdivision of Fort Ritchie Community Center.

REPORT-IN-BRIEF: The Department of Plan Review has approved the subdivision of the Fort Ritchie Community Center. County staff is ready to complete the process of subdivision.

DISCUSSION: The subdivision includes the community center building and 3.766 acres +/- at Fort Ritchie. An ingress/egress easement of 0.818 +/- acres will be established when the parent parcel is sold to allow access to the center.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map

AUDIO/VISUAL NEEDS: N/A

Fort Ritchie Community Center





Agenda Report Form

Open Session Item

SUBJECT: Washington County Community Coalition Request for Support

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Paul Frey, President, Washington County Chamber of Commerce, and Jim Kercheval, Executive Director, Greater Hagerstown Committee

RECOMMENDED MOTION: Move to award \$10,000 to the Washington County Community Coalition for their continued partnership with lobbying efforts in Annapolis

REPORT-IN-BRIEF: Presentation of outlined topics to be discussed during the upcoming legislative season

DISCUSSION: N/A

FISCAL IMPACT: \$10,000

CONCURRENCES: None

ALTERNATIVES: None

ATTACHMENTS: 2019 Letter of Request and 2020 Coalition Agenda

AUDIO/VISUAL NEEDS: None



- Washington County Government
- City of Hagerstown
- Washington Co. Free Library
- Hagerstown Community College
- Town of Williamsport
- The Greater Hagerstown Committee, Inc.
- Washington Co. Chamber of Commerce
- Visit Hagerstown (Local Convention & Visitor's Bureau)
- CHIEF (Hagerstown-Washington Co. Industrial Foundation)

Washington County Community Coalition

Lobbyist: John Favazza, Esquire Mannis Canning & Associates 410.263.7882 jfavazza@maniscanning.com

September 9, 2019

Mr. Rob Slocum
County Administrator
Washington County Government
100 West Washington Street, Room 226
Hagerstown, MD 21740

Dear Rob:

As a founding member of The Washington County Community Coalition, it is time once again to invite Washington County Government to participate in our lobbying efforts in Annapolis. Since 2005, a number of dedicated community stakeholders have joined together to advance Washington County's interests at the state level, including the CVB, the Washington County Free Library, Washington County Government, the City of Hagerstown, the Greater Hagerstown Committee, Hagerstown Community College, CHIEF, the Town of Williamsport, and the Chamber of Commerce.

As our community continues to change and grow, the Coalition partners see the need to supplement the work of our Delegation and help promote Washington County in Annapolis. Over the last 15 years we've seen the value of a concerted effort to speak with one voice and be heard alongside larger, more urban areas. As a result, the Coalition's efforts have elevated our stature and helped build State support for the issues you as stakeholders bring to the table.

As in the past, the Coalition will hire a lobbyist to push our state-level agenda during the 2020 General Assembly session. In addition, we will be organizing our "Day in Annapolis" on Wednesday, January 29, 2020, where members flock to Annapolis to meet with our state decision makers to talk about our community and issues of concern. The day will conclude with a Washington County: "We Mean Business" reception, highlighting the strengths of our region and the value we bring to Maryland. The program will also keep partners posted on issues of concern throughout the year, serving as an "early warning system" for anything in Annapolis that may affect Hagerstown or Washington County.

The lobbying process starts in the summer when the Coalition partners decide on the list of community priorities; we appreciated your willingness to join us in crafting that agenda. Again this year, we will ask the partners to participate financially, and the Chamber will manage the program. The Coalition is asking Washington County Government to contribute \$10,000, as it did last year.

Working together, we leverage our collective voice and strengthen our case with decision makers. We hope that you will consider our invitation to participate in the Coalition and that you will work with us to include the County's priorities in the overall legislative agenda. If you have any questions please do not hesitate to contact me.

Sincerely,

Paul Frey, IOM
Managing Partner



2020 Community Coalition Agenda

(AS OF 10/07/2019)

(Note: this was unanimously approved by attendees at the 10/2/19 meeting. The agenda can always be modified by the partners if needed)

Transportation:

- **I-81: (County & City)**
 - Construction funding for Phase 2 (Williamsport to I-70 interchange)
 - Note: SHA approved \$5M for engineering and design of widening of I-81 for Phases 2 to 4 (Pennsylvania line). This engineering and design process is moving forward, and we will be ready for Phase 2 should construction funding be identified.
 - Washington County did not receive funding from the last round of INFRA Grants for Phase 2. However, the State of Maryland will reapply for this grant or the BUILD grant in future rounds.
 - Coalition will continue to advocate for construction funding in upcoming CTP budgets for Phase 2. In addition, they will ask for State assistance to reapply for Federal grant funding, and for a long-term plan to complete widening for the full 12 miles over 10 years.
 - County will provide the Blue Sheet for inclusion in the coalition packet.

- **I-70/Rt. 65 Interchange improvements (County & City)**
 - County is working with SHA to install an enhanced cloverleaf interchange due to new commercial development (Wal-Mart, etc.) current congestion, and expected new development projected for the area. County estimates the cost at \$41M.
 - State chose the county's preferred interchange design in August of 2017 for the project
 - This project must be ranked against the final phases of I-81 improvements for funding priority. MDOT noted that there is no new money in the 2020 CTP for new projects. The Federal government has yet to resolve a long-term funding plan for their transportation trust fund and gas tax revenue is declining even though VMT's are increasing.
 - Blue Sheet will be provided by County (maps of proposed design and future development)

- **State Funding assistance to expand the County's new Public Safety Training Facility (County)**
 - The County will ask the state for funding assistance of at least \$2 million dollars towards a \$12 million planned public safety training facility. The funds will allow the County to add additional space for highway incident management training for local or regional first responders. In addition, the County will ask SHA to purchase and install additional variable message signage along the corridor in strategic locations to better communicate with travelers. Better signage, controlled locally, and improved incident management could assist travelers on I-81 as well as I-70 and reduce the time highways are closed during accidents and other emergencies while we wait for I-81 to be widened.

Community Revitalization:

- **Urban Improvement Project (County, City, WCPS, MD Theatre, BISFA, USMH, Private Business)**
 - We will continue to advocate for protection of the \$7.5 million, 5-year pledge by the governor. Remaining 2 years of pledges represent larger allotments totaling \$4.5M and will be more at risk for cuts
 - County continues to be the lead agency on this item and provide direction to coalition as to how to best support this initiative. They will be providing the Blue Sheet for use in our coalition packet for the general assembly

- **Sales Tax exemption for small aircraft parts** (City, County, Chamber, & GHC)
 - General aviation repair and maintenance is one of the many industries at our local airport that provides quality jobs for our residents and supports our local economy. For years, local aviation businesses enjoyed steady growth in sales and employment until 2013 when neighboring states in the North-Atlantic region began exempting sales tax on aircraft parts and Maryland did not. States that exempt sales tax on aircraft parts include Pennsylvania, West Virginia, Delaware, New Hampshire, Massachusetts, Maine, Connecticut, and New York. Maryland is the only remaining state in the northeast market that levies a sales tax on aircraft parts and equipment.
 - Aircraft parts are notoriously expensive, and costs are increasing at an alarming rate as the availability of surplus, and out-of-production parts for the aging fleet of General Aviation aircraft in this country dwindles. In the course of repairing major damage, even to a small single-engine aircraft, the cost of replacement parts can quickly grow into the high five-figures. The exemption to sales tax for parts can mean hundreds of dollars of savings even for minor repairs and aircraft owners are taking their business to tax-exempt states. In addition, insurance adjusters are now referring most repairs to nearby states that do not charge sales tax. This has grown to include not only damage repairs but also normal aircraft maintenance work. With very few exceptions, all the easy, short duration, highly profitable structural repair jobs are now going to nearby tax-exempt competitors.
 - Sales tax exemption for aircraft parts and components will allow Maryland's repair stations to compete on a level playing field, attract business back into the State, support expansion of existing General Aviation repair and installation businesses and grow employment in the aviation sector again. The decrease in Maryland's sales and use tax revenue from aircraft parts sales will be more than offset by the resulting increases in business tax revenues and personal income tax collections resulting from new aviation related jobs. Until Maryland mirrors the sales and use tax exemption on aircraft parts and equipment that is currently granted by all her neighbors, it would be difficult to think any General Aviation maintenance facility would consider starting, relocating or expanding in Maryland.
 - We are working to set up a strategy meeting this Fall with eastern counties of Maryland who assisted with the bill last year. We will work to identify key legislators to co-sponsor the bill and look for additional allies to support the bill including the MD State Chamber of Commerce to improve success legislation passing in the General Assembly. Councilman Heffernan will assist in developing the blue sheet.

Tourism:

- **NPS Headquarters and Visitor Center** (Town of Williamsport & GHC)
 - Support Williamsport as it seeks additional gap funding for this project from various state sources including a \$300k capital request and possible bond bill for \$100K (if capital request does not come through). Town is submitting application for a FLAP (Federal Land Access Program) grant of \$1.9 million to help cover expenses for sidewalks and parking areas. Williamsport will develop the blue sheet.
- **Multi Use Sports and Events Center** (MUSEC)
 - The City approved a Phase 2 study for the downtown MUSEC on 10/1/19. This study will do a more thorough review of the Baltimore Street site in regard to environmental impacts, traffic impacts, various design, and layout options, and projected costs. That study will take 9-12 months to complete once the contract is awarded and will likely not be complete until the end of 2020. As reported, the results of the Phase 1 study have been shared with the MD General Assembly and the Governor, so the State is aware of this possible project. They awarded \$300k last session to cover the cost of the Phase 2 study.

- We will continue to research various funding streams and project management options for this initiative. This includes possible legislation which would compel the Maryland Stadium Authority to expand its borrowing authority to accommodate special services such as holding bonds for a multi-use event center in Hagerstown and use of its gaming revenue to assist with the project. This would give the State an additional tool and revenue source to pay for 1/3 of the project without using the capital budget or general fund which is more difficult to secure due to the demand for these funds. Improvements to Ocean City's convention center and new school construction in Baltimore have been funded this way. The MSA could also be used as the project manager for the project. A recent plan for major renovations to the Pimlico Racetrack (Preakness) also included a similar plan for MSA involvement.
- A specific ask or strategy for this project in the 2020 session has not yet been identified, and the results of Phase 2 are needed to confirm the site's feasibility and projected costs. However, we still need to be prepared to jump on opportunities for funding or other state support should they arise in the 2020 session. Any opportunity would be contingent on the local support to move forward after reviewing the Phase 2 study. It is important to promote this possible downtown revitalization project with state officials during the 2020 session, even if a specific ask does not materialize until the 2021 session.
- **Hagerstown BMX Track (CVB)**
 - Support a \$225 thousand Bond Bill to fund improvements to the Hagerstown BMX track so that our community can bid on and host a National Championship events. There are minimal logistics required as the race would be held entirely at the Hagerstown Fairgrounds, however funding is needed for new lights, bleachers, and an audio system. The City of Hagerstown has created a preliminary site plan. CVB will be bidding on the event in April 2020. In the event that funding does not materialize, the CVB will rent the needed equipment. Delegate Paul Corderman would likely submit this request.

Education:

- **Request state grant for installation of solar parking lot on campus. (HCC)**
 - Governor is putting aside \$4-\$5 million of state money for grants for solar powered projects on state properties, including colleges. We will request funding out of this fund. HCC could provide matching funds for the award amount and could acquire enough solar panels for the maximum load needed to energize the entire campus. HCC will provide Blue Sheet.

Health

- **Medicaid Reimbursement (County & Corderman)**
 - Submit legislation to increase the amount paid to emergency services agencies for ambulance calls. Neighboring communities in other states receive approximately \$377 per call from Medicaid versus Washington County which receives only \$100 per emergency call. More research is being done, but the ask may be for \$200.00 a call plus mileage.
 - Twenty-one counties are in support of this legislation, so it would be heavily co-sponsored.
- **Prisoner Release Bill (County & Corderman)**
 - Support the prisoner release bill which requires that prisoners released from prison be done so back into the jurisdiction from which they were arrested, or to where they have a good support system already in place. Western Maryland Probation Office is at 186% capacity whereas other counties are at less than maximum capacity. One possible suggestion is that prisoners be returned to their home county detention center during the last year of their sentence to help acclimate and better prepare them for reentry into their home community. Consider offering an incentive of a reduced sentence to those who volunteer to return to their home counties.

2020 Watch List:

- **Gaming revenue protection** (*no negative legislation anticipated*)
- **Shifting of liabilities from state to localities** (*no major shifts anticipated*)
- **USMH operational funding**
- **Office of Tourism Development** (CVB)
 - Oppose legislation that would change the funding formula for a grant program run by the Office of Tourism Development. The bill would adversely impact the funding stream for destination marketing organizations like Visit Hagerstown which receive about \$70-90k in funding each year.
 - Currently 25 county marketing organizations share funding that is received from state lodging tax revenue. The introduction of bills SB 628 & HB 1387 in legislative year 2019 would have opened the program up to an infinite number of organization's requests.
- **Highway User Revenue restoration**
 - Municipalities and counties benefited in 2018 from legislation providing a 5-year phase-in plan beginning in FY 2020 to restore a larger portion of HUR lost since FY 2008. The municipalities share would increase from 0.4% to 2.0%, which equates to approximately \$38M per year (all munis). The counties share would increase from 1.5% to 3.2%, or approximately \$58M (all counties). While this isn't a full restoration of the local share of highway user revenue, this is a significant step forward for local roads funding. The hope is that a permanent "fix" will be worked out before the 5-year commitment expires in FY 2024. MML and MACO have been the main drivers for this statewide issue.
- **Route 11 Potomac River Bridge Deterioration**
- **Localized Distribution by community colleges of Maryland Promise program funding**
 - The community colleges are considering policy changes to allow the local colleges to oversee the logistics in marketing and distributing the MD Promise Program funding to get more funding out to students in need
- **State funding of K-12 education**
 - For more information on the commission or to see preliminary report go to web page: <http://dls.maryland.gov/policy-areas/commission-on-innovation-and-excellence-in-education>
 - We will keep watch on legislation stemming from any recommendations and how that affects our county
- **21st Century School Construction Commission** working on capital funding side
 - We will keep watch on legislation stemming from any recommendations and how that affects our county

MISCELLANEOUS INFORMATION SHEETS (not necessarily agenda items):

- Educate Annapolis on local educational initiatives, like OnTrack, WorkKeys, and workforce development issues, and discuss where the State could assist (CHAMBER/GHC)
- Build awareness for Doleman Black Heritage Museum (Commissioner Keefer)
- USMH update

SAVE THE DATE:

2020 Day in Annapolis

Wednesday, January 29, 2020 beginning at 11:30 am

(note there may also be a few small group meetings with legislators prior to 11:30 am)

Washington County Legislative Reception

4:30pm – 7:00pm at The Calvert House, Annapolis, MD



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1443) – Bulk Delivery of Road Salt

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department and Zane Rowe, Deputy 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 \$61.80 per ton.

REPORT-IN-BRIEF: On August 16, 2019 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 fifteen thousand (15,000) tons of road salt annually. The contract period was tentatively to begin October 1, 2019 and end April 30, 2020. 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 eMMA "eMaryland Marketplace Advantage" web site. Ten (10) persons/companies registered/downloaded the bid document on-line. On September 19, 2018 a total of five (5) 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 FY'20 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/purch-pur-1443-bidtab.pdf>

AUDIO/VISUAL NEEDS: N/A

**PUR-1443
Bulk Road Salt**

	Morton Salt, Inc. Chicago, IL	Cargill, Inc. Salt, Road Safety North Olmsted, OH	Eastern Salt Co., Inc. Lowell, MA	Mid-Atlantic Salt, LLC Gladwyne, PA	Compass Minerals Overland Park, KS
Bulk Road Salt (per ton - delivered)	\$61.80	\$63.81	\$67.50	\$70.00	No Bid

Remarks/Exceptions:

Cargill, Inc.

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

Mid-Atlantic Salt, LLC

SEE ATTACHMENT



Open Session Item

SUBJECT: Allegiant De-Icing / Anti-Icing Agreement

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Kirk C. Downey, County Attorney and Garrison Plessinger, Director, Hagerstown Regional Airport

RECOMMENDED MOTION: Approve De-Icing / Anti-Icing Airport Services Agreement

REPORT-IN-BRIEF: Agreement to provide deicing services to Allegiant Airlines

DISCUSSION: The agreement is signed on an annual basis in order for the Hagerstown Regional Airport to continue providing deicing services to Allegiant Airlines.

FISCAL IMPACT: Pricing is \$120 per event plus material. Estimated revenue for this season is \$7,000

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: De-Icing / Anti-Icing Airport Services Agreement

AUDIO/VISUAL NEEDS: None



DE-ICING/ANTI-ICING
AIRPORT SERVICES AGREEMENT

1201 North Town Center Dr.
Las Vegas, NV 89144
Phone 702.851.7300
Fax 702.851.7301
www.allegiantair.com

This De-icing/Anti-icing Airport Services Agreement dated September 25, 2019 (the "Agreement") between:

Allegiant Air, LLC ("Allegiant" and/or "Carrier")
having its principal office at: 1201 N. Town Center Drive Las Vegas, Nevada 89144

and... Board of County Commissioners, Washington County, Md.
c/o Hagerstown Regional Airport ("Service Provider")
having an office at: 18434 Showalter Rd, Hagerstown, MD 21742

Carrier operates air transportation services and in connection therewith may require aircraft deicing services at the Hagerstown Regional Airport identified in Attachment I hereto (the "Airport"). Carrier desires to have Service Provider furnish deicing services to Carrier's aircraft, upon Carrier's request by an authorized person pursuant to Section 3.10 below, when located at the Airport, and Service Provider desires to furnish such deicing services. Service Provider acknowledges that Carrier may, in its discretion, utilize the services of another service provider at the Airport for deicing services and that this Agreement does not require Carrier to exclusively utilize the Service Provider for deicing services at the Airport.

In consideration of the mutual covenants set forth below, the parties agree as follows:

Section 1: Provision of Services

1.01 Attached hereto, marked Attachment I and made a part hereof, is a description of the deicing services (hereinafter called the "Services") to be performed by Service Provider at the Airport and the charges payable by Carrier for the Services and invoicing and payment terms. Service Provider agrees to furnish to Carrier at the Airport those Services listed in said Attachment I, as generally necessary to ensure full completion of the Services described. Service Provider's charges for the Services are set out in Attachment I and shall remain fixed throughout the term of the Agreement and may be changed only with the prior written consent of Carrier.

Section 2: Term

2.01 The term of this Agreement shall commence on September 1, 2019 and continue in full force and effect for a period of twelve (12) consecutive months and thereafter shall be automatically renewed annually, without notice, until terminated by either party pursuant to the remaining terms of this Agreement.

2.02 Carrier shall have the right to suspend performance of the obligations of the parties under this Agreement, with the exception of payments due for Services previously rendered, immediately upon any termination or suspension of Carrier scheduled service to the Airport, but performance of the obligations of the parties under this Agreement shall resume upon reinstatement of service by Carrier unless this Agreement has been otherwise terminated as provided herein.

2.03 This Agreement may be terminated by either party by the giving of no less than ten (10) days' advance written notice to the other party if the non-terminating party is not in compliance with, or is in breach of its obligations under, this Agreement or any other agreement between the parties with respect to the Airport or any other location and that breach or non-compliance has not been cured within such ten (10) day period. The parties further agree that breach or non-compliance by either party under this Agreement or any other agreement between the parties with respect to the Airport or any other location constitutes breach or non-compliance by that party under all locations and the terminating party shall be entitled to terminate this Agreement as to the Airport

covered by this Agreement and any other agreement as to any other locations. In addition, either Carrier or Service Provider may, in its sole discretion, for its convenience and without cause, terminate this Agreement, without penalty, at any time during the term of this Agreement upon at least ninety (90) days written notice to the other party.

2.04 If any of the following events occurs, Carrier may, upon written notice to Service Provider, immediately terminate this Agreement, at Carrier's option:

(a) Any statement, representation or warranty made to Carrier by Service Provider shall prove to have been incorrect in any material respect when made;

(b) Carrier's determination (acting reasonably) that the Services are not being performed in accordance with this Agreement and that such non-performance is detrimental to the safe operation and use of Carrier's aircraft and equipment.

2.05 In the event and to the extent of termination of this Agreement, (i) Service Provider will thereafter have no further obligation, pursuant to this Agreement, to provide Services to Carrier (but will remain obligated to Carrier for any remedies arising from such termination as provided in this Agreement or otherwise), (ii) Carrier will thereafter have no further obligation, pursuant to this Agreement or otherwise, to purchase Services or pay any amounts to Service Provider, other than amounts accrued through the date of such termination (but will remain obligated to Service Provider for any remedies arising from such termination as provided for in this Agreement or otherwise); and (iii) Service Provider will remain liable to Carrier for all damages and other amounts owed to Carrier as a result of Service Provider's failure to perform pursuant to this Agreement.

Section 3: Instructions, Standards and Procedures

3.01 Service Provider agrees to provide the Services in strict accordance with Allegiant's De-icing/Anti-Icing Program Manual, standard industry practices (if Allegiant manuals or FAA requirements do not address the same), all FAA requirements, and the terms set forth in Attachment I.

3.02 Service Provider agrees to ensure that authorizations of specialized personnel performing Services for Carrier are kept up-to-date. If at any time Service Provider is unable to provide authorized personnel as requested by Carrier, Service Provider shall inform Carrier immediately.

3.03 Carrier shall supply Service Provider with sufficient information and instructions to enable Service Provider to perform its Services properly.

3.04 In the provision of the Services as a whole, due regard shall be paid to safety, security, local and international regulations, applicable rules and regulations, and the aforementioned request(s) of Carrier in such a manner that delays and/or damage to Carrier's aircraft and load are avoided and the general public is given the best impression of Carrier air transportation.

3.05 Service Provider must report to Carrier's representative immediately all loss of or damage, threatened or actual, to aircraft and loads noticed in the course of providing Services or which in any other way comes to the knowledge of Service Provider.

3.06 The parties shall reach mutual agreement on the quality standards for any Services, not excluding those covered by Sub-Section 3.01 above. Such quality standards for a specific location may form part of the applicable Attachments. Service Provider agrees to take all possible steps to ensure that the agreed upon quality standards will be met.

3.07 In the provision of Services, Service Provider shall comply with the Code of Federal Regulations (CFR) concerning: record keeping requirements, as specified in 49 CFR 1540, 1542 and 1544, Sensitive Security Information (SSI) in 49 CFR 1520, Fraud and Intentional Falsification of Records in 49 CFR 1540.103 and 18 USC 1001, Security Responsibilities of Employees and Other Persons in 49 CFR 1540.105(a), and any other applicable regulations.

3.08 Service Provider's facilities, books and records shall be open for inspection and examination by Carrier or its designated representatives, including audit and inspection pursuant to Section 9, at all reasonable times in order for Carrier to assure itself of Service Provider's compliance with these procedures, practices and requirements.

3.09 Service Provider shall provide the manpower, equipment, tools and facilities necessary to accomplish the work specified herein and as specified in Attachment I.

3.10 On behalf of the Carrier, only the Regional Manager, Station Leader or flight crew of Carrier shall be authorized to request Services and to give instructions regarding the provision of Services hereunder. On behalf of the Service Provider, only individuals designated by Service Provider shall be authorized to approve such requests for Services by Carrier or to accept such instructions regarding the provision of Services.

3.11 In the event of any changes in Carrier schedules, operating times, ground times and/or types of aircraft operating into or out of the Airport, Carrier shall endeavor to advise Service Provider of any such delays or changes as far in advance of the arrival times of such flights as possible. In the event of such delays or changes, Service Provider shall make reasonable efforts to provide the Services; however, Service Provider shall not be liable or deemed to be in default hereunder on account of delays in performance of the Services due to such delays or changes, or any other act or omission by Carrier.

3.12 Nothing herein contained shall require or permit either party to take any action contrary to law or to any order or regulation of any governmental body or officer having jurisdiction hereof, or contrary to any permit or authorization granted to Service Provider or Carrier by any government or governmental body. Neither party shall be liable to the other party for failure to perform or delay in performing the obligations contained in this Agreement, if such failure or delay is caused by an act of God, fire, flood, strike, riot, insurrection, war, or any cause beyond the control of the party, whether or not similar to the causes herein specifically mentioned; provided, however, the party relying upon this provision shall give prompt notice to the other party of the occurrence of any event which will result in a failure of or delay in performance. In the event that such an event adversely affects performance of the Services by Service Provider, Carrier shall be entitled to obtain the Services from another source until Service Provider can, again, perform the Services to the standards required hereunder.

Section 4: Warranty

4.01 Service Provider expressly warrants that all of the Services furnished by Service Provider under this Agreement will conform to the requirements of this Agreement and will be free from defects in workmanship; provided however, as to the fluids and other products and supplies utilized, Service Provider warrants that it will purchase the same from reputable suppliers and will utilize them in accordance with the requirements of this Agreement and in accordance with all of manufacturer's instructions and warranties.

Section 5: Payment of Taxes and Duties

5.01 Carrier shall be responsible for and shall promptly pay all sales or use taxes levied by any government in the United States for all Services performed or material provided pursuant to this Agreement excluding, however, (i) any taxes imposed on or with respect to the income of Service Provider, (ii) any taxes imposed as a result of the

principal place of business or location of offices of Service Provider, (iii) any taxes arising out of the negligence or misconduct of Service Provider.

Section 6: Liability, Indemnity and Insurance

In this Section, all references to: (a) "Carrier" or "Service Provider" shall include each of their respective parent companies, subsidiaries, affiliated companies, managers, officers, directors, elected and appointed officials, commission members, employees, servants, agents, and subcontractors; (b) "performance (or breach of performance) under this Agreement" shall include performance of all obligations with respect to providing the Services hereunder; and (c) "act or omission" shall include negligence, strict liability, breach of duty, discrimination, harassment, retaliation, wrongful termination, or any other circumstance which any third party, or employee of Service Provider or Carrier, alleges as a basis of liability for damages against either party to this Agreement.

6.01 Service Provider shall not make any claim against Carrier and shall, to the extent permitted by law, defend, indemnify and hold Carrier harmless (subject as hereinafter provided) from and against all claims, costs, damages, expenses, settlements, awards, demands, fines, assessments and liability of any kind or nature whatsoever ("Damages") including attorneys fees, court costs, costs of investigation, costs of appeal and expert witness fees, resulting from or in any manner connected with or arising out of:

- (a) Service Provider's violation of any law, statute, ordinance or regulation applicable to it or to the Carrier operation for which Service Provider has responsibility under this Agreement;
- (b) any breach of this Agreement by Service Provider;
- (c) injury or death of any employee of Service Provider;
- (d) loss or damage claimed by any employee of Service Provider for any employment-related matters, including but not limited to, wrongful termination, discrimination, retaliation, harassment, breach of contract, or any other act arising from the employment relationship between Service Provider and its employees;
- (e) loss or damage claimed by any third party arising from any act or omission of Service Provider and/or from breach by Service Provider of any of its obligations under this Agreement; and
- (f) loss or damage, in each case, arising from an act or omission of Service Provider in the performance (or breach of performance) under this Agreement; provided, however, that Service Provider shall, in no event, be responsible for Damages caused by the operation of Carrier's aircraft under Carrier's control except to the extent caused by the negligence or willful misconduct of Service Provider.

In addition, Service Provider shall not make any claim against Carrier and shall, to the extent permitted by law, defend, indemnify and hold Carrier harmless (subject as hereinafter provided) from and against any legal liability for claims or suits, including attorneys fees, costs and expenses incidental thereto, in respect of or arising out of the Service Provider's (including its officers', directors', employees' and agents') use of the equipment used in providing the Services, including, without limitation, the manufacture, selection, delivery, possession, use, maintenance, repair, operation, and/or return of such equipment,

6.02 Carrier shall not make any claim against Service Provider and shall defend, indemnify and hold Service Provider harmless (subject as hereinafter provided) from and against all Damages whatsoever including attorneys fees, court costs, costs of investigation, costs of appeal and expert witness fees, resulting from or in any manner connected with or arising out of:

- a) Carrier's violation of any law, statute, ordinance or regulation applicable to it or to the Service Provider's operation for which Carrier has responsibility under this Agreement;
- (b) any breach of this Agreement by Carrier;
- (c) injury or death of any employee of Carrier;

(d) loss or damage claimed by any employee of Carrier for any employment-related matters, including but not limited to, wrongful termination, discrimination, retaliation, harassment, breach of contract, or any other act arising from the employment relationship between Carrier and its employees;

(e) loss or damage claimed by any third party arising from any act or omission of Carrier and/or from breach by Carrier of any of its obligations under this Agreement; and

(f) loss or damage, in each case, arising from an act or omission of Carrier in the performance (or breach of performance) under this Agreement; provided, however, that Carrier shall, in no event, be responsible for Damages to the extent caused by Service Provider.

6.03 The indemnification provisions of this Agreement shall not be limited or restricted by any other provision of this Agreement, including, but not limited to, the insurance requirements.

6.04 Service Provider shall at all times maintain in effect with financially viable, reputable and industry-accepted insurers, (a) public liability, completed operations, and property damage insurance coverage, with respect to events, acts or omissions occurring during the term of this Agreement and events, acts or omissions occurring in the course of the Service Provider providing the Services and having a liability limit of not less than USD\$10,000,000.00 for any one occurrence and whereunder Service Provider shall cause its insurer to name, without limitation, Carrier (including all those included by reference to "Carrier" as stated in the first paragraph of this section) as additional insureds on all liability policies in connection with Services under this Agreement and (b) all risk insurance insuring against loss and damage to all equipment operated or utilized by Service Provider for not less than the replacement value thereof. Service Provider shall not carry a deductible or self-insurance risk under the insurance required under 6.04 (b) greater than US \$10,000.00 per occurrence.

Said liability insurance, in addition to providing coverage for Service Provider's own potential liability, shall provide Service Provider with coverage for its defense and indemnity obligations (up to the amount permitted by law) to Carrier as described in Section 6.01 above. Service Provider shall deliver to Carrier a valid certificate of insurance specifically confirming coverage for the Service Provider's defense and indemnity obligations to Carriers under this Agreement (the "Certificate") and a copy of wording of the insurance policy endorsement evidencing coverages in compliance herewith, in each case, prior to the commencement of Services under each Attachment to this Agreement and annually, no later than five (5) days prior to policy expiration.

All insurance protection afforded to the additional insureds shall provide the same protection and coverage as is provided to the primary insured on the policy and such insurance shall be primary and not secondary to any existing insurance coverage of any additional insured and all rights of subrogation against Carrier shall be waived. Such Certificates shall contain provisions requiring the insurer or broker to Service Provider (as applicable) to give at least thirty (30) days prior written notice to Carrier of any reduction in, or cancellation of, insurance coverage that has been so certified.

6.05 Carrier shall at all times maintain in effect with financially viable, reputable and industry-accepted insurers, (a) general liability, completed operations, and property damage insurance coverage, with respect to events, acts or omissions occurring during the term of this Agreement and events, acts or omissions occurring in the course of Carrier providing air service at the Airport and having a liability limit of not less than USD\$10,000,000.00 for any one occurrence and whereunder Carrier shall cause its insurer to name, without limitation, Service Provider (including all those included by reference to "Service Provider" as stated in the first paragraph of this section) as additional insureds on all liability policies in connection with this Agreement and the providing of air service at the Airport, and (b) all risk insurance insuring against loss and damage to all equipment operated or utilized by Carrier for not less than the replacement value thereof. Service Provider shall not carry a deductible or self-insurance risk under the insurance required under 6.04 (b) greater than US \$10,000.00 per occurrence.

Said liability insurance, in addition to providing coverage for Carrier's own potential liability, shall provide Carrier with coverage for its defense and indemnity obligations to Service Provider as described in Section 6.02 above.

Carrier shall deliver to Service Provider a valid certificate of insurance specifically confirming coverage for the Carrier's defense and indemnity obligations to Service Provider under this Agreement (the "Certificate") and a copy of wording of the insurance policy endorsement evidencing coverages in compliance herewith, in each case, prior to the commencement of this Agreement annually, no later than five (5) days prior to policy expiration.

All insurance protection afforded to the additional insureds shall provide the same protection and coverage as is provided to the primary insured on the policy and such insurance shall be primary and not secondary to any existing insurance coverage of any additional insured and all rights of subrogation against Service Provider shall be waived. Such Certificates shall contain provisions requiring the insurer or broker to Carrier (as applicable) to give at least thirty (30) days prior written notice to Service Provider of any reduction in, or cancellation of, insurance coverage that has been so certified.

6.06 Any obligations of indemnification and insurance under this Agreement shall survive the termination of this Agreement to the extent permitted by law. Any obligations of indemnification under this Agreement are limited to direct damages and do not include incidental, consequential or other indirect damages except to the extent claimed by third parties.

Section 7: Compliance with Legal Requirements and Governmental Approvals

7.01 In furnishing the Services, Service Provider shall comply with all federal, State and local (including the Airport's) laws, executive orders, ordinances, rules and regulation issued pursuant thereto as are pertinent to the Services, including, without limitation, all laws, executive orders, ordinances, rules and regulations relating to security, background checks, drug and alcohol testing, and persons with disabilities. Service Provider shall obtain all Airport and other governmental authorizations, consents, permissions, and approvals, make and give all Airport and other governmental filings and notices and maintain all Airport and other governmental, licenses, permits and other authorizations as are necessary or required to provide the Services in accordance with the terms of this Agreement.

Section 8: Independent Contractors

8.01 The relationship of Service Provider to Carrier shall be that of independent contractors for all purposes, and in no event shall persons employed by either party be held or construed to be employees of the other. All persons performing work hereunder, and the manner and details of performance thereof, shall be under the exclusive control of Service Provider, and Service Provider shall have the sole right to direct such persons.

Section 9: Right to Audit

9.01 Service Provider shall at all times keep complete and accurate books, records and accounts from which may be determined the basis for billing of Services rendered to Carrier and compliance with law, rule or regulation. Such books, records and accounts shall be open for inspection, examination, and copying by Carrier or its designated representatives at all reasonable times.

9.02 Carrier shall be entitled, at any time while this Agreement is in effect, to conduct a quality audit of Service Provider with respect to the Services pursuant to Carrier's then-current audit procedures manual. Such audit may include, without limitation but only to the extent permitted by law, (i) inspection and certification by Service Provider of compliance with applicable law with respect to personnel drug and alcohol use and misuse, (ii) inspection and verification of training of personnel, (iii) inspection of records and maintenance of proper recordkeeping practices pertaining to receipt, maintenance, storage and use of fluids, liquids and equipment used in performance of the Services, (iv) inspection of facilities and procedures in effect for storage of fluids, liquids and

equipment used in the performance of the Services including inquiries with respect to compliance with applicable law pertaining thereto, (v) inspection of vehicles and equipment utilized in performance of the Services and verification of mechanical functionality and suitability for purpose. Such audits may be conducted by Carrier or its designated representatives at all reasonable times and upon reasonable notice to Service Provider

Section 10: Governing Law

10.01 This Agreement and any obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of the State of Maryland, without regard to its conflicts of laws principles.

In the event of any litigation between the parties involving the terms of this Agreement, each of the parties hereto further agrees that any action or proceeding brought or initiated in respect of this Agreement may be brought or initiated only in the United States District Court for the District of Maryland or in any State of Maryland Court located in Washington County, Maryland, and each of the parties hereto consents to the exercise of personal jurisdiction and the placement of venue in any of such courts, in any such action or proceeding and further consents that service of process may be effected in any such action or proceeding in the manner provided in the Annotated Code of Maryland and the Maryland Rules of Civil Procedure or in such other manner as may be permitted by law. Each of the undersigned further agrees that no such action shall be brought against any party hereunder except in one of the courts above named. In the event an action is taken by either party to enforce this Agreement or resolve a dispute in connection herewith, the prevailing party shall be entitled to recover the costs incurred with the prosecution and defense of such action, including reasonable attorney's fees.

Section 11: Notices

11.01 Any notice or communication required or permitted to be given hereunder shall be deemed to have been duly given if sent by Certified Mail return receipt requested, by Federal Express or similar delivery service, or by facsimile with positive answerback, addressed to the respective parties as follows:

If to Carrier:

Manager, Airport Contracts
Allegiant Air, LLC
1201 N Town Center Dr
Las Vegas, NV 89144
Phone: 702-830-8312
Fax: 702-851-7653
E-mail: ashley.howard@allegiantair.com

If to Service Provider

Board of County Commissioners,
Washington, County, Maryland
18434 Showalter Rd
Hagerstown, MD 21742
Phone: 240-313-2777
Fax:
E-mail: psiler@washco-md.net

or to any other place, or to the attention of any other person, as either party may from time to time specify by written notice to the other.

Section 12: Successors and Assigns; Subcontractors; Assignment

12.01 The provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party shall have the right to assign any of its rights or obligations without the consent of the other party hereto. This Agreement may not be assigned by operation of law or otherwise. Service Provider shall not utilize, or contract with, any third party or subcontractor for the performance of the Services unless Service Provider has obtained the written consent of Carrier, whose consent may not be unreasonably withheld.

Section 13: Confidential Information

13.01 Each of Carrier and Service Provider acknowledges that the terms and conditions of this Agreement and information shared by the parties with one another during the course of the performance of the Services are considered by the disclosing party as confidential information. Accordingly, each of Carrier and Service Provider agrees that it will treat such disclosed information as confidential and will not without the prior written consent of the other party disclose that information to any person except to its professional advisers, as may be required by any applicable law, as may be necessary to enforce the terms hereof and as may be necessary to perform the parties' respective responsibilities hereunder, however, in connection with any such disclosure, each of Carrier and Service Provider, will, to the extent possible, request and obtain confidential treatment of such information. The rights and obligations under this section will survive the termination of this Agreement for any reason.

Section 14: Miscellaneous

14.01 The waiver by either party of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

14.02 The descriptive headings of several Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

14.03 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto. The parties agree that facsimile signatures will have the same force and effect as originals.

14.04 This Agreement and any subsequent Attachments hereto and other documents delivered or to be delivered pursuant hereto or incorporated by reference herein, taken together contain the entire agreement between the parties hereto concerning the transactions contemplated hereby and supersede all prior agreements or understandings, written or oral, between the parties hereto relating to the subject matter hereof, there being no terms, conditions, warranties, or representations other than those contained herein. No oral representation, agreement, or understanding made by any party hereto shall be valid or binding upon such party or any other party hereto.

14.05 Subject to the terms and conditions expressly set forth herein, the parties hereto shall use their best commercially reasonable efforts to do and perform or cause to be done and performed all further acts required hereby, and in that connection shall execute and deliver all other agreements, certificates, instruments, or documents, as the other party may reasonably request in order to promote and effectuate the intent and purpose of this Agreement. Neither party hereto shall voluntarily undertake any course of action inconsistent with the performance or satisfaction of the requirements applicable to it set forth in this Agreement, and each party shall promptly do all such acts and take all such measures as may be appropriate to enable it to perform as early as practicable the obligations herein required to be performed by it.

14.06 The parties intend for this Agreement to be severable. It is mutually agreed that in the event any paragraph, subparagraph, section, subsection, sentence, clause, or phrase hereof shall be construed as illegal, invalid, or unenforceable for any reason, such determination shall in no manner affect the other paragraphs, subparagraphs, sections, subsections, sentences, clauses, or phrases hereof which shall remain in full force and effect, as if the said paragraph, subparagraph, sections, subsections, sentence, clause, or phrase so construed as illegal, invalid, or unenforceable were not originally a part hereof, and the enforceability hereof as a whole will not

be affected. The parties hereby declare that they would have agreed to the remaining parts hereof if they had known that such parts hereof would be construed as illegal, invalid, or unenforceable.

14.07 No provision of this Agreement shall be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their name and on their behalf effective as of the date first set forth above.

Signed for and on behalf of

Allegiant Air, LLC

by Huzaifa Mahesri

its Director, Procurement Strategy

date _____

Signature: _____

Signed for and on behalf of

**Board of County Commissioners for Washington
County, Maryland**

by _____

its _____

date _____

Signature: _____

ATTACHMENT 1 TO DE-ICING/ANTI-ICING AIRPORT SERVICES AGREEMENT

DESCRIPTION OF THE SERVICES, PRICING AND PAYMENT TERMS APPLICABLE TO THE SERVICES AT HGR (for all purposes, the "Airport")

Definitions: the following terms used throughout this Attachment 1 shall have the following definitions:

"De-icing" – De-icing is a one-step process by which contaminants (snow, frost, ice or slush) (frozen contamination) are removed from all critical surfaces of the aircraft by use of heated aircraft de-icing fluid to provide clean surfaces. De-icing fluids are mixtures of heated water and the most current AMS/SAE 1424 specification Type I fluid with a freeze point buffer of 18°F (10°C) below the outside air temperature.

"Anti-icing" Anti-Icing is a two-step process. The aircraft must first be deiced (step one), then a second application of fluid is applied to provide extended protection against the adherence or formation of ice, snow, slush or frost on treated surfaces of an aircraft. Anti-icing fluid is undiluted, unheated (most current) AMS/SAE 1428 specification Type II/IV fluids with a freeze point minimum buffer of 13° F (7° C) below the outside air temperature.

"DAPM" means the Allegiant Air De-icing/Anti-Icing Program Manual.

"Services" means the services to be provided by Service Provider, as described in this Attachment 1 pursuant to the terms of the Agreement to which this document is attached.

Paragraph 1 Handling Services

1.01 Service Provider will be required to perform the following functions/services:

- 1.1.1 Remove snow from aircraft without using de-icing fluid
- 1.1.2 Perform "pre" de/anti-icing inspection and advise flight crew or Allegiant representative of results
- 1.1.3
 - a) Provide
 - b) Arrange for
 1. anti-icing units
 2. de-icing units
- 1.1.4 Provide de-icing/anti-icing fluids
- 1.1.5 Remove frost, ice and snow from aircraft using de-icing fluid. Fluids to receive purity and contamination inspection prior to use
- 1.1.6 Apply anti-icing fluid to aircraft
- 1.1.7 Supervise performance of de-icing/anti-icing operations
- 1.1.8 Perform final inspection after de-icing/anti-icing operations and inform flight crew of results

- Allegiant will review its cold weather procedures with the Service Provider, and agrees to participate with the Service Provider in the training of its personnel, if deemed necessary, and further agrees that the Services will be performed under the supervision of Allegiant's authorized representatives.
- Unless otherwise advised by Carrier, Service Provider shall furnish all personnel, material, equipment and supplies required to the Services hereunder, including servicing vehicle and driver, de-icing equipment and operator, and de-icing liquid. Nothing contained herein shall preclude Service Provider from obtaining any vehicle, liquid or other equipment necessary for the performance of Services hereunder from any other person or entity. In the event that Service Provider is required to

obtain equipment or supplies from a third party in order to perform requested Services, Service Provider shall inform Carrier prior to performing such Services.

- Type I or Type IV de-icing fluid will be purchased and stored by the Service Provider, and dispensed on Allegiant's aircraft, as per the prescribed procedure. In addition, Service Provider will manage and perform inventory control of de-icing/anti-icing fluid.
- After the completion of each de-icing/anti-icing service, the Service Provider will provide Allegiant's Authorized Representatives with a Service Order confirming the performance of de-icing/anti-icing services in accordance with Allegiant's instructions and providing the total number of gallons of de-icing/ anti-icing product dispensed on each aircraft. Allegiant's Authorized Representatives will cross certify that the service was performed to Allegiant's satisfaction and the quantity mentioned in the Delivery Receipt was used for de-icing purpose. Allegiant Air representative will sign the Delivery Receipt and keep a copy for its record.
- The Service Provider will need to pass a successful audit by Carrier's QA Team, be trained by the training department either formal or CBT and have access to Carrier's DAPM and perform procedures as prescribed by the DAPM.
- Carrier will provide Service Provider with the CBT training necessary or advisable in order to qualify Service Providers personnel to perform Services for Carrier's aircraft or to comply with Carrier's FAA approved de-icing/anti-icing Program for A319/A320 aircraft type.
- De-icing/Anti-icing Services shall be performed at the request of the Carrier. Carrier personnel shall coordinate such requests and up-to-the-minute flight departure information with Service Provider personnel to enable Service Provider to provide such services as soon as practicable prior to the departure of the Carrier's aircraft.
- Service Provider shall retain training records for its personnel in accordance with applicable federal, state and local law and Carrier requirements and shall retain such records for a period of two (2) years after the termination of this Agreement. Carrier may request to inspect such records at any time.
- Carrier will provide Service Provider Carrier's flight Schedule and any flight schedule changes on regular basis.

Paragraph 2 Personnel

2.01 The personnel which are necessary to perform all functions associated with this agreement shall be provided in accordance with the following list:

Extraordinary Personnel Expenses

Employee Badging and Parking.....	Service Provider
Employee Uniforms.....	Service Provider
Employee Personal Protection Equipment (PPE).....	Service Provider
Station Training (Turnover for Initial, Recurrent, Supplemental).....	Service Provider
OSHA Training and Courses.....	Service Provider

Paragraph 3 Facilities and De-Icing /Anti-Icing Equipment

3.01 The facilities and De-icing/Anti-icing equipment which are necessary to perform all functions associated with this agreement for de-icing services, shall be provided in accordance with the following list:

Facilities (as well as associated maintenance and operating expenses)

Glycol Tank(s)..... Service Provider

3.02 Ground Service Equipment (as well as associated maintenance, operations, and fuel expenses)

De-icing Truck(s)..... Service Provider

3.03 Service Provider will insure that all of the following items are complied with and the equipment must meet the following requirements:

- The size and design of the de-icing/anti-icing equipment should be such that it is adequate to de-ice the A319/A320 aircraft. The boom nozzle and the operator cabin must reach high enough to view all flight control surfaces from the top (30 feet).
- To optimize the snow and ice removal effect, the fluid system of the de-icing/anti-icing equipment should be designed for spraying heated fluid. Minimum Type I fluid temperature is 60 degrees C (140 degrees F) as it leaves the nozzle during application and should never be applied above 82 degrees C (180 degrees F).
- The de-icing vehicles must be free of discrepancies which could affect the safety of the de-icing/anti-icing operations (i.e. tires, windows, lights, and free of leaks)
- Use only OSHA approved safety equipment harness & lanyard.
- The operator must have operational two-way communication system between driver and the basket. The aircraft Captain should also be advised of the de-icing operation during and after de-icing operation.
- Use appropriate calibrated refractometers.
- Appropriate nozzle must be installed for Type I and Type IV as prescribed by equipment manufacturer.

Paragraph 4 Charges

4.01 For a single de-icing event, the Service Provider shall provide the de-icing services at the following rate:

De-icing – Type I..... \$11.50/gallon

De-icing – Type IV..... \$12.50/gallon

De-icing-Equipment Fee..... \$120/event

- Pricing does not include any airport and/or third party charges. Payment arrangements shall be made accordingly
- Pricing subject to change upon 30 day notice if pricing of fluid increases mid-season. Pricing can only be increased with consent from Carrier.

- No extra charges shall apply for services provided at night, on Saturdays or Sundays and statutory holidays.
- Any applicable airport, city, state and/or local fees and taxes with respect to the services rendered to the Carrier will be re-charged at cost. Any fees and taxes will be separately recorded in the Service Provider's invoices.

Paragraph 5 Accounting and Settlements

- 5.01 Service Provider shall invoice Allegiant once monthly for the charges arising from the provision of the de-icing/anti-icing services listed in the above under the rates of charges set out in Paragraph 4. Allegiant shall make payment for all undisputed amounts within thirty (30) days after receipt of invoice.
- 5.02 Invoices must include all appropriate supporting documentation. Invoices for payment shall be addressed to Allegiant as follows:
- Accounting Department, Allegiant Air,
1201 N. Town Center Drive,
Las Vegas, Nevada 89144
E-mail: Accounting.Dept@AllegiantAir.com / Fax: 702-851-7381
- 5.03 Allegiant shall initiate payment to Service Provider as per 5.01 and 5.02 for the charges arising from the provision of the handling services and other charges related to the operations that took place during the month either thru
- a) Checks, will be addressed to :
- Washington County Treasurer
35 W. Washington Street
Hagerstown, MD 21740



Open Session Item

SUBJECT: Passenger Terminal Expansion – Approval to Accept Awarded Funding

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Garrison Plessinger, Director, Hagerstown Regional Airport and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to accept awarded funding Federal Aviation Administration in the amount of \$1,000,000.

REPORT-IN-BRIEF: The awarded funding is to reimburse Washington County for the purchase of two properties, professional services for TopFlight Airpark Runway Visibility Zone, Grove Farm Demolition, the DBE Plan Update and lastly construction phase services associated with the Terminal Building Expansion.

DISCUSSION: The two properties were previously purchased to protect the navigable airspace for Runway 9-27. Properties included are 14231 Oak Springs Road and 14235 Oak Springs Road and the associated Professional Services (ADCI) provided for the Land Acquisitions. Additionally, funding is sought for Professional Services (ADCI) associated with Grant 060, Top Flight Airpark Runway Visibility Zone, Grove Farm Demolition, and the DBE Plan Update. This request also includes Construction Phase Services associated with the Terminal Building Expansion. The Office of Grant Management has reviewed the grant application and funding guidelines. There is a matching requirement of 5% for Washington County along with a 5% match provided by the Maryland Aviation Administration.

Federal Aviation Administration	(90%)	\$1,000,000
Maryland Aviation Administration	(5%)	\$ 55,556
Washington County	(5%)	\$ 55,556
		\$1,111,112

FISCAL IMPACT: There is a 5% match associated in the amount of \$55,556 which was approved in the Airport’s CIP budgets LAN018 and BLD082.

CONCURRENCES: Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of the funds.

ATTACHMENTS: Budget adjustment form

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: Proposed amendments to the Washington County Zoning Ordinance to include Airbnb type lodging

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Ashley R. Holloway, Director, Division of Plan Review & Permitting and Jill Baker, Deputy Director, Department of Planning & Zoning

RECOMMENDED MOTION: For Informational Purposes Only

REPORT-IN-BRIEF: Brief the Board of County Commissioners on proposed amendments to the Washington County Zoning Ordinance to include Airbnb type lodging.

DISCUSSION: The Division of Plan Review & Permitting and the Department of Planning & Zoning are working together to create a term and definition for Airbnb type lodging to be amended into the Washington County Zoning Ordinance. Zoning districts are being determined whether to permit, prohibit, or require Special Exception from the Board of Zoning Appeals based on density and residential allowance. The relation of how this type of lodging ties into the county's Building Code will be mentioned. Lastly, next steps that will move towards implementation will be shared.

FISCAL IMPACT: None

CONCURRENCES: None

ATTACHMENTS: Supplemental Document

AUDIO/VISUAL NEEDS: None

Term:

- Short-term Lodging
- Short-term Rental
- Residential Paid Lodging
- House Hotel

Definition:

- Will include phrase “residential building”
- Detached only or Detached and Semi-detached
- Existing homes only?

Districts Where Permitted:

- A(R) – Agricultural (Rural)
- EC – Environmental Conservation
- P – Preservation
- HI – Highway Interchange
- BL – Business, Local
- BG – Business, General
- SED – Special Economic Development

Districts Where Not Permitted:

- IR – Industrial, Restricted
- IG – Industrial, General
- IM – Industrial, Mineral
- PUD – Planned Unit Development
- PB – Planned Business
- PI – Planned Industrial
- RB – Rural Business
- ERT – Education, Research, & Technology

Districts to Require Special Exception:

- RT – Residential, Transition
- RS – Residential, Suburban
- RU – Residential, Urban
- RM – Residential, Multi-Family
- RV – Rural Village
- ORI – Office, Research & Industry
- ORT – Office, Research & Technology



Open Session Item

SUBJECT: Community Organization Funding – Capital Expenses

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Susan Buchanan, Director, Office of Grant Management

RECOMMENDED MOTION: For consideration of expanding Community Organization Funding eligibility to allow capital expenditures in FY21.

REPORT-IN-BRIEF: Interest has been expressed in revising the Community Organization Funding Grant eligibility to allow the funding of capital projects or assets.

DISCUSSION: The Washington County Community Organization Funding Grant program was developed to implement a prioritized approach to funding local non-profits based upon addressing needs in the community while promoting higher accountability programmatically and fiscally. The program's guidelines currently consider requests for capital projects or assets ineligible. Capital assets include land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, and all other tangible and intangible assets that are used in operations and have initial useful lives extending beyond a two-year reporting period.

FISCAL IMPACT: The fiscal impact of Community Organization Funding is dependent upon funding decisions made by the Board during the FY21 annual budgetary process. Any decisions made as a result of this discussion will have no immediate fiscal impact.

CONCURRENCES: Chief Financial Officer, Washington County, Maryland

ALTERNATIVES: No change to current eligibility requirement related to capital projects/assets.

ATTACHMENTS: N/A

AUDIO/VISUAL TO BE USED: N/A



Open Session Item

SUBJECT: Contract Award (PUR-1439) – Investment Grade Energy Audits

PRESENTATION DATE: October 22, 2019

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Scott Hobbs, P.E., Director of Engineering

RECOMMENDED MOTION: Move to award the Investment Grade Energy Audits contract to the responsive, responsible proposer, Schneider Electric of Hagerstown, MD. Schneider Electric submitted a no cost bid proposal.

REPORT-IN-BRIEF: The request for proposal was advertised in the Herald Mail, on the County’s website, and on the State of Maryland’s website, “e-Maryland Marketplace Advantage (eMMA).” One (1) sealed Qualifications and Experience (Q&E) proposal with a separately sealed Price Proposal was received on September 4, 2019. On September 18, 2019 the Q&E proposal was evaluated by the Coordinating Committee and considered to be in order and subsequently the Price Proposal was opened.

DISCUSSION: A Coordinating Committee consisting of staff from Washington County Government (County) and the Washington County Board of Education (BOE) was formed to evaluate Qualifications and Experience (Q&E) proposals from Energy Savings Companies (ESCOs) regarding performing investment grade energy audits at selected facilities which includes identifying and reporting upon energy cost saving measures (ECMs). ECMs may include, but are not be limited to, replacement of inefficient heating, ventilation, and air conditioning (HVAC) equipment; replacement of HVAC equipment reaching the end of its life cycle; recommendations for upgrades to HVAC automatic temperature control systems including installation and/or replacement of equipment and modification of sequences of operation for all equipment; recommendations for operational strategies which would result in energy, water, and sewer usage savings; replacement of lighting equipment and/or lighting control systems; recommendations for building envelope improvements (windows, doors, walls, roofs, insulation etc.) that would result in energy savings. Each identified ECM will include the estimated cost of the improvement, the expected annual energy savings, and the probable return on investment for each.

The selected facilities for the County are 33/35 West Washington Street (CAB) Building, Washington County Circuit Courthouse, Martin Luther King Building, Dwyer Center, 100 West Washington Street (COB) Building, and 80 West Washington Street Building. The selected facilities for the BOE are Bester Elementary School, Salem Avenue Elementary School, Northern Middle School, Western Heights Middle School, Barbara Ingram School for the Arts, North Hagerstown High School, Public Service Academy, Marshall Street Education Center, and the Transportation Administration Center.

This is a one hundred fifty (150) consecutive calendar day contract. The anticipated date of issuance of a Notice to Proceed is November 2019, with an anticipated completion date in the spring of 2020.

FISCAL IMPACT: A no cost bid proposal was submitted.

CONCURRENCES: Coordinating Committee

ALTERNATIVES: N/A

ATTACHMENTS: Price Proposal

AUDIO/VISUAL TO BE USED: N/A



ENABLE

Washington County Government and Washington County Board of Education

Price Proposal - Investment Grade Energy Audit
September 4, 2019

Life Is On

Schneider
Electric



Washington County
MARYLAND

WCPS

Washington County
Public Schools

www.schneider-electric.us/enable

COPY

Price Proposal

September 4, 2019

Washington County Government
Purchasing Department
100 West Washington Street
Hagerstown, MD 21740
Attention: Mr. Rick Curry, CPPO,
Director of Purchasing

RE: Request for Proposals (RFP) Regarding Qualifications and Experience / Technical Proposals and Price Proposals for Investment Grade Audit of Selected Facilities Owned by Washington County Government and The Washington County Board of Education – Solicitation Number: PUR-1439

1. Firm Information – Name and Address of Offeror;

Name: Schneider Electric Buildings Americas, Inc.
Business Address: 265 Mill Street
City: Hagerstown State: Maryland
Zip Code: 21740

2. Name, title, email address and telephone number of primary contact for Offeror;

Name: Chris Dellinger
Title: Account Manager
Email: chris.dellinger@se.com
Telephone: (240) 469-5771

3. Solicitation Title and Solicitation Number that the Proposal is in response to;

Request for Proposals (RFP) Regarding Qualifications and Experience / Technical Proposals and Price Proposals for Investment Grade Audit of Selected Facilities Owned by Washington County Government and The Washington County Board of Education – Solicitation Number: PUR-1439

4. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;


Chris Dellinger – Account Manager

5. Federal Employer Identification Number (FEIN) of the Offeror

75-2066352

6. Offeror's eMM number;

SUP016576 - SEBA

7. Acceptance of all RFP and Contract terms and conditions; if any exceptions are taken, they are to be noted in the Executive Summary; and

We have read and accept all the terms and conditions set forth in the RFP and the Contract Terms and Conditions provided in PUR-1439

8. Pricing for Request for Proposals (RFP) Regarding Qualifications and Experience / Technical Proposals and Price Proposals for Investment Grade Audit of Selected Facilities Owned by Washington County Government and The Washington County Board of Education – Solicitation Number: PUR-1439

Total Price for the Investment Grade Audit and Scope of Services outlined within PUR-1439 - including Terms and Conditions: \$ 0



16545 Fairview Rd.
Hagerstown, MD 21740

Chris Dellinger, Business Development Manager
240 469 5771
Chris.Dellinger@se.com