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BOARD OF COUNTY COMMISSIONERS
August 27, 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 – August 13, 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.*)
- 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. PROPERTY ACQUISITIONS FOR WIDENING OF EASTERN BOULEVARD – *Todd Moser, Real Property Administrator and Scott Hobbs, Director, Division of Engineering*
- 10:35 A.M. CLAGGETT'S MILL – DISSOLUTION OF ADEQUATE PUBLIC FACILITIES ORDINANCE (APFO) AGREEMENT – *Kirk C. Downey, County Attorney*
- 10:40 A.M. EXPRESS APPROVAL – FUNKSTOWN PROPOSED ANNEXATION – *Stephen T. Goodrich, Director, Department of Planning and Zoning*
- 10:50 A.M. SOLID WASTE SUPERVISOR CONSOLIDATION PLAN - *Daniel Divito, Director of Division of Environmental Management; and David A. Mason, P.E. Deputy Director of Environmental Management*
- 11:00 A.M. PUBLIC HEARING – REQUESTS BY ORGANIZATIONS TO BE ADDED TO THE LIST OF NONPROFIT ORGANIZATIONS TO WHICH THE BOARD OF COUNTY COMMISSIONERS MAY CONTRIBUTE FUNDS, PURSUANT TO § 1-108 OF THE CODE OF THE PUBLIC LOCAL LAWS OF WASHINGTON COUNTY, MARYLAND (THE "1-108 LIST") – *Kirk C. Downey, County Attorney*

- 11:20 A.M. APPROVAL OF BY-LAWS FOR THE COMMUNITY ORGANIZATION FUNDING COMMITTEE – *Susan Buchanan, Director, Office of Grant Management and Krista Hart, County Clerk*
- 11:25 A.M. HAGERSTOWN URBAN IMPROVEMENT PROJECT GRANT AGREEMENT AND AMENDED SUB-RECIPIENT AGREEMENT REVIEW AND APPROVAL – *Susan Buchanan, Director, Office of Grant Management*
- 11:35 A.M. COMMUNITY ORGANIZATION FUNDING – SERVICE PRIORITY AREAS FOR FISCAL YEAR 2021 - *Susan Buchanan, Director, Office of Grant Management*
- 11:40 A.M. PROPOSED PAYMENT IN LIEU OF TAXES (“PILOT”) AGREEMENT FOR SOLAR HAGERSTOWN LLC – *Justin Fike, Principal, Aperture Power*
- 11:50 A.M. EMERGENCY MEDICAL SERVICE (EMS) SPECIAL PROCEDURES AND AUDITING SERVICES – *R. David Hays, Director, Division of Emergency Services and Kim Edlund, Director, Budget and Finance*
- 11:55 A.M. CITY / COUNTY MEMORANDUM OF UNDERSTANDING (MOU) BRIEF – *R. David Hays, Director, Division of Emergency Services*
- 12:00 P.M. RECESS
- 02:00 P.M. JOINT MEETING: CITY OF HAGERSTOWN
Location: Washington County Administration Building, 100 W. Washington Street, Hagerstown, Maryland
- Agenda proposed by the City of Hagerstown
- Tax Sale Properties
 - Annual payment for consolidated Communications Center
 - Automatic and Mutual Aid Firefighting, Rescue and EMS Agreement
 - Medium-Range Growth Area (MRGA) and Economic Development Goals
- 03:00 P.M. ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Property Acquisitions for Widening of Eastern Boulevard

PRESENTATION DATE: August 27, 2019

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

RECOMMENDED MOTION: Move to approve the option agreements for partial property acquisitions including fee simple and/or easements for 1118 Klick Way, 521, 531, 905, 907, 909, and 913 Antietam Drive and to approve an ordinance approving said purchase and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: Option agreements have been executed for the seven above-stated properties. Both the fee simple and easement acquisitions are shown in the table below. Properties were appraised in January 2019, and property owners were offered and accepted fair market value for the partial acquisitions.

Property	Fee Simple Acquisition	Easement	Acquisition Cost
1118 Klick Way (Commercial)	2,012 Square Feet	4,895 Square Feet Temporary Construction Easement, 1,155 Perpetual Drainage Easement	\$26,600.00
521 Antietam Drive	N/A	978 Temporary Construction Easement	\$150.00
531 Antietam Drive	1,195 Square Feet	1,206 Square Feet Temporary Construction Easement	\$1,300.00
905,907,909, and 913 Antietam Drive	N/A	1,041 Temporary Construction Easement, 349 Square Feet Perpetual Drainage Easement.	\$700.00

DISCUSSION: Eastern Boulevard will be widened from two lanes (one lane in each direction) to four lanes (two lanes in each direction) from Jefferson Boulevard (MD 64) to Antietam Drive and the construction will occur in several phases of work as indicated in the Capital Improvement Plan (CIP).

FISCAL IMPACT: \$28,750 CIP Budgeted Project

CONCURRENCES: County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Maps, Ordinance

AUDIO/VISUAL NEEDS: N/A

Eastern Boulevard



Eastern Boulevard Phase II: Copperstone LLC



905-907-909-913 Antietam Drive




531 Antietam Drive

Matthew Newton & Maria Jenkins
531 Antietam Drive
221822733

Legend

- 531 Antietam Drive
- Fee Simple
- Temporary Construction Easement

0 25 50 75 100 Feet



521 Antietam Drive



ORDINANCE NO. ORD-2019-

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT INTEREST
IN REAL PROPERTY**

*(Eastern Boulevard Widening Project – Phase II: Easement acquisition – Part of 905, 907, 909,
and 913 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 an easement interest in real property identified on the attached Exhibit A (the “Easement”) to be used for public purposes.

2. The County approved the purchase of the Easement on June 11, 2019.

3. 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 Easement are not to be expended from the General Fund of the County.

4. The purchase of the Easement is necessary for the Eastern Boulevard Widening Project – Phase II in Washington County, Maryland.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Easement 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 Easement.

ADOPTED this ____ day of _____, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to legal sufficiency:

Kendall A. McPeak
Deputy County Attorney

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

EXHIBIT A--DESCRIPTION OF PROPERTY

EASEMENT PROPERTY ACQUISITION No. 1: (Perpetual and Permanent Drainage Easement):

All that parcel of land consisting of 135 square feet or 0.0031 acre of land, more or less, situate along the southerly side of Antietam Drive in Election District No. 18, Washington County, Maryland, and shown and/or indicated as "PERPETUAL EASEMENT FOR DRAINAGE AREA NO. 7" on a plat entitled "EASTERN BOULEVARD WIDENING II, SECURITY RD. TO CHARTRIDGE DR.," dated Jan. 2, 2019 and intended to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Right-of-Way Plat No. 100-10-579.

The above parcel of land being a portion of Parcel No. 4 in a deed from Anita Louise Snyder, by her Attorney-in-fact, Ronald Lee Snyder, Jr., to Matthew D. Curry, dated July 23, 2019, and recorded among the Land Records of Washington County, Maryland, in Liber 6029, folio 361.

EASEMENT PROPERTY ACQUISITION No. 2: (Perpetual and Permanent Drainage Easement):

All that parcel of land consisting of 104 square feet or 0.0024 acre of land, more or less, situate along the southerly side of Antietam Drive in Election District No. 18, Washington County, Maryland, and shown and/or indicated as "PERPETUAL EASEMENT FOR DRAINAGE AREA NO. 8" on a plat entitled "EASTERN BOULEVARD WIDENING II, SECURITY RD. TO CHARTRIDGE DR.," dated Jan. 2, 2019 and intended to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Right-of-Way Plat No. 100-10-579.

The above parcel of land being a portion of Parcel No. 5 in a deed from Anita Louise Snyder, by her Attorney-in-fact, Ronald Lee Snyder, Jr., to Matthew D. Curry, dated July 23, 2019, and recorded among the Land Records of Washington County, Maryland, in Liber 6029, folio 361.

EASEMENT PROPERTY ACQUISITION No. 3: (Perpetual and Permanent Drainage Easement:

All that parcel of land consisting of 73 square feet or 0.0017 acre of land, more or less, situate along the southerly side of Antietam Drive in Election District No. 18, Washington County, Maryland, and shown and/or indicated as "PERPETUAL EASEMENT FOR DRAINAGE AREA NO. 9" on a plat entitled "EASTERN BOULEVARD WIDENING II, SECURITY RD. TO CHARTRIDGE DR.," dated Jan. 2, 2019 and intended to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Right-of-Way Plat No. 100-10-579.

The above parcel of land being a portion of Parcel No. 1 in a deed from Anita Louise Snyder, by her Attorney-in-fact, Ronald Lee Snyder, Jr., to Matthew D. Curry, dated July 23, 2019, and recorded among the Land Records of Washington County, Maryland, in Liber 6029, folio 361.

EASEMENT PROPERTY ACQUISITION No. 4: (Perpetual and Permanent Drainage Easement:

All that parcel of land consisting of 37 square feet or 0.0009 acre of land, more or less, situate along the southerly side of Antietam Drive in Election District No. 18, Washington County, Maryland, and shown and/or indicated as "PERPETUAL EASEMENT FOR DRAINAGE AREA NO. 7" on a plat entitled "EASTERN BOULEVARD WIDENING II, SECURITY RD. TO CHARTRIDGE DR.," dated Jan. 2, 2019 and intended to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Roads Record Book as Right-of-Way Plat No. 100-10-579.

The above parcel of land being a portion of Parcel No. 2 in a deed from Anita Louise Snyder, by her Attorney-in-fact, Ronald Lee Snyder, Jr., to Matthew D. Curry, dated July 23, 2019, and recorded among the Land Records of Washington County, Maryland, in Liber 6029, folio 361.



Open Session Item

SUBJECT: Claggett's Mill – Dissolution of APFO Agreement

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDED MOTION: Move to approve the dissolution and rescission of the Claggett's Mill APFO Agreement

REPORT-IN-BRIEF: In 2007, Claggett's Mill entered into an APFO Agreement to mitigate school capacity issues. The Agreement requires that Claggett's Mill pay \$22,000 per lot to mitigate school capacity issues. The APFO has since been amended. If the APFO Agreement were not in place, Claggett's Mill would have to pay \$2,891.46 per building lot to address school capacity issues.

DISCUSSION: The existing APFO Agreement was entered in 2007 when market conditions were very different. Since that time, the APFO has been amended to allow for an Alternate Mitigation Contribution (AMC) to address school capacity situations under certain circumstances. In this case, Claggett's Mill would be eligible to utilize the AMC approach. The AMC provisions of the Ordinance would require a contribution of \$2,891.46 per lot. If there were no APFO Agreement in place, Claggett's Mill would be able to use the AMC method as a matter of right. The \$22,000 APFO fee makes the property unmarketable and the land undevelopable.

FISCAL IMPACT: Enabling sale and development of the remaining lots in the subdivision will positively increase the tax base.

CONCURRENCES: N/A

ALTERNATIVES: Leave the existing agreement in place, resulting in the development being unsuccessful

ATTACHMENTS: Letter from Elm Street Development, Claggett's Mill APFO Agreement

AUDIO/VISUAL NEEDS: N/A



August 14, 2019

Jeffrey A. Cline, President
Board of County Commissioners
Of Washington County, Maryland
100 West Washington St., Room 226
Hagerstown, MD 21740

**RE: Claggett's Mill Subdivision
Poffenberger Road
WCPR&P File Number PP-19-001**

Dear Commissioner Cline,

Claggett's Mill, L.C. is the developer of the Claggett's Mill residential development located along Poffenberger Road east of Maryland Route 65. The design of this project began in 2004 and the Site Development plan at that time was for a 238 lot yield. That development plan was approved by the Chief Engineer of Washington County in February 2006. The development of this project required Claggett's Mill, L.C. to enter into an Agreement with the Commissioners to meet the requirements of the Adequate Public Facilities Ordinance (APFO) for Schools in place at the time. We, Claggett's Mill L.C., then chose to record and market lots on this project. The lots recorded previously included 48 lots that were recorded in 2007 and 2010. The referenced Agreement was prepared and executed by both parties on 25 April 2007. I've attached the referenced Agreement for your use. This Agreement applied to the entire Claggett's Mill subdivision which, at the time of agreement execution, consisted of 238 residential lots. Generally speaking, the APFO-Schools Agreement required a payment to the County of \$22,000 per building lot as a "school contribution". The Agreement stated that the amount, \$22,000, was made up of two (2) components, the "County's Base Excise Tax" (\$13,000 per lot at the time the 2007 Agreement was executed) and the "Mitigation Amount" of \$9,000 (difference between \$22,000 per lot and the 2007 base excise tax of \$13,000).

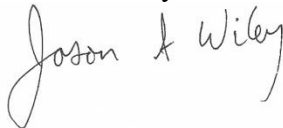
As you are aware, both Excise Tax and School Mitigation Fee computations have been re-visited since we executed the 2007 Agreement. The current Excise Tax is \$1.00 per square foot of habitable gross square footage. As an example, assuming a new home would contain 4,000 square feet of habitable area, the Excise Tax obligation would be \$4,000.00. This \$4,000 fee would be one component of the two cited within the 2007 Agreement and the other would be the Mitigation Amount. The current Adequate Public Facilities Ordinance makes reference to Schools within Article 5 and includes an Alternate Mitigation Contribution (AMC) computation method. The use of the AMC requires that a "schools test" be conducted to ensure eligibility.

President Jeffrey A. Cline
August 14, 2019
Page 2 of 2

This test was last conducted on August 1, 2019 by County Planning Staff and the results of same concluded that Claggett's Mill did meet the requirements for use of the Alternative Mitigation Contribution. I've attached a copy of this County prepared analysis for your use.

The results of the AMC determined a school mitigation contribution of \$2,891.46 per building lot. Therefore, the required APFO contribution for the Claggett's Mill project is \$6,891.46 based on a dwelling with a habitable gross square footage of 4,000 S.F and the Alternate Mitigation Contribution amount determined by County Planning staff under their August 1, 2019 analysis. The current 2007 Agreement establishes a per lot contribution of \$22,000 while the current August 2019 County criteria establishes a per lot contribution of \$6,891.46, a difference of \$15,108.54 per lot. Given the current values of homes and residential lots, the requirements of the 2007 Agreement make our property un-marketable as adjacent developers can offer effectively the same type lot in a similar style community at a \$15,000 savings. Therefore, we respectfully request that the 2007 Agreement be revised to allow the APFO obligations to be computed based on the current Ordinances in place. You can contact me anytime at 301-646-2702 or by email at jwiley@elmstreetdev.com.

Sincerely,



Jason Wiley
Manager, Claggett's Mill, LC
Vice President, Elm Street Development, Inc.

Copy to: Kirk Downey, County Attorney
Steve Cvijanovich, Fox & Associates, Inc.

APFO SCHOOLS MITIGATION AGREEMENT

CLAGGETT'S MILL

THIS APFO SCHOOLS MITIGATION AGREEMENT (hereinafter "Agreement"), made this 25th day of April, 2007, by and between **CLAGGETT'S MILL, L.C.**, a Virginia limited liability company with an address of 1355 Beverly Road, Suite 240, McLean, Virginia, 22101, (hereinafter "Developer"), and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, with an address of 100 West Washington Street, Hagerstown, Maryland, 21740 (hereinafter the "County").

RECITALS

A. Developer owns a parcel of land located on the south side of Poffenberger Road, in Election District 10, Washington County, Maryland, containing 108.9 ± acres of land, and is the contract purchaser of a parcel of land on the north side of Poffenberger Road, in Election District 10, Washington County, Maryland, consisting of 120 ± acres of land, and has undertaken to develop these two parcels (hereinafter the "Real Property") into an integrated project, known as Claggett's Mill, consisting of two hundred and thirty-eight (238) single family dwelling units (hereinafter the "Development").

B. Developer submitted a preliminary plan for the entire Development prepared by Davis, Renn & Associates (and received on August 31, 2004, by the County Planning Department), a copy of which is on file in the Planning Department and which also was unanimously approved by the Washington County Planning Commission on

September 13, 2004, with conditions (hereinafter the "Development Plan"), which approval has now been extended until September 13, 2007, unless further extended.

C. Developer also submitted a final plat for approval to the Washington County Planning Commission for the development of eighty-seven (87) single family lots as shown on a site plan prepared by Davis, Renn & Associates entitled "Claggett's Mill, Phase I," (hereinafter "Phase I") dated July 2004 (received August 31, 2004 by the Planning Department) copies of which are on file in the Planning Department.

D. As is permitted by Article IX-Exceptions, Agency Participation, Section 9.1 of the Washington County Adequate Public Facilities Ordinance ("APFO"), Developer, as the fee simple owner of a portion of the Development and contract purchaser of a portion of the Development, and the County have agreed to a mitigation plan by Developer to advance the adequacy of the local schools infrastructure serving the Development.

E. Developer agrees and acknowledges that its obligation for utility construction associated with the Development is not and shall not be part of this Agreement, and further, that any such costs, fees and expenses are separate and distinct from any costs, fees and expenses discussed herein.

F. Developer agrees and acknowledges that this Agreement relates only to the Development and to the adequacy of the public school capital facilities. Obligations that the Developer may have for water/sewer infrastructure, road construction, or any other obligation under the APFO associated with the Development, if any, are not and shall not be part of this Agreement. Owner understands and acknowledges that there may

be further obligations for water/sewer infrastructure, road construction, or any other obligations associated with the Development that may require mitigation pursuant to the APFO which shall be governed by separate agreement. Further, any such costs, fees and expenses associated with water/sewer construction, road construction, or any other obligation under the APFO or other County ordinances or policies are separate and distinct from any costs, fees and expenses discussed herein.

G. Developer has requested approval by the County, and County has agreed, pursuant to Developer's request, to enter into this Agreement in order to satisfy the APFO schools requirement for the entire Development and to facilitate the commencement of the construction of Phase I of the Development by Developer as well as other matters relating thereto.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements, hereinafter expressed, the parties agree as follows:

1. **School Contribution.** In accordance with the payment schedule noted below and except as otherwise indicated herein, Developer shall pay to the County the amount of Twenty-Two Thousand Dollars (\$22,000.00) for each building lot of the Development ("the School Contribution"). This amount consists of the County's base excise tax (currently Thirteen Thousand Dollars (\$13,000.00) per lot)("the Base Excise Tax"), plus a mitigation contribution which shall be equal to the difference between the then current amount of the County excise tax and Twenty-Two Thousand Dollars (\$22,000.00) (currently Nine Thousand Dollars (\$9,000.00) per lot)("The Mitigation Amount"). At the time of recordation of any subdivision plat for the Development, Developer shall pre-pay to the County the Mitigation Amount, in the amount of Nine

Thousand Dollars (\$9,000.00), for each lot on the plat that is recorded. The balance of the School Contribution shall be payable for each lot at the time of issuance of a building permit for such lot. The parties further agree:

- (i) In the event that the County increases the excise tax rates during the operative term of this Agreement such that the Base Excise Tax for single-family homes is increased above \$22,000, then the Developer shall pay a School Contribution for each building permit/lot equal to the new Base Excise Tax, without any additional Mitigation Amount.
- (ii) In the event that the County increases the excise tax rates during the operative term of this Agreement but said increase does not increase the Base Excise Tax above \$22,000 for single-family homes, then Developer shall pay the School Contribution of \$22,000 as indicated herein. In such event, the Mitigation Amount shall be decreased by the amount of the increase in the base excise tax such that the total School Contribution remains \$22,000.
- (iii) In the event that the County decreases the excise tax rates during the operative term of this Agreement, then Developer shall pay the School Contribution of \$22,000 as indicated herein. In such event, the Mitigation Amount shall be increased by the amount of the decrease in the base excise tax such that the total School Contribution remains \$22,000.

By way of examples:

- (i) Under the current Excise Tax Ordinance, at the time of plat recordation, the Developer will pay \$9,000 per lot as a mitigation amount for each lot on the plat being recorded. At the time of applying for each individual building permit, the Developer will pay the excise tax of \$13,000 per lot.
- (ii) If the amount of the excise tax is increased to \$26,000 prior to the issuance of a building permit for a lot, the amount of excise tax due at the time of building permit issuance will be \$17,000.00 per lot (\$26,000 less the \$9,000 pre-payment made at the time of plat recordation).
- (iii) If the amount of the excise tax is increased from \$13,000 to \$15,000 prior to the issuance of a building permit for a lot, the amount of the excise tax due at the time of building permit issuance shall be \$13,000, rather than \$15,000. The difference of \$2,000 shall be considered to have been pre-paid at the time of lot recordation as a part of the \$9,000 payment.

Developer shall also pay all applicable State and County fees normally charged for proposed development. Developer's payment of the School Contribution and its fulfillment of its other obligations under this Agreement are in complete fulfillment and

satisfaction of any and all obligations that Developer has or may in the future have to mitigate the effect of the Development on public schools or otherwise advance the adequacy of public school facilities in the County. The County shall allow Developer to obtain building permits for single family dwelling units to be constructed on the eighty-seven (87) lots in Phase I of the Development as shown on the Final Plat in accordance with the schedule set forth below. For Phase II of the Development, Developer shall be required to fully satisfy the roads component of the APFO and any other APFO obligations, in accordance with approval of the Development Plan, prior to the issuance of building permits in Phase II. However, as to schools, this Agreement details the rights and obligations of the parties, and no further testing for APFO schools compliance shall be required for Phase II of the Development.

2.. **Development Phasing Schedule.** In consideration of the School Contribution and other obligations set forth herein below, the County shall allow the recordation of lots and shall issue building permits to allow: (1) the construction of single family dwelling units on the eighty-seven (87) lots in Phase I of the Development, and (2) the future construction of single family dwelling units on the remaining one hundred and fifty-one (151) lots in Phase II of the Development, all in accordance with the following phasing schedule (the “Development Phasing Schedule”), as long as Developer complies with all County ordinances, regulations and policies, including, but not limited to, satisfaction of the APFO roads obligations for Phase II of the Development:

c. This Agreement shall not be assignable and transferable by Developer to any individual, company, group, corporation, or other entity that purchases the Development or otherwise becomes responsible for the project's development or the construction of any homes therein, without the prior written approval and consent of the County. Developer shall request consent of the County in writing as indicated in Section 4 herein. The County shall respond to the Developer in writing within sixty (60) days of the date the request is received by the County with the County's response being timely if it is personally delivered or placed with the United States Postal service on or before the 60th day as contemplated herein. In the event that the County's response is not timely, then the Developer's request shall be deemed to be approved. The consent of the County shall not be unreasonably withheld.

d. In the event that a "moratorium" (as hereinafter defined) is imposed, then the Development Phasing Schedule and Developer's rights to record and construct residential units on the lots per calendar year hereunder shall be extended for one (1) additional day for each day during which such moratorium exists, and the Development shall not be subjected to any additional regulation, legislation, limitation, phasing, contributions, or delay in construction or issuance of building permits with respect to APFO school issues after the moratorium is lifted, except for any increase in the excise tax as indicated herein. In addition, should a moratorium prevent the construction in any calendar year of the number of units provided for above, the "shortfall" in the number of such units shall be added to the number of units in the calendar year following the year during which the moratorium was in effect, so long as Developer is in compliance with any and all County ordinances, regulations and policies.. For example, if a moratorium

imposed on June 1, 2008 prevents the construction of forty (40) of the fifty (50) units provided for in that year, then the County shall allow construction to occur of the said forty (40) units in calendar year 2009. The term "moratorium" shall mean the implementation or declaration by the United States Government, State of Maryland, Washington County, the City of Hagerstown and/or any agency, department, division and/or branch thereof for purposes of a limitation, prohibition, restriction and/or phasing upon the review, recording, development and construction upon lots subdivided from the Real Property as intended by Developer. Nothing in this Agreement shall be interpreted as exempting Developer from compliance with laws, regulations, and policies of the County or the State, including without limitation those of the Maryland Department of the Environment or the County Department of Water Quality concerning the allocation of water and sewer and related matters.

e. Although the lots are to be developed as provided for hereinabove, the Parties recognize that the Development is intended to be developed as an integrated whole or community, with roads, parks, utilities and other amenities to serve the entire Development. As such, subject to being required to provide such security prior to plat recordation as may reasonably be required by the County and subject to the terms of appropriate and reasonable Public Works Agreements, Developer, in its discretion, shall be permitted to complete grading, paving and development of infrastructure improvements in sections of the Development for which preliminary plan and/or improvement plan approval has been obtained, without regard to whether these completed improvements serve lots which Developer will not be immediately able to record based on the Development Phasing Schedule. For example, while Developer will

phase the constructions of dwelling units as indicated herein, Developer, in its discretion, shall have the right to proceed with completion of all or so much of the infrastructure of the Development to permit the Real Property to be developed in a logical and efficient fashion. If Developer chooses to advance construction of the infrastructure for all or a part of a Phase or Section in advance of plat recordation, Developer shall be required to provide security for those improvements, all in accordance with all County ordinances, regulations, and policies. In no way shall this subparagraph e. be interpreted as requiring that all of one Phase or Section be completed and recorded prior to advancing into a new Phase or Section for purposes of construction of infrastructure. The issuance of permits for the construction of infrastructure shall not give rise to an expectation that building permits for homes shall be issued, except in accordance with the Development Phasing Plan in this Agreement. Likewise, the issuance of permits for construction of infrastructure in future phases of the Development shall in no way imply or guarantee APFO roads approval or any other APFO related approval.

3. **Future Obligations.** This Agreement in no way releases Developer or its successors or permitted assigns from potential or future APFO obligations including, but not limited to, obligations to satisfy the APFO roads requirement for Phase II of the Development or obligations as they may arise pertaining to additions and/or modifications of the Development.

4. **General Provisions.** (a) This Agreement shall not be assignable or transferable by Developer to another individual, company, group, corporation, or other entity without the prior written approval and consent of the County, which approval and consent shall not be unreasonably withheld; and (b) All notices and correspondence under

or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier to Developer:

Claggett's Mill, L.C.
1355 Beverly Road, Suite 240
McLean, VA 22101
Attn. John M. Clarke, Manager

And to the County at:

Michael C. Thompson
Director of Planning and Community Development
80 W. Baltimore Street
Hagerstown, MD 21740

and

Office of the County Attorney
100 West Washington Street, Room 202
Hagerstown, Maryland 21740

5. **Laws of Maryland.** This Agreement was made and entered into in Maryland and is to be governed by and construed under the laws of the State of Maryland.
6. **Recitals.** The Recitals are hereby incorporated into this Agreement as substantive provisions.
7. **Entire Agreement: Modification.** This Agreement, and the materials and documents incorporated herein by reference, constitute the entire Agreement between the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and

signed by authorized representatives of Developer and the County. Any further expansion or modification to the Development shall not be governed by this Agreement but shall be governed by all applicable rules, regulations, policies and laws in effect at the time of said expansion or modification.

8. **Severability**. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

9. **Waiver**. Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

10. **Survival**. The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

11. **Counterparts/Execution**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

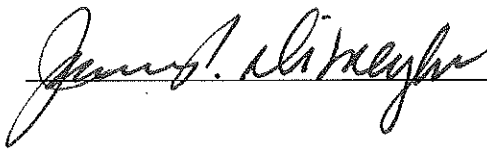
12. **Headings**. The headings herein are inserted only as a matter of convenience and do not in any way define, limit, construe or describe the scope of intent of this Agreement.

13. **Successors Bound:** This Agreement shall be binding on and shall inure to the benefit of the successors, assigns, heirs and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement under their respective seals as of the day and year first above written.

ATTEST:

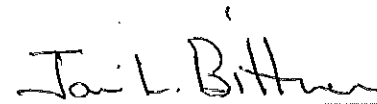
CLAGGETT'S MILL, L.C.

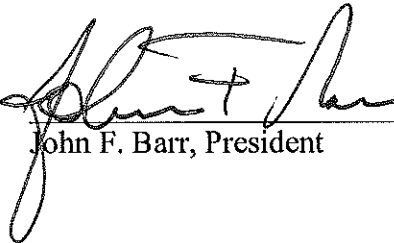


BY:  (SEAL)
John M. Clarke, Manager

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND



BY:  (SEAL)
John F. Barr, President

STATE OF MARYLAND, COUNTY OF FAIRFAX, to-wit:

I HEREBY CERTIFY that on this 23 day of APRIL, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John M. Clarke, who acknowledged himself to be the Manager of Claggett's Mill, L.C. and, being duly authorized so to do, did further acknowledge that he executed the foregoing instrument for the purposes therein contained.



Notary Public

My Commission Expires: 11/30/2010

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this 25th day of April, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John F. Barr, President, Board of County Commissioners of Washington County, Maryland, who acknowledged that the foregoing is the act and deed of the Board of County Commissioners of Washington County, Maryland, and that he is authorized by it to make this acknowledgment.

Vicki L. Brunner
Notary Public

My Commission Expires: 11-1-08

I:\Planning\Clagett's Mill\APFO Schools Mitigation Agreement FINAL [April 2007]

Developer: LGI of Maryland
 Subdivision: Claggetts Mill
 Reference #: Courtesy Test
 Date of Test: August 1, 2019

Proposed Development Type	
Single Family	100
Townhouse	0
Multi-Family	0

Pupil Generation Rates			
Type	Elem	Mid	High
Single Family	0.43	0.18	0.21
Townhouse	0.33	0.1	0.11
Multi-Family	0.33	0.13	0.14

	Name	LRC	Current Enrollment	Pipeline Enrollment	Background Enrollment	Pupils Generated from this Development	Total Adjusted Enrollment	School Impact	SRC	% of SRC
Elementary	Rockland Woods	676	590	60.63	-13.4	43.0	680.2	-4.2	751.0	90.6%
Middle	E Russell Hicks	841	816	41.68	-1.3	18.0	874.4	-33.4	841.0	104.0%
High	South Hagerstown	1240	1236	59.42	11.4	21.0	1327.8	-87.8	1240.0	107.1%

Current Elementary School Enrollment from BOE (Jun 2019)	State Rated Capacity	Local Rated Capacity (90%)
Bester	604	628
Boonsboro	581	499
Cascade	160	278
Clear Spring	419	385
Eastern	442	572
Emma K. Doub	338	297
Fountaindale	378	352
Fountain Rock	261	271
Greenbrier	214	274
Hancock	237	295
Hickory	309	235
Jonathan Hager	382	471
Lincolnshire	550	555
Maugansville	705	755
Old Forge	380	366
Pangborn	764	745
Paramount	430	408
Pleasant Valley	241	225
Potomac Heights	303	294
Rockland Woods	590	751
Ruth Ann Monroe	579	692
Salem Avenue	727	725
Sharpsburg	243	249
Smithsburg	371	431
Williamsport	587	568
Eastern/Ruth Ann Monroe*	1021	1264

*For the purposes of this analysis Ruth Ann Monroe Primary School and Eastern Elementary School share the same school district therefore their enrollment, SRC, and LRC shall be combined into one school district.

Current Middle School Enrollment from BOE (Jun 2019)	State Rated Capacity	Local Rated Capacity (100%)
Boonsboro	745	870
Clear Spring	350	605
E. Russell Hicks	816	841
Northern	726	913
Smithsburg	642	839
Springfield	843	1096
Western Heights	949	998

Current High School Enrollment from BOE (Jun 2019)	State Rated Capacity	Local Rated Capacity (100%)
Boonsboro	942	1098
Clear Spring	451	656
Hancock Middle/High	251	591
North Hagerstown	1334	1423
Smithsburg	751	897
South Hagerstown	1236	1240
Williamsport	894	1094

ALTERNATE MITIGATION CONTRIBUTION for:

Pupil Gen. rate updated to figures app'd by BCC April 2016

complete shaded areas with development information

use line appropriate for type of unit

use TOTAL at bottom of page if there is more than 1 type of unit and sum AMC column

$(A/B \times C) \times D \times E = \text{Alternate Mitigation Contribution}$

\$41,189.55 A = average cost of a school seat

50 B = life expectancy (50 years)

13 C = average pupil generation rate for type of development

D = total # of years typical student spends in all schools (6 in elementary, 3 in middle and 4 in high school = 13)

E = # of units in development

Type	Pupil Generation Rates			Average Pupil Gen Rate
	Elem	Mid	High	
Single Family	0.43	0.18	0.21	0.27
Townhouse	0.33	0.1	0.11	0.18
Multi-Family	0.33	0.13	0.14	0.20

AMC APARTMENTS																
A	/	B	=		x	C	=		x	D	=		E	=	AMC	
\$41,189.55	/	50	=	\$ 823.79	x	0.20	=	\$ 164.76	x	13	=	\$ 2,141.86	x		=	\$ -

AMC TOWN HOMES																
A	/	B	=		x	C	=		x	D	=		E	=	AMC	
\$41,189.55	/	50	=	\$ 823.79	x	0.18	=	\$ 148.28	x	13	=	\$ 1,927.67	x		=	\$ -

AMC SINGLE FAMILY																
A	/	B	=		x	C	=		x	D	=		E	=	AMC	
\$41,189.55	/	50	=	\$ 823.79	x	0.27	=	\$ 222.42	x	13	=	\$ 2,891.46	x	100	=	\$ 289,146.00

TOTAL= \$ 289,146.00



Agenda Report Form

Open Session Item

SUBJECT: Express Approval – Funkstown proposed annexation

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: Stephen T. Goodrich, Director, Department of Planning and Zoning

RECOMMENDED MOTION: Move to grant Express Approval to the Town of Funkstown to allow development on the annexed property in conformance with the Funkstown Town Residential zoning on 111.19 acres which will permit development with uses and densities that are not substantially different than the uses and densities that would be allowed under the current County zoning districts of Residential Urban or Residential Multi-Family.

REPORT-IN-BRIEF: The properties proposed for annexation by the Town of Funkstown as requested by the owners are listed below.

OWNER	PARCEL #	ACREAGE	PROPOSED FUNKSTOWN ZONING	CURRENT COUNTY ZONING
Sagi	1273	1.74 acres	Town Residential	Residential Urban
Schultz	1274	0.51 acres	Town Residential	Residential Urban
Lyles Family Venture, LLC	108	60.25 acres	Town Residential	Res. Multi-family
Antares Properties, LLC	122 Lot 9	1.68 acres	Town Residential	Res. Multi-family
	122 Lot 10	1.55 acres	Town Residential	Res. Multi-family
	122 Lot 11	1.14 acres	Town Residential	Res. Multi-family
	122 Lot 12	1.19 acres	Town Residential	Res. Multi-family
Town of Funkstown	Part of 1281	2.12 acres	Town Residential	Residential Urban
	Part of 459	17.80 acres	Town Residential	Residential Urban
	Part of 459	23.21 acres	Town Residential	
TOTAL ACREAGE		111.19 acres		

The property owners have petitioned the Town for annexation. The properties are located on the southeast side of the Town and contiguous to the current town boundary. They are bounded on the southwest by Alt. Rt. 40, on the south by Interstate 70 and on the northeast by Beaver Creek Road.

The Funkstown Mayor and Council's Resolution regarding the annexation states that the Town will assign the Town Residential (TR) zoning district to the property upon annexation. The property currently has County zoning designations of Residential Urban (RU) and Residential Multi-family (RM) as indicated in the chart above.

The permitted uses in Funkstown's Town Residential district are very similar to those permitted in the County's RU and RM districts. The Town states in the application its belief that the uses permitted in the TR district are consistent with current County zoning, permitted densities are lower in the Town and that Express Approval is not needed. The Town requests concurrence with that opinion or, if the County disagrees, a grant of Express Approval is requested. The request includes a comparison chart of uses permitted in the Town and County zoning districts. A few corrections to items **highlighted** in the attached chart are necessary.

Bed & Breakfast is not permitted as a special exception in RM zoning as indicated on the chart.

Cemeteries are not permitted in RS, RU or RM.

Group homes as defined by Funkstown are not permitted as special exceptions in the RS, RU or RM zones. However, Certified Adult Residential Environment homes (CARE) are permitted in the residence of the care provider for up to 8 individuals per MD Code.

Civic buildings are permitted in the RS, RU and RM districts but the government office buildings permitted by Funkstown would be by special exception in the County districts.

An additional chart prepared by County staff provides comparison of several additional uses not evaluated in the chart provided by the Town.

USE	Funkstown Town Residential (TR)	County Residential Suburban (RS)	County Residential Urban (RU)	County Residential Multi-family (RM)
Communication facility (tower)	P	N	N	N
Water reservoirs and sewage treatment plant	SE	N	N	N
Professional offices (except government)	N	SE	SE	SE
Medical and dental clinics, hospitals	N	SE	SE	SE
Banquet/reception facilities	N	SE	SE	SE

The Town's request also includes a lot size comparison chart that shows Funkstown's residential lot sizes are all larger than the County's minimums, resulting in a lower overall density. In addition, Funkstown's maximum allowable density is 8 dwelling units per acre (dua). The County's maximum is calculated based on minimum lot size permitted as 8.7 dua in RU and 12 dua in RM.

There are no known development proposals for any of the properties proposed for annexation. There is an existing dwelling on the Sagi and Shultz parcels. The 43 acres owned by the Town is unlikely to be "developed" except with uses for the benefit of all town residents.

DISCUSSION: The basis for seeking Washington County Commissioners express approval of the annexation comes from the Local Government Article of Maryland's Annotated Code, §4-416(b) which says:

"Without the express approval of the county commissioners or county council of the county in which the municipality is located, for 5 years after an annexation by a municipality, the municipality may not allow development of the annexed land for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation. "

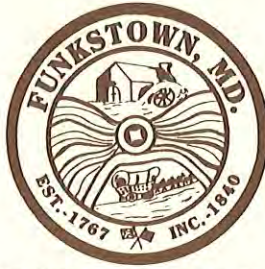
FISCAL IMPACT: No cost to Washington County

CONCURRENCES: N/A

ALTERNATIVES: Determine Express Approval is not needed or do not grant express approval

ATTACHMENTS: Location Map, Funkstown letter requesting Express Approval determination and attachments including comparison charts and maps

AUDIO/VISUAL NEEDS: None



FUNKSTOWN MAYOR & COUNCIL
P.O. Box 235 • 30 East Baltimore St.
Funkstown, Maryland 21734

RECEIVED

JUL 31 2019

WASHINGTON COUNTY
PLANNING DEPARTMENT

Stephen T. Goodrich, Director
Department of Planning & Zoning
100 West Washington Street, Suite 2600
Hagerstown, MD 21740

RE: Annexation of +/- 111.19 acres by the Town of Funkstown.

Dear Mr. Goodrich:

On July 8, 2019, the Mayor and Town Council of Funkstown introduced a Resolution (Charter Amendment 2019-1) to annex +/- 111.19 acres into the Town. A copy of the Resolution including the Exhibits thereto is attached hereto for your reference.

Also included herewith is a copy of the published notice for the public hearing to be held on September 9, 2019 which will appear on July 30, 2019; August 6, 2019; August 13, 2019 and August 20, 2019.

As explained in the Annexation Plan attached to the Resolution as Exhibit C, the Property to be annexed is currently zoned a combination of RS (Residential Suburban); RU (Residential Urban); and RM (Residential Multi-family) by the Zoning Ordinance for Washington County.

The Annexation Resolution recommends that the Property be zoned entirely TR (Town Residential) when annexed into the Town of Funkstown.

Because the recommended TR zoning (i) is consistent in the types of uses permitted; and (ii) permits a lower maximum density than the current County zoning, it is the opinion of the Town that the County's "Express Approval" is not needed.

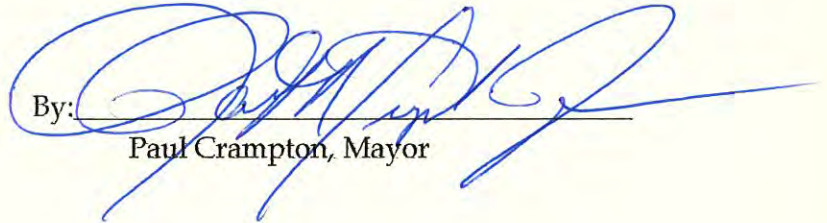
However, pursuant to Md. Code, Local Government §4-406 the Town requests the County's concurrence that "Express Approval" is not required. In the event the County disagrees and believes that "Express Approval" is required pursuant to Md. Code Local Government §4-406, then the Town hereby requests that the County adopt a resolution granting their "Express Approval" of the TR (Town Residential) zoning for the Property as more particularly described in the Annexation Resolution.

Please advise of any questions, concerns or comments and feel free to communicate with our Town Attorney, Edward L. Kuczynski, at (301) 797-8129 or our Town Manager, Brenda Haynes, at (301) 791-0948.

9/20

Very truly yours,

TOWN OF FUNKSTOWN

By: A handwritten signature in blue ink, appearing to read 'Paul Crampton', written over a horizontal line.

Paul Crampton, Mayor

cc: Edward L. Kuczynski, Esquire
Jason Divelbiss, Esquire
Brenda Haynes, Town Manager

PUBLIC NOTICE - ANNEXATION RESOLUTION

Notice is hereby given that the Mayor and Council of the Town of Funkstown, Maryland will hold a public hearing on **Monday, September 9, 2019 at 7:00 p.m.** at the Funkstown Town hall, Mayor and Council meeting room, 30 East Baltimore Street, Funkstown, Maryland. The public hearing is for the purpose of considering an annexation resolution introduced by the Town Council on July 8, 2019. The resolution is requesting the annexation of +/- 111.19 acres of land which are immediately adjacent to and adjoining the present corporate boundary of the Town. The proposed zoning for the lands to be annexed was referred to and reviewed by the Town of Funkstown Planning Commission and it was agreed that the TR (Town Residential) zoning is proper and desirable.

All parties in interest and citizens, either in support of or in opposition to the annexation resolution, shall have the opportunity to be heard at said time and place.

A copy of the **annexation resolution** and all information related to the official record is available for review at Funkstown Town Hall, 30 East Baltimore Street, Funkstown, Maryland.

Any person desiring a stenographic transcript shall be responsible for supplying a competent stenographer.

Authority, Town of Funkstown, Maryland

RESOLUTION NO. _____

RESOLUTION OF THE TOWN COUNCIL OF FUNKSTOWN, MARYLAND TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CHARTER OF THE TOWN AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATIONS FOR THE PROPERTIES LOCATED IN THE AREA TO BE ANNEXED.

WHEREAS, pursuant to MD Code, Local Government, §4-401 *et seq.*, the Town desires to enlarge the corporate boundaries of the Town of Funkstown, Maryland by annexing thereto the properties consisting in the aggregate of +/- 111.19 acres¹ which are immediately adjacent to and adjoining the present corporate boundary of the Town and which are shown and described by metes and bounds on the "Boundary Line Survey Showing Lands to be Annexed into the Town of Funkstown" prepared by Frederick Seibert & Associates, Inc. and dated February 26, 2019, a copy of which is attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, pursuant to MD Code, Local Government, §4-403(b), the Town may introduce an annexation resolution to the legislative body upon receiving consent from at least twenty-five percent (25%) of the registered voters who are residents in the area to be annexed; and the owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area to be annexed;

WHEREAS, Alexander Sagi, Chris A. Schultz, Sr., Lyles Family Venture, LLC and Antares Properties, LLC, the owners of 100% of the assessed value of lands to be annexed (exceeding the minimum requirement of 25%) have agreed and consented to this annexation as set forth in the attached Consent of Property Owners attached hereto and incorporated herein as **Exhibit B**;

WHEREAS, there are no registered voters who are residents in the area to be annexed;

WHEREAS, the proposed zoning for the lands to be annexed was referred to and reviewed by the Town of Funkstown Planning Commission in relation to the Comprehensive Plan, the Zoning Ordinance, and other applicable land-use ordinances of the Town, and the needs of the particular neighborhood and vicinities of the area to be annexed, and said Planning Commission has agreed that the TR (Town Residential) zoning is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and Town Council of the Town of Funkstown that the boundaries of the Town, pursuant to MD Code, Local Government, §4-401 *et seq.*, be and hereby are amended to annex and include within said Town all that certain +/- 111.19 acre area of land, being more particularly shown and described by metes and bounds on **Exhibit A** attached hereto and incorporated herein;

¹ According to the database maintained by the Maryland State Department of Assessments & Taxation (SDAT) the aggregate acreage of the parcels to be annexed totals +/- 122.654. However, the surveyed acreage is +/- 111.19.

RESOLUTION NO. _____

RESOLUTION OF THE TOWN COUNCIL OF FUNKSTOWN, MARYLAND TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CHARTER OF THE TOWN AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATIONS FOR THE PROPERTIES LOCATED IN THE AREA TO BE ANNEXED.

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¹ According to the database maintained by the Maryland State Department of Assessments & Taxation (SDAT) the aggregate acreage of the parcels to be annexed totals +/- 122.654. However, the surveyed acreage is +/- 111.19.

Section 2. And be it further resolved by the Mayor and Town Council, that the subject properties included within the area to be annexed shall each have the TR (Town Residential) zoning classification upon annexation.

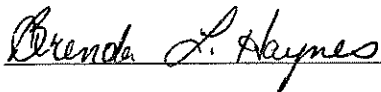
Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto and incorporated herein as Exhibit C;

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the Town of Funkstown, the Code of the Town of Funkstown, and all acts, ordinances, resolutions and policies, including but in no way limited to the obligation of the respective property owners or developer(s) thereof to build all roadways, water, sewer and other such infrastructure required to serve any future development on the property to be annexed.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as provided in MD Code, Local Government, §4-401 *et seq.*

WITNESS AND ATTEST
AS TO CORPORATE SEAL

BY ORDER OF THE MAYOR AND THE
TOWN COUNCIL OF FUNKSTOWN,
MARYLAND



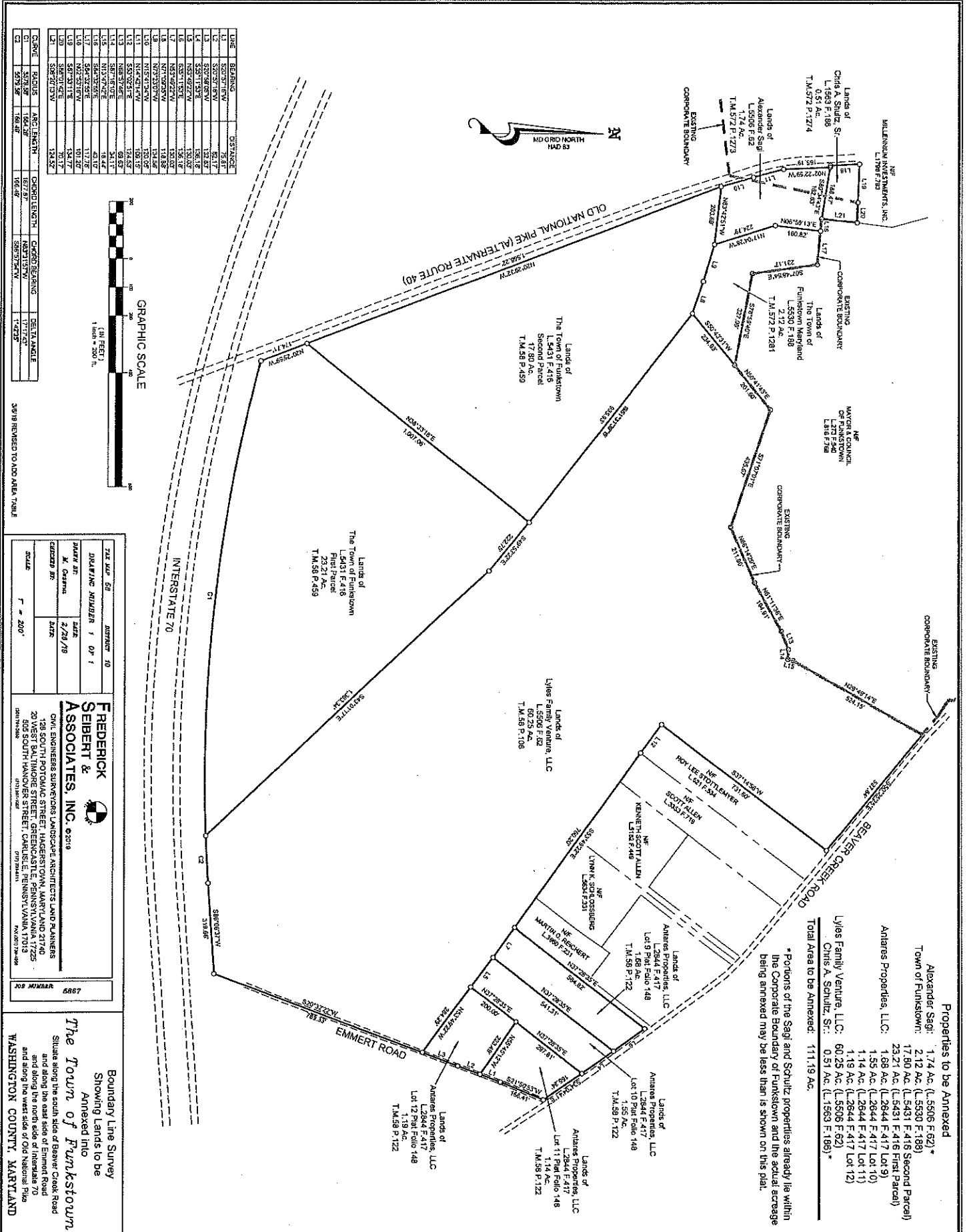
Town Clerk

By: 

Paul N. Crampton, Jr, Mayor

EXHIBIT A
(Lands to be Annexed)

EXHIBIT A



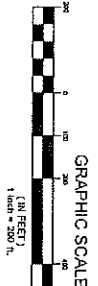
Properties to be Annexed

Alexander Saggi: 1.74 Ac. (L:5016 F:62)*
 2.12 Ac. (L:5530 F:189)
 Town of Funkeston: 17.80 Ac. (L:5431 F:416 Second Parcel)
 23.21 Ac. (L:5431 F:416 First Parcel)
 Antares Properties, LLC: 1.68 Ac. (L:2844 F:417 Lot 9)
 1.55 Ac. (L:2844 F:417 Lot 10)
 1.14 Ac. (L:2844 F:417 Lot 11)
 1.19 Ac. (L:2844 F:417 Lot 12)
 Lykes Family Venture, LLC: 60.25 Ac. (L:5506 F:62)*
 Chris A. Schultz, Sr.: 0.51 Ac. (L:1569 F:189)*

Total Area to be Annexed: 111.19 Ac.

*Portions of the Saggi and Schultz properties already lie within the Corporate Boundary of Funkeston and the actual acreage being annexed may be less than is shown on this plan.

LINE	BEARING	DISTANCE
L1	S20°27'59"W	75.81'
L2	S20°27'59"W	62.17'
L3	S20°27'59"W	124.34'
L4	S20°27'59"W	124.34'
L5	S20°27'59"W	124.34'
L6	S20°27'59"W	124.34'
L7	S20°27'59"W	124.34'
L8	S20°27'59"W	124.34'
L9	S20°27'59"W	124.34'
L10	S20°27'59"W	124.34'
L11	S20°27'59"W	124.34'
L12	S20°27'59"W	124.34'
L13	S20°27'59"W	124.34'
L14	S20°27'59"W	124.34'
L15	S20°27'59"W	124.34'
L16	S20°27'59"W	124.34'
L17	S20°27'59"W	124.34'
L18	S20°27'59"W	124.34'
L19	S20°27'59"W	124.34'
L20	S20°27'59"W	124.34'
L21	S20°27'59"W	124.34'



CURVE	CHORD	ARC LENGTH	CHORD BEARING	DELTA ANGLE
C1	166.47'	166.47'	166.47'	166.47'
C2	166.47'	166.47'	166.47'	166.47'

58°19' RECURVED TO OLD AREA TRAIL

TAX MAP	SECTION	DATE
60	10	2/28/18

FREDERICK SEIBERT & ASSOCIATES, INC.
 CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
 128 SOUTH POTOMAC STREET GREENCASTLE, PENNSYLVANIA 17225
 20 W 35th STREET HANOVER STREET CORNER, PENNSYLVANIA 17033
 (717) 766-1100

JOB NUMBER: 6867

The Town of Funkeston
 Boundary Line Survey
 Showing Lands to be Annexed into
 Situate along the south side of Beaver Creek Road and along the east side of Emmert Road and along the north side of Interstate 70 and along the west side of Old National Pike WASHINGTON COUNTY MARYLAND

EXHIBIT B
(Consent of Property Owners)

Pursuant to MD Code, Local Government, §4-401 *et seq.*, Alexander Sagi, Chris A. Schultz, Sr., Lyles Family Venture, LLC and Antares Properties, LLC, being the owners of 100% of the assessed value of the lands to be annexed (exceeding the minimum requirement of 25%), do hereby consent to the annexation of their respective properties into the Town of Funkstown, Maryland as described in and subject to all of the terms and conditions set forth in the Annexation Resolution to which this consent is attached.

Witness:

Brenda L. Haynes
Bonnie McKelvey
[Signature]
[Signature]

[Signature]
 Alexander Sagi

[Signature]
 Chris A. Schultz, Sr.

ANTARES PROPERTIES, LLC
 By: [Signature]
 Name: David C. Lyles
 Title: Authorized Person

LYLES FAMILY VENTURE, LLC
 By: [Signature]
 Name: David C. Lyles
 Title: Authorized Person

ASSESSMENT OF LANDS TO BE ANNEXED (IN U.S. DOLLARS)

Land To Be Annexed						
Owner	T.M./Parcel	Ac.	Land	Improvements	Total	
Chris A. Schultz, Sr.	0572/1274	0.52	\$56,200	\$92,700	\$148,900	
Alexander Sagi	0572/1273	1.74	\$70,500	\$120,000	\$190,500	
Town of Funkstown - Exempt	0572/1281	12.678	\$0	\$0	\$0	
Town of Funkstown - Exempt	0058/0459	41.02	\$0	\$0	\$0	
Lyles Family Venture, LLC	0058/0108	61.296	\$21,000	\$0	\$21,000	
Antares Properties, LLC	0058/0122	1.7	\$70,200	\$0	\$70,200	
Antares Properties, LLC	0058/0122	1.3	\$67,200	\$0	\$67,200	
Antares Properties, LLC	0058/0122	1.2	\$17,700	\$0	\$17,700	
Antares Properties, LLC	0058/0122	1.2	\$17,700	\$0	\$17,700	
Totals		122.654	\$320,500	\$212,700	\$533,200	

Land of Consenting Owners

Chris A. Schultz, Sr.	0572/1274	0.52	\$56,200	\$92,700	\$148,900
Alexander Sagi	0572/1273	1.74	\$70,500	\$120,000	\$190,500
Lyles Family Venture, LLC	0058/0108	61.296	\$21,000	\$0	\$21,000
Antares Properties, LLC	0058/0122	1.7	\$70,200	\$0	\$70,200
Antares Properties, LLC	0058/0122	1.3	\$67,200	\$0	\$67,200
Antares Properties, LLC	0058/0122	1.2	\$17,700	\$0	\$17,700
Antares Properties, LLC	0058/0122	1.2	\$17,700	\$0	\$17,700
Totals		68.956	\$320,500	\$212,700	\$533,200

ANNEXATION PLAN

Location of Properties:

61 Old National Pike (a/k/a 53 Frederick Road)
65 Old National Pike
+/- 41.02 ac. Old National Pike
405 Robert Kline Way
607 Beaver Creek Road
+/- 1.7 ac. - Lot 9 Beaver Creek Road
+/- 1.3 ac. - Lot 10 Beaver Creek Road
+/- 1.2 ac. - Lot 11 Beaver Creek Road
+/- 1.2 ac. - Lot 12 Beaver Creek Road

Owners:

Chris A. Schultz, Sr.
Alexander Sagi
Town of Funkstown
Town of Funkstown
Lyles Family Venture LLC
Antares Properties LLC
Antares Properties LLC
Antares Properties LLC
Antares Properties LLC

Annexation Plan

Pursuant to §4-415 of the Local Government Article of the Annotated Code of Maryland, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed. It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation process.

I. Land Use Patterns of Areas Proposed to be Annexed

- A. The area of annexation is +/- 111.19 acres, as surveyed (+/- 122.654 acres as per SDAT information).
- B. The proposed zoning for all the properties within the area to be annexed is TR (Town Residential). The purpose of the TR zoning district is as follows:

This district provides for somewhat higher densities than the Suburban Residential District. In the Town Residential District, centralized water and sewerage facilities exist, and future development of this type can safely proceed. The Town Residential District is intended to recognize existing Town development and its logical extension; it accommodates a variety of residential uses, plus limited "convenience" retail commercial uses desirable to serve only residential areas.

The existing Washington County zoning classifications for the properties to be annexed is as follows:

Schultz Property: ^{RU} RS (Residential, Suburban)
Sagi Property: RU (Residential, Urban) + RS
Town of Funkstown Properties: RU (Residential, Urban) + RM
Lyles Family Venture Property: RM (Residential, Multi-family)
Antares Properties Properties: RM (Residential, Multi-family)

- C. From the standpoint of types of uses permitted, the TR zoning classification is generally consistent with all three (3) of the current County zoning classifications. See the comparison chart attached hereto as Exhibit 1. Moreover, the minimum lot sizes permitted in the Town's TR zoning are all greater than the corresponding lot sizes permitted for the housing type in the current County zoning classifications. See the comparison chart attached hereto as Exhibit 2. Thus, the permitted maximum densities are lower in the Town than in the County. Therefore, in the opinion of the town, no "express approval" of a zoning change by the County is needed. However, the County's concurrence in this decision has been requested.
- D. The properties to be annexed are located within the Town's Growth Area, an area intended for new or expanded water and wastewater service, as defined in the Comprehensive Plan.
- E. These properties are within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area (PFA).

II. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the Town of Funkstown into the Area Proposed to be Annexed.

- A. The area of annexation currently has no Wastewater Service. If requested for existing development or new development, the property will be served by Town Wastewater. Sufficient capacity exists to serve the property.
- B. The area of annexation currently has no Water Service. If requested for existing development or new development, the property will be served by Town Water. Sufficient capacity exists to serve the property.
- C. Electrical service is currently provided by Potomac Edison.
- D. Platting of street rights of way and/or lots that occur after the effective date of the annexation shall be in accordance with the Town of Funkstown code, ordinances, rules and regulations and shall be approved through the Town's subdivision process. Any proposed construction of buildings and/or site improvements (including but not limited to motor vehicle

parking, landscaping, paving, storm water management and other improvements) that occurs after the effective date of annexation shall be reviewed and approved by the Town of Funkstown.

- E. Parks and recreation facility expansion are not proposed for this annexation. However, in the future the Town of Funkstown's land may be added to the existing community park. Nothing in this agreement shall be interpreted or construed to commit the Town to reserve this parcel for park use or development at this time or in the future.
- F. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the Town of Funkstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the Town of Funkstown.

III. Annexation Agreements

No Annexation Agreement with property owners or developers with interest in property subject to this annexation is included with this resolution. Should the Town decide to enter into such an agreement with property owners or developers at a later date, such agreement shall be adopted by Resolution as required by §4-405(b)(2) of the Local Government Article, Annotated Code of Maryland.

	TR	RS	RU	RM
USE	Town	County	County	County
Natural Resources and Agricultural Uses				
Agriculture	P	P	P	P
Residential Uses				
Single-family detached dwellings, including pre-fabricated, modular, panelized or sectional dwellings	P	P	P	P
Two-family "duplex" dwellings	P	P	P	P
Two-family semi-detached dwelling	P	P	P	P
Single-family attached "townhouse" dwellings	SE	N	N	P
Multi-family "apartment" dwellings	SE	N	N	P
Multi-family condominium dwelling units	SE	N	N	P
Conversion of a single-family dwelling or other building into not more than two dwelling units subject to the provisions of Section 401. No expansion of the building area shall be made except as necessary for safety.	P	P	P	P
Conversion of a dwelling or other building into multi-family apartments containing more than two dwelling units	SE	N	N	P
Conversion of a dwelling or other building into multi-family condominiums containing more than two dwelling units	SE	N	N	P
Bed-and-Breakfast, rooming, or temporary boarding houses	SE	SE	SE	SE
Customary home occupations and home professional offices	SE	SE	SE	SE
In-home service as a family day care provider	SE	SE	SE	SE
Public or Private Recreational Uses				
Parks designed or intended for passive recreation or open space	P	P	P	P
Areas designed, equipped or intended for non-commercial active outdoor recreation, including but not limited to picnicking, field sports, tennis, swimming and the like.	P	P	P	P
Swimming pool (or beach) conducted as a principal use.	SE	P	P	P
Private or membership clubs or lodges not operated commercially, nor conducted primarily as a business enterprise.	SE	SE	SE	SE
Golf courses	SE	SE	SE	SE
Institutional, Education, and Utility Uses				
Churches and other places of worship	P	P	P	P
Cemeteries	SE	-	-	-
Charitable or religious institutions and licensed nursing homes, or the like. Institutions for human care and the treatment of non-contagious diseases, but excluding prisons and insane asylums.	SE	SE	SE	SE
Group homes: handicapped and safe houses	SE	SE	SE	SE
Meeting or assembly halls for philanthropic, religious, fraternal, civic or other non-profit organizations/corporations (setback requirement)	SE	SE	SE	SE
Civic buildings, including community centers, museums, post offices, libraries, fire and rescue stations and halls and public office buildings erected or used by Federal, State, County or municipal governments or agencies thereof.	SE	P	P	P
Child care centers - licensed or drop-in centers.	SE	SE	SE	SE
Public or private elementary schools or middle schools	P	P	P	P
Public or private high schools or colleges	SE	P	P	P
Retail and Commercial Service Uses				

Printing, photographic processing blueprinting, photocopying and similar reproduction services, and facsimile transmission except publishing	SE	N	N	N
Restaurants and the like, except drive-in and drive-through	SE	N	N	N
Antique Shops	SE	N	N	SE

	TOWN Minimum Lot Area Per Dwelling Unit (sq. ft.)	COUNTY Minimum Lot Per Dwelling Unit (sq. ft.)		
		RS	RU	RM
	TR			
Single-Family detached buildings	10,000	10,000	6,500	7,500
Two-family ("duplex") dwellings and two-family semi-detached dwellings	9,000	6,250	5,000	5,000
Single-family attached ("townhouse") dwellings	4,000	-	-	1,600
Multi-family ("apartment") dwellings	3,600	-	-	2,000
Condominiums	3,600	-	-	2,000



Agenda Report Form

Open Session Item

SUBJECT: Solid Waste Supervisor Consolidation Plan

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: Daniel Divito, Director of Division of Environmental Management; and David A. Mason, P.E. Deputy Director of Environmental Management

RECOMMENDED MOTION: Motion to approve the consolidation plan

REPORT-IN-BRIEF: Division Staff continues to evaluate every opportunity to increase efficiency while controlling/decreasing operational costs. The department experienced a retirement in January of the Assistant Solid Waste Director position. The current Recycling/Operations Coordinator has been fulfilling these duties for the past 7 months. Seeing evidence of this success, staff would like to consolidate these positions into one new position, Superintendent of Landfill and Recycling Operations (Grade 15) non-exempt. This position would be filled by the employee who currently has been performing these duties.

To maintain internal equity within the Division we are requesting to change the status of the other Superintendents to non-exempt. This request affects the positions of Superintendent of Maintenance, Operations, and Collections and addresses the FSLA status of exempt and non-exempt employees. After consultation with the deputy Director of HR and a review of the federal guidelines it is our recommendation that we treat all Superintendents within the Division as working Supervisors eligible for overtime. There is no change in grade or step.

In addition, we request to fill a new part time position, Customer Service Representative (Grade 11).

DISCUSSION: The Maryland Department of the Environment (MDE) requires a supervisor to be on site at all times during landfill operations. We have determined that level of supervision requires a minimum of three (3) supervisory positions. It is anticipated we will be able to accomplish this with current Solid Waste personnel. To satisfy this requirement we are recommending the following:

The position of Superintendent will consolidate responsibilities of both the former Assistant Director and the current Recycling Coordinator and because the additional duties are currently being performed by Tony Drury (Grade 14), Mr. Drury will be promoted to Superintendent Grade 15.

The Customer Service Representative will have supervisory responsibilities for when the Deputy Director or Superintendent is unavailable. This position, when filled, will help to facilitate supervisory coverage as required by our permit. The overall Consolidation Plan as proposed will reduce the number of office staff by one full time position, offset by a part time position and produce savings of approximately \$39,000 per year.

FISCAL IMPACT: \$39K estimated savings for Solid Waste Fund. Cost to change Water Quality Superintendents to non-exempt is determined to be minimal since overtime is strictly controlled and only approved by Deputy Directors.

CONCURRENCES: County Administrator, CFO, HR Deputy Director

ALTERNATIVES: N/A

ATTACHMENTS: Job Description

AUDIO/VISUAL NEEDS: N/A



JOB TITLE:	Superintendent of Landfill and Recycling Operations	GRADE	15
DEPARTMENT:	Solid Waste	FLSA STATUS:	Non-Exempt
REPORTS TO:	Deputy Director of Solid Waste		

GENERAL DEFINITION OF WORK:

Performs responsible professional and administrative functions developing, implementing and coordinating a County wide recycling program; managing the County sponsored recycling programs related to compliance with numerous environmental codes; and meeting the recycling goals as defined by the Maryland Recycling Act. Coordinates landfill activities with Operation Supervisor. Direction is provided by the Deputy Director. Supervision is exercised over subordinate personnel.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Design, implement and manage a variety of County-wide recycling and waste reuse/reduction programs for residential and business customers.
2. Develop and administer a County-wide public education programs on recycling and related solid waste and environmental programs, including educational materials that match curriculum guidelines for teachers,
3. Advises residents/businesses/industries on waste reduction, recycling and solid waste disposal options.
4. Analyzes solid waste and recycling data from business, industry, and government.
5. Supervises monitoring/care of remote and on-site recycling drop off sites, including areas for used motor oil/antifreeze, auto batteries, tires, metals, and cardboard, and composting and mulching operations.
6. Prepares reports required by the Maryland Department of the Environment and for departmental purposes.
7. Provides input and direction in the preparation of the County's Solid Waste and Recycling Plan.
8. Monitors County recycling services contracts. Participates in drafting/reviewing policy for the County's Solid Waste Department.
9. Organizes and manages special recycling and solid waste events. Leads tours of solid waste and recycling facilities. Represents the County as a guest speaker on solid waste/recycling issues.
10. Serves as a liaison for County as directed on related committees.
11. Develops and purchases advertisements and prepares news releases for media. Markets products from composting/mulching operation.
12. Prepares and maintains database of disposal/recycling/waste reduction options for staff and community use.
13. Prepares budgets and requests for proposals.
14. Collaborates with regional Maryland Department of the Environment staff concerning regulatory compliance.
15. Compiles annual reports and submit to State Department of the Environment.
16. Ability to work evenings and weekends as required to perform outreach to the recycling community.
17. Search, apply and institute grants for various Solid Waste and Recycling programs. Prepares reports for Grant Agencies per grant requirements.
18. Interacts with the local business community and residential customers regarding landfill regulations and policies; enforces these regulations and attempts to resolve any complaints/problems.
19. Assures all activity falls within the Maryland Department of Environment (MDE) guidelines to include contractors working outside permit hours, assuring patrons are off site at closing, conducting compliance

- inspections with MDE, etc.
20. Responsible for keeping MSDS book on site up to date and check equipment and facilities for safety.
 21. Investigates accidents, incidents and completes all necessary reports for Human Resources.
 22. Answers questions arising about business waste, scale operations concerns and employee issues.
 23. Assists with interviews and recommendations for hire of new employees. Assists with training of new employees.
 24. Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the practices and techniques of recycling and clean community programs; thorough knowledge of program objectives, procedures and organization; general knowledge of modern office practices, procedures and equipment; ability to devise detailed procedures and methodologies; ability to plan and organize the work of volunteers; ability to communicate ideas effectively, both orally and in writing; ability to prepare reports and records; ability to establish and maintain effective working relationships with associates and the general public.

EDUCATION AND EXPERIENCE:

Possession of an Associate's Degree in Environmental Science, Environmental Management, or a related field, bachelor's degree is preferred; considerable experience in developing and/or managing recycling or waste reduction programs in the public or private sector; experience working with community groups.

PHYSICAL REQUIREMENTS:

This is light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires standing, pushing, pulling, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for depth perception, color perception, preparing and analyzing written or computer data, use of measuring devices, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Possession of an appropriate valid driver's license. Possession of a certification in Managing Municipal solid Waste Recycling Systems, Managing Composting Programs, or similar, or ability to obtain within 2 years of employment.

Revised: 9/2016, 1/2019

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.



JOB TITLE:	Customer Service Coordinator	GRADE	11
DEPARTMENT:	Solid Waste	FLSA STATUS:	Non-Exempt
REPORTS TO:	Deputy Director of Solid Waste		

GENERAL DEFINITION OF WORK:

Provides information and addresses inquiries to customers utilizing the county landfill. Coordinates landfill activities and acts as a temporary supervisor in the absence of the Superintendent of Landfill Operations. This is a part time position and will only be initiated when supervision of landfill cannot be performed by the Deputy Director or Superintendent. Direction is provided by the Deputy Director.

ESSENTIAL FUNCTIONS/TYPICAL TASKS AS OPERATIONS SUPERVISOR:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Answers questions arising about business waste and scale operations concerns'. Temporarily covers supervisor scheduled vacations to keep operation running smoothly.
2. Assists in overseeing the disposal of municipal, commercial and industrial wastes, performing appropriate tests and working with management to resolve any potential problems.
3. Answers the telephone, listens to and resolves complaints. Explains landfill regulations to residents and businesses.
4. Assures all activity falls within the Maryland Department of Environment (MDE) guidelines to ensure permit compliance and to assure patrons are off site at closing.
5. Assists in Investigating accidents, incidents and helps to complete all necessary reports for Human Resources.
6. Weighs and records solid waste. Enters data concerning vehicles entering and leaving, including account number, material code, charges, gross and tare weight, etc. Generates ticket for customers from computer print-out, or manually. Collects fees and makes change for cash customers.
7. Issues refuse permits.
8. Opens and closes scale house.
9. Assists in Maintaining inventory of supplies for scale operation.
10. Answers questions concerning weights and tickets with the ability to deal courteously and tactfully with the public.
11. Directs traffic to proper unloading area. Ensures unloading areas are kept neat and orderly.
12. Visually inspects loads of waste and observes for unacceptable waste. Estimates weight of vehicles based on experience in the event the scales would be out of operation.
13. Performs related work as required.

KNOWLEDGE, SKILLS AND ABILITIES:

General knowledge of the operation of a weigh station; general knowledge of transfer station policies; some knowledge of recycling operations; general knowledge of basic clerical and office procedures; ability to use calculator in making simple arithmetic calculations; ability to write legibly and make written reports; ability to use computer system; ability to maintain detailed records; ability to establish and maintain effective working relationships with associates and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from high school and some general office assistance experience. Prior weighing experience desirable.

PHYSICAL REQUIREMENTS:

This is work requiring the exertion of 50 to 80 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects; work requires stooping, kneeling, reaching, standing, walking, pulling, lifting, fingering, and repetitive motions; vocal communication is required for expressing or

exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for depth perception, color perception, peripheral vision, preparing and analyzing written or computer data, use of measuring devices, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, extreme cold, noise, atmospheric conditions, and oils. The worker may be exposed to blood borne pathogens and may be required to wear specialized personal protective equipment.

SPECIAL REQUIREMENTS:

Possession of an appropriate valid driver's license,

3/2019

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING – Requests by organizations to be added to the list of nonprofit organizations to which the Board of County Commissioners may contribute funds, pursuant to § 1-108 of the Code of the Public Local Laws of Washington County, Maryland (the “1-108 List”)

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDED MOTION: None. The Board may discuss, take action, and/or make any motion after the public hearing is closed.

REPORT-IN-BRIEF: The following organizations have submitted letters of request to be added to the 1-108 List:

Maryland Crime Victims’ Resource Center
Brooke’s House
Rise Up Hagerstown
Conococheague Little League
American Red Cross – Western Maryland Chapter
Leitersburg Ruritan Club, Inc.

DISCUSSION: The approval by the Board of County Commissioners of a request of a nonprofit organization to be added to the list does not assure that the organization will receive funding from the Board; that decision is made separately as a part of the Community Organization Funding process and ultimately the County’s budgetary process.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Letters of Request

AUDIO/VISUAL NEEDS: None.

Maryland Crime Victims' Resource Center, Inc.



Continuing the Missions of the Stephanie Roper Committee and Foundation, Inc.

Email: mail@mdcrimevictims.org • Web Page: www.mdcrimevictims.org

Toll Free: 1-877-VICTIM 1 (1-877-842-8461)

June 28, 2019

Headquarters

1001 Prince George's Blvd
#750
Upper Marlboro MD 20774
301-952-0063 (phone)
877-842-8461 (toll free)
240-929-0526 (fax)

Maryland Offices:

Baltimore

218 E. Lexington Street
#401
Baltimore MD 21201

Calvert County

250 Merrimac Court
Prince Frederick, MD 20678

Carroll; Howard;

Baltimore Counties

5430 Vantage Point Rd.,
Suite E
Columbia, MD 21044

Eastern Shore

310 Gay Street
Cambridge MD 21613

Prince George's Family

Justice Center (partnership)

14757 Main Street
Upper Marlboro, MD 20774

St. Mary's County

43251 Rescue Lane
Hollywood, MD 20636

Western Maryland

59 Prospect Square
#006
Cumberland MD 21502

Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, MD 21740
Attention: Vicki Grimm

Re: Section 1-108(b) list inclusion, letter of request

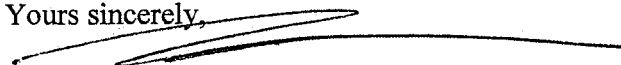
Dear Ms. Grimm,

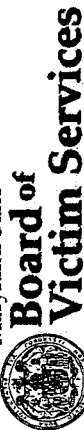
Please include Maryland Crime Victims' Resource Center, Inc., on the list of organizations eligible for funding by the Washington County Board of Commissioners. We advance local crime victims' rights at every stage of the criminal process, from securing charges at the front end to attending parole hearings at the back end, and the myriad issues that arise in between. Those rights, generally, include the rights to notice, to attend criminal proceedings, to address the court, and restitution. We regularly work with local law enforcement and the State's Attorney's office. We want to improve the provision of services to crime victims by securing funding towards the hire of a local assistant or legal advocate.

The relevant state and federal tax documents are attached, along with two brochures, one that includes our organization that law enforcement is required to supply crime victims and another that we use with the public, that can also be found at the local Commissioners' offices.

Please feel free to contact me with any questions or concerns. We appreciate this opportunity.

Yours sincerely,


Johann Wehrle
Staff Attorney for Garrett, Allegany, and Washington Counties
Maryland Crime Victims' Resource Center, Inc.
jwehrle@mdcrimevictims.org
240-335-4013



The Maryland State Board of Victim Services was created by the Maryland General Assembly to address the unique needs of crime victims and to make recommendations for improving state and local crime victim services. To learn more about the State Board go to www.goccp.maryland.gov.

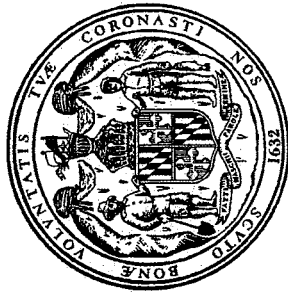
This pamphlet, published by the Maryland State Board of Victim Services and the Governor's Office of Crime Control & Prevention, is designed to provide an overview of crime victims' rights and services. For information specific to your case, contact your local law enforcement agency or State's Attorney's Office. For information on services that may be available to help you as you recover from the crime, please refer to the National/Statewide Crime Victim Resources listed on the back of this pamphlet.

Please keep this pamphlet as a reference.



Printed and Prepared by the Governor's Office of Crime Control & Prevention together with the Maryland State Board of Victim Services

CRIME VICTIMS



AND WITNESSES:

Your Rights and Services

MARYLAND

Complaint/Incident # _____
Officer _____
Badge # _____
Contact Phone # _____

To obtain a written copy of the incident report, please contact the Records Department of your responding law enforcement agency. Costs may vary. Victims of domestic violence are entitled to a copy of the incident report without charge.

As a victim of crime, Maryland Law provides you with specific rights. Know your rights. Know where to receive help.

Introduction

Victims of crime have certain rights under Maryland law. This pamphlet provides general information about rights and services available to assist you through the aftermath of the crime and through the often complex criminal justice process.

In addition to personal losses suffered as a result of a criminal act committed against you, the experience may have created stress, fear and confusion. Victim/witness assistance programs and other local victim assistance programs may provide information, support and assistance to victims outside the formal criminal justice process.

Help Throughout the Criminal Justice Process

Throughout the criminal justice process, and even after its completion, you may experience physical, emotional or psychological distress as a result of your victimization. This is a normal reaction, and help is available in your community. Please refer to the *National/Statewide Crime Victim Resources* section on the reverse side of this pamphlet.

General Victims' Rights

A crime victim is generally defined under Maryland Annotated Code §11-1001(e) of the Criminal Procedure Article as a person who suffers direct or threatened physical, emotional, or financial harm as a result of a crime.

The definition of a victim may vary depending on the right afforded to that person and the type of crime committed.

Maryland Crime Victims' Rights

Under Maryland Law, victims of crime must be:

- Treated with dignity, respect, and sensitivity
- Informed of their rights & how to apply for services
- Notified of crisis intervention and counseling services
- Notified of domestic violence programs and support groups
- Notified of criminal injuries compensation and other social services available
- Informed of protections available to them and how to request protections for their safety
- Informed by the police or the State's Attorney of the arrest of a suspect and closing of the case
- Notified of court hearings and offender custody status
- Permitted to be present and heard at criminal justice proceedings, or request hearings when applicable
- Permitted to seek restitution from their offender(s)
- Permitted to request notice about any DNA profile or report in their case

If you are a victim of crime in Maryland, and need more information about your rights visit, www.goccp.maryland.gov.

STATE CRIME VICTIM SERVICES
VINE

"Victim Information and Notification Everyday (VINE) is a free, anonymous, automated telephone service that provides victims of crime with two important services: information and notification. VINE will provide you with vital court case, custody, parole and probation information for an offender currently involved in the criminal justice system in Maryland."
Toll Free 1-866-634-8463
Website www.vinelink.com

MD Criminal Injuries Compensation Board
The Maryland Criminal Injuries Compensation Board (MCICB) was established to provide financial assistance to Maryland crime victims. Under certain conditions, crime victims or surviving family members of deceased victims may be eligible to be reimbursed for their medical, mental health, and/or funeral expenses and/or lost income resulting from a crime. For further information and assistance in filing, please call the Maryland Criminal Injuries Compensation Board.
Toll Free 1-888-679-9347
Website www.dpscs.state.md.us/victimsvs/cicb/index.shtml

Protective Orders Only

VINE Protective Orders is a free service that allows petitioners to be notified by telephone or email when a protective order has been served, along with other services.
Toll Free 1-877-846-3420
Website www.vinelink.com

Peace and Protective Orders

Peace and protective orders are civil orders issued by a judge or court commissioner to prevent one person from committing certain acts against others. The personal relationship between the respondent and the victim determines which order should be filed. Protective orders generally apply to people in domestic relationships. Peace orders apply to other relationships (dating, neighbors, co-workers, acquaintances, strangers).

A petition for protection from domestic violence may be filed in any District Court or Circuit Court in Maryland. If the clerk's office is open, you must file with the clerk. If the clerk's office is closed, file with a District Court Commissioner. To locate a court, look at www.courts.state.md.us or the government pages of your phone book. Some courthouses have on-site programs to assist victims with safety plans and filing for protection. Find your local domestic violence program by contacting the clerk's office or www.mnadv.org. For other help, call 911 or your local law enforcement agency.

NATIONAL/STATEWIDE CRIME VICTIM RESOURCES

◆ Information ◆ Referrals ◆ Legal Assistance ◆ Counseling ◆ Support Groups

GENERAL VICTIM SERVICES/REFERRALS AND NOTIFICATION

- First Call for Help or 211 MD (410) 685-0525
- Toll Free 1-800-492-0618
- TTY (410) 685-2159
- Website <https://211md.org>
- MD Crime Victims' Resource Center, Inc. (301) 952-0063
- Toll Free 1-877-VICTIM1
- Website www.mdcrimevictims.org
- MD Criminal Injuries Compensation Bd (410) 585-3010
- Toll Free 1-888-679-9347
- TTY/TTD 1-800-552-7724
- Website www.dpscs.maryland.gov/victimsvs/cicb/index.shtml
- MD Department of Human Services
- Toll Free 1-800-332-6347
- Website <http://dhr.maryland.gov/>
- National Center for Victims of Crime
- Helpline 1-855-4-VICTIM
- Website <http://victims.org/>
- Office of the Attorney General (410) 576-6300
- Website www.marylandattorneygeneral.gov
- Pro Bono Counseling Project (410) 825-1001
- Toll Free 1-877-323-5800
- Website www.probonocounseling.org

CHILD ABUSE SERVICES

- Child Protective Services
- Website <http://dhr.maryland.gov/child-protective-services>
- Childhelp
- Toll Free 1-800-4-A-CHILD
- Website www.childhelp.org

DOMESTIC VIOLENCE SERVICES

- Maryland Judiciary Family Law Forms
- Petitions for Protection
- <http://www.courts.state.md.us/family/forms/index.html#petitionforprotection>
- MD Network Against Domestic Violence (301) 429-3601
- Toll Free 1-800-MD-HELPS
- Website www.mnadv.org
- MD Safe at Home Address Confidentiality Program
- Toll Free 1-800-633-9657 ext 3875
- Website <http://sos.maryland.gov/ACEP/Pages/default.aspx>
- National Domestic Violence Hotline 1-800-799-SAFE
- Website <http://www.thehotline.org/>
- TTY For the Hearing Impaired 1-800-787-3224

DRUNK DRIVING SERVICES

- Mothers Against Drunk Driving (MADD)(410) 964-5757
- Toll Free 1-800-446-6233
- Website www.madd.org/local-offices/md/

HOMICIDE SURVIVORS SERVICES &

- LEGAL ADVOCACY SERVICES**
- National Organization of Parents of Murdered Children and Other Survivors of Homicide Victims
- Toll Free 1-888-818-POMC
- Website www.pomc.org

JUVENILE/SCHOOL VIOLENCE RESOURCES

- Department of Juvenile Services
- Toll Free 1-888-639-7499
- Website <http://djs.maryland.gov/Pages/default.aspx>
- National School Safety Center
- Toll Free 1-805-373-9977
- Website www.schoolsafety.us

LEGAL SERVICES

- Civil Justice
- Website (410) 706-0174
- Legal Aid Bureau, Inc
- Toll Free 1-800-666-8330
- Website www.mdflab.org
- MD Volunteer Lawyers Service (410) 547-6537
- Toll Free 1-800-510-0050
- Website www.mvls.org
- People's Law Library of Maryland
- Website <https://www.peoples-law.org>

SEXUAL ASSAULT SERVICES

- MD Coalition Against Sexual Assault (301) 328-7023
- Toll Free 1-877-496-SALI
- Website www.mcaso.org
- Rape, Abuse & Incest National Network (RAINN) Hotline 1-800-656-HOPE
- Website www.rainn.org
- Sexual Assault Legal Institute (SALI) (301) 565-2277
- Toll Free 1-877-496-SALI
- Website www.mcaso.org

- STATE CORRECTIONS VICTIM NOTIFICATION**
- MD Dept. of Public Safety & Correctional Services
- Website <http://news.maryland.gov/dpscs/home/>
- MD Division of Correction (410) 585-3300
- Toll Free 1-866-606-7789
- MD Division of Parole & Probation (410) 585-3500
- Toll Free 1-877-227-8031
- MD Parole Commission (410) 585-3200
- Toll Free 1-877-241-5428
- MD Sex Offender Registry
- Website www.socem.info

STATE'S ATTORNEYS' OFFICES IN MARYLAND
www.mdsaa.org

- Allegany County (301) 777-5962
- Anne Arundel County (410) 222-1740
- Baltimore City (410) 984-6000
- Baltimore County (410) 887-6600
- Calvert County (410) 535-1600
- Ext. 2369
- Caroline County (410) 479-0255
- Carroll County (410) 386-2671
- Cecil County (410) 996-5335
- Charles County (301) 932-3350
- Dorchester County (410) 228-3611
- Frederick County (301) 600-1523
- Garrett County (301) 334-1974
- Harford County (410) 638-3500
- Howard County (410) 313-2108
- Kent County (410) 778-7450
- Montgomery County (240) 777-7300
- Prince George's County (301) 952-3500
- Queen Anne's County (410) 758-2264
- St. Mary's County (301)-475-7844
- Ext. 4500
- Somerset County (410) 651-3333
- Talbot County (410) 770-8060
- Washington County (240) 313-2000
- Wicomico County (410) 548-4880
- Worcester County (410) 632-2166



Brooke's House
17670 Technology Boulevard
Hagerstown, MD 21740

Office of the County Attorney
Attn: Vicki Grimm
100 W. Washington Street
Suite 1101
Hagerstown, MD 21740

June 7, 2019

Dear Office of the County Attorney:

Brooke's House, Inc., is a 501(c)(3) not-for-profit organization whose mission is to inspire and empower women suffering from the disease of addiction. Our goal is to provide a safe, stable and emotionally supportive environment for women to live during the early stages of their recovery.

Of the 1,089 people who died from an opioid overdose in 2015 were Marylanders and were among more than 33,000 nationally, according to the CDC. In 2016, opioid-related deaths in the state of Maryland rose 70 percent. Part of this troubling trend in our community is the increased appearance of fentanyl, a synthetic opioid that's up to 50 times more potent than heroin.

Through social programs, structure, counseling, education, public awareness and participation in community events, Brooke's House will continue to address the addiction epidemic in our community.

Brooke's House would like to be included on the list of organizations eligible for funding by the Board of County Commissioners of Washington County, Maryland, pursuant to Section 1-108(b) of the Code of the Public Local Laws of Washington County, Maryland.

Sincerely,

Kevin Simmers

Kevin Simmers
Founder/Executive Director
Brooke's House



Rise Up Hagerstown Corporation

PO Box 3527, Hagerstown, Maryland 21742
240.347.1850 * info@riseuphagerstown.org
www.riseuphagerstown.org



3 June 2019

Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, MD 21740

ATTN: Kimberly Jacobson
kjacobson@washco-md.net
240.313.2234

Dear Office of the County Attorney and Board of Commissioners,

Rise Up Hagerstown Corporation, a nonprofit human services organization dedicated to providing second-chance education opportunities to persons within our region who have overcome addiction or incarceration or abuse in their life journey requests to be considered for inclusion on the list of organizations eligible for funding by the Board of Commissioners of Washington County, Maryland, pursuant to Section 1-108(b) of the Code of Public Local Laws of Washington County, Maryland.

We understand that if our request is approved, receipt of any funds is not guaranteed but makes us eligible for funding requests through the Community Organization Funding process and is determined ultimately by the County's budgetary process.

Please find attached the following documentation as enclosures to assist you in the decision-making process:

1. IRS Letter 947, Letter of Determination
2. Employer Identification Number
3. Incorporation with the State of MD (Articles of Incorporation)
4. Organization Bylaws
5. 2019 Budget
6. Brochure
7. Scholarship Flyer

Sincerely,

Michael W. Jones

Michael W. Jones
Treasurer

We believe in second chances because everyone deserves the opportunity to soar!

Rise Up Hagerstown Corporation Bylaws

Amended 16 November 2018

I. Name

1. The name of the organization/agency/group shall be Rise Up Hagerstown Corporation, doing business as Rise Up Hagerstown.

II. Officers

1. The officers of the board shall consist of a Chair, Vice-Chair, Secretary, and Treasurer nominated by the Board.
2. Elected officers will serve a term of one year.
3. The officer duties are defined by position as follows: (a)The Chair shall preside at all Board meetings, appoint committee members, and perform other duties as associated with the office. (b)The Vice-Chair shall assume the duties of the Chair in case of the Chair's absence. (c)The Secretary shall be responsible for the minutes of the Board, keep all approved minutes in a minute book, and send out copies of minutes to all. (d) The Treasurer shall keep record of the organization's budget and prepare financial reports as needed.

III. Committees

1. The Board may appoint standing and ad hoc committees as needed.

IV. Meetings

1. Regular meetings shall be held monthly on a day specified by the board, unless otherwise specified by the officers.
2. Special meetings may be held at any time when called for by the Chair or a majority of officers.
3. Meeting notes shall be provided within 7 days of the last meeting.

V. Voting

1. Passage of a motion requires a simple majority (at least two-thirds of voting members present).

VI. Conflict of Interest

1. Any member of the board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his seat and refrain from discussion and voting on said item.

VII. Fiscal Policies

1. The fiscal year of the board shall be January 1st through December 31st.

VIII. Amendments

1. These by-laws may be amended by a two-third vote of Board members present at any meeting provided a quorum is present and provided a copy of the proposed amendment(s) are provided to each Board Member at least one week prior to said meeting.



Rise Up Hagerstown Budget

January 1st 2019 - December 31st 2019

Income

Grants, Donations, Sponsorships, & Fundraisers

Neighbors In Need Grant	\$ 10,000	Received
Local foundations grants and businesses support	\$ 1,000	Received
Other foundations, businesses and grants	\$ 20,000	Still Needed
Private & Individual Donors	\$ 4,000	In Process
Trinity Grant	\$ 10,000	Approved, In Process
Total Income	\$ 45,000	

EXPENSES

Administration Expenses:

Telephone/Internet	\$ 600
Postage	\$ 100
Web Hosting + Domain	\$ 250
Office Supplies	\$ 400
Office Printing/Reproduction (Toner)	\$ 200
Office Equipment (equipment, furniture...)	\$ 3,000
Other Administration Expenses	\$ 500
Total Administration Expenses	\$ 5,050

Facility Expenses:

Rent (Facility Rent, Storage Rent, Office Rent)	\$ 3,000
Maintanance	\$ 1,000
Utilities	\$ 500
Insurance	\$ 1,500
Total Facility Expenses	\$ 6,000

Advertising and Promotional Expenses:

Advertising & Signage (Traditional & Online Advertising, & Signage for festivals, & community events)	\$ 2,500
Promotional Items and Sponsorships	\$ 3,000
Fundraising Supplies, Promotions, and Campaigns	\$ 1,000
Total Advertising/Promotional Expenses	\$ 6,500

Contingency Reserve:

Reserve for Contingencies	\$ 1,000
Total Reserve for Contingencies	\$ 1,000

Programming Expenses:

Scholarships	\$ 26,400
Total Reserve for Contingencies	\$ 26,400



Rise Up Hagerstown Budget
January 1st 2019 - December 31st 2019

SUMMARY STATEMENT

Income & Expense Analysis:

Sources of Income:

Grants & Sponsorships	\$ 41,000
Donors	\$ 4,000
Fundraisers	\$ -
Total Income	\$45,000

Expenses:

Administration Expenses	\$ 5,050
Facility Expenses	\$ 6,000
Advertising/Promotional Expenses	\$ 6,500
Contingency Reserve	\$ 1,000
Program Services, Scholarships	\$ 26,400
Total Expenses	44,950

Cash Position Analysis:

Operations Net Cash Position <small>(Income minus Expenses)</small>	\$50
Investing Net Cash Position	-
Financing Net Cash Position	-

Period Net Cash Position <small>(Operations Net Cash Flow + Investing Net Cash Flow + Financing Net Cash Flow)</small>	\$50
Cummulative Net Cash Position <small>(Last Periods Ending Position + Proposed Periods Net Cash Position)</small>	-



www.riseuphagerstown.org

240.347.1850

info@riseuphagerstown.org

[@RiseUpHagerstown](https://www.facebook.com/RiseUpHagerstown)

SCHOLARSHIPS AVAILABLE!

Rise Up Hagerstown is accepting second-chance scholarship applications now through July 15th for full-tuition first-year scholarships to Barr Construction Institute in Hagerstown, MD. Scholarships are available to persons who have overcome addiction or incarceration or abuse. Applicants must be 18 or older, and reside in the Washington County, MD, tri-state area. Learn more and get your application packet at www.riseuphagerstown.org/scholarship.

Rise Up Hagerstown seeks to enable, empower, and promote opportunities for our neighbors to realize their social and economic potential regardless of their past by rising up through second-chance education.

Overcoming obstacles should be rewarded! Your history shouldn't hold you back. Get the training you deserve and improve your quality of life by rising above minimum wage. You are a survivor, rise up today and apply.

If you need a hard copy of the application or assistance completing the application, contact us by phone or email listed above.

GET INVOLVED

- ✚ Share the vision with others via word of mouth, social media, and email.
- ✚ Support Rise Up Hagerstown events.
- ✚ Consider making a financial contribution and/or ShopFund for Rise Up Hagerstown using iGive.com or GoodShop.com for your online shopping.
- ✚ Make GoodSearch.org your search engine and SearchFund for Rise Up Hagerstown with every online search.
- ✚ Volunteer your time and/or talent(s).
- ✚ Be compassionate to your neighbor always!

SCHOLARSHIPS

Scholarships available for persons who have overcome addiction, incarceration, or abuse. Information available at:

www.riseuphagerstown.org/scholarship

We believe in second chances!

Contact Us



240.347.1850



PO Box 3527, Hagerstown MD 21742-3527



www.riseuphagerstown.org

info@riseuphagerstown.org

Facebook: @RiseUpHagerstown

The greatest glory isn't when you win... It is when you rise back up after falling.

*Everyone Deserves a Chance to Soar!
#SecondChances*



OUR MISSION

EMPOWERING OUR NEIGHBORS

To enable, empower, and promote opportunities for poor, marginalized and oppressed families and individuals of all abilities to develop their full potential, to contribute to society, and to realize social and economic opportunities. In short, to rise up. RiseUp exists to address problems that create a permanent poverty class in the Hagerstown, Maryland tri-state area through effective and innovative services that help achieve economic and personal independence through education, employment, and safe and healthy environments. Committed to preserving, enhancing, and enriching the quality of life for all people by assisting persons in need with the acquisition of requisite education by providing financial and emotional resources, so that they can begin a new career and better their life.

A Nonprofit You Can Trust

Organization Transparency

A verified 501(c)(3)

www.guidestar.org/Profile/9722162

Donate Today on Facebook or at www.riseuphagerstown.org/donate

ABOUT

Rise Up Hagerstown a nonprofit human services organization is committed to empowering our neighbors and is built on a solid foundation:

Psychological Foundation: According to Maslow's Hierarchy, Psychological needs (food, warmth, water, rest) and safety needs (safety and security) and the basis of shalom, followed by esteem, belonging and self-actualization. This means that to be fully happy, the most basic needs a person has are food, shelter, safety, etc.... These needs surpass all others. Wishing someone well and NOT caring for their most basic needs leaves them unfulfilled.

Sociological Foundation: The three biggest issues facing Washington County are joblessness, drug addiction and incarceration. These three issues are often co-mingling, that is, they exist together. There is a lack of second chance opportunities for people who have struggled with addiction, lack of education, imprisonment, mental health issues. The more people are given a chance to better their life, the more everyone succeeds. The more people fall through the cracks, the more everyone fails. It benefits everyone to see others succeed.

- As a 501c3 non-profit foundation, Rise Up Hagerstown works with local, state and national organizations to provide education and resources for those who need a new start in life.
- Through grants, foundations, and private philanthropic gifts, Rise Up Hagerstown seeks to provide scholarships, and other financial and emotional support to persons seeking job training and who have demonstrated requisite preparedness for such training.
- Partnered with Barr Construction Institute of Associated Builders and Contractors Cumberland Valley Chapter to provide full-tuition scholarships to persons who have overcome adversity in 3 target groups to get the training they need to rise above minimum wage in a skilled trade.



Like the phoenix, I rise



WELCOME TO THE HOME OF THE
Conococheague Little League



Conococheague Little League
P.O. Box 203, Williamsport, Maryland 21795
Federal Tax ID: 52-1331438
Little League Baseball, Inc. ID: 231688231

MD State Tax Exemption No.: 31201379
Little League Baseball, Inc. Group Exemption No.: 3158

May 1, 2019


On behalf of Conococheague Little League (CLL), we would like to be considered for inclusion on the Section 1-108 List as a part of the Community Organization Funding process.

Conococheague Little League is now 62-years old since its humble start in 1954. CLL offers t-ball, minor, major baseball plus 50/70 Intermediate, Junior and Senior baseball leagues. Conococheague Little League has hosted the River City Classic since 1987, a tournament that attracts some of the most competitive 9&10-year-old All Star teams in the area. Over the years, CLL has hosted Maryland State Little League Tournaments bringing teams from all over the state to compete in Williamsport, Maryland. This year, CLL will be hosting the Maryland State Little League 50/70 Intermediate Division Championship.

Conococheague Little League (CLL) currently has over 200 youth members with approximately 70 adult volunteer members. We are a well-organized league and provide enjoyable experience for our youths. Currently, CLL maintains and uses three facilities. The facilities (fields) are located at Ebersole Field in Byron Memorial Park, Billy Doub Field in Doub Park, and Nelson F. Deal Field at Ballpark Drive. Our current budget has a shortfall and due to field maintenance and playing safety issues we recently had to receive a loan in order to provide new playing field to Ebersole and Nelson Deal fields. Therefore, additional funding is needed.

Conococheague Little League is a chartered member under Little League Baseball, Inc. and covered under Little League Baseball, Inc.'s Federal Group Exemption Number 3158. Therefore, CLL is a 501(c) (3) non-profit organization that strives to keep costs down for our families so any youth who wishes to participate are able to do so and not be limited financially. Therefore, fundraising and donations from our community is an integral part of our organization and mission.

Due to our organization being a volunteer and non-profit, the need for additional funding is critical. Your funding will help ensure our league stays solvent in order to provide a safe and enjoyable experience for our youth members. Any additional support would be greatly appreciated. Please if you have any questions or need further information, just contact us.



Stephen A. Cutter
Vice President
Conococheague Little League
Williamsport, MD 21795
410.598.6679

Attachments:
Determination Letters – 2 pages
Good Standing documents – 2 pages
Articles of Incorporation – 3 pages
2018-2019 budget – 1 page

Conococheague Little League
PO Box 203, Williamsport, Maryland 21795
WWW.CONOCOCHEAGUELITTLELEAGUE.ORG



**American
Red Cross**

Western Maryland Chapter
1131 Conrad Court
Hagerstown, MD 21740
301-739-0717
www.redcross.org/wmd

Office of the County Attorney
Ms. Vicki Grimm
100 West Washington Street, Suite 1101
Hagerstown, MD 21740

January 22, 2019

Dear Ms. Grimm,

On behalf of the American Red Cross of Western Maryland, we write to request our inclusion on the Washington County Board of County Commissioner's recognized non-profit list (108 list).

Please find the following documents included to support our request.

- 1) Summary of Organizational Background and Activities
- 2) Tax-except 501(c)(3) status certificate
- 3) Comptroller of Maryland Sales and Use Tax Exemption Certificate
- 4) Letter explaining "American Red Cross" listing in Maryland State Department of Assessments and Taxation
- 5) Good Standing Certificate

Thank you very much for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Gayle Burns".

Gayle Burns

Regional Philanthropy Officer

Gayle.burns@redcross.org

410-689-9313

American Red Cross of Western Maryland Organizational Background and Activities

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. We carry out this mission, through five complementary service-delivery areas--Disaster Cycle Services, Health and Safety Services, Biomedical Services, Service to the Armed Forces and International Services.

Founded in 1881, the American Red Cross is the nation's largest, independent, nonprofit humanitarian organization helping people prevent, prepare for, respond to and recover from all types of emergencies. We operate in accordance with our congressional charter received in 1905, which sets forth our purposes. We are congressionally mandated but not a Federal line item. Red Cross services are a gift from the community to the community, and the Western Maryland Chapter serves Washington, Frederick, Carroll, Montgomery and Garrett counties.

Any and all residents of in the Western Chapter footprint who experience a disaster are eligible for services. We make no discrimination in those that we serve. Disaster relief is provided free of charge regardless of age, income, race, or ethnicity 24 hours a day, 365 days a year.

Volunteers are 98% of the Red Cross work force; they are our team members and treated as such; which results directly in the care and compassion used in responding to our communities' needs. Our volunteers are recruited, oriented, trained, and mentored by staff and volunteers using Red Cross best practices. We currently have 355 trained and active volunteers living and serving in the Western Maryland footprint; 68 residents of Washington County.



Western Maryland Fact Sheet

Fiscal Year 2018

July 1, 2017 - June 30 2018



Red Cross volunteers assisting CSX clients who were displaced during the CSX train derailment in Garrett County Maryland.

The American Red Cross is dedicated to preventing and alleviating human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors. The pillars of Red Cross services are:

- Disaster prevention, relief and recovery assistance
- Collection, processing and distribution of about 40 percent of the nation's blood supply
- Health and safety education and training
- Support for members of the military, veterans and their families
- Delivering international disaster aid and eliminating global disease

The American Red Cross Western Maryland Chapter serves Allegany, Carroll, Frederick, Garrett and Washington counties.



Maintained a workforce of 342 Red Cross volunteers



Assisted 276 families who survived a disaster like a home fire/flood



Installed 282 free smoke alarms for the Home Fire Campaign



Provided 1,679 services to military members veterans and families



Enrolled 8,000 people in first aid/CPR/AED



Collected, processed and distributed more than 20,750 units of blood

American Red Cross Western Maryland Chapter
1131 Conrad Ct. Hagerstown, MD 21740

redcross.org/wmd | 301-739-0717

Like us on Facebook @ARCWMD | Follow us on Twitter @RedCrossGCR

Our impact

Last year...



1,557 families

were assisted by Red Cross volunteers after they lost everything in a disaster.



55,875 individuals

were trained in lifesaving Red Cross techniques.



4,310 cases

were opened to provide emergency assistance to military members and their families.



2,195 households

were made safer after smoke alarms were installed as part of the Home Fire Campaign.



95,054 units

of blood were collected from generous donors across the Region.

We offer hope

Central Maryland
4800 Mount Hope Drive
Baltimore, MD 21215
(410) 624-2000

Delmarva
100 West 10th Street
Suite 401
Wilmington, DE 19801
(302) 656-6620

Southern Maryland
80 West Street
Suite A
Annapolis, MD 21401
(443) 422-5053

Western Maryland
1131 Conrad Court
Hagerstown, MD 21740
(301) 739-0717

To learn more visit us at redcross.org/GCR,
[facebook.com/RCChesapeake](https://www.facebook.com/RCChesapeake)
or [@RedCrossGCR](https://twitter.com/RedCrossGCR)



American Red Cross
Greater Chesapeake Region



American Red Cross
Greater Chesapeake Region



The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

How we help

Disaster Response We help people affected by disasters ranging from home fires to hurricanes by providing food, shelter, essential relief supplies and comfort and hope.

Preparedness Education We teach families, people in classrooms, organizations and corporations how to Be Red Cross Ready for disasters and emergencies by taking simple steps to get prepared.

Service to the Armed Forces We connect families and veterans with resources in response to emergencies, train military families in coping and resiliency skills, and supply recreational and therapeutic support in military and VA health care facilities.

Health and Safety Training We teach vital lifesaving skills in first aid/CPR/AED, babysitting, water safety and pet first aid.

International Humanitarian Services We coordinate fundraising for measles vaccines, educate youth about the Geneva Conventions and provide international tracing and messaging for loved ones separated by armed conflict.

Blood Services We are the largest supplier of blood in the U.S. We ensure that lifesaving blood and blood products are available for patients in need.

Get involved

Volunteer Red Cross volunteers touch lives every day. They are as diverse as the people receiving Red Cross services. It takes all kinds of people to make this organization work—different ages, different backgrounds and different skills. Learn more at redcross.org/gcr/volunteer

Donate Your financial support ensures the Red Cross can continue to provide assistance down the street, across the country and around the world. It also aligns you with one of the most trustworthy, socially responsible helpful and friendly humanitarian organizations in the U.S. To learn more about how you can contribute, call us at **(410) 624-2030**





LEITERSBURG RURITAN CLUB, Inc.

21427 Leiter Street, Hagerstown, MD 21742

www.leitersburgruritan.org

Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, MD 21740
Attn: Vicki Grimm

7/21/2019

The Leithersburg Ruritan Community Center Board of Directors is asking to be added to the list of organizations eligible for funding by the Board of County Commissioners of Washington County.

The Leithersburg Ruritan Community Center is a non-profit 503C-3 organization created for the purpose of building and maintaining new Community Center and maintaining current Ruritan Community Park. The park is an important resource for the citizens of Leithersburg and Smithsburg and is used on a regular basis by citizens and youth organizations such as Smithsburg Youth Athletics, Boy Scout and Girl Scout troops, Special Olympic athletes and the Leithersburg Volunteer Fire Company. The park's athletic field, volleyball and basketball courts and playground are free for the citizens of Washington County to use and enjoy.

Currently the park mowing, maintenance, electricity, water and state taxes and insurance are paid for by the Ruritan through fundraising activities and a small usage fee for renting the pavilion. However, with the addition of the new building and other improvements to the park, such as internet and security cameras, our costs to maintain the park have increased. We hope that you will consider funding our organization so that we may continue providing this valuable asset for the community.

Sincerely,

George Souders

George Souders, President

240-527-9715

president@leitersburgruritan.org



Open Session Item

SUBJECT: Approval of By-Laws for the Community Organization Funding Committee

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: Susan Buchanan, Director, Office of Grant Management; and Krista Hart, County Clerk

RECOMMENDED MOTION: To approve the bylaws of the Community Organization Funding Committee (Committee) as presented.

REPORT-IN-BRIEF: The purpose of the Board is to render a fair and ethical review of all Community Organization Funding grant applications submitted by eligible non-profit organizations and make annual allocation recommendations to the Commissioners no later than January 15th (current by-laws) of each year.

The committee shall be comprised of one, ex-officio, non-voting chair from the Office of Grant Management and five (5) voting members appointed by the Commissioners, each having one (1) representative. Member terms shall be consecutive with Commissioner terms, not to exceed two (2) consecutive terms.

DISCUSSION: After a review of the by-laws, last adopted in 2012, Ms. Buchanan and Ms. Hart agreed several factors as written would need to be updated. Under former By-Law Three, Membership - it was written that voting members could not serve on any boards or hold leadership roles in any organizations currently receiving funding allocations or requesting funding allocations. (this made approving members difficult). This topic was changed to state that a voting member shall abstain from any voting process in which that members serves on the board, or holds a leadership role in any organization currently receiving funding allocations or requesting funding allocations. (Grant Management will maintain an abstention log). Additionally, we are requesting that the term be changed from a two (2) year term to a four (4) year term, which would run consecutively with the Commissioners term. This would alleviate the need for the Commissioners to reappoint a member every two years and would allow their selection to run the full term, as the Commissioner.

FISCAL IMPACT: None

CONCURRENCES: Krista Hart, County Clerk; Susan Buchanan, Director, Office of Grant Management;

ALTERNATIVES: Revise the proposed bylaws.

ATTACHMENTS: DRAFT by-laws, 2012 By-laws



WASHINGTON COUNTY COMMUNITY ORGANIZATION FUNDING COMMITTEE

BYLAWS

(in accordance with Policy PR-22, Boards and Commissions)

Article I

Name and Principal Office

The name of the Committee is the Washington County Community Organization Funding Committee (the Committee). The principal office of the Committee is located at the Washington County Administration Building, 100 West Washington Street, Suite 2200, Hagerstown, Maryland.

Article II

Mission Statement

The Committee shall have the responsibility to render a fair and ethical review of all Community Organization Funding grant applications submitted by eligible non-profit organizations.

Article III

Priorities

The Committee shall:

- A. Be responsible for the review and evaluation of annual general fund requests submitted by community based, non-profits;
- B. Approve, revise, and/or amend policies and procedures as needed to conduct the review and evaluation of applications received;
- C. Make allocation recommendations to the Board of County Commissioners (Commissioners) consistent with annually established County priorities; and,
- D. Make annual allocation recommendations to the Commissioners no later than March 1st of each year.

Article IV

Membership

- A. **Composition.** The Committee shall be comprised of one (1) ex-officio, non-voting chair, representing the Office of Grant Management and five (5) voting members appointed by the Commissioners (with each Commissioner having one (1) representative. A voting member shall abstain from any voting process in which that member serves on the board of directors or holds a leadership position in the organization currently under review for, or requesting funding allocations (an abstention log shall be recorded and maintained by the Office of Grant Management). Committee members, as representatives for the community, agree to act in the community's best interest. Improper use for personal gain of any confidential information acquired through a member's position on the Committee may be grounds for removal from the Committee by the Commissioners.
- B. **Terms.** Terms of the individual voting members shall be four (4) year, not to exceed two (2) consecutive terms (to coincide with the Board of County Commissioner terms). A partial

term shall not be applied to the term limits.

C. Termination of Membership and Vacancies

1. Membership on the Committee may be terminated by voluntary withdrawal or removal by the Commissioners. Any member may withdraw from membership by giving written notice to the Committee chair of such intention;

2. The Committee may recommend to the Commissioners that the membership of an individual member be terminated based on one or more of the following criteria:

- a. inadequate attendance including excused and unexcused absences;
- b. breach of confidentiality; or,
- c. action/behavior that is inappropriate or inconsistent with County policy.

3. The Commissioners shall have the authority to remove any member of the Committee at any time when, in its sole and absolute discretion, the best interest of the community shall be served; and,

4. Any vacancy occurring in the Committee for any reason shall be filled for the unexpired term by the Commissioners.

**Article V
Officers**

A. **Elective Officers.** Members of the Committee shall elect from their members a vice-chair during the first meeting of the Committee and thereafter annually; the candidate with the majority of votes cast shall be elected. Notwithstanding any provision of these bylaws, no member may simultaneously hold more than one office. The officers shall have the duties and powers usually attendant upon such officers and other duties and powers not inconsistent herewith as may be provided by the Committee and/or the Commissioners.

B. **Terms.** The vice-chair shall take office immediately upon election and shall serve for a term of one (1) year. The vice-chair is eligible for re-election for one additional one (1) year term. At the end of the second year served, the vice-chair must take a minimum of one year off from holding office on the Committee. Vacancies in this office must be filled for the balance of the term of such office by the Committee at a special meeting.

C. **Chair.** The Chair shall:

1. Be the Director of the Office of Grant Management or the Director's designee;
2. Preside as the chief officer of the Committee and be present at all meetings of the Committee;
3. Serve as a non-voting, ex-officio member of the Committee;
4. Serve as an ex-officio member of all sub-committees;
5. Communicate to the Committee such matters and make such suggestions in the chair's opinion which will promote the welfare and increase the effectiveness of the Committee and shall perform such other duties as are necessary to the office;
6. Ensure that an abstention log is made of any such abstention exercised pursuant to Article IV, A. of these by-a

D. **Vice-Chair.** The vice-chair shall perform all duties of the chair during his or her absence. The vice-chair shall be a member ex-officio of all sub-committees.

E. **Officer Removal, Resignation, and Vacancies**

1. The Committee may recommend to the Commissioners that a member serving as an officer be removed from his or her officer position based on one or more of the following criteria:

- a. inadequate attendance including excused and unexcused absences;
- b. breach of confidentiality; or,
- c. actions/behavior that in the opinion of the Committee is inappropriate or inconsistent with policy.

2. The Commissioners shall have the authority to remove any member from an officer position of the Committee at any time when, in its sole and absolute discretion, the best interest of the community shall be served; and,

3. In the event of an officer vacancy that is caused by removal, resignation, or any other reason, the Committee shall elect a member to fill the vacancy. The election shall take place at the next regularly scheduled meeting following the effective date of the vacancy. A member elected to fill a vacancy shall serve out the remainder of the officer's term left vacant. The partial term served shall not be applied to the term limits.

Article VI
Meetings

A. **Meetings.** Meetings shall be held at such times scheduled by the Committee, for the purpose of receiving requests and the transaction of other business. Meetings shall be subject to the Open Meetings Act and members of the public shall be permitted to attend all meetings except as provided by law. General parliamentary rules, as set forth in Robert's Rules of Order, as amended from time to time, shall govern, when not in conflict with these bylaws. Each member of the Committee shall be notified at least one (1) week before any changes in time or date of meetings.

B. **Quorum.** A majority consisting of three (3) members of the Committee, when present at any meeting, shall constitute a quorum. If such a majority is not present at any time, the presiding officer shall adjourn the meeting until a quorum is present.

D. **Special Meetings.** Special meetings of the Committee may be called at any time by the Chair, or upon the written request of two (2) members of the Committee or at the request of the Commissioners. A minimum of at least one (1) week notice of any special meeting must be given to the members of the Committee and the notice must state the objectives of the meeting.

Article VII
Amendments to Bylaws

These bylaws may be amended, repealed, or altered, in whole or in part, by the Commissioners, in their sole and absolute discretion. If such an amendment or change is proposed by the Committee, such proposal must be submitted in writing and approved at a meeting of the Committee. Such proposed amendments shall be recommended to the Commissioners only if the proposal receives a quorum vote of the Committee.

Adopted this _____ day of _____, 2019

APPROVED BY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, County Clerk

Jeffrey A. Cline, President

Approved for legal sufficiency:

Kirk C. Downey, County Attorney

DRAFT



Open Session Item

SUBJECT: Hagerstown Urban Improvement Project-Grant Agreement and Amended Sub-Recipient Agreement Review and Approval

PRESENTATION DATE: August 27, 2019

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

RECOMMENDED MOTION: Move to approve the presented sub-recipient agreements for execution to the Urban Improvement Project (UIP) partners for consideration and formal approval by their respective Boards; Allow for non-substantive modifications to the sub-recipient agreements with the concurrence of the County Attorney; and upon execution of all three sub-recipient agreements, approve the execution of the Fiscal Year 2019 Capital Projects Grant Agreement between the State of Maryland (Funder), the County.

REPORT-IN-BRIEF: In 2018, the Hagerstown Urban Improvement Project received a \$1.5 million Maryland Capital Bond Bill award. This was the first of five years of Capital Bond Bill funding totaling \$7.5 million. The Bond Bill language designated Washington County as the Grantee and The Maryland Theatre, Washington County Board of Education, and the University System of Maryland-Hagerstown as the beneficiaries. As the grantee, the County entered into a sub-recipient agreement with the beneficiaries. Revisions to the sub-recipient agreement are necessary to accurately reflect allocation of funds and allow flexibility to maximize the use of all grant funds. The revisions will ensure that the UIP project utilizes the maximum amount of State funding provided through the Capital Bond bill within the restrictions of eligible costs and prevailing wage requirements. Discussions with Washington County Public School staff have indicated that the BIFSA project will not have sufficient eligible costs to utilize their \$2.5 million allocation of bond bill funding. In addition, the Maryland Theatre is restricted on accepting additional State bond bill funding in excess of \$5,000,000 due to Maryland prevailing wage requirements. Should approval be provided upon the agreements presented herein, any substantive requests from sub-recipients will be brought before the Board for formal approval.

DISCUSSION: The sub-recipient agreements approved in 2018 for Maryland Capital Bond Bill require revisions to accurately reflect the allocation of funds for all five years of funding and to ensure that all funds can be directed to each component of the Urban Improvement Project as needed. The proposed changes to the document are outlined the chart below.

Year	Amount	Modification
Year 1 2018	\$1,500,000	No revision needed – the entire amount is allocated to the BIFSA project

Year 2 2019	\$750,000	<p>Amount of grant changed from \$500,000 to \$750,000 to reflect 2019 Capital Bond Bill Agreement.</p> <p>\$345,255 will be directed to the County for reimbursement to reimburse the portion of the design expenses for the Maryland Theater expansion paid by the County.</p> <p>\$250,000 will be designated for reimbursement to County for \$5,000,000 forward funding loan to the Maryland Theatre.</p> <p>The remaining balance (\$154,745) will be directed to the BOE conditioned upon the Boards need for the funds</p> <p>If the BOE does not utilize the funds, they will be directed to the Theatre and/or any other component of the UIP including the Plaza as recipient of the funds based upon need and ability to accept State funds.</p>
Year 3 2020	\$500,000	Will be designated for reimbursement to County for \$5,000,000 forward funding loan to the Maryland Theatre, BOE, or any other UIP component including the Plaza as recipient.
Year 4 2021	\$2,500,000	Will be designated for reimbursement to County for \$5,000,000 forward funding loan to the Maryland Theatre, BOE, or any other UIP component including the Plaza as recipient.
Year 5 2022	\$2,250,000	Will be designated for reimbursement to County for \$5,000,000 forward funding loan to the Maryland Theatre, BOE, or any other UIP component including the Plaza as recipient.

FISCAL IMPACT: The execution of the sub-recipient agreements and the Capital Grant Agreement will allow the County to receive reimbursement for \$345,255 for design costs.

CONCURRENCES: County Attorney, Chief Financial Officer

ALTERNATIVES: Failure to amend sub-recipient agreements may prevent the County from utilizing all grant funds.

ATTACHMENTS: Capital Projects Grant Agreement, Draft Sub-Recipient Agreements

AUDIO/VISUAL TO BE USED: N/A

CAPITAL PROJECTS GRANT AGREEMENT

This Agreement ("**Agreement**") is entered into this ___ day of _____, 20___, by and between the State of Maryland ("**State**"), acting through the Board of Public Works (**BPW**), and Board of County Commissioners of Washington County, 100 West Washington Street, Room 1101, Hagerstown, Maryland 21740 ("**Grantee**"), whose federal taxpayer identification number is _____.

Recitals

- A. Grantee has requested grant assistance from the State and has completed the Capital Projects Grant Application.
- B. The General Assembly has authorized this Grant titled Hagerstown Revitalization provided that Grantee expends the money only for the purposes outlined below.

Therefore, the State and Grantee agree as follows:

1. Purpose. Grantee may use grant funds for the following purpose only ("**Project**"): For the planning, design, construction, and capital equipping of the renovation and expansion of the Maryland Theatre and the Barbara Ingram School for the Arts (Urban Educational Campus) and for the University System of Maryland at Hagerstown.
(See **Enabling Act**: DGS Item 142, Chapter 9 of the Laws of Maryland 2018 which is incorporated herein by reference.)
2. Grant. After the BPW approves this Agreement, the State shall periodically provide grant funds ("**Grant**") to, or on behalf of, Grantee not to exceed the lesser of: \$ 750,000 (Seven Hundred Fifty Thousand Dollars) or the amount of Grantee's matching fund if the Enabling Act requires a matching fund.
3. Termination or Reduction of Authorization. The BPW, in its sole discretion, may reduce or terminate the authorization to provide the Grant in the event: (a) Grantee fails to provide evidence of the required matching fund by 6/1/2020; or (b) no part of the Project is under contract by 6/1/2025 or (c) the Project is abandoned. The Enabling Act's authorization automatically terminates for any grant funds that are unexpended or unencumbered by 6/1/2025.
4. Matching Fund. If the Enabling Act requires, Grantee must provide and expend a matching fund. Failure to provide any required matching fund may affect the authorization pursuant to Paragraph 3 of this Agreement.
5. Disbursement of Grant. Subject to the availability of funds, the BPW may periodically authorize payment to, or on behalf of, Grantee funds in an amount not to exceed the Grant amount.

6. Limitations on Use. The BPW or its designee may, in its sole discretion, disapprove requests for disbursement or expenditure of Grant funds that are not consistent with or are not specifically related to the Project purpose or this Agreement generally.
7. Term. This Agreement terminates if the BPW terminates the grant authorization under Paragraph 3 without issuing bonds. Otherwise, this Agreement is in effect so long as any State general obligation bonds issued, sold, and delivered to provide funds for this Grant, remain outstanding, or for such longer period as the parties may agree.
8. Payment Procedure. Payment procedures contained in the most recent edition of *Maryland Capital Grants Projects: Information for State of Maryland Capital Grant Recipients* [<http://dgs.maryland.gov/Pages/Grants/index.aspx>] are incorporated herein by reference. The State shall make payment to, or on behalf of, Grantee in accordance with those procedures and any other terms and conditions as the BPW, in its sole discretion, may impose.
9. Reports:
 - (a) Section 7-402 of the State Finance and Procurement Article, Annotated Code of Maryland, requires Grantee to submit a verified report that fully and accurately accounts for appropriate Grant expenditures. Requests for payment made in accordance with Paragraph 8 of this Agreement are deemed to comply with Section 7-402.
 - (b) Grantee shall submit other reports or information as the State may periodically require, including project status reports and certified audit reports.
10. Communications. Communications must be addressed as follows:

To the State:

Office of the Comptroller
 Capital Grants Program Administrator
 80 Calvert Street, Room 215
 Annapolis, Maryland 21404-0466

Department of General Services
 Capital Grants Program Manager
 301 W. Preston Street, Room 1405
 Baltimore, Maryland 21201

To the Grantee:

11. Default. A default is Grantee's breach of any of the covenants, agreements, or certifications contained in this Agreement.

12. Remedies Upon Default.
 - (a) Upon the occurrence of any default, the State, as the BPW in its sole discretion determines, may do one or more of the following:
 - (i) Require Grantee to repay the Grant, in whole or in part.
 - (ii) Recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee.
 - (iii) Withhold further payments under this Agreement.
 - (iv) Terminate this Agreement.
 - (b) In addition to the rights and remedies contained in this agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Agreement.

13. Disposition of Property. Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with Grant funds ("**Grant-Funded Property**") unless the BPW gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Grantee. Grantee shall give the BPW written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Board of Public Works may in its sole discretion require the grantee to repay a percentage of the proceeds that are allocable to the grant.

14. Inspection and Retention of Records. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Grantee shall retain such records for at least three years after this Agreement terminates.

15. Insurance.
 - (a) For any item of Grant-Funded Property that has an original fair market value of \$5,000 or more, Grantee shall, at its own expense and for the reasonable useful life of that item, obtain and maintain all risk of fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item or in amounts as may be commercially reasonable under the circumstances. Grantee's insurer must be authorized to issue the policy in the State. Each such policy shall by its terms:
 - (i) Name the State as an additional loss payee thereunder.
 - (ii) Be considered primary and non-contributory with respect to any other insurance, if any, provided by the State.
 - (iii) Be cancelable only on at least 30 days written notice to Grantee and to the BPW.

- (b) On request, Grantee shall, provide the BPW or its designee with satisfactory evidence of insurance.
- (c) Proceeds of insurance required by this Paragraph may be applied as the BPW, in its sole discretion, shall determine toward replacement of Grant-Funded Property or toward repayment of the Grant to the State.
- (d) The BPW or its designee in its sole discretion may determine that Grantee may self-insure Grant-Funded Property if Grantee has adequate financial resources.

16. Indemnification. Grantee is responsible for, and shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, whether or not the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:

- (a) The Project, including its construction.
- (b) Grantee's use, occupancy, conduct, operation, or management of the Project.
- (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

17. Registration. Grantee is a (charitable ___) (religious ___) organization registered with the Maryland Secretary of State in accordance with the Annotated Code of Maryland [Business Regulation Article or Corporations and Association Article]; is in good standing, and has filed all of its required reports with the Maryland Secretary of State.

Check if YES ___

Check if NOT APPLICABLE ___ and explain:

18. Commercial and Employment Nondiscrimination. Grantee shall:

- (a) Not discriminate in the selection, hiring, or treatment of any employee, employment applicant, vendor, supplier, subcontractor, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any other unlawful use of characteristics unrelated to performance.
- (b) Include a clause similar to sub-paragraph (a) in any contract under this Grant.


- (c) Post, and cause contractors to post, in conspicuous places notices setting forth the nondiscrimination policy.
19. Drug and Alcohol Policy. Grantee certifies that it shall make a good faith effort to eliminate illegal drug use and alcohol and drug abuse from its workplace. Specifically, Grantee shall:
- (a) Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of drugs in its workplace.
 - (b) Prohibit its employees from working under the influence of alcohol or drugs.
 - (c) Not hire or assign to work on an activity funded in whole or part with State funds, anyone whom it knows, or in the exercise of due diligence should know, currently abuses alcohol or drugs and is not actively engaged in a bona fide rehabilitation program.
 - (d) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if it or its employee has observed the violation or otherwise has reliable information that a violation has occurred.
 - (e) Notify employees that drugs and alcohol abuse are banned in the workplace, impose sanctions on employees who abuse drugs and alcohol in the workplace, and institute steps to maintain a drug-free and alcohol-free workplace.
20. Compliance with Applicable Law. Grantee hereby represents and warrants that it:
- (a) Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
 - (b) Is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Grant term;
 - (c) Shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant.
 - (d) Shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.
21. Non-Debarment. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of any state or federal law.

- (b) Been convicted under any state or federal statute of any offense enumerated in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
 - (c) Been found civilly liable under any state or federal antitrust statute as provided in Section 16-203 of the State Finance and Procurement Article, Annotated Code of Maryland.
- 22. Non-Collusion. Neither Grantee nor any of its officers, directors, or any of its employees directly involved in obtaining or performing grants or contracts with public bodies has:
 - (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in obtaining or performing this Grant.
 - (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of any bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with this Grant.
- 23. Financial Disclosure. Grantee is aware of, and will comply with, Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases or other agreements reaches \$100,000, file with the Maryland Secretary of State certain specified information to include disclosure of beneficial ownership of the business.
- 24. Political Contributions. Grantee is aware of, and will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.
- 25. No Contingent Fees. Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Grantee, to solicit or secure the Grant. Grantee has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Grant.
- 26. No Lobbying Fees. In accordance with Section 7-221 of the State Finance and Procurement Article, Annotated Code of Maryland, Grantee certifies that no State money has been paid or promised to any legislative agent, lawyer, or lobbyist for any service to obtain the legislation establishing or appropriating funds for the Grant.

- 27. Non-hiring of State Employees. No State employee whose duties as such employee include matters relating to or affecting the subject matter of this Grant, shall, while so employed, become or be an employee of Grantee.
- 28. Amendment. The Agreement may be amended only in a writing signed by the parties.
- 29. Assignment. Grantee may not assign this Agreement without the prior written approval of the BPW. If the BPW approves an assignment, this Agreement shall bind Grantee's successors and assigns.
- 30. Entire Agreement. This Agreement represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the parties at the time the parties sign the Agreement.
- 31. Maryland Law. Maryland laws govern the interpretation and enforcement of this Agreement.

By their signatures, the parties so agree:

WITNESS:

_____  GRANTEE:
 By: _____ (SEAL)
 Name: _____
 Title: _____

STATE OF MARYLAND
 BOARD OF PUBLIC WORKS

By: _____
 Sheila McDonald
 Executive Secretary

BPW APPROVAL: DGS Item ____-CGL (____/____/20____)

CAPITAL PROJECTS GRANT AGREEMENT
 Standard Form

Approved as to form and legal sufficiency for the State of Maryland by the Department of General Services Assistant Attorney General.

NOTE: Any change to the standard form must be approved for legal sufficiency.

**AMENDMENT
TO
HAGERSTOWN REVITALIZATION PROJECT
CAPITAL PROJECTS BOND BILL
SUBRECIPIENT AGREEMENT
FISCAL YEAR 2018
BY AND BETWEEN
THE MARYLAND THEATRE ASSOCIATION
AND
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

THIS AMENDMENT TO HAGERSTOWN REVITALIZATION PROJECT—CAPITAL PROJECTS BOND BILL—SUBRECIPIENT AGREEMENT—FISCAL YEAR 2018 (“Amendment”) is made this ____ day of _____, 2019, by and between THE MARYLAND THEATRE ASSOCIATION, a Maryland non-profit corporation of the State of Maryland (the “Theatre”), and the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the “County”). The Theatre and the County may be referred to herein as the Parties.

RECITALS

The Maryland General Assembly authorized a grant titled “Hagerstown Revitalization” in the amount of \$1,500,000.00 in the State of Maryland’s fiscal year 2018 capital budget (the “FY2018 Grant”) for the purpose of plan, design, construction, and capital equipping of the renovation and expansion of the Maryland Theatre and the Barbara Ingram School for the Arts (Urban Educational Campus) and for the University System of Maryland at Hagerstown (the “Project”). The Maryland General Assembly authorized the FY2018 Grant in the form of a bond bill enacted into law on April 6, 2017, as Item ZA00(G), Section 1(3) – Miscellaneous Grant Programs, Chapter 022, of the Laws of Maryland 2017.

Following the enactment of the law authorizing the FY2018 Grant, the County and the Theatre, together with the Board of Education of Washington County (the “BOE”), entered into a Capital Projects Grant Agreement (the “FY2018 Grant Agreement”) on June 20, 2018, with the State of Maryland (the “State”), acting through the Board of Public Works (the “BPW”). Pursuant to the FY2018 Grant Agreement, the State agreed to periodically provide the FY2018 Grant to, or on behalf of, the County,

the Theatre, and the BOE, in an amount not to exceed the lesser of \$1,500,000.00 or the amount of the County's matching fund according to the matching fund requirement, if any, as stated in the applicable enabling act identified in the FY2018 Grant Agreement as DGS Item 123, Chapter 022, of the Laws of Maryland 2017, incorporated therein by reference. The FY2018 Grant Agreement is incorporated herein by reference.

In anticipation of receipt of the FY2018 Grant, the County entered into individual agreements with the BOE and the Theatre for the purpose of establishing the allocation of the FY2018 Grant.

On February 16, 2018, the County and the BOE entered into an agreement titled Hagerstown Revitalization Project – Capital Projects Bond Bill – Subrecipient Agreement – Fiscal Year 2018 (the “BOE FY2018 Subrecipient Agreement”), wherein the County designated the BOE as the beneficiary of the FY2018 Grant funds for actual eligible expenses in fiscal year 2018 in the amount of \$1,500,000.00. The BOE FY2018 Subrecipient Agreement is incorporated herein by reference.

On February 20, 2018, the County and the Theatre entered into an agreement titled Hagerstown Revitalization Project – Capital Projects Bond Bill – Subrecipient Agreement – Fiscal Year 2018 (the “Theatre FY2018 Subrecipient Agreement”), wherein the County designated the Theatre as the beneficiary of the FY2018 Grant funds for actual eligible expenses in fiscal year 2018 in the amount of Zero Dollars (\$0.00). The Theatre FY2018 Subrecipient Agreement is incorporated herein by reference.

Pursuant to the Grant Agreement, the County has received the FY2018 Grant of \$1,500,000.00 from the State as funds allocated to the Project in fiscal year 2018. The County will distribute the FY2018 Grant to the BOE pursuant to the BOE FY2018 Subrecipient Agreement upon the BOE's satisfaction of all terms and conditions required to be completed prior to distribution.

The County anticipates that the Maryland General Assembly will authorize additional bond bills in support of the Project in fiscal years 2019, 2020, 2021, and 2022. To that end, the BOE FY2018 Subrecipient Agreement and the Theatre FY2018 Subrecipient Agreement included provisions establishing the allocation of anticipated grant funds in fiscal years 2019, 2020, 2021, and 2022.

Under the BOE FY2018 Subrecipient Agreement, the County designated the BOE as the beneficiary of anticipated additional bond bill authorizations for the Project in fiscal years 2019, 2020, 2021, and 2022, totaling \$1,000,000.00, contingent upon the County's receipt of said additional grants, and allocated to the BOE as follows:

\$500,000.00 in each of fiscal years 2019 and 2020, and Zero Dollars (\$0.00) in fiscal years 2021 and 2022. As anticipated recipient of future grants, the County agreed, under the BOE FY2018 Subrecipient Agreement, to reimburse the BOE periodically in amounts equal to the BOE's actual eligible expenses up to \$1,000,000.00 incurred as certified to the County by the BOE using prescribed forms. Also, under the BOE FY2018 Subrecipient Agreement, the County's anticipated receipt of future grants in fiscal years 2019, 2020, 2021, and 2022 was made a condition precedent to the County's contractual obligation to reimburse the BOE's actual eligible expenses, up to \$1,000,000.00.

Under the Theatre FY2018 Subrecipient Agreement, the County designated the Theatre as the beneficiary of anticipated additional bond bill authorizations for the Project in fiscal years 2019, 2020, 2021, and 2022, totaling \$5,000,000.00, contingent upon the County's receipt of said additional grants, and allocated to the Theatre as follows: Zero Dollars (\$0.00) in fiscal years 2019 and 2020, and \$2,500,000.00 in each of fiscal years 2021 and 2022. As anticipated recipient of future grants, the County agreed, under the Theatre FY2018 Subrecipient Agreement, to reimburse the Theatre periodically in amounts equal to the Theatre's actual eligible expenses up to \$5,000,000.00 incurred as certified to the County by the Theatre using prescribed forms. Also, under the Theatre FY2018 Subrecipient Agreement, the County's anticipated receipt of future grants in fiscal years 2019, 2020, 2021, and 2022 was made a condition precedent to the County's contractual obligation to reimburse the Theatre's actual eligible expenses, up to \$5,000,000.00.

Pursuant to the Theatre's specific request, the County and the Theatre entered into a subsequent agreement titled the Maryland Theatre Improvement Project Forward Funding Agreement ("Forward Funding Agreement") dated February 21, 2018, under which the County agreed to forward fund the Theatre's actual eligible expenses up to \$5,000,000.00 which, under the Theatre FY2018 Subrecipient Agreement, had been previously conditioned upon the County's anticipated receipt of grants under future bond bill authorizations in fiscal years 2019, 2020, 2021, and 2022. The Forward Funding Agreement is incorporated herein by reference.

Pursuant to the terms of the Forward Funding Agreement, incorporating the Theatre FY2018 Subrecipient Agreement therein by reference, and on or about the date of said Forward Funding Agreement, the County began its commitment to forward fund the Theatre's actual eligible expenses up to \$5,000,000.00 incurred as certified to the County by the Theatre, notwithstanding any provisions to the contrary contained in the Theatre FY2018 Subrecipient Agreement.

At the time of the Parties' execution of this Amendment, and pursuant to the terms of the Forward Funding Agreement, the County continues, and will continue, to forward fund the Theatre's actual eligible expenses up to \$5,000,000.00 incurred as certified to the County by the Theatre, notwithstanding any provisions to the contrary contained in the Theatre FY2018 Subrecipient Agreement.

The Maryland General Assembly authorized a grant titled "Hagerstown Revitalization" in the amount of \$750,000.00 in the State's fiscal year 2019 capital budget (the "FY2019 Grant") for the Project. The Maryland General Assembly authorized the FY2019 Grant in the form of a bond bill enacted into law on April 5, 2018, as Item ZA00(P), Section 1(3) – Miscellaneous Grant Programs, Chapter 009, of the Laws of Maryland 2018.

Following the enactment of the law authorizing the FY2019 Grant, the County anticipates entering into a Capital Projects Grant Agreement (the "FY2019 Grant Agreement") with the State, acting through the BPW. In the FY2019 Grant Agreement, the State will agree to periodically provide the FY2019 Grant to, or on behalf of, the County, in an amount not to exceed the lesser of \$750,000.00 or the amount of the County's matching fund according to the matching fund requirement, if any, as stated in the applicable enabling act identified as DGS Item 142, Chapter 009, of the Laws of Maryland 2018, which will be incorporated in the FY2019 Grant Agreement by reference. The County also anticipates entering into individual agreements with the BOE and the Theatre for the purpose of establishing the allocation of the FY2019 Grant.

Prior to entering into future agreements regarding grants for the Project, the Parties desire to amend certain terms and conditions of the Theatre FY2018 Subrecipient Agreement and to agree upon certain other terms and conditions applicable to the allocation of anticipated grants in fiscal years 2019, 2020, 2021, and 2022.

NOW, THEREFORE, in consideration of the mutual promises contained in the Theatre FY2018 Subrecipient Agreement, the Forward Funding Agreement, and this Amendment, and intending to be legally bound, the Parties agree as follows:

1. Recitals. The foregoing Recitals are material and operative provisions of this Amendment with the same force and effect as all other substantive provisions.
2. Superseding Amendment. The terms and conditions of this Amendment supersede any other terms and conditions of the FY2018 Subrecipient Agreement and the Forward Funding Agreement that pertain to funding of the Project and that are contrary to the terms and conditions of this Amendment.

3. Full Force and Effect. The Theatre FY2018 Subrecipient Agreement and the Forward Funding Agreement will remain in full force and effect in accordance with their respective terms and provisions, except as herein amended and modified. The terms and provisions of the Theatre FY2018 Subrecipient Agreement and the Forward Funding Agreement that are not herein expressly amended and modified will be and remain in full force and effect as respectively stated therein. Furthermore, the Theatre FY2018 Subrecipient Agreement and the Forward Funding Agreement, as amended and modified, are hereby ratified and confirmed to be binding upon the Parties in accordance with the respective terms thereof.

4. Future Allocations. Allocation of the FY2019 Grant and anticipated grants in fiscal years 2020, 2021, and 2022 will be as follows:

A. FY2019 Grant - \$750,000.00 – The County hereby designates the Theatre as the beneficiary of the FY2019 Grant funds for actual eligible expenses in fiscal year 2019 in the amount of \$250,000.00. The County will receive \$345,255.00 of the FY2019 Grant funds for allowable reimbursement of design costs paid by the County to the architect firm, Grimm & Parker. The County hereby designates the BOE as the beneficiary of the FY2019 Grant funds for actual eligible expenses in fiscal year 2019 in an amount up to the remaining balance of \$154,745.00, conditioned upon the BOE’s demonstrated need for such funds. If the BOE does not need and does not utilize all or part of the remaining balance of \$154,745.00, the County hereby reserves the right to designate the Theatre and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of all or part of the \$154,745.00, conditioned upon demonstrated need and ability to accept State funds.

B. FY2020 – The County anticipates that the Maryland General Assembly will authorize a grant of \$500,000.00 in support of the Project in the State’s fiscal year 2020 capital budget. The County hereby reserves the right to designate the Theatre, the BOE, and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of all or part of any grant funds authorized in fiscal year 2020, conditioned upon demonstrated need and the ability to accept State funds.

C. FY2021 – The County anticipates that the Maryland General Assembly will authorize a grant of \$2,500,000.00 in support of the Project in the State’s fiscal year 2021 capital budget. The County hereby reserves the right to designate the Theatre, the BOE, and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of

all or part of any grant funds authorized in fiscal year 2021, conditioned upon demonstrated need and the ability to accept State funds.

D. FY2022 – The County anticipates that the Maryland General Assembly will authorize a grant of \$2,250,000 in support of the Project in the State’s fiscal year 2022 capital budget. The County hereby reserves the right to designate the Theatre, the BOE, and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of all or part of any grant funds authorized in fiscal year 2022, conditioned upon demonstrated need and the ability to accept State funds.

5. Future Agreements. The Parties agree that they will enter into future subrecipient agreements, as needed, for each of the fiscal years in which grants are authorized in support of the Project as set forth in Paragraph 4 of this Amendment.

6. Revisions. This Amendment may be revised only in a writing signed by the Parties.

DULY EXECUTED on behalf of the Parties as of the day and year first written.

ATTEST:

MARYLAND THEATRE
ASSOCIATION, INC.

By: _____
Benito Vattelana, President

ATTEST:

BOARD OF COUNTY
COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Krista L. Hart, Clerk

By: _____
Jeffrey A. Cline, President

Approved:

Approved as to form and
legal sufficiency:

Susan Buchanan, Director
Office of Grant Management

Kirk C. Downey
County Attorney

Draft

**AMENDMENT
TO
HAGERSTOWN REVITALIZATION PROJECT
CAPITAL PROJECTS BOND BILL
SUBRECIPIENT AGREEMENT
FISCAL YEAR 2018
BY AND BETWEEN
THE BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND,
AND
THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

THIS AMENDMENT TO HAGERSTOWN REVITALIZATION PROJECT—CAPITAL PROJECTS BOND BILL—SUBRECIPIENT AGREEMENT—FISCAL YEAR 2018 (“Amendment”) is made this ____ day of _____, 2019, by and between THE BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND, a body corporate of the State of Maryland (the “BOE”), and the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the “County”). The BOE and the County may be referred to herein as the Parties.

RECITALS

The Maryland General Assembly authorized a grant titled “Hagerstown Revitalization” in the amount of \$1,500,000.00 in the State of Maryland’s fiscal year 2018 capital budget (the “FY2018 Grant”) for the purpose of plan, design, construction, and capital equipping of the renovation and expansion of the Maryland Theatre and the Barbara Ingram School for the Arts (Urban Educational Campus) and for the University System of Maryland at Hagerstown (the “Project”). The Maryland General Assembly authorized the FY2018 Grant in the form of a bond bill enacted into law on April 6, 2017, as Item ZA00(G), Section 1(3) – Miscellaneous Grant Programs, Chapter 022, of the Laws of Maryland 2017.

Following the enactment of the law authorizing the FY2018 Grant, the County and the BOE, together with the Maryland Theatre Association, Inc. (the “Theatre”), entered into a Capital Projects Grant Agreement (the “FY2018 Grant Agreement”) on June 20, 2018, with the State of Maryland (the “State”), acting through the Board of Public Works (the “BPW”). Pursuant to the FY2018 Grant Agreement, the State agreed to periodically provide the FY2018 Grant to, or on behalf of, the County, the Theatre,

and the BOE, in an amount not to exceed the lesser of \$1,500,000.00 or the amount of the County's matching fund according to the matching fund requirement, if any, as stated in the applicable enabling act identified in the FY2018 Grant Agreement as DGS Item 123, Chapter 022, of the Laws of Maryland 2017, incorporated therein by reference. The FY2018 Grant Agreement is incorporated herein by reference.

In anticipation of receipt of the FY2018 Grant, the County entered into individual agreements with the BOE and the Theatre for the purpose of establishing the allocation of the FY2018 Grant.

On February 16, 2018, the County and the BOE entered into an agreement titled Hagerstown Revitalization Project – Capital Projects Bond Bill – Subrecipient Agreement – Fiscal Year 2018 (the “BOE FY2018 Subrecipient Agreement”), wherein the County designated the BOE as the beneficiary of the FY2018 Grant funds for actual eligible expenses in fiscal year 2018 in the amount of \$1,500,000.00. The BOE FY2018 Subrecipient Agreement is incorporated herein by reference.

On February 20, 2018, the County and the Theatre entered into an agreement titled Hagerstown Revitalization Project – Capital Projects Bond Bill – Subrecipient Agreement – Fiscal Year 2018 (the “Theatre FY2018 Subrecipient Agreement”), wherein the County designated the Theatre as the beneficiary of the FY2018 Grant funds for actual eligible expenses in fiscal year 2018 in the amount of Zero Dollars (\$0.00). The Theatre FY2018 Subrecipient Agreement is incorporated herein by reference.

Pursuant to the Grant Agreement, the County has received the FY2018 Grant of \$1,500,000.00 from the State as funds allocated to the Project in fiscal year 2018. The County will distribute the FY2018 Grant to the BOE pursuant to the BOE FY2018 Subrecipient Agreement upon the BOE's satisfaction of all terms and conditions required to be completed prior to distribution.

The County anticipates that the Maryland General Assembly will authorize additional bond bills in support of the Project in fiscal years 2019, 2020, 2021, and 2022. To that end, the BOE FY2018 Subrecipient Agreement and the Theatre FY2018 Subrecipient Agreement included provisions establishing the allocation of anticipated grant funds in fiscal years 2019, 2020, 2021, and 2022.

Under the BOE FY2018 Subrecipient Agreement, the County designated the BOE as the beneficiary of anticipated additional bond bill authorizations for the Project in fiscal years 2019, 2020, 2021, and 2022, totaling \$1,000,000.00, contingent upon the County's receipt of said additional grants, and allocated to the BOE as follows:

\$500,000.00 in each of fiscal years 2019 and 2020, and Zero Dollars (\$0.00) in fiscal years 2021 and 2022. As anticipated recipient of future grants, the County agreed, under the BOE FY2018 Subrecipient Agreement, to reimburse the BOE periodically in amounts equal to the BOE's actual eligible expenses up to \$1,000,000.00 incurred as certified to the County by the BOE using prescribed forms. Also, under the BOE FY2018 Subrecipient Agreement, the County's anticipated receipt of future grants in fiscal years 2019, 2020, 2021, and 2022 was made a condition precedent to the County's contractual obligation to reimburse the BOE's actual eligible expenses, up to \$1,000,000.00.

Under the Theatre FY2018 Subrecipient Agreement, the County designated the Theatre as the beneficiary of anticipated additional bond bill authorizations for the Project in fiscal years 2019, 2020, 2021, and 2022, totaling \$5,000,000.00, contingent upon the County's receipt of said additional grants, and allocated to the Theatre as follows: Zero Dollars (\$0.00) in fiscal years 2019 and 2020, and \$2,500,000.00 in each of fiscal years 2021 and 2022. As anticipated recipient of future grants, the County agreed, under the Theatre FY2018 Subrecipient Agreement, to reimburse the Theatre periodically in amounts equal to the Theatre's actual eligible expenses up to \$5,000,000.00 incurred as certified to the County by the Theatre using prescribed forms. Also, under the Theatre FY2018 Subrecipient Agreement, the County's anticipated receipt of future grants in fiscal years 2019, 2020, 2021, and 2022 was made a condition precedent to the County's contractual obligation to reimburse the Theatre's actual eligible expenses, up to \$5,000,000.00.

Pursuant to the Theatre's specific request, the County and the Theatre entered into a subsequent agreement titled the Maryland Theatre Improvement Project Forward Funding Agreement ("Forward Funding Agreement") dated February 21, 2018, under which the County agreed to forward fund the Theatre's actual eligible expenses up to \$5,000,000.00 which, under the Theatre FY2018 Subrecipient Agreement, had been previously conditioned upon the County's anticipated receipt of grants under future bond bill authorizations in fiscal years 2019, 2020, 2021, and 2022. The Forward Funding Agreement is incorporated herein by reference.

Pursuant to the terms of the Forward Funding Agreement, incorporating the Theatre FY2018 Subrecipient Agreement therein by reference, and on or about the date of said Forward Funding Agreement, the County began its commitment to forward fund the Theatre's actual eligible expenses up to \$5,000,000.00 incurred as certified to the County by the Theatre, notwithstanding any provisions to the contrary contained in the Theatre FY2018 Subrecipient Agreement.

At the time of the Parties' execution of this Amendment, and pursuant to the terms of the Forward Funding Agreement, the County continues, and will continue, to forward fund the Theatre's actual eligible expenses up to \$5,000,000.00 incurred as certified to the County by the Theatre, notwithstanding any provisions to the contrary contained in the Theatre FY2018 Subrecipient Agreement.

The Maryland General Assembly authorized a grant titled "Hagerstown Revitalization" in the amount of \$750,000.00 in the State's fiscal year 2019 capital budget (the "FY2019 Grant") for the Project. The Maryland General Assembly authorized the FY2019 Grant in the form of a bond bill enacted into law on April 5, 2018, as Item ZA00(P), Section 1(3) – Miscellaneous Grant Programs, Chapter 009, of the Laws of Maryland 2018.

Following the enactment of the law authorizing the FY2019 Grant, the County anticipates entering into a Capital Projects Grant Agreement (the "FY2019 Grant Agreement") with the State, acting through the BPW. In the FY2019 Grant Agreement, the State will agree to periodically provide the FY2019 Grant to, or on behalf of, the County, in an amount not to exceed the lesser of \$750,000.00 or the amount of the County's matching fund according to the matching fund requirement, if any, as stated in the applicable enabling act identified as DGS Item 142, Chapter 009, of the Laws of Maryland 2018, which will be incorporated in the FY2019 Grant Agreement by reference. The County also anticipates entering into individual agreements with the BOE and the Theatre for the purpose of establishing the allocation of the FY2019 Grant.

Prior to entering into future agreements regarding grants for the Project, the Parties desire to amend certain terms and conditions of the BOE FY2018 Subrecipient Agreement and to agree upon certain other terms and conditions applicable to the allocation of anticipated grants in fiscal years 2019, 2020, 2021, and 2022.

NOW, THEREFORE, in consideration of the mutual promises contained in the BOE FY2018 Subrecipient Agreement and this Amendment, and intending to be legally bound, the Parties agree as follows:

1. Recitals. The foregoing Recitals are material and operative provisions of this Amendment with the same force and effect as all other substantive provisions.
2. Superseding Amendment. The terms and conditions of this Amendment supersede any other terms and conditions of the FY2018 Subrecipient Agreement that pertain to funding of the Project and that are contrary to the terms and conditions of this Amendment.

3. Full Force and Effect. The BOE FY2018 Subrecipient Agreement will remain in full force and effect, except as herein amended and modified. The terms and provisions of the BOE FY2018 Subrecipient Agreement that are not herein expressly amended and modified will be and remain in full force and effect as stated therein. Furthermore, the BOE FY2018 Subrecipient Agreement, as amended and modified, is hereby ratified and confirmed to be binding upon the Parties in accordance with the respective terms thereof.

4. Future Allocations. Allocation of the FY2019 Grant and anticipated grants in fiscal years 2020, 2021, and 2022 will be as follows:

A. FY2019 Grant - \$750,000.00 – The County hereby designates the Theatre as the beneficiary of the FY2019 Grant funds for actual eligible expenses in fiscal year 2019 in the amount of \$250,000.00. The County will receive \$345,255.00 of the FY2019 Grant funds for allowable reimbursement of design costs paid by the County to the architect firm, Grimm & Parker. The County hereby designates the BOE as the beneficiary of the FY2019 Grant funds for actual eligible expenses in fiscal year 2019 in an amount up to the remaining balance of \$154,745.00, conditioned upon the BOE’s demonstrated need for such funds. If the BOE does not need and does not utilize all or part of the remaining balance of \$154,745.00, the County hereby reserves the right to designate the Theatre and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of all or part of the \$154,745.00, conditioned upon demonstrated need and ability to accept State funds.

B. FY2020 – The County anticipates that the Maryland General Assembly will authorize a grant of \$500,000.00 in support of the Project in the State’s fiscal year 2020 capital budget. The County hereby reserves the right to designate the Theatre, the BOE, and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of all or part of any grant funds authorized in fiscal year 2020, conditioned upon demonstrated need and the ability to accept State funds.

C. FY2021 – The County anticipates that the Maryland General Assembly will authorize a grant of \$2,500,000.00 in support of the Project in the State’s fiscal year 2021 capital budget. The County hereby reserves the right to designate the Theatre, the BOE, and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of all or part of any grant funds authorized in fiscal year 2021, conditioned upon demonstrated need and the ability to accept State funds.

D. FY2022 – The County anticipates that the Maryland General Assembly will authorize a grant of \$2,250,000 in support of the Project in the State’s fiscal year 2022 capital budget. The County hereby reserves the right to designate the Theatre, the BOE, and/or any other component or aspect of the Project, including, but not limited to, the Plaza, as beneficiary or beneficiaries of all or part of any grant funds authorized in fiscal year 2022, conditioned upon demonstrated need and the ability to accept State funds.

5. Future Agreements. The Parties agree that they will enter into future subrecipient agreements, as needed, for each of the fiscal years in which grants are authorized in support of the Project as set forth in Paragraph 4 of this Amendment.

6. Revisions. This Amendment may be revised only in a writing signed by the Parties.

DULY EXECUTED on behalf of the Parties as of the day and year first written.

ATTEST:

BOARD OF EDUCATION OF
WASHINGTON COUNTY,
MARYLAND

By: _____
Melissa A. Williams, President

ATTEST:

BOARD OF COUNTY
COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Krista L. Hart, Clerk

By: _____
Jeffrey A. Cline, President

Approved:

Approved as to form and
legal sufficiency:

Susan Buchanan, Director
Office of Grant Management

Kirk C. Downey
County Attorney

Draft



Open Session Item

SUBJECT: Community Organization Funding - Service Priority Areas for Fiscal Year 2021

PRESENTATION DATE: August 27, 2019

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

RECOMMENDED MOTION: Move to approve the Community Organization Funding Service Priority Areas and their respective available funding amounts as presented (or amended).

REPORT-IN-BRIEF: The Community Organization Funding Committee is preparing for the fiscal year 2021 application and review process. As agreed upon, the Board of County Commissioners shall annually determine and approve the service priority areas eligible to receive funding consideration. The Board shall also set or approve the total available funding that should be dedicated to each established service priority area.

DISCUSSION: Historically the Board has funded six (6) service priority areas which are: Arts & Culture, Domestic Violence, Families and Children, Recreation, Seniors and Other. These service priority areas have encompassed and included all applications received and have not excluded an organization from making application for funding.

For the purposes of the Committees fiscal year 2021 considerations, Washington County’s Chief Financial Officer has indicated \$774,000 is available for distribution. This amount is a reduction of \$926,000 from the previous funding level of \$1,700,000 in 2020. The reduction reflects the removal of the Commission on Aging and Museum of Fine Arts from the process and placing them as individual line items within the County’s operating budget. This total is subject to adjustment as the fiscal year 2021 budget is discussed.

It is the recommendation of the County’s CFO and Director of the Office of Grant Management that the amount of funding made available for each respective service priority be set as indicated below:

<u>Service Priority Area</u>	<u>Funding Available</u>	<u>Percent of Available Funds</u>
Arts & Culture	\$107,810	14.0%
Domestic Violence	\$306,900	39.6%
Families & Children	\$255,380	33.0%

Recreation	\$27,000	3.5%
Seniors	\$67,110	8.7%
Other	\$9,800	1.2%
Total	\$774,000	100%

As agreed upon by the Board, the Committee does have the latitude to move ten (10) percent of the approved amounts from one service priority to another, but every year the amount of funding available for a specific service priority area will return to the approved base figure as set by the Board.

FISCAL IMPACT: The fiscal impact of Community Organization Funding is dependent upon funding decisions made by the Board during the 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: The Board may amend service priorities and funding amounts as deemed appropriate

ATTACHMENTS: N/A

AUDIO/VISUAL TO BE USED: N/A



Open Session Item

SUBJECT: Proposed Payment in Lieu of Taxes (“PILOT”) Agreement for Solar Hagerstown LLC

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: Justin Fike, Principal, Aperture Power

RECOMMENDED MOTION: Move to accept the proposal for PILOT Agreement with Solar Hagerstown LLC.

REPORT-IN-BRIEF: Greenbacker Renewable Energy Corporation, an owner and operator of renewable energy projects throughout the US, is developing a 10MWac solar project (the “Project”) called Solar Hagerstown in Washington County (the “County”) to be owned and operated by Solar Hagerstown LLC (the “Company”). The Project is being designed to utilize approximately 70 acres of land adjacent to the Holcim (US) Hagerstown Cement Plant and to sell electricity to Holcim under a long-term power purchase agreement. The Company requests a PILOT agreement to make the Project economically feasible.

DISCUSSION: Maryland’s Renewable Portfolio Standard Law (RPS Law) mandates that by 2030, 50% of Maryland’s electricity is to be generated from renewable sources, with at least 14.5% of the electricity coming from solar power.

Md. Code Ann., Tax-Property §7-237 provides that personal property that is machinery and equipment used to generate electricity for sale is subject to County personal property tax on 50% of its value. Despite this reduction, the initial capital investment for a solar project is expensive - the Company will be investing millions of dollars in solar panels, trackers, wiring, and other equipment necessary to operate the Project. Due to the intensity of the start-up capital costs, the effect of the business personal property taxes is comparatively more significant for a solar project than for the average business in the County for which only a portion of the start-up costs are considered “business personal property.” This is especially the case for the early years of the Project.

To ease the initial burden on solar companies, and to provide relief beyond the aforementioned 50% assessment reduction, Md. Code, Tax-Property § 7-514(a)(1) allows a county or municipal corporation to “enter into an agreement with the owner of a facility for the generation of electricity that is located or locates in the county or the municipal corporation for a negotiated payment by the owner in lieu of taxes on the facility.”

To make the Project economically feasible with respect to the County's business personal property tax rate of 2.37%, the Company requests the opportunity to enter into a PILOT agreement as permitted by Md. Code, Tax-Property § 7-514(a)(1), setting an annual payment at \$6,000 per MWac of installed capacity. The PILOT would begin the year the Project's business personal property is subject to County tax and would continue through the initial 35-year term of the Project's ground lease with the landowner. After the initial 35-year term, the Project and the County may continue the PILOT for an extension or renewal of the lease or renegotiate the amount and structure of the payments based on a reasonable assessment of the circumstances at that time.

Taking into account the 50% assessment abatement and annual depreciation, the total payments received from the Project at \$6,000 per MWac over the total life of the 35-year lease represents a 38% reduction from what would otherwise be payable to the County.

FISCAL IMPACT: While granting a PILOT agreement will reduce the tax payments to the County by 38% over 35 years, the lower tax rate and the stability that the PILOT agreement provides will give the Company and its investors the certainty they need to build the Project, thereby increasing County tax revenue by \$2.1 million when compared to a scenario where the Project is not built.

CONCURRENCES: N/A

ALTERNATIVES: Do not grant the PILOT request.

ATTACHMENTS: Excel spreadsheet

AUDIO/VISUAL NEEDS: None

Washington County, MD - Personal Property Tax Analysis - Solar Hagerstown

Equipment Value*	\$ 16,982,822
Project Size (MWac)	10.0
Taxable Value**	50%
Washington County Personal Property Tax Rate	2.37%
Proposed PILOT Rate (\$/MWac)	\$6,000

Tax Payments - Without PILOT	\$ 3,385,992
Tax Payments - With PILOT	\$ 2,100,000

Year	1	2	3	4	5	6	7	8	9	10
Depreciation Ratio***	0.9667	0.9334	0.9001	0.8668	0.8335	0.8002	0.7669	0.7336	0.7003	0.667
Depreciated Value	\$ 16,417,294	\$ 15,851,766	\$ 15,286,238	\$ 14,720,710	\$ 14,155,182	\$ 13,589,654	\$ 13,024,126	\$ 12,458,599	\$ 11,893,071	\$ 11,327,543
Taxable Value	\$ 8,208,647	\$ 7,925,883	\$ 7,643,119	\$ 7,360,355	\$ 7,077,591	\$ 6,794,827	\$ 6,512,063	\$ 6,229,299	\$ 5,946,535	\$ 5,663,771
Washington County Property Tax Amount	\$ 194,545	\$ 187,843	\$ 181,142	\$ 174,440	\$ 167,739	\$ 161,037	\$ 154,336	\$ 147,634	\$ 140,933	\$ 134,231
PILOT Amount	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000

Year	11	12	13	14	15	16	17	18	19	20
Depreciation Ratio***	0.6337	0.6004	0.5671	0.5338	0.5005	0.4672	0.4339	0.4006	0.3673	0.334
Depreciated Value	\$ 10,762,015	\$ 10,196,487	\$ 9,630,959	\$ 9,065,431	\$ 8,499,903	\$ 7,934,375	\$ 7,368,847	\$ 6,803,319	\$ 6,237,791	\$ 5,672,263
Taxable Value	\$ 5,381,007	\$ 5,098,243	\$ 4,815,479	\$ 4,532,715	\$ 4,249,951	\$ 3,967,187	\$ 3,684,423	\$ 3,401,659	\$ 3,118,895	\$ 2,836,131
Washington County Property Tax Amount	\$ 127,530	\$ 120,828	\$ 114,127	\$ 107,425	\$ 100,724	\$ 94,022	\$ 87,321	\$ 80,619	\$ 73,918	\$ 67,216
PILOT Amount	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000

Year	21	22	23	24	25	26	27	28	29	30
Depreciation Ratio***	0.3007	0.2674	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Depreciated Value	\$ 5,106,735	\$ 4,541,207	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706
Taxable Value	\$ 2,553,367	\$ 2,270,603	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853
Washington County Property Tax Amount	\$ 60,515	\$ 53,813	\$ 50,312	\$ 50,312	\$ 50,312	\$ 50,312	\$ 50,312	\$ 50,312	\$ 50,312	\$ 50,312
PILOT Amount	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000

Year	31	32	33	34	35
Depreciation Ratio***	0.25	0.25	0.25	0.25	0.25
Depreciated Value	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706	\$ 4,245,706
Taxable Value	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853	\$ 2,122,853
Washington County Property Tax Amount	\$ 50,312	\$ 50,312	\$ 50,312	\$ 50,312	\$ 50,312
PILOT Amount	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000

Notes:

*Equipment value is an estimate and subject to finalization of construction and equipment contracts

**Maryland Tax Code - Property Section 7-237

<https://law.justia.com/codes/maryland/2005/gtp/7-237.html>

***Per Sec. 18.03.01.02 of the Code of Maryland Regulations, assumes 3-1/3%/year depreciation schedule per §B(2), with a floor of 25% per §A

<http://www.dsd.state.md.us/comar/comarhtml/18/18.03.01.02.htm>



Agenda Report Form

Open Session Item

SUBJECT: Emergency Medical Service (EMS) Special Procedures and Auditing Services

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: Dave Hays, Director, Division of Emergency Services; Kim Edlund, Director, Budget & Finance

RECOMMENDATION: For informational purposes

REPORT-IN-BRIEF: County personnel have drafted the Request for Proposals (RFP) for special procedures and auditing services.

DISCUSSION: The public accounting profession offers a number of services, each designed to focus decisions on a particular need.

Auditing - The purpose of an audit is for the CPA firm to provide an opinion on the financial statements as a whole, and whether they comply with generally accepted accounting principles. The report is a measure of the reliability of the financial statements. On some occasions, an auditor is unable to complete an accurate audit report. This may occur for a variety of reasons, such as an absence of appropriate financial records. When this happens, the auditor issues a disclaimer of opinion, stating that an opinion of the firm's financial status could not be determined.

Attestation – Agreed Upon Procedures (AUP) - An AUP engagement offers the client greater flexibility than what a traditional audit can provide. It is likely to be more suitable than an audit for specific procedures addressing a particular need. In an AUP, the agreement would be between the County and the CPA firm to perform procedures within the companies. An AUP does not include an opinion, but the client does receive a final report that is based upon the agreed upon procedures. AUP's provide the details and results of each procedure performed. An AUP is used to meet all needs that an audit cannot address.

The RFP as written has two options. Option 1 is related to a set of Agreed upon Procedures and Option 2 is a financial statement audit. The RFP is written to provide the Board of County Commissioners flexibility of choosing option 1, option 2, or both.

The RFP is set to be advertised on Friday August 30th. Any request for changes must be made by August 28th.

FISCAL IMPACT: Unavailable at this time

CONCURRENCES: N/A

ALTERNATIVES: Modify the RFP

ATTACHMENTS: Request for Proposals

AUDIO/VISUAL NEEDS: None



COORDINATING

COMMITTEE

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
www.washco-md.net

**REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS & EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS
EMERGENCY SERVICES SPECIAL PROCEDURES AND AUDITING SERVICES**

The Board of County Commissioners of Washington County, Maryland is requesting Qualifications and Experience/Technical Proposals, and Price Proposals from Certified Public Accounting Firms to perform a set of special procedures and audit of the financial statements of 8 independent emergency services companies and the Volunteer Fire & Rescue Association for the most recently completed reporting year of the companies.

The Washington County Coordinating Committee will evaluate responses to this Request for Proposal (RFP) and select those firms judged to be responsive, most qualified and experienced. The Committee reserves the right to interview some or all-prospective firms to discuss Qualifications & Experience/Technical Proposals, as well as Price Proposals.

The format for submittals, information regarding the scope of work, and the selection criteria used by the Committee is available from either the Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, telephone 240-313-2330 or from the Washington County website: www.washco-md.net by accessing the "Divisions & Departments/Purchasing Department/Open Bid Invitations". Inquiries should be directed to Rick Curry, CPPO – Director of Purchasing, at the above address.

A Pre-Proposal Conference will be held on **Monday, September 9, 2019 at 11:00 A.M., (EST)** at the Washington County Administration Complex, 100 West Washington Street, Second Floor Conference Room No. 2001, Hagerstown, Maryland 21740. All prospective proposers are requested to attend. Attendance at this conference is not mandatory but is strongly encouraged.

One (1) original and five (5) copies of submittals of Qualifications & Experience/Technical Proposals from firms enclosed in a sealed opaque envelope marked "**Q & E/Technical Proposal - Emergency Services Special Procedures and Auditing Services**", and one (1) original and five (5) copies of the Price Proposal enclosed in a separate and sealed opaque envelope marked "**Price Proposal - Emergency Services Special Procedures and Auditing Services**" are due into the Office of Rick Curry, CPPO - Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740-4748, no later than **4:00 P.M., (EST), Thursday, September 26, 2019**. The Washington County Coordinating Committee will evaluate the proposals. Failure to comply in providing the above required information for the Committee's review may result in disqualification of that firm.

Request for Proposals

Emergency Services Special Procedures and Auditing Services

Washington County, Maryland

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NOTE: All Proposers must enter the County Administration Complex through either the front door, 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government implemented new security protocols at the Washington County Administration Complex at 100 West Washington Street, Hagerstown, effective February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type: firearms, ammunition and explosive devices; cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles or anything with a cutting edge, etc.; pepper spray, mace or any other chemical defense sprays; and illegal substances.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The Board of County Commissioners of Washington County does not discriminate on the basis race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than five (5) calendar days prior to the Pre-Proposal Conference.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein and to take whatever action is in the best interest of Washington County. The Board reserves the right to contact a Proposer for clarifications and may, at its sole discretion, allow a Proposer to correct any and all formalities, informalities and technicalities in the best interest of Washington County.

By Authority of:



Rick F. Curry, CPPO
Director of Purchasing



COORDINATING

COMMITTEE

100 West Washington Street, Room 3200 | Hagerstown, MD 21740-4748 | P: 240.313.2330 | F: 240.313.2331
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**PUR-1447
REQUEST FOR PROPOSALS
REGARDING QUALIFICATIONS & EXPERIENCE/
TECHNICAL PROPOSALS AND PRICE PROPOSALS
EMERGENCY SERVICES SPECIAL PROCEDURES AND AUDITING SERVICES**

August 30, 2019

I. NATURE OF SERVICES REQUIRED

A. General

The Board of County Commissioners of Washington County, Maryland (County) is soliciting the services of qualified firms of certified public accountants to perform a set of special procedures and an audit of the financial statements of 8 independent emergency services companies and the Washington County Volunteer Fire & Rescue Association. The reporting period will be considered the most recently completed and submitted (to the County) reporting period, either 12/31/2018 or 6/30/2018, in accordance with the companies' year-end. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

1. Attestation Engagement - Special Procedures – An audit opinion is not provided for the following procedures. Instead, the audit firms report will be in the form of procedures performed and findings thereof. If applicable, sampling will be used to test the below procedures for reasonable assurance of the population.

To meet the requirements of this request for proposals, the procedures shall be performed in accordance with Attestation standards, as set forth by the American Institute of Certified Public Accountants.

- a. Identify employee benefit programs and report on whether there is an existing policy in place for those programs.
- b. ERISA Compliance – 401K contributions, distributions, and fiscal management of the retirement program should be evaluated for compliance with ERISA and the Department of Labor. The Firm will select 100% of employees for two non-

- consecutive pay periods to determine the following based on the plan document:
- i. Deferrals are withheld in accordance with the plan document and remitted timely
 - ii. Employer contributions were calculated appropriately and remitted timely
 - iii. In addition, determine if the Summary Plan Description, Summary Annual Report, and annual 5500 filing is available or completed.
- c. Test and report on the organizations compliance with Department Of Labor regulations as they pertain to payroll of workers, including compensation of overtime and compensatory time payments.
- i. Review W2's and 1099's for appropriate reporting of either employee or contractor.
 - ii. Select 100% of employees for two (2) pay periods in one year to test that overtime and compensatory accruals are calculated in accordance with DOL standards.
 - iii. Test 100% of employees for year-end compensatory time carryover/loss according to policy.
- d. Review and report on the payroll process, controls, procedures, and authorities
- i. Report on whether payroll is processed internally or outsourced, and by whom.
 - ii. Report any material weakness in internal control as defined in auditing standards.
- e. Gain an understanding of control and how transactions are initiated, approved, and recorded. Determine and report on the level of involvement of board members:
- i. If Board members are independent of the organizations operations and financial recordkeeping.
 - ii. If Board members are required to approve certain transactions, and if so, name those transactions.
 - iii. If Board members are required to sign checks
 - iv. Level of reporting to the Board and if it is transactional.
 - v. Activities/transactions routinely or not routinely reported to the Board.
- f. Review and report on the budget process, including who prepares the budget and who in the organization has authority to authorize expenditures, including dollar thresholds.
- g. Review and report on the payables process, including who has authorization to disburse funds and identify check signors and whether the system in place requires two signatures.
- h. Conduct a review using a sample of 10% of expenditures over \$1,000 and evaluate if the expenditure is consistent with the Emergency Services Fiscal Policy (Attachment No. 6). If the expenditure is questionable, list the expenditure in the report. Include payee, amount, and purpose of expenditure.

- i. Conduct a review using a sample of 5% of expenditures under \$1,000 and evaluate if the expenditure is consistent with the Emergency Services Fiscal Policy (Attachment No. 6). If the expenditure is questionable, list the expenditure in the report. Include payee, amount, and purpose of expenditure.
- j. Conduct a review of 100% of overnight and/or out of county travel expenditures and report findings to include the date of expenditure, related dates of travel, destination, purpose of trip, amounts spent, and number of attendees. The number of trips for travel is estimated at less than five (5) per company per year.
- k. Review and report on, using a current vendor list or list of payee's, related parties such as employees, volunteers, and/or board members or their family members and if they exist as vendors. If there are transactions with a related party, determine the appropriateness of the payment and report on it.
- l. Gain an understanding and document controls surrounding cash on hand and bank accounts.
 - i. Report on controls and procedures for cash deposits including timeliness of deposits, whether or not cash is always deposited or held within the company or on a person, and procedures for cash expenditures. Include procedures for cash received during fundraisers.
 - ii. Report on membership drive revenue recorded in the companies' ledger and compare to a donation listing of households and amounts. List the discrepancy and any identifiable reason for it.
 - iii. Review and report on bank reconciliation procedures and if they are performed appropriately and timely.
- m. Billing Revenue
 - i. Determine and report upon the run sheet reconciliation process for all calls.
 - ii. Determine and report upon a daily, weekly, or monthly, call review to ensure there is a patient care report for all patient encounters.
 - iii. Determine and report how patient care reports are processed for billing.
- n. Fundraising activities – Report on any volunteer pay found for time spent on fundraising activities or at those activities.

Reports Related to the special procedures

- a. The County will require a report outlining each of the above procedures performed and the findings thereof. The report should be specific. If sampling occurred, the document should specify the type and quantity of sampling.
- b. Although no specific procedure is required, if through performance of items “a” through “n”, a discovery is made that indicates waste or fraud, or potential for substantial savings that should be reported as a separate item.

2. Audit Engagement – Financial Statements - To meet the requirements of this request for proposals, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America, as set forth by the American Institute of Certified Public Accountants.

The County desires the auditor to express an opinion on the fair presentation of each companies' financial statements in conformity with generally accepted accounting principles.

This audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested.

The audit will include obtaining an understanding of the Organization and its environment, including internal control, enough to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization, or to acts by management or employees acting on behalf of the Organization.

Reports to be issued for Audit

- a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
 - b. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
- C. Documents to be provided:
- Emergency Services Fiscal Policy (Attachment 6)
 - Example of executed staffing agreement for each company (Attachment 7)
- D. Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Chief Financial Officer.
- E. All working papers and reports must be retained, at the auditors' expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period.

II. DESCRIPTION OF COMPANIES

- A. The auditor's principal contact with the individual companies will be the treasurer of each company or their designee. The company is responsible for providing all necessary financial statements and work papers.
- B. There are 8 individual EMS Companies in Washington County, each of whom utilize a combination of volunteer (likely less than 10%) and career staff (greater than 90%) in the provision of Emergency Medical Services. 5 of the 8 EMS companies are of similar size and make-up, each responding to less than 1000 EMS incidents each year. 2 of the EMS companies, Williamsport and Halfway, exist within a local fire station and handle between 1500-2000 EMS incidents each year. These 2 companies manage both fire and EMS services as a single entity within their company respectively. Because of the interoperability of these functions, each station will be reviewed in whole for the purpose of this RFP, to include both fire and EMS functions. The 8th and by far largest company is Community Rescue Service (CRS). CRS employs a significant number of full time (45), part time (35) and administrative staff (approx. 8) in the provision of emergency medical service delivery. CRS alone represents approximately 50% or 17,000 EMS incidents each year.
- C. CRS being the largest emergency services employer presents challenges beyond the scope of the 7 other EMS companies. CRS is managed more in line with general corporation structures, in that it's corporate Board of Director's makeup comes from both internal and external sources. CRS also operates from 3 stations (1 main and 2 sub-stations) in and around the City of Hagerstown.
- D. The volunteer companies are members of the Washington County Volunteer Fire and Rescue Association (WCVFRA) who represent the independent volunteer corporation's interest to County Government. There are 26 member companies with each having 1 vote in general membership business decisions. The WCVFRA maintains an annual budget that is funded from the County Gaming Fund (Tip Jar Gaming). The WCVFRA elects its own officers every 2 years and is led by an internal Executive Board.
- E. Each EMS Company is incorporated as an independent non-profit and is generally managed independently of county government. The Division of Emergency Services provides general oversight and the daily management of the EMS Operational Program which is required under COMAR Title 30. The corporation's manage their own operating and capital budgets with financial support from County Government. Generally, there has been little oversight of these funds and how they are expended. EMS career staff are employees of the individual corporation and all cost associated with these individuals are encumbered by the volunteer corporation.
- F. The WCVFRA employs 1 full time and 1 part time staff who provide administrative support to the WCVFRA. The WCVFRA supports the volunteer corporations through state lobby efforts, operating standard development and enforcement, Management of the Length of

Service Awards Program and various other programs necessary for the delivery of pre-hospital emergency medical care. The WCVFRA routinely represents the volunteer corporations to the Washington County Board of County commissioners.

III. COMPANY FINANCIAL STATEMENTS

Company financial statements and 990's will be provided to the contracted firm for the periods ending 6/30/2018 and 12/31/2018, according to the companies' year-end. The County makes no warranty as to the accuracy of either existing information or will the County accept any responsibility for errors and omissions, which may arise as a result of the auditor having relied upon them.

IV. TIME REQUIREMENTS

Special procedures and audit shall be completed no later than 180 days following contract date. The County would prefer an earlier completion date and will offer a performance incentive.

V. PERFORMANCE INCENTIVE

Any day prior to the 180 day completion requirement, the contracted firm will be awarded \$500 per day incentive up to 90 days. In order to be eligible for the performance incentive, the entire scope of work must be completed for all companies.

VI. COMPENSATION TO THE CONSULTANT

- A. The Board of County Commissioners of Washington County will determine the final scope of services to be awarded. Based upon the award, the auditor shall be compensated for his/her services on a contract lump sum fee basis for one of the below scenarios:
- Attestation only (Attachment No. 1)
 - Audit only (Attachment No. 2)
 - Attestation and Audit (Attachment No. 1 and Attachment No. 2).

The lump sum fees for both attachments shall include supervision, support, travel, and out-of-pocket costs necessary to accomplish the related tasks.

- B. The auditor shall invoice the Washington County Budget & Finance Department, 100 West Washington Street, Room 3100, Hagerstown, MD 21740. All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice. Payment will be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by the County.

VII. SUPPLEMENTAL SERVICES

- A. The auditor shall include an hourly rate quotation for each classification of employee to be used on any project. The hourly rate shall include all costs such as actual payroll, subsistence,

travel, profit and incidentals. In the event that supplementary work is requested, the County's Chief Financial Officer will furnish to the Firm a detailed description of all work to be performed and will request that the consultant establish a "lump sum" figure for the service.

- B. Upon the determination of a mutually agreed upon "lump sum" cost, the auditor shall proceed with the work and shall invoice the County on a monthly basis for all work satisfactorily completed during that period. Payment will be made within thirty (30) calendar days of receipt of an invoice as approved by the County's Chief Financial Officer.
- C. If a "lump sum" amount for the supplementary service cannot be agreed upon, the County's Chief Financial Officer shall have the right to have the work performed by others or shall have the right to require the Firm to perform the work on a force account basis, applying rates as submitted in Attachment No. 1.

VIII. INSURANCE REQUIREMENTS

- A. The successful firm must show, prior to the execution of the Agreement and as required by the County during the term of the contract, evidence of appropriate insurance as outlined in the attached (Attachment No. 2) *Insurance Requirements for Independent Contractors* policy.
- B. Professional Liability - The successful firm must also show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts.
- C. Certificates of Insurance shall be provided as required at no additional cost to the County.

IX. PERIOD AND ENGAGEMENT TERM

- A. The Contract between the County and the successful Proposer shall be for performing the special procedures or auditing the most recently completed year for each EMS Company and the WCVFRA for the one-year period ending December 31, 2018 or June 30, 2018. The County requires completion of the engagement within 180 days of the contract date.

X. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **Monday, September 9, 2019 at 11:00 A.M., (EST)** at the Washington County Administration Complex, Second Floor Conference Room 2001, 100 West Washington Street, Hagerstown, Maryland. Attendance at this conference is not mandatory but it is strongly recommended. It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal.

XI. LIQUIDATED DAMAGES

Performance shall be monitored by the County's Chief Financial Officer. Failure to meet any required criteria, at any time, shall result in the Proposer being responsible for the liquidated damages outlined herein. A letter shall be forwarded to the Proposer by certified mail stating the infraction and allowing the Proposer forty-eight (48) hours to come into compliance. A one-time charge of liquidated damages

in the amount of three hundred (\$300.00) dollars shall be assessed on any non-compliance item that cannot be retroactively corrected. Should the Proposer fail to perform as specified in this RFP, it is understood that the County will deduct from any outstanding invoice an amount equal to three hundred (\$300.00) dollars per calendar day until such time as the proper work is performed in accordance with the resulting contract. As evidenced by submitting a proposal, it is understood that this is not a penalty, but is, in fact, a liquidated damage.

XII. PROPOSAL INSTRUCTIONS

- A. To be considered to perform the requested services, send one (1) original and five (5) copies of proposals of Qualifications & Experience/Technical information enclosed in a sealed opaque envelope marked **“Q & E/Technical Proposal - Emergency Services Special Procedures and Auditing Services”**, and one (1) original and five (5) copies of the Price Proposal enclosed in a separate and sealed opaque envelope marked **“Price Proposal - Auditing Services”** to:

Rick F. Curry, CPPO - Director of Purchasing
Washington County Purchasing Department
Washington County Administration Complex
100 West Washington Street, Third Floor, Room 3200
Hagerstown, MD 21740

no later than **4:00 P.M., (EST), Thursday, September 26, 2019**. The Price Proposal shall be opened only if the firm is considered qualified and responsive to this request after detailed review of the Q & E / Technical Proposal by the Coordinating Committee. Failure to comply with providing the above-required information for the Committee’s review may result in disqualification of that firm. Late proposals will be returned unopened if the proposer’s return address is shown on the envelope.

NOTE: All Proposers must enter the County Administration Complex through either the front door, 100 West Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible, and must use the elevator to access the Purchasing Department to submit their proposal and/or to attend the Pre-Proposal Conference. Alternate routes are controlled by a door access system. Washington County Government implemented new security protocols at the Washington County Administration Complex at 100 West Washington Street, Hagerstown, effective February 14, 2017. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include, but are not limited to: Weapons of any type: firearms, ammunition and explosive devices; cutting instruments of any type – including knives, scissors, box cutters, work tools, knitting needles or anything with a cutting edge, etc.; pepper spray, mace or any other chemical defense sprays; and illegal substances.

B. Qualifications & Experience/Technical Proposal

The Q & E/Technical Proposals shall include the professional qualifications and experience of the firm and its technical understanding work to be performed. **(DO NOT INCLUDE ANY PRICE FIGURES IN THE Q&E / TECHNICAL PROPOSAL.)** At a minimum, the following points must be addressed in the proposal:

Section 1 – Executive Summary

Each proposal in the Qualifications and Experience/Technical section shall be accompanied by a letter of transmittal which summarizes key points of the proposal and which is signed by an officer of the Firm who is responsible for committing the Firm's resources.

Section 2 – Firm Qualifications

1. Legal name and address of Firm and type of legal entity.
2. The address and telephone number of the office(s) which will staff this engagement.
3. The name of the Firm's representative designated as the audit contact.
4. The size of the Firm, the size of the Firm's audit staff, the number and nature of the professional staff to be employed in this engagement on a full-time and part-time basis.
5. The firm shall provide an affirmative statement that it is independent of the EMS Companies and the Washington County Volunteer Fire & Rescue Association.
6. An affirmative statement shall be included that the firm and all assigned key professional staff are properly licensed to practice in the State of Maryland.
7. For the Firm's office that will be assigned responsibility for the AUP or audit, list the most significant engagements (maximum – 5) performed in the last five (5) years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.
8. List separately all engagements within the last five (5) years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, etc.). Indicate the scope of work, date, engagement partners, total hours, the location of the Firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.
9. Provide a description of the commitment to peer review and/or internal quality review as well as what peer reviews have occurred and the results of the most recent peer review.
10. Provide a description of additional firm capabilities and/or resources, which could be utilized by the County.
11. Provide a description of any past and /or pending regulatory enforcement actions or charges of substandard audit work.
12. Explain the firm's commitment of availability and adequacy of personnel to accomplish

the proposed scope of work in the time required.

Section 3 – Staff Qualifications

The qualifications, experience, and expertise of the key individuals assigned to this project will have the greatest impact on the selection process, especially the individual that will be assigned to the day-to-day responsibility of the audits. Please be specific addressing the following:

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Maryland.
2. Provide information on attestation and auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of the special procedures or audit.
3. Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specified staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.
4. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements

Section 4 – References

Please provide references for the Firm, including the names, addresses, and telephone numbers of at least three (3) clients in which the Firm served through an attestation or audit engagement. Provide the name, title, and telephone number of a contact person for each reference. References of Maryland clients are preferred.

C. **Price Proposals**

At a minimum, the Price Proposal submittal shall include the following:

1. The Proposal Form for the attestation engagement - special procedures (Attachment No. 1) contained herein and the price proposal form for the Audit engagement (Attachment No. 2).
2. Provide hourly rates for each classification of employee anticipated to be involved with the audit. These hourly rates shall be used as the basis for compensation for

supplemental work and shall include the Firm's total costs for actual payroll, support supervision, fringe benefits, overhead, travel, expenses, printing, profit and incidentals. The actual breakdown for these hourly rates is not required.

3. The proposal must be accompanied by a fully executed affidavit (Attachment No. 4) executed by the Firm, or in case the Firm is a corporation, by a duly authorized representative of said corporation, on the form provided.
4. Include conclusions, remarks and/or supplemental information pertinent to this request.

XIII. TERMS AND CONDITIONS

- A. The County reserves the right to reject any or all proposals or to award the contract to the next recommended firm if the successful firm does not execute a contract within fifteen (15) calendar days after notice of award of the contract.
- B. The County reserves the right to request clarification of information submitted and to request additional information of any or all Proposers.
- C. Any proposal may be withdrawn up until the date and time set forth below for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to the County the services set forth above in the Nature of Services Required.
- D. The selected Firm will be required to enter into a contract agreement with the County, a sample of which is attached hereto as Attachment No. 5.
- E. Any agreement or contract resulting from the acceptance of a proposal shall be on forms approved by the County and shall contain, at a minimum, applicable provisions of the request for proposal. The County reserves the right to reject any agreement that does not conform to the request for proposal and any County requirements for agreements and contracts.
- F. The Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County's Chief Financial Officer.
- G. No reports, information or data given to or prepared by the auditor under the contract shall be made available to any individual or organization by the auditor without the prior written approval of the Washington County Chief Financial Officer.
- H. Firms shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
- I. The County reserves the right to not hold discussions after award of the contract.
- J. By submitting a proposal, the Firm agrees that it is satisfied, as a result of its own investigations

of the conditions set forth in this request, and that it fully understands its obligations.

- K. Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the bidder's bid."
- L. The Firm shall abide by and comply with the true intent of this RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County, and as described herein.
- M. All work shall be done in accordance with Washington County standards and those of any State or Federal agencies having jurisdiction.
- N. Political Contribution Disclosure: The Proposer shall comply with Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
- O. Proposals must give the full name and address of Proposer, and the person signing the proposal should indicate his/her title and/or authority to bind the firm in a contract.
- P. Proposals cannot be altered or amended after they are opened.

XIV. SELECTION PROCESS

- A. This solicitation is issued pursuant to the implementation of Section 5 of the Washington County Procurement Policy Manual relative to Requests for Proposals (RFP) - Professional/Technical Services Selection that can be viewed at: <https://www.washco-md.net/wp-content/uploads/2017/07/ProcurementPolicy.pdf> and no proposal preparation expense will be paid by the County relative to any response to this solicitation.
- B. The Washington County Coordinating Committee will evaluate the proposals. The Coordinating Committee shall be comprised of the County Administrator or appointee, County Chief Financial Officer (Committee Chairperson), County Director of Budget & Finance, County Director of Purchasing, and County Director of Emergency Services. The Coordinating Committee, based on responses to this request and on past performance, shall determine the approval or disapproval of Firms. No assumptions should be made on the part

of the consultant as to the Coordinating Committee's prior knowledge of the consultant's abilities. Failure to provide the required information will result in disqualification of that firm.

- C. It is the County's intent to open and review each Firm's Q & E/Technical Proposal. If the Coordinating Committee determines a Firm's proposal to be satisfactory, the separate envelope containing the firm's Price Proposal will then be opened.

If a Firm is determined to be unsatisfactory by the Coordinating Committee based on the Q & E/Technical Proposal then the Cost Proposal will not be opened and it will be returned unopened to the Proposer.

- D. Since it is the County's desire to select the most qualified Firm, the Coordinating Committee reserves the right to schedule oral presentations of those Firms it deems most qualified, to take place within ten (10) business days following notification.

- E. Selection criteria to be used by the Coordinating Committee are:

1. Responsiveness to the scope of work and instructions to the Firms;
2. Past performance of the Firms, including timely completion of projects, compliance with scope of work performed within budgetary limitations, and customer satisfaction;
3. Specialized experience and technical competence in relevant work in the past five (5) years;
4. Oral presentations, if required;
5. Composition of the principals and staff assigned to the contract and their qualifications and experience;
6. Adequacy of the personnel of the Firm to accomplish the proposed scope of work in the required time;
7. The Firm's capacity to perform the work giving consideration to current workloads;
8. Geographic location in relationship to Washington County, Maryland;
9. The Firm's familiarity with problems associated with this type of work;
10. References from previous clients, including size and scope of work, name and telephone number of contact person; and
11. Price Proposal

XV. PROPOSAL AND AWARD SCHEDULE

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received

Request for Proposal

Emergency Services Special Procedures and Auditing Services

Washington County, Maryland

PUR-1447

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after the deadline will not be considered in the evaluation process and will be returned unopened.

- B. It is expected that the contract award will be made within ninety (90) calendar days after receipt of proposals.

XVI. AWARD

Award shall be made to the Contractor with the responsible, responsive lowest total lump sum for each Option, which shall be used as the basis for evaluation of Request for Proposals (RFP) for either Option No. 1 (Attestation – Special Procedures) and/or Option No. 2 (Auditing – Financial Statement). The intent is to award a contract to the lowest responsive, responsible Proposer whose proposal, conforms to this request, will be the most advantageous to the County to perform the scope determined by the Board of County Commissioners (BOCC).

XVII. INTERPRETATIONS, DISCREPANCIES AND OMISSIONS

It is the Proposer's responsibility to become familiar with all information necessary to prepare a proposal. Any Proposer who finds discrepancies in, or omissions from the documents or be is in doubt as to their meaning, should at once request in writing an interpretation from Rick F. Curry, CPPO, Director of Purchasing, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Third Floor, Room 3200, Hagerstown, Maryland 21740, fax 240-313-2331; or send questions in Microsoft Word platform via-email to purchasingquestions@washco-md.net

Requests received after **4:00 P.M., Monday, September 16, 2019** may not be considered. Every interpretation made by the County will be made in the form of an addendum that, if issued, will be sent by the Director of Purchasing to all interested parties, and such addenda shall become part of the contract documents.

XVIII. RESERVATIONS

- A. The Coordinating Committee reserves the right to request additional information about any Proposer as it may reasonably require.
- C. The Coordinating Committee reserves the right to request interviews.
- D. The Board of County Commissioners of Washington County also reserves the right to reject the proposal of a Firm who has previously failed to perform properly or complete on time contracts of a similar nature or a proposal of a Firm which investigation shows is not in a position to perform the contract.

Washington County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. The County Commissioners of Washington County do not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

The Board of County Commissioners of Washington County, Maryland reserves the right to accept or reject any and/or all proposals and to waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County. If you have any questions concerning this request, inquiries should be directed to Rick Curry, CPPO - Director of Purchasing, at 240-313-2330.

Sincerely,



Rick F. Curry, CPPO
Director of Purchasing

WASHINGTON COUNTY
COORDINATING COMMITTEE

RFC/ljt

Attachments (7)

cc: Coordinating Committee Members

PUR 1447
EMERGENCY SERVICES SPECIAL PROCEDURES AND AUDITING SERVICES

FORM OF PROPOSAL

The Firm Of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____

at the following lump sum contract prices for special procedures. (*NOTE: If an error is made in addition calculations, the unit price costs shall prevail.*)

ATTESTATION - SPECIAL PROCEDURES

Item No.	Description / Written Price	Price (Figures)
<u>WC Volunteer Fire & Rescue Association; Year ending 06/30/2018</u>		
1.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Williamsport Volunteer Fire & EMS Company Co. 2; Year ending 6/30/2018</u>		
2.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Sharpsburg EMS Company Co. 19; Year ending 06/30/2018</u>		
3.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>

Item No.	Description / Written Price	Price (Figures)
<u>Volunteer Fire & EMS of Halfway Co. 26; Year ending 06/30/2018</u>		
4.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Clear Spring Ambulance Club Co. 49; Year ending 12/31/2018</u>		
5.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Hancock Rescue Squad Co. 59; Year ending 12/31/2018</u>		
6.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Boonsboro Ambulance and Rescue Company Co. 69; Year ending 06/30/2018</u>		
7.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Community Rescue Service Company Co. 75; Year ending 06/30/2018</u>		
8.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>

Item No.	Description / Written Price	Price (Figures)
Smithsburg Emergency Medical Services, Inc Co. 79; Year ending 6/30/2018		
9.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
	TOTAL SUM _____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>

Schedule of Professional Fees for Supplemental Services, if required by Washington County, Maryland:

Hourly Rates

Partners	\$ _____
Managers	\$ _____
Supervisory Staff	\$ _____
Staff	\$ _____
Other (Specify)	\$ _____

**PUR 1447
EMERGENCY SERVICES SPECIAL PROCEDURES AND AUDITING SERVICES**

FORM OF PROPOSAL

The Firm Of: _____

Hereby agrees to provide the requested services as defined in the proposal, attachments thereto, and Addenda No. _____, Dated _____; No. _____, Dated _____; No. _____, Dated _____

at the following lump sum contract prices for special procedures. *(NOTE: If an error is made in addition calculations, the unit price costs shall prevail.)*

AUDITING - FINANCIAL STATEMENT

Item No.	Description / Written Price	Price (Figures)
<u>WC Volunteer Fire & Rescue Association; Year ending 06/30/2018</u>		
1.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Williamsport Volunteer Fire & EMS Company Co. 2; Year ending 6/30/2018</u>		
2.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Sharpsburg EMS Company Co. 19; Year ending 06/30/2018</u>		
3.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>

Item No.	Description / Written Price	Price (Figures)
<u>Volunteer Fire & EMS of Halfway Co. 26; Year ending 06/30/2018</u>		
4.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Clear Spring Ambulance Club Co. 49; Year ending 12/31/2018</u>		
5.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Hancock Rescue Squad Co. 59; Year ending 12/31/2018</u>		
6.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Boonsboro Ambulance and Rescue Company Co. 69; Year ending 06/30/2018</u>		
7.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>
<u>Smithsburg Emergency Medical Services, Inc Co. 79; Year ending 6/30/2018</u>		
8.	_____ <i>(Dollars)</i> _____ <i>(Cents)</i>	\$ _____ <i>(Figures)</i>

Item No.	Description / Written Price	Price (Figures)
	<p>TOTAL SUM</p> <p>_____</p> <p style="text-align: center;"><i>(Dollars)</i></p> <p>_____</p> <p style="text-align: center;"><i>(Cents)</i></p>	<p>\$ _____</p> <p style="text-align: center;"><i>(Figures)</i></p>

Schedule of Professional Fees for Supplemental Services, if required by Washington County, Maryland:

Hourly Rates

Partners	\$ _____
Managers	\$ _____
Supervisory Staff	\$ _____
Staff	\$ _____
Other (Specify)	\$ _____

PROPOSER MUST SIGN HERE

By signing here, the firm does hereby attest that they have read fully the instructions, conditions and general provisions and understands them.

Firm Name: _____

Address: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ Fax No.: _____

E-mail Address: _____

Date: _____

Federal Employer's Identification Number: _____

EXCEPTIONS _____

(If no exceptions are being taken, state NONE)

POLICY TITLE: **Insurance Requirements for
Independent Contractors**

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, and name Washington County on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Insurance Department, Board of County Commissioners of Washington County prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991
Effective Date: August 27, 1991
Revision Date: March 4, 1997
Effective Date: March 4, 1997

WASHINGTON COUNTY, MARYLAND
PURCHASING DEPARTMENT
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number (PUR-1447)

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the above
named Contractor and I affirm the following:
(Month) (Year)

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or
themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for
and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Washington County, whether elected or appointed, has in any manner whatsoever, any interest in or has received
prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this
contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service
or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or
employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable
to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on
corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts
with Washington County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the
federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe
under the laws of any state or the federal government.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Washington
County have been convicted within the past twelve (12) months of discrimination against any employee or applicant for employment, nor
have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of
Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of
my knowledge, information and belief.

DATE

SIGNATURE

COMPANY NAME PRINTED

PRINTED NAME

PUR-1447
Rev. 2/29/08

TITLE

CONTRACT FOR EMERGENCY SERVICES SPECIAL PROCEDURES AND AUDITING SERVICES

This Contract for Emergency Services Special Procedures and Auditing Services (the "Contract") is made this _____ day of _____, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, 100 West Washington Street, Hagerstown, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and _____ (the "Auditor").

RECITALS

Auditor is a Maryland limited liability company comprised of certified public accountants and has been retained by the County in accordance with the Request for Proposals Regarding Qualifications & Experience/Technical Proposals and Price Proposals Emergency Services Special Procedures and Auditing Services (PUR-1447) dated _____, 2019 and any and all addenda thereto (the "RFP"), as auditor performing agreed upon procedures (AUP) or audit of the financial statements of selected EMS companies or the WCVFRA for the most recently completed established annual year.

The County hereby accepts the proposal dated _____, 2019, submitted by Auditor to the Washington County Coordinating Committee (the "Proposal"), subject to the provisions and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. **NATURE OF WORK.** Auditor will perform Agreed Upon Procedures and an audit of the financial statements of the selected EMS companies and WCVFRA in accordance with the terms and provisions of the RFP and the Proposal, the contents of which (the RFP and the Proposal) are incorporated herein by reference and made a part hereof, except as specifically modified herein. Should the RFP differ in any respect from the Proposal, the provisions of the RFP shall govern. In the event of conflict in the provisions of the Proposal and this Contract, the provisions of this Contract will govern. The AUP shall be performed in accordance with Attestation standards, as set forth by the American Institute of Certified Public Accountants. The audit shall be made in accordance with generally accepted audit standards and shall include tests of the accounting records and procedures sufficient to express an informed opinion of the companies' financial statements. At the conclusion of the engagement, the auditor will furnish required reports. For the attestation engagement, the County will require a report outlining each of the AUP performed and the findings thereof. The report should be specific. If sampling occurred, the document should specify the type and quantity of sampling. For the audit engagement, a report will be required on the fair presentation of the financial statements in

conformity with generally accepted accounting principals. Also, a report shall be furnished on compliance and internal control over financial reporting based on an audit of the financial statements.

The County shall have sole discretion to determine the need for the continued provision of the services specified in this Contract. The Auditor shall not perform services for which the cost would exceed the dollar authorization set forth in this Contract. If, at any time, and in its sole and absolute discretion, the County determines that the services provided under and pursuant to this Contract by any of the Auditor's employees are not satisfactory, it shall so notify Auditor in writing and Auditor shall immediately withdraw such individual and, at the County's option, furnish an individual who meets the qualifications required.

2. **TERM.** The Auditor shall perform the agreed upon procedures and an audit of the financial statements of the Companies for the most recently completed annual year of stated companies, whether it be 12/31/2018 or 06/30/2018.

3. **TIME DEVOTED TO WORK AND LIQUIDATED DAMAGES.** In the performance of the services and the hours Auditor is to work on any given day shall be entirely within the Auditor's control and the County shall rely upon the Auditor to put in such number of hours as may reasonably be necessary to fulfill the spirit and purpose of this Contract. Auditor shall complete the services to be performed under this Contract in accordance with the schedule set forth in the RFP, subject to the availability of the records that are the basis of the audit. If the Auditor fails to meet any required term, criteria, provision or condition of this Contract, the County shall provide written notice to the Auditor by certified mail stating the failure/infracton and allowing the Auditor forty-eight (48) hours to come into full compliance. Moreover, failure of the Auditor to meet any required term, criteria, provision or condition of this Contract during the term of this Contract or any renewal thereof, shall result in the Auditor being responsible for liquidated damages as specifically provided for below. A one-time charge of Three Hundred (\$300.00) Dollars shall be assessed against the Auditor for any non-compliance item that cannot be retroactively corrected. Should the Auditor fail to perform as specified in this Contract, it is understood and agreed that the County shall deduct from any outstanding invoice an amount equal to Three Hundred (\$300.00) Dollars per calendar day as liquidated damages, until such time as the proper work is performed in accordance with this Contract. The parties agree and acknowledge that the potential liquidated damages as outlined herein are not a penalty but are, in fact, liquidated damages.

4. **PAYMENT.**

a. The Auditor shall be compensated for its services on a contract lump sum basis.

AGREED UPON PROCEDURES AND AUDITS			
		AUP	Audit
1.	Washington County Volunteer Fire & Rescue Association		
2.	Williamsport Volunteer Fire & EMS Company		
3.	Sharpsburg Area EMS Company		
4.	Volunteer Fire Company of Halfway		
5.	Clear Spring Ambulance Club		
6.	Hancock Rescue Squad		
7.	Boonsboro Ambulance & Rescue Company		
8.	Community Rescue Service Company		N/A
9.	Smithsburg Emergency Medical Services		
	<u>TOTAL</u>		

b.

The fee for extra or supplemental work as specified in Paragraph VII of the RFP shall be based upon the following hourly rates:

Partners	\$
Managers	\$
Supervisory Staff	\$
Staff	\$

5. **AUDITOR'S EMPLOYEES.** In the event employees of Auditor also perform services for the County under and pursuant to this Contract, they shall be bound by the provisions of this Contract and Auditor shall, at the request of the County, furnish to the County satisfactory evidence to that effect, and that such employees are in fact employees of Auditor only and that all taxes required to be withheld or paid on behalf of such employees have been paid or provided for by Auditor and that all required policies of workers' compensation are in place.

6. **CONFIDENTIALITY.** Auditor agrees that all knowledge and information that Auditor may receive from the County or from companies and all information provided by Auditor to the County and reports of work done, together with any other information acquired by or as a direct result of the services provided by the Auditor as contemplated herein, shall for all time, and for all purposes be regarded by Auditor as strictly confidential and held by Auditor in confidence, and solely for the County's benefit and use, and shall not be used by Auditor or directly or indirectly disclosed by Auditor to any person whatsoever, except to the County or with the County's prior written consent, approval and permission.

7. **AUDITOR'S REPRESENTATIONS.** Auditor represents and warrants that Auditor and Auditor's employees have the right to perform the services required under and

pursuant to this Contract without violation of obligations to others, and the Auditor and its employees have the right to disclose to the County all information transmitted to the Auditor in the performance of services under and pursuant to this Contract, and Auditor agrees that any information submitted to the County may be utilized fully and freely by the County.

8. TERMS TO BE EXCLUSIVE.

a. The entire contract between the parties with respect to the subject matter hereunder is contained in this Contract and it supersedes all prior oral or written agreements and representations between the parties.

b. Except as herein expressly provided to the contrary, the provisions of this Contract are solely for the benefit of the parties hereto and not for the benefit of any other person, persons or legal entities.

9. **ASSIGNMENT.** The rights and obligations of Auditor under this Contract are personal and specific to Auditor and may not be assigned or transferred to any other person, firm, or corporation without the prior, express, written consent of the County.

10. **MODIFICATION OR WAIVER OF CONTRACT.** Any modification or waiver of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

11. **NOTICES.** Any notice provided for or concerning this Contract shall be in writing and be deemed sufficiently given when sent by certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Contract.

12. **SUCCESSORS BOUND.** This Contract shall inure to the benefit of, and shall be binding upon each of the parties hereto and their respective successors and permitted assigns.

13. **NONDISCRIMINATION.** No discrimination because of race, color, national origin, ancestry, or religion shall be made in the employment of persons to perform services under this Contract. Auditor agrees to meet all federal, State and County requirements pertaining to nondiscrimination in employment.

14. **INTEREST OF AUDITOR.** Auditor covenants that neither it nor any of its members presently has any interest, nor shall Auditor or any of its members acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder. Auditor certifies that no one who has or will have any financial interest under this Contract is an officer or employee of the County.

15. **SEVERABILITY.** If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible, (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction, and (c) the parties hereto shall endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid and enforceable provisions, the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.

16. **GOVERNING LAW.** It is agreed that this Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista Hart, County Clerk

BY: _____
Jeff Cline, President

ATTEST:

BY: _____

Recommended for approval:

Director
Budget & Finance

Approved for legal sufficiency:

Kirk Downey
County Attorney

ATTACHMENT NO. 6

Emergency Services Fiscal Policy



Washington County,
Maryland

Washington County, Maryland
Emergency Services Financial Policy
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Purpose

The primary purpose of this policy is to provide guidance on County allocation of funds to Emergency Service Companies (Companies). The policy is to provide reasonable assurance that County funds are accounted for in a clear and transparent manner, are used for appropriate emergency services expenditures, and that services are provided in accordance with adopted policies and procedures in order to receive allocations from the County. The policy also defines what County funds can be used for, timing of payments, and fiscal reporting requirements.

Scope

This policy applies to all County allocations defined as any subsidies, reimbursements, distributions, grants (direct or pass-through) or incentives. The policy does not apply to other revenues sources independent of the County.

The Washington County Volunteer Fire and Rescue Association (Association) shall at a minimum comply with the fiscal reporting requirement section of this policy and be in compliance with the entire policy if receiving County allocations.

This policy does not supersede Gaming revenues which are governed under separate rules, regulations and reporting.

Appropriation of Funds

The amount of funds available for each Emergency Service Company shall be determined and appropriated by the County Commissioners in conjunction with the annual budget process.

Any request for change in the general operational, utility, or other allocation shall be submitted to the Director of Emergency Services and in accordance with emergency services plans adopted and implemented.

Payment of Appropriation

The County will disburse funding in four equal installments during the fiscal year providing all required County financial reports and documents have been received in a timely manner and prepared in good order.

The four installments will be scheduled for payment by July 1st, October 1st, January 1st, and April 1st.

Spending Guidelines for County Funds

Allowable expenditures of County Emergency Services funds:

- Emergency service vehicles and equipment:
 - Acquisition costs associated with and including debt service (principal and interest)
 - Operational expense associated with repairs, maintenance, and fuel.
- Personnel expenses including payroll and benefit costs
- Personal protective clothing and equipment
- Training costs related to emergency services
- Facility, operation and maintenance
 - Only expenditures associated with facilities whose primary use is to house apparatus, provide training, or conduct department meetings are allowable, all other facility costs must be supported by non-county revenues
- Insurance
 - Includes coverage for service vehicles and equipment, primary facilities, general liability, bond insurance, board insurance, etc.
- Public emergency services education
- General Administrative costs related to emergency service delivery including but not limited to:
 - Accounting costs
 - Bank fees
 - Office supplies
 - Postage
 - Copier and telephone
- Other expenditures incurred in providing core emergency service functions as defined in the definitions section

Disallowed expenditures of County Emergency Services funds:

- Fund raising or social activities
- Charitable donations
- To reimburse for in-kind services
- For any expense that is not conducive to providing public Emergency Services

Fiscal Reporting Requirements

All Companies and the Association shall have completed any annual fiscal reporting requirements with the Office of Budget and Finance as a condition to receiving any form of financial assistance, direct distributions and or coverage of expenses.

Annual Financial Reporting Requirements

Annual financial reporting shall consist of the following:

- Financial Statements in the highest to lowest order of availability. Financial Statements shall consist of a balance sheet and income statement, as a minimum.
 - Audited Financial Statements or;
 - Reviewed Financial Statements or;
 - Compiled Financial Statements or;
 - Company prepared financial statement
- Auditor letters regarding significant findings, if presented
- Form 990 and supporting documentation
- Certification Statement (Appendix A)
- Total annual operating budget (Association only)

The annual financial packet will be considered not filed if any form is missing or substantially incomplete. For the purposes of the policy, financial information filed under this policy is considered proprietary information.

Annual Filing Requirements

Volunteer Emergency Companies:

- The reports are due no later than six months after the company's year end.
- The report must be complete and accurate.
- The financial statements and Form 990 shall agree. If they do not, a reconciling statement shall be provided.
- If information is not available by the six month period, an extension form can be filed and approved by the Office of Budget and Finance. (Appendix B)
 - If an extension is filed and approved fifty percent of the remaining allocations will be withheld until the annual financial reports are filed and approved by the Office of Budget and Finance. Once the completed report is filed the withheld funds will be disbursed with the County's next scheduled payment cycle.
 - If no financial reporting is made by the six month due date and no extension request is made by the company, all public funds will be withheld.

Failure to file annual financial documents, receive appropriate extensions within nine months of a company's year-end, or provide services in accordance with County adopted policies and procedures will result in forfeiture of all public funds withheld during that period. The funds may then be redistributed or withheld by the Board of County Commissioners, as they deem appropriate.

Washington County Volunteer Fire and Rescue Association:

- The Financial Statements and IRS form 990 are due no later than six months after the Association's year end.
- The report must be complete and accurate.
- The financial statements and IRS form 990 shall agree. If they do not, a reconciling statement shall be provided.
- The Association's total corporate annual budget and the Association's County budget requests, if any, are due January 31st of each year.
- If information is not filed by the due dates stated above, the County will withhold the Gaming distributions until the reports are filed with the Office of Budget and Finance. Once the completed report is filed, the withheld funds will be disbursed with the County's next scheduled payment cycle.
- The County Commissioners shall accept or reject the Association's total annual budget by a majority vote as documented in the minutes.
- The Association shall provide the County a copy of the Association minutes showing majority approval of the total corporate annual budget filed with the County.

The Office of Budget and Finance will send notification to the Companies and the Association acknowledging receipt of financial reports and or extensions. It will be the Emergency Service Company's and Association's responsibility to notify the Office of Budget and Finance of any change in personnel and or address for notification purposes.

Reporting and format requirements will be determined by the Office of Budget and Finance. The Director of Budget and Finance shall have the authority to make minor changes to the policy for administrative clarification or easier interpretation of the policy, providing policy intent is not affected by the change.

Compliance Review of Financial Reports

The Office of Budget and Finance will perform a compliance review of the fiscal reports submitted. Any questions during the review will be discussed and or resolved with the individual company and or Association. The Office of Budget and Finance will work to resolve any questions quickly.

Length of Service Awards Program (LOSAP) and Emergency Medical Service Staffing Agreement Reporting Requirements

The Company shall disclose all required information and documentation under the LOSAP plan and the Emergency Service Staffing Agreement, and any other related

agreements. The Annual Reporting Requirements apply as a condition to receive and or fund LOSAP and Emergency Service Staffing programs. The information must be provided in the format deemed appropriate by the County.

In the event that a Company fails to provide the required information regarding the LOSAP plan within 30 days of the request, the County may withhold distribution of operating allocations until the information is submitted. Failure to submit the required information within 90 days will result in forfeiture of all County funds.

Should the Company fail to provide the required information regarding Emergency Service Staffing within 30 days from the date due, the Company's next grant installment shall be withheld until the information is submitted to the Office of Emergency Services. Failure to submit the required information within 90 days will result in forfeiture of all County funds.

Recordkeeping requirements

All canceled checks, bank statements, invoices, and other supporting documentation associated with County appropriations shall be maintained for a minimum of three years. The three year retention period begins on the first day of the fiscal or calendar year following the use of the County funds. The following is an example:

Year End	Retention Period
June 30, 2014	June 30, 2017
December 31, 2014	December 31, 2017

Audit Requirements

All financial reports and the associated supporting documents shall be subject to audit or other levels of service (i.e. agreed upon procedures) by an independent accountant to be selected and paid for by the County Commissioners or subject to review by the County Office of Budget and Finance. Companies and the Association shall make records available to the County or its agent within 30 days of notification.

Failure to cooperate with the County or its agents will be sufficient cause for the County to cease distribution of all public funds to the company in question, and consider disciplinary action under the authority of Chapter 10, Subtitle 4, Section 10-401 of the Code of the Local Public Laws of Washington County, Maryland.

Appeal Process

Disputes regarding actions taken by the Office of Budget and Finance over compliance with this policy may be appealed by the company in writing. The written request must be made within 60 days of event giving rise to the dispute and sent to the County Administrator's Office. Upon receipt of the request the County Administrator's Office will schedule an appeal hearing to take place no later than 30 days from receipt. The appeal will be heard by a four member panel consisting of the County Administrator, President of the Fire and Rescue Association, the County Attorney, and the Director of Emergency Services. Decisions will be made and communicated in writing to the company within 30 days of the hearing.

Questions

Any questions concerning the reporting requirements and or policy may be directed to the Office of Budget and Finance at 240-313-2300 for guidance.

Forms and Filing Options

Form Location Filing Options	Description
Internet Location of Forms	www.washco-md.net//budget_finance/budget.shtm
Hard Copies of Forms	100 West Washington Street, Room 304 Hagerstown, Maryland 21740 240-313-2313
E-mail Filing of Forms	dbrown@washco-md.net
Faxed Filing of Forms	Fax: 240-313-2301 Washington County Maryland Office of Budget and Finance Attention: Accounting Supervisor
Mailed Filing of Forms	Washington County Office of Budget and Finance 100 West Washington Street Room 304 Hagerstown, Maryland 21740 Attention: Accounting Supervisor
Contact Information	Washington County, Maryland Office of Budget and Finance Accounting Supervisor 240-313-2313

Definitions

Emergency Service Company – A volunteer fire department, rescue department, or ambulance department that is incorporated, designated, and approved and recognized by the Washington County Volunteer Fire and Rescue Association, Inc., and the County Commissioners of Washington County. The authority which is noted under Chapter 10, Subtitle 4, Section 10-401 of the Code of the Local Public Laws of Washington County, Maryland or a paid company recognized by the City of Hagerstown.

Allocation – Any form of support such as a subsidy, reimbursement, appropriation, grant, or incentives.

Appropriation – An amount authorized for disbursement and/or payment on behalf of Emergency Services by the Board of County Commissioners of Washington County, Md

Annual Budget Process – Annual budget process begins in January, with formal adoption no later than June 30. The County fiscal year is July 1st through June 30th.

Compliance Review – A general review of submitted information reviewed for completeness and policy compliance.

Core Emergency Service Function – Washington County defines core emergency service functions for the County as:

- Firefighting
- Emergency medical services
- Hazardous materials containment and disposal
- Promoting fire safety
- Responding to road traffic collisions
- Responding to other emergencies

Underlying the core functions, the following services are essential in providing emergency services within Washington County:

- Emergency call handling and mobilizing resources
- Emergency response to fire, road traffic collisions and other emergencies
- Emergency response for medical services
- Fire safety enforcement
- Promoting emergency services safety
- Warning and informing the public
- Volunteer retention
- Information sharing with other responders

ATTACHMENT NO. 7

EMERGENCY MEDICAL SERVICE STAFFING AGREEMENT

This Agreement (*Agreement*) is made as of July 1, 2010, by and between the Board of County Commissioners of Washington County, Maryland (*Board*), a body corporate and politic, and Community Rescue Service, Inc. (*Company*), a not-for-profit corporation duly organized and validly existing under the laws of the State of Maryland.

Policy Background

The overall goal of the emergency medical services (*EMS*) system is to provide excellent emergency care in a patient-oriented, consumer-driven approach exceeding all local, state, and national standards. Our commitment is to be progressive and proactive in our approach to fulfilling the emergency care needs of our community and to be efficient in the utilization of our resources.

The mission of the Board continues to be to support the volunteer fire and ambulance companies operating in Washington County, Maryland (*County*) in providing emergency services to the citizens of and visitors to the County.

The parties' mutual objective is to maintain and enhance the emergency services provided to the citizens of and visitors to the County. To that end, the Board, at its meeting of December 15, 2009, adopted updated plan proposals and recommendations to the Emergency Medical Services: Plan for the Future.

The Washington County Volunteer Fire and Rescue Association, Inc. (WCVFRA) has been instrumental in resolving the issues confronting the parties concerning the adequate provision of emergency medical services in Washington County.

This Agreement solidifies the working relationship between the parties and establishes the mutual rights and responsibilities of those parties as they work together to further their mutual objectives.

THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

Terms and Conditions

1. Board's Obligations

1.1. **First-Year Grant Investment.** For the fiscal year beginning July 1, 2010, and ending on June 30, 2011, the Board will provide an annual grant investment to the Company in the amount set forth in the attached Schedule A, payable in quarterly forward installments in July, October, January, and April. This grant investment shall be used by the Company to provide 24-hours-per-day emergency medical staffing coverage.

1.2. **Subsequent-Year Grant Investments.** For the fiscal year beginning July 1, 2011 and for each subsequent fiscal year thereafter, the amount of the grant investment shall be determined pursuant to the Board's regular budgeting process. The Board considers the grant investment to be a baseline budgetary funding expense to enable it to provide an essential service.

1.3. **Subsequent-Year Grant Investment Payments.** Subsequent annual subsidies will be paid in quarterly forward installments in July, October, January, and April.

1.4. **Factors in Determination of Subsequent Grant Investments.** For fiscal years beginning on July 1, 2011 and thereafter, the amount of any Company's grant investment shall be determined based upon the cost of providing emergency medical service staffing coverage to the Company's first-due area, the Company's billing and collection for services provided, the Company's cooperation with the Board's budgeting process, the Company's satisfaction of its obligations under this Agreement, and the Company's cooperation with the Division in the provision of emergency medical services.

1.5. **Division of Emergency Services.** The Board designates the Director of the Division of Emergency Services (Division) as the individual responsible for managing the Board's relationship with the Company, and any reports required to be submitted to the Board under this Agreement shall be submitted to the Director.

2. Company's Obligations

2.1. **Responsiveness.** The Company's response rate (as comprised of the Company's unit(s) as set forth on the attached Schedule A) to all requests for service in any 30-day period will not be comprised of more than five percent (5 %) responses deemed by the Division as late, light crew, or failed.

2.2. **Staffing.** The Company will maintain staffing for the minimum transport unit(s) set forth in the attached Schedule A.

2.3. **Deficiencies.** If the Company is unable to meet its obligations under §§ 2.1 or 2.2, then the Director will provide notice to the Company of the deficiency and, if not cured by the Company within 60 days, then the Director may take any emergency steps necessary to provide emergency medical services within the Company's first-due area, and the EMS Operational Program shall determine a final resolution for the deficiency. In the event that there is a dispute between the Company and the Director over whether an alleged deficiency actually exists, then the EMS Operational Program (the Director, the President of the WCVFRA, and the EMS Medical Director) shall review relevant data, benchmarks, and standards, and render a decision regarding the actual existence of a deficiency. This decision shall be binding on the Company and the Director. The Company hereby assigns to the Board the right to any receivables generated as a result of the Board's provision of staffing to the Company to maintain operation of the transport unit(s) identified in Schedule A.

2.4. **Staffing Information.** The Company agrees to provide material staffing information as requested by the Director to ensure the adequate provision of emergency medical services throughout the County. The information must be provided in the form and according to the schedule determined by the Director for the Company's number of units as identified in Schedule A.

2.5. **Division Staff Assignment.** The Company agrees that the Director may assign Division staff, in the Director's sole discretion, to meet a Company's obligations under §§ 2.1 or 2.2. Except under extraordinary circumstances as determined at the discretion of the Director and the EMS Operational Program, Division staff so assigned shall not count towards fulfillment of the Company's obligations under those sections.

2.6. **Billing.** All calls eligible for billing will be billed by the Company. The Company will regularly report, on the schedule and in the form requested by the Division, the status of billings and receivables. The Company's billings will follow the guidelines and standards set forth in the EMS Billing Policy I.05.06.

2.7. **Compensation and Benefit Competitiveness.** The Company will provide compensation and benefits for the persons staffing the transport units at a level and on a scale commensurate with the compensation and benefit levels maintained by other Companies throughout the County. The

Company's compensation and benefit structure will be within the guidelines promulgated or established by the EMS Operational Program. The EMS Operational Program will review annually the Company's compliance with this Section 2.7.

2.8. **Compliance.** The Company must maintain compliance with all County and State emergency medical service operational standards and requirements.

2.9. **Information.** The Company must provide the Director with any financial or operational information requested by the Director and/or the Board. The information must be provided in the form and on the schedule required by the Director. In the event that the Company fails to provide the requested information in a timely manner or within fifteen days from the date when the information is due, then the Company's next grant investment installment shall be assessed a penalty pursuant to the Board's Financial Reporting and Auditing of Volunteer Fire and Rescue Companies policy.

2.10. **Purchasing.** The Company agrees to utilize, so far as is practicable, pooled or cooperative purchasing procedures so as to minimize operational expenses.

2.11. **Company's Officers.** The Company must provide the Director with a list of the name, address, and telephone number(s) of the Company's corporate officers and chief(s). The Company will keep this list up-to-date and will notify the Director of any changes to the list.

3. General Provisions

3.1. **Termination.** The Board or the Company may terminate its obligations under this Agreement with ninety (90) days written notice to the other. If from the Board, notice shall be given to the President and Chief of the Company; and if from the Company, notice shall be given to the Director and the County Administrator.

3.2. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no amendment or modification of this Agreement is valid unless the same is in writing and signed by each party to this Agreement.

3.3. **Further Assurances.** The parties hereto expressly covenant that they will execute such other and further documents and assurances as may be necessary to effect the promises and purposes of this Agreement.

3.4. **Choice of Laws.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland in effect at the time of its execution, without regard to the place of execution or ratification of this Agreement and without regard to any conflict of laws principles of the State of Maryland.

3.5. **Entire Understanding.** The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person and that each party has had the opportunity for advice of counsel in the execution of this instrument. No representations of fact have been made by either party to the other except as herein expressly set forth.

3.6. **Severability.** If any provision of this Agreement shall be found to be invalid or void, it shall not affect or impair the remaining provisions which can be given effect without the invalid or void part.

3.7. **Disputes.** Any disagreement arising under this Agreement shall first be submitted to the EMS Operational Program for resolution.

3.8. **Forum.** Any dispute not resolved pursuant to § 3.7 shall only be heard in a court of competent jurisdiction located in Washington County, Maryland.

3.9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, when considered together, shall constitute the original Agreement.

3.10. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors.

3.11. **No Assignment.** This Agreement cannot be assigned by the Company without the prior written consent of the Board.

3.12. **No Waiver.** Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver or future enforcement of that provision or any provision of this Agreement.



Agenda Report Form

Open Session Item

SUBJECT: City / County Memorandum of Understanding (MOU) Brief

PRESENTATION DATE: August 27, 2019

PRESENTATION BY: R. David Hays, Director, Division of Emergency Services (DES)

RECOMMENDATION: For consideration only at this time

REPORT-IN-BRIEF: In effort to codify fire, rescue and EMS services in all areas of Washington County, the Hagerstown Fire Chief and the Director of Emergency Services have been working collectively to formulate an Automatic/Mutual Aid Memorandum of Understanding (MOU). The MOU works to identify each elected body's responsibility and stated commitment relative to providing the citizens of Washington County with timely and effective emergency services.

DISCUSSION: The intent of city and county staff is to draft a document that addresses key issues in the delivery of emergency services (i. e. incident command (NIMS), closest unit, financial responsibility, Workers Comp. Insurances, etc.). The current plan is to present the final product to the Commissioners and Mayor and Council for subsequent approval as the Authorities Having Jurisdiction (AHJ) after a review and comment period has concluded. In drafting the document, staff have sought both county and city legal counsel throughout the process. Additionally, we offered the initial draft of the MOU document to the Washington County Volunteer Fire and Rescue Leadership Team on July 13, 2019 and subsequently on August 6, 2019 after a joint meeting between both DES and the WCVFRA. County staff have requested that the WCVFRA Leadership provide final comment by August 30, 2019.

Today's brief is intended to provide the document to the Commissioners for input during its draft stages in an effort to finalize the document for future presentation to both the Commissioners and Mayor and Council for adoption/execution.

A final review by County staff has authored 1 additional change to better reflect the legal responsibilities of both the BOCC and the City of Hagerstown Mayor and Council. An updated copy with the specified change has also been forwarded to the leadership of the WCVFRA on August 19, 2019.

FISCAL IMPACT: To codify services will allow for improved insurance ratings, training, and collaboration in execution

CONCURRENCES: County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: City/County Fire-Rescue Services MOU

**AUTOMATIC AND MUTUAL AID FIREFIGHTING, RESCUE,
AND EMS AGREEMENT**

This Automatic and Mutual Aid Firefighting, Rescue, and EMS¹ Agreement (“Agreement”) is made this _____ day of _____, 2019, by and between the Mayor and Council of the City of Hagerstown, Maryland, a body corporate and politic (“City”), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (“County”). The City and the County may sometimes be referred to in this Agreement individually as a Party or a Jurisdiction and collectively as the Parties or the Jurisdictions.

RECITALS

The Parties hereto maintain respective equipment and personnel for the suppression of fires, rescue, and EMS services (collectively “Services”) within their respective boundaries.

The Parties wish to enter into this Agreement to provide for cooperative Services and to augment Services in their respective boundaries.

The City and the County agree to provide the Services which they are respectively able to provide pursuant to this Agreement.

The City has control over paid employees of the City and agrees to provide those Services over which it has control. The County has control over fire protection and rescue services in Washington County, Maryland, pursuant to the following: (1) Sections 10-401 and 10-402 of the Code of Public Local Laws for Washington County, Maryland, and (2) a Resolution Establishing Standards for Volunteer Fire, Rescue, and Ambulance Departments, Resolution No. RS-2014-17, adopted by the Board of County Commissioners on October 14, 2014.

The County and City agree to dispatch the resources referenced above by sending the closest appropriate Services in response to a request for Automatic Aid or Mutual Aid in accordance with industry best practices.

The Parties deem this Agreement to be mutually beneficial to render Aid to one another in accordance with the terms set forth herein.

¹ Emergency Medical Services

TERMS & PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Recitals – The foregoing recitals be and are hereby incorporated herein by reference.
2. Terms – The following terms are defined in this Agreement as stated:
 - a. **Aid:** Any Services rendered by a Jurisdiction to the other pursuant to this Agreement. Aid shall be provided by the Parties' employees or agents who possess all required state and local training, licenses, and certifications required for the provision of Services.
 - b. **Automatic Aid:** Services provided immediately for an emergency response and/or request for Aid. At least 50% of a Jurisdiction's firefighting capacity must remain within that Jurisdiction when it is providing Automatic Aid. The Automatic Aid dispatch will include any fire, rescue, and/or EMS units as dispatched by "company" or specific "unit." It is the intent of the City to limit initial Automatic Aid resources to two engines, one aerial, and one chief officer until such time as additional staffed ready reserve units are either transferred into the City or controlled via the career callback system.
 - c. **Mutual Aid:** Services provided upon request for an emergency response and/or request for Aid.
 - d. **First-Due Host Jurisdiction (FDHJ):** The Party within whose geographic boundaries the emergency response and/or request for Aid is located.
 - e. **Automatic Aid Jurisdiction:** The Party whose geographic boundaries are outside the FDHJ but who represents the closest department and/or company to an emergency response and/or request for Aid and, therefore, is appropriately dispatched immediately along with the FDHJ.
 - f. **Mutual Aid Jurisdiction:** The Party whose geographic boundaries are outside the FDHJ where the emergency response and/or request for Aid is located.
 - g. **Incident Commander:** The on-scene unit officer, company officer, or chief officer who has assumed operational control ("Command") of an incident and

is responsible for establishing and updating the incident goals, strategies, and tactics and the deployment of assigned resources accordingly. “Command” shall be established by the first arriving unit at the scene of every incident. Command will be continuously maintained from the arrival of the first unit until the departure of the last unit from the incident scene. However, the individual serving as the Incident Commander may change several times throughout the incident as higher levels of command authority, experience, and/or ability are required or as the incident spans multiple operational periods.

h. **Region:** The area consisting of the City of Hagerstown, Maryland, and Washington County, Maryland.

3. Mutual Aid Requests – A Jurisdiction is authorized to request Mutual Aid pursuant to this Agreement whenever it is deemed advisable by the FDHJ or by the Incident Commander.

4. In-Kind Service Delivery – Each Party shall provide Services to ensure an equitable level of in-kind service delivery (including vehicles, equipment, and staff) between the Parties.

5. Automatic Aid Unit – When appropriate during an emergency response, the Washington County Emergency Communications Center (“WCECC”), utilizing computer-aided-dispatch (CAD) procedures, shall determine the Automatic Aid Jurisdiction unit’s or units’ current location and availability for emergency response. If the Automatic Aid Jurisdiction unit(s) is/are available, the WCECC shall immediately dispatch the Automatic Aid Jurisdiction’s unit or units and simultaneously dispatch the FDHJ’s unit or units.

6. Incident Command – Whenever a fire, rescue, or EMS service, department, or company is called to provide service in the Region, the first service, department, or company to arrive will establish Incident Command as prescribed by the National Incident Management System (“NIMS”). Each Party will be responsible for training its respective personnel and will ensure that its personnel are properly and adequately trained in the NIMS.

7. Reimbursement of Costs – The Parties will perform all obligations under this Agreement without reimbursement from each other, unless by agreement or otherwise specified by law, court order, or other legally binding authority. Nothing in this Agreement will be construed to prevent either Party from seeking reimbursement of the

costs of Services from third parties, including other individuals or entities or from state or federal funding sources as permitted by law. Each Party will be responsible for payment of workers' compensation, death, and any other applicable benefits to its own employees or agents who are injured or killed while carrying out operations and activities in furtherance of this Agreement to the same extent as if the injury or death occurred in the normal course of employment in the affected individual's employing Jurisdiction, without regard to geographical location of the precipitating event. Nothing in this Agreement will be construed against the City with respect to the computation of the tax differential applied to City taxpayers. Nothing in this Agreement will be construed against the County with respect to the computation of the tax differential applied to City taxpayers.

8. Waiver of Claims – Each Party waives all claims or potential claims against the other Party for the compensation of any loss, damage, personal injury, or death resulting from the performance of the Parties' respective obligations under this Agreement.

9. Integration – This Agreement is the Parties' final and complete agreement and supersedes all prior mutual aid or other related agreements for Services between the Parties. Either Party may propose amendments to this Agreement from time to time, but no amendment will be effective without the written consent of both Parties.

10. Effectiveness – This Agreement will become effective on the date signed by both Parties and will remain in full force and effect until cancelled by written mutual agreement of the Parties or upon ninety (90) days' written notice by one Party to the other Party.

11. Purpose and Immunity – All services performed by the Parties and their respective employees or agents, as well as expenditures made under this Agreement, will be deemed to be for public and governmental purposes. All immunities from liability enjoyed by federal, state, and local governments within each Party's boundaries will extend to each Party's respective participation and activities in rendering Services outside each Party's respective boundaries under this Agreement.

12. Liability and Damages – To the extent permitted by applicable law, each Party shall be responsible for their respective agents' and employees' acts and omissions conducted within the scope of their duties and causing injury to persons or property. Notwithstanding the foregoing, neither Party shall be responsible to the other Party for punitive damages assessed against their respective employees or agents or for any criminal conduct of their respective employees or agents. Nothing herein shall be deemed as a waiver of sovereign immunity or any other defense available to either Party.

13. Assignment and Applicability – This Agreement cannot be assigned without the written consent of both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties’ respective successors and assigns.

14. Applicable Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

15. Notices – Notices required under this Agreement are effective if given to the following, unless updated notice information is provided by either Party to the other in the future:

If to the City:

Steven Lohr, Chief
City of Hagerstown Fire Department
25 West Church Street
Hagerstown, MD 21740

With a courtesy copy to:

Jason Morton
Salvatore & Morton, LLC
82 West Washington Street, Suite 100
Hagerstown, MD 21740

If to the County:

R. David Hays, Director
Washington County Division of Emergency Services
16232 Elliott Parkway
Williamsport, MD 21795

With a courtesy copy to:

Kirk C. Downey, County Attorney
Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, MD 21740

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered.

MAYOR AND CITY COUNCIL OF
HAGERSTOWN, MARYLAND

ATTEST:

Donna K. Spickler, Clerk

By: _____
Robert E. Bruchey, II, Mayor

Approved as to form and
legal sufficiency:

Recommended for approval:

Jason Morton, City Attorney

Steven Lohr, City Fire Chief

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

ATTEST:

Krista L. Hart, Clerk

By: _____
Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

Recommended for approval:

Kirk C. Downey, County Attorney

R. David Hays, Director, Division of
Emergency Services



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Scott Nicewarner, City Administrator
From: Jonathan Kerns, Community Development Manager
Date: August 20, 2019
RE: **Vacant/Abandoned/Cyclical Tax Sale Properties – Strategy and Proposed Partnership with Washington County Government**

Action Requested:

During the August 27th joint meeting between the Washington County Board of County Commissioners and the Mayor & City Council, staff request an opportunity to discuss a strategy and potential City-Washington County partnership for reducing the number of vacant/abandoned/cyclical tax sale properties within the City of Hagerstown. This subject was initially discussed with the Mayor & City Council during a previous work session in 2019.

Background on Problem Tax Sale Properties

As described on the Washington County Treasurer's website, the Washington County Maryland tax sale process enables the County to collect all unpaid and delinquent City and County property taxes as required by statute. The annual tax sale typically occurs in June of each year. Properties subject to the annual tax sale can result in the following scenarios: current owner of record retains ownership of property by paying delinquent taxes and interest due, winning tax sale bidder gains ownership of property after a foreclosure process, or property remains in tax sale process due to a bidder's unwillingness to foreclose or lack of bids. A detailed description of the Washington County Tax sale process can be found in the attached document provided by the Washington County Treasurer's Office.

Each year, numerous properties within the City of Hagerstown and Washington County are subject to the annual tax sale process. Certain tax sale properties, especially vacant and/or abandoned properties, are a nuisance to their respective neighborhoods. The majority of these properties are vacant structures and vacant lots in residential neighborhoods within the City of Hagerstown (see attached maps).

Some of the subject properties include buildings in severe disrepair and have been known to attract illicit activity. This can require demand for and excessive use of HPD, HFD, and even EMS services. City properties are also monitored by City Planning and Code Administration staff and nuisance conditions such as trash, weeds, and snow are often abated throughout the year. These necessary abatements require hours of staff time and the abatement fees continue to increase the delinquent tax amounts for the properties in question. These properties continually put a strain on staff time and resources while negatively impacting the City and County's assessable property tax base.

Approximately forty (40) properties within the City have been subject to the tax sale process on annual basis and the process continues to repeat year after year with no change in property ownership. Some of these properties have delinquent tax amounts that far exceed the value of the property. Other factors deterring transfer of ownership include deteriorating property conditions, lot size, and the lack of feasible development options. Once up for tax sale, many of these problem properties do not receive tax sale bids. Without bids, the property ownership remains with the current owner of record and the property returns to the tax sale cycle the following year. Even if a subject property receives a tax sale bid, the tax sale bidder typically does not follow through with the necessary foreclosure process to gain ownership. This situation can cause the property to remain in limbo for up to two years before eventual return into the tax sale cycle for future years.

Over time, delinquent tax amounts increase on these properties and property conditions continue to deteriorate. This further reduces the likelihood of delinquent property taxes ever being collected by the City and County since the traditional tax sale process is unlikely to produce a transfer of ownership. The properties continue to have a detrimental impact on City neighborhoods.

Research on Programs for Vacant/Abandoned Tax Sale Property Programs

This problem is not unique to Hagerstown and Washington County. Many jurisdictions across the State of Maryland are experiencing similar problems with blighted properties subject to repeated tax sale.

During the research process on this issue, City staff consulted with various parties including but not limited to:

- Cindy Smith, Dorchester County Grants & Housing Administrator
- Dan Ehrenberg, Dorchester County Attorney
- Jen Keefer, City Attorney
- Todd Hershey, Washington County Treasurer
- Odette Ramos, Maryland Community Development Network
- Melissa Einhorn, Chief of Staff for State Senator Addie Eckardt

City Staff discovered a “Tax Lien Property Repurpose Program” currently operating in Dorchester County, Maryland. The goal of Dorchester County’s program is to transform problem tax sale properties, obtained by the County through tax lien foreclosure, in to productively owned property. Some highlights of the Dorchester County Tax Lien Repurpose Program include:

- Program was created in 2015-2016 and approximately 200 properties have been repurposed through the program
- Dorchester County gains ownership of problem/abandoned tax sale properties via foreclosure
- Properties are then donated and/or marketed for resale based upon set priorities for type of use
- In a typical year, Dorchester County forecloses on approximately 30 properties that are subsequently listed for sale through the program
- Select properties may be retained by the County or a City government if property is needed for a public purpose
- County pays foreclosure fees of approximately \$2,500 per property and attempts to resell at a price to recoup taxes owed (most situations result in selling for well below what is owed)

Guidelines for the Dorchester County program are included as an attachment.

The Maryland General Assembly enacted legislation in 2018 to provide local governments with additional flexibility for removing properties from the tax sale process to facilitate transfer of ownership. The bill expanded several provisions of the existing law that were only applicable in Baltimore City in the past.

The new legislation now gives local governments the following options:

- authorizes counties to withhold properties from tax sale that have been designated for redevelopment purposes

- sell abandoned property for less than the total amount owed
- take separate action outside of the standard tax sale process to collect delinquent taxes
- expedite the foreclosure of abandoned property

Recommended Strategy for Hagerstown's Cyclical Tax Sale Properties

Based upon the information received through consultation and research, staff recommend developing a program using an approach similar to the Dorchester County program. A cyclical tax sale property would be obtained by the City via tax sale foreclosure and the property would then be sold or donated shortly thereafter. End users could be identified prior to the City beginning the foreclosure process and once under City ownership, the property could be donated or sold immediately. If a property requires demolition, most cases would permit use of Community Development Block Grant funding for such demolitions. Vacant lots would be available for new construction projects and homeownership opportunities.

A high level overview of the process would include the following steps:

- Identification of cyclical tax sale property or properties that are vacant/abandoned and subject to multiple tax sales without transfer of ownership
- Property or properties are then categorized as a buildable vacant lot, unbuildable vacant lot, lot with structure that requires demolition, or lot with structure that can be rehabilitated
- City seeks a developer/partner/end user for a select property prior to proceeding with property foreclosure (Process to seek end user is to be determined)
- After identifying developer/partner/end user, City forecloses on property and takes necessary steps to resell property to developer/partner/end user
- If demolition is required, the City demolishes property immediately while under City ownership or requires developer/partner/end user to undertake demolition
- **Delinquent City Tax amounts would likely need to be reduced or forgiven to make resale and reuse feasible**
- **Requesting partnership with Washington County to also reduce or forgive delinquent County tax to assist with program feasibility**
- Previous property owner of record remains liable for uncollected tax amounts and judgment is entered for any remaining delinquent taxes

Staff initially sought solutions that would avoid the City acting as the property owners for vacant and abandoned tax sale properties. After numerous conversations with other jurisdictions and legal counsel, staff still recommend the above program concept as the most viable option for successful repurposing of problem tax sale properties. The goals accomplished by such a program would include elimination of neighborhood blight, demolition of unsafe structures, homeownership opportunities through new construction, reduced strain on Police/Fire/EMS/Code Inspection resources, and vacant/abandoned properties returning to productive and taxable uses.

Next Steps

The Mayor & City Council have directed City staff to move forward with officially creating a program to repurpose vacant and abandoned cyclical tax sale properties based on the concept discussed above. At this time, City staff continue to work with legal counsel to finalize the necessary details and program guidelines involved for tax sale foreclosure and property resale. One of the final steps needed to move forward with creating the program is Washington County Board of County Commissioner approval to reduce or forgive delinquent County taxes for properties that would be repurposed through such a program.

Once the program is finalized and formally approved by the Mayor & City Council, Staff estimate program implementation could begin on a pilot basis during late summer or early fall of 2019. Pilot

implementation would target a small number of vacant/abandoned cyclical tax sale properties with a high probability of successful resale and reuse. Staff will be available during the joint meeting to discuss these items in greater detail.

Attachments: Information Regarding Washington County Tax Sale Process
Cyclical Tax Sale Property Maps
Dorchester County Tax Lien Property Repurpose Program

- c. Jill Thompson, Director of Community and Economic Development
Michelle Hepburn, Director of Finance
Paul Fulk, Neighborhood Services Manager
Jen Keefer, City Attorney

INFORMATION REGARDING WASHINGTON COUNTY, MARYLAND PROPERTY TAX SALES AND TAX SALE REDEMPTIONS

REAL ESTATE TAXES

Real estate taxes are due and payable on July 1st, and become delinquent October 1st of each year. Under the Annual Payment Schedule, real estate taxes become delinquent as of October 1st. Under the Semiannual Payment Schedule, the first installment becomes delinquent as of October 1st, while the second installment becomes delinquent as of January 1st. Failure to receive a real estate tax bill does not relieve the property owner of the requirement to pay the real estate taxes or the subsequent penalties that are imposed on October 1st, should the real estate taxes become delinquent.

Penalty and interest are assessed on all delinquent real estate taxes at the rate of 1% per month or fraction thereof on the County and State portion of the bill until the bill is paid in full. Only payment in full of all amounts due will prevent the property from being included in the Tax Sale.

TAX SALE PROCEDURE

At least thirty (30) days before any property is first advertised for sale, a Final Bill and Legal Notice is mailed to the property owners of record at the last address provided to the Treasurer's Office. Tax sales are generally held annually on the first Tuesday in June, or such other dates as the Washington County Treasurer determines.

Advertisements for the tax sale are published in a County newspaper of general circulation for four consecutive Saturdays prior to the date of sale, specifying the place, date and time of the Sale, and listing all properties with delinquent real estate taxes or other municipal liens. Sale expenses are added to the delinquent amounts and included in the advertisement as the opening bid.

Bidders must register before the sale. Registration forms may be obtained from the Treasurer's Office, and must be completed and submitted by 4:00 p.m. on the last business day prior to the date of tax sale. Bidder's cards bearing the bidder's numbers will be provided upon approval of the completed bidder's registration form. Bidders must bring their Bidder's card with them on the date of sale, in order to place bids. Attendance at the tax sale is required in order to bid. Tax Sale Certificates cannot be purchased over-the-counter.

Payment of the opening bid amount is required on the day of sale.

Payment can be made by cash, check, or certain credit/debit cards (card payments incur additional fees).

Upon payment, a Tax Sale Certificate will be provided to the successful Tax Sale Purchaser. This certificate is

evidence that the Tax Sale Purchaser has purchased an enforceable lien against the property. Tax Sale Certificates can be assigned.

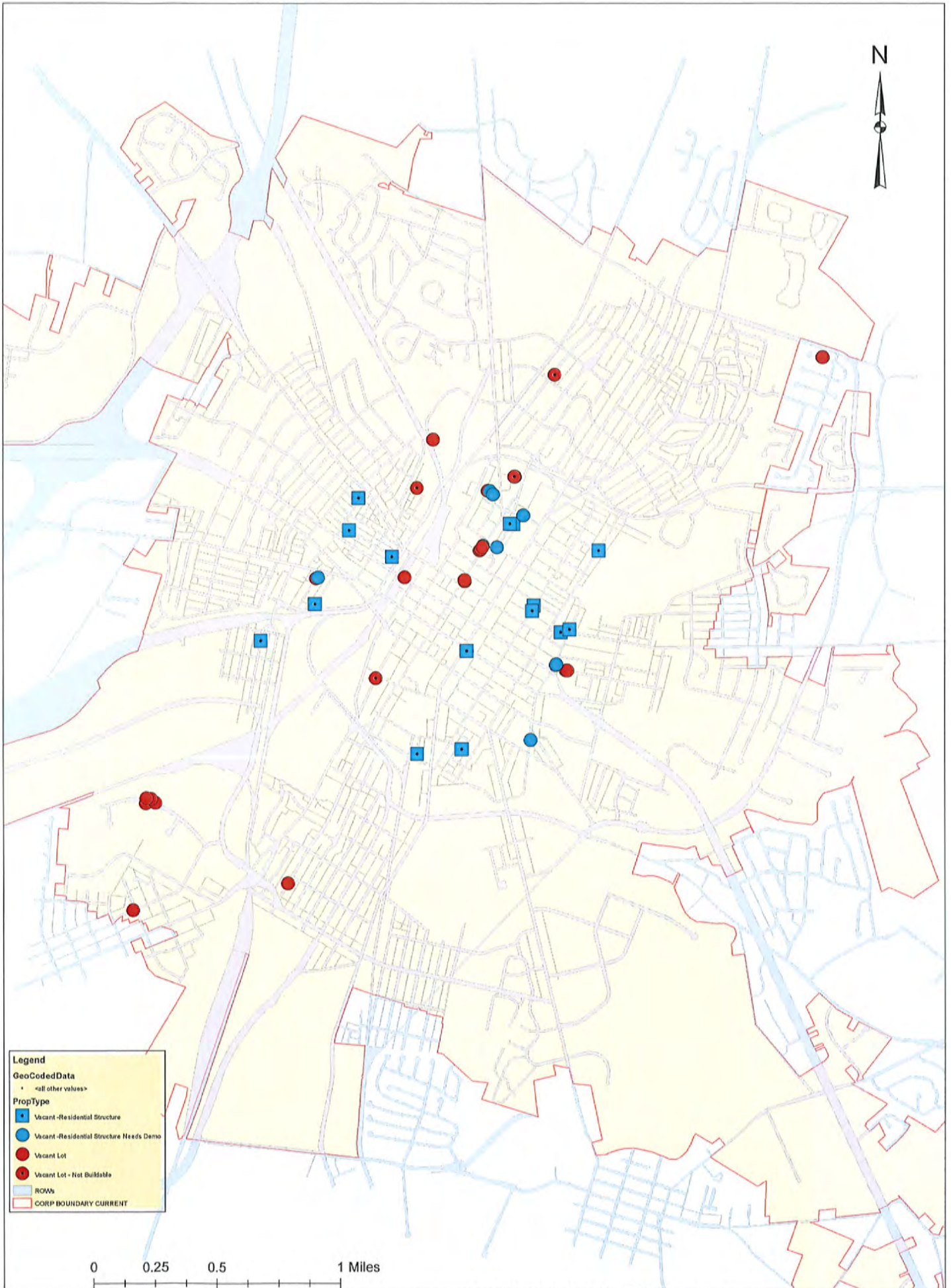
POST SALE PROCEDURES

The owner or other interested parties of the property for which a Certificate of Tax Sale has been issued has the right to redeem that property after the date of sale. The purchaser of a Tax Sale Certificate has no right to possession of the property until completion of foreclosure of the rights of redemption, including the delivery of a deed from the Washington County Treasurer. The action to foreclose the property owner's right of redemption can be filed in the Circuit Court for Washington County after six months from the date of the Tax Sale; however, it **MUST** be filed within two years of the date of the Tax Sale. If an action is not filed within that two-year period, the holder of the Tax Sale Certificate will **LOSE** all rights to the property described in the Tax Sale Certificate and **LOSE** all rights to a return of the downpayment. If the Tax Sale Purchaser holds more than one Tax Sale Certificate, all properties for which certificates are held can be included in a single action. Neither the Washington County Treasurer nor the attorney for the Washington County Treasurer can assist in the foreclosure process. The holders of Tax Sale Certificates are encouraged to seek the advice of an attorney of their choosing for assistance.

The period of redemption runs from the date of sale to the date of the final Court Order foreclosing or terminating the right of redemption, during which time the owner of the property has the right to remain in possession of the property. The redeeming party must pay to the Washington County Treasurer the amount of the opening bid paid at the Tax Sale together with 6% interest per annum, and any taxes, fees or charges accruing after the date of the Tax Sale. Four months after the date of the Tax Sale, the redeeming party may be responsible for the Legal fees of the Tax Sale Purchaser. After the first six months, the redeeming party may also be responsible for costs incurred by the Tax Sale Purchaser including reasonable legal fees, reasonable title search fees, and Court costs. The redeeming party may file a Motion with the Court to fix the amount of attorney's fees as well as other costs, and may require the foreclosing party to introduce evidence in Court to justify his fee.

The above is not intended to be a complete summary of rights or liabilities regarding the Tax Sale. Property owners and purchasers are encouraged to consult with an attorney for assistance. Additional information regarding Tax Sale matters are found in the Maryland Tax Property Article of the Annotated Code of Maryland §§14-808 through 14-854 inclusive, and are available online at <http://mlis.state.md.us/cgi-win/webstatutes.exe>.

For additional information regarding Washington County Maryland tax sales, including the tax sale registration form and tax sale listing, please visit our website at www.washco-md.net.



DORCHESTER COUNTY GOVERNMENT
Tax Lien Property Repurpose Program (TLPRP)

Definitions

Productive property – Any property providing a service to the community either via generation of tax revenue or provision of public/community benefit.

Affordable housing – Housing, the cost of which is less than 20% of the household income and the household is a Low and Moderate (LMI) household. The LMI definition supplied by HUD “would be able to afford to purchase and maintain it over a long period of time”.

Workforce housing Buyer – Housing for workers critical to the safety and improvement of the community (essential workers); for example: teachers, firefighters, law enforcement officers, public safety workers (EMT, Paramedics, etc.), nurses, medical personnel, county and city employees.

First Time Home Buyer – An individual or family that has not owned a home in the past five (5) years.

Qualified Bidder – Up to date on all tax payments nor had a property go to tax sale. All properties must be up to code with cities and county. There must be no past problems with closing on properties purchased from the County. Criminal activity and tenant complaints will be reviewed along with past clean and liens.

Price of Property – All liens plus foreclosure costs incurred by the County.

Primary Residence – Residence must be their declared primary residence.

Purpose – To transform property, obtained by the County through tax lien foreclosure, into productive property, the County will take the following steps sequentially.

Step 1 – RETENTION/DONATION OF PROPERTIES

A. Consider for use as a County property:

1. The County Elected Officials (EO) and Department Directors (DD) will be consulted to determine possible county uses.
2. Upon receipt of a Deed all County EO's and DD's will be sent an email with the property information.
3. If interested in the property for a County Use, the EO or DD will consult with the County Manager on the suggested use.
4. The County Manager will present the request to the Council for approval.

B. If the property is located in a municipality:

1. The County may offer the property to that municipality for no cost if it is contiguous to another municipality-owned property. If it is not contiguous to another municipality-owned property it may be offered at the Price of Property.
2. The Municipality's Authorized Official will be sent a certified letter with the property information and the offer to convey the property to the Municipality.
3. The Municipality will have thirty (30) days to respond to the letter.

C. Donations to Non-Profit Organizations for rehabilitation as Affordable housing:

1. Many properties in historic districts are in extremely poor condition, and require special treatment to prevent demolition.
2. If a nonprofit organization wants a property for rehabilitation, the ultimate use must be for resale to a home owner who will occupy the house.
3. The owner will occupy the house for 3 years as their primary residence.
4. The sale price will be below market value or financed by the organization with a no interest loan.
5. The non-profit will provide home buyer counseling before and after purchase.
6. The County will consider donating the property to the organization.
7. An MOU will be signed with the County stating terms requiring advertisement for resale within two (2) years of purchase.
8. The organization will meet with the municipality or County within 30 days of ownership to determine repairs needed to bring up to code.
9. The organization will then have one (1) year to complete repairs required to eliminate all of the code violations to the satisfaction of the muni or county. The municipality or County will provide a letter to the buyer and the County stating the buyer has met these terms. Upon receipt County will release the lien.
10. If any of terms are not met the property will revert to the County via a lien. The County will have the right to transfer title back into the County's name paying all the transfer fees. The Organization waives the right to any and all improvements or investments in the property, the property itself and the money paid to purchase the property.

Step 2 – SALE OF PROPERTIES

- A. The County will advertise the property sale by:
 - 1. Placing an advertisement in the local newspaper for two (2) consecutive weeks.
 - 2. Placing the list with minimum Price of Property and bid process on the County website.
 - 3. Placing the information on the County Facebook Pages.
 - 4. Placing signs on the properties.
 - 5. The County Housing Administrator will maintain a mailing list of interested individuals that have contacted the office and notify those on the list via mail or email.
- B. The sale process will be by sealed bid:
 - 1. The advertising will include information regarding the bidding process and the location to obtain the forms.
 - 2. The bid opening date will be set at approximately one month after all steps in A. above have been completed.
 - 3. The bid opening will be public and held in the County Meeting Room, Room 110 of the County Office Building.
 - 4. The Bids will be opened and read aloud at that bid opening.
 - 5. The Bids will be reviewed and scored by the Housing Team and a recommendation will be sent to Council for approval in open session.
 - 6. The Dorchester County Council reserves the right to accept or reject any and all bids or parts of bids when it is judged to be in the best interest of the County.
 - 7. All title transfers must be completed and balance due paid within 30 days of notification of bid award. If not completed in 30 days, the bidder will lose their deposit and the property awarded to the second highest Qualified Bidder.
- D. If no bids are received on a property Step 3 will be applied to them.
- E. In an effort to assist the City of Cambridge (City) to eliminate non-compliant multi-unit housing and blight, the County will do the following:
 - 1. If the property has been vacant for at least ninety (90) days, it must be returned to a single family residence; therefore, the County ensure that this requirement will be included in the sale advertisement and documentation.
 - 2. If the property is in the Pine Street or West End Historic District that information will be included in the advertisement and documentation.
 - 3. Require all buyers to meet with the City within thirty (30) days of purchase to determine repairs needed to bring the property up to code.
 - 4. The county will place a lien on the property that will state, if the repairs are not done, the property reverts to the County.
 - 5. The buyer will have one (1) year to complete repairs required to eliminate all of the code violations to the satisfaction of the city. The City will provide a letter to the buyer and the county stating the buyer has met these terms. Once received the County will release the lien.
 - 6. If the City is not satisfied with the progress they will meet with the buyer and the County Housing Administrator to determine a plan for successfully completing the improvements.
 - 7. If the three (3) parties cannot come to an agreement, the property will revert to the County for resale. The County will have the right to transfer title back into the County's name paying all the transfer fees. The Buyer will waive the right to any and all improvements or investments in the property, the property itself and the money paid to purchase it.
- F. Grants for Primary-Residence-Occupancy Home Buyers:
 - 1. To incentivize buyers to purchase these properties for primary residences, the County will provide a Grant (Attachment A) of 80% of the Price of Property.
 - 2. A point system will be used to score the bids. This system is detailed in Attachment A.
 - 3. Evidence must be provided as proof of status as a first time buyer or a workforce eligibility. A list of documents that will be accepted is included in Attachment B.
 - 4. The buyer must sign an MOU with the County that the property will be used as the buyer's primary residence for three (3) years along with other stipulations such as the lien. In extenuating circumstances the County may release this requirement.
 - 5. The buyer will meet with the municipality or County within thirty (30) days of ownership to determine repairs needed to bring the property up to code.

6. The buyer will have one (1) year to complete repairs required to eliminate all of the code violations to the satisfaction of the municipality or county. The municipality or County will provide a letter to the buyer and the County stating the buyer has met these terms. Upon receipt the County will release the lien.
7. If any of terms are not met the property will revert to the County via a lien. The County will have the right to transfer title back into the County's name paying all the transfer fees. The Buyer will waive the right to any and all improvements or investments in the property, the property itself and the money paid to purchase it.

Step 3 – RESIDUAL PROPERTIES

1. Will be offered to the contiguous Owner-Occupied or Non-rental owned (2nd home – home owners/weekenders) property owners for \$1.00.
 - a. The Contiguous property owners with Common Frontage with the property will be offered the property first via the method in b. through h. After the 30 day waiting period the Contiguous property owners with other abutting property lines will be offered the property using the same method.
 - b. Certified letters will be sent to addresses on the State Department of Assessments (SDAT) property search website.
 - c. The letter will include the County Property Acceptance form and contact information for assistance in completing it.
 - d. The offer will be good for thirty days (30) from the date of the letter.
 - e. The owner will be required to return the completed bid form via certified mail return receipt required or by hand delivery to the Finance Department.
 - f. Property will be awarded to the first owner to successfully complete and return the form.
 - g. Forms will be stamped with receipt date and time and will then be processed in order of receipt.
 - h. The new owner will have 30 days to transfer title to their name and will pay all costs related to the transfer.
2. If all of the Contiguous property owners decline the property offer, the lot will be offered to the municipality in which it is located, at no cost and then to non-profits.
3. If all non-profits and municipalities decline the offer the County will determine other options for disposal or retain the property as green space and decide if it will be maintained or be allowed to return to a natural state.

ATTACHMENT A
GRANT GUIDELINES

Purpose: To increase the number of single family owner-occupied homes.

To qualify for this grant:

- A. The Buyer must agree to reside in the property as their primary residence for three (3) years after receipt of Certificate of Occupancy.
- B. The Buyer must be a Qualified Bidder.
- C. The Buyer must supply all documents proving Status' with the bid or the points will not be awarded.
- D. The Buyer must provide proof of its financial ability to make repairs.

Point system – the Bids will be ranked by a point system with a total of 100 points possible.

Bid Price: 20 points

First Time Home Buyer: 20 points

Workforce Housing Buyer: 20 points

LMI Buyer: 20 points

Veteran: 20 points

Tie Breaker: Highest Bid Price

ATTACHMENT B
ACCEPTED DOCUMENTS

First Time Home Buyer: Complete form with residence information for last five (5) years.

Workforce Housing Buyer: Provide proof of employment – current company ID, current pay stub.

LMI Buyer: Provide proof of income – current two (2) pay stubs and prior year tax return.

Veteran: DD214.

Financial Ability: Savings account, loan preapproval or line of credit/credit card balance available AND prior year tax return.

Date of document: October 11, 2017

Vacant/Abandoned Tax Sale Properties

Overview



Tax Sale Process – “No-Bid” Properties

- Numerous vacant and abandoned properties are subject to the Washington County tax sale process every year.
- If no tax sale bids are received and/or winning bidders fail to follow through with foreclosure, subject properties remain in the tax sale cycle year after year.

What causes the “No-Bid” phenomenon in the tax sale process?

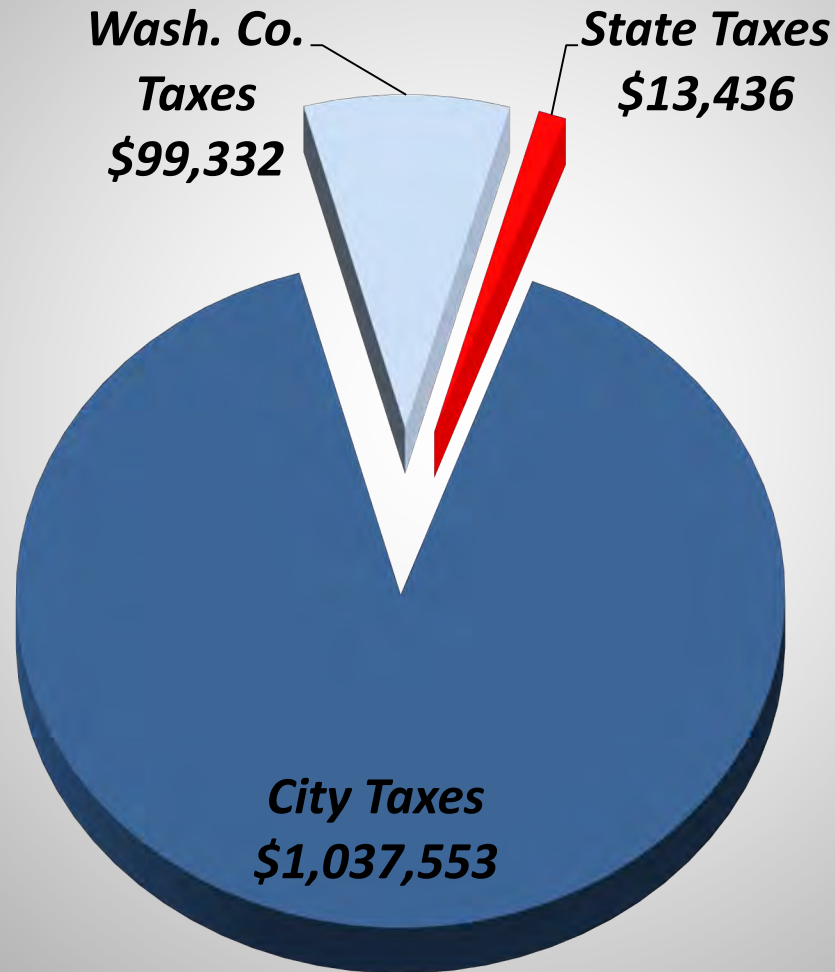
- Delinquent tax amounts that far exceed the value of the property
- Deteriorating property conditions
- Lack of feasible development options
- A combination the above

Impact of “No-Bid” Tax Sale Properties

Most, if not all, vacant and abandoned tax sale properties have very negative impacts in our City and County. These impacts include:

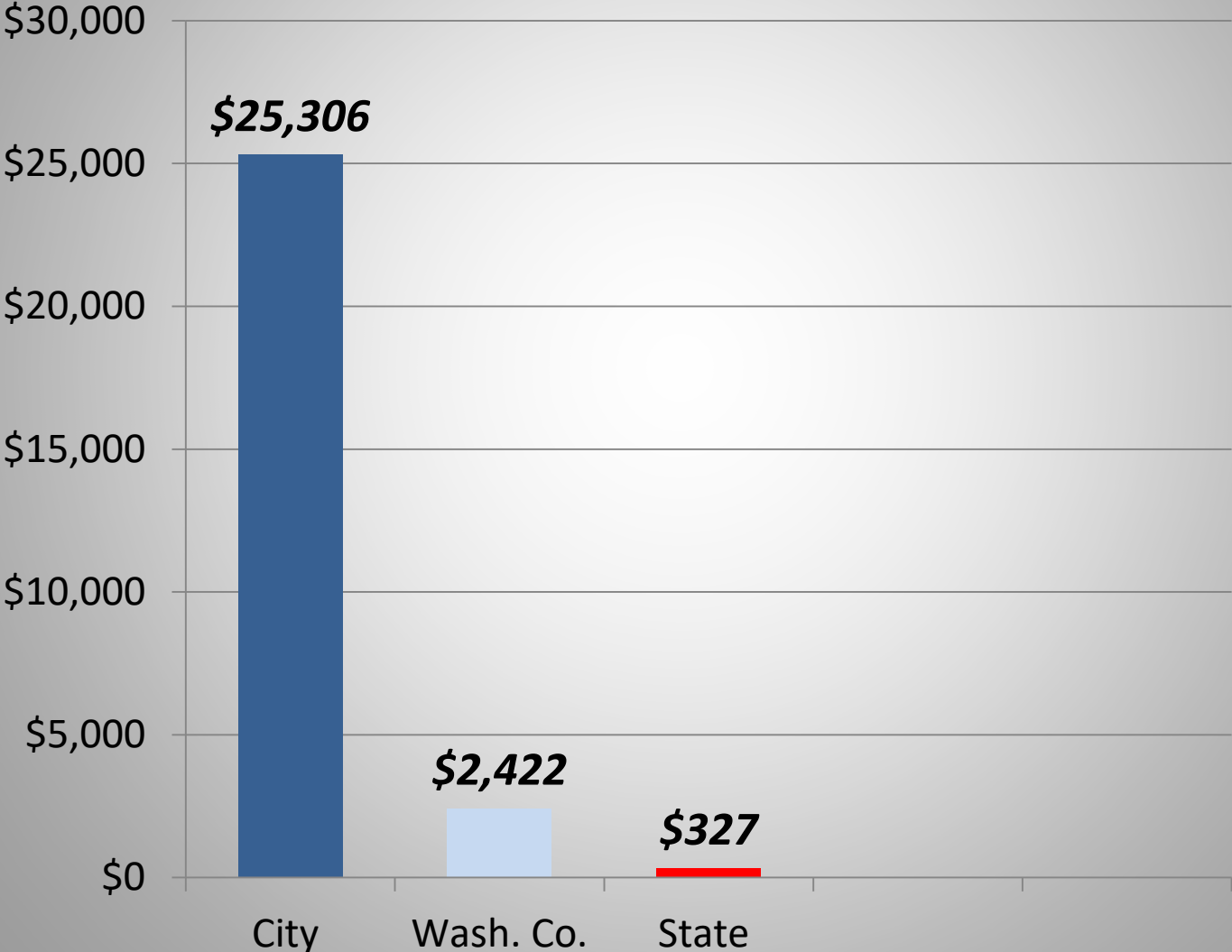
- Suppressed property values
- Attraction of illicit activity
- Neighborhood blight
- Increased demand for Police, Fire, EMS services and Code Inspection staff
- Ongoing loss of tax revenue

Delinquent Tax Amounts: 43 “No-Bid” Parcels Within the City of Hagerstown

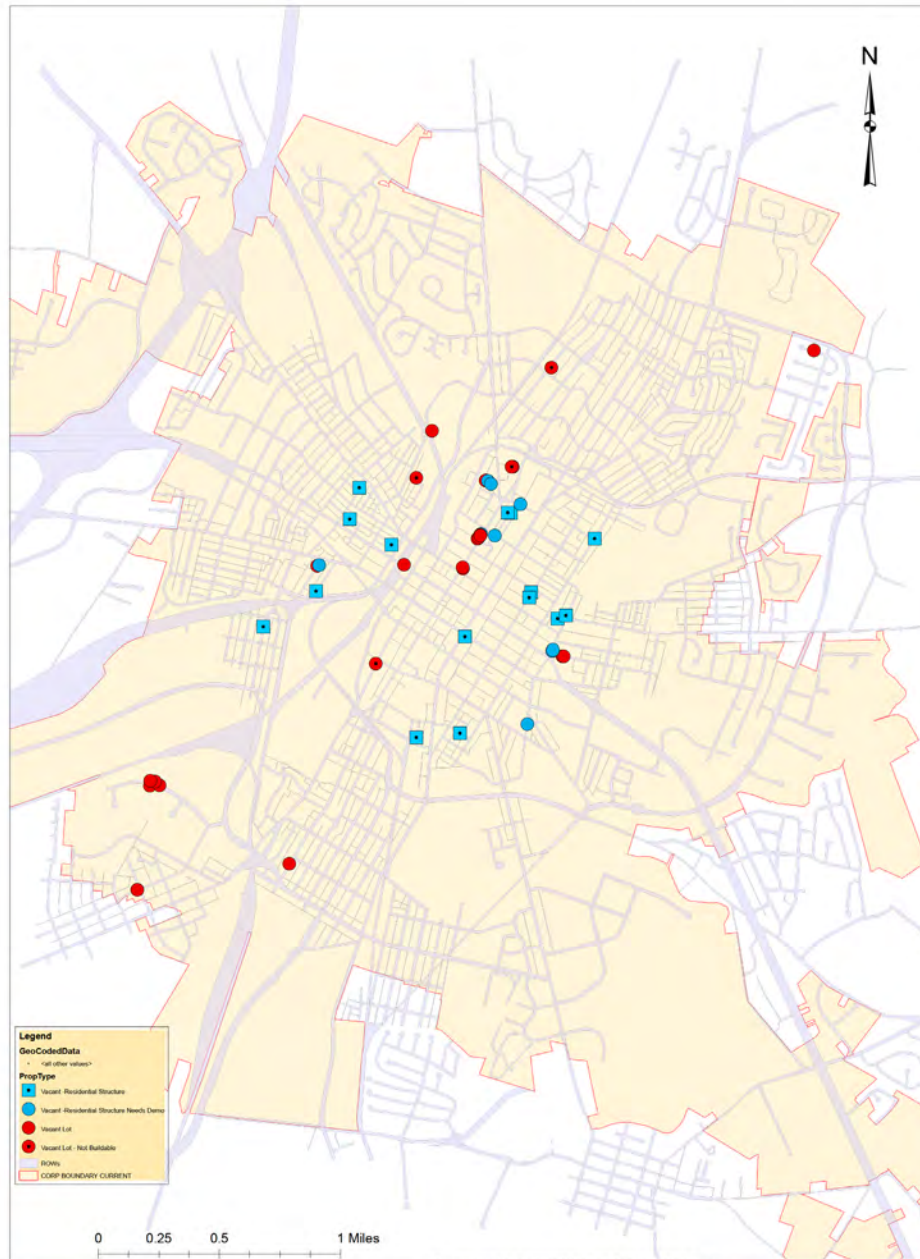


Amounts shown represent total of all 43 parcels. Parcels in question received no bids during the June 2019 tax sale.

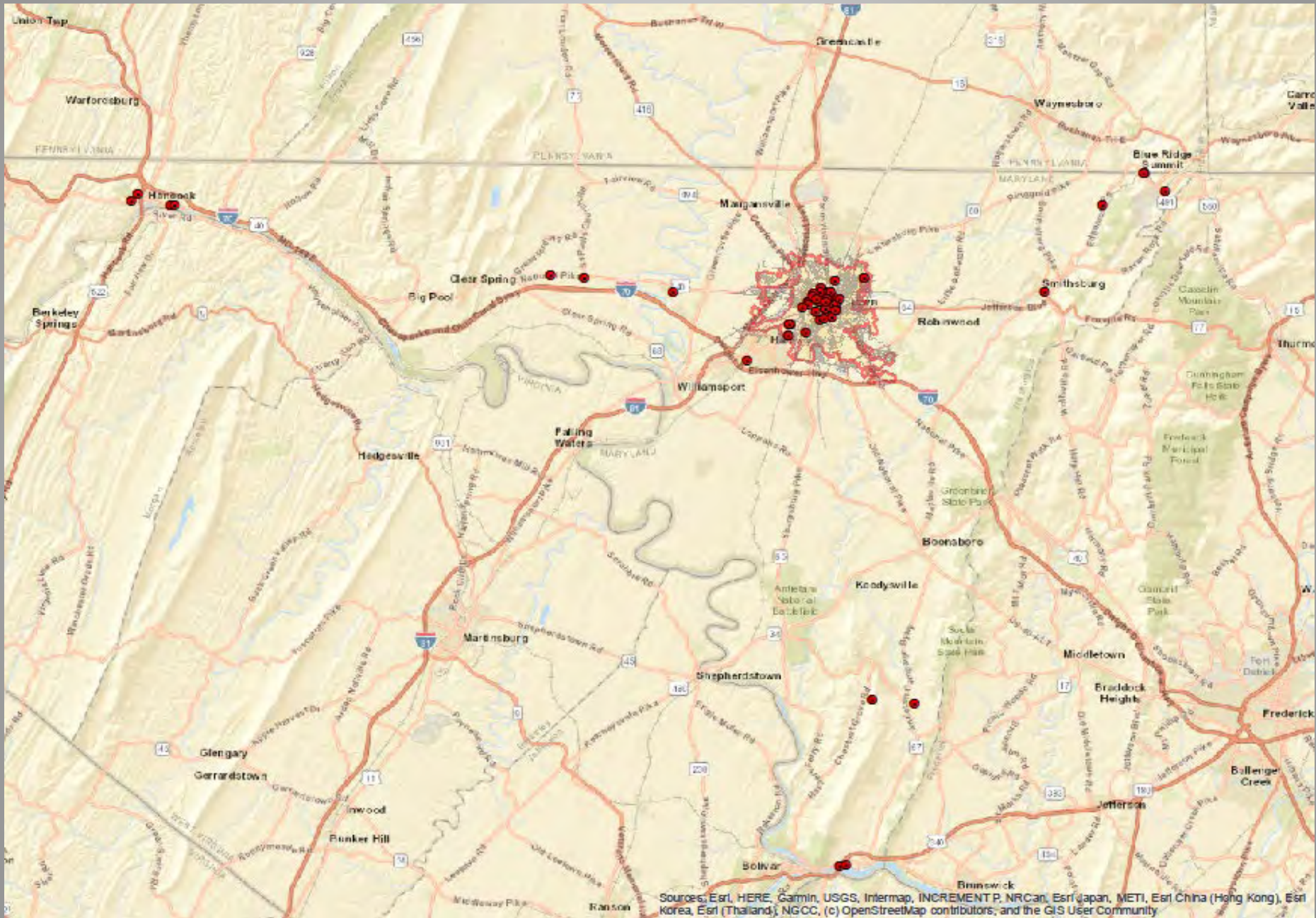
Average Tax Delinquency Per Parcel- 43 “No-Bid” Parcels Within the City of Hagerstown



Cyclical Tax Sale Properties – City Map



Cyclical Tax Sale Properties – County Map



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Example Parcel: 661-663 Pennsylvania Ave.
Entered Tax Sale Cycle in 2016



Delinquent Tax Amounts: City - \$75,418 County - \$3,606
State - \$490
Current Assessed Value: \$145,100

Example Parcel: 10-12 Elizabeth St.
Entered Tax Sale Cycle in 2014



Delinquent Tax Amounts: City - \$43,203 County - \$4,221
State - \$574
Current Assessed Value: \$68,600

Example Parcel: 339 N. Jonathan St.
Entered Tax Sale Cycle in 2014



Delinquent Tax Amounts: City - **\$5,853** County - **\$1,298**
State - **\$176**
Current Assessed Value: **\$50,200**

Example Parcel: 38-40 Charles St.
Entered Tax Sale Cycle in 2015



Delinquent Tax Amounts: City - **\$17,928** County - **\$3,529**
State - **\$480**
Current Assessed Value: **\$85,800**

Example Parcel: 600 N. Mulberry St.
Entered Tax Sale Cycle in 2015



Delinquent Tax Amounts: City - **\$11,876 County - **\$3,425****

State - **\$466**

Current Assessed Value: **\$80,000**

Example Parcel: 572-574 Pen Mar Ave.
Entered Tax Sale Cycle in 2005



Delinquent Tax Amounts: City - **\$34,646 County - **\$1,622****

State - **\$214**

Current Assessed Value: Two separate parcels each assessed at \$10,000

Example Parcel: 15- 17 Elizabeth St.
Entered Tax Sale Cycle in 2006



Delinquent Tax Amounts: City - **\$92,079 County - **\$3,927**
State - **\$504**
Current Assessed Value: \$15,000**

Proposed Solution – City Acquisition via Tax Sale Foreclosure

The City of Hagerstown is planning to implement a program modeled after Dorchester County's Tax Sale Property Repurpose Program. The program would be implemented to:

1. Inspire and enable redevelopment throughout the City of Hagerstown by repurposing vacant and abandoned properties unable to transfer to new ownership through the standard tax sale process.
2. Eliminate neighborhood blight and increase property values through building demolitions, rehabilitation, and new construction.
3. Provide opportunities for housing through private sector partners.

Process to Repurpose “No-Bid” Tax Sale Properties

- Identification of “no-bid” tax sale property or properties that are vacant/abandoned and subject to multiple tax sales without transfer of ownership
- City of Hagerstown seeks a developer/partner/end user for a select property or properties prior to proceeding with property foreclosure
- After identifying developer/partner/end user, City forecloses on property or properties and takes necessary steps to resell property to developer/partner/end user
- If demolition is required, the City demolishes property immediately while under City ownership or requires developer/partner/end user to undertake demolition
- Previous owner of record remains liable for uncollected tax amounts and judgment is entered for any remaining delinquent taxes

Washington County and City of Hagerstown Partnership – Reducing or Forgiving Delinquent Taxes to assist with City Acquisition and Disposition

In order to get “No-Bid” properties transferred back to private and productive ownership, delinquent tax amounts would need to be reduced or forgiven.

- City would incur cost of legal fees related to foreclosure process
- Recognizing the delinquent tax amounts will likely never be recouped, City would reduce or forgive City taxes in order to acquire and dispose of property for viable, productive property reuse.
- Seeking partnership from Washington County to also forgive or reduce delinquent County taxes for properties repurposed through program.

Questions?



CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler


City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: dspickler@hagerstownmd.org

Telephone: 301.766.4183 • TDD: 301.797.6617

TO: Mayor and City Council Members
Scott Nicewarner, City Administrator

FROM: Donna K. Spickler, City Clerk 

SUBJECT: Medium-Range Growth Area (MRGA) and Economic Development Goals

DATE: August 22, 2019

During the joint meeting with the Board of County Commissioners on Tuesday, August 27, 2019, the Mayor and City Council would like to discuss the Medium-Range Growth Area (MRGA) and Economic Development Goals.

A copy of the documents that will be reviewed are attached.

Thank you.



Water Demand Based on Growth Projections

Projected Growth between 2015 and 2035 and Capacity (all in EDU's)

	15 MGD at Potomac	Potomac (15 MGD) & Edgemont	18 MGD at Potomac
1 Total Water Supply - Potomac is 15 MGD and Edgemont is 0.7 MGD	75,000	78,500	90,000
2 Existing peak water demand (peak demand in summer months in 2015)	70,000	70,000	70,000
3 Capacity gain from leak detection program - 1.8 MGD or 9,000 EDU's	9,000	9,000	9,000
4 Available Capacity in the System for New Development	14,000	17,500	29,000
5 New residential demand from Map 2-3	4,837	4,837	4,837
6 New non-residential demand from Map 2-3 (assumes 25% of total demand)	1,612	1,612	1,612
7 Increased water permit requests by Towns (unused allocation plus increase of 1,700 by Smithsburg)	2,858	2,858	2,858
8 Water demand from LRGA properties with pre-annexation agreements (total is 2,071)	1,036	1,036	1,036
9 Sub-Total of Projected Demand	10,343	10,343	10,343
10 Capacity Available for Other MRGA growth (line 4 minus line 9)	3,657	7,157	18,657

Ultimate Demand if Built Out and Capacity (all in EDU's)

1 Available Water Supplies at Hagerstown WTP	75,000	78,500	90,000
2 Existing Water Demand (peak demand in summer months in 2015)	70,000	70,000	70,000
3 Capacity gain from leak detection program - 1.8 MGD or 9,000 EDU's	9,000	9,000	9,000
4 Available Capacity in the System for New Development [(1-2) + 3]	14,000	17,500	29,000
5 Potential new water demand in City and MRGA (see Wastewater Analysis)	20,668	20,668	20,668
6 Potential new demand from Towns (2,858) and Prior Annexation Policy approvals (2,071)	4,929	4,929	4,929
7 Total Ultimate Potential New Water Demand in City and MRGA (5+6)	25,597	25,597	25,597
8 Capacity Deficit (line 4 minus line 7)	-11,597	-8,097	3,403

Data from Figures 4-6, 4-7, and 4-8 in Comp Plan, with below caveats:

1. Corrections were made to math errors related to projected non-residential demand in Figure 4-1 and sum of residential demand in Figure 4-2, which affected Figures 4-7 and 4-8.
2. Leak detection work removed 1.8 MGD from existing peak water demand number from 2015.
3. Because of changing MDE requirements and funding, Edgemont is no longer viable for capacity planning. Using Potomac along for this study.
4. When reach 80% capacity of plant (12 MGD or 60,000 EDU), the City can request an increase in our permit for Potomac up to 18 MGD total. Any increase from 18 MGD to 20 MGD (plant max) would require hydrolic upgrade and addressing system pressure issues with transmission mains. Average daily demand was 10 MGD in 2018.

PCAD, 7/15/19; 8/1/19 - added 18 MGD permit increase; 8/20/19 modifications for clarity

Wastewater Demand Based on Growth Projections

Projected Growth between 2015 and 2035 and HWWTP Capacity (all in EDU's)

		10.5 MGD	8.0 MGD
1	WWTP Approved Total Capacity	52,500	40,000
2	Average Daily Flows in 2010-2014	36,600	36,600
3	Capacity reserved for Turned-Off Accounts	2,272	2,272
4	Available Capacity at Hagerstown WWTP in 2015	13,628	3,400
5	Projected Residential Demand from Map 2-3	4,837	4,837
6	Projected Non-Residential Demand from Map 2-3 (assumes 25% of total demand)	1,612	1,612
7	Net Available Capacity for Other MRGA development	7,179	-3,049
8	Additional Capacity from I&I Repairs	1,700	1,700
9	Additional Capacity from Flow Transfer Agreement	4,125	4,125
10	Available Capacity if Line 8 & 9 Occur	13,004	2,776

Ultimate Wastewater Demand if Built Out (all in EDU's)

1	Future development in City and Potential Annexations (from Map 2-3)	6,449	6,449
2	Future residential development in MRGA (1,868 acres)	8,606	8,606
3	Future non-residential development in MRGA (4,677 acres)	5,613	5,613
4	Sub-Total of Potential Demand in MRGA	14,219	14,219
5	Total Demand in City and MRGA at Full Build Out (line 1 plus line 4)	20,668	20,668

Ultimate Demand and Capacity (all in EDU's)

1	Available Net Capacity at Hagerstown WWTP (if I&I repairs and Flow Transfer occurs)	13,004	2,776
2	Future MRGA development treated at Conococheague WWTP (2,049 acres = 1,172 resid units and 2,214 EDU's of non-resid = 3,386 EDU's)(plus 226 EDU's for Snook annexation in CGSA)	3,612	3,612
3	Net Available Capacity	16,616	6,388
4	Ultimate Potential Demand	20,668	20,668
5	Capacity Deficit (line 3 minus line 4)	-4,052	-14,280

Data is from Figure 2-4, 4-1, 4-2, 4-3, and 4-4 in Comp Plan with below caveat:

Corrections were made to math errors related to projected non-residential demand in Figure 4-1 and sum of residential demand in Figure 4-2, which affected totals in all figures.

MDE will not allow increase in nutrient load over 8.0 MGD plant capacity unless the City completes a capacity management study. Even with the study completed, the City cannot comply with the restricted load requirements - the limiting factor is phosphorus.

PCAD, 7/9/19; 7/15/19 with 8.0 MGD analysis; 8/20/19 with additions to top chart

Land Yield Assumptions for Vacant Land in MRGA

Land Type	Total Acreage	Land Yield Formula
Non-residential	4,677	1.2 EDU/acre
Medium density residential	817	6 EDU/acre
Moderate density residential	1,048	3.5 EDU/acre
High density residential	3	12 EDU/acre
TOTAL VACANT LAND OUTSIDE CITY IN MRGA	6,545	

Total Acreage of Undeveloped Non-Residential Land in MRGA - Outside the City

Development Area	Acres	WWTP	EDU Demand
Hopewell Valley - Economic Development Target Area	823.417	County	988
Friendship Tech Park - Economic Development Target Area	297.21	County	357
Sharpsburg Pike Area	164.59	County	197
Showalter Road Area	236.965	JSA	284
Maugans Avenue Area	94.45	JSA	113
Planned Industrial Area North of US40	456.69	County	548
Mount Aetna Tech Park	237.08	City	284
US40 Area South of I-70	102.78	City	123
Leitersburg Pike Area	94.9	JSA	114
Pennsylvania Avenue Area	18.2	JSA	22
TOTAL	2526.282		3030

Zoning Classification	Acres
BG Zoning	123.51
HI	1150.592
Industrial	403.47
Planned Industrial	456.69
ORI	392.02
TOTAL	2526.282

10-Jun-19

16-Jul-19

WWTP AND WASTEWATER DEMAND

WWTP	Acreage	EDU Demand
County	1,742	2,090
City	784	940
	2,526	3,030

Source of Data - Washington County Parcel Map and SDAT
 Prepared by City of Hagerstown PCAD

**Undeveloped or Underdeveloped Land Zoned for Commercial or Industrial Uses
MRGA - Outside the City**

Hopewell Valley - Economic Development Target Area

Lot	Zoning	Owner	Acreage
M36 L236	BG	Bo Edward Shenebeck	10.41
M48 L804	IG	James W. Haddock	77.55
M36 L237	IG	UP Associates Ltd Ptnshp	203
M36 L448	IG	Hagerstown Venture LLC	26.05
M36 L382	IG	Edwin L. Hartle	10.57
M36 L422	IG	Hagerstown 20 LLC	20
M48 L5	IG	MLD Ltd Ptnshp	46.93
M48 L865	IG	Thomas Bennett & Hunter Inc	19.37
M48 L796	HI	CXS Minerals	17
M48 L6	HI	2004 Halfway Blvd LLC	44.267
M48 L912	HI	2004 Halfway Blvd LLC	12
M48 L947	HI	Washington County Commissioners	32.68
M48 L930	HI	Washington County Commissioners	6.35
M48 L959	HI	Rowland on Holdings LLC	3
M48 L882	HI	Rowland on Holdings LLC	4.8
M48 L1	HI	Bowman 2000 LLC	119.19
M36 L29	HI	Bowman 2000 LLC	55.93
M48 L945	HI	Fed Ex	9.66
M36 L431	HI	RLR Investments	16.35
M36 L564	HI	AMS LLC c/o Leroy Myers	32.53
M36 L28	HI	LEGE Farm LLC	55.78
TOTAL			823.417

Friendship Technology Park - Economic Development Target Area

Lot	Zoning	Owner	Acreage
M57 L258	HI	Downsville Lot A1 50 LLC	50.44
M57 L464	HI	Downsville Lot A2 28 LLC	28.91
M57 L262	HI	Downsville Lot A3 62 LLC	62.92
M57 L179	ORI	Downsville Lot B & 169 & 77 LLC	70.25
M57 L96	ORI	Downsville Lot C20 LLC	17.33
M57 L618	ORI	Downsville Lot D 15 LLC	15
M57 L608	ORI	Downsville Lot E F & G LLC	33
M57 L630	ORI	Downsville Lot E F & G LLC	19.36
TOTAL			297.21

Sharpsburg Pike Area

Lot	Zoning	Owner	Acreage
M57 L161	HI	Interstate 70 Partners LLC (Hilton Smith)	62.56
M57 L531	HI	Interstate 70 Partners LLC (Hilton Smith)	55.48
M57 L579	HI	Cross Creek Builders LLC (Hilton Smith)	11.4
M57 L639	HI	Cross Creek Builders LLC (Hilton Smith)	2.5
M57 L152	HI	Bowman 2000 LLC	8.22

M57 L160	HI	Sharspburg Pike Holding LLC (Washco)	12.67
M57 L629	HI	Washco Arnett Fram LLC	11.76
TOTAL			164.59

Showalter Road Area

Lot	Zoning	Owner	Acreage
M24 L503	HI	Showalter Farm LLC (Bowman)	86.86
M24 L470	HI	Perini Industrial Land LLC	46.71
M24 L1027	HI	Perini Industrial Land LLC	20.135
M24 L446	HI	DRI/TCC Vista LLC (Trammell Crow)	83.26
TOTAL			236.965

Maugans Avenue Area

Lot	Zoning	Owner	Acreage
M24 L523	HI	Mary Dahbura	46.95
M24 L82	HI	Orchard Business Park Ltd Ptnshp	19.64
M24 L1184	HI	DFLP SPE LLC	15.51
M24 L512	HI	DFLP SPE LLC	12.35
TOTAL			94.45

Planned Industrial Area North of US40

Lot	Zoning	Owner	Acreage
M36 L13	PI	Lawayne Martin	239.87
M36 L414	PI	Patrick Moler	23.12
M36 L18	PI	Dickinson Family Ltd Ptnshp	134
M36 L12	PI	Blaine Properties Ltd Ptnshp	49.46
M36 L417	PI	Edward Blaine A Revocable Trust	10.24
TOTAL			456.69

Mount Aetna Technology Park

Lot	Zoning	Owner	Acreage
M50 L295	ORI	Hagerstown Washington County Industrial Foundation	161.37
M50 L1718	ORI	Meritus Medical Center Inc.	75.71
TOTAL			237.08

US 40 Area South of I-70

Lot	Zoning	Owner	Acreage
M58 L81	HI	PSP Ltd	34.53
M58 L328	HI	David Merchant	28.54
M58 L51	HI	Pertery LLC	39.71
TOTAL			102.78

Leitersburg Pike Area

Lot	Zoning	Owner	Acreage
M38 L13	BG	Holcim US Inc	94.9

Pennsylvania Avenue Area

Lot	Zoning	Owner	Acreage
M24 L433	BG	North Village Development Co Inc	18.2

10-Jun-19

Source of Data - Washington County Parcel Map and SDAT

Prepared by City of Hagerstown PCAD

Total Acreage & W&W Demand of Undeveloped or Under-utilized Residential Land in MRGA - Outside City

Zoning	Land Use Density	Acres	Comp Plan Formula for Determining EDU Demand	EDU Demand if Develop
RS	Moderate	399	3.5 units/acre	1,396
RT	Moderate	755	3.5 units/acre	2,642
RU	Medium	402	6 units/acre	2,412
RM	High	123	12 units/acre	1,476
	TOTAL	1679	TOTAL	7,926

UTILITY PROVIDER AND WASTEWATER DEMAND - Residential Development

WWTP	Acreage	EDU Demand
County	323	2,182
City	1151	4,144
Funkstown	205	1,596
TOTAL	1679	7,922

rounded down for 0.5

UTILITY PROVIDER AND WASTEWATER DEMAND - Non-Residential Development

WWTP	Acreage	EDU Demand
County	1,742	2,090
City	784	940
TOTAL	2,526	3,030

GRAND TOTAL - WASTEWATER

GRAND TOTAL - WATER

WWTP	Acreage	EDU Demand	Water Provider	Acreage	EDU Demand
County	2,065	4,272	City		
City	1,935	5,084	City	4,000	9,356
Funkstown	205	1,596	Funkstown (City permit)	205	1,596
TOTAL	4,205	10,952	TOTAL	4,205	10,952

Vacant or Under-utilized Residentially Zoned Land in MRGA

Halfway Area

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M49 L14	RU	Helen Kreykenbohm	35	County	210
M48 L226	RM	Signature Developments LLC	9	County	108
TOTAL			44		318

Funkstown Area

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M57 L502	RU	Richard H. Barron II	54	Funkstown	324
M57 L167	RU	John Schnebley	19	Funkstown	114
M57 L299	RU	Larry D. Artz Et Al	71	Funkstown	426
M58 L108	RM	Lyles Family Ventures LLC	61	Funkstown	732
TOTAL			205		1596

South of I-70

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M57 L162	RU	Richard Roulette Trustee	110	County	660
M57 L623	RU	Claggets Farm LLC	65	County	390
TOTAL			175		1050

Black Rock Area

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M50 L309	RT/PUD	Mansoor Emral Shaool	153	City	535

South of Jefferson

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M50 L140	RT	William Beard	24	JSA	84
M50 L1587	RT	City of Hagerstown	12	City	42
M50 L287	RT	Jamie Kline	15	City	52
M50 L293	RT	Austin S. Abraham Trustee Et Al	19	City	66
M50 L275	RT	Austin S. Abraham Trustee Et Al	40	City	140
TOTAL			110		384

North of Jefferson

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M38 L153	RS	John Cline	37	JSA	129
M38 L121	RS	Anthony Christopher Manilla	29	JSA	101
M38 L150	RS	Russell Huffman	16	JSA	56
M38 L75	RS	Jay Wagner	13	JSA	45
M38 L86	RS	Raymond Hause	31	JSA	108
TOTAL			126		439

South of Leitersburg Pike

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M38 L15 and M38 L16	RT	Holcim US Inc.	120	JSA	420

Between US 11 and Leitersburg Pike

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M25 L114	RS	Dan Ryan Builders	68	JSA	238
M25 L197	RT	Arlin Diller	78	JSA	273
M24 L427	RT	James T. Harp	68	JSA	238
M24 L432	RS	Lee Downey	50	JSA	175
M24 L1084	RS	Truman Martin	85	JSA	297
TOTAL			349		1221

Between MD 58 and US 11

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M24 L1105	RT	Grandview Acres LLC	36	JSA	126
M24 L529	RT	Grandview Acres LLC	52	JSA	182
M36 L12	RT	Blaine Properties Ltd Partnership	16	JSA	56
M24 L521	RU	Grandview Acres LLC	14	JSA	84
M37 L483	RT	Alvin Martin	52	JSA	182
M37 L850	RT	Grandview Acres LLC	19	JSA	66
M24 L1164	RU	Myron Martin	34	JSA	204
M24 L442	RS	Steven Roy Martin	70	JSA	245
TOTAL			293		1145

US 40 & MD 144 Area

Lot	Zoning	Owner	Acreage	Utility for WW	EDU Demand
M36 L14	RM	CPW Landco LLC	31	County	372
M36 L212	RM	BP Landco LLC	22	County	264
M36 L227	RT	William Groh Pitzer	18	County	63
M36 L475	RT	Sharon Hanley	10	County	35
M36 L477	RT	James Haddock	23	County	80
TOTAL			104		814

GRAND TOTAL	1,679	7,922
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PCAD, 7 16 19

Source of Parcel Data - Washington County GIS Tax Parcel Map

Source of EDU Demand formula - Hagerstown Comp Plan

vision Hagerstown 2035 Comprehensive Plan

Map 2-3: Planned and Future Development

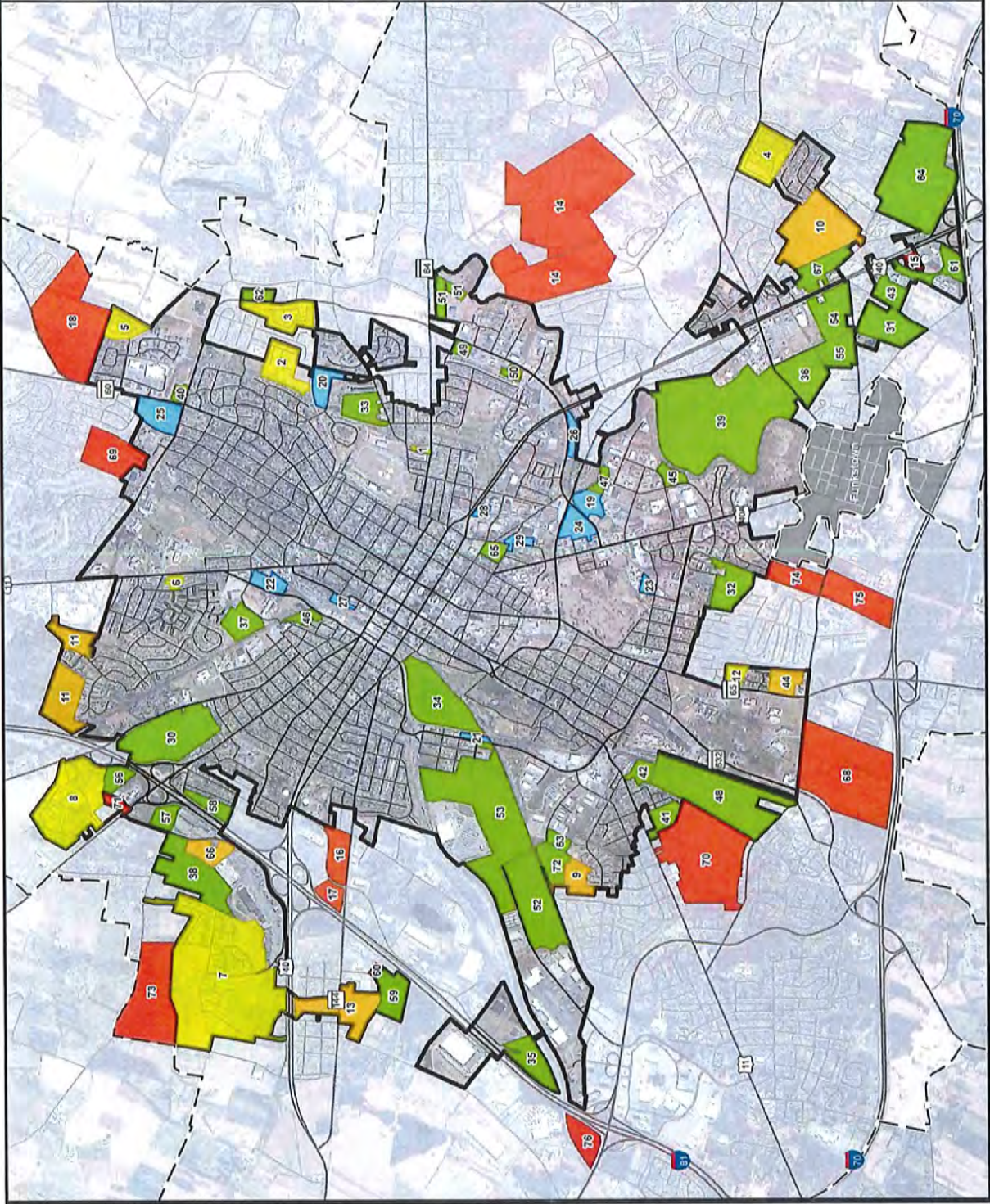


- Major Road
- Street
- Corporate Boundary
- Medium-Range Growth Area
- Vacant Land
- Undertutilized Property
- Pipeline: Approved Plat or Plan
- Future Planned Development: No Approved Plat or Plan
- Potential Annexation: Annexation Discussed

Vacant Land refers to parcels that have no development and are over 2.5 acres in size

Undertutilized Land refers to parcels that are less than 50% occupied and are over 2.5 acres in size

Map IDs are described in Figure 2-3: Planned & Future Development



Map Projection: NAD83 State Plane Maryland FIPS (feet)
Data Sources:
City of Hagerstown, 2017; State of MD Imagery, 2014
Washington County, 2016

Prepared By: Hagerstown Planning & Code Admin Dept. 01/27/17

Underdeveloped Non-Residential Land Within MRGA

Lot	Zoning	Owner	Acreage
41 M24 L523	HI	Mary Dobbura	46.95
42 M24 L182	HI	Orchard Business Park Ltd Prnshp	19.64
43 M24 L1184	HI	DPLP PPE LLC	15.51
44 M24 L512	HI	DPLP SPE LLC	12.35
TOTAL			94.45

Lot	Zoning	Owner	Acreage
45 M24 L13	PI	Lavayne Martin	239.87
46 M24 L416	PI	Patrick Moler	23.12
47 M24 L18	PI	Dickinson Family Ltd Prnshp	134
48 M24 L12	PI	Blaine Properties Ltd Prnshp	49.46
49 M24 L417	PI	Edward Blaine A Revocable Trust	10.24
TOTAL			456.69

Lot	Zoning	Owner	Acreage
1 M24 L236	IG	Bo Edward Shmebeck	10.41
2 M24 L804	IG	James W. Haddock	77.55
3 M24 L237	IG	UP Associates Ltd Prnshp	203
4 M24 L448	IG	Hagerstown Venture LLC	26.05
5 M24 L382	IG	Edwin L. Hartle	10.57
6 M24 L422	IG	Hagerstown 20 LLC	20
7 M24 L5	IG	MID Ltd Prnshp	46.53
8 M24 L865	IG	Thomas Bennett & Hunter, Inc	19.37
9 M24 L796	IG	COS Minerals	17
10 M24 L6	IG	2004 Halfway Blvd LLC	44.267
11 M24 L947	IG	2004 Halfway Blvd LLC	12
12 M24 L947	IG	Washington County Commissioners	32.68
13 M24 L930	IG	Washington County Commissioners	6.35
14 M24 L959	IG	Rowland on Holdings LLC	4.8
15 M24 L882	IG	Rowland on Holdings LLC	119.19
16 M24 L1	IG	Bowman 2000 LLC	55.93
17 M24 L29	IG	Bowman 2000 LLC	9.66
18 M24 L945	IG	Fed Ex	16.35
19 M24 L431	IG	RLA Investments	32.53
20 M24 L544	IG	AMS LLC c/o Leroy Myers	55.78
21 M24 L28	IG	LEGE Farm LLC	823.437
TOTAL			1,211.76

Lot	Zoning	Owner	Acreage
37 M24 L503	HI	Showalter Farm LLC (Bowman)	86.86
38 M24 L470	HI	Perini Industrial Land LLC	46.71
39 M24 L1027	HI	Perini Industrial Land LLC	20.135
40 M24 L446	HI	DRI/TCC Vista LLC (Trammell Crow)	83.26
TOTAL			236.965

Lot	Zoning	Owner	Acreage
55 M24 L13	BG	Holcim US Inc	94.9
Pennsylvania Avenue Area			
Lot	Zoning	Owner	Acreage
56 M24 L433	BG	North Village Development Co Inc	18.2

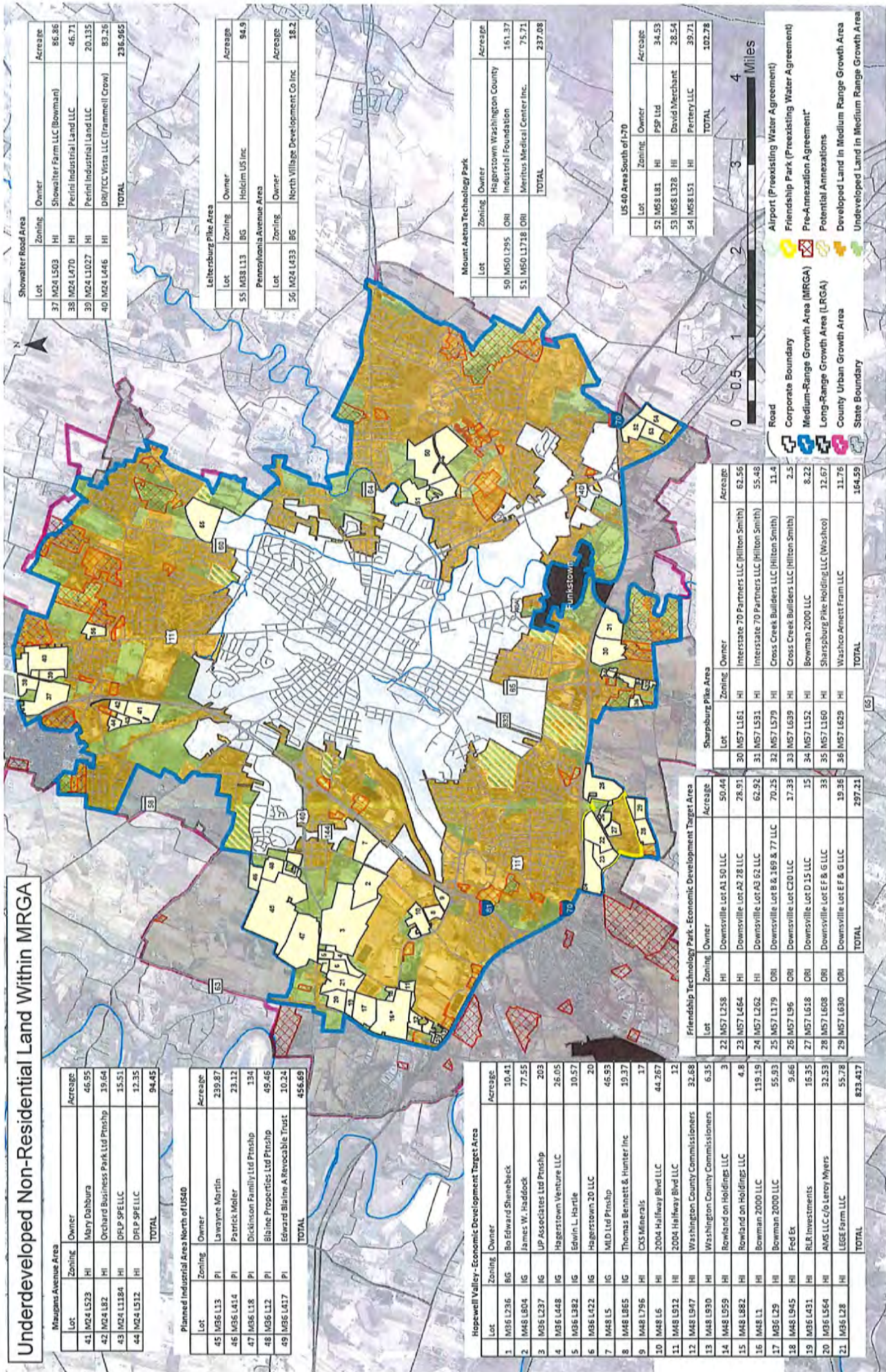
Lot	Zoning	Owner	Acreage
50 M24 L295	ORI	Hagerstown Washington County Industrial Foundation	161.37
51 M24 L1718	ORI	Meritus Medical Center Inc.	75.71
TOTAL			237.08

Lot	Zoning	Owner	Acreage
52 M24 L81	HI	FSP Ltd	34.53
53 M24 L328	HI	David Merchant	28.54
54 M24 L51	HI	Pertery LLC	39.71
TOTAL			102.78

Lot	Zoning	Owner	Acreage
22 M24 L238	HI	Downsville Lot A1 50 LLC	50.44
23 M24 L464	HI	Downsville Lot A2 28 LLC	28.91
24 M24 L262	HI	Downsville Lot A3 62 LLC	62.92
25 M24 L179	ORI	Downsville Lot B & 169 & 77 LLC	70.25
26 M24 L196	ORI	Downsville Lot C10 LLC	17.33
27 M24 L618	ORI	Downsville Lot D 15 LLC	15
28 M24 L608	ORI	Downsville Lot E F & G LLC	33
29 M24 L630	ORI	Downsville Lot E F & G LLC	19.36
TOTAL			297.21

Lot	Zoning	Owner	Acreage
30 M24 L161	HI	Interstate 70 Partners LLC (Hilton Smith)	62.56
31 M24 L531	HI	Interstate 70 Partners LLC (Hilton Smith)	55.48
32 M24 L579	HI	Cross Creek Builders LLC (Hilton Smith)	11.4
33 M24 L639	HI	Cross Creek Builders LLC (Hilton Smith)	2.5
34 M24 L152	HI	Bowman 2000 LLC	8.22
35 M24 L160	HI	Sharsburg Pike Holding LLC (Washco)	12.67
36 M24 L629	HI	Washco Annett Farm LLC	11.76
TOTAL			164.59

Lot	Zoning	Owner	Acreage
57 M24 L81	HI	FSP Ltd	34.53
58 M24 L328	HI	David Merchant	28.54
59 M24 L51	HI	Pertery LLC	39.71
TOTAL			102.78



Legend

- Corporate Boundary
- Medium-Range Growth Area (MRGA)
- Long-Range Growth Area (LFRGA)
- County Urban Growth Area
- State Boundary
- Altoport (Preexisting Water Agreement)
- Friendship Park (Preexisting Water Agreement)
- Pre-Annexation Agreements
- Potential Annexations
- Developed Land in Medium Range Growth Area
- Undeveloped Land in Medium Range Growth Area

Scale: 0 0.5 1 2 3 4 Miles