



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201  
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## **BOARD OF COUNTY COMMISSIONERS**

**December 10, 2024**

### **OPEN SESSION AGENDA**

- 9:00 AM      INVOCATION AND PLEDGE OF ALLEGIANCE  
                  CALL TO ORDER, *President John F. Barr*  
                  APPROVAL OF MINUTES: *November 19, 2024*
- 9:05 AM      COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM      STAFF COMMENTS
- 9:20 AM      CITIZEN PARTICIPATION
- 9:30 AM      PUBLIC HEARING – PROPOSED FEE SCHEDULE FOR CIVIL VIOLATIONS OF  
                  THE WASHINGTON COUNTY ZONING ORDINANCE  
                  *Jill Baker, Director, Planning and Zoning*
- 10:00 AM     PRESENTATION OF THE JUNE 30, 2024 AUDITED FINANCIAL STATEMENTS  
                  *Chris Lehman, Partner in SB & Company; Kelcee Mace, Chief Financial Officer*
- 10:30 AM     AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATIONS  
                  *On Behalf of the ARPA Committee: Kelcee Mace, Chief Financial Officer*
- 10:40 AM     DEPARTMENT OF BUSINESS AND ECONOMIC DEVELOPMENT -  
                  STRATEGIC PLANNING UPDATE FROM RKG ASSOCIATES, INC.  
                  (CONSULTANTS)  
                  *Jonathan Horowitz, Director, Business and Economic Development; Kyle Talente,  
                  President, RKG Associates, Inc.; Luke Pullo, Associate, RKG Associates, Inc.*
- 11:25 AM     CONTINGENT APPROVAL OF DESIGN/BIDDING SERVICES AGREEMENT  
                  RELATED TO AIRPORT TERMINAL EXPANSION PROJECT  
                  *Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director,  
                  Public Works*
- 11:30 AM     MARYLAND AGRICULTURAL LAND PRESERVATION PROGRAM (MALPP)  
                  60/40 MATCH FOR FY2026  
                  *Chris Boggs, Rural Preservation Administrator, Planning and Zoning*

- 11:35 AM ESTABLISHMENT OF ADNA FULTON FOREST MITIGATION BANK  
*Travis Allen, Senior Planner, Planning and Zoning*
- 11:45 AM BID AWARD (PUR-1715) – CISCO MERAKI HARDWARE LICENSING  
*Brandi Naugle, Director, Purchasing; Josh O’Neal, Chief Information Officer, Information Systems*
- 11:50 AM 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 individual. (1) These topics include the discussion of confidential personnel matters.*
- *Open Position in Marketing/PR Department.*
  - *Discussion of interpretation of personnel policy.*
- To consider a matter that concerns the proposal for a business to remain in the State.*
- *Funding discussion of retention project to keep a business from moving out of the County.*
- To consult with counsel to obtain legal advice on a legal matter.*
- *Update from County Attorney on County involved legal matters.)*
- 12:40 PM RECONVENE IN OPEN SESSION

RECESS

***BOARD OF COUNTY COMMISSIONERS IS ATTENDING A LUNCHEON WITH THE DEPARTMENT OF SOCIAL SERVICE, AT SAFE PLACE CHILD ADVOCACY CENTER, 24 NORTH WALNUT STREET, SUITE 201, HAGERSTOWN, MARYLAND 21740 AT 1:00 P.M.***

**EVENING MEETING AT THE TOWN OF SHARPSBURG  
Location: 106 E. MAIN STREET, SHARPSBURG, MARYLAND**

- 6:00 PM INVOCATION AND PLEDGE OF ALLEGIANCE  
*CALL TO ORDER, President John F. Barr*
- 6:05 PM TOWN OF SHARPSBURG LEADERS’ REPORTS AND COMMENTS
- 6:20 PM COMMISSIONERS’ AND COUNTY ADMINISTRATOR’S REPORTS AND COMMENTS
- 6:30 PM CITIZENS PARTICIPATION
- 7:00 PM ADJOURNMENT



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Open Session Item

**SUBJECT:** PUBLIC HEARING: Proposed Fee Schedule for Civil Violations of the Washington County Zoning Ordinance

**PRESENTATION DATE:** December 10, 2024

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

**RECOMMENDED MOTION:** The purpose of this public hearing is to receive public comments on the proposed fee schedule. The Commissioners may approve, deny or modify the fee schedule or wait until a later date to deliberate.

**REPORT-IN-BRIEF:** Pursuant to Maryland Annotated Code, §11-201 et. seq. of the Land Use Article, a legislative body of a county may provide a civil penalty for a zoning violation in the form of a fine. In addition, a legislative body may impose a fine not to exceed \$500 for each violation that occurs.

**DISCUSSION:** Zoning violations typically fall under one of three categories, junk and/or junk vehicles, animal husbandry violations, and uses that are operating without proper zoning permits. Currently, each of these violations carries a fine of \$500 per citation; the maximum fine permitted by law. These amendments seek to temper those fines for first-time/one-time offenders and provide an increasing scale of fines for repeat offenders.

**FISCAL IMPACT:** This is an existing revenue line item in the County budget. Reducing fines for first-time/one-time offenders could reduce the revenues collected.

**CONCURRENCES:** County Attorney's Office

**ALTERNATIVES:** n/a

**ATTACHMENTS:** Resolution of Fee Schedule for Civil Violations of the Zoning Ordinance

**AUDIO/VISUAL NEEDS:** Location map of service requests for FY23 and 24

RESOLUTION NO. RS-2024-

*RESOLUTION ADOPTING FEE SCHEDULE FOR CIVIL VIOLATIONS OF THE  
WASHINGTON COUNTY ZONING ORDINANCE*

Pursuant to Maryland Annotated Code, §11-201 et seq. of the Land Use Article, a legislative body of a County may provide a civil penalty for a zoning violation. In establishing such penalties, the legislative body may impose a fine not to exceed \$500 for each violation, establish a schedule of fines for each violation, and adopt procedures for the collection of fines. The provision for the issuance of civil penalties was codified into local law through adoption of the Washington County Zoning Ordinance (Article 26 §26.2.1).

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Washington County, Maryland that a penalty for a civil citation issued for a violation set forth below be established as follows:

**Schedule of Penalties for Zoning Infractions**

Junk and/or junk vehicles (may be issued as singular or joint violations)

First violation within a 12-month period - \$150

Second violation within a 12-month period - \$300

Third and additional violations within a 12-month period - \$500

Animal Husbandry

First violation within a 12-month period - \$100

Second violation within a 12-month period - \$250

Third and additional violations within a 12-month period - \$500

Uses operating without proper zoning permits

First violation within a 12-month period - \$150

Second violation within a 12-month period - \$300

Third and additional violations within a 12-month period - \$500

\*The twelve (12) month period for determination of subsequent violations shall commence on the date of the first notification of violation. If no more violations are recorded within the initial 12-month period, the violation period shall start over at the time of subsequent infractions.

**Collection of Fines**

Fines shall be paid at the office of the Washington County Zoning Official. Fines remitted to the County shall be deposited into general revenue fund accounts to defray costs incurred by the County for administration and enforcement of the Zoning Ordinance.

Adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Dawn L. Marcus, County Clerk

BY: \_\_\_\_\_  
John F. Barr, President

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Zachary J. Kieffer  
County Attorney

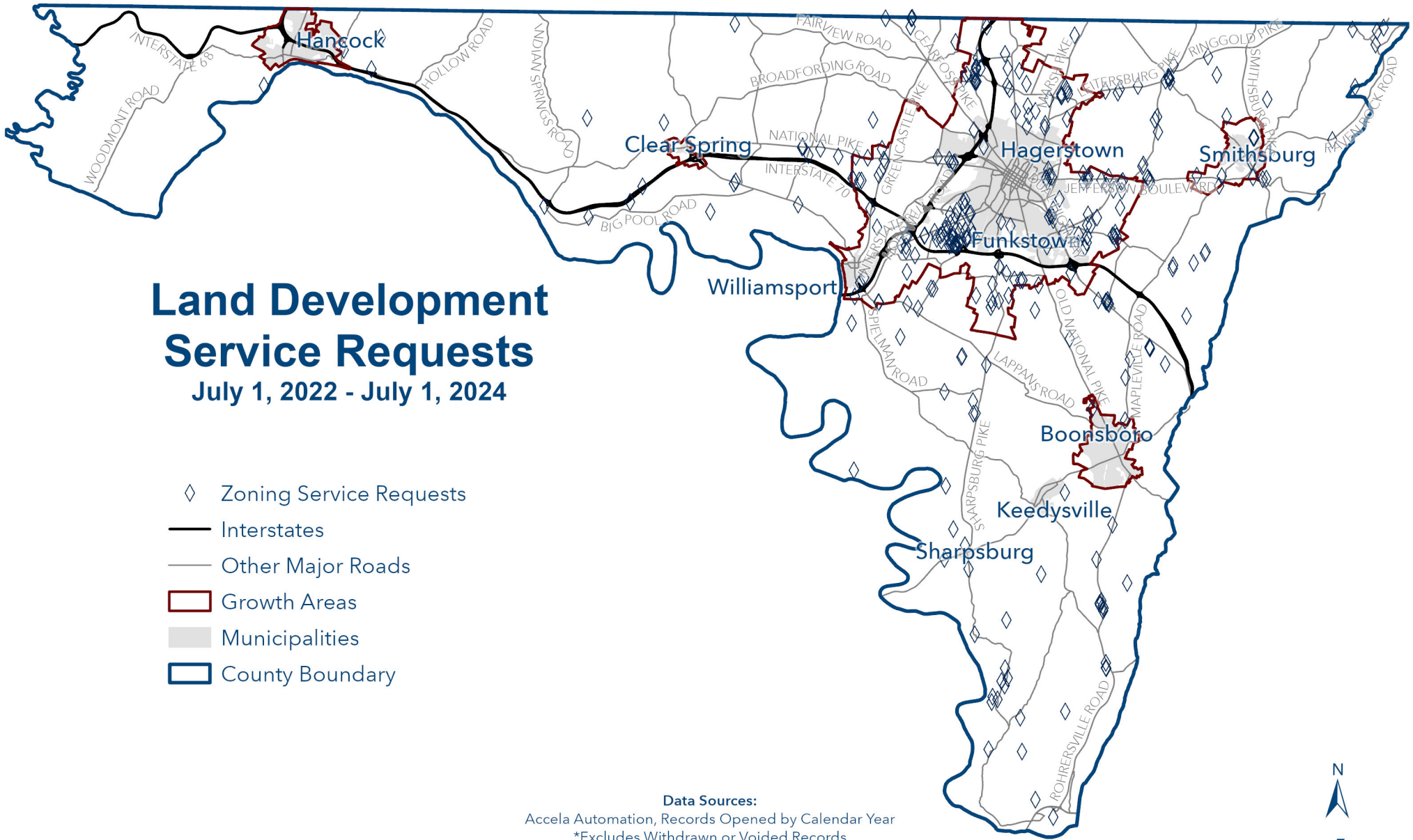
Mail to:  
Office of the County Attorney  
100 W. Washington Street, Suite 1101  
Hagerstown, MD 21740



# Land Development Service Requests

July 1, 2022 - July 1, 2024

- ◇ Zoning Service Requests
- Interstates
- Other Major Roads
- ▭ Growth Areas
- ▭ Municipalities
- ▭ County Boundary



**Data Sources:**  
 Accele Automation, Records Opened by Calendar Year  
 \*Excludes Withdrawn or Voided Records

**Prepared By:**  
 Washington County Department of Planning and Zoning  
 Geographic Information Systems



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Miles





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Presentation of the June 30, 2024 Audited Financial Statements

**PRESENTATION DATE:** December 10, 2024

**PRESENTATION BY:** Chris Lehman, Partner in SB&Company, and Kelcee Mace, Chief Financial Officer

**RECOMMENDED MOTION:** The presentation is for informational purposes.

**REPORT-IN-BRIEF:** The external independent auditors will review the scope of services, the audit process, and required communications. They will also report the results of the audit.

**DISCUSSION:** General discussion by external auditor and Chief Financial Officer on various funds of Washington County.

**FISCAL IMPACT:** The audit report updates the fiscal condition of the County as of the fiscal year ending June 30, 2024.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Financial statements were distributed as a separate bound document prior to the presentation.

**AUDIO/VISUAL NEEDS:** The auditors have a slide presentation.



Certified Public  
Accountants &  
Business Advisors

# Presentation to the Board of County Commissioners



Washington County, Maryland

November 19, 2024



# Introductions



## ❖ **SB & Company, LLC Leadership Team**

- Chris Lehman, Audit Partner







# Executive Summary



- Audit of the June 30, 2024, financial statements
- Performance of the Uniform Guidance Single Audit
- Preparation of Form 990's for the Golf Course and Agriculture Center
- Audit of the County's Agriculture Land Transfer Tax Revenues and Expenditures
- Agreed upon procedures report for the landfill report
- Schedule of Fire and Rescue Expenditures
- Audit of 9-1-1 trust fund
- Detention Center agreed upon procedures
- Review of Uniform Financial Report
- Preparation of Data Collection Form

# Summary of the Results



-  Issued an Unmodified Opinion
-  No Fraud Discovered or Made Aware Of
-  Audit journal entries -  
No audit journal entries noted
-  No Material Weaknesses Identified
-  No Single Audit Findings to Date
-  Full Cooperation Received

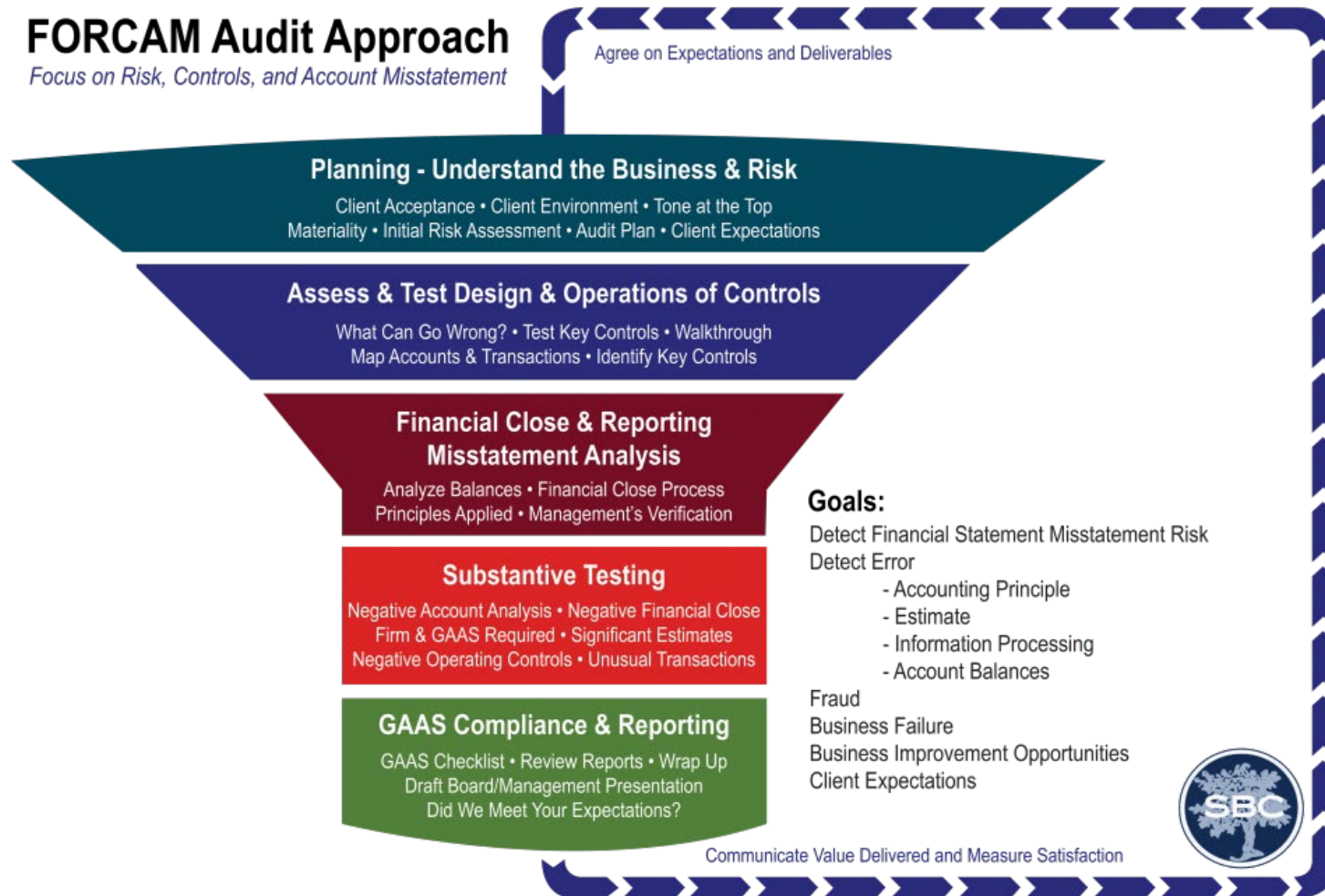
# SBC Audit Approach



## FORCAM Audit Approach

*Focus on Risk, Controls, and Account Misstatement*

Agree on Expectations and Deliverables



# Assessment of Control Environment



Area	Points to Consider
<b>Control Environment</b>	<ul style="list-style-type: none"><li>▪ Key executive integrity, ethics, and behavior</li><li>▪ Control consciousness and operating style</li><li>▪ Commitment to competence</li><li>▪ Exercise oversee responsibility</li><li>▪ Organizational structure, responsibility, and authority</li><li>▪ Enforce accountability</li><li>▪ HR policies and procedures</li></ul>
<b>Risk Assessment</b>	<ul style="list-style-type: none"><li>▪ Define objectives and risk tolerances</li><li>▪ Identify, analyze, and respond to risk</li><li>▪ Assess fraud risk</li><li>▪ Identify, analyze, and respond to change</li><li>▪ Mechanisms to anticipate, identify, and react to significant events</li><li>▪ Processes and procedures to identify changes in GAAP, business practices, and internal control</li></ul>
<b>Control Activities</b>	<ul style="list-style-type: none"><li>▪ Design control activities</li><li>▪ Design activities for the information system</li><li>▪ Implement control activities</li><li>▪ Existence of necessary policies and procedures</li><li>▪ Clear financial objectives with active monitoring</li><li>▪ Logical segregation of duties</li><li>▪ Periodic comparisons of book-to-actual and physical count-to-books</li><li>▪ Adequate safeguards of documents, records, and assets</li><li>▪ Assess controls in place</li></ul>



# Assessment of Control Environment (cont.)

Area	Points to Consider
<b>Information and Communication</b>	<ul style="list-style-type: none"><li>▪ Use quality information</li><li>▪ Communicate internally</li><li>▪ Communicate externally</li><li>▪ Adequate performance reports produced from information systems</li><li>▪ Information systems are connected with business strategy</li><li>▪ Commitment of HR and finance to develop, test, and monitor IT systems and programs</li><li>▪ Business continuity and disaster plan for IT</li><li>▪ Established communication channels for employees to fulfill responsibilities</li><li>▪ Adequate communication across organization</li></ul>
<b>Monitoring</b>	<ul style="list-style-type: none"><li>▪ Perform monitoring activities</li><li>▪ Remediate deficiencies</li><li>▪ Periodic evaluations of internal controls</li><li>▪ Implementation of improvement recommendations</li></ul>

# Evaluation of Key Processes



Process	Function
Treasury	<ul style="list-style-type: none"><li>▪ Cash Management</li><li>▪ Reconciliations</li></ul>
Estimation	<ul style="list-style-type: none"><li>▪ Methodology</li><li>▪ Information</li><li>▪ Calculation</li></ul>
Financial Reporting	<ul style="list-style-type: none"><li>▪ Accounting Principles and Disclosure</li><li>▪ Closing the Books</li><li>▪ Report Preparation</li><li>▪ General Ledger and Journal Entry Processing</li><li>▪ Verification and Review of Results</li></ul>
Expenditures	<ul style="list-style-type: none"><li>▪ Purchasing</li><li>▪ Receiving</li><li>▪ Accounts Payable and Cash Disbursements</li><li>▪ Purchase Card Transactions</li></ul>

# Evaluation of Key Processes

## (cont.)



Process	Function
<b>Payroll</b>	<ul style="list-style-type: none"> <li>▪ Hiring</li> <li>▪ Attendance Reporting</li> <li>▪ Payroll Accounting and Processing</li> <li>▪ Payroll Disbursements</li> <li>▪ Separation</li> </ul>
<b>Revenue</b>	<ul style="list-style-type: none"> <li>▪ Billing</li> <li>▪ Cash Receipts</li> <li>▪ Revenue Recognition</li> <li>▪ Cutoff</li> </ul>
<b>Fixed Assets</b>	<ul style="list-style-type: none"> <li>▪ Physical Custody</li> <li>▪ Asset and Construction in Progress Accounting</li> <li>▪ Depreciation</li> </ul>
<b>Grant Compliance</b>	<ul style="list-style-type: none"> <li>▪ Acceptance</li> <li>▪ Grant Oversight</li> <li>▪ Compliance</li> <li>▪ Reporting</li> <li>▪ Monitoring</li> <li>▪ Accounting</li> <li>▪ Billing and Collection</li> <li>▪ Grant Close Out</li> </ul>



# Required Communications



## **1. Auditor's Responsibilities Under Generally Accepted Auditing Standards (GAAS)**

The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provide for reasonable, rather than absolute, assurance that the financial statements are free of material misstatement.

## **2. Significant Accounting Policies**

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

*The significant accounting policies used by management are described in the notes to the financial statements.*

## **3. Auditor's Judgments About the Quality of Accounting Principles**

We discuss our judgments about the quality, not just the acceptability, of accounting principles selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.

*We have reviewed the significant accounting policies adopted by the County and have determined that these policies are acceptable accounting policies.*

# Required Communications (cont.)



## **4. Audit Adjustments**

We are required to inform the County's oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the County's financial reporting process. We also are required to inform the County's oversight body about unadjusted audit differences that were determined by management to be individually and in the aggregate, immaterial.

*There were no adjustments identified during the audit process.*

## **5. Fraud and Illegal Acts**

We are required to report to the County's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.

*Our procedures identified no instances of fraud or illegal acts.*

## **6. Material Weaknesses in Internal Control**

We are required to communicate all significant deficiencies in the County's systems of internal controls, whether or not they are also material weaknesses.

*There were no material weaknesses noted during the audit.*

# Required Communications

## (cont.)



**7. Other Information in Documents Containing Audited Financial Statements**

None.

**8. Disagreements with Management on Financial Accounting and Reporting Matters**

None.

**9. Significant Difficulties Encountered in Performing the Audit**

No significant difficulties.

**10. Major Issues Discussed with Management Prior to Acceptance**

None.

**11. Management Representations**

We received certain written representations from management as part of the completion of the audit.

**12. Consultation with Other Accountants**

To our knowledge, there were no consultations with other accountants since our appointment as the County's independent public accountants.

**13. Independence**

As part of our client acceptance process, we go through a process to ensure we are independent of the County.

*We are independent of the County.*

# Required Communications

## (cont.)



### 14. Non-Audit Services

We provided assistance with drafting the financial statements and completion of the 990's, which do not impair our independence.

### 15. Our Responsibility Related to Fraud

- Plan and perform the audit to obtain reasonable assurance that there is no material misstatement caused by error or fraud;
- Comply with AU-C Section 240: Consideration of Fraud in a Financial Statement Audit;
- Approach all audits with an understanding that fraud could occur in any entity, at any time, by anyone; and
- Perform mandatory procedures required by GAAS and our firm policies.

#### Examples of Procedures Performed

- Discuss thoughts and ideas on where the financial statements might be susceptible to material misstatement due to fraud;
- Understand pressures on the financial statement results;
- Understand the tone and culture of the organization;
- Look for unusual or unexpected transactions, relationships, or procedures;
- Discussions with individuals outside of finance;
- Evaluate key processes and controls; and
- Consider information gathered throughout the audit.

# Responsibility for Mitigating Fraud

## Opportunity

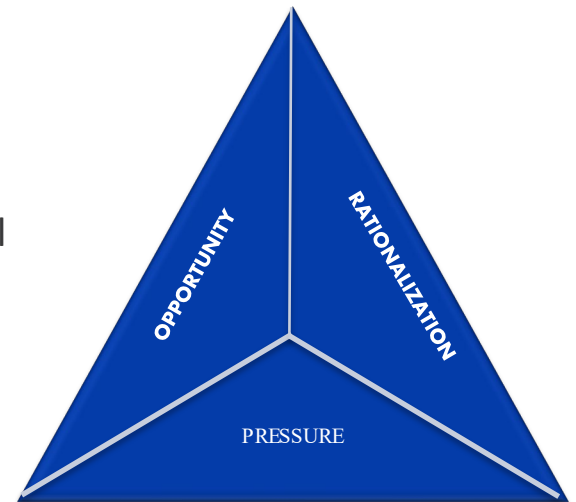
- Generally provided through weaknesses in internal control
- Tone at the top is important
- We assess controls and tone at the top

## Pressure

- Pressure can be imposed due to economic troubles, personal vices and unrealistic deadlines and performance goals
- There are increased pressures due to economy and minimal salary increases

## Rationalization

- Individuals develop a justification for their fraudulent activities
- Increased rationalization due to minimal salary increases and less personnel



# Engagement Team

## *Contact Information*



**Christopher Lehman, CPA**  
Audit Partner

Office: 410-584-2201  
Cell: 301-785-7408  
[clehman@sbandcompany.com](mailto:clehman@sbandcompany.com)

Executive Assistant: Danae Henry  
Office: 410-584-0060  
[dhenry@sbandcompany.com](mailto:dhenry@sbandcompany.com)



Knowledge,  
Quality,  
Client Service.

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**Maryland**

10200 Grand Central Avenue  
Suite 250  
Owings Mills, MD 21117  
410.584.0060

**Washington, D.C.**

1200 G Street, NW  
Suite 809  
Washington, DC 20005  
202.434.8684

# Budget & Finance

## FY2024 General Fund Review



Washington County

M A R Y L A N D



# General Fund Budget

## Original Budget

\$281,060,350

## \*Adjustments

\$22,532,600

## Final Budget

\$303,592,950

\*\$5.2M related to reserves;  
\$4.2M related to in-kind;  
\$2.7M related to sale of property and;  
\$10.4M related to grants & other revenues.

# FY2023 General Fund

## Revenues

\$339,113,528

## Expenditures

\$338,933,983

## Net (Reserves)

\$179,544

# General Fund Cash Reserve

**FY23**

\$73.2M or  
24.58%

**FY24**

\$73.5M or  
22.39%

# FY2024 Revenue Highlights

Significant Revenues over/(under) <u>final</u> budget	
Real Property Tax	5.5M
Personal Property Tax	2.2M
Income Tax	8.6M
Recordation Tax	(0.8)M
Interest	13.5M
Other	6.5M
Total	35.5M

# FY2024 Expenditure Highlights

Significant Expenditures (over)/under <u>final</u> budget	
Transfer to Capital	(19.0)M
Debt Service	(8.5)M
Wages	(1.0)M
Benefits	(5.7)M
Departmental operations	0.2M
Controllable assets	(1.3)M
Total	(35.3)M



## Upcoming Expenditures

- ✓ Additional changes to the salary scale to remain competitive and retain employees
- ✓ Infrastructure maintenance
- ✓ Public Safety organizational changes

# Requests/Feedback



- **Commissioner Requests**
- **Feedback**



Washington County

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# Thank you

Kelcee Mace  
Chief Financial Officer  
Washington County, MD  
(240) 313-2305

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Open Session Item

**SUBJECT:** American Rescue Plan Act (ARPA) Allocations

**PRESENTATION DATE:** December 10, 2024

**PRESENTATION BY:** On behalf of the ARPA Committee: Kelcee Mace, Chief Financial Officer

**RECOMMENDED MOTION:** Motion to approve the ARPA Committee's recommendations for reallocating funds.

**REPORT-IN-BRIEF:** The ARPA Committee is requesting to reallocate \$152,948 remaining from projects that are complete and \$3,281,602 remaining from the Ag Center Multi-Use Building, for a total of \$3,434,550.

**DISCUSSION:** The ARPA Committee met on November 4, 2024, to discuss the reallocation of remaining ARPA funds. The recommendations of the ARPA Committee are as follows:

- \$3,000,000 to be reallocated to the PSTC Tactical Village project for the high bay storage building.
- \$434,550 to be reallocated to a new project that would design and build an all-inclusive playground at Marty Snook Park. The new playground will include play areas for ages 2-5 and 5-12, rubber surfacing and accessible routes to playground facilities and restrooms, sensory areas, shaded gathering areas and seating, fenced in play area, and equipment for inclusive play and socialization for all children.

**FISCAL IMPACT:** \$3,434,550 ARPA Funds

**CONCURRENCES:** ARPA Committee: Michelle Gordon, County Administrator; Kelcee Mace, Chief Financial Officer; Andrew Eshleman, Director of Public Works; Mark Bradshaw, Director of Environmental Management; Dave Hays, Director of Emergency Services; Jonathan Horowitz, Director of Business and Economic Development; Scott Hobbs, Director of Engineering; and Allison Hartshorn, ARPA Grant Manager

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A



Open Session Item

**SUBJECT:** Department of Business and Economic Development – Strategic Planning Update from RKG Associates Inc. (consultants)

**PRESENTATION DATE:** December 10<sup>th</sup>, 2024

**PRESENTATION BY:** Jonathan Horowitz, Director, Department of Business and Economic Development; Kyle Talente, President, RKG Associates, Inc., Luke Pullo, Associate, RKG Associates Inc.

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** RKG Associates Inc. has been diligently working with the Department of Business and Economic Development over the past several months laying the foundational work to develop a new strategic plan for Washington County’s economic development efforts.

**DISCUSSION:** A steering committee of 15 impactful community representatives in various industries has been assembled to assist in the formation of a new economic development strategic plan. This plan will guide the Department’s efforts over the next 5-10 years. This plan will be an actionable one through which coordinated efforts will be set in motion utilizing County resources magnified by our community partners. This agenda item is to provide the BOCC with an update from our planning consultant group on the progress and direction of the planning process.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A



**Open Session Item**

**SUBJECT:** Contingent Approval of Design/Bidding Services agreement related to Airport Terminal Expansion Project.

**PRESENTATION DATE:** December 10<sup>th</sup>, 2024

**PRESENTATION BY:** Neil Doran, Airport Director, Andrew Eshleman, Director of Public Works.

**RECOMMENDED MOTION(S):**

- Motion to empower the Airport Director to execute Design and Bidding services agreement with ADCI for \$693,877 contingent upon receipt of an Independent Fee Estimate (IFE) and obtaining FAA concurrence of award.

**REPORT-IN-BRIEF:** Airport was previously awarded \$5.25 million as an FAA grant under the Bipartisan Infrastructure Law BIL-ATP. Project to provide 4,800sf of east side expansion space in the "landside" portions of the terminal. Due to our compressed timeline, requesting authorization for the Airport Director to sign/execute an agreement with Airport Design Consultants, Inc. (ADCI) for Design and Bidding Services in the amount of \$639,877.

The approval would be contingent upon receipt of concurrence/approval of award from the Federal Aviation Administration (FAA) and also the \$693,877 being determined as reasonable by FAA and the Airport as within the limits established by an Independent Fee Estimate (IFE) currently being completed by C&S Companies of Syracuse, NY.

Note: "IFE" in the context of an FAA grant award stands for "Independent Fee Estimate," which is a cost analysis provided by a third-party consultant to verify the reasonableness of a project's estimated costs when applying for an FAA grant, ensuring the project budget is accurate and justified before funding is awarded.

**DISCUSSION:** Staff recommends approval. With BOCC concurrence, signature by Mr. Doran would complete the ADCI document.

**FISCAL IMPACT:**

- Design and Engineering services will be covered under the FAA grant. FAA 95% share. MAA 1.92% share anticipated to cover half of the local share of construction costs. Local Match 3.08% (Airport Fund). Revised numbers below. Awarded \$5.25 million of the previously requested \$6.86 million.

FAA	\$5,250,000.00 (95%)
Maryland Aviation Admin (State Match)	\$106,163.00 (1.92%) <i>est.</i> ^
Airport Capital Reserve Fund/BOCC	\$170,152.00 (3.08%) ^^
Total	\$5,526,315.00

^ MAA 2.5% share anticipated to cover half of the local share of construction costs. Does not cover design and bidding services.

^^Assumes Airport will pay full 5% share of the \$693,877 in ADCI services.

**CONCURRENCES:** Michelle Gordon, County Administrator; Kelcee Mace, CFO; Andrew Eshleman, Director of Public Works.

**ALTERNATIVES:** Waiting until the IFE and FAA Concurrence letter is in hand before obtaining a spot on the BOCC meeting calendar seeking approval to sign the ADCI proposal with resulting delays. This course of action is not recommended given the compressed project delivery and grant timelines along with holidays affecting overall availability for meetings and staff/FAA/consultant actions necessary to move the project forward.

**ATTACHMENTS:** ADCI proposal document. Drawing of proposed terminal expansion.

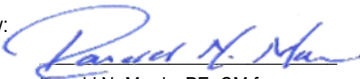
**AUDIO/VISUAL TO BE USED:** N/A.



PROJECT TITLE:	Expand/Rehabilitate Terminal Building East						
AIRPORT:	Hagerstown Regional Airport – Richard A. Henson Field						
PROJECT NO:	PUR-1450; TO #21; Purchase Order (PO): Pending						
DATE OF ISSUANCE:	11/12/2024						
ATTACHMENTS:							
METHOD OF PAYMENT:	Design/Bidding - Lump Sum Construction - Cost-Plus-A-Fixed-Fee (Not-To-Exceed); Not Authorized Yet						
TASK ORDER AMOUNT:	<table border="0"> <tr> <td>Design/Bidding -</td> <td>\$</td> <td>639,877</td> </tr> <tr> <td>Construction -</td> <td>\$</td> <td>-</td> </tr> </table>	Design/Bidding -	\$	639,877	Construction -	\$	-
Design/Bidding -	\$	639,877					
Construction -	\$	-					
PROJECT DESCRIPTION:	See the attached ADCI's Scope of Work and Price Proposal dated November 12, 2024.						

*The original Agreement for Professional Services between Board of County Commissioners of Washington County, Maryland (County) and Airport Design Consultants, Inc. (ADCI) for professional services at the Hagerstown Regional Airport – Richard A. Henson Field (HGR) dated January 27, 2020 and amended/restated agreement dated January 27, 2021 shall govern all task orders executed under this agreement unless modified in writing and agreed to by the County and ADCI. The original Federal Contract Provisions have been updated and are being replaced with those included in Attachment A to this Task Order Proposal.*

**ACCEPTED**

by: 

Ronald N. Morris, PE, CM for  
 Mahesh S. Kukata, P.E  
 Vice President  
 Airport Design Consultants, Inc  
 6031 University Blvd, Suite 330  
 Ellicott City, MD 21043

**APPROVED**

by: \_\_\_\_\_

Neil Doran, C.M, ACE  
 Airport Director  
 Hagerstown Regional Airport  
 18434 Showalter Road  
 Hagerstown, MD 21742

November 12, 2024

2024-HGR-1305

Mr. Neil Doran, C.M, ACE  
Airport Director  
Hagerstown Regional Airport – Richard A. Henson Field  
18434 Showalter Road  
Hagerstown, Maryland 21742

Sent electronically to: [ndoran@washco-md.net](mailto:ndoran@washco-md.net)

Reference: Scope of Work and Price Proposal  
Expand/Rehabilitate Terminal Building East  
Design and Bidding Services (Task Order No. 21)  
Hagerstown Regional Airport, Hagerstown, MD

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Dear Mr. Doran:

Airport Design Consultants, Inc. (ADCI) is pleased to submit this revised proposal to the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (County) to provide Design and Bidding services associated with the Expand/Rehabilitate Terminal Building East (Project) at the Hagerstown Regional Airport – Richard A. Henson Field (HGR).

Whereas the County and ADCI entered into an Agreement (PUR-1450) for ADCI to provide Professional Services that was originally executed on January 27, 2020. All of the terms and conditions of the Agreement, as amended and restated on January 27, 2021, remain in full effect and apply to this Specific Project Proposal with the exception of the Federal Contract Provisions contained therein. Those provisions are considered null and void and, by execution of this Proposal, shall be replaced with the current applicable required Federal Contract Provisions, dated November 17, 2022 and editorially updated May 24, 2023.

For this task, as approved by the County, the following subconsultants will assist us:

- Bushey Feight Morin Architects, Inc. (BFM) – Architectural,
- CJL Engineers, Inc. (CJL) – Mechanical, Electrical, Plumbing and Fire Protection,
- Tarantino Engineering Consultants (TEC) - Structural Engineering, and
- Triad Engineering, Inc. - Design Survey and Design Geotechnical Investigation.

Whereas the County and ADCI in their mutual covenants herein agree in respect to the scope of work and price proposal for the referenced Project as set forth below:



## **A. DESCRIPTION OF WORK**

When Hagerstown Regional Airport (HGR's) Terminal building was built in the early 1990s it was designed to serve small (<19 seat) commuter aircraft. Since the arrival of a new commercial service provider Allegiant, passenger volumes have continued to grow, and additional routes are continuing to be added. In recent years annual flights have increased by over 38% and the aircraft being utilized now have up to 190 seats per flight, resulting in a strain on the capacity of the current facilities.

Therefore, there is a critical need for this planned expansion to accommodate additional ticket counters, airline offices/storage/support areas, and queuing space to meet the current service demands. Also, as part of this expansion, it is the County's desire to increase market access and provide space to attract a new service entrant and increase competition.

Operational, program elements, and critical components for this project include the following:

- Operational
  - Expanded Allegiant operations
  - Use of larger Design Aircraft (Boeing 737-800/900 - 189 PAX seat capacity).
  
- Program Elements
  - Review of Non-Hub FAA eligibility requirements.
  - Identification of FAA eligible program spaces
  - Expansion limited to two (2) structural bays (pre-approved 4,800 SF)
  - New Common-Use (1-2 Entrant) Ticket Counter positions
  - Ensure sufficient TSA Security Area
  - Improved Airline OPS space behind Ticket Counters
  - Improved Passenger Queue and Circulation areas in the Ticket Lobby
  - Flex Space for future Airport development
  - Evaluate ability to enclose the exterior space adjacent to the Baggage Make-up from the elements
  
- Critical Components
  - Signage upgrades
  - Provide sun/shading control for the East Lobby window wall
  - Additional Access Control (HID+) and Security Camera
  - Review of Means of Egress distances

## **B. PROFESSIONAL ENGINEERING SERVICES**

Professional Engineering Services to be performed under this task will be as detailed below.

### **1. Project Management**

ADCI will provide project management services throughout the course of this project. These services shall include:



- A. **Proposal Preparation** - Attend one (1) project scoping/pre-design meeting, prepare the Scope of Work, and assist the County in satisfying the requirements of Grant Offer to receive grant funding for this Project.
- B. **Environmental Coordination** – Preparation of one (1) FAA Documented Categorical Exclusion (CATX) for the construction of the proposed development in accordance with the requirements set forth in Federal Aviation Administration (FAA) Airports Standard Operating Procedure (SOP) No. 5.1 for submission to and approval by the FAA.
- C. **Airspacing** – Completion and submission of the required FAA Form 7460-1 for the critical Construction Equipment locations and the Construction Safety and Phasing Plan (CSPP).
- D. **FAA Coordination** – Provide project coordination and review of eligible spaces, and associated paperwork
- E. **Project Administration** - Throughout the course of the project ADCI shall provide the following administrative services:
  - a. Provide all necessary coordination with appropriate State and Local agencies, including correspondence, telephone contact, memorandums, and meeting(s) or conference(s) as required. Such coordination shall be provided during the period covered by the agreed upon schedule for completion of the Project.
  - b. Assist the County in the preparation of an FAA Grant Application including all correspondence and communications related thereto.
  - c. Assist the County with Quarterly Performance Reporting for the design grant, as required.
  - d. Assist County with Annual Financial Reporting for the design grant, as needed.
- F. **Coordination Meetings** - ADCI will schedule, manage, and provide meeting minutes for both external and internal meetings as needed throughout the design and bid phase services.
- G. **Requests for Reimbursements** - Consult with County and the State to determine any specific requirements, conditions, or limitations related to the Project and incorporate them in revised estimates and documentation.
  - a. Assist the County in the preparation of Requests for Reimbursement from the FAA and MAA during the duration of the Project, with legal assistance provided by the County. Prepare and submit draft FAA pay requests for reimbursement of Owner's project expenses during the Project. Prepare pay request summary spreadsheet, project summary spreadsheet and documentation for County's use in submitting monthly pay requests. It is anticipated that reimbursement requests will be filed monthly. A total of six (6) reimbursement requests are anticipated.
- H. **Internal QA/QC Review** - Engineer's Senior Engineer and Senior Project/Construction Manager will perform an Independent Technical Quality Assurance/Control Review of the Documents prior to submitting them to the County/Agencies for each submittal and prior to approval to advertise the Project for Bidding



## 2. Design Phase Services

- A. **Kickoff Meeting** - Prepare for and attend one (1) project Kickoff meeting with personnel from the County, HGR and the Design Team to discuss the overall project scope, work schedule, airport operational safety, contract relationships, contract time, utility interface, project coordination, design investigations, and other project specific items. Prepare and distribute meeting minutes.
- B. **Site Visit** - The Design Team will conduct a site visit / walk to visually review the project area and scope with HGR to ensure all relevant design / program information has been obtained. It is assumed that this site visit will occur at the same time as the Kickoff Meeting.
- C. **Coordinate Field Topographic Surveys and Geotech Work** – Coordinate with Subconsultants and Owner for access to all areas required to obtain design ground survey and geotechnical data required for design.
- D. **Prepare Base Plans** – Based on information obtained from as-builts, field survey and site observations, setup electronic AutoCAD Base Files for use by the design team in preparation of the plans.
- E. **Plan Preparation** - Prepare construction documents including but not limited to the following: General Project Layout, Construction Safety and Phasing Plans and Details, Demolition Plans and Details, Architectural, Structural, Electrical (Power & Lighting), Mechanical (Heating, Ventilation and Air-Conditioning & Plumbing) Plans, Elevations, Sections, Details and Schedules
- F. **Technical Specifications** – Preparation of the general contract provisions, and technical specifications conforming to FAA AC 150/5370-10H.
- G. **Project Manual** – Preparation and assembly of Instructions and Invitations to Bidders, Special Provisions, Contract Forms, and Bid Forms.
- H. **Design Report** – Prepare the Design Engineer's Report in accordance with the Federal and/or State requirements and furnish such documents and design data as may be required for securing approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
- I. **Prepare Engineer's Opinion of Probable Cost (EOPC)** – Preparation of EOPC and design report. Cost estimates will be based on unit prices from recent projects at the Airport and in the vicinity.
- J. **Design Review Meetings** – Prepare for and attend design review meetings after the 30%, 90% and Final submittals.
- K. **Design Package Submittals** – Plans and specifications will be submitted to the County, HGR, MAA and FAA - WADO for review and comment.
  - i. Preliminary (30%) Submittal
  - ii. Pre-Final (90%) Submittal
  - iii. Final (100%) Submittal

iv. Bid Phase Services

**3. Bid Phase Services**

Following final approval of plans and specifications by the County, bidding services will commence and will include the following services:

- A. **Bid Document Distribution** - Prepare electronic PDF copies of the As-Bid documents for distribution to the County, HGR, FAA, MAA, and prospective bidders.
- B. **Pre-Bid Meeting** - Schedule, prepare for, and conduct one (1) Pre-Bid Meeting between County, HGR, FAA, MAA, prospective bidders, and other agencies. The Pre-Bid Meeting will be conducted in accordance with FAA AC 150/5370-12B, Quality Management for Federally Funded Airport Construction Projects, to discuss project scope, work schedule, funding, airport operational safety, contract requirements, and other project specific items. Prepare and distribute meeting notes in an Addendum.
- C. **Bid Addendum(s)** - Preparation of responses to bidder's questions and requests for clarifications as appropriate to interpret, clarify or expand the Bidding Documents. Preparation of all required addenda and coordination with the Purchasing Department for issuance of the Addenda.
- D. **Bid Opening, Tabulation and Recommend Award** - Virtually attend one (1) Bid Opening. Prepare the Bid Tabulation and transmit it to the County, HGR, FAA, MAA, and Bidders. Prepare the Recommendation of Award and transmit to the County for their consideration in offering award.
- E. **Conformed Documents Preparation** - Coordinate and assemble Construction Contracts (Agreements, Bonds, and Insurances) and submit executed Contract Information to Funding Agencies. Incorporate completed bid proposal forms, executed contracts, bonds, insurance certificates, and all addenda into a Conformed set of Contract Documents. The Conformed Documents will be transmitted electronically to the County, HGR, FAA, MAA, and Contractor. Three (3) full-sized sets, or as prescribed in the contract documents, will be printed for the Contractor.

**C. ITEMS NOT INCLUDED**

Items not included in this contract include:

- A. Payment of permit fees for the proposed improvements.
- B. Pre-Construction or Construction Phase Services.
- C. No identification or remediation of hazardous materials or environmental issues is included in this proposal. This includes, but is not limited to, asbestos, lead paint, radon, mercury, underground storage tanks, groundwater contamination, etc.

Mr. Neil Doran, C.M, ACE  
November 12, 2024



**D. COMPENSATION**

For the Professional Engineering Services described in Paragraph B above, we request compensation on a **Lump Sum Fee** basis. Billing will be based on approximate percentage of work completed. The cost of these services is **\$639,877**.

A list of tasks, and breakdowns of the man-hours and costs required for the overall project are attached.

**E. SCHEDULE**

The following represents a proposed project delivery schedule:

PHASE	START	END	DURATION (Working Days)
Notice-to-Proceed (NTP)	12/2/2024	12/2/2024	1 day
Preliminary (30%) Submittal	12/2/2024	03/14/2025	75 days
Pre-Final (90%) Submittal	03/18/2025	04/30/2025	33 days
Final (100%) Submittal	05/01/2025	05/14/2025	10 days
Bid Phase Services	05/15/2025	06/25/2025	30 days
<b>TOTAL</b>			<b>148 days</b>

Construction is anticipated to start in late September or October of 2025 and a separate Construction Phase Service Proposal will be prepared and submitted in the Spring of 2025 for inclusion in the grant application.

**F. AUTHORIZATION**

ADCI will proceed on this project immediately upon receipt of the written Notice-to-Proceed and a purchase order to include this work under the executed base agreement by the County/HGR. Thank you for the opportunity to submit this Proposal.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Ronald N. Morris, PE, CM for  
Mahesh S. Kukata, PE  
Vice President

Enclosures

**Expand/Rehabilitate Terminal Building East  
Hagerstown Regional Airport – Richard A. Henson Field  
Design/Bid Phase Services**

Multipliers	
Overhead:	147.26%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**  
Date Prepared: November 12, 2024  
Total Budget Amount: \$639,877

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
	Direct labor cost: \$ 110.00	\$ 99.00	\$ 50.00	\$ 45.00	\$ 65.00	\$ 39.00			
<b>Project Management</b>									
Proposal Preparation	8	4					12	\$ 1,276	
Environmental Coordination (Documented CATX) and Determination	1	4	8	16		4	33	\$ 1,782	
FAA Coordination		2	4	8		20	34	\$ 1,538	
Project Administration	8	12					20	\$ 2,068	
Coordination Meetings (External)   Bi-weekly (15)	16	40	60				116	\$ 8,720	
Coordination Meetings (Internal)   Bi-weekly (15)	30	30	30				90	\$ 7,770	
Requests for Reimbursements (6)	30	15	30				75	\$ 6,285	
Internal QA/QC Review	4	2	8				14	\$ 1,038	
	4	40	24				68	\$ 5,600	
<b>Preliminary - 30% Submittal</b>									
Project Kick-off Meeting (1)	8	4	8				20	\$ 1,676	\$ 100
Site Visit - Record Document Collection and Review	24		24			16	64	\$ 4,464	
Coordinate Field Topographic Surveys and Geotech Work			8			8	16	\$ 712	
Prepare Base Plans			8	8		24	40	\$ 1,696	
<b>Plan Preparation</b>									
Title Sheet	1	2	2	4		2	13	\$ 666	
Drawing Index	2	4	4	8		2	24	\$ 1,254	
General Project Layout	2	4	4	8		2	24	\$ 1,254	
General Construction and Safety Notes	2	4	4	12		24	66	\$ 2,292	
Maximum Equipment Height Plan	2	4	4	12		24	66	\$ 2,292	
Construction Safety and Phasing Plans	2	8	16	24		24	94	\$ 3,828	
General Construction and Safety Notes	2	4	4	12		24	66	\$ 2,292	
General Construction and Safety Details	2	2	4	8		24	60	\$ 1,914	
Existing Conditions Plan	2	2	4	8		12	48	\$ 1,446	
Demolition Plans	2	2	8	8		12	52	\$ 1,646	
Site Plan	2	8	24	40		24	138	\$ 4,948	
Grading and Drainage Plan	2	8	12	24		24	110	\$ 3,628	
Erosion and Sediment Control Plan	2	8	12	32		24	118	\$ 3,988	
Erosion and Sediment Control Notes and Details	2	4	8	8		24	86	\$ 2,312	
Fencing and Gate Details	2	2	8	8		24	84	\$ 2,114	
Utility Details (2)	2	4	8	8		24	86	\$ 2,312	
Technical Specifications	4	8	16	24		16	68	\$ 3,736	
Design Report	4	4	40	10		8	74	\$ 3,598	
Preliminary Engineer's Opinion of Probable Cost (EOPC)	4	4	8	16		8	40	\$ 2,268	
Design Review Meeting (1)	4	4	4				12	\$ 1,036	\$ 100
Submit 30% Documents (Electronic Only)	1		2	4		4	11	\$ 546	

**Expand/Rehabilitate Terminal Building East  
Hagerstown Regional Airport – Richard A. Henson Field  
Design/Bid Phase Services**

Multipliers	
Overhead:	147.26%
Profit:	12.00%

Firm Name: **Airport Design Consultants, Inc.**  
Date Prepared: November 12, 2024  
Total Budget Amount: \$639,877

Work Classification:	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Inspector	CAD Designer	Total Hours by Task	Total Labor Cost	Total Direct Expenses
	Direct labor cost: \$ 110.00	\$ 99.00	\$ 50.00	\$ 45.00	\$ 65.00	\$ 39.00			
<b>Pre-Final - 90% Submittal</b>									
Plan Preparation (Incorporate 30% Comments)	20	60	120	220	0	280	700	\$ 34,960	
Project Manual	4	8	16	24		16	68	\$ 3,736	
Design Report (including construction schedule)	8	4	16	4		8	40	\$ 2,568	
Final Engineer's Opinion of Probable Cost (EOPC)	4	4	8	16		16	48	\$ 2,580	
Design Review Meeting (1)	4	4	4				12	\$ 1,036	\$ 100
Submit 90% Documents - 5 Sets (Electronic Only)	1		2	4		4	11	\$ 546	
<b>Final Design - 100% Submittal/Bid Documents</b>									
Incorporate County, HGR, MAA and FAA - WADO Comments and Update Drawings	16	16	24	32		40	128	\$ 7,544	
Design Review Meeting (1)	4	4	4				12	\$ 1,036	
Submit 100%/Bid Documents (Electronic Only)	1		2	4		4	11	\$ 546	\$ 1,500
<b>Bid Phase Services</b>									
Prepare for, Conduct, and Prepare Minutes from the Pre-Bid Meeting (1)	4	2	8	8		4	26	\$ 1,554	\$ 100
Prepare Response to Bidders Questions and Addenda as Appropriate (2)	4	2	8	8		16	38	\$ 2,022	
Attend the Virtual Bid Opening (1)	4		4				8	\$ 640	
Prepare Bid Tabulation and Analyze Bids	2		4	8			14	\$ 780	
Prepare Recommendation for Contract Award	4	2	4				10	\$ 838	
Prepare Conformed Drawings and Provide (3) Sets	4		4	8		16	32	\$ 1,624	\$ 600

<b>Subcontracted Services</b>	
Bushey Feight Morin Architects, Inc. (BFM) - Architectural	\$126,600
CJL Engineers, Inc. (CJL) – Mechanical, Electrical, Plumbing and Fire Protection	\$26,000
Tarantino Engineering Consultants (TEC) - Structural Engineering	\$34,050
Triad Engineering, Inc. - Design Survey	\$9,700
Triad Engineering, Inc. - Design Geotechnical Investigation	\$9,000
Subtotal - Subcontracted Services:	\$205,350
0% Markup:	\$0
<b>Total - Subcontracted Services:</b>	<b>\$205,350</b>

Total Labor:	\$ 156,005
Overhead Cost: <u>147.26%</u>	\$ <u>229,733</u>
<b>Subtotal:</b>	\$ <b>385,738</b>
Fixed Fee: 12.00%	\$ 46,289
<b>Total with Overhead and Fixed Fee:</b>	\$ <b>432,027</b>
Total Direct Expenses:	\$ 2,500
Subtotal - Subcontracted Services:	\$ 205,350
<b>Grand Total (Lump Sum (LS)):</b>	\$ <b>639,877</b>

### SURVEY LIMIT TABLE

POINT #	NORTHING	EASTING
1	743299.3945	1106648.6868
2	743223.9901	1106628.8039
3	743210.2531	1106678.7396
4	743168.9330	1106666.0628
5	743181.7734	1106619.1122
6	743079.5878	1106592.1676
7	743002.9451	1106881.6944
8	743019.1592	1106899.5549
9	743083.6066	1106888.3760
10	743226.2730	1106925.9948

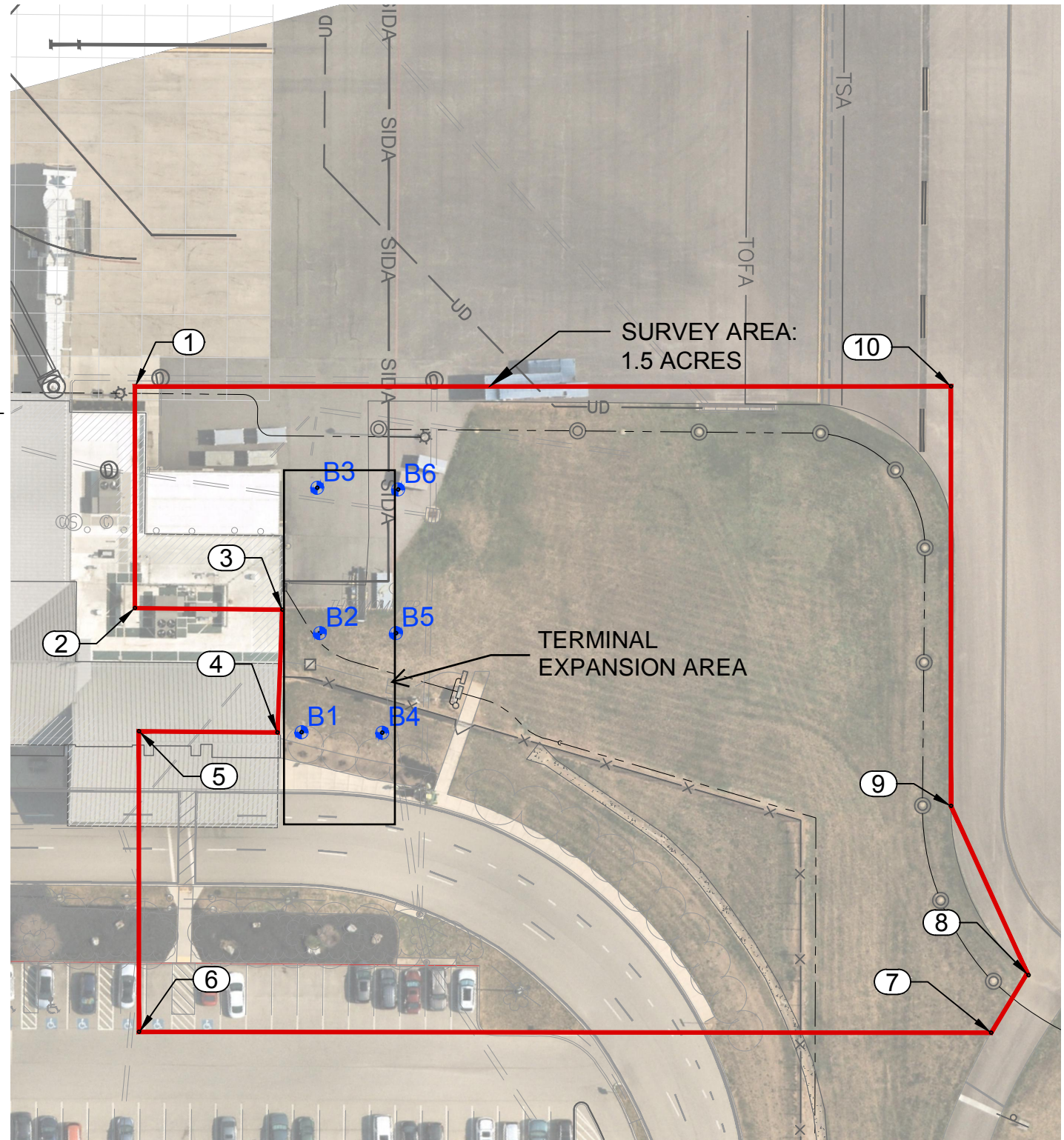
**NOTES:**

1. ALL SURFACE FEATURES: LIGHT FIXTURES, PAVEMENT MARKING, UTILITIES, PAVEMENT BREAKS, PAVEMENT JOINTS, PAVEMENT LIMITS, SWALES/BREAKS IN GRADE, UTILITY INVERTS, AND ANY OTHER VISIBLE ITEMS WITHIN THE LIMITS SHOWN.
2. EXISTING GROUND SURVEY CAN BE COMPLETED BY DRONE AND SUPPLEMENTED WITH GROUND BASED TO PICK UP SURFACE FEATURES.
3. BORING LOCATIONS ARE APPROXIMATE. EXACT BORING LOCATIONS WILL BE PROVIDED PRIOR TO STARTING.

### BORING LOCATION TABLE

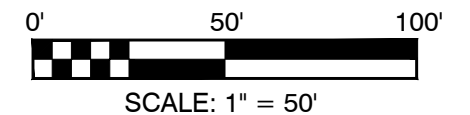
ID	NORTHING	EASTING	ELEV (FT)*	DEPTH (FT)
B1	743166.8623	1106674.2497	-	20'
B2	743198.9030	1106689.4035	-	20'
B3	743248.5634	1106701.4997	-	20'
B4	743159.4628	1106701.6477	-	20'
B5	743192.1103	1106715.2027	-	20'
B6	743240.7333	1106728.8148	-	20'

\* ELEVATIONS TO BE PROVIDED BY SURVEYOR UPON COMPLETION OF FIELD SURVEY.



**LEGEND:**

- SURVEY AREA
- B1 APPROX. BORING LOCATION



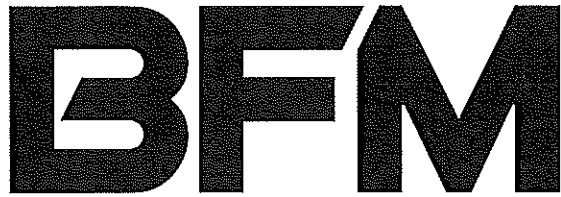
DESIGNED: ZAF  
 DRAWN: ZAF  
 CHECKED: RNM  
 APPROVED: RNM

REVISION No.	REVISION DATE	DESCRIPTION



PROJECT TITLE: EAST TERMINAL EXPANSION  
 SHEET TITLE: SURVEY AND BORING EXHIBIT  
 SCALE: AS SHOWN      DATE: NOVEMBER 2024

FAA AIP No.: -  
 SHEET No.: EX-1



**BUSHEY FEIGHT MORIN ARCHITECTS**

November 5, 2024

ADCI  
6031 University Blvd, Suite 330  
Ellicott City, MD 21043

Attention: Ronald Morris, PE, Senior Engineering Manager

473 NORTH POTOMAC STREET  
HAGERSTOWN, MARYLAND 21740  
301.733.5600  
www.bfmarchitects.com

AARON K. HOUSE, AIA, NCARB  
PRESIDENT

MICHAEL L. GEHR, AIA  
VICE PRESIDENT

ANDREW S. REICHARD, LEED AP BD+C, R.A.  
VICE PRESIDENT

NORMAN E. MORIN, R.A.  
PRINCIPAL

Email: [rmorris@adci-corp.com](mailto:rmorris@adci-corp.com)

Re: Hagerstown Regional Airport (HGR)  
Terminal Building Addition  
18434 Showalter Road  
Hagerstown, MD  
- A/E Fee Proposal

File: 24043/DP-1

Dear Mr. Morris,

Bushey Feight Morin Architects, Inc. (BFM) is pleased to submit our Architectural/Engineering fee proposal for the proposed 4,800 sq. ft. addition to the Hagerstown Regional Airport Terminal Building. The expansion will increase the existing 23,910 sq. ft. terminal to 28, 710 sq. ft., adding additional common use ticketing gates and baggage handling areas. The recently added TSA baggage screening equipment room will remain in its current location.

With Allegiant Airlines adding Boeing 737's to its fleet, the 190-passenger jet will require additional space for passenger check-in. The additional common use space will provide passengers comfort with additional pre-check-in waiting along with new vending, car rental and possible café space. Baggage handling will be increased in size with renovations improving efficiency in luggage movement.

Project Understanding

BFM provided a design concept in March of 2022 illustrating a modular addition with 24 ft x 28 ft bays. The four (4) 672 sq. ft. bays at 2,688 sq. ft. provided open space for new ticket counters and an additional lower roof area of two (2) 16 ft x 24 ft, 384 sq. ft. structural bays provided additional space for baggage handling. The two (2) enclosed spaces equated to 3,744 sq. ft. of open shell space. Additional canopy space of 48 ft by 22 ft added 1,056 sq. ft. of sheltered canopy space. The 4,800 sq. ft. cumulative space addition was approved by the FAA Federal Aviation Administration for funding as an approved addition to the HGR Terminal Building.

The proposed new 4,800 sq. ft. addition will be detailed to match the existing concourse with brick masonry pilasters at 24 ft. on center and continued in the new addition with tubular steel trusses supported at two (2) 28 ft spans in two repetitive bays. The basis of design shall be according to the following attributes:

- |                       |                           |
|-----------------------|---------------------------|
| 1. Building Addition: | 48' x 78', 3,744 sq. ft.  |
| 2. Canopy Addition:   | 48' x 22', 1,056 sq. ft.  |
| 3. Roof Area:         | 48' x 100', 4,800 sq. ft. |
| 4. Structural Bays:   | 24'-0" o.c.               |

- |                         |  |
|-------------------------|--|
| 5. Truss Spans:         | 2 @ 28'-0" o.c., 56' frame line truss end bearing  |
| 6. Roof Pitch:          | 8 in 12 roof slope   |
| 7. Roof Deck:           | Epic Toris 5.5(A) roof deck ceiling system   |
| 8. Roof Insulation:     | Two (2) layers 3" polyisocyanurate 6" total thickness  |
| 9. Nailing Deck:        | 3/4" tongue & groove fire retardant treated plywood  |
| 10. Weather Barrier:    | High temperature woven synthetic underlayment  |
| 11. Roofing Material:   | 2" standing seam 24 gage aluminized steel roofing  |
| 12. Roof Drainage:      | 6" x 6", 26 gage pre-finishes steel gutters<br>Pre-finished steel gutters and downspouts will be exposed matching the recently completed roof repairs. |
| 13. Downspouts:         | 3" x 5" pre-finished steel downspouts to be exposed in corners of pilasters  |
| 14. Exterior Pilasters: | Stone veneer   |
| 15. Floor Finish:       | Ceramic tile to match existing   |

### Scope of Services

BFM will provide three (3) phases of design including Schematic Design, Design Development and Construction Documents. BFM anticipates numerous Design Review Meetings throughout the design phases with Approval from Airport Authority for each phase. BFM will maintain and issue Design Review Meeting minutes for all Design Meetings. With all design decisions accepted the construction documents will be completed with final detailing coordinated with the Airport Authority and terminal staffing.

Following a final review with the Design Team and the Owners, the final documents will be submitted to the permitting review agencies for approval and issuance of building permits.

With the acceptance of the review agencies, the project will be advertised for competitive bidding. ADCI, BFM, CJL Engineers, and the structural engineer will provide a Pre-Bid Conference and prepare minutes for publication. During the Bidding Phase, BFM will provide answers to all bidding questions and issue addenda.

### Design Team

- |               |                           |
|---------------|---------------------------|
| Team Leader:  | ADCI                      |
| Architect:    | BFM Architects Inc. (BFM) |
| MEP Engineer: | CJL Engineering (CJL)     |

### Proposed Fee

BFM and our Engineers propose to provide our services as noted above for a lump sum fee of **One Hundred Fifty-Two Thousand, Six Hundred Dollars (\$152,600.00)** and the breakdown by phase is as follows:

	Schematic Design	Design Development	Construction Documents	Bidding	Total
BFM	\$18,000	\$31,000	\$71,600	\$6,000	\$126,600
CJL	\$0	\$12,000	\$12,000	\$2,000	\$26,000
<i>Total</i>	<i>\$18,000</i>	<i>\$43,000</i>	<i>\$83,600</i>	<i>\$8,000</i>	<i>\$152,600</i>

BFM has excluded the following items:

- Civil Engineering – ADCI
- Structural Engineering
- Soil borings



ADCI: Hagerstown Regional Airport - Terminal Building Addition

- A/E Fee Proposal

November 5, 2024

Page 3

- Hazardous materials investigation
- Construction Administration Services
- Cost of building permit
- Cost of fire marshal review fees
- Attendance at Zoning or Planning Commission meetings
- Any printing and mailing cost


BFM and our consulting engineers appreciate the opportunity to submit our Architectural/Engineering fee proposal and looks forward to working with ADCI on this project. BFM will provide our design in a timely manner according to your schedule, aesthetically pleasing and functionally commensurate with the requirements of the Hagerstown Regional Airport.

If in acceptance of the conditions as outlined above, please sign below, and return one (1) copy to this office and we will initiate the work for this project.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

BUSHEY FEIGHT MORIN ARCHITECTS INC.

  
\_\_\_\_\_  
Norman E. Morin, Jr., AIA

NEM/wlt



# PROPOSAL

November 6, 2024

Ronald Morris, PE  
Senior Engineering Manager  
ADCI  
6031 University Blvd,  
Ellicott City, MD 21043

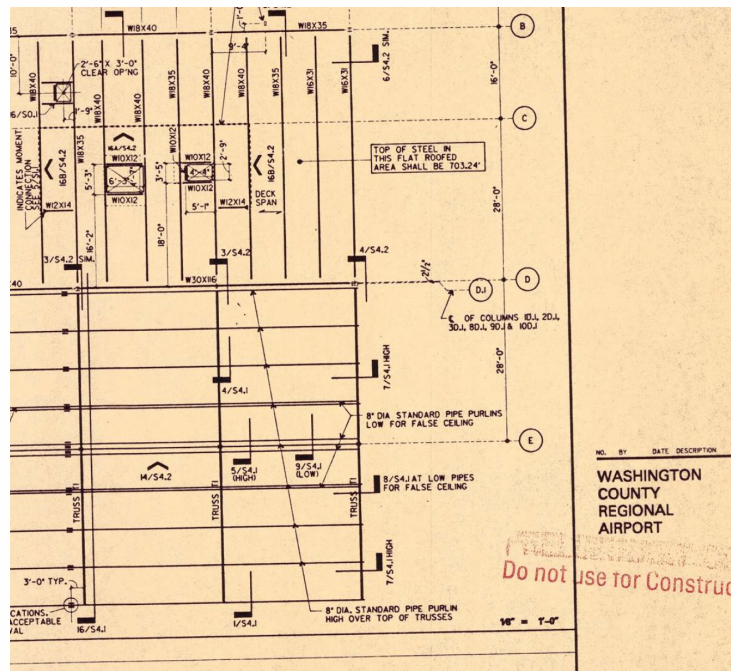
Re: **HGR Terminal, East  
Expansion**  
Structural Engineering Consulting

Dear Ron,

Thank you for your consideration of Tarantino Engineering Consultants (TEC) to provide structural engineering design services to ADCI (Client) for the above-named project.

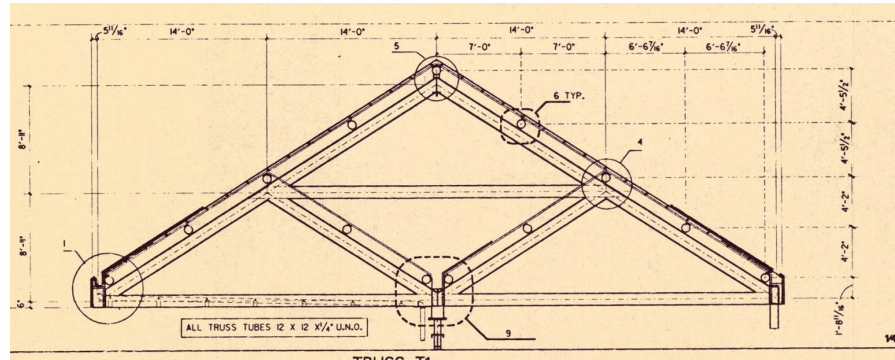
We understand the project to be:

- 5,000 sf terminal addition. HSS custom roof truss T-1 to extend over new addition, roof profile to match existing. T-1 design shall be verified per current building codes and updated minimum code loading with the intent to match configuration as close as possible.



8115 Maple Lawn Blvd, Suite 350  
Fulton, MD 20759  
410.921.7678 | TARANTINOEC.COM

**TARANTINO**  
ENGINEERING CONSULTANTS, PC



## 1. BASIC SCOPE OF SERVICES

Our Proposal includes the following structural engineering services.

### 1.1 SCHEMATIC DESIGN

1. Provide the scope of services for geotechnical services, including the preparation of a proposed boring plan if necessary.
2. Visit the site to review the existing structural components relative to the scope. The Airport shall provide safe access and expose the structural elements critical to the renovation.
3. Provide schematic narrative or drawings with sufficient information to establish a construction cost estimate.

### 1.2 DESIGN DEVELOPMENT

1. Based on the approved schematic design package, we will provide plan drawings with key sections for pricing and Airport approval (approximate 50% completion level).

### 1.3 CONTRACT DOCUMENTS

1. Provide structural drawings and specifications for permit and construction based on the approved Design Development Package.
2. Structural drawings shall include the seal and signature of a TEC Professional Engineer registered in the Authority Having Jurisdiction (AHJ).

### 1.4 BID PHASE

1. Attend a bidders meeting.
2. Provide clarifications to the drawings and specification for the bidders.



## 2. ASSUMPTIONS AND PERFORMANCE SPECIFIED ITEMS

1. The Owner or “Client” will hire a geotechnical consultant to collect borings, evaluate site conditions and provide foundation recommendations based on TEC’s Request for Proposal for geotechnical services.
2. Our proposal includes team meetings necessary for the building design. It does **not** include:
  - Regular attendance at team meetings.
  - Meetings in person during design.
  - Page turns in person.
3. Per industry standards of “secondary systems” and the specialized nature of certain components, TEC will performance specify the following items, to be designed by the Contractor’s “specialty engineer of record” (SEOR):
  - Metal stairs and railings.
  - Temporary conditions.
  - Cold formed metal framing infill.
  - Curtain wall (assist with the architectural specification).
4. The Airport will provide access and remove finishes as required for our review of existing conditions.
5. The Airport will provide ladder/lift access.

## 3. ADDITIONAL SERVICES

TEC will provide additional services, if requested and approved by the Client in writing. These additional services are either services that arise out of unforeseen circumstances during design and construction, or are optional services that are not necessary for design of the primary structural system. Additional Services include, but are not limited to:

1. Meeting attendance for those excluded in our assumptions.
2. Deep foundation system if required by the geotechnical report.
3. Services resulting from changes in scope cost or schedule of the Project; or from redesign to reduce construction costs where the reason for the excessive cost is outside the control of TEC; or from redesign services required by major, conceptual changes in architectural design after the Design Development Phase.
4. Redesign of foundations or other portions of the structure due to construction variations from design tolerances or due to unanticipated hidden conditions discovered during construction.
5. Work connected with fast-tracked design and/or construction requiring substantial completion and/or submittal of the structural contract



documents ahead of the architectural documents, or, requiring completion of the design of certain elements, such as footings, concrete work, or structural steel before the completion of the balance of the structural contract documents.

6. Redesign of the structure to address subcontractor's requests for substitution or to address deviations from the Contract Documents in construction by the subcontractor.
7. Site walls and equipment pads beyond the footprint of the structure.
8. Additional site visits beyond those included under basic services.
9. Establishing design criteria for, designing, or making field observations of shoring for building excavations or underpinning of adjacent structures.
10. Repairs to damaged/deteriorated existing structural components.
11. Structural scope related to redesign for deviation of as-built conditions found during construction or areas which differ from the provided as-built drawings or where TEC had to make assumptions of structure because the building owner would not allow access or remove finishes for TEC to observe the structural components.

## 4. COMPENSATION AND PAYMENT TERMS

TEC will provide the basic scope of services in section 1 for a lump sum broken down thus:

1.1	Schematic Design	\$	3,500
1.2	Design Development	\$	12,500
1.3	Contract Documents	\$	16,000
1.4	Bid Phase	\$	1,750
<b>Total</b>		<b>\$</b>	<b>33,750</b>

Reimbursable Expenses (out-of-pocket expenses, such as reproduction, large format printing, and deliveries) are billed at 1.1 times their cost to TEC and are estimated at **\$300**.

Invoices will be submitted periodically, typically at the end of each month for a percentage complete or at the conclusion of a phase. TEC shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Client shall review such invoices and, if they are considered incorrect or untimely, the Client shall, within ten business days from receipt of the TEC's billing, review the matter with TEC and confirm in writing to TEC the Client's understanding of the disposition of the issue.



Payments to TEC shall be made promptly after the Client is paid by the Owner under the Prime Agreement. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Client shall pay TEC in proportion to the amounts received from the Owner which are attributable to the Consultant's services rendered and Reimbursable Expenses incurred.

Any work required in excess of the scope of services described in this proposal shall be considered an additional service and would be billed at the hourly rates in the following schedule or an agreed lump sum value. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>(\$ per hour)</u>
Senior Principal	\$235
Principal	\$195
Associate Principal	\$165
Senior Project Manager	\$150
Project Manager	\$130
Senior Engineer	\$110
Engineer	\$100
Intern 2	\$60
Intern	\$50
Senior Drafter	\$80
Drafter	\$65
Non-Technical	\$65

## 5. PROJECT SCHEDULE AND CHANGES

This agreement is based on completing design phase services within a mutually agreed scheduled time frame. If, through no fault of our TEC, the design phase schedule exceeds eighteen months from the date of this proposal, or if the scope of the project changes, the amounts of compensation and/or rates outlined herein may be adjusted. This adjustment will be mutually agreed upon between our offices.

## 6. LIABILITY AND INSURANCE

TEC can furnish Client with the appropriate insurance certificates for general and professional liability. The Client agrees that TEC's total liability to the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Proposal from any cause or causes (other than gross negligence or willful misconduct), including, but not limited to, TEC's negligence, errors, omissions, strict liability, breach of contract, shall not exceed the total amount recovered



from TEC's insurance in the exercise of good faith to recover all applicable proceeds.

Current limits of Insurance:

Commercial General Liability	\$1M/\$2M
Auto	\$1M
Workers Compensation	\$1M
Professional Liability	\$5M/\$5M

## 7. TERMINATION OF SERVICES

The Client with or without cause, or TEC with cause, may terminate this Proposal by providing written notice to the other party. Termination shall be effective one day after actual receipt of notice. Upon termination of this Agreement, TEC shall invoice Client for all Services and Additional Services performed and reimbursable expenses incurred for periods prior to the date of termination and such fees shall become immediately due. If TEC has not fully completed any Phase, TEC shall be entitled to payment for the percentage, as determined in TEC's sole and absolute discretion, of any Phase which TEC completed prior to the termination of this Proposal and will deliver the percentage of work product after payment is rendered.

Thank you for the opportunity to submit this proposal. If you have any questions concerning its content, please do not hesitate to contact us at your earliest convenience. We look forward to working to the successful completion of this project.

Sincerely,  
Tarantino Engineering Consultants, PC

Brian Tarantino, P.E.  
President

---

Accepted Client (name, title, signature, date, PO#)





### **Field Exploration**

We propose to accomplish the test borings with a track- or ATV-mounted rotary auger drill rig and perform Standard Penetration Testing and sampling at 2.5-foot sample intervals to a depth of ten (10) feet and at 5-foot intervals thereafter. The borings will be extended to a maximum depth of 15 feet each or refusal, whichever occurs first. The boreholes will be checked for groundwater upon completion and then backfilled with auger cuttings. Borings within pavement areas will be patched with asphalt cold patch. Please note that some settling of this backfill may occur over time. Any excess spoils will be spread flat in green areas or hauled off site. Our proposal does not include return site visits for maintenance of the borehole locations after our on-site work is complete.

A geotechnical engineer from our office will be present during the drilling work to supervise the field exploration program and log all of the borings. We understand that the project surveyor will establish boring locations and determine ground surface elevations prior to our mobilization on site.

### **Underground Utilities**

Unmarked underground utilities pose a grave threat to workers performing subsurface drilling and excavation. Because of this, Triad will contact the appropriate public utility location service (e.g., Miss Utility, One-Call, etc.) to mark underground utilities prior to our subsurface exploration. However, it must be noted that public utility location services will not mark private underground lines or public underground utilities beyond a meter. Therefore, it is your responsibility to disclose the presence and provide the accurate location of all underground utilities not marked by the public utility location service. Triad will not be responsible for any damages that may result from striking underground utilities during the course of the subsurface exploration.

We understand that the project surveyor, will be providing a private utility locator to mark underground utilities in the vicinity of our boring locations.

### **Laboratory Testing**

Laboratory testing will be conducted on representative samples to supplement field classifications, assess potential volume change characteristics and establish foundation design parameters. The following types and numbers of tests are planned:

<b>TYPE OF TEST</b>	<b>PLANNED NUMBER</b>
Moisture Content	10
Classification (Sieve Analysis and Atterberg Limits)	2

## **Evaluation and Detailed Report**

Upon completion of the field exploration and laboratory testing, we will prepare a detailed geotechnical report which will include the following:

- 1) A detailed discussion of the site geology and subsurface conditions encountered.
- 2) Detailed boring logs with a Boring Location Plan.
- 3) Results of laboratory soil testing.
- 4) Foundation recommendations with specific references to bearing capacity, settlement potential and seismicity data.
- 5) Recommended modulus of subgrade reaction for design of slabs-on-grade.
- 6) Recommendations for site preparation and controlled fill construction.
- 7) Foundation construction procedures.

Our services for this project are strictly limited to those described herein. If necessary, additional services which may be required will be addressed by a change order to this contract.

## **ESTIMATED FEE AND SCHEDULE**

The fee for our services will be based on the unit prices listed herein and the actual quantities of work performed. Based on these unit rates and the scope of work outlined in this proposal, we estimate a total fee of \$8,270.25. An itemized fee estimate is attached to this proposal.

*Triad will submit invoices for payment on a monthly basis, or upon project completion, whichever occurs first. Our invoices will be based on the actual amount of work completed in the previous period. Any subcontractor costs will be invoiced immediately upon receipt. Payment is due no more than 30 days following receipt of our invoice unless the provisions of our contract set forth an alternate schedule for payment.*

The quoted unit rates are firm. The quantities of work are estimated based on our past experience and judgment, and therefore, the actual fee for the project may be more or less than estimated. We recommend a "not to exceed fee" of \$9,000. This includes a contingency to cover unforeseen conditions that may arise during field work and require that additional work be performed while personnel and/or equipment are immediately available. This contingency is designed to protect your interests. If it is necessary to demobilize and later remobilize personnel and equipment, both cost and schedule could be impacted significantly. If we recognize that the Scope of Work required to complete the project will increase significantly (beyond the contingency discussed above), Triad will provide you with a Change Order to authorize additional fees.



**ITEMIZED FEE ESTIMATE**

Proposal for Geotechnical Exploration  
HGR Terminal East Expansion

Triad Proposal No. 03-24-1114

ITEM	ESTIMATED QUANTITY	UNIT RATE	CONTRACT FEE
<b>FIELD EXPLORATION</b>			
Mobilization/Demobilization (land), lump sum	1	\$ 1,495.00	\$ 1,495.00
Public Utility Clearance	1	\$ 172.50	\$ 172.50
Soil Drilling with Standard Sampling, 0 to 40 ft. (10' minmum charge per boring)	90	\$ 20.13	\$ 1,811.25
Rig Moving Time, per hour	2	\$ 373.75	\$ 747.50
Asphalt Cold Patch, Per Bag	2	\$ 30.00	\$ 60.00
Staff Engineer, per hour (site safety training and drilling inspection)	12	\$ 110.00	\$ 1,320.00
Project Engineer, per hour (coordination)	1	\$ 124.00	\$ 124.00
		<b>Subtotal</b>	<b>\$ 5,730.25</b>
<b>LABORATORY TESTING SERVICES</b>			
Moisture Content (ASTM D 4959)	10	\$ 14.00	\$ 140.00
Soil Classification by USCS (ASTM D 2487)	2	\$ 200.00	\$ 400.00
		<b>Subtotal</b>	<b>\$ 540.00</b>
<b>EVALUATION AND REPORT</b>			
Preparation of Geotechnical Report, Lump Sum	1	\$ 2,000.00	\$ 2,000.00
		<b>Subtotal</b>	<b>\$ 2,000.00</b>
<b>TOTAL ESTIMATED PROJECT FEES</b>			<b>\$ 8,270.25</b>

November 11, 2024

Ronald N. Morris, PE  
Airport Design Consultants, Inc.  
6031 University Boulevard, Suite 330  
Ellicott City, MD 21043

RE: **Proposal for Professional Surveying Services**  
HGR Expand/Rehabilitate Terminal Building East  
Design and Bid Phase Services  
Hagerstown, Maryland 21742  
Triad Proposal No. 03-24-1114

Dear Mr. Morris:

Triad Engineering, Inc. (Triad) is pleased to provide a fee proposal for Professional Services associated with the project mentioned above. This proposal outlines our understanding of the project, describes our planned scope of services and contains the fee for our services.

## **PROJECT UNDERSTANDING**

In accordance with your request for proposal, we understand that you are requesting a Design Ground Survey of the Terminal Building East area within the Hagerstown Regional Airport, consisting of approximately 1.5 acres. As requested, our scope will include Subsurface Utility Engineering (SUE) utility designating services by means of a subcontractor. It is also understood that this project is for the design and bidding phases to expand the east side of the existing terminal building. Per your request and the provided RFP, the following scope of services is anticipated to assist in this project.

## **SCOPE OF SERVICES AND FEE**

### **Design Ground (Topographic) Survey**

Triad will establish survey control points based upon using the Primary Airport Control Stations (PACS) established at the Airport. If a different datum is preferred, survey control information will need to be provided. We will perform a field run topographic survey within the project area, see attached Exhibit "EX-1". Triad will request a utility designation and marking through Miss Utility, and also subcontract a private SUE firm for utility designation. Based on available information combined with utility markings and above ground evidence, an effort will be made to show, describe and label above ground and underground utilities.

The following is the required survey requirements in the RFP as provided by Airport Design Consultants, Inc.

## SCOPE OF WORK

### Item 1 – Design Survey

1. All topographical information including ground spot elevations, shall be provided to the limits shown on Exhibit “EX-1”.
2. Drainage structure (information and description) within the marked survey area shall be given with top elevations, inverts (in and out for all connections) inside pipe diameters, pipe and manhole construction materials, etc. Drainage outfall lines existing within the project limits shall be traced to the next junction point outside the project limits.
3. Pavement joints in areas between visibly differing pavement sections shall be surveyed. In the areas of asphalt overlay on concrete pavement, the visible reflective cracking of the asphalt over the previously concrete pavement shall be surveyed to establish concrete joint pattern.
4. Locations of all utilities within the marked survey area (underground and above) shall be marked and identified, including, but not limited to sanitary sewer, water, gas, and electrical using ground penetrating radar, electromagnetic, and/or sonde locating equipment. Utility structures shall be given with top elevations and size/type of cover. Storm, sanitary and waterlines shall be traced to the next junction or appurtenance upstream and downstream outside the project limits. Triad will perform a design one-call with the Miss Utility System to have each utility company field locate and mark their service lines prior to survey, as required.
5. Proposed Boring Locations will be surveyed and marked in the field with the Boring Location Number. The surveyed locations and elevations shall be provided to ADCI for use by the Geotechnical Consultant.

### Item 2 – Additional On-Call Design Survey

6. The cost for one (1) additional day of on-call design survey to be used upon ADCI’s request shall be included separately. This shall include both field and office time. These services will be required on short notice to verify critical locations and/or elevations.

## FORMAT

7. Horizontal and vertical control for this project shall be obtained using the Primary Airport Control Station (PACS) established at the Airport. The PACS designation is HGR AP STA B and the Point ID is JV7053. Horizontal control shall be referenced to the state plane coordinate system North American Datum (NAD) 83, latest

adjustment at time of survey; as provided on the NGS Data Sheet. Vertical control shall be referenced to the North American Vertical Datum (NAVD) 88 datum. Reference all Ellipsoidal Heights to NAD83 (GRS 80) realization. The most recent National Geodetic Survey (NGS) GEOID model, shall be used. Spot elevations shall be given to V0.01 feet for paved sections and V0.1 feet for turfed sections. Locations of permanent items within the project limits shall be shown relative to "Baseline R" (horizontal control V0.05Y).

8. It is requested that three (3) files (AutoCAD Civil3D 2018 or later) containing the following information be submitted for our use:

**File 1 – plan.dwg** - Planimetric file. (All objects in this file shall have zero elevation.)

**File 2 – cont.dwg** - Contours file. This file should include contours, contour labels, spot information, breaklines and the Surface Triangulated Irregular Network (TIN) used to generate the contours.

- + The drawing world shall be oriented with the State Plane Coordinate System NAD 83.
  - + The grid pattern on the drawings shall be based on the State Plane Grid Coordinate System.
  - + No elevations shall be assigned to any lines or objects in the planimetrics file. Only contours, breaklines and spot elevations shall have elevations assigned to them.
  - + Provide contour mapping with a contour interval of 0.5 foot.
  - + All spots shall be on the appropriate layer and contain an attribute for elevation and point description.
  - + All contours shall be continuous polylines with intermediate and index layers. (Break contours for annotation only.)
  - + All text in the drawing file shall be standard (Arial font), sized to match "Leroy" standard templates (80, 100, 120, etc.) scaled for a 1"= 30' plot scale.
  - + Drawing entities shall have color and linetype set "BYLAYER".
  - + If any non-standard symbols are used in the drawing, provide a copy of the necessary code required to load and edit the drawing as submitted.
  - + No linework shall be broken in order to add specific "patterns" to create the look of a custom linetype. (An example of this would be breaking a line at specific intervals to add an "X" text object to distinguish a fenceline.) As stated, a copy of ADCI's standard linetype definition file is included. If the surveyor is unable to use this linetype definition file, the "continuous" linetype should be used in place of ADCI's custom linytypes. No additional text items or symbols should be placed along the line to "approximate" a custom linetype.
9. It is also requested that a ASCII text point file be included for both the Planimetrics and Contours files and both should be in the format: point number, northing, easting, elevation, description (P,N,E,Z,D)

File 3: SPC.asc      All points given in the State Plane Grid Coordinate System.

10. It is requested that a photographic record be kept of all monuments used and proposed monuments set as part of the performance of these services. Copies of these photographs shall be provided electronically in JPEG format.
11. All computer files (drawing files, ASCII points file, photographs, etc.) shall be submitted electronically.

### **FEES**

The fees for our services have been based on the site-specific characteristics and the anticipated quantities of work.

#### **Terminal Building East, approximately 1.5 acres**

Design Ground Survey.....	\$ 7,700
Additional On-Call Design Survey (One Additional Day).....	\$ 2,000

#### **The following services are excluded.**

1. FEMA Hydrology and Hydraulic studies or permitting.
2. National Environmental Policy Act (NEPA) Compliance.
3. Historical and Archaeological Studies.
4. Studies for Rare, Threatened, or Endangered Species.
5. Obtaining an approved jurisdictional determination from the USACE/MDE.
6. Consultation, Permitting, compensatory mitigation design, and/or mitigation monitoring for impacts to jurisdictional waters of the United States and/or waters of the State, including wetlands.
7. Attendance at monthly progress meetings.
8. Attendance at public meetings or hearings.
9. Applying for permits.
10. Boundary Surveys.
11. ALTA/NSPS Land Title Surveys.
12. Easement Description or Plat Preparation.
13. Title Search and Report.
14. Zoning Variances or Traffic Studies.

### **SCHEDULE**

Triad will endeavor to complete the assigned tasks as efficiently as possible and provide all related deliverables to ADCI within four to six (4 - 6) weeks of written notice to proceed. Circumstances may arise beyond our control that could result in delays.

### **AUTHORIZATION**

This proposal represents the entire understanding between Triad and the client in regard to the referenced project. If our scope of services and related fees are acceptable, please complete, sign, and return the attached Professional Services Agreement. Our receipt of the signed Professional Services Agreement will constitute formal notice to proceed.



This proposal shall remain open for acceptance for a period of 60 days from this date. Triad Engineering appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

**TRIAD ENGINEERING, INC.**

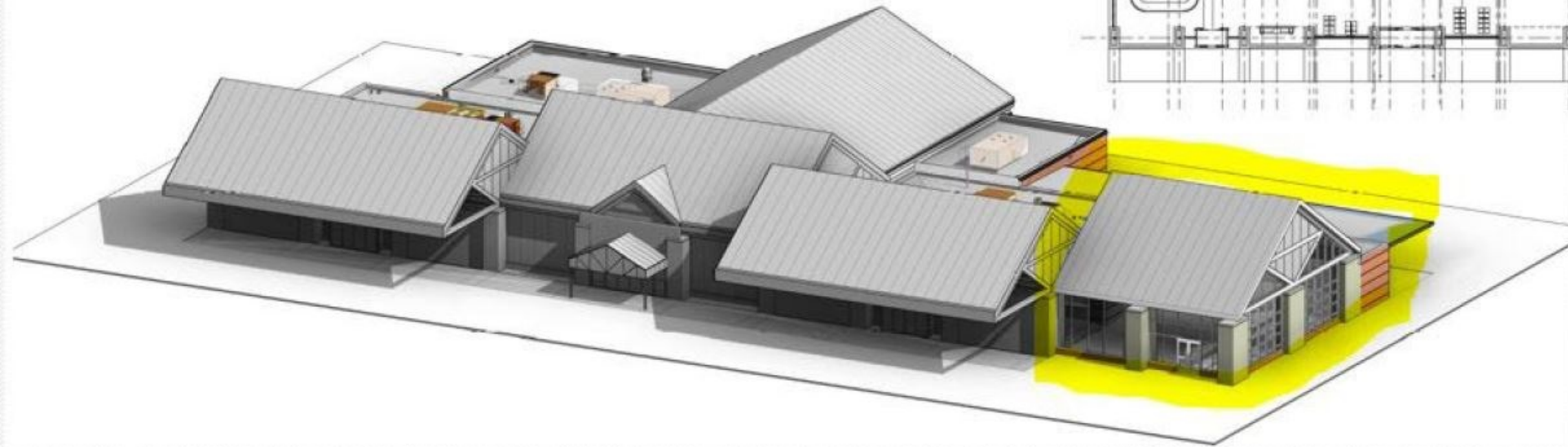
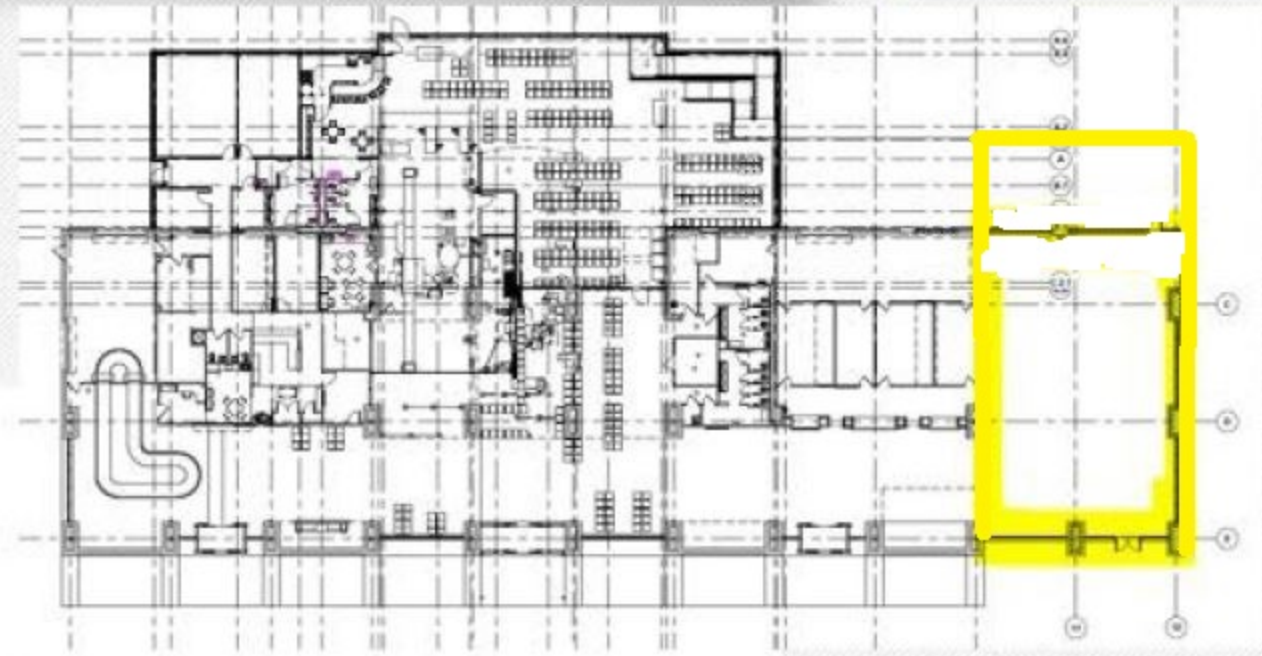


Ronald D. Bidle, Jr., Prof. LS  
Survey Practice Leader

Attachments: Exhibit "EX-1"  
Professional Services Agreement

## Land-side East Terminal Improvements

4,800 additional square feet for passenger queuing, ticket counters, airline offices, baggage processing, ground support equipment, vehicle storage and related needs. Hope to include modernized landside signage, finishes.





## Agenda Report Form

### Open Session Item

**SUBJECT:** Maryland Agricultural Land Preservation Program (MALPP) 60/40 Match for FY 2026

**PRESENTATION DATE:** 12/10/2024

**PRESENTATION BY:** Chris Boggs, Rural Preservation Administrator, Planning and Zoning

**RECOMMENDED MOTION:** Move to approve a \$1,300,000.00 commitment from the County Real Estate Transfer Tax Reserve to the 60/40 match component of the MALPP easement program for FY 2024 Cycle.

**REPORT-IN-BRIEF:** Each year the Maryland Agricultural Land Preservation Foundation (MALPF) asks counties if they want to obligate funds to the 60/40 match portion of the Land Preservation Easement Program. Land Preservation staff is recommending that Washington County designate \$1,300,000.00 as its 40% local match in order to receive the full 60% State match of \$2,000,000.00.

The commitment requested today will result in total funding of about \$5,000,000 for easement purchases in FY 26 (including approximately \$1,500,000 of general allotment funds that all counties receive). These Transfer Taxes collected each year are restricted for use in preservation programs and are not General Fund dollars.

**DISCUSSION:** For clarity's sake, State funding contributions to the Ag Preservation Program result from the following distributions. The entire MALPP fund is divided in half. One half is divided equally among all Maryland counties which will result in an FY 2026 "General Allotment" of approximately \$1,500,000 for each County. The remaining half is divided among only those Counties that make local commitments to the 60/40 matching program and is used for the State's 60% contribution.

**FISCAL IMPACT:** This 60/40 match commitment and General Allotment money results in funds for land preservation easement purchases on approximately five (5) farms. There are no General Funds involved. The full \$1,300,000.00 comes from the Real Estate Transfer Tax Reserve.

**CONCURRENCES:** The Agricultural Land Preservation Advisory Board has endorsed the use of the above funding source for the 60/40 match; Kelcee Mace, CFO

**ALTERNATIVES:** Commit funding from a different County account; commit different amount of funding; commit no funding

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A



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Open Session Item

**SUBJECT:** Establishment of Adna Fulton Forest Mitigation Bank

**PRESENTATION DATE:** December 10, 2024

**PRESENTATION BY:** Travis Allen, Senior Planner, Department of Planning and Zoning

**RECOMMENDED MOTION:** Move to approve Adna Fulton forest mitigation bank and recordation of the Deed of Conservation Easement.

**REPORT-IN-BRIEF:** Application has been made to establish a new forest mitigation bank on Alt-40 near Roxbury Rd. Forest mitigation banks are established to provide off-site mitigation for development projects that must offset regulated forest clearing under the County's Forest Conservation Ordinance (FCO). The site would retain a significant block of existing forest alongside Antietam Creek. A Forest Mitigation Bank Easement, an access easement and a Declaration of Maintenance and Inspection Covenants will be recorded.

**DISCUSSION:** Forest mitigation banks may be established on either newly planted forest or on existing forest. The applicant proposes to establish the latter type at the site, totaling 65.47 acres of existing forest across three properties owned by the applicant. To utilize acreage contained within the forest bank, a prospective future development project must first demonstrate that they cannot reasonably accomplish other, more preferred techniques listed in Article 10 of the FCO such as onsite planting or forest retention. If demonstrated, credits can then be purchased from the owner of the forest bank to meet forest mitigation requirements for the proposed project. The purchase of mitigation credits is a private transaction between the developer and the forest bank owner.

This item was presented to the Washington County Planning Commission at their regular meeting on November 4, 2024. The members unanimously recommended for the bank's approval at the meeting.

**FISCAL IMPACT:** none

**CONCURRENCES:** Washington County Planning Commission

**ALTERNATIVES:** none

**ATTACHMENTS:** Forest Mitigation Bank Easement Plat and Application

**AUDIO/VISUAL NEEDS:** none



WASHINGTON COUNTY DEPARTMENT OF PLANNING & ZONING

FOREST BANK APPLICATION

Forest Bank #: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Forest Bank Name: \_\_\_\_\_ Date approved to begin debiting: \_\_\_\_\_

PROPERTY OWNER INFORMATION

Property Owner(s): **ADNA B. FULTON**

CONTACT PERSON / AGENT

Contact Person Name: **Bradley A. Fulton, President**  
**AC&T Co. Inc.**  
**11535 Hopewell Road, P.O. Box 4217**  
**Hagerstown, MD 21741**  
**(301) 582-2700 / [bfulton@acandt.com](mailto:bfulton@acandt.com)**

FOREST BANK INFORMATION

Property #1: (36.47 ac.)	Tax Map: <b>63</b> Grid: <b>8</b> Property ID Number: <b>004385</b>	Parcel: <b>193</b> Election District: <b>06</b> Liber: <b>589</b> Folio: <b>252</b>
Property #2: (125.17 ac.)	Tax Map: <b>63</b> Grid: <b>14</b> Property ID Number: <b>004377</b>	Parcel: <b>0003</b> Election District: <b>06</b> Liber: <b>1375</b> Folio: <b>392</b>
Property #3: (164.86 ac.)	Tax Map: <b>63</b> Grid: <b>14</b> Property ID Number: <b>004601</b>	Parcel: <b>0004</b> Election District: <b>06</b> Liber: <b>732</b> Folio: <b>253</b>

Property #1:

Total Acres Committed: **+/- 8.30 ac.**

Total Acres Retained Forest: **+/- 8.30 ac.**

Afforested: **N/A**

Sub Watershed: **Antietam Creek (02140502)**

Physical Characteristics:	X	Stream Buffer
	X	Steep Slopes
	X	Other: 100 yr. floodplain / Specimen Trees

Property #2 & #3:

Total Acres Committed: +/- 57.17 ac.

Total Acres Retained Forest: +/- 57.17 ac.

Afforested: N/A

Sub Watershed: Antietam Creek (02140502)

Physical Characteristics:       X       Stream Buffer  
  X       Steep Slopes  
  X       Other: 100 yr. floodplain / Specimen Trees

**FOREST BANK INSPECTION INFORMATION**

Date Application Submitted: \_\_\_\_\_ Site Inspection Date: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_  
Date Establishment Plan Submitted: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_  
Date of Bond Certification: \_\_\_\_\_ FB- \_\_\_\_\_ Carrier: \_\_\_\_\_  
Site Inspection Dates – Initial \_\_\_\_\_ 12 Month \_\_\_\_\_ 24 Months \_\_\_\_\_

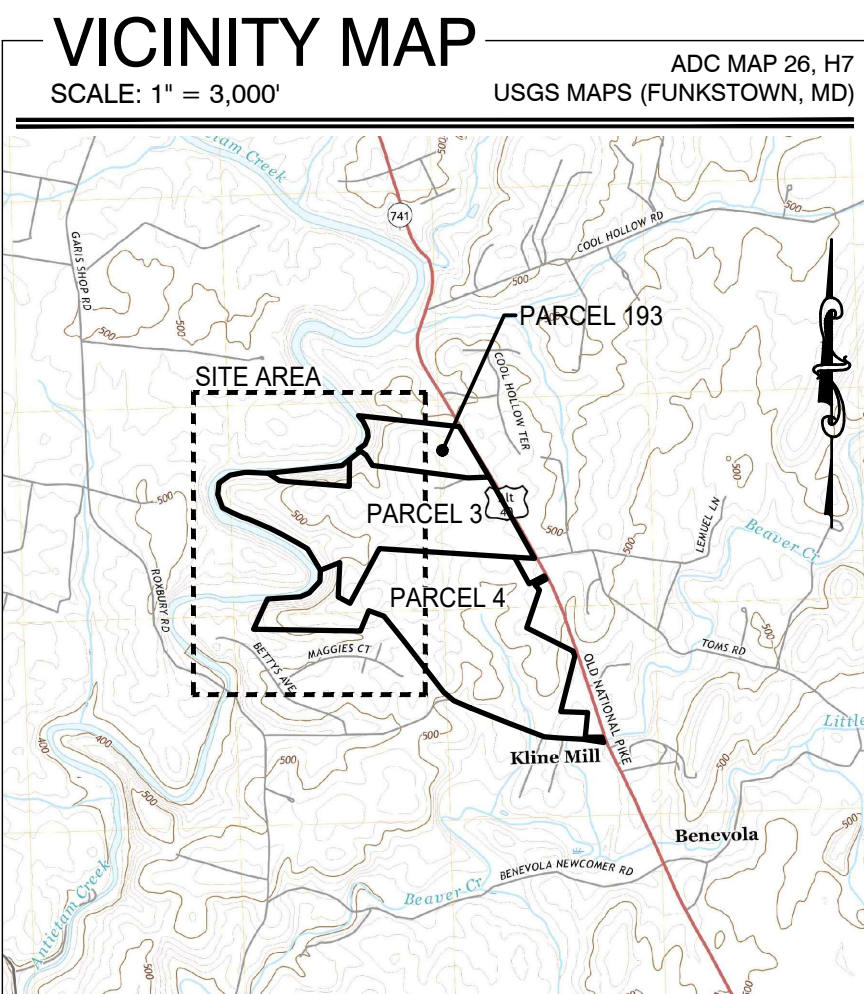
Certification: By signing below, I agree, under penalties of perjury that all parties with ownership interests in the subject property have been notified of and agreed to the assignment of this easement for the reasons stated in the Forest Bank / Off-Site Reserve Agreement.

  
\_\_\_\_\_  
Property Owner's Signature  
Adam B. Fulton

8/29/2024  
\_\_\_\_\_  
Date

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
FL1	N 89°04'00" W	885.36'	FL36	S 88°39'32" E	79.88'
FL2	N 24°51'45" E	521.29'	FL37	S 79°15'16" E	196.25'
FL3	N 86°03'45" E	516.50'	FL38	N 82°41'17" E	112.11'
FL4	N 74°12'47" E	146.24'	FL39	S 57°33'20" E	193.98'
FL5	N 41°13'48" E	257.74'	FL40	S 83°33'20" E	144.38'
FL6	N 19°40'01" E	101.94'	FL41	S 85°33'20" E	931.68'
FL7	N 11°56'13" W	93.38'	FL42	S 21°23'34" W	258.05'
FL8	N 68°13'45" E	309.42'	FL43	S 33°27'21" W	491.74'
FL9	S 02°34'45" W	539.57'	FL44	S 16°37'32" E	96.99'
FL10	S 62°00'15" E	15.53'	FL45	S 77°14'47" E	156.13'
FL11	S 52°33'52" W	256.21'	FL46	S 02°44'20" W	40.57'
FL12	S 42°19'51" W	291.81'	FL47	N 81°19'16" W	219.64'
FL13	S 20°08'08" W	149.99'	FL48	S 54°32'10" W	96.45'
FL14	N 04°09'19" E	114.75'	FL49	S 17°53'38" W	57.60'
FL15	N 40°06'41" W	240.42'	FL50	N 82°29'23" E	456.37'
FL16	N 31°40'35" E	57.27'	FL51	N 89°21'51" E	483.72'
FL17	S 59°49'15" E	108.84'	FL52	N 78°04'34" E	178.12'
FL18	S 66°51'02" E	169.64'	FL53	N 57°18'24" E	175.10'
FL19	S 62°12'24" E	188.92'	FL54	S 00°41'32" W	334.08'
FL20	S 00°54'06" W	427.12'	FL55	N 47°23'39" E	235.87'
FL21	S 08°41'47" E	122.33'	FL56	N 66°55'55" W	92.61'
FL22	S 59°21'34" W	41.46'	FL57	S 46°43'16" W	199.26'
FL23	S 38°52'53" W	164.78'	FL58	S 37°48'05" W	215.90'
FL24	N 66°30'28" W	263.66'	FL59	N 82°32'54" W	288.57'
FL25	N 61°01'11" W	230.23'	FL60	N 31°59'54" W	187.76'
FL26	N 63°26'08" W	205.29'	FL61	N 53°20'54" W	106.53'
FL27	N 66°59'26" W	253.30'	FL62	N 55°18'50" E	115.64'
FL28	N 67°04'45" W	120.91'	FL63	N 27°04'17" E	101.86'
FL29	N 70°58'03" W	105.84'	FL64	N 04°58'46" E	130.30'
FL30	N 65°44'49" W	169.89'	FL65	N 16°40'01" W	136.06'
FL31	N 63°19'02" W	167.20'	FL66	N 31°09'41" W	151.65'
FL32	N 20°22'23" W	220.58'	FL67	S 83°45'54" E	1060.09'
FL33	N 06°50'24" E	180.28'	FL68	S 64°38'47" W	374.22'
FL34	N 54°35'35" E	212.01'	FL69	N 69°32'58" W	159.13'
FL35	N 78°59'24" E	228.74'	FL70	S 87°52'55" W	107.72'
			FL71	S 02°16'02" W	583.38'

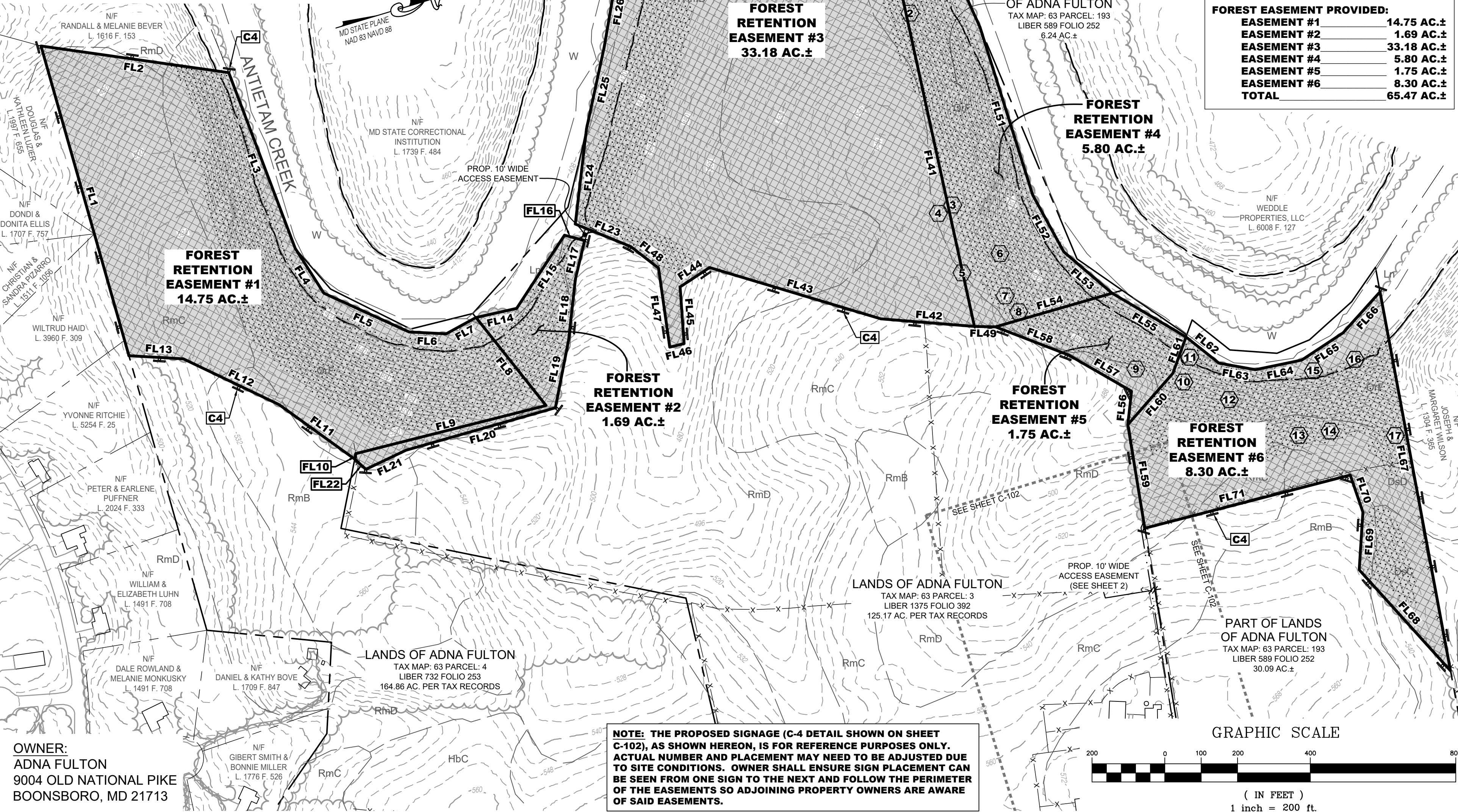
MISC PLAT NO \_\_\_\_\_  
DATE \_\_\_\_\_  
WASHINGTON COUNTY



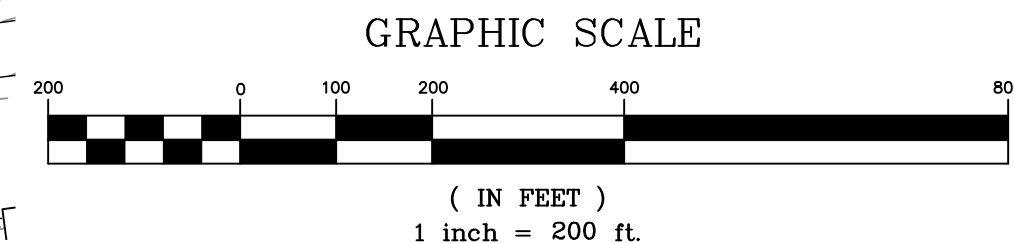
**FORESTATION TABLE**

**FOREST EASEMENT PROVIDED:**

EASEMENT #1	14.75 AC.±
EASEMENT #2	1.69 AC.±
EASEMENT #3	33.18 AC.±
EASEMENT #4	5.80 AC.±
EASEMENT #5	1.75 AC.±
EASEMENT #6	8.30 AC.±
<b>TOTAL</b>	<b>65.47 AC.±</b>



**NOTE: THE PROPOSED SIGNAGE (C-4 DETAIL SHOWN ON SHEET C-102), AS SHOWN HEREON, IS FOR REFERENCE PURPOSES ONLY. ACTUAL NUMBER AND PLACEMENT MAY NEED TO BE ADJUSTED DUE TO SITE CONDITIONS. OWNER SHALL ENSURE SIGN PLACEMENT CAN BE SEEN FROM ONE SIGN TO THE NEXT AND FOLLOW THE PERIMETER OF THE EASEMENTS SO ADJOINING PROPERTY OWNERS ARE AWARE OF SAID EASEMENTS.**



**OWNER:**  
ADNA FULTON  
9004 OLD NATIONAL PIKE  
BOONSBORO, MD 21713

**FSA**  
FREDERICK, SEIBERT & ASSOCIATES, INC.  
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

15 EAST MAIN STREET  
NEW BELLEVILLE, PA 17068  
717.275.0531

305 SOUTH HANOVER STREET  
COLUMBIA, PA 17225  
717.670.6111

20 WEST BALMORE STREET  
GREENSBORO, PA 17225  
717.587.1807

126 SOUTH POTOMAC STREET  
HAGERSTOWN, PA 17320  
301.791.8800

**FOREST BANKING - ADNA FULTON**

SITUATE ALONG THE WESTERN SIDE OF OLD NATIONAL PIKE, US ALT. RTE 40  
NORTH OF ROXBERRY ROAD, SOUTH OF COOL HOLLOW ROAD  
AND EAST OF ANTIETAM CREEK

WASHINGTON COUNTY, MARYLAND

CLIENT: BRAD FULTON  
PO BOX 4217 HAGERSTOWN, MD 21741  
(301)-582-5922

PROJECT NO. 7572

DWN BY: DWH DATE: 10-07-2024

PROJECT MANAGER: Fred Frederick  
EMAIL: ffrederick@fesa-inc.com

TAX MAP: GRID-PARCEL  
063-014-004/003 & 063-008-193

SCALE: 1" = 200'

SHEET TITLE

PRE/FINAL FOREST  
EASEMENT PLAT

**C-101**  
SHEET 01 OF 02

**GENERAL NOTES**

- The Forest Stand Delineation for the properties shown hereon was approved by the Washington County on July 10, 2019 (extended on January 27, 2022), FS-19-016 and January 1, 2022, FS-22-002.
- The purpose of this Preliminary/Final Forest Easement Plat is to provide a bank of forest easement to have available for future use.
- The bearings and distances are based on Maryland Grid NAD83.

**CERTIFICATE OF APPROVAL**

**FINAL APPROVAL GRANTED**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 WASHINGTON COUNTY PLANNING COMMISSION  
 FINAL APPROVAL GOOD FOR ONE HUNDRED  
 EIGHTY (180) DAYS FROM ABOVE DATE

**QUALIFIED PROFESSIONAL**

I certify that I am a qualified professional per requirements of COMAR 08.19.06.01 for qualified professional status and, therefore, am qualified to prepare the attached Preliminary/Final Forest Easement Plat. I further certify that this plan was prepared by me or under my supervision using the methods provided by the Washington County Forest Conservation Ordinance and Forest Conservation Manual. I certify that this Forest Easement Plat is accurate and complete.

*Shannon Stotler* 10-8-24  
 Shannon Stotler Date

**SURVEYOR'S CERTIFICATE**

I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. LS-10731, Expiration Date 1/15/2026.

*Professional Land Surveyor* Oct. 9 2024  
 Professional Land Surveyor Date



MISC PLAT NO \_\_\_\_\_  
 DATE \_\_\_\_\_  
 WASHINGTON COUNTY

**NOTE: THE PROPOSED 10' WIDE ACCESS EASEMENTS, AS SHOWN HEREON AND ON SHEET 1, SHALL BE GRANTED TO WASHINGTON COUNTY AND IS FOR THE PURPOSE OF INGRESS/EGRESS ACCESS TO AND FROM OLD NATIONAL PIKE AND TO & FROM ALL 6 FOREST RETENTION EASEMENTS.**

**SOILS KEY**

SOILS	NAME	K-FACTOR
Cp	Combs silt loam	0.43
DeB	Duffield silt loam, 3 to 8 percent slopes	0.37
DeC	Duffield silt loam, 8 to 15 percent slopes	0.37
DeD	Duffield silt loam, 15 to 25 percent slopes	0.37
Ft	Funkstown silt loam	0.37
HbC	Hagerstown silty clay loam, 8 to 15 percent slopes, very rocky	0.32
HbD	Hagerstown silty clay loam, 15 to 25 percent slopes, very rocky	0.32
Ln	Lindside silt loam	0.37
OrF	Opequon-Rock outcrop complex, 25 to 65 percent slopes	0.28
RmB	Ryder-Duffield channery silt loams, 3 to 8 percent slopes	0.24
RmC	Ryder-Duffield channery silt loams, 8 to 15 percent slopes	0.24
RmD	Ryder-Duffield channery silt loams, 15 to 25 percent slopes	0.24
SsA	Swanpond-Funkstown silt loams, 0 to 3 percent slopes	0.43
W	Water	

**HATCH LEGEND**

- Existing tree line.
- Areas that do not qualify as forest.
- Areas that do qualify as forest.
- 100 Year Flood Plain
- Steep Slopes

**FORESTATION NOTES**

- Forest areas shown hereon have been reviewed and approved by the Washington County Planning Commission and are in compliance with the requirements of the Washington County Forest Conservation Ordinance. Clearing of forested areas have not been approved. Those areas noted as "Forest Retention Areas" are not to be disturbed by a regulated activity as defined in the Forest Conservation Ordinance until that regulated activity and its associated forest disturbance is reviewed and approved by the Washington County Planning Commission according to the requirements and standards of the Forest Conservation Ordinance in effect at the time.
- Property owners are advised that there are penalties and fines associated with violation of these restrictions. Activities of a recreational or passive nature, as long as there is no forest disturbance, removal of the existing forest, or inhibition of its natural growth processes are permitted in these forest areas.
- This note or reference to its existence on this plat shall be included in each and every deed of conveyance for any lot shown on this plat.
- The Retention Area shown on this plat is to be retained by the respective property owners in a natural forested condition, pursuant to the Washington County Forest Conservation Ordinance of 1993. Furthermore, the use of the Retention and Planting Area shall be limited to forest conservation practices activities which are consistent with the preservation of the Retention Area as natural forest land, as stipulated by the same Ordinance.

**PROTECTION MEASURES FOR AQUATIC HABITS SUPPORTING RARE, THREATENED & ENDANGERED SPECIES**

- Purpose environmentally sensitive design to address stormwater runoff by promoting the use of nonstructural best management practices to the maximum extent. The goal is to mimic natural infiltration patterns across the site in order to maintain natural hydrology.
  - Methods to pursue include the use of sheet flow to buffers, vegetated channels to convey road runoff (i.e. roadside swales), disconnection of roof and non-roof runoff, methods of bioretention such as rain gardens.
  - Reduce impervious cover as outlined in the MDE stormwater management manual section 5.1.3.1, which is available online at their website: (<http://mde.maryland.gov/programs/water/StormwaterManagementProgram/Documents/www.mde.state.md.us/assets/document/Design%20Manual%20Chapter%205%2003%2024%202009.pdf>). In addition to these methods, options to pursue include the use of shared parking/driveways and pervious materials wherever possible.
  - Locate impervious surfaces as far as possible from permanent and intermittent streams and their floodplains.
- In order to minimize risk of sedimentation in the aquatic and wetland habitats and to minimize changes to the hydrology of these habitats:
  - Minimize clearing and retain forest - The limits of disturbance should be the minimum needed to build homes, allow access and provide fire protection. Conduct clearing and construction in phases in order to avoid having large areas cleared at one time. Pursue clustered development in order to allow retention of large blocks of contiguous upland forest along streams and wetlands.
  - Stabilize soil - Stabilization should occur immediately (within 24 hours). Special effort should be made to retain fine particle silt, sand and clay sediments including the incorporation of redundant/additional control measures in the sediment and erosion control plan to ensure maximum filtration of any sediment-laden runoff (e.g., accelerated stabilization, two rows of silt fencing, super silt fence instead of silt fence, etc.).
  - Inspect frequently - All measures should be inspected daily to ensure that they are functional from the very initial stages through final construction, and any problems should be corrected immediately.
  - Provide a minimum 100 ft undisturbed forested upland buffer to permanent and intermittent streams and nontidal wetlands.
  - Avoid disturbing steep slopes (15% slope or greater) and areas of highly erodible soils.
- Where instream work is unavoidable, provide adequate passage for fish, reptiles and amphibians. Further consultation with the Natural Heritage Program should be sought in order to minimize impacts from instream work in or upstream from rare species' aquatic and wetland habitats.

**Maryland State Endangered Species Notice**

Maryland Department of Natural Resources Natural Heritage Program indicates the potential for the existence of the habitat of a Maryland designated threatened or endangered species. Current and future owners are advised to contact the Natural Heritage Program for additional information on program guidelines or further determination of the existence of the habitat. No additional land use restrictions are imposed by Washington County.

**FOREST BANKING NOTES**

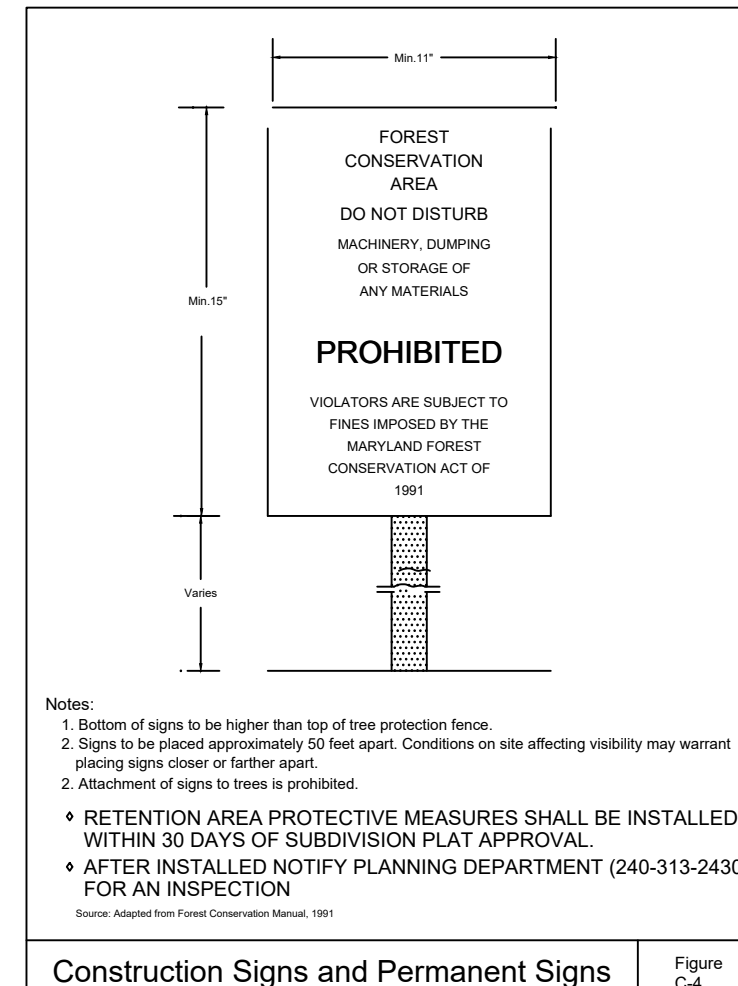
The forest easement areas shown hereon have been identified by a qualified forester (Washington County file FS-18-03) as meeting the definition of a forest as written in the forest conservation ordinance.

This submission is a part of an application to establish an approved forest mitigation bank with the Washington County Board of County Commissioners which, when approved, will allow credits for forest mitigation within the county for approved development as follows:

The forest bank owner of this easement shall comply with department procedures for:

- Forest Banking:** In accordance with regulations promulgated under the Maryland State Forest Conservation Act of 1991, and accordance with the Forest Conservation Ordinance of Washington County, the forest bank owner is hereby approved to participate in the forest banking program.
- Grant of Forest Conservation Easement:** The forest bank owner hereby agrees to subject a portion of the property described in Exhibit A totaling (65.47) acres, more or less (the "Easement Area"), to the terms and conditions of the Forest Conservation Easement ("The Easement"), executed and recorded in conjunction with this agreement in the land records of Washington County.
- Record Keeping:** Upon recordation of The Easement, the Department will establish a record to track the total acreage set aside pursuant to The Easement and each debit for forest conservation. The Forest Bank owner shall keep a record of each credit, contact information for the credit recipient and the available balance after each credit transaction.

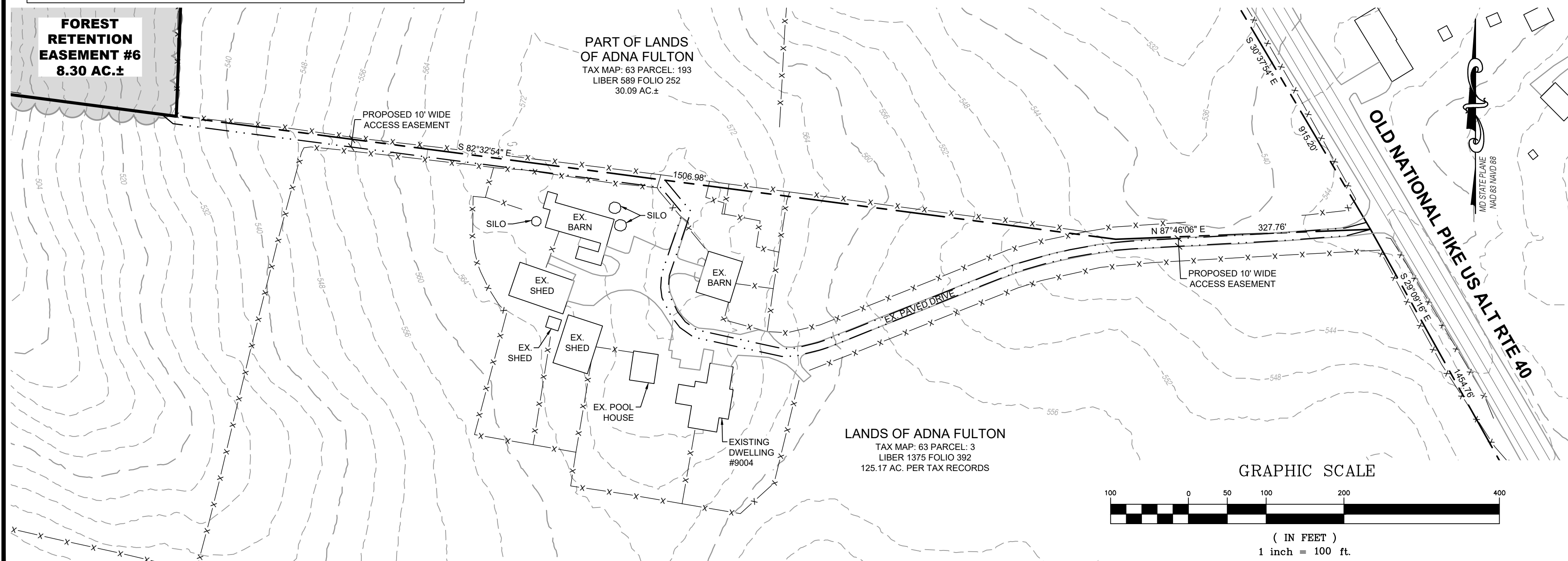
Procedure: Upon reaching an agreement with parties needing forest mitigation credits to utilize a portion of the Easement Area, the forest bank owner shall notify the Department by written instrument provided by the Department and known as a "Forest Bank Credit Transfer Record". The FCO banking transfer record shall be signed by the forest bank owner and the credit recipient, and shall specify the amount of the easement area allocated by owner to the other property owner. The FCO banking transfer form shall be used only for the purpose of mitigation, and shall not be used to transfer the forest banking rights in the easement to another owner.



Construction Signs and Permanent Signs Figure C-4

**SPECIMEN TREES**

- ① 36" RED OAK
- ② 36" SYCAMORE
- ③ 31" RED OAK
- ④ 34" HACKBERRY
- ⑤ 35" HACKBERRY
- ⑥ 40" SYCAMORE
- ⑦ 39" SYCAMORE
- ⑧ 40" RED OAK
- ⑨ 36" RED OAK
- ⑩ 36" SYCAMORE
- ⑪ 31" RED OAK
- ⑫ 34" HACKBERRY
- ⑬ 35" HACKBERRY
- ⑭ 40" SYCAMORE
- ⑮ 39" SYCAMORE
- ⑯ 40" RED OAK
- ⑰ 36" RED OAK



**FSA**  
 FREDERICK, SEIBERT & ASSOCIATES, INC.  
 CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
 16 EAST MAIN STREET  
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 717.275.5351  
 505 SOUTH HANOVER STREET  
 CAMDEN, NJ 08102  
 717.719.6111  
 20 WEST BALMORE STREET  
 GREENSBORO, NC 27225  
 717.597.1807  
 126 SOUTH POTOMAC STREET  
 FREDERICK, MD 21702  
 301.791.8800

**FOREST BANKING - ADNA FULTON**  
 SITUATE ALONG THE WESTERN SIDE OF OLD NATIONAL PIKE, US ALT. RTE 40  
 NORTH OF ROMBERY ROAD, SOUTH OF COOL HOLLOW ROAD  
 AND EAST OF ANTIETAM CREEK  
 WASHINGTON COUNTY, MARYLAND  
 CLIENT: BRAD FULTON  
 PO BOX 4217 HAGERSTOWN, MD 21741  
 (801)-582-5922

PROJECT NO.	7572
DWN BY	DWH
DATE	10-07-2024
PROJECT MANAGER:	Fred Frederick
EMAIL:	ffrederick@fesa-inc.com
TAX MAP-GRID-PARCEL	063-014-004/003 & 063-008-193
SCALE	1" = 100'
SHEET TITLE	

PRE/FINAL FOREST EASEMENT PLAT

**C-102**  
 SHEET 02 OF 02





Agenda Report Form

Open Session Item

**SUBJECT:** Bid Award (PUR-1715) – Cisco Meraki Hardware and Licensing

**PRESENTATION DATE:** December 10, 2024

**PRESENTATION BY:** Brandi Naugle, CPPO, Director of Purchasing Department, and Josh O’Neal, Chief Technical Officer, Information Technology

**RECOMMENDED MOTION:** Move to award the bid for Cisco Meraki Hardware and Licensing Resolution to the responsive, responsible bidder GHA Technologies Inc., of Scottsdale, AZ, with the lowest bid price of \$832,395.97.

**REPORT-IN-BRIEF:** The County accepted bids on November 20, 2024. The Invitation to Bid (ITB) was advertised on the State of Maryland’s (eMMA) “*eMaryland Marketplace Advantage*” website, on the County’s website, in the local newspaper, and on the County’s new online bidding site, Ionwave. Fifty-eight (58) persons/companies registered/downloaded the bid document online. One (1) bid were received.

This procurement is for network equipment and licensing to replace obsolete network infrastructure throughout the County and provide software licensing and support for the newly purchased equipment.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding in the amount of \$1,234,909.28 is available in the department’s Capital Improvement Plan 600600-30-11000-COM021 Information Systems Replacement Program for this procurement.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

**AUDIO/VISUAL NEEDS:** N/A

**PUR-1715**  
**Cisco Meraki Hardware & Licensing**

<b>9</b>	<b>MERAKI MG Essentials EA 3.0 LIC &amp; SUPPORT</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	70	EA	\$929.34	\$65,053.80	
	Scottsdale, AZ					
<b>10</b>	<b>MERAKI MS200 Medium Essentials EA 3.0 LIC &amp; SUPPORT</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	16	EA	\$586.95	\$9,391.20	
	Scottsdale, AZ					
<b>11</b>	<b>MERAKI MX Small Essentials EA 3.0 LIC &amp; SUPPORT</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	54	EA	\$978.26	\$52,826.04	
	Scottsdale, AZ					
<b>12</b>	<b>MERAKI MX Large Essentials EA 3.0 LIC &amp; SUPPORT</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	5	EA	\$7,459.23	\$37,296.15	
	Scottsdale, AZ					
<b>13</b>	<b>MERAKI MX X-Large Essentials EA 3.0 LIC &amp; SUPPORT</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	2	EA	\$15,896.73	\$31,793.46	
	Scottsdale, AZ					
<b>14</b>	<b>MERAKI C9300 24-PORT UPOE</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	14	EA	\$2,397.60	\$33,566.40	
	Scottsdale, AZ					
<b>15</b>	<b>MERAKI C9300 48-PORT UPOE</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	25	EA	\$4,183.47	\$104,586.75	
	Scottsdale, AZ					
<b>16</b>	<b>MERAKI C9300 24-PORT MGIG AND UPOE</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	17	EA	\$4,984.13	\$84,730.21	
	Scottsdale, AZ					

**PUR-1715**  
**Cisco Meraki Hardware & Licensing**

<b>17</b>	<b>MERAKI C9300 48-PORT (12 MGIG &amp; 36 2.5 GBPS)</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	21	EA	\$4,984.13	\$104,666.73	
	Scottsdale, AZ					
<b>18</b>	<b>MERAKI MS130-8P-I Cloud MGD 8GE 120W POE</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	17	EA	\$460.62	\$7,830.54	
	Scottsdale, AZ					
<b>19</b>	<b>MERAKI MS130R-8P Cloud MGD Ruggedized 8GE 240W POE Switch</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	6	EA	\$1,172.16	\$7,032.96	
	Scottsdale, AZ					
<b>20</b>	<b>MERAKI C9000 1100W AC PLATNUM Power Supply</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	22	EA	\$749.05	\$16,479.10	
	Scottsdale, AZ					
<b>21</b>	<b>MERAKI C9300 8 X 10GE Network Module</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	62	EA	\$1,005.33	\$62,330.46	
	Scottsdale, AZ					
<b>22</b>	<b>MERAKI C9000 1M Type 1 Stacking Cable</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	28	EA	\$77.38	\$2,166.64	
	Scottsdale, AZ					
<b>23</b>	<b>MERAKI C9000 3M Type 1 Stacking Cable</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	5	EA	\$136.67	\$683.35	
	Scottsdale, AZ					
<b>24</b>	<b>Cisco SFP+transceiver module – 10GbE – 10GBase-SR-LC/PC multi-mode-up to 1310 ft – 850 nm</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc	40	EA	\$267.85	\$10,714.00	
	Scottsdale, AZ					

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<b>25</b>	<b>Cisco SFP+transceiver module – 10GbE – 10GBase-LR-LC/PC single-mode-up to 6.2 miles – 1310 nm</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc Scottsdale, AZ	30	EA	\$764.85	\$22,945.50	
<b>26</b>	<b>Cisco Catalyst 9166I Wireless access point - 1GbE, 5GbE, 2.5 GbE – Wi-Fi 6E – Bluetooth – 2.4 GHz, 5 GHz, 6GHz – cloud-managed</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc Scottsdale, AZ	45	EA	\$835.82	\$37,611.90	
<b>27</b>	<b>Cisco Catalyst 9163E Wireless access point - 1GbE, 2.5GbE, - Bluetooth, Wi-Fi 6E – 2.4 GHz, 5 GHz, 6 GHz – cloud-managed</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc Scottsdale, AZ	5	EA	\$702.33	\$3,511.65	
<b>28</b>	<b>MERAKI MX68 RTR SEC APPL</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc Scottsdale, AZ	39	EA	\$392.32	\$15,300.48	
<b>29</b>	<b>MERAKI MX95 ROUTER SECURITY APPLIANCE</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	GHA Technologies Inc Scottsdale, AZ	1	EA	\$1,969.51	\$1,969.51	
<b>TOTAL LUMP SUM (Item No's. 1 throught 29 above)</b>						
GHA Technologies, Inc. Scottsdale, AZ					\$832,395.97	