



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

January 28, 2025

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *December 17, 2024*
December 23, 2024
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM STAFF COMMENTS
- 9:25 AM CITIZEN PARTICIPATION
- 9:35 AM 1. WASHINGTON COUNTY MUSEUM OF FINE ARTS – UPDATE AND FY26
SUPPORT REQUEST
Sara J. Hall, Director; Jim Holzapfel, President; Ted Reeder, Vice President; Justin Hartings, Treasurer, Washington County Museum of Fine Arts
- 9:50 AM 2. POLICE ACCOUNTABILITY BOARD ANNUAL REPORT
Steve McCarty, Chair, Police Accountability Board
- 10:00 AM 3. QUOTATION AWARD (Q-24-291) SPLUNK INFRASTRUCTURE
MONITORING
Brandi Kentner, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology
4. BID AWARD (PUR-1722) – VMWARE VSPHERE FOUNDATION 8
Brandi Kentner, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology
5. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INGT-25-0177) 2025
FORD F-350 EXTENDED CAB DRW 4X4 TRUCK
Brandi Kentner, Director, Purchasing; Mark Bradshaw, Director, Environmental Management
6. BID AWARD (PUR-1720) – FOUR (4) MEDICAL VENTILATORS FOR THE
DIVISION OF EMERGENCY SERVICES (DES)
Brandi Kentner, Director, Purchasing; Eric Jacobs, Operations Manager, Emergency Services

10:20 AM 7. WASHINGTON COUNTY TRANSIT – APPROVAL TO APPLY FEDERAL FUNDS

Shawn Harbaugh, Director, Transit; Andrew Eshelman, Director, Public Works; Carsten Ahrens, Senior Grant Manager, Grant Management

10:25 AM 8. PROPERTY ACQUISITION OF 540 AND 520 WESTERN MARYLAND PARKWAY

Todd Moser, Real Property Administrator, Engineering

10:30 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.*

- *Discussion of appointments to and other personnel matters of various County volunteer boards.*

To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State. Discussion of project in open session would discourage the business from locating in the County and potentially divulge confidential and/or proprietary information of the business.

To consult with counsel to obtain legal advice on a legal matter. Discussion in open session would violate attorney-client privilege and weaken County bargaining position as it relates to sale of property.

- *Update from County Attorney on effect of certain litigation.*
- *Discussion of negotiation of amendment to lease agreement.*
- *Discussion of negotiation of purchase and sale agreement.)*

11:45 AM RECONVENE IN OPEN SESSION

RECESS

EVENING MEETING AT MAUGANSVILLE RURITAN CLUB

**Location: 17008 Maugans Avenue
Maugansville, Maryland 21767**

6:00 PM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*

6:05 PM COMMISSIONERS' REPORTS AND COMMENTS

6:10 PM CITIZENS' PARTICIPATION

7:00 PM ADJOURNMENT

Open Session Item

SUBJECT: Washington County Museum of Fine Arts – Update and FY26 Support Request

PRESENTATION DATE: January 28, 2025

PRESENTATION BY:

- Sarah J. Hall, Director sjhall@wcmfa.org
- Jim Holzapfel, President gem42@hotmail.com
- Ted Reeder, Vice President tedr@tigerseyebenefits.com
- Justin Hartings, Treasurer jhartings@biaera.com

RECOMMENDED MOTION: For informational purposes.

REPORT-IN-BRIEF: The Museum of Fine Arts' budget request for FY26 is \$142,000, which represents a \$2,000 increase over FY24. Please note that the county funded \$140,000 in FY25.

DISCUSSION: We'll summarize the major accomplishments thus far in FY25, while looking ahead to major activities of FY26, and providing a financial snapshot of the close of FY24. Time will be spent reviewing the museum's financial health and an update on the progress of our expansion project. All of these museum activities are in support of our mission to provide a vibrant place for the presentation and exploration of art of lasting quality for the benefit of a diverse public.

Implemented through:

- Intentional art collecting
- Free admission to art collections of national importance
- Vigilant preservation and stewardship of art
- Appealing exhibitions and programs developed to encourage regional tourism and reach diverse audiences including aspiring and practicing artists; students, educators and scholars; art collectors and patrons; as well as non-artists and people with varied interests
- Lively and interactive interpretation of collections and exhibitions, including both on-site, off-site, and online public events, lectures, concerts, art instruction and other programs designed to connect people to art.
- Opportunities to participate in artistic interest groups through the museum
- Opportunities for individuals and groups with special needs to participate and enjoy the museum's resources

FISCAL IMPACT: \$142,000

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Museum of Fine Arts FY26 Operating Budget Request

AUDIO/VISUAL NEEDS: PowerPoint Presentation



Jim Holzapfel, President
Ted Reeder, Vice President
Justin Hartings, Treasurer
Sarah J Hall Executive Director

Ambitious Exhibition Projects

Designed to increase our regional impact and spur tourism



Art, Fashion, Symbol, Statement: Tattooing in America 1960s to Today

The opening of
Floating Beauty
Women in the Art of
Ukiyo-e



Exhibitions (opened in calendar year 2024)

L-R, top to bottom: *Washington County Public Schools Student Exhibition*, *Cumberland Valley Photographers*; *Art, Fashion, Symbol, Statement: Tattooing in America 1960s to Today*, *Cumberland Valley Artists*, *Floating Beauty: Women in the Art of Ukiyo-e*; *E. O. Hoppe: Women*



Beloved Traditions

The Saturday Morning Youth Program



Beloved Traditions

The Washington County Public Schools Art Exhibitions



Award-winning student artists (elementary, left and middle & high school right)





Beloved Traditions

School, Youth, and Adult Group Tours



Girl Scouts



Smithsburg Elementary



Harper's Ferry Job Corp.

Beloved Traditions

Fall Fest



Fish prints at Fall Fest!



The origami table



Enjoying Floating Beauty during Fall Fest

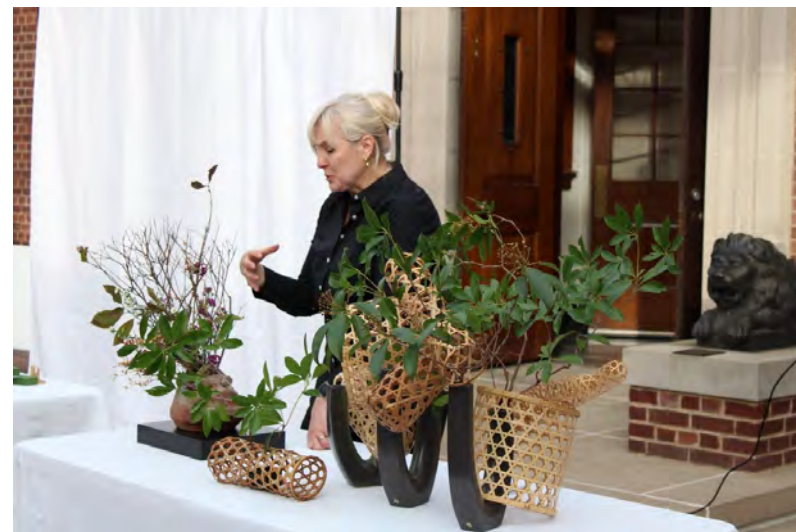


A Quiet Respite during Fall Fest

Beloved Traditions Adult Classes



Making gilded portraits



Bonsai & ikebana programs to complement Floating Beauty

Beloved Traditions Concerts



Thomas Pandolfi wows fans on an annual basis.

New Traditions

Garden Nights at the Museum Outdoor Concert Series with Evening Museum Hours



New Traditions

Community Days that activate outdoor spaces with music and activities that connect to our exhibitions

Nen Daiko, Taiko drumming group performs during *Floating Beauty after Dark* community event



Taking the action from the galleries all the way to the lake.



Director of Education Kellie Marz Melie gives lantern launch instructions at Floating Beauty after Dark



A magic moment



A different sort of community day...punk takeover and tattoo expo. 533 happy people, happy despite July humidity.



New Traditions

Holiday Nights at the Museum



New Traditions

Full-week Summer Camp



Palette Pioneers summer camp used artists in the Cumberland Valley exhibition as a resource for sharing their knowledge with campers.

Some New Focuses in FY25

Adaptive arts programs for children and adults





Blind Industries and Services of Maryland participate in a richly descriptive tour.

Collections Care

Reorganizing the Vault, with pictorial keys to painting storage



Highly Anticipated Fundraising Events



Art in Bloom 2024 in partnership with Town & Country Garden Clut

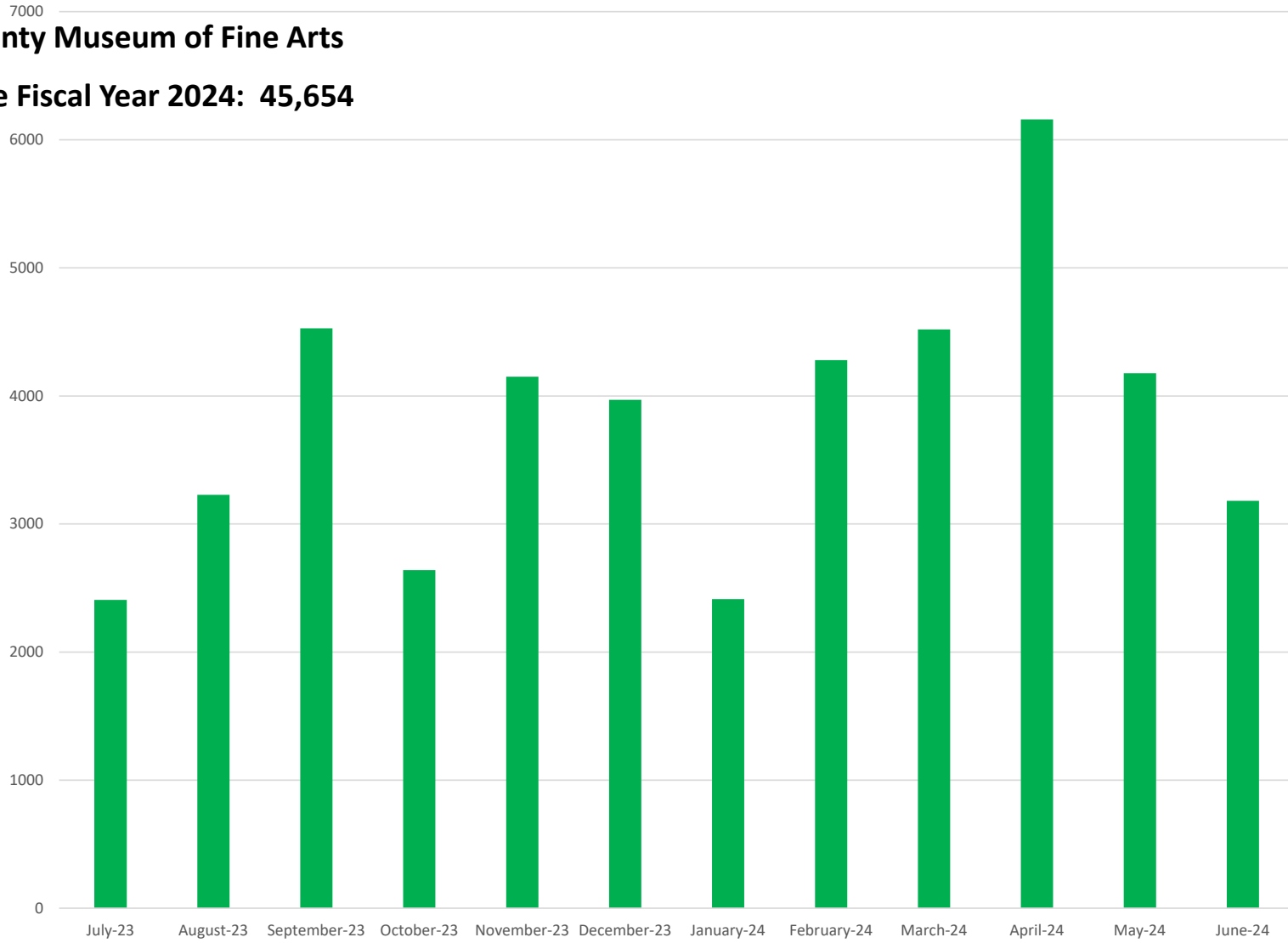


The Annual Treasure Sale Organized by the Singer Society

Attendance FY 2024

Washington County Museum of Fine Arts

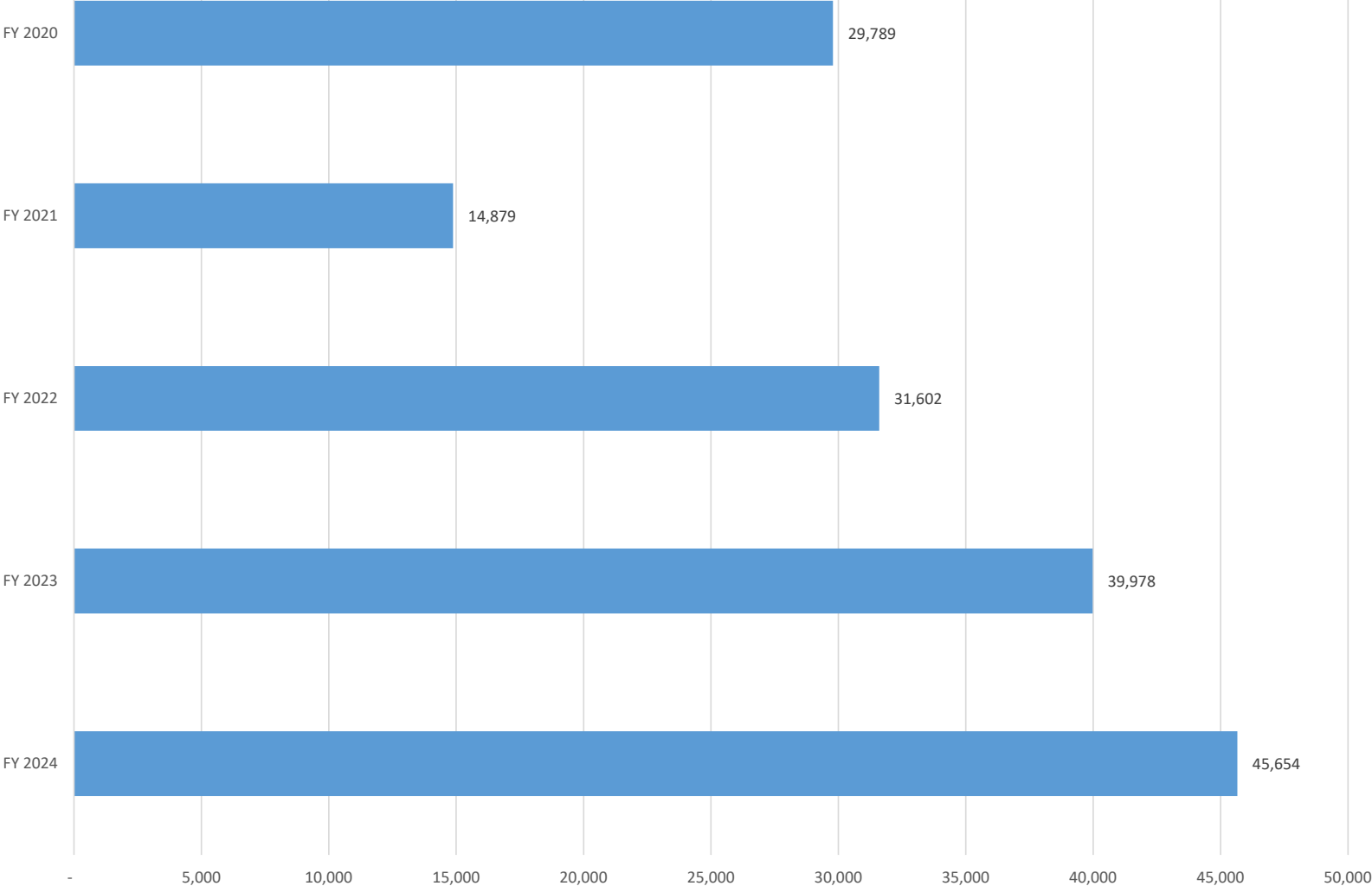
Total Attendance Fiscal Year 2024: 45,654



Washington County Museum of Fine Arts

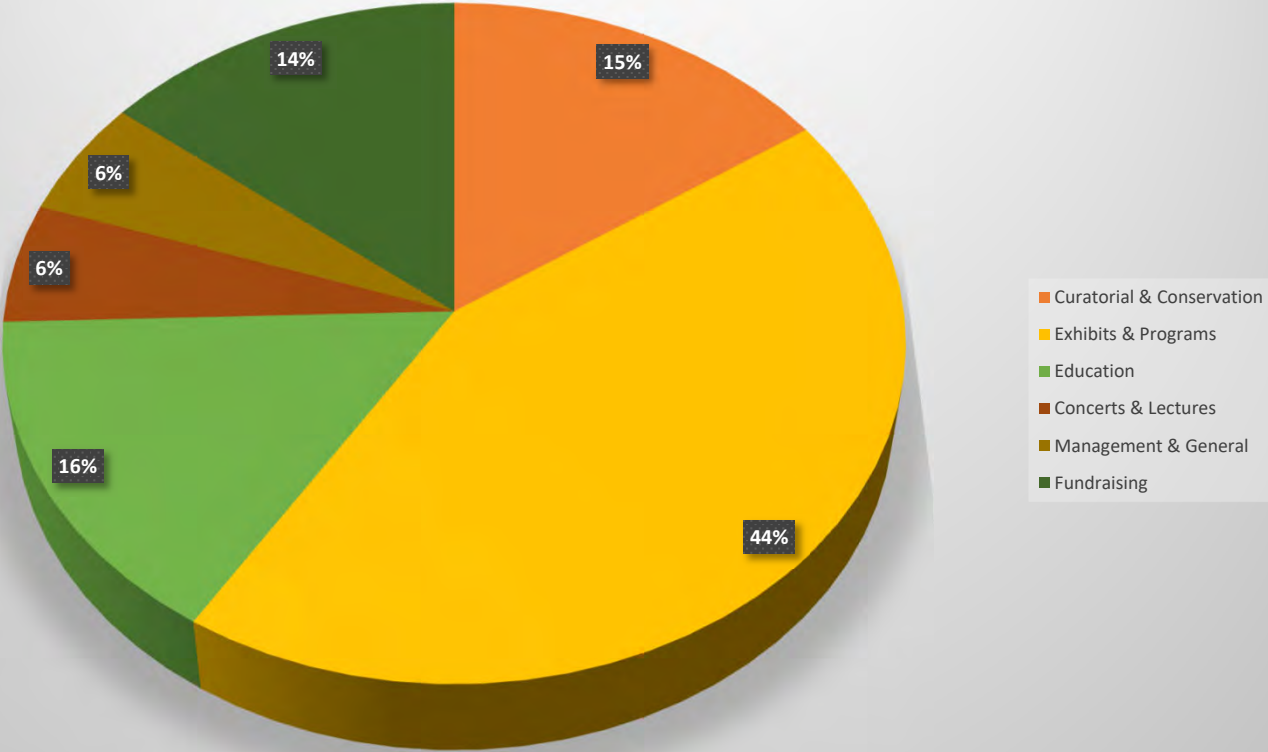
Attendance Trends

Attendance in FY 2024 is 14% higher than FY 2023.

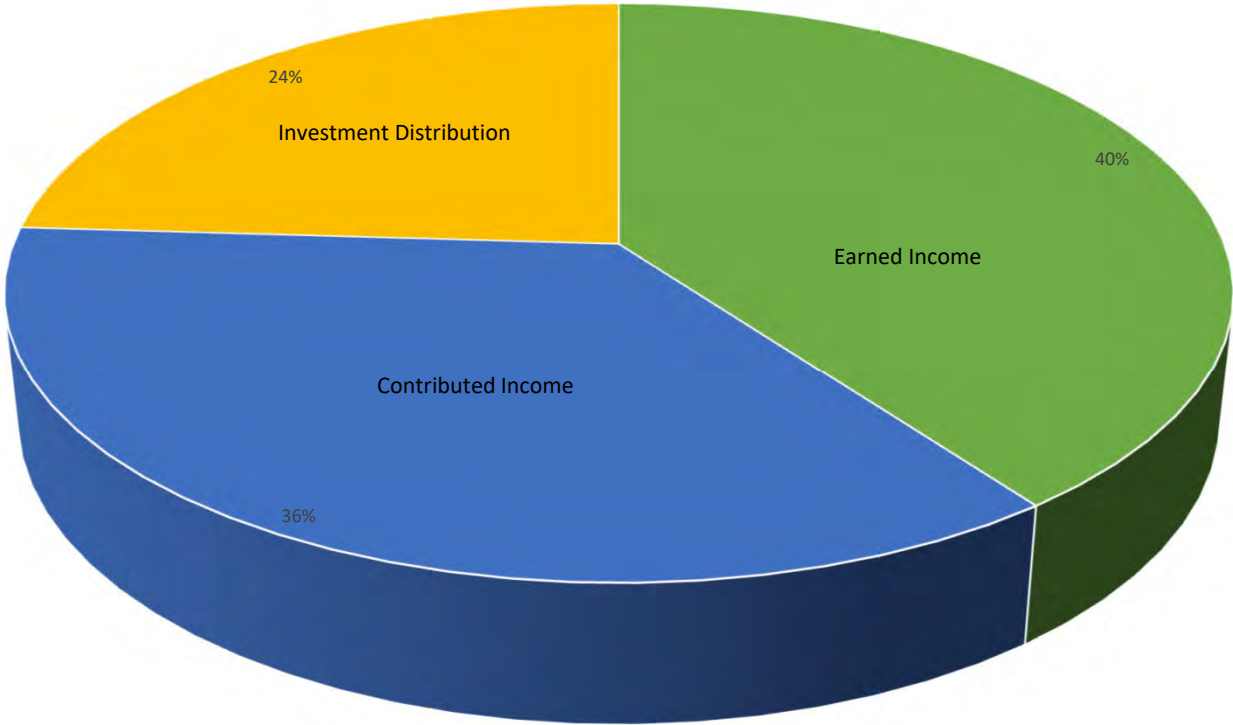


Washington County Museum of Fine Arts
FY 2024 Functional Expenses

Total expense FY24 \$1,961,186

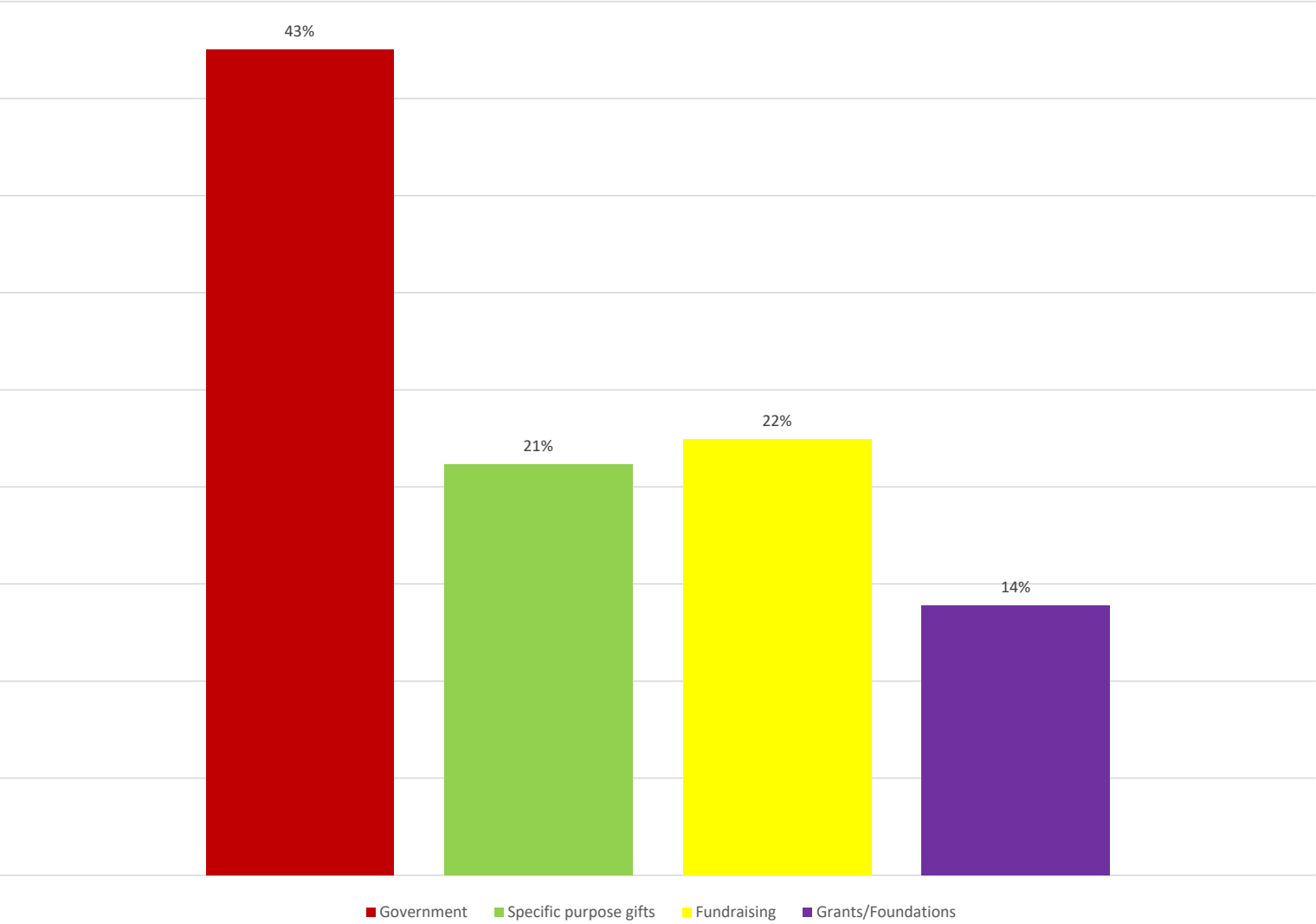


Washington County Museum of Fine Arts FY 2024 Income

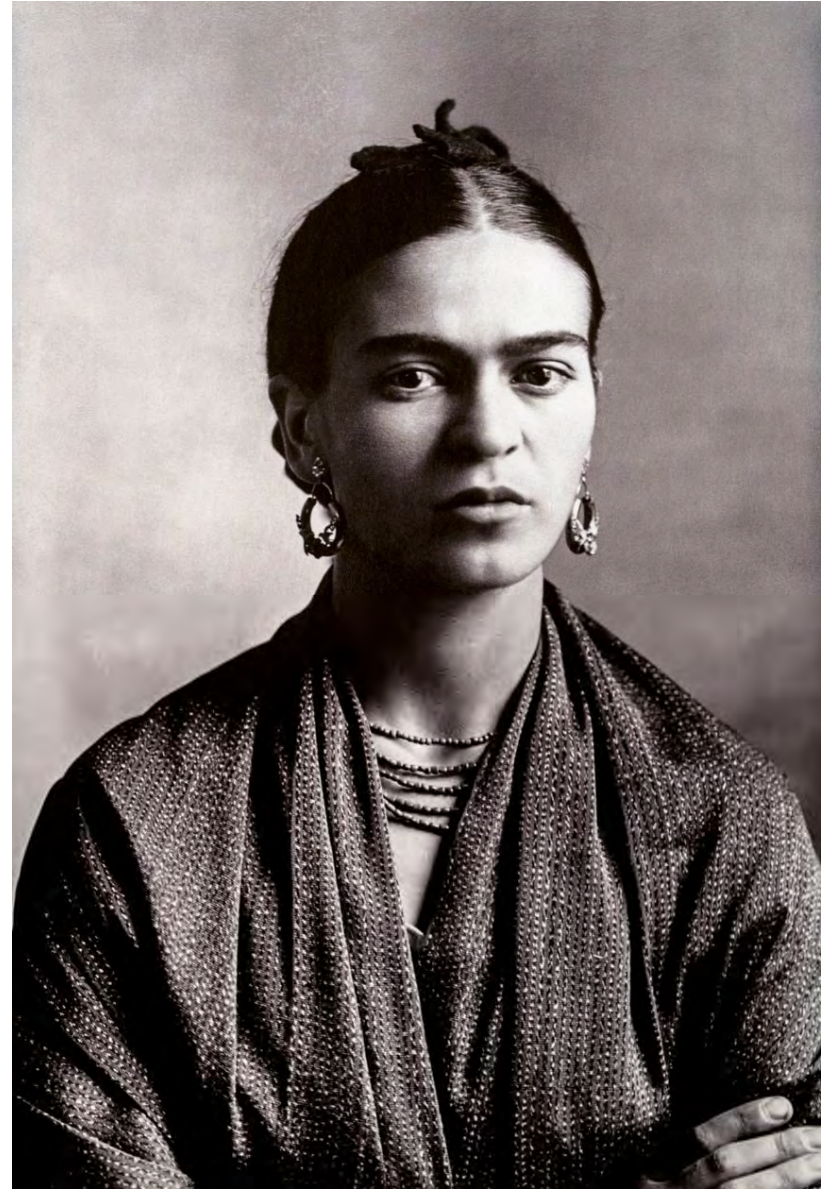


■ Earned ■ Contributed ■ Investment Distribution

Washington County Museum of Fine Arts Contributed Income FY 2024



OPENS JUNE 14



ON THE HORIZON



Washington County, Maryland
 General Fund
 Department 93300 - Museum of Fine Arts
 FY26 Expenses

	2026 Operating Budget Requested	Adjustment	2026 Operating Budget Requested	\$ Change	% Change	2025 Operating Budget Approved	2024 Actuals Final	2023 Actuals Final
502000 - Appropriations	142,000	0	142,000	2,000	1.43%	140,000	136,620	129,200
Operating Expenses	142,000	0	142,000	2,000	1.43%	140,000	136,620	129,200
Total	142,000	0	142,000	2,000	1.43%	140,000	136,620	129,200

Washington County, Maryland
General Fund
Department 93300 Fine Arts Museum
FY26 Expenses

	2026 Operating Budget Requested	2026 Variance Comments Requested
502000 - Appropriations	142,000	Slight increase to assist with increased maintenance and expanded programs in the museum.

Total	142,000	
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Washington County, Maryland
 Outside Agency Funding Request
 FY2026

The Office of Budget and Finance
 100 West Washington Street, Room 3100
 Hagerstown, Maryland 21740
 Phone: 240-313-2300
 Fax: 240-313-2301

General Information

Organization Washington County Museum of Fine Arts Contact Person: Sarah J. Hall
 Address: 401 Museum Drive Telephone: 301-739-5727
 City Hagerstown State MD Zip Code 21740
 E-mail: sihall@wcmfa.org Fax: 301-745-3741

Summary of Funding Request

Program Name	Total Budget					County Funding Request			
	Prior	Current	Proposed	%		Prior	Current	Proposed	%
FY26 Maintenance and Operational Su	\$ 1,925,709	\$ 1,649,114	\$ 1,745,320	5.8%	Form 2	\$ 136,620	\$ 140,000	\$ 142,000	1.4%
	\$ -	\$ -	\$ -	0%	Form 3	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 4	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 5	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 6	\$ -	\$ -	\$ -	0%
	\$ -	\$ -	\$ -	0%	Form 7	\$ -	\$ -	\$ -	0%
Total	\$ 1,925,709	\$ 1,649,114	\$ 1,745,320	5.8%		\$ 136,620	\$ 140,000	\$ 142,000	1.4%

Certification Statement and Other Documents

- Attach Year End Financial Statement (audited if available), if not already provided.
- Attach Form 990, the most recent year filed and completed, if applicable.

I certify that all information in this application as well as all supplied supporting data of this application are true and complete to the best of my knowledge and belief. I understand that material omission or false information contained in the application could constitute grounds for disqualification from funding. I further understand that by submitting an application, I am accepting the terms and conditions as approved by the County Commissioners of Washington County, MD for the programs specified. Expenditures are also subject to County audit.

I also represent and warrant that the organization does not discriminate on the basis of race, creed, sex, age, color, national origin, physical or mental disabilities for employment, or the achievement of the mission or goal of the organization.

I understand that any and all applications submitted may be considered public documents. As such, all applications may be viewable and obtained by the public under provisions of the Public Information Act, MD Code Ann., State Government Article 10-613.

Applicant's Signature Sarah J. Hall Date 12/13/2024

Washington County, Maryland
Outside Agency Funding Request

Program Budget

Organization Name: Washington County Museum of Fine Arts Funding Request: \$ 140,000

Program Name: FY26 Maintenance and Operational Support # Clients Served: FY24 - 45,654

Program Description:

Expenditures	Total Program Cost			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget (round nearest \$10)	
Personnel Costs:				
Wages	757,527	797,170	863,110	Increase to hire full-time head of security plus general cost of living. Additional increase due to the replacement of curator, facilities manager, and visitor/volunteer manager in FY25.
Fringe Benefits	152,917	200,764	208,000	Increased due to a new position and general cost of living increase.
Payroll Taxes	57,681	61,381	66,510	Increased due to a new position and general cost of living increase.
Total	\$ 968,125	\$ 1,059,315	\$ 1,137,620	
Operating Costs:				
Audit	14,945	15,925	14,000	Decreased due to actual contract with auditor .
Building Maintenance	63,861	61,200	65,000	Increased due to increased cost for labor & materials.
Consultants	161,739	-	-	
Equipment Maintenance	5,756	9,480	9,480	
Equipment/Lease	8,520	8,520	8,520	
Fuel/Oil				
Hardware/Software	6,665	-	-	
Insurance	27,536	39,600	39,600	
Office Supplies	8,897	7,400	9,000	Increased due to increase in the cost of supplies.
Phone	3,347	3,750	3,400	Decreased budget based on actual monthly invoices.
Utilities	31,459	34,200	34,200	
Vehicle Maintenance	2,074	4,000	3,000	Decreased due to newer van not needing as much maintenance.
Other (detail below):				
1. Program expenses	245,628	249,712	251,000	Increase due to new exhibitions and new programs.
2. Marketing & Development	67,922	41,424	68,000	Increased marketing for the new exhibitions and programs.
3. Fundraising expenses	41,909	39,800	42,500	Increase in expenses for fundraising programs.
4. Depreciation	209,375	-	-	
5. Miscellaneous	57,951	74,788	60,000	Decreased budget based on prior year actuals.
Total	\$ 957,584	\$ 589,799	\$ 607,700	
Capital				
Equipment Purchases				
Hardware Purchases				
Other Capital Purchases				
Total	\$ -	\$ -	\$ -	
Grand Total	\$ 1,925,709	\$ 1,649,114	\$ 1,745,320	

Washington County, Maryland
Outside Agency Funding Request

Program Revenue

Organization Name: Washington County Museum of Fine Arts Funding Request: \$ 142,000

Program Name: FY26 Maintenance and Operational Support # Clients Served: FY24 - 45,654

Program Description:

Program Revenue	Total Program Revenue			Budget Justification (Explain and justify each proposed budget line item for which an increase or decrease appears.)
	Prior Year Actual	Current Year Budget	Requested Year Budget (round nearest \$10)	
Grants:				
County - general operating	136,620	140,000	142,000	Increased budget support from county due to an increase in maintenance and operations of museum.
County - Gaming				
County - Community Funding				
County - other (list):				
1.				
2.				
3.				
Federal				
State	127,995	115,000	116,550	Increased budget to be more in line with the actual Maryland State Arts Council funding but still lower than priory year actuals.
Contributions and bequests	3,823,214	233,300	233,300	Remain the same as current year budget - not budgeting for capital campaign.
Municipal - other (detail):				
1. City of Hagerstown	40,500	40,500	40,500	
2.				
Total	\$ 4,128,329	\$ 528,800	\$ 532,350	
Operating Income:				
Fundraising	135,926	150,000	150,000	
Fees				
Art School	11,671	18,805	18,800	
Other:				
1. Gift Store	31,596	18,800	22,000	Increase due to anticipated increase in purchases at gift store.
2. Membership & Benefactors	123,960	137,350	137,350	
3. Other	89,043	61,080	61,080	
Total	\$ 392,196	\$ 386,035	\$ 389,230	
Other:				
Sale of Equipment				
Investment Income	2,374,932	741,039	823,740	Estimate a 4% to 5% draw on 12 trailing quarters.
Loan Proceeds				
Total	\$ 2,374,932	\$ 741,039	\$ 823,740	
Grand Total	\$ 6,895,457	\$ 1,655,874	\$ 1,745,320	



Agenda Report Form

Open Session Item

SUBJECT: Police Accountability Board Annual Report

PRESENTATION DATE: January 28, 2025

PRESENTATION BY: Steve McCarty, Chair of Police Accountability Board

RECOMMENDED MOTION: None: For informational purposes only.

REPORT-IN-BRIEF: Chairman McCarty to present the annual report of the Police Accountability Board to the Board of County Commissioners.

DISCUSSION: Public Safety Article of the Maryland Code Section 3-102, requires the Police Accountability Board (PAB) to submit a report to the Board of County Commissioners that 1) identifies any trends in the disciplinary process of police officers in the County, and 2) makes recommendations on changes to policy that would improve police accountability in the County. Data reflecting trends are outlined in the report. There have been no policy change recommendations but rather a recommendation for LEAs to provide reminders to officer of the LEA's respective "unbecoming conduct" policy.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: 2024 PAB Annual Report

AUDIO/VISUAL NEEDS: N/A



POLICE ACCOUNTABILITY BOARD

To: Board of Washington County Commissioners, Maryland.
Fr.: Steven McCarty, Chair Person, Washington County Police Accountability Board
Ref: 2024 Annual Report

Washington County Police Accountability Board (“WCPAB”) is adhering to mandates and regulations enacted by the Maryland Legislature, and the Washington County Police Accountability Ordinance. Part of the mandates for the WCPAB is to produce an annual report to the local government body, which this entails.

2024 PAB Activities

The WCPAB has been meeting on a regular, quarterly basis with the heads of the Washington County Law Enforcement Agencies (“LEAs”). At least one member of the WCPAB participated in an optional PAB training by the Maryland Police Training and Standards Commission (“MPTSC”) in 2024. 35 Police Accountability Complaints were filed in 2024 with 2 complaints submitted directly through the WCPAB and directed to the relevant Law Enforcement Agency (LEA) to conduct the investigation. The other 33 complaints were submitted directly to the relevant LEA. It is most important to note that, while no policy change recommendations have been made by the WCPAB, a frequent topic of discussion at the quarterly WCPAB meetings is concerns of profanity used by police officers.

2024 Trial Board Activities

As a result of only having one civilian member appointed and trained to participate on a Trial Board if needed, the WCPAB advertised for and accepted applications for new Trial Board Civilian Members. At their quarterly meeting in October 2024, the WCPAB reviewed the applications in closed session. Appointments of new Trial Board civilian members are anticipated for the WCPAB’s next open session. It is noted that no Trial Board hearing was conducted in 2024 though that is not expected to remain the trend for this upcoming year.

2024 ACC Activities

The ACC meets on a monthly basis, and reviews cases submitted by the LEAs and issues written determinations on these cases. Three (3) members of the Administrative Charging Committee (“ACC”) did an additional 8 hours of training by the MPSTC.

The ACC reviewed and made determinations on 37 cases. 9 of these cases were a result of complaints submitted in 2023 but as a result of time needed by the LEAs to complete the investigation, the ACC to review the file, the ACC needed to add the cases originating in 2023 to their meetings in January and March of 2024. The ACC awaits the investigatory file for the remaining 7 out of 35 complaints received in 2024.



General Demographics of the 37 Cases Reviewed

- 59 determination letters issued
- 40 police officers named in at least one complaint
- 27 cases involved Hagerstown Police Department, which has its own online portal making submission of a complaint much easier.
- 9 cases involved Washington County Sheriff's Office
- 1 case involved Smithsburg Police Department
- 8 cases led to administrative charges found against officers

The ACC's written determinations were returned to the heads of the LEAs and citizen complainant, if applicable. In addition to the three LEAs listed above, the ACC may review cases for Hancock Police Department, Boonsboro Police Department, and Hagerstown Community College Police. The ACC does not hear cases from any of the State Law Enforcement Agencies serving Washington County.

Recommendations that come to the PAB from the ACC, have been shared with the LEA heads at the quarterly meetings. These recommendations/suggestions are not policy changes but rather 1) suggested improvements to the investigative formats or files that each LEA is using to submit a complaint/investigation to the ACC; and 2) suggestions regarding policy enforcement namely as it relates to what many LEAs' policies categorize as "unbecoming conduct."

Steven L. McCarty
Chairperson



Open Session Item

SUBJECT: Quotation Award (Q-24-291) – Splunk Infrastructure Monitoring

PRESENTATION DATE: January 28, 2025

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

RECOMMENDED MOTION: Move to award the quote for Splunk Infrastructure Monitoring to the responsive, responsible quoter GHA Technologies Inc., of Scottsdale, AZ, with the lowest quoted price of \$61,389.

REPORT-IN-BRIEF: The County accepted quotes on December 18, 2024. The Request for Quotation (RFQ) was advertised on the County’s website, and on the County’s new online bidding site, Ionwave. Forty-one (41) persons/companies registered/downloaded the quotation document online. Nineteen (19) quotes were received. The three (3) low bidders were deemed non-responsive due to not being an approved reseller of the Splunk product.

Splunk is a cloud-based service that collects, manages, and analyzes machine-generated data to provide analytical data, IT observability, policy compliance, and enhanced cybersecurity.

DISCUSSION: N/A

FISCAL IMPACT: Funding in the amount of \$809,201 is available in the Department of Information Technologies operating budget 515180-10-11000.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

Q-24-791
Splunk Infrastructure Monitoring

1	Splunk Cloud Subscription with Standard Success Plan 50gb/day – Including – 4500 GB					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	TandT LLC	1	EA	\$801.99	\$801.99	
	Globla Providence LLC	1	EA	\$1,042.59	\$1,042.59	Good afternoon. We are submitting our quote as as required. Wwe will greatly appreciate the opportunity to working with you. We are very committed in delivering quality results. Thank you for consideration.
	Malor & Company Inc (Headquarter)	1	EA	\$2,600.00	\$2,600.00	Please find our response Q-24-291 Addendum 2 (SPLUNK Infrastructure Monitoring) Issued
	GHA Technologies Inc	1	EA	\$46,348.31	\$46,348.31	
	Coquina (Coquina Labs Inc.)	1	EA	\$54,037.50	\$54,037.50	Coquina serves as a value-added software reseller to the public sector, we partner with leading OEMs to provide local and state governments with the best technology at the lowest price. Internally, we've invested in building systems to streamline the quoting and bidding process. this enable us to be more efficient and provide more value to public sector buyers. We hope that in a competitive bidding process we will able to save your taxpayers money compared with other resellers.
	Miracle Software Systems Inc	1	EA	\$54,197.00	\$54,197.00	The submitted pricing is only for 2 line items requested in the RFQ.
	Milliard Tek (Milliard Tek LLC)	1	EA	\$54,237.50	\$54,237.50	
	vPrime Tech Inc	1	EA	\$54,306.40	\$54,306.40	
	Axelliant LLC	1	EA	\$54,400.00	\$54,400.00	
	Software Information Resource	1	EA	\$54,496.82	\$54,496.82	Thank you for the opportunity to assist. Please see attached SIRC Quote D24-F0842 for your SPLUNK requirement. Feel free to contact me if you have any questions, We are a Women-Owned Small Business based in Washington, DC.
	Advanced Computer Concepts	1	EA	\$54,577.88	\$54,577.88	
	Applied Technology Services	1	EA	\$54,600.00	\$54,600.00	Feel free to reach out to me if you have any questions or concerns at nickl@appliedtechnologyservices.com

Q-24-791

Splunk Infrastructure Monitoring

August Schell (August Schell Enterprises)	1	EA	\$54,848.06	\$54,848.06	Sir or Ma'am, Please find August Schell's submission for Slunk Infrastructure Monitoring RFQ #Q-24-291. We are appreciative of the opprtunity to proved a response and are ready to provide any additional information you may require. Thank you and have a great day.
tCognition, Inc.	1	EA	\$55,118.25	\$55,118.25	
Acachi LLC	1	EA	\$55,388.44	\$55,388.44	
Kambrian Corporation	1	EA	\$55,658.63	\$55,658.63	
En-Net Services	1	EA	\$56,199.00	\$56,199.00	
PY Concepts	1	EA	\$60,000.00	\$60,000.00	Splunk - Professional Services Daily Rate (remote) Part # PS-DAY-R1yr. Term Qty 10 (\$1,200.00)
Aspire Tech Services and Solutions Corp.	1	EA	\$66,000.00	\$66,000.00	

2 Splunk – Professional Services Daily Rate (remote)

Supplier	QTY	UOM	Price	Extended	Supplier Notes / Alternate Description
PY Concepts	7	EA	\$1,200.00	\$8,400.00	
[ALT1] PY Concepts	10	EA	\$1,200.00	\$12,000.00	Splunk - Professional Services Daily Rate (remote) Part # PS-DAY-R1yr. Term
Malor & Company Inc (Headquarter)	7	EA	\$1,950.77	\$13,655.39	
Coquina (Coquina Labs Inc.)	7	EA	\$2,041.24	\$14,288.68	
Miracle Software Systems Inc	7	EA	\$2,047.62	\$14,333.34	
vPrime Tech Inc	7	EA	\$2,051.40	\$14,359.80	
Software Information Resource	7	EA	\$2,058.59	\$14,410.13	
Advanced Computer Concepts	7	EA	\$2,061.65	\$14,431.55	
August Schell (August Schell Enterprises)	7	EA	\$2,071.86	\$14,503.02	
Milliard Tek (Milliard Tek LLC)	7	EA	\$2,075.00	\$14,525.00	
Axelliant LLC	7	EA	\$2,081.00	\$14,567.00	
tCognition, Inc.	7	EA	\$2,082.07	\$14,574.49	
Acachi LLC	7	EA	\$2,092.27	\$14,645.89	
Kambrian Corporation	7	EA	\$2,102.48	\$14,717.36	
En-Net Services	7	EA	\$2,122.89	\$14,860.23	
GHA Technologies Inc	7	EA	\$2,148.67	\$15,040.69	
Applied Technology Services	7	EA	\$2,190.00	\$15,330.00	
Aspire Tech Services and Solutions Corp.	7	EA	\$2,350.00	\$16,450.00	
TandT LLC	7	EA	\$2,509.99	\$17,569.93	
Globla Providence LLC	7	EA	\$3,295.49	\$23,068.43	

Q-24-791
Splunk Infrastructure Monitoring

TOTAL SUM (Item No.'s 1 and 2)	
Acachi LLC Austin, TX	\$70,034.33
Advanced Computer Concepts Information McLean, VA	\$69,009.43
Applied Technology Services Middle River, MD	\$69,930.00
Aspire Tech Services and Solutions Corporation Information New York, NY	\$82,450.00
August Schell Enterprises Rockville, MD	\$69,351.08
Axelliant, LLC Torrance 90503 Pakistan	\$68,967.00
Coquina Labs, Inc. New York, NY	\$68,326.18
En-Net Services Information Frederick, MD	\$71,059.23
GHA Technologies, Inc. Scottsdale, AZ	\$61,389.00
Globla Providence, LLC Upper Marlboro, MD	\$24,111.02
Kambrian Corporation LA Puente, CA	\$70,375.99
Malor & Company, Inc Information New York, NY	\$16,255.39
Milliard Tek Information Clarksburg, MD	\$68,762.50
Miracle Software Systems, Inc Information Novi, MI	\$68,530.34
PY Concepts Information Boerne, TX	\$68,400.00
Software Information Resource Information Washington, DC	\$68,906.95
TandT LLC Information Bowie, MD	\$18,371.92
tCognitive, Inc. Information Boston, MD	\$69,692.74
vPrime Tech Inc Information Houston, TX	\$68,666.20



Open Session Item

SUBJECT: Bid Award (PUR-1722) – VMware VSphere Foundation 8

PRESENTATION DATE: January 28, 2025

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

RECOMMENDED MOTION: Move to award the bid for VMware VSphere Foundation 8 to the responsive, responsible bidder GHA Technologies Inc., of Scottsdale, AZ, with the lowest bid price of \$215,533.44.

REPORT-IN-BRIEF: The County accepted bids on January 2, 2025. 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. Forty-three (43) persons/companies registered/downloaded the bid document online. Eleven (11) bids were received.

This software forms the hypervisor technology that County local network services and client desktop virtualization services rely on for operation.

DISCUSSION: N/A

FISCAL IMPACT: Funding in the amount of \$809,201 is available in the Department of Information Technologies operating budget 515180-10-11000.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1722 VMWARE VSPHERE FOUNDATON 8

1	VMware VSphere Foundation 8 – (1) Year Term – Year (1) One -VCF-VSP-FND-8
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
GHA Technologies Inc	576	EA	\$124.73	\$71,844.48	
EEC Services LLC	576	EA	\$131.53	\$75,761.28	
Alxtel.Inc	576	EA	\$131.64	\$75,824.64	
vPrime Tech Inc	576	EA	\$132.10	\$76,089.60	
Advanced Computer Concepts	576	EA	\$132.51	\$76,325.76	
En-Net Services	576	EA	\$134.48	\$77,460.48	
Milliard Tek (Milliard Tek LLC)	576	EA	\$136.00	\$78,336.00	
					Start Date: 02/01/2025End Date:
Kambrian Corporation	576	EA	\$136.45	\$78,595.20	01/31/2026
Applied Technology Services	576	EA	\$137.00	\$78,912.00	
DSI Tech (DISYS Solutions, Inc.)	576	EA	\$137.76	\$79,349.76	
C& C International computers ar	576	EA	\$147.00	\$84,672.00	

2	VMware VSphere Foundation 8 – (1) Year Term – Year (2) Two - VCF-VSP-FND-8
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
GHA Technologies Inc	576	EA	\$124.73	\$71,844.48	
EEC Services LLC	576	EA	\$131.53	\$75,761.28	
Alxtel.Inc	576	EA	\$131.64	\$75,824.64	
vPrime Tech Inc	576	EA	\$132.21	\$76,152.96	
Advanced Computer Concepts	576	EA	\$132.51	\$76,325.76	
En-Net Services	576	EA	\$134.48	\$77,460.48	
Milliard Tek (Milliard Tek LLC)	576	EA	\$136.00	\$78,336.00	
					Start Date: 02/01/2026End Date:
Kambrian Corporation	576	EA	\$136.45	\$78,595.20	01/31/2027
Applied Technology Services	576	EA	\$137.00	\$78,912.00	
DSI Tech (DISYS Solutions, Inc.)	576	EA	\$137.76	\$79,349.76	
C& C International computers ar	576	EA	\$147.00	\$84,672.00	

PUR-1722 VMWARE VSPHERE FOUNDATON 8

3	VMware VSphere Foundation 8 – (1) Year Term – Year (3) Three - VCF-VSP-FND-8
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
GHA Technologies Inc	576	EA	\$124.73	\$71,844.48	
EEC Services LLC	576	EA	\$131.53	\$75,761.28	
Alxtel.Inc	576	EA	\$131.64	\$75,824.64	
vPrime Tech Inc	576	EA	\$132.28	\$76,193.28	
Advanced Computer Concepts	576	EA	\$132.51	\$76,325.76	
En-Net Services	576	EA	\$134.48	\$77,460.48	
Milliard Tek (Milliard Tek LLC)	576	EA	\$136.00	\$78,336.00	
Kambrian Corporation	576	EA	\$136.45	\$78,595.20	Start Date: 02/01/2027End Date: 01/31/2028
Applied Technology Services	576	EA	\$137.00	\$78,912.00	
DSI Tech (DISYS Solutions, Inc.)	576	EA	\$137.76	\$79,349.76	
C& C International computers ar	576	EA	\$147.00	\$84,672.00	

Responding Supplier	City	State	Response Total
GHA Technologies Inc	Scottsdale	AZ	\$215,533.44
EEC Services LLC	Detroit	MI	\$227,283.84
Alxtel.Inc	Silver Spring	MD	\$227,473.92
vPrime Tech Inc	Houston	TX	\$228,435.84
Advanced Computer Concepts	McLean	VA	\$228,977.28
En-Net Services	Frederick	MD	\$232,381.44
Milliard Tek (Milliard Tek LLC)	Clarksburg	MD	\$235,008.00
Kambrian Corporation	La Puente	CA	\$235,785.60
Applied Technology Services	Middle River	MD	\$236,736.00
DSI Tech (DISYS Solutions, Inc.)	Ashburn	VA	\$238,049.28
C& C International computers and Consultants, Inc.com	Hollywood	FL	\$254,016.00



Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INGT-25-0177) 2025 Ford F-350 Extended Cab DRW 4x4 Truck

PRESENTATION DATE: January 28, 2025

PRESENTATION BY: Brandi J. Kentner, CPPO, Director, Purchasing; Mark Bradshaw, Division Director of Environmental Management.

RECOMMENDED MOTION: Move to authorize by Resolution, for the Department of Water Quality to purchase one (1) new 2025 Ford F-350 Extended Cab DRW 4x4 Truck from Apple Ford, of Columbia, MD in the amount of \$144,307 and to utilize another jurisdiction's contract (#0004504) that was awarded by Baltimore County to Apple Ford.

REPORT-IN-BRIEF: The Department of Water Quality is requesting to purchase one (1) new 2025 Ford F-350 Extended Cab DRW 4x4 to replace a vehicle that exceeds the County's Vehicle and Equipment Types and Usage Guidelines; The existing vehicle is a 2001 Ford F-350 - 4X4 with 189,000 miles. The County initiated the Vehicle and Equipment Types and Usage Guidelines in 2001. The County's replacement guidelines for vehicles less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. Baltimore County took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this vehicle in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from direct cost savings in the purchase of this vehicle because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spending savings that the Baltimore County contract provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting, and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the department's Capital Improvement Plan (CIP) account VEH010 in the amount of \$165,480.15.

CONCURRENCES: N/A

ALTERNATIVES:

1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or
2. Do not award the purchase of truck.

ATTACHMENTS: Apple Quote dated 12/3/24

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0177] 2025 Ford F-350 Extended Cab DRW 4x4 Truck)

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the “Public Local Laws”), § 1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the “Board”), “may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract.”

Subsection (c) of § 1-106.3 provides that “A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement.”

The Department of Water Quality is requesting to purchase one (1) new 2025 Ford F-350 Extended Cab DRW 4x4 truck from Apple Ford, of Columbia, Maryland, in the amount of \$144,307, and to utilize another jurisdiction’s contract (#004504) that was awarded by Baltimore County to Apple Ford.

Eliminating the County’s bid process will result in administrative and cost savings for the County. The County will benefit with direct cost savings because of the economies of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Department of Water Quality is hereby authorized to purchase one (1) 2025 Ford F-350 Extended Cab DRW 4x4 truck from Apple Ford, of Columbia, Maryland, in the amount of \$144,307, and to utilize another jurisdiction’s contract (#004504) that was awarded by Baltimore County to Apple Ford.

Adopted and effective this ____ day of _____, 2025.

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



Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

12/3/24

Quote for 2025 F-350 Extended Cab 4x4 Baltimore County Contract #00004504

Vehicle	25 F-350 Extended Cab DRW 4x4	145,757
EG	640A XL Trim	
99T	6.7L Diesel	
44G	10 Speed Auto Trans	
X4N	4.10 limited Slip	
41H	Engine Block heater	
67B	410 Amp Dual Alternators	
18B	Running Boards	
872	Back Up Camera	
52B	Trailer Brake Controller	
52S	Interior Work Surface	
43C	120V Outlet	
STI	Service Truck International Crane Body (Full Spec attached) 3,200 LBS 16.5' Electric Crane	
BCD	Baltimore County Contract	-\$1,450
Color	Exterior: Oxford White Interior: Dark Slate Vinyl	
Delivery Days	April-May Delivered	
	Net Price Per (1) Unit: \$144,307	
	Total Price For (1) Unit (s):	\$144,307

Please contact me with any questions, changes, or to finalize your order. I look forward to hearing from you. You can reach me at 443-539-1281 or by e-mail at: nruby@AppleFord.com.

Thank you,
Noah Ruby



Open Session Item

SUBJECT: Bid Award (PUR-1720) – Four (4) Medical Ventilators for the Division of Emergency Services (DES)

PRESENTATION DATE: January 28, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing – Purchasing Eric Jacobs, Operations Manager, Division of Emergency Services.

RECOMMENDED MOTION: Move to award the purchase of four (4) Medical Ventilators for use by DES in the amount of \$16,500 per unit for a total cost of \$66,000 from Hamilton Medical, Inc. of Reno, NV based on its proposal dated January 14, 2025.

REPORT-IN-BRIEF: This state-of-the-art ventilator is replacing the Revel ventilators currently in use in the County. A ventilator is a medical device used to provide artificial ventilation to a non-breathing patient. The device provides consistent breaths to the non-breathing patient and allows the clinician to utilize various settings to optimize the ventilations to benefit the patient. Patients needing artificial ventilation include those in cardiac or respiratory arrest, those critically ill or injured patients requiring sedation, paralysis and intubation in order for the clinician to provide adequate ventilation and those patients who are on a long-term ventilator due to their medical condition. Washington County is home to two (2) inpatient ventilator facilities and having these devices will allow the EMS clinicians to continue to provide mechanical ventilation to this patient population during their transport from the facility to the hospital. Our 4 EMS Supervisor units provide advanced level skills to critically ill or injured patients requiring sedation and paralysis to control their breathing.

The County accepted bids on January 17, 2025. 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. Twenty-three (23) persons/companies registered/downloaded the bid document online. One (1) bid was received.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available in the department's operating budget account 600400-10-11520 in the amount of \$67,750.

CONCURRENCES: Dave Hayes, Division Director – DES

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1720 EMS OPERATIONS – MEDICAL VENTILATORS

1 Furnish and deliver Medical Ventilators as specified in the scope of work / specification.									
Supplier	City	State	QTY	UOM	Unit Price	Total Price	Supplier Notes	Manufacturer	Manufacturer #
Hamilton Medical, Inc	Reno	NV	4	EA	\$16,500.00	\$66,000.00	See below	Hamilton	T1

Mandatory Technical Specifications for Medical Ventilators

#3 Is capable of High Flow as an option

#6 Ventilator has the required alarms; Driving pressure is a monitored parameter

#9 Part # 000602; HME (Heat Moisture Exchanger)

#16 HAMILTON-T1 comes with a manufacturer warranty of two (2) year parts and one (1) year labor



Open Session Item

SUBJECT: Washington County Transit – Approval to apply for federal funds

PRESENTATION DATE: January 28, 2025

PRESENTATION BY: Shawn Harbaugh, Washington County Transit, Andrew Eshleman, Director of Public Works, Carsten Ahrens, Senior Grant Manager, Office of Grant Management.

RECOMMENDED MOTION(S): Move to approve the RAISE grant application by the Maryland Department of Transportation on behalf of Washington County Transit (WCT) and accept funds in the awarded amount provided by the Federal Transit Authority for the Expanding Rural Transit Options: Washington County Bus Facility Project and provide a letter of support for the application.

REPORT-IN-BRIEF: This grant, if awarded, will fund the costs associated with planning and design for a renovated and expanded administrative, maintenance, and transit vehicle storage facility at Washington County Transit's current location at 1000 W. Washington Street Hagerstown, MD. The Maryland Department of Transportation/Maryland Transit Administration is applying for the grant on behalf of Washington County Transit who would be a subrecipient.

DISCUSSION: Improvements to administration and maintenance facilities will provide additional space to meet current and future (year 2050) operational needs. These needs are supported by WCT's historic growth and its five-year Transit Development plan, which projects current annual ridership to increase by 30% from 2010 to 2030. The facility will allow the department to support transit operations and programs, by providing the necessary administrative space, fleet maintenance, storage, training and support future fueling and additional vehicle types. The facility is located in an area of persistent poverty and a historically designated census track, therefore would be eligible for 100% federal funding.

The Hagerstown/Eastern Panhandle Metropolitan Planning Organization covered the costs associated with a WCT Facility Expansion Feasibility Study. The grant represents the first phase for planning and design of the future facility. A second grant would be required to provide the construction funds. WCT has been coordinating with adjacent property owners and the City of Hagerstown on the potential Quit Claim and closure of a portion of the alley behind the existing facility to allow facility expansion to occur as one building. The grant application has received numerous letters of support from municipalities, non-profits and transit stakeholders that benefit from WCT's services.

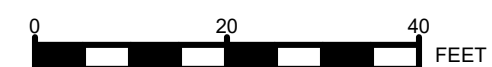
FISCAL IMPACT: Provides up to \$2,823,390.00 to Washington County Transit

CONCURRENCES: Office of Grant Management

ALTERNATIVES: Deny acceptance of funding

ATTACHMENTS: Facility Expansion Project Layout

AUDIO/VISUAL TO BE USED: N/A



- GENERAL NOTES:**
1. TOTAL STORMWATER MANAGEMENT AREA APPROXIMATELY 6,950 SF
 2. TOTAL SITE = 75,805 SF (1.74 AC)
 3. 37,902.5 SF (0.87 AC) REQUIRED FOR COMBINED GREEN SPACE/SWM TREATMENT ACCORDING TO REDEVELOPMENT REQUIREMENTS.

NO.	DATE	DESCRIPTION	REVISIONS

WASHINGTON COUNTY TRANSIT
FACILITY EXPANSION PROJECT
CITY OF HAGERSTOWN, MARYLAND

Project Number: 202304

Date: 09-20-24

Scale: 1" = 20 FT

Sheet# 01 OF 01

John F. Barr, *President*
Jeffrey A. Cline, *Vice President*



Derek Harvey
Wayne K. Keefer
Randall E. Wagner

**BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND**

January 30, 2025

Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington DC 20590

Dear Secretary:

On behalf of the Board of Commissioners of Washington County, I am writing to express our support for the Maryland Department of Transportation's (MDOT) request for funding from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program for its Expanding Rural Transit Options: Washington County Bus Facility Project (Project).

The Project will modernize and increase Washington County Transit's (WCT) bus fleet maintenance and storage capacity, enabling the agency to provide more reliable, faster, and safer transit service in the rapidly growing Hagerstown area. The new bus facility will provide WCT with three-times more bus storage capacity, and additional maintenance and administrative space, all of which will be vital towards achieving the agency's goals of providing high-quality transit service. WCT serves one of the fastest-growing counties in Maryland, with its population expected to grow by nearly 16 percent over the next 20 years. The Project will ensure that current and future residents of Washington County can benefit from the region's growing economy via safe, affordable, and accessible public transportation.

The Project strongly aligns with the U.S. Department of Transportation's (USDOT)'s goals for the RAISE program. The new bus facility will enhance the economic strength and competitiveness of Washington County and Hagerstown by improving the reliability and frequency of local transit services, ensuring all residents, regardless their access to a vehicle, have the ability to commute to employment hubs in the area. Transit service improvements enabled by the Project will actively center equity by improving access to high-quality transit options. Lastly, the Project will directly address the climate crisis by making transit a more convenient transportation option, reducing emissions by encouraging car-free trips.

We believe strongly in the Project, because it will provide the facilities necessary to provide the transit services the community needs to serve its citizens now and into the future.

Secretary of Transportation
January 30, 2025
Page Two

I encourage your careful consideration of the Maryland Department of Transportation's funding request. Should you have any questions or concerns, please contact Andrew Eshleman, Director of Public Works, aeshleman@washco-md.net, 240-313-2252 and he will be happy to assist you.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

By: _____
John F. Barr, President



Open Session Item

SUBJECT: Property Acquisition of 540 and 520 Western Maryland Parkway

PRESENTATION DATE: January 28, 2025

PRESENTATION BY: Todd Moser, Real Property Administrator

RECOMMENDED MOTION: Move to approve the purchase of 540 and 520 Western Maryland Parkway; to approve an ordinance approving said purchase and to authorize the execution of necessary documentation to finalize the acquisition; and move to approve a budget adjustment for this project.

REPORT-IN-BRIEF: The County has entered into an agreement to purchase 540 and 520 Western Maryland Parkway for \$13,500,000.

DISCUSSION: The property at 540 Western Maryland Parkway consists of a 100,000 sq. ft. building that will accommodate the relocation of the Sheriff's Office Patrol Services, EOC – Department of Emergency Management, and County 911 Center. The unimproved parcel consists of 7.88 acres. The settlement is contingent upon a 60-day study period, title work, a 1301 exchange for the seller, and could occur anytime from April 2025 through December 2025.

FISCAL IMPACT: \$13,500,000 plus costs associated with closing (budget adjustment / CIP project)

CONCURRENCES: County Attorney (Ordinance)

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Agreement of Sale, Ordinance, Budget Adjustment

AUDIO/VISUAL NEEDS: Aerial Map

Western Maryland Parkway Properties



Legend

- Roads
 - Railroad
 - Subject Properties
 - Property Boundaries
- 0 175 350 700 Feet

AGREEMENT OF SALE OF REAL PROPERTY

THIS AGREEMENT OF SALE OF REAL PROPERTY (*this "Agreement"*) is made this 14 day of January, 2025, by and between **Western Hagerstown, LLC** a Maryland limited liability company and **Western Hagerstown II, LLC**, a Maryland limited liability company (collectively referred to as "*Seller*"), and the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland ("*Buyer*").

1. *Property.* The Seller hereby agrees to sell and the Buyer agrees to purchase, at the price and upon the terms and conditions hereinafter set forth, the following tracts of real property and improvements, if any: 1) Lot 1A-R containing +/- 12.21 acres, as more particularly shown on the "Final Plat of Resubdivision of Lots 1A-R and 2A-R" by Frederick Seibert and Associates, Inc., dated March 14, 2023 and recorded among the Land Records of Washington County, Maryland at Plat No. 11566 (*the "Plat"*); and 2) Lot 2A-R containing +/- 7.88 acres, as more particularly shown on the Plat (Lot 1A-R and Lot 2A-R to be referred to herein collectively as the "*Property*"), attached hereto as in *Exhibit A*, together with all easements, hereditaments, and appurtenances thereto belonging or inuring to the benefit of, and together with all appliances and fixtures located therein as of the date of this Agreement. Subject to the Buyer's ratification of the sale and purchase of said Property during an open session of a regular meeting of the Buyer, the Seller shall convey said Property to Buyer upon settlement in accordance with this Agreement.

2. *Purchase Price.* The purchase price (*the "Purchase Price"*) for the Property is Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00). The Purchase Price, shall be paid to Seller in cash or by certified check or wired funds at Closing. Buyer's obligation to purchase the Property is not contingent upon Buyer obtaining financing in the form of a loan secured by the Property or any other form of financing. The allocation of the Purchase Price between the Seller shall be determined by mutual agreement of each of the Seller and communicated to Buyer, for informational purposes, and the Escrow Agent, identified herein, for purposes of conducting the closing and distributing the Purchase Price, upon closing.

3. *Deposit.* No deposit shall be required under this Agreement. Notwithstanding, if after the execution of this Agreement, any sum of money that is required to be held in escrow shall be held by the Buyer's settlement attorney, Chris Joliet, Esq., 223 N. Prospect Street, Suite 300, Hagerstown, MD 21740 (*Escrow Agent*), in a non-interest-bearing account, pending settlement.

4. Seller's Representations.

(a) Seller makes the following representations and warranties to Buyer, which representations and warranties shall survive Closing:

(i) That, on the date of Closing, Seller shall be the fee simple owner of the Property, shall consummate the sale contemplated herein, and shall execute and deliver a deed transferring good and merchantable title to Buyer. Neither the execution nor performance of this Agreement is restricted by or violates any contractual or other obligations of Seller. Seller is authorized to enter into this Agreement.

(ii) To the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions, or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof; and none of such uses constitute, in whole or in part, a nonconforming use.

(iii) At Closing, there shall be no contracts affecting the Property or any part thereof, except for the lease agreements (*the "Leases"*) and two contracts with Johnson Controls, Inc. ("*JCI*"), set forth in *Exhibit B*, attached hereto and incorporation herein. Within thirty (30) days after the full execution of this Agreement, Seller shall deliver Tenant Estoppel Certificates for each of the Leases, executed by the respective tenants under each of the Leases, with respect to the status of such lease, rent payments, tenant improvements, lease defaults and disclosing any defaults, disputes or other matters relating to the lease. At Closing, there will be no contracts or agreements for the management of the Property, or any part thereof, and there will be no leasing commission due or owing in connection with any lease or on account of any tenancy or occupancy of any portion of the Property;

(iv) Seller has no knowledge of any actions, suits, or proceedings which have been instituted or threatened against or affecting the Property, at law or in equity, or before any federal, state, or municipal governmental commission, board, bureau, agency, or instrumentality which will materially adversely affect the value, occupancy, use, or operation of the Property. Seller will give Buyer prompt written notice of any such action, suit, or proceeding arising subsequent to the date hereof and prior to Closing to the extent Seller acquires knowledge thereof.

(v) There are no assessments for public improvements against the Property that remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks, and/or curbs.

(vi) To the best of Seller's knowledge, all improvements on the Property lie within the boundaries of the Property and do not encroach on any other property or violate any setback requirements.

(b) Seller agrees that, from the date of this Agreement to Closing, it will:

- (i) Operate the Property only in the ordinary and usual manner and that it will not enter into any lease without the prior written consent of Buyer;
- (ii) Not become a party to any service contract or similar agreement with respect to or affecting the Property which will remain in place after Closing without the prior written consent of the Buyer;
- (iii) Maintain, at its expense, all existing fire and extended coverage policies covering the Property and promptly cause Buyer to be named as an additional insured thereunder as its interest may appear; and
- (iv) Keep the Property in the condition and state of repair existing as of the date hereof.

5. Termination of the Agreement. This Agreement shall terminate upon the occurrence of any of the following:

(a) The election by either party to terminate the Agreement as provided herein;

(b) The failure of the Buyer to approve conveyance of the Property if required by law, including the Buyer's failure to ratify conveyance of the Property in accordance with the provisions of Paragraph 1; or

(c) Seller authorizes Buyer to obtain, at Buyer's expense within sixty (60) days from the date of the full execution of this Agreement by the parties, any and all non-invasive inspections and/or survey(s) of the Property which Buyer desires in connection with the transaction (the "*Study Period*"); however, Buyer specifically acknowledges that purchase of the Property and all fixtures and the like is in "AS IS, WHERE IS" condition, regardless of the result of such inspection(s) and/or survey(s). Buyer agrees to give Seller at least twenty-four (24) hours' notice prior to any on-site inspection so that Seller can ensure the restoration of electrical service to the Property at the time of

the noticed inspection. Before entering upon the Property to perform any inspections, tests and/or studies, Buyer must provide Seller with a paid, comprehensive public liability insurance policy with aggregate bodily injury and property damage limits of at least One Million Dollars (\$1,000,000), with Seller named as additional insured.

(d) In the event that Buyer is dissatisfied with the results of any inspection(s) and/or survey(s) obtained pursuant to this Section, Buyer shall give notice to Seller in writing, within sixty (60) days from the date of the full execution of this Agreement by the parties, whether Buyer intends to purchase the Property or to terminate this Agreement in accordance with applicable provisions thereof. If Buyer fails to have such inspection(s) and/or survey(s) performed or fails to submit written notice to Seller within the time period specified, Buyer will have no right thereafter to terminate this Agreement pursuant to the provisions of this subparagraph (d) and this Agreement will remain in full force and effect.

Upon termination pursuant to any sub-paragraph of this Section, any funds held in escrow shall be immediately returned to the party that deposited the funds with the Escrow Agent. All other obligations of the parties hereunder shall cease and be released, except those obligations that specifically survive Closing or the termination of this Agreement.

6. Closing.

(a) Unless this Agreement has been terminated as provided herein, Closing shall occur at the office of Escrow Agent on that date specified by Seller which is following expiration of the Study Period, but not later than December 15, 2025 (the "*Closing Date*"). Seller shall provide Buyer with at least ten (10) days prior written notice of the Closing Date. At Closing, the Seller shall deliver to the Buyer the following documents upon payment by Buyer to Seller of the Purchase Price:

(1) A deed to the Property, containing covenants of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property, free of any liens or other monetary encumbrances; and

(2) A fully executed Assignment of Leases, assigning all right, title, and interest in the Leases, set forth in Exhibit B, to Buyer.

(3) Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

(b) Buyer is solely responsible for all closing costs, other than the fees and expenses of Seller's counsel.

(c) Possession of the Property shall be given to Buyer at the time of Closing.

7. Miscellaneous Adjustments and Prorations. The following adjustments and prorations shall be adjusted between the parties on the day of Closing. The provisions of this Section shall survive the Closing and the delivery of the deed and any bill of sale.

(a) All utilities shall be adjusted and apportioned as of the day of Closing.

(b) All taxes, general or special, and all other public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including other benefit charges, assessments, liens, or encumbrances for sewer, water, drainage, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the day of Closing, whether or not assessments have been levied as of that date.

(c) If any portion of the transaction is taxable, any documentary stamps and state and county transfer taxes, including agricultural transfer taxes, if applicable, relating to the conveyance of the Property to the Buyer, shall be paid by the Buyer.

(d) The Buyer shall be responsible for any applicable recordation taxes and settlement costs, including preparation of the Deed and title insurance if desired by Buyer (but excluding Seller's attorneys' fees and expenses).

8. Real Estate Commission. Each Party hereby represents and warrants unto the other that they have not acted through or with, or introduced into the transactions contemplated hereby, any broker, agent, or finder who would be entitled to a commission or fee upon the execution of this Agreement and/or Closing hereunder other than Cushman and Wakefield's Peter Rosan who's commission will be paid by Seller at closing. Each Party shall indemnify and hold harmless the other, respectively, of and from any and all other liability, cost and expense, including reasonable attorneys' fees, incurred or suffered as a result of breach of the aforesaid warranty by the indemnifying Party.

9. 1031 Exchange. Seller hereby advises Buyer that Seller is authorized and intends to sell the Property as part of an integrated tax-deferred, like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code. The exchange shall be accomplished through an Exchange Agreement with BridgeTrust Title Group (hereinafter "Exchange Agent"), a qualified intermediary. Said Exchange Agent shall have the authority to complete the exchange. Buyer agrees to cooperate with Seller in structuring the sale of the Property as part of the tax-deferred

exchange, and to execute any and all documents necessary or expedient thereto. Seller shall assume all costs charged by the Exchange Agent.

10. Title Report.

(a) Within thirty (30) days from the date this Agreement has been fully executed by the parties, Buyer shall obtain, at Buyer's expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Buyer shall give written notice to Seller within said thirty (30) day period listing any title exception that is not acceptable to Buyer (*Title Defect*). If Buyer shall fail to provide such notice to Seller within the thirty (30) day period, Buyer shall be considered to have waived Buyer's right to object to the Title Defect. Seller shall have ten (10) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Agreement. If Seller elects to cure or remove the Title Defect, Seller shall do so by giving Buyer written notice of the election within the ten (10) day period; otherwise, Seller shall be deemed to have elected not to cure or remove the Title Defect.

(b) If Seller elects not to cure or remove any Title Defect, Buyer may, within two (2) business days after the earlier of (i) the expiration of the ten (10)-day period referenced in sub-paragraph (a) of this Section 10 or (ii) the date Seller elects in writing not to cure or remove any Title Defect, within which to terminate this Agreement, in which event, any funds held in escrow by Escrow Agent shall be immediately returned to the party that deposited said funds, whereupon this Agreement shall become null and void and of no further force; otherwise, Buyer shall be deemed to have waived such Title Defect and shall no longer have any right to terminate this Agreement pursuant to this sub-paragraph.

(c) If Seller elects to cure or remove any Title Defect, Seller shall do so prior to, and as a condition precedent to, Buyer's obligation to consummate Closing. From the date of this Agreement until the earlier of termination of this Agreement or Closing, Seller shall not cause or allow any lien, claim, encumbrance, or other matter of title that adversely affects title to the Property to be granted, created, established, or attached to the Property by any action or inaction of Seller or anyone other than Buyer claiming by, through, or under Seller.

11. Damage to or Taking of Property Prior to Closing. The risk of any loss or damage to the Property or the taking of the Property or any part thereof by eminent domain prior to Closing shall be borne by Seller.

(a) In the event of any damage to or loss of the Property or any portion thereof by accident, tort, criminal act, or other casualty from the date of this Agreement to the

moment of settlement of the purchase, Buyer shall have the right to terminate this Agreement within fifteen (15) days' notice of same at Buyer's sole and absolute discretion in the event that Seller is not able to repair the Property within twelve (12) months of such event. Closing shall be delayed until the Property is repaired and if required the Closing Date may be extended past December 15, 2025 to accommodate such repair. In such event the Agreement is terminated, any funds held in escrow by Escrow Agent shall be immediately returned to the party that deposited said funds.

(b) In the event that there is a threatened taking of any portion of the Property by eminent domain from the date of this Agreement to the moment of settlement of the purchase, Buyer shall have the right to terminate this Agreement within fifteen (15) days' notice of same at Buyer's sole and absolute discretion. In such event, any funds held in escrow by Escrow Agent shall be immediately returned to the party that deposited said funds

(c) If this Agreement is not terminated by the Buyer pursuant to the provisions of sub-paragraphs (a) or (b) above, then this Agreement shall remain in full force and effect; and at Closing the Seller shall assign all its right, title, and interest in and to any insurance proceeds and condemnation awards to the Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration.

12. Buyer's Default. If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right to pursue any remedy available to Seller, at law or in equity, including compulsion of specific performance of this Agreement by Buyer.

13. Seller's Default. If Seller defaults in performing any of Seller's obligations under this Agreement for any reason other than Buyer's default or a permitted termination hereof by Seller, then Buyer shall have the right to pursue any remedy available to Buyer, at law or in equity, including compulsion of specific performance of this Agreement by Seller.

14. Environmental Matters. Seller has no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons. Notwithstanding, Seller makes no guaranty, warranty, or representation to Buyer regarding the existence or non-existence of Hazardous Materials (as defined in Section 15 (Definition of Hazardous Materials)) on the Property, nor any guaranty, warranty, or representation concerning the compliance of Seller, or any previous owner of the Property, with federal, State, or local laws and regulations regarding Hazardous Materials. Subsequent to Closing, Seller will have no responsibility to Buyer or Buyer's transferees or assigns regarding compliance with these laws and regulations requiring the removal, treatment, or disposal of Hazardous

Materials which may exist, regardless of when any such condition first existed and regardless of whether any such conditions are known or unknown to Seller. Buyer agrees that, after Closing, Buyer shall bear the sole cost of all clean up, containment, removal, or remediation of any of the Hazardous Materials, and hereby discharges and releases Seller and Seller's successors and assigns, and agrees to defend, indemnify, and hold Seller and Seller's successors and assigns harmless from any claims, losses, costs, expenses, and liability (a) incurred in connection with any such clean up, containment, removal, remedial, or restoration work performed with respect to the Hazardous Materials, and (b) that Seller may suffer or be subjected to by virtue of any violation of existing or future law caused by Buyer's ownership, possession, operation, or use of the Property.

15. Definition of Hazardous Materials. Hazardous Materials shall be deemed to be: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (c) any "oil," as defined by Section 4-401(h) of the Environment Article of the Annotated Code of Maryland, as amended from time to time; (d) any "hazardous substance" as defined by Section 7-201(1) of the Environment Article of the Annotated Code of Maryland, as amended from time to time, and regulations promulgated thereunder; (e) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section; (f) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos, radon, or polychlorinated biphenyls; and (g) any other substance that by law requires special handling in its collection, storage, treatment, or disposal.

16. Survival. The provisions of Sections 14 and 15 shall survive Closing hereunder.

17. Right to Farm. Buyer acknowledges that the Property is sold subject to the Right to Farm Ordinance of Washington County, Maryland, and has made such acknowledgement in writing by signing the document titled "Appendix A Washington County Right to Farm Notice" and "Appendix B Real Estate Transfer Disclosure Statement," attached hereto and made a part hereof.

18. Seller's Agent. Seller's agent is Peter Rosan of Cushman & Wakefield (*Seller's Agent*), with an address of 2 Bethesda Metro Center, Suite 860, Bethesda, MD 20814. Any commission due to Seller's Agent shall be paid by Seller pursuant to a separate agreement between Seller and Seller's Agent. Buyer shall not be responsible for the payment of any commission or fee to Seller Agent.

19. Disclosure and Release Regarding Mold. Buyer is advised that mold and/or other microscopic organisms may exist at the Property and that such microscopic organisms and/or mold may cause physical injuries, including, without limitation, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children, and/or elderly persons. Buyer acknowledges and agrees to accept full responsibility/risk for any matters that may result from microscopic organisms and/or mold that may exist at the Property and to hold harmless, release, and indemnify Seller, Seller's Agent, and Buyer's Agent, and their respective officers, directors, employees, agents, heirs, personal representatives, executors, administrators, successors, and assigns, as applicable, from any liability, recourse, and damages, financial or otherwise. Buyer acknowledges reading this Disclosure and Release Section and is aware of the conditions set forth herein. By executing this Agreement, Buyer acknowledges the voluntary execution of this Disclosure and Release Section, for good and valuable consideration, the receipt of which is hereby acknowledged, with full understanding of its significance. Seller, and Seller's Agent, and their respective officers, directors, employees, agents, heirs, personal representatives, executors, administrators, successors, and assigns, as applicable, are not qualified to inspect the Property for mold or other microscopic organisms that may exist or to make recommendations or determinations concerning possible health or safety issues. The purpose of this Disclosure and Release Section is to put Buyer on notice to conduct Buyer's own due diligence regarding this matter by using appropriate, qualified experts.

20. Notice. Any notice required to be given to a party under this Agreement shall be by hand delivery to the party, or by United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To Buyer:

Office of the County Administrator
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740

And

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

To Seller:

Western Hagerstown, LLC

Western Hagerstown II, LLC
c/o Core Development Group
24012 Frederick Road, Suite 200
Clarksburg, MD 20871

The date of notice shall be the date of hand delivery or the actual date of receipt as evidenced by the return receipt.

21. Time of the Essence. Time is of the essence of this Agreement.

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

23. Entire Agreement; Modification. This Agreement and the materials incorporated herein by reference constitute the entire agreement between the parties. There are no promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by duly authorized representatives of the parties.

24. Laws of Maryland. This Agreement has been made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland without regard to conflict of laws principles.

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

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

27. Survival. The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or other termination of this Agreement for a period of one hundred eighty (180) days.

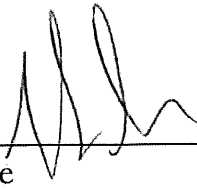
28. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party. Any assignment or attempted assignment made in violation of this Section will be null and void and of no legal effect.

29. Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns, as applicable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals affixed as of the day and year first written above.

ATTEST:




Title

SELLER:

WESTERN HAGERSTOWN, LLC, a
Maryland limited liability
company

By: Pleasants Enterprises, Inc.
Manager

By: 

William D. Pleasants, Jr.
President

ATTEST:

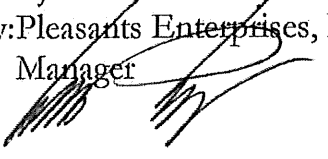


Title

SELLER:

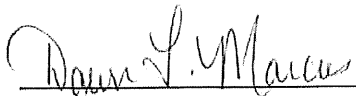
WESTERN HAGERSTOWN II,
LLC, a Maryland limited liability
company

By: Pleasants Enterprises, Inc.
Manager

By: 

William D. Pleasants, Jr.
President

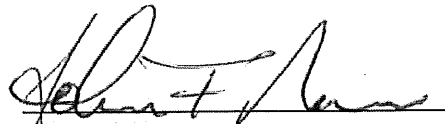
WITNESS:



Dawn L. Marcus.
County Clerk.

BUYER:

BOARD OF COUNTY
COMMISSIONERS OF
WASHINGTON COUNTY,
MARYLAND



John F. Barr
President

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

On this 7th day of January 2025, before me, the undersigned officer, personally appeared William D. Pleasants, Jr, President of Pleasants Enterprises, Inc. the manager of Western Hagerstown, LLC, who acknowledged himself to be the President of the manager of Western Hagerstown, LLC, and that he, as such President of the manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President of the manager.

In witness whereof, I hereunto set my hand and official seal.

Elizabeth A. Collins

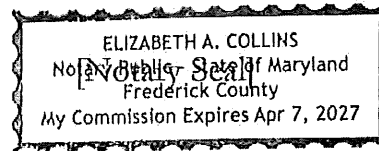
[Signature of Notary Public]

Elizabeth A. Collins

[Printed Name of Notary Public]

Notary Public

My Commission Expires: April 7, 2027



STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

On this 7th day of January 2025, before me, the undersigned officer, personally appeared William D. Pleasants, Jr, President of Pleasants Enterprises, Inc. the manager of Western Hagerstown II, LLC, who acknowledged himself to be the President of the manager of Western Hagerstown II, LLC, and that he, as such President of the manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President of the manager.

In witness whereof, I hereunto set my hand and official seal.

Elizabeth A. Collins

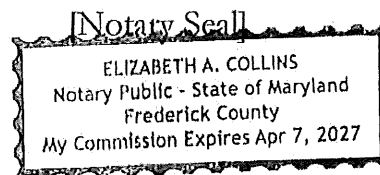
[Signature of Notary Public]

Elizabeth A. Collins

[Printed Name of Notary Public]

Notary Public

My Commission Expires: April 7, 2027

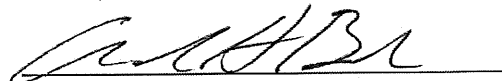


STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

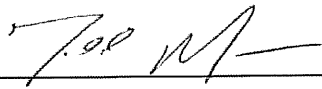
I HEREBY CERTIFY that on this 14 day of January, 2025, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John F. Barr and he acknowledged the foregoing instrument to be his act and deed on behalf of the Board of County Commissioners of Washington County, Maryland, and he did further certify that he is duly authorized to make this acknowledgment on its behalf and that he is duly authorized to execute this Agreement on its behalf.

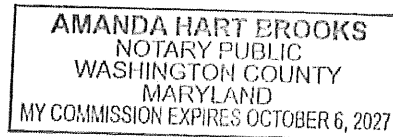
WITNESS my hand and Notarial Seal this 14 day of January, 2025.

My commission expires: 10/6/2027

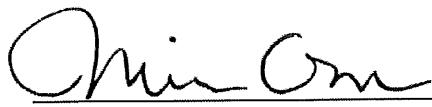

Notary Public

Recommended for approval by
the County:


Todd Moser
Real Property Administrator



Approved and authorized
for execution by the County:


Michelle Gordon
County Administrator

Approved as to form and legal
sufficiency for execution by the County:

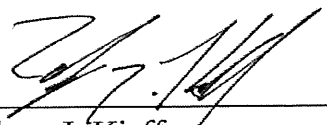
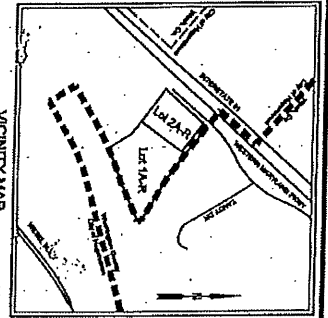

Zachary J. Kieffer
County Attorney

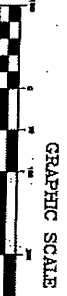
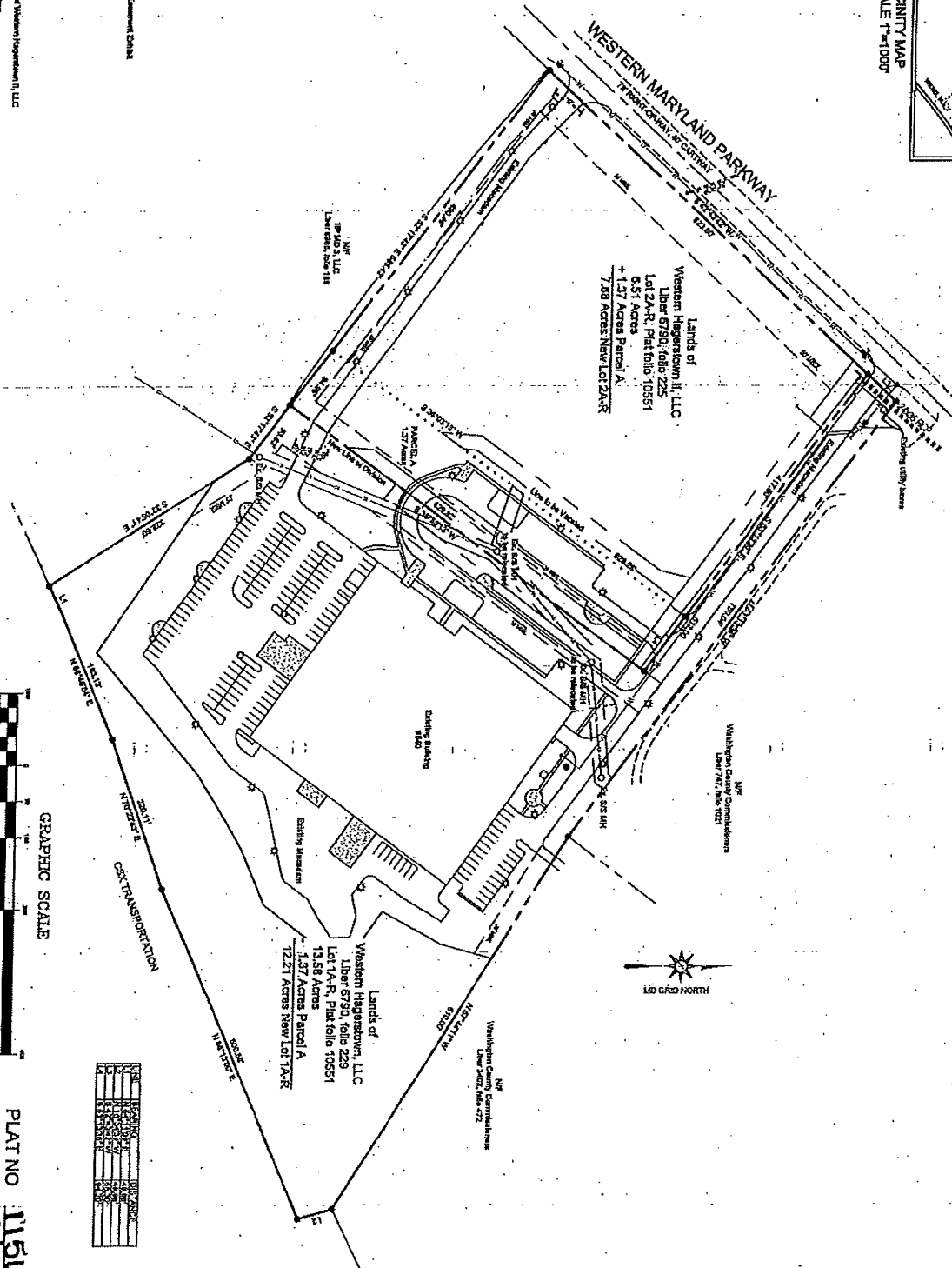
EXHIBIT A

Plat No. 11566



VICINITY MAP
SCALE 1"=1000'

- LEGEND**
- CA = CURVE NUMBER OF CHART
 - LA = LINE NUMBER OF CHART
 - AC = ACRES
 - PC = PROPERTY CORNER
 - NR = NOW OR FORMERLY
 - PL = PROPERTY LINE TO BE ABANDONED
 - SS = EXIST. SANITARY SEWER
 - VS = EXIST. WATER LINE
 - VP = EXIST. FIRE HYDRANT
 - WM = EXIST. WATER VALVE OR METER
 - LP = EXIST. LIGHT POLE



DATE	DESCRIPTION
11/5/10	PRELIMINARY PLAT
2/14/23	FINAL PLAT

PLAT NO. **11510**
DATE **2/14/23**
WASHINGTON COUNTY

FINAL PLAT OF RESUBDIVISION
OF
LOTS 1A-R AND 2A-R
FOR
WESTERN HAGERSTOWN, LLC AND WESTERN HAGERSTOWN II, LLC
SITUATE AT 620 AND 640 WESTERN MARYLAND PARKWAY
CITY OF HAGERSTOWN
WASHINGTON COUNTY, MARYLAND

FSA
FREDERICK, ROBERT & ASSOCIATES, INC.
CIVIL ENGINEER, SURVEYOR, LANDSCAPE ARCHITECT & PLANNERS

DATE: 02/14/23
SCALE: AS SHOWN
PROJECT: WESTERN HAGERSTOWN, LLC AND WESTERN HAGERSTOWN II, LLC
SHEET: 01 OF 02

EXHIBIT B

Leases and Contracts

Leases

- 1) First Data Merchant Services Corporation
- 2) Patriot Medical Laboratories, LLC

Contracts

- 1) Johnson Controls Security Solutions LLC
- 2) Johnson Controls Security Solutions LLC

ORDINANCE NO. ORD-2025-

AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

(520 and 540 Western Maryland Parkway, Hagerstown, Washington County, Maryland)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to purchase certain real property identified on the attached Schedule A (the "Property") to be used for public purposes.
2. The County approved the purchase of the Property on January 28, 2025.
3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Property are not to be expended from the General Fund of the County.
4. The purchase of the Property is needed for a public purpose.

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

ADOPTED this ____ day of January, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
County Attorney

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

SCHEDULE A--DESCRIPTION OF PROPERTY

All that lot of ground situate in the County of Washington, State of Maryland, and described as follows, that is to say:

Parcel I:

Being known and designated as New Lot 1A-R as shown on subdivision plat entitled "Re-Allotment of Final Plat of Subdivision - Lot 1A-R & Lot 2A-R for Exeter Property Group", recorded among the Land Records of Washington County, Maryland, in Plat Book 10551.

Parcel II:

Together with easement interests created by that certain Easement Agreement dated December 17, 2015, by and between Five Hundred Forty Western Maryland Parkway Business Trust One and Five Hundred Twenty Western Maryland Parkway Business Trust and recorded among the aforesaid Land Records in Liber 5148, folio 413.

Property Address: 540 Western Maryland Parkway
Hagerstown, Maryland

Being the same property conveyed to 540 W MD Pkwy Real Estate LLC, a Maryland limited liability company, by Deed dated April 27, 2018, from Big Box Property Owner F-1, LLC, a Delaware limited liability company, and recorded in Liber 5738 at foio 233, among the aforesaid land records.



Washington County, Maryland

Budget Adjustment Form

Form Routing

- (?) Budget Amendment
- Budget Transfer

Fiscal Year
 BOCC Approval Date (if known)

Deputy Director - Finance *Zane Garrett*

signed by Garrett, Zane M.
1/21/2025, 3:41:35 PM

Preparer, if applicable *Zane Garrett*

signed by Garrett, Zane M.
1/21/2025, 3:41:28 PM

Department Head Authorization Sign

Division Director / Elected Official Authorization Sign

Budget & Finance Director Approval Sign

County Administrator Approval Sign

County Commissioners Approval Sign

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Amount Description	Increase (Decrease) +/-
599999	30	11310	BLD113		OTHR	Patrol Services Relocation Renovation	11,660,452
498710	30	11310	BLD113		0000	Capital Transfer - General	11,660,452

Explain Budget Adjustment

Capital Reserves will be used to fund the purchase of 520 and 540 Western Maryland Parkway. \$1.875 Million of the total purchase price is coming from BLD118 - Circuit courthouse, where funding is already budgeted for land acquisition. The remaining amount listed on this budget adjustment is needed from reserves. This includes \$35,452 in estimated closing costs.