



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

BOARD OF COUNTY COMMISSIONERS

April 15, 2025

OPEN SESSION AGENDA

PRIOR TO THE START OF THE MEETING, THE BOARD OF COUNTY COMMISSIONERS IS ATTENDING AND PRESENTING A PROCLAMATION AT THE 2025 CHILD WELFARE WORKSHOP AT THE MARYLAND THEATRE, 21 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740 AT 8:15 A.M.

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
- 9:00 A.M. CITIZEN PARTICIPATION - (*Citizen participation is scheduled for a minimum of 30 minutes and each citizens' comment will be limited to 3 minutes. This time limit will be strictly enforced by the President. Please see the County's website at [WASHCO-MD.NET](http://WWW.WASHCO-MD.NET) for complete Meeting Conduct and Meeting Sequence Rules.*)
- 9:30 AM RECESS
- 10:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *March 25, 2025*
- 10:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 AM STAFF COMMENTS
- 10:20 AM 1. ADEQUATE PUBLIC FACILITIES ORDINANCE (APFO) MITIGATION
REQUEST – ELMWOOD FARMS SECTION 5D
William C. Wantz, Attorney
- 10:30 AM 2. SWOPE ROAD PROPERTY ACQUISITION
Scott Hobbs, Director, Engineering
- 10:35 AM 3. CONSTRUCTION BID AWARD PAVEMENT MAINTENANCE &
REHABILITATION PROGRAM FY25 CHIP SEAL APPLICATIONS, CONTRACT
NO. MS-PMP-314-28
Scott Hobbs, Director, Engineering

- 10:40 AM 4. CONSTRUCTION BID AWARD – PROFESSIONAL BOULEVARD PHASE III/IV
Scott Hobbs, Director, Engineering
- 10:45 AM 5. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0187) PAVEMENT CONDITION SURVEY
Brandi Kentner, Director, Purchasing; Scott Hobbs, Director Engineering
6. BID AWARD (PUR-1728) CELLULAR REMOTE MONITORING FOR PUMPING STATIONS
Brandi Kentner, Director, Purchasing; Mark Bradshaw, Director, Environmental Management
7. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0186) FIRE TRAINING TOWER
Brandi Kentner, Director, Purchasing; Kevin Lewis, Director – Training and Quality Assurance/Quality Control, Emergency Services
- 11:00 AM 8. BID AWARD (PUR-1732) GRINDER PUMPS FOR THE DEPARTMENT OF WATER QUALITY (DWQ)
Carin Bakner, Buyer, Purchasing; Joe Moss, Deputy Director-Engineering, Environmental Management
- 11:05 AM 9. UPDATE GENERAL AGREEMENT WITH NATIONAL PARK SERVICE
Jaime Dick, Deputy Director- Parks & Recreation, Public Works
- 11:10 AM 10. JAIL BASED MEDICATION ASSISTED TREATMENT (MAT) PROGRAM – APPROVAL TO SUBMIT APPLICATION AND ACCEPT FUNDING AS AWARDED
Carsten Ahrens, Senior Grant Manager, Grant Management; Meaghan Willis, Program Director, Day Reporting Center
- 11:15 AM 11. PUBLIC SAFETY TELECOMMUNICATORS WEEK PROCLAMATION
Board of County Commissioners to Alan Matheny, Director, Emergency Management
- 11:20 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 individuals. (1). Confidential personnel matters to be discussed.*
- *Appointment to Agricultural Education Center Advisory Board*
 - *Presentation of Hiring Recommendation for Division of Solid Waste*
 - *Discussion of discipline of County employee.*

To consult with counsel to obtain legal advice on a legal matter (7). Providing legal advice to Board is covered by attorney/client privilege.

- *Discussion related to negotiation of amendment to contract and legal advice pertaining to amendment. Open session discussion of this item would weaken County bargaining position.*
- *Discussion of potential litigation and settlement discussion with counsel.*

Consult with staff, consultants or other individuals about pending litigation.

- *Discussion of settlement of County-involved litigation.)*

12:50 PM RECONVENE IN OPEN SESSION

ADJOURNMENT

Citizens' comments regarding the items on this Agenda or any other item of County business may be directed to the contactcommissioners@washco-md.net.

You may also contact each Commissioner individually at:

John F. Barr, President: jbarr@washco-md.net or (240) 313-2205;

Jeffrey A. Cline, Vice President: jcline@washco-md.net or (240) 313-2208;

Derek Harvey, Commissioner: dharvey@washco-md.net or (240) 313-2206;

Randall E. Wagner, Commissioner: rwagner@washco-md.net or (240) 313-2207.

Additionally, you may contact Michelle Gordon, County Administrator at mgordon@washco-md.net or (240) 313-2202.



Open Session Item

SUBJECT: Adequate Public Facilities Ordinance (APFO) Mitigation Request – Elmwood Farm Section 5D

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: William C. Wantz

RECOMMENDED MOTION: Motion to approve APFO mitigation request for Elmwood Farms Section 5D subdivision plat.

REPORT-IN-BRIEF: On February 27, 2024, the County Commissioners approved the request of Elmwood Farm to satisfy the school adequacy requirement of the APFO by making an alternate mitigation contribution (AMC) with respect to 22 lots comprising Section 5B of Elmwood Farm.

On September 17, 2024, the County Commissioners approved the request of Elmwood Farm to satisfy the school adequacy requirement of the APFO by making an alternate mitigation contribution (AMC) with respect to 13 lots comprising Section 5C of Elmwood Farm.

This request seeks a similar approval with respect to the remaining 19 lots comprising Section 5D.

The APFO permits use of the alternate mitigation contribution with respect to preliminary subdivision plats approved by the Planning Commission prior to July 1, 2005, with the concurrence of the Board of County Commissioners. See: legal analysis, letter of William C. Wantz to the Board of County Commissioners, January 6, 2024. The original Elmwood Farm preliminary plat was approved in February, 2005. See: Planning Commission Minutes February 7, 2005.

This request is identical to the two requests previously approved by the Board of County Commissioners and is applicable to the remaining lots in Section 5D. There are 19 lots in Section 5D, or 12 new lots replacing the previously platted configuration of Section 5.

DISCUSSION: See above.

FISCAL IMPACT: n/a

CONCURRENCES: n/a

ATTACHMENTS: Letter to Board of County Commissioners, January 26, 2024; preliminary plat excerpts depicting Elmwood Farm, Section 5C; County Commissioners' minutes, February 7, 2005

WILLIAM C. WANTZ
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(301) 733-7972

EMAIL
WANTZ@MAC.COM

January 26, 2024

Board of County Commissioners of
Washington County
c/o Kirk C. Downey, County Attorney
100 W Washington St, Ste 1101
Hagerstown MD 21740

Re: Elmwood Farm

Dear Commissioners:

I represent John Dallavalle and Jim Fitzgerald, the current successor developers of Elmwood Farm.

Following the guidance of Kirk Downey and Jill Baker, I am writing to request that the Board consider at a forthcoming public meeting the request of my clients on behalf of the landowner, Felix's Folly, LLC, to elect Alternate Mitigation Consideration (AMC) with regard to the remaining lots in the last phase of the Elmwood Farm residential development, based upon the provisions in bold below, allowing AMC election with respect to preliminary subdivision plat approved by the Planning Commission prior to July 1, 2005. The preliminary plat for Elmwood Farm was approved in February, 2005. Attorney Downey and Planning Director Baker have advised that the AMC provision in the Adequate Public Facilities Ordinance (APFO) may be applied to this development.

ARTICLE V - SCHOOLS

5.1 ADEQUACY

All residential new development shall be served by public schools that:

(a) Are currently adequate; or

(b) Have construction of additional capacity funded and scheduled for completion within the same school attendance area in the current or the next year of the approved Washington

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County Capital Improvement Program (CIP) following final plat or site plan approval. Adequate is defined in Section 5.4(a) or (b) below. The additional capacity funded and scheduled shall be exclusive of any capacity created pursuant to a developer-funded mitigation program; or

(c) Have been identified by the Board of Education (BOE) as part of an approved redistricting plan scheduled to occur in the same school year or the school year following final plat or site plan approval that will render the public schools adequate.

5.1.1 CAPACITY CREATED BY MITIGATION PROGRAM

Construction of capacity that is funded and to be created by a mitigation program may not be used in a determination of adequacy for any Developer other than the Developers who are parties to the mitigation program.

5.2 EXEMPTIONS

Article V of this Ordinance does not apply to:

- (a) New development to be developed exclusively for non-residential uses;
- (b) New development to be developed and managed according to the applicable regulations and guidelines of the Federal Fair Housing Act and the Housing for Older Persons Act;
- (c) Public or private elementary and secondary schools, and public safety facilities; or
- (d) Minor Subdivisions.

5.3 DATA ON WHICH ADEQUACY SHALL BE DETERMINED.

The BOE shall provide actual enrollment data to the Board of County Commissioners for the last school day of September, December, March and June and the State Rated Capacity for each elementary and secondary school.

5.4 DETERMINATION OF ADEQUACY

5.4.1 The Planning Commission shall determine whether public school facilities are adequate for the proposed new development upon recommendation by the Planning Department after evaluating enrollment information provided by the BOE. The Planning Commission shall determine that a school is adequate if the school has the capacity as follows:

(a) Elementary schools are adequate if the school has available capacity to accommodate student enrollment, including approved new development without exceeding 90% of the State Rated Capacity (SRC).

(b) Middle schools and high schools are adequate if the school has available capacity to accommodate student enrollment, including approved new development without exceeding the State Rated Capacity.

(c) Available capacity for individual schools shall be determined in accordance with Section 5.5, below.

(d) Final approval will not be granted for developments in the review process until schools obtain adequate status through the determination made according to the procedures described in Sections 5.5 and 5.8 below.

5.5 MEASURING FOR AVAILABLE CAPACITY

(a) Adequacy of every elementary, middle and high school serving the proposed development shall be tentatively measured at the time of preliminary consultation and preliminary plat review, and shall be finally measured and determined as of the date of final plat or site plan submission, or the first date upon which all necessary documentation and materials have been submitted, whichever occurs last, based upon data as published by the BOE.

(b) If approval has not been received from the Planning Commission within twelve (12) months of the date of plan submission, the most recent quarterly school enrollment data must be utilized by the Commission for APFO review unless a delay occurs not attributable to the applicant.

(c) For determining adequacy, enrollment shall mean the total of the BOE official enrollment figures, background enrollment, pupils generated from the proposed development, and pupils generated from other previously-approved developments, including developments in municipalities.

(d) On a biennial schedule, student yield from approved development may be subtracted from the equation to determine adequacy in an amount equal to the number yielded by the dwelling units constructed.

(e) Pupil generation rates shall be determined by the Board of County Commissioners with advice from and consultation with the BOE and shall reflect the characteristics of the school attendance area within which the proposed development is located.

5.6 OPTIONS FOR MITIGATION OF INADEQUATE SCHOOL CAPACITY

(a) If a school is not adequate as defined in Section 5.4.1 but does not exceed 120% of State Rated Capacity, a developer may choose to make an Alternate Mitigation Contribution (AMC) as defined and described in Section 5.8. A developer may not choose to make an Alternate Mitigation Contribution (AMC) if the existing enrollment in any school affected by the new development exceeds 120%.

(b) If a school is not adequate as defined in section 5.4.1 and an adjoining school district at the same level is at least twenty (20) percent below State Rated Capacity, then the applicant may request the BOE to determine the viability of redistricting to accommodate the new development. If the BOE determines that redistricting is a viable alternative, and the BOE approves a specific redistricting plan that would result in all the schools serving the proposed development meeting the standards established in Section 5.4.1, then the school shall be considered adequate.

(c) If a school is not adequate as defined in Section 5.4.1 and the developer has not chosen the AMC described in Section 5.6 (a) or the BOE has not approved a specific redistricting plan that would result in the school meeting the standards established in Section 5.4.1, then the final subdivision or site plan approval shall be denied, except as provided for in Section 9.3A of this Ordinance.

(d) Any Developer proposal to create improvements to meet adequacy shall be submitted to the Board of Education for recommendations and reviewed under any BOE adopted mitigation policy then in effect and be subject to the standards and review processes of the Interagency Committee on School Construction (IAC) of the Maryland Board of Public Works.

(e) Background enrollment growth will be extrapolated over the number of years for which approval is requested. Included in the calculations shall be any additional approved but unplatted major preliminary plan developments in the affected area which might impact the historical growth trend to make it inaccurate or obsolete.

(f) The Planning Commission may require phasing or an annual maximum build-out rate to plan for future adequacy.

5.7 RESIDENTIAL BUILDING PERMIT APPROVAL

5.7.1 The Board of County Commissioners shall have the authority to limit the number of building permits in any school attendance area. The decision to limit building permits shall be based on the recommendation of the Planning Commission Defined in §2.3.1.1 as follows:

The average annual impact of equated student enrollment changes during the preceding three (3) years in the school attendance areas serving the proposed development as determined in Section

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5.4 with appropriate adjustments made in the determination by the Board of Education to eliminate student enrollment changes caused solely by school redistricting.

Section 9.3A of the APFO, referenced in bold above, provides:

9.3A In its sole discretion, the Board of County Commissioners or its designee may approve a mitigation program that allows a development to proceed in a school district otherwise designated as inadequate for development under the following conditions:

(a) The Board of County Commissioners determines that approving this development benefits the community by:

(i) encouraging certain types of development that offer advantages to the community, including but not limited to the following:

- (1) development in designated revitalization areas;
- (2) renovation of abandoned or under-utilized structures;
- (3) affordable or workforce housing or community revitalization projects; or
- (4) **developments with preliminary plat approval prior to July 1, 2005.**

Since the current developer did not have documents confirming the date of preliminary plat approval, an investigation was undertaken, in which the Planning Staff assisted, finally confirming through archived Planning Commission minutes that the approval occurred in February, 2005, and thus, before July 1 of that year, invoking the relief provided above.

This past Wednesday afternoon, January 24, 2024, in a conference call with County Attorney Kirk Downey and Planning Director Jill Baker, it was confirmed by the Planning Director and County Attorney that, in view of the approval by the Planning Commission of the preliminary subdivision plat prior to July 1, 2005, the project is eligible for Alternate Mitigation Contribution (AMC) relief under §5.8 of the APFO, which provides:

5.8 ALTERNATE MITIGATION CONTRIBUTION (AMC)

(a) When any school affected by the new development exceeds adequate capacity as defined in Section 5.4.1 but does not exceed 120% of its State Rated Capacity, a developer may choose to make an Alternate Mitigation Contribution as described and calculated below.

(b) The formula to calculate the Alternate Mitigation Contribution (AMC) is $(A/B \times C) \times D \times E = AMC$, where "A" is the average cost of a school seat; "B" is the expected lifespan of a school or seat; "C" is the average pupil generation rate attributable to the type of dwelling units proposed as set by resolution and referenced in Section 5.5(e); "D" is the years a

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student spends in the school system (e.g., 13 years); and "E" is the number of dwelling units, per type (i.e., single family, apartment, and/or town home), proposed in the new development.

(c) The formula in Section 5.8(b) above shall be applied for each type of dwelling unit comprising the new development. The sum of all calculations for each type of dwelling unit will be the total AMC due for the proposed development.

(d) When the Alternate Mitigation Contribution is required in order to achieve final plat or site plan approval, the County will notify the applicant of the amount due at the time that it is determined the final plat or site plan is complete and ready for an unconditional approval. The AMC shall be paid in full to the County prior to affixation of the signature evidencing the Planning Commission's approval of the site plan or final subdivision plat.

(e) The actual factor values to be used in the formula specified in Section 5.8(b) above shall be established by resolution of the Board. The factor values shall be reviewed by the Board at its discretion, but at least by the end of every second year of each term of office.

(f) Any sums paid as an AMC are not refundable.

We are available to participate in a meeting of the Board of County Commissioners, at your earliest convenience. My clients are available to participate in meetings identified by Mr. Downey currently scheduled for February 13 and 27, 2024.

Many thanks for your consideration of this request.

Very truly yours,



William C. Wantz

WCW/psm

STANDARD NOTES:

- A DRAINAGE AND UTILITY EASEMENT IS GRANTED ALONG ALL PROPERTY LINES, EXCEPT (8) FEET WIDE ALONG REAR / SIDE YARDS AND TEN (10) FEET WIDE ALONG FRONT YARDS FOR PURPOSES OF DRAINAGE AND PUBLIC UTILITIES.
- A PUBLIC WORKS AGREEMENT AND PERFORMANCE SECURITY WILL BE REQUIRED FOR ALL IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY THAT ARE NOT OTHERWISE REGULATED UNDER A UTILITY PERMIT OR ENTRANCE PERMIT.
- IN CONFORMANCE WITH THE STORMWATER MANAGEMENT ORDINANCE OF WASHINGTON COUNTY, A PERFORMANCE SECURITY AND MAINTENANCE AGREEMENT SHALL BE REQUIRED FROM THE DEVELOPER FOR ANY PROPOSED SW FACILITY PRIOR TO THE ISSUANCE OF ANY BUILDING OR GRADING PERMIT FOR CONSTRUCTION FOR THESE PLANS.
- A UTILITY PERMIT WILL BE REQUIRED FOR ANY PROPOSED UTILITY WORK LOCATED WITHIN THE COUNTY RIGHT-OF-WAY.
- ALL GRADING ON THE LOT / PARCEL, EITHER BEFORE OR AFTER THE CONSTRUCTION OF A DWELLING OR APPLIANCE, SHALL BE THE FULL RESPONSIBILITY OF THE LOT / PARCEL OWNER.
- A COMPLETE SET OF APPROVED PLANS AND A COPY OF THE GRADING PERMIT MUST BE ON SITE AND AVAILABLE FOR USE BY THE INSPECTOR, OR OTHER REPRESENTATIVE OF WASHINGTON COUNTY DIVISION OF PUBLIC WORKS.
- THIS PROJECT WILL REQUIRE A THIRD PARTY QUALIFIED PROFESSIONAL TO BE PRESENT AT THE PRECONSTRUCTION MEETING SCHEDULED WITH WASHINGTON COUNTY DEPARTMENT OF PUBLIC WORKS AND THE WASHINGTON COUNTY SOIL CONSERVATION DISTRICT. CONSTRUCTION INSPECTION WILL BE REQUIRED FOR THIS PROJECT FOR THE "POURWALL AND STORMWATER MANAGEMENT CONSTRUCTION VERIFICATION PROCEDURES" DATED OCTOBER 17, 2008.
- DEVELOPER / CONTRACTOR MUST CONTACT THE CERTIFYING ENGINEER AND THE COUNTY AT LEAST 5 DAYS PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE AND COORDINATE INSPECTION TIMETABLES.
- NO PERMANENT STRUCTURES (E.G., FENCES, SHEDS, PLAY EQUIPMENT, RETAINING WALLS) SHALL BE PERMITTED WITHIN ANY STORMWATER DRAINAGE EASEMENT ON THIS PROPERTY.

GENERAL NOTES

- ALL CONSTRUCTION METHODS AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE WASHINGTON COUNTY ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS, THE LATEST EDITION OF WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY STANDARDS AND SPECIFICATIONS, THE WASHINGTON COUNTY PLUMBING CODE, THE CITY OF HAGERSTOWN WATER & SEWER DEPARTMENT PROCEDURES AND REGULATIONS, AND THE STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION BOOK OF STANDARDS.
- INFORMATION CONCERNING UNDERGROUND UTILITIES WAS OBTAINED FROM AVAILABLE RECORDS, BUT THE CONTRACTOR MUST DETERMINE THE EXACT LOCATIONS AND DEPTHS OF THE UTILITIES IN ADVANCE OF TRENCHING.
- TOPOGRAPHY SHOWN HEREON FROM PHOTOGRAMMETRY DATED JULY 30, 2002 BY KEDDAL AERIAL MAPPING.
- CONTRACTOR SHALL NOTIFY MASS UTILITY AT 1-800-257-7777 AND ALL UTILITIES WITH FACILITIES WITHIN THE PROJECT AREA FORTY-EIGHT (48) HOURS PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR SHALL VERIFY EXISTING CONDITIONS BEFORE BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION STAKING IS APPROXIMATE AND CAN BE ADJUSTED UP TO FIVE (5) FEET TO MEET FIELD CONDITIONS. CONTACT FOX & ASSOCIATES, INC. PRIOR TO MAKING PLAN MODIFICATIONS GREATER THAN FIVE (5) FEET.
- JOB SITE SAFETY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- ALL WATER LINE FITTINGS, VALVES AND PIPE HYDRANTS SHALL BE CASTLE IRON WITH MECHANICAL JOINT (M.J.) CONNECTIONS CONFORMING TO THE CITY OF HAGERSTOWN WATER DEPARTMENT REQUIREMENTS.
- INSTALL AT LEAST TWO (2) FEET OF PIPE BETWEEN ALL WATERLINE FITTINGS.
- SHOULD THE CONTRACTOR DISCOVER DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY TO RESOLVE THE SITUATION. SHOULD THE CONTRACTOR MAKE FIELD CORRECTIONS OR ADJUSTMENTS WITHOUT NOTIFYING THE ENGINEER, THEN THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR THOSE CHANGES.
- THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT THE FACILITIES OF ADJACENT PROPERTY OWNERS AND UTILITIES DURING CONSTRUCTION.
- BENCHMARK = TRAV. PT. #19314, MAG NAIL, ELEV. = 565.17, LOCATED IN WALKER DRIVE NEAR LOT 165. TRAV. PT. #60857, CAPPED REBAR, ELEV. = 480.65, LOCATED SOUTH SIDE OF KENDLE ROAD NEAR PROPOSED HIGHWAY 68 INTERSECTION. TRAV. PT. #71748, CAPPED REBAR, ELEV. = 470.51, LOCATED SOUTH SIDE OF KENDLE ROAD.
- THE WASHINGTON COUNTY SOIL SURVEY, ISSUED 2002, DOES NOT IDENTIFY ANY THREE (3) DOT INTERMITTENT STREAMS WITHIN THE PROPOSED L.O.D.
- THE SITE IS AFFECTED BY THE 100 YEAR FLOOD PLAN AS SHOWN ON PLANS PER DFRM MAP 24043002830 EFFECTIVE DATE AUGUST 15, 2017. THE FLOODPLAIN IS OUTSIDE THE LIMITS OF DISTURBANCE AND NO DISTURBANCE OF THE FLOODPLAIN IS PROPOSED.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES & REGULATIONS RELATED TO SHEETING AND/OR SHEETING FOR UTILITY TRENCH CONSTRUCTION.
- THERE ARE NO KNOWN WETLANDS ON THIS SITE.
- A SET OF APPROVED PLANS MUST BE KEPT ON THE JOB SITE AT ALL TIMES.
- FOREST CONSERVATION REQUIREMENTS FOR ELMWOOD FARM SUBDIVISION HAVE BEEN MET WITH PLANTING AREAS AS SHOWN ON SHEETS 33 & 34 OF REVISED PRELIMINARY PLAT AND IMPROVEMENT PLANS FOR ELMWOOD FARM PHASE 4 & 5 (PP-20-001).

STORMWATER MANAGEMENT NARRATIVE

THIS PROJECT IS BEING DESIGNED TO MEET THE MARYLAND STORMWATER ACT OF 2007 WHICH SUPPLEMENTS THE ORIGINAL 2000 MARYLAND DESIGN MANUAL. ENVIRONMENTAL SITE DESIGN (ESD) TECHNIQUES MUST NOW BE PROVIDED THROUGH STRUCTURAL AND NON-STRUCTURAL PRACTICES AT THE SOURCE TO THE MAXIMUM EXTENT PRACTICAL (MEP).

A CHAPTER 3 STRUCTURAL STORMWATER MANAGEMENT FOND EXISTS TO THE SOUTH OF SECTION 5D IDENTIFIED AS "FOND #1". THIS EXISTING FACILITY WAS DESIGNED TO PROVIDE COMPLETE RUNOFF QUANTITY AND QUALITY CONTROL FOR THE DRAINAGE AREA WHICH IT SERVES, INCLUDING SECTION 5D. THE 2004 DESIGN PROVIDED THE REQUIRED WQV, RRV, AND CVP AS WELL AS FULL PEAK RATE CONTROL TO ITS DESIGNATED FOND. THE REVISED LAYOUT OF SECTION 5D AS PART OF THIS PLAN RESULTS IN A DECREASE OF OVERALL AREA AND INTERFACES COVER TO FOND #1 FROM THE 2004 DESIGN.

THEREFORE, THE DEVELOPMENT OF SECTION 5D WILL BE ENTIRELY CONTROLLED BY FOND #1 FOR BOTH QUANTITY AND QUALITY CONTROL.

| ESD PRACTICES SUMMARY TABLE | | | | | | |
|---|-----|----------------------|---------------------------------|-------------|--------------------------|------------------|
| CONSTRUCTION TYPE (NEW, REDEVELOPMENT, RESTORATION) | | | | | | |
| ESD PRACTICES (CHAPTER 5 - NON-STRUCTURAL & STRUCTURAL) | | | | | | |
| TYPE | NO. | DA TO STRUCTURE (AC) | IMPERVIOUS DA TO STRUCTURE (AC) | WQV (AC-FT) | ESD _v (AC-FT) | FE ADDRESSED (N) |
| E-2 | 1 | 188.52 | 8.77 | | 1.60 | 1.12 |
| NON-ESD PRACTICES (CHAPTER 3 - STRUCTURAL PRACTICES) | | | | | | |
| TYPE | NO. | DA TO STRUCTURE (AC) | IMPERVIOUS DA TO STRUCTURE (AC) | WQV (AC-FT) | ESD _v (AC-FT) | FE ADDRESSED (N) |
| | | | | | | |

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ESTIMATED PROJECT SCHEDULE

| | |
|---------------------------|-------------|
| PRELIMINARY PLAT APPROVAL | JUNE 2024 |
| GRADING PERMIT ISSUANCE | JULY 2024 |
| START SITE CONSTRUCTION | JULY 2024 |
| FINAL PLAT RECORDATION | AUGUST 2024 |

OWNER/DEVELOPER
 FELN'S FOLLY, LLC
 C/O JOHN DALLAVALLE
 8 EAST SECOND STREET, SUITE 101
 FREDERICK, MD 21701
 (301) 695-0650
 john@dallavallefinancial.com

FOX & ASSOCIATES, INC.
 ENGINEERS • SURVEYORS • PLANNERS
 981 MT. AETHA ROAD
 HAGERSTOWN, MD. 21740
 PHONE: (301)733-8503
 or (301)416-7250
 FAX: (301)733-1853
 www.foxassocofc.com Email: fox@foxassocofc.com

FOX & ASSOCIATES INC.
 Est. 1966
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REVISED PRELIMINARY PLAT and IMPROVEMENT PLANS

ELMWOOD FARM SECTION 5D

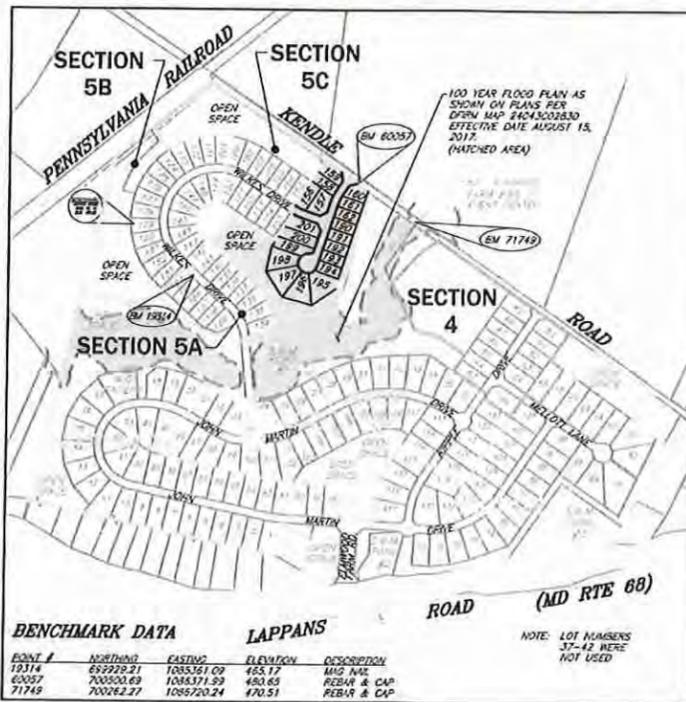
LOTS 156-162, AND 190-201

19 SINGLE FAMILY LOTS

SITUATE NORTH OF LAPPANS ROAD (MD RTE 68)

ELECTION DISTRICT No. 2

WASHINGTON COUNTY, MARYLAND



LOCATION MAP
SCALE: 1" = 500'

CITY OF HAGERSTOWN UTILITIES DEPARTMENT - WATER DIVISION

THIS APPROVAL IS FOR THE DESIGN AND LAYOUT OF THE PROPOSED WATER SYSTEM IMPROVEMENTS. ALL WATER SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED TO THE STANDARDS IN EFFECT AT THE TIME OF CONSTRUCTION. THIS APPROVAL DOES NOT GUARANTEE AVAILABILITY OF WATER SERVICE. WATER SERVICE IS AVAILABLE SUBJECT TO CONFORMANCE WITH ALL RULES AND REGULATIONS IN EFFECT AT THE TIME OF APPLICATION FOR SERVICE. PAYMENT OF FEES AND APPROVAL OF THE WATER SERVICE APPLICATION. THE WATER DIVISION DOES NOT GUARANTEE A SPECIFIC WATER PRESSURE OR FLOW AT ANY METER OR FIRE HYDRANT. THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR.

WASHINGTON COUNTY DIVISION OF ENGINEERING

CONSTRUCTION PERMIT NOTE
 A CONSTRUCTION PERMIT SHALL BE OBTAINED FROM THE CITY OF HAGERSTOWN UTILITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING CONSTRUCTION OF THE WATERLINE. CONTACT THE UTILITIES ENGINEERING DEPARTMENT AT 301-739-8577 EXT. 653 FOR THE PERMIT APPLICATION.

NOTE: THIS PRELIMINARY PLAT (PP-24-000) HAS BEEN SUBMITTED TO REVISE SECTION 5 OF ELMWOOD SUBDIVISION PRELIMINARY PLAT PP-20-001 UPON APPROVAL OF THIS SET OF PLANS, PP-24-001 WILL REMAIN IN EFFECT FOR SECTIONS 6A, 6B, & 6C ONLY.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THIS PLAN IS CORRECT AND FURTHER THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THIS SURVEY WAS PERFORMED.
 DATE: 02/24/2024
 GEORGE E. NAGEL
 PROFESSIONAL LAND SURVEYOR
 MARYLAND REGISTRATION NO. 21052
 EXPIRATION/RENEW DATE: 03/24/2024

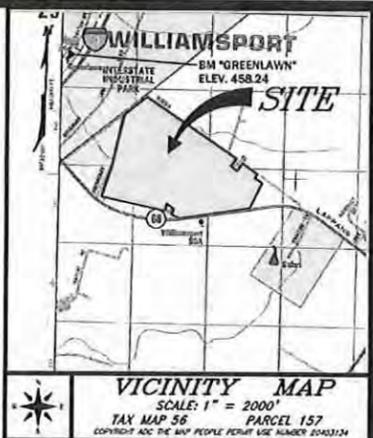
WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY
 THIS APPROVAL IS FOR GENERAL CONFORMANCE WITH THE COUNTY'S REQUIREMENTS FOR DESIGN AND LAYOUT OF PROPOSED SEWER AND/OR WATER SYSTEM IMPROVEMENTS OR EXTENSIONS. ALL SEWER AND/OR WATER SYSTEM IMPROVEMENTS OR EXTENSIONS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE COUNTY'S LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SANITARY SEWERS AND/OR WATER LINES. THIS APPROVAL DOES NOT GUARANTEE AVAILABILITY OF SEWER AND/OR WATER SERVICE. SEWER AND/OR WATER SERVICE AVAILABILITY IS SUBJECT TO CONFORMANCE WITH ALL RULES, POLICIES, AND REGULATIONS ESTABLISHED BY THE COUNTY AND IN EFFECT AT THE TIME OF APPLICATION FOR SERVICE IS MADE, AND/OR THE AVAILABILITY OF ALLOCATION REMAINING IN OTHER JURISDICTIONS' FACILITIES THAT MAY BE GRANTED TO THE COUNTY. THIS APPROVAL SHALL BE VALID FOR A PERIOD OF TWO YEARS.
 BY: _____ DATE: _____

THIS PLAN/PLAT HAS BEEN REVIEWED BY THE WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY FOR INCLUSION INTO THE COUNTY CAPACITY MANAGEMENT PLAN FOR THE SYSTEM THAT SERVES THIS PROJECT. ALLOCATION GRANTED FOR CONSTRUCTION SHOWN ON THIS PLAN/PLAT SHALL BE IN ACCORDANCE WITH THE CAPACITY MANAGEMENT PLAN DEVELOPED FOR THIS SYSTEM BASED ON AVAILABILITY OF ALLOCATION REMAINING IN THE FACILITY.
 WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY DATE: _____

ENGINEER'S STORMWATER MANAGEMENT AS-BUILT CERTIFICATION
 I VERIFY AND AFFIRM THAT THE CONSTRUCTION FOR THE STORMWATER MANAGEMENT FACILITIES AS PERFORMED EITHER MEETS OR EXCEEDS THE REQUIREMENTS AND DESIGN INTENT OF THIS PLAN, INCLUDING ALL SPECIFICATIONS AND REFERENCED STANDARDS, AND HAS BEEN COMPLETED IN ACCORDANCE WITH GOOD CONSTRUCTION PRACTICES. I ALSO VERIFY AND AFFIRM THAT I HAVE REVIEWED THE CONSTRUCTION INSPECTION DOCUMENTATION AND THE AS-BUILT INFORMATION, THAT IT HAS BEEN DONE IN ACCORDANCE WITH WASHINGTON COUNTY REQUIREMENTS AND AT A LEVEL DEEMED NECESSARY TO ASSURE THE VERIFICATION MADE HEREON, AND ALL DISCREPANCIES BETWEEN THE AS-BUILT INFORMATION AND APPROVED PLANS HAVE BEEN NOTED AND ARE CONSIDERED ACCEPTABLE BY THE CONSULTANT.
 NAME: _____ DATE: _____

ENGINEER'S AS-BUILT STREET CERTIFICATION
 I VERIFY AND AFFIRM THAT THE STREET CONSTRUCTION AS PERFORMED EITHER MEETS OR EXCEEDS THE REQUIREMENTS AND DESIGN INTENT OF THIS PLAN, INCLUDING ALL SPECIFICATIONS AND REFERENCED STANDARDS, AND HAS BEEN COMPLETED IN ACCORDANCE WITH GOOD CONSTRUCTION PRACTICES. I ALSO VERIFY AND AFFIRM THAT I HAVE REVIEWED THE CONSTRUCTION INSPECTION DOCUMENTATION AND THE AS-BUILT INFORMATION, THAT IT HAS BEEN DONE IN ACCORDANCE WITH WASHINGTON COUNTY REQUIREMENTS AND AT A LEVEL DEEMED NECESSARY TO ASSURE THE VERIFICATION MADE HEREON, AND ALL DISCREPANCIES BETWEEN THE AS-BUILT INFORMATION AND APPROVED PLANS HAVE BEEN NOTED AND ARE CONSIDERED ACCEPTABLE TO THE CONSULTANT.
 SIGNATURE: _____ DATE: _____ SEAL: _____

WASHINGTON COUNTY DIVISION OF ENGINEERING



ADC MAP 25
 GRID 2A, 2B, 2C
 3A, 3B, 3C

VICINITY MAP
 SCALE: 1" = 2000'
 TAX MAP 56 PARCEL 157
 COPYRIGHT AND THE MAP PEOPLE PERMIT USE NUMBER 2003024

AGENCY & UTILITY CONTACTS

| | |
|--|-------------------------------|
| COUNTY D.R.M. - ENGINEERING AND CONSTRUCTION | (240) 313-2400 |
| CITY UTILITIES DEPT. WATER & SEWER DIV. | (301) 733-8577 X 653 |
| PHOTONIC EDISON | MILLER IRWIN (301) 558-5268 |
| WASH. CO. SO2 | DENISE PRICE (301) 737-6821 |
| ARTETUM CABLE | KEVIN BOGARD (301) 797-1835 |
| VERIZON | AILEE LUCOWICZ (301) 750-7135 |
| COLLAGIA GAS | YOUNG DRIFTIN (301) 440-6111 |

DISTURBED AREA QUANTITIES
 THE TOTAL AREA TO BE DISTURBED SHOWN ON THESE PLANS HAS BEEN DETERMINED TO BE APPROXIMATELY 2.68 ACRES AND THE TOTAL AMOUNT OF EXCAVATION AND FILL AS SHOWN ON THESE PLANS HAS BEEN COMPUTED TO BE APPROXIMATELY 10,660 C.Y. OF EXCAVATION AND 9,750 C.Y. OF FILL.
 * THESE QUANTITIES ARE APPROXIMATE AND SHALL NOT BE USED BY THE CONTRACTOR FOR BIDDING PURPOSES.

UTILITY NOTIFICATION
 THE SOIL CONSERVATION DISTRICT MAKES NO REPRESENTATION AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES AT THE CONSTRUCTION SITE. SHOWN ON THESE CONSTRUCTION DRAWINGS ARE THOSE UTILITIES WHICH HAVE BEEN IDENTIFIED. IT IS THE RESPONSIBILITY OF THE LANDOWNERS OR OPERATORS AND CONTRACTORS TO ASSURE THEMSELVES THAT NO HAZARD EXISTS OR DAMAGE TO UTILITIES. IF IT IS SUGGESTED THAT MISS UTILITY BE CONTACTED AT: PHONE NO. 1-800-257-7777.

ENGINEER PROFESSIONAL CERTIFICATION
 I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
 NAME: _____ LICENSE NO. 27053 EXPIRATION DATE 1/25/2028
 SIGNATURE: _____

ENGINEER/ARCHITECT DESIGN CERTIFICATION
 I HEREBY CERTIFY THAT THE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH LOCAL ORDINANCES, COMAR 26.17.01.07, MARYLAND STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL.
 DATE: Sep 18, 2024 REG. NO. 27053 SIGNATURE: _____

OWNER/DEVELOPER CERTIFICATION - DPW
 I/WE HEREBY CERTIFY THAT ALL CLEARING, GRADING, CONSTRUCTION AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND IN ACCORDANCE WITH THE STORMWATER MANAGEMENT ORDINANCE OF WASHINGTON COUNTY AND THE POLICY ON CONSTRUCTION OF SUBDIVISION INFRASTRUCTURE FOR ACCEPTANCE AND OWNERSHIP BY WASHINGTON COUNTY (S-1).
 9/18/24 Feln's Folly, LLC Planning Member John Dallavalle John J. Dallavalle
 DATE PRINTED NAME SIGNATURE

OWNER/DEVELOPER CERTIFICATION - SCD
 I/WE CERTIFY ALL ANY PARTIES RESPONSIBLE FOR CLEARING, GRADING, CONSTRUCTION AND/OR DEVELOPMENT WILL BE DONE PURSUANT TO THIS PLAN AND RESPONSIBLE PERSONNEL INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATE OF TRAINING AT A MARYLAND DEPARTMENT OF THE ENVIRONMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SOIL EROSION AND SEDIMENT.
 9/18/24 Feln's Folly, LLC Planning Member John Dallavalle John J. Dallavalle
 DATE PRINTED NAME SIGNATURE

WASHINGTON COUNTY SOIL CONSERVATION DISTRICT

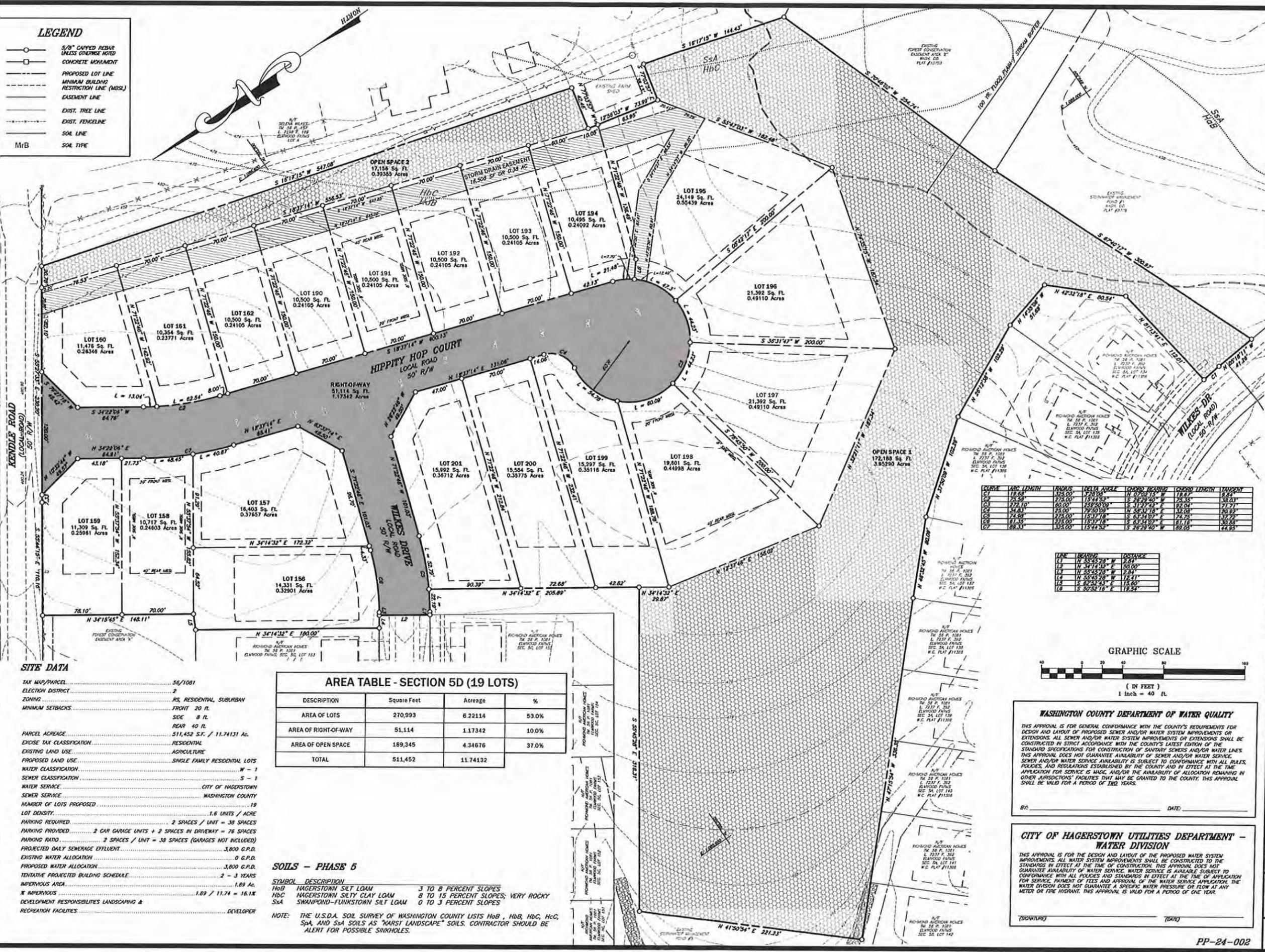
LEGEND

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MrB

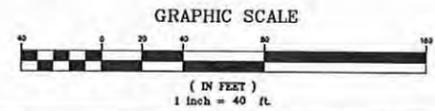


FOX & ASSOCIATES, INC.
 ENGINEERS • SURVEYORS • PLANNERS
 82 WORMANS MILL COURT
 HAGERSTOWN, MD 21740
 PHONE: (301)733-8503
 or (301)416-7250
 FAX: (301)733-1853
 www.foxandassociates.com



| CURVE | ARC LENGTH | CHORD | CHORD BEARING | CHORD LENGTH | CHORD BEARING |
|-------|------------|---------|----------------|--------------|---------------|
| C1 | 18.68' | 18.68' | N 0°00'00\"/> | 18.68' | 0°00'00\"/> |
| C2 | 25.50' | 25.50' | S 90°00'00\"/> | 25.50' | 90°00'00\"/> |
| C3 | 172.10' | 172.10' | S 25°00'00\"/> | 172.10' | 25°00'00\"/> |
| C4 | 34.81' | 34.81' | N 55°17'00\"/> | 34.81' | 55°17'00\"/> |
| C5 | 74.98' | 74.98' | S 63°34'07\"/> | 74.98' | 63°34'07\"/> |
| C6 | 81.51' | 81.51' | N 15°37'18\"/> | 81.51' | 15°37'18\"/> |
| C7 | 89.31' | 89.31' | S 26°29'40\"/> | 89.31' | 26°29'40\"/> |

| LINE | BEARING | LENGTH |
|------|----------------|--------|
| L1 | N 25°00'00\"/> | 12.50' |
| L2 | N 34°14'32\"/> | 50.00' |
| L3 | N 55°45'20\"/> | 12.84' |
| L4 | N 15°37'18\"/> | 11.71' |
| L5 | S 63°34'07\"/> | 15.60' |
| L6 | S 26°29'40\"/> | 18.54' |



SITE DATA

| | |
|--|---|
| TAX MAP/PARCEL | 56/1081 |
| ELECTION DISTRICT | 2 |
| ZONING | RS, RESIDENTIAL SUBURBAN |
| MINIMUM SETBACKS | FRONT 20 ft SIDE 8 ft REAR 10 ft |
| PARCEL ACREAGE | 511,452 SF. / 11.74131 AC. |
| EXPOSED TAX CLASSIFICATION | RESIDENTIAL |
| EXISTING LAND USE | AGRICULTURE |
| PROPOSED LAND USE | SINGLE FAMILY RESIDENTIAL LOTS |
| WATER CLASSIFICATION | M - 1 |
| SEWER CLASSIFICATION | S - 1 |
| WATER SERVICE | CITY OF HAGERSTOWN |
| SEWER SERVICE | WASHINGTON COUNTY |
| NUMBER OF LOTS PROPOSED | 19 |
| LOT DENSITY | 1.6 UNITS / ACRE |
| PARKING REQUIRED | 2 SPACES / UNIT = 38 SPACES |
| PARKING PROVIDED | 2 CAR GARAGE UNITS + 2 SPACES IN DRIVEWAY = 76 SPACES |
| PARKING RATIO | 2 SPACES / UNIT = 38 SPACES (GARAGES NOT INCLUDED) |
| PROJECTED DAILY SEWERAGE EFFLUENT | 3,800 G.P.D. |
| EXISTING WATER ALLOCATION | 0 G.P.D. |
| PROPOSED WATER ALLOCATION | 3,800 G.P.D. |
| TENTATIVE PROJECTED BUILDING SCHEDULE | 2 - 3 YEARS |
| IMPERVIOUS AREA | 1.89 / 11.74 = 16.1% |
| DEVELOPMENT RESPONSIBILITIES LANDSCAPING & RECREATION FACILITIES | DEVELOPER |

AREA TABLE - SECTION 5D (19 LOTS)

| DESCRIPTION | Square Feet | Acreage | % |
|----------------------|-------------|----------|-------|
| AREA OF LOTS | 270,993 | 6.22114 | 53.0% |
| AREA OF RIGHT-OF-WAY | 51,114 | 1.17342 | 10.0% |
| AREA OF OPEN SPACE | 189,345 | 4.34676 | 37.0% |
| TOTAL | 511,452 | 11.74132 | |

SOILS - PHASE 5

| | | |
|--------|------------------------------|------------------------------------|
| SYMBOL | DESCRIPTION | SLOPES |
| HbB | HAGERSTOWN SILT LOAM | 3 TO 8 PERCENT SLOPES |
| HbC | HAGERSTOWN SILTY CLAY LOAM | 8 TO 15 PERCENT SLOPES; VERY ROCKY |
| SsA | SWANPOND-FUNKSTOWN SILT LOAM | 0 TO 3 PERCENT SLOPES |

NOTE: THE U.S.D.A. SOIL SURVEY OF WASHINGTON COUNTY LISTS HbB, HbC, HbC, SsA, AND SsA SOILS AS "HARST LANDSCAPE" SOILS. CONTRACTOR SHOULD BE ALERT FOR POSSIBLE SINKHOLES.

WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY

THIS APPROVAL IS FOR GENERAL CONFORMANCE WITH THE COUNTY'S REQUIREMENTS FOR DESIGN AND LAYOUT OF PROPOSED SEWER AND/OR WATER SYSTEM IMPROVEMENTS OR EXTENSIONS. ALL SEWER AND/OR WATER SYSTEM IMPROVEMENTS OR EXTENSIONS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE COUNTY'S LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SANITARY SEWERS AND/OR WATER LINES. THIS APPROVAL DOES NOT GUARANTEE AVAILABILITY OF SEWER AND/OR WATER SERVICE. SEWER AND/OR WATER SERVICE AVAILABILITY IS SUBJECT TO CONFORMANCE WITH ALL RULES, POLICIES, AND REGULATIONS ESTABLISHED BY THE COUNTY AND IN EFFECT AT THE TIME APPLICATION FOR SERVICE IS MADE, AND/OR THE AVAILABILITY OF ALLOCATION REMAINING IN OTHER JURISDICTIONS' FACILITIES THAT MAY BE GRANTED TO THE COUNTY. THIS APPROVAL SHALL BE VALID FOR A PERIOD OF TWO YEARS.

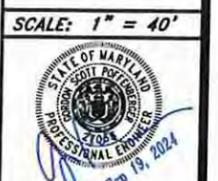
BY: _____ DATE: _____

CITY OF HAGERSTOWN UTILITIES DEPARTMENT - WATER DIVISION

THIS APPROVAL IS FOR THE DESIGN AND LAYOUT OF THE PROPOSED WATER SYSTEM IMPROVEMENTS. ALL WATER SYSTEM IMPROVEMENTS SHALL BE CONSTRUCTED TO THE STANDARDS IN EFFECT AT THE TIME OF CONSTRUCTION. THIS APPROVAL DOES NOT GUARANTEE AVAILABILITY OF WATER SERVICE. WATER SERVICE IS AVAILABLE SUBJECT TO CONFORMANCE WITH ALL RULES AND STANDARDS IN EFFECT AT THE TIME OF APPLICATION FOR SERVICE. PAYMENT OF FEES AND APPROVAL OF THE WATER SERVICE APPLICATION. THE WATER DIVISION DOES NOT GUARANTEE A SPECIFIC WATER PRESSURE OR FLOW AT ANY METER OR FIRE HYDRANT. THIS APPROVAL IS VALID FOR A PERIOD OF ONE YEAR.

(SIGNATURE) _____ (DATE) _____

PRELIMINARY PLAT - SECTION 5D
ELMWOOD FARM
REDESIGN SECTION 5D
 SITUATE ALONG BOTH SIDES OF ALL STAR COURT
 WASHINGTON COUNTY, MARYLAND



I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
 LICENSE NO. 27053 EXP. DATE 12/31/26

PROJECT NO. 23-51258
 DRAWING NO. D-9280
 DATE: NOVEMBER 2023
 DRAWN BY: RLB
 CHECKED BY: GSP

**WASHINGTON COUNTY PLANNING COMMISSION
REGULAR MEETING – FEBRUARY 7, 2005**

The Washington County Planning Commission held its regular meeting on Monday, February 7, 2005, in the County Administrative Annex Conference Room.

Members present were: Chairman, Don Ardinger; Vice Chairman, R. Ben Clopper, and Members: Bernard Moser, George Anikis, Terry Reiber, Linda Parrish, and Ex-Officio, James F. Kercheval. Staff members: Planning Director, Michael Thompson; Senior Planners, Timothy A. Lung and Lisa K. Pietro; and Associate Planners Jill Baker and Misty Wagner-Grillo.

CALL TO ORDER

The Chairman called the meeting to order at 7:00 p.m.

Before proceeding, Mr. Thompson stated that the Preliminary Consultation for Seneca Ridge had been withdrawn and would be omitted from the agenda.

MINUTES

Mr. Anikis made a motion to approve the regular meeting minutes of January 10, 2005, as amended. Seconded by Mr. Clopper. Unanimously approved.

NEW BUSINESS

- SUBDIVISIONS:

Rose Hill Manor

Ms. Baker presented for review and approval the preliminary plat for Rose Hill Manor. The property is 69.4 acres and is zoned RS. The developer is proposing 133 single-family units ranging from .23 acres to 2.12 acres. The property will be served by public water and sewer. Storm water management will be a storm water pond. Two access points will be created off Longmeadow Road. Sidewalks are proposed along the perimeter of the development. Paramount Elementary, Northern Middle and North High schools service this area. At this time, Paramount Elementary is over capacity. The development will be tested again at final plat stage for adequacy. Long Meadow Fire Company and Community Rescue Services serve this area. Forest Conservation will be met by retention of 12.48 acres of existing forest, as well as 3 planting areas totaling 3.81 acres. Approval from the City Water and Sewer Department is still pending. There was some discussion regarding water and sewer allocations from the city. Mr. Kercheval stated that allocations for the County are limited at this time. Even with approval from the Planning Commission, there are no guarantees that build out will be at the rate the developer desires. Balances in economic development issues may take some precedence over residential development; however, the Commission will continue to work toward dividing allocations as fairly as possible.

Mr. Clopper made the motion to grant preliminary plat approval contingent upon city water and sewer. Seconded by Mr. Reiber. Unanimously approved.

Elmwood Farms

Ms. Pietro presented for review and approval the preliminary plat for Elmwood Farm. The property is located along the north side of Lappans Road and south of Kendle Road. Zoning is Agriculture. A concept plan was presented in 2002 on this property. The developer is proposing 174 single-family lots approximately ½ acre in size. Total area of development is 169 acres with no remaining lands. All lots will be served by public streets with the main entrance to the subdivision being off of Lappans Road. A minor connection will be located on Kendle Road. All lots will be served by city water and county sewer. Forest Conservation Ordinance requirements will be met by planting 24 1/2 acres. The trees will be planted primarily along the existing 100 year floodplain area. Total open space is 45 acres. All open space areas will be maintained by the Homeowner's Association. Four storm water management ponds will serve the site. Sidewalks will be installed along one side of new streets. All agency approvals have been received. The provision of sidewalks was a major concern for safety reasons.

Fountain Rock Elementary would serve this area and is over capacity at this time. APFO fees were discussed relative to capacity issues. If fees are paid and the county stops development due to capacity issues, the builder will not lose money already paid for APFO fees. Money will not be refunded, however, it will be held until the capacity issue at that particular school has been resolved.

Mr. Moser made a motion to approve the preliminary plat subject to all agency approvals, agreement on the APFO school issue, revisions on the plat to show the sidewalks on at least one side of the street. In addition, Mr. Ardinger made a motion to accept the forest conservation plan as accepted on the plat. Seconded by Mr. Reiber. Unanimously approved.

Discussion: Mr. Ardinger would like to give approval to all future Forest Conservation Plans by virtue of approval of the plat as presented. If Forest Conservation plan is contested, then approval will be given separately.

Hunter's Green Business Park

Ms. Pietro presented for review and approval the preliminary/final plat for Lots 3 and 4 of Hunter's Green Business Park. The site is located in the northwest corner of Halfway Boulevard and Blake Road. The property is zoned HI-1. The developer is creating two lots for commercial development. Lot 3 is 7.2 acres and Lot 4 is 9.13 acres. Both lots will be served by City water and County sewer. Access to Lot 4 is by Halfway Boulevard, access to Lot 3 is by Blake Road. Existing floodplain follows the boundary between the two lots and will be the site for the 2.2 acre forest conservation and afforestation easement as required for these two lots. All agency approvals have been received. Any future development will require site plan approval by the Commission. The extension of Hopewell Road was discussed. A source of funding is being explored at this time in order to begin this extension as soon as possible to provide for future development.

Mr. Moser made the motion to approve the preliminary/final plat. Seconded by Mr. Anikis. Unanimously approved.

- SITE PLANS**Williamsport Storage Bins**

Ms. Pietro presented for review and approval the site plan for Williamsport Storage Bins. The site is located on the southeast side of Robinwood Drive. This property is zoned BT. The developer is proposing to create mini warehouse buildings approximately 42,000 sq. ft. in size. Total acreage of the site is 4.6 acres. One access will be created to connect to Robinwood Drive. No public water or sewer is required on the site. Three parking spaces are required and will be provided. Signs will be building mounted. Lighting will be building mounted. There will be two employees responsible for this site on an as needed basis. They will be based at the main office storage site. Hours of operation will 9:00 AM to 5:00 PM daily. This is a gated site with each customer having a coded access card for entrance to the site at any time. White ash, Leyland Cyprus, white pines and spiral lindens will provide the necessary landscaping for this site. Forest conservation requirements will be payment in lieu of. All agency approvals have been received. There will be no dumpsters on the site.

Mr. Clopper made a motion to grant site plan approval and approval of payment of lieu of in the amount of \$5,750.36 with additional screening along the eastern property line as approved by Staff. Seconded by Linda Parrish. Unanimously approved.

St. Andrew's Presbyterian Church

Ms. Wagner-Grillo presented for review and approval a site plan for St. Andrew's Presbyterian Church. The site is located on Donelson Drive in Williamsport. The site is 5.14 acres. The property is zoned RR. They are proposing to construct a 1,400 sq. foot addition to the existing 7,850 sq. foot church. The proposed addition is for classrooms and offices. Parking required is 56 spaces, 58 spaces and 9 handicapped spaces are provided. The hours of operation are Monday through Friday 8:30 AM to 12:30 PM, Sunday 8:30 AM to 12:00 PM, and occasional evening activities. No additional employees or signs are proposed for this addition. Lighting will be building mounted. City water and county sewer service this site. Solid waste will be placed in trash cans and removed by a private hauler. One delivery per week is expected. Landscaping along the outside of the parking lot will be dogwoods and oak trees. This site is exempt from storm water management and also forest conservation since less than 40,000 square feet of area will be disturbed. All agency approvals have been received.

Mr. Anikis made a motion to approve the site plan as presented. Seconded by Mr. Clopper. Unanimously approved.

- PRELIMINARY CONSULTATIONS**Hotel Complex at Valley World**

Mr. Lung stated that a preliminary consultation was held on Thursday, December 9, 2004, to discuss a concept plan for a Hotel Complex at Valley World. The property is located west of the Valley Mall, east of I-81, south of Halfway Boulevard. Two new hotels are proposed, a Springhill Suites and a Courtyard hotel (both are Marriott facilities). Each hotel would be located on its own lot. The site was previously used for an outdoor RV storage lot and there is an existing commercial building to be removed. Access to the site is off of the Valley Mall parking lot in the vicinity of the Toys 'R Us building. At the time of the preliminary consultation, the plans were very vague; however, significant changes and details have been added to the plan since that time. Concerns regarding access, parking, setbacks and traffic circulation around the buildings have been addressed. Mr. Lung also stated that the owner has had several meetings with Mr. Joe Kroboth, Director of Emergency Services, concerning his issues. Fire hydrant placement will be addressed in the actual site plan process. Storm water management will be handled by the existing pond. Traffic flow patterns around the Mall were discussed by Commission members. Mr. Lung stated that the County Engineer would be reviewing the impact that the motels would have on the proposed improvements to the Halfway Boulevard area. Randy Cohen, owner/developer, stated that he has been working with the Staff to resolve any issues.

No action was required.

OTHER BUSINESS**Westfields Subdivision**

Mr. Thompson presented a review and update of the Westfields Subdivision. The owners are working closely with the County to address all concerns pertinent to this project. Ms. Pietro introduced Jed Beall from Davis, Renn & Associates and Jeremy Holder from Ausherman Development. Mr. Jim MacGillivray, Vice President of

Ausherman Development Corporation, stated that after a meeting with the Washington County Board of Education, the school lot has been moved to a site agreeable with the County. A few lots have been lost in Section III due to the change, but have been moved to still allow the same amount of single family lots. Property lines will be finalized and fencing will be erected around the cemetery sometime in the spring. Mr. Thompson also stated that the developer and the County have been working together to prepare a plat for the school site in order to obtain funding to move forward with construction in a timely manner. This site is served by county sewer. The Commission also discussed with the applicant the agreement with Thompson Gas to provide propane service to the development. Thompson Gas is installing the system but the system will be inspected by other agencies. Thompson Gas will own the distribution center and the tanks. There is a contract with Thompson Gas to provide service to the Westfields community with a provision that residents may obtain service elsewhere should Thompson Gas fail to provide service for any reason. This contract also includes a pricing agreement. Each individual customer has the right to challenge Thompson Gas's pricing structure at any time. Thompson Gas has agreed to match the lowest competitor's price.

No action was required.

Rosewood Village, Phase III

Mr. Thompson presented an update on Rosewood Village, Phase III. Mr. Shaool has requested the Planning Commission to approve the Phase III plans that have been submitted. Completion of APFO agreements have not been finalized and executed for Phases II-A, II-B and III and there is a Forest Conservation item still pending for Phase I. Mr. Shaool stated that they would like to sign and the APFO fee agreements for all phases at the same time. Mr. Shaool also stated that the fees would be approximately \$4 million. WASHCO Developments is anticipating the sale of several lots from Phase II-B within the next 60 days. During a previous discussion by the Commission regarding the preliminary plat and site plan for Phase II-B, it was stated that the Commission would like to have an agreement signed before Phase III would be considered for approval. If changes needed to be made to the agreement after Phase III was submitted, it would be done at that point. Mr. Shaool stated that the amount of fees is in dispute due to the discount for the commercial area located in Phase II-B, however the amount per unit is acceptable.

Mr. Moser made a motion that the Planning Commission does not consider Phase III until the APFO agreement has been resolved on the previous sections along with Phase III. Seconded by Mr. Anikis. Motion carried by Ms. Parrish, Mr. Anikis and Mr. Moser voting "Aye" and by Mr. Clopper and Mr. Reiber voting "No" and Mr. Kercheval abstaining.

Policy Issues

Mr. Thompson presented a request received by the Staff to grant an extension for a preliminary consultation that was held on January 22, 2004 for the Powers/Smithsburg Development Subdivision. The property is located at Huyetts Crossing. The Consultant anticipates re-submittal of the plans for preliminary plat approval by this summer and to begin construction this summer as well. There are no major changes to the concept plan. Mr. Clopper made a motion to grant a six month extension on the preliminary consultation for the Powers/Smithsburg Development Subdivision. Seconded by Mr. Anikis. Unanimously approved.

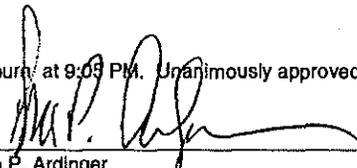
Mr. Thompson presented a request received by the Staff from a resident of the South Pointe development. Sidewalks were constructed on the east side of South Pointe Drive by the developer, Mr. Crompton, as approved by the Planning Commission. The resident has requested that the sidewalk be removed. The Planning Commission has denied this request.

UPCOMING EVENTS

1. Regular Planning Commission meeting, Monday, March 7, 2005 at 7:00 PM
2. Planning Commission Workshop, Monday, February 21, 2005, 1:00 to 4:00 PM, Administrative Annex

ADJOURNMENT

Motion made by Mr. Moser, seconded by Mr. Clopper, to adjourn at 9:08 PM. Unanimously approved.


 Don P. Ardinger
 Chairman



DEPARTMENT OF PLANNING & ZONING
PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

Memorandum

Staff Rebuttal and Recommendation to Elmwood Section 5D Adequate Public Facilities Ordinance School Mitigation

April 15, 2025

Counsel for the developers of Elmwood Section 5D have submitted to the Board of County Commissioners a letter asking to approve the use of the Alternate Mitigation Contribution in accordance with Section 9A(a)(i)(4). Staff contend that the developer does not qualify under the referenced section to simply use the Alternate Mitigation Contribution as their method of addressing adequacy.

Fountain Rock Elementary School is currently over 120% of State Rated Capacity. With the addition of 9 students from this section of the development, capacity will increase to 128.1%. In accordance with the APFO, they are required to provide a mitigation plan to the Commissioners that adequately addresses the impacts the development will create.

The developer no longer meets the criteria of having a preliminary plat that was approved before July 1, 2005. Preliminary plat PP-04-006 was approved for the development of 174 lots. To date, Sections 1 through 5C have created a total of 175 lots that have been platted and recorded. (The extra lot came from a replat that split Lot 103 into 2 lots (103 & 104). Section D is a request for an additional 19 lots above the 174 lots approved by the 2004 plat and has since been approved and recorded. These additional lots triggered the need for a new preliminary plat. The new plat now stands separate from the 2004 plat this eliminating their eligibility to use the above-mentioned section.

Staff argue that the developer must provide a mitigation plan to the Commissioners that adequately address the significant capacity issues at the school. Given that the previous sections of this development have continued to exacerbate the capacity issues at this school, we do not support the use of the Alternate Mitigation Contribution. We believe that additional efforts should be made to appropriately and proportionally mitigate the impacts of this development.

Respectfully,

Jill Baker, AICP

Director, Department of Planning and Zoning

747 Northern Avenue | Hagerstown, MD 21742 | P: 240.313.2430 | F: 240.313.2431 | TDD: 7-1-1



Agenda Report Form

Open Session Item

SUBJECT: Swope Road Property Acquisition

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to approve the option agreements for partial property acquisition and conveyance of existing right-of-way including fee simple and easements for 21410 Swope Road; and approve an ordinance approving said purchase; and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: An option agreement has been executed for the above stated property. Fee simple and easement acquisitions are shown in the table below.

| Property Address/ID | Zoned | Fee Area | Easement Area | Compensation |
|---------------------|-------|-----------------|-------------------|--------------|
| 21410 Swope Road | EC | 240 Square Feet | 1,663 Square Feet | \$600.00 |

DISCUSSION: This is for a culvert replacement project on Swope Road in Boonsboro.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: Aerial Map

SWOPE ROAD AREA MAP



ORDINANCE NO. ORD-2025-

AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY

(Swope Road Improvements)

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 acquire certain real property identified on the attached Exhibit A (the "Property") to be used for public purposes.
2. The County approved the acquisition of the Property on April 15, 2025.
3. A public hearing was not required by Section 1-301(b)(2), of the 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 acquisition of the Property is necessary for improvements to Swope Road in Washington County, Maryland.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the acquisition 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 acquisition of the Property.

ADOPTED this ____ day of _____, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Victor Scarpelli
Assistant County Attorney

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

EXHIBIT A--DESCRIPTION OF PROPERTY

Election District No. 16 - Swope Road

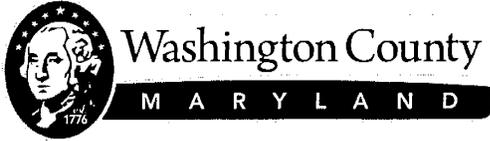
BEGINNING for the outline hereof at a point in the margin of the existing 30-foot Right-of-Way for Swope Road, said point being 15.00 feet left of and perpendicular to Center Line of Right-of-Way Station 0+64.28 as graphically depicted on a plat prepared by the Division of Engineering for Washington County, Maryland, titled "SWOPE ROAD FOR CULVERT 16/07," dated March 5, 2025, and intended to be recorded among the Land Records of Washington County, Maryland, in the Washington County Lands and Right-of-Way Plat Book as Right-of-Way Plat No. 100-10-626; thence running with the northern Right-of-Way of Swope Road on a bearing to agree with a recent survey performed by Division of Engineering for Washington County, Maryland, for the following three courses, the first being a curve to the right having a radius of 70, a length of 26.57, a tangent of 13.53 feet and a chord of:

1. North 54 degrees 09 minutes 42 seconds West 26.57 feet, thence
2. North 43 degrees 13 minutes 19 seconds West 5.24 feet, thence by a non-tangent curve to the left having a radius of 236.00 feet, a length of 13.59 feet, a tangent of 6.79 feet and a chord of
3. North 55 degrees 52 minutes 42 seconds East 13.58 feet to a point in the existing eastern Right-of-Way Greenbriar Road, said point being 19.76 feet left of and perpendicular to station 22+56.87 as graphically depicted on the aforementioned Right-of-Way plat; running across the land of the grantor by a new line of Right-of-Way
4. South 27 degrees 12 minutes 41 seconds East 30.35 feet to the place of beginning containing 240 square feet, or 0.00551 acres of land, more or less.

BEING a portion of the tract of land that was conveyed unto the Grantor herein by Robert G. Hurley and Elizabeth Stacy Hurley, by a deed dated March 24, 1988, and recorded among the Land Records of Washington County, Maryland, in Liber 871, folio 372.

TOGETHER with the right to use the area designated **Temporary Easement to be Used Only during the Period of Construction**, encompassing 1,663 square feet or 0.03818 acre of land, more or less; the outline of which is graphically depicted on the said Right-of-Way Plat No. 100-10-626. The purpose of the Temporary Easements shall be to provide working space for temporary traffic, grading and access upon the Grantor's property during the performance of the impending Washington County Contract No. BR-SR-231-14. The Temporary Easement shall revert to the Grantor by operation of law upon the completion and acceptance of the Project by the County.

SUBJECT to all easements, rights of way, covenants, conditions, and restrictions of record applicable thereto.



Open Session Item

SUBJECT: Construction Bid Award
Pavement Maintenance & Rehabilitation Program FY'25
Chip Seal Applications, Contract No. MS-PMP-314-28

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to award the bid for the Pavement Maintenance & Rehabilitation Program FY'25 Chip Seal Applications contract to the lowest responsive, responsible bidder, Russell Standard Corp. of Fayetteville, PA for the amount of \$1,362,145.30 which includes the option to extend the contract for a period of up to two, one-year extensions.

REPORT-IN-BRIEF: The project was advertised in The Herald Mail, on the County's website, and on the State of Maryland's website, e-Maryland Marketplace Advantage. Two (2) bids were received on Wednesday, February 26, 2025 as listed below and further detailed on the attached bid tabulation.

| <u>Contractor:</u> | <u>Total Bid:</u> |
|-------------------------|-------------------|
| Russell Standard Corp. | \$1,362,145.30 |
| American Paving Fabrics | \$1,558,572.07 |

The bids have been evaluated, and the low bid is in order. The engineer's estimate is \$1,400,000.

DISCUSSION: The pavement maintenance & rehabilitation program for chip seal applications involves pavement preservation and repair. Applications include providing double chip seal surface treatments (emulsion, aggregate), patching, and permanent pavement markings. The project includes approximately 22 miles of treatment applications.

The contract follows standard State Highway Administration provisions for monthly liquid asphalt price adjustments. The project is an 80-consecutive-calendar-day contract with an anticipated notice to proceed in July and a completion date in September. The bid documents include liquidated damages in the amount of \$500.00 per calendar day for work beyond the completion date and an option to extend the contract additional years.

Motorists may experience some minor delays as a result of lane closures but there are no major road closures associated with this work. Road work signs will be posted throughout the duration of work. The road list is attached and will be posted on the County's website for reference.

FISCAL IMPACT: This is a budgeted Capital Improvement Plan (CIP) project (RDI024). Total expenses are estimated at \$1,487,145.30; including \$1,362,145.30 for proposed bid award, and \$125,000 for other expenses such as inspection, testing, and construction contingency.

CONCURRENCES: N/A

ALTERNATIVES: This is the most cost effective and practical alternative.
Roads are substandard and need repairs to extend service life.

ATTACHMENTS: Bid Tabulation, Road List, Aerial Map

AUDIO/VISUAL TO BE USED: Aerial Map

Event Number ENG-25-01; County Contract No. MS-PMP-314-28
Event Title Pavement Maintenance & Rehabilitation Program FY'25 -Chip Seal Applications
Event Type ITB
Issue Date 1/24/2025 01:39:27 PM (ET)
Close Date 2/25/2025 02:00:00 PM (ET)

Organization Washington County, MD
Workgroup Division of Engineering
Event Owner Monica Lindsay
Email mlindsay@washco-md.net
Phone 240-313-2460

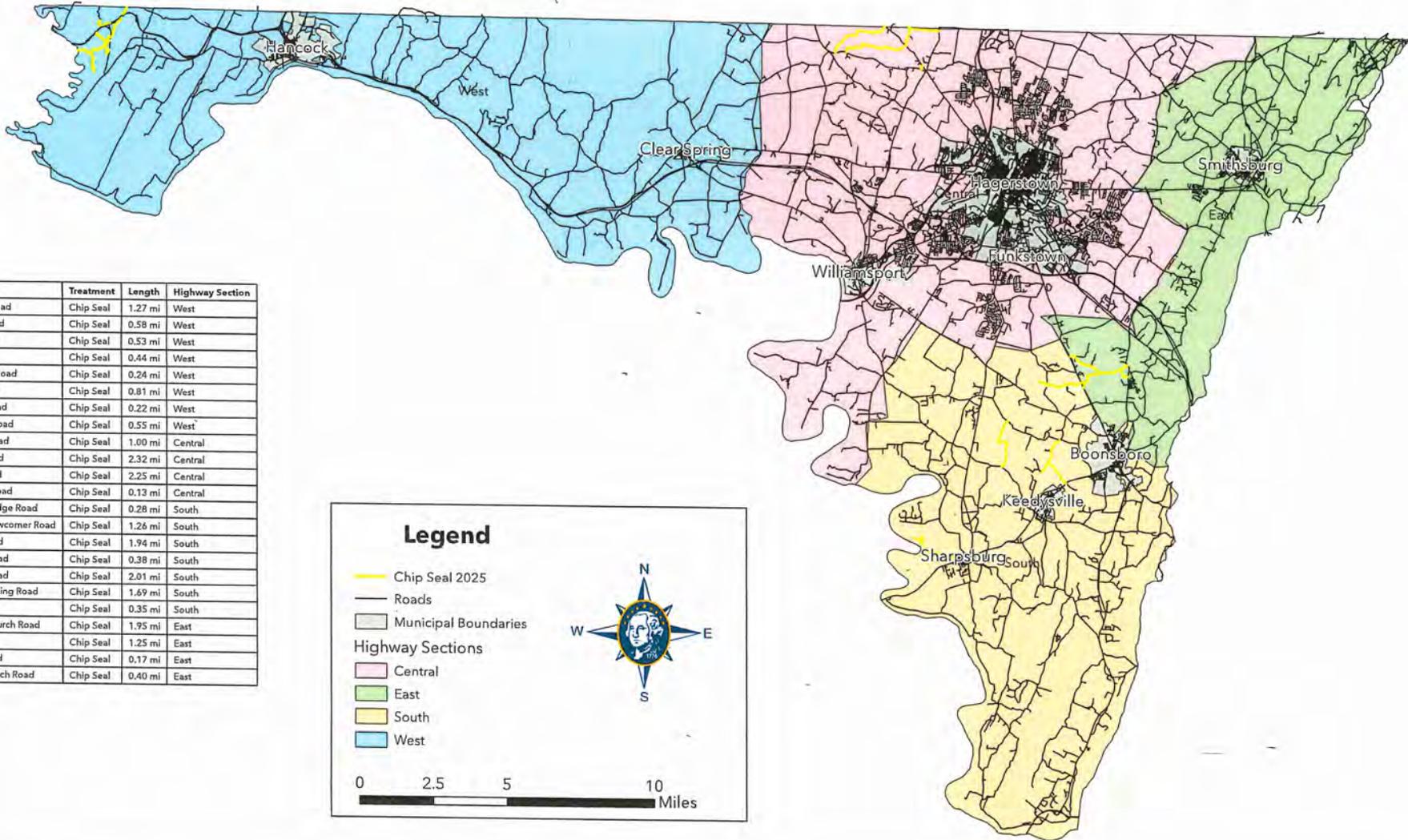
| Line # | Description | QTY | UOM | Russell Standard Corp. Fayetteville, PA | | American Paving Fabrics Hanover, MD | |
|--------|---|-------|-----|--|----------------|--|----------------|
| | | | | Total Price | \$1,362,145.30 | Total Price | \$1,558,572.07 |
| | | | | Unit | Extended | Unit | Extended |
| 1 | 101 Maintenance Of Traffic | 1 | LS | \$ 150,000.00 | \$ 150,000.00 | \$ 135,000.00 | \$ 135,000.00 |
| 2 | 501A Single Chip Seal - Emulsion, CRS-2PM | 1000 | GAL | \$ 3.60 | \$ 3,600.00 | \$ 4.65 | \$ 4,650.00 |
| 3 | 501B Single Chip Seal - No. 10 Aggregate | 15 | TON | \$ 145.00 | \$ 2,175.00 | \$ 165.00 | \$ 2,475.00 |
| 4 | 502A Double Chip Seal - Emulsion, CRS-2PM | 2E+05 | GAL | \$ 3.60 | \$ 583,354.80 | \$ 4.25 | \$ 688,682.75 |
| 5 | 502B Double Chip Seal - No. 8 Aggregate | 2343 | TON | \$ 95.00 | \$ 222,585.00 | \$ 120.89 | \$ 283,245.27 |
| 6 | 502C Double Chip Seal - No. 10 Aggregate | 1837 | TON | \$ 105.00 | \$ 192,885.00 | \$ 121.35 | \$ 222,919.95 |
| 7 | 503A Double Chip Seal For County Park Facilities - Emulsion, CRS-2PM | 1000 | GAL | \$ 3.55 | \$ 3,550.00 | \$ 5.50 | \$ 5,500.00 |
| 8 | 503B Double Chip Seal For County Park Facilities - No. 8 Aggregate | 20 | TON | \$ 120.00 | \$ 2,400.00 | \$ 165.00 | \$ 3,300.00 |
| 9 | 503C Double Chip Seal For County Park Facilities- No. 10 Aggregate | 15 | TON | \$ 145.00 | \$ 2,175.00 | \$ 165.00 | \$ 2,475.00 |
| 10 | 504A Chip Seal Bar Patch - Emulsion, CRS-2PM | 9745 | GAL | \$ 3.60 | \$ 35,082.00 | \$ 4.75 | \$ 46,288.75 |
| 11 | 504B Chip Seal Bar Patch - No. 8 Aggregate | 259 | TON | \$ 86.00 | \$ 22,274.00 | \$ 165.00 | \$ 42,735.00 |
| 12 | 505 Quick Set Polymer Modified Fog Seal | 1000 | GAL | \$ 10.40 | \$ 10,400.00 | \$ 4.65 | \$ 4,650.00 |
| 13 | 506 Pavement Marking Paint - Lines | 1E+05 | LF | \$ 0.25 | \$ 35,279.50 | \$ 0.45 | \$ 63,503.10 |
| 14 | 507 No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - 12" Wide Crosswalk | 50 | SF | \$ 13.50 | \$ 675.00 | \$ 5.50 | \$ 275.00 |
| 15 | 508 No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Lines, 24" Wide Stop Bars | 248 | SF | \$ 20.00 | \$ 4,960.00 | \$ 6.50 | \$ 1,612.00 |
| 16 | 509 CONTINGENT - No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Legends, Letters | 50 | SF | \$ 165.00 | \$ 8,250.00 | \$ 15.00 | \$ 750.00 |
| 17 | 510 No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Symbols, Railroad Crossing | 65 | SF | \$ 500.00 | \$ 32,500.00 | \$ 7.85 | \$ 510.25 |
| 18 | 511 Price Adjustment for Asphalt Binder (Buyer Entered Price) | 1 | LS | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 | \$ 50,000.00 |

PROPOSED FY'25 CHIP SEAL ROAD LIST

PROJECT NO. 28-314

| ROAD NAME | FROM | TO | LENGTH |
|-------------------------------|----------------------------|----------------------------|---------------|
| | | | <i>MILE</i> |
| McFarland Road | National Pike/Scenic 40 | Allegheny County Line | 1.27 |
| Jerome Road | McFarland Road | End of Pavement | 0.58 |
| Roberts Road | McFarland Road | End of Pavement | 0.53 |
| Hixon Road | McFarland Road | National Pike/Scenic 40 | 0.44 |
| Hendershot Road | Jerome Road | National Pike/Scenic 40 | 0.24 |
| Stumpf Road | National Pike/Scenic 40 | End of Pavement | 0.81 |
| Mountain Road | I-68 On-Ramp | Pennsylvania State Line | 0.22 |
| Bottenfield Road | Mountain Road | Farm Gate | 0.55 |
| Castle Hill Road | Greenscastle Pike - MD 63 | Shinham Road | 1.00 |
| Shinham Road | Pennsylvania State Line | Fairview Road - MD 494 | 2.32 |
| Wishard Road | Fairview Road - MD 494 | Cearfoss Pike | 2.25 |
| Niswander Road | Fairview Road - MD 495 | Cearfoss Pike | 0.13 |
| Swinging Bridge Road | Barnes Road | End of Pavement | 0.28 |
| Benevola Newcomer Road | Barnes Road | Old National Pike - Alt 40 | 1.26 |
| Wheeler Road | Manor Church Road | Shepherdstown Pike - MD 64 | 1.94 |
| Girls Scout Road | Wheeler Road | End of Pavement | 0.38 |
| University Road | Keedysville Road | Manor Church Road | 2.01 |
| Snyders Landing Road | W. Chapline Street | End of Pavement | 1.69 |
| Mose Circle | Snyders Landing Road | Snyders Landing Road | 0.35 |
| Benevola Church Road | Old National Pike - Alt 40 | Mapleville Road - MD 66 | 1.95 |
| Toms Road | Benevola Church Road | Old National Pike - Alt 40 | 1.25 |
| Toll Pass Road | Benevola Church Road | Old National Pike - Alt 40 | 0.17 |
| Fahrney Church Road | Benevola Church Road | Mapleville Road - MD 66 | 0.40 |
| | | TOTAL | 22.02 |

Washington County Proposed FY2025 PMP Chip Seal



| Road Name | Treatment | Length | Highway Section |
|------------------------|-----------|---------|-----------------|
| McFarland Road | Chip Seal | 1.27 mi | West |
| Jermone Road | Chip Seal | 0.58 mi | West |
| Roberts Road | Chip Seal | 0.53 mi | West |
| Hixon Road | Chip Seal | 0.44 mi | West |
| Hendershot Road | Chip Seal | 0.24 mi | West |
| Stumpf Road | Chip Seal | 0.81 mi | West |
| Mountain Road | Chip Seal | 0.22 mi | West |
| Bottenfield Road | Chip Seal | 0.55 mi | West |
| Castle Hill Road | Chip Seal | 1.00 mi | Central |
| Shinham Road | Chip Seal | 2.32 mi | Central |
| Wishard Road | Chip Seal | 2.25 mi | Central |
| Niswander Road | Chip Seal | 0.13 mi | Central |
| Swinging Bridge Road | Chip Seal | 0.28 mi | South |
| Benevola Newcomer Road | Chip Seal | 1.26 mi | South |
| Wheeler Road | Chip Seal | 1.94 mi | South |
| Girl Scout Road | Chip Seal | 0.38 mi | South |
| University Road | Chip Seal | 2.01 mi | South |
| Snyders Landing Road | Chip Seal | 1.69 mi | South |
| Mose Circle | Chip Seal | 0.35 mi | South |
| Benevola Church Road | Chip Seal | 1.95 mi | East |
| Toms Road | Chip Seal | 1.25 mi | East |
| Toll Pass Road | Chip Seal | 0.17 mi | East |
| Fahrney Church Road | Chip Seal | 0.40 mi | East |

Legend

- Chip Seal 2025
- Roads
- Municipal Boundaries

Highway Sections

- Central
- East
- South
- West



Agenda Report Form

Open Session Item

SUBJECT: Construction Bid Award – Professional Boulevard Phase III/IV

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to award the Professional Boulevard Phase III/IV contract to the lowest responsive, responsible bidder, C. William Hetzer of Hagerstown, Maryland in the amount of \$2,184,611.00 for the extension of Professional Boulevard from Yale Drive to Rosewood Village.

REPORT-IN-BRIEF: The project was advertised in the Herald Mail, on the County’s website, and on the State of Maryland’s website, “e-Maryland Marketplace Advantage (eMMA).” Seven (7) bids were received and opened on Wednesday, April 2, 2025, as listed below and further detailed on the attached Bid Tabulation.

| <u>Contractor:</u> | <u>Bid Tabulation:</u> |
|-----------------------------|------------------------|
| C. William Hetzer | \$ 2,184,611.00 |
| Wastler & Sons, Inc. | \$ 2,430,922.00 |
| Huntzberry Brothers, Inc. | \$ 2,445,975.00 |
| C.J. Miller, LLC. | \$ 2,799,000.00 |
| F.O. Day Company | \$ 2,893,671.00 |
| Excavating Associates, Inc. | \$ 3,105,903.00 |
| Concrete General, Inc. | \$ 4,276,899.00 |

The bids have been evaluated, and the low bid is in order. The engineer’s estimate for this work is \$2,400,000.

DISCUSSION: The Professional Boulevard Phase III/IV project involves grading, stormwater management, and paving from the Yale Drive roundabout to Rosewood Village near Isaac Court that connects with existing Professional Boulevard at Robinwood Drive. Professional Boulevard benefits include reducing congestion and emergency response times as well as enhancing transportation networks. The project is a 325 consecutive calendar day contract with an anticipated notice to proceed in May 2025, and completion date in Spring 2026. Bid documents include liquidated damages in the amount of \$500.00 per calendar day for work beyond the completion date.

FISCAL IMPACT: This is a budgeted Capital Improvement Plan (CIP) Project (RDI064, RDI071). Total expenses are estimated at \$2,384,611 including \$2,184,611 for the proposed bid award, and \$200,000 for inspection, testing, and construction contingency.

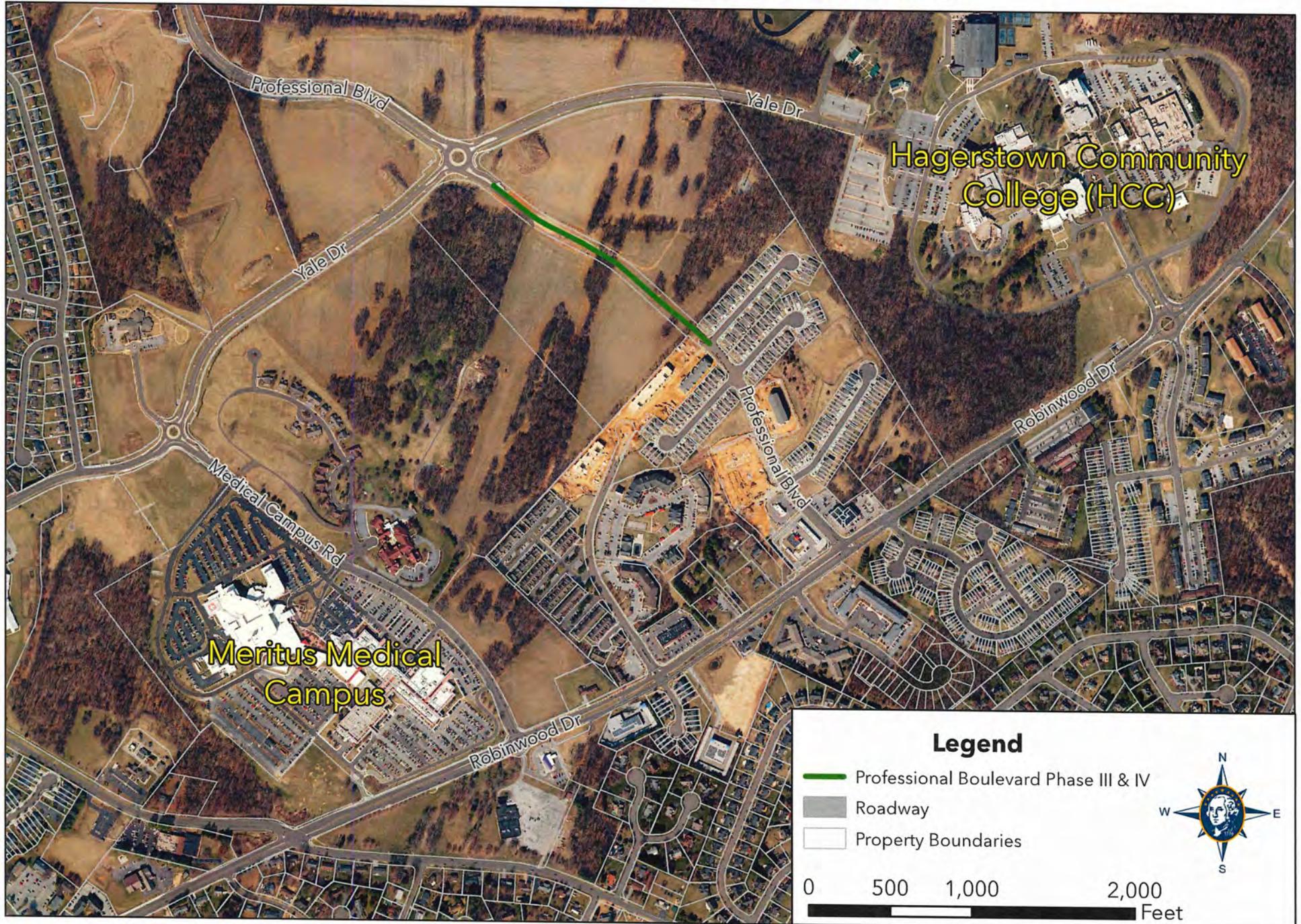
CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Bid Tabulation

AUDIO/VISUAL TO BE USED: Aerial Map

Professional Boulevard Corridor



Event Number: ENG-25-02 Contract No. RD-PB-275-10 Addendum 3
 Event Title: Professional Boulevard Phase III & IV
 Event Type: ITB
 Issue Date: 2/26/2025 02:45:08 PM (ET)
 Close Date: 4/2/2025 02:00:00 PM (ET)

Organization: Washington County, MD
 Workgroup: Division of Engineering
 Address: 747 Northern Avenue
 Hagerstown, MD 21742
 Phone: (240) 313-2460

| Line # | Description | QTY | UOM | C. William Hetzer, Inc. 9401 Sharpsburg Pike Hagerstown, MD 21740 | | Wastler & Sons, Inc. 2640 Sumantown Road Middletown, MD 21769 | | Huntsberry Brothers, Inc. 21536 Chewsville Rd Smithsburg, MD 21783 | | CJ Miller LLC 3514 Basler Road Hampstead, MD 21074 | | Francis O. Day Co., Inc. 850 E Gude Dr Suite A Rockville, MD 20850 | | Excavating Associates, Inc. 373 Hyndman Road Hyndman, PA 15545 | | Concrete General, Inc. 8000 Beechcraft Avenue Gaithersburg, MD 20879 | |
|--------|---|-------|-----|---|----------------|---|----------------|--|----------------|--|----------------|--|----------------|--|----------------|--|----------------|
| | | | | Total Price | \$2,184,611.00 | Total Price | \$2,430,922.00 | Total Price | \$2,445,975.00 | Total Price | \$2,799,000.00 | Total Price | \$2,893,671.00 | Total Price | \$3,105,903.00 | Total Price | \$4,276,899.00 |
| 1 | 1001 Clearing and Grubbing | 1 | LS | \$12,320.00 | \$12,320.00 | \$11,690.00 | \$11,690.00 | \$205,726.00 | \$205,726.00 | \$20,287.00 | \$20,287.00 | \$35,000.00 | \$35,000.00 | \$13,417.00 | \$13,417.00 | \$20,000.00 | \$20,000.00 |
| 2 | 1002 Type B Engineers Office | 1 | LS | \$34,010.00 | \$34,010.00 | \$58,100.00 | \$58,100.00 | \$35,405.00 | \$35,405.00 | \$49,500.00 | \$49,500.00 | \$35,558.75 | \$35,558.75 | \$25,569.00 | \$25,569.00 | \$52,000.00 | \$52,000.00 |
| 3 | 1003 Maintenance of Traffic | 1 | LS | \$8,860.00 | \$8,860.00 | \$12,600.00 | \$12,600.00 | \$47,985.00 | \$47,985.00 | \$4,700.00 | \$4,700.00 | \$45,000.00 | \$45,000.00 | \$3,572.00 | \$3,572.00 | \$10,000.00 | \$10,000.00 |
| 4 | 1004 Temporary Traffic Signs | 52 | SF | \$24.75 | \$1,287.00 | \$16.00 | \$832.00 | \$40.00 | \$2,080.00 | \$56.00 | \$2,912.00 | \$17.50 | \$910.00 | \$17.00 | \$884.00 | \$40.00 | \$2,080.00 |
| 5 | 1005 Contingent: Drums for Maintenance of Traffic | 20 | EA | \$78.00 | \$1,560.00 | \$70.00 | \$1,400.00 | \$115.00 | \$2,300.00 | \$110.00 | \$2,200.00 | \$75.00 | \$1,500.00 | \$97.00 | \$1,940.00 | \$30.00 | \$600.00 |
| 6 | 1006 Type III Barricade for Maintenance of Traffic | 8 | EA | \$350.00 | \$2,800.00 | \$750.00 | \$6,000.00 | \$450.00 | \$3,600.00 | \$396.00 | \$2,688.00 | \$325.00 | \$2,600.00 | \$236.00 | \$1,888.00 | \$300.00 | \$2,400.00 |
| 7 | 1007 Contingent: Temporary Orange Construction Fence | 300 | LF | \$4.60 | \$1,380.00 | \$3.50 | \$1,050.00 | \$4.00 | \$1,200.00 | \$5.20 | \$1,560.00 | \$3.00 | \$900.00 | \$2.00 | \$600.00 | \$4.00 | \$1,200.00 |
| 8 | 1008 Construction Stakeout | 1 | LS | \$7,590.00 | \$7,590.00 | \$26,350.00 | \$26,350.00 | \$24,970.00 | \$24,970.00 | \$30,500.00 | \$30,500.00 | \$35,000.00 | \$35,000.00 | \$30,640.00 | \$30,640.00 | \$70,000.00 | \$70,000.00 |
| 9 | 1009 Mobilization | 1 | LS | \$237,080.00 | \$237,080.00 | \$385,932.00 | \$385,932.00 | \$167,000.00 | \$167,000.00 | \$132,000.00 | \$132,000.00 | \$144,500.00 | \$144,500.00 | \$60,688.00 | \$60,688.00 | \$794,000.00 | \$794,000.00 |
| 10 | 1010 Type B Critical Path Construction Schedule | 1 | LS | \$5,800.00 | \$5,800.00 | \$15,750.00 | \$15,750.00 | \$4,495.00 | \$4,495.00 | \$20,000.00 | \$20,000.00 | \$8,750.00 | \$8,750.00 | \$3,903.00 | \$3,903.00 | \$4,000.00 | \$4,000.00 |
| 11 | 1011 As-Built Drawings | 1 | LS | \$2,320.00 | \$2,320.00 | \$14,070.75 | \$14,070.75 | \$4,745.00 | \$4,745.00 | \$11,800.00 | \$11,800.00 | \$9,800.00 | \$9,800.00 | \$3,903.00 | \$3,903.00 | \$1,000.00 | \$1,000.00 |
| 12 | 2001 Class 1 Excavation | 13775 | CY | \$16.50 | \$227,287.50 | \$6.00 | \$82,650.00 | \$6.00 | \$82,650.00 | \$36.00 | \$495,900.00 | \$37.00 | \$509,675.00 | \$52.12 | \$717,953.00 | \$74.00 | \$1,019,350.00 |
| 13 | 2002 Common Borrow | 4350 | CY | \$21.25 | \$92,437.50 | \$18.90 | \$82,215.00 | \$13.50 | \$58,725.00 | \$45.00 | \$195,750.00 | \$28.00 | \$121,800.00 | \$29.86 | \$129,891.00 | \$15.00 | \$65,250.00 |
| 14 | 2003 Contingent: Test Pit Excavation | 20 | CY | \$98.00 | \$1,960.00 | \$50.00 | \$1,000.00 | \$123.00 | \$2,460.00 | \$137.00 | \$2,740.00 | \$250.00 | \$5,000.00 | \$199.00 | \$3,980.00 | \$250.00 | \$5,000.00 |
| 15 | 2004 Contingent: Class 1-A Excavation | 1500 | CY | \$19.25 | \$28,875.00 | \$20.00 | \$30,000.00 | \$35.00 | \$52,500.00 | \$36.00 | \$54,000.00 | \$47.00 | \$70,500.00 | \$16.13 | \$24,195.00 | \$70.00 | \$105,000.00 |
| 16 | 2005 Contingent: Geosynthetic Stabilized Subgrade using Graded Aggregate Base | 1000 | CY | \$60.00 | \$60,000.00 | \$60.00 | \$60,000.00 | \$39.00 | \$39,000.00 | \$57.00 | \$57,000.00 | \$40.00 | \$40,000.00 | \$38.46 | \$38,460.00 | \$54.00 | \$54,000.00 |
| 17 | 2006 Contingent: Geogrid | 500 | SY | \$7.00 | \$3,500.00 | \$10.00 | \$5,000.00 | \$3.40 | \$1,700.00 | \$9.00 | \$4,500.00 | \$3.00 | \$1,500.00 | \$6.93 | \$3,465.00 | \$5.00 | \$2,500.00 |
| 18 | 2007 Contingent: Sink Hole Remediation Using Stone Gabion | 60 | CY | \$70.00 | \$4,200.00 | \$65.00 | \$3,900.00 | \$76.00 | \$4,560.00 | \$101.00 | \$6,060.00 | \$57.50 | \$3,450.00 | \$84.45 | \$5,067.00 | \$188.00 | \$11,280.00 |
| 19 | 2008 Contingent: Sink Hole Remediation Using No. 57 Aggregate | 30 | CY | \$58.00 | \$1,740.00 | \$50.00 | \$1,500.00 | \$68.00 | \$2,040.00 | \$82.00 | \$2,460.00 | \$135.00 | \$4,050.00 | \$73.00 | \$2,190.00 | \$166.00 | \$4,980.00 |
| 20 | 2009 Contingent: Sink Hole Remediation Using Fine Aggregate | 6 | CY | \$46.50 | \$279.00 | \$55.00 | \$330.00 | \$69.00 | \$414.00 | \$63.00 | \$378.00 | \$250.00 | \$1,500.00 | \$77.00 | \$462.00 | \$202.00 | \$1,212.00 |
| 21 | 2010 Contingent: Sink Hole Remediation Using Nonwoven Geotextile | 275 | SY | \$3.05 | \$838.75 | \$3.00 | \$825.00 | \$3.00 | \$825.00 | \$1.00 | \$275.00 | \$13.00 | \$3,575.00 | \$3.00 | \$825.00 | \$10.00 | \$2,750.00 |
| 22 | 3001 Selected Backfill | 500 | CY | \$40.50 | \$20,250.00 | \$45.00 | \$22,500.00 | \$49.45 | \$24,725.00 | \$93.00 | \$46,500.00 | \$85.00 | \$42,500.00 | \$71.00 | \$35,500.00 | \$74.00 | \$37,000.00 |
| 23 | 3002 8 Ft Wide Bioswale, complete | 623 | LF | \$66.00 | \$41,118.00 | \$121.00 | \$75,383.00 | \$157.00 | \$97,811.00 | \$149.00 | \$92,827.00 | \$185.50 | \$115,566.50 | \$153.00 | \$95,319.00 | \$220.00 | \$137,060.00 |
| 24 | 3003 Contingent: 30 mil Synthetic Vinyl Liner | 750 | SY | \$10.75 | \$8,062.50 | \$15.50 | \$11,625.00 | \$21.00 | \$15,750.00 | \$31.00 | \$23,250.00 | \$48.25 | \$36,187.50 | \$44.72 | \$33,540.00 | \$30.00 | \$22,500.00 |
| 25 | 3004 6 inch PVC Underdrain | 23 | LF | \$93.00 | \$2,139.00 | \$25.00 | \$575.00 | \$43.00 | \$989.00 | \$23.00 | \$529.00 | \$70.00 | \$1,610.00 | \$85.00 | \$1,955.00 | \$130.00 | \$2,990.00 |
| 26 | 3005 18 Inch Polypropylene Pipe | 444 | LF | \$81.00 | \$35,964.00 | \$61.00 | \$27,084.00 | \$70.00 | \$31,080.00 | \$80.00 | \$35,520.00 | \$165.00 | \$73,260.00 | \$77.00 | \$34,188.00 | \$110.00 | \$48,840.00 |
| 27 | 3006 Open Back COG - 5 Ft | 6 | EA | \$3,120.00 | \$18,720.00 | \$4,440.00 | \$26,640.00 | \$3,250.00 | \$19,500.00 | \$5,210.00 | \$31,260.00 | \$3,726.00 | \$22,356.00 | \$8,068.00 | \$48,408.00 | \$4,000.00 | \$24,000.00 |
| 28 | 3007 Open Back COG - 10 Ft | 3 | EA | \$4,490.00 | \$13,470.00 | \$5,432.00 | \$16,296.00 | \$5,575.00 | \$16,725.00 | \$6,160.00 | \$18,480.00 | \$5,557.00 | \$16,671.00 | \$13,627.00 | \$40,881.00 | \$6,000.00 | \$18,000.00 |
| 29 | 3008 COG Inlet - 10 Ft | 2 | EA | \$6,330.00 | \$12,660.00 | \$6,355.00 | \$12,710.00 | \$7,600.00 | \$15,200.00 | \$7,665.00 | \$15,330.00 | \$8,408.00 | \$16,816.00 | \$8,192.00 | \$16,384.00 | \$8,000.00 | \$16,000.00 |
| 30 | 3009 COG Inlet - 10 Ft | 1 | EA | \$7,460.00 | \$7,460.00 | \$6,358.00 | \$6,358.00 | \$5,800.00 | \$5,800.00 | \$6,994.00 | \$6,994.00 | \$7,416.00 | \$7,416.00 | \$11,163.00 | \$11,163.00 | \$9,000.00 | \$9,000.00 |
| 31 | 3010 Type K Inlet - Single | 1 | EA | \$4,770.00 | \$4,770.00 | \$4,888.00 | \$4,888.00 | \$3,850.00 | \$3,850.00 | \$5,475.00 | \$5,475.00 | \$5,430.00 | \$5,430.00 | \$5,833.00 | \$5,833.00 | \$6,000.00 | \$6,000.00 |
| 32 | 3011 Type K Inlet - Double | 1 | EA | \$6,730.00 | \$6,730.00 | \$4,890.00 | \$4,890.00 | \$5,150.00 | \$5,150.00 | \$5,997.00 | \$5,997.00 | \$5,325.00 | \$5,325.00 | \$5,114.00 | \$5,114.00 | \$6,000.00 | \$6,000.00 |
| 33 | 3012 Filter Inlet with Sedimentation Chamber | 2 | EA | \$73,160.00 | \$146,320.00 | \$87,036.00 | \$174,072.00 | \$80,500.00 | \$161,000.00 | \$98,410.00 | \$196,820.00 | \$85,825.00 | \$171,650.00 | \$84,143.00 | \$168,286.00 | \$90,000.00 | \$180,000.00 |
| 34 | 3013 Standard 18 in. Metal End Section | 2 | EA | \$670.00 | \$1,340.00 | \$5,152.00 | \$10,304.00 | \$450.00 | \$900.00 | \$1,362.00 | \$2,724.00 | \$880.00 | \$1,760.00 | \$555.00 | \$1,110.00 | \$900.00 | \$1,800.00 |
| 35 | 3014 Modified Type "H" Endwall | 1 | EA | \$12,330.00 | \$12,330.00 | \$10,000.00 | \$10,000.00 | \$13,430.00 | \$13,430.00 | \$21,664.00 | \$21,664.00 | \$11,850.00 | \$11,850.00 | \$15,374.00 | \$15,374.00 | \$10,000.00 | \$10,000.00 |
| 36 | 3015 Filter Dike (Rip Rap Inflow Protection) | 27 | TON | \$67.00 | \$1,809.00 | \$65.00 | \$1,755.00 | \$50.00 | \$1,350.00 | \$78.00 | \$2,106.00 | \$100.00 | \$2,700.00 | \$161.00 | \$4,347.00 | \$155.00 | \$4,185.00 |
| 37 | 3016 Silt Fence | 1100 | LF | \$3.85 | \$4,235.00 | \$4.00 | \$4,400.00 | \$2.75 | \$3,025.00 | \$2.60 | \$2,860.00 | \$2.75 | \$3,025.00 | \$2.51 | \$2,761.00 | \$4.00 | \$4,400.00 |
| 38 | 3017 Standard Inlet Protection | 2 | EA | \$375.00 | \$750.00 | \$350.00 | \$700.00 | \$400.00 | \$800.00 | \$382.00 | \$764.00 | \$300.00 | \$600.00 | \$587.00 | \$1,174.00 | \$770.00 | \$1,540.00 |
| 39 | 3018 Curb Inlet Protection | 12 | EA | \$355.00 | \$4,260.00 | \$350.00 | \$4,200.00 | \$300.00 | \$3,600.00 | \$404.00 | \$4,848.00 | \$300.00 | \$3,600.00 | \$303.00 | \$3,636.00 | \$700.00 | \$8,400.00 |
| 40 | 3019 Stabilized Construction Entrance | 2 | EA | \$1,600.00 | \$3,200.00 | \$1,500.00 | \$3,000.00 | \$2,500.00 | \$5,000.00 | \$2,974.00 | \$5,948.00 | \$3,400.00 | \$6,800.00 | \$1,793.00 | \$3,586.00 | \$8,000.00 | \$16,000.00 |
| 41 | 3020 Earth Dike (A-2) | 422 | LF | \$5.25 | \$2,212.50 | \$3.50 | \$1,477.00 | \$6.50 | \$2,743.00 | \$4.00 | \$1,688.00 | \$11.00 | \$4,642.00 | \$12.00 | \$5,064.00 | \$10.00 | \$4,220.00 |
| 42 | 3021 Earth Dike (B-2) | 490 | LF | \$9.40 | \$4,606.00 | \$4.00 | \$1,960.00 | \$8.50 | \$4,165.00 | \$4.90 | \$2,401.00 | \$13.00 | \$6,370.00 | \$15.00 | \$7,350.00 | \$14.00 | \$6,860.00 |
| 43 | 3022 Filter Log - 12 Inch | 69 | LF | \$11.50 | \$793.50 | \$10.00 | \$690.00 | \$6.00 | \$414.00 | \$8.00 | \$552.00 | \$13.00 | \$897.00 | \$14.00 | \$966.00 | \$20.00 | \$1,380.00 |
| 44 | 3023 Contingent: Flowable Backfill | 36 | CY | \$210.00 | \$7,560.00 | \$200.00 | \$7,200.00 | \$280.00 | \$10,080.00 | \$41.00 | \$1,576.00 | \$57.50 | \$2,070.00 | \$220.00 | \$7,920.00 | \$240.00 | \$8,640.00 |
| 45 | 3024 Riprap Slope and Channel Protection, Class D | 63 | SY | \$52.00 | \$3,276.00 | \$70.00 | \$4,410.00 | \$51.00 | \$3,213.00 | \$88.00 | \$5,544.00 | \$110.00 | \$6,930.00 | \$76.00 | \$4,788.00 | \$56.00 | \$3,528.00 |
| 46 | 3025 Super Silt Fence | 357 | LF | \$13.00 | \$4,641.00 | \$15.00 | \$5,355.00 | \$9.00 | \$3,213.00 | \$14.00 | \$4,998.00 | \$7.50 | \$2,677.50 | \$11.00 | \$3,927.00 | \$15.00 | \$5,355.00 |
| 47 | 4001 Block Retaining Wall | 510 | SF | \$34.00 | \$17,340.00 | \$31.50 | \$16,065.00 | \$40.00 | \$20,400.00 | \$46.00 | \$23,460.00 | \$38.00 | \$19,380.00 | \$55.00 | \$28,050.00 | \$144.00 | \$73,440.00 |
| 48 | 4002 Metal Hand Rail | 140 | LF | \$145.00 | \$20,300.00 | \$132.00 | \$18,522.00 | \$300.00 | \$42,000.00 | \$145.00 | \$20,300.00 | \$137.00 | \$19,180.00 | \$289.00 | \$40,460.00 | \$170.00 | \$23,800.00 |
| 49 | 4003 Type III Chain Link Safety Fence | 20 | LF | \$275.00 | \$5,500.00 | \$250.00 | \$5,000.00 | \$65.00 | \$1,300.00 | \$270.00 | \$5,400.00 | \$256.00 | \$5,120.00 | \$502.00 | \$10,040.00 | \$260.00 | \$5,200.00 |
| 50 | 4004 Cut Existing Concrete Headwall | 1 | LS | \$980.00 | \$980.00 | \$3,500.00 | \$3,500.00 | \$5,250.00 | \$5,250.00 | \$3,860.00 | \$3,860.00 | \$4,800.00</ | | | | | |

Event Number: ENG-25-02 Contract No. RD-PB-275-10 Addendum 3
 Event Title: Professional Boulevard Phase III & IV
 Event Type: ITB
 Issue Date: 2/26/2025 02:45:08 PM (ET)
 Close Date: 4/2/2025 02:00:00 PM (ET)

Organization: Washington County, MD
 Workgroup: Division of Engineering
 Address: 747 Northern Avenue
 Hagerstown, MD 21742
 Phone: (240) 313-2460

| Line # | Description | QTY | UOM | C. William Hetzer, Inc. 9401 Sharpsburg Pike Hagerstown, MD 21740 | | Wastler & Sons, Inc. 2640 Sumantown Road Middletown, MD 21769 | | Huntsberry Brothers, Inc. 21536 Chewsville Rd Smithsburg, MD 21783 | | CJ Miller LLC 3514 Basler Road Hampstead, MD 21074 | | Francis O. Day Co., Inc. 850 E Gude Dr Suite A Rockville, MD 20850 | | Excavating Associates, Inc. 373 Hyndman Road Hyndman, PA 15545 | | Concrete General, Inc. 8000 Beechcraft Avenue Gaithersburg, MD 20879 | |
|--------|--|-------|-----|---|----------------|---|----------------|--|----------------|--|----------------|--|----------------|--|----------------|--|----------------|
| | | | | Total Price | \$2,184,611.00 | Total Price | \$2,430,922.00 | Total Price | \$2,445,975.00 | Total Price | \$2,799,000.00 | Total Price | \$2,893,671.00 | Total Price | \$3,105,903.00 | Total Price | \$4,276,899.00 |
| | | | | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended | Unit | Extended |
| 51 | 5001 Graded Aggregate Base - 8 Inch Depth | 12300 | SY | \$8.90 | \$109,470.00 | \$10.75 | \$132,225.00 | \$12.00 | \$147,600.00 | \$10.00 | \$123,000.00 | \$9.25 | \$113,775.00 | \$9.20 | \$113,160.00 | \$15.00 | \$184,500.00 |
| 52 | 5002 Hot Mix Asphalt Superpave Surface 12.5mm PG64H-22 | 1500 | Ton | \$84.00 | \$126,000.00 | \$91.75 | \$137,625.00 | \$95.00 | \$142,500.00 | \$96.50 | \$144,750.00 | \$100.00 | \$150,000.00 | \$97.91 | \$146,865.00 | \$97.00 | \$145,500.00 |
| 53 | 5003 Hot Mix Asphalt Superpave Base 19mm PG64S-22 | 5300 | Ton | \$70.00 | \$371,000.00 | \$76.20 | \$403,860.00 | \$80.00 | \$424,000.00 | \$73.85 | \$391,405.00 | \$80.00 | \$424,000.00 | \$85.81 | \$454,793.00 | \$85.00 | \$450,500.00 |
| 54 | 5004 Price Adjustment for Asphalt Binder | | | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 | \$40,000.00 |
| 55 | 5005 Milling Hot Mix Asphalt Pavement 0-2 in. Depth | 200 | SY | \$11.75 | \$2,350.00 | \$10.00 | \$2,000.00 | \$5.00 | \$1,000.00 | \$5.20 | \$1,040.00 | \$32.00 | \$6,400.00 | \$5.02 | \$1,004.00 | \$12.00 | \$2,400.00 |
| 56 | 5006 Wedge and Leveling HMA Superpave Base 19 mm. (PG64S-22) | 24 | Ton | \$125.00 | \$3,000.00 | \$100.00 | \$2,400.00 | \$100.00 | \$2,400.00 | \$81.00 | \$1,944.00 | \$250.00 | \$6,000.00 | \$86.00 | \$2,064.00 | \$120.00 | \$2,880.00 |
| 57 | 5007 Saw Cuts | 110 | LF | \$5.30 | \$583.00 | \$5.00 | \$550.00 | \$5.00 | \$550.00 | \$8.00 | \$880.00 | \$10.00 | \$1,100.00 | \$5.00 | \$550.00 | \$8.00 | \$880.00 |
| 58 | 5008 5 Inch White Thermoplastic Pavement Marking Line | 6330 | LF | \$1.75 | \$11,077.50 | \$1.50 | \$9,495.00 | \$1.40 | \$8,862.00 | \$1.70 | \$10,761.00 | \$1.50 | \$9,495.00 | \$2.00 | \$12,660.00 | \$1.60 | \$10,128.00 |
| 59 | 5009 5 Inch Yellow Thermoplastic Pavement Marking Line | 4040 | LF | \$1.65 | \$6,666.00 | \$1.55 | \$6,262.00 | \$1.40 | \$5,656.00 | \$1.70 | \$6,868.00 | \$1.50 | \$6,060.00 | \$2.00 | \$8,080.00 | \$1.60 | \$6,464.00 |
| 60 | 5010 10 Inch Yellow Thermoplastic Pavement Marking Line | 1650 | LF | \$2.60 | \$4,290.00 | \$3.15 | \$5,197.50 | \$3.00 | \$4,950.00 | \$3.30 | \$5,445.00 | \$3.00 | \$4,950.00 | \$3.00 | \$4,950.00 | \$3.20 | \$5,280.00 |
| 61 | 5011 12 Inch White Thermoplastic Pavement Marking Line | 1350 | LF | \$3.85 | \$5,187.50 | \$5.95 | \$8,032.50 | \$6.50 | \$8,775.00 | \$5.80 | \$7,830.00 | \$5.25 | \$7,087.50 | \$6.00 | \$8,100.00 | \$5.50 | \$7,425.00 |
| 62 | 5012 24 Inch White Thermoplastic Pavement Marking Line | 450 | LF | \$13.75 | \$6,187.50 | \$11.90 | \$5,355.00 | \$16.00 | \$7,200.00 | \$9.80 | \$4,410.00 | \$8.90 | \$4,005.00 | \$13.00 | \$5,850.00 | \$9.40 | \$4,230.00 |
| 63 | 5013 White Thermoplastic Pavement Marking Legends and Symbols | 655 | SF | \$26.00 | \$17,030.00 | \$22.00 | \$14,410.00 | \$33.00 | \$21,615.00 | \$11.00 | \$7,205.00 | \$10.00 | \$6,550.00 | \$23.00 | \$15,065.00 | \$11.00 | \$7,205.00 |
| 64 | 5014 Removal of Existing Pavement Marking Lines - Any Width | 5050 | LF | \$2.15 | \$10,857.50 | \$1.30 | \$6,565.00 | \$3.00 | \$15,150.00 | \$0.60 | \$3,030.00 | \$0.55 | \$2,775.00 | \$1.50 | \$7,575.00 | \$0.56 | \$2,828.00 |
| 65 | 5015 Removal of Existing Pavement Marking Symbols | 34 | EA | \$300.00 | \$10,200.00 | \$157.50 | \$5,355.00 | \$280.00 | \$9,520.00 | \$75.00 | \$2,550.00 | \$68.00 | \$2,312.00 | \$167.00 | \$5,678.00 | \$72.00 | \$2,448.00 |
| 66 | 6001 5 Inch Concrete Sidewalk | 11920 | SF | \$7.30 | \$87,016.00 | \$8.30 | \$98,936.00 | \$7.90 | \$94,168.00 | \$7.85 | \$93,572.00 | \$8.80 | \$104,896.00 | \$13.00 | \$154,960.00 | \$12.00 | \$143,040.00 |
| 67 | 6002 Concrete Sidewalk At Turndown | 1200 | SF | \$9.40 | \$11,280.00 | \$9.00 | \$10,800.00 | \$8.62 | \$10,344.00 | \$8.60 | \$10,320.00 | \$9.50 | \$11,400.00 | \$16.00 | \$19,200.00 | \$15.00 | \$18,000.00 |
| 68 | 6003 Concrete for future Bus Shelter | 415 | SF | \$10.75 | \$4,461.25 | \$9.10 | \$3,776.50 | \$9.00 | \$3,735.00 | \$8.60 | \$3,569.00 | \$11.25 | \$4,668.75 | \$33.00 | \$13,695.00 | \$31.00 | \$12,865.00 |
| 69 | 6004 Type A Concrete Curb and Gutter | 3020 | LF | \$25.00 | \$75,500.00 | \$21.20 | \$64,024.00 | \$25.70 | \$77,614.00 | \$26.00 | \$78,520.00 | \$21.00 | \$63,420.00 | \$41.50 | \$125,330.00 | \$33.00 | \$99,660.00 |
| 70 | 6005 Detectable Warning Surface for Curb Ramps | 87 | SF | \$35.00 | \$3,045.00 | \$36.75 | \$3,197.25 | \$39.00 | \$3,393.00 | \$42.00 | \$3,654.00 | \$38.00 | \$3,306.00 | \$64.00 | \$5,568.00 | \$90.00 | \$7,830.00 |
| 71 | 7001 Placing Salvaged Topsoil, 4 Inch Depth | 15500 | SY | \$1.75 | \$27,125.00 | \$4.40 | \$68,200.00 | \$1.84 | \$28,520.00 | \$1.15 | \$17,825.00 | \$1.00 | \$15,500.00 | \$5.94 | \$92,070.00 | \$2.00 | \$31,000.00 |
| 72 | 7002 Contingent: Placing Furnished Topsoil, 4 Inch Depth | 2500 | SY | \$5.40 | \$13,500.00 | \$6.15 | \$15,375.00 | \$7.58 | \$18,950.00 | \$6.60 | \$16,500.00 | \$9.25 | \$23,125.00 | \$18.08 | \$45,200.00 | \$9.30 | \$23,250.00 |
| 73 | 7003 Temporary Seed | 21000 | SY | \$0.35 | \$7,350.00 | \$0.25 | \$5,250.00 | \$0.36 | \$7,560.00 | \$0.25 | \$5,250.00 | \$0.30 | \$6,300.00 | \$0.28 | \$5,880.00 | \$0.46 | \$9,660.00 |
| 74 | 7004 Temporary Mulch | 21000 | SY | \$0.15 | \$3,150.00 | \$0.20 | \$4,200.00 | \$0.42 | \$8,820.00 | \$0.25 | \$5,250.00 | \$0.35 | \$7,350.00 | \$0.28 | \$5,880.00 | \$0.80 | \$16,800.00 |
| 75 | 7005 Type A Soil Stabilization Matting | 3660 | SY | \$1.70 | \$6,222.00 | \$3.00 | \$10,980.00 | \$1.55 | \$5,673.00 | \$2.70 | \$9,882.00 | \$2.75 | \$10,065.00 | \$2.50 | \$9,150.00 | \$4.00 | \$14,640.00 |
| 76 | 7006 Contingent: Type D Permanent Soil Stabilization Matting | 1000 | SY | \$4.00 | \$4,000.00 | \$3.50 | \$3,500.00 | \$4.00 | \$4,000.00 | \$10.50 | \$10,500.00 | \$5.00 | \$5,000.00 | \$7.25 | \$7,250.00 | \$6.00 | \$6,000.00 |
| 77 | 7007 Turfgrass Establishment | 15500 | SY | \$0.95 | \$14,725.00 | \$0.80 | \$12,400.00 | \$0.80 | \$12,400.00 | \$0.90 | \$13,950.00 | \$1.00 | \$15,500.00 | \$0.95 | \$14,725.00 | \$1.20 | \$18,600.00 |
| 78 | 8001 Square Perforated Tubular Steel Posts | 60 | LF | \$79.00 | \$4,740.00 | \$21.00 | \$1,260.00 | \$11.45 | \$687.00 | \$29.00 | \$1,740.00 | \$20.00 | \$1,200.00 | \$11.00 | \$660.00 | \$13.00 | \$780.00 |
| 79 | 8002 Square Tubular Steel Anchor Bases | 6 | EA | \$61.00 | \$366.00 | \$78.75 | \$472.50 | \$90.00 | \$540.00 | \$115.00 | \$690.00 | \$90.00 | \$540.00 | \$125.00 | \$750.00 | \$176.00 | \$1,056.00 |
| 80 | 8003 Sheet Aluminium Signs | 55 | SF | \$23.50 | \$1,292.50 | \$31.50 | \$1,732.50 | \$50.00 | \$2,750.00 | \$69.00 | \$3,795.00 | \$80.00 | \$4,400.00 | \$28.00 | \$1,540.00 | \$66.00 | \$3,630.00 |
| 81 | 8004 8 Inch Steel Sleeve for Utility Crossings | 100 | LF | \$71.00 | \$7,100.00 | \$90.00 | \$9,000.00 | \$125.00 | \$12,500.00 | \$140.00 | \$14,000.00 | \$131.00 | \$13,100.00 | \$78.00 | \$7,800.00 | \$102.00 | \$10,200.00 |
| 82 | 8005 18 Inch Steel Sleeve for Utility Crossings | 90 | LF | \$140.00 | \$12,600.00 | \$115.00 | \$10,350.00 | \$280.00 | \$25,200.00 | \$177.00 | \$15,930.00 | \$265.00 | \$23,850.00 | \$155.00 | \$13,950.00 | \$202.00 | \$18,180.00 |
| 83 | 8006 (2) 6-inch, (2) 5-Inch, (2) 4-Inch PVC Conduit Bank, Trenched | 200 | LF | \$92.00 | \$18,400.00 | \$117.10 | \$23,420.00 | \$52.50 | \$10,500.00 | \$92.00 | \$18,400.00 | \$135.00 | \$27,000.00 | \$108.00 | \$21,600.00 | \$140.00 | \$28,000.00 |
| 84 | 8007 12 inch Ductile Iron Waterline Complete | 25 | LF | \$355.00 | \$8,875.00 | \$818.50 | \$20,462.50 | \$300.00 | \$7,500.00 | \$558.00 | \$13,950.00 | \$750.00 | \$18,750.00 | \$566.00 | \$14,150.00 | \$972.00 | \$24,300.00 |
| 85 | 8008 Relocate Existing Electrical Vault On-Site | 1 | EA | \$1,030.00 | \$1,030.00 | \$1,500.00 | \$1,500.00 | \$8,500.00 | \$8,500.00 | \$9,400.00 | \$9,400.00 | \$2,350.00 | \$2,350.00 | \$5,214.00 | \$5,214.00 | \$500.00 | \$500.00 |



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0187) Pavement Condition Survey

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Scott Hobbs, Director of Engineering

RECOMMENDED MOTION: Move to authorize by Resolution for the Division of Engineering to purchase pavement scanning services from StreetScan USA, INC. of Wakefield MA at the contracted unit prices totaling \$207,770 based on the contract awarded by Pierce County, Washington, SC-110361 Pavement Scanning Services.

REPORT-IN-BRIEF: The Division of Engineering is requesting to purchase pavement scanning services (pavement condition survey/management/software) to support the County's pavement maintenance program. The pavement maintenance program involves pavement preservation, repair, and rehabilitation. Obtaining road survey information is a valuable part of the program in determining pavement condition, life cycle costs, and priorities for the approximately 900 miles of road on inventory.

DISCUSSION: The Code of the Public Laws of Washington County, Maryland §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. Pierce 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 security equipment in accordance with the Code 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 these services because of the economies of scale this contract has leveraged. Acquisition of these services by utilizing the Pierce County, Washington, contract and eliminating our county's bid process would result in administrative efficiencies and cost savings for the Washington County Engineering Department and Purchasing Department. I am confident that any bid received as a result of an independent County solicitation would exceed the spending savings that Pierce County, Washington, contract provides through this agreement.

FISCAL IMPACT: The project will utilize available funds from the Pavement Maintenance & Rehabilitation Program budget (RDI024) in the Capital Improvement Plan (CIP).

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0187] Pavement Condition Survey)

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 Division of Engineering seeks to purchase pavement scanning services from StreetScan USA, INC., of Wakefield, Massachusetts, at contract unit prices totaling \$207,770, based on the contract awarded by Pierce County, Washington (SC-110361 Pavement Scanning Services).

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 Division of Engineering is hereby authorized to purchase pavement scanning services from StreetScan USA, INC., of Wakefield, Massachusetts, at contract unit prices totaling \$207,770, based on the contract awarded by Pierce County, Washington (SC-110361 Pavement Scanning Services).

Adopted and effective this ____ day of April, 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

Open Session Item

SUBJECT: Bid Award (PUR-1728) Cellular Remote Monitoring for Pumping Stations

PRESENTATION DATE: April 15, 2025

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

RECOMMENDED MOTION: Move to award the procurement of a cellular remote monitoring and control system, for the Washington County Department of Water Quality to STH, Inc (Shafer, Troxell & Howe, Inc.) of Frederick, MD for a Total Sum Bid Price of \$210,740. This award is contingent upon receiving approval from the EPA.

REPORT-IN-BRIEF: The contractor shall furnish a cellular remote monitoring and control system. All equipment is to be factory assembled, wired, and tested prior to shipment. Water Quality personnel will then install the SCADA units at each of the pump stations.

The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" website, the County's website, in the local newspaper; and on the County's new electronic bid site (Enuna/Ionwave). Twenty-three (23) persons/companies registered/downloaded the bid document online and one (1) bid was received.

FISCAL IMPACT: The County has a Congressional award that will pay for 80% of the equipment cost up to \$200K. Bid amount \$210,740.00 * 80% = \$168,592.00 EPA Grant, the remaining \$42,148.00 will be County funds from CIP project COM032 SCADA Updates.

Since we didn't reach the maximum amount of the grant award, EPA will permit the labor installation costs, associated with the SCADA installation, to be included as part of the grant award. By allowing the County to include direct labor cost, we'll be able to receive the maximum grant award of \$200K.

CONCURRENCES: Mark Bradshaw, Division Director of Environmental Management

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1728 Cellular Remote Monitoring for Pumping Stations

| | | | | | |
|---|---|------------|------------|---------------------|--------------------|
| 1 | Cellular Remote Monitoring for Pumping Stations | | | | |
| | Supplier | QTY | UOM | Unit Price | Total Price |
| | STH, Inc. (Shafer, Troxell & Howe, Inc.) | 57 | EA | \$2,990.00 | \$170,430.00 |
| 2 | Blue Ribbon Submersible Level Transmitters, Model BC001 BIRDCAGE, Transducer Pressure Upper Limit 5 PSI, Cord Length 50' | | | | |
| | Supplier | QTY | UOM | Unit Price | Total Price |
| | STH, Inc. (Shafer, Troxell & Howe, Inc.) | 48 | EA | \$695.00 | \$33,360.00 |
| 3 | Blue Ribbon Submersible Level Transmitters, Model BC001 BIRDCAGE, Transducer Pressure Upper Limit | | | | |
| | Supplier | QTY | UOM | Unit Price | Total Price |
| | STH, Inc. (Shafer, Troxell & Howe, Inc.) | 10 | EA | \$695.00 | \$6,950.00 |
| TOTAL LUMP SUM (Item Nos. 1 through 3 above) | | | | \$210,740.00 | |

REMARKS:

Product is not available to meet BABA requirements but does meet EPA guidelines as outlined here: From OMB Guidance M-22-11: "...all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation...". The manufactured products category would cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, common manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0186) Fire Training Tower

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Kevin Lewis, Director of Training and Quality Assurance/Quality Control, Division of Emergency Services

RECOMMENDED MOTION: Move to authorize by Resolution for the Division of Emergency Services to purchase a fire training tower from WHP Trainingtowers of Grandview, MO based on its proposal dated April 1, 2025, for a total proposal price of \$1,608,582.75 and to utilize another jurisdiction's contract (#011822-JHK) that was awarded by Sourcewell to WHP Trainingtowers.

REPORT-IN-BRIEF: The Division of Emergency Services is requesting to purchase a fire training tower to support the County's fire, police, and emergency services training program at the Public Safety Training Center (18350 Public Safety Place).

DISCUSSION: 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. Sourcewell 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 the tower 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 the tower 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 Sourcewell 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.

FISCAL IMPACT: The project will utilize available funds from the Burn Building – PSTC Training Center budget (BLD107) in the Capital Improvement Plan (CIP).

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Proposal, Drawings, Resolution

AUDIO/VISUAL TO BE USED: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0186] Fire Training Tower)

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 Division of Emergency Services seeks to purchase a fire training tower from WHP Trainingtowers of Grandview, Missouri, based on its proposal dated April 1, 2025, for a total proposed price of \$1,608,582.75, and to utilize another jurisdiction's contract (#011822-JHK) that was awarded by Sourcewell to WHP Trainingtowers.

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 Division of Emergency Services is hereby authorized to purchase a fire training tower from WHP Trainingtowers of Grandview, Missouri, based on its proposal dated April 1, 2025, for a total proposed price of \$1,608,582.75, and to utilize another jurisdiction's contract (#011822-JHK) that was awarded by Sourcewell to WHP Trainingtowers.

Adopted and effective this ____ day of April, 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



April 1st, 2025

Ref Number: 2025R39 (via email)

Brennan Garrett, Senior Architectural Project Manager
Washington County
747 Northern Avenue
Hagerstown, MD 21742

240-313-2474
bgarrett@washco-md.net

Re: Sourcewell WHP Fire Training Tower Proposal for Washington County Public Safety Training Facility

Dear Mr. Garrett,

We are pleased to provide you with the following Sourcewell Proposal for a **CUSTOM 5th ALARM FOUR-STORY WHP** training simulator utilizing WHP contract number 011822-JHK and the Washington County number 18599.

The simulator would consist of a structure that would approximate the following:

1. Section A will be a **Four-Story Tower** approximately 21'-11" W x 21'-11" L x 44'-0" H (to top of parapet).
 - a. Three (3) interior floors (2nd, 3rd, 4th)
 - b. One (1) flat roof with parapet roof guard system
 - c. Four (4) 3'-0" chain gates, two (2) openings on front and rear of the Tower
 - d. Four (4) rappelling anchors on the roof
 - e. One (1) rappel railing
 - f. One (1) 2'-6" x 3'-0" Bilco roof hatch with 10' ladder leading to it
 - g. One (1) four-story interior stair with intermediate landings
 - h. One (1) five-story exterior stair with intermediate landings to the roof of the Tower with doors to the second, third, and fourth floor of the Tower
 - i. Two (2) 4'x7' cantilevered balconies on fourth floor – double-swing gates for railing at one location
 - j. One (1) inset balcony with a burn room door – double-swing gates for railing
 - k. Four (4) 3' x 7' plate steel doors and hardware

- l. One (1) 6'x7' plate steel double door and hardware
 - m. One (1) 3' x 7' plate steel burn room door
 - n. One (1) forcible entry plate steel door on first floor of Tower
 - o. One (1) tactical forcible entry door (Catalyst Door) from tower to Residential on second floor
 - p. One (1) 30,000 cfm wireless smoke distribution system with eight (8) controllable runs to Tower floors, Residential, and attic
 - q. One (1) four-story standpipe system with FD Siamese connection and dry sprinkler heads on 2nd floor of Tower
 - r. Three (3) 3' x 4' window openings with latching shutters
 - s. One (1) 3' x 4' burn window opening with latching shutter
 - t. One (1) Third floor Class A burn room protected per drawings with a Padgenite Interlock™ liner system
 - u. One (1) temperature monitoring system
2. Section B will be a **Two-Story Residential/Industrial** section approximately 21'-11" W x 35'-0" L x 24'-0" H.
- a. One (1) gable roof, 5/12 and 9/12 un-equal pitch with perimeter welded guardrail
 - b. Two (2) 8'-0" chain gates, one (1) on each 18'6"-0" face of the Residential/industrial gabled roof
 - c. Two (2) chop outs on gabled roof, one (1) 48" x 48" chop out and one (1) 48" x 96" chop out
 - d. One (1) attic space provided between the gabled roof and the second floor
 - e. One (1) parapet roof with two (2) chain gate openings and 3' x 3' access to the attic
 - f. One (1) 3' x 3' framed window opening with latching shutter at exterior gabled end of the attic
 - g. Six (6) 3' x 4' framed window openings with latching shutters
 - h. One (1) 3' x 4' framed burn room window opening with latching shutter
 - i. One (1) 6' x 4' double window with latching shutters
 - j. One (1) 6' x 7' exterior plate steel door and hardware
 - k. Eight (8) 3' x 7' exterior plate steel door and hardware
 - l. One (1) 4' x 7' cantilevered balcony
 - m. Five (5) 3' x 7' burn room plate steel doors and hardware
 - n. One (1) Second floor corridor and Class B burn room protected per drawings with a Padgenite Interlock™ liner system
 - o. One (1) KFT Fire Trainers gas simulator with flashover
 - p. One (1) Interior "L" shaped stair
 - q. Twelve (12) flat wall maze panels
 - r. Two (2) door maze panels
3. Section C will be a **One-Story Annex** approximately 21'-11" W x 14'-6" L x 10'-0" H.
- a. One (1) working bar grate roof with flat 3-line perimeter railing
 - b. One (1) 3' x 4' framed burn room window opening with latching shutter
 - c. One (1) 3' x 7' exterior burn room plate steel door and hardware

- d. One (1) Class B burn room shall be protected with a Padgenite Interlock™ liner system
- e. One (1) KFT Fire Trainer gas simulator
- f. One (1) exterior two-story stair

| | <u>MSRP</u> | <u>Sourcewell</u> |
|-------------------------|---------------------|-----------------------|
| Materials: | \$906,743.00 | \$816,068.70 |
| Freight: | \$64,959.00 | \$61,711.05 |
| Labor: | \$332,060.00 | \$315,457.00 |
| Slab on Decking: | \$64,909.00 | \$64,909.00 |
| Class B Props: | <u>\$350,438.00</u> | <u>\$350,438.00</u> |
| Total: | \$1,719,108.00 | \$1,608,582.75 |

Foundation design is included in the above cost.

Adequate gas and power are supplied by the owner to the building and they will be distributed through the building as necessary by WHP and KFT.

Schedule: We would require 4 weeks to prepare conceptual drawings after award of the contract or purchase order and 18-20 weeks for delivery after receipt of approved drawings. If the foundation is in place the erection would be complete approximately 13-15 weeks after delivery of building. Some optional items such as brick exteriors will require more time to complete erection.

Design Criteria: Pricing is based on the following structural design criteria per IBC 2021:

1. *Live Loads-* (a) Roof: 100 psf (b) Floor: 100 psf (c) Attic: 100 psf
2. *Wind Loads-* (a) Speed: 115 mph (b) Exposure: C
3. *Seismic Loads-* (a) Coefficient Ss [max]: 55 (b) Coefficient S1 [max]: 13
4. *Soil Capacity-* Minimum 1500 lbs/sq.ft.

*Requirements exceeding these loads may result in additional costs.

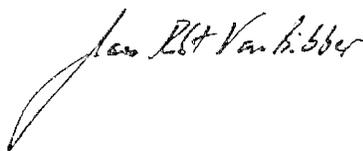
Terms & Conditions: The parties (WHP Training Towers and Customer as indicated on this Proposal) agree that supply chain issues, beyond our control, may impact both the timing of performance of the Work and costs of the Work. Performance will be excused, and the parties will not be liable for any failure to perform under this Agreement, when we are unable, despite reasonable and diligent efforts to do so, to obtain raw materials or equipment or supplies on commercially reasonable terms. The price for the Work in this Proposal is based on current materials or supply prices, but the market for the materials and equipment is currently considered to be volatile, and sudden price increases could occur which arise from tariffs or otherwise. As such, should there be an increase in the prices of specified materials that are purchased *after execution of contract* for use in this Project, the Customer agrees to pay that cost increase to WHP Training Towers.

Exclusions: We exclude from our proposal: Prevailing wage rates, bonds, taxes, permits, special insurance requirements if any, field painting of exterior handrails and stairs, mechanical, electrical, fire protection systems, outdoor gas fired simulators, winter conditions, foundations, slab on grade, anchor bolts, site work, excavation, engineering layout and general condition items and any other miscellaneous fees. Prevailing wage rates, if any will be applied to the labor cost to erect the simulator.

Terms: For materials a deposit of 25% on the building package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1 ½ % per month on balances in excess of 30 days. Financing is available through lease purchase programs.

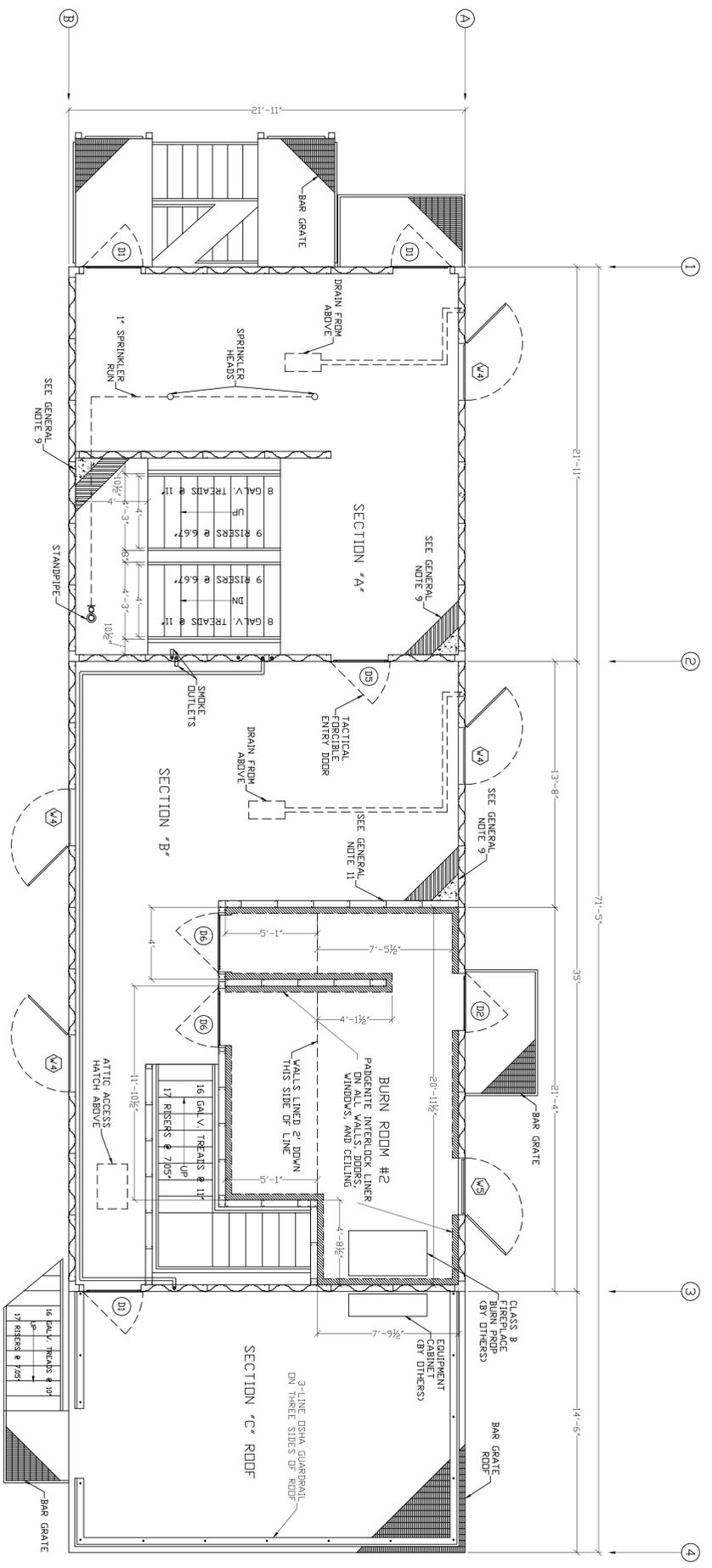
We hope you find the proposal acceptable. If we can provide you with further information, please feel free to call.

Sincerely,

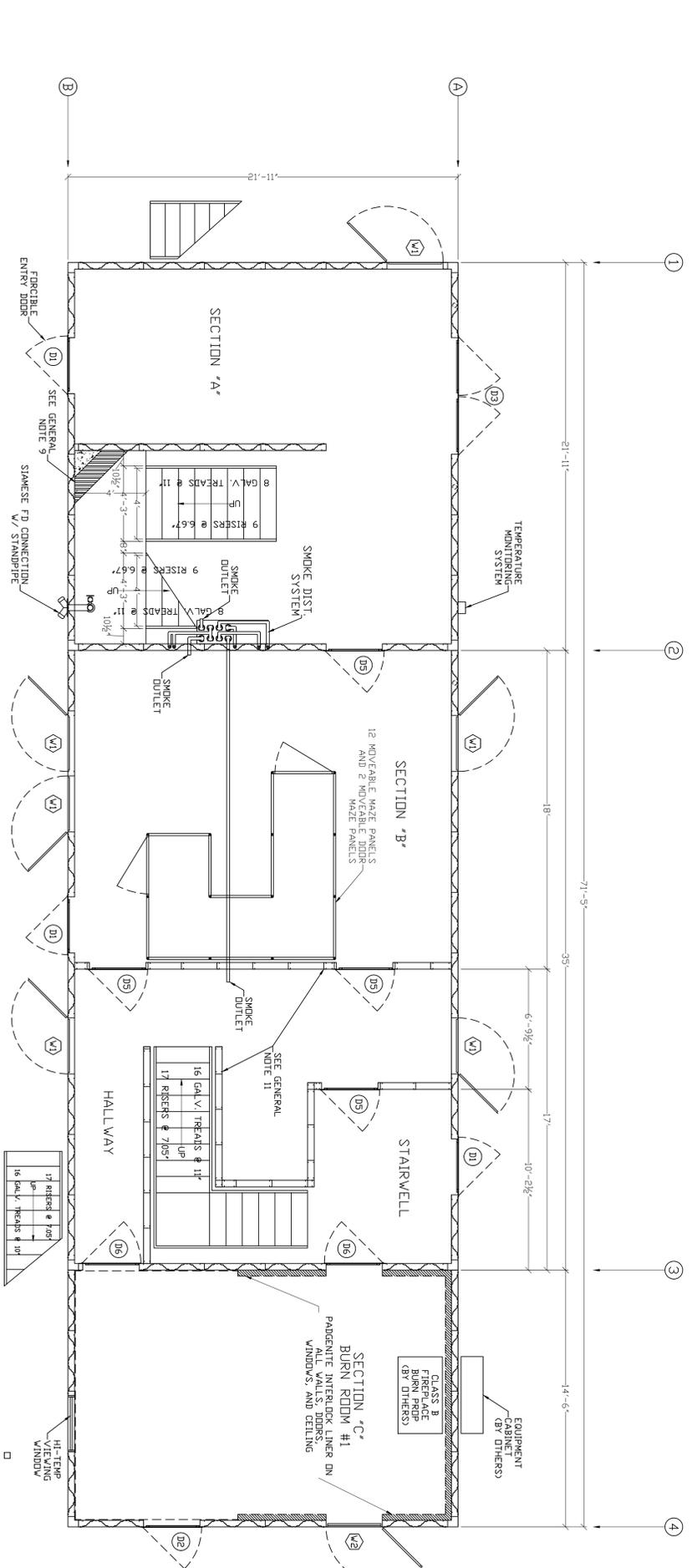


Capt. Rob Van Bibber (Ret.)
WHP Trainingtowers™

| | |
|----------------------|-------|
| Approval | |
| Print Name | _____ |
| Signature | _____ |
| Date | _____ |
| Tax Exempt Number | _____ |



TOWER AND RESIDENTIAL 2ND FLOOR PLAN AND ANNEX ROOF PLAN
SCALE 1/4" = 1'-0"



TOWER, RESIDENTIAL, AND ANNEX 1ST FLOOR PLAN
SCALE 1/4" = 1'-0"

| PROJECT NUMBER: | 00-W-000 | REVISION DATES: |
|-------------------|----------|-----------------|
| PROJECT DIRECTOR: | | 1 |
| DRAWN BY: | JCM | 2 |
| REVIEWED BY: | PK | 3 |
| PRINT DATE: | 04-23-24 | 4 |

FIRST FLOOR AND SECOND FLOOR PLANS

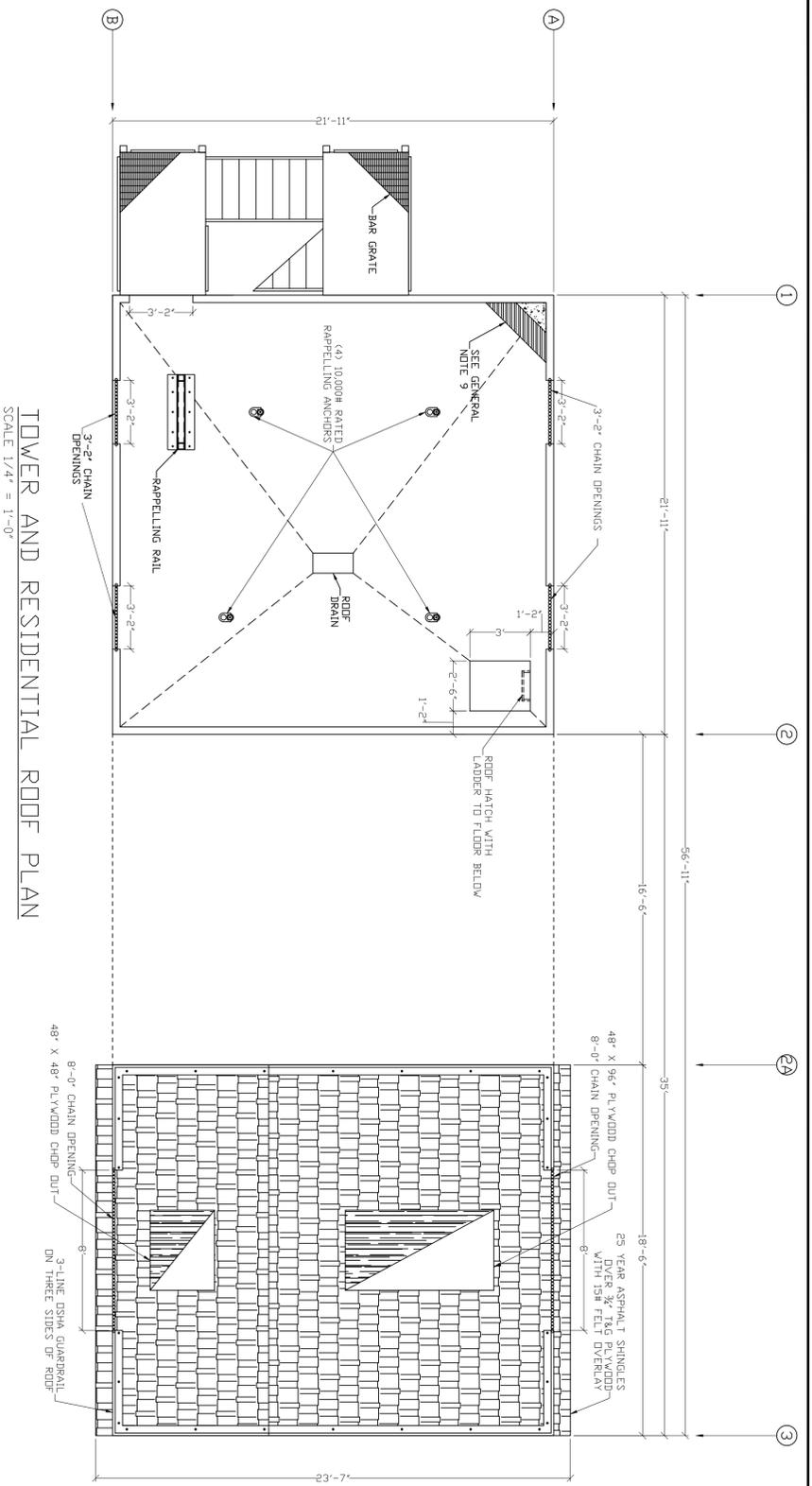
THIS DOCUMENT IS THE PROPERTY OF WHP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WHP. WHP SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. WHP SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES. WHP SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES. WHP SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY OTHER SOURCES.

CUSTOM 5TH ALARM - FOUR STORY FIRE TRAINING SIMULATOR

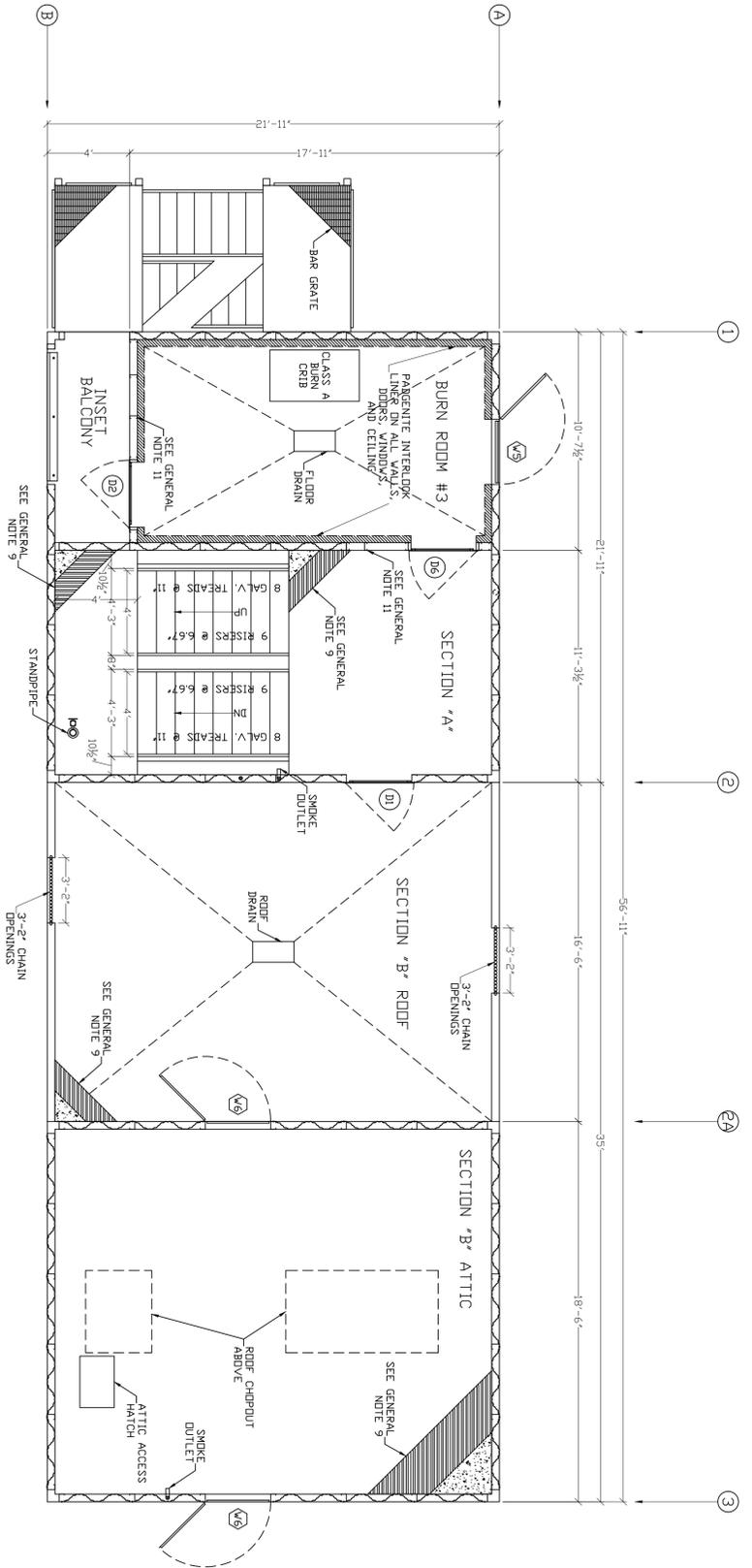
WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES
TRAINING SIMULATOR



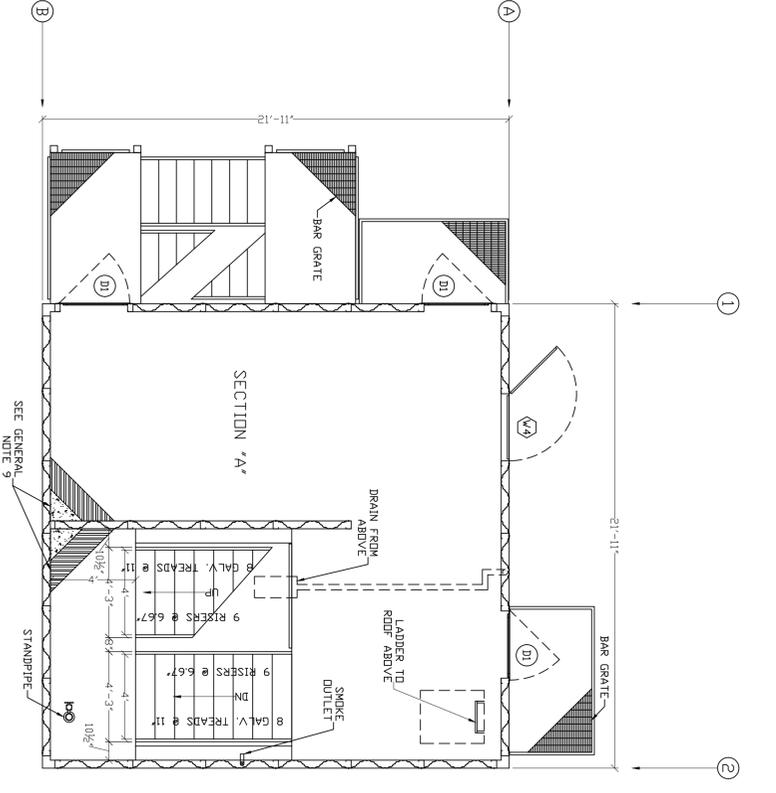
A DIV. OF JAHNKE AND SONS CONSTRUCTION, INC.
519 DUCK RD GRANDVIEW, MO 64030
TEL. 913-385-3663 info@trainingtowers.com
TOLL FREE 1-800-351-2525 www.trainingtowers.com



TOWER AND RESIDENTIAL ROOF PLAN
SCALE 1/4" = 1'-0"



TOWER 3RD FLOOR PLAN AND RESIDENTIAL ATTIC PLAN
SCALE 1/4" = 1'-0"



TOWER 4TH FLOOR PLAN
SCALE 1/4" = 1'-0"

| | | | |
|------------------|----------|-----------------|--|
| PROJECT NUMBER: | 00-W-000 | REVISION DATES: | |
| PROJECT ERECTOR: | | | |
| DRAWN BY: | JCM | | |
| REVIEWED BY: | PK | | |
| PRINT DATE: | 04-23-24 | | |

THIRD FLOOR,
FOURTH FLOOR,
AND TOWER ROOF PLANS

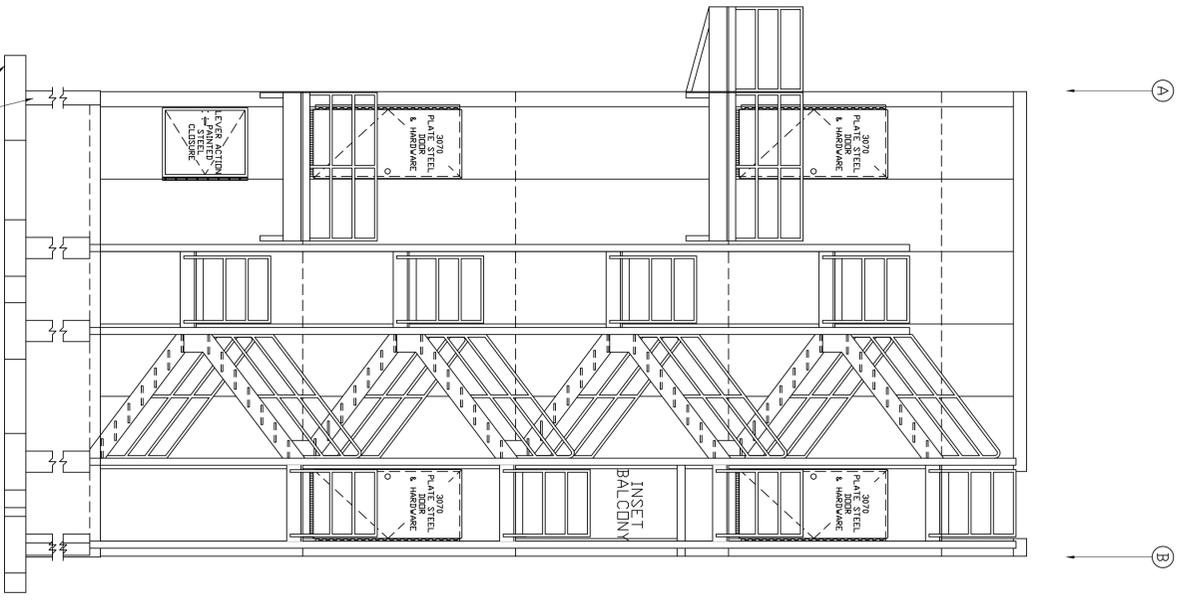
THESE DRAWINGS SPECIFICALLY INTEND TO BE USED FOR THE CONSTRUCTION OF THE TOWER AND RESIDENTIAL ROOF PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

CUSTOM 5TH ALARM - FOUR STORY FIRE TRAINING SIMULATOR

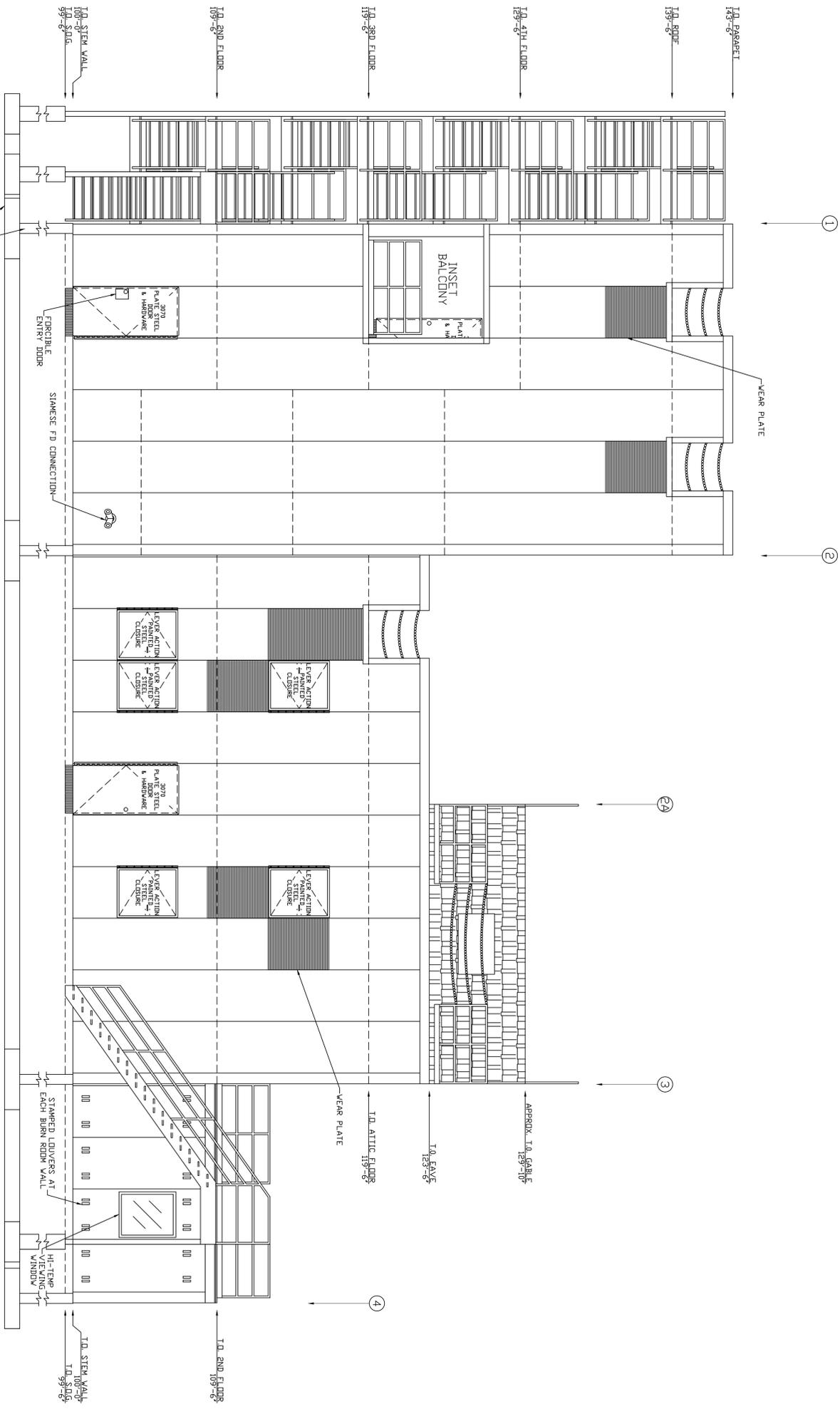
WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES
TRAINING SIMULATOR



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519 DUCK RD GRANDVIEW, MO 64030
TEL. 913-385-3663 info@trainingtowers.com
TOLL FREE 1-800-351-2525 www.trainingtowers.com



LEFT SIDE ELEVATION
SCALE 1/4" = 1'-0"



FRONT SIDE ELEVATION
SCALE 1/4" = 1'-0"

| | | | |
|-------------------|----------|-----------------|--|
| PROJECT NUMBER: | 00-W-000 | REVISION DATES: | |
| PROJECT DIRECTOR: | | 1 | |
| DRAWN BY: | JCM | 2 | |
| REVIEWED BY: | PKJ | 3 | |
| PRINT DATE: | 04-23-24 | 4 | |

FRONT SIDE AND LEFT SIDE ELEVATIONS

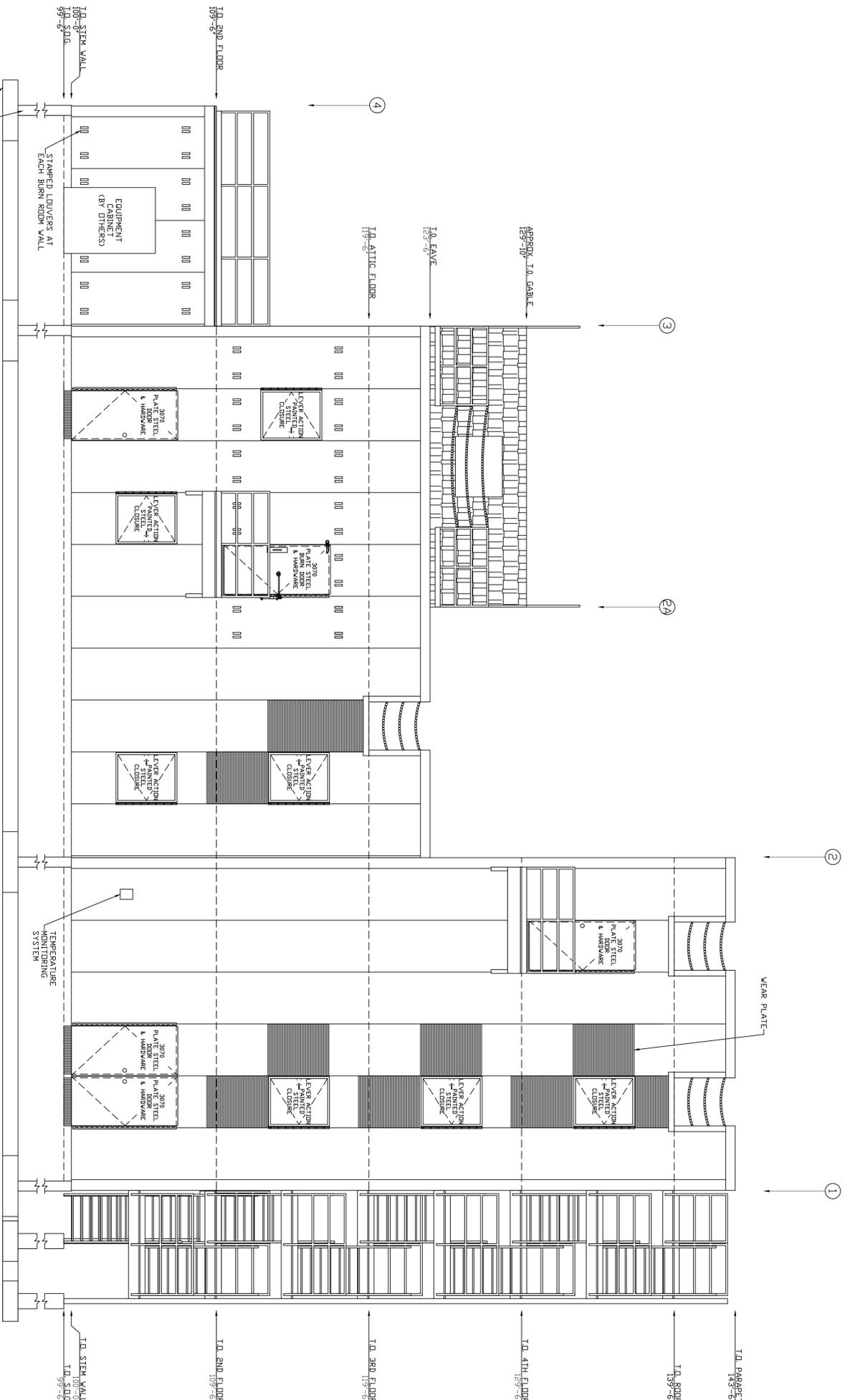
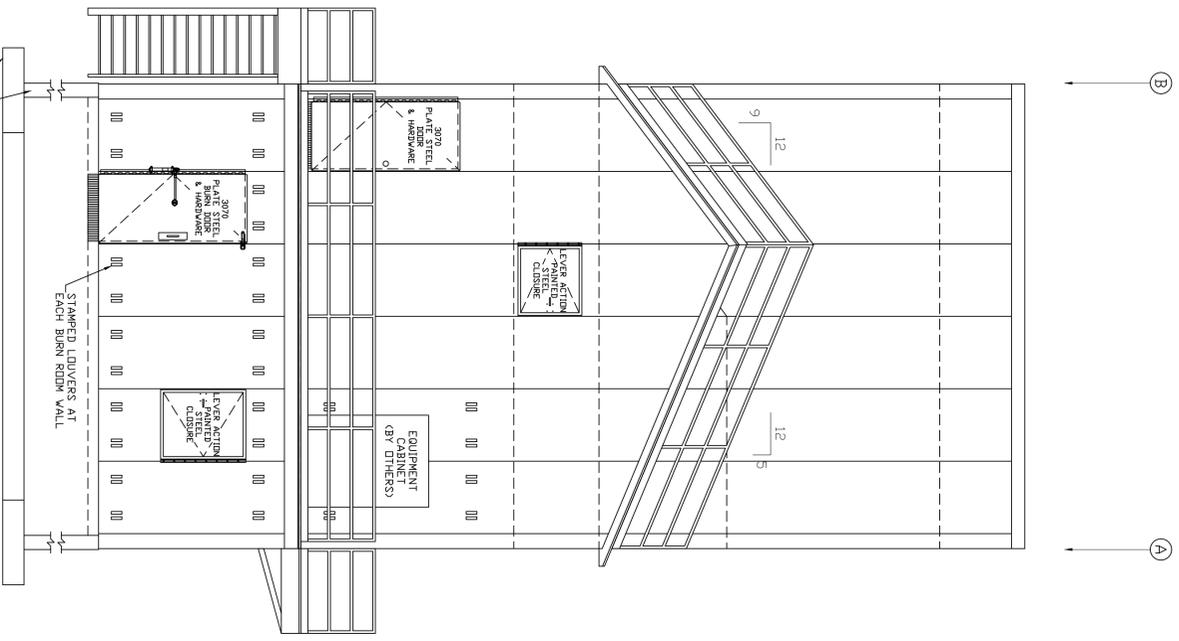
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES IS STRICTLY PROHIBITED. THESE DRAWINGS SPECIFICALLY IDENTIFY THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES IS STRICTLY PROHIBITED.

CUSTOM 5TH ALARM - FOUR STORY FIRE TRAINING SIMULATOR

WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES
TRAINING SIMULATOR



A DIV. OF JAHNKE AND SONS CONSTRUCTION, INC.
519 DUCK RD GRANDVIEW, MO 64030
TEL. 913-385-3663 info@trainingtowers.com
TOLL FREE 1-800-351-2525 www.trainingtowers.com



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| PROJECT NUMBER: | 00-W-000 | REVISION DATES: | |
| PROJECT ERECTOR: | | 1 | |
| DRAWN BY: | JCM | 2 | |
| REVIEWED BY: | PK | 3 | |
| PRINT DATE: | 04-23-24 | 4 | |

REAR SIDE AND RIGHT SIDE ELEVATIONS

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES. IT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED IN THE CONTRACT. ANY REPRODUCTION OR TRANSMISSION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES IS STRICTLY PROHIBITED. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS INFORMATION.

CUSTOM 5TH ALARM - FOUR STORY FIRE TRAINING SIMULATOR

WASHINGTON COUNTY DIVISION OF EMERGENCY SERVICES
TRAINING SIMULATOR



A DIV. OF JAHNKE AND SONS CONSTRUCTION, INC.
519 DUCK RD GRANDVIEW, MO 64030
TEL. 913-385-3663 info@trainingtowers.com
TOLL FREE 1-800-351-2525 www.trainingtowers.com



Open Session Item

SUBJECT: Bid Award (PUR-1732) Grinder Pumps for the Department of Water Quality (DWQ)

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Carin Bakner, Buyer, Purchasing Department; Joe Moss, P.E., Deputy Director of Engineering, Environmental Management

RECOMMENDED MOTION: Move to award the procurement of sixty (60) Liberty grinder pumps and fifty-two (52) Liberty control panels to the responsive, responsible bidder, BT Plumbing Supply, Inc. of Finksburg, MD, for a Total Sum Bid Price of \$123,436.00.

REPORT-IN-BRIEF: The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" website, the County's website, in the local newspaper, and on the County's new electronic bid site (Euna/Ionwave). Forty-eight (48) persons/companies registered/downloaded the bid document online, and on April 2, 2025, the county accepted bids; fourteen (14) bids were received.

Background: The Purchasing Department received a request from DWQ regarding the procurement of grinder pumps. This procurement is to replenish the inventory on these pumps to satisfy contractors requests for installation. Previously, the County installed E-One grinder pumps to serve the residents of Washington County. E-One no longer offers rebuild kits for our model of pump, thus requiring us to replace the aging E-One pumps. Liberty manufactures a retrofit system that can be installed into the existing E-One tank without any modification. Whether it is a residential, commercial, or industrial application, Liberty provides a wide applicability of retrofit pump packages.

FISCAL IMPACT: Funds are budgeted in the amount of \$148,859.27 in Water Quality's Capital Improvement Project (CIP) account 525000-32-42010-EQP055-EQPT-000000, Replacement of Grinder Pumps.

CONCURRENCES: Mark Bradshaw, Division Director of Environmental Management

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1732
Grinder Pumps

1 Liberty Model LSG202-RE E/ONE Grinder 2 HP 208/230V 1 PH 60 HZ 3450 RPM, 25' CORD, Retro-Fit System

| Supplier | QTY | UOM | Unit Price | Total Price | Supplier Notes |
|--|-----|-----|------------|--------------|---|
| BT Plumbing Supply, Inc. | 20 | EA | \$2,338.00 | \$46,760.00 | |
| Aquaflow Pump & Supply | 20 | EA | \$2,361.98 | \$47,239.60 | |
| STH, Inc. (Shafer, Troxell & Howe, Inc.) | 20 | EA | \$2,385.00 | \$47,700.00 | |
| Core and Main LP | 20 | EA | \$2,386.85 | \$47,737.00 | |
| Back River Pre-Cast, LLC. | 20 | EA | \$2,427.00 | \$48,540.00 | Substituting with a Franklin IGP-A-RFKS |
| Sydnor Hydro, Inc. | 20 | EA | \$2,691.35 | \$53,827.00 | |
| Fridinger-Ritchie Co Inc | 20 | EA | \$2,745.00 | \$54,900.00 | |
| Technical Sales Corporation | 20 | EA | \$3,528.00 | \$70,560.00 | |
| Technology International, Inc. | 20 | EA | \$3,650.00 | \$73,000.00 | |
| Jaak Tech LLC | 20 | EA | \$3,697.76 | \$73,955.20 | |
| Grassfield Construction LLC | 20 | EA | \$4,203.15 | \$84,063.00 | |
| Media Centre (Luther Washington) | 20 | EA | \$4,420.00 | \$88,400.00 | |
| Westex Group | 20 | EA | \$7,186.00 | \$143,720.00 | |
| Sign Media, Inc. | 20 | EA | No Bid | | |

2 Liberty LSG202M Omnivore Grinder 2 HP 208/230V 1PH 60HZ 3450 RPM, 25' CORD, 1-¼ in. Discharge, 15 AMPS

| Supplier | QTY | UOM | Unit Price | Total Price | Supplier Notes |
|--|-----|-----|------------|--------------|--|
| BT Plumbing Supply, Inc. | 40 | EA | \$1,294.00 | \$51,760.00 | |
| Aquaflow Pump & Supply | 40 | EA | \$1,306.78 | \$52,271.20 | |
| STH, Inc. (Shafer, Troxell & Howe, Inc.) | 40 | EA | \$1,319.00 | \$52,760.00 | |
| Core and Main LP | 40 | EA | \$1,320.53 | \$52,821.20 | |
| Sydnor Hydro, Inc. | 40 | EA | \$1,488.99 | \$59,559.60 | |
| Back River Pre-Cast, LLC. | 40 | EA | \$1,515.00 | \$60,600.00 | Substituting with a Franklin IGP-A-231 item# 515874 |
| Fridinger-Ritchie Co Inc | 40 | EA | \$1,540.00 | \$61,600.00 | |
| Technical Sales Corporation | 40 | EA | \$1,815.00 | \$72,600.00 | |
| Technology International, Inc. | 40 | EA | \$1,940.00 | \$77,600.00 | |
| Jaak Tech LLC | 40 | EA | \$2,045.08 | \$81,803.20 | |
| Grassfield Construction LLC | 40 | EA | \$2,466.00 | \$98,640.00 | |
| Media Centre (Luther Washington) | 40 | EA | \$2,500.00 | \$100,000.00 | |
| Westex Group | 40 | EA | \$3,975.00 | \$159,000.00 | |
| Sign Media, Inc. | 40 | EA | No Bid | | |

**PUR-1732
Grinder Pumps**

3 Liberty AE24H=3 Duplex Control Panel, 15-20 FLA, NEMA 4X, 120/208/240, 1 PH

| Supplier | QTY | UOM | Unit Price | Total Price | Supplier Notes |
|--|-----|-----|------------|-------------|-----------------------------------|
| Back River Pre-Cast, LLC. | 2 | EA | \$685.00 | \$1,370.00 | Substituting with a SPI 50A506-WC |
| BT Plumbing Supply, Inc. | 2 | EA | \$783.00 | \$1,566.00 | |
| STH, Inc. (Shafer, Troxell & Howe, Inc.) | 2 | EA | \$798.00 | \$1,596.00 | |
| Core and Main LP | 2 | EA | \$799.48 | \$1,598.96 | |
| Aquaflow & Pump Supply | 2 | EA | \$808.00 | \$1,616.00 | |
| Sydnor Hydro, Inc. | 2 | EA | \$834.69 | \$1,669.38 | |
| Fridinger-Ritchie Co Inc | 2 | EA | \$935.00 | \$1,870.00 | |
| Technical Sales Corporation | 2 | EA | \$1,215.20 | \$2,430.40 | |
| Jaak Tech LLC | 2 | EA | \$1,238.56 | \$2,477.12 | |
| Technology International, Inc. | 2 | EA | \$1,300.00 | \$2,600.00 | |
| Grassfield Construction LLC | 2 | EA | \$1,571.00 | \$3,142.00 | |
| Media Centre (Luther Washington) | 2 | EA | \$1,900.00 | \$3,800.00 | |
| Westex Group | 2 | EA | \$2,407.00 | \$4,814.00 | |
| Sign Media, Inc. | 2 | EA | No Bid | | |

4 Liberty SXH24=3 Simplex Control Panel, 15-20 FLA, NEMA 4X, 120/208/240, 1 PH

| Supplier | QTY | UOM | Unit Price | Total Price | Supplier Notes |
|--|-----|-----|------------|-------------|-----------------------------------|
| BT Plumbing Supply, Inc. | 50 | EA | \$467.00 | \$23,350.00 | |
| Core and Main LP | 50 | EA | \$476.32 | \$23,816.00 | |
| Aquaflow & Pump Supply | 50 | EA | \$481.50 | \$24,075.00 | |
| Back River Pre-Cast, LLC. | 50 | EA | \$495.00 | \$24,750.00 | Substituting with a SPI 50A006-WC |
| STH, Inc. (Shafer, Troxell & Howe, Inc.) | 50 | EA | \$496.00 | \$24,800.00 | |
| Sydnor Hydro, Inc. | 50 | EA | \$497.30 | \$24,865.00 | |
| Fridinger-Ritchie Co Inc | 50 | EA | \$575.00 | \$28,750.00 | |
| Technical Sales Corporation | 50 | EA | \$724.00 | \$36,200.00 | |
| Jaak Tech LLC | 50 | EA | \$737.91 | \$36,895.50 | |
| Technology International, Inc. | 50 | EA | \$747.00 | \$37,350.00 | |
| Grassfield Construction LLC | 50 | EA | \$826.00 | \$41,300.00 | |
| Westex Group | 50 | EA | \$1,434.00 | \$71,700.00 | |
| Media Centre (Luther Washington) | 50 | EA | \$1,700.00 | \$85,000.00 | |
| Sign Media, Inc. | 50 | EA | No Bid | | |

**PUR-1732
Grinder Pumps**

| |
|---|
| TOTAL LUMP SUM (Item Nos. 1 through 4 above) |
|---|

Supplier

| | |
|---|--------------|
| BT Plumbing Supply, Inc., Finksburg, MD | \$123,436.00 |
| Aquaflow & Pump Supply, Hagerstown, MD | \$125,201.80 |
| Core and Main LP, Martinsburg, WV | \$125,973.16 |
| | |
| STH, Inc. (Shafer, Troxell & Howe, Inc.), Frederick, MD | \$126,856.00 |
| Back River Pre-Cast, LLC., Glyndon, MD | \$135,260.00 |
| Sydnor Hydro, Inc., Richmond, VA | \$139,920.98 |
| Fridinger-Ritchie Co Inc, Hagerstown, MD | \$147,120.00 |
| Technical Sales Corporation, Tampa, FL | \$181,790.40 |
| Technology International, Inc., Lake Mary, FL | \$190,550.00 |
| Jaak Tech LLC, Oxon Hill, MD | \$195,131.02 |
| Grassfield Construction LLC, Bethesda, MD | \$227,145.00 |
| | |
| Media Centre (Luther Washington), Temple Hills, MD | \$277,200.00 |
| Westex Group, Rockville, MD | \$379,234.00 |
| Sign Media, Inc., Burtonsville, MD | No Bid |

REMARKS/EXCEPTIONS:

Sydnor Hydro, Inc. - Warranty: Liberty Pump 3-year Manufacturer's Warranty

Freight: Included for standard US shipments. Additional charges for requested non-standard shipping will be the responsibility of Washington County.

Lead time: 2-3 weeks after receipt of order.

Returns: Will incur 25% restocking fee.



Open Session Item

SUBJECT: Update General Agreement with National Park Service

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Jaime Dick, Deputy Public Works Director- Parks & Recreation

RECOMMENDED MOTION: Approve execution of the Agreement as presented

REPORT-IN-BRIEF: The National Park Service is updating the General Agreement with Washington County with regards to the Appalachian National Scenic Trail which transverses through Pen Mar Park.

DISCUSSION: Washington County Parks & Recreation Department is the lead agency and primary point of contact for matters pertaining to the establishment, protection, and maintenance of the Appalachian Trail in Pen Mar Park.

FISCAL IMPACT : N/A

CONCURRENCES: Public Works Director, Washington County Attorney's Office

ATTACHMENTS: General Agreement

GENERAL AGREEMENT

For the Appalachian National Scenic Trail within the State of Maryland

This **General Agreement** is hereby entered into by and between the U.S. Department of the Interior, National Park Service, Appalachian National Scenic Trail NPS Office; The State of Maryland; Washington County, Maryland; The Appalachian Trail Conservancy; and The Potomac Appalachian Trail Club.

ARTICLE I – Background And Objectives:

The purpose of this General Agreement is to clarify the cooperative management structure of the Appalachian Trail among the cooperating partners.

The Appalachian National Scenic Trail (hereafter referred to as A.T.) is a continuous footpath of 2,189 miles from Katahdin in Maine to Springer Mountain in Georgia that traverses the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains. The Appalachian Trail was completed in 1937 and was designated a National Scenic Trail with the passage of the National Trails System Act in 1968. By law, overall responsibility for administration of the A.T. rests with the Secretary of the Interior and is carried out through the National Park Service's Appalachian National Scenic Trail (hereafter referred to as APPA).

In 1981, the National Park Service completed a *Comprehensive Plan* for the A.T. that established the framework for a cooperative management system, a unique partnership arrangement between public and private groups. The *Comprehensive Plan* is supplemented by local management plans and foundation documents which provide more specific policy and program direction for each section of the A.T., and also by Memorandums of Understanding and General Agreements that provide a clear understanding of the roles and responsibilities of each partner in the cooperative management system. In 2015, APPA and its Partners completed the *Foundation Document*, which identifies the Trail's nature, purpose, significance, fundamental resources, and values. Along with the *Comprehensive Plan*, the *Foundation Document* provides a comprehensive framework for managing the Trail in the context of the cooperative management structure. At the local level, various agreements on Trail management needs divide the responsibilities between volunteer organizations and governmental agencies. Together, these documents describe and formalize a system of cooperative management designed to strengthen the traditional volunteer-based system of Appalachian Trail stewardship.

This General Agreement serves to more specifically describe the understandings, working relationships, and delegated responsibilities among the aforementioned cooperating partners for protection and management of the A.T. within the State of Maryland.

This General Agreement supersedes all past A.T. agreements and understandings entered into by the cooperating partners to this General Agreement. This General Agreement shall also provide guidance for the development of local management plans in accordance with the most current A.T. *Comprehensive Plan*.

The Partners agree to perform the functions specified below.

The Partners to this General Agreement are:

1. US Department of the Interior, National Park Service, Appalachian National Scenic Trail (APPA)
2. The Appalachian Trail Conservancy (ATC)
3. The Potomac Appalachian Trail Club (PATC)
4. Maryland Department of Natural Resources (MDNR)
5. Maryland Department of Transportation (MDOT)
6. Maryland State Police (MSP)
7. Washington County (MD) Board of Commissioners (County)

ARTICLE II – Legal Authority:

54 U.S.C. § 100101 *et seq.* – General Authority to Take Actions That Promote and Regulate Units of the National Park System -- The NPS Organic Act directs the Secretary of the Interior to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

54 U.S.C. § 102301 – Acceptance of Volunteer Services -- The Secretary of the Interior is authorized to recruit, train, and accept the services of individuals without compensation as volunteers for or in the aid of interpretive functions, or other visitor services or activities in and related to areas of the National Park System. Such volunteers may not be used for hazardous duty or law enforcement work or in policymaking processes or to displace any employee. A special exception allows the acceptance of the services of individuals that the Secretary determines “are skilled in performing hazardous activities.”

16 U.S.C. § 1241 – The National Trails System Act -- The Secretary of the Interior is authorized to develop and manage a system of national trails, including the Appalachian Trail. Further, the Congress recognizes the valuable contributions of volunteers to the Trails, and encourages volunteer involvement in the planning, development, maintenance, and management of the Trails, where appropriate.

ARTICLE III – Responsibilities and Understandings of the Partners:

A. For the term of this Agreement all Partners agree:

1. To promote public awareness and appropriate use of the A.T. and to assist, where appropriate and feasible, in the development of public information and visitor education programs intended to enhance public use and enjoyment of the A.T.
2. To review annually the terms of this agreement, review each Partner’s contributions to A.T. management, and to review as necessary any and all other matters pertaining to the A.T. within the State of Maryland that may be of concern to any Partner in this agreement. This

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review will take place at a meeting of the Maryland Appalachian Trail Management Committee.

3. That appropriate Partners will meet together to develop annual work plans and plan the implementation of all necessary actions to protect the A.T.
4. That APPA and ATC will serve as members of the Maryland Appalachian Trail Management Committee.
5. To promptly inform and consult with appropriate Partners regarding all proposals for change that may impact the A.T.
6. To inform all other relevant Partners as soon as possible of any major emergency or controversial event occurring on A.T. lands or lands adjacent to the Trail.
7. To the extent feasible follow emergency management protocols consistent with the policies of the land-owning agency.
8. To inform other Partners of activities that are violations of laws or regulations or incursions onto lands protected for the benefit of the A.T.
9. To enter into data sharing agreements as deemed necessary and appropriate between the Partners.
10. To inform appropriate state, county, and local authorities, officials, commissioners, and/or agencies, private utilities, and other Partners as appropriate about the location and management of the A.T. corridor and of the roles of the respective management Partners including, where appropriate, the role and planning function of the Maryland Appalachian Trail Management Committee.

B. APPA agrees:

1. To provide overall administration, coordination, and oversight of the Appalachian National Scenic Trail as directed by Congress, with emphasis on ensuring Trail-wide consistency of management operations, development and maintenance standards, and conformance with applicable laws, regulations, and policies.
2. To continue to be responsible for all matters pertaining to the Appalachian National Scenic Trail that are not delegated to other Partners.
3. That on Appalachian National Scenic Trail administered lands, these non-delegated responsibilities include, but are not limited to: enforcement of applicable portions of Federal statutory law and the Code of Federal Regulations; authorizing or undertaking all research and resource management planning; authorizing special use permits for such activities as research, filming, agricultural activities, and events; natural and cultural resource management; Federally-owned structures management; and compliance with the National Environmental Policy Act and Section 106 of the National Historic Preservation Act.

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4. To provide review and comment on the Local Management Plans developed by the Partners.
5. To provide, subject to the availability of funds, funding and technical assistance for routine maintenance and capital improvements to A.T. contributing facility assets as identified in APPA's FMSS portfolio such as roads, parking areas, trails, shelters, footbridges, vistas, and other maintenance of the A.T. and associated facilities.
6. To provide, subject to the availability of funds, support for programs to engage youth and underserved audiences to build and sustain relationships with communities near the A.T.; encourage sustainable tourism and healthful activities by Maryland residents; and to improve environmental stewardship.
7. To serve as the primary point of contact for all notification provisions of this agreement.
8. The primary contacts are:

Superintendent Ed W. Clark
Appalachian National Scenic Trail
P.O. Box 50
(Deliveries to: 252 McDowell St.)
Harpers Ferry, WV 25425
304-535-6279

Chief Ranger Kurt Speers
Appalachian National Scenic Trail
P.O. Box 50
(Deliveries to: 252 McDowell St.)
Harpers Ferry, WV 25425
304-535-6270

C. For the Term of this Agreement, the Maryland Department of Natural Resources agrees:

1. To delegate maintenance, development, operations, and corridor monitoring responsibilities of A.T. contributing facilities for the Maryland section of the Appalachian Trail to the ATC.
2. To review, comment, and approve of Local Management Plans and Annual Work Plans to refine and implement Federal, State, and ATC policies and procedures.
3. To apply and enforce the laws and regulations as provided in Maryland Annotated Code, Natural Resources Article and Code of Maryland Regulations, Title 08.07.06 on all state lands designated part of the Appalachian Trail and adjacent lands.
4. To assist the PATC with hazardous tree identification and coordinate the hazardous tree mitigation and removal program on MDNR lands.
5. The Maryland Department of Natural Resources shall be responsible for the conduct and coordination of law enforcement, fire control, and search and rescue activities on such lands in accordance with applicable policies and procedures established by the State of Maryland and shall in the event that it is determined that the incident occurred on non-state lands, turn the incident over to the appropriate jurisdictional authorities.

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6. To support, subject to the availability of funds, cooperative programs intended to identify and provide additional protection to natural, scenic, and cultural resources of significance to the A.T.
7. To coordinate with the PATC and the ATC in providing Appalachian Trail public education programs by assisting as a liaison with State and local tourism agencies, chambers of commerce, the media, and other groups.
8. To the extent feasible and subject to the availability of funds, to mark the exterior boundaries of all State-owned Appalachian Trail lands, seeking to implement MDNR Exterior Corridor Boundary Survey standards.
9. To serve as the lead state agency and primary point of contact, in accordance with the Maryland Annotated Code, Natural Resources Article and Code of Maryland Regulations, Title 08.07.06, for matters pertaining to the establishment, protection, and maintenance of the Appalachian Trail in Maryland. The Maryland Department of Natural Resources will serve as liaison between the ATC and other state agencies on any matters not covered by this agreement.
10. To the extent possible, to reduce or mitigate third-party interests in or activities on lands administered by the Maryland Department of Natural Resources within the A.T. corridor including, but not limited to, utility rights-of-way, mineral, oil, and gas rights, and development not in keeping with the concept of a primitive footpath.
11. To the extent feasible and where of common interest to both Partners, to provide assistance for private land conservation efforts initiated or supported by ATC's land trust program for lands outside the NPS acquired lands.
12. To delegate responsibility for the maintenance and upkeep of any MDNR owned shelters and structures to the PATC.
13. The primary contacts are:

Paul Peditto
Assistant Secretary, Land Resources
Maryland Department of Natural Resources
580 Taylor Ave.
Annapolis, MD 21401
410-260-8108

Jeremy Hulse
Park Manager
South Mountain Recreation Area
21843 National Pike
Boonsboro, MD 21713
301-791-4767

D. For the Term of this Agreement, The Maryland Department of Transportation agrees:

1. To inform the National Park Service, the Maryland Department of Natural Resources, the ATC, and the PATC as early as practical in the planning phase of any anticipated highway construction or maintenance plans or activities that may impact the physical corridor of the A.T. or adjacent lands.
2. To provide safe, accessible, and practical highway crossings for A.T. hikers wherever Maryland State or Interstate highways are crossed by the A.T.
3. To consult with the Maryland Department of Natural Resources, the ATC, the PATC, and APPA before undertaking any activities (other than snow removal, routine maintenance, or emergency maintenance) that may materially impact upon the use of any highway crossings, pull-offs, parking areas, or road shoulders by A.T. hikers. To the extent feasible, assist all other relevant Partners with the task of notifying and informing hikers of any emergencies or other safety considerations that A.T. hikers should be aware of regarding State and Interstate highways.
4. To identify on Maryland Department of Transportation maps all points where the A.T. intersects State and Interstate highways within the State of Maryland and to provide accurate, updated information on the Appalachian Trail in Maryland Department of Transportation-operated visitor information facilities and publications.
5. To the extent feasible, to consult with the Maryland Department of Natural Resources, APPA, ATC, and the PATC in designing, procuring, installing, and maintaining appropriate signs, both safety and informational, to protect A.T. hikers and informing the motoring public of A.T. highway crossings, parking areas, areas where parking is prohibited, and other highway-associated A.T. facilities on State and Interstate highways.
6. To provide, to the extent feasible, technical assistance to the other Partners for routine maintenance and capital improvements to A.T. contributing facility assets as identified in APPA's FMSS portfolio such as parking areas, footbridges, vistas, and other management needs associated with the development, administration, and maintenance of the A.T. and associated facilities on or adjacent to State and Interstate highways.
7. The primary contact is:

Linda Puffenbarger
District Engineer
Maryland State Highway Administration
1251 Vocke Rd.
LaVale, MD 21502
410-729-8444

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E. For the Term of this Agreement, The Maryland State Police agrees:

1. To provide law enforcement and police services, including investigation and prosecution of any criminal acts occurring on Appalachian Trail lands in the State of Maryland that are outside the jurisdiction, responsibility, or capability of any other Federal, State, or local law enforcement agency.
2. To provide search-and-rescue services, emergency evacuation and recovery services, and coordination for all search-and-rescue operations on Appalachian Trail lands in the State of Maryland that are outside the jurisdiction, responsibility, or capability of any other State, County, or local agency.
3. To provide emergency management, including the management of natural or man-caused disasters and/or threats thereof, including hostage or any other emergency situations in which no other State, County, or local jurisdiction has the mandate or capability to handle.
4. To serve as the initial lead agency for the management of all emergencies occurring on the Appalachian Trail in Maryland outside of other established units of the National Park System or the Maryland State Park System, and to coordinate these police services on Appalachian Trail lands administered by the State of Maryland.
5. The primary contacts are:

Lieutenant Brian Kloos
Barrack Commander
Barrack O - Hagerstown
18345 Colonel Henry Douglas Drive
Hagerstown, MD 21740
301-766-3800

Lieutenant Stephen Johnson
Barrack Commander
Barrack B - Frederick
110 Airport Drive East
Frederick, MD 21701
301-600-4151

F. For the Term of this Agreement, Washington County (MD) agrees:

1. To delegate maintenance, development, operations, and corridor monitoring responsibilities for the Appalachian Trail contributing facilities through Pen Mar County Park to the ATC.
2. To cooperate with the PATC and the ATC in preparing and updating the PATC's Local Management Plan and Annual Work Plans to refine and implement Federal, State, County, and ATC policies and procedures.
3. To inform appropriate State, County, and local authorities, officials, commissions, and/or agencies, private utilities, and other appropriate Partners about the location of and

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development prohibitions on Appalachian Trail lands and of the role and planning function of the Maryland Appalachian Trail Management Committee.

4. To coordinate with the ATC and the PATC in providing public education programs about the Appalachian Trail by assisting as a liaison with State and local tourism agencies, chambers of commerce, the media, and other groups.
5. To designate the Washington County Department of Recreation and Parks as the lead agency for the county and primary point of contact for matters pertaining to the establishment, protection, and maintenance of the Appalachian Trail in Pen Mar Park. The Washington County Department of Public Works will serve as a liaison between the ATC and other county agencies on any matters not covered in this agreement.
6. The primary contact is:

Daniel Hixon
Deputy Director
Washington County Department Public Works, Division of Parks & Facilities
1307 Potomac Street
Hagerstown, MD 21740
240-313-2700

G. For the Term of this Agreement, The Appalachian Trail Conservancy agrees:

1. To accept the delegations of management responsibility from APPA; the Maryland Department of Natural Resources; and Washington County for ensuring that the A.T. is operated satisfactorily, according to the ATC Constitution and Bylaws and Board-adopted policies and Trail standards along with Maryland Department of Natural Resources regulations, policies, and procedures.
2. To continue to accept maintenance, operations, and corridor monitoring responsibilities for federal and MDNR lands managed by the NPS as part of the A.T. within the State of Maryland as delegated by the NPS.
3. To sub-delegate responsibility for operations, development, maintenance, and monitoring of the A.T. in the State of Maryland to the PATC.
4. To serve in an advisory role to the PATC and as necessary to provide backup support to the PATC in carrying out its day-to-day operational responsibilities.
5. To provide technical assistance to the PATC in preparing, updating, or revising the PATC's Local Management Plan.
6. To review all updates and revisions of the PATC's Local Management Plan to ensure conformance with ATC policies.
7. To assist the PATC with the implementation of the operational aspects of the PATC's Local Management Plan.

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8. To provide, as appropriate and subject to the availability of funding, ridge runners to assist the land-managing agencies in contacting and providing public educational materials to visitors on the Appalachian Trail.
9. To the extent feasible and subject to the availability of funds, to provide technical and financial assistance to the PATC in the annual planning, reporting, and support of operations and maintenance of the A.T., for public education and information, and for monitoring and operating State-administered or NPS-acquired A.T. lands in the State of Maryland.
10. To coordinate efforts to conserve additional lands and resources adjacent to lands acquired by the National Park Service and the Maryland Department of Natural Resources.
11. The primary contacts are:

Sandra Marra
President & CEO
Appalachian Trail Conservancy
799 Washington St.
Harpers Ferry, WV 25425
304-535-6331

Rachel Lettre
Regional Director
Appalachian Trail Conservancy
4 E 1st Street
Boiling Springs, PA 17007
828-413-8023

H. For the Term of this Agreement, The Potomac Appalachian Trail Club agrees:

1. To continue its long-standing role as the Trail organization assigned responsibility by the ATC for the Appalachian Trail in Maryland.
2. To accept delegated day-to-day operational responsibilities and privileges associated with planning, reporting, maintaining, operating, developing, and monitoring the A.T. in Maryland, in cooperation with agency partners.
3. To plan, operate, develop, monitor, report on, and maintain all facility assets that directly contribute to the Appalachian Trail within the State of Maryland, subject to the approval of APPA, the Maryland Department of Natural Resources, and Washington County within their respective jurisdictions, and in accordance with ATC standards.
4. To recruit, train, and organize volunteer members/workers. Further, to ensure that all volunteers adhere to all applicable Federal and State rules and regulations, including that all volunteers are properly registered as NPS volunteers with the APPA Volunteer Service Agreement.
5. To develop and present Trail educational programs.
6. To organize and facilitate a Maryland Appalachian Trail Management Committee (in cooperation with the Maryland Department of Natural Resources, Washington County, APPA, ATC, and the Mountain Club of Maryland), which shall meet regularly to discuss

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and recommend appropriate measures to further the protection, maintenance, and management of the Appalachian Trail and foster coordination and cooperation among the Partners to this agreement.

7. To update and revise the PATC's Local Management Plan in consultation with the Maryland Department of Natural Resources and APPA.
8. To prepare an Annual Work Plan for the entire Appalachian Trail within the State of Maryland, working in close consultation with the Maryland Department of Natural Resources, Washington County, APPA, and ATC to establish objectives to be achieved during the work year and to identify the means to be employed to reach them.
9. To provide, as appropriate and subject to the availability of funding, ridge runners and/or Trail patrol volunteers to assist the land-managing agencies in contacting and providing public educational materials to visitors on the Appalachian Trail.
10. To be trained in hazardous tree identification and mitigation from a certified arborist or equivalent professional. Serve as the lead on hazardous tree identification near developed areas on the MD section of the A.T. and assist MDDNR with hazardous tree removal.
11. The primary contact is:

Jim Fetig
President
Potomac Appalachian Trail Club
118 Park St.
Vienna, VA 22180
703-242-0693

I. For the Term of this Agreement, The Land Managing Partners agree:

1. That the legislated authority of each land managing agency to manage, regulate, operate, develop, use, control, and protect all lands under its jurisdiction shall continue to be the controlling authority, subject to normal agency and judicial appeal and review processes.
2. To provide, to the extent feasible and subject to the availability of funds, technical and financial assistance for all facility maintenance and capital improvements to A.T. contributing assets such as parking areas, shelters, trails, footbridges, and other management needs associated with the development, administration, and maintenance of the A.T. and related resources.
3. To review with the ATC and the PATC as necessary, the A.T.'s location on State and Federal lands to assure that it represents the optimal location, considering scenic qualities, the physical requirements of a well-designed and sustainable footpath, and past and current surrounding land uses.
 - a. Any proposed relocation of the A.T. corridor or footpath will be reviewed by the appropriate Partners according to established relocation procedures.

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- b. The Partners will follow applicable Trail relocation procedures included in the PATC's Local Management Plan.
 - c. Any proposed Trail relocations on State lands are subject to final approval by the Maryland Department of Natural Resources.
4. To establish and maintain an A.T. corridor on publicly owned lands surrounding the A.T. footpath to preserve and enhance the A.T. experience across all such lands. The A.T. corridor will be at least 1,000 feet wide, except in locations limited by land-ownership considerations, consisting of a Primary Zone on Federal lands, a Primary Zone and a Visual Consultation Zone on State lands, and a County Consultation Zone on County lands.
- a. The Primary Zone shall include all Maryland Department of Natural Resources and National Park Service lands within the boundaries of the Appalachian Trail Corridor as identified on National Park Service segment maps 399 - 408.
 - b. Within the Primary Zone on Federal lands administered by the National Park Service:
 - i. The A.T. will be the primary feature for which the lands are managed.
 - ii. Construction of non-Trail related structures and new roads will generally be prohibited. Further, no new Trail-related structures will be considered without consultation with the appropriate Partners to ensure consistency with established management practices. Forest management practices shall be limited to practices directly beneficial to the Trail, as determined by the Local Management Plan.
 - iii. The use, protection, and enhancement of the Trail will take precedence over all other management priorities.
 - c. Within the Primary Zone on lands administered by the Maryland Department of Natural Resources:
 - i. The A.T. and South Mountain Battlefield will be the primary features for which the lands are managed.
 - ii. Construction of new non-Trail related, and non-Battlefield related structures and roads will be generally prohibited. Further, no new Trail-related or Battlefield-related structures or roads will be considered without consultation with the appropriate Partners to ensure consistency with established management practices. Forest management practices shall be limited to practices directly beneficial to the Trail and/or Battlefield as determined by the Local Management Plan. This prohibition shall not apply to crossings of Interstate or State highways.
 - d. A Visual Consultation Zone shall begin at the perimeter of the 1,000-foot Primary Zone and includes such additional lands as can be seen during the 'leaf-off' seasons.
 - i. The extent of the Visual Consultation Zone will be determined by cooperatively identifying and field mapping significant scenic resources during the local management planning process.
 - ii. Within the Visual Consultation Zone, all Partners shall identify, discuss, and coordinate, on a case-by-case basis, proposed uses within the Zone, and on such additional lands as may be appropriate.
 - iii. Appropriate uses and mitigation measures for high visibility/audibility projects proposed within the Visual Consultation Zone will be addressed by the appropriate Partners.

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- e. The County Consultation Zone shall include all County park lands that can be seen from the footpath of the Appalachian Trail during the 'leaf-off' seasons.
 - i. The Appalachian Trail will be considered as one of the key features for which the lands are managed.
 - ii. Construction of non-Trail-related structures or roads will require consultation among all Partners prior to construction. Forest management practices shall be limited to those practices which are directly beneficial to the Trail, as determined by the Local Management Plan.
 - iii. The use, protection, and enhancement of the Trail will be considered equally among management priorities.
- 5. To cooperate in identifying and mapping the Primary and Consultation Zones, to coordinate actions and/or responses to actions within these Zones, and to provide, where feasible, additional protection to sensitive resources identified within or adjacent to the A.T. corridor.
 - a. Within the A.T. corridor on all lands:
 - i. All actions and/or responses to actions, incidents, or proposals will be coordinated between the appropriate Partners.
 - ii. The appropriate Partners will seek to locate and identify critical habitats, species of special concern, historical or archaeological resources, scenic resources, or other special or sensitive resources requiring protection.
 - iii. The appropriate Partners will seek to provide additional protection to important resources.
- 6. To continue to work on possible exchanges of land and interests in land or other means to facilitate efficient management of lands along the Appalachian Trail in Maryland.

ARTICLE IV – Term of Agreement:

Unless earlier terminated following the terms of this General Agreement, this General Agreement will be effective for five years from the date of the final signature.

ARTICLE V – Termination and Expiration:

A. *Termination:*

- 1. Any Partner may terminate this Agreement for any reason by giving 60 days written notice. No party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the 60-day period.***
- 2. If any Partner fails to observe the terms and conditions of this Agreement, the other Partner(es) may terminate this Agreement for default without any legal process whatsoever by giving 60 days written notice of termination, the termination will be effective at the end of the 60-day period.***

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3. ***The National Park Service may terminate this Agreement for the convenience of the Government, at any time, when it is determined to be in the best interest of the public to do so. The effected Partners shall be notified within 60 working days following termination.***

ARTICLE VI - Key Officials:

The personnel specified below are considered essential to the successful coordination and communication between the Partners for the work to be performed pursuant to this Agreement. By written notice to all the other Partners, a Partner may designate an alternate to act in place of the designated Key Official or designate a new Key Official. All Partners should be notified of the change of a key official by any of the signatory Partners. Should a Partner's representative become unavailable for any reason that Partner shall promptly notify the other Partners of a replacement.

For the National Park Service:

Ed W. Clark
Superintendent
Appalachian NST
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ed_w_clark@nps.gov

For the Appalachian Trail Conservancy:

Sandra Marra
President & CEO
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For the Potomac Appalachian Trail Club:

Jim Fetig
President
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president@patc.net

For the Maryland Department of Natural Resources:

Jeremy Hulse
Park Manager
South Mountain Recreation Area

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For the Maryland Department of Transportation:

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District Engineer
Maryland State Highway Administration
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lzerbee@mdot.maryland.gov

For the Maryland State Police:

Lieutenant Brian Kloos
Barrack Commander
Barrack O - Hagerstown
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Hagerstown, MD 21740
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Brian.kloos@maryland.gov

For the Washington County (MD) Division of Parks & Facilities:

Daniel Hixon
Deputy Director
Washington County Department Public Works, Division of Parks & Facilities
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Hagerstown, MD 21740
240-313-2700
dhixon@washco-md.net

ARTICLE VII – Liability and Insurance:

Non-NPS partners shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of any cooperating partners, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. All cooperating partners shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by the cooperating partners, its employees, agents, representatives, or contractors (including any contractor's subcontractors). All cooperating partners will cooperate with the NPS in the investigation and defense of any claims that

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may be filed with the NPS arising out of the activities of any cooperating partners, its employees, agents, representatives, or contractors (including any contractor's subcontractors).

ARTICLE VIII – Accounting and Reports:

- A. The non-Federal Partners will maintain accounting books and records under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (“GAAP”).
- B. Right of Inspection and Audit. The non-Federal entity shall permit the Department of the Interior or its designee, including the NPS Comptroller and Office of the Inspector General, to verify and audit any financial audit or records from the books, correspondence, memoranda and other records of the non-Federal entity's relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification. The non-Federal entity agrees to take appropriate corrective action based on these audit findings.

ARTICLE IX – PROPERTY UTILIZATION

Intellectual Property: As used herein, “Intellectual Property” means with respect to a Partner, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such Partner's employees, taglines, and web content, in each case, to the extent owned by such Partner, whether or not such property is trademarked or registered.

1. No Partner to this Agreement shall use any Intellectual Property (as herein described) of any other Partner for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other Partner, which consent may be withheld in such other Partner's sole discretion. All uses by one Partner of the other Partner's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting Partner may condition such consent or may promulgate from time to time by notice to the other Partner. A Partner retains all rights with respect to its Intellectual Property that are not specifically granted to the other Partner. Each Partner may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by any other Partner on five (5) business days' notice to such other Partner. Each Partner retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.
2. Each Partner agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other Partner.

ARTICLE X – General Provisions:

- A. **Non-Discrimination:** All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. **NPS Appropriations:** Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. **Member of Congress:** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. **Drug Free Workplace Act:** The Non-Federal entity certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- E. **Third Partners Not to Benefit:** This Agreement does not grant rights or benefits of any nature to any third Partner.
- F. **Assignment, Binding Effect:** No Partner may assign any of its rights or obligations under this Agreement without the prior written consent of the other Partners. This Agreement shall be binding upon and inure to the benefit of the Partners hereto and their respective successors and permitted assigns. The Partners waive the defense of lack of consideration.
- G. **Non-exclusive:** This Agreement in no way restricts the Partners from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- H. **Compliance with Applicable Laws:** This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- I. **Disclaimers of Government Endorsement:** The Non-Federal Partners will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.

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- J. Public Release of Information: The Non-Federal Partners must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- K. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Partners with regard to the subject matter of this Agreement.
- L. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Cooperating Partners.
- M. Waiver: Failure to enforce any provision of this Agreement by any Partner shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- N. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Partner by facsimile transmission) as against the Partner signing such counterpart, but which together shall constitute one and the same instrument.
- O. Agency: The Non-Federal Partners are not agents or representatives of the United States, the DOI, or the NPS, nor will they represent themselves as such to third Partners.
- P. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- Q. Partial Invalidity: If any provision of this Agreement or the application thereof to any Partner or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Partners or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- R. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.
- S. Responsibility for Expenses: Each Partner shall be responsible for its own expenses incurred under this Agreement, unless a subsequent funding agreement between all or some of the Partners (contract, grant, or cooperative agreement, for example) provides otherwise.

ARTICLE XI – Conflict Resolution

The resolution of disputes or disagreements which may arise between the Partners will be handled in the following fashion:

- A. Negotiations will be held at the local (field) level between affected Partners. The Partners intend to exhaust all practical means of conflict resolution at the local level before resorting to any further appeals process. Failing satisfactory resolution by negotiations at the local (field) level.
- B. The Maryland Appalachian Trail Management Committee will be consulted as a means of achieving conflict resolution.
- C. The issue may ultimately be handled through established agency chain-of-command and/or judicial review and appeals procedures.

ARTICLE XII – Exclusions

This Agreement does not change: any jurisdictional relationships between the National Park Service or any other Federal agency and the State of Maryland; any established relationships between Maryland state agencies or political sub-divisions; any existing agreements, relationships, or jurisdictions between any state agencies and any other units of the National Park Service system or any other agencies of the Federal Government.

This Agreement does not limit any Federal or state agency in respect to the exercise of its legislated mandates, prerogatives, privileges, management options, or authorities.

This Agreement is not intended to and does not create any contractual rights or obligations with respect to the signatory agencies or any other Partners.

ARTICLE XIII – Signatures

IN WITNESS HEREOF, the Partners hereto have signed their names and executed this Agreement.

FOR The State of Maryland:

Wes Moore Date
 Governor
 State of Maryland

FOR National Park Service, Interior Region 1:

CINDA WALDBUESSER Digitally signed by CINDA WALDBUESSER
 Date: 2024.08.29 15:16:26 -04'00'

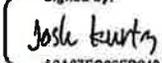
Cinda Waldbuesser Date
 Deputy Regional Director
 Interior Region 1

FOR Appalachian National Scenic Trail:

EDWARD CLARK Digitally signed by EDWARD CLARK
 Date: 2024.07.31 10:01:17 -04'00'

Ed W, Clark Date
 Superintendent
 Appalachian National Scenic Trail

FOR The Maryland Department of Natural Resources:

Signed by:

 12/17/2024

Josh Kurtz Date
 Secretary
 Maryland Department of Natural Resources

FOR The Maryland Department of Transportation:


 12/23/24

Paul J. Wiedefeld Date
 Secretary
 Maryland Department of Transportation

FOR The Maryland State Police:


 01/23/25

Colonel Roland L. Butler, Jr. Date
 Superintendent
 Maryland State Police

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FOR The Washington County (MD) Division of Parks & Facilities:

John F. Barr Date
President
Board of Washington County Commissioners

FOR The Appalachian Trail Conservancy:

Sandra Marra Date
Executive Director
The Appalachian Trail Conservancy

FOR The Potomac Appalachian Trail Club:

Jim Fetig Date
President
The Potomac Appalachian Trail Club



Open Session Item

SUBJECT: Jail Based Medication Assisted Treatment (MAT) Program – Approval to Submit Application and Accept Funding as Awarded

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Carsten Ahrens, Senior Grant Manager, Office of Grant Management, and Meaghan Willis, Program Director, Day Reporting Center

RECOMMENDED MOTION: Move to approve submission of application and accept funding as awarded for the Jail Based Medication Assisted Treatment Program.

REPORT-IN-BRIEF: The Washington County Day Reporting Center (WCDRC) is requesting approval to submit an application to the Governor's Office for Crime Prevention, for \$270,000 and accept any awarded funding.

DISCUSSION: The Washington County Sheriff's Office, Day Reporting Center is an alternative to incarceration in Washington County, Maryland. The Day Reporting Center (DRC) serves individuals sentenced to the Washington County Detention Center/Day Reporting Center through appropriate diversion, deflection, service provision, and recidivism reduction resources. Funding will be used for parenting groups, family counseling, behavioral health group treatment, financial coaching, drug/alcohol testing and electronic monitoring, contractual case manager, printing of collateral materials for participants and the community, housing and transportation, and general participant needs.

The Office of Grant Management has reviewed the grant funding guidelines and grant application. This grant has a one-year performance period, to begin on July 1, 2025 and end on June 30, 2026.

FISCAL IMPACT: Will provide \$270,000 to supplement the cost of operation of the Day Reporting Center.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for application.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Public Safety Telecommunicators Week Proclamation

PRESENTATION DATE: April 15, 2025

PRESENTATION BY: Board of County Commissioners to Alan Matheny, Director, Emergency Management

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, emergencies that require police, fire or emergency medical services can occur at any time. When an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who contact our emergency communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services and Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of Washington County have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients and have exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW THEREFORE, we, the Board of County Commissioners of Washington County, Maryland, hereby recognize April 13-19, 2025 as Public Safety Telecommunicators Week in honor of the men and women whose diligence and professionalism keep our County and citizens safe.