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## BOARD OF COUNTY COMMISSIONERS

September 26, 2017

### Agenda

- 01:30 P.M. INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President Terry L. Baker*  
APPROVAL OF MINUTES –SEPTEMBER 19, 2017
- 01:35 P.M. COMMISSIONERS' REPORTS AND COMMENTS
- 01:40 P.M. REPORTS FROM COUNTY STAFF
- 01:45 P.M. CITIZENS PARTICIPATION
- 01:50 P.M. EMERGENCY MANAGEMENT PERFORMANCE GRANT: APPROVAL TO ACCEPT AWARDED FUNDING - *Stephanie Lapole, Grant Manager, Office of Community Grant Management, Charlie Summers, Deputy Director, Fire and Rescue/EMS and Charles Brown, Professional Services Administrator, Division of Emergency Services*
- 01:55 P.M. STATE HOMELAND SECURITY GRANT PROGRAM: APPROVAL TO ACCEPT AWARDED FUNDING – *Stephanie Lapole, Grant Manager, Office of Community Grant Management, Charlie Summers, Deputy Director, Fire and Rescue/EMS and Charles Brown, Professional Services Administrator, Division of Emergency Services*
- 02:00 P.M. REJECTION OF BID (PUR-1314): ONE (1) 10,000 GALLON DOUBLE BULK HEAD FUEL CENTER UPGRADE – *Brandi Naugle, Buyer, Purchasing Department and Mark Bradshaw, Deputy Director, Division of Environmental Management*
- 02:05 P.M. EXPRESS APPROVAL – SMITHSBURG ANNEXATION OF CLOVERLY HILL, LLC – *Stephen Goodrich, Director, Department of Planning and Zoning*
- 02:10 P.M. INTERGOVERNMENTAL COOPERATIVE PURCHASE (PUR-1358): AUTOMATED SPEED ENFORCEMENT (ASE) SYSTEM – *Rick Curry, CPPO, Director – Purchasing Department and Sheriff Doug Mullendore*
- 02:15 P.M. COFFMAN NURSING HOME, INC. – *Nick Hill, Vice-Chair, Nick Mason, Executive Director and Steve Zoretich, Vice-President, Frederick, Seibert & Associates, Inc.*
- 02:20 P.M. NATIONAL 4-H WEEK (OCTOBER 1 – 7, 2017) PROCLAMATION

02:30 P.M.    **PUBLIC HEARING: MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT MD-07-CD-37 – PEN MAR WATER CONNECTION – *Susan Buchanan, Office of Community Grant Management***

02:40 P.M.    **CLOSED SESSION**  
*(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; to consider matters that concern proposals for businesses or industrial organizations to locate, expand, or remain in the State; to consult with staff, consultants or other individuals about pending or potential litigation, and to consult with counsel to obtain legal advice on a legal matter.)*

04:00 P.M.    **TOUR AT LANCO PENNLAND**  
*Location: 14738 Warfordsburg Road, Hancock, MD 21750*

05:30 P.M.    *Depart for 126 West High Street, Hancock, MD 21750*

05:45 P.M.    **GROUNDBREAKING FOR HANCOCK LIBRARY**  
*Location: 220 Park Road, Hancock, MD*

**EVENING MEETING AT THE TOWN OF HANCOCK**  
*Location: 126 West High Street, Hancock, MD*

07:00 P.M.    **INVOCATION AND PLEDGE OF ALLEGIANCE**  
**CALL TO ORDER, *President Terry L. Baker***

07:05 P.M.    **COMMISSIONERS' REPORTS AND COMMENTS**

07:10 P.M.    **REPORTS FROM COUNTY STAFF**

07:15 P.M.    **CITIZENS PARTICIPATION**



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Open Session Item

**SUBJECT:** Emergency Management Performance Grant– Approval to Accept Awarded Funding

**PRESENTATION DATE:** September 26, 2017

**PRESENTATION BY:** Stephanie Lapole, Grant Manager, Office of Community Grant Management, Charlie Summers, Deputy Director, Fire and Rescue/EMS and Charles Brown, Professional Services Administrator, Division of Emergency Services

**RECOMMENDED MOTION:** Move to approve the acceptance of the award from the Maryland Emergency Management Agency in the amount of \$103,381.00.

**REPORT-IN-BRIEF:** Emergency Services submitted a funding request on April 3, 2017 and has been awarded funding to purchase two (2) fully equipped emergency response vehicles for a total cost of \$81,292 and three (3) APX 8000 portable radios with access for a total cost of \$22,089.

**DISCUSSION:** The Office of Community Grant Management has reviewed the grant guidelines. The performance period for this federal grant is October 1, 2016 through June 30, 2018. There is a match requirement associated with this grant which is covered by the Emergency Services operating budget.

**FISCAL IMPACT:** Provides \$103,381 for Emergency Services related expenses which may otherwise be added to the Emergency Services budget. Matching funds will be in the form of budgeted salaries.

**CONCURRENCES:** Director, Office of Community Grant Management

**ALTERNATIVES:** Deny approval for submission of this request

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** State Homeland Security Grant Program– Approval to Accept Awarded Funding

**PRESENTATION DATE:** September 26, 2017

**PRESENTATION BY:** Stephanie Lapole, Grant Manger, Office of Community Grant Management, Charlie Summers, Deputy Director, Division of Emergency Services and Charles Brown, Professional Services Administrator, Division of Emergency Services

**RECOMMENDED MOTION:** Move to approve acceptance of the award from the Maryland Emergency Management Agency in the amount of \$116,615.00.

**REPORT-IN-BRIEF:** Emergency Services submitted a funding request on March 10, 2017. The grant will pay partial salary for the Emergency Management Specialist, the cost of the Washington County Citizen Notification Program, and other costs which include training, equipment, public outreach and response capabilities.

**DISCUSSION:** The Office of Community Grant Management has reviewed the grant guidelines. The performance period for this federal grant is September 1, 2017 through July 31, 2019. There is no matching fund requirement associated with this grant; however at least 25% of the grant funds must be spent on law enforcement related tasks or equipment.

Wages & Benefits	\$40,000
Operational Expenses	<u>\$76,615</u>
Total	\$116,615

**FISCAL IMPACT:** Provides \$116,615 for Emergency Services related expenses which may otherwise be charged to the Emergency Services budget.

**CONCURRENCES:** Director, Office of Community Grant Management

**ALTERNATIVES:** Deny acceptance of the award

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Rejection of Bid (PUR-1314) - One (1) 10,000 Gallon Double Bulk Head Fuel Center Upgrade

**PRESENTATION DATE:** September 26, 2017

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer – Purchasing and Mark Bradshaw, PE, Deputy Director - Division of Environmental Management

**RECOMMENDED MOTION:** Move to reject the bid received on August 2, 2017, for the purchase of one (1) 10,000 Gallon Double Bulk Head Fuel Center upgrade due to the bids exceeds the department's Capital Improvement Plan (CIP) budget.

**REPORT-IN-BRIEF:** Notice of the bid was published in the local newspaper, listed on the State of Maryland's "eMaryland Marketplace" website, and on the County's website. Four (4) person's/companies registered/downloaded the bid document on-line and four (4) bids were received. At this point in time the department is not proceeding with this project. The department may revisit this project in the future.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding in the amount of \$39,019.48 is available in the department's Capital Improvement Plan (CIP) account 515000- 37 – 40010 (EQP035).

**CONCURRENCES:** Division Director of Environmental Management

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Matrix Tabulation.

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

**PUR-1314 One (1) 10,000 Gallon Double Bulk Head  
Fuel Center Upgrade**

				<b>Subsurface Technologies, Inc. New Windsor, MD</b>		<b>Octagon Services, Inc. dba Tanks Direct Laurel, MD</b>	
<b>Item No.</b>	<b>Base Bid Description</b>	<b>Unit</b>	<b>Appx. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
101	Purchase/installation of One (1) 10,000 Gallon Double Bulk Head Fuel tank, complete in place and as specified and indicated on the Contract Drawing(s).	LS	1	\$232,000.00	\$232,000.00	\$242,375.00	\$242,375.00
<b>Total Base Bid</b>					\$232,000.00		\$242,375.00

<b>Item No.</b>	<b>Contingent Item Description</b>	<b>Unit</b>	<b>Appx. Qty</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
C-201	Contingent Unclassified Excavation	SY	10	35	\$350.00	2,000	\$20,000.00 *
C-202	Contingent Unsuitable Material Excavation	SY	10	35	\$350.00	2,625	\$26,250.00 *
C-203	Contingent Selected Backfill	SY	10	50	\$500.00	2,000	\$20,000.00 *
<b>Total Sum Contingent Items C-201 through C-203</b>					\$1,200.00		\$66,250.00 *
<b>TOTAL SUM BID (BASE BID ITEMS AND CONTINGENT ITEMS)</b>					\$233,200.00		\$308,625.00 *

\*Corrected Calculations based on unit pricing

**PUR-1314 One (1) 10,000 Gallon Double Bulk Head  
Fuel Center Upgrade**

				Total Environmental Concepts, Inc. Gaithersburg, MD		TTI Environmental, Inc. Moorestown, NJ	
Item No.	Base Bid Description	Unit	Appx. Qty	Unit Price	Total Price	Unit Price	Total Price
101	Purchase/installation of One (1) 10,000 Gallon Double Bulk Head Fuel tank, complete in place and as specified and indicated on the Contract Drawing(s).	LS	1	\$282,593.00	\$282,593.00	\$289,992.00	\$289,992.00
				<b>Total Base Bid</b>			\$289,992.00
Item No.	Contingent Item Description	Unit	Appx. Qty	Unit Price	Total Price	Unit Price	Total Price
C-201	Contingent Unclassified Excavation	SY	10	\$60.00	\$600.00	\$50.00	\$500.00
C-202	Contingent Unsuitable Material Excavation	SY	10	\$60.00	\$600.00	\$150.00	\$1,500.00
C-203	Contingent Selected Backfill	SY	10	\$60.00	\$600.00	\$45.00	\$450.00
				<b>Total Sum Contingent Items C-201 through C-203</b>			\$2,450.00
				<b>TOTAL SUM BID (BASE BID ITEMS AND CONTINGENT ITEMS)</b>			\$292,442.00



Open Session Item

**SUBJECT:** Express Approval – Smithsburg Annexation of Cloverly Hill LLC

**PRESENTATION DATE:** September 26, 2017

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

**RECOMMENDED MOTION:** Move to grant/not grant *express approval* to the Town of Smithsburg to allow development on the annexed Cloverly Hill LLC property in conformance with the Town Residential and General Commercial zoning district in the acreage amounts and densities proposed which may be substantially different than the uses and densities that would be allowed under the current County zoning districts of Residential Transition and Business Local.

**REPORT-IN-BRIEF:** Cloverly Hill, LLC has petitioned the Town of Smithsburg requesting annexation of 3 parcels of land it owns, approximately 65.5 acres. The properties proposed for annexation are located in the northeast quadrant of the intersection of MD Rt. 64 and MD Rt. 77. The Smithsburg Mayor and Council's Resolution to effect the annexation states that the Town will assign the Town Residential (TR) and General Commercial (GC) zoning districts to the property upon annexation. The property currently has County zoning designations of Residential Transition (RT) and Business Local (BL). The permitted uses in Smithsburg's Town Residential district are virtually the same as the County's Residential Transition district (single family, two family and semi-detached units) but the permitted densities are between 11 and 50 % higher in the Town. There are 61+ acres of County Residential Transition zoning while there would be 35+ acres of Town Residential zoning. The difference in the number of units that could be built is between 11% and 34% less in the Town than in the County because the acreage for residential development in the Town would be less.

The permitted uses in the County BL district are generally of a local retail sales and service nature or uses that would be appropriate in neighborhoods. The Smithsburg General Commercial (GC) district also allows those uses but is also more permissive and allows uses that would not be permitted in the County BL district. If the annexation is approved by the Town of Smithsburg there would be 25.7 acres of General Commercial zoning. There is currently only 1.05 acres of County Business Local zoning. The substantial difference between development under Town zoning and County zoning comes from 24.65 more acres of Smithsburg General Commercial zoning that allows several uses that are not permitted in the County Business Local district. Those 24.65 more acres of commercial zoning would be on land where commercial development would not be permitted in the County. Maryland's Annotated Code, Local Government Article, §4-416

restricts substantially different development on the annexed property for 5 years unless the County grants its **express approval** to allow it.

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

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

**FISCAL IMPACT:** No cost to Washington County

**CONCURRENCES:** N/A

**ALTERNATIVES:**

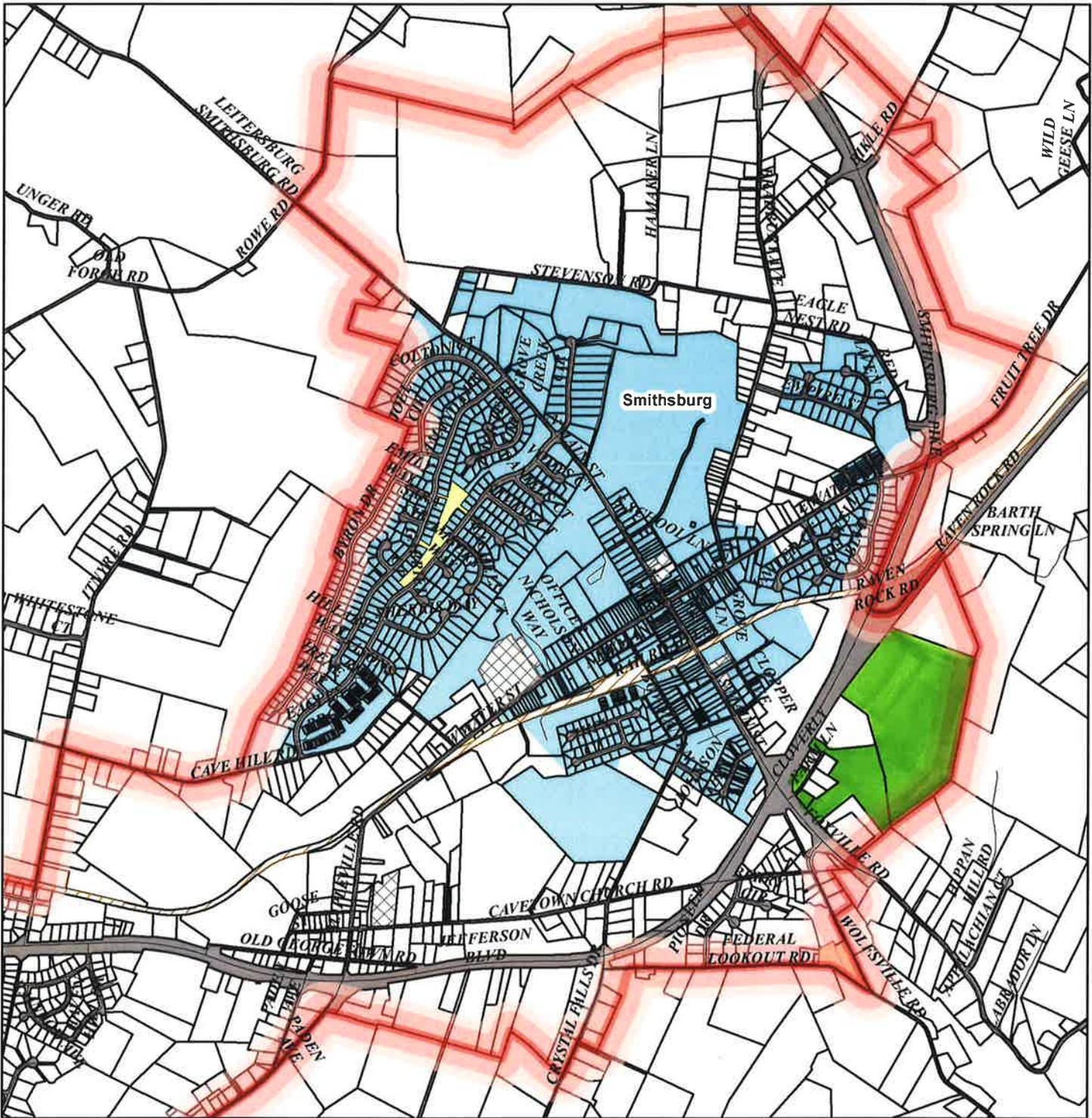
**ATTACHMENTS:** Location Map  
Smithsburg Annexation Plan A2017-01, Cloverly Hill LLC and related documents  
Comparison charts of Town and County zoning  
List of Smithsburg General Commercial zoning permitted uses

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

# LOCATION MAP

## Smithsburg Annexation

### Cloverly Hill LLC



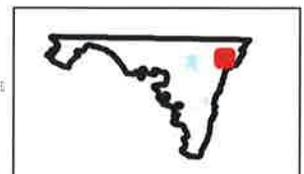
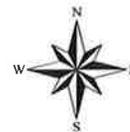
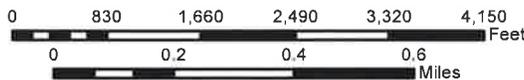
**Legend**

- Growth Area Boundaries
- Account Unknown
- Exempt Property
- Open Space
- Tax Parcel
- Railroad
- Road
- Town Boundaries

= SITE

WARNING! This map is for internal use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained herein are from various public agencies which may have use restrictions and disclaimers.

The parcel lines shown on this map are derived from a variety of sources which have their own accuracy standards. The parcel lines are approximate and for informational purposes ONLY. They are not guaranteed by Washington County Maryland or the Maryland Department of Assessments and Taxation to be free of errors including errors of omission, commission, positional accuracy or any attributes associated with real property. They shall not be copied, reproduced or scaled in any way without the express prior written approval of Washington County Maryland Planning and Zoning Department. This data DOES NOT replace an accurate survey by a licensed professional and information shall be verified using the relevant deeds, plats and other recorded legal documents by the user.



Annexation Plan  
Town of Smithsburg, Maryland  
Annexation No.: A2017-01

Property Owner: Cloverly Hill LLC  
Location: S/E Corner of Smithsburg Pike (MD 64) and Wolfsville Road (MD 77)  
Zoning Map/Parcel: Map 40; Parcels 29, 120,262, portion of SHA R/W  
Acres: 65.5 acres  
Existing Zoning: Business Local (BL)/Residential, Transition (RT)  
Proposed Zoning: General Commercial (GC)/ Town Residential (TR)

Pursuant to §4-415 of the Local Government Article of the Annotated Code of Maryland, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

**Land Use Patterns of the Areas to be Annexed**

The resolution submitted to the Town of Smithsburg consists of 3 parcels of land that total approximately 65.5 acres of land located in the southeast corner of the intersection of Smithsburg Pike (MD Route 64) and Wolfsville Road (MD Route 77).

The applicant has requested that the properties be zoned a mixture of GC (25.7 ac) and TR (39.8 ac). The GC area is proposed to be split into two areas; one located at the corner of MD 64 and MD 77 (approx. 6.5 ac.) and one further east (19.2 ac) near the intersection of MD 64 and MD 491 (Raven Rock Road).

The proposed annexation area is located within a designated Growth Area boundary in both the County and Town of Smithsburg Comprehensive Plans. Furthermore, the area is located within a designated annexation area established in Municipal Growth Element of the Town of Smithsburg Comprehensive Plan. Parcel 120 and a small portion of Parcel 29 are located within a designated Priority Funding Area.

*Consistency with the County Zoning*

The purpose of the General Commercial District is to “provide for commercial uses mainly for retail sales and services, and related activities. The purpose of the Town Residential District is to “provide for somewhat higher densities than the suburban residential development, where future development of this type can safely proceed. The Town Residential District is intended to recognize existing Town development and its logical extension; it accommodates a variety of residential uses, plus limited ‘convenience’ retail commercial uses desirable to serve only residential areas.”

The General Commercial zoning district is generally consistent with the Business General District of the County. Likewise, the Town Residential district is generally consistent with the Residential, Transition zoning District of the County. While the purpose of the districts between the Town and the County are

similar, the location of the areas are not completely consistent. The non-conforming area is located along the north eastern edge of the property near the intersection of MD 64 and MD 491. There is an area of approximately 19.2 ac that the applicant is requesting GC zoning that is currently zoned RT in the County. This will likely require a request to the Board of County Commissioners of Washington County to grant "express approval" of this request.

**Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed within the Town of Smithsburg into the Area Proposed to be Annexed**

**Wastewater Services:** The proposed annexation currently has no existing wastewater service. According to the 2009 Water and Sewerage Plan a portion of the property is located within an S-5; Long Term Planned Service area while the majority of the area is located within an S-7; No Planned Service Area. While this appears to be inconsistent with the adopted Water and Sewerage Plan it should be noted that the portion of the property located within the S-7 wastewater designation was included within a recent amendment to the Washington County Comprehensive Plan. It is anticipated that during the next update of the Water and Sewerage Plan this area will be re-designated. If development on this parcel occurs prior to the Plan update then a Plan amendment will need to be initiated by the developer.

At such time development would occur it would be the responsibility of the developer to extend the necessary infrastructure to provide adequate service. The infrastructure will be turned over to the Town of Smithsburg. Treatment of wastewater from this area would be handled by the Smithsburg Wastewater Treatment Facility owned and maintained by Washington County. While there is currently capacity available in the treatment plant for this property, allocation is provided on a first come, first served basis and is not guaranteed. Should allocation not be available at the time of development then growth will not occur until such time upgrades have been made at the treatment facility.

**Water Services:** A portion of the proposed annexation has existing water service provided by the Town of Smithsburg. There is an existing water line along Cloverly Lane that services the existing homes in that area. Another small portion of the annexation area is located within a W-5; Long Term Planned Service Area. The remainder of the area is located within a W-7; No Planned Service Area. This inconsistency is also results from the same Comprehensive Plan amendment process completed by the County recently (see Wastewater Service).

At such time development would occur it would be the responsibility of the developer to extend the necessary infrastructure to provide adequate service. The infrastructure will be turned over to the Town of Smithsburg. The Town purchases its water from the City of Hagerstown. As growth occurs, the Town has an agreement with the City to increase its allocation as needed therefore there will be adequate capacity available for this property. The proposed annexation area is included in the Town of Smithsburg Municipal Growth Element and is also included within the City of Hagerstown Water Resources Element.

**Schools:** The proposed annexation area is located within the Smithsburg Elementary, Middle, and High School attendance areas set by the Washington County Board of Education. The Town of Smithsburg does have an adopted Adequate Public Facilities Ordinance (APFO) that mimics that of the County. The following table provides a simplistic snap shot of current school capacities. THIS CHART IS FOR ILLUSTRATIVE PURPOSES ONLY AND NOT MEANT TO DEPICT ACTUAL MITIGATION NEEDS BY THE DEVELOPER. As shown in the chart, there appears to be some capacity available at all levels of schools

in the system. The capacity of the school districts will be evaluated in more detail when definitive development plans are submitted. In accordance with the APFO the developer will be responsible to mitigate for capacity if there is a need determined.

School	State Capacity	Rated	APFO Capacity	Rated	Average Enrollment over last 4 quarters	Difference
Smithsburg Elementary	419		377		364	13
Smithsburg Middle	829		829		661	168
Smithsburg High	829		829		799	30

Source: These figures are based on May, 2017 figures provided by the Washington County Board of Education and Washington County Department of Planning and Zoning.

Roads: The area proposed for annexation fronts on two State owned and maintained roads (MD 64 and MD 77). Any internal roads constructed for access to the proposed annexation area will be required to be built by the developer in accordance with standards set by the Town of Smithsburg. After construction and performance periods the Town will take over ownership and maintenance of these local roads.

Emergency Services and Police Protection: Fire and Rescue services would be provided to the proposed annexation area by Smithsburg Emergency Medical Services Inc. (SEMS) and the Volunteer Fire Company of Smithsburg. Police service would be provided by the Town of Smithsburg Police Department. No significant impacts are expected on these services by the proposed annexation area.

Parks and Recreation: There are currently two parks located within the Town of Smithsburg; Veterans Park and Lions Club Community Park. It is not anticipated that park and recreation facilities will need to be expanded for the proposed annexation.

All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the Town of Smithsburg. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the Town of Smithsburg, unless alternative arrangements are provided for the Annexation Resolution.

**Availability of Land Needed for Public Facilities**

As described in the previous section, many of the facilities are already existing with expansion needs to be handled by the developer. School capacity impacts will be handled through designated mitigation efforts in coordination with the County. Even if there are impacts it does not appear that area for a new school site would be prudent. Water and wastewater facilities are already in existence and seem to be adequate for the proposed annexation area. Emergency Services facilities are already existing and seem to be adequate for the annexation area as well. While the facilities are currently adequate, the Smithsburg Emergency Medical Services organization is seek area to expand. The developer has offered to provide an area for said relocation. This is not a condition of the annexation because it is not necessary but is a favorable asset to the proposed annexation area.



## Cloverly Hill, LLC

Daniel C. Cross, CCIM  
Cross & Company, LLC  
5301 Buckeystown Pike  
Frederick, MD 21704  
301-682-9015



03 October 2016

Randy Dick, Planning & Zoning Administrator  
Town of Smithsburg  
21 West Water Street  
Smithsburg, MD 21783  
Via e-mail: [rdick@townofsmithsburg.org](mailto:rdick@townofsmithsburg.org)

Dear Randy:

I look forward to meeting with the Planning Commission on 12 October 2016. Because Cloverly Hill, LLC is not now an actual applicant before the Town, I understand that this will be an "informal appearance," representing an opportunity for me, joined by Jason Divelbiss and Fred Frederick, to share our ideas and hear from the Commission what they, in turn, may wish. To that end, I invite you to please share this letter with the Planning Commission members in advance of the meeting.

I wish to create a new mixed-use neighborhood with a broad appeal across the demographic spectrum that makes up the fabric of American society today:

- Housing and whole-of-living experiences should be created for the young and the old, for the single person and families, for those at the start of the economic ladder of American opportunity and those who through hard work and success are comfortably in the middle; with a sharp eye upon development and construction expenses. My hope is not to be compelled into the creation of high-end homes.
- I seek to create a neighborhood village, where fellow citizens interact with each other directly from front porches, sidewalks, walking paths and community open space rather than automobiles. (Please see author Ross Chapin's *Pocket Neighborhoods*). A neighborhood village where young children attend day care and after-school programs in their neighborhood, rather than in some distant commercial center. A neighborhood village where the honored elderly of our society still participate and engage in the lives of their children and grandchildren, but have housing options appropriate to their mobility and health. (Please see author Charles Durrett's *Creating Cohousing and The Senior Cohousing Handbook*).
- I seek the opportunity to create houses, living spaces and at-home working spaces that embrace the changes occurring in multi-generational family life and interconnected employment. A "home" for working parents, their children (including "rebound" young

adult children in the midst of higher education or otherwise back at home), and grandparents. A home for all under one roof, or cottage roofs in very close proximity. But still a home where even the best of families don't have to have dinner for three generations and multiple people every night out of the same kitchen. However, we measure dwelling units and in turn houses today via the number of kitchens. This is a societal issue that I as a developer seek to engage you as policy makers.

- I seek to create open spaces that respect the topography of the ground and existing specimen trees, but that still remain usable via walking trails and athletic fields. I believe a child should walk to their afternoon soccer practice. I believe an adult should run and walk outdoors (perhaps with their dog) on a nature trail or sidewalk amongst the houses and green space of their neighborhood, rather than only at the health club.
- I believe that certain activities, and the buildings in which they occur, which we may now think of as a "commercial use", should instead take place intermingled with housing, specifically the care of the elderly across the full transitions of older age, the care and play of our youth, and those buildings that provide essential functions in our society but that are not commercial by nature (i.e., a new purpose-built headquarters for the Smithsburg Emergency Medical Service).
- I believe that other "commercial use" buildings should be part of this new community, but in an adjacent commercial center within walking distance of the residential neighborhood. A commercial center needs to be accessible from multiple entrances from State Highways, have adequate intermingled parking, and be so situated as to be competitive and attract consumer dollars. I am aware that there are strong "wishes" about desirable stores; over the years I have been asked to please include a service station and convenience store, a food service provider, a pharmacy, and retailers. However, I have learned that only stores economically appropriate to the low traffic counts on MD 64 & MD 77 and the demographics of Smithsburg will consider this location. Costs will have to be sharply controlled in order to make this "wish" feasible.

The applicant intends to submit an Annexation Request to the Town of Smithsburg in order to create this neighborhood village. It may be necessary to request the annexation of different ground (and their associated Tax Map ID numbers) in stages in order to preserve the economic viability of the proposed new community, including its residential and commercial components. I look forward to working in cooperation with the Planning Commission and staff, and the Town Council, to create a new community of both societal and economic value.

Best regards,



Daniel C. Cross, CCIM  
Cloverly Hill, LLC

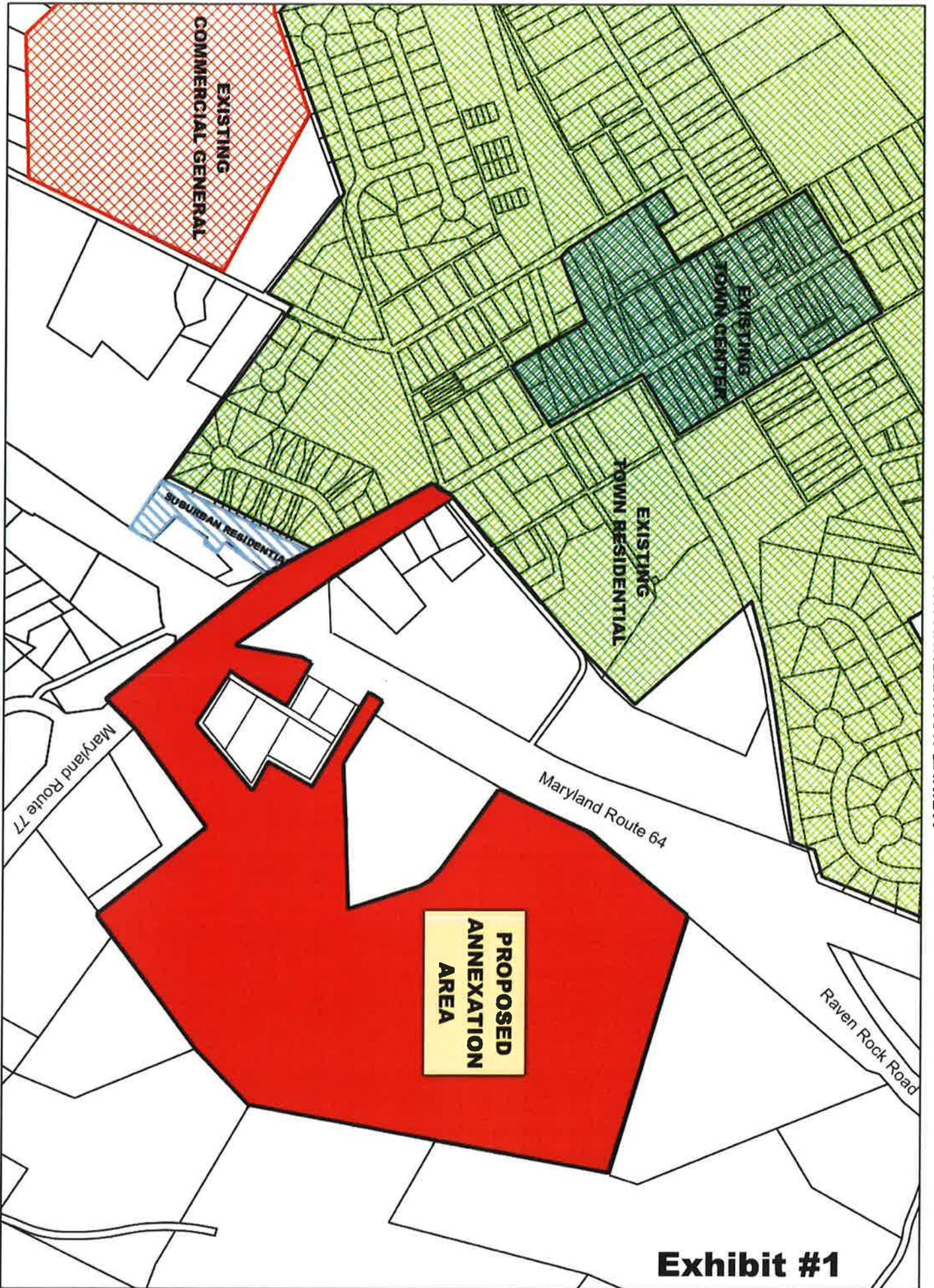
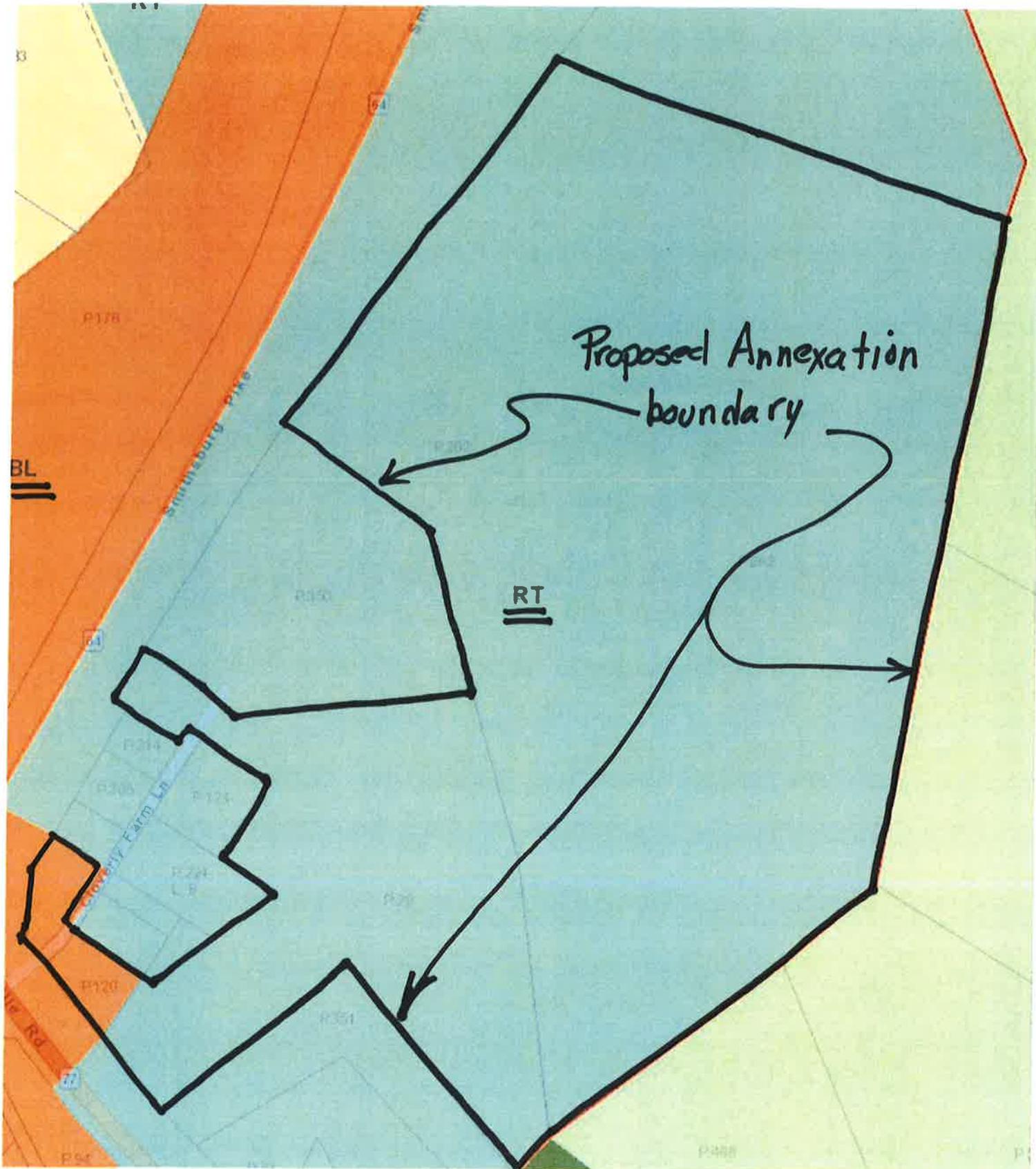


Exhibit #1

Drawn by: BAW  
REVISED 3-29-2017 1 inch = 500 feet

APU



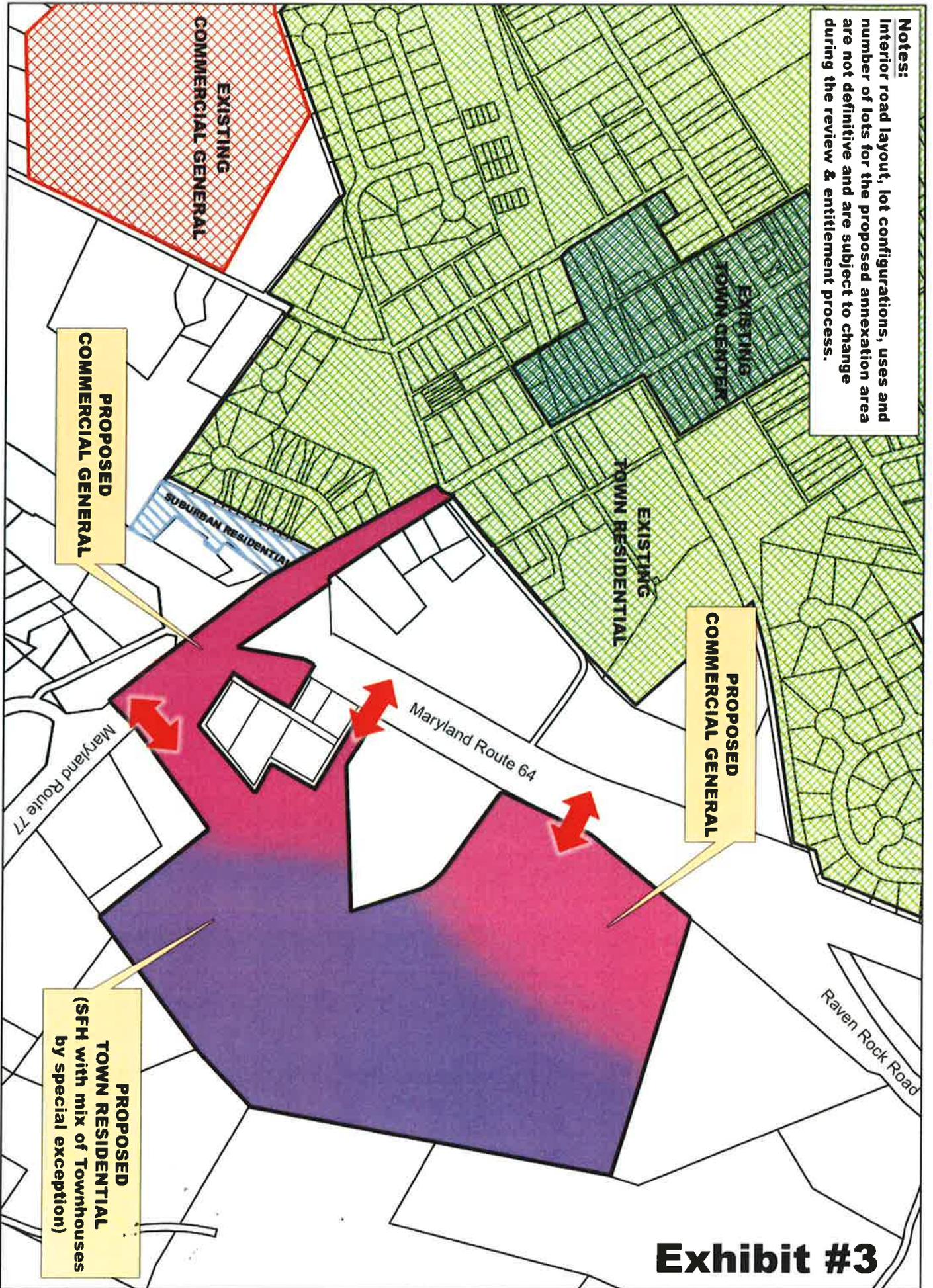
# COUNTY ZONING

EXHIBIT 2

AP7

CLOVERLY PROPOSED TOWN ZONING-EXHIBIT

**Notes:**  
Interior road layout, lot configurations, uses and number of lots for the proposed annexation area are not definitive and are subject to change during the review & entitlement process.

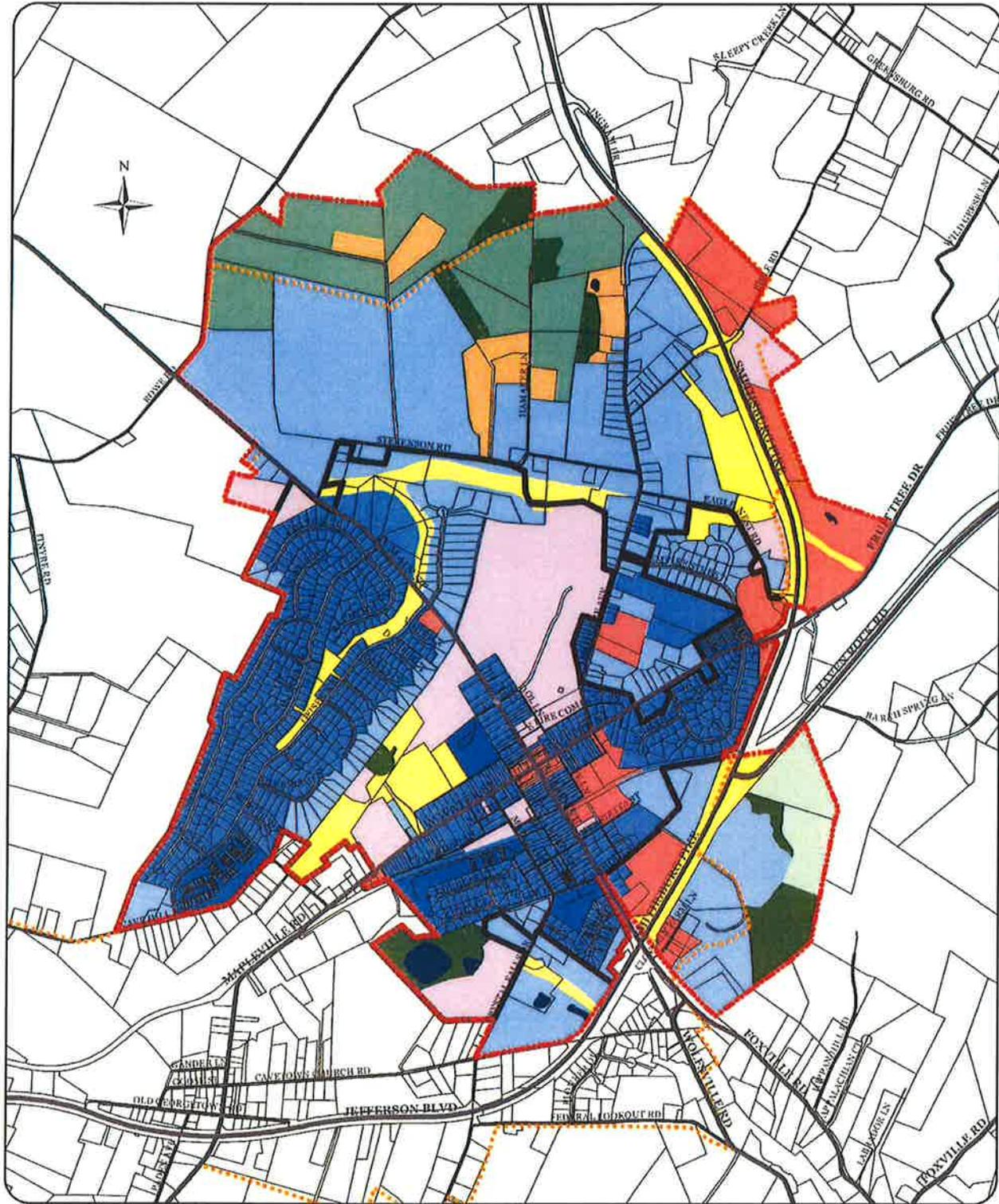


**Exhibit #3**

Drawn by: BAW  
REVISED 3-29-2017 1 inch = 500 feet

AP 8

# Future Land Use

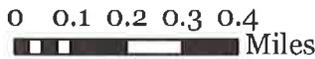


Created by: Washington County, MD Planning Dept. GIS  
Date: February 2011

**WARNING:** This map was created by the Washington County Planning Department and is intended for the recipient's use only. It is not for general distribution to the public, and should not be scaled or copied. Any modifications or changes to this map are prohibited without the express prior written approval of the Planning Department GIS. Sources of the data contained herein are from various public agencies which may have no relation to each other.

**NOTICE:** The parcel lines shown on this map are derived from a variety of sources which have their own warranty standards. The parcel lines are approximate and for informational purposes ONLY. They are not guaranteed by Washington County Maryland or the Maryland Department of Assessment and Taxation for any errors including errors of omission, commission, positional accuracy or any attribute associated with real property. They are currently in BMAP format and shall not be employed, reproduced or included in any way without the express prior written approval of Washington County Maryland Planning and Zoning Department. This data DOES NOT replace an accurate survey by a licensed professional and information should be verified using the relevant deeds, plats and other recorded legal documents.

Path: T:\Policy\Develop\Smithsburg\viomaps\smithsburg\_FUTURElanduse.mxd



### Legend

- Roads
- Smithsburg Town Growth Area
- County Growth Area
- Town Boundary
- Land Use
  - Agriculture
  - Commercial
  - Institutional
  - High Density Residential
  - Medium Density Residential
  - Low Density Residential
  - Rural Residential
  - Mixed Forest
  - Open Spaces/Parks/FP
  - Orchard
  - Water



RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SMITHSBURG,  
MARYLAND TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND  
THE CORPORATE BOUNDARIES AS CONTAINED IN THE APPENDIX OF THE  
CHARTER OF THE TOWN OF SMITHSBURG AND TO ESTABLISH THE ZONING  
CLASSIFICATION OF THE AREA TO BE ANNEXED

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF SMITHSBURG**, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and MD Code, Local Government §4-401 to enlarge the corporate boundaries of the TOWN OF SMITHSBURG, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, as defined by the CHARTER OF THE TOWN OF SMITHSBURG, and pursuant to the provisions of Local Gov't §4-401, *et seq.*, by adding or annexing to said corporate boundaries the following areas immediately adjacent and adjoining the present corporate boundary:

**METES AND BOUNDS DESCRIPTION ATTACHED AS EXHIBIT "A"**

**WHEREAS**, the proposal to enlarge the corporate boundaries of the Town of Smithsburg by adding or annexing thereto the above described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Petition signed by the requisite number of persons as prescribed and set forth in MD Code, Local Govt §4-404(a), as residents, registered voters, and/or owners of the realty contained within the area to be annexed; the same are incorporated herein by reference as if set forth herein and made a part hereof.

**WHEREAS**, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on said Petition, and has ascertained that the requirements of MD Code, Local Gov't. §4-401, *et seq.*, as more fully appears from the certificate of verification subscribed by Justine Keadle, Town Clerk, which certificates were presented at this meeting, are attached hereto and incorporated herein as "Exhibit E" and made part hereof, have been met.

**WHEREAS**, the Petition for Annexation meets all the requirements of the law, and pursuant to §4-406 of the Local Government Article of the Annotate Code of Maryland, the Annexation was referred to the appropriate State, Regional and County planning authorities.

**WHEREAS**, the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the Town of Smithsburg, which said Commission has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the Town and County, and the needs of the particular neighborhoods and vicinities of the areas, and have approved the same and that the rezoning of said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Town of Smithsburg, that the boundaries of the Town, pursuant to the provisions of §4-400 MD Code, Local Gov't. be and the same are hereby amended and enlarged so as to annex and include

within said Town all that certain area of land together with the persons residing therein, if any and their property, contiguous to the corporate limits of the Town and being more particularly described in Exhibit A.

**AND BE IT FURTHER RESOLVED**, that the annexation of the said area be made subject to the terms and conditions as set forth in the Petition for Annexation attached hereto as Exhibit "B" and made a part hereof upon final agreement and passage.

**AND BE IT FURTHER RESOLVED**, by the Mayor and Town Council, that the subject property to be annexed shall have zoning classifications of CG (Commercial General) and TR (Town Residential), as more particularly described on the schematic entitled "Zoning Exhibit for Cloverly Hill, LLC," dated August 3, 2017, attached hereto and incorporated herein as Exhibit "C" and said

**AND, BE IT FURTHER RESOLVED**, that the above mentioned Petition for Annexation and the Certificates of Verification hereinabove referred to, be filed and recorded among the records with the Clerk of the Town of Smithsburg and to be filed with the records of this meeting as part of this resolution by reference.

**AND, BE IT FURTHER RESOLVED**, that the description of the corporate boundaries of the Town of Smithsburg as referred to and incorporated in the Charter of the Town of Smithsburg, is hereby amended by eliminating from said existing description of the corporate boundaries that part thereof and said new description to be filed in accordance with the provisions of the Annotated Code of Maryland and the Charter of the Town of Smithsburg shall read as follows:

**[SEE ATTACHED EXHIBIT "D" FOR NEW METES AND BOUNDS DESCRIPTION OF TOWN]**

**AND, BE IT FURTHER RESOLVED**, that this Resolution shall become effective at the end of forty-five (45) days following its final enactment, unless a proper petition for referendum hereon shall be filed

**AND, BE IT FURTHER RESOLVED**, that the Engineer or Acting Engineer of the TOWN OF SMITHSBURG be and he is authorized and directed to amend and change the corporate boundaries of the Zoning Map of the TOWN OF SMITHSBURG as it now exists to henceforth show classification of the aforesaid area described herein as set forth.

**AND, BE IT FURTHER RESOLVED**, that the aforesaid Resolution relative to zoning shall take effect when and if the aforesaid Resolution regarding annexation shall become effective as above set forth.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS AND ATTEST  
AS TO CORPORATE SEAL:

BY ORDER OF THE MAYOR AND  
THE TOWN OF SMITHSBURG,  
MARYLAND

\_\_\_\_\_  
Justine Keadle  
Town Clerk

By: \_\_\_\_\_  
Mildred Myers  
Mayor

Date Introduced: 08/08/2017  
Public Hearing: \_\_\_\_\_  
Final Enactment: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

PREPARED BY:  
SALVATORE & MORTON, LLC  
Town Attorneys

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**PUBLIC NOTICE – ANNEXATION PETITION**

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Notice is hereby given that the Mayor and Council of the Town of Smithsburg, Maryland will hold a public hearing on **Tuesday, September 26, 2017 at the hour of 7:00 p.m.** at Smithsburg Town Hall, Mayor and Council meeting room, 21 West Water Street, Smithsburg, Maryland. The public hearing is for the purpose of considering an annexation petition submitted by Cloverly Hill LLC. The petition is requesting annexation of three parcels of record that total approximately 68.18 acres of land, located on the southeast corner of the intersection of Smithsburg Pike (Maryland Route 64) and Wolfsville Road (Maryland Route 77). The Petitioner, Cloverly Hill LLC, is requesting zoning on the parcels to be split between General Commercial (GC) and Town Residential (TR).

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

A copy of the **annexation petition** and all information related to the official record is available for review at Smithsburg Town Hall, 21 West Water Street, Smithsburg, Maryland.

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

Authority, Town of Smithsburg, Maryland

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**INSTRUCTIONS**

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Publish in the Herald-Mail  
Dates of Publication – **August 21, 2017; August 28, 2017; September 4, 2017;  
September 11, 2017**

## SMITHSBURG ANNEXATION OF CLOVERLY HILL, LLC

### ACREAGE AND ZONING COMPARISONS

(Some acreage figures are estimated)

Parcel #	Acreage	Acreage-Wash Co current zoning		Acreage-Smithsburg proposed zoning	
		Business Local BL	Residential Transition RT	General Commercial GC	Town Residential TR
Parcel 29	13.37 ac	.50 ac	12.87 ac	5.95 ac	7.42 ac
Parcel 120	.55 ac	.55 ac	0.00 ac	.55 ac	0.00 ac
Parcel 262	47.53 ac	0.00 ac	47.53 ac	19.20 ac	28.33 ac
<b>TOTAL</b>	<b>61.45 ac</b>	<b>1.05 ac</b>	<b>60.40 ac</b>	<b>25.70 ac</b>	<b>35.75 ac</b>

### RESIDENTIAL DEVELOPMENT COMPARISONS

(Some acreage is estimated)

(du = dwelling unit)

(sf = square feet)

Use	Wash Co Residential Transition RT				Smithsburg Town Residential TR			
	Acreage	Min lot size	Max # units	Density du/acre	Acreage	Min lot size	Max # units	Density Du/acre
Single family	60.40	15,000 sf/du	175	2.90 du/ac	35.75	10,000 sf/du	155	4.35 du/ac
Two family (2 du/lot)	60.40	10,000 sf/du	263	4.35 du/ac	35.75	9,000 sf/du	173	4.84 du/ac
Semi- detached (1 du/lot)	60.40	7,500 sf/du	350	5.80 du/ac	35.75	5,000 sf/du	311	8.71 du/ac

**RESIDENTIAL DEVELOPMENT COMPARISONS  
CHANGE IN MAXIMUM ALLOWABLE DENSITY AND  
MAXIMUM NUMBER OF UNITS**

(Du/ac = dwelling units per acre)

	Washington County		Smithsburg		Change	
	Max # units	Max density	Max # units	Max density	% change # units	% change max density
Single family	175	2.90 du/ac	155	4.35 du/ac	-11.4%	+50.0%
Two family	263	4.35 du/ac	173	4.84 du/ac	-34.2%	+11.3%
Semi - detached	350	5.80 du/ac	311	8.71 du/ac	-11.1%	+50.2%

Principal Permitted uses in Smithsburg General Commercial (GC) zoning district

Highlighted uses not listed as permitted in County Business Local (BL) district

**Agriculture**

Noncommercial parking garage or parking area intended to fulfill off-street parking requirements

Parks designed or intended for passive recreation or open space

Swimming pool (or beach) conducted as a principal use

Private or membership clubs or lodges not operated commercially, nor conducted primarily as a business enterprise

Golf driving or practice ranges, batting cages, racquet clubs/courts or miniature golf courses and the like, conducted as a principal use

Indoor recreation facilities, including but not limited to bowling alleys, theaters, movie theaters, skating rinks, tennis courts, health/recreation, billiard or poolroom facilities and the like

Transient or temporary recreational activity, such as a carnival, circus, fair or the like, provided each such activity does not exceed 14 days in a single year

Meeting or assembly halls for philanthropic, religious, fraternal, civic or other nonprofit organizations/corporations; see setback requirements in § 405-27

Civic buildings, including community centers, museums, post offices, libraries, fire and rescue stations, ambulance services and emergency medical transport services, and halls and public office buildings erected or used by federal, state, county or municipal governments or agencies thereof

Child-care centers, licensed, or drop-in centers as defined in Article II

Public or private trade or professional schools, or the like

Automobile car washes, motor vehicle repair garages, small engine and related equipment repair and maintenance, to include lawn mowers.

Automobile, truck, farm equipment, trailer, motorcycle, recreational vehicle and accessory equipment, snowmobile or mobile home display and sale or rental, including repair and maintenance of such vehicles and equipment as an accessory use, provided that

Automobile service stations, except highway service plazas as defined in Article II.

Shopping center or mall

Building materials and supplies, for sale, provided that outdoor storage areas shall be effectively screened from view from public roads and adjoining residences by a solid wall, screen or fence at least 6 feet high or by dense evergreen plantings of equal height. All screening shall be continuously maintained.

Veterinarians offices limited to small animal practice and provided that no overnight boarding occurs for nonmedical reasons

Business, service

Professional offices

Medical and dental offices or clinics for outpatient treatment, including accessory laboratory facilities.

Feed, grain and farm supply stores, including silos, elevators, warehouses and similar enclosed storage

Funeral homes, mortuaries and the like.

Greenhouses and nurseries, including sales facilities

Hotels, motels and the like.

Printing, photographic processing, blueprinting, photocopying and similar reproduction services, and facsimile transmission, except publishing

Parking lot or garage as a commercial or public enterprise, provided that such parking lot shall be screened by a solid wall, screen or fence at least 3 feet high or by dense evergreen plantings of equal height. All screening shall be continuously maintained.

Business, personal service

Furniture, to include upholstery, repair, and refinishing

Restaurants and the like, except drive-in and drive-through restaurants as defined in Article II.

Drive-in and drive-through restaurants

Business, neighborhood retail

Convenience stores and centers

Specialty auto services, to include glass repair, lubrication, brake repair, and upholstery or the like

Business, general retail

Temporary signs

Civic billboards

Taverns

Mini warehousing/storage

Essential utility equipment

Utility equipment – other.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (PUR-1358) – Automated Speed Enforcement (ASE) System

**PRESENTATION DATE:** September 25, 2017

**PRESENTATION BY:** Rick Curry, CPPO, Director - Purchasing Department and Sheriff Doug Mullendore

**RECOMMENDED MOTION:** Move to authorize by Resolution, the approval for the Washington County Sheriff's Office to enter into a contract to lease an Automated Speed Enforcement System, at a cost of \$3,100.00 per month (per unit), for up to twenty (20) speed enforcement system cameras from *Brekford Traffic Safety, Inc. of Hanover, MD* and to utilize another jurisdiction's contract (RFP No. Purch 2016-105) that was awarded by Calvert County Department of Finance & Budget Purchasing Office.

**REPORT-IN-BRIEF:** The County's intention is to contract with a qualified contractor to lease an Automated Speed Enforcement System (cameras) that will be installed in various locations in the County. During the period of the contract, the contractor shall provide all service(s) and material(s) described in the contract. Orders will be placed on an "as needed basis". The contract is for one (1) year commencing after approval and execution of the contract documents, with an option for two (2) one (1) year periods, exercisable at the discretion of the County.

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. The government of Calvert County Department of Finance & Budget Purchasing Office 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 service 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 with direct cost savings in the leasing of the units because of the economies of scale this group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Calvert County Department of Finance & Budget Purchasing Office provides through this agreement. Additionally, the County

will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Potential for revenue proceeds.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Brekford's Speed Enforcement System Program Proposal

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



Timothy Hayden, Director  
Roberta L. Baker, Purchasing Officer

**CALVERT COUNTY  
DEPARTMENT OF FINANCE & BUDGET  
PURCHASING OFFICE**

150 Main Street, Suite 107  
Prince Frederick, Maryland 20678  
410-535-1600 • 301-855-1243

*Board of Commissioners*  
Gerald W. Clark  
Pat Nutter  
Susan Shaw  
Evan K. Slaughenhoupt Jr  
Steven R. Weems

April 1, 2016

Mr. Rodney Hillman  
President  
Brekford Corp.  
7020 Dorsey Road, Building C  
Hanover, Maryland 21076

Re: Bid Number – Purch 2016-105  
Automated Speed Enforcement System  
**NOTICE TO PROCEED**

Dear Mr. Hillman:

I am pleased to present you with your notice to proceed for the above-referenced contract effective this date. Enclosed is your copy of the fully-executed contract.

Lt. David P. Payne, Sheriff's Office, will be the County's Contract Manager for this contract. He can be reached by phone at 410-535-1600, extension 2593 or by email at [paynedp@co.cal.md.us](mailto:paynedp@co.cal.md.us). Please contact Lt. Payne to set up a meeting.

Thank you for providing Calvert County Government with your services. We look forward to a successful contractual relationship. If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Roberta L. Baker".

Roberta L. Baker  
Purchasing Officer

Attachments

cc: Lt. David P. Payne

**REQUEST FOR PROPOSAL**

**BOARD OF COUNTY COMMISSIONERS  
OF  
CALVERT COUNTY  
PRINCE FREDERICK, MARYLAND 20678**



**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

PURCHASING OFFICE  
COUNTY SERVICES PLAZA  
150 MAIN STREET, SUITE 107  
PRINCE FREDERICK, MARYLAND 20678  
[roehl@co.cal.md.us](mailto:roehl@co.cal.md.us)  
410-535-1600/301-855-1243 Ext. 2522

**DUE DATE:**

Tuesday, January 12, 2016 by 2:30 p.m. (Eastern Time)

**WRITTEN QUESTIONS ARE DUE ON OR BEFORE WEDNESDAY, JANUARY 6, 2016 BY 10:00 A.M. (EASTERN TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PURCHASING OFFICE AT [roehl@co.cal.md.us](mailto:roehl@co.cal.md.us).**

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<b>SPECIFICATIONS</b>	<b>5.0</b>
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## **NOTICE TO BIDDERS**

Sealed proposals are due on or before Tuesday, January 12, 2016 by 2:30 p.m. (Eastern Time) for acknowledgement of receipt only for:

<p style="text-align: center;"><b>RFP NUMBER - PURCH 2016-105</b> <b>AUTOMATED SPEED ENFORCEMENT SYSTEM</b></p>
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No pre-bid meeting will be held.

Formal proposals or amendments received by Calvert County Government after the due date and time specified will not be considered. Proposals received after the time specified for due date and time will be returned unopened.

Proposals shall be submitted in **two SEALED ENVELOPES**, one envelope shall contain one (1) original and four (4) copies of the Proposer's technical proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and four (4) copies of the Proposer's price proposal marked PRICE PROPOSAL. The technical proposal must be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Proposer to their proposal, with required affidavit(s) attached. The yellow labels provided with this Request for Proposal shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains PRICING information. Calvert County Government (hereinafter, "the County") reserves the right to reject proposals improperly labeled. The envelopes must also show the Proposer's full company name and address. (ANY QUALIFICATIONS AND EXPERIENCE PROPOSAL WITH PRICE PROPOSAL INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Sealed proposal(s) should be shipped UPS, FedEx, or hand delivered to the following:

CALVERT COUNTY GOVERNMENT  
PURCHASING OFFICE  
150 MAIN STREET, SUITE 107  
PRINCE FREDERICK, MARYLAND 20678

Acceptance of proposals by Calvert County Government employees other than the Purchasing Office is not deemed proper delivery. Where proposals are sent by mail to the Purchasing Office, the Proposer shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the mail is delayed beyond the date and hour set for the proposal closing, proposals will not be accepted. P note that the United States Postal Service does not deliver to the above address.

Proposals made on any form(s) other than any required form(s) included in this package will not be considered. Changes in the phraseology of the Request for Proposal, additional or limiting provisions will render the proposal informal and may cause its rejection.

Changes to the Information for Bidders or Technical Specifications shall be made only in writing. The Board of County Commissioners of Calvert County, Maryland assumes no responsibility for verbal instructions or interpretations.

Written questions and inquiries will be accepted from any and all proposers. **The Purchasing Office is the sole point of contact** for this solicitation unless otherwise instructed herein. Unauthorized contact with other Calvert County Government staff regarding this Request for Proposal may result in disqualification of the Proposer.

In the event it becomes necessary to revise any part of this Request for Proposal, or if additional information is necessary to enable the Contractor to make an adequate interpretation of the provisions of this Request for Proposal, a supplement to the Request for Proposal will be issued and posted on eMaryland Marketplace. The Contractor acknowledges in their proposal the receipt of all addenda, supplements, amendments, or changes to the Request for Proposal that were issued by the County.

**Proposers are responsible for obtaining any documents, including but not limited to addenda that may be issued, by going to eMaryland Marketplace at <https://emaryland.buyspeed.com/bs/> prior to submitting their proposal.**

The Board of County Commissioners of Calvert County, Maryland assumes no responsibility for verbal instructions or interpretations.

In order to allow time for proposal review and award of contract, unless otherwise specified, all formal proposals shall be binding for 160 calendar days following proposal due date and time, unless extended by mutual consent of all parties.

All prices quoted shall be based on fixed/firm rates for the Contract and signed by an authorized official of the organization.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the Board of County Commissioners of Calvert County, Maryland may require.

If the Proposer to whom an award is made shall fail to execute the contract hereto attached, and as herein provided, the award may be annulled and the contract awarded to the second most responsible Proposer, and such Proposer shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or the Board of County Commissioners of Calvert County, Maryland may reject all of the proposals, as its interests may require.

Proposers must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made to the Purchasing Office before the proposal is submitted and by the dates specified herein. The submission of a proposal shall indicate that the Proposer thoroughly understands the terms of the specifications.

The submission of a proposal on this work and service will be considered as a representation that the Proposer has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the Request for Proposal, the entire area to be serviced as described in the specifications and other contract documents, and that the Proposer is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and equipment and materials to be furnished; also, that the Proposer is familiar with all Federal, State and County laws, all codes and ordinances of Calvert County Government which affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.

The Purchasing Office will correct any errors in computations when the fee proposals are canvassed.

Proposers shall execute the following forms and include as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- (a) Price Proposal
- (b) Required Technical Proposal including Required Forms
- (c) Non-Discrimination in Employment
- (d) Non-Collusion Certificate
- (e) Anti-Bribery Affirmation Affidavit of Qualification to Respond
- (f) Addenda, if applicable
- (g) Questions and Answers/Clarification, if applicable

No Proposer may withdraw their proposal within 180 days after the opening thereof.

Requests for information related to this Request for Proposal should be directed to the Purchasing Office, Heather L. Roe, Purchasing Assistant, by: (1) E-Mail: [roehl@co.cal.md.us](mailto:roehl@co.cal.md.us); (2) Phone: 410-535-1600, extension 2522; or (3) Fax 410-414-3672.

Acknowledge of receipt only for this Request for Proposal will be posted on the County's web site at [\*\*http://www.co.cal.md.us/Purchasing/FY2016\*\*](http://www.co.cal.md.us/Purchasing/FY2016).

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**PRICE PROPOSAL**

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision and equipment necessary to provide an AUTOMATED SPEED ENFORCEMENT SYSTEM as specified in this Request for Proposal to the Board of County Commissioners of Calvert County in accordance with attached specifications and other documents herein and at the following price(s):

<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>ASE SYSTEM LEASE FEE PER UNIT PER MONTH</b>	<b>\$ <u>3,100.00</u></b>

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary contract shall be executed within ten (10) days after such notice.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this specification and agrees to provide these for the rates indicated in this proposal form.

The Contractor shall comply with all applicable State and Federal laws and regulations to include but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland.

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

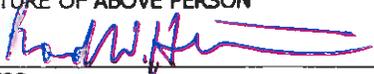
BIDDER'S LEGAL BUSINESS NAME: Brekford Corp. DATE: 1/11/2016

AUTHORIZED SIGNATURE: 

**NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS**

**The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT), for the State of Maryland, must be used on all forms within the bid document.** A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The bidder's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor/Contractor.

BIDDER'S LEGAL BUSINESS NAME Brekford Corp.	TELEPHONE NUMBER 443-557-0200
PRINCIPAL OFFICE ADDRESS 7020 Dorsey Road, Bldg. C Hanover, MD 21076	FAX NUMBER 443-557-0201
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS RHillman@brekford.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Rodney Hillman, President	
SIGNATURE OF ABOVE PERSON 	DATE 1/11/2016
WITNESS 	DATE 1/11/2016

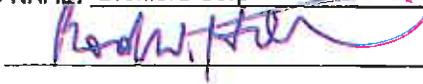
**REFERENCES**

List at least three (3) business references for whom your company has provided the service as outlined in this Invitation to Bid during the past year. References must be companies served for at least a two-year period. The County reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this Invitation to Bid. The County reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

- 1. Company: Town of Landover Hills, Maryland  
Address: 6904 Taylor St  
Landover Hills, MD 20784  
Contact Person: Chief Norris Telephone: 301-773-6401
  
- 2. Company: The City of Salisbury, Maryland  
Address: 699 W Salisbury Pkwy  
Salisbury, MD 21801  
Contact Person: Major Kolb Telephone: 410-713-5099
  
- 3. Company: The City of Hagerstown, Maryland  
Address: 50 N Burhans Blvd  
Hagerstown, MD 21740  
Contact Person: Lt. Woodring Telephone: 301-573-2023

Specify the number of years your company has been in continuous business providing services and/or products as required in this Invitation to Bid (must be at least five [5] years under the same company name and ownership). 5 years

BIDDER'S LEGAL BUSINESS NAME: Brekford Corp DATE: 12/28/2015

AUTHORIZED SIGNATURE: 

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following Addenda to the Request for Proposal for the above-identified Contract and that this proposal was prepared in accordance with said Addenda. Addenda become part of this Request for Proposal. Failure to acknowledge any addenda shall not relieve the Contractor of compliance with the terms thereof. The Board of County Commissioners of Calvert County assumes no responsibility for oral instructions.

**Addendum Number**

**Date of Addendum**

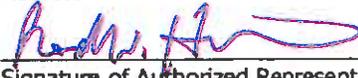
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Brekford Corp.  
Bidder's Legal Business Name

7020 Dorsey Road, Bldg C  
Address

Hanover, MD 21076  
Address

  
Signature of Authorized Representative

1/11/2016  
Date

443-557-0200  
Phone Number

443-557-0201  
Fax Number

**NON-DISCRIMINATION IN EMPLOYMENT**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each Sub-Contractor or vendor.

Contractor's Signature	 _____
Printed Name of Contractor	<u>Rodney Hillman</u> _____
Bidder's Legal Business Name	<u>Brekford Corp</u> _____
Address	<u>7020 Dorsey Road, Bldg C</u> _____
	<u>Hanover, MD 21076</u> _____
Phone Number	<u>443-557-0200</u> _____
Date	<u>1/11/2016</u> _____

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**SPECIFICATIONS**

**I. INTRODUCTION**

The Board of County Commissioners of Calvert County, Maryland through the Calvert County Sheriff's Office, or a chosen representative, (hereinafter, "the County") are requesting Technical Proposals (Qualifications and Experience) submittals and Price Proposals from qualified firms or individuals (hereinafter, "the Contractor") to provide all labor, materials, equipment, supervision, services, and incidental items necessary to install, test, and maintain an automated speed enforcement system, (hereinafter, "ASE") consisting of portable units in Calvert County, Maryland that are compliant with all applicable State and Federal laws and regulations to include but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland and in accordance with specifications.

**II. SUMMARY OF WORK**

**A. PROJECT DESCRIPTION**

The Contractor shall develop and submit a scope of work that meets the goals and objectives of this Request for Proposal, (hereinafter, "RFP"). To meet the objectives, the following minimum requirements must be met:

1. Contractor must furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system that is fully compliant with State and Local Laws.
2. Contractor shall conduct independent calibration upon initial installation and then be conducted annually.
3. Contractor is responsible for issuance of warnings, notices, citations, flagging notices, summonses, follow up on notification, past due processing, process court correspondence, and respond to general correspondence.
4. Contractor shall provide a robust, fully web-enabled and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to the County for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.
5. Contractor shall process all traffic citations and the preparation of evidence packages for court.
6. Contractor shall operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizen's concerns.

7. Contractor shall be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and the County.
8. Contractor shall conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).
9. Contractor shall conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system.
10. Contractor shall be responsible for ensuring the system is operating properly on a continuing basis. Problems shall be documented and remedied within seventy-two (72) hours, including weekends and holidays.
11. Contractor shall provide a secure Web-based system for event review.
12. Contractor shall provide a secure Web-based system for citation tracking that maintains the complete citation history and is able to be audited.
13. Contractor shall provide a payment processing system to accept payments by mail, or via the Web. The company shall post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.
14. Contractor shall provide adjudication process support to include schedule and track court hearings, send court notifications, and provide general support to Deputies before and during hearings.
15. Work shall be conducted to provide least possible interference to the activities of County's personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.
16. Portable fixed site leased camera systems.
17. Camera systems have the ability to be moved, upon agreeance of both parties with no additional relocation costs.
18. All installation costs are covered by the company. Calvert county has the final say on location.
19. Termination for convenience may occur by either party upon (60) sixty days prior written notice.

20. This program shall remain Cost Neutral to Calvert County.
  - a. The citation fees collected per month shall be the source of payment towards Contractors monthly lease fee of ASE equipment of approved citations.
  - b. During a month in which approved citation fees collected are less than the Contractors monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge the County the balance of the lease fee for that month.
  - c. During a month the approved citation fees collected exceed the Contractors monthly lease fee, the Contractor shall make payment to the County for the amount above the monthly lease fee.
21. The County and the Contractor shall establish Business Rules for the operation of this program in accordance with Local, State, and Federal laws and regulations.

**B. ASE EQUIPMENT**

1. The camera system shall use a digital media. Proposer must submit a minimum of four example sets of violation photos in different lighting and weather conditions, including (1) daytime – fair weather, (2) daytime – rain and snow, (3) night time – fair weather, and (4) night time – rain and snow. Systems should use a combination of high resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.
2. All camera system component operations shall be synchronized to a single, standard, independent, external and verifiable time and date source.
3. The system must imprint violation information on the image at the point-of-capture. Information specific to the violation must include, but are not limited to: location, date, vehicle speed, and elapse time between images.
4. The camera system shall be modular in construction to facilitate rapid installation and maintenance.
5. The camera system shall generate secure violation evidence that can be communicated and processed using vendor supplies or operated photo enforcement processing systems.
6. The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations and consecutive violations. The vendor shall specify the number of simultaneous and consecutive violations the proposed system can provide.
7. Camera system shall be capable of accurately measuring speeds, detecting speed limit violations and photographing the incident.

8. The equipment shall be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across 4 lanes of moving traffic.
9. Night time vision must have a flash system or lighting beyond an ambient light at a location. The flash system or lighting must not solely rely on an ambient light.
10. In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, leveling, etc.)
11. The camera system shall be secure from vandalism or tampering.
12. The camera system enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.
13. Vendor must provide a video component in conjunction with the digital camera system. The video must attach a verification video segment to each speed limit violation and each day's full 24 hours of video must be saved and be available to the County for viewing for up to ninety (90) days.
14. Proposer shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. Explain what program or system the firm uses to confirm the ongoing accuracy of the speed measurements.
15. All ASE field equipment shall be installed in the County's rights-of-ways with no encroachments onto private property. The County reserves the right to expand on roadways with State rights-of-ways as permitting allows.
16. The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.
17. Camera Unit Housing:
  - a. Sealed to be weather, dust, water, and spray resistant
  - b. Securely lockable
  - c. Vandal and tamperproof
  - d. All glass openings must be bullet resistant

### **III. DISPOSITION OF DOCUMENTS**

The Contractor agrees that all data including, but not limited to, reports, tables, images, graphics, specifications, studies, estimates, maps, photographs, computer files, and other material prepared by the Contractor under the terms of this Contract, and at any time during the term of the Contract, shall become the sole and absolute property of the County. All such material shall be returned to the County upon completion, termination, or cancellation of this Contract. The

Contractor shall, within fourteen (14) days of the County's request, deliver to the County all requested material(s) prepared by the Contractor in connection with the Contract. The County shall have the right to use same without restrictions or limitations and without compensation to the Contractor.

The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all the Contractor's obligations under the Contract without the prior written consent of the County. Documents and materials developed by the Contractor under the Contract shall be the property of the County; however, the Contractor may retain file copies which cannot be used without prior written consent of the County. The County agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified when the Contractor is not the firm of record.

**IV. CONTRACT MANAGER**

The Contract Manager for this Contract shall be David P. Payne, or duly authorized representative.

**V. MANPOWER**

The Contractor must ensure that sufficient manpower is available to concurrently perform the services required under this Contract. The County reserves the right to require the Contractor to dedicate additional manpower, if the work is falling behind schedule. The County also reserves the right to require the replacement of any personnel under this Contract for any reason.

**VI. RECORDS**

The Contractor shall keep accurate records. As necessary, the Contractor shall make these records available to the County for audit purposes at any time during normal business hours and as often as deemed necessary.

**VII. PAYMENT**

The County and the Contractor shall establish a payment processing system for the operation of the program for the County to receive payment of collected citation fees less the monthly lease fee per month.

**VIII. PROPOSAL SUBMITTALS – RESPONSE TO RFP**

A. Proposals shall be submitted in accordance with this RFP. (ANY TECHNICAL (QUALIFICATIONS AND EXPERIENCE) PROPOSAL INCLUDED WITH ANY PRICE INFORMATION MAY BE CONSIDERED NONRESPONSIVE.)

B. Technical and cost proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP.

**1. Technical Proposal (Qualifications and Experience)**

At a minimum, this shall include the following:

- a. A brief transmittal letter on company letterhead, signed by an officer authorized to bind the proposer to their proposal.

- b. Statement by the Contractor of their ability both in experience and available manpower to meet the requirements contained herein. Contractor shall provide background information on the firm, including date of establishment, type of entity, business expertise, a short history, current ownership, and any other relevant matters.
- c. A brief discussion of the Contractor's understanding of the project and scope of services required. Describe how the firm or team view the situation and needs of the County as it seeks assistance with this project. Include a description of the distinctive approach to be taken, including methodologies and innovative concepts, in response to the Scope of Services.
- d. Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid, Non-Collusion Certificate, Limits of Insurance, and Non-Discrimination in Employment forms included in this RFP, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- e. A project schedule identifying tasks to be completed and date of completion (in calendar days). A graphical representation of the proposed schedule showing deliverables is required. Describe in detail how each job shall be approached.
- f. A list of organizations and prime Contractors included in the project team, including area(s) of responsibility for each organization.
- g. The name of and contact information for the project manager along with a listing of key personnel, management and field positions, and team members assigned to this project with a brief bio related to their qualifications, related task experience, and tasks to which they shall be assigned highlighting their experience in consultation of similarity to this RFP. Resumes and/or curriculum vitae of each staff member shall be included, providing name, position, education, background, and experience. Upon award, cell phone, emergency numbers, and emails shall also be provided.
- h. If the Contractor wants to use other personnel under this Contract and after the Contract is executed, the Contractor must submit their resumes. **Only pre-qualified personnel shall be eligible to work on this Contract.**
- i. Full legal name and address of Proposer and the person authorized to sign the proposal should indicate their title and/or authority to bind the firm in a contract. ***The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) must be used.***
- j. A brief overview of a minimum of three (3) similar projects which the Contractor has completed within the last ten (10) years. The listing shall include for whom the project was completed and a reference that the Committee may contact including current phone number(s). Work samples should be included, as well as contact information for

previous clients and letters of reference.

- k. Disclose any work for other clients that may affect or be affected by work under this Contract.
- l. Breakout of Proposed Work Program and Timeline per unit.
- m. Proof of financial stability.
- n. Any other criteria the Contractor considers relevant for the projects to be performed under the Contract.
- o. Proposers should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Calvert County Government under the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

## **2. Price Proposal**

- a. The Proposer shall fill out the Price Proposal form contained herein.
- b. Pricing submitted shall include all costs including but may not be limited to profit, overhead, travel, mileage, vehicle fuel, supplies necessary for printing and mailing citations to include envelopes, paper, and postage, and miscellaneous fees.
- c. Costs for preparation of requested proposals shall be borne by those submitting proposals.

## **IX. EVALUATION PROCEDURES**

### **A. EVALUATION COMMITTEE**

Proposals submitted shall be evaluated by an Evaluation Selection Committee consisting of member(s) from the Calvert County Sheriff's Office. Membership on this committee is subject to change.

During the evaluation process, the Evaluation Committee and the County reserve the right, where it may serve the County's best interest, to request additional information or clarifications from proposers.

### **B. EVALUATION CRITERIA**

Proposals shall be evaluated using the minimum criteria as set forth in this RFP. Firms meeting the mandatory criteria shall have their proposals evaluated for technical qualifications and price. The following represent the minimum principal selection criteria which will be considered during the evaluation process.

#### **1. Mandatory Elements**

- a. The Contractor is independent and licensed to practice in Maryland.

- b. The Contractor has no conflict of interest with regard to any other work performed by the Contractor for the County.
- c. The Contractor adhered to the instructions in this RFP on preparing and submitting their proposal.
- d. The Contractor shall submit all required forms as contained and required in this RFP.

2. Technical Qualifications

- a. Expertise, Experience, and Qualifications
  - 1) The Contractor's past experience and performance on comparable contracts.
  - 2) The quality of the Contractor's professional personnel, including the project manager, to be assigned to the Contract and the quality of the Contractor's management support personnel to be available for technical consultation.
  - 3) The Contractor's experience with similar governments and federal or state contracts.
  - 4) Expertise, ability, capacity, skill, and past experience of the Contractor in providing services on projects of similar size, scope, and features as those required on this project.
- b. Contractor's experience in providing services in conformance to applicable codes, standards, and regulations.
- c. Current and projected work load, plan to complete the work, and ability to complete the work in a timely and professional manner.
- d. Size of the firm relative to the size of the project.
- e. Financial Stability as confirmed through the Contractor's most recent financial statement.
- f. References.
 

Quality of past work and evaluation of previous clients as confirmed through reference checks. The County reserves the right to contact any of the references listed as a contact within the past five (5) years.
- g. Approach
  - 1) Adequacy of proposed personnel and staffing plan for the Contract
  - 2) Adequacy of project organization
  - 3) Adequacy of project approach, work plan, management, and timeline
- h. Quality and Responsiveness of the proposal.
 

Generally, the Committee shall consider the Contractor's overall suitability to provide the required services, and it shall consider the comments and/or recommendations of the Contractor's previous clients as well as other references.

Proposals shall be evaluated for suitability utilizing a point system. Proposals shall be ranked according to the overall perceived benefit to the County.

3. Price

The price(s) quoted on the Proposal Form is an integral part of the RFP and shall be considered during the selection process.

**X. PROPOSAL WITHDRAWAL**

Any proposal may be withdrawn up until the date and time set herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 180 calendar days to provide to the County the services set forth herein.

**XI. PROPOSAL CONDITIONS**

- A. Price proposals that accompany technical submittals determined to be unacceptable to the County will be returned unopened to the Contractor.
- B. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will be considered nonresponsive and will be returned unopened.
- C. Proposals may not be altered or amended after they are opened.

**XII. DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications must be noted in detail by the Proposer, in writing, and submitted with the formal proposal. The Board of County Commissioners of Calvert County reserves the right to accept or reject any exception.

**XIII. RESERVATIONS**

The County reserves the right to request clarification of information submitted or to request additional information about any Proposer as it may reasonably require and may require interviews. The County reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County. The County reserves the right to not hold discussion after award of the Contract.

**XIV. CONFLICT OF INTEREST**

- A. No officer or employee of the County and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this project, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.
- B. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.
- C. The Contractor shall identify any actual or potential conflicts of interest that exist or which may arise if the Contractor is recommended for award and propose how such conflict(s) might be resolved.

**XV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The County shall have the right, at its discretion, to change, alter or modify the services provided for in this Contract and such changes, alterations or modifications may be made even though it will result in an increase or decrease in the services of the Contractor. Such changes, alteration or modification to the services provided for in this Contract will be made by written change orders to the purchase order(s) of this Contract.

Any such change, alteration or modification which either separately or in combination results in a change in the scope of services or an increase/decrease in the amount payable to the Contractor will be processed by a written change order requisition and is effective only when the change order to the purchase order is issued.



## **GENERAL TERMS AND CONDITIONS**

### **PROPOSAL FORMS AND AFFIDAVITS**

All proposals shall be submitted on forms provided in this RFP, properly signed in ink by a principal duly authorized to make contracts, and submitted in a sealed envelope.

All required forms must be submitted with technical proposals except for the price proposal which shall be in a separate sealed envelope. Failure to comply shall be cause for rejection of proposals.

### **DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications must be noted in detail by the proposer, in writing, and submitted with the formal technical proposal. The Board of County Commissioners of Calvert County, Maryland reserves the right to accept or reject any exception.

### **PROHIBITION AGAINST UNIFORM PRICING**

The County shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal and bid pricing, each Proposer shall, by virtue of submitting a proposal and bid pricing, guarantee that the Proposer has not been a party with other Proposers to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposal and bid pricing of such Proposers. Any disclosure to or acquisition by a competitive Proposer, in advance of the opening of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the proposal.

### **AWARD OR REJECTION OF PROPOSALS**

Contract award is anticipated within (30) thirty calendar days after the receipt of proposals. A Contract or Contracts will be awarded to the Contractor(s) whose proposal(s) conforming to this RFP will be the most advantageous to the County.

The Board of County Commissioners of Calvert County shall award the Contract to the most responsive and responsible Proposer(s) complying with all provisions of the Request for Proposal provided the proposal and bid price is reasonable and is in the best interest of the County to accept it. The County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject all proposals and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of the County to do so. The County also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or complete on contracts of a similar nature, or a proposal of a Proposer who investigation shows is not in position to perform the Contract.

In determining the "most responsive, responsible bidder", in addition to considering price and other factors stated herein, the Board of County Commissioners of Calvert County or the official authorized official to contract for the County shall consider:

1. The ability, capacity, and skill of the Proposer to perform the Contract or provide the services required;

2. Whether the Proposer can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The reliability, experience, and efficiency of the Proposer
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the Proposer with laws and ordinances relating to the Contract or service;
6. The sufficiency of the financial resources and ability of the Proposer to perform the Contract or provide the service;
7. Whether the Proposer is in arrears to the County on any debt or contract, is in default on any surety to the County, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award the Contract.

In addition, the successful Contractor must be current and in compliance with tax filings and licensing requirements of Calvert County Government; and, if a corporation conducting business in Calvert County, Maryland or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessments and Taxation. The Contractor shall supply evidence that all applicable taxes have been paid in full and a copy of its Certificate of Good Standing, as applicable, as requested by Calvert County Government.

### **ACCEPTANCE OF PROPOSALS**

The County intends to award a contract to the Contractor that best satisfies the needs of the County. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor will be based upon technical factors, price, and interviews, if conducted.

Contents of the proposal will become contract obligations if a Contract ensues. The County may award a Contract solely on the basis of the proposal submitted without any additional negotiation. Failure of the Contractor to honor these obligations may result in cancellation of an award.

### **VERIFICATION OF TAX PAYMENT/REGISTRATION**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office, as well as with the Department of Labor, Licensing and Regulation. Corporations which are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either as individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

Any Contractor who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential Contractors be completely registered prior to the due date for receipt of bids/proposals. Failure to

register may result in the bid/proposal being deemed unacceptable.

### **INDEMNIFICATION**

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of the Board of County Commissioners of Calvert County.

The Contractor shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against the County in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or their employees if any, and the Contractor shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall at their own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

### **ASSIGNMENT OF CONTRACT FUNDS**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of the County. If the Contractor desires to assign their right to payment of the Contract, the Contractor shall notify the County immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from their obligations, or change the terms of the Contract.

### **TERMINATION OF CONTRACT**

The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the successful proposer. The County shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful proposer has not performed or has unsatisfactorily performed the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, and County taxes throughout the full term of any Contract issued. Failure to do shall be grounds for termination of the Contract.

### **AVAILABILITY OF FUNDS**

Multi-year contracts may be continued each fiscal year only after funding appropriations and program

approval have been granted by the Board of County Commissioners of Calvert County. In the event that the Board of County Commissioners of Calvert County does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

The County reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If the County must terminate a contract, the County will attempt to give written notice at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

### **DELIVERY FAILURES**

Failures of the Contractor to deliver within the time specified, or within reasonable time as interpreted by Calvert County Government, or failure to correct services when so requested, immediately or as directed by Calvert County Government, shall constitute authority for Calvert County Government to purchase in the open market services to replace the service rejected or not delivered. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time specified by Calvert County Government, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

### **NON-LIABILITY**

The Contractor shall not be liable in damages for delay in services when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Officer may at their discretion, cancel the Contract.

### **DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS**

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after proposal due date and time; the contents of a proposal and any document submitted with the proposal shall be open to public inspection.

However, the County shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER, PROPOSER, OR OFFEROR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a bidder, offeror, or proposer as a result of the submission of restricted information, the County shall have the right to duplicate, use or disclose the data to the extent consistent with the County's need in the procurement process.

A bidder, offeror or proposer agrees to indemnify, protect and save harmless the County, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the

confidentiality of the material sought to be protected.

### **BREACH OF CONTRACT**

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the County shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the County will authorize the services to be obtained from another qualified Contractor with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor.
  
- B. In the event of the failure of the Contractor to remedy the same within said period, the County is authorized to seek to have the Contract terminated.
  
- C. In addition to those instances specifically referred to in other sections contained herein, the County shall have the right at its option to terminate the Contract under any one or more of the following:
  - 1. If the Contractor becomes insolvent.
  - 2. If the Contractor makes an assignment for the benefit of creditors pursuant to the status in such case made and provided.
  - 3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
  - 4. In the event the Contractor fails to commence work in accordance with the RFP.
  - 5. In the event the Contractor shall abandon any portion of the work to be performed under the Contract for thirty (30) days or more.
  - 6. If the Contractor shall fail to fully and properly perform any or all of the conditions, covenants, or agreements contained within the Contract.
  - 7. If the Contractor shall sublet, assign, convey, or otherwise dispose of the Contract or any portion thereof other than in accordance with the Contract.
  - 8. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
  - 9. If the Board of County Commissioners of Calvert County, Maryland upon the advice of the Project Manager shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the Contract.

### **COMPLETENESS**

All information required by this Request for Proposal must be supplied to constitute a proper proposal. Calvert County Government shall not be responsible for the premature opening of proposals if not properly addressed or identified.

### **LATE BIDS OR PROPOSALS**

Formal bids or proposals and amendments thereto received by Calvert County Government after the time specified for opening will not be considered. Proposals or bids received after the time specified for receipt of proposals will be returned unopened.

### **INCURRING COSTS**

The County is not liable for any costs incurred by the Proposer prior to the issuance of the Contract.

### **NOTICE OF POLITICAL CONTRIBUTIONS**

The Contractor agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Article 33, Subtitle 14, as amended from time to time, to which the Contractor may be subject.

### **COOPERATIVE PURCHASES**

1. Acceptance of this proposal and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities and/or services.
2. All purchase and payment transactions will be made directly between the Contractor and the requesting entity. The Board of County Commissioners of Calvert County assumes no obligation on behalf of any other public entity.

### **ARITHMETICAL ERRORS**

Any errors in computation(s) will be corrected when the proposals are canvassed.

### **CONTRACT PERIOD**

- A. This is a requirements type contract for one [1] year commencing after approval and proper execution of the contract documents, with a renewal option for two [2] additional one [1] year periods, exercisable at the sole discretion of the County. This contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by the County or to the County by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date of the Notice to Proceed or otherwise indicated by the County.
- B. In the event the County exercises its option to renew this contract beyond the initial one-year period, the prices for each renewal term shall be the unit prices bid for the initial contract.

### **QUANTITIES**

During the period of the Contract, the Contractor shall provide all service(s) and material(s) described in this Contract. The Contractor understands and agrees that this is a requirements contract and that the County shall have no obligation to the Contractor if the quantities listed are not required. Any quantities that are included in the proposal reflect the current expectation of the County. The amounts are only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any set amount of service(s) and material(s). The Contractor further understands and agrees that the County may require services and materials in an amount less than or in excess of the estimated amount, and that the quantity actually used, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity actually required by the County. Minimum ordering requirements are not acceptable.

Estimated units for this Contract: Three (3) Units  
Estimated citations issued per unit: Two Hundred (200)

As stated, the Calvert County Government will place orders on an "as needed basis". The Calvert County Government does not guarantee to purchase any minimum quantities. Minimum ordering

requirements are not acceptable.

## **LIMITS OF INSURANCE**

- A. The Contractor shall not commence work under this agreement until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland and shall name the Board of County Commissioners of Calvert County as an additional insured. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Board of County Commissioners of Calvert County as an additional insured.
- B. **Additional Insured**
1. The following shall be Additional Insured's: Board of County Commissioners of Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
  2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.
- C. **Commercial General Liability Insurance**
- During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:
1. Contractual Liability;
  2. Independent Contractor's Coverage;
  3. Broad Form General Liability Extensions or equivalent; and
  4. Per contract aggregate.
- D. **Professional Liability**
- During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- E. **Automobile Liability Insurance**
- During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- F. **Workers Compensation**
- During the life of this agreement the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor must show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

G. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance must be acceptable to the County. Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **It shall be the Contractor's responsibility to make immediate notification to the County if any changes are made to the policy.** The Board of County Commissioners of Calvert County shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland  
Attention: Purchasing Office  
Courthouse, 175 Main Street  
Prince Frederick, Maryland 20678

The certificate shall also indicate the contract name and number.

Contractor's Signature   
Printed Name of Contractor Rodney Hillman  
Insurance Provider Schoenfeld Ins. Assoc., Inc. (Insurance Coverage: The Hartford)  
Address 6225 Smith Ave  
Baltimore, MD 21209  
Provider Phone Number 410-602-1090  
Date of Insurance 9/26/2015

**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the President

(Title)

and the duly authorized representative of the firm of Brekford Corp.

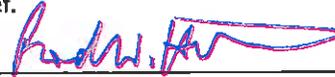
Whose address is 7020 Dorsey Road, Bldg C Hanover MD 21076 AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Board of County Commissioners of Calvert County, Maryland, administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County, Maryland have any interest in the bidding company except as follows: (complete if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



\_\_\_\_\_  
Authorized Signature

1/11/2016

Date

Rodney Hillman

Printed or Typed Name





Headquarters 7020 Dorsey Rd Hanover, MD 21076 | tel (443) 557-0200 | fax (443) 557-0201

RESPONSE TO:

**RFP – PURCH 2016-105**

**Automated Speed Enforcement System  
for Calvert County, Maryland  
[Technical Proposal]**



Calvert County Government  
Purchasing Office  
County Services Plaza  
150 Main Street, Suite 107  
Prince Frederick, MD 20678

***DUE DATE: January 12, 2016 at 2:30 P.M.***

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## PROPOSAL FORMAT OVERVIEW

Pursuant to the County's stated desire to prepare proposals "simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP," we have organized our response to match the RFP layout and line items as closely as possible.

The main sections of this document, labeled "A" through "O", with associated headers, match the letters contained in section VIII.B.1 Technical Proposal (Qualifications and Experience) and provide a specific response to the requested information in order.

In order to remain as concise and specific as possible, within section "C. SCOPE OF SERVICES" of this document, we have included subsections to address the details requested in RFP sections II.A (Project Description) and II.B (ASE Equipment). Our responses to each item are labeled to match the numbered items within the RFP sections.

Following the main body of the proposal, for further/optional reference, we have included an appendix that provides a more thorough discussion of our solution and the various additional features which may not have been specifically requested in the RFP. All features of our turnkey offering described in the appendix are included as part of this proposal at no additional cost beyond that noted in our Pricing Proposal (submitted separately).

## A. TRANSMITTAL LETTER



7020 DORSEY RD. BLDG. C  
HANOVER, MD 21076

PHONE (443) 557-0200  
FAX (443) 557-0201  
WWW.BREKFORD.COM

January 12, 2016

Heather L. Roe, Purchasing Assistant  
Calvert County Government  
Purchasing Office  
150 Main Street, Suite 107  
Prince Frederick, MD 20678

**Re: Transmittal Letter for RFP PURCH 2016-105 – AUTOMATED SPEED ENFORCEMENT SYSTEM**

Dear Ms. Roe:

It is my pleasure to transmit to the Board of County Commissioners of Calvert County, Maryland this response to your RFP# PURCH 2016-105 for an Automated Speed Enforcement ("ASE") System.

Brekford Corp. (OTCQX:BFDI), headquartered in Hanover, Maryland, is a leading public safety and security technology service provider of automated traffic safety enforcement ("ATSE") solutions, parking enforcement solutions, and an end-to-end suite of technology equipment for public safety vehicle services. We provide innovative solutions to municipalities, states, various federal entities, and the U.S. military. Our combination of subject matter experts, leading proprietary technology, and superior customer service offers a unique 360° solution for public safety and law enforcement agencies.

For two decades, Brekford has successfully designed, installed and supported integrated systems for hundreds of agencies in support of their public safety mission. Over the past six years, we have successfully implemented and operated turnkey photo enforcement solutions in the U.S. and Latin America, led by Maurice Nelson, a 17-year veteran of the industry. We are highly confident that our next generation technology, combined with superior customer service and turnkey program support, will achieve significant public safety results for Calvert County's ASE program.

Our proposal includes a carefully architected and integrated solution with many features and benefits for the County including green (solar-powered) systems, flash-less nighttime color images, non-invasive violation capture, dual validation, and seamless retrofitting.

Brekford acknowledges the instructions and terms of the RFP and agrees to comply with them. This proposal is firm for 180 days from the closing date and may be extended upon mutual agreement if the County requests so in writing. The primary person authorized to answer any questions and make representations for Brekford is Ms. Patti Hamilton, whose contact information is below.

Patti Hamilton, Program Manager – Automated Traffic Safety Enforcement Solutions  
Office: 443-557-0200; Cell: 240-205-0776; Fax: 443-557-0201  
Email: [phamilton@brekford.com](mailto:phamilton@brekford.com)

One (1) original and four (4) copies of the technical proposal as well as one (1) original and four (4) copies of the price proposal, in separate sealed envelopes, are provided as specified in the submission requirements. The proposal is organized into sections following the RFP outline.

Brekford's experienced team stands ready to implement an ATSE solution that will exceed your expectations. While competitors may offer their one-size-fits-all, off-the-shelf system with little help fine-tuning the program, Brekford is offering the County a true partnership. We will provide a complete implementation commitment to meet the County's priorities as well as ongoing support for the duration of our agreement. We are located within 60 miles of Prince Frederick, and we currently operate numerous successful ATSE programs throughout the state of Maryland.

Sincerely,



Rodney Hillman  
President and COO | Brekford Corp.  
Office: 443-557-0200 ext. 223 | Cell: 443-615-1548 | Fax: 443-557-0201  
Email: [rhillman@brekford.com](mailto:rhillman@brekford.com) | Web: [www.brekford.com](http://www.brekford.com)

## B. BREKFORD PROFILE

Brekford Corp. (OTCQB:BFDI) is a publicly traded C-corporation headquartered in Hanover, Maryland. For nearly two decades we have been a leading public safety technology systems developer, integrator, and service provider of fully integrated mobile technology and video solutions, as well as turnkey automated traffic safety enforcement programs, to municipalities, states, various federal entities and the U.S. military.

The Company was founded in 1997, with a focus on providing vehicle technology solutions to law enforcement agencies and municipalities. Early in our history, we identified many deficiencies in the industry that led to disjointed solutions, lack of contractor accountability, and poor customer service and support. Our response to this problem was the development of our 360-degree solution philosophy, transforming Brekford into a “one-stop-shop” for agencies to obtain all necessary equipment (both high and low tech) and complete installation services. Currently we provide comprehensive vehicle installation services to hundreds of local, state, and federal agencies primarily within a 100 mile radius of Washington, D.C. These installations include fully warranted technology solutions such as rugged laptops, in-car video systems, e-ticketing, ALPR systems, sirens, lights, gun racks, and prisoner cages. In 2015 we introduced our body worn camera and evidence management solution, utilizing Panasonic’s Arbitrator BWC and Microsoft’s Azure Government Cloud. Brekford is a Gold Level partner with Panasonic Corporation, one of the world’s largest technology companies.

In 2010, with demand increasing nationally for automated speed and red light technology, and our existing clients seeking a local trusted provider, we started offering full turnkey ATSE programs. Brekford’s foundation as a public safety solutions provider is what separates us from competitors in the ATSE industry. Other companies, both large and small, approach these programs purely from a technology perspective without an understanding of the comprehensive evidence management, public education, and operational needs of law enforcement agencies. During the past six years we have successfully operated numerous speed enforcement programs throughout Maryland. Our proprietary camera technology and iP360 citation management system has evolved to a point where our clients fully appreciate its ease of use, simplicity of installation, and flexible configuration tailored to the unique process flow required by ATSE programs. In 2015 we established our first international program in Saltillo, Mexico and introduced our next generation solar powered speed and red light enforcement systems.

Our long history of working with local, state, and federal agencies on various projects and programs, and our commitment to unparalleled post-implementation support, have established Brekford as a “go-to” service provider, especially in the State of Maryland. Brekford’s employees work primarily from our two main offices in central Maryland. Our headquarters and technology center is located in Hanover and our operations and call center is located in nearby Glen Burnie. We have dedicated and experienced professionals already in place to support all aspects of Calvert County’s ASE program.

Our corporate officers are:

- C. B. Brechin, co-founder and CEO
- Scott Rutherford, co-founder and Chief Technology Officer
- Rodney Hillman, President and COO

## C. SCOPE OF SERVICES

### **Our Understanding of Calvert County's Program and Goals**

The State of Maryland has authorized the use of speed enforcement cameras, also known as speed monitoring systems, for local municipalities seeking to curb aggressive driving in school zones. Recognizing the benefits of speed monitoring systems, Calvert County created the "Safety for Students" Program to utilize this highly effective automated approach as a solution for reducing speeds and evoking voluntary compliance from drivers.

The County clearly understands that calibrated and independently certified speed monitoring systems act as a force multiplier to record and document speeding violations, enabling law enforcement personnel to focus on more serious traffic infractions and community security concerns. As aptly noted in your ordinance establishing the program, "the presence of speed cameras has contributed to as much as an 80-90% decrease in the number of drivers exceeding the speed limit by 12 miles per hour or more in the vicinity of schools." Brekford has an ingrained understanding of this statistic as this is precisely the experience of nearly every one of our clients who have implemented our turnkey ATSE program. This dramatic change in driver behavior typically leads to accident and injury reductions of more than 50%.

With 13 of the County's 23 schools located on County roads, there could be a temptation to "blanket" the area with speed monitoring systems; however, from the RFP and from other public information we have researched regarding the County's intentions, it is evident that you are taking the prudent approach by installing these devices only in locations where they can be most effective in reducing speeding problems. This is a key aspect of any ATSE program, in order to balance the desire for safety improvements with the need for fairness and transparency with drivers. As such, it is important that clear signage is posted in locations where speed monitoring systems are in operation, and that the devices be modular and portable so that specific problem areas can be addressed without disruption to traffic patterns or law enforcement resources.

### **Brekford's Philosophy**

Brekford understands that while traditional traffic citations issued by officers generally do not garner significant attention, citations issued through ATSE programs are subject to increased public attention. Whether from the media, program detractors, or concerned citizens, we acknowledge that these programs receive intense scrutiny and mistakes can be magnified dramatically. Thus, Brekford's overall plan and philosophy in providing services to our customers is simple...

***"We will at all times exercise extreme caution and attention to detail to ensure that our customers operate programs with the utmost integrity, transparency, and accuracy while achieving stated objectives for community safety improvements."***

We will provide for your program, a turnkey ATSE system which includes all equipment, installation, SHA permitting, hardware, software, maintenance, annual equipment certifications, and back-office processing at no out-of-pocket expense to the County.

**Our Approach to Your Program**

<b>Your Concern</b>	<b>Our Approach</b>	<b>Your Advantage</b>
Equipment Availability	Unlike our competitors, Brekford IS the equipment manufacturer. All equipment and software is 100% developed, assembled, and managed in-house.	Rapid implementation - installation within 20 business days
Equipment Flexibility	We offer multiple installation options so that each speed camera peripheral is interchangeable.	Ground-based or fixed-pole-mounted solutions (both portable)
Equipment Accuracy	Brekford's 4-step accuracy program provides calibration: 1) METAS international certification 2) Annual third-party recertification 3) Daily calibration verification 4) 20-minute continuous auto calibration, system verification, and recording	Unquestionable accuracy certifications complete with 'third-party' certificates and system accuracy verifications recorded at 20 minute intervals
Location Evaluation	We provide no-cost services to collect baseline volumetric statistics and site evaluation studies.	Location statistics to use in program evaluation or location validation
Permitting & Installation	We contract with local traffic engineering firms for site drawings and permitting requirements (where necessary). Additionally, we contract local, D.O.T. certified construction firms – knowledgeable in all regional laws and regulations to complete installations and build-outs.	Clients not required to use internal resources for construction or permitting
Recording and Record-keeping	All event actions are captured in PDF format and available at any time. All documents are automatically captured for reporting.	Documents such as operator logs, camera maintenance logs, or even images that do not result in violations are captured and recorded for reprint, review or archiving
Approvals & Other Program Requirements	Each aspect of our program requires final approval by the Police or other authorized officials.	Brekford administratively support all processes for citation approvals, payment acceptance, violator services and even court hearings while solely directed by the client via Business Rules development.

Training & Support	Brekford provides training in all aspects of the program. We provide start-up and on-going refresher training at <b><i>no additional cost</i></b> .	We understand that ATSE may only be a part our client's overall responsibilities and as such we provide as many training sessions needed for program mastery. We provide and support all computer equipment supplied as part of our contracted services.
Maintenance	Our technical staff and field technicians expertly maintain each piece of equipment and the physical site where our equipment is installed.	Our clients have peace of mind that our perpetual monitoring and equipment maintenance of our equipment provides their program maximum effectiveness and efficiencies.
Program Partnership Support	We provide equipment and resources to support unexpected program changes.	We do not 'nickel-n-dime' our clients. Program conditions can change outside of our clients' control. As such we provide resources to accommodate for any unforeseen changes affecting successful program operations.
Public Awareness Support	We draw on our experience and resources to assist our clients in any public awareness initiative.	An additional 'resource library' to assist with public notification or education.
Program Management	Brekford provides a knowledgeable and dedicated program manager to oversee both the program and each specific client's needs.	A single point-of-contact that is committed to your program's success

A. PROJECT DESCRIPTION

1. Contractor must furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system that is fully compliant with State and Local Laws.

Brekford provides a 100% turnkey system that includes all aspects of program operation including equipment and software, support, maintenance, system relocation services, signage, citation processing, customer service, and court scheduling and correspondence.

2. Contractor shall conduct independent calibration upon initial installation and then be conducted annually.

We utilize an independent 3<sup>rd</sup> party engineering firm for initial and annual calibration and certification.

3. Contractor is responsible for issuance of warnings, notices, citations, flagging notices, summonses, follow up on notification, past due processing, process court correspondence, and respond to general correspondence.

Our web-based iP360 back-office processing software suite (see Appendix B) manages all aspects of program operation via seamless web design and queuing systems. The only interaction required by the County would be, as required by law, for officers to approve final citations. The County will also have direct access, for an unlimited number of users, to all processing and QA modules as well as the most robust reporting capabilities in the industry.

4. Contractor shall provide a robust, fully web-enabled and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to the County for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.

Our system is hosted in a highly secure facility that is audited by NLETS, following guidelines for CJIS compliance. The system is fully web-based and data is moved through a queuing system in real time as various stages of processing are completed. Unlike our competitors, who merge violation data with citation templates after police department approval, the final citation approval to be completed by the officer is a locked PDF version of the EXACT citation to be printed and mailed. Violations are processed and generally available for approval within 2-3 days but no more than 5 days, pending retrieval of registered owner information from the MVA or NLETS. Our automated QA functionality provides multiple checks at every stage of processing and prohibits citations from being mailed beyond the legally acceptable window of 14 days. See Appendix B for more information regarding our iP360 Citation Management System.

5. Contractor shall process all traffic citations and the preparation of evidence packages for court.

Noted. Employees at our secure facility provide all processing, customer service, and court assistance according to pre-defined business rules approved by the County. Our system securely tracks every piece of evidence and every communication, whether verbal or written, in a logging system that is easily accessible via web hotlinks. A full audit trail of every interaction with citizens or documents is also a standard feature. Court evidence packages can be provided both in paper form as well as electronically.

6. Contractor shall operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizen's concerns.

Our customer support center provides a toll-free number specific to the County's program along with bi-lingual support. Our customer service agents are available to answer all questions regarding citation payments or court proceedings.

7. Contractor shall be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and the County.

Noted. We provide all services necessary to install and maintain the systems, as well as relocation services for portable units (if requested). Due to the ease of movement for the systems, we are able to provide site studies and assessments using actual live equipment if there are questions or concerns regarding the extent of a speeding problem at a given location.

8. Contractor shall conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).

Noted. We will provide all services related to public awareness and will advise the County regarding ongoing education for citizens.

9. Contractor shall conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system.

Training for all users of the system, whether direct or peripheral, is provided both during the implementation phase and upon request throughout the life of the contract.

10. Contractor shall be responsible for ensuring the system is operating properly on a continuing basis. Problems shall be documented and remedied within seventy-two (72) hours, including weekends and holidays.

Because our speed monitoring systems are fully automated and most maintenance can be conducted remotely, we typically provide less than 4 hour response on most problems, or worst case one business day, with the rare exception of a major failure. Due to the stability and remote maintenance capabilities, as well as the physical security of our housings, our experience has shown virtually no need for emergency maintenance operations with our equipment.

11. Contractor shall provide a secure Web-based system for event review.

Noted. See #4 above and Appendix B.

12. Contractor shall provide a secure Web-based system for citation tracking that maintains the complete citation history and is able to be audited.

Noted. See #5 above and Appendix B.

13. Contractor shall provide a payment processing system to accept payments by mail, or via the Web. The company shall post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.

We provide both mail and web payment acceptance services with a unique mailing address and web page specific to the County's program. Citizens can view violation images and video via the web as well as make payments directly using a credit card. Mail-in payments are processed promptly and ALL correspondence is electronically scanned and attached to the citation audit log, which is viewable within iP360 24/7.

14. Contractor shall provide adjudication process support to include schedule and track court hearings, send court notifications, and provide general support to Deputies before and during hearings.

We provide all adjudication process support including scheduling, notifications, correspondence, and updating and reconciliation post-court. Our iP360 system contains a module specific to the court process and is seamlessly integrated all the way back to the original violation.

15. Work shall be conducted to provide least possible interference to the activities of County's personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.

Brekford takes pride in the fact that we have eliminated all unnecessary administrative and technical efforts required to run our ASE programs and equipment, not only for our own personnel but also for client personnel. Due to the rapid maintenance capabilities, there is no disruption with citizens, drivers, or County personnel.

16. Portable fixed site leased camera systems.

Noted. We offer both ground-based and pole-mounted solutions that are portable, with less than 30 minutes required to remove or install a unit at a location that has been pre-approved. These systems are wireless and battery powered, so there is no disruption to the local site and no significant construction activity required. Our pole mounted units can be mounted on nearly any existing pole, and where feasible we provide a solar panel for continuous unattended operation without the need for battery changes. The County may choose either of these options (or a mixture) as they are fully included in our pricing offer.

17. Camera systems have the ability to be moved, upon agreeance of both parties with no additional relocation costs.

Noted. See #16 above. Relocation is a simple process, once notification is received. We offer this service by our technicians at no extra cost; however, we are also amenable to training County personnel if the County would prefer to control this part of the program.

18. All installation costs are covered by the company. Calvert county has the final say on location.

Our offer is 100% turnkey in that we provide everything in this proposal, including installation and relocation at Brekford's cost. We will offer advice regarding location selection; however, we acknowledge the County will have final say on all locations.

19. Termination for convenience may occur by either party upon (60) sixty days prior written notice.

Noted.

20. This program shall remain Cost Neutral to Calvert County.

- a. The citation fees collected per month shall be the source of payment towards Contractors monthly lease fee of ASE equipment of approved citations.
- b. During a month in which approved citation fees collected are less than the Contractors monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge the County the balance of the lease fee for that month.
- c. During a month the approved citation fees collected exceed the Contractors monthly lease fee, the Contractor shall make payment to the County for the amount above the monthly lease fee.

**Noted.**

21. The County and the Contractor shall establish Business Rules for the operation of this program in accordance with Local, State, and Federal laws and regulations.

**Noted.** Brekford will provide detailed business rules templates and project plans to ensure a comprehensive approach in creating the final engagement rules.

**B. ASE EQUIPMENT**

1. The camera system shall use a digital media. Proposer must submit a minimum of four example sets of violation photos in different lighting and weather conditions, including (1) daytime – fair weather, (2) daytime – rain and snow, (3) night time – fair weather, and (4) night time – rain and snow. Systems should use a combination of high resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.

On the following pages you will see example sets of violation photos depicting various conditions as requested. Our high resolution cameras coupled with superior tag enhancement offers excellent clarity in all conditions including extremely low lighting and poor weather.

*Daytime – Fair Weather*

Date	Time	OperatorID	SystemID	Type
04/10/2015	14:46:39.20	119	00022C3E	S
Speed	Sign Speed	Direction	Location	Code: 560008
59.3 mph	45 mph	Departing	7700 Blk MD193 W/B West of Frankfort Dr	



Date	Time	OperatorID	SystemID
04/10/2015	14:46:39.70	119	00022C3E
Speed	Sign Speed	Direction	Location
59.3 mph	45 mph	Departing	7700 Blk MD193 W/B West of P



*Daytime - Rain*

Date	Time	OperatorID	SystemID	Type
04/08/2015	14:24:40.58	3177	00023083	S
Speed	Sign Speed	Direction	Location	Code: 490017
47.9 mph	35 mph	Departing	600 Blk Business Route 50 E/B	



Date	Time	OperatorID	SystemID
04/08/2015	14:24:41.08	3177	00023083
Speed	Sign Speed	Direction	Location
48.3 mph	35 mph	Departing	600 Blk Business Route 50



*Daytime - Snow*

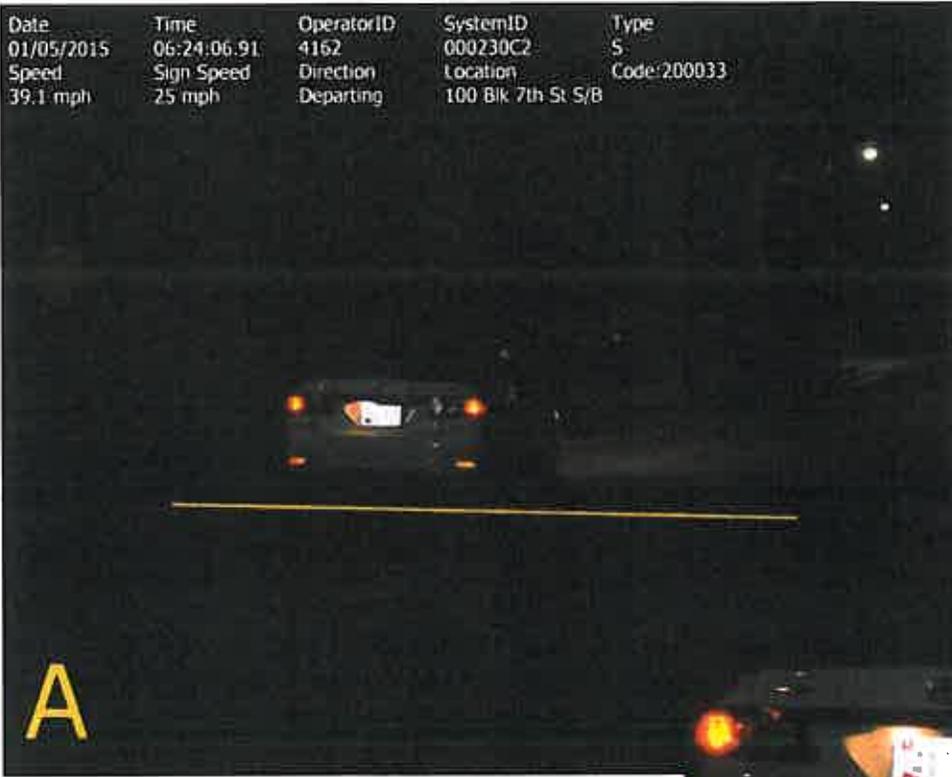
Date	Time	OperatorID	SystemID	Type
01/06/2015	11:48:25.64	2679	00022C2B	S
Speed	Sign Speed	Direction	Location	Code:520001
37.1 mph	25 mph	Departing	700 Blk Northern Ave W/B	



Date	Time	OperatorID	SystemID	Type
01/06/2015	11:48:26.14	2679	00022C2B	S
Speed	Sign Speed	Direction	Location	Code:520001
37.1 mph	25 mph	Departing	700 Blk Northern Ave W/B	



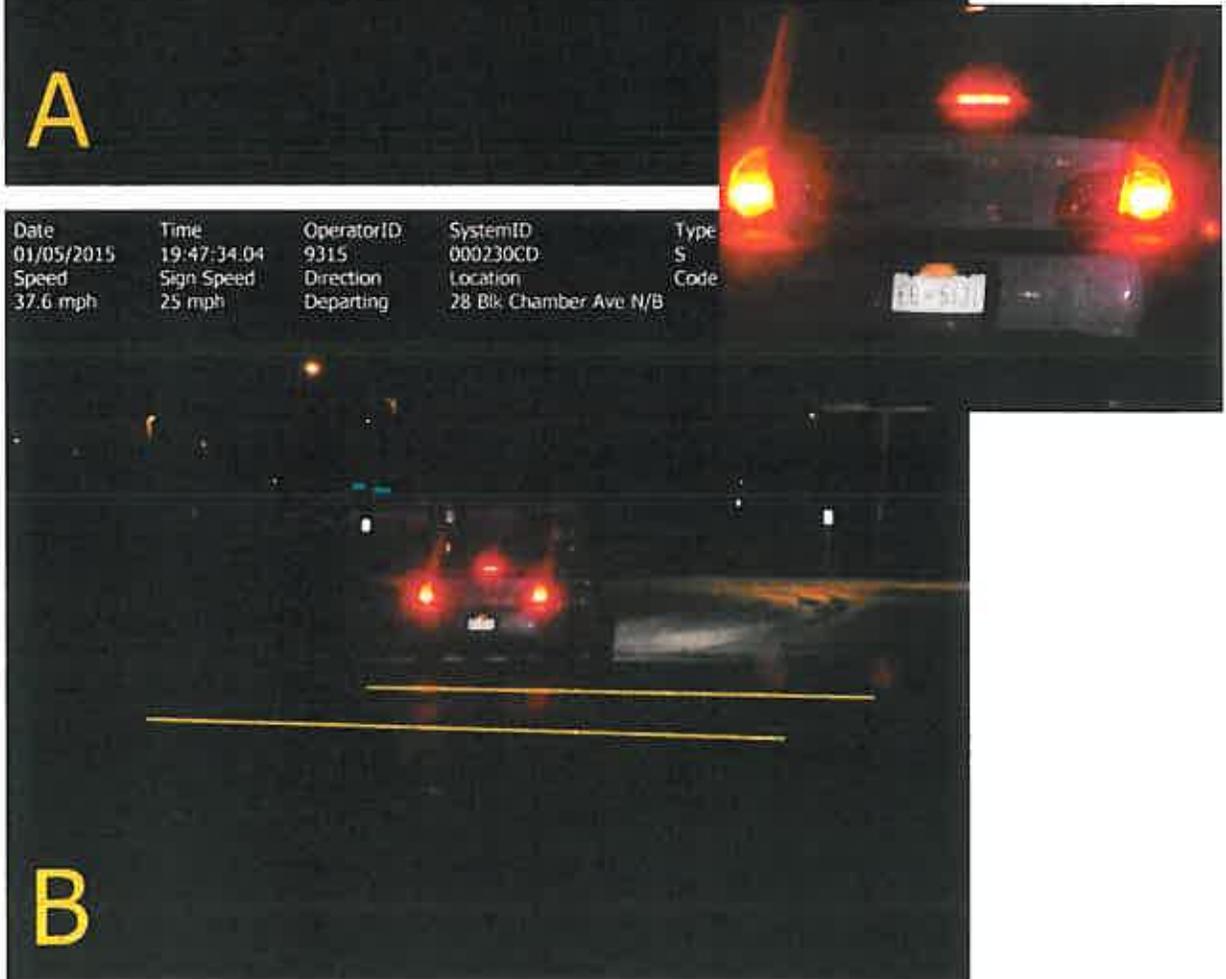
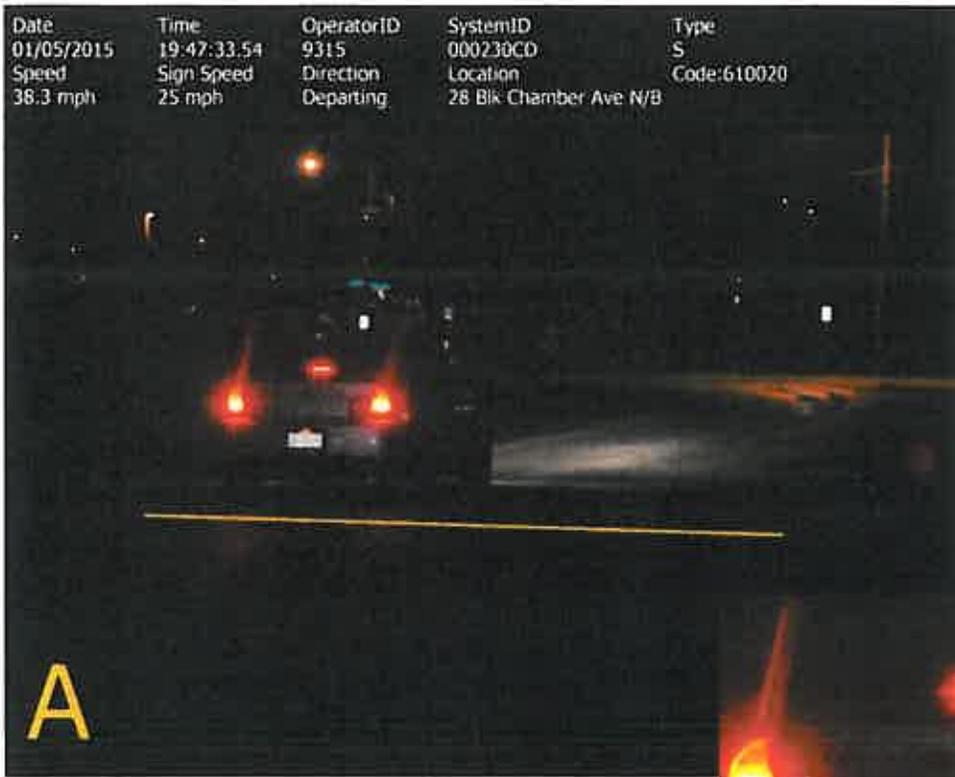
*Nighttime – Fair Weather*



*Nighttime – Rain*



*Nighttime – Snow*



2. All camera system component operations shall be synchronized to a single, standard, independent, external and verifiable time and date source.

All components in Brekford's P2S speed monitoring system are connected and synchronized to a central controller (NTP Server). The time and date are synchronized and verified every five minutes.

3. The system must imprint violation information on the image at the point-of-capture. Information specific to the violation must include, but are not limited to: location, date, vehicle speed, and elapse time between images.

Brekford's P2S speed monitoring system processes all violations at the point of capture. Processing includes a data bar, containing all the violation information, immediately embedded on the image. As required by law, two images of each violation are captured. The time difference between capture of the two images is set at exactly 0.5 seconds, which is reflected in the data bar of each image. The data bar consists of all of the fields illustrated and described below.

1	3	5	7	9
Date 12/23/2015	Time 08:31:40.21	OperatorID 4162	SystemID 00022C49	Type S
2	4	6	8	10
Speed 47.2 mph	Sign Speed 30 mph	Direction Departing	Location 8000 Blk Cherry Ln E/B	Code:200010

- 1) Date: Date of violation
- 2) Speed: Speed of the photographed violating vehicle
- 3) Time: Time of violation
- 4) Sign Speed: Posted speed limit where violation occurred
- 5) Operator ID: Operator ID indicating which officer verified and placed system into enforcement
- 6) Direction: Direction of travel in relation to the system
- 7) SystemID: RADAR serial number
- 8) Location: Location of violation (street and block number)
- 9) Type: Type of infraction (S-speed)
- 10) Code: Unique identifier for location

4. The camera system shall be modular in construction to facilitate rapid installation and maintenance.

Brekford's P2S speed monitoring system is compact, modular, and self-sustaining with no reliance on external wired connections – a true “off the grid” solution. Full installation and configuration requires less than one hour. Onsite routine maintenance typically takes less than five minutes, as any component can be swapped out in a matter of seconds. Nearly all regular maintenance and monitoring functions for the P2S can be managed remotely in real time via Brekford's proprietary system dashboard. Extremely low power consumption coupled with a

high capacity battery enables the system to operate completely unattended for approximately two weeks. In certain cases where locations are conducive, at no additional cost, we provide a solar panel with the system which will power the battery continuously and require no periodic swapping. Brekford offers full regular maintenance and support of all systems, including relocations, as part of our turnkey service. However, we can also train client's technical staff to perform the same functions if internal system oversight is desired.

Ground Based (fully portable)



Pole Mounted (fully portable)



5. The camera system shall generate secure violation evidence that can be communicated and processed using vendor supplies or operated photo enforcement processing systems.

Brekford's P2S speed monitoring system generates a highly secure violation package after each violation is captured. The package is encrypted with Brekford's proprietary format. In order to read or view the violation package, the user must have authorized access to Brekford's P2S camera management dashboard or Brekford's iP360° citation processing software.

The violation package contains recorded violation evidence including:

- i. Image A: The first image captured of the violating vehicle
  - ii. Image B: The second image captured precisely 0.5 seconds after image "A"
  - iii. Violation Video: Highly detailed video at 50/60 frames per second with 720p/1080p resolution. Video is recorded for five seconds capturing periods before, during, and after the actual violation
  - iv. Meta Data: Violation data:
    - a) All tracks for violation object
    - b) Time for each track
    - c) ID for each track
    - d) Size of the object
    - e) XVelocity
    - f) XDistance
    - g) YVelocity
    - h) YDistance
6. The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations and consecutive violations. The vendor shall specify the number of simultaneous and consecutive violations the proposed system can provide.

Brekford's P2S speed monitoring system is capable of enforcing up to 5 lanes of traffic. Flexible configuration enables the operator to identify specific lanes to be enforced. The system is capable of capturing up to 5 violations per second.

7. Camera system shall be capable of accurately measuring speeds, detecting speed limit violations and photographing the incident.

Brekford's P2S speed monitoring system employs state-of-the-art tracking radar to detect speeds of up to 32 objects (vehicles) simultaneously. A full HD camera is utilized to capture incidents at up to 32MP resolution. These components are synchronized via Brekford's proprietary firmware and software. The system offers built-in triple redundancy:

- 1) Radars have two independent receive antennas, the values measured by both must perfectly match to enable a reported speed;

- 2) The speed is measured first by the Doppler shift and second by the range progress over time, the two measurements being independent and redundant;
- 3) Visual validation on the timestamped images provide a distance over time view.

8. The equipment shall be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across 4 lanes of moving traffic.

Our system is capable and is currently being used in a wide range of operating conditions including; heavy traffic volumes, adverse weather conditions, road surface and up to 5 lanes of moving traffic.

9. Night time vision must have a flash system or lighting beyond an ambient light at a location. The flash system or lighting must not solely rely on an ambient light.

The P2S is equipped with a Nikon SB-700 AF Speed Light Flash to provide additional lighting at the locations. The flash provides a perfect balance of exposure and performance without causing any driver distraction.

10. In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, leveling, etc.)

The P2S camera is fully automated. The camera contains a highly sensitive light detector which measures the light every 0.1 second and adjusts the camera settings based on the lighting, with no need for regular operator interaction.

11. The camera system shall be secure from vandalism or tampering.

In over five years of our housings being in the field, not one has been breached or vandalized to the point of requiring removal or replacement. The combination of our commercial grade metal housing, polycarbonate window, and security lock provide an extremely secure physical enclosure. The housing also has a powder coated finish which is graffiti resistant.

12. The camera system enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.

The system is fully accessible remotely through internet and wireless remote communication, and a majority of system maintenance can be done via remote access. Physical maintenance of the equipment is performed without creating a public safety hazard, with no lane closures or traffic interruption.

13. Vendor must provide a video component in conjunction with the digital camera system. The video must attach a verification video segment to each speed limit violation and each day's full

24 hours of video must be saved and be available to the County for viewing for up to ninety (90) days.

A video camera, 50/60 frames per second with 7020p/ 1080P quality, is included in the system. The system records 24/7 and stores over ninety (90) days of video (storage capacity is 512 GB internal SSD and 3TB USB 3.0 External HDD). When a violation occurs, a video segment, for verification, is linked to the time stamped images. Video length is configurable to client's requirements.

14. Proposer shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. Explain what program or system the firm uses to confirm the ongoing accuracy of the speed measurements.

Brekford's automated enforcement system uses RADAR to measure vehicles speed. The radar provides a double redundant speed measurement using two or more receive antennas (1st level of redundancy), direct Doppler measurement and range rate measurement (2nd level of redundancy). This does not only make the speed measurement very precise but also allows built-in verification of every single measured speed value. Secondly the speed is measured by the range progress over time, the two measurements being independent and redundant.

The RADAR used in our automated speed enforcement system has been tested and certified by *The Swiss Federal Institute of Metrology METAS*. The statistical information is provided in the report from *The Swiss Federal Institute of Metrology METAS*, which is available upon request.

To validate the ongoing accuracy of the speed measurement device Brekford uses an independent third party calibration laboratory. The independent third party calibration laboratory test each RADAR(s) accuracy and provides a Certificate of Calibration (example below) which is recognized in any court proceeding.

Certificate of Calibration



**RADAR LAB OF MARYLAND**  
318 St. Patrick Road  
Baltimore, MD 21206 • (410) 661-9391  
accounts@radarlabofmd.com • <http://radarlabofmaryland.com>

**Certificate of Calibration**      Expiration: 01/05/2017

Manufacturer: Smartmicro	Model: UMRR0A0303	Serial Number: 0x000230B5
--------------------------	-------------------	---------------------------

I hereby certify under penalty of perjury the following Speed Measuring Radar Device has been checked for accuracy and correctness of operation under my supervision. This Speed Measuring Radar Device is certified accurately within +/-1 mph (+/-2 kph) in stationary mode and/or +/-1 mph (+/-2 kph) in moving mode, using equipment with accuracy traceable to National Institute of Standards and Technology.

The Transmitter of this device has been tested and found to be within specified range for Radar Devices as established by the Federal Communications Commission.

Microwave Frequency in measured: 24.15 GHz

01/05/2016      Technician Signature: *[Signature]*  
Date      Technician Signature/NARTE Certification No. EI-03190

IN WITNESS HEREOF, I have set my hand and seal this 5<sup>th</sup> day of January, 2016. My commission expires 01/05/2016

*[Signature]*  
Notary Public

15. All ASE field equipment shall be installed in the County's rights-of-ways with no encroachments onto private property.

Brekford will ensure, using plat maps and land surveys, that all equipment is installed within the County's right-of-way.

16. The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.

The position and speed measurement is extremely precise and exceeds IACP standards with a certified speed accuracy of +/- 1 mph per hour.

17. Camera Unit Housing:
- a) Sealed to be weather, dust, water, and spray resistant
  - b) Securely lockable

- c) Vandal and tamperproof
- d) All glass openings must be bullet resistant

#### **Housing**

The P2S enclosure uses T-304L Stainless Steel and 5052 Aircraft Grade Aluminum. It has a powder coated finish which provides a superior scratch, stain, and graffiti resistance. The housing complies with IP64 standards being totally protected against dust and water sprayed from all directions.

#### Housing notable features

- High strength with low weight enclosure
- Resistance to corrosion
- Prevention of product contamination
- Resistance to oxidation
- Beauty of appearance
- Ease of cleaning

#### **Locking Mechanism**

High security cam locks protect the systems from being accessed. These high security cam locks are recognized throughout the world as the standard for protection. The locks utilize hardened, stainless steel inserts throughout the cylinder to provide the ultimate defense against drilling, pulling, and other forms of vandal attacks. Also the locks have patented key control programs which prevents the unauthorized duplication of keys and maintains system integrity.

#### **Windows and opening**

A clear thermoplastic polycarbonate polymer is used for all windows and opening on the housing. The thermoplastic polycarbonate polymer has a high impact-resistance, and is usable in a wide temperature range. The main advantage of polycarbonate over other types of plastic is unbeatable strength combined with its light weight. The polycarbonate window is bullet-resistant; the material is sometimes used in the windows inside of banks.

D. EXECUTED FORMS

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the President and the authorized representative of the firm  
Title  
of Brekford Corp.  
Name of Corporation  
whose address is 7020 Dorsey Road, Bldg. C Hanover MD 21076

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.  
2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any.  
None

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

  
SIGNATURE

1/11/2016  
DATE



**LIMITS OF INSURANCE**

A. The Contractor shall not commence work under this agreement until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland and shall name the Board of County Commissioners of Calvert County as an additional insured. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Board of County Commissioners of Calvert County as an additional insured.

B. Additional Insured

1. The following shall be Additional Insured's: Board of County Commissioners of Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

C. Commercial General Liability Insurance

During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Independent Contractor's Coverage;
3. Broad Form General Liability Extensions or equivalent; and
4. Per contract aggregate.

D. Professional Liability

During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

E. Automobile Liability Insurance

During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

F. Workers Compensation

During the life of this agreement the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor must show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

G. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to the County. Insurance companies providing insurance must be acceptable to the County. Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **It shall be the Contractor's responsibility to make immediate notification to the County if any changes are made to the policy.** The Board of County Commissioners of Calvert County shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland  
Attention: Purchasing Office  
Courthouse, 175 Main Street  
Prince Frederick, Maryland 20678

The certificate shall also indicate the contract name and number.

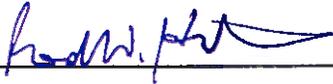
Contractor's Signature   
Printed Name of Contractor Rodney Hillman  
Insurance Provider Schoenfeld Ins. Assoc., Inc. (Insurance Coverage: The Hartford)  
Address 6225 Smith Ave  
Baltimore, MD 21209  
Provider Phone Number 410-602-1090  
Date of Insurance 9/26/2015

**NON-DISCRIMINATION IN EMPLOYMENT**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contract, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each Sub-Contractor or vendor.

Contractor's Signature



---

Printed Name of Contractor

Rodney Hillman

Bidder's Legal Business Name

Brekford Corp.

Address

7020 Dorsey Road, Bldg C

Hanover, MD 21076

Phone Number

443-557-0200

Date

1/11/2016

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following Addenda to the Request for Proposal for the above-identified Contract and that this proposal was prepared in accordance with said Addenda. Addenda become part of this Request for Proposal. Failure to acknowledge any addenda shall not relieve the Contractor of compliance with the terms thereof. The Board of County Commissioners of Calvert County assumes no responsibility for oral instructions.

**Addendum Number**

**Date of Addendum**

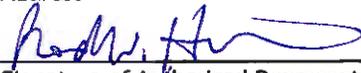
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\_\_\_\_\_  
\_\_\_\_\_

Brekford Corp.  
Bidder's Legal Business Name

7020 Dorsey Road, Bldg C  
Address

Hanover, MD 21076  
Address

  
Signature of Authorized Representative

1/11/2016  
Date

443-557-0200  
Phone Number

443-557-0201  
Fax Number

## E. PROJECT SCHEDULE

Brekford takes pride in our rapid implementation process, facilitated by easily deployed equipment and configurable web-based software. Given full focus and access to client decision makers, we are prepared to begin issuing citations for the County within 30 days of notice to proceed.

### Project Plan Overview

Day	# Days	Activity/Milestone	Participants
Day 1	1	Notice to Proceed	All
Day 2	1	Program Meeting- Discuss Program, Software, Process, and Program Safety Plan & Business Rules	All
Day 2	1	Order all cameras, electronic equipment and supplies	Brekford
Day 3	1	Engineering Meeting - Discuss site locations, vehicle and deployment, & Intersection Signal Compliance requirements	Engineering Team and County Engineer
Day 4	2	Finalize Site Locations & Program Safety Plan	Program Manager and County
<b>Engineering Project Delivery</b>			
Day 3	10-15	Procure Equipment	Procurement
Day 3	7-10	Perform Site Surveys and Site Evaluations	Engineers
Day 10	2	Structural Engineer and Construction Drawings	Engineers & Construction Manager
Day 3	5-10	Procure Bases and Poles (if applicable)	Procurement
Day 14	5	Complete Construction and Installation of Equipment	Engineers & Construction Manager, and Construction Contractors
Day 20	1	End-End equipment Testing	Engineers
Day 30	2-3	Turn on all cameras for enforcement or warnings	Engineers, Program Manager & County

Day	# Days	Activity/Milestone	Participants
<b>Back Office Operations</b>			
Day 2	14	iP360 Setup - MVA/NLETS, payment processing, notices, reporting module	IT
Day 16	1	Setup Cashiering and lockbox & customer service call-center equipment	Operation Manager
Day 18	7	Develop, modify and test website (web payments)	QA and IT
Day 14	14	Train employees, operators, County and court personnel	Subcontractor
Day 25	5	Citation processing and all other operations setup completed and approved by the County for 'live' issuance.	ALL
Day 30	1	Begin Issuing Citations	ALL
Week #3	1	Meet with courts for operational meeting and calendar programming	Brekford, County Sheriff and Court

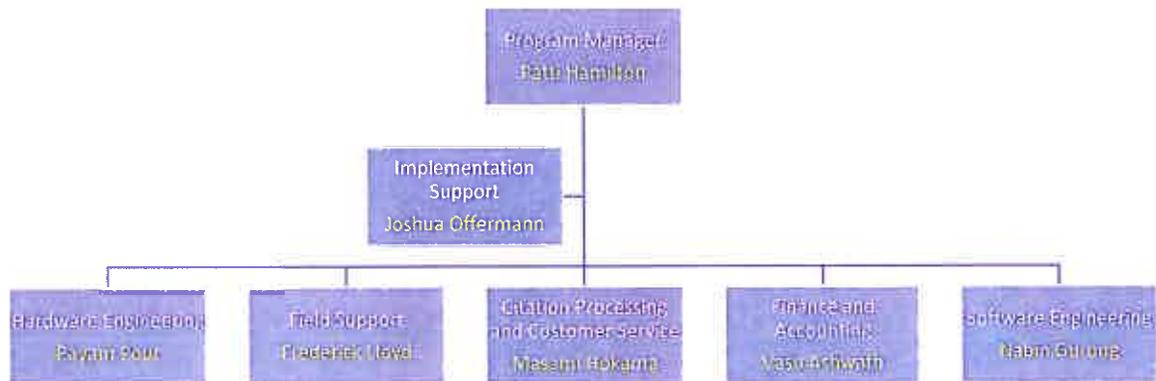
We can accomplish this extremely short timeframe for full installation due to our system's capability to use any existing pole and for our use of optional **solar power**. It is important to keep in mind that there are major factors affecting most vendors' ability to move rapidly toward full implementation.

## F. ORGANIZATIONS AND PRIME CONTRACTORS

Organization/Prime Contractor's	Responsibilities
<p><b>Brekford Corp</b>  <b>(Hanover, MD)</b></p>	<ul style="list-style-type: none"> <li>• Program Management</li> <li>• Supply, deploy and maintain ASE Equipment</li> <li>• Review and process violation images</li> <li>• MVA and NLETS owner information acquisition</li> <li>• MVA Flagging</li> <li>• Supply and support web-based ticket management system</li> <li>• Customer Service Call Center</li> <li>• Correspondence management</li> <li>• Payment reconciliations</li> <li>• Court assistance</li> <li>• Invoicing</li> <li>• Public awareness campaign assistance</li> <li>• Credit Card Payment Processing</li> </ul>
<p><b>Heartland</b>  <b>(Baltimore, MD)</b>  <b>Direct Mail Processors</b>  <b>(Hagerstown, MD)</b>  <b>ACE Printing &amp; Maryland</b>  <b>(Berlin, MD)</b></p>	<ul style="list-style-type: none"> <li>• Mail-in Payment Processing</li> <li>• Correspondence scanning</li> <li>• Printing and Mailing</li> </ul>

## G. KEY PERSONNEL – BIOS AND RESUMES

### Program Manager and Support Staff



Brekford is organized on a functional basis to provide key expertise and leadership within each of our major areas of operation. For each of our ATSE programs, we identify a specific program manager by name along with key individuals from each functional area to provide direct support to the program manager. These individuals have ultimate accountability to the program manager in relation to the specific programs to which they are assigned.

Calvert County's program will be managed by Patti Hamilton, a 15-year veteran of the industry. She will be the primary contact for all aspects of the program, including implementation, engineering, field support, citation processing, customer service, and accounting. Ms. Hamilton will have full authority on behalf of Brekford for all decisions related to program implementation and support. Below is Ms. Hamilton's contact information:

Patti Hamilton, Program Manager – Automated Traffic Safety Enforcement Solutions  
Office: 443-557-0200; Cell: 240-205-0776; Fax: 443-557-0201  
Email: [pHamilton@brekford.com](mailto:pHamilton@brekford.com)

Although we prefer to designate a single point of contact for simplicity and accountability, we offer direct access as requested by our clients to program support personnel as well as management personnel, including our officers.

Issue escalation above the program manager, although rarely required, will involve the following management personnel:

- Director of Operations – Brad Schaeffer
- Managing Director of ATSE Solutions – Maurice Nelson
- Chief Technology Officer – Scott Rutherford
- President and Chief Operating Officer – Rod Hillman
- Chief Executive Officer – C.B. Brechin

## Program Management Team Bios

### **Patti Hamilton**

Ms. Hamilton manages several of Brekford's ATSE programs. She has extensive experience in both implementation and ongoing program oversight and is able to draw upon internal resources, both technical and administrative, to accomplish complete client satisfaction. She has over 15 years' experience in training, implementing, supervising, and managing citation processing and permit management back-office operations, vendors, and customer service centers for City, County and State Highway Administration programs.

### **Joshua Offermann**

Mr. Offermann will provide implementation support to ensure a smooth startup of the program, once contract negotiations are completed. Mr. Offermann is an accomplished public safety technology analyst with expertise in identifying and implementing technology solutions to solve public safety needs and concerns. Prior to joining Brekford he held supervisory security and technology positions at the University of Baltimore Technology Group and University of Baltimore Police Department.

### **Payam Pour**

Mr. Pour will be the hardware engineering contact for the program. He is responsible for development and ongoing maintenance oversight of our speed monitoring systems and reports directly to our Chief Technology Officer, Scott Rutherford. He has a diverse background as a systems engineer and database manager, with concentrations in both Applied Science Information Technology and Biomedical Engineering.

### **Frederick Lloyd**

Mr. Lloyd is Brekford's field support manager. He will be responsible for direct oversight, configuration, and support of all camera systems for the program. He has more than 10 years experience as a field technician and has worked in the industry with both Brekford and other companies since 2007.

### **Masami Hokama**

Ms. Hokama manages Brekford's citation processing and customer service department. She will be the main contact for implementation of business rules pertaining to violation processing, mailing, quality assurance, collections, customer service, and adjudication support. She has more than 20 years experience in customer service and document processing operations.

### **Vasu Ashwath**

Ms. Ashwath will be the accounting contact for the program. She currently serves as Brekford's assistant controller, with over five years of experience in corporate and client accounting, banking, financial management, and general ledger. Responsibilities have included overall management of all aspects of accounting, supervision of employees, preparation of financial reporting and analysis, financial audits, invoicing, electronic payments and customer service.

### **Nabin Gurung**

Mr. Gurung is the software engineering contact for this projects. He is responsible for oversight of Brekford's back-office iP360 Citation Management System and manages all aspects of configuration

specific to our clients. Mr. Gurung has an in-depth knowledge of .NET development, encompassing analysis, design, development, and execution of business applications.

## Brekford Management Team Bios

### **Brad Schaeffer, Director of ATSE Operations**

Mr. Schaeffer has been with Brekford since 2012 as Director of Automated Traffic Safety Enforcement Operations. He oversees all aspects of ATSE program implementation and operations including field support, citation processing, customer service, collections, and adjudication support. Mr. Schaeffer has personally managed multiple speed enforcement programs and he was instrumental in implementing one of the largest, and currently most successful ATSE programs in Mexico.

### **Maurice Nelson, Managing Director of ATSE Solutions**

Mr. Nelson has been with Brekford since 2009 as the Managing Director of Automated Traffic Safety Enforcement Solutions. He was instrumental in introducing the Company to the ATSE industry in 2010, and is responsible for the initial development of our ATSE infrastructure. He possesses 17 years of experience in managing photo enforcement programs, both in the public and private sectors. Before joining Brekford, Mr. Nelson implemented Maryland's first speed camera program in Montgomery County where he served as Director of Automated Traffic Enforcement. Prior to that, he implemented the first speed camera program on the East Coast in Washington D.C. and participated in the development of Maryland's enabling legislation for speed camera programs.

### **Scott Rutherford, CTO**

Mr. Rutherford co-founded the Company in 1997. He is a member of our Board of Directors and has served as Chief Technology Officer since 2008. Mr. Rutherford oversees all of our proprietary technology research and development. He is the key architect of our next generation tracking radar speed and red light photo enforcement systems, and specializes in creating sustainable solutions to customers' unique challenges.

### **Rod Hillman, President and COO**

Mr. Hillman has been with Brekford since 2012 and has served as President and Chief Operating Officer since 2013. He is responsible for day-to-day oversight of all Company operations. Utilizing his background of more than twenty-five years of management in various disciplines (finance, capital markets, business reorganization, product development, logistics, and information technology), Mr. Hillman has positioned the Company for international expansion and sustainable long-term growth.

### **C.B. Brechin, CEO**

Mr. Brechin co-founded the Company in 1997. He is a member of our Board of Directors and has served as Chief Executive Officer since 2008. Mr. Brechin directly engages customers and shareholders to ensure that Brekford is meeting commitments and achieving long-term goals. With an educational background in information technology, he is the key architect of our communications, security, and iP360 Citation Management software.

## H. OTHER PERSONNEL

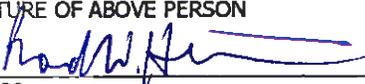
At this time we do not anticipate the need for other personnel to complete this project. Per the RFP requirements, if other personnel are required in the future, we will provide full details and resume to the County for approval.

I. BREKFORD SDAT LEGAL NAME AND ADDRESS

**NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS**

**The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT), for the State of Maryland, must be used on all forms within the bid document.** A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The bidder's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor/Contractor.

BIDDER'S LEGAL BUSINESS NAME Brekford Corp.	TELEPHONE NUMBER 443-557-0200
PRINCIPAL OFFICE ADDRESS 7020 Dorsey Road, Bldg. C Hanover, MD 21076	FAX NUMBER 443-557-0201
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS RHillman@brekford.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Rodney Hillman, President	
SIGNATURE OF ABOVE PERSON 	DATE 1/11/2016
WITNESS 	DATE 1/11/2016

## J. SIMILAR PROJECT EXPERIENCE

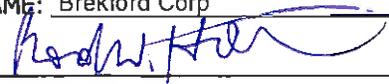
### **REFERENCES**

List at least three (3) business references for whom your company has provided the service as outlined in this Invitation to Bid during the past year. References must be companies served for at least a two-year period. The County reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this Invitation to Bid. The County reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Town of Landover Hills, Maryland  
Address: 6904 Taylor St  
Landover Hills, MD 20784  
Contact Person: Chief Norris Telephone: 301-773-6401
2. Company: The City of Salisbury, Maryland  
Address: 699 W Salisbury Pkwy  
Salisbury, MD 21801  
Contact Person: Major Kolb Telephone: 410-713-5099
3. Company: The City of Hagerstown, Maryland  
Address: 50 N Burhans Blvd  
Hagerstown, MD 21740  
Contact Person: Lt. Woodring Telephone: 301-573-2023

Specify the number of years your company has been in continuous business providing services and/or products as required in this Invitation to Bid (must be at least five [5] years under the same company name and ownership). 5 years

BIDDER'S LEGAL BUSINESS NAME: Brekford Corp DATE: 12/28/2015

AUTHORIZED SIGNATURE: 

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
Town of Landover Hills Police Department	Automated Speed Camera Program (2010-Present)	Up to 5 speed camera systems	\$750,000.00 annually	Chief H. Norris Chiefhpd3160@hotmail.com 301-773-6400

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the Town. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

Since this was a new program, Brekford had to work very closely with the Town. Brekford had to provide a high level of guidance in addition to the necessary functions in order for the program to be successful.

### Successes

Brekford was touted by the local paper for providing services that exceeded the town's expectation. Brekford also funded under its contract, a six-month evaluation of programs effectiveness. The result of this evaluation, done by third-party engineer, validated the changes in driving behavior desired by the town.



**Landover Hills Police Department**  
**6904 Taylor Street**  
**Landover Hills, Maryland 20784**  
**301-773-6400 Fax: 301-341-9886**



January 7, 2016

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 20107

Re: Brekford's Automated Traffic Division

In a continued effort to make the Town of Landover Hills Speed Enforcement Public Safety Program a value to the community, Brekford Corporation, has provided excellent service to our agency. They continually provide and maintain the safety equipment, back office program support, finance management, and give professional advice to our department.

It has been a pleasure to work with Brekford and their committed personnel. Through my experience with working with Brekford Corporation, I am proud to recommend them as a Public Safety provider.

Sincerely,

A handwritten signature in cursive script that reads "Col Henry Norris".

Colonel Henry Norris  
Chief of Police  
Landover Hills Police Department

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
City of Salisbury, MD	Automated Speed Camera Program (2011-Present)	Up to 10 speed camera systems	\$2,000,000 annually	Major Scott Kolb  Skolb@ salisbury.md.gov  410-713-5099

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the City. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

When The *Salisbury Automated Speed Enforcement Program* was being implemented, it was the largest program of its size on the Eastern Shore. Due to the size of the automated speed enforcement a lot of prejudice was cast on the program, its common functions and purpose.

### Successes

Successful implementation of the city's program included; public awareness, public support, Implementation and Training the District Court, and dramatic decrease in speeders and accidents.

12/28/2015

Major Scott Kolb  
The City of Salisbury Police Department  
699 W Salisbury Pkwy,  
Salisbury, MD 21801

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 2107

**Brekford's Automated Traffic Division;**

It is my great pleasure to write this letter in support of Brekford Automated Enforcement Program.

I am the Automated Enforcement Program Administrator for the City of Salisbury. Brekford has worked very close with myself, the Police Department and City to go above call of duty and delivery outstanding service. In addition their equipment, ticket management application and program support have exceed all expectations.

Based on my observation and experience, I strongly recommend Brekford Corp as your Automated Enforcement vendor. Please do not hesitate to contact me for more information.

Sincerely,



Major Scott Kolb

The City of Salisbury Police Department

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
City of Hagerstown, MD	Automated Speed Camera Program (2012-Present)	Up to 20 systems	\$1,500,000 annually	Lt. Chad Woodring CWoodring@hagerstownpd.org 301-5732023

**Project Scope**

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the City. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

**Challenges**

This pivotal Maryland City became one of the first programs in western Maryland. Given the culture of the area, it was expected that public acceptance would be a challenge in this contract. Also by a very slim margin of acceptance by the city Council, and a very conservative police chief; Brekford had to gain political and departmental acceptance.

To top it off, at the time, a number of very negative connotations had been attributed to automated traffic enforcement due to various other contractors providing subpar and potentially un-ethical practices.

**Successes**

Although challenges arose early on, there has been a slew of positive press and public endorsements from this program. Although some of the city had its doubts about Brekford the city has been encouraged by the Brekford services, dedication to the program, and our cutting-edge technology.



**CITY OF HAGERSTOWN  
MARYLAND**

DEPARTMENT OF POLICE  
511 N. Business Blvd

21740-4696

Non-Emergency 301-790-3700  
Emergency 301-733-6000  
Fax 301-733-5513

1/6/2016

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 20107

Brekford's Automated Traffic Division:

As the City of Hagerstown Automated Enforcement Program Ombudsman, I have had the opportunity to work with Brekford's Automated Enforcement Program for the past several years. During that time, I have personally worked with Brekford in regards to our Safe Speeds for Students Program. The program has been overwhelmingly successful in reducing speeds in our school zones, thus helping to insure the safety of our students.

We appreciate Brekford's commitment, support, and willingness to stand behind us and their Automated Enforcement product and services.

Based on my observation and experience, I strongly recommend Brekford Corp as your Automated Enforcement vendor. Please do not hesitate to contact me for more information.

Respectfully,

Lt. Chad Woodring  
Hagerstown Police Department  
Special Operations Division  
301-790-3700 ext. 250  
cwoodring@hagerstownpd.org



A Nationally Accredited Law Enforcement Agency

## K. WORK FOR OTHER CLIENTS

We have no work for other clients that will be affected by this program, nor do we have any conflicts with work for other clients that would affect the prompt implementation and ongoing support for this program.

## L. PROPOSED WORK PROGRAM AND TIMELINE

See section “E. Project Schedule”.

## M. FINANCIAL STABILITY

Brekford is a solvent company that has been in business for nineteen (19) years. We are a publicly traded company (OCTQX: BFDI) with the financial backing of Rosenthal & Rosenthal (credit line) and Gemini Strategies (equity line). We have full capacity to fully fund the implementation and maintenance of the County's ASE program, with no cost to the County. Brekford has successfully implemented multi-million dollar projects in the public safety sector for nearly two decades. With annual revenues of approximately \$20 million and clients that include some of the largest local and federal agencies in the Mid-Atlantic, as well as international operations based in Saltillo, Mexico, we are more than capable to implement a program of this size.

Our fully audited financial statements, along with various public financial submissions, are available via the SEC website at [www.sec.gov](http://www.sec.gov).

## N. OTHER RELEVANT CRITERIA

As a Maryland company serving clients in Maryland two decades, Brekford believes we offer a superior solution with the added value of local support. Not only do we have years of experience in providing successful automated speed enforcement systems right here in Maryland, our foundation as a public safety service provider means that we have an inherent understanding of the challenges faced by our clients relative to systems, processes, procedures, and public education and awareness.

## O. PROPRIETARY INFORMATION – NOT FOR DISCLOSURE

This proposal does not contain any confidential or proprietary information that may not be disclosed by Calvert County, upon request.

## APPENDIX A: BREKFORD SPEED MONITORING SYSTEM

### ASE Equipment

Brekford's automated speed enforcement system (P2S) is proprietary to Brekford Corp. The systems were developed and are assembled in Maryland. The system uses Radar for object detection, a high quality and super light sensitive camera to capture still images, a wide dynamic range video and high performance processor.

#### ***Detection***

At the heart of the multifunctional speed camera system is our state of the art multi-target radar. These traffic radars determine position, speed vector and lane index of multiple traffic objects (up-to 32 simultaneously) even in complex situations. All kind of objects (cars, trucks, motorcycles and pedestrians) can be detected, tracked and classified by the radar. Both moving and stopped traffic is detected in both directions (arriving and or departing). The radar sensor has a range up to 400 feet and a field of view of 35° wide covering traffic up to five lanes.

The position and speed measurement is extremely precise and exceeds IACP standards with a certified speed accuracy of +/- 1 km per hour. The RADAR is certificated by METAS, (Swiss Federal Institute of Metrology for detection and speed accuracy).

Built-in redundancy is another advantage; the speed is measured firstly by the Doppler shift and secondly by the range progress over time, the two measurements being independent and redundant.

#### ***Camera***

Our P2S system uses a 16.2 MP CMOS FX Digital SLR with Full 1080p HD. The cameras innovative EXPEED 4 image processing provides flawless detail retention and beautiful noise-free images from ISO 100 to ISO 12,800. The camera's level of detail and sharpness, the wide dynamic range and rich tonality in nearly any light is simply staggering. With the camera's razor-sharp autofocus, super-fast frame rates and image processing we are able to provide smaller file formats, and excellent energy efficiency. Our proposed systems exceed all requirements and expectations, as they will provide the County with highly usable photo evidence.

#### ***Video***

The video camera delivers smooth and highly detailed video at 50/60 frames per second, helping to identify incidents in fast-paced environments. The video camera is equipped with a 1/2" sensor, delivering the very best video 1080P quality in the industry. The Wide Dynamic Range – Forensic Capture optimizes the video, highlighting details ensuring the video evidence is clear in all weather conditions. The camera also utilizes electronic image stabilization which improves video quality if the system in conditions of severe external vibrations.

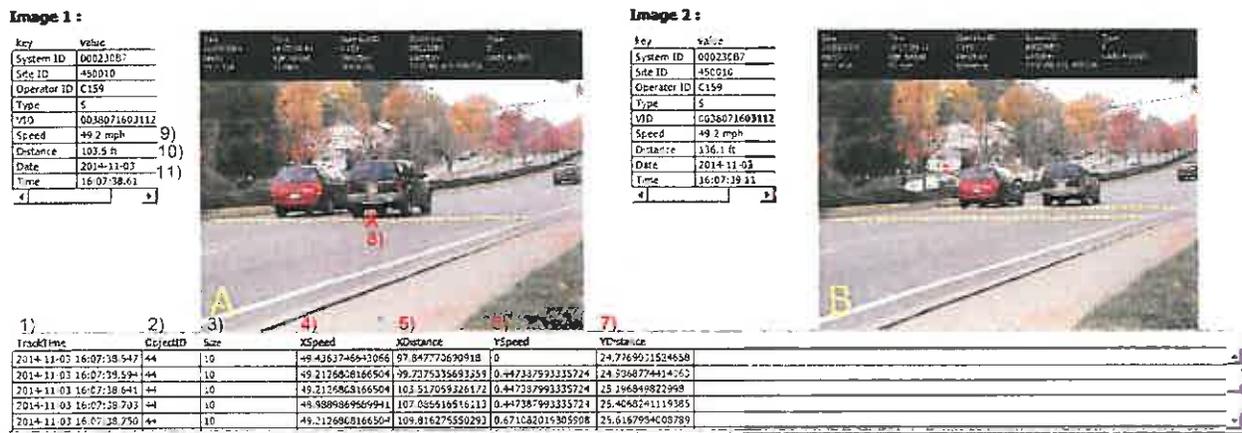
**How It Works**

The radar is continuously tracking objects as they pass through the radar beam. The radar begins detecting the object approx. 25 ft from the radar. Each object detected will be given its own identification number and a radar track will be recorded every 0.05 second (Figure – Violation Viewer). When the system detects a vehicle exceeding the enforcement speed, the controller commands the camera to trigger at a predefined distance to capture the first image (a red X will be placed behind the violating vehicle); the camera will trigger automatically 0.5 second after the first trigger in order to capture the second image.

With a high performance 4<sup>th</sup> Gen I5 Intel Core processor the captured images will be combined with the meta-data and then processed to generate a data bar (Figure – Data Bar) and final violation package.

*Note - The metadata includes: Tracktime, Object ID, Size, XSpeed, XDistance, YSpeed, and Y Distance*

**Figure – Violation Viewer**



**Figure - Violation Viewer Key**

1) Track –Date & Time RADAR track received	5) XDistance – Object XDistance* from RADAR	9) Speed – Speed when violator photographed
2) Object ID – RADAR object unique identifier	6) YSpeed – Object movement between lanes	10) Distance – XDistance* when violator photographed
3) Size – Object length (meters)	7) YDistance – Object YDistance* from RADAR	11) Date & Time – Date & Time when violator photographed

**Figure – Data Bar**

Date	Time	OperatorID	SystemID	Type
12/22/2015	11:05:08.47	C159	000230B8	S
Speed	Sign Speed	Direction	Location	Code:450010
47.9 mph	35 mph	Departing	7100 Blk MD 450 E/B	

### 24 Hour Video Surveillance and Storage

The system is equipped with a one (1)-terabyte MSATA solid-state hard drive. All violations are saved on the MSATA hard-drive in two locations; one for active data and one for data redundancy and archive data. The system is also equipped with a five-terabyte USB 3.0 ruggedized external hard drive back up which also stores over 90 days of surveillance video. The backed up file is housed in a secured separate compartment, accessible using a separate key from the cabinet housing’s key.

### Data Integrity

All recorded evidence is performed through automated processes. When a violation occurs, the images, video and metadata are saved in byte format, using proprietary Brekford algorithm, on the hard drive. The files cannot be viewed or read without the Brekford proprietary application; no files can be edited. The application is locked and only can be accessed by authorized personnel.

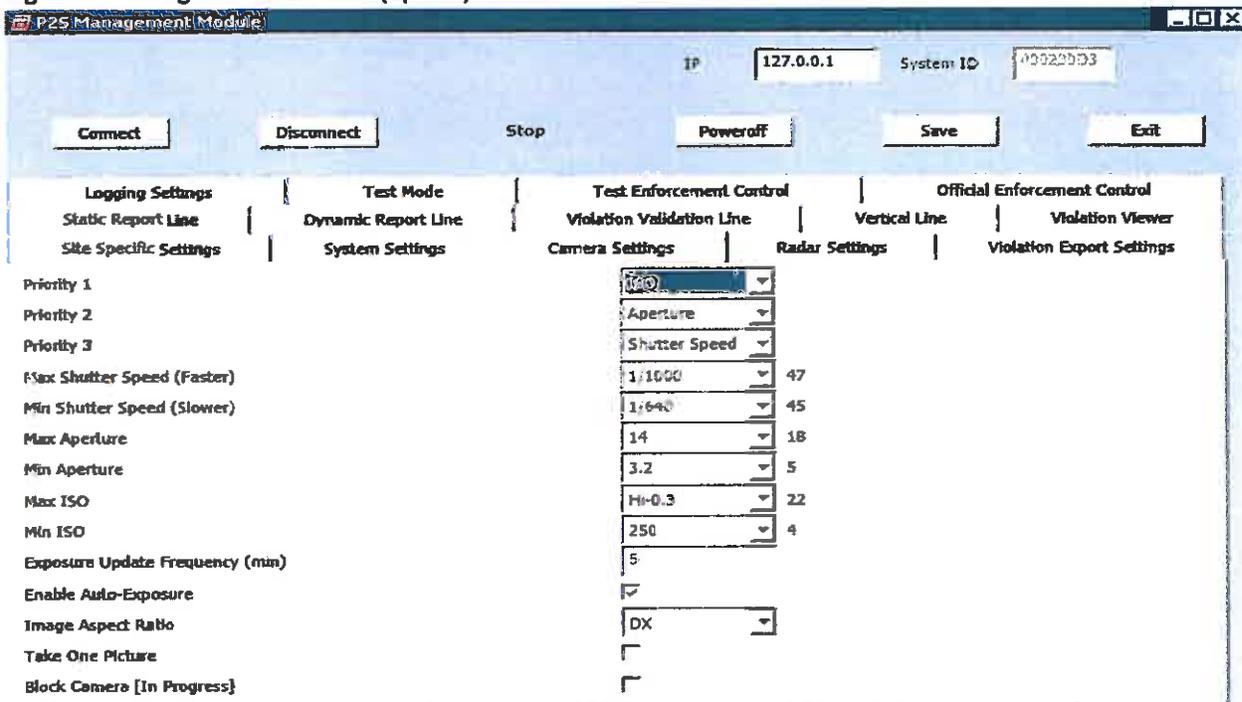
Figure – Management module login



### System Management Modules

Brekford’s proprietary software has a system management module allowing for easy camera set-up. The module also allows users to control settings and added functionalities like image overlays, system testing and simulation mode. In the management module users can also view violations, set-up continuous enforcement, and select from a vast selection of camera, radar, and system settings.

Figure – Management Module (Speed)



Capturing usable images during low-light/dark, sun-rise and sun-set can be extremely difficult. To accommodate for these difficult times of day and constant light change, our system uses a Solar Position

Table to automatically set the camera settings (ISO, Aperture and Shutter Speed) to the optimal settings and in turn produce usable images.

Furthermore, if the camera is placed directly facing into the sun during sun-set or sun-rise, typical camera settings will cause for photographs to be completely whited or blacked out. Our system comes with a feature to accommodate for the sun-rise/sun-set scenario and adjust for direct light conditions.

In low light and dark environments some of our competitor use a flash that will light up the whole sky and be very distractive to the violator and other drivers. Our system is equipped with a Speed-Light 700, which blips just enough light to optimize photos for clear and usable vehicle's plates and NOT cause distraction to the violator or other drivers.

In conclusion, Brekford took each lighting scenario into consideration, and has built the system to provide a client with the highest rate of usable images for enforcing on their roadways.

### ***Consecutive Violations***

A benefit to an automated speed enforcement system versus traditional enforcement is to perform a correctional action on ALL violators, versus traditional enforcement only being capable to perform correctional actions on a limited number of violators. With this in mind, the P2S system was built with the consideration of being able to capture violators in the scenario when two or more speed violations occurs at the same time. The P2S can capture a violation at 1/100th of a second after the prior violation validation image is captured. This superior capability of our automated enforcement system provides a solution for the County which will not only capture a maximum amount of violators, but also curve the driving behavior of a maximum amount of drivers.

### ***Speed System Capabilities***

Terrain, enforcement times, locations, user availability, environmental concerns and legal requirements are some of the constraints placed on the enforcement parameters of most programs. In addition, legislative governing the methods in which a program enforces may change – resulting in the potential future need for new equipment. Brekford has considered this and thus has designed our systems to have a vast array of capabilities to allow for a multiplicity of enforcement scenarios and be upgradable without much need for expensive equipment exchanges. Our current system provides the following capabilities in its current configuration but can be easily upgraded (at the request of the County) to accommodate other related enforcement functions. In the current configuration, Brekford's P2S provide:

- Central web-based application to manage camera setting, adjustments, location specifics, RADAR settings, and testing functions
- Photo-enhancer, to optimize photos for clear and usable vehicle's plates
- Remote access with 24/7 monitoring ability
- Time (synced with NTP server)
- Visual overlay identifying violating vehicle
- Able to enforce up to 5 lanes

- Simultaneous real-time tracking of up to 32 objects
- Full installation and enforcement ready in less than 2 hours
- ISO 9001:2008 and METAS (Swiss Federal Institute of Metrology) Certified
- Solar-power capable

***Traffic Counting and Classification Capabilities***

- Captures and records number of violations detected
- Captures and records number of vehicle passes (by lane)
- Captures and records traffic volume (per approach)
- Captures approach speed of all vehicles
  - Segments for time-of-day volumetric
  - Segments for day-of-week volumetric
  - Segments lane of travel volumetric
  - Performs average speed calculations
  - Performs vehicle classifications (cars, trucks, buses, etc.,)

***Housings***

Brekford has three housing options for unmanned cameras. The housing used will be based on the preference of the County. The two options consist of a pole-mounted and semi-portable housing solution. The County may select to be uniform or use a combination of the housing options throughout the County. In turn with the flexibility to use different housings, the County has flexibility in where and how they choose to enforce, and the options also makes it easier to stay within the County right-of-way.

**Pole-Mounted**

Brekford pole mounted housing solutions offer ruggedized, self-contained, solar and deployable enforcement cameras that:

- Requires no external power or special permits
- Easily removable and re-deployable
- Heavy duty construction grade to restrict unwanted access
- Limited weight and overall dimensions
- Resists spray paint and other forms of vandalism

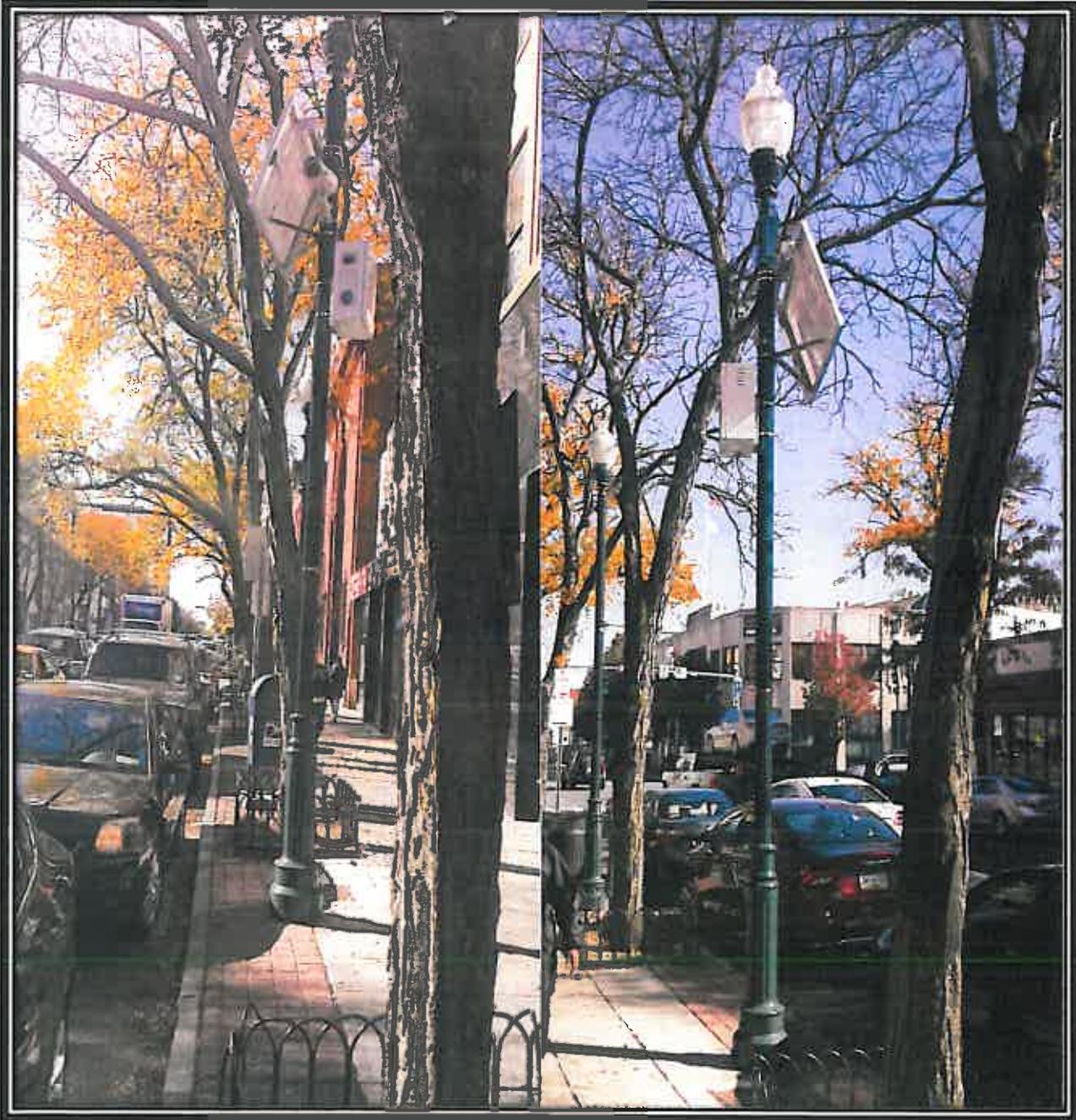
<b>Pole-Mount Specifications</b>	
<b>Housing Material</b>	Aircraft Grade Aluminum
<b>Dimension</b>	19 in. x 19 in. x 10 in
<b>Camera Window</b>	1/8 in. Makrolon MR2
<b>Power</b>	100 amp hour lithium ion battery
<b>Power Source</b>	140 Watt 21% efficiency solar panel (54 in. x 26 in.)

**Pole-Mounted**



Pole-Mounted

*Front and Back View*



**Semi-portable**

The Brekford Semi-Portable Traffic Safety Housing is a self-contained housing for RADAR speed enforcement. The housing is installed in a minimally intrusive manner. With a relatively small footprint, the housings are approximately the size and appearance of a public utility enclosure.

Comprised of aircraft grade aluminum, Makron MR2 window and a triple anchor point hardened steel lock the enclosures are practically impossible to be breached. These devices utilize no external power source and do not require tunneling or tapping into utilities. Typical installation uses a pre-formed portable concrete pad or light weight composite pad installed at ground level off the road. Desired installs can be placed from a distance of 3' to 12' safely off the road in the direction of vehicle travel. An optional 24"x24"x12" base can also be used to raise the unit if needed.

Portable Specifications	
Housing Material	Aircraft Grade Aluminum
Dimension	24 in. x 24 in. x 44 in
Camera Window	1/4 in. Makrolon MR2
Power	8 AGM Marine Grade Battery
Power Source	Bi-weekly battery change



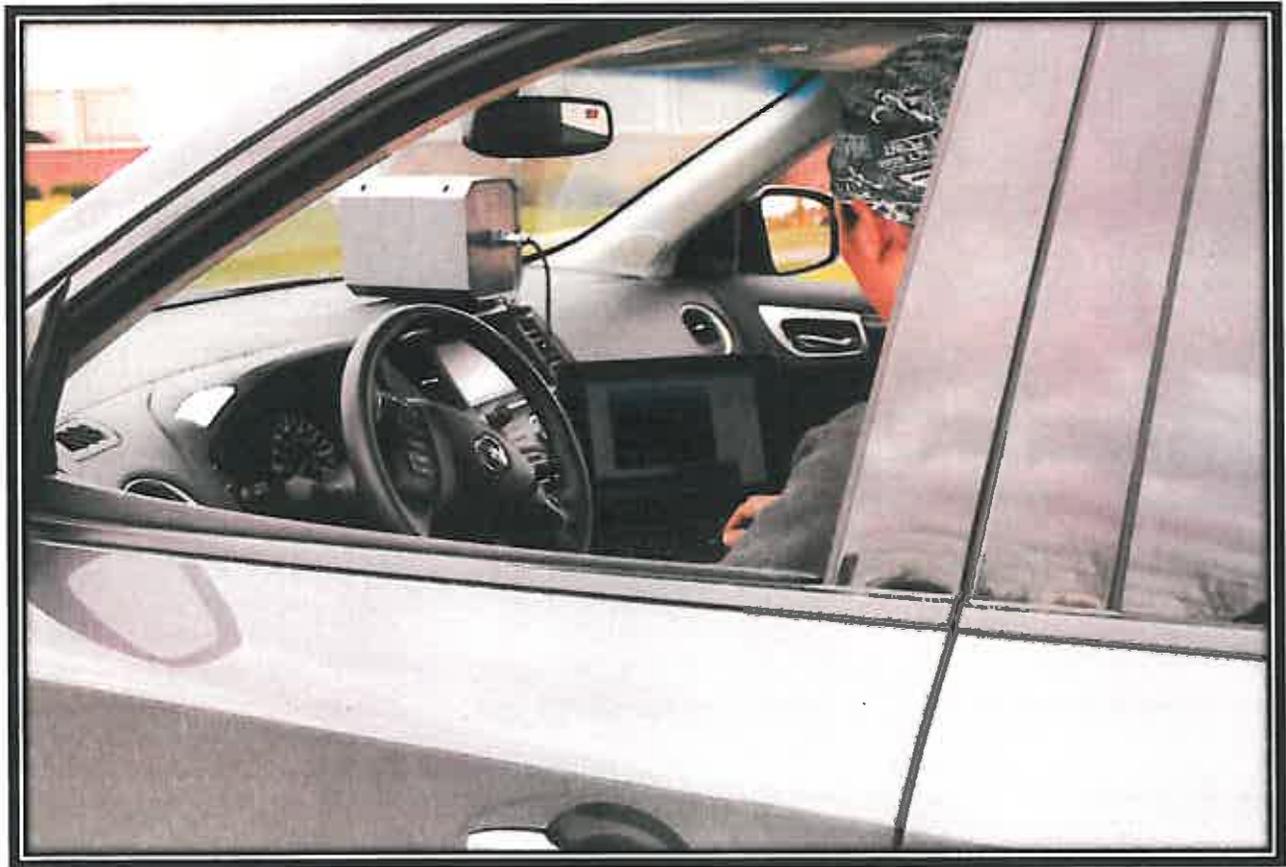
*Semi-portable*



**Mobile**

The Brekford Mobile Traffic Safety Housing is a self-contained housing for intended use with RADAR speed enforcement. The housing was designed so it sits easily on the dash and can also be easily removed from the vehicle and operated on top the roof or a tripod or trailer where traffic or road conditions make parking the enforcement vehicle difficult or dangerous. This will facilitate enforcement based on traffic regulation needs and not technology limitations.

Portable Specifications	
Housing Material	Aircraft Grade Aluminum
Dimension	24 in. x 24 in. x 44 in
Camera Window	1/4 in. Makrolon MR2
Power	100 amp hour lithium ion battery
Power Source	Battery recharged every 3 days



*Mobile*



**Installation**

Brekford understands adding an enforcement camera enforcement system can be a major undertaken for the County due to factors like limited resources, public opinion, and long engineering and installation process. We have taken the time to consider the implication the installation of Enforcement System has on a County and come up with a solution that provides:

1. Quick and Easy Installation (less than 1 hour)
2. Minimal to no amount of Engineering, DOT, Public Works and Power Company involvement
3. Minimal to No Construction (The ability to utilize existing infrastructure)
4. Aesthetically Pleasing
5. Green Solution (Solar Powered)

Unlike our competitors, we can deliver this pain free installation because of our non-intrusive technology, which means devices are NOT buried in the road surface and NO external powered needed.

**Maintenance**

The County requires that all maintenance of supplied equipment shall be the responsibility of Brekford. Some vendors may interpret maintenance as simply making repairs on knocked down poles. However, Brekford is responsible for all maintenance of equipment in all its programs. This means that there will never be rust on our poles or boxes, cracked concrete foundations, or graffiti markings on the side of our equipment. Brekford realizes that the poles, boxes and housings on the side of the road are the most visible component of the program to the public. We ensure that our hardware always appears well maintained and rust free because as soon as the equipment appears to be in shoddy condition, people will question whether the systems calibration is accurate as well as other components of the program. Brekford technicians visit all sites no less than bi-weekly as part of a routine maintenance program.

Brekford has in place a program of scheduled inspection and routine preventive maintenance as well as established procedures for unexpected repairs and maintenance. Our quality assurance program employs procedures for proactive maintenance to ensure operation of the hardware and software in our systems as well as routine refresher training for our technicians. All inspections and service visits are recorded in the Field Operations (Field Ops) – camera log file (maintenance tracking) application. If a repair or maintenance procedure is required that cannot be resolved by the service personnel during an inspection process then the same process will be adhered to as when a service call is initiated by County personnel as explained in *Repairs and Service*.

*Brekford presents a proposed maintenance plan that provides routine maintenance and checks for all camera sites at pre-determined intervals. This maintenance is in addition to routine service and will be at no cost to the County.*

### ***Repairs and Service***

The servicing and maintenance of Automated Camera equipment will be the exclusive responsibility of Brekford. The repairing and service of the equipment can be done in a completely non-intrusive manner, meaning no lanes need to be closed. Initial response to any equipment malfunctions will normally occur within a 24-hour period; repairs will be completed within a 48-hour period during normal business hours. Brekford will maintain a service location in State, which is available to provide all necessary maintenance for the Town's cameras.

#### **BREKFORF CAMERA REPAIR OPERATIONAL FLOWCHART**

1. System alerts Brekford with a camera issue and an immediate electronic trouble ticket will be created by attending personnel taking the work order.
2. Trouble ticket will be given to appropriate engineering/field operations team member for completion and resolution.
3. If issue cannot be resolved within one (1) hour client will be contacted by Brekford Program Manager to inform them of receipt and provide both written and oral documentation of the status.
4. **Once issue is resolved the system must be verified up to three (3) consecutive times to ensure system is working correctly and proper connectivity has been achieved.**
5. The Completed ticket will then be forwarded to the supervisor who will then confirm issue has been resolved by attempting connectivity again for a fourth successful attempt.
6. Client is contacted immediately by email AND telephone to inform that the ticket is closed and camera re-activation is completed.

### ***Differentiators***

- Modular based automated enforcement system and the Speed, Red-Light and Stop-Sign systems components are the same. The ability to interchange systems gives the County a much more sophisticated enforcement program, and ability to target different offenses at the same location
- All systems have the ability for their sole power source to be solar and leave no footprint in the County
- **Speed** - Triple verification of speed measurement 1) Measurement through the Doppler shift, 2) by the RADARs range progress over time 3) visual validation on the timestamped images

**Specification Sheet**



*PIIS* system is a low power speed measurement, speed notification and enforcement unit. The state of the art 3D tracking radar integrated with sensitive and high quality image camera as well as low light tag enhancement technology and convenient wireless communication makes the *PIIS* an ideal system to be utilized in large variety of locations such as residential areas, private roads, school zones, and many other sites. With an addition of a optional cabinet enclosure and proper power source, the *PIIS* can be securely deployed and quickly brought to its complete operational level within minutes.

**PIIS Features and Highlights**

❖ **General**

- Low Power Consumption with Efficient and Accurate Performance
- Wide Temperature Range Operation
- All Weather Operation, High Availability
- Secure, Web-Based User Interference
- Simple installation and Low Cost Maintenance

❖ **Housing**

- Mobile, Portable or Pole Mounted Options

❖ **3D Tracking Radar**

- Simultaneous Real-Time Tracking of Up to 32 Objects
- Multiple-Lane Coverage (Max. 4 lanes) Up to 106m.
- Precise Object Position Measurement ( $\pm 2.5\%$  or  $< 0.25\text{m}$ )
- Precise Object Speed ( $V_x$  and  $V_y$ ) Measurement ( $\pm 0.1 \text{ m/s}$ )
- IP67 All-weather Operation
- Over 90,000 Hrs. of Operation MTBF
- Vehicle Type Classification.
- Advance Sensor Network
- 4 Interface Options (CAN, RS485, POE, Relay Contacts)
- ISO 9001:2008 and METAS (Swiss Federal Institute of Metrology) Certified

❖ **Capture Camera & Plate Enhancer Technology**

- High Sensitivity, Quality and Resolution Images (Up To 36MP)
- 14 Bit Wide-Dynamic Range Sensor
- Integrated Image Processing
- Fully Saturated and High-contrast Images
- Low Light Tag Enhancement Technology (Focused Low Intensity Strobe)
- Readable Tags In Difficult Weather Condition

Specifications	
Power	12V DC (Circuit Protected)
Operation Temp.	-22 to 158°F (-30 to +70°C)
Detection Range	350+ ft. (106 m)
Radar Beam Angle	35 Degrees
Camera Resolution	Up to 36 MP
Wireless Communication	3G/4G LTE (Location Dependent)

## APPENDIX B: BREKFORD iP360 CITATION PROCESSING



Brekford's iP360° Software Application is a fully web-based violation processing system wrapped completely around our offered camera systems. Through any workstation with internet access, we provide a secure log-on into our system so that users can authorize, approve, retrieve reports and other functions into the violation system. While system access is provided via the internet, through SSL security certificates, firewalls and other security measures, only persons authorized will be able to access the system.

Our iP360° software automatically generates an electronic audit trail to track all actions. Each individual with access to iP360° will have a unique log-on ID. All user ID's regulate user access based on a client determined user profile.

The iP360° application serves as a 'one-stop-shop' for program management. It has been developed around the various functions needed to successfully operate any violations processing program. Additional functions such as Customer Call Center operations are managed through the various integrated modules in iP360°. As a "Master Control" module, iP360°'s iMANAGER sub-system contains all of the program matrices and functions to provide complete control to manage everything from daily volumes, to work product tracking, to archiving and retention of historical data.

The Brekford iP360° software is a custom application designed as a "Ticket Information Management System" and can accommodate most legacy camera systems. Since the software application resides on our server, and is completely web-based, no special hardware is required for access to the system. Any computer system that has web access can be granted access to iP360°.

Brekford's iP360° program support application was designed after extensive business analytics and thus has been designed with client access, rights management and secure data access in mind. The application can be configured to an individual client's requirements and needs with the ability to monitor and control their program timelines and objectives. The iP360° application is designed to be accessed remotely from anywhere over a secure channel which makes it even more reliable for data deliverance. Used with 128-bit SSL encryption and 2048-bit RSA key encryption for safety assurance of privileged information, the system is both secure while still being easy to navigate for any end-user.

Following is an overview of architectural highlights and modules that are designed as part of the iP360° software application:

### **iManager**

- *iManager360° is an administrative module used for account overview;*
- *Allows complete viewing of citation's history;*
- *Maintains a chain-of-custody for auditing and other purposes*



### **iPROCESS**

- *Event-to- citation requires an agent or other approval*
- *iPROCESS360° provides multi-user login simultaneously without overriding another's decision to approve/disapprove an image*
- *Provides for an auto-logout feature which automatically logs the user out after 20 minutes of inactivity*
- *iProcess360°provides the approver with various 'queue' features*
- *Allows an approver to accept, review, add comments, and disapprove with a reason, and to edit the information*
- *Integrated for name and address lookup sources (Motor Vehicle Administration/NLETS)*
- *Approver can mark a violation for supervisor's approval or further review*
- *Auto deleted feature to prevent 'expired' images from being processed*

### **iTAG**

- *Image review and processing*
- *Name and address acquisition*
- *Citation creation*
- *Supervisory management tools*

### **iPRINT**

- *Print queue viewer*
- *Print-by-batch function*
- *Local print output capability*
- *Violation print batch control*
- *Electronic print batch reporting*

### **iCOURT**

- *Court scheduling module allowing re-scheduling and other functions;*
- *Generates court documents and automatically creates dockets;*
- *Provides interface for adding dispositions automatically applied to the citation;*
- *Court Clerks on municipal Administrator functions;*
- *Evidence can be played, viewed in the court;*
- *Data easily transmitted in electronic format to the Courts;*

### **iReport**

- *Comes bundled with preloaded general report categories*
  - *Statistical*

- *Operational*
  - *General*
  - *Collections*
  - *Financial*
- 
- *Reports are generated for user specified periods*
  - *Reports are easily exported to EXCEL or PDF*
  - *Unique parameters for each report*
  - *Custom report with accompanying bars, charts and histograms*
  - *User capability to add/delete/modify custom reports*
  - *Additional custom reports can be easily customized and added*

## APPENDIX C: PROGRAM MANAGEMENT TEAM RESUMES

**Nabin Gurung**  
**Nabingurung82@gmail.com**  
**443-682-4336**

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## **SUMMARY:**

- **5+ plus years of experience** in design, development, coding and testing of business/commercial applications using **.Net 4.5/4.0/3.5/2.0, C#, ASP.Net(Web Forms/MVC) VB.Net, ADO.Net, XML, Web Services, Restful Service, WCF, Silverlight, WPF, XAML.**
- Strong experience in the **analysis, design, development and implementation** of multi tier web based applications.
- Strong **Object Oriented Analysis & Design and Programming** skills and good understanding of various design patterns
- Hands on experience in developing the projects using **.Net 4.5/4.0/3.5/2.0 framework, Visual Studio 2005/2008/2010/2012/2013, ASP.NET AJAX, HTML, CSS, JavaScript and JQuery.**
- Hands on experience in developing mobile websites using **Bootstrap, Modernizer and FriendlyURLS().**
- Experience in writing **Stored Procedures, Cursors, Triggers and User Defined Functions** in **SQL Server 2005/2000/2008/2012** and **Oracle 9i**
- Hands on experience on reporting tools like **Crystal Reports, .NET Reporting and SQL Server Reporting Services**
- Experience in end-to-end **SDLC**, including **configuration management** using **Visual SourceSafe (VSS), Team Foundation Services (TFS), Git, SVN and CVS.**

## **TECHNICAL SKILLS:**

<b>Languages:</b>	MVC,C#5.0/4.0/3.5/2.0, VB.Net, Silverlight, VB, JavaScript, VB Script, PHP, Java
<b>Operating System:</b>	Windows 2012(R2)/2008(R2)/2003/XP/2000/NT
<b>Tools and Technologies:</b>	.Net Framework 4.5/4.0/3.5/2.0, ASP.NET 4.0/3.5/2.0, ADO.Net, ASP, ADO, Web services, WCF, Visual Studio 2013/2012/2010/2008 , Adobe Brackets
<b>Database Servers:</b>	SQL Server 2005/2000/2008/2012&R2, Oracle 9i, MySQL, MongoDB
<b>Enterprise Servers:</b>	IIS Server 8.5/7.5/7.0/6.0/5.0
<b>Design Tools:</b>	Magic Draw, MS Visio, Adobe live Designer
<b>Configuration Management:</b>	VSS, SVN, CVS, TFS, GitHub
<b>Reporting Tools:</b>	.Net Reporting Services, Crystal Report, SQL Server Reporting Services

## **PROJECT EXPERIENCE**

**Brekford Corp, Hanover, MD**  
IT Manager /Developer

**Aug 2010– Present**

**Project: Custom Violation Processing/Ticket Management Software/Speed Camera System/ Asset Management**  
**Description**

Designed the Custom Automated Traffic Enforcement processing and Ticket Management software. This system was used by Brekford Back office to process violation and also served as Call Center Software. This software was also used by Local Police Department to see the violation captured from the Speed Camera and Red Light cameras. Developed Asset Management software to track and maintain the inventory of the items.

### **Responsibilities**

- **Developed complete system(iP360 Suite)** using **C# 5.0/4.0/3.5, Silverlight, WPF, ASP.NET, Ajax, Javascript, JQuery, iTextSharp, Web Service, WCF and .Net reports** to generate reports for various scenarios.
  - **iP360 Suite consisted of Speed Camera System, Automated Traffic Enforcement System, Parking Management System, Delinquent Citation Collection System, Asset Management**
- Worked on Nikon Camera SDK's to control and trigger (C#, Threading, Delegates, EventHandlers).
- Worked on Radar System and SDK's (Interfaced with Serials Ports to communicate with radar to control, receive and send data).
- Developed the database using **SQL Server 2008 R2/2012 R2**
- Interfaced with Third party Web Services and API's.(DMV, MVA, NLETS, Payment Systems, Mail Processing, IVR Systems)
- Actively involved in **Database design, Queries, Views and Stored Procedures.**
- Providing support and maintenance to the software.
- Implemented for third party frameworks like Telerik and Obout.

### **Environment**

C# 5.0,4.0/3.5, WPF, XAML, VS 2010/12/13, Web Services, WCF, ASP.NET, AJAX, SQL Server 2008 R2/2012 R2, MongoDB, Windows 2008/2012.

### **Ip360 Suite (Currently working)**

- Rewriting all the ticket management software originally built in Asp.net Web forms that is used by Law Enforcement Agencies using C#5.0, 4.5 ,MVC, ASP.net, Ajax, WCF, Entity Framework.
- Developed portal for clients to view reports and graphs of their programs using the About Controls and Telerik Controls.
- Deployed the MVC application.
- Providing constant upgrades, support and maintenance to the software.

### **Environment**

C# 5.0,4.0,VS 13, MVC, WCF, ASP.NET, AJAX, SQL Server 2008 R2/2012 R2, , Windows 2008/2012.

### **Online Document Management ("IWorx")**

#### **Responsibilities**

- Developed Online Secured Document Management Systems.
- Clients upload the documents online and tracked the documents.
- Features include (User Access Modules, Upload and Download Documents, User Authentication, Form Validation, View Documents etc.).
- Designed the Front End UI.
- Wrote the Business, Model and View Logic.

#### **Environment**

Asp.net Controls, C#5.0,4.0/3.5, Stored Procedures, HTML5, Bootstrap, JavaScript, CSS, AJAX, WCF with REST services

#### **Tools used**

Telerik web controls, About Web Controls, Visual Studio, Sql Server

### **Trouble Ticket Management**

- Developed Issued Tracking Software that tracks and manages the issues.
- Features include upload and download attachments, user friendly, based on user Types and Rights).
- Tools Used (C# 4.0/3.5, Telerik web controls, About Web Controls, Asp.net Controls, SQL Server, Stored Procedures, JavaScript, CSS, AJAX, Web Services, Visual Studio ).

### **Web Payment**

- Designed UI, developed and Implemented Secured Mobile friendly online payment system that integrates the Heartland Web Payment API (secure Submit SDK) for online Traffic Enforcement Ticket and Parking Tickets Payment website.
- Features Include User Authentication, Secured images and documents URLs.
- Used JQuery plugins like fancy box and color box.
- Disable right click and back buttons, Error Logs, User Tracker, etc.
- Wrote Session Timer indicator in JavaScript.
- Wrote the WCF with the REST services for Model.
- Wrote the Business, Model and Presentation Layers.
- Tools Used (C#5.0, 4.0/3.5.net, Asp.Net, Stored Procedures, Web Services, Heartland API, Ajax Control Toolkit).

### **Parking Solutions**

Developed enterprise web based parking ticket management solutions.  
Features include:

- Integrated Solution
  - Parking enforcement; permit management, online payment System, Hybrid Reporting
  - Based on both Plate and Summons based Platform
  - Built based on Open architecture (Industry Standard) (Interchangeable)
  - Scalable.
  - Secure Authentication
  - Fully tested Application
  - User/Mobile Friendly
  - Managed/Web Managed Solution
  - Work Across Multiple Platforms/browsers
  - Built on Ticket Management Philosophy
  - Dynamic/Hybrid reporting
  - Full built in Management/Quality Controls
  - Integrated Workflows
  - Cashiering Capabilities
  - Turn Key Operations for End to End Solutions
  - Centralized System.
- Tools Used (C#5.0,4.0/3.5, Entity Framework 5.0 , Stored Procedures, Telerik, Obout, Visual Studio, Asp.net, web services, JavaScript, Ajax, CSS, HTML, SQL Server).

### **Beauty Parlor Website**

Designed and Developed a Mobile Friendly Beauty Parlor Website for a Client using the Adobe brackets and notepad++.

#### **Responsibilities:**

- Designed UI and Layout for the website using HTML5, CSS, Bootstrap, JavaScript and CSS.
- Developed a slider for slideshow using JavaScript.
- Enhanced the images using the GIMP software.
- Wrote the whole page layout using CSS.

### **Sushi Restaurant Website (currently working on as a side project)**

Designed and Developed a Sushi Restaurant Website for a Client using Visual Studio and Adobe brackets.

#### **Responsibilities:**

- Bought a Domain Name ([www.tttstar.net](http://www.tttstar.net)) for Client and hosted on godaddy.com
- Designed UI and Layout for the complete website.
- Developed a slider for image slideshow using JavaScript.
- Daily communication with the clients and changed the layout according to their needs.
- Used the fancy box and color box jQuery plugin.
- Create an image gallery using jQuery.
- Created Product Page using Bootstrap, CSS and Json.
- Used the Modernizer and Asp.net Friendly URLs.

#### **Environment:**

Bootstrap, HTML5, CSS, GIMP, JavaScript, JQuery

### **Robert Technologies, Alameda, CA**

**Aug 2009 –Aug 2010**

#### **Role : Computer Technician**

#### **Responsibilities:**

- Planned, assembled and installed computer systems in designated networks as per specifications.
- Installed and configured IT network components and assisted in the implementation of designed IT network configuration.
- Performed customer services on different firms departments and resolved hardware and software technical problems in the system elements after detailed analysis, including computer failures and software malfunctioning.
- Monitored and administered IT systems of firms and made recommendations to senior managers regarding hardware replacements, upgrades and new installations required.
- Provided solutions and technical guidance to clients facing technical issues and difficulties.

- Maintained records of hardware issues, performance and supplies.

#### **Academic Qualifications and Certifications**

- Bachelor Of Computer Science (Programming Major) , Strayer University (2009)
- Coursework in Information Technology
- Coursework in Programming Languages, Database Systems.
- Top Student Excellence Academic Achievement Award.
- Java Developer Certification in 2001 By NIIT.

**Vasu Ashwath**  
**Ph: (410) 302 6662**  
**Email: [Vasu.Ashwath12@gmail.com](mailto:Vasu.Ashwath12@gmail.com)**

*Assistant Controller with over four years of experience in finance management, general ledger reconciliations and CFO assistance. My responsibilities have included overall management of all aspects of accounting, supervision of employees and preparation of financial reporting and analysis.*

## **Professional Experience**

### ***Brekford Corp, Hanover MD 21076, 2011 - present***

#### ***Assistant Controller***

- Assist with preparation of the budget ; Implement financial policies and procedures
- Establish and maintain cash controls ; Establish, maintain and reconcile the general ledger
- Monitor cash reserves and investments ; Prepare and reconcile bank statements
- Establish and maintain supplier accounts ; Processes supplier invoices
- Maintain the purchase order system ; Ensure data is entered into the system
- Issue checks for all accounts due ; Ensure security for all credit cards and verify charges
- Ensure transactions are properly recorded and entered into the computerized, accounting system
- Prepare income statements ; Prepare balance sheets and monthly financial statements
- Prepare quarterly reports and report on variances ; Assist with the annual audit
- Maintain the computerized accounting system ; Maintain financial files and records
- Oversee the accounts payable and accounts receivable systems in order to ensure, complete and accurate records of all moneys
- Manage employee files and records in order to ensure accurate payment of benefits and Allowances : Ensure new employees are properly documented; Ensure employee files are established and maintained; Ensure employee electronic files are established and maintained in the computerized accounting system; Oversee administration of benefits entitlements; Verify and report on benefits payments; Verify annual leave records.
- Manage the bi-weekly payroll in order to ensure that employees are paid in an accurate and timely manner
- Provide efficient and effective office management: Manage the filing, storage and security of documents: Respond to inquiries: Maintain insurance coverage.
- Assist with SEC and financial reporting and documentation

### ***Brekford Corp, Hanover MD 21076, 2010 - 2011***

#### ***Staff Accountant***

- Prepared and verified Balance Sheets, Income Statements, Profit & Loss Statements and monthly forecasting.
- Responsible for accounts receivable/payable, banking transactions, cash management, payroll and analysis of cash flows
- Perform accounting analysis including balance sheet accounts, expense and salary accruals, and department expense analysis and prepaid and insurance.
- Prepare journal entries, accruals and other adjusting entries.
- Reconcile sub-ledger to general ledger account balances.

- Maintain accurate account and data reconciliation including supporting sub-ledgers journals, and other financial documentation with in a cost efficient operation.
- Identify and research account discrepancies.
- Review general ledger accounts and correct journal entries.

***Castle Wholesalers, Brentwood, Maryland, July 2008 to May 2010***

***Accounting Assistant***

- Process about 150 internet orders a week with average turnaround time of 2 days
- Interact with customers to resolve issues with order shipment, backorder, and drop-ship
- Additional duties include processing Purchase Orders, AP and AR transactions

***Shah Associates CPA, Burtonsville, Maryland, March 2008 - June 2008***

***Internship Program***

- Worked as an intern in the Payroll department
- Duties included data entry, processing the time sheet and preparing pay checks

**Technical Skills**

QuickBooks, Peachtree , FACTS, Stone Edge Order Manager, Microsoft Outlook, Microsoft Office (Word, Excel, Access, PowerPoint), Visual Basic 6.0, ASP, Oracle 8.0

**Education**

***Bachelor of Science in Accounting***, Dec 2008 (Major in Accounting - GPA 3.997) University of Maryland, College Park

**MASAMI HOKAMA**

7904 Evesboro Drive  
Phone: (443)454-6473

Severn, MD 21144  
E-mail: [masami.hokama@gmail.com](mailto:masami.hokama@gmail.com)

**OBJECTIVE**

Recent Medical Billing and Coding graduate with experience in providing high level customer service, seeking a billing related position in a medical facility.

**SKILLS**

- CPR Certified
- Medical Laws & Ethics
- HIPAA Understand/Confidentiality
- HCPCS Coding Principles
- CMS-1500 form
- Perform CPT-4 Coding
- Perform ICD-9 Coding
- Insurance Form Preparation
- Medical Terminology
- Use of Office Machines
- Organize & File Patient Records
- Scheduling Appointments
- Billing/Collection Procedures
- Medical Billing Software
- Microsoft Office
- Fluent in Japanese

**EDUCATION**

TESST College of Technology  
**NHA Certified Billing and Coding Specialist; 4.0GPA**  
Graduated 4/2012  
Baltimore, MD

Okinawa Christian Junior College,  
**Associate of Art, English**  
Graduated 1987  
Okinawa, Japan

**EXPERIENCE**

Brekford Corp  
**Program Support Manager**  
3/2012-Present  
Glen Burnie, MD

- Manage day-to-day back office operations
- Oversee Customer Service and Processing
- Monitor and enforce Policy and procedures
- Assist in Quality Assurance and Processing when necessary

Communicare Family and Companies Inc.  
**Medical Billing and Coding Extern**  
2/2012 – 3/2012  
Glen Burnie, MD

- Entered and updated VISION (AR system)
- Completed UB-04 forms
- Prepared and sent Medicare claims via CMS system (IVAN)
- Conducted insurance follow-up
- Assisted handling Resident Banking Services
- Participated weekly meetings for aged accounts
- Organize and file resident records

VISA INC.  
**Customer Service Team Lead (2000 – 2010)**  
1995 – 2010  
Owings Mills, MD

- Managed call center operations
- Successfully handled escalated customer complaints
- Trained new hires on process/applications
- Participated in team members' performance evaluations

**Customer Service Associate (1992 – 2000)**

- Answered calls from customers in need of assistance with lost/stolen card, emergency replacement card, and cash disbursement
- Documented all report information accurately in timely manner

OKINAWA KENSHINREN BANK  
1987 – 1991

**Executive Secretary/Teller**

Okinawa, Japan

- Processed banking transactions including deposits, check cashing and money orders
- Maintained records and problem resolution for clients
- Scheduled appointments and business meetings, answered phones, arranged travel, maintained files and transcribed notes

**VOLUNTEER WORK**

US-Japan Council, Washington DC

3/2011 – Present

- Translating documents/articles from/to Japanese/English
- Assisting staff with various tasks during conference; registration desk, usher duty, etc

# Frederick L. Lloyd

2931 Indiansummer Ct. | Abingdon, MD, 21009 | 443-417-8272 | frederick.l.lloyd@gmail.com

## EDUCATION

**TOWSON UNIVERSITY**, Towson, Maryland September 2003 to January 2006

- BS in Sports Management with minor in Business Administration

**HARFORD COMMUNITY COLLEGE**, Bel Air, Maryland August 2001 to May 2003

- General Studies

## WORK HISTORY

**BREKFORD CORPORATION** January 2013 to Present

*Lead Field Engineer/Field Support Manager*

- Provides supervision and guidance to field service technicians. Schedules daily requirements for all field operations. Reviews daily work documentation.
- Oversees and performs installation of Brekford ATEG Technology. Including Smartmicro radar systems and Nikon Camera Products.
- Works closely with Remote System Support team and municipalities to keep service levels high, minimize system and hardware downtime, and identify and resolve system related issues. Resolves escalated system and quality issues. Performs daily checks of enforcement systems connectivity to confirm systems are operational.
- Coordinates interdepartmental involvement with any high priority issues.
- Coordinates and performs field studies as required for business development.
- Ensures deadlines are met while keeping active equipment above contractual requirements.
- Provide training to technicians as needed.

**AMERICAN TRAFFIC SOLUTIONS** August 2007 to January 2013

*Field Engineer*

- Assisted Construction Manager/Project Manager with managing subcontractors.
- Assembled, configured and tested 120 volt and low voltage electronic systems. Replaced electrical components and installed electronic hardware.
- Developed and implemented maintenance procedures for all intersections.
- Installed and configured Nortel and Cisco communications equipment.
- Set up and accessed remote computer systems. Tested remote data acquisition software and hardware.
- Maintained red light camera sites in Baltimore, Frederick, and Delaware.

**THE TEL-NET GROUP**, March 2007 to August 2007

*Field Technician*

- Installed Voice, Video, and Data equipment and infrastructure.
- Worked with client team leaders to read blueprints and determine device and cable locations and access points.

**WELSH ENTERPRISES**, May 2004 to August 2005

*Survey Crew*

- Performed surveying and engineering services including writing legal descriptions, researching deeds, plats and data collection and entry.
- Assisted with property and general office management.

## SKILLS

- Proficient with Microsoft Suite. Experienced with ticketing systems, including Astea and Quickbase.
- Metrocount Certified
- Forklift Certified

## **Frederick L. Lloyd**

2931 Indiansummer Ct. | Abingdon, MD, 21009 | 443-417-8272 | frederick.l.lloyd@gmail.com

### **REFERENCES**

**James Hausmann** –Former Supervisor  
443-418-6273

**Ty Brown** - Former Supervisor  
Scout (Retired), Kansas City Royals  
804-874-9747

**Tommy Lloyd** - Former Supervisor  
Project Manager/Partner, The Tel-Net Group  
443-250-1591

**Daniel Robbins** - Professional Contact  
Test Director, Aberdeen Test Center  
443-655-4434

# PAYAM POURAHMADI

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5401 McGrath Blvd, Apartment 1716, North Bethesda, MD 20852 • 301-633-3308 •  
payam.pourahmadi@gmail.com

## PERSONAL OVERVIEW

A dependable worker with a background in both applied science information technology and biomedical engineering. Seeking an opportunity to apply technical knowledge and skills as well as expertise in management, marketing, sales, and customer service. Able to work both independently and collaboratively in a fast-paced environment to meet company demands. Flexible and capable to multi-task with priority, think critically, engage in effective problem solving, and acquire new skills quickly and comfortably.

## PROFESSIONAL EXPERIENCE

**Brekford Corporation**, Hanover, MD

**November 2011 - Present**

*System Engineer*

*Manager of R&D/Product Development*

- Defining complex system requirements, determining system specifications, processes, and working parameters
- Overseeing machinery orders and allocating assets to ensure efficient spending
- Engaging in system quality testing by determining functional analysis requirements and allocation to ensure that systems respond properly upon design completion
- Resolving design and development using Solid works and Solid edge
- Maintaining awareness of government regulations and ensuring product compliance with mandated protocols to secure company reputation
- Preserving operational equipment by following manufacturer instructions and established procedures, coordinating maintenance and repair services with internal technicians, and requesting external services when necessary
- Research, identify, evaluate, and develop new technologies for implementation
- Learn new technologies quickly and resolve any problems involved in integrating new technologies with existing systems
- Diagnose and troubleshoot problematic applications
- Create requirements and functional specifications (hardware and software) for proposed systems
- Utilize tools and equipment involved in performance of essential functions of programming and design
- Plan, process, and perform all assignments in an efficient manner with minimum assistance
- Manage projects with the ability to participate in the long range planning for new projects
- Specify and select vendor components
- Define project problem, need, and mission statements
- Investigate alternative solution concepts and architectures
- Integrate systems and solutions based on interface requirements
- System Verification/Validation according to defined requirements
- Develop and document Concept of Operations (ConOps):
- Strategies, tactics, policies, and constraints affecting the system
- Clear statement of responsibilities and authorities delegated
- Processes for initiating, developing, maintaining, and retiring the system

- Maintain positive relations with other operating groups, specifically manufacturing, technical services, and sales & marketing
- Train less experienced personnel on established methods and facilitate transfer of technical knowledge
- Exhibit strong, effective, and timely interpersonal and communication skills with the ability to interact professionally with a diverse group of clients and staff
- Responsible for enabling new product introduction
- Support development, testing and qualification of new process
- Plan, conduct, lead design of experiments to identify causes of system issues
- Work closely with various engineering disciplines including mechanical, software and electrical to evaluate design and software expectations

**ITT Technical Institute, Hanover, MD**  
*Member, Board of Advisors*

**January 2013 - Present**

- Provide strategic guidance to the executive management team about development and improvement of the institute
- Provide links between ITT Technical Institute students and faculty and the strategic environment
- Attend Board meetings and speak individually with counselors to offer education guidelines and recommendations based on personal and practical experience
- Engage in conversations with students to support further knowledge of the workplace

**Baltimore Properties Enterprise LLC, Baltimore, MD**  
*Database Manager*

**February 2012- January 2014**

- Ensured integrity of and convenient access to enterprise data
- Determined an organizational structure for storing financial information
- Managed, maintained, and updated rental revenue charts to coordinate with monthly expenses and profits
- Installed and performed troubleshooting on software needed to meet enterprise needs
- Trained employees unfamiliar with internal systems

**National Restaurant Equipment and Supply, Laurel, MD** **February 2012-November 2012**  
*Technical Specialist*

- Maintained, processed, and performed troubleshooting on company's software, hardware, and databases
- Ensured effective delivery and development of company's systems and equipment
- Tracked company's website activity and properly format products and services advertised to meet customers' demands
- Attended to employee and customer inquiries regarding company technology
- Trained employees unfamiliar with company's systems and equipment

## **EDUCATION**

**ITT Technical Institute**, Hanover, MD **2012-2014**  
Coursework relevant to Applied Science Information Technology – Computer Network Systems  
Honor’s Student  
GPA: 3.82/4.0

**University of Maryland**, College Park, MD **2010 - 2012**  
Bachelor of Science, Biomedical Engineering  
GPA: 3.84/4.0

**Anne Arundel Community College**, Severna Park, MD **2008- 2010**  
Coursework relevant to Fundamental Engineering knowledge

**Informatics University of Iran**, Tehran, IR **2006-2007**  
Associate’s Degree in Circuitry Engineering

**COMPUTER SKILLS**

**Software:** Microsoft Windows, Office, Word, Excel, Project, Power Point, Outlook, Visio, Access, Visual Studio, Solid edge, Solid works, MS Project,

**Networks:** Storage Virtualization, Network Standards and protocols, Network Administration, Network Security

**Engineering:** Systems Engineering, Product Development, Problem Solving, FMEA, Design of Experiment, Root Cause Analysis, Universal Medium Range Radars, System Design

# Joshua Offermann

Phone: (410) 458-9358 | Email: Joshua.Offermann@gmail.com | LinkedIn: www.linkedin.com/in/joshuaoffermann

Address: 2 Homestead Drive, APT E, Owings Mills, MD 21117

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## PROFESSIONAL SUMMARY

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Accomplished public safety technology analyst with expertise in identifying and implementing technology solutions to solve public safety needs and concerns. Organized, focused, and dedicated to accurate decision making, implementation and project management. Intelligence analysis knowledge including SIGINT, HUMINT, and GEOINT understanding, examination, and dispensation. Skilled in solution design, integration, and delivery. Exceptional multi-tasking, communication and time management abilities.

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## EDUCATION

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**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
*Masters of Science in Intelligence Management*

Adelphi, MD  
September 2015

Related Coursework: Business Administration, Advanced Financial Decision Making, Intelligence Management, Intelligence Analysis, and Enforcement Led Intelligence.

**UNIVERSITY OF PHOENIX**  
*Bachelors of Science in Psychology*

Phoenix, AZ  
January 2013

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## EXPERIENCE

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**BREKFORD CORP.**  
*Operations Support Specialist*

Hanover, MD  
Oct 15 - Present

- Enhance body worn camera division growth and development
- Operational support for an array of service offered by the company

**UNIVERSITY OF BALTIMORE, OFFICE OF TECHNOLOGY SERVICES**  
*Security Systems Specialist/Analyst*

Baltimore, MD  
Jan 14 – Oct 15

- Slashed system administration costs by negotiating pricing and fees, while ensuring the continuation and enhancements of systems and services.
- Rapaciously utilize the latest technologies to lower costs and improve system efficiency.
- Multi-factor analysis of system health and efficiency to develop a renewal and replacement plan of action.

**UNIVERSITY OF BALTIMORE POLICE DEPARTMENT**  
*Security Systems Specialist*

Baltimore, MD  
Jan 13 - Jan 14

- Efficaciously increased campus physical security system by a total of 114% across all systems.
- Execution of detailed crime statistics to analyze and design a strategic growth plan.
- Established business practices and growth plans to maintain and improve security systems.

**UNIVERSITY OF BALTIORE POLICE DEPARTMENT**  
*Police Communications Officer*

Baltimore, MD  
Mar 11 – January 13

- Deliver emergency services to the campus community in emergency and non-emergency situations.

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## ADDITIONAL INFORMATION

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### HIGHLIGHTS:

- Strong writing abilities
- Correspondence management
- Technology Integrations/Implementation
- Emergency Operations
- Project Management
- Business Analysis
- Business process improvement
- Reporting and analysis
- Budgeting
- Cost-benefit analysis
- Intelligence analysis
- Public safety technology integration

**PROJECTS:**

- Nationwide public safety radio interoperability integration
- Statewide video sharing network (MCAC) integration and deployment
- Protective services technology liaison (USSS) for Vice President Joe Biden
- Police technology integration (in-car-video, mobile safety app, video management system, and DAS system solutions)

# Patti Hamilton

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## Experience

### **Brekford Corporation**

#### **Project Manager**

- Managed five (5) Speed Camera programs.
- Responsible for client satisfaction, developing and managing budget, conversion rate, and increasing revenue.
- Developed program plans and implemented new programs, set project and task timelines.
- Managed and over-saw all internal departments on deliverables associated with contract service level agreements.
- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence and deliverables.
- Prepared and maintained statistic reports.
- Analyzed programs performance for growth, inefficiency and future forecast.

#### **Operations Manager**

- Managed the back-office operation of all Speed Camera programs, including telephone customer service, cashiering, document management, citation processing, and quality control.
- Developed and implemented work flow processes.
- Recruited, trained, and supervised all operations personnel.
- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence and deliverables.
- Prepared and maintained statistic reports.
- Managed implementation of the IVR, pay by phone system and Lock Box payment processing.
- Assisted in implementing training programs incorporating all departments.
- Assisted in the development of employee manuals.
- Worked with District Courts and Motor Vehicle Administration to develop documents and acquire system interface for all programs.

### **Kidd International**

#### **Project Manager, Violation Enforcement**

- Managed all Violation Processing operations subcontracts for:
- Montgomery County Parking Enforcement, including Permit Sales offices (3), telephone customer service, and Parking Violations processing.
- DC Violations processing, including parking, moving, redlight camera, speed camera.
- Recruited, trained and supervised all operations personnel.
- Improving customer service based on Client feedback through the development of new policies and procedures. Successfully handled all

public related issues and complaints.

- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence and deliverables.

### **Supervisor, Document Processing**

- Supervised the staff responsible for back-office processing of all traffic and public works violations, including parking, moving and public space.
- Read, coded, scanned and indexed correspondence and tickets for image into Adjudication data base.
- Prepared daily reports.
- Performed quality assurance checks on images saved to the data base.
- Worked with the Client and Adjudication services to improve image quality and system issues.
- Handled all client research and image request.

### **PRWT**

#### **Production Clerk**

- Responsible for opening private and commercial accounts on the New York New Jersey EZpass program.
- Replenished low account balances, collected violation payments.
- Trained new hires on lock-box procedures and processing system.

## **AGREEMENT**

This Agreement made this 8<sup>TH</sup> day of March in the year 2016, by and between

**Brekford Corp.  
7020 Dorsey Road  
Building C  
Hanover, Maryland 21076**

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County.  
WHEREAS, the contract for

**RFP Number 2016-105  
Automated Speed Enforcement System**

**for a unit price of Three Thousand One Hundred Dollars and No Cents (\$3,100.00) lease fee per month per unit**

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONTRACTORS  
PRICE PROPOSAL  
ADDENDA CERTIFICATION  
NON-DISCRIMINATION IN EMPLOYMENT  
SPECIFICATIONS  
GENERAL TERMS AND CONDITIONS  
LIMITS OF INSURANCE  
NON-COLLUSION CERTIFICATE  
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID  
AGREEMENT  
TECHNICAL PROPOSAL (QUALIFICATIONS AND EXPERIENCE)

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Brekford Corp.**

and the Board of County Commissioners of Calvert County has caused these presents to be signed by their respective responsible officers.

CONTRACTOR FIRM NAME **Brekford Corp.**

AUTHORIZED CONTRACT REPRESENTATIVE *[Signature]* President and COO (SEAL)  
SIGNATURE TITLE

WITNESS *[Signature]*

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY *[Signature]* (SEAL)

WITNESS *[Signature]*

APPROVED FOR LEGAL SUFFICIENCY ON 3/28/10

BY: *[Signature]*  
COUNTY ATTORNEY



## Agenda Report Form

### Open Session Item

**SUBJECT:** Coffman Nursing Home, Inc.

**PRESENTATION DATE:** September 26, 2017

**PRESENTATION BY:** Nick Hill, Board Vice-Chair, Nick Mason, Executive Director  
Steve Zoretich, Vice-President, Frederick, Seibert & Associates, Inc.

**RECOMMENDATION:** Arrive at consensus to convey 0.53 acres to Coffman Nursing Home.

**REPORT-IN-BRIEF:** A portion of county owned property located at 1302 Pennsylvania Avenue has been identified by Coffman Nursing Home as a potential site for future expansion of the existing nursing home.

**DISCUSSION:** The land is adjacent to the existing Coffman Nursing Home; immediately to the east of the Washington County Health Department. The Washington County Health Department has not been approached regarding the offer. The site plan indicates that the storage sheds, dumpster, and parking of the Washington County Health Department may be affected by the proposed expansion.

Coffman Nursing Home for the Aging was incorporated February 19, 1962 and dedicated on July 10, 1962. Coffman was founded and funded by a long-time Washington County resident, Andrew K. Coffman. Washington County then funded Coffman Nursing Home from 1969 until 1992. In October, 1992, the current Board of County Commissioners, under the leadership of President Richard E. Roulette, deeded to Coffman Home for the Aging Inc. the current property.

Frederick, Seibert & Associates, Inc. has been working with Coffman Nursing Home over the past few years in order to plan and engineer an expansion to their existing facility that would be cost effective and meet the needs of the local community. The property their facility is located on is land-locked between other publicly held properties. It is accessed via a private access easement across the Washington County Health Department property. In order to expand in an efficient and cost effective manner, their architect has master planned with Coffman a building addition which takes advantage of the existing kitchen and meets the State of Maryland Nursing Home regulations. This expansion requires adding .53 acres of land presently owned by the County.

Previously Coffman approached the County about this property acquisition and at that time the County wasn't interested in a donation. The County did not rule out an acquisition of the property. Based on this way forward Coffman in consultation with the County staff, solicited a proposal from a local appraiser to complete an appraisal of the .53 acre parcel. That work has been completed and a copy of the appraisal is included with this submittal along with a copy of the proposed addition plat.

Coffman Nursing Home is requesting that the County review the appraisal and consider a value less than the amount arrived at for the following reasons: 1. Presently Coffman has an access easement that traverses not the existing roadway network, but across prime undeveloped areas of the Health Department property. Coffman proposes as part of the addition plat process to clean this up. 2. Presently storage sheds owned by the County are on Coffman property. As part of the agreement, Coffman proposes to clean this up either by revising lot lines or relocating the sheds. 3. The appraisal used comparable properties that had public road frontage and weren't land locked. Coffman's proposed expansion is onto property that only can be used by the existing county facility or Coffman. It can't be subdivided as a stand-alone parcel. The appraisal arrived at a per acre price of over \$100,000 per acre. That is what prime development land in Washington County is presently selling for. Based on the unique location of the property under consideration, Coffman is requesting that the County consider a lower value for the .53 acre piece.

As a non-profit entity, serving the needs of Washington County's elderly, Coffman Nursing Home hopes to work with Washington County to arrive at a sales agreement that is fair and equitable to both parties.

**FISCAL IMPACT:** \$10,000.00 in revenue from the sale of the property

**CONCURRENCES:** Director of Engineering

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Aerial Map, Right-of-Way Plat, Appraisal

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

# Washington County Property: 1302 Pennsylvania Avenue



# **APPRAISAL REPORT**

**Client: Coffman Nursing Home, Inc.**  
**Owner: Board of County Commissioners of Washington County, MD**  
**Address: 1302 Pennsylvania Ave.,**  
**Hagerstown, MD 21742**  
**Tax Map 300, Parcel 1446**  
**Tax Identification No. 21-023698**



**PREPARED BY:**

**BOWERS**  
**Appraisal Service, LLP**

**301-739-7610**

**BOWERS APPRAISAL SERVICE, LLP**  
*Real Estate Appraisers and Consultants*  
**223 N. Prospect St., Suite 205**  
**Hagerstown, Maryland 21740**

*Richard L. Bowers, SRPA, SRA, SR/WA (retired)*  
*Michael C. Bowers, SRA*  
*Patrick B. Bowers*

*Phone 301-739-7610*

August 25, 2017

Coffman Nursing Home, Inc.  
1304 Pennsylvania Ave.  
Hagerstown, MD 21742  
Attention: Nick Hill

Reference: Appraisal of 0.53 acre of land to be acquired by the client and appraisal of a platted, undeveloped right-of-way containing 0.25 acre to be extinguished in perpetuity  
Property Owner: Board of County Commissioners of Washington County, MD  
Property Address: 1302 Pennsylvania Ave., Hagerstown, MD 21742

Dear Mr. Hill:

Pursuant to your request, I have inspected, analyzed, and appraised the property in the ownership of the Board of County Commissioners of Washington County, MD located at 1302 Pennsylvania Ave., District 21, in the City of Hagerstown, Washington County, Maryland. A physical inspection of the site and acquisition area was conducted on August 23, 2017. This appraisal, which contains a total of 35 pages, includes real property only and does not include any personal property, equipment or intangibles.

The purpose of the appraisal is to estimate the market value of the subject property before and after the disposition of a fee simple area containing 0.53 acre and to estimate the market value of an undeveloped right-of-way containing 0.25 acre to be extinguished in perpetuity to estimate the total just compensation due to the property owner. The intended use of this appraisal is for the client's use in negotiating a sale price to acquire the fee simple area and extinguish the platted, undeveloped right-of-way in perpetuity. The only intended user of this appraisal is the client, Coffman Nursing Home, Inc.

After careful consideration of all data assembled affecting the market value of the subject property, I have concluded that the total just compensation due to the property owner is Sixty Thousand Four Hundred Ninety Four Dollars (\$60,494) as of August 23, 2017. This opinion of value assumes a reasonable exposure time of 3 to 6 months. Also, this appraisal is based on the *extraordinary assumption* that the property is free and clear of any contamination. Furthermore, this appraisal is based on the *extraordinary assumption* that the existing, developed rights-of-way to Coffman Nursing Home, across the property identified as 1302 Pennsylvania Ave., are

considered easements by prescription. Finally, this appraisal is based on the *hypothetical condition* that the subject property is a vacant, unimproved parcel of land, since none of the improvements are affected by the disposition or extinguished right-of-way. If found to be false, the aforementioned *extraordinary assumptions* and *hypothetical condition* could alter the opinions and/or conclusions contained in this report.

I hereby certify that I have no interest, past, present, or prospective in this property that would tend to influence my unbiased opinion of value. This appraisal was performed in conformance with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA), the Interagency Appraisal and Evaluation Guidelines, the Uniform Standards of Professional Appraisal Practice (USPAP) including all applicable banking laws, regulations and guidance, and the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice. If there are any questions in reference to this appraisal, I will be glad to discuss them with you anytime.

Sincerely,



Michael C. Bowers, SRA  
Real Estate Appraiser – Counselor  
Maryland Certified General Appraiser No. 04-436

***Executive Summary***

***Location:*** 1302 Pennsylvania Ave., Hagerstown, MD 21742

***Owner:*** Board of County Commissioners of Washington County, MD

***Property Description:*** The subject property, which is situated along the east side of Pennsylvania Ave., contains 5.55 acres of land and is improved with a 3-story office building occupied by the Washington County Health Dept. The property is identified as Parcel 1446 on Tax Map 300, and is further identified as tax identification number 21-023698 by the State of Maryland tax record.

***Zoning:*** Residential-Moderate Density (RMOD)

***Utilities:*** Public water, public sewer, electricity, cable, and telephone

***Present Use:*** Office building

***Highest and Best Use:***

- ❑ The highest and best use of the subject property *as if vacant* is for the site to be improved with an institutional use that complies with the RMOD zoning classification and serves the community's social, educational, health, cultural, or recreational needs.
- ❑ The highest and best use of the subject property *as improved* is its present use as an office building operated by a public entity, which is a legal, conforming use.

***Date of Value:*** August 23, 2017

***Estimated Exposure Time:*** 3 to 6 months

***Summary of Values:***

Before Value:	\$661,840
After Value:	\$601,346
Total Just Compensation:	\$ 60,494

These opinions of value are based on the *extraordinary assumptions* and *hypothetical condition* stated on pages 2 & 3 of this report.

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*Certification of the Appraiser*

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I, Michael C. Bowers, made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's Code of Professional Ethics and Standards of Professional Appraisal Practice, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Michael C. Bowers, SRA, has completed the continuing education program for Designated Members of the Appraisal Institute.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

*Date of Report:* August 25, 2017

*Signature:*



Michael C. Bowers, SRA  
Real Estate Appraiser - Counselor  
Maryland Certified General Appraiser No. 04-436

### *Scope of the Appraisal*

This appraisal conforms to the needs of the client for the intended use of this appraisal. A physical inspection of the site and acquisition area was conducted with the client on August 23, 2017. This appraisal includes real property only and does not include any personal property, equipment or intangibles. Also, this appraisal is based on the *extraordinary assumption* that the property is free and clear of any contamination. Furthermore, this appraisal is based on the *extraordinary assumption* that the existing, developed rights-of-way to Coffman Nursing Home, across the property identified as 1302 Pennsylvania Ave., are considered easements by prescription. Finally, this appraisal is based on the *hypothetical condition* that the subject property is a vacant, unimproved parcel of land, since none of the improvements are affected by the disposition or extinguished right-of-way. If found to be false, the aforementioned *extraordinary assumptions* and *hypothetical condition* could alter the opinions and/or conclusions contained in this report.

Comparable vacant land sales were researched over the past ten years in the subject's market area to estimate the subject property's land value. Comparable vacant land sales were collected and verified with the State of Maryland tax records, Washington County Land Records Office, the Metropolitan Regional Information System (MRIS), grantor, grantee, realtor, closing attorney, and/or by personal inspection.

In preparing this appraisal, all three approaches to value were considered. However, the only applicable method of valuation is the Sales Comparison Approach. The Cost Approach and Income Capitalization Approach are not applicable for this appraisal, since only vacant land is included in the appraisal with no damages to the existing improvements or remainder property.

***Purpose, Intended Use, and Intended User of the Appraisal***

The purpose of the appraisal is to estimate the market value of the subject property before and after the disposition of a fee simple area containing 0.53 acre and to estimate the market value of an undeveloped right-of-way containing 0.25 acre to be extinguished in perpetuity to estimate the total just compensation due to the property owner. The intended use of this appraisal is for the client's use in negotiating a sale price to acquire the fee simple area and extinguish the platted, undeveloped right-of-way in perpetuity. The only intended user of this appraisal is the client, Coffman Nursing Home, Inc.

***Definition of Market Value***

The following generally accepted definition of market value, as defined in *The Appraisal of Real Estate*, 14<sup>th</sup> Edition, published by the Appraisal Institute, is used in this appraisal:

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.”

***Identification of Property***

The subject property has a mailing address of 21834 Mount Aetna Rd., Hagerstown, MD and is located in District 16, Washington County, MD. The tract of land, which is situated along the north side of Mount Aetna Rd., contains 10.14 acres of land and is improved with a detached single family home. The subject property is identified as Parcel 33 on Tax Map 59, and is further identified as tax identification number 16-002119 by the State of Maryland tax record.

### ***Area & Neighborhood Data***

Washington County is located in the west central part of the State of Maryland and is bound geographically on the north by Pennsylvania, on the east by South Mountain and Frederick County, on the south and southwest by Virginia and West Virginia along the Potomac River, and on the west by Sideling Hill Creek which is also the Allegany County line. The major highways serving Washington County are Interstate 70, which runs east and west, Interstate 81, which runs north and south, and Interstate 68, which connects to Interstate 70 at Hancock to the west. The Washington D.C. and Baltimore metropolitan areas are within 75 miles of the subject property.

According to the U.S. Department of Labor Bureau of Labor Statistics, the May 2017 unemployment rate for Washington County was 4.3%, and the county's unemployment rate has gradually declined with rates of 4.5% in May 2016 and 5.6% in May 2015. The county had experienced significant layoffs in the construction, manufacturing, and retail sectors in prior years, but the employment situation has improved over the past few years. New residential construction is experiencing slow growth in Washington County, but commercial construction activity has recently increased with medical office space along Eastern Blvd., medical and professional office space near the recently constructed Meritus Hospital, and new commercial retail construction in the general vicinity of the Valley Mall and Halfway Blvd. In recent years, local and state governmental agencies have been cooperative in encouraging new employers into the area with financial incentive programs. Given the current economic climate, many local, regional and national companies are looking to expand in various industries. Based on current and projected data locally and nationally, unemployment rates will probably remain fairly stable over the next few months.

The immediate area along the east side of Pennsylvania Ave. (U.S. Route 11) generally consists of institutional uses including schools, a hospital, office buildings, and a nursing home. The west side of Pennsylvania Ave. include a mix of commercial retail space, office buildings, single family dwellings, and a cemetery. Properties in the area have average conformity and market appeal with shopping and employment centers within 20 minutes driving time.

### ***Historical Data***

According to Liber 1075, Folio 862, a portion of the subject property (0.4078 acre) was acquired by the current owner for no consideration on October 30, 1992. Based on Liber 608, Folio 637, the original property was acquired by the current owner for no consideration on December 23, 1975. The property is currently improved with a 3-story office building occupied by the Washington County Health Department. Based on the tax record and the Metropolitan Regional Information System (MRIS), the subject property has not been sold or listed for sale within the past three years.

### ***Assessment***

Land	\$ 334,700
Improvements	<u>\$3,615,500</u>
Total	<u>\$3,950,200</u>

### ***Zoning & Utilities***

According to the City of Hagerstown's zoning ordinance and zoning map, the subject property is currently zoned Residential-Moderate Density (RMOD), which permits low density and moderate density residential development, and various institutional uses. The subject's present use as an office building operated by a public entity, is a legal, conforming use. Available utilities include public water, public sewer, electricity, cable, and telephone.

### ***Description of Property***

The subject property, which is situated along the east side of Pennsylvania Ave., contains 5.55 acres of land and is improved with a 3-story office building occupied by the Washington County Health Dept. The site, which has fairly level topography, is mostly cleared with fairly level topography and public road frontage at grade along U.S. Route 11. Furthermore, the site has two developed access points for vehicular ingress and egress. As shown on the concept plan included in the addenda of this report, a portion of the parent tract containing 5.55 acres is imposed with a platted, undeveloped right-of-way containing 0.25 acre. None of the property is located in a flood hazard area (Zone X) according to FEMA Map 24043C0137D dated August 15, 2017. The census tract number for the property is 24-043-0002.00. Since the improvements are unaffected by the acquisition, this appraisal includes land only.

### ***Highest & Best Use***

The following generally accepted definition of Highest and Best Use, as defined in The Appraisal of Real Estate, 14<sup>th</sup> Edition published by the Appraisal Institute, is used in this appraisal:

*The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*

#### **Legal Permissibility**

According to the City of Hagerstown's zoning ordinance and zoning map, the subject property is currently zoned Residential-Moderate Density (RMOD), which permits low density and moderate density residential development, and various institutional uses.

#### **Physical Possibility**

The site's shape, frontage, topography, visibility, and vehicular accessibility were considered to determine the property's physically possible uses. Based on these variables and the size and setback requirements for the RMOD zoning district, any of the legally permissible uses are also physically possible.

#### **Financial Feasibility**

Based on trends in the immediate neighborhood, including institutional uses bordering the subject property to the north, east, and south, and easements imposed on the subject property for vehicular ingress and egress to the contiguous property to the east, various institutional uses are financially feasible.

#### **Maximum Productivity**

Of the financially feasible options, an institutional use that serves the community's social, educational, health, cultural, or recreational needs is maximally productive.

Therefore, based on development of the four criteria, I have concluded the following:

- ❑ The highest and best use of the subject property *as if vacant* is for the site to be improved with an institutional use that complies with the RMOD zoning classification and serves the community's social, educational, health, cultural, or recreational needs.
- ❑ The highest and best use of the subject property *as improved* is its present use as an office building operated by a public entity, which is a legal, conforming use.

***Method of Valuation***

In evaluating the subject property, consideration was given to all three methods of valuation, the Cost Approach, Sales Comparison Approach and Income Capitalization Approach. However, the only applicable method of valuation in appraising the subject property is the Sales Comparison Approach. This approach to value analyzes comparable sales in the market area to estimate the land value for the subject property. The Cost Approach and Income Capitalization Approach are not applicable for this appraisal, since only vacant land is included in the acquisition with no damages to the existing improvements or remainder property. The following comparable vacant land sales are analyzed to estimate the land value for the subject property:

**Comparable Vacant Land Sale No. 1**

Grantor: Downsville Lots E, F & G (72), LLC  
 Grantee: TRP Suburban Second, Inc.  
 Location: 17415 Progress Way, Hagerstown, MD  
 Map Reference: Tax Map 57, Parcel 634  
 Tax ID No.: 10-063957  
 Plat Reference: Lot 1, Washington County Plat No. 9719  
 Sale Price: \$2,590,000  
 Seller Concessions: none  
 Financing: Cash transaction  
 Settlement Date: July 28, 2009  
 Deed Reference: Liber 3712, Folio 359  
 Land Area: 14.00 acres  
 Unit Price/Acre: \$185,000/acre  
 Unit Price/Sq.Ft. \$4.25/sf  
 Zoning: Office, Research and Technology (ORT)  
 Utilities: Public water, sewer, electric & telephone  
 Topography: Fairly level & mostly cleared  
 Frontage/Access: A majority of the frontage is at road grade along Progress Way, Rench Road & Downsville Pike (Maryland Route 632)  
 Improvements: n/a  
 Verification: Grantor, tax record, recorded deed  
 Comments: The proposed storm water management area for this vacant, unimproved parcel will be on site. The motivation of the buyer is to improve the parcel with a data storage center. The site has good visibility along Downsville Pike and convenient access to Interstate 70 to the north.

**Discussion and Explanation of the Degree of Comparability to Subject Property:**

Sale Price (per sq. ft.)	\$4.25
Conditions of Sale	-0-
Adjusted Sale Price	\$4.25
Time	-0-
Time Adjusted Price	\$4.25
Size	-0-
Location	-40%
Topography	-0-
Shape/Utility	-0-
Frontage/Access	-0-
Available Utilities	-0-
Net Adjustment	-1.70
<b>Indicated Value (per sq.ft.)</b>	<b>\$2.55</b>

*Analysis of Sale:* A time adjustment is not necessary since the sale is indicative of current market activity. However, a minus adjustment is applied for the sale's superior location. Therefore, after applying the appropriate adjustment, the indicated value of the subject property is \$2.55 per square foot.

*Comparable Vacant Land Sale No. 1 – Photograph*



### Comparable Vacant Land Sale No. 1 – Recorded Plat

**NOTES**

1. TO FACE ON THE FRONT AND IN FIELD ON THE BACK AND ADJACENT LOTS AND AREAS LOCATED FOR DRAINAGE HAS BEEN LOCATED FOR EASEMENTS.
2. SEE PAGES 14 & 15 FOR
3. WATER AND SEWER SERVICE WILL BE PROVIDED BY THE POTOMAC POWER AND LIGHT COMPANY WATER AND SEWER DEPARTMENT. WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY.
4. SITE INFORMATION AND PHOTOGRAPHY WAS OBTAINED FROM AERIAL PHOTOGRAPHS DATED DECEMBER 2008.
5. SEE A ZONING DISTRICT OFFICE, ACCORDING TO THE ZONING DISTRICT OFFICE, ACCORDING TO THE ZONING DISTRICT OFFICE.
6. MINIMUM REQUIRED SETBACK LINES (WELL) SHALL BE 25 FEET FRONT, 25 FEET REAR AND 25 FEET SIDE.
7. THE ADDRESS OF THE INTERIOR WITHIN THE SUBDIVISION IS LESS THAN 400 FEET.
8. ACQUISITION AGREEMENT WILL BE ASSIGNED UPON COMPLETION OF A 30 DAY PERIOD OF RECORDS FOR A PERMIT AND EASES ON THE ENTRANCE LOCATION SHOWN ON THE PLAN. IF THE AGREEMENT IS CONSTRUCTED AT A DIFFERENT LOCATION, THE ADDRESS FOR THE SITE IS NOT, AND THE OWNER OF THE LOT MUST APPLY TO THE WASHINGTON COUNTY PLANNING DEPARTMENT FOR A NEW ADDRESS ASSIGNMENT.
9. A SITE PLAN SUBMITTED TO AND APPROVED BY THE WASHINGTON COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED PRIOR TO ANY DEVELOPMENT ON THE LOT. BUILDING OR CONCRETE PERMITS WILL NOT BE ISSUED UNLESS THE PLAN IS IN COMPLIANCE WITH THE ZONING AND ACQUISITION PLAN. PERMITS OBTAINED AND APPROVED BY THE WASHINGTON COUNTY PLANNING DEPARTMENT.
10. FOREST CONSERVATION IS REQUIRED FOR LOT 1 THROUGH 113 ACRES OF FOREST RESERVATION OF 100 ACRES AND 113 ACRES OF PAI-IN-LAND FOREST CONSERVATION. THE FOREST CONSERVATION SHALL BE IN ACCORDANCE WITH THE FOREST CONSERVATION REGULATIONS WDCR 12.17. THE DESIGNATED PORTION OF THE WEAVER FOREST CONSERVATION SHALL BE ACQUIRED BY THE WEAVER FOREST CONSERVATION. CONSERVATION SHALL BE ACCORDING TO THE FOREST CONSERVATION REGULATIONS WDCR 12.17. CONSERVATION SHALL BE ACCORDING TO THE FOREST CONSERVATION REGULATIONS WDCR 12.17.
11. THERE ARE NO KNOWN FLOODPLAINS, STREAMS AND WETLANDS AFFECTED BY THE PROPOSED DEVELOPMENT. THE PROPOSED DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE FLOODPLAIN REGULATIONS WDCR 12.17 AS REQUIRED TO BE IN ACCORDANCE WITH THE FLOODPLAIN REGULATIONS WDCR 12.17.
12. FROM THE PROPOSED DEVELOPMENT SHALL BE PROVIDED BY A DEVELOPER DESIGNATED FOR FUTURE LOT 114.
13. PERMITS SHALL BE OBTAINED FOR THE PROPOSED DEVELOPMENT AND SECTION 4.21 OF THE ZONING ORDINANCE APPLICABLE TO THE SITE.
14. STORMWATER MANAGEMENT FOR THE CONSTRUCTION OF PROPOSED LOT 114 SHALL BE PROVIDED FOR THE APPROVED PROJECTS BY A ROAD CONSTRUCTION PLAN.

**AREA SUMMARY**

**REMAINDER LOT E, F & C (72) LLC**  
 LOT E & F TOTAL AREA: 41.82 AC  
 REMAINDER DESIGNATED WEAVER FOREST CONSERVATION: 1.87 AC  
 LOT F: 27.95 AC  
 REMAINDER DESIGNATED WEAVER FOREST CONSERVATION: 1.87 AC  
 REMAINDER: 11.93 AC  
 REMAINDER: 30.02 AC

**LEGEND**

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- 460 - SLOPE GREATER THAN 2305%
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- 470 - SLOPE GREATER THAN 2355%
- 471 - SLOPE GREATER THAN 2360%
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- 479 - SLOPE GREATER THAN 2400%
- 480 - SLOPE GREATER THAN 2405%
- 481 - SLOPE GREATER THAN 2410%
- 482 - SLOPE GREATER THAN 2415%
- 483 - SLOPE GREATER THAN 2420%
- 484 - SLOPE GREATER THAN 2425%
- 485 - SLOPE GREATER THAN 2430%
- 486 - SLOPE GREATER THAN 2435%
- 487 - SLOPE GREATER THAN 2440%
- 488 - SLOPE GREATER THAN 2445%
- 489 - SLOPE GREATER THAN 2450%
- 490 - SLOPE GREATER THAN 2455%
- 491 - SLOPE GREATER THAN 2460%
- 492 - SLOPE GREATER THAN 2465%
- 493 - SLOPE GREATER THAN 2470%
- 494 - SLOPE GREATER THAN 2475%
- 495 - SLOPE GREATER THAN 2480%
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- 510 - SLOPE GREATER THAN 2555%
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- 512 - SLOPE GREATER THAN 2565%
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- 514 - SLOPE GREATER THAN 2575%
- 515 - SLOPE GREATER THAN 2580%
- 516 - SLOPE GREATER THAN 2585%
- 517 - SLOPE GREATER THAN 2590%
- 518 - SLOPE GREATER THAN 2595%
- 519 - SLOPE GREATER THAN 2600%
- 520 - SLOPE GREATER THAN 2605%
- 521 - SLOPE GREATER THAN 2610%
- 522 - SLOPE GREATER THAN 2615%
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- 528 - SLOPE GREATER THAN 2645%
- 529 - SLOPE GREATER THAN 2650%
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**Comparable Vacant Land Sale No. 2**

Grantor: AMS, LLC  
 Grantee: Greencastle Pike Property, LLC  
 Location: 11715 Greencastle Pike, Hagerstown, MD 21740  
 Map Reference: Tax Map 48, Parcel 921  
 Tax ID No.: 02-022788  
 Sale Price: \$1,052,400  
 Seller Concessions: none  
 Financing: Cash transfer with no mortgage on record  
 Settlement Date: January 10, 2014  
 Deed Reference: Liber 4696, Folio 46  
 Land Area: 8.18 acres (356,321 sq. ft.)  
 Unit Price: \$2.95/sf  
 Zoning: Highway Interchange (HI)  
 Utilities: Public water, sewer, gas, electric & telephone  
 Topography: level to gently rolling  
 Frontage/Access: 406.97' of frontage at road grade along the east side of Greencastle Pike  
 Improvements: none  
 Verification: MRIS, grantor, tax record, recorded deed  
 Comments: This property is a vacant, unimproved tract of land with good visibility along Greencastle Pike.

**Discussion and Explanation of the Degree of Comparability to Subject Property:**

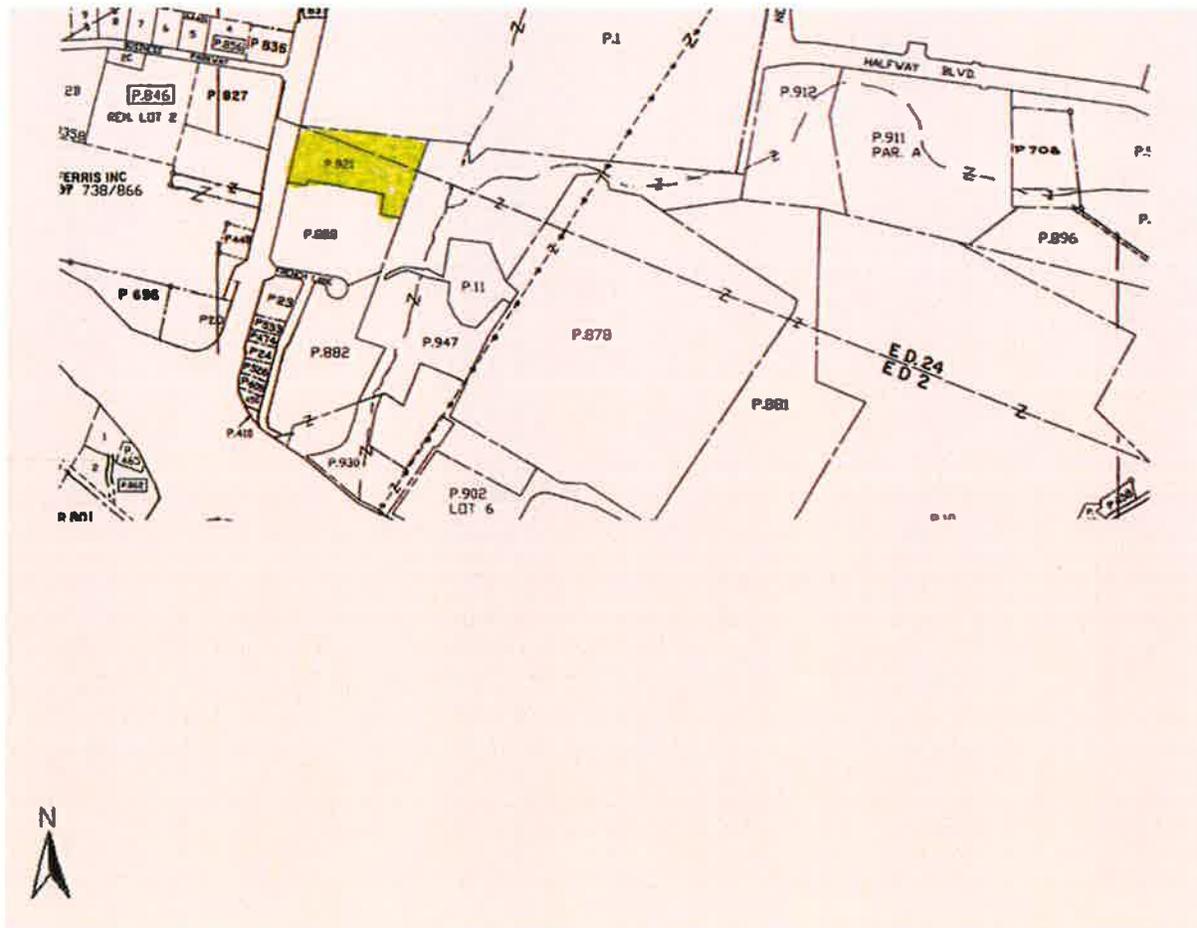
Sale Price (per sq. ft.)	\$2.95
Conditions of Sale	-0-
Adjusted Sale Price	\$2.95
Time	-0-
Time Adjusted Price	\$2.95
Size	-0-
Location	-0-
Topography	-0-
Shape/Utility	-0-
Frontage/Access	-0-
Zoning	-0-
Available Utilities	-0-
Improvements	-0-
Net Adjustment	-0-
<b>Indicated Value (per sq. ft.)</b>	<b>\$2.95</b>

*Analysis of Sale:* A time adjustment is not necessary since the sale is indicative of current market activity. In fact, no adjustments are necessary for this sale. Therefore, the indicated value of the subject property is \$2.95 per square foot.

*Comparable Vacant Land Sale No. 2 – Photograph*



*Comparable Vacant Land Sale No. 2 – Tax Map*



**Comparable Vacant Land Sale No. 3**

Grantor: 2004 Halfway Boulevard, LLC  
 Grantee: JD Oliver, LLC  
 Location: 16777 Halfway Blvd., Hagerstown, MD 21740  
 Map Reference: Tax Map 48, Parcel 926  
 Tax ID No.: 24-009912  
 Plat Reference: Lot 4, Washington County Plat Nos. 8162 & 8163  
 Sale Price: \$1,095,600  
 Seller Concessions: none  
 Financing: \$821,700 mortgage held by Fulton Bank, N.A.  
 Settlement Date: June 8, 2012  
 Deed Reference: Liber 4300, Folio 319  
 Land Area: 9.13 acres (397,703 sq. ft.)  
 Unit Price/Sq. Ft.: \$2.75/sf  
 Zoning: Highway Interchange (HI)  
 Utilities: Public water, public sewer, electric & telephone  
 Topography: Gently rolling & mostly cleared; floodplain, stream bed and forest conservation easement along the property's southern boundary line  
 Frontage/Access: Adequate frontage slightly above grade along Halfway Blvd.; nominal amount of frontage below grade near stream bed  
 Improvements: n/a  
 Verification: Grantor, tax record, recorded deed  
 Comments: This property is a vacant, unimproved tract of land with good visibility along Halfway Blvd.

**Discussion and Explanation of the Degree of Comparability to Subject Property:**

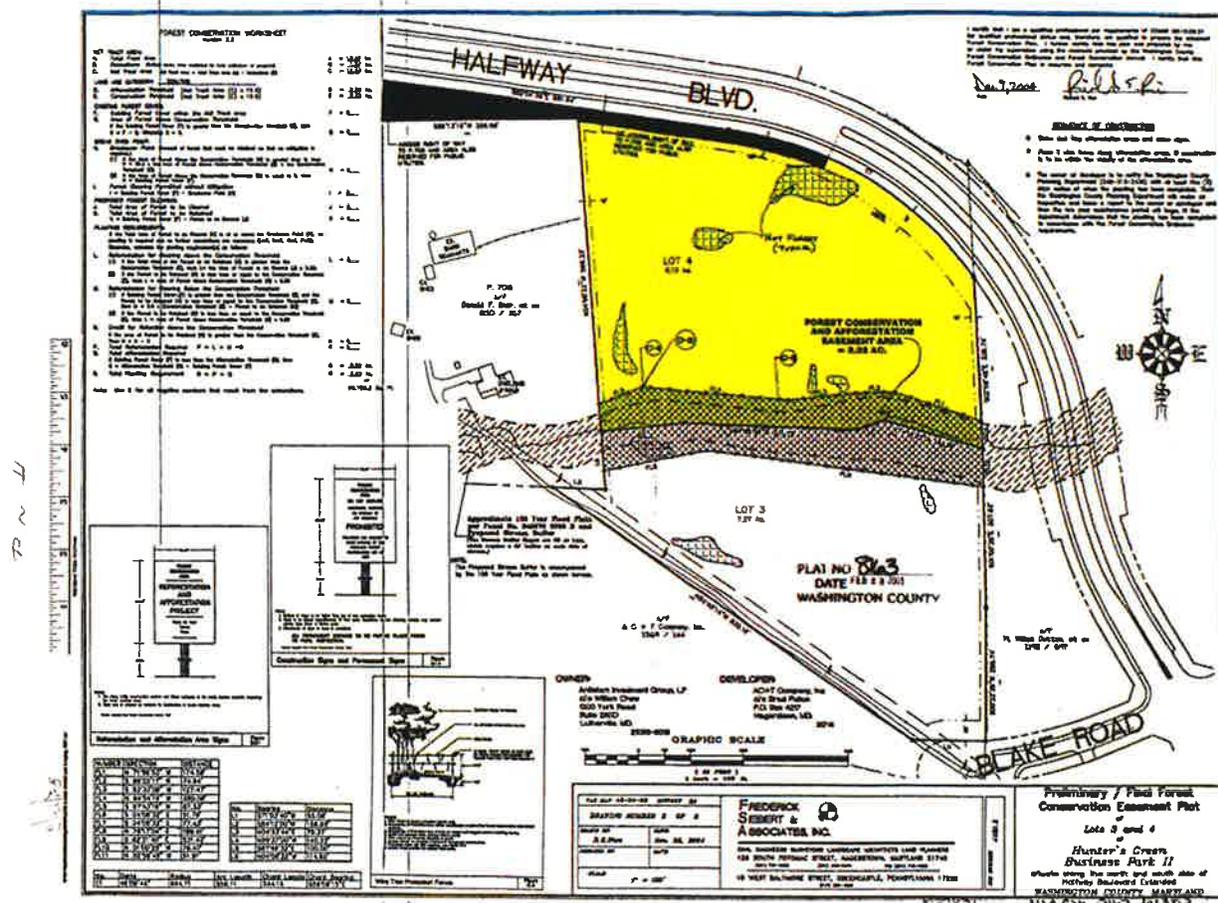
Sale Price (per sq. ft.)	\$2.75
Conditions of Sale	-0-
Adjusted Sale Price	\$2.75
Time	-0-
Time Adjusted Price	\$2.75
Size	-0-
Location	-0-
Topography	-0-
Shape/Utility	-0-
Frontage/Access	-0-
Zoning	-0-
Available Utilities	-0-
Improvements	-0-
Net Adjustment	-0-
<b>Indicated Value (per sq. ft.)</b>	<b>\$2.75</b>

*Analysis of Sale:* A time adjustment is not necessary since the sale is indicative of current market activity. In fact, no adjustments are necessary for this sale. Therefore, the indicated value of the subject property is \$2.75 per square foot.

*Comparable Vacant Land Sale No. 3 – Photograph*



Comparable Vacant Land Sale No. 3 – Recorded Plat



***Sales Comparison Approach: Summary of Comparable Vacant Land Sales***

A comprehensive review of comparable vacant land sales was conducted in the subject's market area to estimate the subject's land value. Recent comparable sales are limited in this market due to current market conditions, but the sales analyzed in this report are the most recent, similar and proximate available. Although each sale's zoning classification differs from the subject, various institutional uses are permitted by the RMOD, ORT, and HI zoning classifications. Based on the analysis of the sales, the indicated range of value for the subject property is \$2.55 to \$2.95 per square foot. In my opinion, an indicated value of \$2.75 per square foot is reasonable for the subject's land area containing 5.30 acres or 230,868 square feet. However, the portion of the site containing 0.25 acre encumbered with the undeveloped right-of-way is estimated at 90% of fee value. These conclusions consider the property's location, shape, utility, topography, available utilities, size, zoning classification, access, public road frontage, and trends in the immediate area. The calculations for the subject property's estimated land value in the *before position* are as follows:

***Calculations: Before Position***

Unencumbered land area:	$\$2.75/\text{sf} \times 230,868 \text{ sf} \times 100\%$	= \$634,887
Land encumbered with undeveloped right-of-way:	$\$2.75/\text{sf} \times 10,890 \text{ sf} \times 90\%$	= <u>\$ 26,953</u>
Total indicated value of subject property's land area (before position):		= \$661,840

***Reconciliation & Final Opinion of Value: Before Position***

Value Indicated by Cost Approach-----	not applicable
Value Indicated by Sales Comparison Approach -----	\$661,840.
Value Indicated by Income Capitalization Approach-----	not applicable

In estimating the final opinion of value for the subject property in the *before position*, all three approaches to value were considered. However, the only applicable method of valuation is the Sales Comparison Approach. Therefore, the estimated market value of the subject property in the *before position* is Six Hundred Sixty One Thousand Eight Hundred Forty Dollars (\$661,840) as of August 23, 2017. This opinion of value assumes a reasonable exposure time of 3 to 6 months. Also, this appraisal is based on the *extraordinary assumption* that the property is free and clear of any contamination. Furthermore, this appraisal is based on the *extraordinary assumption* that the existing, developed rights-of-way to Coffman Nursing Home, across the property identified as 1302 Pennsylvania Ave., are considered easements by prescription. Finally, this appraisal is based on the *hypothetical condition* that the subject property is a vacant, unimproved parcel of land, since none of the improvements are affected by the disposition or extinguished right-of-way. If found to be false, the aforementioned *extraordinary assumptions* and *hypothetical condition* could alter the opinions and/or conclusions contained in this report.

### *The Taking*

The unencumbered, fee simple portion of the disposition area contains 0.53 acre or 23,087 square feet and consists of an irregularly shaped parcel of land bordering an existing, paved right-of-way as shown on the concept plan included in the addenda of this report. With the exception of two storage sheds, underground utilities, a dumpster pad, and a fenced garden, the parcel is mostly unimproved with fairly level topography, an established lawn, and various mature trees. As discussed with the client at the time of inspection and stated in this report, this appraisal includes land only and does not include any of the aforementioned improvements.

A platted, undeveloped right-of-way containing 0.25 acre is imposed on part of the northern portion of the site identified as the shaded area on the concept plan. This area is located just north of the existing, paved right-of-way and northwest of the dumpster pad. The land encumbered by this right-of-way provides platted access to U.S. Route 11 and is unimproved with fairly level topography, an established lawn, and several mature trees. Since an existing, paved easement area, located south of the platted, undeveloped easement area, already provides vehicular ingress and egress to the contiguous property to the north (owned by Coffman Nursing Home, Inc.) by an easement by prescription, the platted, undeveloped easement is no longer necessary. Therefore, the portion of the site imposed with the undeveloped right-of-way is estimated at 10% of fee value and will be conveyed by the contiguous property owner, Coffman Nursing Home, Inc., to the owner of the subject property, Board of County Commissioners of Washington County, MD in order to extinguish this easement in perpetuity. Therefore, the estimated value of the taking is as follows:

*Calculations: The Taking*

Unencumbered land area:	$\$2.75/\text{sf} \times 23,087 \text{ sf} \times 100\%$	= \$63,489
Less land encumbered with the undeveloped right-of-way:	$\$2.75/\text{sf} \times 10,890 \text{ sf} \times 10\%$	= <u>\$ 2,995</u>
Total indicated value of the taking:		= \$60,494

### ***Value After The Taking***

The remainder property will contain 5.02 acres (218,671 square feet) with the platted, undeveloped right-of-way extinguished in perpetuity and 0.53 acre in fee simple conveyed to the contiguous land owner to the north (Coffman Nursing Home, Inc.). The remainder property will have similar access and the same highest and best use as before the acquisition. Therefore, the sales analyzed in the before position support the after value of the property. The estimated market value of the subject property after the taking is as follows:

***Calculation (After Position):***

Land area: 218,671 sf x \$2.75/sf = \$601,346.

### ***Summary of Values***

Before Value:	\$661,840
After Value:	\$601,346
Total Just Compensation:	\$ 60,494

## Qualifications of Appraiser - Michael C. Bowers

**BUSINESS NAME & ADDRESS:** Bowers Appraisal Service, LLP  
223 N. Prospect St., Suite 205, Hagerstown, MD 21740  
Phone: 301-739-7610; Cell: 301-992-2463  
Email: mike@bowersappraisal.com

**BUSINESS:** Real Estate Appraisals, Review Appraisals and Counseling for:  
Single Family Residential Properties, Two-Four Family Properties, Apartment Buildings,  
Agricultural Properties, Commercial and Industrial Properties, Vacant Land, Partial Takings,  
Right-of-Way & Easement Valuation

**EDUCATION:** St. Maria Goretti High School, Hagerstown, Maryland  
Loyola College in Maryland, Baltimore, MD - B.B.A. Degree in Finance  
Loyola University of Chicago - Spring Semester 1989, Rome, Italy

**LICENSES:** Maryland Certified General Real Estate Appraiser #40000436  
West Virginia Certified General Real Estate Appraiser #CG407  
Pennsylvania Certified General Real Estate Appraiser #GA003910

### PROFESSIONAL MEMBERSHIPS:

Designated SRA Member of the Appraisal Institute  
International Right of Way Association Member No. 5387

**SPECIAL TRAINING:** Successfully completed and passed exams for:

- Society of Real Estate Appraisers Course 101 "An Introduction to Appraising Real Property" in Nashville, TN, July 1990
- Society of Real Estate Appraisers Course 102 "Applied Residential Property Valuation" in Indianapolis, IN, November 1990
- Appraisal Institute Course "Capitalization Theory and Techniques, Part A" in San Jose, CA, July 1992
- Appraisal Institute Course "Capitalization Theory and Techniques, Part B" in San Jose, CA, July 1992
- Appraisal Institute Course 500 "Advanced Residential Form & Narrative Report Writing" in Greensboro, NC, June 2002
- Appraisal Institute Course 410 "Standards of Professional Practice, Part A" in Las Vegas, NV, November 1994
- Appraisal Institute Course 420 "Standards of Professional Practice, Part B" in Las Vegas, NV, December 1994
- Appraisal Institute Course 430 "Standards of Professional Practice, Part C" in Greensboro, NC, December 2000
- Appraisal Institute Course "Advanced Residential Applications & Case Studies, Part 1" in Indianapolis, IN, September 2006
- Appraisal Institute Course "Advanced Residential Report Writing, Part 2" in Indianapolis, IN, September 2006
- International Right of Way Assoc. Course 403 "Easement Valuation" in Baltimore, MD, October 1999

### EXPERIENCE:

- Full time work experience since 1990; apprentice with Richard L. Bowers, SRPA, SRA, SR/WA
- Lender Select List of Appraisers – U.S. Department of Housing & Urban Development since 1999
- Maryland Association of Appraisers, Regional Director, Western MD (1999-2004)

### QUALIFIED WITNESS:

- United States Federal Court, Baltimore, MD
- Washington County Circuit Court, Hagerstown, MD
- Washington County Board of Property Review
- Washington County Board of Zoning Appeals
- Orphans Court, Washington County, MD

### INSTRUCTOR:

- Maryland Association of Appraisers Seminar "Standards of Practice and Ethics for Appraisers" in November 1997, December 2000 & November 2001
- Maryland Association of Appraisers Course "Fundamental Principles" in May 2002

## Qualifications of Appraiser - Michael C. Bowers

### SEMINARS AND CONTINUING EDUCATION:

- Appraisal Institute Seminar “Business Practices & Ethics”, November 2016
- Appraisal Institute Seminar “Thinking Outside the Form”, November 2016
- Appraisal Institute Seminar “FHA Appraising for Valuation Professionals: FHA Single Family Housing Requirements”, December 2015
- Appraisal Institute Seminar “Advanced Internet Search Strategies”, February 2014
- Appraisal Institute Seminar “Uniform Appraisal Dataset Aftereffects: Efficiency vs. Obligation”, July 2013
- Appraisal Institute Seminar “Reviewing Residential Applications. & Using Fannie Mae Form 2000”, June 2013
- Appraisal Institute Seminar “Eminent Domain & Condemnation”, August 2012
- Appraisal Institute Seminar “Appraisal Curriculum Overview 1-Day Residential”, August 2011
- Appraisal Institute Seminar “The Uniform Appraisal Dataset from Fannie Mae & Freddie Mac”, July 2011
- Appraisal Institute Seminar “Real Estate Appraisal Operations”, April 2011
- Appraisal Institute Seminar “Residential Challenge: Declining Markets & Sales Concessions”, February 2011
- Appraisal Institute Seminar “Valuation of Detrimental Conditions in Real Estate”, February 2011
- Appraisal Institute Seminar “Analyzing Distressed Real Estate”, October 2010
- Appraisal Institute Seminar “FHA & The Appraisal Process”, September 2009
- Appraisal Institute Seminar “Forecasting Revenue”, September 2009
- Appraisal Institute Seminar “REO Appraisal: Appraisal of Residential Property for Foreclosure & Pre-foreclosure”, September 2008
- Employee Relocation Council (ERC) Seminar “Relocation Appraisal Training Program”, Nov. 2005
- Appraisal Institute Seminar “Appraisal of Local Retail Properties”, August 2004
- Appraisal Institute Seminar “Case Studies in Residential Highest & Best Use”, April 2004
- The Appraisal Foundation “2001 USPAP Update for Instructors & Regulators”, February 2001
- McKissock Seminar: “2016-2017 7-Hour National USPAP Update Course”, February 2016
- McKissock Seminar: “Pennsylvania State Mandated Law for Appraisers”, November 2016
- McKissock Seminar: “West Virginia Appraisal Law”, March 2015
- McKissock Seminar: “Reviewer’s Checklist”, March 2015
- McKissock Seminar: “Valuing Vacant Land and Sites”, March 2015
- McKissock Seminar: “UAD-Up Close and Personal”, March 2015

### CLIENTS SERVED:

#### *Lending Institutions & Trust Companies*

Bank of America	M&T Bank
Branch Banking & Trust (BB&T)	MidAtlantic Farm Credit, ACA
Bulldog Federal Credit Union	Middletown Valley Bank
CNB Bank	Orrstown Bank
First Mariner Bank	Patriot Federal Credit Union
First Community Bank of Mercersburg	Santander Bank
First United Bank and Trust	Susquehanna Bank
Fulton Bank	United Bank
HealthCare Family Federal Credit Union	Wells Fargo
Huntington National Bank	Washington County Teachers Federal Credit Union

#### *Public and Private Agencies*

Attorneys & Individuals  
 City of Hagerstown  
 CSX Transportation  
 Frederick County Public Safety Division  
 Frederick County Division of Public Works  
 Maryland Department of General Services  
 Maryland State Highway Administration  
 Maryland Transit Administration  
 National Park Service  
 Relocation Companies  
 U.S. Army Corps of Engineers  
 URS Corporation  
 Washington County Division of Public Works

## Assumptions and Limiting Conditions

- The legal description used in this report is assumed to be correct.
- No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.
- No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
- Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
- All mortgages, liens, encumbrances, leases and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover them.
- It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.
- It is assumed that all applicable zoning and use regulations and restrictions have been compiled with, unless a non-conformity has been stated, defined and considered in the appraisal report.
- It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefor.
- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
- The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
- Unless otherwise stated in this report, the existence of hazardous material\*, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.
- Unless otherwise noted in the body of this report, I have not completed nor have I contracted to have an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property.
- Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser's firm or professional organizations of which the appraiser is a member be identified without written consent of the appraiser.
- Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and general limiting conditions.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

\* Including but not limited to Urea-formaldehyde Foam Insulation, Radon Gas, USTs, Asbestos Products, Lead or Lead Based Products, Toxic Waste Contaminants, Mold

*Pictures of Subject Property*



View of fee taking containing 0.53 acre looking east from existing, paved right-of-way



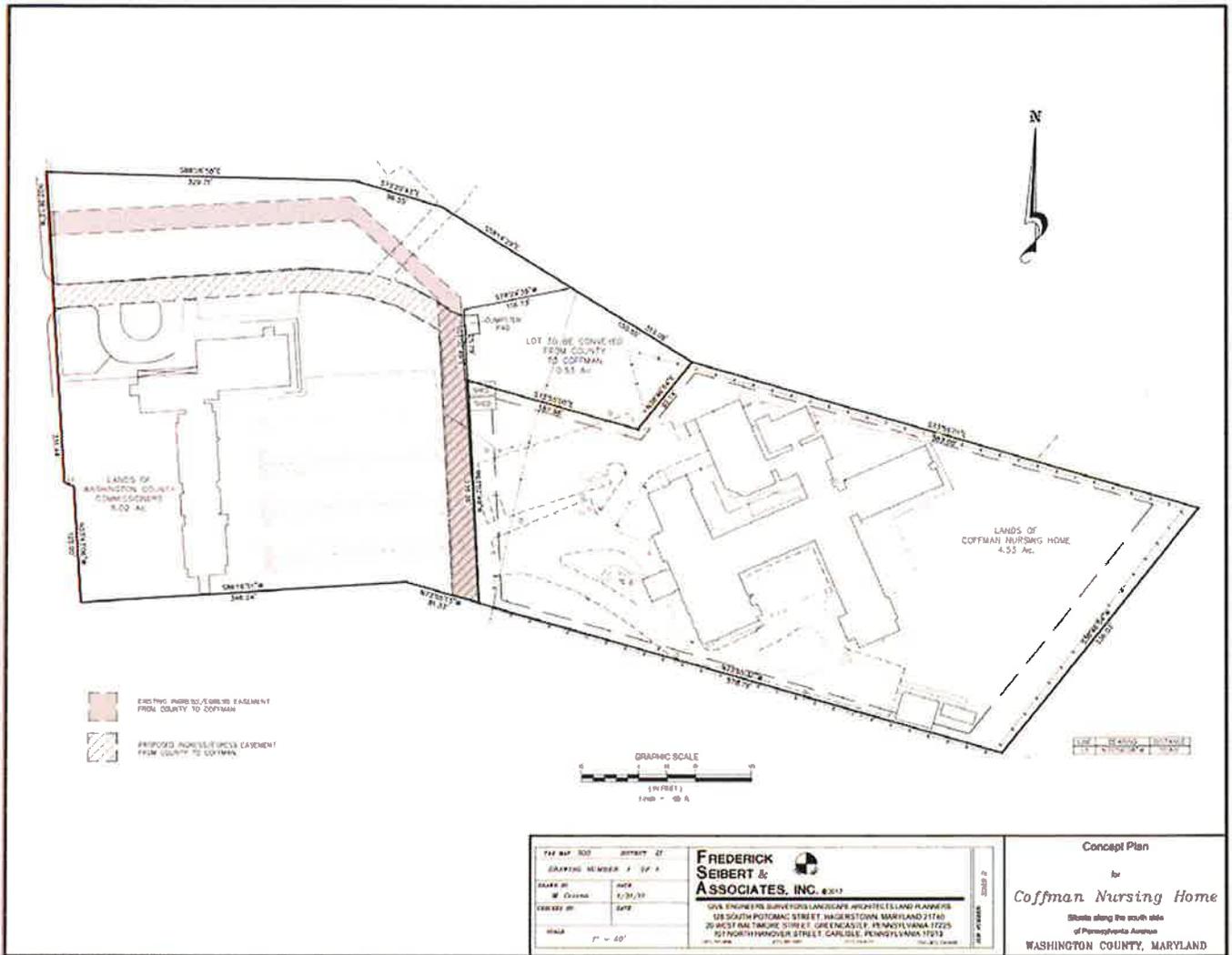
View of platted, undeveloped right-of-way containing 0.25 acre looking west

*Pictures of Subject Property*

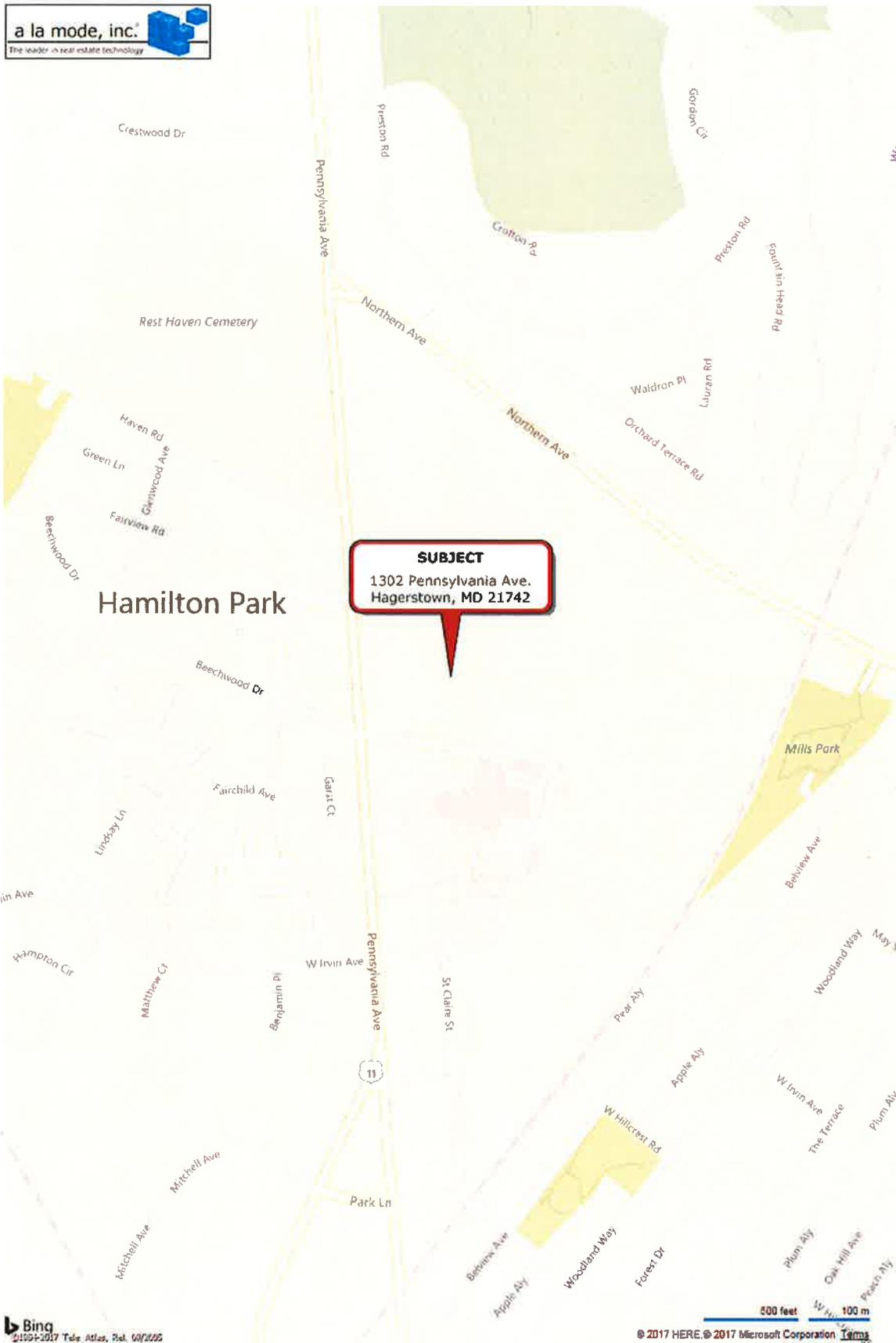


View of existing, paved right-of-way (easement by prescription) looking northwest

**Concept Plan**



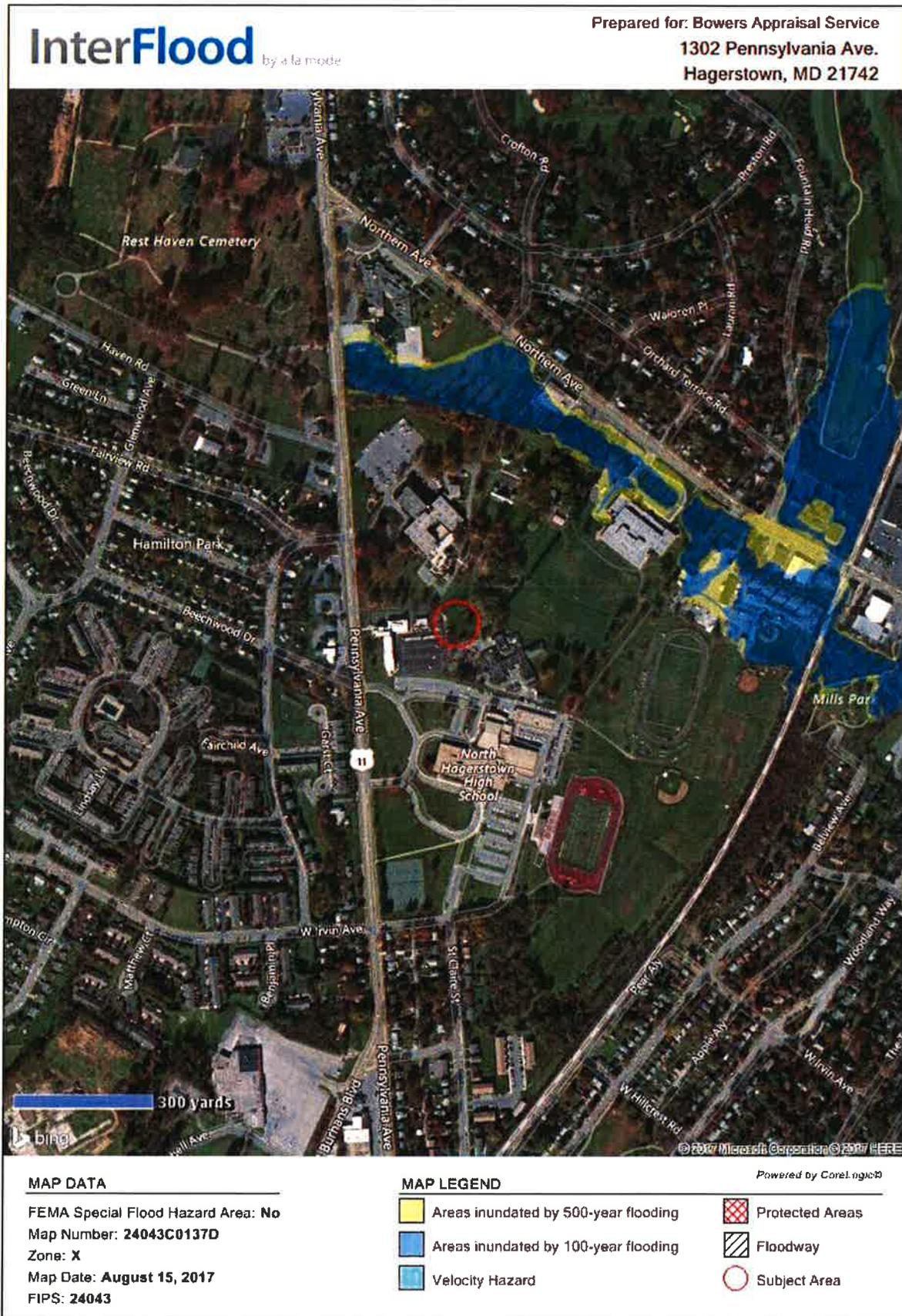
### Location Map



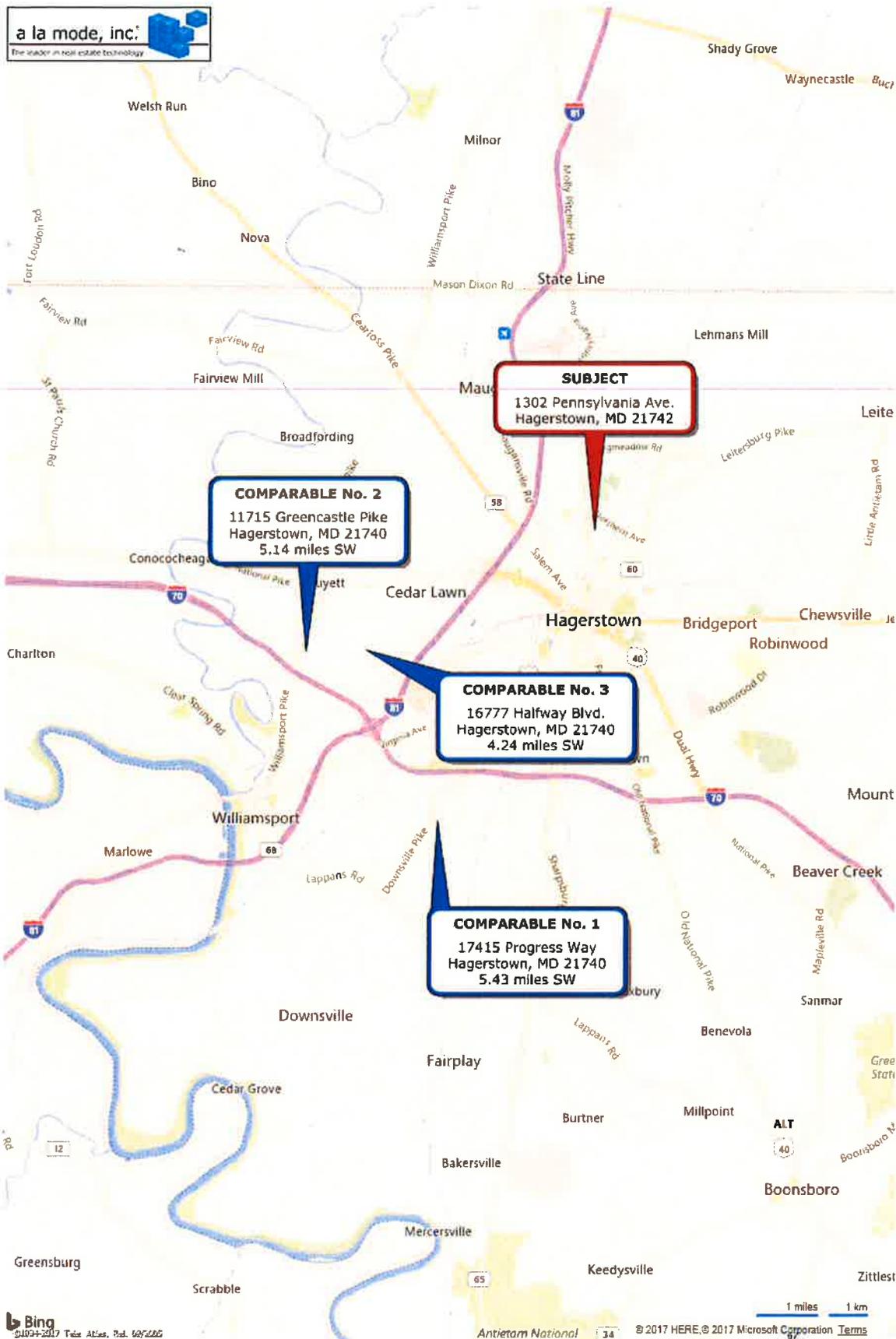
*Aerial Map*



### Flood Map



### Comparable Sales Map







## Agenda Report Form

### Open Session Item

**SUBJECT:** Public Hearing – Maryland Community Development Block Grant  
MD-07-CD-37 - Pen Mar Water Connections

**PRESENTATION DATE:** September 26, 2017

**PRESENTATION BY:** Susan Buchanan, Office of Community Grant Management

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** In accordance with 24 CFR 570.486(a) (5), Washington County must provide a public hearing to update and inform citizens on the progress of Community Development Block Grant MD-07-CD-37 - Pen Mar Water Connections.

**DISCUSSION:** The Maryland Community Development Block Grant Program (CDBG) is a federally funded program designed to assist units of local government with activities directed toward neighborhood revitalization, housing opportunities, economic development and improved public facilities and services. The State of Maryland, specifically the Department of Housing and Community Development (DHCD), has assumed the responsibility for the administration of the program from the U.S. Department of Housing and Urban Development (HUD).

In 2006, the County was awarded \$206,600 in CDBG funds to be utilized by the sub-recipient, the Community Action Council (CAC), to provide funding assistance to assist low and moderate income homeowners with the cost of connecting to the new water system in the Pen Mar area. During the two year grant period, the grant provided funding assistance to 11 households. Community Action Council faced challenges with getting residents of the Pen Mar/Cascade area to participate in the program despite numerous attempts to contact and qualify residents who needed water connections. As a result, only \$106,940 of grant funds were expended and the remainder returned to the State.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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