



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

June 24, 2025

### OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President John F. Barr*  
APPROVAL OF MINUTES: *June 3, 2025*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM STAFF COMMENTS
- 9:25 AM 1. YOUTH MERITORIOUS AWARD PRESENTATION  
*Richard Lesh, Grant Manager, Grant Management; Board of County Commissioners*
- 9:30 AM 2. FY26 HEALTHY FAMILIES HOME VISITING GRANT – APPROVAL TO SUBMIT APPLICATION  
*Richard Lesh, Grant Manager, Grant Management*
- 9:35 AM 3. MARYLAND 9-1-1 BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING  
*Alan Matheny, Director, Emergency Management; Richard Lesh, Grant Manager, Grant Management*
- 9:40 AM 4. DAY REPORTING CENTER – APPROVAL TO USE OPIOID RESTITUTION FUNDS  
*Maria Kramer, Director, Grant Management; Major Craig Rowe, Warden, Washington County Detention Center*
- 9:45 AM 5. MULTI-SIGNATURE CHANGE ORDER FOR COMPREHENSIVE HEALTH CARE SERVICES FOR INMATES – APPROVAL OF THE CHANGE ORDER  
*Major Craig Rowe, Warden, Washington County Sheriff's Office Detention Center*
- 9:50 AM 6. COMMUNITY LEGACY GRANT APPLICATION – REQUEST FOR APPROVAL  
*Jennifer Kinzer, Deputy Director, Planning & Zoning; Carsten Ahrens, Senior Grant Manager, Grant Management*
- 9:55 AM 7. HOPEWELL ROAD PROPERTY ACQUISITION  
*Todd Moser, Real Property Administrator, Engineering*

- 10:00 AM      8. ACCEPTANCE OF REAL PROPERTY, DECLARATION OF SURPLUS PROPERTY, AND INTENT TO CONVEY REAL PROPERTY FOR THE CHASE SIX BOULEVARD PROPERTY  
*Todd Moser, Real Property Administrator, Engineering*
- 10:05 AM      9. FORT RITCHIE CELL TOWER LEASE  
*Todd Moser, Real Property Administrator, Engineering; Andrew Eshleman, Director, Public Works*
- 10:10 AM      10. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE EASTERN PANHANDLE REGIONAL PLANNING & DEVELOPMENT COUNCIL (REGION IX) AND THE BOARD OF COUNTY COMMISSIONERS FOR WASHINGTON COUNTY REPRESENTING THE HAGERSTOWN/EASTERN PANHANDLE METROPOLITAN PLANNING ORGANIZATION (HEPMPO)  
*Jill Baker, Director, Planning and Zoning; Matt Mullenax, Executive Director, HEPMPO*
- 10:20 AM      11. WASHINGTON COUNTY TRANSIT – FACILITY EXPANSION FEASIBILITY STUDY  
*Andrew Eshleman, Director, Public Works; Shawn Harbaugh, Director, Transit; Matt Mullenax, Executive Director, Hagerstown/Eastern Panhandle Metropolitan Planning Organization; Troy Truax, Michael Baker International*
- 10:30 AM      12. THE COMMUNITY FREE CLINIC CHARITY TOURNAMENT – LICENSE AGREEMENT  
*Andrew Eshleman, Director, Public Works*
- 10:35 AM      13. BID AWARD (PUR-1749) POLE BARN BUILDING DESIGN AND CONSTRUCTION  
*Brandi Kentner, Director, Purchasing; Andrew Eshleman, Director, Public Works; Tom Gozora, Facility Administrator, Agricultural Education Center; Jay Miller, President, Agricultural Education Center Advisory Board*
14. QUOTATION AWARD (Q-25-800) ELECTION MANAGEMENT SOLUTION AND SERVICES FOR THE WASHINGTON COUNTY BOARD OF ELECTIONS  
*Brandi Kentner, Director, Purchasing; Barry Jackson, Director, Washington County Board of Elections*
15. REJECTION OF REQUEST FOR PROPOSAL (PUR-1743) EVENT PRODUCTION SERVICES  
*Brandi Kentner, Director, Purchasing; Danielle Weaver, Director, Public Relations and Marketing*

- 10:45 AM      16. CONTRACT AWARD (PUR-1747) NORTHWEST QUADRANT UTILITY EXPANSION AT THE HAGERSTOWN REGIONAL AIRPORT  
*Brandi Kentner, Director, Purchasing; Neil Doran, Director, Hagerstown Regional Airport*
17. SOLE SOURCE AWARD (PUR-1755) – MOYNO PUMPS FOR THE DEPARTMENT OF WATER QUALITY  
*Brandi Kentner, Director, Purchasing; Joe Moss, Deputy Director – Engineering Services, Water Quality*
18. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0195) 2024 FORD F-350 CREW CAB  
*Brandi Kentner, Director, Purchasing; Eric Jacobs, Assistant Director- Field Operations, Emergency Services*
19. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0193) FIVE (5) 2026 CHEVROLET EQUINOX AWD FOR THE DEPARTMENT OF PERMITS AND INSPECTIONS  
*Brandi Kentner, Director, Purchasing; Terry Feiser, Chief Building Inspector, Permits and Inspections*
20. CONTRACT AWARD (PUR-1726) – INSURANCE BROKERAGE AND RISK MANAGERMENTS SERVICES  
*Brandi Kentner, Director, Purchasing; Tracy McCammon, Risk Management Coordinator, Human Resources*
- 11:00 AM      21. 2025-2026 PROPERTY AND CASUALTY INSURANCE RENEWAL  
*Tracy McCammon, Risk Management Coordinator, Human Resources; Patrick Buck, CBIZ Insurance Services*
- 11:05 AM      22. ADOPTION OF THE RESOLUTION ADOPTING A FEE SCHEDULE FOR THE CIVIL CITATIONS OF THE WASHINGTON COUNTY FIRE PREVENTION CODE  
*Greg Cartrette, Director/Code Official, Permits and Inspections*
- 11:10 AM      23. MOU BETWEEN OFFICE OF STATE FIRE MARSHAL (OSFM) AND WASHINGTON COUNTY  
*Greg Cartrette, Director/Code Official, Permits and Inspections; Rosalinda Pascual, Deputy County Attorney*

11:15 AM 24. APPOINTMENT - WASHINGTON COUNTY ADMINISTRATIVE CHARGING COMMITTEE  
*Rosalinda Pascual, Deputy County Attorney*

25. REAPPOINTMENT– WASHINGTON COUNTY POLICE ACCOUNTABILITY BOARD  
*Rosalinda Pascual, Deputy County Attorney*

11:20 AM 26. APPROVAL OF SITING STUDY AND CVS 30% DESIGN STAGE REPORT FOR REPLACEMENT AIR TRAFFIC CONTROL TOWER  
*Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshelman, Director, Public Works*

11:25 AM 27. 2025 SAFER GRANT APPLICATION – REQUEST TO APPLY AND ACCEPT  
*R. David Hays, Director, Emergency Services*

11:30 AM CLOSED SESSION – *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals (1). Personnel matters are confidential, precluding discussion in open session.*

- *Discussion of hiring part-time position in DES.*
- *Appointment to County Board of Social Services*
- *Appointments to Agricultural Education Center Advisory Board*
- *Appointment to Tri-County Council for Western Maryland*
- *Hiring of Fire Plans Examiner in Permits and Inspections.*

*To consult with counsel to obtain legal advice on a legal matter (7). Open session discussion would breach attorney/client privilege.*

- *Update and legal advice from County Attorney concern*

*To consult with staff about potential litigation (8). Discussion in open session would damage litigation strategy in forthcoming collections actions.*

- *Discussion of billing/collections for hazardous spill clean ups.)*

12:25 PM RECONVENE IN OPEN SESSION FOR POTENTIAL ACTION ON CLOSED SESSION ITEMS

ADJOURNMENT





## Agenda Report Form

### Open Session Item

**SUBJECT:** Youth Meritorious Award Presentation

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Richard Lesh & Board of County Commissioners

**RECOMMENDED MOTION:** No motion or action is requested or recommended.

**REPORT-IN-BRIEF:** Throughout the school year the Board of County Commissioners present “Youth Meritorious Awards” to students attending both public and private schools or those being home schooled in Washington County. The following individual has been selected based on his scholastic achievement, leadership qualities, community service performed or other positive contributions to his community.

This exceptional youth has consistently worked and distinguished herself as model student and member of our County.

It is my pleasure to present the following youth for recognition today:

**Ariella Adjangba-Baker - Williamsport High School**

Parent(s) – Angela Baker

Nominated by Angela Baker

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** FY26 Healthy Families Home Visiting Grant – Approval to Submit Application and Accept Awarded Funding

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the submission of the grant application to the Maryland State Department of Education in the amount of \$400,000.00 and to accept funding as awarded.

**REPORT-IN-BRIEF:** The Washington County Office of Grant Management, on behalf of the Local Management Board, is seeking approval to submit a Fiscal Year 2026 Healthy Families Home Visiting grant application to the Maryland State Department of Education.

**DISCUSSION:** The Healthy Families Home Visiting Program is a comprehensive program modeled after a nationally renowned initiative Healthy Families America. The goals of the program are to prevent child maltreatment through early intervention, promote healthy growth, development, and strengthening of the parent-child relationship. This funding is valid from July 1, 2025 until June 30, 2026. Funding in the amount of \$6,606 is included in the award for County administrative support. No County funds are involved in this award.

**FISCAL IMPACT:** Provides \$6,606 for County administrative expenses.

**CONCURRENCES:** Maria Kramer, Director, Office of Grant Management

**ALTERNATIVES:** Deny acceptance of awarded funds

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Maryland 9-1-1 Board – Approval to Submit Application and Accept Awarded Funding.

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Alan Matheny, Director of Emergency Management, and Richard Lesh, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the submission of grant application to the Emergency Numbers Systems Board in the amount of \$2,681,763.76 and accept funding as awarded to fund a Multi-Site Geo-Diverse 911 System Upgrade under a comprehensive 5-year contract.

**REPORT-IN-BRIEF:** The Department of Emergency Communications is requesting approval for the submission of grant application and to accept grant funds in the amount of \$2,681,763.76 from the Emergency Numbers Systems Board for the costs to upgrade the 911 call center system to a Geo-Diverse system that will prevent all locations from being affected by a single disaster or event.

**DISCUSSION:** This Multi-Site system will provide multiple 911 call centers back-up service in case of a major disaster or event. The geo-diverse approach ensures that if one call center goes down due to a power outage, network outage, or other issues, calls can be rerouted to another operational site. Included in this funding request is:

- FortiGate Remote Access Firewalls with 5-years of FortiGuard Unified Threat Management, Patch Management, and Subscription Services.
- 5-year HP Extended Warranties for all servers and workstations.
- 5-years of VESTA Call Handling Software Support including:
  - Managed Services
  - Monitoring and Remediation
  - Anti-Virus Protection
  - Patch Management

This critical investment will enhance cybersecurity, ensure system redundancy and geo-diversity, and provide long-term sustainability and reliability of Washington County's emergency communication infrastructure.

**IMPACT:** Provides \$2,681,763.76 for the Department of Emergency Communications.

**CONCURRENCES:** Maria Kramer, Director, Office of 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:** Day Reporting Center- Approval to use Opioid Restitution Funds

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Maria Kramer, Director, Office of Grant Management and Major Craig Rowe, Warden, Washington County Detention Center

**RECOMMENDED MOTION(S):** Move to approve use of \$399,350 of the Opioid Restitution Local Direct Funds to support two programs at the Day Reporting Center for FY26.

**REPORT-IN-BRIEF:** Approval of this request will allow for two vital programs at the Day Reporting Center to be fully funded for FY26. These programs are Washington County Jail-Based Medication-Assisted Treatment Program and Recover, “Rebuild, & Reconnect” Reentry Workshops.

**DISCUSSION:** Applications for MOOR's competitive grant program for the Jail-Based MAT Program and "Recover, Rebuild, and Reconnect" Reentry workshops were submitted to the State for the FY26 funding cycle. Funding available for this competitive grant program comes from MOOR's state general funds. For FY26 the state received over 150 applications and cannot fund them all. In this funding cycle, the state has prioritized entities that do not have direct access to opioid settlement funds over those who do. This request is for approval to use \$399,350 from the Local Direct Funds for these two programs in FY26. These two programs are essential to the operations of the Day Reporting Center.

**FISCAL IMPACT:** Reduce the balance of the Opioid Restitution Local Direct Fund by \$399,350.

**CONCURRENCES:** Office of Grant Management, Budget and Finance, and Washington County Sheriff's Office.

**ALTERNATIVES:** Deny use of funding

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Multi-Signature change order for Comprehensive Health care Services for Inmates – Approval of the Change Order.

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Major Craig Rowe, Warden, Washington County Sheriff's Office, Detention Center.

**RECOMMENDED MOTION:** Move to approve the Multi-Signature Change Order from \$3,853,910.00 to \$4,308,970.00, an increase of \$455,060.00 for inmate medical claims exceeding the amount originally budgeted. The State of Maryland reimburses the County for claims exceeding a total of \$25,000 per inmate. The County expects to receive reimbursement of \$308,477.84. The remainder can be absorbed in the FY25 budget.

**REPORT-IN-BRIEF:** The Washington County Sheriff's Office, Detention Division is requesting approval of the multi-signature change order so that invoices for June billing and catastrophic billing can be paid and then submitted to the State for reimbursement.

**DISCUSSION:** The contract with PrimeCare Medical, Inc. states in the "scope of work, section W" that "The Center shall also, upon receiving the appropriate documentation from the contractor, file for and reimburse the contractor for any funds received from the State of Maryland for any individual inmate in excess of \$25,000 per fiscal year pursuant to Maryland Code, Correctional Services Articles, Section 9-405." The detention center must pay these medical fees then invoice the State of Maryland in order to receive reimbursement.

**FISCAL IMPACT:** The County will be reimbursed \$308,477.84 from the State of Maryland and the remainder will be covered by savings in other budget line items.

**CONCURRENCES:** Purchasing Department and Chief Financial Officer

**ALTERNATIVES:** The medical fees have been incurred in FY25 and must be paid.

**ATTACHMENTS:** Multi-Signature Change Order Form

**AUDIO/VISUAL NEEDS:**

**BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY MARYLAND  
100 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND 21740-4735  
CHANGE ORDER**



TO: PrimeCare Medical, Inc.  
Consultant: 3940 Locust Lane  
Contractor: Harrisburg, PA. 17109  
Vendor: Attn: Derek Hughes

CHANGE ORDER NO.	1	PURCHASE ORDER NO.	32358
CONTRACT NO.	PUR 1423	P.S. ACCOUNT NO.	515285-10-11320

Project Title: Comprehensive Health Care Services for Inmates Date: Jun 5, 2025

The contract time will: ☐ increase ☐ decrease ☒ remain the same by:  ☐ calendar days ☐ working days

**Description of Change:**

Change is needed for the June billing due to paying for the medical bills for inmates in excess of \$25,000 which will be reimbursed by the State of Maryland once proof of payment is submitted to the State and because the contracted amount for FY25 is \$3,998,188.91 however the line was only budgeted \$3,853,910. There is an additional \$455,060 needed to be paid and added to the Purchase Order. There is enough funding in the Detention FY25 Budget so that there is no need for additional funding. In addition the State will be reimbursing the County \$308,477.84.

**Reason for Change:**

The contract with PrimeCare states in scope of work, section W that "The Center shall also, upon receiving the appropriate documentation from the Contractor, file for and reimburse the Contractor for any funds received from the State of Maryland for any individual inmate in excess of \$25,000 per fiscal year pursuant to Maryland Code, Correctional Services Articles, Section 9-405." The Detention Center has paid \$308,477.84 for inmates that comes out of the budget with reimbursement going into the general fund. These overages cannot be budgeted for due to not having prior knowledge these inmates would have the medical conditions that they have.

The completion date, incorporating the changes included in this change order, is:	Jun 30, 2025
The original contract sum was:	\$3,853,910.00
Net changes by previous change orders:	\$0.00
Contract sum prior to this change order:	\$3,853,910.00
By this Change Order, the contract sum will be changed by:	\$455,060.00
The new contract sum including this change order will be:	\$4,308,970.00

**The Consultant/Contractor/Vendor shall not commence with the work described hereon until this form is executed by all agents**

Consultant:

Finance:

Contractor/Vendor: PrimeCare Medical, Inc. Digitally signed by PrimeCare Medical, Inc.  
Date: 2025.06.05 14:23:46 -04'00'

Purchasing:

Approving Agency: Major Craig Rowe Digitally signed by Major Craig Rowe  
Date: 2025.06.05 13:40:58 -04'00'

County Administrator:

**Outside County Entities: Please email the signed form to [ChangeOrder@washco-md.net](mailto:ChangeOrder@washco-md.net).**



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Community Legacy Grant Application – Request for Approval

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Jennifer Kinzer, Deputy Director, Department of Planning & Zoning, Carsten Ahrens, Sr. Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve submission of the grant application for rehabilitation of Fort Ritchie Building 603 to the Maryland Department of Housing & Community Development (DHCD) in the amount of \$800,000, and subsequently accept awarded funding and enter into a subrecipient agreement with Cascade Properties, LLC.

**REPORT-IN-BRIEF:** The Department of Planning & Zoning is requesting permission to submit a grant application to and accept funding awarded from the DHCD's Community Legacy grant program on behalf of Cascade Properties, LLC. The request for \$800,000 is to assist with the costs for Phase One of rehabilitating Building 603 to facilitate future development of the former Fort Ritchie Property.

**DISCUSSION:** As part of the continuing efforts in the Fort Ritchie Redevelopment Project, Cascade Properties, LLC intends to rehabilitate Building 603 and convert it into a 'Boutique Hotel' at Historic Fort Ritchie, which will provide a new location for overnight lodging in the Fort Ritchie - Cascade Sustainable Communities area. The rehabilitation of this 30,000+/- square foot building will pay homage to the Fort's historic past and will be another significant addition to Fort Ritchie's Revival. This project will be completed in two phases; the cost estimate for Phase One is \$1,612,289 and the total project cost is estimated at \$3,221,026. This is a shovel ready project.

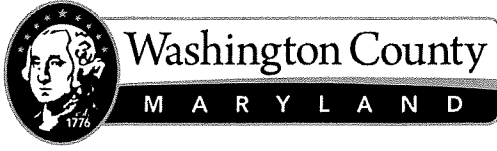
**FISCAL IMPACT:** Grant funds would provide up to \$800,000 for building rehabilitation. The grant does not require any matching fund contribution from the County and any remaining balance on the project will be the responsibility of Cascade Properties, LLC.

**CONCURRENCES:** Jill Baker, Director, Department of Planning & Zoning, and Maria Kramer, Director, Office of Grant Management

**ALTERNATIVES:** Reject involvement with the project.

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Hopewell Road Property Acquisition

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Todd Moser, Real Property Administrator, Division of Engineering

**RECOMMENDED MOTION:** Move to approve the option agreement for partial property acquisition including fee simple and easements for 10833 Hopewell Road and Parcel 704 Lot 1 on Hopewell Road in Williamsport; and approve an ordinance approving said purchase; and to authorize the execution of the necessary documentation to finalize the acquisition.

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

Address	Zoning	Fee Simple	Easements	Acquisition Cost
10833 Hopewell Road	RT	943 SF	4,869 SF	\$2,290.00
Parcel 704 Lot 1	RT	N/A	1,754 SF Perpetual Easement, 3,146 SF Temporary Construction Easement	\$2,210.00

**DISCUSSION:** This is for a culvert replacement on Hopewell Road and road realignment of Wright Road.

**FISCAL IMPACT:** CIP budgeted project.

**CONCURRENCES:** N/A

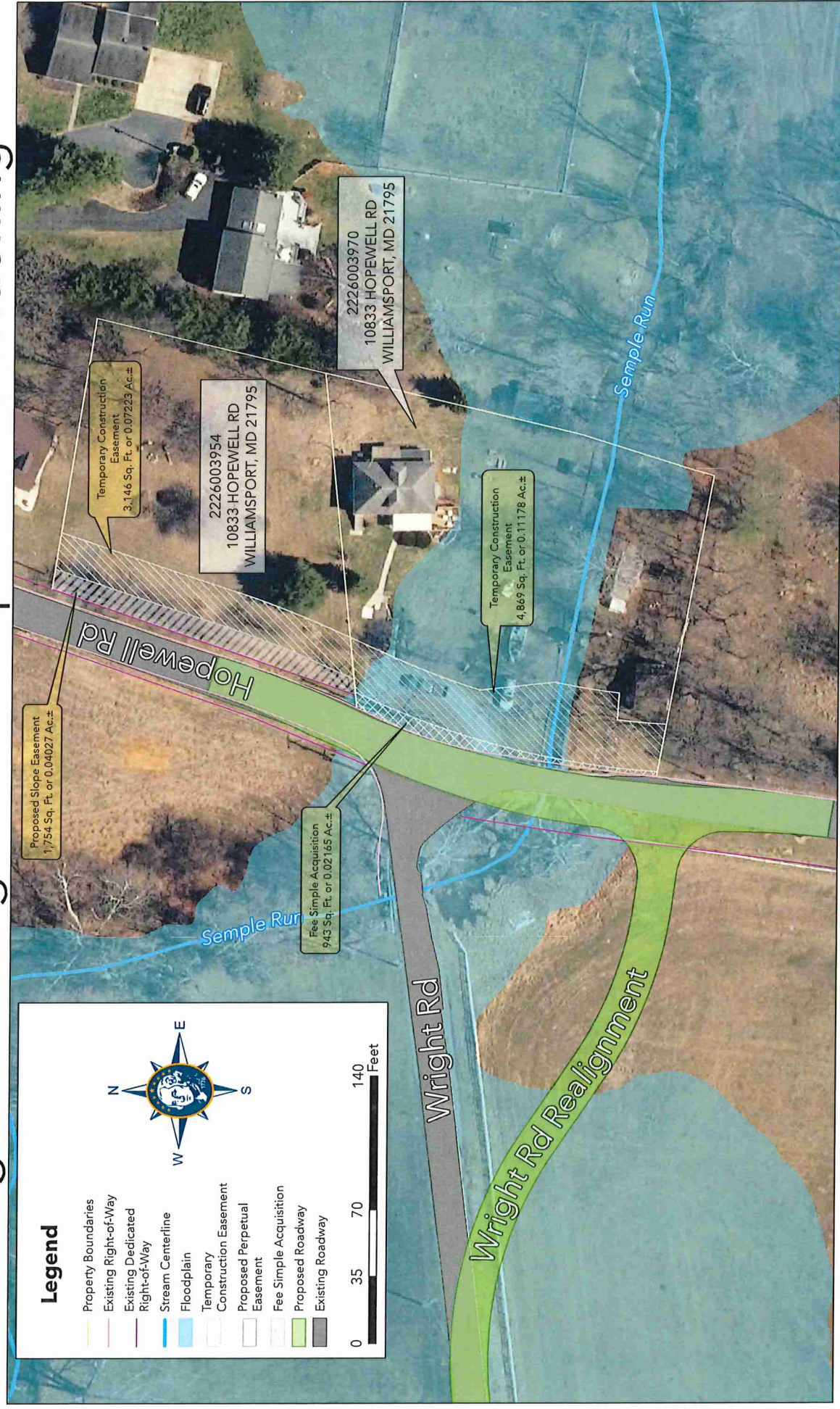
**ALTERNATIVES:** N/A

**ATTACHMENTS:** Aerial Map, Ordinance

**AUDIO/VISUAL NEEDS:** Aerial Map



# Wright Rd Realignment / Hopewell Rd Widening



ORDINANCE NO. ORD-2025-

**AN ORDINANCE TO APPROVE THE PURCHASE OF REAL PROPERTY**

*(Wright/Hopewell Road Improvements – Byrd Properties)*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the “County”) believes that it is in the best interest of the citizens of Washington County to acquire certain real properties identified on the attached Exhibit A (the “Properties”) to be used for public purposes.
2. The County approved the acquisition of the Properties on June 24, 2025.
3. A public hearing was not required by Section 1-301(b)(2), of the Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Properties are not to be expended from the General Fund of the County.
4. The acquisition of the Properties is necessary for improvements to Wright and Hopewell Road(s) in Washington County, Maryland.

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to legal sufficiency:

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

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

## EXHIBIT A--DESCRIPTION OF PROPERTY

### Election District No. 02

### Parcel 552

Situate along the east side of Hopewell Road in District 02 in Washington County, Maryland,

#### **Fee Area:**

**Beginning** at the intersection of northern boundary of the lands of Donald M. Bowman and Jone L. Bowman as described in a deed dated April 14, 1983, and being recorded among the Land Records of Washington County, Maryland in Liber 741 at folio 884 and the eastern margin of the existing Right of Way line observed to be ten (10) foot offset from the centerline in accordance with a deed recorded in the said Land Records in Road Book 1 on Pages 247-249, Said point being fifteen (10) feet right of and perpendicular to *Existing* centerline of Hopewell Road's station 18+95.20 thence with the existing Right of Way line for the following three (3) courses, the first being a curve to the right having a radius of 1323.50 feet, a length of 56.05 feet, a delta of 2° 25' 35" and a bearing and distance of

- 1) North 07° 37' 25" East                      56.04 feet, thence
- 2) North 08° 50' 12" East                      32.55 feet, thence by a reverse curve to the right having a radius of 204.74 feet, a length of 55.90 feet, a delta of 15° 38' 42" and a bearing and distance of
- 3) North 16° 39' 33" East                      55.73 feet thence by a reverse curve to the left having a radius of 686.74 feet, a length of 18.84 feet, a delta of 1° 34' 20" and a bearing and distance of
- 4) North 24° 54' 58" East                      18.84 feet, to a point in the southern boundary of the lands of the lands of Richard A. Byrd and Peggy L. Byrd (Liber 528, folio 568), thence departing the said existing right of way line with the southern boundary of the lands of Richard A. Byrd and Peggy L. Byrd (Liber 528, folio 568)
- 5) North 84° 16' 11" East                      9.19 feet, thence departing the southern boundary of the lands of Richard A. Byrd and Peggy L. Byrd (Liber 528, folio 568) over and across the lands of the grantor, Richard A. Byrd and Peggy L. Byrd (Liber 478, folio 595) by a new of Right of Way course hereby established, the being a non-tangent curve to the left having a radius of 438.49 feet, a length of 166.17 feet, an delta of 21° 42' 46" and a bearing and distance of

- 6) South 14° 37' 53" West 165.18 feet to a point in the norther line of the land of Donald M. Bowman and Jone L. Bowman (Liber 741, folio 884), thence with the northern boundary of the lands of Donald M. Bowman and Jone L. Bowman (Liber 741, folio 884)
- 7) North 79° 21' 06" West 3.84 feet, feet to the point of beginning containing 943 Square feet or 0.02165 acre of land more or less.

**Being** part of the lands conveyed from Bernadene Zombro Voorhees and Edward A. Voorhees to Richard A. Byrd and Peggy L. Byrd by deed dated October 7, 1968, and recorded among the land records of Washington County, Maryland in Liber 478 at folio 595.

**TOGETHER** with the right to use the area designated **TEMPORARY EASEMENT to be Used Only during the Period of Construction**, encompassing 4,869 square feet or 0.11178 acre of land, more or less; the outline(s) of which are graphically depicted on the said Right-of-Way Plat No.100-10-621. The purpose of the Temporary Easements shall be to provide working space for grading and access upon GRANTORS' property during the performance of the impending Washington County Division of Engineering Contract No. 515000-30-11620-DNG040-MGMT-000000 Hopewell Road Culvert 02/02. The Temporary Easement shall revert to the Grantors by operation of law upon the completion and acceptance of the Project by the County.

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

**Parcel 704**

Situate along the east side of Hopewell Road in District 02 in Washington County, Maryland,

**Perpetual Easement Area:**

**Beginning** at a point in the northern boundary of the lands of Richard A. Byrd and Peggy L. Byrd as described in a deed dated October 7, 1968, and recorded among the Land Records of Washington County, Maryland in Liber 478 at folio 595, Said point being fifteen and eighty-nine hundredths (15.89) feet right of and perpendicular to *Existing* centerline of Hopewell Road's station 20+64.86 thence with the existing western platted boundary of the lands of the Grantor, (Liber 478, folio 595)

- 1) North 19° 04' 32" East 170.00 feet to a point in the southern boundary of the lands of Cleonica A. Sutch (Liber 1584, folio 899), thence

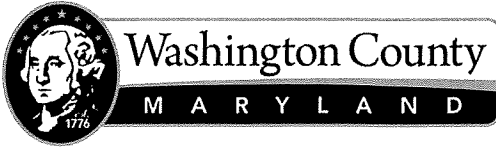
with the southern boundary of the lands of Cleonica A. Sutch (Liber 1584, folio 899)

- 2) South 80° 53' 05" East 10.44 feet thence departing the southern boundary of the lands of Cleonica A. Sutch (Liber 1584, folio 899) over and across the lands of the grantor, Richard A. Byrd and Peggy L. Byrd (Liber 528, folio 568) by a new of lines of easement hereby established, the first being a non-tangent curve to the left having a radius of 6377.00 feet, a length of 101.37 feet, an delta of 0° 54' 39" and a bearing and distance of
- 3) South 18° 28' 05" West 101.37 feet thence by a reverse curve to the right having a radius of 480.00 feet, a length of 44.65 feet, a delta of 5° 19' 48" and a bearing and distance of
- 4) South 21° 34' 27" West 44.64 feet, thence
- 5) South 24° 14' 21" East 22.52 feet to a point in the northern boundary of the lands of Richard A. Byrd and Peggy L. Byrd (Liber 478, folio 595), thence with the northern boundary of the lands of Richard A. Byrd and Peggy L. Byrd (Liber 478, folio 595)
- 6) South 84° 16' 11" West 8.14 feet to the point of beginning containing 1,754 Square feet or 0.02165 acre of land more or less.

**Being** part of the lands conveyed from Herbert S. Robins and Ingeborg W. Robins to Richard A. Byrd and Peggy L. Byrd by deed dated July 15, 1971, and recorded among the land records of Washington County, Maryland in Liber 528 at folio 568.

**TOGETHER** with the right to use the area designated **TEMPORARY EASEMENT to be Used Only during the Period of Construction**, encompassing 3,146 square feet or 0.07222 acre of land, more or less; the outline(s) of which are graphically depicted on the said Right-of-Way Plat No.100-10-621.The purpose of the Temporary Easements shall be to provide working space for grading and access upon GRANTORS' property during the performance of the impending Washington County Division of Engineering Contract No. 515000-30-11620-DNG040-MGMT-000000 Hopewell Road Culvert 02/02. The Temporary Easement shall revert to the Grantors by operation of law upon the completion and acceptance of the Project by the County.

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Acceptance of Real Property, Declaration of Surplus Property, and Intent to Convey Real Property for the Chase Six Boulevard Project

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Todd Moser, Real Property Administrator, Division of Engineering

**RECOMMENDED MOTION:** Move to approve the acceptance of real property conveyance from the Washington County Board of Education (BOE) concerning property consisting of +/- 1.61 acres located on the eastern margin of Maryland Route 66, also known as Mapleville Road; to adopt the ordinance declaring the property as surplus; to approve conveyance of the same; and to authorize execution of the necessary documentation to finalize conveyance for zero consideration to Town of Boonsboro and SHA.

**REPORT-IN-BRIEF:** The Board of County Commissioners previously approved a Memorandum of Understanding (MOU) between the County, BOE, and Town of Boonsboro on May 20, 2025, for the transfer of real property.

**DISCUSSION:** The County's sole purpose and intent in accepting the transfer of the proposed surplus property is to act as a pass-through entity to facilitate transfer of proposed surplus property to the Town of Boonsboro and BOE for the Chase Six Boulevard Project. The Chase Six Boulevard project and Campus Avenue realignment is expected to increase vehicle and pedestrian safety around the campus.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Ordinance, Plat

**AUDIO/VISUAL NEEDS:** Plat



TAX ID #06-023274 (WASHINGTON COUNTY #645)  
TAX ID #06-008321 (TOWN OF BOONSBORO)  
TAX ID #06-018805 (MILITARY PROPERTY)

ADDITION PLAT

THE TOWN OF BOONSBORO  
LIBER XXXX FOLIO XXX  
(PARCEL 'A')

ADDITION TO

THE TOWN OF BOONSBORO  
LIBER 793 FOLIO 420, PARCEL 1  
AND

ADDITION TO

THE TOWN OF BOONSBORO  
LIBER XXXX FOLIO XXXX  
(PARCEL 'B')

ADDITION TO

WASHINGTON COUNTY  
BOARD OF EDUCATION  
LIBER 354 FOLIO 413  
AND

ADDITION TO

THE TOWN OF BOONSBORO  
LIBER 793 FOLIO 420, PARCEL 1  
(PARCEL 'D')

ADDITION TO

WASHINGTON COUNTY  
BOARD OF EDUCATION  
LIBER 354 FOLIO 413  
AND

ADDITION TO

WASHINGTON COUNTY  
BOARD OF EDUCATION  
LIBER 354 FOLIO 413  
(PARCEL 'E')

ADDITION TO

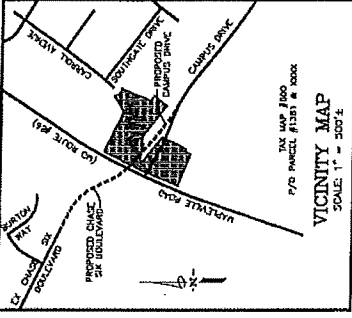
TOWN OF BOONSBORO  
LIBER 793 FOLIO 420, PARCEL 1  
FINAL PLAT

LOT 1 & OUTLOT 'X', SECTION ONE  
WASHINGTON COUNTY  
BOARD OF EDUCATION  
PROPERTY

SITUATED ON MAPLEVILLE ROAD (MARYLAND ROUTE #66)  
TOWN OF BOONSBORO  
BOONSBORO ELECTION DISTRICT #6  
WASHINGTON COUNTY, MARYLAND

SCALE: 1" = 50' APRIL 2025 JOB No. 00-081

RECORDED PLAT NUMBER

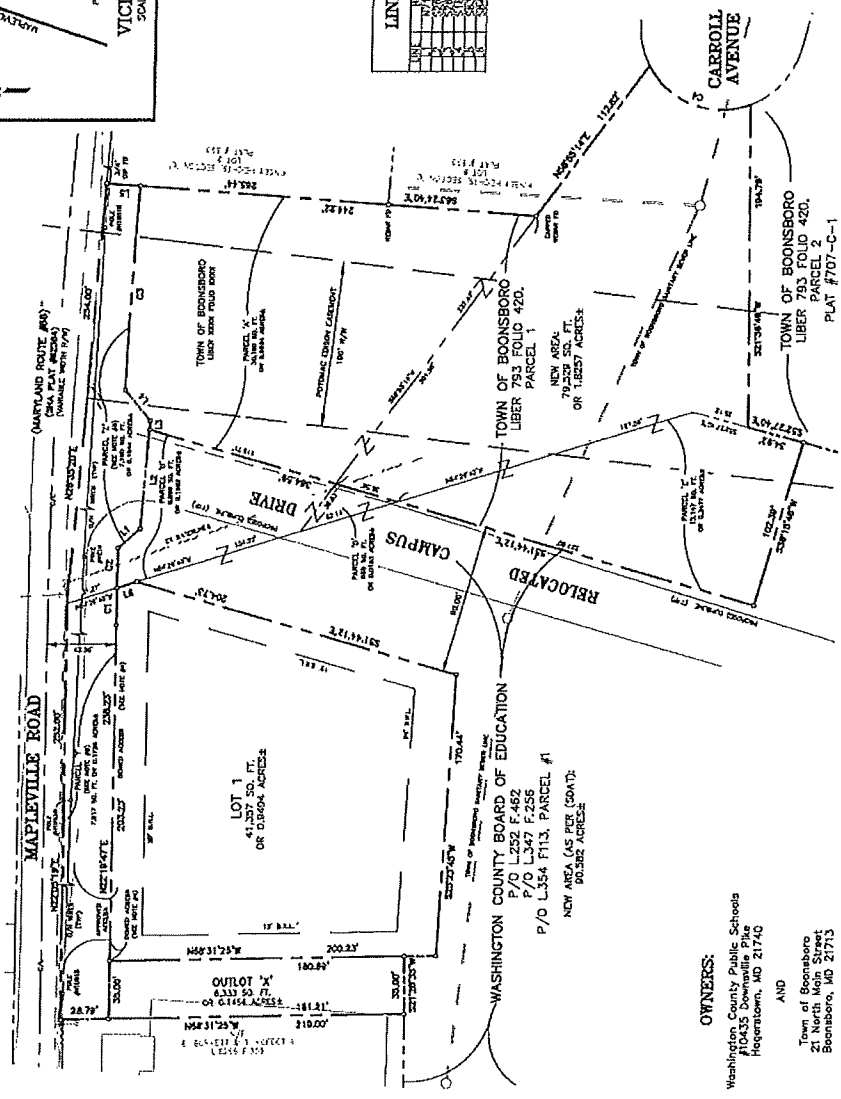


LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 15' 00" E	100.00
2	S 89° 15' 00" E	100.00
3	S 00° 00' 00" E	100.00
4	N 89° 15' 00" W	100.00
5	N 00° 00' 00" W	100.00
6	N 89° 15' 00" E	100.00

CURVE TABLE

CURVE	ANGLE	CHORD	CHORD BEARING	DELTA
1	90.00	100.00	N 00° 00' 00" E	90.00
2	90.00	100.00	S 00° 00' 00" E	90.00
3	90.00	100.00	S 89° 15' 00" E	90.00
4	90.00	100.00	N 89° 15' 00" E	90.00



SHEET 1 OF 2  
SEE PAGE 2 FOR AREA TABULATIONS,  
CERTIFICATIONS & SIGNATURES

MINIMUM BUILDING  
RESTRICTION LINES  
(RTI)  
FRONT: AS SHOWN  
SIDE: 15'  
REAR: 25'

© BARDO, 2025



NOTES:  
1. Current zoning: Town Residential 1 (subject to 2nd use requirements).  
2. All lot lines and boundary lines are hereby reserved along all lot lines unless otherwise noted.  
3. Public water and sewerage easements are shown as noted.  
4. Access is denied to Mapleville Road, except as noted.  
5. The plat is subject to the provisions of the State Highway Administration as per 24A Pl. #0204, 24A  
will ensure the area shown for the purpose of this information has been provided to them from the current  
owner.  
6. Outlot 'X' is to be transferred to the Town in fee simple.

OWNERS:

Washington County Public Schools  
#10435 Downsville Pike  
Hagerstown, MD 21740

AND

Town of Boonsboro  
21 North Main Street  
Boonsboro, MD 21713

TOWN OF BOONSBORO, MARYLAND	
DATE	MAYOR
TOWN OF BOONSBORO, MARYLAND	
DATE	PLANNING CHAIR
TOWN OF BOONSBORO, MARYLAND	
DATE	BMCC CHAIR

### OWNER'S CERTIFICATION AND DEDICATION

Date \_\_\_\_\_

[illegible]

Area of dedication (See Note #5)	14,677 S.F.	or	0.3369 Acres
Area of additions	52,862 S.F.	or	1.2133 Acres
Area of lot	41,357 S.F.	or	0.9484 Acres
Area of outlot	8,333 S.F.	or	0.1924 Acres
Total area of plat	116,274 S.F.	or	2.6403 Acres

I hereby certify that the use of the community water and/or community sewerage system for this subdivision is in conformance with the County Water and Sewerage Plan.

**CERTIFICATE OF APPROVAL**  
**TOWN OF BOONSBORO, PLANNING COMMISSION**  
**FINAL APPROVAL GRANTED:**

## PLANNING COMMISSION

## OWNER'S CERTIFICATION AND DEDICATION

his need and agreement of dedication shall be binding upon our grantees, assigns, successors, heirs and personal representatives.

We also certify that the community water and/or community sewerage system proposed for this subdivision will be available to this lot offered for sale. We also certify that plans for the community water supply and/or community sewerage system facilities, including any necessary point of discharge, have been approved by the Department of Health and Mental Hygiene.

We do hereby assent to this plan of subdivision.

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

The owners have sworn and subscribed before me, in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 2023. A notary public in and for the State of Maryland.

\_\_\_\_\_, Notary Public  
My commission expires \_\_\_\_\_

TAX ID #06-023274 (WASHINGTON COUNTY BOL)  
TAX ID #08-003321 (TOWN OF BOONSBORO)  
TAX ID #06-013603 (TOWN OF BOONSBORO)

SHEET 2 OF 2

⑬ *BRAND, 2025*

**B & R**  
DESIGN GROUP  
CIVIL ENGINEERS • PLANNERS • SURVEYORS  
300 West Berkeley Street  
Berkeley, CA 94701

THE TOWN OF BOONSBORO  
LIBER XXXX FOLIO XXX

## ADDITION TO

THE TOWN OF BOONSBORO  
LIBER 793 FOLIO 420, PARCEL 1

AND

THE TOWN OF BOONSBORO  
LIBER XXXXX FOLIO XXXX

(PARCEL 'B')

ADDITION TO

WASHINGTON COUNTY  
BOARD OF EDUCATION  
LIBER 354 FOLIO 413

AND

THE TOWN OF BOONSBORO  
LIBER 793 FOLIO 420. PARCEL 1

(PARCEL "D")

**ADDITION TO**

WASHINGTON COUNTY  
BOARD OF EDUCATION  
LIBER 354 FOLIO 413

AND

WASHINGTON COUNTY  
BOARD OF EDUCATION  
LIBER 354 FOLIO 413

(PARCEL 'E')

**ADDITION TO**

TOWN OF BOONSBORO  
LIBER 793 FOLIO 420, PARCEL 1

FINAL DI AT

LOT 1 & OUTLOT 'X', SECTION ONE  
WASHINGTON COUNTY  
BOARD OF EDUCATION  
PROPERTY

SITUATED ON MAPLEVILLE ROAD (MARYLAND ROUTE #66)  
TOWN OF BOONSBORO  
BOONSBORO ELECTION DISTRICT #6  
WASHINGTON COUNTY, MARYLAND

APRIL 2025

RECORDED \_\_\_\_\_ PLAT NUMBER \_\_\_\_\_



ORDINANCE NO. ORD-2025-

**AN ORDINANCE TO APPROVE THE ACQUISITION OF REAL PROPERTIES**

*(Chase Six Boulevard)*

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County"), believes that it is in the best interest of the citizens of Washington County to acquire certain real properties (the "Properties") from the Board of Education of Washington County, Maryland, to be used for public purposes, said real properties identified on the attached Exhibit A.

2. The County approved the acquisition of the Properties on June 24, 2025.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the Properties are being donated by the Board of Education to the County and no funds will be utilized from the General Fund of the County for the acquisition of the Properties.

4. The acquisition of the Properties is for no consideration because it is part of a land exchange between the County and the Board of Education of Washington County, Maryland.

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

ADOPTED this \_\_\_\_ day of June, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to legal sufficiency:

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

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

## EXHIBIT A—DESCRIPTION OF PROPERTIES

### **PROPERTY 1 – Lot 1, Section One on an Unrecorded Addition Plat**

Situated on Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, in Boonsboro Election District 6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Hershel C. Dean and Rachel E. Dean, his wife, unto the Board of Education of Washington County, Maryland, by deed dated May 14, 1959, and recorded in Liber 347, folio 256; also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of Education of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462; both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at the end of the 18<sup>th</sup>, or South 25 degrees West, 12 foot line, of the Board of Education of Washington County lands as recorded in Liber 252, folio 462 of the above noted Land Records, the reference point also being on the eastern margin of Mapleville Avenue (also known as Mapleville Road and MD Route 66), and at the northeast common corner with the Emily M. Burkett and Timothy J. Kofoet, II, property (Liber 6266, folio 309), the reference line drawn North 61 degrees 25 minutes 16 seconds East 45.65 feet to the true point of beginning being a capped rebar to be set (#21581) at the southwest corner of Lot 1, Section One, shown on an additional plat entitled 'Town of Boonsboro and Washington County Board of Education Property' to be recorded subsequent to the writing of this description, thence running by, with and along the eastern donation line as delineated on SHA Plat #62364, two courses, the bearings noted below based on Maryland State Plane datum (NAD83/91),

1. North 22 degrees 19 minutes 47 seconds East, 203.23 feet a capped rebar to be set (#21581), thence
2. 22.42 feet along an arc, deflecting to the right, having a radius of 3,459.515 feet, a central angle of 0 degrees 22 minutes 16 seconds, a chord bearing of North 22 degrees 30 minutes 56 seconds East, and a chord length of 22.41 feet to a capped rebar to be set (#21581), thence leaving the donation line, and crossing the lands of the Board of Education so as to include a portion within the following five courses,
3. South 84 degrees 29 minutes 40 seconds East, 12.94 feet to a capped rebar to be set (#21581), thence
4. South 51 degrees 44 minutes 12 seconds East, 204.73 feet to a capped rebar to be set (#21581), thence
5. South 25 degrees 23 minutes 45 seconds West, 170.44 feet to a capped rebar to be set (#21581), said corner also being the northeast corner of Outlot 'X', as delineated on the

aforementioned addition plat, thence running by, with and along the northern boundary of Outlot 'X', one course,

6. North 68 degrees 31 minutes 25 seconds West, 200.23 feet to the point of beginning, containing 41,357 square feet or 0.9494 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way and agreements.

**PROPERTY 2 – Outlot 'X' on an Unrecorded Addition Plat**

Situated on Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, Boonsboro Election District 6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Hershel C. Dean and Rachel E. Dean, his wife, unto The Board of Education of Washington County, Maryland, by deed dated May 14, 1959, and recorded in Liber 347, folio 256; also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of Education of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462; both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at a reference point at the end of the 18<sup>th</sup>, or South 25 degrees West, 12 foot line, of the Board of Education lands as recorded in Liber 252, folio 462 of the above noted Land Records, the reference point also being on the eastern margin of Mapleville Avenue (also known as Mapleville Road or MD Route 66), and at the northeast common corner with the Emily M. Burkett and Timothy J. Kofoet, II, property (Liber 6266, folio 309), the reference line being drawn South 68 degrees 31 minutes 25 seconds East 28.79 foot to the true point of beginning at a capped rebar to be set (#21581) at the southwest corner of Outlot 'X', on an addition plat entitled 'Town of Boonsboro and Washington County Board of Education Property' to be recorded subsequent to the writing of this description, thence running by, with, and along the eastern donation line as delineated on SHA Plat #62364, one course, the bearings noted below based on Maryland State Plane datum (NAD83/91),

1. North 22 degrees 19 minutes 47 seconds East, 35.00' a capped rebar to be set (#21581) at the southwest corner of Lot 1, thence running by, with, and along part of the southern boundary of Lot 1, one course,
2. South 68 degrees 31 minutes 25 seconds East, 180.69 feet to a capped rebar to be set (#21581), thence
3. South 21 degrees 28 minutes 35 seconds West, 35.00 feet to a capped rebar to be set (#21581), thence running by, with, and along the northern boundary line of the Burkett-Kofoet property (Liber 6266, folio 309), one course,
4. North 68 degrees 31 minutes 25 seconds West, 181.21 feet to the point of beginning, containing 6,333 square feet or 0.1454 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way, and agreements.

**PROPERTY 3 – Also known as Parcel 'E' on an Unrecorded Addition Plat**

Situated off Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, Boonsboro Election District 6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Charles G.K. Harris and Ruth N. Harris, his wife, and May Hagan Bentz, widow, unto The Board of Education of Washington County, by deed dated December 21, 1959, and recorded in Liber 354, folio 113, Parcel 1, also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of Education of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462, both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at the southeast corner of the lands of the Town of Boonsboro as recorded in Liber 793, folio 420, Parcel 1 of the above noted Land Records, at the southern end of the South 20 degrees 52 minutes 44 seconds West 194.79 foot line, said point also being at the southwest corner of an area delineated as 'Recreation Area' on a plat entitled 'Section 'B', Kinsey Heights' and recorded as Plat #707-C, lastly the point being on the southeast boundary of Parcel 'E' as delineated on an addition plat entitled 'Town of Boonsboro and Washington County Board of Education Property', to be recorded subsequent to the writing of this description, thence running by, with, and along the souther, or North 53 degrees 11 minutes 45 seconds West 595.02 foot line, reversed, as delineated on Plat #707-C, one course, the bearings noted below based on Maryland State Plane datum (NAD83/91),

1. South 52 degrees 27 minutes 40 seconds East, 34.92 feet a capped rebar to be set (#21581), thence leaving the Recreation Area boundary, and crossing the lands of the Board of Education so as to include a portion within the following four courses,
2. South 38 degrees 15 minutes 48 seconds West, 102.39 feet to a capped rebar to be set (#21581), thence
3. North 51 degrees 44 minutes 12 seconds West, 227.80 feet to a point on the southern, or North 85 degrees 13 minutes 46 seconds West, 249.80 foot line of the Town of Boonsboro property (Liber, folio 420), thence by, with, and along said line, reversed, to its eastern end,
4. South 84 degrees 29 minutes 40 seconds East, 187.59 feet to a point, thence with the North 53 degrees 11 minutes 46 seconds West, 35.08 foot line of the Town of Boonsboro property (Liber 793, folio 420), reversed,
5. South 52 degrees 27 minutes 40 seconds East, 35.12 feet to the point of beginning, containing 15,147 square feet or 0.3477 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way, and agreements.

**PROPERTY 4 – Parcel 'Y' on an Unrecorded Addition Plat, and a Donation Parcel, as Delineated on SHA Plat #62364**

Situated on Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, Boonsboro Election District #6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Hershel C. Dean and Rachel E. Dean, his wife, unto The Board of Education of Washington County, Maryland, by deed dated May 14, 1959, and recorded in Liber 347, folio

256; also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of County Commissioners of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462; both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at a point at the end of the 18th, or South 25 degrees West 12 foot line, of the Board of Education of Washington County lands as recorded in Liber 252, folio 462 of the above noted Land Records, said point also being and at the northeast common corner with the Emily M. Burkett and Timothy J. Kofoet, II, property (Liber 6266, folio 309), said point also being on the western margin of the dedication area of Mapleville Avenue (also known as Mapleville Road and Maryland Route 66) as delineated on Maryland State Highway Administration Plat #62364, thence running by, with, and along the western donation line as delineated on said SHA plat, two courses, the bearings noted below based on Maryland State Plan datum (NAD83/91),

1. North 22 degrees 05 minutes 19 seconds East, 252.02 feet to a point, thence
2. South 84 degrees 29 minutes 40 seconds East, 31.26 feet to a capped rebar to be set (#21581) on the eastern margin of the SHA dedication area, said point also being the northern corner of Lot 1, as shown on an addition plat entitled 'Town of Boonsboro and Washington County Board of Education Property' to be recorded subsequent to the writing of this description, thence running by, with, and along the eastern dedication margin, and Lot 1, two courses,
3. 22.41 feet along an arc, deflecting to the right, having a radius of 3,459.515 feet, a central angle of 0 degrees 22 minutes 16 seconds, a chord bearing of South 22 degrees 30 minutes 56 seconds West, and a chord length of 22.41 feet to a capped rebar to be set (#21581), thence
4. South 22 degrees 19 minutes 47 seconds West, 203.23 feet to a capped rebar to be set (#21581) at the northeast corner of Outlot 'X', on the aforesaid addition plat, thence with Outlot 'X', one course,
5. South 22 degrees 19 minutes 47 seconds West, 35.00 feet to a capped rebar to be set (#21581) on the northern boundary of the Burett-Kofoet property (Liber 6266, folio 309), thence with the Burkett-Kofoet property,
6. North 68 degrees 31 minutes 25 seconds West, 28.79 feet to the point of beginning, containing 7,518 square feet or 0.1726 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way, and agreements.

ORDINANCE NO. ORD-2025-

**AN ORDINANCE TO APPROVE THE CONVEYANCE OF REAL PROPERTIES**  
*(Chase Six Boulevard)*

BE IT ORDAINED by the County Commissioners of Washington County, Maryland (the "County"), as follows:

1. It is hereby established and declared that the real properties (the "Properties") described on Exhibit A are no longer needed by the County for public purposes or a public use.

2. The County believes that it is in the best interest of the citizens of Washington County to dispose of the Properties by conveyance to the Town of Boonsboro, of Washington County, Maryland. Notice of Intention of Washington County to Convey Real Property was not required pursuant to Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the conveyance is between government entities.

3. The conveyance of the Properties is for no consideration because it is part of a land exchange between the County and the Town of Boonsboro, Maryland.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the conveyance of the Properties to the Town of Boonsboro, Maryland, be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectfully, all documents for and on behalf of the County relating to the conveyance of the Properties.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to legal sufficiency:

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

## EXHIBIT A—DESCRIPTION OF PROPERTIES

### **PROPERTY 1 – Lot 1, Section One on an Unrecorded Addition Plat**

Situated on Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, in Boonsboro Election District 6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Hershel C. Dean and Rachel E. Dean, his wife, unto the Board of Education of Washington County, Maryland, by deed dated May 14, 1959, and recorded in Liber 347, folio 256; also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of Education of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462; both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at the end of the 18<sup>th</sup>, or South 25 degrees West, 12 foot line, of the Board of Education of Washington County lands as recorded in Liber 252, folio 462 of the above noted Land Records, the reference point also being on the eastern margin of Mapleville Avenue (also known as Mapleville Road and MD Route 66), and at the northeast common corner with the Emily M. Burkett and Timothy J. Kofoet, II, property (Liber 6266, folio 309), the reference line drawn North 61 degrees 25 minutes 16 seconds East 45.65 feet to the true point of beginning being a capped rebar to be set (#21581) at the southwest corner of Lot 1, Section One, shown on an additional plat entitled 'Town of Boonsboro and Washington County Board of Education Property' to be recorded subsequent to the writing of this description, thence running by, with and along the eastern donation line as delineated on SHA Plat #62364, two courses, the bearings noted below based on Maryland State Plane datum (NAD83/91),

1. North 22 degrees 19 minutes 47 seconds East, 203.23 feet a capped rebar to be set (#21581), thence
2. 22.42 feet along an arc, deflecting to the right, having a radius of 3,459.515 feet, a central angle of 0 degrees 22 minutes 16 seconds, a chord bearing of North 22 degrees 30 minutes 56 seconds East, and a chord length of 22.41 feet to a capped rebar to be set (#21581), thence leaving the donation line, and crossing the lands of the Board of Education so as to include a portion within the following five courses,
3. South 84 degrees 29 minutes 40 seconds East, 12.94 feet to a capped rebar to be set (#21581), thence
4. South 51 degrees 44 minutes 12 seconds East, 204.73 feet to a capped rebar to be set (#21581), thence
5. South 25 degrees 23 minutes 45 seconds West, 170.44 feet to a capped rebar to be set (#21581), said corner also being the northeast corner of Outlot 'X', as delineated

on the aforementioned addition plat, thence running by, with and along the northern boundary of Outlot 'X', one course,

6. North 68 degrees 31 minutes 25 seconds West, 200.23 feet to the point of beginning, containing 41,357 square feet or 0.9494 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way and agreements.

**PROPERTY 2 – Outlot 'X' on an Unrecorded Addition Plat**

Situated on Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, Boonsboro Election District 6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Hershel C. Dean and Rachel E. Dean, his wife, unto The Board of Education of Washington County, Maryland, by deed dated May 14, 1959, and recorded in Liber 347, folio 256; also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of Education of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462; both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at a reference point at the end of the 18<sup>th</sup>, or South 25 degrees West, 12 foot line, of the Board of Education lands as recorded in Liber 252, folio 462 of the above noted Land Records, the reference point also being on the eastern margin of Mapleville Avenue (also known as Mapleville Road or MD Route 66), and at the northeast common corner with the Emily M. Burkett and Timothy J. Kofoet, II, property (Liber 6266, folio 309), the reference line being drawn South 68 degrees 31 minutes 25 seconds East 28.79 foot to the true point of beginning at a capped rebar to be set (#21581) at the southwest corner of Outlot 'X', on an addition plat entitled 'Town of Boonsboro and Washington County Board of Education Property' to be recorded subsequent to the writing of this description, thence running by, with, and along the eastern donation line as delineated on SHA Plat #62364, one course, the bearings noted below based on Maryland State Plane datum (NAD83/91),

1. North 22 degrees 19 minutes 47 seconds East, 35.00' a capped rebar to be set (#21581) at the southwest corner of Lot 1, thence running by, with, and along part of the southern boundary of Lot 1, one course,
2. South 68 degrees 31 minutes 25 seconds East, 180.69 feet to a capped rebar to be set (#21581), thence
3. South 21 degrees 28 minutes 35 seconds West, 35.00 feet to a capped rebar to be set (#21581), thence running by, with, and along the northern boundary line of the Burkett-Kofoet property (Liber 6266, folio 309), one course,
4. North 68 degrees 31 minutes 25 seconds West, 181.21 feet to the point of beginning, containing 6,333 square feet or 0.1454 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way, and agreements.



**PROPERTY 3 – Also known as Parcel 'E' on an Unrecorded Addition Plat**

Situated off Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, Boonsboro Election District 6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Charles G.K. Harris and Ruth N. Harris, his wife, and May Hagan Bentz, widow, unto The Board of Education of Washington County, by deed dated December 21, 1959, and recorded in Liber 354, folio 113, Parcel 1, also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of Education of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462, both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at the southeast corner of the lands of the Town of Boonsboro as recorded in Liber 793, folio 420, Parcel 1 of the above noted Land Records, at the southern end of the South 20 degrees 52 minutes 44 seconds West 194.79 foot line, said point also being at the southwest corner of an area delineated as 'Recreation Area' on a plat entitled 'Section 'B', Kinsey Heights' and recorded as Plat #707-C, lastly the point being on the southeast boundary of Parcel 'E' as delineated on an addition plat entitled 'Town of Boonsboro and Washington County Board of Education Property', to be recorded subsequent to the writing of this description, thence running by, with, and along the souther, or North 53 degrees 11 minutes 45 seconds West 595.02 foot line, reversed, as delineated on Plat #707-C, one course, the bearings noted below based on Maryland State Plane datum (NAD83/91),

1. South 52 degrees 27 minutes 40 seconds East, 34.92 feet a capped rebar to be set (#21581), thence leaving the Recreation Area boundary, and crossing the lands of the Board of Education so as to include a portion within the following four courses,
2. South 38 degrees 15 minutes 48 seconds West, 102.39 feet to a capped rebar to be set (#21581), thence
3. North 51 degrees 44 minutes 12 seconds West, 227.80 feet to a point on the southern, or North 85 degrees 13 minutes 46 seconds West, 249.80 foot line of the Town of Boonsboro property (Liber, folio 420), thence by, with, and along said line, reversed, to its eastern end,
4. South 84 degrees 29 minutes 40 seconds East, 187.59 feet to a point, thence with the North 53 degrees 11 minutes 46 seconds West, 35.08 foot line of the Town of Boonsboro property (Liber 793, folio 420), reversed,
5. South 52 degrees 27 minutes 40 seconds East, 35.12 feet to the point of beginning, containing 15,147 square feet or 0.3477 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way, and agreements.

ORDINANCE NO. ORD-2025-

**AN ORDINANCE TO APPROVE THE CONVEYANCE OF REAL PROPERTY**  
*(Chase Six Boulevard)*

BE IT ORDAINED by the County Commissioners of Washington County, Maryland (the "County"), as follows:

1. It is hereby established and declared that the real property (the "Property") described on Exhibit A is no longer needed by the County for a public purpose or a public use.

2. The County believes that it is in the best interest of the citizens of Washington County to dispose of the Property by conveyance to the State Highway Administration (SHA), Maryland. Notice of Intention of Washington County to Convey Real Property was not required pursuant to Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the conveyance is between government entities.

3. The conveyance of the Property is for no consideration because it is part of a land exchange between the County and the SHA, Maryland.

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to legal sufficiency:

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

## EXHIBIT A—DESCRIPTION OF PROPERTY

### **Parcel 'Y' on an Unrecorded Addition Plat, and a Donation Parcel, as Delineated on SHA Plat #62364**

Situated on Mapleville Avenue (Maryland Route 66) (also known as Mapleville Road), Town of Boonsboro, Boonsboro Election District #6, Washington County, Maryland,

Being a piece or parcel of land situate, lying, and being within the Town of Boonsboro town limits, Boonsboro Election District 6, Washington County, Maryland, and being part of the lands conveyed from Hershel C. Dean and Rachel E. Dean, his wife, unto The Board of Education of Washington County, Maryland, by deed dated May 14, 1959, and recorded in Liber 347, folio 256; also being part of the lands conveyed from Webster W. Stottlemeyer, widower, unto The Board of County Commissioners of Washington County, a body corporate, by deed dated July 1, 1949, and recorded in Liber 252, folio 462; both being among the Land Records of Washington County,

Beginning for the said piece or parcel of land at a point at the end of the 18th, or South 25 degrees West 12 foot line, of the Board of Education of Washington County lands as recorded in Liber 252, folio 462 of the above noted Land Records, said point also being and at the northeast common corner with the Emily M. Burkett and Timothy J. Kofoet, II, property (Liber 6266, folio 309), said point also being on the western margin of the dedication area of Mapleville Avenue (also known as Mapleville Road and Maryland Route 66) as delineated on Maryland State Highway Administration Plat #62364, thence running by, with, and along the western donation line as delineated on said SHA plat, two courses, the bearings noted below based on Maryland State Plan datum (NAD83/91),

1. North 22 degrees 05 minutes 19 seconds East, 252.02 feet to a point, thence
2. South 84 degrees 29 minutes 40 seconds East, 31.26 feet to a capped rebar to be set (#21581) on the eastern margin of the SHA dedication area, said point also being the northern corner of Lot 1, as shown on an addition plat entitled 'Town of Boonsboro and Washington County Board of Education Property' to be recorded subsequent to the writing of this description, thence running by, with, and along the eastern dedication margin, and Lot 1, two courses,
3. 22.41 feet along an arc, deflecting to the right, having a radius of 3,459.515 feet, a central angle of 0 degrees 22 minutes 16 seconds, a chord bearing of South 22 degrees 30 minutes 56 seconds West, and a chord length of 22.41 feet to a capped rebar to be set (#21581), thence
4. South 22 degrees 19 minutes 47 seconds West, 203.23 feet to a capped rebar to be set (#21581) at the northeast corner of Outlot 'X', on the aforesaid addition plat, thence with Outlot 'X', one course,
5. South 22 degrees 19 minutes 47 seconds West, 35.00 feet to a capped rebar to be set (#21581) on the northern boundary of the Burett-Kofoet property (Liber 6266, folio 309), thence with the Burkett-Kofoet property,
6. North 68 degrees 31 minutes 25 seconds West, 28.79 feet to the point of beginning, containing 7,518 square feet or 0.1726 acre, more or less, of land, and subject to any recorded or unrecorded easements, rights-of-way, and agreements.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Fort Ritchie Cell Tower Lease

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Todd Moser, Real Property Administrator; Division of Engineering; Andrew Eshleman, Director of Public Works

**RECOMMENDED MOTION:** Move to approve the lease, and to authorize the execution of the necessary documentation to finalize the lease agreement.

**REPORT-IN-BRIEF:** Vertical Bridge (VB-S1 Assets, LLC / formally Liberty Towers) presented the County with a proposed lease extension consisting of five additional, 5-year renewal periods beginning in February 2034.

**DISCUSSION:** Vertical Bridge entered into a lease agreement with Fort Ritchie I, LLC to place their cell tower on the Fort Ritchie property in 2008. The new lease agreement (second amendment to land lease agreement) would commence in 2034 and have a \$300 increase with the continued three percent (3%) annual escalation. County staff has no other use for the property and property taxes, maintenance, and utilities are covered by the tenant.

**FISCAL IMPACT:** Per the terms of the agreement.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Draft Lease Agreement, Aerial Map

**AUDIO/VISUAL NEEDS:** Aerial Map

## SECOND AMENDMENT TO LAND LEASE AGREEMENT

THIS SECOND AMENDMENT TO LAND LEASE AGREEMENT (this “**Amendment**”), dated as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “**Effective Date**”), by and between by and between **Washington County Maryland**, a Maryland municipality, (“**Landlord**”), and **VB-S1 Assets, LLC**, a Delaware limited liability company (“**Tenant**”), recites and provides:

### RECITALS

WHEREAS, Landlord is the fee owner of certain real property located in Washington County, Maryland, (the “**Property**”).

WHEREAS, Tenant, by way of assignment, is the current tenant under that certain Land Lease Agreement with Landlord, dated May 22, 2008 (the “**Lease**”).

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, “**Improvements**”).

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.
2. Renewal Terms. Tenant shall have the option to extend the Lease for Five (5) additional Five (5) year renewal periods (each, a “**Renewal Term**”) with the initial Renewal Term commencing on the day immediately following the Expiration Date. Each such Renewal Term shall be deemed automatically exercised by Tenant unless Tenant provides written notice to Landlord of non-renewal at least thirty (30) days prior to expiration of the then-current term. Rent shall adjust as set forth in the Lease.
3. Fee Payment. Commencing on February 16, 2034, the Fee Payment shall increase by Three Hundred Dollars (\$300.00) per month and shall be payable in accordance with the terms of the Lease. All subsequent Fee Payment payments shall continue to be subject to the three percent (3%) annual escalation, as set forth in the Lease.

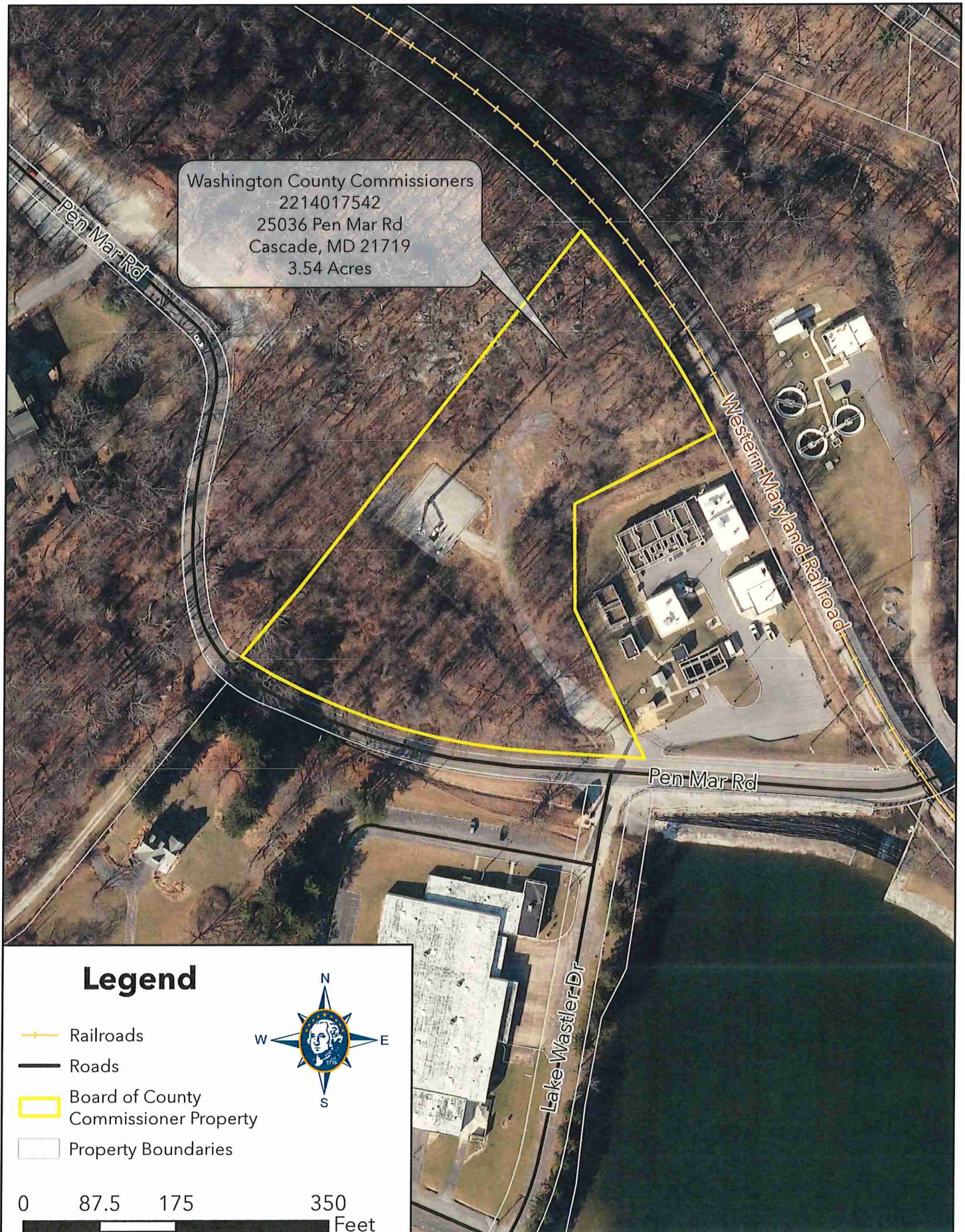
**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the Effective Date.

<b>WITNESSES:</b>	<b>LANDLORD:</b>
	<b>Washington County Maryland, a Maryland municipality</b>
_____ Name: _____	By: _____
_____ Name: _____	Name: _____
	Title: _____
	Date: _____

[Landlord's Signature Page to Amendment]



# Pen Mar Road





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Memorandum of Understanding (MOU) Between the Eastern Panhandle Regional Planning & Development Council (Region IX) and the Board of County Commissioners for Washington County representing the Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO)

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Jill Baker, AICP, Director Department of Planning and Zoning and Matt Mullenax, Executive Director of the HEPMPPO

**RECOMMENDED MOTION:** Recommend executing the proposed MOU to assist the HEPMPPO in carrying out regional transportation planning efforts

**REPORT-IN-BRIEF:** Each year the Federal Highway Administration and Federal Transit Authority allocate funding to all 50 states including the States of Maryland and West Virginia for the purpose of conducting and coordinating regional planning activities for transportation related issues. Federal funds are further allocated by the State Departments of Transportation to regional planning groups known as Metropolitan Planning Organizations (MPOs). MPOs are federally designated areas that are approved for expenditure of federal funds related to transportation planning.

There is currently an MOU between the Region IX planning council and the Board of County Commissioners as they act on behalf of the HEPMPPO that was executed in 2008. The purpose of the updated MOU is to clarify and update outdated language, acknowledge better delineate the additional financial responsibility that has impacted Region IX in the last 18 years, and amend the current administrators of the agencies.

### **DISCUSSION:**

Part of the responsibility of the county in being the cognizant agency for the HEPMPPO, is to manage the financial administration of Federal, State and local funds that are allocated to the organization. Washington County issues payment of HEPMPPO expenditures and is, in turn, reimbursed on a quarterly basis by the State DOTs.

While Washington County acts as the cognizant agency for the HEPMPPO, Region IX plays a significant role by acknowledging HEPMPPO employees as part of their organization. They have accepted the responsibility to issue paychecks, provide office space, and administer associated benefit and tax responsibilities. To implement this arrangement, Region IX pays the salary of the



HEPMPO employees as well as their benefits. On a monthly basis, Region IX issues an invoice to Washington County for reimbursement of these administrative costs.

**FISCAL IMPACT:** Execution of this MOU will not subject the county to any additional expenditure beyond the 10% local match required by federal law in accepting the allocated funds. Local match funds are included within the FY 2025 and 2026 operating budgets.

**CONCURRENCES:** County Attorney, Region IX

**ALTERNATIVES:** If this amended MOU is not executed, the existing MOU would still be in effect and could result in unnecessary confusion about expectations and responsibilities of the organizations involved.

**ATTACHMENTS:** Amended MOU in track changes

**AUDIO/VISUAL NEEDS:** n/a

## MEMORANDUM OF UNDERSTANDING

Between

Eastern Panhandle Regional Planning & Development Council (Region 9)

And

Board of County Commissioners of Washington County, Maryland as representing the Hagerstown  
Eastern Panhandle Metropolitan Planning Organization (HEPMPO)

This Memorandum of Understanding made this \_\_\_\_ day of May 2025 by and between the Eastern Panhandle Regional Planning and Development Council ("Region 9") and the Board of County Commissioners of Washington County, Maryland as representing the Hagerstown Eastern Panhandle Metropolitan Planning Organization ("HEPMPO").

### RECITALS

1. Region 9 is the Regional Planning & Development Council formed under the West Virginia State Code and empowered to provide intergovernmental cooperation on a regional basis within Berkeley, Jefferson, and Morgan Counties to approach common planning and development problems and seek more efficient and economic solutions to common problems of local government.
2. HEPMPO is the federal and state designated regional transportation planning organization that serves as a forum for cooperative decision making in the three-county region of Berkeley and Jefferson Counties in West Virginia and Washington County, Maryland.
3. A Memorandum of Understanding between Region 9 and HEPMPO is imperative for cohesive planning between the common areas of Berkeley and Jefferson Counties, ~~and, when necessary, the inclusion of Morgan County, West Virginia for special planning opportunities.~~

NOW THEREFORE, in consideration of the covenants, conditions, and agreements hereinafter expressed, Region 9 and HEPMPO agree as follows:

1. ~~This The~~ Memorandum of Understanding shall be effective for a period of one (1) year from the date of execution and shall automatically renew ~~for additional periods of one (1) year at the start of each County fiscal year~~ unless a party provides notice of the termination at least sixty (60) days prior to a renewal date. This Memorandum of Understanding and the obligations herein shall be terminable by either party voluntarily upon sixty (60) days notice to the other party.
2. Region 9 agrees to provide office space for the HEPMPO Executive Director ~~and HEPMPO Staff~~ that includes office space, utilities, and supplies.
3. Region 9 agrees to provide bi-weekly salary in an amount predetermined by the HEPMPO Interstate Council to the HEPMPO Executive Director and two (2) additional

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employees, which amounts ~~will shall~~ be reimbursed ~~on a monthly basis monthly~~ by the Board of the County Commissioners of Washington County, Maryland (the "County"), but not to exceed the amount predetermined and budgeted by HEPMPO for such purposes and not to exceed the amount to be reimbursed to the County by the federal government. The monthly invoice may include:

- a. Salary, Pension Plan Contributions (~~40.5% 9.0%~~), Employee Health Insurance or 457(b) Supplemental Retirement, Life Insurance, Medicare Expenses, Social Security Expenses, SUTA State Unemployment Insurance Expenses and Workman's Compensation Expenses.
  - b. Payroll processing fee ~~-to consist of a proportionate share of Administrative Assistant salary with fringe, payroll software licensing and supplies, and accountant and other professional fees.~~
  - c. A fixed amount agreed by the parties in writing to cover additional expenses incurred which include Board of Risk Insurance, office space, and utilities.
4. Monthly invoices will reflect total payroll expenses and fees to the County. The County shall provide Region 9 with quarterly invoices to reflect the mandatory West Virginia Local Match monies for the HEPMPO program.
  5. At the end of each County fiscal year, Region 9 and HEPMPO will assess this Memorandum of Understanding and modify invoices as necessary.
  6. Notice: All notices and correspondence under or regarding this Memorandum of Understanding shall be in writing and shall be hand-delivered or sent postage prepaid by either ~~(i)~~ United States mail, certified, return receipt requested, or, ~~(ii)~~ for delivery the next business day with a nationally recognized ~~express~~ courier.

To Region 9:

~~Carol Crabtree, Executive Director  
Eastern Panhandle Regional Planning & Development Council  
400 W. Stephen Street, Suite 301  
Martinsburg, West Virginia 25401~~

Rachel Snavelly, Executive Director  
Eastern Panhandle Regional Planning & Development Council  
226 Pilot Way, Ste. E  
Martinsburg, West Virginia 25405

To HEPMPO:

John F. Barr, President  
Board of County Commissioners

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100 West Washington Street, Room 2261101  
Hagerstown, Maryland 21740

and

County Attorney's Office  
100 West Washington Street, Suite 2021101  
Hagerstown, Maryland 21740

7. Laws of Maryland: This Memorandum of Understanding was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland. Any disagreement arising from this agreement shall be adjudicated by the County of appropriate jurisdiction in Washington County, Maryland.
8. Recitals: The Recitals are hereby incorporated into this Agreement as substantive provisions.
9. Entire Agreement Modification: This Memorandum of Understanding constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, expressed or implied, between the parties other than as set forth in this Memorandum of Understanding. No change or modification of, or waiver under, this Memorandum of Understanding shall be valid unless it is in writing and signed by authorized representatives of each party.
10. Severability: If any provision of the Memorandum of Understanding shall be determined to be invalid or unenforceable, the remaining provisions herein shall not be affected thereby, and every provision herein shall remain in full force and effect, enforceable to the fullest extent permitted by law.
11. Waiver: Neither party's waiver of the other's breach of any term, covenant, or condition contained in this Memorandum of Understanding shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Memorandum of Understanding.
12. Survival: The covenants contained herein or liabilities accrued under this Memorandum of Understanding which, by their terms, require their performance after the expiration or termination of this Memorandum of Understanding shall be enforceable notwithstanding the expiration or other termination of this Memorandum of Understanding.
13. Counterparts/Execution: This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.
14. Assignment: This Memorandum of Understanding and the obligations herein may not be assigned by either party without the express written consent of each party.

15. Successors Bound: This Memorandum of Understanding and obligations contained herein shall ensure to the benefit of the successors, permitted assigns, and legal representatives of the parties.

15.16. Mutual Negotiation. The parties agree that they have each had the benefit of mutual negotiation including, if desired, the opportunity for review of this agreement by their legal counsel. As such, this agreement shall not be interpreted to the detriment of either party.

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

ATTEST:

Eastern Panhandle Regional Planning &  
Development Council

By: \_\_\_\_\_  
Its: \_\_\_\_\_ Executive Director

ATTEST:

Board of County Commissioners of Washington  
County, Maryland, representing Hagerstown Eastern  
Panhandle Metropolitan Planning Organization

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

Approved as to legal sufficiency:

Andrew F. Wilkinson  
Assistant County Attorney  
Zachary J. Kieffer  
County Attorney



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**Open Session Item**

**SUBJECT:** Washington County Transit – Facility Expansion Feasibility Study

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Andrew Eshleman, Director of Public Works, Shawn Harbaugh, Director of Washington County Transit, Matt Mullenax, Executive Director Hagerstown/Eastern Panhandle Metropolitan Planning Organization, and Troy Truax, Michael Baker International

**RECOMMENDED MOTION(S):** For Informational Purposes Only

**REPORT-IN-BRIEF:** The Hagerstown Eastern Panhandle Metropolitan Organization (HEPMPO) provided funding and contracted services via Michael Baker International to complete a Washington County Transit (WCT) Facility Expansion Feasibility Study. The study investigated WCT current and future facility and administrative needs through the year 2050.

**DISCUSSION:** The facility is located at 1000 West Washington Street and originally operated as an automotive dealership until its acquisition by Washington County in 1974. The facility was last renovated in 2009 and is at full capacity. The study conducted a space needs analysis that informed a proposed facility expansion conceptual design and site layout. The facility concept was the basis for the MDOT/WCT Better Utilizing Investments to Leverage Development (BUILD) Expanding Rural Transit Options grant application that, if awarded, would provide the engineering design services to improve the facility.

The full study including the attachments can be viewed on the HEPMPO website.

<https://hepmo.com/our-work/special-studies/>

**FISCAL IMPACT:** N/A

**CONCURRENCES:**

**ALTERNATIVES:**

**ATTACHMENTS:** Facility Expansion Feasibility Study (excluding attachments)

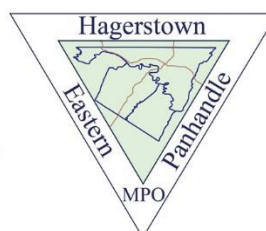
**AUDIO/VISUAL TO BE USED:** Powerpoint Presentation



May 2025



# WASHINGTON COUNTY TRANSIT Facility Expansion Feasibility Study



## ACKNOWLEDGEMENTS

The **Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO)** would like to thank the stakeholders involved for their valuable contributions throughout the planning process.

- City of Hagerstown
  - Mayor and City Council
  - Planning Commission
  - Engineering Department
  - Planning and Zoning Department
- Maryland Department of Transportation, Maryland Transit Administration
- Orchard Hills Congregation of Jehovah's Witnesses
- Washington County
  - Board of Commissioners
  - Public Works Department
  - Washington County Transit



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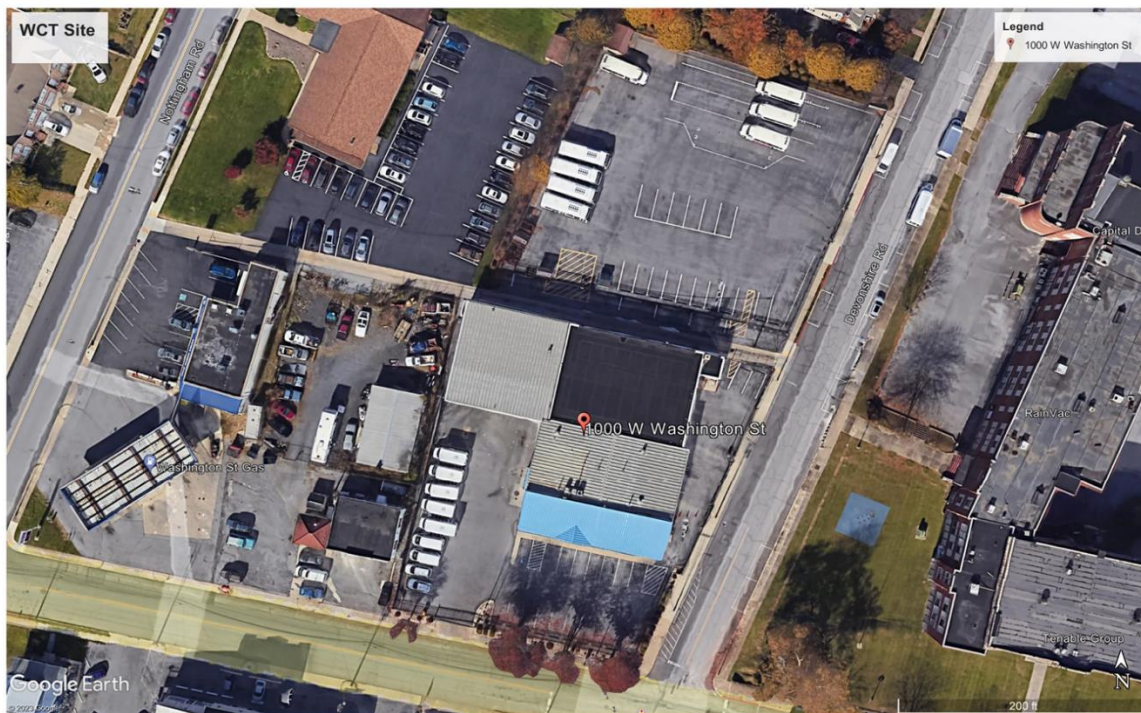
# 1 INTRODUCTION

## Background

The Washington County Transit (d/b/a WCT) desires to expand its current facility located at 1000 W. Washington St, Hagerstown, MD 21740, to provide additional space to meet its current and future (year 2050) administrative and operational needs. Such needs are supported by WCT's historic growth and its Five-Year Transit Development Plan (TDP), which projects the authority's current annual ridership to increase by 30 percent in transit demand from 2010 to 2030.

The WCT facility is situated on the Washington County-owned parcel (Parcel #25035194) that encompasses approximately 1.7 acres (73,616 square feet). The facility includes approximately 16,056 square feet and provides administrative offices, conference rooms, indoor vehicle storage, a full-service vehicle maintenance facility, and a bus wash bay. Figure 1 is an ariel view of the WCT. The WCT parcel is divided into two sections by the City of Hagerstown-owned alleyway (Alleyway No. 1-35) as illustrated in **Attachment A**.

**Figure 1. WCT Aerial View**



Source: Google Earth

Today, WCT employs a staff of 59 administrative, operations and maintenance employees and operates 21 revenue vehicles and 5 support vehicles. Maintaining a state of good repair of WCT's vehicles is adequate given the current service levels. Changes in future service repair levels have the potential to create challenges. The facility's storage space is insufficient to house the current number of vehicles under cover, necessitating outdoor storage which reduces the life of the vehicle and creates maintenance challenges during winter months.

In addition to accommodating the WCT's building facility, the 73,616 square feet parcel also accommodates on-site parking (i.e., 48 spaces for staff, drivers, visitors, revenue, and non-revenue vehicle storage, and transit vehicle circulation). WCT currently allows for one Americans with Disabilities Act (ADA) parking space. The current parking vehicle storage and circulation area is inadequate and in turn creates unsafe conditions for pedestrians and constrains transit bus circulation.

## Facility History

The property located at 1000 W Washington St, Hagerstown, MD, initially operated as an automotive dealership (Hoffman Chevrolet) until its acquisition by Washington County in 1974. This acquisition initiated its conversion into a pivotal infrastructure for WCT's public transportation services. In 1989, the facility underwent a substantial expansion to augment WCT's capacity for vehicular storage and maintenance, addressing the escalating demands of the transit system. A comprehensive renovation was executed in 2009, primarily targeting the modernization of the administration sector and the enhancement of the maintenance and vehicle storage areas. This renovation aimed to optimize operational efficiency and improve the aesthetic appeal for both personnel and visitors. The facility now exemplifies the ongoing dedication to delivering superior public transportation services within Washington County. Figure 2 is an aerial photo of the dealership prior to 1972.

**Figure 2. Hoffman Chevrolet**

Source: Kevin Cerrone, Washington County Transit

Since 1989, the physical dimensions of the WCT transit facility have remained constant. However, the service area has significantly expanded to accommodate a burgeoning population and the increased demand for public transportation. Ridership has experienced considerable growth, indicative of the community's reliance on and confidence in the transit services provided. Furthermore, WCT's transit vehicle fleet has evolved, incorporating newer, larger, and more technologically advanced models to better meet passenger needs and enhance operational efficiency. Figure 3 is a picture interior storage of WCT's 2022 Eldorado EZ Rider 32' fixed route buses.



**Figure 3. WCT Fixed Route Buses**

## Project Summary

This project determined the existing space constraints and long-term (2050) needs of the current WCT facility. The study's space needs analysis was then used to support the proposed facility expansion conceptual design and site layout requirements --- inclusive of the City of Hagerstown's Land Management Code and Stormwater Management Ordinance requirements – and identify any potential environmental impacts using a National Environmental Policy Act (NEPA) screening analysis approach. The existing WCT property and facility is highly constrained given that it does not accommodate the current number of WCT fleet vehicles and administrative staff, inhibits safe bus circulation, and is entirely impervious. And as previously noted, WCT's current Five-Year TDP predicts ridership growth over 30% to year 2030 compared to current ridership levels. This growth will necessitate the hiring of additional staff and/or the operation of more vehicles, further accentuating the current facility constraints.

For these reasons, WCT, in collaboration with the Hagerstown/Eastern Panhandle Metropolitan Planning (HEPMPO) and its on-call transportation planning technical consultant, Michael Baker International, Inc., conducted this feasibility study to comprehensively evaluate the on-site expansion of its current facility located at 1000 W Washington St. The study included a Facility Space Needs Assessment (for current conditions to 2050), an Environmental Screening Analysis, Conceptual Facility Design, Site Plan Layout and Cost Estimate, Quit-Claim of the alleyway, Financial Analysis and Capital Funding Strategy, and Property Survey and Lot Consolidation.

Specifically, the study achieved the following objectives:

- » Objective #1 – Determine WCT’s facility space needs to the year 2050 (i.e., Direction 2050 Long Range Transportation Plan) to accommodate administrative office space, vehicle maintenance, vehicle circulation, vehicle storage areas and parking needs.
- » Objective #2 – Perform an inventory of existing environmental screening analysis of site conditions to identify potential constraints. This will include an evaluation of the City of Hagerstown’s zoning and stormwater management requirements pursuant to the City of Hagerstown’s Land Management Code v3.11, Article 4 Zoning and Stormwater Management Chapter 213 of the City Code.
- » Objective #3 – Prepare conceptual facility design and site layout alternatives (maximum of 2) to address the space and operational needs. Conceptual design and site layout will meet current City International Building Code (IBC) standards and include ADA compliance.
- » Objective #4 – Determine a probable cost estimate for the preferred conceptual facility design and site layout plan and determine the required capital budgeting and programming needs. Sources of funding, such as FTA competitive and applicable formula grant programs, and other federal, state, and local sources will be identified.
- » Objective #5 – Determine critical path forward to include decisions and timeframes to proceed the study’s implementation.

## 2 W.C.T. FACILITY SPACE NEEDS ASSESSMENT

### Executive Summary

Washington County Transit has completed this comprehensive Transit Facility Space Needs Assessment to evaluate and plan for the expansion of its current facility at 1000 W. Washington St, Hagerstown, MD. This expansion aims to meet the administration and operational needs projected through the year 2050, supported by WCT's historic growth and its 5-Year TDP, which anticipates a 34% population growth from 2010 to 2050. The assessment was conducted as part of the Direction 2050 Long Range Transportation Plan, with the objective of determining the facility space requirements necessary to accommodate future needs for administration office space, vehicle maintenance, vehicle circulation, vehicle storage areas, and parking facilities. This analysis ensures that WCT can enhance its operational efficiency and service delivery to meet the increasing demands of the community.

The study involved a detailed evaluation of current facilities, projected growth, and future trends in transportation and infrastructure. The primary objective was to identify the facility space requirements for WCT, considering projected staffing and service levels, and determining if the current 1000 W. Washington St. property could accommodate the facility expansion needs, including meeting the City's zoning and stormwater management code requirements, and achieving the successful Quit-Claim of the City-owned alleyway bisecting the property.

This was achieved through a combination of qualitative and quantitative data collection methods. Key findings indicate that the existing facilities are operating at near full capacity, necessitating expansion to accommodate future growth. Projections show a need for a 140 % increase in facility space to meet the demands of a growing population and expanded services by 2050. Space constraints are currently affecting operational efficiency and safety, including maintenance schedules, vehicle storage and circulation, and administrative functions, leading to increased operational costs and reduced service reliability. Input from staff, riders, and community stakeholders underscores the urgent need for expanded and modernized facilities to improve service quality and meet future needs.

The methodology included structured interviews with key stakeholders, such as Andrew Eshleman (Washington County Director, Public Works), Shawn Harbaugh (WCT Director/Facility and Fleet Manager), and



Matt Mullenax (HEPMPO, Executive Director), that provided in-depth insights into projected needs and expectations. Quantitative data from current utilization metrics, historical growth trajectories, and future service demand forecasts were analyzed to model various scenarios. The American Public Transit Association's (APTA) Facility Space Needs Calculator (FSNC) was used to convert qualitative and quantitative data into specific space requirements, ensuring realistic and achievable recommendations. A thorough walkthrough of the current WCT site identified potential areas for expansion or modification and documented immediate issues influencing future spatial planning. During the site walkthrough, photographic documentation of the existing facility environment was systematically compiled and logged in **Attachment B**. Comprehensive research and validation analysis of the space program and operating requirements for each functional area within the proposed facility were also conducted.

The recommendations include the reconfiguration of the existing facility and construction of a new storage facility and employee parking area to meet projected space needs and achieve the City's zoning and stormwater management requirements. Upgrading current facilities with modern infrastructure, including alternative fueling methods, is essential to enhance operational efficiency and safety. Developing a long-term strategic plan that aligns facility expansion with projected growth in ridership and service areas, including phased development to manage costs and minimize service disruptions, is crucial. Exploring funding opportunities and partnerships with local, state, and federal agencies will support facility expansion and modernization efforts. By addressing these space needs, WCT will be well-equipped to handle current demands and future growth, ultimately improving service delivery and operational efficiency.

## Needs Assessment

A comprehensive work analysis was conducted with a specific focus on evaluating the administration, maintenance, and vehicle storage requirements. This analysis entailed a meticulous assessment of the current infrastructure, identifying deficiencies and areas for enhancement. Additionally, projections were formulated to anticipate future needs, considering potential growth and shifts in operational dynamics. This assessment aims to delineate future facility requirements for sustained operational success.

Key areas of focus included the following:

- » **Administration:** Evaluating office spaces, meeting rooms, and administration support areas to ensure alignment with current and projected staffing requirements. This included assessing the adequacy of

workspace configurations, technological infrastructure, and support services to enhance productivity and accommodate future administration expansions.

- » **Maintenance:** Reviewing maintenance facilities, storage areas, and infrastructure to support ongoing upkeep and long-term site sustainability. This involved analyzing the capacity and efficiency of existing maintenance operations, identifying potential bottlenecks, and recommending improvements to ensure the facility can handle increased maintenance demands and technological advancements.
- » **Fleet Storage:** Determining the spatial requirements for interior storage of revenue vehicles, non-revenue vehicles, and vehicle circulation. This included evaluating the current storage capacity, assessing the need for additional space to accommodate fleet expansion, and ensuring optimal vehicle circulation to enhance operational efficiency and safety.

The findings from this analysis were pivotal as they outlined the specific requirements necessary for the project team to make informed decisions regarding the size and scope of the new facility. By defining these needs, WCT can ensure that the expanded facility will be appropriately sized and equipped to support its operations both presently and in the future. This comprehensive approach not only addresses immediate infrastructure needs but also incorporates strategic foresight to adapt to evolving operational demands, thereby ensuring long-term viability and success.

## Quit-Claim for Alleyway No. 1-35

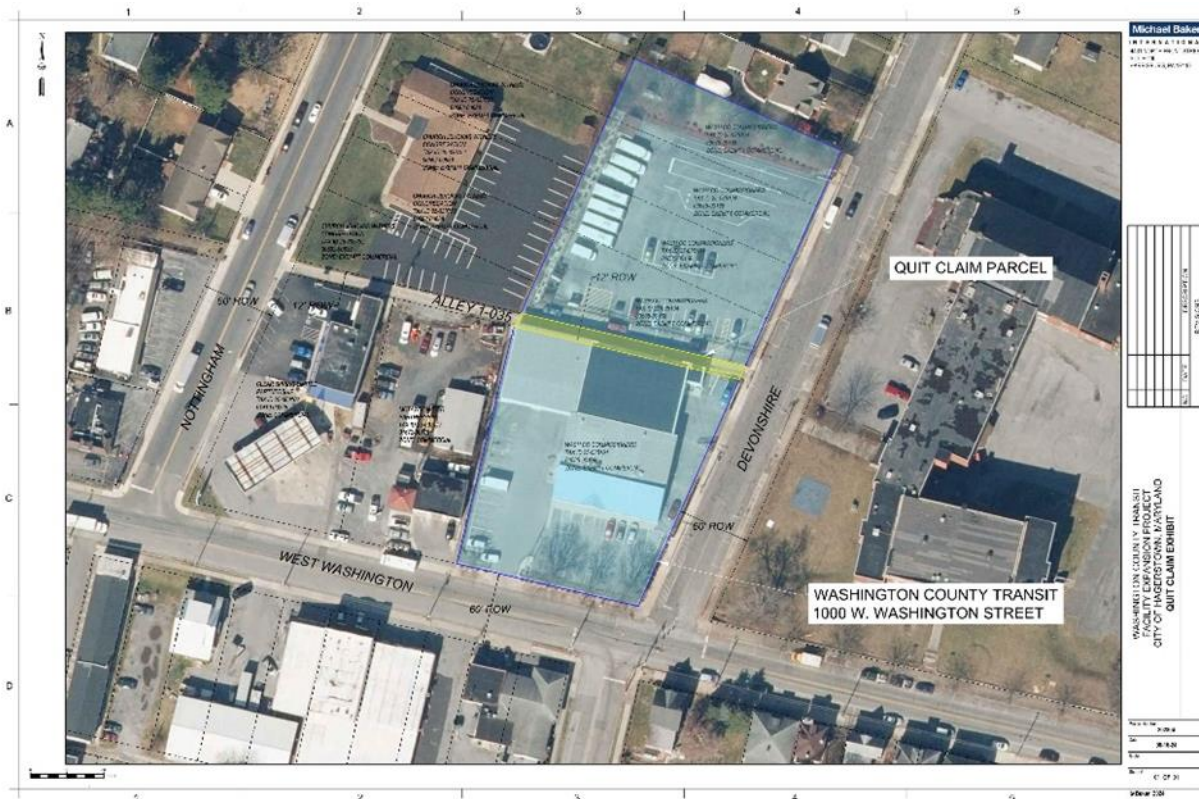
As part of the needs assessment, it was assumed that the Quit-Claim deed to Alleyway No. 1-35 would be successfully obtained through the City Council approval of Washington County's Quit Claim application request. In Section 6 Quit Claim, provides an elaboration of the Quit Claim application process that was submitted to the on September 4, 2024 (note at the time of this study's preparation the Quit Claim request is still pending City approval). Figure 4 is a visual of the Quick-Claim deed request to the applicable portion of the alleyway.

The alleyway area is integral to the spatial planning and architectural design phases, as the incorporation of the alleyway into the site plan would facilitate the expansion of critical infrastructure. The additional land area provided by the alleyway will reduce safety risks by eliminating the no-low visibility of the cross traffic of the alleyway for vehicles exiting the bus wash, enhance logistical efficiency by optimizing bus storage with

universal parking, designated space for interior circulation, the elimination for Line Service Attendants to have a CDL, and thereby improving overall required operational site space needs.

Obtainment of the Quit-Claim deed to the alleyway is essential for aligning the facility's operational capabilities with both current and projected future demands. If the Quit-Claim deed is not obtained, then this would necessitate an additional 10-foot setback along the northern lot's alleyway. This setback will result in a significant reduction of available fleet vehicle storage capacity and introduce further operational challenges for WCT.

**Figure 4. Quit-Claim Area of Alleyway No. 1-35**



## Current to Future Comparison

The collected data was pivotal in conducting a comprehensive analysis of current facility requirements, identifying potential areas for expansion, and making informed decisions regarding spatial calculations. This information is essential for understanding the evolving facility needs of WCT and for strategizing future initiatives that align with their projected growth.

The data was meticulously analyzed to address the following key questions:

- » Does WCT's current facility adequately meet their operational requirements?
- » What are the spatial requirements to accommodate WCT's projected growth?

Utilizing the collected data, insights from interviews, and the APTA FSNC, the assessment team developed theoretical floor plan layouts to ascertain the spatial requirements. Table 1 itemizes WCT's current spatial allocation against its projected requirements.

**Table 1. WCT Space Needs Assessment**

Use	Current Sq. Ft.	Need Sq. Ft.	Current Needs Met
Administration	2,314	5,230	Needs Not Met
Maintenance	5,191	6,882	Needs Not Met
Interior Vehicle Storage	7,715	24,458	Needs Not Met
Total Building	15,220	36,570	Needs Not Met
Vehicle Parking	~48 spaces*	27 / 36 spaces**	Needs Met
Stormwater Management	0	8,000 SF	Needs Not Met

\*Number of existing physical spaces.

\*\* Number of spaces required (27) per the City's Land Management Code (LMC) Article 4 Zoning requirements for parking / Number of physical spaces to be provided as part of the proposed expansion.

Table 2 presents a detailed breakdown of the facility's administration, maintenance, and storage areas, both for the current year and projected for 2050. Accompanying this table, Figure 5 offers a current visual representation, while Figure 6 provides a future visual depiction of the facility.

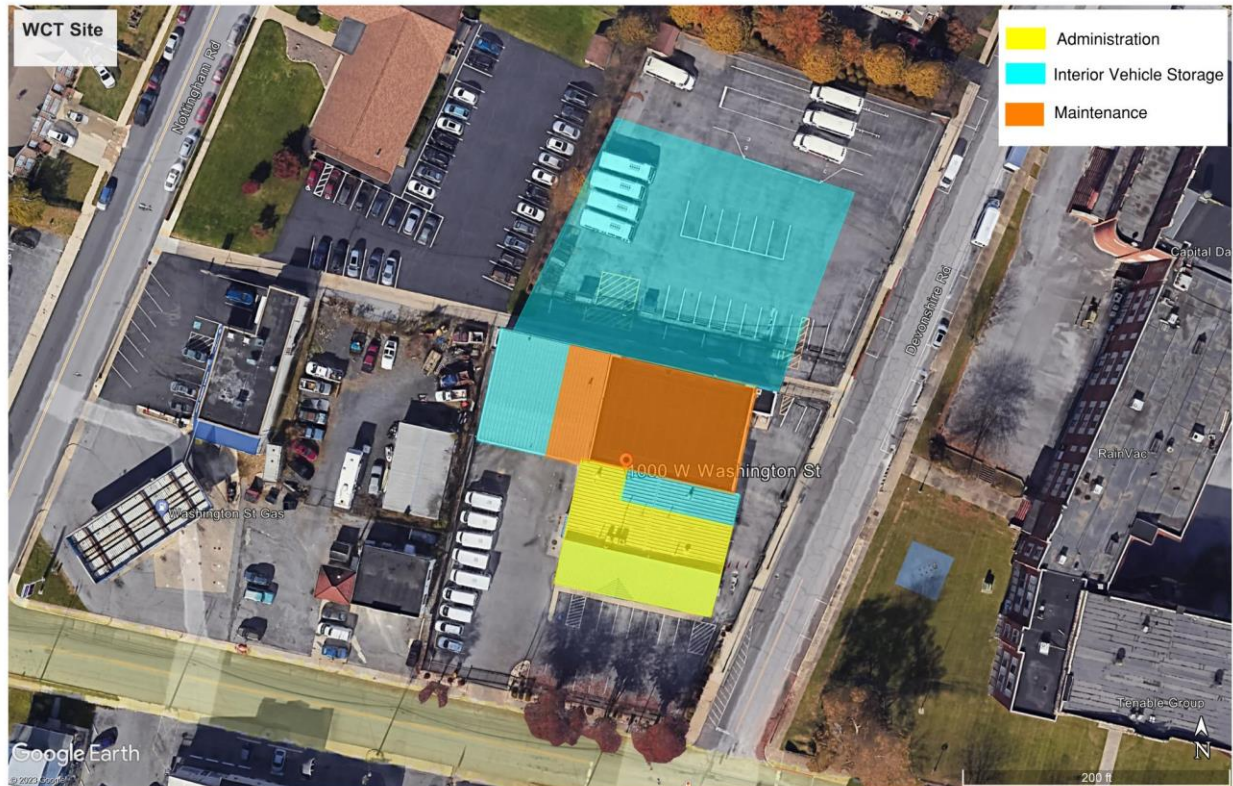
**Table 2. Facility Breakdown**

Use	Current Sq. Ft.	Year 2050 Sq. Ft.
Administration	2,134	5,230
Maintenance	5,191	6,882
Interior Vehicle Storage	7,715	24,458



**Figure 5. Current Facility Space**



**Figure 6. 2050 Facility Space**

The results of the assessment, when contrasted with the current facility's capabilities, reveal that the existing infrastructure is insufficient to meet the anticipated operational and spatial requirements projected for the year 2050. This discrepancy underscores the necessity for strategic upgrades and expansions to ensure that the facility can accommodate future demands, advancements, and increased capacity needs.

## Current Circulation and Operations

### ADMINISTRATION

The current administration area (delineated in yellow) in Figure 5 has reached its maximum capacity with all offices and workspaces currently occupied. Any increase in staff or services would necessitate the sharing of offices and workspaces. Furthermore, this area lacks adequate workflow circulation, and the alignment of workspaces is suboptimal. The dispatch office is located within this area, posing a risk as all employees have access to freely walk about the building.

Table 3 delineates all the administration working areas. Table 4 enumerates all full-time and part-time employees utilizing this area.

**Table 3. Administration Work Area**

Area	Room	Dimension	Size Sq Ft.	Area	Notes
Lobby	100	15' X 14'	210	Administration	
Restroom	101	5' X 7'	35	Administration	ADA Gender Neutral Public Restroom
Copy/Storage	102	18' X 10'	180	Administration	
Hallway	103	22' x 4'	88	Administration	Administration
Restroom	104	4' X 4'	16	Administration	Women's Restroom
Kitchenet	105	8' X 7'	56	Administration	
Restroom	106	4' X 4'	16	Administration	Men's Restroom
Office	107	10' X 10'	100	Administration	Operation Supervisor
Office	108	10' X 14'	140	Administration	Fiscal Technician
Office	110	8' X 10'	80	Administration	Training Room
Office	129	12' X 11'	132	Administration	Communication Specialist
Office	131	10' X 12'	120	Administration	Communication and Outreach Manager
Office	132	10' X 8'	80	Administration	Communication Specialist
Office	109B	10' X 16'	160	Administration	Directors
Conference Room	109A	14' X 17'	238	Administration	
Hallway	111	4' X 10'	40	Administration	Administration - Maintenance
Break Room	130	18' X 14'	252	Administration	Drivers Lounge
Other			191	Administration	Hallways, Wall space, Miscellaneous
<b>Total</b>			<b>2,134</b>		



**Table 4. Administration Area Employee Count**

Use	Full-time	Part-time	Total
Administration	6	0	6
Operations	8	31	39
<b>Total</b>	<b>14</b>	<b>33</b>	<b>45</b>

## MAINTENANCE

The current maintenance area (delineated in orange) in Figure 5 has reached its maximum capacity in terms of office space, workspaces, storage, and parts areas. The maintenance department currently lacks additional office space to accommodate future personnel. The facility is equipped with only two fully operational repair bays, each with inherent limitations. Furthermore, the maintenance department faces constrained storage capacity for equipment and tools, necessitating the use of portions of the repair bays for storage purposes. Table 5 delineates all the maintenance working areas.

**Table 5. Maintenance Working Area**

Area	Room	Dimension	Sq. Ft.	Area	Notes
Parts Room	112	23' X 8'	184	Maintenance	Parts Storage
Parts Storage	Lower	32' X 8'	256	Maintenance	Parts Storage
Repair Bay	113	48' X 16'	768	Maintenance	Large Repair Bay (Primary)
Repair Bay	115	48' X 17'	816	Maintenance	Large Repair Bay (Primary)
Office	114	10' X 22'	220	Maintenance	Fleet and Facility Manager
Storage Area	116	13' X 15'	195	Maintenance	Equipment Storage
Restroom	117	14' X 6'	84	Maintenance	Gender Neutral Restroom and Shower
Fire/Sprinkler Room	122/133	14' X 7'	98	Maintenance	Rooms Merged Together
Hallway	123	14' X 4'	56	Maintenance	Maintenance - Bus Storage
Locker Room	124	10' X 8'	80	Maintenance	Operator/Maintenance Lockers
Repair Bay	125	16' X 40'	640	Maintenance	Repair Bay
Restroom	126	6' X 6'	36	Maintenance	Operator/Maintenance Gender Neutral Restroom



Area	Room	Dimension	Sq. Ft.	Area	Notes
Restroom	127	6' X 6'	36	Maintenance	Operator/Maintenance Gender Neutral Restroom
Office	128	12' X 8'	96	Maintenance	Line Service Attendant Office
Other			1,630	Maintenance	Other Storage Areas, Walkways, Wall Space
Total			5,195		

Washington County Transit is currently encountering difficulties in recruiting Line Service Attendants due to the requirement for candidates to possess a Commercial Driver's License (CDL), necessitated by the need to traverse the alley between parcels. This stipulation significantly restricts the candidate pool, complicating the recruitment process. A successful Quit Claim would preclude the CDL requirement, as vehicles would no longer need to exit the property. This modification would streamline the hiring process, enabling WCT to attract a broader spectrum of candidates and fill positions more efficiently. Additionally, it would reduce the costs associated with CDL training and certification, resulting in further operational savings.

The existing bus wash system is constrained by its design as a portable, walk-around unit rather than a conventional drive-through system. This battery-operated apparatus can only service a limited number of vehicles and requires over eight hours to recharge. Furthermore, the water supply necessitates continuous refilling, presenting an additional challenge. These limitations substantially impact the efficiency and effectiveness of vehicle maintenance operations. The prolonged charging time and frequent water refills lead to extended downtime, thereby reducing the number of vehicles that can be serviced within a given timeframe. This not only affects the cleanliness and upkeep of the fleet but also has potential implications for vehicle longevity and public perception.

Currently, only diesel-powered vehicles can be refueled onsite. However, the fueling station's location within the paratransit vehicle parking and employee parking area poses significant challenges. This arrangement can lead to congestion and potential safety hazards, as well as disrupt the workflow and accessibility for both paratransit operations and staff. The future facility will need to have the capability to support and accommodate alternative fuels for WCT future fleet transition.

## FLEET VEHICLE STORAGE

Due to current constraints in vehicle storage capacity (delineated in blue) in Figure 5, only fixed-route vehicles are accommodated indoors, while all paratransit and non-revenue vehicles are stored externally. Ideally, all fleet vehicles, irrespective of their revenue-generating status, should be housed indoors. Indoor storage is advantageous as it preserves the vehicles by shielding them from continuous exposure to environmental elements, provides a secure environment to mitigate theft and damage, and ensures a safe, well-illuminated area for vehicle access. Table 6 delineates the current interior storage area and Table 7 identifies the location where each fleet vehicle is stored.

**Table 6. Current Interior Storage**

Area	Mode	Sq. Ft.
Storage 1	Fixed Route	3,720
Storage 2	Fixed Route	3,995
Total		7,715

**Table 7. Storage Location**

ID	Mode	Length FT	Year	Make	Model	Storage
713	Fixed Route	30	2015	Eldorado	Passport	Interior
714	Fixed Route	30	2015	Eldorado	Passport	Interior
715	Fixed Route	30	2021	Eldorado	Passport	Interior
716	Fixed Route	30	2021	Eldorado	Passport	Interior
717	Fixed Route	30	2021	Eldorado	Passport	Interior
718	Fixed Route	30	2021	Eldorado	Passport	Interior
719	Fixed Route	30	2021	Eldorado	Passport	Interior
720	Fixed Route	30	2021	Eldorado	Passport	Interior
801	Fixed Route	32	2022	Eldorado	EZ-Rider	Interior
802	Fixed Route	32	2022	Eldorado	EZ-Rider	Interior
803	Fixed Route	32	2022	Eldorado	EZ-Rider	Interior
804	Fixed Route	32	2022	Eldorado	EZ-Rider	Interior

805	Fixed Route	32	2022	Eldorado	EZ-Rider	Interior
505	Paratransit	21	2015	Chevy	3500	Exterior
506	Paratransit	22	2017	Ford	E-350	Exterior
507	Paratransit	22	2017	Ford	E-350	Exterior
508	Paratransit	23	2021	Ford	E-450	Exterior
509	Paratransit	23	2017	Ford	E-450	Exterior
510	Paratransit	23	2017	Ford	E-450	Exterior
205	Paratransit	16	2019	Ford	Transit	Exterior
206	Paratransit	16	2019	Ford	Transit	Exterior
T-1	Non-Revenue	16	2005	Chevy	Silverado	Exterior
S-1	Non-Revenue	15	2008	Chevy	Uplander	Exterior
S-3	Non-Revenue	15	2022	Chevy	Equinox	Exterior
S-4	Non-Revenue	15	2024	Chevy	Malibu	Exterior
S-5	Non-Revenue	15	2024	Chevy	Malibu	Exterior

## Space Program and Operating Needs Requirements

### ADMINISTRATION

The proposed administration area expansion and reconfiguration (delineated in yellow) in Figure 6 will encompass ADA upgrades and designated spaces for cubicles, workstations, restrooms, nursing room, breakroom, conference rooms, meeting rooms, and a training room. These spaces are designed to support the administration functions of the transit system, providing comfortable, efficient, and accommodating environment for staff to perform their duties. The breakroom includes a kitchen, computer workstations, restrooms, mailboxes, communication boards, and material storage areas. The lounge serves as a multifunctional space for all staff, offering a place to rest, collaborate, and access essential resources. Lockers and restrooms ensure personal belongings are secure and staff have access to necessary facilities. The nursing room supports staff with nursing needs, and computer workstations enable administration tasks and communication.

Table 8 provides a proposed detailed breakdown of the administration area. Table 9 enumerates all full-time and part-time employees utilizing this area.

**Table 8. Administration Area**

Area	Room	Size Sq. Ft.	Department	Title/Function
Large Office	109B	180	Administration	Director
Small Office	108	100	Administration	Fiscal Technician
Small Office	129	95	Administration	Communication Specialist
Small Office	132	95	Administration	Communication Specialist
Small Office	131	100	Administration	Communication & Outreach Manager
Small Office	107	100	Administration	Operations Supervisor
Small Office	153	100	Administration	Safety and Training Coordinator
Small Office	150	95	Administration	Meeting/Interview Room
Small Office	151	100	Administration	Expansion
Small Office	152	100	Administration	Expansion
Small Office	154	100	Administration	Expansion
Large Storage Room	180	350	Administration	File Storage
Conference Room	109	400	Administration	Conference Room
Training Room	110	200	Administration	Training Room
Restroom	101	35	Administration	ADA Gender Neutral Public Restroom
Restroom	104	16	Administration	Gender Neutral Restroom
Restroom	106	16	Administration	Gender Neutral Restroom
Restroom	126	36	Administration	Operator/Maintenance Gender Neutral Restroom
Restroom	127	36	Administration	Operator/Maintenance Gender Neutral Restroom
Copy & Supply	161	40	Administration	Copy Room
Nursing Room	160	80	Administration	Private Room
Phone/Computer	140	50	Administration	Employee Room
Vault	190	100	Administration	Vault, Safe, and Counting Room
IT Utility Room	191	150	Administration	Utility Room
Nook	170	140	Administration	Counter, Sink, Microwave
Employee Lounge	300	450	Administration	Kitchenette, Tables, Quiet Room, TV, Mailboxes

Area	Room	Size Sq. Ft.	Department	Title/Function
Office	128	120	Administration	Line Service Attendant Office
Small Storage Room	200	100	Administration	Lost and found
Fire/Sprinkler Room	122/123	98	Administration	Rooms Merged
Restroom	117	84	Administration	Gender Neutral Restroom and Shower
Locker Room	124	100	Administration	Operator/Maintenance Lockers
Hallway	103	300	Administration	Hallway
Hallway	111	140	Administration	Hallway
Hallway	New	104	Administration	Left Side N/S
Hallway	New	240	Administration	Service to Lounge
Vestibule/Hallway	100	200	Administration	Vestibule/Hallway
Hallway	New	80	Administration	Bathroom Shower Hallway
Other		400	Administration	Space Adjusting
<b>Total</b>		<b>5,230</b>		

**Table 9. Administration Area Employee Count**

Use	Full-time	Part-time	Total
Administration	7	2	9
Operators	8	38	46
<b>Total</b>	<b>15</b>	<b>40</b>	<b>55</b>

## MAINTENANCE

The proposed maintenance area expansion and reconfiguration (delineated in orange) in Figure 6 will encompass designated spaces for service bays, parts storage, wash systems, administration offices, functional equipment placement, equipment storage, restrooms, and showers. The service bays are outfitted for vehicle maintenance and repairs, ensuring the fleet remains in optimal condition. Parts storage and wash systems are critical for maintaining vehicle performance and cleanliness. Administration offices within this area facilitate maintenance management, while equipment storage ensures all necessary tools and materials

are readily accessible. Restrooms and showers provide essential facilities for maintenance personnel. Table 10 provides a proposed detailed breakdown of the maintenance area.

**Table 10. Maintenance Area**

Area	Room	Size Sq. Ft.	Department	Title/Function
Large Office	210	150	Maintenance	Fleet and Facility Manager
Small Office	100	100	Maintenance	Service Coordinator
Large Bay	201	900	Maintenance	All Vehicles All Repairs
Large Bay	202	900	Maintenance	All Vehicles All Repairs
Large Bay	203	900	Maintenance	All Vehicles All Repairs
Storage	220	700	Maintenance	Equipment Storage
Fluid Room	230	150	Maintenance	Bulk Fluid
Storage	250	500	Maintenance	Parts Storage
Tire Area	240	500	Maintenance	Tire Repair
Bus Wash		1,612	Maintenance	Bus Wash
Hallway/Walkway/Delivery		470	Maintenance	
<b>Total</b>		<b>6,882</b>		

Maintenance bay counts are derived from the FSNC, which projects the total future vehicle inventory, segmented by vehicle dimensions and service modes. Table 11 provides a detailed analysis of the WCT's fleet projected composition, while Table 12 specifies the square footage of the universal maintenance bays and the corresponding fuel lane requirements.

**Table 11. Fleet Breakdown**

Vehicle Type	Total
Fixed Route	15
Paratransit	12
Non-Revenue	6
<b>Total</b>	<b>33</b>

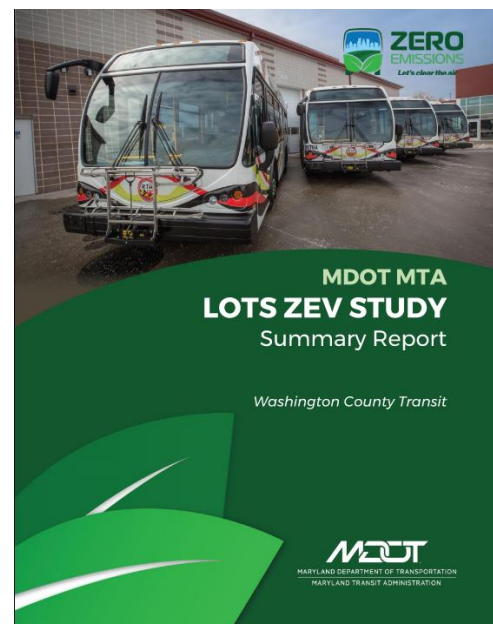
**Table 12. Maintenance Bay and Fuel Lane Requirement**

Item	Quantity	Size Sq. Ft.	Total
Maintenance Bays	3	900	2,700
Fuel Lane	1	5,000	5,000

Implementing onsite fueling is crucial and offers significant cost-saving potential for WCT. By negotiating fuel prices with a vendor, WCT can secure a reduced rate compared to standard pump prices, resulting in substantial financial savings over time. Currently, 42% of the fleet operates on gasoline, while 58% utilizes diesel. Among revenue vehicles, 33% use gasoline and 67% use diesel. It is recommended to utilize a fuel tank with capacities of 2,000 gallons for gasoline and 10,000 gallons for diesel. This capacity would accommodate weekly refills and provide a buffer period in case of scheduling delays or delivery issues.

An onsite fueling station and management system not only ensure a steady supply of gasoline but also enhance operational efficiency by reducing downtime associated with offsite refueling. The onsite fueling system can improve fleet management by enabling better monitoring and control of fuel usage, leading to more accurate budgeting and forecasting, as well as the implementation of fuel-saving strategies. Overall, investing in an onsite and modern fueling system is a strategic move that supports WCT's operational objectives and financial health, and increases WCT's commitment to environmental sustainability.

The facility will need to have the capability to support future alternative fueling methods, including the infrastructure necessary for electric vehicle (EV) charging stations, compressed natural gas, hydrogen fueling stations, or other sustainable energy sources. The facility must have the capability to support at least one of these alternatives fueling methods if selected, ensuring the WCT system remains environmentally friendly and future-ready, and aligning with the [Maryland Department of Transportation \(MDOT\) Zero Emissions and FTA's Low or No Emissions Program goals](#).



A stationary bus wash, equipped with a chassis wash, capable of servicing both paratransit-sized vehicles and fixed-route buses, is essential for WCT's operations and maintenance needs. Implementing a comprehensive wash system will prevent early vehicle deterioration by removing corrosive substances and debris, thereby extending the lifespan of the WCT fleet. A traditional drive-through wash system would allow for continuous operation, servicing a higher volume of vehicles with greater consistency. A state-of-the-art wash system should also incorporate water recycling technology. This not only aligns with WCT's environmental sustainability goals by reducing water consumption but also results in significant cost savings over time. By having a proper wash system, this will enhance operational efficiency, improve vehicle maintenance standards, and project a more professional image to the public. It would also contribute to the overall longevity and performance of the fleet, ensuring that the vehicles remain in optimal condition and continue to provide reliable service to the community.

## FLEET VEHICLE STORAGE

The proposed new 21,300 sq. ft. fleet vehicle storage space area expansion (delineated in blue) in Figure 6 will encompass designated spaces for the storage of both revenue-generating and non-revenue vehicles. Within this new storage facility, vehicles will be systematically arranged in lines and parked in a nose-to-tail configuration to optimize spatial efficiency. The vehicle storage aisles will require the width for operators to perform a proper pre-trip allowing for the space to deploy the vehicle lift. The storage facility is engineered to shield vehicles from environmental elements and ensure they are readily accessible for dispatch and maintenance operations. Table 13 delineates the spatial requirements for vehicle storage, derived from the APTA FSNC. Additionally, Table 14 provides a detailed breakdown of the projected fleet vehicles by size.

**Table 13. Vehicle Storage Requirements**

Storage Mode Size	Sq. Ft.
Fixed Route	12,000
Paratransit	7,500
Non-Revenue	1,800
<b>Total</b>	<b>21,300</b>



**Table 14. Vehicle Length Breakdown**

Length	15 FT	16 FT	21 FT	22 FT	23 FT	30 FT	32 FT
Fixed Route						8	7
Paratransit		6	1	2	3		
Non-Revenue	4	2					

## PARKING

The proposed parking area expansion and reconfiguration will encompass designated spaces for the parking of employee and visitor vehicles. The parking area is strategically positioned to provide convenient access to the facility while ensuring the safety and security of vehicles.

The parking allocation is calculated based on the City of Hagerstown's Land Management Code v3.11, Article 4: Zoning Ordinance, O. Off-Street Parking Requirements, 4. Required Number of Parking Spaces as follows:

- Office building: One space per 200 square feet of net floor area
- Transportation terminals (trucking, etc.): One space per main shift employee.

Table 15 details the net office space, Table 16 specifies the peak main shift employees, and Table 17 provides a count for all parking spaces.

**Table 15. Net Office Space**

Area	Room	Size Sq. Ft.	Department	Title/Function
Large Office	109B	180	Administration	Director
Small Office	108	100	Administration	Fiscal Technician
Small Office	129	95	Administration	Communication Specialist
Small Office	132	95	Administration	Communication Specialist
Small Office	131	100	Administration	Communication & Outreach Manager
Small Office	107	100	Administration	Operations Supervisor
Small Office	153	100	Administration	Safety and Training Coordinator
Small Office	150	95	Administration	Meeting/Interview Room

Area	Room	Size Sq. Ft.	Department	Title/Function
Small Office	151	100	Administration	Expansion
Small Office	152	100	Administration	Expansion
Small Office	154	100	Administration	Expansion
Large Office	210	150	Maintenance	Fleet and Facility Manager
Small Office	100	100	Maintenance	Service Coordinator
Total Rounded Up		1,600 = 8 parking spaces		

**Table 16. Peak Main Shift Employees**[illegible]

### Table 17. Total Parking Spaces

Code Category	Spaces Needed
Peak Main Shift Employees	19
Office Space Sq ft / 200 Sq Ft	8
<b>Total</b>	<b>27</b>

## NEEDS ANALYSIS CONCLUSION

After a thorough analysis of Washington County Transit's current and projected operational needs, it is evident that a larger facility is imperative to support the organization's growth and enhance service delivery. Expanding the administration space is crucial to accommodate additional staff and streamline administrative functions. Furthermore, a comprehensive storage facility is essential to securely house all transit vehicles, protecting them from environmental elements, ensuring they are readily accessible for deployment, extending the lifespan of the vehicles, and increasing WCT's overall operational safety. Additionally, the inclusion of a maintenance area with ample storage and three repair bays is vital for the efficient servicing of the fleet, minimizing downtime and extending the lifespan of the vehicles. This strategic expansion will enable WCT to meet current demands and future operations, thereby ensuring continued excellence in transit services for the community.

## 3 ENVIRONMENTAL SCREENING NEEDS

The environmental screening conducted on the WCT property and the following findings do not fulfill requirements under the National Environmental Policy Act (NEPA), but rather are intended to highlight the NEPA environmental subject areas that will require further investigation through the project's engineering and design phase (assuming federal funds will be used in the design and/or construction phase) . Should the project progress, the appropriate coordination must occur with state and federal agencies as indicated throughout this document.

### Environmental Screening

The environmental screening process relied on field views and desktop research of online data sources to provide the necessary site context for each of the following topics. No outside agency coordination was conducted for this study. The location of environmental resources identified within or adjacent to the project area can be found on the Environmental Resources Map included as **Attachment C**.

### LAND USE & ZONING

Existing land use types in the area are mixed, consisting of commercial, transportation, and residential uses. The WCT facility property is located within a mixed-use area, consisting of residential uses and commercial businesses such as, an automobile garage, a gas station and convenience store connecting to a Salon and Barber shop, as well as other non-residential uses, including the adjacent Jehovah's Witnesses church

property. The WCT parcel consists of the administrative building, indoor vehicle storage, a vehicle maintenance building, paved parking/bus circulation, and a bus wash bay. Prior to 1972, the WCT parcel was originally a Chevrolet Dealership. The southern lot housed the main building and customer parking, while the northern lot was used to store the majority of the vehicles for sale.

According to the City of Hagerstown's Land Management Code (LMC), Article 4 Zoning, the WCT property zoned Commercial – General (CG), which is to provide locations for businesses of a general nature to serve the community. According to the City Engineering and Planning Departments, the WCT transit facility use of the property is a conforming permitted use under the LMC. In addition to the meeting the LMC's off-street parking requirements, the proposed expansion will also need to conform to the CG's applicable maximum bulk and area requirements specified as follows:

» Setbacks:

- Front = 15 ft.
- Rear = 30 ft.
- Side = 20 ft. (25 ft. when adjoining a residential district)

» All Public Street Frontages Are Front Yards. On corner lots and through lots, all sides of a lot adjacent to streets shall be considered front yards, but only the side of the lot opposite the frontage of the building shall be considered the rear yard.

- Height: 60 ft.

## CITY STORMWATER

Washington County Transit prepared a Stormwater Pollution Prevention Plan for their facility previously on May 1, 2023. This document details the facility's discharge of BOD (Biochemical Oxygen Demand), non-tidal bacteria, nutrients such as phosphorous, and sediment into Antietam Creek. Potential pollutants include activities such as transit vehicle fueling and maintenance, as well as potential leaks from tanks #1-#5 that are tied to either city sewer or to a sample location. WCT has enacted stormwater control measures to address these issues. These include BMPs (Best Management Practice) such as materials storage for waste, minimizing drips and debris of vehicles in storage, and storage of motor oils and fluids in the vehicle and equipment maintenance areas. WCT also has detailed spill response procedures in place to address minor or major discharge and resulting waste disposal.

The City of Hagerstown's Stormwater Management regulations specified under Chapter 213 of the City Code apply to the WCT facility expansion project. Discussions with the City Engineer confirmed that the § 213-9 Redevelopment standards including those listed below, will specifically apply.

- » § 213-9 B.(1) Reduce impervious area within the limit of disturbance (LOD) by at least 50% according to the Design Manual;
- » § 213-9 B.(2) Implement ESD to the MEP to provide water quality treatment for at least 50% of the existing impervious area within the LOD; or
- » § 213-9 B.(3) Use a combination of Subsection B(1) and (2) of this section for at least 50% of the existing site impervious area.
- » § 213-9 C. Alternative stormwater management measures may be used to meet the requirements in Subsection B of this section if the owner/developer satisfactorily demonstrates to the City Engineer that impervious area reduction has been maximized and ESD has been implemented to the MEP.
- » § 213-9 D. The City may develop separate policies for providing water quality treatment for redevelopment projects if the requirements of Subsections A and B of this section cannot be met.

## HAZARDOUS WASTE

The United States Environmental Protection Agency's (U. S. EPA) NEPAAssist Tool was queried to identify potential sources of hazardous materials releases within the project study area. No Superfund, Brownfields, or Toxic Release Inventory (TRI) facilities under the jurisdiction of the EPA were identified within the study area.

Resource Conservation and Recovery Act Information (RCRAInfo) properties were also reviewed. According to the U.S. EPA, the "RCRAInfo system enables cradle-to-grave waste tracking of many types of information regarding the regulated universe of RCRA hazardous waste handlers. RCRAInfo characterizes facility status, regulated activities, and compliance histories in addition to capturing detailed data on the generation of hazardous waste from large quantity generators and on waste management practices from treatment, storage, and disposal facilities." These facilities have the potential to be an environmental concern for the Subject Parcel through the migration of soil and groundwater contaminants during leaks or spills. One RCRAInfo property, a very small quantity generator, is located approximately 0.10 miles south of the project area, along Concord Street at Coderman's Auto Body. This location is also a site of air pollution concern,

described as a General Automotive Repair with minor emissions of total particulate matter, metal hap, and volatile organic compounds (VOCs). Another site of air pollution concern, Amoco, is located approximately 0.05 miles from the facility, along West Washington Street to the west. This location is described as a Gasoline Service Station with minor emissions of total particulate matter. There are no other hazardous waste sites within 0.25 miles of the project area (**Attachment C**).

Hazardous waste facilities are mapped on the Environmental Resources Map in **Attachment C** to provide a general sense of where some hazardous materials facilities are located in the vicinity of the project area. However, these databases are not wholly inclusive of hazardous materials facilities, and some hazardous contaminants are capable of migrating significant distances. A Phase I Environmental Site Assessment (ESA) would consider hazards in much greater detail (note the Environmental Screening process confirmed no previously recorded or knowledge of a Phase I ESA for the WCT property).

## SECTION 106

### Aboveground Properties

A review of the Maryland Historical Trust's Cultural Resources Information System, Medusa, identified no previously recorded, historic-age (50 years of age or older) aboveground properties within or surrounding the subject parcels. The surrounding parcels contain a mixture of late-nineteenth century through mid-twentieth century housing, early-to-mid-twentieth century commercial buildings, and an early-twentieth century former school building.

An architectural survey is recommended to determine if historic properties are present within the project's area of potential effects.

### Archaeological Sites

A review of Medusa found no previously recorded archaeological sites or archaeological investigations on or adjacent to the subject parcels. There have been five previous archaeological surveys and there are five previously recorded archaeological sites within one mile of the subject parcels. These resources are located within the Hagerstown Historic District and the Hagerstown City Park Historic District and include Pre-Contact Native American resources and nineteenth and twentieth century historic occupations in downtown Hagerstown.

Historic maps, atlases, and aerial photography from the early 1900s through present-day indicate that the subject parcels were not developed until the early 1950s and the commercial use of the parcels appears to

have been unchanged since then. Prior to the 1950s this area was outside the historically developed downtown and was likely in agricultural use.

The potential for Pre-Contact archaeological resources on the subject parcel is considered low due to its location away from available water sources and because of the development of the parcel in the 1950s. Similarly, the archaeological potential for historic period resources is low because this immediate location does not appear to have been occupied prior to the 1950s.

## WATER RESOURCES

### Waterways

A cursory review of Maryland's Environmental Resource and Land Information Network (MERLIN) did not identify any waterways within 0.25 miles of the project study area.

### Wetlands

A cursory review of the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) did not identify any wetlands within the project study area.

A review of the Natural Resources Conservation Service (NRCS) Web Soil Survey for the project area and surrounding area identified soils as non-hydric, Urban land. The NWI Map and hydric rating soils map are both included in **Attachment D**. A desktop review of topographic mapping and aerial imagery by Michael Baker wetland staff determined that there is no potential for wetlands to occur within the boundaries of the project area.

### Floodplains

The Federal Emergency Management Agency (FEMA) has mapped the project study area on Flood Insurance Map 24043C0138D, effective August 15, 2017. According to the FEMA Flood Insurance Rate Map, the study area is mapped within Zone X (Area of Minimal Flood Hazard). A FEMA FIRMette is included within **Attachment E**.



## RECREATIONAL RESOURCES

Databases were queried to identify recreational resources within the vicinity of the study area. These websites included MERLIN, the Maryland Department of Natural Resources (DNR)'s website, DNR's Maryland Trail Atlas, the State of Maryland's Recreation Atlas, and aerial imagery.

There are several recreational resources in the project vicinity. Hellane Park is a city-owned recreational park located about 0.14 miles northwest of the project area. This park is home to the West End Little League and Hagerstown Colt League's baseball fields, as well as being used by locals for its bike paths and playground equipment. Additionally, National Road Park is another city-owned recreational park designed by neighborhood residents to honor Maryland's National Road history and to provide an innovative play area for children. This park is located about 0.22 miles east of the project area, along West Washington Street.

No protected federal lands, state game lands, state forests, or recreational trails were identified in the project vicinity.

### Section 4(f) and Section 6(f) Resources

Below is a summary of each recreational resource's Section 4(f) or Section 6(f) status.

- Hellane Park is an outdoor recreational venue owned by the City of Hagerstown. This park may qualify as a Section 4(f) resource.
- National Road Park is a small park owned by the City of Hagerstown. This park may qualify as a Section 4(f) resource.

No other protected federal lands, state game lands, state forests, conservancies, Rails to Trails, or recreational trails were identified within the study area. Likewise, no properties receiving Land and Water Conservation Fund grants were identified within 0.25 miles of the study area.

The distance between the proposed project area and the identified recreational resources is great enough that the project will likely not result in a Section 4(f) use.

## THREATENED AND ENDANGERED SPECIES

A threatened and endangered species assessment was completed for the WCT facility and immediate surrounding area using the online US Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) tool. IPaC is a project planning tool which streamlines the USFWS environmental review

process by providing an official species list containing a list of species and critical habitat that should be considered under Section 7 of the Endangered Species Act. A response from the USFWS dated September 3, 2024, details the results of the assessment (**Attachment F**). The results indicate potential impacts to a candidate species, the Monarch Butterfly (*Danaus plexipus*). However, no critical habitats were found to exist within the designated project area. Further coordination with the USFWS is required through submission of a project review request to the local Maryland Fish and Wildlife Service Field Office.

Additionally, seven migratory birds of conservation concern are expected to occur or may be affected by project activities at this location, including Bald Eagles (*Haliaeetus leucocephalus*) and Golden Eagles (*Aquila chrysaetos*). These species are protected under the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. Activities for this project are unlikely to affect the listed species in the project area. However, if the presence of migratory birds is confirmed in the project location, then the local Maryland Fish and Wildlife Service Field Office should be contacted to assist with implementing proper conservation measures to avoid or minimize potential impacts.

Official species lists obtained from IPaC are valid for 90 days. After 90 days, project proponents should confirm their results by requesting an updated official species list for their project in IPaC.

## NEPA DOCUMENTATION

If the proposed project plans to receive federal funding through the Federal Transit Administration (FTA), the project is subject to NEPA, Section 106 (36 CFR PART 800), and Section 4(f) (36 CFR 59.3) requirements. It is likely that the proposed work will fall under the Categorical Exclusions (CE) identified in Title 23 Chapter I, Part 771, subsections § 771.116, § 771.117, and § 771.118. Coordination should be initiated with the state and/or federal funding agency(ies) to discuss environmental documentation requirements. If FTA funding is applicable, then FTA's CE Worksheet is the anticipated document type.

## OTHER PERMITTING

Additional environmental permits regulated by Sections 401 and 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act will likely not be required for impacts to wetlands, waterways, and floodways, or for installation of new outfalls. As the project progresses, early coordination with applicable federal, state, and local agencies is recommended to ensure the appropriate permit(s) and types of permit(s) are selected for the project.

## Recommendations

Based on the cursory desktop environmental screening, this study recommends the following as project design progresses:

1. The project team should consider conducting a Phase I ESA to determine if further action is in order. Communications with Washington County and WCT staff confirmed that a Phase I ESA was not previously performed for the property.
2. An architectural survey is recommended to determine if historic properties are present within the project's area of potential effects.
3. The results of an online IPaC query indicate potential impacts to a candidate species, the Monarch Butterfly (*Danaus plexipus*), under the jurisdiction of the USFWS. The project team should coordinate with the USFWS through submission of a project review request to the local Maryland Fish and Wildlife Service Field Office.
4. Coordination should be initiated with the state and/or federal funding agency(ies) to discuss environmental documentation requirements. If FTA funding is applicable, then FTA's CE Worksheet is the anticipated document type.
5. Early coordination with applicable federal, state, and local agencies is recommended to ensure the appropriate permit(s) and types of permit(s) are selected for the project.

## 4 CONCEPTUAL FACILITY DESIGN AND SITE PLAN LAYOUT

### Initial Site Concepts

Working with WCT management, HEPMPO, Maryland Transit Association (MTA), and Hagerstown City staff, Michael Baker created a design concept that would address administration, maintenance, storage needs, ensure ADA compliance, and meet City of Hagerstown Code requirements.

It was determined that expanding the current facility to their northern parcel and conducting a Quit-Claim for the portion of Alleyway No. 1-35 bisecting the property. Doing so would allow the property to be designed as one continuous parcel optimizing and maximizing the current building footprint and defined setbacks. Based on this design the consultant team created a design scheme that focused on the feasibility of expanding the facility northward. Other considerations in the development of these schemes include:

- » Allowing WCT to maximize its current facility footprint without having to rebuild parts of the facility.
- » Allowing WCT the continue to operate at the current level and build in phases without disrupting the daily day-to-day operations.
- » Eliminating the safety concerns of vehicles traveling in the alley for transit vehicles leaving the facility and crossing over the alleyway.
- » Eliminating the need for LSA's to have a commercial driver's license.
- » Accommodating inside storage of all WCT fleet vehicles.
- » Including program space for additional administration space for expansion and workspaces to include a large conference room and adequate training area.
- » Supporting future needs for alternative energy/fuels.
- » Providing for a modern and expanded gasoline and diesel fueling and storage.
- » Streamlining servicing vehicles and reduce additional circulation.

### **Design Scheme Site Layout**

The proposed WCT facility expansion design scheme illustrated in Figure 7 will fully utilize the existing ~1.7-acre lot owned by Washington County, as well as the additional alleyway. The administration building will remain in its current location and expand into the existing maintenance area. The maintenance operations will be relocated to the current fixed-route vehicle storage area. The bus wash facility will remain unchanged but will incorporate a stationary bus wash system. Fleet vehicle storage will be situated in the current overflow parking lot and will be connected to the maintenance department. Employee parking will also be located in the current overflow parking lot.

A significant concern with this scheme is the necessity of acquiring the alleyway through a Quit-Claim deed. If the Quit-Claim is denied by the City Council, this scheme will be unfeasible, rendering the proposed plans inoperative. However, after consultations with the Planning Commission and City Council, it has been determined that the Quit-Claim is feasible under specific conditions, allowing for the advancement of transit infrastructure in Hagerstown and Washington County.



Figure 7. Site Layout



## 5 FINANCIAL ANALYSIS AND CAPITAL FUNDING STRATEGY

### Cost Estimation

A probable cost estimate of the sketch-level design concepts for the proposed WCT facility expansion was developed and is itemized in Table 18. The probable cost estimate was calculated using construction industry standards and procedures based on the parameters shown in Table 18. The probable cost estimate was prepared to assist WCT with programming the project into its capital improvements plan and to begin developing a capital budgeting strategy to achieve the project.

**Table 18. WCT Facility Expansion Probable Cost Estimate**

Element	GSF	NSF	Cost	Subtotal
Administration	5,230	2,916	\$ 307/ sf	\$ 895,212
Maintenance	6,882	1,691	\$ 319/ sf	\$ 539,429
Interior Vehicle Storage (structure to support alternative fuels)	24,458	21,300	\$ 359/ sf	\$ 7,646,700
Parking Lot	15,800	15,800		\$ 43,901
Fleet Fueling Island and Staging	5,040	5,040		\$ 2,983,994
Stormwater Management	8,000	8,000		\$ 68,789
Additional Scope				\$ 1,171,335
<b>Total</b>	<b>65,410</b>	<b>54,747</b>		<b>\$ 13,349,360</b>
Cost Escalation to Mid-point construction				\$ 2,336,138
<b>Escalation Construction Cost - Subtotal</b>				<b>\$ 15,685,498</b>
Construction Contingency				\$ 3,137,100
Engineering/Arch Design				\$ 2,823,390
Construction Management During Construction				\$ 1,694,034
<b>Estimated Probable Total Cost</b>			<b>\$</b>	<b>23,340,022</b>



The sketch level-based cost estimate of approximately \$23,340,022 supports WCT's capital planning and budgeting process, which will identify and program appropriate and available funding necessary to finance the proposed improvements. **Attachment G** provides a further breakdown for each line item. Given the estimated costs, it is recommended that WCT consider the next phase to obtain funding for the engineering and design and then for the construction of the project.

## Capital Funding Strategy

Table 19 identifies a number of potential funding resources that could be used to program WCT's capital budget for the proposed facility expansion project. It is highly recommended that WCT continue to build both public and private support for its facility expansion project to maximize and leverage these programs to the greatest extent possible.

**Table 19. WCTA Facility Expansion Funding Resources**

Funding Source	Summary
<b>Federal</b>	
<b>FTA Bus &amp; Bus Facilities Infrastructure Investment Program</b>	The FTA Bus & Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients such as EPTA to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants.
<b>FTA Capital Investment Grant (5309)</b>	<p>This FTA discretionary grant program funds transit capital investments, including heavy rail, commuter rail, light rail, streetcars, and bus rapid transit. Federal transit law requires transit agencies seeking Capital Investment Grant (CIG) funding to complete a series of steps over several years.</p> <ul style="list-style-type: none"> <li>• For New Starts and Core Capacity projects, the law requires completion of two phases in advance of receipt of a construction grant agreement: Project Development and Engineering.</li> <li>• For Small Starts projects, the law requires completion of one phase in advance of receipt of a construction grant agreement: Project Development.</li> </ul>
<b>FTA Low- or No-Emission Grant Program</b>	The Low- or No-Emission Grant Program 5339I provides funding for eligible uses to include purchasing or leasing low- or no-emission buses, acquiring low- or no-emission buses with a leased power source, constructing or leasing facilities and related equipment (including intelligent technology and software) for low- or no-emission buses, constructing new public transportation facilities to accommodate low- or no-emission buses, and rehabilitating or improving existing public transportation facilities to accommodate low- or no-emission buses.

<b>USDOT Better Utilizing Investments to Leverage Development (BUILD)</b>	The BUILD Grant program, managed by the U.S. Department of Transportation (USDOT), provides funding for significant surface transportation infrastructure projects, including those related to public transit. BUILD grants can be used for a variety of public transportation projects, such as the construction and improvement of transit facilities. The program aims to enhance economic competitiveness, improve safety, promote environmental sustainability, increase quality of life, and support innovative solutions in public transportation. By funding transit projects, the BUILD Grant program helps improve mobility, reduce congestion, and provide more efficient and reliable public transportation options.
<b>Congressionally Directed Spending Requests</b>	In fiscal year (FY) 2025, the Senate will accept requests for earmarks, formally called congressionally directed spending (CDS). Earmarks allow Members of Congress to request that federal funds be set aside for specific projects in their states. This is an opportunity for state, local, and tribal governments, and nonprofit organizations to apply for funding for projects that would benefit from a one-time allocation of funds.
<b>Congestion Mitigation and Air Quality Program</b>	CMAQ provides funding to areas in nonattainment or maintenance for ozone, carbon monoxide, and/or particulate matter. States that have no nonattainment or maintenance areas still receive a minimum apportionment of CMAQ funding for either air quality projects or other elements of flexible spending. Funds may be used for any transit capital expenditures otherwise eligible for FTA funding as long as they have an air quality benefit.
<b>Economic Development Initiative (EDI) - Community Project Funding (CPF) grant</b>	The Economic Development Initiative (EDI), Community Project Funding (CPF) grant is a congressionally legislated provision that directs specific approved funds to be awarded to a particular entity for a specific amount and to be spent on the project or purpose identified in the authorizing legislation. This provision is made explicit in a particular a fiscal year's appropriations bill. <sup>04</sup> CPF grants have been used for a variety of economic development and community development purposes across the country.
<b>Inflation Reduction Act (IRA)</b>	The Inflation Reduction Act (IRA) expanded tax credits for various renewable and clean energy initiatives, such as investments in electric vehicles (EVs), EV charging stations, alternative fuels, and renewable technologies including solar, wind, geothermal, and battery storage.
<b>State</b>	
<b>MDOT, Maryland Transit Administration</b>	The Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) directs funding and statewide assistance to Locally Operated Transit Systems (LOTS). Additionally, a number of funding programs are available to transportation operators throughout the State. These programs support both public transportation and specialized transportation services.
<b>MDOT Transportation Discretionary Grants</b>	The MDOT Discretionary Grants are designed to support a wide range of transportation projects across Maryland. These grants are part of the Maryland Department of Transportation's efforts to enhance infrastructure and improve transportation systems statewide.
<b>Statewide Transit Innovation Grant</b>	The MDOT MTA Statewide Transit Innovation Grant is a competitive grant program with the goal of supporting local efforts to improve transit reliability, improving access and connections to activity centers, and improving transit mobility options. The program seeks to fund cost-effective public transportation projects that reduce delays for people and

	improve connectivity between regional and economic population centers. Projects may incorporate bus, rail, or other transit modes.
<b>Toll Credits – Maryland Toll Credit Account Balance</b>	Federal law permits States with toll facilities to earn credits that can be applied towards the non-Federal share requirement on Federal-aid projects. Toll facilities may include toll roads, bridges, tunnels, and ferries that serve as a link on a public highway. A toll authority may be a public, quasi-public, or private entity, including a chartered multistate agency or State Department of Transportation. The private entity may be under contract or concession agreement with the State. A State may earn toll credits when a public, quasi-public, or private agency uses toll revenues to build, improve, or maintain highways, bridges, or tunnels that serve the public purpose of interstate commerce. Currently, Maryland's FY23 ending toll credit balance is \$462,058,788.

## Next Steps

WCT and the Washington County Board of Commissioners should continue working with HEPMPO and MDOT MTA to execute a funding strategy, inclusive of the funding opportunities identified above, and monitor their application for the FY25 BUILD Discretionary Grant, previously known as RAISE Grant that will secure funding for the facility's engineering and design, including NEPA clearance. Completing the design phase of the project will position the County to pursue multiple funding options for the project's construction.

Additionally, WCT and the Washington County Board of Commissioners should continue to advocate for the Hagerstown City Council's approval of the Quit Claim Deed for the portion of Alleyway No. 1-35 necessary to support the facility expansion project. The Quit Claim process is detailed in the following section.

## 6 QUIT CLAIM

### Purpose

The purpose of the Quit Claim Deed request is to facilitate the planned expansion of WCT's W. Washington Street transit facility that houses our administration offices, and bus maintenance and storage operations. The planned expansion will be accommodated on WCT's existing property inclusive of the proposed Quit Claim area of Alley No. 1-35. The location of the Quit-Claim resources identified within or adjacent to the project area can be found in **Attachment H**.

Washington County Transit has been a steadfast presence at this location for several decades, providing over 516,000 annual passenger trips. However, due to the significant increase in public transit demand over the years and the projected future mobility growth, they find their current space increasingly constrained.

## Application

The Washington County Public Works Department has submitted a Quit Claim application to the City of Hagerstown for the portion of the city owned Alley No. 1-35 that divides the Washington County Transit (WCT) property (Parcel #25035194) located at 1000 W. Washington Street, Hagerstown, MD into two separate lot areas. In pursuant to the Hagerstown City's Quit-Claim Policy E-260.

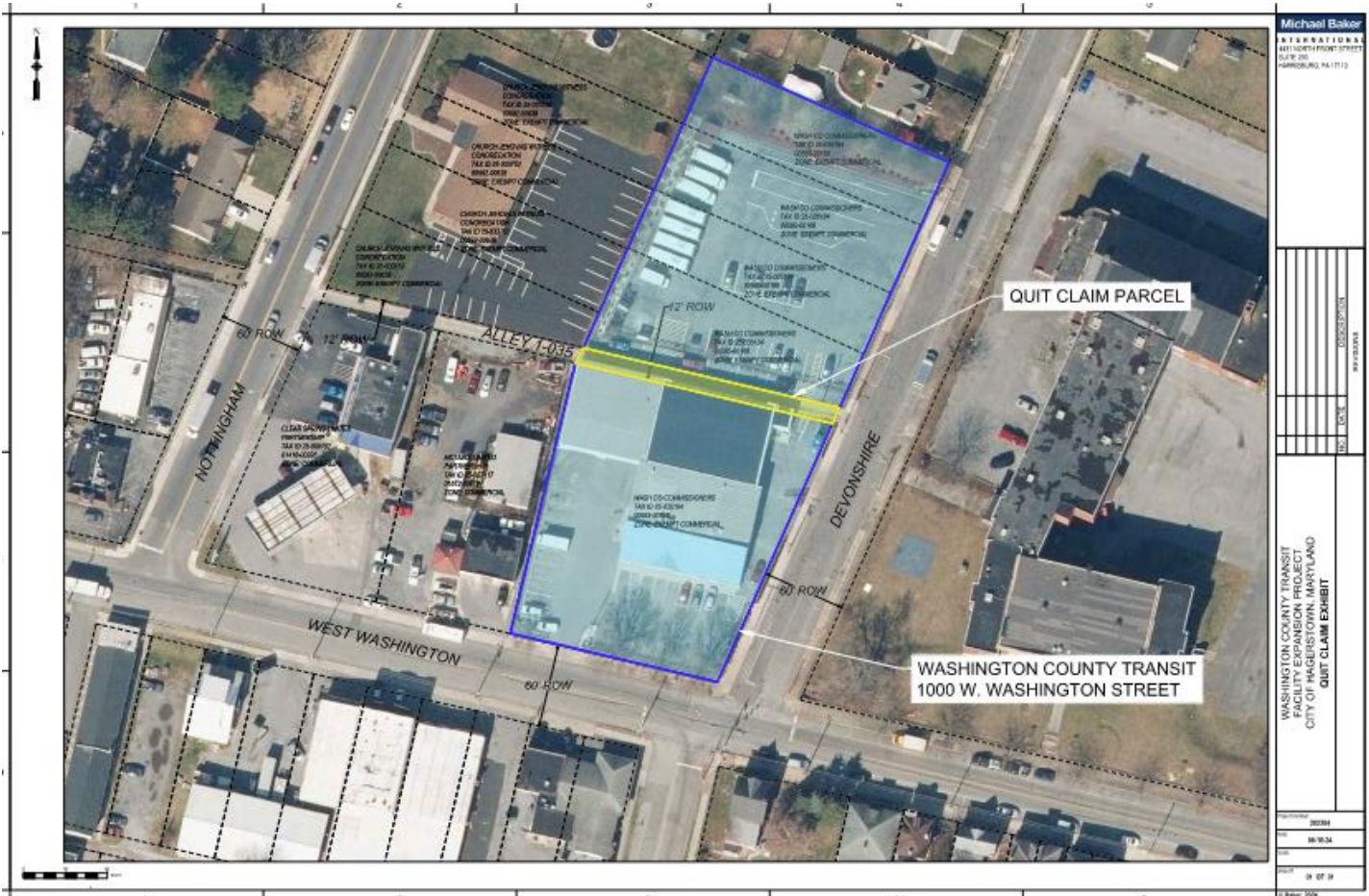
Washington County Transit is working with the Hagerstown/Eastern Panhandle MPO to examine the facility expansion needs and determine the requirements for accommodating these needs within the confinements of our current property (Parcel #25035194). Obtaining the City's approval of this Quit Claim request will permit WCT to maximize its current property area for the planned expansion, which is crucial to meet the growing needs of our community and to continue providing efficient and reliable public transit services.

The Figure 8 is a sketch plan exhibit illustrates WCT's property boundaries in conjunction with Alley No. 1-35. As illustrated, Alley No 1-35 extends between Devonshire Rd. and Nottingham Rd. and its eastern segment divides our property into two separate lots along our entire parcel boundary. WCT is submitting this Quit Claim request for the eastern segment of Alley No. 1-35 only.

The western segment, which is not part of WCT's Quit Claim request, serves as the primary driveway access to the Jehovah's Witness property located at 30 Nottingham Rd, Hagerstown, MD (Parcel No. 25033752), secondary access to the 1020 W. Washington Street property, and rear access to the commercial property located at 1014 W. Washington St. Washington County has notified each of these property owners of the County's Quit Claim request through certified mailings, copies of which are attached to this application.



Figure 8. Quit-Claim Parcel



The following is a timeline of WCT's Quit Claim request to the City of Hagerstown:

On October 9, 2024, WCT, HEPMP, and Michael Baker attended the Hagerstown Planning Commission meeting. During the meeting WCT and Michael Baker presented the case for the needs of the Quit-Claim and the impacts making their recommendation to city council would have for the future of WCT.

On October 15, 2024, WCT and Micheal Baker attended the City Council work session and presented the case for support of the Quit-Claim. During this meeting WCT and Michael Baker presented a presentation and

answered questions from City Counsel. The result of this meeting was that City Council was in favor of the Quit-Claim under the following two conditions (**Attachment H**).

- » WCT needs to confirm favor of the request with the other two property owners.
  - On December 4, 2024, WCT received written acknowledgment and support from the two property owners (**Attachment H**).
- » WCT needs to continue to work with Jehovah Witness to address their parking and access concerns/needs.
  - On December 11, 2024, WCT supported the Jehovah's Witness parking plan in support of the Quit Claim at the Planning Commission Workshop.

On March 18, 2025, a representative for WCT attended the City Council work session to present the Quit-Claim request. This request was made following WCT's fulfillment of the two conditions stipulated by the City Council's October 15, 2024, meeting (**Attachment H**).

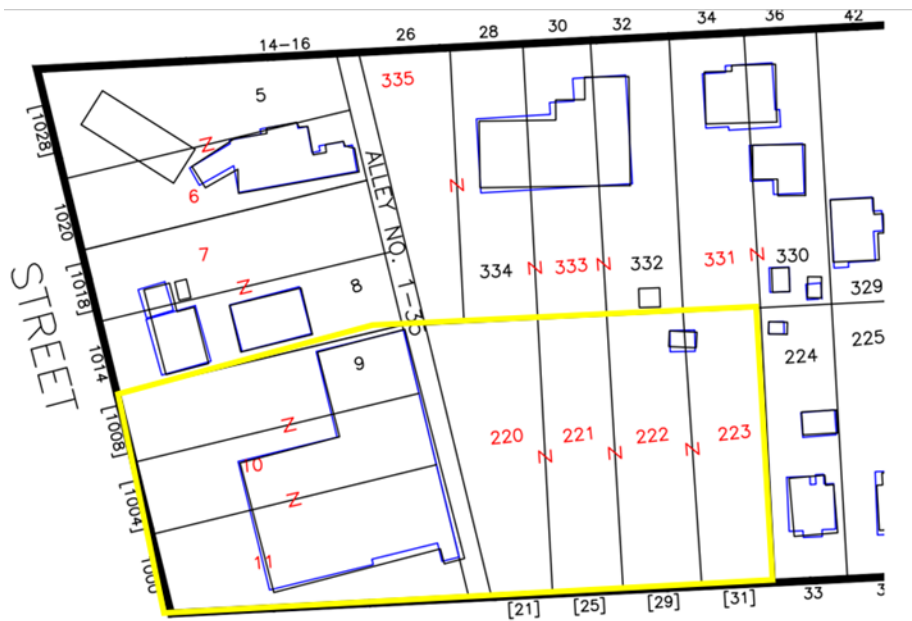
On March 25, 2025, a representative for WCT attended the City Council City regular session to introduce the Quit-Claim Ordinance. The City Council voted 4-0 in favor of the Quit-Claim (**Attachment H**).

On April 22, 2025, a representative for WCT attended the City Council regular session, where the City Council was presented with the Quit Claim Deed (**Attachment H**).

At the time of the publication of this study, the Quit-Claim is scheduled to become effective on May 22, 2025 (**Attachment H**).

## 7 LOT CONSOLIDATION

Pending the Hagerstown City Council's approval of the Quit Claim Deed Request, Michael Baker's subconsultant partner and Maryland Licensed Professional Land Surveyor (PLS), Frederick, Seibert & Associates, Inc (FSA) will proceed with preparing a lot consolidation plan of the existing Washington County-owned parcel. The lot consolidated plat will incorporate the Quit Claimed portion of the Alleyway No. 1-35 and into Parcel #25035194 and consolidate the parcel's existing seven (7) lots (delineated in yellow) as illustrated in Figure 9 into one single and contiguous parcel area. The final lot consolidation plat will ultimately be recorded with the County. The location of the Lot Consolidation resources to the project area can be found in **Attachment I**.

**Figure 9. WCT Parcel #25035194 Lots**

Source: City of Hagerstown Tax Maps. <https://www.hagerstownmd.org/250/Mapping-Surveying>



## 8 ATTACHMENTS



Washington County  
M A R Y L A N D

HEPMPO

33 West Washington St.  
Ste. 402 - 4th Floor.  
Hagerstown, MD 21740

[HTTPS://HEPMPO.COM/](https://HEPMPO.COM/)





# Washington County Transit (WCT)

1000 Washington Street, Hagerstown, MD



# WCT Expansion Feasibility Study

- Washington County Transit (WCT) needs to expand its current facility located on the county-owned ~1.7-acre parcel at 1000 W. Washington St., to provide additional space to meet its current and future (year 2050) administrative and operational needs.
- The existing WCT property and facility is highly constrained; it does not accommodate the current number of WCT fleet vehicles and administrative staff, inhibits safe bus circulation, and is entirely impervious.
- WCT's expansion needs are also supported by WCT's historic growth and its Five-Year Transit Development Plan (TDP), which projects its current annual ridership to increase by 30% by 2030.





# WCT Expansion Feasibility Study

- WCT, in collaboration with the Hagerstown/Eastern Panhandle MPO (HEPMPO) and the Maryland Transit Administration (MTA), engaged Michael Baker International, Inc. in July 2024 to execute a Facility Space Needs Assessment and Conceptual Design Feasibility Study.
- The Feasibility Study was funded by HEPMPO and Michael Baker was engaged under its on-call contract with the MPO.
- The study (1) evaluated WCT's facility space requirements to meet its current and future (year 2050) administrative and operational needs, and (2) determined if the current ~1.7-acre site could accommodate the facility expansion requirements.

May 2025



## WASHINGTON COUNTY TRANSIT Facility Expansion Feasibility Study





# Existing Operation Challenges

- All current office space is occupied and no room for additional expansion in the existing building
- Conference room is undersized
- No training room space
- Paratransit vehicles are parked outside
- On-site gasoline refueling is not available
- An outdated and inefficient portable bus washing machine is used for vehicles
- Transit busses currently make unsafe crossings over the public alleyway
- Vehicle movement requires the use of public streets; requires additional CDL-licensed drivers



# Space Needs Assessment

Use	Current Sq. Ft.	Need Sq. Ft.	Current Needs Met
Administration	2,314	5,230	Needs Not Met
Maintenance	5,191	6,882	Needs Not Met
Interior Vehicle Storage	7,715	24,458	Needs Not Met
Total Building	15,220	36,570	Needs Not Met
Vehicle Parking	~48 spaces*	27 / 36 spaces**	Needs Met
Stormwater Management	0	8,000 SF	Needs Not Met

\*Number of existing physical spaces.

\*\* Number of spaces required (27) per the City's Land Management Code (LMC) Article 4 Zoning requirements for parking / Number of physical spaces to be provided as part of the proposed expansion.



# Proposed Expansion Concept



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



# Next Steps

- Pending USDOT's June 28, 2025, decision on MTA's FY2025 USDOT BUILD Discretionary Grant Application.
- Quit Claim Ordinance enacted and Deed for Alley 1-35 has been granted.
- Lot Consolidation Plan for 1000 Washington St. completed and pending recording.
- WCT will continue to collaborate with HEPMPO and MTA on other funding sources for implementation.

May 2025



## WASHINGTON COUNTY TRANSIT Facility Expansion Feasibility Study



# Questions?

May 2025

The full study can be viewed on the  
HEPMPO website.

<https://hepmo.com/our-work/special-studies/>



## WASHINGTON COUNTY TRANSIT Facility Expansion Feasibility Study





## Agenda Report Form

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### Open Session Item

**SUBJECT:** The Community Free Clinic Charity Tournament – License Agreement

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Andrew Eshleman, Director of Public Works

**RECOMMENDED MOTION(S):** Move to approve the License Agreement with the Community Free Clinic to use Board of County Commissioners of Washington County owned property at 520 Western Maryland Parkway, Hagerstown for a Charity Tournament.

**REPORT-IN-BRIEF:** The Community Free Clinic hosts an annual MUDD Volleyball Charity Tournament. For many years the County leased property at the Hagerstown Regional Airport to host the event. Due to recent event permitting issues at the Airport, an alternate location is required. Multiple sites were considered and reviewed. The County recently purchased property at 520/540 Western Maryland Parkway and the 520 Western Maryland Parkway property is a suitable undeveloped site that accommodates the event date and facility requirements to host the event.

**DISCUSSION:** This year will be the 25<sup>th</sup> anniversary of the MUDD Volleyball Tournament, which is a major fundraiser for the Community Free Clinic. The Washington County Board of Commissioners have historically supported the event via providing in-kind facility use. The Agreement provides a fifteen-day period in July for the event. The Community Free Clinic is responsible for all setup and removal of event facilities including site stabilization. No permanent facilities are permitted. The Community Free Clinic shall be responsible for providing insurance and compliance with all applicable laws, rules and regulations. The Agreement affords the opportunity for annual renewal. The Community Free Clinic understands that the County has long term plans for use of the property and the Agreement describes the County's right to terminate.

**FISCAL IMPACT:** None

**CONCURRENCES:** County Attorney and Sheriff's Office

**ALTERNATIVES:** Do not offer Agreement; find alternative site

**ATTACHMENTS:** License Agreement

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



## **LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic and a political subdivision of the State of Maryland (the “County”) and the **Community Free Clinic, Inc.**, a Maryland corporation, 249 Mill Street, Hagerstown, Maryland 21740 (the “Licensee”).

### **RECITALS**

WHEREAS, The County is the sole owner of the premises known as 520 Western Maryland Parkway (the “Premises”) and desires to permit the Licensee to License a portion of the premises for the 25<sup>th</sup> Anniversary MUDD Volleyball Charity Tournament (the “Charity Tournament”).

WHEREAS, The specifics of the Charity Tournament are outlined in a letter dated May 5, 2025 from Jeremy Cantner, Executive Director of the Community Free Clinic, to Andrew Eshleman, a copy of which is attached hereto as Exhibit A and is incorporated herein by reference.

WHEREAS, The parties desire to enter into a licensure agreement defining their rights, duties, and liabilities relating to the use of the premises by the Licensee for the Charity Tournament.

WHEREAS, the parties do not intend to establish a lease or landlord tenant relationship in this licensure agreement.

### **AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, obligations, and agreements contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Premises:** In exchange for goodwill and other valuable nonmonetary consideration, the sufficiency of which is hereby acknowledged, the County hereby grants to the Licensee a license to utilize the premises more particularly described as property at 520 Western Maryland Parkway, Hagerstown, Maryland and included as Exhibit B.
2. **Term of License:** The term of this license shall be for fifteen (15) days commencing July 10<sup>th</sup>, 2025 and ending July 25<sup>th</sup>, 2025.
  - a. Both parties hereto agree to the following:

The term of this license shall automatically renew yearly on July 10<sup>th</sup> of each year and terminate on July 25<sup>th</sup> of each year under the terms of this agreement.

The Licensee shall have the right to terminate this Agreement without cause, at the end of the Term, or any annual renewal periods, by giving the County written notice of its intention to terminate at least ninety (90) days prior to the start of the renewal periods.

The County shall have the right to terminate this Agreement, without cause, at any time without notice.

3. **Use of Premises:** Licensee shall use the Premises during the term of this license for the Charity Tournament only and for no other purpose. Licensee shall not construct any permanent facilities, improvements, storage units or alter the property in any permanent way. Licensee covenants to keep the premises clean and safe, to use all land, equipment, and facilities in or about the Premises in a proper manner and Licensee agrees to not deliberately or negligently waste or damage the Premises or knowingly allow any person to do so. If Licensee or any guest or invitee wastes or damages the Premises, Licensee shall promptly pay the County for any costs relating to the necessary repairs.

Licensee shall control the conduct and demeanor of its employees, its vendors, invitees, and of those doing business with it as well as any of those visiting the Premises as part of the Charity Tournament, in and around the Premises, and shall take such steps as are necessary to remove persons whom the County may, for good and sufficient cause, deem objectionable. Licensee shall keep the Premises clean and free of debris at all times. In utilizing the Premises during the terms of this Agreement, Licensee agrees to and shall comply with all applicable ordinances, rules and regulations, and laws established by any federal, State, or local government agency and by any reasonable rules and regulations promulgated by the County. Failure on the part of the Licensee to comply with these requirements shall be a breach of this Agreement.

4. **Insurance:** During the term of the Agreement, Licensee shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance:

Comprehensive General Liability Combined Single Limit (Bodily Injury and Property Damage) Occurrence	\$1,000,000 per
Liquor Liability	\$1,000,000

The insurance carrier and the form and substance of all policies shall be approved by the County. The insurance carrier shall be a responsible insurance carrier authorized to do business in the State of Maryland and shall have a policyholders' rating of no less than "A-" in the most recent edition of Best's Insurance Reports.

The Licensee shall name the Board of County Commissioners of Washington County, Maryland as an additional insured on all policies required herein; and shall provide the County with a certificate of insurance evidencing the above-referenced insurance and requiring at least thirty (30) days advance notice, in writing, of any cancellation or material change to the policy prior to the execution of this Agreement and upon any renewal of any policy required by this Agreement.

Said policies or certificates shall be delivered to the County prior to the execution of this Agreement. The name of the insured on the certificate of insurance must be the same as the "Licensee" on this Agreement.

5. **Indemnification:** Licensee shall hold harmless and indemnify the County and its agents, contractors or subcontractors or its or their present and future controlling persons, appointed or elected officials, directors, officers, agents, or employees from and against any and all fines, claims, suits, demands, actions, causes of action, liability and damages of any kind or nature including, but not limited to personal injury, death, or property damage arising in connection with Licensees use or occupancy of the Premises or other facilities at the property, or the act or omission of Licensee, Licensee's agents, servants, contractors or invitees (including reasonable attorney's fees, litigation expenses and court costs incurred by the County in defending against any such claim or in the enforcement of this paragraph).
6. **Compliance with Laws:** The Licensee shall comply with any and all applicable laws, rules, regulations, and guidelines of any governmental authority which may be applicable to the Premises and shall comply with all reasonable rules and regulations adopted by the County. The Licensee shall pay all costs, claims, fines, fees, and damages which may arise out of a failure of Licensee to comply with the provisions of this Paragraph and shall fully indemnify and hold the County harmless from all liability resulting from any acts of the Licensee, Licensee's employees, attendees, and/or invitees.
7. **Permits, Licenses, and Inspections:** Any and all permits, licenses, and inspections required by federal, State, and/or County agencies are the responsibility of the Licensee, who shall supply County with proof of compliance and satisfactory completion of any and all inspections.
8. **No Assignment :** Licensee agrees that the license granted in this Agreement shall not be assigned in whole or in part without the prior written consent of the County. This prohibition includes assignment or subletting by operation of law or otherwise.
9. **Licensee's Personal Property:** Neither the County nor its agents, contractors or subcontractors, or its or their present and future controlling persons, appointed or elected officials, directors, officers, agents, or employees shall be responsible for any loss or damage to any personal property of Licensee placed on, in, or about the Premises, or for any personal injury to Licensee's agent, employees, invitees, or contractors unless such



loss or damage is caused by the negligence or willful misconduct of the County or its contractors or subcontractors or its or their present and future controlling persons, directors, officers, agents, or employees. The County shall not be deemed a bailee as to any personal property placed on, in, or about the Premises, and Licensee agrees to pay, as additional rent, all reasonable costs incurred by the County in removing and storing any of Licensee's personal property remaining at the Premises following the expiration or termination of this Agreement. Licensee is encouraged to maintain property damage insurance on any personal property which is kept in, on, or about the Premises.

10. **End of Term:** Upon termination of this Agreement, by expiration or otherwise, Licensee shall immediately surrender possession of the Premises and the surrounding area in as good or better condition as when received, ordinary wear and tear excepted. Licensee shall leave the Premises in a clean, orderly, and useable condition. More specifically, as outlined in Exhibit A attached hereto and incorporated herein by reference, and within ten days of the event, the Licensee shall refill / backfill all excavated areas of the Premises and shall return those areas and any other disturbed areas to their original condition, including but not limited to, bringing in additional topsoil to the Premises and reseedling the affected or disturbed areas (the Licensee acknowledges that the removal of standing water in excavated areas may be necessary). Licensee further agrees to surrender the Premises free and clear of all personal or other property and debris and to timely return all equipment and keys to the Premises to the County. Licensee shall be liable for any and all damage to the Premises caused by Licensee's use.
11. **Default:** In the event of a default by Licensee of any provision of this Agreement, the County shall have the right to recover consequential damages resulting from Licensee's occupancy of the Premises beyond the expiration or earlier termination of this Agreement. In any action brought by or against the County in the interpretation or enforcement of this Agreement, Licensee, in addition to all other damages, shall pay the reasonable value of attorney's services incurred by the County in such action, together with the County's litigation expenses and court costs. This provision shall apply regardless of whether the County is represented in such proceedings by an attorney employed by the County.
12. **Right of Entry:** The County, its agents, servants, employees and contractors, and others with the consent of the County, shall have the absolute right to enter the Premises at reasonable times for the purposes of inspecting the same, making repairs, improvements, or betterments to the Premises or for any other lawful purpose, upon reasonable advanced oral or written notice to Licensee. In addition, the County reserves the right to have authorized persons enter the Premises in an emergency, without notice, at any time to ensure that it is free of fire, hazards, and debris.
13. **Notices:** Except as otherwise provided in this Agreement, all notices to be given to the Licensee under the terms of this Agreement shall be personally delivered to Licensee or

mailed by certified mail or commercial overnight courier to Licensee at the address specified on page 1 of this Agreement or to such other mailing address provided by Licensee to the County, or sent via electronic mail to the Executive Director of Licensee. All notices to the County shall be given in the same manner.

14. **Binding Effect:** This Agreement shall be binding upon and insure to the parties hereto, and their respective heirs, personal representatives, successors, and assigns.
15. **Non-Waiver:** The Failure of the County to insist upon compliance with any term of this Agreement shall not be deemed a waiver of any right to enforce such provision.
16. **Headings:** The headings are used herein are used for convenience or reference only and do not in any way define, limit, or describe the scope or intent of this Agreement.
17. **Severability:** The invalidity or unenforceability of one provision of this Agreement shall not affect the validity or enforceability of the other provisions.
18. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.
19. **Governing Law:** This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Maryland.
20. **Jurisdiction:** Any conflict arising between the parties related to this Agreement shall be adjudicated by the appropriate Court of jurisdiction in Washington County Maryland.
21. **Recitals:** The Recitals are hereby incorporated into this Agreement as substantive provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST / WITNESS:

**BORD OF COUNTY COMISSIONERS  
OF WASHINGTON COUNTY,  
MARYLAND**

BY: \_\_\_\_\_  
(SEAL)

John F. Barr, President

ATTEST / WITNESS:

**COMMUNITY FREE CLINIC, INC.**

\_\_\_\_\_

BY: \_\_\_\_\_  
(SEAL)

Board Member

Approved as to form and  
legal sufficiency:

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

Exhibit A: Letter from Community Free Clinic

May 5, 2025

To the Attention of Andrew Eshleman  
Washington County Public Works  
100 W. Washinton St. Suite 2400  
Hagerstown, MD 21740

Thank you so much for your support in providing the use of the property on Henson Blvd to be utilized as a site for the 2024 MUDD Volleyball Tournament. The Community Free Clinic is coming to you this year to request the use of the property located at 520 Western Maryland Parkway for the 2025 MUDD volleyball tournament. I appreciate your consideration of our request to utilize county property for this event.

We will do a preliminary set-up for the event on Friday July 18, 2025. The tournament will be held on Saturday July 19, 2025, beginning at 9:00 a.m. and runs until approximately 8:00 p.m.

This tournament is exactly what it is called. Volleyball played in the mud. Court preparation will begin approximately July 10, 2025, and will be constructed by Callas Contractors. The number of courts will depend on the number of teams registered to play. The volleyball courts are dug approximately 10-12 inches deep. The courts are then filled with sifted topsoil and water. Historically we have between 6 – 12 courts. Teams consist of 8-12 players. We will have food trucks and serve beer at this event. This is a special year as we are celebrating 25 years of MUDD Volleyball Tournaments.

Clean up of the event will be immediately following the tournament. We will have a dumpster and port-a-pots that will be picked up Monday morning.

The pits will be filled and the property back to its original state, also by Callas Contractors. Additional topsoil will be brought to the site if needed and the soil will be seeded with grass. This will take place as soon as the ground has dried to the point that the equipment can be brought back into the field.

The clinic does carry a \$1 million liability policy for this event and the Washinton County Commissioners will be named on that policy as an additional insured. Every player also signs a general liability form releasing all parties involved of liability.

Please contact me should you need additional information about the event. Thank you again for your generosity and your consideration of our request. MUDD Volleyball is our largest annual fundraiser, and we are looking forward to this year!

Sincerely,



Jeremy Cantner  
Executive Director

Exhibit B: Property plot map showing area of Premises (Insert new exhibit)



# Exhibit B





Exhibit C: Certificate of Insurance



## Agenda Report Form

### Open Session Item

**SUBJECT:** Bid Award (PUR-1749) Pole Barn Building Design and Construction

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Purchasing Director; Andrew Eshleman, Director of Public Works; Tom Gozora, Agriculture Education Center Facility Administrator; Jay Miller, President, Ag Board

**RECOMMENDED MOTION:** Move to award the procurement of a Pole Barn Building Design and Construction, to the responsive, responsible bidder, Reese's Home Improvement, Inc., of Boonsboro, MD, for a Total Lump Sum Bid Price of \$87,200.

**REPORT-IN-BRIEF:** The Washington County Agriculture Education Center, Inc, solicited design-build bids for a 60' wide x 120' long x 12' finished floor to ceiling wood post frame open pole barn building at the Washington County Agriculture Education Center.

The Invitation to Bid (ITB) was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" website, the County's website, in the local newspaper, and on the County's new electronic bid site (Euna/Ionwave). Fifty (50) persons/companies registered/downloaded the bid document online, and on June 4, 2025, the County accepted bids; eight (8) bids were received.

**FISCAL IMPACT:** Project is funded by the Washington County Agriculture Education Center Corporation "Ag Center Board" via a donation received from Adna Fulton

**CONCURRENCES:** Agriculture Education Center Board

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

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

**PUR-1749**  
**Pole Barn Building Design and Construction**

				<b>Warner Construction Frederick, MD</b>		<b>United Entrprises Greencastle, PA</b>		<b>Trang Construction Co. Bethesda, MD</b>	
				<b>Total Price</b>	<b>\$110,800.00</b>	<b>Total Price</b>	<b>\$149,000.00</b>	<b>Total Price</b>	<b>\$216,789.45</b>
<b>Line</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1	Item No. 1 - TOTAL PRICE FOR PROVIDING ENGINEERING/ ARCHITECTURAL DESIGN, CONSTRUCTION SERVICES AND RECORD DRAWINGS	1	EA	<u><b>\$11,703.00</b></u>	\$11,703.00	\$12,000.00	\$12,000.00	\$25,000.00	\$25,000.00
2	Item No. 2 - TOTAL PRICE FOR ALL POLE BARN BUILDING MATERIALS	1	EA	<u><b>\$49,092.00</b></u>	\$49,092.00	\$62,000.00	\$62,000.00	\$116,457.24	\$116,457.24
3	Item No. 3 -TOTAL PRICE FOR ERECTING AND CONSTRUCTING THE POLE BARN BUILDING	1	EA	<u><b>\$50,005.00</b></u>	\$50,005.00	\$75,000.00	\$75,000.00	\$75,332.21	\$75,332.21

				<b>Grassfield Construction, LLC Bethesda, MD</b>		<b>Fayetteville Contractors, Inc. Fayetteville, PA</b>		<b>Buildprotech, LLC Potomac, MD</b>	
				<b>Total Price</b>	<b>\$258,596.00</b>	<b>Total Price</b>	<b>\$347,033.00</b>	<b>Total Price</b>	<b>\$403,000.00</b>
<b>Line</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1	Item No. 1 - TOTAL PRICE FOR PROVIDING ENGINEERING/ ARCHITECTURAL DESIGN, CONSTRUCTION SERVICES AND RECORD DRAWINGS	1	EA	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
2	Item No. 2 - TOTAL PRICE FOR ALL POLE BARN BUILDING MATERIALS	1	EA	\$89,700.00	\$89,700.00	\$156,016.50	\$156,016.50	\$166,000.00	\$166,000.00
3	Item No. 3 -TOTAL PRICE FOR ERECTING AND CONSTRUCTING THE POLE BARN BUILDING	1	EA	\$143,896.00	\$143,896.00	\$156,016.50	\$156,016.50	\$202,000.00	\$202,000.00

*Bids Due: June 4, 2025*

**PUR-1749**  
**Pole Barn Building Design and Construction**

				<b>JFenterprises / Fox Enterprises Hagerstown, MD</b>		<b>Reese's Home Improvement, Inc. Boonsboro, MD</b>	
				<b>Total Price</b>	<b>\$142,700.00</b>	<b>Total Price</b>	<b>\$87,200.00</b>
<b>Line</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit</b>	<b>Extended</b>	<b>Unit</b>	<b>Extended</b>
1	Item No. 1 - TOTAL PRICE FOR PROVIDING ENGINEERING/ ARCHITECTURAL DESIGN, CONSTRUCTION SERVICES AND RECORD DRAWINGS	1	EA	\$5,700.00	\$5,700.00	\$7,950.00	\$7,950.00
2	Item No. 2 - TOTAL PRICE FOR ALL POLE BARN BUILDING MATERIALS	1	EA	\$73,300.00	\$73,300.00	\$50,000.00	\$50,000.00
3	Item No. 3 -TOTAL PRICE FOR ERECTING AND CONSTRUCTING THE POLE BARN BUILDING	1	EA	\$63,700.00	\$63,700.00	\$29,250.00	\$29,250.00

**Remarks / Exceptions:**

**Buildprotech, LLC**

Item #1 - VAABINT engineers, geotechnical engineers. Permit fees excluded.

Item #2 - Footings, Posts and connections are to be engineered as per Geotechnical findings. Trusses spaced at 24" O.C., or metal trusses required. All Framing wood is exterior grade pressure treated wood.

Item #3 - Including machinery, heavy equipment, mobilization, Supervision

**Reeses's Home Improvement**

Item No. 1 - \$7,200 is figured for excise tax. If tax does not apply. Total lump sum is \$80,000

	<b><u>Response Totals</u></b>		<b><u>Response Totals</u></b>
Reese's Home Improvement, Inc.	87,200.00	Fayetteville Contractors, Inc.	\$347,033.00
Warner Construction	\$110,800.00	Buildprotech LLC	\$403,000.00
JFenterprises / Fox Enterprises	142,700.00		
United Entrprises	\$149,000.00		
Trang Construction Co.	\$216,789.45		
Grassfield Construction LLC	\$258,596.00		

***Bids Due: June 4, 2025***



## Agenda Report Form

### Open Session Item

**SUBJECT:** Quotation Award (Q-25-800) Election Management Solution and Services for the Washington County Board of Elections

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing; Barry Jackson, Election Director

**RECOMMENDED MOTION:** Move to award the Quotation for the Election Management Solution and Services to the responsible, responsive bidder, Soch Inc., of Richmond, VA who submitted the responsive Total Lump Sum of \$70,177.87.

**REPORT-IN-BRIEF:** An election management system is required to replace an outdated election management system and combine multiple tools into one. This system will be a web-based dashboard to help the Board of Elections better manage the election process, to include election workers, polling places, inventory and supply management, and incident response. The system will be developed by Soch, Inc. to the Board of Elections' specifications in Year One, then Soch, Inc. will continue to provide support services through Years One, Two, and Three.

**DISCUSSION:** The Request for Quotation was advertised on the State of Maryland's "*eMaryland Marketplace Advantage*" website, the County's website, and on the County's new electronic bid site (Euna/Ionwave). Sixteen (16) persons/companies registered/downloaded the bid document online, and on May 21, 2025, the County accepted bids; five (5) bids were received. One (1) bid was received at a lower total sum however this bidder did not meet the specifications of the solicitation.

It was anticipated these services would be quoted below the \$50,000 threshold, which would not have required using the Invitation to Bid (ITB) advertisement process. As such, the Request for Quotation process was followed and not the formal bid process. As noted previously, a significant number of vendors reviewed the document; as such we do not believe publicly advertising the project in the newspaper would have yielded any difference in the final outcome. Given the value of the quotations, the Board of County Commissioners' approval is necessary to award the purchase of the equipment.

**FISCAL IMPACT:** Funds in the amount of \$70,177.87 are available in the department's account 515000-10-10400 for this purchase.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Quote Tabulation Matrix

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

**Q-25-800**

**Election Management Solution and Services**

				EasyVote Solutions Inc		Soch, Inc.		Tenex Software Solutions, Inc.	
				Total Price	\$37,000.00	Total Price	\$70,177.87	Total Price	\$150,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Implementation and Year One (1) Service and Support	1	YEAR	<u>\$14,000.00</u>	\$14,000.00	\$23,968.00	\$23,968.00	\$50,000.00	\$50,000.00
2	Year Two (2) Service and Support	1	YEAR	<u>\$11,500.00</u>	\$11,500.00	\$22,541.40	\$22,541.40	\$50,000.00	\$50,000.00
3	Year Three (3) Service and Support	1	YEAR	<u>\$11,500.00</u>	\$11,500.00	\$23,668.47	\$23,668.47	\$50,000.00	\$50,000.00

				Mobikasa, LLC		Kinetch (Kinetch Cloud LLC)	
				Total Price	\$210,000.00	Total Price	\$296,625.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Implementation and Year One (1) Service and Support	1	YEAR	\$170,000.00	\$170,000.00	\$148,875.00	\$148,875.00
2	Year Two (2) Service and Support	1	YEAR	\$20,000.00	\$20,000.00	\$73,875.00	\$73,875.00
3	Year Three (3) Service and Support	1	YEAR	\$20,000.00	\$20,000.00	\$73,875.00	\$73,875.00

	<u>Response Total:</u>
EasyVote Solutions, Inc. Wilmington, NC	\$37,000.00
Soch, Inc. Richmond, VA	\$70,177.87
Tenex Software Solutions, Inc. Tampa, FL	\$150,000.00
Mobikasa, LLC. New York, NY	\$210,000.00
Kinetch (Kinetch Cloud, LLC) San Antonio, TX	\$296,625.00

**Q-25-800**  
**Election Management Solution and Services**

**EasyVote Solutions, Inc. Wilmington, NC**

Delivery / Service can be performed no later than **30** calendar days from receipt of order

**Soch, Inc. Richmond, VA**

Line 1 - Estimated Date of Delivery is two weeks from the Start of the Contract Date

Line 2 - Service and support includes all software, hardware, security fix, patch and upgrades to the Integra. There is no need for any additional resources at county side to support it.

Line 3 - Estimated Date of Delivery: Fall 2027 (SaaS License)

**Tenex Software Solutions, Inc. Tampa, FL**

Line 1 - Estimated Date of Delivery: Fall 2025 (SaaS License)

Line 2 - Estimated Date of Delivery: Fall 2026 (SaaS License)

Line 3 - Estimated Date of Delivery: Fall 2027 (SaaS License)

**Mobikasa, LLC. New York, NY**

Line 1 - Cost for design, development and launch of the website

Line 2 - 600 hrs for maintenance per year

Line 3 - 600 hrs for maintenance per year

**Kinetch (Kinetch Cloud, LLC) San Antonio, TX**

Line 1 - Implementation time is 60 - 120 days, depending on the availability of team schedules

Line 2 - 1 year from contract signing

Line 3 - 2 years from contract signing





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Rejection of Request for Proposal (PUR-1743) Event Production Services

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing, Danielle Weaver, Director of Public Relations and Marketing

**RECOMMENDED MOTION:** Move to take action, in the best interest of the County, and to request the proposal for the Event Production Services be rejected due to the proposal exceeding the available budget, and request approval to re-advertise a revised document.

**REPORT-IN-BRIEF:** Notice of the Request for Proposal (RFP) was listed on the State of Maryland's "eMaryland Marketplace Advantage" (eMMA) website, on the County's website, on Euna's website, the County's new online bidding site, IonWave, and in the local newspaper. Eighty-Nine (89) persons/companies registered/downloaded the quote document online, and one (1) proposal was received for these services.

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Award (PUR-1747) Northwest Quadrant Utility Expansion at the Hagerstown Regional Airport

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing; Neil Doran, Director, Hagerstown Regional Airport

**RECOMMENDED MOTION:** Move to award the Northwest Quadrant Utility Expansion at the Hagerstown Regional Airport project to the responsive, responsible bidder, C. William Hetzer, Inc. of Hagerstown, MD who submitted the lowest total sum bid in the amount of \$344,860 and contingent upon the County Attorney's Office approval of the contract *Agreement*.

**REPORT-IN-BRIEF:** The scope of work includes the extension of an existing waterline as well as the extension of electrical and telecommunication utilities to a proposed sign (awarded by the board on June 3, 2025) at the end of Air Park Road. The project also includes the extension of utilities for future hangar pads.

The Invitation to Bid (ITB) was advertised in the local newspaper, listed on the State's "*eMaryland Marketplace Advantage*", on the County's website and on the County's new online bidding site, Ionwave. Thirty-two (32) persons/companies registered/downloaded the bid document on-line; one (1) bid was received as indicated on the attached bid tabulation.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in the department's Airport Systemic Improvement Project Account 515000-35-45010-BLD088. This project is being funded through a 2023 grant and later addition grant funds totaling \$908,000 from the Tri-County Council for Western Maryland, Inc. through the Maryland Department of Commerce.

**CONCURRENCES:** Public Works Division Director; Airport Consultant - ADCI

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

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

**PUR-1747**  
**Northwest Quadrant Utility Expansion**  
**At the Hagerstown Regional Airport**

				C. William Hetzer, Inc. Hagerstown, MD	
				Total Price	\$344,860.00
Line #	Description	QTY	UOM	Unit	Extended
1	M-100-4.1 Maintenance and Protection of Traffic	1	LS	<u>\$14,700.00</u>	\$14,700.00
2	M-150-5.1 Project Survey and Stakeout	1	LS	<u>\$1,570.00</u>	\$1,570.00
3	C-105-6.1 Mobilization	1	LS	<u>\$17,240.00</u>	\$17,240.00
4	02101-4.1 Erosion and Sediment Control Measures	1	LS	<u>\$24,980.00</u>	\$24,980.00
5	02660-3.1 12-Inch Waterline, Installed Complete in Place Through Turf	125	LF	<u>\$210.00</u>	\$26,250.00
6	02660-3.2 12-Inch Waterline, Installed Complete in Place Through Pavement	150	LF	<u>\$275.00</u>	\$41,250.00
7	02660-3.3 Stub and Cap Waterline for Future Extension	3	EA	<u>\$1,930.00</u>	\$5,790.00
8	02660-3.4 Waterline Tee	2	EA	<u>\$1,970.00</u>	\$3,940.00
9	L-110-5.1 4" Conduit w/ Pull Rope, Installed Complete in Place Through Turf for Fiber Optic Cable	3400	LF	<u>\$19.25</u>	\$65,450.00
10	L-110-5.2 3" Conduit w/ Pull Rope, Installed Complete in Place Through Turf for Electric Cable	1700	LF	<u>\$33.00</u>	\$56,100.00
11	L-110-5.3 5" Conduit w/ Pull Rope, Installed Complete in Place Through Turf (For Fiber Optic Cable)	1700	LF	<u>\$36.50</u>	\$62,050.00
12	L-115-5.1 Hand Boxes (Fiber Optic or Electric)	8	EA	<u>\$1,150.00</u>	\$9,200.00
13	T-901-5.1 Seeding	1	LS	<u>\$16,340.00</u>	\$16,340.00

*Bids Due: May 28, 2025]*



## Agenda Report Form

### Open Session Item

**SUBJECT:** Sole Source Award (PUR-1755) – Moyno Pumps for the Department of Water Quality

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing, Joe Moss, Deputy Director of Water Quality, Engineering Services

**RECOMMENDATION:** Motion to authorize a sole-source procurement for the purchase of two (2) Moyno Pumps from Geiger Pump and Equipment of Baltimore, MD., for the total sum in the amount of \$125,349.62 based on its quote dated June 10, 2025.

**REPORT-IN-BRIEF:** The Department of Water Quality wishes to apply Section 1-106.2(a)(2) of the Code of Public Laws of Washington County, Maryland, to procure the request. This section states that a sole source procurement is authorized and permissible when: The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

This request requires the approval of four of the five Commissioners in order to proceed with a sole-source procurement. If approved, the following steps of the process will occur as outlined by the law:

1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County, and 2) An appropriate record of the sole source procurement shall be maintained as required.

**DISCUSSION:** Water Quality currently has 3 Sludge Feed Pumps for dewatering operations. The newest Pump was installed as part of the ENR upgrade, and it can supply either centrifuge with sludge by itself. The other 2 are smaller in size and have been in service for over 20 years. Having all 3 pumps the same gives us more flexibility to maintain continuous operation and control for our sludge dewatering process. We are requesting to sole-source the purchase of 2 new sludge feed pumps for the Conococheague WWTP for the following reasons:

- Purchasing the same make/model as the newest Sludge Feed Pump will reduce the inventory of spare parts needed to maintain all 3 sludge feed pumps. (1 new pump & 2 old pumps)
- Operations personnel at the plant are already fully trained on the operation of these Moyno Brand pumps thus eliminating the need for additional training to operate a different brand pump.
- Programming the new pumps through the Programmed Logic Controller will not require additional integration for a different brand pump. That would then require additional training for the Operations staff.
- The operating conditions related to the duty point and pumping range will be identical to the 3<sup>rd</sup> pump already in service thus not requiring any modifications to the set points of the third pump which is remaining in service.

- Maintenance personnel will not need to be trained on the proper routine maintenance of another brand of pump.

**FISCAL IMPACT:** Funds are budgeted in the Division's Capital Improvement Project (CIP) account 515000-32-42010-TRP026.

**CONCURRENCES:** Mark Bradshaw, Division Director of Environmental Management

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Geiger Quote dated June 10, 2025



Geiger Pump & Equipment Co.  
8924 Yellow Brick Road  
Baltimore, MD 21237  
410.682.2660 *phone*  
410.682.4750 *fax*

---

Date: June 10, 2025

To: Washington County - Conococheague WWTP  
Attention: Bill Blair

From: Irene Pais Email: IPais@geigerinc.com

Quote #: Q-250519-23028-F7 - 0

Reference: New Centrifuge Feed Sludge Pump

---

Thank you for giving us the opportunity to provide you with this quotation.

Per your request, we are pleased to offer the following:

**Description:** Moyno 2000 Series Pump, size 1H175, with soft nitrile stator, tungsten carbide coated rotor, cartridge mechanical seal.  
Mounted on a carbon steel piggyback baseplate, with belts and shafts assembly, belt guard, gearbox and 15HP motor.

**Price Per Unit:** \$62,674.81

**Quantity:** 2

**Extended Price:** \$125,349.62

**Lead Time:** 13-15 weeks

All prices are valid for 15 days and are quoted FOB shipping point and are offered per our standard terms and conditions included here. Freight will be Allowed.

Please let me know if you have any questions or require any additional information.

Best regards,

Irene Pais  
Sales Engineer





Geiger Pump & Equipment Co.  
8924 Yellow Brick Road  
Baltimore, MD 21237  
410.682.2660 *phone*  
410.682.4750 *fax*

---

## TERMS AND CONDITIONS

**PRICING:** Quotations are valid for acceptance within 15 days from the date of the proposal. Prices quoted are net and will be held firm, except as noted in this document, for the delivery period quoted provided we have received an acceptable written purchase order, and all submittal data is approved and returned to us within 60 days from date submitted. We do not accept responsibility for typographical errors. Geiger will make efforts to avoid price changes due to government-imposed tariffs. We reserve the right to pass on unavoidable charges.

**ESCALATION:** In the event that the completion of the purchase order is materially delayed by the convenience of the Purchaser, the Purchaser agrees to additionally pay for the resulting documented price increases in the cost of the supplied items, including storage costs that may be incurred by the Seller.

**SALES TAX:** Geiger Pump & Equipment is required to charge applicable sales tax on all items for which a tax exemption certificate has not been provided. Tax exemption certification is the responsibility of the purchaser.

**PAYMENT TERMS:** Invoices rendered to the Purchaser are payable upon receipt of the invoice. For all purchases with established credit, terms are net 30 days from the date of shipment. All payment must be in U.S. Dollars. All equipment is invoiced on date of shipment. Partial shipments and partial payment to be allowed unless otherwise noted. A 1-1/2% per monthly carrying charge will apply to all amounts due which exceed 30 days.

**NONCANCELLATION:** Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture, except on mutually acceptable terms.

**FREIGHT POLICY:** Unless otherwise stated in the quotation, all merchandise is F.O.B. manufacturer's plant.

**WARRANTY:** Any warranty given is the minimum required by law. Products sold by Geiger Pump & Equipment have a LIMITED WARRANTY for materials and workmanship only. This warranty is for a period not to exceed one year from shipment, and Geiger Pump & Equipment's liability in all events is limited to and shall not exceed the purchase price paid. Repair or replacement will be a Geiger Pump and Equipment Company, option. ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGE IS EXPRESSLY DISCLAIMED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY: OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NOR ANY OTHER WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE THEREOF. Most products sold by Geiger Pump & Equipment are covered by a manufacturer's warranty. When warranted by the manufacturer, Geiger Pump & Equipment will pass on such warranty to the customer and be limited to the terms of that warranty. The manufacturer's warranty is then given in lieu of any and all warranties, express or implied, by Geiger Pump & Equipment. Copies of the manufacturer's warranties are available through Geiger Pump & Equipment at no charge when requested by the customer.

**DESTINATION:** All products sold are for domestic use only, unless specifically documented otherwise by purchaser. Export and re-export sales must comply in all respects with the laws and regulations of the United States, the intended use and destination must be documented and approved by Geiger Pump & Equipment, and minimum billing is two hundred and fifty (250) dollars net.

**ADDITIONAL TERMS AND CONDITIONS:** Geiger Pump & Equipment shall not be liable for any damages suffered by the buyer for any delays in delivery of goods. Purchase Orders made out directly to the equipment manufacturer may be subject to the terms and conditions of that manufacturer in addition to those stated herein. Return of goods is within the discretion of Geiger Pump & Equipment. A copy of Geiger Pump & Equipment's written return policy will be provided upon request.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-25-0195) 2024 Ford F-350 Crew Cab

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi J. Kentner, CPPO, Director, Purchasing, Eric Jacobs, EFO, Assistant Director, Division of Emergency Services (DES)

**RECOMMENDATION:** Move to authorize by Resolution, for the Department of Emergency Services to purchase one (1) 2024 Ford F-350 Crew Cab 4X4 Vehicle from Apple Ford of Columbia, MD at the price of \$83,977 and to utilize another jurisdiction's contract (#10000666-5) that was awarded by Baltimore County to Apple Ford.

**REPORT-IN-BRIEF:** This vehicle will replace a 2005 Ford Expedition that was formerly used as a utility vehicle/support for the Emergency Support unit (formerly Air Unit and Rehab Unit). Upon replacement, the 2005 Ford Expedition will be stripped of emergency lighting and such, from which point it will be advertised on GovDeals for sale.

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

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

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding is available in the department's capital budget 600300-30-11430-VEH009 for this purchase.

**CONCURRENCES:** N/A

**ATTACHMENTS:** Apple Ford Quote dated: May 28, 2025

## RESOLUTION NO. RS-2025-

*(Intergovernmental Cooperative Purchase [INTG-25-0195] 2024 Ford F-350 Crew Cab)*

### RECITALS

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

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

The Washington County Department of Emergency Services seeks to purchase one (1) 2024 Ford F-350 Crew Cab 4X4 vehicle from Apple Ford of Columbia, Maryland, at the price of \$83,977, and to utilize another jurisdiction's contract (#10000666-5) that was awarded by Baltimore County to Apple Ford.

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

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Washington County Department of Emergency Services is hereby authorized to purchase one (1) 2024 Ford F-350 Crew Cab 4X4 vehicle from Apple Ford of Columbia, Maryland, at the price of \$83,977, and to utilize another jurisdiction's contract (#10000666-5) that was awarded by Baltimore County to Apple Ford.

Adopted and effective this \_\_\_\_ day of June, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form  
and legal sufficiency:

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

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



## Fleet/Government Sales

8800 Stanford Blvd. Columbia, MD 21045

5/28/25

Quote for 2024 Ford F-350 Crew Cab Riding Baltimore County Contract #10000666-5

Vehicle	2024 Ford F-350 Crew Cab 4x4	\$85,427
99N	7.3L V8 Gas	
44G	10 Speed Auto Trans	
TDX	All Terrain Tires	
X4M	4.30 Electric Locking axle	
18B	Platform Running Boards	
41P	Skid Plates	
43C	120V Outlet	
473	Snow Plow Prep	
52B	Trailer Brake Controller	
86M	Dual Battery	
872	Rear Camera	
Duramag	Duramag Enclosed Utility	
BCD	Baltimore County Contract Discount	-\$1,450
	Truck Built and in stock.	
Color	Exterior: Oxford White Interior: Vinyl Seats	
Delivery Days	Before 6/30	
	<b>Net Price Per (1) Unit: \$83,977</b>	
	<b>Total Price For (1) Unit (s):</b>	<b>\$83,977</b>

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

Thank you,  
Noah Ruby



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-25-0193) Three (3) 2026 Chevrolet Equinox AWD for the Department of Permits and Inspections

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi J. Kentner, CPPO, Director, Purchasing, Greg Cartrette, Director, Permits and Inspections, and Terry Feiser, Chief Building Inspector, Permits and Inspections

**RECOMMENDATION:** Move to authorize by Resolution, for the Department of Permits and Inspections to purchase three (3) 2026 Chevrolet Equinox AWD vehicles from Hertrich Fleet of Milford, DE at the price of \$29,172 each for a total of \$87,516 and to utilize another jurisdictions contract (4400004546) that was awarded by Howard County.

**REPORT-IN-BRIEF:** These vehicles will replace the following vehicles: One (1) 2006 Jeep Liberty with 158,634 miles, One (1) 2015 Jeep Patriot with 175,410 miles, and One (1) 2015 Jeep Patriot with 172,258 miles.

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. Howard County took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of these vehicles in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

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

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding is available in the department's capital budget 600300-30-10500-VEH008 for this purchase.

**CONCURRENCES:** N/A

**ATTACHMENTS:** Hertrich Fleet Quote received June 16, 2025



# HERTRICH FLEET SERVICES, INC.

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep  
Lincoln - Mercury - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

## WASHINGTON COUNTY

2026 Chevrolet Equinox AWD

Pricing per Howard County Contract  
# 4400004546

MSRP	\$ 31,995
INVOICE	\$ 30,587
HOWARD CO CONTRACT	\$ - 485
GOVERNMENT INCENTIVE	<u>\$ -1,130</u>
SUB-TOTAL	\$ 28,972
1 ADDITIONAL FOB	<u>\$+ 200</u>
TOTAL EACH	<b>\$ 29,172</b>
<b>TOTAL FOR 3</b>	<b>\$ 87,516</b>

To place orders please contact  
Susan Hickey  
800-698-9825  
[shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com)



## Agenda Report Form

Open Session Item

Public Copy

**SUBJECT:** Contract Award (PUR-1726) – Insurance Brokerage and Risk Management Services

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Brandi Kentner, CPPO, Director of Purchasing, and Tracy McCammon, Risk Management Coordinator, Human Resources

**RECOMMENDED MOTION:** Move to award the contract for the Insurance Brokerage and Risk Management Services to the responsible, responsive proposer, with the lowest proposal cost.

**REPORT-IN-BRIEF:** Proposals were seeking a team of industry professionals to assist and guide the County in identifying and managing the unique public sector risks and exposures encountered in its daily operations. The County accepted proposals from firms interested in providing the County with design of its risk financing program, including brokerage services, to include, but not be limited to, its property and casualty risk financing program for the County which would contemplate use of cost-effective self-insured retentions, insurance deductibles, and other risk financing techniques. Services will also extend to preparation of insurance specifications for the insurance market, marketing and solicitation of insurance quotations, placement of insurance policies at the request of the County and other broker services as enumerated in the Scope of Services contained in the Request for Proposals, including efforts necessary to insure those volunteer fire and rescue companies who are members of the Washington County Volunteer Fire & Rescue Association. The term of the contract is for a one (1) year period tentatively to commence July 1, 2025, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter contingent upon satisfactory annual performance by the Contractor and fiscal appropriations.

The Coordinating Committee shall be comprised of the County Administrator, Risk Management Administrator, Safety Compliance Coordinator, Director of Human Resources (Chairman Designee), and Director of Purchasing. The Request for Proposals (RFP) was advertised on the State's "eMaryland Marketplace Advantage" website, on the County's web site, the County's new online bidding site with Ionwave and in the local newspaper. Twenty-eight (28) persons/firms accessed the RFP from the County's web site. Submittals were received on May 28, 2025, from three (3) firms. The Qualifications & Experience/Technical Proposals of two (2) of the firms were considered non-responsive by the Coordinating Committee. The Price Proposals of the one responsive, responsible firm was opened.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in individual departments for each of the lines of coverage.

**CONCURRENCES:** As recommended by the Coordinating Committee.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** 2025-2026 Property and Casualty Insurance Renewal

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Tracy McCammon, Risk Management Coordinator and Patrick Buck, CBIZ Insurance Services

**RECOMMENDED MOTION:** Move to renew the property and liability policies with Travelers Insurance Company and the airport liability with AIG. Also, approve the attached budget adjustment to cover the additional premium for the cyber liability policy.

**REPORT-IN-BRIEF:** Renewal quotes from insurance carriers are reflected in the attached premium comparison. The total renewal is a 14.7% increase in premium compared to last year's actuals.

**DISCUSSION:** As you can see from the attached premium comparison, our biggest increases are in cyber liability and drone liability coverage lines. We recently added seven new drones to the policy that were not budgeted earlier in the year. Also, Travelers has agreed to remove the sublimit on the ransomware coverage.

**FISCAL IMPACT:** A budget adjustment is attached to transfer funds to help pay for the increase in the cyber liability premium. Excluding the additional cost for cyber, premiums for FY 2026 are \$1,886,000. Unfortunately, we are over budget by 1.0 %.

**CONCURRENCES:** Michelle Gordon, County Administrator and Kelcee Mace, CFO

**ALTERNATIVES:** Complete a market bid which would cause a lapse in insurance coverage

**ATTACHMENTS:** Premium comparison and budget adjustment for the additional cost to cyber liability.

**AUDIO/VISUAL NEEDS:** None

<u>Line of Coverage</u>	<u>FY2025</u>	<u>FY2026</u>	<u>\$Change</u>	<u>% Change</u>
Travelers				
Pkg – Auto Liability (Incl. Buses)	\$548,412	\$596,888	\$48,476	8.8%
Pkg - Auto PD (Incl. Buses)	\$123,537	\$136,501	\$12,964	10.5%
Pkg - Property	\$288,825	\$314,519	\$25,694	8.9%
Pkg - Inland Marine	\$18,469	\$19,872	\$1,403	7.6%
Pkg - Boiler & Machinery	\$20,637	\$22,453	\$1,816	8.8%
Pkg – GL, Liquor, Products, EBL	\$154,360	\$168,870	\$14,510	9.4%
Pkg – Law (Incl. Dispatch E&O)	\$218,693	\$300,750	\$82,057	37.5%
Pkg - Excess Liability	\$101,078	\$107,969	\$6,891	6.8%
Pkg – Management Liability	\$30,856	\$34,964	\$4,108	13.3%
Pkg – Employment Practice Liability (EPL)	\$72,593	\$79,380	\$6,787	9.3%
Pkg - Professional Liability (PSTC)	\$4,495	\$4,495	\$0	0.0%
Pkg – Crime	\$5,061	\$6,387	\$1,326	26.2%
**Pkg - Cyber	\$61,181	\$92,571	\$31,390	51.3%
<b>Sub Total – Travelers</b>	<b>\$1,648,197</b>	<b>\$1,885,619</b>	<b>\$237,422</b>	<b>14.4%</b>
<b>Other July 1 Renewal Policies</b>				
Airport Liability	\$21,198	\$21,198	\$0	0.0%
**Drone IM & Liability	\$2,070	\$9,925	\$7,855	379.5%
<b>Sub Total – Other July 1 Renewal Policies</b>	<b>\$23,268</b>	<b>\$31,123</b>	<b>\$7,855</b>	<b>33.8%</b>
<b>Grand Total – July 1 Renewal Policies</b>	<b>\$1,671,465</b>	<b>\$1,916,742</b>	<b>\$245,277</b>	<b>14.7%</b>

*\*\* Cyber coverage - removal of ransomware sublimit additional \$30k otherwise leaving the sublimit; premium would be \$61,828*

*\*\* Drone coverage - Seven additional drones were added to policy*



# Washington County, Maryland

## Budget Adjustment Form

### Are external signatures needed?

☐ Yes ☒ No

(?)

☐ Budget Amendment

☒ Budget Transfer

**Fiscal Year \***

2026

**BOCC Approval Date (if known)**

06/24/2025

**Preparer, if applicable**

*Kelcee Mace*

×

signed by Mace, Kelcee G.  
6/9/2025, 9:08:47 AM

**Department Head Authorization**

Sign

**Division Director / Elected Official Authorization**

Sign

☐ Click here to reorder rows

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-
500145	10	11200			0000 ▼	General Ops - Time to Care	-30,000
510030	10	11200			0000 ▼	General Ops - Public & Gen Liability Insuran	30,000

[Add another row](#)



**Explain Budget Adjustment \***

Additional funding is needed for cyber security insurance premium per the preferred renewal option.

**Attach Additional Items**

**Submit**

**Save as Draft**



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Adoption of the Resolution adopting a Fee Schedule for the Civil Citations of the Washington County Fire Prevention Code

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Greg Cartrette, Director of Permits and Inspections/Code Official

**RECOMMENDED MOTION:** To approve the resolution that adopts the civil citations of the Washington County Fire Prevention Code subject to fines listed in the previously approved Fire Code Fee Schedule.

**REPORT-IN-BRIEF:** Similar to the adoption of such a resolution for the County's Building Code, the County must adopt the resolution which outlines which sections of the Washington County Fire Prevention Code Create a civil offense punishable by a fine, outlined in the Fire Code Fee Schedule.

**DISCUSSION:** Washington County held a public hearing and adopted a local Fire Prevention Code and its accompanying Fire code Fee Schedule on April 29, 2025. The Fee Schedule allows for fines as a result of civil citations. This resolution outlines the provisions of the Fire Prevention Code, which are considered civil citations and punishable by the relevant fee in the adopted Fee Schedule.

**FISCAL IMPACT:** None currently.

**CONCURRENCES:** Deputy County Attorney

**ALTERNATIVES:** Decline to approve the resolution

**ATTACHMENTS:** Draft Resolution

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

**RESOLUTION NO. RS-2025-**

**(RESOLUTION ADOPTING FEE SCHEDULE FOR CIVIL CITATIONS)**

**RECITALS**

On April 29, 2025, the Board of County Commissioners of Washington County, Maryland (the "County") adopted the following code governing all fire prevention work performed in Washington County, Maryland, said code being effective July 1, 2025:

the Maryland State Fire Prevention Code (i.e. the *National Fire Protection Association ("NFPA") 101 Life Safety Code*, the *NFPA 1 Fire Code*, with State Amendments) with local amendments (the "County Fire Code").

Pursuant to Maryland Code, Public Safety Article Section 9-701(a), the County may impose civil citations for violations of the County Fire Code and the Code provides for such civil citations. The Code of Public Local Laws of Washington County, Maryland Section 1-112 also provides that the fine for a civil offense shall be established by resolution of the Board of County Commissioners of Washington County, Maryland.

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

1. Civil citations will only be issued for the following violations of the above-referenced Codes:

- a. Work started without proper permit (NFPA 1.12);
- b. Stop work order (unlawful continuance) (NFPA 1.7.13); or
- c. Violation of unsafe structure posting (NFPA 1.16.3);

2. Any violation of the above shall be punishable by a fine of One Hundred Dollars (\$100.00) per day. Each day the violation continues shall be deemed a separate offense.

3. In the event a second citation for a violation is issued regarding the same property within two-years from the date of the initial citation, the fine shall increase to Two Hundred Dollars (\$200.00) per day for each day the property is in violation.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.  
Effective the 1<sup>st</sup> day of July, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Dawn L. Marcus , Clerk  
Approved as to form  
and legal sufficiency:

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

\_\_\_\_\_  
Rosalinda Pascual  
Deputy County Attorney

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** MOU between Office of State Fire Marshal (OSFM) and Washington County

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Greg Cartrette, Director of Permits and Inspections/Code Official & Rosalinda Pascual, Deputy County Attorney

**RECOMMENDED MOTION:** Move for an approval to accept the revised MOU between the OSFM and Washington County pending State Approval and County Attorney's Office final review

**REPORT-IN-BRIEF:** The OSFM has presented a MOU detailing what responsibilities the OSFM will continue to have in Washington County and the responsibilities Washington County Division of Permits & Inspections will assume for enforcing fire prevention and the adopted fire code. Deputy County Attorney has provided redline changes and awaits approval of such changes from the State.

**DISCUSSION:** By the Division of Permits & Inspections moving to take over the fire plan review and fire inspection there are certain areas, the OSFM will continue to operate in Washington County. The OSFM will still continue to provide fire investigation, bomb squad/explosive, permit and inspecting of fireworks, fire plan review and inspections for state owned building, health care and schools. Comments and track changes provided to the State namely correct the party signing the document and cite to a relevant statute.

**FISCAL IMPACT:** None currently.

**CONCURRENCES:** County Administrator

**ALTERNATIVES:** Stay with SFM

**ATTACHMENTS:** Draft MOU with Redlines/Comments

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



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**THE OFFICE OF THE STATE FIRE MARSHAL**  
**AND**  
**THE ~~WASHINGTON COUNTY GOVERNMENT~~**  
**REGARDING THE ROLES AND RESPONSIBILITIES OF EACH AGENCY IN CARRYING OUT THEIR**  
**MISSIONS IN WASHINGTON COUNTY, MARYLAND**

This Memorandum of Understanding (MOU) is made this \_\_\_\_\_ day of June, 2025, by and between the ~~Washington County Government~~ and the Office of the State Fire Marshal (OSFM).

It is the intent of the ~~Washington County Government~~ to manage the County's compliance with the State Fire Prevention Code.

Previous to this agreement, the Office of the State Fire Marshal was the primary agency responsible for enforcing the State Fire Prevention Code within Washington County.

The ~~Washington County Government~~ and the Office of the State Fire Marshal are entering into this MOU to define and clarify specific authorities, roles, and responsibilities.

Therefore, the ~~Washington County Government~~ and the Office of the State Fire Marshal do hereby promise and agree as follows:

1. The ~~Washington County Government~~ will serve as the principal agency for managing the County's compliance with the State Fire Prevention Code and other applicable fire safety laws and standards in accordance with Item 5 of this MOU.
2. The Washington County Director of Permits & Inspections/Code Official may serve as an Assistant State Fire Marshal-Inspections, as prescribed in §6-304 of the Maryland Public Safety Article.
3. The Washington County Fire Inspectors may be delegated authority as Special Assistant State Fire Marshals by the State Fire Marshal, as prescribed in §6-304 of the Maryland Public Safety Article.
4. The OSFM will have primary responsibility for the following activities in Washington County:
  - a. Plan review and inspections for all;
    - i. new and existing CMS-certified health care and ambulatory health care facilities,
    - ii. educational facilities,
    - iii. state-licensed foster care homes, and
    - iv. state-licensed day care facilities, as defined by the State Fire Prevention Code.
    - v. new and existing state-owned properties.
    - vi. new and existing facilities and properties requiring a state license to operate.
    - vii. all public fireworks displays, and consumer fireworks retail facilities and properties
  - b. Review and inspection, including the witnessing of tests, of fire protection systems associated with the above-listed occupancies.
  - c. The completion of all fire protection matters on all projects submitted to the OSFM for review or request for inspection before the effective date of this MOU.
  - d. Technical assistance to the ~~Washington County Government~~ on fire protection matters.
  - e. The collection of fees for services provided by the OSFM in accordance with §6-308 of the Maryland Public Safety Article.



# Summary of Comments on 2025 - MOU Washington County.docx

Page: 1

	Number: 1	Author: rpascual	Subject: Sticky Note	Date: 6/10/2025 3:39:13 PM
	Change "Washington County Government" to "Board of County Commissioners of Washington County" ("County")			
	Number: 2	Author: rpascual	Subject: Cross-Out	Date: 6/11/2025 2:09:44 PM
	Number: 3	Author: rpascual	Subject: Inserted Text	Date: 6/20/2025 9:15:40 AM
	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY			
	Number: 4	Author: rpascual	Subject: Cross-Out	Date: 6/10/2025 3:41:08 PM
	Number: 5	Author: rpascual	Subject: Inserted Text	Date: 6/20/2025 9:14:54 AM
	Board of County Commissioners of Washington County (the "County")			
	Status	rpascual None 6/20/2025 9:29:34 AM		
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	Number: 15	Author: rpascual	Subject: Cross-Out	Date: 6/11/2025 2:08:35 PM

- f. The investigation of all fire and explosive incidents.
5. The <sup>1</sup>Washington County <sup>2</sup>Government will have the primary responsibility for the following activities in Washington County:
- a. Plan reviews and inspections for all new and existing buildings within Washington County housing occupancy classifications and conditions not listed in Item 4 of this MOU.
  - b. Complaints regarding fire protection matters in all new and existing buildings housing occupancy classifications and conditions not listed in Item 4 of this MOU.
  - c. Review and inspection, including the witnessing of tests, of fire protection systems associated with occupancies and conditions not listed in Item 4 of this MOU.
  - d. The collection of fees for services provided by the Washington County Government in accordance with established procedures.
  - e. Fire safety education and training within the County.
6. Appeals on matters regarding requirements of the State Fire Prevention Code shall be directed to the State Fire Prevention Commission by the <sup>3</sup>Washington County <sup>4</sup>Government, as prescribed in §6-501 of the Maryland Public Safety Article.
7. The <sup>5</sup>Washington County <sup>6</sup>Government will provide documentation and statistical data on the enforcement of the State Fire Prevention Code as requested by the OSFM.
8. The <sup>7</sup>Washington County <sup>8</sup>Government and the OSFM agree to collaborate in furthering each agency's goals.
9. Neither party waives any immunities of defense available in law or equity.
10. This MOU shall be governed by the laws of the State of Maryland, and the forum and jurisdiction for any disputes or claims shall rest in Washington County, Maryland.
11. The term of this MOU shall be for one year, with five-year automatic renewals. Either party may terminate this MOU for convenience with thirty days' notice. <sup>9</sup>

This agreement shall become effective on July 1st, 2025.

Signed and adopted this \_\_\_\_\_ day of June, 2025.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Roland L. Butler Jr., Secretary  
Maryland Department of State Police














\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jason M. Mowbray  
Acting State Fire Marshal  
Office of the State Fire Marshal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
<sup>10</sup>AME <sup>11</sup>  
<sup>12</sup>  
<sup>13</sup>Washington County Government

## Page: 2

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The designations granted in Item 2 and 3 may only be terminated in accordance with §6-304 of the Maryland Public Safety Article .				
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John Barr, President				
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Board of County Commissioners of Washington County				

**ORDINANCE NO. ORD-2025-**

**(Designation of County Fire Marshal)**

**RECITALS**

It has been recommended that the Board of County Commissioners of Washington County, Maryland (the “County”) enter into a Memorandum of Understanding (the “MOU”) between the Office of the State Fire Marshal (the “State Fire Marshal”) and the County, and to designate a County Fire Marshal.

The Office of the Fire Marshal (the “Fire Marshal”) is hereby authorized and established as an office (the “Office”) within the Washington County Permits Department (the “Department”). The Fire Marshal shall be responsible for the functions of the Office as prescribed by the Code of Maryland Regulations (COMAR) Title 6, and in accordance with the MOU between the State Fire Marshal and the County acting on behalf of the Department regarding the roles and responsibilities of the Office and the State Fire Marshal in carrying out their respective missions in Washington County, Maryland.

The Board desires to designate Gregory Cartrette as its Fire Marshal on behalf of Washington County, Maryland, in accordance with the MOU.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that:

1. The County shall enter into an MOU with the State Fire Marshal; and
2. Gregory Cartrette is appointed as Fire Marshal for Washington County, Maryland.

Adopted and effective this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form and  
and legal sufficiency:

\_\_\_\_\_  
Rosalinda Pascual  
Deputy County Attorney

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Appointment – Washington County Administrative Charging Committee

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Rosalinda Pascual, Deputy County Attorney

**RECOMMENDED MOTION:** To approve the appointment of Doug Mullendore to fill the vacancy on the Washington County Administrative Charging Committee due to Charlie Summers' resignation. This current three-year term ends August 31, 2026. This is a paid board.

**REPORT-IN-BRIEF:** The Washington County Administrative Charging Committee (ACC), in accordance with the provisions of ORD-2022-10, known as the Washington County Maryland Police Accountability Ordinance, has two members who are appointed by the BOCC. The ACC is 5-member board that reviews investigatory files of police misconduct complaints against police officers in our County. They make determinations, based upon review of said files, of whether to administratively charge involved police officers.

### **DISCUSSION:**

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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





## Agenda Report Form

### Open Session Item

**SUBJECT:** Reappointment – Washington County Police Accountability Board

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Rosalinda Pascual, Deputy County Attorney

**RECOMMENDED MOTION:** To Approve to re-appoint Steve McCarty to serve his second full, three-year terms with the Police Accountability Board from July 1<sup>st</sup>, 2025 through June 30<sup>th</sup>, 2028, and to appoint Amber Hill-Smart as the new Chair of the PAB, for the remainder of her term, which ends August 31, 2026. This is not a paid board.

**REPORT-IN-BRIEF:** The PAB is a 7-member board that meets quarterly and an make policy recommendations to law enforcement agencies, and other responsibilities as laid out by ORD-2022-10, also known as the Washington County Maryland Police Accountability Ordinance. The PAB is required to exist per the Maryland Police Accountability Act of 2021. Per the Ordinance, the BOCC appoints the Chair of the PAB.

### **DISCUSSION:**

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Approval of Siting Study and CVS 30% Design Stage Report for Replacement Air Traffic Control Tower.

**PRESENTATION DATE:** June 24<sup>th</sup>, 2025

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

#### RECOMMENDED MOTION(S):

- Motion to empower the BOCC President to execute documents related to Siting Study and CVS 30% Design Stage services with Engineering firm ADCI, and to authorize the Airport Director to apply for and accept related grant offer from the MAA.
- Motion to approve the budget adjustment as presented.

**REPORT-IN-BRIEF:** Project involves obtaining an updated Replacement Air Traffic Control Tower Siting Report as the previous report from 2016 has been determined by the FAA to be too old to use. Project includes Virtual Modeling to obtain FAA approvals and a CVS Report (Criteria, Plans, Cost) for the preferred alternative. Estimated to approximate a 30% design level. Maryland Aviation Administration (MAA) is offering to fund 75% of these costs as a FY26 Special Grant for a project not to exceed \$283,703.

Project increases the likelihood the State of Maryland may agree to fund the construction costs of the replacement tower under a separate design-build grant that could be coming, provided it meets an identified, highly compressed timeline. Time-sensitive project targeting December 2025 as a possible time for further project funding announcements (if we can be ready). Due to our compressed timeline, requesting authorization for the Airport Director to sign/execute the Task Order #7 agreement with Airport Design Consultants, Inc. (ADCI) for not-to-exceed amount of \$283,703.00.

**DISCUSSION:** Staff recommends approval. With BOCC approval/concurrence, President Barr could sign the ADCI Task Order #7 document, Maryland Aviation Administration Special Grant agreement (forthcoming) and related paperwork.

#### FISCAL IMPACT:

- MAA 75% share. Local Match 25% (Airport Fund).

Maryland Aviation Admin (Special Grant FY26)	\$212,777.00 (75%)
Airport Capital Fund	\$70,926.00 (25%)
Total	\$283,703.00

Local funding will be transferred from three existing Airport CIP projects, pending BOCC approval, as identified in the budget adjustment attached (EQP041 – \$5,000, COM026 – \$59,930, and BLD088 – \$5,996).

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

**ALTERNATIVES:** We could choose to not undertake the updated FAA-required Siting study or take advantage of this grant funding opportunity to mature the project to the 30% design stage.

Note: This course of action would lessen the chance the airport is ready should the State of Maryland, Department of Transportation or Governor's Office express further interest in funding the follow-on design & construction phases for the replacement tower. We have been advised that being "ready" by having more preliminary study and design work completed – would increase our chances of receiving the desired funds for construction of the project.

**ATTACHMENTS:** ADCI/AJT proposal, and budget adjustment.

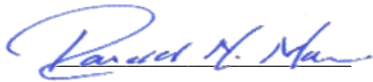
**AUDIO/VISUAL TO BE USED:** N/A.

PROJECT TITLE:	Construct New Air Traffic Control Tower (ATCT) - Siting Study and Concept Validation Documents (CVD)
AIRPORT:	Hagerstown Regional Airport – Richard A. Henson Field (HGR)
PROJECT NO:	County PO No.: Pending FAA Grant No.: Pending State Grant No.: Pending
DATE OF ISSUANCE:	06/17/25
METHOD OF PAYMENT:	Design/Bidding: Lump Sum Construction: Pending
TASK ORDER AMOUNT:	Design/Bidding: \$283,703.00 Construction: \$0.00 Task Order Total: \$283,703.00
PROJECT DESCRIPTION:	See the attached ADCI's Scope of Work and Price Proposal.
ATTACHMENTS:	PO

*The original Agreement for Professional Services between Board of County Commissioners of Washington County, Maryland (County) and Airport Design Consultants, Inc. (ADCI) for professional services at the Hagerstown Regional Airport – Richard A. Henson Field (HGR) dated January 27, 2025 shall govern all task orders executed under this agreement unless modified in writing and agreed to by the County and ADCI. The current Federal Contract Provisions have been included in Attachment A and are herewith being made a part of this Task Order Proposal.*

ACCEPTED

by:



Ronald N. Morris, PE, CM for  
Mahesh S. Kukata, P.E  
Vice President  
Airport Design Consultants, Inc  
6011 University Blvd, Suite 490  
Ellicott City, MD 21043

APPROVED

by:

\_\_\_\_\_  
John F. Barr  
President  
Board of Commissioners of Washington County, Maryland  
Washington County Administration Complex  
100 W. Washington St.  
Hagerstown, MD 21740

June 17, 2025

2025-HGR-1707

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

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

**Reference: Scope of Work and Price Proposal (Revision No. One (1))  
Task Order No. Seven (7) – Construct New Air Traffic Control Tower (ATCT) - Siting  
Study and Concept Validation Documents (CVD)  
Hagerstown Regional Airport – Richard A. Henson Field (HGR), Hagerstown, MD**

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Dear Mr. Doran:

The Airport Design Consultants, Inc. (ADCI) team is pleased to submit this proposal to the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (County), to provide Professional Services associated with the Construct New Air Traffic Control Tower (ATCT) - Siting Study and Concept Validation Documents (CVD) Services (Project) at the Hagerstown Regional Airport – Richard A. Henson Field (HGR). Our proposal has been updated based on comments received from the Maryland Aviation Administration Office of Regional Aviation Assistance (MAA) on June 16, 2025.

Whereas the County and ADCI entered into an Agreement (PUR-1714) for ADCI to provide Professional Services that was originally executed on January 27, 2025. All the terms and conditions of the Agreement remain in full effect and apply to this Specific Project Proposal.

For this task, the following subconsultants will assist us:

- AJT Engineering Inc. – Siting Study and Concept Validation

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



## **A. DESCRIPTION OF WORK**

### **Background Information**

The Airport serves all aviation markets including general aviation, business, military and commercial service. Scheduled passenger service is offered at HGR by Allegiant Air. The Airport Reference Code is shown as C-III on the current Airport Layout Plan (ALP) and the Design Aircraft is A321-200. The ATCT is located in Hagerstown, Maryland on Hagerstown Regional Airport (HGR) which is approximately 5 miles north of city center, 67 miles west northwest of Baltimore and 14 miles west of Camp David. The airport adjoins US Interstate 81 on the west and is just south of the Pennsylvania state line.

The proposed Airport Traffic Control Tower (ATCT) is a replacement for the existing short and substandard tower originally built in 1935. The new tower is projected to handle over 550 Air Carrier and 40,000 operations of very diverse and strategic traffic. Allegiant Airlines provides scheduled commercial traffic and there are a multitude of aviation related tenants on the airport to include Sierra Nevada who provides critical aviation related services to the US Government. Several flight schools exist as well. There are approximately 157 based aircraft including numerous based corporate jets, rotary wing and equipment test bed aircraft.

Washington County owns and operates the airport. Air Traffic Control Specialists (ATCS) provide air traffic service through the FAA Contract Tower Program. The ATCSs are employed by Midwest ATC Services, Inc. (Midwest). It is anticipated that the new ATCT, communications, weather and NAVAID equipment will continue to be maintained by the FAA.

A siting study will be performed utilizing the FAA Alternate Siting Process (ASP). In accordance with FAA Order 6480.4B - Airport Traffic Control Tower Siting Process, the site selection study will review three (3) different locations at the airport. Conceptual plans and elevations for each candidate site will be developed for review and selection. All concepts will be reviewed based on the building codes and regulatory standpoints. ADCI will meet with the County and other Stakeholders to present the siting and height study and to discuss the most feasible option. After the construction of the new tower, the existing tower will be demolished and removed.

Under this Proposal, the following Professional Engineering Services will be provided:

## **B. BASIC SERVICES OF CONSULTANT**

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

### **1. Project Development**

- a. Scoping Meeting** - Prepare for and attend one (1) project Scoping meeting with personnel from the County, HGR, Maryland Aviation Administration Office of Regional Aviation Assistance (MAA) and the Design Team to discuss the overall project scope, work schedule, airport operational safety, contract relationships, contract time, utility interface, project coordination, design investigations, and other project specific items. Prepare and distribute meeting minutes.
- b. Proposal Preparation.** Prepare the Scope of Work, Schedule of Fees/Fee Estimate by



Task. Verify Disadvantage Business Enterprise (DBE) requirements for Project and ensure that DBE Goals are included.

- c. **Airspacing.** Completion and submission of required Federal Aviation Administration (FAA) Form 7460-1, Notice of Proposed Construction or Alteration's, for the ATCT and critical Construction Equipment in accordance with FAA Office of Airports (ARP) Standard Operating Procedure (SOP) 9.2 Standard Operating Procedure for FAA Aeronautical Study, Coordination and Evaluation.
- d. **ALP P&I Update.** Prepare a Pen & Ink (P&I) Update to the Airport Layout Plan (ALP), in accordance with FAA SOP 2.0 Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) for the proposed location of the ATCT for submission to and approval by the FAA/MAA.
- e. **FAA Documented Categorical Exclusion (CATX).** Based on coordination with the FAA it was determined that the FAA Documented Categorical Exclusion (CATX) would be the appropriate National Environmental Policy Act (NEPA) document for this Project. This Project will include the preparation of one (1) FAA Documented Categorical Exclusion (CATX) for the construction of the proposed development in accordance with the requirements set forth in Federal Aviation Administration (FAA) Airports Standard Operating Procedure (SOP) No. 5.1, based upon the guidance in Federal Aviation Administration (FAA) Orders 1050.1F – Environmental Impacts: Policies and Procedures, and the Environmental Desk Reference for Airport Actions and 5050.4B – NEPA Implementing Instructions for Airport Actions for submission to and approval by the FAA.

## 2. Project Administration

- a. **Project Administration.** Throughout the course of the project ADCI shall provide all necessary coordination with County, HGR Staff, Subconsultants, and appropriate Federal, State and Local agencies, including correspondence, telephone contact, memorandums and a maximum of one (1) meeting(s) or conference(s). Such coordination shall be provided during period covered by the agreed upon schedule for completion of the Project.
- b. **Grant Management Assistance.** Throughout the course of the project ADCI shall provide the following grant management services to assist the County:
  - 1. Prepare one (1) MAA Grant Application for County Review and submittal to MAA, including all correspondence and communications related thereto.
  - 2. Assist County with Quarterly Performance Reporting, as required.
  - 3. Assist County with Financial Reporting, as needed.
  - 4. Assist County in the preparation of Requests for Reimbursement (RFR) from the MAA during the duration of the Project, with legal assistance provided by the County. Prepare and submit draft MAA requests for reimbursement of County's project expenses. Prepare pay request summary spreadsheet, project summary spreadsheet and documentation for County's use in submitting RFR's.





5. Preparation and Submission of one (1) Final Grant Closeout Package including the Additional Documents Needed for Financial Close Out of Grant.

- c. **Internal QA/QC Review.** Engineer's Senior Engineer and Senior Project/Construction Manager will perform an Independent Technical Quality Assurance/Control Review of the Documents for each submittal prior to submitting them to County/Agencies for each submittal and prior to approval to advertise the Project for Bidding. ADCI will utilize the checklist included in the FAA ARP SOP 1.00, FAA Evaluation of Sponsor's Construction Safety and Phasing Plans Funded by the AIP or PFC Programs, as a guide for the review of the CSPP.

### 3. Siting Report/ Safety Risk Management Document

The intent of this task is to establish lines of communications, confirm the project scope, and collect the information necessary to prepare the Siting Report. Services will include:

- a. **Kick-off Meeting.** Key members of the Project Team will participate in a kick-off meeting with representatives of the County, HGR and, at a minimum, perform the following:
  - Assist in review of the scope of work, approach, deliverables, and overall program goals
  - Review project schedule
  - Establish design criteria
  - Review operational considerations
  - Review communication processes
  - Review formats and standards
- b. **Site Visit/Data Collection.** Conduct field investigations and collect available data on the site, facilities, related utilities and proposed changes to establish existing conditions and confirm the functionality and compatibility of the proposed ATCT. Review current Airport Master Plan and planimetric and topographic survey data to determine its adequacy to support the siting and design effort. Compile a list of additional design survey elements that may be necessary to complete the siting analysis. Discuss with Airport staff and utility providers (telephone, electric, etc.) to determine location and quality of existing utilities. Coordinate with permitting authorities to establish code, permitting requirements and timelines.
- c. **Drone Survey.** Establish the scope of any special surveys, boundary surveys, or special tests which may be required for the design.
  1. Survey will be conducted using a drone and will include the following:
    - a. Pre-Flight Planning
      - Coordinate with County to define project limits and flight objectives
      - Obtain FAA airspace authorization, if required
      - Conduct site-specific risk assessment and flight planning
      - Verify weather conditions and NOTAMs for safe flight operations



b. Drone Flight Operations

- Mobilize FAA-certified drone pilot(s) and required UAS equipment to the project site
- Conduct flights to capture high-resolution aerial imagery and/or video
- Perform operations in accordance with FAA Part 107 regulations and applicable local laws
- Use autonomous or manual flight paths as needed (grid mapping, orbit, linear path, etc.)
- Perform site reconnaissance and obstacle avoidance to ensure safety

d. **Alternative Sites Development.** Identify and evaluate potential ATCT locations. A maximum of three (3) sites will be evaluated using appropriate design criteria to determine optimal location for the new tower.

- TERPS and Airspace analysis
- Filing Form 7460-1
- Draft Siting Study Document
- Risk Management Panel Meeting, Travel and Preparation
- Final Siting Study Document
- Siting Coordination

e. **Design Review Meetings.** Meet with airport and Town staff to develop the best strategy for addressing the Siting Study and Shadow Analysis required in the current edition of FAA Order 6480.4, Airport Traffic Control Tower Siting Process. The principal objective of this task will be to gain approval to utilize the "Alternative Siting Process" outlined in Chapter 9 of FAA Order 6480.4 in lieu of the AFTIL process.

f. **Safety Risk Management Panel (SRMP) Meeting.** Establish personnel requirements and date for Safety Risk Management Panel (SRMP) meeting. Assist in the SRMP meeting to generate the hazards required.

g. **Prepare Siting Report.** Develop a draft Siting Study and distribute to the Airport. Revise Siting Study based on comments received and resubmit as final to the Airport. The report will meet the requirements of FAA Order 6480.4.

4. **Concept Validation Documents (CVD)**

Based on the results and acceptance of the Siting Report, the Concept Validation Documents (CVD) is a crucial document in the development of a new FAA Air Traffic Control Tower (ATCT). Its purpose is to clearly define the project's scope, objectives, and requirements. In essence, the CVD serves as a roadmap for the project team. More specifically the CVD phase includes the following tasks:

a. **Pre-Design Meeting.** Prepare for, attend, and provide meeting notes for one (1) project Pre-Design Meeting with personnel from the County, FAA, ATCT, MAA, and other stakeholders to discuss the overall project scope, work schedule, airport operational safety, project coordination, design investigations, and other project specific items in



accordance with the requirements of FAA Advisory Circular (AC) 150/5370-12B Quality Management for Federally Funded Airport Construction Projects. All comments will be given due consideration and differences resolved.

- b. Preliminary Plans.** Design effort to reach schematic plans to include evaluation and documentation of design criteria, and written descriptions of the work elements involved in each phase of the Project. The current editions of FAA Advisory Circular (AC) 150/5370-2, Operational Safety on Airport During Construction, and AC 150/5300-13B, Airport Design, will be the basis of most geometric design parameters ADCI will utilize for this Project. Plans to be included in this submission generally include:

- Cover Sheet
- General and Phasing Plans
- Demolition Plans
- Site Plans
- Typical Sections and Paving Details
- Grading and Drainage Plans
- Drainage Details
- Utility Plans
- Utility Details
- Building Elevations
- Floor Plans

- c. Preliminary Engineer's Opinion of Probable Cost (EOPC).** Based on the information contained in the preliminary design documents, prepare and submit an Engineer's Opinion of Probable Cost (EOPC).
- d. Concept Validation Report.** Prepare the 4. Concept Validation Report in accordance with the Federal and/or State requirements and furnish to the County such documents and design data, so that approval may be secured from such governmental authorities having jurisdiction over the Project. Reference documents will be primarily FAA Order 6480.4, current International Building Code (IBC), Maryland Building Performance Standards (MBPS), and any Washington County, Maryland adaptations of these codes.

### C. COMPENSATION

For the Professional Engineering Services described in **Paragraph B** above, we request compensation on a **Lump Sum Fee** basis. Billing will be based on the approximate percentage of work completed. The detailed fee estimate is attached. Reimbursable expenses will be billed in accordance with the Master Consultant Agreement. The total cost for the scope of services to be provided is **\$283,703**.

A list of tasks, including list of drawings and breakdowns of the man-hours and costs required for the project are attached to this Proposal.



#### **D. DELIVERABLES**

Deliverables included in this contract include:

1. Required Federal Aviation Administration (FAA) Form 7460-1 filings.
2. ALP P&I Update.
3. FAA Documented Categorical Exclusion (CATX).
4. Siting Report/ Safety Risk Management Document.
5. Concept Validation Documents (CVD) (Plans, EOPC and Report).

#### **E. ASSUMPTIONS**

Items not included in this contract include:

1. All application, submission, and review fees will be paid by the client and are not part of this proposal. If paid for by ADCI, they shall be reimbursed as an additional service, in addition to the quoted fee herein.
2. Should additional services for revisions or work outside of this Scope of Services be required, we will provide a scope of work and fee estimate for those services to the client. We will not commence additional services work until the additional services scope and fee estimate have been approved.
3. Final Design, Bidding and Construction Phase Services will be provided under a separate agreement(s).
4. All expenses will be billed on a reimbursable basis on the assumptions presented in the attached fee.

#### **F. TIME OF COMPLETION**

ADCI will endeavor to complete the Siting Report and Concept Validation Documents services by the MAA requested milestone date of December 31, 2025. A schedule has been attached to attempt to achieve this milestone. Critical input, reviews and approvals are required by outside agencies, such as the Federal Aviation Administration (FAA) Air Traffic Organization (ATO) who has a defined process for reviewing and approving new Airport Traffic Control Tower (ATCT) siting. This process is primarily governed by FAA Order 6480.4B, Airport Traffic Control Tower Siting Process, and is outlined on two pages in Appendix A of that Order. Every attempt will be made to achieve the milestone, but it should be noted that we have no control over the comment and review time required by external government agencies.

#### **G. AUTHORIZATION**

ADCI will proceed with this project immediately upon receipt of the written Notice-to-Proceed by the County.

Mr. Neil Doran, C.M, ACE  
June 17, 2025



Thank you for the opportunity to submit this Proposal. We look forward to collaborating with you and your stakeholders on this Project. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ronald N. Morris", is written over a faint, larger version of the same signature.

Ronald N. Morris, PE, CM  
Senior Engineering Manager

Attachments

L:\Proposals\HGR\2025-HGR-1707 ATCT Siting Study-PDD TO 7\20250616 TO 6 Proposal - 2025-HGR-1707 ATCT Siting Study-CVD R0.docx

**PROFESSIONAL SERVICES COST SUMMARY**

Airport Design Consultants, Inc. 6011 University Blvd., Suite 490, Ellicott City, MD 21043						
Hagerstown Regional Airport – Richard A. Henson Field (HGR) Construct New Air Traffic Control Tower (ATCT) - Siting Study and Concept Validation Documents (CVD)						
I. DIRECT COSTS		Design and Bidding Phase Services			Construction Phase Services	
Work Classification	No. Hrs.	Rate/Hr.	Total	No. Hrs.	Rate/Hr.	Total
Senior Project Manager	3	\$110.00	\$330.00	0	\$110.00	\$0.00
Senior Airport Engineer	113	\$105.00	\$11,865.00	0	\$105.00	\$0.00
Project Engineer	194	\$60.00	\$11,640.00	0	\$60.00	\$0.00
Design Engineer	226	\$50.00	\$11,300.00	0	\$50.00	\$0.00
Resident Project Representative	0	\$65.00	\$0.00	0	\$65.00	\$0.00
CAD Designer	201	\$45.00	\$9,045.00	0	\$45.00	\$0.00
TOTAL OF SECTION I			\$44,180.00	TOTAL OF SECTION I		\$0.00
II. CONTRACTOR IN HOUSE REPRODUCTION COSTS			\$915.00			\$0.00
III. MATERIAL AND SUPPLIES (Not Included in G&A costs)			\$0.00			\$0.00
IV. INDIRECT COSTS						
1. Overhead on Direct Labor		148.70%	\$65,696.00			\$0.00
2. General and Administrative Costs		0%	\$0.00			\$0.00
3. Profit - All above Direct and Indirect Costs		10%	\$10,988.00			\$0.00
TOTAL OF SECTION IV			\$76,684.00			\$0.00
V. TOTAL OF SECTIONS I, II, III, AND IV			\$121,779.00			\$0.00
VI. REIMBURSABLE ITEMS						
1. Travel and Subsistence			\$1,589.00			\$0.00
2. Sub-Consultant Services			\$160,335.00			\$0.00
						\$0.00
						\$0.00
						\$0.00
TOTAL OF SECTION VI			\$161,924.00			\$0.00
VII. PROPOSAL (TOTAL OF SECTIONS V AND VI)			\$283,703.00			\$0.00
VIII. PROPOSAL (TOTAL ALL SUBTASKS)			\$283,703.00			



Date Prepared: 06/17/25

## SCHEUDLE OF FEES/FEE ESTIMATE BY TASK

Hagerstown Regional Airport – Richard A. Henson Field (HGR) Construct New Air Traffic Control Tower (ATCT) - Siting Study and Concept Validation Documents (CVD) Design and Bidding Phase Services												
Task      Activity Description		Direct Costs			Labor Classifications						Totals	
		No. of Sheets, Reports, Etc.	No. of Meals	No. of Trips	Senior Project Manager	Senior Airport Engineer	Project Engineer	Design Engineer	Resident Project Representative	CAD Designer	Total Hours	Task Fee
Airport Design Consultants, Inc. 6011 University Blvd., Suite 490, Ellicott City, MD 21043												
BASIC SERVICES      180 = Total Design Duration (Calendar Days)												
1      Project Development (PD)												
1.01	Scoping Meeting	1	1	1	0	8	0	0	0	8	16	\$3,282.84
1.02	Proposal Preparation	0	0	0	1	8	0	0	0	4	13	\$3,091.34
1.03	Airspacing	5	0	0	0	0	5	10	0	5	20	\$2,804.09
1.04	ALP P&I Update	0	0	0	0	2	0	4	0	8	14	\$2,106.49
1.05	FAA Documented Categorical Exclusion (CATX)	0	0	0	0	10	48	24	0	16	98	\$16,003.85
Subtotal Project Development (PD)		6	1	1	1	28	53	38	0	41	161	\$27,288.61
2      Project Administration (PA)												
2.01	Project Administration (1 Meeting and 2 hrs/Week for 26 Weeks)	1	1	1	0	8	52	0	0	0	60	\$10,833.37
2.02	Grant Management Assistance	7	0	0	0	0	0	28	0	0	28	\$3,829.98
2.03	Internal Independent Technical Review (ITR)	3	0	0	0	24	0	0	0	0	24	\$6,893.96
Subtotal Project Administration (PA)		11	1	1	0	32	52	28	0	0	112	\$21,557.31
3      Siting Report/ Safety Risk Management Document												
3.01	Kickoff Meeting	1	2	1	0	0	4	4	0	4	12	\$1,696.13
3.02	Site Visit/Data Collection	1	0	0	0	8	0	16	0	0	24	\$4,486.55
3.03	Drone Survey Coordination	1	0	0	0	2	0	4	0	0	6	\$1,121.64
3.04	Alternative Sites Development	3	0	0	0	12	36	48	0	24	120	\$18,876.33
3.05	Design Review Meetings	3	6	3	0	0	12	12	0	12	36	\$5,088.40
3.06	Safety Risk Management Panel (SRMP) Meeting	1	0	0	0	2	2	6	0	2	12	\$1,969.70
3.07	Prepare Siting Report	1	0	0	0	2	8	12	0	6	28	\$4,267.69
Subtotal Siting Report/ Safety Risk Management Document		11	8	4	0	26	62	102	0	48	238	\$37,506.44
4      Concept Validation Documents (CVD)												
4.01	Pre-Design Meeting	1	1	1	2	0	0	4	0	4	10	\$1,641.42
4.02	Preliminary Plans											
	Cover Sheet	1	0	0	0	1	1	2	0	4	8	\$1,217.39
	General and Phasing Plans	3	0	0	0	3	3	6	0	12	24	\$3,652.16
	Demolition Plans	4	0	0	0	4	4	8	0	16	32	\$4,869.55
	Site Plans	2	0	0	0	2	2	4	0	8	16	\$2,434.77
	Typical Sections and Paving Details	1	0	0	0	1	1	2	0	4	8	\$1,217.39
	Grading and Drainage Plans	4	0	0	0	4	4	8	0	16	32	\$4,869.55
	Drainage Details	1	0	0	0	1	1	2	0	4	8	\$1,217.39
	Utility Plans	2	0	0	0	2	2	4	0	8	16	\$2,434.77
	Utility Details	1	0	0	0	1	1	2	0	4	8	\$1,217.39
	Building Elevations	2	0	0	0	2	2	4	0	8	16	\$2,434.77





SCHUEDE OF FEES/FEE ESTIMATE BY TASK

Hagerstown Regional Airport – Richard A. Henson Field (HGR)												
Construct New Air Traffic Control Tower (ATCT) - Siting Study and Concept Validation Documents (CVD)												
Design and Bidding Phase Services												
Airport Design Consultants, Inc. 6011 University Blvd., Suite 490, Ellicott City, MD 21043		Direct Costs			Labor Classifications						Totals	
		No. of Sheets, Reports, Etc.	No. of Meals	No. of Trips	Senior Project Manager	Senior Airport Engineer	Project Engineer	Design Engineer	Resident Project Representative	CAD Designer	Total Hours	Task Fee
Task	Activity Description											
	Floor Plans	4	0	0	0	4	4	8	0	16	32	\$4,869.55
4.03	Preliminary Engineer's Opinion of Probable Cost (EOPC)	1	0	0	0	1	1	2	0	4	8	\$1,217.39
4.04	Concept Validation Report	1	0	0	0	1	1	2	0	4	8	\$1,217.39
Subtotal Concept Validation Documents (CVD)		28	1	1	2	27	27	58	0	112	226	\$34,510.88
SUBTOTAL BASIC SERVICES		56	11	7	3	113	194	226	0	201	737	\$120,863.24
SPECIAL SERVICES												
SUBTOTAL SPECIAL SERVICES		0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL HOURS/FEE (BASIC AND SPECIAL SERVICES)		56	11	7	3	113	194	226	0	201	737	\$120,864.00
REIMBURSABLE EXPENSES CALCULATION												
Item		Calculation					Rate		Total			
Travel and Substance												
Airfare (To/From Airport)		0 miles/trip x 0 trips					\$1.740 /mile		\$0.00			
Mileage (To/From Airport)		160 miles/trip x 7 trips					\$0.670 /mile		\$751.00			
Per Diem (RPR)		0 days @ local GSA rates					\$166.00 /day		\$0.00			
Meals & Incidentals (M&IE)		11 people on trips					\$68.00 /person		\$748.00			
Lodging		0 nights					\$110.00 /night		\$0.00			
Cell Phone		0 months					\$60.00 /month		\$0.00			
Tolls		0 trips					\$0.00 /trip		\$0.00			
Postage		6 packages					\$15.00 /package		\$90.00			
							Subtotal Travel and Substance		\$1,589.00			
Reproduction												
Copies		5000 copies					\$0.12 /copy		\$600.00			
Exhibit Prints/Plots		50 dwgs					\$1.80 /drawing		\$90.00			
Drawing Prints/Plots		25 dwg per set 5 sets					\$1.80 /drawing		\$225.00			
							Subtotal Reproduction		\$915.00			
Sub-Consultant Services												
Safety Risk Management Decision (SRMD) Document - AJT Engineering, Inc.		1 Lump Sum					\$131,681.00		\$131,681.00			
Concept Validation- AJT Engineering, Inc.		1 Lump Sum					\$28,654.00		\$28,654.00			
							Subtotal Sub-Consultant Services		\$160,335.00			
							TOTAL REIMBURSABLE EXPENSES		\$162,839.00			
							TOTAL FEE		\$283,703.00			



# AJT ENGINEERING INC

## Hagerstown Regional Airport (HGR) ATCT Engineering Services Cost Proposal

### SUMMARY SHEET

#### Siting Study SRMD Pre Design Evaluation Phase

Total Direct Labor from page 2 **\$83,868**

#### OTHER DIRECT COSTS

##### Subconsultants

Virtual ATCT Airport Model

Subtotal ODC \$32,552  
**\$32,552**

#### Field Investigations/Meetings Travel Costs

	# Personnel	# Days	# PerDiem Days	# Hotel Days	Vehicle Days	Orlando Miles and Parking	Airfare Tickets
KickOff Meeting at HGR	1	2	2	1	2	\$132	1
Safety Risk Mgmt Panel at HGR	1	4	4	3	4	\$164	2
Note: Hotel and PerDiem per GSA JTR							
		Subtotal	6	4	6		3
		Unit cost	\$64	\$123	\$85	\$296	\$500
		Extended Cost	\$384	\$492	\$510	\$296	\$1,500
		Subtotal Travel for Kickoff and Panel Meeting					<b>\$3,182</b>

#### Reproduction for Siting and Pre Design

##### Drawings

1/2 Size 50 @ \$0.65 = \$33

##### Documentation & Electronic Media

"A" Size 500 @ \$0.15 = \$75

Subtotal Repro \$108

Subtotal \$119,710  
Fee 10% \$11,971

**Grand Total Labor and Other Direct Costs \$131,681**



Hagerstown Airport ATCT Engineering Services Cost Proposal  
Manhour Breakdown-HGREngineering-SRMD and PreDesign

Task	Project Principal \$88	Project Engr \$74	Arch Designer \$45	Designer/ Drafter \$45	Doc Admin \$40	Total
<b>Pre Design Evaluation</b>						
KickOff Meeting and Field Work at HGR	16					16
Meeting Preparation	8					8
Concept Kickoff Meeting Virtual						
Initial Concept Generation			24	24		48
Site Alternatives		16				16
Meeting	4		4	4		12
TERPs and Air Space Analysis Coordination		4				4
Teleconferencing	16					16
FAA 7460 for 3 Sites Coordination		12				12
Model Generation Support	40			16	8	64
Draft Siting Study Document	40	40		16	8	104
Risk Management Panel Meeting Travel, Attendance and Preparation	80					80
Comparative Site Analysis Document Review	4	8		16	16	44
Final Siting Study Document	16	4		8	16	44
SRMD Coordination with FAA		40				40
Comm and Weather Equipment Evaluation	8					
QC Review (Inhouse peer review)	8	4	2			14
<b>Subtotal</b>	240	128	30	84	48	530
<b>Subtotal Base Rate</b>	\$21,120	\$9,472	\$1,350	\$3,780	\$1,920	<b>\$37,642</b>
<b>Concept Validation -25% Design</b>						
Site/Facility Layout/Elements/Reqts.ID/Plans (assume update of previous concept)	16		40	40		96
Renderings	4			40		44
<b>Subtotal Concept Validation</b>	4			40		44
<b>Subtotal Base Rate</b>	\$352			\$1,800		<b>\$2,152</b>

Total Labor **\$39,794**

Combined Overhead 110% **\$43,773**

Subtotal **\$83,567**

FCCM 0.36% **\$301**

**Total AJT Labor \$83,868**



# AJT ENGINEERING INC

## Hagerstown Regional Airport (HGR) ATCT Engineering Services Cost Proposal

### SUMMARY SHEET

#### Preliminary Design Document - Pre Design Evaluation Phase

Total Direct Labor from page 2      \$26,049

#### OTHER DIRECT COSTS

##### Subconsultants

Subtotal ODC      \$0

##### Field Investigations/Meetings Travel Costs

	# Personnel	# Days	# PerDiem Days	# Hotel Days	Vehicle Days	Orlando Miles and Parking	Airfare Tickets
KickOff Meeting at HGR							
Safety Risk Mgmt Panel at HGR							
Note: Hotel and PerDiem per GSA JTR							
		Subtotal	0	0	0		0
		Unit cost	\$64	\$123	\$85	\$0	\$500
		Extended Cost	\$0	\$0	\$0	\$0	\$0
		Subtotal Travel for Kickoff and Panel Meeting					\$0

##### Reproduction for Siting and Pre Design

Drawings				
1/2 Size	@	\$0.65	=	\$0
Documentation & Electronic Media				
"A" Size	@	\$0.15	=	\$0
		Subtotal Repro		\$0

Subtotal      \$26,049  
Fee 10%      \$2,605

**Grand Total Labor and Other Direct Costs      \$28,654**



**Hagerstown Airport ATCT Engineering Services Cost Proposal**  
**Manhour Breakdown-HGR Engineering-SRMD and PreDesign**

Task	Project Principal \$96	Project Engr \$74	Arch Designer \$45	Designer/ Drafter \$40	Doc Admin \$45	Total
<b>Pre Design Evaluation</b>						
Pre-Design Meeting	2		2	2		6
Meeting Preparation	4					4
Teleconferencing	16					16
FAA 7460		12				12
FAA Coordination	16			16	8	40
PDD Input	16		16	16		48
Comm and Weather Equipment Evaluation	8					
Cost Estimating	4					4
QC Review (Inhouse peer review)	4	2	2			8
<b>Subtotal</b>	70	14	20	34	8	146
<b>Subtotal Base Rate</b>	\$6,720	\$1,036	\$900	\$1,360	\$360	<b>\$10,376</b>
<b>Concept Validation -15% Design</b>						
Site/Facility Layout/Elements/Reqs.ID/Plans (assume update of previous concept)	16		40	40		96
Renderings	4			40		44
<b>Subtotal Concept Validation</b>	4			40		44
<b>Subtotal Base Rate</b>	\$384			\$1,600		<b>\$1,984</b>

Total Labor	<b>\$12,360</b>
Combined Overhead 110%	<b>\$13,596</b>
Subtotal	\$25,956
FCCM 0.36%	\$93
<b>Total AJT Labor</b>	<b>\$26,049</b>



# Washington County, Maryland

## Budget Adjustment Form

**Preparer:** signed by Garrett, Zane M. 6/17/2025, 9:48:17 AM

(?)

☒ Budget Amendment

☐ Budget Transfer

**Fiscal Year**

2025

**BOCC Approval Date (if known)**

MM/DD/YYYY

**Deputy Director - Finance**

Sign

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-
599999	35	45010	EQP041		CNST	Controllable Assets - Fuel Tank/Pump System	-5,000
498745	35	45010	EQP041		0000	Capital Transfer - Airport	-5,000
599999	35	45010	COM026		CNST	Controllable Assets - Airport Security System	-129,499
498745	35	45010	COM026		0000	Capital Transfer - Airport	-59,930
498410	35	45010	COM026		0000	Capital Grant - State	-69,569
599999	35	45010	BLD088		CNST	Controllable Assets - Airport Systemic Improv	-5,996
498745	35	45010	BLD088		0000	Capital Transfer - Airport	-5,996
599999	35	45010	BLD079		OTHR	Air Traffic Control Tower - Controllable Assets	70,926
498745	35	45010	BLD079		0000	Capital Transfer - Airport	70,926

**Explain Budget Adjustment**

To transfer \$70,926 from existing CIP projects to the Air traffic Control Tower project. This also removes the existing state budget from COM026 which is not anticipated to be received.

Comments:

**Attach Additional Items**

**Reject**





## Agenda Report Form

### Open Session Item

**SUBJECT:** 2025 SAFER Grant Application – Request to Apply and Accept

**PRESENTATION DATE:** June 24, 2025

**PRESENTATION BY:** Division of Emergency Services, Director, R. David Hays

**RECOMMENDATION:** Motion to authorize the Division of Emergency Services (DES) to submit a FEMA SAFER Grant application to hire eighteen (18) firefighters and accept the grant funding, if awarded.

**REPORT-IN-BRIEF:** The DES has placed additional FT firefighters in multiple fire stations throughout Washington County over the last four (4) years. While the addition of these firefighters has increased the number of trained and certified firefighters on duty each day, there are still instances when apparatus and/or departments struggle to get adequate firefighters on apparatus for call responses.

**DISCUSSION:** By authorizing the DES to hire eighteen (18) additional firefighters, it will enable the DES to continue strategically placing firefighters in various fire stations throughout Washington County.

Response statistics are being prepared for the BOCC that will help to determine the recommended placement of the additional firefighters.

**FISCAL IMPACT:**

YR 1: \$ 760,582.90 (actual hire 10/1/25 = \$570,437.18)

YR 2: \$1,412,511.10

YR 3: \$1,412,511.10

YR 4: \$2,173,093.99 (Full Cost)

**CONCURRENCES:**

R. David Hays, Director, Division of Emergency Services

Michelle Gordon, County Administrator

Kelcee Mace, Chief Financial Officer

**ALTERNATIVES:** N/A

**ATTACHMENTS:** None