



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**

**November 19, 2024**

### **OPEN SESSION AGENDA**

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President John F. Barr*  
APPROVAL OF MINUTES: *October 22, 2024*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:30 AM PRESENTATION OF THE JUNE 30, 2024 AUDITED FINANCIAL STATEMENTS  
*Chris Lehman, Partner in SB & Company; Kelcee Mace, Chief Financial Officer*
- 10:00 AM FY25 FUNDING REQUEST – BOARD OF EDUCATION  
*Kelcee Mace, Chief Financial Officer*
- 10:15 AM CONTRACT AWARD (PUR-1707) FOR GASOLINE AND DIESEL FUEL DELIVERIES  
*Brandi Naugle, Buyer, Purchasing; Zane Rowe, Deputy Director, Highway Department*
- BID AWARD (PUR-1708) SWIMMING POOL AND WATER/WASTEWATER TREATMENT CHEMICALS  
*Brandi Naugle, Buyer, Purchasing; Davina Yutzy, Deputy Director, Environmental Management; Mark Bradshaw, Director, Environmental Management*
- SOLE SOURCE PROCUREMENT (PUR-1716) KEYSTONE (CAD) INTERFACE  
*Brandi Naugle, Buyer, Purchasing; Alan Matheny, Director, Emergency Management*
- 10:30 AM CERTIFIED REBUILD OF THE CATERPILLAR 345BL EXCAVATOR (PUR-1717)  
*David A. Mason, Deputy Director, Solid Waste*
- 10:35 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0170) – LEASE/PURCHASE FOR ONE (1) NEW D7 CATERPILLAR DOZER  
*Rick Curry, Director, Purchasing; David Mason, Deputy Director, Solid Waste*

10:40 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0169)  
LEASE/PURCHASE FOR ONE (1) ARTICULATED TRUCK FOR THE SOLID  
WASTE DEPARTMENT

*Rick Curry, Director, Purchasing; Dave Mason, Deputy Director, Solid Waste*

INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0168) – ONE  
(1) RESCUE SQUAD

*Rick Curry, Director, Purchasing; Eric Jacobs, Operations Manager, Emergency  
Services*

INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-24-0172) TWO  
(2) BRINE TANKS FOR THE HIGHWAY DEPARTMENT

*Rick Curry, Director, Purchasing; Zane Rowe, Deputy Director, Highway Department*

10:50 AM APPROVAL/SIGNATURE OF UPDATED AND REISSUED BUSINESS PERMIT  
FOR ALLEGIANT AIRLINES

*Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director,  
Public Works*

10:55 AM APPROVAL OF ZONING MAP AMENDMENT RZ-24-002

*Aaron Weiss, Assistant County Attorney, County Attorney's Office*

11:00 AM CLOSED SESSION - *(To discuss the appointment, employment, assignment,  
promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of  
appointees, employees, or officials over whom this public body has jurisdiction; or any other  
personnel matter that affects one or more specific individual. (1) These topics include the discussion  
of confidential personnel matters.*

- *Appointments to Commission for Women, Housing Authority of Washington County,  
Property Tax Assessments Appeals Board;*
- *Hiring recommendations for open positions (2) in Department of Budget and Finance*

*To consider the acquisition of real property for a public purpose. Open session discussion would  
negatively impact County's bargaining position.*

- *Discussion of acquisition of certain parcels of real property in the County.*

*To consider a matter that concerns the proposal for a business or industrial organization to locate,  
expand, or remain in Washington County.*

- *Discussion of MEDAFF Conditional Loan to business to locate in Washington County.  
Discussion in open may result in the disclosure of proprietary information of the  
business provided to County, as well as prematurely disclose proposed incentives,  
putting the County in a disadvantageous bargaining position.*
- *Discussion of implementation issues with certain provisions of APFO.*

*Consult with staff about pending or potential litigation. Discussion in open session would put County  
in disadvantageous position with regard to possibly settling potential litigation.*

- *Proposal and discussion of settlement offer.*
- *Discussion of dismissal of defendant in Opioid litigation and status of appeal in  
pending litigation.*

*To conduct collective bargaining negotiations or consider matters that relate to the negotiations. Open session discussion would disadvantage County bargaining position.*

- *Update to Commissioners on negotiations with unions representing employees of Sheriff's Office. Discussion of union proposals and forthcoming County counter-proposals.)*

1:20 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



## Agenda Report Form

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### Open Session Item

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

**PRESENTATION DATE:** November 19, 2024

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

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

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

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

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

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

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

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





Certified Public  
Accountants &  
Business Advisors

# Presentation to the Board of County Commissioners



Washington County, Maryland

November 19, 2024

# Introductions



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

- Chris Lehman, Audit Partner






# Executive Summary



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

# Summary of the Results



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



# SBC Audit Approach



## FORCAM Audit Approach

*Focus on Risk, Controls, and Account Misstatement*

Agree on Expectations and Deliverables

### Planning - Understand the Business & Risk

Client Acceptance • Client Environment • Tone at the Top  
Materiality • Initial Risk Assessment • Audit Plan • Client Expectations

### Assess & Test Design & Operations of Controls

What Can Go Wrong? • Test Key Controls • Walkthrough  
Map Accounts & Transactions • Identify Key Controls

### Financial Close & Reporting Misstatement Analysis

Analyze Balances • Financial Close Process  
Principles Applied • Management's Verification

### Substantive Testing

Negative Account Analysis • Negative Financial Close  
Firm & GAAS Required • Significant Estimates  
Negative Operating Controls • Unusual Transactions

### GAAS Compliance & Reporting

GAAS Checklist • Review Reports • Wrap Up  
Draft Board/Management Presentation  
Did We Meet Your Expectations?

### Goals:

Detect Financial Statement Misstatement Risk  
Detect Error

- Accounting Principle
- Estimate
- Information Processing
- Account Balances

Fraud  
Business Failure  
Business Improvement Opportunities  
Client Expectations

Communicate Value Delivered and Measure Satisfaction



# Assessment of Control Environment



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

# Assessment of Control Environment (cont.)



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

# Evaluation of Key Processes



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



# Evaluation of Key Processes (cont.)



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

# Required Communications



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

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

## **2. Significant Accounting Policies**

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

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

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

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

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

# Required Communications (cont.)



## **4. Audit Adjustments**

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

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

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

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

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

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

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

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

# Required Communications (cont.)



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

None.

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

None.

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

No significant difficulties.

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

None.

**11. Management Representations**

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

**12. Consultation with Other Accountants**

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

**13. Independence**

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

*We are independent of the County.*

# Required Communications (cont.)



## 14. Non-Audit Services

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

## 15. Our Responsibility Related to Fraud

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

### Examples of Procedures Performed

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

# Responsibility for Mitigating Fraud



## Opportunity

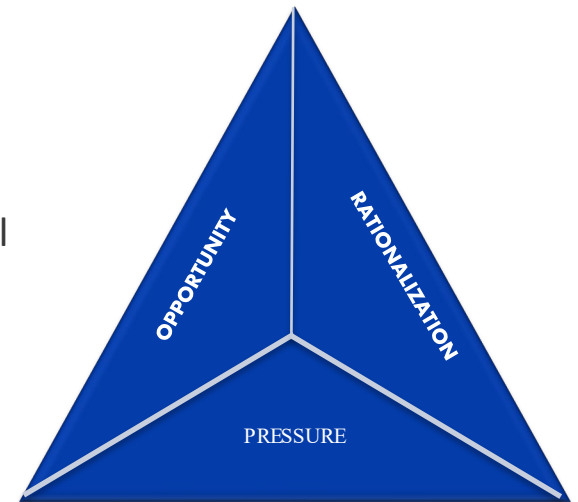
- Generally provided through weaknesses in internal control
- Tone at the top is important
- We assess controls and tone at the top

## Pressure

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

## Rationalization

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



# Engagement Team

## *Contact Information*



**Christopher Lehman, CPA**  
Audit Partner

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Knowledge,  
Quality,  
Client Service.

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# Budget & Finance

## FY2024 General Fund Review



Washington County

M A R Y L A N D

# General Fund Budget

## Original Budget

\$281,060,350

## \*Adjustments

\$22,532,600

## Final Budget

\$303,592,950

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

# FY2023 General Fund

## Revenues

\$339,113,528

## Expenditures

\$338,933,983

## Net (Reserves)

\$179,544



# General Fund Cash Reserve

**FY23**

**\$73.2M or  
24.58%**

**FY24**

**\$73.5M or  
22.39%**

# FY2024 Revenue Highlights

## Significant Revenues over/(under) final budget

Real Property Tax	5.5M
Personal Property Tax	2.2M
Income Tax	8.6M
Recordation Tax	(0.8)M
Interest	13.5M
Other	6.5M
Total	35.5M

# FY2024 Expenditure Highlights

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



## Upcoming Expenditures

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

# Requests/Feedback



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





Washington County

M A R Y L A N D

# Thank you

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

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## Agenda Report Form

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### Open Session Item

**SUBJECT:** FY25 Funding Request – Board of Education

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Kelcee Mace, Chief Financial Officer

**RECOMMENDED MOTION:** Motion to approve one-time capital funding requests for the Board of Education, to be funded with capital reserves.

**REPORT-IN-BRIEF:** Staff has received two requests from the Board of Education for one-time capital funding.

**DISCUSSION:** The Board of Education has submitted two requests for one-time capital funds. The first request is for \$225,000 to support the purchase of visitor management software and the necessary hardware (tablets and badge printers). This software does scans of an individual's Govt. issued ID prior to allowing them access to the building. This will allow WCPS the ability to keep individuals with concerning backgrounds from entering our schools. The majority of school systems in the state have implemented this type of software. The second request is for \$422,910 for the replacement of three (3) school busses. WCPS replaces approximately fifteen (15) school buses annually.

**FISCAL IMPACT:** \$647,910 from Capital Reserves

**CONCURRENCES:** Jeffrey Proulx, Chief Operating Officer, WCPS; Dr. David Sovine, Superintendent, WCPS

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Award (PUR-1707) for Gasoline and Diesel Fuel Deliveries

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Brandi Naugle, CPPO, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

**RECOMMENDED MOTION:** Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 7 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries** to **James River Solutions LLC of Ashland, VA** at the unit bidder factor prices as stated in its bid dated October 17, 2024.
2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation of Fort Wayne, IN.** at the unit bidder factor prices as stated in its bid dated October 18, 2024.
3. Contract for **diesel tank-wagon deliveries** to **James River Solutions LLC of Ashland, VA** at the unit bidder factor prices as stated in its bid dated October 17, 2024.
4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation of Fort Wayne, IN.** at the unit bidder factor prices stated in its bid dated October 18, 2024.

**REPORT-IN-BRIEF:** The following tabulations listed below were made from the bids received on October 21, 2024, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2024, and end on November 30, 2025. The contracts are for a one (1) year term with no option to renew. These are requirements contracts and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" website, on the County's website, the County's new online bidding site and in the local newspaper. Thirty-five (35) persons/companies registered/downloaded the bid document online and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor; bids were submitted as per the attached bid tabulation.

**DISCUSSION:** The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

**FISCAL IMPACT:** Funds are available in various departmental operating budgets for fuels.

**CONCURRENCES:** N/A

**ATTACHMENTS:** The complete Bid Tabulation may be viewed online at <https://www.washco-md.net/wp-content/uploads/purch-pur-1707-bidtab.pdf>



## Agenda Report Form

### Open Session Item

**SUBJECT:** Bid Award (PUR-1708) Swimming Pool and Water/Wastewater Treatment Chemicals

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Brandi Naugle, CPPO, Buyer, Purchasing Department; Davina Yutzy, Deputy Director of Water Quality Operations Division of Environmental Management; Mark Bradshaw, Division Director of Environmental Management.

**RECOMMENDED MOTION:** Move to award the bids for Swimming Pool and Water/Wastewater Treatment Chemicals to the responsive, responsible bidders with the lowest bids for each item.

<b><u>Product/ (Estimated Annual Usage)</u></b>	<b><u>Vendor</u></b>	<b><u>Unit Price</u></b>	<b><u>Unit of Measure</u></b>
Item No. 4 Polymer	PolluTech Inc.	\$13.68	Gallon
Item No. 10 Sulfuric Acid 93%-95%	Univar	\$6.97	Gallon
Item No. 11 Sodium Hypochlorite	Univar	\$5.08	Gallon
Item No. 12 Potassium Permanganate	Chemrite Inc.	\$2.49	Pound
Item No. 13 Caustic Soda (Sodium Hydroxide)	Univar	\$3.10	Gallon
Item No. 15 Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Sharpsburg)	Univar	\$5.45	Gallon
Item No. 16 Hydrofluosilicic Acid (H <sub>2</sub> SiF <sub>6</sub> ) (Cascade Well House)	Univar	\$5.45	Gallon
Item No. 17 DelPac 2000 (Polyaluminum Chloride Hydroxide Sulfate Solution) or PAX-XL6	USALCO	\$0.24	Pound
Item No. 19 Sodium Hypochlorite	Univar	\$5.08	Gallon
Item No. 22 Muriatic Acid	North Industrial Chemical	\$35.63	Gallon
Item No. 24 DelPac 2020 (Polyaluminum Hydroxychlorosulfate Solution)	Univar	\$4.70	Gallon
Item No. 29 Bacterial Enzymatic Powder	Maryland Chemical Co.	\$8.73	Pound

Item No. 33 DelPac 2000 (Aluminum Chloride Hydroxide Sulfate)	Univar	\$5.72	Gallon
Item No. 34 Liquid Aluminum Sulfate	Univar	\$2.21	Gallon
Item No. 35 Micro C 2000	George S.Coyne Chemical	\$4.68	Gallon

**REPORT-IN-BRIEF:** The County accepted bids on October 22, 2024, for the swimming pool and water/wastewater treatment chemical requirements for County departments as well as for the City of Hagerstown and the Town of Boonsboro. The Invitation to Bid was advertised on the State of Maryland’s eMMA “*eMaryland Marketplace Advantage*” website, on the County’s website, in the local newspaper, and on the County’s online bidding site. Forty (40) persons/companies registered/downloaded the bid, and seventeen (17) bids were received, two of which were deemed non-responsive due to not submitting their bids on the correct forms.

The term of this contract is for a one (1) year period tentatively beginning December 1, 2024, and ending November 30, 2025, with no options for renewal. The above recommendations are for the County’s requirements only; the City of Hagerstown and the Town of Boonsboro shall make their awards independently from the County. The County guarantees neither a minimum/maximum quantity of chemicals to be purchased under this contract.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are available in various accounts for chemicals for the Department of Water Quality Facilities and the Parks and Recreation Department.

**CONCURRENCES:** County using departments.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** The complete Bid Tabulation may be viewed online <https://www.washco-md.net/wp-content/uploads/purch-pur-1708-bidtab.pdf>



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Open Session

**SUBJECT:** Sole Source Procurement (PUR-1716) Keystone (CAD) Interface

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Brandi Naugle, CPPO, Buyer, Purchasing; Alan Matheny, Director of Emergency Management & Communications

**RECOMMENDATION:** Move to authorize a Sole Source procurement for CAD Interface software, maintenance, and annual licensing fees used by the Division of Emergency Services (DES) in the amount of \$129,185 from Keystone Public Safety Inc., of Maple Shade, NJ.

**REPORT-IN-BRIEF:** DES wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County's requirements.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining 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.

The above approval is for the software, maintenance, and annual licensing fees for the following systems within the Emergency Services department: Computer Aided Dispatch (CAD) Licensing for the main and the backup 911 Center, which includes the Keystone Client, and the Web Client. This also consists of the CryWolfe Interface, used for processing false alarm information and for billing. All other interface components are provided by outside software that communicates with the internal CAD system in order to complete call processing, dispatching, logging, mapping, recording, reporting, and web accesses.

**DISCUSSION:** This is a sole-source procurement request; the requested vendor (Keystone) is the provider of the CAD operating software utilized by the Counties Emergency Communication Center.

**FISCAL IMPACT:** Funds are available in the department's operating budget 515180-10-11440 in the amount of \$287,620.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Keystone Public Safety's quote dated 7/24/24



# Invoice

ONE TALL OAKS CORPORATE CENTER  
1000 LENOLA RD, SUITE 101  
MAPLE SHADE, NJ 08052

Date	Invoice #
7/24/2024	5140

Bill To
WASHINGTON COUNTY EMERGENCY COMMUNICATION ATTN: JAMES MILLS 16232 ELLIOT PARKWAY WILLIAMSPORT, MD 21795-4083

Terms	P.O. No
	Net 30

Quantity	Description	Rate	Amount
1	Software Maint: 07/01/2024-06/30/2025 - PRIMARY SYSTEM	0.00	0.00
1	ALPHA PAGING	1,919.00	1,919.00
1	CAD (23 Users)	74,330.00	74,330.00
1	CryWolf Interface	1,178.00	1,178.00
1	EPCR Interface	3,461.00	3,461.00
1	ESO Interface	1,561.00	1,561.00
1	Keystone Client (30 Users)	2,213.00	2,213.00
1	Keystone RT	2,394.00	2,394.00
1	MCC7500 Radio Interface	2,766.00	2,766.00
1	MOSCAD Interface	1,380.00	1,380.00
1	OS Support (51 Users)	1,785.00	1,785.00
1	Update Server	746.00	746.00
1	Web Client Users (24 Users)	1,523.00	1,523.00
1	ZETRON Interface	4,156.00	4,156.00
1	NICE SQL Interface	1,417.00	1,417.00
1	UniVerse Maint: 07/01/2024-06/30/2025 - PRIMARY SYSTEM		
1	UniVerse: S/N 20070869 (51 Users)	6,528.00	6,528.00
1	UVNET	2,540.00	2,540.00
	Software Maint: 07/01/2024-06/30/2025 - BACKUP SYSTEM		
1	CAD - Backup (23 Users)	2,076.00	2,076.00
1	Interfaces - Backup	976.00	976.00
1	KeyGuard - Backup	4,789.00	4,789.00
1	Keystone Client - Backup (30 Users)	1,736.00	1,736.00
1	OS Support - Backup (51 Users)	1,785.00	1,785.00
	UniVerse Maint: 07/01/2024-06/30/2025 - BACKUP SYSTEM		
1	UV - Backup S/N 32423408 (52 Users)	6,656.00	6,656.00
1	UVNET - Backup	1,270.00	1,270.00

**Total** \$129,185.00

**Payments/Credits** \$0.00

**Balance Due** \$129,185.00





## Agenda Report Form

### Open Session Item

**SUBJECT:** Certified Rebuild of the Caterpillar 345BL Excavator (PUR-1717)

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** David A. Mason, P.E., Deputy Director, Department of Solid Waste

**RECOMMENDATION:** Move to authorize by Resolution, Carter Machinery Company, Inc of Salem VA, to perform a certified rebuild of the Caterpillar 345BL Excavator in the total sum of \$531,208.10.

**REPORT-IN-BRIEF:** The Solid Waste Department is requesting to rebuild one (1) Caterpillar 345BL Excavator. The excavator was purchased new in 2000 and has 17,733 hours. This equipment meets the requirements for replacement in the County's Vehicle and Replacement Policy.

A certified rebuild of equipment involves a complete overhaul of all mechanical, electrical and hydraulic systems, and structural frame repair and refurbishment. Carter Machinery is the regional Dealer and Repair Facility for Caterpillar, they must complete the work.

Payments will be financed over a two-year (2) period at a fixed rate of 6.44% with two (2) payments of \$264,604.05.

The County will benefit from the direct cost savings with the rebuild of the excavator; the replacement with a 2025 349 Excavator would cost approximately \$1,000,000.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$1,167,700 are budgeted in the department's Operating Budget 535055-21-21020.

**CONCURRENCES:** Division Director

**ATTACHMENTS:** CAT Agreement and Quote

## 1. PARTIES

LESSOR ("we", "us", or "our"):

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

LESSEE ("you" or "your"):

**BOARD OF COUNTY COMMISSIONERS OF WASHINGTON  
COUNTY, MARYLAND**  
100 WEST WASHINGTON ST. PURCHASE DEPT. - RM 238  
HAGERSTOWN, MD 21740

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

## 2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 Used 2000 Caterpillar 345BIII Hydraulic Excavator	AGS00349	SEE ATTACHMENT	\$1.00	

## TERMS AND CONDITIONS

**3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 13834, NEWARK, NJ 07188-0834 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.49% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or

expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

- 8. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

**11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

**12. Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

**13. Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may

substitute by notice to the other, which notice will be effective upon its receipt.

**14. Title; Return of Units** Notwithstanding our designation as “Lessor,” we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the

required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

**15. Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

**16. Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

## SIGNATURES

**LESSOR**                      **CATERPILLAR FINANCIAL SERVICES CORPORATION**

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



This Purchase Agreement is between **CARTER MACHINERY COMPANY, INCORPORATED** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 345BIII CATERPILLAR Hydraulic Excavator	AGS00349		\$0.00	\$535,864.66
<b>Lessee:</b> BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND 100 WEST WASHINGTON ST. PURCHASE DEPT. - RM 238 HAGERSTOWN, MD 21740				<b>Subtotal</b> \$535,864.66
				<b>Federal Excise Tax</b> \$0.00
				<b>Other Tax</b> \$0.00
				<b>Total Purchase Price</b> \$535,864.66
				<b>Unit(s) Delivery Point:</b> 12630 EARTH CARE RD HAGERSTOWN, MD 21740-2189

See next page for additional terms and conditions.

**SIGNATURES**

CATERPILLAR FINANCIAL SERVICES CORPORATION	CARTER MACHINERY COMPANY, INCORPORATED
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 24	_____	\$23,648.90
25	_____	\$1.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

**Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70160627) (the "Lease")  
Between BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND ("Lessee") and Caterpillar  
Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Maryland (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

**SIGNATURE**

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

Name(Print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Title: \_\_\_\_\_



## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Policy Number CIC - 70160627



Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

***Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).***

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:

\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**.

You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

### POLICYHOLDER DISCLOSURE

#### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

**APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE**

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 345BIII	Caterpillar Hydraulic Excavator	AGS00349		\$535,864.66	\$12,090.00	\$533.06

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

## Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 24 months will be \$12,090.00, which is \$6045.00 per year based upon the total equipment value of \$535,864.66.

- Method 1 ☐ I will finance the insurance premium, including finance charges, of \$533.06 per scheduled equipment payment. The finance charge is calculated at 5.49% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$6045.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

Dealer Name: CARTER MACHINERY COMPANY, INCORPORATED

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: \_\_\_\_\_ Name (PRINT): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Fraud Warning:

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

## INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail [PhysicalDamage@cat.com](mailto:PhysicalDamage@cat.com).

**Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.**

**Transaction Number:** 001-70160627    **Dealer Name:** CARTER MACHINERY COMPANY, INCORPORATED  
**Customer's Name:** BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND  
**Address:** 100 WEST WASHINGTON ST. PURCHASE DEPT. - RM 238  
HAGERSTOWN, MD 21740

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Value Including Tax
1. 345BIIIL	2000 Caterpillar Hydraulic Excavator	AGS00349		\$535,864.66

Insurance Agency

Insurance Agent's Name

Street Address

City

State

Zip

Agent's Phone Number

Fax Number

E-mail Address

**TO CUSTOMER'S INSURANCE AGENT**

**I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:**

☐ To my existing policy number(s) \_\_\_\_\_, which now provide the coverage required, or

☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature

Name(Print)

Title

Date

**PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION**

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:**  
**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
**2120 West End Avenue**  
**Nashville, TN 37203**

**PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE**

**CUSTOMER INFORMATION VERIFICATION**  
**Contract Number 001-70160627**



**CUSTOMER INFORMATION**

**CHANGES TO CUSTOMER INFORMATION**

Customer Name:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND	
Physical Address:	100 WEST WASHINGTON ST. PURCHASE DEPT. - RM 238	
	HAGERSTOWN, MD, 21740	
Mailing Address:	COUNTY, MARYLAND, 100 WEST WASHINGTON ST.- RM 1101	
	HAGERSTOWN, MD, 21740-4790	
Equipment Location:	12630 EARTH CARE RD	
	HAGERSTOWN, MD, 21740-2189	
Business Phone:	2403132330	
Mobile Phone:		
E-mail Address:		

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

**TAX INFORMATION**

Tax Exempt\*\*

Non-Exempt

Asset outside the City limits Yes \_\_\_\_\_ No \_\_\_\_\_

**\*\*A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

**AUTO PAY INFORMATION (Checking Account Information)**

☐ I decline Auto Pay authorization at this time

☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Routing Number

9 digits

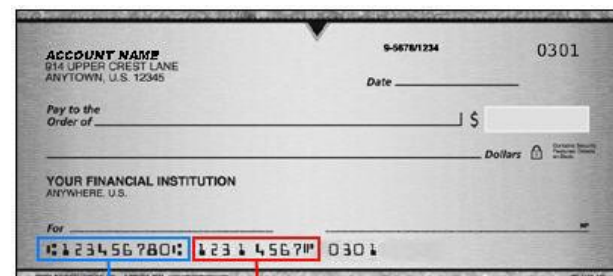
Account Number

3-17 digits

Re-Enter Account Number

3-17 digits

Account Name (exactly as it appears on Check)



Routing Number

Account Number

## CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

---

Name

---

Title

---

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

**Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.



CARTER MACHINERY COMPANY, INCORPORATED  
1330 LYNCHBURG TPKE  
SALEM, VA 24153-0618

**Reference:**

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT

**Carter**

# Carter Machinery Company, Inc.

Remit to: Carter Machinery Co., Inc.  
PO Box 3096  
Salem, VA 24153

Inquiries: PO Box 3096 Salem, VA 24153  
(800)768-4200

## PRO-FORMA INVOICE

**1037040** ←

Please refer to this  
number on remittance

**SOLD TO****SHIP TO**

Washington County Landfill  
12360 Earth Care Rd  
Hagerstown, MD 21740

DOC TYPE	INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE	
MINV	1037040	9/4/24	9883100					C		2		
PSO/WO NO.		DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.		
MAKE		MODEL	SERIAL NUMBER			EQUIPMENT NUMBER			METER READING	MACH ID NO.		
AA		345BIIL	AGS00349									
QUANTITY		ITEM		N/R	DESCRIPTION				UNIT PRICE		EXTENSION	

**CAT 345BIIL HYDRAULIC EXCAVATOR REBUILD S/N AGS00349****544651.48**

**REBUILD RATE DISCOUNT FOR 3.9% FOR 24 MONTHS FINANCING  
THROUGH CAT FINANCIAL**

**13943.38-**

Carter makes no warranty, express or implied, as to any matter except as provided in its separate statement of "Warranties and Disclaimers" reprinted on the reverse side hereof.

MACHINE AND RENTAL INVOICES ARE DUE UPON RECEIPT, UNLESS OTHERWISE STATED. PARTS AND SERVICE INVOICES ARE DUE ON OR BEFORE 10<sup>TH</sup> OF MONTH FOLLOWING DATE OF PURCHASE. ANY ACCOUNT NOT PAID BY 30<sup>TH</sup> OF MONTH FOLLOWING PURCHASE WILL BE PAST DUE AND A FINANCE CHARGE WILL BE COMPUTED BY A SINGLE PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE OF 24%.

<b>PAY THIS AMOUNT</b>	<b>530708.10</b>
<b>AMOUNT CREDITED</b>	



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0170) – Lease/Purchase for One (1) New D7 Caterpillar Dozer

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Rick F. Curry, CPPO, Director, Purchasing; David A. Mason, P. E., Deputy Director, Department of Solid Waste

**RECOMMENDED MOTION:** To authorize, by Resolution, the Department of Solid Waste to lease/purchase of one (1) new D7 Caterpillar dozer from Caterpillar Financial Services Corporation with an annual payment in the amount of \$201,178.69 for the total sum of \$882,268 and to utilize another jurisdiction's contract (#011723-CAT) that was awarded by Sourcewell (formally National Joint Powers Alliance) to Caterpillar, Inc.

**REPORT-IN-BRIEF:** The Code of the Public Laws of Washington County, Maryland §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. 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 equipment in accordance with the Code referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with direct cost savings in the purchase of this equipment because of the economies of scale this contract has leveraged. Acquisition of this equipment by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative efficiencies and cost savings for the Department of Solid Waste and Purchasing Department. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell's contract provides through this agreement.

**DISCUSSION:** The department's 2002 John Deere 850C Bulldozer with 12,600 hours was put out of service because of an issue with repairing of the undercarriage and tracks. Repairs were made by Solid Waste staff, but upon further inspection the machine was deemed unsafe for use without a complete rebuild of the undercarriage and tracks. Costs for these repairs are estimated at \$40,000. The 850C has a current value of approximately \$20,000. Local dealers were contacted about used equipment currently available. The 2017 D5 Caterpillar is a 2017 with 4,686 hours.

**FISCAL IMPACT:** Funds are budgeted in the department's

**CONCURRENCES:** Division Director

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Carter Equipment's Quote

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

**Carter**



June 17, 2024

WASHINGTON COUNTY DSW  
12630 EARTH CARE ROAD  
HAGERSTOWN, MARYLAND 21740  
ATTENTION: DAVE MASON / DONALD MORGAN

RE: Quote 199390-01



Mr. Mason,  
Mr. Morgan,

We would like to offer the same terms and conditions as the **Sourcewell Contract #011723-CAT** for the purchase of

**(1) NEW 2024 CATERPILLAR D7 WH DOZER**

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. If there are any questions, please do not hesitate to contact me.

Regards,

*Brent D. Stewart*

Brent D. Stewart  
Key Account Manager - Governmental  
Carter Machinery Co. Inc.  
443-764-7692  
Brent\_stewart@cartermachinery.com

## MACHINE SPECIFICATIONS

Description	Reference No
<b>D7 LGP TRACTOR</b>	<b>524-4737</b>
LANE 3 ORDER	0P-9003
CONFIGURATION 17A BASIC	588-0565
<b>WASTE HANDLING PACKAGE (LGP)</b>	<b>616-1704</b>
FINAL DRIVE, LGP, GUARD	508-1981
ENGINE, THERMAL HEAT SHIELD	506-3702
PRECLEANER, SCREEN HIGH DEBRIS	510-8802
UC, WASTE, LGP	543-5281
<b>TRACK, 36" ES, TRAP HDXL 43SEC</b>	<b>571-6712</b>
CONTROL, BASIC	519-4551
FAN, REVERSING	569-4514
ALTERNATOR, 150AMP, DUCTED	511-0249
BATTERY, HEAVY DUTY	542-2524
LIGHTS, 12, LED	570-0375
CAB, HIGH DEBRIS	583-9469
SEAT, HEATED + VENTILATED	560-9088
FLOOR, CAB, QUICK ACCESS	588-6170
REAR CAMERA	577-8623
PRECLEANER, CAB POWERED	588-1061
AIR CONDITIONING, QUICK DISC	553-3387
HANDRAIL, CAB	548-1353
PREMIUM CORP RADIO (12V)	579-5779
ASSIST W/ARO	587-7162
JOYSTICK, ARO/GRADE, PA	435-5758
DOZER CTL, ARO, LGP PA	564-8399
PROD LINK, PLE683/PLE783 RADIO	577-7698
FUEL SYSTEM, BASIC	593-7680
GUARD, BOTTOM, HD SEALED	519-1278
GRAB HANDLES, HEAVY DUTY	543-0547
ENCLOSURE, ENG SND SUPPRESSED	546-0251
STRIKER BAR BOX, REAR	555-7850
7 LGP BULLDOZER, GUARDED	539-9105
<b>BLADE 7SU, LGP, LNDFL, WP, ARO</b>	<b>628-2930</b>
OIL CHANGE SYSTEM, HS HRC	583-5529
LUBRICANT GRP, STD HRC	521-4276
ENGINE COOLANT, STD (-37C)	382-5934
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
WINDSHIELD WASHER EMPTY	0P-1940
PROTECTION, CYLINDER ROD	0P-3940
INSTRUCTION, ANSI	521-4273
SERIALIZED TECHNICAL MEDIA KIT	421-8926
HEATER, ENGINE COOLANT, 120V	537-5582
JUMP START	536-6999
LIGHT, BEACON	589-3554
RADIO, CB (READY)	589-3552
SCREEN, REAR, HINGED	599-7940
GUARD, FUEL TANK	539-3164
GUARDS -FILTER	552-5082
GUARDS, LIGHTS, PREMIUM	593-6049

**Description**  
SEAL, WASTE  
COUNTERWEIGHT, ADDITIONAL

**Reference No**  
546-3297  
238-1177

<b>CATERPILLAR LIST PRICE</b>	<b>\$1,057,438.00</b>
<b><u>SOURCEWELL DISCOUNT OF 23% OFF OF LIST PRICE</u></b>	<b><u>-243,210.00</u></b>

<b>SALE PRICE</b>	<b>\$814,228.00</b>
<b>SIGNAL BEACON X 2</b>	<b>INCLUDED</b>
<b><u>ANSUL FIRE SUPPRESSION</u></b>	<b><u>18,500.00</u></b>

<b>TOTAL SALE PRICE</b>	<b>\$832,728.00</b>
<b><u>5 YEAR / 7500 HOUR TM WARRANTY W/TTM</u></b>	<b><u>\$49,540.00</u></b>

<b>TOTAL SALE PRICE WITH WARRANTY</b>	<b>\$882,268.00</b>
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## RESOLUTION NO. RS-2024-

### *(Intergovernmental Cooperative Purchase [INTG-24-0170] Lease/Purchase for One [1] New D7 Caterpillar Dozer)*

#### RECITALS

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

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

The Department of Solid Waste is requesting to lease/purchase one (1) new D7 Caterpillar dozer from Caterpillar Financial Services Corporation with an annual payment in the amount of \$201,178.69, for the total sum of \$882,268.00, and to utilize another jurisdiction's contract (#011723-CAT) that was awarded by Sourcewell (formerly National Joint Powers Alliance) to Caterpillar, Inc.

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 economy of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Department of Solid Waste is requesting to lease/purchase one (1) new Caterpillar for a total sum of \$882,268.00, and to utilize another jurisdiction's contract (#011723-CAT) that was awarded by Sourcewell (formerly National Joint Powers Alliance) to Caterpillar, Inc.

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



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form  
and legal sufficiency:

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

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INGT-24-0169) Lease/Purchase for One (1) Articulated Truck for the Solid Waste Department

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Rick F. Curry, CPPO, Director, Purchasing; Dave Mason, P.E., Deputy Director, Solid Waste Department

**RECOMMENDED MOTION:** Move to authorize by Resolution, the Solid Waste Department to lease/purchase one (1) new Caterpillar 735-4 Articulate Truck from Caterpillar Financial Services Corporation of Nashville, TN with an annual payment in the amount of \$169,014.70 for the total sum of \$761,074 and to utilize another jurisdiction's contract (#011723) that was awarded by Sourcewell to Caterpillar Inc.

**REPORT-IN-BRIEF:** The Solid Waste Department is requesting to purchase one (1) Caterpillar 735-4 Articulated Truck to replace vehicles that exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guidelines in 2001. The County's replacement guidelines for vehicles less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. Normally vehicles are auctioned on GovDeal, but in this case the unit is offsetting the purchase with a trade.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. The State of Maryland Department of General Services 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 Sourcewell contract provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$864,953 are available in the department's operating account 535055-21-21020.

**CONCURRENCES:** N/A

**ALTERNATIVES:**

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

**ATTACHMENTS:** Caterpillar

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



November 5, 2024

WASHINGTON COUNTY DSW  
12630 EARTH CARE ROAD  
HAGERSTOWN, MARYLAND 21740  
ATTENTION: DAVE MASON / DONALD MORGAN

RE: Quote 199388-03 REVISED

Mr. Mason,  
Mr. Morgan,

We would like to offer the same terms and conditions as the **Sourcewell Contract #011723-CAT** for the purchase of

**(1) NEW 2024 CATERPILLAR 735 ARTICULATED TRUCK**

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. If there are any questions, please do not hesitate to contact me.

Regards,

*Brent D. Stewart*

Brent D. Stewart  
Key Account Manager - Governmental  
Carter Machinery Co. Inc.  
443-764-7692  
Brent\_stewart@cartermachinery.com

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
735-04A ARTICULATED TRUCK	485-1708
CHASSIS, STANDARD	487-9933
BODY, STANDARD	571-9271
STANDARD CAB	497-9404
TANK, STANDARD FUEL	503-2045
EXHAUST, STANDARD	578-2329
AID, COLD WEATHER STARTING	502-9603
AUTOLUBE ARRANGEMENT	567-7485
LUBRICATION, AUTOMATIC	567-7488
NO SOUND SUPPRESSION	502-7483
TIRES, 750/65R25 YH RT31 E-3	565-2653
PRODUCT LINK, CELLULAR PLE641	481-8888
TAILGATE, SCISSOR	573-7898
LIGHTS, ROOF MOUNTED WORK	480-2054
MIRROR, ELECTRIC HEATED	500-5947
AM/FM RADIO (BLUETOOTH READY)	480-1980
SEAT, DELUXE	485-0331
SEAT BELT, W/ INDICATION	566-5659
WIPER, REAR	480-7003
ANTIFREEZE, -36C (-33F)	381-0092
NO PAYLOAD	485-0336
HEATER, ENGINE COOLANT, 120V	381-0102
PAYLOAD KIT	572-1733
BEACON, LED	363-7685

<b>CATERPILLART LIST PRICE</b>	<b>\$910,314.00</b>
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<b><u>SOURCEWELL DISCOUNT OF 22% OFF OF LIST PRICE</u></b>	<b><u>-200,269.00</u></b>
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<b>SALE PRICE</b>	<b>\$710,045.00</b>
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<b>SIGNAL BEACON LIGHT</b>	<b>INCLUDED</b>
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<b><u>ANSUL FIRE SUPPRESSION</u></b>	<b><u>20,500.00</u></b>
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<b>TOTAL SALE PRICE</b>	<b>\$730,545.00</b>
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<b><u>5 YEAR / 7500 HOUR TM WARRANTY W/TTM</u></b>	<b><u>\$48,529.00</u></b>
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<b>TOTAL SALE PRICE WITH WARRANTY</b>	<b>\$779,074.00</b>
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<b><u>TRADE VALUE FOR CAT D400EII (SN 1036)</u></b>	<b><u>-18,000.00</u></b>
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<b>ADJUSTED SALE PRICE AFTER TRADE</b>	<b>\$761,074.00</b>
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## RESOLUTION NO. RS-2024-

### *(Intergovernmental Cooperative Purchase [INTG-24-0169] Lease/Purchase for One [1] Articulated Truck for the Solid Waste Department)*

#### RECITALS

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

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

The Department of Solid Waste is requesting to lease/purchase one (1) new Caterpillar 735-4 Articulate Truck from Caterpillar Financial Services Corporation with an annual payment in the amount of \$169,014.70, for a total sum of \$761,574, and to utilize another jurisdiction's contract (#011723) that was awarded by Sourcewell to Caterpillar, Inc.

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

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Department of Solid Waste is requesting to lease/purchase one (1) new Caterpillar 735-4 Articulate Truck from Caterpillar Financial Services Corporation for a total sum of \$761,574, and to utilize another jurisdiction's contract (#011723) that was awarded by Sourcewell to Caterpillar, Inc.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form  
and legal sufficiency:

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

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0168) – One (1) Rescue Squad

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Rick F. Curry, CPPO, Director, Purchasing Department; Eric Jacobs, EFO, Operations Manager – Fire/EMS, Division of Emergency Services.

**RECOMMENDATION:** Move to authorize by Resolution, for Fire/EMS, Division of Emergency Services to purchase one (1) Enforcer MWI rescue squad in the amount of \$1,624,684 (if paid in full the total sell price is \$1,396,684) from Atlantic Emergency Solutions of Manassas, VA and to utilize another jurisdiction's contract that was awarded by Houston Galveston Area Council (Contract #FS1223) to Atlantic Emergency Solutions, Inc.

**REPORT-IN-BRIEF:** The acquisition of the rescue squad will allow the Division of Emergency Services to replace an aging rescue squad vehicle in order to respond promptly and effectively when managing emergency incidents within Washington County. This vehicle is considered to be a critical asset in the efforts of the Public Safety's role to protect life and property.

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 part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the vehicles in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with the direct cost savings in the purchase of this rescue squad relative to economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of this vehicle by utilizing the Houston Galveston Area Council (HGAC) contract and eliminating our county's bid process would result in an administrative and cost savings for the Division of Emergency Services and Purchasing Department in preparing specifications.

**DISCUSSION:** The DES has and continues to own and operate 2 specialized rescue squads and has done so since 2007. The DES holds county-wide responsibility for water, high angle, technical rescue as well as hazardous materials responses. Each of these missions are completed using the combined staffing and apparatus resources of DES that are stationed throughout the county on any given day. We are actively in a replacement cycle for the larger DES rescue squad, which is now 22 years old and was



recently out of service for 3 weeks trying to find suspension parts. DES will continue to own any replacement vehicles, or assets that are purchased by DES with BOCC directed funding.

This unit will maintain a primary housing location within the Funkstown Vol. Fire Station and will be cross staffed by the three (3) county career staff that are stationed at the firehouse each day. The anticipated delivery date of the Rescue Squad is 36 to 48 months and placement of the unit within the Funkstown Fire Station will occur once their fire station expansion project is completed. The expansion is designed and intended to house both the County owned rescue squad, and the County owned Hazardous Materials response unit. The cost of the fire station expansion to house these units is being funded by the revenues of the Funkstown Volunteer Fire Company and are exclusive of any dedicated County funding.

**FISCAL IMPACT:** Funds are available in the amount of \$2,488,247 in the Division of Emergency Services Capital Improvement Budget (CIP) budget 30-11430-VEH009. This will include the use of approx. \$1.2M of the remaining radio system upgrade project that still reside in this account. Alternative funding options could include utilizing Capital Reserve Funding.

**CONCURRENCES:** Director, Division of Emergency Services; Chief Financial Officer; County Administrator

**ATTACHMENTS:** Atlantic Emergency Solutions quote dated October 1, 2024



## Proposal for Furnishing Apparatus

Oct 1, 2024

Department: Washington County Maryland

Attn: Eric Jacobs

16232 Elliott Parkway Williamsport Maryland 21795

Upon an order being placed by you, and final acceptance by Pierce Manufacturing the apparatus and equipment herein named will be manufactured for the following prices:

Bid #	Price
1300	
Pierce Enforcer HDR	\$1,626,684.00
[Prepayment Discount]	(\$ 230,000.00)

Total : **\$1,396,684.00**

Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus. Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about <sup>1290-1380</sup> calendar days after receipt of this order and the acceptance thereof by Pierce Manufacturing. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

**Persistent Inflationary Environment:** If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order ("Order Month") and a month 14 months prior to the then predicted Ready For Pickup date ("Evaluation Month"), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the customer's approval before proceeding and provide an option to cancel the order.

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due.

**Cancellation:** In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Atlantic Emergency Solutions may charge a cancellation fee of 30% of the purchase price.

**Terms:** The terms of this proposal will be governed by the laws of the Commonwealth of Virginia. Atlantic Emergency Solutions requires an authorized individual from the above stated Customer sign and date this proposal and have it referenced on any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by Customer. No additional terms or conditions will be binding upon Atlantic Emergency Solutions unless agreed to in writing and executed by a duly authorized officer of Atlantic Emergency Solutions.

This proposal is valid Expires 10/31/2024

Sincerely,  
*Rodney Guessford*

Rodney Guessford/Regional Account Manager

14 E. Sunset Ave.  
Williamsport, MD 21795

X

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION NO. RS-2024-

### *(Intergovernmental Cooperative Purchase [INTG-24-0168] One [1] Enforcer MWI Rescue Squad)*

#### 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 Fire and EMS Division of Emergency Services seeks to purchase one (1) Enforcer MWI Rescue Squad in the amount of \$1,624,684.00 from Atlantic Emergency Solutions, Inc., and to utilize another jurisdiction's contract that was awarded by Houston Galveston Area Council (Contract #FS12-23) to Atlantic Emergency Solutions, Inc.

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 economy 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 Fire and EMS Division of Emergency Services is authorized to purchase one (1) Enforcer MWI Rescue Squad in the amount of \$1,624,684.00 from Atlantic Emergency Solutions, Inc., and to utilize another jurisdiction's contract that was awarded by Houston Galveston Area Council (Contract #FS12-23) to Atlantic Emergency Solutions, Inc.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

---

Dawn L. Marcus, County Clerk

BY: 

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John F. Barr, President

Approved as to form  
and legal sufficiency:

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Zachary J. Kieffer  
County Attorney

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





**CONTRACT PRICING WORKSHEET**  
For MOTOR VEHICLES Only

Contract  
No.:

FS12-23

Date  
Prepared:

10/1/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	Washington County Maryland	Contractor:	Atlantic Emergency Solutions
Contact Person:	Eric Jacobs	Prepared By:	Rodney Guessford
Phone:	240-313-2910	Phone:	240-527-7044
Fax:		Fax:	
Email:	<a href="mailto:ejacobs@washco-md.net">ejacobs@washco-md.net</a>	Email:	<a href="mailto:rguessford@atlanticemergency.com">rguessford@atlanticemergency.com</a>
Product Description	23SS-102 August 2024 Pricing Enforcer NWI-Rescue		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$964,546.00
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**B. Published Options - Itemize below - Attach additional sheet(s) if necessary.**

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Page-3 Options	\$356,789.00		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	\$660,138.00

**C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.**

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractors's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$0.00

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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**D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	1,624,684	=	Subtotal D:	\$1,624,684.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	\$2,000.00
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**F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
Pre-Pay Discount	-\$230,000.00		
		Subtotal F:	-\$230,000.00

Delivery Date:	43-46 Months	G. Total Purchase Price (D+E+F):	\$1,396,684.00
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## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-24-0172) Two (2) Brine Tanks for the Highway Department

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Rick F. Curry, CPPO, Director, Purchasing Department; Zane Rowe, Deputy Director, Highway Department

**RECOMMENDATION:** Move to authorize by Resolution, the Highway Department to purchase two (2) Henderson Brine Tanks for the total sum of \$62,378 from Stephenson Equipment, Inc. of Harrisburg, PA and to utilize another jurisdiction's contract (#080818-HPI) that was awarded by Sourcewell.

**REPORT-IN-BRIEF:** The Highway Department is requesting to purchase two (2) Henderson Brine tanks. The brine salt and water solution will be used for snow removal. Using a brine salt/water solutions has several advantages over traditional methods. Brine melts snow faster than rock salt, it's more effective than rock salt in preventing snow from sticking to surfaces and it's environmentally safe.

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 part to the original contract. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of the vehicle in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of this vehicle because of the economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. Acquisition of the vehicle by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative and cost savings for the Solid Waste Department and Purchasing Department in preparing specifications.

**DISCUSSION:** The Highway Department is requesting to purchase one (1) Henderson (#185615-5) Brine tank in the amount of \$26,489.70, one (1) Henderson (#185508-6) Brine tank in the amount of \$28,735.20, two (2) Power Anti-Ice cables in the amount of \$1,577 each, and freight charge in the amount of Four Thousand (\$4,000) dollars for the total sum of \$62,378.

**FISCAL IMPACT:** Funds in the amount of \$219,494 are budgeted in the department's Capital Improvement Budget (CIP) 31-21010-VEH011.

**CONCURRENCES:** Division Director

**ATTACHMENTS:** Stephenson Equipment, Inc's quote.





# HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET  
PO BOX 40, MANCHESTER, IA 52057-0040  
PHONE: 563-927-2828

## SALES QUOTATION

Page 2  
Quote #185615

Rev #5	PAGE
DATE	PAGE

CUSTOMER:  
CONTACT:  
ADDRESS:

QUOTE ID:  
QUOTE DATE:  
VALID UNTIL:

PHONE:  
FAX:  
EMAIL:

SALESPERSON:  
PHONE:  
CELL:  
FAX:  
EMAIL:

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	<p>Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and / or upfit.</p> <p>Signed: _____ Date: _____</p> <p>The buyer agrees to indemnify, defend and hold Seller and its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from any and all claims, actions, demands, penalties, legal proceedings, judgements, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs, and other expenses (including but not limited to reasonable attorney's fees) relating to, arising out of or resulting from (i) the buyer's, and/or the buyer's customers' use, misuse, or alteration of any Product, including without limitation, any third-party claims for personal injury or property damage resulting from the buyer's and/or the buyer's customers' negligence or willful misconduct; or (ii) the buyer's breach of these Terms of Sale.</p>		

Quote Total: \$29,433.00  
10% Discount: (\$2,943.30)  
Dealer Cost: \$26,489.70  
0% Sales Tax: \$0.00  
Total Dealer Cost: \$26,489.70



# HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET  
PO BOX 40, MANCHESTER, IA 52057-0040  
PHONE: 563-927-2828

## SALES QUOTATION

Page 2

Quote #185508

Rev #6

DATE	PAGE

CUSTOMER:  
CONTACT:  
ADDRESS:

QUOTE ID:  
QUOTE DATE:  
VALID UNTIL:

SALESPERSON:  
PHONE:  
CELL:  
FAX:  
EMAIL:

PHONE:  
FAX:  
EMAIL:

QUANTITY	DESCRIPTION	LIST PRICE EACH	EXT. LIST PRICE
	<p>Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and / or upfit.</p> <p>Signed: _____ Date: _____</p> <p>The buyer agrees to indemnify, defend and hold Seller and its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from any and all claims, actions, demands, penalties, legal proceedings, judgements, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs, and other expenses (including but not limited to reasonable attorney's fees) relating to, arising out of or resulting from (i) the buyer's, and/or the buyer's customers' use, misuse, or alteration of any Product, including without limitation, any third-party claims for personal injury or property damage resulting from the buyer's and/or the buyer's customers' negligence or willful misconduct; or (ii) the buyer's breach of these Terms of Sale.</p>		

Quote Total: \$31,928.00  
10% Discount: (\$3,192.80)  
Dealer Cost: \$28,735.20  
0% Sales Tax: \$0.00  
Total Dealer Cost: \$28,735.20

## RESOLUTION NO. RS-2024-

### *(Intergovernmental Cooperative Purchase [INTG-24-0172] Two [2] Brine Tanks for the Highway Department)*

#### 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 Highway Department is requesting to purchase one (1) Henderson (#185615-5) Brine Tank in the amount of \$26,489.70; one (1) Henderson (#185508-6) Brine Tank in the amount of \$28,735.20; two (2) Power Anti-Ice Cables at a cost of \$1,577 each; and Freight Charge of \$4,000 for a total cost of \$62,378.90 from Stephenson Equipment, Inc. of Harrisburg, Pennsylvania, and to utilize another jurisdiction's contract (#080818-HPI) that was awarded by Sourcewell.

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 Highway Department is authorized to purchase one (1) Henderson (#185615-5) Brine Tank in the amount of \$26,489.70; one (1) Henderson (#185508-6) Brine Tank in the amount of \$28,735.20; two (2) Power Anti-Ice Cables at a cost of \$1,577 each; and Freight Charge of \$4,000 for a total cost of \$62,378.90 from Stephenson Equipment, Inc. of Harrisburg, Pennsylvania, and to utilize another jurisdiction's contract (#080818-HPI) that was awarded by Sourcewell.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form  
and legal sufficiency:

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

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Approval/Signature of updated and re-issued Business Permit for Allegiant Airlines.

**PRESENTATION DATE:** November 19, 2024

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

#### RECOMMENDED MOTION(S):

- Move to authorize the BOCC President, Deputy County Attorney and Airport Director to sign the updated Airport Business Permit document.

**REPORT-IN-BRIEF:** The Allegiant Airlines Business Permit was last issued in August 2023, and it included a schedule of rates and fees for a two-year period that expires on June 30<sup>th</sup>, 2025. Now there is a need to re-issue and update the Business Permit with Allegiant Airlines for the period of July 1, 2025-June 30<sup>th</sup>, 2027. Negotiations with Allegiant have been warm and productive. Representatives of the airline have signed this agreement which reflects an increase in what they pay to the airport on an annual and per flight basis.

**DISCUSSION:** Staff recommends approval. Rates are the result of negotiations with Allegiant at the October 2024 Allegiant Conference and during an additional meeting held in November 2024. Allegiant recognizes our increased costs in providing ground support services for their airline and is willing to pay these increased fees. They are encouraged to see the Airport implement paid parking at the terminal along with the Passenger Facility Charge (PFC) and enhancements to Rental Car Concession fees, Snack Bar sales, and Airport Fire Department revenues. All these financial tools/measures assist with terminal and airline-related costs while also keeping Allegiant's Cost per Enplanement (CPE) competitively low. These agreed-upon rates are also comparable to what is being charged by other similarly situated airports. Allegiant has signed their portion of the document. With BOCC concurrence, signatures by President Barr, Ms. Pascual and Mr. Doran would complete the documents.

#### FISCAL IMPACT:

- Based upon current activity levels, these new rates should generate an estimated \$73,548.02 in additional annual revenue for the airport.

**CONCURRENCES:** Airport Advisory Commission, County Administrator, Chief Financial Officer, Director of Public Works.

**ALTERNATIVES:** Alternative actions would be to keep rates at the same level for Allegiant for two more years or to try to circle back to the airline to negotiate for even higher rates. At this time, neither course of action is recommended by Airport staff or our Air Service Development consultants.

**ATTACHMENTS:** 2025-2027 Allegiant Airlines Business Permit document.

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

## **HAGERSTOWN REGIONAL AIRPORT**

Hagerstown, Maryland

### **BUSINESS PERMIT AGREEMENT**

**OWNER: Board of County Commissioners of Washington County, Maryland**

**RECIPIENT: Allegiant Air, LLC**

**PURPOSE: Commercial Passenger Service**

This Agreement (the "*Agreement*") is made this \_\_\_\_ day of \_\_\_\_ 2024, by and between Allegiant Air, LLC, a Nevada limited liability company, (the "*Airline*") and 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*").

NOW THEREFORE, in consideration of the authorization and issuance of a Business Permit by the County, the owner and operator of the Hagerstown Regional Airport (the "*Airport*") permitting the Airline to operate and do business at the Airport and the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

1. Airline covenants and agrees to the following throughout the original term of the Business Permit, beginning July 1, 2025, and ending June 30, 2026. Should both parties desire to renew this Business Permit at the end of the original term, and should the Airline be in full compliance with all terms and conditions of this Agreement, then approval of such optional one-year renewal for the period of July 1, 2026 – June 30, 2027, shall not be unreasonably withheld by the County.

2. It is understood and agreed that upon the full execution of this Agreement the Business Permit shall be issued by the County and shall be effective through June 30, 2027. Should either the County or the Airline desire to terminate this Agreement prior to June 30, 2027, written notice of said intention shall be mailed by certified mail, return receipt requested, postage prepaid, to the other party at its address as listed in Paragraph 10(b) of this Agreement not less than ninety (90) days before the desired termination date.

3. The Airline acknowledges that it is an independent contractor, and the Airline agrees to fully indemnify and hold harmless the County from all claims whatsoever arising out of its business operations at the Airport for which this Business Permit Agreement relates, except for the willful

negligence or willful misconduct of the County.

4. The Airline hereby agrees to pay a non-refundable Business Permit fee of One Dollar (\$1.00) to the County.

5. Applicant agrees that the Business Permit issued pursuant to this Agreement is only for the operation of the business commercial passenger service as stated above as the "*Purpose*." The Airline agrees that any stated commercial service business operation other than the stated operation is expressly prohibited on Airport premises. The Airline shall operate its business only in the specific areas designated by the County and the Airline agrees that these designated areas may be changed and/or modified from time to time by the County. The Airline also acknowledges and agrees that the Business Permit contemplated herein does not constitute a lease of any property, real or personal, from the County to the Airline. This Business Permit does however permit the Airline exclusive and non-exclusive use of certain areas of the Airport and the Passenger Terminal Building, located on Showalter Road in Hagerstown, Maryland (as is more particularly described on **Exhibit "A"** which is attached hereto and incorporated herein).

6. In the event of non-payment by the Airline of any charges due to the County (as listed on **Exhibit "B"** which is attached hereto and incorporated herein), the County shall notify the Airline of said non-payment by certified mail, return receipt requested, postage prepaid, to the Airline at the address listed in Paragraph 10(b) of this Agreement. The Airline shall have twenty (20) days from the date said notice was received to tender said fee to the County. In the event the Airline does not tender said fee to the County within the said twenty (20) days, the Airline shall be in default of this Agreement.

7. It is understood and agreed by the Airline that it shall fully observe and comply with all laws, ordinances, and rules and regulations of the United States, the State of Maryland, Washington County, Maryland, and all agencies of said federal, State and local governments which may be applicable to Airline's operation or to the operation, management, maintenance or administration of the Airport now in effect or hereafter adopted; and further, the Airline shall provide to the County copies of any and all permits, licenses or other evidences of compliance with all laws and rules and regulations upon request by the County. The Airline, by executing this Agreement, specifically acknowledges the understanding of the applicable Airport Rules and Regulations known as the Airport's Primary Guiding Documents, adopted October 31, 2006, and as may be amended from time to time, and further agrees to observe and fully comply with said Primary Guiding Documents and any changes and/or amendments



thereto made by the County throughout the term of this Agreement. The execution of this Agreement by the Airline shall constitute acknowledgment by the Airline of receipt of a copy of the aforesaid Primary Guiding Documents, adopted October 31, 2006, and as may be amended from time to time. In the event of a violation of this paragraph, the County shall provide written notice of the violation to the Airline at the address contained herein. Failure of the Airline to remedy such violation within ten (10) days of the receipt of notice by the County shall constitute default of this Agreement by the Airline.

8. The Airline shall fully comply with and shall ensure that its employees, agents, suppliers, licensees, guests and invitees, and any other person over whom it has control, comply with all other rules, regulations, policies, and ordinances governing the use of the Airport as are established from time to time. In addition, the Airline shall also ensure that all such persons comply with this Agreement. Airline shall further comply with all security directives issued by the FAA, TSA and/or the Airport Director, or his/her agent, as they may pertain to the Airline's use of the Airport or its operations.

9. The Airline shall park its aircraft, vehicles, and equipment only in the parking areas designated for its use and the use of its employees and agents, and will abide by all applicable standards, regulations and resolutions published or adopted by the County. Failure to comply with this paragraph shall constitute a default of this Agreement by the Airline. A copy of the Aircraft Parking Plan is attached as Exhibit "C."

10. The Airline also submits the following information and verifies its completeness and accuracy:

(a) Legal Business Name: Allegiant Air, LLC

Address: 1201 N. Town Center Drive

City/State/Zip: Las Vegas, NV 89144

C.E.O./President: Gregory Anderson

SVP/CFO: Robert Neal

State of Incorporation: Nevada

(b) Official Notices Shall Be Sent to:

Name: Allegiant Air

Title: Airport Affairs Manager

Address: 1201 N. Town Center Drive

City/State/Zip: Las Vegas, NV 89144

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

11. The Airline covenants and agrees to report to the County all changes of any of the information stated in this Agreement within twenty-four (24) hours of said changes.

12. The Airline shall maintain at its sole cost and expense and obtain, keep, procure, and continuously maintain during the term of this Agreement all insurance, including comprehensive general liability insurance in the minimum amounts required by the County in accordance with Section 2.11 - Insurance, of the Airport's Primary Guiding Documents, as may be amended from time to time, and the County's P-4 Policy which is incorporated herein by reference, covering all business operations, employees, and customers. The Airline further agrees to fully indemnify and hold harmless the County, its officers, elected officials, directors, employees and agents from any and all claims whatsoever arising out of its operation to, from or at the Airport, as authorized by this Agreement, except for the willful negligence or willful misconduct of the County (including the willful negligence or willful misconduct of an Airport employee conducting ground handling activity at the Airport for the benefit of the Airline). The required insurance shall be in a form and with such companies as shall be acceptable to the County, shall provide at least (30) days advance written notice to the County of any cancellation, change or modification. Written proof of insurance in the form of an original Certificate of Insurance shall be submitted by the Airline to the County with the fully executed Agreement. The Airline further agrees that the County shall be named as an additional insured on all Airport related policies and the Certificate of Insurance shall so state.

13. It is understood and agreed that the County has the right at any time to amend the insurance requirements stated in the Airport's Primary Guiding Documents and in the County's P-4 Policy to reflect new minimum insurance standards for the Airline and other similar businesses operating at the Airport after written notice to the Airline and the Airline agrees to adjust its coverage accordingly by the compliance date, which date shall be no less than sixty (60) days after the date such amendment is adopted. The County agrees it will not require the Airline to carry insurance which the County does not

require of similar Airport businesses without cause. Failure of the Airline to be in full compliance with the insurance requirements herein shall constitute default of the Agreement by the Airline.

14. In addition to the Business Permit Fee required herein, the Airline agree to pay to the County such other fees as may be required of another permittee or tenant providing the same service. The fees required to be paid by the Airline to the County are specifically described and provided for in **Exhibit "B"** attached hereto and incorporated herein. The Airline shall pay all said fees and charges on or before the twentieth (20<sup>th</sup>) day of each month for the preceding month's activity.

15. In the event of a default of any term or provision of this Agreement by the Airline, County shall have the right to exercise any one or more of the following remedies: (1) declare all fees owed to the County immediately due and payable; (2) require the Airline to immediately cease all business operations at the Airport; (3) revoke the Airline's Business Permit; (4) require the Airline to immediately vacate the Airport; and/or (5) pursue any other remedy at law or in equity.

16. It is understood and agreed by the Airline that in the event the County uses the services of an attorney or attorneys to enforce the provisions of this Agreement, the Airline shall be liable to the County for all reasonable attorney's fees in addition to any other costs, expenses and damages sustained by the County.

17. It is understood and agreed by the County that in the event the Airline uses the services of an attorney or attorneys to enforce the provisions of this Agreement, the County shall be liable to the Airline for all reasonable attorney's fees in addition to any other costs, expenses and damages sustained by the Airline.

18. This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Maryland.

19. This Agreement shall be binding upon and inure to the parties hereto and their respective successors and assigns.

20. The failure of the County to insist upon the compliance with any term of the Agreement shall not be deemed a waiver of any right to enforce such term or provision.

21. The headings 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.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement, the day and year first above written.

ATTEST/WITNESS:


BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Print Name:

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

ATTEST/WITNESS:

ALLEGiant AIR, LLC

  
\_\_\_\_\_  
Print Name: Susan Kittle

By:  \_\_\_\_\_

Susan Kittle  
Susan.kittle@allegiantair.com

Thayne Klingler  
thayne.klingler@allegiantair.com

Reviewed and Approved by:

\_\_\_\_\_  
Neil R. Doran, Airport Director

Approved as to Legal Sufficiency:

\_\_\_\_\_  
Rosalinda Pascual, Deputy County

Attorney

### **OPERATING PERMIT**

On May 25, 2012, the Board of County Commissioners of Washington County, Maryland initially approved the issuance of an Airport Operating Permit to Allegiant Air, LLC. This permit was updated and reissued on August 29, 2023. Now, subject to the terms and conditions set forth herein, the Airport Operating Permit is hereby updated and reissued to Allegiant Air, LLC as of the date used above within the first introductory paragraph of page one of this attached agreement.

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Neil R. Doran, Airport Director,  
an authorized representative of the Board of County  
Commissioners of Washington County, Maryland

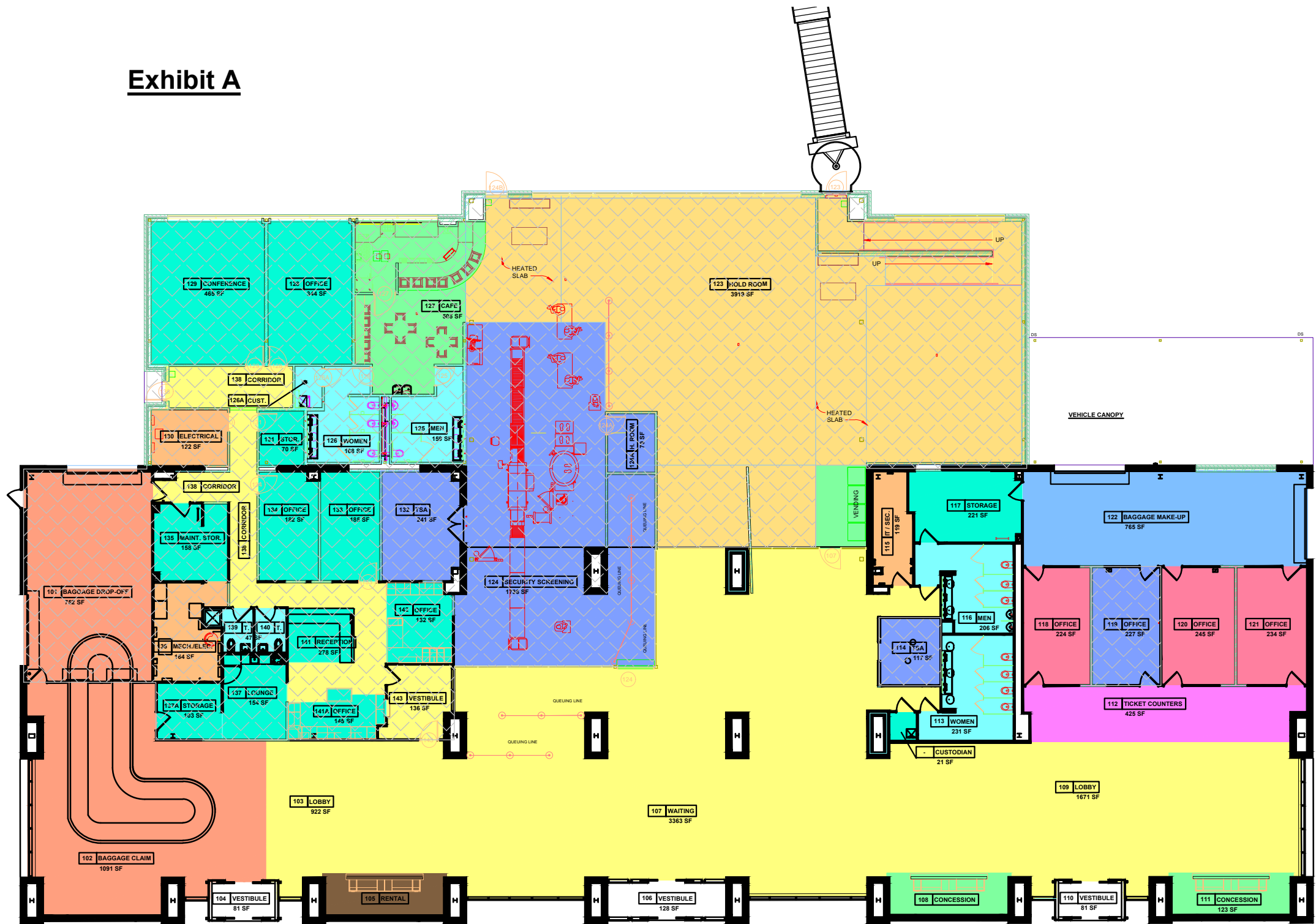
Hagerstown Regional Airport

BUSINESS PERMIT AGREEMENT

LIST OF ATTACHMENTS

1. EXHIBIT A – Approved Passenger Terminal Usage
2. EXHIBIT B – Rents, Fees and Charges
3. EXHIBIT C - Aircraft Parking Plan

Exhibit A



LEGEND

- AIRLINES
- HOLDROOM
- CIRCULATION
- UTILITIES
- CONCESSION
- CAR RENTAL
- RESTROOMS
- TSA
- OFFICES
- TICKETING
- BAGGAGE MAKEUP
- BAGGAGE CLAIM
- SECURE AREA

SCALE: 1" = 20'



DESIGNED: J.M.W.  
DRAWN: J.M.W.  
CHECKED: K.M.F.  
APPROVED: M.S.K.

REVISION No.	REVISION DATE	DESCRIPTION



Washington County, MD  
HAGERSTOWN REGIONAL AIRPORT

PROJECT TITLE: TERMINAL SPACE ALLOCATION DRAWING  
HAGERSTOWN REGIONAL AIRPORT

SHEET TITLE: TERMINAL LAYOUT

SCALE: AS SHOWN

DATE: OCTOBER 2021

FAA AIP No.:

EXHIBIT No.:

EX-01



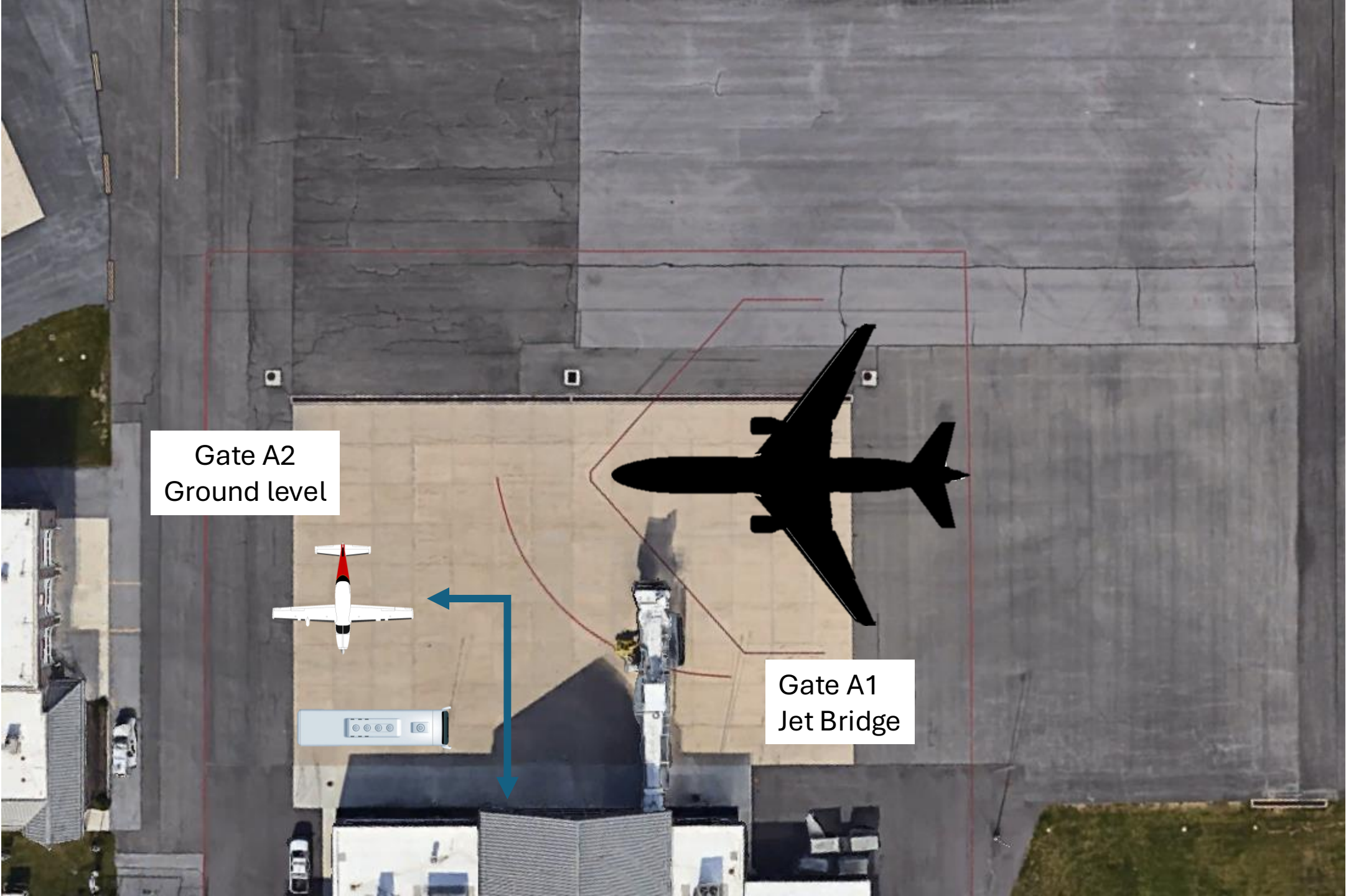
EXHIBIT “B”

HGR RENT, FEES AND CHARGES

<u>ALLEGiant AIRLINES</u>			
CHARGE	Jul 1, 2025 – Jun 30, 2026 Initial Term	Jul 1, 2026 - Jun 30, 2026 Option Year 2	Jul 1, 2026 – June 30, 2027 Future Agreement
Turn Cost (CSA/GOA) (Airline Ground Staffing Fee per occasion^)	\$470.00	\$470.00	TBD
Landing Fee (LF) (per landing)	\$200.00 (No change)	\$200.00 (No change)	TBD
Fuel Flowage Fee (FFF) (@ \$.03/gallon)	\$0.03 per gallon (No change)	\$0.03 per gallon (No change)	TBD
Into-Plane (FUF) (Fueling Uplift Fee per Uplift)	\$175.00	\$175.00	TBD
Terminal Rent (TR) \$8,400.00/year	\$700.00/mo.	\$700.00/mo.	TBD
Remain Overnight Parking Fee (RON)^^	\$450.00/per aircraft per night	\$450.00/per aircraft per night	TBD
<p>^Note: Allegiant shall be charged full rate for any same-day cancellations as airport incurs cost to bring in staff to work flight that is/was thereafter cancelled.</p> <p>^^Only charged on very rare occasions when aircraft park overnight at HGR.</p>			

Gate A2  
Ground level

Gate A1  
Jet Bridge





## Agenda Report Form

### Open Session Item

**SUBJECT:** Approval of Zoning Map Amendment RZ-24-002

**PRESENTATION DATE:** November 19, 2024

**PRESENTATION BY:** Aaron Weiss, Assistant County Attorney, County Attorney's Office

**RECOMMENDED MOTION:** The purpose of this agenda item is to seek approval of the request to rezone the Applicant's property and accompanying Decision for Rezoning Case RZ-24-002.

**REPORT-IN-BRIEF:** The Applicant has requested to amend the current zoning of his property located at 12635 Flying Duck Lane, Clear Spring, Maryland 21722 from Agricultural Rural ("AR") to Agricultural Rural with a Rural Business ("RB") overlay.

**DISCUSSION:** The Planning Commission recommended in favor of the proposed map amendment on September 9, 2024. The public hearing for the proposed rezoning request was held on October 15, 2024. A consensus approval was reached by the Board of County Commissioners on October 15, 2024. This matter is on the agenda for decision by the Board of County Commissioners in the form of proposed Findings of Fact and Conclusions of Law as prepared by the County Attorney's Office for review, approval, and adoption by the Commissioners.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Washington County Planning Commission

**ATTACHMENTS:** Ordinance with attached Decision and Findings of Fact

BEFORE THE  
BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

**DECISION**  
Rezoning Case RZ-24-002

Property Owner:	John and Lisa Halteman
Applicants:	John and Lisa Halteman
Requested Zoning Change:	Agricultural Rural (AR) to Agricultural Rural (AR) with Rural Business (RB) Overlay
Property:	12635 Flying Duck Lane, Clear Spring, Maryland (the "Property")

Pursuant to Md. Code Ann., Land Use § 4-204 and Washington County Zoning Ordinance (the "Zoning Ordinance") § 27.3, the Board of County Commissioners of Washington County, acting upon the Applicants' Request, makes findings of fact with respect to the matters set forth in the Zoning Ordinance. We also consider the recommendation of the Planning Commission which was made in this case, the present and future transportation patterns, the relationship of the proposed reclassification to the Comprehensive Plan, and whether there has been convincing demonstration that the proposed rezoning would be appropriate and logical for the subject property. After considering the recommendation of the Planning Commission and hearing evidence presented by the Applicant at a Public Hearing on October 15, 2024, the Board will grant the requested zoning map amendment and makes the following Decision, which largely adopts the findings of the Staff Report and Planning Commission with additional conditions.

Location:

The subject parcel is located on the north side of National Pike (U.S. 40) between St. Paul Road (MD-57) and Spickler Road, approximately three miles east of Clear Spring. The property subject to this rezoning encompasses 50.28 acres of agricultural land, 6.82 acres of which would be encumbered with the Rural Business (RB) floating zone.

Two existing single-family dwellings and an extensive series of agricultural support buildings make up the entirety of the farm complex which dates to the

1800s. These buildings support both the primary agricultural operation as well as related trades or services which have arisen over time such as a wood planer shop, agricultural equipment rental, produce sales, and woodstove sales.

Along the western boundary of the property is a permitted moderate volume mineral extraction area used for shale mining. Moderate volume mineral operations are areas in which the land area devoted to mineral extraction and mineral processing is between one-five acres. A perennial stream, Meadow Brook, flows through the southwest corner of the property, resulting in a notable area of floodplain and wetlands on that part of the parcel.

## **CRITERIA ANALYSIS**

### **Availability of Public Facilities**

#### **Water and Sewer**

The adopted Water and Sewerage Plan for the County establishes the policies and recommendations for public water and sewer infrastructure to help guide development in a manner that helps promote healthy and adequate service to citizens. By its own decree, the purpose of the Washington County Water and Sewerage Plan is "...to provide for the continued health and well-being of Washington Countians and our downstream neighbors..."<sup>1</sup> This is achieved through implementing recommendations within the County Comprehensive Plan and the Water and Sewerage Plan to provide for services in a timely and efficient manner and by establishing an inventory of existing and programmed services.

#### **A. Water**

The proposed rezoning site is designated as W-7 in the 2009 Water and Sewer Plan with no planned connection to public water. Two existing wells connected to the residential uses on the property are depicted on Washington County Plat 9728 which has been included in as part of the application file. Regarding impacts to existing water and sewer usage from the proposed businesses, the Applicants' justification statement asserts that *"With limited use, the existing well and septic systems are in good condition."*

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<sup>1</sup> Washington County, Maryland Water and Sewerage Plan 2009 Update, Page I-2

## B. Sewer

The proposed rezoning site is designated as S-7 in the 2009 Water and Sewer Plan with no planned connection to public sewer. An approximate location of the existing septic system is depicted on the recorded plat noted above.

## Stormwater Management

As noted in the Applicants' justification statement regarding recent (mostly agriculture related) development permitted on the property *"More recent construction of pole buildings, etc. have gone through the permitting process including stormwater management review."* Stormwater review and mitigation was also done for the moderate volume mineral extraction area on the western boundary on the property. Proposed stormwater management facilities are not shown on the preliminary site plan included with the application.

## Floodplain

The proposed rezoning site contains floodplain and wetland areas in the southwest corner of the property. These areas lie outside of the developed footprint of the property which is proposed inclusion within the Rural Business floating zone. Disturbance of such areas is generally prevented or limited by restrictions contained within the County's Floodplain Management Ordinance. Development review by various regulatory agencies would also likely account for continued protection of the area, should the site see additional construction in the future.

## Bulk Regulations

The Applicants' Justification Statement does not specifically address bulk requirements such as setbacks or lot coverage aside from noting the current existence of parking in connection with the produce stand. The lot does however contain ample acreage to meet zoning setbacks and other bulk requirements, and the boundaries of the developed footprint at the site have been largely established within a centralized location on the parcel over time.

In 2020, a variance to reduce the minimum required side yard setback on the western property boundary from one hundred to twenty-five feet was granted by the Board of Zoning Appeals as a part of special exception AP-2020-015. This same decision also authorized the moderate volume mineral extraction operation in this same area of the parcel.

#### Fire and Emergency Services

The Clear Spring Ambulance Club and Clear Spring Volunteer Fire Company are the nearest emergency services provider to this site, located approximately 2.75 miles west within the Town limits.

#### **Relationship of the Proposed Change to the Adopted Plan for the County:**

The purpose of a Comprehensive Plan is to evaluate the needs of the community and balance different types of growth and development to foster compatibility between different land uses. In general, this is accomplished through the evaluation of existing conditions, projections of future conditions, and creation of a generalized land use plan that provides a blueprint to achieving this compatibility while maintaining the health, safety, and welfare of the general public.

The Rural Business Zoning District (RB) is established to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities, and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County. It is established as a “floating zone” which may be located on any parcel in an Agricultural, Environmental Conservation Preservation, or Rural Village Zoning District. A floating zone is a zoning district that delineates conditions which must be met before that zoning district can be approved for an existing piece of land.

Section 5E.4 of the Rural Business Zoning District describes the criteria that must be met for the establishment of a new Rural Business Zoning District. These criteria include:

1. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;
2. The proposed RB District has safe and usable road access on a road that meets the standards under the “Policy of Determining Adequacy of Existing Roads”. In addition, a traffic study may be required where the proposed business, activity, or facility generates twenty-five or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic;
3. Onsite issues relating to sewage disposal, water supply, stormwater management, floodplains, etc. can be adequately addressed; and
4. The location of an RB District would not be incompatible with existing land uses, cultural or historic resources, or agricultural preservation efforts in the vicinity of the proposed district.

Section 5E.6c further expands upon the above noted criteria in describing the basis for which the Planning Commission should base its recommendation to the Board of County Commissioners after the Public Information Meeting including:

1. The proposed district will accomplish the purpose of the RB District;
2. The proposed site development meets criteria identified in Section 5E.4 of this Article;
3. The roads providing access to the site are appropriate for serving the business-related traffic generated by the proposed RB land use;
4. Adequate sight distance along roads can be provided at proposed points of access;
5. The proposed landscaped areas can provide adequate buffering of the proposed RB land use from existing land uses in the vicinity;
6. The proposed land use is not of a scale, intensity, or character that would be incompatible with adjacent uses or structures.

### **Compatibility with Existing and Proposed Development in the Area**

#### **A. Zoning**

The proposed district will accomplish the purpose of the RB District. Under the current Agricultural Rural (AR) zoning, many of the Applicants’ uses of the



property would be permitted with the approval of a special exception. Within an RB Zoning District, however, they would become principal permitted uses.

The proposed site of the rezoning is located outside of the County's current Urban Growth Area boundary. This status is not proposed to change in the forthcoming Comprehensive Plan Update.

#### B. Land Use in the Vicinity

Nearly all surrounding lands are zoned Agricultural Rural (AR). The properties in the areas between Saint Paul and Spickler Roads are either large agricultural parcels or smaller residential lots. A notable exception being Saint Paul's Reformed Church and Cemetery located on the adjacent parcels to the southwest of the subject site.

There are four other existing RB Zoning Districts in the immediate vicinity providing prior precedent for commercial uses along this stretch of U.S. 40. These adjacent rural businesses include National Pike Convenience Store, Miller's Farmstead, Mt. Tabor Builders, and Myers Building Systems.

#### C. Historic Resources.

As the property is located along the Historic National Road Maryland Scenic Byway (encompassing U.S. 40 from Baltimore to the Pennsylvania state line in Garrett County) there are thirteen historic sites within half of a mile or less of the proposed rezoning that were considered in evaluating its compatibility. The subject site itself contains a historic site, the Halteman Farm. The remaining twelve sites are found mostly along National Pike, along with a few also located on Saint Paul Road. These thirteen sites are described in the Maryland Historic Trust Inventory of State Historic Sites.

### **Present and Future Transportation Patterns**

#### A. Traffic Generation

Traffic counts on County and State roads in the vicinity of the rezoning site provide limited insight on traffic flow or congestion that might be impacted by an

expanded business at this location. The Maryland State Highway Administration (SHA) has also maintained a permanent traffic counter approximately 2.25 miles west of the site, just outside the town boundary of Clear Spring. These counts indicate a clear decline in traffic heading west on U.S. 40 during the last twenty years.

The requirements of the RB District require a traffic study when the proposed business, activity, or facility generates “twenty-five or more peak hour trips or where forty percent of the estimated vehicle trips are anticipated to be commercial truck traffic. The Applicants’ justification statement asserts that “*peak hour trips will not exceed the reference policy document*” from various business operations occurring on the parcel.

#### B. Road and Site Circulation Improvements

The site is located at the end of Flying Duck Lane (a private road) and U.S. 40. The latter road is classified as a minor arterial in the Functional Road Classification portion of the Transportation Element in the County’s 2002 Comprehensive Plan. This classification accounts for mobility and access characteristics of the roadway in its categorization. Minor Arterial roads are designed to carry between 2,000-5,000 Average Daily Traffic in rural areas. The County’s road classification system is based upon the Federal Highway Functional Classification System but modified to reflect local road conditions.

A review of the County’s ten-year Capital Improvement Plan (CIP) and the State Highway Administration’s Consolidated Transportation Plan did not note any road improvements in the vicinity of this proposed rezoning that would affect road capacity or traffic flow. The Highway Plan in the 2002 Comprehensive Plan and HEPMPO’s LRTP also did not indicate any immediate road improvements in the vicinity.

The Applicants’ preliminary site plan does not anticipate any access changes to the property from U.S. 40.

### Conclusion

Based on the information provided by the Applicants in the initial application, further analysis by Staff and the recommendation of the Planning Commission, the Board of County Commissioners believes that there is sufficient evidence submitted to meet the criteria outlined in Article 5E of the Zoning Ordinance to support the application of an Agricultural Rural (A(R) with Rural Business (RB) District floating zone to the subject area. Changes to the use, intensity, or area covered by an approved Rural Business District Overlay shall be reviewed by the Planning Commission and may be required a new public hearing to approve the changes.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY,  
MARYLAND

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Aaron Weiss  
Assistant County Attorney

**ORDINANCE NO. ORD-2024-**

**AN ORDINANCE TO AMEND THE ZONING MAP  
FOR WASHINGTON COUNTY, MARYLAND  
(RZ-24-002)**

Pursuant to the provisions of Section 7A.0 *et seq.* of the Zoning Ordinance for Washington County, Maryland (*Zoning Ordinance*), John and Lisa Halteman, the Applicants, have petitioned the Board of County Commissioners of Washington County, Maryland (*Board*), seeking to apply the Rural Business (RB) floating zone over a 6.82-acre portion of their property located at 12635 Flying Duck Lane, which is currently zoned Agricultural Rural A(R).

The matter has been designated as Case No. RZ-24-002.

This application was reviewed by the Planning Commission, and the Planning Commission recommended that the application be approved.

The Board has considered all information presented at the public hearing conducted on October 15, 2024, and the recommendation of the Planning Commission. The Board has made factual findings and conclusions of law that are set forth in the attached Decision. The findings of fact and conclusions of law are incorporated herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of County Commissioners of Washington County, Maryland, that the property which is the subject of Case No. RZ-24-002 be, and hereby is, designated as Agricultural Rural A(R) with Rural Business (RB) overlay.

IT IS FURTHER ENACTED AND ORDAINED that the official Zoning Map for Washington County be, and hereby is, amended accordingly. The Director of Planning and Zoning shall cause the Zoning Map to be amended pursuant to this Ordinance.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

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

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Aaron Weiss  
Assistant County Attorney

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