



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

BOARD OF COUNTY COMMISSIONERS
June 2, 2020
OPEN SESSION AGENDA

The meeting of the Board of County Commissioners of Washington County will be held at 100 West Washington Street, Suite 1113, Hagerstown. Due to Governor Hogan's Executive Order and gathering restrictions, Board members will be practicing social distancing. County buildings remain closed to public access except by appointment. Therefore, there will be no public attendance in the meeting chambers. The meeting will be live streamed on the County's YouTube and Facebook sites.

- 10:00 AM** **MOMENT OF SILENCE AND PLEDGE ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
- 10:05 AM** **APPROVAL OF MINUTES:** *April 16, 2020 and April 28, 2020*
- 10:10 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:20 AM** **BLACK ROCK AGRICULTURAL LEASE** – *Andrew Eshleman, Director, Public Works; Todd Moser, Real Property Administrator*
- 10:30 AM** **NEXT GENERATION 911 UPDATE** – *Dave Hays, Director, Emergency Services; Bud Gudmundson, GIS Manager; Jennifer Kinzer, Deputy Director, Planning & Zoning*
- 10:40 AM** **WATER AND SEWER STUDY** – *Kirk Downey, Interim County Administrator*
- 10:50 AM** **PARADISE HEIGHTS SECTION "B"** – *Jill Baker, Director, Planning & Zoning*
- 11:00 AM** **PUBLIC HEARING: AGRICULTURAL LAND PRESERVATION DISTRICT APPLICATIONS** - *Chris Boggs, Land Preservation Planner, Planning & Zoning*
- 11:15 AM** **FORT RITCHIE CONTRACT EXTENSION** – *Kirk Downey, County Attorney*
- 11:30 AM** **CLOSED SESSION**
(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals)
- 11:50 AM** **RECONVENE IN OPEN SESSION**
- 11:55 AM** **ADJOURNMENT**



Agenda Report Form

Open Session Item

SUBJECT: Black Rock Agricultural Lease

PRESENTATION DATE: June 2, 2020

PRESENTATION BY: Todd Moser, Real Property Administrator, Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION: Move to approve the request to proceed with the Request for Quotation (RFQ) for the rental of a tract of land adjacent to Black Rock Golf Course and Landis Road and enter into an Agricultural Lease with the highest bidder.

REPORT-IN-BRIEF: The existing five-year lease with the current tenant is set to expire at the end of October 2020.

DISCUSSION: The County has approximately 46.25 +/- acres of tillable land available for agricultural use. The proposed lease is for the term of five years and allows either party to terminate the lease with 60 days written notice. Language regarding proposed future walking trails has been added to the lease that will allow the County to construct trails in the future. If the County terminates the lease, the tenant will have 60 days to harvest crops. If the crops are not deemed ready to harvest, the County will pay the tenant the current local USDA rate for existing crops the tenant was prevented from harvesting.

FISCAL IMPACT: Estimated annual revenue of \$3,500 - \$4,000.

CONCURRENCES: County Attorney's Office

ALTERNATIVES: Negotiate new lease with current tenant.

ATTACHMENTS: Aerial Map, Draft Lease

AUDIO/VISUAL NEEDS: N/A

Black Rock Golf Course Agricultural Fields



ATTACHMENT E

AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE ("Lease") is made as of the _____ day of _____, 2020, between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, 100 W. Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as "Landlord") and _____ a Maryland Limited Liability Company, (hereinafter referred to as "Tenant").

SECTION 1 DEMISE

In consideration of the rents and covenants herein set forth, Landlord does hereby lease to Tenant and Tenant hereby leases and accepts from Landlord for a period of Five (5) year beginning on the 1st day of November 2020, and ending on the 31 day of October, 2025, unless this Lease shall be sooner terminated for any cause, at and for the rental and upon the other terms and conditions hereinafter set forth, the Forty Six point Five Acres (46.5) parcels of land generally considered farm or agricultural land (hereinafter the "Leased Premises") consisting of approximately Forty Six Point Five (46.5) tillable acres shown on Exhibit A situated in Election Districts No. 10 Washington County, Maryland. Said parcel being part of the lands which were conveyed unto the Board of County Commissioners of Washington County, Maryland, by deeds recorded among the Land Records of Washington County, Maryland at Liber 913, folio 032, Liber 1427, folio 883, and Liber 914, Liber 353. The Leased Premises is also shown on Exhibit A attached hereto.

SECTION 2 RENT

Tenant shall pay as annual rent the sum of _____ (*****). Said annual rental payments shall be due and payable on the 1st day of November of each year during the term of this Lease and shall be mailed to the Washington County Department of Public Works, 100 West Washington Street, Suite 2400 Hagerstown, Maryland 21740.

SECTION 3 TERMINATION

If at any time during the term of this Lease, the Landlord desires, at its sole and absolute discretion, to use the Leased Premises or a portion thereof for the expansion of Black Rock Golf Course, construction of walking paths and additional parking as shown on Exhibit B, or for any other use that the Landlord determines is in its best interest, the Landlord may terminate this Lease upon giving sixty (60) days written notice to the Tenant. However, if at the time Landlord desires to terminate this Lease the Tenant has crops growing on the Leased Premises, Landlord

shall, at the Landlord's option, either permit the Tenant to harvest the crops prior to the effective date of termination, or reimburse the Tenant the current local USDA rate for any existing crops on the Leased Premises which the Tenant was prevented from harvesting by reason of the termination.

The Tenant may terminate this Lease at any time upon giving sixty (60) days written notice to the Landlord.

Following the termination of this Lease and any compensation for existing crops as described in this section, neither party shall have any further obligations under the terms and conditions of this Lease.

SECTION 4 DUTIES OF TENANT

In addition to the covenants contained in other sections of this Lease, Tenant further agrees as follows:

- (a) The Leased Premises shall be used only for agricultural purposes.
- (b) Tenant shall farm, cultivate, fertilize and manage the Leased Premises in a good and workmanlike manner, according to the most approved and accepted methods and to keep the Leased Premises in good condition and not allow the land to be impoverished and to have the land arable at all times. Landlord reserves the right to approve the specific crop to be planted by the Tenant on the Leased Premises.
- (c) Tenant is responsible for the sole cost of any additional utilities that are required for their agricultural activity to include electric, plumbing and water costs.
- (d) Tenant shall maintain in good repair all fences, gates and roads which may be located upon the Leased Premises. In the event that Tenant desires to construct fences, such fences shall be completed at the sole cost and expense of the Tenant and the Tenant must receive written approval of the Landlord prior to the start of construction.
- (e) Tenant shall keep the Leased Premises neat and orderly.
- (f) Tenant shall maintain the Leased Premises in accordance with conservation practices recognized as acceptable by the Washington County Soil Conservation District.
- (g) Tenant shall follow other recognized practices to control soil erosion.

- (h) Tenant shall keep trim the weeds and grasses on the Leased Premises and along the roads adjoining the Leased Premises and comply with the weed ordinance of Washington County, as may be amended from time to time, by routinely mowing and taking any other action necessary to comply with said ordinance, at no cost to Washington County.
- (i) Tenant may cultivate any fields suitable for cultivation and shall not cut nor remove any sod from the Leased Premises. Tenant shall not cut any trees or timber on the Leased Premises nor excavate the Leased Premises nor remove any minerals from the ground.
- (j) Tenant shall not burn corn stalks, straw, or other crop residues grown on the farm, except by prior written approval of Landlord, but shall leave or spread all such material upon the land.
- (k) Tenant shall not break up established ditches, or undertake any other operation that will injure the Leased Premises.
- (l) No hunting is allowed on the Leased Premises.
- (m) Tenant shall return the Leased Premises to the Landlord at the end of this Lease in as good a condition as when received.

SECTION 5 NO ASSIGNMENT OR SUBLETTING

Tenant shall not assign this Lease in whole or in part nor permit assignment thereof by operation of law, equity, or otherwise, nor sublet the whole or any part of the Leased Premises without the prior written approval of the Landlord.

SECTION 6 CONDEMNATION

If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof. All compensation awarded for such taking shall belong to and be the property of the Landlord. A proportionate part of the rent shall be abated from and after the day of taking.

SECTION 7 INDEMNIFICATION

Except to the extent specifically limited by law, Tenant shall indemnify and save harmless Landlord and its contractors and subcontractors and its or their present and future controlling persons, commissioners, officers, elected officials, agents, and employees from and against any and all claims, actions, damages, liability and/or expense in connection with loss of life, personal injury and/or damage to property arising from or out of the condition of the Leased Premises or because of the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant or Tenant's family or any of their agents, employees, invitees, or contractors or any other person on the Leased Premises during the term of this Lease.

Landlord shall not be liable for any loss or damage to any person or persons or to any property at any time located on the Leased Premises, whether due to theft or suffered by reason of fire, water, rain, snow, hail, lightening, vermin, any animals on the Leased Premises, or any other cause.

SECTION 8 EFFECT ON INSURANCE

Tenant shall not do or suffer to be done or keep or suffer to be kept anything in, upon, or about the Leased Premises which may contravene the terms of any hazard or liability insurance policies Landlord may have or may obtain during the term of this Lease or any extension thereof, or which will prevent Landlord from procuring insurance in companies acceptable to Landlord at standard rates.

SECTION 9 NO ENCUMBRANCES

Tenant shall not execute any chattel mortgage or other security agreement or encumbrance that would attach to the leasehold estate, the Leased Premises, or any crops thereon or permit any chattel mortgage or other security agreement or encumbrance to attach thereto.

SECTION 10 LANDLORD'S REMEDIES ON DEFAULT BY TENANT

- A. Tenant agrees that in the event he should be in default under any of the terms, provisions, covenants or conditions of this Lease, or have otherwise breached this Lease that:
 - (i) Landlord shall, in addition to every remedy now or hereafter available at law or in equity, have all of the rights and remedies set forth in this Lease, which shall be deemed cumulative and not exclusive of those available at law or in equity.

- (ii) Landlord may, at its sole and absolute discretion, after having given Tenant ten (10) days written notice, terminate this Lease and have the right to immediate possession of the Leased Premises. No such recovery of possession of the Leased Premises shall deprive Landlord of any other action against Tenant for possession, rent and/or damages. If Tenant abandons the Leased Premises and cannot with reasonable diligence be located within ten (10) days after abandonment of the Leased Premises, Landlord may, at its sole and absolute discretion, terminate this Lease and have the right to immediate possession of the Leased Premises without notice to the Tenant, or by such substituted notice as the law shall provide or allow.
- (iii) Landlord may, at its sole and absolute discretion and option, after having given Tenant ten (10) days written notice, terminate this Lease, or, without terminating this Lease, relet the Leased Premises or any part of the Leased Premises, upon such terms and conditions, and at such rental as the Landlord may deem advisable. The term of such reletting may be for a term beyond the term of the Lease. If the Landlord chooses to relet the Leased Premises, Tenant shall be immediately liable for any and all expenses of reletting.
- (iv) Landlord shall have the right to own or possess at Landlord's option all crops, both harvested and unharvested; the right to remove all property and persons from the Leased Premises; and the right to store in a public warehouse at Tenant's expense all property so removed.
- (v) Landlord shall also have the right, at Tenant's sole expense, to restore and/or put the Leased Premises or any part of the Leased Premises in good condition and repair.

B. Each of the following shall be deemed default by Tenant under this Lease:

- (i) If the rent, in whole or in part, shall be in arrears and unpaid for the period of ten (10) days;
- (ii) If Tenant shall fail to comply with any of the terms, provisions, covenants, or conditions of this Lease and such default shall continue for the period of ten (10) days after written notice to Tenant;
- (iii) If there is filed by or against Tenant a petition in bankruptcy or insolvency proceedings or a petition, answer, or other pleading seeking reorganization, arrangement, composition, readjustment, liquidation,

dissolution or other similar relief under the federal bankruptcy laws or under any state insolvency law;

- (iv) In the event Tenant makes an assignment or arrangement or executes a deed of trust for the benefit of creditors; or
- (v) If Tenant becomes insolvent or is unable to pay debts as they mature.

SECTION 11 ENTRY BY LANDLORD

If Tenant does not perform any covenant or obligation required of Tenant by this Lease or by law, Landlord shall have the right to perform such covenant or obligation and to enter the Leased Premises for such purposes, after having given Tenant ten (10) days' notice; except that no notice shall be required in the event of an emergency. The cost thereof to Landlord shall be deemed to be additional rent payable by Tenant and shall bear interest at the rate of one and one-half percent (1.5%) per annum from the date the costs are incurred.

Landlord shall have the right to inspect the Leased Premises at any reasonable time during the term of this Lease or any extension thereof but shall not have any duty to inspect or repair same for any purpose whatsoever, except as is specifically set forth herein.

SECTION 12 WAIVERS

Waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or any of subsequent breach of the same covenant or duty.

SECTION 13 NOTICES

All notices required under this Lease shall be in writing and shall be considered proper, adequate and effective if and when mailed by United States mail, certified mail, return receipt requested, postage prepaid, as follows:

If to Landlord:	Todd Moser Real Property Administrator, Washington County 80 W Baltimore Street Hagerstown, MD 21742
-----------------	---

If to Tenant:

or such other address as the parties above shall have furnished to the other in writing.

DRAFT

SECTION 14 COMPLETE AGREEMENT

This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, representations, or warranties not written herein, and this Lease cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in this Lease.

SECTION 15 BINDING EFFECT

This Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, successors, and permitted assigns, provided that no rights shall inure to any successor or assign of Tenant unless specifically approved in writing by Landlord. If Tenant shall consist of more than one person or entity, they shall be bound jointly and severally for performance of the obligations of Tenant hereunder.

SECTION 16 APPLICABLE LAW

This Lease shall be governed, construed and controlled by the laws of the State of Maryland.

SECTION 17 EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this Lease will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 18 MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION 19
CAPTIONS**

The captions appearing in the Lease are inserted only as a matter of convenience and do not limit, construe, or describe the scope or intent of the Sections of this Lease nor in any way affect this Lease.

**SECTION 20
TIME IS OF THE ESSENCE**

Time is of the essence of each and every obligation of the Tenant.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

ATTEST:

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

Krista Hart, Clerk

BY: _____(SEAL)
Jeffery A. Cline, President

WITNESS/ATTEST:

TENANT

BY: _____(SEAL)

Recommended for approval by the County:

Todd Moser, Real Property Administrator
Division of Engineering

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

BY: _____
B. Andrew Bright
Assistant County Attorney

DRAFT



Agenda Report Form

Open Session Item

SUBJECT: Next Generation 911 Update

PRESENTATION DATE: June 2, 2020

PRESENTATION BY: David Hays, Emergency Services Director; Bud Gudmundson, GIS Manager; Jennifer Kinzer, Planning and Zoning Deputy Director.

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: The Next Generation 911 Workgroup continues in the program to correct address errors and sound-a-like road names throughout the county, in preparation for implementation of the Next Generation 911 technology. Extensive work was done in the Hancock Fire District, including the municipality of Hancock, to identify these errors. Public meetings were held to inform and answer questions by residents and property owners. The appeal to the Hancock Mayor and Council to cooperate and allow changes to addresses and road names inside the town was denied. Although disappointing, the Workgroup will continue with changes in the unincorporated areas and move on to other areas of the county next. This is a briefing to keep the Commissioners informed.

DISCUSSION: The unincorporated area of the Hancock fire district has 23 address error corrections and 3 private lane namings for a total of 33 address changes.

Inside the town limits of Hancock, we identified 19 address errors. Certified letters were sent to the property owners. 13 of the letters were acknowledged, and of those, 5 accepted the change, and 4 refused to give their approval. There were 5 streets we recommended for name changes, affecting 55 addresses. The Town Council denied our request for change. One apartment complex with 48 address changes was accepted by the owner, but implementation was suspended due to the Council's position.

The Workgroup brings this matter to the attention of the Commissioners, as the lack of cooperation by this municipality is of great concern, especially as it relates to the prospect of the other municipalities and whether they will support and cooperate with this important public safety measure.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: None



Agenda Report Form

Open Session Item

SUBJECT: Water and Sewer Study

PRESENTATION DATE: June 2, 2020

PRESENTATION BY: Kirk C. Downey, Interim County Administrator

RECOMMENDATION: N/A

REPORT-IN-BRIEF: Discussion regarding a study of water and sewer services.

DISCUSSION: The Board expressed a desire to conduct a study regarding the provision of water and sewer services. The study would make recommendations regarding the provision of water and sewer services, rates, budgeting, other matters, as may be determined as a result of the study.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Environmental Management Advisory Council Bylaws

AUDIO/VISUAL NEEDS: None



WASHINGTON COUNTY ENVIRONMENTAL MANAGEMENT ADVISORY COMMITTEE

BY-LAWS

(in accordance with Policy PR-22, Boards and Commissions)

Article I

Name and Principal Office

The name of the Committee is the Washington County Environmental Management Advisory Committee (Committee). The principal office of the Committee is located at the Division of Environmental Management, 16232 Elliott Parkway, Williamsport, Maryland.

Article II

Priorities

The Committee shall:

A. Provide the Board of County Commissioners (Commissioners) and County staff with advice and suggestions in regard to:

1. Policies and procedures of the Division of Environmental Management;
2. Information concerning new regulatory proposals;
3. Information concerning current County Water and Sewer Service Policies;
4. Information concerning the County Resource Element of the Comprehensive plan;
5. Information concerning all local solid waste issues;
6. Evaluating the Solid Waste Plan and its effectiveness and recommending modifications; and,
7. Information concerning the biennial update of the Solid Waste Management and Recycling Plans.

Article III

Membership

A. **Composition.** The Committee shall consist of no less than seven (7) and no more than nine (9) voting members who shall be appointed by the Commissioners. In addition to the voting members, the Commissioners may appoint others to serve as non-voting, ex officio members of the Committee for various terms of office and for various differing purposes.

B. **Terms.** The original term of two (2) members shall be for one (1) year; the original term of two (2) members shall be for two (2) years; and the original term of one (1) member shall be for three (3) years. Any members in excess of five (5) shall serve an initial term of two (2) years. Subsequent terms of all members shall be for three (3) years. Members of the Committee shall be eligible for reappointment for one (1) consecutive term only and following the second consecutive three (3) year term, shall be eligible for reappointment only following an intervening three (3) year period.

C. Termination of Membership and Vacancies

1. Membership on the Committee may be terminated by voluntary withdrawal or by removal by the Commissioners. Any member may withdraw from membership by giving written notice to the Committee chair of such intention.

2. The Committee may recommend to the Commissioners that the membership of an individual member be terminated based on one or more of the following criteria:

- a. Inadequate attendance including excused and unexcused absences;
- b. Breach of confidentiality;
- c. Action/behavior that is inappropriate or inconsistent with County policy.

3. The Commissioners shall have the authority to remove any member of the Committee at any time when, in its sole and absolute discretion, the best interest of the community shall be served.

4. Vacancies in the Committee for any reason shall be filled for the unexpired term by the Commissioners.

**Article IV
Officers**

A. **Elected Officers.** The members of the Committee shall elect from their members, a chair, a vice-chair, and a secretary, who may or may not be a member of the Committee. One member may not hold more than one office. The officers shall have the duties and powers usually attendant upon such officers, and such other duties and powers not consistent herewith as may be provided by the Committee.

B. **Chair.** The chair shall:

- 1. Preside as the chief officer of the Committee and shall be present at all meetings of the Committee;
- 2. Serve as a non-voting ex-officio member of all sub-committees and appoint the chair of each sub-committee from among the members;
- 3. Ensure that proper records are maintained;
- 4. Communicate to the Committee such matters and make such suggestions as may in the chair's opinion tend to promote the achievement of the goals outlined in these by-laws; and,
- 5. Perform such other duties as are necessarily incidental to the office.

C. **Vice-Chair.** The vice-chair shall perform all duties of the chair during his or her absence.

D. **Secretary.** The secretary shall maintain minutes of the meetings and when necessary provide notice of meetings to members of the Committee. The secretary shall keep record of the proceedings of each meeting, which shall include the vote of each member on each question, or if absent or failing to vote, indicating such fact; the names and addresses of all witnesses; a summary of facts on which the decision is based; the decision rendered; and other official actions of the Committee.

E. **Officer Removal, Resignation, and Vacancies.**

1. The Committee may recommend to the Commissioners that a member serving as an officer be removed from his or her officer position based on one or more of the following criteria:

- a. Inadequate attendance including excused and unexcused absences;
- b. Breach of confidentiality; and,
- c. Action/behavior that in the opinion of the Committee is inappropriate or inconsistent with County policy.

2. The Commissioners shall have the authority to remove any member from an officer position of the Committee at any time when, in its sole and absolute discretion, the best interest of the community shall be served.

3. In the event of an officer vacancy that is caused by removal, resignation, or any other reason, the Committee shall elect a member to fill the vacancy. The election shall take place at the next regularly scheduled meeting following the effective date of the vacancy. A member elected to fill the vacancy shall serve out the remainder of the officer's term left vacant. The partial term shall not be applied to the term limits.

**Article V
Meetings**

A. **Meetings.** Meetings shall be subject to the Open Meetings Act and members of the public shall be permitted to attend all meetings except as provided by law. General parliamentary rules, as set forth in Robert's Rules of Order, as amended from time to time, shall govern, when not in conflict with these by-laws.

1. **Regular Meetings.** Regular meeting shall be held quarterly or more frequently as needed.

2. **Annual Meeting.** There shall be an annual meeting of the Committee each year, unless otherwise ordered by the Committee, for the election of officers, receiving reports, and the transaction of other business. Notice of such meetings issued by the Secretary, shall be mailed to the last recorded address of each member of the Committee at least one (1) week before the time appointed for the meeting.

3. **Special Meetings.** Special Meetings of the Committee may be called at any time by the Chair, or in the Chair's absence, by the Vice-Chair, on the written request of two (2) members of the Committee, the request of the Commissioners, or upon the request of the Washington County Health Officer. One (1) weeks' notice of any Special Meeting must be given to the members of the Committee and the notice must state the reason for the Special Meeting.

B. **Attendance.** All members shall be required to attend the regularly scheduled Committee meetings. Failure to attend these meetings may be at the discretion of the Committee and result in the following:

1. A third missed meeting in any fiscal year may result in a letter to the member from the chair regarding the attendance policy.

2. Disassociation from the Committee as a voting member may occur after the third unexcused absence of regularly scheduled meetings in any fiscal year.

C. **Quorum.** For the purpose of conducting regular business, at least three (3) active members of the Committee, when present at any meeting, shall constitute a quorum except that officials positions of the Committee may only be established, modified, or rescinded by a majority of the entire membership of the Committee.

D. **Sub-committees.** Other standing or special sub-committees of the Committee may be formed by the Committee as deemed necessary.

Article VI Fiscal Year and Budget

A. **Fiscal Year.** The fiscal year of the Committee shall begin on the 1st day of July and end on the last day of June.

B. **Budget.** No budget will be provided to the Committee unless deemed necessary by the Commissioners.

Article VII Amendments to By-laws


These by-laws may be amended, repealed, modified, or altered, in whole or in part, by the Commissioners, in their sole and absolute discretion. If such an amendment or change is proposed by the Board, such proposal must be submitted in writing and approved at a meeting of the Board. The proposal to amend these by-laws and the text of the proposed amendment must be included in the notice of the next meeting of the Board. At that time, the Board shall vote on the proposed amendment. Such proposed amendments shall be recommended to the Commissioners only if the proposal receives a quorum vote of the Board.

Approved and adopted this 15th day of October 2019.

ATTEST:



Krista L. Hart, *County Clerk*



Jeffrey A. Cline, *President*
Board of County Commissioners of
Washington County, Maryland



Agenda Report Form

Open Session Item

SUBJECT: Paradise Heights Section B – Request to Pay Adequate Public Facilities Ordinance Alternate Mitigation Contribution in Two Installments

PRESENTATION DATE: June 2, 2020

PRESENTATION BY: Jill Baker, Director, Department of Planning and Zoning

RECOMMENDED MOTION: Move to approve/disapprove the request to allow the developer of Paradise Heights Section B to pay the Alternate Mitigation Contribution in two equal payments with one-half being due prior to subdivision plat approval and the other half at the completion of the new road.

REPORT-IN-BRIEF: The Adequate Public Facilities Ordinance (APFO) requires that all new residential development be served by public schools that are currently adequate as defined in Article V of the Ordinance. If the development is in a school district that currently exceeds the maximum allowable capacity or will exceed the maximum allowable capacity with the addition of seats from the new development, then final plan approval may not be granted by the Planning Commission until such time the district becomes adequate.

To allow development to continue but still mitigate for impacts on school infrastructure the Board of County Commissioners adopted a process called the Alternate Mitigation Contribution (AMC). Providing that the capacity of the school district, including seats needed for the new development, does not exceed 120% of the State Rated Capacity of the school then a developer may voluntarily choose to use this method to move their development forward.

DISCUSSION: The developer of Paradise Heights Section B is proposing to subdivide 22 new single-family lots along Pulaski Drive north and east of the existing Paradise Heights Section A subdivision. As part of an on-going feasibility study the developer is requesting that the County allow for one-half of the AMC to be paid at the time of final plat approval and to defer the 2nd half of the payment until the road serving the new lots is completed. Completion of the new road is estimated by the developer to be completed around August 2021.

This subdivision is located in the Maugansville Elementary, Northern Middle, and North High school districts. Presently, both the Middle and High school districts are below the Local Rated Capacity and therefore adequate, however Maugansville Elementary is over capacity by approximately 152 students.

Currently, the AMC for single family development equals \$3,345.30 per unit. This figure fluctuates depending upon variables such as average construction cost of a school seat and the average pupil generation rates. To illustrate the example of if this development were ready to be approved today the total AMC payment would be \$75,596.60 (therefore half would be \$37,798.30).

FISCAL IMPACT: Revenue from the AMC is used to fund new school construction costs.

CONCURRENCES: N/A

ATTACHMENTS: Letter from Developer of Paradise Heights Section B



Agenda Report Form

Open Session

SUBJECT: PUBLIC HEARING - Agricultural Land Preservation District Applications

PRESENTATION DATE: June 2, 2020 @ 11:00 a.m.

PRESENTATION BY: Chris Boggs, Land Preservation Planner, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve the 10-year Agricultural Land Preservation Districts for the following sixteen (16) property owners: Blue Mountain Farm, LLC, Eklund Family, LLC, Walnut Hill Farm, LLC, Harbaugh, Bragunier, Winders, KB Farm Properties, LLC, Bowers, Golden, Grimm/O'Neal, Hege, Hess, Byron/Stark, Baker, Kessler, and Wolfinger (see attachments for complete owner and location information); and 5-year renewals for the following four (4) property owners: Martz, Morgan, Green, and Fulton.

REPORT-IN-BRIEF: Establishing an Agricultural Land Preservation District demonstrates each landowner's commitment to use the property for only agricultural purposes through a recorded district agreement for a minimum of ten years. Landowners may elect to terminate or continue the district after 10 years (or after 5 years, per ORD-2018-20). District establishment is also the first step towards eligibility to sell a permanent agricultural preservation easement. Basic information for each applicant can be found on the attached list. Each application has met the criteria of being a minimum of 50 acres in size (or a minimum of 20 acres if contiguous to another district or permanent easement), 50% Class 1, 2 or 3 soils (unless an extraordinary use) and outside areas programmed for public water and sewer.

DISCUSSION: In exchange for the landowners' commitment to use their property for agricultural purposes only, they will receive County property tax credits on their agricultural land or buildings and a credit of up to \$711 on their farmhouse. The District/Credit program was adopted at the County level in 1991 and was updated in 2018 by ORD-2018-20 and ORD-2018-21. These Ordinances were adopted to bring the program up to date after the State – which previously administered districts – released the districts to the County. The purpose of the public hearing is to take public comment from interested parties.

FISCAL IMPACT: The cost of tax credits for these properties for the full ten-year period is approximately \$12/acre/year for a total of about \$29,784 per year. This will be in the form of property taxes not collected. A total of 2,482.011 acres will be included in the 20 districts.

CONCURRENCES: The Agricultural Land Preservation Advisory Board approved all of the Districts because they meet program criteria for size, soils, and assessment. The Planning Commission/Planning Staff have determined the properties are consistent with Comprehensive Plan requirements due to their locations outside of County-designated growth areas and planned water and sewer service areas.

ALTERNATIVES: Deny any of the pending 10-year Districts.

ATTACHMENTS: 2020 Applicant list; Map of Ag District applicants; Aerials Each Property.

AUDIO/VISUAL NEEDS: PDF map with district locations.

Agricultural Land Preservation District Applicant List

Martz, Robert E. & Michael D. Martz (AD-11-004), tax map 59, parcels 3, 5, 6, & 132, 123.281 acres, 21315 Mt. Aetna Road & 10420/10334 Mapleville Rd., Hagerstown, MD 21742

Blue Mountain Farm, LLC (AD-19-006), tax map 27, parcel 56, 257.01 acres, Welty Church Road, Smithsburg, MD 21783

Eklund Family, LLC (AD-19-007), tax map 12, parcel 19, 136.3 acres, 21167 Millers Church Road, Hagerstown, MD 21742

Walnut Hill Farm, LLC (AD-19-018), tax map 62, parcels 148 & 253, 114.75 acres, Lappans Road & 8423 Routzahn Road, Boonsboro, MD 21713

Harbaugh, Robert H., Jr. & Doris L. Harbaugh, L/E (AD-20-003), tax map 81, parcel 143, 47.865 acres, 19917 Millbrook Road, Keedysville, MD 21756

Bragunier, Donald L. & Charlene M. (AD-20-005), tax map 34, parcel 66, 88.9 acres, National Pike, Clear Spring 21722

Winders, Billie E. & Carol J. Winders, L/E (AD-20-008), tax map 39, parcel 62, 114.0 acres, 12551 Itnyre Road, Smithsburg, MD 21783

KB Farm Properties, LLC (AD-20-009), tax map 39, parcel 443, 1216.424 acres, 12633 Unger Road, Smithsburg, MD 21783

Bowers, Phillip L. (AD-20-010), tax map 61, parcel 15, 69.674 acres, 16601 Bowers Farm Road, Williamsport, MD 21795

Golden, Melinda B. (AD-20-012A) tax map 4, parcels 36, 41, & 49, 239.04 acres, 14361/14637 Tollgate Ridge, Hancock, MD 21750

Golden, Melinda B. (AD-20-012B) tax map 4, parcels 4 & 91, 132.56 acres, 14801 Tollgate Ridge, Hancock, MD 21750

Golden, Melinda B. (AD-20-012C) tax map 4, parcels 5 & 44, 109.75 acres, 14903 Tollgate Ridge, Hancock, MD 21750

Grimm, Bobbie E., Jr. & L. Maxine O'Neal (AD-20-015), tax map 51, parcel 32, 22.8 acres, 21216 Jefferson Blvd., Smithsburg, MD 21783

Grimm, Bobbie E., Jr. & L. Maxine O'Neal (AD-20-016), tax map 64, parcel 30, 118.18 acres, 21003 National Pike, Boonsboro, MD 21713

Hege, Philip R. & Rachel J. (AD-20-017), tax map 11, parcel 52, 63.867 acres, 19330 Reidtown Road, Hagerstown, MD 21742

Hess, M. Jane (AD-20-018), tax map 27, parcel 92, 125.22 acres, 14119 Misty Meadow Road, Smithsburg, MD 21783

Byron, Katherine D. & Timothy R. Stark (AD-20-020), tax map 61, parcels 265 & 269, 16735 Hawks Landing Lane, Williamsport, MD 21795

Baker, David L. & Barbara S. (AD-20-021), tax map 67, parcel 147, 127.2 acres, 18701 Manor Church Road, Boonsboro, MD 21713

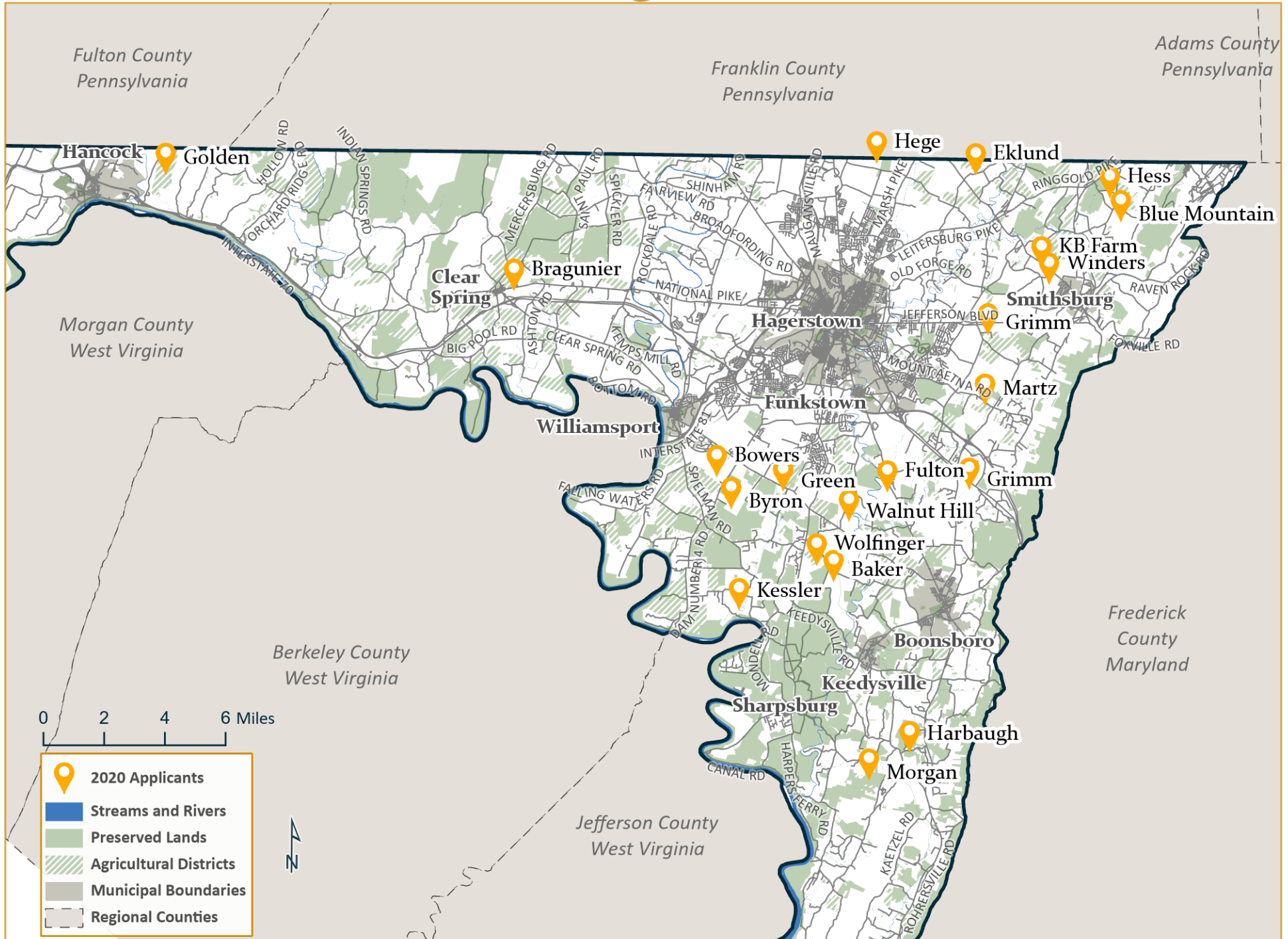
Kessler, Mark & Angela D. (AD-20-022), tax map 71, parcel 193, 40.31 acres, 16920 Taylors Landing Road, Sharpsburg, MD 21782

Wolfinger, Russell L. (AD-20-023), tax map 67, parcel 72, 89.0 acres, 16920 Taylors Landing Road, Sharpsburg, MD 21782

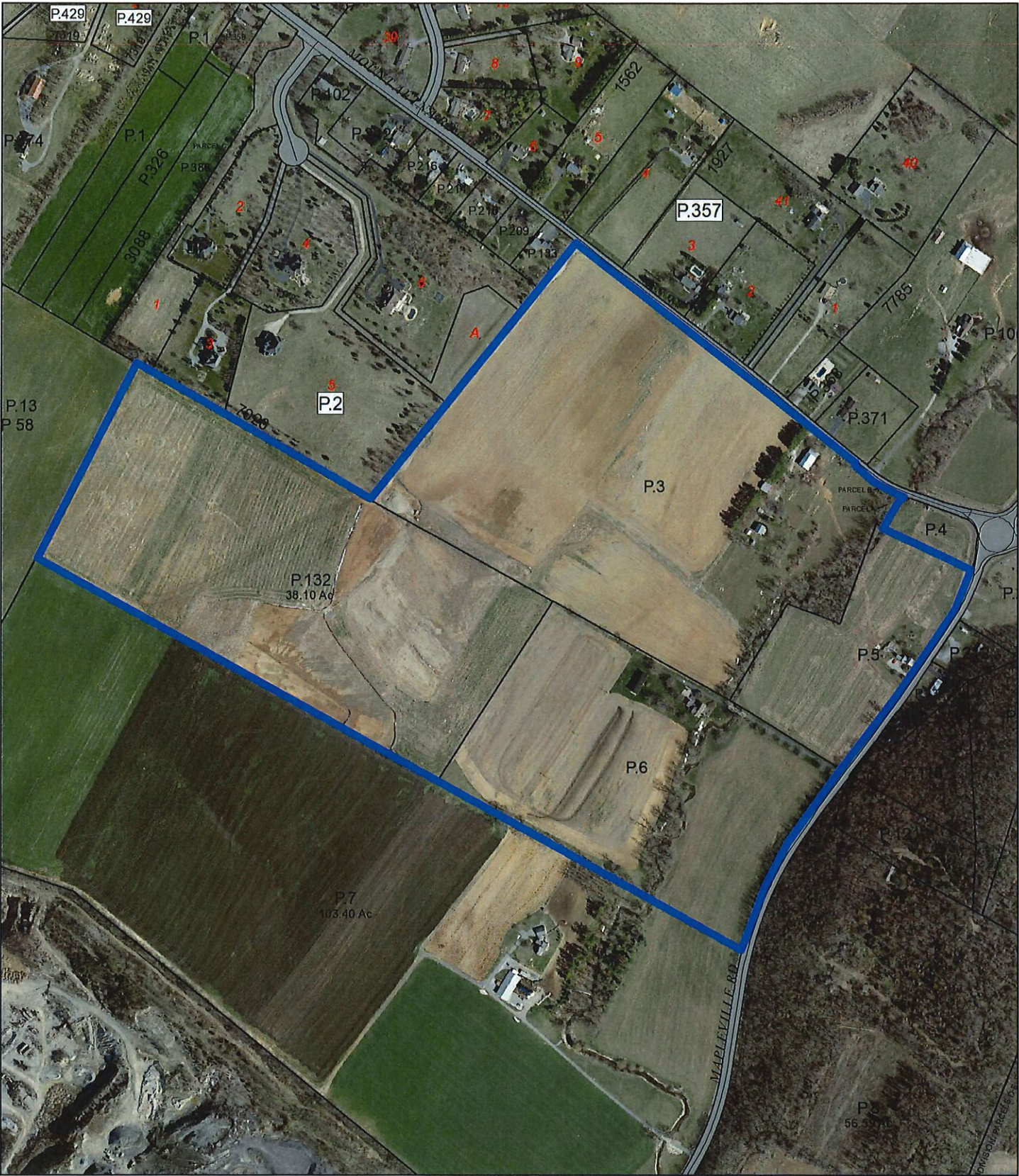
Morgan, Bonnard J., Trustee (AD-91-037), tax maps 80 & 81, parcels 42, 251, 327, 342, 343, 350, 355, 419, & 511, 192.745 acres, Chestnut Grove Road, Keedysville, MD 21756

Green, Dale A. (AD-91-048B), tax map 62, parcels 233 & 255, 25.45 acres, 17725 Lappans Road, Fairplay, MD 21733

Fulton, Janet Stiles (AD-99-008A), tax map 58, parcel 487, 67.79 acres 9004 Old National Pike, Boonsboro, MD 21713



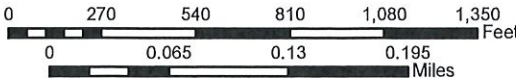
Martz



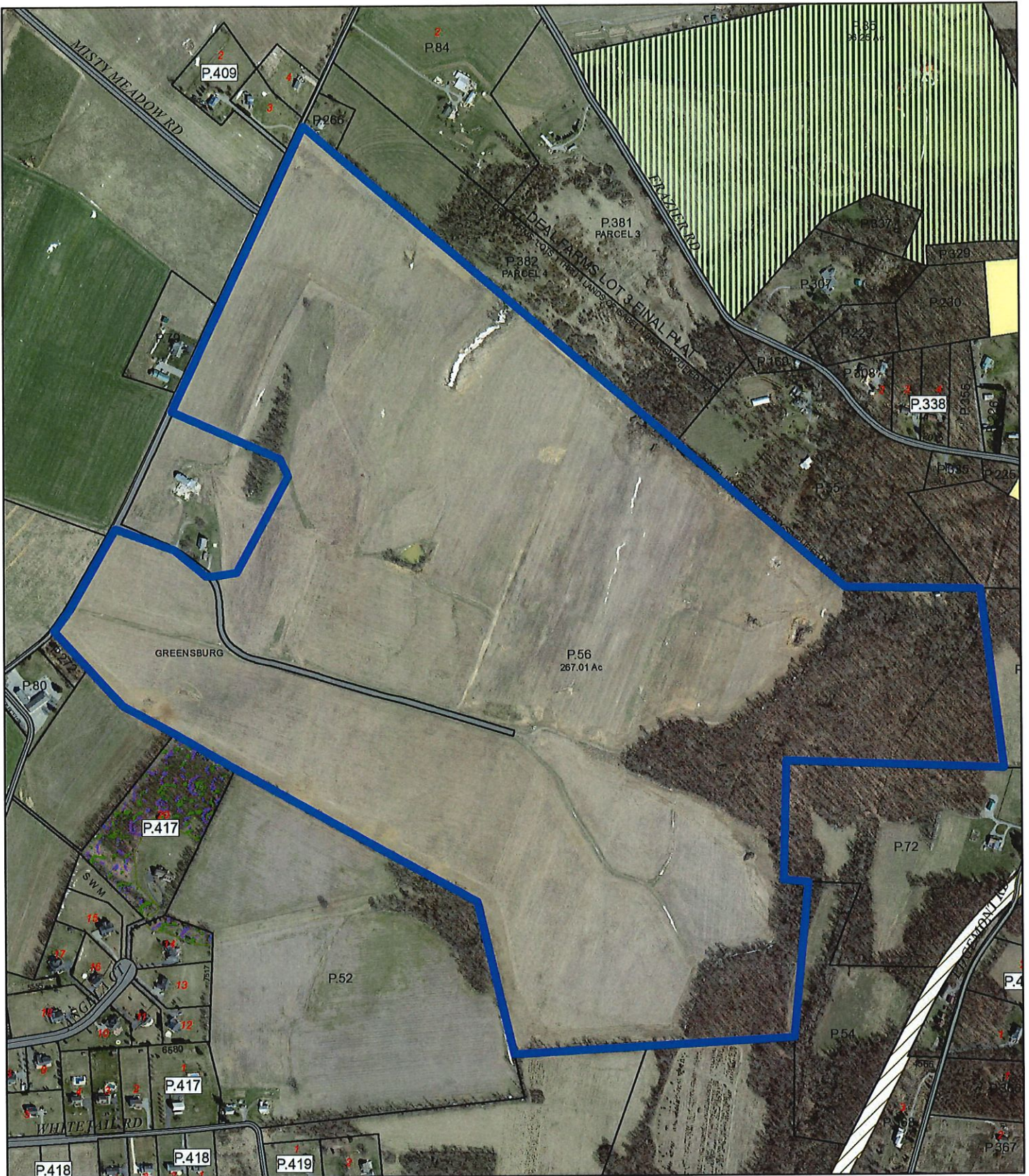
Mt. Aetna Road
Hagerstown, MD 21740

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

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



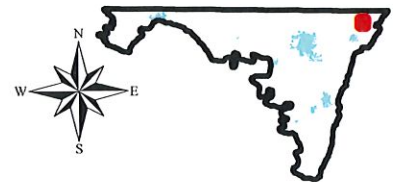
Weddle



Welty Church Road
Smithsburg, MD 21783

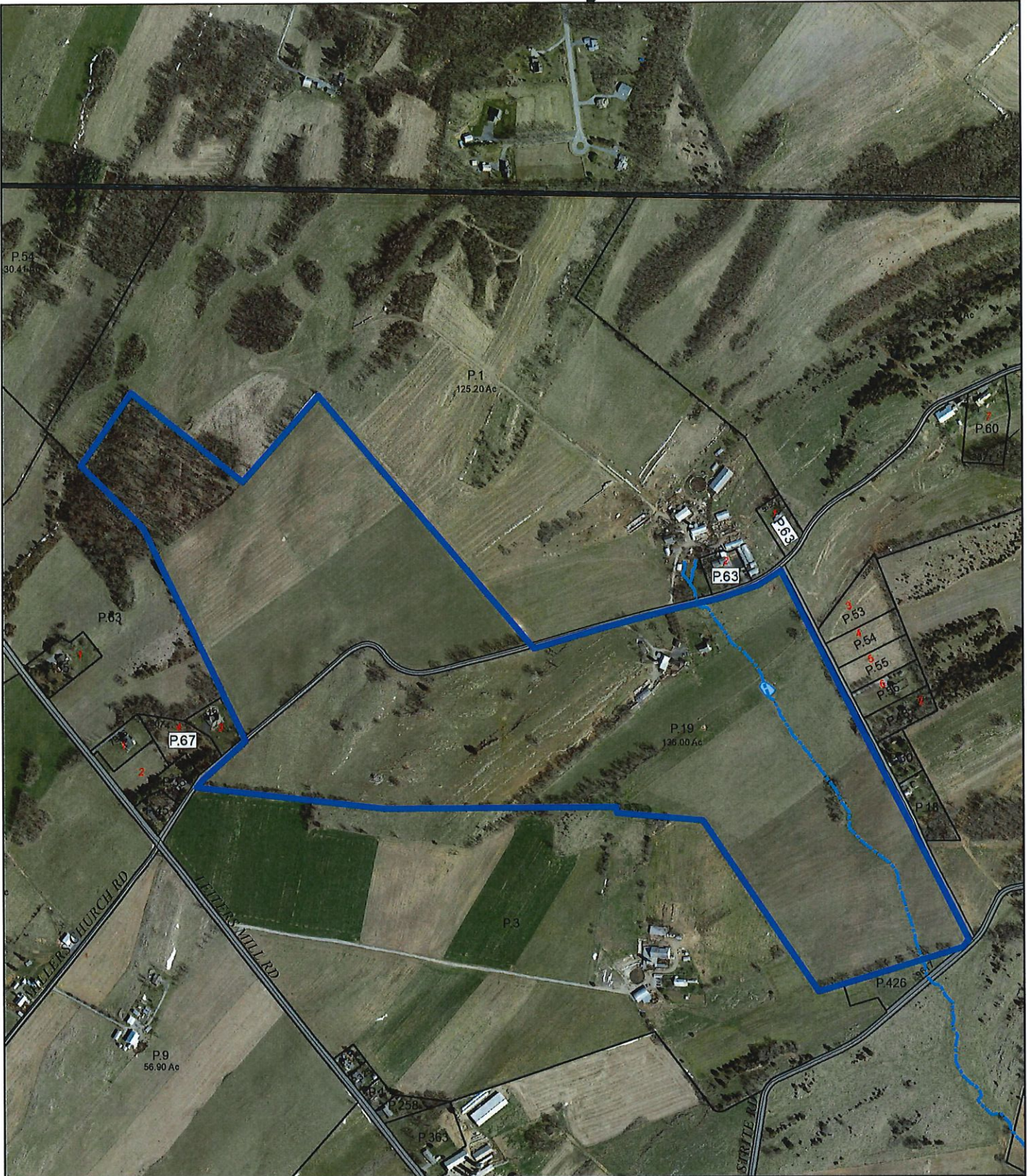
WARNING: This map is for internal use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained herein are from various public agencies which may have use restrictions and disclaimers.

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



Printed: Wednesday, January 22, 2020
Printed by: cboggs

Eklund Family LLC



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

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

0 360 720 1,080 1,440 1,800 Feet
0 0.09 0.18 0.27 Miles



Walnut Hill Farm



8423 Routzahn Road
Boonsboro, MD 21713

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

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

0 225 450 675 900 1,125 Feet
0 0.055 0.11 0.165 Miles



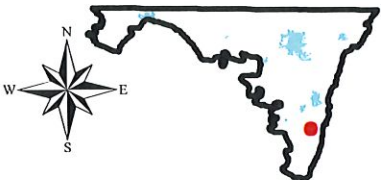
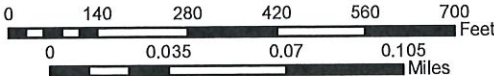
Harbaugh



Robert Harbaugh, Jr. &
Doris L. Harbaugh
19917 Millbrook Road
Keedysville, MD 21756

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

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



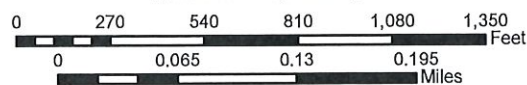
Bragunier - 20-005



Donald and Charlene Bragunier
National Pike
Clear Spring, MD 21722

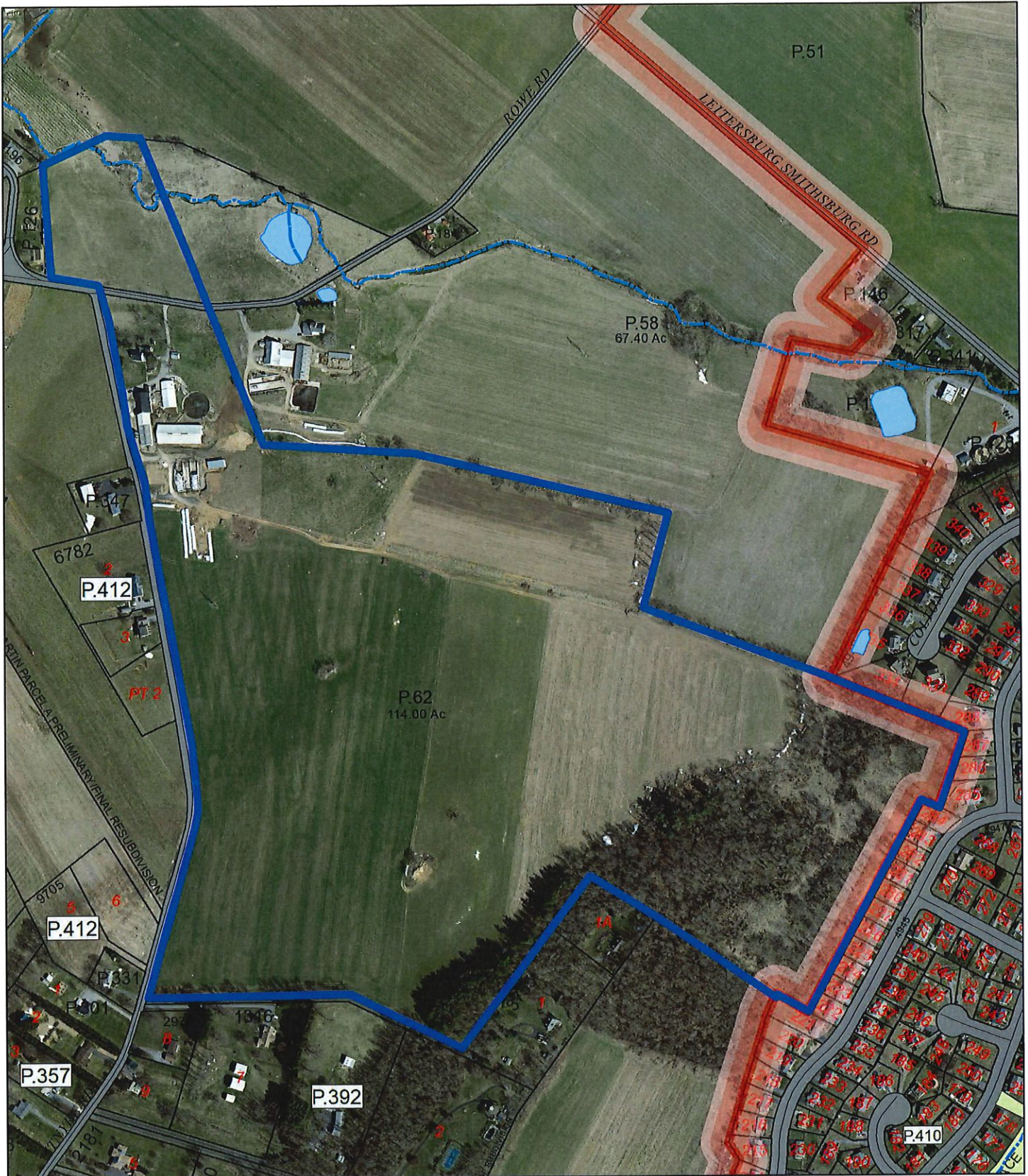
WARNING: This map is for internal use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained herein are from various public agencies which may have use restrictions and disclaimers.

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



Printed: Friday, October 11, 2019
Printed by: cbaggs

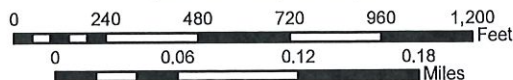
Winders - AD-20-008



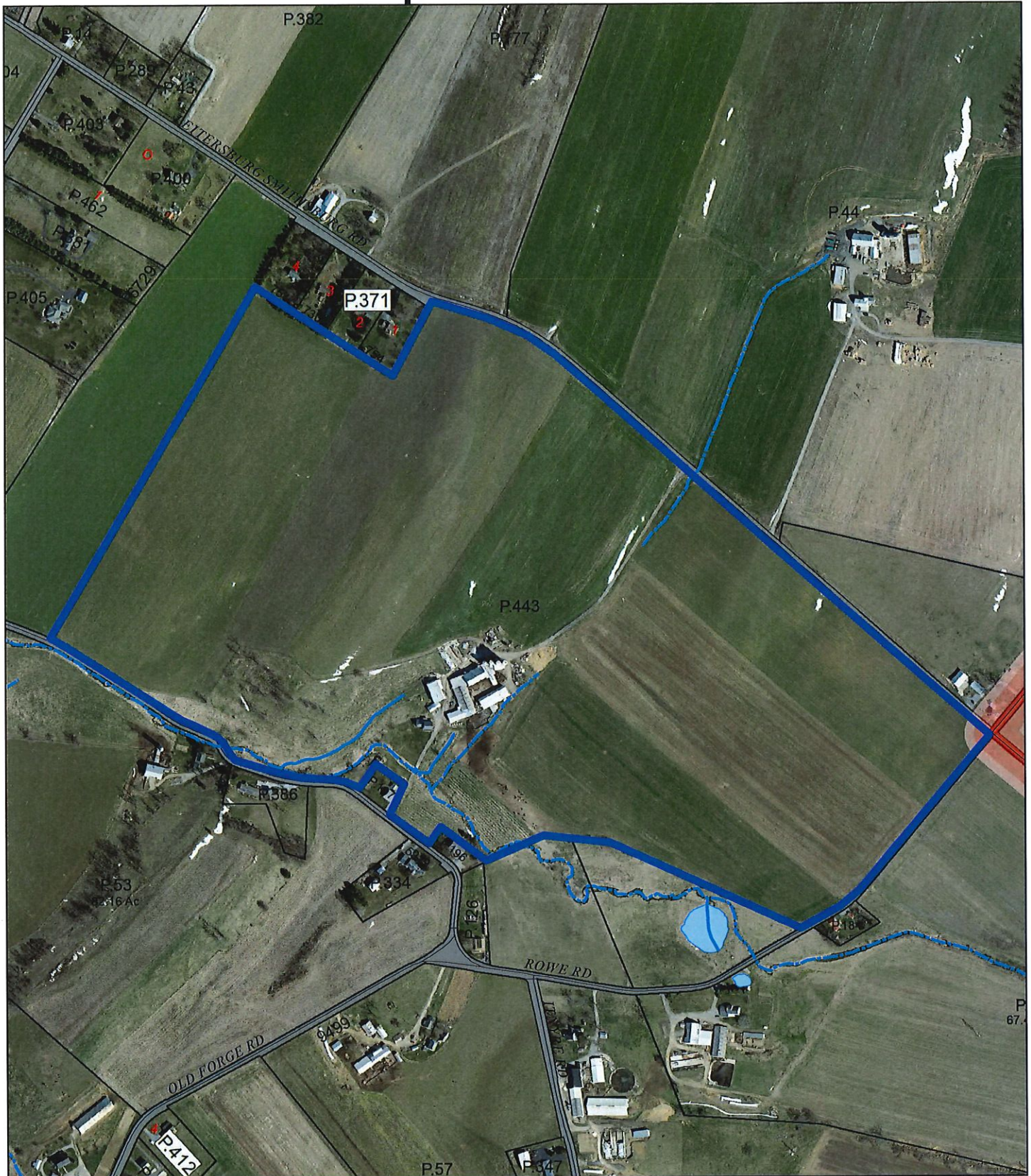
12551 Itnyre Road
Smithsburg, MD 21783

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

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



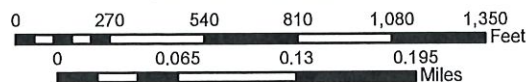
KB Farm Properties LLC - AD-20-009



12633 Unger Road
Smithsburg, MD 21783

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

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



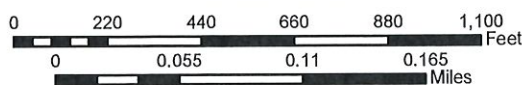
Bowers



16601 Bowers Farm Road
Williamsport, MD 21795

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

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

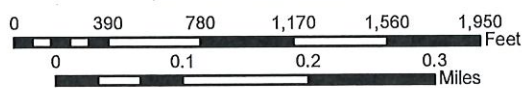


Golden - A

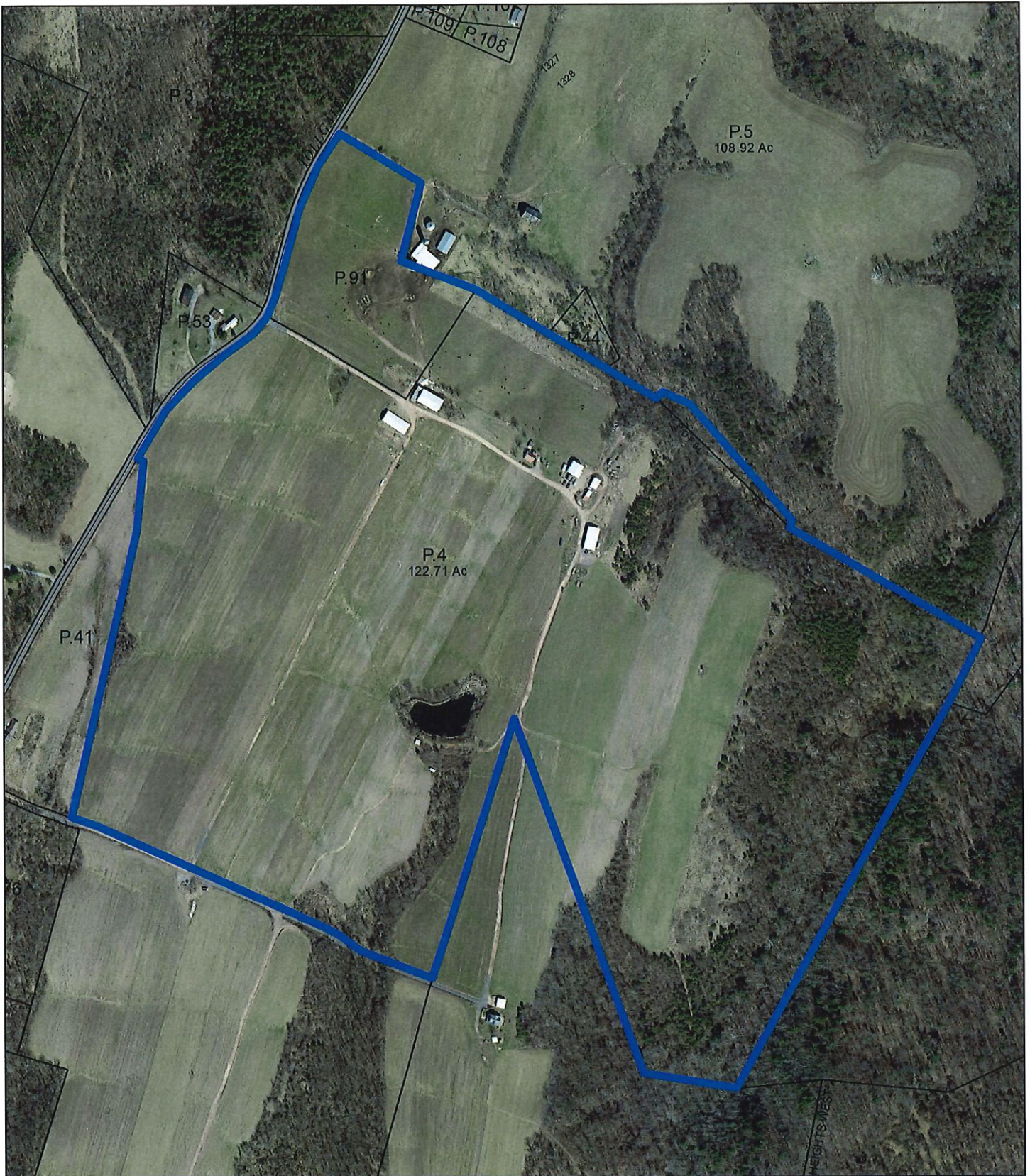


WARNING: This map is for internal use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained hereon are from various public agencies which may have use restrictions and disclaimers.

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

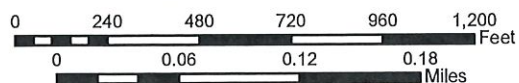


Golden - District B



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

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

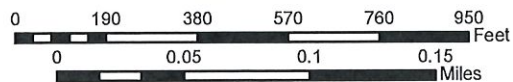


Golden - District C



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

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



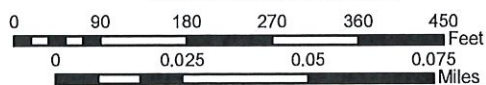
Grimm/O'Neal



21216 Chewsville Road
Smithsburg, MD 21783

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

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



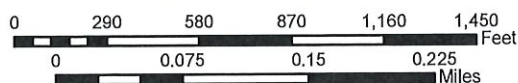
Grimm/O'Neal



21003 National Pike
Boonsboro, MD 21713

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

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



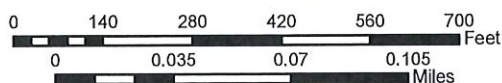
Hege



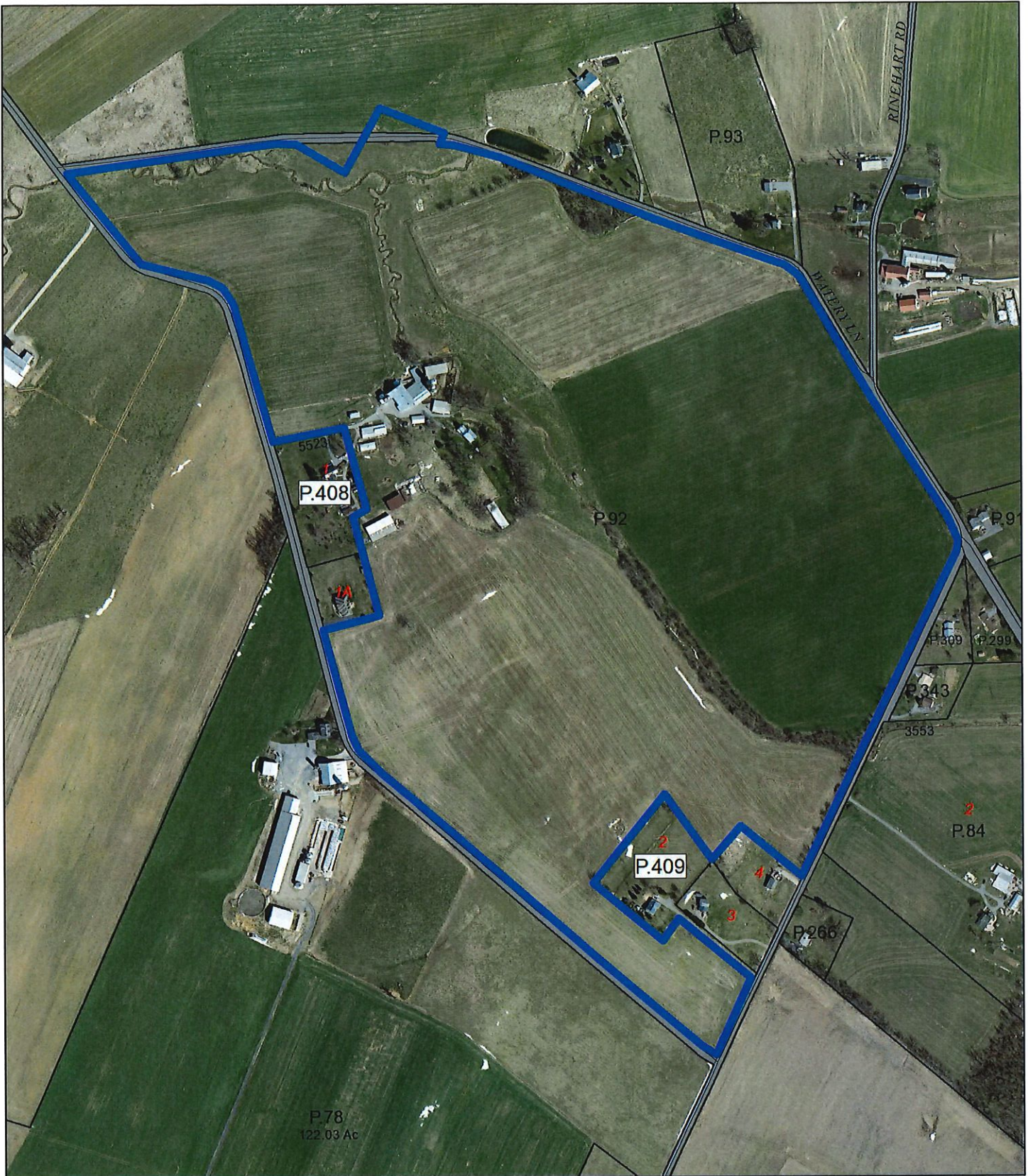
19330 Reidtown Road
Hagerstown, MD 21742

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

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



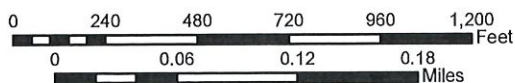
Hess



14119 Misty Meadow Road
Smithsburg, MD 21783

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

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

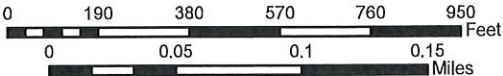


Windward Farm



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

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



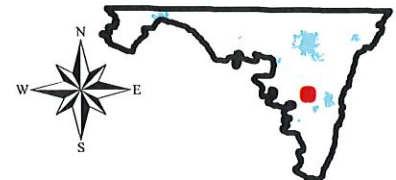
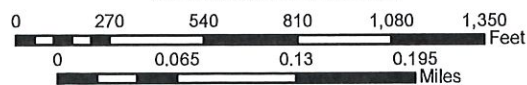
Baker



18701 Manor Church Road
Boonsboro, MD 21713

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

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

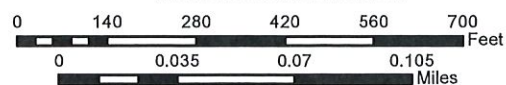


Kessler



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

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



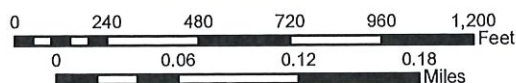
Wolfinger



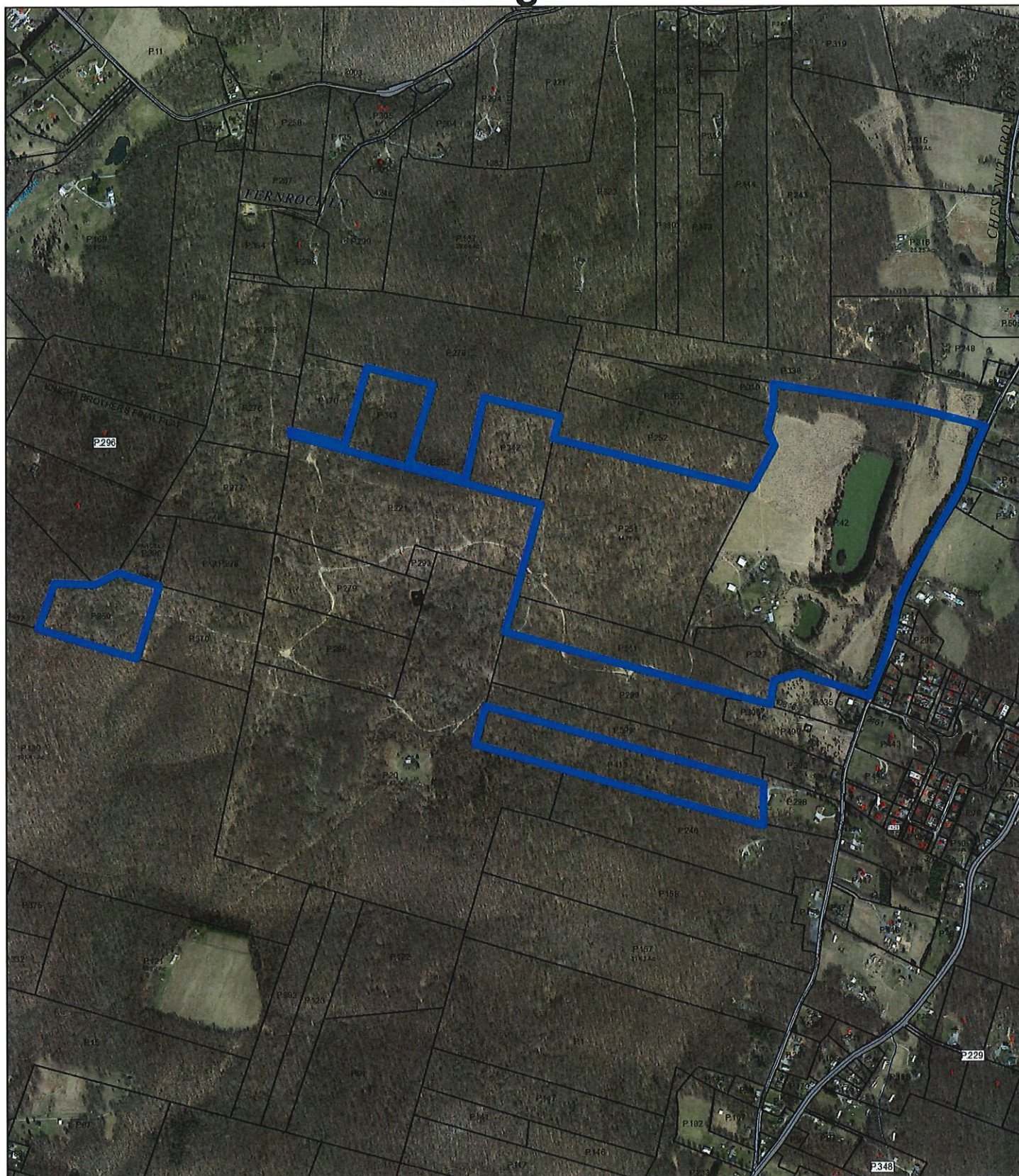
18465 Manor Church Road
Boonsboro, MD 21713

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

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



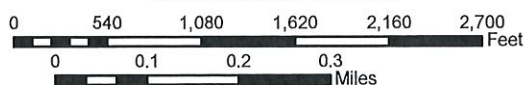
Morgan



Chestnut Grove Road
Keedysville, MD

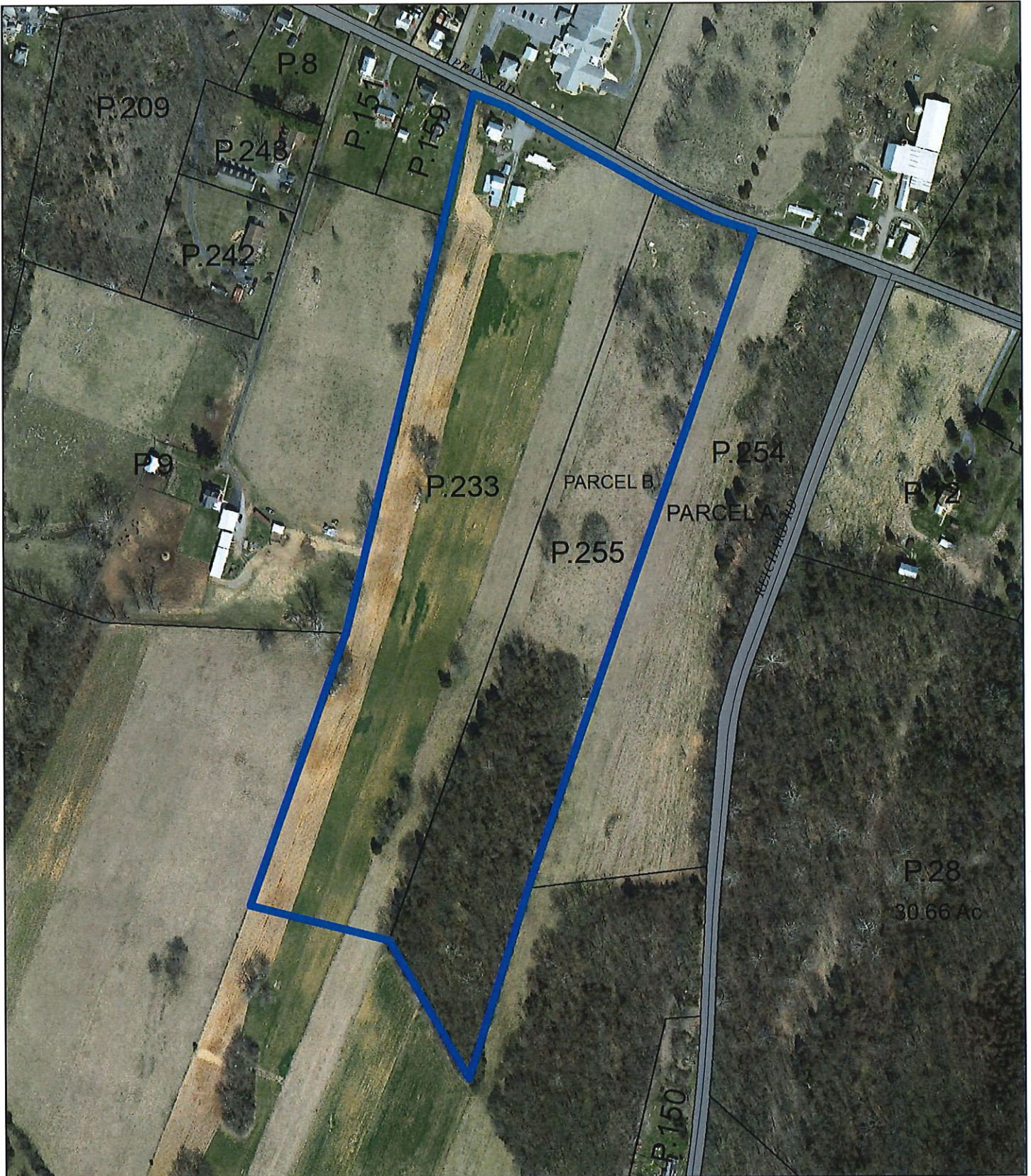
WARNING: This map is for internal use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained hereon are from various public agencies which may have use restrictions and disclaimers.

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



Printed: Friday, November 15, 2019
Printed by: choogs

Green



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

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

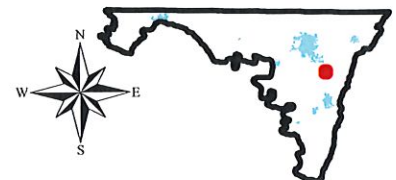


Fulton



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

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





Agenda Report Form

Open Session Item

SUBJECT: Fort Ritchie – Contract Extension

PRESENTATION DATE: June 2, 2020

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDATION: Move to approve the Fourth Amendment to the Contract of Sale and authorize its execution.

REPORT-IN-BRIEF: Fort Ritchie Contract Extension

DISCUSSION: The contract purchaser of Fort Ritchie requires a contract extension to allow for the appeal period to expire in the *Marhle* lawsuit. The contract extension is necessary if the transaction is to proceed to settlement.

FISCAL IMPACT: Additional carrying costs of the property during the extension; loss of proceeds from the sale if not extended.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Fourth Amendment of Contract of Sale

AUDIO/VISUAL NEEDS: None

**FOURTH AMENDMENT TO
AGREEMENT OF SALE OF REAL PROPERTY**

THIS FOURTH AMENDMENT TO AGREEMENT OF SALE OF REAL PROPERTY (“Fourth Amendment”) is effective as of this _____ day of May, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (“Seller”), and JOHN W. KRUMPOTICH, and/or ASSIGNS (“Buyer”), with Seller and Buyer being hereinafter sometimes collectively referred to as the “Parties”.

EXPLANATORY NOTE:

WHEREAS, Seller and Buyer did enter into a certain Agreement of Sale of Real Property, dated November 5, 2019, as amended by a certain First Amendment to Agreement of Sale of Real Property dated January 16, 2020, a certain Second Amendment to Agreement of Sale of Real Property dated March 3, 2020, and a Third Amendment to Agreement of Sale of Real Property dated April 6, 2020 (hereinafter collectively referred to as the “Agreement”), pursuant to which Seller agreed to sell certain real property located in Washington County, Maryland, commonly known as the Fort Richie Military Installation and as further described therein (the “Property”), with all defined terms as set forth herein having the same meanings as set forth and defined in the Agreement unless otherwise expressly noted, and

WHEREAS, on April 2, 2020, Craig Mahrle did file a Complaint for Declaratory Judgment and Injunctive Relief against Seller and Buyer in the Circuit Court for Washington County, Maryland (the “Court”), referenced as Case No. C-21-CV-20-000183 (the “Litigation”), which among other things, challenges and seeks to prevent the sale of the Property from the Seller to the Buyer, and as such constitutes a cloud of title and a lis pendens on the Property; and

WHEREAS, on April 15, 2020 and April 20, 2020, Seller and Buyer, respectively, filed motions with the Court, requesting dismissal of the Litigation; and

WHEREAS, on May 12, 2020, the Court filed an Opinion and Order granting the motions of Seller and Buyer and dismissing the Litigation (the “Dismissal Order”); and

WHEREAS, under Maryland law, the Dismissal Order is subject to a thirty (30)-day appeal period which expires on June 11, 2020 (the “Appeal Period”), and as such, the disposition of the Litigation is not final until the Appeal Period has run and expired; and

WHEREAS, due to the running of the Appeal Period, Seller cannot deliver title to the Buyer as required by Paragraph 9(a) of the Agreement by the extended Closing Date of June 5, 2020, and as a result thereof, the Parties have agreed to further extend the Closing Date in order to allow the Appeal Period to run and expire.

NOW, THEREFORE, in consideration of the mutual promises herein contained, to be kept and observed by the respective Parties hereto, and for other good and valuable consideration by each of the Parties hereto unto the other in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The introductory clause and Explanatory Note set forth above accurately reflect the understanding of the Parties and by this reference are incorporated herein and made a part hereof. Any and all defined terms as set forth in this Fourth Amendment shall have the same meaning and definition as set forth in the Agreement unless expressly provided otherwise hereunder.

2. In order to allow time for Seller to continue to defend the Litigation and cause it to be dismissed and finally resolved, the Closing Date set forth in Paragraph 4 of the Agreement is hereby further extended until June 30, 2020; with it being expressly understood and agreed between the Parties that inasmuch as such extension is not due to any fault of Buyer, no extension fee or

additional Deposit from Buyer is due or required. From and after the date hereof, any and all references to the Closing Date as set forth in the Agreement shall mean and refer to the Closing Date as extended to June 30, 2020 pursuant to this Fourth Amendment.

3. If an appeal to the Litigation is timely filed during the Appeal Period, Seller hereby agrees to proceed to fully and vigorously defend the Litigation and immediately seek to have the appeal of the Litigation dismissed with prejudice so that it no longer constitutes a cloud of title and lis pendens on the Property; time being of the essence. Notwithstanding the extension of the Closing Date as herein provided, if an appeal is filed during the Appeal Period such that due to the running of statutory periods and/or the length of the appeal process of such appeal, the Litigation will remain ongoing past the Closing Date as extended hereby, Seller acknowledges that: (a) as a result thereof, Seller will not be able to convey the Property to Buyer in accordance with the requirements of the Agreement as of the Closing Date as extended hereby (as the continuing Litigation constitutes a "Title Defect" under paragraph 9. (a) of the Agreement which was not in existence of the date of the title report as described in such paragraph); and (b) in such event and notwithstanding that the Closing Date as extended hereby has not yet arrived, Buyer, in order to preserve and protect its current investment in the Property, shall have no alternative other than to avail itself of all rights and remedies under the Agreement, including but not limited to the right to declare Seller in default under Paragraph 13 thereof.

4. In all other respects, not specifically modified in this Fourth Amendment, the terms, conditions, provisions, covenants, and agreements set forth in the Agreement, shall remain in full force and effect, and any conflicts among the terms of the Agreement and the terms of this Fourth Amendment shall be resolved in favor of the terms of this Fourth Amendment. Any and all defined

terms set forth herein shall have the same meaning as set forth in the Agreement, except as modified herein.

5. The Parties do hereby expressly ratify and confirm all terms and provisions of the Agreement, as amended hereby, and nothing as set forth herein shall serve to nullify or constitute a waiver of any of Buyer's rights under the Agreement, including the right to declare Seller in default under the Agreement in accordance with Paragraph 13 thereof.

6. This Fourth Amendment shall only be valid and enforceable upon the execution hereof by the Parties and may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. This Fourth Amendment may be circulated to the respective Parties for execution by facsimile or other electronic transmission and such copy of this Fourth Amendment shall be sufficient to bind the parties to the terms, conditions, and provisions hereof. The signatures of the Parties need not appear on the same counterpart of this Fourth Amendment provided that each party has fully executed a counterpart hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Buyer have caused this Fourth Amendment to be executed as of the day and year first above written.

WITNESS:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

BY: _____(SEAL)
Jeffrey A. Cline, President

SELLER

WITNESS

_____(SEAL)
John W. Krumpotich

BUYER