



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

February 25, 2020

### OPEN SESSION AGENDA

09:00 A.M. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

CALL TO ORDER, *President Jeffrey A. Cline*

APPROVAL OF MINUTES – February 11, 2020

09:05 A.M. CLOSED SESSION

*(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; to consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; to consult with counsel to obtain legal advice on a legal matter; and to comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.)*

10:00 A.M. RECONVENE IN OPEN SESSION

10:05 A.M. COMMISSIONERS' REPORTS AND COMMENTS

10:15 A.M. REPORTS FROM COUNTY STAFF

10:25 A.M. CITIZENS PARTICIPATION

10:35 A.M. CERTIFICATE PRESENTATION: REBECCA LANE MASSIE

10:40 A.M. CONTRACT AWARD (PUR-1421) – ENGINEERING SERVICES – *Scott Hobbs, Director, Engineering*

10:45 A.M. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-19-0029) – PERSONAL PROTECTIVE EQUIPMENT, EMERGENCY SERVICES – *Rick Curry, Director, Purchasing; Dave Hays, Director, Emergency Services*

10:50 A.M. BID AWARD (PUR-1456) AR15 RIFLES WITH ACCESSORY BUNDLE, SHERIFF'S OFFICE – *Rick Curry, Director, Purchasing; Mark Knight, Captain, Sheriff's Office*

10:55 A.M. HOTEL RENTAL TAX FUNDING REQUEST, HagerstownBMX TRACK CAPITAL IMPROVEMENTS – *Scott Cantner, Marketing Director, HagerstownBMX, and Lori Swain, Track Director; Dan Spedden, Executive Director, Hagerstown-Washington County Convention & Visitors Bureau*

11:05 A.M. SECOND QUARTER ADJUSTMENTS TO THE BOARD OF EDUCATION'S FY2020 GENERAL FUND BUDGET – *Mr. Jeffrey Proulx, Chief Operating Officer, and Mr. David Brandenburg, Executive Director of Finance, Washington County Public Schools*

11:15 A.M. WATER AND SEWER BONDS – TERM OF BONDS – *Sara Greaves, CFO*

11:20 A.M. PRESENTATION OF THE FY21-FY30 CAPITAL BUDGET – DRAFT 2 – *Sara Greaves, CFO; & Kelcee Mace, Deputy Director, Budget & Finance*

- 11:30 A.M. FY21 HEALTH INSURANCE RATE INCREASE AND ALLOCATION – *Sara Greaves, CFO*
- 11:40 A.M. MOBILE HOME PARK TAX ORDINANCE FOR WASHINGTON COUNTY –*Andrew Bright, Assistant County Attorney; Sara Greaves, CFO; Todd Hershey, Treasurer*
- 11:50 A.M. ETHICS ORDINANCE REVISIONS – *Andrew Bright, Assistant County Attorney*
- 11:55 A.M. NORTHPOINT DEVELOPMENT – *Jonathan Horowitz, Business Leader, Business Development; Jill Thompson, Director, Community & Economic Development, City of Hagerstown*
- 12:05 P.M. ADJOURNMENT



Board of County Commissioners of Washington County, Maryland

## Agenda Report Form

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### Open Session Item

**SUBJECT:** Rebecca Massie Lane Certificate of Recognition – *Recipient of the Sue Hess Maryland Arts Advocate of the Year Award*

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Board of County Commissioners

**REPORT-IN-BRIEF:** Certificate of Recognition Presentation

“The Board of County Commissioners of Washington County hereby recognizes you for your distinguished service to Washington County as an advocate of the arts. Your involvement with the Washington County Convention and Visitors Bureau, the Hagerstown Arts and Entertainment District Board, and the Maryland Commission on Artistic Property has helped bring locally, regionally, and statewide art initiatives together. Your leadership at the Museum of Fine Arts-Washington County has improved strategic planning, balanced the budget, developed a collection philosophy and management policy, and created innovative exhibitions. We recognize your tireless efforts to seek endowed positions for the museum's Curator and Educator. Congratulations on being a recipient of the Sue Hess Maryland Arts Advocate of the Year Award and thank you for making a positive difference in the lives of the citizens of Washington County.”



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Award (PUR-1421) – Engineering Services

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Scott Hobbs, P.E., Director, Division of Engineering

**RECOMMENDED MOTION:** Move to award the Traffic Count Data Collection and Pavement Condition Survey projects to the lowest responsive, responsible proposer, Pennoni Associates, Inc. and Development Facilitators, Inc. (DFI), Joint Venture (JV) in the amount of \$176,100.00 and \$143,040.00, respectively.

**REPORT-IN-BRIEF:** Requests for Proposals were provided to the list of consultants under the Engineering Services – Requirements Contract (PUR-1421). The following price proposals were received and opened on Wednesday, January 29, 2020 as listed below.

#### Traffic Count Data Collection

Consultant:

Pennoni & Associates, Inc. and DFI, JV

Charles P. Johnson & Associates, Inc.

Brudis & Associates, Inc.

Bid:

\$ 176,100.00

\$ 184,125.00

\$ 400,000.00

#### Pavement Condition Survey

Consultant:

Pennoni & Associates, Inc. and DFI, JV

Charles P. Johnson & Associates, Inc.

Wallace Montgomery & Associates, LLP

Brudis & Associates, Inc.

Bid:

\$ 143,040.00

\$ 143,500.00

\$ 145,000.00

\$ 167,500.00

The proposals were evaluated and the low price proposal from Pennoni & Associates, Inc. & DFI, JV for both projects are in order.

**DISCUSSION:** The pavement maintenance & rehabilitation program involves pavement preservation, repair, and rehabilitation. Obtaining traffic count data and road survey information is a valuable part of the program in determining condition and priorities for the approximately 900 miles of road on inventory. Updated traffic count data is also posted on the County website for use in planning for future projects.

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

**CONCURRENCES:** N/A

**ALTERNATIVES:** None

**ATTACHMENTS:** N/A

**AUDIO/VISUAL TO BE USED:** None



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INTG-19-0029) – Personal Protective Equipment (PPE) for Division of Emergency Services

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing and R. David Hays, Director, Emergency Services

**RECOMMENDED MOTION:** Move to authorize by Resolution, the approval of the purchase of twenty-four (24) sets of Personal Protective Equipment (PPE) (coats \$1,370.60 ea. and pants \$971.30 ea.) for the Division of Emergency Services from Witmer Public Safety Group, Inc. of Williamsport, MD at contracted unit prices totaling \$56,205.60 based on the contract awarded by the State of New Jersey (Solicitation #17DPP00100; New Jersey Contract T0790).

**REPORT-IN-BRIEF:** Section 106.3 of the Public Local Laws of Washington County grants authorization for the County to procure goods or services under contracts entered into by other government entities. On items over \$50,000, a determination to allow or participate in an intergovernmental cooperative purchasing arrangement shall be by Resolution and shall indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justification for the arrangement.

The County will benefit with the direct cost savings in the purchase of this equipment because of 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 equipment by utilizing the State of New Jersey contract and eliminating our County's bid process would result in an administrative and cost savings for the Division of Emergency Services in preparing specifications and the Purchasing Department.

**DISCUSSION:** In an effort to offset the costs associated with providing personal protective gear (PPE) to volunteer firefighters, Washington County began providing additional assistance to volunteer fire companies by providing PPE for distribution to active firefighters throughout Washington County. The intent is to replace PPE that is damaged or past its serviceable life of ten (10) years. Since the beginning of this program, the county has purchased two hundred twenty (220) sets of turnout gear. The additional twenty-four (24) sets of turnout gear procured this fiscal year will be distributed to firefighters throughout the county in an ongoing effort to replace aging gear that can no longer be certified.

**FISCAL IMPACT:** Funding is in the department's FY20 operating budget account 599999-10-11525.

**CONCURRENCES:** Director of the Division of Emergency Services

**ALTERNATIVES:** If the county decides not to purchase the turnout gear, the individual volunteer fire companies will incur additional costs to procure the PPE.

**ATTACHMENTS:** Quote No. 556168 (dated 1/10/2020) based on State of New Jersey contract pricing.

**AUDIO/VISUAL NEEDS:** None

**Quotation****Witmer Public Safety Group**

10228 Governor Lane Boulevard  
Suite 3012  
Williamsport, MD 21795  
Phone: (888) 560-3473  
kgreenlee@thefirestore.com

**Quote ID:** 609174  
**Date:** 01/10/2020  
**Sales Person:** KEVIN G  
**Customer Id:** WASDFES

**Bill To:**

ATTN: Jonathan Hart, Asst. Director  
Washington Co. Emergency Services  
Division Of Fire And Emergency Serv  
16232 Elliot Parkway

Phone: (240) 313-2900

E-Mail:

**Ship To:**

Washington Co. Emergency Services  
Division Of Fire And Emergency Serv  
16232 Elliot Parkway  
Williamsport MD 21795

**"New Jersey State Contract Pricing"**

Quantity	Item ID	Description	Unit	Amount
24	CVBM-WASHCO	Janesville V-Force Coat, Armor AP Gold CVBM-WASHCO Janesville V-Force Coat, Armor AP Gold, K4 Liner, Washington Co. Specs, Ref: PSGQ22981-A  List Price \$2,492.00 45% Discount From List	1,370.60	32,894.40
24	PVFM-WASHCO	Janesville V-Force Pant w/Belt, Armor AP Gold PVFM-WASHCO Janesville V-Force Pant w/Belt, Armor AP Gold, K4 Liner, Washington Co. Specs. Ref: PSGQ22981-A  List Price: \$ 1,766.00 45% Discount From List	971.30	23,311.20

**ACCEPTANCE OF QUOTATION**

The above prices, specifications, and conditions  
are satisfactory and are hereby accepted.

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

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

Quotation is valid until February 09, 2020

**Subtotal:** 56,205.60

**Freight:**

**Tax:** 0.00

**Total:** 56,205.60



**OfficerStore**



**theEMSstore**



**GIDEON  
TACTICAL**



**OurDesigns**



June 28<sup>th</sup>, 2019

To whom it may concern,

This letter serves as confirmation that New Jersey State contract number T0790 for Firefighter Protective Clothing and Equipment is now in effect and active. Start date of this contract is 6/15/2019, with an end date of 6/14/2022.

In addition, Witmer Public Safety Group, with headquarters located at 104 Independence Way, Coatesville, Pennsylvania 19320, is authorized to distribute LION PPE products. Witmer has been a distributor with LION for more than 10 years and is a valued LION partner in the US.

Should you have any questions, please contact the undersigned.

Sincerely,

Dennis Magill

A handwritten signature in black ink, appearing to read "Dennis Magill", written in a cursive style.

National Account Director  
Lion Safety Resource Group



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Bid Award (PUR-1456) AR15 Rifles with Accessory Bundle for the Washington County Sheriff's Office

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing, and Captain, Mark Knight, Washington County Sheriff's Office

**RECOMMENDED MOTION:** Move to award the contract for the purchase of sixty-six (66) AR15 rifles with accessory bundle to the responsive, responsible bidder with the lowest price per unit of \$1,450 for the Total Sum Bid of \$95,700 to Precision Firearms, of Martinsburg, WV and the procurement is contingent upon the company being registered and providing proof of being in "Good Standing" with the Department of Assessment and Taxation.

**REPORT-IN-BRIEF:** The County accepted bids on January 29, 2020 for the rifles and accessory bundle. The Invitation to Bid (ITB) was advertised in the local newspaper, on the State of Maryland's "*eMaryland MarketPlace Advantage*" *eMMA* website, and on the County's website. Thirty (30) persons/companies registered/downloaded the bid, and four (4) bids were received. There are liquidated damages in the amount of One Hundred Fifty (\$150) Dollars per consecutive calendar day to be charged back to the bidder for each piece of equipment not delivered by the delivery times specified. The County reserves the right to purchase additional rifles under this bid with mutual agreement by and between the County and the Bidder.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are available in the Sheriff's Office account 51-51010 for the purchase of the rifles.

**CONCURRENCES:** Sheriff Mullendore

**ALTERNATIVES:** N/A

**ATTACHMENTS:** The complete Bid Tabulation may be viewed on-line at: <https://www.washco-md.net/wp-content/uploads/purch-pur-1456-bidtab.pdf>

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



**PUR-1456 AR15 Rifles with Accessory Bundle for Washington County Sheriff's Office  
Washington County, Hagerstown Maryland**

	<b>Precision Firearms Martinsburg, WV</b>	<b>Geissele Automatics North Wales, PA</b>	<b>Caracal USA, LLC Boise, ID</b>	<b>American Defense Manufacturing, LLC New Berlin, WI</b>
<b>PRICE PER UNIT:</b> (AR15 Rifle with Accessory Bundle)	\$1,450.00	\$1,700.00	\$1,733.00	1,900.00
<b>TOTAL SUM PRICE:</b> (Sixty-Six AR15 Rifles with Accessory Bundle)	\$95,700.00	\$112,200.00	\$115,628.00	\$125,400.00

**Remarks/Exceptions:**

Precision Firearms

Warranty - Lifetime (25) year Service Contract included: once per year inspection and cleaning for 5 years for no additional charge.

Geissele Automatics

Total sum price does include shipping.

Page 20, #5 - Will come with Geissele Length Gas System a little longer than Mid-Length.

Page 20, #7 - ALG Defense V3XLE Blue Line Rail

Page 20, #9 - ALG ACT Trigger

Page 20, #10 - Geissele Super 42H2

Page 20, #12 - Geissele Maritime Bolt Catch

Page 20, #15 - Geissele Folding Sights Aimpoint PRO

Page 20, #17 - Powertac E5G4-W Light

Caracal USA, LLC

Total sum price includes shipping and handling costs.

American Defense Manufacturing, LLC

Price per unit does not include shipping costs. See attached Quote for shipping.

Details and warranties for firearm listed on Letter of Fact.

Individual firearm and bundled component price breakdown listed on Quotation.

Quotation is only for complete system. The items may not be purchased individually.

## SIGNATURE TO BIDS

**NOTE: Bidders shall use this page as a cover page when submitting his/her bid.**




Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The County may use this information for its own purposes or use it for reporting to Federal agencies. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. The Bidder must keep confidential all documents, materials, and data prepared or developed by the Bidder or supplied by the County. All erasures and/or changes shall be initialed by the individual making modifications to the proposal.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE PROPOSAL FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1 <u></u>	Addendum No. 2 <u></u>	Addendum No. 3 <u></u>
Addendum No. 4 _____	Addendum No. 5 _____	Addendum No. 6 _____

### AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:


Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

*Signature to Bids*

AR15 Rifles with Accessory Bundle for Washington County Sheriff's Office

PUR-1456

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Precision Firearms  
Bidder's Name

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price of the Bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, Section 6-220 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM:

Precision Firearms

ADDRESS:

74 A Dupont Rd Martinsburg WV 25404

AUTHORIZED SIGNATURE:

Mark A Hostetter

NAME AND TITLE PRINTED:

Mark A. Hostetter owner

TELEPHONE & FAX NUMBER:

240-217-6875

E-MAIL ADDRESS:

pf15@pf15.com

DATE:

01/28/20

FEDERAL EMPLOYER'S IDENTIFICATION NO. 371787423

**For Informational Purposes Only:** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

☐ Yes

☒ No

Signature to Bids

AR15 Rifles with Accessory Bundle for Washington County Sheriff's Office

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Mark Hostetter

Precision Firearms

Bidder's Name

**FORM OF PROPOSAL**

**PUR-1456  
AR15 RIFLES WITH ACCESSORY BUNDLE  
FOR WASHINGTON COUNTY SHERIFF'S OFFICE  
WASHINGTON COUNTY, HAGERSTOWN MARYLAND**

**PRICE PER UNIT:** *(AR15 Rifle with Accessory Bundle)*

One thousand four hundred fifty DOLLARS (\$ 1450.00)  
(Written) (Figures)

**TOTAL SUM PRICE:** *(Sixty-Six AR15 Rifles with Accessory Bundle)*

Ninety-five thousand seven hundred DOLLARS (\$ 95,700.00)  
(Written) (Figures)

**REMARKS/EXCEPTIONS:**

Warranty - Lifetime (25) years  
Service Contract included: once per year  
inspection and cleaning for 5 years for no  
additional charge.

M. Hostette  
Precision Firearms  
Bidder's Name

Precision Firearms

74-A DuPont Rd  
Martinsburg WV 25404

Quote  
~~Invoice~~

Date	Invoice #
1/28/2020	12196

Bill To
Washington County Sheriffs Office 500 Western Maryland Parkway Hagerstown MD 21740

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/28/2020			
Quantity	Item Code	Description			Price Each	Amount
66	Purchase-1456	5.56 AR15 Rifles Forged Upper and Lower Receivers Chromelined 1-7 Twist 5.56 16 inch barrel AR Flash Hider Midlength Gas Low Profile Steel Gas Block Pinned Melonited Midlength Gas Tube Phosphated Chrome Lined Milspec Carrier Group Tier 1 Full Auto Rated M-LOK Handguard with Full Top Rail ALG Trigger Geissele Braided Recoil Spring and H2 Buffer 90 Degree Safety Oversized Bolt Catch B5 Milspec Stock 6 Position Geissele Folding BUIS Aimpoint Pro Optic Magpul MS3 Sling with Mounting Hardware for 2 point and single Point attachments Streamlight 1000 Lumen Weapons Light with remote Pressure switch			1,450.00	95,700.00T
1		Service contract to inspect and clean rifles once per year for 5 years				0.00
1		25 year Warranty			0.00	0.00
		Sales Tax			0.00%	0.00
					Total	\$95,700.00

**PUR-1456**  
**AR15 RIFLES WITH ACCESSORY BUNDLE**

**SCOPE OF WORK / SPECIFICATIONS**

**(Complete and Submit with Form of Proposal)**

<b><u>ITEM NO. 1</u></b> <b>AR15 RIFLES WITH ACCESSORY BUNDLE</b>		<b>Remarks / Exceptions</b>
<b>A. GENERAL</b>		
1	AR-15 Platform	
2	Upper Mil Spec upper receiver	
3	Barrel 16' Government profile, chambered in 5.56mm NATO	
4	Muzzle Device Mil-spec A2 or similar	
5	Gas system mid length direct impingement pinned low profile gas block	
6	Bolt carrier group Tier one Mil-spec full auto rated	
7	Handguard round M-Loc style with full length Picatinny rail on top portion	
8	Lower receiver Mil-Spec lower receiver	
9	Trigger ALG ACT or similar	
10	Buffer system H2 with enhanced spring	
11	Safety 90-degree 2 position	
12	Bolt Catch -Oversized bolt catch	
13	Stock B-5 Systems SOPMOD 6 adjustable	
14	Caliber 5.56mm NATO	
15	Sight system metal folding BUIS with AIM-point pro red dot optic	
16	Sling Magpul MS3 black with mounting hardware	
17	Light weapon mounted flashlight with remote pressure switch 900 or more lumens with strobe capability with necessary mounting hardware.	

*Scope of Work*

**AR15 Rifles with Accessory Bundle for Washington County Sheriff's Office**

**PUR-1456**

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

**PROVISIONS FOR OTHER AGENCIES**

All items, conditions and pricing shall be made available to the entities listed below if authorized by the Bidder. Authorization is to be indicated by a check mark in the appropriate column. A negative reply will not adversely affect consideration of the bid. Any jurisdiction using this contract shall place its own order with the successful Bidder(s). There is no obligation on the lead jurisdiction for agreements made with other jurisdictions.


<b><u>YES</u></b>	<b><u>NO</u></b>	<b><u>JURISDICTION</u></b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	WASHINGTON COUNTY PUBLIC SCHOOLS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	WASHINGTON COUNTY HEALTH DEPARTMENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER WASHINGTON COUNTY MUNICIPALITIES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	HAGERSTOWN COMMUNITY COLLEGE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CITY OF HAGERSTOWN
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FREDERICK COUNTY COMMISSIONERS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER FREDERICK COUNTY MUNICIPALITIES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ALLEGANY COUNTY COMMISSIONERS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BOARD OF EDUCATION OF ALLEGANY COUNTY
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER ALLEGANY COUNTY MUNICIPALITIES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ALLEGANY COMMUNITY COLLEGE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CITY OF FROSTBURG
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CITY OF CUMBERLAND
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GARRETT COUNTY - GENERAL SERVICES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BOARD OF EDUCATION OF GARRETT COUNTY
<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER GARRETT COUNTY MUNICIPALITIES
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GARRETT COUNTY COMMUNITY COLLEGE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE COMPANIES

*Provisions for other Agencies*

**AR15 Rifles with Accessory Bundle for Washington County Sheriff's Office**

**PUR-1456**

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Precision Firearms  
Bidder's Name



## Agenda Report Form

### Open Session Item

**SUBJECT:** Hotel Rental Tax Funding Request, HagerstownBMX Track Capital Improvements

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Scott Cantner, Marketing Director, HagerstownBMX; Lori Swain, Track Director, HagerstownBMX and Dan Spedden, Executive Director, Hagerstown-Washington County Convention and Visitors Bureau

**RECOMMENDED MOTION:** Move to approve the request for Hotel Rental Tax funding from Hagerstown BMX in the amount of \$\_\_\_\_\_, for direct expenses associated with the HagerstownBMX Track Capital Improvement project.

**REPORT-IN-BRIEF:** HagerstownBMX has submitted a request for Hotel Rental Tax funding to assist with costs associated with the Hagerstown BMX Track Capital Improvement project. The amount of funding requested for this project is \$150,000. The application has been reviewed by the Office of Grant Management and the organization and application are considered eligible for Hotel Rental Tax funding.

**DISCUSSION:** HagerstownBMX along with Hagerstown City Parks Department has identified a series of track improvements that focus on the categories of Safety, Lighting & Electric, Storm Water Management, Accessibility, Athlete Amenities, Visitor Experience, and Track Improvement. It is the goal of Hagerstown City Parks Department and Visit Hagerstown to support HagerstownBMX in its mission to propel HagerstownBMX to the next level and serving its community of riders and attract new riders to their facility at Fairgrounds Park. This project will create an improved BMX facility that is a valuable recreational resource for the Hagerstown and Washington County community. Hosting National Championship events will propel HagerstownBMX to the next level and identify Hagerstown as a preferred destination for BMX cyclist. National and Regional BMX events are multi-day and can attract between 600 and 800 riders. The commerce generated by athletes and their related family members, spectators, race officials and media representatives can have as much as a \$2 million economic impact per event. These improvements and the subsequent events will generate wages and visitor spending in the food and beverage, retail, transportation, and lodging sectors.

**FISCAL IMPACT:** The Hotel Rental Tax Fund will be reduced by the amount of this award.

**CONCURRENCES:** N/A

**ALTERNATIVES:** Deny the applicant's request for Hotel Rental Tax Funding.

**ATTACHMENTS:** Hotel Rental Tax Funding Application, Site Plan, Track Improvements, Detailed Expenses

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



Washington County, Maryland  
Hotel Rental Tax Funding  
Grant Application

100 West Washington Street  
Room 2200  
Hagerstown, Maryland 21740  
240-313-2040

Organization/Agency:	HagerstownBMX	E-mail Address:	info@hagerstownbmx.com
Address:	650 N Canon Avenue, Hagerstown, MD 21740		
Contact Person:	Lori Swain	Title:	Track Director
Phone Number:	(301) 573-4204	Fax Number:	
Tax ID/Federal ID#:	52-2258093	<input checked="" type="radio"/> Capital Request <input type="radio"/> Operating Request	
Project Classification:	<input checked="" type="radio"/> Tourism/Attraction <input checked="" type="radio"/> Economic Development <input type="radio"/> Cultural <input checked="" type="radio"/> Recreation		
Project Name:	HagerstownBMX Track Capital Improvements		
Project Start Date:	July 2020	Project End Date:	December 2020

Project Justification and Economic Benefit/Impact to the Visitor Industry, if Applicable

The HagerstownBMX track first opened at Fairground Park in 1999 with a mission to create a safe, positive, family-friendly atmosphere for riders of all ages. With a goal to host USA BMX National Championship events, USA BMX, HagerstownBMX, The City of Hagerstown and Visit Hagerstown have identified a series of needed track improvements. These improvements focus on safety, lighting, a public address system, storm water management, accessibility, athlete amenities, spectator seating, and race track upgrades. Hosting National Championship events will propel HagerstownBMX to the next level and identify Hagerstown as a preferred destination for BMX cyclist. National and Regional BMX events are multi-day and can attract between 600 and 800 riders. The commerce generated by these athletes and their related family members, spectators, race officials and media representatives can have as much as a \$2 million economic impact per event. These improvements and the subsequent events will generate wages and visitor spending in the food and beverage, retail, transportation, and lodging sectors contributing to the growth of the economy of Washington County MD.

Anticipated Visitor Attendance and Impact on Hotel Rental Occupancy, if Applicable

Estimated Visitor Attendance: 2,100/event

Hotel Rental Occupancy: Regional and National events can instigate as much as \$75,000 in lodging receipts and result in as much as \$4,500 in rental tax proceeds per event.

Narrative Description of Project: Include purpose of project, outline of project procedures, intended results of project or any additional comments that support the need for project and/or merit as an event or activity designed to promote Washington County, Maryland.

**Purpose of the Project:**

In order to realize the economic impact of large scale regional and national USA BMX events certain capital improvements are needed to prepare the HagerstownBMX track for competition at that level. A broad community partnership proposes to make these improvements.

**Outline of Project Procedures:**

In May of 2019, Audrey Vargason from Visit Hagerstown-Washington County Convention and Visitors Bureau attended the National Association of Sports Commissions annual conference and met one-on-one with sports organizations. Before the conference, Visit Hagerstown received a Request for Proposal for USA BMX Nationals which she circulated to Scott Canter at HagerstownBMX. As a result of a one-on-one meeting with John David and Connie Shepler from USA BMX at the conference, Vargason began to further qualify the opportunity to host a Nationals Event. In July of 2019, USA BMX made their routine visits to sanctioned tracks along the East Coast, Lori and Mark Swain, Track Operators along with Scott Canter, Track Marketing Director, Dan Spedden and Audrey Vargason from Visit Hagerstown met USA BMX Staff: Connie Shepler and Steeyle Levine. At that time, HagerstownBMX and Visit Hagerstown discussed with USA BMX Staff the intent to bid for the 2021 Nationals and provided USA BMX Staff with an action plan. The action plan was also provided to the Hagerstown City Parks Department and a formal meeting was arranged to discuss the venue as a host facility for a Summer 2021 Nationals Event. Through a series of conversations amongst HagerstownBMX, Hagerstown City Parks Department and Visit Hagerstown it became evident that for HagerstownBMX to be considered as a Nationals venue track improvement would have to be made. HagerstownBMX facility is one of four BMX facilities in the state of Maryland and the only one without lighting. As a result, the HagerstownBMX season and race schedule are negatively impacted. Tracks with lights can incorporate weekly night rides as well as accommodate regional and national events.

**Project Scope:**

HagerstownBMX along with Hagerstown City Parks Department has identified a series of track improvements that focus on the categories of Safety, Lighting & Electric, Storm Water Management, Accessibility, Athlete Amenities, Visitor Experience, and Track Improvement. It is the goal of Hagerstown City Parks Department and Visit Hagerstown to support HagerstownBMX in its mission to propel HagerstownBMX to the next level and serving its community of riders and attract new riders to their facility at Fairgrounds Park.

**Intended Results:**

This project will create a much improved BMX facility that is a valuable recreational resource for the Hagerstown and Washington County community. Hosting National Championship events will propel HagerstownBMX to the next level and identify Hagerstown as a preferred destination for BMX cyclist. National and Regional BMX events are multi-day and can attract between 600 and 800 riders. The commerce generate by these athletes and their related family members, spectators, race officials and media representatives can have as much as a \$2 million economic impact per event. These improvements and the subsequent events will generate wages and visitor spending in the food and beverage, retail, transportation, and lodging sectors contributing to the growth of the economy of Washington County MD.

**Additional Comments:**

HagerstownBMX is operated by a group of locally committed volunteers who aim at providing the safest and best track conditions possible. In the past several years the volunteers of HagerstownBMX have been dedicated to fundraising so improvements can be made to the track and propel HagerstownBMX to the next level.

- BMX (bicycle motocross) is a family-friendly sport, HagerstownBMX has riders ranging in age from 2 years old to 60 years old.
- HagerstownBMX is one of four BMX tracks in the State of Maryland.
- BMX is a relevantly new sport, beginning in the 1970s, BMX was recognized as official support of cycling by the International Cycling Union (UCI) in 1993 and BMX recently made its debut as an Olympic Sport in the 2008 Summer Olympics in Beijing. Historically, sports gain popularity in relevance once being designated as an Olympic Sports and BMX will return to the Olympic spotlight in Tokyo 2020, already gaining interest globally.
- BMX riders also know as motos compete eight at a time on a short track designed with tight bends and jumps.
- BMX is recognized as one of the most affordable and accessible sports. USA BMX memberships begin at \$60 per year per rider which provides athletes access to the Hagerstown Track. Additional registration fees apply for athletes wishing to compete: Local single point races at HagerstownBMX are \$10, Maryland State Qualifiers are \$25, other regional and national races cost a little more to enter.
- In partnership with the City of Hagerstown, HagerstownBMX also offers open track nights, in which all members of the community regardless of USA BMX membership are welcomed to enjoy the facility and ride on their own.
- HagerstownBMX recently launched a first-come-first-serve loaner bike program to get new riders interested in the sport on open track nights. For the 2019 season, open track night attracted an average of 40-50 riders per night plus parents and guardians.

## Total Project Budget

A. Amount of Hotel Rental Tax Grant Funding Requested	\$150,000.00
B. List Other Funding Sources and Their Respective Amounts	
Source: Program Open Space through The City of Hagerstown	\$50,000.00
Source: State Capital Request	\$150,000.00
Source: Local Charitable Foundation	\$10,000.00
C. Total Project/Event Funding (A + B)	\$360,000.00

**Itemize your total project budget into the appropriate classifications:**

A. Tourism Attraction (Be specific in expense break down):	
B. Economic Development Enhancement (Be specific in expense breakdown):	
C. Cultural Projects (Be specific in expense breakdown):	
D. Recreational Projects (Be specific in expense breakdown):	
See attached budget details.	
<b>Total Project Budget</b>	

Certification:

We certify the information contained in this application is complete, accurate and fully discloses the scope and intent of our request for funding from the Hotel Rental Tax Fund. We agree to comply with the County's requests for information regarding the use of awarded funds and to provide access to accounting records related to these funds.

We acknowledge that if expenditures of funds is approved, such approval will be for line-item-by-line-item expenditures, which must be adhered to within the maximum 10% line item deviation.

We further acknowledge that any deviations beyond 10% allowable amount will require us to submit a program amendment which will have to be approved by the Office of Grant Management prior to any further expenditures.

By signing this application, I/we accept and agree to be bound by the terms and conditions of Hotel Rental Tax Regulations as administered by the Washington County Commissioners in compliance with current State laws.

Signature:

Date:

Applicant/Organization:

Recommended by:

Date:

☐ Approve

☐ Denied

Director, Office of Grant Management

Recommended Award:

Comments:

Approved By:

Date:

☐ Approved

☐ Denied

County Administrator

Approved Award:

Board of County Commissioner Approval (for requests of \$25,000 and over):

Approved by BCC:

Date:

☐ Approved

☐ Denied

County Clerk

Return Application To:  
Washington County Office of Grant Management  
100 West Washington Street Room 2200  
Hagerstown, Maryland 21740  
240-313-2040

### Track Improvements Detailed Expenses

Item	Category	Amount
Concrete Pad	Accessibility	\$10,000.00
Topsoil Removal around Track	Accessibility	\$2,000.00
Gravel for Walkway around Track	Accessibility	\$5,000.00
Canopy for Start Area	Athlete Amenity	\$5,000.00
Storm Water Management	Environmental	\$30,000.00
Upgrade to Electrical Service 400 AMP	Lighting & Electric	\$19,000.00
<u>LED Lighting in Stables</u>	<u>Lighting &amp; Electric</u>	<u>\$5,000.00</u>
<u>LED Track Lighting</u>	<u>Lighting &amp; Electric</u>	<u>\$100,000.00</u>
Design (lighting, swm, wall)	Permits	\$15,000.00
Fencing	Safety	\$7,000.00
<u>Raise Turn #1 by 18"</u>	<u>Track Improvement</u>	<u>\$10,000.00</u>
Raise Turn #2 by 2'	Track Improvement	\$12,000.00
<u>Raise Turn #3 by 3'</u>	<u>Track Improvement</u>	<u>\$15,000.00</u>
<u>Retaining Wall to réinforce Turn #3</u>	<u>Track Improvement</u>	<u>\$20,000.00</u>
PA System with FM Broadcast Ability	Visitor Experience	\$20,000.00
Bleachers for 200	Visitor Experience	\$40,000.00
Raised bleacher and pad	Visitor Experience	\$35,000.00
Contingency		\$20,000.00
<b>Total</b>		<b>\$360,000.00</b>





BMX TRACK AT FAIRGROUNDS PARK



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Second Quarter Adjustments to the Washington County Board of Education's FY2020 General Fund Budget

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Mr. Jeffrey Proulx, Chief Operating Officer, WCPS  
Mr. David Brandenburg, Executive Director of Finance, WCPS

**RECOMMENDED MOTION:** Move to approve the requested second quarter adjustments to the Board of Education's FY2020 General Fund Budget.

**REPORT-IN-BRIEF:** The Annotated Code of Maryland requires local school systems to periodically re-forecast their financial needs and make necessary changes to their budgets. To that end, the Washington County Board of Education approved the attached list of changes to its FY2020 General Fund Budget at its February 18, 2020, meeting.

**DISCUSSION:** Several of the changes that the Board of Education approved on February 18 cross major categories. Therefore, these requested adjustments must also be approved by the Board of County Commissioners. The Board of Education has asked its Finance staff to review the requested budget changes with the Commissioners and answer any questions that they may have.

**FISCAL IMPACT:** None. These proposed modifications merely adjust the budget to allow for proper categorization of revenues and expenses.

**CONCURRENCES:** The Board of Education's Finance Committee reviewed the proposed adjustments at their meeting on January 28, 2020, and recommended them for approval by the full Board. The Board of Education unanimously approved these changes at their February 18, 2020, meeting.

**ALTERNATIVES:** None

**ATTACHMENTS:**

- Proposed second quarter budget adjustments for the Washington County Board of Education's FY2020 General Fund Operating Budget.

**AUDIO/VISUAL NEEDS:** None

**Washington County Public Schools  
Second Quarter FY2020 Budget Adjustments**

Category	Value	The primary reason for variance is:
Revenue	41,000	Tuition from non-resident students
Administration	116,955	Indirect cost recovery from grants calculated rate increase and savings from research consultants
Mid-Level Administration	97,505	Vacancies and turnover credit in excess of budget
Instructional Textbooks and Supplies	9,258	Redeployment to other instructional costs
Maintenance of Plant	105,640	Turnover and vacancies savings transferred to Operation of Plant
Fixed Charges	878,070	Savings in health insurance due to vacancies and changing subscriber mix
Total Expense Reductions/Additional Revenue	<b><u>1,248,428</u></b>	
Instructional Salaries	560,195	To realize most of the turnover credit in excess of available funds
Other Instructional Costs	99,558	Additional athletic trainer and interpreter costs
Student Personnel Services	11,675	Adjust to actual salaries
Student Health Services	176,980	Contracted nursing services and supplies increase
Student Transportation Services	234,380	To add bus assistants for behavior needs and realize turnover credit in excess of available funds
Operation of Plant	105,640	Provide for additional custodial materials, overtime, fire alarm system upgrades, and technology costs
Food Services	60,000	Provide summer meals and delinquent accounts
Total Expense Increases/Reduced Revenue	<b><u>1,248,428</u></b>	
<b>Net Effect on Fund Balance</b>	<b>0</b>	



# Washington County Public Schools

## Summary of FY2020 Budget Adjustments by Quarter

Category	Increase/(Decrease)				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Full Year
Revenue	\$170,492	\$41,000			\$211,492
Administration	87,500	(116,955)			(\$29,455)
Mid-Level Administration		(97,505)			(\$97,505)
Instructional Salaries	64,113	560,195			\$624,308
Instructional Textbooks and Supplies	128,729	(9,258)			\$119,471
Other Instructional Costs	(195,350)	99,558			(\$95,792)
Special Education					\$0
Student Personnel Services		11,675			\$11,675
Student Health Services		176,980			\$176,980
Student Transportation Services		234,380			\$234,380
Operation of Plant		105,640			\$105,640
Maintenance of Plant	85,500	(105,640)			(\$20,140)
Capital Outlay					\$0
Food Service		60,000			\$60,000
Fixed Charges		(878,070)			(878,070)
Undesignated Fund Balance Change	\$0	\$0	\$0	\$0	\$0

Note: An increase in the revenue budget has the same effect as a decrease in the expense budget. They are both positive. Therefore, when adding the column, one must reverse the sign on the requested change in revenue.



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Water and Sewer Bonds – Term of Bonds

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Sara Greaves, Chief Financial Officer

**RECOMMENDATION:** To provide a consensus to move forward with a 30 year term for the FY2020 bond issue for water and sewer projects only.

**REPORT-IN-BRIEF:** This spring, in FY2020, the county will be issuing bonds for the budget that was passed in May of 2019. Generally, the County has issued bonds for a 20-year term.

**DISCUSSION:** Bonds for water and sewer projects for FY2020 could be issued up to \$6,180,000. In lieu of bonds, MDE loans could be secured for a portion of this amount which would provide a lower interest rate over bonds. If loans are provided from MDE, the bond issue would reduce accordingly. Information on loan eligibility is expected to be provided in early May from MDE. The projects that bonds could be issued for include:

- Pump Station upgrades - \$500,000
- Capacity Management Project – \$3,180,000
- Smithsburg WwTP Upgrade - \$2,500,000

In consultation with our financial advisor and considering the financial condition of the Water and Sewer Funds, we would like to consider issuing water and/or sewer bonds over a 30-year period instead of a 20-year period. While borrowing rates are low, we could extend the debt service payments over a longer period to closer reflect the life of the asset and to better spread the cost of the project over rate payers. Current existing rate payers will experience a lower debt burden today with the 30-year option.

**FISCAL IMPACT:** 20 year estimated interest - \$2.1M vs 30 year estimated interest - 3.3M (estimated using 3%).

**CONCURRENCES:** N/A

**ALTERNATIVES:** Issue 20-year term

**ATTACHMENTS:** None

**AUDIO/VISUAL NEEDS:** None



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Presentation of the 2021-2030 Capital Budget – Draft 2

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** Sara Greaves, Chief Financial Officer, Kelcee Mace, Deputy Director of Budget & Finance

**RECOMMENDED MOTION:** For informational purposes

**REPORT-IN-BRIEF:** Discussion of Draft 2 of the FY2021-2030 Capital Budget.

**DISCUSSION:** A Ten-Year Capital Improvement Plan is developed each fiscal year and includes scheduling and financing of future community facilities such as public buildings, roads, bridges, parks, water and sewer projects, and educational facilities. The plan is flexible and covers ten years with the first year being the Capital Improvement Budget. Funds for each project are allocated from Federal, State, and local sources.

A primary purpose of the Capital Improvement Program is to provide a means for coordinating and consolidating all departmental and agency project requests into one document. Capital budget requests were submitted on December 27, 2019. It is the CIP Committee's responsibility to review all requests that County departments and agencies submit. All projects are ranked based on established criteria for priority ranking. Considering current and future needs, as developed in the ten-year plan, available funding sources, and the results of the priority ranking process, the CIP Committee determines which capital projects best meet established criteria for the current fiscal year Capital Improvement Budget and the nine-year forecast. Not all projects can be funded due to limited resources.

**FISCAL IMPACT:** FY2021 Capital budget of \$60,631,000

**CONCURRENCES:** Not applicable

**ATTACHMENTS:** None

**AUDIO/VISUAL NEEDS:** Not applicable

## Agenda Report Form

## Open Session Item

**SUBJECT:** FY2021 Health Insurance Rate Increase and Allocation**PRESENTATION DATE:** February 25, 2020**PRESENTATION BY:** Sara Greaves, Chief Financial Officer; Rachel Brown, Director of Human Resources; Steve Dillman, CBIZ**RECOMMENDEDATION:** For information and consensus for the FY2021 budget**REPORT-IN-BRIEF:** The County self-funds the medical benefits coverage for Full-Time county employees. Each year, the previous year health care costs incurred by the County are reviewed through a third party, CBIZ, to provide trending analysis, anticipated cost expectations, and contribution recommendations for budget purposes. In addition, the allocation of costs between the Employer (the County) and the Employee portion are reviewed.**DISCUSSION:** A review of FY2019 and 2020 medical expenses recommend an increase of 5% for FY2021 over the FY2020 budget.

This 5% increase would be shared proportionately between Employees and the County as the Employer. For budget FY2020, health care costs increased by 7% but the costs were only incurred by the County as employee rates remained unchanged.

To manage increasing health care costs, the County's goal has been to gradually shift more health care costs to employees while still providing a low-cost plan. By only increasing the employer portion last year, the opposite effect happened to the allocation of costs. The County would like to use FY2021 as an opportunity to reset the allocation. For many years the employees' portion was 7.5% for the low medical plan option and 12.5% for the high medical plan option. The proposed allocation for FY2021 is shown below.

	2019		2020		2021	
	EE	ER	EE	ER	EE	ER
Low	7.50%	92.50%	7.01%	92.99%	7.50%	92.50%
High	12.50%	87.50%	11.68%	88.32%	12.50%	87.50%

The FY2021 budget includes a proposed 2.5% step and a 1% COLA. The annual increase for the lowest full-time wage using a 3.5% increase is \$915.20. Comparing this increase in wages to the increase in the most expensive medical coverage possible of \$395.21 (Family High Option), the employee would still net an annual increase.

The Chart below provides information relating to the number of employees in each plan, the existing monthly cost for both the Employee (EE) and the County (ER), the proposed rates and the effective monthly change for employees.

		Existing			Proposed			EE Change
Coverage	Low Option	Monthly Rate	EE	ER	Monthly Rate	EE	ER	
Employee	174	757.66	53.11	704.55	795.55	59.67	735.88	6.56
Emp/child	126	1378.98	96.66	1282.32	1447.93	108.59	1339.34	11.93
Emp/Sp	53	1485.03	104.09	1380.94	1559.30	116.95	1442.35	12.86
Family	218	2136.66	149.77	1986.89	2243.50	168.26	2075.24	18.49
Total	571							
		Existing			Proposed			
Coverage	High Option	Monthly Rate	EE	ER	Monthly Rate	EE	ER	
Employee	100	808.23	94.42	713.81	848.63	106.08	742.55	11.66
Emp/child	70	1471.00	171.84	1299.16	1544.53	193.07	1351.46	21.23
Emp/Sp	25	1584.16	185.06	1399.10	1663.33	207.92	1455.41	22.86
Family	76	2279.26	266.26	2013.00	2393.17	299.15	2094.02	32.89
Total	271							

There are no recommended increases to any of the underlying benefits of either health care plan for co-pays, deductibles, or other employee costs. There are no recommended increases to dental or vision rates as there are no anticipated increase in costs.

**FISCAL IMPACT:** The 5% increase, shared proportionately represents a cost of approximately \$650K to the County. Making no change to the employee contribution of health care expenses by absorbing the anticipated 5% increase and not reallocating existing costs to the above proposed structure would cost the county approximately \$150,000 more.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** None



## Agenda Report Form

### Open Session Item

**SUBJECT:** Mobile Home Park Tax Ordinance for Washington County

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** B. Andrew Bright, Assistant County Attorney; Sara Greaves, Chief Financial Officer; Todd Hershey, County Treasurer

**RECOMMENDED MOTION:** Move to adopt the proposed Ordinance, after deciding any changes in the new tax rate and/or monthly cap amount.

**REPORT-IN-BRIEF:** The Proposed Mobile Home Park Tax Ordinance was the subject of a Public Hearing on January 28, 2020. After receiving public comments, the Commissioners took the matter under consideration, and expressed a desire to take action in two weeks' time.

**DISCUSSION:** There appears to be general agreement that the 1963 tax resolution contains language that should be updated to modern terminology. The proposed Ordinance accomplishes that.

The appropriate rate of the tax (or its continuation at all) is the source of debate. The existing resolution imposes a 15% tax on gross rental charges collected by mobile home parks. Several persons have stated that the current tax poses a hardship on mobile home park tenants, who are subjected to other increasing expenses. The drafted Ordinance would reduce the tax rate to 7.5% or \$25.00 per month per space, whichever is less.

Regarding unpaid taxes, the County Treasurer requested inclusion of language in Section 5.04 that “ . . . the Mobile Home Park Tax shall automatically constitute a lien against the Mobile Home Park, **i.e., the real estate upon which said park is operated, regardless of how titled.** . . .” That change is included as highlighted language in the draft.

**FISCAL IMPACT:** The existing tax at 15% yields approximately \$600,000 annually. The proposed ordinance as written is estimated to yield approximately \$250,000 annually.

**CONCURRENCES:** County Treasurer, with amendments.

**ALTERNATIVES:** Adjust the tax rate or repeal the tax, as the Board finds equitable and prudent.

**ATTACHMENTS:** Proposed Ordinance

**AUDIO/VISUAL NEEDS:** None

Proposed

**MOBILE HOME PARK TAX ORDINANCE  
FOR WASHINGTON COUNTY, MARYLAND**

Adopted \_\_\_\_\_, 20\_\_\_\_  
Effective \_\_\_\_\_, 20\_\_\_\_

## 1. Establishment of tax.

1.01 In accordance with Maryland Code, Local Government Article, §20-501, as amended from time to time, there is a Mobile Home Park Tax imposed in Washington County.

## 2. Definitions.

2.01 The words and phrases used in this Ordinance shall have their usual meaning, unless otherwise defined in this section.

2.02 *Mobile Home Park* means any real property that is leased or held out for lease for two or more Mobile Homes for residential use.

2.03 *Mobile Home* means a structure:

(i) Transportable in one or more sections;

(ii) 8 or more body feet in width and 30 or more body feet in length;

(iii) Built on a permanent chassis; and

(iv) Designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities.

2.04 *Gross Monthly Charges* means the gross charges received by a Mobile Home Park Operator for rental, leasing, or use of any space, facility, or accommodation in a Mobile Home Park, or for services provided by a Mobile Home Park; *Gross Monthly Charges* specifically includes any and all sums paid to the Mobile Home Park Operator by any tenant as a condition of occupying a space, facility, accommodation, or service, regardless of how itemized, characterized, or titled.

2.05 *Mobile Home Park Operator* means a person, partnership, corporation or other entity who or which owns, and as principal or through an agent, operates a Mobile Home Park in Washington County Maryland.

2.06 *Mobile Home Space* means a lot or area of real property in a Mobile Home Park on which an individual Mobile Home is situated.



### **3. Calculation and Payment of Tax.**

3.01 *Tax imposed.* Every person, corporation, or other entity operating and conducting a Mobile Home Park in Washington County shall pay a monthly tax upon the Gross Monthly Charges collected by the Mobile Home Park Operator for each Mobile Home Space, computed at one of the following rates, whichever is less:

(a) Seven and one half percent (7.5%) of the Gross Monthly Charges collected by the Mobile Home Park Operator.

(b) Twenty Five Dollars (\$25.00) per month for each Mobile Home Space which is leased by a Mobile Home Park Operator.

3.02 *Report of Gross Monthly Charges.* On or before the fifteenth (15<sup>th</sup>) day of each month after the effective date of this ordinance, every Mobile Home Park Operator shall file with the Treasurer of Washington County a report showing, for the preceding month:

(a) the number of Mobile Home spaces rented;

(b) the rent and other Gross Charges received for each space or received for services provided by the Mobile Home Park;

(c) the total Gross Monthly Charges received; and

(d) the tax due, as calculated pursuant to Section 3.01 of this Ordinance.

3.03 *Remittance of Tax.* At the same time the report required by Section 3.02 of this Ordinance is due, every Mobile Home Park Operator shall remit to the Treasurer of Washington County the amount of tax due pursuant to Section 3.01 of this Ordinance.

3.04 *Separate charge of Tenant prohibited.* The tax imposed by this Ordinance is upon the rental income received by the Mobile Home Park Operator, and is the sole responsibility of the Mobile Home Park Operator. It shall be unlawful for the Mobile Home Park Operator to separately charge said tax to any individual tenant..

### **4. Investigation and Audit of Tax**

4.01 *Investigation and Audit.* In the event that any Mobile Park Operator fails to collect and remit the tax imposed by this Ordinance, or fails to file a report as required by Section 3.02, or if the Treasurer has reasonable cause to believe an erroneous statement has been filed, the Treasurer or his designee may proceed to determine the amount due to the County, and in connection therewith, shall make such investigations and take such

testimony and other evidence as may be necessary; provided, however, that notice and opportunity to be heard be given by the Treasurer to any person, partnership, corporation, or other entity that may become liable for an amount determined by the Treasurer.

4.02 *Register of Tenants.* Every Mobile Home Park Operator shall keep and maintain on the premises of the Mobile Home Park a register showing the name, address, Vehicle Identification Number, date of commencement of occupancy, and date of termination of occupancy, and the amount of Gross Monthly Charges received, as to each Mobile Home space. Said register shall be kept up to date and shall be available at all reasonable times to inspection by the County Commissioners, the Treasurer, or their authorized representatives. Said register shall be retained by the Mobile Home Park Operator for at least five (5) years.

## **5. Penalties and Enforcement.**

5.01 *Penalty for Late Payment.* Failure to pay to the Treasurer the taxes imposed by this Ordinance when due shall be subject to a penalty of one percent (1%) per month.

5.02 *Misdemeanor.* Any Mobile Home Park Operator liable for the taxes imposed by this Ordinance who or which:

- (a) willfully fails to pay the taxes imposed by this Ordinance;
- (b) willfully fails to file any report required by this Ordinance;
- (c) willfully makes any false statement or misleading omission in any report filed pursuant to this Ordinance; or
- (d) willfully fails to maintain a register as required by this Ordinance

is guilty of a misdemeanor and upon conviction thereof, shall be fined not more than \$100.00 or imprisoned for not more than thirty (30) days or both for each offense; such fine or imprisonment in the discretion of the Court.

5.03 *Action to enforce.* In the event the Mobile Home Park Tax is not paid as required, the Office of the County Attorney or its designee may institute an action to recover said tax. The Mobile Home Park Operator which fails so to pay shall be responsible for the costs of such suit, including reasonable attorney's fees.

5.04 *Lien and enforcement same as County real property taxes.* If not paid as required

by this Ordinance, the Mobile Home Park Tax shall automatically constitute a lien against the Mobile Home Park, **i.e., the real estate upon which said park is operated, regardless of how titled,** and shall be levied, collected, and enforced in the same manner as are County real property taxes, and shall have the same priority and bear the same interest and penalties as County real property taxes for lien purposes.

**6. Effective Date, Severability and Repeal of Prior Resolution.**

6.01 *Effective Date.* This Ordinance shall take effect on \_\_\_\_\_, 20\_\_\_\_.

6.02 *Repeal of prior Resolution.* The Resolution of the Board of County Commissioners dated July 2, 1963, entitled "A Resolution Levying A Tax On Automobile Trailer Camps: Fixing The Amount And Providing For The Collection Thereof: And Prescribing Penalties For Violation Of The Resolution," is hereby repealed.

6.03 *Severability.* If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Ordinance which can be given effect without the invalid provision or application, and for this purpose the provisions of this Act are declared severable..



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Ethics Ordinance Revisions

**PRESENTATION DATE:** February 25, 2020

**PRESENTATION BY:** B. Andrew Bright, Assistant County Attorney

**RECOMMENDED ACTION:** Establish consensus and provide staff with direction to schedule proposed revisions to the Ethics Ordinance for public hearing.

**REPORT-IN-BRIEF:** Draft revisions to Ethics Ordinance are prepared that include items mandated by the Maryland State Ethics Commission and recommended by the Ad Hoc Ethics Ordinance Review Committee. Any revisions to the Ordinance would require a public hearing.

**DISCUSSION:** On November 12, 2019 the Ad Hoc Ethics Ordinance Review Committee presented recommendations to the Board of County Commissioners. The recommendations made reference to the changes issued by the State Ethics Commission, which must be adopted by local governments in order to comply with the requirements of Subtitle 8 of the Public Ethics Law (Code, Gen. Prov. Art., § 5-801, et seq.) and COMAR 19A.04. The Board took the recommendations under advisement for action at a later date.

The County Attorney's office has prepared the attached draft revisions to the Ethics Ordinance, which incorporate the changes to the Ethics Ordinance that were recommended by the Ad Hoc Committee as well as the State Ethics Commission. Several of the revisions are required by State Law, either for all local governments, or for local governments with lobbying provisions in their ordinance. Nevertheless, the revisions require a public hearing before enactment by the Board of County Commissioners.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Draft Revised Ethics Ordinance; Recommendations and Findings and Required changes issued by State Ethics Commission.

**AUDIO/VISUAL NEEDS:** None

## Recommendations and Findings of the the AD HOC Committee

The first meeting of the AD HOC Ethics Ordinance Review Committee occurred on July 8, 2019. The committee members include Julianna Albowicz, Carolyn Brooks, Ernie Crofoot, Don Stevenson, Ralph France, and Michelle Horst. Also present were Kirk Downey, County Attorney, Kendal McPeak, deputy county attorney, Wayne Keefer, County Commissioner and representing the public, Kimberly Jacobson, legal secretary, and Kristi Hart, the County Clerk.

Mr. Downey provided an overview of the Washington County Commissioners expectations of the committee. A copy of the Washington County Commissioners' minutes creating the AD HOC committee and a copy of the ordinance were given to each committee member. The committee understood it was to evaluate the Washington County Ethics Ordinance on an impartial basis as to its current usefulness to Washington County and also the policies, procedures and relationship of the Ethics Commission with the County Attorney's Office.

The current Washington County Ethics Ordinance was adopted and has been used by the county since 1982. The ordinance was originally drafted by the State of Maryland Ethics Commission, is designed for use by small and medium sized Maryland jurisdictions, and has been periodically updated at the request and direction of the the State of Maryland Ethics Commission. The ad hoc committee met six times and a public hearing was held by the committee on September 10, 2019. No member of the public appeared at the public hearing, but Commissioner Meinelschmidt was present and spoke briefly regarding a manner in which members could be appointed to the commission.

In summary, after a review of the ordinance and discussion with members of the Ethics Commission, the ad hoc committee believes that the ordinance is well suited for use by Washington County and should be retained as well as the relationship with the County Attorney's Office. The reasons are as follows:

First, the ad hoc committee, at the inception of this request, was advised that there were obvious problems with the ordinance which should be addressed. However, when the committee attempted to determine the nature of the problems, not one person came forward. We could not determine any problems with the ordinance. Individuals made suggestions for expanding the ordinance such as adding definitions to the ordinance and adding that certain relationships must be disclosed which would create a per se violation of the ordinance if not,

but, generally the ordinance is fine as it stands.

Secondly, members of the Ethics Commission indicated that in a recent case they wrestled with the terms "Prestige of office" and "private gain of another" There was a suggestion that those terms be defined, but we do not believe those terms necessarily need to be defined. Indeed, the commission members indicated they were able to interpret those terms as they are customarily understood in the community and reach a decision without difficulty. Neither were these terms ever defined by the State Ethics Ordinance.

Likewise, adding a section establishing relationships which would require disclosure or be a violation would not add to the ordinance and possibly expose totally innocent third parties to unnecessary liability. As you read the current Ethics Ordinance from beginning to end you will readily see that it is a well written and a comprehensive ordinance.

Third, the ordinance was originally presented to Washington County around 1982 by the State of Maryland and was adopted by the county as presented. It has periodically been updated at the direction of the State Ethics Commission, and the ordinance has withstood the test of time.

You could always change by amendment sections of the ordinance, but that would most likely require the changing of other sections to keep everything in a coherent format, and those changes would probably require additional changes. If the county wishes to make major changes, it probably would be best to just scrap the ordinance and start over, but that is beyond the scope of our duties.

A county commissioner made the suggestion that the Board of County Commissioners relinquish its right to appoint individuals to the Washington County Ethics Commission and turn that duty and responsibility over to various organizations (maybe five ?) in Washington County which would perform the appointment function.

The ad hoc committee believes its charge is to review the current ethics ordinance and the policies, procedures, and relationship between the Commission and the County Attorneys Office. It is not to review possible future political initiatives or amendments brought before the County Commissioners. This request regarding the manner of appointment of the Ethics Committee members is a political consideration within the realm of the Board of County Commissioners. We therefore do not address that proposal.

In addition to the above, we would like to address the requirements proposed from the State of Maryland Ethics Commission which should be added to our current ordinance:

1. Conflict of interest section relating to local governments

The first required change would be added to pages 5 and 7 of the ordinance and extends the time limit to one year for prohibition of lobbying after leaving local government.

## 2. Home addresses

The second recommended change removes the home addresses from copies of the disclosure statement of employees and could be placed on page 10 of the ordinance.

## 3.d Lobbying provisions

The two required provisions for lobbying could be placed on page 17 of the Ethics Ordinance. They prohibit a lobbyist from working for the county on something he/she worked on as an employee for one year. It also requires new employees to disclose the employer of the spouse if the spouse is a registered lobbyist.

## 4. Prestige of office provision

These three provisions are not mandatory but are recommended. It adds three situations which constitute violation of the prestige of office provision and could be included on page 17 of the ordinance. The recommended amendments by the State Ethics Commission do not conflict with our earlier recommendation declining to specifically define this term.

A. Influencing the award of a local contract to a specific person

B. Initiating a solicitation for a person to retain the compensated services for a particular lobbyist or firm.

C. Using public resources or title to solicit a political contribution regulated in accordance with the Election Law of the Maryland Code.

## 5. Changes to Schedule F of the disclosures form and internet access

We do not believe this relevant to county governments. However, counties have the right to mandate disclosures be placed on the web.

## 6. Disclosure requirements for lobbyists

Codifies the requirement that certain lobbyists who are disqualified for any reason from participating in a specific matter file a statement of recusal. This would be added to pages 17 or 18.

We believe the suggested amendments required by the State Ethics Commission be drafted by the County Attorney and presented to the State Ethics Commission for its approval and then be adopted by the County Commissioners.

In closing .....



In closing, everyone on the committee was fully cognizant that the term "ethics" encompasses and can be defined in a far broader sense than the subject matter the county can include by law in its local ethics ordinance. The Washington County Ethics Ordinance regulates conflicts of interest, and requires yearly statements of possible disclosures of possible conflicts. It is a solid ordinance, originally prepared by the State of Maryland Ethics Commission and has been in effect in one form or another in Washington County for about 35 to 40 years. We believe it achieves a balance of requiring sufficient disclosures without being unduly burdensome on the personnel it regulates and that it clearly establishes an ethical framework for county government.

In closing, I would like to thank.....

Changes that **must** be adopted for local government compliance with the requirements of Subtitle 8 of the Public Ethics Law or COMAR 19A.04.:

1. 5-504(d)(2). Precludes Governor, Lieutenant Governor, AG, Comptroller, Treasurer or a Member of the General Assembly from lobbying (legislative matters) for one calendar year after leaving office. *Needs to be added to the conflict of interest section covering local elected officials.*
2. 5-606(a)(3). Effective January 1, 2019, Commission may not provide public access to the portion of a financial disclosure statement that includes an individual's home address as identified by the individual (i.e. the Commission must redact the information before making it publicly available). Applies to all statements, whether posted on the Internet or viewable only in the Office. *Home addresses should be redacted from public disclosure. Local employees and elected officials don't have to worry about the public being able to see their home address on their filings submitted after January 1, 2019.*

Changes that **must** be adopted for local government compliance with the requirements of Subtitle 8 of the Public Ethics Law or COMAR 19A.04. for those local governments with **lobbying provisions**:

1. 5-501(a-1). Adds new subsection prohibiting former lobbyists who become a public official or State employee (i.e. take job with the State) from participating in a case, contract or other specific matter for 1 calendar year after terminating their registrations if they previously assisted or represented another party in the matter (a "reverse" post-employment restriction for lobbyists). Does not apply to uncompensated or minimally compensated (less than 25% of grade 16) board/commission members or elected officials. *ONLY FOR JURISDICTIONS WITH LOBBYING PROVISIONS. Needs to be added the conflict of interest provisions to cover employees compensated over a certain amount.*
2. 5-607(i). Adds another category to Schedule H – for a statement filed on or after January 1, 2019, if the filer's spouse is a regulated lobbyist, must disclose the entity that has engaged the spouse to lobby. *ONLY FOR JURISDICTIONS WITH LOBBYING PROVISIONS. Requires spouses of lobbyists to disclose the entities that engage the lobbyist spouse on their annual disclosure filings.*

Changes that **may** be adopted if the local government chooses:

1. 5-101(t). Removes "exchange-traded funds" from the definition of "interest". An ETF is a diversified collection of assets (like a mutual fund) that trades on an exchange (like a stock). *Now, as is the case with mutual funds, financial disclosure filers will no longer have to disclose interests they hold in ETFs.*
2. 5-506. Adds three specific circumstances that constitute violation of the prestige of office provision (influencing the award of a State or local contract to a specific person; initiating a solicitation for a person to retain the compensated services of a particular lobbyist or firm; using public resources or title to solicit a political contribution regulated in accordance with the Election Law Article). In the last situation, employees and public officials may not use title or public resources, State officials may not use public

resources. *The State Ethics Commission has already interpreted these kinds of actions to be in violation of the prestige of office provision. Local governments are able to include these specific circumstances in their law if they would like or any other for clarifying purposes.*

3. 5-607(g). Changes the Schedule F disclosure (indebtedness to entities doing business with the State) to indebtedness to entities doing business with or regulated by the individual's governmental unit. *Instead of disclosing all indebtedness to entities doing business with the local government, only debts with entities doing business with the specific governmental unit must be disclosed by filers.*
4. 5-606(a)(2). Effective January 1, 2019, Ethics Commission must provide Internet access, through an online registration program, to financial disclosure statements submitted by State officials, candidates for office as State officials, and Secretaries of a principal department of the Executive Branch. *Local governments can now decide to put the local disclosure forms online for public viewing.*
5. 5-704. Codifies disclosure requirements for lobbyists who serve on State boards and commissions. Also codifies a requirement for such a lobbyist who is disqualified from participating in a specific matter to file a statement of recusal with the board or commission. *ONLY FOR JURISDICTIONS WITH LOBBYING PROVISIONS. Requires lobbyists who serve on local boards to submit disclosure forms that mirror the forms for local elected officials.*

# WASHINGTON COUNTY, MARYLAND

## ETHICS ORDINANCE

Adopted and Effective: ~~September 27, 2011~~\_\_\_\_\_

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**Section 1. Short title.**

This Ordinance may be cited as the Washington County, Maryland Ethics Ordinance.

**Section 2. Applicability.**

The provisions of this ordinance apply to all Washington County elected officials, employees, and appointees to boards and commissions of Washington County.

**Section 3. Ethics Commission.**

- (a) There is a Washington County Ethics Commission that consists of 5 members appointed by the Board of County Commissioners.
- (b) The Commission shall:
  - (1) Devise, receive, and maintain all forms required by this ordinance;
  - (2) Develop procedures and policies for advisory opinion requests and provide published advisory opinions to persons subject to this ordinance regarding the applicability of the provisions of this ordinance to them;
  - (3) Develop procedures and policies for the processing of complaints to make appropriate determinations regarding complaints filed by any person alleging violations of this ordinance; and
  - (4) Conduct a public information program regarding the purposes and application of this ordinance.
- (c) The County Attorney shall advise the Commission.
- (d) The Commission shall certify to the State Ethics Commission on or before October 1 of each year that the County is in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland, for elected local officials.

- (e) The Commission shall determine if changes to this ordinance are required to be in compliance with the requirements of State Government Article, Title 15, Subtitle 8, Annotated Code of Maryland, and shall forward any recommended changes and amendments to the Board of County Commissioners for enactment.
- (f) The Commission may adopt other policies and procedures to assist in the implementation of the Commission's programs established in this ordinance.

#### **Section 4. Conflicts of interest.**

- (a) In this section, "qualified relative" means a spouse, parent, child, or sibling.
- (b) All County elected officials, officials appointed to County boards and commissions subject to this ordinance, and employees are subject to this section.
- (c) Participation prohibitions. Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
  - (1) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee, or a qualified relative of the official or employee has an interest.
  - (2) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
    - (i) A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
    - (ii) A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;

- (iii) A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating employment or has any arrangement concerning prospective employment;
  - (iv) If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
  - (v) An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
  - (vi) A business entity that:
    - (A) The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
    - (B) As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (3) A person who is disqualified from participating under paragraphs (1) or (2) of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
  - (ii) The disqualified official or employee is required by law to act; or



- (iii) The disqualified official or employee is the only person authorized to act.
  - (4) The prohibitions of paragraph 1 and 2 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.
- (d) Employment and financial interest restrictions.
- (1) Except as permitted by regulation of the Commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
    - (i) Be employed by or have a financial interest in any entity:
      - (A) Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
      - (B) That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
    - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
  - (2) This prohibition does not apply to:
    - (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
    - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
    - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not

create a conflict of interest or the appearance of a conflict of interest, as permitted by and in accordance with regulations adopted by the Commission; or

- (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(e) Post-employment limitations and restrictions.

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

- (2) ~~Until the conclusion of the next regular session that begins after the elected official leaves~~For one calendar year after the date of leaving office, a former member of the Board of County Commissioners may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(f) Contingent compensation. Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(g) Use of prestige of office.

- (1) An official or employee may not intentionally use the prestige of office or public position:

- (i) for that official's or employee's private gain or that of another; or

- (ii) to influence, except as part of the official duties of the official or employee or as a usual and customary constituent service without additional compensation, the award of a State or local contract to a specific person.

(2) An official may not directly or indirectly initiate a solicitation for a person to retain the compensated services of a particular regulated lobbyist or lobbying firm.

(3) An official or employee may not use public resources or the title of the public official or employee to solicit a political contribution that is regulated in accordance with the Election Law Article.

~~(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.~~

~~(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected local official without additional compensation.~~

(h) Solicitation and acceptance of gifts.

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

(i) Is doing business with or seeking to do business with the County office, agency, board, or commission with which the official or employee is affiliated;

(ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;

(iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or

- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.
- (4) Paragraph (5) of this subsection does not apply to a gift:
- (i) That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;
  - (ii) Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or
  - (iii) Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.
- (5) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:
- (i) Meals and beverages consumed in the presence of the donor or sponsoring entity;
  - (ii) Ceremonial gifts or awards that have insignificant monetary value;
  - (iii) Unsolicited gifts of nominal value that do not exceed \$20 in cost or trivial items of informational value;
  - (iv) Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;
  - (v) Gifts of tickets or free admission extended to an elected local official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;
  - (vi) A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a

finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

- (vii) Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or
  - (viii) Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is in not related in any way to the official's or employee's official position.
- (i) Disclosure of confidential information. Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.
- (j) Participation in procurement.
- (1) An individual or a person that employs an individual who assists a County agency in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.
  - (2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

## **Section 5. Financial disclosure -local elected officials and candidates to be local elected officials.**

- (a)(1) This section applies to all local elected officials and candidates to be local elected officials.

(2) Except as provided in subsection (b) of this section, a local elected official or a candidate to be a local elected official shall file the financial disclosure statement required under this section:

- (i) On a form provided by the Commission;
- (ii) Under oath or affirmation; and
- (iii) With the Commission.

(3) Deadlines for filing statements.

- (i) An incumbent local elected official shall file a financial disclosure statement annually no later than April 30 of each year for the preceding calendar year.
- (ii) An individual who is appointed to fill a vacancy in an office for which a financial disclosure statement is required and who has not already filed a financial disclosure statement shall file a statement for the preceding calendar year within 30 days after appointment.
- (iii) (A) An individual who, other than by reason of death, leaves an office for which a statement is required shall file a statement within 60 days after leaving the office.

(B) The statement shall cover:

- 1. The calendar year immediately preceding the year in which the individual left office, unless a statement covering that year has already been filed by the individual; and
- 2. The portion of the current calendar year during which the individual held the office.

(b) Candidates to be local elected officials.

- (1) Except for an official who has filed a financial disclosure statement under another provision of this section for the reporting period, a candidate to be an elected local official shall file under a financial disclosure statement each year beginning

with the year in which the certificate of candidacy is filed through the year of the election.

(2) A candidate to be an elected local official shall file a statement required under this section:

- (i) In the year the certificate of candidacy is filed, no later than the filing of the certificate of candidacy;
- (ii) In the year of the election, on or before the earlier of April 30 or the last day for the withdrawal of candidacy; and
- (iii) In all other years for which a statement is required, on or before April 30.

(3) A candidate to be an elected official:

- (i) May file the statement required under § 5(b)(2)(i) of this ordinance with the County Clerk or Board of Elections with the certificate of candidacy or with the Commission prior to filing the certificate of candidacy; and
- (ii) Shall file the statements required under § 5(b)(2)(ii) and (iii) with the Commission.

(4) If a candidate fails to file a statement required by this section after written notice is provided by the County Clerk or Board of Elections at least 20 days before the last day for the withdrawal of candidacy, the candidate is deemed to have withdrawn the candidacy.

(5) The County Clerk or Board of Election may not accept any certificate of candidacy unless a statement has been filed in proper form.

(6) Within 30 days of the receipt of a statement required under this section, the County Clerk or Board of Elections shall forward the statement to the Commission or the office designated by the Commission.

(c) Public record.

(1) The Commission or office designated by the Commission shall maintain all financial disclosure statements filed under this section.

- (2) Financial disclosure statements shall be made available during normal office hours for examination and copying by the public subject to reasonable fees and administrative procedures established by the Commission. Provided however, that the Commission may not provide any public access to a portion of a statement that includes an individual's home address that the individual has identified as the individual's home address.
- (3) If an individual examines or copies a financial disclosure statement, the Commission or the office designated by the Commission shall record:
- (i) The name and home address of the individual reviewing or copying the statement; and
  - (ii) The name of the person whose financial disclosure statement was examined or copied.
- (4) Upon request by the official or employee whose financial disclosure statement was examined or copied, the Commission or the office designated by the Commission shall provide the official with a copy of the name and home address of the person who reviewed the official's financial disclosure statement.
- (d) Retention requirements. The Commission or the office designated by the Commission shall retain financial disclosure statements for four years from the date of receipt.
- (e) Contents of statement.
- (1) Interests in real property.
    - (i) A statement filed under this section shall include a schedule of all interests in real property wherever located.
    - (ii) For each interest in real property, the schedule shall include:
      - (A) The nature of the property and the location by street address, mailing address, or legal description of the property;



- (B) The nature and extent of the interest held, including any conditions and encumbrances on the interest;
- (C) The date when, the manner in which, and the identity of the person from whom the interest was acquired;
- (D) The nature and amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired;
- (E) If any interest was transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and the identity of the person to whom the interest was transferred; and
- (F) The identity of any other person with an interest in the property.

(2) Interests in corporations and partnerships.

- (i) A statement filed under this section shall include a schedule of all interests in any corporation, partnership, limited liability partnership, or limited liability corporation, regardless of whether the corporation or partnership does business with the County. Provided however, that for purposes of this subsection, "interest" shall not include a mutual fund or exchange-traded fund that is publicly traded on a national scale unless the mutual fund or exchange-traded fund is composed primarily of holdings of stocks and interests in a specific sector or area that is regulated by Washington County government.
- (ii) For each interest reported under this paragraph, the schedule shall include:
  - (A) The name and address of the principal office of the corporation, partnership, limited liability partnership, or limited liability corporation;

- (B) The nature and amount of the interest held, including any conditions and encumbrances on the interest;
  - (C) With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received for the interest, and, if known, the identity of the person to whom the interest was transferred; and
  - (D) With respect to any interest acquired during the reporting period:
    - 1. The date when, the manner in which, and the identity of the person from whom the interest was acquired; and
    - 2. The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.
- (iii) An individual may satisfy the requirement to report the amount of the interest held under item (B)(2) of this paragraph by reporting, instead of a dollar amount:
- (A) For an equity interest in a corporation, the number of shares held and, unless the corporation's stock is publicly traded, the percentage of equity interest held; or
  - (B) For an equity interest in a partnership, the percentage of equity interest held.
- (3) Interests in business entities doing business with County.
- (i) A statement filed under this section shall include a schedule of all interests in any business entity that does business with the County, other than interests reported under paragraph (2) of this subsection.
  - (ii) For each interest reported under this paragraph, the schedule shall include:

- (A) The name and address of the principal office of the business entity;
- (B) The nature and amount of the interest held, including any conditions to and encumbrances in the interest;
- (C) With respect to any interest transferred, in whole or in part, at any time during the reporting period, a description of the interest transferred, the nature and amount of the consideration received in exchange for the interest, and, if known, the identity of the person to whom the interest was transferred; and
- (D) With respect to any interest acquired during the reporting period:
  - 1. The date when, the manner in which, and the identity of the person from whom the interest was acquired; and
  - 2. The nature and the amount of the consideration given in exchange for the interest or, if acquired other than by purchase, the fair market value of the interest at the time acquired.

(4) Gifts.

- (i) A statement filed under this section shall include a schedule of each gift in excess of \$20 in value or a series of gifts totaling \$100 or more received during the reporting period from or on behalf of, directly or indirectly, any one person who does business with or is regulated by the County.
- (ii) For each gift reported, the schedule shall include:
  - (A) A description of the nature and value of the gift; and
  - (B) The identity of the person from whom, or on behalf of whom, directly or indirectly, the gift was received.

(5) Employment with or interests in entities doing business with County.

- (i) A statement filed under this section shall include a schedule of all offices, directorships, and salaried employment by the individual or member of the immediate family of the individual held at any time during the reporting period with entities doing business with the County.
  - (ii) For each position reported under this paragraph, the schedule shall include:
    - (A) The name and address of the principal office of the business entity;
    - (B) The title and nature of the office, directorship, or salaried employment held and the date it commenced; and
    - (C) The name of each County agency with which the entity is involved.
- (6) Indebtedness to entities doing business with the County.
- (i) A statement filed under this section shall include a schedule of all liabilities, excluding retail credit accounts, to persons doing business with the County owed at any time during the reporting period:
    - (A) By the individual; or
    - (B) By a member of the immediate family of the individual if the individual was involved in the transaction giving rise to the liability.
  - (ii) For each liability reported under this paragraph, the schedule shall include:
    - (A) The identity of the person to whom the liability was owed and the date the liability was incurred;
    - (B) The amount of the liability owed as of the end of the reporting period;
    - (C) The terms of payment of the liability and the extent to which the principal amount of the liability was increased or reduced during the year; and

(D) The security given, if any, for the liability.

(7) A statement filed under this section shall include a schedule of the immediate family members of the individual employed by the County in any capacity at any time during the reporting period.

(8) Sources of earned income.

(i) A statement filed under this section shall include a schedule of the name and address of each place of employment and of each business entity of which the individual or a member of the individual's immediate family was a sole or partial owner and from which the individual or member of the individual's immediate family received earned income, at any time during the reporting period.

(ii) A minor child's employment or business ownership need not be disclosed if the agency that employs the individual does not regulate, exercise authority over, or contract with the place of employment or business entity of the minor child.

(9) Whether the individual's spouse is a regulated lobbyist, and if so, the name and address of each entity that has engaged the spouse for lobbying purposes

~~(9)~~ (10) A statement filed under this section may also include a schedule of additional interests or information that the individual making the statement wishes to disclose.

(f) For the purposes of § 5(e)(1), (2), and (3) of this ordinance, the following interests are considered to be the interests of the individual making the statement:

(1) An interest held by a member of the individual's immediate family, if the interest was, at any time during the reporting period, directly or indirectly controlled by the individual.

- (2) An interest held by a business entity in which the individual held a 30% or greater interest at any time during the reporting period.
- (3) An interest held by a trust or an estate in which, at any time during the reporting period:
  - (i) The individual held a reversionary interest or was a beneficiary; or
  - (ii) If a revocable trust, the individual was a settlor.
- (g)(1) The Commission shall review the financial disclosure statements submitted under this section for compliance with the provisions of this section and shall notify an individual submitting the statement of any omissions or deficiencies.
- (2) The County Ethics Commission may take appropriate enforcement action to ensure compliance with this section.

**Section 6. Financial disclosure -employees and appointed officials.**

- (a) This section only applies to the following appointed officials and employees:
  - (1) County Administrator;
  - (2) County Clerk;
  - (3) Director of Budget and Finance;
  - (4) County Attorney;
  - (5) All division directors and departmental heads;
  - (6) Members of all boards, commissions, and committees appointed by the Board of County Commissioners; and
  - (7) Members of all boards, commissions, and committees appointed by the Governor of the State of Maryland where such boards, commissions, and committees are declared by the State Ethics Commission not to be executive agencies of the state government.

- (b) A statement filed under this section shall be filed with the Commission under oath or affirmation.
- (c) On or before April 30 of each year during which an official or employee holds office, an official or employee shall file a statement disclosing gifts received during the preceding calendar year from any person that contracts with or is regulated by County, including the name of the donor of the gift and the approximate retail value at the time of receipt.
- (d) An official or employee shall disclose employment and interests that raise conflicts of interest or potential conflicts of interest in connection with a specific proposed action by the employee or official sufficiently in advance of the action to provide adequate disclosure to the public.
- (e) The Commission shall maintain all disclosure statements filed under this section as public records available for public inspection and copying as provided in § 5(c) and (d) of this ordinance.

#### **Section 7. Lobbying.**

- (a) A person shall file a lobbying registration statement with the Commission if the person:
  - (1) Personally appears before a County official or employee with the intent to influence that person in performance of the official duties of the official or employee; and
  - (2) In connection with the intent to influence, expends or reasonably expects to expend in a given calendar year in excess of \$100 on food, entertainment, or other gifts for officials or employees of County.
- (b) A person shall file a registration statement required under this section on or before the later of January 15 of the calendar year or within 5 days after first performing an act that requires registration in the calendar year.
- (c)(1) The registration statement shall identify:
  - (i) The registrant;

- (ii) Any other person on whose behalf the registrant acts; and
  - (iii) The subject matter on which the registrant proposes to make appearances specified in subsection (a) of this section.
- (2) The registration statement shall cover a defined registration period not to exceed one calendar year.
- (d) Within 30 days after the end of any calendar year during which a person was registered under this section, the person shall file a report with the Commission disclosing:
  - (1) The value, date, and nature of any food, entertainment, or other gift provided to a County official or employee; and
  - (2) If a gift or series of gifts to a single official or employee exceeds \$25 in value, the identity of the official or employee.
- (e) The Commission shall maintain the registrations and reports filed under this section as public records available for public inspection and copying for four years after receipt by the Commission.
- (f) A former regulated lobbyist who is or becomes subject to regulation under this Ordinance as a public official or employee may not participate in a case, contract, or other specific matter as a public official or employee for one calendar year after the termination of the registration of the former regulated lobbyist if the former regulated lobbyist previously assisted or represented another party for compensation in the matter. Provided however, that this subsection does not apply to an individual who is a public official only as a member of a board and who receives no compensation or annual compensation that is less than 25% of the lowest annual compensation of Maryland State employees at grade level 16.
- (g) In the event a regulated lobbyist is appointed to serve on a board or commission, or in the event that a board or commission member becomes subject to the lobbying regulations, the regulated lobbyist shall, within five (5) calendar days of the dual status, file a report



under penalty of perjury with the Commission, with a copy sent to the appointing authority, providing the following information:

(1) For any current representation of a person for compensation before County government, except in a judicial or quasi-judicial proceeding:

- i. The name of the regulated lobbyist;
- ii. The person or entity represented for compensation;
- iii. The name of the State agency;
- iv. The services performed; and
- v. The monetary consideration;

(2) For any current representation of a State agency for compensation, any contractual relationship with State government, or any transaction with State government for monetary consideration:

- i. The name of the regulated lobbyist;
- ii. The name of the agency or governmental unit with which the regulated lobbyist has a financial relationship; and
- iii. The services performed or details of any contractual relationship or the transaction entered into;

(3) For any current interest held by the regulated lobbyist, the regulated lobbyist's spouse or dependent children, together or separately having either 10 percent or more of the capital stock, or stock worth \$35,000 or more, in a corporation subject to regulation by or doing business with the County, or any interest in a partnership, limited liability partnership, or limited liability company subject to regulation by or doing business with the County:

- i. The name of the regulated lobbyist;
- ii. The name of the immediate family member and relationship for any interest held together or separately;
- iii. The name of the corporation, partnership, limited liability partnership, or limited liability company; and
- iv. The nature of the interest held;

- (4) The primary employer of the spouse of the regulated lobbyist; and
- (5) The name of any business entity from which the regulated lobbyist or the spouse of the regulated lobbyist receives earned income as a result of an ownership interest in the business.
- (h) The regulated lobbyist shall update the information required by subsection (g) of this regulation as required to reflect the regulated lobbyist's current registrations throughout each reporting period.
- (i) Whenever an issue arises within the board or commission related to the information disclosed in accordance with subsection (g) of this Section, the regulated lobbyist member shall submit a statement of recusal from discussion of, voting on, or any other action required by the circumstances concerning the issue:
  - (1) On a form provided by the Commission;
  - (2) To the board or commission for inclusion in the minutes of the meeting;
  - (3) Under oath or affirmation;
  - (4) Which includes:
    - i. The name of the regulated lobbyist;
    - ii. The subject area of the conflict; and
    - iii. The reason for the recusal.

## **Section 8. Exemptions and modifications.**

The Commission may grant exemptions and modifications to the provisions of Sections 4 and 6 of this ordinance to employees and to appointed members of County Boards and Commissions, when the Commission finds that an exemption or modification would not be contrary to the purposes of this ordinance, and the application of this ordinance would:

- (a) Constitute an unreasonable invasion of privacy; and

- (b) Significantly reduce the availability of qualified persons for public service.

#### **Section 9. Enforcement.**

- (a) The Commission may:

- (1) Assess a late fee of \$2 per day up to a maximum of \$250 for a failure to timely file a financial disclosure statement required under §§ 5 or 6 of this ordinance;
- (2) Assess a late fee of \$10 per day up to a maximum of \$250 for a failure to file a timely lobbyist registration or lobbyist report required under § 7 of this ordinance; and
- (3) Issue a cease and desist order against any person found to be in violation of this ordinance.

- (b)(1) Upon a finding of a violation of any provision of this ordinance, the Commission may:

- (i) Issue an order of compliance directing the respondent to cease and desist from the violation;
  - (ii) Issue a reprimand; or
  - (iii) Recommend to the appropriate authority other appropriate discipline of the respondent, including censure or removal if that discipline is authorized by law.
- (2) If the Commission finds that a respondent has violated § 7 of this ordinance, the Commission may:
    - (i) Require a respondent who is a registered lobbyist to file any additional reports or information that reasonably related to the information that is required under § 7 of this ordinance;
    - (ii) Impose a fine not exceeding \$5,000 for each violation; and
    - (iii) Suspend the registration of an individual registered lobbyist if the Commission finds that the lobbyist has knowingly and willfully violated § 7 of this ordinance or

has been convicted of a criminal offense arising from lobbying activities.

(c)(1) Upon request of by the Commission, the County Attorney may file a petition for injunctive or other relief in the Circuit Court of Washington County, or in any other court having proper venue for the purpose of requiring compliance with the provisions of this ordinance.

(2)(i) The court may:

(A) Issue an order to cease and desist from the violation;

(B) Except as provided in subparagraph (ii) of this paragraph, void an official action taken by an official or employee with a conflict of interest prohibited by this ordinance when the action arises from or concerns the subject matter of the conflict and if the legal action is brought within 90 days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public; or

(C) Impose a fine of up to \$5,000 for any willful violation of the provisions of this ordinance, with each day upon which the violation occurs constituting a separate offense.

(ii) A court may not void any official action appropriating public funds, levying taxes, or providing for the issuance of bonds, notes, or other evidences of public obligations.

(d) In addition to any other enforcement provisions in this ordinance, a person who the Commission or a court finds has violated this ordinance:

(1) Is subject to termination or other disciplinary action; and

(2) May be suspended from receiving payment of salary or other compensation pending full compliance with the terms of an order of the Commission or a court.

(e) A County official or employee found to have violated this ordinance is subject to disciplinary or other appropriate personnel action, including

removal from office, disciplinary action, suspension of salary, or other sanction.

- (f) Violation of § 7 of this ordinance shall be a misdemeanor subject to a fine of up to \$10,000 or imprisonment of up to one year.
- (g) A finding of a violation of this ordinance by the Commission is public information.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Agreement between City of Hagerstown and Board of County Commissioners for the NorthPoint Development Project Roadway Improvements.

**PRESENTATION DATE:** Tuesday, February 25, 2020

**PRESENTATION BY:** Jonathan Horowitz, Business Leader, Business Development, & Jill Thompson, Director of Community and Economic Development, City of Hagerstown

**RECOMMENDED MOTION:** Motion to approve the Agreement between the City of Hagerstown (“City”) and the Board of County Commissioners (“County”) for the funding towards reconstruction of Wesel Boulevard.

**REPORT-IN-BRIEF:** The proposed NorthPoint development includes 2.2 million square feet of new warehouse construction (four buildings) and a \$139 million investment with the possibility of 1500+ jobs. Buildings 1 & 3 are planned to start construction in March 2020 with completion December 2020. Buildings 2 & 4 are planned to start construction in March 2021 with completion December 2021. The current conditions of Wesel Boulevard are not adequate for the scope of this project, and Wesel Boulevard will need significant improvements. Determination of funding for the roadway improvement will allow NorthPoint’s full acquisition of all property and certainty of an approved project.

**DISCUSSION:** The pavement on Wesel Boulevard was designed for 8,000 vehicles per day and a maximum of 960 trucks per day. The road currently conveys around 13,000 vehicles per day and about 750 trucks daily. The approved Traffic Impact Study for the development projects that at full build out in 2022, the average daily traffic for Wesel Blvd would be upwards of 17,000 (more than twice the original pavement design volume) and the number of trucks would be upwards of 1,500 trucks daily (almost 40% more than designed). The NorthPoint development truck traffic will cause widespread pavement failure on Wesel Boulevard. As a condition of approving their site plans, we recommend the attached Agreement be approved to stipulate that they contribute to the reconstruction of Wesel Boulevard. The roadway improvement costs are still unknown but for the entire street could be as much as \$6,000,000.

The Agreement between the City and the County represent a public-private partnership for funding the roadway infrastructure improvements necessary for this development project to move forward, consistent with the economic development mission of the County through the Making Connections Campaign. It is through such City and County partnership efforts that we realize growth of the tax base and creation of new jobs.

**FISCAL IMPACT:** The Agreements confirm funding up to \$6,000,000 and define respective roles and contributions from the City, County and Developer.

**CONCURRENCES:** Kirk Downey, County Attorney/Interim County Administrator

**ATTACHMENTS:** Proposed Concept Drawing, Agreement

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

**Agreement between the City of Hagerstown and the  
Board of County Commissioners for the  
Reconstruction of Wesel Boulevard**

This Agreement between the City of Hagerstown and the Board of County Commissioners for the Reconstruction of Wesel Boulevard ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Mayor and Council of the City of Hagerstown, Maryland, a body corporate and politic ("City"), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County"). The City and the County may sometimes be referred to in this Agreement individually as a Party or and collectively as the Parties.

**RECITALS**

WHEREAS, NorthPoint Development, LLC, a Missouri limited liability company with its principal place of business in Riverside, Missouri ("NorthPoint") is under contract to purchase parcels of land located on the north and south side of Wesel Boulevard in the City of Hagerstown and has undertaken to develop a site consisting of 2.2 million square feet of new warehouse construction to include four buildings and a \$139 million investment with the possibility of 1500 jobs (hereinafter referred to as the "Development"), as more fully detailed on the drawing attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the parties recognize that the Development will benefit each of them by the provision of new jobs and additional tax revenue, among other advantages;

WHEREAS, NorthPoint has obtained from the City site plan approval for Buildings 1 & 3 and concept plan approval for Buildings 2 & 4;

WHEREAS, the City and NorthPoint acknowledge that the Development will generate significant additional traffic that will utilize Wesel Boulevard;

WHEREAS, the City and NorthPoint acknowledge certain deficiencies with Wesel Boulevard's pavement such that in its current form the pavement cannot sustain the additional traffic to be generated by the Development and have made improving the road a condition of site plan approval for the first phase of the project;

WHEREAS, NorthPoint is required as part of the Development's site plan approval to address the inadequacies of transportation infrastructure in the region in

order to mitigate the impact of traffic generated by the Development on the public transportation infrastructure;

WHEREAS, by way of a separate written agreement known as the Agreement for the Reconstruction of Wesel Boulevard and executed on February \_\_\_, 2020, NorthPoint and the City have agreed to address and satisfy NorthPoint's transportation infrastructure obligations ("the Improvements"), as well as other matters relating thereto ("the City/NorthPoint Agreement");

WHEREAS, the City/NorthPoint Agreement provides that the City shall project manage the construction of the Improvements;

WHEREAS, the City/NorthPoint Agreement provides that the total cost of the transportation and infrastructure improvements will be approximately \$6,000,000, of which NorthPoint shall pay \$1,800,000 (regardless of the final cost of the Improvements), and the City will fund up to \$4,200,000, as the local share from public sources, including the City and Washington County (the "Local Share"),

WHEREAS, the City/NorthPoint Agreement anticipates that the County shall contribute funds toward the Local Share;

WHEREAS, the parties are entering into this Agreement in order to define their respective obligations with respect to the County's contribution towards the Local Share;

WHEREAS, the Improvements are consistent with the goals of the County's Making Connection Campaign;

WHEREAS, in the event that the cost of the Improvements exceeds \$6,000,000, the City and County shall negotiate in good faith and enter into a written addendum to this Agreement, in order to address an equitable contribution by each to the Local Share; and

WHEREAS, the Parties deem this Agreement to be mutually beneficial to contribute towards infrastructure improvements to Wesel Boulevard in order to spur significant economic development and private investment in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:



1. Recitals. The foregoing recitals be and are hereby incorporated herein by reference.
2. The City shall pay 35.7 % of the Local Share, which is estimated by the Parties to be up to \$1,500,000.
3. The County shall pay 64.3 % of the Local Share, which is estimated by the Parties to be up to \$2,700,000. If the County seeks outside funding sources, the County will review Agreements for said funding with the City prior to execution for acceptance of funding conditions that could affect the costs and/or timeline of the Improvements.
4. The respective contributions of each party shall be adjusted proportionally in the event that the total Local Share is less than \$4.2 million due to cost savings.

By way of examples:

Total cost of Improvements	\$6,000,000	\$5,300,000
NorthPoint	<u>-\$1,800,000</u>	<u>-\$1,800,000</u>
<b>Local Share</b>	<b>\$4,200,000</b>	<b>\$3,500,000</b>
City (35.7%)	\$1,500,000	\$1,249,500
County (64.3%)	\$2,700,000	\$2,250,500

5. Timing of Payments. Within thirty (30) days of each of the City's payments to its contractor(s) for the Improvements, the County shall make its proportionate contribution to the Local Share to the City, in accordance with the formula set forth in the previous Paragraph. The City/NorthPoint Agreement contains a Non-completion/Clawback Provision. In the event that NorthPoint is required to repay the City as a result of said provision, the City will repay to the County the proportional contribution of the Local Share that the County paid to the City. No payments shall be due from the County until after NorthPoint has paid \$1,800,000 toward the Improvements.
6. Entire Agreement; Modification. This Agreement, and the Exhibit incorporated herein by reference, constitutes the entire Agreement between the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing signed by authorized representatives of the Parties.
7. Severability. If any provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall

not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

8. Waiver. Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.
9. Survival. The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.
10. Counterparts/Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.
11. Successors Bound. This Agreement shall be binding on and shall insure to the benefit of the successors, assigns, heirs and legal representatives of the parties hereto.
12. Notices. All notices and correspondence under or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier to the other Party at:

If to the City:

City Clerk  
1 West Franklin Street  
Hagerstown, MD 21740

With a courtesy copy to:

Jason Morton  
Salvatore & Morton, LLC  
82 West Washington Street, Suite 100  
Hagerstown, Maryland 21740

If to the County:

County Clerk

100 West Washington Street  
Hagerstown, MD 21740

With a courtesy copy to:  
Kirk C. Downey, County Attorney  
100 West Washington Street  
Hagerstown, Maryland 21740

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly  
executed and delivered.

ATTEST:

MAYOR AND CITY COUNCIL OF  
HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler, Clerk

By:\_\_\_\_\_  
Robert E. Bruchey, II, Mayor

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Jason Morton, City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY,  
MARYLAND

\_\_\_\_\_  
Krista A. Hart, Clerk

By:\_\_\_\_\_  
Jeffrey A. Cline, President

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
Kirk C. Downey, County Attorney

vs. 02.13.20

## Exhibit A



# **HAGERSTOWN LOGISTICS CENTER**

HAGERSTOWN : MARYLAND

74.6

MM SF

INDUSTRIAL SPACE **DEVELOPED**  
& **MANAGED** SINCE 2012

\$6.5+

BILLION

TOTAL CAPITAL **RAISED**  
SINCE 2012

13.3

MM SF

INDUSTRIAL SPACE CURRENTLY  
**UNDER CONSTRUCTION**

14.2

MM SF

INDUSTRIAL SPACE  
**LEASED** IN 2019

164+ INDUSTRIAL**CLIENTS**

References available from our clients; a few are represented below





ECONOMICIMPACT

	SF	JOBS*	CAPITAL INVESTMENT
Building 1	± 1,004,194 SF	± 672	\$63,050,000
Building 2	± 794,872 SF	± 532	\$49,905,000
Building 3	± 177,673 SF	± 119	\$11,150,000
Building 4	± 241,800 SF	± 162	\$15,180,000
TOTAL	± 2,218,539 SF	± 1,485	\$139,285,000



ANTICIPATED PROJECT BUDGET

Current Projected Budget	\$5,899,290
NorthPoint Development Contribution	\$1,800,000

\* Jobs created based on 0.67 jobs per 1,000 SF bldg space

