



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

July 28, 2020

OPEN SESSION AGENDA

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

- 10:00 AM** **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
- 10:05 AM** **APPROVAL OF MINUTES:** *June 25, 2020*
- 10:10 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:20 AM** **STAFF COMMENTS**
- 10:25 AM** **SOLE SOURCE PROCUREMENT (PUR1478) PURE STORAGE FLASH ARRAY UPGRADE** – *Rick Curry, Director, Purchasing; Josh O'Neal, Director, Information System*
- 10:30 AM** **PUBLIC HEARING: PARKING RESOLUTION REVISION** – *Sheriff Douglas Mullendore*
- 11:00 AM** **PUBLIC HEARING: BROWNFIELD REVITALIZATION INCENTIVE PROGRAM ORDINANCE FOR WASHINGTON COUNTY** – *Susan Small, Director, Business Development*
- 11:15 AM** **INTERGOVERNMENTAL PURCHASE (INTG-20-0033) THREE ALTEC AT30-G TELESCOPIC AERIAL TRUCKS** – *Brandi Naugle, Buyer, Purchasing; Zane Rowe, Deputy Director, Highways; Jack Reynard, Fleet Administration, Highways*
- 11:20 AM** **CONTRACT RENEWAL (2019-13) #2 HEATING OIL** – *Brandi Naugle, Buyer, Purchasing; Andrew Eshleman, Director, Public Works*
- 11:25 AM** **LOSAP UPDATE/REQUEST FOR POINTS MODIFICATION FOR 2020 SERVICE YEAR** – *Dave Hays, Director, Emergency Services; Rachel Brown, Director, Human Resources*
- 11:35 AM** **CLOSED SESSION** - *To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals*
- 11:45 AM** **ADJOURNMENT**



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement – (PUR-1478) Pure Storage Flash Array Upgrade

PRESENTATION DATE: July 28, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing; Josh O’Neal, Director, Division of Information Systems

RECOMMENDED MOTION: Move to authorize, a Sole Source Procurement for the Pure Storage Capacity Additions to GHA Technologies, Inc. of Phoenix, AZ in the amount of \$195,841.40 based on the company’s Quote Number 2278030 dated July 16, 2020.

REPORT-IN-BRIEF: The Purchasing Department received a request from the Division of Information Systems regarding the procurement of Pure Storage Flash Array Upgrade. Information Systems wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County’s requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

The existing storage arrays need additional space in order to handle the influx of digital information being handled by the County due to the transition of many business practices to online only during the pandemic. This addition will cover the immediate demand and provide expansion for anticipated additional online citizen services departments plan to provide going forward. The procurement is to increase the array’s capacity that will provide the ability to support teleworkers by increasing the number of virtual machines that can be created.

This request requires the approval of four (4) of the five (5) Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available from CARES grant, specifically set aside for improvements to teleworking infrastructure.

CONCURRENCES: Information Systems Division Director

ATTACHMENTS: Price Quote 2278030 dated July 16, 2020 from GHA Technologies, Inc.



GHA Technologies, Inc.
 Dept. #2090
 PO Box 29661
 Phoenix, Arizona 85038
 United States
<http://www.gha-associates.com>
 (P) 480-951-6865
 (F) 480-951-6956

Quotation (Open)

Date

Jul 16, 2020 10:31 AM
 EDT

Modified Date

Jul 16, 2020 10:32 AM
 EDT

Doc

2278030 - rev 1 of 1

Description

Pure Storage - Capacity Additions

SalesRep

Goater, Nicholas
 (P) 480-308-8744
 (F) 480-951-6956

Customer Contact

O'Neal, Josh
joneal@washco-md.net

Customer

Washington County,
 MD (WC5980)
 O'Neal, Josh
 100 W Washington St
 Room 3300
 Hagerstown, MD 21740
 United States
 (P) 240-313-2270

Bill To

Washington County, MD
 Payable, Accounts
 100 W Washington St
 Room 3300
 Hagerstown, MD 21740
 United States
 (P) 240-313-2270
doliver@washco-md.net

Ship To

Washington County, MD
 O'Neal, Josh
 100 W Washington St
 Room 3300
 Hagerstown, MD 21740
 United States
 (P) 240-313-2270
joneal@washco-md.net

Customer PO:

Terms:

Undefined

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Tax Qty	Unit Price	Total
1	Pure Storage FlashArray X20R3-FC33TB-22/11-EMEZ	FA-X20R3-FC-33TB-22/11-EMEZ	Yes 1	\$72,294.19	\$72,294.19
	Note: Site A				
2	Pure Storage FA-X20R3-33TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable	FA-X20R3-33TB 1MOPRMGOL	Yes 12	\$1,387.52	\$16,650.24
	Note: Site A				
3	Pure Storage 32G FC SFP, SW for XR2	FA-XR2-32G-FC-SFP-SR	Yes 4	\$464.51	\$1,858.04
	Note: Site A				
4	Pure Storage FlashArray (//X, //C) Install Service	PS-FLASHARRAY-INSTAL	Yes 1	\$4,021.50	\$4,021.50
	Note: Site A				
5	Pure Storage Shelf DFM Empty Shelf Add, SH0 to SH1, connect to X	SS-DFM-SHELF-add SH0 to SH1	Yes 1	\$0.01	\$0.01
	Note: Site A				
6	Pure Storage SS-DFM-SHELF 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable	SS-DFM-SHELF 1MOPRMGOLD	Yes 12	\$258.06	\$3,096.72
	Note: Site A				
7	Pure Storage FlashArray X20R3-FC33TB-22/11-EMEZ	FA-X20R3-FC-33TB-22/11-EMEZ	Yes 1	\$72,294.19	\$72,294.19
	Note: Site B				

#	Description	Part #	Tax Qty	Unit Price	Total
8	Pure Storage FA-X20R3-33TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable Note: Site B	FA-X20R3-33TB 1MOPRMGOL	Yes 12	\$1,387.52	\$16,650.24
9	Pure Storage 32G FC SFP, SW for XR2 Note: Site B	FA-XR2-32G-FC-SFP-SR	Yes 4	\$464.51	\$1,858.04
10	Pure Storage FlashArray (//X, //C) Install Service Note: Site B	PS-FLASHARRAY-INSTAL	Yes 1	\$4,021.50	\$4,021.50
11	Pure Storage Shelf DFM Empty Shelf Add, SH0 to SH1, connect to X Note: Site B	SS-DFM-SHELF-add SH0 to SH1	Yes 1	\$0.01	\$0.01
12	Pure Storage SS-DFM-SHELF 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable Note: Site B	SS-DFM-SHELF 1MOPRMGOLD	Yes 12	\$258.06	\$3,096.72

Subtotal: \$195,841.40
 Tax (0.000%): \$0.00
 Shipping: \$0.00
 Misc: \$0.00
Total: \$195,841.40

Sales tax calculation is estimated and subject to change. Terms Definition: Unless agreed upon otherwise; Net 30 terms, cash in the GHA bank 30 days from the date of shipment. Lease payment calculations are estimated and may include sales tax in the payment amount. You can obtain an accurate lease quote from our leasing company. Rates are subject to change without notice.

GHA is an authorized and leading supplier for Microsoft, HP, Apple, Dell, Lenovo, VMWare, IBM and Cisco. GHA does not source any of these products from the gray market. If you have a pending quotation from a competitor that is significantly less in price, that may be a strong indication of gray market involvement. Please immediately bring this to the attention of your sales professional who can verify with the manufacturer for your benefit and protection. Your sales representative can also talk to you about the risks associated with doing business with a gray market supplier. The prices quoted may change due to market conditions beyond our control. GHA cannot be responsible for manufacturer availability or delays. No verbal quotations or promises can be honored unless set forth herein. Due to the number of people working from home, GHA is not responsible for boxes that are lost or stolen, and if they are, you are still responsible to pay your invoice. Signature will be required on all shipments Handling Fees: Handling fees charged on shipments are in addition to the freight and insurance charges and vary. Returns Policy: Cloud Service Provider CSP orders for Microsoft require at least 30 days of cancellation notice from Buyer. Buyer agrees to pay for any cloud subscription usage incurred. For all other CSP s, GHA will pass through and honor the cancellation policy as stated in the original contract whether 30, 60 or 90 days of cancellation notice is required. Custom computers and technology orders are non-cancellable and non-returnable. No return will be accepted after 30 days from the invoice date. Goods accepted for credit upon return will be subject to handling/restocking charge, which shall be not less than 15% of the price of Goods. Custom-made Goods are not subject to cancellation or return under any circumstances. In no case are Goods to be returned without first obtaining Seller's written permission. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Buyer being solely responsible for paying all return freight expenses and keeping the GHA invoice current within 30 days from the date of shipment regardless of the reason for a return. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance. GHA Technologies makes NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to the goods described hereon. International shipments/returns: Customer is responsible to pay all VAT, duties, customs charges, freight forwarding services, storage, handling, foreign exchange rates/fees, miscellaneous fees from any country, expedited or return freight expenses. Customer shall be liable; GHA is NOT responsible. GHA is not responsible for any return shipment expenses. ~~~Supplier represents and warrants that it is an equal-opportunity employer and does not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, gender identity, national origin, disability, marital or veteran status, or any other basis that is prohibited by law. This document shall be governed by the laws of the State of Arizona. You may view all Terms & Conditions at: http://gha-associates.com/Terms_and_Conditions/index.html. - THIS QUOTE HAS BEEN PROVIDED FOR CLIENT AND GHA PURPOSES ONLY** CORPORATE OFFICE: (REMIT PAYMENTS TO THE DEPARTMENT NUMBER AND PO BOX LISTED ABOVE; NO PAYMENTS SHOULD BE MAILED TO THE CORPORATE OFFICE) GHA Technologies, Inc. 8998 E. Raintree Drive Scottsdale, AZ 85260



Agenda Report Form

Open Session Item

SUBJECT: Parking Resolution Revision

PRESENTATION DATE: July 28, 2020

PRESENTATION BY: Sheriff Doug Mullendore

RECOMMENDED MOTION: Move to enact revised Parking Resolution as attached to increase parking fines and to update reporting and flagging procedures.

REPORT-IN-BRIEF: The existing Parking Resolution was last modified in 1992 and has become outdated.

DISCUSSION: The County has not raised its rate on parking citations for approximately 28 years. It has been \$24.00 per violation since the ordinance was last revised many years ago. We have been having a problem with parking in Sandy Hook and have been issuing many citations on Sandy Hook Road every weekend. The people continue to park there because it is more economical for them to pay the \$24.00 parking citation than to park in the Harpers Ferry National Park. I would like to see the County raise the parking citation fine to \$50.00 because it would be more in line with today's rates and it would help us to alleviate the parking problem in Sandy Hook.

FISCAL IMPACT: Minimal. Amount of individual fine would increase, but number of violators may be reduced, yielding an indeterminate net change.

CONCURRENCES: County Attorney's office.

ALTERNATIVES: Leave Parking Resolution unchanged.

ATTACHMENTS: Draft revised Resolution.

AUDIO/VISUAL NEEDS: None

RESOLUTION RS-2020-_____

WHEREAS, Annotated Code of Maryland, Local Government Article, § 12-504 provides that the Board of County Commissioners of Washington County, Maryland, may by Resolution regulate the parking of vehicles on the public highways provided appropriate notice thereof is given to the public, and further providing that any person violating any regulation adopted pursuant to the authority conferred in this section shall be guilty of a misdemeanor, and, upon conviction thereof, shall be fined not exceeding One Hundred Dollars (\$100.00) for any such violation; and

WHEREAS, the Board of County Commissioners believe that in order to promote traffic safety and to prevent accidents caused by the indiscriminate stopping or parking of vehicles on or along the highways of Washington County, that it is necessary to pass a Resolution regulating parking on the public highways; and

WHEREAS, by Resolution dated August 21, 1984, the Board of County Commissioners adopted a Resolution regarding parking or stopping on the public highways, said Resolution having been filed September 26, 1984 among the Acts, Ordinances, and Resolutions of Washington County in Liber 3, folio 991, in the Office of the Clerk of the Circuit Court of Washington County, Maryland; and

WHEREAS, the Board of County Commissioners passed a further Resolution regulating parking in handicapped spaces, said Resolution having been passed February 6, 1990 and recorded on February 7, 1990, in Acts, Ordinances, and Resolutions for Washington County in Liber 4, folio 263, in the Office of the Clerk of the Circuit Court for Washington County, Maryland; and

WHEREAS, the Board of County Commissioners passed a further Resolution to incorporate the previous two Resolutions and to provide further for the impounding of vehicles registered in Maryland and other states for failure to satisfy outstanding County parking violations, the purpose of which was to ensure payment of fines for parking violations occurring in Washington County, Maryland, said Resolution having been passed December 15, 1992, and recorded in Liber 6, folio 98, in the Office of the Clerk of the Circuit Court for Washington County, Maryland;

WHEREAS, the Board of County Commissioners desires to enact this Resolution incorporating the previous three Resolutions and providing further for the increase in fines imposed for all parking violations occurring in Washington County, Maryland; and

WHEREAS, the Board of County Commissioners believes that in order to promote traffic safety and to prevent accidents caused by the indiscriminate parking of vehicles on or along the public highways of Washington County, and to assist the handicapped in parking, and furthermore to ensure payment of fines for a violation of this Resolution, it is necessary to pass and approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Washington County, Maryland, pursuant to the power and authority granted to the Board of County Commissioners of Washington County, by Annotated Code of Maryland, Local Government Article, § 12-504, that the parking of vehicles on the public highways will be restricted, limited, or prohibited on or along any road or highway or portion thereof in said County as provided hereinafter:

I. PARKING PROHIBITED.

A. The roads or sections thereof where parking or stopping is to be restricted, limited, or prohibited, shall be designated by appropriate signs.

B. A person may not park a motor vehicle in a space designated for the handicapped unless the vehicle bears a special registration, plate, or permit issued by the State of Maryland.

C. A person may not park a motor vehicle along any road in said county in which parking or stopping is restricted, limited, or prohibited as designated by the appropriate sign.

II. VIOLATIONS AND PENALTIES. Any person, corporation, or firm violating this Resolution by the Board of County Commissioners of Washington County, Maryland, relating to the parking or stopping of vehicles along roads in Washington County shall be guilty of a misdemeanor and shall be subject to a fine as provided below:

A. SCHEDULE OF FINES

Violation	Payment On or Before payment date	Payment After 10 days following payment date	Payment after 30 days following payment date	Additional fine for impoundment	Flagged
Handicapped parking	\$100.00	\$125.00	\$150.00	\$75.00	\$50.00
All other parking violations	\$50.00	\$65.00	\$75.00	\$75.00	\$50.00

B. Each day of violation of any provisions of this Resolution shall be considered a separate offense.

C. The penalties provided for in this provision shall be in addition to and not in derogation of any other penalties provided for, and all towing and/or storage charges as provided for in the Annotated Code of Maryland.

D. The roads or sections thereof where parking or stopping or handicapped parking is to be restricted, limited, or prohibited, shall be designated by appropriate signs. Any person who removes or defaces such signs shall be subject to criminal prosecution pursuant to Maryland law.

III. IMPOUNDMENT OF VEHICLE.

A. When any vehicle is found parking or moved at any time on any roadway of Washington County against which there are three (3) or more unsatisfied or unpaid County parking citations when at least thirty (3) days have elapsed since the issuance of the third unsatisfied County parking citation, the Washington County Sheriff's Department or any person, official or enforcement officer assigned to enforce this Resolution is hereby authorized and empowered to remove or cause to be removed said vehicle, either by towing, conveying or in any manner, and impound the same in a place designated by the Sheriff or as may be set forth in other provisions of this resolution.

B. Whenever a vehicle has been impounded pursuant to the provisions of this section, notice of the removal and storage of said vehicle shall be mailed within twenty-four (24) hours, Saturday, Sunday, and holidays excepted, by registered or certified mail to the last registered owner of the vehicle. The notice shall contain at least the following information:

1. The complete description of the vehicle, including the year, make, model and vehicle identification number.
2. A statement advising the vehicle has been impounded pursuant to the provisions of this section and the exact location where the vehicle is held.
3. The date the owner has the right to reclaim the vehicle. This date shall be thirty (30) days within receipt of the notice, upon payment of all fines, penalties, and towing, preservation and/or storage charges resulting from impounding the vehicle.
4. Notice that the failure of the owner to exercise his right in the time provided shall be considered a waiver of all rights, title and interest in the vehicle and be considered a consent to the sale of the vehicle at public auction.

C. The registered owner of a vehicle having against it three (3) or more violations as set forth herein shall be presumed to be the driver of the vehicle at the time the County Parking Citation was issued and shall be responsible of the offense(s) and the cost of the impoundment.

D. The owner shall have a right to contest the impoundment of the vehicle by requesting a hearing. The request for a hearing shall be granted within forty-eight (48) hours, excluding Sundays and holidays, from the time the owner files the application for hearing before the hearing officer.

E. The hearing shall be held before a hearing officer consisting of the following: any shift supervisor, corporal or above of the Washington County Sheriff's Department.

F. The findings of the hearing officer shall be in writing. A copy of the same shall be furnished to the owner.

G. If it is determined by the hearing officer that the vehicle should not have been impounded, the owner shall not be required to pay the towing, storage and preservation charges provided for under this section to secure the release of said vehicle. If the charges were paid prior to the hearing, a refund shall be made to the owner who by providing proof they have paid said charges, in order to have the vehicle released.

H. The decision of the hearing officer shall not have any effect on or be considered a determination of the outstanding unsatisfied County Parking Citations against the impounded vehicle.

I. The owner is and shall be entitled to a hearing in the District Court on said parking charges.

J. A vehicle impounded pursuant to this Resolution will be released to its lawful owner (or person entitled to possession) upon a showing of adequate evidence of a right to its possession and upon payment of all accrued fines and cost for each outstanding unsatisfied County Parking Citation against said vehicle or the depositing of the same pending the outcome of said hearing and trial in the District Court of Maryland on the outstanding citation(s). In addition thereto, the charges for impounding, as set forth herein, shall be paid or deposited prior to said hearing.

K. If, following a trial in the District Court of Maryland or other tribunal, a not-guilty verdict is entered upon any of the violations charged against the stored vehicle, notwithstanding the ruling of the hearing officer with respect to the impounding of the vehicle, all charges advanced as having accrued upon the vehicle by virtue of its impounding, including the collateral advanced for the violation(s) upon which a not-guilty verdict was entered, shall be returned to the person who advanced such sums upon presentation of the official receipt issued at the time said vehicle was released.

L. It is provided that if, as a result of the Court's decision, the number of violations charged against the vehicle previously impounded is reduced to two (2) or fewer, and provided that no refund has previously been made, all fees and charges attributable to or resulting from the charge for which the Court has entered a not-guilty verdict shall be returned to the person who advanced such fees upon preservation of the official receipt issued at the time said vehicle was released.

M. Whenever any vehicle impounded pursuant to the provisions of this Resolution shall remain unclaimed by the owner or other person legally entitled to possession thereof for a period of thirty (30) days from the date that a notice to the owner was received as set forth herein, the Washington County Sheriff's Department shall sell such vehicle at a public auction in accordance with the provisions of Title 23 of the Transportation Article of the Annotated code of Maryland.

N. The proceeds of the sale shall be applied in the following order:

1. Satisfaction of any liens or record.
2. Payment of any expenses of giving notice and advertising and holding the same, including reasonable attorney's fees.
3. All storage, towing and preservation charges.
4. All fines and administrative charges outstanding against the owner of the vehicle impounded under this Resolution.
5. The balance to the registered owner of the vehicle and lienholder of record, if applicable.

V. FLAGGING SYSTEM.

A. The Washington County Sheriff's Office will "flag" Maryland vehicle registrations for non-payment of parking or impoundment fines through the Motor Vehicle Administration. Motor vehicle owners will be denied a registration renewal until the parking or other fines enumerated in this Resolution are paid.

B. The Records Coordinator of the Washington County Sheriff's Department will maintain a list of Flagging Requests, indicating the registration number, month/year of expiration, of those vehicles for which the owner has failed to pay a parking citation within 35 days from issuance, and shall, by electronic means report such vehicles to the Motor Vehicle Administration (MVA) for Parking/Toll/Traffic Control Violation Flags. Once notified of the request for flagging, the MVA will notify the owner by mail of the "flag" and the procedure to be followed before a removal is issued. The owner will be required to appear at the Sheriff's Department to pay the fine. The Records Coordinator will issue a receipt to be used at the MVA

as proof of payment in acquiring the registration renewal. After the payment is received, the Records Coordinator will request the flagged registration be purged by MVA.

C. A separate fine for flagging will be imposed above and beyond the fine for the parking violation in the event flagging is necessary to obtain payment of the parking fine.

V. LEGAL STATUS.

A. Validity. Should any paragraph, clause, or provision of this Resolution be declared, by a court of competent jurisdiction, to be invalid, such action shall not affect the validity of the Resolution as a whole or any part hereof other than the part so declared to be invalid, each paragraph, clause, and provision hereof being declared severable.

B. The previous Resolutions relating to parking on public roads passed August 21, 1984, February 6, 1990, and December 15, 1992, are hereby repealed.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be the date of adoption by the Board of County Commissioners of Washington County, Maryland.

ADOPTED this _____ day of _____, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

Jeffrey A. Cline, President

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

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

B. Andrew Bright
Assistant County Attorney



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING: Brownfield Revitalization Incentive Program Ordinance for Washington County

PRESENTATION DATE: July 28, 2020

PRESENTATION BY: Susan Small, Director of Business Development

RECOMMENDED MOTION: Move to adopt the proposed Ordinance for the Brownfield Revitalization Incentive Program.

REPORT-IN-BRIEF: The Proposed Brownfield Revitalization Incentive Program Ordinance has been advertised in the Herald Mail for two consecutive weeks, July 14th and July 21st for public comment.

DISCUSSION: The proposed Brownfield Revitalization Incentive, will provide a unique opportunity for our community to meet economic development goals, environmental protection and sustainability goals, and help achieve our comprehensive plan visions and objectives. There are approximately 21 active brownfield sites (as of July 2, 2018) located within Washington County, MD listed on the State of Maryland's Brownfield Master Inventory. The attached map is a snapshot of the brownfields located around the county. It's simply a general outline of projects that may need remediation, we could potentially have additional brownfields added in the future.

- Eligible sites earn a 50% property tax credit on the increase (the difference between the pre-remediation and post-remediation tax assessments) of county and/or municipal real property tax.
- Brownfields located within an Enterprise Zone may receive the tax credit for up to 10 years, and properties outside these zones receive the credit for five years.

FISCAL IMPACT: Varies based on property. In line with other economic development incentive programs.

CONCURRENCES: County Attorney/Interim County Administrator, Kirk Downey

ALTERNATIVES: Do not approve the proposed Ordinance

ATTACHMENTS: Proposed Ordinance, map of properties

AUDIO/VISUAL NEEDS: None

ORDINANCE NO. ORD-2020-

**AN ORDINANCE TO ENACT THE “BROWNFIELDS PROPERTY TAX CREDIT
ORDINANCE FOR WASHINGTON COUNTY, MARYLAND”**

RECITALS

Pursuant to Maryland Code, Tax-Property Article, § 9-229, the Board of County Commissioners of Washington County, Maryland (the *County*) has the authority to adopt a brownfields property tax credit ordinance that provides for the imposition of such a tax credit in Washington County and its municipalities.

The County Commissioners now wish to create a property tax credit against the increased property tax liability of a qualified Brownfields site.

A public hearing was held on _____, 20____, following due notice and advertisement of the text of the proposed Brownfields Property Tax Credit Ordinance (the *Ordinance*).

Public comment was received, reviewed, and considered concerning the aforesaid proposed Ordinance.

The County desires to ensure that the COVID-19 pandemic does not cause applicants for the Brownfields Property Tax Credit to fail to obtain timely credits that would have been obtained had the pandemic not occurred

Section 5 of the Ordinance will forestall any negative implications of the COVID-19 pandemic by facilitating favorable treatment of applications promptly filed following adoption of the Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the Brownfields Property Tax Credit Ordinance for Washington County, Maryland, attached hereto, is enacted as written.

Adopted this ____ day of _____, 20____.

Effective this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney

Mail to:
County Attorney's Office
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740-4735

BROWNFIELDS PROPERTY TAX CREDIT ORDINANCE
FOR WASHINGTON COUNTY, MARYLAND

Adopted _____, 2020
Effective _____, 2020

1. Establishment of tax credit.

1.01. In accordance with Maryland Code, Tax-Property Article, §9-229, as amended from time to time, there is a Brownfields Property Tax Credit 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. *Enterprise Zone* means an area designated an enterprise zone under Section ____ of the Economic Development Article of the Annotated Code of Maryland.

2.03. *Increased Property Tax Liability* means the remaining property tax liability, after first applying all other property tax credits applicable to the site, attributable to the increase in the assessment of a qualified Brownfields site, including improvements added to the site within the tax credit period provided for in this section, over the assessment of the qualified Brownfields site before its voluntary cleanup or corrective action plan.

2.04. *Qualified Brownfields Site* has the meaning stated in Section 5-301 of the Economic Development Article of the Annotated Code of Maryland.

3. Calculation, Application, and Termination of Tax Credit.

3.01. *Tax Credit Imposed.* There is a Brownfields property tax credit of fifty percent (50%) against the increased property tax liability of a qualified Brownfields site.

3.02. *Additional Property Tax Credit.* A qualified Brownfields site shall receive an additional property tax credit of twenty percent (20%) against the increased property tax liability if:

(a) The cost of the voluntary cleanup or corrective action plan is more than \$1,000,000; or

(b) The qualified Brownfields site is located in an enterprise zone. However, in the event that an enterprise zone tax credit is already being applied against the county portion of the taxes for a property, the Brownfields tax credit will not apply to the county portion of the property taxes, but shall be applied against the state portion of the property taxes.

3.03. *Cost of Cleanup, Corrective Action.* The cost of the voluntary cleanup or corrective action plan shall be determined by the demonstrated costs incurred for the voluntary cleanup or corrective action plan at the time of the application for the property tax credits.

3.04. *Application and Duration of Credits.* Unless otherwise provided in this ordinance, an application for a tax credit under this section shall be filed in the first taxable year in which the property qualifies. The credits shall apply in each of the taxable years immediately following the first revaluation of the qualified Brownfields site after completion of a voluntary cleanup or corrective action plan for:

(a) five (5) taxable years; or

(b) If the qualified Brownfields site is in an enterprise zone, ten (10) taxable years.

3.05. *Maryland Economic Development Assistance Fund.* For each year of the credit period, the County shall contribute to the Maryland Economic Development Assistance Fund established under Section 5-313(8) of the Economic Development Article of the Annotated Code of Maryland an amount equal to thirty percent (30%) of a qualified Brownfields site's increased property tax liability.

3.06. *Termination.* The Brownfields property tax credit granted to a qualified Brownfields site under this section terminates if:

(a) The recipient of the Brownfields property tax credit withdraws from the voluntary cleanup program under § 7-512(a) or (b) of the Environment Article of the Annotated Code of Maryland; or

(b) The State Department of the Environment withdraws approval of a response action plan or a certificate of completion under § 7-512(e) and (f) of the Environment Article of the Annotated Code of Maryland.

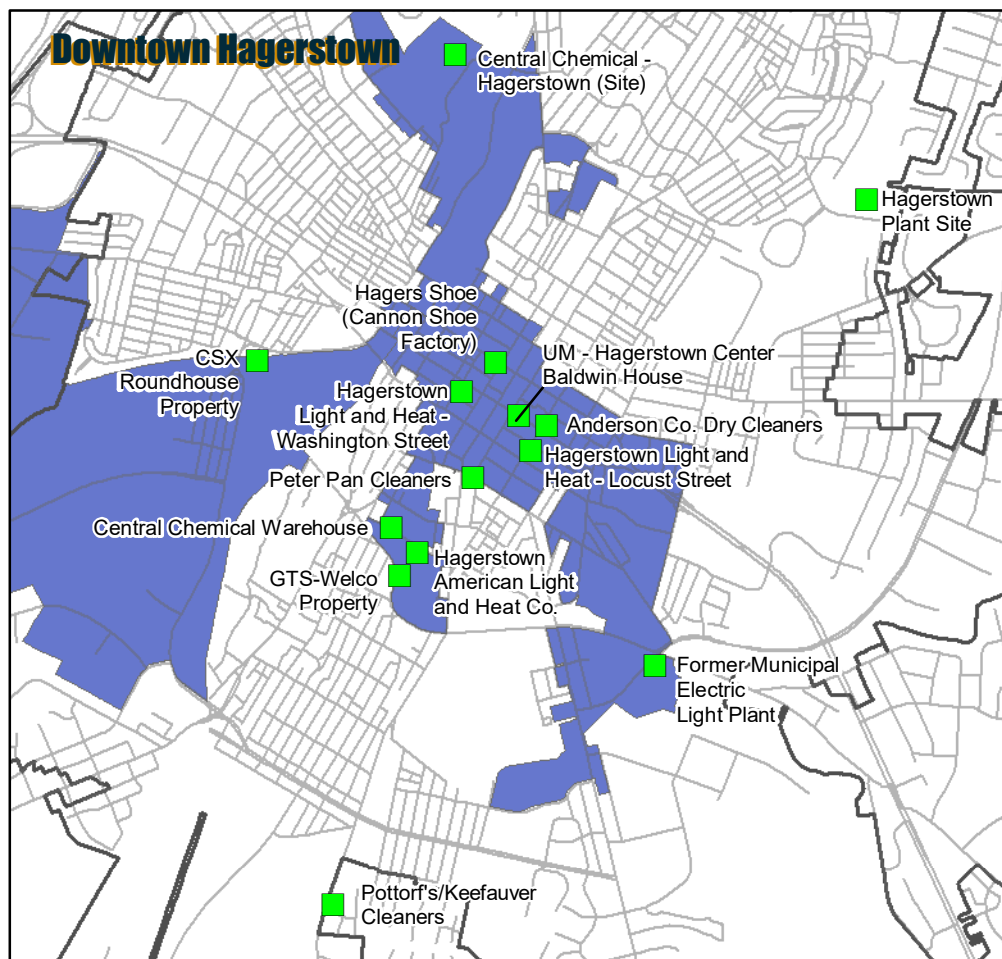
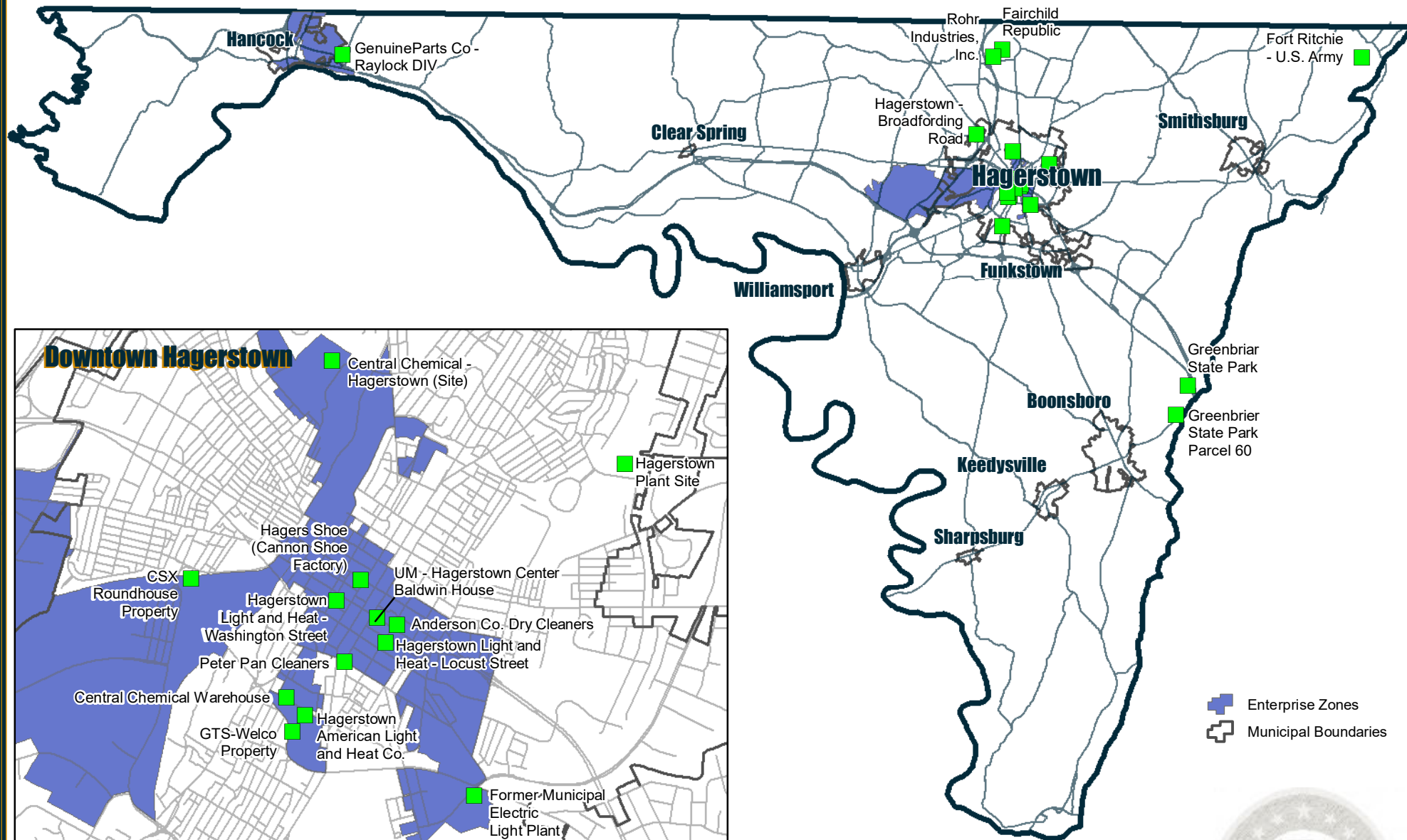
4. Administration.

4.01. *Administration.* The Chief Finance Officer may adopt guidelines, regulations, or procedures to administer this section.

5. Timing of Applications.



5.01. *Applications Filed Before December 31, 2021.* Any application filed between the date of adoption of this ordinance and December 31, 2021 will be considered to have been filed as if it were timely filed in accordance with Section 3.4, even if it is filed after the deadline proscribed in that Section. Any such property for which an application is filed in accordance with this Section 5.01 shall be entitled to the full extent of the credits available under Section 3.4, as if the application had been filed in accordance with that Section. If, as of the date of filing of the application, the applicant has already paid the property tax bill for a tax year in which the tax credit would have been applied if the application had been timely filed, the unapplied tax credit amount shall be applied against the property tax bill for the tax year that follows the final year that a credit is to be applied in accordance with Section 3.4.

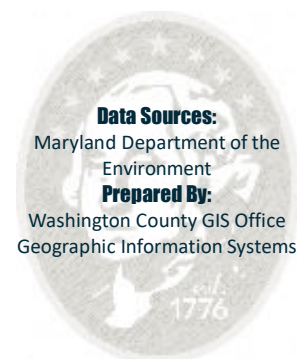
5.02. *Applications Filed After December 31, 2021.* For applications filed after December 31, 2021, failure to apply in the first qualifying tax year will result in the loss of the credit for that tax year.



LRP - Brownfields



-  Enterprise Zones
-  Municipal Boundaries



Data Sources:

Maryland Department of the Environment

Prepared By:

Washington County GIS Office
Geographic Information Systems



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-20-0033) Three (3) New Altec AT30-G Telescopic Aerial Trucks.

PRESENTATION DATE: July 28, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer - Purchasing Department. Zane Rowe, Deputy Director Public Works Highways and Jack Reynard, Manager – Fleet Administration, Division of Public Works.

RECOMMENDED MOTION: Move to authorize by Resolution, for the Highway Department to lease/purchase three (3) New AT30-G Telescopic Aerial Trucks with Altec Industries of Birmingham, AL; and to utilize another jurisdiction's contract, Sourcewell contract number 120418-ALT.

<u>Equipment</u>	<u>Vendor</u>	<u>Bid Amount</u>
Three (3) AT30-G Telescopic Aerial Truck (Hwy.)	Altec Birmingham, AL	*Annual Lease Payment for 6 Years \$57,086.00 /Year

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

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


DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Highway Department's operating budget 535055-20-20060.

CONCURRENCES: Deputy Director, Highway Department.

ALTERNATIVES: N/A

ATTACHMENTS: Altec's Quote, dated June 10, 2020.

		Quote Number:	588119-4
		Customer Sourcewell Member Number:	
Altec Industries, Inc.		Sourcewell Contract #:	012418-ALT
		Date:	6/10/2020
Quoted for: Washington County Highways			
Customer Contact:			
Phone: / Email:			
Quoted by: Maegan Hellmueller - TSR Manager		Austin Landavere - Account	
Phone: / Email: 270-505-1595/Maegan.Hellmueller@altec.com 3424/Austin.Landavere@altec.com		304-704-	
REFERENCE ALTEC MODEL			
AT30G QTY: 3		Telescopic Aerial Device (Insulated) (\$93,479 * 3)	\$280,437
(A.)	SOURCEWELL OPTIONS ON CONTRACT (Unit)		
1			
2			
3			
4			
(A1.)	SOURCEWELL OPTIONS ON CONTRACT (General)		
1			
2			
3			
4			
5			
6			
7			
8			
		SOURCEWELL OPTIONS TOTAL for 3 Trucks (\$93,479*3):	\$280,437
(B.)	OPEN MARKET ITEMS (Customer Requested)		
1	UNIT	Custom Fiberglass Walk-In Platform W/ Door	\$0
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Flatbed Body ILO Stock Body (-\$323*3)	-\$969
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Custom F550 84" CA Gas Chassis ILO Stock 60" CA Diesel Chassis (-\$4,312*3)	-\$12,936

8	OTHER		
		OPEN MARKET OPTIONS TOTAL: (-\$4,635*3)	-\$13,905
		SUB-TOTAL FOR UNIT/BODY/CHASSIS: (\$88,844*3)	\$266,532
		Delivery to Customer:	
		TOTAL FOR UNIT/BODY/CHASSIS: (\$88,844*3)	\$266,532
(C.)	ADDITIONAL ITEMS (items are not included in total above)		
1		6-YR Extended Warranty (Labor, Material/Parts, and Travel) (\$5,898*3)	\$17,694
2		6-YR Annual Preventative Maintenance Inspection - Including Travel (\$5,880*3)	\$17,640
		TOTAL INCLUDING WARRANTIES FOR 3 Trucks (\$100,622*3):	\$301,866
Pricing valid through July 31,2020			
<u>NOTES</u>			
<u>PAINT COLOR:</u> White to match chassis, unless otherwise specified			
<u>WARRANTY:</u> Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.			
<u>TO ORDER:</u> To order, please contact the Altec Account Manager listed above.			
<u>CHASSIS:</u> Per Altec Commercial Standard			
<u>DELIVERY:</u> No later than <u>360-390</u> days ARO, FOB Customer Location			
<u>TERMS:</u> Net 30 days			
<u>BEST VALUE:</u> Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.			
<u>TRADE-IN:</u> Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.			
<u>BUILD LOCATION:</u> Elizabethtown, KY			



Agenda Report Form

Open Session Item

SUBJECT: Contract Renewal (2019-13) – #2 Heating Oil.

PRESENTATION DATE: July 28, 2020

PRESENTATION BY: Brandi Naugle, Buyer, Purchasing Department and Andrew Eshelman, Director of Public Works.

RECOMMENDED MOTION: Move to concur with the recommendation of the Washington County Public Schools (WCPS) to renew the contract for Washington County Government's No. 2 heating fuel oil to the responsive, responsible low bidder, James River Solutions of Ashland, VA who submitted a bidder factor of \$0.14 per gallon for tank wagon deliveries.

REPORT-IN-BRIEF: Washington County Government as well as the City of Hagerstown cooperatively bid heating fuel requirements with the WCPS. At its meeting on Tuesday, May 7, 2019, the WCPS awarded its contract for *tank wagon loads* to the responsive, responsible bidder, James River Solutions with the lowest bid of \$0.14 per gallon over the weekly wholesale average price for No. 2 (high sulfur) heating oil as published in the Oil Price Information Service bulletin (OPIS, Pad 1, Baltimore gasoline and distillate reseller prices).

The contract renewal period is effective July 1, 2020 and ending June 30, 2021, the contract may be renewed for two (2) additional one (1) year terms at the discretion of the Board of Education. WCPS may request a fixed price quote at any time to be exercised by mutual consent of the parties.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted, as required, by the individual using department/agencies

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: WCPS bid recommendation information.

AUDIO/VISUAL NEEDS: N/A

Bid 2019-13
Heating Oil Deliveries
Summary of Renewal

		James River Petroleum Co.	Unit of Measure
		*Bidder's Factor	
1	Transport Delivery (Approximately 7,500 per delivery)	\$ (0.00250)	per Gallon
2	Tank Wagon Delivery (Approximately 3,500 per delivery)	\$ 0.14000	per Gallon

**Bidder's Factor (Plus/Minis) Price per Gallon plus the Average Rack Price for #2 Distillate ULS (Ultra-Low Sulfur) Diesel Fuel (Heating Oil), Baltimore Maryland terminal price is the price WCPS will pay per gallon. The Average Price is published every Thursday and sets the price for the following week.*



Agenda Report Form

Open Session Item

SUBJECT: LOSAP Update/Request for Points Modification for 2020 Service Year

PRESENTATION DATE: July 28, 2020

PRESENTATION BY: R. David Hays, Director, Division of Emergency Services; Rachel Brown, Director, Human Resources

RECOMMENDATION: Motion to approve the Plan modification for calendar year 2020, as presented by the LOSAP Plan Committee.

REPORT-IN-BRIEF: As stated during the May 5, 2020 BOCC meeting, the COVID19 Pandemics effects on Washington County have touched all areas of responsibility and operations in the County. The Volunteer Fire and EMS Departments, who rely heavily on annual fund raising efforts and the incomes they generate, have suffered with the volunteers who must earn 50 points in the Washington County Length of Service Awards Program (LOSAP). It is reasonable to assume that with the loss of opportunities to earn LOSAP points due to canceled fund raisers, meetings and other events, there simply may not be enough opportunities for our fire and EMS volunteers to meet the LOSAP point requirements for calendar year 2020.

DISCUSSION: During the May 5th, 2020 BOCC meeting, a strong desire was expressed by the BOCC to endorse a modification request brought forward by the WCVFRA and its Member Companies. The proposed amendment to the LOSAP Plans language involves awarding an equal number of plan points (in each category) that a qualified volunteer earned in 2019 for the 2020 LOSAP calendar year.

FISCAL IMPACT: No Significant Consequences; as most will still actually earn the 50 LOSAP points for 2020, thus getting the 2020 calendar year LOSAP credit even without the requested modification.

CONCURRENCES: Director of Emergency Services, Chief Financial Officer, Director of Human Resources, WCVFRA.

ALTERNATIVES: Not adopt the WCVFRA LOSAP Proposal and continue with current LOSAP procedures for the 2020 LOSAP Year.

ATTACHMENTS: WCVFRA LOSAP 2020 Service Year Modification Request/Amendment

RESOLUTION NO. RS-2020-_____

***(Modification to Provide for Special Service Credit Points for the Calendar Year 2020 for the
Washington County, Maryland Volunteer Length of Service Award Program)***

RECITALS

The Board of County Commissioners of Washington County, Maryland (the “Board”), adopted the Washington County, Maryland Volunteer Length of Service Award Program (the “LOSAP Plan”) on September 26, 2000. The LOSAP Plan was last amended and restated by the Board on December 18, 2007.

Pursuant to Section 7.2(c) of the LOSAP Plan, the Plan Committee, acting as Plan Administrator, is responsible for “[e]stablishing, interpreting, amending, and revoking reasonable rules for the administration of the Plan” and, pursuant to Section 9.1 of the LOSAP Plan, the Board is responsible for amending the LOSAP Plan.

In response to the cancellation of meetings and fundraising events and the impact of COVID-19 pandemic-related closures upon the opportunity for Eligible Volunteers to earn service credit points for 2020, the Washington County Volunteer Fire and Rescue Association (the “Association”) has requested amendment of the LOSAP Plan for the purpose of providing a one-time allotment of service credit points for Eligible Volunteers, as defined by the LOSAP Plan, for calendar year 2020.

The Plan Committee, acting as Plan Administrator, recommends that all Eligible Volunteers who earned service points under the LOSAP Plan Point System in calendar year 2019 receive the same number of points, in the same respective categories, in calendar year 2020 as a one-time “Special 2020 Service Credit” allotment. The Special 2020 Service Credit points will be tracked separately from those service credit points earned for 2020 activities under the LOSAP Plan’s normal rules. Special 2020 Service Credit points awarded under the LOSAP Plan do not modify point tracking for any other programs, including the Maryland state income tax modification plan.

The Board has considered the request from the Association and the Plan Committee, acting as the Plan Administrator, and agrees that it is in the best interest of the Eligible Volunteers to grant the request, particularly under the current catastrophic global pandemic circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that the Washington County, Maryland Volunteer Length of Service Award Program be, and hereby, is amended accordingly to allow for the Special 2020 Service Credit for Eligible Volunteers pursuant to the conditions set forth above.

Accordingly, the following new subsection (h) is added to the end of Section 6.3 ("Service Credit Points") of the LOSAP Plan:

(h) Special Credit Points for the 2020 Service Year. Notwithstanding any provision of this Plan to the contrary, for the Service Year beginning January 1, 2020 (the "2020 Service Year") only, for each person who is an Eligible Volunteer on any day of the 2020 Service Year, a number of points shall be awarded that is equal to the total number of Service Credit Points credited for the Eligible Volunteer for the Service Year that began January 1, 2019. Service Credit Points awarded based on this Section 6.3(h) are in addition to any Service Credit Points for the 2020 Service Year that may be credited for the Eligible Volunteer based on any other provision of this Section 6.3.

Adopted and effective this fifth of May, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

By: _____
Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

Kirk C. Downey
County Attorney

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

DRAFT