



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

**June 22, 2021**

### **OPEN SESSION AGENDA**

- 9:00 AM**      **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**  
**CALL TO ORDER**, *President Jeffrey A. Cline*  
**APPROVAL OF MINUTES**: *June 15, 2021*
- 9:05 AM**      **COMMISSIONERS' REPORTS AND COMMENTS**
- 9:15 AM**      **STAFF COMMENTS**
- 9:25 AM**      **CITIZEN PARTICIPATION**
- 9:35 AM**      **APPOINTMENT OF AN ACTING BLUEPRINT IMPLEMENTATION COORDINATOR**  
– *Dr. Boyd Michael, Superintendent of Schools; Jeffery Proulx, Chief Operating Officer*
- 9:40 AM**      **FY2021 BUDGET ADJUSTMENTS TO THE WASHINGTON COUNTY BOARD OF EDUCATION'S GENERAL FUND BUDGET** - *Jeffrey Proulx, Chief Operating Officer and David Brandenburg, Executive Director of Finance, Washington County Public Schools*
- 9:45 AM**      **MAINTAIN A DUAL STRUCTURE OF LOCAL AUTHORITIES FOR ADDICTION AND MENTAL HEALTH IN WASHINGTON COUNTY** – *Rick Rock, Director, Washington County Mental Health Authority, Inc.; Earl Stoner, Health Officer and Vicki Sterling, Local Addiction Authority, Washington County Health Department; Allen Twigg, Integration Workshop Representative*
- 9:55 AM**      **PROPERTY AND CASUALTY INSURANCE RENEWALS 2021-2022** – *Tracy McCammon, Risk Management Coordinator; Patrick Buck, CBIZ Insurance Services*
- 10:00 AM**      **FIRE COMPANY AUDIT AND AUP DISCUSSION** – *Sara Greaves, Chief Financial Officer; Dave Hays, Director, Emergency Services; Dale Fishack, President, Washington County Volunteer Fire and Rescue Association*
- 10:10 AM**      **BID AWARD (PUR-1500) PUBLIC SAFETY TRAINING CENTER AUDIO/VISUAL SYSTEM** – *Rick Curry, Director, Purchasing; Dave Hays, Director, Emergency Services; Doug Mullendore, Washington County Sheriff*
- 10:15 AM**      **CONTRACT AWARD (PUR-1504) CONSTRUCTION/BUILDING INSPECTION SERVICES REQUIREMENT CONTRACT-** *Rick Curry, Director, Purchasing; Richard Eichelberger, Director, Construction*
- 10:20 AM**      **BID RESULTS/AWARD UPDATE – NATURAL GAS SUPPLY SERVICE WASHINGTON COUNTY GOVERNMENT AND WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION OF MD, INC.** – *Rick Curry, Director, Purchasing; Richard Anderson of CQI Associates, LLC; Andrew Eshleman, Director, Public Works*
- 10:25 AM**      **FY2022 LOCAL PARKS AND PLAYGROUND INFRASTRUCTURE STATE FUNDING** – *Andrew Eshleman, Director, Public Works*

- 10:30 AM**      **CONSTRUCTION BID AWARD – HVAC WORK AT 17718 VIRGINIA AVENUE** – *Andrew Eshleman, Director, Public Works*
- 10:35 AM**      **APPLICATION FOR ZONING TEXT AMENDMENT RZ-20-002 – CONSENSUS DISCUSSION** – *Jill Baker, Director, Planning & Zoning*
- 10:45 AM**      **HOTEL RENTAL TAX FUNDING REQUEST, MISS MARYLAND PAGEANT LEASE AGREEMENT RENEWAL** – *Susan Buchanan, Director, Grant Management; Jessica Green, The Maryland Theatre, Inc.*
- 10:50 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; & To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.*)
- RECONVENE OPEN SESSION**
- 11:45AM**      **STAFF COMMENTS**
- 11:50 AM**      **ADJOURNMENT**



## Agenda Report Form

### Open Session Item

**SUBJECT:** Appointment of an Acting Blueprint Implementation Coordinator

**PRESENTATION DATE:** June 22, 2021

**PRESENTATION BY:** Dr. Boyd Michael, Superintendent of Schools, Mr. Jeffrey Proulx, Chief Operating Officer

**RECOMMENDED MOTION:** To approve the appointment of Dr. Gary Willow as the acting Blueprint Implementation Coordinator until such time as additional guidance is received relating to this position and a permanent appointment can be made.

**REPORT-IN-BRIEF:** HB1300 of 2020, known as the Blueprint for Maryland's Future, and further amended by HB1372 of 2021 calls for the local appointment of an implementation coordinator codified in Education Article §5-404. Specifically, the law states that the coordinator shall be appointed for fiscal years 2022 through 2026, be jointly appointed by the county and local school system, and be responsible for the implementation of the Blueprint for Maryland's Future by all government units operating within the county.

While the deadline to appoint the coordinator is June 30, 2021, no guidance has been received from either the Maryland State Department of Education or the Department of Legislative Services. To be compliant with the law, the Board of Education has proposed to add the duties of the implementation coordinator to Dr. Willow's current job description until a permanent solution can be identified and mutually agreed upon by both boards. Dr. Willow currently serves as the associate superintendent for curriculum and instruction.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** The Board of Education approved the appointment of Dr. Willow as the acting Blueprint Implementation Coordinator at its meeting on June 15, 2021, pending the concurrence of the Board of County Commissioners.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



## Agenda Report Form

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### Open Session Item

**SUBJECT:** FY21 Budget Adjustments to the Washington County Board of Education's General Fund Budget

**PRESENTATION DATE:** June 22, 2021

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

**RECOMMENDED MOTION:** Move to approve the requested adjustments to the Board of Education's FY2021 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 FY2021 General Fund Budget at its June 15, 2021 meeting.

**DISCUSSION:** The changes that the Board of Education approved on June 15, 2021, 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 various categories of the budget to reflect updated information on revenue and spending trends.

**CONCURRENCES:** The Board of Education's Finance Committee reviewed the proposed adjustments at their meeting on June 7, 2021, and recommended them for approval by the full Board. The Board of Education unanimously approved these changes at their June 15, 2021 meeting.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** FY2021 general fund budget adjustments

**AUDIO/VISUAL:** N/A

**Washington County Public Schools  
Requested FY2021 Budget Adjustments**

	Value	The primary reason for variance is:
Fixed Charges	\$470,000	Covid-related sick pay charged to federal grant.
Total Expense Reductions/Additional Revenue	<b><u>\$470,000</u></b>	
Revenue	\$100,000	Lower nonpublic placements reimbursements.
Mid-Level Administration	350,000	Higher communications and graduation costs.
Capital Outlay	20,000	SHHS relocatables bid results.
Total Expense Increases/Reduced Revenue	<b><u>\$470,000</u></b>	
<b>Net Effect</b>	<b>\$0</b>	



## Agenda Report Form

### Open Session Item

**SUBJECT:** Maintain a dual structure of local authorities for Addiction and Mental Health in Washington County and not integrate into a single local behavior health authority.

**PRESENTATION DATE:** June 22, 2021

**PRESENTATION BY:** Rick Rock, Director, Washington County Mental Health Authority, Inc.; Earl Stoner, Health Officer, Washington County Health Department; Vicki Sterling, Local Addiction Authority, Washington County Health Department; Allen Twigg, Integration Workgroup Representative

**RECOMMENDED MOTION:** Accept the recommendation of the Behavior Health Integration Workgroup to maintain the Washington County Health Department (WCHD) as the Local Addiction Authority and the Washington County Mental Health Authority as the Local Mental Health Authority but establish a formal collaborative partnership under the oversight of the Recovery Oriented Systems of Care (ROSC) Committee. Both authorities will remain separate and not combined into one entity as the Local Behavior Health Authority.

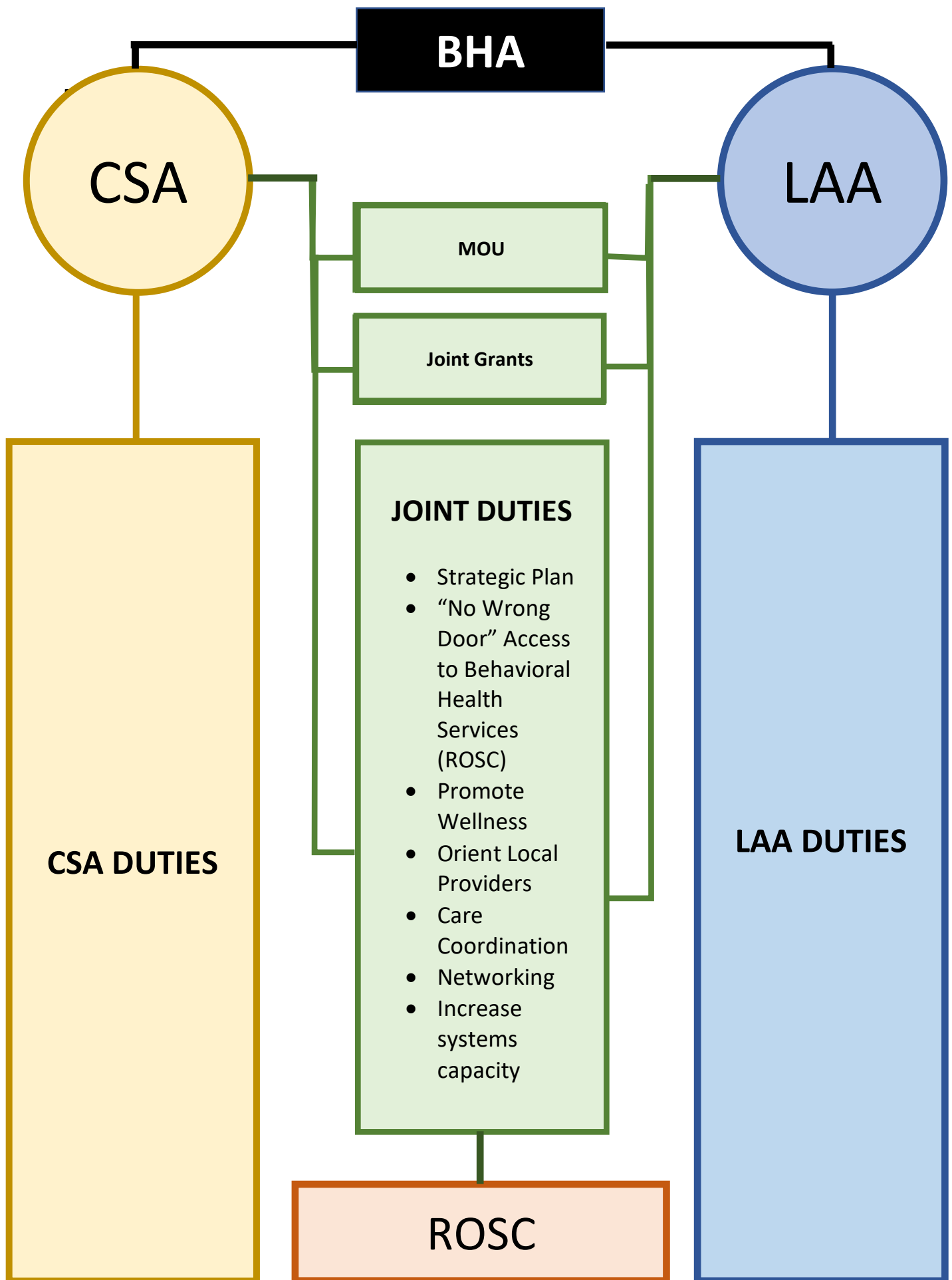
**REPORT-IN-BRIEF:** 1) Review the current structure of local authorities for mental health and substance use disorders; 2) Discuss the development of the Integration Workgroup and the process taken to arrive at the recommendation; 3) Present the responsibility and structure of the Recovery Oriented Systems of Care (ROSC) as the committee to oversee the formalization of integrated activities between WCHD and WCMHA where possible.

**DISCUSSION:**

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ATTACHMENTS:** Schematic regarding the proposed structure of two local authorities, Addiction and Mental Health Authorities in Washington County, and ROSC as the committee that will oversee the formal collaboration of both authorities.





## Agenda Report Form

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### Open Session Item

**SUBJECT:** 2021-2022 Property and Casualty Insurance Renewals

**PRESENTATION DATE:** June 22, 2021

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

**RECOMMENDED MOTION:** Move to renew the liability policies with Travelers Insurance Company, property and equipment policies with Local Government Insurance Trust and the airport liability policy with Global Aerospace.

**REPORT-IN-BRIEF:** Renewal quotes from insurance carriers are reflected on the attached premium comparison. Premium for cyber liability is not known at this time due to how volatile the cyber market is currently.

**DISCUSSION:** Market conditions continue to shift towards a hard market following recent years of unstable underwriting results primarily driven by an increase in frequency and severity of large-scale losses. More sophisticated risks in specific industry sectors have become subject to greater underwriting scrutiny and ultimately increased premiums such as law enforcement and cyber. Many insurers are requiring multi-factor authentication when writing cyber coverage. Unfortunately, at this time the County does not use multi-factor authentication and therefore Travelers has denied coverage to the County. Cyber coverage was marketed by CBIZ. They received 20 denied responses due to the County not using MFA and 2 responses offering little coverage for double or triple the cost of premium or deductible. Thanks to Local Government Insurance Trust working with Beazley Insurance, the County will have \$2 million worth of free cyber coverage. I have asked for a premium quote for \$5 million and \$10 million in excess coverage. LGIT has marketed the coverage and is down to two carriers, Corvus and Hamilton. There is uncertainty that a quote is attainable at this point. The LGIT team is advising that if they do receive a quote it could be estimated in the \$60K - \$90K range. There is no guarantee that the County will be offered the excess coverage without the MFA being implemented. Unfortunately, due to the unstable market, premium numbers will not be available until closer to July 1 if the County was approved for the excess coverage.

**FISCAL IMPACT:** Excluding the cost for cyber, premiums for FY 2022 are \$1,355,456. A 4.9% increase of overall coverage but still within budgeted premiums.

**CONCURRENCES:** Larry Etchison, Human Resources Director and Sara Greaves, CFO

**ALTERNATIVES:** Market bid which would create a lapse in coverage

**ATTACHMENTS:** Premium comparison

**AUDIO/VISUAL NEEDS:** None



<u>Line of Coverage</u>	<u>FY2021</u>	<u>FY2022</u>	<u>\$Change</u>	<u>% Change</u>
Travelers				
Pkg – Auto Liability (Incl. Buses)	\$445,818	\$449,304	\$3,486	0.8%
Pkg - Auto PD (Incl. Buses)	\$97,020	\$100,575	\$3,555	3.7%
Pkg – GL, Liquor, Products, EBL	\$141,495	\$141,694	\$199	0.1%
Pkg – Law (Incl. Dispatch E&O)	\$199,300	\$226,356	\$27,056	13.6%
Pkg - Excess Liability	\$86,209	\$86,966	\$757	0.9%
Pkg – Management Liability	\$35,698	\$36,156	\$458	1.3%
Pkg – Employment Practice Liability (EPL)	\$55,472	\$59,795	\$4,323	7.8%
Pkg – Crime	\$6,115	\$4,955	(\$1,160)	-19.0%
Pkg - CyberFirst	\$0	\$0	\$0	0.0%
<b>Sub Total – Travelers</b>	<b>\$1,067,127</b>	<b>\$1,105,801</b>	<b>\$38,674</b>	<b>3.6%</b>
<b>Other July 1 Renewal Policies</b>				
Airport Liability	\$18,194	\$22,060	\$3,866	21.2%
*Cyber - Beazley (excess) (estimated)	TBD	TBD	TBD	TBD
Property (estimated)	\$188,860	\$207,746	\$18,886	10.0%
Inland Marine (estimated)	\$9,053	\$9,959	\$906	10.0%
Boiler & Machinery (estimated)	\$8,990	\$9,890	\$900	10.0%
<b>Sub Total – Other July 1 Renewal Policies</b>	<b>\$225,097</b>	<b>\$249,655</b>	<b>\$24,558</b>	<b>10.9%</b>
<b>Grand Total – July 1 Renewal Policies</b>	<b>\$1,292,224</b>	<b>\$1,355,456</b>	<b>\$63,232</b>	<b>4.9%</b>

\* Premium cost for Excess Cyber could be in the \$60K - \$90K range IF we are offered the additional coverage



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Fire Company Audit and AUP Discussion

**PRESENTATION DATE:** June 22, 2021

**PRESENTATION BY:** Sara Greaves, Chief Financial Officer, Dave Hays, Director of Emergency Services; Dale Fishack, President of WCVFRA

**RECOMMENDATION:** To authorize staff to hold reimbursement requests owed to Fire companies who have not been fully responsive to UHY audit and agreed upon procedures process.

**REPORT-IN-BRIEF:** The County contracted with UHY, LLP to complete an audit and agreed upon procedures for each independent fire company.

**DISCUSSION:** Communication was originally sent to the fire companies from UHY, LLP on 3/8/2021 requesting certain information necessary for the financial audit and required procedures. On or around March 20, 2021, it was brought to the County's attention that many of the companies were non-responsive. It was later determined that possibly the communication from UHY, LLP was directed to the spam folder or email addresses were incorrect. These issues were corrected and the deadline was extended from 3/26 to 4/9/2021. In early May, we received notification from UHY, LLP that many companies had still not responded to the request for information. The County notified the companies and provided an additional extension to May 30, 2021. There are still many companies that have not submitted the requested information.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** Continue to provide reimbursements

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** None



## Agenda Report Form

### Open Session Item

**SUBJECT:** Bid Award (PUR-1500) Public Safety Training Center Audio/Visual System

**PRESENTATION DATE:** June 22, 2021

**PRESENTATION BY:** Rick Curry, Director of Purchasing; Dave Hays, Division Director of Emergency Services; and Doug Mullendore, Washington County Sheriff

**RECOMMENDED MOTION:** Move to award the bid to responsible, responsive bidder, Ford Audio – Video Systems, LLC of Tulsa, OK with the lowest Total Base Bid amount of \$431,302 and Alternates A thru I (classrooms and multi-purpose room) in the amount of \$657,003.85 for the Total Sum of \$1,088,305.85.

**REPORT-IN-BRIEF:** The project was advertised in the local newspaper, State of Maryland's "*e-Maryland Marketplace Advantage*" website, and on the County's website. Seventy-eight (78) persons/companies registered/downloaded the bid document on-line. Two (2) bids were received and opened on Wednesday, June 9, 2021 as detailed on the attached Bid Tabulation Matrix. The bids have been evaluated and the low bid is in order. The engineer's estimate for this work is \$450,000 for the base bid and \$700,000 for Alternates A thru I.

**DISCUSSION:** The Public Safety Training Center at 9238 Sharpsburg Pike is a proposed multi-phase project that will be utilized by police, fire, and emergency services personnel serving in and around Washington County. Phase I - Site Work was completed in the summer of 2020. Phase II involves construction of a training building, and work is scheduled to be completed in the spring of 2022. The audio/visual work will be coordinated with the building contractor and involves furnishing and installing audio/visual equipment in the classrooms and multi-purpose room.

There was a discussion at the Board of County Commissioners meeting on March 30, 2021 about the capital fundraising initiative for the project and a request to forward fund up to \$1 million for audio/visual equipment and furniture. It was mentioned at the meeting that a grant totaling \$178,822 was also secured for audio/visual equipment.

The audio/visual project is a two hundred thirty (230) consecutive calendar day contract with an anticipated Notice to Proceed in July 2021, and completion date in February 2022. Bid documents include liquidated damages in the amount of five hundred (\$500) dollars per calendar day for work beyond the completion date.

**FISCAL IMPACT:** This is a budgeted Capital Improvement Plan Project (BLD093). A budget adjustment has been implemented for the forward funding request in March.

**CONCURRENCES:** Budget and Finance (Fiscal), Director of Engineering

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

		<b>Ford Audio-Video Systems, LLC Tulsa, OK</b>
<b>1</b>	<b>Base Bid:</b>	
	Paging & Shared A/V Equipment, Divisible Room (B110 & B112), Lobby (A119), Reception (A101), Learning Resource (A141), Office (A104), Office (A109), Conference (A112) & Weight Room (A123)	\$431,302.00
<b>2</b>	<b>ALTERNATES:</b>	
A.	ADD / Deduct Alternate No. 1: ADD LARGE CLASSROOM (B100) – Provide in accordance with Section 012300 - Alternates.	\$97,088.18
B.	ADD/Deduct Alternate No. 2: ADD LARGE CLASSROOM (B102) – Provide in accordance with Section 012300 - Alternates.	\$49,115.24
C.	ADD/Deduct Alternate No. 3: ADD MULTI-PURPOSE ROOM (C100) – Provide in accordance with Section 012300 - Alternates.	\$137,060.00
D.	ADD/Deduct Alternate No. 4: ADD DISPLAYS – MPR VIDEO WALL (C100) – Provide in accordance with Section 012300 - Alternates.	\$67,239.71
E.	ADD/Deduct Alternate No. 5: ADD SMALL CLASSROOM (A134) – Provide in accordance with Section 012300 - Alternates.	\$46,301.82
F.	ADD/Deduct Alternate No. 6: ADD SMALL CLASSROOM (B116) – Provide in accordance with Section 012300 -Alternates.	\$46,168.54
G.	ADD/Deduct Alternate No. 7: ADD SMALL CLASSROOM (B119) – Provide in accordance with Section 012300 -Alternates.	\$44,545.50
H.	ADD/Deduct Alternate No. 8: ADD SMALL CLASSROOM (B106) – Provide in accordance with Section 012300 -Alternates.	\$45,163.70
I.	ADD/Deduct Alternate No. 9: ADD SMALL CLASSROOM/SIMULATION LAB (B109) – Provide in accordance with Section 012300 -Alternates.	\$124,321.16
<b>Total Base Bid plus Alternates A thru I</b>		<b>\$1,088,306.00</b>

**Remarks / Exceptions:**

Ford Audio-Video Systems, LLC – Due to the technical nature of the scope of work on this project, Ford will self-perform all work utilizing its full-time staff for the installation, engineering and completion of this job. Ford does not anticipate using the services of any subcontractors.

**Ford Audio-Video Systems, LLC  
Tulsa, OK**

<b>SCHEDULE A – EQUIPMENT LIST SUMMARY</b>		
<b>WASHINGTON COUNTY PUBLIC SAFETY TRAINING CENTER AUDIOVISUAL SYSTEM</b>		
Base Bid		4/8/2021
Room	Type	Cost
A119	Lobby	\$3,395.92
A101	Reception	\$7,692.66
A141	Learning Resource	\$5,368.86
A104	Office	\$5,368.86
A109	Office	\$5,368.86
A112	Conference Room	\$9,129.34
A123	Weight Room	\$9,365.78
B110 & B112	Divisible Room	\$198,448.16
N/A	Paging & Shared AV Equipment	\$187,163.24
<b>BASE BID TOTAL:</b>		<b>\$431,301.68</b>
<b>ALTERNATES</b>		
Room	Type	Cost
B100	Large Classroom	\$97,088.18
B102	Large Classroom	\$49,115.24
C100	Multi-Purpose Room	\$137,060.00
C100	Displays – MPR Video Wall	\$67,239.71
A134	Small Classroom	\$46,301.82
B116	Small Classroom	\$46,168.54
B119	Small Classroom	\$44,545.50
B106	Small Classroom	\$45,163.70
B109	Small Classroom / Simulation Lab	\$124,321.16
<b>ALTERNATES TOTAL:</b>		<b>\$657,003.85</b>
<b>TOTAL BASE BID PLUS ALTERNATES</b>		<b>\$1,088,305.53</b>

\*Difference in the two (2) totals of Base Bid plus Alternates is found in the Base Bid. Total here was round up to \$431,302.00  
True amount was \$431,301.68

		Corbett Technology Solutions, Inc. Chantilly, VA
<b>1</b>	<b>Base Bid:</b>	
	Paging & Shared A/V Equipment, Divisible Room (B110 & B112), Lobby (A119), Reception (A101), Learning Resource (A141), Office (A104), Office (A109), Conference (A112) & Weight Room (A123)	\$426,507.45
<b>2</b>	<b>ALTERNATES:</b>	
A.	ADD / Deduct Alternate No. 1: ADD LARGE CLASSROOM (B100) – Provide in accordance with Section 012300 - Alternates.	\$60,203.17
B.	ADD/Deduct Alternate No. 2: ADD LARGE CLASSROOM (B102) – Provide in accordance with Section 012300 - Alternates.	\$61,444.16
C.	ADD/Deduct Alternate No. 3: ADD MULTI-PURPOSE ROOM (C100) – Provide in accordance with Section 012300 - Alternates.	\$149,075.62
D.	ADD/Deduct Alternate No. 4: ADD DISPLAYS – MPR VIDEO WALL (C100) – Provide in accordance with Section 012300 - Alternates.	\$69,068.72
E.	ADD/Deduct Alternate No. 5: ADD SMALL CLASSROOM (A134) – Provide in accordance with Section 012300 - Alternates.	\$55,698.54
F.	ADD/Deduct Alternate No. 6: ADD SMALL CLASSROOM (B116) – Provide in accordance with Section 012300 - Alternates.	\$55,698.54
G.	ADD/Deduct Alternate No. 7: ADD SMALL CLASSROOM (B119) – Provide in accordance with Section 012300 - Alternates.	\$55,698.54
H.	ADD/Deduct Alternate No. 8: ADD SMALL CLASSROOM (B106) – Provide in accordance with Section 012300 - Alternates.	\$55,698.54
I.	ADD/Deduct Alternate No. 9: ADD SMALL CLASSROOM/SIMULATION LAB (B109) – Provide in accordance with Section 012300 - Alternates.	\$150,958.08
<b>Total Base Bid plus Alternates A thru I</b>		<b>\$1,140,051.36</b>

**Corbett Technology Solutions, Inc.**  
**Chantilly, VA**

## SCHEDULE A – EQUIPMENT LIST SUMMARY

### WASHINGTON COUNTY PUBLIC SAFETY TRAINING CENTER AUDIOVISUAL SYSTEM

Base Bid

4/8/2021

Room	Type	Cost
A119	Lobby	\$5,962.33
A101	Reception	\$8,866.33
A141	Learning Resource	\$8,639.81
A104	Office	\$8,639.81
A109	Office	\$8,639.81
A112	Conference Room	\$11,213.65
A123	Weight Room	\$10,999.54
B110 & B112	Divisible Room	\$688.44
N/A	Paging & Shared AV Equipment	\$0.00
	<b>BASE BID TOTAL:</b>	\$63,649.72
<b>ALTERNATES</b>		
Room	Type	Cost
B100	Large Classroom	\$60,203.17
B102	Large Classroom	\$61,444.16
C100	Multi-Purpose Room	\$149,075.62
C100	Displays – MPR Video Wall	\$69,068.72
A134	Small Classroom	\$55,698.54
B116	Small Classroom	\$55,698.54
B119	Small Classroom	\$55,698.54
B106	Small Classroom	\$55,698.54
B109	Small Classroom / Simulation Lab	\$150,958.08
	<b>ALTERNATES TOTAL:</b>	\$713,543.91
	<b>TOTAL BASE BID PLUS ALTERNATES</b>	\$777,193.63

**Corbett Technology Solutions, Inc.**  
**(This is a breakdown of prices on the Equipment Lists per Room)**

<b>Small Classroom A134</b>	<b>Small Classroom B106</b>	<b>Small Classroom B116</b>	<b>Small Classroom B119</b>	<b>Large Classroom B100</b>	<b>Large Classroom B102</b>	<b><u>Lobby</u></b>	<b><u>Reception</u></b>	<b>Offices, Learning Res.</b>	<b>Weight Room</b>
11,335.55	11,335.55	11,335.55	11,335.55	11,335.55	11,335.55	\$1,021.20	\$1,021.20	\$1,021.20	\$2,042.40
4,010.55	4,010.05	4,010.05	4,010.05	4,010.05	4,010.05	\$183.54	24.03	24.03	1,035.00
5,669.50	5,669.50	5,669.50	5,669.50	\$8,698.60	\$8,698.60	\$70.73	\$1,035.00	\$1,000.35	\$575.00
575.00	575.00	575.00	575.00	575.00	575.00		143.75	575.00	172.50
575.00	575.00	575.00	575.00	575.00	575.00		575.00	183.54	367.08
3,680.00	1,840.00	3,680.00	3,680.00	3,680.00	3,680.00		183.54	51.75	51.75
918.85	918.85	918.85	918.85	918.85	918.85		51.75	169.67	251.91
189.75	189.75	189.75	189.75	189.75	189.75		178.11		
1,667.50	1,167.50	1,667.50	1,667.50	1,667.50	1,667.50				
1,438.78	1,438.78	1,438.78	1,438.78	1,438.78	1,438.78				
454.25	454.25	454.25	454.25	454.25	454.25				
1,476.60	369.15	1,476.60	1,476.60	1,476.60	2,214.90				
3,335.00	3,335.00	3,335.00	3,335.00	3,335.00	3,335.00				
575.00	575.00	575.00	575.00	575.00	575.00				
155.71	155.71	155.71	155.71	155.71	155.71				
135.69	135.69	135.69	135.69	135.69	135.69				
345.00	345.00	345.00	345.00	345.00	345.00				
74.75	74.75	74.75	74.75	74.75	74.75				
2,148.98	2,148.98	2,148.98	2,148.98	2,326.77	2,370.11				
<b>38,761.46</b>	<b>35,313.51</b>	<b>38,760.96</b>	<b>38,760.96</b>	<b>41,967.85</b>	<b>42,749.49</b>	<b>\$1,275.47</b>	<b>\$3,212.38</b>	<b>\$3,025.54</b>	<b>\$4,495.64</b>



Conference Room	Divisible Room	Simulation Lab	MPR	Shared Equipment	Displays - MPR Video Wall	Total of All Rooms (Alternates)	TOTAL Base Bid plus Alternates	
\$4,181.40	\$34,006.65	\$34,006.65	\$31,618.10	\$20,700.00	\$40,843.40	\$38,761.46	\$426,507.45	Base Bid
129.67	\$12,030.15	\$12,030.15	\$8,763.00	\$8,625.00	\$455.40	35,313.51	\$788,628.09	Alternates
\$167.89	\$34,794.40	\$17,526.00	\$1,643.65	\$16,100.00	\$5,283.90	\$38,760.96	<b>\$1,215,135.54</b>	<b>TOTAL</b>
1,035.00	\$8,763.00	\$1,643.65	\$575.00	\$24,150.00	\$1,207.50	\$38,760.96		
143.75	\$1,643.65	\$5,669.50	\$575.00	\$4,600.00	\$2,805.09	\$41,967.85		
575.00	\$1,150.00	\$575.00	\$575.00	\$9,200.00	<b>\$50,595.29</b>	\$42,749.49		
183.54	\$1,150.00	\$575.00	\$1,150.00	\$1,150.00		\$1,275.47		
51.75	\$402.50	\$1,725.00	\$805.00	\$381.99		\$3,212.38		
379.65	\$12,880.00	\$402.50	\$402.50	\$7,013.85		\$3,025.54		
	\$1,837.70	\$7,360.00	\$3,680.00	\$5,290.00		\$4,495.64		
	\$379.50	\$6,897.70	\$431.25	\$19,320.00		\$6,847.65		
	\$1,282.25	\$918.85	\$189.75	\$3,220.00		\$139,488.47		
	\$1,167.50	\$52.90	\$2,173.50	\$933.06		\$112,640.23		
	\$2,877.56	\$241.50	\$1,645.65	\$124.20		\$99,213.51		
	\$1,817.00	\$189.75	\$4,577.00	\$478.17		\$131,519.68		
	\$4,429.80	\$3,335.00	\$57.50	\$364.84		\$50,595.29		
	\$6,670.00	\$1,438.78	\$1,610.00	\$2,369.92		<b>\$788,628.09</b>		
	\$1,610.00	\$908.50	\$381.80	\$207.00				
	\$402.50	\$1,476.60	\$1,725.00	\$7,291.65				
<b>\$6,847.65</b>	\$622.84	\$602.60	\$345.00	<b>\$131,519.68</b>				
	\$407.07	\$6,670.00	402.50					
	\$1,035.00	\$575.00	\$1,282.25					
	\$218.72	\$407.07	\$1,955.00					
	\$149.50	\$690.00	\$759.00					
	\$7,761.18	\$328.08	\$8,186.85					
		\$149.50	\$1,817.00					
		\$6,244.95	\$5,842.00					
	<b>\$139,488.47</b>	<b>\$112,640.23</b>	\$6,670.00					
			\$575.00					
			\$348.28					
			\$34.68					
			\$175.39					
			\$664.68					
			\$218.72					
			\$1,380.00					
			\$149.50					
			\$5,828.96					
			<b>\$99,213.51</b>					



## Agenda Report Form

### Open Session Item

**SUBJECT:** Contract Award (PUR-1504) Construction/Building Inspection Services Requirements Contract

**PRESENTATION DATE:** June 22, 2021

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing and Richard Eichelberger, Director of Construction

**RECOMMENDED MOTION:** Move to award a *primary*, based on the responsive, responsible proposal with the lowest price proposal amount; and, as permitted in the Request for Proposals (RFP), to award a *stand-by* contract based on the responsive, responsible proposal with the next lowest price proposal amount, at the specified unit costs and estimated hours (no minimum or maximum guaranteed).

**REPORT-IN-BRIEF:** The services under this contract consist of providing construction/building inspection services, as well as field and laboratory services for various projects located throughout the County. The projects may include maintenance and construction of roads, traffic signals, bridges, drainage structures, waterlines, sewer lines, buildings or any similar public improvements projects. The duration of the contract shall be for a period of two (2) years tentatively to begin June 1, 2021, with an option by the County to renew for up to three (3) additional one (1) year periods. Under the terms of the contract, other political jurisdictions within the County may utilize the services provided as a result of this contract. This is a requirements contract; therefore, services will be utilized on an as-needed basis at the respective hourly unit prices for each class of inspector and at the unit price for each test as specified in their Price Proposals with no guarantee of a maximum or minimum number of hours or tests.

The RFP was advertised on the County's web site with access to downloading the RFP, the State's "eMaryland Marketplace Advantage" web site, and in the local newspaper. Access to/download of the RFP document was performed by fifty (50) persons/firms, nine (9) firms were represented at the pre-proposal teleconference. Three (3) firms responded with proposal submittals. The meeting of the Committee was held on Monday, June 7, 2021 to review Qualifications & Experience Proposals. As a result of evaluation of their Qualifications & Experience Proposals of the three (3) firms were determined to be responsive to the RFP; therefore, the Price Proposals of those were opened and evaluated (see attached Proposal Tabulation Sheet). The Coordinating Committee was comprised of the following members: Deputy Director of Engineering & Construction Management – Engineering (Chairman Designee), Deputy Director of Engineering and Construction Management – Construction, Deputy Director of Environmental Management, Construction Inspector – Division of Engineering and Construction Management, and the Director of Purchasing.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in various project accounts for these services.

**CONCURRENCES:** As recommended by the unanimous decision of the Coordinating Committee

**ALTERNATIVES:** To hire personnel to perform the services

**ATTACHMENTS:** N/A



## Agenda Report Form

### Open Session Item

**SUBJECT:** Bid Results/Award Update – Natural Gas Supply Service to Washington County Government and Washington County Volunteer Fire & Rescue Association of MD, Inc.

**PRESENTATION DATE:** June 22, 2021

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing, Richard Anderson of CQI Associates, LLC, and Andrew Eshleman, Director – Division of Public Works

**RECOMMENDED MOTION:** Move to concur and enter into the record the results of the contract award made on April 18, 2021 to Direct Energy Business Marketing, LLC dba Direct Energy Business of Iselin, NJ of the bid (WCPS Bid #2021-28) for Natural Gas Supply Services at the following rate: Base Bid Price – All-In Fixed Price to the City Gate for 48 months of service tentatively beginning July 1, 2021 at \$0.3734 Per/Therm.

**REPORT-IN-BRIEF:** On March 9, 2021, the Board approved entering into a cooperative purchasing effort with the Washington County Public Schools (WCPS). The appointed *Primary Representative* and a *Secondary Representative* (Alternate) acts on behalf of the Board to enter into a contract immediately following the bid opening for natural gas supply services.

The objective of the co-op was to allow one organization (WCPS-lead jurisdiction) to issue a solicitation for natural gas supply services, the specifications of which would represent the needs of both participating organizations; the natural gas requirements of the Washington County Volunteer Fire & Rescue Companies were also included. Each participant would then make its own individual award to the successful bidder. This objective had the effect of lowering administrative costs by the participating organizations, avoiding duplication of effort, obtaining better prices through economies of scale, and allowing for the exchange of information and expertise.

Bids were received from the sole pre-qualified suppliers on May 19, 2021. The bid evaluation committee discussed the bid. Immediately following the bid pricing deadline on May 19, 2021, the representatives of WCPS and Washington County Government (acting for itself and on behalf of the Washington County Volunteer Fire & Rescue Association of MD, Inc.) agreed to award the contract as recommended above. The bid also included a 12-month period bid of \$0.4051/Therm, a 24-month period bid of \$0.3864/Therm, a 36-month period bid of \$0.3795/Therm, a 48-month period bid of \$0.3734/Therm and a 60-month period bid of \$0.373/Therm.

The 48-month price option was chosen over the shorter periods based upon anticipated increase of savings, and recommendation by the energy consultant, CQI Associates, Inc.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Savings over *standard offer rates* for natural gas. Funds in the total amount of \$315,830 are presently budgeted in individual FY'22 departmental budgets for natural gas and \$308,400 was budgeted for FY'21. The natural gas budgets are based on four (4) prior-year actuals and forecasted rate changes.

**CONCURRENCES:** The co-op member representatives and the consultant.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Price proposal form

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

## RFP 2021-28 Natural Gas Supply Price Proposal Form

<b>Vendor Name:</b>	<b><u>Direct Energy Business Markting, LLC</u></b>
<b>Company Address:</b>	<b><u>194 Wood Ave South, Iselin, NJ 08830</u></b>
<b>Contact Person:</b>	<b><u>Sandra Seastream</u></b>
<b>Phone:</b>	<b><u>732-395-8943</u></b>
<b>Email:</b>	<b><u>sandra.seastream@directenergy.com</u></b>
<b>Cell Phone:</b>	<b><u>732-395-8943</u></b>
<b>Facsimile:</b>	<b><u>(732) 516-3399</u></b>

Attach a list of Washington County Public Schools, Washington County Government, and the Washington County Volunteer Fire and Rescue Association account numbers and location addresses included in the Bid Price A & B shown on the BIDDERS confirming ATTACHMENT A. **THIS IS A MANDATORY REQUIREMENT**

- 1 Base Bid Price:** *All-in Fixed Price to the “City Gate” for service effective July 1, 2021 for 12 months / 24 months / 36 months / 48 months / 60 months.*  
***THIS IS A MANDATORY REQUIREMENT TO BE CONSIDERED RESPONSIVE.***

Term	July 2021 - June 2022 (12 months)
PRICE PER THERM	0.4051

Term	July 2021 - June 2023 (24 months)
PRICE PER THERM	0.3864

Term	July 2021 - June 2024 (36 months)
PRICE PER THERM	0.3795

Term	July 2021 - June 2025 (48 months)
PRICE PER THERM	0.3734

Term	July 2021 - June 2026 (60 months)
PRICE PER THERM	0.373

- 2 Alternate Base Bid Price #1:** Fixed “Basis” Price with Bidders Margin included with the commodity indexed based on the posted NYMEX rate to the “City Gate” for service effective **July 1, 2021 for 12 months / 24 months / 36 months / 36 months / 48 months / 60 months.**  
**THIS IS NOT A MANDATORY REQUIREMENT TO BE CONSIDERED RESPONSIVE.**

Term	July 2021 - June 2022 (12 months)
BASIS PRICE PER THERM	0.095

Term	July 2021 - June 2023 (24 months)
BASIS PRICE PER THERM	0.0916

Term	July 2021 - June 2024 (36 months)
BASIS PRICE PER THERM	0.0913

Term	July 2021 - June 2025 (48 months)
BASIS PRICE PER THERM	0.0874

Term	July 2021 - June 2026 (60 months)
BASIS PRICE PER THERM	0.0881

**3 Alternate Base Bid Price #2:** Bidders Option with a written explanation of the price proposal. Acceptance is at the determination of the Evaluation Committee if considered in the best interest of the Washington County Public Schools, Washington County Government, and the Washington County Volunteer Fire and Rescue Association.


**THIS IS NOT A MANDATORY REQUIREMENT TO BE CONSIDERED RESPONSIVE.**

Term	From July 2021 -
PRICE PER THERM	

Explain Bidders Pricing Option for Alternate Base Bid Price #2:

List all items Attached:

In compliance with this Bid, the undersigned hereby proposes and agrees to provide Products and Services as requested, in accordance with these Bid specifications and any addenda, for the above rates listed above.

Name (Print)	Direct Energy Business Marketing, LLC
Signature of Authorized Representative	
Name of Authorized Representative (Print)	James Connolly
Company	Direct Energy Business Marketing, LLC
Title	VP Sales
Email Address	sandra.seastream@directenergy.com
Federal I.D. Number	80.0909818
Date Submitted	5/19/2021



## Agenda Report Form

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### Open Session Item

**SUBJECT:** FY 2022 Local Parks and Playground Infrastructure State Funding

**PRESENTATION DATE:** June 22, 2021

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

**RECOMMENDED MOTION:** Consensus for staff to prepare a project funding schedule and budget adjustment for the expenditure of \$1,500,000 in FY2022 Local Parks and Playground Infrastructure State funds.

**REPORT-IN-BRIEF:** The State's FY22 capital budget (HB 590) included general obligation bond funding for Local Parks and Playgrounds Infrastructure. Washington County staff is seeking consensus on the expenditure of these funds in order to prepare a funding schedule to the state and County budget adjustment forms.

**DISCUSSION:** The State's FY2022 capital budget included a total of \$85 million in bond funding to the county administrative units managing local parks to design, construct and capital equip indoor and outdoor park infrastructure and other capital-eligible projects that enhance recreational amenities, including but not limited to trails, playgrounds, and recreational facilities. Washington County will receive \$1.5 million. Project funds shall be encumbered during the State Fiscal Year 2022 which begins on July 1, 2021 and ends June 30, 2022. The Maryland Department of Natural Resources shall administer funds in a similar manner as Program Open Space grants for development projects with the exception that the matching requirement is waived and there are more specific requirements related to general public access.

To be eligible for funding projects must be:

- Located on land owned or controlled by the local government
- Design, construct and/or capital equip park infrastructure
- 100% accessible to the general public
- Have a useful life expectancy of at least 15 years.

In the most recent County parks survey, improved facilities was the second most requested item behind walking/hiking trails. Washington County has many park facilities that were constructed in the 1970s and 80s and are in need of modernization and improvement. Staff discussed with the Recreation and Parks Board and is proposing the funds be used for modernization efforts to improve patrons' user experience in parks that are geographically located throughout the County.

Proposed Park Locations:

- Camp Harding
- Chestnut Grove
- Clear Spring
- Devils Backbone
- Marty Snook
- Pen Mar

**FISCAL IMPACT:** Washington County will receive \$1.5 million in reimbursement for eligible project expenses. Washington County will need to pay for up front expenses and submit for reimbursements to the state.

Budget adjustments will be prepared for existing County Capital Improvement Accounts and are tentatively proposed as follows:

Park Playground Equipment/Surfacing Replacement – Various Locations: \$1,015,000

County Parks Bathroom/Drinking Fountain Upgrades: \$160,000

Roof Replacements at Various Locations: \$325,000

**CONCURRENCES:** Washington County Recreation and Parks Advisory Board

**ALTERNATIVES:** Recommend different projects

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Construction Bid Award – HVAC Work at 17718 Virginia Avenue

**PRESENTATION DATE:** June 22, 2021

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

**RECOMMENDED MOTION:** Move to award the contract for the heating, ventilation, and air conditioning (HVAC) work at 17718 Virginia Avenue to the lowest responsive, responsible bidder, M.S. Johnston Company of Hagerstown, for the amount of \$295,380.00 which includes the base bid plus alternates 1 and 2.

**REPORT-IN-BRIEF:** The project was advertised in the Herald Mail, on the County's website, and on the State of Maryland's website, "e-Maryland Marketplace Advantage (eMMA)." Two (2) bids were received and opened on Wednesday, June 9, 2021, as listed below.

Contractor:

M.S. Johnston Company  
Denver-Elek

Total Bid:

\$ 295,380.00  
\$ 515,300.00

The bids were evaluated and the low bid is in order. The engineer's estimate is \$300,000.

**DISCUSSION:** The existing HVAC system is insufficient in providing the heating/cooling needs for the newly renovated space. This will be the final phase of HVAC work for the building. The project will consist of installing new heating/cooling units and new duct work for the early voting space and equipment storage areas. The project is a 90 consecutive calendar day contract with an anticipated notice to proceed in July and a completion date in October 2021. The bid documents include liquidated damages in the amount of \$250.00 per calendar day for work beyond the completion date.

**FISCAL IMPACT:** The project will utilize available funds from the Systemic Improvements-Buildings account (BLD078) in the Capital Improvement Plan (CIP).

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation

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





**WASHINGTON COUNTY DIVISION OF ENGINEERING  
BID TABULATION**

**17718 VIRGINIA AVENUE HVAC REPLACEMENT (Phase-2)  
COUNTY CONTRACT NO. MS-HV-291-28**

	<b>MS JOHNSTON COMPANY <i>Hagerstown, MD</i></b>	<b>DENVER-ELEK <i>Baltimore, MD</i></b>
<b>Base Bid</b>	\$145,215.00	\$280,500.00
<b>Alternate No. 1</b>	\$70,355.00	\$118,400.00
<b>Alternate No.2</b>	\$79,810.00	\$116,400.00
<b>TOTAL BID</b>	\$295,380.00	\$515,300.00



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Application for Zoning Text Amendment RZ-20-002 – Consensus discussion

**PRESENTATION DATE:** June 22, 2021

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

**RECOMMENDED MOTION:** Consensus to approve/deny the text amendment as presented.

**REPORT-IN-BRIEF:** Application is being made to amend several sections of the Zoning Ordinance to address uses associated with short term residential rentals.

**DISCUSSION:** Residential rental facilities are not a new trend in land use. These types of uses have been motivated over time by tourists and visitors who wish to have more unique accommodations than those provided by a typical hotel complex.

The principal difference between traditional residential rental facilities of the past versus the more modern trends of today is the lack of occupancy of the property owner. Many of the rental opportunities presented to visitors are single family dwellings that are smaller in size than typical owner-occupied uses and are strategically placed to take advantage of scenic views, proximity to tourist destinations, and rural settings that offer tranquil settings.

Because proximity can cause compatibility issues in the urbanized areas, Staff has recommended allowing short term residential rentals in all residential districts by special exception use only. This would provide neighbors with notice of a proposed new use in the area and offer an opportunity to comment on concerns they have unique to each application. Because proximity is less of an issue in rural areas of the County, Staff has proposed to allow them as principally permitted uses. To avoid other compatibility conflicts with neighboring properties, Staff has recommended that minimum parking standards be implemented and that rental stays not exceed 30 days in length.

This item was presented to the Washington County Planning Commission at a Public Information Meeting held during their regular meeting on April 5, 2021. One verbal comment was received in favor of the changes. It was then brought back for recommendation at the May 3, 2021 meeting, where the members unanimously recommended approval of the proposed text amendments with comments. Changes requested by the Planning Commission are addressed in the attached proposed text amendments document.

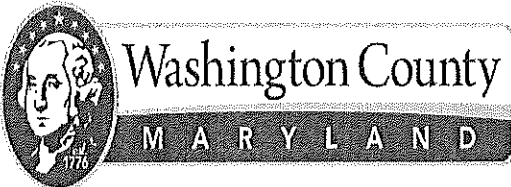
**FISCAL IMPACT:** N/A

**CONCURRENCES:** Washington County Planning Commission

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Proposed text amendments, staff report, Planning Commission minutes, Planning Commission recommendation

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



WASHINGTON COUNTY PLANNING COMMISSION  
ORDINANCE TEXT AMENDMENT APPLICATION

FOR PLANNING COMMISSION USE ONLY

Rezoning No. \_\_\_\_\_

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

Washington County Department of Planning & Zoning

Applicant

100 W. Washington Street, Suite 2600, Hagerstown, MD  
21740

Address

Primary Contact

Address

☐ Property Owner

☐ Attorney

☐ Other: \_\_\_\_\_

☐ Contract Purchaser

☐ Consultant

240-313-2430

Phone Number

E-mail Address

☐ Adequate Public Facilities Ordinance

☐ Forest Conservation Ordinance

☐ Subdivision Ordinance

☐ Solid Waste Plan

☐ Water and Sewer Plan

☒ Zoning Ordinance

☐ Other \_\_\_\_\_

Section No. 3, 7A, 8, 9, 10, 11, 12, 19C, 22, 28A

Please provide the proposed text on a separate sheet of paper as follows: strike-through should be used for deletions [~~deletions~~], unchanged wording in regular type, and new wording should be underlined [new wording].

  
Applicant's Signature

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires on \_\_\_\_\_

Notary Public

FOR PLANNING COMMISSION USE ONLY

☐ Application Form

☐ Fee Worksheet

☐ Application Fee

☐ Proposed Text Changes

☐ 30 copies of complete Application

PROPOSED TEXT AMENDMENTS FOR RZ-20-002  
SHORT-TERM RESIDENTIAL RENTALS

- (1) **ARTICLE 3 – DISTRICTS ESTABLISHED; ZONING MAPS, DISTRICT BOUNDARIES; LAND USE REGULATIONS (RURAL AREA USES)** is amended as follows:

Section 3.3 (1) Table of Land Use Regulations

A(R)-Agriculture (Rural)  
EC-Environmental Conservation  
P-Preservation  
RV-Rural Village RB-Rural Business IM-Industrial Mineral

Table No. 3.3(1)  
TABLE OF LAND USE REGULATIONS  
(RURAL AREA USES)

LAND USES	A(R)	EC	P	RV	RB	IM
<b>B. Accommodation and Food Service</b>						
Bed and Breakfast; up to five (5) guest rooms	A	A	A	SE	P	N
Boarding or Rooming Houses	SE	SE	SE	P	P	N
<u>Short-term Residential Rental</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>SE</u>	<u>N</u>	<u>N</u>

P-Permitted  
SE-Special Exception  
A-Accessory  
N-Not Permitted

- (2) **ARTICLE 7A – “RT” RESIDENTIAL, TRANSITION DISTRICT**

Section 7A.2 Special Exception Uses

(h) Short-term Residential Rental

- (3) **ARTICLE 8 – “RS” RESIDENTIAL, SUBURBAN DISTRICT**

Section 8.2 Special Exception Uses

(k) Short-term Residential Rental

- (4) **ARTICLE 9 – “RU” RESIDENTIAL, URBAN DISTRICT**

Section 9.2 Special Exception Uses

(k) Short-term Residential Rental

- (5) **ARTICLE 10 – “RM” RESIDENTIAL, MULTI-FAMILY DISTRICT**

Section 10.2 Special Exception Uses

(l) Short-term Residential Rental

- (6) **ARTICLE 11 – “BL” BUSINESS, LOCAL DISTRICT**

Section 11.1 Principal Permitted Uses

(I) Short-term Residential Rental

**(7) ARTICLE 12 – “BG” BUSINESS, GENERAL DISTRICT**

Section 12.1 Principal Permitted Uses

(a) Short-term Residential Rental

**(8) ARTICLE 19C – “SED” SPECIAL ECONOMIC DEVELOPMENT DISTRICT**

Section 19C.2 Principal Permitted Uses

(a) Short-term Residential Rental

**(9) ARTICLE 22 DIVISION I – OFF STREET PARKING AND LOADING AREA REQUIREMENTS**

Section 22.12(b)

1. Minimum Spaces Required

Land Use	Parking Required
<u>Short-term residential rental, Bed and Breakfast, and Boarding House</u>	<u>1 parking space per bedroom</u>

**(10) ARTICLE 28A – DEFINITIONS**

**Dwelling:**

A building containing one or more dwelling units. The term “dwelling” or any combination thereof shall not be deemed to include hotel, boarding/rooming house, motel, clubhouse, hospital, short-term residential rental or other accommodations used for more or less transient occupancy.

**Short-term Residential Rental:**

A non-owner-occupied residential structure that provides temporary lodging to transient guests for compensation. Proprietors may rent all or a portion of the structure. Such uses shall not exceed rental of individual rooms or the entire structure for more than 30 consecutive days per client/reservation. No site plan is required, however, off street parking must be provided in accordance with Article 22 Division 1 of this Ordinance. Signage that requires a zoning permit is prohibited.



DEPARTMENT OF PLANNING & ZONING  
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

May 23, 2021

RZ-20-002

**APPLICATION FOR TEXT AMENDMENT – RZ-20-002**  
**PLANNING COMMISSION RECOMMENDATION**  
**Articles: 3, 7A, 8, 9, 10, 11, 12, 19C, 22 & 28A**

**RECOMMENDATION**

On April 5, 2021, the Planning Commission held a public rezoning information meeting to consider text amendments to Articles 3, 7A, 8, 9, 10, 11, 12, 19C, 22 and 28A of the Washington County Zoning Ordinance to short-term residential rentals. A staff summary of the purpose and effects of the proposed amendments was presented to the Planning Commission and opportunity was provided for public comment. One verbal comment in favor of the changes was received for this case. The Washington County Planning Commission took action at its regular meeting held on Monday, May 3, 2021 to recommend approval of Text Amendment RZ-20-002 to the Board of County Commissioners.

Copies of the application and the Staff Report and Analysis by the Department of Planning & Zoning, approved minutes of the April 5, 2021 public information meeting and draft minutes of the May 3, 2021 regular meeting are attached.

Respectfully submitted,

Jill Baker, Director  
Washington County Department of  
Planning & Zoning

**Attachments**

cc: Kirk Downey  
file



DEPARTMENT OF PLANNING & ZONING  
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-20-002

March 22, 2021

WASHINGTON COUNTY ZONING ORDINANCE  
STAFF REPORT AND ANALYSIS

ARTICLES 3, 7A, 8, 9, 10, 11, 12, 19C, 22 & 28A

**Proposal:** Application is being made to amend several sections of the Zoning Ordinance to address uses associated with short term residential rentals.

**Staff Report:** Residential rental facilities are not a new trend in land use. These types of uses have been motivated over time by tourists and visitors who wish to have more unique accommodations than those provided by a typical hotel complex.

Historically, visitors seek out these accommodations for the more personal attention provided by a live-in host. Typically, these owner-occupied uses provide meal services and rent individual rooms in the home that may or may not share bathroom facilities. These uses also provide access to shared areas of the home such as living or entertainment rooms that are available to all of the guests in the facility. Currently, the Zoning Ordinance allows for these types of uses in all residential districts when the structure is owner-occupied.

More recent trends are leading to the absence of property owners being present in the residence at the time of rental. This often leads to the continuous rental of previously owner-occupied structures by a variety of visitors on a daily, weekly, or even monthly basis. The purpose of these amendments is to modernize the Zoning Ordinance to accommodate these new trends commonly known as short term rental facilities.

**Analysis:**

The principal difference between traditional residential rental facilities of the past versus the more modern trends of today is the lack of occupancy of the property owner. Many of the rental opportunities presented to visitors are single family dwellings that are smaller in size than typical owner-occupied uses and are strategically placed to take advantage of scenic views, proximity to tourist destinations, and rural settings that offer tranquil settings.

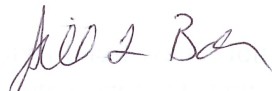
From a land use perspective, short term rentals are typically difficult to differentiate from regular owner-occupied dwellings. Functionally, rentals are used for the same purpose as residential uses except that the occupant changes more often. This minor difference in function is less noticeable in rural areas where dwellings are usually located further apart from one another whereas rentals in urbanized areas can attract attention from other neighborhood land owners.



Because proximity can cause compatibility issues in the urbanized areas, Staff has recommended allowing short term residential rentals in all residential districts by special exception use only. This would provide neighbors with notice of a proposed new use in the area and offer an opportunity to comment on concerns they have unique to each application. Because proximity is less of an issue in rural areas of the County, Staff has proposed to allow them as principally permitted uses. To avoid other compatibility conflicts with neighboring properties, Staff has recommended that minimum parking standards be implemented and that rental stays not exceed 30 days in length.

**Staff Recommendation:** Based upon feedback and comments from other government agencies, developers, property owners, and the general public, Staff recommends approval of these amendments in order to provide consistent implementation of our land use policies and regulations.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jill L. Baker".

Jill L. Baker  
Director

**WASHINGTON COUNTY PLANNING COMMISSION  
REGULAR MEETING  
April 5, 2021**

Due to current social meeting restrictions put in place by the Governor of Maryland because of the COVID-19 pandemic, the Washington County Planning Commission held its regular monthly meeting on Monday, April 5, 2021 at 7:00 p.m. virtually using Zoom software. No physical meeting took place.

Planning Commission members present were: Clint Wiley, Robert Goetz, Denny Reeder, Jeff Semler, and Ex-officio County Commissioner Randall Wagner. Staff members present were: Washington County Department of Planning & Zoning: Jill Baker, Director; Jennifer Kinzer, Deputy Director; Travis Allen, Comprehensive Planner; Meghan Jenkins, GIS Analyst; and Debra Eckard, Administrative Assistant; Washington County Department of Plan Review & Permitting: Ashley Holloway, Director; Rebecca Calimer, Chief of Plan Review; Lisa Kelly, Senior Planner; and Scott Stotemyer, Planner.

Also present were: Steve Cvijanovich and Gordon Poffenberger, Fox & Associates, Inc. [SP-20-025] and Adrian Dungan [RZ-20-002].

**CALL TO ORDER**

The Chairman called the public rezoning information meeting to order at 7:00 p.m.

**PUBLIC REZONING INFORMATION MEETING**

**RZ-20-002**

Ms. Baker presented a proposed text amendment to the Washington County Zoning Ordinance for the inclusion of short-term residential rentals. Short-term residential rentals are similar to Bed and Breakfasts and boarding facilities which are currently permitted in the County and would provide a unique experience for visitors to Washington County. The proposed amendment would permit the short-term residential rentals in the rural areas and would be permitted by special exception in the urbanized areas.

**Public Comment**

- Adrian Dungan, 1107 Hoffmaster Road, Knoxville – Mr. Dungan stated that he is in favor of the proposed text amendment.

**Discussion and Comments:** Mr. Semler asked if this amendment would include Air B&Bs and VRBOs. Ms. Baker stated it would include these types of rentals.

There was a brief discussion regarding “pop-up” campgrounds. Ms. Baker explained that these would be considered a campground, not a short-term residential rental. Mr. Holloway noted that a campground is considered a commercial use; the proposed amendment is dealing with residential uses. The “pop-up” campgrounds are subject to the same rules and regulations as a campground.

The public rezoning information meeting closed at 7:15 p.m.

**MINUTES**

**Motion and Vote:** Mr. Reeder made a motion to approve the minutes of the March 1, 2021 Planning Commission regular meeting as presented. The motion was seconded by Mr. Semler and unanimously approved.

**Motion and Vote:** Mr. Semler made a motion to approve the minutes of the March 15, 2021 Planning Commission workshop meeting as presented. The motion was seconded by Mr. Reeder and unanimously approved.

**NEW BUSINESS****-SITE PLANS****2005 Greencastle Pike LLC – Huyett Business Park [SP-20-025]**

Ms. Kelly presented for review and approval a site plan for Huyett Business Park. The site is located along the west side of Greencastle Pike at its intersection with Business Parkway. The property is currently zoned HI (Highway Interchange). The developer is proposing to construct two buildings for commercial/industrial flex space. Building 1 will be 30,000 square feet in size with 12 bays and Building 2 will be 32,500 square feet in size with 13 bays. The site will be served by public water and public sewer. There are 121 parking spaces required; 121 spaces will be provided. There will be building mounted and pole mounted lighting. Freight and delivery are estimated to be 5 trips per day. There will be one access onto Business Parkway. The estimated number of employees is 50. Hours of operation will be 7:00 a.m. to 5:00 p.m., Monday thru Friday. Landscaping is proposed along the front of the building and within the parking islands. This site is eligible for the express procedure to meet Forest Conservation Ordinance requirements. A payment-in-lieu in the amount of \$12,414.60 has been paid by the developer. All agency approvals have been received.

**Motion and Vote:** Mr. Reeder made a motion to approve the site plan as presented. The motion was seconded by Mr. Semler and unanimously approved.

**OTHER BUSINESS****Staff Approvals**

Mr. Holloway presented the following information for the month of March for Plan Review – Land Use: 1 site plan, 7 standard grading plans, 2 final plats, 1 simplified plat, 2 subdivision plats, 5 inspection and maintenance agreements, 6 storm water standard plans, and 1 APFO road adequacy application were submitted.

**CIP Recommendation**

Ms. Baker presented a draft of the CIP that is currently being evaluated and reviewed by the Board of County Commissioners as part of the FY 2022 budget. The Planning Commission is charged with reviewing the list of projects contained in the CIP to determine if they are consistent with the County's adopted Comprehensive Plan and the Land Use Planning Goals. Staff recommends that these projects are consistent with the Comprehensive Plan.

**Motion and Vote:** Mr. Reeder made a motion to recommend approval to the Board of County Commissioners because the projects are consistent with the County's adopted Comprehensive Plan. The motion was seconded by Mr. Goetz and unanimously approved with Commissioner Wagner abstaining from the vote.

**Solid Waste Management & Recycling Plan Update**

Mr. Allen reminded members that an overview of the draft plan was presented during a Workshop meeting held in mid-March. Following that workshop meeting, staff sent members Chapters 1 – 3 for further review and comment. Chapters 4 and 5 will be forthcoming in the next week. The Solid Waste Department and the Environmental Management Advisory Committee have been closely involved in the review of this Plan; their comments have been incorporated.

**Motion and Vote:** Mr. Goetz made a motion to approve Chapters 1 – 3 as presented. The motion was seconded by Mr. Semler and unanimously approved.

**ELECTION OF OFFICERS**

**Motion and Vote:** Mr. Goetz made a motion to nominate Mr. Wiley as the Chairman and Mr. Kline as the Vice Chairman for the coming year. The motion was seconded by Mr. Reeder and unanimously approved with Commissioner Wagner abstaining from the vote.

**UPCOMING MEETINGS**

1. Monday, May 3, 2021, 7:00 p.m. – Washington County Planning Commission public rezoning information meeting and regular meeting

**ADJOURNMENT**

Commissioner Wagner made a motion to adjourn the meeting at 7:35 p.m. The motion was seconded by Mr. Goetz and so ordered by the Chairman.

Respectfully submitted,

  
\_\_\_\_\_  
Clint Wiley, Chairman



## Agenda Report Form

### Open Session Item

**SUBJECT:** Hotel Rental Tax Funding Request, Miss Maryland Pageant Lease Agreement Renewal

**PRESENTATION DATE:** June 22, 2021

**PRESENTATION BY:** Susan Buchanan, Director, Office of Grant Management, Jessica Green, The Maryland Theatre, Inc.

**RECOMMENDED MOTION:** Move to approve the request for renewal of the five-year lease agreement between The Maryland Theatre Association, Inc., the Carroll County Foundation, Inc. the City of Hagerstown and County to sponsor the Miss Maryland Pageant.

**REPORT-IN-BRIEF:** The Maryland Theatre has submitted a request for Hotel Rental Tax funding to support the continued community sponsorship of the Miss Maryland Pageant and associated renewal of a five-year lease between the Carroll County Foundation, Inc., the Maryland Theatre Association, Inc. the City of Hagerstown, and the County. The lease agreement obligates the County to guaranty a maximum of \$16,000 annually for five years.

**DISCUSSION:** As part of a community effort to retain the Miss Maryland Pageant in Hagerstown, MD, the Maryland Theatre, Inc. is requesting the County support a new five-year contract between the City of Hagerstown, the Maryland Theatre Association, Inc., the Carroll County Foundation, Inc., and the County. The contract obligates the County to provide a maximum of \$16,000 annually for five years towards the annual rental costs of the Maryland Theatre for the pageant. The lease period will be for June 2022 through 2026. The County has participated in similar lease agreements for this event for the periods 2011-2016 and 2017-2021. The amount of funds contributed by the County has remained constant through each lease renewal. Per the contract, the costs for each party are as follows:

Obligation of Carroll County Foundation, Inc. (Miss Maryland Pageant)	\$11,890
Obligation of City of Hagerstown	\$8,000
Obligation of County	\$16,000
Total Rental Costs	\$35,890

The Miss Maryland Pageant generates hotel night stays and stimulates support of County business, restaurants, and attractions; therefore, the event and support of this associated contract is an eligible use of Hotel Rental Tax funds.

**FISCAL IMPACT:** The Hotel Rental Tax Fund will be reduced by the amount of this award; \$16,000 per year for a total of \$80,000 over a five-year period.

**CONCURRENCES:** N/A

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

**ATTACHMENTS:** FY22-26 Lease Agreement

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



21 South Potomac Street  
Hagerstown, MD 21740  
(301) 790-3500 phone  
(301) 791-6114 fax

## LEASE

This LEASE (the "LEASE") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between The Maryland Theatre Association, Inc., a non-profit Maryland corporation, 21 S. Potomac Street, Hagerstown MD ("LANDLORD"), the Carroll County Foundation, Inc., a nonprofit Maryland corporation, ("TENANT"), the City of Hagerstown, a Maryland municipal corporation, ("CITY"), and the Board of County Commissioners of Washington County, Maryland ("COUNTY"), (CITY, and COUNTY shall also be referred to as "GUARANTOR" or collectively "GUARANTORS").

## RECITALS

The LANDLORD is the owner of certain real property and improvements situated at 21 S. Potomac Street Hagerstown, Maryland consisting of a certain historic structure known as The Maryland Theatre (the "PREMISES"). The TENANT has previously used the PREMISES for the purpose of conducting the Miss Maryland Scholarship Pageant and the Miss Maryland Outstanding Teen Pageant, (collectively, the "EVENTS"). The LANDLORD and the TENANT are desirous of entering into this LEASE so that the Events may continue as set forth in this LEASE, subject to the terms, conditions, and limitations of this LEASE. The GUARANTORS recognize that it is in its best interest to endorse, support, and advance the performance of this LEASE given the significant community benefit derived from having the sites of the Events in Hagerstown and Washington County and the LANDLORD is willing to enter into this LEASE provided that the GUARANTORS join in the execution of its LEASE to unconditionally guarantee the payment of the TENANT's rental obligations hereunder, as set forth below.

1. Term of the LEASE. The use of the PREMISES is hereby granted to the TENANT for the following dates (each Eight (8) day the "TERM") and for no other purpose of conducting the Events as follows:
  1. Beginning Sunday, June 19, 2022 and continuing for eight (8) consecutive days ending on the following Sunday.
  2. Beginning Sunday, June 18, 2023 and continuing for eight (8) consecutive days ending on the following Sunday.
  3. Beginning Sunday, June 16, 2024 and continuing for eight (8) consecutive days ending on the following Sunday.
  4. Beginning Sunday, June 15, 2025 and continuing for eight (8) consecutive days ending on the following Sunday.
  5. Beginning Sunday, June 21, 2026 and continuing for eight (8) consecutive days ending on the following Sunday.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: ER

2. USE DATES: The PREMISES shall be available to the TENANT on the above referenced dates beginning at 8:00 AM and ending at 11:59 PM daily. The technical staff shall not be permitted to work past these hours referenced above. Failure to comply with these hours shall result in a \$500.00 deduction from settlement in order to cover additional labor hours. Preliminary events shall start on the first day of the TERM promptly at 7:30PM and the final night will start promptly at 7:00PM.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EH

3. RETURN OF LEASE: Dates and details requested by TENANT are not considered firm until this LEASE is fully executed and signed by all parties. LEASE must be received and signed by June 1, 2021.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EH

4. LIABILITY INSURANCE: TENANT agrees to provide to the LANDLORD, no later than Sixty (60) days before the event, a certificate of insurance evidencing the following insurance coverages are in place:

General Liability Insurance	\$2,000,000 Annual Aggregate \$1,000,000 Per Occurrence
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Must include Liquor Liability if TENANT is responsible for dispensing or selling alcohol

Automobile Liability (including hired & non-owned vehicles)	\$1,000,000 Per Occurrence
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Worker's Compensation (if TENANT has employees)

a. State or District of Project Location	Statutory Limits
b. Employer's Liability Including Broad Form and Voluntary Compensation	\$500,000 Each Incident \$500,000 Disease, per Employee \$500,000 Disease Policy Limit

Umbrella Excess Liability	\$1,000,000 Aggregate \$1,000,000 Per Occurrence
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The LANDLORD shall be listed as an Additional Insured on a primary basis to the TENANT's General Liability (per ISO CG20101185 or equivalent), Auto Liability, and Umbrella policies. TENANT's insurance must be primary and non-contributory.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EH

5. CANCELLATION BY TENANT/DEFAULT: Should the TENANT cancel the either of the EVENTS covered by this LEASE or default in the performance of any of the terms and conditions of the LEASE, the REPRESENTATIVE of THE LANDLORD may terminate this LEASE. Upon termination of the LEASE for whatever reason, TENANT agrees to promptly remove at TENANT'S expense all its property from the PREMISES within Twenty-Four (24) hours. Any payments and deposits made to the LANDLORD shall be retained and the TENANT shall pay to the LANDLORD the rental fee costs of use for the applicable TERM, as the case may be, as if the performance has not been cancelled. Should the TENANT choose to cancel either of the EVENTS within **Ten (10) days** from the date of the cancelled EVENTS, the rental fee of use for the current year of the TERM will be due in full before the first day of the EVENTS. Should the TENANT choose to cancel the EVENTS more than **ten (10) days** from the date of the performance 50% of the rental fee of use for the current year of the TERM will be due in full before the first day of the EVENT. In the event that multiple refunds must be completed for patrons due to a cancelation, the TENANT will be billed at 8% credit card fee per refund. In the event of default by

TENANT and/or in the event of cancelation by TENANT, GUARANTORS shall not be obligated to pay their respective guaranty payments set forth in Paragraph 34, below.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: SK

6. PREMISES RENTED: The LANDLORD shall be paid the following flat rental fee on an annual basis for use of the PREMISES:

Year:	Rental Fee:
2022	\$35,890.00
2023	\$35,890.00
2024	\$35,890.00
2025	\$35,890.00
2026	\$35,890.00

This rental fee covers use of the House, Stage and Dressing Areas. The Lobby Areas and Rest Rooms are included for the entirety of the TERM. Additionally, the following spaces will be made available to the TENANT as listed below:

2<sup>nd</sup> floor conference room to be utilized by the event judges, auditors and their leaders for interviews, meetings and judges' meals Tuesday & Wednesday 9AM-11PM and Thursday-Saturday 6PM-11PM.

3<sup>rd</sup> floor rehearsal studio & adjoining restrooms to be utilized by contestants and their leaders for rehearsal only on Monday 9AM- 9PM.

4<sup>th</sup> floor ballroom to be utilized by contestants, pageant leaders and contestant family members for visitation on Wednesday- Friday evenings for 60 minutes after the completion of the performance that evening and must conclude prior to 11:59PM.

The offices, staff restrooms and other event spaces not mentioned above are not included. Restoration fees are collected to maintain the integrity of the historic landmark.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: SK

7. 501 (C) (3) Rental: TENANT must produce a copy of its 501(c)(3) certificate One Hundred and Twenty (120) days prior to event dates.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: SK

8. SETTLEMENT: An annual deposit of \$8,000.00 shall be payable to the LANDLORD by the TENANT by May 1<sup>st</sup> for each year of this LEASE. The balance of \$27,890.00 shall be paid in each year, due and payable within fifteen (15) days of the conclusion of the EVENTS.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: SK

9. TICKETS: The LANDLORD reserves the right to print, sell and/or distribute all tickets to events held at the PREMISES. The LANDLORD will sell tickets in the ticket sales office prior to the EVENTS during its regular hours of operation and for One (1) hour prior to the EVENTS. Ticket prices and on sale dates will be determined by the TENANT and communicated to the LANDLORD on an annual basis by no later than January 31<sup>st</sup>. Copies of the ticketing order form for Pageant Executive Directors and Princesses will be provided to the Landlord to use in the box office prior to the on sale date. On sale dates will be prior to April 15<sup>th</sup> annually. It is understood that the ticket office charges the patrons a \$5 service fee per ticket purchased and a \$10 service fee per season package purchased. Season package orders will not be available online and all order forms must be received annually by the Saturday of Memorial Day Weekend.



The proceeds from all tickets sold shall belong exclusively to the Miss Maryland Scholarship Organization ("MMSO") or any other assignee as determined by the TENANT and the identity of which has been provided prior to the EVENTS to the LANDLORD. The proceeds from all tickets sold by the LANDLORD, less the service fee, shall be due and payable to the MMSO within fifteen (15) days after the end of each TERM. The TENANT expressly authorizes the LANDLORD to make such payment to the MMSO notwithstanding the fact that such entity is not recited in the listing maintained by the Maryland Department of Assessments and Taxation.

The box office will reserve and utilize the following tickets complimentary printed for all four events, with no service fees: All 300 sections seating (for princesses), 200 section- rows D-H (for executive directors), 300 section-balcony rows BB-FF 109-113 (for princesses) and any other seats as determined by the TENANT prior to the on-sale dates.

The following seats will not be made available for sale: All box seats (reserved for contestant seating), 200 section- rows A-C (judges tables and seating and one row behind), and any other seats as determined by the TENANT prior to the on-sale dates. The TENANT agrees to pay a 4% charge for credit card sales per Section 31. Credit card fees are nonrefundable. The LANDLORD is entitled to 20 complimentary tickets to each performance comprising the EVENTS and the service fees will not apply to such tickets.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

10. ADVERTISING: TENANT shall not advertise any performance prior to the signing of this LEASE. Additional advertising opportunities with the LANDLORD may be available. The LANDLORD will advertise the EVENTS on its marquee and website up to Three (3) days prior to the date of and throughout the EVENTS at no cost to the TENANT. Every effort will be made by the TENANT, in communication with the LANDLORD, to promote the sales of the tickets to the general public in order to achieve a sold-out house.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

11. TECHNICAL REQUIREMENTS: The Technical Director must be informed of all technical requirements and must have current lighting plots and floors plans at least Thirty (30) working days prior to the EVENTS. All information including but not limited to talents, music, and contestant schedule must also be received prior to June 1<sup>st</sup> annually. All equipment brought in by the TENANT will be inspected by the Technical Director for possible safety violations, and the Technical Director will have final approval and authority for the use of such equipment. Technical information from the TENANT shall be first-hand and in writing.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

12. STAFFING: The Technical Director shall schedule a lead crew member and additional crew members to work during the hours the TENANT will be at the PREMISES. Minimum staffing for the EVENTS is Technical Director and three crew members. The TENANT will provide a producer/director position who will "call" the shows during all live events open to the public. The LANDLORD and the TENANT will work together to schedule an appropriate level of technical staff in order to meet but not exceed the needs of the rehearsals and shows. The TENANT will make every effort to provide up-to-date schedules to the LANDLORD for the rental dates in order to minimize unnecessary staffing and expenses. The assigned staff shall not be requested or directed to leave the building for any purposes, including but not limited to running errands by the TENANT.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

13. CROWD CONTROL: The LANDLORD shall schedule a lead staff member and three additional members to act as crowd control for the shows only. This staff shall be required to arrive a minimum of

Sixty (60) minutes prior to show time and shall leave the PREMISES Thirty (30) minutes after the close of the curtain. While the crowd control staff will make every effort to uphold the guidelines set forth by the TENANT, the TENANT agrees to indemnify, defend and hold harmless the crowd control persons associated with the THEATRE, from all losses, costs, damages, demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons, during the period in which this LEASE covers the use of the PREMISES, or occurring as a result of the use of the PREMISES during the TERM.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

14. PRODUCTION REQUIREMENTS: The TENANT shall be held responsible for producing and directing a quality and high level of entertainment. As a TENANT of the historic Maryland Theatre, the mission of the LANDLORD must be carried out of providing quality productions. Capable and qualified staffing must be provided by the TENANT in order to do so. It is understood that the TENANT is a volunteer organization, however the LANDLORD expects communication from the TENANT regarding items that are difficult to produce and guidelines that are unachievable. The LANDLORD views the TENANT'S events as a working partnership with both the LANDLORD and the TENANT striving to improve the EVENTS annually. The TENANT agrees with the statements above.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

15. **COMBUSTIBLE AND EXPLOSIVE MATERIALS ARE NOT ALLOWED:** The TENANT shall not bring any combustible or explosive materials on the PREMISES. (Note: The use of combustible or explosive materials is unlawful in the City of Hagerstown.) Pyrotechnic and open flame displays are strictly prohibited. The PREMISES is protected by a fire alarm system. The use of smoke machines or other special effect equipment shall not interfere with the operations of the fire alarm system or obscure the visibility of any emergency exit. The activation of the fire alarm system will cause the show to end and the PREMISES to be evacuated until occupancy is approved by the fire department. Special effect items include but are not limited to flashpots, open flame, smoke devices, fog machines, diffusion, hazers, candles, flaming torches, and lasers. The LANDLORD and / or the fire marshal office shall have the right to require the demonstration of any special effects display to assure compliance with all local and state fire and life safety codes.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

16. COPYRIGHT LICENSE: The securing and payment of the copyright license fee(s) are the responsibility of the TENANT. TENANT agrees to defend, indemnify, and hold harmless the LANDLORD against all claims, demands, cost, and expenses that The LANDLORD may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the events described in Section 1. BMI and ASCAP will be the responsibility of the TENANT, if applicable.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

17. CONTROL OF PREMISES: The LANDLORD shall be at all times under control of the PREMISES. Doors shall not be propped open at any time. Every effort will be made by LANDLORD staff to ensure guidelines set forth by the TENANT of limiting public access into the facility during various times of the rental period. Doors may be unlocked at times of monitoring by LANDLORD'S staff, volunteers, or TENANT.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

18. THE LANDLORD WILL PROVIDE AS PART OF THE RENTAL FEE CHARGE: In house lights/sound equipment, heating/air conditioning, ushers, facility insurance. TENANT agrees to leave the

PREMISES in the same condition as existed on the date TENANT took possession, ordinary wear and tear excluded.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

19. TRASH REMOVAL & CLEANING: TENANT agrees to keep the PREMISES in good order during the EVENTS covered by the LEASE and immediately after the EVENTS to remove all personal items, equipment trash, and rubbish concurrent with the take-outs of sets, props, and costumes. The LANDLORD will provide appropriate cleaning services during the EVENTS in order to present an acceptable appearance to attendees and well stocked restrooms for the TENANT. Cleaning services are available during normal business hours and custodial staff will make every effort to not cause disturbance of the activities of the TENANT.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

20. RESTORATION AFTER EVENT: If TENANT's use of the PREMISES requires that the regular stage draperies and/or lighting equipment must be removed from the battens prior to the EVENTS, TENANT agrees to pay technical fees to have the equipment restored to the original set-up that the LANDLORD prefers, except normal wear and tear.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

21. OPENING HOURS: It is the policy that the Lobby/Annex of the PREMISES is opened One (1) hour prior to a performance and the house doors are opened Thirty (30) minutes prior to the scheduled time of the performance. In the event of a large audience, reduced space in gathering areas due to product sales or inclement weather, the LANDLORD's staff will request opening the house prior to 30 minutes before show time due to the safety of our patrons.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

22. SEATING CAPACITY: Seating capacity of persons inside the historic Maryland Theater is established at 1,293 including the box seating, ADA spaces, main level, balcony level and VIP Suite seating. No persons will be permitted in the building beyond those who are attending (ticket holders), contestants and pageant leadership.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

23. TENANT PRODUCT SALES: The LANDLORD may permit the sale of souvenir programs, records, books, or any related merchandise commonly sold or dispensed at the EVENTS. If such items are sold, the standard house commission for this event of twenty percent (20%) **will be waived**. All taxes are the responsibility of the TENANT. Up to two (2) tables may be placed in the designated lobby area and One (1) table in the annex area for TENANT'S sales. The LANDLORD must be informed of all product sales Thirty (30) days prior to performance. The LANDLORD will not be responsible for any tax responsibility resulting from merchandise sales. The LANDLORD retains all rights to deny any or all of product sales within or about the PREMISES.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: YK

24. CONCESSION SALES: The LANDLORD retains rights for all Food and Beverage Concessions, and LANDLORD product sales within the PREMISES. The LANDLORD may operate the concession stand up to One and One-Half (1 ½) hours before a performance and during the required intermission. All alcohol consumed on the PREMISES shall be purchased from the concession stand.

TENANT acknowledges that alcohol sales, service, and consumption upon the PREMISES are governed by Maryland law. Consequently, TENANT agrees to comply with such rules and regulations including but not limited to ensuring that all patrons buying, possessing, consuming and/or sharing alcoholic beverages must be at least twenty-one (21) years of age, without exception. The LANDLORD reserves

the absolute and unqualified right at any time to request and examine all photo identifications, to limit or restrict sales as needed, and to cease the sale of alcoholic beverages in the event of the LANDLORD's determination that the continued sale of such products is in violation of Maryland law or that such continued sale presents a threat to the public welfare and safety.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: CK

25. RECORDING: TENANT agrees that no recording, visual or audio, of any kind is made of the EVENTS without prior written approval from the LANDLORD. The LANDLORD has the right to require payment for said privilege. A complimentary copy must be provided to the office of the LANDLORD.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: CK

26. NO OBSTRUCTION: TENANT shall neither encumber nor obstruct the sidewalk in front of, or the halls and stairs of the PREMISES, including loading area and all exterior fire exits from the building, nor allow the same to be obstructed or encumbered in any manner other than during Load In/Out. The backstage and dressing room areas are included in these requirements and will be monitored by the TENANT. Sight lines from the seating shall not be obstructed to the stage by placement of any equipment. Parking for the TENANT and its associates is the responsibility of the TENANT. The TENANT agrees to follow all parking instructions by the Hagerstown Police or designated LANDLORD employee. The LANDLORD will make every effort to reserve one (1) parking space, with the approval of the City of Hagerstown, in direct proximity of the THEATRE, for the judges for each of the performance events.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: CK

27. PUBLIC SAFETY & INDEMNITY: TENANT agrees to conduct its activities upon the PREMISES so as not to endanger any person lawfully thereon; and to indemnify, defend and hold harmless all persons associated with the TENANT are the responsibility of the TENANT and must act in an appropriate manner and utilize each area of the facility respectfully. Each room of the facility must be utilized for what it was intended for. Ex: lobby should not be used as a dressing room. The LANDLORD, its agents, consultants and employees shall be held harmless from all losses, costs, damages, demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons, as the result of any intentional, reckless, or negligent conduct of TENANT, its agents, employees, servants, contractors, subcontractors, licenses, invites or guests, during the TERM of the LEASE, or occurring as a result of the use of such space during the agreed period.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: CK

28. HANDICAP ACCESSIBILITY: The PREMISES is in compliance with the American with Disabilities Act and the PREMISES is accessible to people with disabilities. Accessible seating is not sold online. Seating is available for patrons in wheelchairs. Sign Interpreters are scheduled as requested by patron(s). Additional assistance can be made for those requiring backstage access. The TENANT shall provide the LANDLORD with a list of the types/numbers of impaired persons expected to attend the performance.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: CK

29. CONDITION OF PREMISES: The LANDLORD and its agents have made no representation or promises with respect to the PREMISES or other areas of the building, except as herein expressly set forth. The utilization of the PREMISES by TENANT shall be conclusive evidence, as against TENANT,

that TENANT accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

30. ADDITIONAL REGULATIONS: TENANT shall comply with the laws of the United States of America, the State of Maryland and the City of Hagerstown. Violations by the TENANT will result in default by TENANT. Smoking is not allowed anywhere in the building. The TENANT is responsible for informing event staff of the no-smoking policy, which is strictly enforced for safety and health reasons.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

31. Load in/load out will take place between the hours of 8:00 AM and 11:59 PM on the days of the TERM of this LEASE. Failure to comply with the move-out deadlines means the LANDLORD will store the TENANT'S effects at a storage fee of \$500.00 per day, deducted from settlement, for the following day or any part of a day thereafter until the TENANT removed effects from the PREMISES. Storage fees may be deducted from box office revenues.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

32. The administrative/ticket office located at 21 S. Potomac Street is open weekdays from 11:00 AM to 4:30 PM (except holidays/seasonal changes) and 1 hour prior before performances.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

33. ASSIGNMENT: The Parties hereto acknowledge that the TENANT shall NOT have the right to assign its rights and obligations hereunder to any third party without the written consent of the LANDLORD and GUARANTORS.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

34. GUARANTY: In order to induce the LANDLORD to enter into this LEASE, the GUARANTORS unconditionally guarantee to the LANDLORD the full and punctual payment when due of the TENANT'S rental fee obligations under the terms of this LEASE, in the respective amounts set forth herein. GUARANTORS may satisfy their individual obligations hereunder by making payment directly to LANDLORD without first waiting for an event of default by TENANT.

The maximum CITY guaranty obligation shall be \$8,000.00 per year for each year of the term hereof, to be paid within fifteen (15) days of the conclusion of the EVENTS each year.

The maximum COUNTY guaranty obligation shall be \$16,000.00 per year for each year of the term hereof, to be paid within fifteen (15) days of the conclusion of the EVENTS each year.

The TENANT guaranty obligation shall be \$11,890.00 per year for each year of the term hereof, to be paid no later than May 1<sup>st</sup> each year.

If this Lease is terminated by mutual consent of the Parties or pursuant provision 5 hereof, the GUARANTORS' obligations hereunder shall cease for any subsequent, remaining year of the term hereof.

INT: \_\_\_\_\_ INT: \_\_\_\_\_ INT: EL

35. *FORCE MAJEURE*

- a. No Party (including a GUARANTOR) shall be liable or responsible to any other Party, nor be deemed to have defaulted under or breached this LEASE, for any failure or delay in fulfilling or performing any term of this LEASE, when and to the extent such Party's (the "**Affected Party**") failure or delay is caused by or results from any one or more of the following events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, explosion, or pandemics (including the COVID-19 pandemic); (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Lease; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the Affected Party.
- b. The Affected Party shall give notice within ten (10) days of any Force Majeure Event to the other Parties, stating the period of time the occurrence is expected to continue. The Parties recognize that said period of time may extend through one or more Lease Years. The Affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such *Force Majeure Event* are minimized. The Affected Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)  
AGREED AND ACCEPTED

Carroll County Foundation, Inc.  
(TENANT)

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

\_\_\_\_\_  
Type/Print Name and Title

Date \_\_\_\_\_

The Maryland Theatre Association, Inc.  
(LANDLORD)

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

\_\_\_\_\_  
Type/Print Name and Title

Date \_\_\_\_\_

City of Hagerstown, (GUARANTOR)

By: Emily Keller

Emily Keller, Mayor  
Type/Print Name and Title

Date April 27, 2021

Board of Commissioners of Washington County, Maryland (GUARANTOR)

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

\_\_\_\_\_  
Type/Print Name and Title

Date \_\_\_\_\_

**Any changes, modifications or waivers of these provisions are invalid unless initialed by the  
TENANT, GUARANTORS, and the designated agent of The Maryland THEATRE. This LEASE is not  
valid until signed by the LANDLORD'S REPRESENTATIVE.**