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BOARD OF COUNTY COMMISSIONERS

September 19, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *September 12, 2023*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:20 AM STAFF COMMENTS
- 9:25 AM CITIZEN PARTICIPATION
- 9:30 AM WASHINGTON GOES PURPLE
Vicki Sterling and Melanie Watts, Co-Chairs, Washington Goes Purple Committee;
Terry Tuite, Washington County Free Library

Convene as the Board of Health

- 9:35 AM OPTIMAL ADOLESCENT HEALTH PROGRAM/TRUE YOU (MOAHP)
Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Washington County Board of County Commissioners

- 9:40 AM BID AWARD – (PUR-1621) – PLUMBING AND HEATING MAINTENANCE SERVICES
Brandi Naugle, Buyer, Purchasing; Danny Hixon, Director, Buildings, Grounds & Facilities
- CONTRACT RENEWAL (PUR-1569) – UNIFORMS FOR WASHINGTON COUNTY SHERIFF'S OFFICERS
Brandi Naugle, Buyer, Purchasing; Sheriff Brian Albert, Washington County Sheriff's Office
- 9:50 AM SOLE SOURCE CONTRACT AWARD (PUR-1640) – ASTRO 25 PHASE II ENHANCEMENTS AND UPGRADES OF THE EMERGENCY AND LOCAL GOVERNMENT RADIO COMMUNICATIONS
Rick Curry, Director, Purchasing; Tom Weber, Deputy Director, Wireless Communications

9:55 AM SOLE SOURCE PROCUREMENT (PUR-1645) – MULTI-YEAR MAINTENANCE
SUPPORT AND SUAI PURCHASE AGREEMENT
*Rick Curry, Director, Purchasing; Tom Weber, Deputy Director, Wireless
Communications*

10:00 AM AIRPORT STRATEGIC PLAN BUSINESS STRATEGIES
*Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director,
Public Works*

10:30 AM TRANSFER OF REAL PROPERTY AND DECLARATION OF SURPLUS
PROPERTY
Todd Moser, Real Property Administrator, Engineering

PROPERTY ACQUISITION FOR HOPEWELL ROAD
Todd Moser, Real Property Administrator, Engineering

PROPERTY ACQUISITION FOR CRYSTAL FALLS DRIVE
Todd Moser, Real Property Administrator, Engineering

10:45 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 and To consult with counsel to obtain legal
advice on a legal matter)*

11:35 AM RECONVENE IN OPEN SESSION

11:35 AM SECOND STAFF COMMENTS

ADJOURNMENT

***The Board of County Commissioners is attending a luncheon and grand opening ceremony for
the newly renovated clubhouse at the Black Rock Golf Course, 20025 Mount Aetna Road,
Hagerstown, Maryland immediately following the meeting.***



Agenda Report Form

Open Session Item

SUBJECT: Washington Goes Purple

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Vicki Sterling and Melanie Watts, Co-Chairs, Washington Goes Purple Committee and Terry Tuite, Washington County Free Library

RECOMMENDED MOTION:

REPORT-IN-BRIEF: Update on Washington Goes Purple 2023 events

DISCUSSION: Washington Goes Purple is a community initiative with the goal of educating our youth and community about the dangers of prescription pill misuse, drugs and alcohol, while eliminating stigma and creating an environment that people feel comfortable seeking help and recovery. We are now going into our 6th year and have celebrated many accomplishments, including almost \$40,000 in scholarships to Washington County seniors.

This year, our kick-off event will be held on September 1st at 6 pm in City Park. Along with this event, we will be having a Recovery Walk on Saturday, September 23rd. Each event will feature speakers both national and local. In partnership with the Washington County Free Library and the Washington County Board of Education we would like to have Stephen Hill, a nationally known recovery speaker. Stephen is also the creator of “Surviving the Hill” a documentary that was filmed last year in Washington County during recovery month. Williamsport High School has agreed to hold an assembly for the student and parents on the evening of September 19th. The Washington County Free Library will be holding public forum and viewing of the film on September 20th. Stephen will be present to have a Q&A after the film.

The cost to hold this single event would be roughly \$7500. Would the Washington County Board of Commissioners be willing to cover part of the cost of this community event as the lead and only sponsor? We appreciate your continued support and partnership, as we know the opioid and mental health crisis has had a negative impact on our world. We will continue to fight for our community and hope that you will help us reach more of the business community as well.

FISCAL IMPACT: \$5,000

CONCURRENCES: N/A

ATTACHMENTS: N/A



Agenda Report Form

Open Session Item

NOTE: The Board will need to convene as the *Board of Health* when considering this request.

SUBJECT: Optimal Adolescent Health Program/True You (MOAHP)

PRESENTATION DATE: September 19th, 2023.

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: (WCHD RFP 2024-03) the health department is recommending the Board of Health award the contract to Girls Incorporated of Washington County in the amount of \$165,000. for the contract period of July 1st, 2023, through June 30th, 2024.

REPORT-IN-BRIEF: MOAHP is a grant that is targeted to implement comprehensive sexual education in Washington County High Schools. Promoting health among the teens and seeking to reduce birth rates and sexually transmitted infections among the high-risk teens in Maryland. The program includes parent/caregiver education as well as the formation of Youth Advisory Boards to inform the work of the systems team. This is a five-year grant providing funding will be available from the State. This program will also include a mental health curriculum that must be implemented in year 3.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through Maryland Department of Health MOAHP Grant. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS: Contract

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY24 F788N-0881MOAHP
Girls Incorporated of Washington County

THIS CONTRACT (the "Contract"), is made as of the 21st day of August, 20 23 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Girls Incorporated of Washington County

("Contractor") whose principal office in Maryland is
626 Washington Ave., Hagerstown, MD 21740

and whose principal business address is

Same

The parties agree as follows:

1. Scope of Contract.

- (a) The Contractor shall provide the following goods or services:

As stated in Maryland Optimal Adolescent Health Program/True You RFP 2024-03 with the option to renew the contract with the vendor for four (4) consecutive years if grant funding is available from the State.

The scope of work or solicitation dated XXX is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated _____ is attached and incorporated by references as Exhibit _____. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) Changes. This Contract may be amended only with the written consent of both parties. Amendments may not significantly change the scope of the Contract (including the Contract price).

2. Term of Contract. The term of this Contract shall be for the period of
July 1st, 20 23 through June 30th, 20 24.

3. Compensation and Method of Payment.

- (a) Compensation. The total compensation for services to be rendered by the Contractor shall not exceed \$165,000.
- (b) Method of Payment. The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) Tax Identification Number. The Contractor's Federal Tax Identification Number is _____ . The Contractor's Social Security Number is 23-7052207 (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

(d) Invoicing. All invoices for services shall be signed by the Contractor and submitted to wchd.invoice@maryland.gov. All invoices shall be submitted along with any supporting documentation to prove the expenses were incurred by the contractor. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number;
- Invoice period;
- Invoice date;
- Invoice number
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information and inclusive of the supportive documentation cannot be processed for payment until the Contractor provides the required information.

Supporting Documentation Requirements

The Washington County Health Department is required to ensure that all expenses disbursed under grant programs are made within the scope of the Condition of Awards and only appropriate expenses are reimbursed under the grant. As such, supporting documentation is required to support expenses invoiced under this contract.

- For reimbursement of salaries and related personnel costs, copies of payroll reports or other proof of payments/costs must be submitted along with the invoice. Reports must detail amounts paid to or on behalf of (salary and fringe costs) individual employees.
- For equipment purchases that are approved under the grant award, originals or copies of receipts for the equipment must be submitted along with the invoice.
- For any sub-contracted services allowable under the grant award, copies of invoices from the sub-contractors must be submitted along with the invoice. Sub-contracted services must be pre-approved by the Contract Monitor. Supportive documentation proving the costs and expenses of the sub-contractor will also need to be provided.
- For any supplies, utility costs, fuel purchases, or other expenses allowable for reimbursement under the grant award, copies of receipts or invoices must be submitted along with the invoice.

Onsite Visit/ Audit

For service contracts, the Washington County Health Department, will perform one or more onsite visits to ensure that services provided by the contractor are consistent with this contract and any applicable conditions of award. This site visit may include a financial review to audit the accuracy of invoices and billed expenses. If a visit is made to ensure that a service is being performed at a specific time, it may be unannounced.

4. Procurement Officer. The Department designates Michelle Hutchinson to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
5. Disputes. Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
6. Termination for Convenience. The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
7. Termination for Default. If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. Termination for Non Appropriation. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
9. Non-Discrimination in Employment. The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.
11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
12. Contract Monitor - The contract monitor is [Danielle Stahl](#).

Exhibit A

Scope of Work

Work with the Washington County Board of Education to schedule and implement the comprehensive sexual education Promoting Health Among Teens Comprehensive (3 P's) curriculum with 10th graders in at least three Washington County Public Schools.

Implemented a CDC/ State approved youth mental health curriculum by year 3.

Implement CDC approved parent/ caregiver engagement curriculum with parent/ caregiver.

Ensure that staff are certified to implement specified curriculum before implementing the curriculum.

Make referrals to link program participants and their families to health care and other resources as necessary.

Work with the Washington County Board of Education to schedule 10th grade presentations "Sex has Consequences" presentations at the following schools: North Hagerstown High School, South Hagerstown High School, Williamsport, Smithsburg, Hancock, Clear Spring High Schools, Washington County Technical High School, and Barbara Ingram School for the Arts. Each presentation will include STI prevention, pregnancy prevention, sexting, substance abuse prevention, and ensure all information is medically accurate.

Preferably have both a male and female staff person to teach boys and girls. Resumes of each person must be included.

Promote Youth Advisory Board (YAB) during all classes/ sessions to current 10th grade students.

Participate in YAB planning and activities and attend all YAB partner and youth meetings.

Participate in training, webinars, conference calls and quarterly meetings.

Participate in annual site review.

Report performance measures to WCHD staff quarterly for the students participating in the curriculum.

Provide WCHD staff with copies of the curriculum and materials being used.

Work with WCHD staff to make sure all grant requirements are met.

Provide WCHD with a calendar of classes and WCPS health teacher contact information for each school.

Provide any updates to the calendar as changes are submitted.

Allow WCHD staff to conduct observations of class sessions where curriculum is being used.

Invoiced Quarterly with all backup documentation.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR
Girls Incorporated of Washington County

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

By: _____

Maureen Grove, Executive Director
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Date

Attachments: Exhibit A: Scope of Work or Solicitation



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1621) – Plumbing and Heating Maintenance Services

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer - Purchasing Department; Danny Hixon – Director of Buildings, Grounds & Facilities.

RECOMMENDED MOTION: Move to award the Plumbing and Heating Maintenance Service contract to the responsive, responsible low bidder, Mick's Plumbing and Heating, Inc., of Thurmont, MD for the Base Bid amount of \$135,700.

REPORT-IN-BRIEF: Notice of the Invitation to Bid (ITB) was published in the local newspaper, listed on the State of Maryland's "eMaryland Marketplace Advantage" website, and the County's website. Bids were received on August 16, 2023. Fifteen (15) person's/companies registered/downloaded the bid document on-line. Two (2) bids were submitted as indicated on the attached bid tabulation matrix.

The contract services include maintenance on steam and hot water boilers, the wet sides of the heat distribution systems and domestic hot and cold-water distribution and fixtures. The contract is a one (1) year contract tentatively commencing October 1, 2023, with an option by the County to renew for up to four (4) additional one (1) year periods. In addition to County facilities, the Washington County Health Department and The Housing Authority of Washington County buildings are also included in this contract. The recommended bidder also noted on the Provisions for Other Agencies listing that they would extend the contract pricing to other Washington County Municipalities.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in various departmental/agency budget line-item accounts for these services.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation.

AUDIO/VISUAL NEEDS: N/A

Plumbing and Heating Maintenance Service at County Facilities

SPECIFIC SERVICES		Beaver Mechanical Contractors, Inc. Hagerstown, MD	Mick's Plumbing & Heating, Inc. Thurmont, MD
1	ADMINISTRATION COMPLEX		
	Annual Price: Three (3) Boilers – Gas - Oil	\$800.00	\$2,580.00
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$90.00	\$180.00
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$120.00	\$180.00
	Annual Price: Three (3) ¾" Backflow Preventers (BFP)	\$150.00	\$540.00
	Annual Price: One (1) 4" Backflow Preventer (BFP)	\$200.00	\$180.00
	Annual Price: One (1) 6" Backflow Preventer (BFP)	\$240.00	\$180.00
2	ADMINISTRATIVE ANNEX		
	Annual Price: One (1) Boiler - Gas	\$295.00	\$860.00
3	AGRICULTURAL EDUCATION CENTER – Rural Heritage Museum/Extension Services Offices		
	Annual Price: Two (2) Boilers - Oil	\$540.00	\$1,720.00
4	AGRICULTURAL EXTENSION SERVICES		
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$100.00	\$180.00
5	AGRICULTURAL MULTI-PURPOSE AREA		
	Annual Price: Two (2) 1-½" Backflow Preventers (BFP)	\$220.00	\$360.00
6	ANTIETAM WASTEWATER TREATMENT PLANT		
	Annual Price: One (1) Boiler - Hot Water	\$290.00	\$860.00
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$140.00	\$180.00
7	AIRPORT HANGAR #31		
	Annual Price: One (1) 6" Backflow Preventer (BFP)	\$250.00	\$180.00
8	AIRPORT TERMINAL		
	Annual Price: One (1) ½" Backflow Preventer (BFP)	\$50.00	\$180.00
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$120.00	\$180.00
9	AIRPORT MAINTENANCE SHOP		
	Annual Price: One (1) ¾" Backflow Preventer (BFP)	\$80.00	\$180.00
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$95.00	\$180.00
	Annual Price: One (1) 6" Backflow Preventer (BFP)	\$250.00	\$180.00
10	AIRPORT FIRE STATION		
	Annual Price: One (1) 2-½" Backflow Preventer (BFP)	\$140.00	\$180.00
	Annual Price: One (1) 4" Backflow Preventer (BFP)	\$225.00	\$180.00

Plumbing and Heating Maintenance Service at County Facilities

SPECIFIC SERVICES		Beaver Mechanical Contractors, Inc. Hagerstown, MD	Mick's Plumbing & Heating, Inc. Thurmont, MD
11	BOONSBORO LIBRARY		
	Annual Price: One (1) Boiler - Oil	\$375.00	\$860.00
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$100.00	\$180.00
12	CONOCOCHEAGUE WWTP CONTROL LAB		
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$125.00	\$180.00
13	CONOCOCHEAGUE WWTP HEADWORKS BUILDING		
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$125.00	\$180.00
14	CONOCOCHEAGUE WWTP BIOMAG BUILDING		
	Annual Price: One (1) ¾" Backflow Preventers (BFP)	\$85.00	\$180.00
15	CONOCOCHEAGUE WWTP SOLIDS BUILDING		
	Annual Price: Two (2) 2" Backflow Preventers (BFP)	\$220.00	\$360.00
16	COUNTY COMMUTER BUILDING		
	Annual Price: One (1) Boiler - Oil	\$290.00	\$860.00
17	COUNTY OFFICE BUILDING		
	Annual Price: One (1) Boiler – Gas - Oil	\$290.00	\$860.00
	Annual Price: One (1) ¾" Backflow Preventer (BFP)	\$75.00	\$180.00
18	COURT HOUSE AND ANNEX		
	Annual Price: Two (2) Boilers – Gas - Oil	\$520.00	\$1,720.00
	Annual Price: Two (2) 1" Backflow Preventers (BFP)	\$180.00	\$360.00
	Annual Price: Four (4) ¾" Backflow Preventers (BFP)	\$260.00	\$720.00
19	DETENTION CENTER		
	Annual Price: Three (3) Boilers - Gas	\$825.00	\$2,580.00
	Annual Price: Three (3) 1" Backflow Preventers (BFP)	\$250.00	\$540.00
	Annual Price: One (1) 1-¼" Backflow Preventer (BFP)	\$90.00	\$180.00
	Annual Price: Two (2) 4" Backflow Preventers (BFP)	\$400.00	\$360.00
	Annual Price: One (1) ½" Backflow Preventer (BFP)	\$50.00	\$180.00
	Annual Price: One (1) 3" Backflow Preventer (BFP)	\$125.00	\$180.00
20	EMERGENCY MANAGEMENT FIELD OPERATIONS UNIT		
	Annual Price: One (1) Boiler – Gas	\$240.00 *	\$860.00

PUR-1621
Plumbing and Heating Maintenance Service at County Facilities

SPECIFIC SERVICES		Beaver Mechanical Contractors, Inc. Hagerstown, MD	Mick's Plumbing & Heating, Inc. Thurmont, MD
21	HEALTH DEPARTMENT		
	Annual Price: Five (5) Boilers - Gas	\$1,275.00 *	\$4,300.00
22	HIGHFIELD PUMP STATION		
	Annual Price: One (1) 1-½" Backflow Preventer (BFP)	\$105.00	\$180.00
23	HIGHWAY DEPARTMENT MAIN OFFICE		
	Annual Price: One (1) Boiler - Gas	\$290.00	\$860.00
	Annual Price: One (1) ¾" Backflow Preventer (BFP)	\$80.00	\$180.00
24	HIGHWAY DEPARTMENT - BIG POOL		
	Annual Price: One (1) Boiler – Oil	\$295.00 *	\$560.00
25	HIGHWAY DEPARTMENT - KEEDYSVILLE		
	Annual Price: One (1) Boiler – Oil	\$305.00	\$860.00
	Annual Price: One (1) ¾" Backflow Preventer (BFP)	\$85.00	\$180.00
26	HIGHWAY DEPARTMENT PAINT & WELD SHOP		
	Annual Price: One (1) Boiler – Oil	\$295.00	\$860.00
27	HIGHWAY DEPARTMENT - SMITHSBURG		
	Annual Price: One (1) Boiler - Oil	\$350.00 *	\$860.00
28	LEONARD P. SNYDER LIBRARY – CLEAR SPRING		
	Annual Price: One (1) Boiler – Oil	\$390.00	\$860.00
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$140.00	\$180.00
29	MARTIN LUTHER KING CENTER, including Memorial Recreation Center		
	Annual Price: One (1) Boiler – Oil	\$525.00	\$900.00
30	MAUGANS MEADOWS PUMP STATION		
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$95.00	\$180.00
31	PEN MAR PUMP STATION		
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$100.00	\$180.00
32	SMITHSBURG LIBRARY		
	Annual Price: One (1) Boiler – Oil	\$390.00	\$860.00
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$95.00	\$180.00
33	SMITHSBURG WASTEWATER TREATMENT PLANT		
	Annual Price: One (1) ¾" Backflow Preventer (BFP)	\$85.00	\$180.00
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$130.00	\$180.00

Plumbing and Heating Maintenance Service at County Facilities

SPECIFIC SERVICES		Beaver Mechanical Contractors, Inc. Hagerstown, MD	Mick's Plumbing & Heating, Inc. Thurmont, MD
34	ST. JAMES PUMP STATION		
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$100.00	\$180.00
35	WATER QUALITY MAINTENANCE BUILDING		
	Annual Price: One (1) 1-1/2" Backflow Preventer (BFP)	\$120.00	\$180.00
36	WILLIAM J. DWYER CENTER		
	Annual Price: One (1) Boiler - Gas - Oil	\$290.00	\$860.00
37	WINEBRENNER WASTEWATER TREATMENT PLANT		
	Annual Price: One (1) Boiler – Oil	\$390.00	\$860.00
	Annual Price: One (1) 1-1/2" Backflow Preventer (BFP)	\$120.00	\$180.00
38	PUBLIC FACILITIES ANNEX		
	Annual Price: One (1) 3/4" Backflow Preventer (BFP)	\$80.00	\$180.00
	Annual Price: One (1) 1-1/2" Backflow Preventer (BFP)	\$110.00	\$180.00
	Annual Price: One (1) 2" Backflow Preventer (BFP)	\$125.00	\$180.00
	Annual Price: One (1) 8" Backflow Preventer (BFP)	\$270.00	\$180.00
39	MARTY SNOOK PARK		
	Annual Price: Two (2) 2" Backflow Preventers (BFP)	\$220.00	\$360.00
	Annual Price: One (1) 3/4" Backflow Preventer (BFP)	\$80.00	\$180.00
40	SHARPSBURG PIKE PUMP STATION		
	Annual Price: One (1) 1" Backflow Preventer (BFP)	\$100.00	\$180.00
Base Bid - Specific Services Required:		\$16,055.00	\$37,200.00
HOURLY RATES			
Consulting and Design Service (Hourly Rate)		\$110.00 *	\$125.00
Regular Working Hours - Routine		*	
Plumber (Hourly Rate):		\$132.00	\$110.00
Helper (Hourly Rate):		\$132.00	\$90.00
Evenings and Saturdays – Emergency		*	
Plumber (Hourly Rate):		\$198.00	\$165.00
Helper (Hourly Rate):		\$198.00	\$135.00
Sundays and Holidays - Emergency		*	
Plumber (Hourly Rate):		2 bids	\$165.00
Helper (Hourly Rate):		2 bids	\$135.00

PUR-1621
Plumbing and Heating Maintenance Service at County Facilities

Total Bid Formula	*	
Total: Base Bid Specific Services -	\$16,055.00	\$37,200.00
Plus 650 Hours x Hourly Rate of Regular Plumber -	\$85,800.00	\$71,500.00
Plus 300 Hours x Regular Hourly Helper Rate -	\$39,600.00	\$27,000.00
TOTAL BID	\$141,455.00	\$135,700.00

*Corrected calculations based on Unit Pricing

Repair parts and materials not included herein shall be billed at cost plus fifteen (15%) percent

Remarks/Exceptions:

Beaver Mechanical Contractors, Inc.

- *20 Furnace instead of Boiler
- *21 In 2022, BMC serviced ONE gas/oil boiler @ WC Health Dept. We were told that WCHD is now responsible for the boiler in the main bldg. only. BMC's price to clean & start-up one gas/oil boiler @ WC Health Dept. is \$350.00. This price is NOT included in the total.
- *24 Furnace instead of Boiler
- *27 In 2022, BMC serviced THREE oil-fired unit heaters at Highway Department-Smithsburg, no boiler at this location. BMC's price to clean & start-up three oil-fired unit heaters @ Smithsburg HD is \$820.00. This price is NOT included in the total.
- * Consulting and Design Service (Hourly Rate): Non Engineered. Regular workday schedule only.
- * Regular Working Hours - Routine: See Attachment A.
- * Evenings and Saturdays - Emergency: See Attachment A.
- * Sundays and Holidays - Emergency: Plumber and Helper (Hourly Rate): Sundays: \$264.00 / Holidays: \$396.00.
- * Total Bid Formula - See Attachment A.



Agenda Report Form

Open Session Item

SUBJECT: Contract Renewal (PUR-1569) - Uniforms for Washington County Sheriff's Officers

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Brandi Naugle, CPPB, Buyer, Purchasing Department; Sheriff, Brian Albert.

RECOMMENDED MOTION: Move to renew the contract for Uniforms for Washington County Sheriff's Officers with Galls, LLC of Lexington, KY, per the rates included in its letter dated August 11, 2023. Galls, LLC is requesting a 9.9% increase above the current rates due to increased costs from suppliers and changes to market conditions affecting labor, utility, and shipping costs.

REPORT-IN-BRIEF: On October 11, 2022, the Board originally awarded a contract for the subject services to Galls, LLC, for the total sum bid amount of \$117,485.25 based on estimated quantities (no guaranteed minimum/maximum) of each uniform piece at the unit prices. The contract is for a one-year period that commenced October 1, 2022, with an option by the County to renew the contract for up to five (5) additional consecutive one (1) year periods subject to written notice given by the County at least sixty (60) calendar days before the expiration date of any of the one (1) year period.

The bid was advertised on the State of Maryland's (eMMA) "*eMaryland Marketplace Advantage*" website, on the County's website, and in the local newspaper. There were fifteen (15) persons/companies that registered/downloaded the bid document online. A total of two (2) bids were received.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the budgets of the various departments: Judicial - 535060-10-11300, Patrol - 535060-10-11310, Process Servers - 535060-10-11305, Detention 535060-10-11320, Day Reporting Center - 535060-10-11321, and Central Booking - 535060-10-11315.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Renewal request from Galls, LLC dated 8/11/23.

AUDIO/VISUAL NEEDS: N/A



1340 Russell Cave Road
Lexington, KY 40505

08/11/2023

Via *electronic mail*

Washington County
Financial Services
Procurement Services
100 West Washington Street, Rm 3200,
Hagerstown, MD 21740.

Re: Renewal and Price Increase for Contract No: **PUR-1569**

Dear Procurement,

Due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a price increase of 9.9% on the affected goods and services provided by Galls on the Contract Name: **Washington County – Sheriff's Office Uniforms – Bid PUR-1569**. In addition to the Contract items all other goods purchased by the Agency will be increased at a rate of 9.9%.

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed are updated price schedules for all Contract items and all other items.

This request is in accordance with the Contract and if approved will take effect on the renewal date or earliest effective date per the contract terms. If you have any questions, please contact Yves Murhula at murhula-yves@galls.com address or 859-800-1054.

We appreciate your attention to this important matter.

Regards,

A handwritten signature in black ink that reads 'Yves Murhula'.

Yves Murhula
Contract Management Specialist
Galls, LL

Enclosure: CPI/ PPI/ Mfg. Letters/ Updated Contract Pricelist / Updated Other Items Pricelist



1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Partner:

This historic inflationary environment continues to put significant financial pressure on American businesses. Despite Galls' best efforts to absorb cost increases by renegotiating with our vendors and making our operations more efficient, like so many American businesses, we must pass on some of these costs to our customers.

I know that's not the message you wanted to hear, and I feel it's essential our customers understand where Galls is feeling the most pressure.

Supplier Increases

The number and size of price increases being passed to Galls from our suppliers are unprecedented. Manufacturers of everything from uniforms to tactical pants to boots to duty belts are all passing on up to double-digit increases.

Transportation

The pandemic continues to drive a surge in transportation costs. For Galls, our FedEx, UPS, and the US Postal Service shipping costs are up 8% in 2022 and FedEx just announced a general rate increase on 1/3/23. Ocean freight, leveraged by Galls and many of our suppliers, is up 1000% or more annually. Truck Freight, how we get products to our branches and distribution center from ports and suppliers, has increased a minimum of 9.1% to as high as 28.5% in 2022.

Labor Expense

I am passionate about hiring, retaining, and developing the best talent to serve you, our front-line, military, and public safety heroes. But unfortunately, a lack of applicants, federal wage law changes, increases in insurance costs, and a competitive wage environment have driven our wages by over 50 percent in the last six months.

Thank you for your business, continued partnership, and understanding of the inflationary pressures affecting us all.

A handwritten signature in blue ink that reads 'Mike Fadden'.

Mike Fadden, CEO



1340 Russell Cave Road
Lexington, KY 40505

November 23, 2022

RE: Galls Price Increase

Dear Valued Partner,

As you have seen in a recent letter from our CEO Mike Fadden, we're in an unprecedented inflationary environment that we do not expect to see abating anytime soon.

As a result, in addition to our supplier increases on products that we provide to you, we're asking for an increase totaling 10% increase on your pricing. This is driven by two major factors, our freight costs which have risen over 8% since 2021 and our labor costs which have risen over 50% to allow us to keep pace with the job market.

While Galls is not immune to the outside effects of the current inflationary environment, we're working closely with our supplier partners to increase our inventory and improve service across our network.

We appreciate your support and partnership as we work together to provide great service to your end users.

Thank You,

A handwritten signature in blue ink, appearing to read 'Jim Dugan'.

Jim Dugan, CRO

Wednesday, March 8, 2023

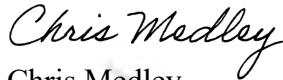
To Whom It May Concern:

Over the last 18 months, Galls LLC has seen unprecedented increases in both our labor rates, as well as the material required to produce the orders placed by you, our valued customer. Overall, the increases we've seen is approximately 9.5%.

In order to maintain our operating cost, we must pass the increases on an partner with you to maintain the health and well-being of our organization and the service to our customers.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink that reads "Chris Medley".

Chris Medley
Vice President

Fechheimer

January 25, 2023

Galls
Attn: Erica Agnew
1340 Russell Cave Road
Lexington, KY 40505

Dear Erica,
This letter is to confirm that on March 1, 2023 there will be a list price increase on all Fechheimer (Flying Cross and Vertx) styles. The price increase will be approximately 5.0%. This is in result of increases in materials and trim.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Duffy", with a stylized flourish at the end.

Brian Duffy
VP, Customer Service



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Contract Award (PUR-1640) – ASTRO 25 Phase II Enhancement and Upgrades of the Emergency and Local Government Radio Communications

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director of Purchasing; Tom Weber, Deputy Director of Wireless Communications

RECOMMENDATION: Motion to authorize Wireless Communications to enter into a Sole Source contract for the ASTRO 25 Phase II Enhancement and Upgrades of the Emergency and Local Government Radio Communications from Motorola Solutions, Inc. of Linthicum, MD for the total sum in the amount of \$13,592,402 based on its proposal.

REPORT-IN-BRIEF: Washington County's radio communications system is built around technology that is about twenty years old. Despite extraordinary efforts put forth by our Wireless Communications Department to keep this system afloat; replacement components and parts are nearly extinct for the outdated technology. In addition, these systemic problems are significantly impacting the operating efficiencies of our public safety agencies and ability to carry out their missions. In addition to core maintenance and operating issues, Fire/EMS user radios have been manufacturer unsupported for several years. Although this presentation will not allow sufficient time to discuss all the relevant issues and their complexities. With approval from this Board on November 1, 2022, the Wireless Communications Deputy Director completed phase I (microwave and backhaul upgrade) for this project.

DISCUSSION: Wireless Communications wishes to apply Section 1-106.2(a)(1) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. This section states that sole source procurements are authorized and permissible when: (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

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

FISCAL IMPACT: Funding is available in the department's CIP (Capital Improvement Plan) account COM030 and EQP069.

CONCURRENCES Director, Information Systems

ALTERNATIVES: Continue with the current system until it fails (unknown period)

ATTACHMENTS: Motorola Solutions' Astro 25 System Enhancements and Upgrades Proposal dated September 1, 2023.

ASTRO 25 PHASE II SYSTEM ENHANCEMENTS & UPGRADES



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola.

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SECTION 3

PRICING

Washington County Pricing Summary	List Price	Discount Price	Total
1-Sep-23			
1) TDMA & Enhancements			
Equipment	\$2,778,700	\$2,308,050	\$2,308,050
Engineering and Installation Services	\$462,080		\$462,080
<i>Project Management</i>	\$125,394		
<i>Engineering & System Technologist</i>	\$244,010		
<i>Installation</i>	\$92,676		
Total			\$2,770,130
2) Antenna Replacements & Line Sweeps			
Equipment	\$254,453	\$202,259	\$202,259
Engineering and Installation Services	\$1,161,858		\$1,161,858
<i>Project Management</i>	\$182,812		
<i>Engineering & System Technologist</i>	\$229,209		
<i>Installation</i>	\$749,837		
Total			\$1,364,117
3) Fire Station Alerting			
Equipment	\$292,469	\$256,341	\$256,341
Engineering and Installation Services	\$482,988		\$482,988
<i>Project Management</i>	\$95,800		
<i>Engineering & System Technologist</i>	\$239,673		
<i>Installation</i>	\$147,515		
Total			\$739,329
4) Tone & Voice Paging			
Equipment	\$264,550	\$211,760	\$211,760
Engineering and Installation Services	\$188,652		\$188,652
<i>Project Management</i>	\$57,876		
<i>Engineering & System Technologist</i>	\$63,021		
<i>Installation</i>	\$67,755		
Total			\$400,412
5) APX XN, NEXT XE, Next Portables (Qty: 1,005)	\$16,012,825	\$12,143,622	\$12,143,622
6) Geo Virtual Prime			
Equipment	\$332,648	\$316,047	\$316,047
Engineering and Installation Services	\$108,745		\$108,745



Project Management	\$33,740	
Engineering & System Technologist	\$52,051	
Installation	\$22,954	
Total		\$424,792
Project Total from original July 26th		\$17,987,554
Decrease came from change in Subs and Butterfly Hangers(114,373 + 30,779)		(\$145,152)
Project Total with changes from Aug 28th Mtg		\$17,842,402
System Incentives for Bundling Projects 1 - 6 into a Single Contract:		(\$4,250,000)
Bundled Project Contract Execution by September 29, 2023	(\$100,000.00)	
Bundled Project Contract Execution by October 27, 2023	(\$500,000.00)	
Washington County ASTRO/APX Loyalty Incentive	(\$1,500,000.00)	
Subscriber Received by December 31, 2023	(\$650,000.00)	
County Payment of Invoices of Shipments Received by Dec. 1, 2023.	(\$500,000.00)	
Quantity Incentive APX XN Subscribers	(\$1,000,000.00)	
Items from Mtg on 8/28		
Engineering Subscriber Enhanced Programing Assistant (9 Radios, 1 Master Code Template & 4 Additional Code Plugs)	Included in Project Total	
One Time System Characterization/PM	Included in Project Total	
Additional Reporting for Coverage Verification	Included in Project Total	
Warranty plus 2 Years of Radio Central	Included in Project Total	
Warranty plus 2 Years of Geo Prime SUA/Maint	Included in Project Total	
APX7001 APX CPS Radio Programming and Template Building (Virt or In-Person)	Included in Project Total	
APX010 Technical Subscriber Academy (In-Person)	Included in Project Total	
Total of Additional Scope Additions:	\$208K	
Incentive Bundle Total:	Price 8/31	\$13,592,402
	Price from 7/28	\$13,837,554
	Price from 8/29	\$13,772,622
* Proposals are valid for 90 days		
** After October 27th, proposal will be repriced		
*** Customer agrees to accept delivery of all equipment as it becomes available		

Recurring Out- Year Costs for Services**As of Sept 1, 2023**

Service	Yearly Price
LTE Smart Features/per radio/per feature	\$144/each
<i>Smart Connect, Smart Mapping, Smart Locate, Smart Programming 4 Pack Bundle</i>	\$300
Aware Mapping - 25 named user licenses	\$29,325
Radio Central/per radio	\$32
Geo-Prime SUA & Maint	\$48,000
Radio Essential Service /per radio	\$76
H/W Repair, Tech Support, Firmware Updates & MyView	

3.1 PAYMENT TERMS**Washington County, MD Payment Terms**

Total Contract Value	\$13,592,402
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Washington County, MD Subscribers Payment Terms

Subscriber Contract Value	\$ 11,143,613
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Subscriber Total to be Invoiced Upon County Receipt of Each Order in Full*

Estimated Supply Chain is 20 Weeks for Radios and 25-40 Weeks for Accessories	\$ 11,143,613
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*Subscribers may be broken into 6- 7 orders (6test radios, 0 XN, 3 XE & 3NEXT); each order will be shipped in full including applicable accessories, subscriber training must be completed

**County will pay for all invoices for received subscribers (complete) by Dec 31st 2023

*****Estimated** Subscriber Ship dates and Invoice Amounts:

6 - Training Radios - October	\$43,613
150+ APX Next - October/November	\$1,500,000
50+- APX Next XE - October/November	\$600,000
200+ APX XN - October/November	\$2,500,000
200- APX XN November/December	\$2,500,000
370 - APX XN - December/January	\$4,000,000

Washington County, MD Infrastructure Payment Terms

Infrastructure Contract Total:	\$ 2,448,789
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6% of Infrastructure Total Due with Contract Signature	\$ 146,927
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44% Infrastructure Shipment	\$ 1,077,467
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20% Coverage Test for Infrastructure	\$ 489,758
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30% Final Acceptance for Infrastructure	\$ 734,637
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Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1645) – Muti-Year Maintenance Support and SUAII Purchase Agreement

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Purchasing Director; Tom Weber, Deputy Director of Wireless Communications

RECOMMENDED MOTION: Move to authorize a Sole Source procurement of a multi-year Astro P25 Radio System and NICE Recording System Maintenance Support Agreement and SUAII major software upgrades for the Wireless Communications Department in the amount of \$4,997,473.22 over a five (5) year period from Motorola Solutions of Linthicum, MD based on its proposal.

	Year 1 FY24	Year 2 FY25	Year 3 FY26	Year 4 FY 27	Year 5 FY28
Maintenance	\$451,845.24	\$501,204.39	\$525,758.35	\$551,461.13	\$578,352.73
SUAII	\$416,154.76	\$468,439.87	\$484,512.57	\$501,200.23	\$518,543.95
	\$868,000	\$969,644.26	\$1,010,270.92	\$1,052,661.36	\$1,096,896.68

REPORT-IN-BRIEF: On November 1, 2022, this Board approved “phase I” of the ASTRO P25 radio system upgrade for installation and integration of a MPLS (Multiprotocol Label Switching) and IP (Internet Protocol) Simulcast Upgrade at a cost of \$1,703,356.26 This included upgrading three deficient existing microwave links at cost not to exceed \$50,000 each. The Purchasing Department has received a request from Wireless Communications regarding the procurement for the Maintenance and Software support of the newly upgraded Astro P25 System including all existing equipment, and “phase I” and “phase 2” upgraded equipment. The current Maintenance and SUAII contract expired June 30, 2023. Wireless Communications wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when (1) Only one source exists that meets the County’s requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration. Wireless Communications is requesting permission to enter into maintenance Agreement for the radio system and the NICE Recording system.

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

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$868,000 are available in the department's account 515270-10-11540 (maintenance) and 515180-10-11540 (software) for this procurement. The department will need to budget for years 2 through 5.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Motorola Solutions' Maintenance and SUAII Proposal

AUDIO/VISUAL NEEDS: N/A

Exhibit D


Pricing and Payment Schedule

D.1 Pricing

Washington County Contract Pricing

	7-1-23 to 6-30-24	7-1-24 to 6-30-25	7-1-25 to 6-30-26	7-1-26 to 6-30-27	7-1-27 to 6-30-28	Totals
Maintenance- USC000006719 CTD Dispatch, Network Monitoring, Technical Support, Infrastructure Repair w/ Advanced Replacement, Remote Security Update Service, Managed Detection and Response, NICE Gold Maintenance	\$451,845.24	\$501,204.39	\$525,758.35	\$551,461.13	\$578,352.73	\$2,608,621.84
SUAll- USC000003508 Including NICE SUAll	\$416,154.76	\$468,439.87	\$484,512.57	\$501,200.23	\$518,543.95	\$2,388,851.39
TOTAL	\$868,000.00	\$969,644.26	\$1,010,270.92	\$1,052,661.36	\$1,096,896.68	\$4,997,473.22

Statement of Work

Use or disclosure of this proposal is subject to the restrictions on  **MOTOROLA SOLUTIONS**
Motorola Solutions Confidential Restricted



Agenda Report Form

Open Session Item

SUBJECT: Airport Strategic Plan Business Strategies

PRESENTATION DATE: September 19, 2023

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

RECOMMENDED MOTION(S): N/A

REPORT-IN-BRIEF: Workshop Presentation and Discussion of the Airport Strategic Plan Business Strategies.

DISCUSSION: A presentation and workshop discussion on the Business Strategies in the Airport Strategic Plan.

FISCAL IMPACT: N/A

CONCURRENCES: Airport Advisory Commission

ALTERNATIVES: N/A

ATTACHMENTS: Presentation slides and portions of the Airport Strategic Plan document.

AUDIO/VISUAL TO BE USED: PowerPoint presentation.

Airport Strategic Plan Workshop – Business Strategies

Purpose

Workshop discussion about the Business Planning Strategies portion of the Strategic Plan for the Airport.

Overview

The Airport operation is largely a self-supporting enterprise fund where the revenue collected covers the operating expenses.

Outcome

Identify strategies that will support sustained Washington County business and economic growth, services to Washington County citizens, and provide the revenue for the required supporting Airport infrastructure and services.

Business Planning Strategies

Support Economic Development and Operational Costs

Areas Covered

- Business and Hangar development economics
- Investigating non-aviation property development
- Air Cargo
- Air Service Development

Business Planning Strategies

Hangar and Business Development Economics

Facility rate comparison with airports in a 60 mile radius

- 11 Airports - HGR is the only commercial service airport.
- 2nd longest runway, 2nd in total area, 3rd in total based aircraft
- Tie-downs, T-hangars, Conventional Hangars, Fuel and Landing Fees
 - HGR Rates are competitive considering HGR offers superior services
 - General Aviation Rates for tie-down and T-hangers are more regionally influenced by price
 - Conventional Hangar rates are more influenced by level of service and proximity to urban and affluent markets. Rates at well-maintained facilities and strategically advantageous locations can charge higher rates ranging from \$10-\$14/sf versus \$1.80 - \$7.17.

Summary, HGR is competitively well-positioned within the regional market to serve the general aviation community.

Business Planning Strategies

Hangar and Business Development Economics

Hangar and Aviation Service Growth

- In the most recent 2018 study, the Airport directly and indirectly supported 1,763 jobs, \$307 million in economic activity, and \$21 million in state and local taxes.
- The land lease rent paid from T-hangar and corporate hangars account for over 50% of the Airport's operating revenue.
- Aviation Property Development Model – The Airport may not sell land and prospective development must be aviation service related. New private development occurs under land lease arrangements with fixed term lengths after which building ownership reverts to the Airport where it may lease the building/hangar at market rates.



Source: Washington County FY24 Budget Guide

Business Planning Strategies

Hangar and Business Development Economics

Hangar and Aviation Service Growth

- The Airport has a mix of County owned and privately owned/managed hangars. Hangar development may occur by the County or private development, however, private industry often can deliver projects quicker.
- The Airport can assist with encouraging business development by having sites available for pad-ready development (taxiway access, grading, and utilities). These expenses are not FAA grant eligible. Site costs are either a cost barrier to private development or have been applied as a site development credit to the developer which significantly delays when the Airport starts receiving lease income. The Airport should take advantage of state and federal economic development grant opportunities to prepare sites.
- The economics of new T-Hangar development is not viable. HGR's competitive advantage is its superior services available to businesses and lower hangar and operational costs compared to other regional commercial service airports.

Business Planning Strategies

Non-Aviation Property Development

Developing Retail, Hospitality or Entertainment Venues

These amenities attract passengers and visitors to the airport.

- Two restaurants on or near the airfield, adjacent airfield museum, hotel 1 mile away.
- Concession fee opportunities – i.e. rental car, food and beverage services, gift shop or travel services. Current seasonal and infrequent flight schedules limit supporting these daily services.

Land Leasing

- Former Grove Farm & Southeast Corner near Basore
- Solar Farm or commercial use



Business Planning Strategies

Air Cargo

- The Airport does handle limited cargo, but lacks the volume for a dedicated cargo terminal. Washington County's strategic geographic advantage for trucking and rail transportation logistics doesn't extend to large volumes of air freight.
- Proximity to population centers and manufacturing is a future opportunity for high value and specialty air cargo delivery as industries evolve.

Business Planning Strategies

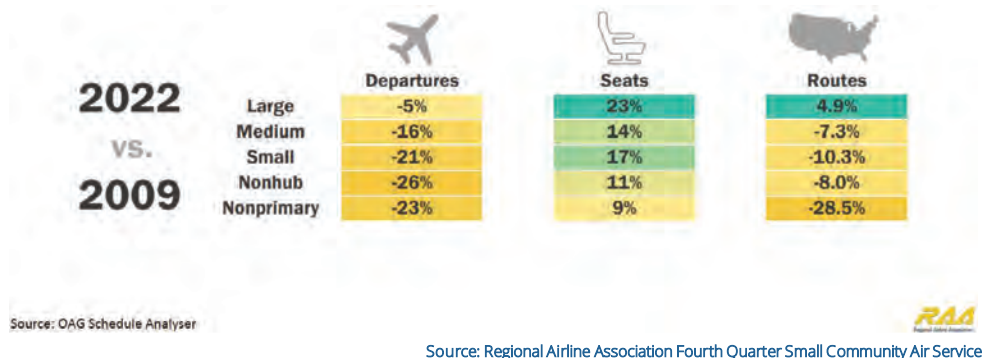
Air Service Development – Why is it Important?

- Commercial air service is the key to generating passenger enplanements which allows HGR to receive Federal Aviation Administration capital entitlement funds (\$1 million versus \$150,000) and greater opportunity for Airport Improvement Program grants that support the airfield infrastructure and businesses.
- Is an amenity for Washington County residents as well as opportunity for local tourism.
- Commercial air service requires keeping costs to the carrier low to remain competitive, but incur expenses related to TSA, ARFF, law enforcement officer coverage, ground handling staffing, and meeting a higher level of airfield compliance standards. These costs are mostly covered by other Airport revenue streams, which is a limiting financial model for supporting the service.
- Maintaining commercial air service requires exceeding the carrier's revenue metrics (Revenue per Available Seat Mile and Revenue per Block Hour flown), providing excellent value and service, and complying with carrier standards and recommendations.

Business Planning Strategies

Air Service Development Competition

- Demand for commercial air service is increasing, but service locations are constricting most severely at regional airports (small and nonhub). HGR lost Essential Air Service (EAS) in 2019 and it is unlikely to regain that type of air service, and alternate land based equivalents may be the future replacement. The legacy carriers that serve the EAS model left 74 regional airports since 2021.
- Fewer flights are being flown, planes are becoming larger with more seats, regional markets are being cut, and those flights and seats are being consolidated in larger urban markets. Expect trend to continue with pilot shortages, strong demand, and future net zero greenhouse aviation emission standards.
- In Allegiant Airlines' most recently reported quarter on a year-to-year comparison they flew 1.4% more available seat miles, but were rewarded with a 10.3% increase in passengers. Important to keep in perspective that while HGR is setting records so are most places at the same or greater rate.



Business Planning Strategies

Air Service Development Competition

- HGR is a small non-hub airport and must work even harder to maintain service as we represent such a small share of Allegiant's overall business. Q1 104 departures out of 28,273 total (0.37%)
- HGR does not want to remain stagnant unable to accommodate additional growth or implement an airline's recommended strategies to where their growth opportunity and service is shifted elsewhere.
- Having an on-call Air Service Development consultant versus seeking fees for individual services to assist with client meetings and collecting industry data, such as performance reports, leakage studies, targeted marketing data metrics is recommended. Currently, HGR internally does not have access to this level of expertise and information and is at a disadvantage.

Smaller Airports Hurt Worst

Comparing October 2019 with October 2022:

- 25 **large hub** airports lost flights, and the average loss was 16%,
- 23 **medium hub** airports lost flights, and the average loss was 16%
- 51 **small hub** airports lost flights, and the average loss was 19%
- 171 **non-hub** airports lost flights, and the average loss was 35%
- 54 **nonprimary** airports lost flights, and the average loss was 44%

Source: Regional Airline Association Fourth Quarter Small Community Air Service

Business Planning Strategies

Help Airline Services have the tools to maintain the service and/or grow to be self-sustaining

It's ok to take small, reasonable steps to monetize our airline terminal operations.

- Given our rising costs to support air service and to continue to comply with rigorous FAA and TSA requirements, we are being encouraged by our airline to implement strategies to collect modest fees from the airline passengers using our facilities to keep the cost charged directly to the airline low. This approach allows direct costs assigned to the airline to be lower and signals a more sustainable growth model to fund additional flights that won't pass the cost directly onto the airline.
- Passengers = additional revenue for the airport to pay for supporting services.
- Presently the Airport has no significant way to convert passengers to revenue.
- We need to have the same financial tools in our toolbox as nearly all other airports of our size have already implemented. Principally, this would be parking fees and passenger facility charges or PFCs.

Business Planning Strategies

Help Airline Services have the tools to maintain the service and/or grow to be self-sustaining

- Of the 122 Allegiant Airport Stations only 5 have free parking and 3 don't assess a PFC. HGR is the only Airport that doesn't have either a PFC or paid parking. Even with a low daily parking rate these fees could represent potentially hundreds of thousands in annual revenue.
- Parking revenue could support expanded marketing and air service development efforts to maintain the existing service, pursue and fund additional airline service, terminal maintenance, security, compliance and firefighting related expenses.
- PFC revenue can be used as capital grant matching funds or to pay for non-eligible FAA capital expenses.
- Allegiant prefers airports implement paid parking over PFCs as the PFC of \$4.50 is assigned to the ticket price.
- If our airline support-related services can become more self-sustaining, we won't then need to take as many resources from other parts of the airport budget to cover these expenses, which is also a limiting factor for new air service growth.

Questions and Discussion

- Feedback on information presented
- Not seeking any recommended motion or action today



Thank you.

Washington County Public Works
Hagerstown Regional Airport



Washington County, MD

HAGERSTOWN REGIONAL AIRPORT

Hagerstown Regional Airport **STRATEGIC PLAN**



**R.A. Wiedemann &
Associates, Inc.**
AVIATION CONSULTANTS

3. Regional Market Rates Study

A survey of airports within the region was conducted to determine Hagerstown Regional Airport's competitive position regarding revenue producing activities for GA activity. The regional area was assumed to extend to a loosely interpreted 60-mile radius around HGR. The following airports are those identified and examined for this analysis.

- **Area Airports with Runway Lengths 5,000 Feet and Above:**
 - Hagerstown Regional – HGR – 7,000 x 150 – Hagerstown, MD
 - Eastern West Virginia Regional – MRB – 8,815 x 150 – Martinsburg, WV
 - Frederick Municipal – FDK - 5,819 x 100 – Frederick, MD
 - Carroll County Regional – DMW - 5,100 x 100 – Westminster, MD
 - Greater Cumberland Regional – CBE – 5,047 x 150 – Cumberland, MD
 - Winchester Regional Airport – OKV – 5,498 x 100 – Winchester, VA
 - Leesburg Executive Airport – JYO - 5,500 x 100 – Leesburg, VA
 - Capital City Airport – CXY – 5,000 x 150 – Harrisburg, PA
- **Area Airports with Runway Lengths Below 5,000 Feet:**
 - Franklin County Regional – N68 – 3,300 x 75 – Chambersburg, PA
 - Gettysburg Regional - W05 – 3,100 x 60 – Gettysburg, PA
 - Montgomery County Airpark – GAI – 4,202 x 75 – Gaithersburg, MD

For the general aviation demand the service area will ultimately be a 30-minute drive time but the pricing will incorporate peer airports such as: Frederick, Martinsburg, Gaithersburg, Leesburg, Winchester, Carroll County, Cumberland, etc. We attempted to include information on Potomac Airpark and contacted them three times by telephone only to leave a voice message each time. As a privately owned airport, we are dependent upon input from W35 management to accurately include hangar rates and fees, which at the time of this writing are not available.

3.1 Airport Comparisons

The following tables present comparisons of service area airports. **Table 1** presents a comparison of facilities, activity, and infrastructure. **Table 2** shows the various services offered by each airport, while **Table 3** compares pricing for tie-downs, T-hangars, Conventional Hangars, Fuel, and Landing Fees.

Table 1 – Facility Comparison

Service Area Airports	Airport Code	Ownership	Acres	Number of Based Aircraft						Runway		Nav aids	Tower
				Jet	Multi	Single	Heli	Other	Total	First	Second	Highest	
Hagerstown Regional	HGR	Public	693	7	18	126	3	1	153	7,000x150	3,165x100	ILS	YES
Eastern WV Regional	MRB	Public	1,017	1	12	80	1	8	102	8,815x150	--	ILS	YES
Frederick Municipal	FDK	Public	616	10	20	150	11	0	191	5,819x100	3,599x75	ILS	YES
Carroll County Regional	DMW	Public	475	3	12	84	4	0	103	5,100x100	--	GPS	NO
Greater Cumberland Regional	CBE	Public	314	1	4	45	3	5	58	5,047x150	--	GPS	NO
Winchester Regional	OKV	Public	375	2	8	85	1	0	96	5,498x100	--	ILS	NO
Leesburg Executive	JYO	Public	294	18	23	195	4	1	241	5,500x100	--	ILS	YES
Capital City	CXY	Public	320	7	12	63	0	4	86	5,000x150	--	ILS	YES
Montgomery County Airpark	GAI	Public	125	6	14	119	2	0	141	4,202x75	--	GPS	NO
Gettysburg Regional	W05	Public	59	0	0	21	1	0	22	3,100x60	--	GPS	NO
Franklin County Regional	N68	Public	95	0	0	16	0	0	16	3,300x75	--	GPS	NO

Table 2 – Service Comparison

Service Area Airports	Frame Repairs	Power Repairs	Flight Instruction	Charter Service	Avionics	Aircraft Sales	Aircraft Rentals	Other
Hagerstown Regional	MAJOR	MAJOR	Yes	Yes	Yes	Yes	Yes	Air Freight, Air Ambulance, Cargo Handling
Eastern WV Regional	MAJOR	MAJOR	Yes	Yes	No	No	Yes	Air Freight, Air Ambulance, Cargo Handling
Frederick Municipal	MAJOR	MAJOR	Yes	Yes	Yes	Yes	Yes	--
Carroll County Regional	MAJOR	MAJOR	Yes	Yes	No	Yes	Yes	--
Greater Cumberland Regional	MAJOR	MAJOR	Yes	No	No	No	Yes	Glider and Tow, Air Freight
Winchester Regional	MAJOR	MAJOR	Yes	Yes	Yes	No	Yes	Air Freight
Leesburg Executive	MAJOR	MAJOR	Yes	Yes	No	Yes	Yes	Air Ambulance
Capital City	MAJOR	MAJOR	Yes	Yes	Yes	No	Yes	--
Montgomery County Airpark	MINOR	MAJOR	Yes	Yes	Yes	Yes	Yes	Air Freight
Gettysburg Regional	MAJOR	MAJOR	No	No	No	No	No	--
Franklin County Regional	MINOR	MINOR	No	No	No	No	No	Parachute Activity

Table 3 – Rates and Charges Comparison

Service Area Airports	Tie-Down	Conventional Hangars	T-Hangars	Landing Fee	Fuel Price/Gallon 4/20/2023			
	\$/month	\$/Square Foot	\$/ month	Yes/No	100 LL SS	100 LL FS	Jet A SS	Jet A FS
Hagerstown Regional	\$95/\$141	\$12.45 per sf for FBO Hangar	\$169/\$283/\$625/\$1062	Yes (\$1.36-\$3.13/1,000)	\$6.75	\$7.50	--	\$7.15
Eastern West Virginia Regional	\$80	\$7.17 per sf	\$160/\$260/\$460	Yes (\$2/1,000)	\$6.59	\$6.99	--	\$6.69
Frederick Municipal	\$123	\$10 - \$14 per sf	\$231-\$278	No	--	\$7.50	--	\$7.04
Carroll County Regional	\$90	--	\$375-\$400-\$425	No	\$6.84	\$7.14	--	\$7.16
Greater Cumberland Regional	\$30	\$3.00 per sf Year	\$150/\$160/\$180	No	--	\$6.55	--	\$5.70
Winchester Regional Airport	\$101	\$10.20 sf Hangar \$13.00 sf Office	\$401-\$466	No	\$5.89	\$6.29	--	\$6.39
Leesburg Executive Airport	\$120	\$8 - \$10 per sf	\$500/\$600/\$650/\$700 \$750/\$850	No	--	\$7.15	--	\$6.47
Capital City Airport	\$70	\$0.35-\$0.45 per sf ground lease	\$100/\$350	Yes (\$13/\$15 under 12.5k lb) \$3.51 per 1K lbs > 12.5K lb)	--	\$7.10	--	\$8.10
Montgomery County Airpark	\$115/\$131 \$162/\$273	\$5.80-\$7.40 per sf	\$325/\$483/\$614	No	\$6.95	\$7.50	--	\$7.50
Gettysburg Regional	\$50	\$0.25-\$0.35 per sf ground lease	\$230	No	\$6.38	--	--	--
Franklin County Regional	\$55	\$1.80 per sf	\$150	No	--	--	--	--

Only three airports in the general aviation service area impose landing fees – Hagerstown Regional, Capital City Airport, and Eastern West Virginia Regional Airport. HGR's landing fees are based on a sliding scale as follows (Rates have been adopted effective 7/1/2023):

HGR Landing Fees:

Class	MGTOW	Rate
1	6,500 - 10,999 lbs.	\$15.00
2	11,000 - 15,999 lbs.	\$30.00
3	16,000 - 33,999 lbs.	\$50.00
4	34,000 - 65,000 lbs.	\$100.00
5	66,000 - 99,999 lbs.	\$150.00
6	100,000 - up	\$200.00

Capital City Airport has a simple system with flat rates for two classes of aircraft above 5,000 pounds: \$13 for 5,001 – 8,000 lbs., and \$15 for 8,001 to 12,499 lbs. Any aircraft 12,500 pounds and over are charged \$3.51 per 1,000 pounds.

Eastern WV Regional Airport has a rate formula of \$2 per 1,000 pounds for aircraft below 100,000 MTOW, and \$2.50 per 1,000 pounds for all aircraft above 100,000 MTOW. This airport also has a ramp fee that can be waived with a purchase of fuel. The ramp rate for small jets is \$280 with the highest rate being double that - \$560.

In summary, only three airports in the general aviation service area impose landing fees – Hagerstown Regional (HGR), Capital City Airport, and Eastern West Virginia Regional Airport. HGR's landing fees are based on a sliding scale with fees ranging from \$15 to \$200 depending on the aircraft's MTOW. Capital City Airport has a two-tiered flat rate system for aircraft weighing above 5,000 lbs: \$13 for 5,001 - 8,000 lbs., and \$15 for 8,001 to 12,499 lbs. For aircraft weighing 12,500 lbs. and over, they charge \$3.51 per 1,000 lbs. Eastern WV Regional Airport has a simple rate formula of \$2 per 1,000 lbs., with ramp fees waived upon fuel purchase.

Comparing the landing fees, HGR tends to have higher fees for smaller aircraft but becomes more competitive for larger aircraft, eventually charging less than Eastern WV Regional for very large aircraft. Capital City Airport's fees are competitive for smaller aircraft but become more expensive for larger aircraft over 12,500 lbs. With slightly higher fuel prices, customers may perceive the higher levels of service, safety, and security at HGR worth the difference, influencing HGR's strategic planning, business development, and marketing efforts moving forward.

3.2 Summary and Conclusions

The market analysis conducted for Hagerstown Regional Airport (HGR) focused on understanding the competitive landscape within a loosely defined 60-mile radius around the airport. A total of eleven airports, varying in size and services offered, were included in the analysis. Key findings from this review can be summarized as follows:

1. **Facilities:** HGR is a publicly owned airport, with a total of 153 based aircraft, including 7 jets, 18 multi-engine, 126 single-engine, 3 helicopter, and 1 other. It has a 7,000 x 150 ft runway, ILS Nav aids, and a control tower. HGR has the second longest runway and the second most total acres of airport property among the 11 airports included. It is the third in total based aircraft, with a diverse range of aircraft types. This positions HGR as the only commercial service airport among this list and also as one of the stronger general aviation airports in the region.
2. **Services:** In terms of services offered, HGR provides major frame and power repairs, flight instruction, charter service, avionics, as well as air freight, air ambulance, cargo handling, HGR offers the most airport services compared to its regional competitors. This does not necessarily indicate that airports with fewer services are at a disadvantage; it could be that they have opted to focus on providing one or two services extremely well. However, this wide range of services sets HGR apart from many of its regional competitors, especially smaller airports with limited offerings.
3. **Tie-Down Rates:** A comparison of tie-down rates and charges revealed that HGR's fees for single engine piston aircraft (\$95/month) and twin-engine piston aircraft (\$141/month) are more competitive compared to other airports in the region. Frederick Municipal (\$123/month) and Montgomery County Airpark (\$131-\$162/month) have higher rates. The lowest tie-down fees are at Greater Cumberland Regional Airport (\$30 per month).
4. **T-Hangar Rates:** Regarding T-hangar costs, HGR offers various options, ranging from \$169 to \$1,062 per month. These rates include hangars with attached offices that are not available at many of the other airports in the service area. When compared to other airports in the region, HGR's T-hangar rates fall within a competitive range. For example, Eastern West Virginia Regional's T-hangar rates range from \$160 to \$460 per month, while Frederick Municipal's range between \$231 and \$278 per month. Leesburg Executive Airport has a higher rate at \$600 per month, whereas Greater Cumberland Regional and Franklin County Regional offer more affordable options at \$150-\$180 and \$150 per month, respectively.
5. **Conventional Hangar Rates:** The analysis of conventional hangar rates across the service area reveals notable variation among the airports. Airports in the high-cost cluster, such as Hagerstown Regional Airport, Frederick Municipal, and Winchester Regional Airport, tend to charge higher rates, ranging from \$10 to \$14 per square foot. These airports often provide a diverse range of services, well-maintained facilities, and strategically advantageous locations to justify their premium pricing. On the other hand, airports situated within the lower end of the price range, such as Eastern West Virginia Regional, Greater Cumberland Regional, and Franklin County Regional, charge significantly lower rates for conventional hangar space, ranging from \$1.80 to \$7.17 per square foot. While it

is anticipated that these rates will increase in the near term, it is evident that these airports must prioritize affordability to entice cost-conscious customers and attract tenants away from their higher priced but more favorably located counterparts.

6. **Fuel Prices:** Fuel prices at HGR are slightly higher than some of its regional counterparts. As of April 20, 2023, the privately-owned Rider Jet Center FBO charges \$6.75/gallon for 100 LL self-service fuel, \$7.50/gallon for 100 LL full-service fuel, and \$7.15/gallon for Jet A full-service fuel. HGR has the third highest price for self-serve LL Avgas among six airports, and it is one of three airports with the highest price for full-serve LL Avgas among nine airports. For full-serve Jet A, HGR has the fourth highest price among nine airports. While the fuel prices are not the lowest in the region, they are not significantly higher than those at competing airports while allowing the HGR FBO to collect a fixed margin on their fuel sales.
7. **Landing Fees:** HGR's landing fees tend to be higher for smaller aircraft, but become more competitive as the aircraft size increases, eventually becoming lower for very large aircraft compared to Capital City Regional Airport and Eastern WV Regional Airport. Additionally, Eastern WV Regional imposes ramp fees that can be waived with fuel purchase, which is an additional cost factor to consider when comparing both airports. The Rider Jet Center does the same thing for GA visitors to the FBO ramp. HGR's proposed fee schedule reflects the rare occasion when someone wants to park on a non-FBO ramp at the Airport. For example, this could be a sports charter on the firehouse apron or the terminal apron.

In conclusion, Hagerstown Regional Airport is competitively well-positioned within its regional market, offering a diverse range of services to cater to the general aviation demand. With more competitive tie-down fees and slightly higher fuel prices, customer choices may not be impacted as they perceive the higher level of service at HGR is worth the difference. Overall, this market analysis provides valuable insights to inform HGR's strategic planning, business development, and marketing efforts moving forward.

Appendix A presents information taken from published sources show fee structures beyond those listed in the tables earlier in this section.

5. Business Planning Strategies

This section outlines several business strategies designed to enhance revenue production at the Airport. These strategies are not fully developed, but instead show anecdotal examples of proformas for the following areas of interest: hangar development; non-aviation property development; and airline/cargo service development.

5.1 Hangar Development

Hangar development is a key strategy for increasing revenue at an airport. By investing in new hangar facilities, airports can accommodate more aircraft and attract a wider range of clients, including private and corporate aircraft owners, maintenance providers, and aviation schools. This typically works best if the airport sponsor is also the FBO or fuel seller on the airport.

At present, there is a mix of County owned and privately owned/managed hangars at HGR, some with unusually long lease/reversion terms. While it is generally understood that Rider Jet Center as a private entity, is able to develop hangar facilities less expensively than the County, this does not demand that the Airport should not also participate in hangar development. New hangar design and construction should be considered by the County to ensure more expedient and dependable revenue streams. Furthermore, the County must insist upon future agreements that hold the line on lease term length and ensure it is commensurate with investment. Term-stacking and unnecessary extensions for little to no additional investment must be avoided. Independent of hangar ownership, the FBO will capitalize on fuel sales to the new aircraft tenants.

Inputs:			Description
Hangar Type (Conventional/T-Hangar)	Conventional		Type of building being constructed
Hangar Cost	3,000,000		Total cost of the building
	1	Units	IF a T-hangar, the number of Units
Hangar Size	10,000	SF	Size of the building
Ground Lease footprint of hangar	15,000	SF	The square footage of the area leased if it were to be a Ground Lease
Lease Period	30	Yrs.	How long a ground lease would be for the property
Lease Price Per Unit/per month	10,375		The starting lease rate per unit if a T-hangar
Hangar Lease Rate per square foot per year	12.45		The starting lease rate per square foot per year if a Conventional Hangar
Ground Lease Rate per square foot per year	0.50		The starting lease rate per square foot per year if a Ground Lease
Maintenance Costs, if any	10,500.00		Estimated yearly costs (maintenance, insurance, etc. by sponsor)
Inflation Rate	4.50%		Both Revenues and expenses will increase by inflation rate
Percent Financed by Loan:	100.00%		Amount of the loan financed by the sponsor
Upfront payment	0		
Loan Amount	3,000,000		
Loan Interest Rate:	6.00%		Interest rate
Loan Length (years):	30		Should be less than or equal to lease period

Figure 1 – Hangar Feasibility Assumptions

Using a feasibility proforma tool, the investment in new hangar development versus the leasing of land for a third party to develop a hangar can be compared. **Figure 1** shows the assumptions in the model, while **Figure 2** presents a sample comparison between these two options. For this model, one assumption is that the leased area is 1.5 times the building size. That lease footprint can be equal to or up to 3.0 times the building size at some airports.

Results of the 30-year proforma model show:

- Total Hangar Revenues: \$7,595,400
- Total Maintenance Expenses: \$640,600
- Total Debt Service: \$6,475,100
- Net Cash Flow: \$479,600
- Net Ground Lease Revenues if 3rd Party Builds Hangar: \$457,600
- Benefit of Building and Leasing Hangar: \$22,100 over 30 years

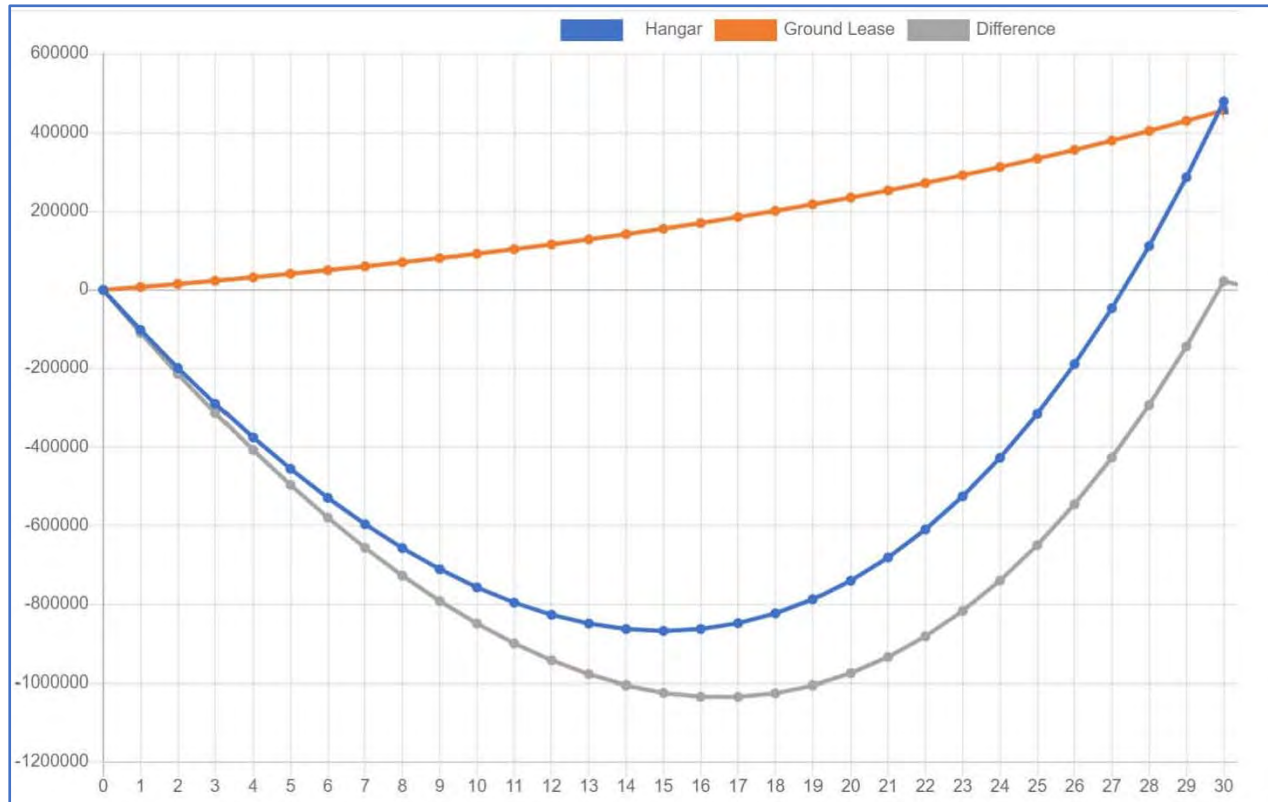


Figure 2 – Hangar Feasibility Comparison: Build vs Ground Lease

This is the benefit that either Rider Jet Center or the County would accrue if they constructed the facility. As shown, with a 6 percent interest rate, the ground lease option for the County is favorable until year 30 of the model. Of course, assumptions and inputs could change the outcomes. That is, lower inflation or interest rates, equity or grant investment instead of loans, and different maintenance/insurance costs will change the model.

One item we recommend not changing would be the ground lease rate of \$0.50 per square foot. That rate and higher ones are replacing lower rates at airports across the country. In addition, HGR should not be responsible for a project proponent's site prep costs.

For T-Hangar development, the economics are somewhat worse. That is, for a 10-unit T-Hangar with costs of \$200/square foot, it would take 30 years to breakeven at \$670 per unit per month. This rate is in the upper range of rates for T-Hangars in the service area. While a municipal government may be willing to wait for 30 years to recoup an investment, it would not work in the business world. Again, interest rates, inflation, and building costs are significant to the feasibility.

5.2 Non-Aviation Property Development

Non-aviation property development provides additional revenue streams for airports by utilizing available land or property for commercial or industrial purposes. Typical ideas for non-aviation property development include:

Developing Retail, Hospitality, Or Entertainment Venues

Developing retail, hospitality (hotel and dining), or entertainment venues within the airport property to attract passengers and visitors is one common theme at airline and larger general aviation airports. HGR has already accomplished the dining portion of this, with two high-end restaurants on or near the field (The Grille at Runways, and Nick's Airport Inn). There is one upper-midscale, limited-service hotel (Hampton Inn) within a mile of the Airport. In addition, there is an aviation museum on the Airport which attracts numerous visitors each year. Finally, there are other services and retail businesses scattered around the Airport or directly adjacent to facility. At the Terminal Building, there are vending machines which provide limited food and snack services, as well as a snack bar in the terminal hold room staffed by airport employees providing limited food services to screened departing passengers. At present, flight schedules are not currently sufficient to support a full-time retail outlet such as a gift shop or café. Therefore, no recommendations regarding additional retail, dining, or entertainment venues are suggested for this plan.

Land Leasing

Leasing land or property to businesses or organizations for offices, warehouses, or other commercial purposes is a viable option for the Airport. Options examined by this analysis included:

- Former Grove Farm Property
- Southeast Corner Near Basore Drive Adjacent to Taxiway Papa

Former Grove Farm Property

This property is roughly 80 acres (outlined in red) and is situated as shown in **Figure 3**. The retention pond and the family cemetery cover about 20 acres, leaving between 50 and 60 acres for development, depending on the selected use. Proposed uses for this property have included:

- Solar Farm
- Commercial/Warehouse Development

The potential earnings from these uses depend on a ground lease agreement or, in the case of a solar farm, a potential assessment based on production. For the commercial warehouse and water treatment plant, ground lease costs need to be compared to the potential purchase price of the land.

- 60 acres (2,613,600 sf) @ \$140,000/acre = \$8,400,000 or \$3.21/square foot

Thus, assuming a 5 percent capitalization rate for lease revenues, a land lease over a 20-year period would cost less than \$0.161/square foot or roughly \$420,000 per year – very good if you can get it.



Figure 3 – Potential Non-Aviation Property Development Areas

In Massachusetts, local units of government can levy payment in lieu of taxes (PILOTs) in addition to property taxes on solar farms. For example, at the Fitchburg Airport, this would include a charge of \$9,800 per megawatt produced, plus the real property tax rate of \$17.61 per \$1,000 of land value. This totals approximately \$3,850 per acre, assuming a land valuation of \$20,000 per acre.

Applying the Washington County, MD tax rate of \$.948 and a land value of \$140,000 per acre, the rate equates to roughly \$4,825 per acre or \$289,500 per year if the property is sold. This corresponds to approximately a \$0.119 per square foot. If the land is retained and leased to a solar farm developer, annual per-acre rents for larger tracts of solar land can range from \$300 to

\$800 depending on a state's average capacity factor and land availability, according to Strategic Solar Group.¹ This lease rate at the top end, is \$0.0184 per square foot. If an equivalent production tax is applied, the overall annual lease rate would be \$4,298 per acre or \$0.0949 per square foot (which is less than the return for selling the property and simply collecting taxes). Thus, unless there are no other higher uses found for the property, the solar farm would be an alternative for gaining some revenue from the property.

Southeast Corner Near Basore Drive Adjacent to Taxiway Papa

Figure 3 displays the area (outlined in green) that the Airport has considered repurposing. The potential plan involves removing all residential properties and aging hangars to create a new large T and Box hangar development complex, akin to the one near the FBO. Alternatively, this land could be transformed into a small 13-acre industrial/flex-use park.

Assuming a cost of at least \$100,000 per acre to prep the land for development, and considering potential aviation use, land lease rates could range between \$0.25 and \$0.50 per square foot. Given 10 acres of usable property, we estimate an annual rent for aviation usage at \$217,800. With a 5 percent cap rate, this allows for an investment exceeding \$4.3 million to achieve breakeven over 20 years.

Because industrial developments generally require that the developer control ownership of the property, finding suitable lease users would be difficult for this property. At airports, leased industrial development space is usually occupied by aviation-related industries with a need to access a runway. This suggests that it would be easier to develop the property for aviation use than non-aviation industrial or commercial use. Otherwise, selling the property and setting up an annuity with the net proceeds to fund capital development is another option.

5.3 Airline/Cargo Service Development

One area of potential growth at HGR involves the attraction of more scheduled airline service and specialty air cargo service. Served by Allegiant Air, a low-cost carrier offering flights to popular vacation destinations like Orlando, St. Petersburg, and seasonally, Myrtle Beach, the Airport presents an attractive option for both passengers and airlines. While daily flights to a hub may not be feasible in the short term due to the proximity of larger airports like BWI and Dulles, targeted regional connections could be a valuable addition to the Airport's offerings in the future.

Attracting a regional carrier to provide services to key hubs such as Charlotte (American) or Detroit (Delta) could offer passengers more travel options and increase the Airport's catchment area. This, in turn, could boost enplanements, currently around 31,000 per year, enhancing revenues from the Passenger Facility Charge (PFC) and paid parking, once these options are implemented.

¹ "Harvesting the Sun: On-Farm Opportunities and Challenges for Solar Development," Anuj Krishnamurthy, Oscar Serpell, July 2021 (kleinmanenergy.upenn.edu).

HGR lacks the volume for a dedicated cargo terminal, but the Airport is handling several million pounds annually of all-cargo aircraft landed weight each year. Hagerstown's vibrant manufacturing sector (Volvo and others) supports these specialized cargo flights. Potential increases in cargo revenue opportunities would be seen in higher landing fees and perhaps a specific fee assessed by the airport in addition to the landing fee to recognize a share of the revenues associated with the loading/unloading and local truck transport service provided or arranged by the FBO. (Currently Rider Jet Center handles all cargo flights). One option would be to add another 0.30 per thousand lbs. MGTOW for all-air cargo planes.

The East Apron is one that could potentially be leased out to SNC or to the RJC FBO (at least a larger portion of it) to generate revenue as its treated as common use apron now and being used for free/no money is being earned with it. The Airport would benefit from regularly collecting fees for the apron area if SNC or RJC FBO do use it and existing legal agreements allow HGR to charge them for parking. Conversely, the Plane Care Apron off Taxiway Papa is one where that does not earn income from that company to occupy or use it. That company wants HGR to make very expensive repairs as the pavement is at the end of its useful life or at failure stage in spots.

It is recommended that new leases be signed at time of renewal, potentially with entirely new lessees, which would charge for use of the pavement and not just the buildings. Nothing should be free, under a "you pay for what you use" standard. The Plane Care area may benefit from a demolition of some older structures and a reduction in the amount of paved surface back to only what is needed.

In conclusion, there is potential for Hagerstown Regional Airport to attract more airline and cargo services. Although others would benefit financially from this increase in activity, the Airport could participate by instituting pay parking and a Passenger Facility Charge (PFC). Even with the status quo in activity, the Airport would benefit from new parking fees and PFCs.

5.4 Pay Parking and Expanded Parking Area

Instituting a pay parking facility at HGR, with potential rates starting at \$5 per day, could generate significant additional revenue for the Airport. In this regard, North Central West Virginia Airport began charging for parking in July 2022 and knew it would create an additional revenue stream despite receiving complaints. In the months since, complaints have subsided, and the revenue stream is better than what was expected. Since the Benedum Airport Authority signed off on the project, the airport has collected \$181,945 in revenue. The automated parking machine allows customers to pay for parking with cash or credit. The daily cost is \$5 per day, and it is free for less than an hour.

In addition to pay parking at HGR, expanding the parking lot near the entrance to accommodate truck/trailer parking from the Love's Truck Stop across the street could further increase income. However, aesthetic and visual impacts must also be considered to ensure the Airport maintains a positive image.

Potential Revenue from Pay Parking

With an average of 200 cars currently utilizing the free parking lot, instituting a daily rate of \$5 could generate considerable income. Assuming consistent usage, the estimated revenue would be as follows:

- $200 \text{ cars} * \$5 \text{ per day} * 365 \text{ days} = \$365,000 \text{ per year}$

Additionally, the expanded parking lot for truck/trailer parking could generate further revenue. There is an identified need for it in Washington County. HGR is located just off I-81 at perhaps the only intersection in Washington County that can take the trucks without major congestion issues. Some trucks would pay \$15-\$30+ a day to park overnight even on a gravel lot. Assuming just 10 trucks at \$20 per night, the following revenues could be generated:

- $10 \text{ trucks} * \$20 \text{ per day} * 365 \text{ days} = \$73,000 \text{ per year}$

Between the cars and trucks, a total of \$438,000 could be generated. These numbers are based on minimal daily fees of \$5 per car and \$20 per tractor-trailer truck. Over time, these fees could be raised.

Costs

There would be costs associated with implementing a pay parking facility and expanding the parking lot. These might include:

- Initial investment in parking equipment, such as ticketing machines, barriers, fencing and signage.
- Ongoing maintenance costs for the equipment and parking area.
- Additional part-time staffing or security measures to manage the pay parking facility.
- Construction costs for the truck parking lot expansion.

Prior to initiating pay parking, consideration should be given to how much demand may be lost because of the increased cost. At \$5 per day, it is doubtful that any travel decisions would be impacted or cancelled. A detailed cost analysis should be conducted by the Airport's engineering consultant to determine the cost components of these items.

Aesthetic and Visual Impacts

While the additional revenue from the pay parking facility and expanded parking lot is attractive, the potential aesthetic and visual impacts must be considered. An airport's entrance plays a crucial role in shaping first impressions for visitors and passengers.

Truck/trailer parking near the Airport entrance could create a less appealing visual environment, potentially reducing the Airport's perceived value and negatively impacting the overall experience for passengers. To mitigate these concerns, the following measures could be taken:

- Implement landscaping and greenery around the parking area to create a visual buffer between the trucks/trailers and the Airport entrance.
- Design the expanded parking lot to minimize visibility from the Airport entrance, possibly by strategically placing it behind creative art barriers or creating a designated truck/trailer parking area further from the entrance.
- Incorporate attractive signage and lighting to maintain a professional and welcoming appearance.



Figure 4 – Murals at Lexington Bluegrass Field

In conclusion, instituting a pay parking facility and expanding the parking lot for truck/trailer parking could generate substantial additional revenue for HGR. However, the potential aesthetic and visual impacts must be carefully considered and mitigated to ensure the Airport maintains a positive image. A comprehensive cost analysis and thoughtful planning for visual impact mitigation can help achieve a balance between revenue generation and maintaining a welcoming Airport environment.

5.5 Passenger Facility Charge

Instituting a Passenger Facility Charge (PFC) of \$4.50 per enplanement at HGR, which currently has airline service from a low-cost carrier (Allegiant), presents both advantages and disadvantages. Given the passenger level of 65,000 annually, the PFC could generate significant revenue for the Airport, but it may also be viewed negatively by the airline, potentially affecting their operations. The following summary outlines the pros and cons of implementing a PFC at HGR (also see FAA Advisory Circular regarding PFCs - <https://www.faa.gov/airports/pfc>).

Pros:

- **Increased Revenue:** Assuming 65,000 annual enplanements, a PFC of \$4.50 per enplanement would generate \$292,500 in additional annual revenue for HGR. This revenue can be used as the local share for a variety of essential Airport improvement, safety, and maintenance projects. These projects might include funding other necessary non-AIP projects, such as: wildlife studies and mitigation, investments in Aircraft Rescue & Fire Fighting, security expenses such as cameras and access control systems, red "crash" hardline phone system for emergency communications between ARFF and Air Traffic

Control, Airport Management/Ops/MX/local 911. In addition, PFC revenue could fund airfield painting costs, airfield sweepers, salt building, parking lot improvements, etc. These necessary Capital Improvements are sometimes delayed because the FAA, MAA or local County do not have the resources to fund them.

- **Funding for Capital Improvement Projects:** PFC revenue can be used to fund Airport infrastructure projects that may otherwise be difficult to finance, including the expansion of the parking lots, creation of truck parking areas, land acquisition near Taxiway Papa, etc.
- **Bonding Potential:** PFC revenue can be used to support the issuance of bonds, providing HGR with a stable source of funding for long-term capital improvement projects. This can help the airport secure lower interest rates and better financing terms for future development.

Cons:

- **Potential Negative Impact on Airline Relationship:** Instituting a PFC may be viewed negatively by Allegiant, as low-cost carriers typically aim to offer the lowest possible fares to their customers. Adding a PFC could lead to increased ticket prices, which the airline may believe, or at least say, will affect its competitiveness and passenger demand, (even though Allegiant has PFCs at many other cities it serves).
- **Administrative Costs:** Implementing and managing a PFC program requires additional administrative work, such as collecting and remitting the fees, maintaining records, and complying with federal regulations. These tasks may increase the airline and Airport's operational costs.
- **Pay Parking vs PFCs:** If the Airport seeks a PFC prior to instituting pay parking, Allegiant is apt to react negatively, as they would argue that all should be done on the local side to generate additional revenue from passenger use of the terminal and facilities prior to seeking additional fees from the airline to have to collect from passengers and remit back to the Airport.

In conclusion, instituting a PFC of \$4.50 per enplanement at HGR could generate additional revenue and provide funding for capital improvement projects, as well as support bonding efforts. However, it may also negatively impact the Airport's relationship with Allegiant and potentially reduce passenger traffic slightly due to increased ticket prices (and parking fees if these initiatives are pursued concurrently). HGR management should carefully weigh these pros and cons prior to implementing a new set of fee structures.

5.6 Summary and Findings

This analysis has identified several business strategies that could enhance revenue production at HGR. The potential strategies are grounded in the areas of hangar development, non-aviation property development, airline/cargo service development, instituting pay parking and an expanded parking area, and implementing a Passenger Facility Charge (PFC).

Hangar development, such as potentially delegated to Rider Jet Center, could accrue benefits from ground leases, including an estimated net cash flow of \$7,500 per year from a single 15,000 sf

lease. Assuming 150,000 square feet of new leases over 20 years, a cumulative total of \$1.5 million could be realized in un-escalated revenues.

Non-aviation property development on the Grove Farm Property and near Basore Drive adjacent to Taxiway Papa, via land leasing or commercial/warehouse development, could yield substantial revenue. The Grove Farm Property's potential ground lease revenue could be estimated at \$420,000 per year if used for commercial development. The development near Basore Drive could achieve an estimated annual rent for aviation usage at \$217,800, given 10 acres of usable property.

Airline/cargo service development holds potential, particularly through regional connections that could boost enplanements and revenues from PFCs and paid parking. These strategies require careful consideration as they may impact relationships with current airline partners, particularly Allegiant.

Instituting a pay parking facility and expanding the parking lot could generate additional revenue. Estimated annual earnings could reach \$438,000, assuming rates of \$5 per car and \$20 per tractor-trailer truck per day. However, aesthetic and visual impacts must be mitigated to maintain a positive Airport image.

Implementing a PFC of \$4.50 per enplanement could result in significant additional revenue of \$292,500 per year given the current enplanement level. PFCs can also support long-term capital improvement projects and bond issuance. Yet, the potential negative impact on the relationship with Allegiant and potential administrative costs must be considered. **Table 4** presents a summary of the potential financial benefits of these initiatives.

Table 4 – Summary of Potential Financial Benefits			
Business Strategy	Estimated Annual Earnings	Unescalated Revenue over 20 Years	Escalated Revenue over 20 Years
Hangar Development (Ground Lease – 150,000 SF)	\$75,000	\$1,500,000	\$2,346,214
Non-Aviation Property Development - Grove Farm Property	\$420,000	\$8,400,000	\$13,142,352
Non-Aviation Property Development - Near Basore Drive	\$217,800	\$4,356,000	\$6,822,109
Pay Parking (Cars and Trucks)	\$438,000	\$8,760,000	\$13,719,292
Passenger Facility Charge (PFC)	\$292,500	\$5,850,000	\$9,159,267
Total	\$1,443,300	\$28,866,000	\$45,189,234

* PFC Rate not escalated, even though rate increases are likely in the near term.

Appendix A

Detailed Rate Structures of Area Airports

Eastern West Virginia Regional Airport

Airport Minimum Standards, Appendix "A"



FY 2022-2023 EWVRAA Schedule of Rates, Fees and Charges

Effective 07/01/2022

adopted: 04/18/2022

Adjusted rates in red.

Description

Amount \$ (USD) Per

Aeronautical Services

Aircraft Landing Fee MTOW (5,000 - 99,999 pounds)

\$2.00 1,000 lbs Was \$1.50

Aircraft Landing Fee MTOW (100,000+ pounds)

\$2.50 1,000 lbs

Cargo Service Fee (Addl to Ramp Fee)

\$0.20 1,000 lbs

^Note: Landing fees do not apply to locally-based, federal, state and military aircraft

Maintenance Service Charges

Dumpster Fee

\$194.00 Month

Kitchen Grease Trap Quarterly Cleaning

\$600.00 Year

Ramp Escort Fee

\$50.00 hour

Terminal Secured Key Duplicate (each)

\$50.00 Key

Lost Key replacement (Standard key) (each)

\$25.00 Key

After-hours Maintenance Service Call (Non-Tenants)

\$75.00 each

Hangar Cleaning Charge

One Month's Applicable Rent

Facilities Maintenance

\$75.00 Man-hour

Spill clean-up Fee

\$250.00 + any fines incurred + cleanup supplies

Administrative Service Charges

Returned Check Fee

\$30.00 Occurance

Late Payment Fee (Hangars, Tie-Down)

10.00% Month

Documents/Record Research Requests

\$75.00 Hour

Minutes/Agendas Research Requests

\$50.00 Hour

Waiting List Yearly Deposit

One Month's Applicable Rent

Waiting List Application Fee

\$25.00

Hangars & Tie-Downs (Monthly rates for based aircraft only) eff. 7/1/2022

"B" T-Hangar Units 1-8	\$258.00	Month	Was \$250
"C" T-Hangar Storage Room	\$50.00	Month	
"C" T-Hangar Units C-1, 2, 3, 4, 5, 7, 8,9, 10	\$160.00	Month	Was \$150
"C" T-Hangar Unit C-6 with Extra Storage	\$170.00	Month	Was \$160
"D" Box Hangar 60'x60' Bi-Fold Door	\$900.00	Month	Was \$890
"F" T Hangar Unit F2	\$248.00	Month	Was \$240
"F" T Hangar Units F1 & F3	\$268.00	Month	Was \$260
"G" T Hangar Units G1, G2, G3 & G4	\$258.00	Month	Was \$250
"H" Box Hangar 40' x 48' Bi-fold doors	\$475.00	Month	Was \$460
"I" T-Hangar Units I-2, 3, 4, 5, 6, 8, 9, 10	\$235.00	Month	Was \$230
"I" T-Hangar Units I-1, 7 with Extra Storage	\$248.00	Month	Was \$240
"I" Larger Twin Units (up to 42' wingspan)	\$425.00	Month	Was \$410
"I" Larger Twin Units I-12 & 13 with Extra Storage	\$435.00	Month	Was \$420

Community Heated Small Piston Single \$330.00 Month

Community Heated Twin Piston \$440.00 Month

Note: Community Heated are applicable to storage at MRB West. Rates for Helicopters, Seaplanes, Turboprops and Jets are negotiable.

Ramp Tie Down (Paved) \$80.00 Month

Ramp Tie Down (Grass) \$40.00 Month

Ramp Tie-Down (a/c 10,000 lbs+) Negotiated Month

Facility Use Charges

Conference Room Rental **\$45.00** hour Was \$35

Each Additional Hour, Conference Room \$10.00 hour

Office Lease **\$350.00** Month Was \$325

Fines

Access Gate Violation - 1st violation \$0.00 each

Access Gate Violation - 2nd violation \$100.00 each

Access Gate Violation - 3rd and subsequent violations \$200.00 each

Ground Leases

Highly Improved Ground Lease	\$0.25 Sq ft/yr
Intermediately Improved Ground Lease	\$0.17 Sq ft/yr
Unimproved Ground Lease	\$0.08 Sq ft/yr
TTF Access Fee (applies to land underneath structures)	\$0.25 Sq ft/yr

Aeronautical Business Operating Fees

SASO Annual Service Fee	\$1,200.00 Year
Aircraft Maintenance FBO Annual Service Fee	\$1,200.00 Year
Fuel Sales FBO/SASO Annual Service Fee	\$1,200.00 Year
Aircraft Sales FBO/SASO Annual Service Fee	\$1,200.00 Year
Flight Training FBO/SASO Annual Service Fee	\$1,200.00 Year
Air Taxi/Charter FBO/SASO Annual Service Fee	\$1,200.00 Year

Rates & Fees - Winchester Regional Airport

Schedule your next flight into OKV using Flightbridge!

Ramp Use Fees

CLASS	MTOW	FEE/MIN GALLONS TO WAIVE
Class A	8,000 – 12,500	\$60 or 50 gallons
Class B	12,501 – 20,000	\$120 or 80 gallons
Class C	20,001 – 30,000	\$200 or 180 gallons
Class D	30,001 – 50,000	\$350 or 300 gallons
Class E	50,001 & up	\$500 or 400 gallons

Overnight Ramp Parking:

CLASS	FEE
0 – 7,999 lbs	\$15 (one night waived with 5 gallon fuel purchase)
Class A	\$45 per night
Class B	\$65 per night
Class C	\$85 per night
Class D	\$110 per night
Class E	\$125 per night

Hangar Parking (Space Available)

CLASS	FEE
0 – 7,999 lbs	\$85.00 per night
Class A	\$170.00 per night
Class B	\$270.00 per night
Class C	\$370.00 per night
Class D	\$470.00 per night
Class E	\$570.00 per night

GPU

FEE

Engine Start + First Hour	\$100.00
Extended GPU Service	\$75.00 each additional hour

Other Fees

FEE

Towing	\$50.00 one way to/from main ramp
Electric Hookup for Engine Heater	\$30.00 per day
Cargo Handling Fee	\$100.00 per hour per person
Forklift Rental	\$100.00 per hour
Lav Cart Service	\$75.00 includes flush/refill
Oxygen Service	\$100.00



Agenda Report Form

Open Session Item

SUBJECT: Transfer of Real Property and Declaration of Surplus Property

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the acceptance of real property conveyance from Washington County Board of Education (BOE) concerning the property consisting of +/- 28.04 acres located on the Northeast Side of Mount Aetna Road, to adopt the ordinance declaring the property as Surplus, to approve the conveyance of the same, and to authorize the execution of the necessary documentation to finalize the conveyance for \$2,700,000.00 to Meritus Medical Center, Inc (Meritus). The intent to convey the property was duly advertised July 31, August 7, and August 14.

REPORT-IN-BRIEF: The Board of County Commissioners previously approved a Memorandum of Understanding (MOU) between the County, BOE, and Meritus on June 6, 2023 for the transfer of real property.

DISCUSSION: The BOE has determined land behind Children's Village consisting of approximately 28.04 +/- acres to be surplus property and unsuitable for construction of an elementary school and unnecessary for the continued operation of Children's Village. Meritus has agreed to acquire the surplus property to accommodate student housing for the Meritus School of Osteopathic Medicine.

BOE cannot, by law, convey any property to any entity other than the local government, and therefore, the County must approve and accept the conveyance of property from BOE, convey the property, and be a party to the MOU. The County will contribute the \$2.7 million to the County's Capital Reserve Fund for BOE'S use, in its sole discretion, to acquire land for new school construction, [for school building](#) construction, or renovation projects. The State of Maryland must also approve the proposed disposal of surplus property.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Ordinances, Subdivision Plat

AUDIO/VISUAL NEEDS: Subdivision Plat

ORDINANCE NO. ORD-2023-

AN ORDINANCE TO APPROVE THE ACQUISITION OF REAL PROPERTY

(Northeast Side of Mt. Aetna Road)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County"), believes that it is in the best interest of the citizens of Washington County to acquire certain real property from the Board of Education of Washington County, Maryland (the "Board of Education," referred to as "Grantor" in the hereinafter mentioned Exhibit A), to be used for public purposes, said real property identified on the attached Exhibit A (in which the County is referred to as "Grantee") (the "Property").

2. The County approved the acquisition of the Property on June 6, 2023.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the Property is being donated by the Board of Education to the County and no funds will be utilized from the General Fund of the County for the acquisition of the Property.

4. The acquisition of the Property is for no consideration because it is part of a land exchange between the County and Meritus Medical Center, Inc.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the acquisition of the Property be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the acquisition of the Property.

ADOPTED this 19th day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Kirk C. Downey, County Attorney

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

EXHIBIT A—DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PARCEL OF LAND, situated in Election District No. 10, County of Washington, and State of Maryland, being more fully shown as Lot 3 on a plan entitled "Preliminary/Final Land Subdivision Plat for Board of Education of Washington County, Maryland", prepared by Herbert, Rowland & Grubic, Inc., dated July 25, 2023, having a drawing number EXH-37, Project # 003887-427, bounded and described as follows to wit:

BEGINNING at a point along the northern Right-of-Way line of Mount Aetna Drive (being a variable width Right-of-Way, Plat No. 100-10-528&529), at the common southwest corner of Lot 4 and being a southern corner of herein described Lot 3, as shown on the above-mentioned plan;

THENCE along the northern Right-of-Way line of said Mount Aetna Drive, North 59 degrees 33 minutes 31 seconds West a distance of 811.79 feet to a point at the southern corner of Lot 2 (remainder), as shown on the above-mentioned plan;

THENCE along said Lot 2 (remainder) the following eight (8) courses:

1. North 51 degrees 15 minutes 42 seconds East a distance of 163.34 feet to a point;
2. North 24 degrees 35 minutes 30 seconds East a distance of 492.25 feet to a point;
3. North 11 degrees 19 minutes 27 seconds East a distance of 188.48 feet to a point;
4. North 05 degrees 18 minutes 14 seconds East a distance of 62.34 feet to a point;
5. North 07 degrees 01 minute 50 seconds West a distance of 79.99 feet to a point;
6. North 01 degrees 09 minutes 39 seconds East a distance of 298.08 feet to a point;
7. North 60 degrees 21 minutes 54 seconds East a distance of 146.66 feet to a point;
8. North 01 degree 46 minutes 05 seconds West a distance of 171.81 feet to a point along the southern Right-of-Way line of Yale Drive (being a variable width Right-of-Way, Plat No. 100-10-530);

THENCE along the southern Right-of-Way line of said Yale Drive by the arc of a curve to the right, having a radius of 778.51 feet, an arc length of 153.34 feet, and a chord bearing and distance of North 76 degrees 06 minutes 16 seconds East, 153.09 feet to a point;

THENCE along the same, North 81 degrees 44 minutes 50 seconds East a distance of 176.24 feet to the point;

THENCE along the same, by the arc of a curve to the left, having a radius of 640.00 feet, an arc length of 19.24 feet, and a chord bearing and distance of North 80 degrees 52 minutes 46

seconds East, 19.24 feet to a point at the common northwest corner of lands now or formerly of Meritus Medical Center Inc (Liber 4565, folio 1, Plat No. 9352);

THENCE along said lands of Meritus Medical Center Inc., South 33 degrees 47 minutes 28 seconds East a distance of 565.39 feet to a rebar with cap, at the common northern corner of other lands now or formerly of Meritus Medical Center Inc. (Liber 4187, folio 22, Plat No. 964-966);

THENCE along said lands of Meritus Medical Center Inc the following three (3) courses:

1. South 59 degrees 11 minutes 25 seconds West a distance of 525.28 feet to a point;
2. South 37 degrees 03 minutes 13 seconds East a distance of 214.60 feet to an Iron Pipe with cap;
3. South 37 degrees 31 minutes 42 seconds East a distance of 854.15 feet to an Iron Pipe with cap, at the common northern corner of other lands now or formerly of Meritus Medical Center Inc (Liber 4565, folio 22, Plat No. 10022);

THENCE along said lands of Meritus Medical Center Inc, South 37 degrees 30 minutes 59 seconds West a distance of 255.00 feet to a point; at the common eastern corner of said Lot 4, as shown on the above-mentioned plan;

THENCE along said Lot 4 the following five (5) courses:

1. North 21 degrees 08 minutes 22 seconds West a distance of 93.14 feet to a point;
2. North 52 degrees 46 minutes 58 seconds West a distance of 225.39 feet to a point;
3. South 86 degrees 03 minutes 41 seconds West a distance of 59.78 feet to a point;
4. South 32 degrees 53 minutes 26 seconds West a distance of 220.07 feet to a point;
5. South 35 degrees 57 minutes 35 seconds West a distance of 171.98 feet to the point of **BEGINNING**;

CONTAINING 28.0276 acres of lands more or less.

UNDER AND SUBJECT, NEVERTHELESS, to all easements, right-of-ways, conditions, and restrictions, as shown on the above-mentioned plan.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, rights-of-ways, conditions, restrictions, and covenants of record.

ORDINANCE NO. ORD-2023-

AN ORDINANCE TO APPROVE THE CONVEYANCE OF REAL PROPERTY
(Northeast Side of Mt. Aetna Road)

BE IT ORDAINED by the County Commissioners of Washington County, Maryland (the "County"), as follows:

1. It is hereby established and declared that the real property described on Exhibit A (in which the County is referred to as "Grantor") is no longer needed by the County for a public purpose or a public use (the "Property").

2. The County believes that it is in the best interest of the citizens of Washington County to dispose of the Property by conveyance to Meritus Medical Center, Inc., of Washington County, Maryland. Notice of Intention of Washington County to Convey Real Property was duly advertised pursuant to Section 1-301, Code of the Public Local Laws of Washington County, Maryland, in *The Herald-Mail*, a daily newspaper of general circulation, on August 2, August 7, and August 14, 2023.

3. The conveyance of the Property is for Two Million Seven Hundred Thousand Dollars and No Cents (\$2,700,000.00).

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the conveyance of the Property to Meritus Medical Center, Inc., be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectfully, all documents for and on behalf of the County relating to the conveyance of the Property.

ADOPTED this 19th day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Kirk C. Downey, County Attorney

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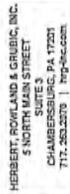
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TAX MAP: 50 / GRID: 14 / PARCEL: 1207
40TH ELECTION DISTRICT WASHINGTON COUNTY, MARYLAND

S-23-

HRC PROJECT NUMBER	2023.05.26
PLAN DATE:	AS SHOWN
DRAWING SCALE:	\$B8
PROJ. MANAGER:	
SHEET NO.:	

PLAN NOTES

SHEET: NT 2 of 6

PLAT NO. _____
DATE _____
WASHINGTON COUNTY

TRACT NO. 1	20.1052 ACRES
TRACT NO. 2 REMAINDER	19.5753 ACRES
OT 1	28.0276 ACRES
OT 4	3.0957 ACRES

100%	OUTFILLED SILT LOAM, 3 TO 8 PERCENT SLOPES	48.1%
100%	OUTFILLED SILT LOAM, 8 TO 15 PERCENT SLOPES	14.0%
100%	OUTFILLED SILT LOAM, 15 TO 25 PERCENT SLOPES	23.2%
100%	OUTFILLED ROCK OUTSLOPE COMPLEX, 8 TO 15 PERCENT SLOPES	
100%	HAZARDOUS SILT LOAM, 3 TO 8 PERCENT SLOPES	0.5%
100%	HAZARDOUS OUTFILLED-URBAN LOAM COMPLEX, 0 TO 8 PERCENT SLOPES	7.2%
100%	HAZARDOUS OUTFILLED-URBAN LOAM COMPLEX, 15 TO 25 PERCENT SLOPES	4.7%

1. THIS SURVEY IS REFERENCED TO THE MARYLAND COORDINATE SYSTEM, MAGD33/NSR30201 AND NAVD83 BY VERVE OF WASHINGTON COUNTY SURVEY CONTROL STATIONS. EDGE, AND DAVISLAND A2.
2. TOPOGRAPHY AND CONTIGUOUS SHOWN HEREON ARE BASED ON WASHINGTON COUNTY LEASE AND GAS DATA SUPPLEMENTED WITH RECENT LOTAR MAPPING.
3. 2023. TOTAL AREA OF NETLANDS IS 0.075 ACRES, MORE OR LESS.
4. THE LOCATIONS OF UTILITIES SHOWN HEREON ARE BASED ON ABOVEGROUND FEATURES, FIELDS OF OBSERVATIONS/SURVEY, RECORDED DRAWINGS RECEIVED FROM UTILITY COMPANIES, LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL RESEARCH TO BE CONDUCTED TO FIELD VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES LINES PRIOR TO START OF ANY CONSTRUCTION ACTIVITIES.
5. AN EIGHT (8) FOOT EXCAVATION FOR ALL UTILITIES AND DRAINAGE IS DEDICATED ALONG THE INTERIOR OF ALL CORSE AND REAR LINES, A TEN (10) FOOT WIDE EXCAVATION FOR UTILITIES AND DRAINAGE IS DEDICATED ALONG THE INTERIOR OF ALL FRONT LINES.
6. THE PROPERTIES ARE LOCATED WITHIN AN AREA HAVING A ZONE "X" DESIGNATION "AREA OF MINIMAL FLUID HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON THE ANNUAL INSURANCE RATE MAP NUMBERS 2464-00030202, 2464-00030302, AND 2464-00030301.
7. SOIL DATA WAS TAKEN FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, WEB SOIL SURVEY. WWW.HORIZONSURVEY.HORIS.USDBO.LOC.
8. THE WATERSED GRANULATE AREA ON THE PROPERTY IS LESS THAN 40 ACRES.
9. THERE ARE NO NARRATIVE OF DRAINAGE OR FLOODING PROCESSES AS DETERMINED BY THE U.S. TESTS AND WATERSHED SURVEY IN ACCORDANCE WITH 30 CFR 17 AS REQUIRED TO BE SHOWN BY SECTION 307 OF THE WASHINGTON COUNTY SUBDIVISION ORDINANCE.
10. THE SUBDIVISION IS NOT LOCATED WITHIN 1000' OF THE APPALACHIAN TRAIL.
11. DECLARATION OF INTENT: THIS PLAN IS EXEMPT FROM THE FOREST CONSERVATION ORDINANCE BECAUSE THE PROPERTY IS NOT LOCATED WITHIN 1000' OF THE APPALACHIAN TRAIL AT THE TIME OF THE STATE PLAN SUBMISSION WITH ALL IMPROVEMENTS.

	RIGHT ANGLE		DIAGONAL HATCHING
	CORNER (NO MONUMENT)		HORIZONTAL HATCHING
	MONUMENT (AS DESCRIBED ON PLAN)		VERTICAL HATCHING
	PROPERTY CORNER NUMBER		DOTTED
	DOWN SPOUT		CORNER
	ESCALATOR		STORM INLET
	MAIL BOX		CONCRETE AREA
	GAS VALVE		WATERMETER
	WATER METER		WATER VALVE
	WATER WELL		WATER HYDRANT
	CEILING		CEILING
	WIRE		WIRE
	FOUR (FOUR CONSERVATION EASEMENT)		FOUR (FOUR CONSERVATION EASEMENT)
	SIX (SIX CONSERVATION EASEMENT)		SIX (SIX CONSERVATION EASEMENT)
	STORM WATER MANAGEMENT EASEMENT		STORM WATER MANAGEMENT EASEMENT
	INFESSION ACCESS EASEMENT		INFESSION ACCESS EASEMENT
	PERPETUAL DRAINAGE EASEMENT		PERPETUAL DRAINAGE EASEMENT
	SLOPES >2%		SLOPES >2%

PROPERTY LINE
ADJACENT PROPERTY LINE
RIGHT-OF-WAY
EASEMENT LINE
MRS. VANNUCK BUILDING SETBACK LINE
STORM SEWER LINE
SANTARY SEWER LINE
GAS LINE
OVERHEAD TELECOM
OVERHEAD ELEC. LINES
UNDERGROUND ELEC. LINES
EDGE OF PAVING
EDGE OF TRAVEL
EDGE OF WOODS
GUARD RAIL
FENCE LINE

[illegible][illegible]



HERBERT, ROWLAND & GRUBIC, INC.
5 NORTH MAIN STREET
SUITE 200
CHAMBERSBURG, PA 17201
717.353.3378 | hrg-inc.com

PRELIMINARY/FINAL LAND SUBDIVISION PLAN
FOR
BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND
TAX MAP: 50 / GRID: 14 / PARCEL: 1207
10TH ELECTION DISTRICT WASHINGTON COUNTY, MARYLAND

OWNER / DEVELOPER:
BOARD OF
EDUCATION OF
WASHINGTON
COUNTY, MARYLAND
10435 DOWNSVILLE PIKE
HAGERSTOWN, MD 21740-0000

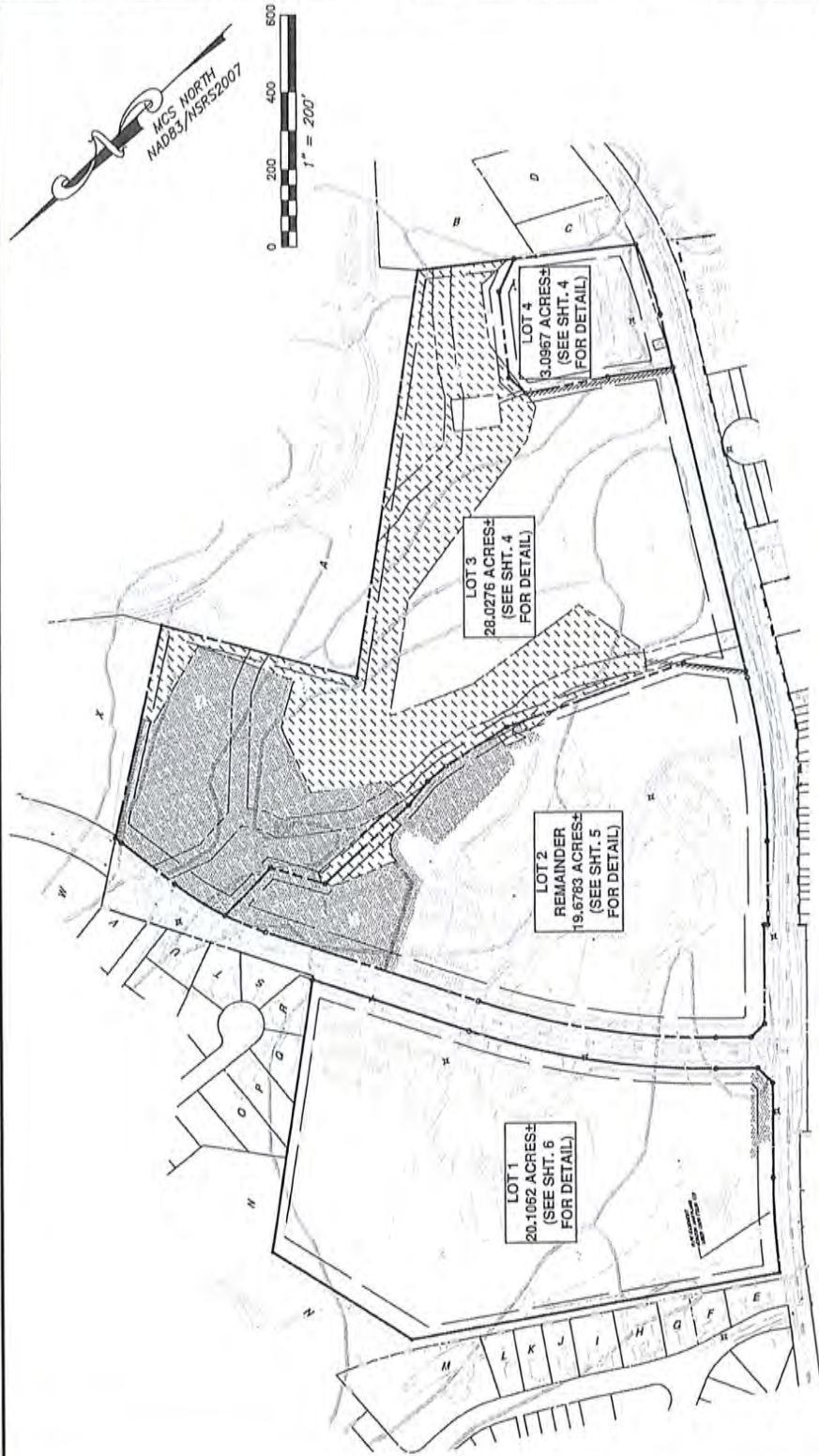
S-23-

HED PROJECT NUMBER: R00387-0427
PLAN DATE: 2023.05.28
DRAWING SCALE: AS SHOWN
PROJ. MANAGER: SSB

OVERALL LOT
SUBDIVISION
PLAN

SHEET:
SB-OA 3 OF 6

PLAT NO. _____
DATE _____
WASHINGTON COUNTY



PARCEL	LAND N/P OF	REFERENCE	PLAN NO.
A	MERTUS MEDICAL CENTER INC.	LIBER 4187 FOLIO 22	9664-965
B	MERTUS MEDICAL CENTER INC.	LIBER 4555 FOLIO 22	100022
C	MERTUS MEDICAL CENTER INC.	LIBER 7117 FOLIO 67	
D	MERTUS MEDICAL CENTER INC.	LIBER 4555 FOLIO 5	
E	AARON L. WIELAND	LIBER 5139 FOLIO 258	
F	CHARLES R. KUINE	LIBER 673 FOLIO 625	
G	CHARLES R. KUINE	LIBER 673 FOLIO 625	
H	JERRY W. STOTTLER	LIBER 537 FOLIO 381	
I	RICHARD A. & LINDA C. WILLIAMS	LIBER 537 FOLIO 381	
J	JEFFREY EUGENE HOLLS & LEBANNA BAE SNOWIE	LIBER 626 FOLIO 97	
K	WALZ LLC	LIBER 6474 FOLIO 222	
L	JOHN R. OLIVER CO.	LIBER 574 FOLIO 485	
M	TODD W. & JOY R. SNOUFFER	LIBER 3813 FOLIO 351	
N	BERVA WIELAND	LIBER 6794 FOLIO 254	
O	MICHAEL E. & KRISTAL L. SHOOP	LIBER 1825 FOLIO 1045	
P	BRUCE & CHARLIE JACKSON	LIBER 5465 FOLIO 488	
Q	RAMA K. BURAGODDA & THARINI SUDANANDHA	LIBER 7058 FOLIO 342	
R	LEWIS & LINDA CUTTAIL	LIBER 7058 FOLIO 342	
S	DWAYNE A. WATZ	LIBER 4253 FOLIO 441	
T	JULIE D. JANNUDI	LIBER 2433 FOLIO 397	
U	ILUMGAR ARHMEDOV	LIBER 4157 FOLIO 123	
V	JOHN D.J.R. & EVELYN A. GLADHILL	LIBER 2089 FOLIO 728	
W	MERTUS MEDICAL CENTER INC.	LIBER 4555 FOLIO 1	
X	MERTUS MEDICAL CENTER INC.	LIBER 4555 FOLIO 1	19552



HERBERT, ROWLAND & GRUBIC, INC.
5 NORTH MAIN STREET
SUITE 2
CHAUNCEY, PA 17021
717.353.2078 | hrginc.com

PRELIMINARY/FINAL LAND SUBDIVISION PLAT
FOR
BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND

TAX MAP: 50 / GRID: 14 / PARCEL: 1807
10TH ELECTION DISTRICT WASHINGTON COUNTY, MARYLAND

OWNER / DEVELOPER:
BOARD OF
EDUCATION OF
WASHINGTON
COUNTY, MARYLAND
10435 DOWNSVILLE PIKE
HAGERSTOWN, MD 21740-0000

S-23-

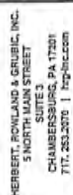
HRG PROJECT NUMBER: RDC00887-0427
PLAN DATE: 2023.05.28
DRAWING SCALE: AS SHOWN
PROJ. MANAGER: SSB
SHEET TITLE:

DETAIL LOT
SUBDIVISION
PLAN

SHEET: SB-DT-1 4 OF 6

PLAT NO. _____
DATE _____
WASHINGTON COUNTY





PRELIMINARY/FINAL LAND SUBDIVISION PLAT
FOR
BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND

OWNER / DEVELOPER:
BOARD OF
EDUCATION OF
WASHINGTON
COUNTY, MARYLAND
10435 DOWNSVILLE PIKE
HAGERSTOWN, MD 21740-0000

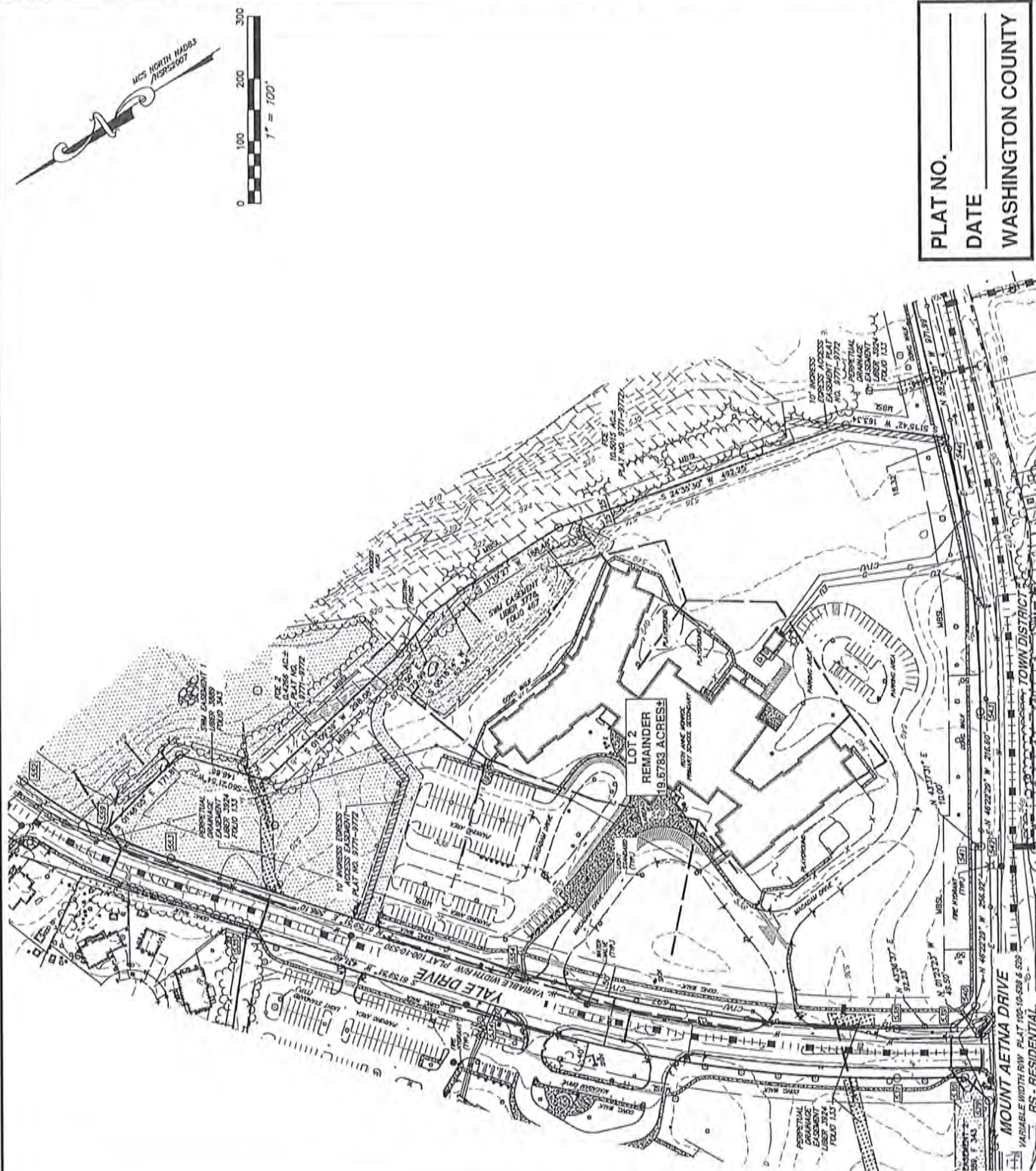
S-23-

PROJECT NUMBER:	003857.0427
PLAN DATE:	2023.05.26
DRAWING SCALE:	AS SHOWN
PROJECT MANAGER:	589

DETAIL LOT
SUBDIVISION
PLAN

5 OF 6

PLAT NO. _____
DATE _____
WASHINGTON COUNTY



PRELIMINARY/FINAL LAND SUBDIVISION PLAT
 FOR
 BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND
 TAX MAP 50 / GRID: 14 / PARCEL: 1307
 10TH ELECTION DISTRICT WASHINGTON COUNTY, MARYLAND

OWNER / DEVELOPER:
 BOARD OF
 EDUCATION OF
 WASHINGTON
 COUNTY, MARYLAND
 10435 DOWNSVILLE PIKE
 HAGERSTOWN, MD 21740-0000

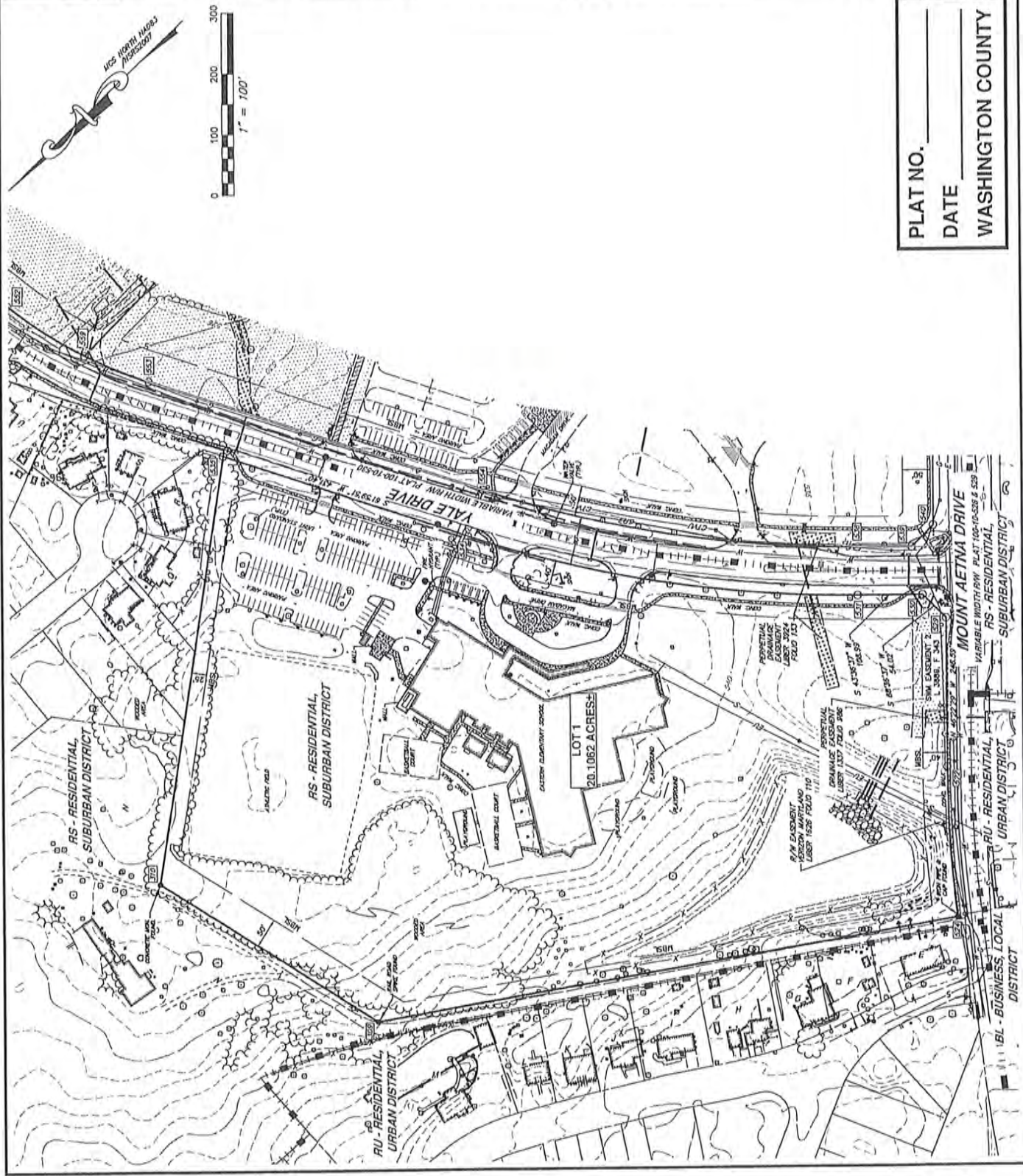
S-23-

HRG PROJECT NUMBER: R020887.0427
 PLAN DATE: 2023.02.28
 DRAWING SCALE: AS SHOWN
 PROJ. MANAGER: SSB
 SHEET TITLE:

DETAIL LOT
 SUBDIVISION
 PLAN

SHEET: SB-DT-3 6 OF 6

PLAT NO. _____
 DATE _____
 WASHINGTON COUNTY





Agenda Report Form

Open Session Item

SUBJECT: Property Acquisition for Hopewell Road

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the option agreement for partial property acquisition including fee simple and/or easements for 11120 Hopewell Road and Tax ID 22-02000512 Map 48/Parcel 31 and to approve an ordinance approving said purchase and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: Properties were appraised, and the option agreement has been signed by the property owner.

Property Location	Fee Simple Area	Easement Area	Acquisition Cost
11019 Hopewell Road and Tax-ID 02000512 Map 48 Parcel 31	27,377 Square Feet	15,434 Square Feet Temporary Construction Easement	\$30,000.00

DISCUSSION: The Hopewell Road realignment and culvert work in this area are part of the Wright Road Appalachian Regional Commission (ARC) project.

FISCAL IMPACT: CIP Budgeted Project

CONCURRENCES: N/A

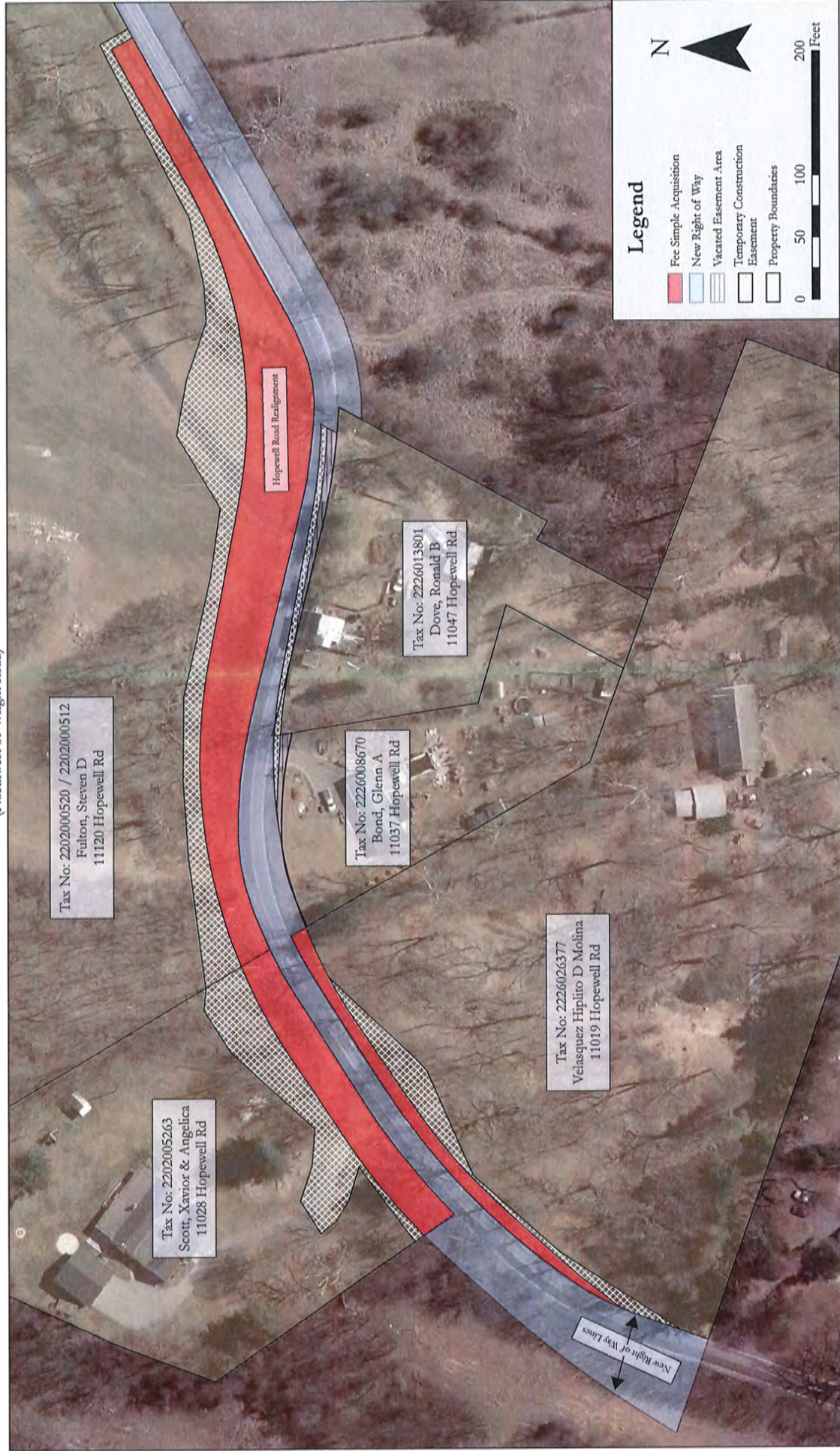
ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinance

AUDIO/VISUAL NEEDS: Aerial Map

Realignment of Hopewell Road

(Northwest of Wright Road)



ORDINANCE NO. ORD-2023-

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT INTEREST
IN REAL PROPERTY**

(Hopewell Road Realignment Project)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County"), believes that it is in the best interest of the citizens of Washington County to purchase an easement interest in certain real property identified on the attached Schedule A (the "Easement Property") to be used for public purposes.
2. The County approved the purchase of the Easement Property on September 19, 2023.
3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Easement Property are not to be expended from the General Fund of the County.
4. The purchase of the Easement Property is necessary for the Hopewell Road Realignment Project.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Easement Property be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Easement Property.

ADOPTED this 19th day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
Assistant County Attorney

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

SCHEDULE A--DESCRIPTION OF EASEMENT PROPERTY

Parcel No. 31

All that portion of land lying between the outermost lines labeled as "RIGHT-OF-WAY LINE" and the innermost lines labeled as "EXISTING RIGHT-OF-WAY LINE HEREBY VACATED", as shown or indicated on a plat prepared by the Division of Engineering for Washington County, Maryland, entitled, "HOPEWELL ROAD REALIGNMENT (NORTHEAST OF WRIGHT ROAD)", and intending to be recorded among the Land Records of Washington County, Maryland, in the County Road Plat Book as Right-of-Way Plat No. 100-10-618, all of which plat is made a part hereof, so far as the property and/or rights may be affected by the proposed improvements, and the appurtenances thereto belonging, or in anywise appertaining, situate along the Northwestern side of Hopewell Road approximately 900 feet Northeast of its intersection with the realigned portion of Wright Road, in Election District No. 2 of Washington County, Maryland, and more particularly described as follows:

BEGINNING for the outline hereof at a point in the existing Right-of-Way line for the said Hopewell Road, said point being 3.35 feet left of and perpendicular to Baseline of Right-of-Way Station 50+28.66, as shown on the said Right-of-Way Plat 100-10-618 as aforementioned, said point also being in the last or North 31-1/2 Degrees West 33 perch line of Deed Parcel No.2 of Grantor's deed, dated September 8, 1994 and recorded among said Land Records in Liber 1177 at folio 398; thence with said line for a portion thereof on a bearing to agree with a recent survey by the Division of Engineering for Washington County, Maryland,

1. North 30 Degrees 40 Minutes 29 Seconds West 26.92 feet to a 5/8" Rebar & Cap set; thence leaving said line and going back therefrom and across lands of Grantor herein by three (3) new lines of Right-of-Way hereby established, by a curve to the right having a radius of 430.00 feet, an arc length of 252.12 feet, and subtended by a chord with a bearing and distance of
2. North 84 Degrees 03 Minutes 43 Seconds East 248.52 feet to a 5/8" Rebar & Cap set;
3. South 79 Degrees 08 Minutes 28 Seconds East 131.86 feet to a 5/8" Rebar & Cap set; by a tangent curve to the left having a radius of 370.00 feet, an arc length of 94.92 feet, and subtended by a chord with a bearing and distance of
4. South 86 Degrees 29 Minutes 26 Seconds East 94.66 feet to a 5/8" Rebar & Cap set in the eleventh (11th) or South 40 Degrees 05 Minutes West 175.2 foot line of Deed Parcel No.1 of Grantor's deed as aforementioned; thence with said line for a portion thereof, reversed,
5. South 42 Degrees 07 Minutes 31 Seconds West 71.52 feet to a point in the existing Right-of-Way line for Hopewell Road, said point being 22.85 feet right of and perpendicular to Baseline of Right-of-Way Station 54+45.22, as shown on the said Right-of-Way Plat 100-10-618 as aforementioned; thence with said Right-of-Way line and binding thereon for the following seven (7) courses
6. North 84 Degrees 13 Minutes 58 Seconds West 7.99 feet to a point; by a tangent curve to the right having a radius of 351.08 feet, an arc length of 48.38 feet, and subtended by a chord with a bearing and distance of

7. North 80 Degrees 17 Minutes 06 Seconds West 48.34 feet to a point;
8. North 76 Degrees 20 Minutes 14 Seconds West 175.16 feet to a point; by a tangent curve to the left having a radius of 349.96 feet, an arc length of 96.83 feet, and subtended by a chord with a bearing and distance of
9. North 84 Degrees 15 Minutes 49 Seconds West 96.52 feet to a point; by a compound curve to the left having a radius of 170.00 feet, an arc length of 55.49 feet, and subtended by a chord with a bearing and distance of
10. South 78 Degrees 27 Minutes 48 Seconds West 55.24 feet to a point;
11. South 69 Degrees 06 Minutes 46 Seconds West 6.14 feet to a point; by a tangent curve to the left having a radius of 365.38 feet, an arc length of 30.22 feet, and subtended by a chord with a bearing and distance of
12. South 66 Degrees 44 Minutes 37 Seconds West 30.21 feet to the point of beginning, containing an area of 17,761 square feet or 0.40774 acres of land, more or less.

TOGETHER with the right to use the area designated **TEMPORARY EASEMENT to be Used Only during the Period of Construction**, encompassing 11,273 square feet or 0.25879 acres of land, more or less; the outline of which is graphically depicted on the said Right-of-Way Plat No. 100-10-618. The purpose of the Temporary Easement shall be to provide working space for grading and access upon Grantor's property during the performance of the impending Washington County Division of Engineering Contract No. RD-WR-276-10. The Temporary Easement shall revert to the Grantors by operation of law upon the completion and acceptance of the Project by the County.

BEING a portion of the lands of Grantor herein known and described as Parcel No.2 in a deed dated September 8, 1994 and recorded among said Land Records in Liber 1177 at folio 398 as aforementioned. Further being shown on the Right-of-Way Plat No. 100-10-618 as aforementioned, a reduced copy of which is attached hereto and made a part hereof.

See **ATTACHMENT 'A'**

SUBJECT to all easements, rights-of-way, covenants, conditions, and restrictions of record applicable thereto.

Parcel No. 32

All that portion of land lying between the outermost lines labeled as "RIGHT-OF-WAY LINE" and the innermost lines labeled as "EXISTING RIGHT-OF-WAY LINE HEREBY VACATED", as shown or indicated on two (2) plats prepared by the Division of Engineering for Washington County, Maryland, entitled, "HOPEWELL ROAD REALIGNMENT (NORTHEAST OF WRIGHT ROAD)", and intending to be recorded among the Land Records of Washington County, Maryland, in the County Road Plat Book as Right-of-Way Plat Nos. 100-10-618 and 100-10-619, all of which plats are made a part hereof, so far as the property and/or rights may be affected by the proposed improvements, and the appurtenances thereto belonging, or in anywise appertaining, situate along the Northwesternly side of Hopewell Road approximately 1,200 feet Northeast of its intersection with the realigned portion of Wright Road, in Election District No. 2 of Washington County, Maryland, and more particularly described as follows:

BEGINNING for the outline hereof at a point in the existing Right-of-Way line for the said Hopewell Road, said point being 22.85 feet right of and perpendicular to Baseline of Right-of-Way Station 54+45.22, as shown on the said Right-of-Way Plat 100-10-618 as aforementioned, said point also being in the eleventh (11th) or South 40 Degrees 05 Minutes West 175.2 foot line of Deed Parcel No.1 of Grantor's deed, dated September 8, 1994 and recorded among said Land Records in Liber 1177 at folio 398; thence with said line for a portion thereof on a bearing to agree with a recent survey by the Division of Engineering for Washington County, Maryland,

1. North 42 Degrees 07 Minutes 31 Seconds East 71.52 feet to a 5/8" Rebar & Cap set in said line; thence leaving said line and going back therefrom and across the lands of Grantor herein by three (3) lines of Right-of-Way now established, by a curve to the left having a radius of 370.00 feet, an arc length of 163.46 feet, and subtended by a chord with a bearing and distance of
2. North 73 Degrees 30 Minutes 13 Seconds East 162.14 feet to a 5/8" Rebar & Cap set;
3. North 60 Degrees 50 Minutes 50 Seconds East 128.87 feet to a 5/8" Rebar & Cap set;
4. South 29 Degrees 09 Minutes 10 Seconds East 20.00 feet to a 5/8" Rebar & Cap set in the existing Right-of-Way line for Hopewell Road; thence with said Right-of-Way line and binding thereon for the following five (5) courses
5. South 60 Degrees 50 Minutes 50 Seconds West 256.74 feet to a point; by a tangent curve to the right having a radius of 160.00 feet, an arc length of 14.87 feet, and subtended by a chord with a bearing and distance of
6. South 63 Degrees 30 Minutes 37 Seconds West 14.87 feet to a point;
7. South 66 Degrees 10 Minutes 22 Seconds West 12.71 feet to a point; by a tangent curve to the right having a radius of 116.64 feet, an arc length of 60.25 feet, and subtended by a chord with a bearing and distance of
8. South 80 Degrees 58 Minutes 12 Seconds West 59.58 feet to a point;
9. North 84 Degrees 13 Minutes 58 Seconds West 17.82 feet to the point of beginning, containing an area of 9,616 square feet or 0.22075 acres of land, more or less.

TOGETHER with the right to use the area designated **TEMPORARY EASEMENT to be Used Only during the Period of Construction**, encompassing 4,161 square feet or 0.09552 acres of land, more or less; the outline of which is graphically depicted on the said Right-of-Way Plat Nos. 100-10-618 and 100-10-619. The purpose of the Temporary Easement shall be to provide working space for grading and access upon Grantor's property during the performance of the impending Washington County Division of Engineering Contract No. RD-WR-276-10. The Temporary Easement shall revert to the Grantors by operation of law upon the completion and acceptance of the Project by the County.

BEING a portion of the lands of Grantor herein known and described as Parcel No.1 in a deed dated September 8, 1994 and recorded among said Land Records in Liber 1177 at folio 398 as aforementioned. Further being shown on the Right-of-Way Plat Nos. 100-10-618 & 100-10-619 as aforementioned, a reduced copy of which is attached hereto and made a part hereof.

See ATTACHMENT 'A' and ATTACHMENT 'B'

SUBJECT to all easements, rights-of-way, covenants, conditions, and restrictions of record applicable thereto.

[illegible]

NOTES

EXISTING BASE STATION CONTROL NETWORK POINT "SOFT" WAS USED AS A GPS BASE STATION TO ESTABLISH CONTROL FOR THE PROJECT.

THE GPS BASE STATION POINT HAS THE FOLLOWING DATA:

NORTHING 711354.8770
EASTING 1062442.9760

THE COORDINATES FOR THIS PROJECT ARE STATE PLANE GROUND COORDINATES. THE COORDINATES WERE OBTAINED FROM THE ASSOCIATED BASE STATION THE GROUND SCALE FACTOR IS 999999.9999

EXISTING PROPERTY MARKERS FOUND AS NOTED ON THIS PLAT. THE PROPERTY MARKERS ARE TO BE SET UPON THE CORNER OF THE 990.00' ECT.

MAP NO. 425, PARCEL NO. 695
N/F DONALD M. BOWMAN
DEED PARCEL NO. 2 AS PER LIBER 1429 P
FORMERLY PIO PARCEL "B" AS PER PLAT
SEE ALSO REPLAT NO. 11179-11181

PROPERTY MAP NO. 45, P/O PARCEL NO. 245
IN F DONALD M. BOWMAN, TRUSTEE
LIBER 3210 FOLIO 23
LOT 4 AS PER PLAT NO.6482-6483
SEE ALSO REPLAT NO.11178-11180

PROPERTY MAP NO. 48, PTO PARCEL NO. 246
N/F DONALD M. BOWMAN, TRUSTEE
LIBER 5219 FOLIO 33
LOT 3 AS PER PLAT NO. 6462-6463
SEE ALSO REPLAT NO. 11179-11180

[illegible]

TEMPORARY CONSTRUCTION EASEMENT

SEE SIMPLE RIGHT-OF-WAY

GRAPHIC SCALE

COMPLIANCE WITH
OSHA 1910.12

THE REQUIREMENTS

AS SET FORTH IN

ANNOTATED CODE

OF MARYLAND (CO)

THE (OWN

1

1

10

1

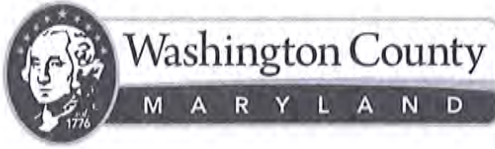
1

1

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GRAPHIC SCALE

ING COUNTY CONTROL NETWORK POINT "SOFT" WAS USED AS A COMPLIANCE WITH THE REQUIREMENTS AS SET FORTH IN ANNOTATED CODE OF MARIANO (COMAR) TITLE 09.13.06.12



Agenda Report Form

Open Session Item

SUBJECT: Property Acquisition for Crystal Falls Drive

PRESENTATION DATE: September 19, 2023

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve option agreements for partial property acquisition and conveyance of existing right-of-way including fee simple and easements for 12143 Crystal Falls Drive and Tax ID-07-009151 Map 40 Parcel 63, and approve an ordinance approving said purchase, and to authorize the execution of the necessary documentation to finalize the acquisition.

REPORT-IN-BRIEF: Option agreements have been executed for the two above-stated properties. Fee simple and easement acquisitions are shown in the table below.

Property Address/ID	Fee Simple Area	Easement Area	Acquisition Cost
12143 Crystal Falls Drive	474 Square Feet	7,207 Square Feet	\$1,800.00
TAX ID- 07-009151. Map 40/ Parcel 63	115 Square Feet	1,306 Square Feet - Temp. Construction Easement 3,281 Square Feet - Perpetual Drainage Easement	\$2,200.00

DISCUSSION: This is for a federal aid bridge replacement project. Crystal Falls Drive Bridge over Beaver Creek is located near the town of Smithsburg approximately one half-mile south of the intersection of Maryland Route 66 and Maryland Route 77.

FISCAL IMPACT: CIP Budgeted Project

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Ordinances

AUDIO/VISUAL NEEDS: Aerial Map

Beaver Creek at Crystal Falls Drive



ORDINANCE NO. ORD-2023-

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT INTEREST
IN REAL PROPERTY**

(Crystal Falls Drive Project – Rogers Property)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to purchase an easement interest in real property identified on the attached Exhibit A (the "Easement") to be used for public purposes.

2. The County approved the purchase of the Easement on September 19, 2023.

3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Easement are not to be expended from the General Fund of the County.

4. The purchase of the Easement is necessary for the Crystal Falls Drive road project in Washington County, Maryland.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Easement be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Easement.

ADOPTED this ____ day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
Assistant County Attorney

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

EXHIBIT A--DESCRIPTION OF PROPERTY

All that land lying between the outermost lines labeled "RIGHT-OF-WAY LINE" and the innermost lines labeled "Existing Right-of-Way lines hereby vacated", as shown or indicated on a plat prepared by the Division of Engineering for Washington County, Maryland titled "CRYSTAL FALLS DRIVE – Bridge Replacement (W3051)" and intending to be recorded among the Land Records of Washington County, Maryland, in the County Road Plat Book as Right-of-Way Plat No. 100-10-616, all of which plat is made a part hereof, so far as the property and/or rights may be affected by the proposed improvements, and the appurtenances thereto belonging, or in anywise appertaining, situate along the West side of Crystal Falls Drive approximately 1,300 feet Northerly from its intersection with Cavetown Church Road, South of the Corporate Limits of Smithsburg, in Election District No. 7 of Washington County, Maryland, and more particularly described as follows:

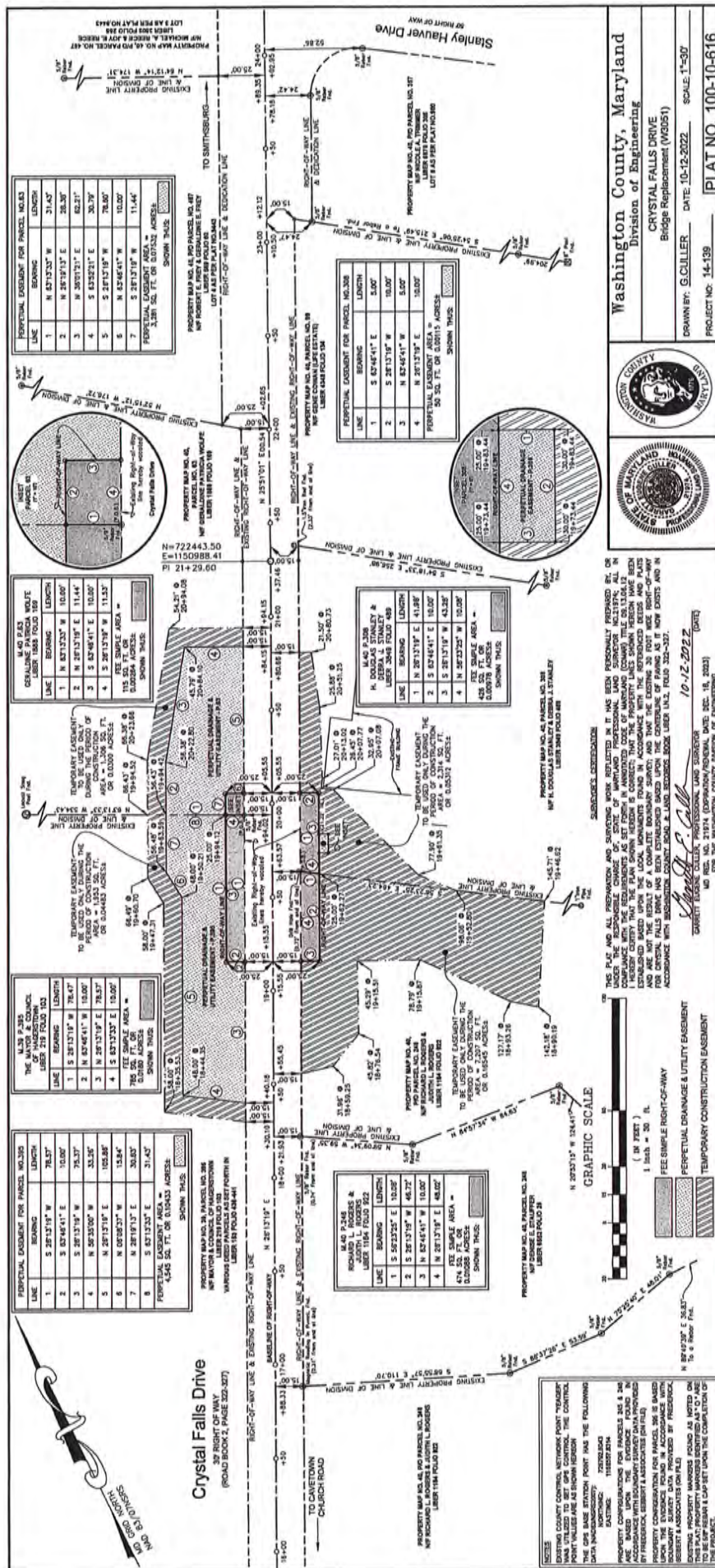
BEGINNING for the outline hereof at a point in the existing easternmost Right-of-Way line for Crystal Falls Drive, said point being 15.00 feet right of and perpendicular to Baseline of Right-of-Way Station 19+63.57 for Crystal Falls Drive, as graphically depicted on said Plat No. 100-10-616 as aforementioned, said point also being in the fourth (4th) or North 56-1/2 Degrees West 28.6-perch line of Grantor's deed, said line also being the existing property line and line of division between Grantor herein and the adjoining lands of N/F H. Douglas Stanley and Debra J. Stanley, by a deed dated March 31, 2010, and recorded among said Land Records in Liber 3849, folio 489; thence with said line for a portion thereof, reversed and on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland,

1. South 56 Degrees 23 Minutes 25 Seconds East 10.08 feet to a point; thence leaving said line and going back therefrom and across the lands of Grantor herein by two (2) new lines of Right-of-Way now established,
2. South 26 Degrees 13 Minutes 19 Seconds West 46.72 feet to a 5/8" Rebar & Cap to be set;
3. North 63 Degrees 46 Minutes 41 Seconds West 10.00 feet to a 5/8" Rebar & Cap to be set in the existing easternmost Right-of-Way line for Crystal Falls Drive; thence with said Right-of-Way line for a portion thereof,
4. North 26 Degrees 13 Minutes 19 Seconds East 48.02 feet to the point of beginning, containing an area of 474 square feet or 0.01087 acre of land, more or less.

TOGETHER with the right to use the area designated **TEMPORARY EASEMENT to be Used Only during the Period of Construction**, encompassing 7,207 square feet or 0.16545 acre of land, more or less; the outline of which is graphically depicted on the said Right-of-Way Plat No. 100-10-616. The purpose of the Temporary Easement shall be to provide working space for grading and access upon Grantor's property during the performance of the impending Washington County Division of Engineering Contract No. BR-CF-139-14. The Temporary Easement shall revert to Grantor by operation of law upon the completion and acceptance of the Project by the County.

BEING a portion of the lands of Grantor herein as described in a deed dated June 11, 1994, and recorded among said Land Records in Liber 1184, folio 922; further shown on Right-of-Way Plat No. 100-10-616, as aforementioned, a reduced copy of which is attached hereto and made a part hereof in ATTACHMENT 'A'.

SUBJECT to all easements, rights-of-way, covenants, conditions, and restrictions of record applicable thereto.



ORDINANCE NO. ORD-2023-

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT INTEREST
IN REAL PROPERTY**

(Crystal Falls Drive Project – Wolfe Property)

RECITALS

1. The Board of County Commissioners of Washington County, Maryland (the "County") believes that it is in the best interest of the citizens of Washington County to purchase an easement interest in real property identified on the attached Exhibit A (the "Easement") to be used for public purposes.
2. The County approved the purchase of the Easement on September 19, 2023.
3. A public hearing was not required by Section 1-301, Code of the Public Local Laws of Washington County, Maryland, as the funds utilized to purchase the Easement are not to be expended from the General Fund of the County.
4. The purchase of the Easement is necessary for the Crystal Falls Drive road project in Washington County, Maryland.

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of the Easement be approved and that the President of the Board and the County Clerk be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Easement.

ADOPTED this ____ day of September, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to legal sufficiency:

Zachary J. Kieffer
Assistant County Attorney

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

EXHIBIT A--DESCRIPTION OF PROPERTY

All that land lying between the outermost lines labeled "RIGHT-OF-WAY LINE" and the innermost lines labeled "Existing Right-of-Way lines hereby vacated", as shown or indicated on a plat prepared by the Division of Engineering for Washington County, Maryland, titled "CRYSTAL FALLS DRIVE – Bridge Replacement (W3051)" and intending to be recorded among the Land Records of Washington County, Maryland, in the County Road Plat Book as Right-of-Way Plat No. 100-10-616, all of which plat is made a part hereof, so far as the property and/or rights may be affected by the proposed improvements, and the appurtenances thereto belonging, or in anywise appertaining, situate along the West side of Crystal Falls Drive approximately 1,300 feet Northerly from its intersection with Cavetown Church Road, South of the Corporate Limits of Smithsburg, in Election District No. 7 of Washington County, Maryland, and more particularly described as follows:

BEGINNING for the outline hereof at a 5/8" Rebar found in the Westernmost Right-of-Way line for Crystal Falls Drive, said point being 15.00 feet left of and perpendicular to Baseline of Right-of-Way Station 19+94.02 for Crystal Falls Drive, as graphically depicted on said Plat No. 100-10-616 as aforementioned, said point also being in the Second (2nd) or North 61 Degrees West 33-perch line of Grantor's deed, said line also being the existing property line and line of division between Grantor herein and the adjoining lands of N/F Mayor and Council of Hagerstown, by a deed dated May 31, 1918, and recorded among said Land Records in Liber 153, folio 436; thence with said line, for a portion thereof, on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland,

1. North 63 Degrees 13 Minutes 33 Seconds West 10.00 feet to a 5/8" Rebar & Cap to be set; thence leaving said line and going back therefrom and across lands of Grantor herein by two (2) new lines of Right-of-Way now established
2. North 26 Degrees 13 Minutes 19 Seconds East 11.44 feet to a 5/8" Rebar & Cap to be set;
3. South 63 Degrees 46 Minutes 41 Seconds East 10.00 feet to a 5/8" Rebar & Cap set in the existing westernmost Right-of-Way line for Crystal Falls Drive; thence with said Right-of-Way line for a portion thereof
4. South 26 Degrees 13 Minutes 19 Seconds West 11.53 feet to the point of beginning, containing an area of 115 square feet or 0.00264 acre of land, more or less.

TOGETHER with the perpetual right to create, use, and/or maintain such stream changes, side ditches, inlet ditches, outlet ditches, pipes, culverts, and all other drainage facilities as are necessary in the opinion of Grantee herein to adequately drain the highway or adjacent property and/or control the flow of water through those drainage structures to be built to protect said highway, as well as the perpetual right to create, use, and/or maintain utilities in and over the same; said area designated as "**PERPETUAL Drainage & Utility Easement**", as depicted on Right-of-Way Plat No. 100-10-616 as aforementioned, and more particularly described as follows:

BEGINNING for the outline hereof at a point at the end of the first (1st) or North 63 Degrees 13 Minutes 33 Seconds West 10.00-foot line of the FEE Simple Right-of-Way tract as described herein, said point being 25.00 feet left of and perpendicular to Baseline of Right-of-Way Station 19+94.42 for Crystal Falls Drive, as graphically depicted on said Right-of-Way Plat No. 100-10-616 as aforementioned, said point being in the Second (2nd) or North 61 Degrees West 33-perch line of Grantor's deed, said line also being the existing property line and line of division between Grantor herein and the adjoining lands of N/F Mayor and Council of Hagerstown, by a deed dated May 31, 1918, and recorded among said Land Records in Liber 153, folio 436; thence with said line, for a portion thereof, on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland; thence with the said line, for a portion thereof, on a bearing to agree with a recent survey performed by the Division of Engineering for Washington County, Maryland,

1. North 63 Degrees 13 Minutes 33 Seconds West 31.43 feet to a point; thence leaving said existing property line and line of division and going back therefrom and across lands of Grantor herein by three (3) new lines of Perpetual Easement now established
2. North 26 Degrees 19 Minutes 13 Seconds East 28.38 feet to a point;
3. North 36 Degrees 01 Minute 21 Seconds East 62.21 feet to a point;
4. South 63 Degrees 52 Minutes 21 Seconds East 30.79 feet to a point in the existing westernmost Right-of-Way line for Crystal Falls Drive; thence with said Right-of-Way line for a portion thereof
5. South 26 Degrees 13 Minutes 19 Seconds West 78.60 feet to a 5/8" Rebar & Cap to be set for the FEE Simple tract as described herein; thence with the third (3rd) and second (2nd) lines of said tract, reversed,
6. North 63 Degrees 46 Minutes 41 Seconds West 10.00 feet to a 5/8" Rebar & Cap to be set for said tract;
7. South 26 Degrees 13 Minutes 19 Seconds West 11.44 feet to the point of beginning, containing an area of 3,281 square feet or 0.07532 acre of land, more or less.

TOGETHER with the right to use the area designated **TEMPORARY EASEMENT to be Used Only during the Period of Construction**, encompassing 1,306 square feet or 0.0300 acre of land, more or less; the outline of which is graphically depicted on the said Right-of-Way Plat No. 100-10-616. The purpose of the Temporary Easement shall be to provide working space for grading and access upon Grantor's property during the performance of the impending Washington County Division of Engineering Contract No. BR-CF-139-14. The Temporary Easement shall revert to the Grantor by operation of law upon the completion and acceptance of the Project by the County.

BEING a portion of the lands of Grantor herein as described in a deed dated November 27, 2002, and recorded among said Land Records in Liber 1888, folio 169; further shown on Right-of-Way Plat No. 100-10-616, as aforementioned, a reduced copy of which is attached hereto and made a part hereof in **ATTACHMENT 'A'**.

SUBJECT to all easements, rights-of-way, covenants, conditions, and restrictions of record applicable thereto.

