



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

December 5, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *November 27, 2023 (special meeting)*
November 28, 2023
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:30 AM AIRPORT STRATEGIC PLAN RECOMMENDATION
Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director, Public Works
- 9:45 AM RURAL MARYLAND 50 ECONOMIC DEVELOPMENT GRANT ACCEPTANCE – HAGERSTOWN REGIONAL AIRPORT
Andrew Eshleman, Director, Public Works; Neil Doran, Director, Hagerstown Regional Airport
- 9:55 AM CONTRACT AWARD (PUR-1609) – AIR SERVICE DEVELOPMENT CONSULTING SERVICES REQUIREMENTS
Rick Curry, Director, Purchasing; Neil Doran, Director, Hagerstown Regional Airport
- 10:00 AM SOLE SOURCE PROCUREMENT (PUR-1655) – ONE (1) 2004 CRIMSON SPARTAN RESCUE VEHICLE
Brandi Naugle, Buyer, Purchasing; Neil Doran, Director, Hagerstown Regional Airport
- 10:05 AM APPROVAL OF 1ST ADDENDUM TO PIA LEASE, WITH EXPANDED AREA, AND INCREASES TO LEASE RATE AND ANNUAL ESCALATOR
Neil Doran, Director, Hagerstown Regional Airport; Andrew Eshleman, Director, Public Works
- 10:10 AM REJECTION OF BID (PUR-1647) – SWIMMING POOL RESURFACING AND ASSOCIATED IMPROVEMENTS
Brandi Naugle, Buyer, Purchasing; Andrew Eshleman, Director, Public Works

- 10:15 AM QUOTATION AWARD (Q-23-765) APC ADVANTAGE LICENSING RENEWAL
Rick Curry, Director, Purchasing; Josh O'Neal, Chief Technical Officer, Information Technology
- 10:20 AM MARYLAND AGRICULTURE LAND PRESERVATION PROGRAM (MALPP)
60/40 MATCH FOR FY2024
Chris Boggs, Rural Preservation Administrator, Planning and Zoning
- 10:30 AM ADOPTION OF COUNTY HAZARD MITIGATION PLAN
Tom Brown, Director, Emergency Management
- 10:40 AM POTENTIAL DISSOLUTION OF THE DIVERSITY AND INCLUSION
COMMITTEE
Michelle Gordon, County Administrator
- 10:50 AM ESTABLISH FY24 BUDGET FOR THE 250TH ANNIVERSARY EVENT
Michelle Gordon, County Administrator; Danielle Weaver, Director, Public Relations and Marketing
- 11:00 AM FY23 EXCESS OF REVENUES
Kelcee Mace, Chief Financial Officer
- 11:20 AM CLOSED SESSION - *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consult with counsel to obtain legal advice on a legal matter; and To consult with staff, consultants, or other individuals about pending or potential litigation)*
- 12:40 PM RECONVENE IN OPEN SESSION

ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Airport Strategic Plan Recommendations

PRESENTATION DATE: December 5, 2023

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

RECOMMENDED MOTION(S): Move to accept the Airport Strategic Plan and allow staff to take the necessary steps to implement the plan's business planning recommendations and to adopt the proposed marketing and branding changes.

REPORT-IN-BRIEF: The Airport Strategic Plan document, as presented, was accepted, and approved by the Airport Advisory Commission (AAC) board of directors at their 07/06/2023 meeting. The AAC recommends to the Board of County Commissioners (BOCC) that these motions be approved. Presentations and Working Group sessions were held with and before the BOCC on 07/25/2023 and 09/19/2023. Concurrently, meetings and discussions occurred with stakeholder groups including Allegiant Airlines.

DISCUSSION: The acceptance of the Airport Strategic Plan business strategies are not a final approval to implement individual items, but would allow staff the ability to devote the necessary planning resources for their ongoing evaluation and development. Items include but are not limited to:

- On-call Air Service Development Consultant
- Paid Parking
- Passenger Facility Charges
- Development of land for aeronautical and non-aeronautical uses

A new marketing and branding logo is presented based on Commissioner feedback from the 7/25 presentation which diverges from the Strategic Plan and keeps the Hagerstown Regional Airport name and incorporates "Washington County, MD" into the logo.

A new marketing slogan "Travel Elevated" that represents the ease of traveling with HGR would be incorporated into future marketing and advertising.

FISCAL IMPACT:

Branding: Estimated \$10,000 for initial changes to the highly visible signs and decals such as in the main terminal and Showalter entrance road. Other less prominent branded items will be slowly changed out in the natural course of updating/replacement across multiple fiscal years. Marketing items and apparel would incorporate the new branding on future budgeted orders.

Air Service Development: Annual base services \$48,000/year to include market analysis, route analysis, industry meetings, presentation support, plus fees for additional assignments. Portions of fees in FY24 to come from Airlines Services \$50,000 marketing and \$13,090 consulting services budget.

Paid parking: Expense variable based upon extent of parking lot facility modifications and security enhancements. Future gross revenues estimated at current use levels \$300,000/yr.

PFC: Expense to prepare application to FAA. Future gross revenues at a \$4.50 rate and current enplanements estimated at \$135,000/yr.

Property Development: Variable on a case by case basis.

CONCURRENCES: Public Relations & Marketing, Airport Advisory Commission

ALTERNATIVES: N/A

ATTACHMENTS: Branding and Logo Identity

AUDIO/VISUAL TO BE USED:

Name and Logo Identity



In 1998, to avoid confusion with the numerous “Washington Counties” nationwide, the BOCC renamed the Airport from “Washington County Regional Airport” to “Hagerstown Regional Airport”. The Airport adopted a new medallion logo. This logo and its simplified wordless version is present on the Airport Showalter Road entrance sign, Business Park Sign, Interstate signage, fire station, and other locations.

In 2012-2013, the County Commissioners embarked on a Countywide effort to modernize Washington County’s logos. The newly created Public Relations department managed the process, but all logos were created by an outside business. The updated airport logo carried over themes from the 1998 logo and was included in updated marketing information since then. This was an administrative change as part of the larger Countywide branding changes, as the name remains “Hagerstown Regional Airport” and the airfield “Richard A. Henson Field.” This logo can be found in the terminal, apparel and marketing items.



Name and Logo Identity



HAGERSTOWN REGIONAL AIRPORT
Washington County, MD



**HAGERSTOWN
REGIONAL AIRPORT**
Washington County, MD



Marketing

Slogan

A new slogan was created to enhance marketing efforts for the ELEVATED branding. The slogan represents the ease of traveling with HGR and ties in perfectly to the newly renovated terminal and bridge.





Agenda Report Form

Open Session Item

SUBJECT: Rural Maryland 50 Economic Development Grant Acceptance – Hagerstown Regional Airport

PRESENTATION DATE: December 5, 2023

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

RECOMMENDED MOTION(S): Move to accept and execute the Rural Maryland 50 Economic Development Grant for the Hagerstown Regional Airport in the amount of \$755,000 for the Northwest Quadrant Utility Extension and Airpark Sign.

REPORT-IN-BRIEF: The State Budget in Fiscal Year 2023, appropriated \$50 million to the MD Department of Commerce to provide grants to the State's five rural regional councils to support economic development projects in the counties within their regions. The Airport applied and was notified of award for \$755,000 in program funds.

DISCUSSION: The funds will be used to extend electric and fiber optic conduit lines along Air Park Road, and water to the south side of the road providing future access for development in the Northwest Quadrant of the Airport. Extension of utilities will increase the site's potential for future development. A digital airpark sign at the western end of Air Park Road will be installed and visible to over 70,000 daily vehicles traveling I-81. The sign will allow on premise advertising of HGR, its business tenants, and available developable land.

The grant is 100% state funding and requires no local funding match.

FISCAL IMPACT: \$755,000 in state funds which are provided after execution of the grant. Funds to be deposited into the Airport's BLD088 Airport Systemic Improvement Projects CIP account.

CONCURRENCES: Grants, Budget and Finance

ALTERNATIVES: N/A

ATTACHMENTS: Grant Submission Form, Grant Agreement.

AUDIO/VISUAL TO BE USED: N/A

Questions?
Please contact
Grant Office
240-313-2040

Print Form

Washington County, Maryland Grant Submission Form

Please fill out and save electronically in local County share drive for review by the Office of Grant Management for appropriate approvals prior to grant submission. Outside entities should submit via e-mail to: sbuchanan@washco-md.net
Please be sure to save the form by the grant name in the W:\Grant Management Documents and Forms\Grant Submission Forms \Open GSF folder. **Do not overwrite the Master Form**

Section 1: General Information

☐ Amended GSF (Click here if this is an amendment to the original GSF)

Contact Person for Grant E-mail

Department or Agency Telephone

Grantor Grant Funding Requested

Grant Submission Deadline Funding Source: ☐ Federal Grant ☒ State Grant ☐ Other

Grant Start Date Grant End Date CFDA#, if Federal

Grant Description: Briefly summarize the overall purpose/objective of the grant and indicate how this grant will contribute to the needs and goals of the Department and County.

The Hagerstown Regional Airport (HGR) has approximately 40 acres of vacant land being marketed in the northwest quadrant with airfield access that lacks adequate utilities for pad ready development. The grant will allow HGR to extend electric, fiber optic conduit lines along Air Park Road, and water to the south side of the road providing future access for development.

Currently, there is no Airport Business Park signage visible along Interstate 81. We propose installing a digital airpark sign at the western end of Air Park Road that will be visible to over 70,000 daily vehicles traveling I-81. The sign will allow on premise advertising of HGR, its business tenants, and available developable land.

Section 2: Budget Information

Project / Program Revenue

A. Grant Award Anticipated

B. Required Cash Match

C. Other Revenue Sources

Total Project Revenue
(A+B+C)

Project / Program Expenses

A. Wages and Benefits

B. Operational Expenses

C. Capital Expenses

Total Project Expense
(A+B+C)

Will the grant funded project, program or purchase result in additional & recurring department operating expenses? ☒ Yes ☐ No

Will the grant include funding for pay incentives or bonuses resulting in additional tax expense for County? ☐ Yes ☒ No

If Yes, indicate the annual amount and identify the funding source that will be used to pay for the increased expenses.

Minimal annual electrical cost associated with the operation of a digital display and marketing sign. There would be a future replacement cost for the sign, however, the sign has the potential to generate offsetting ad revenue for the Airport.

Section 3: Grant Continuation Plan

Grant Award Period: ☒ 1 year period ☐ Multiple year period ☐ Annual Renewals

Provide a continuation plan if grant funding is expected to end and recurring expenses will continue.

Section 4: Grant Approval Signatures

Please sign electronically appropriate areas. All areas may not apply. Your signature indicates a full understanding of the program information provided and intent to implement the project according to all program guidelines, assurances and certifications.

Department Head

Neil R. Doran

Digitally signed by Neil R. Doran
Date: 2023.11.16 13:56:48 -05'00'

Date

11/16/2023

Division Director

Andrew Eshleman

Digitally signed by Andrew Eshleman
Date: 2023.11.16 13:26:11 -05'00'

Date

Nov 16, 2023

Agency (Sub-Grantee)

Date

Grants Office

Rachel L. Souders

Digitally signed by Rachel L. Souders
Date: 2023.11.16 15:20:03 -05'00'

Date

Nov 16, 2023

Office of Budget and Finance

Date

County Commissioners > \$25,000

Date

Section 5: Final Award (Office of Community Grant Management Only)

Grantor Approval Date

Final Actual Award

Grants Office Approval

Date

Comments, if any:

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2023, by and between **TRI-COUNTY COUNCIL FOR WESTERN MARYLAND, INC.**, ("Grantor"), and **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND** ("Grantee").

RECITALS

1. State Budget Bill for Fiscal Year 2023, Chapter 484 of the Laws of Maryland of 2022 (the "Legislation"), appropriated \$50,000,000.00 to the Department of Commerce ("Department") to provide grants to the State's five rural regional councils to support economic development projects of significant economic impact within each of the counties within their regions. The Grantor is one of those five rural regional councils and a recipient of a portion of those funds through a Grant Agreement, dated November 1, 2022, with the Department ("Program Funds").
2. Under the Legislation, the Grantor may re-grant these Program Funds to the counties or related entities for certain projects and to procure certain goods and services.
3. The purpose of this Agreement is to award \$755,000.00 of the Program Funds to Grantee as a grant to be used for the purposes more fully described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Purpose of Grant. The purpose of the Grant is to enable Grantee to provide funding for the Eligible Project (as approved by the Department) described as follows: Northwest Quadrant Utility Extension and Airpark Sign ("Grant").
2. Grant. Subject to the availability of funds for such purpose, as determined in the sole discretion of the Grantor, the Grantor hereby grants to Grantee, and Grantee hereby accepts from the Grantor, the Grant, to be used by Grantee for the purposes described in Section 1 of this Agreement. The Grant is made subject to all of the terms and conditions set forth in this Agreement.
3. Conditions for Disbursement. The Grantor will disburse the Grant to the Grantee after execution of this Agreement by both parties and after Grantee provides to Grantor all necessary information about the Grantee's demographic information as detailed on Exhibit B attached to this Agreement.
4. Reports.
 - (a) The Grantor shall be responsible for submitting certain reports to the Department relating to the Program Funds. The Grantee shall submit to Grantor all necessary information to complete those reports, including the following:

- a. Name, Address and FEIN for each contractor and subcontractor receiving funds from the Grant;
- b. A detailed description of the work performed by each contractor and subcontractor receiving funds from the Grant;
- c. The total amount of funds paid to each contractor and subcontractor receiving funds from the Grant;
- d. A final report indicating when all work has been completed and all funds have been expended; and
- e. Any other additional information upon request by the Grantor.

(b) Grantee shall permit any duly authorized representative of the Grantor, Department or the State of Maryland (the "State") to inspect and audit all records and documents of Grantee relating to the Grant. Any inspections and/or audits under this Agreement shall be made at reasonable times. Grantee shall maintain records and documents concerning the Grant for a period of five (5) years.

(c) Grantee shall (i) maintain records evidencing compliance with the requirements of the Program for a period of five (5) years from the date of the Grant, and (ii) permit any duly authorized representative of the Grantor, Department or the State to inspect and audit all records and documents of the grantee or borrower relating to the assistance.

5. Compliance with Laws.

(a) Grantee will comply with all applicable federal, State, and local laws.

(b) Grantee is in compliance with the State's policy concerning drug and alcohol-free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08.

6. Certifications, Representations, and Covenants of Grantee.

(a) Grantee is: (i) duly organized and validly existing under the laws of the State; and (ii) has all requisite power and authority to enter into this Agreement.

(b) This Agreement has been duly executed and delivered by Grantee, in the manner and form which complies with all requirements necessary to make this Agreement the valid and legally binding and enforceable act and agreement of Grantee.

(c) This Agreement has been properly executed by Grantee and: (i) will not violate any provision of law, any order of any court or agency of government, or any provision of Grantee's charter; and (ii) constitutes the valid and legally binding obligations of Grantee, and is fully enforceable against Grantee, in accordance with its terms.

(d) No member, officer, or employee of Grantee, or any of its designees, agents, consultants, and no members of its governing body, who exercises or has exercised any authority over any projects funded with proceeds of the Grant during such person's tenure, shall have any

personal ownership or business interest, direct or indirect, in any contract or its proceeds, or in any activity, which is part of any project funded with proceeds of the Grant.

(e) Grantee shall not use any Grant proceeds to make contributions: (i) to any person who holds, or is a candidate for, elected office; (ii) to any political party, organization, or action committee; or (iii) in connection with any political campaign or referendum. In addition, if in any fiscal year ending during the term of this Agreement Grantee derives more than 50% of its operating funds from State funding, it shall not contribute any money or thing of value: (1) to any persons who hold, or are candidates for, elected office; (2) to any political party, organization, or action committee; or (3) in connection with any political campaign or referendum.

(f) Grantee agrees to take all actions requested by the Grantor or the Department which are necessary to meet the requirements of the Legislation or requests of other agencies of the State or the Maryland General Assembly.

7. Defaults, Repayment, and Remedies.

(a) A default under this Agreement shall have occurred if Grantee: (i) uses any proceeds of the Grant for any purpose other than authorized by this Agreement, or (ii) breaches any covenant, agreement, provision, representation, or warranty made in this Agreement.

(b) Upon the occurrence of a default under paragraphs 7(a)(i) or (ii) above, Grantee shall have thirty (30) days from the date Grantee receives written notice of the occurrence of such a default from the Grantor to cure the default. If Grantee fails to cure the default within the thirty-day cure period, the Grantor may exercise any remedy specified in this Agreement.

(c) Upon the occurrence of a default under the terms of this Agreement, which default remains uncured beyond any applicable grace or cure period provided in this Agreement, the Grantor may (i) immediately demand repayment of all or a portion of the proceeds of the Grant and/or (ii) proceed to protect and enforce all rights and remedies available to the Grantor by suit in equity, action at law, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement.

(d) All remedies provided for in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available to the Grantor at law or in equity. The exercise of any right or remedy by the Grantor shall not in any way constitute a cure or waiver of any default by Grantee, nor invalidate any act done pursuant to any notice of default, nor prejudice the Grantor in the exercise of those rights.

(e) The failure of the Grantor to insist upon performance of any term of this Agreement shall not be deemed to be a waiver of any term of this Agreement. No act of the Grantor shall be construed as an election to proceed under any one provision in this Agreement to the exclusion of any other provision.

8. Non-Discrimination. Grantee covenants and shall cause any recipient of any Grant to covenant that it will not discriminate on the basis of race, color, religion, creed, age, sex, sexual

orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment or contract, or the individual's refusal to submit to a genetic test or make available the results of a genetic test. Except in subcontracts for standard commercial supplies or raw materials, Grantee and recipients of any Grant funds shall include a clause similar to this clause in all subcontracts. Grantee, any recipients of Grant funds, and each subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee and any recipients of Grant funds shall not retaliate against any person for reporting instances of such discrimination. The Grantee and any recipients of Grant funds shall further covenant that it shall prohibit its contractors from engaging in such discrimination in the hiring of subcontractors to carry out any portion of projects funded by proceeds of the Grant.

9. Press Releases. The Grantor, Grantee, Department and/or counties may issue press releases or other promotional materials describing the award of the Grant and the specific purposes for which the Grant was awarded.

10. Indemnification. Grantee releases the Grantor and the Department from, agrees that the Grantor and the Department shall not have any liability for, and, to the extent permitted by law and subject to appropriations, agrees to protect, indemnify and save harmless the Grantor and the Department from and against, any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by, or asserted or imposed against, the Grantor and the Department, as a result of or in connection with the Grant. To the extent permitted by law and subject to appropriations, money expended by the Grantor and Department as a result of such liabilities, suits, actions, claims, demands, losses, expenses, or costs, together with interest at a rate not to exceed the maximum interest rate permitted by law from the date of such payment, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to the Grantor and the Department. This Section 10 shall survive the termination of this Agreement.

11. Notices; Individual Responsible for Grantee Reports

(a) Any communication permitted or required under this Agreement shall be deemed effective for all purposes as of the date the communication is mailed, postage prepaid, by registered or certified mail, return receipt requested or sent by a reputable delivery service, to be delivered only to the office of the addressee, addressed as follows:

(i) Communications to the Grantor shall be sent to:

Tri-County Council for Western Maryland, Inc.
11 S. Lee Street
Cumberland, MD 21502
Email: ajacobs@tccwmd.org

- (ii) Communications to Grantee shall be sent to:

Board of County Commissioners of Washington County, Maryland
100 W. Washington Street
Suite 1101
Hagerstown, MD 21740
Email: jbarr@washco-md.net

(b) Grantor and Grantee may each change the information in (a) above by sending written notice to the other party.

12. Assignment. No right, benefit, or advantage inuring to Grantee under this Agreement and no burden imposed on Grantee hereunder may be assigned without the prior written consent of the Grantor.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, representations, and negotiations between the parties hereto with respect to the Grant.

14. Amendment. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Grantor and Grantee.

15. Disclaimer of Relationships. Grantee acknowledges that the obligation of the Grantor is limited to providing the Grant in the manner and on the terms set forth in this Agreement. Nothing in this Agreement, nor any act of either the Grantor or of Grantee, shall be deemed or construed by either of them, or by third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving Grantee and the Grantor.

16. Governing Law. This Agreement shall be governed by and construed according to the laws of the State.

17. Term of This Agreement. Unless sooner terminated by the mutual consent of Grantee and the Grantor, this Agreement shall terminate upon Grantee's satisfaction of its obligations under the terms of this Agreement.

18. Availability of Funds and Reduction of Grant. Disbursements of Grant proceeds are subject to the continuing availability of funds for such purpose, the State's fiscal position, the Department's financial resources, and compliance with all applicable laws.

19. Termination Prior to Expiration of Term Period. The Grantor and/or the State reserves the right to terminate this Agreement by written notice to Grantee if (a) the purpose of the Agreement can no longer be fulfilled or met and/or (b) it's in the best interest of the Grantor and/or the State to terminate. If so terminated, the Grantor shall disburse Grant Funds to cover the Eligible Grants incurred by Grantee prior to termination. Grantee shall return to Grantor any Grant Funds in excess of actual assistance provided in accordance with the Legislation prior to such termination.

20. Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one document. Signatures provided by facsimile or other electronic means, for example, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

IN WITNESS WHEREOF, Grantee and the Grantor have caused this Agreement to be executed, sealed, and delivered as of the day and year first above written.

**TRI-COUNTY COUNCIL FOR WESTERN
MARYLAND, INC.**

By: _____
Leanne Mazer, Executive Director

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

By: _____(SEAL)
John F. Barr, President

GRANT AGREEMENT: EXHIBIT B
REQUEST FOR DEMOGRAPHIC INFORMATION FROM APPLICANTS UNDER
THE PROGRAM

- Name of business
- Address
- City
- County
- State
- Zip
- Federal EIN
- Amount of grant
- Business demographics. Applicant is (select only one):
 - Sole Proprietorship
 - Limited Partnership
 - Limited Liability Partnership
 - Limited Liability Company
 - Corporation
- Ownership demographics. If applicant is an individual or a business owned by individuals who are identified in any of the following, please check all the categories that apply:
 - Gender (select only one):
 - Woman/Women-owned
 - Not Woman/Women-owned
 - Prefer not to say
 - Hispanic/Latino (select only one):
 - Of Hispanic or Latino origin
 - Not of Hispanic or Latino origin
 - Prefer not to say
 - Race (select all that apply):
 - American Indian or Alaska Native
 - Asian
 - Black or African American
 - Native Hawaiian or Pacific Islander
 - White
 - Veteran status (select only one):
 - Veteran
 - Not a Veteran
 - Prefer not to say
- Business certification
 - Minority certification
 - Certified as a Minority Business Enterprise (MBE) ¹

- Not certified as a Minority Business Enterprise (MBE)
- Disadvantage certification
 - Certified as a Disadvantaged Business Enterprise (DBE) ¹
 - Not certified as a Disadvantaged Business Enterprise (DBE)
- Small business certification
 - Certified as a Small Business Enterprise (SBE) ¹
 - Not certified as a Small Business Enterprise (SBE)
- Veteran-owned certification
 - Certified as a Veteran-Owned Small Business Enterprise (VSBE) ²
 - Not certified as a Veteran-Owned Small Business Enterprise (VSBE)

1 – As certified by the Maryland Department of Transportation.

2 – As certified by the Maryland Department of Veterans Affairs.



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1609) – Air Service Development Consulting Services Requirements

PRESENTATION DATE: December 5, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director of Purchasing; Neil Doran, Director of Hagerstown Regional Airport

RECOMMENDED MOTION: Move to award a contract to provide Airport Consulting Services Requirements for the Hagerstown Regional Airport to the responsive, responsible firm, Volaire Aviation, Inc., of Fishers, IN who submitted the Total Lump Sum for Annual Base Services in the amount of \$48,000 and Total-On Call Proposal Value in the amount of \$48,400 for the Total Lump Sum Value (Annual + On Call) in the amount of \$96,400.

REPORT-IN-BRIEF: The purpose of the contract is to retain the services of a consulting firm to provide all services defined herein. The Air Service Development discipline groupings are as follows: Market Analysis; Route Analysis; Air Service Presentation Preparation; Airline Business Case Development; Presentation Support; On-Going Data and Analysis; Additional Assignments; On-Call Services a.k.a. “Extra Work”; Incentive Programs; Air Service Development Grant Programs; Passenger Facility Charge Applications; Community Relations.

The contract will be in effect for a period of two (2) years from the execution of the Agreement, with a provision for up to three (3) one (1) year extensions subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. For the initial two (2) years of the Contract, there will be no increase applied to the labor rates. For each of the three (3) one (1) year extensions, a three (3%) percent increase will automatically be applied to all labor rates of the prior contract term’s rates. If the consultant wishes to renew the contract, he must submit a letter of intent to the County’s Representative at least one hundred twenty (120) calendar days prior to the expiration of the contract agreement. The County reserves the right to accept or reject any request for renewal. For the term of the Contract, there will be no increase applied to the consultant’s proposed annual lump sum fee or hourly labor rates. All other terms and conditions shall remain unchanged. The consultant shall not consider the right of the County to extend the initial contract term to constitute or imply any obligation by the County to renew the Contract.

Notice of the Request for Proposal (RFP) was published on the County’s web site, the State’s e-Maryland Marketplace Advantage web site, and in the local newspaper. Twenty (20) persons/firms accessed the RFP from the County web site. Two (2) firms were represented at the Pre-Proposal Teleconference/Conference.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the department's various line-item accounts; 505010-45-45090 (\$47,500) and 515130-45-45090 (\$13,000) for these services.

CONCURRENCES: Recommended by the Coordinating Committee that was comprised of the Director of the Airport (Chairman Designee), Airport Operations/Security Manager, Public Works Director, Airline Station Leader, and the Director of Purchasing.

ALTERNATIVES: N/A

ATTACHMENTS: Excerpt from the RFP document containing the "Scope of Work"

AUDIO/VISUAL NEEDS: N/A

	Voltaire Aviation, Inc. Fishers, IN
Total Lump Sum for Annual Base Services	\$48,000.00

Job Classification	Hourly Rate from Proposal Form ^[1][4]	Number of Hours for Respective Classification ^[2]	Price Extended
Project Manager (Senior Level Consultant)	\$275	80	\$22,000
Air Service Development Consultant	\$250	40	\$10,000
Air Service Marketing Consultant	\$200	40	\$8,000
Third Party Aviation Technical Consultant	\$175	24	\$4,200
Third Party Marketing / PR Consultant	\$175	24	\$4,200
Total “On-Call” Proposal Value			\$48,400
Total Lump Sum Value (Annual Base + “On-Call”) ^[3]			\$96,400

The Air Service Development discipline groupings are as follows:

1. MARKET ANALYSIS:

- a. Identification of HGR catchment area
- b. Demographics of market users
- c. Leakage to competing airports and origins/destinations leakage is flying to/from
- d. Passenger potential by market
- e. Allegiant Airfares at HGR compared with Allegiant and non-Allegiant airfares at regionally competing airports
- f. Comparison of air service at HGR with competing airports
- g. Underserved markets
- h. Top destinations
- i. Seat capacity analysis
- j. Domestic traffic demand

1. ROUTE ANALYSIS:

The Consultant shall be able to analyze route performance and recommend airlines and routes that would be financially viable, which analysis shall be based on, but not limited to, the following list of considerations:

- a. Historic and forecast traffic volumes, service patterns, and seasons.
- b. Economic profile of historic and/or current commercial aviation services.
- c. Traffic and revenue forecasts for new operations including total passengers, projected load factors, yield analysis, passenger revenue potential, estimated operating costs and potential route profitability.
- d. Historic and forecast comparative data and analysis showing why the airport represents a strong opportunity for a targeted carrier to provide service on a specific route. The results of this Route Analysis will be summarized and presented in the Air Service Development Presentations described below.

2. AIR SERVICE PRESENTATION PREPARATION:

The consultant shall develop customizable presentations and messaging materials in various formats for a variety of audiences, including airline planners, airline leadership, community business groups and others and may be required to attend and participate in meetings.

3. AIRLINE BUSINESS CASE DEVELOPMENT

The successful Consultant will assist the Airport Director with determining which air carriers and underserved markets are to be targeted to best serve HGR and local businesses.

- a. Prepare and produce brief business cases tailored to selected air carriers which include a brief analysis of supportable technical city-pair route analysis for the particularly targeted route(s), profit potential data for selected route(s) and information on HGR's industries and demographics.
- b. Submit drafts of the business cases to the Airport Director for review and approval at least at least ten (10) working days prior to any scheduled meetings with air carriers.
- c. Finalize, produce, and transport to the meeting locations business cases as formal, printed, and bound presentations and provide electronic copies of the business cases in PDF version.
- d. Attend and participate in, along with Airport representatives, scheduled meetings with air carriers. Selected Respondent shall be responsible for taking the bound and electronic and electronic copies of the business cases to be presented at each meeting.

4. PRESENTATION SUPPORT:

The consultant should expect to prepare three to seven presentations for two to three annual air service development conferences (i.e., Jumpstart/Takeoff, Routes America, Allegiant, etc.). The consultant will be asked to join Airport staff during annual conference presentations that they may elect to attend or represent the Airport's interests as directed if Airport staff is unable to attend. The consultant may also be asked to accompany Airport staff to airline headquarters meetings on occasion to assist in making presentations. Reasonable travel expenses will be reimbursed at cost for these engagements and is expected to be shared if the consultant is representing multiple airports at a conference or other meetings.

5. ON-GOING DATA AND ANALYSIS:

The consultant shall provide quarterly data reports including benchmarking the Airport against competing airports within our region. Reports identifying changes in flight schedules, analyzing changes in the airline industry and marketing ideas may also be requested from time to time.

6. ADDITIONAL ASSIGNMENTS:

- a. Every two years, consultant shall provide an updated Leakage Study.
- b. No less than one Community Visit per year. Note: Any expenses associated with one annual HGR site visit shall be included in the consultant's annual lump sum fee.
- c. On-call, consulting as needed.
- d. As needed Zoom/Conference calls with airlines

7. ON-CALL SERVICES a.k.a. "EXTRA WORK":

The items described above in B1-B7 are base or core services to be provided by the consultant on a reoccurring basis. Items B8-12 describe additional services the consultant may be called upon to complete on an as-needed basis. For example, on occasion, questions/inquiries may come up regarding a start-up airline, new entrant airline, air service incentive, etc. Preparation of an appropriate response to the inquiry or other assistance may be requested by the County.

8. INCENTIVE PROGRAM:

The Consultant may be asked to develop specific incentive proposals that are tailored to the airline and specific route being pursued. These incentives should include both suggested airport contributions and requests from local community groups.

9. AIR SERVICE DEVELOPMENT GRANT PROGRAMS:

The Consultant shall identify and analyze targeted routes for Small Community Air Service Development Program Grant ("SCASDP" Grant) or Essential Air Service (EAS) applications. Upon request, Consultant should be prepared to develop relevant proposals and applications for SCASDP or EAS Grants. Consultant shall

support Airport personnel in relevant discussions with the airlines.

11. PASSENGER FACILITY CHARGE APPLICATIONS:

The consultant may be called upon to prepare or advise about airline and airport-related service fee schedules, passenger facility charge applications and proposals related to other revenue producing opportunities.

12. COMMUNITY RELATIONS:

Beyond the base service of one annual site visit, on occasion, the consultant may be asked to make airport site visits and provide presentations directly to Hagerstown-area community groups to garner support for incentives.



Agenda Report Form

Open Session Item

SUBJECT: Sole Source Procurement (PUR-1655) – One (1) 2004 Crimson Spartan Rescue Vehicle

PRESENTATION DATE: December 5, 2023

PRESENTATION BY: Brandi Naugle, CPPO, Buyer; Neil Doran, Deputy Director, Hagerstown Regional Airport

RECOMMENDED MOTION: Move to authorize a Sole Source procurement for the purchase of One (1) 2004 Crimson Spartan Rescue Vehicle in the amount of \$60,000 from Penfield Volunteer Fire Department, of Penfield, PA based on its quote dated 11/20/23.

REPORT-IN-BRIEF: Airport staff located an opportunity to acquire a 2004 Crimson Spartan Airport Rescue Truck. The vehicle has approximately 12,000 miles. This proposed acquisition includes several Hurst Trimo rescue tools; a cutter, spreader, and ram. These tools were intended to be purchased over the next few years by the Airport Fire Department at a budgeted amount of \$48,000. These highly specialized rescue trucks normally cost between \$650,000-\$1.1 million to buy new. This vehicle would carry as many as six firefighters and allow them to respond to an incident with all the same rescue tools we intended to acquire as replacements and contains some equipment we don't currently have such as an emergency lighting tower system, on-board electrical power generator and a cascade system to refill oxygen bottles. Currently, staff have to hook up a pick-up truck to an aging pull-behind mass casualty equipment storage trailer. The time involved in doing that makes its ability to respond in a timely manner unlikely. Additionally, if this purchase was awarded, the department would seek to sell some items to offset this investment. If any tools are in duplicate to what we currently have, we would retain the newer tools and sell those not needed by using the GovDeals.com auctioning site to recover some of this expense.

The Hagerstown Regional Airport wishes to apply Sections 1-106.4 (c), (iii) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. This sections states that an expedited sole source procurement is authorized and permissible when the need for the expedited procurement outweighs the benefits of making the procurement on the basis of competitive sealed bids or competitive sealed proposals.

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 \$978,879.72 are available in the department's Capital Improvement Budget (CIP) account 600300-35-45010-EQP031.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Penfield Volunteer Fire Department Quote – Dated 11/20/23

AUDIO/VISUAL NEEDS: N/A

PENFIELD VOLUNTEER FIRE DEPARTMENT

PO BOX 53 PENFIELD PA, 15849

FAX (814) 637-5017 PHONE (814) 637-5968

PENFIELD VOL. FIRE DEPARTMENT IS AN EQUAL OPPORTUNITY ORGANIZATION
EMERGENCY DIAL 9 1 1

11-20-23

2004 Spartan/Crimson Rescue
\$60,000

Ray Linn
Chief



Agenda Report Form

Open Session Item

SUBJECT: Approval of 1st Addendum to PIA Lease, with expanded area, and increases to lease rate and annual escalator.

PRESENTATION DATE: December 5, 2023

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

RECOMMENDED MOTION(S): Motion to approve the 1st Addendum to PIA's original lease dated 12/11/2012. The addendum expands the lease area to 3 acres, allowing for additional apron and building space. The 2012 lease contained a clause (on page 3) allowing for an appraisal to be performed to determine a recalculation of the lease rate or rent to be paid. This was completed as were subsequent meetings and negotiations between PIA and staff including the County Administrator. The new rate of \$0.45 would be paid starting in Lease year 12 for the portions of airport land underlying the existing and future expanded PIA facilities at the Hagerstown Regional Airport.

REPORT-IN-BRIEF: Original lease was signed in 2012. Contained a clause to have the fair market value of airport land appraised every 10 years. PIA had been most recently paying \$0.276 per sf per year. Latest appraisal concluded that land had a FMV of \$0.65 per sf per year. PIA requested to negotiate a lower lease rate. Have come to an agreement to \$0.45 per sf per year combined with an adjustment of the annual escalator rate to address inflation. Fixed escalator will increase from 2% to 2.5% across the remainder of all terms.

DISCUSSION: Addendum also includes an indemnity statement related to one adjacent airport-owned residential property to the north. The tenants of this home have a temporary use of an above ground pool that overhangs the new lease lot by a few feet. Staff expects this pool to be removed in a few years, either when the useful life of the pool expires, or the tenant moves out. The presence of the pool does not interfere with PIA's use of the expanded lease area lot, encroach, or interfere with the construction of the project. Staff recommends approval of the Lease Amendment as written.

FISCAL IMPACT: For Lease Year 12, increase in rent received from \$25,786.13 to \$58,806.00 (+\$33,019.87). The ½ percent escalator adjustment shall provide no less than \$226,849.68 in additional rent across the 39 remaining years of the lease which expires 10/31/2062.

CONCURRENCES: County Administrator.

ALTERNATIVES: N/A

ATTACHMENTS: 1st Addendum to PIA Lease. Original 2012 Lease. PIA Lease Lot Exhibit.

AUDIO/VISUAL TO BE USED:

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of this ____ day of _____ 2023 by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as the "Lessor") and **PITTSBURGH INSTITUTE OF AERONAUTICS, INC., a/k/a PITTSBURGH INSTITUTE OF AERONAUTICS**, a Pennsylvania non-profit corporation, having a principal office at 5 Allegheny County Airport, West Mifflin, PA 15122 (hereinafter referred to as the "Lessee").

RECITALS

- A. The Lessor and the Lessee entered into a Lease Agreement (the "Lease") relating to Airport Building #68 (the "Hangar") dated December 11, 2012.
- B. The Lessee now desires to expand the Leased Premises by constructing an additional structure on the property, of which the Leased Premises forms a part, pursuant to the terms and conditions of this Amendment.
- C. The Lease contains certain provisions which govern the re-calculation of the Rent at the ten (10) and twenty (20) year anniversaries of the Initial Term.
- D. The Lessor and the Lessee now intend and desire to amend those provisions governing the re-calculation of the Rent for this tenth anniversary only, and otherwise amend the Lease, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Leased Premises**. The Leased Premises is hereby amended and expanded to that certain portion of a parcel of real property owned by Lessor (Tax Map: 0024, Parcel 0689 (the "Property")) containing +/- 130,680 sf and more particularly shown on the "Site, Grading & Sediment Control Plan Pitt. Inst. Of Aeronautics Hagerstown Regional Airport," prepared by Fox & Associates, Inc., and attached hereto and incorporated herein as "Exhibit A-1." The Exhibit A-1, attached hereto, shall replace and supersede the Exhibit A attached to the Lease, which shall be of no further effect.
2. **Rent**. Section 2(b) of the Lease is amended to include the square footage of the Leased Premises, set forth above. The annual rent, beginning retroactively on November 1, 2023 (the "Rent Commencement Date"), and continuing for a period of nine (9) years (the "Adjusted Rent Period") shall be as set forth as follows. On the Rent Commencement Date, the rent shall be calculated at a rate of \$0.45 per square foot (by way of explanation, the product of 130,680 x \$0.45= \$58,806.00), and payable throughout the first year of the

Adjusted Rent Period, in equal monthly installments of Four Thousand Nine Hundred and 50/100 Dollars (\$4,900.50). Thereafter, on each anniversary of the Rent Commencement Date, throughout the remainder of the Initial Term, First Renewal Term and Second Renewal Term, as the case may be, the Rent shall increase by an amount equal to the Rent due for the immediately preceding 12-months, plus Two and One-Half Percent (2.5%).

3. **Reversion to Rent Calculation in Lease.** At the end of the Adjusted Rent Period, the terms by which Rent is calculated, with the exception of the annual 2.5% annual increase, shall revert to those provisions originally contained in the Lease.
4. **Encroachment onto Leased Premises.** The parties hereto acknowledge that another tenant of the Lessor, Nicole L. Sligh, occupying the house to the north of the Leased Premises, on the Property, owns and maintains an above ground swimming pool (the "Pool"), a portion of which encroaches onto the Leased Premises. As consideration for this Amendment, Lessee has agreed to allow Ms. Sligh to keep the Pool at its present location. In exchange, Lessor agrees to waive, release, defend, indemnify and hold harmless, Lessee from any causes of action, claims, suits, complaints, damages, and judgements, including reasonable attorneys' fees, arising out of the use of the Pool and its encroachment onto the Leased Premises, and any injury, harm, death or damage arising therefrom.
5. **Binding Effect.** This Amendment shall be binding upon and inure to the parties hereto, and their respective heirs, personal representatives, successors and assigns.
6. **Non-Waiver.** The failure of the Lessor to insist upon compliance with any term of this Amendment shall not be deemed a waiver of any right to enforce such provision.
7. **Headings.** The headings used herein are used for convenience or reference only and do not in any way define, limit or describe the scope or intent of the Lease or this Amendment.
8. **Severability.** The invalidity or unenforceability of one provision of this Amendment will not affect the validity or enforceability of the other provisions.
9. **Counterpart Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written by their duly authorized representatives and signatories.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Name:

By: _____(SEAL)
John F. Barr, President

ATTEST:

PITTSBURGH INSTITUTE OF AERONAUTICS, INC.
aka PITTSBURGH INSTITUTE OF AERONAUTICS
a Pennsylvania non-profit corporation

Name:

By: _____(SEAL)
Suzanne Markle, President/CEO

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
Deputy County Attorney

Exhibit A-1
(New Leased Premises)

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made this 14th day of December, 2012 (hereinafter the "Commencement Date"), by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, 100 West Washington Street, Hagerstown, Maryland 21740 (hereinafter called "Lessor") and Pittsburgh Institute of Aeronautics, Inc., A/K/A Pittsburgh Institute of Aeronautics, a Pennsylvania non-profit corporation, having a principal office at 5 Allegheny County Airport, West Mifflin, PA 15122 (hereinafter referred to as "Lessee").

RECITALS

The Lessee has agreed to construct at Lessee's sole cost and expense, an aeronautics educational school/facility, and related improvements (commonly known as Airport Building #68) (hereinafter collectively the "Facility") on land owned by the Board of County Commissioners of Washington County, Maryland located at the Hagerstown Regional Airport (hereinafter referred to as the "Airport"), Washington County, Maryland.

The Lessor is desirous of leasing said land upon which the Facility will be constructed to Lessee for a term of years, in exchange for an agreed upon annual ground rent and for Lessee's construction of the said Facility and related improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree and intent to be legally bound as follows:

1. *Leased Premises*

Lessor hereby leases to Lessee for the exclusive use and enjoyment of Lessee and Lessee's invitees, tenants, subtenants, licensees, employees, and agents during the term of this Lease, all of that real property located at the Hagerstown Regional Airport, Washington County, Maryland, more particularly identified on Exhibit A attached hereto and made a part hereof, together with a non-exclusive right (i) over and across that road/parking lot adjacent to and east of the described real property for the purpose of access, ingress and egress to and from the described real property and the public road known as Pennsylvania Ave, and (ii) over and across all taxiways, runways, driveways, and other paved areas, either existing now or constructed as a part of construction referenced in the recitals of this document, between the described real property and the primary runways of said Airport for the purpose of allowing access, ingress and egress by authorized aircraft utilizing the described real property from said real property to and from the primary runways of said Airport for the purpose of takeoff and landing of said aircraft; with said easements being for the benefit of the Lessee, its officers, directors, shareholders, employees, agents, business invitees, tenants, subtenants, licensees, and guests (all of the foregoing described property together with the above-detailed rights being sometimes hereinafter collectively referred to as the "Leased Premises"). The Lessor represents and warrants that it is the fee simple owner of the Leased Premises, holding title to the same free and clear of all liens, encumbrances, and

rights of third parties whatsoever, and that it is entitled to lease the Leased Premises to the Lessee and that the Lessor has not heretofore leased or granted any rights in and to the Leased Premises that will in anyway interfere with the use and enjoyment of the same by the Lessee. The Lessor warrants generally title to the Leased Premises.

2. *Term and Rent*

(a) The initial term (hereinafter the "Initial Term") of this Lease shall be thirty (30) years beginning the first day of the first full month following the Commencement Date and ending the 31st day of October, 2042, unless this Lease is sooner terminated as hereinafter provided. Further, at the option of the Lessee, the term of this Lease shall be renewable for a First Renewal Term of ten (10) years and a Second Renewal Term of ten (10) years. The option for each such Renewal Term(s) to be exercised by Lessee at any time not less than six (6) months prior to the expiration of the then current term of the Lease by written notice to the Lessor provided in accordance with this Lease. Notwithstanding the foregoing, in the event that the Lessee fails to timely exercise any renewal option hereunder during the Initial Term (or the First Renewal Term) of this Lease, the Lessor agrees to send written notice to Lessee of its failure to timely exercise such renewal option, and Lessee shall automatically have an additional period of fifteen (15) days from the date on which such notice of non-exercise from the Lessor is received by the Lessee within which to exercise the renewal option in question. Failure by the Lessee to exercise any renewal option in accordance herewith shall, subject to the other terms and provisions contained herein, cause this Lease to terminate without further notice at the expiration of the then current term.

Length of Term: Due to the investment by the Lessee, and the mutual desire of both the Lessor and Lessee to offer educational services and have a non-profit aeronautics educational facility operated at the Hagerstown Regional Airport, the duration of the ground lease shall be for a period of thirty (30) years, with the renewal terms referenced above, subject to the restrictions and conditions stipulated herein. Nothing in this Lease is intended to indicate a transfer of ownership in the leased ground in any manner.

(b) Lessee shall pay to the Lessor annual rent at a rate of \$.25 per square foot (the square footage to be used by the parties is 93,428 square feet which includes the footprint of the proposed Facility and all other improved and unimproved pervious and impervious areas as shown in Exhibit A) during the Initial Term of this Lease and any renewal term thereof with an automatic annual two (2%) percent escalator in the rate per square foot to be effective at the beginning of each year during the Initial Term of this Lease and any renewal term thereof (hereinafter the "Base Rent"). As a result of the built in escalator referenced above the Base Rent will be adjusted on a yearly basis.

The Lessor agrees to a waiver of the annual rent for the first five (5) years of the Initial Term. Commencing with the sixth (6th) year of the Initial Term, the Lessee shall begin annual rental payments to the Lessor which shall be due and payable on October 1st of each year, in cash or by check payable to "Washington County Treasurer" and mailed to 100 West Washington Street, Room 304, Hagerstown, Maryland 21740. The initial annual payment due in

Year 6 of the Initial Term will be Twenty-Three Thousand Three Hundred Fifty-Seven Dollars (\$23,357.00) (calculated at a rate of \$.25 per square foot times 93,428 (the footprint of the proposed Facility and all other improved and unimproved pervious and impervious areas as shown in Exhibit A)). The escalator described in the previous paragraph shall be effective beginning with the seventh (7th) year of the Initial Term.

Notwithstanding the previous provisions, the parties agree that at the ten (10) and twenty (20) year anniversaries (and also the thirty (30) and forty (40) year anniversaries if this Lease is renewed as provided for herein) of the Commencement Date of this Lease, a fair market value appraisal of the Leased Premises (excluding all consideration of any improvements thereon) shall be conducted and the price per square foot used to calculate the annual rent herein shall be adjusted accordingly. The new rate per square foot multiplied by the above-referenced square footage shall be considered the new "Base Rent" until such time as the next ten (10) year review as provided for herein, subject however to the annual two (2%) escalator adjustment referenced above. However, the parties also agree and acknowledge that at the 10, 20, 30, and 40 year anniversaries of this Lease, the Base Rent shall not be adjusted to an amount less than the rent paid by the Lessee during the year immediately preceding such anniversary (i.e., the 9th, 19th, 29th, and 39th years of this Lease). The appraisals referenced in this paragraph shall be completed at the Lessor's expense.

In the event Tenant fails to timely pay rent and rent remains due and delinquent in excess of ten (10) days, Tenant shall pay a late charge equal to one and one-half percent (1½%) per month of the amount of the rent delinquency.

(c) It is mutually agreed between the parties that the Lessee shall construct a Facility and related improvements on the Leased Premises. In the event Lessee shall not complete construction of the Facility and the improvements related thereto within one (1) year from the Commencement Date, then and in such event, and after the expiration of thirty (30) days from the date of written notice of its intention to terminate this Lease without the prompt resumption and/or diligent completion of construction of the Facility mutually agreeable to both parties in writing, this Lease thereupon shall terminate, and the Lessor may reclaim and repossess the Leased Premises without further liability on the part of the Lessor or the Lessee under the terms of this Lease.

(d) Early Termination by Lessee: In the event that it shall become necessary for Lessee to terminate this Lease after the occupancy permit is issued but prior to the expiration of the Initial Term of this Lease and any renewal term thereof, Lessee shall have the unilateral right to terminate the Lease so long as there are no liens or encumbrances, incurred solely by the Lessee and against the Facility (building) and the Leased Premises and by providing the Lessor with ninety (90) days written notice. Upon the expiration of the ninety (90) day notification period, title to the Facility (building) and all improvements shall vest to the Lessor and the parties shall waive any and all claims against one another. The Lessee shall also vacate the Leased Premises pursuant to Section 13(b) herein prior to the expiration of this ninety (90) day period and shall leave the Leased Premises and the Facility in good and marketable condition.

3. *Use of the Leased Premises*

(a) The Leased Premises (including the Facility, and all related improvements) shall be used only as an aeronautics educational school, including related aviation repairs, maintenance and overhaul of Lessee's aircraft, and for all other lawful aeronautical use purposes, subject to the restrictions and conditions specified by the Airport's Primary Guiding Documents, adopted and effective October 31, 2006, as may be amended, revised or updated from time to time. Lessee shall control the conduct and demeanor of its employees, students, agents, tenants, subtenants and invitees, and of those doing business with it, in and around the Leased Premises, and shall take such steps as are necessary to remove persons whom the Lessor may, for good and sufficient cause, deem objectionable.

In utilizing the Leased Premises (including the Facility and all related improvements) during the Initial Term of this Lease and any renewal term thereof, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations, Minimum Standards and laws established by any Federal (including but not limited to the Federal Aviation Administration), State (including but not limited to the Maryland Aviation Administration), or local government agency and by any reasonable rules and regulations promulgated by the Lessor with respect to the Airport. Failure on the part of Lessee to comply with these requirements shall be considered a breach of this Lease and the Lessee shall be considered in default. Upon termination of this Lease, by expiration, termination, or otherwise, Lessee shall immediately surrender possession of the Leased Premises and shall remove all of its personal property therefrom, leaving the Leased Premises, the Facility and all related improvements and surrounding area in good and rentable condition, subject to the provisions of Section 3(b) and Section 2(d) herein.

The Lessor reserves the right to periodically inspect the Leased Premises (including the Facility and surrounding area) to ensure compliance with this Lease with prior written notice so as to not interfere with the quiet use and enjoyment of the Leased Premises by the Lessee.

(b) If at any time during the Initial Term of this Lease and any renewal term thereof, the Lessee fails to use the Leased Premises (including the Facility and all related improvements) for an aeronautical educational school/facility, including school related aviation repairs, maintenance, and aircraft overhaul as contemplated herein, the Lease shall be considered terminated, null and void and the Lessee shall immediately surrender the Leased Premises (including the Facility and all related improvements) to the Lessor as provided for in Section 13(b) herein unless the change of use is agreed to by both parties in writing.

4. *Utility Services*

All connections and extensions of utilities within the Leased Premises and the Facility and all connections and extensions off of the Leased Premises needed to gain access to any and all utilities shall be at Lessee's expense. As reasonably required, Lessor agrees to cooperate with

Lessee to provide easements over other property of Lessor for such connections to and extensions of required utilities.

5. *Utilities, Maintenance and Repairs*

Lessee shall be responsible for direct payment to the utility providers or if required, reimbursement to the Lessor of all charges for all utilities serving the Leased Premises, including the Facility. Lessee shall provide the landscaping, the Facility exterior maintenance, the maintenance of the fixed assets (including the HVAC, the electrical systems and the plumbing). The Lessee shall provide all snow removal on the Leased Premises, including around the Facility and on all related improvements. Lessee acknowledges that any chemicals used by it to de-ice the "airside" apron shall be authorized and approved by the Airport staff prior to the use thereof and that no rock salt or any such derivative shall be used by the Lessee "airside."

The Lessor agrees to provide three (3) equivalent dwelling units (EDU's) of water and sanitary sewer allocation for the Lessee's benefit and use. These EDU's shall remain with the property and are not transferrable by the Lessee to another location.

Lessee shall be responsible for the maintenance of all information technology connections, cable connections, security systems, antennas, satellite systems, and telephone systems relating to or installed on or about the Leased Premises. Lessee shall maintain the interior of the Facility and all related improvements. Lessee shall also maintain all landscaping in a neat and orderly condition and shall maintain the Leased Premises in good condition and appearance. If Lessee fails to make such repairs or perform such maintenance as provided for herein, then the Lessor shall have the right to make any such necessary repairs, replacements and maintenance and the cost of so doing shall immediately, upon the completion of those repairs, replacements and/or maintenance, be due and payable by the Lessee and shall be paid or reimbursed by the Lessee to the Lessor and all such costs shall be considered additional rent, fees or charges under this Lease. In the event that this remedy is exercised, Lessor shall provide Lessee with reasonable written notice prior to effectuating the same. Lessee shall be responsible for replacing all light bulbs on or about the Leased Premises, including the Facility. Lessee shall maintain operable and fully charged fire extinguishers as required by NFPA 10. For the Leased Premises and the Facility, Lessee agrees to maintain all wall mounted fire extinguishers in an operable and fully charged condition at a travel distance of not more than fifty (50) feet. Lessee is responsible for inspecting and recharging all fire extinguishers in the Facility or on the Leased Premises on a regular basis. Also, the Lessee shall obtain an inspection of all fire extinguishers by a certified agency on an annual basis.

6. *Taxes*

Lessee shall be solely responsible for the direct payment of all taxes, if any, relating to the Leased Premises, including the Facility and its use thereof which may be payable during the Initial Term of this Lease and any renewal term thereof, including but not limited to any real property taxes payable under Md. Code, Tax-Property Article § 6-102(e) as may be amended from time to time. The parties acknowledge that the final determination of whether any tax is

payable relating to the Lessee's use and occupancy of the Leased Premises will be in the sole discretion of the Maryland State Department of Assessments and Taxation. As of the Commencement Date, the Maryland State Department of Assessments and Taxation, and/or any other related entity has determined that the Leased Premises and the Facility will be exempt from real property tax in light of the Lessee's status as a non-profit corporation and other related factors including, but not limited to, the intended use of the Leased Premises and the Facility.

7. *Prohibited Activities*

In occupying the Leased Premises, unless the Lessee has obtained the prior written approval and consent of the Airport Director, Lessee shall not:

(a) use the Leased Premises for any retail, service, industrial, warehousing, repair shop, charter flight, manufacturing or commercial purpose or activity not related directly to the business of the Lessee (However, it is expressly understood that as a part of the educational curriculum, certain mechanical repair activities will take place on the Leased Premises.);

(b) store or operate any kerosene, propane or electric space heaters in the Facility or on or about the Leased Premises unless the usage of the same are necessary to ensure compliance with FAA curriculum (but this provision shall not prohibit FAA approved aircraft heaters used for the purpose of heating aircraft engines);

(c) perform any maintenance, repair, assembly of any aircraft that the Lessee is not qualified to perform under applicable FAA regulations (any and all painting of any aircraft or aircraft parts in the Facility or in or about the Leased Premises by the Lessee, its employees, agents, invitees, sublessees or any other persons must be conducted within a paint shop or booth that meets and satisfies all applicable State and Federal regulations);

(d) permit others to perform any maintenance, repair, assembly or painting of any aircraft or aircraft parts in the Facility or in or about the Leased Premises, unless those persons are authorized to do so, as stated and described in the Airport's Primary Guiding Documents, adopted and effective October 31, 2006, as may be amended, revised or updated from time to time, and unless those persons have entered into a valid sublease agreement with the Lessee that has been previously approved by the Lessor.

(e) store hazardous or flammable materials in the Facility or in or about the Leased Premises (fuel in aircraft tanks and lubricants and other materials necessary for the operation or maintenance of the aircraft, if stored in approved containers, and other materials approved in writing by the Airport Rescue Firefighting Administrator, excepted);

(f) fuel any aircraft in the Facility;

(g) use, operate or permit the use or operation of any aircraft, vehicle or equipment in or about the Leased Premises, the Facility or other Airport property or facilities in a manner that may create a risk of harm to persons or property.

8. *Compliance with Airport Rules*

During the Initial Term of this Lease and any renewal term thereof, Lessee shall fully comply with the Airport's Primary Guiding Documents, adopted and effective October 31, 2006, as may be amended, revised or updated from time to time. The execution of this Lease by Lessee shall constitute acknowledgment by Lessee of receipt of the aforesaid Airport Primary Guiding Documents.

Lessee shall comply with and shall ensure that its employees, students, agents, suppliers, tenants, subtenants, licensees, guests and invitees, and any other person over whom it has control, comply with all other rules, regulations, policies and ordinances governing the use of the Airport as are established from time to time. Lessee shall further comply with all security directives issued by the FAA and/or the Airport Director, or his/her agent, as they may pertain to Lessee's use of the Leased Premises, the Facility, the Airport and Airport Facilities. In addition, Lessee shall require that all of its employees receive airport security training as required and as mandated and provided by the Airport Security Coordinator.

9. *Leasehold Improvements or Modifications to Leased Premises*

(a) The Lessee shall, at its sole cost and expense and pursuant to the plans and specifications submitted to the Lessor, construct the Facility on the Leased Premises as contemplated herein. All construction, improvements and modifications thereof are and will be subject to the Airport's Primary Guiding Documents, adopted and effective October 31, 2006, as may be amended, revised or updated from time to time, and the prior written consent and approval of the Lessor; with such consent to not be unreasonably withheld. The Lessee shall be deemed to be the owner of the Facility and all other improvements constructed on the Leased Premises by the Lessee. It is expressly understood and agreed that the Lessee shall be the sole owner of the Facility at all relevant times hereto and there shall not be any reversionary rights of the Lessor in this regard whatsoever, except as provided for herein.

(b) No future (i.e., subsequent to the original construction referred to herein) structural alterations, changes, replacements or additions ("Future Improvements") to the Leased Premises or the Facility shall be made by the Lessee without the prior written consent and approval of the Lessor, which shall not be unreasonably withheld or delayed.

(c) Any and all improvements, alterations, changes, replacements, additions and/or modifications by the Lessee to the Leased Premises or the Facility are subject to the prior written approval and consent of the Lessor and shall be made at the sole cost and expense of the Lessee. Approval or denial of any proposed improvement or modification will be in the reasonable discretion of the Lessor. Construction relating to any improvement/modification shall not begin until such time as the Lessee has received the express written approval and consent of the Lessor. Any proposed improvement or addition which encroaches across or is outside the Leased Premises shall require an expansion of the Leased Premises, subject to the per square foot annual rent stipulated elsewhere herein.

(d) At the time the Lessee requests the consent of the Lessor for any improvement or modification to the Leased Premises or the Facility, the Lessee must submit a concept drawing to the Airport Director, or his/her agent. Following approval of the concept drawing, the Lessee shall submit a complete set of drawings and specifications to the Airport Director, or his/her agent, for review and approval, which approval shall not be unreasonably withheld or delayed, provided the drawings and specifications are consistent with the approved concept drawing; and Lessee shall comply with all inspection requirements of the Lessor and the Airport.

(e) Except as specifically provided for herein, any and all improvements and/or modifications proposed, constructed or installed by the Lessee, its agents, or contractors, including the plans and specifications, shall conform to all applicable statutes, ordinances, building codes, FAA planning and approval processes, and rules and regulations and Lessee shall be solely responsible for obtaining all necessary permits, licenses etc. relating to any improvement and or modification of the Leased Premises. All improvements/modifications made by the Lessee to or on the Leased Premises must be of first-rate quality.

(f) Within sixty (60) days of the completion of any approved project, Lessee shall submit one reproducible final copy of the "as built" plans for all improvements or modifications or subsequent changes therein or alterations thereof signed by the Lessee to the Airport Director.

(g) All structural improvements (including the construction of the Facility as contemplated herein) and/or structural modifications made to the Leased Premises by the Lessee during the Initial Term of this Lease and any renewal term thereof, shall be owned by the Lessee, subject to the provisions of Section 3(b) and Section 2(d) of this Lease. However, any trade fixtures, signs and personal property of Lessee shall remain the property of the Lessee and shall so remain unless Lessee shall fail within thirty (30) days following the termination or expiration of this Lease to remove its trade fixtures, signs and personal property on the Leased Premises, in which event, at the sole option of the Lessor, title to same shall vest in Lessor at no cost to Lessor. The term, "trade fixtures," as used herein, shall include all fixtures purchased by the Lessee, and all non-structural improvements to the Leased Premises, all of which Lessee shall have a right to remove: provided however, that Lessee shall repair any damage to the Leased Premises occasioned by such removal.

(h) The Lessor shall endeavor to plan, budget, and construct an aircraft taxiway from the Airport's east apron to the Lessee's apron. Construction of the taxiway is dependent and contingent upon the County securing the necessary funds through either grants or general fund revenues. The taxiway shall be designed to meet the FAA regulations for a Type I Airplane Design Group in accordance with the current FAA regulations. It is understood, this taxiway cannot be constructed until the existing airport fuel farm is relocated; a cost of which is included in the overall cost of the taxiway construction.

10. ***Condemnation of Leased Premises***

In the event that the whole of the Leased Premises shall be condemned or taken in any manner for any public or quasi-public use, this Lease shall terminate as of the date of taking possession by the condemning authority. In the event that a portion of the Leased Premises is condemned or taken in any manner for any public or quasi-public use so as, in the reasonable opinion of Lessee, to materially and adversely affect Lessee's use of the Leased Premises, then in such event, Lessee shall have the right to cancel and terminate this Lease as of the date of such appropriation or taking upon giving to Lessor notice in writing of such election within thirty (30) days after the receipt by Lessee from Lessor of written notice of such appropriation or taking. In the event that only a part of the Leased Premises shall be so condemned or taken, and such taking shall not, in the reasonable opinion of Lessee, materially and adversely affect Lessee's use of the Leased Premises, then, effective as of the date of such appropriation or taking, the rent hereunder for such part shall be equitably abated, and this Lease shall continue as to such part not so taken. In the event that a part of the Leased Premises shall be so condemned or taken, and if substantial structural alteration or reconstruction of the improvements on the Leased Premises with contemplated construction costs in excess of 50% of the then-market value of the improvements on the Leased Premises shall, in the reasonable opinion of Lessor and Lessee, be necessary or appropriate as a result of such condemnation or taking, Lessor or Lessee may, at Lessor's or Lessee's option, terminate this Lease as of the date of such taking by notifying the other party in writing within thirty (30) days following the date of taking. All compensation awarded or paid under any total or partial taking shall belong to and be apportioned between the Lessor and Lessee in accordance with their respective interests therein.

Nothing contained herein shall be construed to preclude Lessor or Lessee from prosecuting a claim directly against the condemning authority in such condemnation proceedings for just compensation, including but not limited to loss of business, or depreciation to, damage to, cost of removal of or the value of stock, trade fixtures, furniture, equipment, or other personal property belonging to Lessee.

11. ***Damages***

Lessee assumes all responsibility for injury, damage or loss to the Facility and the Leased Premises, or to any aircraft or other property placed in or about the Facility or the Leased Premises. No bailment is intended to be created by this Lease. Lessee is encouraged to maintain property damage insurance on any and all aircraft.

12. ***Insurance***

(a) ***Liability Insurance - Lessee.*** Lessee shall, at Lessee's sole expense, obtain and keep in force during the Initial Term of this Lease and any renewal term thereof, a policy of Comprehensive General Combined Single Limit Bodily Injury and Property Damage Insurance insuring Lessee as named insured and Lessor as additional insured, as their interests may appear, against any liability arising out of the use, occupancy, or maintenance of the Leased Premises, the Facility and any other portion of Airport property utilized by Lessee from time to time. Such

insurance shall be in an amount not less than \$5,000,000.00 per occurrence during any given policy period, shall be primary to, and not contributory with, insurance, if any, carried by the Lessor. The policy shall also insure, to the extent allowable under it, performance by Lessee of the indemnity provisions of this Article. The limits of said insurance shall not, however, limit the liability of Lessee under those provisions. Such insurance policies shall consist of best practices insurance consistent with industry standards for commercial aviation insurance and specific to the business of Lessee.

(b) *Property insurance.* Lessee shall, at Lessee's sole expense, obtain and keep in force during the Initial Term of this Lease and any renewal term thereof a policy or policies of insurance covering loss or damage to the Leased Premises (including the Facility, the fixtures and the improvements to the Leased Premises, whether built, installed or made by Lessor or Lessee) in an amount not less than the full replacement value thereof, as the same may exist from time to time, and insuring against fire, vandalism, malicious mischief, and all perils included within standard extended coverage. Lessee shall obtain and keep in force during the Initial Term of this Lease and any renewal term thereof a policy or policies of insurance insuring Lessee against damage to Lessee's equipment and other tangible personal property in the Facility and on the Leased Premises caused by any peril described in the first sentence of this Section 12(b).

Lessee shall be fully responsible for all damage or loss to Lessee's equipment and tangible personal property not within the coverage of such insurance except to the extent such damage or loss arises from any breach or default in the performance of any obligation of Lessor's to be performed under the terms of this Lease or from any negligence or willful misconduct of Lessor or any of its officers, directors, employees, agents, contractors, or invitees.

(c) *Insurance policies.* The insurance carrier and the form and substance of all policies required to be obtained herein shall be approved by the Lessor. Insurance required hereunder shall be affected under valid and enforceable policies issued by insurers (i) licensed to do business in the State of Maryland, and (ii) with a rating by A. M. Best of at least A. All such policies shall contain a provision under which the insured agrees not to cancel or non-renew the insurance without thirty (30) days' prior written notice to the party to this Lease other than the party required to obtain the insurance and keep it in force. The Lessee shall deliver to the Lessor prior to the beginning of the Initial Term of this Lease and any renewal term thereof copies of such policies or certificates evidencing such required coverage. No such policy shall be cancelable or non-renewable, except after thirty (30) days' prior written notice to the other party. The Lessee shall, at least twenty (20) days prior to the expiration of any such policy that it is responsible for obtaining hereunder, furnish the Lessor with certificates evidencing its renewal, or the Lessor may order such insurance and charge the cost thereof to the Lessee, which amount shall be payable upon demand. Any failure of the Lessee to obtain, maintain, or provide copies of policies or certificates of any insurance required hereunder shall constitute a material and continuing breach of this Lease.

(d) *Indemnity.* Lessee shall indemnify and hold harmless Lessor, and Lessor's elected officials, officers, directors, employees and agents from and against any and all claims arising from Lessee's use of the Leased Premises or the Facility, or from the conduct of Lessee's

business or from any activity, work, or thing done, permitted, or suffered by Lessee in or upon the Leased Premises and the Facility, and shall further indemnify and hold harmless Lessor, Lessor's elected officials, officers, directors, employees, and agents from and against any and all claims arising from any breach or default in the performance of any obligation of Lessee to be performed under the terms of this Lease or arising from any negligence or willful misconduct of Lessee or any of Lessee's officers, directors, employees, agents, contractors, tenants, subtenants, guests, licensees or invitees, and from and against all costs, reasonable attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor for this Lease, hereby assumes as between Lessee and Lessor all risk of, and waives all claims against Lessor for, damage to property or injury to persons in the Facility or upon the Leased Premises arising from any cause other than Lessor's negligence or willful misconduct. Notwithstanding the foregoing, the indemnification by Lessee provided for in this Section 12(d) shall not apply to claims for loss or damage of any kind, whether for personal injury or property damage, to the extent such claims arise from any breach or default in the performance of any obligation of Lessor's to be performed under the terms of this Lease or the Lessor's general duties and obligations or from any negligence or willful misconduct of Lessor or any of its officers, directors, employees, agents, contractors, or invitees.

(e) *Restrictions.* Lessee shall not permit anything to be done in the Facility or upon the Leased Premises that shall invalidate any policies of insurance of all of the terms of which Lessee has knowledge that are now or hereafter in force with respect to the Leased Premises and will pay to Lessor, on demand, all extra insurance premiums, if any, required to be paid by Lessor on account of extra risk caused by Lessee's use of the Leased Premises.

(f) *Modifications to Insurance Requirements.* Lessor reserves the right to reasonably modify the insurance requirements provided for herein consistent with prevailing airport industry standards and related facilities during the Initial Term of this Lease and any renewal term thereof upon reasonable notice to the Lessee.

13. *Lessee's Obligations Upon Expiration/Termination*

(a) Following the expiration or earlier termination of this Lease, except as specifically provided for in Section 13(b) below, Lessee shall immediately surrender possession of the Leased Premises, remove all improvements, including the Facility, from the Leased Premises and return the Leased Premises to its original condition (if the parties are unable at that time to agree to a mutually acceptable purchase price for the Facility and all improvements (by the Lessor from the Lessee)) remove all aircraft and other personal property from the Leased Premises, and leave the Leased Premises in a clean, orderly, and rentable condition.

(b) If this Lease is terminated pursuant to Section 3(b) or Section 2(d) herein, Lessee shall immediately surrender possession of the Leased Premises, including the Facility and all improvements, remove all aircraft and other personal property from the Leased Premises and the

Facility, leave the Leased Premises and the Facility in a clean, orderly, and rentable condition, and shall immediately turn over all keys to the Facility to the Airport Director.

14. ***Default***

(a) The occurrence of any of the following shall constitute an event of default under this Lease: (1) the Lessee shall fail to pay any rent, fees, charges or payments due hereunder and such failure to pay shall continue for a period of fifteen (15) days after written notice thereof to the Lessee from the Lessor; (2) the Lessee shall fail to perform or fulfill any of the terms, conditions, obligations or covenants herein and such failure shall continue uncured for a period of fifteen (15) days after written notice thereof to the Lessee from the Lessor; (3) the Lessee shall fail to use the Leased Premises (including the Facility and all related improvements) as an aeronautic educational school/facility as contemplated herein; (4) the Lessee becomes insolvent or bankrupt; (5) the Lessee suffers dissolution or termination of its existence (and fails to revive its existence within 30 days after demand therefore by the Lessor) or the disposition of all or substantially all of its assets; (6) the Lessee makes an assignment for the benefit of creditors; (7) the Lessee makes application for appointment of a receiver of the Lessee or any of Lessee's property; or (8) an Order for Relief is entered with respect to the Lessee in any proceeding in bankruptcy or for reorganization, composition, arrangement or liquidation and any such Order is not vacated within sixty (60) days of the such Order becoming final and non-appealable.

(b) In the event of a default by the Lessee of any term, provision or condition of this Lease, the Lessor shall have all of the rights accorded it under Maryland law, Lessor may also exercise any other right or remedy available under applicable law to enforce the terms of this Lease or recover damages for the breach of any terms of this Lease, subject to the obligation of the Lessor to take all commercially reasonable steps to mitigate such damages. In any action brought by Lessor for the interpretation or enforcement of this Lease, and if Lessor is the prevailing party, Lessee, in addition to all other damages, shall pay the reasonable attorney's fees incurred by the Lessor in such action, together with the Lessor's litigation expenses, and court costs as determined by the Court. The term "prevailing party" shall mean the party determined by the Court to be the party substantially prevailing in the action absent the exhaustion or waiver of all appeals.

(c) If the Lessee fails to meet the requirements of any of the Airport's Primary Guiding Documents, adopted and effective October 31, 2006, as may be amended, revised or updated from time to time, during the Initial Term of this Lease and any renewal term thereof, this Lease shall terminate following notice to the Lessee of such default and expiration without cure after a reasonable opportunity to cure such default.

(d) **Default by Lessor.** In the event that Lessor breaches any of its covenants, fails to provide Lessee with its fee simple leasehold interest in the Leased Premises or interferes with the Lessee's use and enjoyment of the Leasehold Premises during the Initial Term of this Lease and any renewal term thereof, except as provided for herein, Lessor shall be responsible for

any and all damages sustained by Lessee including, but expressly not limited to, costs and reasonable attorney's fees.

15. ***Destruction of Premises***

(a) Term of this Lease.

(i) In case of destruction, partial destruction or other damage to the Facility or the Leased Premises by fire or other casualty during the Initial Term of this Lease and any renewal term thereof, Lessee promptly shall repair and restore the damaged or destroyed portions of the Facility and the Leased Premises if the following two conditions are satisfied or if Lessee does not elect to terminate this Lease under Paragraph 15(a)(ii), *infra*:

(A) The destruction or damage reasonably can be restored or repaired within one hundred eighty (180) days of the commencement of construction; and

(B) The destruction or damage was not the result of any cause which is not covered by insurance upon the Facility or the Leased Premises.

(ii) In the event the conditions set forth in Subparagraphs (A) or (B) are not satisfied, then Lessee may, upon written notice to the Lessor given not later than sixty (60) days after said fire or other casualty, terminate this Lease.

16. ***Sublease or Assignment***

Lessee shall not sublet the Facility or the Leased Premises or any part thereof or transfer possession or occupancy thereof, or assign or otherwise transfer this Lease without the prior written consent and approval of Lessor. No subletting or assignment of the Facility or the Leased Premises or any part thereof shall be affected by operation of law or otherwise than by the prior written consent of the Lessor.

17. ***Subsequent Term (following the Second Renewal Term)***

Provided that no event of default then exists and provided that the Lessee's proposed use of the Leased Premises thereafter is consistent with the Lessor's then-current plan for that portion of the Airport where the Leased Premises is located, at the expiration of the Second Renewal Term, the parties agree to make a reasonable and good faith effort to negotiate an extension of this Lease at terms and conditions acceptable to both parties. If a mutually acceptable extension of this Lease (or a new lease) can not be agreed upon by the parties by the end of the Second Renewal Term, the parties agree that any continuing relationship between the parties relating to the Leased Premises shall be governed by the "Holding Over" provisions of Section 18 below until such time as an acceptable extension (or new lease) can be agreed upon.

18. ***Holding Over***

In the event that Lessee shall not immediately surrender the Leased Premises on the day after the end of the Initial Term of this Lease or any renewal term thereof (including as specifically provided for in Section 17 above), then the Lessee shall become a periodic Lessee on a month-to-month basis at the per month rental rate of the then fair market rental value for the Leased Premises ***and the Facility, including all improvements***. The periodic monthly tenancy will commence with the first day next after the end of the Initial Term of this Lease or any renewal term thereof and Lessee, as a monthly Lessee, shall be subject to all conditions and covenants of this Lease as though the Lease had originally been a monthly tenancy.

Lessee, as a periodic Lessee, shall give to the Lessor at least thirty (30) days written notice of any intention to quit the Leased Premises, and the Lessee shall be entitled to thirty (30) days written notice to quit, except in the event of non-payment of rent or of breach of any other provision or covenant of the Lease by the Lessee. If such a violation of this Lease occurs, Lessee shall not be entitled to any notice to quit. If either party provides the other with a notice to quit as provided for herein prior to the parties agreeing to an extension of this Lease (or a new lease) as contemplated in Section 17 above, and the parties are unable to agree to a mutually agreeable purchase price for the Facility and all improvements (by the Lessor from the Lessee), the Lessee agrees to remove all of the improvements, including the Facility, from the Leased Premises and to return the Leased Premises to its original condition.

19. ***Authority of Lessor***

Lessor is empowered to enter into this Lease pursuant to the approval by the Board of County Commissioners of Washington County, Maryland.

20. ***Right of Entry***

The Lessor, its agents, servants, employees and contractors, and others with the consent of the Airport Director, shall have the right to enter the Leased Premises, including the Facility and related improvements, at reasonable times accompanied by a representative of the Lessee for the purpose of inspecting the same, making repairs, improvements, or betterments to the Leased Premises or for any other lawful purpose, upon reasonable advance oral or written notice to Lessee. The Lessor reserves the right to have authorized persons enter the Facility and the Leased Premises in an emergency, without notice, at any time to ensure that it is free of fire hazards and debris, for required maintenance, or to investigate unusual circumstances, reported problems, or suspected violations of this Lease or Airport rules and regulations provided the Lessor shall give immediate notice of such entry by the most expeditious means possible, providing the reason for such entry and disclosing the names of all persons entering the Leased Premises pursuant to such right.

21. *Future Development of the Airport*

The Lessor reserves the absolute right to further develop or improve the Airport as it sees fit and any agreement or lease between the Lessor and the Lessee would be subordinate to the provisions of any existing or future agreement between the Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the Lessor for federal funds for the development of the Airport. Nothing herein contained, however, shall constitute or be construed as a waiver by the Lessee of any right to seek compensation for the taking of its property or its interest in any property by virtue of any action by the Lessor or the United States as above contemplated.

22. *Notices*

Any notice required or permitted by or in connection with this Lease shall be in writing and shall be made by facsimile transmission (confirmed on the date the facsimile is sent by one of the other methods of giving notice provided for in this Section) or by hand delivery, by Federal Express (or other similar overnight delivery service), or by certified mail, unrestricted delivery, return receipt requested, postage prepaid, addressed to the respective parties (or their successors or assigns as hereinafter provided) at the appropriate address set forth below or to such other address, including designation of counsel, as may be hereafter specified by written notice by the respective parties. Notice shall be considered given as of the date of the facsimile or the hand delivery, one (1) calendar day after delivery to Federal Express or similar overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish the fact that notice was given as provided herein. If notice is tendered pursuant to the provisions of this Paragraph and is refused by the intended recipient thereof, the notice, nevertheless, shall be considered to have been given and shall be effective as of the date herein provided.

If to Lessee:

Pittsburgh Institute of Aeronautics
5 Allegheny County Airport
West Mifflin, PA 15122

If to Lessor:

Board of County Commissioners of
Washington County, Maryland
100 W. Washington Street, Room 226
Hagerstown, MD 21740
Fax #: (240) 313-2201

With copy to:

County Attorney's Office
100 W. Washington Street, Room 202
Hagerstown, MD 21740
Fax #: (240) 313-2231

23. ***Binding Effect***

This Lease shall be binding upon and inure to the parties hereto, and their respective heirs, personal representatives, successors and assigns. If there is more than one (1) Lessee, the liability of each is joint and several.

24. ***Non-Waiver***

The failure of the Lessor to insist upon compliance with any term of this Lease shall not be deemed a waiver of any right to enforce such provision.

25. ***Headings***

The headings as used herein are used for convenience or reference only and do not in any way define, limit or describe the scope or intent of this Lease.

26. ***Severability***

The invalidity or unenforceability of one provision of this Lease will not affect the validity or enforceability of the other provisions.

27. ***Governing Law***

This Lease shall be construed, interpreted and governed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Lease, the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND


Vicki C. Lumm, Clerk

BY:  (SEAL)
Terry L. Baker, President

ATTEST:

PITTSBURGH INSTITUTE OF AERONAUTICS,
INC. A/K/A PITTSBURGH INSTITUTE OF
AERONAUTICS


Executive Vice President

BY:  (SEAL)
John Graham, III
President and Chief Executive Officer

Approved as to form
and legal sufficiency:

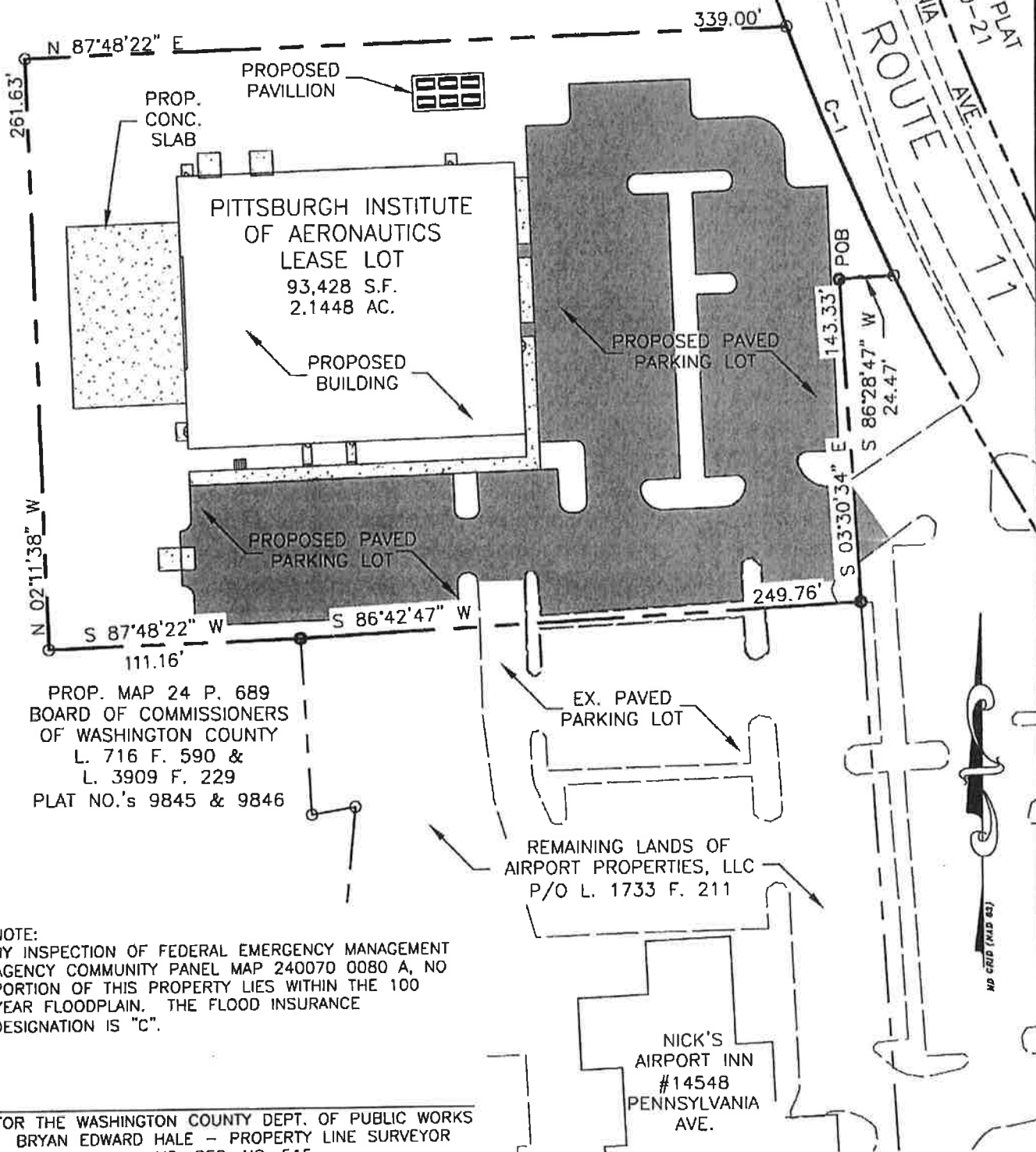


John M. Martirano
County Attorney

I:\Documents\Airport\Leases\Pittsburgh Institute of Aeronautics\LES\Lease - Final.doc

DATE 9/14/12.

CURVE	RADIUS	LENGTH	CHORD BRG. AND DIST.
C-1	1185.92'	120.98'	S 23°02'55" E 120.93'



NOTE:
BY INSPECTION OF FEDERAL EMERGENCY MANAGEMENT
AGENCY COMMUNITY PANEL MAP 240070 0080 A, NO
PORTION OF THIS PROPERTY LIES WITHIN THE 100
YEAR FLOODPLAIN. THE FLOOD INSURANCE
DESIGNATION IS "C".

FOR THE WASHINGTON COUNTY DEPT. OF PUBLIC WORKS
BRYAN EDWARD HALE - PROPERTY LINE SURVEYOR
MD. REG. NO. 515
MY LICENSE EXPIRES FEB. 8, 2013

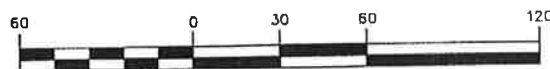


DIVISION OF PUBLIC WORKS
ENGINEERING AND CONSTRUCTION

LEASE LOT EXHIBIT FOR
THE PITTSBURGH INSTITUTE
OF AERONAUTICS
#14516 PENNSYLVANIA AVE.

HAGERSTOWN REGIONAL AIRPORT

GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

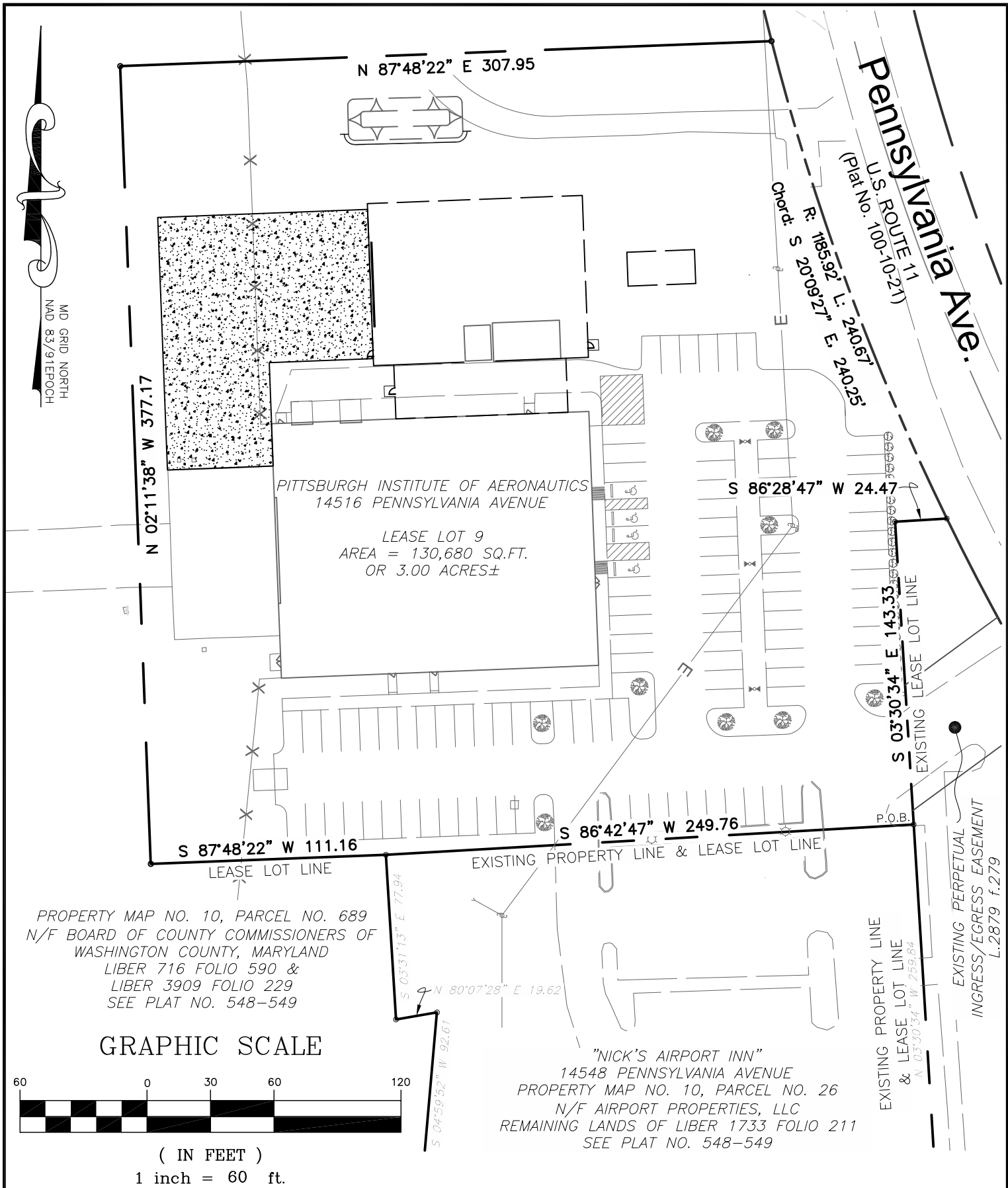
DRAWN BY: G.L.B. CHECKED BY: B.E.H. SCALE: 1" = 60'

DRAWING NO. 18-079-1

SEPT. 13, 2012

ELECTION DISTRICT NO. 27

PROPERTY MAP 10



PROPERTY MAP NO. 10, PARCEL NO. 689
N/F BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND
LIBER 716 FOLIO 590 &
LIBER 3909 FOLIO 229
SEE PLAT NO. 548-549

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)


1 inch = 60 ft.

SURVEYOR'S CERTIFICATION

THIS PLAT AND ALL PREPARATION AND SURVEYING WORK REFLECTED IN IT HAS BEEN PERSONALLY PREPARED BY, OR UNDER THE RESPONSIBLE CHARGE OF, STATE OF MARYLAND PROFESSIONAL LAND SURVEYOR NO.21974; ALL IN COMPLIANCE WITH THE REQUIREMENTS AS SET FORTH IN ANNOTATED CODE OF MARYLAND (COMAR) TITLE 09.13.06.12

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT; THAT THE PROPERTY AND RIGHT-OF-WAY LINES SHOWN HEREON HAVE BEEN ESTABLISHED BASED UPON LOCAL MONUMENTATION FOUND IN ACCORDANCE WITH PLAT NO.548-549 AS REFERENCED HEREON AND ARE NOT THE RESULT OF A COMPLETE BOUNDARY SURVEY.

GARRETT EUGENE CULLER, PROFESSIONAL LAND SURVEYOR (DATE)
MD REG. NO. 21974 (EXPIRATION/RENEWAL DATE: DEC. 18, 2023)
FOR THE WASHINGTON COUNTY DIVISION OF ENGINEERING

 Washington County, Maryland Division of Engineering Washington County Administrative Annex Building 747 Northern Avenue, Hagerstown, MD 21742 Phone: 240-313-2400 Fax: 240-313-2401 HAGERSTOWN REGIONAL AIRPORT	EXHIBIT - LEASE LOT 9 THE PITTSBURGH INSTITUTE OF AERONAUTICS		
	Drawn By: G.E.C.	Checked: N.P.K.	Scale: 1"=60'
	Drawing No.	18-079-2	Date: 10/04/2022
	Election Dist. No.	27	Project #: 18-079



Agenda Report Form

Open Session Item

SUBJECT: Rejection of Bid (PUR-1647) – Swimming Pool Resurfacing and Associated Improvements

PRESENTATION DATE: December 5, 2023

PRESENTATION BY: Brandi Naugle, CPPO, Buyer; Andrew Eshleman, P.E., Director, Division of Public Works

RECOMMENDED MOTION: Move to take action, in the best interest of the County and to request the bid for the Swimming Pool Resurfacing and Associated Improvements at the Martin L. “Marty” Snook pool be rejected due to the bid exceeding the estimated budget. The department shall make revisions to the existing document and request approval to re-advertise.

REPORT-IN-BRIEF: Notice of the Invitation to Bid (ITB) was listed on the State of Maryland’s “eMaryland Marketplace Advantage” (eMMA) website, on the County’s website and in the local newspaper. Twenty-seven (27) persons/companies registered/downloaded the bid document online and one (1) bid was received for this service.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1647
Swimming Pool Resurfacing and Associated Improvements

	USA Construction Rockville, MD
Resurface Swimming Pool, Install New LED Wet Niche Light Fixtures, Replace Main Drain Grate Covers, and Construct Concrete Entry Steps into Pool and Associated Improvements	\$339,360.00
Estimated Start Date	Upon 10 day Notice

**Corrected Calculations Based on Unit Pricing*

Remarks/Exceptions:



Agenda Report Form

Open Session Item

SUBJECT: Quotation Award (Q-23-765) APC Advantage Licensing Renewal

PRESENTATION DATE: December 5, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director of Purchasing; Josh O'Neal, Chief Technical Officer of IT

RECOMMENDED MOTION: Move to award the Quotation for the APC Advantage PC Licensing to the responsible, responsive bidder, GHA Technologies of Scottsdale, AZ who submitted the responsive Total Lump Sum of \$67,736.82 over a three (3) year period based on its proposal.

	Year 1	Year 2	Year 3
Licensing Renewal Cost	\$22,578.94	\$22,578.94	\$22,578.94

REPORT-IN-BRIEF: This is the annual maintenance contract for the cooling and humidity control in the main County data center.

DISCUSSION: The Code of the Public Local Laws states that a contract over \$50,000 for the purchase or other expenditure shall be awarded by the Board to the lowest responsible bidder who submits a responsive bid. Request for Quotations are processed for purchases of commodities and services not exceeding \$50,000 and are normally awarded at the departmental level in concurrence with the Purchasing Department. Due to the APC Advantage licensing renewal cost quote exceeding \$50,000, the Quotation is before the Board for an award. It was anticipated that these services would not exceed \$50,000.

It was anticipated these services would be quoted below the \$50,000 threshold which would not have required using the Invitation to Bid (ITB) advertisement process. As such, the Request for Quotation process was followed and not the formal bid process. As noted previously, a significant number of vendors reviewed the document; as such we do not believe publicly advertising the project in the newspaper or through the State's web site would have yielded any difference in the final outcome. Given the value of the quotations, the Board of County Commissioners' approval is necessary to award these services.

FISCAL IMPACT: Funds in the amount of \$84,501 are available in the department's account 30-11000-COM011. The department will need to budget the annual ancillary maintenance support cost for fiscal years 2024 and 2025.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: GHA Technologies quote

AUDIO/VISUAL NEEDS: N/A

Q-23-765
APC Advantage Service Renewal

				GovConnection, Inc. dba Connection-Public Sector Solutions Merrimack, NH		GHA Technologies Scottsdale, AZ		Princeton IT Services, Inc. Princeton, NJ		Zones, LLC Auburn, WA	
Item No.	Item Description	Unit of Measure	Qty.	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	3-Year Renewal Advantage Ultra Service Plan for (1) In Row ACRD Half Rack 10kw; 6 Units Valid from 11/26/2023 to 11/25/2026 Part #WADVULTRA-AX-15	Ea.	1	\$8,695.51	\$52,173.06	\$67,736.82	\$67,736.82	\$62,995.14	\$62,995.14	\$64,929.18	\$64,929.18
TOTAL LUMP SUM (Item No. 1 above)				\$52,173.06		\$67,736.82		\$62,995.14		\$64,929.18	

**Corrected calculations based on unit pricing*

Remarks/Exceptions:

GovConnection, Inc. dba Connection Public Sector Solutions - See Remarks/Exceptions next page

GHA Technologies - Billed annually @ \$22,578.90; 3 annual payments. 11/26/23, 11/26/24, 11/26/25.

Anniversary date of 11/26

Coverage 11/26/23 - 11/25/26

Zones, LLC. - See Remarks/Exceptions next page

***Please note: Pricing is valid for 30 days.

Remarks / Exceptions:

GovConnection, Inc. dba Connection Public Sector Solutions

Important Information

Delivery: Delivery within 5-30 calendar days, after receipt of purchase order.

Terms and Conditions: Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, via the following link: <https://www.govconnection.com/IPA/Content/About/Legal/PCCGOV/TermsConditionsSale> or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply, and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

Warranty / Returns: All products purchased via Connection, come with the specific warranty offered by the manufacturers. As Connection is the reseller and not the manufacturer of the products offered within this RFQ, the manufacturer warranty on all products purchased through Connection, will be passed through to the purchaser.

Your Account Manager should be notified within 30 days of purchase to return defective product, for repair or replacement, for up to 30 days from the date of receipt. (Reference our return policy, via the link below, for complete details and restrictions.) After this period, the individual manufacturer's warranty/return policy will come into effect.

<https://www.govconnection.com/IPA/Content/Support>Returns/PCCGOV/Default>

Force Majeure Notice: Notwithstanding anything else to the contrary contained in this proposal or ITB, Connection shall in no event be liable for delivery delays that are caused by circumstances beyond Connection's reasonable control, including without limitation, carrier delays, product unavailability, fire, acts of God or government agency, severe weather, acts of war, labor shortages, power failures or health pandemics. Furthermore, Connection shall not be liable for any global shipping delays caused by the Coronavirus outbreak. Order status can be obtained from:

<https://www.connection.com/IPA/Reporting/OrderTrackingRequest>

Connection's Remit-To address is:

GovConnection, Inc.
P.O. Box 536477
Pittsburgh, PA 15253-5906

Remarks / Exceptions:
GovConnection, Inc. dba Connection Public Sector Solutions



EXCEPTIONS – GOVERNING TERMS AND CONDITIONS

It is the intent of Zones, LLC ("Seller") that: (a) except for any terms or conditions required by local, state, or federal laws or applicable government regulations, any terms and/or conditions referenced in the documentation or posting (the "RFx") to which Seller hereby responds with the proposal in which this document, "Exceptions – Governing Terms and Conditions", is included (the "Proposal") are disclaimed and shall not apply without further negotiation; (b) Seller's Terms and Conditions of Sale accessed at www.zones.com/TermsOfSale ("Terms of Sale") are hereby incorporated by this reference and shall govern any Product and/or Product Support sale arising hereunder until such time as the parties execute a separate agreement to govern; (c) any Services to be sold and performed hereunder shall be governed by both the Terms of Sale and a Statement of Work separately negotiated and executed by the Parties; and (d) notwithstanding anything to the contrary in the RFx, the Proposal or the Terms of Sale, Seller reserves the right to raise any quoted Product price(s) to account for any acquisition cost increase(s) brought about in response to any international trade dispute or governmental action.

Zones, LLC
1102 15th Street SW, Suite 102,
Auburn, WA 98001-6524



Agenda Report Form

Open Session Item

SUBJECT: Maryland Agricultural Land Preservation Program (MALPP) 60/40 Match for FY 2024

PRESENTATION DATE: November 28, 2023

PRESENTATION BY: Chris Boggs, Rural Preservation Administrator, Planning and Zoning

RECOMMENDED MOTION: Move to approve a \$1,333,333.00 commitment from the County Agricultural Transfer Tax and State Agricultural Transfer Tax to the 60/40 match component of the MALPP easement program for FY 2024 Cycle.

REPORT-IN-BRIEF: Each year the Maryland Agricultural Land Preservation Foundation (MALPF) asks counties if they want to obligate funds to the 60/40 match portion of the Land Preservation Easement Program. Land Preservation staff is recommending that Washington County designate \$1,333,333.00 as its 40% local match in order to receive the 60% State match of \$2,000,000.00.

The commitment requested today will result in total funding of about \$5,000,000 for easement purchases in FY 23 (including approximately \$1,700,000 of general allotment funds that all counties receive). These Transfer Taxes collected each year are restricted for use in preservation programs and are not General Fund dollars.

DISCUSSION: For clarity sake, State funding contributions to the Ag Preservation Program result from the following distributions. The entire MALPP fund is divided in half. One half is divided equally among all Maryland counties which will result in an FY 2024 “General Allotment” of approximately \$1,700,000 for each County. The remaining half is divided among only those Counties that make local commitments to the 60/40 matching program and is used for the State’s 60% contribution.

FISCAL IMPACT: This 60/40 match commitment and General Allotment money results in funds for land preservation easement purchases on ten (10) farms. There are no General Funds involved. \$500,000 comes from the State Agricultural Transfer Tax and \$833,333 comes from the County Agricultural Transfer Tax. The County’s share of State Agricultural Transfer Tax funds must be used toward MALPP easements; the County Ag Transfer Tax may be used for any land preservation program.

CONCURRENCES: The Agricultural Land Preservation Advisory Board has endorsed the use of the above funding source for the 60/40 match.

ALTERNATIVES: Make no commitment to the matching program; or commit further funding to the 60/40 match through the use of other County funding sources.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Adoption of County Hazard Mitigation Plan

PRESENTATION DATE: Tuesday December 5, 2023

PRESENTATION BY: Tom Brown, Director of Emergency Management

RECOMMENDED MOTION: Move to adopt the 2023 Updated Washington County Hazard Mitigation Plan.

REPORT-IN-BRIEF: Beginning in July 2022 Washington County Office of Emergency Management along with other County departments and local municipality representatives began working to update the Washington County Hazard Mitigation plan which is required to occur every five years. As we worked through the update process, a public meeting was held to allow the public a chance to express their thoughts on the updated plan. This meeting was conducted in person and through live stream services. Two surveys were also distributed by Washington County in an effort to obtain feedback from Washington County citizens. Since the completion of the draft plan, it has been sent to the Maryland Department of Emergency Management and the Federal Emergency Management Agency with both agencies approving the update. The next step in the process is adoption at the local level.

DISCUSSION: Washington County recognizes the threat that natural and technological hazards pose to people and property and that an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for hazard mitigation projects. Washington County also recognizes that undertaking mitigation projects during pre-disaster periods could decrease the total losses the County incurs as a result of disasters. This project was undertaken in an effort to further identify, define, and characterize the hazards affecting Washington County as well as to continue identifying and prioritizing projects that could lessen hazard vulnerability.

FISCAL IMPACT: Allows Washington County future funding opportunities for hazard mitigation projects which without an adopted plan would require funds to be used from the general budget.

CONCURRENCES: County Administrator, County Attorney

ALTERNATIVES: Deny adoption

ATTACHMENTS: Electronic copy of plan provided prior to meeting; Copy of Resolution of Adoption

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2023-

RE: WASHINGTON COUNTY HAZARD MITIGATION PLAN

RECITALS

1. Washington County will likely be affected by a future natural, technological, and/or man-made hazard event.
2. A natural, technological, or man-made hazard event could cause significant structural, historical, and/or economic loss.
3. Undertaking mitigation projects during pre-disaster periods could decrease the total losses Washington County suffers due to a hazard occurrence.
4. The Board of County Commissioners for Washington County, Maryland, has a strong interest in reducing losses from any future hazard occurrence and believes that implementation of a hazard mitigation plan will result in loss reductions.
5. The hazard mitigation plan is a federal and State requirement to maintain eligibility for hazard mitigation funding and, by that requirement, must be updated a minimum of every five (5) years.
6. A cooperative, joint effort is a proven efficient way to plan for and reduce hazard susceptibility in all government jurisdictions in Washington County, Maryland.
7. The Washington County Office of Emergency Management has undertaken a project to update the existing *Washington County Hazard Mitigation Plan* in an effort to further identify, define, and characterize hazards affecting Washington County and to continue identifying and prioritizing projects that could lessen hazard vulnerability.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Washington County, Maryland, does hereby adopt the updated *Washington County Hazard Mitigation Plan* this ____ day of December, 2023.

ATTEST:

Board of County Commissioners for
Washington County, Maryland

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to form and
legal sufficiency:

Kirk C. Downey, County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Potential dissolution of the Diversity and Inclusion Committee

PRESENTATION DATE: December 5, 2023

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Move to dissolve the Diversity and Inclusion Committee.

REPORT-IN-BRIEF: Discussion regarding the continued need for the Diversity and Inclusion Committee.

DISCUSSION: The Diversity and Inclusion Committee (Committee) was formed to provide recommendations regarding ethnic affairs, promote the involvement of ethnic groups in business and community affairs, and advocate services and programs relating to the quality of life for all residents in Washington County. This committee serves in an advisory capacity. The committee has no decision-making authority. Seven (7) voting members and three (3) non-voting, ex-officio members serve on this committee. Meetings are to be held throughout the year according to a schedule set annually and are open to the public.

The most recent revision to the Diversity & Inclusion Committee By-Laws occurred on July 16, 2019. Article VIII: Amendments to Bylaws of the Committee By-Laws, identifies that the “bylaws may be amended, repealed, modified or altered, in whole or in part, by the Board of County Commissioners, in their sole and absolute discretion”.

The need for this advisory committee has diminished and its continuing operation has become obsolescent and unnecessary.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: None

ATTACHMENTS: Diversity & Inclusion Committee By-Laws approved 07/16/2019

AUDIO/VISUAL NEEDS: None



WASHINGTON COUNTY DIVERSITY AND INCLUSION COMMITTEE

BYLAWS

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

Article I

Name

The name of the committee is the Washington County Diversity and Inclusion Committee (Committee).

Article II

Mission Statement

The Committee is to advise the Board of County Commissioners of Washington County, Maryland (Commissioners) on public policy relating to ethnic affairs, promote the involvement of all ethnic groups in business and community affairs, and advocate services and programs relating to the quality of life for all residents.

Article III

Priorities

The Committee shall:

- A. Undertake the task of gathering and disseminating information from and about the growing diverse ethnic population of Washington County, Maryland (County);
- B. Foster a climate of mutual respect among different ethnic groups and peoples in the County by improving communication between the diverse groups and communities;
- C. Bridge the cultural diversity of all ethnic groups in the County;
- D. Offer input to the Commissioners relating to County and community issues by encouraging the discussion of differing viewpoints to promote an understanding in a multicultural environment;
- E. Advise the Commissioners on how County government can be more inclusive of the diverse community in which we live by providing guidance on issues such as employment, employee relations and citizen participation in government processes;
- F. Coordinate and promote ethnic festivals to add to the quality of excellence the community enjoys through public performances; and
- G. Annually nominate and select person(s) and organization(s) for the "Attitudes for America Award".

Article IV

Membership

A. **Composition.** The Committee shall be comprised of seven (7) individual voting members and three (3) non-voting, ex-officio members. The seven individual members shall be appointed by the Commissioners.

- 1. The seven (7) individual voting members shall be volunteer, private citizen residents of Washington County, Maryland, who have an interest in cultural and community outreach and political and economic empowerment.

2. The three (3) ex-officio, non-voting members shall be as follows:
 - a. One (1) Washington County Commissioner member,
 - b. One (1) Washington County Board of Education member; and,
 - c. One (1) Hagerstown City Council member.

B. **Terms.** Standing ex officio voting members are not term-limited. Terms of the individual voting members shall be three (3) years. The individual voting members shall be appointed so that approximately one-third (1/3) of the members' terms expire in each of three (3) consecutive years. Individual members shall be eligible for reappointment for one (1) consecutive three-year term only, and following the second consecutive three-year term, shall be eligible for reappointment only after an intervening one-year period. Individual voting members filling a partial term vacancy shall complete the partial term and shall then be eligible for reappointment for two (2) additional consecutive three-year terms.

C. **Termination of Membership and Vacancies.**

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

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

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

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

Article V
Officers

A. **Elected Officers.** Members of the Committee shall elect from among their members a chair, vice-chair, and secretary. Notwithstanding any provision of these bylaws, no member may simultaneously hold more than one office. The officers shall have the duties and powers usually attendant upon such officers and other duties and powers not inconsistent herewith as may be provided by the Committee and/or the Commissioners.

B. **Terms.** The chair and vice-chair shall take office at the close of the Annual Meeting and shall serve for a term of one (1) year. Officers are eligible for reelection or reappointment for one (1) additional year. Vacancies occurring during a term of office must be filled for the unexpired balance of the term of office. When a vacancy in the office of the chair occurs, the vice-chair shall automatically succeed to the office of chair.

C. **Chair.** The chair shall:

1. Preside as the chief officer of the Committee and shall be present at all meetings of the Committee;

2. Serve as a non-voting ex-officio member of all sub-committees and appoint the chair of each sub-committee from among the members;
 3. Ensure that proper records are maintained;
 4. Communicate to the Committee such matters and make such suggestions as may in the chair's opinion tend to promote the achievement of the goals outlined in these bylaws; and
 5. Perform such other duties as are necessarily incidental to the office.
- D. **Vice-Chair.** The vice-chair shall perform all duties of the chair during his or her absence.
- E. **Secretary.** The secretary shall maintain minutes of the meetings and when necessary provide notice of meetings to members of the Committee.
- F. **Officer Removal, Resignation, and Vacancies**
1. The Committee may recommend to the Commissioners that a member serving as an officer be removed from his or her officer position based on one or more of the following criteria:
 - a. inadequate attendance including excused and unexcused absences;
 - b. breach of confidentiality;
 - c. actions/behavior that in the opinion of the Committee is inappropriate or inconsistent with policy; and
 2. The Commissioners shall have the authority to remove any member from an officer position of the Committee at any time when, in its sole and absolute discretion, the best interest of the community shall be served.
 3. In the event of an officer vacancy that is caused by removal, resignation, or any other reason, the Committee shall elect a member to fill the vacancy. The election shall take place at the next regularly scheduled meeting following the effective date of the vacancy. A member elected to fill a vacancy shall serve out the remainder of the officer's term left vacant. The partial term served shall not be applied to the term limits.

Article VI

Meetings

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

1. **Regular Meetings.** Meetings shall occur throughout the year according to a schedule, which shall be established at the annual meeting. Notice of this schedule shall be provided to Committee members and the Commissioners.

2. **Special Meetings.** Special meetings of the Committee may be called at any time by the chair or, in the chair's absence, by the vice-chair. One (1) week notice of any special meeting should be given to the members by the chair or vice-chair, and the notice must state the subject of the meeting.

3. **Annual Meeting.** An annual meeting shall be held each year at a date and time to be determined by the chair. At the annual meeting, the installation of officers shall occur, and a schedule of regular meetings shall be established for the upcoming year.

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

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

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

C. **Quorum.** Fifty-one percent (51%) of the total membership shall constitute a quorum. If such a majority is not present at any time, the presiding officer shall adjourn the meeting until a quorum is present.

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

Article VII Fiscal Year and Budget

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

B. **Budget.** An annual budget allocation as determined by the County will be allocated by the County on a fiscal year basis to carry out the mission and objectives of the Committee. The Committee shall vote to approve all expenditures using a majority vote.

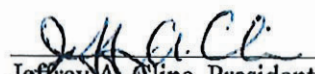
Article VIII Amendments to Bylaws

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

Approved and adopted this 16th day of July 2019.

ATTEST:


Krista L. Hart, County Clerk


Jeffrey A. Oline, President
Board of County Commissioners of
Washington County, Maryland



Agenda Report Form

Open Session Item

SUBJECT: Establish FY24 budget for the 250th Anniversary Event

PRESENTATION DATE: December 5, 2023

PRESENTATION BY: Michelle Gordon, County Administrator; Danielle Weaver, Director of Public Relations and Marketing

RECOMMENDATION: Move to approve the FY24 funding request of \$38,000 for planning costs associated with the 250th Anniversary event.

REPORT-IN-BRIEF: Discussion regarding the need for a budget in FY24 for planning costs associated with the 250th Anniversary event.

DISCUSSION: The 250th Anniversary Event Committee has had several meetings to discuss event details and the need to establish a budget for this event that will take place in 2026. The Committee has determined that in the current fiscal year, funding is needed to hire a graphics design firm to create event logos and to begin a relationship with an event planner. Additionally, to begin the process of securing facilities, rental equipment and items, coordinating promotional books and materials, making deposits on fireworks displays and soliciting donations for the capstone event, the committee will need to purchase a limited amount of supplies, and promotional items in the current fiscal year.

FISCAL IMPACT: Hotel Rental Tax Funding is recommended.

	FY24	FY25	FY26	FY27	Grand Total
Professional Services					
Logos	15,000	3,000	3,000		21,000
Event Planner	15,000	30,000	30,000	15,000	90,000
Promotional Items	3,000	10,000	30,000	3,000	46,000
Printing	2,000	5,000	20,000	10,000	37,000
Activities			80,000	5,000	85,000
Plaques			10,000		10,000
Supplies	1,000	2,000	10,000	3,000	16,000
Advertising	1,000	3,000	20,000	5,000	29,000
Miscellaneous	1,000	1,000	10,000	1,000	13,000
Totals	38,000	54,000	213,000	42,000	347,000
Related Revenue			60,000		60,000
Net	38,000	54,000	153,000	42,000	287,000

CONCURRENCES: Kelcee Mace, CFO

ALTERNATIVES: None

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: None



Agenda Report Form

Open Session Item

SUBJECT: FY23 Excess of Revenues

PRESENTATION DATE: December 5, 2023

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

RECOMMENDED MOTION: Motion to approve allocation of funding as presented or as amended by the BOCC.

REPORT-IN-BRIEF: Staff recommends transferring \$5M into the pension fund, allocate \$10M for improvements at the Court House and/or Detention Center, and keep the remaining \$10M in the Capital Reserve for consideration during the FY25 Capital Budget process.

DISCUSSION: The FY23 excess of revenues over expenditures in the General Fund is approximately \$25M; \$5M remains in the General Fund and \$20M was transferred into the Capital Fund. It is both best practice and policy that excess funds be used for one-time costs and not on-going operating costs.

FISCAL IMPACT: \$25,000,000

CONCURRENCES: Michelle Gordon, County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A