



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

WWW.WASHCO-MD.NET

BOARD OF COUNTY COMMISSIONERS

October 27, 2020

OPEN SESSION AGENDA

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

- 10:00 AM** **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
APPROVAL OF MINUTES: *October 20, 2020*
- 10:05 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:10 AM** **STAFF COMMENTS**
- 10:15 AM** **CITIZEN PARTICIPATION** (*citizens are required to submit a request to khart@washco-md.net or by calling 240.313.2204 at least 24 hours in advance of the meeting*)
- 10:20 AM** **UPDATE ON FIRE AND EMS EXPENSE REIMBURSEMENT PROCESS** – *Kelly Smith and Erin Clark, SEK & Co., LLC*
- 10:30 AM** **REALLOCATION OF CARES ACT FUNDING** – *Tom Brown, Emergency Manager*
- 10:40 AM** **STATE HOMELAND SECURITY GRANT PROGRAM** – *Tom Brown, Emergency Manager; Allison Hartshorn, Grant Manager, Grant Management*
- 10:45 AM** **EXPENDITURE OF ACCRUED PAYMENT IN LIEU OF FUNDS IN ACCORDANCE WITH THE FOREST CONSERVATION ACT**– *Jill Baker, Director, Planning & Zoning, Elmer Weibley, District Manager, Soil Conservation District*
- 10:55 AM** **LEASE OF 18.8 TILLABLE ACRES AT 9238 SHARPSBURG PIKE** – *Todd Moser, Real Property Administrator; Andrew Eshleman, Director, Public Works*
- 11:00 AM** **RESOLUTION FOR VOLCO/MACK EXPANSION** – *Susan Small, Director, Business Development*
- 11:05 AM** **PUBLIC SAFETY RADIO SYTEM, CONSULTANT FUNDING REQUEST** – *Mark Mades, Deputy Director, Wireless Communications; Dave Hays, Director, Emergency Services*
- 11:10 AM** **UTILITY VEHICLE PURCHASE / REPLACEMENT** – *Dave Hays, Director, Emergency Services*
- 11:15 AM** **EMERGENCY SERVICES HEALTH INSURANCE UPDATE** – *Dave Hays, Director, Emergency Services*

11:25 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 consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State)*

1:00 PM ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Update on Fire and EMS expense reimbursement process

PRESENTATION DATE: 10/27/2020

PRESENTATION BY: Kelly Smith and Erin Clark, SEK & Co, LLC

RECOMMENDATION: N/A

REPORT-IN-BRIEF: The process designed and initiated one year ago to validate Fire and EMS company compliance with County spending policies is operating as originally intended and all parties are participating as expected. The new process provides for enhanced accountability from funding recipients and results in a detailed, electronic tracking of requests and approvals.

DISCUSSION:

- SEK was engaged approximately one year ago to assist the County in transitioning to an enhanced process for validating whether approximately \$5.5M in funds paid to Fire and EMS companies were spent in accordance with applicable policies
- A new process, requiring greater accountability for complying with County spending policies, was promptly designed and rolled out to all 26 in-county companies and the Wash Co Volunteer Fire and Rescue Association that receive County funding
- Due to the additional documentation requirements of the new model and use of new technology, initial resistance to adoption was expected. A limited amount of reluctance towards the new process was encountered at time of rollout (as expected) and addressed constructively, though subsequent feedback has been consistently positive
- Effective collaboration between the County, SEK and Fire/EMS contacts has resulted in a timely and accurate reimbursement process for the companies involved, while avoiding a significant increase in administrative burden to County personnel
- A tracking tool has been maintained to retain details of which expense reimbursement requests have been determined to be in accordance with policy, as well as those which have been rejected due to ineligibility
- Noting that those submitting requests on behalf of Fire and EMS companies are largely volunteers, one-on-one education related to spending policies continues as turnover in those roles occurs

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: None



Agenda Report Form

Open Session Item

SUBJECT: Reallocation of CARES ACT Funding

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: Tom Brown, Emergency Manager

RECOMMENDED MOTION: Approval to reallocate remaining non-healthcare CARES ACT funding to reimburse County and Municipal governments and County Volunteer Fire and EMS departments full and part time wages at the regular wage rate.

REPORT-IN-BRIEF: CARES ACT funding was awarded by the State and Federal government to Washington County in an effort to offset expenses related to COVID-19. At this time all funding received is to be utilized by December 30, 2020.

DISCUSSION: Non-healthcare CARES ACT funding awarded to Washington County has been utilized previously to assist small businesses, non-profits, IT related projects, Convention and Visitor Bureau, and citizens who require rental and utility assistance. In September, the Treasury released new guidance which allows for the reimbursement of full time and part time wages of public safety employees. It is the recommendation of staff that the remaining approximate \$4M be used for this purpose.

FISCAL IMPACT: None

CONCURRENCES: Interim County Administrator

ALTERNATIVES: Deny recommendation and reallocate funding to another project.

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: State Homeland Security Grant Program– Accept Awarded Funding

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: Charles Brown, Emergency Manager, Division of Emergency Services and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to accept funding awarded by the Maryland Emergency Management Agency in the amount of 162,716.46 for the FY20 State Homeland Security Grant

REPORT-IN-BRIEF: The State Homeland Security Grant program is administered by the Federal Emergency Management Agency and passes through the State Emergency Management Agency to be distributed to local jurisdictions. The program is intended to enhance and maintain current Homeland Security initiatives as they pertain to prevention, preparedness, response, recovery, and mitigation. The grant will pay partial salary for the Emergency Management Specialist/Planner, the cost of the Washington County Citizen Notification Program, Provider Safety Equipment, Fire Commander Training, a part time position within the Washington County Sheriff's Office for IMT coordination and projects, and other needed equipment and services.

DISCUSSION: The Office of Grant Management has reviewed the grant guidelines. The performance period for this federal grant is September 1, 2020 through February 28, 2023. There is no matching fund requirement associated with this grant; however at least 25% of the grant funds must be spent on law enforcement related tasks or equipment.

Wages & Benefits	\$40,000.00
Operational Expenses	<u>\$122,716.46</u>
Total	\$162,716.46

FISCAL IMPACT: Provides \$162,716.46 for Emergency Services related expenses which may otherwise be charged to the Emergency Services budget.

CONCURRENCES: Susan Buchanan Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Expenditure of accrued payment-in-lieu (PIL) of funds in accordance with the Forest Conservation Act

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: Jill Baker, Director, Planning and Zoning; Elmer Weibley, District Manager, Washington County Soil Conservation District

RECOMMENDED MOTION: Motion to approve the expenditure of PIL funds for acquisition and implementation of easements related to forest conservation for Dirk & Nancy DeVault and Jefferey & Susan Lescaleett,

REPORT-IN-BRIEF: The County has an executed Memorandum of Understanding with the Washington County Soil Conservation District (WCSCD) to assist us in the expenditure of accrued PIL funds in accordance with the Maryland Forest Conservation Act and the Washington County Forest Conservation Ordinance. The responsibility of the WCSCD is to seek out property owners who are willing to voluntarily implement a permanent easement on their property for the purpose of retaining or planting forested areas. WCSCD also oversees all aspects of easement implementation including survey work, site prep, installation and maintenance of the easements.

WCSCD has received interest from three property owners for three sites in the County as potential areas for easement acquisition. The sites score well on their ranking system, particularly for their proximity to high value waterways, and are recommended for acquisition. Some of the prospective candidates have previously established permanent forest easements on portions of their properties using these funds. Putting additional acres under easement on the same property serves program objectives of preserving large, contiguous blocks of forest to achieve a variety of environmental benefits.

DISCUSSION: The Maryland Forest Conservation Act requires counties across the State to implement standards to help protect forest resources threatened by growth and land development. The Washington County Forest Conservation Ordinance implements these regulations through our plan review and permitting process. New development that meets the threshold of a regulated activity is required to mitigation for impacts on forest resources. There are several options outlined in the Ordinance that developers may use to mitigate for these impacts. The highest priority is always retention or afforestation on the site where the regulated activity is taking place, however, it is not always possible to complete mitigation on site. One method of mitigation is for the developer to pay a fee in lieu of physical forest installation or protection. These funds are deposited into a dedicated account and accrued until such time as sufficient funds are available to establish easements elsewhere in the County.

FISCAL IMPACT: N/A. All work completed under this task will be paid for with funds committed by various developers as mitigation fees.

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: If the County does not expend the PIL funds in accordance with the Maryland Forest Conservation Act then all funds collected must be returned to the various developers who must then expend the funds by finding mitigation options themselves.

ATTACHMENTS: FCA Candidate packet from WCSCD



WASHINGTON COUNTY SOIL CONSERVATION DISTRICT

1260 Maryland Avenue, Suite 101 • Hagerstown, MD 21740
(301)797-6821, Ext. 3

facebook.com/wcscd
www.conservaionplace.com

TO: Jill Baker, Director
Travis Allen, Comprehensive Planner
Department of Planning and Zoning

FROM: Elmer D. Weibley, CPESC, District Manager
Dee Price, CESSWI, Urban Program Director

DATE: August 20, 2020

SUBJECT: FCA Candidates

A handwritten signature in blue ink, appearing to read "EDW", is written over the "FROM" line.

We have attached information regarding three landowners, who have expressed interest in moving forward with creating a Forest Conservation Easement, on the properties. All the sites were evaluated and scored using the adopted ranking criteria.

We have provided the information below for each site, as well as, a summary spreadsheet with our cost estimates and ranking scores:

1. Map of subject property
2. Descriptive paragraph for each property prepared by the DNR County Forester, Aaron Cook
3. Project Ranking Sheet
4. Real Property Data Search

We look forward to presenting these candidates for consideration at the September Planning Commission Meeting and will be happy to answer any questions and provide any further information at that time.

Please contact our office at 301-797-6821, Ext. 3 if you have any questions.

/EDW

District Board of Supervisors

Harry E. Strite
Chair

J.D. Rinehart
Vice Chair

J. Scott Shank, III
Treasurer

Janet Stiles Fulton
Supervisor

Edward C. Wurmb, D.V.M.
Supervisor

Boyd Michael
Associate

J. Tyler Harp
Associate

FOREST CONSERVATION FUND PAYMENT IN LIEU CANDIDATE SITES FALL 2020

PROJECT/LANOWNER NAME	PLANTING ACRES	EXISTING FOREST ACRES	COST ESTIMATE	RANKING SCORE
Dirk and Nancy DeVault	0	20.73	\$53,452	60
Gary and Brenda Beachley	0	9.6	\$26,240	55
Jeffery and Susan Lescaleett	0	40.44	\$102,156	49
Total Funds Required			\$181,848	
5% Contingency			\$9,100	
Total Acres Protected*		70.77		
* Cost per Acre protected=\$2,698/ac-\$.06/sqft				
Total Funding Request			\$190,948	
Forest Conservation Fund Balance Less Encumbered Funds as of 8/5/20			\$375,470	
Forest Conservation Fund balance after project completion			\$184,522	

Dirk & Nancy DeVault Forest Conservation Easement

16315 & 16323 Shinham Road
Hagerstown, MD 21740

MPV: 22-13-010-250
20.73 ac.



150 75 0 150 300 450 600
Feet





*Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary*

Landowner: Devault, Shinham Road Tract

Prepared by: Aaron Cook, Forester

The potential easement area encompasses an undetermined acreage of existing forest areas on the property, primarily along the floodplain and adjacent slopes overlooking Tom's Run, which flows through the center of the tract. This parcel (map 9, parcel 122, 26.96 acres in size) occupies rolling to steep topography along nearly 1,320 linear feet of Tom's Run and several tributaries. As such, much of the property occurs along a major stream terrace to Conococheague Creek and is highly dissected by Toms Run and its ephemeral tributaries, flowing southwest through the property before joining the Conococheague to the south. Almost all of the property was historically utilized for agricultural purposes, remaining relatively open until mid-1970s when intensive agricultural practices were abandoned. Following cessation of these agricultural uses, the current early successional forest dominated by a mixture of black cherry, black locust, black walnut, mulberry and ash began to reclaim the open fields; along with invasive autumn-olive and multiflora rose. The areas immediately adjacent to the ephemeral drainages and Toms Run have been lightly wooded for some time, allowing an older mixed oak-hardwood forest type dominated by northern red oak, black oak, shagbark hickory, and American sycamore to establish. Access is limited given the nature of the terrain and dense nature of the understory, portions of the site north of Tom's Run are landlocked, but accessible by foot.



Maryland Forest Service

14038 Blairs Valley Road • Clear Spring, MD 21722

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**WASHINGTON COUNTY FOREST CONSERVATION ORDINANCE
PAYMENT IN LIEU PROGRAM
EXISTING FOREST PROJECT RANKING CRITERIA**

PROJECT NAME

DIRK & NANCY DEVAULT

TO BE CONSIDERED FOR PROGRAM INCLUSION, THE EXISTING FOREST MUST MEET THE DEFINITION OF "FOREST" CONTAINED IN THE WASHINGTON COUNTY FOREST CONSERVATION ORDINANCE

Ranking Factor	Description	Maximum Total Points	Score	Notes
1	Adjacent to perennial or intermittent stream Perennial stream (10 pts.), Intermittent (5 pts.), No stream (0 pts.)	10	10	
2	Connects forest "Islands" creating forested corridors Forested corridor is at least 300' wide (10 pts.), 200' wide (5 pts.), does not create corridor (0 pts.)	10	0	
3	Adjacent to critical habitat Adjacent to Class III Trout Waters with natural populations of trout (10 pts.), within Class III watershed (5 pts), wetlands (3 pts.), No critical habitats (0 pts.)	10	0	
4	Contiguous forest cover Easement will increase forest to 100 acre block (5pts.), 50 acres(3 pts.), will not adjoin existing forest (0 pts.)	5	0	
5	100 year floodplain Easement will cover 100% of 100 year forested floodplain (5 pts.), 50% (3 pts.), 0% (0 pts.)	5	5	Easement will protect 100% of the flood plain on the property.
6	Site access Easily accessible , maintenance and long term monitoring, (10 pts)	10	10	
7	Site conditions, including control of non-native/invasive plant species Adequately stocked forest of predominately native tree and shrub species of good health and vigor(10 pts.,) over or under stocked forest with no greater than 20% non-native/invasive species and landowner has demonstrated commitment to control (5 pts.), requires extensive invasive control (0 pts.)	10	10	
8	Total existing forest area > 5 acres (10 pts.), 2-5 acres (5 pts.), < 2 acres (1 pt.)	10	10	
	Watershed location Located in Antietam or Conococheague watershed (10 pts.)	10	10	
9	Sensitive species Identified Sensitive species area Identified for site and no adverse effects from project (5pts.), no sensitive species area Identified for site, (0pts.)	5	5	***
TOTAL POINTS POSSIBLE		85	60	

*** Forest Interior Dwelling Sensitive Species

*** DNR Biodiversity Conservation Network Tier 5 - Significant for Biodiversity Conservation

Real Property Data Search (w3)

Search Result for WASHINGTON COUNTY

View Map		View GroundRent Redemption		View GroundRent Registration	
Tax Exempt: None		Special Tax Recapture: AGRICULTURAL TRANSFER TAX			
Exempt Class: None					
Account Identifier:		District - 13 Account Number - 010250			
Owner Information					
Owner Name:		DEVAULT NANCY		Use:	AGRICULTURAL
Mailing Address:		16315 SHINHAM RD HAGERSTOWN MD 21740-2209		Principal Residence:	NO
				Deed Reference:	/05846/ 00330
Location & Structure Information					
Premises Address:		SHINHAM RD HAGERSTOWN 0-0000		Legal Description:	PTLT2/3 TR A 20.73AC SHINHAM ROAD WEST OF CEARFOSS
Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:
0009	0021	0122	13010330.22	0000	
					Block:
					2 3
					Assessment Year:
					2020
					Plat No:
					Plat Ref:
Special Tax Areas: None			Town: None		
			Ad Valorem: None		
			Tax Class: None		
Primary Structure Built		Above Grade Living Area		Finished Basement Area	
				Property Land Area	
				20.7300 AC	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath
			/		
Garage					
Last Notice of Major Improvements					
Value Information					
		Base Value		Value	
				As of	
				01/01/2017	
Land:		3,800		3,800	
Improvements		0		0	
Total:		3,800		3,800	
Preferential Land:		3,800		3,800	
Phase-in Assessments					
				As of	
				07/01/2019	
				As of	
				07/01/2020	
Transfer Information					
Seller: LOPER KEYE N		Date: 10/03/2018		Price: \$0	
Type: NON-ARMS LENGTH OTHER		Deed1: /05846/ 00330		Deed2:	
Seller:		Date:		Price: \$0	
Type:		Deed1: /00585/ 00578		Deed2:	
Seller:		Date:		Price:	
Type:		Deed1:		Deed2:	
Exemption Information					
Partial Exempt Assessments:		Class		07/01/2019	
County:		000		0.00	
State:		000		0.00	
Municipal:		000		0.00 0.00	
Tax Exempt: None		Special Tax Recapture: AGRICULTURAL TRANSFER TAX			
Exempt Class: None					
Homestead Application Information					
Homestead Application Status: No Application					
Homeowners' Tax Credit Application Information					

Gary & Brenda Beachley
Forest Conservation Easement
Lots 1 & 2

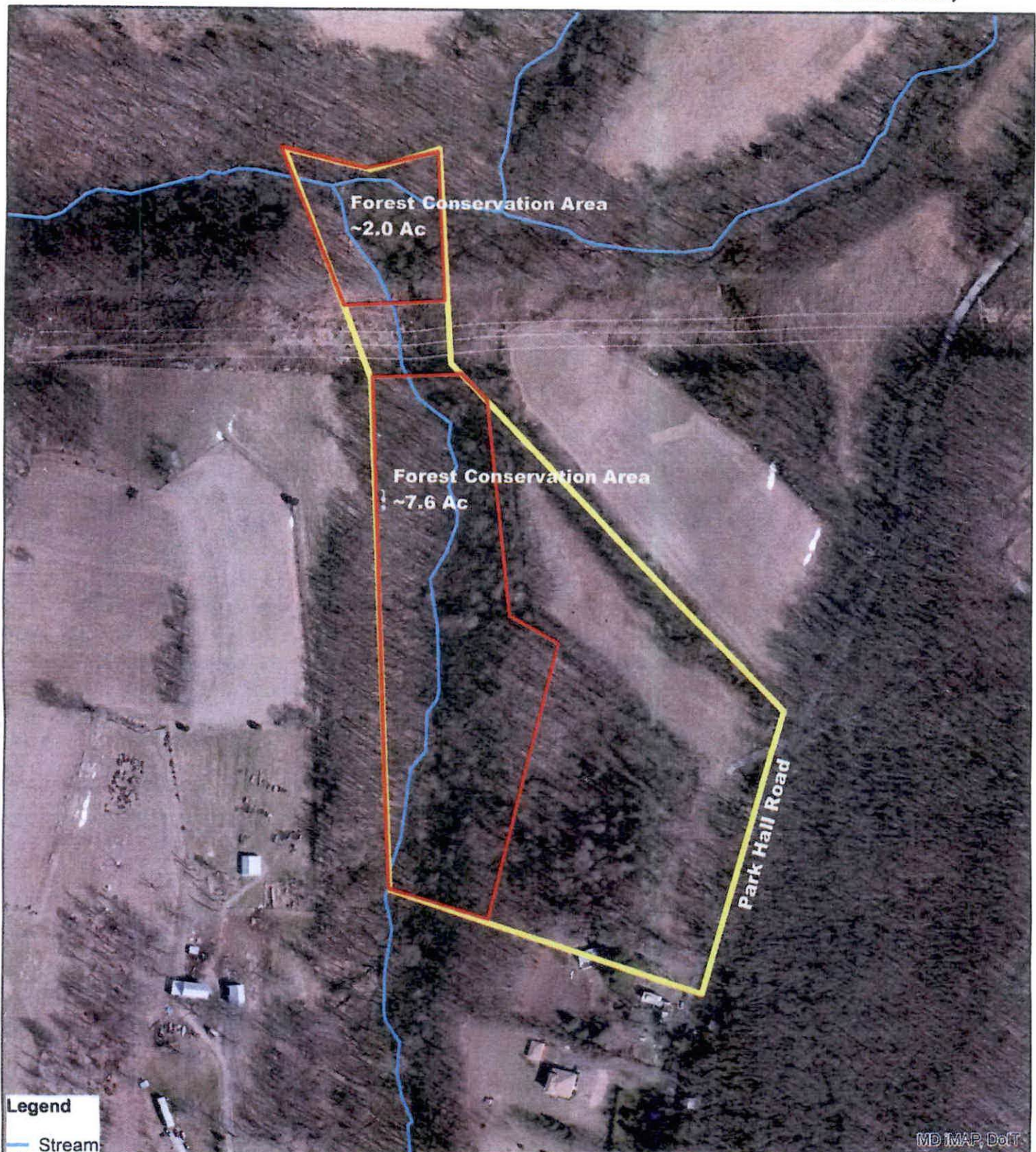
Date: 9/23/2019

Approximate Acres: 19.16

Legal Description: MPV: 22-08-017514 (12.69 Ac, Lot 1), -012199 (6.47 Ac, Lot 2)

Field Office: WASHINGTON COUNTY SERVICE CENTER

Assisted By: Ginger Noble
& Elmer Weibley



300 0 300 600 Feet





Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary

Landonwer: Beachley, Park Hall Road Tract

Prepared by: Aaron Cook, Forester
AMC

The potential easement area is located on the west slope of South Mountain and encompasses an undetermined acreage of existing forest areas on the property, primarily along the floodplain and adjacent steep slopes overlooking the Dog Creek and an unnamed tributary, which meets Dog Creek in the northwest corner of the site. This parcel (map 78, parcel 77, lots 1 & 2, 12.69 and 6.47 acres in size, respectively) occupies a mosaic of open meadow, utility right-of-way, and mixed oak-hardwood forest. The forest composition is defined by a combination of thin, rocky soil, aspect, and past harvests. Areas with northern aspects and along the floodplain of Dog Creek and its tributary are dominated by an uneven aged mixture of small sawtimber sized yellow-poplar and mixed oak. The understory in these areas is more uniform woody shrub layer of witch-hazel and spicebush. Portions of the western facing aspects were commercially harvested in the mid-2000s, resulting in a residual forest of scattered sawtimber sized chestnut oak and a younger, densely stocked, midstory of regenerated poletimber sized yellow-poplar and red maple. Areas not incorporated into the past harvest are adequately stocked with a mixed oak overstory and sparse ericaceous understory with thickets of chestnut oak seedlings.



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**WASHINGTON COUNTY FOREST CONSERVATION ORDINANCE
PAYMENT IN LIEU PROGRAM
EXISTING FOREST PROJECT RANKING CRITERIA**

PROJECT NAME

GARY & BRENDA BEACHLEY (PARK HALL ROAD TRACT)

TO BE CONSIDERED FOR PROGRAM INCLUSION, THE EXISTING FOREST MUST MEET THE DEFINITION OF "FOREST" CONTAINED IN THE WASHINGTON COUNTY FOREST CONSERVATION ORDINANCE

Ranking Factor		Description	Maximum Total Points	Score	Notes
1	Adjacent to perennial or intermittent stream	Perennial stream (10 pts.), Intermittent (5 pts.), No stream (0 pts.)	10	10	
2	Connects forest "Islands" creating forested corridors	Forested corridor is at least 300' wide (10 pts.), 200' wide (5 pts.), does not create corridor (0 pts.)	10	0	
3	Adjacent to critical habitat	Adjacent to Class III Trout Waters with natural populations of trout (10 pts.), within Class III watershed (5 pts), wetlands (3 pts.), No critical habitats (0 pts.)	10	0	
4	Contiguous forest cover	Easement will increase forest to 100 acre block (5pts.), 50 acres(3 pts.), will not adjoin existing forest (0 pts.)	5	0	
5	100 year floodplain	Easement will cover 100% of 100 year forested floodplain (5 pts.), 50% (3 pts.), 0% (0 pts.)	5	0	Easement will protect 100% of the flood plain on the property.
6	Site access	Easily accessible , maintenance and long term monitoring, (10 pts)	10	10	
7	Site conditions, including control of non-native/invasive plant species	Adequately stocked forest of predominately native tree and shrub species of good health and vigor(10 pts.,) over or under stocked forest with no greater than 20% non-native/invasive species and landowner has demonstrated commitment to control (5 pts.), requires extensive invasive control (0 pts.)	10	10	
8	Total existing forest area	> 5 acres (10 pts.), 2-5 acres (5 pts.), < 2 acres (1 pt.)	10	10	
	Watershed location	Located in Antietam or Conococheague watershed (10 pts.)	10	10	
9	Sensitive species Identified	Sensitive species area Identified for site and no adverse effects from project (5pts.), no sensitive species area Identified for site, (0pts.)	5	5	***
TOTAL POINTS POSSIBLE			85	55	

*** Forest Interior Dwelling Sensitive Species

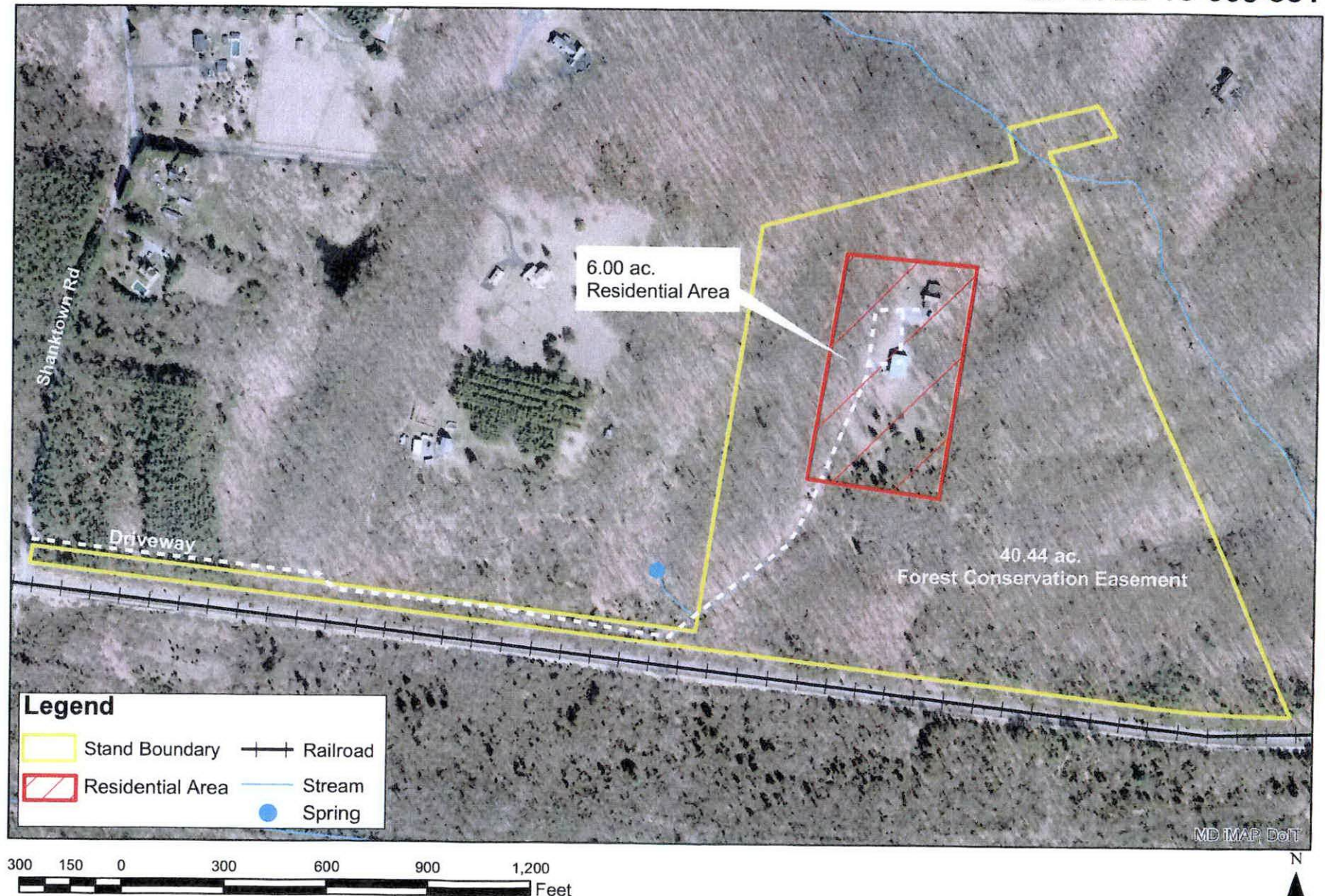
*** DNR Biodiveristy Conservation Network Tier 5 - Significant for Biodiversity Conservation

View Map		View GroundRent Redemption				View GroundRent Registration				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		AGRICULTURAL TRANSFER TAX								
Account Identifier:		District - 08 Account Number - 012199								
Owner Information										
Owner Name:		BEACHLEY GARY L BEACHLEY BRENDA K				Use:		AGRICULTURAL		
Mailing Address:		10 BEDROCK LN KEEDYSVILLE MD 21756-1304				Principal Residence:		NO		
						Deed Reference:		/02149/ 00464		
Location & Structure Information										
Premises Address:		21130 PARK HALL RD ROHRERSVILLE 21779-0000				Legal Description:		LOT 2 6.47 ACRES 21130 PARK HALL ROAD		
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	8890
0078	0007	0077		0000			2	2018	Plat Ref:	
Special Tax Areas:				Town:		NONE				
				Ad Valorem:						
				Tax Class:						
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
						6.4700 AC				
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
		Base Value		Value		Phase-in Assessments				
				As of		As of		As of		
				01/01/2018		07/01/2018		07/01/2019		
Land:		1,200		1,200						
Improvements		0		0						
Total:		1,200		1,200		1,200		1,200		
Preferential Land:		1,200						1,200		
Transfer Information										
Seller: REICH JUNE K				Date: 10/03/2003		Price: \$150,000				
Type: ARMS LENGTH VACANT				Deed1: /02149/ 00464		Deed2:				
Seller: KELLER URSULA B				Date: 02/25/1997		Price: \$0				
Type: NON-ARMS LENGTH OTHER				Deed1: /01321/ 00422		Deed2:				
Seller: GOVER S CLARK & URSULA B KELLER				Date: 05/31/1990		Price: \$0				
Type:				Deed1: /00956/ 00494		Deed2:				
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019				
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00 0.00		0.00 0.00				
Tax Exempt:		Special Tax Recapture:								
Exempt Class:		AGRICULTURAL TRANSFER TAX								
Homestead Application Information										

View Map			View GroundRent Redemption				View GroundRent Registration			
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			AGRICULTURAL TRANSFER TAX							
Account Identifier:			District - 08 Account Number - 017514							
Owner Information										
Owner Name:			BEACHLEY GARY L BEACHLEY BRENDA K				Use:		AGRICULTURAL	
Mailing Address:			10 BEDROCK LN KEEDYSVILLE MD 21756-1304				Principal Residence:		NO	
							Deed Reference:		/02149/ 00464	
Location & Structure Information										
Premises Address:			21136 PARK HALL RD ROHRERSVILLE 21779-0000				Legal Description:		LOT 1 12.69 ACRES 21136 PARK HALL ROAD	
Map:	Grid:	Parcel:	Sub District:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	8890
0078	0007	0077		0000			1	2018	Plat Ref:	
Special Tax Areas:					Town:		NONE			
					Ad Valorem:					
					Tax Class:					
Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area		County Use		
						12.6900 AC		000000		
Stories	Basement	Type	Exterior	Full/Half Bath	Garage	Last Major Renovation				
Value Information										
			Base Value		Value		Phase-in Assessments			
					As of 01/01/2018		As of 07/01/2018		As of 07/01/2019	
Land:			2,300		2,300					
Improvements			0		0					
Total:			2,300		2,300		2,300		2,300	
Preferential Land:			2,300						2,300	
Transfer Information										
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Seller:				Date:			Price:			
Type:				Deed1:			Deed2:			
Exemption Information										
Partial Exempt Assessments:		Class		07/01/2018		07/01/2019				
County:		000		0.00						
State:		000		0.00						
Municipal:		000		0.00 0.00		0.00 0.00				
Tax Exempt:			Special Tax Recapture:							
Exempt Class:			AGRICULTURAL TRANSFER TAX							
Homestead Application Information										
Homestead Application Status: No Application										

JEFFERY & SUSAN LESCALLEET
Forest Conservation Easement
40.44 ac.

10701 Shanktown Road
Big Pool, MD 21711
MPV: 22-15-005-831





Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary

Landowner: Lescalleet

Prepared by: Aaron Cook, Forester

The potential easement area encompasses an undetermined acreage of existing forest areas on the property. This parcel (map 45, parcel 173, 46.44 acres in size) occupies rolling to steep topography as much of the property occurs along a major stream terrace to the Potomac River and is highly dissected by several ephemeral tributaries, flowing south through the property before joining the Potomac to the south. A small area of the property was historically utilized for agricultural purposes, remaining relatively open until mid-1970s when intensive agricultural practices were abandoned. Following cessation of these agricultural uses, the current early successional forest dominated by a mixture of black cherry, black locust, black walnut, Virginia pine, and ash began to reclaim the open fields; along with invasive autumn-olive and multiflora rose. The remaining areas are composed of older mixed oak forest. This forest was selectively logged in 2020, the harvest left a desirable mixture of saw and poletimber size white oak and mixed oak, while creating enough disturbance to allow oak regeneration an opportunity to establish in the future.



Maryland Forest Service

14038 Blairs Valley Road • Clear Spring, MD 21722

301-791-4733 • www.dnr.maryland.gov • TTY users call via Maryland Relay

**WASHINGTON COUNTY FOREST CONSERVATION ORDINANCE
PAYMENT IN LIEU PROGRAM
EXISTING FOREST PROJECT RANKING CRITERIA**

PROJECT NAME

JEFFERY & SUSAN LESCALEET

TO BE CONSIDERED FOR PROGRAM INCLUSION, THE EXISTING FOREST MUST MEET THE DEFINITION OF "FOREST" CONTAINED IN THE WASHINGTON COUNTY FOREST CONSERVATION ORDINANCE

Ranking Factor	Description	Maximum Total Points	Score	Notes
1	Adjacent to perennial or intermittent stream Perennial stream (10 pts.), Intermittent (5 pts.), No stream (0 pts.)	10	10	
2	Connects forest "Islands" creating forested corridors Forested corridor is at least 300' wide (10 pts.), 200' wide (5 pts.), does not create corridor (0 pts.)	10	0	
3	Adjacent to critical habitat Adjacent to Class III Trout Waters with natural populations of trout (10 pts.), within Class III watershed (5 pts), wetlands (3 pts.), No critical habitats (0 pts.)	10	0	
4	Contiguous forest cover Easement will increase forest to 100 acre block (5pts.), 50 acres(3 pts.), will not adjoin existing forest (0 pts.)	5	4	Adjoins the Beachley tract to create a 70 acre forest easement block.
5	100 year floodplain Easement will cover 100% of 100 year forested floodplain (5 pts.), 50% (3 pts.), 0% (0 pts.)	5	0	
6	Site access Easily accessible , maintenance and long term monitoring, (10 pts)	10	10	
7	Site conditions, including control of non-native/invasive plant species Adequately stocked forest of predominately native tree and shrub species of good health and vigor(10 pts.,) over or under stocked forest with no greater than 20% non-native/invasive species and landowner has demonstrated commitment to control (5 pts.), requires extensive invasive control (0 pts.)	10	10	
8	Total existing forest area > 5 acres (10 pts.), 2-5 acres (5 pts.), < 2 acres (1 pt.)	10	10	
	Watershed location Located in Antietam or Conococheague watershed (10 pts.)	10	0	
9	Sensitive species Identified Sensitive species area Identified for site and no adverse effects from project (5pts.), no sensitive species area Identified for site, (0pts.)	5	5	***
TOTAL POINTS POSSIBLE		85	49	

*** Forest Interior Dwelling Sensitive Species

*** DNR Biodiveristy Conservation Network Tier 4 - Moderately Significant for Biodiversity Conservation
Targeted Ecological Area

***DNR

Real Property Data Search (w1)

Search Result for WASHINGTON COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
Special Tax Recapture: AGRICULTURAL TRANSFER TAX		
Account Identifier:		District - 15 Account Number - 005831
Owner Information		
Owner Name:	LESCALLEET JEFFREY L & LESCALLEET SUSAN J	Use: AGRICULTURAL Principal Residence: YES
Mailing Address:	10701 SHANKTOWN RD BIG POOL MD 21711-1323	Deed Reference: /01198/ 00735
Location & Structure Information		
Premises Address:	10701 SHANKTOWN RD BIG POOL 21711-0000	Legal Description: 46.44 ACRES ROW E OF SHANKTOWN RD FT FREDERICK MT VIEW EST
Map:	Grid:	Parcel:
0045	0022	0173
Neighborhood:	Subdivision:	Section:
15010022.22	0148	
Block:	Lot:	Assessment Year:
	13	2018
Plat No:	Plat Ref:	
941		
Town: None		
Primary Structure Built	Above Grade Living Area	Finished Basement Area
1992	2,232 SF	
Property Land Area	County Use	
46.4400 AC		
Stories	Basement	Type
2	YES	STANDARD UNIT
Exterior	Quality	Full/Half Bath
FRAME/	4	2 full
Garage	Last Notice of Major Improvements	
1 Attached		
Value Information		
	Base Value	Value
		As of
		01/01/2018
Land:	73,500	73,500
Improvements	137,300	137,000
Total:	210,800	210,500
Preferential Land:	8,500	8,500
		210,500
		210,500
Transfer Information		
Seller: BRANCH DONOVAN N & JANE E	Date: 12/21/1990	Price: \$95,000
Type: ARMS LENGTH IMPROVED	Deed1: /01198/ 00735	Deed2:
Seller: LONG JOHN E	Date: 07/08/1988	Price: \$500
Type: NON-ARMS LENGTH OTHER	Deed1: /00882/ 00241	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Exemption Information		
Partial Exempt Assessments:	Class	07/01/2019
County:	000	0.00
State:	000	0.00
Municipal:	000	0.00 0.00
		0.00 0.00
Special Tax Recapture: AGRICULTURAL TRANSFER TAX		
Homestead Application Information		
Homestead Application Status: Approved 03/21/2011		
Homeowners' Tax Credit Application Information		
Homeowners' Tax Credit Application Status: No Application		
Date:		

1. This screen allows you to search the Real Property database and display property records.



Agenda Report Form

Open Session Item

SUBJECT: Lease of 18.8 Tillable Acres at 9238 Sharpsburg Pike

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: Todd Moser, Real Property Administrator, Andrew Eshleman, Director of Public Works

RECOMMENDED MOTION: Move to approve the request to proceed with the lease of 18.8 tillable acres at 9238 Sharpsburg Pike for the cutting of hay.

REPORT-IN-BRIEF: County staff has determined it would be cost beneficial to the County to lease 18.8 acres for the cutting of hay at 9238 Sharpsburg Pike to the rear of the Public Safety Training Center.

DISCUSSION: The County has been mowing three rear tracts of land on the property throughout the past year. Limited access to the rear tracts of land is no longer a concern due to the completion of the site work for the training center. A local farmer has verbally agreed to enter a five-year lease to cut hay on the property. The lease would allow the County to terminate the lease at any time with 60 days' notice to the leaseholder. Stipulations in the lease allow for walking trails and or any other training activities to take place on the 18.8 acres.

FISCAL IMPACT: Estimated \$3,000 in annual operational savings

CONCURRENCES: County Attorney's Office

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Draft Lease

AUDIO/VISUAL NEEDS: N/A

AGRICULTURAL LEASE

THIS AGRICULTURAL LEASE ("Lease") is made as of the _____ day of _____, 2020, between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland, 100 W. Washington Street, Hagerstown, Maryland 21740 (hereinafter referred to as "Landlord") and **Stone Wall Angus LLC** a Maryland Limited Liability Company, (hereinafter referred to as "Tenant").

SECTION 1 DEMISE

In consideration of the rents and covenants herein set forth, Landlord does hereby lease to Tenant and Tenant hereby leases and accepts from Landlord for a period of Five (5) years beginning on the 1st day of November 2020, and ending on the 31st day of October, 2025, unless this Lease shall be sooner terminated for any cause, at and for the rental and upon the other terms and conditions hereinafter set forth, the Eighteen point Eight (18.8) parcels of land generally considered farm or agricultural land (hereinafter the "Leased Premises") consisting of approximately Eighteen point Eight (**18.8**) tillable acres shown on attachment A situated in Election Districts No. 10 Washington County, Maryland. Said parcel being part of the lands which were conveyed unto the Board of County Commissioners of Washington County, Maryland, by deed recorded among the Land Records of Washington County, Maryland at Liber 5374, folio 077. The Leased Premises is also shown on Exhibit A attached hereto.

SECTION 2 RENT

Tenant shall pay as annual rent the sum of *One dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged.*

SECTION 3 TERMINATION

If at any time during the term of this Lease, the Landlord desires, at its sole and absolute discretion, to use the Leased Premises or a portion thereof for the improvements of 9238 Sharpsburg Pike, to include construction or use of the future public-safety training center, or for any other use that the Landlord determines is in its best interest, the Landlord may terminate this Lease upon giving sixty (60) days written notice to the Tenant. In the event of termination, the Landlord shall have no liability whatsoever for the loss of crops.

The Tenant may terminate this Lease at any time upon giving sixty (60) days written notice to the Landlord. Following the termination of this Lease as described in this section, neither party shall have any further obligations under the terms and conditions of this Lease.

SECTION 4

DUTIES OF TENANT

In addition to the covenants contained in other sections of this Lease, Tenant further agrees as follows:

- (a) Due to the uncertainty of the duration of this lease and the parties' right to terminate the same, the Leased Premises shall be used only for raising and cutting hay.
- (b) Tenant shall, cultivate, fertilize, cut and manage the Leased Premises in a good and workmanlike manner, according to the most approved and accepted methods and to keep the Leased Premises in good condition and not allow the land to be impoverished and to have the land arable at all times.
- (c) Tenant is responsible for the sole cost of any additional utilities that are required for Tenant's agricultural activity to include electric, plumbing and water costs.
- (d) In the event that Tenant desires to construct fences, such fences shall be completed at the sole cost and expense of the Tenant and the Tenant must receive written approval of the Landlord prior to the start of construction.
- (e) Tenant shall keep the Leased Premises neat and orderly.
- (f) Tenant shall maintain the Leased Premises in accordance with conservation practices recognized as acceptable by the Washington County Soil Conservation District.
- (g) Tenant shall follow other recognized practices to control soil erosion and comply with all regulations controlling fertilization.
- (i) Tenant may cultivate any fields suitable for cultivation and shall not cut nor remove any sod from the Leased Premises. Tenant shall not cut any live trees or on the Leased Premises nor excavate the Leased Premises nor remove any minerals from the ground. Tenant may trim branches and cut and dispose of dead trees on the leased tract. Tenant may remove any loose rocks that could cause damage to farm equipment.
- (j) Tenant shall not burn corn stalks, straw, or other crop residues grown on the farm, except by prior written approval of Landlord, but shall leave or spread all such material upon the land.

- (k) Tenant shall not break up established ditches or undertake any other operation that will injure the Leased Premises.
- (l) No hunting is allowed on the Leased Premises.
- (m) Tenant shall only use access road agreed to by Landlord to enter the property with farm equipment. No paved portion of road or parking lot is to be used by farm equipment.
- (n) Landlord may at any time construct walking trails on the leased Premises and conduct training activities with no compensation to the tenant for destroyed hay.
- (o) Tenant shall return the Leased Premises to the Landlord at the end of this Lease in as good a condition as when received.

SECTION 5

NO ASSIGNMENT OR SUBLETTING

Tenant shall not assign this Lease in whole or in part nor permit assignment thereof by operation of law, equity, or otherwise, nor sublet the whole or any part of the Leased Premises without the prior written approval of the Landlord.

SECTION 6

CONDEMNATION

If the whole or any part of the Leased Premises shall be taken under the power of eminent domain, or by private purchase in lieu thereof, this Lease shall terminate as to the part so taken on the day when Tenant is required to yield possession thereof. All compensation awarded for such taking shall belong to and be the property of the Landlord. A proportionate part of the rent shall be abated from and after the day of taking.

SECTION 7

INDEMNIFICATION

Except to the extent specifically limited by law, Tenant shall indemnify and save harmless Landlord and its contractors and subcontractors and its or their present and future controlling persons, commissioners, officers, elected officials, agents, and employees from and against any and all claims, actions, damages, liability and/or expense in connection with loss of life, personal injury and/or damage to property arising from or out of the condition of the Leased Premises or because of the occupancy or use by Tenant of the Leased Premises or any part thereof, or

occasioned wholly or in part by any act or omission of Tenant or Tenant's family or any of their agents, employees, invitees, or contractors or any other person on the Leased Premises during the term of this Lease.

Landlord shall not be liable for any loss or damage to any person or persons or to any property at any time located on the Leased Premises, whether due to theft or suffered by reason of fire, water, rain, snow, hail, lightening, vermin, any animals on the Leased Premises, or any other cause.

SECTION 8 INSURANCE

Tenant shall maintain, at Tenant's expense, the following policies of insurance, written by insurance companies licensed in the State of Maryland, with AM Best rating of A- or better, acceptable to the County:

1. A policy of Comprehensive General Liability Insurance with minimum limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage. Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees and name Washington County on the policy as additional insured against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons for care and loss of services arising in any way, out of, or in connection with or resulting from any activity on or about the Leased Premises.
2. Workers Compensation and Employers Liability Policy, with minimum limits of \$100,000 (each accident), \$500,000 (disease—policy limit), \$100,000 (disease—each employee).
3. Business Automobile Liability coverage for all leased, owned, non-owned and hired vehicles, with \$1,000,000 combined single limit for Bodily Injury or Property Damage.

Tenant shall provide a Certificate of Insurance evidencing such coverage that adds the County as additional insured and list the Board of County Commissioners of Washington County, MD as a Certificate Holder. The stated limits represent minimum coverages, they do not relieve or decrease the liability of the Tenant, and the County makes no representation whether the specified policies or limits are adequate to protect the liabilities of the Tenant.

Tenant shall not do or suffer to be done or keep or suffer to be kept anything in, upon, or about the Leased Premises which may contravene the terms of any hazard or liability insurance policies Landlord may have or may obtain during the term of this Lease or any extension thereof,

or which will prevent Landlord from procuring insurance in companies acceptable to Landlord at standard rates.

SECTION 9 NO ENCUMBRANCES

Tenant shall not execute any chattel mortgage or other security agreement or encumbrance that would attach to the leasehold estate, the Leased Premises, or any crops thereon or permit any chattel mortgage or other security agreement or encumbrance to attach thereto.

SECTION 10 LANDLORD'S REMEDIES ON DEFAULT BY TENANT

- A. Tenant agrees that in the event he should be in default under any of the terms, provisions, covenants or conditions of this Lease, or have otherwise breached this Lease that:
- (i) Landlord shall, in addition to every remedy now or hereafter available at law or in equity, have all of the rights and remedies set forth in this Lease, which shall be deemed cumulative and not exclusive of those available at law or in equity.
 - (ii) Landlord may, at its sole and absolute discretion, after having given Tenant ten (10) days written notice, terminate this Lease and have the right to immediate possession of the Leased Premises. No such recovery of possession of the Leased Premises shall deprive Landlord of any other action against Tenant for possession, rent and/or damages. If Tenant abandons the Leased Premises and cannot with reasonable diligence be located within ten (10) days after abandonment of the Leased Premises, Landlord may, at its sole and absolute discretion, terminate this Lease and have the right to immediate possession of the Leased Premises without notice to the Tenant, or by such substituted notice as the law shall provide or allow.
 - (iii) Landlord may, at its sole and absolute discretion and option, after having given Tenant ten (10) days written notice, terminate this Lease, or, without terminating this Lease, relet the Leased Premises or any part of the Leased Premises, upon such terms and conditions, and at such rental as the Landlord may deem advisable. The term of such reletting may be for a term beyond the term of the Lease. If the Landlord chooses to relet the Leased Premises, Tenant shall be immediately liable for any and all expenses of reletting.

- (iv) Landlord shall have the right to own or possess at Landlord's option all Hay, both harvested and unharvested; the right to remove all property and persons from the Leased Premises; and the right to store in a public warehouse at Tenant's expense all property so removed.
- (v) Landlord shall also have the right, at Tenant's sole expense, to restore and/or put the Leased Premises or any part of the Leased Premises in good condition and repair.

B. Each of the following shall be deemed default by Tenant under this Lease:

- (i) If the rent, in whole or in part, shall be in arrears and unpaid for the period of ten (10) days;
- (ii) If Tenant shall fail to comply with any of the terms, provisions, covenants, or conditions of this Lease and such default shall continue for the period of ten (10) days after written notice to Tenant;
- (iii) If there is filed by or against Tenant a petition in bankruptcy or insolvency proceedings or a petition, answer, or other pleading seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under the federal bankruptcy laws or under any state insolvency law;
- (iv) In the event Tenant makes an assignment or arrangement or executes a deed of trust for the benefit of creditors; or
- (v) If Tenant becomes insolvent or is unable to pay debts as they mature.

SECTION 11

ENTRY BY LANDLORD

If Tenant does not perform any covenant or obligation required of Tenant by this Lease or by law, Landlord shall have the right to perform such covenant or obligation and to enter the Leased Premises for such purposes, after having given Tenant ten (10) days' notice; except that no notice shall be required in the event of an emergency. The cost thereof to Landlord shall be deemed to be additional rent payable by Tenant and shall bear interest at the rate of one and one-half percent (1.5%) per annum from the date the costs are incurred.

Landlord shall have the right to inspect the Leased Premises at any reasonable time during the term of this Lease or any extension thereof but shall not have any duty to inspect or repair same for any purpose whatsoever, except as is specifically set forth herein.

SECTION 12 WAIVERS

Waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or any of subsequent breach of the same covenant or duty.

SECTION 13 NOTICES

All notices required under this Lease shall be in writing and shall be considered proper, adequate and effective if and when mailed by United States mail, certified mail, return receipt requested, postage prepaid, as follows:

If to Landlord: Todd Moser
Real Property Administrator, Washington County
80 W Baltimore Street
Hagerstown, MD 21742

If to Tenant:

or such other address as the parties above shall have furnished to the other in writing.

SECTION 14 COMPLETE AGREEMENT

This Lease contains the final and entire agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, representations, or warranties not written herein, and this Lease cannot be changed or modified except by a written instrument subsequently executed by the parties hereto. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind shall not be binding upon either party except to the extent incorporated in this Lease.

SECTION 15 BINDING EFFECT

This Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, successors, and permitted assigns, provided that no rights shall inure to any successor or assign of Tenant unless specifically approved in writing by Landlord. If

Tenant shall consist of more than one person or entity, they shall be bound jointly and severally for performance of the obligations of Tenant hereunder.

SECTION 16 APPLICABLE LAW

This Lease shall be governed, construed and controlled by the laws of the State of Maryland.

SECTION 17 EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this Lease will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Lease is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION 18 MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION 19 CAPTIONS

The captions appearing in the Lease are inserted only as a matter of convenience and do not limit, construe, or describe the scope or intent of the Sections of this Lease nor in any way affect this Lease.

SECTION 20 TIME IS OF THE ESSENCE

Time is of the essence of each and every obligation of the Tenant.

WITNESS the hands and seals of the parties hereto as of the day and year first above written.

ATTEST:

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

Krista Hart, Clerk

BY: _____ (SEAL)
Jeffery A. Cline, President

WITNESS/ATTEST:

**TENANT
STONE WALL ANGUS, LLC**

Recommended for approval:

Todd Moser, Real Property Administrator
Division of Engineering

Approved as to form and
legal sufficiency:

BY: _____
B. Andrew Bright
Assistant County Attorney

DRAFT

9238 Sharpsburg Pike





Agenda Report Form

Open Session Item

SUBJECT: Resolution for Volvo/Mack expansion in Washington County

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: Susan Small, Director of Business Development

RECOMMENDED MOTION: Approve the Resolution for endorsement of Washington County's local contribution of \$139,570 (10%) of the requested Loan amount from the State of Maryland's Maryland Economic Development Assistance Authority Fund (MEDAAF).

REPORT-IN-BRIEF: Requesting support of an expansion project with Volvo/Mack Trucks for the Automated Manual Transmission Gear & Shaft Machining project.

DISCUSSION: The Maryland Department of Commerce ("Commerce") approved \$8,600,000 of assistance on September 4, 2013, to be used by Volvo/Mack Trucks (the "Company") for a series of contemplated projects at the Hagerstown facility (the "Project Site") that would increase employment and capital investment. Of the original \$8,600,000 approved, \$4,000,000 was funded for identified projects on June 23, 2014. After a period of time had passed with no new projects (2 years), the Company agreed to a rescission of \$2,600,000 on September 6, 2016. At the rescission meeting it was agreed that the remaining \$2,000,000 would be held open through 2019 for any future projects under consideration. In the fall of 2019 the Company brought forward a new project and requested use of some of the remaining funds.

The Company has made a request to Commerce to use \$1,395,700 of the remaining \$2,000,000 for a new project at the Hagerstown facility to assist with the cost of expanding their automated manual transmission gear machining process (the "Project"). The Project will create an additional 85 new jobs and leverage an additional \$14,000,000 of capital spending (the "Project Costs") at the Project Site.

The State's MEDAAF Loan will have a term of ten (10) years with an interest rate of 3% fixed per annum which would be accrued and deferred over the term of the Loan. The Loan is conditioned on the Company incurring at least \$14,000,000 of additional capital spending and creating an additional 85 new full-time permanent positions for a total of 1,549 full-time permanent positions at the Project Site by December 31, 2020, and retaining that amount over the term of the Loan.

If all the employment and capital spending benchmarks are met over the term of the Loan, all outstanding deferred principal and accrued interest would be forgiven at the end of the Loan term. If the Company falls below the benchmarks, it would be required to repay \$5,000 principal plus the associated portion of accrued interest due for each permanent full-time position less than 1,549. If the capital spending requirement is not met or employment falls below 1,464 after December 31, 2020, the Loan would be required to be repaid in full. Washington County will provide a local contribution of at least \$139,570 (10%) of the requested Loan amount. In accordance with Md. Code, Economic Development Article, Section 5-319(d), the County is required to endorse the making of the MEDAAF Loan for the Project and approve the required local match.

FISCAL IMPACT: Funding would be provided through the Hotel Rental Tax Fund

CONCURRENCES: Kirk Downey, County Attorney/Interim County Administrator

ALTERNATIVES: Decline to approve Resolution

ATTACHMENTS: Resolution



Agenda Report Form

Open Session Item

SUBJECT: P25 450 MHz Public Safety Radio System, Consultant Funding Request

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: Mark Madeo – Deputy Director, Wireless Communications; R. David Hays - Director, Division of Emergency Services (DES)

RECOMMENDATION: To authorize funding in the amount of \$100,000.00 to secure contractual Radio System Engineering Services.

REPORT-IN-BRIEF: The County's 450 MHz, P25 Digital Radio System, which serves as the primary radio system for Public Safety is nearing its 14th year of service since its original installation. In so much, several areas of Washington County had marginal radio system coverage due to mountainous terrain and the need for directional antennas to keep radio signals from interfering with other jurisdictions. One area where radio system reception and transmission is questionable is the southern areas of Washington County. There are several other areas throughout the County where improved performance could be improved, however the southern areas of the County are most pressing due to call volumes on the Potomac River, C&O Canal and Appalachian trails.

Compounding the initial radio system weaknesses, over 10 years of vegetative growth has continued to occur. A recent review of system issues seems indicate a possibility that this growth is contributing to decreased system function and performance issues in South County.

DISCUSSION: Director Madeo of Wireless Communications has created a CIP project, whereas, the P25 digital radio system would be reviewed by a specialized engineer who would draft recommendations on improvements and updates to our Public Safety Radio System. This study is needed to aid County Staff in addressing the needed updates and improvements to the system. Timing of this study is of great significance, as the study needs to have the benefit of an analysis during heavy tree foliage and vegetation states.

Awaiting future funding in the FY22 budgeting process, the study could not occur until the spring of 2022 due to the timing of heavy vegetation and foliage conditions. This would push correction of the issues to the FY23 Budget cycle, which is more than 24 months out.

FISCAL IMPACT: \$100,000.00

CONCURRENCES: CFO

ALTERNATIVES: N/A

ATTACHMENTS: None



Agenda Report Form

Open Session Item

SUBJECT: Utility Vehicle Purchase/Replacement

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: R. David Hays - Director, Division of Emergency Services (DES)

RECOMMENDATION: To authorize a budget transfer in the amount of \$41,500.00 for the replacement of a 2003 GMC 4-wheel drive utility vehicle utilized by the Division of Emergency Services that was authorized in FY20 budget.

REPORT-IN-BRIEF: In January of 2020, the BOCC authorized the Division of Emergency Services to purchase a vehicle which would replace a vehicle that was 18 years old and had suffered significant engine damage. The purchase cost for the replacement vehicle would be covered by budget savings resulting from unused firefighter salaries in FY20 and the sale of the existing vehicle asset. The vehicle has since been delivered and funding re-alignment is necessary to facilitate payment of the invoice.

DISCUSSION: The funding that was moved into the 11525 Operating Budget by the original budget transfer for the replacement of the vehicle was not moved to the DES CIP Budget at year-end closeout. The budget transfer submission by DES would be needed to secure the vehicles funding in FY21 Budgets due to the vehicles delayed delivery due to COVID 19 factory shutdowns.

The division does not currently have sufficient CIP reserves to access for this purchase.

FISCAL IMPACT: None

CONCURRENCES: CFO

ALTERNATIVES: N/A

ATTACHMENTS: Budget Adjustment – Special Operations Vehicle Funding FY21



Washington County, Maryland Budget Adjustment Form

Print Form

- ☐ Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- ☒ Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Transaction/Post -Finance	<input type="text"/>
Deputy Director - Finance	<input type="text"/>
Preparer, if applicable	R. David Hays <small>Digitally signed by R. David Hays Date: 2020.10.07 13:43:48 -04'00'</small>

Department Head Authorization	<input type="text"/>
Division Director / Elected Official Authorization	R. David Hays <small>Digitally signed by R. David Hays Date: 2020.10.07 13:43:59 -04'00'</small>
Budget & Finance Director Approval	<input type="text"/>
County Administrator Approval	<input type="text"/>
County Commissioners Approval	<input type="text"/>

Required approval with date	<input type="text"/>
If applicable with date	10/07/2020
Required approval with date	<input type="text"/>
Required approval with date	<input type="text"/>
Required > \$ 25,000 with date	<input type="text"/>

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
535060	10	11525				Fire - Uniforms	-30,000
600300	10	11430				Special Operations - Vehicles	30,000
599999	10	11520				EMS - Controllable Assets	-11,500
600300	10	11430				Special Operations - Vehicles	11,500

Explain Budget Adjustment	This vehicle was approved for purchase by the BOCC in the FY20 Budget. Due to delays in manufacturing from COVID19, the vehicle did not deliver prior to July 1, 2020. A transfer of funds is needed to cover the loss of carryover funding from FY20. The carry-over of funds should have been moved to CIP by DES and that transfer was overlooked during FY21 budgeting. Transfer of funds will delay the purchase of U-Capit Machine for EMS Supplies. MMC does not
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Required Action by County Commissioners	<input type="radio"/> No Approval Required	<input checked="" type="radio"/> Approval Required	Approval Date if Known	<input type="text"/>
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Agenda Report Form

Open Session Item

SUBJECT: EMS Health Insurance Update

PRESENTATION DATE: October 27, 2020

PRESENTATION BY: R. David Hays, Director, Emergency Services; Robert Buck, EMS Committee Chair (WCVFRA); Gary L. Hoffman Jr., Williamsport Fire and EMS

RECOMMENDATION: Motion to approve the continued reimbursements to the EMS companies' full time health, dental, vision A&D, including short and long term disability insurance cost. Reimbursements will not be continued for cost associated with plans outside of those submitted in the attached insurance plan documents.

REPORT-IN-BRIEF: After thorough evaluation of options for the County to participate as either purchaser or broker for insurance plans for the 8 independent EMS Companies employees, it has been determined through legal counsel that in fact the County cannot act in either of the two above capacities.

In light of the above, the WCVFRA ALS Subsidy Workgroup has continued to meet to evaluate and ultimately select plan options for the above listed items that would be submitted to the BOCC as reimbursable moving forward. The intended use of this new EMS funding has been to further improve the ability of the EMS corporations to provide consistent benefits to all of their full time EMS field providers.

DISCUSSION: At a recent meeting held on October 14th, 2020, the ALS Subsidy Group met to complete a final review of the plan selected by the 8 EMS Companies. In February of 2020, all 8 EMS Companies selected the plans submitted today as the desired plan that they would utilize for future reimbursements.

There is no requirement that a company must participate in the selected plan. An EMS Company that chooses another plan option and would cover the associated cost using their own funding; as those plans were not vetted through a comparative analysis relative to plan benefits and associated cost.

FISCAL IMPACT: \$1,000,000.00

CONCURRENCES: Chief Financial Officer, Director of Emergency Services

ALTERNATIVES: Continue with funding allocations for existing EMS Company plans.

ATTACHMENTS: EMS insurance cost breakdown and cost analysis

Washington County EMS - Total benefits cost

MEDICAL BENEFITS

	CENSUS	MONTHLY PREMIUM EACH	EMPLOYER MONTHLY COST	EMPLOYEE MONTHLY COSTS	EMPLOYEE BI-WEEKLY COSTS	OPT OUT OPTION	
EMPLOYEE ONLY	51	\$680.71	\$621.04	\$59.67	27.54	EMPLOYEE ONLY, EMPLOYEE/SPOUSE	\$700 PER YEAR
EMPLOYEE & 1 CHILD OR CHILDREN	2	\$1,259.32	\$1,150.73	\$108.59	50.12	FAMILY	\$1000 PER YEAR
EMPLOYEE & SPOUSE	6	\$1,565.64	\$1,448.69	\$116.95	53.98		
EMPLOYEE & FAMILY	13	\$1,905.99	\$1,737.73	\$168.26	77.66		
TOTAL MONTHLY PREMIUMS	72	\$71,406.56	\$65,257.13	\$6,149.43			
TOTAL ANNUAL PREMIUMS		\$856,878.72	\$783,085.56	\$73,793.16			

DENTAL

	CENSUS	MONTHLY PREMIUM EACH	EMPLOYER MONTHLY COST	EMPLOYEE MONTHLY COSTS	EMPLOYEE BI-WEEKLY COSTS
EMPLOYEE ONLY	51	\$34.47	21.05	\$13.42	6.19
EMPLOYEE & 1 CHILD OR CHILDREN	2	\$82.73	58.92	\$23.81	10.99
EMPLOYEE & SPOUSE	6	\$68.94	43.31	\$25.63	11.83
EMPLOYEE & FAMILY	13	\$134.43	97.56	\$36.87	17.02
TOTAL MONTHLY PREMIUMS	72	\$4,084.66	\$2,719.53	\$1,365.13	
TOTAL ANNUAL PREMIUMS		\$49,015.92	\$32,634.36	\$16,381.56	

VISION

	CENSUS	MONTHLY PREMIUM EACH	EMPLOYER MONTHLY COST	EMPLOYEE MONTHLY COSTS	EMPLOYEE BI-WEEKLY COSTS
EMPLOYEE ONLY	51	\$7.82	\$4.52	\$3.30	1.52
EMPLOYEE & 1 CHILD OR CHILDREN	2	\$15.64	\$10.16	\$5.48	2.53
EMPLOYEE & SPOUSE	6	\$14.86	\$9.63	\$5.23	2.41
EMPLOYEE & FAMILY	13	\$22.99	\$14.79	\$8.20	3.78
TOTAL MONTHLY PREMIUMS	72	\$818.13	\$500.89	\$317.24	
TOTAL ANNUAL PREMIUMS		\$9,817.56	\$6,010.68	\$3,806.88	

LIFE

	CENSUS	TOTAL MONTHLY PREMIUM	TOTAL YEARLY PREMIUM
EMPLOYEE ONLY	72	\$1,332.00	\$15,984.00

AD&D

	CENSUS	TOTAL MONTHLY PREMIUM	TOTAL YEARLY PREMIUM
EMPLOYEE ONLY	72	\$180.00	\$2,160.00

SHORT TERM DISABILITY

	CENSUS	TOTAL MONTHLY PREMIUM	TOTAL YEARLY PREMIUM
EMPLOYEE ONLY	72	\$2,650.75	\$31,809.00

LONG TERM DISABILITY

	CENSUS	TOTAL MONTHLY PREMIUM	TOTAL YEARLY PREMIUM
EMPLOYEE ONLY	72	\$4,329.55	\$51,955.00

TOTAL COSTS	
MEDICAL, DENTAL, VISION	\$915,712.20
LIFE, AD&D, STD, LTD	\$101,908.00
ALL INSURANCES	#####
EMPLOYEE CONTRIBUTIONS	\$93,981.60

TOTAL AMOUNT NEEDED	\$923,638.60
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