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BOARD OF COUNTY COMMISSIONERS

September 15, 2026

OPEN SESSION AGENDA

- 10:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *August 11, 2026*
- 10:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 AM STAFF COMMENTS
- 10:20 AM 1. MACO ANNUAL VISIT TO WASHINGTON COUNTY
MC Keegan-Ayer, President; Michael Sanderson, Executive Director, Maryland Association of Counties (MACo)
- 10:30 AM 2. PROCLAMATION PRESENTATION TO GEORGENE CHARLES
Board of County Commissioners to Georgene Charles, Memorial Illumination at the Antietam National Battlefield
- 10:35 AM 3. PROCLAMATION FOR CITIZENS' EMERGENCY PREPAREDNESS MONTH
Board of County Commissioners to Alan Matheny, Director, Emergency Management

Convene as the Board of Health

- 10:40 AM 4. PERFORMANCE INCENTIVE GRANT FUND (PIGF)
Earl Stoner, Health Officer, Washington County Health Department; Laura Sheffield-Bishop, Director, Behavioral Health Services

Reconvene as the Washington County Board of County Commissioners

- 10:45 AM 5. FY27 CSO SUPPORT GRANT
Lt. Benjamin Jones, Washington County Sheriff's Office; Carsten Ahrens, Senior Grant Manager, Grant Management
- 10:50 AM 6. MARYLAND 9-1-1 BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
Alan Matheny, Director, Emergency Management; Richard Lesh, Grant Manager, Grant Management

- 10:55 AM 7. WESTERN MD ECONOMIC FUND (GEORGE EDWARDS FUND) APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
Maria Kramer, Director, Grant Management; Jonathan Horowitz, Director, Business and Economic Development
- 11:00 AM 8. LOCAL MANAGEMENT BOARD – BYLAWS REVISION
Richard Lesh, Grant Manager, Grant Management; Carsten Ahrens, Senior Grant Manager, Grant Management
- 11:05 AM 9. AWARD OF MDE’S AREA WIDE OPTIMIZATION PROGRAM (AWOP) AWARD TO THE SHARPSBURG WATER TREATMENT PLANT
David Mason, Interim Director, Environmental Management; Davina Yutzy, Deputy Director, Water Quality; Marissa Diggins, Regulatory and Compliance Engineer, Maryland Department of the Environment
- 11:10 AM 10. 40 WEST LANDFILL PAVING
David A. Mason, Interim Director, Environmental Management
11. 40 WEST PRETREATMENT FACILITY
David A. Mason, Interim Director, Environmental Management
- 11:20 AM 12. CONTRACT BID AWARD (PUR-1836) HAULING/RECYCLING OF SCRAP TIRES FROM THE FORTY WEST LANDFILL
Brandi Kentner, Director, Procurement; David Mason, Interim Director, Environmental Management
13. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-26-0347) – LEASE FOR ONE (1) NEW JOHN DEERE 410P WHEEL LOADER BACKHOE
Brandi Kentner, Director, Procurement; David Mason, Interim Director, Environmental Management
14. BID AWARD (PUR-1818) ANTIETAM CREEK WATER TRAIL PARK
Brandi Kentner, Director, Procurement; Andrew Eshleman, Director, Public Works
15. SOLE SOURCE PROCUREMENT (PUR-1845) KEYSTONE FIRE MOBILE DISPATCH AND DATA SOFTWARE
Brandi Kentner, Director, Procurement; R. David Hays, Director, Emergency Services
- 11:35 AM 16. CONTRACT RENEWAL (PUR-1569) – UNIFORMS FOR WASHINGTON COUNTY SHERIFF’S OFFICERS
Carin Bakner, Buyer, Procurement; Sheriff Brian Albert, Washington County Sheriff’s Office

- 11:40 AM 17. CONTRACT AWARD (PUR-1831) – BULK DELIVER OF ROAD SALT
Carin Bakner, Buyer, Procurement; Zane Rowe, Deputy Director, Highways Department
- 11:45 AM 18. HIRING RECOMMENDATION FOR DEPUTY DIRECTOR, AIRPORT
Chip Rose, Director, Human Resources
19. HIRING RECOMMENDATION FOR ASSISTANT COUNTY ATTORNEY
Chip Rose, Director, Human Resources; Zachary Kieffer, County Attorney
20. HIRING RECOMMENDATION FOR DIVISION DIRECTOR OF ENVIRONMENTAL MANAGEMENT
Chip Rose, Director, Human Resources
- 11:50 AM 21. REAPPOINTMENT – WASHINGTON COUNTY POLICE ACCOUNTABILITY BOARD
Rosalinda Pascual, Deputy County Attorney
22. APPOINTMENT- WASHINGTON COUNTY ADMINISTRATIVE CHARGING COMMITTEE
Rosalinda Pascual, Deputy County Attorney
- 11:55 AM 23. WASHINGTON COUNTY BOARD OF SOCIAL SERVICES – REAPPOINTMENT
Dawn L. Marcus, County Clerk
- 12:00 PM 24. ADOPTION OF FINDINGS OF FACT AND DECISION FOR ZONING MAP AMENDMENT RZ-26-003
Zachary Kieffer, County Attorney
- 12:05 PM 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. (1) Personnel matters are confidential.*
- *Reclassification of County position*
 - *Discussion of personnel matter within County government*
 - *Discussion of personnel matter within division of County government*
- To consider the acquisition of real property for a public purpose. (3) Open session discussion would disclose County negotiation strategy and weaken bargaining position.*
- *Consideration of potential acquisitions of real property for various public purposes.*

To consult with counsel to obtain legal advice on a legal matter (7). Open session discussion would breach attorney/client confidentiality.

- *Legal advice pertaining to County contract negotiation*
- *Legal advice re statutory interpretation*
- *Legal advice pertaining to County-involved legal matter)*

1:45 PM RECONVENE IN OPEN SESSION

ADJOURNMENT

Citizens' comments regarding the items on this Agenda or any other item of County business may be directed to: contactcommissioners@washco-md.net.

You may also contact each Commissioner individually at:

John F. Barr, President: jbarr@washco-md.net or (240) 313-2205;

Jeffrey A. Cline, Vice President: jcline@washco-md.net or (240) 313-2208;

Neil C. Parrott, Commissioner: nparrott@washco-md.net or (240) 313-2206;

Randal A. Leatherman, Commissioner: rleatherman@washco-md.net or (240) 313-2209;

Randall E. Wagner, Commissioner: rwagner@washco-md.net or (240) 313-2207.

Additionally, you may contact Michelle Gordon, County Administrator at mgordon@washco-md.net or (240) 313-2202.



Agenda Report Form

Open Session Item

SUBJECT: MACo Annual Visit to Washington County

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: MC Keegan-Ayer, President; Michael Sanderson, Executive Director, Maryland Association of Counties (MACo)

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: During this visit, MACo takes the opportunity to hear about issues and concerns that the Members may have on state policy issues, MACo's conferences and events, and so forth. They usually give a state legislative and budget update, and a look forward to the next session of the General Assembly, but they are glad to focus on topics that are of specific local interest, as needed. Updates are given on MACo's legislative activities, and we look to hear from elected officials about their needs and interests for the coming year. These visits help inform MACo's work and are valuable updates and exchanges for our members.

DISCUSSION: N/A

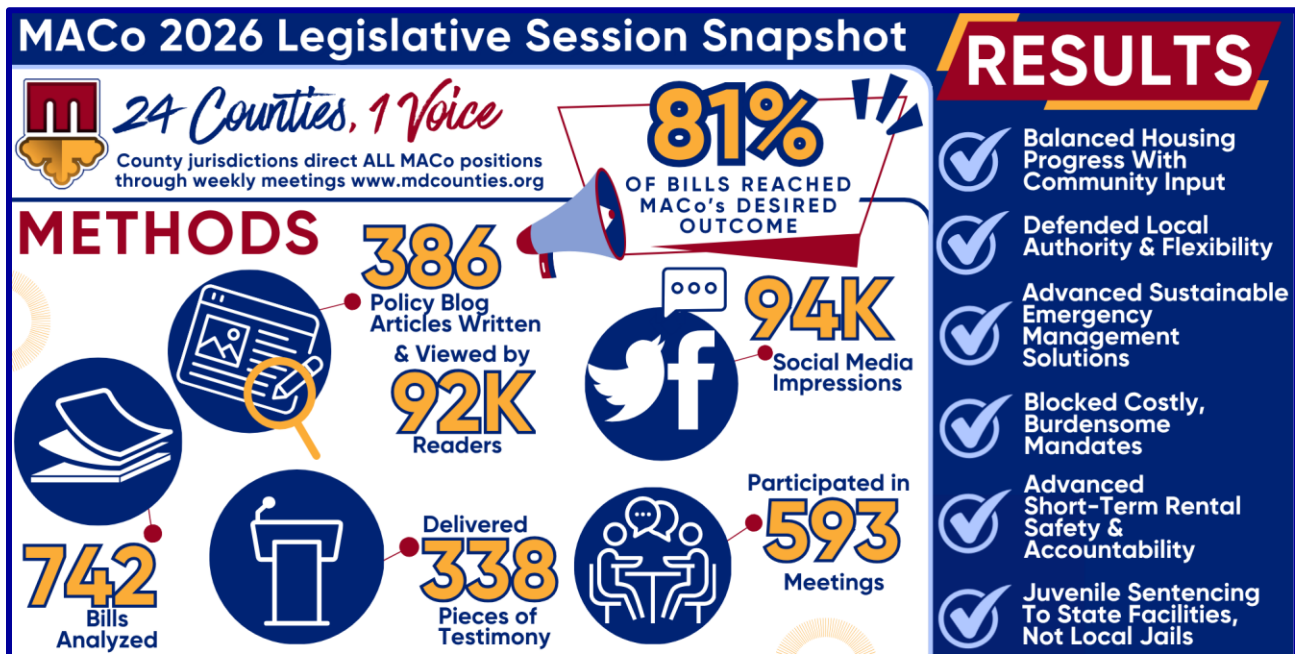
FISCAL IMPACT: N/A

CONCURRENCES: N/A

ATTACHMENTS: MACo 2026 Road Trip

Maryland Association of Counties (MACo)

The Honorable MC Keegan-Ayer, Frederick County Council Member and 2026 MACo President
Michael Sanderson, MACo Executive Director



Some Good Outcomes	Some Hard-Fought Compromises	Some Lingering Issues
Focus on housing yields workable bills, after compromises – avoids most “intrusive” ideas	Multiple suggestions to shift costs to counties rejected, but threat still looming in tight times	State’s fiscal situation looms as massive central issue for 2027 session... Structural problems
State adopted smart plan to properly house incarcerated juveniles, keep them out of local jails	Amidst energy debate, mandated rooftop solar process softened, and funding still required	Blueprint education plan roll-out continues, with evaluation late this year and fiscal pressures up
Defeated <u>multiple</u> costly mandates and burdens on counties as employers, lawsuit defendants, and service providers – as always	Aggressive mandate for Assisted Outpatient Treatment removed, but multi-year phase-in will pressure counties a lot in the coming years	Compromise plan for supporting incarcerated individuals’ treatment stalled (again) but stakeholders aligned behind one good option

Officers and Executive Committee:



MC Keegan-Ayer

President, MACo
Council Member
Frederick County



Lenny Pfeffer

First Vice President, MACo
Council President
Dorchester County



Paul Edwards

Second Vice President, MACo
Chair, Board of
Commissioners
Garrett County



Steuart Pittman

Secretary, MACo
County Executive
Anne Arundel County



Craig Mathies

Treasurer, MACo
Commissioner
Somerset County



Jack Wilson

Past President, MACo
Commissioner
Queen Anne's County



2026 MACo Board of Directors

Board Members:



Sharon Green Middleton
Council Vice President
Baltimore City



Reuben Collins II, Esq.
Commissioner President
Charles County



Bob Cassilly
County Executive
Harford County



Calvin Ball
County Executive
Howard County



Marc Elrich
County Executive
Montgomery County



Aisha Braveboy
County Executive
Prince George's County



James (Randy) Guy
President, Commissioners of
St. Mary's County



John Barr
Commissioner President
Washington County



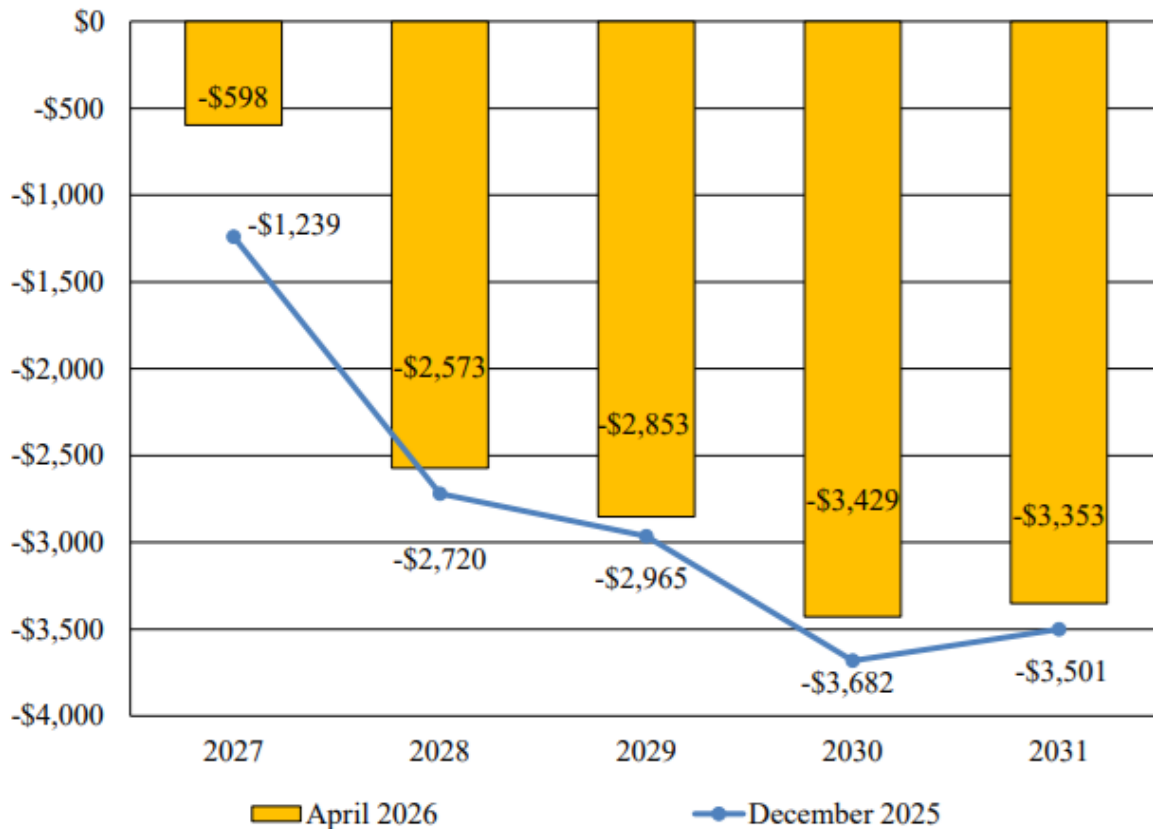
Chip Bertino
Commissioner
Worcester County



Julie Giordano
County Executive
Wicomico County

The Legislative Crystal Ball: Looking Ahead at the State's Fiscal Picture

**Exhibit A-1.7
General Fund Structural Budget Outlook
Fiscal 2027-2031
(\$ in Millions)**



Source: Department of Legislative Services

Exhibit A-1.8 shows further detail regarding the general fund budget outlook. Following the General Assembly's actions, fiscal 2027 is projected to end with a general fund balance of \$201 million. Between fiscal 2027 and 2031, ongoing spending is projected to grow at an average annual rate of 5.6%, outpacing ongoing revenues, which are estimated to grow at an average annual rate of 3.5%. The structural gap grows substantially beginning in fiscal 2028 as the Blueprint costs exceed the available Blueprint revenues and nearly \$2.6 billion of general funds are required to close the overall structural gap.

from The 90 Day Report, published April 2026 by the Department of Legislative Services

[2026 End of Session Wrap-Up:](#) [Housing and Community Development](#)

[Dominic Butchko](#) | April 15, 2026 | [County News](#) / [Housing and Community Development](#) / [MACo Testimony](#)

The segments below provide a brief overview of MACo's work on housing and community development policy in the 2026 General Assembly session.

Counties are on the front lines of Maryland's housing challenges—working to expand affordability, revitalize communities, and respond to persistent issues like vacancy, blight, and displacement. Through its advocacy, MACo supports policies that strengthen local capacity to deliver housing solutions, invest in community development, and address the full continuum of housing needs.

In the 448th legislative session, housing remained a central focus, shaped by ongoing affordability pressures, supply constraints, and growing demand for state intervention. The General Assembly advanced a wide range of proposals from production incentives and tenant protections to tools aimed at revitalizing distressed properties, many of which rely on counties for implementation and oversight.



Amid these evolving priorities, MACo worked to ensure that new policies are both actionable and responsive to local conditions. MACo's legislative committee guided the association's positions on hundreds of bills, helping to refine legislation, promote flexible tools, and reinforce the essential role counties play in turning housing policy into meaningful, on-the-ground results.

Follow these links for more coverage on our [Conduit Street](#) blog and [Legislative Database](#).



MACo supported HB 85/SB 511 – Corporations and Associations – Cooperative Limited Equity Housing Corporations – Establishment with amendments. This bill establishes a process for converting certain entities into Cooperative Limited Equity Housing Corporations (CLEHCs). MACo's amendments aligned local authority over CLEHCs with the existing framework that governs condominium regimes to promote long-term affordability. **This bill DID pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 153/SB 12 – Residential Rental Apartments – Air-Conditioning Requirement with amendments. This bill will establish state minimum air conditioning requirements for apartment buildings of 10 units or greater. MACo’s amendment preserved counties’ ability to set stronger standards than the State. **This bill DID pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 548/SB 325 – Land Use – Permitting – Development Rights (Maryland Housing Certainty Act) with amendments. This bill would have overturned existing Maryland case law by establishing an earlier vesting standard for residential projects and adjusting impact fee and excise tax payment timing to the issuance of a use and occupancy permit. MACo’s amendments moved the legislation in a more workable, predictable, and fiscally responsible direction. **This bill DID pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo opposed HB 1538 – Land Use – Accessory Dwelling Units – Requirements and Prohibitions (Maryland Generational Housing Act of 2026). This bill would have required local governments to allow both an internal and external accessory dwelling unit on single-family lots regardless of density limits. Additionally, it would have restricted new parking requirements and allowed ADUs to share utility meters and lines with the main house. HB 1538 would have effectively tripled the density allowed in any area zoned for single-family zoning. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo opposed HB 778 – Land Use – Middle Housing Options – Requirements. This bill would have imposed a sweeping, one-size-fits-all zoning mandate that limited local planning discretion, created implementation uncertainty, and risked unintended fiscal, infrastructure, and public safety consequences by effectively eliminating single-family zoning. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported SB 267 – Land Use – Residential Housing – Oversight and Approval (Building Affordably in My Back Yard Act). BAMBY is a comprehensive, locally grounded package that would have advanced a balanced housing strategy by empowering counties to speed housing production, deploy practical market tools, align state actions with local realities, and pair growth with sensible renter protections. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 239/SB 36 – Land Use – Zoning – Limitations (Starter and Silver Homes Act of 2026) with amendments. This bill would have made several sweeping changes to the land use article and zoning authority, effectively increasing density in single family zones. As key implementers of land use policy, counties offered amendments to refine the bill, ensuring its smooth administration, and reducing operational and fiscal risks for communities. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo submitted a letter of information on HB 993/SB 666 – Real Property – Short-Term Rentals to offer guardrails that allow limited tenant participation in the short-term rental economy while preserving local land use authority and protecting the supply of attainable housing. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo submitted a letter of information on HB 691 – State Government – Procedures – Permitting Efficiency for Housing Development Projects. The bill would have allowed state departments to review and analyze housing-related permitting processes and to implement streamlining measures intended to speed up reviews. MACo’s letter emphasized the importance of ensuring that any delegated responsibilities are clearly defined, adequately funded, and structured to avoid unintended cost shifts to local governments. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 402/SB 981 – Common Ownership Communities – Oversight, Governing Document Database, and Local Commissions with amendments. This bill would have established the Common Ownership Community Oversight Division within the Department of Housing and Community Development to oversee common ownership communities, handle complaints, collect and publish community governance documents, and set standards for local oversight commissions. As drafted, HB 402 would have preempted local existing Common Ownership Community Commissions. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 1501 –Department of Housing and Community Development – Homeless Shelter Certification with amendments. This bill would have granted DHCD broad authority to regulate homeless shelters. To preserve established emergency response practices while advancing the bill’s broader goals, counties requested targeted amendments to exempt emergency disaster shelters from the proposed licensing requirements. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 1188 – Excess Ownership of Single-Family Residences Excise Tax (End Hedge Fund Control of Maryland Homes Act of 2026). This bill sought to establish commonsense guardrails on large hedge funds from purchasing a disproportionate amount of any county’s housing supply. This bill would have addressed housing affordability challenges by targeting high-volume acquisitions by large investment firms which contribute to rising housing costs and reduced availability for homebuyers. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 774/SB 462 – Landlord and Tenant – Residential Leases and Holdover Tenancies – Local Good Cause Termination (Good Cause Eviction). The bill would have authorized counties to establish laws preventing landlords from failing to renew or terminating leases without just cause. This measure would have helped counties protect vulnerable residents and tailor solutions to the unique needs of their communities. **This bill DID NOT pass the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)

[More information on housing and community development-related legislation tracked by MACo during the 2026 legislative session.](#)

2026 End of Session Wrap-Up:

Government Liability & Public Information

[Sarah Sample](#) | April 15, 2026 | [Government Liability and Courts](#) / [MACo Testimony](#) / [Public Information and Ethics](#)

The segments below provide a brief overview of MACo's work in the area of government liability and public information in the 2026 General Assembly session.

Local governments operate at the intersection of transparency, accountability, and legal responsibility. Counties are charged with managing public information, upholding ethical standards, and navigating legal risks across a wide range of functions. From responding to public records requests to defending against liability claims, counties must balance open government requirements with privacy protections and the prudent use of taxpayer resources. Through its advocacy, MACo works to promote policies that support transparency and ethical governance while ensuring fair and sustainable standards for public-sector liability.

In Maryland's 448th legislative session, the General Assembly considered a wide range of proposals in this space reflecting growing attention to government transparency, data access, and the legal frameworks governing public entities. MACo's legislative committee guided the association's position on measures affecting public information practices, litigation standards, and liability exposure with direct implications for how counties manage risk, respond to public requests, and carry out their responsibilities as employers and service providers.

Here, MACo worked to ensure that policies strike an appropriate balance between public access and operational practicality, while also safeguarding counties from undue legal and financial burdens.

Follow these links for more coverage on our [Conduit Street](#) blog and [Legislative Database](#).



MACo opposed HB 466 – Civil Actions – Motor Vehicle Accidents Involving Vulnerable Individuals – Comparative Negligence. The bill would have created a new comparative fault standard in Maryland and upended the state's well-established and carefully balanced contributory negligence standard, without any corresponding adjustments to other components of Maryland's longstanding balanced approach to tort claims. **This bill did not pass the 2026 session.**

[Bill Information](#) | [MACo Coverage](#)



MACo opposed HB 526 – Civil Actions – Settlement Agreements – Payment and Release. This bill would have required the settling defendant in a tort action for money damages to provide a proposed release to a plaintiff within 10 days and to pay all sums due to a plaintiff under a settlement agreement within 15 days. This would have imposed strict new deadlines on local governments to finalize settlement releases and issue payments in tort actions. Although the bill was successfully amended to exempt county governments **it did not pass the 2026 session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 332/SB 346 – Civil Actions – Violation of Constitutional Rights (No Kings Act) with amendments. This bill would have established a path toward granting attorney's fees in any case asserting a State constitutional claim, likely leading to an increase in litigation and costs for the State and local governments at the taxpayer's expense. As amended, MACo took no position on SB 346. While **this bill did not pass the 2026 session**, HB 351 carried the amended provisions and passed.

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 631 – Criminal Law – Threats Against State or Local Official – Penalties. This bill would have strengthened the penalties for threats against local elected officials. These changes sought to deter harmful actions that both endanger public servants and discourage public participation in leadership roles. **This bill did not pass in the 2026 session.**

[Bill Information](#) | [MACo Testimony](#)



MACo opposed HB 1536 – Maryland Enforcement Limits and Transparency (MELT) Act. This bill would have altered how county employees, private contractors, and various members of the public interact with federal agents and agencies attempting to knowingly comply with immigration and customs enforcement. MACo warned that this could expose local governments to legal and financial liability for actions taken by sheriffs and deputies—state officials who operate independently of county control. **This bill did not pass in the 2026 session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 256/SB 487 – Motor Vehicles – Speed Monitoring Systems – Safety Corridors (Vulnerable Road User Protection Act of 2026). It authorizes the State Highway Administration (SHA) to establish a “Safety Corridor” program aimed at reducing serious injuries and fatalities among vulnerable road users, including pedestrians, bicyclists, and individuals using mobility devices in segments of highways identified as high risk. This extension of automated enforcement includes an authorization for county governments. **This bill did pass in the 2026 session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 1105/SB 979 – Statute of Limitations – Civil Suits to Enforce Local Consumer Protection Codes. This bill would have established a timeline of three years for a local jurisdiction to file a claim against an entity in violation of a local consumer protection code. This would have been a practical step to strengthen local enforcement efforts and help ensure consumers have meaningful protections at the community level. **This bill did not pass in the 2026 session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 1522/SB 921 – Traffic Control Signal Monitoring and Speed Monitoring Systems – Exemptions From Liability – Vehicle Rental Companies. This bill would have repealed the exemptions for a vehicle rental or leasing company from liability for citations issued by a red-light camera or speed monitoring system in Maryland, representing an enhancement to public safety by all motorists being subject to enforcement, rather than certain groups being openly exempted. **This bill did not pass in the 2026 session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 249/SB 173 – Vehicle Laws – Automated Enforcement – Reciprocal Agreements, Arrangements, and Declarations. This bill would have authorized the Maryland Motor Vehicle Administrator to establish reciprocal agreements with other jurisdictions for the enforcement of certain traffic safety violations. This establishes a practical tool to improve roadway safety by setting a new standard for safety and accountability throughout the region. **While this bill did not pass in the 2026 session, the provisions were amended on to SB 111 which passed.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 55/SB 45 – Vehicle Laws – Speed Monitoring Systems – Residential Districts. This bill would have authorized statewide use of speed monitoring devices in residential districts under certain circumstances and only when enabled by a local ordinance. These changes could have helped promote safety and deter aggressive, reckless, and negligent driving, particularly in areas with families and children. **This bill did not pass in the 2026 session.**

[Bill Information](#) | [MACo Coverage](#)

[For more government liability and public information-related legislation tracked by MACo during the 2026 legislative session.](#)

2026 End of Session Wrap-Up:

Intergovernmental Relations

[Michael Sanderson](#) | April 16, 2026 | [County News](#) / [Intergovernmental Relations](#) / [MACo Testimony](#)

The segments below provide a brief overview of MACo's work on intergovernmental relations policy in the 2026 General Assembly session.

Counties serve as the boots-on-the-ground public service providers to nearly all Maryland residents. From public safety and infrastructure to health, energy, and governance, this role requires strong coordination and clear communication between all levels of government. Through its intergovernmental relations advocacy, MACo works to strengthen the state-local partnership, ensuring that county voices are heard and respected in the policymaking process.

In Maryland's 448th legislative session, intergovernmental dynamics were shaped by fiscal pressures, evolving policy priorities, and ongoing discussions around the appropriate balance of state authority and local control. The General Assembly considered a wide range of proposals that would affect how counties implement programs, manage resources, and engage with state agencies, often with significant operational and financial implications. An interesting twist for the 2026 session was the creation of the House of Delegates' new standing committee on Government, Labor, and Elections — with new leadership and a roster of members, many of whom were exposed to these structure-of-government matters for the first time.

Within this environment, MACo engaged to promote collaboration, transparency, and mutual accountability across all levels of government. MACo's legislative committee guided the association's positions to ensure that policies are developed with local input, implemented with clarity, and supported with the resources necessary for success.

Follow these links for more coverage on our [Conduit Street](#) blog and [Legislative Database](#).



MACo opposed HB 190 – Constitutional Amendment – Form of County Government – Requirement to Adopt Charter Home Rule. This bill would have repealed Maryland's historic reliance on self-determination by county residents and instead mandated that every county conforms to a single governance structure – a full two-branch charter government. MACo argued that decisions about local governance belong to the voters directly affected — not to a statewide majority that may override the clearly expressed preferences of individual counties' voters or representatives. **This bill DID NOT pass in the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo opposed HB 165 – Courts – Sheriffs’ Salaries – Alterations. This bill would have altered the annual salary of Sheriffs in many counties to equal that of the county’s State’s Attorney, replacing a locally-driven legislative collaboration to properly set salaries for most county sheriffs with a uniform process pinning that salary to that of the county’s state’s attorney. MACo testimony noted the varied roles of sheriffs across counties, even beyond the primary law enforcement role. **This bill DID NOT pass in the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo opposed HB 1411 – Data Center Planning and Transparency Act. This bill would have required large-scale data center operators to report their environmental and resource impacts to certain State and local agencies and would have mandated that each jurisdiction with over 10,000 residents create formal plans for managing these facilities by 2027. In doing so, it would have established a costly statewide approach to addressing data centers that would have undercut local land use authority, imposed an unfunded planning mandate, and duplicated work already underway in many jurisdictions. **This bill DID NOT pass in the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo opposed HB 99 – Municipalities – Annexed Land – Land Use and Density. This bill would have effectively eliminated the longstanding transition period before a municipality is enabled to change the underlying zoning, following an annexation of previously unincorporated areas. This potential path to rapid-fire zoning change could have overwhelmed county infrastructure and school planning. **This bill DID NOT pass in the 2026 legislative session.**

[Bill Information](#) | [MACo Coverage](#)



MACo supported HB 1063/SB 643 – Natural Resources – Hunting – Management with amendments. This bill would have updated Maryland’s hunting laws and wildlife management practices, with a focus on deer population control by authorizing the Department of Natural Resources to address deer-related impacts in certain areas. and expanding allowable hunting times and opportunities during designated seasons. Late-session refinements, incorporating the views of MACo, local leaders, and other stakeholders eventually yielded a compromise in the session’s waning hours. **This bill passed in the lats stages of the 2026 legislative session, and is staged to become law upon its signing in the weeks ahead.**

[Bill Information](#)

[For more on intergovernmental affairs-related legislation tracked by MACo during the 2026 legislative session.](#)



The **MACo Pooled OPEB Investment Trust Fund** is a vehicle designed to help local governments invest current funds toward future obligations for retiree health insurance, a.k.a. “other post-employment benefits.” Recent accounting rule changes have highlighted these liabilities on government balance sheets, and many counties are amidst plans to save toward these future costs.

Why a Trust?

Investing through the **MACo Pooled OPEB Trust** offers governments an opportunity under state law to invest funds in a manner suitable for longer-term assets, and outside the laws generally governing “public funds.” The Trust arrangement ensures that the funds may not be extracted for purposes other than the intended benefits.

Who Can Join?

Both county and municipal governments, and other county-funded entities are welcome to join the MACo OPEB Trust. Whether you have one-time funds to put toward OPEB costs, or are funding annual contributions, the Trust can put your investment to work for your jurisdiction. There is no minimum deposit to join the Trust and establish an account. Funds may be withdrawn at any time.

What is The Trust's Investment Policy?

Overall, the Trustees have adopted a fairly conservative mixed portfolio, with 65% in equities and 35% in fixed income investments. The target rate of return for the Trust is 7% annually, set generally in keeping with industry trends given the diversified portfolio construction. Members may continue to use their own return assumption embedded in local plan valuations. The trust is currently migrating into active investments using a dollar cost averaging method, with some allocations still in cash during that transition.

Why Pool Together?

Pooling assets together have **multiple potential benefits** for participating governments:

- this is a “ready to go” option for a government who doesn’t have a Trust established
- sharing legal and administrative overhead costs reduces each participant’s share
- pooling assets gain opportunities for lower fees for investment advisors
- greater pooled assets gain access to stronger investment options

Trust Advisors:

- **Davenport & Company** – offering Trust management and administrative services
- **McGuire Woods** – offering legal services to the Trust and its members
- **Boomershine Consulting** – actuarial services to the Trust and its members
- **Wilmington Trust** – custodial and reporting services
- **GYL Financial Synergies** – investment consultant to the Trust
- **Clifton Larson Allen** – independent auditors

Where Can I Find More Information?

Contact MACo Executive Director (and ex-officio Trustee) Michael Sanderson at **410.269.0043** or msanderson@mdcounties.org with any inquiries.

Read more online at: <https://www.mdcounties.org/250/OPEB-Trust>



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Megan Perry-Balonier
Director of Purchasing
Franklin County, OH

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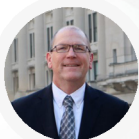
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CALIFORNIA



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Stephanie Brice
COBB COUNTY,
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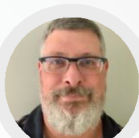
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ILLINOIS



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ALBANY COUNTY,
NEW YORK (RET.)



Felicia Strong-Whitaker
FULTON COUNTY,
GEORGIA



Agenda Report Form

Open Session Item

SUBJECT: Proclamation Presentation to Georgene Charles

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Board of County Commissioners to Georgene Charles, Memorial Illumination at the Antietam National Battlefield

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, for thirty-five (35) years, Georgene Charles managed and directed the Memorial Illumination at the Antietam National Battlefield, the largest memorial illumination in North America; and

WHEREAS, Georgene worked closely with the National Park Service and various federal, state and local government entities to create what has been repeatedly called the largest single-day volunteer event in the State of Maryland. More than 1,500 volunteers annually place 23,110 candle luminaries, one for every Union and Confederate casualty, throughout the Antietam National Battlefield, in what has become known as the most visual illustration of the most visceral impact possible of the Battle of Antietam; and

WHEREAS, Georgene's hard work, commitment and attention to detail helped make the Memorial Illumination a success. She consistently gave of her time and talents with humility, asking for neither recognition nor praise, simply doing what needed to be done - from skillfully directing volunteers, acquiring supplies and even making gallons of soup for volunteers.

NOW THEREFORE, we, the Board of County Commissioners of Washington County, Maryland, do hereby offer our most sincere appreciation and recognition to Georgene Charles for her volunteerism, promotion of Washington County, her positive impact on all those that had the privilege to work alongside her, and, most importantly, the attention she brought to the sacrifices of the 23,100 soldiers that became casualties of the Battle of Antietam on September 17, 1862.



Agenda Report Form

Open Session Item

SUBJECT: Proclamation for Citizens' Emergency Preparedness Month

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Board of County Commissioners to Alan Matheny, Director, Emergency Management

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, emergencies and disasters can strike at any time, often without warning, and can have devastating effects on our communities, and;

WHEREAS, it is essential for all citizens to be prepared for emergencies by having a plan, building an emergency kit, and staying informed about potential hazards, and;

WHEREAS, the safety and well-being of our community depends on the preparedness and resilience of every individual, family and organization in our community; and;

WHEREAS, National Preparedness Month is observed each September to promote family and community disaster planning throughout the year, and;

WHEREAS, staff from Emergency Management, Emergency Services, Fire and EMS, and Police Departments recognize the importance of taking proactive steps to enhance our readiness for emergencies and to support our first responders who are on the front lines during disasters.

NOW THEREFORE, We the Board of County Commissioners of Washington County, Maryland, do hereby recognize the month of September 2026 as "Citizens' Emergency Preparedness Month" in Washington County and encourage all citizens to take steps to prepare for emergencies by creating a family emergency plan, assembling an emergency supply kit, and staying informed about the risks in our area.



Board of County Commissioners of Washington County, Maryland
Agenda Report Form

Open Session Item

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

From: Michelle Hutchinson, Purchasing, Washington County Health Dept.

SUBJECT: Performance Incentive Grant Fund (PIGF)

PRESENTATION DATE: September 15th, 2026

PRESENTATION BY: Earl Stoner, Health Officer, Laura Sheffield-Bishop, Director of Behavioral Health Services

RECOMMENDED MOTION: The Health Department is recommending that the *Board of Health* award Potomac Community Services (PCS) in the amount \$177,514.00. To provide intensive case management services to eligible participants enrolled in the Let Everyone Advance with Dignity (LEAD) program.

REPORT-IN-BRIEF: PIGF is part of the LEAD program in Washington County that has effectively diverted individuals at high risk of justice due to behavioral health and substance use challenges. In FY25–26, LEAD improved stability and engagement across multiple domains: 6 participants obtained permanent housing, 37 received ongoing behavioral health care, 5 accessed MAT services, 21 engaged in employment, training, or education, 3 connected to primary care, and 1 gained medical insurance. Continuation funding for July 1, 2026 – June 30, 2027, will expand peer support, case management, and outreach. By maintaining fidelity to evidence-based LEAD practices, the program will continue diverting individuals from arrest, reducing low-level justice involvement, and improving behavioral health, social, and economic outcomes. PCS will report only on the performance measures applicable to the case management services provided under this contract and will not be required to report on measures that are not relevant to its scope of services..

DISCUSSION:

FISCAL IMPACT: No Funds Requested, As the funding for this contract is provided through the Governor's Office of Crime Prevention and Policy.

CONCURRENCES:

ATTACHMENTS: Copy of the contract

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
FY27 F272N-0881
Potomac Community Services (PCS)
Potomac Case Management Services, Inc.**

THIS CONTRACT (the "Contract"), is made as of the 24th day of August, 20 26 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH, Washington County Health Department ("Department"), and

Potomac Community Services (PCS)
("Contractor") whose principal office in Maryland is
324 E. Antietam Street, Suite 301, Hagerstown, MD 21740
and whose principal business address is
Same

The parties agree as follows:

1. Scope of Contract.

(a) The Contractor shall provide the following goods or services:
Potomac Community Services (PCS) will provide intensive case management services to eligible participants enrolled in the Let Everyone Advance with Dignity (LEAD) program. Services will include participant assessment, individualized care planning, service coordination and referrals, linkage to community resources, and ongoing progress monitoring and follow-up. The requested services are being funded through the Performance Incentive Grant Fund (PIGF), for which the Washington County Health Department/LAA applied through the Governor's Office of Crime Prevention and Policy. Services will support the goals and objectives outlined in the grant application and are intended to assist LEAD participants in addressing identified needs, accessing appropriate services, and achieving improved stability and outcomes.

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

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

2. Term of Contract. The term of this Contract shall be for the period of July 1st, 20 26 through June 30th, 20 27.

3. Compensation and Method of Payment.

(a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed **\$177,514.00.**

Invoices with supporting backup documentation are to be submitted to wchd.invoice@maryland.gov and copy the contract monitor.
Refer to Section 3 (d) for invoicing.

(b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after services are rendered and the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

(c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is 52-2118801. The Contractor's Social Security Number is _____.

____ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.

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

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

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

Supporting Documentation Requirements

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

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

Onsite Visit/Audit

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

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

Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

8. **Termination for Non Appropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.
11. **Maryland Plain Language Standards** - The Contractor is required to use Maryland's plain language standards when creating communication materials and media and that the guide for standards can be found at <https://digital.maryland.gov/principles/plain-language-standards.html>. All created communication materials and media must be submitted to the WCHD PIO at wchd.pio@maryland.gov for approval before distribution.
12. **Equal Access.** The Contractor shall provide equal access services to individuals with limited English proficiency in compliance with MD. Code Ann., State Government Article, 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health, and Human Services, and MDH Policy 02.06.07
13. **Subcontracting.** Unless otherwise provided, the Contractor may not during the term of this Contract or any renewals or extensions of this contract, assign or Subcontract all or any part of this Contract without the prior written consent of the WCHD Procurement Officer.
14. **Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
15. **Information Technology.** The Contractor agrees to notify the WCHD Contract Monitor within twenty-four (24) hours of the discovery of any unauthorized access of any Contractors system that accesses, processes or stores WCHD data or works created as a deliverable under this Contract.
<https://doit.maryland.gov/policies/Pages/default.aspx>

In accordance with Executive Order 01.01.2021.09 there is a State of Maryland Chief Data Officer. Furthermore, Maryland Department of Health (MDH) has appointed a Data Officer and established a Data Office. This agreement may be classified as a data-related agreement and therefore may be subject to the MDH Data Use Policy 01.06.01
16. **Contract Monitor-** Contract Monitor is [Christina Potter](#) christina.vitale@maryland.gov **Crisis Coordinator.**
17. **Federal Funding Acknowledgement - This contract Does Contain Federal Funds.**

Exhibit A

Case management services delivered by the PCS Case Manager will encompass participant intake and assessment, the development of individualized care plans, service coordination and referrals, as well as consistent follow-up and monitoring of progress. Clinical and administrative oversight, including direct staff supervision and quality assurance, shall be the responsibility of the Supervisor, who will also facilitate coordination with the Washington County Health Department to ensure adherence to grant and program mandates.

For the purposes of LEAD-related documentation, tracking of services, data collection, and necessary reporting, PCS LEAD personnel will employ Shared Village as the primary electronic health record and data management platform. In support of program oversight and coordination, PCS LEAD staff will attend relevant Operational Work Group sessions, and the Supervisor will join monthly administrative and policy meetings upon request.

Allowable Contract Costs are expenses reimbursable to the Contractor that shall be limited to those directly related to LEAD program implementation as specified herein. This includes personnel costs, encompassing salary and fringe benefits, for the Case Manager and Supervisor. Compensation for Shared Village usage, specifically the electronic health record and data management platform utilized for program tracking, is permissible. Reimbursable facility costs are restricted to rent and utilities for space occupied by the LEAD staff. Certain administrative costs are allowable, provided that such costs are reasonable, necessary and directly related to the performance of services or obligations under this Agreement. Additionally, travel expenditures for authorized activities will be paid in accordance with Washington County Health Department policies and grant regulations. Invoicing costs outside these parameters is strictly prohibited without explicit written authorization or a formal amendment issued by the Department.

Shared Village will serve as the primary electronic health record platform for LEAD program documentation. Collaborative efforts between the Department and PCS will be maintained to resolve technical constraints, manage user access, and oversee documentation standards, ensuring that all requisite program data is recorded with precision and in a timely manner.

PCS will report only on the performance measures applicable to the case management services provided under this contract and will not be required to report on measures that are not relevant to its scope of services. PCS will meet with the Washington County Health Department monthly to review and gather the necessary data to support the Health Department's preparation and submission of quarterly reports. The applicable goals and targets are outlined below.

The project is funded by the Governor's Office of Crime Prevention and Policy under subaward number PIGF-2027-0046

Performance Measures for Performance Incentive Fund (PIGF) are attached as exhibit B.



Washington County Health Department

1302 Pennsylvania Avenue, Hagerstown, MD 21742

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Exhibit B

Performance Measures for Performance Incentive Grant Fund (PIGF)

Goals & Objectives (July 1, 2026 – June 30, 2027)

The program will provide comprehensive case management services to support individuals in accessing and maintaining appropriate treatment, recovery, and community-based services. Case management will focus on individualized service coordination, connection to resources, follow-up, and addressing barriers to successful engagement and recovery.

Objectives:

- Provide individualized case management and service coordination based on identified participant needs.
- Connect participants with appropriate treatment, recovery, behavioral health, housing, transportation, and community resources.
- Monitor participant progress and follow up on referrals to promote successful engagement in services.
- Identify and address barriers that may prevent participants from accessing or maintaining needed services.
- Maintain timely and accurate documentation of case management activities and participant services.
- Coordinate with community partners and service providers to promote continuity of care and reduce gaps in services.

Program Continuation Overview

The LEAD program in Washington County has effectively diverted individuals at high risk of justice due to behavioral health and substance use challenges. In FY25–26, LEAD improved stability and engagement across multiple domains: 6 participants obtained permanent housing, 37 received ongoing behavioral health care, 5 accessed MAT services, 21 engaged in employment, training, or education, 3 connected to primary care, and 1 gained medical insurance. Continuation funding for July 1, 2026–June 30, 2027, will expand peer support, case management, and outreach. By maintaining fidelity to evidence-based LEAD practices, the program will continue diverting individuals from arrest, reducing low-level justice involvement, and improving behavioral health, social, and economic outcomes. PCS will report only on the performance measures applicable to the case management services provided under this contract and will not be required to report on measures that are not relevant to its scope of services. PCS will meet with the Washington County Health Department monthly to review and gather the necessary data

to support the Health Department's preparation and submission of quarterly reports. The applicable goals and targets are outlined below.

Goal 1: Reduce recidivism and justice system involvement

Rationale: LEAD prevents repeated low-level offenses by providing supportive alternatives to traditional criminal justice processing. Addressing behavioral health, substance use, and social determinants reduces drivers of justice involvement.

Objective 1.1: Increase LEAD program enrollment by 15% by June 30, 2027.

- **Project Activities:** Structured outreach through law enforcement, judiciary, and behavioral health partners; weekly OWG eligibility review; intake assessments within 30 days of referral; develop client-centered care plans.

- **Resources:** Full-time peer recovery specialist and case manager; OWG staff time; assessment tools, laptops, secure database; travel/outreach expenses.

- **Program Measurement:**

- **Output:** Number of referrals reviewed and approved; number of intake assessments completed within 30 days

- **Outcome:** 15% increase in total program enrollment compared to prior year; at least 90% of enrolled participants complete intake and care plan within 30 days; measurable reduction in repeat low-level offenses within 6 months of enrollment.

- **Past Performance:** 48% of participants avoided higher-level offenses; 30% of eligible cases successfully diverted.

- **Timeline:** Weekly review July 1, 2026 – June 30, 2027; intake within 30 days; quarterly enrollment reports.

Objective 1.2: Improve participant engagement and retention by 20% by June 30, 2027.

- **Project Activities:** Project activities include individualized care planning, monthly follow-ups, and warm handoffs to additional services. Participant surveys will be conducted to evaluate engagement and assess whether LEAD is meeting participant needs.

- **Resources:** Peer specialists, case managers, tracking software, outreach materials.

- **Program Measurement:**

- **Output:** Number of monthly follow-ups completed; number of care plans updated.

- **Outcome:** 20% increase in participants remaining engaged for 90+ days; at least 85% of participants attend monthly follow-ups; measurable increase in engagement with behavioral health and social services.
- **Past Performance:** 70% remained engaged for 90+ days.
- **Timeline:** Care plans within 30 days; monthly follow-ups; quarterly retention reports.

Objective 1.3: Ensure 90% of participants complete care plans within 30 days of intake.

- **Project Activities:** Assign case managers immediately post-approval; track completion; weekly timeliness reviews.
- **Resources:** Case managers, peer specialists, tracking software.
- **Program Measurement:**
 - **Output:** Number of care plans completed within 30 days.
 - **Outcome:** At least 90% of participants have completed care plans within 14 days; measurable improvement in timely engagement and overall retention in the program.
- **Past Performance:** 75% completed care plans within 45 days last year.
- **Timeline:** Weekly review ongoing throughout project year.

Goal 2: Improve behavioral health outcomes for participants

Rationale: Behavioral health treatment is critical to reducing drivers of justice involvement and supporting long-term recovery, stability, and well-being.

Objective 2.1: Increase participant access to behavioral health treatment by 25% by June 30, 2027.

- **Project Activities:** Facilitate outpatient, intensive outpatient, and medication-assisted treatment referrals; bi-weekly peer support sessions; coordinate follow-up with providers.
- **Resources:** Case managers, peer specialists, Potomac Community Services network, educational materials, transportation support.
- **Program Measurement:**
 - **Output:** Number of behavioral health referrals made and attended; number of peer support sessions conducted.
 - **Outcome:** 25% increase in treatment engagement compared to prior year; at least 90% of participants attended peer support sessions; measurable improvement in participant-reported behavioral health scores.
- **Past Performance:** 85% attended at least one service; 60% maintained ongoing treatment.

Timeline: Referral tracking ongoing; peer support bi-weekly; quarterly evaluation.

Objective 2.2: Increase engagement in supportive housing and employment services by 20% by June 30, 2027.

Project Activities: Connect participants to housing and employment programs; provide case management and peer support for navigation.

Resources: Case managers, peer specialists, partner agencies, outreach materials.

Program Measurement:

- **Output:** Number of referrals made to housing and employment services; number of participants enrolled in services.
- **Outcome:** 20% increase in participants maintaining stable housing or employment compared to prior year; at least 85% of participants follow through on referred services.

Past Performance: 65% accessed at least one housing/employment service last year.

Timeline: Referrals ongoing; monthly monitoring and follow-ups.

Goal 3: Strengthen inter-agency collaboration and program capacity

Rationale: Coordinated partnerships and operational capacity ensure timely diversion, reduce service duplication, and maximize client outcomes.

Objective 3.1: Increase coordination among LEAD partners to streamline referral processing by 20% by June 30, 2027.

Project Activities: Monthly OWG meetings; maintain shared referral tracking platform; quarterly joint training on trauma-informed care and LEAD best practices.

Resources: OWG coordinator, program director, partner representatives, tracking platform, training materials, staff time.

Program Measurement:

- **Output:** Number of meetings held, trainings conducted, and protocols updated.
- **Outcome:** 20% reduction in average referral processing time; at least 90% of referrals reviewed within 14 days; measurable improvement in consistency and quality of referrals.

Past Performance: OWG met monthly; 90% of referrals processed within 2 weeks.

Timeline: Monthly meetings ongoing; quarterly trainings and updates.

Objective 3.2 Implement quality assurance and data review procedures to monitor program fidelity and outcomes.

- **Project Activities:** Monthly data reviews; track benchmarks; quarterly fidelity reports for OWG review.
- **Resources:** Data manager, case managers, secure database, reporting tools.
- **Program Measurement:**
 - **Output:** Number of monthly reviews and fidelity reports produced.
 - **Outcome:** At least 90% of program benchmarks reviewed monthly; measurable improvement in service delivery quality; timely identification of gaps.
- **Past Performance:** Last year, informal data tracking highlighted delays; structured QA expected to improve oversight.
- **Timeline:** Monthly review meetings; quarterly reporting.

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

CONTRACTOR
Potomac Community Services, Inc.

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
WASHINGTON COUNTY HEALTH DEPARTMENT

By: _____ (Seal)

By: _____

Dawn Johns, Executive Director
(Printed Name and Title)

Earl Stoner, Health Officer
(Printed Name and Title)

Date

Date

Attachment: Exhibit A - Scope of Work

Exhibit B - Performance Measures for Performance Incentive Grant Fund



Agenda Report Form

Open Session Item

SUBJECT: FY27 CSO Support Grant

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Lt Benjamin Jones, Washington County Sheriff's Office and Carsten Ahrens, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to accept funding as awarded for the Administrative Office of Courts, Security Administration FY27 in the amount of \$39,884.00.

REPORT-IN-BRIEF: the Administrative Office of Courts, Security Administration Grant is used to cover the cost of overtime salaries, of the Sheriff's office personnel assigned to Courtroom security.

DISCUSSION: The Administrative Office of the Courts, Security Administration (AOC) in accordance with the terms of the Court Security Officer Support Grant Program Opportunity #FO-2027-SA-001 Provides funding to provide extended Court Security coverage. These funds do not cover Fringe and must be used for officer's pay. The projected use of these funds is for overtime costs associated with courtroom security coverage.

FISCAL IMPACT: Will provide \$39,884.00 to cover overtime expenses incurred by the Washington County Sheriff's Office associated with courtroom security.

CONCURRENCES: Kelcee Mace, Chief Financial Officer

ALTERNATIVES: Deny approval for application.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Maryland 9-1-1 Board – Approval to Submit Application and Accept Awarded Funding.

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Alan Matheny, Director of Emergency Management, and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of grant application to the Maryland State 9-1-1 Board in the amount of \$183,347.46 and accept funding as awarded.

REPORT-IN-BRIEF: The Department of Emergency Communications is requesting approval for the submission of grant application and to accept grant funds in the amount of \$183,347.46 from the MD State 9-1-1 Board for professional design services for the new Emergency call center rehabilitation project.

DISCUSSION: Washington County Emergency Communications respectfully requests Maryland 911 Board funding for the implementation of SIP trunks as part of the transition to Maryland's Next Generation 9-1-1 (NG9-1-1) system. Verizon Is currently engaged in a multi-year program to update Its network to next Generation technology. As a result, Verizon will be discontinuing ISDN Primary Rate Interface (PRI) services, which are currently used by Washington County Emergency Communications. Consequently, alternative voice services are required for our PSAP. While these lines are not the primary route for 9-1-1 calls, they serve an Important role in our emergency communications operations. The lines handle Incoming emergency calls from Medical, Fire, Police, and alarm companies, as well as crash notifications from telematics providers. They also provide an Important failover capability should our NG9-1-1 connectivity be lost. Additionally, these lines are used for callbacks associated with 9-1-1 hang-ups, abandoned calls, and other emergency call-related communications. SIP trunks will provide the alternative connectivity necessary to replace the discontinued PRI services and maintain these essential communications capabilities. This transition will also ensure that Washington County Emergency Communications remains compatible with the State's evolving NG9-1-1 Infrastructure.

We are requesting a one-time funding amount of \$92,267.46 for the initial setup and implementation of the SIP trunk service. In addition, we are requesting funding for the ongoing service, with the following options: One-year service: \$18,216 Five-year service contract: \$91,080 Our preference would be to utilize the five-year contract at \$91,080, as it provides a longer-term commitment and represents a lower overall annual cost than renewing the service annually. However, we understand that the Maryland 911 Board may prefer to fund the service on a yearly basis, and Washington County Emergency Communications Is willing to accept the annual service funding of \$18,216 if that is the funding option approved by the Board.

- Total requested with five-year service: \$183,347.46
- Total requested with one-year service: \$110,483.46

We respectfully request that the Maryland 911 Board consider this project as a Tier 1 request and approve the funding necessary for both the Initial implementation and ongoing SIP trunk service. We appreciate the continued support of Washington County Emergency Communications and Maryland's 9-1-1 system.

IMPACT: Provides \$183,347.46 for the Department of Emergency Communications.

CONCURRENCES: Maria Kramer, 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: Western MD Economic Futures Fund (George Edwards Fund)-Approval to Submit Application and Accept Awarded Funding

PRESENTATION DATE: September 15th, 2026

PRESENTATION BY: Maria Kramer, Director, Office of Grant Management; Jonathan Horowitz, Director, Department of Business and Economic Development

RECOMMENDED MOTION: Move to approve the submission of grant application to the Western MD Economic Futures Fund Board, commonly known as the Senator George C. Edwards Fund Board in the amount of \$1,250,000 and accept funding as awarded.

REPORT-IN-BRIEF: The County Office of Grant Management is requesting approval for the submission of a grant application and acceptance of grant funds that support Cascade Town Centre Development, LLC located on the former Fort Ritchie military base in Cascade, MD.

DISCUSSION: The County Office of Grant Management is seeking grant funding that will support Cascade Town Centre Development, LLC to make property and site improvements on the former Fort Ritchie Army Base. As the applicant, the County will be the pass-through funding mechanism and manage the reporting for the issuance and compliance for this grant funding. Funding will be utilized to improve critical infrastructure at the site to include pavement work on roadways, replacement of a roofing system, and a new electrical system. These improvements will aid the effort to create a mix of office space, retail shops, restaurants, and food manufacturing facilities. The grant requires 20% matching funds. The match will be supplied by Cascade Town Centre Development, LLC. If grant funds are awarded, Cascade Town Centre Development, LLC will be required to enter into a subrecipient agreement with the county.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: Decline to support submission of the application.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Local Management Board – Bylaws revision

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Richard Lesh, Grant Manager, Carsten Ahrens, Senior Grant Manager, Office of Grant Management.

RECOMMENDATION: Move to approve the changes to the Local management Board Bylaws.

REPORT-IN-BRIEF: The Local Management Board (LMB) is mandated by Human Services Article § 8-303 to comply with, implement, and perform the obligations set forth in the Agreements executed by and between the State of Maryland, the Children’s Cabinet Interagency Fund, the Governor’s Office for Children, the Commissioners, and the Local Management Board; and such directives of the Commissioners in accordance with the State of Maryland Policies and Procedures Manual for Local Management Boards to promote the vision of the State for a stable, Safe, and healthy environment for children and families.

DISCUSSION: The Governor’s Office for Children sent out an updated Policies and Procedures Manual for Local Management Boards in July of last year. Using that Manual the Local Management Board made corrections and changes to comply with the new policies and procedures. At the Full Board meeting of the Local Management Board on June 26, 2026, these Bylaws were reviewed and voted unanimously to approve the updated Bylaws as submitted.

FISCAL IMPACT: This is NOT a paid board.

CONCURRENCES: Local Management Board, Maria Kramer, Director, OGM

ATTACHMENTS: LMB Bylaws revision

**Washington County Office of Grant Management
(Local Management Board)**

BYLAWS

**Article I
Name**

The name of the Local Management Board (the “LMB” or the “Board”) shall be the “Washington County Office of Grant Management.” It was created by the County Commissioners of Washington County, Maryland (the “Commissioners”), pursuant to Md. Code, Human Services § 8-303.

**Article II
Principal Office**

The principal office of the Board shall be located at Hagerstown, Maryland.

**Article III
Mission Statement and Duties and Powers**

The purpose of the LMB is to serve as the local management board mandated by Human Services Article § 8-303. The LMB shall comply with, implement, and perform the obligations set forth in contractual agreements executed by and between the State of Maryland, the Children’s Cabinet, the Governor’s Office for Children, the Commissioners, and the LMB. The LMB has the power to enter into contracts incidental to the performance of its duties provided that these contracts have been approved by the Commissioners. The LMB shall comply with, implement, and perform such directives of the Commissioners in accordance with the mission of the LMB as may be issued from time to time. The LMB may issue press releases from time to time in accordance with its procedures for so doing with the approval of the Director, Washington County Office of Grant Management (or such other person as the Commissioners may designate from time to time).

Article IV

Vision Statement

All Washington County children will be born and raised in a safe, healthy, and nurturing environment to become healthy and responsible adults.

Goals and Priorities

1. Strengthen the decision-making capacity at the local level;
2. Design and implement strategies that achieve clearly defined results for children, youth, and families as articulated in a local 5-year strategic plan for children, youth, and families;
3. Maintain standards of accountability for locally agreed upon results for children, youth, and families;
4. Influence the allocation of resources across systems as necessary to accomplish the desired results;
5. Build local partnerships to coordinate children, youth, and family services within the county to eliminate fragmentation and duplication of services; and
6. Create an effective system of services, supports, and opportunities that improve outcomes for all children, youth, and families.

Function

The Administrative Functions of the Board include:

1. Assessment of community needs;
2. Development, review and implementation of a community planning process;

3. Local Care Team membership;
4. Development, review and implementation of Request for Proposal/Notice of Funding Availability and other solicitations, as applicable; and,
5. Contracting with the State and vendors as needed to achieve desired results.

Article V

Membership

A. *Composition.* The LMB shall be composed of seventeen to twenty (17-20) voting members or their designees and two (2) non-voting members, including:

1. *Individual voting members (6-9):* No less than six (6) or more than nine (9) private citizens who are residents of Washington County and have an interest in child well-being, which may include the professional and business community, recipients or providers of services for children and families, child service volunteers, leaders of the religious community, and providers of services directed toward the prevention of family violence and/or the treatment of those impacted by family violence.

2. *Standing ex officio, voting members or their sworn designees^{1 2} (12):* Twelve (12) standing ex-officio, voting members or their sworn designees, including:

- a. The Department of Social Services Director;
- b. The Schools Superintendent;
- c. The County Health Officer;
- d. The Department of Juvenile Services Director;
- e. The Core Service Agency Director.
- f. A Housing Authority (City or County);
- g. The law enforcement community;

¹ "Sworn" shall signify a person sworn as a designee member of the LMB by the Clerk of the Circuit Court.

² "Designee" shall signify a person authorized to act on behalf of the member.

- h. The United Way of Washington County;
- i. The Developmental Disabilities Administration Regional Director, Western Maryland Region;
- j. The Washington County State's Attorney; and
- k. The Western Maryland Consortium.
- l. The Local Care Team Coordinator

3. *Ex officio, non-voting members or sworn designees (2):* Two (2) ex-officio, non-voting members or their sworn designees, including:

- a. A member of the Board of County Commissioners; and
- b. One representative from the Washington County Delegation to the Maryland General Assembly, appointed by the Delegation.

B. *Voting.* Only voting members, or in their absence, when applicable, their sworn designees, are entitled to vote.

C. *Appointment of Members.* Except as set forth above, members of the LMB shall be appointed by the Commissioners who may, in their discretion, select members from nominees of the LMB. Recommendations for membership will be made by the Executive Committee to the LMB for approval and then to the Commissioners for consideration of appointment to the LMB.

D. *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 one-third (1/3) of the members' terms shall expire in each of three (3) consecutive years. Individual members shall be eligible for reappointment for one (1) consecutive term only and, following the second consecutive three (3) year term, shall be eligible for reappointment only after an intervening three (3) year period. Individual voting members filling a partial term vacancy shall complete the partial term and will be eligible for reappointment for two (2) additional consecutive terms.

E. *Termination of Membership and Vacancies.*

1. Membership on the LMB may be terminated by voluntary withdrawal or by removal. All rights, privileges, and interests of a member in or to the LMB shall cease on termination of membership. Memberships are not transferable. Any member may withdraw from membership by giving a written 30-day notice to the LMB chair of such intention. Withdrawals shall be effective on fulfillment of all obligations to the date of withdrawal.

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

- a. inadequate attendance;
- b. breach of confidentiality;
- c. behavior that in the opinion of the LMB is inappropriate or inconsistent with LMB policy; or
- d. violations of Article X of these bylaws (Conflicts of Interest).

3. In addition to the basis for removal set forth in paragraph 2 above, the Commissioners shall have the authority to remove any members of the LMB when, in the Commissioners' discretion, the best interest of the community shall be served thereby.

4. In the event of an LMB member vacancy, the vacancy shall be filled in accordance with Article V.C.

Article VI
Meetings

A. *Meetings.* In-person meetings shall be held at the Administrative Complex at 100 West Washington Street, Hagerstown, Maryland, 21740 second floor workshop. Meetings shall be subject to the Open Meetings Act and members of the public shall be entitled to attend all meetings of the LMB, except as provided by law. 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 members of the LMB and to all of the persons on the current mailing list. Every effort shall be made to provide minutes of the prior meeting, and the agenda for the next scheduled meeting shall be provided to all members prior to the scheduled meeting.

2. *Special Meetings.* Special meetings of the LMB may be called at any time by the chair or, in the chair's absence, by the vice-chair. One (1) week advance 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.* At the annual meeting, the installation of officers shall occur and a schedule of regular meetings shall be established by the LMB for the upcoming year.

4. *Meeting Format.* Except as otherwise provided in these bylaws, meetings of the Board may be conducted through the use of internet meeting services designated by the LMB Chair. Such platforms must support visible or audible displays identifying all participating members and those seeking recognition to speak. This includes hybrid meetings with both in-person and virtual options.

B. *Attendance.* All members, or in their absence, their sworn designees, shall be required to attend the regularly scheduled LMB Board meetings each fiscal year. Failure to follow this attendance policy may, at the discretion of the Executive Committee, result in the following:

1. *Individual Voting Members*

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

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

2. *(Ex officio) Voting Agency Members*

a. *A second missed meeting* - a letter from the Board chair to the member reminding the member of Board Attendance Policy.

b. *A third missed meeting* - a letter to the Commissioners from the LMB chair advising them of the member's lack of attendance (copy to board member).

c. *A fourth missed meeting* - a letter from the Commissioners to the member's state agency advising of the member's lack of participation.

C. *Excusable Absence.* The LMB Executive Committee may excuse a member from attendance for reasonable cause. To obtain an excused absence the member must submit a request in writing or by email within seven (7) days of the meeting to the OGM-LMB Point of Contact. Upon receipt of a request for an excused absence, the Executive Committee will consider a request and formally approve or deny the request. The decision of the Executive Committee will be communicated to the requestor in writing. Excused absences will not be attributed to or considered a missed meeting.

D. *Quorum.* Fifty-one percent (51%) of the total Board 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.

E. *Committees.*

1. Committees shall consist of:

a. a standing Executive Committee;

b. other standing or special committees as the LMB may determine to be necessary.

2. *Executive Committee.*

a. *Chair.* The chair of the LMB shall serve as the chair of the Executive Committee.

b. *Membership.* The members of the Executive Committee shall consist of the chair of the LMB, all elected officers of the LMB, the immediate past chair when his/her term on the LMB has not expired, two (2) At-large members appointed by the Chair with the concurrence of the Executive Committee, and the chairs of each standing committee of the LMB, not to exceed a total membership of nine (9) persons. In the event that there are more than three standing committees at any given time, the Executive Committee of the LMB shall determine which persons shall serve on the Executive Committee. Sworn designees shall be considered members for the purposes of these bylaws, except that a designee shall not be entitled to vote when the member for whom the designee is a representative is present. It is the intention of this provision that sworn designees shall be entitled to serve as members, officers, and chairs of committees.

c. *Duties.* It shall be the duty of the Executive Committee to act in emergencies and to perform such other duties as may be assigned from time to time.

d. *Requirements.* All committee members on the Executive Committee must be members of the LMB. Other committees shall be chaired by a member of the LMB and may be composed of LMB members and such other persons as the LMB shall designate.

Article VII

Officers

A. *Elected Officers.* Members of the LMB shall elect from among their members a chair and a vice-chair. Notwithstanding any provision of these bylaws, no member or agency may 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 LMB.

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. 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 presides as the chief officer of the organization and shall be present at meetings of the LMB. The chair shall serve as a non-voting ex officio member of all committees. The chair shall appoint the chair of each committee from among the LMB members. The chair shall ensure that proper records are maintained. The chair shall communicate to the LMB 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. The Chair shall 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. *Officer Removal, Resignation, and Vacancies*

1. The LMB may recommend to the Commissioners that an LMB member serving as an Officer be removed from his or her position based on one or more of the following criteria:

- a. inadequate attendance;
- b. breach of confidentiality;
- c. behavior that in the opinion of the LMB is inappropriate or inconsistent with LMB policy; or
- d. violations of Article X of these bylaws (Conflicts of Interest).

2. In addition to the basis for removal set forth in paragraph 1 above, the Commissioners shall have the authority to remove any LMB member serving as an officer when, in the Commissioners' discretion, the best interest of the community shall be served thereby.

3. In the event of an Officer resignation, the vacancy caused by that resignation shall be filled in accordance with Article VII.E.4.

4. In the event of an Officer vacancy that is caused by removal, resignation, or any other reason, the LMB shall elect a member to fill the vacancy. The election shall take place at the next regularly scheduled meeting of the LMB 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.

Article VIII

Indemnification

Indemnification of Directors and Officers. The Commissioners shall indemnify a director or officer of the Board in connection with a proceeding to the fullest extent permitted by and in accordance with County policy and applicable state law.

Article IX

Fiscal Year

Fiscal Year. The fiscal year of the LMB shall end on the last day of June.

Article X

Conflict of Interest

No member of the LMB shall cast a vote on any matter with financial benefit or other substantive interest (including a procurement or contract) to that member or to the agency represented by that member. No member shall otherwise give the appearance of a conflict of interest under this provision and County regulations, including the County's Ethics Ordinance. In any instance where the appearance of a conflict of interest is uncertain, any person (including an LMB member) can request clarification and determination of conflict of interest from the County Attorney and, if necessary, from the County Ethics Commission.

Article XI

Amendments

These bylaws may be amended, repealed, modified, or altered, in whole or in part, by the Commissioners, in their sole discretion. If such change is proposed by the LMB, such proposal must be submitted in writing and approved at a meeting of the LMB. 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 LMB. At that time, the LMB 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 LMB.

Article XII

Severability

Should any provision, section, paragraph, or subparagraph of these bylaws, including any code or text adopted hereby, be declared null and void, illegal, or unconstitutional, or be otherwise determined to be unenforceable by the court having jurisdiction, the same shall not affect the validity, legality, or enforceability of any other provision, section, paragraph, or subparagraph hereof, including any code or text adopted hereby. Each such provision, section, paragraph, or subparagraph is expressly declared to be and is deemed severable.

Article XIII

Section Headings, Chapter Headings, Titles

Section headings, chapter headings, titles, etc., are for the purpose of description or ease of use and do not form a part of the text of these bylaws.

Upon the recommendation of the Local Management Board, these bylaws are hereby approved and adopted by the Board of County Commissioners and deemed effective this _____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Dawn L. Marcus
County Clerk

BY: _____
John F. Barr, President BOCC

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

Zachary J. Kieffer
County Attorney

Section Four, Member, A. Composition, amended by Resolution dated February 24, 1998.

Revised April 20, 1999.

Revision 1, approved by the County Commissioners, April 27, 2004.

Revision 2, approved by the County Commissioners, March 8, 2005.

Reviewed and approved by LMB Board on February 15, 2008 (no changes).

Revision 3, approved by the County Commissioners, August 30, 2011.

Revision 4, approved by the County Commissioners, June 19, 2012.

Revision 5, approved by the County Commissioners, April 23, 2013.

Revision 6, approved by the County Commissioners, February 4, 2014.

Revision 7, approved by the County Commissioners, July 26, 2016.

Revision 8, approved by the County Commissioners, September 1, 2020.

Revision 9, approved by the County Commissioners,



Agenda Report Form

Open Session Item

SUBJECT: Award of MDE's Area Wide Optimization Program (AWOP) Award to the Sharpsburg Water Treatment Plant.

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: David A. Mason, P.E., Interim Director of the Division Environmental Management; Davina Yutzy, Deputy Director Water Quality, Marissa Diggins, Regulatory & Compliance Engineer, Maryland Department of the Environment.

RECOMMENDATION: N/A

REPORT-IN-BRIEF: The Sharpsburg Water Treatment plant has met strict turbidity performance goals to achieve the Silver Level AWOP award.

DISCUSSION: The Maryland Department of the Environment issues Area-Wide Optimization Program Awards to surface water systems that meet strict turbidity performance goals. Turbidity is monitored closely by plant operators as it correlates with the presence of several pathogens. Sharpsburg has consistently met Individual filter effluent (IFE) and Combined filter effluent (CFE) goals to achieve the Silver level award.

The Smithsburg Water Treatment Plant Operators are Kenny, Smith, Luke Golliher, and Tom Colabucci.

FISCAL IMPACT: NA

CONCURRENCES:

ALTERNATIVES:

ATTACHMENTS:

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

OPEN SESSION ITEM

SUBJECT: 40 West Landfill Paving

The **PRESENTATION DATE:** September 15, 2026

PRESENTATION BY: David A. Mason, PE, Interim Director, Division of Environmental Management

RECOMMENDED MOTION: Motion to authorize Craig Paving Inc. to perform paving work at the 40 West Landfill in the amount of \$974,755.

REPORT-IN-BRIEF: The original pavement at the landfill has shown significant deterioration over the last several years. The department of Solid Waste will utilize the existing Pavement Maintenance and Rehabilitation Program rates as awarded to Craig Paving, Inc to complete the project. The work at the 40 West Landfill was not in the original contract therefore requiring commissioner approval.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the CIP account ASP001.

CONCURRENCES: Scott Hobbs, P.E. Director of Engineering

ALTERNATIVES: N/A

ATTACHMENTS: Cost Estimates

AUDIO/VISUAL NEEDS: N/A

WASHINGTON COUNTY, MARYLAND - DIVISION OF ENGINEERING
PAVEMENT MAINTENANCE AND REHABILITATION PROGRAM FY-'26 - HOT MIX ASPHALT (HMA) APPLICATIONS
CONTRACT NO. MS-PMP-310-28, FY'26 Project No. 322-28
BID TABULATION



				Craig Paving, Inc. Hagerstown, MD	
DESCRIPTION	ITEM NO.	QTY.	UNIT	UNIT PRICE	ITEM TOTAL
Maintenance Of Traffic	101	1	LS	\$ 142,300.00	\$ 142,300.00
Temporary Traffic Signs	102	256	SF	\$ 1.00	\$ 256.00
Contingent - Portable Variable Message Sign (PVMS)	103	45	DAY	\$ 70.00	\$ 3,150.00
Contingent - Removal of Pavement	201	10	CY	\$ 20.00	\$ 200.00
Contingent - Removal of Curb	202	25	LF	\$ 5.00	\$ 125.00
Contingent - Stabilization, Type - 1	501	0	CY	\$ 10.00	\$ -
Contingent - Stabilization, Type - 2	502	0	CY	\$ 10.00	\$ -
Contingent - 4" Graded Aggregate Base	503	100	TON	\$ 30.00	\$ 3,000.00
Contingent - Hot Mix Asphalt Superpave 4.75 mm (PG64S-22)	504	0	TON	\$ 99.40	\$ -
Hot Mix Asphalt Superpave 9.5 mm (PG64S-22)	505	14,879	TON	\$ 88.70	\$ 1,319,767.30
Hot Mix Asphalt Superpave 12.5 mm (PG64E-22)	506	7,480	TON	\$ 89.20	\$ 667,216.00
Hot Mix Asphalt Superpave 19.0 mm (PG64S-22)	507	100	TON	\$ 50.00	\$ 5,000.00
Contingent - Hot Mix Asphalt Superpave 25.0 mm (PG64S-22)	508	0	TON	\$ 75.90	\$ -
Full Depth Reclamation	509	0	SY	\$ 6.40	\$ -
Portland Cement	510	0	TON	\$ 238.50	\$ -
Contingent - Hot Mix Asphalt Superpave 9.5 mm (PG64S-22) for Driveway Tie-in Handwork and HMA Berms	511	413	TON	\$ 127.80	\$ 52,781.40
Hot Mix Asphalt Superpave 9.5 mm (PG64S-22) for Wedge & Leveling	512	66	TON	\$ 90.00	\$ 5,940.00
Hot Mix Asphalt Superpave 9.5 mm (PG64S-22) for Level Course	513	1,217	TON	\$ 110.75	\$ 134,782.75
Hot Mix Asphalt Superpave 19.0 mm (PG64S-22) for Wedge & Leveling	514	563	TON	\$ 65.00	\$ 36,595.00
Paving Fabric for Joint Repair	515	0	LF	\$ 6.50	\$ -
Paving Fabric	516	57,300	SY	\$ 3.80	\$ 217,740.00
Contingent: Paving Geogrid	517	1,000	SY	\$ 6.55	\$ 6,550.00
Hot Mix Asphalt Patches (Base Mix)	518	3,890	TON	\$ 100.90	\$ 392,501.00
Contingent - Hot Mix Asphalt Patches (Surface Mix)	519	214	TON	\$ 122.30	\$ 26,172.20
Contingent - Saw Cut Hot Mix Asphalt Patches (Base Mix)	520	0	TON	\$ 10.00	\$ -
Contingent - Saw Cut Hot Mix Asphalt Patches (Surface Mix)	521	0	TON	\$ 10.00	\$ -
Milling Hot Mix Asphalt Pavement 0"-2" Depth	522	144,719	SY	\$ 1.90	\$ 274,966.10
Milling Hot Mix Asphalt Pavement 0"-6" Depth	523	0	SY	\$ 4.15	\$ -
Crack Filling	524	9,850	LB	\$ 2.95	\$ 29,057.50
Adjust Existing Manhole	525	15	EACH	\$ 325.00	\$ 4,875.00
Pavement Marking Paint - 5" Wide Lines	526	61,500	LF	\$ 0.22	\$ 13,530.00
Lead Free Reflective Thermoplastic Pavement Markings, 5" Wide Lines	527	36,500	LF	\$ 1.00	\$ 36,500.00
Lead Free Reflective Thermoplastic Pavement Markings, 10" Wide Lines	528	200	LF	\$ 2.10	\$ 420.00
No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Lines, 24" Wide Stop Bars	529	1,256	SF	\$ 11.10	\$ 13,941.60
No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Lines, 12" Wide Crosswalks	530	200	SF	\$ 11.10	\$ 2,220.00
No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Symbols, Arrows	531	600	SF	\$ 27.50	\$ 16,500.00
No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Legends, Letters	532	125	SF	\$ 32.00	\$ 4,000.00
No Preheat Heat Applied Permanent Preformed Thermoplastic Pavement Markings - Symbols, Railroad Crossing	533	0	SF	\$ 27.50	\$ -
Contingent: Temporary Pavement Markings	534	24,000	LF	\$ 0.22	\$ 5,280.00
Price Adjustment for Asphalt Binder	535	50,000	EACH	\$ 1.00	\$ 50,000.00
Price Adjustment for Diesel Fuel	536	5,250	EACH	\$ 1.00	\$ 5,250.00
Contingent: 6 Inch Driveway Mix No. 6	601	0	SY	\$ 20.00	\$ -
Contingent - Concrete Mountable Curb Replacement	602	0	LF	\$ 30.00	\$ -
Contingent - Concrete Curb Replacement	603	25	LF	\$ 30.00	\$ 750.00
Contingent - Concrete Curb Opening	604	0	EACH	\$ 400.00	\$ -
Contingent: 5 Inch Concrete Sidewalk and Ramps	605	0	SF	\$ 15.00	\$ -
Contingent: Detectable Warning Surface	606	0	SF	\$ 50.00	\$ -
Contingent - Shoulder Edge Drop Off Grading Adjustment	607	100	TON	\$ 25.00	\$ 2,500.00
Contingent - Placing Furnished Topsoil, 4" Depth	701	3,800	SY	\$ 6.00	\$ 22,800.00
Contingent - Seeding Disturbed Areas, Type II	702	3,800	SY	\$ 1.75	\$ 6,650.00
Contingent - Type A Soil Stabilization Matting	703	250	SY	\$ 4.00	\$ 1,000.00
Contingent - Traffic Signal Loop Detector	801	0	EACH	\$ 4,000.00	\$ -
TOTAL					\$ 3,504,316.85



118 Hump Road
Hagerstown, MD
301-739-9814 Phone
301-739-0439 Fax
estimating@craigpaving.com

PROPOSAL

7/22/2026

SEND TO: Blair/Darin
FIRM:
SENT BY:
RE: Breneman Pricing

Monthly Liquid Asphalt Index

ALL PRICES ARE SUBJECT TO ASPHALT ESCALATION

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Mobilization				\$17,160.00
Reclaim work	12500	s.y.	\$9.25	\$115,625.00
	300	tn	\$238.50	\$71,550.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$204,335.00

*** ACCEPTANCE OF THIS PROPOSAL IMPLIES ACCEPTANCE OF ASPHALT ESCALATION ***
STANDARD EXCLUSIONS (X IF EXCLUDED FROM BID)

- | | |
|--------------------------|--------------------------------|
| 1 ENGINEERING/LAYOUT | 12 PAVEMENT EXCAVATION/REMOVAL |
| 2 BONDS/PERMITS | 13 MATERIALS TESTING |
| 3 UTILITY ADJUSTMENTS | 14 MAJOR CLEANING |
| 4 CONCRETE WORK | 15 FINE GRADING |
| 5 UNDERCUTTING | 16 OTHER PREP WORK |
| 6 PATCHING | 17 LINE STRIPING |
| 7 BORROW/FILL MATERIAL | 18 WHEEL STOPS |
| 8 MAINTENANCE OF TRAFFIC | 19 PERFORMANCE/PAYMENT BONDS |
| 9 PRIME | 20 WAGE SCALE |
| 10 WEED KILLER | 21 STONE UNDER CURB |
| 11 SAWCUTTING | 22 TAX EXEMPT |

BASED ON: 1 MOBILIZATIONS

ADDENDA ACKNOWLEDGED
ADDITIONAL MOBILIZATIONS @ \$ 3000 PER MOBILIZATION

CRAIG PAVING, INC IS NOT RESPONSIBLE FOR PONDING OF WATER ON PROJECTS DESIGNED WITH LESS THAN 2% SLOPE.

Upon acceptance of proposal, liquid asphalt clause must be included in contract verbage.

40 West Landfill
Paving Cost Estimate

Milling - 2" Depth				
Area	Unit	Unit Cost	Cost	Notes
213,000.00	SY	\$ 1.90	\$ 404,700.00	
Overlay - 2", 12.5mm HMA				
	Unit	Unit Cost	Cost	Notes
2,600.00	Tons	\$ 89.20	\$ 231,920.00	
Full Depth Reclamation: Overlay - 2" 12.5mm HMA				
	Unit	Unit Cost	Cost	
1,500.00	Tons	\$ 89.20	\$ 133,800.00	
			\$ 204,335.00	See attached Cost Estimate
			\$ 338,135.00	

Project Total	\$ 974,755.00
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Agenda Report Form

OPEN SESSION ITEM

SUBJECT: 40 West Pretreatment Facility

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: David A. Mason, PE, Interim Director, Division of Environmental Management

RECOMMENDED MOTION: Motion to approve a Budget adjustment for the 40 West Landfill Pretreatment Facility in the amount of \$150,000.

REPORT-IN-BRIEF: Bids from the On-Call Engineering Services for Solid Waste were received on July 22, 2026. Design costs were higher than anticipated, warranting the budget adjustment. The current budgeted amount is \$520,000. Additional bonds will be issued in the amount of \$150,000 in the Spring of 2027 for these engineering services.

DISCUSSION: The Project is to design and construct a leachate pretreatment facility at the 40 West Landfill. Treated Leachate will be pumped to the existing sanitary sewer directly to the Conococheague Wastewater treatment plant bypassing the Valicor Pretreatment Facility saving Approximately \$1,000,000 per year on hauling and treatment costs.

FISCAL IMPACT: Funds are budgeted in the CIP account TRP027.

CONCURRENCES: Kelcee Mace, CFO

ALTERNATIVES: N/A

ATTACHMENTS: Cost Estimates

AUDIO/VISUAL NEEDS: N/A



Washington County, Maryland

Budget Adjustment Form

Form | **Routing**

(?)

- ☒ Budget Amendment
☐ Budget Transfer

Fiscal Year

2027

BOCC Approval Date (if known)

MM/DD/YYYY

Deputy Director - Finance

Zane Garrett

signed by Garrett, Zane M.
8/7/2026, 4:07:19 PM

Preparer, if applicable

Zane Garrett

signed by Garrett, Zane M.
8/7/2026, 3:36:31 PM

Department Head Authorization

Sign

Division Director / Elected Official Authorization

David A. Mason

signed by Mason, Dave
8/10/2026, 6:05:11 AM

Budget & Finance Director Approval

Sign

County Administrator Approval

Sign

County Commissioners Approval

Sign

☐ Click here to reorder rows

Expenditure / Account Number	Fund Number	Department Number	Project/ Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-
599999	31	21010	TRP027	CNST ▾	40 West Landfill Pretreatment Facility	150,000
498000	31	21010	TRP027	0000 ▾	Future Bond Issuance (Spring 2027)	150,000

[Add another row](#)

Explain Budget Adjustment

Additional funding is needed to award the design for a new pretreatment facility at 40 West Landfill. Bonds will be issued during FY27.



Agenda Report Form

Open Session Item

SUBJECT: Contract Bid Award (PUR-1836) Hauling/Recycling of Scrap Tires from the Forty West Landfill.

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director of Procurement, and David Mason, P.E., Interim Director, Environmental Management

RECOMMENDED MOTION: Move to award the contract for Hauling of Scrap Tires for Recycling to the responsible, responsive bidder, Emanuel Tire of Baltimore, Maryland, based on estimated annual quantities at unit costs for the sum total cost of \$30,500.

REPORT-IN-BRIEF: The project scope is the removal and recycling of tires periodically as required and requested by the Washington County Solid Waste Department.

The contract will be for a one (1) year period, tentatively commencing on October 5, 2026, with an option by the County Commissioners for renewal for up to three (3) additional consecutive one (1) year periods. The bid was advertised on the State of Maryland's "eMaryland Marketplace Advantage" website and on EUNA the County's online bidding website. Seventeen (17) registrants/vendors accessed the document online, and we received three (3) bids, as stated on the bid tab matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the Department of Solid Waste's budget 212000-21-588030 for these services.

CONCURRENCES: David Mason, P.E., Interim Director, Environmental Management

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

AUDIO/VISUAL NEEDS: N/A

PUR-1836

Hauling of Scrap Tires from the Forty West Landfill for Recycling

				Emanuel Tire MD (Emanuel Tire Management Maryland LLC) Baltimore, MD		Auston Contracting, Inc. Joppa, MD		E.J. Trucking LLC Baltimore, MD	
				Total Price	\$30,500.00	Total Price	\$38,700.00	Total Price	\$199,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Part I: Mixed Auto and Truck <= 24" rim removal/recycling/disposalTire estimates are based on scale records from July 2021 - June 2025.THIS AMOUNT IS AN ANNUAL ESTIMATION	100	TON	\$250.00	\$25,000.00	\$310.00	\$31,000.00	\$1,000.00	\$100,000.00
2	Part II: Agriculture/Equipment > 24" rim removal/recycling/disposalTire estimates are based on scale records from July 2021 - 2025.THIS AMOUNT IS AN ANNUAL ESTIMATION	22	TON	\$250.00	\$5,500.00	\$350.00	\$7,700.00	\$4,500.00	\$99,000.00

Supplier Notes

Auston Contracting, Inc. - Line 1 & 2: This price does not reflect if there is a Tire Amnesty or Citizen Scrap Tire Clean Up.

Bids Opened: August 26, 2026



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-26-0347) – Lease for One (1) New John Deere 410P Wheel Loader Backhoe

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director, Office of Procurement, David A. Mason, P. E., Deputy Director, Department of Solid Waste

RECOMMENDED MOTION: Move to authorize, by Resolution, the Department of Water Quality to lease One (1) New John Deere 410P Wheel Loader Backhoe, from James River Equipment of Stephenson, VA., for a term of five years for the total amount of \$228,890 and request to utilize competitively bid contract that was awarded by Sourcewell to John Deere (#011723-JDC). This contract offers a discount of 41%. This is also contingent on the final approval of the lease agreements by the County Attorney's Office,

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

The County will benefit from direct cost savings in the leasing of this equipment because of the economies of scale this contract has leveraged. Acquisition of this equipment by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative efficiencies and cost savings for the Department of Solid Waste and the Office of Procurement. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Sourcewell's contract provides through this agreement.

DISCUSSION: The Department will be replacing the 1989 John Deere 410 backhoe with 1,747 hours the equipment meets the County's equipment Replacement Policy for age and/or hours.

FISCAL IMPACT: Funds are budgeted in the Department of Solid Waste line-item operating budget for these Lease Payments.

CONCURRENCES: David A. Mason, P. E., Deputy Director, Department of Solid Waste

ALTERNATIVES: N/A

ATTACHMENTS: James River Solutions Quote dated 8/29/26.

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2026-

(Intergovernmental Cooperative Purchase [INTG-26-0345] Lease for One [1] New John Deere 744 Tier Wheel Loader)

RECITALS

The Code of Public Local Laws of Washington County, Maryland (the "Public Local Laws"), § 1-106.3, provides that the Board of County Commissioners of Washington County, Maryland (the "Board"), "may procure goods and services through a contract entered into by another governmental entity in accordance with the terms of the contract, regardless of whether the county was a party to the original contract."

Subsection (c) of § 1-106.3 provides that "A determination to allow or participate in an intergovernmental cooperative purchasing arrangement under subsection (b) of this section shall be by resolution and shall either indicate that the participation will provide cost benefits to the county or result in administrative efficiencies and savings or provide other justifications for the arrangement."

The Department of Water Quality seeks to lease one (1) new John Deere 410P Wheel Loader Backhoe from James River Equipment of Stephenson, Virginia, for a five-year term for the total amount of \$228,890.00 and to utilize the competitively bid contract that was awarded by Sourcewell to John Deere (#011723-JDC).

Eliminating the County's bid process will result in administrative and cost savings for the County. The County will benefit with direct cost savings because of the economies of scale the aforementioned contract has leveraged. Additionally, the County will realize administrative efficiencies and savings as a result of not preparing, soliciting, and evaluating bids.

NOW, THEREFORE, BE IT RESOLVED by the Board, pursuant to § 1-106.3 of the Public Local Laws, that the Department of Water Quality is hereby authorized to lease one (1) new John Deere 410P Wheel Loader Backhoe from James River Equipment of Stephenson, Virginia, for a five year term for the total amount of \$228,890.00, and to utilize the competitively bid contract that was awarded by Sourcewell to John Deere (#011723-JDC).

Adopted and effective this ____ day of September, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
County Attorney

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



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

8/29/2026

QUOTE EXPIRES 9/29/2026

PRICE IS SUBJECT TO CHANGE

Washington County Dept of Solid Waste
12630 Earth Care Road
Hagerstown, MD 21740

QUOTE

(1) NEW JOHN DEERE 410 P WHEEL LOADER BACKHOE

17E1T 410 P-Tier Backhoe Loader (Gen-B)

Option Codes

0202 United States

0351 Translated Text Labels

0259 English

0607 Level 3 Cab

Includes:

- Enclosed cab
- LED work lights
- Premium seat (air suspension, heat, and vented)
- Pull-down front sunshade

0652 Level 2 Performance Package

Includes:

- MFWD guard
- Boom protection plate
- Stabilizer guards
- Heavy duty stabilizer pads
- Heavy duty front grille screen

0950 Less Vision System

1210 Premium Package Radio AM/FM/Weather Radio, BT capable with microphone, and 3.5mm AUX

183N JDLink™

3009 Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential 5F/3R autoshift transmission.

A single electric transmission control lever is mounted on the left side of steering column (forward/neutral/reverse). Powershift configurations include gear up and down buttons integrated into the loader lever handle. Autoshift can be turned on/off from the sealed switch module. When autoshift is off, the transmission will operate as a powershift.

4006 John Deere 4.5L - FT4/Stage IV Net peak power of 116 Hp.

5250 Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front - Rear tire chains require wheel spacers (AT347522).

6155 Dual Batteries with Disconnect and Jump Post 350 minute reserve capacity (1900 CCA).



JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

6752 Extendible Dipperstick
6577 1250 lb. (567 kg.) Front Counterweight
7002 Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)
7028 Pilot Controls, Two Lever, with Pattern Selection Proportional auxiliary control
7041 Loader Coupler, Three-Function Hydraulics, Single Lever Includes auto ride control Single-lever control with horn, and electrohydraulic (EH) proportional auxiliary roller and front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.
7806 24 in. Heavy-Duty Bucket, 6.9 cu. ft. Pin-on bucket includes 5 teeth, TK-system Fanggs
7704 Deere Standard Quick Coupler - 42 in. Thumb Ready
7864 94 in. (2.39 m.) Coupler Bucket General Purpose Coupler Bucket, 1.50 cu. yd. (1.15 cu. m.)
8030 Fire Extinguisher Bracket *ONLY*
8096 Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)
8089 Engine Coolant Heater 110 Volt (1000 Watts). Requires Dual Batteries code 6155.
8075 Diagnostic Oil Sampling Ports
Includes 4 ports:
Engine oil
Engine coolant
Transmission oil
Hydraulic oil
8226 LED 4-Corner Beacon Lights
8027 Thumb - 42 in. 4 Tine
AT308139 Forks, Pallet (2) 60 in. (1.52m) with 60 in. (1.52m) Coupler Fork Carriage

STANDARD WARRANTY:
12 MONTHS UNLIMITED HOURS FULL MACHINE WARRANTY.

LIST PRICE	\$283,043.00
SOURCEWELL CONTRACT#: (#011723-JDC) 41%	-\$116,047.63
TOTAL	\$166,995.37

ADD ON COST PER THE SOURCEWELL CONTRACT:

FREIGHT IN TO DEALER & OUT TO CUSTOMER	\$4,000.00
PREDELIVERY INSPECTION	\$1,000.00
NF-40 LVS Liquid Fire Suppression Installed @ JRE Shop by Fire Ex	\$14,500.00
Strickland 48" Tilt Bucket W/ Lines & Install	\$10,600.00
Extended Warranty	
Power Train & Hydraulic Warranty for 60 Months or 5000 Hours	\$4,200.00
Whichever Comes First	

MACHINE TOTAL PRICE	\$197,095.37
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JAMES RIVER EQUIPMENT

245 YARDMASTER COURT • STEPHENSON, VA 22656 • PHONE (540) 667-9777

TRADE IN

NONE

TOTAL DUE

\$197,095.37

MUNICIPAL LEASE WITH \$1 BUY OUT PAYMENTS

60 MONTHS 4.99% EST PAYMENT \$3,7120.00

QUARTERLY 4.99% EST PAYMENT \$11,200.00

SEMI-ANNUAL 4.99% EST PAYMENT \$22,520.00

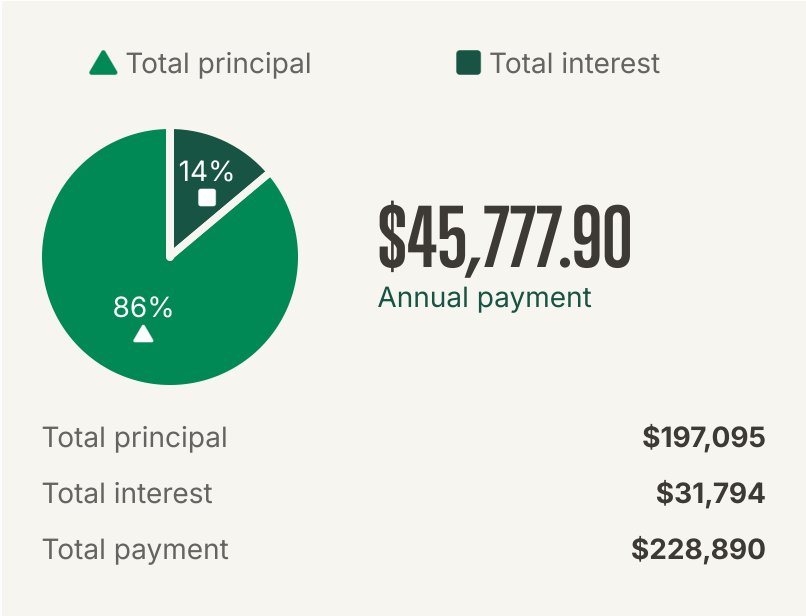
ANNUAL 4.99% EST PAYMENT \$45,520.00

Thank you.

Cliff Parks
Cell 540 -333-7983
245 Yard Master Ct
Stephenson, VA 22656

ACCEPT ORDER: _____ DATE: _____

Quote type	Finance
Quote category	Machinery
Finance amount	\$197,095
Interest rate	4.99%
Term (years)	5
Payment schedule	Annually
Number of payments	5



Amortization Schedule

Number	Date	Payment	Principal	Interest	Balance
Payment 1	09/30/2027	\$45,777.90	\$35,013.97	\$10,763.93	\$162,081.40
Payment 2	09/30/2028	\$45,777.90	\$37,555.24	\$8,222.66	\$124,526.16
Payment 3	09/30/2029	\$45,777.90	\$39,477.74	\$6,300.16	\$85,048.42
Payment 4	09/30/2030	\$45,777.90	\$41,475.04	\$4,302.86	\$43,573.38
Payment 5	09/30/2031	\$45,777.90	\$43,573.38	\$2,204.52	\$0.00

Annual Summary

Year	Payment amount	Principal paid	Interest paid	Principal remaining
2027	\$45,777.90	\$35,013.97	\$10,763.93	\$162,081.40
2028	\$45,777.90	\$37,555.24	\$8,222.66	\$124,526.16
2029	\$45,777.90	\$39,477.74	\$6,300.16	\$85,048.42
2030	\$45,777.90	\$41,475.04	\$4,302.86	\$43,573.38
2031	\$45,777.90	\$43,573.38	\$2,204.52	\$0.00



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1818) Antietam Creek Water Trail Park

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Director, Office of Procurement, and Andrew Eshleman, P.E., Division Director of Public Works

RECOMMENDED MOTION: Move to award the contract for the Antietam Creek Water Trail Park to the responsive, responsible company EXCO USA, LLC, of Hagerstown, MD, with the lowest total lump sum bid amount of \$395,000; this includes the base bid price and contingency items no. 1 and 2. This approval is contingent upon the approval and signing of the contract agreement.

Move to execute the subgrant agreement with the Catoctin Land Trust acting through the Department of Natural Resources Whole Watershed Fund to contribute \$85,000 for the project.

REPORT-IN-BRIEF: The project consists of constructing a new Antietam Creek Water Trail park at 458 Antietam Drive, Hagerstown, MD. The park includes a parking lot with 11 spaces, ADA access to an observation deck, and a mulch path to the Antietam Creek. Other improvements include two culvert system replacements and outfall remediations. The site was previously occupied by an industrial building and was located at 458 Antietam Drive, Hagerstown, MD 21742.

The Catoctin Land Trust was successful in securing a Maryland Department of Natural Resources Whole Watershed Fund grant for the Antietam Creek Watershed. One of the goals of the grant is to support recreational activities and improvements associated with the waterway. County staff have reviewed this grant and discussed upcoming opportunities with the Catoctin Land Trust, and the Trust has committed \$85,000 in grant funds toward this project.

DISCUSSION: The project and site will serve as the official starting point for the Antietam Creek Water Trail, a paddling and recreation route along the Antietam Creek. Locations like this park provide the public access to the recreational opportunities of the creek. The park represents the culmination of a multi-year effort to secure and improve a property that was previously associated with nuisance activity. The project also fulfills the County's responsibilities under its Memorandum of Understanding with Maryland Metals by providing pipe outfall stabilization improvements in exchange for the previously donated 2.4 acres of land that added more than 800 linear feet of Antietam Creek frontage to the park site.

The park will include security lighting and entry and exit gates that will operate in conjunction with the park's established daytime hours. The project budget also includes contingent items to address unforeseen site conditions, including excavation and replacement of unsuitable material.

Catoctin Land Trust is providing pass-through funding to support the project and its associated benefits. There is also potential for additional Antietam Creek Water Trail funding to support other eligible projects during the grant period.

An official park name has yet to be determined but should be selected by the end of 2026. The Recreation and Parks Board has offered two names for consideration: Confluence Park – confluence location of Marsh Run and Antietam Creek; Paper Mill Park – longtime mill site of the Antietam Paper Company.

The Invitation to Bid was advertised on EUNA the County's online bidding website and on the State's "eMaryland Marketplace Advantage" website. Twenty-One (21) persons/companies registered/downloaded the bid document online. Seven (7) bids were received.

FISCAL IMPACT: Funds are budgeted in the capital improvement plan account 30-11900-REC044. Funding sources include \$100,000 ARPA, \$74,000 ARC, \$85,000 Whole Watershed Funding and the remaining County General Funds.

CONCURRENCES: Andrew Eshleman, Division Director of Public Works; Deputy County Attorney

ALTERNATIVES: Do not award bid and revise the full project scope

ATTACHMENTS: Bid Tabulation & Subgrant agreement

AUDIO/VISUAL NEEDS: N/A

PUR-1818 Antietam Creek Drive Water Trail Park

				EXCO USA, LLC Hagerstown, MD		WG Land Company, LLC Champion, PA		Excavating Associates, Inc. Ellerslie, MD	
				Total Price	\$395,000.00	Total Price	\$497,000.00	Total Price	\$644,190.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid Lump Sum Price	1	LS	\$380,000.00	\$380,000.00	\$473,000.00	\$473,000.00	\$631,557.00	\$631,557.00
2	Contingent Unit Price Schedule: Unit Price No. 1 Class I-A Unsuitable Material Excavation(unit price per cubic yard) x 100 Cubic Yards	100	CY	\$70.00	\$7,000.00	\$120.00	\$12,000.00	\$44.19	\$4,419.00
3	Contingent Unit Price Schedule: Unit Price No. 2 Selected Backfill(unit price per cubic yard) x 100 Cubic Yards	100	CY	\$80.00	\$8,000.00	\$120.00	\$12,000.00	\$82.14	\$8,214.00

				A-Zone Environmental		DSM Contracting (DSM)		MJ Double K Farms, LLC	
				Total Price	\$759,920.00	Total Price	\$776,510.00	Total Price	\$870,300.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid Lump Sum Price	1	LS	\$748,920.00	\$748,920.00	\$764,510.00	\$764,510.00	\$858,800.00	\$858,800.00
2	Contingent Unit Price Schedule: Unit Price No. 1 Class I-A Unsuitable Material Excavation(unit price per cubic yard) x 100 Cubic Yards	100	CY	\$65.00	\$6,500.00	\$60.00	\$6,000.00	\$50.00	\$5,000.00
3	Contingent Unit Price Schedule: Unit Price No. 2 Selected Backfill(unit price per cubic yard) x 100 Cubic Yards	100	CY	\$45.00	\$4,500.00	\$60.00	\$6,000.00	\$65.00	\$6,500.00

				Rowland & Company	
				Total Price	\$870,382.29
Line #	Description	QTY	UOM	Unit	Extended
1	Base Bid Lump Sum Price	1	LS	\$850,382.29	\$850,382.29
2	Contingent Unit Price Schedule: Unit Price No. 1 Class I-A Unsuitable Material Excavation(unit price per cubic yard) x 100 Cubic Yards	100	CY	\$100.00	\$10,000.00
3	Contingent Unit Price Schedule: Unit Price No. 2 Selected Backfill(unit price per cubic yard) x 100 Cubic Yards	100	CY	\$100.00	\$10,000.00

Bids Opened: August 19, 2026

Subgrant Agreement

RECITALS:

This Subgrant Agreement is entered into between the Catoctin Land Trust (CLT) as the “Subgrantor” and the Board of County Commissioners of Washington County (the County), as the “Subgrantee”.

This Subgrant Agreement is made pursuant to the State of Maryland, acting through the Department of Natural Resources Whole Watershed Fund Grant Agreement to CLT.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. PURPOSE OF THE SUBGRANT

The purpose of the Subgrant is for design or construction funding of the Antietam Drive Water Trail Park.

ARTICLE II. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee assures CLT that the County will:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of Federal, State and Local laws.
- B. Will be bound by and will bind all subcontractors to the State of Maryland Whole Watershed Fund Agreement dated August 4, 2025. See Appendix A for State of Maryland Whole Watershed Fund Agreement #14-26-4333-WW between the State of Maryland, acting through the Department of Natural Resources and Catoctin Land Trust.

ARTICLE III. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from _____, 2026, until the final report is submitted by CLT to DNR.

ARTICLE IV. AMOUNT OF GRANT/PAYMENTS

- A. This subgrant is in the total amount of Eighty-Five Thousand Dollars (\$85,000.00).
- B. The County will submit invoices to CLT who will submit quarterly invoices to the State of Maryland for reimbursement.

ARTICLE V. TERMINATION

- A. CLT reserves the right to terminate this Agreement if the County violates Article II of this Agreement.
- B. The County shall return any unspent funds granted to them within ten (10) days of notice of termination.

ARTICLE VI. INDEMNITY

- A. The County will indemnify and hold harmless CLT against all liability to third parties (other than liability solely the fault of CLT) arising from or in connection with this Agreement.

Catoctin Land Trust

**Washington County Board
of County Commissioners**

(Signature)

Date:

(Signature)

Date:

Appendix A

State of Maryland
Department of Natural Resources

Whole Watershed Fund

Grant Agreement

This Grant Agreement, entered into this 4th day of August, 2025 by and between the State of Maryland, acting through the Department of Natural Resources, Tawes State Office Building, 580 Taylor Avenue, Annapolis, MD 21401 (hereinafter “Department”) and

Catoctin Land Trust

P.O. Box 615, Frederick, Maryland 21705
Employer Identification Number (EIN): 01-0578410

(hereinafter “Grantee), (hereinafter, individually, a “Party” and, collectively, the “Parties”).

WHEREAS, there is a Whole Watershed Fund, established to provide financial and technical assistance for accelerating Maryland’s restoration of the Chesapeake Bay and Atlantic Coastal Bays and associated watershed stream and floodplain projects. Progress in meeting the goals of the Whole Watershed Act will result from five-year pilot efforts to focus on nonpoint source pollution and shallow water habitat and water quality improvements, as set forth in the Annotated Code of Maryland, Natural Resources Article §8-2B-01 *et seq.* (the “Act”);

WHEREAS, the Whole Watershed Restoration Partnership administers the Whole Watershed Fund in accordance with the final work and expenditure plans, including distribution of funds through grants to counties, bi-county agencies, municipalities, forest conservancy district boards, soil conservation districts, academic institutions, and nonprofit organizations that have a demonstrated ability to implement nonpoint source pollution control projects; and

WHEREAS, funding has been appropriated for the Whole Watershed Fund by the General Assembly for Fiscal Year 2026, to be disbursed in grants to certain entities, for the purposes set forth in the Act; and

WHEREAS, the Grantee has been selected by the Whole Watershed Restoration Partnership (State Management Team), specifically for the 8-digit Hydrological Unit Code 02140502, Antietam Creek Basin and the Grantee has agreed to the provisions contained herein;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein in and the receipt of a Grant in the amount of Two Million, Two Hundred Forty-Eight Thousand, Eight Hundred Seventy-Six Dollars and Zero Cents (\$2,248,876.00) ("Grant Award") the parties agree to the following provisions:

1. **Term.** This Grant Agreement (hereafter "Agreement") shall be effective as of August 1, 2025 ("Effective Date") and shall expire without notice on June 30, 2027 (End Date"). The Parties agree that this Agreement is valid, binding, and enforceable upon the Parties from and including the Effective Date.
2. **Scope of Work.** The Grantee shall use the Grant Award solely to complete the work detailed in the Scope of Work in **Attachment A: Scope of Work, Budget and Other Requirements**, which is incorporated into and made an integral part of this Agreement. The Scope of Work shall specifically describe the use(s) of the funds provided under the grant, accountability measures that the Department can use to verify expenditure of the Grant Award in compliance with this Agreement and provisions for verification that practices are being implemented.
3. **Notice to Proceed.** No work may be initiated under this Agreement until the Grantee has been instructed in writing to proceed by the Department.
4. **Standard of Performance.** The Grantee is responsible for supervision and inspection of, and the technical accuracy and coordination of all work pursuant to this Agreement as set forth in Attachment A: Scope of Work. The work performed utilizing the Grant Award will comply with Annotated Code of Maryland, Natural Resources Article §8-2B-01 *et seq.*
5. **Prosecution of the Work.** The Grantee shall prosecute all work described in the Attachment A: Scope of Work continuously and diligently until complete.
6. **Amendments and Modifications.** This Agreement may be amended or modified only in writing signed by both Parties.
7. **Independent Entity.** Grantee acknowledges that it is neither an agent nor an employee of the Department, but is an independent entity, and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.
8. **Supplies and Materials.** The Grantee shall be responsible for identifying and acquiring all supplies and materials necessary for performance of all work described in Attachment A: Scope of Work. Grantee will procure goods and services in order to perform the project or work for which the Grant Award has been made in accordance with applicable procurement requirements.
9. **Taxes.** The Grantee shall be responsible withholding any payroll taxes and social security payments due in relation to the Agreement.

10. **No Assignment.** The Grantee shall not assign or transfer its rights or responsibilities pursuant to this Agreement or any portion thereof without prior written consent of the Department.
11. **Intellectual Property.** Project Results are defined as reports, drawings, studies, estimates, maps, and computations. Unless otherwise specified in writing, the Grantee agrees that all Project Results prepared by or for it under the terms of the Agreement shall be delivered upon request to the Department upon termination or completion of the work. The Grantee will own all rights to Project Results created solely by the Grantee. Grantee and Department will jointly own Project Results co-created by Grantee and Department. The Department will own Project Results created solely by the Department. Each Party agrees to grant and hereby does grant to the other Party a nonexclusive, non-transferable, non-assignable, royalty-free right and license in the Project Results for its use solely in support of internal, non-commercial research, educational purposes, or any other obligation compelled by statute or regulation.
12. **Billings; Payments.**
- A. Funds paid to the Grantee under this Agreement shall be used only for the purposes set forth in this Agreement and the Attachment A: Scope of Work. The Grantee shall submit billings for the expenses authorized for the work under this Agreement in accordance with the payment schedule set forth in Attachment A: Other Requirements. Each billing shall identify the progress made in relation to the schedule, and the amount of payment requested. The Grantee shall submit a final invoice no later than 30 days after the date of expiration of this Agreement set forth in Paragraph 1, above. The Department will issue payment on a submitted billing once it determines that the progress described therein satisfies the requirements set forth in the Scope of Work.
 - B. The Grantee shall follow cost accounting practices acceptable to the Department. Payments will be made only for the costs authorized in Attachment A: Budget. Billings shall be due and payable within 30 days of receipt by the Department and the Department's determination of compliance with the Agreement. The Grantee agrees that no claims or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.
 - C. Grantee agrees to include on the face of all invoices billed to the State, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations.

13. **Status/Progress Reports.** Unless waived in writing by the Department, the Grantee shall submit quarterly status/progress reports to the Department at the same time as the billing submissions required under Paragraph 12, above. Each status report shall contain the information required by Annotated Code of Maryland, Natural Resources Article § 8-2B-02(i) for work performed during that quarter. Payment of the costs identified in the billing submissions is contingent on the Department's satisfaction with the Grantee's progress in the work. At the end of the term of the Agreement, the Grantee shall submit a final report, as described in Attachment A: Other Requirements.
14. **Subcontract or Subgrant.** In the case of any subcontract or subgrant, the Grantee agrees to bind the subcontractor or subgrantee and every subcontractor or subgrantee agrees to be bound by all terms of this Agreement, unless the Grantee requests, and the Department agrees in writing, to amend this Agreement to modify or waive one or more provisions.
15. **Inspections.** The Department shall have the right, during normal business hours, to enter upon and inspect the lands, equipment, records, and property owned or used by the Grantee in connection with this Grant, to determine the Grantee's compliance with the terms and conditions of this Agreement. Grantee shall facilitate and assist the Department with obtaining access to all property improved or impacted by the use of funds granted under this Agreement in order for the Department to confirm use of grant funds is compliant with this Agreement and the project is maintained as appropriate.
16. **Audit.** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of three years after the conclusion of the Grant, or any applicable statute of limitations, whichever is longer. Should the Department determine that Grant funds have been expended for activities outside the scope of this Agreement, the Grantee, on demand by the Department, shall reimburse the Department for all unallowable costs.
17. **Title to Equipment and Personal Property.** Subject to the obligations and conditions set forth in this Agreement, title to equipment or personal property acquired with funds under this Agreement by the Grantee or a subgrantee will vest upon acquisition in the Grantee or subgrantee respectively.
 - A. The Grantee shall maintain the equipment and personal property acquired with funds under this Agreement or utilized to perform the work outlined in the Scope of Work, in good order, and shall employ adequate safeguards to prevent loss, damage, or theft of the property.
 - B. For any item of real or personal property, including equipment acquired with Grant funds which has an original per-unit fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the duration of this Agreement or for 5 years, whichever is less,

obtain and maintain insurance covering loss of or damage to that equipment. The insurance shall provide full protection for the Grantee and the State as an Additional Insured against loss, damage, or destruction of or to the property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. In case of loss, theft, or damage of the insured property, proceeds of insurance required by this paragraph shall be applied towards replacement of the property or towards the partial or total repayment to the State of the Grant, in the sole discretion of the Department.

- C. Equipment purchased with grant funds shall be used by the Grantee for the project or work for which it was acquired as long as needed, whether or not the project or work continues to be supported by Whole Watershed Fund Grant funds.
- D. The Grantee may not use equipment acquired with Whole Watershed Fund Grant funds to provide services for a fee to compete with private companies that provide equivalent services, unless it is specifically allowed by federal or state law.
- E. When no longer needed for the project or work under this Agreement, the equipment may be used in other work or projects currently or previously supported by a state agency. The Grantee may acquire replacement equipment and may use the original equipment to be replaced as a trade-in to offset the cost of the replacement equipment. If this need occurs before the expiration of the project, the equipment trade-in is subject to the approval of the Department.
- F. When no longer needed for the project or work under this Agreement or any other project currently or previously supported by a State agency, personal property and equipment, including replacement equipment, acquired under this Grant with a current per-unit fair market value of less than five thousand dollars (\$5,000.00) may be retained, sold, or otherwise disposed of by the Grantee. If disposed of, any proceeds from a disposition shall be applied to repay to the State the portion of the Grant allocable to the property disposed of, less commercially reasonable depreciation, unless the Grantee and the Department agree to other terms and conditions.

18. **Laws of Maryland.** This Agreement shall be governed by the laws of the State of Maryland, and the Parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any questions arising hereunder.

19. **Compliance with Laws.**

The Grantee hereby represents and warrants that:

- A. If a private entity, it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- B. It will procure goods and services in order to perform the project or work for which the Grant Award has been made in accordance with applicable procurement requirements, and that Grantees' procurement policies do not conflict with State law.
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

20. Commercial Nondiscrimination Clause.

- A. As a condition of entering into this Agreement, Grantee represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under State Finance and Procurement Article, Title 19, Annotated Code of Maryland. As part of this compliance, Grantee may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Grantee retaliate against any person for reporting instances of such discrimination. Grantee shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Grantee understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Grantee from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- B. The Grantee shall include the provision in §A of this regulation in all subcontracts to the State contract.

21. Indemnification. Grantee is responsible for, and shall defend, indemnify, the State be deemed contributorily negligent, from all suits, actions, liability, or claims of liability (including reasonable attorneys' fees) arising out of:

- (a) The Project, including its construction.
- (b) Grantee's use, occupancy, conduct, operation, or management of the Project.

- (c) Any negligent, intentionally tortious, or other act or omission of Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project.
- (d) Any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Project or any of Grantee's activities in connection therewith.

22. **Disputes.** Any disputes between the Department and the Grantee related to this Agreement shall be presented in writing by the Party asserting the dispute, to the other Party. The written statement shall set forth the nature and, if applicable, the monetary value of the dispute, and the facts on which the dispute is based. The Parties agree that they will work diligently and in good faith to resolve any dispute, and that, pending the resolution of the dispute, the Grantee will proceed with the work under this Agreement.

23. **Termination.**

- A. Upon a thirty (30) day written notice, the Grantee or the Department may terminate this Agreement for convenience. The Department will pay all reasonable costs incurred by the Grantee in the Grantee's performance of the Scope of Work under this Agreement, which the Grantee has incurred and has documented, up to the date of termination, including, with approval of the Department based upon a determination that the commitment was reasonable considering the scope of the Grant, non-cancellable commitments.
- B. If the Grantee fails to fulfill its obligations under this Agreement, or otherwise violates any provision of the Agreement, payment may be withheld at the discretion of the Department. The Department may terminate the Agreement for default by issuing written notice to the Grantee. The notice shall specify the acts or omissions relied upon as cause for termination. The Department will pay all reasonable costs associated with the Grantee's work under this Agreement, which the Grantee has incurred and has documented, up to the date of termination.

24. **Agreement Representatives.** The Parties designate the following named individuals as Agreement Representatives for the purpose of any notices required under this Agreement. The Parties agree that each will promptly notify the other, in case of substitution of an Agreement Representative, or change in the Representative's contact information.

DNR CONTACT: Carol Cain, Project Officer,
(410) 260-8729 Carol.Cain@maryland.gov

David Lillard, Executive Director, Catoctin Land Trust
(240) 285-9354; David.Lillard@catoctinlandtrust.org

25. **Severability.** If any of these provisions shall contravene, or be invalid under, the laws of a particular state, county or jurisdiction where used, such contravention or

invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the Parties shall be construed and enforced accordingly.

26. **Whole Agreement.** This agreement embodies that whole agreement of the Parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated by reference.
27. **Electronic Signatures.** Signatures provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail or by an electronic signature program, shall be deemed to be original signatures.

IN WITNESS THEREOF, the Parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CATOCTIN LAND TRUST



Name: David Lillard

Title: Executive Director

Date: July 31, 2025

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES



Natalie Snider

Watershed and Climate Services, Unit Director

Date: 08/04/2025

THIS WHOLE WATERSHED FUND GRANT AGREEMENT FORM HAS BEEN APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL FOR THE DEPARTMENT OF NATURAL RESOURCES. ANY ADDITION OR MODIFICATIONS TO, OR DELETIONS FROM, THIS FORM MUST BE APPROVED BY THE ATTORNEY GENERAL'S OFFICE BEFORE SIGNATURES OR PERFORMANCE OF ANY WORK.

Talley H-S. Kovacs
Assistant Attorney General
Office of the Attorney General, Department of Natural Resources
July 1, 2025



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session

SUBJECT: Sole Source Procurement (PUR-1845) Keystone Fire Mobile Dispatch and Data Software

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Brandi Kentner, CPPO, Procurement Director; R. David Hays, Director of Emergency Services

RECOMMENDATION: Move to authorize a sole-source procurement for Fire Mobile Dispatch software, maintenance, and annual licensing fees used by the Division of Emergency Services and the volunteer fire and EMS companies in the amount of \$55,291.00 from Keystone Public Safety Inc., of Palm Beach Gardens, FL.

REPORT-IN-BRIEF: Division of Emergency Services wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County's requirements.

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: This is a sole-source procurement request; the requested vendor (Keystone) is the provider of the Mobile Dispatch System and operating software utilized by the County's Emergency Communications Center and the Emergency Services Departments throughout Washington County.

FISCAL IMPACT: Funds are available in the department's operating budget 505150-10-11440 for this purchase.

CONCURRENCES: R. David Hays, Director of Emergency Services

ALTERNATIVES: N/A

ATTACHMENTS: Keystone Public Safety's quote dated 7/1/26



Invoice

1400 BARLOW COURT
PALM BEACH GARDENS, FL 33410

Date	Invoice #
7/1/2026	5692

Bill To

Washington Cty Dept of Emergency Services
16232 Elliott Parkway
Williamsport, MD 21795-4083
Attn: Dave Hays

P.O. No	Terms
	Net 30

Quantity	Description	Rate	Amount
1	Software Maint: 07/01/2026-06/30/2027	0.00	0.00
1	Fire Mobile Client S/N esx-firemobile (166 Users)	34,301.00	34,301.00
1	Fire Mobile Desktop S/N esx-firemobile (32 Users)	4,978.00	4,978.00
1	Fire Mobile KeyMap Google (197 Users)	1,595.00	1,595.00
1	Fire Mobile KeyMap Google Usage (197 Users)	985.00	985.00
1	Fire Mobile MAP/AVL Server	2,904.00	2,904.00
1	Fire Mobile Map/AVL CAD Interface	6,375.00	6,375.00
1	Fire Mobile Server	4,153.00	4,153.00
		Total	\$55,291.00



Agenda Report Form

Open Session Item

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

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Office of Procurement; Sheriff, Brian Albert.

RECOMMENDED MOTION: Move to renew the contract for Uniforms for Washington County Sheriff's Officers with Galls, LLC of Lexington, KY, per the rates included in its letter received on August 7, 2026. Galls, LLC is requesting a 4% increase above the current rates due to increased costs from suppliers and increases in materials, transportation and labor costs. The current Consumer Price Index for apparel is 3.9%.

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

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

DISCUSSION: N/A

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

ATTACHMENTS: Renewal request from Galls, LLC dated August 7, 2026.

AUDIO/VISUAL NEEDS: N/A

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2026, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators

The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs

Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges

Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing.

Labor and Talent Management

We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity

Our blended cost increase in 2026 is approximately 4%. Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.



Mike Fadden
Chief Executive Officer Galls, LLC

GO

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X : Data unavailable due to the 2025 lapse in appropriations

X : Data unavailable due to the 2025 lapse in appropriations

Fechheimer

March 1, 2026

Galls Inc.
1340 Russell Cave Road
Lexington, KY 40505

Re: 2026 Price Increase

To Whom It May Concern;

As a result of continued cost increases in materials, trim, labor, tariffs, and overhead, Fechheimer will be implementing a price adjustment on all Flying Cross and Vertx styles, effective March 1, 2026. This adjustment represents a average increase of approximately 4% price increase on all Fechheimer (Flying Cross and Vertx).

If you have any questions or would like additional details, please do not hesitate to contact me directly.

Sincerely,

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

Brian Duffy
SVP, Customer Service



Customer:	Washington County - Sheriff's Officers Uniforms - Bid PUR-1569					
Attn:	Carin Baker					
Rep Name:	Larry Skinner					
Acct #:	4229305					
GQ Item#	Mft Model #	MFG Name	Description	2024 Price	2025 Price	2026 Price
JA1359		FECHHEIMER BROTHERS UNIFORM CO	Uniform Dress Blouses	\$ 675.53	\$ 736.33	\$ 791.55
TL150	FI 47780 86	FECHHEIMER BROTHERS UNIFORM CO	Class "A-B" Trousers- Patrol, Judicial & Detention- FI 47780 86 Flying Cross by Fechheimer Item# FI 47780 86, Justice Hidden Cargo Trousers with 1" French Blue Stripe.	\$ 95.98	\$ 104.62	\$ 112.47
TL127	FI 47780W 86	FECHHEIMER BROTHERS UNIFORM CO	Women's Trouser, Option 1 - FI 47780W 86 Flying Cross by Fechheimer Item# FI 47780W 86, Justice Hidden Cargo Trousers with 1" French Blue Stripe	\$ 95.99	\$ 104.63	\$ 112.48
TR677	47280	FECHHEIMER BROTHERS UNIFORM CO	Men's Trousers Option 2-FI 47280 Flying Cross by Fechheimer Item# 47280, Justice Four (4) Pocket Trousers with 1" French Blue Stripe	\$ 86.76	\$ 94.57	\$ 101.67
TR678	47280W	FECHHEIMER BROTHERS UNIFORM CO	Women's Trouser, Option 2-FI 47280W Flying Cross by Fechheimer Item# FI 47280W, Justice Four (4) Pocket Trousers	\$ 86.76	\$ 94.57	\$ 101.67
SR620	05W84	FECHHEIMER BROTHERS UNIFORM CO	Class "A-B" Shirt, Long Sleeve - Mens - Patrol, Judicial & Detention - 05W84 Flying Cross by Fechheimer Item# 05W84, Justice Shirts	\$ 92.98	\$ 101.35	\$ 108.95
SR729	105W84	FECHHEIMER BROTHERS UNIFORM CO	Women's Long Sleeve Shirt - 105W84 Flying Cross by Fechheimer Item# 105W84, Justice Shirts	\$ 92.98	\$ 101.35	\$ 108.95
SR728	55R84	FECHHEIMER BROTHERS UNIFORM CO	Men's Short Sleeve Shirt - 55R84 Flying Cross by Fechheimer Item# 55R84, Justice Shirts	\$ 84.37	\$ 91.96	\$ 98.86
SR619	155R84	FECHHEIMER BROTHERS UNIFORM CO	Women's Short Sleeve Shirt - 155R84 Flying Cross by Fechheimer Item# 155R84, Justice Shirts	\$ 84.37	\$ 91.96	\$ 98.86
TR2801	FX77400	FECHHEIMER BROTHERS UNIFORM CO	Class "C" Men's Trouser - Detention - Option 1 - FX77400 Flying Cross by Fechheimer Item# FX77400, FX STAT Hidden Cargo Trousers	\$ 57.24	\$ 62.40	\$ 67.08
TR2808	FX77400W	FECHHEIMER BROTHERS UNIFORM CO	Women's Trouser, Option 1 - FX77400W Flying Cross by Fechheimer Item# FX77400W, FX STAT Hidden Cargo Trousers	\$ 57.24	\$ 62.40	\$ 67.08
TR2800	FX77300	FECHHEIMER BROTHERS UNIFORM CO	Men's Trousers Option 2 - FX77300 Flying Cross by Fechheimer Item# FX77300, FX STAT External Cargo Trousers	\$ 57.24	\$ 62.40	\$ 67.08
TR2807	FX77300W	FECHHEIMER BROTHERS UNIFORM CO	Women's Trousers Option 2 - FX77300W Flying Cross by Fechheimer Item# FX77300W, FX STAT External Cargo Trousers	\$ 57.24	\$ 62.40	\$ 67.08
SH4119	FI FX7020	FECHHEIMER BROTHERS UNIFORM CO	Class "C" Detention Long Sleeve Shirts Mens - FI FX7020 Flying Cross by Fechheimer Item# FI FX7020, FX STAT	\$ 69.61	\$ 75.87	\$ 81.56
SH4122	FX7020W	FECHHEIMER BROTHERS UNIFORM CO	Women's Long Sleeve Shirt- FI FX7020W Flying Cross by Fechheimer Item# FI FX7020W	\$ 69.61	\$ 75.87	\$ 81.56
SH4115	FI FX7000	FECHHEIMER BROTHERS UNIFORM CO	Men's Short Sleeve Shirt - FI FX7000 Flying Cross by Fechheimer Item: FI FX7000	\$ 67.02	\$ 73.05	\$ 78.53
SH4118	FX7000W	FECHHEIMER BROTHERS UNIFORM CO	Women's Short Sleeve Shirt-FI FX7000W Flying Cross by Fechheimer Item# FI FX7000W	\$ 67.02	\$ 73.05	\$ 78.53
SH723	FI VTX8120	FECHHEIMER BROTHERS UNIFORM CO	Men's and Women's Class "C" Patrol/Judicial/K-9 Long Sleeve Shirt- FI VTX8120 Vertx Phantom LT Long Sleeve Shirt, FI VTX8120	\$ 72.92	\$ 79.48	\$ 85.44

GQ Item#	Mft Model #	MFG Name	Description	2024 Price	2025 Price	2026 Price
SR460	FI VTX8100	FECHHEIMER BROTHERS UNIFORM CO	Men's and Women's Short Sleeve Shirt- FI VTX8100 Vertx Phantom LT Short Sleeve Shirt, FI VTX8100	\$ 68.46	\$ 74.62	\$ 80.21
TR746	VTX8600	FECHHEIMER BROTHERS UNIFORM CO	Men's and Women's Phantom OPS Pants - VTX8600 Vertx Phantom OPS Men's Tactical Pants, VTX8600	\$ 66.20	\$ 72.16	\$ 77.57
TR1113	VTX1200	FECHHEIMER BROTHERS UNIFORM CO	Men's and Women's Fusion Light Weight Pants - VTX1200 Vertx Fusion LT Stretch Tactical Pants, VTX1200	\$ 73.41	\$ 80.01	\$ 86.01
SH400	VTX8528	FECHHEIMER BROTHERS UNIFORM CO	SRT Recon Combat Shirt - VTX8528 Vertx	\$ 93.88	\$ 102.32	\$ 110.00
TJ616	VTX1901	FECHHEIMER BROTHERS UNIFORM CO	Recon Combat Pants - VTX1901 Vertx	\$ 104.62	\$ 114.03	\$ 122.58
TR746	VTX8600	FECHHEIMER BROTHERS UNIFORM CO	Phantom Ops Pants -VTX8600 Vertx	\$ 66.20	\$ 72.16	\$ 77.57
TR1113	VTX1200	FECHHEIMER BROTHERS UNIFORM CO	Fusion Light Weight Pants - VTX1200 Vertx	\$ 73.41	\$ 80.01	\$ 86.01
JC433	VTX8800	FECHHEIMER BROTHERS UNIFORM CO	Outerwear - Jacket - Patrol/ Judicial / Detention/ SRT - VTX8800 Vertx Integrity Shell Jacket, VTX8800	\$ 218.72	\$ 238.41	\$ 256.29
TR2787	VTX8815	FECHHEIMER BROTHERS UNIFORM CO	Vertx Integrity Shell Pants - VTX8815	\$ 170.12	\$ 185.43	\$ 199.34
JS1550	FI 57100	FECHHEIMER BROTHERS UNIFORM CO	Duty Guard HT Pullover- Men's - FI 57100 Flying Cross by Fechheimer, FI 57100	\$ 123.18	\$ 134.26	\$ 144.33
JA2701	FI 57100W	FECHHEIMER BROTHERS UNIFORM CO	Duty Guard HT Pullover - Women's - FI 57100W	\$ 123.18	\$ 134.26	\$ 144.33
JA2617	FI 57300	FECHHEIMER BROTHERS UNIFORM CO	Duty Guard HT+ Pullover Men's - FI 57300 Flying Cross by Fechheimer,	\$ 140.55	\$ 153.20	\$ 164.69
JA2701	FI 57300W	FECHHEIMER BROTHERS UNIFORM CO	Duty Guard HT+ Pullover Women's - FI 57300W Flying Cross by Fechheimer,	\$ 140.55	\$ 153.20	\$ 164.69
JA2050	FI 56100	FECHHEIMER BROTHERS UNIFORM CO	Duty Guard ST Outer Shell Jacket - FI 56100 Flying Cross by Fechheimer	\$ 218.36	\$ 238.01	\$ 255.86
JA820	54100A	FECHHEIMER BROTHERS UNIFORM CO	Softshell Jacket - Flying Cross by Fechheimer, 54100A	\$ 118.73	\$ 129.41	\$ 139.12
SW977	VTX4000P	FECHHEIMER BROTHERS UNIFORM CO	Men's Cold Black Short Sleeve Polo - Patrol/Judicial/ Detention/SRTVTX4000P Vertx VTX4000P	\$ 56.01	\$ 61.05	\$ 65.63
SW863	52600	FECHHEIMER BROTHERS UNIFORM CO	Mock Turtleneck - 52600 Flying Cross	\$ 29.36	\$ 32.01	\$ 34.41
ST162	52100	FECHHEIMER BROTHERS UNIFORM CO	Mock Dickie- 52100 Flying Cross	\$ 9.48	\$ 10.33	\$ 11.11
ST315	790	FECHHEIMER BROTHERS UNIFORM CO	Justice V-Neck Sweater- 790 Flying Cross	\$ 109.50	\$ 119.36	\$ 128.31
SH4607	305VS8426	FECHHEIMER BROTHERS UNIFORM CO	Hybrid Long Sleeve Shirt - Men's - XI 305VS8426 Flying Cross	\$ 69.39	\$ 75.63	\$ 81.30
SH4605	XI 205VS8426	FECHHEIMER BROTHERS UNIFORM CO	Hybrid Long Sleeve Shirt - Women's - XI 205VS8426 Flying Cross	\$ 69.39	\$ 75.63	\$ 81.30
SH4608	XI 655VS8426	FECHHEIMER BROTHERS UNIFORM CO	Hybrid Short Sleeve Shirt - Men's - XI 655VS8426 Flying Cross	\$ 58.35	\$ 63.60	\$ 68.37
SH4606	XI 255VS8426	FECHHEIMER BROTHERS UNIFORM CO	Hybrid Short Sleeve Shirt- Women's - XI 255VS8426 Flying Cross	\$ 58.35	\$ 63.60	\$ 68.37
UA692	45095	Samuel Broome	Neckties	\$ 8.22	\$ 8.96	\$ 9.28
HW795	S-40	Stratton	Straw Hats Navy blue campaign triple brim straw hats as manufactured by the Stratton Company.	\$ 78.06	\$ 85.08	\$ 88.06
HA976	F-40	Stratton	Felt Hats Navy blue campaign style 3X beaver felt hats as manufactured by the Stratton Company.	\$ 161.80	\$ 176.36	\$ 182.53
ZK561 blk 3 gld	ST-3P-BRSBUC-BK	Stratton	3 Piece Leather Strap- Black with Brass Buckles - ST-3P-BRSBUC-BK Stratton SKU: ST-3P-BRSBUC-BK	\$ 9.23	\$ 10.06	\$ 10.41
ZK561 blk 3 nkl	ST-3P-BK	Stratton	3 Piece Leather Strap-Black with Silver Buckles - ST-3P-BK Stratton	\$ 9.23	\$ 10.06	\$ 10.41
SW3137		FECHHEIMER BROTHERS UNIFORM CO	MENS S/S IMPACT POLO	50.75	\$ 55.32	\$ 59.47
EY3771		GALLS	Sheriff Logo Embroidered	7.62	\$ 8.31	\$ 8.60
PEC01		GALLS	Name Embroidered	7.04	\$ 7.67	\$ 7.94



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1831) – Bulk Delivery of Road Salt

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Office of Procurement, and Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the Primary contract for the purchase and delivery of Bulk Road Salt to the responsible, responsive bidder, Morton Salt, Inc., of Overland, KS who submitted the price of \$91.20 per ton and to award the Secondary contract for the purchase and delivery of Bulk Road Salt to the responsible, responsive bidder, Eastern Salt Company, Inc., of Lowell, MA who submitted the price of \$96.90 per ton.

REPORT-IN-BRIEF: On July 29, 2026, the County issued an Invitation to Bid (ITB) for Bulk Road Salt. The salt will be purchased on an as-needed basis to be used on county-maintained roads for snow and ice control. The County uses an average of fifteen thousand (15,000) tons of road salt annually. The contract period is to tentatively begin October 1, 2026, and end April 30, 2027. The above recommendations are for the County's requirements only; the City of Hagerstown shall make its award independently from the County. The County guarantees neither a minimum/maximum quantity of bulk road salt to be purchased under this contract.

The Invitation to Bid was posted on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" website and the County's online bidding website (Euna). Twenty (20) persons/companies registered/downloaded the bid document online. On August 26, 2026, a total of six (6) bids were received.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's FY27 operating budget account 586025-20-20030.

CONCURRENCES: Andrew Eshleman, Division Director of Public Works

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation

AUDIO/VISUAL NEEDS: N/A

PUR-1831
Bulk Delivery of Road Salt

				Compass Minerals America, Inc. Overland, KS		Morton Salt, Inc. Overland, KS		Eastern Salt Co., Inc. Lowell, MA	
				Total Price	\$0.00	Total Price	\$91.20	Total Price	\$96.90
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Bulk Road Salt (Per Ton - Delivered)	1	TON	No Bid		\$91.20	\$91.20	\$96.90	\$96.90

				Cargill, Incorporated- Salt, Road Safety North Olmsted, OH		Deicing Depot LLC Deerfield, FL		Government MLO Supplies Bethesda, MD	
				Total Price	\$101.77	Total Price	\$109.00	Total Price	\$158.67
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Bulk Road Salt (Per Ton - Delivered)	1	TON	\$101.77	\$101.77	\$109.00	\$109.00	\$158.67	\$158.67

Supplier Notes

Government MLO Supplies - 3-10 days delivery

Bids Opened: August 26, 2026



Agenda Report Form

Open Session Item

SUBJECT: Hiring Recommendation for Airport Deputy Director

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Chip Rose, Director, Human Resources; Neil Doran, Director, Hagerstown Regional Airport

RECOMMENDED MOTION: Staff Seeks motion to extend an offer to Shon Dempsey for Position #1971, Deputy Director, Airport. The proposed offer is Grade 16, Step 12 (\$53.53/hr. or \$111,342 annually).

REPORT-IN-BRIEF: Staff Seeks motion to extend an offer to Shon Dempsey for Position #1971, Deputy Director, Airport. The proposed offer is Grade 16, Step 12 (\$53.53/hr. or \$111,342 annually).

DISCUSSION Staff Seeks motion to extend an offer to Shon Dempsey for Position #1971, Deputy Director, Airport. The proposed offer is a Grade 16, Step 12 (\$53.53/hr. or \$111,342 annually).

FISCAL IMPACT: N/A- This is a budgeted position.

CONCURRENCES: Michelle Gordon, County Administrator

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS:



Agenda Report Form

Open Session Item

SUBJECT: Hiring Recommendation for Assistant County Attorney

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Chip Rose, Director, Human Resources and Zachary Kieffer, County Attorney

RECOMMENDED MOTION: Staff Seeks motion to extend an offer to Michael Bouey for the position of Assistant County Attorney. The offer is for Grade 17 Step 6 (\$49.86/hr. or \$103,709/annually).

REPORT-IN-BRIEF: Staff Seeks motion to extend an offer to Michael Bouey for the position of Assistant County Attorney. The offer is for Grade 17 Step 6 (\$49.86/hr. or \$103,709/annually).

DISCUSSION: Staff Seeks motion to extend an offer to Michael Bouey for the position of Assistant County Attorney. The offer is for Grade 17 Step 6 (\$49.86/hr. or \$103,709/annually).

FISCAL IMPACT: N/A- This is a budgeted position.

CONCURRENCES: Michelle Gordon, County Administrator

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS:



Agenda Report Form

Open Session Item

SUBJECT: Hiring Recommendation for Division Director of Environmental Management

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Chip Rose, Director, Human Resources

RECOMMENDED MOTION: Staff Seeks motion to extend an offer to David Mason for Position #906, Division Director of Environmental Management. The proposed offer is Grade 19, Step 27 (\$97.66/hr. or \$203,133 annually).

REPORT-IN-BRIEF Staff Seeks motion to extend an offer to David Mason for Position #906, Division Director of Environmental Management. The proposed offer is Grade 19, Step 27 (\$97.66/hr. or \$203,133 annually).

DISCUSSION Staff Seeks motion to extend an offer to David Mason for Position #906, Division Director of Environmental Management. The proposed offer is Grade 19, Step 27 (\$97.66/hr. or \$203,133 annually).

FISCAL IMPACT: N/A- This is a budgeted position.

CONCURRENCES: Michelle Gordon, County Administrator

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS:



Agenda Report Form

Open Session Item

SUBJECT: Reappointment – Washington County Police Accountability Board

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Rosalinda Pascual, Deputy County Attorney

RECOMMENDED MOTION: Motion to approve to re-appoint the following members of the Police Accountability Board:

- Danielle Weaver to serve their second full, three-year term with the PAB from August 1st, 2026 through July 31st, 2029
- Ron Humbel to serve their second full, three-year term with the PAB from September 1st, 2026 through August 31st, 2029,
- Amber Hill, Chair of the PAB, to serve their second full, three-year term with the PAB September 1st, 2026 through August 31st, 2029.

REPORT-IN-BRIEF: The PAB is a 7-member board that meets quarterly and make policy recommendations to law enforcement agencies, and other responsibilities as laid out by ORD-2022-10, also known as the Washington County Maryland Police Accountability Ordinance. The PAB is required to exist per the Maryland Police Accountability Act of 2021. Per the Ordinance, the BOCC appoints the Chair of the PAB. This is not a paid board.

DISCUSSION:

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Appointment – Washington County Administrative Charging Committee

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Rosalinda Pascual, Deputy County Attorney

RECOMMENDED MOTION: Motion to approve the reappointment of Doug Mullendore to the Washington County Administrative Charging Committee for his first full three-year term from September 1st, 2026 through August 31st, 2029; this is a paid board.

REPORT-IN-BRIEF: The Washington County Administrative Charging Committee (ACC), in accordance with the provisions of ORD-2022-10, known as the Washington County Maryland Police Accountability Ordinance, has two members who are appointed by the BOCC. The ACC is 5-member board that reviews investigatory files of police misconduct complaints against police officers in our County. They make determinations, based upon review of said files, of whether to administratively charge involved police officers.

DISCUSSION:

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Washington County Board of Social Services - Reappointment

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Dawn L. Marcus, County Clerk

RECOMMENDATION: Move to reappoint Dana Pentoney, to serve a second, three-year term from July 1, 2026, through June 30, 2029, on the Board of Social Services. The Board is a mandate of the State of Maryland.

REPORT-IN-BRIEF: The Board of Social Services advises the local director as to the local application of State policies or procedures and communicates to the residents of the County information as to the objectives, policies, programs and problems of local services, among other duties. Membership consists of nine individuals; eight appointed by the County Commissioners and one County Commissioner liaison (ex-officio).

DISCUSSION: N/A

FISCAL IMPACT: This is not a paid board.

CONCURRENCES: Washington County Board of Social Services

ATTACHMENTS: N/A



Agenda Report Form

SUBJECT: Adoption of Findings of Fact and Decision for Zoning Map Amendment RZ-26-003

PRESENTATION DATE: September 15, 2026

PRESENTATION BY: Zachary Kieffer, County Attorney

RECOMMENDED MOTION: Move to Adopt Written Findings of Fact and Decision for Zoning Map Amendment RZ-26-003

REPORT-IN-BRIEF: Following a public hearing on July 21, 2026, the Board of County Commissioners voted to approve (5-0) the request for a zoning map amendment by Michael Godinez for real property owned by Tracy Greene and FB Real Estate, LLC from RM – Residential, Multifamily to HI – Highway Interchange.

DISCUSSION: Michael Godinez requested a zoning map amendment for Parcels 1373 and 1374 (18132 and 18128 Maugans Avenue, respectfully) on Tax Map 243. The Planning Commission recommended approval after holding a public meeting. The purpose of this motion is to formally adopt and approve the written decision and accompanying Ordinance.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A.

ATTACHMENTS: Written Findings of Fact and Decision

AUDIO/VISUAL NEEDS: N/A

BEFORE THE
BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DECISION
Rezoning Case RZ-26-003

Property Owner:	Tracy Greene, FB Real Estate, LLC
Applicant:	Michael Godinez
Requested Zoning Change:	RM – Residential, Multifamily, Transition to HI – Highway Interchange
Property:	18132 and 18128 Maugans Avenue (the “Property”)

An application to rezone the properties located at 18128 and 18132 Maugans Avenue in Hagerstown, MD from a Residential Multi Family (RM) designation to a Highway Interchange (HI) designation was submitted on February 19, 2026. Pursuant to Md. Code Ann., Land Use § 4-204 and Washington County Zoning Ordinance (the “Zoning Ordinance”) § 27.3, the Board of County Commissioners of Washington County, acting upon the Applicant’s Request, makes findings of fact with respect to the matters set forth in the Zoning Ordinance. We also consider the recommendation of the Planning Commission which was made in this case, the present and future transportation patterns, the relationship of the proposed reclassification to the Comprehensive Plan, and whether there has been convincing demonstration that the proposed rezoning would be appropriate and logical for the subject property. After considering the recommendation of the Planning Commission and hearing evidence presented by the Applicant at a Public Hearing on July 21, 2026, the Board will grant the requested zoning map amendment and makes the following Decision, which adopts the findings of the Staff Report and Planning Commission, as well as the Applicant’s arguments.

“Change or Mistake Rule”

When rezonings are not part of a comprehensive rezoning by the governing body, individual map amendments (aka piecemeal rezonings) are under an obligation to meet the test of the “Change or Mistake” Rule. Land Use §4-204(b). The Rule requires proof by the applicant that there has been either: a substantial change in the character in the neighborhood since the last comprehensive zoning plan (2012), or a mistake in designating the existing zoning classification.

As part of the evaluation to determine whether the applicant has proven whether there has been either a change or mistake in the zoning of a parcel, the Maryland Annotated Code Land Use Article § 4-204(b)(1) and the Washington County Zoning Ordinance state that the local legislative body is required to make findings of fact on at least six different criteria in order to ensure that a consistent evaluation of each case is provided. Those criteria include:

- 1) population change; 2) the availability of public facilities; 3) present and future transportation patterns; 4) compatibility with existing and proposed development for the area; 5) the recommendation of the planning commission; and 6) the relationship of the proposed amendment to the local jurisdiction's Comprehensive Plan.*

Even when the change or mistake has been sufficiently sustained, it merely allows the local governing body the authority to change the zoning; it does not require the change. The new zone must be shown to be appropriate and logical for the location and consistent with the County's Comprehensive Plan.

Criteria Analysis

Location:

The proposed rezoning site is two parcels located on the northern side of Maugans Avenue, approximately .30 miles northwest of Interstate 81. The total acreage of the parcels that are the subject of this rezoning is 0.72 acres.

Population Analysis

The Property is located within the Maugansville Election District (#13). As shown in the table in the Planning Commission Staff Report, the population in this district has grown 19% over the thirty-year period (0.63% per year) while the County has grown 21.6% (0.72% per year). Maugansville Election District saw the highest percentage of growth between the years 2000-2010 at 8.0%.

Availability of Public Facilities: Water and Sewer

The adopted Water and Sewerage Plan for the County establishes the policies and recommendations for public water and sewer infrastructure to help guide

development in a manner that helps promote healthy and adequate service to citizens. By its own decree, the purpose of the Washington County Sewerage Plan is "...to provide for the continued health and well-being of Washington Countians and our downstream neighbors..."¹. This is achieved through implementing recommendations within the County Comprehensive Plan and the Water and Sewerage Plan to provide for services in a timely and efficient manner and by establishing an inventory of existing and programmed services.

A. Water

W1-Existing Service (City of Hagerstown)

The Property is served by existing (W-1) public water facilities as they are located within the Urban Growth Area. This area has water service provided by the City of Hagerstown which also owns the distribution system. The surrounding area is also designated W-1 and served by the City.

B. Sewer

W-1 Existing Service (County)

The Property is served by existing (W-1) public sewerage facilities within the Urban Growth Area. The County owns the collection system and handles the effluent treatment at the Conococheague Wastewater Treatment Plant. Nearly all adjacent properties are also designated W-1 and served by the same treatment facility.

C. Fire and Emergency Services

The Property is located within the service area of the Maugansville Goodwill Volunteer Fire Company. Their station is located approximately 0.4 miles away from the Property; Community Rescue Service provides the nearest emergency rescue services, located 0.3 miles away.

D. Schools

¹ Washington County, Maryland Water and Sewerage Plan 2009 Update, Page I-2

The requested zoning classification, Highway Interchange (HI), does not permit residential development. Therefore, there would be no school capacity mitigation requirements for pupil generation under the County's Adequate Public Facilities Ordinance.

Present and Future Transportation Patterns

A. Road Access

The Property is located on Maugans Avenue. Maugans Avenue is functionally classified as Urban Minor Arterial.

B. Traffic Volume

The County's Division of Engineering collected single day traffic counts at five locations in the vicinity of the site in 2016 and 2022.

As shown in the table in the Planning Commission Staff Report, the highest traffic volume was recorded on Maugans Avenue with 9,847 vehicles, ~850' east of the rezoning site. The second highest volume was recorded at the intersection of Shawley Drive and Maugans Avenue with 2,532 vehicles. All but two locations recorded an increase in traffic volume between 2016 and 2020.

C. Future Road Improvements

According to a review of short- and long-term transportation planning documents, there is a project currently slated to occur in the immediate vicinity of the subject parcel on County, state or federal roads.

Improvements to the I-81 interchange at Maugans Avenue east of the site is identified in both the Hagerstown Eastern Panhandle Metropolitan Planning Organization's Long Range Transportation Plan (LRTP) and the Highways Plan of Washington County's Comprehensive Plan in the Transportation Chapter. According to the LRTP, the work will not be completed before the 2027-2035 time frame.

D. Public Transportation

This area is served by Route 443 of the County Commuter. Route 443 travels between the Washington County Transit Center in Hagerstown and the town of Williamsport. The route operates six days per week, between Monday and Saturday.

Compatibility with Existing and Proposed Development in the Area

A. Zoning

The Property is currently zoned Residential Multifamily (RM) and are requesting to change to Highway Interchange (HI). The purpose of the HI zoning district is:

“to provide suitable locations for commercial activities or light industrial land uses that serve highway travelers, provide goods and services to a regional population, or uses that have a need to be located near the interstate highway system to facilitate access by a large number of employees, or the receipt or shipment of goods by highway vehicles. In addition to providing accessible locations, the Highway Interchange District is intended to protect the safe and efficient operation of the interchange and to promote its visual attractiveness...”²

The HI Zoning District does not define its own individual permitted uses. The district instead pulls permitted uses from the BL, BG, PB, and ORT districts as well as IR with the exception of heliports and Commercial Communications Towers. The applicant for this rezoning did not state their intended use.

B. Land Use in the Vicinity

The proximity of the major transportation interchange influences the nature of the land use in the area. The portion of Maugans Avenue that the Property is on includes a mix of residential and commercial uses. The Seneca Ridge development sits directly north of the subject parcels, containing a mixture of single and multifamily structures.

There are a large number of commercial businesses on Maugans Avenue. Allegheny AG, United Auto Workers Union, and a commercial building to house seven businesses are located in the immediate vicinity of the subject parcels. The

² Washington County Zoning Ordinance, Article 19

west side of Maugans Avenue is predominantly devoted to commercial use. Maugansville lies just west of the rezoning site. Holsinger's Meat Market and Maugansville Creamery give way to residential land use.

C. Historic Resources.

Another important component of compatibility is the location of historic structures on and around the parcels being proposed for rezoning. According to the Washington County Historic Sites Survey there are zero existing historic sites located within an approximately ½ mile radius of the proposed rezoning area.

Relationship of the Proposed Change to the Adopted Plan for the County:

The purpose of a Comprehensive Plan is to evaluate the needs of the community and balance the different types of growth to create a harmony between different land uses. In general, this is accomplished through evaluation of existing conditions, projections of future conditions, and creation of a generalized land use plan that promotes compatibility while maintaining the health, safety, and welfare of the general public.

The Property is located in the sub-policy area High Density Residential. The Comprehensive Plan offers the following definition for this policy area:

*"High Density Residential areas are located in close proximity to existing urban cores. Residential uses associated with this area include single-family and two-family residences, triplexes, quadplexes, townhouses, and multi-family structures."*³

Discussion

The property in question is located on the left side of Maugans Avenue. As discussed above, this side of Magens Avenue is dominated by large commercial developments. At the time that these parcels were zoned as RM commercial development in the area was limited. This has changed. The current makeup of the area directly surrounding these parcels is now dominated by commercial developments. Additionally, all Maugans Avenue parcels located on the west side of I-81, with the sole exceptions of the two subject parcels, are zoned HI. This

³ 2040 Washington County, Maryland Comprehensive Plan, 14-22

means that the subject parcels are both physically and functionally isolated from any other property zoned RM. This leads the Board to believe that a mistake was made in the original zoning designation.

CONCLUSION

Based on the information provided by the Applicants in the initial application, further analysis by Staff and the recommendation of the Planning Commission, the Board of County Commissioners believes that there is sufficient evidence submitted to meet the burden for this Board to find both a substantial change and a mistake in rezoning the Properties to RM and support the application of HI – Highway Interchange to the subject area.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to form and legal sufficiency:

Victor Scarpelli
Assistant County Attorney

ORDINANCE NO. ORD-2026-

**AN ORDINANCE TO AMEND THE ZONING MAP
FOR WASHINGTON COUNTY, MARYLAND
(RZ-26-003)**

Pursuant to the provisions of Section 7A.0 *et seq.* of the Zoning Ordinance for Washington County, Maryland (*Zoning Ordinance*), Michael Godinez, the Applicant, has petitioned the Board of County Commissioners of Washington County, Maryland (*Board*), seeking to rezone 0.72 acres from Residential Multi-Family (RM) to Highway Interchange (HI).

The matter has been designated as Case No. RZ-26-003.

This application was reviewed by the Planning Commission, and the Planning Commission recommended that the application be approved.

The Board has considered all information presented at the public hearing conducted on July 21, 2026, and the recommendation of the Planning Commission. The Board has made factual findings and conclusions of law that are set forth in the attached Decision. The findings of fact and conclusions of law are incorporated herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of County Commissioners of Washington County, Maryland, that the property which is the subject of Case No. RZ-26-003 be, and hereby are, designated as Highway Interchange (HI).

IT IS FURTHER ENACTED AND ORDAINED that the official Zoning Map for Washington County be, and hereby is, amended accordingly. The Director of Planning and Zoning shall cause the Zoning Map to be amended pursuant to this Ordinance.

Adopted and effective this ____ day of July, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, Clerk

BY: _____
John F. Barr, President

Approved as to form and
legal sufficiency:

Zachary J. Kieffer
County Attorney

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