Derek Harvey Randal A. Leatherman Randall E. Wagner

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

BOARD OF COUNTY COMMISSIONERS August 26, 2025 OPEN SESSION AGENDA

9:00 AM	INVOCATION AND PLEDGE OF ALLEGIANCE CALL TO ORDER, President John F. Barr APPROVAL OF MINUTES: July 15, 2025
9:05 AM	COMMISSIONERS' REPORTS AND COMMENTS
9:20 AM	STAFF COMMENTS
9:30 AM	1. PUBLIC HEARING – REQUESTS BY ORGANIZATIONS TO BE ADDED TO THE LIST OF NONPROFIT ORGANIZATIONS TO WHICH THE BOARD OF COUNTY COMMISSIONERS MAY CONTRIBUTE FUNDS, PURSUANT TO SECTION 1-108 OF THE CODE OF THE PUBLIC LOCAL LAWS OF WASHINGTON COUNTY, MARYLAND (THE "1-108 LIST) Zachary J. Kieffer, County Attorney
10:00 AM	2. PUBLIC HEARING: APPLICATION FOR ZONING TEXT AMENDMENT RZ-25-005, ACCESSORY DWELLING UNITS Travis Allen, Senior Planner, Planning and Zoning

10:30 AM

3. FORGET-ME-NOT MONTHS (SEPTEMBER, OCTOBER, NOVEMBER 2025)
PROCLAMATION

Roard of County Commissioners to Dennis Reeder and James Arnold Disabled

Board of County Commissioners to Dennis Reeder and James Arnold, Disabled American Veterans Organization

Convene as the Board of Health

10:35 AM 4. SOR IV (STATE OPIOID RESPONSE) ADOLESCENT CLUBHOUSE Earl Stoner, Health Officer, Washington County Health Department

Reconvene as the Board of County Commissioners of Washington County

10:40 AM 5. ADOPTION OF THE 2040 COMPREHENSIVE PLAN FOR WASHINGTON COUNTY

Jill Baker, Director, Planning and Zoning

- 11:00 AM
 6. AMENDMENTS TO THE ADEQUATE PUBLIC FACILITIES ORDINANCE (APFO) AND THE BUILDING EXCISE TAX ORDINANCE (BETO) CONTINUED FROM JUNE 3, 2025

 Jill Baker, Director, Planning and Zoning
- 11:20 AM 7. ADEQUATE PUBLIC FACILITIES ORDINANCE (APFO) MITIGATION PROPOSAL ELMWOOD FARM SECTION 5D

 Jill Baker, Director, Planning and Zoning; William C. Wantz, Attorney, representing developers of Elmwood Farm Section 5D
- 11:40 AM 8. SOLE SOURCE AWARD (PUR-1767) VESTA 9-1-1 HARDWARE REFRESH UPGRADE FOR THE DEPARTMENT OF EMERGENCY COMMUNICATIONS Brandi Kentner, Director, Purchasing; Alan Matheny, Director, Emergency Management and Communications
 - 9. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0202) AUTOMATED SPEED ENFORCEMENT SYSTEM WASHINGTON COUNTY SHERIFF'S OFFICE

Brandi Kentner, Director, Purchasing; Colonel Pete Lazich, Washington County Sheriff's Office

10. CONTRACT AWARD (PUR-1640) EIGHT (8) PORTABLE LAW ENFORCEMENT RADIOS AND ACCESSORIES FOR THE WASHINGTON COUNTY SHERIFF'S DEPARTMENT

Brandi Kentner, Director, Purchasing; Major Todd Kerns, Patrol Commander, Washington County Sheriff's Office; Tom Weber, Deputy Director, Wireless Communications

11. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-203) – PURCHASE OF FOUR (4) NEW 2025 TRAIL KING TRAILERS FOR THE WASHINGTON COUNTY HIGHWAYS DEPARTMENT

Brandi Kentner, Director, Purchasing; Zane Rowe, Deputy Director, Highways Department

12. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-0204) LINE STRIPING OF COUNTY ROADS

Brandi Kentner, Director, Purchasing; Zane Rowe, Deputy Director, Highways Department; Doug Levine, Traffic Supervisor, Highways Department

11:50 AM 13. CONTRACT AWARD (PUR-1751) – EAST SIDE TERMINAL EXPANSION/REHABILITATION AT THE HAGERSTOWN REGIONAL AIRPORT

Andrew Eshleman, Director, Public Works; Neil Doran, Director, Hagerstown Regional Airport

11:55 AM 14. POTOMAC EDISON EASEMENT REQUEST

Todd Moser, Real Property Administrator, Engineering; Andrew Eshleman, Director, Public Works

12:00 PM 15. FY26 SENIOR CITIZEN ACTIVITIES CENTER OPERATING FUND GRANT – APPROVAL TO ACCEPT AWARDED FUNDING

Richard Lesh, Grant Manager, Grant Management; Sandy Wood, COO, Washington County Commission on Aging

16. 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANT – APPROVAL TO RATIFY THE SUBMISSION OF THE GRANT APPLICATION AND ACCEPT AWARDED FUNDING

Cody Swope, Emergency Management Specialist, Emergency Management; Richard Lesh, Grant Manager, Grant Management

17. STATE HOMELAND SECURITY GRANT PROGRAM – APPROVAL TO RATIFY THE SUBMISSION OF THE GRANT APPLICATION AND ACCEPT AWARDED FUNDING

Cody Swope, Emergency Management Specialist, Emergency Management; Richard Lesh, Grant Manager, Grant Management

- 12:10 PM 18. USTA GRANT FUNDING TO RESURFACE WCPS TENNIS COURTS

 Timothy Alexander, Assistant Parks Supervisor, Public Works Parks & Facilities;

 Maria Kramer, Director, Grant Management
- 12:15 PM
 19. MOU BETWEEN THE TOWN OF SMITHSBURG AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY
 Greg Cartrette, Director/Code Official, Permits and Inspections; Rosalinda Pascual, Deputy County Attorney
- 12:20 PM 20. PARTNERSHIP AGREEMENT: PARAMEDIC PROGRAM
 R. David Hays, Director, Emergency Services; Kevin Lewis, Deputy Director,
 Emergency Services; Dr. James Klauber, President, Hagerstown Community College;
 Teresa Shank, Dean of Workforce Solutions, Hagerstown, Community College
- 12:25 PM 21. EMS STAFFING TRANSITION DISCUSSION, VOLUNTEER FIRE COMPANY OF HALFWAY

 Chip Rose, Director, Human Resources; R. David Hays, Director, Emergency Services
- 12:30 PM 22. AMENDMENT TO COUNTY REAL TAX CREDIT ORDINANCE FOR FALLEN HEROES

 Aaron Weiss, Assistant County Attorney

- 12:35 PM 23. SHERIFF'S OFFICE: TOWN OF FUNKSTOWN COMMUNITY DEPUTY AGREEMENT AND WCPS SCHOOL RESOURCE OFFICER MOU Zachary Kieffer, County Attorney
- 12:40 PM 24. INTERFAITH SERVICE COALITION, MARTHA'S HOUSE, COMMISSIONER CONTINGENCY FUNDING REQUEST Michelle Gordon, County Administrator
- 12:50 PM 25. HAGERSTOWN REGIONAL AIRPORT ADVISORY COMMISSION APPOINTMENT Dawn Marcus, County Clerk
 - 26. WASHINGTON COUNTY BOARD OF SOCIAL SERVICES APPOINTMENT Dawn Marcus, County Clerk

12:55 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; or any other personnel matter that affects one or more specific individuals (1). Personnel matters are confidential, precluding discussion in open session.

- Discussion related to reclassification of position in Sheriff's Office
- Hiring Recommendation for open County position
- Hiring Recommendation for open County position
- Discussion of discipline of County employee
- Discussion of discipline of County employee
- Discussion of reclassification or repurpose of County position

To consider the acquisition of real property for a public purpose (3).

• Open session discussion would disadvantage and weaken County bargaining position.

To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State. Open session discussion would deter business from active engagement in discussion (4).

• Discussion of retention of national chain

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

- Status update and legal advice from County Attorney on County-involved legal matter
- Legal advice from outside council pertaining to settlement of litigation.

To consult with staff about pending litigation (8). Open session discussion would divulge confidential litigation strategies and case theories and settlement discussions.

• Discussion of upcoming arbitration hearing.

To discuss public security. Public Body has determined open session discussion would constitute risk to public safety. (10)

• Discussion of security of County facilities)

3:10 PM RECONVENE IN OPEN SESSION

RECESS

EVENING MEETING WITH THE TOWN OF KEEDYSVILLE Location: 100 West Washington Street, Hagerstown, Maryland 21740

6:00 PM	INVOCATION AND PLEDGE OF ALLEGIANCE CALL TO ORDER, President John F. Barr
6:05 PM	TOWN OF KEEDYSVILLE LEADERS' REPORTS AND COMMENTS
6:20 PM	COMMISSIONERS' AND COUNTY ADMINISTRATOR'S REPORTS AND COMMENTS
6:30 PM	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;

Derek Harvey, Commissioner: dharvey@washco-md.net or (240) 313-2206;

Randal A. Leatherman, Commissioner: raleatherman@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.

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING – Requests by organizations to be added to the list of nonprofit organizations to which the Board of County Commissioners may contribute funds, pursuant to § 1-108 of the Code of the Public Local Laws of Washington County, Maryland (the "1-108 List").

PRESENTATION DATE: Tuesday, August 26, 2025; 9:30 a.m.

PRESENTATION BY: Zachary J. Kieffer, County Attorney

RECOMMENDED MOTION: None. The Board may approve inclusion of one or more organizations to the 1-108 list or may take the matter under advisement for action at a later date.

REPORT-IN-BRIEF: The following organizations have submitted letters of request to be added to the 1-108 List:

Shield for All Seasons, Inc.

Senior Services Network, Inc.

Mt. Aetna Volunteer Fire Department

Mediation First, Inc.

Legal Aid Bureau, Inc. dba Maryland Legal Aid

Good News Hagerstown, Inc.

Global Vision Christian School Broadfording

First Hose Fire Company of Boonsboro

Fierce Cheer Sponsors, Inc.

Congregation B'nai Abraham

Cibus Mission

Boonsboro Town Alliance

DISCUSSION: The inclusion of a nonprofit organization on the § 1-108 list does not mean that the organization will receive funding from the Board. Funding determinations are made through the Community Organization Funding Committee process and the County's budgetary process.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Letters of Request and Supplemental Information

AUDIO/VISUAL NEEDS: None.



Hagerstown, August 1, 2025

Board of County Commissioners Washington County, Maryland 100 West Washington Street Hagerstown, MD 21740

Subject: Request for Inclusion on List of Organizations Eligible for Funding – Pursuant to Section 1-108(b)

Dear Commissioners,

On behalf of Shield for All Seasons, I respectfully submit this formal request to be included on the list of organizations eligible for funding by the Board of County Commissioners of Washington County, Maryland, pursuant to Section 1-108(b) of the Code of the Public Local Laws of Washington County. Shield for All Seasons is a Faith -based organization, a community based organization whose mission is to impact lives of the most vulnerable people with a focus on children and youth, boys and girls.

The founder and president of *Shield for All Seasons* is a migrant who arrived in the United States (US) in 1998. Born in a country hit by years of instability where poverty continues to separate and destroy families, leaving many children orphans with little hope for a better tomorrow, she was separated from her family and friends at the age of 19 to seek better opportunities and a safer environment in the US.

Adjusting to the American culture and environment was difficult and required guidance and support. The challenges she encountered and the ways she learned to overcome them have nurtured in her a strong desire to give back to the migrant community and their children, particularly as they seek support on how to navigate the American culture and their new environment.

The sense of responsibility and accountability to bring about positive change to many lives inspired her to create the organization Shield for All Seasons.

With more than 20 years of professional experience in development and humanitarian setting, she has considerable experience in managing grants with strong financial management and quality assurance skills that support data driven decision-making. She also brings a strong background in performance monitoring and compliance with donor regulations and in providing a solid operational platform that ensures effective management, oversight and accountability with a focus on achieving project results.

Shield for All Seasons has a dynamic board of directors, most of whom are migrants with stories to tell and who have successfully climbed ladders of achievement in their professional careers. The board is composed of 3 Directors: President, Secretary, and Treasurer.

Shield for All Seasons, Inc. 17343 Kilpatrick Court, Hagerstown, MD 21740 Tél. 202-594-0134 Email : mabayas12@gmail.com Shield for All Seasons 's main goal is to promote evidence-based, durable solutions and policy change and implementation that will ensure lasting change for all communities at scale.

Collaboration and partnership are core values for *Shield for all Seasons*. We encourage effective participation of beneficiaries from the startup of the project for them to own the project, partake effectively in their own development and be agents of their own change and transformation.

Shield for All Seasons's recent activities have focused on providing meals, hygiene support, and community outreach for individuals experiencing homelessness in Washington and Frederick Counties, using private funding and in-kind donations.

Please find enclosed the following documents in support of our request:

- A copy of our IRS determination letter confirming our 501(c)(3) tax-exempt status
- A current Certificate of Good Standing from the Maryland State Department of Assessments and Taxation

We understand that inclusion on the eligibility list does not guarantee funding, and that funding decisions will be made separately through the Community Organization Funding process and the County's overall budgetary deliberations.

We appreciate your consideration of this request. Please feel free to contact me at 202-504-0134 or mabayas 12@gmail.com should you need any additional information.

Thank you for your continued support and commitment to serving the people of Washington County.

Sincerely,
Sandrine Mabaya
Shield For All Seasons
17343 Kilpatrick court
Hagerstown, MD 21740
www.shieldforallseasons.org

STATE OF MARYLAND

EXECUTIVE DEPARTMENT
WES MOORE
GOVERNOR

ARUNA MILLER LT. GOVERNOR

OFFICE OF THE SECRETARY OF STATE STATE HOUSE ANNAPOLIS, MARYLAND 21401 (410) 974-3521 TOLL FREE 888-874-0013 FAX (410) 974-3190 TDD: 800-735-2258



SUSAN C. LEE SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF REGISTRATION

CHARITABLE ORGANIZATION

WHEREAS The Maryland Solicitations Act (Business Regulation Article, Title 6 of the Annotated

Code of Maryland) requires certain parties to register in this state;

WHEREAS has submitted an application and the proper forms for registration; and

WHEREAS said application has been reviewed and found to be complete and acceptable for

registration under Title 6 of the Business Regulation Article of the laws of Maryland,

NOW THEREFORE BE IT ORDERED that:

Shield For All Seasons, Inc.

101 Whiskey Creek Circle

Frederick, Maryland 21702

is hereby registered with the Secretary of State of Maryland as a Charitable Organization.



IN TESTIMONY WHEREOF I have hereunto set my hand and caused to be affixed the Seal of the Secretary of State at Annapolis, Maryland on January 30, 2025

Susan C. Lee

Secretary of State

Susan C. Lea

Registration Number: 52986

Hi, Sandrine Mabaya

∫ 0 🛱

State Corporation Commission Clerk's Information System

Dashboard | Online Services | Pay Registration Fees | CIS Help | Entity Search | Entity FAQs | Nonresident Property Owner Search | UCC Search | UCC FAQs | Profile

Entity Information

Entity Information

Entity Name: Shield for All Seasons

Entity Type: Nonstock Corporation

Series LLC: N/A

Formation Date: 02/18/2020

VA Qualification Date: 02/18/2020

Industry Code: 0 - General

Jurisdiction: VA

Registration Fee Due Date: Not Required

Entity ID: R1807337

Entity Status: Active

Reason for Status: Active and In Good Standing

Status Date: 12/02/2024

Period of Duration: Perpetual

Annual Report Due Date: N/A

Charter Fee: \$50.00

Privacy Policy Contact Us (f)

SHIELD FOR ALL SEASONS, INC. AKA SHIELD FOR ALL SEASONS: F25643701

General Information | Filing History | Annual Report/Personal Property

General Information

Department ID Number: F25643701

Business Name: SHIELD FOR ALL SEASONS, INC. AKA SHIELD FOR ALL SEASONS

Principal Office: 101 WHISKEY CREEK CIRCLE

FREDERICK MD 21702

17343 KILPATRICK COURT **HAGERSTOWN MD 21740**

Status: INCORPORATED

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: FOREIGN CORPORATION

Business Code: 03 ORDINARY BUSINESS - STOCK

Date of Formation/Registration: 01/07/2025 1

State of Formation: VA

Stock Status: STOCK

Paul Brown
Executive Director
Senior services Network

To Whom it may concern,

Please accept this letter as a request for Senior services Network to be included on the list of organizations eligible for funding by the Board of Commissioners of Washington/County, Maryland pursuant to Section 1-108(b) of the Code of the Public Local Laws of Washington County, Maryland.

Accompanying this letter is a copy of the IRS determination letter granting Senior Services Network a taxexempt status as a 501©(3) organization.

We have maintained a "good standing" status with the Maryland State /department of Assessment and Taxation.

Thank you for your time and consideration with this matter.

Sincerely,

Paul Brown

Executive Director

Senior Services Network

A Notice



Effective Friday, Nov. 1st, 2024, the Maryland State Department of Assessments and Taxation will no longer accept Electronic Checks (ACH) payments for online services. Please utilize a credit card, debit card, or PayPal for payment.

Fully vet any unsolicited requests for payment for services such as those listed below.

- 1. Solicitors not affiliated with SDAT are instructing newly registered businesses to send additional payment in order to obtain a Certificate of Status. Any 3rd party solicitation from a company attempting to represent the 'Maryland Secretary of State' or SDAT via mail or email should be fully vetted before submitting additional payment.
- 2. Solicitors not affiliated with SDAT are sending instructions to businesses entitled 'Annual Report Notice', in which they are asked to send \$400 to file an Annual Report through a third party service called "Business Services". This notice is not affiliated with SDAT. You may report the letter to the Maryland Secretary of State, the Federal Trade Commission (FTC) at www.ftccomplaintassistant.gov, or the United States Postal Inspection Service at www.uspis.gov or 1-877-876-2455.

Starting January 1, 2024, many companies will be required to report information to the U.S. government about who ultimately owns and controls them. For more information, please go to the FINCEN website. Thank you.

Department ID Number: D25165572

Business Name: SENIOR SERVICES NETWORK INC

Principal Office: 13916 WEAVER AVE

MAUGANSVILLE MD 21767

Resident Agent: 0 PAUL BROWN 13916 WEAVER AVE

MAUGANSVILLE MD 21767

Status: **INCORPORATED**

Good Standing: THIS BUSINESS IS IN GOOD STANDING

CORPORATION **Business Type:**

Business Code: 04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/Registration: 06/28/2024

State of Formation: MD

Stock Status: NONSTOCK April 14, 2025

Board of County Commissioners Washington County, Maryland 100 West Washington Street Hagerstown, MD 21740

Dear Commissioners,

On behalf of the Mt. Aetna Volunteer Fire Department, I respectfully submit this letter to formally request that our organization be added to Washington County's "Recognized Non-Profit List," as authorized under Section 1-108 of the Code of Public Local Laws.

Mt. Aetna Volunteer Fire Department is a 501(c)(3) nonprofit organization dedicated to providing critical fire suppression, emergency medical response, and public safety education to the residents and visitors of our community. As a fully volunteer-led department, we operate with a deep commitment to public service and community engagement, often going above and beyond to support safety initiatives and emergency preparedness in our region.

Recognition under Section 1-108 will strengthen our ability to serve the public by enhancing access to eligible county services, funding opportunities, and collaborative initiatives. This designation also affirms the vital role we play in the public safety infrastructure of Washington County.

We greatly appreciate your consideration of this request and your continued support of volunteer emergency services in Washington County. Should you require any additional information or documentation, we would be happy to provide it at your convenience.

Sincerely,

Robert Spence Treasurer Mt. Aetna Volunteer Fire Department 240-406-3574

STATE OF MARYLAND Department of Assessments and Taxation

I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HERBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT MT. AETNA VOLUNTEER FIRE DEPARTMENT, INC. (D00653428), INCORPORATED AUGUST 18, 1971, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED A.I.

ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MAY 12, 2025.

Daniel K. Phillips
Director

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Figure 1

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700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202 Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941 MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

> Online Certificate Authentication Code: 9yQgub5lNkarrcEsLshfig To verify the Authentication Code, visit http://dat.maryland.gov/verify

MT. AETNA VOLUNTEER FIRE DEPARTMENT, INC.: D00653428

A Notice



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- 2. Solicitors not affiliated with SDAT are sending instructions to businesses entitled 'Annual Report Notice', in which they are asked to send \$400 to file an Annual Report through a third party service called "Business Services". This notice is not affiliated with SDAT. You may report the letter to the Maryland Secretary of State, the Federal Trade Commission (FTC) at www.ftccomplaintassistant.gov, or the United States Postal Inspection Service at www.uspis.gov or 1-877-876-2455.

Starting January 1, 2024, many companies will be required to report information to the U.S. government about who ultimately owns and controls them. For more information, please go to the FINCEN website. Thank you.

Department ID Number:

D00653428

Business Name:

MT. AETNA VOLUNTEER FIRE DEPARTMENT, INC.

Principal Office:

10305 CRYSTALL FALLS DRIVE HAGERSTOWN MD 21742

Resident Agent:

JERRALD BANFE

10305CRYSTALFALLS DRIVE HAGERSTOWN MD 21742

Status:

REVIVED

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

CORPORATION

Business Code:

04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/ Registration:

08/18/1971

State of Formation:

MD

Stock Status:

NONSTOCK

Mediation First, INC Tereance Moore 82 W Washington Street Suite 309 Hagerstown MD, 21740

December 11, 2024

Office of the County Attorney 100 West Washington Street, Suite 1101 Hagerstown, Maryland 21740

Dear Ms. Jacobson,

I am writing to formally request that Mediation First be added to the Recognized Non-Profit list of organizations eligible for funding by the Board of County Commissioners of Washington County, Maryland, pursuant to Section 1-108(b) of the Code of Public Local Laws of Washington County, Maryland.

Mediation First is a 501(c)(3) non-profit organization that provides accessible and impartial mediation services to the community. Our work has had a meaningful impact, particularly in supporting the Day Reporting Center and facilitating conflict resolution initiatives that contribute to a safer and more cohesive community.

Over the past 5 years of our existence, Mediation First has demonstrated its alignment with the County's goals and values. We have received funding from the County for the services we provide to the Day Reporting Center, and we have also secured funding from the Gaming Commission, both as a standalone organization and as a subsidiary serving Washington County under Community Mediation Maryland: Mediation First. Also, as an organization recognized and funded in part by the Maryland Judiciary's Mediation and Conflict Resolution Office to serve our courts, prisons, schools, and community. These collaborations underscore our commitment to being a trusted partner in advancing community well-being.

In support of this request, I have enclosed the following documents:

- 1. A copy of Mediation First's IRS determination letter confirming our 501(c)(3) status.
- 2. Certificate of "Good Standing" MD State Department of Assessments and Taxation.
- 3. Brochures and a copy of our FY25 application

Mediation First is committed to continuing its vital work in Washington County and would greatly benefit from being eligible for future Community Organization Funding. We are confident that our inclusion on the Recognized Non-Profit list will allow us to further our impact and strengthen our ability to serve the residents of Washington County.

Please do not hesitate to reach out if any additional information or documentation is required. I am happy to provide any further materials needed to support this request.

Thank you for your time, attention, and support. I look forward to your response and the opportunity to strengthen Mediation First's partnership with Washington County.

Sincerely

Tereance Moore

Founder & CEO, Mediation First Email: t.r.moore@mediation1st.org

Phone: 240-291-8587



Board of Directors FY:	25-26		
Name	Position	Career	Term Length (Y)
Tereance Moore	Chalr	Executive Director	3
Ursula Gillory	Vice Chair	Human Resource Director (Kalser)	3
	Treasurer	Finance	3
Karen Boyer	Secretary	First United Bank	3
Mary Jane Bowyer	Community Relations	Marketing/Account Exec. (CNB Bank)	3
	Education Lead	Education	
	Legal / Courts Liason	Legal / Courts	
Staff			
Name	Position		Time of Service
Tereance Moore	Center Director		5
Anastasla Broadus	Program Director		4
Della Tricket	Re Entry Support		3
Nakisha Tyler	Comm Americorp		2

Arlell Jordan	Therapist	Therapist	
Mellssa Noel	Business owner	Business	
Bridget Moser	Healthcare SME	Maryland Department of Health	3
Stacy Turner	Treasurer	Account Executive (Fiserv)	
Jeff Molenda	Legal SME	Lawyer/volunteer	
Nitzalis Rivera	English Learner SME	FCPC Language Teacher / Spanish 4 All	

STATE OF MARYLAND Department of Assessments and Taxation

I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HERBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT MEDIATION FIRST, INC. (D19824150), INCORPORATED JULY 22, 2019, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIKTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS DECEMBER 11, 2024.

Daniel K. Phillips
Director



700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202 Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941 MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: YFOm6nsHIUu]eVeumlikSQ To verify the Authentication Code, visit http://dat.maryland.gov/verify

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- Solicitors not affiliated with SDAT are sending instructions to businesses entitled 'Annual Report Notice', in which they are asked to send \$400 to file an Annual Report through a third party service called "Business Services". This notice is not affiliated with SDAT. You may report the letter to the Maryland Secretary of State, the Federal Trade Commission (FTC) at www.ftccomplaintassistant.gov, or the United States Postal Inspection Service at www.uspis.gov or 1-877-876-2455.

Starting January 1, 2024, many companies will be required to report information to the U.S. government about who ultimately owns and controls them. For more information, please go to the FINCEN website. Thank you.

Department ID Number:

D19824150

Business Name:

MEDIATION FIRST, INC.

Principal Office:

18206 HURRICANE COURT

HAGERSTOWN MD 21740

Resident Agent: **

TEREANCE MOORE CONSULTING, LLC

18206 HURRICANE COURT HAGERSTOWN MD 21740

Status:

INCORPORATED

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

CORPORATION

Business Code:

04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/Registration:

07/22/2019

State of Formation:

MD

Stock Status:

NONSTOCK





May 28, 2025

Kimberly Jacobson, Legal Assistant Washington County Administration Complex 100 West Washington Street, Suite 1101 Hagerstown, MD 21740

RE: 1-108 List Application

Dear Ms. Jacobson,

On behalf of Maryland Legal Aid, I am writing to request that our organization be included on the 1-108 List of Recognized Nonprofits which serve Washington County residents.

Maryland Legal Aid is a statewide, nonprofit civil legal services organization that seeks to preserve dignity, equity and justice for Marylanders experiencing poverty. Maryland Legal Aid pursues this vision through the provision of free civil legal services to people who cannot afford an attorney. Our legal staff provide assistance to clients ranging from brief advice to representation in a court or an administrative hearing on a range of civil legal matters, including maintaining public benefits, upholding renters' rights in eviction matters, expunging eligible charges from one's criminal record, and other legal areas. As a result of our advocacy, our clients experience the removal of barriers to employment and housing opportunities that increase stability for themselves, their families and their communities.

Maryland Legal Aid serves Washington County through its Midwestern Maryland Office, where we address a broad spectrum of civil legal issues including eviction prevention, foreclosure defense, family law, consumer law, and public benefits advocacy. Through our Tenant Right to Counsel Project, we have provided legal assistance ranging from legal counseling to representation in court to 118 Washington County residents in the first quarter of 2025 alone. We believe our experience complements the mission and vision of the nonprofit partners currently recognized by Washington County.

Enclosed, please find our Certificate of Good Standing from the State of Maryland and our IRS 501(c)(3) determination letter to support our request. Please feel free to contact me directly if you need any additional information or have questions. Thank you for your consideration.

Sincerely,

Vicki Schuttz

Vicki Schultz, Esq. Executive Director







STATE OF MARYLAND Department of Assessments and Taxation

I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT LEGAL AID BUREAU, INC. (D00139329), INCORPORATED JANUARY 05, 1929, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 01, 2025.

Daniel K. Phillips
Director



700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202 Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941 MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: 5KYmVDYmK0KFlwXa6_o0ZA To verify the Authentication Code, visit http://dat.maryland.gov/verify

LEGAL AID BUREAU, INC.: D00139329

Department ID Number: D00139329

Business Name: LEGAL AID BUREAU, INC.

Principal Office: 500 EAST LEXINGTON

STREET

BALTIMORE MD 21202

Resident Agent: VICTORIA H. SCHULTZ

500 EAST LEXINGTON

STREET

BALTIMORE MD 21202

Status: REVIVED

Good Standing: THIS BUSINESS IS IN GOOD

STANDING

Business Type: CORPORATION

Business Code: 04 ORDINARY BUSINESS -

NON-STOCK

Date of Formation/Registration: 01/05/1929

State of Formation: MD

Stock Status: NONSTOCK

Close Status: NO

Maryland Saves: Y

Jacobson, Kimberly D.

From: M Boward <bowardsantiques@gmail.com>

Sent: Monday, May 26, 2025 8:49 PM

To: countyattorneyoffice; Jacobson, Kimberly D.

Subject: Request for Inclusion on Named Non-Profit List

Some people who received this message don't often get email from bowardsantiques@gmail.com, Learn why this is important

WARNING!! This message originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Any claims of being a County official or employee should be disregarded.

Dear County Attorney's Office,

I hope this message finds you well.

I am writing on behalf of Good News Hagerstown Inc. (EIN: 93-3238443), a registered 501(c)(3) nonprofit organization serving residents of Washington County. We would like to formally request inclusion on the Washington County Board of County Commissioners' Recognized Non-Profit List (Section 1-108 of the Code of Public Local Laws).

Our organization provides vital services to improve the quality of life for residents of Washington County, including emergency assistance, community beautification, and support for low-income children and families. Being added to the 1-108 list would enable us to access county grants, enhancing our ability to support local community needs effectively.

Please advise us on the next steps, including any documentation or forms required, to complete this process.

Thank you very much for your attention and assistance.

Warm regards,

Shawn Boward Vice President & Secretary Good News Hagerstown Inc. 5 Public Square, Suite 301 PMB#A5 Hagerstown, MD 21740

Phone: 240-310-4487

Email: goodnewshagerstown@gmail.com Website: https://goodnewshagerstown.org

SUPPORT **GOOD NEWS HAGERSTOWN**

BECOME A CORPORATE SPONSOR OR COMMUNITY PARTNER

ORGANIZATION OVERVIEW

Good News Hagerstown is dedicated to serving lowincome children and families in Washington County, providing food assistance, youth development programs, and resources to meet basic needs.



YOUTH



FOOD



NEW



HYGIENE SNEAKERS PRODUCTS

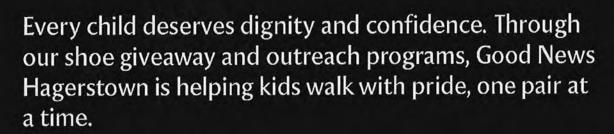
CONTACT US TODAY TO LEARN MORE!

Shawn/Michael Boward 240-310-4487

www.goodnewshagerstown.org goodnewshagerstown@gmail.com

Nurturing Dreams. Changing Destinies.





Join us in bringing hope, support, and opportunity to underserved youth in Washington County.

Donate today. Volunteer with us. Change a destiny.

www.goodnewshagerstown.org 240-310-4487 | goodnewshagerstow@gmail.com



CORPORATE DONATIONS NEEDED

HELP LOCAL FAMILIES & KIDS

Anti-bullying

- Food insecurity
- Providing free namebrand sneakers, hoodies, hygiene products
- Beautifying + teaching gardening and bee pollination in low-income neighborhoods

ALL DONATIONS ARE TAX-DEDUCTIBLE EIN: 93-32384443

Michael/Shawn Boward 240-310-4487

www.goodnewshagerstown.org goodnewshagerstowr@gmail.com 5 Public Square, Suite 301 PMB#A5 Hagerstown, MD 21740

GOOD NEWS HAGERSTOWN INC.: D24317224



A Notice



Effective Friday, Nov. 1st, 2024, the Maryland State Department of Assessments and Taxation will no longer accept Electronic Checks (ACH) payments for online services. Please utilize a credit card, debit card, or PayPal for payment.

Fully vet any unsolicited requests for payment for services such as those listed below.

- 1. Solicitors not affiliated with SDAT are instructing newly registered businesses to send additional payment in order to obtain a Certificate of Status. Any 3rd party solicitation from a company attempting to represent the 'Maryland Secretary of State' or SDAT via mail or email should be fully vetted before submitting additional payment.
- 2. Solicitors not affiliated with SDAT are sending instructions to businesses entitled 'Annual Report Notice', in which they are asked to send \$400 to file an Annual Report through a third party service called "Business Services". This notice is not affiliated with SDAT. You may report the letter to the Maryland Secretary of State, the Federal Trade Commission (FTC) at www.ftccomplaintassistant.gov, or the United States Postal Inspection Service at www.uspis.gov or 1-877-876-2455.

Starting January 1, 2024, many companies will be required to report information to the U.S. government about who ultimately owns and controls them. For more information, please go to the FINCEN website. Thank you.

Department ID Number: D24317224

Business Name: GOOD NEWS HAGERSTOWN INC.

Principal Office: 11224 SCARLET OAK DRIVE

HAGERSTOWN MD 21740

Resident Agent: **U** UNITED STATES CORPORATION AGENTS, INC.

> 6959 GOLDEN RING RD ROSEDALEMD 21237

Status: INCORPORATED

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: CORPORATION

Business Code: 04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/Registration: 08/30/2023

State of Formation: MD

Stock Status: **NONSTOCK**



25 November 2024

Washington County Attorney's Office Kimberly Jacobson 100 W. Washington Street Suite 1101 Hagerstown, MD 21740 kjacobson@washco-md.net

Dear Ms. Jacobson,

I am writing on behalf of Global Vision Christian School Broadfording, located in Washington County, MD, a private Christian school operated by Broadfording Bible Brethren Church, an approved 501(c)3 charitable organization.

Global Vision Christian School Broadfording is seeking local and national grants in order to provide assistance in educating students from Washington County, surrounding local counties, as well as international students.

Thank you for your consideration of this request. You will find attached proof of 501(c)3 status as well as a brochure which provides more information about the school and it's mission.

Thank you again,

Jamie Harrison

Community Outreach Coordinator

ودبرية



STATE OF MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION A 76996

301 WEST PRESTON STREET

BALTIMORE, MARYLAND 21201

SEP 19 19/8

YOU ARE ADVISED THAT THE ARTICLES OF AMENDMENT

OF

CHURCH OF THE BRETHREN OF BROADFORDING, WASHINGTON COUNTY, MARYLAND

changing its name to:

THE BROADFORDING BIBLE BRETHREN CHURCH OF WASHINGTON COUNTY, MARYLAND

AND TAXAT			ED BY THE STATE DEPARTMENT OF ASSESSMENTS DAY OF
September,	1978, at	8:30 a.m.	AND WILL BE RECORDED
12			

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

BY:

.

GLOBAL VISION CHRISTIAN SCHOOL BROADFORDING: T00534297

Status:	ACTIVE
Owner:	THE BROADFORDING BIBLE BRETHREN CHURCH O
	R, WILLIAM WYAND
	13523 BROADFORDING CHURCH ROAD
	HAGERSTOWN MD 21740
Location:	GLOBAL VISION CHRISTIAN SCHOOL BROADFORD
	13535 BROADFORDING CHURCH RD
	HAGERSTOWN MD 21740

Expiration Date: 08/26/2027

April 14, 2025

Board of County Commissioners Washington County, Maryland 100 West Washington Street Hagerstown, MD 21740

Dear Commissioners,

On behalf of the First Hose Company of Boonsboro, I respectfully submit this request to be added to Washington County's "Recognized Non-Profit List," in accordance with Section 1-108 of the Code of Public Local Laws.

Founded in 1829, the First Hose Company of Boonsboro is a proud 501(c)(3) nonprofit organization committed to delivering professional, volunteer-based fire suppression and emergency response services to the Town of Boonsboro and surrounding communities. Our department plays a vital role in ensuring public safety through emergency response, community education, and collaboration with neighboring fire and rescue agencies.

Inclusion on the Recognized Non-Profit List will affirm our longstanding contributions to Washington County and support our ability to access resources, funding, and partnerships that enhance our mission. As a recognized nonprofit, we will continue to uphold the highest standards of service and stewardship in meeting the needs of our community.

Enclosed with this letter are supporting documents including our IRS nonprofit determination letter.

We appreciate your consideration of this request and your ongoing support of volunteer fire companies throughout the county. Please feel free to contact us if further information or documentation is needed.

Sincerely,

George A. Meyer President First Hose Company of Boonsboro 301-432-2348

STATE OF MARYLAND Department of Assessments and Taxation

I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HERBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT THE FIRST HOSE COMPANY OF BOONSBORO, WASHINGTON COUNTY.

STATE OF MARYLAND (D00302455), INCORPORATED MARCH 21, 1899, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING

LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MAY 12, 2025.

Daniel K. Phillips Director



700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202 Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941 MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

> Online Certificate Authentication Code: kQOAWzVphUO7TFLWQRMZzQ To verify the Authentication Code, visit http://dat.maryland.gov/verify

THE FIRST HOSE COMPANY OF BOONSBORO, WASHINGTON COUNTY, STATE OF MARYLAND: D00302455

A Notice



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Starting January 1, 2024, many companies will be required to report information to the U.S. government about who ultimately owns and controls them. For more information, please go to the FINCEN website. Thank you.

Department ID Number: D00302455

Business Name: THE FIRST HOSE COMPANY OF BOONSBORO, WASHINGTON COUNTY,

STATE OF MARYLAND

Principal Office: N/A

BOONSBORO, MD 00000

Resident Agent: DONALD SHUKUE 5 ST PAUL ST

BOONSBORO MD 21713

INCORPORATED Status:

Good Standing: THIS BUSINESS IS IN GOOD STANDING

Business Type: CORPORATION

Business Code: 04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/Registration: 03/21/1899

State of Formation: MD

21532 G National Pike Boonsboro, MD 21713 www.fiercecheer.org

April 4, 2025.

100 West Washington Street Suite 1101 Hagerstown, MD 21740

Dear Ms. Jacobson:

Please find the submitted packet for FIERCE CHEER SPONSORS, INC. We respectfully request that we be added to the 1-108 list.

We are a local organization in Washington County that offers competitive cheerleading for residents of Washington County. We will be starting our 14th season starting in August 2025.

I have included the documents that are required according to the website.

Please feel free to contact us if you need additional information.

Sincerely,

Tiffanae Yarnell- President

Melissa R.Rice-Treasurer

FIERCE CHEER SPONSORS, INC: F19217934

Department ID Number:

F19217934

Business Name:

FIERCE CHEER SPONSORS, INC

Principal Office: 1
21532 G. NATIONAL PIKE
BOONSBORO MD 21713

Resident Agent: 1
PEGGYLEE RPYER
16536 SABILLASVILLE RD

SABILLASVILLE MD 21780

Status:

INCORPORATED

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

FOREIGN CORPORATION

Business Code:

03 ORDINARY BUSINESS - STOCK

Date of Formation/Registration:

11/01/2018

State of Formation:

PΛ

Stock Status:

STOCK

Close Status:

N/A

Jacobson, Kimberly D.

From: Laurie Baturin lauriebaturin@gmail.com

Sent: Monday, July 28, 2025 2:02 PM

To: Jacobson, Kimberly D.

Subject: Congreagation B'nai Abraham

Attachments: 5013cStatusletter2024.pdf; CertificateOfStatus.pdf

You don't often get email from lauriebaturin@gmail.com. Learn why this is important

WARNING!! This message originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Any claims of being a County official or employee should be disregarded.

Good Afternoon Ms Jacobson,

My name is Laurie Baturin and I am representing Congregation B'nai Abraham located at 53 E. Baltimore Street, Hagerstown MD 21740.

I have attached our Maryland Dept of Assessments and Taxation letter in good standing and our IRS Section 501(c)(3) letter.

With this being submitted I am asking that Congregation B'nai Abraham please be added to Washington County's 1-108, Recognized Non-Profit List making us eligible for grant(s) from the Community Organization Funding Program.

Congregation B'nai Abraham has maintained a presence in Washington County since 1759 under the leadership of Levi Cohen, a resident of Washington County and Fire Fighter. 14 of our/ members fought in the Civil War, 7 for the Confederacy and 7 for the North. We incorporated in 1875 as Synagogue of Sons of Abraham and in 1892 purchased the property we now occupy, 53 E Baltimore Street.

Our long standing presence in our County and through Tikkun Olam (Tikkun olam is a concept in Judaism, which refers to various forms of action intended to repair and improve the world.) have spanned over many Washington County generations. Including but not limited to, more recently the Potter's Bowl (Community Free Clinic), Thanksgiving Baskets/meals (Bester Community of Hope), Holiday Gift Wrapping (United Way) and Food Drives (Local Food Bank).

Our members serve on Boards and Committees throughout Washington County and Maryland from Washington County Hospice to the Governor appointed Washington County Citizens Review Board and more.

Our presence at 59 E Baltimore Street means we always have eyes on our community. We maintain a working relationship with the Hagerstown Police Department.

Our students perform a yearly clean-up and maintenance of the Thomas Kennedy Statue and Memorial Park,

There is much more information available at our website: https://bnaiabraham.net/

Please feel free to reach out to me anytime either via email or at 301 919 1126.

I look forward to hearing back from you once Congregation B'nai Abraham has been added to the Recognized Non-Profit List. We do understand that being on the list is not a guarantee of grant funding.

Thank you, Laurie Beth Baturin Congregation B'nai Abraham, Second Vice President

CONGREGATION B'NAI ABRAHAM OF HAGERSTOWN, MD: D17392390



▲ Notice



Scheduled Maintenance

Business Entity Search and any Filings that require Entity Search, including Annual Reports, Amendments, and Certificate of Status purchases are unavailable on Tuesday, July 29th from 9PM to 11PM EST. New Business Registrations are available.

Department ID Number:

D17392390

Business Name:

CONGREGATION B'NAI ABRAHAM OF HAGERSTOWN, MD

Principal Office:

53 EAST BALTIMORE STREET

HAGERSTOWN MD 21740

Resident Agent: 0

LEWIS C. METZNER

322 EAST IRVIN AVENUE

HAGERSTOWN MD 21742

Status:

ACTIVE

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

CORPORATION

Business Code:

16 RELIGIOUS ESTABLISHMENT

Date of Formation/Registration:

12/30/1895

State of Formation:

MD

Stock Status:

NONSTOCK

Close Status:

NO

From:
Denise Cintron, Executive Director
Cibus Mission
406 Jonathan St,
Hagerstown, MD 21740



Date: July 30th, 2025

REQUEST FOR INCLUSION ON THE 1-108 RECOGNIZED NON-PROFIT LIST

Board of County Commissioners Washington County 100 West Washington St, Hagerstown, MD 21740

Dear Board of County Commissioners:

I am writing on behalf of Cibus Mission, a nonprofit organization dedicated to providing sustenance, youth programs, and community support services. We respectfully request to be added to the Board of County Commissioners' "Recognized Non-Profit List" under Section 1-108 of the Code of Public Local Laws.

Our organization is committed to serving the local community and would like to be considered eligible for participation in the Community Organization Funding Program. Inclusion on the 1-108 list would allow us to further our mission and expand our reach to those most in need.

Please let us know if any additional documentation is required to complete this request. In our email you will also find attached our 501(c)(3) IRS Determination letter and our MD Letter of Good Standing.

Thank you for your time and consideration.

Sincerely,

Denise Cintron

Lenise /. (intron

Executive Director, Cibus Mission

0

240-513-0759



info@cibusmission.org



https://cibusmission.org

CIBUS MISSION: D23938574

Department ID Number: D23938574

Business Name: CIBUS MISSION

Principal Office: 406 JONATHAN ST

HAGERSTOWN MD 21740

Resident Agent: DENISE CINTRON

406 JONATHAN ST

HAGERSTOWN MD 21740

Status: INCORPORATED

Good Standing: THIS BUSINESS IS IN GOOD

STANDING

Business Type: CORPORATION

Business Code: 16 RELIGIOUS

ESTABLISHMENT

Date of Formation/ Registration: 04/05/2023

State of Formation: MD

Stock Status:

NONSTOCK

Close Status: NO



Washington County Board of Commissioners 100 West Washington Street Hagerstown, Maryland 21740

Dear Washington County Board of Commissioners,

On behalf of the Boonsboro Town Alliance, would like to request to be included on the list of organizations eligible for funding by the Board of County Commissioners, pursuant to Section 1-108(b) of the Code of the Public Local Laws of Washington County, Maryland.

The goal of the BTA is to preserve and elevate Boonsboro's charm by fostering connections among residents, community organizations, and businesses through town-wide events and activities. Additionally, we aim to attract visitors to experience all the town has to offer.

Our Board of Directors includes representatives from local charitable organizations, churches, business leaders, property owners and community members. Our board is comprised of the following members:

Ron Humbel. Chairperson

Dana Healy, Vice Chairperson

Nate Kraft, Secretary

Maria Oyster, Treasurer

Natoma Vargason, Liaison for the Boonsboro EDC

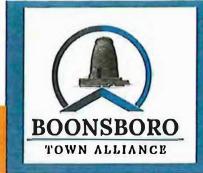
We are very excited to launch this new initiative for our community and look forward to the support of the Washington County Board of Commissions.

Respectfully submitted,

Ron Humbel, Chairperson

PO Box 12 Boonsboro, Maryland 21713

BOONSBORO TOWN ALLIANCE



MEMBERSHIP

To apply for membership please complete the form.

Our goal is to preserve and elevate Boonsboro's charm by fostering connections among residents, community organizations and businesses through town-wide events and activities. Additionally, we aim to attract visitors to experience all the town has to offer.

BUSINESS NAME/ORGANIZATION Full Name: E-Mall: Address: Best Time To Meet: Morning Afternoon Evenings Annual Membership Dues: \$180 For Nonprofit Organizations: \$120 Benefits include: Exclusive invitation to Networking Events hosted by the Boonsboro EDC Free Listing in the Boonsboro Town Alliance Brochure Inclusion of events on BTA social media platforms Acknowledgement of your support To join, please return the form and payment to Town Hall. Make checks payable to: Boonsboro Town Alliance at PO Box 12, Boonsboro, MD 21713. VOLUNTEER /SPECIAL INTERESTS Please check all that apply.		
Address: Best Time To Meet: Morning Afternoon Evenings Annual Membership Dues: \$180 For Nonprofit Organizations: \$120 Benefits include: Exclusive invitation to Networking Events hosted by the Boonsboro EDC Free Listing in the Boonsboro Town Alliance Brochure Inclusion of events on BTA social media platforms Acknowledgement of your support To join, please return the form and payment to Town Hall. Make checks payable to: Boonsboro Town Alliance at PO Box 12, Boonsboro, MD 21713.	В	USINESS NAME/ORGANIZATION Date :
Best Time To Meet : Morning Afternoon Evenings Annual Membership Dues: \$180 For Nonprofit Organizations: \$120 Benefits include: • Exclusive invitation to Networking Events hosted by the Boonsboro EDC • Free Listing in the Boonsboro Town Alliance Brochure • Inclusion of events on BTA social media platforms • Acknowledgement of your support To join, please return the form and payment to Town Hall. Make checks payable to: Boonsboro Town Alliance at PO Box 12, Boonsboro, MD 21713. VOLUNTEER /SPECIAL INTERESTS Please check all that apply.	F	Full Name : E-Mall :
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	F E	For Nonprofit Organizations: \$120 Benefits include: Exclusive invitation to Networking Events hosted by the Boonsboro EDC Free Listing in the Boonsboro Town Alliance Brochure Inclusion of events on BTA social media platforms Acknowledgement of your support jojoin, please return the form and payment to Town Hall. Make checks payable to:
SPRING JUBILEE: BOONEFEST: FOOD TRUCK FESTIVAL:	VOLU	NTEER /SPECIAL INTERESTS Please check all that apply.
	SPRI	NG JUBILEE: BOONEFEST: FOOD TRUCK FESTIVAL:
HOLIDAYS IN BOONSBORO: MARKETING: SPONSORSHIPS:		
OTHER AREAS OF INTEREST:		



Wes Moore | Governor Aruna Miller | Lt. Governor Michael Higgs | Director Marcus Alzona | Deputy Director

Date: 03/16/2023

BOONSBORO TOWN ALLIANCE 21 N MAIN STREET BOONSBORO MD 21713

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

BNTITY NAME

: BOONSBORO TOWN ALLIANCE, INC.

DEPARTMENT ID

: D23776115

TYPE OF REQUEST

: ARTICLES OF INCORPORATION

DATE FILED

1 12-28-2022

TIME FILED

: 10:55 AM

RECORDING FEE

\$100.00

ORG. & CAP FEE

\$20.00

NON-PROFIT FEE

\$50.00

FILING NUMBER

: 1000362013964129

CUSTOMER ID

: 0003929050

WORK ORDER NUMBER | 0005145625

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT, INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. APRIL 15 THE FOLLOWING YEAR, AND EACH YEAR THERE-AFTER, AN ENTITY SHALL SUBMIT A REPORT ON PERSONAL PROPERTY TO THE DEPARTMENT IN ORDER TO MAINTAIN ITS EXISTENCE, EVEN IF IT DOES NOT OWN ANY PERSONAL PROPERTY. A PERSONAL PROPERTY RETURN FORM CAN BE FOUND ON THE SDAT WEBSITE.

Charter Division Baltimore Metro Area (410) 767-1350 Outside Metro Area (888) 246-5941

STATE OF MARYLAND Department of Assessments and Taxation

I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT CIBUS MISSION (D23938574), INCORPORATED APRIL 05, 2023, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MAY 12, 2024.

Daniel K. Phillips
Director



700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202 Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941 MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

> Online Certificate Authentication Code: pc-OtRaMjEOexcmCA9mA2Q To verify the Authentication Code, visit http://dat.maryland.gov/verify



A Notice



Effective Friday, Nov. 1st, 2024, the Maryland State Department of Assessments and Taxation will no longer accept Electronic Checks (ACH) payments for online services. Please utilize a credit card, debit card, or PayPal for payment.

Fully vet any unsolicited requests for payment for services such as those listed below.

- 1. Solicitors not affiliated with SDAT are instructing newly registered businesses to send additional payment in order to obtain a Certificate of Status. Any 3rd party solicitation from a company attempting to represent the 'Maryland Secretary of State' or SDAT via mail or email should be fully vetted before submitting additional payment.
- 2. Solicitors not affiliated with SDAT are sending instructions to businesses entitled 'Annual Report Notice', in which they are asked to send \$400 to file an Annual Report through a third party service called "Business Services". This notice is not affiliated with SDAT. You may report the letter to the Maryland Secretary of State, the Federal Trade Commission (FTC) at www.ftccomplaintassistant.gov, or the United States Postal Inspection Service at www.uspis.gov or 1-877-876-2455.

Starting January 1, 2024, many companies will be required to report information to the U.S. government about who ultimately owns and controls them. For more information, please go to the FINCEN website. Thank you.

Department ID Number: D23776115

Business Name: BOONSBORO TOWN ALLIANCE, INC.

Principal Office: 21 N. MAIN STREET

BOONSBORO MD 21713

Resident Agent: 0 NATOMA VARGASON 5512 MOSE CIRCLE

SHARPSBURG MD 21782

Status: **INCORPORATED**

Good Standing: THIS BUSINESS IS IN GOOD STANDING

CORPORATION Business Type:

Business Code: 04 ORDINARY BUSINESS - NON-STOCK

Date of Formation/Registration: 12/28/2022

State of Formation: MD

Stock Status: NONSTOCK

Your Support Makes a Difference! OUR IMPACT IN 2024



2024 WAS A PIVOTAL YEAR

Maryland Legal Aid launched a bold, new strategic vision to guide our century-old organization forward. Our FY25-FY29 Strategic Plan positions us as a force for justice, advancing legal advocacy, and confronting systemic inequities. The new logo we unveiled signifies that we stand for dignity and justice and that our clients can turn to us for hope and help.

We were fearless advocates, challenging Baltimore City's tax sale system for unconstitutionally stripping homeowners of equity, aiming to preserve generational wealth and strengthen our neighborhoods. Our Tenant Right to Counsel Project closed nearly 5,000 cases and expanded its reach across Maryland. Thanks to you, we relentlessly pursued equity and justice for our clients.



OUR IMPACT FOR CLIENTS



18,277 cases closed



41,167 people benefitted from Maryland Legal Aid's services



2,452 people benefitted from criminal record expungements



325 people benefitted from financial relief from debt related actions



2,240 people avoided or delayed eviction



259 people secured protection from domestic violence

BENEFITS FOR OUR STATE

617% RETURN ON INVESTMENT

Every \$1 invested in Maryland Legal Aid delivers \$6.17 in financial benefits for Maryland*

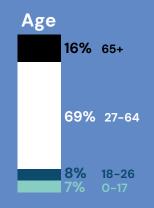
\$197,636,000 TOTAL NET VALUE of community benefits resulting from the legal services provided by Maryland Legal Aid*

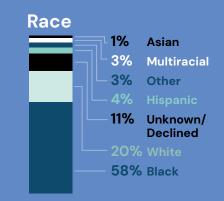
*Figures from 2023, according to a study commissioned by Maryland Legal Services Corporation

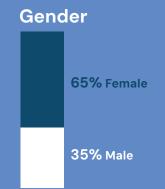
WHO WE SERVE



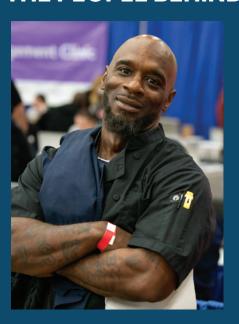
Median client household income \$14,400







THE PEOPLE BEHIND THE NUMBERS



"Maryland Legal Aid went beyond what I expected, and if it were not for their efforts, I could have very well been trying to survive this past winter homeless.

Maryland Legal Aid shielded me from every effort to force an eviction and I truly believe they helped save me. I would not have been able to fight this alone."

– Mr. K., Baltimore City

"Maryland Legal Aid took the time to understand what we were going through and truly cared about us. Every time we met, I felt welcome and that their priority was to protect my son Jasper and me. I am lucky. I feel Maryland Legal Aid saved my life. Not everyone in my situation gets out, and now I have somewhere to point other people where to go to get help."

– Ms. C., Prince George's County

"My husband wanted full custody. He wanted me to pay alimony, me to pay child support, everything. My daughter was two, and I didn't have money for a lawyer. **Thanks to them, I got full rights of my daughter**. Maryland Legal Aid made me feel confident and like everything was going to be okay."

- Ms. A., Cecil/Harford County

FIGHTING FOR JUSTICE FOR ALL MARYLANDERS

Maryland Legal Aid advocates with and for Marylanders experiencing poverty to achieve equity and social justice through free civil legal services, community collaboration, and systems change. We help individuals, families, and communities struggling with their most basic needs—housing, income safety, and security. Our advocacy is driven by a commitment to the rule of law, our belief in equal justice for all, and our determination to break down barriers and improve systems to create a more equitable, thriving Maryland.

JOIN THE FIGHT!

DONATE ONLINE

Visit www.mdlab.org to make a one-time gift or set up monthly donations.

MAIL A CHECK

Maryland Legal Aid Development Unit 500 E. Lexington Street Baltimore, MD 21202



GIVE FROM YOUR DONOR ADVISED FUND.

Request your fund manager to designate Legal Aid Bureau Inc. as the beneficiary. TIN: 52-0591621













Date: August 14, 2025

To: Kimberly Jacobson, Legal Assistant

RE: Maryland Legal Aid 1-108 List Application – 8/26/25 Public Hearing

On behalf of Maryland Legal Aid, below is some information to share with the Washington County Commissioners prior to the August 26, 2025, public hearing.

Our Staff Attorney, Cassandra "Cassie" Erler, will attend the hearing prepared to provide a brief introduction to Maryland Legal Aid's work statewide, and in Washington County in particular.

Who We Are

Maryland Legal Aid is a nonprofit civil legal services organization dedicated to preserving dignity, equity, and justice for Marylanders living in poverty. We provide free civil legal help to those who cannot afford an attorney, supported by grants, contracts, and community partnerships.

Local Impact

From our Midwestern Maryland office in Frederick, Maryland Legal Aid serves Washington, Carroll and Frederick counties with 9 attorneys and 3 paralegals. This legal staff is part of our 300-member statewide team. Between August 2024 and July 2025, we served 547 unique clients in Washington County with 70% receiving more than brief advice, including full court representation. Our work spanned housing issues, landlord tenant matters, family law, consumer issues, and criminal record expungements. We provided services for 25 veterans and 71 seniors.

Why It Matters

Our advocacy breaks down barriers to housing and employment, keeps families together, and ensures survivors of domestic violence have the legal protection they need. We fight for access to wrongfully denied public benefits and resolve consumer law issues that stand in the way of our clients' stability and success.

One Washington County Client's Story - Eviction Avoided

When Ms. H lost her job and faced eviction from subsidized housing, our attorney discovered a lease clause that protected her from eviction during financial hardship. After our attorney's negotiations with the landlord and housing authority on behalf of our client, the case was dismissed. Ms. H kept her home—and a fighting chance to get back on her feet.

We would be honored to partner with Washington County to protect residents' rights and strengthen our community.







RESOLUTION NO. RS-2025-

(Nonprofit Organizations Listed Under Section 1-108 of the Code of the Public Local Laws of Washington County, Maryland)

RECITALS

Pursuant to Section 1-108(a), Code of the Public Local Laws of Washington County, Maryland ("Public Local Laws"), the Board of County Commissioners may contribute annually to the care, operation, maintenance, or capital expense of certain nonprofit organizations in Washington County if the amount is included in the regular annual budget of Washington County for that fiscal year.

Pursuant to Section 1-108(c) of the Public Local Laws, the County Commissioners may add to the list of such organizations (the "List") upon application by a qualifying organization and after a public hearing on the request has been held.

On due notice, a public hearing was held on August 26, 2025.

The Board of County Commissioners has found that the organizations listed below qualify to be added to the List:

Shield for All Seasons, Inc.

Senior Services Network, Inc.

Mt. Aetna Volunteer Fire Department

Mediation First, Inc.

Legal Aid Bureau, Inc. dba Maryland Legal Aid

Good News Hagerstown, Inc.

Global Vision Christian School Broadfording

First Hose Company of Boonsboro

Fierce Cheer Sponsors, Inc.

Congregation B'nai Abraham

Cibus Mission

Boonsboro Town Alliance

Inclusion on the List does not guarantee that the qualifying organizations will be funded by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that the following organizations are added to the List pursuant to Section 1-108 of the Public Local Laws:

Adopted and effective this _	day of	
------------------------------	--------	--

ATTEST:	BOARD OF COUNTY COMMISSIONERS				
	OF WASHINGTON COUNTY, MARYLAND				
	BY:				
Dawn L. Marcus, Clerk	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					

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING: Application for Zoning Text Amendment RZ-25-005, Accessory

Dwelling Units

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Travis Allen, Senior Planner, Department of Planning and Zoning

RECOMMENDED MOTION: No motion is needed at this time. The purpose of this public hearing is to take public comment on the rezoning application.

REPORT-IN-BRIEF: Application is being made to amend several sections of the Zoning Ordinance to permit the creation of a new housing type in the County, Accessory Dwelling Units (ADU).

DISCUSSION: The purpose of this text amendment is to permit, by right, the creation of one ADU per lot, tract or parcel in conjunction with the principal use on a given property. Within specified conditions designed to limit their impact on neighborhood character, ADUs would be allowed in rural zoning districts (A(R), EC, P, RV, RB) as well as urban zoning districts (RT, RS, RU, RM, BL, BG, HI).

This item was presented to the Washington County Planning Commission at a Public Information Meeting held during their regular meeting on April 7, 2025. It was then brought back for recommendation at the May 5, 2025 meeting, where the members recommended approval of the proposed amendments, with the caveat that the size limit of ADUs be increased to a maximum size of 1,500 square feet. Staff had originally proposed a 1,000 square foot limit.

FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: N/A

ATTACHMENTS: Staff Report and Analysis

Proposed Text Amendments

Planning Commission Recommendation

Planning Commission Minutes

AUDIO/VISUAL NEEDS: none



FOR PLANNING COMMISSION USE ONLY
Rezoning No.
Date Filed:
Date Filed:

WASHINGTON COUNTY PLANNING COMMISSION ORDINANCE TEXT AMENDMENT APPLICATION

Applicant	□Attorney	□Contract Purchaser □Consultant
Address		
Primary Contact	Phon	e Number
Address	E-ma	ail Address
□ Adequate Public Facilities Ordinance□ Forest Conservation Ordinance□ Subdivision Ordinance	□ Water and Sewer□ Zoning Ordinance□ Other	
□ Solid Waste Plan		
□ Solid Waste Plan		
□ Solid Waste Plan Section No Please provide the proposed text on a separate should be used for deletions [deletions], unchan	nged wording in regular t	
□ Solid Waste Plan Section No Please provide the proposed text on a separate should be used for deletions [deletions], unchan	nged wording in regular t	type, and new wording ant's Signature
Section No Please provide the proposed text on a separate should be used for deletions [deletions], unchanshould be underlined [new wording]. Subscribed and sworn before me thisda	nged wording in regular t	type, and new wording ant's Signature
□ Solid Waste Plan Section No Please provide the proposed text on a separate should be used for deletions [deletions], unchan should be underlined [new wording].	nged wording in regular to Applicate any of	type, and new wording ant's Signature
Section No Please provide the proposed text on a separate should be used for deletions [deletions], unchan should be underlined [new wording]. Subscribed and sworn before me thisda	Applica ay ofNota	nt's Signature, 20

ZONING ORDINANCE FOR WASHINGTON COUNTY, MARYLAND

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

Section 3.3 Land Use Regulations

Table No. 3.3(1)^{6 7} TABLE OF LAND USE REGULATIONS (RURAL AREA USES)

LAND USES	A(R)	EC	Р	RV	RB	IM	Intensity of Use
A. Accessory							
Guest house in an accessory building	SE	SE	SE	SE	N	N	N/A
Private stables as defined in Article 28A shall be subject to the requirements set forth in Article 4 Section 4.13	А	А	Α	А	А	N	N/A
Swimming pools, tennis and other similar courts and other recreational facilities, when accessory to a residence	Α	Α	Α	Α	Α	N	N/A
Uses and structures customarily accessory and incidental to any principal permitted use or special exception, including business signs pertaining to "use on the premises" (provided, that such signs are located as regulated in Section 22.2.), and a single-family dwelling unit in the same building with a principal use	A	A	A	A	A	A	N/A
Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.	<u>A</u>	A	<u>A</u>	A	<u>A</u>	N	<u>N/A</u>

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

2

ARTICLE 4 GENERAL PROVISIONS

Section 4.10 Accessory Structures and Uses²⁷

- (a) Generally. Except as otherwise restricted by this Ordinance, customary accessory structures and uses shall be permitted in any district in connection with the principal permitted use within such district.
- (b) Use limitations. In addition to the other requirements of this Ordinance, an accessory use shall not be permitted unless it strictly complies with the following:
 - No accessory structure shall be used for living quarters, the storage of contractors' equipment, the storage of animals, or the conducting of any business unless otherwise provided in this Ordinance.
 - No accessory use or structure shall be established on any lot prior to substantial completion of the construction of the principal structure.
 - No accessory use or structure, except fences, shall be located within any recorded easement area.
 - Any detached accessory structure shall be separated from other principal and accessory structures in compliance with the Washington County Building Code.
 - In all districts wherein single-family and two-family dwellings are permitted, accessory structures shall not be located closer to public or private road right-of-way or rear lot line than the side yard requirements for a single-family or twofamily dwelling in that district, except as provided in Section 23.5(b).

5.(c) Accessory Dwelling Units. Permitted in accordance with Section 4.27.I

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Revision 15, Section 4.8 amended 9/19/06 (RZ-06-007/ORD-06-09)

²⁴ Revision 18, Section 4.8 amended 10/11/16 (RZ-13-003/ORD-2016-18)

²⁵ Revision 15, Section 4.9 amended 9/19/06 (RZ-06-007/ORD-06-09)

²⁶ Revision 18, Section 4.9 amended 10/11/16 (RZ-13-003/ORD-2016-18)

Revision 16, Section 4.10 amended 8/4/09 (RZ-09-001/ORD-09-08)

Section 4.27 Accessory Dwelling Units

- a. Generally. Except as otherwise restricted by this Ordinance, an accessory dwelling unit (ADU), as defined in Article 28A, shall be permitted by right in connection with a principal permitted use within A(R), EC, P, RV, RT, RS, RU, RM, RB, BL, BG HI zoning district.
- b. <u>Use limitations.</u> In addition to the other requirements of this Ordinance, an accessory use shall not be permitted unless it strictly complies with the following:
 - ADUs may be constructed: within an existing or proposed single-family detached dwelling; within an addition to the principal dwelling unit; or be located in a detached accessory unit or structure.
 - 2. Only one ADU may be created per lot.
 - One detached ADU is permitted on a lot containing a two-family (duplex) dwelling. An attached ADU is not permitted on a duplex lot.
 - Neither attached or detached ADUs are permitted on lots containing semi-detached, townhouse or multi-family dwellings.
 - iii. In commercial zoning districts, only one attached ADU is permitted per lot.
 - In accordance with Article 22 Division I, one parking space must be provided for the ADU in addition to any required on-site parking spaces for the principal dwelling. Lawful on-street parking may be utilized to meet this requirement.
 - i. This requirement is waived for any lot within ½ mile of a transit stop.
 - 4. The maximum footprint of an Accessory Dwelling Unit, in combination with other structures on the site, is limited by the total lot coverage limit in the underlying zone and the maximum gross floor area of the unit; and
 - i. An accessory dwelling unit may be no more than 75 percent of the gross floor area (GFA) of the primary dwelling unit or 1000 square feet of GFA, whichever is less. ADUs greater than 1500 square feet are strictly prohibited.
 - ii. If the basement or attic is used for the attached ADU, the gross floor area for the attached ADU may equal the square footage area of the basement or attic.
 - Unless modified by the use standards for an Accessory Dwelling Unit, an Accessory Dwelling Unit must comply with the setback, height, and building lot coverage standards of an accessory structure in the underlying zone.
 - An ADU shall not be considered a dwelling unit for purposes of residential density calculations.

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- The principal and accessory dwelling units shall remain in common ownership and shall not be subdivided from each other.
- 8. ADUs are intended to serve ongoing housing needs of county residents. The use of ADUs for short term rentals, as defined in Article 28A, is not permitted.
- 9. Travel trailers are not permitted for use as an ADU.

ARTICLE 7A "RT" RESIDENTIAL, TRANSITION DISTRICT75

Section 7A.3 Accessory Uses77

- (a) Accessory buildings and uses customarily incidental to any principal permitted use or authorized special exception use.
- (b) Incidental home or farm occupations.
- (c) Guest house in an accessory building.
- (d) Swimming pools, tennis, and other similar courts when accessory to a residence.
- (e) Private stables as defined in Article 28A shall be subject to the requirements set forth in Article 4, Section 4.13.
- (e)(f) Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 8 "RS" RESIDENTIAL, SUBURBAN DISTRICT79

Section 8.3 Accessory Uses83

- (a) Accessory buildings or uses customarily incidental to any principal permitted use or authorized conditional use.
- (b) Swimming pools, tennis and other similar courts when accessory to a residence.

(b)(c) Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 9 "RU" RESIDENTIAL, URBAN DISTRICT85

Section 9.3 Accessory Uses

(a) Accessory buildings and uses customarily incidental to any principal permitted use or authorized special exception use.

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- (b) Incidental home occupations.
- (c) Swimming pools, tennis, and other similar courts when accessory to a residence.

(e)(d) Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 10 "RM" RESIDENTIAL, MULTI-FAMILY DISTRICT91

Section 10.3 Accessory Uses

Accessory buildings and uses customarily incidental to any principal use or authorized special exception use.

Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 11 "BL" BUSINESS, LOCAL DISTRICT97

Section 11.2 Accessory Uses.

(a) Uses and structures customarily accessory and incidental to any permitted principal use or authorized conditional use, including a single-family dwelling unit in the same building with a principal use.

(a)(b) Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 12 "BG" BUSINESS, GENERAL DISTRICT⁹⁹

Section 12.3 Accessory Uses

(a) Uses and structures customarily accessory and incidental to any principal permitted use or authorized conditional use, including business signs pertaining to "use on the premises" (provided, that such signs are located as regulated in Section 22.23), and a single-family dwelling unit in the same building with a principal use.

(a)(b) Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 19 "HI" HIGHWAY INTERCHANGE DISTRICT124

Section 19.4 Accessory Uses

Uses and structures customarily accessory and incidental to any Principal Permitted or Special Exception Use.

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Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 19C - "SPECIAL ECONOMIC DEVELOPMENT DISTRICT"129

Section 19C.4. Accessory Uses

Uses and structures customarily incidental and subordinate to any Principal Permitted or Special Exception Use.

Accessory Dwelling Units shall be subject to the requirements set forth in Article 4.27 and Article 22 Division I.

ARTICLE 22 SPECIAL PROVISIONS DIVISION I OFF-STREET PARKING AND LOADING AREA REQUIREMENTS¹⁴⁶

Section 22.12 Off-Street Parking Requirements

- (a) Customer/Visitor Parking
 - Minimum Spaces Required. Parking for employees, customers and/or visitors shall be provided in accordance with the following table. All fractions of spaces shall be rounded up to the next whole integer. If a specific use is not listed, the Zoning Administrator shall have the right to determine the required off-street parking requirements, based on the most similar use(s) listed.

Land Use	Parking Required
Residential, Accessory Dwelling Unit	1 parking space per lot for the ADU in addition to any required on-site parking spaces for the principal dwelling. Exceptions to this requirement are specified in Article 4.27.
Residential, Single & Two-Family	2 spaces per dwelling unit excluding garage space
Residential, Multi-Family	2 spaces per dwelling unit excluding garage space; plus overflow/visitor parking outlined in 22.12(b).4 ¹⁴⁷

ARTICLE 28A - DEFINITIONS²¹¹

Section 28A.0 Purpose

For the purpose of this Ordinance, certain terms or words used herein shall be interpreted as follows:

The word "person" includes a firm, association, organization, partnership, trust, company, or corporation as well as an individual. The present tense includes the singular. The word "shall" is mandatory; the word "may" is permissive. The words "used for" shall include "arranged for", "designed for", "intended for", "maintained for", "constructed for", or "occupied for." The word "lot" includes the words "plot" or "parcel." Words or terms not specifically defined below shall have the definition provided in a standard dictionary.

Accessory Dwelling Unit:

A second subordinate dwelling unit that is located on the same lot, tract or parcel as the principal dwelling. The ADU shall provide complete, independent living facilities for one or more persons including sleeping, eating, cooking, and sanitation facilities.

Accessory Use or Structure:

A Use or Structure on the same premises with, and of a nature customarily incidental and subordinate to, the principal use or structure.

Dwelling:

A building containing one or more dwelling units. The term "dwelling" or any combination thereof shall not be deemed to include hotel, rooming house, motel, clubhouse, hospital, or other accommodations used for more or less transient occupancy.

- A. Dwelling, Detached: A dwelling that is not attached to any other dwelling by any means.
- B. Dwelling, Group ("Condominium"): A building, or group of buildings consisting only of dwelling units that occupy a single parcel of land in one ownership and have any yard or service area in common.
- Dwelling, Multiple-Family ("Apartment"): A building containing three or more dwelling units.
- D. Dwelling, Semi-Detached: One of two buildings arranged or designed as dwelling units, located on abutting lots, separated from each other by a party wall, without openings, extending from the cellar floor to the highest point of the roof along the dividing lot line, and separated from any other building or structures by space on all sides.
- E. Dwelling, One-Family: A building containing not more than one dwelling unit and not occupied by more than one family and is not attached to any other dwellings by any other means.

- F. Dwelling, Town House: A one family dwelling in a series of three or more attached dwelling units, each with its own access points, located side by side, and separated from one another by continuous vertical party walls without openings from basement floor to roof.
- G. Dwelling, Two-Family ("Duplex"): A building located on one zoning lot containing not more than two dwelling units, arranged one above the other or side by side, and not occupied by more than two families. A building containing two (2) dwelling units only, neither of which is an accessory dwelling unit, and each of which is separated from each other by a party wall, without openings, extending from the cellar floor to the highest point of the roof.

Dwelling Unit:

One or more rooms in a residential building or in a mixed building, which are arranged, designed, used or intended for use by one or more persons living tegether and maintaining a common household, and which include lawful cooking space and lawful sanitary facilities reserved for the occupants therefor.

A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

WASHINGTON COUNTY ZONING ORDINANCE STAFF REPORT AND ANALYSIS

ARTICLES 3, 4, 7A, 8, 9, 10, 11, 12, 19, 19C, 22, 28A

Proposal: Application is being made to amend several sections of the Zoning Ordinance to permit the creation of a new housing type in the County, Accessory Dwelling Units (ADU).

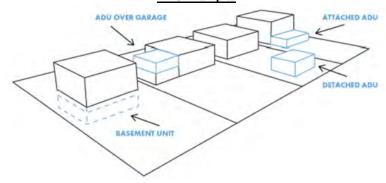
Staff Report Summary: The purpose of this text amendment is to permit, by right, the creation of one ADU per lot, tract or parcel in conjunction with the principal use on a given property. Within specified conditions designed to limit their impact on neighborhood character, ADUs would be allowed in rural zoning districts (A(R), EC, P, RV, RB) as well as urban zoning districts (RT, RS, RU, RM, BL, BG, HI).

Analysis:

The proposed amendment seeks to provide a legal pathway to the creation of a new housing type, Accessory Dwelling Units, to address the need for more affordable housing in the County. According to Census data included in our ongoing Comprehensive Plan update, nearly 30% of owners and 50% of renters devoted more than 30% of their monthly household income to housing costs in Washington County in 2020. The 30% figure is a standard measure in demographic data research for determining the affordability of housing to households in a given jurisdiction.

Accessory Dwelling Unit is a broad term that refers to a smaller, self-contained residential dwelling that is located on the same parcel as a primary, larger residential dwelling, typically a single-family home. The term ADU is often interchangeably used with other common names, such as in-law/mother-in-law suites, granny flats, secondary dwelling units, casitas and carriage units. ADUs can be created in a variety of ways (see image below). An ADU can be an internal portion of the primary dwelling that is converted into a separate, smaller unit, such as a basement unit, a sheltered garage or an attic. ADUs can also be created through the rehabilitation of an existing/construction of a new external structure that could be detached or attached to the primary dwelling.

ADU Examples



To create this new housing type, while also protecting neighborhood character the proposed amendments include the following conditions:

- Owners would be limited to one ADU per lot, tract or parcel in conjunction with the principal permitted use.
- Neither attached or detached ADUs would be permitted on lots containing semi-detached, townhouse or multi-family dwellings.
- In commercial zoning districts, only one attached ADU would be permitted per lot.
- To ensure that ADUs are subordinate to the principal dwelling on the property, they are
 proposed to be limited in size to no more than 75 percent of the gross floor area (GFA) of
 the primary dwelling unit or 1000 square feet of GFA, whichever is less. ADUs greater
 than 1000 square feet would be prohibited.
- ADUs must meet the underlying requirements of the zoning district in which they are located, including setback, height, and building lot coverage standards.
- The principal and accessory dwelling units would be required to remain in common ownership and not be subdivided from each other.
- ADUs are intended to serve ongoing housing needs of county residents. The use of ADUs for short term rentals would not be permitted.
- Travel trailers would not be permitted for use as an ADU.
- Additional considerations are detailed in the proposed zoning amendments.

Primarily, the amendments seek to enable ADUs to be created where single-family housing is permitted by zoning. Additionally, however, the amendments also seek to enable the ability to create one attached ADU in select commercial zoning districts. This would permit the creation of mixed-use buildings where housing and commercial space occupy different floors or portions of the same building, promoting more efficient land use patterns. This effort is part of a multipronged strategy to promote more mixed-use opportunities in ongoing Comprehensive Plan update.

Staff Report & Analysis RZ-25-002 – Accessory Dwelling Units

Staff Recommendation:

To craft the language in the proposed text amendments, we have done extensive research of best practices of ADUs in Maryland and around the <u>Country</u>. We have also convened a working group in the Department of Planning and Zoning which has conducted wide-ranging discussions on the topic. These meetings have included the solicitation of input from the Department of Permits and Inspections to understand the building code implications of creating this new housing type.

Without a legal pathway in place to pursue this housing type, it leaves open the possibility that property owners will create these units without proper permits, thereby constructing additional dwelling units that do not meet the building code and are a risk to public health and safety.

Interest in ADUs is presently very high – at a local level among residents, community leaders and housing professionals; in State government, and throughout the rest of the Country eountry as well. Many states and local jurisdictions have already passed legislation authorizing ADUs, including several in Maryland. To that end, there is legislation pending at the State level which may require local jurisdictions to authorize ADUs in most places where single-family housing is allowed. Our proposed amendments address the proposed language that we've seen to a substantial degree. Accordingly, staff recommends approval of this text amendment with the conditions proposed in the report and application materials.

Respectfully submitted,

Travis Allen Senior Planner Formatted: Strikethrough



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

May 14, 2025

RZ-25-005

APPLICATION FOR TEXT AMENDMENT PLANNING COMMISSION RECOMMENDATION

RECOMMENDATION

On April 7, 2025, the Washington County Planning Commission held a public input meeting to consider a text amendment to Articles 3, 4, 7A, 8, 9, 10, 11, 12, 19, 19C, 22 and 28A of the Washington County Zoning Ordinance to permit the creation of a new housing type in the County: Accessory Dwelling Units (ADUs).

The Planning Commission took action at its May 5, 2025 regular meeting to recommend approval of the proposed text amendment to the Board of County Commissioners. A copy of the application, proposed text, the Staff Report and Analysis prepared by the Department of Planning & Zoning, minutes of the April 7, 2025 public input meeting and draft, unapproved minutes of the May 5, 2025 meeting are attached.

Respectfully submitted,

11 1 Bal

Jill L. Baker, AICP

Director, Washington County Department of

Planning & Zoning

JLB/KS/dse

Attachments

WASHINGTON COUNTY PLANNING COMMISSION REZONING PUBLIC INPUT MEETING AND REGULAR MEETING April 7, 2025

The Washington County Planning Commission held a rezoning public input meeting and its regular monthly meeting on Monday, April 7, 2025 at 6:00 p.m. at the Washington County Administrative Complex, 100 W. Washington Street, Room 2000, Hagerstown, MD.

CALL TO ORDER AND ROLL CALL

The Chairman called the rezoning public input meeting to order at 6:00 p.m.

Planning Commission members present were: David Kline, Jeff Semler, Denny Reeder, Jay Miller, Terrie Shank (arrived at 6:25 p.m.), and Ex-officio County Commissioner Randy Wagner. Staff members present were: Washington County Department of Planning & Zoning: Jill, Baker, Director; Jennifer Kinzer, Deputy Director; Travis Allen, Senior Planner; Kyla Shingleton, Comprehensive Planner; Scott Stotelmyer, Planner; and Debra Eckard, Office Manager.

REZONING PUBLIC INPUT MEETING

Myron and Hazel Horst [RZ-25-001]

Staff Presentation

Mr. Allen presented a piecemeal rezoning map amendment application for property located at 6821 Sharpsburg Pike. The applicant is requesting the application of the Rural Business (RB) floating zone to 1.68 acres of a 10.7 acre parcel. The parcel is currently zoned Preservation (P) with the Antietam Overlay 2 (AO-2) zone over top. The property contains a single-family dwelling, a barn, and an accessory structure currently being used as a garage/office building. The accessory structure was originally permitted in 2020 as an agricultural support building for farm operation purposes. The applicant now wants to use the structure as a tire repair shop. The property is encumbered with a permanent easement from the Maryland Environmental Trust (MET) established in 1997. Mr. Allen explained the purpose of the Rural Business zoning district and the criteria that must be met in order to apply this zone to land as it is stated in the County's Zoning Ordinance.

In addition to the rezoning application, a preliminary site plan will be required outlining the uses proposed on the property. If the RB zoning is approved, only the specified use is permitted and applies only to the portion of the lot specified on the application (1.68 acres). Any changes to the use, intensity or area would need to be reviewed by the Planning Commission and could possibly require a new public hearing. If the property is sold, the RB floating zone would convey with the property in perpetuity until the property owner requests its removal.

Mr. Allen noted that the subject parcel is located within ¼ mile of the Antietam Battlefield and lies within the AO-2 zoning district, which is an approach buffer to the Battlefield. The AO-2 zone is designed to regulate the exterior appearance of all commercial/non-residential uses (excluding farm structures) to preserve the historic character of the road corridor on the approach to the Battlefield. The zone extends 1000 feet on each side of road's centerline.

Mr. Allen explained that the MET easement is to preserve the scenic, cultural, rural, historical, archaeological, agricultural, wetland and woodland character of the property. It is designed to prevent the use or development of the property for any purpose that would conflict with the maintenance of its open space condition and protecting the landscape and viewshed of the Antietam Battlefield. The easement restricts commercial uses except those that can be performed in existing buildings. The property deed does not reference the MET easement.

This request was distributed to various agencies with the Historic District Commission (HDC) providing the following comments. The HDC did not review the permit application for the agricultural structure in 2020 because the building was constructed as a farm structure. There is another active RB use located at 6741 Sharpsburg Pike, which is minimally visible from the road and is buffered by significant forest cover, where the subject property has none. The HDC believes that the proposed use does not appear consistent with the language of the MET easement. The HDC also believes that if the use is restricted to the building and the minimal parcel area defined in the application, the proposed use would not be in conflict with the AO-2 overlay zone. The HDC's preference would be to minimize areas where floating zones (RB for instance) interact with overlays (such as the AO-2) in areas where resource protection should be a priority.

MET was contacted regarding this application and its appropriateness of the proposed use. MET stated that because the deed does not explicitly indicate that commercial uses are limited to buildings that existed at the time the easement was established, the use would be allowed in the existing structure as long as the exterior appearance is not changed and materials are stored out of sight. It would be MET's preference that commercial uses unrelated to agriculture are not established on the property; however, zoning is not within their jurisdiction.

Staff recommends that the Commission considers the compatibility of the proposed use in the context of its location in immediate proximity to the Battlefield alongside the specific nature of the use. The proposed use is low intensity and would likely have a minimal impact on the surrounding neighborhood. The property is however in the AO-2 zone which is a meant to protect the scenic character of the area approaching the Battlefield. And lastly, the structure in which the proposed use would be located was approved as an agricultural structure and not for a commercial use.

Mr. Allen noted that one written comment was received in support of this request.

Applicant's Presentation

Mr. Noel Manolo of Offit Kurman (legal counsel) and Mr. Myron Horst (the applicant) were present at the meeting. Mr. Manolo explained that the proposed use would support agricultural operations and agricultural users. Services would be rendered inside the building; there would be no outdoor operations. The applicant is not proposing any signage to advertise the business.

Mr. Manolo stated that all of the structures were existing when Mr. Horst purchased the property and the MET easement was established by the previous owner. While the MET easement does restrict industrial or commercial activities other than farming, silviculture and horticulture with the exception of activities that can be conducted in existing structures without alteration of the exterior appearance, Mr. Manolo believes that MET wants property owners to have viable use of their property. He also believes that the proposed use is in service of and related to agricultural activities.

Mr. Manolo noted that Mr. Horst previously appeared before the Planning Commission for a change of use application on the RB zoned property located at 6741 Sharpsburg Pike (just south of the subject property). The use at that property was a truck repair and excavating business. On May 3, 2021, the Planning Commission determined that the proposed use (a tire repair facility) would be a minor change. Unfortunately, negotiations were not successful and the property was sold to someone else.

Citizen Participation

Erin Planck, 6741 Sharpsburg Pike, Hagerstown, MD – Ms. Planck stated they are not opposed to
the proposed rezoning. However, because there is no signage for the business and a new driveway
has been constructed, there has been a lot of traffic and confusion with people coming to their
property looking for the tire repair business. Ms. Planck asked if a directional sign for the tire shop
could be installed.

Ms. Baker stated that the County cannot require signage to be installed; however, if they choose to put up a sign, it would need to be shown on the site plan and meet all setback requirements specified in the Zoning Ordinance. Mr. Allen noted that the Historic District Commission would have review authority of the sign because the property is located within the AO-2 overlay.

Applicant's Rebuttal

Mr. Manolo introduced Mr. Fred Frederick of Frederick, Seibert & Associates, the consultant. Mr. Manolo believes Mr. Horst would be willing to install a directional sign in accordance with all County regulations, in order to keep customers and delivery drivers from going to the Planck's property.

Mr. Frederick stated that MET wrote a letter on August 3, 2022 allowing this use with guidance on signage. A copy of the letter was submitted for the record and distributed to all Commission members. MET stated that signs may be 4-feet by 4-feet (maximum) and preferably be located on the structure used for the business. However, the business is located a measurable distance from the roadway and would not be seen from the road. When the driveway was relocated, a new address was not obtained from the County. Mr. Frederick stated he would work with the County to correct this issue and to get a directional sign installed.

Recommendation

Motion and Vote: Mr. Semler made a motion to recommend approval of the request to the Board of County Commissioners. The motion was seconded by Mr. Miller and unanimously approved with Ms. Shank and Commissioner Wagner abstaining from the vote.

Halfway Houses and Group Homes Text Amendment [RZ-25-002]

Ms. Shingleton presented a proposed text amendment regarding halfway houses and group homes. Halfway houses are typically established as transitional homes for individuals leaving institutions, such as correctional and mental institutions as well as in-patient substance treatment centers. Halfway houses help individuals to transition back into normal life through various programs. Group homes are similar but they provide a more permanent home for individuals with disabilities that need daily assistance. Group homes provide various programs and job assistance similar to halfway houses. In 2015, Maryland adopted zoning regulations that allow halfway houses and group homes to be established in single-family and multi-family zoning districts depending on their size. A small group home may accommodate 4 to 9 adults while a large group home may accommodate 10 to 16 adults. A small halfway house may accommodate 4 to 8 adults while a large halfway house may accommodate 9 to 16 adults. Small group homes and small halfway house would be permitted in areas zoned for single-family homes which include the RT, RS, RU, RM and SED zoning districts. Large halfway houses and large group homes will be permitted in the RM and SED zoning districts. In the rural areas, all group homes and halfway houses will be permitted in the RM and SED, EC, P and RV zoning districts, but they will not be permitted in the RB or IM zoning districts.

The County's Zoning Ordinance does not currently include language for halfway houses; however, there is language for a transitional care facility. Staff is proposing to remove the transitional care facility definition and add halfway houses and group homes in the definitions section of the Ordinance. State legislation states that halfway houses and group homes are not subject to any special exceptions or conditional uses or any difference in zoning or setbacks.

Discussion and Comments: Ms. Shank asked if the State has provided definitions for a halfway house and group homes. Ms. Shingleton explained that the State only provided the definition for a halfway house. Ms. Baker stated we are using examples of group home definitions from around the State. Ms. Shank would like the definition to be clearer to include both adults and juveniles, with or without disabilities.

Non-conforming Uses Text Amendment [RZ-25-003]

Ms. Shingleton presented an application to amend Section 4.3 of the Washington County Zoning Ordinance regarding non-conforming uses. Staff is proposing to add a section to the Ordinance relative to the abandonment of a non-conforming use. Ms. Shingleton noted that a non-conforming use is considered abandoned when the use has ceased for a period of six months. In order to disprove the abandonment, tangible evidence that the property was not abandoned would be required. For example, if the business maintained its valid liquor license during this time, this shows clear intent of the owner to reopen the business.

Ms. Baker explained that a non-conforming use is not a permitted use in the zoning district in which it is located. Currently, there is no definition of cessation in the Zoning Ordinance. Ms. Baker explained that case law has been brought to staff's attention that a property keeps its non-conforming use until such time as the owner shows intent to abandon the use. She briefly explained the difference between tangible and subjective intent.

Motion and Vote: Ms. Shank made a motion to recommend approval of the text amendment to the Board of County Commissioners as presented. The motion was seconded by Mr. Miller and unanimously approved with Commissioner Wagner abstaining from the vote.

Manufactured/Modular Homes Text Amendment [RZ-25-004]

Ms. Shingleton presented a proposed text amendment regarding manufactured/modular homes. She explained that staff is proposing to update the definition of modular homes in the Zoning Ordinance. She further explained that the definition of manufactured homes is replacing the definition of mobile homes. Therefore, any mention of mobile homes in the Zoning Ordinance will be replaced with manufactured homes. State House Bill 538, which became effective January 1, 2025, provides for affordable housing in any zoning district where a single-family home is permitted. The Real Property Article of the State of Maryland requires manufactured homes to be converted to real property; therefore, they must be affixed to a permanent foundation and must be titled to the landowner.

Motion and Vote: Mr. Semler made a motion to recommend approval of the text amendment to the Board of County Commissioners as presented. The motion was seconded by Mr. Reeder and unanimously approved with Commissioner Wagner abstaining from the vote.

Accessory Dwelling Units Text Amendment [RZ-25-005]

Mr. Allen presented a proposed text amendment to amend several sections of the Zoning Ordinance to allow a new housing type: accessory dwelling units (ADUs). An accessory dwelling unit is a broad term that refers to a smaller, self-contained residential dwelling that is located on the same parcel as a primary, larger residential dwelling (typically a single-family home). An ADU may be attached, detached, new construction, conversion of an existing building, etc. The purpose of this amendment is to address the need for more affordable housing within the County. Staff is proposing to add a new section to Article 4 of the Zoning Ordinance. Section 4.27 would permit, by right, the creation of one ADU per lot in conjunction with the principal permitted use on the property. ADUs would be permitted in both urban and rural zoning districts and would include: A(R), EC, P, RB, RV, RT, RS, RU, RM, BL, BG and HI districts. ADUs would be permitted in commercial zoning districts in order to accommodate mixed use opportunities in selected areas of the County as recommended in the County's draft Comprehensive Plan.

Mr. Allen explained that staff is proposing to allow both attached and detached ADUs on single-family homes; two-family or duplex dwellings would only be allowed to have a detached ADU; semi-detached, townhouse or multi-family dwellings you could have either an attached or detached ADU; and commercial zoning districts would be permitted to have only attached ADUs. One additional parking space would be required for the ADU; however, if legal street parking is available or if the property is located within ½ mile of a transit facility, the parking requirement could be waived.

Staff is proposing that the ADU is no more than 75% of the gross floor area of the primary dwelling unit or 1,000 square feet of gross floor area, whichever is less. Garage conversions may be handled differently. Bulk requirements should meet the standards set forth for the zoning district in which the property is located. The ADUs will not be included in residential density calculations. ADUs may not be subdivided from the principal dwelling unit; they must remain in common ownership. Short-term rentals and travel trailers would be prohibited.

Mr. Allen discussed the proposed definitions for accessory dwelling units and the two-family and duplex dwelling units. Without a legal pathway to create these housing types, there is the possibility that property owners will create these units without permits, thereby constructing additional dwelling units that do not meet building code and risk public health and safety. The State is proposing legislation that will most likely require the allowance of ADUs.

Discussion and Comments: There was a brief discussion regarding addressing for the ADUs. Ms. Kinzer stated that a separate, detached structure will be required to have a separate address. A determination will be made on each attached dwelling unit moving forward depending upon the circumstances.

There was a brief discussion regarding the maximum square footage requirement. Mr. Miller expressed his concern regarding the 1,000 sq. ft. maximum requirement. Ms. Baker explained the rationale staff used to arrive at that decision. The ADU is supposed to be "subordinate to" the primary structure and, more importantly, we are trying to achieve affordable housing. Mr. Travis also noted that because ADUs will be permitted in commercial districts where the size of the principal unit can be much larger than a single-family home there should be a maximum square footage requirement. He suggested that any proposed ADU that exceeds the 75% gross floor area requirement could request a special exception through the Board of Zoning Appeals. Commission members liked that suggestion and asked staff to draft new language to include the special exception. Ms. Baker still believes there should be a mechanism to temper the square footage maximum in the residential districts.

Public Comment: Mr. Gordon Poffenberger, 981 Mt. Aetna Road, Hagerstown stated that he agrees with the size limitations because this is to be an accessory structure, not another primary residence. He asked if the ADUs will be exempt from APFO fees. Staff is proposing that these units be exempt from APFO fees and excise tax.

This amendment will be brought back at the May meeting with changes as discussed.

Motion: Mr. Reeder made a motion to adjourn the rezoning public input meeting at 7:47 p.m. The motion was seconded by Ms. Shank and so ordered by the Chairman. The Chairman then called the regular meeting of the Washington County Planning Commission to order.

NEW BUSINESS

MINUTES

Motion and Vote: Mr. Reeder made a motion to approve the minutes of the March 3, 2025 Planning Commission regular meeting as presented. The motion was seconded by Mr. Semler and unanimously approved.

Motion and Vote: Ms. Shank made a motion to approve the minutes of the March 17, 2025 Planning Commission workshop meeting as presented. The motion was seconded by Mr. Miller and unanimously approved.

ORDINANCE MODIFICATIONS

Daniel C. Davison [OM-25-003]

Ms. Kinzer, on behalf of Ms. Wagner-Grillo, presented an ordinance modification request for property located at 14000 Heavenly Acres Ridge which is currently zoned EC (Environmental Conservation). The request is to reduce the 50-foot side yard setback to 15 feet on the north side lot and to 40-feet on the south side lot. The current setbacks in the EC zoning district are 40-feet in the front yard, 15-feet on the side yard, and 50-feet on the rear yard. The proposed setbacks are not below the residential setbacks in a normal EC zone; however, this property has an agricultural assessment.

Motion and Vote: Mr. Miller made a motion to approve the modification request as presented. The motion was seconded by Mr. Reeder and unanimously approved.

SUBDIVISIONS

Elmwood Farm Revised Section 5D [PP-24-002]

Mr. Stotelmyer presented a preliminary plat for Section 5D of Elmwood Farms located at parcel 1081 off of Lappans Road in Williamsport. The property is currently zoned RS (Residential Suburban). The site will be accessed from Lappans Road as well as Kendle Road. Public water will be provided by the City of Hagerstown and public sewer will be provided by Washington County. Forest Conservation requirements were previously addressed. All agency approvals have been received.

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

The Village at Valentia Ridge Lots 1 - 150 [PP-23-001]

Mr. Stotelmyer presented a request for a one-year extension for the preliminary plat of The Village at Valentia Ridge Lots 1 – 150. The property is located along the south side of Poffenberger Road and is currently zoned RU (Residential Urban). Justification for this request was provided by the developer. This extension would be good until March 7, 2026.

Motion and Vote: Mr. Reeder made a motion to approve the extension request with a new expiration date of March 7, 2026. The motion was seconded by Ms. Shank and unanimously approved.

FOREST CONSERVATION

Martin Property - Lot 1 [S-23-058]

Mr. Allen presented a request to use the payment-in-lieu option to meet a portion of the forest mitigation requirements for property located at 12440 Burkholder Lane. The property is currently zoned PI (Planned Industrial). There is a 2.8-acre total planting requirement resulting from the subdivision of a 123.41-acre parcel. Article 10 of the Forest Conservation Ordinance lists the preferred sequence of mitigation ranging from the most preferred method of mitigation which is onsite retention to the least preferred which is the payment-in-lieu of planting. The intent of the Ordinance is to accomplish as much mitigation on-site as possible. If the developer is deviating from the preferred sequence, justification is required from a qualified professional. As part of their mitigation efforts, the developer is proposing to put 16 acres of forest under easement on-site; the PIL is only being requested for the remainder of the total mitigation required.

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

OTHER BUSINESS

Update of Projects Initialized

Ms. Kinzer provided a written report for land development plan review projects initialized during the month of February including four site plans.

UPCOMING MEETINGS

1. May 5, 2025, 6:00 p.m. - Washington County Planning Commission regular meeting

ADJOURNMENT

Mr. Semler made a motion to adjourn the meeting at 8:10 p.m. The motion was seconded by Mr. Reeder and so ordered by the Chairman.

Respectfully submitted,

David Kline, Chairman

WASHINGTON COUNTY PLANNING COMMISSION REGULAR MEETING May 5, 2025

The Washington County Planning Commission held its regular monthly meeting on Monday, May 5, 2025 at 6:00 p.m. at the Washington County Administrative Complex, 100 W. Washington Street, Room 2000, Hagerstown, MD.

CALL TO ORDER AND ROLL CALL

The Vice-Chairman called meeting to order at 6:00 p.m.

Planning Commission members present were: Jeff Semler, Vice-Chairman, Denny Reeder, Jay Miller, Terrie Shank, and Ex-officio County Commissioner Randy Wagner. Staff members present were: Washington County Department of Planning & Zoning: Jill Baker, Director; Jennifer Kinzer, Deputy Director; Travis Allen, Senior Planner; Kyla Shingleton, Comprehensive Planner; and Debra Eckard, Office Manager.

OLD BUSINESS

Halfway Houses and Group Homes Text Amendment [RZ-25-002]

Ms. Shingleton presented a proposed text amendment regarding halfway houses and group homes. She reminded members that during the last meeting, there was a discussion regarding the inclusion of foster homes and women's shelters in this text amendment. The proposed definition of a group home will state specifically that minor foster homes are not included and the proposed definition of halfway houses will state specifically that women's shelters are not included. This is because women's shelters and foster care homes are organized by different agencies and have no zoning associated with them per Maryland state law. Both foster care homes and women's shelters are pre-empted by the State law.

Ms. Baker noted that a public input meeting was held on April 7th. Staff has made the proposed changes and is now seeking a recommendation to take to the Board of County Commissioners for a public hearing.

Ms. Shingleton presented the proposed definition language as follows: Group Home — "a residence that provides for the care, supervision, and protection of persons with mental or developmental disabilities on a 24/7 hour/day basis and does not include assisted living facilities, comprehensive care facilities or minor foster care homes". Halfway Houses — "also includes temporary residences for formerly institutionalized individuals that is designed to facilitate the readjustment to private lives but does not include women's shelters."

Motion and Vote: Mr. Miller made a motion to support the proposed language as presented and to recommend approval to the Board of County Commissioners. The motion was seconded by Ms. Shank and unanimously approved with Commissioner Wagner abstaining from the vote.

Accessory Dwelling Units Text Amendment [RZ-25-005]

Mr. Allen presented a proposed text amendment to amend several sections of the Zoning Ordinance to allow a new housing type - accessory dwelling units (ADUs). Accessory dwelling units would be permitted in both the rural and urban areas of the County. Ms. Baker noted that during the public input meeting, staff proposed a limitation of 75% of the gross floor area of the principal structure or a maximum of 1,000 sq. ft., whichever is less. Members discussed a larger maximum square footage limitation. Staff expressed concern with the larger square footage limitation, especially in the commercial areas. These limitations would also serve to provide smaller and more affordable housing options. The units are proposed to be exempt from excise tax.

Discussion and Comments: Members discussed various size limitations ranging from 1,000 sq. ft. to 1500 sq. ft. Staff highly encouraged members to put a maximum square footage limitation on ADUs to ensure these units remain affordable. Ms. Baker explained that the amendment would not prevent homeowners from creating a two-family or duplex unit; however, they would be required to pay excise tax. Mr. Allen noted that the two-family or duplex unit could be subdivided in the future; however, the ADU cannot be subdivided from the principal dwelling unit.

Ms. Baker stated the proposed changes to the text amendment as follows: An accessory dwelling unit is defined as a new dwelling unit that must be subordinate to the existing home, cannot be sold separately

in the future, and is a maximum size of 75% of the existing home or 1,500 sq. feet, whichever is less. ADUs would be exempt from excise tax.

Motion and Vote: Ms. Shank made a motion to recommend approval of the text amendment including changes as stated above to the Board of County Commissioners. The motion was seconded by Mr. Miller and unanimously approved with Commissioner Wagner abstaining from the vote.

NEW BUSINESS

MINUTES

Motion and Vote: Ms. Shank made a motion to approve the minutes of the April 7, 2025 Planning Commission public input meeting and regular meeting as presented. The motion was seconded by Mr. Miller and unanimously approved.

OTHER BUSINESS

Forest Conservation Ordinance Annual Report

Mr. Allen presented a summary of the FY 2024 Forest Conservation Ordinance Annual Report. The State requires specific data that must be reported each year. He noted that development review for the forest conservation program decreased slightly in 2024 as compared to 2023. There were no new forest banks created during FY 2024 and 3.82 acres were debited from existing forest banks during the same period. Mr. Allen stated there was no levying of non-compliance and/or violation fees during this reporting period.

Proposed Outpatient Substance Abuse Center Text Amendment

Ms. Baker explained there was a recent Board of Zoning Appeals case that dealt with the location of a medical clinic in a somewhat residential area. As part of the hearing, the question was raised as to whether there would be the dispensing of addiction treatment drugs. The decision by the BZA stipulated that there would not be the dispensing of addiction treatment drugs. The BZA requested that their concerns be forwarded to the Planning Commission to potentially address the issue in the Zoning Ordinance as a specialized use. Currently, the Zoning Ordinance treats these types of facilities as a medical clinic.

Ms. Shingleton introduced potential changes to the Ordinance regarding the outpatient substance abuse centers. She reviewed the definition of an outpatient substance abuse center. These facilities are Federally licensed and certified by the Substance Abuse Mental Health Administration and Behavorial Health Administration of Maryland. The certification and licensing are for daily operations; there is no applicable zoning regulations. Outpatient Substance Abuse Centers would be permitted in the Rural Business and Special Economic Development districts, special exception uses in the residential zoning districts and would not be permitted in any other zoning district in the County.

Discussion and Comments: Ms. Baker explained that a special exception is a permitted use, that by zoning standards, is not permitted if there is something unique about the location that is different than any other parcel in the same zoning district. She further explained that a special exception cannot be denied on the basis of public testimony that the use is not wanted in the neighborhood.

Consensus: The Outpatient Substance Abuse Centers would be a special exception use in all residential zoning districts, a permitted use in the RB, SED, ORI and ORT zoning districts, and would not be permitted in the BL, BG, HI, IR, PI, IG, PB, and AP zoning districts.

Proposed Backyard Fowl Text Amendment

Ms. Shingleton introduced a proposed text amendment regarding backyard fowl in a low intensity operation that includes raising or providing care for 24 or less fowl; no roosters would be permitted. Limitations would include the following: the first ½ acre or less a maximum of six hens would be allowed; an additional six hens would be permitted for each ½ acre up to a total of 24 hens. More than 24 hens will be considered a high-intensity operation and must meet all standards and regulations set forth by the Animal Husbandry Ordinance. Structures for a low-intensity operation must be set back a minimum of 25 feet from any neighboring dwelling, school, church or institution for human care and at no time shall a structure be located closer than 10 feet from any side or rear property lines. Structures shall not be permitted in front yards, drainage swales or mapped floodplain (sensitive) areas. There will be no selling of products for commercial uses. Free range hens will not be permitted; all structures and roaming areas must be fenced. Structures must be

properly constructed, maintained and cleaned on a regular basis to prevent odors and waste from building up. Feed must be stored in contained areas and must be cleaned regularly to prevent scavengers, insects and parasites that may harm humans. Manure may be composted and added to gardens or yards if done so without creating malicious smells or other hazards. Waste that is not composted must be collected in a sealed dry container and must be stored at a minimum of 10 feet from all side and rear yard property lines. A Waste Management Plan and Nutrient Management Plan will be required when housing more than 24 fowl. Outdoor slaughtering or butchering is prohibited. A zoning permit will be required for any structures housing chickens.

Staff will finalize the proposed text amendment and bring it back to the Commission at a future date.

Update of Projects Initialized

Ms. Kinzer provided a written report for land development plan review projects initialized during the month of March including four minor preliminary/final plats.

Director's Report

Solar Energy Generating Systems [SEGS]

Ms. Baker briefly discussed new solar energy generating systems legislation that was recently adopted by the State of Maryland. She noted that any SEGS that is one megawatt or greater, will be permitted without County approvals in accordance with State law.

Black Rock PUD

Ms. Baker explained that she will be sending Commission members a copy of the 84-page Circuit Court opinion for the Black Rock PUD. This case has been remanded back to the Planning Commission for review. She briefly reviewed the history of the Black Rock PUD clustering plan whereby the Planning Commission determined that the clustering plan was a minor change which would not have to go through the public hearing process. The Black Rock HOA appealed the decision to the Board of Zoning Appeals that upheld the Planning Commission's decision. The HOA then appealed that decision to the Circuit Court where it was remanded back to the Board of Zoning Appeals. In the meantime, the Circuit Court decision was appealed to the Maryland Court of Appeals. Late last year, the court case was voluntarily dismissed; therefore, the Circuit Court's decision remains in force. In April, the case was again looked at by the Board of Zoning Appeals, at which time it was remanded back to the Planning Commission. Four questions were posed by the Black Rock HOA that need to be addressed:

- 1. Has the Black Rock PUD expired?
- 2. Is the Black Rock PUD valid or invalid?
- 3. Was there a violation of the Zoning Ordinance dealing with the wait period in between applications for rezonings?
- 4. Is the Black Rock third proposal to the approved PUD a minor change?

Ms. Baker strongly encourages members to read the documents in order to be able to respond to the questions above. She noted that the Court's opinion [on question #2] is that the PUD should have been invalidated because it did not follow all of the criteria in terms of procedures of steps outlined in the County's Zoning Ordinance.

Comprehensive Plan Update

Ms. Baker announced that the Board of County Commissioners will hold a public hearing on Tuesday, June 3rd at 6 pm at the Public Safety Training Center. Staff will be available beginning at 5:30 pm to answer questions.

UPCOMING MEETINGS

1. June 2, 2025, 6:00 p.m. – Washington County Planning Commission regular meeting

<u>ADJOURNMENT</u>

Mr. Reeder made a motion to adjourn the meeting at 7:30 p.m. The motion was seconded by Ms. Shank and so ordered by the Vice-Chairman.

Respectfully submitted,



Agenda Report Form

Open Session Item

SUBJECT: Forget-Me-Not Months (September, October, November 2025) Proclamation

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Board of County Commissioner to Dennis Reeder and James Arnold, Disabled

American Veterans Organization

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: Proclamation Presentation

WHEREAS, the Disabled American Veterans Organization offers free services to disabled veterans and their families in filing claims for government benefits as well as the resolution of problems regarding employment, health care and counseling, and

WHEREAS, the Disabled American Veterans Organization strives to respond to emergency needs arising in the family of any disabled veteran, and

WHEREAS, the community wishes to express a deep and continuing sense of gratitude to those disabled veterans who gave so much to protect and preserve our way of life, and

WHEREAS, the Disabled American Veterans Organization has chosen September, October, and November 2025 for its annual *Forget-Me-Not* Drive in Washington County and pledges that all contributions will be utilized for disabled veterans and their families in our community.

NOW THEREFORE, We the Board of County Commissioner of Washington County, Maryland, hereby recognize September, October, and November 2025 as "Forget-Me-Not" Months and encourage all citizens to join in and support those who have given so freely to protect and defend the rights and freedom of us all.



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: SOR IV (State Opioid Response) Adolescent Clubhouse

PRESENTATION DATE: August 26th, 2025

PRESENTATION BY: Earl Stoner, Health Officer

RECOMMENDED MOTION: The Health Department is recommending that the Board of Health award the contract to Horizon Goodwill Industries of Washington County in the amount of \$252,900.00. For the contract period of July 1st, 2025, through June 30th, 2026.

REPORT-IN-BRIEF: SOR IV is a grant that is targeted to serve 55 adolescents ages 12-17 (18 if still in high school) who are at risk of, receiving treatment for, or following discharge from treatment for substance misuse/abuse, including Opioid Use Disorders (OUD) and Stimulant Use Disorders. These are not treatment programs but are rather a resource to help prevent the escalation of opioid experimentation and use and/or promote recovery in our youth. Each clubhouse uses evidence-based and promising practices such as Botvin Lifeskills, Screening Brief Intervention, and Referral to Treatment (SBIRT), Motivational Enhancement Therapy/Cognitive Behavioral Health Five Sessions (MET/CBT 5) Trauma-Informed Care (TIC), Adolescent Community Reinforcement Approach (A-CRA), The ASK Model for Cultural Responsiveness (ASK Model), Community Reinforcement Approach and Family Training (CRAFFT), etc. to provide screening, intervention and recovery to our youth. Program also supports at a minimum twenty-five (25) parents/caregivers family engagement with these high-risk youth including recommended consultation/collaboration with Family Peer Support Resources.

DISCUSSION:

FISCAL IMPACT: 100% of the funding for this contract is provided through a Maryland Department of Health State Opioid Response (SOR IV) Grant. No additional funding is being requested.

CONCURRENCES:

ATTACHMENTS: Copy of the contract

STATE OF MARYLAND MARYLAND DEPARTMENT OF HEALTH FY26 F871A/B-0802

Horizon Goodwill Industries

		Horizon Goodwill Industries		
		("Contractor") whose principal office in Maryland is		
_		200 N. Prospect St., Hagerstown, MD 21740	1-0	
		and whose principal business address is		
		Same	·	
The	oarties agr	gree as follows:		
	J			
1.	Scope	e of Contract.		
	(a)	The Contractor shall provide the following goods or services:		
	(ω)	The contractor shall provide the following goods of services.		
		will Industries agrees to the terms and conditions in RFP 2024-04 Adolescent Clubho		
		ption year #2 of the four (4) 1-year consecutive renewals (FY25, FY26, FY27, FY28) with	n 2 years remaining if the gran	
has t	oudgeted f	funds available and both parties agree.		
The	scope of w	work or solicitation datedN/A is attached and incorporated by refere	nce as Exhibit A The	
Cont	ractor's bi	oid or proposal dated N/A is attached and incorporated by references	as Exhibit N/A . If there	
Is an	y conflict l	between this Contract and any exhibits incorporated by reference, the terms of this	contract shall govern. If there	
		among the Exhibits, the following order of precedence shall determine the prevailing	gprovision:	
Exhil	oit A – the	e 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 pa	arties Amendments may not	
	(0)	significantly change the scope of the Contract (including the Contract price).	arties. Amenoments may not	
		1.8 meanly analysis are assisted as are assistant with the same and a second as a second a		
2.	Term o	of Contract. The term of this Contract shall be for the period of		
			, 20 <u>26</u> .	
,	Comp	pensation and Method of Payment.		
3.	Comp	pensation and Method of Payment.		
	(a)	(a) Compensation. The total compensation for services to be rendered by the Contractor shall not exceed		
		<u>\$252,900.00.</u>		
		Breakdown as follows:		
		F871A-0802 \$63,225 for period 07/01/25 - 09/29/25		
		F871B-0802 \$189,675.00 for period 09/30/25 - 06/30/26.		
	Invoices with supporting backup documentation should be submitted to wchd.invoice@maryla		voice@marvland.gov via	
		email copying the contract monitor. Refer to Section 3 (d) for invoicing requireme		
	(b)	Method of Payment. The Department shall pay the Contractor no later than thirty	(30) days after services are	
	(5)	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 Procure		

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are prohibited.

- (c) Tax Identification Number. The Contractor's Federal Tax Identification Number is

 52-060403 . 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

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- 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.
- Maryland Law Prevails. The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.
- 11. Anti-Bribery. The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
- 12. Contract Monitor- Contract Monitor is Laura Sheffield-Bishop, LCSW-C, Interim Director of Behavioral Health Services (laura sheffield@maryland.gov).

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Exhibit A

The Adolescent Clubhouse program is expected to serve a minimum of fifty-five (55) adolescents ages 12-17 (18 if still in High School) who are at risk of, receiving treatment for, or following discharge from treatment for Opioid Use Disorders (OUDs) and/or Stimulant Use Disorders (StUDs), and substance misuse/abuse, and live in Washington County.

The goal of the ACH is to reduce/eliminate substance use; improve academic performance; decrease inpatient hospitalization for behavioral health issues, and decrease engagement with the legal system.

Washington County ACH program will enhance accessibility to behavioral health services through the implementation of recovery-oriented programming such as substance use psychoeducational groups; recovery-oriented events; recovery-focused recreational activities; vocational & amp; educational workshops.

Naloxone education groups; and peer-led support services including utilizing evidence-based practices as well as promising methods to deliver screening; intervention; and recovery support to assist adolescents and their families in adopting and sustaining abstinence. Services are provided in a community setting in Washington County.

These are not treatment programs but are rather a resource to help prevent the escalation of Opioid and/or stimulant experimentation and use, and/or promote recovery in our youth. Each unique clubhouse uses evidence-based and promising practices such as Botvin LifeSkills, Screening Brief Intervention, and Referral to Treatment (SBIRT), Motivational Enhancement Therapy/Cognitive Behavioral Health Five Sessions (MET/CBT 5), Trauma-Informed Care (TIC), Adolescent Community Reinforcement Approach (A-CRA).

The ASK Model for Cultural Responsiveness (ASK Model), Community Reinforcement Approach and Family Training (CRAFFT), etc., to provide screening, intervention, and recovery support to adolescents. Through various approaches to substance use intervention and recovery, the clubhouses recovery-oriented model supports diminishing triggers and cues that led to past substance abuse and uses youth-driven recovery-focused activities to engage adolescents in more enriching and healthy ways.

Programs should also give support to a minimum of twenty-five (25) parents/caregivers aimed at engaging families with these high-risk youth, including recommended consultation/collaboration with Family Peer Support Resources.

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

CONTRACTOR Horizon Goodwill Industries

STATE OF MARYLAND MARYLAND DEPARTMENT OF HEALTH WASHINGTON COUNTY HEALTH DEPARTMENT

Ву:	(Seal) By:		
David Shuster, President/CEO (Printed Name and Title)	Earl Stoner, Health Officer (Printed Name and Title)		
 Date	Date		

Attachment: Exhibit A - Scope of Work

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Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Adoption of the 2040 Comprehensive Plan for Washington County

PRESENTATION DATE: August 26, 2025

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

RECOMMENDED MOTION: Move to approve/approve with changes the adoption of the 2040 Comprehensive Plan.

REPORT-IN-BRIEF: The update of the 2002 Comprehensive Plan was begun in 2019 with a significant amount of data collections, a series of stakeholder meetings, and planning commission workshops. This information was reviewed and analyzed to create a working document from Staff to the Planning Commission. Several workshop meetings were held between Staff and the Planning Commission to review the draft plan and make changes as needed.

The Planning Commission held a public hearing on January 13, 2025 to present the final draft of the Plan and received public comment. After consideration of the comments received, the Planning Commission made some adjustments and recommended the final draft as presented to the Board of County Commissioners for adoption.

The Board held a public hearing on June 13, 2025 on the Planning Commission recommended document. The Board has now considered all the information received during the public comment period which ended at the close of the public hearing.

DISCUSSION: This comprehensive plan is a long-term, strategic document that will guide the development, growth, and preservation of our area and our resources over the coming years, ensuring that our needs and priorities are balanced in a way that reflects the values and aspirations of our residents.

The Plan is broken down into 15 Elements/Chapters that provide analysis, guidance and recommendations for various factors that influence future growth and its impacts. Examples of chapter topics include housing, transportation, economic development, infrastructure, land and historic preservation efforts and environmental resources.

FISCAL IMPACT: Many grants and/or loan programs require projects to be consistent with locally adopted Comprehensive Plans. Having an outdated plan could jeopardize our competitiveness in obtaining such financial assistance.

CONCURRENCES: Planning Commission

ALTERNATIVES: Do not adopt the Plan

ATTACHMENTS: Narrative of suggested changes

Planning Commission recommendation

Resolution of Adoption

AUDIO/VISUAL NEEDS: n/a



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

March 4, 2025 RZ-25-002

APPLICATION FOR TEXT AMENDMENT PLANNING COMMISSION RECOMMENDATION

RECOMMENDATION

On January 13, 2025, the Washington County Planning Commission held a public hearing to take public testimony on the final draft of the 2040 Comprehensive Plan.

Following the hearing, at their regular public meetings on February 3 and March 3, 2025, the Planning Commission reviewed all draft chapters and elements and considered all comments received and has determined that, (1) the plan meets the requirements of the Maryland Land Use Article §3-102 [Elements – Non-charter counties and municipal corporations] by including all of the required elements ,and (2) the plan meets the requirements of §1-201 [General Provisions] by including and addressing all required planning elements and including the required planning purpose, scope, and vision implementation, and (3) the plan meets Maryland Land Use Article §3-201 [Plan preparation] by carefully contemplated and addressed the comments and needs of the public, agencies, and neighboring jurisdictions during the drafting of the plan, and (4) the plan meets the requirements of 3-203 [Plan development] that requires a 60-day comment period for adjoining jurisdictions and units that are responsible for financing of constructing public improvements necessary to implement the plan and at least one (1) public hearing.

Based on these findings, the Planning Commission acted at its March 3, 2025 regular meeting to forward a favorable recommendation to the Board of County Commissioners for adoption of the 2040 plan.

Respectfully submitted,

Jill L. Baker, AICP

Director, Washington County Department of Planning & Zoning

JLB/KS/dse

Proposed Changes by the Board of County Commissioners to Comprehensive Plan Based on Testimony Taken at the Public Hearing held on June 3, 2025

Based upon public testimony, Commissioners have deliberated and found that some changes should be made to the Plan. Outlined below are the suggested changes:

1. Concerns were raised about the impact of reducing the Urban Growth Area (UGA). The testimony received noted that it would be shortsighted to reduce the UGA because of current water supply issues. It should be expected that improvements will be made to the infrastructure that would support development. Others noted that by downzoning some properties it could reduce property value and possibly create issues with equity loans.

<u>Suggested changes:</u> Leave the UGA boundary as it stands currently with the same land use policy areas that currently exist with the following exceptions:

- a. Expand the UGA to include land owned by Bostetter that consists of two parcels delineated as Parcel 41 on Tax Map 36 and Parcel 454 on Tax Map 37. These parcels are currently split by the UGA and these changes would include whole parcels.
- b. Retract Parcel 142 on Tax Map 56 from the UGA at the request of the landowner Clyde Ebersole.
- c. Areas currently labeled as Industrial Flex policy areas would be delineated as a Business/Commercial Mix policy area in areas where the UGA was recommended to be retracted but are now suggested to remain part of the UGA.
- 2. <u>Amend some Land Use Policy Areas.</u> As a result of changes to the UGA and in response to individual requests, some changes to Land Use Policy areas are proposed.

Suggested changes:

- a. Apply the Industrial land use policy area to the Bostetter properties that are being expanded into the UGA.
- b. Apply the Agriculture Rural policy area to the Ebersole property that is being removed from the UGA.
- c. Change the land use policy area of land located at the southwest corner of Lappans Road and Sharpsburg Pike, owned by 2008 Lappans LLC and delineated as parcel 34 on Tax Map 62 from Agricultural and Environmental Conservation to Rural Village.
- d. Do <u>not</u> support the request made to change the land use policy area of land located at the southwest of Halfway Blvd and Downsville Pike, owned by Downsville Pike Land LLC, and consisting of three parcels delineated as Parcels 408, 329, & 210 on Tax Map 57

- from Medium Density Residential to Commercial. Leave as Medium Density Residential.
- e. Include Industrial Flex language into the summary of the Industrial land use policy area. The following text is proposed to be added to the Industrial Policy Area description to address concerns mentioned by the Bowman Group at the public hearing.

Industrial land uses are located primarily along the western side of the UGA due to its proximity to Interstate 81. As noted in the Transportation Element, freight movement has increased dramatically on I-81 and is projected to increase over the life of this Plan. Most of the designated industrial parks are included in these policy areas and expected uses will primarily focus on manufacturing, processing, and freight movement land uses. There is also some expectation of industrial flex type uses that, similar to the Business Commercial District, would allow for light industrial, employment parks, and commercial uses that support employment centers and the general public. Zoning districts that will be associated with these areas include PI, IR, IG, HI and ORI. (Page 14-23 of the hearing document)

- f. Change the property located at the southwest corner of US 40 and Beaver Creek Road, delineated as Parcel 52 on Tax Map 58, from low density residential and commercial to high density residential.
- 3. Concerns were raised about lowering the density of the Agriculture Policy Area. The public hearing document recommended lowering the residential density within the Agriculture Policy Area from 1 dwelling unit per 5 acres to 1 dwelling unit per 10 acres. Property owners stated concerns that the downzoning would impact equity loans and potentially lower property values.

<u>Suggested Change:</u> Leave the proposed residential density in the Agriculture land use policy area at 1 dwelling unit per 5 acres rather than the proposed 1 dwelling unit per 10 acres.

RESOLUTION NO. RS-2025-

Adoption of the 2040 Comprehensive Plan for Washington County, Maryland

RECITALS

In accordance with Section 3-101 of the Annotated Code of Maryland (Code) Land Use Article, a local jurisdiction is empowered and required to enact, adopt, amend and execute a Comprehensive Plan (Plan).

The Washington County Planning Commission (Planning Commission) embarked on an extensive public outreach program in 2019 to seek information and feedback on land use issues within the County in order to update the County Plan. The outreach efforts included focus groups, stakeholder meetings, workshops and public meetings. Insights and comments made as part of these outreach efforts were reviewed, deliberated, and, where appropriate, included in a draft Plan.

In accordance with the Section 3-203(c) of the Land Use Article of the Code, copies of the draft Plan were provided to all adjoining planning jurisdictions and all State and local jurisdictions that have responsibility for financing or constructing public improvements necessary to implement the Plan.

After due notice was published, the Planning Commission held a public hearing on January 13, 2025 to receive public comment on the draft Comprehensive Plan.

Upon consideration of input from the public and governmental agencies, the Planning Commission unanimously voted to recommend the draft Plan to the Board of County Commissioners (Board) for adoption on March 3, 2025.

After due notice was published, the Board held a public hearing on June 13, 2025 on the draft Comprehensive Plan recommended by the Planning Commission, for the purpose of taking public testimony on the document. The Board has considered all information presented at the public hearing and the recommendation of the Planning Commission.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Washington County, Maryland do hereby adopt the 2040 Comprehensive Plan for Washington County thereby replacing the 2002 Comprehensive Plan.

Adopted this 15th day of July, 2025 Effective the first day of August, 2025

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND BY:

Dawn L. Marcus, County Clerk

John F. Barr, President

Approved as to form and legal sufficiency:

Zachary J. Kieffer, County Attorney



$Board\ of\ County\ Commissioners\ of\ Washington\ County,\ Maryland$

Agenda Report Form

SUBJECT: Amendments to the Adequate Public Facilities Ordinance (APFO) and the Building Excise Tax Ordinance (BETO) continued from June 3, 2025

PRESENTATION DATE: August 26, 2025

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

RECOMMENDATION: Motion to approve, deny, or approve with changes the proposed amendments.

REPORT-IN-BRIEF: A public hearing was held for these proposed amendments on May 6, 2025. There was a subsequent meeting held on June 3, 2025 to discuss the comments and testimony provided at the public hearing. The proposed amendments for these ordinances are being contemplated due to a lack of consistency, efficiency and coordination between local jurisdictions specifically regarding school mitigation efforts. The focus on school mitigation is due to significant capital costs associated with maintenance and repair of existing schools and construction of new schools that historically have been funded predominately by the Board of County Commissioners.

Because the two ordinances are currently linked together regarding school mitigation, it becomes confusing as to what fees are due because of APFO requirements and what are due because of BETO requirements. These amendments seek to break that link between the two documents and let them stand on their own in adherence to their individual purpose.

DISCUSSION: The purpose of the APFO is to ensure that public facilities and services needed to support new development shall be available <u>concurrently</u> with the impacts of such development. The intent being that development may proceed at a reasonable rate while providing time for the County to budget and plan for the capital costs that will be associated with the impacts of development. APFO's can only be adopted and enforced by the elected body of individual jurisdictions. For example, the County adopted APFO does not apply to lands within incorporated municipalities.

The BETO was adopted in 2015 as a mechanism to generate revenue from new building construction throughout the County to help offset impacts on local infrastructure. The BETO applies to all lands in the County including within municipalities.

FISCAL IMPACT: Increasing the excise tax while repealing APFO AMC should result in similar, but possibly higher, revenues for impacts of development on local infrastructure.

CONCURRENCES: n/a

ALTERNATIVES: Leave Ordinances as they are or discuss some other modifications not

presented by Staff.

ATTACHMENTS: Amended APFO in track changes

Amended BETO in track changes.

ADEQUATE PUBLIC FACILITIES ORDINANCE

Adopted this 16th day of October, 1990.

This Ordinance is effective as of December 1, 1990.

Revision 1 - August 13, 1991

Revision 2 - August 31, 1993

Revision 3 - August 29, 1995

Revision 4 - November 26, 2002

Revision 5 – December 16, 2003 (Effective January 1, 2004)

Revision 6 – May 25, 2004

Revision 7 – November 1, 2005

Revision 8 – June 18, 2013

Revision 9 – October 22, 2013

<u>Revision 10 - 2025</u>

ADEQUATE PUBLIC FACILITIES ORDINANCE

ARTICLE I - PURPOSE

1.1 SHORT TITLE

This Ordinance shall be known and may be cited as the Adequate Public Facilities Ordinance of Washington County, Maryland.

1.2 PURPOSE

It is the purpose of the Board of County Commissioners of Washington County that public facilities and services needed to support new development shall be available concurrently with the impacts of such new developments. In meeting this purpose, public facility and service availability shall be deemed sufficient if the public facilities and services for new development are phased, or the new development is phased, so that the public facilities and those related services which are deemed necessary by the local government to operate the facilities necessitated by that new development, are available concurrently with the impacts of the new development.

ARTICLE II - DEFINITIONS

2.1 GENERAL

(a) For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. Words in the present tense include the future, the singular number includes the plural, and the plural includes the singular. The word "shall" is mandatory and the word "may" is permissive. The words "used for" shall include "arranged for," "designed for," "intended for", "maintained for," "constructed for", or "occupied for". The word "individual" shall mean natural person, joint venture, joint stock company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, association, club, company, corporation, limited liability company, real estate investment trust, business trust or similar legal entity or the manager, lessee, agent, servant, officer or employee of any of them. The word "land" shall include water surface and land under water. The term "Ordinance" shall refer to this Ordinance and all subsequent additions or amendments thereto.

(b) A Developer shall not avoid the intent of this Ordinance by submitting piecemeal applications for preliminary plats or site plans. However, a Developer may seek approval of only a portion of the subdivision or development, provided that the impact from all previously approved preliminaries or site plans from that development shall be considered during the adequate public facilities review of each subsequent portion of the development.

2.2 ADEQUATE PUBLIC FACILITIES

For the purpose of this Ordinance, the term "Adequate Public Facilities" shall be defined as those facilities relating to roads, sewerage disposal systems, schools, water supply and distribution systems, and interim fire protection systems meeting established minimum standards.

2.3 **DEFINITIONS**

2.3.01 Affordable (aka Workforce) Housing

In accordance with the Housing and Community Development Article of the Maryland Annotated Code §4-1801, affordable housing means residential dwelling units where housing costs (rent or mortgage payments) do not exceed 30% of a household's income and being affordable to households earning 60% or less of the area median income.

2.3.1 Agricultural Purposes

A parcel of land that has been determined by the Maryland Department of Assessments and Taxation as having an "Agricultural Use Assessment" or a parcel of land that is primarily involved in a bona fide and continuing agricultural activity, such as, the raising of farm products for use or sale, including animal or poultry husbandry, and the growing of crops such as grain, vegetables, fruit, grass for pasture or sod, trees, shrubs, flowers and similar products of the soil.

2.3.1.1 Background Enrollment Growth

The average annual impact of equated student enrollment changes during the preceding three (3) years in the school attendance areas serving the proposed development as determined in Section 5.4 with appropriate adjustments made in the

determination by the Board of Education to eliminate student enrollment changes caused solely by school redistricting.

2.3.2 Board of County Commissioners (Board)

The legislative body of Washington County, Maryland.

2.3.3 Board of Education (BOE)

The elected Board of Education of Washington County.

2.3.4 Comprehensive Plan

The Comprehensive Plan of the County.

2.3.5 County

Washington County, Maryland.

2.3.6 County Engineer

The duly designated Chief Engineer of Washington County, Maryland.

2.3.7 County Health Department

The Washington County Health Department.

2.3.8 Developer

Any individual commencing proceedings under this Ordinance to <u>effectaffect</u> a subdivision or development of land for himself or for another.

2.3.9 Extraordinary Hardship

Extraordinary hardship is a condition that exists when strict compliance with this Ordinance would result in an unusually and extraordinarily severe financial economic impact on the owner or Developer.

2.3.10 Immediate Family Member

Immediate family member shall mean father, mother, step-father, step-mother, son, daughter, brother, sister, stepson, stepdaughter, grandchild.

2.3.11 Improvements

Improvements shall mean storm sewers, sanitary sewers, water supply lines, roads, curbs, gutters, gas lines, electricity lines, water lines, septic tanks, wells, walks, and other accessory works and appurtenances, dwellings, farm buildings, and other principal or accessory structures.

2.3.12 Lot

A parcel of real property marked by the Developer as a numbered, lettered or otherwise identified tract to be utilized as a unit of land intended for building development or a lot or parcel described by metes and bounds, the description of which has been recorded among the land records of Washington County.

2.3.12.1 Minor subdivision

A minor subdivision is the division of a lot, tract or parcel into seven (7) or fewer lots for the immediate or future transfer of property ownership.

2.3.13 New Development

New development consists of new subdivisions and site plans for new construction received for approval by the Washington County Planning Commission after the effective date of this Ordinance as set forth in Article XII. New development also consists of construction activity requiring a building and/or zoning permit but does not consist of construction activity for agricultural purposes provided that, after said development, the parcel does not lose the "Agricultural Use Assessment" classification as determined by the Department of Assessments and Taxation.¹⁰

2.3.14 Original Tract of Land.

A parcel of real estate unsubdivided as of the date of adoption of this Ordinance.

2.3.15 Planning Commission (Commission).

The Washington County Planning Commission.

2.3.16 Plat

A map, plan, chart or drawing indicating the subdivision or resubdivision of land filed or intended to be filed for the record.

2.3.16.1 Remaining Lands

The residual portion or tract of land which remains after lots or parcels have been subdivided from the original tract of land.¹¹

2.3.17 Residential Development

The term "residential development" as used in this Ordinance means any lot, building or portion thereof used exclusively for dwelling units, including concomitant uses, and other uses of a residential nature for the individuals residing in said dwelling units.

2.3.18 Right-of-Way

A land area designated, dedicated, or reserved for use as a highway, street, alley, interior walk, or for a drainage channel, or other public use.

¹⁰ Section 2.3.13 amended 8/31/93

¹¹ Section 2.3.16.1 added 8/31/93

2.3.19 Road

A public right-of-way, intended for vehicular traffic, including freeways, expressways, arterials, parkways, thoroughfares, collector streets, local streets, culde-sacs, marginal access streets, avenues, boulevards, lanes and other public ways, and as now or hereafter or otherwise designated.

2.3.20 Simplified Plat

The term "simplified plat" as used in this Ordinance is a map, plan, chart or drawing indicating the proposed subdivision or resubdivision of land filed or intended to be filed with the Planning Commission and where the intent of the subdivider is neither to develop the land nor to divide land containing existing development.

2.3.21 Site Plan

A drawing that shows all of the existing conditions of a specified area (the site) and all of the improvements and changes proposed to be made on the site. A site plan is the drawing required by the Zoning Ordinance for all new development and certain additions and must contain all applicable information as specified in the Zoning Ordinance.

2.3.21.1 State Rated Capacity

As used in this Ordinance, State Rated Capacity shall refer to the capacity of each school as determined by the state of Maryland. Portable classrooms shall not be used in computing the school capacity for the purposes of this Ordinance.

2.3.22 Subdivision Ordinance

The Washington County, Maryland Subdivision Ordinance, and all subsequent additions or amendments thereto.

2.3.23 Zoning Ordinance

The Zoning Ordinance of Washington County, Maryland, and all subsequent additions or amendments thereto.



ARTICLE V - SCHOOLS

5.1 ADEQUACY

All <u>residential</u> development shall be served by public schools that:

- (a) Are currently adequate; or
- (b) Have construction of additional capacity funded and scheduled for completion within the same school attendance area in the current or the next year of the approved Washington County Capital Improvement Program (CIP) following final plat or site plan approval. Adequate is defined in Section 5.4.1(a) or (b) below. The additional capacity funded and scheduled shall be exclusive of any capacity created pursuant to a developer-funded mitigation program; or
- (c) Have been identified by the Board of Education (BOE) as part of an approved redistricting plan scheduled to occur in the same school year or the school year following final plat or site plan approval that will render the public schools adequate.

5.1.1 CAPACITY CREATED BY MITIGATION PROGRAM

Construction of capacity that is funded and to be created by a mitigation program may not be used in a determination of adequacy for any Developer other than the Developers who are parties to the mitigation program.

5.2 EXEMPTIONS

Article V of this Ordinance does not apply to:

(a) New development to be developed exclusively for non-residential uses;

³³ Article V repealed and reenacted 12/16/03

³⁴ Article V amended 11/1/05.

³⁵ Article V amended 10/22/13 (APF-13-002)

- (b) New development to be developed and managed according to the applicable regulations and guidelines of the Federal Fair Housing Act and the Housing for Older Persons Act;
- (c) Public or private elementary and secondary schools, and public safety facilities; or
 - (c) Minor Subdivisions.38

5.3 DATA ON WHICH ADEQUACY SHALL BE DETERMINED.

The BOE shall provide actual enrollment data to the Board of County Commissioners for the last school day of September, December, March and June and the State Rated Capacity for each elementary and secondary school.

5.4 DETERMINATION OF ADEQUACY

- 5.4.1 The Planning Commission shall determine whether public school facilities are adequate for the proposed new development upon recommendation by the Planning Department after evaluating enrollment information provided by the BOE. The Planning Commission shall determine that a school is adequate if the school has the capacity as follows:
- (a) Elementary schools are adequate if the school has available capacity to accommodate student enrollment, including approved new development without exceeding 90% of the State Rated Capacity (SRC).
- (b)(a) Elementary, Mmiddle schools and high schools are adequate if the school has available capacity to accommodate student enrollment, including approved new development without exceeding the State Rated Capacity (SRC).
- (c)(b) Available capacity for individual schools shall be determined in accordance with Section 5.5, below.

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³⁸ See Section 2.3.12.1 Minor Subdivision. A minor subdivision is the division of a lot, tract or parcel into seven (7) or fewer lots for the immediate or future transfer of property ownership.

(d)(c) Final approval will not be granted for developments in the review process until schools obtain adequate status through the determination made according to the procedures described in Sections 5.5 and 5.85.6 below.

5.5 MEASURING FOR AVAILABLE CAPACITY

- (a) Adequacy of every elementary, middle and high school serving the proposed development shall be tentatively measured at the time of preliminary consultation and preliminary plat review, and shall be finally measured and determined as of the date of final plat or site plan submission, or the first date upon which all necessary documentation and materials have been submitted, whichever occurs last, based upon data as published by the BOE.
- (b) If approval has not been received from the Planning Commission within twelve (12) months of the date of plan submission, the most recent quarterly school enrollment data must be utilized by the Commission for APFO review unless a delay occurs not attributable to the applicant.
- (c) For determining adequacy, enrollment shall mean the total of the BOE official enrollment figures, background enrollment, pupils generated from the proposed development, and pupils generated from other previously—approved developments, including developments in municipalities.
- (d) On a biennial schedule, student yield from approved development may be subtracted from the equation to determine adequacy in an amount equal to the number yielded by the dwelling units constructed.
- (e) Pupil generation rates shall be determined by the Board of County Commissioners with advice from and consultation with the BOE and shall reflect the characteristics of the school attendance area within which the proposed development is located.

5.6 OPTIONS FOR MITIGATION OF INADEQUATE SCHOOL CAPACITY

(a) __If a school is not adequate as defined in Section 5.4.1 but does not exceed 120% of State Rated Capacity,: a developer may choose to make an Alternate Mitigation Contribution (AMC) as defined and described in Section 5.8. A developer may not choose to make an Alternate Mitigation Contribution (AMC) if the existing enrollment in any school affected by the new development exceeds 120%.

i. The Developer and/or Home Builder shall be subject to an annual permit limitation of not more than 25 dwelling unit permits per calendar year. Permits for multi-family apartment and condo units shall be limited to a permit for one structure to contain up to 35 dwelling units per calendar year. Notes shall be placed on record plats referring to the restrictions delineated in this section.

Permit allocations are assigned based on the master plan development not by phases or other subsets. Permit allocations may not be transferred to other developments. Permit applications that cannot be permitted due to the annual limitation shall be deferred to the subsequent year, subject to the same review and mitigation requirements. Unused allocations of permits may not be carried over into a new calendar year.

Emergency or Public Benefit Projects: Development proposals that directly address public health, safety or welfare as delineated in Section 9.3A, may be exempt from the permit limitation or permitted outside of the annual cap as determined and approved by the Board.

ii. If a school is not adequate as defined in section 5.4.1 and an adjoining school district at the same level is at least twenty (20%) percent below State Rated Capacity, then the Developer may request the BOE to determine the viability of redistricting to accommodate the new development. If the BOE determines that redistricting is a viable alternative, and the BOE approves a specific redistricting plan that would result in all the schools serving the proposed development meeting the standards established in Section 5.4.1, then the school shall be considered adequate.

(a)

- (b) If a school is not adequate as defined in section 5.4.1 and an adjoining school district at the same level is at least twenty (20) percent below State Rated Capacity, then the applicant may request the BOE to determine the viability of redistricting to accommodate the new development. If the BOE determines that redistricting is a viable alternative, and the BOE approves a specific redistricting plan that would result in all the schools serving the proposed development meeting the standards established in Section 5.4.1, then the school shall be considered adequate.
- (b) If a school is not adequate as defined in Section 5.4.1 and the development proposal exceeds 120% of the SRC, the Developer shall be required to mitigate the impact of the proposed development by providing one or more of the following mitigation measures to

receive final plat approval. The Board of County Commissioners, at their sole discretion, may approve a mitigation proposal under this section. Failure to obtain an approved mitigation plan within two (2) years from the date of final plan submittal shall result in denial of the final plat and/or site plan.

i. Facility Improvements. A Developer may propose construction of capital facility improvements to the inadequate school(s) affected by the development when it has been determined that said contribution(s) will provide impactful relief of overcapacity issues in a school within a five-year period starting from the date of final plat approval. Temporary or portable classrooms shall not be included as part of any mitigation plan under this subsection. If approved as a mitigation plan, the Developer will be required to sign a Memorandum of Agreement with the County affirming their responsibility and commitment to complete the construction project. The Board may, at their sole discretion, require a bond to be posted to ensure that the project will be completed.

Any Developer proposal to create improvements to meet adequacy shall be submitted to the Department of Planning and Zoning to review with the BOE for guidance and recommendations on the proposed improvements. Plans shall be reviewed for consistency with any BOE adopted mitigation policy then in effect and the most current Education Facilities Master Plan. Mitigation plans along with staff recommendations will be forwarded to the Board for discussion and deliberation by the Department of Planning and Zoning.

- ii. Redistricting. If a school is not adequate as defined in section 5.4.1 and an adjoining school district at the same level is at least twenty (20%) percent below State Rated Capacity, then the Developer may request the BOE to determine the viability of redistricting to accommodate the new development. If the BOE determines that redistricting is a viable alternative, and the BOE approves a specific redistricting plan that would result in all the schools serving the proposed development meeting the standards established in Section 5.4.1, then the school shall be considered adequate.
- iii. Financial contributions. Monetary contributions to a public facility improvement fund earmarked for public school construction may be proposed when it has been determined that said contribution(s) will provide impactful relief of overcapacity issues in a school within a five-year period starting from the

date of final plat approval. Use of this mitigation option will require the Developer to provide a detailed analysis of the monetary contribution being proposed. The analysis shall include:

- 1. A monetary figure based on the proposed cost per dwelling unit.
- 2. A narrative explaining the rationale and/or formulas that resulted in the cost per dwelling unit.
- 3. A narrative explaining how the monetary contribution will provide impactful relief in the affected school district(s) within five years of final plat approval.

<u>Financial contributions must be paid prior to final plat approval. Any sums paid as part of the mitigation plan are not refundable.</u>

- iv. Other mitigation strategies. The Developer may propose an alternative method of mitigation that must provide impactful relief for overcapacity issues in a school within a five-year period starting from the date of final plat approval. Use of this mitigation option must be accompanied by a detailed narrative and/or financial analysis that support their desire to use an alternative mitigation plan.
- (c) If a school is not adequate as defined in Section 5.4.1 and the developer has not chosen the AMC described in Section 5.6 (a) or the BOE has not approved a specific redistricting plan that would result in the school meeting the standards established in Section 5.4.1, then the final subdivision or site plan approval shall be denied, except as provided for in Section 9.3A of this Ordinance.
- (d) Any Developer proposal to create improvements to meet adequacy shall be submitted to the Board of Education for recommendations and reviewed under any BOE adopted mitigation policy then in effect and be subject to the standards and review processes of the Interagency Committee on School Construction (IAC) of the Maryland Board of Public Works.

- (e) Background enrollment growth⁴⁰ will be extrapolated over the number of years for which approval is requested. Included in the calculations shall be any additional approved but unplatted major preliminary plan developments in the affected area which might impact the historical growth trend to make it inaccurate or obsolete.
- (f) The Planning Commission may require phasing or an annual maximum buildout rate to plan for future adequacy.

5.7 RESIDENTIAL BUILDING PERMIT APPROVAL

- 5.7.1 The Board of County Commissioners shall have the authority to limit the number of building permits in any school attendance area. The decision to limit building permits shall be based on the recommendation of the Planning Commission upon receipt of a recommendation from the BOE taking into consideration of the adequacy of the school attendance area and enrollment capacity in immediately adjacent school attendance areas.
- 5.7.2 The Board of County Commissioners shall have the authority to cap the number of residential building lots approved for development on an annual basis.

5.8 ALTERNATE MITIGATION CONTRIBUTION (AMC)

- (a) When any school affected by the new development exceeds adequate capacity as defined in Section 5.4.1 but does not exceed 120% of its State Rated Capacity, a developer may choose to make an Alternate Mitigation Contribution as described and calculated below.
- (b) The formula to calculate the Alternate Mitigation Contribution (AMC) is (A/B×C)×D×E=AMC, where "A" is the average cost of a school seat; "B" is the expected lifespan of a school or seat; "C" is the average pupil generation rate attributable to the type of dwelling units proposed as set by resolution and referenced in Section 5.5(e); "D" is the years a student spends in the school system (e.g., 13 years); and "E" is the number of dwelling units, per type (i.e., single family, apartment, and/or town home), proposed in the new development.

⁴⁰ Defined in §2.3.1.1 as follows:

The average annual impact of equated student enrollment changes during the preceding three (3) years in the school attendance areas serving the proposed development as determined in Section 5.4 with appropriate adjustments made in the determination by the Board of Education to eliminate student enrollment changes caused solely by school redistricting.

- (c) The formula in Section 5.8(b) above shall be applied for each type of dwelling unit comprising the new development. The sum of all calculations for each type of dwelling unit will be the total AMC due for the proposed development.
- (d) When the Alternate Mitigation Contribution is required in order to achieve final plat or site plan approval, the County will notify the applicant of the amount due at the time that it is determined the final plat or site plan is complete and ready for an unconditional approval. The AMC shall be paid in full to the County prior to affixation of the signature evidencing the Planning Commission's approval of the site plan or final subdivision plat.
- (e) The actual factor values to be used in the formula specified in Section 5.8(b) above shall be established by resolution of the Board. The factor values shall be reviewed by the Board at its discretion, but at least by the end of every second year of each term of office.

(f) Any sums paid as an AMC are not refundable.

ARTICLE IX - EXCEPTIONS, AGENCY PARTICIPATION

- 9.3 A In its sole discretion, the Board of County Commissioners or its designee may approve a mitigation program that allows a development to proceed in a school district otherwise designated as inadequate for development under the following conditions:
- (a) The Board of County Commissioners determines that approving this development benefits the community by:
- (i) encouraging certain types of development that offer advantages to the community, including but not limited to the following:
 - (1) development in designated revitalization areas;
 - (2) renovation of abandoned or under-utilized structures;
 - (3) affordable or workforce housing as defined in 2.3.01 or community revitalization projects; or
 - (4) developments with preliminary plat approval prior to July 1, 2005.

BUILDING EXCISE TAX ORDINANCE FOR WASHINGTON COUNTY, MARYLAND

Adopted June 17, 2003 Effective July 1, 2003

Revision 1 (Amended)-Adopted June 22, 2004 Effective as of July 1, 2004.

Revision 2 - Adopted and effective October 12, 2004

Revision 3 - adopted July 12, 2005 Effective as of July 12, 2005.

Revision 4 - adopted May 2, 2006. Effective as of May 2, 2006, except as otherwise provided herein.

Revision 5 - Repealed and reenacted, with amendments, on June 17, 2008 Effective July 1, 2008

Revision 6 - Repealed and reenacted, with amendments, on June 23, 2009 Effective June 26, 2009

Revision 7 (Amended)-Adopted March 1, 2011 Effective March 1, 2011

Revision 8 (Amended) - Adopted September 13, 2011 Effective September 13, 2011

Revision 9 (Amended) - Adopted August 28, 2012 Effective August 28, 2012

Revision 10 (Amended) - Adopted March 26, 2013 Effective March 26, 2013

Revision 11 (Amended) - Adopted August 4, 2015 Effective August 4, 2015

Revision 12 (Amended)-Adopted September 10, 2019 Effective September 10, 2019

Revision 13 (Amended) - Adopted June 28, 2022 Effective June 28, 2022

> Revision 14 (Amended) – Adopted Effective

1. Establishment of tax.

1.01 In accordance with Section 2-701 of the Code of the Public Local Laws of Washington County, as amended from time to time, there is a building excise tax on all building construction in Washington County.

2. Definitions.

- 2.01 The words and phrases used in this Ordinance shall have their usual meaning, unless otherwise defined in this section.
- 2.02 Addition construction means construction that requires a building permit and that increases the gross square footage of an existing nonresidential nonretail structure or nonresidential retail structure, or the habitable gross square footage of an existing residential structure.
- 2.03 Applicant means the individual, partnership, corporation, limited liability company, or other legal entity whose signature or name appears on the building permit application.
- 2.04 *Basement* means that portion of a building that is partly or completely below grade and has a ceiling height of at least seven feet.
- 2.05 Board or Board of County Commissioners or County Commissioners means the Board of County Commissioners for Washington County, Maryland.
- 2.06 *Building* means any permanent structure used or intended for supporting or sheltering any use or occupancy. *Building* does not include an accessory structure or a temporary structure, as defined in the Washington County building code.
- 2.07 Common area means the interior or exterior circulation paths, rooms, spaces or elements that are not for public use and are made available for the shared use of two or more people in a multifamily residential structure, including lobbies and laundry facilities.
- 2.08 *Construction* means construction or alteration of a building or part of a building that requires a building permit.
- 2.09 *Director of Finance* means the Director of Budget and Finance for Washington County or the Director's designee.

- 2.10 Director of <u>Plan Review and Permitting Permits and Inspections</u> means the Director of the Division of <u>Plan Review and Permitting Permits and Inspections</u> for Washington County or the Director's designee.
- 2.11 Farm construction means construction intended to be actively used for farm use but does not include residential construction thereon.
- 2.12 Farm or agricultural use means the raising of farm products for use or sale, including animal or poultry husbandry, animal husbandry facilities, aquaculture, and the growing of crops such as grain, vegetables, fruit, grass for pasture or sod, trees, shrubs, flowers, and similar products of the soil.
- 2.13 Gross square footage means the entire interior area of a structure, finished or unfinished.
- 2.14 Habitable gross square footage means the entire interior area of living space in a residential structure, finished or unfinished, including but not limited to bathrooms, toilet rooms, closets, halls, basements, and storage or utility spaces, but not including porches, garages, unfinished attics, and crawl spaces. Habitable gross square footage does not include the common areas of multifamily residential structures having three or more dwelling units.
- 2.15 *Mixed-use structure* means a structure or part of a structure, but not a separated occupancy, having any combination of residential use, nonresidential nonretail use, or nonresidential retail use.
- 2.16 *Nonresidential* means the use of a structure for purposes other than living or permanent habitation.
- 2.17 *Nonresidential nonretail* means the use of a structure for assembly, business, factory, storage, utility, education, institutional, transient accommodations or habitation, or hazardous uses.
- 2.18 Nonresidential retail means the use of a structure open to the public for the display and sale of merchandise, and involves stocks of goods, wares, or merchandise incidental to such purposes, including but not limited to restaurants, stores, members-only discount stores, and other commercial sales enterprises not solely engaged in the wholesale distribution of merchandise.
- 2.19 Principal use means the foremost purpose for the use, its raison d'etre. A principal use may be accompanied by one or more accessory uses that are incidental to or supportive of the principal use. The ratio of the gross square footage of the structure

devoted to any principal and accessory uses is not a factor in determining the principal use of the structure.

- 2.20 Redevelopment area means the "Hagerstown Redevelopment Area," consisting of all that land zoned Downtown Mixed-Use District or within a Hagerstown Conversion District overlay zone as set forth in the Hagerstown Zoning Ordinance as of June 26, 2009, and those areas in other municipal corporations as may be designated by the Board of County Commissioners by resolution upon request.
- 2.21 Residential means the use of a structure for living or permanent habitation, or a structure having one (1) or more dwelling units, including but not limited to boarding houses, but not including institutional uses or transient accommodations such as hotels, country inns, bed and breakfast inns, and the like, which shall be considered nonresidential nonretail uses.
- 2.22 Separated occupancy means a discrete part of a structure having a principal use that is distinct from other uses in the same structure, including but not limited to a store in a mall or an office in a multi-unit office building.
 - 2.23 Structure means a building or part of a building.

3. Residential Construction.

- 3.01 Base building excise tax. The base amount of the building excise tax for residential construction is \$\frac{12.00}{2}\$ per square foot of habitable gross square footage.
- <u>3.02</u> Addition construction. The amount of the building excise tax for residential addition construction is one-half of the amount per square foot set forth in §3.01.
- 3.023.03 Credits from previous Adequate Public Facilities Ordinance (APFO) regulations. Residential units that have paid an Alternate Mitigation Contribution (AMC) in accordance with preceding APFO requirements to gain final plat approvals shall receive credit for the first \$1.00 per square foot of building excise tax. The Department of Planning and Zoning shall provide a report to the Department of Permits and Inspections delineating units that may receive this credit.
- 3.033.04 Calculation of amount. The amount of building excise tax to be paid by an applicant shall be determined by the Director of Plan Review and PermittingPermits and Inspections.

4. Nonresidential Construction

- 4.01 *Nonresidential nonretail construction*. The building excise tax for nonresidential nonretail construction is \$1–1.50 per square foot of the gross square footage.
- 4.02 *Nonresidential retail construction*. The building excise tax for nonresidential retail construction is \$1-1.50 per square foot of the first 15,000 square feet of gross square footage and \$3 per square foot of any gross square footage over 15,000 square feet.
- 4.03 Addition construction. The amount of the tax due under this section shall be determined according to the increase in the gross square footage of the structure at the same rate per square foot set forth in §§4.01 and 4.02, as the circumstance may require.
- 4.04 *Mixed-use structures*. The building excise tax for mixed-use construction is the tax imposed under this Ordinance for the principal use of the structure as determined by the Director of Plan Review and PermittingPermits and Inspections.
- 4.05 Separated occupancies. The building excise tax for separated occupancy construction is the tax imposed under this Ordinance for the principal use of the separated occupancy.

5. Payment of tax.

- 5.01 Building excise tax paid before issuance of building permit. An applicant for a building permit shall pay the building excise tax before the building permit for the respective structure is issued.
- 5.02 Refunds. The Director of Finance shall refund to the applicant the building excise tax paid if the building permit is cancelled or expires so long as work has not commenced. If, upon appeal by an applicant pursuant to §10.03 who has paid the building excise tax, the County Administrator determines that the Director of Plan Review and PermittingPermits and Inspections has erred in calculating the building excise tax, the Director of Finance shall refund to the applicant the difference between the amount of building excise tax paid by the applicant and the correct amount as determined by the County Administrator.

6. Exemptions.

6.01 Farm construction. Farm construction is not subject to the building excise tax so long as the construction continues to be actively used for farm use. Should the

construction be used for some purpose other than active farm use, then the building excise tax shall be remitted to the Director of Finance at the then existing amount of the building excise tax.

- 6.02 Government construction. No building excise tax shall be imposed on construction by the Board of County Commissioners, any municipality, the Washington County Board of Education, Hagerstown Community College, the State of Maryland, or the federal government.
- 6.03 Replacement construction.* No building excise tax shall be imposed on construction that replaces an existing structure as long as there is no:
 - (a) Increase in the habitable gross square footage of a residential structure;
 - (b) Change in the use of a structure from a nonresidential nonretail use to a nonresidential retail use; or
 - (c) Increase in the gross square footage of a nonresidential structure.
- 6.04 Residential accessory structures. No building excise tax shall be imposed on residential accessory structures that are not habitable.
- 6.05 Schools. No building excise tax shall be imposed on construction of public or private elementary or secondary schools or higher education institutions issued a certificate of approval by the Maryland Higher Education Commission pursuant to Md. Code Ann., Educ. §11-202.
- 6.06 Redevelopment area. No building excise tax shall be imposed on construction in a redevelopment area as defined in §2.20 of this Ordinance.
- 6.07 *Enterprise zones*. No building excise tax shall be imposed upon non-residential construction within enterprise zones in the County.
- 6.08 *Religious corporations*. No building excise tax shall be imposed upon structures:
 - (a) Owned by corporations organized and operated exclusively for religious purposes within the meaning of 26 U.S.C. 501, and
 - (b) Used primarily for religious purposes.

^{• *} The building excise tax on any increase in habitable gross square footage or gross square footage created by the construction shall be computed in accordance with §§ 3, 4, and 7 of this Ordinance.

- 6.09 *Fire, Rescue, or Ambulance Companies.* No building excise tax shall be imposed upon structures:
 - (a) Owned by corporations authorized to provide fire protection or firefighting service, rescue, or ambulance service as described in Section 10-401 of the Code of Public Local Laws for Washington County, Maryland; and used primarily for the delivery of fire, rescue, or ambulance service.
- 6.10 Residential construction occurring within the Hancock and Cascade Elementary School attendance districts shall be exempt from excise tax for a period of ten (10) years from the effective date of this amendment (Revision 14). This exemption also applies to construction of residential additions outlined in 3.03.

7. Change in use.

- 7.01 *General*. Upon receipt of a building permit application for a change in use that requires a zoning certification, the building excise tax shall be imposed based on the use applied for in the building permit application, subject to any credit allowed by §7.07.
- 7.02 Conversion from nonresidential to residential. When an existing structure is subject to construction pursuant to a building permit that converts its use from a non-residential use to residential use, the building excise tax is 70% of the amount set forth in § 3.01 on all existing gross square footage. Any addition construction will be taxed at the amount set forth in §3.02. Conversion construction under this §7.02 is not entitled to the credit set forth in §7.05.
- 7.03 Conversion from residential to non-residential nonretail. When an existing structure is subject to construction pursuant to a building permit that converts its use from residential use to nonresidential nonretail use, the building excise tax is as set forth in §4.01 on all existing habitable gross square footage. Any addition construction will be taxed at the amount set forth in §4.03.
- 7.04 Conversion from residential to non-residential retail. When an existing structure is subject to construction pursuant to a building permit that converts its use from residential use to nonresidential retail use, the building excise tax is as set forth in §4.02 on all existing gross square footage. Any addition construction will be taxed at the amount set forth in §4.03.
 - 7.05 *Credit*. A credit shall be granted for any building excise tax due under this

§7 for any excise tax previously paid upon prior construction of the structure since July 12, 2005. No refund shall be granted if the credit for any building excise tax previously paid exceeds the building excise tax imposed under this §7.

8. Special excise tax fund.

- 8.01 Establishment of fund. The Director of Finance shall establish a special non-lapsing fund to be known as the special excise tax fund. All revenues from the building excise tax shall be deposited in the special excise tax fund. Interest earned by money in the special excise tax fund shall accrue to the special excise tax fund.
- 8.02 Use of special excise tax fund non-residential construction. Revenues deposited in the special fund that are generated by the building excise tax imposed on nonresidential construction may only be used for:
 - (a) Primary, secondary, or higher education capital expenditures;
 - (b) Public safety capital expenditures;
 - (c) Public infrastructure projects; and
 - (d) Debt reduction related to capital improvements expenditures.
- 8.03 Use of special excise tax fund residential construction. The revenues from the building excise tax imposed on residential construction may only be used as follows:
 - (a) 70% for schools;
 - (b) 2325% for roads;
 - (c) 2% for public libraries; and
 - (d)(c) 5% for general county government capital improvement expenditures except roads.parks and recreational facilities, public safety, water and sewer infrastructure, and agricultural land preservation.
- 8.04 The revenues from the building excise tax imposed on residential construction used for public libraries, water and sewer infrastructure, and parks and recreationgeneral county government improvement expenditures may only be used for the capital costs of public works, improvements, and facilities.
 - 8.05 The revenues from the building excise tax imposed on residential

construction used for schools may only be used for the capital costs required to accommodate new construction or development in the County.

- 8.06 At the end of a fiscal year, any unspent or unencumbered balance in the special fund shall remain in the fund, available for use in future fiscal years for purposes specified in this subsection and does not revert to the general fund of Washington County.
- 8.07 Capital costs include the costs of land acquisition for public works, improvements, facilities, and schools.

9. Municipalities.

- 9.01 Building excise tax applicable. This building excise tax shall apply to all construction in Washington County, including construction within the boundaries of a municipal corporation.
 - 9.02 Collection of tax by a municipal corporation without an adequate public facilities ordinance. This § 9.02 applies to a municipal corporation within Washington County that has not adopted an adequate public facilities ordinance with school adequacy tests substantially similar to or more stringent than the adequate public facilities ordinance adopted by the County Commissioners.
 - (a) All municipal corporations located within Washington County described in § 9.02 of this paragraph shall assist the County Commissioners in the collection of the building excise tax within the municipal corporation by:
 - (i) Collecting the tax prior to the issuance of a building permit and remitting the tax monthly to the Director of Finance, but in no case more than 30 days after the end of the month during which it was collected, and shall deliver therewith a full and accurate accounting of the collections in a format specified by the County; or
 - (ii) Requiring the tax to be paid to the Director of Finance prior to the issuance of a building permit.
 - (b) The failure of a municipality to comply with the requirements of §9.02(a)(i) shall disqualify that municipality from retaining any funds for administrative costs provided for in_§9.0403 of this Ordinance for the period of non-compliance.

9.03 Collection of tax by a municipal corporation with an adequate public facilities ordinance. This § 9.03 applies to a municipal corporation within Washington County that has adopted an adequate public facilities ordinance with school adequacy tests substantially similar to or more stringent than the adequate public facilities ordinance adopted by the County Commissioners.

(a)(c) For residential construction, the municipal corporation:

- (i) Shall assist the County Commissioners in the collection of that portion of the building excise tax that is dedicated to schools and public librariesgeneral county government capital expenditures as provided under §8.03 of this Ordinance, by collecting and remitting that amount of the tax to the County Director of Finance; and
- (ii) May retain the remaining portion of the building excise tax.

(b)(d) For non-residential construction, the municipal corporation:

- (i) Shall assist the County Commissioners in the collection of 7275% of the building excise tax on non-residential construction as provided under § 8.02 of this Ordinance, by collecting and remitting that amount of the tax to the County Director of Finance; and
- (ii) May retain the remaining portion of the building excise tax.
- (e)(e) The municipal corporation is not required to retain any portion of the building excise tax as provided under §9.0302.
- (d)(f) Any portion of the building excise tax not retained by a municipal corporation under §§9.03(a)(ii) or 9.03(b)(ii)9.02(c).(ii) or 9.02(d)(ii) shall be remitted to the County Director of Finance monthly, but in no case more than 30 days after the end of the month during which it was collected, and shall deliver therewith a full and accurate accounting of the collections in a format specified by the County. The failure of a municipality to comply with the requirements of §9.03(d)9.02(f) shall disqualify that municipality from retaining any funds for administrative costs provided for in §9.04-03 of this Ordinance for the period of non-compliance.
- (e)(g) The director of finance of a municipal corporation retaining any revenue from the building excise tax under §§9.03(a)(ii) or 9.03(b)(ii)9.02(c)(ii) or 9.02(d)(ii) shall deposit the revenues into a non-

lapsing special fund.

(f)(h) The revenues from the municipal corporation's special fund indicated in §9.03(e)9.02(g) may only be used for the capital costs of public works, <u>capital</u> improvements, and facilities required to accommodate new construction for development of:

- (i) Roads;
- (ii) New construction or development of parks and recreational facilities;
- (iii) New construction or development of water and sewer infrastructure; and
- (iv) New construction or development of public safety facilities.

(g)(i) At the end of a fiscal year, any unspent or unencumbered balance in the municipal corporation's special fund shall remain in the fund, available for use in future fiscal years for purposes specified in $\S9.03(\pounds)9.02(h)$ of this section, and does not revert to the general fund of the municipal corporation.

9.049.03 Administrative fees for collection.

- (a) A municipal corporation that collects and remits the excise tax to the County Commissioners may deduct from the revenues collected a fee of two percent (2%) of the revenues remitted to the County Commissioners under this section, not including any portion retained pursuant to §9.0302, for administrative costs.
- (b) If the municipal corporation can demonstrate to the satisfaction of the Board of County Commissioners that the direct administrative costs of collecting the building excise tax exceed the two percent (2%) rate authorized in the §9.0403(a), the Board, in its sole discretion, after receiving the recommendation of the Director of Finance, may authorize the municipal corporation to withhold all or any portion of the direct administrative costs claimed for collecting the building excise tax remitted to the County Commissioners or may direct that the municipal corporation be reimbursed with the costs.

10. Appeals

- 10.01 Administrative appeals. An applicant aggrieved by a decision regarding the calculation of the amount of building excise tax, the granting or denial of an exemption, or otherwise interpreting or applying this building excise tax, may appeal the decision to the County Administrator within 30 days of the date of the written decision of the Director of Plan Review and PermittingPermits and Inspections, provided that either:
 - (a) Processing of the building permit is delayed pending the decision
 - (b) of the County Administrator; or
 - (c) The applicant pays the building excise tax prior to filing the appeal.
- 10.02 *Burden of proof.* The burden of proof shall be on the appellant to demonstrate that the decision of the Director of Plan Review and PermittingPermits and Inspections is erroneous.
- 10.03 *Procedures*. Appeals must be filed in writing with the County Administrator, with a copy of the appeal to the Office of the County Attorney, stating the grounds of the appeal. Appeals from any decision of the Director of Plan Review and PermittingPermits and Inspections under this Ordinance shall be *de nova*. The County Administrator shall hold such hearings as are necessary and may request additional information from the Appellant. The decision of the County Administrator shall be in writing and shall be rendered within a reasonable time.

10.04 Judicial review.

- (a) Any party aggrieved by a decision of the County Administrator may file for judicial review of the decision in accordance with Maryland Rules 7-201, et seq., provided that such appeal is filed within thirty (30) days of the date of the written decision of the County Administrator. This and all subsequent appeals shall be on the record of the decision of the County Administrator and may not be heard de nova.
- (b) The decision of the Circuit Court may be appealed to the Court of Special Appeals or, upon certiorari, to the Court of Appeals in accordance with the Maryland Rules.
- (c) The County Commissioners may file a responsive pleading and be a party to or file for judicial review in the Circuit Court or take an appeal to the

- (d) Court of Special Appeals or, upon certiorari, to the Court of Appeals, of any decision made under this Ordinance.
- 10.05 Reports to the Board of County Commissioners. __The County Administrator shall immediately report to the Board of County Commissioners on appeals from decisions of the Director of Plan Review and PermittingPermits and Inspections including the issues raised, the decision, the decision on any further appeal, and any changes made to County policies and procedures as a result of the appeal.

11. Enforcement.

- 11.01 *Misdemeanor*. It is unlawful for any person or entity to enlarge, alter or change any use of property or to erect, construct, enlarge, alter, repair, move, improve, make, put together, or convert any building in the County, or attempt to do so, or cause the same to be done, without first paying any building excise tax imposed by this Ordinance. Any person or entity who shall so violate this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be fined up to five hundred dollars (\$500.00) or imprisoned for up to thirty (30) days, or be both fined and imprisoned. Each day that the violation continues shall be deemed a separate offense.
- 11.02 Action to enforce. In the event the building excise tax is not paid as required, the Office of the County Attorney or its designee may institute an action to recover the building excise tax and enjoin the use of the property until the building excise tax is paid. The person who fails so to pay shall be responsible for the costs of such suit, including reasonable attorney's fees.
- 11.03 Lien and enforcement same as County real property taxes. If not paid as required by this Ordinance, the building excise tax shall automatically constitute a lien against the property being developed and shall be levied, collected, and enforced in the same manner as are County real property taxes, and shall have the same priority and bear the same interest and penalties as County real property taxes for lien purposes.

12. Annual reports.

- 12.01 Reports by the municipal corporations.
- (a) On or before September 30 of each year, each municipal corporation that retains revenues under §9.03 of this Ordinance shall report annually to the Board of County Commissioners:

- (i) The amount of revenues the municipal corporation received and the number of single-family and multifamily residential units that generated these revenues;
- (ii) The amount of revenues remitted to the Board of County Commissioners and the amount retained by the municipal corporation; and
- (iii) A detailed accounting of how the revenues that were retained by the municipal corporation were distributed among the acceptable uses specified in § 9.03(£) of this Ordinance and the specific projects for which the revenues were used.
- (b) The report prepared by each municipal corporation shall be based on the fiscal year ending on June 30 of the year the report is submitted.
- 12.02 Reports by the Director of Finance. The Director of Finance shall prepare and submit an annual report on or before November 30 of each year to the Board of County Commissioners that shall include the following information for the prior fiscal year:
 - (a) The total amount of building excise taxes collected;
 - (b) The amount of funds appropriated from the special excise tax fund;
 - (c) The amount of funds expended from the special excise tax fund;
 - (d) The amount of funds from County sources appropriated for each of the categories set forth in § 8 of this Ordinance; and
 - (e) The funds remaining in the special excise tax fund.
- 12.03 Reports by the Board of County Commissioners. On or before December 31 of each year, the Board of County Commissioners shall:
 - (a) Report to the members of the Washington County legislative delegation:
 - (i) The amount of revenues by school district that the Board of County Commissioners received from nonresidential building types, residential units, and the number and types of units that generated these revenues; and

- (ii) The manner in which the revenues were distributed among the acceptable uses specified in § 8 of this Ordinance and the specific projects for which the revenues were used.
- (b) Submit to members of the Washington County legislative delegation the report prepared by each municipal corporation under § 12.01 of this Ordinance.
- (c) The reports prepared by the Board of County Commissioners shall be based on the fiscal year ending on June 30 of the year the reports are submitted.

13. Agricultural land preservation

13.01 Each fiscal year, the Board of County Commissioners shall encumber at least \$1,000,000 of local funds for agricultural land preservation.



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Adequate Public Facilities Ordinance (APFO) mitigation proposal – Elmwood Farm Section 5D

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Jill Baker, Director, Department of Planning and Zoning, William C. Wantz, Esq., representing developers of Elmwood Farm Section 5D

RECOMMENDED MOTION: To approve/approve with conditions an APFO school mitigation plan for Section 5D of the Elmwood Farms subdivision.

REPORT-IN-BRIEF: On April 15, 2025, the developers of Elmwood Farm Section D came before the Board with an APFO school mitigation plan as required by the ordinance. The developer proposed that they would like to continue to use the current Alternate Mitigation Contribution (AMC) method to mitigate school impacts. The subdivision contains single family homes that would have an AMC contribution of \$3,345.30 per lot (\$63,560.70). The Board found the proposal insufficient and advised that the developer work with Staff to come up with a new plan. The developer is now submitting a mitigation plan to provide a monetary contribution of \$5,000.00 per lot (\$95,000).

DISCUSSION: A subdivision plat has been submitted to the county consisting of 19 lots known as Elmwood Section 5D. As part of the review process the subdivision was tested for school capacity in accordance with the APFO. This subdivision is located within the Fountain Rock Elementary, Springfield Middle and Williamsport High school districts. Results of the test concluded that the middle and high school districts have the capacity available to absorb new students produced from this development. However, the elementary school district does not. With the addition of 9 elementary students from this section of development, capacity will increase to 128.1%. In accordance with the APFO, the developer is required to provide, and have approved, a mitigation plan to the Commissioners that adequately addresses the impacts the development will create before the plat can be approved.

FISCAL IMPACT: The request to increase the AMC contribution to \$5,000 per lot will assist the Board in accumulating revenue that will help pay for the construction of new schools. An analysis of county costs to build a new school vs. a proposal by the developers on a per student basis is provided below.

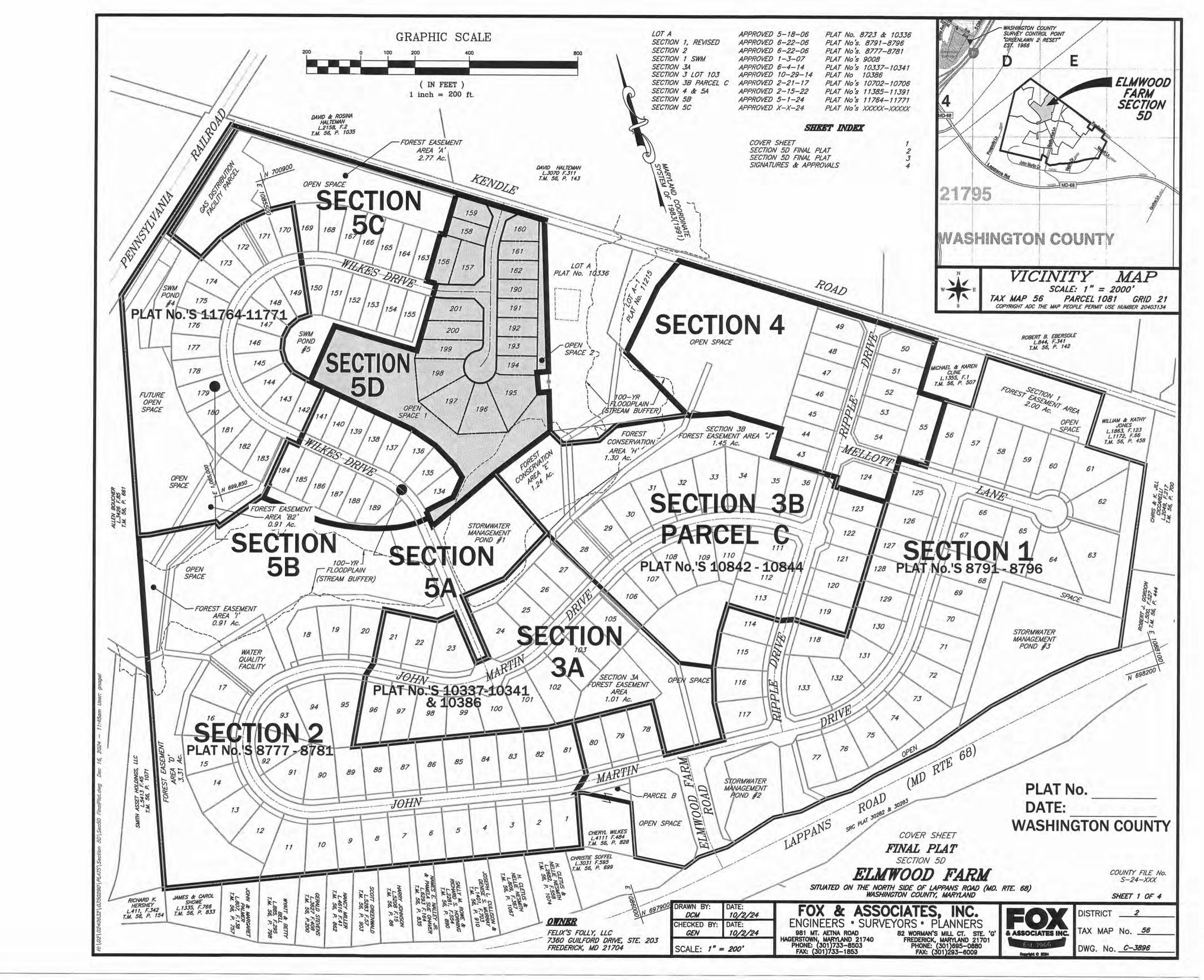
Current CIP Funding for Down	nsville Pike Ele	mentary School
Proposed Capacity	688	students
		Cost per student
Total Cost	\$51,141,000	\$74,332.85
State Grant/Other Contributions	\$32,524,000	\$47,273.26
County portion	\$18,617,000	\$27,059.59
Elmwood APFO Proposal	\$5,000	per lot
_	\$95,000	Total
Proposed Lots	19	
Students produced (elem only)	9	
		Mitigation per
Total School Mitigation (APFO	+ Excise Tax)	student
Total APFO Mitigation	\$95,000	\$10,555.56
Estimated Excise Tax	\$27,930	\$3,103.33
(ave. 2,100 sq. ft. SF)		
	\$122,930	\$13,658.89
		50.5%
		of per student cost

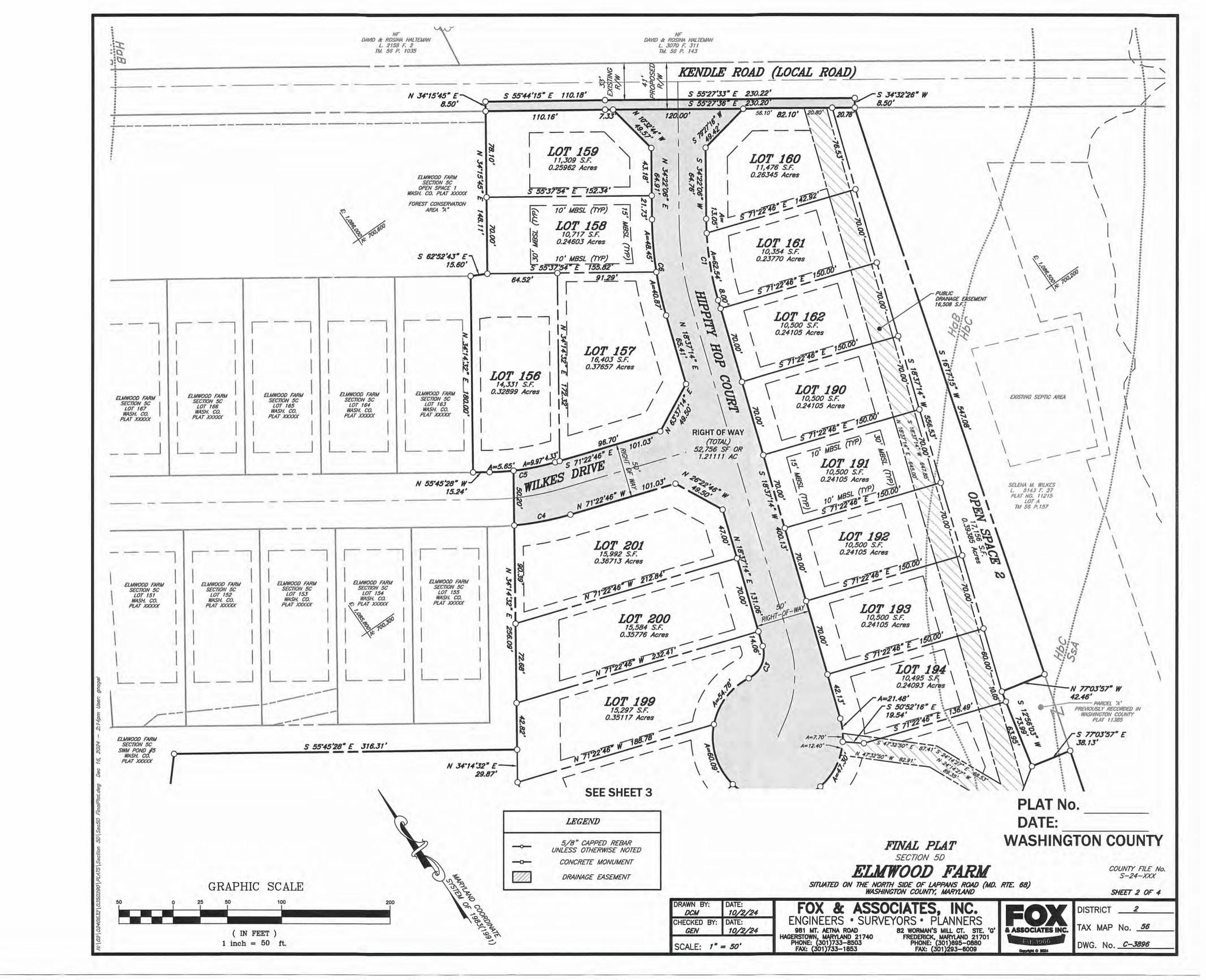
CONCURRENCES: n/a

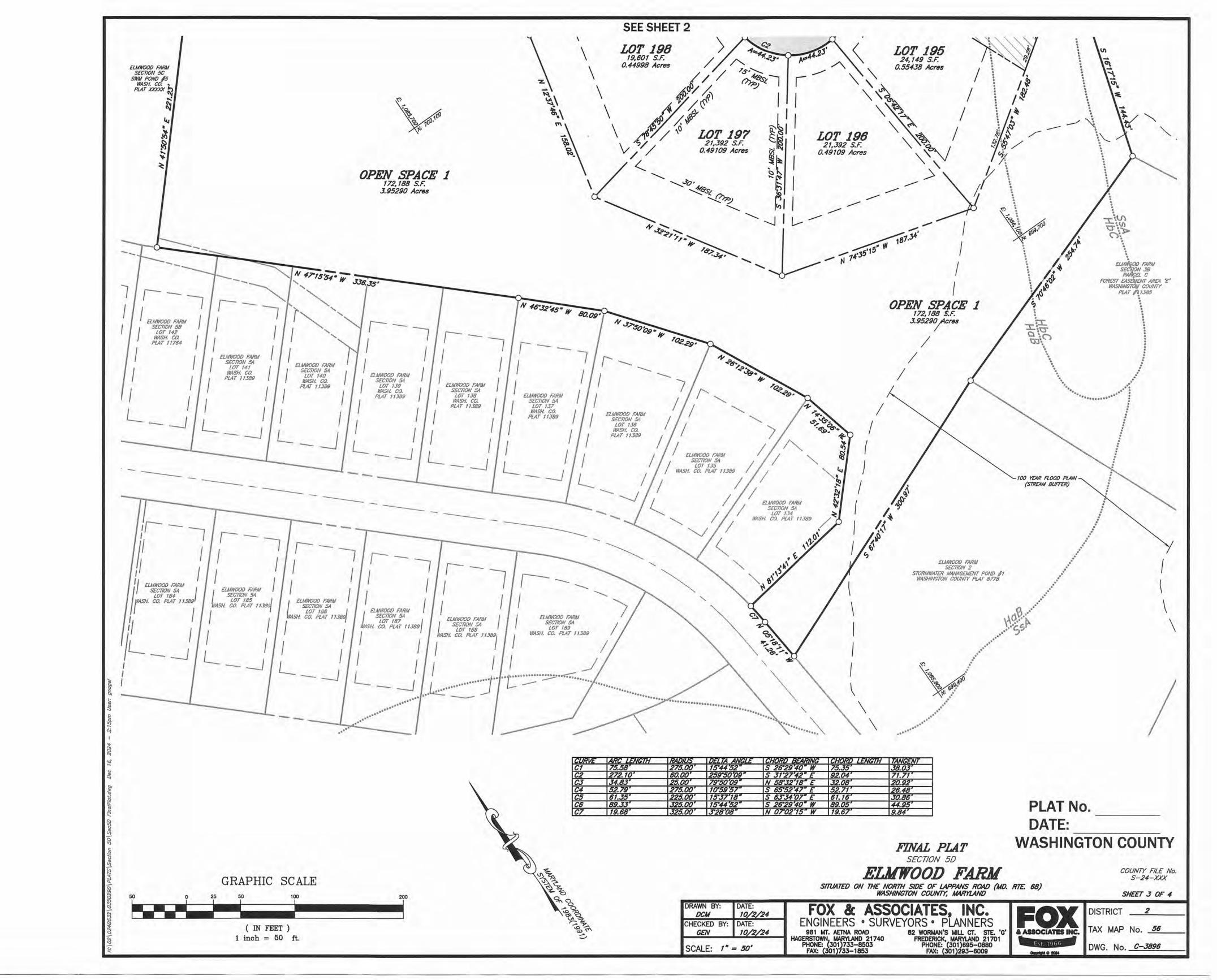
ALTERNATIVES: Deny the request

ATTACHMENTS: Developer mitigation proposal

AUDIO/VISUAL NEEDS: Plat of Elmwood Farms subdivision







SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT; THAT IT IS A SUBDIVISION OF PART OF THE LANDS CONVEYED BY ELMWOOD REALTY, LLLP, A MARYLAND LIMITED LIABILITY LIMITED PARTNERSHIP TO FELIX'S FOLLY, LLC BY DEED DATED JUNE 28, 2010 AND RECORDED IN LIBER 3901 AT FOLIO 185 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND AND FURTHER THAT THIS PLAT WAS PERSONALLY REVIEWED AND/OR PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THIS SURVEY WAS PERFORMED.

NOTES:

GEORGE E. NAGEL PROFESSIONAL LAND SURVEYOR MARYLAND REGISTRATION No. 21052 EXPIRATION/RENEW DATE: 08/24/2026

- BEARINGS AND DISTANCES IN AGREEMENT WITH A SURVEY BY FOX & ASSOCIATES, INC.
- 2. BASIS OF BEARINGS SHOWN HEREON IS THE MARYLAND COORDINATE SYSTEM OF 1983 (NAD 83(1991)).
- 3. AN EIGHT (8) FOOT WIDE EASEMENT FOR UTILITIES & DRAINAGE IS DEDICATED ALONG THE INTERIOR OF ALL SIDE AND REAR LOT LINES. A TWENTY (20) FOOT WIDE EASEMENT FOR UTILITIES IS DEDICATED ALONG THE INTERIOR OF ALL FRONT LOT LINES.
- 4. INDICATES REBAR AND CAP UNLESS OTHERWISE NOTED
- 5. ZONING RS RESIDENTIAL, SUBURBAN
- 6. TYPICAL BUILDING RESTRICTION LINE (MBSL): (UNLESS OTHERWISE LABELED AS BRL) FRONT YARD - 20' SIDE YARD - 8' REAR YARD - 40'
- 7. MBSL DENOTES MINIMUM BUILDING SETBACK LINE. BRL DENOTES BUILDING RESTRICTION
- 8. SEWER WILL BE PROVIDED BY WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY. WATER WILL BE PROVIDED BY THE CITY OF HAGERSTOWN UTILITY DEPARTMENT.
- 9. THIS PARCEL IS AFFECTED BY THE 100-YR FLOODPLAIN AND IS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NO 24043C0283D EFFECTIVE DATE AUGUST 15, 2017.
- 10. NO CONSTRUCTION MAY OCCUR WITHIN THE 100 YEAR FLOODPLAIN WITHOUT A MARYLAND DEPARTMENT OF THE ENVIRONMENT, WATER MANAGEMENT ADMINISTRATION, PERMIT AND MEETING THE REQUIREMENTS OF THE WASHINGTON COUNTY FLOOD MANAGEMENT
- 11. THE PRELIMINARY PLAT FOR THIS SECTION WAS APPROVED JULY, 2021. FILE NO. PP-20-001.
- 12. ACCESSORY STRUCTURES MAY BE CONSTRUCTED IN ACCORDANCE WITH SEC. 4.10 AND SEC. 23.58 OF THE ZONING ORDINANCE AND SHALL NOT BE PLACED ON THE PROPERTY UNTIL THE PRINCIPAL STRUCTURE HAS BEEN CONSTRUCTED.
- 13. NO PERMANENT STRUCTURES (EG., FENCES, SHEDS, PLAY EQUIPMENT, RETAINING WALL(S) SHALL BE PERMITTED WITHIN ANY STORM DRAINAGE EASEMENT EITHER SHOWN OR DESCRIBED ON THE FINAL PLAT OF SUBDIVISION.
- 14. ADDRESS IS BASED ON THE ENTRANCE LOCATION. IF DRIVEWAY IS CONSTRUCTED IN A DIFFERENT LOCATION, ADDRESS IS VOID AND THE OWNER MUST REAPPLY TO THE WASHINGTON COUNTY PLANNING COMMISSION FOR A NEW ADDRESS ASSIGNMENT, CORNER LOTS WILL BE ADDRESSED AT TIME OF BUILDING PERMIT.
- 15. ALL OPEN SPACE LOTS ARE TO BE DEDICATED TO THE HOMEOWNER'S ASSOCIATION.
- 16. ALL STORMWATER MANAGEMENT LOTS ARE TO BE DEDICATED TO WASHINGTON COUNTY.
- 17. WATER AND SEWER ALLOCATION REQUESTED 13 EDU = 2,600 GPD

OWNERS DEDICATION (FELDE'S FOLLY, LLC.)

WE DO HEREBY CERTIFY, FOR OURSELVES AND OUR PERSONAL REPRESENTATIVES HEIRS AND ASSIGNS. THAT WE ARE THE LEGAL AND TRUE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT AND THAT WE HEREBY ADOPT THE PLAN OF SUBDIVISION SHOWN HEREON, HEREBY DEDICATE TO PUBLIC USE ALL UTILITY AND DRAINAGE EASEMENT AREAS AND ALL ALLEY, STREET, AND ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT. HEREBY AGREE TO KEEP OPEN ALL SPACES AND RECREATION AREAS SHOWN HEREON AND HEREBY AGREE THAT SAID DEDICATIONS SHALL NOT IMPOSE ANY RESPONSIBILITY ON THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY REGARDING THE SUBJECTS OF SUCH DEDICATIONS UNTIL LEGAL ACCEPTANCE THEREOF BY SAID BOARD, AND WE HEREBY RESERVE THE FEE SIMPLE TITLE TO THE LAND UNDERLYING SAID EASEMENTS. RIGHTS-OF-WAY, OPEN SPACES AND RECREATION AREAS, AND WITH REGARD TO SAID EASEMENTS AND RIGHTS-OF-WAY, HEREBY AGREE TO CONVEY THE SAME TO SAID BOARD, FOR THE USED OF SAID WASHINGTON COUNTY, WITHOUT CONSIDERATION, UPON THE LEGAL ACCEPTANCE OF SAID EASEMENTS AND/OR RIGHTS-OF-WAY BY SAID BOARD.

THIS DEED AND AGREEMENT OF DEDICATION SHALL BE BINDING UPON OUR GRANTEES. ASSIGNS, SUCCESSORS, HEIRS AND PERSONAL REPRESENTATIVES.

THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES, TRUSTS, EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION EXCEPT THE FOLLOWING:

WE ALSO CERTIFY THAT THE COMMUNITY WATER AND/OR COMMUNITY SEWERAGE SYSTEM PROPOSED FOR THIS SUBDIVISION WILL BE AVAILABLE TO ALL LOTS OFFERED FOR SALE. WE ALSO CERTIFY THAT PLANS FOR THE COMMUNITY WATER SUPPLY AND/OR COMMUNITY SEWERAGE SYSTEM FACILITIES, INCLUDING ANY NECESSARY POINT OF DISCHARGE HAVE BEEN APPROVED BY THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE.

AND ALL PARTIES HAVING AN INTEREST THEREIN HAVE HEREUNTO AFFIXED THEIR SIGNATURES INDICATING THEIR ASSENT TO THIS PLAN OF SUBDIVISION.

WE DO HEREBY ASSENT TO THIS PLAN OF SUBDIVISION.

WITNESS OUR HANDS AND SEALS THIS

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WITNESS FELIXS FOLLY, LLC

SENSITIVE AREA NOTICE

THE STREAM BUFFERS SHOWN HEREON ARE ESTABLISHED PURSUANT TO THE REQUIREMENTS OF THE WASHINGTON COUNTY SUBDIVISION ORDINANCE, ARTICLE IV, SECTION 409. IN AN EFFORT TO PRESERVE OR IMPROVE WATER QUALITY, THE PROPERTY OWNER IS REQUIRED TO ESTABLISH AND THEREAFTER MAINTAIN IN PERPETUITY VEGETATIVE GROUND COVER IN ACCORDANCE WITH URBAN BEST MANAGEMENT PRACTICES RECOMMENDED BY THE WASHINGTON COUNTY SOIL CONSERVATION DISTRICT. NO PERMANENT STRUCTURES OR CONSTRUCTION ARE PERMITTED WITHIN THE STREAM BUFFER EXCEPT THOSE DESIGNED TO IMPROVE WATER QUALITY OR FLOW AS APPROVED BY THE WASHINGTON COUNTY PLANNING COMMISSION IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, LAWS, AND POLICIES. NO SEPTIC SYSTEMS SHALL BE CONSTRUCTED WITHIN THE BUFFER NOR SHALL ANY RESERVE AREA BE ESTABLISHED WITHIN THE BUFFER.

NOTE: USE O FOR ALL NEGATIVE NUMBERS THAT RESULT FROM THE CALCULATIONS.

Land Use Category: HIGH DENSITY RESIDENTIAL

AFFORESTATION THRESHOLD (NET TRACT AREA (C) x 15 %)

CONSERVATION THRESHOLD (NET TRACT AREA (C) x 20 %)

FOREST CLEARING PERMITTED WITHOUT MITIGATION

| = EXISTING FOREST COVER (F) - BREAKEVEN POINT (H)

TOTAL AREA OF FOREST TO BE RETAINED K = EXISTING FOREST COVER (F) - FOREST TO BE CLEARED (J)

IF THE TOTAL AREA OF FOREST TO BE CLEARED (K) IS <u>AT OR ABOVE</u>
THE BREAKEVEN POINT (H), <u>NO PLANTING IS REQUIRED AND NO FURTHER CALCULATIONS ARE NECESSARY</u> (L=D, M=D, N=D, P=D);
OTHERWISE, CALCULATE THE PLANTING REQUIREMENT(S) AS FOLLOWS:

REFORESTATION FOR CLEARING ABOVE THE CONSERVATION THRESHOLD

(1) IF THE TOTAL AREA OF FOREST TO BE RETAINED (K) IS GREATER THAN
THE CONSERVATION THRESHOLD (E), THEN L = THE AREA OF FOREST TO
BE CLEARED (J) x 0.25;

(2) IF THE FOREST TO BE RETAINED (K) IS LESS THAN OR EQUAL TO THE
CONSERVATION THRESHOLD (E), THEN L = AREA OF FOREST ABOVE
CONSERVATION THRESHOLD (G) x 0.25

REFORESTATION FOR CLEARING BELOW THE CONSERVATION THRESHOLD

(1) IF EXISTING FOREST COVER (F) IS GREATER THAN THE CONSERVATION
THRESHOLD (E) AND THE FOREST TO BE RETAINED (K) IS LESS THAN
OR EQUAL TO THE CONSERVATION THRESHOLD (E), THEN M = 2.0 x
(CONSERVATION THRESHOLD (E) - FOREST TO BE RETAINED [K])

(2) IF EXISTING FOREST COVER (F) IS LESS THAN OR EQUAL TO THE
CONSERVATION THRESHOLD (E), THEN M = 2.0 x FOREST TO BE
(CLEARED (I))

CREDIT FOR RETENTION ABOVE THE CONSERVATION THRESHOLD IF THE AREA OF FOREST TO BE RETAINED (K) IS GREATER THAN THE CONSERVATION THRESHOLD (E), THEN N=K-E

IF EXISTING FOREST COVER (F) IS LESS THAN THE AFFORESTATION THRESHOLD (D), THEN Q=AFFORESTATION THRESHOLD (D) - EXISTING FOREST COVER (F)

TOTAL REFORESTATION REQUIRED P = L + M - M

EXISTING FOREST COVER WITHIN THE NET TRACT AREA

DEDUCTIONS (CRITICAL AREA, AREA RESTRICTED BY LOCAL ORDINANCE OR PROGRAM)

NET TRACT AREA NET TRACT AREA = TOTAL TRACT (A) - DEDUCTIONS (B)

AREA OF FOREST ABOVE CONSERVATION THRESHOLD IF THE EXISTING FOREST COVER (F) IS GREATER THAN THE CONSERVATION THRESHOLD (E), THEN $G=F-\dot{E}$; OTHERWISE G=0

BREAKEVEN POINT (AMOUNT OF FOREST THAT MUST BE RETAINED SO THAT NO

REAKEVEN POINT (AMOUNT OF FUKEST THAT MUST BE RETAINED SO THAT IN VITIGATION IS REQUIRED)

1) IF THE AREA OF FOREST ABOVE THE CONSERVATION THRESHOLD (G)

IS GREATER THAN 0, THEN H = (0.2 x THE AREA OF FOREST ABOVE

CONSERVATION THRESHOLD (G) + THE CONSERVATION THRESHOLD (E);

2) IF THE AREA OF FOREST ABOVE THE CONSERVATION THRESHOLD (G)

IS EQUAL TO 0, THEN H = EXISTING FOREST COVER (F).

Net Tract Area

TOTAL TRACT AREA

Existing Forest Cover

Break Even Point

Proposed Forest Clearing

Planting Requirements

TOTAL AREA OF FOREST TO BE CLEARED

FOREST CONSERVATION WORKSHEET 2.2

ADDRESS ASSIGNMENT

LOT 156 - 10138 WILKES DRIVE LOT 157 - ASSIGNED AT PERMITTING LOT 158 - 9938 HIPPITY HOP COURT LOT 159 - ASSIGNED AT PERMITTING LOT 160 - ASSIGNED AT PERMITTING LOT 161 - 9935 HIPPITY HOP COURT LOT 162 - 9931 HIPPITY HOP COURT LOT 190 - 9927 HIPPITY HOP COURT LOT 191 - 9923 HIPPITY HOP COURT LOT 192 - 9919 HIPPITY HOP COURT LOT 193 - 9915 HIPPITY HOP COURT LOT 194 - 9911 HIPPITY HOP COURT LOT 195 - 9907 HIPPITY HOP COURT LOT 196 - 9903 HIPPITY HOP COURT LOT 197 - 9902 HIPPITY HOP COURT LOT 198 - 9906 HIPPITY HOP COURT LOT 199 - 9914 HIPPITY HOP COURT LOT 200 - 9918 HIPPITY HOP COURT LOT 201 - ASSIGNED AT PERMITTING

A = 169.41

c = 169.39

D = 25.41

E = 33.88

F = 0

L = 0

N = 0

Q = 25.41

R = 25.41

B = 0

CERTIFICATE OF APPROVAL OF COMMUNITY WATER AND/OR SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE USE OF THE COMMUNITY WATER AND/OR COMMUNITY SEWERAGE SYSTEM FOR THIS SUBDIVISION IS IN CONFORMANCE WITH THE COUNTY WATER AND SEWERAGE PLAN.

TE	COUNTY HEALTH OFFICER	

EVIGIDATIVE GIFTER A FINGS	OF ADDDONAL
CBRITITICATE	OF APPROVAL

FINAL APPROVAL GRANTED	WASHINGTON COUNTY PLANNING COMMISSION
DATE	BY:

THIS PLAN/PLAT HAS BEEN REVIEWED BY THE WASHINGTON COUNTY DEPARTMENT OF WATER QUALITY FOR INCLUSION INTO THE COUNTY CAPACITY MANAGEMENT PLAN FOR THE SYSTEM THAT SERVES THIS PROJECT. ALLOCATION GRANTED FOR CONSTRUCTION SHOWN ON THIS PLAN/PLAT SHALL BE IN ACCORDANCE WITH THE CAPACITY MANAGEMENT PLAN DEVELOPED FOR THIS SYSTEM BASED ON AVAILABILITY OF ALLOCATION REMAINING IN THE FACILITY.

WASHINGTON	COUNTY	DEPARTMENT	OF	WATER	QUALITY	DATE	

FINAL APPROVAL GOOD FOR SIX (6) MONTHS FROM ABOVE DATE

LAND USAGE BREAKDOWN

TOTAL AREA OF LOTS	270.993 S.F. OR 6.22114 Ac.
TOTAL AREA OF RIGHT-OF-WAY	52,756 S.F. OR 1.21111 Ac.
TOTAL AREA OF OPEN SPACE	189,344 S.F. OR 4.34675 Ac.
TOTAL AREA	513,093 S.F. OR 11.77900 Ac.
TOTAL NUMBER OF LOTS IN SECTION 5D	19

SOIL TYPES

1	HaB	HAGERSTOWN SILT LOAM; 3 TO 8 PERCENT SLOPES	91.9%
1	HbC	HAGERSTOWN SILTY CLAY LOAM; 8 TO 15 PERCENT SLOPES; VERY ROCKY	7.5%
12	SsA .	SWANPOND-FUNKSTOWN SILT LOAMS; O TO 3 PERCENT SLOPES	0.6%

LOTS	CULVERT SIZE & TYPE
ALL LOTS	18"x24" A.L.C.M.P.A.

PLATTED FOREST AREAS

TOTAL AFFORESTATION REQUIRED

R. TOTAL PLANTING REQUIREMENT R= P + Q

AREA	ACREAGE	PLAT No.
AREA "B1"	3.67 Ac.	11385-11391
AREA "C"	7.01 Ac.	MISC. 899-903
AREA "D"	3.31 Ac.	MISC. 899-903
AREA "E"	1.24 Ac.	MISC. 899-903
AREA "F"	1.00 Ac.	10337-10341
AREA "G"	1.95 Ac.	8273-8278
AREA "H"	1.30 Ac.	MISC. 899-903
AREA "J"	1.45 Ac.	10702-10706
AREA "B2"	0.80 Ac.	11764-11771
AREA "1"	0.91 Ac.	11764-11771
AREA "A"	2.77 Ac.	XXXXX-XXXXX
TOTAL	25.41 Ac.	

PLAT No. DATE: **WASHINGTON COUNTY**

SIGNATURES & APPROVALS

FINAL PLAT SECTION 5D

ELMWOOD FARM

SITUATED ON THE NORTH SIDE OF LAPPANS ROAD (MD. RTE. 68) WASHINGTON COUNTY, MARYLAND

5-24-XXX SHEET 4 OF 4

COUNTY FILE No.

OWNER

FELIX'S FOLLY, LLC 7360 GUILFORD DRIVE, STE. 203 FREDERICK, MD 21704

DRAWN BY: 10/2/24 DCM HECKED BY: DATE: 10/2/24 GEN SCALE:

FOX & ASSOCIATES, INC. 981 MT. AETNA ROAD

ENGINEERS • SURVEYORS • PLANNERS 82 WORMAN'S MILL CT. STE. 'G' AGERSTOWN, MARYLAND 21740 PHONE: (301)733-8503 FAX: (301)733-1853 FREDERICK, MARYLAND 21701 PHONE: (301)695-0880 FAX: (301)293-6009



ISTRICT

DWG. No. C-3896

TAX MAP No. 56

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Elmwood Farm APFO mitigation request

PRESENTATION DATE:

PRESENTATION BY: William C. Wantz

RECOMMENDED MOTION: To approve the revised APFO mitigation request for Elmwood Farm

Section 5D Subdivision Plat.

REPORT-IN-BRIEF: The revised mitigation plan includes a \$5,000.00 monetary contribution per

lot.

DISCUSSION: See attached

FISCAL IMPACT: n/a

CONCURRENCES: n/a

ATTACHMENTS: Revised mitigation plan; Section 5D graphic.

WILLIAM C. WANTZ

ATTORNEY AT LAW 123 WEST WASHINGTON STREET HAGERSTOWN, MARYLAND 21740-4709

TELEPHONE (301) 733-7972

EMAIL WANTZ@MAC.COM

June 18, 2025

John F. Barr, President Board of County Commissioners of Washington County 100 W Washington St, Ste 1101 Hagerstown MD 21740

Re: Elmwood Farm, Section 5D Mitigation Proposal

Dear Commissioner Barr and County Commissioners:

As you may recall, I represent John Dallavalle and Jim Fitzgerald, developers of the final section of Elmwood Farm, owned by Felix's Folly, LLC. Section 5D consists of 19 single-family lots which have been approved by the Washington County Planning Commission, subject to the school adequacy provisions of the Adequate Public Facilities Ordinance.

REVISED MITIGATION PROPOSAL

Supplementing the previous agenda items relating to Elmwood Farm, Section 5D, this revised proposal is submitted for approval.

As previously indicated in the minutes of the County Commissioners' April 15, 2025 open session, "Staff will work with the Developer to bring mitigation options back before the Commissioners for further consideration."

Based on discussions with the County Planning Director, my client resubmits the mitigation proposal, including an additional monetary contribution in the amount of Five Thousand Dollars (\$5,000.00) per unit, on the nineteen (19) undeveloped lots in Section 5D, in the aggregate monetary amount of \$95,000.00. This revised proposal reflects the reasonable and proportionate mitigation contribution for nine (9) elementary school students predicted to be generated from the anticipated residential development of the remaining nineteen (19) lots of Section 5D of Elmwood Farm.

John F. Barr, President Board of County Commissioners of Washington County June 18, 2025 Page 2

A Monetary Figure Based on the Proposed Cost Per Dwelling Unit

The Board of County Commissioners has granted previous approvals for single-family residential development through Alternate Mitigation Contribution (AMC) payments in mitigation of elementary school capacity projections. In approving the preliminary subdivision plat for Section 5D, the Planning Commission based its approval on the Planning Staff Report, indicating an elementary school pupil yield of 4.18 associated with the 19 lots proposed for Section 5D.

Cost Per Dwelling Unit Formula

Based upon calculations provided to the developers in the two previous approvals of alternate mitigation contributions, the same AMC-based formula for determining mitigation from contributions under the existing and proposed school adequacy provisions is the formula we used in submitting this request.

Impactful Relief by Monetary Contribution

Under the existing APFO school adequacy requirements, special consideration is given to multi-phase developments such as Elmwood Farm, for which a preliminary subdivision plat was approved prior to July 1, 2005. Elmwood's preliminary subdivision plat was approved in February, 2005. APFO \$9.3A establishes a policy that developments with preliminary plat approval in 2005 areto be granted a measure of latitude in the mitigation analysis. Section 9.3A formed the basis of the approvals by the Board of County Commissioners on February 7 and September 17, 2024.

AMC-based mitigation programs previously approved continue to provide a rational benchmark supporting the financial contribution we now propose, consistent with the underlying APFO policy of giving preferential consideration to developments preliminarily approved before July 1, 2005.

Moreover, the County's Adequate Public Facilities Ordinance reflects a policy of relief from the extraordinary hardship which would be experienced in the event completion of the development may not occur. Section 2.3.9 of Adequate Public Facilities Ordinance defines extraordinary hardship as "a condition that exists in strict compliance with this Ordinance would result in an unusually and extraordinarily severe financial economic impact on the Owner or

John F. Barr, President Board of County Commissioners of Washington County June 18, 2025 Page 3

Development." The developers have already invested significant capital in bringing the development to this point, including installation of dedicated public infrastructure and elementary school capital contributions.

The residential market for new homes has changed since 2005. Prospective buyers currently prefer smaller lots, reducing demand for larger lots. Our 2005 preliminary plat approval encompassed all of the land comprising Section 5D. The approved land area has not been enlarged. No additional land is proposed for Elmwood Farm.

Kindly schedule this matter for supplemental review.

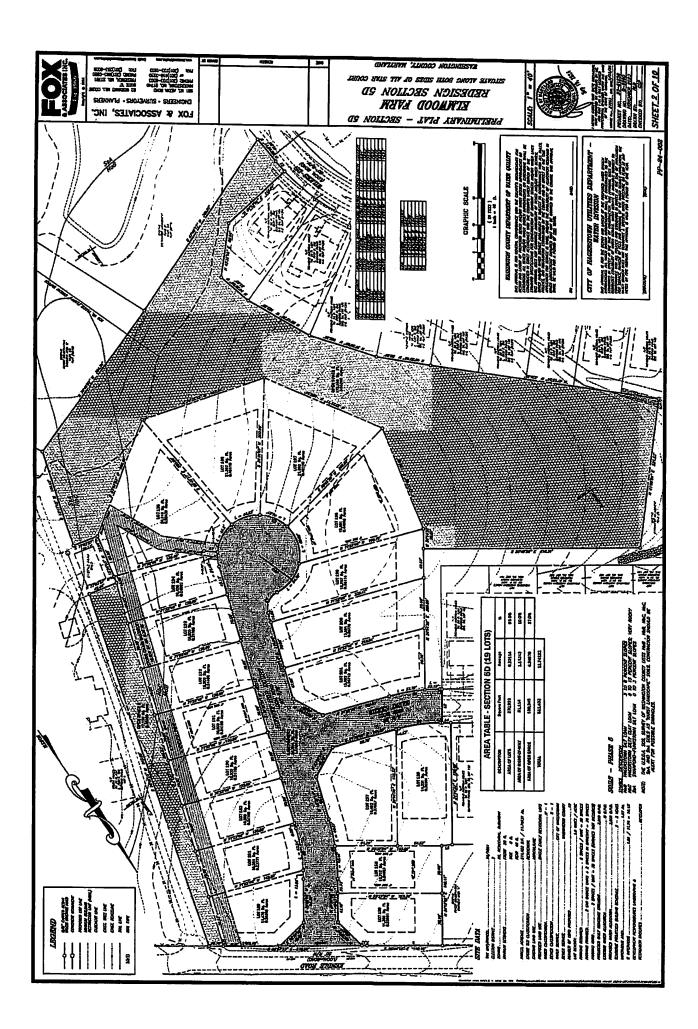
Very truly yours,

William C. Wantz

WCW/psm

cc: Clients

Jill Baker, AICP, Planning Director



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Sole Source Award (PUR-1767) – Vesta 9-1-1 Hardware Refresh Upgrade for the Department

of Communication

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing, Alan Matheny, Director of Emergency Management and Communication

RECOMMENDATION: Move to award a contract for the purchase and installation of Vesta 9-1-1 Hardware Refresh Upgrade, all related hardware and software to Carousel Industries of Newport News, VA, for the Total Proposal Value of \$2,306,963.76, which includes annual maintenance and support for five years at \$70,760 per year. The award is also contingent upon the County Attorney's approval of the final Service Agreement between the County and the recommended vendor.

REPORT-IN-BRIEF: The hardware upgrade to the system will pinpoint callers' location faster, with greater accuracy, which could ultimately save more lives and improve decision-making and response. Call Takers and First Responders will have greater location accuracy and the means to meet the challenges of mobile calls to 9-1-1. The upgrade will enhance the system, which will allow video 9-1-1 and text video, and share video through 9-1-1. The new text and video capabilities can be important in a crisis. The Hardware Refresh Upgrade will involve the 9-1-1 Primary Center (Elliott Parkway), Back Up Center (West Washington Street), and Maryland State Police Barrack O. The vendor will be responsible for providing a minimum of eight (8) hours of training on each of the modules. There are liquidated damages in the amount up to five hundred (\$500) per consecutive calendar day, up to a predetermined amount, for each critical delivery that has not been provided, until satisfactory performance is accomplished.

The Department of Emergency Communications wishes to apply Section 1-106.2(a)(2) of the Code of Public Laws of Washington County, Maryland, to procure the request. This section states that a sole source procurement is authorized and permissible when: The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

This request requires the approval of four of the five Commissioners in order to proceed with a sole-source procurement. If approved, the following steps of the process will occur as outlined by the law:

1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County, and 2) An appropriate record of the sole source procurement shall be maintained as required.

DISCUSSION: N/A

FISCAL IMPACT: Funds are available in the amount of \$2,306,963.76 in account GRT105. The Numbers Board provided the funding for this project; no County funds are being requested.

ATTACHMENTS: Carousel Quote dated June 22, 2025



Proposal For: Washington County, MD

Solution Proposed VESTA® 9-1-1 Upgrade and Modernization

Date: July 22, 2025

Contract Washington County, MD- PUR-1469 (MD DOIT PBX IV Contract)

Term 12/31/2025 through 12/31/2030

Contract Details https://www.doit.state.md.us/itmc/mcDetails.aspx?mcID=5&smc=21

Multi-Site Summary

Design Assumptions- Provides a Multi-Site Geo-Diverse VESTA 9-1-1 Upgrade

Redundant MDS and DDS DL380G11 servers in a virtualized design with 9-1-1 Assist for 60 users, Command POSTs, VESTA EIM/SMS module, VESTA Analytics, ActivityView, ECaTs, and Enhanced Data Module for RapidSOS

Design assumes a Virtual Migration including OS Upgrades in place. Reuse IP Schema

FortiGate 60F Remote Access Firewalls w/5YRs Fortiguard, Patch Management, and Unified Threat Management Subscription

5 Years of HP Extended Warranties for the Servers and Workstations

5 Years VESTA Software Support, Managed Services (M&R, Anti-Virus and Patch Management)

Washington Host A

Fifteen (15) VESTA 9-1-1 Positions-ProDesk Mini with 24" FP Monitors, SAM, Speaker Kit, IRR, and Genovation Keypads Enhanced Data Window Subscription for Five (5) Years-RapidSOS Integration

Five (5) VESTA 9-1-1 CommandPOST Positions with SAM, IRR, and Genovation Keypads

One (1) Automated Abandon Callback-CFS Server

One (1) ActivityView Display Workstation

One (1) 55" Display Monitors Rated 24x7 Operation

One (1) Remote Intelligence Gateway

One (1) VESTA Analytics Server

One (1) Administration Workstation

Two (2) Mediant 508 Gateways (FXO)

One (1) Mediant 1000K Gateways (ISDN)

Three (3) Cisco 9200 VESTA 24 Port Core POE Switches with Redundant Power

Three (3) Network Expansion Modules 1 Gb

Two (2) Cisco GBIC SFPs

Two (2) FortiGate 60F FW for EIM/SMS Transition

Recommend Critical Spares

Washington Host B

Fourteen (14) VESTA 9-1-1 Positions-ProDesk Mini with 24" FP Monitors SAM, Speaker Kit, IRR, and Genovation Keypads

One (1) ActivityView Display Workstation

One (1) 55" Display Monitors Rated 24x7 Operation

One (1) Administration Workstation

One (1) Remote Intelligence Gateway

Two (2) Mediant 508 Gateways (FXO)

One (1) Mediant 1000K Gateways (ISDN)

Three (3) Cisco 9200 VESTA 24 Port Core POE Switches with Redundant Power

Three (3) Network Expansion Modules 1 Gb

Two (2) Cisco GBIC SFPs

Two (2) FortiGate 60F FW for EIM/SMS Transition

Recommend Critical Spares

Med

Two (2) VESTA 9-1-1 Positions-ProDesk Mini with 24" FP Monitors SAM, Speaker Kit, IRR, and Genovation Keypads

Two (2) Cisco 9200 VESTA 24 Port Core Switches with Redundant Power

Two (2) Network Expansion Modules 1 Gb

Two (2) Cisco GBIC SFPs



 Washington-Host A
 \$1,649,503.25

 Washington- Host B
 \$566,293.97

 Washington-MSP Remote
 \$82,186.38

 Freight
 \$8,980.16

 Total Solution:
 \$2,306,963.76

All new products are guaranteed to be as specified by the manufacturer's documentation, and are provided with the manufacturer's standard Product warranty. All refurbished components are covered by a Carousel direct warranty.

Customer is responsible for any electrical service, environmental conditions and cable work needed to support the quoted Products, unless otherwise specified on the Quote. Any changes to the above Products and /or Scope of Work will require the written authorization of both Carousel and the Customer. Pricing does not include taxes and freight charges, and as applicable, these costs will be added to the invoice.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote into a Carousel Service Order, and the return of the Service Order number to the Customer.

Ву:	Title:	Date:



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0202) Automated Speed

Enforcement System - Washington County Sheriff's Department

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director, Purchasing Department, and Colonel, Pete Lazich, Washington County Sheriff's Department

RECOMMENDED MOTION: Move to authorize by Resolution, the approval for the Washington County Sheriff's Office to enter into a contract to lease Automated Speed Enforcement System, at a cost of \$3,499 per month (per unit), speed enforcement system cameras from Altumint, of Lanham, MD and to utilize another jurisdiction's contract (RFP No. Purch 2024-049) that was awarded by Calvert County Department of Finance & Budget Purchasing Office and contingent upon approval of the final agreement by the County Attorney's Office.

REPORT-IN-BRIEF: The Board initially awarded an Automated Speed Enforcement System contract to Brekford Traffic Safety, Inc. on September 25, 2017. The prior contract award to Brekford Traffic Safety, Inc., currently dba Altumint, was in the amount of \$2,800 per month (per unit). The County is one of many jurisdictions to use automated speed enforcement to reduce traffic crashes, pedestrian accidents and save lives. The Contractor will furnish cameras on an as needed basis. The County's intention is to contract with a qualified contractor to lease an Automated Speed Enforcement System (cameras) that are installed in various locations in the County. During the period of the contract, the contractor shall provide all service(s) and material(s) described in the contract (invoicing for violations, telephone customer service, monthly, quarterly and annual reports). The contract is for one (1) year commencing after approval and execution of the contract documents, with an option for four (4) one (1) year periods.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §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. Calvert County took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this truck in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with direct cost savings in the purchase of this equipment because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that the Calvert County

contract provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the Department operating account 592065-10-11310 in the amount of \$674,300 for this purchase.

CONCURRENCES: Division Director

ALTERNATIVES:

- 1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or
- 2. Do not award the purchase of the sewer cleaner truck.

ATTACHMENTS: Altumint, Inc. Rider Addendum

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0202] Automated Speed Enforcement System – Washington County Sheriff's Department)

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 Washington County Sheriff's Office seeks to enter into a contract to lease Automated Speed Enforcement System, at a cost of \$3,499 per month (per unit), speed enforcement system cameras from Altumint of Lanham, Maryland, and to utilize another jurisdiction's contract (RFP No. Purch 2024-049) that was awarded b Calvert County Department of Finance & Budget Purchasing Office and contingent upon a approval of the final agreement by the County Attorney's Office.

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 Washington County Sheriff's Office is hereby authorized to enter into a contract to lease Automated Speed Enforcement System, at a cost of \$3,499 per month (per unit), speed enforcement system cameras from Altumint of Lanham, Maryland, and to utilize another jurisdiction's contract (RFP No. Purch 2024-049) that was awarded b Calvert County Department of Finance & Budget Purchasing Office and contingent upon a approval of the final agreement by the County Attorney's Office.

Adopted and effective this	day of August, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY:
Dawn L. Marcus, County Clerk	John F. Barr, President
Approved as to form	
and legal sufficiency:	Mail to:
	Office of the County Attorney
	100 W. Washington Street, Suite 1101
Zachary J. Kieffer	Hagerstown, MD 21740
County Attorney	

COOPERATIVE AGREEMENT RIDER ADDENDUM TO CONTRACT NO. 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM

This COOPERATIVE AGREEMENT RIDER ADDENDUM TO CONTRACT NO. 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM ("Rider") is effective as of the ____ day of ______, 2025 (the "Rider Effective Date"), by and between Washington County (for purposes of this Rider, "Client"), a Maryland County with offices at 100 West Washington St, Hagerstown, MD 21740 and Altumint, Inc. ("Altumint"), a Maryland corporation, with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706.

WHEREAS, effective June 28, 2024, Altumint and the Board of County Commissioners of Calvert County, Maryland ("Calvert County") entered into Contract No. 2024-049 Automated Speed Enforcement System ("Agreement") which: (1) allows Altumint to provide an automated speed enforcement system, imaging and administrative services, and related products and services to Calvert County using Altumint's proprietary systems (as more specifically described in the Agreement and this Rider, the "Services") and (2) allows any authorized governmental agency or public or quasi-public agency, through the use of the Cooperative Purchases Clause of the Agreement, to agree to the terms and conditions of the Agreement to the extent that they can be reasonably applied to such agency; and

WHEREAS, Client (as identified above in this Rider) is an authorized governmental agency or public or quasi-public agency as set forth in the Cooperative Purchases Clause of the Agreement; and

WHEREAS, Client (as identified above in this Rider) desires to purchase certain products and services from Altumint pursuant to the Agreement as described in this Rider.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, representations and warranties set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. **Products and Services.** Client (as identified above in this Rider) shall purchase from Altumint the products and services set forth in Exhibit A to this Rider (for purposes of this Rider, the "Purchased Services") for the fees that are also set forth in Exhibit A to this Rider. The Purchased Services shall be provided pursuant to the terms and conditions of the Agreement as further specified in this Rider. More specifically, Altumint shall honor all the obligations, responsibilities, and liabilities of "Contractor" under the Agreement, as described in this Rider, and Client (as identified above in this Rider) will honor all the obligations, responsibilities, and liabilities of "Board of County Commissioners of Calvert County, Maryland" and/or "Calvert County" and/or "County" under the Agreement, as described in this Rider.
- 2. **Additional Assurances.** In addition to those covenants, representations, and warranties assumed by Client under the Agreement by executing this Rider,

Client (as identified above in this Rider) hereby represents and warrants that it is an authorized governmental agency or public or quasi-public agency public entity as specified in the Cooperative Purchases Clause of the Agreement and that the terms and conditions of the Agreement can be reasonably applied to Client (as identified above), except as the terms and conditions expressly set forth in this Rider contradict any terms and conditions in the Agreement.

- 3. **Full Force and Effect.** Including the provisions of this Rider, the Agreement remains in full force and effect.
- 4. **Cessation of Calvert County/Altumint Relationship.** If, for whatever reason, the relationship between Calvert County and Altumint ceases, such cessation shall have no effect on the relationship between Client (as identified above in this Rider) and Altumint. In those circumstances, each party shall continue to honor their respective obligations pursuant to the Agreement and this Rider.
- 5. **Definitions; Counterparts; Electronic Signatures.** Each capitalized term used in this Rider that is not defined shall have the same meaning assigned to it in the Agreement. This Rider may be executed in counterparts (including by electronic transmission), each of which shall be deemed an original, and all such counterparts shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the Rider Effective Date.

Altumint, Inc.	Washington County
By: Name: Title:	By: Name: Title:

Exhibit A

PHOTO ENFORCEMENT SERVICES AGREEMENT WASHINGTON COUNTY, MARYLAND AND ALTUMINT, INC

- 1. **Service Location**: School zone speed enforcement zones as directed by CLIENT and mutually agreed to by Altumint.
- 2. **Fee due to ALTUMINT**: For the provisioning, deployment, operation, maintenance & service of each Speed Detection System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

	WITH LEASE FEES										
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL						
1	Automated System Lease Fee	per Month/ per Unit	\$3,499	TBD	TBD						

	ADDITIONAL FEES CHARGED TO THE <u>CLIENT</u> ASSOCIATED WITH PROCESSING CITATIONS, IF ANY									
ITEM#	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE							
1	Lookup fee (beyond 250 lookups pooled/camera/ month or 1500 lookups for 6 cameras)	Per registration lookup	\$12							

	ADDITIONAL FEES CHARGED TO THE <u>CITIZEN</u> ASSOCIATED WITH PROCESSING CITATIONS, IF ANY								
ITEM#	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE						
1	Convenience fee for online or customer service payment	Per transaction	\$4.95						

Altumint may submit with its price proposal any history of objective data supporting the historical results of pricing structure offered.

Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1640) Eight (8) portable law enforcement radios and accessories – for the Washington County Sheriff's Department

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director, Purchasing Department, Major Todd Kerns, Patrol Commander, and Tom Weber, Deputy Director, Wireless Communications.

RECOMMENDED MOTION: Motion to authorize the Washington County Sheriff Department to utilize the Communications Systems and Service Sole Source contract PUR-1640 with Motorola for the purchase of eight (8) portable law enforcement radios and accessories from Motorola Solutions, Inc. of Linthicum, MD for a total sum amount of \$86,994,88 based on the proposal received.

REPORT-IN-BRIEF: Eight (8) new positions were approved by the Board of County Commissioners of Washington County for the Sheriff's Department. The new deputies will utilize these radios for everyday communication.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's operating budget (600400-10-11310) for this purchase.

CONCURRENCES: Division Director

ALTERNATIVES:

- 1. Process a formal bid, and the County could possibly incur a higher cost for the purchase, or
- 2. Do not award the purchase of the equipment.

ATTACHMENTS: Motorola Quote #3202717, dated 7/13/25

AUDIO/VISUAL NEEDS: N/A





Billing Address: WASHINGTON COUNTY 100 W WASHINGTON ST RM 238 HAGERSTOWN, MD 21740 US Shipping Address: WASHINGTON COUNTY 35 W WASHINGTON ST STE 104 HAGERSTOWN, MD 21740 US Quote Date:07/13/2025 Expiration Date:09/11/2025 Quote Created By: Daniel Leary Sr. Account Executive Daniel.Leary@ motorolasolutions.com (360)-801-6677

End Customer: WASHINGTON COUNTY Tom Weber tweber@washco-md.net 301-331-6705

Contract: 38716 - WASHINGTON COUNTY, MD

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
	APX™ NEXT		APX NEXT MULTI						
1	H55TGT9PW8AN	0437	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5	8		\$8,818.00	\$70,544.00	\$5,731.70	\$45,853.60
1a	Q387CB	0437	ADD: MULTICAST VOTING SCAN	8		Included	Included	Included	Included
1b	QA09017AA	0437	ADD: LTE WITH ACTIVE SERVICE AT&T US	8		\$0.00	\$0.00	\$0.00	\$0.00
1c	QA09030AB	0437	ADD: MOTOROLA APX HOSTED RADIOCENTRAL	8		\$0.00	\$0.00	\$0.00	\$0.00
1d	BD00001AA	0437	ADD: CORE BUNDLE	8		\$3,323.00	\$26,584.00	\$2,159.95	\$17,279.60
1e	BD00040AB	0437	PROVISIONING NON- FEDERAL BUNDLE	8		\$220.00	\$1,760.00	\$143.00	\$1,144.00
1f	Q806CH	0437	ADD: ASTRO DIGITAL CAI OPERATION	8		Included	Included	Included	Included
1g	QA09001AM	0437	ADD: WIFI CAPABILITY	8		Included	Included	Included	Included





QUOTE-3202717 WashCo Sheriff Qty 8 APX NEXT Portable Radios

Line #	Item Number	APC	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
1h	Q498BN	0437	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	8		Included	Included	Included	Included
1i	H797DW	0437	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	8		Included	Included	Included	Included
1j	QA09028AA	0437	ADD: VIQI VC RADIO OPERATION	8		Included	Included	Included	Included
1k	H38DA	0437	ADD: SMARTZONE OPERATION	8		Included	Included	Included	Included
11	Q15AU	0437	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	8		Included	Included	Included	Included
1m	QA03399AK	0437	ADD: ENHANCED DATA	8		Included	Included	Included	Included
1n	QA01767BL	0437	ADD: P25 LINK LAYER AUTHENTICATION	8		Included	Included	Included	Included
10	BD00010AB	0437	ADD: SECURITY BUNDLE	8		\$1,227.00	\$9,816.00	\$797.55	\$6,380.40
1p	H499KC	0437	ENH: SUBMERSIBLE (DELTA T)	8		Included	Included	Included	Included
1q	QA00580BA	0437	ADD: TDMA OPERATION	8		Included	Included	Included	Included
1r	QA09113AA	0437	ADD: BASELINE RELEASE SW	8		\$0.00	\$0.00	\$0.00	\$0.00
1s	G996AP	0437	ADD: PROGRAMMING OVER P25 (OTAP)	8		Included	Included	Included	Included
1t	QA07680AA	0437	ADD: MULTI SYSTEM OTAR	8		Included	Included	Included	Included
1u	Q53BF	0437	ADD: FRONT PANEL PROGRAMMING & CLONING	8		Included	Included	Included	Included
1v	Q361CD	0437	ADD: P25 9600 BAUD TRUNKING	8		Included	Included	Included	Included
2	PSV03S02463A	0700	APX DMS PROVISIONING PD1	1		\$0.00	\$0.00	\$0.00	\$0.00
3	PSV01S02944A	0712	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00	\$0.00
4	NNTN9216A	0453	PORTABLE RADIO BATTERY IMPRES 2 LI- ION IP68 4400T	8		\$248.05	\$1,984.40	\$191.00	\$1,528.00



Line #	Item Number	APC	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
5	SSV01S01407A	0712	SMARTPROGRAMMING	8	1 YEAR	\$144.00	\$1,152.00	\$144.00	\$1,152.00
6	LSV01S03446A	0723	APX NEXT DMS ESSENTIAL	8	5 YEARS	\$384.60	\$3,076.80	\$384.60	\$3,076.80
7	SSV01S01406A	0712	APX NEXT SMARTCONNECT SUBSCRIPTION	8	1 YEAR	\$144.00	\$1,152.00	\$144.00	\$1,152.00
8	LSV01S03082A	0724	RADIOCENTRAL PROGRAMMING	8	3 YEARS	\$96.12	\$768.96	\$96.12	\$768.96
9	PMMN4135B	0372	PORTABLE RSM XVP850, IP68, WITH KNOB	8		\$543.13	\$4,345.04	\$418.21	\$3,345.68
10	PMPN4604A	0785	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	8		\$221.64	\$1,773.12	\$170.66	\$1,365.28
11	PMPN4639B	0785	CHARGER, VEHICLE IMPRES 2 12VDC HARDWIRE NA/AU/NZ	8		\$641.00	\$5,128.00	\$493.57	\$3,948.56
Grand Total \$86,994.88(USD)									D)

Notes:

•	The Pricing Summary is a breakdown of co	sts and does not reflect	the frequency at which you will be invoiced.	
	Agreement") that authorizes Customer to "Products"). If no Underlying Agreement	o purchase equipment exists between Motor ms and Conditions go) is based on and subject to the terms Customer and Motorola (the "Underlying t and/or services or license software (colle rola and Customer, then the following Mot vern the purchase of the Products which is	ctively forola's
	The Parties hereby enter into this Agreen	nent as of the Effective	e Date.	
	Motorola Solutions Inc	Custom	ner	







QUOTE-3202717 WashCo Sheriff Qty 8 APX NEXT Portable Radios

• Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- SmartTouch Experience Easier operation centered around a redefined 3.6" impact resistant touch
 display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the
 usability of the APX NEXT radio and helps users find the information they need without pause or
 distraction.
- Ruggedized, Ergonomic Design Increased personnel safety and efficiency with an improved T-Grip
 ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations.
 Patented touch technology enables for reliable gloved use, while also making the screen immune to
 false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards
 for ruggedization achieved by Motorola Solutions' APX platform radios.
- Easy Fleet Management Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- Secure Communications Hardened End-to-End security allows only authorized units in the system
 to listen to transmissions. Real-time security provides seamless protection from the device and data in
 transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0203) – Purchase of Four (4) New 2025 Trail King Trailers for the Washington County Highway Department

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing, and Zane Rowe, Deputy Director of Public Works - Highway

RECOMMENDED MOTION: Move to authorize, by Resolution, for the Washington County Highway Department to purchase four (4) New 2025 Trail King 40-ton Trailers TK40RB from Cleveland Brothers of Bridgeport, WV, for the amount of \$277,202, and to utilize another jurisdiction's contract (092922-TKI) that was awarded by Sourcewell to Trail King.

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 purchase 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 purchase 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 Highway Department and Purchasing Department. 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: These four (4) 2025, 40-ton trailers will be replacing five (5) 2007 25-ton Trail King trailers. The trailers meet/exceed the County's Vehicle and Equipment Types and Usage Guidelines for replacement, as well as addressing safety concerns with loading our current trailers with our pavers and rollers. The trailers being replaced will be sold on GovDeals.

FISCAL IMPACT: Funds are available in the Capital budget EQP042 under the Vehicle and Equipment Replacement Program.

CONCURRENCES: Division Director

ALTERNATIVES: N/A

ATTACHMENTS: Cleveland Brother Quote dated 7/10/25

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0203] Purchase of Four [4] New 2025 Trail King Trailers for the Washington County Highway Department)

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 Highway Department seeks to purchase four (4) new 2025 Trail King 40-ton Trailers TK40RB from Cleveland Brothers of Bridgeport, West Virginia, for the amount of \$277,202, and to utilize another jurisdiction's contract (092922-TKI) that was awarded by Sourcewell to Trail King.

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 Highway Department is hereby authorized to purchase four (4) new 2025 Trail King 40-ton Trailers TK40RB from Cleveland Brothers of Bridgeport, West Virginia, for the amount of \$277,202, and to utilize another jurisdiction's contract (092922-TKI) that was awarded by Sourcewell to Trail King.

Adopted and effective this ____ day of August, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND				
	BY:				
Dawn L. Marcus, County Clerk	John F. Barr, President				
Approved as to form					
and legal sufficiency:	Mail to:				
·	Office of the County Attorney				
	100 W. Washington Street, Suite 1101				
Zachary J. Kieffer	Hagerstown, MD 21740				
County Attorney					



TO: MARYLAND WASHINGTON COUNTY ROADS DEPARTMENT

> 601 NORTHERN AVE HAGERSTOWN, MD 21742

ATTENTION: Zane Rowe

ONE (1) NEW 2025 TRAILKING TK40RB TRAILER S/N N/A

102" overall width 8" Mill Channel Outer Rail

S7225 New CAT Yellow with black decals Bed travels rearward and tilts to achieve 7 deg load angle

Zinc-rich Primer 1 3/8" Apitong (raised) Red & white conspicuity markings 5 Pair bent D-rings

Registration holder H9700 Spring Suspension TK40RB Rollback Trailer; 40,000 lbs capacity (2) 22,500 lb. capacity axles

7' Drop Tongue, pintle eye with adjustable coupler; 16.5" -32" Hitch Height (Loaded)

Safety chains with hooks

Lockable tool box (N/A with SCU)

13HP Honda SCU installed in tool box area

25k Dual Landing legs includes 2-speed and an idler

28' Deck Length 4" Safety headboard 35.5" Loaded deck height

Floor plate on approach plate and fold under

17" hydraulic fold-down approach plate and underride

protection (10" ground clearance)

4" Full width I-beam crossmembers 16" OC bed

16" Manufactured I-Beam Mainframe

Air brakes 4S2M (12 1/4 x 7 1/2)

6.75 x 17.5 8-hole machined (SP) aluminum wheel (per wheel) ILO Std 6.75 x 17.5 8-hole steel disc wheel

DATE:

July 10, 2025

No Spare Wheel

49" Axle spacing

Continental 215/75R17.5 HTL2 - 18 ply

No Spare Tire Mudflaps

Combination midturn signal/center marker light

Grote LED Lights

7 Pole round electrical plug (standard with air brakes)

One pair oval quad flash amber strobes with switch (2 pair oval stop/turn/tail, 1 pair amber strobe furthest inboard,

and (3) penny ID lights at the rear)

Grote sealed electrical harness system

Selling Price: \$69,300.50

ONE (1) NEW 2025 TRAILKING TK40RB TRAILER S/N N/A

102" overall width 8" Mill Channel Outer Rail

S7225 New CAT Yellow with black decals Bed travels rearward and tilts to achieve 7 deg load angle

Zinc-rich Primer 1 3/8" Apitong (raised) Red & white conspicuity markings 5 Pair bent D-rings

Registration holder H9700 Spring Suspension TK40RB Rollback Trailer; 40,000 lbs capacity (2) 22,500 lb. capacity axles

7' Drop Tongue, pintle eye with adjustable coupler; 16.5" -

32" Hitch Height (Loaded)

Safety chains with hooks Lockable tool box (N/A with SCU) 49" Axle spacing

Air brakes 4S2M (12 1/4 x 7 1/2)

6.75 x 17.5 8-hole machined (SP) aluminum wheel (per

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00

DOCUMENTATION FEE WILL BE CHARGED IF NOT PAID IN FULL ON OR BEFORE 15 DAYS FROM DELIVERY DATE UNLESS

OTHERWISE NOTED ON THE SALES CONTRACT.

BY: Creed G Pletcher QN: S000231994

DELIVERY: LEAD TIME: To be determined at the time of order

ATTENTION: THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE OF THIS QUOTATION/OFFER TO SELL -- INCLUDING DISCLAIMERS OF WARRANTIES (INCLUDING MERCHANTABILITY). DISCLAIMERS OF TORT LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), LIMITATION OF REMEDIES AND EXCLUSIONS OF AND ANY ATTACHMENTS INCORPORATED HEREIN CONSTITUTE THE TERMS, CONDITIONS AND COVENANTS OF THIS QUOTATION/OFFER TO SELL.



TO: MARYLAND WASHINGTON COUNTY ROADS DEPARTMENT

601 NORTHERN AVE HAGERSTOWN, MD 21742

ATTENTION: Zane Rowe

13HP Honda SCU installed in tool box area

25k Dual Landing legs includes 2-speed and an idler

28' Deck Length 4" Safety headboard

35.5" Loaded deck height

Floor plate on approach plate and fold under

17" hydraulic fold-down approach plate and underride

protection (10" ground clearance)

4" Full width I-beam crossmembers 16" OC bed

16" Manufactured I-Beam Mainframe

wheel) ILO Std 6.75 x 17.5 8-hole steel disc wheel

DATE:

July 10, 2025

No Spare Wheel

Continental 215/75R17.5 HTL2 - 18 ply

No Spare Tire Mudflaps

Combination midturn signal/center marker light

Grote LED Lights

7 Pole round electrical plug (standard with air brakes)

One pair oval quad flash amber strobes with switch (2 pair oval stop/turn/tail, 1 pair amber strobe furthest inboard,

and (3) penny ID lights at the rear)
Grote sealed electrical harness system

Selling Price: \$69,300.50

ONE (1) NEW 2025 TRAILKING TK40RB TRAILER S/N N/A

102" overall width

S7225 New CAT Yellow with black decals

Zinc-rich Primer

Red & white conspicuity markings

Registration holder

TK40RB Rollback Trailer; 40,000 lbs capacity

7' Drop Tongue, pintle eye with adjustable coupler; 16.5" -

32" Hitch Height (Loaded) Safety chains with hooks

Lockable tool box (N/A with SCU)

13HP Honda SCU installed in tool box area

25k Dual Landing legs includes 2-speed and an idler

28' Deck Length
4" Safety headboard

35.5" Loaded deck height

Floor plate on approach plate and fold under

17" hydraulic fold-down approach plate and underride

4" Full width I-beam crossmembers 16" OC bed

protection (10" ground clearance)

16" Manufactured I-Beam Mainframe

5 Pair bent D-rings H9700 Spring Suspension (2) 22,500 lb. capacity axles

1 3/8" Apitong (raised)

8" Mill Channel Outer Rail

49" Axle spacing

Air brakes 4S2M (12 1/4 x 7 1/2)

6.75 x 17.5 8-hole machined (SP) aluminum wheel (per

Bed travels rearward and tilts to achieve 7 deg load angle

wheel) ILO Std 6.75 x 17.5 8-hole steel disc wheel

No Spare Wheel

Continental 215/75R17.5 HTL2 - 18 ply

No Spare Tire

Mudflaps

Combination midturn signal/center marker light

Grote LED Lights

7 Pole round electrical plug (standard with air brakes)

One pair oval quad flash amber strobes with switch (2 pair oval stop/turn/tail, 1 pair amber strobe furthest inboard,

and (3) penny ID lights at the rear)

Grote sealed electrical harness system

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00

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BY: Creed G Pletcher QN: S000231994

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TO: MARYLAND WASHINGTON COUNTY ROADS DEPARTMENT

601 NORTHERN AVE HAGERSTOWN, MD 21742

ATTENTION: Zane Rowe

Selling Price: \$69,300.50

ONE (1) NEW 2025 TRAILKING TK40RB TRAILER S/N N/A

102" overall width

S7225 New CAT Yellow with black decals

Zinc-rich Primer

Red & white conspicuity markings

Registration holder

TK40RB Rollback Trailer; 40,000 lbs capacity

7' Drop Tongue, pintle eye with adjustable coupler; 16.5" -

32" Hitch Height (Loaded) Safety chains with hooks

Lockable tool box (N/A with SCU)

13HP Honda SCU installed in tool box area

25k Dual Landing legs includes 2-speed and an idler

28' Deck Length 4" Safety headboard 35.5" Loaded deck height

Floor plate on approach plate and fold under

17" hydraulic fold-down approach plate and underride

protection (10" ground clearance)

4" Full width I-beam crossmembers 16" OC bed

16" Manufactured I-Beam Mainframe

8" Mill Channel Outer Rail

Bed travels rearward and tilts to achieve 7 deg load angle

DATE:

July 10, 2025

1 3/8" Apitong (raised) 5 Pair bent D-rings

H9700 Spring Suspension (2) 22,500 lb. capacity axles

49" Axle spacing

Air brakes 4S2M (12 1/4 x 7 1/2)

6.75 x 17.5 8-hole machined (SP) aluminum wheel (per wheel) ILO Std 6.75 x 17.5 8-hole steel disc wheel

No Spare Wheel

Continental 215/75R17.5 HTL2 - 18 ply

No Spare Tire Mudflaps

Combination midturn signal/center marker light

Grote LED Lights

7 Pole round electrical plug (standard with air brakes)

One pair oval quad flash amber strobes with switch (2 pair oval stop/turn/tail, 1 pair amber strobe furthest inboard,

and (3) penny ID lights at the rear)
Grote sealed electrical harness system

Selling Price: \$69,300.50

Equipment Summary:

TRAILKING LIST PRICE \$76,530.00

LESS SOURCEWELL DISCOUNT (15%) \$11,475.50

FREIGHT \$2,000.00 PREP \$ 750.00 DELIVERY \$1,500.00

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

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BY: Creed G Pletcher QN: S000231994

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DATE:

July 10, 2025

TO: MARYLAND WASHINGTON COUNTY ROADS DEPARTMENT

601 NORTHERN AVE

HAGERSTOWN, MD 21742

ATTENTION: Zane Rowe

Finance Summary:

Selling Price \$277,202.00

AVAILABLE UNDER THE SOURCEWELL AGREEMENT 092922-TKI

MARYLAND SOURCEWELL MEMBERSHIP 157786

THE FOREGOING QUOTATION IS EFFECTIVE FOR 30 DAYS.

STANDARD TERMS: SUBJECT TO CREDIT APPROVAL: NET 10 DAYS. UCC-1 FINANCING STATEMENT WILL BE FILED AND A \$400.00

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CONSTRUCTION EQUIPMENT TERMS AND CONDITIONS

MANUFACTURER'S WARRANTY

The New Equipment or New Parts quoted herein ("New Products") MAY be subject to certain express warranties of that MANUFACTURER. Any MANUFACTURER'S New Product is subject to a warranty if any, SOLELY BY THE MANUFACTURER. CUSTOMER, BY ACCEPTING THIS QUOTATION/OFFER TO SELL, ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS AND ACCEPTS MANUFACTURER'S WARRANTY (WARRANTIES) APPLICABLE TO THE MANUFACTURER'S NEW PRODUCTS.

USED PRODUCTS

If equipment or parts other than New Products ("Used Products"), are being quoted herein, such Used Products are sold on an AS-IS basis, without any warranty whatsoever, except as may be expressly stated on the face hereof.

CLEVELAND BROTHERS' WARRANTIES

Cleveland Brothers gives, in respect to the New Products of Cleveland Brothers (i.e., exchange components or assemblies rebuilt by Cleveland Brothers) sold, and work performed, under the terms of this Quotation/Offer to Sell
"Work" -- SUBJECT TO CUSTOMER'S ADHERENCE TO CUSTOMER'S RESPONSIBILITIES, AS PROVIDED IN THE PARAGRAPH SO TITLED BELOW -- the following express warranties:

- 1) Cleveland Brothers warrants the labor involved in any Work to be free from workmanship deficiency that will cause the Product to be defective as follow
- a. Flat rate or quoted fixed price Work is warranted for one hundred eighty (180) days from the date such Work is completed:
- b. Time and material hourly Work is warranted for ninety (90) days from the date such Work is completed; and c. Special terms expressly stated on the face hereof;
- 2) Cleveland Brothers warrants any New Products of Cleveland Brothers that are used in any Work -- for one
- hundred eighty (180) days from the date such Work is completed -- to be free from defects in materials and
- 3) If any Work fails to conform to these warranties, Cleveland Brothers will, at a location of Cleveland Brothers' choice and during Cleveland Brothers' normal working hours, replace any defective parts or correct any deficiencies in workmanship if such defects in parts or deficiencies in workmanship are verified by the inspection of an authorized Cleveland Brothers employee. Such replacement of parts or correction of deficiencies in workmanship will be initiated as soon, after verification, as manpower and necessary parts and equipment are available to Cleveland Brothers.

DISCLAIMER OF OTHER WARRANTIES

THE WARRANTIES CLEVELAND BROTHERS GIVES IN THE IMMEDIATELY PRECEDING PARAGRAPH ARE EXCLUSIVE. CLEVELAND BROTHERS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

SAFETY AND HEALTH STANDARDS

Use of the Products ordered herein may require Customer to comply with various federal, state or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). CUSTOMER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT). MAY DICTATE, NOTWITHSTANDING THAT CLEVELAND BROTHERS MAY NOT PROVIDE SUCH GUARRS OR DEVICES WITH THE PRODUCTS ORDERED HEREIN. CUSTOMER HEREBY RELEASES CLEVELAND BROTHERS AND CLEVELAND BROTHERS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE PRODUCTS ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

DISCLAIMER OF TORT LIABILITY

Customer specifically understands and agrees that Cleveland Brothers, and Cleveland Brothers' officers, agents and employees, shall not be liable in tort — whether based on strict liability, or any other theory of tort liability — for any action or failure to act in respect to the manufacture of the Products quoted herein, or for any action or failure to act in respect to the workmanship involved in Products used in any Work. IT IS THE PARTIES' INTENT AND THE INTENT OF THIS PROVISION TO ABSOLVE AND PROTECT CLEVELAND BROTHERS AND CLEVELAND BROTHERS' OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL TORT LIABILITY

EXCLUSIVE REMEDY AND **EXCLUSION OF CONSEQUENTIAL DAMAGES**

Customer specifically understands and agrees that Customer's sole and exclusive remedy for breach of warranty defective Work, tortious conduct or any other cause of action against CLEVELAND BROTHERS or CLEVELAND BROTHERS or CLEVELAND BROTHERS or CLEVELAND BROTHERS. It is a provided in the express warranties contained in the paragraph above titled "CLEVELAND BROTHERS' Warranties." CUSTOMER SPECIFICALLY UNDERSTANDS paragraph above titled "CLEVELAND BROI HERS WARATRIBES." CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, FOR ANY CAUSE WHATSOEVER, OR INJURY TO PERSONS (INCLUDING DEATH RESULTING THEREFROM) OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) SHALL BE AVAILABLE.

CUSTOMER'S RESPONSIBILITIES

- 1) Customer will at all times operate and maintain the Products in accordance with the instructions outlined in the Maintenance and Operation Instruction Book furnished at time of purchase.
- 2) Any damage to the Products that results from Customer's continued use of the Products after a defect has been recognized by Customer is Customer's sole responsibility and Cleveland Brothers has no responsibility to repair or correct any damage that results from Customer's continued use of the Products after a defect has been recognized by Customer.
- 3) Customer shall be liable to Cleveland Brothers for all expenses incurred by Cleveland Brothers if servicemen are called to the job by the Customer and Customer refuses to permit the requested work to be performed.
- 4) Customer shall make payment for all Products and/or all Work in accordance with the credit and payment policies of Cleveland Brothers that are in effect at the time the Products are sold or the Work is performed
- 5) Customer grants Cleveland Brothers the right to operate Customer's equipment for purposes of testing or inspecting the Product at Cleveland Brothers' location or at Customer's location

OTHER TERMS AND CONDITIONS

 OFFER AND ACCEPTANCE: This Quotation/Offer to Sell is not an acceptance of the terms and conditions of any prior or subsequent offer or order of Customer and any such terms and conditions are expressly rejected. This Quotation/Offer to Sell is an offer by Cleveland Brothers to Customer. Customer, by accepting this Quotation/Offer to Sell, accepts Cleveland Brothers' offer contained herein and such acceptance of this offer is expressly limited to its terms. Any subsequent submission of an order or similar document to Cleveland Brothers covering the Products or Work quoted herein also constitutes an unqualified acceptance of this offer notwithstanding terms and

conditions in said order or other document to the contrary. Under no circumstances shall any terms and conditions of Customer's business forms that are inconsistent with the terms and conditions of this Quotation/Offer to Sell become part hereof. Upon acceptance, this Quotation/Offer to Sell shall become the final written expression of agreement between Cleveland Brothers and Customer, constituting the entire contract between Customer and Cleveland Brothers and superseding all previous communications, either verbal or written. This Quotation/Offer to Sell may be modified only by a writing signed by a corporate officer of Cleveland Brothers. Reference herein to any order or other communication is only for the purpose of identifying the Products or Work ordered. Notwithstanding the foregoing, Cleveland Brothers reserves the right to correct minor errors and omissions committed by Cleveland Brothers' employee while competing this Quotation/Offer to Sell. This right to correct includes, but is not limited to, sales tax, freight, insurance, filing fees, spelling, serial numbers, legal name, payment dates, etc. Such errors will be unilaterally corrected by Cleveland Brothers.

- 2) PRICE: The price of the Products and Work quoted herein, as stated above, is subject to change without notice. The actual sales price of the Products and Work shall be Cleveland Brothers' price in effect at the date of acceptance. If transportation charges are not included in the price of the Products and Work, as quoted above, the same shall be paid by Customer upon delivery. Transportation charges shall include all switching, spotting, drayage, demurrage and other transportation charges or taxes incurred at destination. Customer shall pay, in addition to the sales price applicable at the time of delivery, all excise, privilege, occupational, sales, use, personal property and other taxes, whenever due, and in the event the same are paid by Cleveland Brothers, Customer will eimburse Cleveland Brothers for the cost thereof forthwith upon demand by Cleveland Brothers
- 3) CUSTOMER'S CREDIT: This Quotation/Offer to Sell contemplates a security interest in the Product, is subject to Cleveland Brothers' approval of Customer's credit on the actual delivery date, and Cleveland Brothers reserves the right to restrict the contract resulting from the acceptance hereof to a cash sale or to specify all credit terms and the security to be given for the extension of credit. Customer shall sign such security documents and financing statements as required by Cleveland Brothers. If Customer fails to make payments in accordance with the terms of the contract resulting from this Quotation/Offer to Sell, Cleveland Brothers may at its election defer any further shipments under such contract or terminate this Quotation/Offer to Sell and the contract resulting from the acceptance hereof and in any such case Customer waives all claims against Cleveland Brothers.
- 4) LATE PAYMENT AND/OR NONPAYMENT BY CUSTOMER: In the event that the invoice applicable to the Products and/or Work described herein is not paid by Customer by said invoice's due date, Customer shall pay a late/service charge of up to 3% of the total invoice amount for each month that said invoice remains unpaid. event of nonpayment by Customer, the cost incurred by CLEVELAND BROTHERS in collecting the indebtedness, including attorneys' fees and expenses, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to CLEVELAND BROTHERS. The remedies provided by this paragraph are not exclusive and CLEVELAND BROTHERS may elect other remedies at law or in
- 5) RISK OF LOSS AND TITLE: All risk of loss or damage to the Products shall pass to Customer upon delivery by Cleveland Brothers to a carrier for shipment. Title to the Products shall pass to Customer upon receipt by Cleveland Brothers of payment in full.
- 6) LAWS GOVERNING -- EXCLUSIVE VENUE -- STATUTE OF LIMITATIONS -- AND SEVERABILITY: This Quotation/Offer to Sell shall be governed by and construed under the laws of the Commonwealth of Pennsylvania notwithstanding delivery by Cleveland Brothers in a state other than Pennsylvania. Any suit by Cleveland Brothers may be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania. The Customer hereby knowingly and for due consideration agrees to the jurisdiction of the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania and waives all rights to contest the jurisdiction of these Courts. Any suit by Customer for breach of contract, for any alleged tortious conduct or any claim whatsoever brought in law or equity must be filed within one year from the date the cause of action accrued or be forever barred. Any such suit by Customer must be brought in the United States District Court for the Western District of Pennsylvania at Pittsburgh or the Court of Common Pleas of Allegheny County, Pennsylvania, if any provision of this Quotation/Offer to Sell shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Quotation/Offer to Sell shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 7) SECURITY INTEREST: Without waiving any rights to elect to proceed under applicable lien laws, the Customer grants a security interest in the Products furnished hereunder until the agreed price has been fully paid in United States currency; and in the event of a default in payment, Cleveland Brothers shall have all rights of repossession and other rights available to a secured party under the applicable laws. Customer will pay all costs of filling any financing, continuation or termination statement with respect to the purchase money security interest created hereby, and Cleveland Brothers is hereby irrevocably appointed Customer's attorney in fact to do all acts and things which Cleveland Brothers may deem necessary to perfect and continue the perfection of its purchase
- 8) PRODUCT LINK: In the event equipment is equipped with Product Link, Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Customer understands data concerning equipment, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to enhance service and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: service meter hours, fault codes, emissions data, fuel usage, software and hardware version numbers, and installed attachments. Caterpillar Inc. recognizes and respects customer privacy. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure.
- 9) TRADES: Customer warrants and represents to Cleveland Brothers that it has good title to any equipment to be traded in and that at the time of transfer to Cleveland Brothers it shall have full authority and right to trade-in any such equipment. Customer further warrants and represents that any equipment to be traded in is free and clear of any liens, encumbrances, and security interests and/or that it has received authorization from any secured party to dispose of the equipment free of any security interest. Customer hereby agrees to defend, indemnify and hold Cleveland Brothers harmless from any damage, loss, cost, or expense, including reasonable attorneys' fees, caused by, arising from, or related to any claims of anyone with respect to either the title, liens, encumbrances or security interest on or in any equipment being traded in. These warranties and representations shall survive in perpetuity.

Customer:	
By:	Date:
Title:	
Manager's Signature:	

Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0204) Line Striping of County Roads

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director, Purchasing Department; Zane Rowe, Deputy Director, Public Works Highway; Doug Levine, Traffic Supervisor, Highway Department.

RECOMMENDED MOTION: To authorize by Resolution, for the Highway Department to utilize the Howard County, Maryland line striping contract 4400004812 / PA-096-2023 with Alpha Space Control, LLC. of Chambersburg, PA for line striping of 1,635,514 linear feet at \$.107 a linear foot on various roads within the County in the amount of \$175,000.

REPORT-IN-BRIEF: The Code of Public Laws of Washington County, Maryland (the Public Local Laws) 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 part to the original contract. Howard County Maryland solicited the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this service in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of this service because of the economies of scale this contract has leveraged. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting, and evaluating a bid. Acquisition of this service by utilizing the Howard County Maryland contract and eliminating our County's bid process would result in administrative and cost savings for the Highway Department in preparing specifications and the Purchasing Department.

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's account 515000-20-20050 for these services.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Resolution No. RS-2025 (Intergovernmental Cooperative Purchase [INTG-

25-0204] Line Striping Contract) and Alpha Space Control - Quote 2389 dated 7/21/25

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0204] Line Striping of County Roads

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 Highway Department seeks to utilize the Howard County, Maryland line striping contract (4400004812 / PA-096-2023) with Alpha Space Control, LLC, of Chambersburg, Pennsylvania, for line striping of 1,635,514 linear feet at \$.107 per linear foot on various roads within the County for the total cost of \$175,000.00.

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 Highway Department is hereby authorized to utilize the Howard County, Maryland line striping contract (4400004812 / PA-096-2023) with Alpha Space Control, LLC, of Chambersburg, Pennsylvania, for line striping of 1,635,514 linear feet at \$.107 per linear foot on various roads within the County for the total cost of \$175,000.00.

Adopted and effective this ____ day of August, 2025.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND				
	BY:				
Dawn L. Marcus, County Clerk	John F. Barr, President				
Approved as to form					
and legal sufficiency:	Mail to:				
	Office of the County Attorney				
	100 W. Washington Street, Suite 1101				
Zachary J. Kieffer	Hagerstown, MD 21740				
County Attorney					

ESTIMATE



Alpha Space Control, LLC 1580 Gabler Road Chambersburg, PA 17201 P: (717) 263 - 0182 www.alphaspacecontrol.com Date: 07/21/2025

Estimate #: 2389 Terms: Net 30

Brad Garner Sales Rep: Rich Pryor **Estimator:**

Phone: **Email:**

Customer Name/Address Project Information Customer Name: WASHINGTON COUNTY MD **Project:** PROJ1835 2025 TRAFFIC MAŔKINGS Address: 601 NORTHERN AVENUE Address: 601 NORTHERN AVENUE City/State: HAGERSTOWN, MD 21740 City/State: HAGERSTOWN, MD 21740 **Contact: Contact:**

Quantity Unit Description **Unit Price Amount** 1,435,514 Linear Ft Road striping MD 5" single yellow waterborne \$0.107 \$153,600.00 200,000 Road striping MD 5" single white waterborne \$0.107 Linear Ft \$21,400.00 WAGE SCALE: No **Subtotal** \$175,000.00

> **TAX TOTAL** \$0.00 **Total** \$175,000.00

IF THE ABOVE ESTIMATE IS AGREED TO, PLEASE SIGN, DATE AND RETURN THE ORIGINAL COPY. RETAIN DUPLICATE COPY FOR YOUR FILES. WE RESERVE THE RIGHT TO WITHDRAW THIS ESTIMATE IF NOT ACCEPTED WITHIN 30 DAYS.

Customer Signature:	Date:



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1751) – East Side Terminal Expansion/Rehabilitation at the Hagerstown Regional Airport

PRESENTATION DATE: August 26, 2025

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

RECOMMENDED MOTIONS: Motion 1: Move to award the contract for East Side Terminal Building Expansion/Rehabilitation Base Bid and Add Alternate #1 to Callas Contractors, LLC of Hagerstown, MD, for the total price of \$3,287,000.00 and to execute Contract Change Order #1 in the amount of -\$102,930 removing the value of furnishings from the base bid project cost so they may be rebid under a separate contract.

Motion 2: Move to empower the BOCC President to execute a proposal from ADCI, Inc. to provide Construction Phase Services in the amount of \$652,207.

REPORT-IN-BRIEF:

The County accepted bids on June 27, 2025. The Invitation to Bid (ITB) was advertised on the State of Maryland's (eMMA) "eMaryland Marketplace Advantage" website, on the County's website, in the local newspaper, and on the County's new online bidding site, Ionwave. Seventy-Six (76) persons/companies registered/downloaded the bid document online. Four (4) bids were received.

DISCUSSION:

The Terminal Building Expansion/Rehabilitation project includes a base bid for the addition of 4,800 sf of new floor area, add alternate #1 for the selective demolition and renovation of 1,200 sf of existing airline service support space, and add alternate #2 for the replacement of fixed seating in the existing passenger hold room. Due to a Federal Aviation Administration (FAA) grant reimbursement eligibility determination concerning the furnishings related to the specifications and bid prices received in add alternate #2; add alternate #2 is not recommended for award and furnishings included in the base bid represented by Contract Change Order #1 are removed from the contract and will be readvertised together in a new stand-alone bid. The FAA and Maryland Aviation Administration (MAA) have provided grant concurrence for the recommended award. The furnishing costs are included in the grant funding being received for this project and it is anticipated that the FAA/MAA will provide concurrence for the repackaged furniture bid at a later date

The request includes a construction phase services fee proposal approval for ADCI, Inc. The \$652,207 fee was determined to be reasonable by the Airport and within the limits established by a recently completed Independent Fee Estimate (IFE). The airport is in receipt of related grant awards from the FAA and Maryland Aviation Administration (MAA). The FAA and MAA have reviewed and concurred with the proposed awards to Callas Contractors, LLC and to ADCI, Inc.

ADCI, Inc. serves as the Airport's contracted On-Call Consultant/Engineer of Record and was previously selected under solicitation PUR-1714.

FISCAL IMPACT: Funding for this project is budgeted within the Airport's "BLD115" Budget. 515000-35-45010-BLD115-CNST-000000.

Refer to the attached Cost Summary Table. The anticipated total project funding source breakdown is as follows.

FAA \$4,346,211

(95% of FAA eligible expenses, 84.20% of total project cost)

Maryland Aviation Admin (State Match) \$472,016 (9.14% - Concurrence Received)

Local Share \$ 343,607 (6.66%) Total \$ 5,161,834.00

Maximum funding sources available under BLD115:

FAA: \$5,250,000

State: \$506,250 (2.5% of FAA Grant + 75% or \$375,000 max of non-FAA eligible grant items)

Local: \$2,253,000

CONCURRENCES: Brandi Naugle, CPPO, Director of Purchasing; Michelle Gordon, County Administrator, Kelcee Mace, Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation, Cost Summary Table, Calculation of Federal Grant Chart, ADCI Task Order No. 6 Contract Change Order #1.

AUDIO/VISUAL NEEDS: N/A

PUR-1751 Airport Expand, Rehabilitate Terminal Building East

				Callas Contractors, LLC		Waynesboro Construction Co.,		United Entrprises		F.H. Paschen, S.N. Nielsen &	
				Total Price	\$3,851,000.00	Total Price	\$4,029,199.00	Total Price	\$4,385,851.00	Total Price	\$4,936,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1											
1	Terminal Building Expansion	1	Amount	\$2,924,000.00	\$2,924,000.00	\$3,495,000.00	\$3,495,000.00	\$3,636,741.00	\$3,636,741.00	\$4,186,000.00	\$4,186,000.00
,	Add Alternate No. 1 - Interior										
2	Renovations	1	Amount	\$363,000.00	\$363,000.00	\$153,110.00	\$153,110.00	\$206,559.00	\$206,559.00	\$192,000.00	\$192,000.00
3	Add Alternate No. 2 - New										
	Seating in Existing Hold Room	1	Amount	\$564,000.00	\$564,000.00	\$381,089.00	\$381,089.00	\$542,551.00	\$542,551.00	\$558,000.00	\$558,000.00

TASK ORDER NO: 6 PROFESSIONAL SERVICES AGREEMENT: PUR-1714



PROJECT TITLE:	Expand/Rehabilitate Terminal Building East - CA/CMI Services
AIRPORT:	Hagerstown Regional Airport – Richard A. Henson Field (HGR)
PROJECT NO:	County PO No.: Pending FAA Grant No.: Pending State Grant No.: Pending
DATE OF ISSUANCE:	05/23/25
METHOD OF PAYMENT:	Design/Bidding - Lump Sum Construction - Pending
TASK ORDER AMOUNT:	Design/Bidding - \$0.00 Construction - \$652,207.00 Task Order Total: \$652,207.00
PROJECT DESCRIPTION:	See the attached ADCI's Scope of Work and Price Proposal.
ATTACHMENTS:	РО

The original Agreement for Professional Services between Board of County Commissioners of Washington County, Maryland (County) and Airport Design Consultants, Inc. (ADCI) for professional services at the Hagerstown Regional Airport – Richard A. Henson Field (HGR) dated January 27, 2025 shall govern all task orders executed under this agreement unless modified in writing and agreed to by the County and ADCI. The current Federal Contract Provisions have been included in Attachment A and are herewith being made a part of this Task Order Proposal.

APPROVED

ACCEPTED

by:

Ronald N. Morris, PE, CM for Mahesh S. Kukata, P.E Vice President Airport Design Consultants, Inc 6031 University Blvd, Suite 330

Ellicott City, MD 21043

by:

John F, Barr

President

Board of Commissioners of Washington County, Maryland
Washington County Administration Complex

100 W. Washington St.

Hagerstown, MD 21740

Cost Classification	Latest Approved Amount	Adjustment + or (-)Amount	Total	
	(Use only for revisions)	(Use only for revisions)	Amount Required	
Administration expense	\$	\$	\$10,000.00	
2. Preliminary expense (IFEs)			\$8,750.00	
Land, structures, right-of-way			\$0.00	
4. Architectural engineering basic fees (Design)			\$639,207.00	
5. Other Architectural engineering fees (CMI)			\$652,207.00	
6. Project inspection fees			\$0.00	
7. Land development			\$0.00	
8. Relocation Expenses			\$0.00	
Relocation payments to Individuals and Businesses			\$0.00	
10. Demolition and removal			\$0.00	
11. Construction and project improvement			3,851,000.00	
12. Equipment			\$0.00	
13. Miscellaneous			\$0.00	
14. Subtotal (Lines 1 through 13)			\$5,161,164.00	
15. Estimated Income (if applicable)			\$0.00	
16. Net Project Amount (Line 14 minus 15)			\$0.00	
17. Less: Ineligible Exclusions			\$498.673.00	
18. Subtotal (Lines 16 through 17)		3 5	\$4,662,491.00	
19. Federal Share requested of Line 18			\$4,430,002.00	
20. Grantee share			\$307,937.00	
21. Other shares			\$423,895.00	
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$	\$	\$5,161,834.00	

Expand Terminal Building (4,800 S.F.) (Design and Construction)					
Administrative Expense		Notes			
Misc	\$ 10,000.00	Unknown miscellaneous cost (AIP Eligible)			
Preliminary Expense					
IFE Design	\$ 6,250.00	Known miscellaneous cost (AIP Eligible)			
IFE Construction	\$ 2,500.00	Known miscellaneous cost (AIP Eligible)			
Other A/E Fees	;				
Design	\$639,877.00	Known Design cost (AIP Eligible)			
CMI/CA	\$ 652,207.00	Known CMI/CA cost (AIP Eligible)			
Construction and Project Improveme	nt				
Base Bid (Expand Terminal)	\$2,924,000.00	Eligilbility of space is 95.36% AIP and 4.64% Non-AIP			
Add Alt. #1 (Existing Space	\$363,000.00				
Renovation)		State Match Max (\$375,000.00)			
Add Alt. #2 (Hold room seating)	\$564,000.00	100% AIP Eligible			
AIP (95.36%)	\$ 3,352,326.40	Part of Terminal Building Construction that is AIP Eligible (Base Bid and Add Alt. #2)			
Non-AIP (4.64%)	\$ 498,673.60	Part of Terminal Building Construction that is NOT AIP Eligible (Portion of Base Bid and Add Alt #1)			
Grant Cost Breakdown					
Total AIP Eligible (Admin, Prelim, Design,	\$1,310,834.00	Sum of IFE, Misc, Des, CMI/CA, AIP(100%)			
CM)					
Total AIP Eligible (Construction)	\$ 3,352,326.40	Sum of Construction Expand Term AIP(95.36%), and Hold Room AIP(100%)			
Total Non-AIP Eligible (Construction)	\$ 498,673.60	Sum of Base Bid - Construct Non-AIP Eligible(4.64%) and Add Alternate #1 - Construct MAA (100%)			
Federal Share (95%)	\$ 4,430,002.38	95% of the Total AIP Eligible			
State Share	\$ 423,894.96	State Match (2.5% of AIP Eligible Construction and 75% or \$375,000 max of Non-AIP Construction)			
Applicant Share (5%)	\$ 307,936.66	Total Project minus Federal Share & State Share			
Total Project	\$ 5,161,834.00	Sum of IFE, Misc, Des, CMI/CA, AIP(100%), Non-AIP(75%), AIP Expansion Constr.(95.36%)			

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND CONTRACT CHANGE ORDER

DATE: August 12, 2025

CONTRACT: Hagerstown Regional Airport (HGR)
Expand/Rehabilitate Terminal Building East

ional Airport (HGR) CHANGE ORDER NO.: ONE (1)

CONTRACT NO.: PUR-1751 FAA ATP NO.: 3-24-0019-72-2025 CONTRACTOR: Callas Contracting, LLC

REASON FOR CHANGE: See ATTACHMENT 1.

ITEM NUMBER	SPEC. NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	AS-BID UNIT PRICE	AS-BID SUBTOTAL	CHANGE UNIT COST	CHANGE SUBTOTAL	DIFFERENCE
		BASE BID							
1		Terminal Building Expansion	LS	1	\$2,924,000.00	\$2,924,000.00	\$2,821,071.00	\$2,821,071.00	-
				Subtotal A:		\$2,924,000.00		\$2,821,071.00	-\$102,929.00
	ADD ALTERNATE #1								
2		Interior Renovations	LS	1	\$363,000.00	\$363,000.00	\$363,000.00	\$363,000.00	-
				Subtotal B:		\$363,000.00		\$363,000.00	-
				Total:		\$3,287,000.00		\$3,184,071.00	-\$102,929.00

ORIGINAL CONTRACT AMOUNT	\$3,287,000.00
NET CHANGE IN CONTRACT AMOUNT	-\$102,929.00
TOTAL REVISED CONTRACT AMOUNT	\$3,184,071.00
TOTAL PERCENT CHANGE FROM ORIGINAL CONTRACT AMOUNT	-3.13%
CLIDDENIT CONTRACT TIME	200

CURRENT CONTRACT TIME	365
NET CHANGE IN CONTRACT TIME	0
TOTAL REVISED CONTRACT TIME	365

APPROVAL: IT IS HEREBY ACKNOWLEDGED THAT ALL WORK AUTHORIZED UNDER THIS CHANGE DIRECTIVE SHALL BE EXECUTED UNDER THE APPLICABLE CONDITIONS OF THE CONTRACT DOCUMENTS AND IS SUBJECT TO FUNDING APPROVAL BY THE FEDERAL AVIATION ADMINISTRATION (FAA) AND/OR MARYLAND AVIATION ADMINISTRATION (MAA).

ACCEPTED BY:

	CONTRACTOR: Callas Contracting, LLC		
Signature:		Date	
Written Name:			
	OWNER: Board of County Commissioners of Washington County, Maryland		
Signature:		Date	_
Written Name:			
	ENGINEER/CONSTRUCTION MANAGER: Airport Design Consultants, Inc. (ADCI)		
Signature:	Hansel N. Maris	08/12/2025 Date	<u>.</u>
Written Name:	Ronald N. Morris, P.E., C.M.		
	FEDERAL AVIATION ADMINISTRATION (FAA)		
Signature:		Date	
Written Name:		Suic	



CHANGE ORDER NO. ONE (1)

ATTACHMENT 1

Airport: Hagerstown Regional Airport (HGR)

Project: Expand/Rehabilitate Terminal Building East (PUR-1751)

FAA ATP No. 3-24-0019-72-2025 Date: August 12, 2025

A. JUSTIFICATION FOR THE CONSTRUCTION CHANGE ORDER:

1. Adjustment to Base Bid - Fixed Seating Removal from Project

The purpose of this change is to adjust the Base-Bid amount due to the removal of the fixed seating portion of the project. The Base-Bid will be adjusted by the amount as agreed to by the Contractor and Construction Manager (CM). The fixed seating proposed in the terminal expansion will be combined and rebid with Add Alternate No. #2, that was included in the contract documents but not awarded for the replacement of the fixed seating in the existing airport hold room.

B. COST REASONABLENESS:

1. Adjustment to Base Bid - Fixed Seating Removal from Project

Based on our independent evaluation of the cost for the proposed removal of the fixed seating portion of the project, the negative change in contract price of \$102,930.00 provided is deemed reasonable when compared to the bid prices received for the fixed seating with Add Alternate #2.

C. CONSEQUENCES OF CHANGE ORDER:

1. Contract Time Adjustment

It was discussed and agreed that the contract time required for the installation of the fixed seating would be concurrent with other major contract items and considered incidental to the overall contract time; therefore, no adjustments are required.

2. Engineering Agreement Modifications

Contract Time has not been extended. Therefore, no additional CA or CM Services are required.

D. CONFORMANCE TO AIP STANDARDS AND REGULATIONS:

1. Procurement Standards and Requirements.

The purpose of this change is for compliance with 2 CFR § 200.320(f) based on a determination made by the FAA that the bid for these items did not meet the intent of this requirement for open competition.

E. SUPPORTING DOCUMENTATION

1. Adjustment to Base Bid – Fixed Seating Removal from Project

The basis for this Change Order is derived from plan changes, prepared by the Architect / Engineer, and attached to this Change Order. See attached correspondence for agreement of the deduction to be made to the base bid contract for the removal of the fixed seating from the contract.

F. SKETCHES/DIAGRAMS/DRAWINGS

2. Adjustment to Base Bid - Fixed Seating Removal from Project

The following plans have been revised as a result of this Change:

A1.3 ENLARGED FLOOR PLAN AT NEW WORK



CHANGE ORDER NO. ONE (1)

ATTACHMENT 1

Airport: Hagerstown Regional Airport (HGR)

Project: Expand/Rehabilitate Terminal Building East (PUR-1751)

FAÁ ATP No. 3-24-0019-72-2025 Date: August 12, 2025

A4.2 BUILDING SECTION A4.3 BUILDING SECTION

G. CONSTRUCTION SAFETY PHASING PLAN (CSPP) REVISIONS:

All requirements of the approved CSPP and Contractors Safety Plan Compliance Document (SPCD) remain unchanged.

Agenda Report Form

Open Session Item

SUBJECT: Potomac Edison Easement Request

PRESENTATION DATE: August 26, 2025

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

RECOMMENDED MOTION: Move to approve the easement and to authorize the execution of the necessary documentation to finalize the easement.

REPORT-IN-BRIEF: Potomac Edison has requested an easement for an underground circuit along road frontage of Black Rock Golf Course. The easement would be 10 feet in width.

DISCUSSION: The installation of the line is expected to begin in September and will be underground. Where physically possible the boring of any road or driveway crossings would occur. If rock becomes an issue, Potomac Edison would coordinate utility crossings by open-cut with half lane closures one side at a time, or after hours work to minimize disruption.

FISCAL IMPACT: N/A

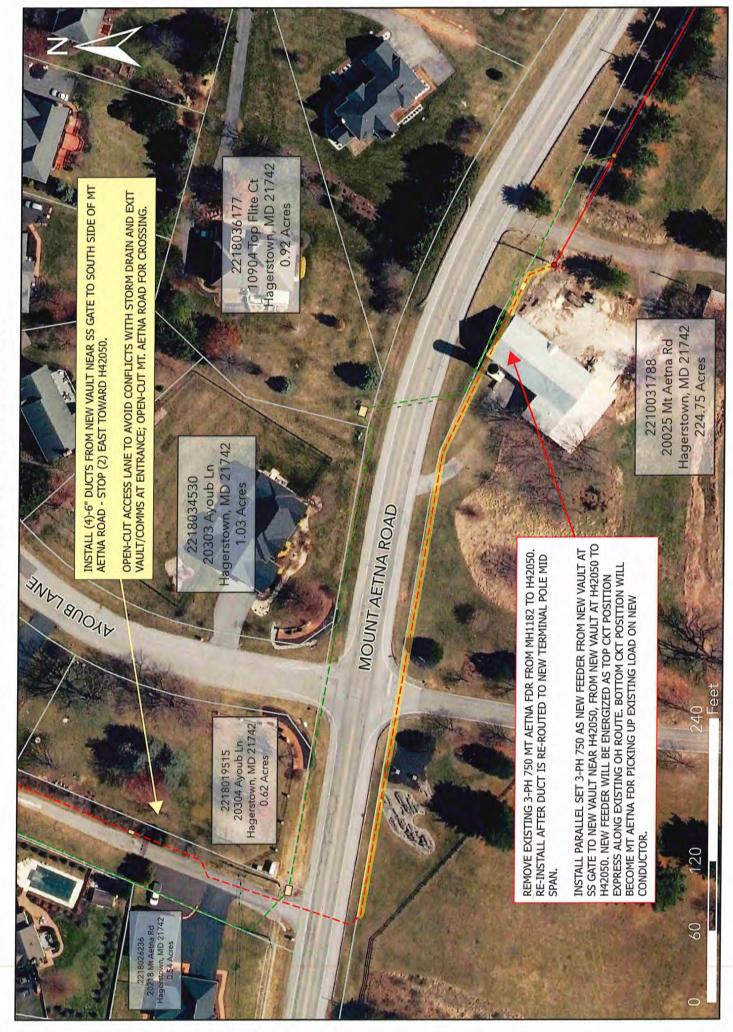
CONCURRENCES: N/A

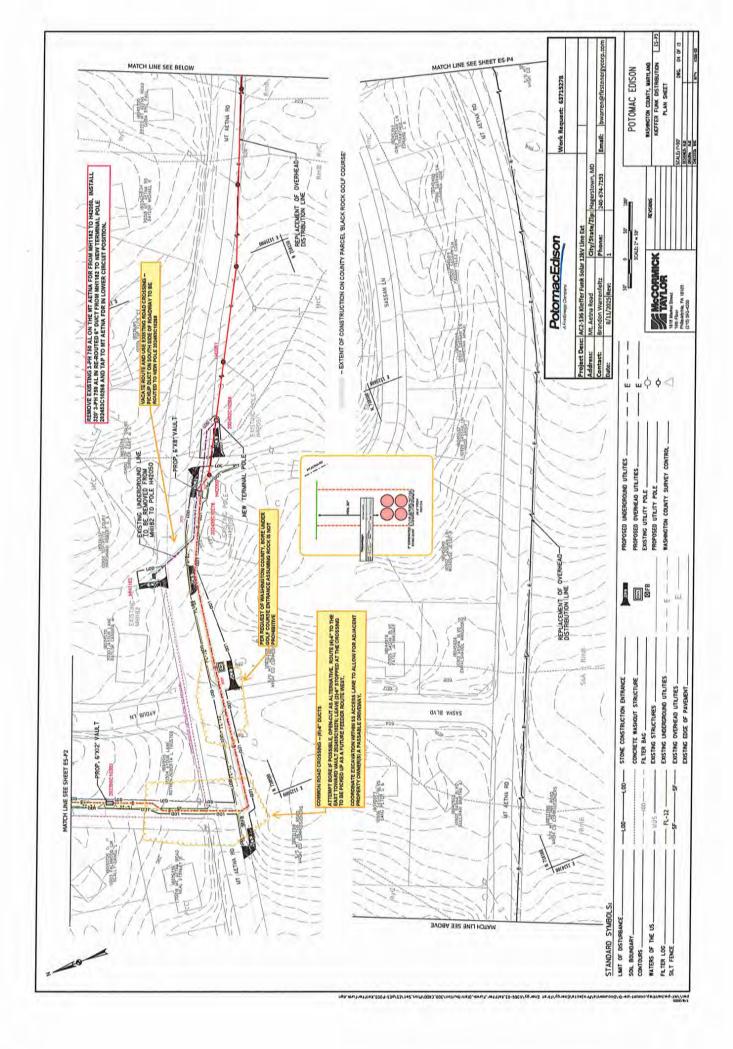
ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Drawing, Right-of-Way Agreement

AUDIO/VISUAL NEEDS: Aerial Map

Mt Aetna Road Easement





The Potomac Edison Company TM RIGHT-OF-WAY AGREEMENT (Distribution) (MD and WV) FORM NO. X-4216 (REV. 11-15) Page 1 of 2

contained, I/we, Board of Co	unty Commissioners of V	lashington County	d of the covenants and agreements herein
			a Maryland and Virginia corporation, it
successors and assigns, (the "C		ten	feet (10 "
			aintaining an overhead and/or underground
			res, trenches, conduits, cables, and other
			ch I/we have any interest, situated in
	District ofWa		County, State of Maryland,
acquired by me/us from	Board of Co	unty Commissioners of	
by deed dated the 31st	day ofN	<u>larch</u> , of red	cord in <u>2025</u> Book No. <u>7651</u>
Pageof the land	records of Was	nington County	y, State of Maryland
together with right of ingress t	to and egress from said rig	ht-of-way at all times or	ver the lands of Grantors; said system and
easement to be located as ind	icated on Company's Drav	ving No637	15278 , which is incorporated
•	her attached hereto or file	d in Company office,	said right-of-way being more particularly
described as follows:			
on, under and across the pro	perty of the undersigned	with said easement rou	ited parallel to the public roadway
		imately 200' west of the	e entrance of Black Rock Golf Course
and heading east 700' to pole	e 202453C10268		
and to permit the installation of	f wires, cable, conduit or of	her facilities of any Con	npany or persons. The Grantors, and their
			to, plant any trees or erect or place any
			urface elevation of said property from the
			nder. The Company shall have the right to
			out responsibility for any damage caused
			laced on said right-of-way and shall at all
			vn, trim and remove trees, limbs and brush
	illities sufficiently for the s	ate and proper operation	and maintenance thereof; said sum being
in full payment therefor.			
The Company shall pay for or	repair all damages to Gran	or's property caused by	the construction, operation, maintenance,
		ting is given within thir	ty days after such damages are suffered,
otherwise it is understood that s	uch damages are waived.		
Witness the following signature	s and seals this	day of	in the year
WITNESS:	GRANTOR:		GRANTOR TITLE / RELATIONSHIP TO ENTITY:
		1	RELATIONSHIP TO ENTITY:
	(SIGNATURE)	/ (NAME – Please	print
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	(SIGNATURE)	(NAME – Please	print)
	(SIGNATURE)	(NAME – Please	print)
State of		County of	to-wit:
I hereby certify that on this		ay of	before me, a MONTH/YEAR)
Natom, Dublic in and for the Stat	s and Caunty aforesaid no		MONTH/YEAR)
Notary Public in and for the Stat	te and County aforesaid, per	sonany appeared	
		1	
			ument hereto annexed and acknowledged
			es therein contained, and that the actual
consideration paid, including am	ounts assumed by the Gran	tee, is in the sum total of	f zero dollars
My Lommission Hypires			
wiy commission Expires			(NOTARY PUBLIC)

State of	County of						t	o-wit
I hereby certify that on this							efore	me,
Notary Public in and for the State and Co			TH/YEAR	!)				
known to me to be the person(s) whose before me in my said County that he/s consideration paid, including amounts as	she/they executed the same for the pu	urposes t	hereir	conta	ained, an	d tha	it the	actua
My Commission Expires								
,			(NOTARY	PUBLIC)			
	MARYLAND CERTIFICATIO	N						
This instrument was prepared by the undersigned,	an employee of The Potomac Edison Company, a	a party to t	he abov	e instru	ment.			
(EMPLOYEE)	Distrib	oution De	esigne	er IV, E		ring S	<u>Servic</u>	es
Brandon Warrenfeltz				(****				
	DECLARATION OF CONSIDERAT	TION						
The undersigned does hereby declare tha subject to State Excise Tax upon the priv	at the transfer involved in the document							not
The cost being less than One Hundred De	ollars (\$100).							
Executed this	day of							<u> </u>
	Ву		(RIGHT-	OF-WAY	SOLICITOR)			
			`		,			
This instrument prepared byEdison Company.	under	r the directi	on of G	Gary A. J	ack, Attorn	ney for	The Po	tomac
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	Ds						of Wa	
							Board of County Commissioners of Washington County	
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Agenda Report Form

Open Session Item

SUBJECT: FY26 Senior Citizen Activities Center Operating Fund Grant– Approval Accept Awarded Funding

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Richard Lesh, Grant Manager, Office of Grant Management and Sandy Wood, COO, Washington County Commission on Aging

RECOMMENDED MOTION: Move to approve the acceptance of funding awarded under the Senior Citizens Activities Center Operating Fund Grant program from the Maryland Department of Aging in the amount of \$28,601.00.

REPORT-IN-BRIEF: The Washington County Office of Grant Management is seeking approval on behalf of the Washington County Commission on Aging to accept funding in the amount of \$28,601.00 which will be utilized to offset the cost of salaries for the Senior Center staff.

DISCUSSION: The Maryland Department of Aging requires applications to only be submitted by local governments; therefore, the County is the grant applicant and will enter into a subrecipient agreement with the Washington County Commission on Aging to implement the grant funded projects. The awarded funds will be received and disbursed through the County's Budget and Finance office and the Office of Grant Management will ensure all required fiscal and programmatic reports are submitted in an accurate and timely manner. The grant performance period is from July 1, 2025 through June 30, 2026 and matching funds are not required.

FISCAL IMPACT: Recurring expenses will be the sole responsibility of the Washington County Commission on Aging.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of awarded funds

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: 2025 Emergency Management Performance Grant – Approval to ratify the Submission of the Grant Application and Accept Awarded Funding

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Cody Swope, Emergency Management Specialist, and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: We are requesting ratification of the submission of our application for the Emergency Management Performance Grant Program to the Maryland Department of Emergency Management (MDEM) agency and approval to accept the funding as awarded by the agency.

REPORT-IN-BRIEF: Due to the delayed release of the Notice of Funding Opportunity from the State Emergency Management Agency and the constricted application submission deadline, we proceeded to sign and submit the grant application on the deadline (8/6/2025). We are requesting ratification of the submission of the Emergency Management Performance Grant to the MDEM Agency and approval to accept the funding as awarded by the agency.

DISCUSSION: The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, tribal, and territorial emergency management agencies in obtaining the resources required to support the National Preparedness Goals associated with the areas and core capabilities. The MDEM is expected to award the County \$93,022.39, which will fund the Emergency Management Planner's salary and other related equipment for emergency management.

The Office of Grant Management has reviewed the grant guidelines. The performance period for this federal grant is October 1, 2025, through September 30, 2027. \$80,000 of the grant funding requested will reimburse wages and benefits and \$13,022.39 for operating expenses making the total funding requested: \$93,022.39. There is a 100% match required for this grant, which will be accomplished by using the Director of Emergency Management salary as in-kind services.

FISCAL IMPACT: Provides \$93,022.39 for Emergency Management-related expenses, which may otherwise be charged to the Emergency Management budget.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request and place the EM Planner salary within the Emergency Management budget.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: State Homeland Security Grant Program – Approval to ratify the submission of the Grant Application and Accept Awarded Funding

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Cody Swope, Emergency Management Specialist and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: We are requesting ratification of the submission of our application for the State Homeland Security Grant to the Maryland Emergency Management Agency and approval to accept the funding as awarded by the agency.

REPORT-IN-BRIEF: Due to the delayed release of the Notice of Funding Opportunity from the State Emergency Management Agency and the constricted application submission deadline, we proceeded to sign and submit the grant application on the deadline (8/6/2025). We are requesting ratification of the submission of the State Homeland Security Grant to the Maryland Emergency Management Agency and approval to accept the funding as awarded by the agency.

DISCUSSION: The State Homeland Security Grant program (SHSP) is administered by the Federal Emergency Management Agency and passes through the State Emergency Management Agency to be distributed to local jurisdictions. The program is intended to enhance and maintain current Homeland Security initiatives as they pertain to prevention, preparedness, response, recovery, and mitigation. \$40,000.00 of the grant funding requested will pay partial salaries for Emergency Management Staff, \$54,028.91 will be budgeted for operational costs which include training, equipment, public outreach and response capabilities, and \$59,675.00 for capital expenses making the total funding requested: \$153,703.91.

The Office of Grant Management has reviewed the grant guidelines. The performance period for this federal grant is October 1, 2025 through August 31, 2028. There is no matching fund requirement associated with this grant.

FISCAL IMPACT: Provides \$153,703.91 for Emergency Management related expenses which may otherwise be charged to the Emergency Management budget.

CONCURRENCES: Maria Kramer, Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: USTA grant funding to resurface WCPS tennis courts

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Timothy Alexander, Assistant Parks Supervisor: Maria Kramer, Director, Office of Grant Management

RECOMMENDED MOTION: Move to approve the grant application for and acceptance of capital funding from the USTA (United States Tennis Association) for tennis court rehabilitation and resurfacing up to \$625,000.

REPORT-IN-BRIEF: Washington County Parks & Recreation Department respectfully requests the BOCC approves the application for and receipt of funds for the USTA (United States Tennis Association) grant to rehabilitate and resurface tennis courts at WCPS school sites.

DISCUSSION:

This project aims to restore the safety, functionality, and aesthetic appeal of these courts to support both athletic programming and community recreational use. The project would include "blended" court lines for both youth and adult play. The scope of this project includes tennis courts at North High, South High, Clear Spring Middle/High, Boonsboro High, Smithsburg High, Williamsport High, and Hancock Middle/High Schools. The County has a joint use agreement with WCPS for these sites.

The project is anticipated to be completed over the course of the next year, with minimal disruption to school activities. All work will be done through coordination with WCPS as well as school administration(s).

FISCAL IMPACT: The grant Requires a 50% funding match of \$625,000. Funds are available in the Parks CIP fund 30-11900 LDI046 Hard Court Resurfacing Account.

CONCURRENCES: Andrew Eshleman, Director, Public Works; Jamie Dick, Director, Public Works, Deputy Director Parks and Recreation;

ALTERNATIVES: Deny approval for application.

ATTACHMENTS: N /A

AUDIO/VISUAL NEEDS:N/A



Open Session Item

SUBJECT: MOU between the Town of Smithsburg and the Board of County Commissioners of Washington County

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Greg Cartrette, Director of Permits and Inspections/Code Official & Rosalinda Pascual, Deputy County Attorney

RECOMMENDED MOTION: Move for an approval to accept the MOU between the Town of Smithsburg and BOCC.

REPORT-IN-BRIEF: The Town of Smithsburg has requested that Washington County Division of Permits & Inspections take over the building permits, collection of fees and building inspections inside the town limits of Smithsburg.

DISCUSSION: Currently, the Division of Permits & Inspections handles only the trade permits and inspections inside the town limits of Smithsburg and the Town of Smithsburg handles the building permits, collection of fees and building inspections. The Town of Smithsburg has requested that Washington County Division of Permits & Inspections start issuing building permits, collecting all fees to include excise tax and conducting all building inspections inside the town limits of Smithsburg with an effective date of September 1, 2025.

FISCAL IMPACT: Currently, we receive no revenue from building permits issued within the Town limits of Smithsburg. By us now issuing the permits, collecting the fees and conducting the building inspections, we would receive 75% of the revenue collected on all building permits inside of Smithsburg.

CONCURRENCES: County Administrator

ALTERNATIVES: Reject the MOU and they continue to provide their own service.

ATTACHMENTS: MOU

AUDIO/VISUAL NEEDS: N/A

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING FOR BUILDING CODE ENFORCEMENT, PERMITTING, AND INSPECTION SERVICES

BETWEEN THE TOWN OF SMITHSBURG AND THE

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

This Memorandum of Understanding for Building Code Enforcement, Permitting	ng, and
Inspection Services ("MOU") is made this day of, 2025 ("E	
Date"), by and between the Town of Smithsburg, a Maryland municipal corporation ("T	
and the Board of County Commissioners of Washington County, Maryland, a body corpor	ate and
politic and a political subdivision of the State of Maryland ("County"), for Building	g Code
Enforcement for the receiving and processing of all types of residential and commercial b	uilding
permits, and performing inspection services for building code compliance by the County	for and
on behalf of the Town. The Town and the County may sometimes be referred to in this	s MOU
individually as a Party and collectively as the Parties.	

RECITALS

- A. The County has jurisdiction over building code enforcement, building permits, and inspections in various parts of Washington County, Maryland, including some municipalities by mutual agreement.
- B. The Town has jurisdiction over building code enforcement, building permits, and inspections within its municipal boundaries, but desires that the County provide such services for and on its behalf.
- C. The Parties desire to enter into this MOU and agree upon procedures that will describe how the County will coordinate and provide building code enforcement, building permits, and inspection services that pertain to property inside the Town's municipal boundaries.

NOW, THEREFORE, in consideration of the mutual benefit derived from this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, sai Parties hereby covenant and agree as follows:

- 1. <u>Recitals.</u> The foregoing RECITALS are incorporated herein by reference as if fully set forth.
- 2. <u>Procedure</u>. The Parties agree that the County, the Town, and an applicant seeking a building permit within the Town's municipal boundaries will take the following steps in the order set forth:

- a. The applicant will apply for and receive planning and zoning approval from the Town on an application form provided by the Town to the applicant;
- b. The County will accept the building permit application(s) directly from the applicant only after the applicant has received planning and zoning approval from the Town;
- c. The County will accept all fees associated with the building permit application(s), including excise tax fees, directly from the applicant;
- d. The County will review the applicant's building permit application(s) for compliance with all applicable building codes;
- e. The County will issue the building permit(s) directly to the applicant;
- f. The County will provide the Town with a copy of the building permit(s) and any other requested documents relating thereto;
- g. The County will perform all required inspections necessary for the issuance of the Use and Occupancy Certificate;
- h. The County will issue the Use and Occupancy Certificate directly to the property owner only after all required inspections have been conducted and passed;
- i. On a semi-annual basis, the County will remit to the Town's portion (25%) of all collected permitting fees. On a monthly basis, the County will remit to the Town the Town's portion, if any, of excise tax fees determined and collected in accordance with the applicable Building Excise Tax Ordinance.
- j. All inspection services shall be scheduled with the County.
- k. The County will receive all building code-related compliance complaints and process such complaints for compliance.
- 3. <u>Termination, Modification, and Amendment</u>. The Parties agree that, with thirty (30) days' notice, this MOU may be terminated by either Party, but the MOU may not be modified or amended except by a writing signed by the Parties.
- 4. <u>Governing Law.</u> This MOU will be governed by and interpreted in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed and delivered.

ATTEST:	MAYOR & COUNCIL TOWN OF SMITHSBURG
Brian Brandt, Town Administrator	BY: (SEAL) Donald Souders, Mayor
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
Dawn Marcus, Clerk	BY:(SEAL) John Barr, President
Approved as to legal sufficiency for execution by the Town:	Approved as to legal sufficiency for execution by the County:
Edward L. Kuczynski, Town Attorney	Zachary Kieffer, County Attorney

Notice

Notice is hereby given by the Mayor and Council of the Town of Smithsburg, Maryland, a municipal corporation, existing under and by virtue of the laws of the State of Maryland, that pursuant to the powers granted to it by the *Annotated Code of Maryland*, and the *Charter of the Town of Smithsburg*, that on July 1, 2025 Ordinance 2025-06 CHAPTER 146-6(A) – RESOLUTION AND ORDINANCE TO AUTHORIZE AND ENTER INTO A MEMORANDUME OF UNDERSTANDING FOR BUILDING CODE ENORCEMENT, PERMITTING AND INSPECTION SERVICES BETWEEN THE TOWN OF SMITHSBURG AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND was introduced. Said Ordinance was passed on July15, 2025 and will become effective August 4, 2025.

The entire text of the Ordinance is on file with the Town Administrator, Town Hall, Smithsburg, Maryland, and is incorporated herein and made a part hereof by reference.

MAYOR AND COUNCIL THE TOWN OF SMITHSBURG, MARYLAND

Edward L. Kuczynski Kuczynski & Kuczynski, P.A. Town Attorney

Publish: Please publish on (date/s): Tuesday July 22, 2025

Please send Certificate of Publication and Bill to: ACCOUNT # 564334

Brian Brandt Town Manager **Town of Smithsburg** 21 W. Water Street P. O. Box 237 Smithsburg, MD 21783

Notice of Passage.06.17.25



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Partnership Agreement: Paramedic Program

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Division of Emergency Services, Director R. David Hays

Division of Emergency Services, Kevin Lewis, Deputy Director

Hagerstown Community College, James Klauber, President

Hagerstown Community College, Teresa Shank, Dean of Workforce

Solutions

RECOMMENDATION: Motion to enter a Partnership Agreement with Hagerstown Community College for the Paramedic Program, collaboratively administered between the Division of Emergency Services (DES) and Hagerstown Community College (HCC).

REPORT-IN-BRIEF: The purpose of this Agreement is to establish the terms, obligations, and responsibilities of and between HCC and BOCC to provide collective oversight and training for the Paramedic Program.

This Partnership Agreement is required by CoAEMSP and is beneficial to both agencies, as both agencies share common roles and responsibilities in the paramedic program's management and function. The Partnership Agreement's content and program structure remain consistent with the previous MOU.

DISCUSSION:

The Paramedic Program is hosted at the Public Safety Training Center (PSTC), with daily administration and oversight by the DES. By executing this Partnership Agreement, it better aligns organizational structures and responsibilities relative to DES and HCC.

FISCAL IMPACT: Implements a 70 (county)/30 (HCC) revenue split for enrollment admissions. There are no additional changes to previous budgetary alignments.

CONCURRENCES: Zachary Keiffer, County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Partnership Agreement

Partnership Agreement

Between

Hagerstown Community College and Board of County Commissioners of Washington County, Maryland

This Partnership Agreement (the "Agreement") is for the creation of a training partnership for the Paramedic education program known as the *Hagerstown Community College—Washington County Division of Emergency Services Training Program* hereinafter referred to as "Paramedic Program", between Hagerstown Community College hereinafter referred to as "HCC", and the Board of County Commissioners of Washington County, Maryland hereinafter referred to as "BOCC" for the use, implementation and administration on behalf of the BOCC, by the Washington County Division of Emergency Services ("WCDES"), entered into this _____ day of _____ 2025. This Agreement shall supersede all previous agreements.

WHEREAS, the HCC is accredited by the Middle States Commission on Higher Education to offer a non-credit paramedic program with an articulation agreement leading to an Associate of Applied Science degree in paramedicine; and

WHEREAS, BOCC is a body corporate and politic of the State of Maryland and the authority having jurisdiction over all matters involving fire, rescue and emergency medical services in Washington County, Maryland; and

WHEREAS, WCDES is a public agency created by and under the direction and supervision of BOCC for the purpose of administering the BOCC's affairs regarding fire, rescue and emergency medical services and associated activities in Washington County, Maryland, with expertise in providing emergency medical services training; and

WHEREAS, HCC desires to partner with the WCDES to provide collective oversight and training for the Paramedic Program; and

WHEREAS, the WCDES is willing to provide training for the Paramedic Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. REASON FOR AGREEMENT:

The purpose of this Agreement is to establish the terms, obligations, and responsibilities of and between HCC and BOCC to provide collective oversight and training for the Paramedic Program. WCDES will provide the training in accordance with the *Standards and Guidelines for the Accreditation of Educational Programs in the Emergency Medical Services Professions* ("Standards") of the Commission on Accreditation of Allied Health Education Programs ("CAAHEP") that includes didactic, laboratory, hospital, and field internship learning experiences, thereby preparing competent entry-level Paramedics in the cognitive (knowledge), psychomotor (skills), and affective (behavior) learning domains.

1. HCC and WCDES agree that meetings between the Program Director, Program Managers, and appropriate faculty members will be held at least monthly to ensure the

- curriculum effectiveness of the program as well as the fulfillment of the other responsibilities designated in Standard III.B.1.a. Meetings may be held more frequently and may be through email or telephone conversations. An Organizational Chart of the Paramedic Program is attached hereto as APPENDIX A.
- 2. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or implied, to create any rights or interests for any party or person other than HCC and BOCC; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.
- 3. Neither party is an agent, employee, or servant of the other. HCC and BOCC acknowledge and agree that students participating in the didactic, laboratory, hospital, and field internship training of the Paramedic Program are not employees of HCC and BOCC because of such participation, and that neither party assumes any responsibilities to the student participants that may be imposed upon an employer under any law, regulation, or ordinance. Student participants while participating in didactic, laboratory, hospital and field internship training shall in no way hold themselves out as employees of HCC and/or BOCC.
- 4. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of HCC or BOCC from designating any patient as a non-teaching patient.
- 5. The parties agree that during the student's enrollment in the Paramedic Program the faculty and staff shall be responsible for evaluation of the student's performance in accordance with established academic and clinical guidelines. A student whose performance does not meet these established guidelines may be subject to academic probation or, if deemed necessary by the Program Director and Dean, dismissed from the Paramedic Program. A student has the right to due process and may appeal such dismissal as provided for the student program manual, HCC student handbook a portion of which is attached hereto as APPENDIX F and APPENDIX H, as applicable, and/or other official publication(s) of HCC.
- 6. If either party receives notice of a potential loss of accreditation, that party shall be required to notify the other party in writing within (5) five business days. HCC and BOCC shall within a reasonable period notify any students attending the program of such loss or impending loss.
- 7. Both parties shall review this Agreement each year. Modification in the Agreement may be made by mutual consent at any time, so long as such modification is in writing and is signed by both parties. Either party may terminate this Agreement provided that (6) six months' notice is given in writing. In the event of termination of this Agreement, it is understood that all students in good standing will have the option of completing the Paramedic Program under the conditions then in effect.
- 8. Unless either party gives written notice for the termination of the Agreement, then this Agreement shall be automatically renewed each year for subsequent periods of one year.

II. DIVISION OF DUTIES

1. RESPONSIBILITIES OF HCC

- a. HCC will maintain clinical affiliation agreements. WCDES will notify HCC of any new affiliates so that an agreement can be reached prior to student rotations.
- b. Provision of Student Support Services HCC shall provide student supportive services, including the following:
 - 1. Student Disability Services
 - 2. Tutoring Services at the Learning Support Center (LSC)
 - 3. Access to HCC Library and Library Services
 - 4. Each student will receive a unique student e-mail, access to Microsoft 365, and student identification badges
 - 5. Participation in the technology loan program
 - 6. Student Mental Health Resources
 - 7. Scholarship and Grant funding
 - 8. All other student services as outlined in the Hagerstown Community College Student Handbook
- c. HCC's Workforce Solutions/Continuing Education ("WSCE") staff will maintain regular office hours at the Washington County Public Safety Training Center
- d. HCC will provide access to a clinical coordinator to maintain all clinical affiliation agreements and aid in the oversight of student clinical requirements, placements, and successful completion.
- e. HCC agrees to pay annual accreditation fees each year as the Higher Education accreditation sponsor for CAAHEP for the Emergency Medical Services Profession.
- f. HCC will maintain Maryland Higher Education Commission (MHEC) approval for non-credit courses. All students registered for these courses will have a non-credit transcript showing their completion of courses/programs.
- g. HCC will register all participants as non-credit students in accordance with the eligibility and admission requirements set forth in APPENDIX B.
- h. HCC will provide Paramedic Program instructors, managers, and directors with access and technical support to the learning management system D2L, or similar system, as outlined on APPENDIX E.
- i. HCC will award (41) forty-one credits to any student completing the Paramedic Program after successfully passing the National Registry Exam and earning (15) fifteen additional general education credits of the (19-23) nineteen to twenty-three general education credits required to earn an AAS degree. These credits must be earned at HCC.
- j. HCC will complete classroom observations and instructor evaluations
- k. Provide access to student scholarships including but not limited to the MHEC's Maryland Promise Scholarship, Workforce Development Sequence Scholarships, and additional funding through the HCC Foundation and future grants.
- 1. HCC will provide the following equipment which may be removed from campus and relocated to the Public Safety Training Center ("PSTC") located at 18350 Public Safety Pl, Hagerstown, MD 21740
 - 1. One ALS manikin, asset number 11052, valued at \$7,255.18;

- 2. One Trauma Hal manikin, asset number 10529, valued at \$17,411.24; and
- 3. Additional soft supplies are available from current HCC stock.
- 4. Any repairs or replacements to the manikins shall be at the sole cost and expense of WCDES.
- 5. No assets provided by HCC shall be destroyed, donated, or sold without the express written permission of HCC.

2. RESPONSIBILITIES OF BOCC

- a. WCDES leadership will work with HCC to provide qualified instructors for all program courses.
- b. Selection to the Paramedic Program shall be based on criteria set forth in the outlined in APPENDEX B STUDENT ELIGIBILITY REQUIREMENTS, Paramedic Program Student Manual, and/or other official publications. Each student must consent to the exchange of educational information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended. Although WCDES shall obtain all required consents, HCC shall have the right to rely on such consents and to obtain copies of such consents upon request.
- c. WCDES will ensure students are aware of the minimum requirements to participate in the Paramedic Program and attend practicum rotation and will support HCC in monitoring the requirements.
- d. WCDES shall work with HCC to maintain and update Paramedic Program manuals and other official communications.
- e. WCDES is responsible for maintaining a program budget and supplying adequate educational and program materials.
- f. WCDES will share all program information with HCC in a timely manner, including attendance records, module grades, testing pass rates, student issues, and any Program Advisory Committee approved changes to curriculum or practicum requirements.
- g. All instructors, including guest lecturers, must sign an HCC compensation waiver and abide by relevant college policies.
- h. WCDES will assist the HCC clinical coordinator in the placement of students in relevant training experiences and provide access to the clinical scheduling platform.
- WCDES shall be responsible for the compensation of all program staff, including the Program Director, Medical Director, and Program Faculty, excluding the clinical coordinator.
- j. WCDES will provide adequate paramedic program instructional space at the Washington County Public Safety Training Center located at 18350 Public Safety Pl, Hagerstown, MD 21740. If the location of the training is changed, WCDES will notify HCC of this change.
- k. WCDES will provide all necessary classroom and laboratory materials.
- 1. WCDES will maintain all instructional materials and technology, excluding D2L Learning Management System, or similar system.
- m. WCDES will provide HCC with the course schedule for each cohort, a minimum of 3 months in advance.

III. REVENUE SHARE

- 1. As the accredited body, HCC will be responsible for program standards, student grievance procedures, student support services and marketing and promotion of the program. WCDES is responsible for the delivery of the program including instruction, training facility and materials. Therefore, a revenue share of 30/70 of gross revenue between HCC and BOCC is agreed upon.
- 2. HCC and BOCC agree to a cost and revenue share to support the Paramedic Program as outlined in APPENDEX C Revenue Share

IV. INSURANCE

1. HCC will maintain and/or cause its persons to maintain public third-party general liability and professional liability insurance providing bodily injury and property damage limits not less than one million dollars (\$1,000,000) per occurrence/per claim and two million dollars (\$2,000,000) in the aggregate. Certificates of insurance will be provided upon request to show evidence of contractual liability coverage.

V. INDEMNIFICATION

 HCC and BOCC acknowledge and agree that neither party shall be responsible for any loss, injury, or other damage to the person or property of any student or faculty member participating in the didactic, laboratory, hospital, or field internship training at any facility of HCC and BOCC unless such loss, injury, or damage results from negligence or willful conduct of that party, its agents, officers, or employees, as permitted or otherwise limited by applicable law, regulation or rule.

VI. STUDENTS' EDUCATION/MEDICAL/PSYCHOLOGICAL RECORDS/CONSENTS

1. HCC understands that while performing services under this Agreement, its employees may be privy to certain information of a confidential nature including, but not limited to, information regarding students that is protected from disclosure under applicable provisions of the State Government Article to the Annotated Code of Maryland. HCC represents and warrants that its employees shall not make any disclosures of any information gained during the performance of services under this agreement without first obtaining authorization from the student. If WCDES requires student grade, attendance, or completion information, students must provide the college with a signed waiver.

VII. CONTROLLING LAW

1. This Agreement is governed by the laws of the State of Maryland.

VIII. SEVERABILITY

1. Should any portion of this Agreement be found illegal, the remainder shall remain in full force and effect and shall remain binding.

IX. NOTICES/CONTRACT MONITOR

1. Communications for the purposes of billing, payment, performance and submission of any other documentation or notice required by this Agreement shall be between the Contract Monitors who are as follows:

If to Hagerstown Community College: If to Board of County Commissioners of

Washington County, Maryland:

11400 Robinwood Dr. 16232 Elliott Parkway

Hagerstown, MD 21742 Williamsport, MD 21795

Attn: Theresa Shank, Dean Attn: R. David Hays, Director Division of

Emergency Services

X. ENTIRE AGREEMENT

President

1. This Agreement and exhibits incorporated herein contain the entire understanding between the parties with respect to the Paramedic Program sponsored by the parties and merge within it all prior and/or contemporaneous negotiations, understandings, agreements, and representations, whether oral or written. This Agreement supersedes all prior and/or contemporaneous representations, negotiations, promises, covenants, or discussions, if any, between the parties related to a Paramedic Program sponsored by the Parties.

HAGERSTOWN COMMUNITY COLLEGE		BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND		
James S. Klauber	Date	John F. Barr	Date	

President

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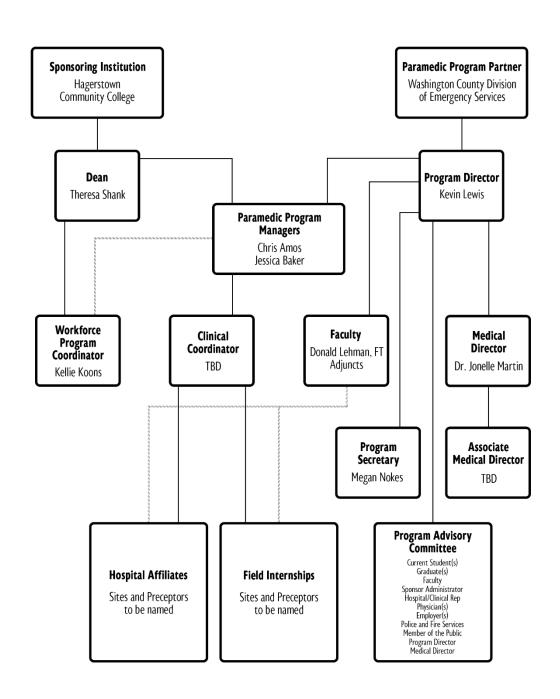
- I. APPENDIX A Programmatic Organization Chart
- II. APPENDIX B Student Eligibility and Admission Requirements
- III. APPENDIX C Revenue Share Agreement
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- VIII. APPENDIX H Student Incident Reporting

APPENDIX A

Programmatic Organization Chart Partnership

<u>Hagerstown Community College – BOCC/WCDES</u>

Paramedic Program



APPENDIX B

Student Eligibility and Admission Requirements

<u>Hagerstown Community College – BOCC/WCDES</u>

XI. PARAMEDIC PROGRAM STUDENT ELIGIBILITY and ADMISSION REQUIREMENTS

- 1. Students must be at least (18) eighteen years of age prior to starting clinical/practicum experience.
- 2. Have a high school diploma or GED.
- 3. Be certified as an EMT (National Registry verification required) prior to the first the program's hospital/field activities.
- 4. Each student is required to complete health requirements as set forth in the Student Manual and/or other official publication(s) before commencement in the program's hospital/field activities. Each student shall be required to provide proof of required Immunizations as outlined in the Student Manual and/or other official publication (s) and must be able to perform his/her activities in the program in such a manner as to not pose a direct threat to the health or safety of others.
- 5. Complete entrance exam administered by the training program.
- 6. Submit to a background check and drug screen as required for clinical sites.
- 7. Must be currently enrolled or show successful completion of college level Human Anatomy and Physiology within the last 5 years
- 8. Attend a personal interview with Program Directors, Program Managers, and the Lead instructor. This committee will have the final approval for admission to the program. Final approval will be based collectively on results of testing, satisfying requirements, and the decision of this committee's evaluation of the candidate.
- 9. All students must meet the technical standards for this program as outlined in program handbook and other official publications.

APPENDIX C

Revenue Share Agreement

<u>Hagerstown Community College</u> – BOCC/WCDES

- 1. Tuition is estimated to be \$7,000 per student with a minimum cohort of (10) ten students and maximum of (16) sixteen.
- 2. All students are eligible to apply for scholarships as HCC students.
- 3. WCDES may enroll up to (11) eleven students. These students must be Washington County employees, volunteer corporation employees or volunteers. HCC may recruit up to (5) five students for the program
- 4. The tuition and fees for the program shall be in accordance with HCC and BOCC policy.
- 5. The students shall pay all tuition fees to Hagerstown Community College as well as be responsible for their books, uniforms, meals, and housing while enrolled in the program.
- 6. As the accredited body, HCC will be responsible for program standards, student grievance procedures, student support services and marketing and promotion of the program. WCDES is responsible for the delivery of the program including instruction, training facilities and materials therefore HCC and BOCC agree to a 30/70 revenue share of gross revenue.

APPENDIX D

Emergency Action Plan – Continuation of Learning <u>Hagerstown Community College – BOCC/WCDES</u>

To be supplied by WCDES on a situational basis.

APPENDIX E

Student Record Keeping

<u>Hagerstown Community College – BOCC/WCDES</u>

WCDES will provide access to clinical scheduling software.

HCC will provide access to learning management systems. HCC and WCDES will work to maintain student records electronically, storing information, including but not limited to, academic performance, personal details, financial aid data, and disciplinary actions in a secure database ensuring privacy by following FERPA, which limits who can access this information without student consent.

A record is maintained on each student. The record carries the student's full name, date of birth, date of enrollment, withdrawal/graduation, courses taken, final grades received, rank in class and test results.

All documents will be maintained in Perceptive Content.

WCDES will maintain paper files for students for no less than 5 years. At the end of the 5-year term, WCDES will turn over paper files to HCC to maintain for an additional 5 years before destruction.

APPENDIX F

Student Grievance Procedures

<u>Hagerstown Community College – BOCC/WCDES</u>

General Grievance Policy:

The purpose of the General Grievance Policy for Students is to provide a formal method of recourse to students who feel that a particular action or series of actions on the part of a Hagerstown Community College employee has violated accepted or stated institutional practices and standards. Student concerns appropriate to this policy include concerns regarding ethical or professional behavior, arbitrary application of college policies, and perceived violations of accepted rights of students. Students may file a formal written grievance by completing an online form, available on the HCC website.

General Grievance Policy and Procedures for Students:

Introduction: The purpose of the General Grievance Policy for Students is to provide a formal method of recourse to students who feel that a particular action or series of actions on the part of a Hagerstown Community College employee has violated accepted or stated institutional practices and standards. Student concerns appropriate to this policy include concerns regarding the ethical and professional behavior of employees, arbitrary application of current College policies by employees, and perceived violations of accepted rights of students such as the right to free expression and the right to assemble. If a student wishes to have another person present at any step of the process, they may request the presence of a nonlegal advisor.

If a student alleges discrimination or harassment of an employee, they may file a Discrimination/Harassment Complaint Form at https://www.hagerstowncc. edu/current-facultystaff-hr. If a student has another complaint of misconduct against an employee at the College, they may contact the Executive Director of Human Resources at HR@hagerstowncc.edu who will ensure the complaint is heard and proper follow-up occurs. Students may also complete the Grievance Form online under the Current Students tab.

Student complaints related to faculty/instructor teaching, course content, or student status in competitive academic programs, are not addressed via the General Grievance Policy/Procedure. For such complaints, the students should first share their concern with their faculty/instructor. If not satisfied, the student should share their concern with the respective academic division director (for credit courses) or program coordinator (for non-credit courses). If still not satisfied, the student may share their concern with the VPAASS (for credit programs) or Dean of WSCE (for non-credit programs). When applicable, students may use the Student Grade Appeal Process.

Student Grade Appeal Process:

This process outlines procedures a student shall follow to challenge the final grade assigned by the person responsible for the academic endeavor, hereafter referred to as the instructor. Confidentiality must be maintained throughout the process.

To successfully appeal a final course grade, a student must offer convincing written arguments that good cause exists for mandating a change of grade. If a student fails to appeal a final grade within seven (7)

calendar days from the date the grade is posted to the student's record, the student forfeits the right to appeal.

Each of the following reasons, if supported by sufficient written evidence, shall constitute "good cause" for a grade appeal:

- A. Assignment of a grade that is malicious or discriminatory. This is applicable if, in determining the grade, the instructor clearly did not apply the same standards used for grading other members of the class whose work and behavior were like those of the appealing student.
- B. Assignment of a grade that is arbitrary or capricious. This is applicable if the instructor apparently had no discernible rationale for arriving at the grade given.
- C. Assignment of a grade that has resulted from innocent human error. The instructor reported an incorrect grade as the consequence of a mistake in computation, recording, or in some other mechanical aspect of the grading process.

None of the following shall constitute "good cause" for the purpose of appealing a grade.

- A. Disagreement with the course requirements established by the instructor
- B. Disagreement with the grading standards established by the instructor.
- C. Disagreement with the judgment of the instructor in applying grading standards as long as they have made a reasonable effort in good faith to be fair and consistent in exercising that judgment. Good faith on the instructor's part shall be assumed unless the student can offer convincing arguments to the contrary.
- D. The student's desire or "need" for a particular grade. While this sort of reason may seem compelling to the individual on a personal level, it shall not be considered "good cause" for purposes of appeal and shall not be regarded as relevant in consideration of the student's appeal. Examples of the student's need to have a higher grade include but are not limited to, the need to graduate, transfer course credits, gain employment or promotion, or qualify for a more advanced course.

The following steps constitute the established administrative procedures for appealing a final grade. Individuals involved in the process will vary depending on if the grade appeal is regarding a credit or non-credit course. If the appeal concerns a final grade given by a division director/program manager, an administrative substitute (determined by the VPAASS) will be selected to act in their place throughout the process. All paperwork and documentation of Steps 1 through 3 will be kept in the office of the division director (credit courses) or program manager (non-credit courses). If the appeal is filed against the VPAASS/Dean of WSCE, an administrator substitute will be selected by the College President to act in their place.

Step 1—Initial Appeal

The student must submit a written appeal of the final grade to the course instructor; the "cause" of the appeal needs to be clearly stated. A student email may serve as a written appeal if the student clearly states in their email that the intent of the email is to initiate a grade appeal; only Hagerstown Community College student email addresses can be used for grade appeals initiated through email. This must be done within seven (7) calendar days from the date the grade is posted to the student's record.

Step 2—Conference

The instructor/student conference will occur as soon as possible. This conference may take place remotely over the phone, online, or in person. The occurrence and outcome of the meeting will be documented by the instructor who assigned the grade; a copy of the documentation will go to both parties. 49

Step 3—Secondary Appeal

If the initial appeal cannot be resolved, the student has seven (7) calendar days after the student/instructor conference to appeal, in writing, to the division director (credit course) or program manager (non-credit courses); the "cause" of the appeal must be clearly stated and match the "cause" in the initial appeal. After reviewing the written materials, the division director (credit)/ program manager (non-credit) will schedule a conference with the student within fourteen (14) calendar days; this conference can take place in person, online or over the phone. When appropriate and possible, the instructor may participate in this meeting. If the secondary appeal is not resolved, the student has seven (7) calendar days from the date of the conference to appeal the grade, in writing, to the VPAASS (credit) or Dean of WSCE (non-credit).

Step 4—Final Appeal

At this stage, the VPAASS/Dean of WSCE will review all written materials submitted by the student/division director/program manager regarding the grade appeal and may conduct further inquiries. The student can request a meeting with the VPAASS/Dean of WSCE in their written Appeal, but a meeting is not required. A decision shall be made within twenty-one (21) calendar days after the written appeal is submitted. The decision of the VPAASS/Dean of WSCE shall be final.

Registration and Refund Appeals:

Students may need to file a registration appeal when extraordinary circumstances have prevented them from dropping their classes by the established deadline. The process varies for credit and non-credit courses.

Non-credit Courses:

Students may receive a refund for a non-credit course before the class begins; after this date, no refund is available. Should a student be unable to complete the courses due to a personal extenuating circumstance, they may submit a written Registration Appeal Form – Non-Credit Course to the Dean of Students for review. The Dean of Students will consult with the student, the Instructor/Program Manager and Dean of WSCE as it is needed to make a final decision for a refund. Non-credit course refund appeals are expected to be received within two weeks after the non-credit class of a student's appealed grade/class. It is not customary for appeals to be granted after that time, especially if a scholarship is received. Students will receive a response in writing from the Dean of Students regarding the outcome of your appeal. Appeals will be reviewed monthly and should be submitted prior to the 15th of each month for consideration for that month. Refund appeals for College for Kids courses are reviewed through a separate process monitored by CFK staff. See CFK guidelines for details.

https://www.hagerstowncc.edu/docs/student-handbook (P. 48 – 50)

For additional information, please refer to Paramedic Program Manual

APPENDIX G

Student Graduation Requirements

Hagerstown Community College – BOCC/WCDES

Students participating in the Paramedic Program must maintain 80% or greater attendance in each of the program courses.

Students participating in the Paramedic Program must maintain a minimum average of 70% or higher in each of the program courses.

Terminal Competencies

The following are terminal competencies required for successful program completion and authorization to take the NREMT Paramedic Exam:

- The student must complete all lab, clinical, and field requirements outlined in this manual and the Course Syllabus.
- The student must successfully complete the requirements for and pass each Module as well as the Midterm and Final Examinations.
- The student must pass AHA Advanced Cardiac Life Support
- The student must pass AHA Pediatric Advanced Life Support
- The student must pass NAEMT Prehospital Trauma Life Support

APPENDIX H

Student Incident Reporting

Hagerstown Community College – BOCC/WCDES

Waiver of Liability:

Participation in College sponsored off-campus activities and certain on-campus activities is voluntary. Students participating in activities in which there is a potential risk of physical injury are expected to sign an HCC waiver of liability. While the college takes precautions to minimize potential hazards, it is each student's responsibility to take whatever safety measures are necessary to protect themselves.

https://www.hagerstowncc.edu/docs/student-handbook (P. 23)

Should a student receive an injury while performing clinical or laboratory activities related to training, they should complete the college's incident reporting form as provided in the Paramedic Student Handbook.

- Insurance claims will be processed through your health insurance first. Please provide the health care provider at check in.
- HCC has a secondary policy through Bob McCloskey Insurance, which will process any remaining balance.
 - o The attached BMI Benefits Claim Form (found page 5) must be completed and submitted to your clinical supervisor or faculty contact within 48 hours of the incident. The clinical supervisor or faculty contact will submit to Dawn Reed to submit electronically.
 - O See page 3 for BMI insurance policy number and billing information (in the form of a card). Please provide to the health care provider as the secondary policy at check in.
 - o This policy does not have a deductible.

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: EMS Staffing Transition Discussion, Volunteer Fire Company of Halfway

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Chip Rose-Director, Human Resources, and David Hays-Director, Division of Emergency Services (DES)

RECOMMENDATION: Staff is seeking approval to hire three (3) of the twelve (12) approved positions as lieutenants for the EMS employee transition of the Volunteer Fire Company of Halfway (VFCH), and, to include transitioning the current PT EMS employees into county employment under the terms and conditions of the Staffing MOU.

REPORT-IN-BRIEF: The three (3) lieutenants would be included as a part of the 12 positions that were authorized to hire in the June 3rd Open Session presentation to the BOCC.

During discussion and planning for the EMS employee transition for the VFCH, DES leadership had expressed an intent and need for EMS supervision of the newly hired county employees who would be stationed within the VFCH station.

DISCUSSION: Under the regional staffing model, DES has placed an on-duty station officer, 24/7, at the stations that have 3 or more staff assigned (except for Hancock Rescue Squad). The Hancock Fire station is in proximity of the ambulance station and daily supervision is currently handled through the DES officer on duty at the Hancock Fire Station. There is no DES supervisor in the nearby vicinity to provide daily supervision to the DES employees stationed at Halfway.

FISCAL IMPACT: No additional impact, as these positions were included in the funding presented for the employee transition on June 3rd, 2025.

CONCURRENCES: Michelle Gordon, County Administrator and David Hays, Director, Division of Emergency Services

ALTERNATIVES: N/A

ATTACHMENTS: Transition Staffing Spreadsheet and Staffing MOU



Positions Numbers for Halfway		
FT- Position Number	Job Title - EMT	
1908	Emergency Medical Technician (Single Role) FT	
1909	Emergency Medical Technician (Single Role) FT	
1910	Emergency Medical Technician (Single Role) FT	
1911	Emergency Medical Technician (Single Role) FT	
1912	Emergency Medical Technician (Single Role) FT	
1913	Emergency Medical Technician (Single Role) FT	
FT- Position Number	Job Title - Paramedic	
1914	Paramedic (Single Role) FT	
1915	Paramedic (Single Role) FT	
1916	Paramedic (Single Role) FT	
FT- Position Number	Job Title - Paramedic LT	
1	Paramedic or Paramedic LT	
2	Paramedic or Paramedic LT	
3	Paramedic or Paramedic LT	
Position Number	Part-time employees	
TBD		
TBD		
TBD		

Employee Roster for Halfway- 6/30/2025						
First Name Last Name Job title Status Notes						
Duncan	Ludwig	EMT	Full-time			
Hannah	Hoffman	EMT	Full-time			
Eduard	Hernandez	EMT	Part-time			
Gabriella	Mitlacher	EMT	Full-time	EMT - Currently FMLA @ Halfway		
Lorrie	Goodrich	EMT	Full-time			
Stephanie	Lee	EMT	Full-time			
Brandon	Bolyard	Paramedic	Full-time			
Stephen	Knoyer	Paramedic	Part-time			
James	Grissom	Paramedic	Part-time			
Allison	Keyser	Paramedic	Part-time			



Halfway Staffing Plan - 8/15/2025			
FT- Position Number	Employee	Notes	Job Title
1908	Hoffman	Intent received 6/30	Emergency Medical Technician (Single Role) FT
1909	Lee	Intent received 6/30	Emergency Medical Technician (Single Role) FT
1910	Goodrich	Intent received 6/30	Emergency Medical Technician (Single Role) FT
1911	Mitlacher	Intent received 6/30	EMT - Currently FMLA @ Halfway
1912	Greenlee	DES sourcing, start date TBD	Emergency Medical Technician (Single Role) FT
1913	Alexus Lentz	DES sourcing, start date 8/18/25	Emergency Medical Technician (Single Role) FT
FT- Position Number	Employee	Notes	Job Title
1914	Carson Snyder	DES sourcing, start date 8/18/25	Paramedic (Single Role) FT
1915	Bolyard	Intent received 6/30	Applied for fulltime - Paramedic
1916	Kurtis Meunier	DES sourcing, start date 8/18/25	Paramedic (Single Role) FT
FT- Position Number	Employee	Notes	Job Title
1	Vacant	TBD	Paramedic or Paramedic LT
2	Vacant	TBD	Paramedic or Paramedic LT
3	Vacant	TBD	Paramedic or Paramedic LT
Position Number	Employee	Notes	Part-time employees
TBD	Stephen Knoyer	Intent received 6/30	Applied for fulltime
TBD	Duncan Ludwig	Intent received 6/30	Applied for fulltime
TBD	Brandon Bolyard	Intent received 6/30	Applied for fulltime - Paramedic
TBD	James Grissom	Intent received 6/30	Applied for fulltime
TBD	Allison Keyser	Intent received 6/30	Applied for fulltime
TBD	Eduard Hernandez	Intent received 6/30	NO show for assessment

Open Session Item

SUBJECT: Amendment to County Real Tax Credit Ordinance for Fallen Heroes

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Aaron Weiss, Assistant County Attorney

RECOMMENDED MOTION: Motion to adopt the amended Washington County Property

Tax Credit Ordinance for Fallen Heroes

REPORT-IN-BRIEF: Staff has proposed amendments to the County's Tax Credit Ordinance for Fallen Heroes in light of the General Assembly's enactment of Senate Bill 502.

DISCUSSION: Effective June 1, 2025, Senate Bill 502 of the 2025 Maryland General Assembly's Regular Session, the scope of Section 9-210 of the Property Tax Article has been expanded. Notably, the new statute allows a local government to expand the scope of eligibility for property tax credits to include correctional and judicial officers.

FISCAL IMPACT: Expanding scope of citizens eligible to receive a 100% credit against their County real property taxes. This change is not expected to cause a significant reduction in County property tax income.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Proposed Draft of Washington County Real Property Tax Credit Ordinance

for Fallen Heroes

AUDIO/VISUAL NEEDS: N/A

ORDINANCE NO.	

WASHINGTON COUNTY REAL PROPERTY TAX CREDIT ORDINANCE FOR FALLEN HEROES

RECITALS

By virtue of the authority contained in Section 9-210, <u>Tax-Property Article</u>, Annotated Code of Maryland, on July 21, 2009, the Board of County Commissioners of Washington County, Maryland previously enacted an ordinance titled, "Washington County Real Tax Credit Ordinance for Fallen Heroes." (the "Ordinance"). Recently, during the 2025 legislative session, the Maryland General Assembly amended Section 9-210 of the Tax-Property Article. The new amendment expressly authorizes a local government to grant a property tax credit against the local real property tax to the surviving spouse or cohabitant of a public safety or judicial officer killed in the line of duty.

The Board of County Commissioners of Washington County, Maryland desires to amend the Ordinance to grant a credit to the surviving spouse of a judicial officer killed while in active service as authorized by Section 9-210, <u>Tax-Property Article</u>, Annotated Code of Maryland.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the ordinance entitled "Washington County Real Tax Credit Ordinance for Fallen Heroes" be and is hereby amended.

Approved the __ day of ____, 2025.

Effective the day of, 20	025.
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
Dawn L. Marcus, Clerk	John F. Barr, President
Approved as to legal sufficiency:	
Aaron R. Weiss	

Mail to: County Attorney's Office 100 W. Washington Street, Suite 1101

Assistant County Attorney

Hagerstown, MD 21740

<u>WASHI</u>	NGTON COUNTY REAL PROPERTY TAX CREDIT
	ORDINANCE FOR FALLEN HEROES
	Approved, 2025 Effective, 2025

WASHINGTON COUNTY REAL PROPERTY TAX CREDIT ORDINANCE FOR FALLEN HEROES

Section 1. Tax credit authorized.

The County Treasurer shall allow a Tax Credit against the County real property tax imposed on a dwelling owned by the Surviving Spouse of a fallen Judicial Officer, as further described and defined in this Ordinance.

Section 2. Definitions.

In this ordinance, the following words have the meanings indicated:

"Cohabitant" means an individual who, for a period of at least 180 days in the year before the death of a fallen Public Safety Officer or Judicial Officer:

- (i) Had a relationship of mutual interdependence with the fallen public safety officer or judicial officer; and
- (ii) Resided with the fallen public safety officer or judicial officer in the dwelling.

"Dwelling" means real property located within the county borders of Washington County, that is the legal residence of a surviving spouse and occupied by not more than two families. "Dwelling" includes the lot or curtilage and structures necessary to use the real property as a residence.

"Fallen Public Safety Officer or Judicial Officer" means an individual who dies:

- (i) as a result of, during the performance of a duty, or in the course of employment as a Public Safety Officer or a Judicial Officer;
- (ii) while in the active service as a Judicial Officer or Public Safety Officer or while in the active service of a fire, rescue, or emergency medical service;
- (iii) unless the death was the result of the individual's own willful misconduct or abuse of alcohol or drugs.

"Judicial Officer" means an individual who, at the time death, was employed by the Maryland State Judiciary to serve as either a District Court Judge, Circuit Court Judge, or Family Law Magistrate in Washington County, Maryland.

"Ordinance" means this Washington County Real Property Tax Credit Ordinance for Fallen Heroes.

"Public Safety Officer" means an individual who, at the time of death, was employed by the Washington County Board of County Commissioners within: the Washington County

Sheriff's Office, or Division of Emergency Services.

"Surviving spouse" means a surviving spouse, who has not remarried, of a fallen Public Safety Officer or Judicial Officer.

Treasurer means the Treasurer of Washington County, Maryland or the Treasurer's designee.

Section 3. Eligibility for tax credit.

A surviving spouse of a fallen Judicial Officer or Public Safety Officer shall be entitled to a credit against the County real property tax imposed on a Dwelling owned by the Surviving Spouse under the following circumstances:

- (a) if the Dwelling was owned by the Fallen Judicial Officer **or** Public Safety Officer at the time of the Fallen Judicial Officer's or Public Safety Officer's death;
- (b) if the Fallen Judicial Officer Public Safety Officer or the Surviving Spouse was domiciled in the State of Maryland as of the date of the Fallen Judicial Officer's or Public Safety Officer's death and the Dwelling was acquired by the Surviving Spouse within two (2) years of the Fallen Judicial Officer's Public Safety Officer's death; or
- (c) if the Dwelling was acquired after the Surviving Spouse qualified for a credit for a former Dwelling under item (a) or (b) of this Section 3, to the extent of the previous credit.

Section 4. Amount of the tax credit.

The amount of credit shall be 100% of the Washington County real property tax.

Section 5. Duration of the tax credit.

The credit shall remain available to a surviving spouse until the surviving spouse remarries.

Section 6. Application of the tax credit.

The credit may be applied only in taxable years beginning after June 30, 2022. There shall be no refunds for taxes paid for taxable years beginning prior to June 20, 2022.

Section 7. Administration of tax credit.

- (a) A Surviving Spouse must apply in writing to the County Treasurer each year prior to June 30 in order to receive a credit for the upcoming taxable year. The County Treasurer may require such proof of eligibility for the credit as the Treasurer deems requisite.
- (b) The Board of County Commissioners may adopt regulations to administer this ordinance.

Section 8. Recapture of the tax credit.

- (a) A person who submits a false or fraudulent application to the County Treasurer, withholds information to obtain a tax credit, or provides any false or fraudulent information to obtain a tax credit under this ordinance must repay the County all amounts credited for any and all years that improper information was provided and all accrued interest and penalties that would apply to those amounts as overdue taxes. A person who violates this subsection is liable for all court costs and expenses of the County in any civil action brought by the County against the violator. The County may collect any repayable tax credit, and otherwise enforce this ordinance, by any appropriate legal action. The repayment shall be due and owing to the County upon notice from the Treasurer to the taxpayer that the credit must be repaid.
- (b) Interest shall accrue on any repayable credit at the rate established for overdue property taxes, beginning thirty (30) days after the notice from the Treasurer.
- (c) Any repayable credit not repaid shall be a lien on real property owned by the taxpayer in the same manner as unpaid real property taxes under state and county law.



Open Session Item

SUBJECT: Sheriff's Office: Town of Funkstown Community Deputy Agreement and WCPS

School Resource Officer MOU

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Zachary Kieffer, County Attorney

RECOMMENDED MOTION: (1) Move to approve the Community Deputy Agreement between the Town of Funkstown, Washington County Sheriff's Office and Board of County Commissioners and (2) Move to approve the School Resource Officer MOU between Board of Education, Sheriff's Office and Board of County Commissioners.

REPORT-IN-BRIEF: (1) Community Deputy Agreement governs terms and conditions under which the Sheriff's Office provides a Community Deputy to the Town of Funkstown. (2) School Resource Officer MOU governs the terms and conditions under which the Sheriff's Office renders special law enforcement services for public schools within the jurisdiction of the Sheriff's Office.

DISCUSSION: (1) The Community Deputy Agreement allows for the provision of law enforcement services within the town by the Sheriff's Office. The Agreement supplies one deputy to the Town for a minimum of 16 hours per week. The Agreement is for a 1-year term with subsequent automatic renewals of 1 year. Similar agreements are in place with the towns of Williamsport, Clear Spring, Keedysville, and Sharpsburg.

(2) The School Resource Officer MOU provides for the assignment of full time School Resource Officers to the Board of Education and placement at the Board of Ed, Boonsboro, Clear Spring, Smithsburg and Williamsport school complexes.

FISCAL IMPACT: (1) \$50,662.00 contribution from the Town to the cost of employing and equipping deputy. (2) Board of Education will make quarterly payments equal to 25% of the yearly cost of each SRO's salary and benefits. Total FY26 Budget amount of \$873,710.01 for SROs at 4 school complexes and 1 supervisor.

CONCURRENCES: (1) Sheriff and Town of Funkstown (2) Board of Education and Sheriff.

ALTERNATIVES: N/A

ATTACHMENTS: Draft of (1) Community Deputy Agreement and (2) SRO MOU

AUDIO/VISUAL NEEDS: N/A

COMMUNITY DEPUTY AGREEMENT

THIS AGREEMENT ("Agreement") is made as of	, 2025, by
and between the Board of County Commissioners of Washington County, Maryland	("County"),
and between the Board of County Commissioners of the Maryland; the Washington	County
Sheriff ("Sheriff"), a constitutional officer of the State of Maryland; and the Town	of Funkstown
("Town"), a municipal corporation of the State of Maryland. The County, the Sherif	f. and the
("Town"), a municipal corporation of the State of Maryland. The South, and collectively as Parties	,
Town are sometimes referred to individually as Party and collectively as Parties.	

Recitals

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- A. The Town desires to contract with the County and the Sheriff for the provision of law enforcement services by the Sheriff for the Town.
- B. The Parties desire to enter into this Agreement relating to a Community Deputy who will patrol and provide law enforcement services within the Town pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

Terms, Renewal, and Termination

1. This Agreement is effective for a period of one (1) year beginning July 1st, 2025, and ending June 30th, 2026, ("Initial Term"). This Agreement will renew automatically for a period of one (1) year beginning July 1st, 2026, and will automatically renew each successive year until terminated by any Party as indicated herein ("Renewal Term"). Any Party may withdraw from or terminate this Agreement at any time during the Initial Term or any Renewal Term by providing written notice of withdrawal or termination to all other Parties. Such withdrawal or termination must be duly approved by the governing authority of such Parties. Any withdrawal pursuant to this Section 1 will not take effect until forty-five (45) days after receipt of the notice of withdrawal by each of the other Parties' governing authorities. Such action will not relieve the withdrawing Party from obligations assumed hereunder prior to the effective date of withdrawal. Notice of withdrawal will be hand-delivered or sent be certified mail, return receipt requested, to all Parties.

Hours and Patrol Area

Town for minimum period of (16) sixteen hours per week (excluding regular days off, vacation time, sick leave time, and annual in-service training) to perform police duties within the Town's corporate limits. The Sheriff will determine the schedule for the Deputy's hours assigned to the Town. In addition to the services of the Deputy, the Sheriff will continue to provide the present level of police patrol normally occurring within the Town. However, nothing in this Agreement will prevent the Sheriff from detailing the Deputy or other deputies normally performing police duties within the Town's corporate limits to areas outside of the Town in the event of an emergency situation. For purposes of this Agreement, an emergency situation is defined as a sudden or unexpected happening or an unforeseen combination of circumstances that calls for immediate action to protect an individual's or individuals' health, safety, welfare, or property from actual or threatened harm or from any unlawful act.

Deputy Qualifications

3. The Deputy will be a sworn uniformed deputy and a member of the Washington County Sheriff's Office. The Deputy will comply with the minimum standards for qualification and certification required of a law enforcement officer by the Washington County Sheriff's Office and the laws of the State of Maryland

Employment Relationship

4. The Deputy will remain an employee of the County and the Sheriff and will be subject to the sole and exclusive control and supervision of the Sheriff. Nothing in this Agreement will be considered to create the relationship of employer and employee between any Deputy and the Town, between the County and the Town, or between the Sheriff and the Town. In relation to the Town, the County, the Sheriff, and the Deputy will, at all times, be deemed independent contractors.

Records

5. The Sheriff will provide a monthly report to the Town, summarizing the time the Deputy has spent patrolling within the Town. Upon reasonable advanced notice to the Sheriff, the Town will have the right to inspect records maintained by the Sheriff relating to actual patrol time conducted pursuant to and in furtherance of this Agreement.

Vehicles

6. The County, at its sole expense, will provide a properly equipped vehicle for the Deputy's use and will provide proper insurance and maintenance for the vehicle. Title and ownership of the vehicle will be in the County's name, and the vehicle will be in the County's possession at all times. The vehicle should be replaced every five (5) years.

Other Equipment

7. The County will purchase and provide all necessary equipment and uniforms for the Deputy listed on Schedule A attached to and made a part of this Agreement. During the term of this Agreement and after the expiration or termination of this Agreement, all of the equipment and uniforms provided by the County hereunder and listed on Schedule A will be exclusively and solely owned by the County. The County will maintain, insure, and operate, at its sole expense, all the items listed on Schedule A during the term of this Agreement.

Costs and Expenses

During the Initial Term of this Agreement, the total annual costs and expenses for 8. the Sheriff's implementation of the Community Deputy program are \$126,655.81 of which \$50,662.00 is the amount of the Town's obligation to pay as contribution to the reasonable and proper salary, benefit, and personal equipment costs of the Deputy. Contemporaneously with this Agreement, the County and the Sheriff have entered into separate agreements with the towns of Clear Spring, Keedysville, and Sharpsburg, who will also pay contributions to the reasonable and proper salary, benefit, and personal equipment costs of the Deputy in accordance with the terms and conditions of their respective separate agreements. The total costs for the Deputy, and the respective shares of each town's cost contributions, are set forth in Schedule B attached to and made a part of this Agreement. At least ninety (90) days prior to the end of the Initial Term of this Agreement, the Sheriff will provide to the Town a certification, substantially in the form of Schedule B, indicating the total costs for the Deputy and the Town's respective share for cost contributions for the Deputy in any upcoming Renewal Term. For each successive year that this Agreement automatically renews and remains in force, the Sheriff's cost certification will be prepared substantially in the form of Schedule B and will become a part and material term of this Agreement. If the Town does not wish to renew the Agreement at the share of cost contribution indicated in the Sheriff's certification, the Town's governing authority will indicate in writing its intent to terminate this Agreement. Termination of this Agreement and the obligations of the Sheriff and the County will cease upon the expiration of the then current term.

Payment of Costs and Expenses

9. The Town's payments of the amounts indicated in Section 8 will be made to the County on a quarterly basis when billed by the County, payable within 30 days of said billing.

Dependent Contract

10. The obligations of the Sheriff and the County under this Agreement are dependent upon the towns of Clear Spring, Keedysville, Funkstown, and Sharpsburg fully funding their respective shares of related costs pursuant to the terms and conditions of their respective separate agreements with the Sheriff and the County. In the event that one or more of the towns fails to fully fund its share of related costs, and if substitute funding is unavailable, the Sheriff and the County may exercise the rights of renegotiation and, alternatively, termination, reserved to them under Paragraph 1 of this Agreement.

Binding Effect

11. This Agreement and all terms, conditions, and covenants hereof, will inure to the benefit of and be binding upon the Parties and their respective successors and assigns. None of the Parties will have the right to assign, transfer, or subcontract any of their interests or obligations hereunder without written consent of all other Parties.

Modification

12. No modification or amendment of the terms of this Agreement will be valid unless such modification or amendment is in writing and executed by all Parties.

Hold Harmless

13. To the extent permitted by law, the County and the Sheriff will indemnify and hold the Town harmless against any and all suits, claims, or actions arising or alleged to arise as a result of the acts or omissions of the Deputy, the Sheriff, or the County relating to this Agreement.

Entire Understanding

14. This Agreement contains the entire understanding of the Parties who will not be bound by any representations, warranties, covenants, or understandings other than those expressly set forth in this Agreement. The Parties agree and acknowledge that this Agreement is separate and distinct from any other agreement by, between, or among the Parties relating to the Sheriff's deputies patrolling the Town.

Notices

15. Any notices required herein will be mailed to all Parties, by regular mail, postage prepaid, to the individuals and addresses set forth below.

To the County:

County Administrator

100 West Washington Street, Suite 1101

Hagestown, MD 21740

To the Sheriff:

Sheriff

Washington County Sheriff's Office 500 Western Maryland Parkway

Hagerstown, MD 21740

To the Town:

Mayor and Town Council
Town of Funkstown

30 East Baltimore Street

P.O. Box 235

Funkstown, MD 21734

Severability of Provisions

16. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in full force and effect.

Applicable Law

17. This Agreement will be construed and governed in accordance with the laws of the State of Maryland.

Recitals

18. The Recitals are and will be considered substantive terms of this Agreement.

Headings

19. The paragraph headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

Non-Waiver

20. The failure of any Party to insist upon compliance with any term of this Agreement will not be deemed a waiver of any right to enforce such provision.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed and their respective seals affixed the day and date first above written.

ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MD		
Michelle Priebe, Executive Assistant	By: John F. Barr, President		
WITNESS:	WASHINGTON COUNTY SHERIFF'S OFFICE By: Brian K. Albert, Sheriff		
BRENDA HAYNES, TOWN HANAGER	TOWN OF FUNKSTOWN By: Paul Crampion, Mayor		

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

Zachary J. Kieffer County Attorney

SCHEDULE A

EQUIPMENT AND UNIFORM REQUIREMENTS FOR COMMUNITY DEPUTY PROGRAM

_	All conson pants
5	All season pants Class B summer shirts
5	· Class A & B winter shirts
5	Class C trousers
1	
1	Class C long sleeve shirt Class C short sleeve shirt
1	Uniform necktie
1	
1	Patrol jacket Uniform dress blouse
1	
1	Winter campaign hat
1	Summer campaign hat
1	Hat trap for campaign hat
1	Campaign weather cover
1	Summons/citation cover
1	5.11 HI-VIS reversible parka Safariland 4-row-stitch Sam Browne belt
1	
1	4-pack Safariland belt keepers
1	Inner duty belt
1	Sam Browne shoulder strap
1	Safariland holster
1	Safariland handcuff case
1	Peerless standard handcuffs
1	MK-3 Defense Technology .2% 360
1	Safariland leather MK-3 case
1	Safariland leather double magazine holder
1	Glock 22 GEN4, .40 cal w/NS, 3 magazines
1	ASP baton
-1	ASP baton holder
1	Remington 870 shotgun
1	Powertac Warrior reloaded LED light
1	Protective vest
1	ANSI traffic vest
1	Streamlight TLR-1 tactical LED gun light
1	Safariland mini flashlight carrier
1	Acoustic ear piece
1	Camera
1	Sirchie patrol latent print kit
1	Portable radio
1	Portable radio holder
1	Badge
î	Name plate
~	-

1	Years of service pin
1	Tie pin
1	Pistol badge
1	
1	Collar ornaments
1	Hat badge
1	Rank insignia
1	Premier Crown TacElite PC helmet w/neck cape black
1	Hatch Reactor riot glove
1	LawPro LAPD ballistic nylon war bag
1	Taser w/holster & battery
1	Disposable medical blanket
1 .	Dyna Med deluxe first aid kit w/steel case
1	QuikClot combat gauze
1	Body fluid kit
1	CPR mask
2	Sharps tube
1	MSA Millennium gas mask
1	MSA CBRN canister for Millennium gas mask
1	Blackhawk Omega Elite gas mask leg pouch

SCHEDULE B

COST AND EXPENSES CERTIFICATION FOR COMMUNITY DEPUTY PROGRAM

Summary of Costs and Expenses:

Starting Salary	\$65,699.00
Benefits	\$43,361.00
Personal Equipment	<u>\$17,595.00</u>

Total: \$126.655.00

Summary of Town Contributions To Costs and Expenses:

Clear Spring	\$25,331.00
Funkstown	\$50,662.00
Keedysville	\$25,331.00
-	\$25,331.00
Sharpsburg	4.00

Total: \$126.655.00

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF EDUCATION OF WASHINGTON COUNTY, WASHINGTON COUNTY SHERIFF'S OFFICE, AND

THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2025 between the Board of Education of Washington County (Board of Education), the Washington County Sheriff's Office (Sheriff's Office), and the Board of County Commissioners of Washington County, Maryland (Board of County Commissioners), a body corporate and politic and a political subdivision of the State of Maryland.

Whereas, the Board of Education desires the Sheriff's Office to render special law enforcement services, namely, the providing of full-time School Resource Officers (SROs) for its public schools within the jurisdiction of the Sheriff's Office.

Whereas, Section 26-102(a) of the Education Article of the Annotated Code of Maryland defines a "School Resource Officer" as:

A law enforcement officer as defined under § 3-101(e) of the Public Safety Article who has been assigned to a school in accordance with a memorandum of understanding between the chief of a law enforcement agency as defined under § 3-101(b) of the Public Safety Article and the local education agency.

Whereas, the Sheriff's Office and the Board of County Commissioners have agreed to provide full-time SROs to the Board of Education. The full-time status is defined as a 12-month calendar year to include professional development days and the summer months.

Therefore, in consideration of the mutual promises and covenants contained herein, the Board of Education, the Sheriff's Office, and the Board of County Commissioners mutually agree as follows:

Section 1. Mission and Goals

1.01 Mission of the SRO Program

The mission of the SRO program is to assist the Board of Education with creating and maintaining a safe, secure, and orderly learning environment for students, staff, and teachers. The SRO will establish a trusting channel of communication with students, parents/legal guardians, staff, and teachers. SROs will serve as a positive role model to help instill in students good judgement, discretion, respect for other students, staff, and teachers, along with a sincere concern for the school community.

1.02 SRO Program Goals

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents/legal guardians. The goals of the SRO program include the following:

- Maintain a highly visible uniformed presence at assigned schools;
- Visit feeder schools on a regular basis;
- Provide safety for students, staff, teachers, and all persons involved with the schools;
- Address incidents of school violence and increase crime prevention measures;
- Establish a rapport with staff, teachers, and parents/guardians; and
- Foster a relationship between students and the SRO through positive interaction and assist students with mediating disputes.

Section 2. Sheriff's Office Duties and Responsibilities

2.01 Adequate Coverage

The Sheriff's Office shall provide and assign deputies to specific secondary schools and school feeder patterns existing outside the City of Hagerstown. The selection and assignment of SROs shall be a cooperative decision between the Sheriff's Office and Washington County Public Schools (WCPS).

When an on-site SRO is not available at a school outside of the Hagerstown city limits, adequate coverage will be the primary responsibility of the Sheriff's Office.

During an emergency, the Sheriff's Office may require the immediate assistance of an SRO. The SRO will return to their assigned schools at the conclusion of the emergency need. Prior to the SRO being temporarily reassigned to attend to a Sheriff's Office emergency need, the Sheriff's Office will notify the SRO Supervisor and the WCPS Safety and Security Department to ensure that WCPS can make necessary staffing adjustments due to the absence of the SRO.

In the event of a resignation, dismissal, or reassignment of an SRO, the Sheriff's Office will provide an immediate replacement. If a deputy is not available as an immediate replacement, the Sheriff's Office will provide a replacement within a reasonable amount of time after the vacancy. The Board will cease payment for the open SRO position until a replacement is assigned and working at a school.

If an SRO is absent from school for illness, leave, or other law enforcement reason for less than three (3) days, a replacement SRO/adequate coverage is not required. On day three (3) of consecutive days off, the Sheriff's Office will attempt to provide an SRO substitute officer. In the event the SRO is out of school on extended leave, the Sheriff's Office will work with WCPS to develop a plan to offer adequate coverage for the SRO's assigned schools.

2.02 SRO Program Supervisor

During the term of this MOU, there will be a program supervisor from the Sheriff's Office assigned to the SRO program.

The program supervisor will:

- Supervise the daily operation of the SROs and the SRO unit to include:
 - the regular school year;

- o the WCPS summer school programs;
- o adequate coverage for after school activities; and
- o WCPS community obligations, i.e., summer meal program
- Ensure the SROs are adhering to the Sheriff's Office's rules, regulations, and procedures;
- Review reports and paperwork submitted by the SROs;
- Ensure the SROs continue to meet Maryland SRO mandates and training;
- Coordinate training with the SRO, with a preference on summer training to include:
 - o the Maryland Center for School Safety conference;
 - o training school administrators during the school year and summer; and
 - o assisting school administrators with reviewing and editing emergency plans
- · Work closely with the WCPS Safety and Security Manager; and
- Consult with the school administrators of the school(s) in which the SRO is assigned for input into the assigned SRO's performance.

SROs shall complete and submit all police paperwork to the program supervisor and not WCPS staff. The Sheriff's Office will provide copies of police reports to WCPS at no cost if WCPS is the listed victim.

SROs will remain employees of the Sheriff's Office and be under the supervision of the SRO program supervisor.

2.03 Provide Equipment and Training

The Sheriff's Office will provide all uniforms, vehicles, and equipment needed by the SROs to perform their function as a police officer, including body worn cameras. The Sheriff's Office will determine the SRO uniform of the day (including alternate uniforms) and equipment.

The Sheriff's Office shall ensure that the exercise of law enforcement powers by SROs complies with the authority granted by law.

The Sheriff's Office will ensure that assigned officers/deputies receive basic SRO training consistent with The Safe to Learn Act of 2018 standards as soon as practicable and within the mandated time limit.

Section 3. SRO Duties and Responsibilities

3.01 School Discipline

SROs will be familiar with the WCPS student handbook and Board of Education policies and school system administrative regulations. The enforcement of WCPS student rules and student discipline will be the responsibility of the school administration of each school.

SROs will not enforce the school's rules and regulations.

3.02 School Threat Assessment Team

SROs will be a member of the School Threat Assessment Team for their assigned schools and may participate in the development of a Safety Plan for a student that may have participated in

a threat of any kind. The SRO will not participate in determining or issuing school discipline. Beyond the Safety Plan, the SRO can participate in mentoring and other support roles.

3.03 Assignment and Schedule

The feeder system, geography, or the size of a school could determine the assignment of schools. The SRO's assignment will most likely be to multiple schools. The SRO Program Supervisor and the WCPS Safety and Security Manager will mutually determine school groupings for each SRO.

When school is in session, the SRO will primarily work a Monday – Friday work schedule that mirrors the normal student arrival and dismissal times. School Administrators cannot modify the SRO's schedule to provide coverage for special evening activities.

SROs will provide coverage for evening Board of Education meetings. The assignment will be a minimum of a four- (4) hour assignment beginning at 1600 hours at the contracted overtime flat rate. In the event the Board of Education meeting schedule changes, the parties will confer and reach an agreement on providing adequate coverage.

During the period between the last day of school in June and the first day of school in August, the SRO's working schedule may be, subject to the terms and conditions of the Sheriff's Office negotiated agreement, Monday through Thursday, 10 hours per schedule consistent with the schedule of WCPS staff and meets the needs of the WCPS programs.

3.04 Assignment Request from WCPS

An SRO may receive assignment requests from a school administrator, the WCPS liaison, or the SRO program supervisor. The SRO shall keep the school administrator and the SRO program supervisor apprised of their school-related activities. Any school assignments or requests that conflict with the SRO's law enforcement duties will be referred to the SRO's program supervisor and the WCPS liaison, but only when the SRO and the school administrator cannot resolve the matter.

3.05 Authority to Arrest

When an incident occurs on school grounds that could result in the arrest of a student, the SRO and school administrator may confer to determine if an arrest is appropriate. A school administrator cannot unilaterally determine that an arrest is warranted. The decision as to any arrest shall be made solely at the discretion of the SRO.

3.06 SRO responsibilities include:

- Maintaining a safety presence for the schools to which the SRO is assigned and enforcing laws when necessary;
- Working closely with the school administrators, staff, students, and parents/guardians
 of their assigned schools to encourage a safe environment;
- Acting as the liaison between the school administration, staff, teachers, students, and other law enforcement officers or agencies;

- · Serving as a positive role model and mentor for students;
- · Talking with students about the public's interactions with police;
- Being the primary contact for law enforcement incidents occurring in school and/or with WCPS students, staff, and teachers;
- Participating in school activities and educational experiences, when available and where appropriate;
- Contacting schools and the WCPS liaison when a community event may require sheltering in place;
- Completing school site safety assessments and making recommendations to improve safety and reduce the risk of crime;
- · Acting as a liaison with other police officers and agencies;
- Informing other police officers and agencies of any threats or concerns on school property, bus stops, and other areas as appropriate;
- Participating in summer school, community meal distribution sites, training, and youth programs during the summer break, when not on approved vacation leave;
- Assisting with a safety plan and coordinating a police response to a school or the Center for Education Services when a parent/guardian threat or safety concern is received;
- Assisting with staff and teacher safety training, which may include tabletop drills and Run, Hide, Fight discussions; and
- Adhering to all rules, regulations, and procedures of the Sheriff's Office.

3.07 Body Worn Cameras

SROs are assigned body worn camera (BWC) equipment, as worn by all Sheriff's Office deputies, and have been properly trained in its functions and procedures before use. SROs will comply with the requirements of the Sheriff's Office policy addressing BWC at all times during their assignment as an SRO. A copy of the policy is included herewith as Attachment I.

In addition to the restrictions on use contained in the Sheriff's Office policy, SROs will not record in places where a reasonable expectation of privacy exists, such as locker rooms or restrooms, unless the activation is required for the performance of official duties. SROs will not activate the BWC during meetings involving students and/or school personnel that are administrative in nature and that do not involve suspected criminal activity or potential for disruptive behavior.

Recordings shall not be routinely or randomly viewed by WCPS personnel. Based upon specific incidents and legitimate need, the Superintendent or designee may request to view video footage with the involved SRO. Requests to obtain copies of any video footage may only be made by the Superintendent or their designee in accordance with the procedure set forth in the Sheriff's Office policy. The Sheriff's Office will notify WCPS of any requests for release of, or actual release of, BWC video footage concerning an incident or event that occurs on school property.

3.08 Student Privacy Laws

The parties agree to share student information only to the extent permitted with state and federal privacy laws including Family Educational Rights and Privacy Act (FERPA), Maryland Education Article and related Board Policies.

The Sheriff's Office and SROs will only request information or access to student records as permitted by law. SROs are not school officials under FERPA. In cases involving health or safety emergencies, WCPS may release relevant records to the SRO only as permitted under FERPA's health/safety exception.

Section 4. Board of Education and WCPS Duties and Responsibilities

4.01 SRO Program Liaison

During the term of this MOU, the WCPS Safety and Security Manager will be a liaison to the SRO program.

4.02 Office and Equipment

WCPS will provide each SRO with office space and furniture, a laptop computer with network and internet access, and school unified communications access at their primary assignment. WCPS will issue a school radio and identification badge with electronic access to all school buildings to each SRO.

4.03 Cameras

WCPS will grant access to its camera system to the SROs. SROs may not distribute recordings from the WCPS camera system without WCPS permission. Requested recordings where WCPS is not the victim will require a subpoena.

4.04 Training

WCPS will provide training to school administrators on the application of Maryland law and COMAR related to school arrests and on the assignment and responsibilities of SROs.

WCPS will invite SROs to participate in applicable professional development when opportunities are available. Training could include seminars, conferences, and school-based tabletop exercises. Unless otherwise agreed upon, any cost associated with training will be the responsibility of the Sheriff's Office.

4.05 Inclusion

WCPS will promote the inclusion of the SRO into the school setting. This could include, but is not limited to, classroom activities where appropriate, lunchtime conversations with students, safety programs, and mentoring opportunities.

School administrators will not assign an SRO to roles such as substitute teacher, instructional assistant, in-school suspension instructor, crossing guard, bus dismissal, etc.

Section 5. Board of County Commissioners Responsibilities

The Board of County Commissioner's Budget and Finance Office will issue an invoice to the Board of Education on a quarterly basis for 25% of the yearly cost of each SRO's salary and benefits associated with the official duties as an SRO as set forth in the annual budget. The Board of Education will submit payment to the Budget and Finance Office within fifteen (15) days of receipt of the invoice issued by the Budget and Finance Office.

Overtime assignments may be billed by the County's Budget and Finance Office within thirty (30) days of the assignment.

Section 6. Public Information Sharing

6.01 Press Releases

When appropriate, the WCPS Public Information Department and the Sheriff's Office Public Information Office will coordinate the release of any public communications involving WCPS, staff, and students.

6.02 Critical Events

During a large-scale critical event, the WCPS Public Information Department and the Sheriff's Office Public Information Office will establish a joint information center to coordinate the release of public information. The Unified Command Staff may determine the location of the joint information center. A virtual joint information center may be used when needed.

Section 7. Claims or Lawsuit Filed

In the event a claim or lawsuit is filed against any party to this MOU, the parties agree as follows:

- To fully cooperate in the defense of such claims or lawsuit; and
- To each bear, at its sole expense, its defense of such claims or lawsuit.

Section 8. Agreement

8.01 Term of Agreement

The term of this MOU shall commence upon July 1, 2025. This MOU shall stay in force until the execution of a new agreement and/or a party terminates this agreement. Attachment II will be amended annually.

8.02 Complete Agreement

This MOU is the complete agreement of the parties. Any amendments or modifications to the MOU must be in writing. This MOU supersedes, cancels, and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

Section 9. Notices

All notices required or permitted under the terms of this MOU by either party to the other party shall be in writing, and, unless otherwise specified in writing by the respective parties, shall be sent to the parties and addresses as follows:

(REPRESENTING BOARD OF EDUCATION)

Washington County Public Schools 10435 Downsville Pike Hagerstown, Maryland 21740 Attn: Dr. David T. Sovine, Superintendent

With a copy to:
Washington County Public Schools
10435 Downsville Pike
Hagerstown, Maryland 21740
Attn: Office of Chief Legal Counsel

(REPRESENTING SHERIFF'S OFFICE)

Brian K. Albert, Sheriff 500 Western Maryland Parkway Hagerstown, Maryland 21740

With a copy to: Attorney for the Washington County Sheriff's Office 500 Western Maryland Parkway Hagerstown, Maryland 21740

(REPRESENTING BOARD OF COUNTY COMMISSIONERS)

Board of County Commissioners 100 West Washington Street, Suite 1101 Hagerstown, Maryland 21740

With a copy to: County Attorney's Office 100 West Washington Street, Suite 1101 Hagerstown, Maryland 21740

Section 10. Budget

The Sheriff's Office will submit a budget that covers the school year and summer break on or before July 1 each year to the Board of Education. The budget, set forth in Attachment I, will cover the period from July 1 to June 30. Each SRO's salary and benefits will determine the budgeted cost per SRO.

In the event the Board of County Commissioners adjusts the annual salary, as set forth in Attachment I, of a school resource officer during the term of this MOU, the Sheriff's Office will notify the Board of Education in writing of the change within 15 days. The written notice will include the adjusted annual salary, fringe benefits cost, and total cost of the school resource officer. The Board of Education will

approve the amended budget provided supplemental appropriations are received from the County Commissioners. In the event additional appropriations are not received, the Board of Education will only pay the amount set forth in Attachment I.

Section 11. Termination or Suspension

11.01 Termination of Agreement

A party wishing to terminate this Agreement must provide written notice of termination to the other parties no later than January 1, with an effective date of June 30.

11.02 Suspension of Agreement

If the Sheriff's Office declares a need to suspend this MOU to utilize the SROs in a temporary function outside of this MOU, the Board of County Commissioners will suspend the Board of Education's payment for the SROs. The contracted payment will be prorated for the remainder of the contract term and resume when the SROs return to fulltime status as SROs.

If WCPS decides the services of an SRO or the SRO program is temporarily unnecessary, WCPS will pay the agreed upon yearly amount set forth in Attachment I.

Section 12. Invalid Provision

If a court of competent jurisdiction deems any provision of this MOU invalid for any reason, the remainder of this MOU, to the extent practical, shall remain in full force and effect.

In witness, hereof the parties have hereunto set their hands and seals as of the first day of July, 2022.

ATTEST:	BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND
	BY: David T. Sovine, Superintendent
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
	BY: John Barr, President

WITNESS:

Norma J. Burcker Digitally signed by Norma J. Burcker Date: 2025.07.22 12:41:39-04'00'

WASHINGTON COUNTY SHERIFF'S OFFICE

Brian K. Albert Digitally signed by Brian K. Albert Date: 2025,07.22 12:41:13 -04'00'

Brian Albert, Sheriff

ATTACHMENT II TO MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON COUNTY BOARD OF EDUCATION, WASHINGTON COUNTY SHERIFF'S OFFICE, AND BOARD OF COMMISSIONERS OF WASHINGTON COUNTY

FOR THE PERIOD OF JULY 1, 2025 TO JUNE 30, 2026

	WCBOE Supervisor	Boonsboro School Complex	Clear Spring School Complex	Smithsburg School Complex	Williamsport School Complex
Deputy	Willison	Bragunier	Lipinski	McCarthy	Wade
Annual Salary of SRO	\$112,501.48	\$111,598.76	\$106,205.23	\$108,867.82	\$87,158.05
Fringe Benefits at 66% of Annual Salary	\$74,250.98	\$73,655.18	\$70,095.45	\$71,852.76	\$57,524.31
Total Cost of SRO Per Complex	\$186,752.46	\$185,253.94	\$176,300.67	\$180,720.57	\$144,682.36
Total FY26 Budget	\$873,710.01				



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

PUBLIC PACKET

SUBJECT: Interfaith Service Coalition, Martha's House, Commissioner Contingency Funding Request

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Michelle Gordon, County Administrator

RECOMMENDATION: Move to approve the request for one time use of Commissioner Contingency funding for the Interfaith Service Coalition in an amount not to exceed \$39,000, for one-time expenses associated with the foundation repairs to Martha's House in Hancock, MD.

REPORT-IN-BRIEF: Discussion regarding a request for funding from the Interfaith Service Coalition in an amount not to exceed \$39,000, for one-time expenses associated with the foundation repairs to Martha's House in Hancock, MD.

ISC has provided staff with all requested documents and a building and zoning permit (HK2025-0013) was issued to their selected contractor on 6/9/2025. Staff recommends that funds be disbursed on a reimbursement basis and will require ISC to submit proof of work completed from the contractor prior to payment.

DISCUSSION: At the Board of County Commissioner (BOCC) meeting held on February 25, 2025, the BOCC directed staff to work with Interfaith Service Coalition (ISC) regarding their request for funding in an amount not to exceed \$39,000, for one-time expenses associated with the foundation repairs to Martha's House in Hancock, MD. Martha's House is located at 49 W. Main Street, Hancock, MD. Interfaith Service Coalition is working with officials to have Martha's House designated as the County's only warming / cooling station in Hancock. In anticipation of this designation, ISC has added solar panels and a gas generator to the property. A pulldown staircase was ordered earlier this year which will be installed on the side of the building leading up to the generator.

During this designation process, it was discovered that there was a separation in the floor / foundation in the basement or ground floor of Martha's House. ISC has consulted with a structural engineer to perform the repairs which are currently underway. The south wall of the building is sinking due to washout and loose soil below the existing footing. Funding is needed to underpin the south wall to stabilize the foundation and install new footings on stable soil.

ISC has provided staff with all requested documents and a building and zoning permit (HK2025-0013) was issued to their selected contractor on 6/9/2025. Staff recommends that funds be disbursed on a reimbursement basis and will require ISC to submit proof of work completed from the contractor prior to payment.

FISCAL IMPACT: \$39,000 from Commissioner Contingency funds. Staff recommends that funds be disbursed on a reimbursement basis.

CONCURRENCES: Kelcee Mace, CFO as to sufficiency of available funding.

ALTERNATIVES: Fund the request with \$39,000 from CIP Reserves instead of Commissioner

Contingency Funds. Deny the request for funding.

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: None



Agenda Report Form

Open Session Item

SUBJECT: Hagerstown Regional Airport Advisory Commission - Appointment

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Dawn Marcus, County Clerk

RECOMMENDATION: Move to appoint Aaron Vittini to serve a partial term through

October 31, 2026, on the Airport Advisory Commission.

REPORT-IN-BRIEF: The Airport Advisory Commission consists of seven voting members that serve three-year terms. The County Commissioners also may appoint others to serve as non-voting, ex-officio members for various terms and differing purposes.

DISCUSSION: N/A

FISCAL IMPACT: This is not a paid board.

CONCURRENCES: Airport Advisory Commission; Neil Dorin, Director

ATTACHMENTS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Washington County Board of Social Services - Appointment

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Dawn Marcus, County Clerk

RECOMMENDATION: Move to appoint Carrie Johnson, to serve a partial term through June 30, 2028, on the Board of Social Services.

Move to appoint Lt. Andrew Lewis, to serve a partial term through June 30, 2026, on the Board of Social Services.

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