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BOARD OF COUNTY COMMISSIONERS

September 23, 2025

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *August 26, 2025*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:30 AM 1. PUBLIC HEARING: APPLICATION FOR ZONING TEXT AMENDMENT RZ-25-002
Kyla Shingleton, Comprehensive Planner, Planning and Zoning; Jill Baker, Director, Planning and Zoning
- 9:50 AM 2. PUBLIC HEARING: APPLICATION FOR ZONING TEXT AMENDMENT RZ-25-003
Kyla Shingleton, Comprehensive Planner, Planning and Zoning; Jill Baker, Director, Planning and Zoning
- 10:10 AM 3. PUBLIC HEARING: APPLICATION FOR ZONING TEXT AMENDMENT RZ-25-004
Kyla Shingleton, Comprehensive Planner, Planning and Zoning; Jill Baker, Director, Planning and Zoning
- 10:30 AM 4. PROCLAMATION FOR CITIZENS' EMERGENCY PREPAREDNESS MONTH
Board of County Commissioners to Alan Matheny, Director, Emergency Management
- 10:35 AM 5. ADVANCED LIFE SUPPORT ("ALS") SERVICE MEMORANDUM OF UNDERSTANDING AND JOINT BILLING AGREEMENT
Kelcee Mace, Chief Financial Officer; R. David Hays, Director, Emergency Services
- 10:40 AM 6. BILLING AND COLLECTION POLICY FOR EMERGENCY TRANSPORTS
Kelcee Mace, Chief Financial Officer
- 10:45 AM 7. SOLE SOURCE PROCUREMENT AWARD (PUR-1769) – PROSECUTOR AND ANNUAL SUBSCRIPTION AND SUPPORT FOR THE STATES ATTORNEY'S OFFICE
Brandi Kentner, Director, Purchasing; Sara Gaumer, Deputy State's Attorney; Joshua O'Neal, Chief Technical Officer, Information Technology

- 10:50 AM 8. BID AWARD (PUR-1757)- CONTRACT SERVICES A TRANSFER STATIONS AND ON-SITE AT FORTY WEST LANDFILL
Brandi Kentner, Director, Purchasing; David Mason, Deputy Director, Solid Waste
9. BID AWARD (PUR-1758) – RECYCLING DROP-OFF SERVICES
Brandi Kentner, Director, Purchasing; David Mason, Deputy Director, Solid Waste
10. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-25-209) TWO (2) NEW 2027 MACK GRANITE 4X2 PLOW TRUCKS
Brandi Kentner, Director, Purchasing; Zane Rowe, Deputy Director, Highways Department
11. CORRECTION: SOLE SOURCE AWARD (PUR-1767) – VESTA 9-1-1 HARDWARE REFRESH UPGRADE FOR THE DEPARTMENT OF COMMUNICATIONS
Brandi Kentner, Director, Purchasing; Alan Matheny, Director, Emergency Management
- 11:00AM 12. BID AWARD (PUR-1639) ON CALL STORMWATER MANAGEMENT MAINTENANCE TASK ORDER FOR THE DEPARTMENT OF STORMWATER AND WATERSHED SERVICES
Carin Bakner, Buyer, Purchasing; John Swauger, Stormwater Management Coordinator, Water Quality
- 11:05 AM 13. GOVERNOR’S OFFICE FOR CHILDREN ENOUGH CAPACITY GRANT
Carsten Ahrens, Senior Grant Manager, Grant Management
- 11:10 AM 14. FY26 MIEMSS CARDIAC DEVICE GRANT – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING
David Chisholm, Deputy Director – Operations, Emergency Services; Richard Lesh, Grant Manager, Grant Management
- 11:15 AM 15. BLACK ROCK GOLF COURSE TRAINING CENTER - NAMING RIGHTS
Andrew Eshleman, Director, Public Works; Jaime Dick, Deputy Director, Parks and Recreation
- 11:20 AM 16. SENIOR NETWORK ENGINEER HIRING RECOMMENDATION
Joshua O’Neal, Chief Technical Officer, Information Technology; David Elliott, Director, Information Technology; Chip Rose, Director, Human Resources
- 11:25 AM 17. WASHINGTON COUNTY ETHICS COMMISSION REAPPOINTMENTS
Zachary J. Kieffer, County Attorney
- 11:30 AM 18. PRESENTATION OF 2025-2026 FARM OF THE YEAR AWARD
Kelsey Keadle, Business Specialist – Agriculture, Business and Economic Development

11:35 AM CLOSED SESSION – *(To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals (1). Personnel matters are confidential, precluding discussion in open session.*

- *Discussion of employment and compensation of part-time County employee.*
- *Hiring Recommendation for open County position*
- *Discussion of hiring for open County position*
- *Discussion of appointment to County Adult Public Guardianship Review Board*

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 and sharing of proprietary information(4).

- *Discussion of application for extension of foreign trade zone.*
- *Discussion of incentive plan at HGR.*

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 regarding pending litigation.*

To consult with staff about pending litigation (8). Discussion pertains to actual litigation in which the County is involved.

- *Discussion with County staff about settlement of litigation.)*

3:30 PM RECONVENE IN OPEN SESSION

RECESS

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

6:00 PM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*

6:05 PM TOWN OF SHARPSBURG LEADERS' REPORTS AND COMMENTS

6:20 PM COMMISSIONERS' AND COUNTY ADMINISTRATOR'S REPORTS AND COMMENTS

7:00 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: rleatherman@washco-md.net or (240) 313-2209;

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

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



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING: Application for Zoning Text Amendment RZ-25-002

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Kyla Shingleton, Comprehensive Planner, Department of Planning and Zoning and Jill Baker, AICP, Director, Department of Planning and Zoning

RECOMMENDED MOTION: The purpose of this public hearing is to take public comment on the rezoning application. The Commissioners may take a consensus vote on whether to approve or deny the request or wait until a later date to deliberate.

REPORT-IN-BRIEF: Application is being made to amend Articles 3, 7A, 8, 9, 10, 19C, 28A of the Washington County Zoning Ordinance to add halfway houses and group homes as a principally permitted use.

DISCUSSION: The Washington County Zoning Ordinance currently lists transitional or sheltered care facilities as a permitted use only in Rural Business (RB). This will be removed as it is similar in function to a halfway house.

In addition, the Maryland General Assembly passed legislation that pre-empts local zoning authority. Effective October 1, 2015, Maryland House Bill 1109 (2015 session) provides the zoning and definitions for small and large halfway houses. The bill states that for zoning purposes small halfway houses are deemed a single-family dwelling and large are deemed a multi-family dwelling. Maryland House Bill 857 (2017 session) provides similar zoning provisions for group homes and definitions for small and large group homes. Both bills state that halfway houses and group homes are not subject to any special exception, conditional use permit, or procedure that differs from that required for a single-family or a multi-family dwelling.

In addition to the passed legislation, these amendments will add and expand the locations halfway houses and group homes will be principally permitted. Both will be permitted in all residential districts including Agricultural Rural (A(R)), Environmental Conservation (EC), Preservation (P), Rural Village (RV), Residential, Transition (RT), Residential, Suburban (RS), Residential, Urban (RU), Residential, Multi-family (RM), and Special Economic District.

This amendment was reviewed by the Planning Commission at a public information meeting held on April 7, 2025. At their regular meeting on May 5, 2025, the Planning Commission voted unanimously to recommend approval of this text amendment.

FISCAL IMPACT: n/a

CONCURRENCES: Planning Commission

ALTERNATIVES: n/a

ATTACHMENTS: Proposed text amendments, staff report, and application, Planning Commission minutes, Planning Commission recommendation

AUDIO/VISUAL NEEDS: None



FOR PLANNING COMMISSION USE ONLY

Rezoning No. RZ-25-002

Date Filed: _____

WASHINGTON COUNTY PLANNING COMMISSION
ORDINANCE TEXT AMENDMENT APPLICATION

Washington Co Planning and Zoning
department

Applicant

747 Northern Av. Hagerstown, MD
21742

Address

Kyla Shingleton

Primary Contact

Same

Address

☐ Property Owner

☐ Contract Purchaser

☐ Attorney

☐ Consultant

☐ Other: _____

240-313-2430

Phone Number

askplanning@washco-md.net

E-mail Address

- ☐ Adequate Public Facilities Ordinance
☐ Forest Conservation Ordinance
☐ Subdivision Ordinance
☐ Solid Waste Plan

- ☐ Water and Sewer Plan
☒ Zoning Ordinance
☐ Other _____

Article 3, 7A, 8, 9, 10, 19C,
Section No. 28A

Please provide the proposed text on a separate sheet of paper as follows: strike-through should be used for deletions [~~deletions~~], unchanged wording in regular type, and new wording should be underlined [new wording].


Applicant's Signature

Subscribed and sworn before me this _____ day of _____, 20____.

My commission expires on _____

Notary Public

FOR PLANNING COMMISSION USE ONLY

- ☐ Application Form
☐ Fee Worksheet
☐ Application Fee

- ☐ Proposed Text Changes
☐ 30 copies of complete Application



Washington County

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DEPARTMENT OF PLANNING & ZONING

PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-25-002

February 27, 2025

Text amendment for group homes and halfway houses

ARTICLE 3. DISTRICTS ESTABLISHED; ZONING MAPS, DISTRICT BOUNDARIES; LAND USE REGULATIONS (RURAL AREA USES)

Section 3.3 - Table No. 3.3 - TABLE OF LAND USE REGULATIONS (RURAL AREA USES)

Land Uses	A(R)	EC	P	RV	RB	IM	Intensity of Use
I. Health Care and Social Assistance							
<u>Group Home, Small</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N/A</u>
<u>Group Home, Large</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N/A</u>
Transitional or Sheltered Care Facility, not to include Assisted Living Facilities.	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>N</u>	<u>N/A</u>
J. Housing							
<u>Halfway Houses, Small</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N/A</u>
<u>Halfway Houses, Large</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N/A</u>

ARTICLE 7A "RT" RESIDENTIAL, TRANSITION DISTRICT

Section 7A.1 Principal Permitted Uses

(g) Nursery Schools or Child Care Centers.

(h) Halfway Houses, Small

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(i) Group Home, Small

ARTICLE 8 “RS” RESIDENTIAL, SUBURBAN DISTRICT

Section 8.1 Principal Permitted Uses

(f) Mixed use developments subject to the provisions of Article 16.

(g) Halfway Houses, Small

(h) Group Home, Small

ARTICLE 9 “RU” RESIDENTIAL, URBAN DISTRICT

Section 9.1 Principal Permitted Uses

(f) Mixed use developments subject to the provisions of Article 16.

(g) Halfway Houses, Small

(h) Group Home, Small

ARTICLE 10 “RM” RESIDENTIAL, MULTI-FAMILY DISTRICT

Section 10.1 Principal Permitted Uses

(h) Agriculture, as defined in Article 28A, including animal husbandry facilities, as defined in Article 28A, which shall be subject to the requirements set forth in Article 22, Division IX.

(i) Halfway Houses, Small and Large.

(j) Group Homes, Small and Large.

ARTICLE 19C “SPECIAL ECONOMIC DEVELOPMENT DISTRICT”

Section 19C.2. Principal Permitted Uses

Golf Course, Country Clubs, Private Clubs, and similar Recreation Uses.

Group Homes, Small and Large.

Halfway Houses, Small and Large.

Health and Beauty Shops.

ARTICLE 28A- DEFINITIONS

~~Transitional or Sheltered Care Facility: A facility, including half-way houses, providing 24 hr/day care of persons with special needs, which provides food and shelter, and may also provide some combination of personal care, transportation, physical, social, or psychological therapy and counseling to assist persons in overcoming physical or emotional problems.~~

Group Home: A residence that provides for the care, supervision, and protection of persons with mental or developmental disabilities on a 24 hr/ day basis. This does not include assisted living facilities or comprehensive care facilities.

- A small group home houses at least 4 but not more than 9 adults.
- A large group home houses at least 10 but not more than 16 adults.

Halfway House: A clinically managed, low intensity residential treatment service for individuals with substance-related disorders who are capable of self-care but are not ready to return to individual living.

- A small halfway house admits at least 4 but not more than 8 individuals.
- A large halfway house admits at least 9 but not more than 16 individuals.

Halfway houses may also include a temporary residence for formally institutionalized individuals that is designed to facilitate their readjustment to private life.



DEPARTMENT OF PLANNING & ZONING

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RZ-25-002

February 27, 2025

WASHINGTON COUNTY ZONING ORDINANCE STAFF REPORT AND ANALYSIS

ARTICLES 3, 7A, 8, 9, 10, 19C, 28A

Proposal: This application is proposing to amend several sections of the Zoning Ordinance to change the allowed locations for halfway houses and group homes. State legislation states that they must be permitted in zones where single and multifamily residences are permitted.

Staff Report: Halfway houses are typically established as transitional housing for individuals leaving inpatient substance treatment; they may also be used as temporary housing for individuals formally institutionalized. They serve as a support system to help integrate individuals back into society. The houses provide support through programs and job training to help the residents find work and a new residence, for after their time in the house is over. Halfway houses being in residential neighborhoods allow for the house's residents to better integrate back into society and be close to societal resources, such as jobs. Halfway houses are mandated throughout the state and are given strict regulations on the structure of the house and its residents. The regulatory agency is the Behavioral Health Administration. Group homes are typically a permanent home for individuals with disabilities that need assistance in daily life. They provide services similar to halfway houses as well as more specified services such as personal care.

Analysis: Currently, county zoning does not match state zoning legislation for halfway houses, that permits halfway houses in all residential zoning districts. In 2015, Title 8, Substance Use Disorders Law, under Health-General in the Code of Maryland was updated to include a subtitle on zoning for halfway houses. The subtitle dictates what halfway houses must be zoned similarly to. Small halfway houses are comparable to single-family dwellings for zoning purposes and are permitted in all residential zones. Large halfway houses are comparable to multifamily dwellings for zoning purposes and are permitted in all zones with a similar density.

Under Health-General in the Code of Maryland, Title 10, group homes are to be permitted in all residential zoning districts. Small group homes are comparable to single-family dwellings and large group homes are comparable to multi-family dwellings.

To be consistent with State law, we are proposing that transitional care facilities be removed from the zoning ordinance and replaced with halfway house definitions. Group homes will be added to the zoning ordinance to allow for better clarification of the ordinance and remain consistent with State law.

The proposed amendments to Articles 3, 7A, 8, 9, 10 and 19C are additions to state where halfway houses and group homes are permitted. Per State legislation, halfway houses, small and large, must be a principally permitted use in all zoning districts where single and multifamily dwellings are a permitted use. Halfway houses and group homes are not subject to any special exception, conditional use permit, or

procedure that differs from that required for a single-family dwelling or a multifamily dwelling of similar density in the same zone.

Article 28A will be amended to include definitions for this amendment: halfway house and group homes.

Group Home is defined as:

“A residence that provides for the care, supervision, and protection of persons with mental or developmental disabilities on a 24 hr/ day basis. This does not include assisted living facilities, comprehensive care facilities or minor foster care homes.”

- A small group home houses at least 4 but not more than 9 adults.
- A large group home houses at least 10 but not more than 16 adults.

Halfway House is defined as:

“Clinically managed, low intensity residential treatment service for individuals with substance-related disorders who are capable of self-care but are not ready to return to individual living”

- A small halfway house that admits at least 4 but not more than 8 individuals.
- A large halfway house that admits at least 9 but not more than 16 individuals.

“Halfway houses may also include a temporary residence for formally institutionalized individuals that is designed to facilitate their readjustment to private life. This does not include women’s shelters”

Staff Recommendation: Staff recommends approval of these amendments in order to provide consistent implementation of our land use policies and regulations.

Respectfully submitted,



Kyla M. Shingleton

Comprehensive Planner



Washington County

M A R Y L A N D

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

May 14, 2025

RZ-25-002

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, 7A, 8, 9, 10, 19C and 28A of the Washington County Zoning Ordinance to change the allowed locations for halfway houses and group homes in accordance with State legislation.

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,

Jill L. Baker, AICP
Director, Washington County Department of
Planning & Zoning

JLB/KS/dse

Attachments

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**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 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 A(R), 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. Stotemyer 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. Stotemyer 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 on-site 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

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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 Behavioral 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.

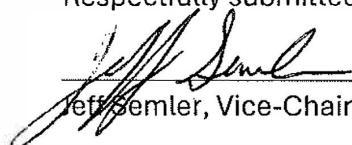
UPCOMING MEETINGS

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

ADJOURNMENT

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,



Jeff Semler, Vice-Chairman



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING: Application for Zoning Text Amendment RZ-25-003

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Kyla Shingleton, Comprehensive Planner, Department of Planning and Zoning and Jill Baker, AICP, Director, Department of Planning and Zoning

RECOMMENDED MOTION: The purpose of this public hearing is to take public comment on the rezoning application. The Commissioners may take a consensus vote on whether to approve or deny the request or wait until a later date to deliberate.

REPORT-IN-BRIEF: Application is being made to amend Section 4.3 of the Washington County Zoning Ordinance to add clarification to better define when a nonconforming use ceases.

DISCUSSION: A nonconforming use is a land use that was lawfully established in accordance with all zoning regulations in effect at the time of its establishment but that is no longer allowed as a principally permitted use by the regulations of the zoning district in which the use is now located. However legally existing nonconforming uses may continue to operate. Expansions of nonconforming uses may be permitted after approval by Board of Zoning Appeals.

The Washington County Zoning Ordinance states that a nonconforming use is considered abandoned after the use has ceased for a six (6) month period. However, Section 4.3 of the Zoning Ordinance does not contain language to establish explicitly when a use has been abandoned officially. Case law researched expands on cessation by finding tangible intent is needed to disprove abandonment after the stated cessation period.

This amendment was reviewed by the Planning Commission at a public information meeting held on April 7, 2025. At the same meeting, the Planning Commission voted unanimously to recommend approval of this text amendment.

FISCAL IMPACT: n/a

CONCURRENCES: Planning Commission

ALTERNATIVES: n/a

ATTACHMENTS: Proposed text amendments, staff report, and application, Planning Commission minutes, Planning Commission recommendation

AUDIO/VISUAL NEEDS: None



FOR PLANNING COMMISSION USE ONLY

Rezoning No. RZ-25-003

Date Filed: 3-7-25

WASHINGTON COUNTY PLANNING COMMISSION
ORDINANCE TEXT AMENDMENT APPLICATION

Washington Co Dept Planning and
Zoning

Applicant

747 Northern Ave Hagerstown, MD
21742

Address

Kyla Shingleton

Primary Contact

Same

Address

☐ Property Owner

☐ Contract Purchaser

☐ Attorney

☐ Consultant

☒ Other: _____

240-313-2430

Phone Number

askplanning@washco-md.net

E-mail Address

- ☐ Adequate Public Facilities Ordinance
- ☐ Forest Conservation Ordinance
- ☐ Subdivision Ordinance
- ☐ Solid Waste Plan

☐ Water and Sewer Plan

☒ Zoning Ordinance

☐ Other _____

4.3

Section No. _____

Please provide the proposed text on a separate sheet of paper as follows: strike-through should be used for deletions [~~deletions~~], unchanged wording in regular type, and new wording should be underlined [new wording].


Applicant's Signature

Subscribed and sworn before me this _____ day of _____, 20____.

My commission expires on _____

Notary Public

FOR PLANNING COMMISSION USE ONLY

- ☐ Application Form
- ☐ Fee Worksheet
- ☐ Application Fee

- ☐ Proposed Text Changes
- ☐ 30 copies of complete Application



DEPARTMENT OF PLANNING & ZONING

PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-25-003

February 19, 2025

Section 4.3 Nonconforming Uses

Any building, structure or premises lawfully existing at the time of the adoption of this Ordinance, or lawfully existing at the time this Ordinance is subsequently amended, may continue to be used without further imposition of use, dimensional, buffer or other Ordinance requirements even though such building, structure or premises does not conform to use, dimensional, buffer or other Ordinance regulations of the zoning district in which it is located. ~~(Subject, however to the following provisions:)~~ All nonconforming uses shall be subject to the following provisions:

~~(a) Existing nonconforming single family dwellings in any district may expand without limitation in respect to area and shall meet the least restrictive setbacks for that district. Such dwellings shall be treated as principal permitted uses in that district.~~

~~(b a) All other nonconforming uses shall be subject to review and approval by the Board of Zoning Appeals. In all other zoning districts except the A(R), EC, P and BL districts, In all districts,~~ the Board may approve the alteration, or the expansion of a nonconforming use provided the expansion is restricted to an additional area not exceeding thirty-five (35) percent of the existing use as it existed at the time of nonconforming and provided it meets the guidelines of Section 25.6 of the Ordinance. ~~In the HI district, the Board may approve an alteration or expansion greater than thirty-five (35) percent of a nonconforming mobile home park provided the proposed expansion is consistent with the Comprehensive Plan and meets the guidelines of Section 22.5 and 22.6 of this Ordinance.~~

~~(1) In the A(R), EC, P and BL districts, the Board may approve the alteration or the expansion of a nonconforming use without restriction to area provided the proposed expansion is consistent with the Plan for the County, and provided it meets the guidelines of Section 25.6 of the Ordinance. Existing nonconforming single-family dwellings in any district may expand without limitation in respect to area and shall meet the least restrictive setbacks for that district. Such dwellings shall be treated as principal permitted uses in that district.~~

~~(2) No extension~~ expansion may be permitted for ~~(junk yards in accordance with this section)~~ nonconforming junk yards.

(b) A nonconforming use may be changed to another nonconforming use of less or equal intensity, provided documentation that the use was legally created, maintained and not abandoned is presented. Whenever a nonconforming use has been changed to a more appropriate use, in the opinion of the Board of Zoning Appeals, such use shall not thereafter be changed to a less appropriate use or classification.

~~(c) Whenever a nonconforming use has been changed to a more appropriate use, in the opinion of the Board, such use shall not thereafter be changed to a less appropriate use or classification.~~

~~(d- c)~~ No land, building, structure, or premises where a nonconforming use has ceased for six (6) months or more shall thereafter be used except in conformance with this Zoning Ordinance. If a nonconforming use is discontinued or abandoned, or a nonconforming structure is unused or abandoned, for 6 consecutive months, the land or structure shall not thereafter be used except in conformity with the regulations of the district in which it is located. Cessation of the use for the purpose of repair or remodeling, or a temporary vacancy between occupants while the property is being actively marketed and maintained in good condition, shall not constitute discontinuance or abandonment.

Abandonment of nonconforming uses shall be defined by a lack of active and continuous operation during a 6-month period except as provided in the sections above. Subjective intent shall not be acknowledged as reasoning for continued use of a nonconforming use. Other tangible or mechanical actions that prove the owner's intent to continue the business must be provided to the Board of Zoning Appeals for their approval.

~~(e d)~~ The owner or operator of any existing nonconforming use involving used car lots, service garages, or junk yards shall require a license from the zoning administrator to continue operation of the nonconforming use; to maintain nonconforming status such licenses shall be renewed on an annual basis. ,not later than six (6) months, certify in writing, on a prescribed form, to the office of the Zoning Administrator, that such nonconforming use did exist on the adoption date of this Ordinance. In order that the exact nature and extent of such nonconforming use may be determined, a survey plat prepared by a professional engineer or registered surveyor shall accompany any prescribed form. The survey shall include the following:

~~(1) North arrow.~~

~~(2) Scale—One inch equal to one hundred feet.~~

~~(3) Election District.~~

~~(4) Outline of parcel or parcels upon which the nonconforming use is located.~~

~~(5) Bearings, distances, and acreage of that portion of the parcel or parcels expressly used for the nonconforming use on the effective date of this Ordinance.~~

~~(6) Use, dimensions, and location of all existing buildings.~~

~~(7) Certification and seal of professional engineer or registered surveyor.~~

(f e) Nothing in these regulations shall prevent the restoration of a nonconforming building or structure destroyed by fire, windstorm, and explosion, act of public enemy, accident, or prevent the continuance of the use thereof as it existed at the time of such destruction provided that a zoning certificate is obtained and restoration begun within one (1) year of said destruction. The zoning administrator may grant one (1) year extension for good cause.



DEPARTMENT OF PLANNING & ZONING

PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-25-003

February 28, 2025

WASHINGTON COUNTY ZONING ORDINANCE STAFF REPORT AND ANALYSIS

Section 4.3

Proposal: This application is proposing to amend the Zoning Ordinance to add clarification to better define when a nonconforming use ceases to exist.

Staff Report: A nonconforming use is a land use that was lawfully established in accordance with all zoning regulations in effect at the time of its establishment but that is no longer allowed by the use regulations of the zoning district in which the use is now located. A nonconforming use is considered to be grandfathered into the new zoning district. Nonconforming uses may be changed to another nonconforming use of less or equal intensity but may not be changed back from a more appropriate use. However, if the use ceases there are certain terms that must be met to continue the nonconforming use after cessation. A nonconforming use must be unused or abandoned for six consecutive months to lose its nonconforming status.

Analysis: The Washington County Zoning Ordinance states that a nonconforming use is considered abandoned after the use has ceased for a six (6) month period. Case law researched by staff expands upon the cessation issue by finding that intent is needed to disprove abandonment after the cessation period. An example of intent is holding a valid liquor license for a business during a remodel to the business that lasts longer than six months. Another example of tangible intent is a property being actively marketed and maintained in good condition when between owners. Owner's subjective intent shall not be an acknowledged reason for the cessation of the use.

Section 4.3 of the ordinance sets forth provisions for nonconforming uses. Currently, the section does not contain language to establish when a nonconforming use has been abandoned. The proposed amendments to the section include multiple deletions and insertions. The deletions are to make the section more concise. The proposed insertions are to add clarifying language and introduce an abandonment clause to the section.

Staff Recommendation: Staff recommends approval of these amendments in order to provide necessary clarifications to the zoning ordinance.

Respectfully submitted,



Kyla M. Shingleton

Comprehensive Planner



Washington County

M A R Y L A N D

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

April 22, 2025

RZ-25-003

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 Article 4.3 "Nonconforming Uses" of the Washington County Zoning Ordinance to add clarification to better define when a nonconforming use ceases to exist.

Following the public input meeting, the Planning Commission took action 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, and draft, unapproved minutes of the April 7, 2025 public input meeting are attached.

Respectfully submitted,

Jill L. Baker, AICP
Director, Washington County Department of
Planning & Zoning

JLB/KS/dse

Attachments

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**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 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 A(R), 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. Stotemyer 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. Stotemyer 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 on-site 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



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING: Application for Zoning Text Amendment RZ-25-004

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Kyla Shingleton, Comprehensive Planner, Department of Planning and Zoning and Jill Baker, AICP, Director, Department of Planning and Zoning

RECOMMENDED MOTION: The purpose of this public hearing is to take public comment on the rezoning application. The Commissioners may take a consensus vote on whether to approve or deny the request or wait until a later date to deliberate.

REPORT-IN-BRIEF: Application is being made to amend Articles 3, 7A, 8, 9, 10, 19C, 22, 28A of the Washington County Zoning Ordinance to add manufactured homes as a permitted use.

DISCUSSION: The Washington County Zoning Ordinance currently lists mobile homes as a principally permitted use only in Agricultural Rural (A(R)), Environmental Conservation (EC), and Preservation (P). Mobile homes are regulated by the Department of Housing and Urban Development (HUD). The term mobile homes is technically an outdated term and are now referred to as manufactured homes per HUD standards. To keep the language current, the term mobile home in the Zoning Ordinance will be replaced with manufactured home.

In addition to terminology changes, there has been legislation passed by the Maryland General Assembly that pre-empts local zoning authority. Effective January 1st, 2025, Maryland House Bill 538 (2024 session) states that a local legislative body is banned from prohibiting the placement of manufactured homes in a single-family residential district. The bill provides new definitions for manufactured and modular homes. It also states that manufactured homes must be converted to real property in accordance with the state's Real Property Article.

In accordance with the newly passed legislation, these amendments now expand the locations in which manufactured homes will be principally permitted. They will now be permitted in all residential districts including Agricultural Rural (A(R)), Environmental Conservation (EC), Preservation (P), Rural Village (RV), Residential, Transition (RT), Residential, Suburban (RS), Residential, Urban (RU), Residential, Multi-family (RM), and Special Economic District.

This amendment was reviewed by the Planning Commission at a public information meeting held on April 7, 2025. At the same meeting, the Planning Commission voted unanimously to recommend approval of this text amendment.

FISCAL IMPACT: n/a

CONCURRENCES: Planning Commission

ALTERNATIVES: n/a

ATTACHMENTS: Proposed text amendments, staff report, and application, Planning Commission minutes, Planning Commission recommendation

AUDIO/VISUAL NEEDS: None



WASHINGTON COUNTY PLANNING COMMISSION
ORDINANCE TEXT AMENDMENT APPLICATION

FOR PLANNING COMMISSION USE ONLY

Rezoning No. _____

Date Filed: _____

Washington Co Dept Planning and
Zoning

Applicant

747 Northern Ave Hagerstown, MD
21742

Address

Kyla Shingleton

Primary Contact

Same

Address

☐ Property Owner

☐ Contract Purchaser

☐ Attorney

☐ Consultant

☒ Other: _____

240-313-2430

Phone Number

askplanning@washco-md.net

E-mail Address

☐ Adequate Public Facilities Ordinance

☐ Forest Conservation Ordinance

☐ Subdivision Ordinance

☐ Solid Waste Plan

☐ Water and Sewer Plan

☒ Zoning Ordinance

☐ Other _____

Article 3, 7A, 8, 9, 10, 19C,
Section No. 22 28A

Please provide the proposed text on a separate sheet of paper as follows: strike-through should be used for deletions [~~deletions~~], unchanged wording in regular type, and new wording should be underlined [new wording].


Applicant's Signature

Subscribed and sworn before me this _____ day of _____, 20____.

My commission expires on _____

Notary Public

FOR PLANNING COMMISSION USE ONLY

☐ Application Form

☐ Fee Worksheet

☐ Application Fee

☐ Proposed Text Changes

☐ 30 copies of complete Application



DEPARTMENT OF PLANNING & ZONING

PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-25-004

February 18, 2025

ARTICLE 3. DISTRICTS ESTABLISHED; ZONING MAPS, DISTRICT BOUNDARIES; LAND USE REGULATIONS (RURAL AREA USES)

Section 3.3 - Table No. 3.3 - TABLE OF LAND USE REGULATIONS (RURAL AREA USES)

Land Uses	A(R)	EC	P	RV	RB	IM	Intensity of Use
J. Housing							
<u>Manufactured Home</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N/A</u>
<u>Mobile Homes</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N/A</u>

ARTICLE 7A "RT" RESIDENTIAL, TRANSITION DISTRICT

Section 7A.1 Principal Permitted Uses

(c) Dwellings, single-family, two-family, ~~and~~ semi-detached, and manufactured.

ARTICLE 8 "RS" RESIDENTIAL, SUBURBAN DISTRICT

Section 8.1 Principal Permitted Uses

(a) Dwellings, single-family, two-family, ~~and~~ semi-detached, and manufactured.

ARTICLE 9 "RU" RESIDENTIAL, URBAN DISTRICT

Section 9.1 Principal Permitted Uses

(a) Dwellings, single-family, two-family, ~~and~~ semi-detached, and manufactured.

ARTICLE 10 "RM" RESIDENTIAL, MULTI-FAMILY DISTRICT

Section 10.1 Principal Permitted Uses

(d) Dwellings, single-family, two-family, ~~and~~ semi-detached, and manufactured.

ARTICLE 19C "SPECIAL ECONOMIC DEVELOPMENT DISTRICT"

747 Northern Avenue | Hagerstown, MD 21742 | P: 240.313.2430 | F: 240.313.2431 | TDD: 7-1-1

WWW.WASHCO-MD.NET

Section 19C.2. Principal Permitted Uses .

Single Family Residential Units.

Manufactured Homes.

Two Family Dwelling or Duplex.

**ARTICLE 22 SPECIAL PROVISIONS "DIVISION V - MOBILE HOME PARKS, TRAVEL TRAILER PARKS AND
~~MOBILE HOMES-MANUFACTURED HOMES~~ NOT IN MOBILE HOME PARKS OR TRAVEL TRAILER PARKS"**

Section 22.54 ~~Mobile Homes~~ Manufactured Home

(a) All ~~mobile homes- manufactured homes~~ shall have a minimum of ~~five hundred (500)-three~~
hundred twenty (320) square feet of floor space.

~~(b) Mobile homes shall be permitted in the A(R), EC, and P districts and shall be prohibited in all
other districts except as specifically allowed under the provisions of this Ordinance.~~

(c) Replacement:

(1) A ~~mobile home- manufactured home~~ may replace another ~~mobile home~~
manufactured home in any district provided such replacement is done no later than thirty (30)
days from the removal date of the replaced mobile home, the provisions of Section 4.3(d)
notwithstanding.

(2) Except in the A(R), EC, and P Districts, the replacing ~~mobile home- manufactured~~
home must be set on the same site as the replaced ~~mobile home- manufactured home~~ with the
latter being removed from the property no later than thirty (30) days from the zoning permit
issuance date.

(d) In no district shall a ~~mobile home- manufactured home~~ be parked, stored, or utilized as an
accessory use; however, in the A(R), EC, and P Districts, one ~~mobile home- manufactured home~~ may be
parked or stored on the same lot with a principal permitted use for a period not to exceed thirty (30)
days, provided that no living quarters shall be maintained in the ~~mobile home- manufactured home~~ nor
any business conducted therewith, and further provided that a zoning permit shall be required for the
parking or storage.

(e) All ~~mobile homes- manufactured homes~~ shall be placed on a solid masonry support and shall
have skirting sufficient to hide the undercarriage from view. Such skirting shall be completely installed
no later than ninety (90) days from the date the zoning permit is issued.

(f) Manufactured homes must be converted to real property in accordance with the Real
Property Article of the MD Annotated Code Md. Real Property Code Ann. § 8B-201

~~(f)~~ (g) All provisions of this Section shall be subject to the requirements of Sections 4.1, 4.2 and
22.4.

ARTICLE 28A "DEFINITIONS"

Building:

Any structure, which is permanently affixed to the land; and has one or more floors and a roof; and is bounded by either open area or the lot lines of a zoning lot. For regulatory purposes, the term "building" shall not include ~~mobile homes~~, tents, or other "portable" housing which may be attached to a foundation, but this exception shall not exclude factory constructed buildings which are transported to a site and erected on a permanent foundation.

~~Mobile Home:~~

~~A detached structure with the following characteristics:~~

~~It is designed for long-term occupancy and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities with plumbing and electrical connections provided for attachment to outside systems, and;~~

~~It is designed for transportation after fabrication on streets or highways on its own wheels, or on flatbeds or other trailers, or detachable wheels, and;~~

~~It arrives at the site where it is to be occupied complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connections to utilities and the like.~~

~~Modular Unit:~~

~~A factory-fabricated transportable building unit established on a permanent foundation so as not to be deemed transportable after installation and designed to be used by itself or to be incorporated with similar units at a building site into a modular structure for residential, commercial, educational, or industrial uses.~~

Modular Dwelling:

A building assembly or system of building subassemblies designed for habitation as a dwelling for one or more individuals that:

1. Includes the necessary electrical, plumbing, heating ventilating and other service systems;
2. Is made or assembled by a manufacturer on or off the building site for installation, or assembly and installation, on the building site; and
3. Installed and set up according to the Manufacturer's instructions on an approved foundation and support system.

Manufactured home (Mobile Homes):

A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. The term includes any structure that meets all of the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the United States Secretary of Housing and Urban Development and complies with the standards established under Title 42 of the United States Code.



DEPARTMENT OF PLANNING & ZONING

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RZ-25-004

February 18, 2025

WASHINGTON COUNTY ZONING ORDINANCE STAFF REPORT AND ANALYSIS

Article 3, 7A, 8, 9, 10, 19C, 22, 28A

Proposal: This application is proposing to amend the Zoning Ordinance to address affordable housing and include language mandated through legislation by the State.

Staff Report: In recent decades, modular and manufactured homes have become an increasingly attractive option for homeowners. These options have grown in popularity due to their relatively lower associated costs compared to traditional stick-built homes and the shorter building timeline. Manufactured homes are commonly the most affordable of these types of homes. Building standards for manufactured homes are regulated by the Department of Housing and Urban Development (HUD). HUD states there are two types of homes. Those built before June 15th, 1976, are considered mobile homes and those built after are considered manufactured homes. The distinction between the two terms is that mobile homes built after 1976 are not considered up to HUD standards. Both types of these homes are built on a steel chassis and can be moved. However, it is very common to remove the axels to set it on a stable foundation or to place the homes on a permanent foundation to fix local zoning regulations. Modular homes are built to the standards of the local building codes where they are installed. These homes are built in a factory in pieces and installed on site on a permanent foundation.

Analysis: As a part of the Housing Expansion and Affordability Act of 2024, House Bill 538 provides the zoning density and permitting requirements for affordable housing. This Act went into effect January 1, 2025. This bill states a local legislative body is banned from prohibiting the placement of manufactured homes or modular homes in a single-family residential district under certain circumstances. The bill states that for new manufactured and modular to be placed in zones that allow single-family dwellings they must meet the definition of modular dwelling; or meet the definition of a manufactured home of commercial law article; and is, or will be after purchased, converted to real property in accordance with Title 8B of the Real Property Article.

Title 8B, Subtitle 2 of the Real Property Article states:

A manufactured home shall be converted to real property when all the following events have occurred:

- (1) The manufactured home is attached to a permanent foundation;
- (2) The ownership interests in the manufactured home and the parcel of real property to which the manufactured home is affixed are identical; and

(3) An affidavit of affixation complying with the requirements of § 8B-202 of this subtitle has been recorded with the clerk of the court of the county in which the parcel of real property to which the manufactured home is affixed is located.

The amendments are being proposed to Articles 3, 7A, 8, 9, 10, 19C, 22 and 28A. Mobile homes will be removed from the ordinance in Article 3, 22, and 28A. They will be replaced by manufactured home in these articles as well as added to articles 7A, 8, 9, 10, and 19C as a principal permitted use. Modular dwellings are already permitted as principal use in the zoning ordinance as they are considered a type of housing style.

Accompanying these amendments Article 28A will be amended to add an updated definition for modular dwelling and manufactured home.

Modular dwelling will be defined as:

“A building assembly or system of building subassemblies designed for habitation as a dwelling for one or more individuals:

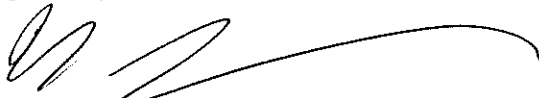
- (1) That includes the necessary electrical, plumbing, heating, ventilating, and other service systems;
- (2) That is made or assembled by a manufacturer on or off the building site for installation, or assembly and installation, on the building site; and
- (3) Installed and set up according to the manufacturer’s instructions on an approved foundation and support system.”

Manufactured home will be defined as:

“A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein. The term includes any structure that meets all of the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the United States Secretary of Housing and Urban Development and complies with the standards established under Title 42 of the United States Code.”

Staff Recommendation: Staff recommends approval of these amendments in order to provide consistent implementation of our land use policies and regulations and to meet State mandates.

Respectfully submitted,



Kyla M. Shingleton

Comprehensive Planner



Washington County

M A R Y L A N D

DEPARTMENT OF PLANNING & ZONING

COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

April 22, 2025

RZ-25-004

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, 7A, 8, 9, 10, 19C, 22 and 28A of the Washington County Zoning Ordinance to address affordable housing and include language mandated through legislation by the State of Maryland.

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

Respectfully submitted,

Jill L. Baker, AICP

Director, Washington County Department of
Planning & Zoning

JLB/KS/dse

Attachments

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**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 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 A(R), 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. Stotelmeyer 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. Stotelmeyer 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 on-site 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



Agenda Report Form

Open Session Item

SUBJECT: Proclamation for Citizens' Emergency Preparedness Month

PRESENTATION DATE: September 23, 2025

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

REPORT-IN-BRIEF: Proclamation Presentation

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

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

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

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

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

NOW THEREFORE, We the Board of County Commissioners of Washington County, Maryland, do hereby recognize the month of September 2025 as "Citizens' Emergency Preparedness Month" in Washington County and encourage all citizens to take steps to prepare for emergencies by creating a family emergency plan, assembling an emergency supply kit, and staying informed about the risks in our area.



Open Session Item

SUBJECT: Advanced Life Support (“ALS”) Service Memorandum of Understanding and Joint Billing Agreement

PRESENTATION DATE: August 26, 2025

PRESENTATION BY: Kelcee Mace, Chief Financial Officer
R. David Hays, Director of Emergency Services

RECOMMENDED MOTION: Motion to adopt the proposed ALS MOU and Joint Billing Agreement Templates

REPORT-IN-BRIEF: The Washington County Division of Emergency Services (“DES”), at the direction of the Board, has agreed to provide paramedic intercept services on an “as available” basis to the various Emergency Medical Services (“EMS”) performing transportation and basic life support services in response to emergencies. DES proposes this ALS Service MOU and accompanying Joint Billing Agreement to clarify and establish uniform procedures, practices, and pricing for all EMS companies and mutual aid partners cooperating with DES.

DISCUSSION: The County seeks to establish uniform pricing, procedures, and practices for the provision of Paramedic Intercept Services. This fee will apply anytime an ambulance is staffed for only basic life support (“BLS”), and subsequently requires advanced life support (ALS) service delivery from the County as part of the patient’s prehospital care.

Accordingly, the County has established a three-hundred and fifty dollar (\$350.00) fee that will be applicable whenever a DES employee provides ALS service to a patient being transported by an EMS company’s BLS-staffed ambulance. DES staff will complete the required patient care report within 24 hours of transport to document the services provided.

FISCAL IMPACT: Charging \$350.00 per instance in which a County DES employee renders ALS services to a local EMS Company.

CONCURRENCES: Aaron Weiss, Assistant County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Proposed Draft of DES ALS MOU and Joint Billing Agreement

AUDIO/VISUAL NEEDS: N/A

**Washington County Division of Emergency Services and the
“XXXXXXXXXXXXXX”**

**Memorandum of Understanding
Advanced Life Support Service**

By and Between

<Enter Agency Name>

and

The Board of County Commissioners of Washington County, Maryland, Division of Emergency Services

This Agreement, by and among the **Board of County Commissioners of Washington County, Maryland, Division of Emergency Services** (“Washco DES”) and **<Enter Agency Name>**, collectively, “the Parties” is effective on <Enter Effective Date>.

WHEREAS, **<Enter Agency Name>** is the holder of primary service areas (“PSA”) within **Washington County, MD**; and

WHEREAS, Washco DES, a Maryland licensed Advanced Life Support Emergency Medical Service, has agreed to provide paramedic intercept service (“ALS”) to the **<Enter Agency Name>** on an ‘as available’ basis; and

WHEREAS, Washco DES and **<Enter Agency Name>** desire to enter into an MOU for the payment of ALS provided by Washco DES.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and upon the terms and conditions hereinafter the parties hereto agree as follows:

Whenever a Washco DES employee provides ALS to a patient, including, but not limited to, paramedic assessment for a patient who is transported in a vehicle operated by **<Enter Agency Name>**, the **<Enter Agency Name>** will receive a statement of charges for those services from Washco DES, or its billing agents. The **<Enter Agency Name>** will provide payment to Washco DES in the amount **of three-hundred and fifty dollars (\$350.00)** for each EMS transport where primary ALS staffing was provided by a Washco DES employee.

The payment detailed above shall be due to Washco DES regardless of the **<Enter Agency Name>**’s receipt of billable revenue and/or returns from the provision of ALS.

This Agreement covers primary ALS services that are provided as part of a dual emergency response that includes both basic life support (“BLS”) and ALS services during which **<Enter Agency Name>** provides the BLS transportation and Washco DES provides the primary ALS services.

Washco DES shall provide a complete ALS patient care report within 24 hours of transport for all advanced life support services rendered to **<Enter Agency Name>** and to the **<Enter Agency Name>** billing service.

<Enter Agency Name> and Washco DES shall meet, within fifteen (15) days of notice of disputed calls, to resolve any disputed billing arising under this Agreement.

This Agreement represents the entire agreement between the parties relating to ALS services

**Washington County Division of Emergency Services and the
“XXXXXXXXXXXXXX”**

Memorandum of Understanding

Advanced Life Support Service

performed by Washco DES as part of a dual emergency response by <Enter Agency Name> and Washco DES, which includes both BLS and ALS and for which the patient is transported in a <Enter Agency Name> transport vehicle.

This Agreement may not be orally amended, modified or terminated. Any amendments, modifications or termination must be conveyed in writing and executed by the authorized representatives of both Parties.

In the event that either Party must comply with applicable regulatory changes in contravention of this Agreement, that Party shall provide written notice to the other Party of any need to amend this Agreement in order to so comply. So long as the written notice clearly explains the reason the amendment is necessary, and includes the text of the regulation or rule that requires compliance, the other Party may not unreasonably withhold consent to amend this Agreement. Such amendments shall become effective thirty (30) days after receipt of written notice.

This Agreement shall continue in effect for a period of one (1) year and shall automatically and subsequently renew for one (1) year periods unless either Party notifies the other in writing of its intent to terminate at the end of the then current term. Termination and/or cancellation of this Agreement requires at least thirty (30) days' advance written notice.

This Agreement may be terminated immediately by either party in the following circumstances:

- A. failure by either party to comply with the stipulations of this Agreement regarding claims submission and reimbursement. The party in non-compliance shall have thirty (30) days to correct, remedy or remove the condition upon receipt of the written notice of the non-compliance; or
- B. Upon termination of the Joint Billing Agreement between <Enter Agency Name> and Washco DES; or
- C. Upon written notice by either party to the other for any reason whatsoever. Termination shall be effective 30 days following written notice.

The invalidity or enforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

In witness thereof, each party hereto has caused the Agreement to be executed in its name, effective this date.

**Washington County Division of Emergency Services and the
“XXXXXXXXXXXXXX”**

**Memorandum of Understanding
Advanced Life Support Service**

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Duly Authorized

EMS Agency: _____
Authorized Signer _____
Name: _____
Title: _____
Address: _____
Address Line 2: _____
Email: _____
Phone: _____
Signature: _____

EMS Agency: _____
Authorized Signer _____
Name: _____
Title: _____
Address: _____
Address Line 2: _____
Email: _____
Phone: _____
Signature: _____

<AGENCY NAME> JOINT BILLING AGREEMENT

By and Between

<Enter Agency Name>

and

The Board of County Commissioners of Washington County, Maryland, Division of Emergency Services

This Agreement, by and among the Board of County Commissioners of Washington County, Maryland, Division of Emergency Services (“Washco DES”).

and <Enter Agency Name>, collectively, “the Parties” is effective on <Enter Effective Date>.

WHEREAS, <Enter Agency Name> is the holder of the primary service area (“PSA”) assignment at the basic life support (“BLS”) level for the <Enter Jurisdiction>; and

WHEREAS, Washco DES, a Maryland licensed Advanced Life Support Emergency Medical Service, has agreed to provide paramedic intercept service (“ALS”) to the <Enter Agency Name> on an “as available” basis; and

WHEREAS, Washco DES and <Enter Agency Name> desire to enter into a “Joint Billing Agreement” for the billing of and payment for ALS provided by Washco DES to allow the <Enter Agency Name> Billing Agent to bill for such services on behalf of Washco DES;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and upon the terms and conditions hereinafter, the parties hereto agree as follows:

Whenever Washco DES provides ALS to a patient, including but not limited to, paramedic assessment for a patient transported in a vehicle operated by <Enter Agency Name>, the <Enter Agency Name> through their Billing Agent, may bill the patient, the patient’s insurance carrier and/or other third party payers, including Centers for Medicare and Medicaid Services (“CMS”), or other respective government assistance agencies, for all applicable charges, as appropriate, and as set forth by the State of <Enter State Name>.

This Agreement covers the authorization of billing for ALS provided by Washco DES, only when provided as part of a dual emergency response that includes both ALS and basic life support (“BLS”) services. This Agreement covers instances during which <Enter Agency Name> provides the BLS transportation and Washco DES provides ALS services. <Enter Agency Name> and Washco DES authorize the <Enter Agency Name> billing service to submit claims for all ALS services rendered by Washco DES consistent with the <Enter State Name> applicable regulations.

In consideration of the services provided under this agreement by Washco DES to <Enter Agency Name>, the <Enter Agency Name> agrees to pay Washco DES a flat fee for each paramedic ALS intercept response in which patient care is provided by Washco DES. This payment shall be due outside and absent of billing revenues collected (or not collected) by <Enter Agency Name> for the paramedic intercept (ALS) services provided by Washco DES.

The fees charged to the “Enter Agency Name” and subsequently remitted to Washington County for the provision of primary paramedic intercept ALS by the Washington County Division of Emergency Services will be detailed in a “required” signatory document and reside outside of this Joint Billing Agreement.

<AGENCY NAME> JOINT BILLING AGREEMENT

Washco DES shall provide a complete ALS patient care report ("PCR") within 24 hours of transport for all ALS rendered to <Enter Agency Name> or to the <Enter Agency Name> billing service.

<Enter Agency Name> and Washco DES shall meet, within fifteen (15) days of notice of disputed calls, to resolve any disputed billings arising under this agreement.

This Agreement represents the entire agreement between the parties relating to Bundle Billing for ALS performed by Washco DES as part of a dual emergency response by <Enter Agency Name> and Washco DES, which includes both BLS and ALS and for which the patient is transported in a <Enter Agency Name> transport vehicle.

This Agreement may not be orally amended, modified or terminated. Any amendments, modifications or termination must be conveyed in writing and executed by the authorized representatives of both Parties.

Should a change in Medicaid, Medicare, welfare, SAGA, or other applicable insurance or emergency medical service regulations or policies regarding ALS services and/or the payment practices for ALS be allowed or promulgated, a review of this Agreement will be conducted, and alterations of this Agreement will be discussed by the parties no later than thirty (30) days following the implementation of such a change. Notwithstanding the foregoing, in the event that either Party must comply with applicable regulatory changes in contravention of this Agreement, that Party shall provide written notice to the other Party of any need to amend this Agreement in order to so comply. So long as the written notice clearly explains the reason the amendment is necessary, and includes the text of the regulation or rule that requires compliance, the other Party may not unreasonably withhold consent to amend this Agreement. Such amendments shall become effective thirty (30) days after receipt of written notice.

This Agreement shall continue in effect for a period of one (1) year and shall automatically and subsequently renew for one (1) year periods unless either Party notifies the other in writing of its intent to terminate at the end of the then current term. Termination and/or cancellation of this Agreement requires at least thirty (30) days' advance written notice.

This Agreement may be terminated immediately by either party in the following circumstances:

- A. failure by either party to comply with the stipulations of this Agreement regarding claims submission and reimbursement. The party in non-compliance shall have thirty (30) days to correct, remedy or remove the condition upon receipt of the written notice of the non-compliance; or
- B. Upon termination of the Advanced Life Support Service MOU between <Enter Agency Name> and Washco DES; or
- C. Upon written notice by either party to the other for any reason whatsoever. Termination shall be effective 30 days following written notice.

The invalidity or enforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

<AGENCY NAME> JOINT BILLING AGREEMENT

In witness thereof, each party hereto has caused the Agreement to be executed in its name, effective this date.

Duly Authorized

EMS Agency: _____
Authorized Signer _____
Name: _____
Title: _____
Address: _____
Address Line 2: _____
Email: _____
Phone: _____
Signature: _____

EMS Agency: _____
Authorized Signer _____
Name: _____
Title: _____
Address: _____
Address Line 2: _____
Email: _____
Phone: _____
Signature: _____



Agenda Report Form

Open Session Item

SUBJECT: Billing and Collection Policy for Emergency Transports

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Kelcee Mace, Chief Financial Officer

RECOMMENDED MOTION: Motion to approve the Billing & Collection Policy for Emergency Transports as presented.

REPORT-IN-BRIEF: Staff is requesting approval of the Billing & Collection Policy for Emergency Transports.

DISCUSSION: The purpose of this policy is to ensure that all emergency medical transports are billed in a fair and consistent manner. The provisions in this policy were developed based on recommendations from the County's contracted EMS billing company, other jurisdictions' policies, and similar provisions contained in other accounts receivable policies maintained by the Division of Budget & Finance.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Draft Policy

AUDIO/VISUAL NEEDS: N/A



Washington County, Maryland Financial Policies

Section: **Emergency Medical Billing**

Purpose: To establish and document policies to ensure that all emergency medical transports are billed in a fair and consistent manner.

Policy Statement

Washington County, Maryland (County), has a program under which any person transported by ambulance will be billed a user fee. This user fee program is intended to offset some of the operating expenses for emergency medical services provided by Washington County, Maryland, thereby minimizing the impact on other County revenue sources.

Each fire, rescue, or ambulance company that enters into a memorandum of understanding (MOU) and billing agreement with the County, shall participate in the County's ambulance transport fee program.

User Fee Billing

Following transport, the health insurance carrier, health maintenance organization, or other medical expense payor/indemnitor will be sent a bill for the ambulance transport fee and mileage charge. If no insurance information is provided, a bill will be sent to the patient.

If the following circumstances occur, the ambulance transport fee will not be billed:

- Treat No Transport (TNT)
- Refusal
- Lift Assists
- Dead on Arrival (DOA)

Membership/Subscription Program

Each agency, per the provisions of their MOU, may conduct an annual membership/subscription program. The membership benefit will be applied to all the patients' transports during the subscription period. Patients must pay for their subscription at least 48 hours prior to being transported for the benefit to be effective.

The benefit will be applied as follows:

- *Copayment/Coinsurance* – The copayment or coinsurance will be waived for subscription members.
- *Deductibles* – The patient is responsible for their deductible. If the patient has not met their deductible which exceeds the amount of the transport bill, the patient will be responsible for 100% of the cost of their transport. Once the deductible has been met, any amount not covered by insurance will be waived.
- *Uninsured Patients* – The membership will cover 100% of the cost of transport.

Payment

Payment shall be due 30 days from the date of the invoice. If payment is not received within 30 days, a second invoice shall be sent. Additional invoices for unpaid balances shall be sent at 30-day intervals until such time the account is deemed to be sent to collection.

Discounts

Patients/Guarantors will be offered a 10% prompt pay discount if the entire balance is paid with the first invoice.

Payment Plans

Patients/Guarantors may request to enter into a payment plan. Under such plan, patients/guarantors must make monthly payments of a minimum of \$25.00 until the outstanding balance after insurance is paid to keep the account current.

Financial Assistance

It is the policy of Washington County, Maryland, to provide ambulance services to our community without regard to a patient's ability to pay for those services. Financial assistance may be provided to patients who are unable to pay for all or part of their care. Requests for financial assistance will be reviewed and level of assistance determined on a case by case basis.

Collection and Write-Off

Collection Agency

If the normal collection process has not resulted in the collection of an account balance, and the account is now past due 120 days from the first invoice date, the account will be sent to collections, unless the patient is making monthly payments as part of an approved payment plan.

Estate Billing

If the patient expires with an outstanding balance, a bill will be sent to the estate. If the estate fails to pay, the outstanding balance will be written off after 120 days.

Write-Off

After all collection efforts have been exhausted and the account is either considered to be uncollectible or the amount owed is too small to warrant further collection efforts, the balance should be written-off as outlined in the County's Write-Off Policy.

Other

The County reserves the right to modify the guidelines contained in this policy if warranted.

For further detail on the step-by-step process for the above, please refer to the Accounting Procedural Manual, which is maintained separately from the Financial Policies Manual.

The Chief Financial Officer shall have the authority to make minor changes to the policy for administrative clarification or easier interpretation of the policy, providing policy intent is not affected by the change.

DRAFT

Revisions

Type of Revision	Extent of Revision	Approval Date
Creation of Policy	New	



Open Session Item

SUBJECT: Sole Source Procurement Award (PUR-1769) – Prosecutor Software and Annual Subscription and Support for the States Attorney’s Office

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director of Purchasing; Sara Gaumer, Deputy State’s Attorney; and Joshua O’Neal, Chief Technical Officer, Information Technology

RECOMMENDED MOTION: Move to authorize, to award the Sole Source Procurement of Prosecutor software, licensing, training and support fees from Karpel Computer Systems Inc. dba Karpel Solutions of St. Louis, MO for use by the States Attorney’s Office in the amount of \$81,106 for the one time setup fee for Installation Services, Professional Services, Training Services and Customization and for a three, one year annual subscription fee of \$101,000 per year. This award is also contingent on the final approval of the contract agreement by the County Attorney's Office.

REPORT-IN-BRIEF: The Purchasing Department received a request from the State’s Attorney's Office regarding the procurement for the software and annual software subscription and support. The State’s Attorney's Office wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County’s requirements, and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

Explanation of product: The Prosector Software and support being recommended for award will expand and enhance the States Attorney's system, which currently utilizes several programs for case management including: Laserfiche, Judicial Dialog, and LiquidFiles. Prosecutor by Karpel will streamline the workflow and provides features that current systems cannot provide. Additionally, the current software components will replace the County’s multi-program, multi-step process. The requested software system will consolidate these programs for a more efficient process through one centralized system across the Office of the State’s Attorney that is more secure and reliable than the current systems utilized. This agreement shall be for a term of three (3) years and shall be automatically renewed for a subsequent one (1) year term, unless either party gives notice of intent not to renew within 30 days of expiration.

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

FISCAL IMPACT: Funding is available in the CIP budget account 600600-30-10500-VEH008-COMP for this procurement.

CONCURRENCES: Josh O’Neal – Chief Technical Officer

ATTACHMENTS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1757) – Contract Services at Transfer Stations and On-Site at Forty West Landfill

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Purchasing Director, and David Mason, P.E., Deputy Director, Department of Solid Waste.

RECOMMENDED MOTION: Move to award the Contract Services at Transfer Stations and On-Site at the Forty West Landfill to responsive, responsible, bidder Panhandle Dumpsters LLC, of Martinsburg, WV based on the Total Sum Bid (Transfer Station Location Nos. 1 through 6) \$518,558.50 and the procurement is contingent upon the company being registered and providing proof of being in “Good Standing” with the Department of Assessment and Taxation.

REPORT-IN-BRIEF: On August 6, 2025, the County advertised to solicit new pricing for these services, and on September 3, 2025, accepted bids for the Contract Services at the Transfer Stations and On-Site at Forty West Landfill. The Invitation to Bid (ITB) was listed on the State of Maryland's (*eMaryland Marketplace Advantage*) website and the County's new online bidding website. Ten (10) persons/companies accessed the bid document online. Six (6) bids were received as indicated on the attached bid tabulation matrix.

The Contract period shall be for a two-year period tentatively commencing October 1, 2025, with an option by the County to renew for up to three (3) additional consecutive one (1) year periods, subject to written notice given by the County at least sixty (60) calendar days in advance of its expiration date. The County reserves the right to accept or reject any request for renewal. The County guarantees neither a maximum/minimum of transports from each location under this contract.

DISCUSSION: N/A

FISCAL IMPACT Funds are budgeted in the department's operating expense account 515190-21-21020 (40 West Landfill) and 515190-21-21100 (Transfer Stations).

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation.

AUDIO/VISUAL NEEDS: N/A

PUR-1757

Transfer Stations, On-Site at Forty-West Landfill and Alternate for Cardboard

				Panhandle Dumpsters LLC		Republic Services of Hagerstown (BFI Waste Services, LLC)	
				Total Price	\$518,558.50	Total Price	\$569,810.00
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Item A, Location No. 1: One (1) Trip – Greensburg @	650	Trips	\$111.25	\$72,312.50	\$158.00	\$102,700.00
2	Item B, Location No. 2: One (1) Trip – Kaetzel @	300	Trips	\$115.70	\$34,710.00	\$189.00	\$56,700.00
3	Item C, Location No. 3: One (1) Trip – Dargan @	180	Trips	\$111.25	\$20,025.00	\$217.00	\$39,060.00
4	Item D, Location No. 4: One (1) Trip – Hancock @	180	Trips	\$115.70	\$20,826.00	\$175.00	\$31,500.00
5	Item E, Location No. 5 One (1) Trip – Forty West Landfill(On-Site) @	4000	Trips	\$89.00	\$356,000.00	\$79.00	\$316,000.00
6	Item F, Location No. 6: One (1) Trip – Forty West Landfill (Cardboard to Maryland Paper) @	150	Trips	\$97.90	\$14,685.00	\$159.00	\$23,850.00
				Apple Valley Waste Services Inc		Burgmeier's Hauling Inc (Burgmeier's Hauling inc.)	
				Total Price	\$634,900.00	Total Price	\$783,752.10
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Item A, Location No. 1: One (1) Trip – Greensburg @	650	Trips	\$165.00	\$107,250.00	\$234.79	\$152,613.50
2	Item B, Location No. 2: One (1) Trip – Kaetzel @	300	Trips	\$165.00	\$49,500.00	\$269.84	\$80,952.00
3	Item C, Location No. 3: One (1) Trip – Dargan @	180	Trips	\$165.00	\$29,700.00	\$287.37	\$51,726.60
4	Item D, Location No. 4: One (1) Trip – Hancock @	180	Trips	\$165.00	\$29,700.00	\$256.70	\$46,206.00
5	Item E, Location No. 5 One (1) Trip – Forty West Landfill(On-Site) @	4000	Trips	\$100.00	\$400,000.00	\$107.71	\$430,840.00
6	Item F, Location No. 6: One (1) Trip – Forty West Landfill (Cardboard to Maryland Paper) @	150	Trips	\$125.00	\$18,750.00	\$142.76	\$21,414.00

Bids Due: September 3, 2025

PUR-1757

Transfer Stations, On-Site at Forty-West Landfill and Alternate for Cardboard

Line	Description	QTY	UOM	J&J Trash Service		Waste Management of Pennsylvania, Inc.	
				Total Price	\$913,500.00	Total Price	\$1,549,509.10
				Unit	Extended	Unit	Extended
1	Item A, Location No. 1: One (1) Trip – Greensburg @	650	Trips	\$255.00	\$165,750.00	\$497.93	\$323,654.50
2	Item B, Location No. 2: One (1) Trip – Kaetzel @	300	Trips	\$275.00	\$82,500.00	\$649.66	\$194,898.00
3	Item C, Location No. 3: One (1) Trip – Dargan @	180	Trips	\$275.00	\$49,500.00	\$704.61	\$126,829.80
4	Item D, Location No. 4: One (1) Trip – Hancock @	180	Trips	\$275.00	\$49,500.00	\$634.26	\$114,166.80
5	Item E, Location No. 5 One (1) Trip – Forty West Landfill(On-Site) @	4000	Trips	\$135.00	\$540,000.00	\$187.20	\$748,800.00
6	Item F, Location No. 6: One (1) Trip – Forty West Landfill (Cardboard to Maryland Paper) @	150	Trips	\$175.00	\$26,250.00	\$274.40	\$41,160.00

	Response Total
Panhandle Dumpsters LLC Martinsburg, WV	\$518,558.50
Republic Services of Hagerstown (BFI Waste Services, LLC) Hagerstown, MD	\$569,810.00
Apple Valley Waste Services Inc Kearneysville, WV	\$634,900.00
Burgmeier's Hauling Inc (Burgmeier's Hauling inc.) Altoona, PA	\$783,752.10
J&J Trash Service Mt. Airy, MD	\$913,500.00
Waste Management of Pennsylvania, Inc. Virginia, VA	\$1,549,509.10



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1758) – Recycling Drop-Off Services

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Purchasing Director and David Mason – Deputy Director, Department of Solid Waste.

RECOMMENDED MOTION: Move to award the contract for Recycling Drop-Off Services under Option No. 1 for the hauling of single stream recyclables to the responsive, responsible bidder Apple Valley Waste Services Inc., of Kearneysville, WV for the total sum bid amount of \$61,405 and to award under Option No. 2 for the processing of single stream recyclables to Apple Valley Waste of Kearneysville, WV., year one \$46,000, year two \$50,000 and year three \$54,000 for the total sum bid amount of \$150,000 and to award under Alternate No. 1, to BFI/dba Republic Services of Hagerstown, MD., year one \$11,880.96, year two \$12,475.84 and year three \$13,099.84, for the total sum bid amount of \$37,456.64.

REPORT-IN-BRIEF: On August 6, 2025, the County advertised to solicit pricing for these services, and on September 3, 2025, accepted bids for Recycling Drop-Off Services. The Invitation to Bid was listed on the State of Maryland's eMMA (*eMaryland Market Place Advantage*) website and on the County's new online bidding website. Ten (10) persons/companies registered/downloaded the bid document online. Five (5) bids were received as indicated on the attached bid tabulation.

The contract is for a one (1) year period, commencing November 1, 2025, with an option by the County to renew for up to two (2) additional one (1) year period. The County shall only pay for trips as required; there is no annual guaranteed minimum or maximum number of trips.

The services consist of the vendor supplying recycling and cardboard containers and the removal, processing, and marketing of recyclables for the manned (Transfer Stations) recycling drop-off sites. If the Bidder wishes to renew the Contract, he/she shall submit a letter of intent to the Director of Purchasing at least ninety (90) calendar days prior to the expiration of each contract year. The County reserves the right to accept or reject any request for renewal.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in the department's operating budget 515150-21-21200.

ATTACHMENTS: Bid Matrix Tabulation.

AUDIO/VISUAL NEEDS: N/A

PUR-1758
Recycling Drop-Off Center Services

				Republic Services of Hagerstown (BFI Waste Services, LLC) Hagerstown, MD		Burgmeier's Hauling Inc (Burgmeier's Hauling inc.) Altoona, PA	
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Option No. 1- Hauling of Single Stream Recyclables Item No. 1 Location No. 1 - One (1) Trip Greensburg @	115	EA	\$166.00	\$19,090.00	\$259.34	\$29,824.10
2	Option No. 1 - Hauling of Single Stream Recyclables Item No. 2 Location No. 2 - One (1) Trip - Kaetzel @	52	EA	\$198.50	\$10,322.00	\$298.77	\$15,536.04
3	Option No 1 - Hauling of Single Stream Recyclables Item No. 3 Location No. 3 - One (1) Trip - Dargan @	26	EA	\$228.00	\$5,928.00	\$316.30	\$8,223.80
4	Option No 1 - Hauling of Single Stream Recyclables Item No. 4 Location No. 4 - One (1) Trip - Hancock @	15	EA	\$184.00	\$2,760.00	\$294.39	\$4,415.85
5	Option No 1 - Hauling of Single Stream Recyclables Item No. 5 Location No. 5 - One (1) Trip - Forty West Landfill @	225	EA	\$105.00	\$23,625.00	\$215.52	\$48,492.00
OPTION NO. 1: Total Sum -Hauling of Single Stream Recyclables (Locations 1 thru 5)				Total Price	\$61,725.00	Total Price	\$106,491.79

				Republic Services of Hagerstown (BFI Waste Services, LLC) Hagerstown, MD		Burgmeier's Hauling Inc (Burgmeier's Hauling inc.) Altoona, PA	
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
6	Option No 2 - Processing Single Stream Recyclables FIRST YEAR:Item No. 1 One Trip @	400	TON	No Bid		No Bid	
7	Option No 2 - Processing Single Stream Recyclables SECONDYEAR: Item No. 2 One Trip @	400	TON	No Bid		No Bid	
8	Option No 2 - Processing Single Stream Recyclables THIRD YEAR: Item No. 3 One Trip @	400	TON	No Bid		No Bid	
OPTION NO. 2: Total Sum -Three (3) Year Period Processing Single Stream Recyclables (Item Nos. 6 thru 8)				No Bid		No Bid	

PUR-1758
Recycling Drop-Off Center Services

				Republic Services of Hagerstown (BFI Waste Services, LLC) Hagerstown, MD		Burgmeier's Hauling Inc (Burgmeier's Hauling inc.) Altoona, PA	
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
9	Alternate No. 1 FIRST YEAR: Item No. 1 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$28.56	\$11,880.96	No Bid	
10	Alternate No. 1 SECOND YEAR: Item No. 2 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$29.99	\$12,475.84	No Bid	
11	Alternate No. 1 THIRD YEAR: Item No. 3 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$31.49	\$13,099.84	No Bid	
ALTERNATE NO. 1: TOTAL Sum - Three (3) Year Period (8 CY) Minimum FEL Segregated Cardboard Containers (Item Nos. 9 thru 11)				Total Price	\$37,456.64	No Bid	

				J&J Trash Service Mt. Airy, MD		Apple Valley Waste Services Inc Kearneysville, WV	
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Option No. 1- Hauling of Single Stream Recyclables Item No. 1 Location No. 1 - One (1) Trip Greensburg @	115	EA	\$255.00	\$29,325.00	\$160.00	\$18,400.00
2	Option No. 1 - Hauling of Single Stream Recyclables Item No. 2 Location No. 2 - One (1) Trip - Kaetzel @	52	EA	\$275.00	\$14,300.00	\$160.00	\$8,320.00
3	Option No 1 - Hauling of Single Stream Recyclables Item No. 3 Location No. 3 - One (1) Trip - Dargan @	26	EA	\$275.00	\$7,150.00	\$160.00	\$4,160.00
4	Option No 1 - Hauling of Single Stream Recyclables Item No. 4 Location No. 4 - One (1) Trip - Hancock @	15	EA	\$295.00	\$4,425.00	\$160.00	\$2,400.00
5	Option No 1 - Hauling of Single Stream Recyclables Item No. 5 Location No. 5 - One (1) Trip - Forty West Landfill @	225	EA	\$135.00	\$30,375.00	\$125.00	\$28,125.00
OPTION NO. 1: Total Sum -Hauling of Single Stream Recyclables (Locations 1 thru 5)				Total Price	\$85,575.00	Total Price	\$61,405.00

Bids Due: September 3, 2025

PUR-1758
Recycling Drop-Off Center Services

				J&J Trash Service Mt. Airy, MD		Apple Valley Waste Services Inc Kearneysville, WV	
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
6	Option No 2 - Processing Single Stream Recyclables FIRST YEAR:Item No. 1 One Trip @	400	TON	\$143.00	\$57,200.00	\$115.00	\$46,000.00
7	Option No 2 - Processing Single Stream Recyclables SECONDYEAR: Item No. 2 One Trip @	400	TON	\$143.00	\$57,200.00	\$125.00	\$50,000.00
8	Option No 2 - Processing Single Stream Recyclables THIRD YEAR: Item No. 3 One Trip @	400	TON	\$143.00	\$57,200.00	\$135.00	\$54,000.00
OPTION NO. 2: Total Sum -Three (3) Year Period Processing Single Stream Recyclables (Item Nos. 6 thru 8)				Total Price	\$171,600.00	Total Price	\$150,000.00

				J&J Trash Service Mt. Airy, MD		Apple Valley Waste Services Inc Kearneysville, WV	
Line	Description	QTY	UOM	Unit	Extended	Unit	Extended
9	Alternate No. 1 FIRST YEAR: Item No. 1 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$36.95	\$15,371.20	\$138.00	\$57,408.00
10	Alternate No. 1 SECOND YEAR: Item No. 2 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$38.05	\$15,828.80	\$143.00	\$59,488.00
11	Alternate No. 1 THIRD YEAR: Item No. 3 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$39.20	\$16,307.20	\$148.00	\$61,568.00
ALTERNATE NO. 1: TOTAL Sum - Three (3) Year Period (8 CY) Minimum FEL Segregated Cardboard Containers (Item Nos. 9 thru 11)				Total Price	\$47,507.20	Total Price	\$178,464.00

PUR-1758
Recycling Drop-Off Center Services

				Waste Management of Pennsylvania, Inc. Virginia, VA	
Line	Description	QTY	UOM	Unit	Extended
1	Option No. 1- Hauling of Single Stream Recyclables Item No. 1 Location No. 1 - One (1) Trip Greensburg @	115	EA	\$549.64	\$63,208.60
2	Option No. 1 - Hauling of Single Stream Recyclables Item No. 2 Location No. 2 - One (1) Trip - Kaetzel @	52	EA	\$666.63	\$34,664.76
3	Option No 1 - Hauling of Single Stream Recyclables Item No. 3 Location No. 3 - One (1) Trip - Dargan @	26	EA	\$778.89	\$20,251.14
4	Option No 1 - Hauling of Single Stream Recyclables Item No. 4 Location No. 4 - One (1) Trip - Hancock @	15	EA	\$849.66	\$12,744.90
5	Option No 1 - Hauling of Single Stream Recyclables Item No. 5 Location No. 5 - One (1) Trip - Forty West Landfill @	225	EA	\$316.01	\$71,102.25
OPTION NO. 1: Total Sum -Hauling of Single Stream Recyclables (Locations 1 thru 5)				Total Price	\$201,971.65
				Waste Management of Pennsylvania, Inc. Virginia, VA	
Line	Description	QTY	UOM	Unit	Extended
6	Option No 2 - Processing Single Stream Recyclables FIRST YEAR:Item No. 1 One Trip @	400	TON	\$190.97	\$76,388.00
7	Option No 2 - Processing Single Stream Recyclables SECONDYEAR: Item No. 2 One Trip @	400	TON	\$206.25	\$82,500.00
8	Option No 2 - Processing Single Stream Recyclables THIRD YEAR: Item No. 3 One Trip @	400	TON	\$222.75	\$89,100.00
OPTION NO. 2: Total Sum -Three (3) Year Period Processing Single Stream Recyclables (Item Nos. 6 thru 8)				Total Price	\$247,988.00

PUR-1758
Recycling Drop-Off Center Services

				Waste Management of Pennsylvania, Inc. Virginia, VA	
Line	Description	QTY	UOM	Unit	Extended
9	Alternate No. 1 FIRST YEAR: Item No. 1 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$75.47	\$31,395.52
10	Alternate No. 1 SECOND YEAR: Item No. 2 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$81.51	\$33,908.16
11	Alternate No. 1 THIRD YEAR: Item No. 3 (8 CY) Minimum FEL Segregated Cardboard Containers One (1) Trip @	416	EA	\$88.03	\$36,620.48
ALTERNATE NO. 1: TOTAL Sum - Three (3) Year Period (8 CY) Minimum FEL Segregated Cardboard Containers (Item Nos. 9 thru 11)				Total Price	\$101,924.16

Response Total

Republic Services of Hagerstown (BFI Waste Services, LLC)	\$99,181.64
Burgmeier's Hauling Inc (Burgmeier's Hauling inc.)	\$106,491.79
J&J Trash Service	\$304,682.20
Apple Valley Waste Services Inc	\$389,869.00
Waste Management of Pennsylvania, Inc.	\$551,883.81



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-25-0209) Two (2) New 2027 Mack Granite 4x2 Plow Trucks

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Brandi Kentner, CPPO, Director, Purchasing Department; Zane Rowe, Deputy Director, Highway Department

RECOMMENDATION: Move to authorize by Resolution, the Highway Department to purchase two (2) New 2027 Mack Granite 4x2 Plow Trucks with J&J Dump Beds and Plow Package in the amount of \$298,804.25 each; for the total sum of \$597,608.50 from Baltimore Truck Center, Inc., of Hagerstown, MD, and to utilize the cooperative contract that was awarded by Sourcewell to Baltimore Truck Center, Inc.

REPORT-IN-BRIEF: The Highway Department is requesting to purchase two (1) New 2027 Mack Granite 4x2 Plow Trucks to replace two plow trucks that exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County initiated the Vehicle and Equipment Types and Usage Guideline in 2001. The County's replacement guidelines for less than 19,500 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced vehicle will be sold on GovDeals.

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. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the procurement of these vehicles in accordance with the Public Local Laws referenced above that participation would result in cost benefits or in administrative efficiencies.

The County will benefit from the direct cost savings in the purchase of these vehicles 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 the vehicle by utilizing the Sourcewell contract and eliminating our county's bid process would result in administrative and cost savings for the Highway Department and Purchasing Department in preparing specifications.

DISCUSSION: N/A

FISCAL IMPACT: Funds were budgeted and are available in the department's Capital Improvement Budget (CIP) EQP042.

CONCURRENCES: Division Director

ATTACHMENTS: Baltimore Truck Center, Inc. quote date 9/2/25.

RESOLUTION NO. RS-2025-

(Intergovernmental Cooperative Purchase [INTG-25-0209] Two [2] New 2027 Mack Granite 4x2 Plow Trucks)

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 two (2) new 2027 Mack Granite 4x2 Plow Trucks with J&J Dump Beds and Plow Package in the amount of \$298,804.25 each, for the total sum of \$597,608.50 from Baltimore Truck Center, Inc., of Hagerstown, Maryland, and to utilize the cooperative contract that was awarded by Sourcewell to Baltimore Truck Center, Inc.

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 two (2) new 2027 Mack Granite 4x2 Plow Trucks with J&J Dump Beds and Plow Package in the amount of \$298,804.25 each, for the total sum of \$597,608.50 from Baltimore Truck Center, Inc., of Hagerstown, Maryland, and to utilize the cooperative contract that was awarded by Sourcewell to Baltimore Truck Center, Inc.

Adopted and effective this ____ day of September, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Dawn L. Marcus, County Clerk

BY: _____
John F. Barr, President

Approved as to form
and legal sufficiency:

Zachary J. Kieffer
County Attorney

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



September 2nd 2025

CUSTOMER QUOTATION

Washington County Maryland – Sourcewell Member # 18599

100 West Washington Street

Hagerstown MD 21740

Baltimore Truck Center provides the following vehicle(s) for your consideration:

- 2 New 2027 Mack Granite 4x2 Plow Trucks with J&J Dump Beds and Plow Package
- Mack MP7 375 HP Engine
 - Allison 4500 RDS Automatic Transmission
 - 20,000 pound Mack Front Axle
 - 23,000 Pound Mack Rear Axle on Spring Suspension – No Diff Lock
 - 180” Wheelbase
 - Bridgestone Tires on Accuride Aluminum Wheels
 - 10’6” foot J& Dump Body and Plow Package
 - Complete Chassis and body specifications provided in accompanying pages.

One Unit (1)

<u>Chassis List Price</u>	\$ 246,675
Total Discount from List	<u>\$ (88,387)</u>
Sourcewell Customer Chassis Price	\$ 158,288

Sourced Goods

Prep	\$ 3,045.00
Body	\$ 135,870.00
Added Protection Plans	<u>\$ 1,601.25</u>
Subtotal for Sourced Goods	\$ 140,516.25



Total – Chassis plus Sourced Goods \$ 298,804.25 per truck

Total for 2 trucks = \$597,608.50

This vehicle(s) is available under the Sourcewell Contract Number 032824-MAK . Please reference this Contract Number on all Purchase Orders. Washington County Maryland and Sourcewell Member ID # 18599 . (member # must match name and billing address)

Thank You for the opportunity to offer this Sourcewell Proposal to Washington County Maryland.

Should you have any questions, please do not hesitate to call.

Sincerely,

Bill Gross *Bill Gross*

Baltimore Truck Center – Hagerstown Division

bgross@baltimoretruckcenter.com Cell – 443-591-0031



Agenda Report Form

Open Session Item

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

PRESENTATION DATE: September 23, 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, which is a **CORRECTION**; we priced the support at \$70,760 per year however the cost is \$74,960, totaling \$374,800 to be paid in full year one.

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. 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 \$2,681,763.76 in account GRT105. The Numbers Board provided the funding for this project; no County funds are being requested.

ATTACHMENTS: Carousel Quote dated July 1, 2025

Support Service Agreement – ESSENTIAL

Equipment Location Address:				Page 1 of 13	
Customer Name:	Washington County, MD	Contract Start Date:	Determined at Project Closure	Install Date:	
Street Address:	16232 Elliott Pkwy	Customer Contact:	Alan Matheny	Created Date:	7/1/2025
City, State, Zip:	Williamsport, MD 21795-4083	Telephone No:	240-291-2508	Created By:	Antoinette Avalos
Active MSSA on file?	MD PBXIV	Email:	amatheny@washco-md.net	AE:	Daniel Heilman
SF Opportunity #:	OP-132898				

NOTE: Service Agreement and Pricing expires, unless signed within 60 days from Created Date listed above.

Customer requests services for the following products and locations as described in EXHIBITS A and B. This service agreement shall be subject to the terms and conditions of the Maryland DOIT PBVIV Contract.

NOTE: ORIGINAL EQUIPMENT MANUFACTUTURER (OEM) SUPPORT, AT A MINIMUM, MUST BE IN PLACE FOR ACCESS TO ANY MANUFACTURER-PROVIDED SOFTWARE UPDATES, PATCHES OR SERVICES. UPON RECEIPT OF SIGNED AGREEMENT, OEM SUPPORT MAY TAKE UP TO THIRTY (30) DAYS TO ESTABLISH WITH THE MANUFACTURER.

EXHIBIT A – ESSENTIAL Coverage Option Purchased

Coverage Option: Remote + Onsite + Co-Delivery + Agency - 24x7

Qty	Service Description	Term Months	Coverage	Payment Type		Price
1	Carousel Tier 1+2 Remote Support	60	24x7x365	P		
1	Carousel 4-Hour Onsite Support	60	24x7x365	P		
1	Carousel Co Delivery – Vesta Solutions	60	24x7x365	P		
1	Telco Agency	60	24x7x365	P		
1	Vesta Solutions Software Support	60	24x7x365	P		
1	Extended Warranty [HP servers and workstations]	60	24x7x365	P		
1	Monitoring and Response	60	24x7x365	P		
1	Patch Management	60	24x7x365	P		
1	Antivirus	60	24x7x365	P		
					Payment:	\$210,000.00

*Replacement parts are billable at State Contract Rates except where covered under Extended Warranty.

Number of positions: 20

Note: Pricing above is for Carousel Support only. Motorola software support will invoice separately.

EXHIBIT B - Addresses, Products and Hours covered under this agreement

COVERAGE OPTION NOTES:

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ITEMS COVERED:

Side A-16232 Elliott Pkwy, Williamsport, MD 21795-4083

VESTA® 9-1-1		
Qty.	Part No.	Description
		VESTA® 9-1-1
1	870899-0104R8.3U	V911 R8.3 DOC/MED UPG
1	873099-03002U	V911 CAD INTF LIC UPGD
		VM Large Server Bundle
		<i>Note: The Large Server Bundle is for PSAP's up to 80 positions with an annual call volume of 1,000,000 or less.</i>
1	853031-DLVLS-GD3	V-DL SVR LG-VL BNDL GEO G11
4	BR000622A01	BRACKET,2RU SERVER BRACKET
		ESInet Interface Module (EIM)
15	873090-11102U	V911 LIC EIM MOD UPGD
		NGCS Service Provider: VESTA/CC Router
2	03800-03070	FIREWALL 60F
2	04000-01905	RACK MNT KIT FIREWALL
		<i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>
2	03800-03075	WARR FIREWALL 60F 5YR
2	809800-00200	CFG NTWK DEVICE
2	809800-35114	V911 IRR SW SPT 5YR
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 1</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 2</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 3</i>

1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 4</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 5</i>
		<i>EIM/SMS To share 60F Firewalls Quoted above</i>
		VESTA 9-1-1 Enhanced Data Window for RapidSOS
		<i>Existing (1) support valid through 12/14/2025.</i>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
		<i>Note: Annual Subscription - Year 1</i>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
		<i>Note: Annual Subscription - Year 2</i>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
		<i>Note: Annual Subscription - Year 3</i>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
		<i>Note: Annual Subscription - Year 4</i>
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB
		<i>Note: Annual Subscription - Year 5</i>
		VESTA® 9-1-1 Multi-Queue Display
		<i>Customer will use existing (1) VESTA 9-1-1 MQD license.</i>
		Automated Abandoned Callback
1	870810-01302U	VESTA 9-1-1 AAC PSAP MOD UPGD
		CFS Server Bundle
1	853031-DLSVRCFS1	V-DL CFS SVR BNDL G11
4	BR000622A01	BRACKET,2RU SERVER BRACKET
		VESTA® 9-1-1 CDR Module
1	873099-00602U	V911 CDR SVR LIC UPGD
15	873099-01102U	V911 CDR PER SEAT LIC UPGD
		VESTA® 9-1-1 Activity View
15	873099-00802U	V911 ACT VIEW LIC PER ST UP
		<i>Transferring (1) of (21) Activity View Seat licenses from Washington County ECC Primary (Host A) to Washington County ECC Backup (Host B).</i>
3	873099-00702U	V911 ACTIV VIEW SYS LIC UPG
		<i>(1) license will be installed on Activity View admin workstation; (2) licenses will be installed on VESTA Analytics admin workstation or VESTA 9-1-1 supervisor positions.</i>
		<i>Existing (3) support expired 6/30/2021.</i>
3	809800-35246	V911 ACT VIEW RNSTMT
3	809800-35124	V911 ACT VIEW SW SPT 5YR

		Administrative Workstation Equipment
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
1	04000-00448	WINDOWS 10 LTSC LIC 21H2
1	64000-00200	DKTP TWR STAND
1	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
1	809800-00102	GENERIC WKST CFG FEE
		VESTA® 9-1-1 Heads-Up Display
		<i>HUD to be decommissioned. Will use MQD with Act View.</i>
		Geo Diverse Add On License
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS
		VESTA® 9-1-1 Advanced Enhanced Operations
15	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE
		<i>Existing (15) of (20) support valid through 12/14/2025.</i>
15	SS-0AD-VSSL-5Y	SPT VADV 5YR
		VESTA® 9-1-1 IRR Module
15	873099-00502U	V911 IRR LIC UPGD
		<i>Customer will use existing HASP Keys.</i>
		<i>Existing (15) of (20) support valid through 12/14/2025.</i>
15	809800-35114	V911 IRR SW SPT 5YR
		VESTA® Workstation Equipment
15	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
15	04000-00448	WINDOWS 10 LTSC LIC 21H2
15	65000-00197	KIT CBL DP/USB 15FT EXT
15	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for keyboard.</i>
15	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for mouse.</i>
15	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
		<i>Optional pricing for 32in monitors not requested for this location.</i>
15	64007-50025	KEYPAD 48-KEY USB CBL 25FT
15	853030-00302	V911 SAM HDWR KIT
30	833401-00101G-15	CBL SAM JKBX 15FT
15	853004-00401	SAM EXT SPKR KIT
15	65000-00124	CBL PATCH 15FT
15	02800-20501	HDST 4W MOD ELEC MIC BLK
15	03044-20000	HDST CORD 12FT 4W MOD BLK
15	809800-35109	V911 IWS CFG
15	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
		VESTA® 9-1-1 Admin Printer

		Network Equipment
		<i>Customer will provide and configure firewall to meet the required engineering specifications for Internet/Remote Access, Managed Services, Cybersecurity Services, VESTA CommandPOST, Assist for 9-1-1, RapidSOS.</i>
		<i>(3) 24-port switches as requested:</i>
3	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR
		<i>Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.</i>
3	04000-02919	USB CONSOLE CBL
3	809800-00200	CFG NTKW DEVICE
		<i>Additional (1) power supply per switch for redundant power supply configuration.</i>
3	04000-09204	SWITCH 9200 SECONDARY PWR SUPPLY
3	04000-09205	SWITCH 9200 SECONDARY PWR SUPPLY CBL
3	04000-09211	SWITCH 9200 NETWORK EXP MOD 1GB
		<i>Quote assumes (1) 4x 1GE SFP network module per switch. Customer to confirm.</i>
		<i>(3) transceiver modules as requested.</i>
2	04000-01092	CISCO SFP DUPLEX LC LX/LH 1310NM 10KM
1	04000-01086	GBIC SFP MOD GLC-BX-U
		Peripherals & Gateways
		<i>MediaPack MP-114 (FXS & FXO) and MP-118 (FXS & FXO) gateways, and FXS and FXO voice modules for the Mediant 1000 gateway are no longer available; MediaPack MP-508 gateway is the functional replacement. Please refer to Product Lifecycle Notice #MN010324A01 dated 8/23/2023 and Product Change Notice #MN011161A01 dated 10/29/2024.</i>
2	04000-00174	MP-508 4S4O GATEWAY W/1YR AHR & SW SPT
		<i>Note: Includes (1) gateway, 1 year AHR, and 5 years of ACTS.</i>
2	06500-00016	MP5XX RACK SHELF MOUNT KIT
2	809800-00200	CFG NTKW DEVICE
1	04000-00129	MED 1000B CHASSIS BNDL
1	870890-74901	V911 M1KB FIRMWARE
		<i>Existing (1) of (2) support valid through 12/14/2025.</i>

1	04000-00190	SW SPT M1000 GATEWAY 5YR
1	04000-00152	MED 1000 1-SPAN BNDL
		<i>Existing (1) support valid through 2/8/2026.</i>
1	04000-00195	SW SPT M1000 T1 MOD 5YR
1	809800-00200	CFG NTWK DEVICE
		<i>Existing (1) of (2) Mediant 1000 Gateways and support will be decommissioned.</i>
		<i>Existing (1) of (2) support valid through 12/14/2025.</i>
		ALI/CAD Output
1	04000-00220	RS-232 2-PORT SHARING 1U 110/220VAC
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT
1	04000-00219	8-PORT RS-232 DATACAST 1U 110/220VAC
8	65000-03040	CBL NULL MODEM DB25M/M 6FT
		<i>Additional Digi Connect EZ 4 device and cables per host:</i>
2	04000-01761	DIGI CONNECT EZ 4
8	65000-00182	CBL RJ45-10P/DB25M 4FT
		Rack & Peripheral Equipment
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	63000-192610	MNTR LCD 19IN
1	04000-00809	KVM 8-PORT SWITCH USB
2	04000-25631	PDU 24-OUTLET TWST LOCK 20AMP
		Time Synchronization Equipment
1	04000-24006	SECURESYNC 2400 MASTER CLOCK
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA
		<i>Customer will provide or use existing (2) cables for connecting Antenna to Surge Protector and Surge Protector to NetClock.</i>
VESTA® CommandPOST		
Qty.	Part No.	Description
		ESInet Interface Module (EIM)
5	873090-11102	V911 LIC EIM MOD
		VESTA® 9-1-1 CDR Module
2	873099-01102U	V911 CDR PER SEAT LIC UPGD
3	873099-01102	V911 CDR PER SEAT LIC
		VESTA® 9-1-1 Activity View

5	873099-00802U	V911 ACT VIEW LIC PER ST UP
		VESTA® 9-1-1 Heads-Up Display
		<i>HUD Being Deactivated</i>
		VESTA® 9-1-1 Advanced Enhanced Operations
5	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE
		<i>Existing (5) of (20) support valid through 12/14/2025.</i>
5	SS-0AD-VSSL-5Y	SPT VADV 5YR
		VESTA® 9-1-1 IRR Module
5	873099-00502U	V911 IRR LIC UPGD
		<i>Customer will use existing HASP Keys.</i>
		<i>Existing (5) of (20) support valid through 12/14/2025.</i>
5	809800-35114	V911 IRR SW SPT 5YR
		CommandPOST Hardware
5	61050-G819605-5Y	HP LAPTOP W/O OS & WARR 5YR
5	04000-00448	WINDOWS 10 LTSC LIC 21H2
5	65000-00263	DOCK STATION THUNDERBOLT KIT
5	64021-10025	KYBD/MOUSE BNDL
5	65000-00197	KIT CBL DP/USB 15FT EXT
5	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for keyboard.</i>
5	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for mouse.</i>
5	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
		<i>Optional pricing for 32in monitors not requested for VESTA CommandPOSTs.</i>
5	64007-50025	KEYPAD 48-KEY USB CBL 25FT
5	853004-00301	CPOST SAM HDWR KIT
5	833401-00101G-15	CBL SAM JKBX 15FT
5	853004-00401	SAM EXT SPKR KIT
5	65000-00124	CBL PATCH 15FT
5	809800-35109	V911 IWS CFG
5	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
VESTA® Analytics		
Qty.	Part No.	Description
		VESTA® Analytics Standard - Multi Product Purchase
1	873399-00103.6U	V-ANLYT 3.6 MED UPGD
1	873391-00501U	V-ANLYT STD LIC UPGD

2	873391-00301U	V-ANLYT USER LIC UPGD
1	873391-00301	V-ANLYT USER LIC
20	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG
		<i>Existing (20) of (22) support valid through 12/14/2025.</i>
20	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR
		<i>Quote assumes existing (2) of (22) VESTA Analytics Standard Seat licenses and support will be decommissioned.</i>
		<i>Existing (2) of (22) support valid through 12/14/2025.</i>
		VESTA® Analytics Modules
1	873391-00901U	V-ANLYT ADV RPT PKG LIC UPGD
		VESTA® Analytics Server Equipment
		<i>Note: Server is configured for up to 1,000,000 calls per year.</i>
1	62040-G819207	SVR RACK DL380 G11 1CPU
4	BR000622A01	BRACKET,2RU SERVER BRACKET
6	64000-20019	HARD DRIVE 1.2TB SAS 10K SFF (G11)
1	62033-2GB8TB01	SVR NAS 8TB BASE BNDL
1	04000-00446	SVR WIN2019 STD
1	04000-00319	SQL 2014 CAL RUN EMB LIC
1	04000-00346	SQL 2014 SVR RUN EMB LIC
1	04000-00437	PRESENTENSE TIME CLIENT 5.4
1	809800-01416	MIS SVR CFG
		Administrative Workstation Equipment
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
1	04000-00448	WINDOWS 10 LTSC LIC 21H2
1	64000-00200	DKTP TWR STAND
1	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
1	809800-00102	GENERIC WKST CFG FEE
Managed Services		
Qty.	Part No.	Description
		Monitoring, PM & AV Service: Servers
		<i>Note: Includes (1) DDS Server, (1) VESTA Analytics Server.</i>
		<i>New M&R licenses are required.</i>
2	870891-66401	M&R SVR AGENT LICENSE
		<i>Existing (4) of (5) support valid through 12/14/2025.</i>
2	809800-16365	M&R PM AV SVR SRVC 5YR

		Monitoring, PM & AV Service: Workstations
		<i>Note: Includes (15) VESTA Workstations, (1) Management Console, (5) VESTA CommandPOST Laptops.</i>
		<i>New M&R licenses are required.</i>
23	870891-66402	M&R WKST AGENT LICENSE
		<i>Existing (24) support valid through 12/14/2025.</i>
23	809800-16381	M&R PM AV WKST SRVC 5YR
		Monitoring, PM & AV Service: IP Devices
		<i>Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (1) ASN Node 1, (1) ASN Repo, (2) CFS Linux VMs, (1) CFS Host, (2) EIM/SMS Firewalls, (3) Cisco Switches, (3) Gateways, (1) NAS Device - VESTA Analytics.</i>
		<i>New M&R licenses are required.</i>
15	870891-66403	M&R NETWORK/IP LICENSE
		<i>Existing (17) support valid through 12/14/2025.</i>
15	809800-16347	M&R IP DEVICE SRVC 5YR
		Disaster Recovery
		<i>Note: Opting Out of Disaster Recovery.</i>
Spare Equipment		
Qty.	Part No.	Description
		Gateway Equipment
1	04000-00174	MP-508 4S4O GATEWAY W/1YR AHR & SW SPT
		<i>Note: Includes (1) gateway, 1 year AHR, and 5 years of ACTS.</i>
1	809800-00200	CFG NTWK DEVICE
1	04000-00127-SP	MED 1000B CHASSIS SPARE
1	04000-00132	MED 1000B PWR SPLY BNDL
1	04000-00144	MED 1000B CPU BNDL
1	04000-00152-SP	MED 1000 1-SPAN SPARE
		Cables and Switches
1	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR
		<i>Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.</i>
1	809800-00200	CFG NTWK DEVICE

		<i>Additional (1) power supply per switch for redundant power supply configuration.</i>
1	04000-09204	SWITCH 9200 SECONDARY PWR SUPPLY
1	04000-09205	SWITCH 9200 SECONDARY PWR SUPPLY CBL
1	04000-09211	SWITCH 9200 NETWORK EXP MOD 1GB
1	04000-01092	CISCO SFP DUPLEX LC LX/LH 1310NM 10KM
1	04000-01086	GBIC SFP MOD GLC-BX-U
		Workstation Equipment
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
1	04000-00448	WINDOWS 10 LTSC LIC 21H2
1	65000-00197	KIT CBL DP/USB 15FT EXT
2	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for keyboard.</i>
2	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for mouse.</i>
1	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
1	64007-50025	KEYPAD 48-KEY USB CBL 25FT
1	853030-00302	V911 SAM HDWR KIT
2	833401-00101G-15	CBL SAM JKBX 15FT
1	853004-00401	SAM EXT SPKR KIT
1	65000-00124	CBL PATCH 15FT
1	02800-20501	HDST 4W MOD ELEC MIC BLK
1	03044-20000	HDST CORD 12FT 4W MOD BLK
1	809800-00102	GENERIC WKST CFG FEE
1	04000-01594	WARR 5YR NBD HP 800 MINI
		<i>24x7 warranty uplift is not available for workstations.</i>
Extended Warranties		
Qty.	Part No.	Description
		Server Extended Warranty
3	04000-01650	WARR 24X7 DL380G11 5YR
		<i>5-year NBD warranty uplift is not available for servers.</i>
		Workstation Extended Warranty
18	04000-01594	WARR 5YR NBD HP 800 MINI
		<i>24x7 warranty uplift is not available for workstations and laptops.</i>
		<i>Warranty uplift for laptop is bundled with the laptop (see VESTA CommandPOST section).</i>

Coverage Option: Remote + Onsite + Co-Delivery + Agency - 24x7

Qty	Service Description	Term Months	Coverage	Payment Type		Price
1	Carousel Tier 1+2 Remote Support	60	24x7x365	P		
1	Carousel 4-Hour Onsite Support	60	24x7x365	P		
1	Carousel Co Delivery – Vesta Solutions	60	24x7x365	P		
1	Telco Agency	60	24x7x365	P		
1	Vesta Solutions Software Support	60	24x7x365	P		
1	Extended Warranty [HP servers and workstations]	60	24x7x365	P		
1	Monitoring and Response	60	24x7x365	P		
1	Patch Management	60	24x7x365	P		
1	Antivirus	60	24x7x365	P		
					Payment:	\$147,000.00

*Replacement parts are billable at State Contract Rates except where covered under Extended Warranty.

Number of positions: 14

Note: Pricing above is for Carousel Support only. Motorola software support will invoice separately.

EXHIBIT B - Addresses, Products and Hours covered under this agreement

COVERAGE OPTION NOTES:

ITEMS COVERED:

Side B- 128 W Washington St, Hagerstown, MD 21740-4763

VESTA® 9-1-1		
Qty.	Part No.	Description
		VESTA® 9-1-1
1	870899-0104R8.3U	V911 R8.3 DOC/MED UPG
1	873099-03002U	V911 CAD INTF LIC UPGD
		VM Large Server Bundle
		<i>Note: The Large Server Bundle is for PSAP's up to 80 positions with an annual call volume of 1,000,000 or less.</i>
1	853031-DLVLS-GD3	V-DL SVR LG-VL BNDL GEO G11
4	BR000622A01	BRACKET,2RU SERVER BRACKET

		ESInet Interface Module (EIM)
14	873090-11102U	V911 LIC EIM MOD UPGD
		NGCS Service Provider: VESTA/CC Router
2	03800-03070	FIREWALL 60F
2	04000-01905	RACK MNT KIT FIREWALL
		<i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>
2	03800-03075	WARR FIREWALL 60F 5YR
2	809800-00200	CFG NTWK DEVICE
2	809800-35114	V911 IRR SW SPT 5YR
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 1</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 2</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 3</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 4</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 5</i>
		<i>EIM/SMS To share 60F Firewalls Quoted above</i>
		VESTA 9-1-1 Enhanced Data Window for RapidSOS
		<i>VESTA 9-1-1 Advanced Data Level 2 Standard subscription is inapplicable to this location; Washington County ECC Backup (Host B) and Washington County ECC Primary (Host A) are the same agency.</i>
		VESTA® 9-1-1 Multi-Queue Display
		<i>VESTA 9-1-1 MQD license reflected on tab for Washington County ECC Primary (Host A).</i>
		Automated Abandoned Callback
		<i>Customer does not require AAC for this location.</i>
		VESTA® 9-1-1 CDR Module
1	873099-00602U	V911 CDR SVR LIC UPGD
14	873099-01102U	V911 CDR PER SEAT LIC UPGD
		VESTA® 9-1-1 Activity View
13	873099-00802U	V911 ACT VIEW LIC PER ST UP
1	873099-00802U	V911 ACT VIEW LIC PER ST UP

		<i>Transferring (1) Activity View Seat license from Washington County ECC Primary (Host A) to Washington County ECC Backup (Host B).</i>
3	873099-00702U	V911 ACTIV VIEW SYS LIC UPG
		<i>(1) license will be installed on Activity View admin workstation; (2) licenses will be installed on VESTA Analytics admin workstation or VESTA 9-1-1 supervisor positions.</i>
		<i>Existing (3) support expired 6/30/2021.</i>
3	809800-35246	V911 ACT VIEW RNSTMNT
3	809800-35124	V911 ACT VIEW SW SPT 5YR
		Administrative Workstation Equipment
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
1	04000-00448	WINDOWS 10 LTSC LIC 21H2
1	64000-00200	DKTP TWR STAND
1	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
1	809800-00102	GENERIC WKST CFG FEE
		VESTA® 9-1-1 Heads-Up Display
		<i>HUD to be decommissioned. Will use MQD with Act View.</i>
		Geo Diverse Add On License
1	BA-MGD-VSSL-M	GEO-DIV LIC MIG SYS
		VESTA® 9-1-1 Advanced Enhanced Operations
14	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE
		<i>Existing (14) support valid through 12/14/2025.</i>
14	SS-0AD-VSSL-5Y	SPT VADV 5YR
		VESTA® 9-1-1 IRR Module
14	873099-00502U	V911 IRR LIC UPGD
		<i>Customer will use existing HASP Keys.</i>
		<i>Existing (14) support valid through 12/14/2025.</i>
14	809800-35114	V911 IRR SW SPT 5YR
		VESTA® Workstation Equipment
14	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
14	04000-00448	WINDOWS 10 LTSC LIC 21H2
14	65000-00197	KIT CBL DP/USB 15FT EXT
14	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for keyboard.</i>
14	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for mouse.</i>
14	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS

		<i>Optional pricing for 32in monitors not requested for this location.</i>
14	64007-50025	KEYPAD 48-KEY USB CBL 25FT
14	853030-00302	V911 SAM HDWR KIT
28	833401-00101G-15	CBL SAM JKBX 15FT
14	853004-00401	SAM EXT SPKR KIT
14	65000-00124	CBL PATCH 15FT
14	02800-20501	HDST 4W MOD ELEC MIC BLK
14	03044-20000	HDST CORD 12FT 4W MOD BLK
14	809800-35109	V911 IWS CFG
14	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
		Network Equipment
		<i>Customer will provide and configure firewall to meet the required engineering specifications for Internet/Remote Access, Managed Services, Cybersecurity Services, VESTA CommandPOST, Assist for 9-1-1, RapidSOS.</i>
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR
		<i>Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.</i>
2	04000-02919	USB CONSOLE CBL
2	809800-00200	CFG NTWK DEVICE
		<i>Additional (1) power supply per switch for redundant power supply configuration.</i>
2	04000-09204	SWITCH 9200 SECONDARY PWR SUPPLY
2	04000-09205	SWITCH 9200 SECONDARY PWR SUPPLY CBL
2	04000-09211	SWITCH 9200 NETWORK EXP MOD 1GB
		<i>Quote assumes (1) 4x 1GE SFP network module per switch. Customer to confirm.</i>
		<i>(2) transceiver modules as requested.</i>
2	04000-01092	CISCO SFP DUPLEX LC LX/LH 1310NM 10KM
		Peripherals & Gateways
		<i>MediaPack MP-114 (FXS & FXO) and MP-118 (FXS & FXO) gateways, and FXS and FXO voice modules for the Mediant 1000 gateway are no longer available; MediaPack MP-508 gateway is the functional replacement. Please refer to Product Lifecycle Notice #MN010324A01 dated 8/23/2023 and Product Change Notice #MN011161A01 dated 10/29/2024.</i>

2	04000-00174	MP-508 4S4O GATEWAY W/1YR AHR & SW SPT
		<i>Note: Includes (1) gateway, 1 year AHR, and 5 years of ACTS.</i>
2	06500-00016	MP5XX RACK SHELF MOUNT KIT
2	809800-00200	CFG NTWK DEVICE
1	04000-00129	MED 1000B CHASSIS BNDL
1	870890-74901	V911 M1KB FIRMWARE
		<i>Existing (1) of (2) support valid through 12/14/2025.</i>
1	04000-00190	SW SPT M1000 GATEWAY 5YR
1	04000-00152	MED 1000 1-SPAN BNDL
		<i>Existing (1) support valid through 12/14/2025.</i>
1	04000-00195	SW SPT M1000 T1 MOD 5YR
1	809800-00200	CFG NTWK DEVICE
		<i>Existing (1) of (2) Mediant 1000 Gateways and support will be decommissioned.</i>
		<i>Existing (1) of (2) support valid through 12/14/2025.</i>
		ALI/CAD Output
1	04000-00220	RS-232 2-PORT SHARING 1U 110/220VAC
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT
1	04000-00219	8-PORT RS-232 DATACAST 1U 110/220VAC
8	65000-03040	CBL NULL MODEM DB25M/M 6FT
		<i>Additional Digi Connect EZ 4 device and cables per host:</i>
2	04000-01761	DIGI CONNECT EZ 4
8	65000-00182	CBL RJ45-10P/DB25M 4FT
		Rack & Peripheral Equipment
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	63000-192610	MNTR LCD 19IN
1	04000-00809	KVM 8-PORT SWITCH USB
2	04000-25631	PDU 24-OUTLET TWST LOCK 20AMP
		Time Synchronization Equipment
1	04000-24006	SECURESYNC 2400 MASTER CLOCK
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA
		<i>Customer will provide or use existing (2) cables for connecting Antenna to Surge Protector and Surge Protector to NetClock.</i>
VESTA® Analytics		
Qty.	Part No.	Description
		VESTA® Analytics Standard - Multi Product Purchase
2	873391-00301U	V-ANLYT USER LIC UPGD

1	873391-00301	V-ANLYT USER LIC
14	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG
		<i>Existing (14) support valid through 12/14/2025.</i>
14	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR
		Administrative Workstation Equipment
1	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
1	04000-00448	WINDOWS 10 LTSC LIC 21H2
1	64000-00200	DKTP TWR STAND
1	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
1	809800-00102	GENERIC WKST CFG FEE
Managed Services		
Qty.	Part No.	Description
		Monitoring, PM & AV Service: Servers
		<i>Note: Includes (1) DDS Server.</i>
		<i>New M&R license is required.</i>
1	870891-66401	M&R SVR AGENT LICENSE
		<i>Existing (1) support valid through 12/14/2025.</i>
1	809800-16365	M&R PM AV SVR SRVC 5YR
		Monitoring, PM & AV Service: Workstations
		<i>Note: Includes (14) VESTA Workstations, (1) Management Console, (2) Admin Workstations.</i>
		<i>New M&R licenses are required.</i>
17	870891-66402	M&R WKST AGENT LICENSE
		<i>Existing (18) support valid through 12/14/2025.</i>
17	809800-16381	M&R PM AV WKST SRVC 5YR
		Monitoring, PM & AV Service: IP Devices
		<i>Note: Includes (1) Virtual Host/Machine, (1) MDS Server, (2) EIM/SMS Firewalls, (1) ASN Node 2, (2) Cisco Switches, (3) Gateways.</i>
		<i>New M&R licenses are required.</i>
10	870891-66403	M&R NETWORK/IP LICENSE
		<i>Existing (9) of (10) support valid through 12/14/2025.</i>
10	809800-16347	M&R IP DEVICE SRVC 5YR
		<i>Existing (1) of (10) M&R IP Device licenses and support will be decommissioned.</i>
		<i>Existing (1) of (10) support valid through 12/14/2025.</i>
		Disaster Recovery
		<i>Note: Opting Out of Disaster Recovery.</i>

Extended Warranties		
Qty.	Part No.	Description
		Server Extended Warranty
1	04000-01650	WARR 24X7 DL380G11 5YR
		<i>5-year NBD warranty uplift is not available for servers.</i>
		Workstation Extended Warranty
17	04000-01594	WARR 5YR NBD HP 800 MINI
		<i>24x7 warranty uplift is not available for workstations and laptops.</i>

Coverage Option: Remote + Onsite + Co-Delivery + Agency - 24x7

Qty	Service Description	Term Months	Coverage	Payment Type		Price
1	Carousel Tier 1+2 Remote Support	60	24x7x365	P		
1	Carousel 4-Hour Onsite Support	60	24x7x365	P		
1	Carousel Co Delivery – Vesta Solutions	60	24x7x365	P		
1	Telco Agency	60	24x7x365	P		
1	Vesta Solutions Software Support	60	24x7x365	P		
1	Extended Warranty [HP servers and workstations]	60	24x7x365	P		
1	Monitoring and Response	60	24x7x365	P		
1	Patch Management	60	24x7x365	P		
1	Antivirus	60	24x7x365	P		
					Payment:	\$17,800.00

*Replacement parts are billable at State Contract Rates except where covered under Extended Warranty.

Number of positions: 2

Note: Pricing above is for Carousel Support only. Motorola software support will invoice separately.

EXHIBIT B - Addresses, Products and Hours covered under this agreement

COVERAGE OPTION NOTES:

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ITEMS COVERED:

MSP- 18345 Col Henry K Douglas Dr, Hagerstown, MD 21740-1897

VESTA® 9-1-1		
Qty.	Part No.	Description
		ESInet Interface Module (EIM)
2	873090-11102U	V911 LIC EIM MOD UPGD
		VESTA® SMS
		<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 1</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 2</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 3</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 4</i>
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB
		<i>Note: Annual Subscription - Year 5</i>
		VESTA® 9-1-1 Multi-Queue Display
		VESTA 9-1-1 MQD license reflected on tab for Washington County ECC Primary (Host A).
		Automated Abandoned Callback
		<i>Customer does not require AAC for this location.</i>
		VESTA® 9-1-1 CDR Module
2	873099-01102U	V911 CDR PER SEAT LIC UPGD
		VESTA® 9-1-1 Activity View
2	873099-00802U	V911 ACT VIEW LIC PER ST UP
		VESTA® 9-1-1 Heads-Up Display
		<i>HUD to be decommissioned. Will use MQD with Act View.</i>
		VESTA® 9-1-1 Advanced Enhanced Operations
2	PS-0AD-VSML-M	VADV MLTP SEAT LIC NFEE
		<i>Existing (2) support valid through 12/14/2025.</i>
2	SS-0AD-VSSL-5Y	SPT VADV 5YR
		VESTA® 9-1-1 IRR Module
2	873099-00502U	V911 IRR LIC UPGD
		<i>Customer will use existing HASP Keys.</i>
		<i>Existing (2) support valid through 12/14/2025.</i>

2	809800-35114	V911 IRR SW SPT 5YR
		VESTA® Workstation Equipment
2	61000-409623	DKTP ELITE MINI 800 G9 W/O OS
2	04000-00448	WINDOWS 10 LTSC LIC 21H2
2	65000-00197	KIT CBL DP/USB 15FT EXT
2	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for keyboard.</i>
2	65000-00176	CBL USB EXT REPEAT 16FT
		<i>(1) USB extension/repeater cable per workstation/laptop for mouse.</i>
2	63000-241695	COMPUTER PERIPHERAL,MNTR 24IN IPS
		<i>Optional pricing for 32in monitors not requested for this location.</i>
2	64007-50025	KEYPAD 48-KEY USB CBL 25FT
2	853030-00302	V911 SAM HDWR KIT
4	833401-00101G-15	CBL SAM JKBX 15FT
2	853004-00401	SAM EXT SPKR KIT
2	65000-00124	CBL PATCH 15FT
2	02800-20501	HDST 4W MOD ELEC MIC BLK
2	03044-20000	HDST CORD 12FT 4W MOD BLK
2	809800-35109	V911 IWS CFG
2	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
		VESTA® 9-1-1 Admin Printer
		<i>Quote assumes customer does not require printer equipment for this location.</i>
		Network Equipment
		<i>Customer will provide and configure firewall to meet the required engineering specifications for Internet/Remote Access, Managed Services, Cybersecurity Services, VESTA CommandPOST, Assist for 9-1-1, RapidSOS.</i>
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR
		<i>Note: The Cisco Catalyst 9200/9300 switch supports a variety of optional network modules for uplink ports (the default configuration does not include any network modules). Network modules are priced separately and quoted upon request.</i>
2	04000-02919	USB CONSOLE CBL
2	809800-00200	CFG NTKW DEVICE
		<i>Additional (1) power supply per switch for redundant power supply configuration.</i>
2	04000-09204	SWITCH 9200 SECONDARY PWR SUPPLY
2	04000-09205	SWITCH 9200 SECONDARY PWR SUPPLY CBL

2	04000-09211	SWITCH 9200 NETWORK EXP MOD 1GB
		<i>Quote assumes (1) 4x 1GE SFP network module per switch. Customer to confirm.</i>
		<i>(1) transceiver module as requested.</i>
1	04000-01085	GBIC SFP MOD GLC-BX-D
		Peripherals & Gateways
		<i>Zero (0) admin lines and zero (0) 9-1-1 trunks terminating at this location.</i>
		<i>Quote assumes existing (2) Mediant 1000 gateways and support will be decommissioned.</i>
		<i>Existing (2) support expired 6/30/2021.</i>
		ALI/CAD Output
1	04000-00219	8-PORT RS-232 DATACAST 1U 110/220VAC
8	65000-03040	CBL NULL MODEM DB25M/M 6FT
1	04000-00220	RS-232 2-PORT SHARING 1U 110/220VAC
1	04000-01014-10	CBL SRL DB25M/DB9F 10FT
1	04000-01761	DIGI CONNECT EZ 4
4	65000-00182	CBL RJ45-10P/DB25M 4FT
		Rack & Peripheral Equipment
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	863014-00201-2	REMOTE PERIPHERAL KIT
		<i>Quote assumes customer does not require twist lock PDUs for this location.</i>
VESTA® Analytics		
Qty.	Part No.	Description
		VESTA® Analytics Standard - Multi Product Purchase
1	873391-00301U	V-ANLYT USER LIC UPGD
2	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG
		<i>Existing (2) support valid through 12/14/2025.</i>
2	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR
		Administrative Workstation Equipment
		N/A
Managed Services		

Qty.	Part No.	Description
		Monitoring, PM & AV Service: Workstations
		<i>Note: Includes (2) VESTA Workstations.</i>
		<i>New M&R licenses are required.</i>
2	870891-66402	M&R WKST AGENT LICENSE
		<i>Existing (2) support valid through 12/14/2025.</i>
2	809800-16381	M&R PM AV WKST SRVC 5YR
		Monitoring, PM & AV Service: IP Devices
		<i>Note: Includes (2) Cisco Switches.</i>
		<i>New M&R licenses are required.</i>
2	870891-66403	M&R NETWORK/IP LICENSE
		<i>Existing (2) support valid through 12/14/2025.</i>
2	809800-16347	M&R IP DEVICE SRVC 5YR
		Disaster Recovery
		<i>Opting out of Disaster Recovery</i>
Extended Warranties		
Qty.	Part No.	Description
		Workstation Extended Warranty
2	04000-01594	WARR 5YR NBD HP 800 MINI
		<i>24x7 warranty uplift is not available for workstations and laptops.</i>

EXHIBIT C – Statement of Services

The following section is designed to outline the scope of work that Carousel will deliver to the Client for Carousel 911 Public Safety, **as listed in Exhibit B.1 and Coverage Option listed in Exhibit B.2 of the Carousel Support Services Agreement (SSA)**

CAROUSEL PUBLIC SAFETY

Carousel Public Safety 911 solution partners with Vesta Solutions who monitors and aggregates information across the organization's entire infrastructure, inclusive of networks, applications, hardware, software, server and workstation operating systems. Carousel, working in close partnership with Vesta Solutions, provides the platform that makes this industry leading level of support possible.

HOURS OF OPERATION

Service Operations Center	7 x 24
Support Services	7 x 24

CAROUSEL SERVICE MATRIX

Public Safety Services	Carousel's Essential Offer
24x7 Technical Support	X
Co-Delivery Incident Management (Tier 1-4)	X
Problem Management	X
On-Site Dispatch Technician	X
Reporting with Quarterly Business Review	X
Service Performance Review	X
Service Delivery Manager	Opt
Carrier Agency	Opt
Root Cause Analysis	X
24x7 Vesta Solutions Monitoring and Response	X
Parts Replacement	X
Vesta Solutions Software Support	X
Vesta Solutions Anti-Virus	X
Vesta Solutions Microsoft Patch Management	X

Monitoring

Vesta Solutions and Carousel will provide 24x7 remote monitoring of the Customer Infrastructure and Services as defined by the SSA. (Excluding scheduled maintenance windows determined between Carousel and the Customer). Equipment to be monitored is specific to each customer on the Carousel SSA.

24x7 Solution Monitoring Service
Typical components monitored: (Will be defined on the SSA Exhibit B)
HP Servers and Workstations and associated software.

Network Switches (CISCO and HP)
AudioCodes Media Gateways and associated modules
Adjunct IP devices included within the Motorola Solution
Notifications are received in Carousel's NOC via Vesta Solutions Managed Services Group
Carousel alerts the customer based on severity and begins remediation either remote or onsite

Service Desk /Help Line

Carousel's Help Line provides answers to general connectivity, usability or software application-specific questions from authorized client points of contact. The help line will provide troubleshooting for end user network connectivity issues, advice on best practices, provide or clarify service or manufacturer documentation, and enhance client understanding of the use, features and programming of Carousel supported products.

Service Desk	Carousel
Provide 24x7 Help Desk access for designated Client IT POC's	X
Provide and record all incoming Help Desk requests into Carousel's Help Desk System;	X
Perform Level 1 support, initial problem determination for Client' POC as necessary.	X
Provide Help Desk Call management and escalation management to Level 2 & 3 support as necessary	X
Communicate problem status or resolution to the Client POC as appropriate;	X
Referring/Redirecting Out of Scope calls to designated Third Party Support Group, or SME if required;	X

Software Support

"Software" is defined as computer program instructions that facilitate functionality within hardware. There are three main types of software. System software (operating systems, i.e. Windows XP) controls the working of the computer. Ancillary software includes database applications, back up products, and other third party software. SQL Server and Backup Exec are considered ancillary software. Application software is designed to perform specific tasks. VESTA®, Sentinel®, Aurora® and ORION™ are examples of application software.

Vesta Solutions Support	Carousel	Vesta Solutions
Performed as needed based on Vesta Solutions release schedule of pre-approved patches.		X

Coordinated and scheduled by Carousel SDM (possibly be service affecting)	X	
Covers Dot releases, hotfixes and patches		X
Must have current Software Support Agreement in place with Vesta Solutions.		X
Performed Onsite when needed	X	

I. SOFTWARE UPDATES

Vesta Solutions provides notification of the availability of new software updates to the Carousel via a Product Change Notice (PCN) which provides the specifics of the update and the availability.

Upon notification, the Carousel is to review the PCN and determine how it applies to each of its sites. Once Carousel determines the PCN applies to its sites, it is the responsibility of the Carousel to implement.

II. OPERATING SYSTEM SECURITY PATCHES

Vesta Solutions receives monthly notifications from Microsoft as it pertains to Operating Systems (OS) and application security patches. Vesta Solutions reviews the notifications and determines if any apply to the specific OS and applications used by Vesta Solutions.

Where it is determined that a Microsoft Security Patch applies to an Vesta Solutions product, Vesta Solutions will test the patch against the Vesta Solutions product lines. Upon successful completion of the testing, Vesta Solutions will provide the Carousel with a Technical Services Bulletin (TSB) identifying that the security patch has been tested and recommends the deployment.

It is the Carousel's responsibility to review the TSB, determine the applicability based on its sites, and download and deploy the security patches. If Carousel purchases Vesta Solutions Patch Management Service, Vesta Solutions Managed Services Team will coordinate the update with the Carousels technical team.

Patch Management

This service provides remote, schedulable delivery of critical (Vesta Solutions tested) Microsoft Security patches to monitored computers eliminating sneaker-net delivery of critical security patches. Installation of critical security patches is a crucial part of securing a PSAP against today's threats. Requires Reboot of systems.

Patch Management 8X5	Carousel	Vesta Solutions
Microsoft Patch Management is performed on an as needed basis on Vesta Solutions release schedule of pre-approved Microsoft patches.		X
Coordinated by Carousel (Scheduled based on customer needs during regular 8am-5pm)	X	
Delivered remotely by Vesta Solutions with Carousel onsite support	X	X
Performed onsite (Reboot Required)	X	

Virus Protection

This service provides remote, schedulable delivery of critical (Vesta Solutions tested) anti-virus definition updates to monitored computers eliminating cumbersome and costly manual delivery of updates and significantly assisting in the reduction (although the risk of infection can never be completely eliminated—such is the nature of a reactionary measure like anti-virus software) of virus infections. Anti-virus software and the maintenance thereof is a crucial part of securing today's PSAP.

Virus Protection	Carousel	Vesta Solutions
Anti-virus Software Updates		X
Coordinated by Carousel	X	

Carrier Agency	Carousel
Carousel Carrier Agency includes the following activities:	
Open a trouble service request with the designated carrier(s).	X
Coordination, on customer's behalf, of trouble tickets, trouble referral, and case management for carrier network issues.	X
Continue to case manage the trouble and provide status updates to the Customer, to resolution.	X
NOTE: Client must provide a Letter of Agency, Circuit ID's, and Vendor #'s by Location, as required. NOTE: Vendor Agency does NOT include Provisioning of new services	

Reporting

Customers are provided with historical service related tickets. Information is delivered in the form of reports and quarterly briefings.

Reporting Service	Carousel	Vesta Solutions
Carousel will provide the following quarterly reports:		
Trouble tickets classified by severity	X	
Trouble tickets by location	X	
Resolution time by severity	X	

Carousel Service Delivery Manager

Carousel will assign an Service Delivery Manager to monitor overall, the Customer's service operations, and is responsible for the following:

Serve as "Service Interface" between Carousel personnel and the Customer

Work with the Customer's point of contact to develop and implement Policies, Procedures and Standards

Schedule and facilitate monthly meetings, status updates, Change Management, review monthly or quarterly reports, and monitor the Customer's SLAs

Execute changes in the Schedules

SPOC for problem escalation and resolution

HP Extended Warranty -

Carousel

Vesta
Solutions

Standard warranty from Vesta Solutions on HP Equipment is 3 years, M-F next business day.

X

Extended Warranty: 5 year 24x7 4 hour response

X

Delivered remotely by Carousel with Carousel onsite support as needed with HP Sub

X

Hardware Support-

If replacement equipment is needed, the remote engineer and/or on site technician will relay the information to the appropriate Service Representative to coordinate next steps. The replacement process is dependent upon the customer's support agreement with Carousel. * Manufacturer maintenance services including but not limited to extended warranty, Advanced Exchange, or expedited replacement are coordinated by Carousel.

Warranty parts replacement subject to manufacturer's policies and programs.

Onsite replacement for failed equipment provided where entitled and is coordinated with the fulfillment of replacement equipment. If onsite support entitlement is not in place it can be provided upon request subject to billable T&M costs.

SECTION D – SERVICE LEVEL AGREEMENTS

Definitions

Response Time: Response Time is measured from the time the customer contacts the Carousel Services Center to report an incident, to the time the technician/engineer begins diagnostics. Carousel will attempt to clear all failures remotely before dispatching a technician to the Customer's premises, if required.

P1: A critical issue - Priority is set as a One (1). The definition is a widespread system or application failure.

- The customer is experiencing a loss of service impacting greater than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area. (Ex. 25% of the Call Center agents are impacted)
- The incident results in extremely serious interruptions to the production system. Tasks that should be executed immediately cannot be executed due to a complete outage of the system or interruptions in main functions of the production system.
- The entire user community is or could be negatively affected.
- Tasks that should be executed immediately cannot be executed due to a complete outage.
- Data Integrity may be compromised and the service request requires immediate processing as the issue can result in financial losses.
- Service problem during critical periods (ex. End of month processing, payroll processing)
- Security violations (ex. Denial of service, widespread virus, etc.)

Response time for a critical event is: **15 minutes**

Tech Onsite: Within 4 hours

P2: A major issue - Priority is set as Two (2). The definition is the majority of system /application is in failure

- Loss of service to less than 25% of the users at a given site, multiple sites, enterprise, or of a given functional area (Ex. Less than 25% of Call Center agents impacted.)
- There is a negative impact to project installation activities, urgent deadlines or the incident puts the system at risk. In production system, important tasks cannot be performed, yet the error does not impair essential operations. Processing can continue in a restricted manner, yet data integrity may be at risk. The service requests require timely processing due to the malfunction may cause serious interruptions to critical processes or negatively impact business.
- System or application is degraded or performing unreliably and is affecting customer's ability to perform normal business functions.
- Key services or employees are affected. (Ex. Attendant console, system administration access, security violations.)
- Service order has been downgraded from a critical due to a temporary fix put in place until permanent resolution is conducted during customer's change control process.

Response time for a major event is: **30 minutes**

Tech Onsite: Within 8 hours

P3: A minor issue – priority is set to Three (3). The definition is customer is experiencing a partial system or application interruption

- Customer and operational impact is low

Response time for a minor event is: **8 hours**

Tech Onsite: Next business day

***Includes temporary solution, some or all restoration.

P4 ; For standard requests, priority is set to Four (4). The request is not service impacting yet a potential system/ application failure could occur if not resolved.

- An incident affects a single end-user and does not impact or disrupt the end-user's daily tasks
- An incident that has minimal impact on normal business processes and may be handled on a scheduled basis, such as end-user requests requiring system enhancement, or peripheral problems, such as network printer issues.
- The issue consists of "how to" questions or end user requests including issues related to operational awareness, installation and configuration inquiries, enhancement requests, or documentation questions.

Response time: based on request

Tech Onsite: based on request

Break / Fix Prioritization

Rank and SLA/SLO	P1 (Critical)	P2 (Major)	P3 (Minor)	P4 (Standard)
Response/ Acknowledge	< 15 minutes	< 30 minutes	8 hours	based on request
Tech Onsite	0-4 hours	8 hours	Next business day	based on request
Escalation Threshold	1 hours	2 hours	48 hours	As needed
Communication Objective	Hourly	4 hours	Daily	As needed

Equal Opportunity Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Customer signature below indicates customer has read and agrees to all terms within this agreement.		Total Prepaid Payment Due: \$374,800.00	
By: (Authorized Signature)		Business Partner CAROUSEL INDUSTRIES OF NORTH AMERICA ATTN: Service Contracts Dept.	
Printed Name	On: (Date)	Accepted By:	Voice: (800) 401-0760 ext. 1109
Customer Bill To (if different than primary covered location)		Typed Name	On: (Date) Fax: (401) 667-5492
ATTN:		Address 659 South County Trail	
Address		City Exeter	
City, State , Zip		State Zip RI 02822	



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1639) On Call Stormwater Management Maintenance Task Order for the Department of Stormwater and Watershed Services

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Carin Bakner, CPPB, Buyer, Purchasing Department, and John Swauger, Stormwater Management NPDES/MS4 Coordinator, Water Quality

RECOMMENDED MOTION: Motion to authorize the Department of Stormwater and Watershed Services to utilize contract PUR-1639 with Patriot Land & Wildlife Management Services, Inc. for maintenance and repair of various locations in the total lump sum amount of \$65,783.95 based on the estimate received.

REPORT-IN-BRIEF: Due to the centralization of stormwater management responsibilities, Stormwater Watershed Services presently manages the maintenance of County-owned stormwater ponds in subdivisions and industrial areas. Currently, there are multiple stormwater ponds with active/open sinkholes that need to be repaired. The location and pricing for work at each stormwater pond is as follows:

Pond	Address	Amount
Maugans Avenue Pond	18537 Maugans Ave. Hagerstown, MD 21742	\$6,599.80
Towne Oak Village Pond	17906 Sand Wedge Dr. Hagerstown, MD 21740	\$1,637.80
St. James Village North (front pond)	18247-18301 College Rd. Hagerstown, MD 21740	\$2,013.70
St. James Village North (back pond)	18117-18173 Lyles Dr. Hagerstown, MD 21740	\$2,773.45
North Village, Section 2	13572 Cambridge Dr. Hagerstown, MD 21742	\$37,033.50
North Village (New Access)	13572 Cambridge Dr. Hagerstown, MD 21742	\$1,535.20
Fieldstone Acres, Basin 1	20307-20399 Splendor View Terrace Hagerstown, MD 21740	\$7,027.80
Confederate Hills, JEB Stuart Ct.	5101-5189 Gen, Stuart Ct. Sharpsburg, MD 21782	\$2,215.00
Black Rock Estates, Section A, Pond 1	11011-11019 Sani Lane Hagerstown, MD 21742	\$1,602.15
Fountainhead North Detention Structure (Dry Pond)	13528-13510 Paradise Church Rd. Hagerstown, MD 21742	\$3,345.55

DISCUSSION: N/A

FISCAL IMPACT: Funding is available in the department's operating budget (515000-40-40050) for this service.

CONCURRENCES: Mark Bradshaw, Director, Division of Environmental Management

ALTERNATIVES:

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

ATTACHMENTS: Patriot Land & Wildlife Management Services, Inc. Estimate No. EST4204699 dated August 27, 2025, and information on each Pond.

AUDIO/VISUAL NEEDS: N/A



**WASHINGTON COUNTY, MARYLAND -
STORMWATER & WATERSHED SERVICES
6232 ELLIOTT PARKWAY
HAGERSTOWN, MARYLAND 21795**

**Washington County - PUR-1639 On-call Stormwater
Maintenance
Hagerstown, MD 21740**

Est ID: EST4204699

Date: Aug-27-2025

Email: jsauger@washco-md.net

Phone: (240) 313-2611

563 - W09 - Sinkhole Repairs - Maugans Ave

\$6,599.80

Scope of Work:

- Excavate existing sinkholes
- Fill with clay & #2 stone to stabilize

16 Hours	Mini Excavator w/ Operator	\$128.75	\$2060.00
16 Hours	Skid Loader w/ Operator	\$128.75	\$2060.00
32 Hours	Laborer	\$46.35	\$1483.20
10 Ton	No. 2 Stone	\$77.25	\$772.50
1 CY	Clay	\$154.50	\$154.50
15 SY	Geotextile (Non-Woven)	\$4.64	\$69.60

563 - W09 - Sinkhole Repairs - Towne Oak Village

\$1,637.80

Scope of Work:

- Excavate existing sinkholes
- Fill holes with #2 stone, clay and topsoil to match existing grade
- Stabilize disturbed areas with seed & straw

4 Hours	Mini Excavator w/ Operator	\$128.75	\$515.00
4 Hours	Skid Loader w/ Operator	\$128.75	\$515.00

8 Hours	Laborer	\$46.35	\$370.80
1 Ton	No. 2 Stone	\$77.25	\$77.25
0.5 CY	Clay	\$154.50	\$77.25
1 CY	Select Backfill	\$72.10	\$72.10
20 SY	Permanent Stabilization: Seed	\$0.52	\$10.40

563 - W09 - Sinkhole Repairs - St. James Village North (Front Pond) \$2,013.70

Scope of Work:

- Excavate existing sinkholes
- Fill sinkholes to existing grade with clay & topsoil
- Stabilize disturbed areas with seed & straw

4 Hours	Mini Excavator w/ Operator	\$128.75	\$515.00
4 Hours	Skid Loader w/ Operator	\$128.75	\$515.00
8 Hours	Laborer	\$46.35	\$370.80
20 SY	Topsoil 3"	\$6.95	\$139.00
3 CY	Clay	\$154.50	\$463.50
20 SY	Permanent Stabilization: Seed	\$0.52	\$10.40

563 - W09 - Sinkhole Repairs - St. James Village North (Back Pond) \$2,773.45

Scope of Work:

- Excavate existing sinkhole
- Fill sinkhole with Class III rip rap, #2 stone, clay and topsoil to existing grade
- Stabilize disturbed areas with seed & straw

4 Hours	Mini Excavator w/ Operator	\$128.75	\$515.00
4 Hours	Skid Loader w/ Operator	\$128.75	\$515.00
16 Hours	Laborer	\$46.35	\$741.60
10 Ton	No. 2 Stone	\$77.25	\$772.50
0.5 CY	Clay	\$154.50	\$77.25
1 CY	Select Backfill	\$72.10	\$72.10
15 SY	Geotextile (Non-woven)	\$4.64	\$69.60
20 SY	Permanent Stabilization: Seed	\$0.52	\$10.40

563 - W09 - Sinkhole Repairs - North Village \$37,033.50

Scope of Work:

- Stabilize intermediate berm with Class II and Class III rip rap
- Excavate two sinkholes
- Install inverted stone filter
- Stabilize inlets with Class II and Class III rip rap
- Repair existing chain link fence where damaged - not to exceed 50 LF
- Stabilize pond outlet with fabric and rip rap

40 Hours	Mini Excavator w/ Operator	\$128.75	\$5150.00
40 Hours	Skid Loader w/ Operator	\$128.75	\$5150.00
40 Hours	Site Superintendent	\$92.70	\$3708.00
80 Hours	Laborer	\$46.35	\$3708.00
20 Ton	Class I Rip Rap	\$103.00	\$2060.00
40 Ton	Class II Rip Rap	\$128.75	\$5150.00
40 Ton	Class III Rip Rap	\$128.75	\$5150.00
20 Ton	No. 2 Stone	\$77.25	\$1545.00
10 Ton	No. 57 Stone	\$77.25	\$772.50
500 SY	Geotextile (Non-woven)	\$4.64	\$2320.00
500 SY	Permanent Stabilization: Seed	\$0.52	\$260.00
50 LF	4' Chain Link Fence & Posts	\$41.20	\$2060.00

563 - W09 - Sinkhole Repairs - North Village - Part 2

\$1,535.20

Labor to install new gates. Material to be provided by client.

8 Hours	Site Superintendent	\$92.70	\$741.60
16 Hours	Laborer	\$46.35	\$741.60
100 SY	Permanent Stabilization: Seed	\$0.52	\$52.00

563 - W09 - Sinkhole Repairs - Fieldstone Acres, Basin 1

\$7,027.80

Scope of Work:

- Excavate existing sinkhole (two connected sinkholes)
- Refill hole to existing grade with rip rap, #2 stone and topsoil
- Stabilize disturbed areas with seed & straw

16 Hours	Mini Excavator w/ Operator	\$128.75	\$2060.00
16 Hours	Skid Loader w/ Operator	\$128.75	\$2060.00

32 Hours	Laborer	\$46.35	\$1483.20
1 CY	Select Backfill	\$72.10	\$72.10
4 Ton	Class II Rip Rap	\$128.75	\$515.00
4 Ton	Class III Rip Rap	\$128.75	\$515.00
1 Ton	No. 2 Stone	\$77.25	\$77.25
1 Ton	No. 57 Stone	\$77.25	\$77.25
25 SY	Geotextile (Non-woven)	\$4.64	\$116.00
100 SY	Permanent Stabilization: Seed	\$0.52	\$52.00

563 - W09 - Sinkhole Repairs - Confederate Hills, JEB Stuart Ct.	\$2,215.00
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Scope of Work:

- Excavate existing sinkhole
- Refill hole to existing grade with #2 stone, clay and topsoil
- Stabilize disturbed areas with seed & straw

4 Hours	Mini Excavator w/ Operator	\$128.75	\$515.00
4 Hours	Skid Loader w/ Operator	\$128.75	\$515.00
8 Hours	Laborer	\$46.35	\$370.80
4 Ton	No. 2 Stone	\$77.25	\$309.00
2 CY	Select Backfill	\$72.10	\$144.20
2 CY	Clay	\$154.50	\$309.00
100 SY	Permanent Stabilization: Seed	\$0.52	\$52.00

563 - W09 - Sinkhole Repairs - Black Rock Estates - Section A, Pond 1	\$1,602.15
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Scope of Work:

- Excavate existing sinkholes
- Refill holes with #2 stone, clay & topsoil
- Fill groundhog hole at top of outflow pipe
- Stabilize disturbed areas with seed & straw

4 Hours	Mini Excavator w/ Operator	\$128.75	\$515.00
4 Hours	Skid Loader w/ Operator	\$128.75	\$515.00
8 Hours	Laborer	\$46.35	\$370.80
1 Ton	No. 2 Stone	\$77.25	\$77.25

1 CY	Select Backfill	\$72.10	\$72.10
100 SY	Permanent Stabilization: Seed	\$0.52	\$52.00

563 - W09 - Paradise Church Rd.

\$3,345.55

Scope of Work:

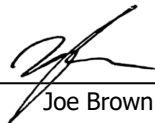
- Excavate existing sinkhole
- Refill hole to existing grade with #2 stone and topsoil
- Stabilize disturbed areas with seed & straw

8 Hours	Mini Excavator w/ Operator	\$128.75	\$1030.00
8 Hours	Skid Loader w/ Operator	\$128.75	\$1030.00
16 Hours	Laborer	\$46.35	\$741.60
3 Ton	No. 2 Stone	\$77.25	\$231.75
25 SY	Geotextile (Non-woven)	\$4.64	\$116.00
2 CY	Select Backfill	\$72.10	\$144.20
100 SY	Permanent Stabilization: Seed	\$0.52	\$52.00

Estimate Total

\$65,783.95

Contractor:



Joe Brown

Client:

Signature Date:

08/27/2025

Signature Date:



STORMWATER AND WATERSHED SERVICES

Date: 07/22/25

Structure Name: Maugans Avenue & PA Avenue Reconstruction (BMPID WA07BMP000665)

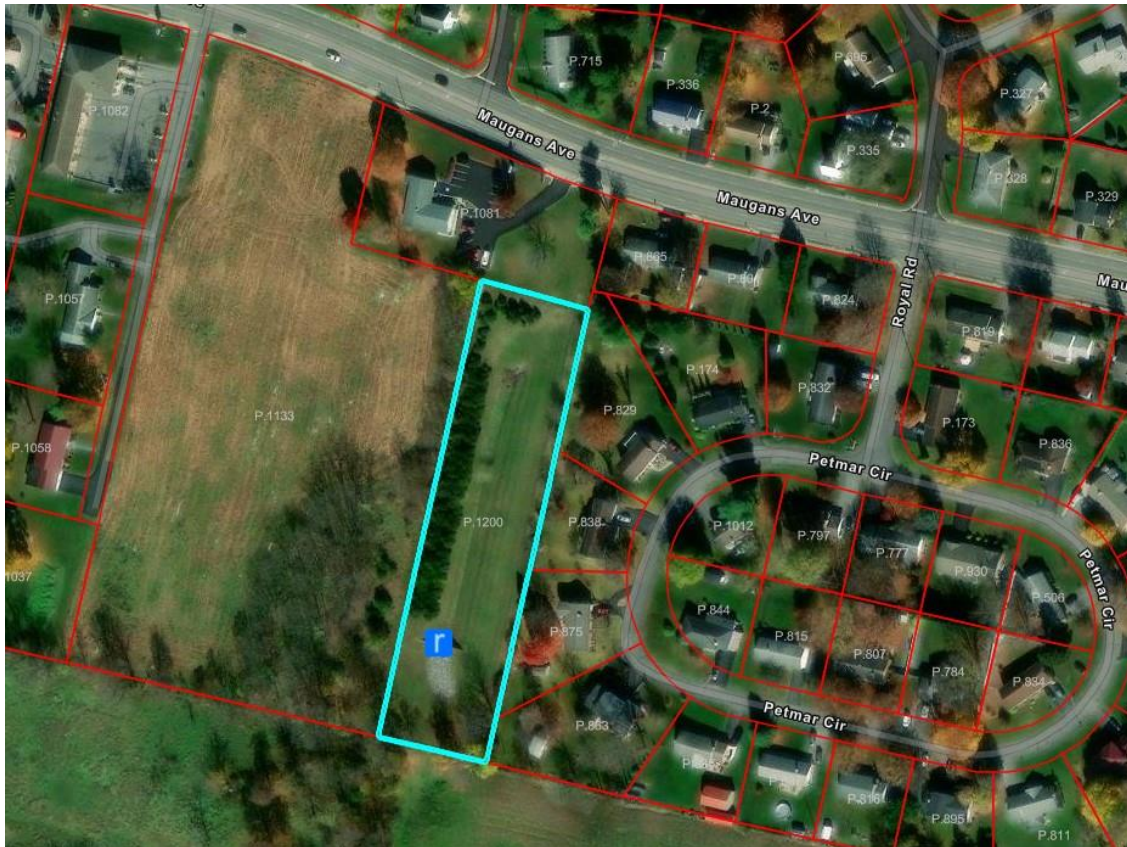
Location: 18537 Maugans Ave, Hagerstown, MD 21742

Stormwater Maintenance Project

Corrective Actions:

1. Repair 2 sinkholes.

Pictures:





Sinkhole 1



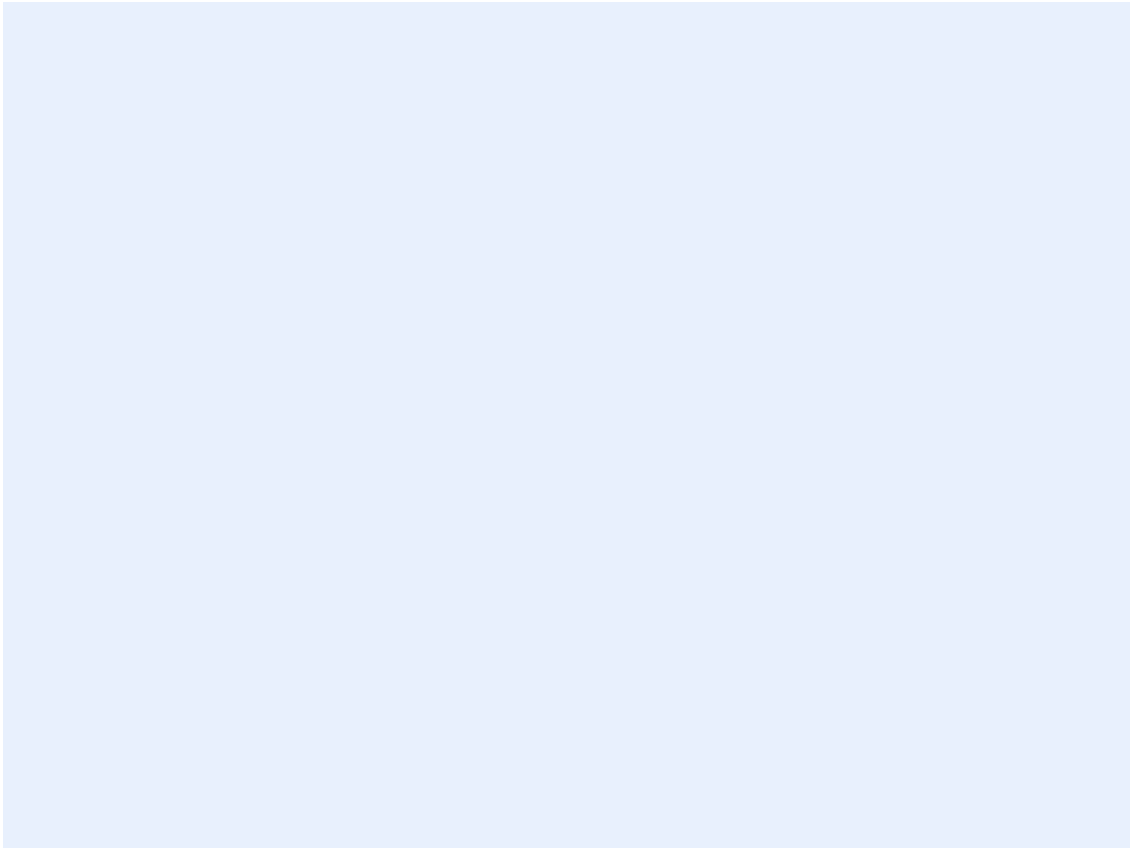
Sinkhole 1



Sinkhole 2



Sinkhole 2



Daniel Speck
Stormwater Inspector
16232 Elliott Parkway
Williamsport, MD 21795-4083
P: 240-313-2634
E: dspeck@washco-md.net



STORMWATER AND WATERSHED SERVICES

Date: 07/21/25

Structure Name: Towne Oak Village (WA94BMP002008)

Location: 17906 Sand Wedge Dr, Hagerstown, MD 21740

Stormwater Maintenance Project

Corrective Actions:

1. Repair sinkhole.

Pictures:





Sinkhole



Sinkhole



STORMWATER AND WATERSHED SERVICES

Date: 07/22/25

Structure Name: St. James Village North (BMPID WA95BMP000049)

Location: 18247-18301 College Rd, Hagerstown, MD 21740

Stormwater Maintenance Project

Corrective Actions:

1. Repair 2 sinkhole depressions.

Pictures:





2 sinkholes



STORMWATER AND WATERSHED SERVICES

Date: 07/21/25

Structure Name: St. James Village North (back pond) (BMPID WA98BMP000363)

Location: 18117-18173 Lyles Dr, Hagerstown, MD 21740

Stormwater Maintenance Project

Corrective Actions:

1. Repair sinkhole.

Pictures:





Sinkhole



Sinkhole



STORMWATER AND WATERSHED SERVICES

Date: 07/21/25

Structure Name: North Village, Section 2 (WA03BMP000468)

Location: 13572 Cambridge Dr, Hagerstown, MD 21742

Stormwater Maintenance Project

Corrective Actions:

1. Repair 2 sinkholes.
2. Repair eroded channel.
3. Armor intermediate berm spillway with additional class 2 riprap.
4. Repair damaged fence section.

Pictures:





Sinkhole



Sinkhole



Eroded channel end



Eroded channel end



Intermediate berm spillway



Damaged fence



STORMWATER AND WATERSHED SERVICES

Date: 07/21/25

Structure Name: Fieldstone Acres, Basin 1 (WA01BMP000335)

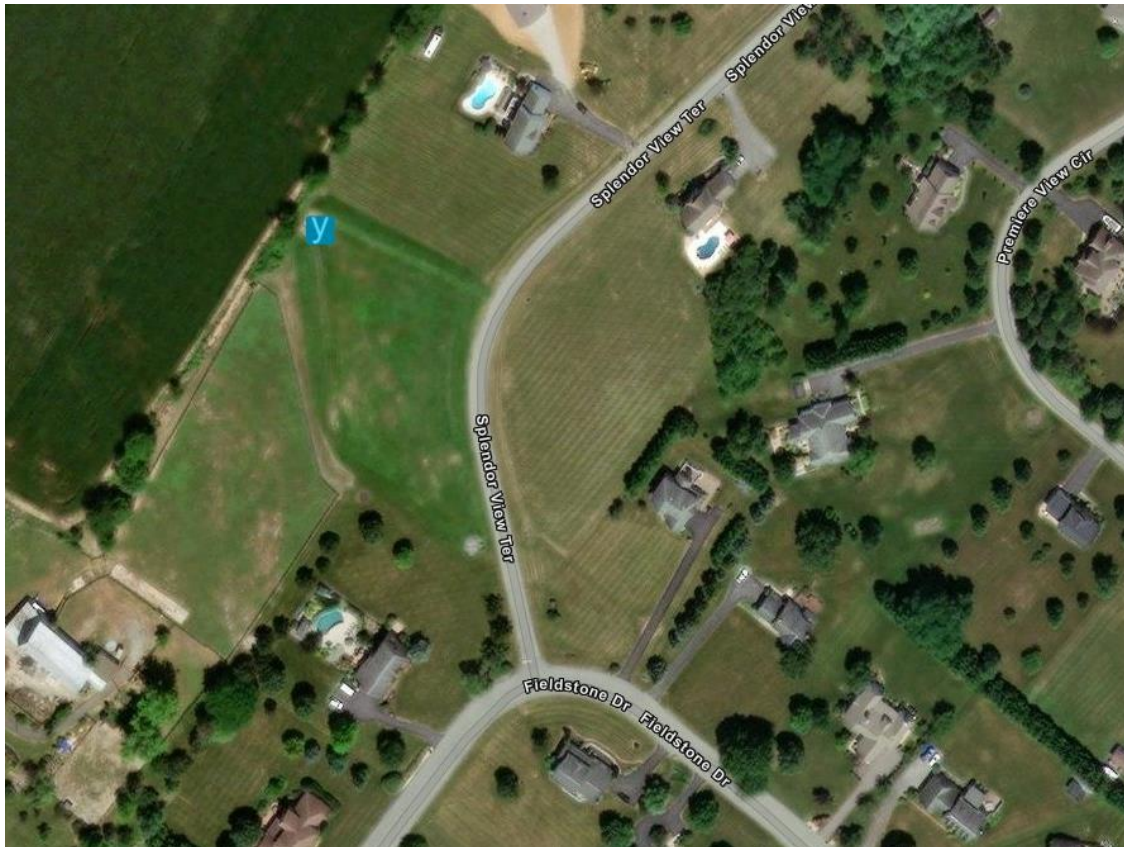
Location: 20307-20399 Splendor View Terrace, Hagerstown, MD 21740

Stormwater Maintenance Project

Corrective Actions:

1. Repair 2 sinkholes.

Pictures:





Sinkhole



Sinkhole



STORMWATER AND WATERSHED SERVICES

Date: 07/22/25

Structure Name: Confederate Hills - J.E.B. Stuart Ct (BMPID WA82BMP000153)

Location: 5101-5189 General Stuart Ct, Sharpsburg, MD 21782

Stormwater Maintenance Project

Corrective Actions:

1. Repair sinkhole.

Pictures:





Sinkhole



Sinkhole



STORMWATER AND WATERSHED SERVICES

Date: 07/21/25

Structure Name: Black Rock Estates - Section A, Pond 1 (BMPID WA91BMP000230)

Location: 11011-11019 Sani Ln, Hagerstown, MD 21742

Stormwater Maintenance Project

Corrective Actions:

1. Repair sinkhole.
2. Fill rodent hole on top of outlet structure barrel.

Pictures:





Sinkhole



Sinkhole



STORMWATER AND WATERSHED SERVICES

Date: 08/04/25

Structure Name: Fountainhead North Detention Structure (Dry Pond) (BMPID WA88BMP000155)

Location: 13528-13510 Paradise Church Rd, Hagerstown, MD 21742

Stormwater Maintenance Project

Corrective Actions:

1. Repair 1 sinkhole.

Pictures:







Agenda Report Form

Open Session Item

SUBJECT: Governor's Office for Children Enough Capacity Grant

PRESENTATION DATE: September 23rd , 2025

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

RECOMMENDED MOTION: Move to approve the application for and acceptance of funds of the FY26 ENOUGH Capacity Building proposal to the Governor's Office for Children requesting \$74,581 and accept funding as awarded.

REPORT-IN-BRIEF: The Washington County Office of Grant Management, on behalf of and at the direction of the Local Management Board, requests approval to submit a Capacity Building Grant Proposal to the Governor's Office for Children, for fiscal year 2026 in response to their Notice of Funding Availability through the ENOUGH Act. The proposal requests funding for partner organizations to provide assistance in capacity building towards eliminating child poverty in designated communities in Washington County as well as support for County administrative expenses.

DISCUSSION: The ENOUGH Act is a grant program administered by the Maryland Governor's Office for Children to end Child Poverty by Engaging Neighborhoods, Organizations, Unions, Governments and Households. The (ENOUGH) Initiative is a state-led, place-based investment strategy designed to create poverty-fighting opportunities driven by communities, data and cross-sector partnerships. Included in the ENOUGH Act is the Capacity Building Grant that provides funding for Local Management Boards to assist combat child poverty in census tracts that have a 30% child poverty rate and served by a school with a 75% child poverty rate.

FISCAL IMPACT: There is no fiscal impact to Washington County.

CONCURRENCES: The Local Management Board approved the submission of the proposal and recommends the acceptance of this award.

ALTERNATIVES: Deny approval of application submission and award of funds.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: FY26 MIEMSS Cardiac Device Grant– Approval to Submit Application and Accept Awarded Funding

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: David Chisholm, Deputy Director-Operations, Division of Emergency Services and Richard Lesh, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the FY26 Cardiac Device Grant application through the Maryland Institute for Emergency Medical Services Systems (MIEMSS) in the amount of \$29,000 and accept awarded funding.

REPORT-IN-BRIEF: The Maryland Institute for Emergency Medical Services Systems (MIEMSS) makes available to the EMS community the opportunities for funding for equipment, training and EMS related programs. This special grant program provides funds to get AED's, monitors defibrillators and upgrades to equipment. Cardiac monitors/defibrillators are utilized to assist in the assessment of cardiac patients and the delivery of critical, lifesaving interventions such as defibrillation, cardioversion and pacing of patients suffering from life threatening cardiac events.

DISCUSSION: This grant will allow the Division of Emergency Services to purchase the most current version of the LifePak cardiac monitor/defibrillator and will begin the replacement of the outdated LP 15 devices. According to the Notice of Funding Opportunity (NOFO) Awardees must fund at least 50% of the total cost of the awarded cardiac devices. The total cost of the devices will be \$58,000 and the \$29,000 matching funds will be paid from the Division of Emergency Services Machinery and Equipment account in their operating budget. The Office of Grant Management has reviewed the grant funding guidelines. Other than the dollar-for-dollar match requirement, there are no unusual conditions associated with this funding request.

FISCAL IMPACT: Provides \$29,000.00 for the Division of Emergency Services. The match (\$29,000.00) associated with this grant will be covered by the Emergency Services operating FY26 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



Agenda Report Form

Open Session Item

SUBJECT: Black Rock Golf Course Training Center – Naming Rights

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Andrew Eshleman, Director of Public Works; Jaime Dick, Deputy Director of Parks and Recreation

RECOMMENDED MOTION: For Consensus and Informational Purposes

REPORT-IN-BRIEF: The Washington County Public Golf Corporation, also known as the Black Rock Golf Board, is a 501(c)(3) non-profit organization. The Board is preparing a capital fundraising campaign to construct a new Training Center at Black Rock Golf Course without County funds. The Training Center will upgrade the existing driving range and include covered and open driving bays, a short-game practice area, and synthetic-grass putting and chipping greens. These improvements will provide year-round opportunities for community organizations, student athletes, and golfers of all ages to develop and refine their skills.

To manage donations, the Golf Board has established an account with the Community Foundation of Washington County, MD. The Foundation will receive contributions, handle accounting, and issue donor acknowledgment letters and IRS reporting. The Board intends to use its John Howard Trust funds as a base for the capital campaign and, once construction is complete, transition the Community Foundation account into an investment account to support future facility upgrades and golf education programs.

DISCUSSION: To help finance the project, the Golf Board seeks to solicit naming rights for the Training Center. These naming rights would apply solely to the Training Center, not the golf course or clubhouse and are anticipated to include a fixed name sign on the covered structure. (For reference, the course currently offers \$1,000 hole sponsorships.) Proceeds from naming rights would be paid to the Golf Board to support Training Center construction, maintenance, upgrades, and related golf training programs.

Black Rock Golf Course serves as the practice and competition venue for Washington County Public Schools and hosts Parks and Recreation clinics. More than 40 tournaments are held annually. The Training Center is expected to become a central gathering space for these events, particularly as the existing clubhouse restaurant is often too small to accommodate larger groups.

The per year amount and actual awards will depend on offers received. Naming rights must be approved by the Board of County Commissioners to ensure consistency with the County's image and values.

One-time capital donors over a defined contribution threshold are anticipated to be recognized on a sign. A similar process was used for the Public Safety Training Center, and that existing agreement could be adapted for this project.

FISCAL IMPACT: Unknown annually to support the construction and operation of a Golf Course Training Center

CONCURRENCES: Washington County Public Golf Corporation

ALTERNATIVES: Do not offer naming rights, only capital contributions

ATTACHMENTS: Training Center Board, draft brochure. Sample PSTC Gift Agreement

AUDIO/VISUAL NEEDS: None

LEAVE YOUR LEGACY



Black Rock Golf Training Center

Sponsorship Opportunities

Sponsored by the Washington County Public Golf Corporation – a 501(c)(3) Charitable Organization

The Washington County Public Golf Corporation is proud to sponsor the development of a new Golf Training Center at the Black Rock Golf Course – 20025 Mt. Aetna Road, Hagerstown, MD.

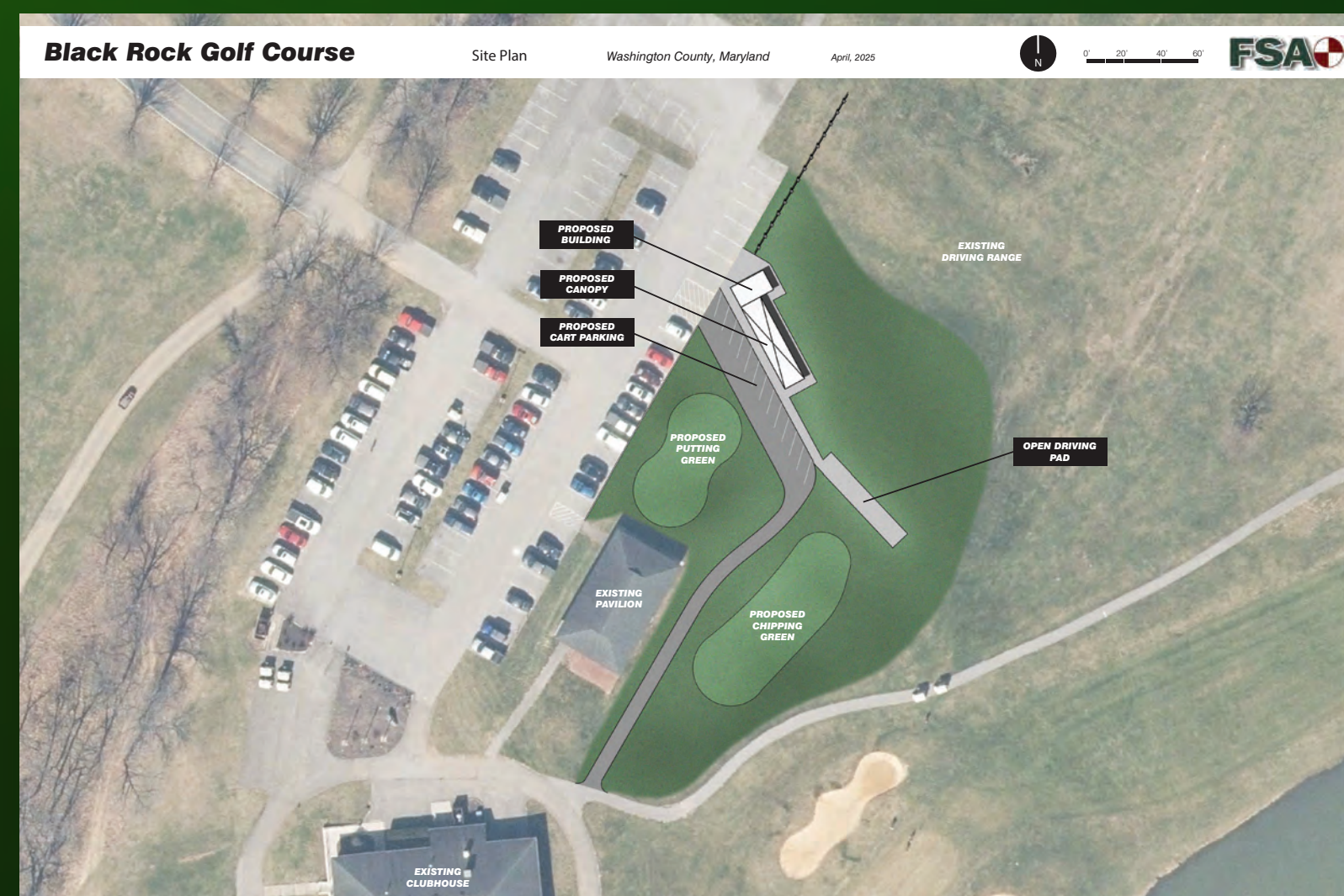
This state-of-the-art facility will feature:

- Covered & Open Driving Bays
- Short Game Area
- Synthetic Grass Putting & Chipping Greens

The Training Center will provide year-round opportunities for community organizations, student athletes, and golfers of all ages to develop and sharpen their skills.

Your sponsorship is an opportunity to leave a lasting legacy that supports golf skill development for current and future generations at the Black Rock Golf Course.

Thank you for investing in golf programming and development in our community.



To make a donation, scan the QR code or visit: www.cfwcmd.org

Black Rock Golf Training Center

Sponsorship Levels

Hole in One Sponsor -
Facility Naming Rights
\$5,000+/yr

Eagle Sponsor -
Platinum Level -
Name displayed on signage
\$1,000+

Birdie Sponsor -
Gold Level -
Name displayed on signage
\$500+

Par Sponsor -
Silver Level
\$250+

Caddie Sponsor -
Bronze Level
\$10+



The Black Rock Golf Training Center will be comprised of a revised driving range and putting green:

The new covered driving range will provide year-round access for swing practice with minimal impacts from inclement weather.

The putting green, constructed with artificial turf, will allow golfers to refine their pre-shot routines and green reading skills in a controlled setting.

Donation Information

Please make your check payable to the "Washington County Public Golf Corporation" and deliver to:

Black Rock Golf Course, ATTN: Black Rock Training Center Donation,
20025 Mt. Aetna Rd., Hagerstown,
MD 21742

You can also scan the QR code to donate!



Sponsored by the Washington County Public Golf Corporation – a 501(c)(3) Charitable Organization

The Washington County Public Golf Corporation is proud to sponsor the development of a new Golf Training Center at the Black Rock Golf Course – 20025 Mt. Aetna Road, Hagerstown, MD. This state-of-the-art facility will feature:

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The Training Center will provide year-round opportunities for community organizations, student athletes, and golfers of all ages to develop and sharpen their skills. Your sponsorship is an opportunity to leave a lasting legacy that supports golf skill development for current and future generations at the Black Rock Golf Course. Thank you for investing in golf programming and development in our community.



EST. 1989
BLACK
GOLF COURSE **ROCK**

Gift Agreement—Prominent Naming Rights

The Board of County Commissioners of Washington County, Maryland, having an address of 100 West Washington Street, Suite 1101, Hagerstown, MD 21740 (*Board*), and having an address of _____ (*Donor*), enter into this Gift Agreement—Prominent Naming Rights (*Agreement*), effective as of _____, 20____ (*Effective Date*), for the exclusive use and benefit of the Public Safety Training Center (*PSTC*). The Board and Donor are sometimes referred to as the Parties.

RECITALS

Donor wishes to make a monetary gift to the Board for the use and benefit of the PSTC as set forth in this Agreement.

The Board desires to accept such monetary gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

Based upon the above Recitals, and in consideration of the mutual promises and benefits hereunder, the Parties agree as follows:

1. **Gift.** Donor pledges to the Board, for the use and benefit of the PSTC, a monetary gift in the amount of _____ (\$_____) (*Gift*).
2. **Payment of the Gift.** The Gift is an irrevocable pledge that Donor will pay to the Board over a period of _____ (____) years. Payments in support of the Gift will begin prior to the opening of the PSTC with an initial payment of \$_____ and will continue annually thereafter on the anniversary of the Effective Date according to the following schedule.

Amount of Payment by Donor

Due Date

\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__

Donor may accelerate the payment of any or all of the Gift at any time in Donor's discretion so long as the cumulative total of all payments meets the foregoing schedule. Payments shall be paid by Donor to the Board via check, electronic funds transfer, or other cash-based methods acceptable to Donor and the Board.

3. **Use of the Gift.** The Gift shall be used exclusively for the construction and buildout costs associated with the PSTC.
4. **Acknowledgment.** As an expression of appreciation for the Gift, the Board will acknowledge the Gift by assigning the following name to the PSTC room/area currently identified as the _____:
"_____" (*Naming*).

Before signage of the Naming is erected, Donor shall demonstrate reasonable and timely pledge payments through execution of the first payment due under the terms of this Agreement prior to the opening of the PSTC. After the Naming is affixed, Donor will continue payments in accordance with the foregoing schedule. Subject to the terms of this Agreement, the Naming will last for the useful life of the PSTC except as otherwise may be agreed to by the Parties, subject to the termination and other applicable provisions of this Agreement. All rooms/areas of the PSTC will follow the requirements contained in this Agreement before naming rights by any individual, business, or group are granted. The Board reserves the right to name any portion of the PSTC, at its sole discretion, without the consideration of compensation in doing so.

5. **Signage.** The Board will design and provide, at its expense, adequate signage for the Naming.
6. **Termination of Naming.** In addition to any rights and remedies available at law, the Board may, in its sole discretion, immediately and without notice, terminate this Agreement and all rights and benefits of Donor hereunder, including the Naming, upon the occurrence of any one or more of the following:
- a. Donor's default in payment of the Gift as provided in this Agreement;
 - b. The Board's transfer or conveyance of ownership of the PSTC;
 - c. The PSTC's closure.
 - d. The Board's determination, in its sole discretion, that circumstances have changed such that the Naming chosen by Donor will adversely impact the public interest, reputation, image, mission, and/or integrity of the Board and/or the PSTC;
 - e. The Board's determination, in its sole discretion, that termination of this Agreement is in the best interests of the County.

Upon termination of this Agreement, the Board shall promptly remove the Naming signage, shall have no further obligation or liability to Donor, and shall not be required to return any portion of the Gift already paid. The Board may, however, in its sole and discretion, determine an alternative recognition for the portion of the Gift already received from Donor, although the Board is under no obligation to do so.

7. **Modification of Naming.** Any modification of the Naming established under this Agreement shall be mutually agreed upon in writing by the Parties.
8. **Publicity.** For purposes of publicizing the Gift and the Naming, the Board will have the right, at the Board's expense and without charge or demand for payment therefor from Donor, to photograph Donor and to use the names, likenesses, and images of Donor in photographic, audiovisual, digital, or any other form of medium (*Media Materials*), and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, in whole or in part, including, without limitation, in brochures, website postings, informational and marketing materials, and reports and publications describing the Board's development and business activities. Donor agrees to cooperate with the Board's agents to facilitate the Board's acquisition of such Media Materials.
9. **Notice.** Notice under this Agreement shall be directed to the Parties' respective addresses set forth at the beginning of this Agreement. Notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three (3) days after being deposited in the U. S. Mail, registered or certified, postage prepaid, and addressed as provided above. The Parties shall promptly inform each other of any address change affecting this notice provision.
10. **Assignment.** This Agreement may not be assigned by Donor.
11. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
12. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Subject to the sovereign immunity of the State of Maryland, any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Washington County, Maryland. The Parties waive any objections they might raise to such venue and any rights they may have to claim that such venue is inconvenient.
13. **Board Approval.** This Agreement and the recognition and the Naming provided for herein are subject to approval by the Board. This Agreement will not be effective unless and until approved by the Board.

DONOR:

BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND:

By: _____
Signature of Individual Donor or Agent
on Behalf of Entity Donor

By: _____
John F. Barr, President

Printed Name of Individual Donor or Agent
on Behalf of Entity Donor

Date Signed: _____

If Entity Donor, Title of Agent

Date Signed: _____

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

Kirk C. Downey
County Attorney



Open Session Item

SUBJECT: Senior Network Engineer Hiring Recommendation

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Chip Rose, Director, Human Resources, Joshua O’Neal – Chief

Technical Officer/IST Division, and Director David Elliott – Director of IT.

RECOMMENDATION: Staff requests approval to offer Charles Cousins position #1903, Senior Network Engineer at Grade 16 / Step 21 - \$131,352.

REPORT-IN-BRIEF: The IT Department had 46 total applicants; we interviewed the top 6. The interview panel included Josh O’Neal, Dave Elliott, and Dominick Turano.

DISCUSSION: The top two candidates both scored closely during the interview process, however Charles has been identified as the better fit for the team and long-term prospect for the County. In addition to scoring higher, overall, Charles showed greater growth potential, adaptability, and leadership readiness. His collaborative communication style will mesh with the current staff, and he indicated a willingness to spend time at non-standard hours to ensure projects are completed in a timely manner. Charles will fill gaps and provide the County with more complete IT staffing coverage.

FISCAL IMPACT: TBD

CONCURRENCES:

ALTERNATIVES:

ATTACHMENTS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Washington County Ethics Commission Reappointments

PRESENTATION DATE: September 23, 2025

PRESENTATION BY: Zachary J. Kieffer, County Attorney

RECOMMENDATION: Move to reappoint Karen Federman-Henry to a 3-year term and reappoint Alan Levin to a 3-year term as Commission chair.

REPORT-IN-BRIEF: Ms. Federman-Henry and Mr. Levin's terms expired this year and they have each expressed their willingness to continue serve on the Ethics Commission.

DISCUSSION: Both Karen and Alan are valuable members of the Ethics Commission. They are thorough and thoughtful, contributing greatly to the discussions, deliberations and final written decisions. The Ethics Commission, along with the County Attorney recommends the reappointment of Karen Federman-Henry and Alan Levin.

FISCAL IMPACT: This is not a paid board.

CONCURRENCES: Ethics Commission

ALTERNATIVES: Decline to reappoint either. Advertise for new applicants.

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: None



Agenda Report Form

Open Session Item

SUBJECT: Presentation of 2025-2026 Farm of the Year Award

PRESENTATION DATE: Tuesday, September 23, 2025

PRESENTATION BY: Kelsey Keadle, Business Specialist, Agriculture, Department of Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: The Farm of the Year Award is designed to recognize outstanding agricultural achievement in proficiency of production, agricultural and community organization involvement, conservation and preservation practices, and technological advances. It is hoped that this award will enhance awareness for excellence in agriculture for Washington County, as well as create an improved awareness and understanding of the problems faced by today's family farm businesses.

DISCUSSION: The 2025-2026 Farm of the year is being honored for its exemplary commitment to sustainable agriculture. The farm stands out for its innovative practices that prioritize production, conservation & preservation, and community involvement. The farm is evident in their transformation of traditional methods into modern approaches that enhance efficiency and promote animal welfare. This recognition highlights their significant contributions to both the agricultural community and environmental stewardship within Washington County, MD.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes, PR presence is requested to take photos of the Farm of the Year winner with BOCC and plaques.