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BOARD OF COUNTY COMMISSIONERS
June 30, 2020
OPEN SESSION AGENDA

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

- 10:00 AM** **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
CALL TO ORDER, *President Jeffrey A. Cline*
- 10:05 AM** **APPROVAL OF MINUTES:** *June 2, 2020 and June 9, 2020*
- 10:10 AM** **COMMISSIONERS' REPORTS AND COMMENTS**
- 10:20 AM** **STAFF COMMENTS**
- 10:30 AM** **BID AWARD (PUR1471) HEATING, VENTING, AIR CONDITIONING, AND AUTOMATIC TEMPERATURE CONTROLS MAINTENANCE SERVICES AT COUNTY FACILITIES** – *Brandi Naugle, Buyer, Purchasing; Danny Hixon, Deputy Director, Parks & Facilities*
- 10:35 AM** **BROWNFIELD REVITALIZATION INCENTIVE PROGRAM** – *Susan Small, Director, Business Development*
- 10:40 AM** **AGRICULTURAL PRESERVATION EASEMENT RANKINGS FY2021** - *Chris Boggs, Land Preservation Planner, Planning & Zoning*
- 10:45 AM** **APPLICATION FOR ZONING MAP AMENDMENT RZ-19-007** – *Travis Allen, Comprehensive Planner, Planning & Zoning*
- 10:50 AM** **CONTRACT AWARD (PUR1470) INTERVENTION AND CASE MANAGEMENT FOR YOUTH OF INCARCERATED PARENTS IN WASHINGTON COUNTY** – *Rick Curry, Director, Purchasing; Allison Hartshorn, Grant Manager, Office of Grant Management*
- 10:55 AM** **CONTRACT AWARD (PUR1465) INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES** – *Rick Curry, Director, Purchasing; Tracy McCammon, Rick Management Coordinator, Human Resources*
- 11:00 AM** **INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-20-0034) FOUR DUMP TRUCKS** – *Rick Curry, Director, Purchasing; Jack Reynard, Fleet Manager; Zane Rowe, Deputy Director, Highway Department*
- 11:05 AM** **FORT RITCHIE CONTRACT EXTENSION** – *Kirk Downey, County Attorney*
- 11:25 AM** **ADJOURNMENT**



Agenda Report Form

Open Session Item

SUBJECT: Bid Award (PUR-1471) Heating, Venting, Air Conditioning and Automatic Temperature Controls Maintenance Services (HVAC/ATC) Services at County Facilities

PRESENTATION DATE: June 30, 2020

PRESENTATION BY: Brandi Naugle, CPPB, Buyer – Purchasing Department and Danny Hixon, Deputy Director Public Works, Parks and Facilities

RECOMMENDED MOTION: Move to award the Heating, Venting, Air Conditioning and Automatic Temperature Controls Maintenance Services (HVAC/ATC) contract to the responsive, responsible bidder Mick's Plumbing & Heating, of Thurmont, MD based on the Total Base Bid of \$306,000.00 based on the hourly rates/formula contained in its bid dated May 29, 2020. The *Total Base Bid* formula included in the bid document for determining the low bidder was as follows:

1,800 Hours x \$_____ (Regular HVAC Technician Labor Rate) Plus 1200 Hours x \$_____ (Regular Helper Labor Rate) = *Total Base Bid*

The County sets the percentage markup for repair parts and materials billed at cost plus a percentage at fifteen (15%) percent.

REPORT-IN-BRIEF: On May 28, 2020 a request to renew the contract was submitted by Mick's Plumbing and Heating for the existing Heating, Venting, Air Conditioning and Automatic Temperature Controls Maintenance (HVAC/ATC) Services contract at County Facilities. The request was considered to be excessive and was brought before the Board for rejection, which the Board did rejected the request and granted approval to rebid the services for new pricing.

On June 3, 2020 the County accepted bids for the Heating, Venting, Air Conditioning and Automatic Temperature Controls Maintenance (HVAC/ATC) Services at County Facilities. The Bid notice was advertised in the local newspaper, listed on the State of Maryland's "eMarylandMarketPlace" and on the County's website. Twenty-Eight (28) persons/companies registered/downloaded the bid document online. Three (3) bid were received. The contract is a one (1) year contract that is to tentatively commence July 1, 2020 and end June 30, 2021, with an option by the County to renew for up to four (4) additional consecutive one (1) year periods.

The work to be performed under this contract shall consist of performing quarterly inspections, furnishing all materials, labor, supervision, tools, equipment, permits and insurance necessary to service, all controls and equipment for the heating, ventilating and air conditioning systems for the County office buildings and various locations. The Washington County Health Department and Washington County Free Library are included in this contract.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in various departmental budget line item accounts for these services.

CONCURRENCES: Division Director of Public Works

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix

PUR-1471**Maintenance Services for Heating, Ventilating, Air Conditioning and Automatic Temperature Controls**

	Affordable Heating & Air Conditioning, LLC Hancock, MD	Mick's Plumbing & Heating, Inc. Thurmont, MD	Miler & Anderson, Inc. Clear Brook, VA
HOURLY RATES			
Regular Working Hours - Routine			
*HVAC Technician (Hourly Rate)	\$130.00	\$110.00	\$126.00
**Helper (Hourly Rate)	\$40.00	\$90.00	\$94.00
Evenings and Saturdays - Emergency			
HVAC Technician (Hourly Rate)	\$160.00	\$165.00	\$189.00
Helper (Hourly Rate)	\$50.00	\$135.00	\$141.00
Sundays and Holidays - Emergency			
HVAC Technician (Hourly Rate)	\$185.00	\$165.00	\$252.00
Helper (Hourly Rate)	\$60.00	\$135.00	\$188.00
Consulting & Design Services (Hourly Rate)	\$200.00	\$125.00	\$150.00
TOTAL BASE BID FORMULA - 1,800 Hours x Hourly *Regular HVAC Technician Labor Rate	\$234,000.00	\$198,000.00	\$226,800.00
Plus 1,200 Hours x Hourly ** Regular Helper Labor Rate	\$48,000.00	\$108,000.00	\$128,800.00
TOTAL BASE BID	\$282,000.00	\$306,000.00	\$339,600.00

*Bids Opened 6/03/2020***Remarks/Exceptions:**



Agenda Report Form

Open Session Item

SUBJECT: Brownfield Revitalization Incentive Program (BRIP)

PRESENTATION DATE: June 30, 2020

PRESENTATION BY: Susan Small, Director of Department of Business Development

RECOMMENDED MOTION: Move to adopt the “Brownfields Property Tax Credit Ordinance for Washington County, Maryland.”

REPORT-IN-BRIEF: It is recommended the Board adopt the attached ordinance providing for a tax relief incentive program in Washington County. The program will incentivize the economic revitalization of property requiring significant investment in order to prepare it for rehabilitation, properties designated by the State of Maryland as “Brownfield Sites.”

DISCUSSION: The Environmental Protection Agency (EPA) defines a brownfield as, “a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.”

Washington County, Maryland’s brownfields provide a unique opportunity for our community to meet economic development goals, environmental protection and sustainability goals, and help achieve our comprehensive plan visions and objectives. Washington County’s brownfields can be assets for revitalization, reinvestment, and redevelopment. There are approximately 21 active brownfield sites (as of July 2, 2018) located within Washington County, MD listed on the State of Maryland’s Brownfield Master Inventory.

- Eligible sites earn a 50% property tax credit on the increase (the difference between the pre-remediation and post-remediation tax assessments) of county and/or municipal real property tax.
- Brownfields located within an Enterprise Zone may receive the tax credit for up to 10 years, and properties outside these zones receive the credit for five years.

As of January 2019, jurisdictions that have enacted BRIP legislation include: Allegany, Anne Arundel, Baltimore, Cecil, Dorchester, Frederick, Howard, Montgomery, Prince George’s, Queen Anne’s, Somerset, and Worcester counties – and the following municipalities: Baltimore City, Colmar Manor, Cumberland, Frederick, Salisbury, and Taneytown.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: Do not adopt the ordinance.

ATTACHMENTS: Draft Ordinance ORD-2020

ORDINANCE NO. ORD-2020-

**AN ORDINANCE TO ENACT THE “BROWNFIELDS PROPERTY TAX CREDIT
ORDINANCE FOR WASHINGTON COUNTY, MARYLAND”**

RECITALS

Pursuant to Maryland Code, Tax-Property Article, § 9-229, the Board of County Commissioners of Washington County, Maryland (the *County*) has the authority to adopt a brownfields property tax credit ordinance that provides for the imposition of such a tax credit in Washington County and its municipalities.

The County Commissioners now wish to create a property tax credit against the increased property tax liability of a qualified Brownfields site.

A public hearing was held on _____, 20____, following due notice and advertisement of the text of the proposed Brownfields Property Tax Credit Ordinance (the *Ordinance*).

Public comment was received, reviewed, and considered concerning the aforesaid proposed Ordinance.

The County desires to ensure that the COVID-19 pandemic does not cause applicants for the Brownfields Property Tax Credit to fail to obtain timely credits that would have been obtained had the pandemic not occurred

Section 5 of the Ordinance will forestall any negative implications of the COVID-19 pandemic by facilitating favorable treatment of applications promptly filed following adoption of the Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the Brownfields Property Tax Credit Ordinance for Washington County, Maryland, attached hereto, is enacted as written.

Adopted this ____ day of _____, 20____.

Effective this ____ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
County Attorney

Mail to:
County Attorney's Office
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740-4735

BROWNFIELDS PROPERTY TAX CREDIT ORDINANCE
FOR WASHINGTON COUNTY, MARYLAND

Adopted _____, 2020
Effective _____, 2020

1. Establishment of tax credit.

1.01. In accordance with Maryland Code, Tax-Property Article, §9-229, as amended from time to time, there is a Brownfields Property Tax Credit imposed in Washington County.

2. Definitions.

2.01. The words and phrases used in this ordinance shall have their usual meaning, unless otherwise defined in this section.

2.02. *Enterprise Zone* means an area designated an enterprise zone under Section ____ of the Economic Development Article of the Annotated Code of Maryland.

2.03. *Increased Property Tax Liability* means the remaining property tax liability, after first applying all other property tax credits applicable to the site, attributable to the increase in the assessment of a qualified Brownfields site, including improvements added to the site within the tax credit period provided for in this section, over the assessment of the qualified Brownfields site before its voluntary cleanup or corrective action plan.

2.04. *Qualified Brownfields Site* has the meaning stated in Section 5-301 of the Economic Development Article of the Annotated Code of Maryland.

3. Calculation, Application, and Termination of Tax Credit.

3.01. *Tax Credit Imposed.* There is a Brownfields property tax credit of fifty percent (50%) against the increased property tax liability of a qualified Brownfields site.

3.02. *Additional Property Tax Credit.* A qualified Brownfields site shall receive an additional property tax credit of twenty percent (20%) against the increased property tax liability if:

(a) The cost of the voluntary cleanup or corrective action plan is more than \$1,000,000; or

(b) The qualified Brownfields site is located in an enterprise zone. However, in the event that an enterprise zone tax credit is already being applied against the county portion of the taxes for a property, the Brownfields tax credit will not apply to the county portion of the property taxes, but shall be applied against the state portion of the property taxes.

3.03. *Cost of Cleanup, Corrective Action.* The cost of the voluntary cleanup or corrective action plan shall be determined by the demonstrated costs incurred for the voluntary cleanup or corrective action plan at the time of the application for the property tax credits.

3.04. *Application and Duration of Credits.* Unless otherwise provided in this ordinance, an application for a tax credit under this section shall be filed in the first taxable year in which the property qualifies. The credits shall apply in each of the taxable years immediately following the first revaluation of the qualified Brownfields site after completion of a voluntary cleanup or corrective action plan for:

(a) five (5) taxable years; or

(b) If the qualified Brownfields site is in an enterprise zone, ten (10) taxable years.

3.05. *Maryland Economic Development Assistance Fund.* For each year of the credit period, the County shall contribute to the Maryland Economic Development Assistance Fund established under Section 5-313(8) of the Economic Development Article of the Annotated Code of Maryland an amount equal to thirty percent (30%) of a qualified Brownfields site's increased property tax liability.

3.06. *Termination.* The Brownfields property tax credit granted to a qualified Brownfields site under this section terminates if:

(a) The recipient of the Brownfields property tax credit withdraws from the voluntary cleanup program under § 7-512(a) or (b) of the Environment Article of the Annotated Code of Maryland; or

(b) The State Department of the Environment withdraws approval of a response action plan or a certificate of completion under § 7-512(e) and (f) of the Environment Article of the Annotated Code of Maryland.

4. Administration.

4.01. *Administration.* The Chief Finance Officer may adopt guidelines, regulations, or procedures to administer this section.

5. Timing of Applications.

5.01. *Applications Filed Before December 31, 2021.* Any application filed between the date of adoption of this ordinance and December 31, 2021 will be considered to have been filed as if it were timely filed in accordance with Section 3.4, even if it is filed after the deadline proscribed in that Section. Any such property for which an application is filed in accordance with this Section 5.01 shall be entitled to the full extent of the credits available under Section 3.4, as if the application had been filed in accordance with that Section. If, as of the date of filing of the application, the applicant has already paid the property tax bill for a tax year in which the tax credit would have been applied if the application had been timely filed, the unapplied tax credit amount shall be applied against the property tax bill for the tax year that follows the final year that a credit is to be applied in accordance with Section 3.4.

5.02. *Applications Filed After December 31, 2021.* For applications filed after December 31, 2021, failure to apply in the first qualifying tax year will result in the loss of the credit for that tax year.



Agenda Report Form

Open Session Item

SUBJECT: Agricultural Preservation Easement Rankings FY 2021

PRESENTATION DATE: June 30, 2020

PRESENTATION BY: Chris Boggs, Land Preservation Planner, Department of Planning & Zoning

RECOMMENDED MOTION: Move to approve the priority ranking of Agricultural Land Preservation Easement applications as recommended by the Agricultural Land Preservation Advisory Board and to forward the top 12 applications to the Maryland Agricultural Land Preservation Foundation (MALPF).

REPORT-IN-BRIEF: The purchase of permanent land preservation easements through the Maryland Agricultural Land Preservation Program (MALPP) is the largest part of Washington County's rural preservation strategy. All applications are ranked by the local Agricultural Land Preservation Advisory Board using the adopted Priority Ranking Formula which assigns points for such things as quality of soils, proximity to other preserved lands, agricultural status, economic viability, and relationship to other land use areas in the County.

DISCUSSION: The Commissioners were introduced to the subject at the Public Hearing on June 16, 2020 and allotted two weeks for public comment to be submitted. Following review and consideration of public comment from this public hearing, Commissioners are requested to approve the top 12 applications to be forwarded to the MALPF Board. Easements are purchased in order from the priority list until funds are exhausted.

Maryland law requires MALPF and the County to maintain confidentiality of financial information and rankings for our easement applicants until the end of an annual easement acquisition cycle. Therefore, only the County Commissioners have the Excel spreadsheet of rankings by the Ag Board. The public copy lists only the names of applicants.

FISCAL IMPACT: No impact to County General Fund. The County will have an opportunity to contribute locally collected Agricultural Transfer Taxes and Real Estate Transfer Taxes in the Fall 2020. Local and State funds are combined (60% State and 40% County) to fund the matching portion of the program.

CONCURRENCES: The Agricultural Land Preservation Advisory Board has approved the rankings of these applications and the limit of 12 applications being forwarded to MALPF.

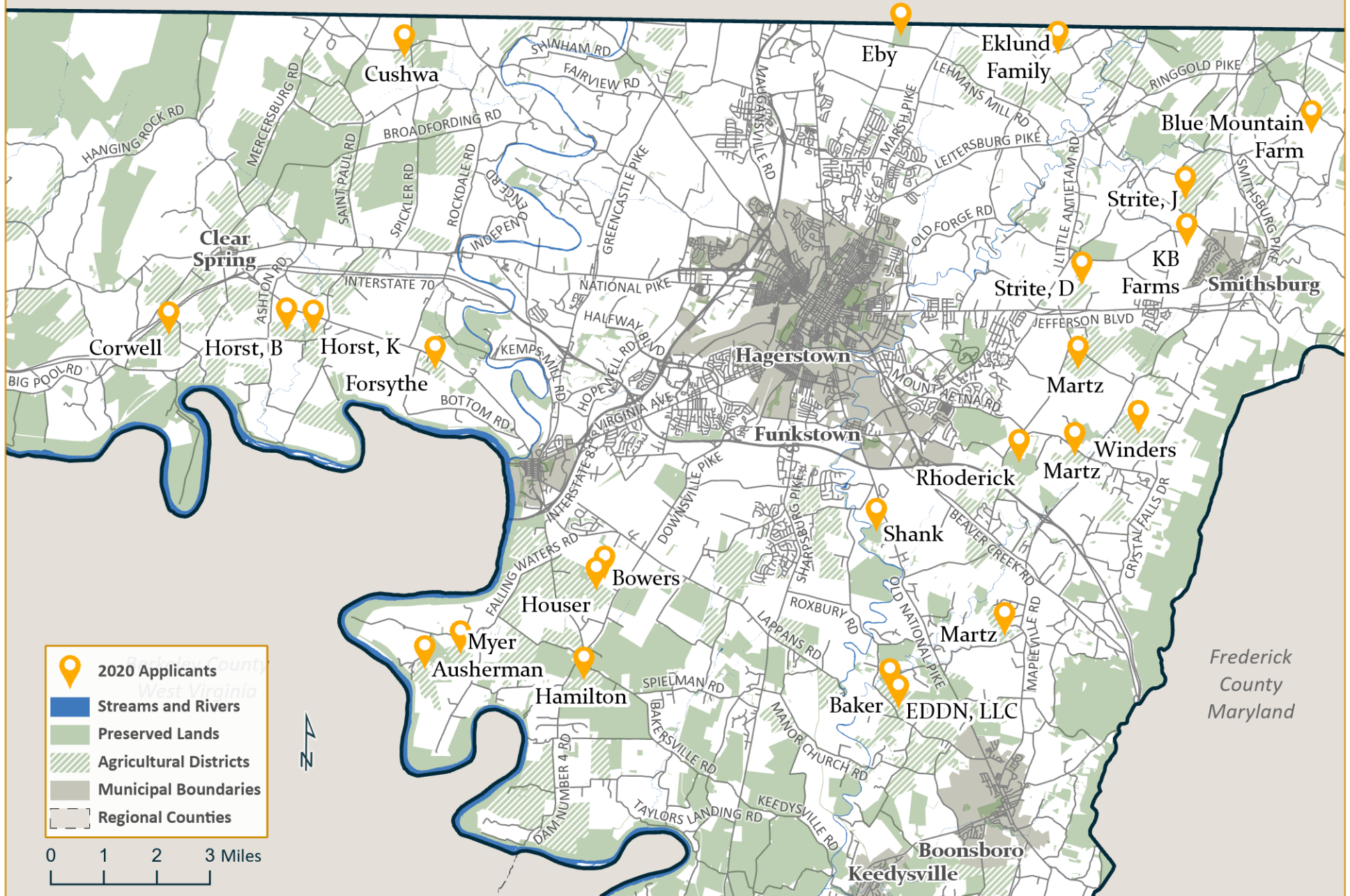
ALTERNATIVES: Change ranking and/or number of applicants submitted.

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: PDF County Map of Applicants



Franklin County
Pennsylvania





Agenda Report Form

Open Session Item

SUBJECT: Consensus - Application for Zoning Map Amendment RZ-19-007

PRESENTATION DATE: June 30, 2020

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

RECOMMENDED MOTION: The purpose of this agenda item is to reach a consensus to either approve or deny the applicant's request to rezone property.

REPORT-IN-BRIEF: Application is being made to extend an existing Rural Business floating zone over an adjacent .88-acre property through a rezoning map amendment.

DISCUSSION: The applicant WALZC, LLC seeks a map amendment for a property adjacent to the site of Mt. Tabor Builders at 14624 National Pike near the Rural Village of Wilson. An existing RB floating zone was established over the parcel containing Mt. Tabor Builders in 2015. The current proposal seeks to extend the RB zone to accommodate use of an accessory structure related to business operations that would not be permitted under its current zoning designation.

The factors to be considered in a request for the creation of a new RB zoning district are listed in Article 5E of the Washington County Zoning Ordinance. RB districts must designate a specific type of land use and demonstrate that the proposed use will be compatible with the existing neighborhood which surrounds it. The purpose of the RB zoning district is to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities, and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County.

This item was presented to the Washington County Planning Commission at a Public Information Meeting held during their regular meeting on February 3, 2020. It was then brought back for recommendation at the March 2, 2020 meeting, where the members unanimously recommended in favor of the proposed map amendment.

Thus far, one public comment in favor of the proposal was received during the Public Information Meeting. This is the only public comment received to date either for or against the proposed rezoning.

The Public Hearing for this item was presented to the Board of County Commissioners on June 16, 2020. No action was taken by Commissioners on the request at that time.

FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission

ALTERNATIVES: N/A

ATTACHMENTS: Application, staff report, Planning Commission recommendation, approved Planning Commission minutes and written public comments



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

January 3, 2020

Case #: RZ-19-007

Application for Map Amendment Staff Report and Analysis

Property Owner(s)	:	David and Elizabeth Miller
Applicant(s)	:	WALZC, LLC (Contract purchaser)
Location	:	North side of U.S. 40, ¼ mi east of Spickler Rd
Election District	:	#23 – Wilson
Comprehensive Plan Designation	:	Agriculture
Zoning Map	:	35
Parcel(s)	:	P. 73
Acreage	:	.88 acres (Parcel A extension of RB overlay)
Existing Zoning	:	Agricultural, Rural
Requested Zoning	:	Agricultural, Rural with Rural Business (RB) overlay
Date of Hearing	:	February 3, 2020

I. Background Information

a. Location and Description of Subject Properties



The subject parcel is located on the north side of National Pike (U.S. 40) between Spickler Rd and Rocky Fountain Lane west of the Rural Village of Wilson. The property subject to this rezoning encompasses .88 acres of land (Parcel A) on Parcel 71 (.88 acres) and is under contract purchase from current property owners David and Elizabeth Miller ("Miller Property"). An existing Rural Business Overlay District currently extends over adjoining parcel 73, which consist of Lot 1 (.72 acres) and Lot 2 (.57 acres). Lots 1 & 2 serve as the location for Mt. Tabor Builders. These properties are improved by an office building, garages and paved driveway and parking area.

b. Rural Business Floating Zone Purpose and Criteria

The Rural Business Zoning District (RB) is established to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities, and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County. It is established as a “floating zone” which may be located on any parcel in an Agricultural, Environmental Conservation, Preservation or Rural Village Zoning District. A floating zone is a zoning district that delineates conditions which must be met before that zoning district can be approved for an existing piece of land.

Section 5E.4 of the Rural Business Zoning District describes the criteria that must be met for the establishment of a new Rural Business Zoning District. These criteria include:

1. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;
2. The proposed RB District has safe and usable road access on a road that meets the standards under the “Policy of Determining Adequacy of Existing Roads.” In addition, a traffic study may be required where the proposed business, activity or facility generates 25 or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic;
3. Onsite issues relating to sewage disposal, water supply, stormwater management, floodplains, etc. can be adequately addressed; and
4. The location of an RB District would not be incompatible with existing land uses, cultural or historic resources, or agricultural preservation efforts in the vicinity of the proposed district.

Section 5E.6c further expands upon the above noted criteria in describing the basis for which the Planning Commission should base its recommendation to the Board of County Commissioners upon after the Public Information Meeting including:

1. The proposed district will accomplish the purpose of the RB District;
2. The proposed site development meets criteria identified in Section 5E.4 of this Article;
3. The roads providing access to the site are appropriate for serving the business-related traffic generated by the proposed RB land use;
4. Adequate sight distance along roads can be provided at proposed points of access;

5. The proposed landscaped areas can provide adequate buffering of the proposed RB land use from existing land uses in the vicinity;
6. The proposed land use is not of a scale, intensity or character that would be incompatible with adjacent land uses or structures.

To be established, RB districts must also meet bulk requirements outlined in Article 5E.5. A preliminary site plan which addresses the elements noted above and other criteria in 5E.6.a(3) in greater detail is also a required part of the application process. Finally, approval of the application to create an RB District shall only be for the use identified on the application and preliminary site plan. An approved RB District covers only the portion of the parcel or lot identified in the application. Changes to the use, intensity or area covered by an approved RB District shall be reviewed by the Planning Commission. A new public hearing may be required to approve the changed use.

II. Staff Analysis

The staff analysis of the proposed rezoning will utilize the criteria outlined in the previous section of this report to determine the suitability of applying a newly created RB floating zone in the designated location.

1. The proposed district will accomplish the purpose of the RB District;

As this application represents simply extending the existing RB District on Lot 1 that was approved in 2015, it stands to reason that the accessory use which would be covered by the enlarged RB District would also accomplish the state purpose of floating zone. The proposed storage facility would otherwise not be a permitted land use in the underlying Agricultural Rural Zoning District.

2. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan;

The proposed site of this rezoning is located in the Rural Area of Washington County outside of any growth areas designated by the Comprehensive Plan.

3. Road and Traffic Considerations

a. Traffic Generation

As an accessory use to the principal structure located on adjacent Lot 1, the extension of the current RB District onto the adjacent Miller property is estimated by the Applicant in their Exhibit B to generate less than ten trips per day resulting from the creating of the storage building. Additionally, as an office storage facility, the proposed use is unlikely to generate commercial truck traffic to the site. This trip generation estimate falls below the requirements of the RB District which necessitate a traffic study when the proposed business, activity or facility generates 25 or more peak hour trips or where 40,00 of the estimated vehicle trips are anticipated to be commercial truck traffic.

Traffic counts on County and State roads in the vicinity of the rezoning site provide limited information traffic flow or congestion that might be impacted an expanded business at this location. Single day traffic counts were collected for one 24-hour period in both 2008 and 2016 on Spickler Road near its intersection with U.S. 40. Slightly more than 700 vehicles were recorded at this location in both years. SHA does not maintain a permanent traffic counter in the immediate vicinity of the site. The closest is located 1 mile away on St. Paul Road where annual average daily traffic (AADT) has grown at a rate of less than 1% per year since 2000 from approximately 2,300 AADT to roughly 2,600 AADT in 2018.

b. Road and Site Circulation Improvements

The existing driveway in its current state on Lot 1 is anticipated by the applicant to continue serving as the point of ingress and egress for access to Mt. Tabor Builders. The business is located on U.S. 40, which is classified as a minor arterial in the Transportation Element of the County's 2002 Comprehensive Plan. Minor arterials serve a mean ADT of 2,000-5,000 vehicles in rural areas such as this. The storage building on the Miller property will be surrounded by a gravel parking lot.

A review of the County's 10-Year CIP and the State Highway Administration's Consolidated Transportation Plan did not note any road improvements in the vicinity of this proposed rezoning that affect road capacity or traffic flow. The Highway Plan in the 2002 Comprehensive Plan and HEPMPO's LRTP also did not indicate any immediate road improvements in the vicinity.

4. Site Planning Considerations

a. Water

The proposed rezoning site is designated as W-7 in the 2009 Water and Sewer Plan with no planned connected to public water. Therefore, the wells depicted on Washington County Plat 8126 on Lots 1 & 2 would continue to serve the proposed rezoning site. As a building anticipated to be used for storage purposes, water use from the new building on the Miller property would likely be minimal. Well locations are approved by the Washington County Health Department. The Health Department is also responsible for monitoring wells for water quality issues.

b. Sewer

The proposed rezoning site is designated as S-7 in the 2009 Water and Sewer Plan with no planned connected to public sewer. Therefore, the site would continue to utilize the on-site septic system found on Washington County Plat 8126 for sewage disposal. Expansion of the existing septic reserve area is not presently anticipated, according to the applicant.

The Washington County Health Department is responsible for approving the location and method of sewage disposal on individual properties in the County. Upon reviewing the application, the Health Department has offered the following comment on the proposed

rezoning: ***"The septic reserve area has been compromised. Any expansion of the business or change in (land) use (would) require this to be addressed."***

c. Stormwater Management

A bioretention pond is proposed in the northwest corner of the Miller Property on the preliminary site plan to capture stormwater from the storage facility. A gravel parking lot will surround the building.

d. Floodplain

The proposed rezoning site does not contain floodplain.

e. Bulk Regulations

The proposed use is anticipated to comply with all bulk regulations outlined in the RB Zoning District, including lot size, setbacks, height limitations, lot coverage, parking, signage, lighting, material storage and screening. Further detail about each of these individual items can be found in the applicant's Justification Statement.

5. Compatibility with Adjacent Land Uses

a. Land Use in the Vicinity

Zoning in the vicinity of this proposed rezoning is heavily agricultural and the surrounding lands constitute some of the better farm land in the County. Land use along National Pike in the immediate area is comprised mostly of small residential lots fronting the highway. Scattered commercial uses can be found in the vicinity, particularly in the Rural Village of Wilson where there is a General Store and Sweetsies Eats and Treats. The Hagerstown Speedway is across Conococheague Creek, along with Zach Greenlee's restaurant. Myers Building Systems is found directly across U.S. 40 from the site.

The Rural Business Overlay Zone has been applied to a number of properties in the vicinity. As mentioned, Mt. Tabor Builders, which presently occupies parcel 73, already has the RB designation. This is also the case for Miller's Farmstead, a wedding and events reception facility located at Spickler Road and U.S. 40; Myers Building Systems, Sweetsies and the Wilson General Store. All properties mentioned are within 1 mile of the proposed rezoning site.

b. Historic Resources

There are 8 existing historic sites in the vicinity of this proposed rezoning that should be considered in evaluating. Three of the eight are located within approximately ¼ mile west of the site near the intersection of U.S. 40 and Spickler Road. Three others are located approximately ½ mile south of the site across U.S. 40 near I-70 West. These six sites are documented on the Maryland Historic Sites Inventory by the Maryland Historical Trust but were not recommended for listing as National Historic Register Properties. They are described in the inventory as follows:

- WA-V-065: "Rocky Fountain Farm"

Early 19th century vernacular farm complex including large stone dwelling built in two sections, a log house sheathed with German Siding, a stone spring house and large stone end bank barn.

- WA-V-098: "Bloyer House"

Mid-19th century small farmstead including large, 2-story brick home that may have served as an inn or Tavern along the historic National Pike, small frame bank barn and wagon shed.

- WA-V-099: "Carriage Factory"

Late-19th century vernacular farm complex including German sided frame house, large frame barn and numerous outbuildings. Reported to have been a production place for horse drawn carriages.

- WA-V-112: "Mid-19th Century House"

Mid-19th century vernacular 2-story brick house.

- WA-V-114: "Brick Farmhouse"

Mid-19th century farm complex including 2-story brick home, log smoke house, frame out kitchen and other outbuildings. Evidence of old road predating U.S. 40 that served several area farms.

- WA-V-192: "Brick House"

Late-19th century 2-story brick home.

Two other historic sites are located approximately ¾ mile east in the Rural Village of Wilson. These two sites are **National Historic Register Properties** described as:

- WA-V-007: "Wilson School"

Mid-19th century school house built by local merchant Rufus Wilson that was incorporated into County's public education system in 1890s. Remained in use until 1950 and was the last operating one-room school house in the County.

- WA-V-074 "Rufus Wilson Complex"

Mid-Late 19th century rural commercial complex which comprised the small rural settlement of Conococheague on National Pike. The buildings include a general store with attached feed room, post office, 2 ½ story limestone dwelling, carriage house, bank barn and small corn crib. The rural commercial complex served the local community and travelers on the National Road in the latter half of the 19th century.

c. Agricultural Land Preservation

The proposed rezoning site does fall within the County's Priority Preservation Area (PPA). Properties within a PPA are considered as potential targets for State or local agricultural land preservation programs to ensure the continued viability of this industry in Washington County.

Immediately adjacent to the Miller property is the Myers Charolais Ag District (AD-96-004). The Ag District program encourages landowners to voluntarily enter into an Ag District in which it is agreed that the land will not be developed for a period of five years. In return for the restrictions, the landowner receives protections from nuisance complaints, becomes eligible to sell development rights easements through the Maryland Agricultural Land Preservation Program and receives a tax credit on all County property taxes associated with agricultural land and buildings, as well as up to \$711 toward property taxes on dwellings.

While numerous Ag Districts are located in the vicinity of the proposed rezoning site, particularly to the north, AD-96-004 is the only one which lies immediately adjacent to the site. The removal of less than 1 acre from the agricultural land comprising the Miller property wouldn't necessarily remove the remaining acres on that property from consideration for agricultural land preservation in the future. Therefore, the proposed rezoning wouldn't be incompatible with this broader land use objective for the rural area.

6. Additional Considerations

a. Emergency Services

The Clear Spring Volunteer Fire Company is the nearest emergency services provider to this site, located approximately 3.5 miles west on U.S. 40 in the Town of Clear Spring.

b. Comprehensive Plan

The 2002 Comprehensive Plan designated this site as falling within the Agriculture Policy Area in its Land Use Plan. This Policy Area is primarily associated with the Great Hagerstown Valley and includes the best soils for agricultural production. Rural businesses in this policy area are limited but a permitted land use through the RB floating zone application process.

c. Hours of Operation, Employees

The anticipated hours of operation for the proposed use are Monday through Thursday, 8 am to 4 pm with three onsite employees.

III. Recommendation

Based on the analysis provided above, Staff believes that there is sufficient evidence to meet the criteria outlined in Article 5E in support of the application of a Rural Business floating zone to the subject area.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Travis Allen", written in a cursive style.

Travis Allen
Comprehensive Planner



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

March 19, 2020

RZ-19-007

APPLICATION FOR ZONING MAP AMENDMENT
PLANNING COMMISSION RECOMMENDATION

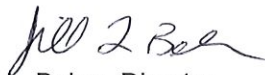
Property Owner(s)	David and Elizabeth Miller
Applicant(s)	WALZC, LLC (Contract purchaser)
Location	North side of US 40, ¼ mi. east of Spickler Road
Election District	#23 - Wilson
Comprehensive Plan Designation	Agriculture
Zoning Map	35
Parcel(s)	P. 73
Acreage	.88 acres (Parcel A extension of RB overlay)
Existing Zoning	Agriculture Rural
Requested Zoning	Agriculture Rural with Rural Business (RB) floating zone
Date of Meeting	February 3, 2020

RECOMMENDATION

The Washington County Planning Commission took action at its regular meeting held on Monday, March 2, 2020 to recommend approval of Map Amendment RZ-19-007 to the Board of County Commissioners. The Commission considered the application, the supporting documentation submitted with the application, and the applicant's presentation during the public rezoning information meeting. The Commission also considered the Staff Report and Analysis, comments of interested parties received by the Planning Commission and the specific items for consideration of Section 5E.6.c in the Zoning Ordinance. Based upon this information, the Planning Commission finds that the application can meet criteria set forth in Section 5E4.b of the County's Zoning Ordinance to establish the RB district in this location; and, therefore, recommend approval of the application.

Copies of the application, Staff Report and Analysis, and minutes of the Planning Commission's February 3, 2020 public rezoning meeting and the March 2, 2020 regular meeting are attached.

Respectfully submitted,


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

JLB/TMA/dse

Attachments

cc: Zachary Kieffer
Kirk Downey, County Attorney



WASHINGTON COUNTY PLANNING COMMISSION
ZONING ORDINANCE MAP AMENDMENT APPLICATION

FOR PLANNING COMMISSION USE ONLY

Rezoning No. R3-19-007

Date Filed: 11-26-19

WALZC, LLC

Applicant

Property Owner ☒ Contract Purchaser

☐ Attorney

☐ Consultant

☐ Other: _____

13830 LEISHER COURT, CLEAR SPRING, MD 21722

Address

Zachary J. Kieffer, Esq.

240-513-4332

Primary Contact

19405 Emerald Sq. Ste. 2100 Ofc. 202
Hagerstown, MD 21742

Address

Phone Number

zach@zkiefferlaw.com

E-mail Address

Property Location: 14624 NATIONAL PIKE, CLEAR SPRING, MD 21722

Tax Map: 0035

Grid: 0015

Parcel No.: 0073

Acreage: 0.88/1.5 (Post-APPLICATION)

Current Zoning: AGRICULTURE (RURAL)

Requested Zoning: RURAL BUSINESS

Reason for the Request:

☐ Change in the character of the neighborhood

☐ Mistake in original zoning

PLEASE NOTE: A Justification Statement is required for either reason.

JEAN C. STRITE

Notary Public - State of Maryland

Washington County

My Commission Expires Apr 26, 2021

Applicant's Signature

Subscribed and sworn before me this 12 day of November, 20 19.

My commission expires on April 26, 2021

Notary Public

FOR PLANNING COMMISSION USE ONLY

☐ Application Form

☐ Fee Worksheet

☐ Application Fee

☐ Ownership Verification

☐ Boundary Plat (Including Metes
& Bounds)

☐ Names and Addresses of all Adjoining
& Confronting Property Owners

☐ Vicinity Map

☐ Justification Statement

☐ 30 copies of complete Application
Package

FOR PLANNING COMMISSION USE ONLY

Rezoning No. _____

Date Filed: _____

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

Tri-State Signature Settlements, LLC
File No. TE-7601M
Tax ID # 23-002450

This Deed, made this 10th day of February, 2012, by and between Valley Group, LLC, GRANTOR, and WALZC LLC, GRANTEE.

- Witnesseth -

That in consideration of the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS 00/100 (\$150,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said WALZC LLC, in fee simple, all that lot of ground situate in the County of Washington, State of Maryland, and described as follows, that is to say:

All that lot or parcel of land, together with the improvements thereon, situate along the North side of National Pike in Election District No. 23, Washington County, Maryland and being more particularly shown and designated as Lot 1 on the Subdivision plat entitled "Preliminary/Final Plat of Subdivision of Lots 1 and 2 for Matthew & Eileen Eby", recorded among Plat Records of Washington County, Maryland, at Plat folio 8126.

The above described property is conveyed together with, and subject to, any and all applicable covenants, conditions, reservations and restrictions, limitations, rights of way, streets, alleys, and easements of record.

Being the same property described and conveyed from Matthew D. Eby and Eileen S. Eby, his wife to Valley Group LLC, a Maryland Limited Liability Company, by deed dated February 17, 2005 and recorded on February 17, 2005 in the Liber 2575 at folio 441 in the Land Records of Washington County, Maryland.

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said WALZC LLC, in fee simple.

And the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

4230 0162

CLERK OF CIRCUIT COURT
WASHINGTON COUNTY

In Witness Whereof, Grantor has caused this Deed to be properly executed and sealed the day and year first above written.

VALLEY GROUP, LLC

By: *Sandra M. Fields*
Sandra M. Fields, Member

By: *Timothy E. Fields*
Timothy E. Fields, Member

STATE OF MARYLAND
COUNTY OF WASHINGTON

} ss

I hereby certify that on this 10th day of February, 2012 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Sandra M. Fields and Timothy E. Fields, who acknowledged himself/herself to be the Member of the Grantor corporation, and that as such officer, being authorized to do so, executed the foregoing Deed for the purposes therein contained, by signing the name of the Corporation, by himself/herself as such officer and further, did certify that this conveyance is not part of a transaction in which there is a sale, lease, exchange or other transfer or all, or substantially all, of the property and assets of the Corporation, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Embossed Hereon is My
Frederick County, Maryland Notary Public Seal
My Commission Expires October 19, 2014
OLIVIA MOORE

Olivia Moore
Notary Public
My commission expires: _____

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of one of the parties named within.

Sandra M. Fields
Sandra M. Fields, Grantor

AFTER RECORDING, PLEASE RETURN TO:
Tri-State Signature Settlements, LLC
1185 Mt. Aetna Road
Hagerstown, MD 21740

DENNIS J. MEASER
CLERK OF CIRCUIT COURT
RECORDING FEE 40
RECORDING FEE 30
RECORDING FEE 1,140
RECORDING FEE 300
RECORDING FEE 750
TOTAL 2,450

IMP FD SURE 4 40.00
RECORDING FEE 20.00
RECORDATION T 1,140.00
TR TAX COUNTY 500.00
TR TAX STATE 750.00
TOTAL 2,450.00
Res# WA01 Rcpt # 98881
DJH MAH Blk # 528
Feb 13, 2012 02:33 PM

PAID TO THE CLERK OF THE COURT
TAXES PAID 2-13-12 pm

2011

MARYLAND
FORM

4230 0163

Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

Valley Group, LLC

2. Reasons for Exemption

Resident
Status



I, Transferor, am a resident of the State of Maryland.



Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal
Residence



Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

VALLEY GROUP, LLC

Name of Entity

By

Sandra M. Fields

Name

Member

Title

2011MARYLAND
FORM

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

Valley Group, LLC

2. Reasons for Exemption

**Resident
Status**

- ☒ I, Transferor, am a resident of the State of Maryland.
☐ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

**Principal
Residence**

- ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

Witness/Attest

VALLEY GROUP, LLC

Name of Entity

By

Timothy E. Fields

Name

Member

Title

4230 0165

CLERK OF CIRCUIT COURT
State of Maryland Land Instrument Intake Sheet
 | | Baltimore City | ☒ | County: Washington

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.
 (Type or Print in Black Ink Only All Copies Must Be Legible)

1	Type(s) of Instruments	(<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.)						
		<input type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other			
2	Conveyance Check Box	<input checked="" type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Arms Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]			
		Arms-Length [1]	Arms-Length [2]	Arms Length [3]	Length Sale [9]			
3	Tax Exemptions (if Applicable)	Recordation	MD Annotated Code Tax Property Article					
		State Transfer	MD Annotated Code Tax Property Article					
		County Transfer	MD Annotated Code Tax Property Article					
Cite or Explain Authority								
4	Consideration and Tax Calculations	Consideration		Amount				
		Purchase Price/Consideration		\$	150,000.00			
		Any New Mortgage		\$.00			
		Balance of Existing Mortgage		\$				
		Other:		\$				
		Other:		\$				
		Full Cash Value		\$	150,000.00			
		TOTAL DUE		\$				
		Transfer and Recordation Tax Consideration						
		x () %		\$				
Less Exemption Amount		\$						
Total Transfer Tax		\$						
Recordation Tax Consideration		\$						
x () per \$500		\$						
5	Fees	Amount of Fees		Doc. 1				
		Recording Charge		\$	60.00			
		Surcharge		\$	0.00			
		State Recordation Tax		\$	1,140.00			
		State Transfer Tax		\$	750.00			
		County Transfer Tax		\$	500.00			
		Other		\$				
		Other		\$				
		Agent:						
		Tax Bill:						
C.B. Credit:								
Ag. Tax/Other:								
6	Description of Property	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
			23-002450	2575/441				(5)
		Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Plat Ref.	SqFu/Acreage(4)
				1				
		Location/Address of Property Being Conveyed (2)						
		14624 National Pike, Clear Spring, MD 21722						
		Other Property Identifiers (if applicable)						Water Meter Account No.
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount: \$N/A						
		Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFu/Acreage Transferred: N/A						
7	Transferred From	Doc. 1 - Grantor(s) Name(s)			Doc. 2 - Grantor(s) Name(s)			
		Valley Group, LLC						
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)			Doc. 2 - Owner(s) of Record, if Different from Grantor(s)			
8	Transferred To	Doc. 1 - Grantee(s) Name(s)			Doc. 2 - Grantee(s) Name(s)			
		WALZC LLC						
		New Owner's (Grantee) Mailing Address						
		13830 Leishear Court, Clear Spring, MD 21722						
9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)			Doc. 2 - Additional Names to be Indexed (Optional)			
10	Contact/Mail Information	Instrument Submitted By or Contact Person					<input checked="" type="checkbox"/> Return to Contact Person	
		Name: Lesa Davis					<input type="checkbox"/> Hold for Pickup	
		Firm: Tri-State Signature Settlements, LLC					<input type="checkbox"/> Return Address Provided	
		Address: 1185 Mt. Actna Road Hagerstown, MD 21740						
11	IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER	Assessment Information						
		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Will the property being conveyed be the grantee's principal residence?						
		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Does transfer include personal property? If yes, identify:						
		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)						
		Assessment Use Only - Do Not Write Below This Line						
		[] Terminal Verification [] Agricultural Verification [] Whole [] Part [] Tran. Process Verification						
		Transfer Number:		Date Received:		Deed Reference:		Assigned Property No.:
		Year		Geo.		Map		Block
		Land		Zoning		Grid		Plat
		Buildings		Use		Parcel		Section
Total		Town Cd.		Ex. St.		Ex. Cd.		
REMARKS:								

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 4230, p. 0165, MSA_CE18-4180. Date available 02/16/2012. Printed 11/25/2019

TE-7601M

November 25, 2019

MEMORANDUM OF SALE AND CONSENT TO REZONING APPLICATION

Washington County Department of Planning and Zoning
100 W. Washington Street
Hagerstown, Maryland 21740

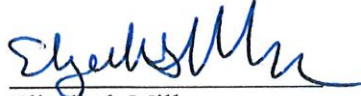
We, the undersigned David W. Miller and Elizabeth A. Miller ("We" or "Seller"), do hereby state and acknowledge the following with regard to our parcel of real property located at 14506 National Pike, Clear Spring, MD 21722.

1. We are the owners of certain real property located at 14506 National Pike, Clear Spring, MD 21722 (Tax Map. 0035, Parcel 0071) (the "Property").
2. By virtue of an oral/handshake agreement between ourselves and Willie Eby, we agreed to convey +/- 0.88 acres of the Property to WALZC, LLC, of which Mr. Eby is a member (the "WALZC Parcel").
3. Seller hereby acknowledges that they are aware of Mr. Eby's plans for the WALZC Parcel, in that application will be made to the Washington County Department of Planning and Zoning for a Map Amendment to rezone the WALZC Parcel with the Rural Business District Overlay.
4. Seller hereby consents to said application for Map Amendment.
5. Upon approval of said Map Amendment, we intend to consummate the sale of the WALZC Parcel to Mr. Eby and memorialize said transaction with the execution of a special warranty deed conveying good and clear title to WALZC, LLC in fee simple.

Respectfully Submitted,

Seller:


David Miller


Elizabeth Miller

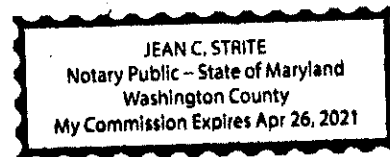
STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, That on this 25 day of November, 2019, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared David W. Miller and Elizabeth A. Miller and acknowledged the foregoing deed to be their act and deed and further made oath in due form of law the above is true and bona fide as set forth therein.

WITNESS my hand and Official Notarial Seal.

Jean C. Strite
Notary Public

My Commission Expires: Apr. 26, 2021



02
B POSTAGE 50
IMPRFE 5.00
DEED 15.00
RECTAX 135.00
TRTAX 875.00
B SUB 2248-50
08 3256 11-24 P234
1992

01068 00917

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

Received for Record _____
at _____ o'clock _____ .M.
Recorded in Liber _____

THIS DEED, made this 17th day of November, A.D., 1992, by
VIOLA G. BLOYER of Washington County, Maryland, GRANTOR.

WITNESSETH: That for and in consideration of the sum of
TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000.00) and other good
and valuable consideration, the receipt and sufficiency of which
is acknowledged, GRANTOR does hereby grant and convey unto DAVID
W. MILLER and ELIZABETH A. MILLER, his wife, as tenants by the
entireties, all the following lot or parcel of land, together
with any improvements thereon and all rights, ways, privileges,
waters, alleys, easements and appurtenances thereunto belonging
or in anywise appertaining, situate at the northeast corner of
the intersection of Spickler Road and U.S. Route 40 in Election
District No. 23, Washington County, Maryland, and more
particularly described as "Remaining Lands of William Boyer and
Viola G. Boyer in accordance with a recent survey by Frederick,
Seibert and Associates, Inc. dated December, 1991, as follows:

Beginning for the outline hereof at the intersection of the
north margin of U.S. Route 40 and east margin of Spickler Road as
depicted on the Washington County Roadway Right of Way Plat No.
100-10-80, running thence with said margin of Spickler Road North
29° 17' 21" East 101.17 feet to a point, thence North 61° 10' 20"
East 27.73 feet to a point, thence North 44° 37' 17" East 25.32
feet to a point, thence North 35° 31' 52" East 25.00 feet to a
point, thence North 25° 19' 38" East 101.61 feet to a point,
thence North 35° 31' 52" East 75.00 feet, thence North 37° 49'
18" East 75.06 feet to a point, thence North 32° 05' 51" East
50.09 feet to a point, thence North 30° 28' 45" East 39.75 feet
to a point in the southern line of lands of Leo H. Hornbaker
(Liber 453, folio 468), thence with said lands, passing through
an iron pin at 0.77 feet, South 55° 19' 00" East 166.36 feet to
an iron pin found, thence North 36° 58' 00" East 425.00 feet to a
point at the northeast corner of lands of T.L. Burleson (Liber
611, folio 342), thence with lands of R.F. Grams (Liber 489,
folio 116) passing through an iron pin at 1.08 feet, South 55°
19' 00" East 298.40 feet to an iron pin and cap set in place of a
recovered hub and tack, thence North 20° 52' 00" East 141.50 feet
to an iron pin and cap set, thence North 22° 24' 14" East 80.97
feet to a recovered iron pin, thence along lands of F.W. Robinson
(Liber 533, folio 25) North 20° 14' 42" East 300.00 feet to a
fence post, thence along lands of S.P. Bowers (Liber 756, folio
807) North 20° 36' 42" East 63.09 feet to an iron pin and cap
set, thence along lands of Leroy E. Myers (Liber 414, folio 578)
South 65° 52' 22" East 1561.54 feet to a corner fence line tree,
thence along lands of S. A. Barnhart (Liber 845, folio 700) South
37° 23' 08" West 600.41 feet to an iron pin and cap set, thence
along lands of J.W. Cameron (Liber 327, folio 601) and others
North 82° 26' 28" West 1422.61 feet to an iron pin and cap set at
the end of the second or North 85° West 48.71 feet line of lands
of William C. Reed, Jr. (Liber 397, folio 61), running thence
with part of third line of said lands South 20° 18' 32" West
37.48 feet to an iron pin and cap set at the end of the third
line of lands of Gary L. Wigfield (Liber 910, folio 296), thence
with said third line reversed and with the northern line of lands
of J. Martin (Liber 257, folio 343), North 74° 58' 32" West

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 1068, p. 0917, MSA_CE18_1018. Date available 09/28/2005. Printed 11/25/2019.

LAW OFFICES
RITE & SCHILDT
PROFESSIONAL ASSOCIATION
38 WEST WASHINGTON STREET
HAGERSTOWN, MD 21740

01068 00918

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

242.76 feet to an iron pin found, thence with part of the fourth line reversed of N.L. Ward, Jr. (Liber 455, folio 75) North 7° 33' 32" East 5.01 feet to an iron pin and cap set, thence with the third and second lines of said lands reversed North 82° 26' 28" West 150.00 feet to an iron pin and cap set, thence South 7° 33' 32" West 225.00 feet to an iron pin and cap set in the north margin of U.S. Route 40, thence with said margin North 82° 26' 28" West 359.34 feet to the place of beginning; CONTAINING 33.00 acres of land, more or less.

Being part of the lands which by deed dated December 19, 1933, and recorded among the land records of Washington County, Maryland at Liber 194, folio 454 were granted and conveyed by Victor G. Funkhouser and Zora L. Funkhouser to William Boyer and Viola G. Boyer, his wife; William Boyer having since died vesting title unto Viola G. Boyer.

The above-described property is subject to all valid and enforceable rights-of-way, conditions, restrictions, easements, and limitations of record.

IN WITNESS WHEREOF, Grantor has caused his hand and seal to be subscribed hereto the day and year above written.

WITNESS:

GRANTOR:

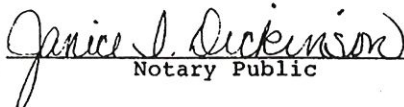


 (SEAL)
Viola G. Boyer

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this 24th day of November, A.D., 1992, before me, a Notary Public in and for the State and County aforesaid, personally appeared Viola G. Boyer, known to me to be the person whose name is subscribed above, and acknowledged that the within deed was her true and valid act.

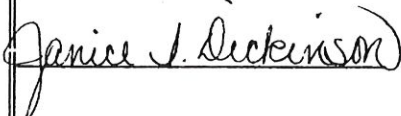
WITNESS my hand and Official Notarial Seal.


Notary Public

My Commission Expires: 5-1-96

We, the said David W. Miller and Elizabeth A. Miller, do hereby declare under the penalties of perjury that the property described in the foregoing Deed is residentially improved real property which we will occupy as our residence.

WITNESS:



 (SEAL)
David W. Miller

01068 00919

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

Janice S. Dickinson

Elizabeth A. Miller (SEAL)
Elizabeth A. Miller

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

STRITE AND SCHILDT,
A Professional Association

BY: James P. Johnson, Jr.

MAILED DEC 7 1992

MAIL TO:
Robert B. Stone, Esquire
120 North Potomac Street
Hagerstown, Maryland 21740

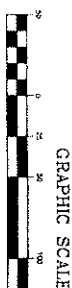
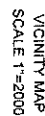
AGRICULTURE TAX \$1,100.00
ACREAGE 2.0
CLERK M. L. Myers

TAXES PAID November 24, 1992
TODD L. HERRICK

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Washington County
Nadine P. Myers
11-24-92

4819

Rec. 10-15-19



CERTIFICATE OF APPROVAL
FINAL APPROVAL GRANTED

$$\frac{1}{\omega^2} = \frac{1}{\omega_0^2} + \frac{1}{\omega_p^2}$$

GENERAL NOTE:

[illegible]

LAND SURVEYORS CERTIFICATION

[illegible]

OWNER'S STATEMENT

2-11-19 7:14 PM
 2-11-19 7:14 PM

1-1-3-1
Date _____
Name: _____

[illegible]

DATE Feb 19 2019

[Signature]
MANAGERIAL LEAD

Simplified Subdivision

Parcel A

WALZC, LLC

situate along the north side of National Pike
(Maryland Route 40)
WASHINGTON COUNTY, MARYLAND

PLAT NO 11015
DATE 11/1/15
WASHINGTON COUNTY

51-10,017

ADJACENT AND ADJOINING PROPERTIES
To
14624 National Pike, Clear Spring, MD 21722
Information derived from SDAT property information

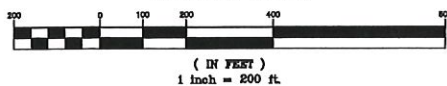
- 1) Map: 0035; Parcel: 0073
Record Owner: Matthew & Eileen Eby
Premises Address: 14626 National Pike, Clear Spring, MD 21722
Mailing Address: 16212 Broadfording Road, Hagerstown, MD 21740
- 2) Map: 0035; Parcel 0351
Record Owner: Leroy E. Myers, Jr.
Premises Address: 14627 National Pike, Clear Spring, MD 21722
Mailing Address: Same as Premises
- 3) Map: 0035; Parcel 0351
Record Owner: Gerard & Vickie Wagner
Premises Address: 14621 National Pike, Clear Spring, MD 21722
Mailing Address: Same as Premises
- 4) Map: 0035; Parcel 0360
Record Owner: Herman Chaney
Premises Address: 14617 National Pike, Clear Spring, MD 21722
Mailing Address: Same as Premises
- 5) Map: 0035; Parcel: 0072
Record Owner: WALZC, LLC (Applicant)
Premises Address: 14616 National Pike, Clear Spring, MD 21722
Mailing Address: 13830 Leisher Court, Clear Spring, MD 21722
- 6) Map: 0035; Parcel: 0071
Record Owner: David and Elizabeth Miller
Premises Address: 14506 National Pike, Clear Spring, MD 21722
Mailing Address: Same as Premises



Site Data

TAX MAP 35-15-73
 ELECTION DISTRICT 23
 ZONING A(R) - AGRICULTURAL RURAL
 PROPOSED ZONING A(R) - WITH RB OVERLAY
 FUNCTIONAL DESCRIPTION CONTRACTOR OFFICE AND STORAGE
 NUMBER OF EMPLOYEES 3
 HOURS OF OPERATION 8AM - 4PM MON. - THURS.
 PARCEL AREA 1.51 Acre
 PROPOSED BUILDING AREA 4,200 S.F.
 TRIP GENERATION FEWER THAN 10 TRIPS PER DAY
 OWNER
 WALZC, LLC
 13930 LEISHEAR COURT
 CLEAR SPRING, MD 21722

GRAPHIC SCALE



TAX MAP 35-15-73 DISTRICT 23

DRAWING NUMBER 1 OF 1

DRAWN BY:

DATE:

CHECKED BY:

DATE:

SCALE:

1" = 200'

**FREDERICK
SEIBERT &
ASSOCIATES, INC.** ©2019

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
 128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740
 20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225
 505 SOUTH HANOVER STREET, CARLISLE, PENNSYLVANIA 17013
 5201 SPRING ROAD, SUITE 3, SHERMANSVILLE, PENNSYLVANIA 17099

(301) 761-3600

(717) 548-1327

(717) 761-8111

FAX (301) 739-4228

Rezoning Exhibit

for
WALZC, LLC

situate at 14624 National Pike US Route 40

WASHINGTON COUNTY, MARYLAND



THE LAW OFFICE OF
ZACHARY J. KIEFFER, LLC

November 26, 2019

Re: Justification Statement: 14624 National Pike, Clear Spring, MD 21722 (the "Property"); Rural Business (RB) District Application

REQUEST

Application is made by WALZC, LLC (the "Applicant") for a Map Amendment to the current Washington County Zoning Map amending the Property (Tax Map 0035, Parcel 0073) to expand the existing RB District "floating zone", incorporating Applicant's contemplated addition thereto. The RB District overlay will allow Willie Eby, owner of Mt. Tabor Builders, Inc. and member of the Applicant, to expand the footprint of his business, and improve the property by adding an accessory storage building, as a permitted use in the RB District, as indicated in Article 3, Table 3.3(1) of the Washington County Zoning Ordinance (the "Ordinance").

BACKGROUND

The Property is located at 14624 National Pike, Clear Spring, Maryland. The Applicant claims title to the Property by virtue of a Deed dated February 13, 2012 and recorded among the Land Records of Washington County at Liber 4230, folio 0161. The Property is more particularly shown on the Preliminary/Final Plat of Subdivision Lots 1 and 2 for Matthew and Eileen Eby recorded at Plat No. 8126, among the Plat Records of Washington County, Maryland. The Property is zoned A(R) Agricultural Rural and overlaid with the RB District floating zone. Improvements to the Property consist of an existing office building, garages and blacktop drive and parking area.

The Applicant has contracted with David and Elizabeth Miller, the owners of certain adjacent real property, for the acquisition of +/- 0.88 acres of their adjacent parcel (the "Miller Property"). The Property, combined with the Miller Property is more particularly shown on the plat entitled "Simplified Subdivision of Parcel A for WALZC, LLC", dated October 15, 2019, prepared by Frederick Seibert and Associates, Inc. and recorded among the Plat Records of Washington County, Maryland at Plat No. 11015. Plat No. 11015 is attached hereto as "Exhibit A".

19405 Emerald Square, Suite 2100 Office 202, Hagerstown, MD 21742

Office: 240-513-4332

Email: zach@zkiefferlaw.com

www.zkiefferlaw.com

JUSTIFICATION

The purpose of the RB District is "...to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County."

(Ordinance, Article 5E-"RB" Rural Business District) Enlarging the existing RB District to include the Miller Property and permitting the proposed use, as shown on the "Rezoning Exhibit for WALZC, LLC" created by Frederick Seibert & Associates, Inc., dated November 14, 2019, and attached hereto and incorporated herein as "Exhibit B", will allow the expansion of Mr. Eby's business and the construction of a permitted accessory equipment storage building (the "Storage Building"). Without the extension of the RB District, construction of the Storage Building, as an accessory to Mt. Tabor Builder's business office, would otherwise be prohibited on a parcel zoned Agricultural Rural.

The proposed Map Amendment sought by the Applicant satisfies the Bulk Regulations required by the Ordinance for an RB District overlay as more specifically shown on Exhibit A:

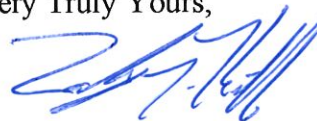
- a. Lot Size: Minimum 40,000 sf – the Property contains +/- 1.51 acres or +/- 65,775.6 sf.
 - b. Front Yard Building Setback: 40 feet from a Minor Collector or Local Public Road Right of Way or 50 feet from a Major Collector or Arterial Public Road Right of Way- shown on Exhibit B.
 - c. Side and Rear Yard Building Setbacks: 50 feet from a property zoned for or occupied by a Residential Land Use; 25 feet from a property zoned for or occupied by a Non-Residential Land Use-as shown on Exhibit B.
 - d. Height: No proposed or existing structure is or shall be greater than 35 feet.
 - e. Lot Coverage: Maximum 65%. The footprint of the Buildings is less than 65% of the area of the Property.
 - f. Parking: No additional parking is contemplated in connection with this application. All off-street parking facilities shall be in accordance with Article 22, Division I of the Ordinance.
 - g. Signage: Though additional signage is proposed at this time, any subsequent signage shall conform to the requirements set forth in Section 22.23 of the Ordinance.
 - h. Lighting: Any and all building mounted or freestanding lighting shall be constructed so that light and glare are directed toward the ground.
 - i. As shown on Exhibit B, outside storage of materials is not contemplated. Future outside storage, if intended, will be part of the final site plan submission.
 - j. Screening: Trash, refuse or recycling receptacles shall be screened from public view.
2. The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan.

3. The drive-way on the Property will remain the ingress/egress point to access National Pike. National Pike is classified as a State Road with adequate site lines for ingress and egress to the Property. No improvements to the existing drive-ways are contemplated at this time, as the addition of the Miller Property to the Property is not anticipated to create additional trips to and from the Property. The surface area around the Storage Building will be gravel. Any improvements to the existing drive will be done in accordance with all applicable statutes, rules and regulations.
4. A septic area for the Property was platted on Plat No. 8126. Further, the Applicant does not intend to expand the septic reserve area. Any change in the Applicant's plans will be addressed as part of Applicant's final site plan submission. The Property is not in the 100-year flood plain.
5. The location of the proposed RB Overlay would comport with existing land uses. The Property is zoned A(R) with the RB Overlay and this application merely contemplates an extension of that RB Overlay to adjacent land. Directly adjacent to the Property, on the south side of National Pike, sits another parcel with the RB Overlay. A third parcel with the RB Overlay sits approximately 1,000 feet to the west of the Property.

Expanding the RB Overlay to the Miller Property will not burden the community with an incompatible use. The end result of this application will be the construction of the Storage Building, as an accessory structure to Mr. Eby's business, which is a permitted use. The Storage Building is not expected to increase the daily number of trips to and from the Property. Nor will the addition of the Storage Building intensify the existing use on the Property. Further, the Storage Building will likely be in the style of any number of ordinary detached buildings found on commercial properties throughout the County.

The Applicant's proposed RB District and contemplated use is compatible with the existing land uses on the adjacent and nearby parcels surrounding the Property. The relative low intensity of the use of the Storage Building further points to the proposed RB District's compatibility with existing land uses. Applicant's proposed use will be consistent with the purpose of the RB District and satisfies the elements and criteria necessary to approve the RB District overlay on the Property. Applicant respectfully requests that this application be granted and allowed to proceed to final site plan approval.

Very Truly Yours,



Zachary J. Kieffer
Attorney at Law

4819

THIS IS THE ONE TO USE

Rec. 10.15.19

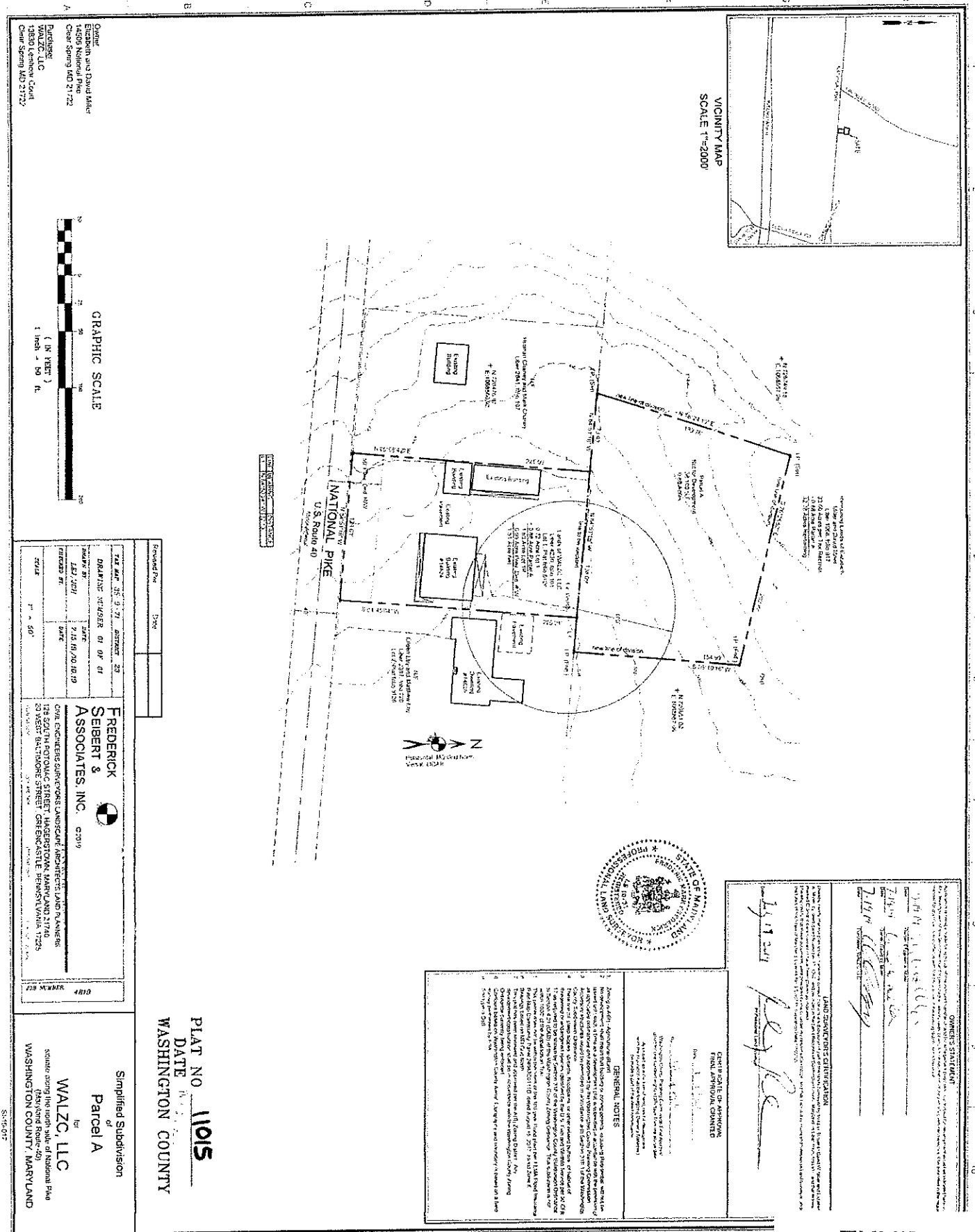
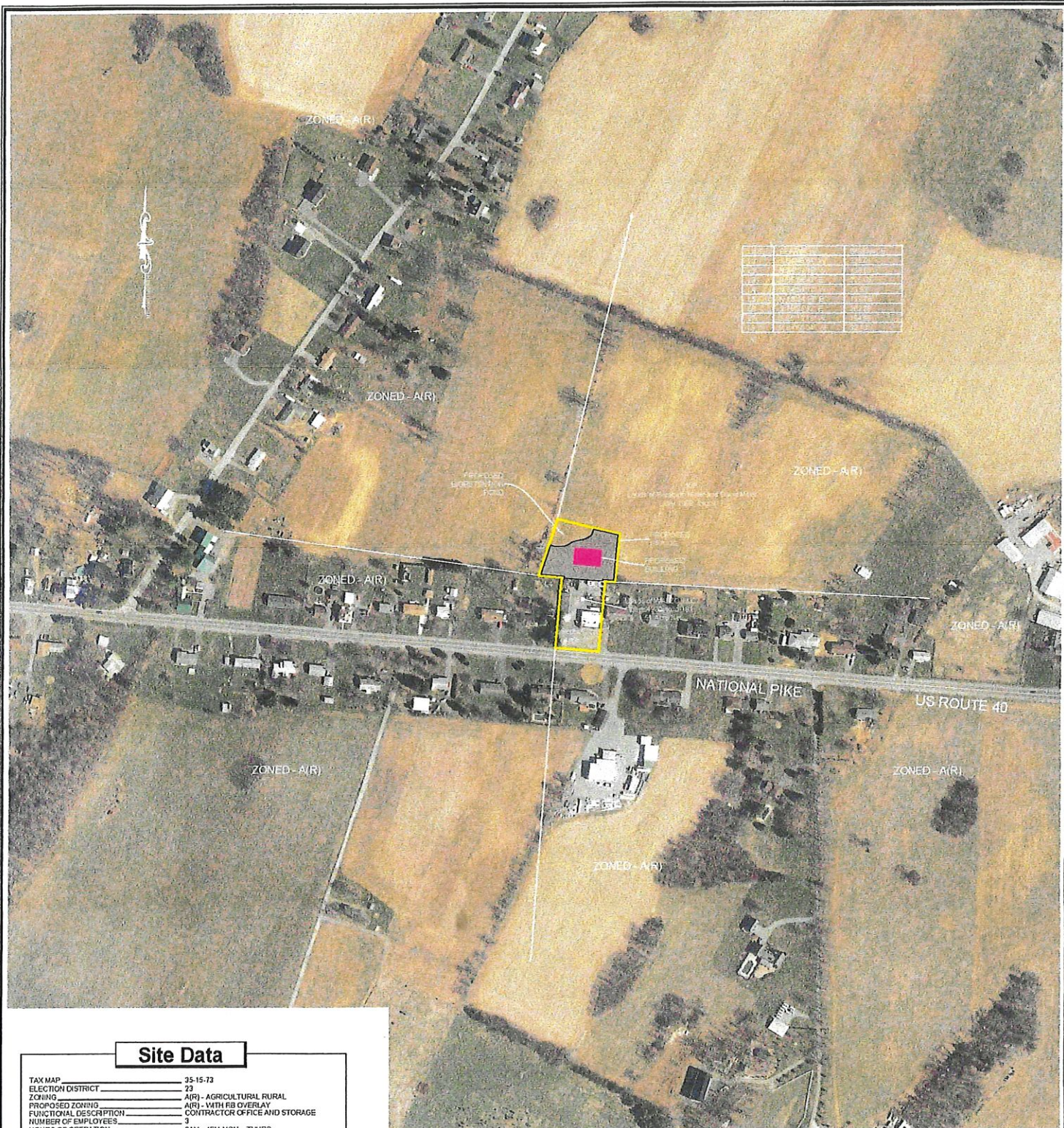


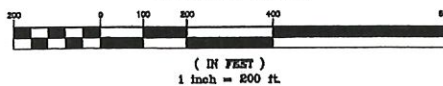
EXHIBIT A



Site Data

TAX MAP 35-15-73
 ELECTION DISTRICT 23
 ZONING A(R) - AGRICULTURAL RURAL
 PROPOSED ZONING A(R) - WITH RB OVERLAY
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 TRIP GENERATION FEWER THAN 10 TRIPS PER DAY
 OWNER
 WALZC, LLC
 13930 LEISHEAR COURT
 CLEAR SPRING, MD 21722

GRAPHIC SCALE



TAX MAP 35-15-73 DISTRICT 23	
DRAWING NUMBER 1 OF 1	
DRAWN BY DWE	DATE 11/14/2019
CHECKED BY	DATE
SCALE: 1" = 200'	

FREDERICK SEIBERT & ASSOCIATES, INC. ©2019
 CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
 128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740
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 5201 SPRING ROAD, SUITE 3, SHERMANSVILLE, PENNSYLVANIA 17090
 (301) 741-2653 (717) 527-1327 (717) 761-8111 FAX (717) 725-4629

Rezoning Exhibit
 for
WALZC, LLC
 situate at 14624 National Pike US Route 40
 WASHINGTON COUNTY, MARYLAND



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1470) – Intervention and Case Management for Youth of Incarcerated Parents in Washington County

PRESENTATION DATE: June 30, 2020

PRESENTATION BY: Rick Curry, CPPO – Director of Purchasing and Allison Hartshorn, Grant Manager – Washington County Office of Grant Management (OGM)

RECOMMENDED MOTION: Move to award the contract for the Intervention and Case Management for Youth of Incarcerated Parents in Washington County, Maryland to the responsible proposer with the responsive proposal.

REPORT-IN-BRIEF: The purpose of the service to be provided is to fulfill the requirements of the County's Community Partnership Agreement (CPA) for fiscal year 2021 with the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPPYV). The services are to be performed during the contract period that commences upon contract execution and end on June 30, 2021 with an option by the OGM to renew the awarded Contract for up to two (2) additional years through fiscal year 2023.

The Coordinating Committee was comprised of the following members: Director of Purchasing, OGM Director designee, OGM Grant Manager (Chairman Designee), LMB Board Chairperson, or designee and LMB Community Planning and Review Committee Chairperson or designee. The RFP was advertised locally in the newspaper and on the County's web site, as well as on the State's "eMaryland Marketplace Advantage" (eMMA) web site. Notice of the RFP was e-mailed to those individuals/firms on the OGM's e-mail list. Twenty-seven (27) persons/firms accessed the RFP document from the web site. Three (3) firms were represented at the pre-proposal conference.

DISCUSSION: N/A

FISCAL IMPACT: Funding from the Maryland Governor's Office for Children in the amount of \$90,000.

CONCURRENCES: Award as unanimously recommended by the Coordinating Committee.

ALTERNATIVES: N/A

ATTACHMENTS: Scope of Work (excerpt from RFP document).

AUDIO/VISUAL NEEDS: N/A

PUR-1470
Intervention and Case Management for Youth of Incarcerated
Parents in Washington County, Maryland

After accessing the needs of the community and review of current data about school readiness, the Washington County Local Management Board has concluded that programming is necessary to impact this issue particularly among those youth whose parent(s) have been or are currently incarcerated. Research indicates that this population has increased risk of poor school performance. The Board wishes to fund a program that will coordinate with local law enforcement to provide school readiness/success resources along with case management to this population. The program will specifically target youth ages 0-18 (along with their caregivers) with at least one parent currently incarcerated at the Washington County Detention Center (WCDC) or the Washington County Day Reporting Center (WCDRC). The selected organization will work closely with both agencies to provide services including but not limited to family assessment, case management and referral to services. Parent/caregiver classes will be provided to include school readiness and parenting skills curriculum. The overall goal of the program is to provide services to youth of incarcerated parents and their caregivers, recognizing the adverse impact parental incarceration may have on the family.

1. Staffing – Case Management Services may be provided by one or more Case Managers either on a full or part-time basis as long as the services meet the minimum requirement of 390 hours per quarter. A qualified applicant preferably has a bachelor's degree or higher in a mental health or human services field with at least two years' experience working with youth and families. Applicants with bachelor's degree in other fields or with Associates Degrees in mental health or human services field with at least four years' work experience working with youth and families will also be considered. *Please note staff or employee leave time including but not limited to vacation, personal and sick leave will not be reimbursable under this project per GOCPYV guidelines and policies.*
2. Collaborative efforts – Services must include strong agency and community collaboration and involvement. It will be required that the Applicant create and/or maintain a collaborative relationship with local law enforcement and service providers.
3. Coordination with local law enforcement – A Memorandum of Understanding between the Applicant and WCDC and WCDRC is required to be executed prior to the start of services. The service provider shall obtain all necessary malpractice and liability insurances in the amounts required by WCDC and WCDRC.
4. Referrals to Service – The Program will be accessible by all targeted youth and families (see POPULATION SERVED), allowing referrals from all law

enforcement agencies (including WCDC and WCDRC), school systems, service providers, and citizens.

5. Location of Services – Location of services in close proximity to the WCDC and WCDRC is preferred but not required.
6. Outreach – The success of this program will be dependent upon the target population being referred to it, therefore, outreach is an important component. The Applicant should ensure the target population and service providers are aware of the program.
7. Case Management – The Case Manager(s) will provide case management services, including (but not limited to) family assessment, referral services, family centered services, and follow up support as necessary to the youth and families served.
8. Training and Education – The Intervention and Case Management for Youth of Incarcerated Parents program will focus on two educational components: (1) preparing youth under 5 for school readiness and (2) ensuring school age youth are successful in school. To achieve these goals the program will offer training workshops/educational learning experiences in these subject matters at least quarterly.
9. Population Data Collection – In addition to program data, the applicant will be responsible for collecting local data/statistics on the target population of youth with incarcerated parents. This data will be used to determine the needs of the local population.
10. Program Data collection – The Applicant must collect and report indicator data and program outcome information as required by the Evaluation Contract executed with the Office of Community Grant Management. Data collection will be required through the duration of the program. The following data outcome measures are the minimum measures expected of the selected Applicant.
 - a. Number of hours of services provided per quarter
 - b. Number of school aged children served by program
 - c. Number of pre-school age children served by program
 - d. Number of families served by program
 - e. Number of parents
 - f. Number of caregivers
 - g. Number and percent of classes provided to participants
 - h. Number and percent of participants receiving a referral for additional services
 - i. Number and percent of participants which would recommend the program to others

- j. Number and percent of pre-school age children participating in the program that are assessed as being developmentally on the target for school success per Ages & Stages Questionnaire
- k. Number and percent of caregivers/parents of school aged children participating in the program that feel services provided by the program will help improve their child's attendance

These measures may be revised at the discretion of the OGM and GOCYPV.

A. Parameters of the Award of Funds

- 1. The maximum award of \$90,000 for the Intervention and Case Management for Youth of Incarcerated Parents program will begin on July 1, 2020 and end June 30, 2021 with an option by the OGM to renew the awarded Contract for up to two (2) additional years through fiscal year 2023. Renewal of this agreement is at the discretion of the Local Management Board and is contingent upon the following: 1) the continual award of funds from the GOCYPV, 2) the performance of the Applicant and 3) the goals/outcomes desired by the GOCYPV and OGM.

III. POPULATION SERVED

- A. The program will provide services for youth ages 0-18 along with their parent/caregiver with at least one parent currently incarcerated at the Washington County Detention Center or Washington County Day Reporting Center. Youth and families of individuals who are transferred from the WDCD/WCDRC to other correctional facilities may participate in the program as long as they reside in Washington County, Maryland.



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1465) – Insurance Brokerage and Risk Management Services

PRESENTATION DATE: June 30, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing and Tracy McCammon, Risk Management Coordinator, Human Resources

RECOMMENDED MOTION: Move to award the contract for the Insurance Brokerage and Risk Management Services to the responsible, responsive proposer, with the lowest proposal cost.

REPORT-IN-BRIEF: Proposals were seeking a team of industry professionals to assist and guide the County in identifying and managing the unique public sector risks and exposures encountered in its daily operations. The County accepted proposals from firms interested in providing the County with design of its risk financing program, including brokerage services, to include, but not be limited to, its property and casualty risk financing program for the County which would contemplate use of cost-effective self-insured retentions, insurance deductibles, and other risk financing techniques. Services will also extend to preparation of insurance specifications for the insurance market, marketing and solicitation of insurance quotations, placement of insurance policies at the request of the County and other broker services as enumerated in the Scope of Services contained in the Request for Proposals, including efforts necessary to insure those volunteer fire and rescue companies who are members of the Washington County Volunteer Fire & Rescue Association. The term of the contract is for a one (1) year period tentatively to commence August 1, 2020 with an option by the County to renew for up to four (4) additional consecutive one (1) year periods thereafter contingent upon satisfactory annual performance by the Contractor and fiscal appropriations.

The Coordinating Committee was comprised of the Interim County Administrator/County Attorney (Committee Chairman), Human Resources Director, Risk Management Administrator, Safety Compliance/Training Coordinator, and Director of Purchasing (Chairman Designee). The Request for Proposals (RFP) was advertised on the State's "eMaryland Marketplace Advantage" website, on the County's web site and in the local newspaper. Twenty-eight (28) persons/firms accessed the RFP from the County's web site. Five (5) firms were represented at the Pre-Proposal Teleconference. Submittals were received on May 7, 2020, from four (4) firms. The Qualifications & Experience/Technical Proposals of two (2) of the firms were considered responsive by the Coordinating Committee. The Price Proposals of those firms were opened.

DISCUSSION: N/A

FISCAL IMPACT: Funds are budgeted in individual departments for each of the lines of coverage.

The present contract for these services was awarded in 2015 to Aon Risk Services, Inc. of Maryland at a cost of \$250,000 for the five (5) years that ends July 31, 2020. Prior to having an Insurance Brokerage contractor, Washington County's insurance program had traditionally been handled on an exposure basis, i.e. policy specifications for each line of coverage (property, inland marine, general liability, etc.) had been put out for bid individually. Over time that resulted in over fifteen (15) separate policies negotiated through multiple agents or brokers. Each insurance carrier paid the agent or broker for services via commissions paid by the insurance carrier and passed on to the County via-premium payments. This process also tended to repeat the same carriers and agents from year to year due to the exclusive arrangements between carriers and agents. The "value added" services provided by the larger brokers were also not available to the County due to the piecemeal policy placements.

By contracting with one broker to place the County's entire insurance program, the County has access to needed safety and risk management resources provided by the broker as a "value added" service. There is also greater access to carriers since the larger brokers have greater market access and technical expertise. In addition, placement of multiple lines of coverage with one carrier has provided more cost-effective premiums and additional limits. Since the broker is paid on a flat rate basis directly by the County and not through commissions paid by the carriers, premiums paid by the County are net of commission. Cost savings were substantial enough to offset the County's needs for additional areas of coverage (pollution liability, media liability, etc.) and additional liability limits.

CONCURRENCES: As recommended by the Coordinating Committee.

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A

Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-20-0034) Four (4) Dump Trucks for the Highway Department

PRESENTATION DATE: June 30, 2020

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department, Jack Reynard, Fleet Manager, Highway Department and Zane Rowe, Deputy Director, Highway Department

RECOMMENDED MOTION: Move to authorize by Resolution, the Highway Department to purchase four (4) 4x2 Mack dump trucks from Potomac Truck Center, Inc. of Bladensburg, MD. The cost of each truck is \$208,818 (extended warranty \$3,318) for a total amount of \$848,544 and to utilize another jurisdiction's contract (#4400003267) that was awarded by Howard County, Maryland - Office of Purchasing.

REPORT-IN-BRIEF: The Highway Department is requesting to purchase four (4) dump trucks to replace trucks that are nineteen (19) years old and exceed the County's Vehicle and Equipment Types and Usage Guidelines. The County's replacement guidelines for vehicles greater than 33,000 lbs. GVWR is recommended at a ten (10) year economic life cycle. The replaced trucks will be advertised on GovDeals.com for auctioning.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. The government of Howard County, Maryland - Office of Purchasing took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of the trucks in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with direct cost savings in the purchase of the trucks because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Howard County, Maryland - Office of Purchasing provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

FISCAL IMPACT: Funds are budgeted in the Highway Department's Capital Improvement Plan (CIP) account (EQP042) in the amount of \$1,068,000

CONCURRENCES: Deputy Director of Highway Department

ALTERNATIVES: 1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or 2. Do not award the purchase of the dump trucks.

ATTACHMENTS: Potomac Mack Sales and Services, Inc. quote.



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Page: 1 / 3

Contract Number: 4400003267

POTOMAC TRUCK CENTER INC
3371 KENILWORTH AVENUE
BLADENSBURG MD 20781
USA

Commodity Contract	
Contract Number:	4400003267
Vendor Number:	1110256
Date:	03/02/2017
Contract Term:	03/01/2017 to 02/28/2021
Header Target:	\$650,000.00
Ceiling Value:	\$1,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination

Payment Terms: Net Due Within 30 Days

Contract text:

Invitation for Bid No. 2017-39, Heavy Duty Trucks, Class 7 & 8

[

This is a multiple award contract and represents one of three awarded contracts.

Contract Change No. 3, 01/27/2020. This contract change is for the purpose of exercising the third of four (4) one-year renewal options for the period of 03/01/2020 to 02/28/2021. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The vendor must maintain, in full force and current, the insurance coverage required under the terms and conditions of this contract while this contract is in effect, including any renewal terms.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Scott Parker, 410-533-8831, email scott.parker@potomactruckcenters.com

Agency Contact: Adam D. Brown, 410-313-2047, email adbrown@howardcountymd.gov

#

Item	NIGP Code	Description	Unit	Price

**Howard County, Maryland****OFFICE OF PURCHASING**

6751 Columbia Gateway Drive, Suite 501

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

Page: 2 / 3
Contract Number: 4400003267

Item	NIGP Code	Description	Unit	Price
1	07207	Heavy Duty Trucks, Class 7 Mack Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty, Mack Invoice plus \$4,200.00				
2	07207	Heavy Duty Trucks, Class 7 Hino Trucks Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty, Hino Trucks Invoice plus \$3,000.00				
3	07208	Heavy Duty Trucks, Class 8 Mack Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty, Class 8 Mack Invoice plus \$4,200.00				
4	07208	Heavy Duty Trucks, Class 8 Volvo Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty, Class 8 Volvo Trucks Invoice plus \$4,200.00				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Purchasing prior to goods being shipped or services being performed. Prior approval of the Office of Purchasing is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.



Howard County, Maryland

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501

Columbia, MD 21046

(410) 313-6370

Tax Exemption No. 30001219

Page: 3 / 3
Contract Number: 4400003267

6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.

7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.

8. Invoices for release Purchase Orders against this Contract must include:

- a. Contractor's name;
- b. Address;
- c. Federal tax identification number;
- d. Contract number (the first two digits are 44XXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);
- e. Purchase Order number (the first digit is 2XXXXXXX);
- f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
- g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

- i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
- ii. To suspend the Contractor's authority to receive any undisbursed funds; and/or
- iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer

Authorized Signature

NEW TRUCK QUOTATION



May 22, 2020

2021 Mack GR42F

Quantity: 1

Quotation Reference: 0

Prepared for: **Washington County**

PRICING SUMMARY

Base Selling Price \$205,500.00

F.R.E.T.	\$0.00
Title Ta 0.00%	\$0.00
Title Fe	\$0.00
Lien Fee	\$0.00
Tag Fee	\$0.00

Sub-Total	\$205,500.00
Extended Warranties	\$3,318.00
Total Sale Price	\$208,818.00

Total Price	1	Vehicles	\$208,818.00
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Minus Trade Value(s)	\$0.00
Minus Customer Deposit	\$0.00

Total Due at Signing	\$208,818.00
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Notes: Price is inclusive of the Howard County \$4,200 contract fee as per its terms.

Extended Warranties Included:

1. 3 Year / 50,000 Mile Powertrain Limited Warranty
2. 3 Year / 50,000 Mile Bumper-to-Bumper Limited Warranty
3. 3 Year / 50,000 Mile Mileage Limited Warranty

Options Included in Price:

Prepared by: Parker



Potomac Truck Center, Inc.

3371 Kenilworth Ave, Bladensburg, MD 20710

Phone: (301) 864-2000

Fax: (301) 277-7211

Web: www.BPTRUCKCENTERS.COM



Agenda Report Form

Open Session Item

SUBJECT: Fort Ritchie – Contract Extension

PRESENTATION DATE: June 30, 2020

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDATION: Move to approve the Fifth Amendment to the Contract of Sale and authorize its execution.

REPORT-IN-BRIEF: Fort Ritchie Contract Extension

DISCUSSION: The contract purchaser of Fort Ritchie requires a contract extension to allow for the *Marhle* litigation to be resolved. The contract extension is necessary if the transaction is to proceed to settlement.

FISCAL IMPACT: Additional carrying costs of the property during the extension; loss of proceeds from the sale if not extended.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Fifth Amendment of Contract of Sale

AUDIO/VISUAL NEEDS: None

**FIFTH AMENDMENT TO
AGREEMENT OF SALE OF REAL PROPERTY**

THIS FIFTH AMENDMENT TO AGREEMENT OF SALE OF REAL PROPERTY (“Fifth Amendment”) is effective as of this ___ day of June, 2020, by and between the BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (“Seller”), and JOHN W. KRUMPOTICH, and/or ASSIGNS (“Buyer”), with Seller and Buyer being hereinafter sometimes collectively referred to as the “Parties”.

EXPLANATORY NOTE:

WHEREAS, Seller and Buyer did enter into a certain Agreement of Sale of Real Property, dated November 5, 2019, as amended by a certain First Amendment to Agreement of Sale of Real Property dated January 16, 2020, a certain Second Amendment to Agreement of Sale of Real Property dated March 3, 2020, and a Third Amendment to Agreement of Sale of Real Property dated April 6, 2020, and a Fourth Amendment to Agreement of Sale of Real Property dated June 2, 2020 (hereinafter collectively referred to as the “Agreement”), pursuant to which Seller agreed to sell certain real property located in Washington County, Maryland, commonly known as the Fort Richie Military Installation and as further described therein (the “Property”), with all defined terms as set forth herein having the same meanings as set forth and defined in the Agreement unless otherwise expressly noted, and

WHEREAS, on April 2, 2020, Craig Mahrle did file a Complaint for Declaratory Judgment and Injunctive Relief against Seller and Buyer in the Circuit Court for Washington County, Maryland (the “Court”), referenced as Case No. C-21-CV-20-000183 (the “Litigation”), which among other things, challenges and seeks to prevent the sale of the Property from the Seller to the Buyer, and as such constitutes a cloud of title and a lis pendens on the Property; and

WHEREAS, on April 15, 2020 and April 20, 2020, Seller and Buyer, respectively, filed motions with the Court, requesting dismissal of the Litigation; and

WHEREAS, on May 12, 2020, the Court filed an Opinion and Order granting the motions of Seller and Buyer and dismissing the Litigation (the “Dismissal Order”); and

WHEREAS, under Maryland law, the Dismissal Order is subject to a thirty (30)-day appeal period which expires on June 11, 2020 (the “Appeal Period”), and as such, the disposition of the Litigation is not final until the Appeal Period has run and expired; and

WHEREAS, on June 9, 2020, Craig Mahrle did file a Notice of Appeal to the Court of Special Appeals, referenced as Case No. CSA-REG-0327-2020 (the “Appeal”); and

WHEREAS, due to the existence of the Appeal, Seller cannot deliver title to the Buyer as required by Paragraph 9(a) of the Agreement by the extended Closing Date of June 30, 2020, and as a result thereof, the Parties have agreed to further extend the Closing Date in order to allow the Appeal to be resolved.

NOW, THEREFORE, in consideration of the mutual promises herein contained, to be kept and observed by the respective Parties hereto, and for other good and valuable consideration by each of the Parties hereto unto the other in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The introductory clause and Explanatory Note set forth above accurately reflect the understanding of the Parties and by this reference are incorporated herein and made a part hereof. Any and all defined terms as set forth in this Fifth Amendment shall have the same meaning and definition as set forth in the Agreement unless expressly provided otherwise hereunder.

2. In order to allow time for Seller to continue to obtain the successful resolution of the Appeal and cause it to be dismissed and finally resolved, the Closing Date set forth in Paragraph 4 of the

Agreement is hereby further extended until the earlier of either the date the Appeal is fully resolved and concluded with no further proceedings pending or being pursued by Craig Mahrle or October 31, 2020; with it being expressly understood and agreed between the Parties that inasmuch as such extension is not due to any fault of Buyer, no extension fee or additional Deposit from Buyer is due or required. From and after the date hereof, any and all references to the Closing Date as set forth in the Agreement shall mean and refer to the earlier of the two dates detailed in this paragraph of this Fifth Amendment.

3. With respect to the Appeal, Seller hereby agrees to proceed to fully and vigorously defend the Appeal and immediately seek to have the Appeal dismissed or successfully concluded with prejudice so that it no longer constitutes a cloud of title and lis pendens on the Property; time being of the essence. Notwithstanding the extension of the Closing Date as herein provided, because of the Appeal, Seller acknowledges that: (a) while the Appeal is pending, Seller will not be able to convey the Property to Buyer in accordance with the requirements of the Agreement (as the continuing Appeal constitutes a "Title Defect" under paragraph 9. (a) of the Agreement which was not in existence of the date of the title report as described in such paragraph); and (b) in the event the Appeal is not resolved in the time contemplated or is resolved unsuccessfully, Buyer, in order to preserve and protect its current investment in the Property, shall have no alternative other than to avail itself of all rights and remedies under the Agreement, including but not limited to all of the Buyer's rights under Paragraph 13 thereof.

4. In all other respects, not specifically modified in this Fifth Amendment, the terms, conditions, provisions, covenants, and agreements set forth in the Agreement, shall remain in full force and effect, and any conflicts among the terms of the Agreement and the terms of this Fifth Amendment shall be resolved in favor of the terms of this Fifth Amendment. Any and all defined terms set forth herein shall have the same meaning as set forth in the Agreement, except as modified herein.

5. The Parties do hereby expressly ratify and confirm all terms and provisions of the Agreement, as amended hereby, and nothing as set forth herein shall serve to nullify or constitute a waiver of any of Buyer's rights under the Agreement, including all of the Buyer's rights under Paragraph 13 of the Agreement.

6. This Fifth Amendment shall only be valid and enforceable upon the execution hereof by the Parties and may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. This Fifth Amendment may be circulated to the respective Parties for execution by facsimile or other electronic transmission and such copy of this Fifth Amendment shall be sufficient to bind the parties to the terms, conditions, and provisions hereof. The signatures of the Parties need not appear on the same counterpart of this Fifth Amendment provided that each party has fully executed a counterpart hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Buyer have caused this Fifth Amendment to be executed as of the day and year first above written.

WITNESS:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

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

SELLER

WITNESS

_____ (SEAL)
John W. Krumpotich

BUYER