



11:45 AM MANAGEMENT BOOTCAMP CERTIFICATE PRESENTATION  
*Brian Overcash, Safety Compliance and Training Coordinator, Human Resources*

- 12:00 PM DEVELOPMENT MITIGATION IN WASHINGTON COUNTY  
*Jill Baker, Director, Planning and Zoning; Travis Allen, Comprehensive Planner, Planning and Zoning; Chris Boggs, Rural Preservation Administrator, Planning and Zoning*
- 12:20 PM WOLFINGER RURAL LEGACY PROGRAM (RLP) EASEMENT  
*Chris Boggs, Rural Preservation Administrator, Planning and Zoning*
- 12:30 PM PROPOSED SHARPSBURG WELL  
*Mark D. Bradshaw, Director, Environmental Managements*
- 12:35 PM BID AWARD (PUR-1571) – BULK DELIVERY OF ROAD SALT  
*Brandi Naugle, Buyer, Purchasing; Zane Rowe, Deputy Director, Highway Department*
- BID REJECTION AND BID AWARD (PUR-1561) – PERFORMANCE TESTING, HOSE, PUMPS, AND LADDERS  
*Brandi Naugle, Buyer, Purchasing; Eric Jacobs, Operations Manager Fire-EMS, Emergency Services*
- CONTRACT AWARD (PUR-1570) – BOND COUNSEL SERVICES  
*Brandi Naugle, Buyer, Purchasing; Kelcee Mace, Interim Chief Financial Officer, Budget and Finance*
- BID AWARD (PUR-1569) – UNIFORMS FOR WASHINGTON COUNTY SHERIFF’S OFFICE  
*Brandi Naugle, Buyer, Purchasing; Cody Miller, Grants Manager/Quartermaster, Washington County Sheriff’s Office*
- 12:45 PM PURCHASE OF VEHICLES FOR VARIOUS COUNTY DEPARTMENTS  
*Rick Curry, Director, Purchasing; Sergeant Alan Matheny, Washington County Sheriff’s Office*
- 12:50 PM LOBBYING COALITION  
*John M. Martirano, County Administrator; Kirk C. Downey, County Attorney*
- 1:00 PM DISCUSSION REGARDING POTENTIAL PROCESS FOR NON-PROFIT FUNDING  
*Susan Buchanan, Director, Grant Management*
- 1:15 PM ICE CREAM TRAIL FAVORITE SPOT CERTIFICATE  
*Leslie Hart, Business Development Specialist, Business Development; Ashley Acevedo, Public Relations Coordinator, Public Relations & Marketing*

## ADJOURNMENT



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Collective Bargaining Agreement with Local 1605, IAFF

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Eric Paltell, Labor Counsel  
Kirk C. Downey, County Attorney  
R. David Hays, Director, Emergency Services

**RECOMMENDED MOTION:** Move to approve the Collective Bargaining Agreement.

**REPORT-IN-BRIEF:** The Board must act on the proposed Agreement between the County and Local 1605.

**DISCUSSION:** Local 1605, International Association of Fire Fighters, was recognized as a collective bargaining agent on behalf of certain employees of the County's Division of Emergency Services. The County and the union have been involved in collective bargaining since last Fall. Those negotiations have resulted in the proposed Agreement concerning workplace practices, procedures, wages, hours, and conditions of employment. The union has approved the Agreement. The Board of County Commissioners must now act on the Agreement.

**FISCAL IMPACT:** Included in the Division's operating budget.

**CONCURRENCES:** Kirk C. Downey and R. David Hays

**ALTERNATIVES:** Deny approval of Agreement

**ATTACHMENTS:** Proposed Collective Bargaining Agreement

**AUDIO/VISUAL NEEDS:** N/A

# Agreement

Between Local 1605, International Association of Fire  
Fighters, AFL-CIO and Washington County, Maryland

\_\_\_\_\_, 2022- June 30, 2025





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## **PREAMBLE**

This Collective Bargaining Agreement is entered into by the Board of County Commissioners of Washington County, Maryland (hereinafter referred to as "Employer" or "County"), and Local 1605 of the International Association of Fire Fighters, AFL-CIO (hereinafter referred to as "Union"), and has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on wages, hours, and other conditions of employment.

## **ARTICLE 1 – RECOGNITION**

The Board of County Commissioners of Washington County, Maryland recognizes Local 1605 of the International Association of Fire Fighters, AFC-CIO, to the extent permitted by law, as the exclusive collective bargaining representative for all full-time field operations personnel holding the rank of Captain or below employed by the Washington County Division of Emergency Services, in matters relating to rates of pay, wages, hours and other conditions of employment, as defined in and permitted by Section IX of the County's February 9, 1999 Resolution on Collective Bargaining.

## **ARTICLE 2 – UNION SECURITY**

Section 1: All employees subject to the provision of this Agreement, who are either current members of the Union, or who elect to become members during the terms of this Agreement, shall maintain their membership, subject to an employee's right to discontinue membership in accordance with Section 3 below and applicable federal, state, and/or local law.

Section 2: An employee's probationary period shall begin on their first day of employment with the County and shall end 12 months later unless the probationary period is extended by the County. The County may extend the probationary period by giving written notice of the extension to both the Union and the employee. During the probationary period (including any extension), an employee may not file a grievance alleging a violation of this Agreement.

Section 3: The employer agrees to the adoption of a Union "check-off" system whereby Union dues as established by the Union will be withheld from each eligible employee's pay at source in equal amounts from each pay. Such withholdings for Union dues are to be transmitted by check to the Union not later than the twentieth (20) day of each month. The Union shall notify the Employer thirty (30) calendar days prior to any change in such dues. The employee must give the County written authorization for dues check-off. Any payroll deduction authorization shall be revocable at will in writing by the employee, and upon written notice of any such revocation, the County's obligation to deduct dues shall cease.

In the event that any dispute arises with respect to any monies owing or believed to be owed to the Union under the Article, it shall be the sole responsibility of the Union to take whatever appropriate and lawful action which is necessary to collect such monies.

Section 4: The Union shall accept full liability for and indemnify and hold the County harmless from any and all claims of any employee, Local, State, or Federal Government, or of any other person, corporation, or Association, including all grievances, arbitrations, awards, actions, suits, judgements, attachments, or forms of liability that arise out of or by reason of any action taken by the County for the purpose of complying with any of the provisions of this Article. The Union assumes full responsibility for the disposition of the funds deducted under Section 3 of this Article as soon as they have been remitted by the County to the Union.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

Section 1. Management Functions and Responsibilities. Except as expressly modified or restricted by a specific provision or provisions of this Agreement, all governmental, managerial, and administrative prerogatives and functions conferred upon the County inherently and by Section IV of the February 9, 1999 Resolution on Collective Bargaining, are retained and vested exclusively in the County, including but not limited to, the exclusive right to:

- a. Determine the overall budget and mission of the County and any agency of County government;
- b. Maintain and improve the efficiency and effectiveness of operations;
- c. Determine the services to be rendered and the operations to be performed;
- d. Determine the overall organizational structure, methods, processes, means, job classifications and personnel by which operations are to be conducted and the location of facilities;
- e. Direct and supervise employees;
- f. Hire, select and establish the standards governing promotion of employees and classify positions, provided that any job posting within the bargaining unit will be advertised in accordance with County Policy PR-24 ("Hiring Process") and any successor thereto;
- g. Take actions to carry out the mission of government in situations of emergency;
- h. Introduce new or improved technology, research, development and services;
- i. Control and regulate the use of machinery, equipment, and other property and facilities of the County;
- j. Maintain internal security standards;
- k. Suspend, discharge, or otherwise discipline employees, subject to the County's grievance procedure;
- l. Issue and enforce rules, policies and regulations necessary to carry out these and all other managerial functions which are not inconsistent with Federal or State law or the terms of this collective bargaining agreement; and
- m. To take whatever action is otherwise necessary in the County's judgment and discretion to determine, administer, and fulfill the mission of the County and direct the County's employees.

The County's failure to exercise any prerogative or function hereby reserved to it, or the County's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the County's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. Operational Emergency: In the event that the County Administrator, after consultation with the Director of Emergency Services and approval by the Board of County Commissioners, declares an operational emergency (for reasons such as a terrorist attack, pandemic, or natural disaster), the County may temporarily suspend one or more provisions of this Agreement. In the event that the suspension continues for a period in excess of 30 days, the County must hold a public hearing on the suspension no later than 60 days after the suspension begins. The Union may waive the requirement of the public hearing if it consents to a further suspension of the provision or provisions.

#### **ARTICLE 4 - UNION LEAVE**

Section 1: Union officials shall be permitted reasonable time during working hours to conduct Union business directly related to the negotiation and administration of the collective bargaining agreement. However, the County's operational needs will take precedent over Union business, and the Union and members of the bargaining unit may be precluded from conducting Union business during working hours when necessary.

Section 2: Any time taken for Union business while on a scheduled shift will be treated as hours worked for purposes of determining overtime eligibility. Union business conducted outside of a scheduled shift will not be treated as hours worked. DES reserves the right to preclude any and all Union business during working hours when there is an emergency and at other times when it shall negatively impact agency operations.

Section 3: The County shall provide a total of 120 cumulative paid leave hours per year to be allocated to the Union which may be used by employees selected by the Union to attend and serve as delegates to conventions, organization conferences, and training related to the Union. A minimum of 72 hours' notice is required to be granted Union leave for such purposes. The County may deny an employee's request for leave when it will negatively impact agency operations.

#### **ARTICLE 5 - WORK WEEK/SCHEDULE**

Operations employees assigned to an operations shift shall generally work a 24-hour period of scheduled work beginning at 0730 hours each day. All leave use will be charged hour for hour on any approved schedule. The normal rotation for this schedule is 24 hours worked, followed by 48 hours off with a fixed Kelly relief day that occurs once every twenty-one (21) calendar days, for a total of 2496 hours annually.

The County may implement alternative work schedules after meeting with and receiving feedback from the Union.

#### **ARTICLE 6 – KELLY DAYS**

Section 1. Kelly Days- A Kelly day shall be defined as an off duty “duty shift” granted to all employees, for the exclusive purpose of maintenance and execution of the current work schedule. Kelly Days shall not be counted against, nor substituted, for an employee’s vacation, holiday, or sick leave time.

The specific day shall be chosen by the employee according to seniority.

Section 2. For the purposes of selecting Kelly Days, all non-officers that are included in the bargaining unit shall be grouped together. The following allowances, relative to maximum number of staff off on any Kelly Day shall apply.

1 - 7 non-officers = 1 non-officer off per shift for Kelly Day.

8 - 14 non-officers = 2 non-officers off per shift on any Kelly Day.

15 - 21 non-officers = 3 non-officers off per shift on any Kelly Day.

For the purposes of selecting Kelly Days, all officers (Captains/Lieutenants) that are included in the bargaining unit shall be grouped together. The following allowances, relative to maximum number of staff off on any Kelly Day shall apply.

1 - 7 officers = 1 officers off per shift for Kelly Day.

8 - 14 officers = 2 officers off per shift on any Kelly Day.

15 - 21 officers = 3 officers off per shift on any Kelly Day.

In the event that staffing increases by a multiple of 7 (e.g., from 21 to 28 non-officers or officers), an additional person shall be allowed to be off on each shift on any Kelly Day.

Section 3. All bids and transfers of Kelly time shall be completed within a seventy-two (72) hour period.

Section 4. Kelly Day selections will be done based on seniority within the Division of Emergency Services. Each shift will be ranked in seniority within their job classification. Officers will include Lieutenants and Captains. Non-officers will be classified together for the purposed of a Kelly day selection.

The bidding process will occur annually and will not occur before September 1<sup>st</sup> and must be completed with notification to the members of their assigned Kelly day no later than September 30<sup>th</sup>. The Kelly day selected will be effective for the following calendar year from January 1<sup>st</sup> to December 31<sup>st</sup>.

Each employee will rank their preferred Kelly day from 1-7. Using the seniority list, each employee will be assigned their Kelly day using the preference list provided in writing. Based on seniority within their rank and shift, each person will be given the first available Kelly day based on their preference.

The Kelly day will remain until the next selection unless the employee is transferred to a different shift. In the event of a voluntary transfer, the person transferring into the shift will assume the Kelly day that was vacated with the position until the next bidding cycle.

In the event of an involuntary transfer for non-disciplinary reasons, the employee being transferred will be offered to keep their assigned Kelly day or accept the vacated one to keep until the next bidding cycle. In the event of an involuntary transfer for disciplinary reasons, the employee is subject to the Kelly day that was vacated, until the next Kelly selection bid process.

#### **ARTICLE 7 – SENIORITY**

The seniority provisions set forth in this section shall apply solely for purposes of internal bidding procedures within the Department of Emergency Services. These seniority provisions do not apply to determine County benefit eligibility or accrual.

Section 1: Seniority Standing shall be granted to all employees. The standing is to be determined on the basis of actual length of continuous service from the latest date of full-time employment for Washington County, Maryland Division of Emergency Services. Following completion of a period of probation, all new employees shall be placed on the seniority list as of the date of their first (1<sup>st</sup>) day of current employment.

Section 2: When personnel are employed by the County on the same date, the seniority among them shall be determined by test scores. In the event of tied positions on the eligibility list, seniority shall be determined upon the order in which each employee was appointed by the Director of the Division of Emergency Services. In the event there are no applicable test scores available and multiple employees have the same date of hire; seniority will be established by random drawing for each person hired on the same date.

Section 3: An employee shall lose his/her seniority upon voluntary resignation from employment. An employee's seniority shall not be terminated because of authorized leave of absence or layoff. The employee shall return to work within fourteen (14) calendar days of written notice of recall by registered letter to the last known filed address or forfeit his/her seniority rights.

Section 4: The Division of Emergency Services shall establish a seniority list which shall be brought up to date on September first (1) of each year and immediately thereafter shall be posted for all employees to view. Such a list shall contain dates of hire and classifications. The posted updated list shall stand approved as posted unless objections thereto are reported to the Director of Emergency Services.

## **ARTICLE 8 – RULES AND REGULATIONS**

Section 1: The Union agrees that its members shall comply with all Division of Emergency Services rules and regulations, including those relating to conduct and work performance, unless specifically modified in this Agreement.

Section 2: The Director or his/her designee shall have the right to implement any policy/procedure at his/her sole discretion and without delay. Upon written notice to the Union of the implementation of a policy/procedure, the Director or his/her designee will allow the Union a seven (7) calendar day period to review and provide comment on the new policy/procedure. If the policy/procedure is not time-sensitive, the Director will make a good-faith effort to provide it to the Union at least seven (7) calendar days prior to the implementation of the policy. The Director shall give due consideration to the Union's comments; however, he/she is not obligated to modify or change the policy/procedure based upon the Union's review.

## **ARTICLE 9 – WAGES**

### Section 1: Cost of Living

Employees covered by this Agreement have received a 1% cost of living adjustment effective July 1, 2022.

In FY24 and FY25, Employees shall receive a cost of living increase only if other County employees receive a cost of living increase. In the event that other County employees receive a cost of living increase, employees covered by this Agreement shall receive an equivalent cost of living increase at the same time that other County employees receive their cost of living increase.

### Section 2: Step Increases

Employees covered by this Agreement who were eligible for a step increase in FY2023 have received a 2.5% step increase effective July 1, 2022.

In FY2024 and FY2025, Employees who are eligible for a step increase shall receive a step increase only if other County employees receive a step increase. In the event that other County employees receive a step increase, employees covered by this Agreement shall receive an equivalent step increase at the same time that other County employees receive their step increase.

### Section 3: Wage Scale for Bargaining Unit Members

Wages shall be paid in accordance with the pay scale attached as Exhibit A.

### Section 4: Calculation of Overtime

Employees covered by this Agreement shall be eligible for overtime compensation if they work in excess of 106 hours in a designated 14-day work period.

#### **ARTICLE 10 - RETIREMENT**

Section 1: Employees shall participate in the Employee's Retirement Plan of Washington County ("the Plan").

Section 2: Employees covered by this Agreement shall be considered "Sworn Public Safety Personnel" and shall have the same Normal Retirement Date as other Sworn employees of Washington County.

Section 3: The Normal Retirement Date is the earlier of age 50 or 25 years of service.

Section 4: Employees shall contribute 6% of their current base salary into the Plan.

#### **ARTICLE 11 - CALL BACK PAY**

Section 1: An employee who is called back to work from off-duty by order of a Superior Officer, and who does in fact perform duties on behalf of the Department during their normal off-duty hours, shall be paid for a minimum of four (4) hours.

Section 2: An employee who is held over to work hours beyond the regularly scheduled end of their shift by order of a Superior Officer shall be paid for a minimum of two (2) hours.

Section 3: Callback Pay and Holdover Pay shall be paid at the employee's straight time rate unless the hours worked by the employee are in excess of 106 in a 14-day work period.

Section 4: The Department of Emergency Services shall maintain a current list of overtime hours worked by field operations employees covered by this Agreement. In the event that the Department involuntarily recalls one or more employees pursuant to Section 1 of this Article. Employees shall be chosen from this list by selecting the employee with the fewest number of hours worked.

#### **ARTICLE 12 - VACATION LEAVE**

Section 1: Beginning at the time of employment, an employee shall earn 3.70 vacation hours per pay period (bi-weekly), with a limit of 96 hours for a full calendar year of employment.

Beginning after the employee's 5<sup>th</sup> year of continuous service, an employee shall earn 5.54 vacation hours per pay period (bi-weekly), with a limit of 144 hours for a full calendar year of employment.

Beginning after the employee's 15<sup>th</sup> year of continuous service, an employee shall earn 7.40 vacation hours per pay period (bi-weekly), with a limit of 192 hours for a full calendar year of employment.

Section 2: Total vacation carry over cannot exceed 250 hours per year. Vacation leave in excess of 250 hours will be forfeited at the end of the calendar year.



Section 3: Any use of planned leave that equals or exceeds 48 hours (including the use of a Kelly Day as part of the time off) shall be excluded from mandatory holdover or recall to duty.

#### **ARTICLE 13 - MILITARY LEAVE**

Military leave will be granted to regular full time employees who leave the services of the County to enlist, who are inducted into the Armed Forces of the United States, or who are members of reserve components of the military or naval forces, including National Guard units required to attend annual training summer camp. Each military leave of absence will be granted for the duration of the employee's active service in the Armed Forces up to the limit set by law, and the employee will be eligible for reemployment in accordance with applicable law. If the service is connected with an involuntary call-up for active duty due to a domestic or foreign emergency or to attend summer training camp (not to exceed four weeks per calendar year), the County will pay the difference between an employee's military pay and their regular scheduled salary. It is the employee's responsibility to present the necessary documentation to the Budget and Finance Department to receive the pay differential.

#### **ARTICLE 14 – PERSONAL LEAVE**

Section 1. All regular full-time employees covered under this CBA are entitled to personal leave consisting of 48 hours of personal leave per calendar year. The timing of the leave grant shall be governed by County policy. This leave can be utilized as both planned and unplanned leave. A request for personal leave may not be denied, subject to the County's rights under Article 3 (Management Rights) to meet its operational needs.

Section 2. Personal Leave must be used in a minimum of two (2) hour increments and may be combined with vacation or other accrued administrative leave. Use of unplanned personal leave in conjunction with any other leave (vacation leave, sick leave, charity leave) does not modify the notice and approval requirements associated with the other leave.

Section 3. Personal leave may not be combined with a leave without pay. Any leave without pay can only be taken after being pre-approved by the Director of Emergency Services.

Section 4. Planned leave shall be selected in accordance with General Order 22-19 and any successor thereto. The County agrees that it will consult with the Union prior to implementing any changes to General Order 22-19.

Section 5. If the personal leave is utilized as part of planned leave, it is subject to the leave pick process outlined in General Order 22-19 and any successor thereto. If personal leave is used as part of planned leave, the employee may schedule up to 48 hours of personal leave within the calendar year the picks are being completed for. Once the 48 hours have been scheduled or physically utilized, no additional personal leave may be used until the next calendar year.

#### **ARTICLE 15 – HOLIDAY PAY**

An employee who works on a recognized County holiday that is observed on a date different from the actual date of the holiday (such as Christmas when it occurs on Sunday but is observed

on Monday) will be paid a premium of one and one-half times their hourly rate for all hours worked on the actual date of the holiday. When a recognized County holiday is observed on a date different from the actual date of the holiday, a holiday pay premium will not be paid to employees who work on the date the holiday is observed by the County.

#### **ARTICLE 16 -SHIFT TRADES, EARLY RELIEF & HOLDOVERS**

Shift trades, early relief and holdovers are permissible if agreed to by both employees and approved by a supervisor, in accordance with Section 207(p)(3) of the Fair Labor Standards Act, and 29 CFR §553.31.

#### **ARTICLE 17 -UNIFORM ALLOTMENT**

Section 1: The section defines the initial uniform allotment and addresses ongoing uniform maintenance issuances for all new Field Operations full-time employees of the Division of Emergency Services. Identification of a uniform item within this section does not automatically qualify the item for wear while on station duty.

A. The County shall provide upon acceptance of job offer:

Six (6) Pairs of work pants

Eight (8) Polo style or T-shirts (long or short sleeve)

(any combination of polo shirts or T-shirts may be selected)

One (1) Leather Uniform Belt

One (1) Three season uniform jacket

One (1) Winter style hat

One (1) Ball cap

Two (2) Light blue or white button-down shirt- 1 long and 1 short sleeve

Two (2) pair of station boots

Two (2) Dark blue job shirts or two (2) hooded sweatshirts

(an employee may elect to receive 1 job shirt and 1 hooded sweatshirt)

Two (2) Pairs of shorts

Two (2) Pairs of Sweatpants

Two (2) Sweatshirts

The County shall supply all winter clothing by October 1<sup>st</sup> and all summer clothing by April 1<sup>st</sup> where applicable.

The items set forth in this section will be replaced by the County on an as needed basis. Replacement must be authorized by the Programs Manager prior to purchase. Employee purchased items are not eligible for replacement through County funding.

The employee is expected to launder/dry clean all County issued uniforms on a regular basis and ensure that items are properly stored and protected when not in use. Gross neglect in the care of issued uniforms may result in the employee being required to cover the cost of replacement.

- B. Within 1 year of the completion of the probationary period, one (1) complete dress uniform shall be provided. At the time of retirement, members shall be permitted to keep and maintain the dress uniform issued to them. This uniform shall be worn only when authorized by the Director of Emergency Services or their designee. The Dress uniform shall consist of:

- One (1) Tie
- One (1) Pair of trousers
- One (1) Blouse
- One (1) Pair of dress shoes
- One (1) Class A Uniform Hat
- One (1) breast badge
- Two (2) Name plates (consisting of first initial and last name with "member since" rocker)
- One (1) set of collar pins for shirts
- One (1) set of collar pins for coat
- One (1) Hat badge

All apparel requiring shoulder patches and rockers shall be provided to the employee to be sewn onto the clothing per Department Standards. Reimbursement for such alterations shall be available from the County should the apparel be issued without the patches and rocker affixed. The Union and the County agree that the County shall have a reasonable period of time after the effective date of this Agreement to implement this policy.

Section 2: All new employees shall be issued protective clothing upon hire which will consist of:

- One (1) Turnout coat
- One (1) Pair of turnout pants
- One (1) Helmet
- One (1) Pair of structural firefighting boots
- One (1) Nomex hood
- One (1) pair of eye protection
- One (1) pair of firefighters' gloves
- One (1) Pair of extrication style gloves

Employees shall have access to any and all other Personal Protective Equipment (“PPE”) required for their position classification. All issued items shall meet or exceed OSHA and/or NFPA specification standards. All employees covered by this Agreement who must wear corrective lenses while using SCBA shall be issued their own facepiece fitted with spectacles inside of the facepiece.

Section 3: All clothing and/or equipment in Section 1 shall be provided from existing departmental supply when available, or ordered if not readily available.

Section 4: All sworn Union employees who are members of Local 1605 may wear the I.A.F.F. Rocker under the Departmental patch.

Section 5: The County agrees that the Union shall have one (1) representative on any committee that is responsible for setting specifications for firefighter personal protective equipment that is issued to Union members.

#### **ARTICLE 18 -BEREAVEMENT LEAVE**

Section 1: A regular full-time employee who experiences the death of an immediate family member may take off up to twenty-four (24) hours with pay to attend services and handle related matters. An immediate family member is defined as mother, father, parent-in-law, step-parent, spouse, grandparent, grandchild, child, step-child, brother, sister, step-sibling, foster parent, or foster child as recognized by law, or other persons residing with the employee. The employee should notify his or her supervisor as soon as possible of the death and plans to take bereavement leave.

Section 2: If an employee needs more than twenty-four (24) hours of bereavement leave, the employee may use up to twenty-four (24) additional hours of any available leave for bereavement purposes. If sick leave is used for additional bereavement leave and is coded SICK BEREAVEMENT on time reporting records, an employee’s use of sick leave for bereavement purposes will not be counted against the employee’s eligibility under the sick leave incentive program as outlined in the County Handbook.

#### **ARTICLE 19 – GRIEVANCE PROCEDURE**

##### **Section 1: Grievance Coverage**

- A. A “grievance” is defined as an alleged violation of this Agreement or a dispute concerning the meaning, interpretation, or application of this Agreement or any terms or provisions thereof.

- B. Any employee or group of employees covered by this Agreement may present grievances to IAFF Local 1605 to have those grievances resolved. However, only IAFF Local 1605 may file a grievance pursuant to this grievance procedure.
- C. The County has the exclusive right to discipline and discharge an employee. However, disciplinary matters may be grieved by an employee in accordance with the provisions of the County Grievance Procedure and any revisions thereto.
- D. The procedures set forth in this Section shall be the exclusive remedy for the resolution of grievances filed by the Union. The Union may not file a grievance pursuant to the County Grievance Procedure or any revisions thereto.

## **Section 2: Exclusions**

There are certain instances when a grievance cannot be filed. The following situations identify those instances that would not be considered as justifiable reasons for a grievance action:

- (1) Actions taken by the County Commissioners are not subject to grievance.
- (2) Non-selection for promotion is not subject to grievance.
- (3) Disciplinary actions and discharges are not subject to grievance.
- (4) Performance appraisals which meet the minimum score for a merit increase.
- (5) Position classifications are not subject to grievance.
- (6) Actions resulting from a reorganization, administrative transfer, or administrative demotion are not subject to grievance.

## **Section 3: - Procedure.**

All grievances shall be in writing on an approved grievance form. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee and the specific provisions of this Agreement alleged to have been violated. All grievances shall be processed in the following manner:

### **Step 1:**

The Union will submit the grievance in writing within fourteen (14) calendar days of the occurrence of the actions being grieved or within fourteen (14) calendar days of the Union having reasonable knowledge of the actions, to the Director of the Division of Emergency Services (DES). The Director of DES or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

**Step 2:**

If not resolved at Step 1, the Union may appeal the grievance on the approved form to the Director of Human Resources within fourteen (14) calendar days of the date of the Step 1 decision. The Director of Human Resources or his/her designee shall meet with the Union and the aggrieved Employee to discuss the grievance within fourteen (14) calendar days of receipt of the grievance form and shall reply to the Union, in writing, within fourteen (14) calendar days after the meeting.

**Step 3:**

If not resolved at Step 2, the Union may appeal the grievance on the approved form to the County Administrator or his/her designee within fourteen (14) calendar days of the date of the Step 2 decision. The appeal shall state specifically the substance of the grievance and identify the aggrieved Employee(s) and the specific provisions of this Agreement involved. The Union and the aggrieved Employee shall meet with the County Administrator or his/her designee within fourteen (14) calendar days of the filing of the grievance at this Step to discuss its substance and possible resolutions. The County Administrator or his/her designee shall give a decision in writing within fourteen (14) calendar days after the aforesaid meeting.

**Step 4**

If the grievance has not been resolved in step 3, the Union may, within fourteen (14) calendar days following the Step 3 decision from the County Administrator, submit the grievance to arbitration through the Federal Mediation and Conciliation Service (FMCS). The FMCS shall supply a list of five qualified labor arbitrators from the Washington, D.C. Metropolitan area. Both the Employer and the Union shall have the right to strike two names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. After the selection of the arbitrator as outlined above, the party requesting arbitration shall advise the FMCS of the name of the arbitrator.

The decision of the arbitrator shall be final and binding on the parties hereto. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer.

Each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made by a qualified Court Reporter. The cost of a verbatim record for proceedings shall be borne by the party causing the record to be made or, if requested by both, shall be split equally.

**Section 4. - Time Limits.**

- (A) A grievance must be presented and processed in accordance with the steps, time limits, and conditions contained in this Article. The Employer and Union recognize that time is of the essence and the prompt settlement of grievances is important to a sound and harmonious relationship.

- (B) If the Employer fails to provide an answer to a grievance within the time limits so provided, the Employee or Union may immediately appeal to the next step.
- (C) The failure of the Union to act upon a grievance within the time limits shall be deemed a forfeiture of the right to advance further in the grievance process.
- (D) The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Employer and the Union.

#### **ARTICLE 20 – NO STRIKE/NO LOCKOUT**

The County and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. During the term of this Agreement, neither the Union nor its agents or any employee, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this Agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

#### **ARTICLE 21 – SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect; and upon issuance of such a decision, the County and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

#### **ARTICLE 22 – DURATION**

This Agreement shall become effective on the date set forth below, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2025. This Agreement shall automatically reopen on July 1, 2023 and July 1, 2024 for the sole and limited purpose of negotiating possible changes in the pay scale attached as Exhibit A. The Parties may commence such reopener negotiations on or after January 1<sup>st</sup> of the year in which the agreement reopens.

This Agreement shall be automatically renewed from year to year after June 30, 2025, unless either party shall notify the other in writing no later than October 1, 2024, (or October 1st of any subsequent year thereafter in the case of an automatic renewal) that it desires to terminate, modify or amend this Agreement.

The County and the Union agree that the parties may enter into mutually acceptable side letter agreements to clarify provisions of this Agreement during its term.

*This Agreement, consisting of 17 pages, is signed on this \_\_\_\_\_ day of October 2022, in Washington County, Maryland.*

The Board of County Commissioners  
of Washington County, Maryland

\_\_\_\_\_  
Justin Malott, President IAFF 1605

By: \_\_\_\_\_  
Jeffrey A. Cline, Commissioner President

\_\_\_\_\_  
Keli Smith, V.P. IAFF 1605

\_\_\_\_\_  
Terry Doyle, IAFF 1605

\_\_\_\_\_  
Shawn Hartsock, IAFF 1605



**Washington County Government**  
**FY23 DES Field Staff Salary Scale (2496 work hours)**  
**7/1/2022**

		STEP																			
Grade	Position	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		Base	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
8	Batt Chief	61,901	63,448	65,046	66,668	68,340	70,038	71,785	73,582	75,429	77,326	79,248	81,220	83,242	85,313	87,435	89,631	91,878	94,174	96,520	98,941
		24.80	25.42	26.06	26.71	27.38	28.06	28.76	29.48	30.22	30.98	31.75	32.54	33.35	34.18	35.03	35.91	36.81	37.73	38.67	39.64
7	Captain	57,308	58,731	60,204	61,701	63,249	64,821	66,444	68,116	69,813	71,560	73,357	75,180	77,052	78,973	80,945	82,967	85,039	87,160	89,332	91,553
		22.96	23.53	24.12	24.72	25.34	25.97	26.62	27.29	27.97	28.67	29.39	30.12	30.87	31.64	32.43	33.24	34.07	34.92	35.79	36.68
6	FF/LT	53,065	54,388	55,736	57,133	58,556	60,029	61,526	63,074	64,646	66,269	67,916	69,613	71,361	73,133	74,955	76,827	78,749	80,721	82,742	84,814
		21.26	21.79	22.33	22.89	23.46	24.05	24.65	25.27	25.90	26.55	27.21	27.89	28.59	29.30	30.03	30.78	31.55	32.34	33.15	33.98
5	FF-Tech	49,121	50,344	51,592	52,890	54,213	55,561	56,959	58,381	59,829	61,327	62,849	64,422	66,044	67,692	69,389	71,136	72,908	74,730	76,602	78,524
	FF-PM	19.68	20.17	20.67	21.19	21.72	22.26	22.82	23.39	23.97	24.57	25.18	25.81	26.46	27.12	27.80	28.50	29.21	29.94	30.69	31.46
4	FF/FAO	45,502	46,650	47,823	49,021	50,244	51,492	52,790	54,113	55,461	56,859	58,282	59,729	61,227	62,749	64,322	65,919	67,567	69,264	70,986	72,758
		18.23	18.69	19.16	19.64	20.13	20.63	21.15	21.68	22.22	22.78	23.35	23.93	24.53	25.14	25.77	26.41	27.07	27.75	28.44	29.15
3	Firefighter	42,132	43,181	44,254	45,352	46,476	47,649	48,847	50,070	51,318	52,591	53,914	55,261	56,634	58,057	59,505	61,002	62,525	64,097	65,695	67,342
		16.88	17.30	17.73	18.17	18.62	19.09	19.57	20.06	20.56	21.07	21.60	22.14	22.69	23.26	23.84	24.44	25.05	25.68	26.32	26.98
2	Recruit	38,988	39,961	40,959	41,983	43,031	44,104	45,203	46,326	47,474	48,672	49,895	51,143	52,416	53,739	55,087	56,460	57,882	59,330	60,803	62,325
		15.62	16.01	16.41	16.82	17.24	17.67	18.11	18.56	19.02	19.50	19.99	20.49	21.00	21.53	22.07	22.62	23.19	23.77	24.36	24.97
1	Reserved																				
	(Future)																				

Grade	STEP																			
	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%	+ 2.5%
8	101,412	103,958	106,554	109,225	111,946	114,741	117,612	120,557	123,577	126,672	129,842	133,087	136,406	139,826	143,320	146,915	150,584	154,353	158,221	162,165
	40.63	41.65	42.69	43.76	44.85	45.97	47.12	48.30	49.51	50.75	52.02	53.32	54.65	56.02	57.42	58.86	60.33	61.84	63.39	64.97
7	93,850	96,196	98,592	101,063	103,584	106,180	108,826	111,546	114,342	117,212	120,132	123,128	126,198	129,343	132,588	135,907	139,302	142,796	146,365	150,035
	37.60	38.54	39.50	40.49	41.50	42.54	43.60	44.69	45.81	46.96	48.13	49.33	50.56	51.82	53.12	54.45	55.81	57.21	58.64	60.11
6	86,936	89,107	91,329	93,600	95,946	98,342	100,813	103,334	105,930	108,576	111,297	114,067	116,913	119,833	122,828	125,898	129,043	132,263	135,558	138,952
	34.83	35.70	36.59	37.50	38.44	39.40	40.39	41.40	42.44	43.50	44.59	45.70	46.84	48.01	49.21	50.44	51.70	52.99	54.31	55.67
5	80,496	82,518	84,589	86,711	88,883	91,104	93,375	95,722	98,118	100,564	103,085	105,656	108,301	110,997	113,768	116,613	119,533	122,529	125,599	128,744
	32.25	33.06	33.89	34.74	35.61	36.50	37.41	38.35	39.31	40.29	41.30	42.33	43.39	44.47	45.58	46.72	47.89	49.09	50.32	51.58
4	74,580	76,452	78,374	80,346	82,343	84,390	86,511	88,683	90,904	93,176	95,497	97,893	100,339	102,860	105,431	108,077	110,772	113,543	116,388	119,309
	29.88	30.63	31.40	32.19	32.99	33.81	34.66	35.53	36.42	37.33	38.26	39.22	40.20	41.21	42.24	43.30	44.38	45.49	46.63	47.80
3	69,014	70,737	72,509	74,331	76,178	78,075	80,022	82,019	84,065	86,162	88,308	90,505	92,776	95,098	97,469	99,915	102,411	104,982	107,603	110,298
	27.65	28.34	29.05	29.78	30.52	31.28	32.06	32.86	33.68	34.52	35.38	36.26	37.17	38.10	39.05	40.03	41.03	42.06	43.11	44.19
2	63,873	65,470	67,117	68,790	70,512	72,284	74,081	75,928	77,825	79,772	81,769	83,816	85,912	88,059	90,255	92,502	94,823	97,194	99,615	102,111
	25.59	26.23	26.89	27.56	28.25	28.96	29.68	30.42	31.18	31.96	32.76	33.58	34.42	35.28	36.16	37.06	37.99	38.94	39.91	40.91
1																				



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Black Empowerment Summit 2023

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Kalim Johnson, Executive Director, African American Aggregate Association, DBA, E.A.R.N.

**RECOMMENDED MOTION:** Approve funding request of \$5,000.00

**REPORT-IN-BRIEF:** To discuss the funding needs of the upcoming Summit. We are seeking \$5000.00 for marketing needs and scholarships. We are set for 3/12/2023 at the Maryland Theatre and we will be utilizing the entire building with a forecast of 700 to 1000 attendees and 50 vendors.

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ATTACHMENTS:** N/A



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Management Bootcamp Certificate Presentation

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Brian Overcash, Safety Compliance and Training Coordinator.

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** 23 selected County staff completed Management Bootcamp training conducted by HCC. This training was a total of 49 hours of leadership and management class work.

**DISCUSSION:** Presentation of certificates of completion to County staff members.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Training Certificates to present to staff.

**AUDIO/VISUAL NEEDS:** N/A



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Development Mitigation in Washington County

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Jill Baker, Director; Travis Allen, Comprehensive Planner; and Chris Boggs, Rural Preservation Administrator – Department of Planning and Zoning

**RECOMMENDED MOTION:** This presentation is for informational purposes only. No motion is being requested.

**REPORT-IN-BRIEF:** The purpose of this presentation is to provide a comprehensive view of historic trends of non-residential development in the County, as well as the accompanying mitigation provided by these projects.

**DISCUSSION:** As development continues to progress in the County, citizens have contacted various Staff with concerns about the location and impacts of non-residential development. This presentation will show not only the progression of non-residential development over time, but also discuss efforts to mitigate impacts and preserve our rural areas using comprehensive planning and land preservation strategies.

**FISCAL IMPACT:** n/a

**CONCURRENCES:** n/a

**ALTERNATIVES:** n/a

**ATTACHMENTS:** Slide show presentation

**AUDIO/VISUAL NEEDS:**  [Land Preservation and Development Mitigation.pptx](#)

# Development Mitigation in Washington County, MD

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Jill Baker | *Director*

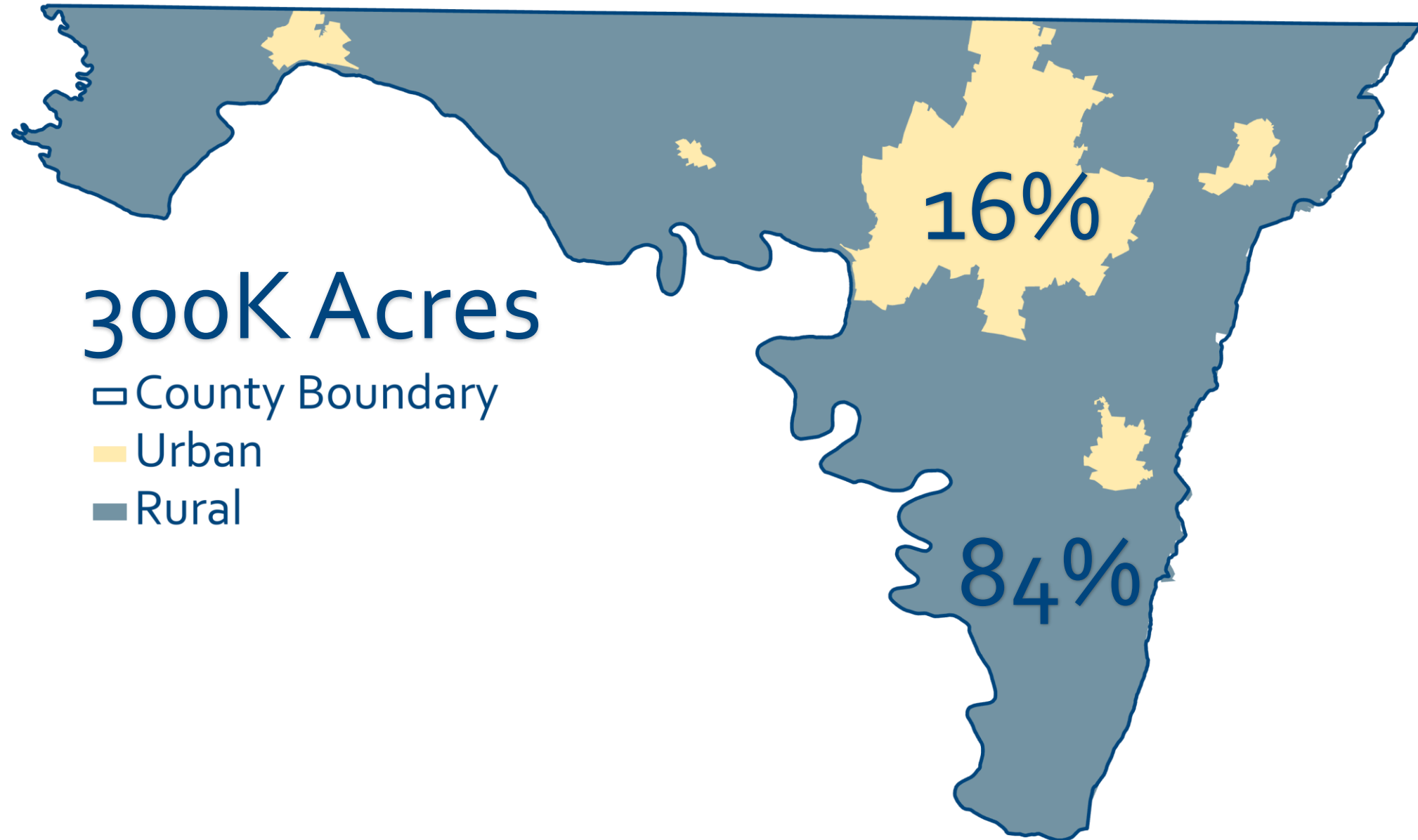
Travis Allen | *Comprehensive Planner*

Chris Boggs | *Rural Preservation Administrator*

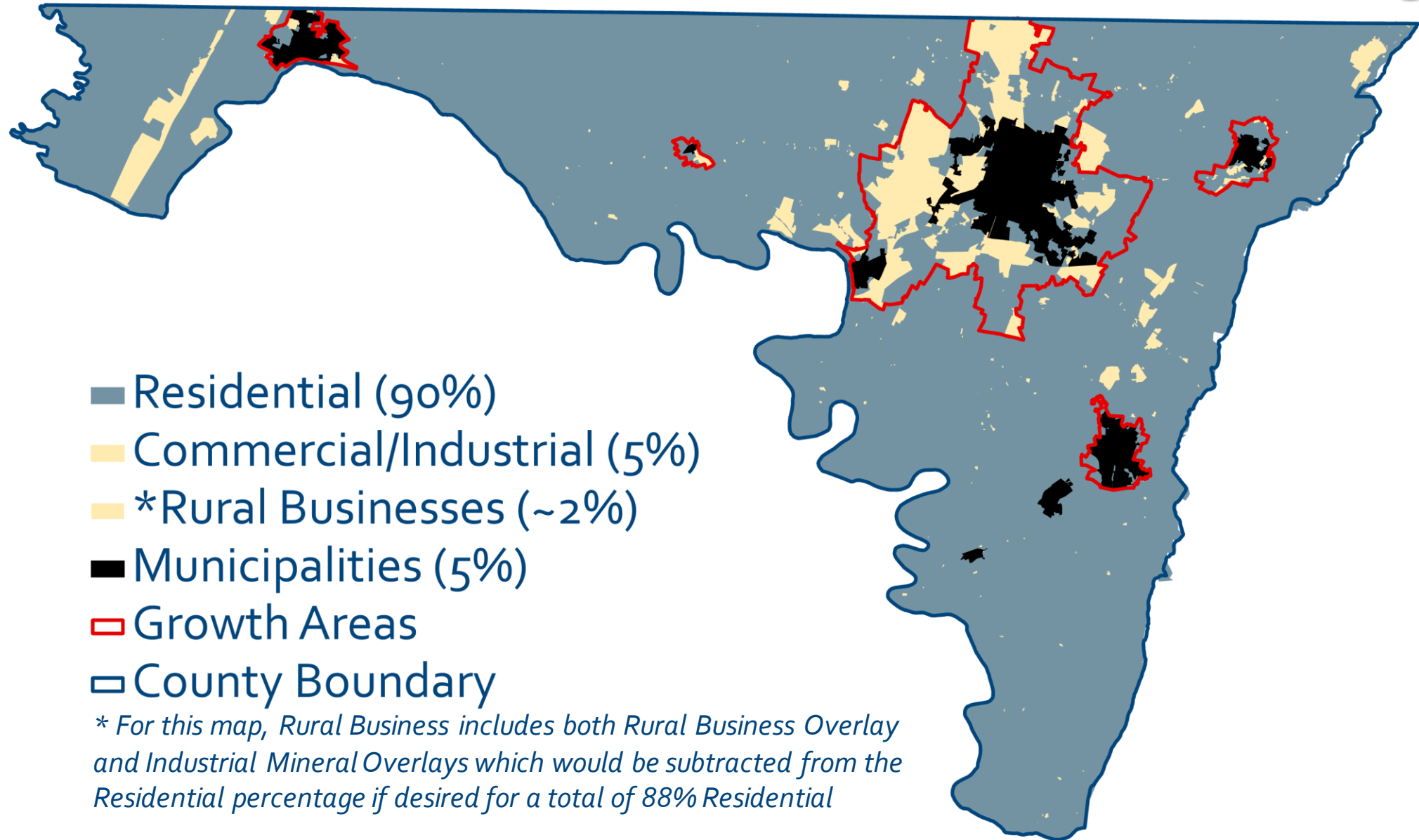
Meghan Jenkins, GISP | *GIS Coordinator*



## What's Urban or Rural?



# Where's the Residential vs Commercial/Industrial Zoning?





# What's Developing?

▶ *Washington County has several zoning categories which allow for industrial uses and manufacturing, focused in growth areas around the County:*

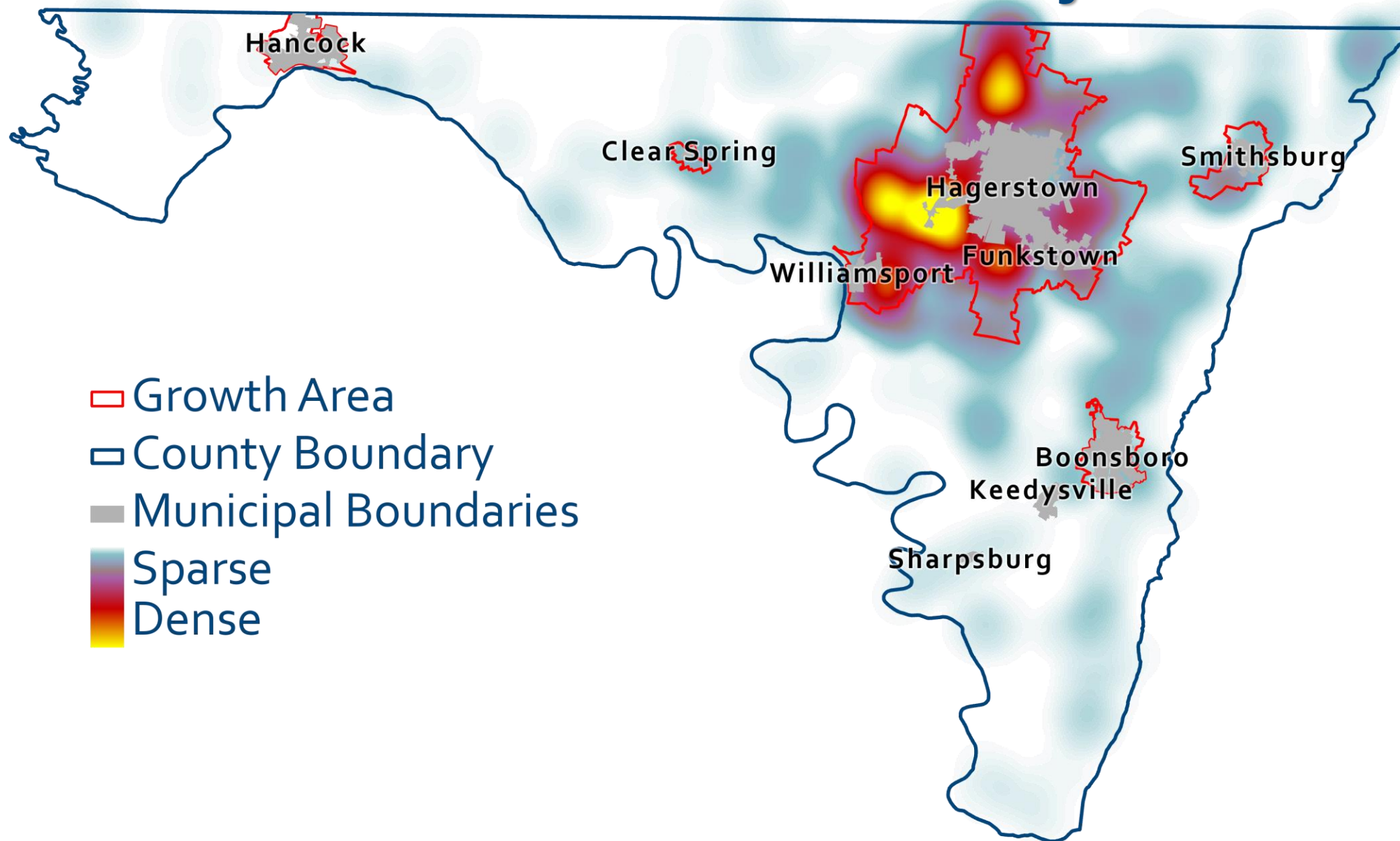
- ▶ *Industrial, General*
- ▶ *Industrial, Restricted*
- ▶ *Planned Industrial*

▶ *These zoning categories comprise approximately **2%** of the 300k acres in the County. Prior to 2012 that was just **1%**. The increase in acreage from 2012 was a recommendation of the Comprehensive Plan.*

2%

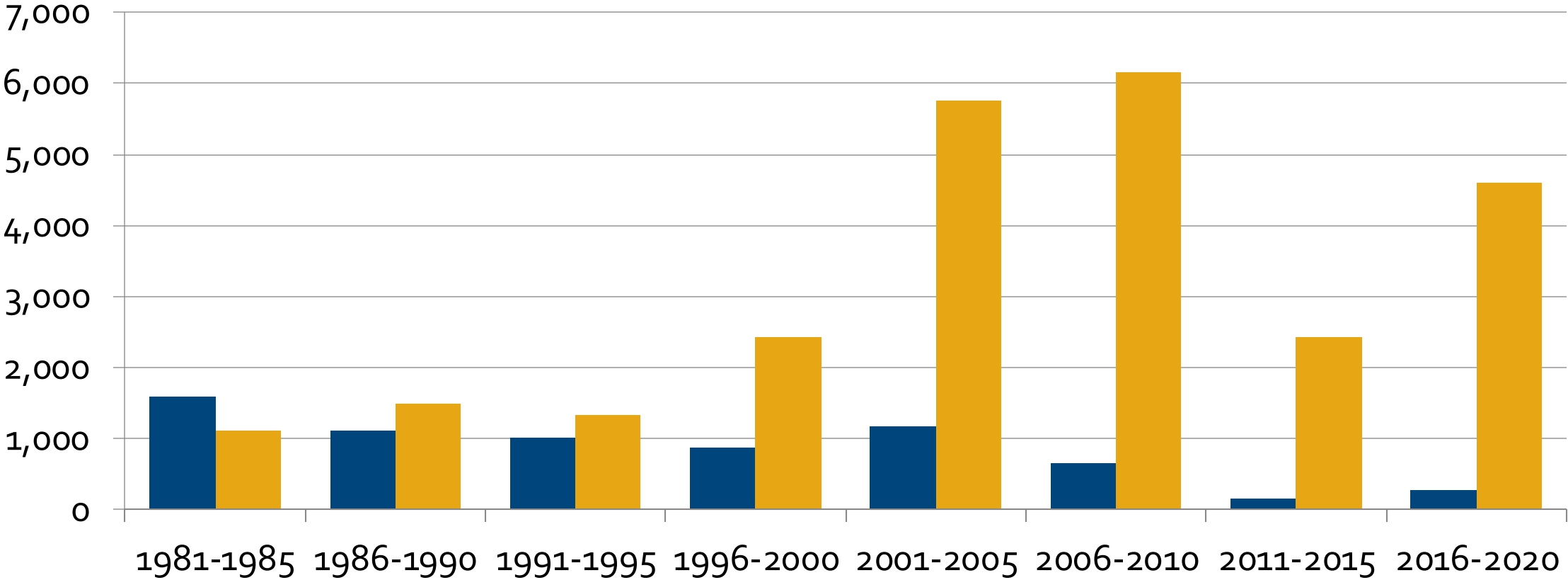


# Cumulative Non-Residential Projects



# Converted vs. Preserved Farmland

■ Converted    ■ Preserved



# How are lands protected and development mitigated?

## ▶ *Recordation and Transfer Taxes*

- ▶ *5-7% of purchase price goes toward fund for preserving agricultural land at both State and County level*

## ▶ *Forest Conservation Act*

- ▶ *Development mitigates by preserving or planting trees*

## ▶ *General Tax Dollars*

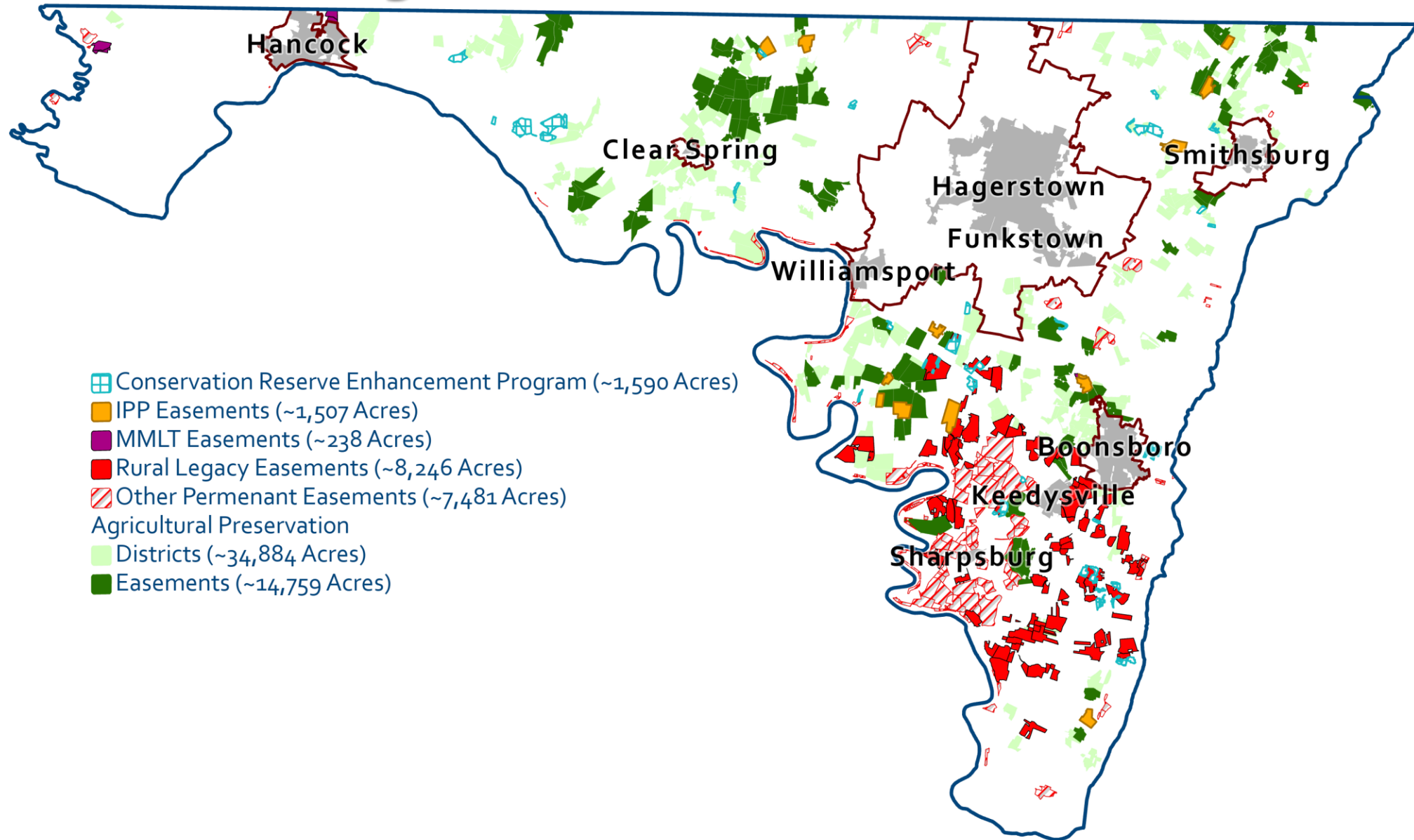
- ▶ *The County owns and maintains parklands*
- ▶ *The County sets aside or has tax credit programs which also protect lands*

## ▶ *Citizen Input*

- ▶ *The Land Preservation Parks and Recreation Plan*
- ▶ *Comprehensive Plan*



# Agricultural Protected Lands



# What's Already Permanently Protected?

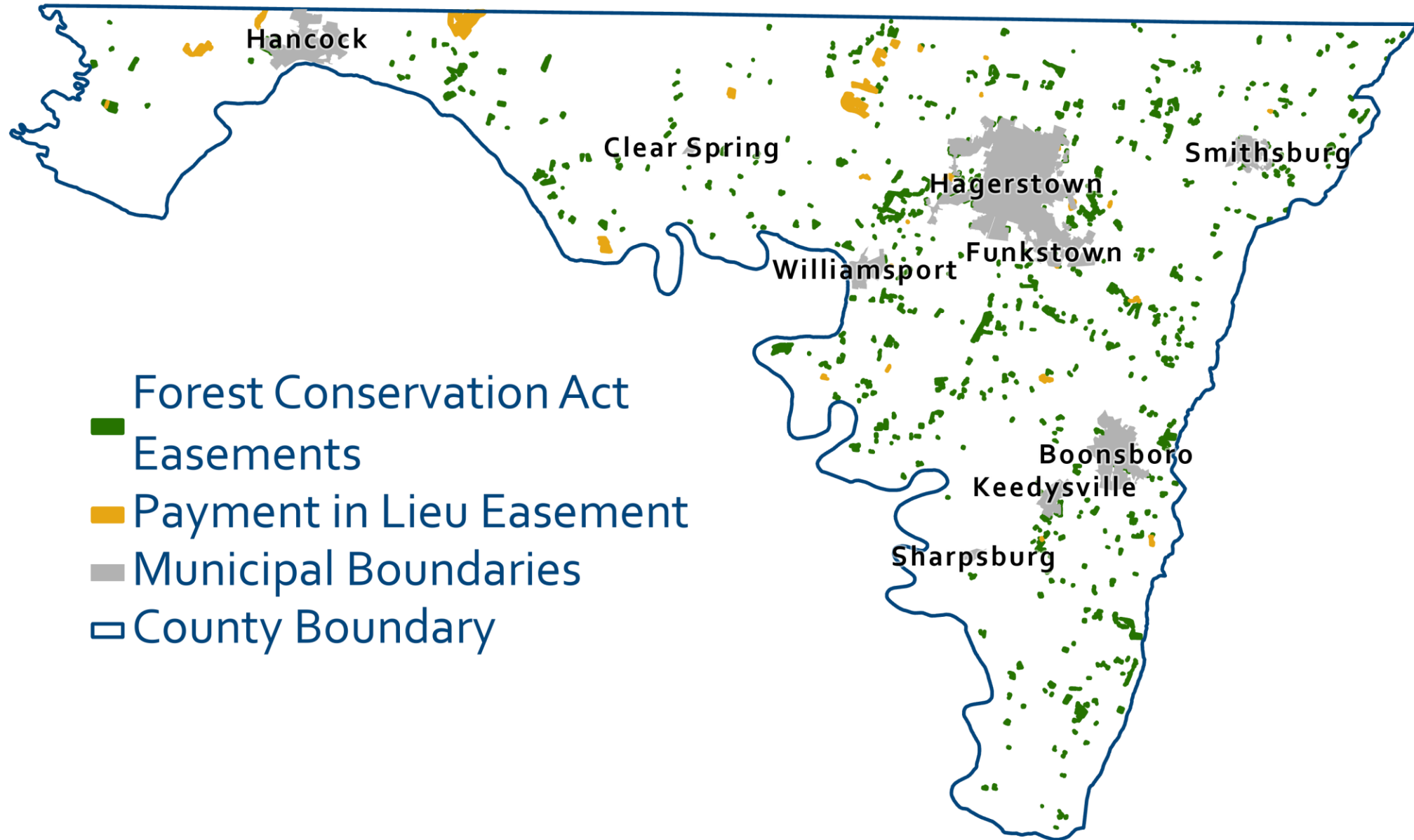
▶ *25 % of the County is already under a form of permanent preservation.*

▶ *An additional 6% of lands are in agreement to not develop through Agricultural District Programs for a total of 31%*

25%

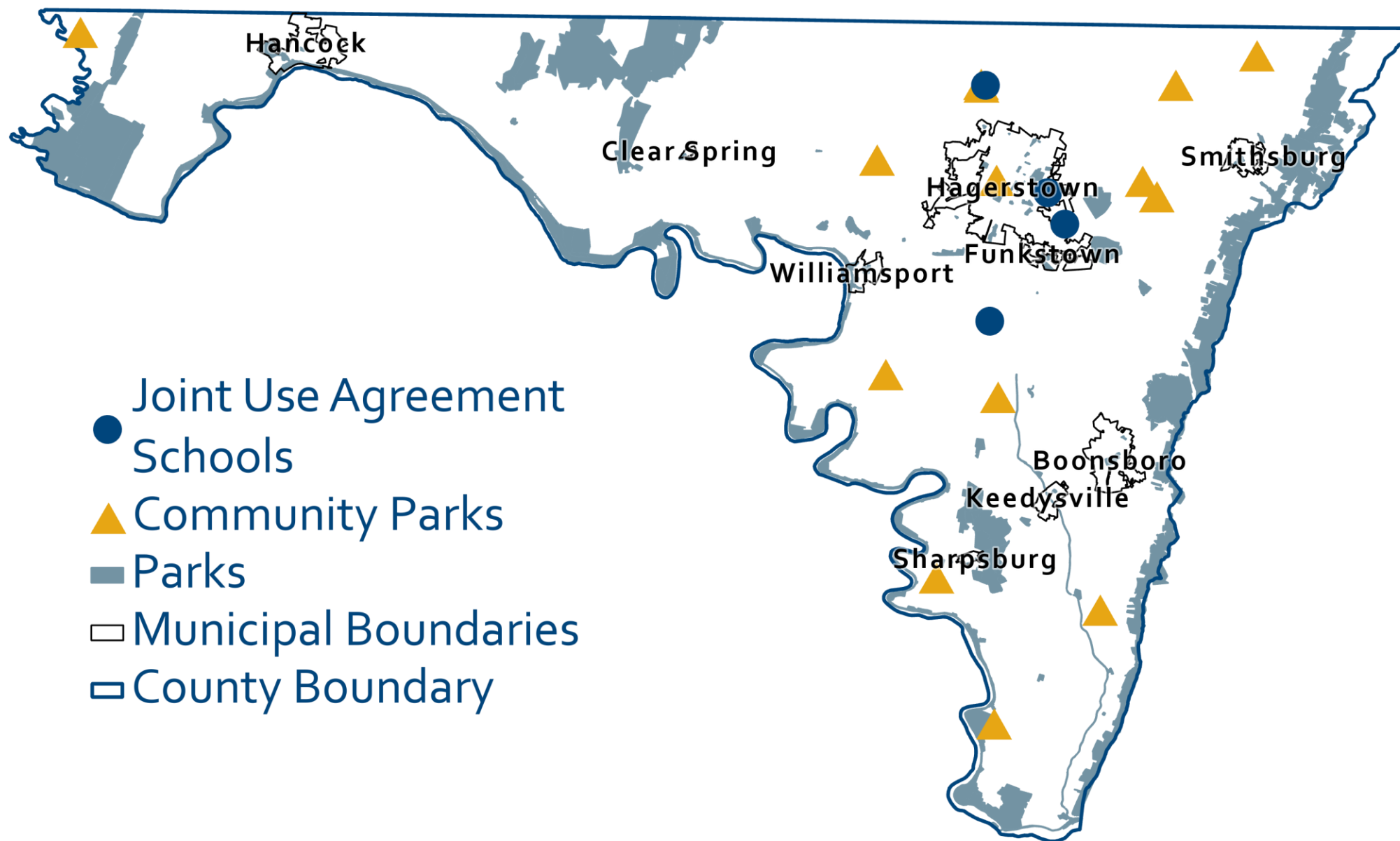


# Forest Easements





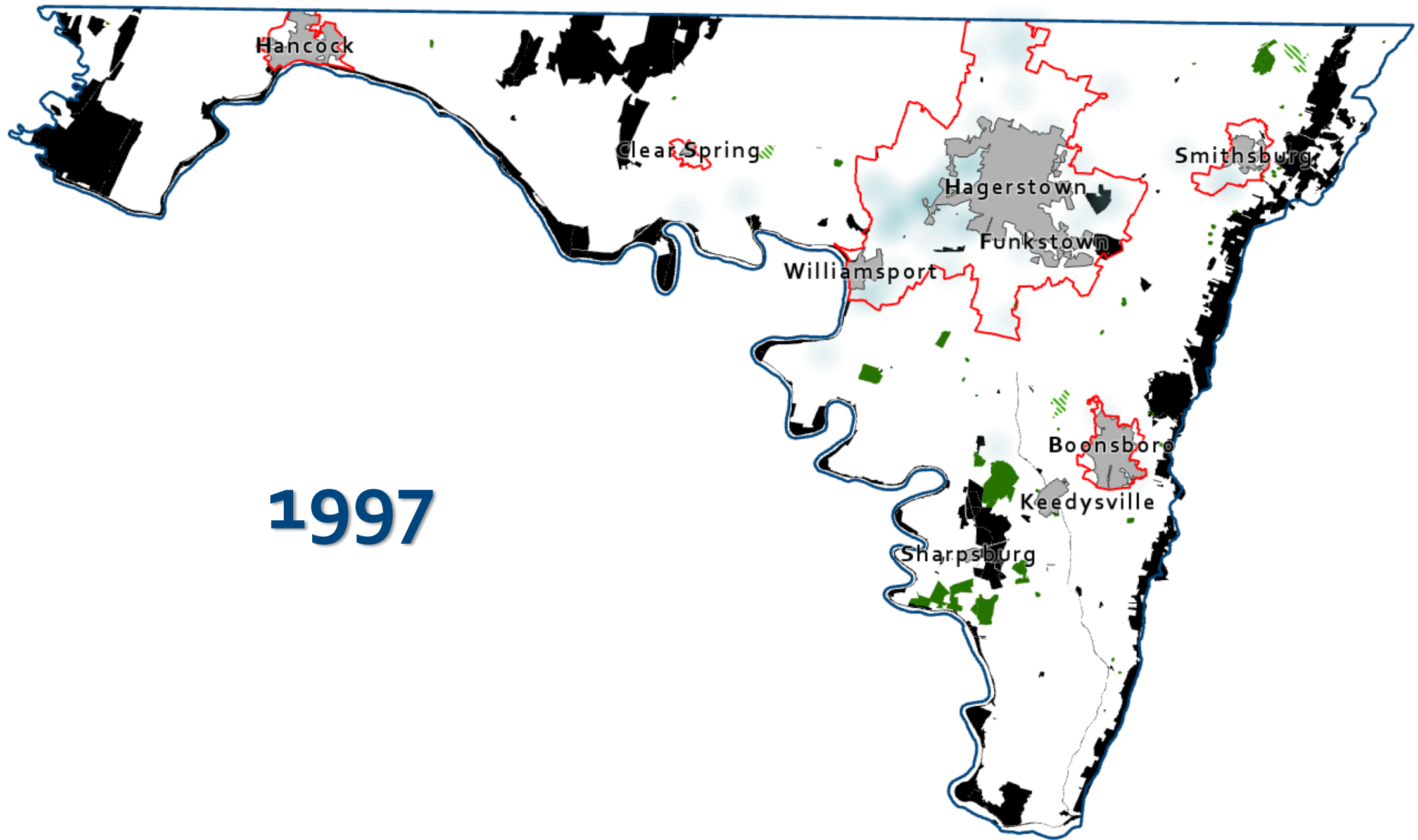
# Parklands



- Joint Use Agreement Schools
- ▲ Community Parks
- Parks
- Municipal Boundaries
- County Boundary

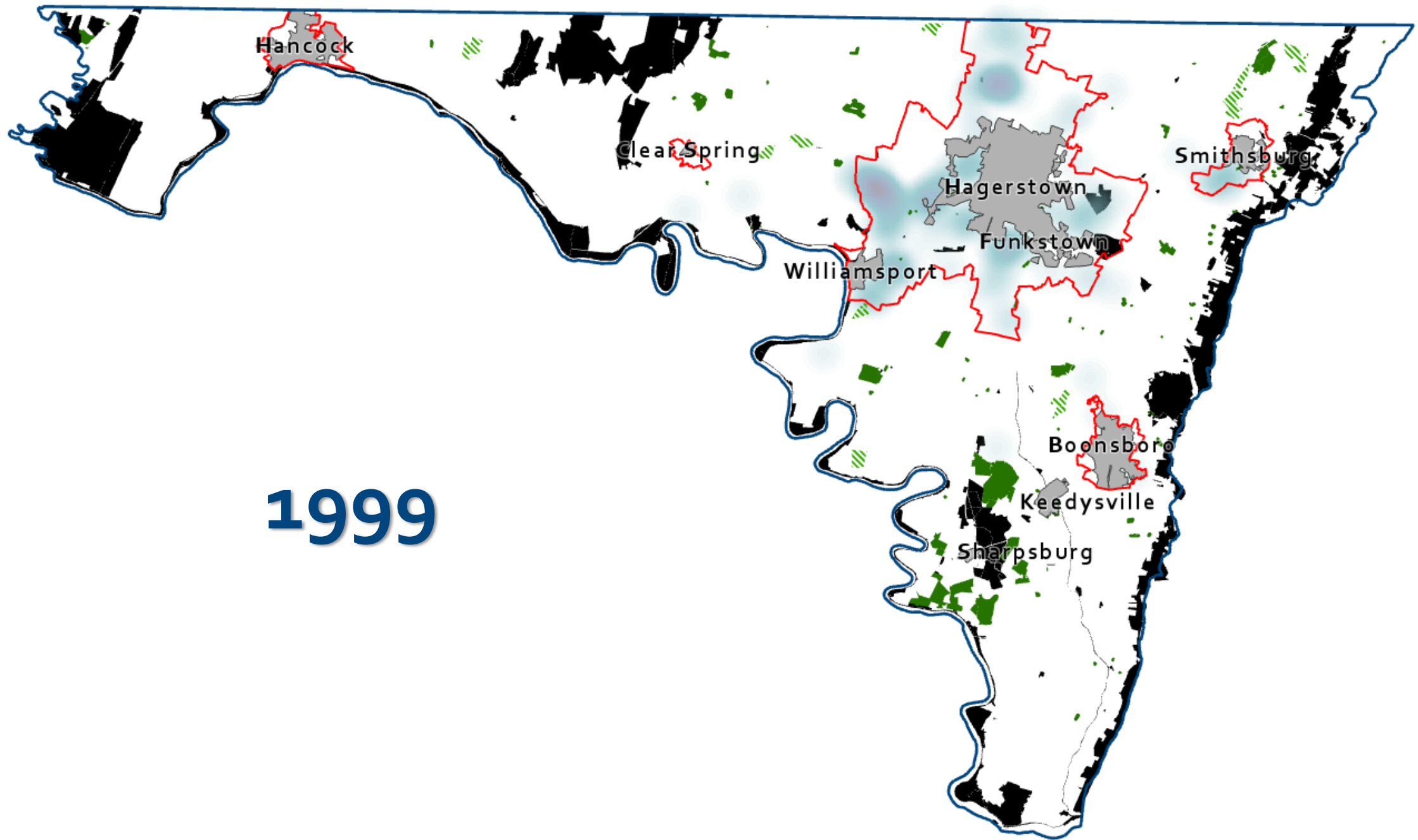


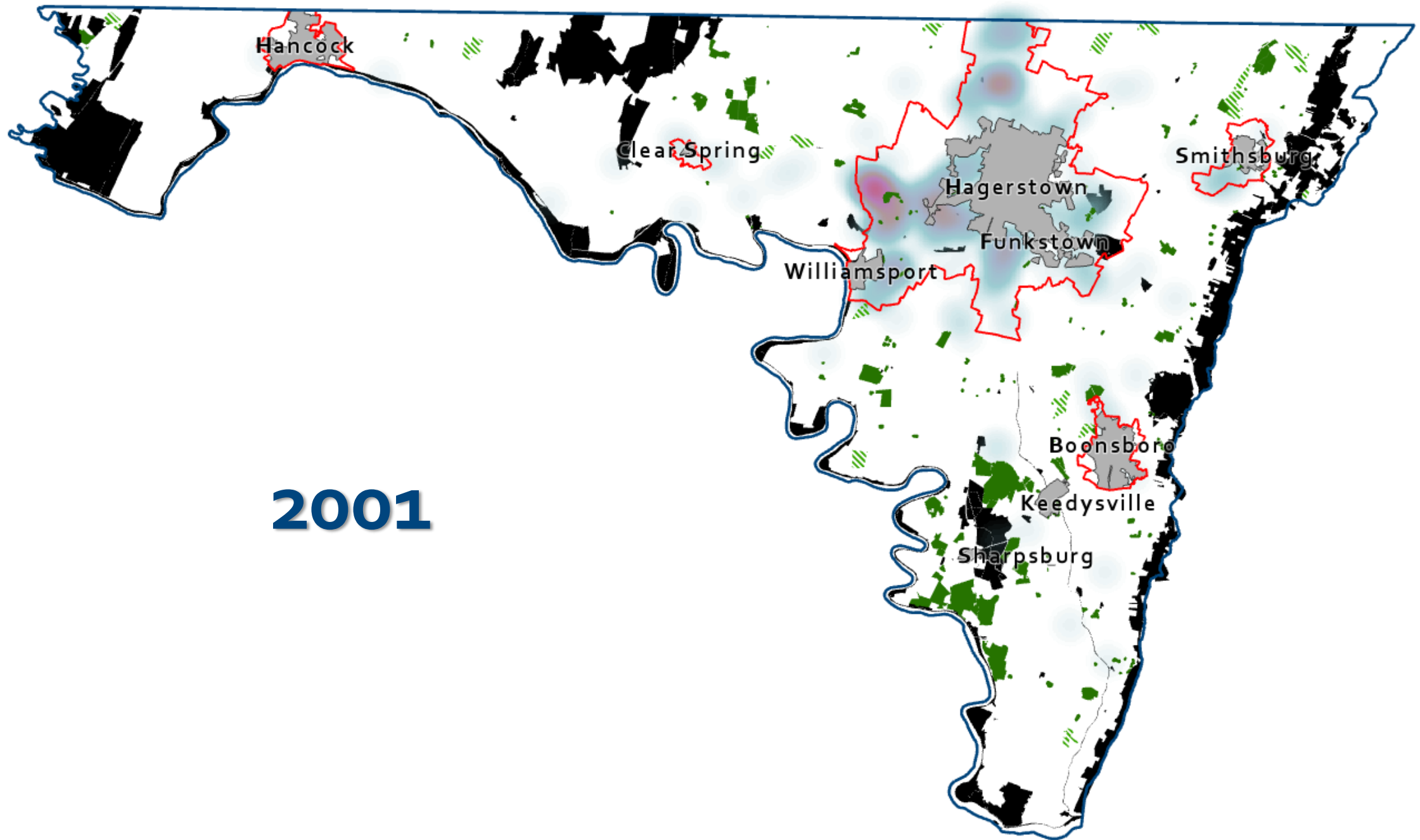




1997

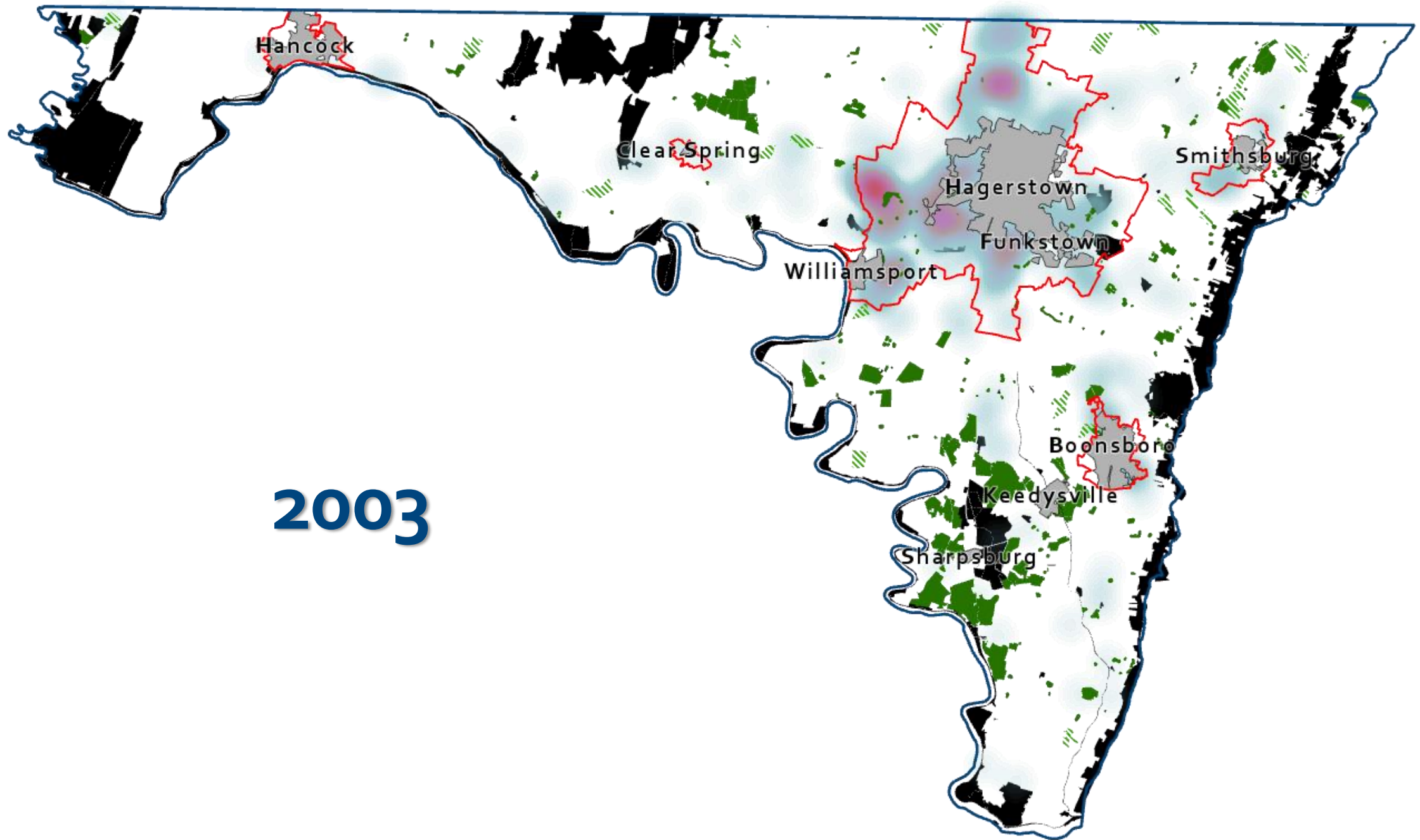






**2001**

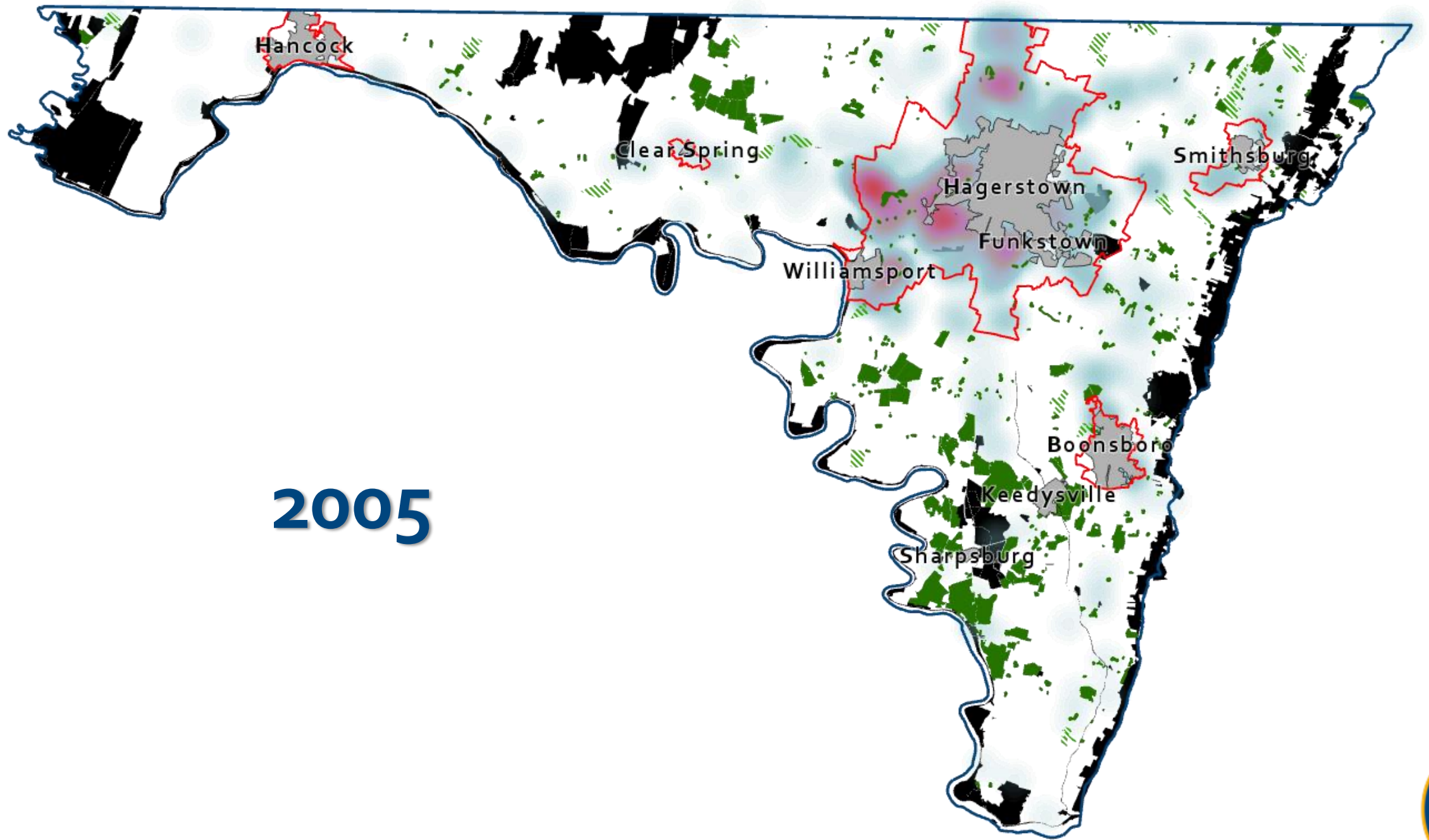


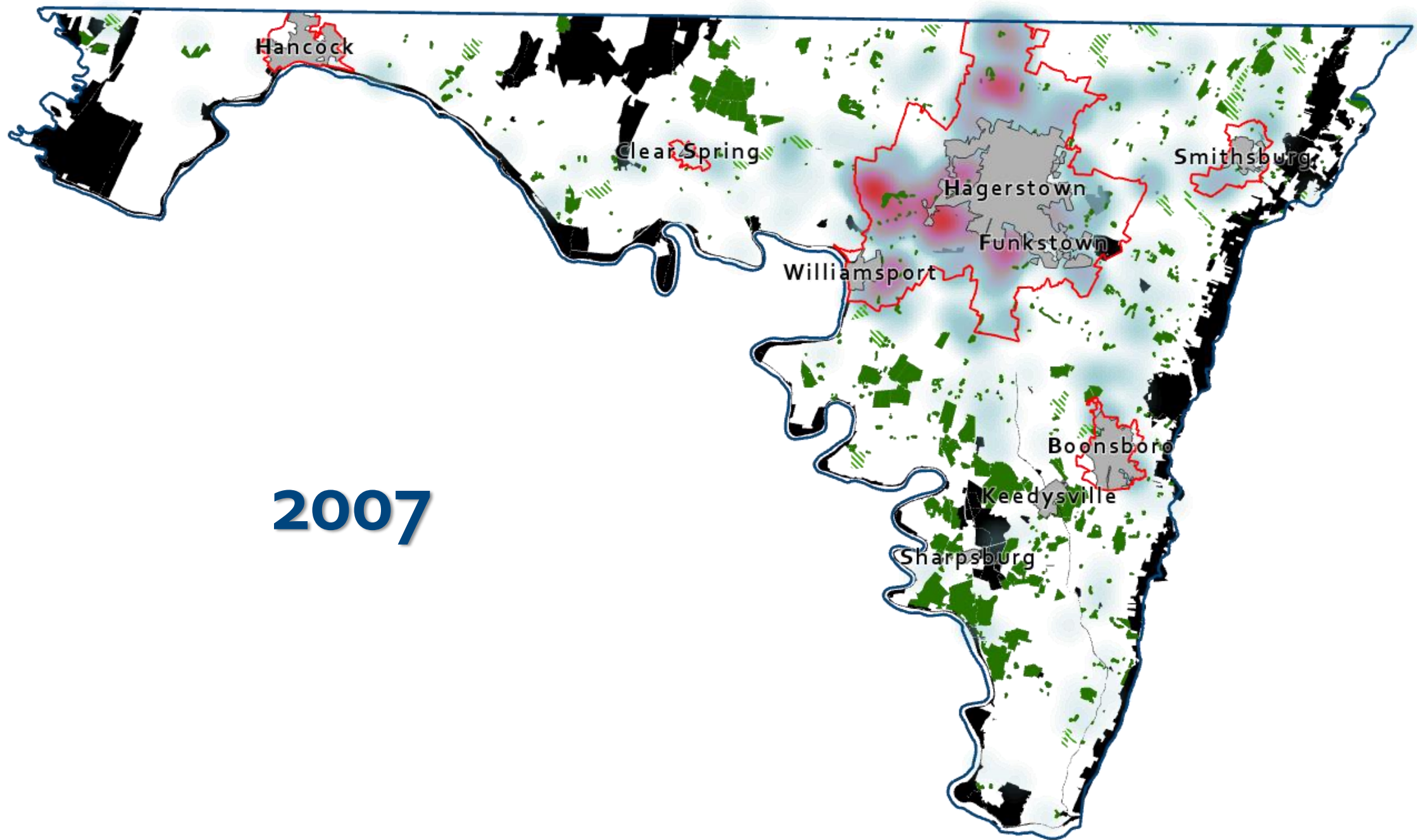


2003



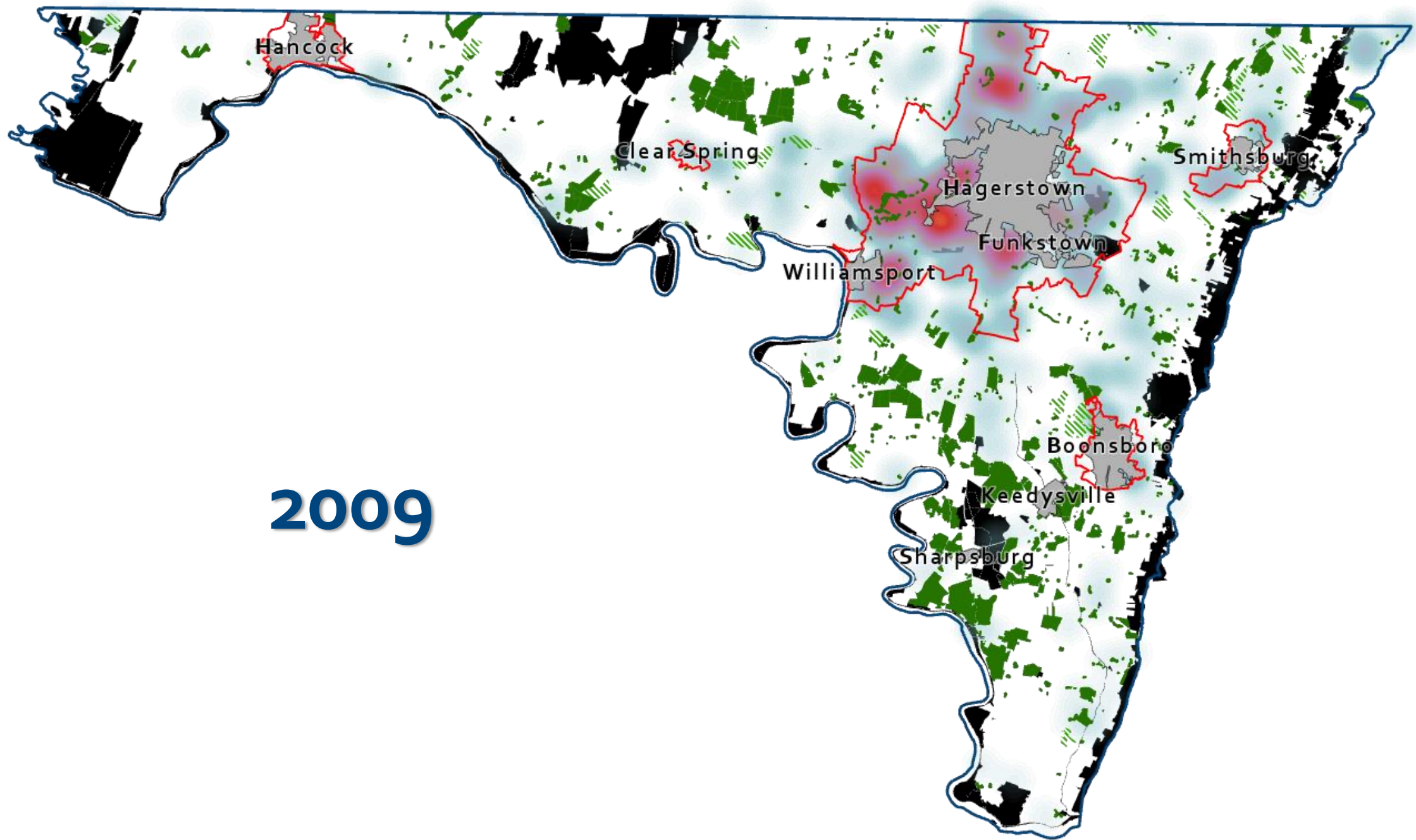






2007

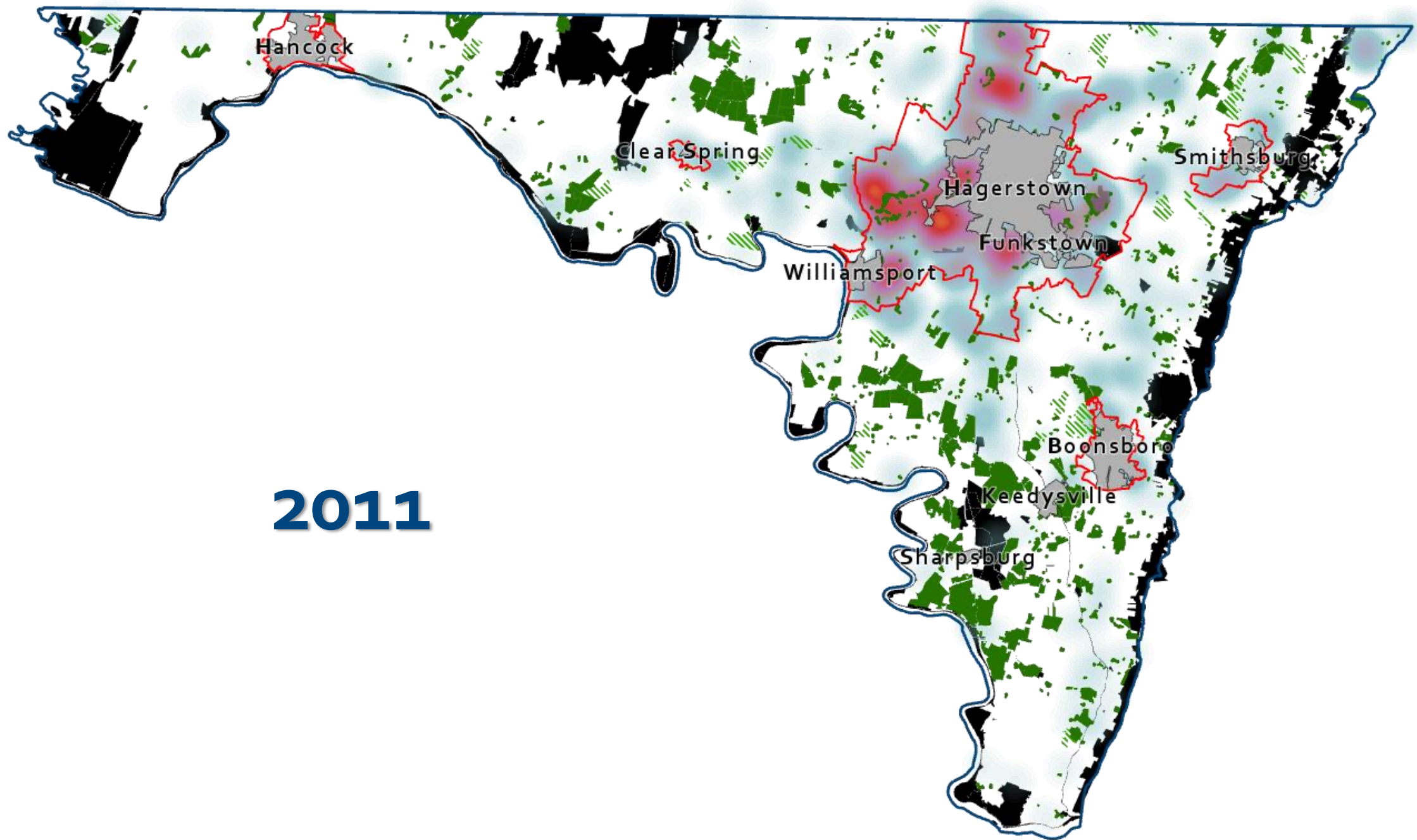




2009



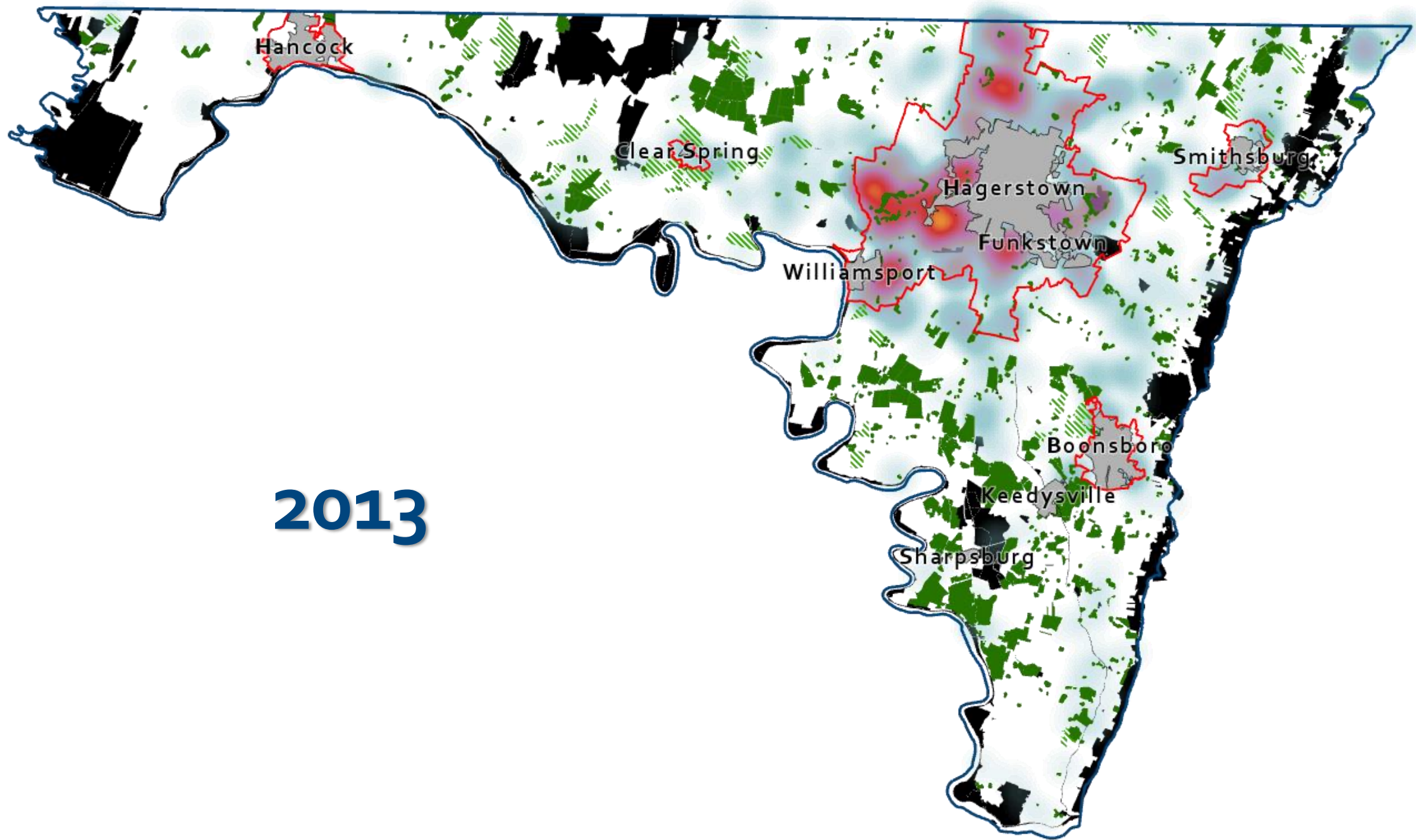




2011

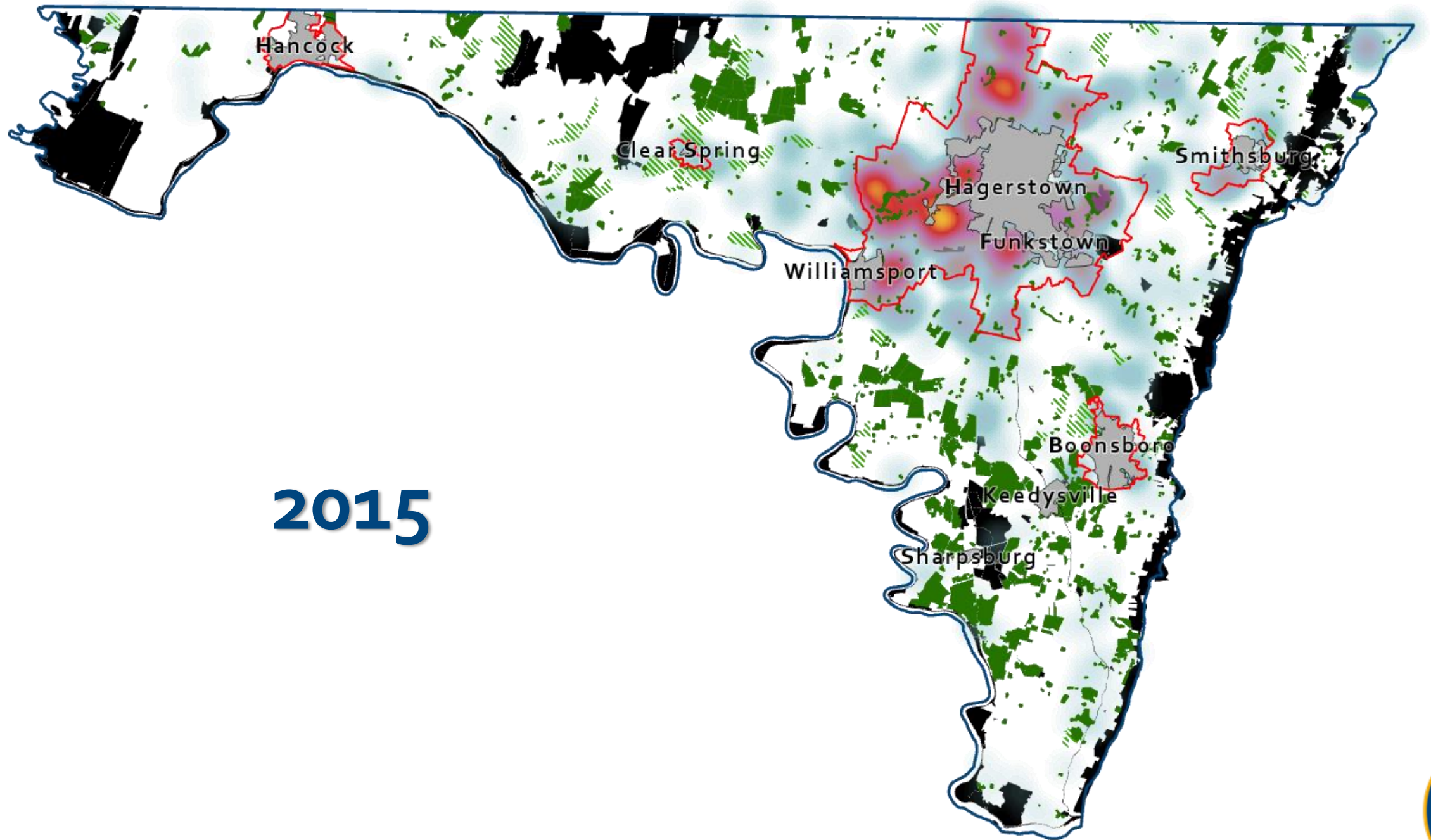






2013

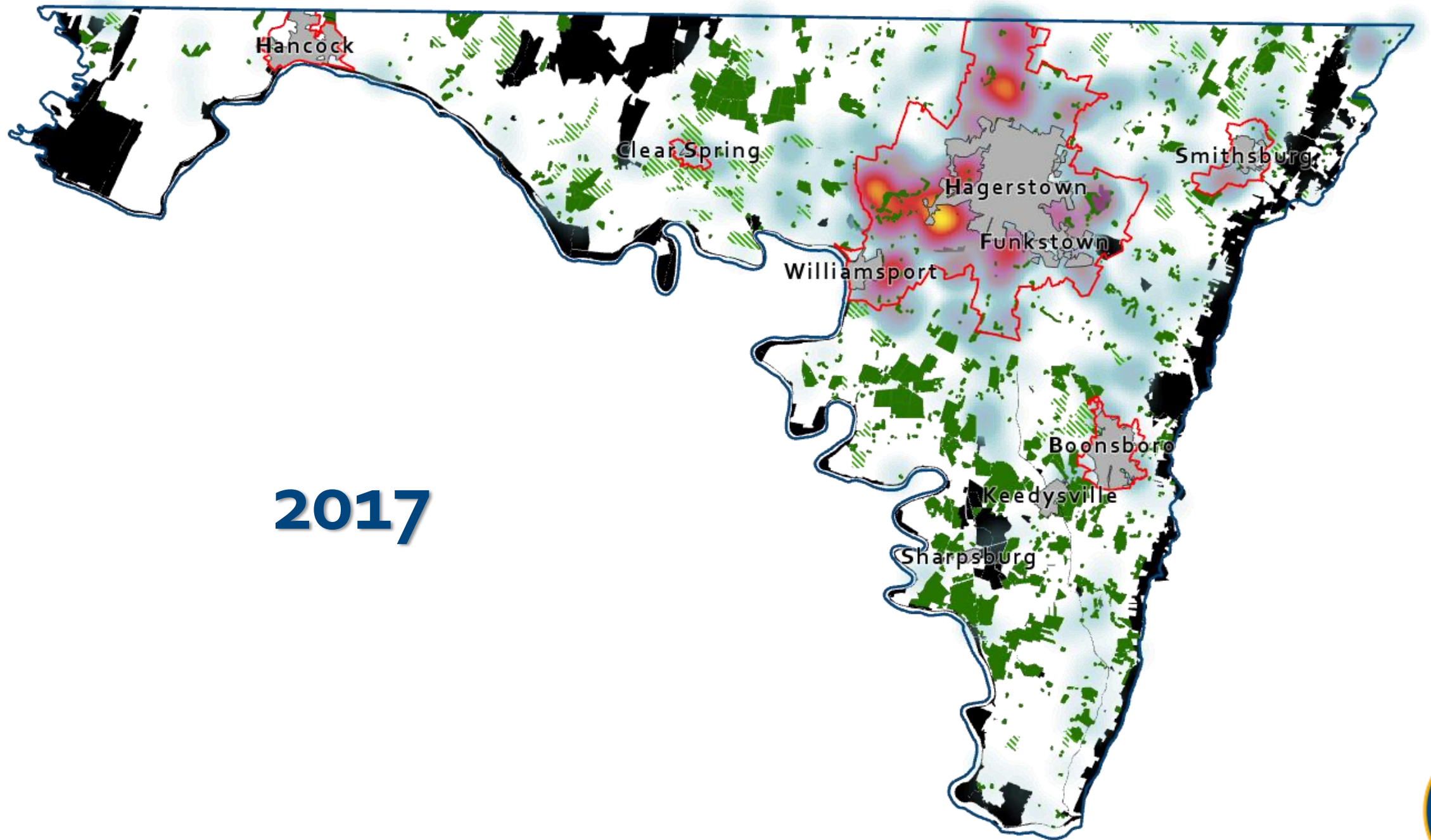


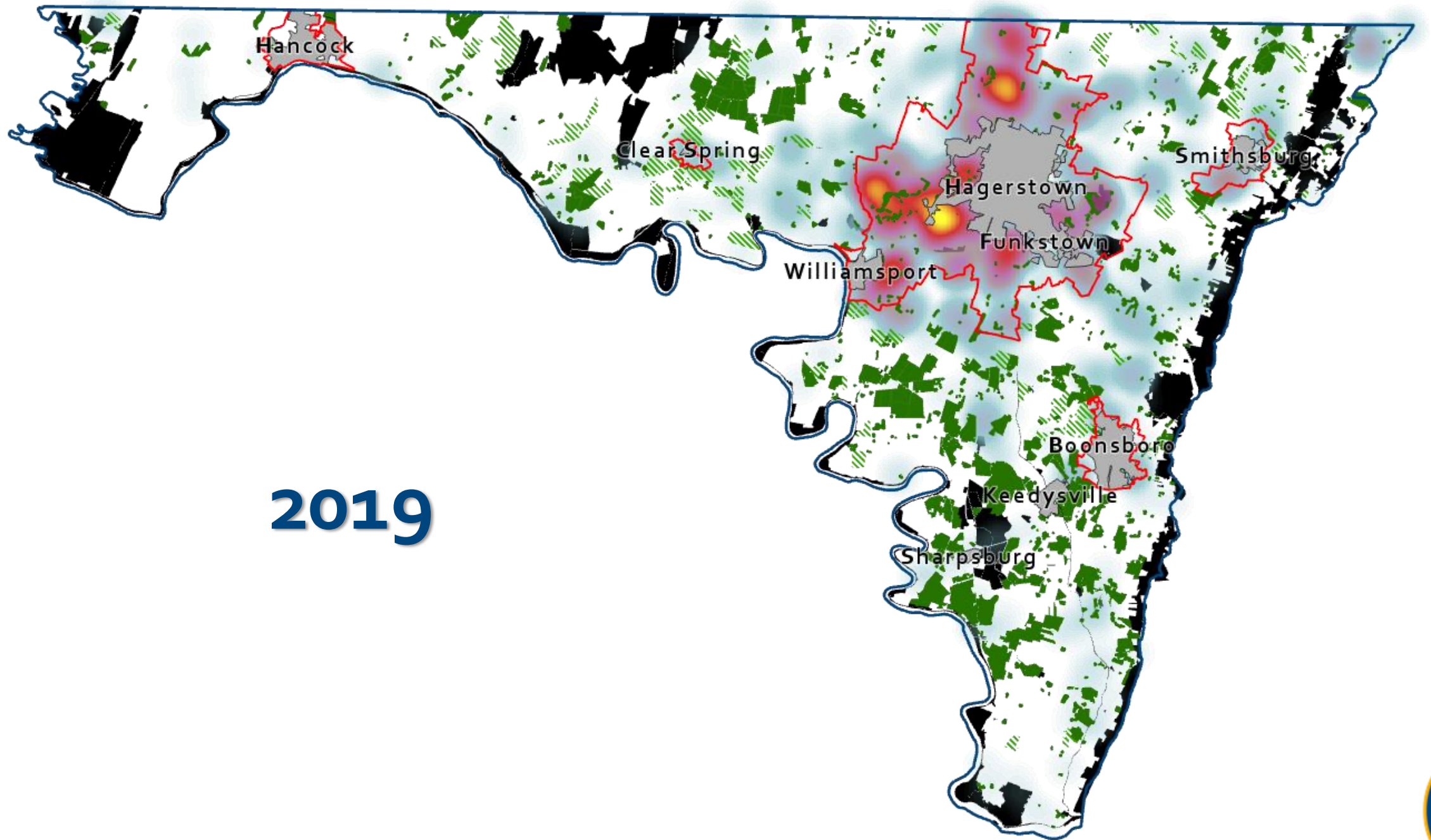


2015





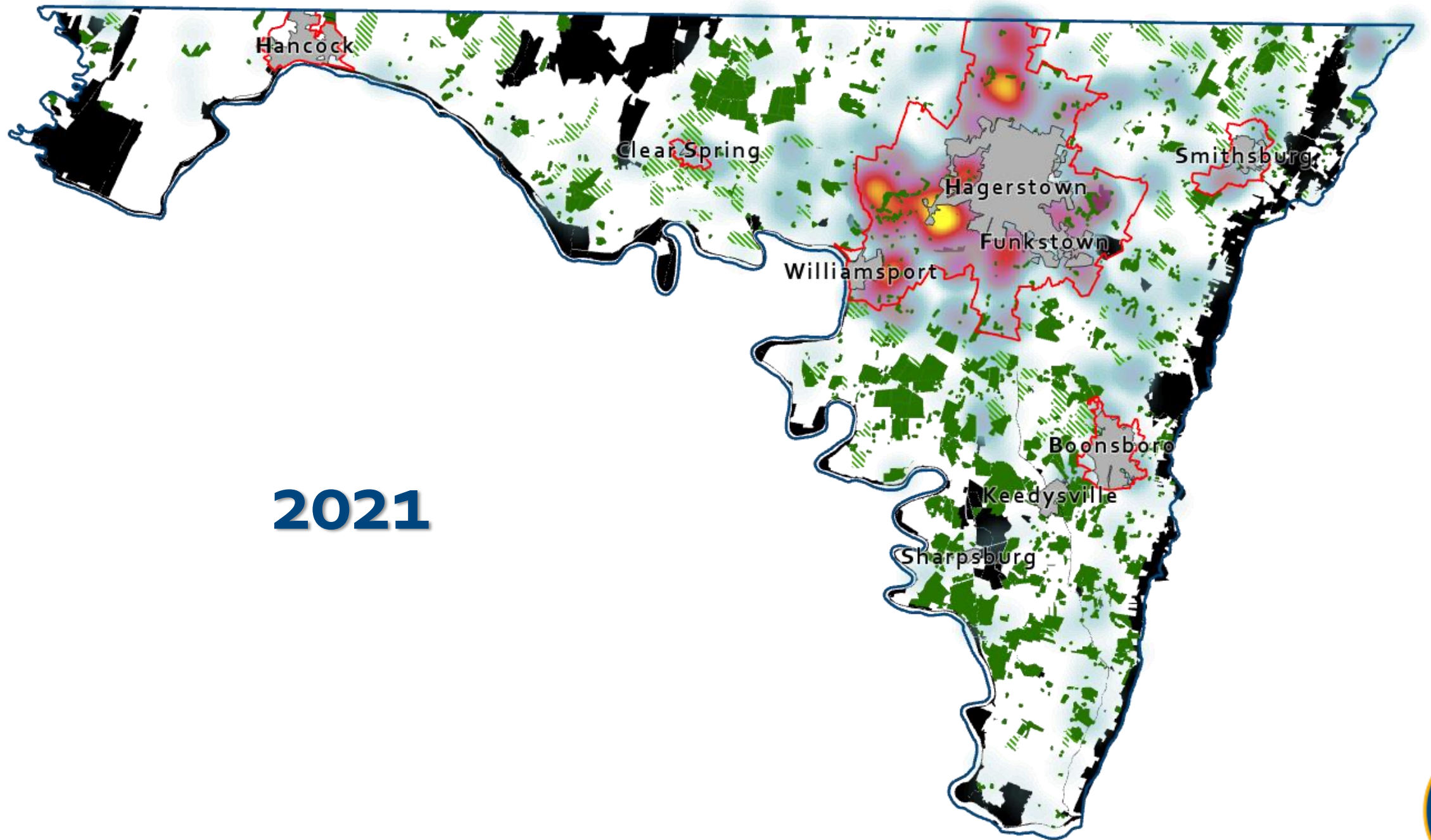




2019

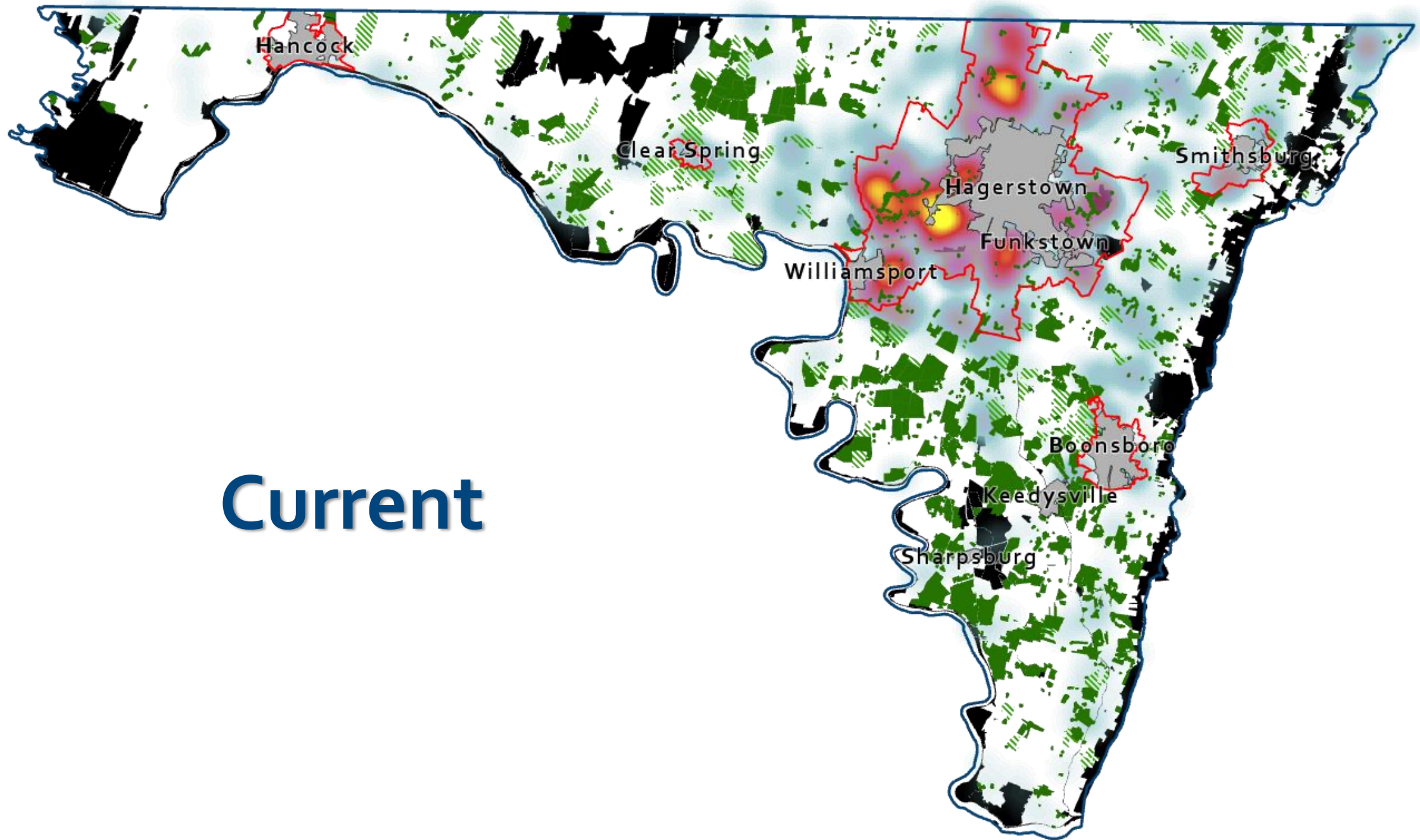






**2021**



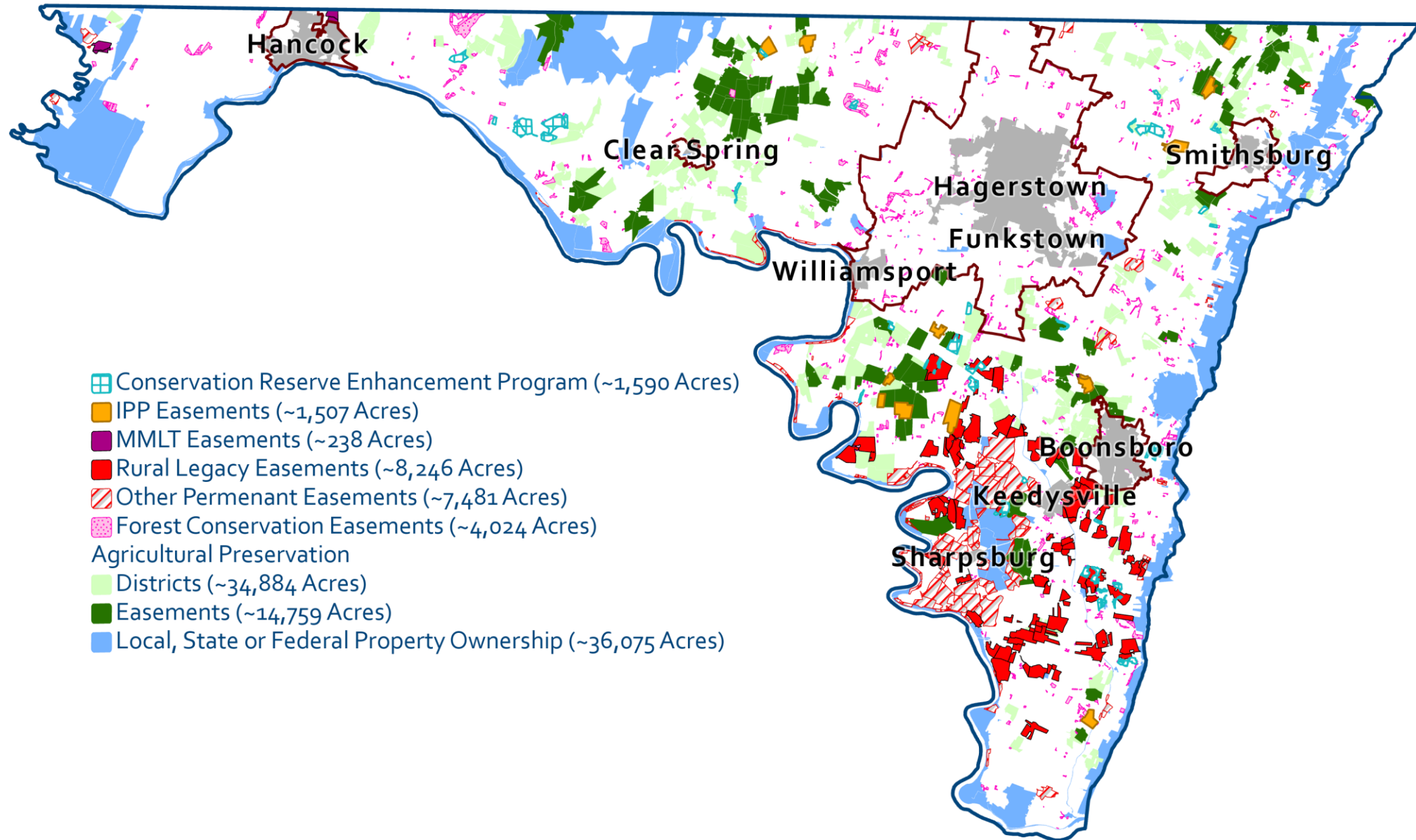


Current





# All Protected Lands





GIS Data Order Form



Property and Zoning Search



Washington County Explorer ...



Where Do I go to School



### Development Map

Washington County, Maryland



Development Tracker Map



### Cemeteries

Washington County, Maryland



Cemeteries



### Business Incentive Map

Washington County, Maryland



Business Incentives Map



### Historic Tax Credits

Washington County, Maryland



Historic Preservation Tax Credits



### Karst Topography

Washington County, Maryland



### Development Story

Washington County, Maryland



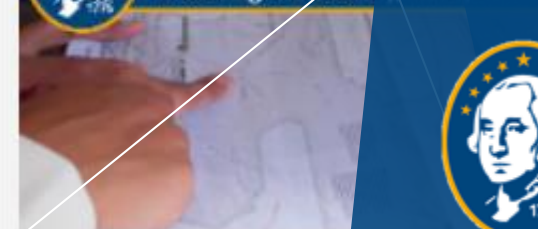
### County Explorer Map

Contours, Floodplains, Etc.



### County Reference Map

Washington County, Maryland

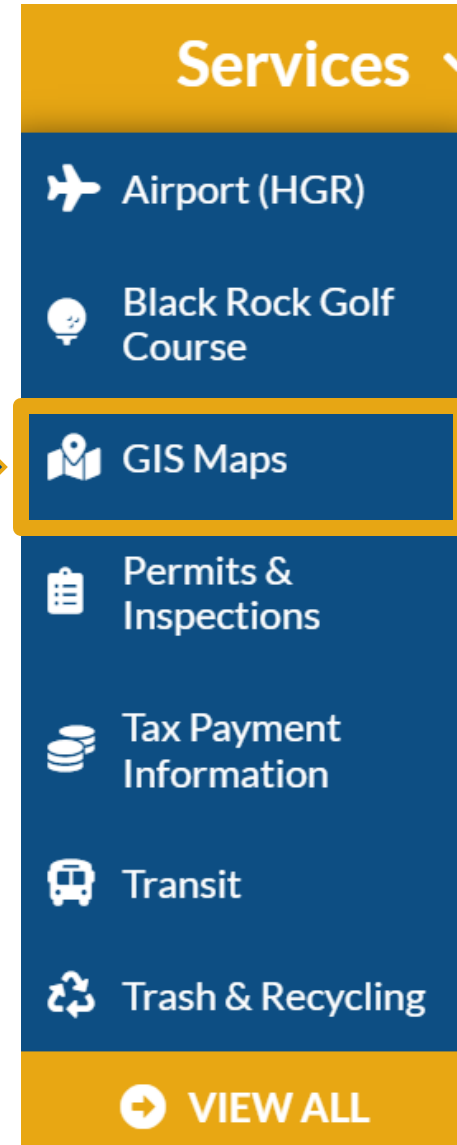




# Stay Informed!

*Many of the data shared today is available on our website...*

***Visit [www.washco-md.net](http://www.washco-md.net)***



*Also visit the Document Repository | Planning & Zoning*





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Wolfinger Rural Legacy Program (RLP) Easement

**PRESENTATION DATE:**

**PRESENTATION BY:** Chris Boggs, Rural Preservation Administrator, Dept. of Planning & Zoning

**RECOMMENDED MOTION:** Move to approve the Russell L. Wolfinger RLP Easement project, in the amount of \$296,059.50 for 90.715 easement acres, paid for 100% by the Maryland Department of Natural Resources, and to adopt an ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

**REPORT-IN-BRIEF:** The Wolfinger property is located at 18465 Manor Church Rd., Boonsboro, and the easement will serve to permanently preserve a valuable agricultural, scenic, environmental and historic property in the County. The parcel is mostly open ag ground. It lies in a part of Washington County that was heavily trafficked during the Civil War and the Battle of Antietam. The property is also known as the Emmert-Wolfinger Farm and is listed on the Maryland Inventory of Historic Places and is significant for its architecture and connection to the Emmert's, a prominent early Washington County family. A tributary to Antietam Creek crossed the front portion of the farm.

The parcel adds on to a block of thousands of acres of contiguous preserved farmland around Antietam Battlefield. Seven (7) development rights will be extinguished with this easement.

**DISCUSSION:** Since 1998, Washington County has been awarded more than \$26 million to purchase Rural Legacy easements on more than 8,200 acres near Antietam Battlefield in the Rural Legacy Area. RLP is a sister program to the Maryland Agricultural Land Preservation Program (MALPP) and includes the protection of environmental and historic features in addition to agricultural parameters. RLP uses an easement valuation system (points) to establish easement value rather than appraisals used by MALPP. For FY 2022, Washington County was awarded RLP grants totaling \$1,554,300. The Wolfinger RLP Easement will use part those funds. Easement applicants were previously ranked based on four main categories: the number of development rights available, the quality of the land/land management (agricultural component), natural resources (environmental), and the historic value.

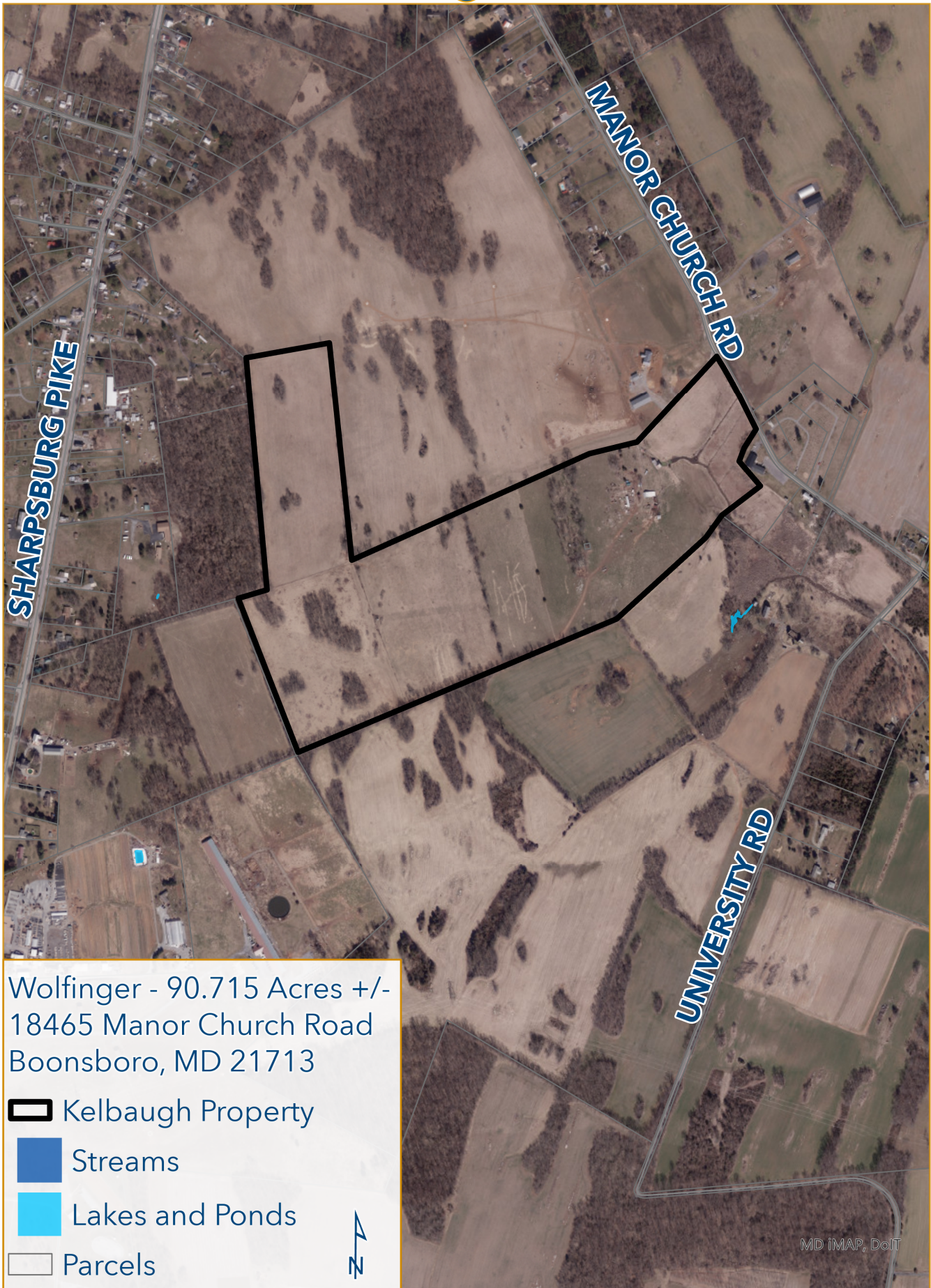
**FISCAL IMPACT:** RLP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds, we receive up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all of our legal/settlement costs.

**CONCURRENCES:** Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program. A final money allocation will be approved by the State Board of Public Works.

**ALTERNATIVES:** If Washington County rejects State funds for RLP, the funds will be allocated to other counties in Maryland.

**ATTACHMENTS:** Aerial Map, Location Map, Ordinance

**AUDIO/VISUAL NEEDS:** N/A



Wolfinger - 90.715 Acres +/-  
18465 Manor Church Road  
Boonsboro, MD 21713

 Kelbaugh Property

 Streams

 Lakes and Ponds

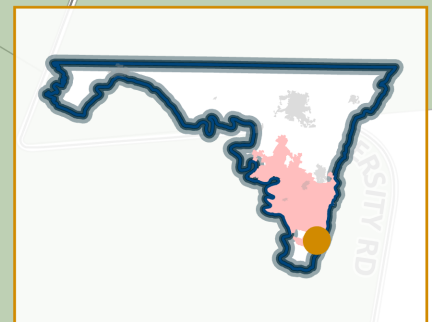
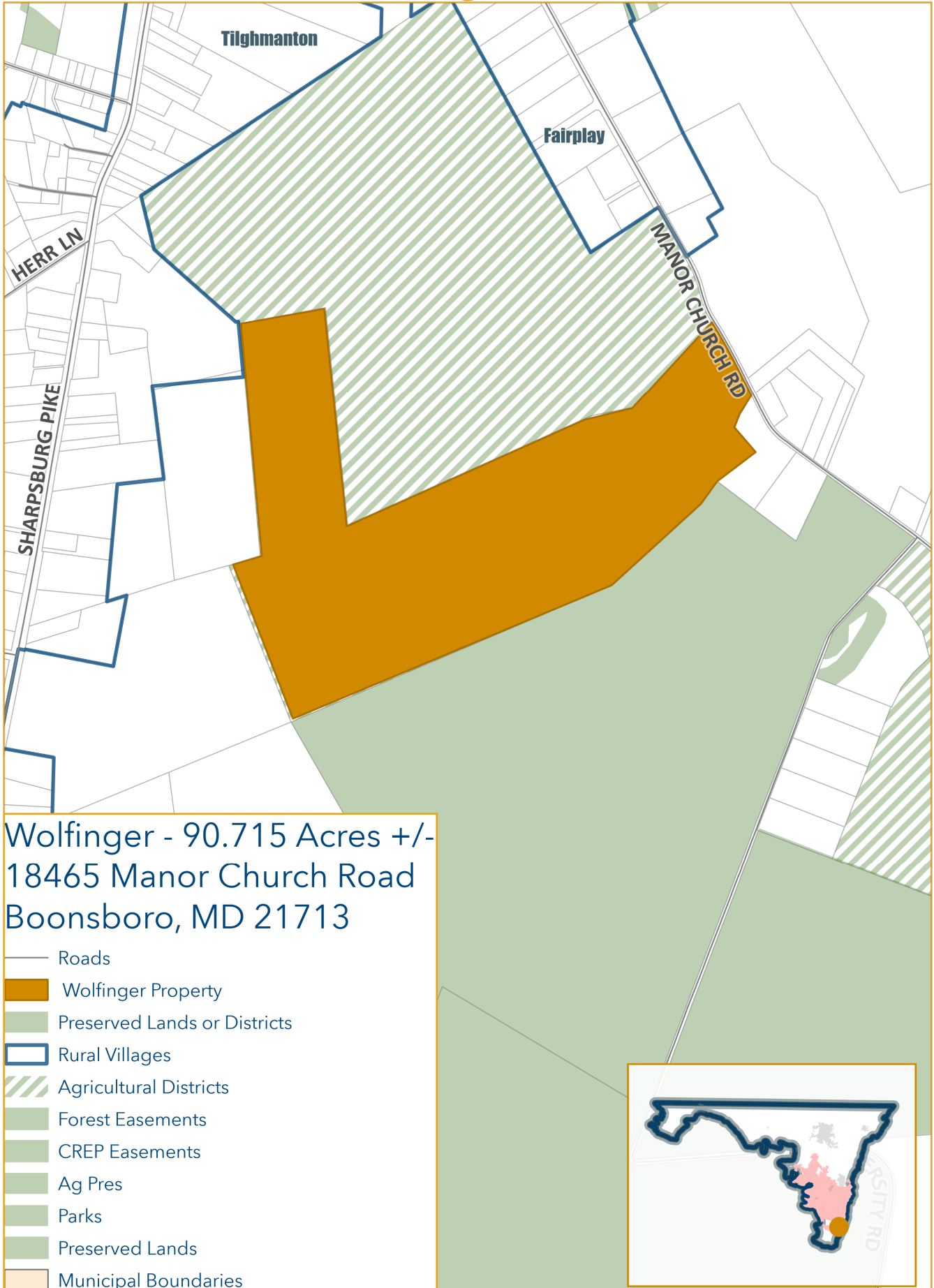
 Parcels



MD iMAP, DoIT







ORDINANCE NO. ORD-2022-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION  
EASEMENT UNDER THE MARYLAND RURAL LEGACY PROGRAM**

***(Re: Russell L. Wolfinger RLP Conservation Easement)***

RECITALS

1. The Maryland Rural Legacy Program ("RLP") provides the funding necessary to protect large, contiguous tracts of land and other strategic areas from sprawl development and to enhance natural resource, agricultural, forestry, and environmental protection through cooperative efforts among State and local governments.

2. Protection is provided through the acquisition of easements and fee estates from willing landowners and the supporting activities of Rural Legacy Sponsors and local governments.

3. For FY 2022, Washington County (the "County") was awarded a RLP grant totaling \$1,554,300.00 (the "RLP Funds").

4. Russell Lloyd Wolfinger (the "Property Owner") is the fee simple owner of real property consisting of 90.715 acres, more or less (the "Property"), in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

5. The County has agreed to pay the sum of approximately TWO HUNDRED NINETY-SIX THOUSAND FIFTY-NINE DOLLARS AND FIFTY CENTS (\$296,059.50), which is a portion of the RLP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the "Russell L. Wolfinger RLP Conservation Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland, that the purchase of a conservation easement on the Property be approved and that the President of the Board and the County Attorney be and are hereby authorized and directed to execute and attest, respectively, all such documents for and on behalf of the County relating to the purchase of the Russell L. Wolfinger RLP Conservation Easement.

ADOPTED this \_\_\_\_ day of October, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

\_\_\_\_\_  
Krista L. Hart, County Clerk

BY: \_\_\_\_\_  
Jeffrey A. Cline, President

Approved as to legal sufficiency:

---

Kendall A. Desaulniers  
Deputy County Attorney

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

## EXHIBIT A - DESCRIPTION OF PROPERTY

ALL that farm, tract, or parcel of land, and all the rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 12, Washington County, Maryland, being the property identified by the State Department of Assessments and Taxation as tax account no. 12-008309, and being more particularly described in accordance with the description contained in the Deed recorded in Liber 1561, folio 25, among the Land Records of Washington County, Maryland, as follows:

All the following described tract of land being the same property which was conveyed to Jonathan F. Doup by Martin F. Emmert and wife by Deed dated April 2, 1866, and recorded in Liber I. N. No. 19, folio 358, among the Land Records of Washington County, Maryland, less two parcels heretofore conveyed, one by the said Jonathan F. Doup to Daniel Wolfe by Deed dated December 18, 1871, and recorded in Liber W. Mc. K.K. No. 4, folio 269, among the aforesaid Land Records, the other parcel being that parcel described and conveyed in a Deed from John Q. A. Kemp and wife, and Alfred C. Huffer and wife, to N. I. Warrenfeltz, dated March 29, 1892, and recorded in Liber 103, folio 165, among the aforesaid Land Records, to which several Deeds reference is hereby made, adjoining the lands formerly belonging to Isaac Emmert, Daniel Wolfe, and others.

BEING all of the same property which was conveyed from Russell Lloyd Wolfinger, Personal Representative of the Estate of Earl Baily Wolfinger, to Russell Lloyd Wolfinger by Deed dated November 8, 1999, and recorded in Liber 1561, folio 25, among the Land Records of Washington County, Maryland.



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

Open Session Item

**SUBJECT:** Proposed Sharpsburg Well

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Mark D. Bradshaw, PE, Director of DEM

**RECOMMENDED MOTION:** None – Consensus to accept the Town’s proposal to move forward with project.

**REPORT-IN-BRIEF:** The Environmental Management Advisory Committee recommended that the County explore the possibility of drilling a well as a supplemental water source for Sharpsburg.

**DISCUSSION:** This project was previously presented to the Board on November 14, 2021 and the Board authorized the funding to drill the well. When we approached the Town about creating a memorandum of understanding, they requested that the County pay the Town for the water from the well. Per the Town’s letter received August 22, 2022, the Town is proposing to charge the County \$0.003171 per gallon.

The Town of Sharpsburg owns the property adjacent to the existing elevated water storage tank and have offered to allow the County to drill a well on their property. The Town has an existing well on this property that was drilled in 2011, that is used to irrigate the Town’s owned ball fields. The existing well is 182 feet deep and produces 70 gallons per minute. The County has tested the water and found it to have slightly high iron concentration along with higher-than-normal hardness, but both are treatable.

Based on the existing quantity and quality I calculated what the protentional cost savings would be for using the well to supplement 25%, 50%, 75%, and 90% of the water usage. The estimated potential savings are \$(22,664), \$(16,064), \$30,775, and \$25,996 respectively per year.

The Town is offering the existing well to the County and to pay for the expense to commercialize the well.

**FISCAL IMPACT:** If viable, total project cost should be less than \$300K.

**CONCURRENCES:**

**ALTERNATIVES:** Continue to use the Potomac River as the only source of water

**ATTACHMENTS:** Town of Sharpsburg Letter & Sharpsburg Well cost saving sheet

**AUDIO/VISUAL NEEDS:** None



Sharpsburg Well  
Revised 8/25/22

Description	Quantity	Unit Cost	Total Cost
Drill / Develop Well	1	\$ 55,000	\$ 55,000
Well Pump / Controls	1	\$ 5,775	\$ 5,775
Green Sand Filter	1	\$ 82,600	\$ 82,600
Building	1	\$ 33,000	\$ 33,000
Building Foundation	1	\$ 11,000	\$ 11,000
Chemical Pump / Tank	2	\$ 2,750	\$ 5,500
Power	1	\$ 11,000	\$ 11,000
Waterline Connection	1	\$ 11,000	\$ 11,000
Backwash Pond	1	\$ 3,850	\$ 3,850
Vault	1	\$ 5,500	\$ 5,500
			\$ 224,225
Contingency	1	25%	\$ 56,056
			\$ 280,281

Plant makes approximately 100,000 gallons per day.

Town will charge the County \$0.003171 per gallon.

Existing well produces 70 gpm. Assume same production rate for analysis.

Analysis will be for 25%, 50%, 75%, & 90% supplemental production.

25% = 25,000 gpd @ 70 gpm pump run time would be 357 min or 5.95 hours.

50% = 50,000 gpd @ 70 gpm pump run time would be 714 min or 11.9 hours.

75% = 75,000 gpd @ 70 gpm pump run time would be 1,071 min or 17.9 hours

90% = 90,000 gpd @ 70 gpm pump run time would be 1286 min or 21.5 hours

Sharpsburg WTP FY 22 Operating Budget

Wages / Benefit	\$ 261,290
Expenses	\$ 62,710
Total	\$ 324,000

**25% Supplemental Cost Saving**

Wages / Benefits	No Saving
Expenses Estimate 10% Savings	\$ 6,271.00
Cost of water	\$ (28,935.00)
	\$ (22,664.00)

**50% Supplemental Cost Saving**

Wages / Benefits 10%	\$ 26,129.00
Expenses Estimate 25% Savings	\$ 15,677.50
Cost of water	\$ (57,870.00)
	\$ (16,063.50)

**75% Supplemental Cost Saving**

Wages / Benefits 33%	\$ 86,225.70
Expenses Estimate 50% Savings	\$ 31,355.00
Cost of water	\$ (86,806.00)
	\$ 30,774.70

**90% Supplemental Cost Saving**

Wages / Benefits 33%	\$ 86,225.70
Expenses Estimate 70% Savings	\$ 43,897.00
Cost of water	\$ (104,167.00)
	\$ 25,955.70



## Town of Sharpsburg

106 East Main Street  
Sharpsburg, MD 21782  
Phone: 301-432-4428  
<http://sharpsburgmd.com/>

The Town of Sharpsburg seeks to reduce the cost of water to town residents by supplying water to the Washington County Water Quality Department on a per gallon basis. The County system has the highest rates for any resident residing in Washington County. According to the Washington County Environmental Management Advisory Committee: Water/Wastewater Budgets and Rate Investigation (the Committee) the county systems \$181 a quarter for 12,000 gallons is the highest in the county by a lot. County municipal rates range from Clearspring's \$65 per 12,000 gallons to Funkstown's \$119. Users of the county water system are paying more than double the county average. For several years the Town of Sharpsburg has been rebating users from our tax revenue to try to offset some of this expense. As reported by the committee a major driver of the cost of the county system is that the Sharpsburg component uses Potomac River water, that is surface water. Surface water is extremely expensive to treat and it is the objective of the Town and Washington County Commissioners to reduce that cost by providing well water. The Town proposes to supply the Water Quality department with well water based on the following assumptions:

- The Town Sharpsburg seeks to recover the current rebate of 280 per household per year both now and in the future. For planning purposes, we will assume 310 (currently about 300) accounts. This targets town revenue at \$86,800.
- The following calculations are based on well(s) supplying at least 75,000 gallons per day. Anything less is not financially worth the investment. The Town currently has a well that delivers 70 gallons per minute or over 100,000 gallons per day and is being used by the local Little League to irrigate the infield and outfield grass. It is rarely used and we have an agreement with the Little League to use it for the new water supply. This will require commercializing the well which would be at town expense. What is important here is that our objective is be able to deliver more than the 100,000 gallons being supplied today via wells.
- We used data supplied to us by the water and quality department as follows:
  - Sharpsburg WTP FY 2022 Operating Budget

Wages and benefits	\$ 245,890 (3FTE or \$81,963 per FTE)
Expenses	\$ 55,920

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Total	\$ 301,810
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  - 75% (75,000 gpd) Supplemental Costs Savings

Wages and benefits	\$ 81,143
Expenses	\$ 27,960

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Total Savings	\$ 109,103
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- We estimated the savings at 90,000 gpd by adding in 75% of an FTE but not reducing expenses:
  - Wages and benefits \$ 142,000
  - Expenses \$ 27,960

---

Total \$ 169,960
- Based on these calculations, we are proposing a per gallon rate of \$0.003171 per gallon. This rate will be indexed to the fy 2022 rates and increased as the county increases their rates.

## **Two Savings Scenarios**

	<i>Savings at 75K gallons</i>	<i>Savings at 90K gallons</i>
Current total costs	\$301,810.00	\$301,810.00
Savings with well supply	\$109,103.00	\$169,960.25
New total cost	\$192,707.00	\$131,849.75
Percent recovered by town	79.56%	61.28%
Dollars to town	\$86,800.00	\$104,160.00
Annual budgeted rebate	\$86,800.00	\$86,800.00
Per gallon rebate	\$0.003171	\$0.003171



## Agenda Report Form

### Open Session Item

**SUBJECT:** Bid Award (PUR-1571) – Bulk Delivery of Road Salt

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department and Zane Rowe, Deputy Director, Washington County Highway Department.

**RECOMMENDED MOTION:** Move to award the contract for the purchase/delivery of Bulk Road Salt to the responsible, responsive bidder, Cargill, Incorporated of North Olmsted, OH who submitted the price of \$85.61 per ton.

**REPORT-IN-BRIEF:** On August 17, 2022 the County issued an Invitation to Bid (ITB) for Bulk Road Salt. The salt will be purchased on an as-needed basis to be used on County maintained roads for snow and ice control. The County uses an average of fifteen thousand (15,000) tons of road salt annually. The contract period is to tentatively begin October 1, 2022 and end April 30, 2023. The above recommendations are for the County's requirements only; the City of Hagerstown shall make its award independently from the County. The County guarantees neither a minimum/maximum quantity of bulk road salt to be purchased under this contract.

The Invitation to Bid was published in the local newspaper, on the County web site, and on the State of Maryland's eMMA "*eMaryland Marketplace Advantage*" web site. Twenty-Four (24) persons/companies registered/downloaded the bid document on-line. On September 14, 2022 a total of seven (7) bids were received.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding is available in the department's FY'23 operating budget account.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** The complete Bid Tabulation may be viewed on-line at:  
<https://www.washco-md.net/wp-content/uploads/purch-pur-1571-bidtab.pdf>

**AUDIO/VISUAL NEEDS:** N/A



## Agenda Report Form

### Open Session Item

**SUBJECT:** Bid Rejection and Bid Award (PUR-1561) Performance Testing, Hose, Pumps and Ladders

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department; Eric Jacobs, EFO, Operations Manager – Fire/EMS, Division of Emergency Services

**RECOMMENDATION:** Motion to reject the bid without prejudice for Group C from Diversified Inspections/Independent Testing Labs Inc., of Manalapan, NJ for their bid submitted on August 25, 2022. The bidder did not submit their bid based on the quantities requested in the Form of Proposal and as indicated in the bid document. And move to award the bid for Group B to the responsive, responsible bidder Diversified Inspections/Independent Testing Labs Inc., of Manalapan, NJ for the total sum for Group B in the amount of \$62,210.

**REPORT-IN-BRIEF:** On August 3, 2022 the County issued an Invitation to Bid (ITB) for the subject services. The Invitation to Bid (ITB) was advertised on the State of Maryland's (eMMA) "*eMaryland Marketplace Advantage*" web site, on the County's web site, and in the local newspaper. Ten (10) persons/companies registered/downloaded the bid document on-line and One (1) bid was received.

The contract period is tentatively to begin October 1, 2022, with an option by the County to renew for up to two (2) additional consecutive one (1) year periods, subject to notice given by the County at least sixty (60) calendar days in advance of each period's expiration date. If the bidder wishes to renew the contract, he/she must submit a letter of intent to the Director of Purchasing at the location designated herein at least ninety (90) calendar days prior to the expiration of each contract period. The County reserves the right to accept or reject any request for renewal and any increase in unit cost for an inspection/testing. All other terms and conditions shall remain unchanged.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in the Division of Emergency Services 515270-10-11525

**CONCURRENCES:** NA

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation Matrix

**PUR 1561**  
**Fire Service Performance Testing / Inspection**

<b>OPTION NO. 1 (Award for All Services):</b>				<b>Diversified Inspections / Independent Testing Labs, Inc. Manalapan, NJ</b>	
<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price/Each</b>	<b>Total Price</b>
1	Fire Pump Testing	EA	55	NO BID	NO BID
2	Hose Testing – Diameter 1-1/2 – 2”	LF	73,000	NO BID	NO BID
3	Hose Testing – Diameter 2-1/2 – 3”	LF	41,000	NO BID	NO BID
4	Hose Testing – Diameter 4 – 5”	LF	77,000	NO BID	NO BID
5	Hose Testing – Hard Suction	EA	100	NO BID	NO BID
6	Ground Ladder Testing – 10’ Folding (Attic)	EA	52	NO BID	NO BID
7	Straight Ladders Testing – (12’ – 20’)	EA	68	NO BID	NO BID
8	Extension Ladders Testing – (16’ – 28’)	EA	57	NO BID	NO BID
9	Extension Ladders – (30’ – 45’)	EA	24	NO BID	NO BID
<b>TOTAL SUM BID PRICE</b> (for Item Nos. 1 through 9)				NO BID	

**PUR 1561**  
**Fire Service Performance Testing / Inspection**

<b>OPTION NO. 2 (Individual Awards for Each Service):</b>				<b>Diversified Inspections / Independent Testing Labs, Inc. Manalapan, NJ</b>	
<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price/Each</b>	<b>Total Price</b>
Group A1	Fire Pump Testing	EA	55	NO BID	NO BID
<b>TOTAL SUM BID PRICE FOR GROUP A</b> (for Item No A1)				NO BID	
Group B2	Hose Testing – Diameter 1-1/2 – 2”	LF	73,000	\$0.31	\$22,630.00
Group B3	Hose Testing – Diameter 2-1/2 – 3”	LF	41,000	\$0.31	\$12,710.00
Group B4	Hose Testing – Diameter 4 – 5”	LF	77,000	\$0.31	\$23,870.00
Group B5	Hose Testing - Hard Suction	EA	100	\$30.00	\$3,000.00
<b>TOTAL SUM BID PRICE FOR GROUP B</b> (for Item No B2 through B5)				\$62,210.00	

**PUR 1561**  
**Fire Service Performance Testing / Inspection**

<b>OPTION NO. 2 (Individual Awards for Each Service):</b>				<b>Diversified Inspections / Independent Testing Labs, Inc. Manalapan, NJ</b>	
<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price/Each</b>	<b>Total Price</b>
Group C6	Ground Ladder Testing – 10' Folding (Attic)	EA	52	\$2.50 / foot	\$1,300
Group C7	Straight Ladders Testing – (12' – 20')	EA	68	\$2.50 / foot	\$2,040 - \$3,400
Group C8	Extension Ladders Testing – (16' – 28')	EA	57	\$2.50 / foot	\$2,280 - \$3,990
Group C9	Extension Ladders – (30' – 45')	EA	24	\$2.50 / foot	\$1,800 - \$2,700
<b>TOTAL SUM BID PRICE FOR GROUP C</b> (for Item No C6 through C9)				\$7,420 - \$11,390	

**Remarks / Exceptions:**

**Diversified Inspections / Independent Testing Labs, Inc.**

Bid requested that ladders be quoted per foot but total footage was not provided so I provided a range based on the footage in each group. All ladder prices are bid at \$2.50/foot. If you would like us to replace heat sensor labels on the ladders as needed we can do that for \$2.50/label, it was not requested in bid.





## Agenda Report Form

Open Session Item

PUBLIC PACKET

**SUBJECT:** Contract Award (PUR-1570) - Bond Counsel Services

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department; Kelcee Mace, Interim Chief Financial Officer of Budget and Finance.

**RECOMMENDED MOTION:** Move to award the contract for Bond Counsel Services as related to bond issues and for all other work.

**REPORT-IN-BRIEF:** Attached is an excerpt from the Request for Proposal (RFP) document of the "Scope of Services" to be rendered under this contract. The RFP was advertised in the local newspaper, on the County's web site, and on the State's "*eMaryland Marketplace Advantage*" web site. Sixteen (16) persons/companies registered/downloaded the bid document on-line. The following persons served as members on the Coordinating Committee: Interim Chief Financial Officer of Budget and Finance (Committee Chairman), County Buyer, County Attorney, Director of Budget & Finance and Senior Accountant.

Five (5) firms were represented at the pre-proposal conference. Four (4) proposals were received for the subject services. The Qualifications & Experience/Technical Proposals of the four (4) firms were considered to be responsive by the Committee and their Price Proposal was opened for evaluation as shown on the attached Fee Schedule.

The initial term of this contract is anticipated to be for a one (1) year period tentatively commencing November 1, 2022 and ending October 31, 2023, with an option by the County to renew for up to four (4) consecutive one (1) year periods, thereafter, based on the annual lump sum fees proposed by the successful firm.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Capital Improvement Plan (CIP) – Bond Issuance Cost, Account No. 501095-30-10500-ADM001 and other operating accounts will be utilized to cover costs if needed.

**CONCURRENCES:** As recommended by the Coordinating Committee that included the County Attorney.

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

## **SCOPE OF SERVICES:**

All firms responding to this proposal shall demonstrate the capabilities and experience to conduct the following scope of services if requested:

- A. Assist in the planning of the financing and structuring of the debt issue.
- B. Review the transcripts of proceedings taken to date to authorize the debt and determine whether there is legal authority to issue debt.
- C. Assist with the bond sale proceedings, including preparation of documents necessary or appropriate for the authorization, issuance, sale, and delivery of the bonds or other debt.
- D. Prepare the appropriate resolutions authorizing the issuance of the debt and determine if the debt was legally sold or placed.
- E. Assist in various aspects of preparing the official statements or other disclosure documents to be disseminated in connection with the issuance of debt.
- F. Obtain from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue.
- G. Render legal opinions approving the validity of the debt. In this capacity, bond counsel shall inform the County through the approving opinion of the nature of the security for the debt; the legality, validity and tax-exempt status of the securities; and the legality and validity of the requisite documentation and procedures.
- H. Render legal opinions on such related matters as:
  - 1. the applicability of particular provisions of federal and state securities laws;
  - 2. the applicability of tax law provisions governing estate and gift taxation;
  - 3. the eligibility of the debt for investment by various fiduciaries and other regulated investors;
  - 4. the status of the debt and related obligations under laws relating to creditors' rights; and
  - 5. the validity and enforceability of security agreements, indentures, and other documents related to the debt and its security.
- I. Assist in preparing information for submission to rating agencies and bond insurers.
- J. Assist in other specified activities related to debt such as special taxing districts and tax increment financing.
- K. Advise the County on legal considerations relating to financing alternatives within the context of statutory and constitutional constraints.

- L. Answer questions about the debt by prospective purchaser in the secondary market or by public officials.
- M. Answer questions about the application of “arbitrage” and other federal tax regulations, the County’s obligations contained in covenants securing outstanding debt, the investment and expenditure of proceeds, and the collection, investment and application of funds used to pay debt.
- N. Attend various conferences and meetings, including public hearings and meetings of the Board of County Commissioners for the reception of bids and adoption of awarding resolutions.
- O. Perform all other requested legal services necessary and appropriate to the completion of County transactions concerning debt and reviewing related responsibilities.



## Agenda Report Form

### Open Session Item

**SUBJECT:** Bid Award (PUR-1569) - Uniforms for Washington County Sheriff's Officers

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department; Cody Miller, Grants Manager/Quartermaster, Washington County Sheriff's Office

**RECOMMENDED MOTION:** Move to award the contract to the responsible, responsive bidder Galls, LLC of Lexington, KY who submitted the Total Sum Bid of \$117,485.25 based on estimated quantities (no guaranteed minimum / maximum) of each uniform piece at the per unit prices.

**REPORT-IN-BRIEF:** The bid was advertised on the State of Maryland's (eMMA) "*eMaryland Marketplace Advantage*" web site, on the County's web site, and in the local newspaper. There were fifteen (15) persons/companies that registered/downloaded the bid document on-line. A total of two (2) bids were received. The contract is for a one (1) year period tentatively commencing October 31, 2022, with an option by the County to renew the contract for up to five (5) additional consecutive one (1) year periods subject to written notice given by the County at least sixty (60) calendar days before the expiration date of any of the one (1) year period.

**DISCUSSION:** N/A

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

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** The complete Bid Tabulation may be viewed on-line at:  
<https://www.washco-md.net/wp-content/uploads/purch-pur-1453-bidtab.pdf>

**AUDIO/VISUAL NEEDS:** N/A



## Agenda Report Form

### Open Session Item

**SUBJECT:** Purchase of Vehicles for Various County Departments

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Rick Curry, CPPO, Director of Purchasing; Sergent, Alan Matheny, Washington County Sheriff's Office

**RECOMMENDATION:** Move to request Board approval for the following departments to purchase vehicles via-State of Maryland contract.

Sheriff's Office - one (1) pickup truck; not to exceed \$60,000

Highway Department - two (2) One-ton crew cab trucks; not to exceed \$112,428; one (1) pickup truck; not to exceed \$29,400

Wireless Communication Maintenance - one (1) pickup truck; not to exceed \$60,000

Division of Emergency Services - two (2) pickup truck; not to exceed 130,000

Airport - two (2) pickups trucks; not to exceed \$140,000. Because the Airport won't know the total cost of the vehicles until after the grant is submitted anything exceeding the \$105,000 grant will be on the airport. The department is also requesting submission and acceptance in the amount of \$105,000 from the Maryland Aviation Administration.

**REPORT-IN-BRIEF:** The purchase of vehicles can be time-consuming and exhausting. Fortunately, there are vetted programs in place to help local governments to expedite and streamline the procurement process; that has changed to due manufacturer's business model of accepting vehicle orders that don't align with our fiscal year. The COVID outbreak and chip shortage have created limited inventory and sales, which has resulted to manufacturers struggling to keep up with the demand for new vehicles.

**DISCUSSION:** NA

**FISCAL IMPACT:** Funds are budgeted in the department's Capital Improvement Plan (CIP) accounts.

**CONCURRENCES:** NA

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Lobbying Coalition

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** John M. Martirano, County Administrator  
Kirk C. Downey, County Attorney

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** Discussion regarding Lobbying Coalition initiatives.

**DISCUSSION:** The Lobbying Coalition is finalizing its initiatives for the upcoming regular session of the General Assembly. This is an opportunity to discuss those initiatives with the Board, and the Board's legislative initiatives to include with the Coalition's package.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** N/A





## Agenda Report Form

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### Open Session Item

**SUBJECT:** Discussion Regarding Potential Process for Non-Profit Funding

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Susan Buchanan, Director, Grant Management

**RECOMMENDATION:** N/A

**REPORT-IN-BRIEF:** To discuss process for distribution of surplus funds to non-profit agencies

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ATTACHMENTS:** N/A



## Agenda Report Form

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### Open Session Item

**SUBJECT:** Ice Cream Trail Favorite Spot Certificate

**PRESENTATION DATE:** October 11, 2022

**PRESENTATION BY:** Leslie Hart, Business Development Specialist, Business Development;  
Ashley Acevedo, Public Relations Coordinator, Public Relations & Marketing

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** To present a certificate to the winning location at the end of the Ice Cream Trail.

**DISCUSSION:** N/A

**FISCAL IMPACT:** N/A