



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

BOARD OF COUNTY COMMISSIONERS

December 12, 2023

OPEN SESSION AGENDA

- 9:00 AM INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President John F. Barr*
APPROVAL OF MINUTES: *December 5, 2023*
- 9:05 AM COMMISSIONERS' REPORTS AND COMMENTS
- 9:15 AM STAFF COMMENTS
- 9:20 AM CITIZEN PARTICIPATION
- 9:25 AM IAFF WAGE REOPENER
Kirk Downey, County Attorney; R. David Hays, Director, Emergency Services
- 9:30 AM PUBLIC HEARING – APPLICATION FOR ZONING MAP AMENDMENT RZ-23-007
Jill Baker, Director, Planning and Zoning
- 9:50 AM HOTEL RENTAL TAX FUNDING REQUEST, THE HOUSE ON JONATHAN STREET DOCUMENTARY
Rachel Souders, Director, Grant Management; Dan Spedden, Hagerstown/Washington County Convention and Visitors Bureau (CVB), Russ Hodge, 3 Roads Communications, Inc.
- 10:00 AM UPDATE TO COUNTY POLICY – UTILITY CONSTRUCTION WITHIN COUNTY PUBLIC RIGHT OF WAY
Scott Hobbs, Director, Engineering; Greg Cartrette, Director/Code Official, Permits and Inspections
- 10:05 AM CONTRACT AWARD (PUR-1623) – SMITHSBURG WWTP UPGRADES
Rick Curry, Director, Purchasing; Mark Bradshaw, Director, Environmental Management
- 10:10 AM ADOPTION OF THE REVISIONS OF THE COUNTY'S PROCUREMENT POLICIES
Rick Curry, Director, Purchasing

- 10:20 AM BUDGET AMENDMENT
Mark Bradshaw, Director, Environmental Management
- 10:25 AM INSURANCE RENEWAL FOR WASHINGTON COUNTY VOLUNTEER FIRE & RESCUE ASSOCIATION BEGINNING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024
Tracy McCammon, Risk Management Coordinator, Human Resources; Patrick Buck, CBIZ Insurance Services
- 10:30 AM CONTRACT AWARD (PUR-1666) CLEAR SPRING LIBRARY HOT WATER BOILER REPLACEMENT
Andrew Eshleman, Director, Public Works; Danny Hixon, Deputy Director, Buildings, Grounds, and Facilities
- 10:40 AM FORT RITCHIE REDEVELOPMENT – OUTSTANDING TAP FEES
Zachary J. Kieffer, Deputy County Attorney
- 10:50 AM AGRICULTURE - FACES OF FARMING PRESENTATION
Leslie Hart, Business Development Specialist, Business and Economic Development
- 10:55 AM CLOSED SESSION - *To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consider the acquisition of real property for a public purpose and matters directly related thereto; To consult with counsel to obtain legal advice on a legal matter; and To consult with staff, consultants, or other individuals about pending or potential litigation.*
- 12:05 PM RECONVENE IN OPEN SESSION
- 12:05 PM SECOND STAFF COMMENTS

ADJOURNMENT

THE BOARD OF COUNTY COMMISSIONERS WILL BE ATTENDING A LUNCHEON WITH THE WASHINGTON COUNTY DEPARTMENT OF SOCIAL SERVICES AT THE WASHINGTON COUNTY FAMILY CENTER, 221 MCRAND COURT, HAGERSTOWN, MARYLAND AT 1:00 P.M.



Agenda Report Form

Open Session Item

SUBJECT: IAFF Wage Reopener

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Kirk Downey, County Attorney, R. David Hays, Director Emergency Services,

RECOMMENDED MOTION: Move to approve the proposed (attached) IAFF MOU relative to Wages and Incentives.

REPORT-IN-BRIEF: The County, as required by the IAFF Local 1605 Collective Bargaining Agreement has remain engaged in negotiations related to wages and benefits for employees of the Division of Emergency Services. The parties have reached a tentative agreement related the same and have negotiated terms, that if approved, fulfill the required wage reopeners for both the FY24 and FY25 budget years. The full contract is eligible for a reopening in FY26.

DISCUSSION: Through collective discussions, the parties agree that a modification of wages will occur (5%) and in exchange, the addition of the 8 hours of holiday pay on each County recognized holiday shall be discontinued. Employees would still receive 1.5 times their regular hourly rate for each hour worked on a county holiday.

Additionally, employees would receive technician incentives (Haz-Mat; \$1,000.00, Confined Space plus one; \$1,500.00, Swift Water Technician plus one; \$1,500.00), provided they are appropriated certified and remain operationally credentialed by the County in the specified disciplines.

Likewise, employees who are certified as a paramedic by the State of Maryland and remain operational/available for assigned by DES as necessary will receive an annual incentive of five thousand dollars (\$5,000.00), payable bi-weekly. The wage modification and technician incentives will be retroactive to July 7, 2023. The wage modification and incentives are appropriately balanced and will help to to continue the recruitment and retention of quality employees.

FISCAL IMPACT: Approximately \$218,500.00 (covered in FY24 budget)

CONCURRENCES: R. David Hays, Director, Division of Emergency Services; Michelle Gordon, County Administrator; Kirk Downey, County Attorney, IAFF Local 1605.

ATTACHMENTS: 2023 CBA MOU Supplement

AGREEMENT
between
THE COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND,
and
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1605

December 12, 2023

The County Commissioners of Washington County (“Commissioners”) and Local 1605, International Association of Fire Fighters, AFL-CIO (Local 1605) hereby enter into the following Memorandum of Understanding (“MOU”) for the period of July 1, 2023 through June 30, 2025 (Fiscal Years 2024 and 2025). This MOU supplements the terms and conditions of the Collective Bargaining Agreement for the period October 11, 2022 to June 30, 2025.

A. Wages

1. Effective July 8, 2023, Employees shall receive a market adjustment equal to 5% of their base wage and the pay scale shall be revised as set forth in Exhibit A.
2. The terms of this MOU shall relieve the parties of any obligation to reopen negotiations regarding possible changes in the pay scale on July 1, 2024, as set forth in Article 22 of the Collective Bargaining Agreement.

B. Holiday Pay

Article 15 of the Collective Bargaining Agreement shall be amended to read as follows:

1. 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.
2. Effective January 1, 2024, employees will no longer receive eight (8) hours of holiday pay in addition to premium pay for hours worked on a County-recognized holiday, nor will employees receive three (3) hours of pay in addition to premium pay for hour worked on days where the County closes early due to a holiday.

C. Specialty Pay

1. Effective July 8, 2023, Employees covered by this Agreement who are County Operational Medical Director endorsed Advanced Life Support (ALS) providers and remain operationally available for assignment by the Division as necessary shall be compensated with a Five Thousand Dollar (\$5,000) annual stipend to be broken up equally for all twenty-six (26) pay periods for maintaining certification. The stipend shall

be payable irrespective of whether it places the Employee's salary above the maximum for the Employee's grade.

2. Effective July 8, 2023, Employees covered by this Agreement who are certified and operationally approved by the Division as a Hazardous Materials Technician ("HMT") shall be compensated with a One Thousand Dollar (\$1,000) annual stipend broken up equally for all twenty-six (26) pay periods. The stipend shall be payable irrespective of whether it places the Employee's salary above the maximum for the Employee's grade.
3. Effective July 8, 2023, Employees covered by this Agreement who are certified and operationally approved by the Division as a Swift Water Technician ("SWT") and have one other Department-recognized and operationally approved Specialty Certification (other than Haz-Mat or Confined Space Technician) shall be compensated with a One Thousand, Five Hundred Dollar (\$1,500) annual stipend broken up equally for all twenty-six (26) pay periods. The stipend shall be payable irrespective of whether it places the Employee's salary above the maximum for the Employee's grade.
4. Effective July 8, 2023, Employees covered by this Agreement who are certified and operationally approved by the Division as a Confined Space Technician ("CST") and have one other department-recognized and operationally approved Specialty Certification (other than Haz-Mat or Swift Water Technician) shall be compensated with a One Thousand, Five Hundred Dollar (\$1,500) annual stipend broken up equally for all twenty-six (26) pay periods. The stipend shall be payable irrespective of whether it places the Employee's salary above the maximum for the Employee's grade.
5. For purposes of this section, the recognized Specialty Certifications are:

Primary

- Haz-Mat
- Confined Space
- Swift Water Technician

Secondary

- Trench Rescue
- Rope/High Angle Rescue
- Structural Collapse
- Boat Operator
- EMS Preceptor

6. In order to be eligible for Specialty Pay under this Section, an employee must obtain all initial certifications and meet all annual recertification requirements. The employee must also meet Division annual competency evaluation requirements to continue receiving Specialty Pay.

7. An employee receiving Specialty Pay shall be eligible for re-assignment or detail at any time based on the needs of the Division. This assignment may be temporary or permanent, based upon ongoing operational needs.

AGREED AND ACCEPTED:

THE COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

DATE: _____

By: _____
John F. Barr, President

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1605

By: _____

Washington County Government
FY24 DES Field Staff Salary Scale Draft
1/1/2024

		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	71,885	73,682	75,529	77,426	79,373	81,370	83,416	85,513	87,660	89,856	92,102	94,399	96,770	99,191	101,662	104,208	106,804	109,475	112,220	115,016
		28.80	29.52	30.26	31.02	31.80	32.60	33.42	34.26	35.12	36.00	36.90	37.82	38.77	39.74	40.73	41.75	42.79	43.86	44.96	46.08
7	Captain	66,543	68,216	69,913	71,660	73,457	75,304	77,176	79,098	81,070	83,092	85,164	87,285	89,457	91,703	93,999	96,346	98,767	101,238	103,759	106,355
		26.66	27.33	28.01	28.71	29.43	30.17	30.92	31.69	32.48	33.29	34.12	34.97	35.84	36.74	37.66	38.60	39.57	40.56	41.57	42.61
6	FF/LT	61,626	63,174	64,746	66,369	68,016	69,713	71,460	73,258	75,080	76,952	78,874	80,845	82,867	84,939	87,060	89,232	91,453	93,750	96,096	98,492
		24.69	25.31	25.94	26.59	27.25	27.93	28.63	29.35	30.08	30.83	31.60	32.39	33.20	34.03	34.88	35.75	36.64	37.56	38.50	39.46
5	FF-Tech	57,059	58,481	59,954	61,452	62,999	64,572	66,194	67,841	69,539	71,286	73,058	74,880	76,752	78,674	80,646	82,668	84,739	86,861	89,032	91,254
	FF-PM	22.86	23.43	24.02	24.62	25.24	25.87	26.52	27.18	27.86	28.56	29.27	30.00	30.75	31.52	32.31	33.12	33.95	34.80	35.67	36.56
4	FF/FAO	52,840	54,163	55,511	56,909	58,332	59,779	61,277	62,799	64,372	65,969	67,617	69,314	71,036	72,808	74,630	76,502	78,424	80,396	82,418	84,490
		21.17	21.70	22.24	22.80	23.37	23.95	24.55	25.16	25.79	26.43	27.09	27.77	28.46	29.17	29.90	30.65	31.42	32.21	33.02	33.85
3	Firefighter	48,897	50,120	51,368	52,641	53,964	55,311	56,684	58,107	59,555	61,052	62,575	64,147	65,745	67,392	69,089	70,812	72,584	74,406	76,278	78,175
		19.59	20.08	20.58	21.09	21.62	22.16	22.71	23.28	23.86	24.46	25.07	25.70	26.34	27.00	27.68	28.37	29.08	29.81	30.56	31.32
2	Recruit	45,252	46,376	47,524	48,722	49,945	51,193	52,466	53,789	55,137	56,509	57,932	59,380	60,852	62,375	63,923	65,520	67,167	68,840	70,562	72,334
		18.13	18.58	19.04	19.52	20.01	20.51	21.02	21.55	22.09	22.64	23.21	23.79	24.38	24.99	25.61	26.25	26.91	27.58	28.27	28.98
1	Reserved (Future)																				

	STEP																			
Grade	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	117,886	120,831	123,852	126,947	130,116	133,361	136,706	140,125	143,620	147,214	150,883	154,652	158,521	162,490	166,558	170,726	174,995	179,363	183,855	188,448
	47.23	48.41	49.62	50.86	52.13	53.43	54.77	56.14	57.54	58.98	60.45	61.96	63.51	65.10	66.73	68.40	70.11	71.86	73.66	75.50
7	109,025	111,746	114,541	117,412	120,357	123,377	126,472	129,642	132,887	136,207	139,601	143,096	146,665	150,334	154,103	157,947	161,891	165,934	170,077	174,321
	43.68	44.77	45.89	47.04	48.22	49.43	50.67	51.94	53.24	54.57	55.93	57.33	58.76	60.23	61.74	63.28	64.86	66.48	68.14	69.84
6	100,963	103,484	106,080	108,726	111,446	114,242	117,087	120,008	123,003	126,073	129,218	132,438	135,757	139,152	142,621	146,191	149,835	153,579	157,423	161,366
	40.45	41.46	42.50	43.56	44.65	45.77	46.91	48.08	49.28	50.51	51.77	53.06	54.39	55.75	57.14	58.57	60.03	61.53	63.07	64.65
5	93,525	95,871	98,268	100,714	103,235	105,805	108,451	111,172	113,942	116,788	119,708	122,703	125,773	128,918	132,138	135,433	138,828	142,297	145,866	149,510
	37.47	38.41	39.37	40.35	41.36	42.39	43.45	44.54	45.65	46.79	47.96	49.16	50.39	51.65	52.94	54.26	55.62	57.01	58.44	59.90
4	86,611	88,783	91,004	93,276	95,597	97,993	100,439	102,960	105,531	108,177	110,872	113,643	116,488	119,409	122,404	125,474	128,619	131,839	135,133	138,503
	34.70	35.57	36.46	37.37	38.30	39.26	40.24	41.25	42.28	43.34	44.42	45.53	46.67	47.84	49.04	50.27	51.53	52.82	54.14	55.49
3	80,122	82,118	84,165	86,262	88,408	90,630	92,901	95,222	97,594	100,040	102,536	105,107	107,727	110,423	113,194	116,014	118,909	121,880	124,925	128,045
	32.10	32.90	33.72	34.56	35.42	36.31	37.22	38.15	39.10	40.08	41.08	42.11	43.16	44.24	45.35	46.48	47.64	48.83	50.05	51.30
2	74,131	75,978	77,875	79,822	81,819	83,866	85,962	88,109	90,305	92,552	94,873	97,244	99,665	102,161	104,707	107,328	110,024	112,769	115,590	118,485
	29.70	30.44	31.20	31.98	32.78	33.60	34.44	35.30	36.18	37.08	38.01	38.96	39.93	40.93	41.95	43.00	44.08	45.18	46.31	47.47
1																				



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING - Application for Zoning Map Amendment RZ-23-007

PRESENTATION DATE: December 12, 2023

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

RECOMMENDED MOTION: The purpose of this public hearing is to take public comment on the rezoning and comprehensive Plan amendment applications. The Commissioners may take action to approve or deny the requests or wait until a later date to deliberate.

REPORT-IN-BRIEF: Application is being made to apply the Historic Preservation Zoning Overlay through a rezoning map amendment.

DISCUSSION: The applicants Jeffrey and Laura J. Lane Unsworth seek a map amendment for a property located at 13215 Smithsburg Pike. The property is currently zoned Agricultural, Rural. The current proposal seeks to apply the Historic Preservation (HP) Overlay on a 2.46 acre portion of the total 25.52 acre tract of land. *“As an overlay zone, the “HP” District imposes additional guidelines during the construction or modification of new or existing structures on the subject property. These criteria are in addition to the conventional underlying land use. The “HP” overlay zone shall be in no way construed to limit or modify the permitted uses of the underlying zone.”* (Section 20.4, Washington County Zoning Ordinance)

“Since the “HP” designation is an overlay zone and the existing underlying zone will continue to control the land use, it is not necessary to prove, during the amendment proceedings, that a change in the character of the neighborhood or a mistake in the original zoning occurred.” (Section 20.4(b)1., Washington County Zoning Ordinance)

The criteria for the establishment of an HP Overlay zone are enumerated in Section 20.5 of the Zoning Ordinance. The subject property meets several of these criteria for both Historical and Cultural Significance as well as Architectural and Design Significance.

The proposal is both compatible with the Comprehensive Plan for the County as well as the existing and proposed development within the area.

The Historic District Commission supports this application as reviewed at their October 4, 2023 meeting. The Planning Commission held a public information meeting October 2, 2023 and recommended the approval of the map amendment as it meets the spirit and intent of the HP Overlay zone based upon the findings of fact listed in the Staff Report and it’s consistency with the Comprehensive Plan.

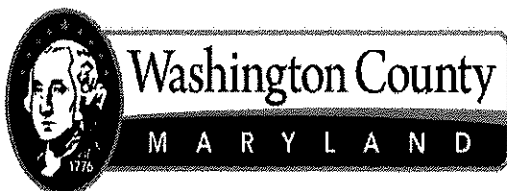
FISCAL IMPACT: N/A

CONCURRENCES: Washington County Planning Commission, Washington County Historic District Commission

ALTERNATIVES: N/A

ATTACHMENTS: Application, staff report, Planning Commission recommendation, approved Planning Commission minutes

AUDIO/VISUAL NEEDS: none



FOR PLANNING COMMISSION USE ONLY
Rezoning No. RZ-23-007
Date Filed: 9-17-23

WASHINGTON COUNTY PLANNING COMMISSION
ZONING ORDINANCE MAP AMENDMENT APPLICATION

Jeffrey P. Unsworth
Laura J. Lane-Unsworth

Applicant

13215 Smithsburg Pike
Smithsburg, MD. 21783

Address

Jeffrey P. Unsworth
Laura J. Lane-Unsworth

Primary Contact

9701 Larkspur Lane
Hagerstown, MD., 21740

Address

☐ Property Owner ☒ Contract Purchaser
☐ Attorney ☐ Consultant
☐ Other: _____

Jeff - 301-730-6342 Laura - 301-730-6343

Phone Number

jeff@bravehearttriding.org
Laura@bravehearttriding.org

E-mail Address

Property Location: 13215 Smithsburg Pike, Smithsburg MD., 21783

Tax ID 07006748

Tax Map: 0040 Grid: 0001 Parcel No.: 0203 Acreage: 25.52

Current Zoning: A(R) Requested Zoning: HP

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.

Jeffrey P. Unsworth
Applicant's Signature

Subscribed and sworn before me this 17th day of Sept., 2023

My commission expires on 4-25-11
Debra Sue Eckard
Notary Public

FOR PLANNING COMMISSION USE ONLY

- | | |
|---|---|
| <input type="checkbox"/> Application Form | <input type="checkbox"/> Names and Addresses of all Adjoining & Confronting Property Owners |
| <input type="checkbox"/> Fee Worksheet | <input type="checkbox"/> Vicinity Map |
| <input type="checkbox"/> Application Fee | <input type="checkbox"/> Justification Statement |
| <input type="checkbox"/> Ownership Verification | <input type="checkbox"/> 30 copies of complete Application Package |
| <input type="checkbox"/> Boundary Plat (Including Metes & Bounds) | |



WASHINGTON COUNTY PLANNING COMMISSION
ZONING ORDINANCE MAP AMENDMENT

REQUIRED APPLICATION MATERIALS CHECKLIST

All materials must be clearly labeled
(Original plus 30 copies of all materials are required)

- | | |
|-----|--|
| X | 1. <u>Application Form</u> : A completed and signed application form. |
| N/A | 2. <u>Fee Worksheet and Application Fee</u> : A completed Fee Worksheet and the Application Fee must be submitted at the time application is made. Checks must be made payable to the "Washington County Treasurer". |
| X | 3. <u>Ownership Verification</u> : Proof of ownership interest in the subject property, including a copy of the current deed to the property; OR, if the application is made by a contract purchaser, a copy of the fully-executed Contract of Sale. |
| X | 4. <u>Boundary Plat</u> : A boundary description, including metes and bounds, prepared and sealed by a land surveyor registered in the State of Maryland. |
| X | 5. <u>List of the Names and Addresses for all Adjoining and Confronting Property Owners</u> : A list of the names and addresses, obtained from the latest property tax assessment record, of owners of adjoining or confronting properties, improved or unimproved, including properties separated by streets, railroads, or other rights-of-ways. (Must have house numbers or P.O. box numbers.) |
| X | 6. <u>Vicinity Map</u> : An 8 1/2" x 11" page size map showing the zoning of all property within 1,000 feet of the site. |
| X | 7. <u>Justification Statement</u> : A written explanation of the reasons why the map amendment is being sought, setting forth in sufficient detail to properly advise County officials as to the justifications for the rezoning change. Applications for floating zones shall include such information as required by the respective Articles of the Ordinance. Other applications must address the following information: <ul style="list-style-type: none">a. A statement as to whether or not there is evidence of mistake in the current zoning, and, if so, the nature of the mistake and the facts to support the allegation.b. A statement as to whether or not there is evidence of a substantial change to the character of the neighborhood subsequent to the most recent comprehensive rezoning including the nature of the change, all facts to support the allegations, and a description of the neighborhood. |

OTHER REQUIRED APPLICATION MATERIALS

A written analysis considering each of the factors set forth in Section 27.3.

- _____ 1. The report and recommendations of the Planning and Zoning Commission.
- _____ 2. Population change of the area of the proposed change.
- _____ 3. Availability of public facilities.
- _____ 4. Present and future transportation patterns in the area.
- _____ 5. Compatibility with existing and proposed development of the area including indication of neighboring sites identified by the Washington County Historic Sites Survey and subsequent revisions or updates.
- _____ 6. The relationship of the proposed change to the Adopted Plan for the County. development analysis Plan Map and Policies.
- _____ 7. Whether there was a substantial change in the character of the neighborhood where the property is located.
- _____ 8. Whether there was a mistake in the existing zoning classification.
- _____ 9. Whether there has been a convincing demonstration that the proposed rezoning would be appropriate and logical for the subject property
- _____ 10. Any other material facts that support the amendment.

7. Justification statement extracted from Maryland Historical Trust Architectural Survey file (WA-IV-029 "Stone Field") completed by Paula Stoner in July 1978 and last updated in March 2004.

This farmhouse is a multi-part stone dwelling, the largest section of which has a date stone in its west end wall marked 1810. The stone is a semi-circular tablet lined with a finely cut atone arch. This part of the house faces south.

Extending to the north from the main section is a one and a half story three bay stone cabin built directly over a large spring which emerges into a pond behind the house. This structure predates the main section and was probably built during the late 18th century and known traditionally as "Peter Mong's Cabin".

Extending to the east of the main section is a long, one and a half-story five bay wing which, itself, was built in two parts. These may date from two separate times after the 1810 main section.

The 18th century section of the house features batten doors with long strap hinges. The 1810 main section also has doors hung on long strap hinges. An upstairs mantel shows the Federal period influence with stop-flutes in a swag design and reeded pilasters. The main stair is located in the southeast corner of the 1810 house and is built along the front wall across the first story window. This type of stair construction has been found in a number of Ca. 1800 house in the northeastern part of the County. Most windows have nine over six pane sashes.

South of the house sits a large atone bank barn with a date tablet similar to that on the 1810 section. It would appear to be contemporary with that part of the house.

This farmstead is an important example of vernacular stone construction and also shows the preference among early builders to put their dwellings over a spring of water. The architectural history of this house is complex but illustrates of traditional building in the area. Apparently, it was a homestead of the Mong family who were of German descent and who came to the area from Pennsylvania.



Washington County

M A R Y L A N D

DEPARTMENT OF PLANNING & ZONING

COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

September 2023

Case #: RZ-23-007

Application for Map Amendment Staff Report and Analysis

Property Owner(s)	:	David Forcino
Applicant(s)	:	Jeffrey Unsworth
Location	:	13215 Smithsburg Pike, Smithsburg
Election District	:	#7 - Smithsburg
Comprehensive Plan		
Designation	:	Agriculture
Zoning Map	:	40
Parcel(s)	:	P. 203
Acreage	:	25.5 acres
Existing Zoning	:	Agricultural Rural (AR)
Requested Zoning:		Agricultural Rural (AR) with Historic Preservation (HP)
		Overlay
Date of Meeting	:	October 2, 2023

Location and Physical Features

This parcel is located approximately .4 miles south of the intersection of Rowe Road and Smithsburg Pike (State Route 64) on the East side of Smithsburg Pike. The property is .15 miles north of the Smithsburg Town Growth Area. The property contains a multi-part farm complex that includes a stone dwelling, stone bank barn and brick smokehouse.

The dwelling's main portion is 2-story stone construction with a date stone of 1810 in the west end wall. Extending to the north of the main portion, is a 1 ½-story three bay stone cabin built over a large spring. This spring emerges into a large stone walled pond behind the house. According to the Maryland Inventory of Historic Properties (MIHP) documentation, it is estimated this northern portion was built in the late 18th century and was traditionally known or associated with "Peter Mong's Cabin".

There is also a stone portion extending east of the main portion that is 1 ½-story five bay wing that was built in 2 stages. The MIHP for this property estimates these additions were built after the 1810 main section. The dwelling also retains nine over six wood window sashes through the majority. There is one 30 pane window on the rear of the main portion of the stone dwelling. The property has had some alteration over time in roofing, chimneys, and porches, however, the majority of the dwellings stone work and its openings remain intact. The interior while also seeing

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some alteration over time retains batten doors with long strap hinges in several sections of the dwelling. The interior configuration of the front stairway built across the first story window is, according to the MIHP, a common construction found in Ca. 1800 houses in northeastern parts of the County.

The stone bank barn has had some alteration to the cantilevered portion over time, but the stone portion remains intact. The brick smokehouse is a small square construction with pyramidal roof.

Some modern buildings have been added to the site over time including a 4-bay concrete block garage and other buildings associated with the property's agricultural operations. The proposed boundary of the rezoning does include some modern structures to ensure the full farmstead is encapsulated but the inclusion of these buildings was minimized to the extent practicable.

The structure being constructed over a spring adjacent to Tictum Run means there are environmental factors to the property. A portion of the property, including the home, is located in FEMA Flood Zone A FIRM Panel No. 24043C0165D, Effective Date August 14, 2017. Areas to the north, including the stone wall pond and the area which slopes gently down toward Tictum Run are identified as wetland on State or Federal inventories. The property is also within an area known to have State Listed Sensitive Species.

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

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

The requested HP zoning does not control land use or densities which are the subjects of many Comprehensive Plan recommendations. The Plan does, however, contain policies for many other broad subjects. The continued identification, promotion and preservation of historic properties is one of them.

The Comprehensive Plan promotes historic preservation as an economic development tool, as a way to create and expand the housing stock, an avenue to the retention of the desirable but intangible historic rural character and as a way to address individual property owner's needs. The continued application of the Historic Preservation zone meets those goals and is consistent with the Comprehensive Plan. Since the applicant has voluntarily requested that the zone and its related standards be applied to the property, it is assumed to be consistent with their plans for the continued use, restoration and preservation of the property.

Compatibility with Existing and Proposed Development in the Area

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The rezoning site and the uses thereon appear to exist cohesively with adjoining properties and the area in general. The house and its related agricultural buildings and land use have existed in the area since the 18th century. Surrounding development is predominantly agricultural with a scattering of newer residential development. The subject parcel was originally part of a larger 200 +/- acre piece until the mid-20th century where it slowly decreased in size due to out-conveyances. The property has long been split by/bordering what is now MD64/Smithsburg Pike.

The HP zoning does not regulate land uses or density. Existing use patterns on and off site are likely to continue and must comply with current zoning regulations. If changes in use are anticipated by the owners or on adjacent properties, the HP zone will not encourage or prevent them.

The zone is designed to govern changes to the exterior appearance of the historic structures. Adjacent property owner should expect to see the current buildings appearance remain or improve. When following HP zone guidelines, it is the intent and expectation that the historical character defining features of the structure will be retained and preserved. If changes or additions are proposed to the exterior of the structure, they will be scrutinized by the Historic District Commission using predetermined standards. The intent is to insure consistency and harmony with the current historical appearance and fabric. The applicability of the HP zone requirements do not spillover onto adjacent properties.

Inclusion in the HP zone is a prerequisite for historic preservation property tax credits. Washington County adopted an ordinance in 1991 that allows credits of an amount spent on addition to, or restoration of, historic structures located in the HP zone. Improvements must be determined to be consistent with those same predetermined standards used by the Historic District Commission.

The site contains structures identified on the Maryland Inventory of Historic Properties (MIHP) for Washington County as site WA-IV-029 and referred to as “Stone Field”. Both the 1877 An Illustrated Atlas of Washington County and the 1859 Taggart Map Exhibiting the Farms, Election Districts of Washington County, MD refer to the property’s association to the Rohrer family who owned the property for 100+ years. The MIHP also references “Peter Mong’s Cabin” who owned the property prior to the Rohrer’s who purchased it from Mong in the 1827. When State Highway MD64 was widened, a project plat (attached to this report, #18551) does show a log and clapboard building directly across the road to the west, similar to the 1877 map configuration of buildings. It’s possible this structure, no longer existing nor part of this property today, is the “Cabin” referenced colloquially. The MIHP places significance of the property in its architecture and its association with agriculture, significant themes in Washington County’s heritage. The survey form and map excerpts are attached to this report as part of the application materials.

Within an approximate 1-mile radius, there are more than 20 other sites identified in the MIHP including:

Site	Century	Category	Common Name
IV008	19	BUILDING	WELTYS CHURCH OF THE BRETERN
IV004	19	BUILDING	MONG-LININGER FARM
IV029	18	BUILDING	STONE FIELD

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IV031	19	BUILDING	
IV030	19	BUILDING	
IV032	19	BUILDING	
IV012	19	BUILDING	ST PAULS LUTHERAN CHURCH
IV043	19	BUILDING	WD BROMLEY ORCHARD
IV034	19	BUILDING	
IV052	18	BUILDING	STOUFFER FARM
IV049	20	BUILDING	KRETSINGER FARM
IV045	19	BUILDING	
IV044	19	BUILDING	
IV085	19	BUILDING	
IV064	19	BUILDING	ROWE HOUSE
IV063	19	BUILDING	
IV062	19	BUILDING	GARVERS MILL SITE
IV058	19	BUILDING	
IV041	19	BUILDING	
IV040	19	BUILDING	
IV025	19	BUILDING	
IV024	19	BUILDING	GARDENOUR ORCHARDS, INC.
II1124	0	BUILDING	CHANEYS LOT, CHANEYS LUCK
IV267	20	STRUCTURE	BRIDGE 2601
IV268	0	BUILDING	

It should be noted this rezoning site is the only 18th Century example in the 1-mile radius and one of less than 250 remaining 18th Century sites on the County's MIHP as it currently is documented.

Change, Mistake and the HP Zone Criteria

Zoning map amendments, when not part of a comprehensive rezoning undertaken by the governing body, are usually under an obligation to meet the change or mistake test. It must be shown that there has been a change in the character of the neighborhood where the request for rezoning is located or that there was a mistake in the original zoning. The Historic Preservation Overlay is **NOT** subjected to that test. Instead, the text of the zone contains 11 specific criteria. Meeting any one of these criteria would make a site eligible to receive the HP Overlay.

The Washington County Zoning Ordinance discusses the establishment of the HP Overlay and excerpts are provided that elaborate on the purpose and the change or mistake issue.

"The "HP" District is an overlay zone that indicates the presence of an historic site, structure or district, which has been or will be judged to be of significance to the heritage of Washington County. The overlay zone is also a mechanism to monitor and regulate building activities in the "HP" District. As an overlay zone, the "HP" District imposes additional guidelines during the construction or modification of new or existing structures on the subject property. These criteria are in addition to the conventional underlying land

use zone. The "HP" overlay zone shall be in no way construed to limit or modify the permitted uses of the underlying zone.” (Section 20.4, Washington County Zoning Ordinance)

“Since the "HP" designation is an overlay zone and the existing underlying zone will continue to control the land use, it is not necessary to prove, during the amendment proceedings, that a change in the character of the neighborhood or a mistake in the original zoning has occurred.” (Section 20.4 (b)1., Washington County Zoning Ordinance)

The criteria for the establishment of an HP Overlay zone are enumerated in Section 20.5 and are listed below:

(a) If the Historic Resource meets any of the criteria noted below or if it is listed in either the Maryland Historical Trust’s Inventory of Historic Sites or the National Register of Historic Places, it may be classified as an historic structure, site or district.

(b) Historical and Cultural Significance

1. The historic resource should have significant character, interest, or value as part of the development, heritage, or cultural characteristics of the county, state, or nation;
2. The historic resource could be the site of a significant historic event;
3. The historic resource should be identified with a person or a group of persons who influenced society; or
4. The historic resource exemplifies the cultural, economic, social, political, or historic heritage of the County and its communities.

(c) Architectural and Design Significance

1. The historic resource embodies the distinctive characteristics of a type, period, or method of construction or architecture;
2. The historic resource represents the work of a master artisan, architect or builder;
3. The historic resource possesses high artistic value;
4. The historic resource represents a significant and distinguishable entity whose components may lack individual distinction;
5. The historic resource represents an established and familiar visual feature of the neighborhood, community, or County, due to its singular physical characteristics, landscape or historical event.
6. The historic resource is the only example ever existing or remaining of a particular period, style, and material or construction technique.

Staff Analysis and Recommendation:

The applicant provided the MIHP documentation and references that highlight their justification and eligibility of the site for the HP Overlay. The existing documentation supports the resources on the property having significant character in the development and heritage of the County. The site is also identified with both the Rohrer and the Mong families who influenced the County’s development. The Mong family, being of German descent and settling in the County, and

having developed this site originally, means it is an example of the County's historic heritage and its communities. The documentation also indicates that this property retains distinctive characteristics of local architecture for its stone construction and use of environmental features on the property being built over the spring. It is one of a few remaining examples of stone architecture within the County's existing resources.

It is expected that the applicant will provide additional supporting documentation during or following the public hearing as it becomes available.

The property and structures meet several of the criteria specified in the Zoning Ordinance for the establishment of the HP Overlay including those in bold/underline below:

(a) If the Historic Resource meets any of the criteria noted below or if it is listed in either the **Maryland Historical Trust's Inventory of Historic Sites** or the National Register of Historic Places, it may be classified as an historic structure, site or district.

(b) Historical and Cultural Significance

1. The historic resource should have significant character, interest, or value as part of the development, heritage, or cultural characteristics of the county, state, or nation;

2. The historic resource could be the site of a significant historic event;

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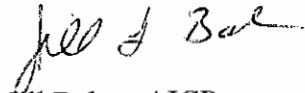
6. The historic resource is the only example ever existing or remaining of a particular period, style, and material or construction technique.

It should also be noted, that the Historic Preservation Overlay zoning designation will support the retention, to the extent practicable, of the buildings distinctive characteristics that might otherwise be required to be removed, upgraded, or altered to comply with building code or Floodplain Ordinance requirements.

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Based on the information presented and analysis prior to any input from a public meeting or hearing, the Planning staff recommends approval of the application to apply the Historic Preservation Overlay zone as requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jill Baker".

Jill Baker, AICP

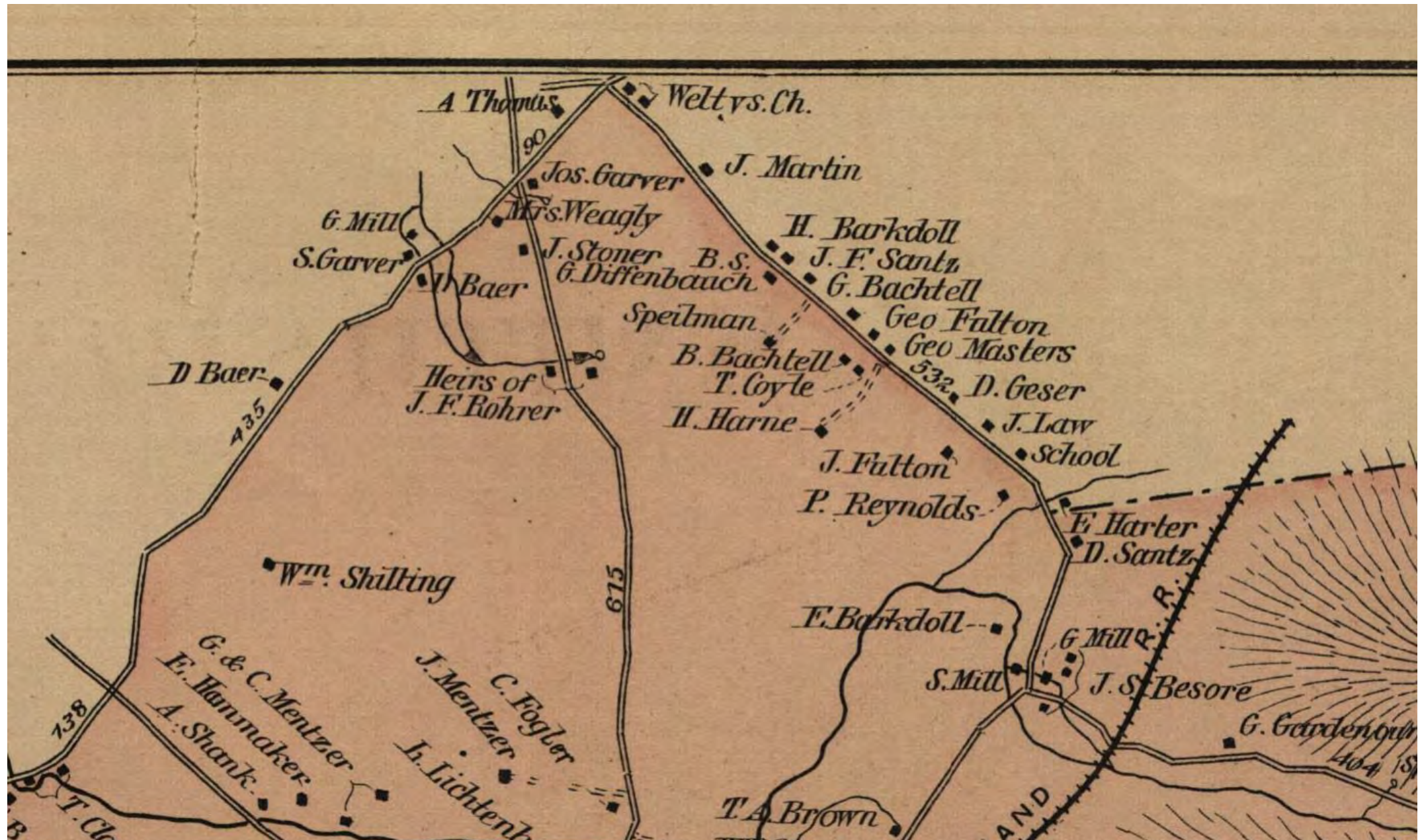
Director

Attachments:

1. 1877 An Illustrated Atlas of Washington County (excerpt)
2. 1859 Taggart Map Exhibiting the Farms, Election Districts of Washington County, MD (excerpt)
3. Staff Deed Chain
4. MIHP WA-IV-029
5. 2019 Aerial Image with HP Overlay detail
6. MD 64 Widening Plat 18551
7. Property Pictures



1859 Taggart Map Exhibiting the Farms, Election Districts Washington County, Excerpted, with Rohrler highlighted



1877 An Illustrated Atlas of Washington County, Excerpted

Deed Chain – Existing Piece (from 2 sources)

From	To	Reference	Year	Notes
Jacqueline Ruth Kelly & Judith Cochran Carlberg	David Forcino	1329/729	1997	25.5 acres
Jacqueline Ruth Kelly	Jacqueline Ruth Kelly & Judith Carlberg	1119/819	1993	25.5 acres
Joanne Burch Senall	Jacqueline Ruth Kelly	869/51	1988	
Elwood and Joanne Hauver	Joanne Burch Senall	784/236	1985	
Elvin & Winnie Gelvin	Elwood and Joanne Hauver	381/24	1962	32.4 acres p/o 2 pieces (Gelvins owned it during widening of Smithburg Pike)

Deed Chain – Gelvin 1 – only a small portion on e/s of property

From	To	Reference	Year	Notes
Roy C. Smith	Elvin and Winnie Gelvin	320/595	1957	(this piece is only a small portion of the property on the E/S)
Nick Dattalio	Roy Smith	232/571	1945	
Peter McNeal	Nick Dattalio	182/428	1929	
Millard Sowers	Peter McNeal	180/303	1928	
Herbert and Bertha Sowers	Millard Sowers	177/481	1927	
Earl Whitmore	Herbert and Bertha Sowers	173/83	1925	
Lancelot Jacques Sr. and Alice B	E. Earl Whitmore	162/263	1922	
Josiah J. Brown	Lancelot Jacques	160/127	1921	
Calvin Spielman and Alice B	Josiah Brown	94/74	1889	67 acres
Rudolph Spielman	Alice B. and Calvin	86/87	1884	
Samual Welty (Sarah and Jacob Good)	Rudolph Spielman	75/573	1877	
E. Tracy Bishop and Mary L. Bishop	Samuel Welty	LBN2/575	1868	
Michael Grose	E. T. Bishop	LBN2/546	1868	
David Fessler	Michael Grose	W/611	1811	"Not at Home"
Joseph Latshaw	David Fessler	S/952	1807	
John Funk	Joseph Latshaw	P/78	1803	
Jacob Shank	John Funk	H/612	1794	
Jacob Thomas	Jacob Shank	F/24	1788	
??	Jacob Thomas	?		

Deed Chain – Gelvin 2 – main portion of the existing

From	To	Reference	Date	Notes
Ralph O. Blickenstaff and Hattie	Elvin and Winnie Gelvin	261/168	1951	"Rohrer Farm", 185.5 acres (minus 12.75 acres outconveyance)
Robert H. and Edna P. McCauley	Ralph and Hattie Blickenstaff	227/675	1944	
Edith H.I. Rohrer (executrix for Aaron and Mary Rohrer)	Robert and Edna McCauley	199/398	1935	185.5 acres
John T. Kinsey		130/764	1918	easement for the natural flow of water rights at the property owned by Rohrer
John H. Rohrer and Kate M. Rohrer (wf)	Aaron F. Rohrer	147/422	1915	this gives John and Kate's interest in the 208 and 8 acre piece soley over to Aaron F. Rohrer
Emma Boteler and George Boteler	John H. Rohrer, Aaron F. Rohrer, and Mary H. Rohrer	93/336	1889	208 acres 23 perches continguous with "The Delight"/"Resurvey on Dry Bottom"/"Whitemans Prospect"/"Keysers Inheritance"/"Wilks and Liberty Resurveyed"
Joseph E. Rohrer and Sadie Rohrer(father to Aaron and Mary), Samuel B. Rinehart and Elizabeth Rinehart, Susanna P. Newcomer, Elizabeth G. Rohrer (widow of Joseph), Daniel P. Saylor and Sarah Saylor	John H. Rohrer, Aaron f. Rohrer, Emma M. Rohrer (Boteler) and Mary H. Rohrer	83/399	1883	208 acres and 23 perches "The Delight"/"Resurvey on Dry Bottom"/"Whitemans Prospect"/"Keysers Inheritance"/"Wilks and Liberty Resurveyed"
Daniel Bear, Committee (Baer)		84/391	1883	8 acres; think this is just the confirmatory deed on behalf of one of the Bears who was incapacitated
Daniel Bear and wf. And Christian Bear (Baer)		84/394	1883	8 acres piece
Daniel Bear and wf. And Christian Bear (Baer)	heirs of Joseph E. Rohrer incl Elizabeth Rohrer (Joesephs widow), Sarah Saylor, John H. Rohrer, Emma Rohrer, Joseph E. Roher, Mary Rohrer, Aaron F. Rohrer	75/298	1877	3 acres 1 rood 23 perches w/improvements

Deed Chain – Rohrers and Mongs

From	To	Reference	Date	Note
Peter Mong	Elizabeth Rohrer	II/355	1827	120
Jacob Mong (Catherine)	Peter Mong	AA/414	1814	25.5 acres (p/o the delight)??Not sure if this is part of the other at this time
Catharine Mong	Peter Mong	Z/204	1814	another 20 acres p/o Wilks Liberty again not sure if this is part with house
Devalt Mong	Peter Mong	W/506	1811	20 acres, with houses, buildings, water, water courses, profits and commodities; undivided Eighth part of a tract or parcel of land p/o Wilks and Liberty
George Fishack	Peter Mong	W/760	1811	40 acres of Whiteman's Prospect
Jacob Harbaugh	Catherine Mong	S/787	1807	20 acres p/o Wilks and Liberty, this is Jacob Harbaugh and Wife Mary (Mong) giving interest to Catherine
Peter/Jacob Mong	Peter/Jacob Mong	S/548	1807	Agreement of first refusal of sale of "The Delight"
Peter Mong	Jacob Mong	S/619	1807	Interest in the Delight
Godfried Mong	Peter Mong	R/89	1805	Wilks and Libery
Godfried Mong	Peter Mong	r/87	1805	p/o Delight interest 431/4 acres
Godfried Mong	Peter Mong	r/83	1805	45 acres mentions Tictum Run and called "Stoney Valley"

WA-IV-029

Stone Field

Architectural Survey File

This is the architectural survey file for this MIHP record. The survey file is organized reverse-chronological (that is, with the latest material on top). It contains all MIHP inventory forms, National Register nomination forms, determinations of eligibility (DOE) forms, and accompanying documentation such as photographs and maps.

Users should be aware that additional undigitized material about this property may be found in on-site architectural reports, copies of HABS/HAER or other documentation, drawings, and the “vertical files” at the MHT Library in Crownsville. The vertical files may include newspaper clippings, field notes, draft versions of forms and architectural reports, photographs, maps, and drawings. Researchers who need a thorough understanding of this property should plan to visit the MHT Library as part of their research project; look at the MHT web site (mht.maryland.gov) for details about how to make an appointment.

All material is property of the Maryland Historical Trust.

Last Updated: 03-12-2004

MARYLAND HISTORICAL TRUST

WA-IV-029
District 7
Map 40
Parcel 203
MAGI # 2213665235

INVENTORY FORM FOR STATE HISTORIC SITES SURVEY

1 NAME

HISTORIC

AND/OR COMMON

"Stone Field"

2 LOCATION

STREET & NUMBER

Route # 64 near Welty Church Road

CITY, TOWN

☒ VICINITY OF Smithsburg

CONGRESSIONAL DISTRICT

6

STATE

Maryland

COUNTY

Washington

3 CLASSIFICATION

CATEGORY

☐ DISTRICT
☒ BUILDING(S)
☐ STRUCTURE
☐ SITE
☐ OBJECT

OWNERSHIP

☐ PUBLIC
☒ PRIVATE

☐ BOTH

PUBLIC ACQUISITION

☐ IN PROCESS
☐ BEING CONSIDERED

STATUS

☒ OCCUPIED
☐ UNOCCUPIED
☐ WORK IN PROGRESS
ACCESSIBLE
☐ YES RESTRICTED
☐ YES UNRESTRICTED
☒ NO

PRESENT USE

☒ AGRICULTURE ☐ MUSEUM
☐ COMMERCIAL ☐ PARK
☐ EDUCATIONAL ☒ PRIVATE RESIDENCE
☐ ENTERTAINMENT ☐ RELIGIOUS
☐ GOVERNMENT ☐ SCIENTIFIC
☐ INDUSTRIAL ☐ TRANSPORTATION
☐ MILITARY ☐ OTHER

4 OWNER OF PROPERTY

NAME

Mr. and Mrs. Elwood Hauver

Telephone #:

STREET & NUMBER

Route # 3, Box 39

CITY, TOWN

Smithsburg

VICINITY OF

STATE, zip code

Maryland 21713

5 LOCATION OF LEGAL DESCRIPTION

COURTHOUSE

REGISTRY OF DEEDS, ETC.

Washington County Court House

Liber #: 381

Folio #: 024

STREET & NUMBER

West Washington Street

CITY, TOWN

Hagerstown

STATE

Maryland 21740

6 REPRESENTATION IN EXISTING SURVEYS

TITLE

DATE

☐ FEDERAL ☐ STATE ☐ COUNTY ☐ LOCAL

DEPOSITORY FOR
SURVEY RECORDS

CITY, TOWN

STATE

7 DESCRIPTION

WK-IV-029

CONDITION

☒ EXCELLENT
☐ GOOD
☐ FAIR

☐ DETERIORATED
☐ RUINS
☐ UNEXPOSED

CHECK ONE

☐ UNALTERED
☒ ALTERED $\leq 50\%$

CHECK ONE

☒ ORIGINAL SITE
☐ MOVED DATE _____

DESCRIBE THE PRESENT AND ORIGINAL (IF KNOWN) PHYSICAL APPEARANCE

This farmhouse is a multi-part stone dwelling, the largest section of which has a date stone in its west end wall marked 1810. The stone is a semi circular tablet lined with a finely cut stone arch. This part of the house faces south.

Extending to the north from the main section is a one and a half story three bay stone cabin built directly over a large spring which emerges into a pond behind the house. This structure predates the main section probably was built during the late 18th century and is known traditionally as "Peter Mong's Cabin".

Extending to the east of the main section is a long, one and a half story five bay wing which, itself, was built in two parts. These may date from two separate times from after the 1810 main section.

The 18th century section of the house features batten doors with long strap hinges.

The 1810 main section also has doors hung on long strap hinges. An upstairs mantel shows the Federal period influence with stop-flutes in a swag design and reeded pilasters. The main stair is located in the southeast corner of the 1810 house and is built along the front wall across the first story window. This type of stair construction has been found in a number of Ca. 1800 houses in the northeastern part of the County.

Most windows have nine over six pane sashes.

South of the house is a large stone bank barn with a date tablet similar to that on the 1810 section. It would appear to be contemporary with that part of the house.

CONTINUE ON SEPARATE SHEET IF NECESSARY

8 SIGNIFICANCE

PERIOD		AREAS OF SIGNIFICANCE -- CHECK AND JUSTIFY BELOW			
<input type="checkbox"/> PREHISTORIC	<input type="checkbox"/> ARCHEOLOGY-PREHISTORIC	<input type="checkbox"/> COMMUNITY PLANNING	<input type="checkbox"/> LANDSCAPE ARCHITECTURE	<input type="checkbox"/> RELIGION	
<input type="checkbox"/> 1400-1499	<input type="checkbox"/> ARCHEOLOGY-HISTORIC	<input type="checkbox"/> CONSERVATION	<input type="checkbox"/> LAW	<input type="checkbox"/> SCIENCE	
<input type="checkbox"/> 1500-1599	<input checked="" type="checkbox"/> AGRICULTURE	<input type="checkbox"/> ECONOMICS	<input type="checkbox"/> LITERATURE	<input type="checkbox"/> SCULPTURE	
<input type="checkbox"/> 1600-1699	<input checked="" type="checkbox"/> ARCHITECTURE	<input type="checkbox"/> EDUCATION	<input type="checkbox"/> MILITARY	<input type="checkbox"/> SOCIAL/HUMANITARIAN	
<input checked="" type="checkbox"/> 1700-1799	<input type="checkbox"/> ART	<input type="checkbox"/> ENGINEERING	<input type="checkbox"/> MUSIC	<input type="checkbox"/> THEATER	
<input checked="" type="checkbox"/> 1800-1899	<input type="checkbox"/> COMMERCE	<input type="checkbox"/> EXPLORATION/SETTLEMENT	<input type="checkbox"/> PHILOSOPHY	<input type="checkbox"/> TRANSPORTATION	
<input type="checkbox"/> 1900-	<input type="checkbox"/> COMMUNICATIONS	<input type="checkbox"/> INDUSTRY	<input type="checkbox"/> POLITICS/GOVERNMENT	<input type="checkbox"/> OTHER (SPECIFY)	
		<input type="checkbox"/> INVENTION			

SPECIFIC DATES **1810 (Main Section)** BUILDER/ARCHITECT

STATEMENT OF SIGNIFICANCE

This farmstead is an important example of vernacular stone construction and also shows the preference among early builders to put their dwellings over a spring of water. The architectural history of this house is complex but illustrative of traditional building in the area. Apparently it was a homestead of the Mong family were of German descent and who came to the area from Pennsylvania.

CONTINUE ON SEPARATE SHEET IF NECESSARY

9 MAJOR BIBLIOGRAPHICAL REFERENCESPotomac Valley Architect., May/June 1968.

CONTINUE ON SEPARATE SHEET IF NECESSARY

10 GEOGRAPHICAL DATAACREAGE OF NOMINATED PROPERTY 26.75 acres

VERBAL BOUNDARY DESCRIPTION

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE

COUNTY

STATE

COUNTY

11 FORM PREPARED BY

NAME / TITLE

Paula Stoner, Architectural Historian

ORGANIZATION

Preservation Associates

DATE

July 1978

STREET & NUMBER

109 West Main Street, Box 202

TELEPHONE

301-432-5466

CITY OR TOWN

Sharpsburg

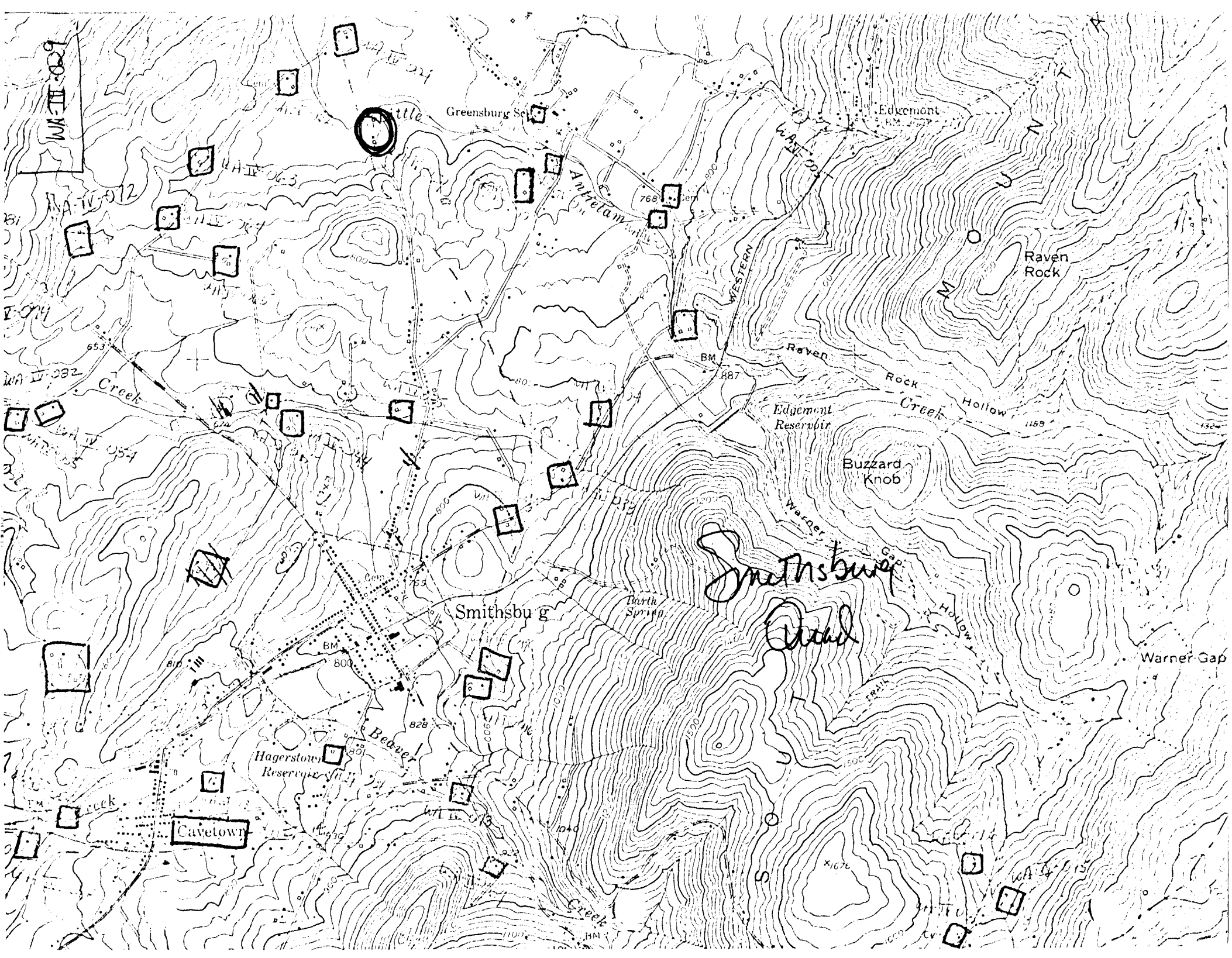
STATE

Maryland 21782

The Maryland Historic Sites Inventory was officially created by an Act of the Maryland Legislature, to be found in the Annotated Code of Maryland, Article 41, Section 181 KA, 1974 Supplement.

The Survey and Inventory are being prepared for information and record purposes only and do not constitute any infringement of individual property rights.

RETURN TO: Maryland Historical Trust
The Shaw House, 21 State Circle
Annapolis, Maryland 21401
(301) 267-1438





WA-IV-029

S.W.

Nov 1976

"Stone Field"

**Rt. 64 near Welty Church Road
Smithsburg Vicinity**

PAULA STONER DICKEY
CONSULTANT WASHINGTON CO.
HISTORICAL SITES SURVEY



IWA-TV-029

N.E.

Nov. 1976

"Stone Field"

Rt. 64 near Welty Church Road
Smithsburg

Page 2
INSLT 107 100
RECORD 101 100



LVA-IV-029

S.E.

Nov. 1976

"Stone Field"

**Rt. 64 near Welty Church Road
Smithsburg Vicinity**

PAULA STONE

CONSULTANT

HISTORICAL



WA IV. 029

N.W.

Nov. 1976

"Stone Field"

**Rt. 64 near Welty Church Road
Smithsburg**

PAUL K. HUGHES
CONSULTANT WASHINGTON DC
HISTORICAL SITES SURVEY



"Stone Field"

**Rt. 64 near Welty Church Road
Smithsburg Vicinity**

WA-IV-029

N.W.

Nov. 1976

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D.C.
HISTORICAL SITE SURVEY



WA-TV-029

N.

Nov. 1976

"Stone Field"

Rt. 64 near Welty Church Road
Smithsburg Vicinity

PAULA STONER DICKEY
CONSULTANT, WASHINGTON CO.
HISTORICAL SITES SURVEY



"Stone Field"

WA-TV 029

Barn. N.E.

Nov. 1976

Rt. 64 near Welty Church Road
Smithsburg Vicinity

PAULA JONER DICKEY
CONSULTANT WASHINGTON CO
HISTORICAL SITES SURVEY



WA-IV-029

Smokehouse N.W.

Nov. 1976

"Stone Field"

Rt. 64 near Welty Church Road
Smithsburg Vicinity


PAULA STONER DICKEY
CONSULTANT, WASHINGTON CO
HISTORICAL SITES SURVEY


13215 Smithsburg Pike



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 Parcels
 Roads

 RZ-23-007

100

Feet
1 inch equals 100 feet

The parcel lines shown on this map are derived from a variety of sources which have their own accuracy standards. The parcel lines are approximate and for informational purposes ONLY. They are not guaranteed by Washington County Maryland or the Maryland Department of Assessments and Taxations to be free of errors including errors of omission, commission, positional accuracy or any attributes associated with real property. They shall not be copied, reproduced or scaled in any way without the express prior written approval of Washington County Maryland Planning and Zoning Department. This data DOES NOT replace an accurate survey by a licensed professional and information shall be verified using the relevant deeds, plats and other recorded legal documents by the user.



State Highway Administration (State Road Plats) W-448-009-620 Plat 18551, MSA_S1624_18551. Date available 4/22/1959. Printed 09/12/2023.

9-222-5-9
SENT TO RECORD OFFICE





Bank Barn, facing west



Bank Barn, facing west, windows and venting with metal straps



Bank Barn, facing north west, southeast corner



Bank Barn, facing north, entrance



Bank Barn, facing east, Old Smithsburg Pike side



Bank Barn, facing east, Old Smithsburg Pike side, ruin adjacent to barn, unknown use



Bank Barn, facing southeast, showing opening between barn and ruin, metal windows in barn



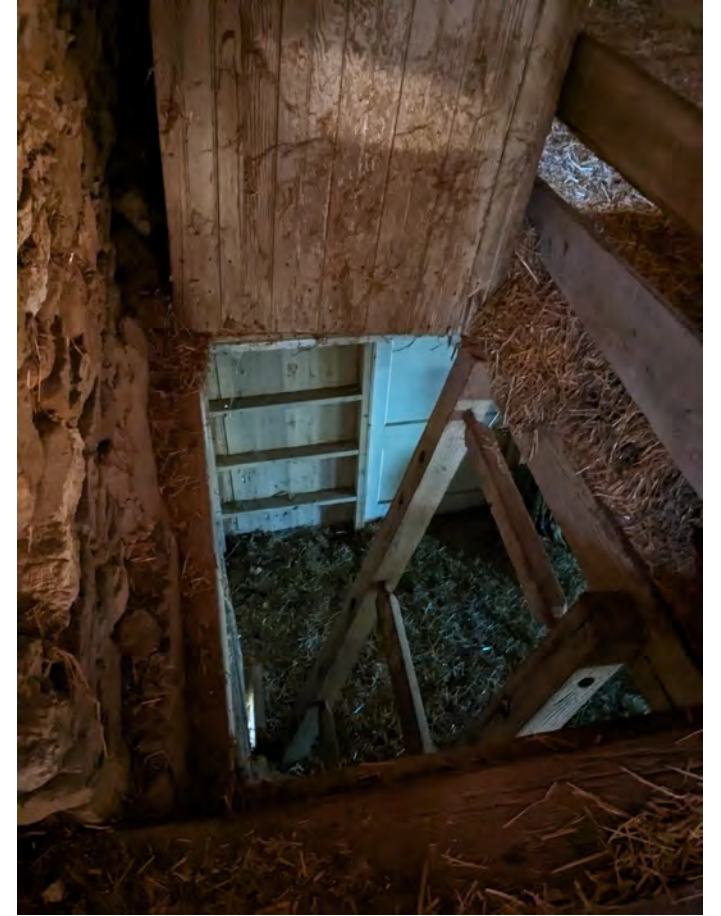
Bank Barn, facing west, toward Old Smithsburg Pike, showing tie in from ruin to bank barn and opening into the bank barn on its southside



Bank Barn, interior, east wall, venting and timbers with opening



Bank Barn, interior, roof, trusses



Bank Barn, interior, west wall, vinyl exterior covering intact wood siding



Bank Barn, interior of doors on the southside, (bank access) of barn



Dwelling, facing north



Dwelling, facing north, wood window detail and front door



Dwelling, facing east, note inset with date 1810



Dwelling, to rear, facing east



Dwelling, to rear, facing south, end wall



Dwelling, to rear, facing south



Dwelling, to rear, facing southwest, kitchen 30 pane



Dwelling, facing north



Dwelling, facing north, door and masonry detail



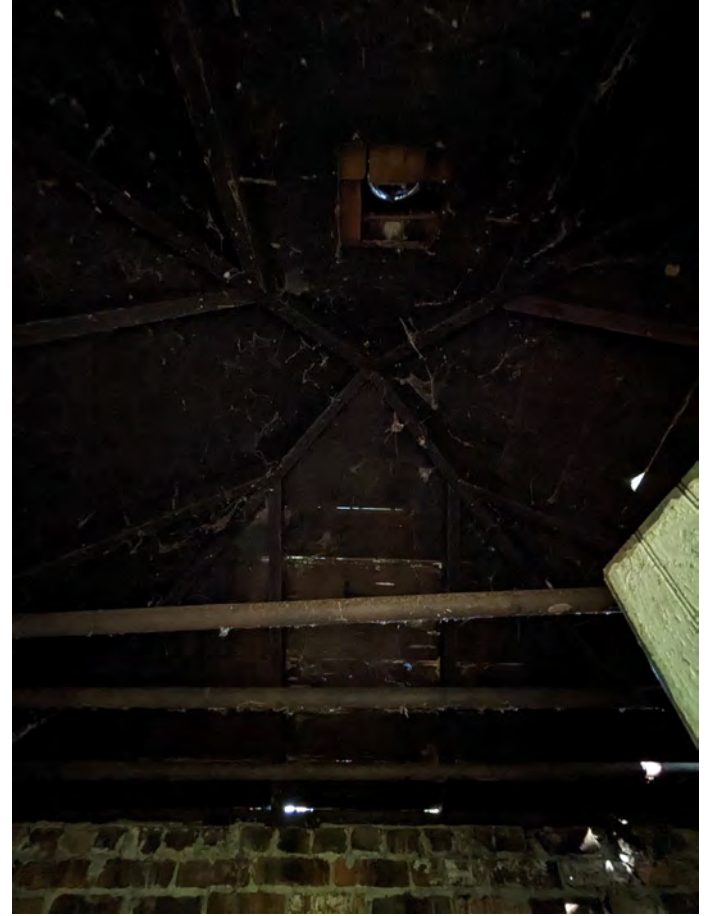
Smokehouse, facing north, pyramidal roof wood shingle and entrance



Smokehouse, facing south, rear and west side of structure



Smokehouse, facing north, brickwork detail to left side of entrance door



Smokehouse, interior



Walled Pond, facing west toward
Smithsburg Pike



Walled Pond, facing west toward
Smithsburg Pike



Walled Pond, facing west, steps on north east side



Walled Pond, facing north east, steps and collapsed portion



Walled Pond, facing southeast, showing spring under structure and pipe previously used by Town of Smithsburg



Washington County

M A R Y L A N D

DEPARTMENT OF PLANNING & ZONING

PLANNING | ZONING | LAND PRESERVATION | FOREST CONSERVATION | GIS

October 4, 2023

RZ-23-007

**APPLICATION FOR MAP AMENDMENT
PLANNING COMMISSION RECOMMENDATION**

Property Owner(s)	:	David C. Forcino
Applicant(s)	:	Jeffrey Unsworth
Location	:	13215 Smithsburg Pike
Election District :		#7 – Smithsburg
Comprehensive Plan		
Designation	:	Agriculture
Zoning Map	:	40
Parcel(s)	:	P. 203
Acreage	:	2.46 acres
Existing Zoning	:	A(R) – Agricultural Rural
Requested Zoning	:	A(R)/HP – Agricultural Rural with Historic Preservation overlay
Date of Meeting :		October 2, 2023

RECOMMENDATION

The Washington County Planning Commission held a rezoning public input meeting on October 2, 2023 for the purpose of considering a map amendment for 2.46 acres of land located at 13215 Smithsburg Pike. The applicant is requesting the application of the Historic Preservation overlay zone on a portion of property currently zoned Agricultural Rural.

The Planning Commission considered the application and supporting documents, oral testimony from the applicants, public comments from interested parties and the Staff Report and Analysis. The Planning Commission then took action to recommend to the Board of County Commissioners approval of the map amendment (RZ-23-007) because the request meets the spirit and intent of the HP overlay zone based upon the findings of fact listed in the Staff Report and consistency with the Comprehensive Plan.

Copies of the application packet and Staff Report and Analysis are attached.

Respectfully submitted,

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

JLB//dse

Attachments

cc: Kirk Downey

**WASHINGTON COUNTY PLANNING COMMISSION
REGULAR MEETING
October 2, 2023**

The Washington County Planning Commission held its regular monthly meeting on Monday, October 2, 2023 at 7:00 p.m. at the Washington County Administrative Complex, 100 W. Washington Street, Room 2000, Hagerstown, MD.

CALL TO ORDER AND ROLL CALL

The Chairman called the meeting to order at 7:00 pm.

Planning Commission members present were: Clint Wiley, Chairman, David Kline, BJ Goetz, Denny Reeder, Terrie Shank, Jeff Semler, and Ex-officio County Commissioner Randy Wagner. Staff members present were: Washington County Department of Planning & Zoning: Jill Baker, Director; Jennifer Kinzer, Deputy Director; Meghan Jenkins, GIS Coordinator; and Debra Eckard, Administrative Assistant.

PUBLIC INPUT MEETING

Jeffrey and Laura Unsworth [RZ-23-007]

Staff Presentation

Ms. Baker presented a proposed map amendment application for property located at 13215 Smithsburg Pike. The applicant is requesting the Historic Preservation overlay for property currently zoned A(R) – Agricultural Rural. The overlay imposes different types of regulation and guidelines for new construction and modifications of existing structures located on the property as it relates to historic preservation. Ms. Baker noted that only a portion of the property around the existing structures is being proposed for the overlay. Structures include a stone dwelling, a stone bank barn and a brick smoke house. The property is listed on the Maryland Inventory of Historic Places (MIHP). One unique feature of the property is the house is located over a spring in the basement of the home, which is associated with a nearby stream. Environmental features associated with the spring include flood plain, wetlands, and state endangered species habitats.

Ms. Baker stated that this request is consistent with policies of the County’s adopted Comprehensive Plan based on plans for the continued use, restoration and preservation of the property. The HP overlay can assist the owners in restoring a portion of the dwelling structure which is located within the flood plain. The property is surrounded by agricultural uses with a scattering of residential development; there are approximately 20 historic sites located within one mile of this property.

Ms. Baker noted that in order to evaluate the appropriateness of the zoning, specific criteria must be considered as listed in Section 20.5 of the Washington County Zoning Ordinance. Criteria includes, but is not limited to: the historic resource being listed in the MIHP or National Register of Historic Places; cultural or historic significance; and architectural or design significance.

Based on the information provided by the applicant and the analysis completed, staff is recommending approval of the request. The application was reviewed by the Historic District Commission who unanimously supported this request; one public comment was received that also supported the request.

Applicant’s Presentation

Mr. Jeffrey Unsworth and Laura Lane-Unsworth, 9701 Larkspur Lane, Hagerstown, were present at the meeting. Mr. Unsworth stated that the property is of the revolutionary war/civil war era and It is their wish to restore and preserve the property as much as possible. The Unsworth’s understand that the HP overlay applies additional restrictions on the property.

Public Comments

- Ann Aldrich, 13302 Unger Road, Hagerstown – Ms. Aldrich stated she is a member of the Historic District Commission, she lives in a historic house, and she is active in the restoration of the Saylor House at Kiwanis Park in Hagerstown. She commends the Unsworths for their efforts to preserve this historic property and fully supports this request.
- Jefferson Boyer, 68 S. Main Street, Smithsburg – Mr. Boyer stated he is the President of the Smithsburg Historical Society and they fully endorse this application.

These minutes have been approved and are awaiting signature.

Motion and Vote: Mr. Goetz made a motion to recommend approval of the request to the Board of County Commissioners because it meets the spirit and intent of the HP overlay zone based upon the findings of fact listed in the Staff Report. The motion was seconded by Mr. Kline and unanimously approved with Commissioner Wagner abstaining from the vote.

The Chairman adjourned the public input meeting at 7:15 p.m. and opened the regular meeting.

OTHER BUSINESS

Update of Projects Initialized

Ms. Kinzer provided a written report for land development plan review projects (56 total) initialized during the month of August including 7 site plans and 6 preliminary-final plats. A six lot residential subdivision on Fairplay Road was submitted in August. Mr. Reeder asked if road widening improvements would be required. Ms. Kinzer stated the plan was routed to the State Highway Administration and the County Engineering Department for review. She will check if any comments have been received and follow-up with Mr. Reeder.

Comprehensive Plan Update

Ms. Baker reported there are two more meetings – one in Smithsburg on October 10th and one in Williamsport on October 25th to finalize our public input meetings around the County. Official comments have been received from the City of Hagerstown; we have also received comments from the Maryland Department of Planning. The comment period remains open until our public input meeting closes in Williamsport.

Following all public input meetings, staff will bring the document to the Planning Commission to decide on any revisions that are necessary prior to forwarding the document to the Board of County Commissioners. We anticipate getting the finalized document to the Commissioners after the first of the year.

Ms. Baker noted that public comments continue to be focused on warehouses and traffic concerns around the County.

UPCOMING MEETINGS

1. Washington County Planning Commission regular meeting, November 6, 2023 at 7:00 p.m.

ADJOURNMENT

Mr. Kline made a motion to adjourn the meeting at 7:30 p.m. The motion was seconded by Mr. Goetz and so ordered by the Chairman

Respectfully submitted,

Clint Wiley, Chairman



Agenda Report Form

Open Session Item

SUBJECT: Hotel Rental Tax Funding Request, The House on Jonathan Street Documentary

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Rachel Souders, Director, Office of Grant Management; Dan Spedden, Hagerstown/Washington County Convention & Visitor's Bureau (CVB), Russ Hodge, 3 Roads Communications, Inc.

RECOMMENDED MOTION: Move to approve the request for Hotel Rental Tax funding for the "House on Jonathan Street" Documentary in the amount of \$_____ for direct expenses associated with the event.

REPORT-IN-BRIEF: The Hagerstown/Washington County Convention & Visitor's Bureau (CVB) has submitted a request for Hotel Rental Tax funding to gain an underwriting credit for a documentary film related to the history and culture of Washington County entitled "The House on Jonathan Street."

DISCUSSION: The Hagerstown/Washington County Convention & Visitor's Bureau (CVB) has submitted a request for Hotel Rental Tax funding to gain an underwriting credit for a documentary film related to the history and culture of Washington County entitled "The House on Jonathan Street." The amount of funding requested for this project is \$50,000, and the total projected cost of the project is \$100,000. The remaining portion of the expenses will be paid for by the CVB.

The application has been reviewed by the Office of Grant Management and the project meets the goals of the Hotel Rental Tax grant program.

FISCAL IMPACT: The Hotel Rental Tax Fund balance will be reduced by the amount of this award. Current balance of the fund is \$969,250.49.

CONCURRENCES: N/A

ALTERNATIVES: Deny the applicant's request for Hotel Rental Tax Funding.

ATTACHMENTS: Hotel Rental Tax Funding Application, Underwriting Proposal and Project Timeline

AUDIO/VISUAL NEEDS: N/A

Washington County, Maryland
Hotel Rental Tax Funding
Grant Application

100 West Washington Street
Room 2200
Hagerstown, Maryland 21740
240-313-2040

Organization/Agency:	Hagerstown/Washington County CVB	E-mail Address:	Dan@visithagerstown.com
Address:	16 Public Square Hagersotwn MD 21740		
Contact Person:	Dan Spedden	Title:	President
Phone Number:	(301) 991-0521	Fax Number:	3017912601
Tax ID/Federal ID#:	52-1866211	<input checked="" type="radio"/> Capital Request	<input type="radio"/> Operating Request
Project Classification:	<input checked="" type="radio"/> Tourism/Attraction <input type="radio"/> Economic Development <input checked="" type="radio"/> Cultural <input type="radio"/> Recreation		
Project Name:	The House on Jonathan Street		
Project Start Date:	9/01/2023	Project End Date:	11/30/2023

Project Justification and Economic Benefit/Impact to the Visitor Industry, if Applicable

The CVB proposes to partner with the Hotel Rental Tax Grant Fund to gain an Underwriting Credit for a documentary film related to the History and Culture of Washington County. The benefits associated with being the Underwriter can best be described as advertising and promotion designed to elevate the profile of Washington County as a preferred destination for Cultural and Heritage Tourists.

Anticipated Visitor Attendance and Impact on Hotel Rental Occupancy, if Applicable

Hotel occupancy will be positively impacted through the production phase of the film through business travel associated with the production team.

Hotel occupancy will be subsequently and positively impacted by Cultural and Heritage Tourists who were inspired by the film to visit Hagerstown and Washington County.

Narrative Description of Project: Include purpose of project, outline of project procedures, intended results of project or any additional comments that support the need for project and/or merit as an event or activity designed to promote Washington County, Maryland.

Purpose of Project: The CVB proposes to partner with the Hotel Rental Tax Grant Fund to gain an Underwriting Credit for the documentary film and to win for our community all of the benefits associated with being the Underwriter.

What Is Underwriting?

In the commercial world of television, underwriting is called sponsoring or advertising. In the world of public television, underwriters fund programming. Underwriters can be corporations, members of the business community, foundations, associations, government agencies or unions. In return for this support, a public TV program runs a sponsor message that can be up to 30 seconds in length as a thank you at the start and finish of each program. This is built into the program and must be aired each time the show is broadcast.

Sponsor messages on public television have a greater impact and are more effective than spots elsewhere on television because public television has such a small amount of non-program material, less than 6 minutes an hour, versus all the other broadcasters (network and basic cable) who include 16 ½ minutes of non-program time per hour. In addition, the prohibition against "hard sell" spots and the trustworthiness of public television combine to make underwriting messages extremely credible and memorable.

Project Procedures:

3 Roads Communications will produce and distribute the documentary film. 3 Roads and the CVB will agree that the CVB will receive a fifteen second audio and video underwriting credit appearing before and after each broadcast of the Program on Public Television. The documentary film will be titled "The House on Jonathan Street" and will be approximately sixty minutes long. The House on Jonathan Street will be made available by 3 Roads Communications for broadcast to Public Television member stations in the United States for unlimited broadcasts for a period of one year from initial distribution beginning no later than June 1, 2023.

Activity Designed to Promote Washington County:

Based on previous documentaries, The House on Jonathan Street should attract, at a minimum, broadcasts on more than 250 public TV stations covering at least 85% of the U.S. markets. The goal is to clear at least one station, and often multiple stations, in each of the Top 25 TV markets.

A National Public TV documentary will add prestige to the underwriter's destination brand.

Corollary media attention to the program will add national visibility for the underwriter's brand.

Film screenings in key local and regional venues will also provide additional exposure for the underwriter and amplify the impact of the documentary.

ATTACHMENTS: Documentary Concept and Time Line, Underwriting Agreement

Total Project Budget

A. Amount of Hotel Rental Tax Grant Funding Requested	\$50,000
B. List Other Funding Sources and Their Respective Amounts	
Source: CVB operating funds	\$50,000
Source:	
Source:	
C. Total Project/Event Funding (A + B)	\$100,000

Itemize your total project budget into the appropriate classifications:

A. Tourism Attraction (Be specific in expense break down):	
Underwriting Agreement	\$100,000
B. Economic Development Enhancement (Be specific in expense breakdown):	
C. Cultural Projects (Be specific in expense breakdown):	
D. Recreational Projects (Be specific in expense breakdown):	
Total Project Budget	\$100,000

Certification:

We certify the information contained in this application is complete, accurate and fully discloses the scope and intent of our request for funding from the Hotel Rental Tax Fund. We agree to comply with the County's requests for information regarding the use of awarded funds and to provide access to accounting records related to these funds.

We acknowledge that if expenditures of funds is approved, such approval will be for line-item-by-line-item expenditures, which must be adhered to within the maximum 10% line item deviation.

We further acknowledge that any deviations beyond 10% allowable amount will require us to submit a program amendment which will have to be approved by the Office of Grant Management prior to any further expenditures.

By signing this application, I/we accept and agree to be bound by the terms and conditions of Hotel Rental Tax Regulations as administered by the Washington County Commissioners in compliance with current State laws.

Signature:



Date: 7/21/2023

Applicant/Organization:

HAGERSTOWN/WASHINGTON COUNTY CUB

Recommended by:

Susan M. Buchanan

Date: 7/27/23

☐ Approve

☐ Denied

Director, Office of Grant Management

Recommended Award:

deferred

Comments:

Per policy, this request is deferred to the Board of County Commissioners for consideration of funding. Upon approval of the Acting County Administrator it will be placed on an open session agenda.

Approved By:

Date:

☐ Approved

☐ Denied

County Administrator

Approved Award:

Board of County Commissioner Approval (for requests of \$25,000 and over):

Approved by BCC:

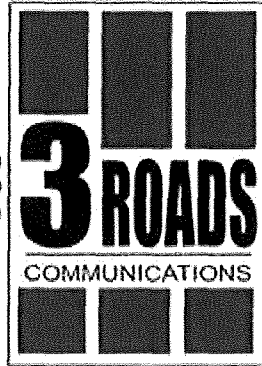
Date:

☐ Approved

☐ Denied

County Clerk

Return Application To:
Washington County Office of Grant Management
100 West Washington Street Room 2200
Hagerstown, Maryland 21740
240-313-2040



3 ROADS COMMUNICATIONS

www.3roads.com



February 1, 2022

To: Potential Underwriters (Sponsors)

From: 3 Roads Communications, Inc.

Re: The House on Jonathan Street Proposal

I. DOCUMENTARY CONCEPT

The House on Jonathan Street is a one-hour documentary intended for national distribution to Public Television, and national and international distribution through Amazon Prime.

The documentary uses the accidental discovery of the significant history of a modest dwelling on a traditionally African-American street in Hagerstown, Maryland to trace the roots of middle America's racial, economic and social interactions. Through the lens of this house, the rise and fall of the African-American community in small rust belt towns and cities across America is told. And how its discovery, renovation and renewal may portend a change in the fortunes of the street and the larger community.

The documentary is being produced in 4K, which is the highest technological format broadcast nowadays. This will ensure the desirability of the documentary both domestically and internationally, and also means that the documentary will have as long of a shelf life as possible, meaning additional distribution possibilities for the next decade.

Much of the principal photography and a dozen of the key research interviews for the documentary have been completed.

II. BACKGROUND

Based on 3 Roads' extensive experience producing and distributing programming nationally through Public Television, it appears that our collective interests would be best served by moving forward with a national Public TV distribution. This does not rule out the idea that eventually, perhaps even after the production of the sizzle reel, that a cable outlet might become interested, and we will shop it there as well.

The upside of public TV distribution is that we will maintain editorial and creative control of the documentary, and we would own all subsidiary rights in the shows, including international rights, which may be considerable on a show of this type. It also allows us to further distribute the documentary through our arrangement with Amazon Prime, as well as through our educational market agreements and our international distribution agreements.

The downside of Public TV distribution is that we provide the programs to the stations for free, which means that we would have to find funding as opposed to having it paid for by cable networks. Another downside is that public TV rules are more restrictive in terms of promotion and separation of editorial and commercial. However, we have always managed to successfully stay within public TV rules and have successful distribution as well.

Another huge upside to Public TV distribution is that the demographics of public TV viewers align completely with House on Jonathan Street target audience profile. Public TV delivers the highest incomes, highest educated demographic in television, with mass viewership that exceeds most cable networks.

With that in mind....

III. THE DEAL

We propose that we enter into an agreement with one or two underwriters to produce this documentary. As we have with all of our productions, 3 Roads would handle all production, distribution and marketing of the series. In addition to Public TV, 3 Roads also has a distribution agreement in place with Amazon Prime, where all of our documentaries and series are streamed.

Each underwriter on the series will receive two underwriter credits per program acknowledging their funding role. One credit will be at the beginning of each episode, and one credit would be at the end of each episode. Placement and length of the credits will depend upon the amount of money that each funder contributes.

IV. BUDGET

We have included a separate budget with line items. The “all-in” figure, for production, distribution and marketing for the 13-episode series is \$250,000.

V. BENEFITS FOR UNDERWRITERS

- The House on Jonathan Street will sensitively examine many of the issues at the core of polarized American politics: race, wealth inequality, the loss of the manufacturing economy and opioid addiction.
- Based on our previous documentaries, The House on Jonathan Street should attract, at a minimum, broadcasts on more than 250 public TV stations covering at least 85% of the U.S. markets. We normally clear at least one station, and often multiple stations, in each of the Top 25 TV markets.
- A national Public TV documentary would add prestige to the underwriter brand.
- Corollary media attention to the program will add national visibility for the underwriter.
- Film screenings in key local and regional venues will also provide additional exposure for the underwriter and amplify the impact of the documentary.

VI. ADDITIONAL POINTS

- 3 Roads would produce and distribute The House on Jonathan Street and would be responsible for its editorial and production content.

- The documentary would be broadcast nationally; likely on Public TV but also marketed to cable networks. It would also be streamed on Amazon Prime and sold internationally for broadcast and/or cable distribution. Several of our programs have premiered on Public TV and then been resold domestically to cable networks.
- Underwriter messages would be featured prominently in each episode.
- An underwriter “sponsor” who contributes more than \$100,000 for the series will receive two fifteen second underwriter messages per episode. The underwriter who contributes the most would have the lead position.
- The documentary has a total of three minutes of time for underwriter messages; ninety seconds at the beginning and ninety seconds at the end.
- Public TV viewers have the best demographics in the world; they are the high income, highly educated decision-makers.
- Public TV also reaches a mass affluent audience. Their total number of viewers each week trail only the three major networks and a few cable networks in terms of total viewership.
- The House on Jonathan Street would premier on public TV six months to one year after production begins.
- The production team for this series has produced an Oscar-qualified documentary, seven public TV series and seven public TV specials and documentaries. They are well known within the tight-knit public TV world and can access relationships to provide enhanced program carriage and better timeslots.

SAMPLE PRODUCTION TIMETABLE

Broadcasts Begin February 2023 (Black History Month)

Calendar Year 2021 (Completed)

Research Interviews including:

Reggie Turner, Chairman Western Maryland Development Corps

Tereance Moore, Western Maryland Development Corps

Ruth Dredde, former Jonathan Street resident and former Hagerstown schoolteacher

Ron Cassie, Editor, Baltimore Magazine; author of award-winning article about Hagerstown

Bob Bruchey, former Mayor of Hagerstown

Lynn Bowman, Author, 10 Weeks on Jonathan Street\

Nick Redding, Executive Director of Preservation Maryland

Naki Frierson, Sen Van Hollen's Office and former Jonathan Street resident

Dr. Thomas Mitchell, MacArthur Genius Award winning expert on redlining

Aaron Leventhal, Maryland Dept. of Transportation archeologist

Principal Photography/Videography

Script Outline

Research for Script and Guest Bookings

February 1, 2022- April 30, 2022

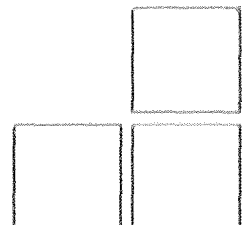
Underwriting Funds commitment received

Interviews Continue

Principal Photography Continues

Production of Sizzle Reel

Public Announcement of Series to Public TV and Trade Press



May 1, 2022-August 31, 2022

Script Completed

Narrator Selected

Rough Cut Produced

Preliminary Outreach to Distributor and Stations Begins

Production Open Created

Production Elements Created

SEPTEMBER 1, 2022 – SEPTEMBER 30, 2022

Promotion Intensified

Audio Sweetening/ Scoring

Final Rough Cut

Close Captioning

Agreement with Distributor



OCTOBER 1, 2022– OCTOBER 31, 2022

Final version sent to Distributor

Station Relations begin

Electronic Press Kit Created



NOVEMBER 1, 2022 – NOVEMBER 30, 2023

Station Relations continue/Intensify

Public Relations continue/Intensify

Film Screenings Commence

Broadcasts Begin



The House on Jonathan Street Underwriting Agreement

This Underwriting Agreement (the "Agreement") dated as of March 1, 2022, is made by and between **Three Roads Communications, Inc.** ("3 Roads") with offices located at 118 East Church Street, Frederick, MD 21701, and The Hagerstown Washington County Convention and Visitors Bureau (HCWCVB) with offices located at.

Whereas, 3 Roads and HCWCVB desire to enter into this Agreement in order to set forth the terms and conditions under which HCWCVB shall underwrite the Program.

In consideration for the mutual obligations described below, the Parties hereby agree as follows:

1. Television Documentary (the "Program")

- (a) Title of the Program: "*The House on Jonathan Street*"
- (b) Approximate length of program: Sixty minutes (60:00).
- (c) Broadcast distribution: The House on Jonathan Street is made available by 3 Roads Communications for broadcast to Public Television member stations in the United States for unlimited broadcasts for a period of one year from initial distribution beginning no later than June 1, 2023.
- (d) Number of episodes: 1.

2. National Underwriting Credit

- (a) 3 Roads and HCWCVB agree that HCWCVB will receive a fifteen second audio and video underwriting credit appearing before and after each broadcast of the Program on Public Television (the "Billboard"). HCWCVB's Billboard(s) shall be identified, potentially along with the Billboards of other underwriters, as the underwriters of the Program. 3 Roads reserves the right to approve the content and form of HCWCVB's Billboards. All aspects of HCWCVB's underwriting of the Program, including the Billboard, shall be in accordance with the Communications Act, rules and regulations of the Federal Communications Commission ("FCC") and Public Television sponsorship guidelines and policies in force at the time of broadcast. HCWCVB will produce and deliver its Billboard to 3 Roads according to a mutually agreed upon schedule.
- (b) Parties agree that HCWCVB will be recognized as an underwriter and sponsor of the Program on all publicity materials for the Program.

- (c) 3 Roads shall not use HCWCVB's name or refer to HCWCVB or any of its affiliates directly or indirectly in any manner including, but not limited to, any website, advertising or list of representative clients without receiving the prior written approval of HCWCVB. There shall be no announcement or press release regarding this Agreement, unless otherwise mutually agreed to in writing by the parties prior to such disclosure.
- (d) Notwithstanding the foregoing, 3 Roads shall have the right to use HCWCVB's corporate name and symbol in connection with ' HCWCVB s underwriting credit only with HCWCVB's permission.

3. Payments and Expenses

- (a) In consideration for the underwriting credit and other sponsorship benefits (including the promotional benefits), HCWCVB agrees to pay 3 Roads the sum of \$100,000 for the underwriting of *The House on Jonathan Street* immediately upon invoicing.
- (b) All invoices shall be submitted to ? or via e-mail to ? Invoices must include (i) Identification of the agreed upon payment. (ii) Invoice number and date as well as a remittance address. HCWCVB will pay a properly submitted (in accordance with the above requirement(s)) and undisputed itemized invoice immediately upon receipt.
- (c) All sums payable to 3 Roads under this Agreement that are not paid within 30 days of the due date will accrue interest from the due date until the date paid, at the rate of 1 percent per month.
- (d) Except as expressly stated, each party will be responsible for paying its own costs and clearing all third party rights in connection with fulfilling its obligations under this Agreement.
- (e) HCWCVB agrees to submit any plans it may have for the promotion of the Program (including the text of press releases and text and layouts for advertisements) to 3 Roads for approval to ensure the accuracy and appropriateness of all promotional and advertising materials issued in connection with the Program. 3 Roads agrees to respond promptly to, and will not unreasonably withhold approval of, all materials so submitted. When notified by 3 Roads, HCWCVB agrees to include in all such materials the appropriate trade/service mark registration symbol in uses of the Programs' name.

4. Ownership

- (a) As between the parties, 3 Roads shall control, for the duration of this Agreement, all rights, title and interest (including all copyrights and all renewals and extensions of such copyrights) throughout the world in all current and future media to the Program, any sponsorship tagline or logo created (excluding any HCWCVB trademark incorporated into the tagline or logo), and all materials created in connection with the foregoing. Except as expressly stated in the Agreement, 3 Roads shall be free to exercise such rights at any time without any obligation to HCWCVB.
- (b) HCWCVB shall own all rights, title and interest (including all copyrights and all renewals and extensions of such copyrights) throughout the world in perpetuity in all current and future media to its underwriting credit, any trademark or trade name owned or controlled by HCWCVB and any materials created by HCWCVB in connection with the

foregoing.

5. Termination

- (a) 3 Roads and HCWCVB shall have the right to terminate this Agreement if the other party breaches any of its material obligations and fails to cure such breach within thirty (30) days of written notice of the breach. In the event that the termination is due to a material breach by HCWCVB, all payments not yet made shall become due and payable to 3 Roads within thirty (30) days of the termination date.
- (b) Both parties will immediately discontinue using any material referring to HCWCVB sponsorship of the Program and return all such materials belonging to either party.

6. No Sublicensing or Assignment

- (a) Neither 3 Roads nor HCWCVB may sublicense or assign any of its rights or obligations under the Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, HCWCVB may assign its rights, duties and obligations hereunder to an affiliate or subsidiary company without consent.

7. Representations, Warranties, and Indemnities

- (a) 3 Roads represents and warrants that it has the legal right and authority to enter into this Agreement and to observe and perform fully its obligations set forth herein, and that its performance hereunder will not conflict with or violate any commitment, agreement, or understanding it has or will have to and with any other person or entity and that no legal proceedings have been threatened or brought against 3 Roads which could otherwise threaten performance of this Agreement and that entering into this Agreement is not prohibited by any contract, applicable law, rule, regulation, government directive or judicial order or decree.
- (b) 3 Roads shall pay and indemnify and hold harmless HCWCVB, and its officers, assignees, directors, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands and liabilities of every kind, including reasonable attorneys' fees and expenses arising out of (i) any inaccuracy, alleged breach, or actual breach of any representation, warranty, covenant, agreement, or undertaking made by 3 Roads herein, (ii) any matter in connection with or caused by the Program or under 3 Roads control, (iii) any claim by a third party that the Program infringes upon the patent, copyright, trademark, trade secret or other intellectual property rights of any third party, (iv) any claim arising out of the disclosure or use of Confidential Information and (v) any amounts including taxes, interest, and penalties assessed against HCWCVB which are obligations of 3 Roads; provided, however, that if any claim shall be made or action taken which, if true, would constitute a breach of any representation, warranty, covenant, agreement, or undertaking made by 3 Roads herein, HCWCVB agrees to give 3 Roads prompt notice thereof and HCWCVB shall have the right to contest or join in the contest of such claim or action and may be represented by counsel chosen by HCWCVB .
- (c) HCWCVB represents and warrants that it has the legal right and authority to enter into this Agreement and to observe and fully perform its obligations set forth herein, and that HCWCVB 's performance hereunder will not conflict with or violate any commitment, agreement, or understanding it has or will have to or with any other person or entity.

- (d) HCWCVB shall defend, indemnify, and hold harmless 3 Roads and its officers, assignees, agents, licensees, and employees from and against all claims, losses, costs, expenses, settlements, demands, and liabilities of every kind including reasonable attorneys' fees and expenses, arising out of the breach of any representation, warranty, covenant, agreement, or undertaking made by HCWCVB herein, or involving any matter in connection with HCWCVB 's advertising or promotion of the Program; provided, however that if any claim shall be made or action taken which, if true, would constitute a breach of any representation, warranty, covenant, agreement, or understanding made by HCWCVB herein, 3 Roads agrees to give HCWCVB prompt notice thereof and 3 Roads shall have the right to contest or join in the contest of such claim or action and may be represented by counsel chosen by 3 Roads.

8. Notice

All notices, requests for approvals, and approvals under this Agreement shall be in writing and mailed, express delivered, or faxed to the other party.

To 3 Roads: Russ Hodge, President
Three Roads Communications, Inc.
118 East Church Street
Frederick, MD 21701
(301)662-4121

To HCWCVB :

9. Force Majeure

In the event that production or broadcast of the Program is delayed or cancelled by reason of act of God, fire, lockout, strike or other labor dispute, riot or civil disorder, war or armed insurrection, enactment, rule, act or order of government, mechanical failure, or any other force majeure cause or reason beyond 3 Roads' control, then 3 Roads shall produce and/or arrange for broadcast distribution as soon as practicable after any such event. It is also understood by the parties that distribution of the Program may be altered for a variety of reasons outside of 3 Roads' control, including competitive market reasons within the public television community.

10. Dispute Resolution

All disputes shall initially be referred jointly to the parties' respective project managers or other representative designated by each party. If the project managers or other designated representative(s) are unable to resolve the dispute within seven (7) business days after referral of the matter to them, the parties shall submit the dispute to a senior executive from each party for resolution.

Any dispute with respect to this Agreement which is not resolved within ten (10) days after referral to the parties' senior executives in accordance the above, shall at all times thereafter at the initiation of either party, be submitted to arbitration which shall be the exclusive means for resolving any such disputes. Such arbitration shall be conducted by JAMS in accordance with its Arbitration Rules and Procedures then in effect. The arbitration shall be administered by the Maryland State Office of JAMS and the hearing shall be held in the state of Maryland. The arbitrators will be selected from a panel of retired judges, will have familiarity with dispute resolution in the applicable industry and will not have a relationship of any sort with either party. Any costs associated with the arbitration shall be borne by the non-prevailing party. All decisions of the arbitrators shall be binding on both parties. Judgment upon the

award rendered by the arbitrators may be entered in any court having jurisdiction. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY and agree that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge without the use of a jury, sitting in a court of competent jurisdiction. This binding arbitration and jury trial waiver provision shall survive termination of this Agreement. Nothing in this Agreement will prevent either party from applying for injunctive relief in any court of competent jurisdiction.

11. Miscellaneous

- (a) The parties shall notify each other in writing in the event that either deems this Agreement to be breached and shall give the other party thirty (30) days to cure such breach before taking action or making a claim on the basis of such breach.
- (b) This Agreement is complete and embraces the entire understanding between the parties. All prior and contemporaneous understandings in connection with the subject matter herein contained, either oral or written, are null and void unless expressly set forth herein. No alteration, modification, or waiver, in whole or in part, of any provision of this Agreement shall be of any effect unless set forth in writing and signed by both parties hereto.
- (c) Whenever notice is required to be given or may appropriately be given hereunder, such notice shall be in writing and shall be delivered to the person or parties to whom intended at their addresses first stated above.
- (d) This Agreement is entered into within the State of Maryland and shall be governed and construed in accordance with Maryland law as if this Agreement were to be fully performed within the State of Maryland, without giving effect to principles of conflicts of laws. The parties agree to submit solely and exclusively to the jurisdiction of the state and federal courts of the State of Maryland to resolve any disputes arising hereunder.
- (e) Upon reasonable prior notice from HCWCVB, 3 Roads shall provide HCWCVB and its auditors and investigators reasonable access during normal business days and hours to 3 Roads' (i) facilities that are actually performing the duties hereunder and (ii) business records reflecting 3 Roads' compliance with this Agreement. In the event access to 3 Roads' confidential information is required, access will be provided in such a way as to preserve the confidentiality of such information.

ACCEPTED AND AGREED

Three Roads Communications, Inc.

By _____
Name: Russell Hodge
Title: President

HCWCVB

By _____
Name: _____
Title: _____



Agenda Report Form

Open Session Item

SUBJECT: Update to County Policy – Utility Construction within County Public Right-of-Way

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Scott Hobbs, Director of Engineering; Greg Cartrette, Director of Permits and Inspections / Code Official

RECOMMENDED MOTION: Approve resolution to amend the DPW-2 Policy (formerly known as S-4) for Utility Construction within County Public Right-of-Way.

REPORT-IN-BRIEF: Staff recommends amending the DPW-2 Policy - Utility Construction within County Public Right-of-Way to address current technology and installation methods. The last amendment to the policy was July 2011.

DISCUSSION: Utility permits are issued by the Permits office, include conditions of work during permit/plan review, and are tracked in the field by the Inspections office. Updates to the policy include revisions to definitions, adding micro-trenching as an acceptable method of utility work, requirements for third-party inspections for projects with multiple crews working at the same time, and clarification of mitigation requirements, including resurfacing the road based on the pavement condition index.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Amended DPW-2 Policy

AUDIO/VISUAL TO BE USED: N/A



Washington County, Maryland Policy Manual

Policy Title: Utility Construction within the County Public Right-of-way

Policy Number: DPW-2 (formerly known as S-4 Policy)

Adoption Date: February 20, 1973; Amended

PURPOSE:

To establish a County policy to provide administrative and procedural guidance needed to accommodate utility construction within the County Public Right-of-Way. To establish specifications to facilitate increased safety and convenience for the residents/traveling public; preserve the County's infrastructure; mitigate the impact of utilities on the structural integrity, durability, and aesthetic quality of the County's roadways; provide for the accommodation of utility facilities within the right-of-way and establish procedures and controls for the issuance of permits.

The permit system established herein makes known the intent of the utility company and/or contractor to carry out work within the public right-of-way by requiring advanced submission of a written application and provides that the nature and extent of any utility work within the public right-of-way shall be clearly defined by the Applicant and agreed to by the County.

The policy also establishes an administrative procedure for the County to coordinate the use of space within the public right-of-way and hold the Applicant responsible for such authorized work and provides a means for authorizing said work.

POLICY:

Washington County must approve the location, design, maintenance of traffic (MOT), and any unique requirements and issue a permit for utility construction within the public right-of-way owned and/or maintained by the Board of County Commissioners for Washington County, Maryland. A utility permit is required for any modification or new utility installation or connection including, but not necessarily limited to water, sanitary sewer, natural gas, electrical, cable television, telephone, fiber optics and related utility.

Control of utility construction is a key component to protect the public investment within the public right-of-way.

Consistent with the Maryland Department of Transportation (MDOT) State Highway Administration's (SHA) policy for utility cuts, a moratorium period of five (5) years from the date of construction completion is established on newly constructed roadways. Similarly, a moratorium period of three (3) years from the date of pavement overlay is established for existing highways/roads resurfaced or reconstructed. If repair to a utility or connection to a utility is necessary during this moratorium period, the Applicant/Permitee shall mill and overlay a minimum of twenty-five (25) feet beyond the affected area across the full width of the pavement (edge to edge).

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For areas outside of zoned residential areas, for exemption from this portion of the policy, the Applicant shall submit three (3) alternative designs for realignment or reconfiguration of the utility construction with construction cost estimates to the County. The County may select any of the submitted alternatives over the proposal to disturb the existing pavement. The intent for the moratorium is an attempt to maintain the integrity and pavement serviceability rating of these newly constructed or refurbished roadways. Mainline or longitudinal utility installations during the moratorium period for any highway/roadway is not acceptable.

Utility companies are urged to assure their mainline work is designed to accommodate future extension without disturbing existing pavement. Only when no other alternative is available will utility cuts be permitted on newly constructed or refurbished roadways.

REGULATORY AUTHORITY AND POLICY:

The Code of Public Local Laws of Washington County bestows authority to the Board of County Commissioners to adopt regulations regarding the construction of new highways, roads, bridges, drainage systems, and other incidental structures (Code of Public Local Laws, Chapter 7-301). Furthermore, the statute authorizes the Director to develop Standards, Policies, Details and Specifications affecting the design and construction of public works in the County (Code of Public Local Laws, Chapter 7-308).

More specifically, Chapter 7-310 of The Code of Public Local Laws of Washington County prohibits a person from installing, maintaining, repairing, relocating, or removing a pipe, wire, cable, fiber optics, performing an excavation within the public right-of-way or other materials without first obtaining a permit from the County. The chapter grants authority to require and exercise surety against incomplete or unsatisfactory work.

This policy does not apply to incorporated areas of Washington County, Maryland except where roadways owned and/or maintained by the Board of County Commissioners for Washington County, Maryland pass through the incorporated area.

The Board of County Commissioners may, from time to time, establish a fee structure for utility permits.

DEFINITIONS:

Acceptable notification: telephone conversation, letter, electronic email to a designated email address, request using the online permitting system (when available).

Applicant: Any person, as herein defined, who has applied for a permit to perform any construction regulated by the Code of Public Local Laws of Washington County.

County: The Board of County Commissioners for Washington County, Maryland or its duly designated agent, Division, or Department.

Emergency Utility Construction: A repair necessary to restore a pre-existing service when a service interruption occurs or a repair is necessary to prevent the loss of life, damage to property or restore essential service for livability factors.

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Highway system: The series of existing and proposed County roadways not within a planned or developed residential, commercial or industrial subdivision.

Maintenance of Traffic (MOT): An engineered plan to manage and ensure pedestrian and vehicular traffic through or around the area influenced by the proposed utility construction.

Major repair: New utility cut or repair requiring construction activity for more than five days; longitudinal cuts 500 feet or greater in length and any cut, transverse or longitudinal deeper than ten feet.

Method of Construction: Either horizontal directional drilling, directional boring, impact moling, micro-trenching, or open trench construction for utility work as defined in detail herein.

Miss Utility: A one-call notification center (1-800-257-7777) that identifies the location of utility facilities within the public right-of-way and notifies subscribing underground utility owners of proposed excavation plans.

Moratorium Period: A period of five (5) years from the date of construction completion for newly constructed roadways; a period of three (3) years from the date of pavement overlay completion for existing highways/roads resurfaced or reconstructed.

Permittee: An individual or corporation who has applied for and has been issued a utility permit in accordance with the provisions of this policy.

Right-of-way: Any land area that has been dedicated to public use for road or transportation purposes by a plat of subdivision or other instrument recorded in the land records office; any land area deeded to or acquired by the County for road or transportation purposes; any land area which has been conveyed to a public agency by easement for public use for road or transportation purposes; any land area which has been declared by competent authority to be public right-of-way through use or through prescriptive usage in accordance with Maryland Law; any land area along a County-maintained road which falls within the traveled way or actively maintained shoulders and side ditches of the County-maintained road. Public right-of-way does not include state roads, federal roads, municipal roads, park roads, private roads, or public utility easements.

Road classification: A hierarchical system of roadways, classified by function, used to determine the appropriate level of access management. County roadways shall be classified as principal arterial, minor arterial, collector, minor collector or local.

Settlement: Vertical consolidation and lowering of the pavement repair area where the vertical deflection created exceeds three-eighths inch ($3/8''$) or causes water to pond within the repair area or change the flow path directions.

Spot patch: A square or rectangular excavation/cut into existing pavement to provide access to an existing utility within the paved roadway surface that is not specifically oriented in a longitudinal or transverse direction.

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Stop work order: An act, order or certificate issued by a representative from the authority having jurisdiction suspending authorization to perform any work within the public right-of-way or other areas under the jurisdictional control of the Board of County Commissioners.

Subdivision street system: The series of existing and proposed County roadways within a planned or developed residential, commercial, or industrial subdivision.

Surety: Valuable consideration pledged or deposited for the purpose of assuring performance of the obligations imposed under this and other County policies in a form acceptable to the County Attorney, including an irrevocable standby letter of credit, performance bond, or certified check. Sureties must be of AM Best rating, listed as U.S. Treasury approved, licensed and certified to conduct business in the state of Maryland. The County may also require the surety to produce a Summary balance Sheet prior to acceptance of a bond. Letters of Credit shall be drawn on a Maryland bank branch, having a local branch office in Washington County, MD, and subject to automatic renewal. Performance bonds shall also be subject to automatic renewal.

Utility Permit: An official document or certificate issued by the County authorizing performance of construction within the public right-of-way and within a specified time, as further provided and detailed in the supporting documents, agreements, conditions, plans, and specifications relating thereto.

Zoned Residential Areas: The following areas identified in the Washington County Zoning Ordinance (Residential Rural District "RR", Residential Transition District "RT", Residential Suburban District "RS", Residential Urban District "RU", and Residential Multi-Family District "RM").

UTILITY PERMIT:

Public utility companies, government political entities, private property owners, and developers proposing utility construction within a public right-of-way owned and/or maintained by the Board of County Commissioners for Washington County, MD shall submit an application for a utility permit to the County.

The following activities require the issuance of a utility permit:

- Any residential, commercial, or industrial utility service connection(s) within the public right-of-way (new or modified);
- Any utility trenching, tunneling, horizontal directional drilling / directional boring, micro-trenching, or cutting of existing pavements within the public right-of-way;
- Temporary construction of the above examples.
- Adjustment or replacement of manhole frame(s) and cover(s) and value boxes;
- Routine maintenance of existing utility infrastructure;
- Repairs to existing utility facility infrastructure;
- Underground utility facility construction within the public right-of-way;
- Modifications to utility facilities which are required to be made as part of a capital improvement program project; and
- Testing/inspection of utility facilities which impede flow of traffic on public roadway.

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Utility Permits shall expire one (1) year from the date of permit issuance unless the County stipulates a shorter or longer term when the permit is initially issued. Failure to complete the work within the specified time frame will be just cause to require the Applicant to reapply.

UTILITY PERMIT REVIEW AND APPROVAL PROCESS:

Utility Permit (Non-emergency situations):

1. Upon receiving an application and the supporting documentation for a Utility Permit, the County representative will investigate the proposed work to determine its acceptability for tunneling, horizontal directional drilling, directional boring, micro-trenching, open trench construction, overall safety, MOT and other factors. When the MOSH/OSHA regulations require the creation of an excavation safety plan, the plan shall be submitted with and form a part of the supporting documentation for the application.
2. After affirming a favorable recommendation, establishing the acceptable method of construction and posting of the appropriate surety; the County will issue a Utility Permit at the approved location.
3. The County will hold, manage, exercise, and release utility permit held sureties.
4. The County shall assign a construction inspector to monitor the work progress and serve as the point of contact for the Permittee.
5. Forty-eight (48) hours prior to beginning construction, the Permittee must notify the County of the intent to begin the proposed work. This notification is necessary to allow that office time to schedule an inspection. Failure to make the appropriate notification shall be just cause to issue a stop work order until the appropriate inspections can be arranged. The County may establish an electronic mailbox for notification or establish a voice mail box to aid in Permittee notification.
6. For major repair work, a pre-construction conference shall be held before commencing with the work unless it satisfies the requirements for emergency utility construction.
7. For permits for new installation serving 5 or more residences, a pre-construction conference shall be held before commencing with the work.
8. The County Inspector shall periodically inspect the work site for conformance with the policy and approved drawings. Inspections may be made upon Washington County's receipt of a complaint relating to the work.
9. After all work is completed, the County Inspector must be informed that all construction has been completed within the County's right-of-way. The Inspector will conduct a final inspection, establish a punch list or attest to satisfactory completion.
10. Assuming all work is completed to the satisfaction of the County Inspector; the one-year maintenance period will commence. After which, provided the utility patch work and effected pavements remain acceptable, the surety will be released. Unless authorized by the County, in no case will the surety be released in less than 12 months from the completion of the utility pavement repair. If some component of the work is unsatisfactory, the Permittee will be notified and corrective action required. The surety shall not be released until all work is completed to the County satisfaction.

SUSPENSION OR REVOCATION:

The County Director associated with the inspection, or his/her agent/representative, may suspend or revoke any permit when the work is deemed to present a safety risk to the public; work is incomplete and the Permittee refuses to take appropriate corrective action; the Permittee fails to complete the work within the stipulated time frame or any other just cause in conflict with the provisions of this policy.

Suspending or revoking the permit shall not waive any right to exercise the surety posted for the respective utility construction work.

PERMITTEE'S RESPONSIBILITY UNDER THE UTILITY PERMIT:

The Permittee has legal obligations and administrative requirements upon receipt of a utility permit. The permit constitutes a binding contract between the Permittee, his/her heirs, successors, and assigns, and the Board of County Commissioners for Washington County, MD. It is important for Applicants to be aware of and understand the key responsibilities under the permit. This information is provided for illustrative purposes only and shall in no way be interpreted to supersede, contradict or substitute for the terms and conditions of an actual granted utility permit.

The basic responsibilities are summarized as follows:

- Obtain any other necessary permits that may be required by local, state or federal agencies;
- Contact Miss-Utility at 1-800-257-7777, a minimum of forty-eight (48) hours prior to beginning any work.
- Complete the construction as described on the approved construction drawings; failure to do so may result in the Permittee's removing and reinstalling all work under the permit;
- Construct the proposed improvements in accordance with County Standards and Specifications and any applicable policies and procedures of Washington County;
- Make any individual or corporation contracted to perform the work under this permit aware of the conditions of this permit;
- Determine the location, relocation and adjustments of public and private utilities affected by the proposed construction/connection;
- Maintain appropriate clearances from other utilities in the vicinity of the proposed work;
- Mitigate any adverse impact(s) of drainage by the construction contemplated;
- Protect the construction area from sediment entering the surface water runoff;
- Wear reflective safety vests on the job site at all times. When MOSH/OSHA regulations require the creation of an excavation safety plan, the plan shall be submitted with and form a part of the supporting documentation for the application;
- Provide for MOT during construction in accordance with federal, state and county requirements and the Manual on Uniform Traffic Control Devices (MUTCD);

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- Normal traffic along a County right-of-way shall be maintained at all times using signs, flashers, barricades, flaggers, etc. All required signs shall be placed prior to construction or placement of any equipment or material on site. Provisions must be made for pedestrians to utilize area without entering onto pavement, as applicable.
- Replace/Install or compensate the County for any permanent traffic control markings damaged by the work and/or repairs to traffic signals/detection systems;
- Maintain accessibility to any fire hydrants in the vicinity of the work area during construction;
- Maintain accessibility to any mailboxes or driveways (commercial or private) in the vicinity of the work area;
- All mud and debris tracked and/or spilled on the County road shall be removed promptly to eliminate potential hazards. Keep the adjacent and adjoining roadways clean and free of soil, dirt and other debris at all times during the construction;
- Indemnify and save harmless the Board of County Commissioners for Washington County, and all of its agents and employees from suits, actions, or claims of any character brought on account of any injuries or damages to person or property occurring as a result of any act or omission by the Permittee or their agent, servant, consultant or independent contractor employed by the Permittee for the performance of the work; and
- Repair any damage made to existing lawns, shoulders, sidewalks, curbs, pavement, permanent pavement markings, and drainage systems associated with the work;
- Installation under curb and sidewalks shall be via bore unless otherwise directed by the County inspector;
- Provide written notification (door tag or similar) to adjacent properties a minimum of one week in advance of the start of construction. Notification shall include a contact name, e-mail address, and telephone number for a project representative able to respond to any questions or complaints;
- For utility projects with multiple crews working in different locations at the same time, the Permittee shall be required to hire a third-party inspector to monitor the work and provide daily inspection reports with photos to verify work meets the requirements of the permit.
- If at any time during construction the scope of work changes, please call Washington County Division of Permits and Inspections to discuss the need to amend the permit.

UTILITY CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY STANDARDS:

To minimize disruption and damage within the County public right-of-way, the first method of construction contemplated for any project shall be to horizontal directional drill / directional bore. When horizontal directional drilling / directional boring is not feasible (as confirmed by the County) nor will it accomplish the intended action, the County may authorize impact moling or micro-trenching methods of construction as determined by the location of the work. Impact moling (also referred to as pneumatic punching, missile boring, and stitch boring) is only permitted at underground lengths greater than 50 feet along the frontage of zoned residential properties or in densely populated areas but is acceptable for road crossing applications and under driveways; however, this may be rescinded at any time by the County Inspector if there is any excessive earth disturbance or evidence of pavement damage / heaving of pavements as a result of this operation. The Permittee shall repave the entire driveway if there is any evidence of pavement damage or heaving of the driveway.

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Qualifications and experience of contractors shall be submitted by the Permittee for review and acceptance prior to the start of work.

Utility tunneling, pipe jacking, microtunneling, pipe ramming, and auger boring construction methods generally involve larger operations and will be dealt with on a case-by-case basis.

The County reserves the right to evaluate and accept other operations utilizing future technology that improves the expansion of broadband and other utilities.

Any new fiber proposed shall adhere to the horizontal directional drilling / directional boring or micro-trenching guidelines. In zoned residential areas, vaults, handholes, pedestals, cabinet boxes, etc. shall be installed in discrete areas, near existing utility infrastructure, or at the property line between two properties to limit the impact to the adjacent properties. This infrastructure and all fiber shall be clearly and accurately identified on the construction plans.

Horizontal Directional Drilling / Directional Boring / Impact Moling:

Horizontal directional drilling / directional boring is defined as a steerable system for the installation of pipes, conduits, and cables in a shallow arc using a surface launched drilling rig. This method involves the use of directional drilling machines to accurately drill along the chosen bore path and back ream the required pipe.

Although often used interchangeably, the terms horizontal directional drilling and directional boring are distinct in that they convey a different sense of scale. The term directional boring is generally reserved for mini/small sized drilling rigs, small diameter bores, and crossing lengths in terms of hundreds of feet. Impact moling involves installation of small diameter pipes or cables using a pneumatic hammering tool to create a borehole underground in compressible soils at short distances between two excavated pits. The term horizontal directional drilling is intended to describe large/maxi sized drilling rigs, large diameter bores, and crossing lengths in terms of thousands of feet. The Permittee shall specify the method on the construction plans and include location and sizes of the excavation pits, vaults, handholes, pedestals, cabinet boxes, etc.

Horizontal directional drilling / directional boring or impact moling for new fiber in zoned residential areas will only be acceptable if the utility provides a soil boring report from a licensed geotechnical engineer that accurately locates the elevation of bedrock along the path of the drilling/boring and verifies the bedrock is below the intended depth of the path of the run. The County will only accept micro-trenching if rock is shown to be in the path of the drilling/boring in zoned residential areas.

Utility companies that have existing active fiber already underground within the County public right-of-way in a zoned residential area may repair, upgrade, or replace its lines in place by horizontal directional drilling / directional boring with test pitting and small excavation locations to tie into the existing infrastructure.

Horizontal directional drilling / directional boring or impact moling shall be at least thirty-six (36) inches underground or beneath the base course of the road / pavement section unless otherwise approved by the County.

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Micro-trenching:

Micro-trenching is low-impact slot-cut method that enables quick installation of underground fiber optic cable/microducts in trenches that are narrower/shallower than typical open trenches and reduces the impact on existing utilities and land surface with minimal impact to the community. Micro-trenches shall be installed at the edge of the gutter line or in the shoulder of the road pavement if no gutter line exists. The micro-trench shall be linear in nature, have a shape consistent with the roadway's horizontal alignment, and installed at a location and depth to adequately work around any existing utility or previous micro-trenched conduit. It is incumbent on each utility owner to work with future utility owners so as not to disrupt service already in place.

Unless otherwise approved by the County, the micro-trenches shall be approximately 1 inch in width and 12 to 16 inches in depth with a minimum of 6 inches clearance from top of pavement surface to top of installed conduits. The micro-trench must be filled with a flowable fill and a flexible asphalt/reinstatement system as approved by the County.

In areas that have previously installed fiber outside of the roadway, subsequent fiber installation shall use micro-trenching unless otherwise approved by the County. When a subsequent micro-trench is installed in the road, it must be at least one foot horizontally from the last micro-trench or on the other side of the road (if no trench exists on that side). The Permittee shall mill and overlay the road after micro-trenching if the pavement condition index per the latest survey is greater than 75.

Open Cut/Trenching:

Open cut trenching is acceptable for longitudinal or transverse openings where other methods are deemed impractical by the County.

The minimum trench width shall be 24". The trench width is not to be confused with the minimum pavement repair width, which is five (5) feet (trench width plus three (3) feet).

The existing pavement edge limits of the open cut trench shall be saw cut to sharp/uniform lines.

All materials used for utility construction within the public right-of-way shall conform to the latest standards and specifications for MDOT SHA and Washington County for construction.

Where discrepancies exist between these standards and specifications, the Washington County edition will prevail.

Backfill material within roadways shall be graded aggregate meeting MDOT - SHA Specifications.

The motoring public and pedestrians shall be protected against hazards associated with open utility trenches and excavations. The County may require the submission, review and approval of a plan for MOT (vehicular and pedestrian) prior to issuance of a utility permit.

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All open cut trenches and excavations in the paved section of roadway must be backfilled and capped with bituminous concrete cold mix or steel-plated at the end of the workday. An open trench can never block continuous access to the other side. When prolonged work makes this impractical, roadway open cut trenches shall be completed as soon as possible to minimize exposure and occurrence of unfortunate events. If an open cut area is intended to be open for five (5) or more calendar days, the open cut trench shall be separated for moving traffic by concrete barriers or filled to within two (2) inches of the adjacent pavement surface throughout its entire length. Whenever concrete barriers are used to protect a work area, an approved MOT plan shall be approved by the County inspector.

Traffic control devices, such as traffic signal loop detectors and pavement markings damaged during utility construction shall be repaired to the satisfaction of the County. If these devices are anticipated to be affected, a traffic signal timing and sequencing plan must be established prior to commencing with any work. The Permittee may agree to compensate the County for the cost to replace/repair the traffic control devices. Failure to pay for replacement or repair of these devices shall be just cause to exercise a claim against the posted surety.

Open cut trenches shall be constructed in accordance with all local, state and federal safety regulations, specifically OSHA§ 1926.650.

Daily inspection of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, loss of life or damage to adjacent pavements and structures. Where MOT plans have been approved, the Permittee shall designate an MOT Manager to monitor the correct application of traffic control devices and order corrections to the MOT implementation where necessary.

Mill and Overlay Requirements:

A mill and overlay shall be required should the patch not meet the specifications as set forth in the County Standards and Specifications for design/construction and/or the Standards and/or Specifications for Construction and Materials, MDOT SHA.

If pavement cuts are necessary on newly constructed or rehabilitated roadways within the moratorium period and no alternative is available, such cuts will be permitted and require a mill and overlay a minimum of twenty-five (25) feet beyond the affected area across the full width of the pavement (edge to edge). A two (2) inch deep mill and overlay is required for all utility patches as shown on the standard detail. Mill and overlay limits may be extended at the direction of the County based on the following guidelines:

Transverse or Spot Patches:

Whenever two or more transverse or spot patches are within fifty (50) feet of each other; the mill and overlay shall extend the full width of the pavement, a minimum of twenty-five (25) feet longitudinally beyond the two or more transverse or spot utility patches.

Washington County, Maryland Policy Manual

Longitudinal Patches:

Diagonal utility cuts shall be considered longitudinal cuts and shall meet the requirements set forth herein.

When the distance from the edge of existing pavement to the edge of new asphalt patch base material is three (3) feet or less, the existing pavement between the edge and new base shall be removed and replaced with new HMA material.

When the area designated as "mill and overlay" on the Detail titled "Utility Patch in Flexible Asphalt Pavement" exceeds fifty (50) percent of the existing total roadway width; the entire roadway width shall be milled and overlaid.

Whenever longitudinal, transverse or spot cuts/patches are coincidental, the entire width of the roadway shall be milled and overlaid, to a distance not less than twenty-five (25) feet each side of the transverse cut/patch, measured in a longitudinal direction.

Longitudinal patches in excess of 100 feet in length shall require an engineered plan for review and approval by the County. A cost estimate for repairs shall be included and the surety adjusted to cover the cost of the repairs, plus a 15% administrative fee.

General:

Work on holidays and weekends shall not occur unless an exception is granted in writing by the County. The County must be notified whenever work is planned for holidays and weekends to determine if inspection services are necessary. This restriction does not apply to emergency work as defined herein.

The Board of County Commissioners will not encumber a public or private utility easement across right-of-way owned by them for a public roadway. The Permittee shall not assume that by way of constructing, modifying, repairing and/or reconstructing any part of a utility system, such act can be considered as granting authorization for a public, temporary or perpetual easement(s) for the said utility. The Permittee understands that any utility placed within the roadway right-of-way under a utility permit must be relocated, at the Permittee's expense, should the County propose a roadway reconstruction or improvement project where the utility is in conflict with the work proposed by the County. This includes horizontal and vertical position as well as service connections to properties served.

Use of explosives shall be permitted only where necessary and as such, a minimum charge shall be used. All applicable federal, state, and local regulations shall apply. When explosives are contemplated; special inspections shall be performed by the County Inspector to observe any heaving or movement of the existing pavements. If any pavement heaving or movement is created by the blasting operation, the affected area shall be removed and reconstructed in accordance with the County Standards and Specifications for design/construction.

Washington County, Maryland Policy Manual

Material may not be stockpiled on the public road, such that it creates a safety hazard for the motoring public or pedestrians, without prior approval by the County.

All mud and debris tracked and/or spilled onto the County road shall be promptly removed to eliminate potential contamination to surface waters.

Pads must be used on all backhoe outriggers. No equipment with cleat wheels or tracks is permitted on the existing paved roadway surface. Any damage to existing pavements caused by cleats or tracks shall be repaired by the Permittee.

The location of cabinet boxes shall not obstruct sight distance of roadway drivers. Additionally, a clear zone as defined by AASHTO shall be provided as wide as practicable between the edge of the traveled way and the cabinet boxes. A minimum of ten (10) feet is recommended for roadways with 750 average daily vehicle trips or less. Refer to AASHTO guidelines for further guidance.

MAINTENANCE OF TRAFFIC:

Traffic, both vehicular and pedestrian must be maintained through all phases of the construction or rerouted in a method acceptable to the County. All work activities within the public right-of-way requires appropriate MOT controls to protect the motorist, pedestrians and workers. The degree of controls required will be proportionate to the characteristics of the roadway, roadway classification, its traffic volumes and the type and extent of the work to be performed.

All required signs shall be placed prior to construction or placement of any equipment or materials on site.

Construction personnel working within the public right-of-way shall don appropriate personal protective clothing in accordance with the MUTCD, OSHA, MOSH, and ANSI requirements.

The Permittee shall submit a site-specific traffic control plan for approval by the County when either of the following conditions exists:

- Work is proposed on a roadway classified as a collector or higher functional classification; or
- Proposed work is located within an area deemed urbanized by the County, with significant vehicular and/or pedestrian traffic.

The County may waive this requirement for a site-specific MOT plan if it is determined the roadway is under-utilized or if the work activity would not seriously affect traffic. This waiver must be confirmed in written form from the County (letter, memo or electronic mail).

Washington County, Maryland Policy Manual

The site specific MOT plan shall correctly depict the name of the affected roadways, physical characteristics including the correct number of lanes, turn lanes, pavement markings, parking lanes, medians, traffic islands, posted speed limits, and all intersecting roadways and affected sidewalks within the proposed MOT plan. The MOT plan shall identify the proposed work zone and staging areas. The MOT plan shall identify and provide specific locations for all traffic control devices (i.e. signs, drums, taper lengths, cones, arrow panels, flaggers, variable message boards, etc.) to protect the work zone. The MOT plan must conform to the provisions set forth in the most recent editions of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

Regardless of the level of traffic volume on the roadway, if a complete road closure is necessary to complete the work, the Permittee shall submit for approval a MOT plan. Failure to obtain an approved MOT plan is just cause for the County inspector to issue a stop work order.

SURETY:

Surety is required to provide protection and insurance to the Board of County Commissioners that the roadway affected by the proposed work will be repaired and returned to acceptable condition meeting the satisfaction of the County and the repair will perform reasonably similar to the unaltered pavement (i.e. without reducing the pavement life expectancy and riding comfort).

All utility permits (both individual and/or blanket) shall become null and void upon failure of the Applicant/Permittee to maintain active surety (individual and/or blanket) for the work contemplated.

Individual Utility Permit:

A utility installation bond is required prior to issuance of the utility permit. The standard surety value shall be \$2,500.00 and is subject to increase depending on the scope and magnitude of the work as determined by the County. The County may require the submission of an engineer's estimate of construction costs to validate the value of the surety to be posted. The County may also request the value of the surety be increased to be commensurate with the work contemplated (i.e. longitudinal patches 200 feet in length, special construction, etc.).

Surety for an individual utility permit shall remain in full effect for a period not less than one-year from the time the utility work is complete and accepted, as verified by the County inspector.

Public Utilities and Government Entities:

To avoid the posting of surety for individual utility permits, a blanket utility permit surety may be posted by a public utility company or a government entity that owns and operates a public utility service. Private property owners and private contractors may not post a blanket utility surety, but must post individual surety for every utility permit obtained. The blanket surety may be posted once and remain in effect to cover all work performed by that respective utility or government entity, subject to renewal once every twenty-four (24) months. Having filed a blanket utility permit surety will waive the requirement to post individual utility surety for each utility permit obtained. The blanket surety value shall be twenty-thousand dollars (\$20,000.00) and is subject to increase depending on the scope of work as determined by the County.

Washington County, Maryland Policy Manual

The County may require the submission of an engineer's estimate of construction costs to validate the value of the surety to be posted. The County may also request the value of the surety be increased to be commensurate with the work contemplated. The surety must remain in continuous full effect.

The surety must remain in full effect for a period not less than one-year following the most recent utility work completed and accepted, as verified by the County Inspector. Nothing in this policy prevents a public utility or government utility from converting a blanket surety to an individual surety.

CAUSES TO REJECT THE WORK AND EXERCISE THE POSTED SURETY:

The County may, upon failure of the Applicant/Permittee to comply with this policy/permit, exercise the posted surety. Typical examples where the surety may be exercised or called upon include, but may not be limited to:

- Applicant's failure to complete the work.
- Applicant's use of a construction method not authorized under the Permit.
- Applicant causing pavement damage beyond the approved limits.
- Applicant's failure to correct any disruption to the adjoining drainage system(s).
- Applicant's failure to correct any damage of adjacent sidewalks.
- Applicant's failure to correct any earth disturbance or landscaping damage.
- Failure upon the Applicant to implement, maintain and/or correct any deficiencies associated with the approved MOT measures.
- Settlement of the utility patch area.
- Poor quality pavement workmanship (waving, rumbled, shoved pavements, etc.).
- Ponding of water in and in the general vicinity of the utility pavement repair.

RESOLUTION OF PROBLEMS DISCOVERED DURING CONSTRUCTION:

The County is committed to seeing every project through completion in accordance with the Permit. The Permittee shall confer with the County Inspector on a regular basis to clarify the County's requirements or resolve any problems or disputes during construction. If the matter cannot be resolved at this level, then a supervisor will intervene.

Problems with the approved plans or disputes over the requirements will typically be handled by the County Inspector but may be referred back to a County supervisor.

- Problems encountered during construction with the design or progress of the project, for whatever reason, must be addressed to the satisfaction of the County in a manner that does not compromise the functionality or integrity of the final product. Problems caused by negligent design practices, incomplete plans, and the like will not be considered "hardships". A functionally equivalent design, at the Permittee's effort and expense, is expected to be implemented.

Washington County, Maryland
Policy Manual

- If there is a discrepancy between the actual elevations and the elevations shown on the plans, the grade of the proposed curbing and paving shall be established by using the actual elevations of the road edge. If, in the County's judgment, the discrepancy is substantial enough to warrant formal plan revisions, such revisions shall be made by the Permittee and submitted to the County for approval. The County Inspector shall have the option of suspending the work in the affected portions of the permitted work until the revisions have been approved.

EMERGENCY UTILITY CONSTRUCTION:

Public utility companies and/or government owned utilities, who have active surety posted with the County, are authorized to proceed with work meeting the definition of emergency utility construction provided the following procedure is followed:

1. Project emerges, is evaluated and is believed to meet the Emergency Utility Construction definition contained herein.
2. If during the regular County working hours, a representative from the public utility company or government owned utility shall appear to the Offices of Permits and Inspections to apply for a utility permit and follow modified procedures outlined above and below (emergency utility construction will be given the highest priority).
3. If during County non-working hours, a representative from the public utility company or government owned utility shall notify the County and leave a message on the designated voice mail system providing the following information:
 - a. Agency making the notification and performing the work
 - b. Date and time planned to commence with the emergency utility construction.
 - c. Estimated duration of time to complete the work.
 - d. The specific location; i.e. road name and address.
 - e. Type of utility being repaired.
 - f. Point of contact for field operations: Name and mobile telephone number.
4. The public utility company or government owned utility shall notify the County via electronic mail. Provide the same information listed in item 2 above.
5. Following the emergency procedures for miss-utility notification.
6. Establish traffic control measures as appropriate for the work contemplated.
7. Establish excavation safety plan in conformance with OSHA/MOSH requirements.
8. Commence with the work and complete the work. Emergency Utility Construction trenches shall be opened and closed in one single operation without interruption.
9. Notify the County and leave a message on the Emergency Utility Construction voice mail system and email that the work is complete.

Amended	May 13, 1980
Effective	May 13, 1980
Amended	September 22, 1987
Effective	November 1, 1987
Amended	July 11, 1989
Effective	July 11, 1989
Amended	July 2011
Amended	December 12, 2023



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1623) – Smithsburg WwTP Upgrades

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director, Purchasing Department; Mark Bradshaw, P.E., Director, Division of Environmental Management

RECOMMENDED MOTION: Move to award the contract for the Smithsburg WwTP Upgrades project to the responsible, responsive bidder, HRI Bridge Company aka HRI, Inc. of State College, PA who submitted the lowest Total Lump Sum bid in the amount of 10,444,290 and to approve a Budget Transfer Request in the amount of \$690,000 from account BLD073 (\$400,000) and from account TRP025 (\$290,000) and transferred to TRP021 and the award is contingent upon MDE's approval of the Construction Bid Package.

REPORT-IN-BRIEF: The work to be performed by the Contractor on this project generally includes but is not limited to: a new influent equalization tank, modifications to the influent pump station, upgrade of the existing SBRs, a new pre-anoxic tank, upgrade of the UV disinfection system, and a new chemical feed building with chemical storage tanks, as shown on the as shown on contract plans, and described in the contract documents. The finished installation shall be in perfect working condition and be ready for continuous and satisfactory operation. The project is to be substantially completed within eighteen (18) months of the Notice to Proceed. The County can assess liquidated damages in the sum of five hundred (\$500) dollars for each consecutive day that the project is not completed.

The bid was advertised in the local newspaper, listed on the State of Maryland's "*eMaryland Marketplace Advantage*" website and on the County's web site. Ten (10) companies were represented at the pre-bid teleconference. Sixty-one (61) persons/companies registered/downloaded the bid document on-line. Five (5) bids were submitted as indicated on the attached bid tabulation matrix.

DISCUSSION: N/A

FISCAL IMPACT: Funds in the amount of \$9,812,043.55 are available in the Division's Capital Improvement Project (CIP) account TRP021.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Matrix Tabulation, Budget Adjustment Form

AUDIO/VISUAL NEEDS: N/A

PUR-1623
Smithsburg WwTP ENR Upgrade Expansion

				Conewago Enterprises, Inc. Hanover, PA		HRI Bridge Co. ada HRI, Inc. State College, PA	
Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Total Price	Unit Price	Total Price
1	Construction of Smithsburg WwTP ENR upgrade and expansion, complete in place as specified and indicated on the Construction Drawings	LS	1	\$11,077,000.00	\$11,077,000.00	\$10,411,000.00	\$10,411,000.00
Total Base Bid Item 1				\$11,077,000.00		\$10,411,000.00	
C-1	Unclassified Excavation	CY	100	\$100.00	\$10,000.00	\$115.00	\$11,500.00
C-2	Aggregate (Stone) Backfill	CY	75	\$50.00	\$3,750.00	\$110.00	\$8,250.00
C-3	Soil Backfill	CY	25	\$40.00	\$1,000.00	\$70.00	\$1,750.00
C-4	Electrical Outlets	EA	10	\$1,400.00	\$14,000.00	\$895.00	\$8,950.00
C-5	Concrete Spalling Repair	LB	20	\$140.00	\$2,800.00	\$142.00	\$2,840.00
Total Sum Contingent Items C-1 through C-5				\$31,550.00		\$33,290.00	
Total Sum Bid Base Bid Item 1 and Contingent Items C-1 through C-5				\$11,108,550.00		\$10,444,290.00	

* Corrected calculations based on unit pricing

Remarks / Exceptions:

PUR-1623
Smithsburg WwTP ENR Upgrade Expansion

				HRI Construction LLC aka M2 Construction LLC in MD Lancaster, PA		Triton Construction, Inc. Saint Albans, WV	
Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Total Price	Unit Price	Total Price
1	Construction of Smithsburg WwTP ENR upgrade and expansion, complete in place as specified and indicated on the Construction Drawings	LS	1	\$11,886,285.00	\$11,886,285.00	\$13,941,600.00	\$13,941,600.00
Base Bid Item 1				\$11,886,285.00		\$13,941,600.00	
C1	Unclassified Excavation	CY	100	\$300.00	\$30,000.00	\$35.00	\$3,500.00
C2	Aggregate (Stone) Backfill	CY	75	\$55.00	\$4,125.00	\$125.00	\$9,375.00
C3	Soil Backfill	CY	25	\$40.00	\$1,000.00	\$125.00	\$3,125.00
C4	Electrical Outlets	EA	10	\$1,550.00	\$15,500.00	\$2,200.00	\$22,000.00
C5	Concrete Spalling Repair	LB	20	\$175.00	\$3,500.00	\$20.00	\$400.00
Total Sum Contingent Items C-1 through C-5				\$54,125.00		\$38,400.00	
Total Sum Bid Base Bid Item 1 and Contingent Items C-1 through C-5				\$11,940,410.00		\$0.00	

* Corrected calculations based on unit pricing

Remarks / Exceptions:

HRI Construction, LLC aka M2 Construction, LLC in MD -Subcontractors Listing Dollar Value will provide upon request if M2 is apparent low bidder

PUR-1623
Smithsburg WwTP ENR Upgrade Expansion

				W.M. Schlosser Company, Inc. Hyattsville, MD	
Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Total Price
1	Construction of Smithsburg WwTP ENR upgrade and expansion, complete in place as specified and indicated on the Construction Drawings	LS	1	\$15,557,800.00	\$15,557,800.00
Base Bid Item 1				\$15,557,800.00	
C1	Unclassified Excavation	CY	100	\$290.00	\$29,000.00
C2	Aggregate (Stone) Backfill	CY	75	\$86.00	\$6,450.00
C3	Soil Backfill	CY	25	\$30.00	\$750.00
C4	Electrical Outlets	EA	10	\$1,800.00	\$18,000.00
C5	Concrete Spalling Repair	LB	20	\$500.00	\$10,000.00
Total Sum Contingent Items C-1 through C-5				\$64,200.00	
Total Sum Bid Base Bid Item 1 and Contingent Items C-1 through C-5				\$15,622,000.00	



Washington County, Maryland
Budget Adjustment Form

Print Form

- ☐ Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- ☒ Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Department Head Authorization

Division Director / Elected Official Authorization

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Transaction/Post -Finance

Deputy Director - Finance

Preparer, if applicable

Kelcee Mace

Digitally signed by Kelcee Mace
Date: 2023.10.04 14:57:52 -0500

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 with date

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
498021	32	42010	TRP021		0000	Bond Fund - 2024	690,000
599999	32	42010	TRP021		CNST	Smithsburg WwTP ENR Upgrade	690,000
498021	37	40010	BLD073		0000	Bond Fund - 2024	-400,000
599999	37	40010	BLD073		CNST	General Building Improvements	-400,000
498021	38	41010	TRP025		0000	Bond Fund - 2024	-290,000
599999	38	41010	TRP025		CNST	General WTP Improvements	-290,000

Explain
Budget Adjustment

Required Action by
County Commissioners

☐ No Approval Required



Approval Required

Approval Date if
Known



Agenda Report Form

Open Session Item

SUBJECT: Adoption of the Revisions to the County's Procurement Policies

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Rick F. Curry, CPPO, Director of Purchasing

RECOMMENDED MOTION: Move to adopt the revisions to the County's Procurement Policies.

REPORT IN BRIEF: The revisions are to update the procurement-related policies thresholds that were increased by this Board on July 27, 2023. Since The revisions are a minor update to the existing policies, it was not feasible to show the differences via a track-changed document, which consists of ninety-nine pages. (Note: Present policies may be found on the County's website: <https://www.washco-md.net/wp-content/uploads/ProcurementPolicyManual2013FinalDraftrevised3-5-2020.pdf>)

Previous Procurement Thresholds

\$0 - \$2,499.99 ~ Nothing Required
\$2,500 - \$9,999.99 ~ 3 Telephone Quotes
\$10,000 – \$49,999.99 ~ Formal Quotation (RFQ)
\$50,000.00 – up ~ Formal Bid (ITB)
Request for Proposal (RFP) – Any job/service over \$50,000.00 that requires Qualifications & Experience/Technical Proposals

Current Procurement Thresholds

\$0 - \$7,499.99 ~ Nothing Required
\$7,500 - \$14,999.99 ~ 3 Telephone Quotes
\$15,000 – \$49,999.99 ~ Formal Quotation (RFQ)
\$50,000.00 – up ~ Formal Bid (ITB)
Request for Proposal (RFP) – Any job/service over \$50,000.00 that requires Qualifications & Experience/Technical Proposals

Items of significance are as follows:

SECTION 1.1: Purpose of Procurement Policy Revisions - Increasing the Small Purchase limits from \$2,500 to \$7,499.99 at which limit the processing of quotations and Purchase Orders are required.

Centralized: These policies are to be followed by anyone who has the authority to act as an agent of the County in the procurement of all goods and services for purchases exceeding ~~\$2,500.00~~. The Purchasing Department also has the authority to process bids/proposals resulting in award recommendations to the Mayor and Council for contracts that exceed \$25,000.00 as requested by and on behalf of the City of Hagerstown, Maryland.

Decentralized: These policies are for the benefit of County personnel responsible for the Procurement of goods and services for their agency in an amount not to exceed ~~\$2,500.00~~ which amount is set by the Board. The County's Director of Engineering and Construction Management or designee shall have the authority to act on behalf of the Purchasing Director to process bids resulting in contracts that exceed the formal bid limit set forth in the Code of the Local Public Laws of Washington County, Section 1-106, for the purchase of construction services as it relates to that department/division.

SECTION 2.2: Authority

The Board established the Purchasing Department in 1976. The Purchasing Department is located in the Washington County Administration ~~Building~~, 100 West Washington Street, Third Floor, ~~Room 320~~, Hagerstown, MD 21740-4748 and can be contacted via telephone at 240-313-2330, or through the County's web site at www.washco-md.net.

SECTION 2.7: Purchase Order/Contract Signatory Authorities and Approval Thresholds

Only the Board has the authority, or may designate the authority, to commit funds. The Board of County Commissioners authorizes spending limits and contract signing authority as follows: Using Agency: ~~\$01 to \$2,500.00~~ Purchasing Department: ~~≥\$2,500.00~~ to formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106 Board Approval and Contract Execution: A contract amount that exceeds the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106) The Purchasing Director has authority to execute Purchase Orders of any dollar amount that are in compliance with the above approval thresholds and have received Board approval, if required. The Board, the County Administrator and other appropriate County officials shall be kept apprised of procurement activities. The Board may approve/reject recommendations made for its consideration at its discretion. Authority is granted for using agencies to obtain quotes and transact purchases, including contract execution, up to ~~\$2,500.00~~ for items or services that are funded in the using agency's budget without the Processing of a Purchase Order unless required by the vendor. Further, the using agencies are granted the authority to obtain quotes for purchases of ~~\$2,500.00 through \$10,000.00~~. Once the quotes have been received, a Purchase Order – along with quotation information, must be entered into the financial software system for processing by the Purchasing Department. If the request is in compliance with all policies, a Purchase Order (also considered a contract) and any accompanying contract will be processed by the Purchasing Department authorizing the vendor to provide the goods and/or

services requested. Any authorization of a purchase exceeding ~~\$2,500.00~~ to a vendor without a Purchase Order is not valid. Any agency requiring assistance for any purchase, regardless of the estimated cost, should contact the Purchasing Department.

SECTION 3.1: Procurement Methods Not Requiring Formal Solicitation -All purchases and contracts shall be procured competitively with the exception of purchases or contracts made using the following exemptions:

- Procurements of ~~\$2,500.00~~ or less.
- Services or purchases made from another contract or agreement written by another Federal, State, County, City government agency, or government cooperative for identical goods or services. The agreement or contract must have been formally competed or renewed within the last twelve (12) months by the Federal, State, County, or City Government Agency.
- Purchases directly from federal, state, county or other governmental units.
- Subscriptions for magazines, books, or periodicals.
- Purchases from the County stockroom.
- Dues. • Advertisements, i.e. newspapers and periodicals.
- Postage.
- Insurance claim repairs/replacements.
- Advances or expenses related to official travel or attendance at conventions, seminars or schools.
- Professional services with an annual cost not to exceed the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106 with justification approved by the Purchasing Director.
- Proprietary training consultants or training classes.
- Professional Legal Services to represent the interests of the County in connection with threatened or pending litigation.
- If there is a critical time element in obtaining materials, the County may consider using the last supplier and his/her price without further price checking of the particular item if the elapsed time is no more than twelve (12) months and there is a rush status to a purchase that does not exceed the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106.

SECTION 3.2: Small Purchases of Less Than the Formal Bid Limit Set Forth in the Code of the Public Local Laws of Washington County, Section 1-106 - Expenditures for the procurement of supplies, equipment, materials, or services having an estimated value of less than the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106 may be made on the open market by informal procurement methods, without public notice and without following formal procurement methods. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this policy. The types of informal procurement methods are:

Single Quote. A single quote may be obtained to purchase goods or services in the amount of ~~\$2,500.00~~ or less. The using agency may request that the vendor provides a written quote containing all details of the purchase, i.e., date of delivery, freight costs, discounts, warranty, etc. 17 It is suggested that, when time allows, agencies may obtain competitive quotes, either written or by telephone, to ensure that that using agency is getting the best value for the County.

Informal Quotes. Informal quotes should be used to purchase goods/services greater than ~~\$2,500.00 and not exceeding \$10,000.00~~, including those goods whose daily

pricing fluctuates under changing market conditions or during a declared emergency. The caller shall make every effort to obtain at least three (3) competitive quotes. A sample Informal Quote form is included herein as Appendix B. The using agency shall then submit an on-line Purchase Order request for approval of the purchase and include all quotation information.

Request for Quotations (RFQ). A Request for Quotations should be used to purchase goods in excess of ~~\$10,000.00~~ and up to and including an amount not to exceed the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106. The Request for Quotations form shall be issued to at least three (3) qualified vendors by either the using agency or the Purchasing Department. Vendor responses shall then be received and tabulated. Award shall be made by the Purchasing Department to the responsible vendor offering the lowest responsive quotation based upon the best value determination to the County. The Purchasing Department shall retain in its files the original Request for Quotations and all original responses to the Request for Quotations. The using agency shall submit an on-line Purchase Order request for approval of the purchase.

SECTION 3.5 An emergency condition is a situation that creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, or other such reason as proclaimed by a using agency. The existence of such condition creates an immediate and serious need for supplies, equipment, materials, and services that cannot be met through normal procurement methods and the lack of which would threaten the function of County government, or the health, safety or welfare of County residents. County using agencies may make emergency procurements when an emergency condition arises, and the need cannot be met through normal procurement methods. An emergency procurement shall be limited only to a quantity of those 19 supplies, equipment, materials, or services necessary to meet the emergency. There shall be no delay for the purposes of purchasing emergency goods and/or services.

- In cases of emergency, the governing body of the local government may authorize the expenditure of funds in excess of the budget by ordinance or resolution duly adopted by a majority vote of such governing body.
- If the expense exceeds ~~\$2,500.00~~ and the emergency occurs during normal County business hours (7:30 a.m. – 4:30 p.m., Monday through Friday), the Purchasing Department shall be contacted (in person or by telephone) for guidance on the appropriate action needed to handle the purchasing emergency.
- If the emergency occurs outside of normal business hours, the only emergency purchases authorized are those related to the maintenance and repair of County facilities, to the emergency maintenance of County vehicles and emergency conditions related to the operation of the Sheriff's Office, Division of Emergency Services, Division of Environmental Management, and Division of Public Works activity. Man made emergencies through neglect must be avoided. A typical example of this situation is the depletion of stock due to failure to anticipate needs in advance of requirements. All emergency orders exceeding ~~\$2,500.00~~ will be brought to the attention of the using agency's Division Director and/or the County Administrator. It shall be the responsibility of the respective using agency head and the Purchasing Director to keep the practice of making emergency purchases to an absolute minimum. Emergency purchases are made hurriedly, usually on a noncompetitive basis, and almost always at top prices. The use of an emergency purchase to circumvent normal purchasing procedures will not be permitted.

SECTION 3.8 Use of State or Other Governmental Entity Awards - When a particular commodity/service is available on a State or other governmental contract, a using agency may purchase from the contract at the price contracted/negotiated by the state or other governmental entity via a Purchase Order. A using agency must obtain a copy of the contract information for providing to the Purchasing Department and reference the contract or award number on the Purchase Order for procurements over \$2,500.00. For any intergovernmental contract procurement that exceeds the formal bid limit set forth in the Code of the Public Local Laws of Washington County, Section 1-106, approval must first be granted by the Board in accordance with Section 1-106.3 of the Code of the Public Local Laws of Washington County, Maryland.

SECTION 3.53: Written Justification - A written justification by the using agency head, or designee, shall be included for all procurements that exceed the competition threshold of ~~\$2,500.00~~ that were awarded as “Sole Source”. This justification shall completely explain the rationale used in determining “sole source”, as well as the determination that the awarded price is “fair and reasonable”, using an element of price analysis justifying the total cost.

DISCUSSION: N/A

FISCAL IMPACT: N/A

CONCURRENCES: Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Budget Amendment

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Mark D Bradshaw, PE – DEM Director

RECOMMENDED MOTION: Approve the attached budget amendment in the amount of \$31,080.00

REPORT-IN-BRIEF: A 2022 Chevy Colorado was involved in an accident on July 7, 2023 and was totaled by the insurance company.

DISCUSSION: On July 7, 2023 a vehicle exiting I-70 failed to yield the right-of-way and pulled out in front of the 2022 Chevy Colorado. The driver served to miss the vehicle but clipped the front end causing the Colorado to roll over several times. The insurance company determined the Colorado a total loss and paid the County \$31,080.00. Since the vehicle was purchased with Water Quality funds, we request the payment be deposited in Water Quality's vehicle CIP account.

FISCAL IMPACT: NA

CONCURRENCES: NA

ATTACHMENTS: Budget Amendment



Washington County, Maryland Budget Adjustment Form

Print Form

- ☒ Budget Amendment - Increases or decrease the total spending authority of an accounting fund or department
- ☐ Budget Transfer - Moves revenues or expenditures from one account to another or between budgets or funds.

Department Head Authorization

Darryl Brown

Digitally signed by Darryl Brown
Date: 2023.09.12 10:39:29 -04'00'

Required approval with date

Division Director / Elected Official Authorization

Mark D Bradshaw

Digitally signed by Mark D Bradshaw
Date: 2023.09.14 11:30:24 -04'00'

If applicable with date

Budget & Finance Director Approval

Required approval with date

County Administrator Approval

Required approval with date

County Commissioners Approval

Required > \$ 25,000 with date

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
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599999	37	40010	VEH007			Water Quality - CIP	31,080
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498800	37	40010	VEH007		VHCL	Other - CIP Revenue	31,080
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Explain
Budget Adjustment

Total Loss Settlement for claim FXH8626

Transaction/Post-Finance

Deputy Director - Finance

Preparer, if applicable

Tracy McCammon
Digitally signed by Tracy
McCammon
Date: 2023.08.11 09:26:45 -04'00'

Required Action by
County Commissioners

☐ No Approval Required

☒ Approval Required

Approval Date if
Known



Agenda Report Form

Open Session Item

SUBJECT: Insurance Renewal for Washington County Volunteer Fire & Rescue Association beginning January 1, 2024 through December 31, 2024

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Tracy McCammon, Risk Management Coordinator and Patrick Buck, CBIZ Insurance Services

RECOMMENDED MOTION: Move to renew the commercial property, auto and casualty package with VFIS Insurance Company at the estimated premium of \$510,891, worker's compensation insurance with Chesapeake Employers Insurance Company at the estimated premium of \$363,279 and cyber liability with BCS Insurance Company at the estimated premium of \$16,790.

REPORT-IN-BRIEF: Renewal quotes from insurance carriers are reflected in the attached premium comparison.

DISCUSSION: Original premium quotes that were received early on showed an increase of over 30%. CBIZ worked with carriers to successfully negotiate the increase down to 19%. However, VFIS has increased our deductible on the auto policy to \$2,000 and the inland marine policy to \$1,000.

FISCAL IMPACT: Total premium for all coverages is \$873,225. Actual premiums paid in CY2023 were \$732,524. Though premiums increased, we did budget for this increase in the upcoming budget. VFIS requires a down payment of \$121,215 due on January 1, 2024. The remaining balance will be paid in nine monthly installments. Chesapeake Employers Insurance also requires a down payment of \$69,116 on January 1, 2024. Again, the remaining balance will be paid in nine monthly installments.

CONCURRENCES: Michelle Gordon, County Administrator

ALTERNATIVES: Complete market bids with lapse in coverage

ATTACHMENTS: Premium comparison

AUDIO/VISUAL NEEDS: None

Coverage	2023 Annualized Premium	2024 Estimated Premium	\$ +/-	% +/-
Property	\$71,471	\$71,040	-\$431	-1%
Crime	\$11,599	\$11,599	\$0	0%
Portable Equipment	\$5,971	\$4,927	-\$1,044	-17%
Automobile	\$263,194	\$295,594	\$32,400	12%
General Liability	\$30,100	\$42,029	\$11,929	40%
Management Liability	\$13,882	\$14,420	\$538	4%
Umbrella	\$34,209	\$39,501	\$5,292	15%
Workers Compensation	\$253,874	\$345,544	\$91,670	36%
Smithsburg Emergency Medical Service Cyber	\$3,235	\$2,925	-\$310	-10%
Williamsport Volunteer Fire & EMS Cyber	\$3,475	\$3,150	-\$325	-9%
The Volunteer Fire Company of Halfway, MD Inc. Cyber	\$3,815	\$3,475	-\$340	-9%
Community Rescue Service Co. Cyber	\$4,224	\$4,540	\$316	7%
Washington County Volunteer Fire and Rescue Association Cyber	\$2,270	\$2,700	\$430	19%
Accident (AD&D)	\$31,205	\$31,781	\$576	2%
Total Premium	\$732,524	\$873,225	\$140,701	19%



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1666) – Clear Spring Library Hot Water Boiler Replacement

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Andrew Eshleman, P.E., Director, Division of Public Works; Danny Hixon, Deputy Director Public Works – Buildings, Grounds and Facilities.

RECOMMENDED MOTION: Move to award the contract for the Clear Spring Library Hot Water Boiler Replacement project to the lowest responsible, responsive bidder, Mick's Plumbing and Heating A/C of Thurmont, MD who submitted the total lump sum bid in the amount of \$105,600 and to execute a budget adjustment from the CIP Reserve Account to the Library Systemic Projects Account.

REPORT-IN-BRIEF: The existing oil hot water boiler developed an unrepairable major leak in the cast iron water circulation unit, necessitating replacement. The Clear Spring Library has since been operating with the heat pump as its primary heat source. A new similarly sized oil hot water boiler would take approximately 6 months to manufacture and deliver. A dual unit liquid propane system with a shorter 1-2 week procurement lead time was designed as a replacement option that will also provide greater long term operational efficiency. The work includes removing and decommissioning the existing oil hot water boiler and tank and replacement with a dual unit liquid propane hot water boiler system including the necessary piping, ducting, electrical and system controls needed to complete the work.

The finished installation shall be in perfect working condition and be ready for continuous and satisfactory operation.

The project is to be substantially completed within thirty (30) consecutive calendar days of the Notice to Proceed. The County can assess liquidated damages in the sum of one hundred (\$100) dollars for each consecutive day that the project is not completed.

This work was solicited via request for pricing from three prospective bidders. Two bids, were received, one which was deemed responsive to the request for pricing.

According to the Purchasing Policy This situation created a threat of equipment failure, or other such reason as proclaimed by a using agency. The existence of such condition creates an immediate and serious need for the equipment, materials, and services that could not be met through normal procurement methods and the lack of which would threaten the function of the Library. The County may make emergency procurements when an emergency condition arises, and the need cannot be met through normal procurement methods. An emergency procurement shall be limited only to a quantity of those supplies, equipment, materials, or services necessary

to meet the emergency. There shall be no delay for purposes of purchasing emergency goods and/or services.

DISCUSSION: N/A

FISCAL IMPACT: \$105,600. A budget adjustment in the amount of \$71,000.00 from the CIP Reserve 498710 to the Library Systemic Projects Account BLD075 is required. The engineer's estimate for the work was \$100,000.

CONCURRENCES: Purchasing Director

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation, Budget Adjustment Form

AUDIO/VISUAL NEEDS: N/A

PUR-1666				Mick's Plumbing, Heating		Beaver Mechanical *	
Item No.	Item Description	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price
1	Hot Water Boiler Replacement	LP	Lump Sum	\$105,600.00	\$105,600.00	\$99,000.00	\$99,000.00
2	Propane Gas regulator		Lump Sum	\$2,100.00	\$2,100.00		
3							
4							
TOTAL LUMP SUM BASE BID AND UNIT PRICE ALLOWANCES				\$107,700.00		\$99,000.00	

Remarks / Exceptions:

*Not Responsive. Bid price did not include pricing for total scope of work.



Washington County, Maryland
Budget Adjustment Form

BOCC Approval Date (if known) _____

(?) ☐ Budget Amendment
☒ Budget Transfer

Deputy Director - Finance

Sign _____

Preparer, if applicable

Sign _____

Department Head Authorization

Sign _____

Division Director / Elected Official Authorization

Sign _____

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Amount Description	Increase (Decrease) +/-
498710	30	11910	BLD075		0000	Capital Transfer - General	71,000.00
599999	30	11910	BLD075		CNST	Systemic Projects - Library	71,000.00

Explain Budget Adjustment Additional funds are needed to be able to complete the Clear Spring Library boiler replacement project. Funds will come out of the capital reserve.

Attach Additional Items

Upload

Approve

Reject

Comments

2000 characters left



Agenda Report Form

Open Session Item

SUBJECT: Fort Ritchie Redevelopment-Outstanding Tap Fees

PRESENTATION DATE: December 12, 2023

PRESENTATION BY: Zachary J. Kieffer, Deputy County Attorney

RECOMMENDED MOTION: Seeking consensus to enter into the attached MOU with John Krumpotich's limited liability companies.

REPORT-IN-BRIEF: After hearing from John Krumpotich about challenges associated with redevelopment of the former Ft. Ritchie military base, Board of County Commissioners to engage with Mr. Krumpotich and his attorney to negotiate the MOU, attached hereto.

DISCUSSION: Presently, tap fees owed in connection with Fort Ritchie Redevelopment total \$941,067.58. The attached MOU contemplates forgiveness of water and sewer tap fees owed by Krumpotich and/or his entities in the amount of \$200,000.00. MOU also includes a provision for repayment of remaining balance of tap fees (\$741,067.58) over a period of 5 years.

FISCAL IMPACT: \$200,000.00 in outstanding tap fees not collected. However, MOU may resolve this issue and allow County to collect the remaining \$741,067.58 and resolve the matter.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Draft MOU

AUDIO/VISUAL NEEDS: N/A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into on this ____ day of _____, 20__, by and between **Barrick’s Bequest, LLC** (“Barrick’s”), **Cascade Property, LLC** (“Cascade”) and **Ritchie Holding, LLC** (“Ritchie”), each a Maryland limited liability company whose address is 25009 Lake Wastler Drive, Cascade, Maryland 21719 (collectively, “Developer”) and the **Board of County Commissioners of Washington County, Maryland**, a body corporate and politic of the State of Maryland whose address is 100 W. Washington Street, Hagerstown, MD 21740 (“County”).

RECITALS

- A. John W. Krumpotich (“Krumpotich”) is an individual resident of the State of Maryland, involved in development and redevelopment efforts of a tract of land commonly known as the former Fort Ritchie Military Reservation, Washington County, Maryland (the “Property”), as more fully described in an Agreement of Sale of Real Property dated November 5, 2019, as amended, between the County and Krumpotich, individually (the “Agreement”). Krumpotich is a principal of Barrick’s, Cascade, and Ritchie.
- B. The County conveyed the Property to Cascade, pursuant to a Deed dated April 8, 2021, and recorded among the Land Records of Washington County, Maryland in Liber 6578, folio 0038. Cascade remains the record owner of a majority of the Property.
- C. Ritchie is the record owner of a portion of the Property, by virtue of a Deed from Cascade, dated August 20, 2021, and recorded among the said in Liber 6732, folio 500 (Map: 0028, Parcel: 0176), consisting of +/- 12.23 acres and improved by 58 townhomes.
- D. Barrick’s is the owner of a portion of the Property, commonly referred to as the “Finger Buildings”.
- E. The County provides water and sewer treatment services to the Property through the County-owned public water and sewer system, generally known as the “Highfield System.”
- F. In the course of Developer’s ownership, rehabilitation and ongoing development of the Property, and the County’s available water and sewer service allocation utilized by the Developer, certain matters have arisen between the Developer and County, which the parties agree to resolve in accordance with the terms more particularly set forth herein.

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

1. Incorporation of Recitals. The Introduction and Recitals set forth above are incorporated herein and made a part hereof.
2. Outstanding Tap Fees.
 - a. The parties agree that certain fees (“Tap Fees”) arising from Developer’s utilization of available water and sewer capacity allocation within the Highfield System, to provide water and sewer service to certain residential and commercial buildings within the Development to the Highfield System, are due and owing to the County from Developer.
 - b. Tap Fees are due to be paid to the County as a condition of the County issuing a use and occupancy certificate. The use and occupancy certificates were issued to the respective commercial and residential buildings by the County.
 - c. The amount of Tap Fees owed to the County are as follows:

i. Commercial building allocation fees:	\$370,800.00
ii. Residential building allocation fees:	\$515,066.00
iii. Water meter fees:	\$55,201.58
iv. Total:	\$941,067.58
- (the “Outstanding Tap Fee”).
3. Waiver and Payment of Outstanding Tap Fee.
 - a. In furtherance of the ongoing efforts by Developer to redevelop the Property, which the County believes to be of benefit to both the community of Cascade and Washington County, the County hereby waives and forgives a portion of the Outstanding Tap Fee in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).
 - b. The parties agree that the remaining Tap Fee which shall be paid to the County in the amount of Seven Hundred Forty-One Thousand Sixty-Seven and 58/100 Dollars (\$741,067.58).
 - c. Developer shall repay the Tap Fee in five annual installments of One Hundred Forty-Eight Thousand Two Hundred Thirteen and 52/100 Dollars

(\$148,213.52). The first installment payment shall be made by Developer January 5, 2024 (the "Payment Date"). Each of the following installments shall be paid on each subsequent and consecutive anniversary of the Payment Date.

- d. The parties agree that upon the final payment of the Tap Fee on the fifth (5th) anniversary of the Payment Date, all issues concerning the Outstanding Tap Fee shall be deemed to be resolved and the Outstanding Tap Fee will be considered, "paid in full."
 - e. The parties acknowledge that this MOU does not abrogate, affect or waive Developer's obligation to the County for future Tap Fees due as a condition of the issuance of use and occupancy certificate(s) for buildings within the Property to the Highfield Systems.
 - f. Developer agrees that future Tap Fees shall be paid to the County in accordance with applicable County statutes, ordinances and regulations. Nothing contained in this MOU shall be construed to waive or exempt Developer from any future Tap Fees.
 - g. In the event Developer fails to pay an installment of the Outstanding Tap Fee, upon fifteen (15) days' written notice from the County, the Developer shall be in breach of this MOU, and the entire unpaid amount of the Outstanding Tap Fee shall be immediately due and owing. If the County is required to engage or employ an attorney to commence legal proceedings or otherwise enforce the terms of this MOU, Developer shall reimburse County for all enforcement costs, including reasonable attorneys' fees. If the Developer is required to engage or employ an attorney to commence legal proceedings or otherwise enforce the terms of this MOU, County shall reimburse Developer for all enforcement costs, including reasonable attorneys' fees.
4. Assignment. Developer may assign, upon prior written notice to the County of both the intent to assign and the identity of the contemplated assignee, its rights under this MOU, subject to County approval, which shall not be unreasonably withheld.
5. Entire Agreement, Severability and Amendment.
- a. This MOU constitutes the entire agreement and understanding of the parties with respect to the subject matter herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to this MOU.
 - b. If any provision is found to be invalid, the remainder of the provisions of this MOU, and the application of such provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.
 - c. This MOU may only be amended which shall be approved in writing and signed by the parties hereto.

6. Counterpart Signatures. This MOU may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not limitation, facsimile, Adobe PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.
7. Captions. The captions in this MOU have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the provisions of this MOU.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer and the County have hereunto set their hands and seals.

ATTEST:

DEVELOPER

BARRICK'S BEQUEST, LLC
A Marland limited liability company

By: _____ (SEAL)
John W. Krumpotich, Member

CASCADE PROPERTIES, LLC
a Maryland limited liability company

By: _____ (SEAL)
John W. Krumpotich, Member

FORT RITCHIE DEVELOPMENT, LLC
a Maryland limited liability company

By: _____ (SEAL)
John W. Krumpotich, Member

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND**

Dawn L. Marcus
County Clerk

By: _____
John F. Barr, President

Approved as to legal form and sufficiency.

Zachary J. Kieffer
Deputy County Attorney



Agenda Report Form

Open Session Item

SUBJECT: Agriculture – Faces of Farming Presentation

PRESENTATION DATE: Tuesday, December 12, 2023

PRESENTATION BY: Leslie Hart, Business Development Specialist, Department of Business and Economic Development

RECOMMENDED MOTION: N/A

REPORT-IN-BRIEF: “Faces of Farming” is an agricultural-focused video marketing campaign that will showcase two local Washington County farms every month, for one year. The “Faces of Farming” marketing videos will be showcased on the County’s website, as well as Facebook and other social media platforms, and will target a new industry and highlight a local farmer from that specific agricultural industry. Additionally, the Faces of Farming marketing campaign will be utilized in Washington County Public Schools as an agricultural education element focused on kindergarten to Fifth grade students to connect Washington County youth directly with local farms.

DISCUSSION: Washington County’s agricultural business represents the backbone of the County’s landscape. With over 900 operating family farms and \$153,725,000 in market value of products sold, agriculture is the largest economic driver in Washington County. The “Faces of Farming” marketing campaign will aim to educate residents in Washington County, along with the surrounding States and Counties, about the economic impact of the Ag industry. Additionally, these videos will be used for agricultural education to numerous streams around Washington County, such as, 4-H and FFA (Future Farmers of America) meetings, Ag Expo and Fair, and they will be available on the Washington County Ag App and website.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: Yes - Faces of Farming Videos: Green Hill Farm of Sharpsburg and Beaver Creek Farm of Hagerstown Maryland.