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BOARD OF COUNTY COMMISSIONERS

November 28, 2017

Agenda

- 10:00 A.M. INVOCATION AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Terry L. Baker*
APPROVAL OF MINUTES –NOVEMBER 14, 2017
- 10:05 A.M. COMMISSIONERS' REPORTS AND COMMENTS
- 10:15 A.M. REPORTS FROM COUNTY STAFF
- 10:25 A.M. CITIZENS PARTICIPATION
- 10:30 A.M. **PUBLIC HEARING:** APPLICATION FOR TEXT AMENDMENT - RZ-17-007 – *Jill Baker, Chief Planner, Planning Department*
- 10:45 A.M. **PUBLIC HEARING:** APPLICATION FOR MAP AMENDMENT - RZ-17-009 – *Jill Baker, Chief Planner, Planning Department*
- 11:15 A.M. COUNTY COMMISSIONERS OF WASHINGTON COUNTY WATER QUALITY BONDS, SERIES 2018A AND SERIES 2018B AUTHORIZING RESOLUTION – *Sara Greaves, Deputy Director of Budget & Finance and Lindsey Rader, Bond Counsel for Washington County*
- 11:30 A.M. EXTENSION OF SUNSET DATE PROVIDED FOR IN RESOLUTION NO. RS-2016-16, WHICH ESTABLISHED THE CONOCOCHIEAGUE DEVELOPMENT DISTRICT, FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018 – *Sara Greaves, Deputy Director of Budget & Finance and Lindsey Rader, Bond Counsel for Washington County.*
- 11:45 A.M. AGRICULTURAL ADVISORY COMMITTEE LUNCHEON
Location: 100 W. Washington Street, Suite 2000, 2nd Floor
- 12:45 P.M. RETURN TO 100 WEST WASHINGTON STREET, SUITE 1113, FIRST FLOOR
- 01:05 P.M. PRESENTATION OF THE JUNE 30, 2017 AUDITED FINANCIAL STATEMENTS – *Kim Edlund, Director, Division of Budget & Finance and Christopher Lehman And Bill Seymour, Partners of SB& Company*
- 01:35 P.M. BRIEFING ON NEXT GENERATION 911 – *Bud Gudmundson, GIS Manager, IT Dept, Bardona Woods, Assistant Director, Emergency Services and Julia Fischer, MD Geographic Information Officer*

- 01:55 P.M. GENERAL FUND CONTINGENCY FUNDING REQUEST, TOWN OF HANCOCK, MD – *James Hovis, Director, Office Of Community Grant Management*
- 02:05 P.M. CONVEYANCE OF REAL PROPERTY LOCATED AT 13526 PENNSYLVANIA AVENUE, HAGERSTOWN, MD – *Susan Small, Real Property Administrator, Engineering Department*
- 02:10 P.M. ECONOMIC DEVELOPMENT COMMISSION – *Robert Slocum, County Administrator*
- 02:20 P.M. HEALTH AND HUMAN RESOURCES RECLASSIFICATION / REALIGNMENT OF DUTIES – *Stephanie Stone, Director of Health and Human Services*
- 02:30 P.M. REVISED AND UPDATED POLICIES – *Stephanie Stone, Director of Health and Human Services & Kendall McPeak, Assistant County Attorney*
- 02:40 P.M. WAGE AND RELATED RECOMMENDATIONS – *Stephanie Stone, Director Health & Human Services, Kim Edlund, Director of Budget & Finance and Robert Slocum, County Administrator*
- 02:55 P.M. BOARD OF EDUCATION LEGISLATIVE PROGRAM – *Robert Slocum, County Administrator*
- 03:05 P.M. 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; and to consult with counsel to obtain legal advice on a legal matter.)
- 03:40 P.M. ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING – Application for Text Amendment – RZ-17-007

PRESENTATION DATE: November 28, 2017; 10:30 a.m.

PRESENTATION BY: Jill Baker, Chief Planner, Washington County Department of Planning and Zoning

Case	Application	Applicant	Proposed Amendment
RZ-17-007	Text	Washington County Dept. of Planning and Zoning	Washington County Zoning Ordinance Proposed text amendments – Articles 3, 5A, 5B, 5C, 7A, 8, 9, 10, and 28A

REPORT-IN-BRIEF: Application is being made to amend portions of the Washington County Zoning Ordinance included in Articles 3, 5A, 5B, 5C, 7A, 8, 9, 10, and 28A. The purpose of the amendments is to correct, clarify, and add new language related to boarding facilities, tourist homes, boarding and rooming houses, bed and breakfasts, country inns, and banquet/event facilities. One person spoke in favor of the proposed changes during the public information meeting and submitted written comments.

DISCUSSION: Detailed discussion of each amendment can be found in the Staff Report and Analysis dated September 8, 2017, attached hereto.

FISCAL IMPACT: None

ALTERNATIVES: N/A

ATTACHMENTS: Staff Report and Analysis dated September 8, 2017
Proposed text amendments
Planning Commission Recommendation dated October 19, 2017



Washington County

M A R Y L A N D

DEPARTMENT OF PLANNING & ZONING

COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

RZ-17-007

September 8, 2017

WASHINGTON COUNTY ZONING ORDINANCE TEXT AMENDMENT STAFF REPORT AND ANALYSIS

ARTICLES 3, 5A, 5B, 5C, 7A, 8, 9, 10, 28A

Proposal: Application is being made to amend several sections of the Zoning Ordinance to correct and clarify language related to boarding facilities and event facilities.

Staff Report: The purpose of these amendments is to better clarify the varying types of boarding facilities in the County and provide more opportunities for the establishment of event facilities in the Urban Area.

Through the evolution of the Zoning Ordinance there have been many terms given to the issue of boarding of non-family members. Current terms in the Ordinance include boarding houses, rooming homes, tourist homes, bed and breakfast, etc. While generally having the same purpose, there are subtle differences that can mean a difference in intensities. There are differences between location, ownership, and number of renters. The purpose of these amendments is to better clarify and define the different intensities.

Also, there has been an increasing demand for "unconventional" wedding and reception facilities throughout the County. With this, there has been interest shown in allowing these types of facilities not just in the rural areas of the County but also in the urban areas. The purpose of the amendments relating to event facilities is to provide more opportunity for these types of uses in the growth areas.

Analysis: There are two general categories of amendments being proposed as part of this application. A brief outline of each amendment is listed below.

- A) The first set of amendments proposed as part of this application relates to the various types of boarding facilities uses currently outlined in the Zoning Ordinance. Since the inception of the Ordinance in 1973, there have been opportunities for private residences to "board" or "room" non-family members in their home for compensation. This amendment seeks to continue these uses but use more modern terms and clarify the different levels of intensity so that citizens can have a clear expectation of the various types of boarding facilities.

To begin analyzing these amendments, it is important to understand that boarding facilities, while being similar in the type of use, can have varying degrees of intensity and therefore varying impacts on neighboring properties and infrastructure. To define different levels of intensity, Staff looked specifically at three variables: 1) owner occupied vs. non-owner occupied; 2) duration of stay; and 3) number of rooms available for boarders.

Past experience has provided evidence that owner occupied structures vs. non-owner occupied structures have a tendency to receive more care and attention both from a visual standpoint as well as from a social aspect. People are more apt to be considerate of their neighbor if they have to live there and see them every day. So from this perspective it is at least perceived by most people that owner occupied structures are less objectionable than non-owner occupied.

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Duration of stay is a more subjective qualifier than the other two intensity factors. It is generally a function of the other two factors put together. Length of stay can depend on the number of rooms available and whether or not the structure is owner or non-owner occupied.

The number of rooms available for boarding is probably the most definitive way we can measure intensity. The more rooms available means more traffic, more parking, and in general more overall impact on our infrastructure.

Currently the Zoning Ordinance has three different terms that basically mean the same thing: boarding house, rooming house, and tourist house. In addition, some districts in the Ordinance also allow for "the keeping of not more than four (4) roomers or boarders by a resident family". The subtle differences between these terms are whether or not they are owner occupied and the number of occupants permitted. The current definition of a boarding house does not require the dwelling to be owner occupied nor does it limit the number of occupants, while the keeping of roomers and boarders use is explicit that the dwelling be owner occupied and it is limited to 4 roomers or boarders.

Staff is proposing to clarify this issue by combining all of these uses into one term, "boarding house", and modifying the definition to include a limit on the number of boarders, a defined duration of stay, and a statement that the dwelling be owner occupied. There are several reasons for this change. First, the current terminology is confusing and conflicting. By combining all of these terms it simplifies the intent of the use and gives all citizens an expectation of intensity. Second, there are currently no definitions for roomer or tourist homes in the ordinance. Tourist home in and of itself is a dated term that no longer applies to most jurisdictions so these changes are modernizing our Ordinance. Lastly, while some people are seeking ways to gain more income, these changes provide that opportunity while still protecting the intent of a residential neighborhood to be residential not commercial.

The next set of changes relating to boarding facilities is the Bed and Breakfast use. Currently, the Zoning Ordinance includes in the definition of a Bed and Breakfast that they can be considered an accessory use in the AR, EC, P, and RV zoning districts. However, in the Table of Land Use Regulations for the Rural Area, Bed and Breakfast is listed as a Special Exception use in the AR, EC, P and RV districts. To rectify this conflict, the definition of Bed and Breakfast is being changed to eliminate the language stating that it is an accessory use in specified districts. The Table of Land Use Regulations is therefore being changed to allow the use as an accessory use rather than a special exception use. Also being changed to the definition of a B&B is adding a definitive number of rooms that are permitted. Similar to the boarding homes, adding a defined number of rooms provides an expectation of intensity by neighbors. The five room limit was chosen to coincide with the Building code regulations for sprinkler systems. Any structure with more than 5 guest rooms is considered a commercial use and therefore requires a sprinkler system be installed. This provides a consistent breaking point between local Ordinances that define residential from commercial uses.

The final set of changes relating to boarding facilities is the addition of a new use called "Country Inns". The purpose of this addition is two-fold. First, Staff felt that there is a potential demand for larger homes in the Rural Areas of the County to accommodate more than the 5 room limitation of a bed and breakfast. Also, the requirement of boarding facilities being owner occupied could be difficult for those who want to run a small business but not live there. Lastly, as stated previously, the building code limits the number of guest rooms to 5 before sprinkler systems must be installed. For those individuals who wanted to accommodate slightly more rooms they would not be able to justify the additional cost of a sprinkler system.

There has always been the stated desire to promote more tourism related businesses in the County; however, there is also a balance that needs to be struck between promoting the rural nature of the County with small commercial businesses and overrunning the rural area with

consideration, Staff concluded that 10 rooms seemed to be a good fit for the rural areas of the County. This would allow double the capacity of a typical B&B but still remain small enough to fit into the character of the rural areas of the County. Therefore, the new definition for a Country Inn provides for the installation of up to 10 rooms and does not require that the residence be owner occupied.

- B) The other set of amendments included in this case are related to the location of banquet and reception facilities. Currently the Zoning Ordinance allows for these types of venues to occur as a special exception use in the rural areas as well as principal permitted uses in the commercial districts.

It has been brought to our attention that there may be other areas within the County, specifically within the growth areas, that may also be suitable for these types of uses. As "unconventional" reception facilities are gaining in popularity, the County has sought to allow property owners to capitalize on these opportunities by recently including language into the Zoning Ordinance to define these uses and provide locations where these types of facilities should be located.

Recently there have been inquiries into allowing reception facilities to be located in residential zoning districts inside established growth area boundaries. At first glance it seems illogical and contrary to all our local land use policies to allow fairly intense commercial uses such as reception facilities in residential areas.

After further review, however, there are unique areas within the Urban Growth Area that may provide opportunities for reception facilities without disturbing the residential nature of an area. Many of these locations are distinguished as being part of an old farm that has since developed over time. These areas typically have larger lot sizes and still contain the original farmhouse and some of the accompanying out buildings such as barns, spring houses, milking parlors, etc. These unique areas provide historic context to the urbanization of the County and how agriculture is still a strong economic driver in the County.

Therefore, Staff has concluded that some of these areas may be appropriate for reception type uses even though the property may be zoned residentially. There are a few characteristics that provide a similar pattern of where these types of uses may be permitted. First, the property should be at least 5 acres in size. This provides buffer areas for neighboring residential uses and helps limit use conflicts. Also, Staff is proposing larger setbacks and lot widths for properties wishing to establish this type of use. Again, the purpose is to provide distance between incompatible uses. Lastly, Staff is recommending that reception facilities only be permitted by special exception use. This ensures that new reception facilities go through a public hearing process whereby neighbors may express their concerns and opinions about the new use. It also provides the opportunity for additional restrictions on the property relating to hours of operation, landscaping, screening, etc. to minimize potential conflicts.

Staff Recommendation: Based upon feedback and comments from other government agencies, developers, property owners, and the general public, Staff recommends approval of these amendments in order to provide consistent implementation of our land use policies and regulations.

Respectfully submitted,



Jill L. Baker
Chief Planner

RZ-17-007
PROPOSED TEXT AMENDMENTS FOR PUBLIC HEARING
ACCOMMODATION FACILITIES AND EVENT FACILITIES

(1) ARTICLE 3 - DISTRICTS ESTABLISHED; ZONING MAPS, DISTRICT BOUNDARIES; LAND USE REGULATIONS (RURAL AREA USES). Section 3.3. Table of Land Use Regulations is amended as follows:

Land Uses	A(R)	EC	P	RV	RB	IM
B. Accommodations and Food Services						
Banquet/Reception Facilities	SE	SE	SE	SE	P	N
Bed and Breakfast; up to five (5) guest rooms	SEA	SEA	SEA	PSE	P	N
Boarding or rooming houses	NSE	NSE	NSE	P	P	N
Conference Centers	SE	SE	SE	SE	P	N
Country Inn	SE	SE	SE	SE	P	N
Hotels and apartment hotels, including motels	N	N	N	N	P	N
Restaurants with drive-in, drive thru service	N	N	N	N	P	N
Restaurants without drive-in, drive-thru service	N	N	N	N	P	N
Resorts	N	N	N	N	P	N
Taverns	N	N	N	N	P	N

(2) ARTICLE 5A – “A(R)” AGRICULTURAL (RURAL) DISTRICT is amended as follows:

Section 5A.6 is amended as follows:

Section 5A.6 Non-Residential Lot Size and Bulk Dimensions (not covered in Rural Business)

This section covers uses listed in the Table of Land Uses [Table No. 3.3(1)] that are principally permitted and that are not governed by the Rural Business floating zone.

	Lot Area	Lot Width	Front Yard	Side Yard	Rear Yard
Banquet/Reception Facilities	5 acres	300 ft.	50 ft.	100 ft.	50 ft.
Schools, Elementary	15 Acres	400 ft.	150 ft.	100 ft.	50 ft.
Schools, Middle	30 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Schools, High	60 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Churches	2 Acres	200 ft.	100 ft.	50 ft.	50 ft.
Other Principal Permitted or Conditional Uses	3 Acres	300 ft.	50 ft.	50 ft.	50 ft.

(3) ARTICLE 5B – “EC” ENVIRONMENTAL CONSERVATION DISTRICT is amended as follows:

Section 5B.6 is amended as follows:

Section 5B6 Non-Residential Lot Size and Bulk Dimensions (not covered in Rural Business)

This section covers uses listed in the Table of Land Uses [Table No. 3.3(1)] that are principally permitted and that are not governed by the Rural Business floating zone.

	Lot Area	Lot Width	Front Yard	Side Yard	Rear Yard
Banquet/Reception Facilities	5 acres	300 ft.	50 ft.	100 ft.	50 ft.
Schools, Elementary	15 Acres	400 ft.	150 ft.	100 ft.	50 ft.
Schools, Middle	30 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Schools, High	60 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Churches	2 Acres	200 ft.	100 ft.	50 ft.	50 ft.
Other Principal Permitted or Conditional Uses	3 Acres	300 ft.	50 ft.	50 ft.	50 ft.

(4) ARTICLE 5C – “P” PRESERVATION DISTRICT is amended as follows:

Section 5C.6 is amended as follows:

Section 5C6 Non-Residential Lot Size and Bulk Dimensions (not covered in Rural Business)

This section covers uses listed in the Table of Land Uses [Table No. 3.3(1)] that are principally permitted and that are not governed by the Rural Business floating zone.

	Lot Area	Lot Width	Front Yard	Side Yard	Rear Yard
Banquet/Reception Facilities	5 acres	300 ft.	50 ft.	100 ft.	50 ft.
Schools, Elementary	15 Acres	400 ft.	150 ft.	100 ft.	50 ft.
Schools, Middle	30 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Schools, High	60 Acres	500 ft.	150 ft.	100 ft.	50 ft.
Churches	2 Acres	200 ft.	100 ft.	50 ft.	50 ft.
Other Principal Permitted or Conditional Uses	3 Acres	300 ft.	50 ft.	50 ft.	50 ft.

(5) ARTICLE 7A – “RT” RESIDENTIAL, TRANSITION DISTRICT, is amended as follows:

Section 7A.2 is amended to add the following uses:

Section 7A.2 Special Exception Uses (Requiring Board Authorization After Public Hearing)

- (e) **Bed and Breakfast; up to five (5) guest rooms**
- (f) **Boarding or Rooming Houses**
- (g) **Banquet/Reception Facilities**

Section 7A.3 is amended by deleting Section (e) and renumbering the subsequent sections as follows:

Section 7A.3 Accessory Uses

- (a) Accessory buildings and uses customarily incidental to any principal permitted use or authorized special exception use.
- (b) Incidental home or farm occupations.
- (c) Guest house in an accessory building.
- (d) Swimming pools, tennis, and other similar courts when accessory to a residence.
- ~~(e) The keeping of not more than four (4) roomers or boarders by a resident family.~~
- (fe) Private stables as defined in Article 28A shall be subject to the requirements set forth in Article 4, Section 4.13.

Section 7A.5(a) is amended as follows:

Section 7A.5(a) Lot Area, Lot Width, and Yard Setback Requirements

(a) The following minimum requirements shall be observed where public water and sewer facilities will be used, subject to the modified requirements in Article 23:

	Lot Area	Lot Width	Lot Area Per Family	Front Yard Depth	Side Yard (Width Each Side Yard)	Rear Yard Depth
Dwelling Single-Family*	15,000 sq. ft.	85 ft.	15,000 sq. ft.	30 ft.	10 ft.	40 ft.
Dwelling, Two-Family*	20,000 sq. ft.	100 ft.	10,000 sq. ft.	40 ft.	12 ft.	50 ft.
Dwelling, Semi-Detached*	7,500 sq. ft.	45 ft.	7,500 sq. ft.	30 ft.	10 ft. (exterior side only)	40 ft.
Places of Worship	2 acres	200 ft.		100 ft.	50 ft.	50 ft.
Schools, Elementary	12 acres	400 ft.		150 ft.	100 ft.	50 ft.
Schools, Middle	25 acres	500 ft.		150 ft.	100 ft.	50 ft.
Schools, High	35 acres	500 ft.		150 ft.	100 ft.	50 ft.
Colleges	15 acres	500 ft.		150 ft.	100 ft.	50 ft.
Convalescent or Nursing Homes, Medical or Dental Clinics	1 acre	150 ft.		40 ft.	30 ft.	50 ft.
Banquet/Reception Facilities	5 acres	300 ft.		50 ft.	100 ft.	50 ft.
Other Principal Permitted or Conditional Uses	20,000 sq. ft.	100 ft.		40 ft.	25 ft.	50 ft.

*A corner lot shall maintain the specified front yard setback along both street frontages. Setbacks from the remaining property lines shall be measured as if they were side yard setbacks.

(6) ARTICLE 8 – “RS” RESIDENTIAL, SUBURBAN DISTRICT is amended and shall read as follows:

Section 8.2 is amended as follows:

Section 8.2 Special Exception Uses (Requiring Board Authorization After Public Hearing)

- (a) Boarding or rooming houses ~~or tourist homes~~.
- (b) Clubs, fraternities, lodges, or similar organizations, not conducted as a gainful business, provided any buildings or structures are located subject to the distance requirements specified in Section 4.9.
- (c) Professional offices, beauty parlors, or barbershops (in residence).
- (d) Nursing/convalescent homes, assisted living or comprehensive care facilities.
- (e) Medical or dental clinics, doctors' offices, and hospitals.
- (f) Golf courses, country clubs, private clubs, and similar recreational uses.
- (g) Nursery schools or child care centers.
- (h) Public utility buildings, structures, or uses not considered essential utility equipment, as defined in Article 28A.
- (i) Bed and breakfast as defined in Article 28A.
- (j) **Banquet/Reception Facilities.**

Section 8.3 is amended by deleting Section (b) and renumbering the subsequent sections as follows:

Section 8.3 Accessory Uses

- (a) Accessory buildings or uses customarily incidental to any principal permitted use or authorized conditional use.
- ~~(b) — Keeping of roomers or tourists by a resident family.~~
- (eb) Swimming pools, tennis and other similar courts when accessory to a residence.

Section 8.5(a) is amended as follows:

Section 8.5(a) Lot Area, Lot Width, and Yard Setback Requirements

(a) The following minimum requirements shall be observed where public water and sewer facilities will be used, subject to the modified requirements in Article 23:

Use	Lot Area	Lot Width	Lot Area Per Family	Front Yard Depth	Side Yard (Width Each Side Yard)	Rear Yard Depth
Dwelling Single-Family*	10,000 sq. ft.	70 ft.	10,000 sq. ft.	20 ft.	8 ft.	40 ft.
Dwelling, Two-Family*	12,500 sq. ft.	75 ft.	6,250 sq. ft.	20 ft.	12 ft.	40 ft.
Dwelling, Semi-Detached*	6,250 sq. ft.	37 1/2 ft.	6,250 sq. ft.	20 ft.	12 ft. (exterior side only)	40 ft.
Clubs, Fraternities	20,000 sq. ft.	100 ft.		35 ft.	20 ft.	40 ft.
Other Principal Permitted or Conditional Uses	20,000 sq. ft.	100 ft.		40 ft.	25 ft.	50 ft.
Boarding or Tourist Homes	20,000 sq. ft.	100 ft.		35 ft.	20 ft.	40 ft.
Banquet/Reception Facilities	5 acres	300 ft.		50 ft.	100 ft.	50 ft.

*A corner lot shall maintain the specified front yard setback along both street frontages. Setbacks from the remaining property lines shall be measured as if they were side yard setbacks.

(7) ARTICLE 9 – “RU” RESIDENTIAL, URBAN DISTRICT is amended as follows:

Section 9.2 is amended as follows:

Section 9.2 Special Exception Uses (Requiring Board Authorization After Public Hearing)

- (a) Nursing/convalescent homes, assisted living, or comprehensive care facilities.
- (b) Boarding or rooming houses ~~or tourist homes~~.
- (c) Clubs, fraternities, lodges, or similar organizations, not conducted as a gainful business, provided any buildings or structures are located subject to the distance requirements specified in Section 4.9.
- (d) Professional offices, beauty parlors, or barbershops (in residence).
- (e) Medical or dental clinics and hospitals.
- (f) Golf courses, country clubs, private clubs, and similar recreational uses.
- (g) Nursery schools or child care centers.

- (h) Public utility buildings, structures, or uses not considered Essential Utility Equipment, as defined in Article 28A.
- (i) **Bed and Breakfast; up to five (5) guest rooms**
- (j) **Banquet/Reception Facilities**

Section 9.5 is amended as follows:

Section 9.5 Lot Area, Lot Width and Yard Setback Requirements

(a) The following minimum requirements shall be observed where public water and sewer facilities will be used, subject to the modified requirements in Article 23.

	Lot Area	Lot Width	Lot Area Per Family	Front Yard Depth	Side Yard (Width Each Side Yard)	Rear Yard Depth
Dwelling, Single-Family*	6,500 sq. ft.	60 ft.	6,500 sq. ft.	20 ft.	8 ft.	25 ft.
Dwelling, Two-Family*	10,000 sq. ft.	70 ft.	5,000 sq. ft.	25 ft.	10 ft.	40 ft.
Dwelling, Semi-Detached*	5,000 sq. ft.	35 ft.	5,000 sq. ft.	25 ft.	10 ft. (exterior side only)	40 ft.
Clubs, Fraternities, etc.	1 acre	150 ft.		25 ft.	25 ft.	40 ft.
Nursing/Convalescent Homes	1 acre	150 ft.		25 ft.	25 ft.	40 ft.
Other Permitted or Special Exception Uses	20,000 sq. ft.	100 ft.		25 ft.	20 ft.	40 ft.
Banquet/Reception Facilities	5 acres	300 ft.		50 ft.	100 ft.	50 ft.

*A corner lot shall maintain the specified front yard setback along both street frontages. Setbacks from the remaining property lines shall be measured as if they were side yard setbacks.

(8) ARTICLE 10 – “RM” RESIDENTIAL MULTI-FAMILY DISTRICT is amended as follows:

Section 10.2 is amended as follows:

Section 10.2 Special Exception Uses (Requiring Board Authorization After Public Hearing)

- (a) Boarding or rooming houses ~~or tourist homes~~
- (b) Clubs, fraternities, lodges, or similar organizations, not conducted as a gainful business, provided any buildings or structures are located subject to the distance requirements specified in Section 4.9.
- (c) Antique shops.

- (d) Professional offices, beauty parlors or barbershops (in residence).
- (e) Nursing/convalescent homes, assisted living, or comprehensive care facilities.
- (f) Hospitals, medical or dental clinics.
- (g) Funeral establishments.
- (h) Golf courses, country clubs, private clubs, and similar recreational uses.
- (i) Nursery schools or child care centers.
- (j) Public utility buildings and structures or uses not considered essential utility equipment, as defined in Article 28A.
- (k) Banquet/Reception Facilities

Section 10.5 is amended as follows:

Section 10.5 Lot Area, Lot Width, and Density Requirements

The following are the minimum lot area, width, yard and maximum density requirements for the specified dwelling type. Multi-family dwellings and town houses shall also be subject to the provisions of Section 22.6 and 22.71, and the modified requirements in Article 23.

Use	Lot Area	Lot Width	Lot Area Per Family	Front Yard Depth	Side Yard (Width Each Side Yard)	Rear Yard Depth	Maximum Density
Multi-Family Dwellings, Apartment, Condominiums	20,500 sq. ft.	100 ft.	2,000 sq. ft.	25 ft.	10 ft.	20 ft.*	12 Dwelling Units Per Acre
<u>Town Houses</u>							
Per Unit	1,600 sq. ft.	16 ft.	1,600 sq. ft./unit	25 ft.	N/A Except End Units 10 ft. or 25 ft. on corner lot*	20 ft.*	12 Dwelling Units Per Acre
Per Development	5 acres	100 ft.	3,500 sq. ft. net per unit				
Single-Family	7,500 sq. ft.	60 ft.	7,500 sq. ft.	20 ft.	8 ft.	35 ft.	N/A
Two-Family	10,000 sq. ft.	70 ft.	5,000 sq. ft.	20 ft.	8 ft.	35 ft.	N/A
Semi-Detached	5,000 sq. ft.	35 ft.	5,000 sq. ft.	20 ft.	10 ft.(Ext. only)	40 ft.	N/A

Existing Buildings Converted to Residential Use	20,500 sq. ft.	100 ft.	2,000 sq. ft.	25 ft.	10 ft.*	20 ft.*	12 Dwelling Units Per Acre
Places of worship, Schools and Colleges	20,000 sq. ft.	100 ft.		25 ft.	20 ft.	40 ft.	N/A
Cultural, Civic, Educational, Social or Community Service Buildings	20,000 sq. ft.	100 ft.		25 ft.	20 ft.	40 ft.	N/A
Nursing/Convalescent Homes, Assisted Living or Comprehensive Care Facilities	1 acre	150 ft.		25 ft.	25 ft.	40 ft.	N/A
Clubs, Fraternities, Lodges and Similar Uses	1 acre	150 ft.		25 ft.	25 ft.	40 ft.	N/A
Banquet/Reception Facilities	5 acres	300 ft.		50 ft.	100 ft.	50 ft.	N/A
All Other Non-Residential Principal Permitted or Special Exception Uses	20,000 sq. ft.	100 ft.		25 ft.	20 ft.	40 ft.	N/A

SECTION 28A, DEFINITIONS, is amended as follows:

[Amended]

Banquet/Reception Facilities:

Commercial establishment engaged in the provision of meeting or congregation facilities for special events such as weddings, parties, public meetings, and social gatherings. Such facilities may ~~or may not~~ include ~~on-site~~ catering services. Restaurants are not included as part of this definition. ~~Such uses may be accessory when associated with hotels, motels, or resorts.~~

[Amended]

Bed and Breakfast:

An owner-occupied residential structure providing rooms for temporary, overnight lodging, with or without meals, for paying guests. ~~Such uses shall be limited to no more than five (5) guest rooms. A bed and breakfast may be an accessory use when located within the principle structure in the A(R), EC, P, and RV-districts.~~

**[Amended]
Boarding House:**

A ~~private~~ dwelling unit ~~or part thereof~~ in which, for compensation, lodging and possibly meals are provided to no more than four (4) roomers/boarders by a resident family. Rooms are offered on a single-room occupancy basis and sanitary facilities may be shared. A common cooking area may be provided. Lodging is provided on no less than a month-to-month basis.

**[Added]
Country Inn:**

A structure located outside of a designated growth area in which overnight or otherwise temporary lodging and meals are provided, in exchange for compensation, to transient guests in not more than ten (10) guest rooms, and may include: banquet/reception facilities, catering for on-site events, and meeting rooms. Restaurants are not included as part of this definition.

Adopted and effective this _____ day of _____, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Vicki C. Lumm, Clerk

Terry L. Baker, President

Approved as to legal
sufficiency:

Kirk C. Downey
Deputy County Attorney

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



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

October 19, 2017

RZ-17-007

**APPLICATION FOR TEXT AMENDMENT
PLANNING COMMISSION RECOMMENDATION**
Articles: 3, 5A, 5B, 5C, 7A, 8, 9, 10, 28A

RECOMMENDATION

On October 2, 2017, the Planning Commission held a public rezoning information meeting to consider text amendments to Articles 3, 5A, 5B, 5C, 7A, 8, 9, 10, and 28A of the Washington County Zoning Ordinance to correct, clarify and add new language related to boarding facilities, tourist homes, boarding and rooming homes, bed and breakfasts, country inns, and banquet/event facilities. Following a staff summary of the purpose and effects of the proposed amendments, one person spoke in favor of the proposed changes during the public information meeting and submitted written comments. The Washington County Planning Commission took action at its regular meeting held on Monday, October 2, 2017 to recommend approval of Text Amendment RZ-17-007 to the Board of County Commissioners.

Copies of the application, the Staff Report and Analysis, public comments received by the Department of Planning & Zoning, unapproved minutes of the September 25, 2017 public information meeting, and unapproved minutes of the October 2, 2017 regular meeting are attached.

Respectfully submitted,

Stephen T. Goodrich, Director
Washington County Department of
Planning & Zoning

JLB/STG/dse

Attachments

cc: Kirk Downey
file



Agenda Report Form

Open Session Item

SUBJECT: PUBLIC HEARING – Application for Map Amendment – RZ-17-009

PRESENTATION DATE: November 28, 2017; 10:45 a.m.

PRESENTATION BY: Stephen T. Goodrich, Director, Washington County Dept. of Planning and Zoning

Case	Application	Applicant/Property Owner	Proposed Amendment
RZ-17-009	Map	<p>Applicant: A & W Plus, Inc. (Contract Purchaser)</p> <p>Property Owner: Board of County Commissioners of Washington County, Maryland</p>	<p>Washington County Zoning Ordinance – Application for Map Amendment:</p> <ul style="list-style-type: none"> ▪ Property location: 12408 Learning Lane (south side of US Route 40 and the west side of Learning Lane) (11.74 acres) ▪ Existing Zoning: RV – Rural Village ▪ Requested Zoning: RB – Rural Business floating zone

Attachments:

Ordinance Amendment Application

Staff Report and Analysis dated September 3, 2017

Site Map

Planning Commission Report and Recommendation dated October 18, 2017

(All attachments are available with the online version of the Agenda Report Form at <https://www.washco-md.net/index.php/county-commissioners/bocc-meeting-archive-2017/>.)



Washington County

MARYLAND

FOR PLANNING COMMISSION USE ONLY
Rezoning No. BZ-17-009
Date Filed: 7-7-17

WASHINGTON COUNTY PLANNING COMMISSION
ZONING ORDINANCE MAP AMENDMENT APPLICATION

A & W Plus, Inc
Applicant

- Property Owner
- Contract Purchaser
- Attorney
- Consultant
- Other: _____

4535 ASHLBY CT. SUICATI
Address CITY MD 21043

JAYED AIZAZ
Primary Contact

443-306-5153
Phone Number

- SAME AS ABOVE -
Address

JAVEDAIZAZ@GMAIL.COM
E-mail Address

Property Location: 12408 LEARNING LN HAGERSTOWN MD

Tax Map: 36 Grid: 13 Parcel No.: 269 Acreage: 11.745 ²¹⁷⁴⁰

Current Zoning: RV Requested Zoning: RB

- 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.

Applicant's Signature

Subscribed and sworn before me this 7th day of July, 2017

My commission expires on 01/15/2019

Notary Public

- FOR PLANNING COMMISSION USE ONLY
- Application Form
 - Fee Worksheet
 - Application Fee
 - Ownership Verification
 - Boundary Plat (Including Metes & Bounds)
 - Names and Addresses of all Adjoining & Confronting Property Owners
 - Vicinity Map
 - Justification Statement
 - 30 copies of complete Application Package

EXHIBIT A

Javed Aizaz


6120 Baltimore National Pike Suite 200C
Catonsville, MD 21228
443-306-5153
javedaizaz@gmail.com

7-13-17

To Whom It May Concern,

We are in the process of buying the property located at 12408 Learning Lane owned by Washington County. Our plan is to rehab the existing building into an assisted living facility and to develop the land as an adult day care center and other medical related facilities including but not limited to the following: Geriatric Clinic, Nursing home, Physical therapy and rehabilitation center, endocrinology, neurology, and ophthalmology and lab related facility. If any further questions please feel free to contact me. We look forward to working with the great people of Washington County.

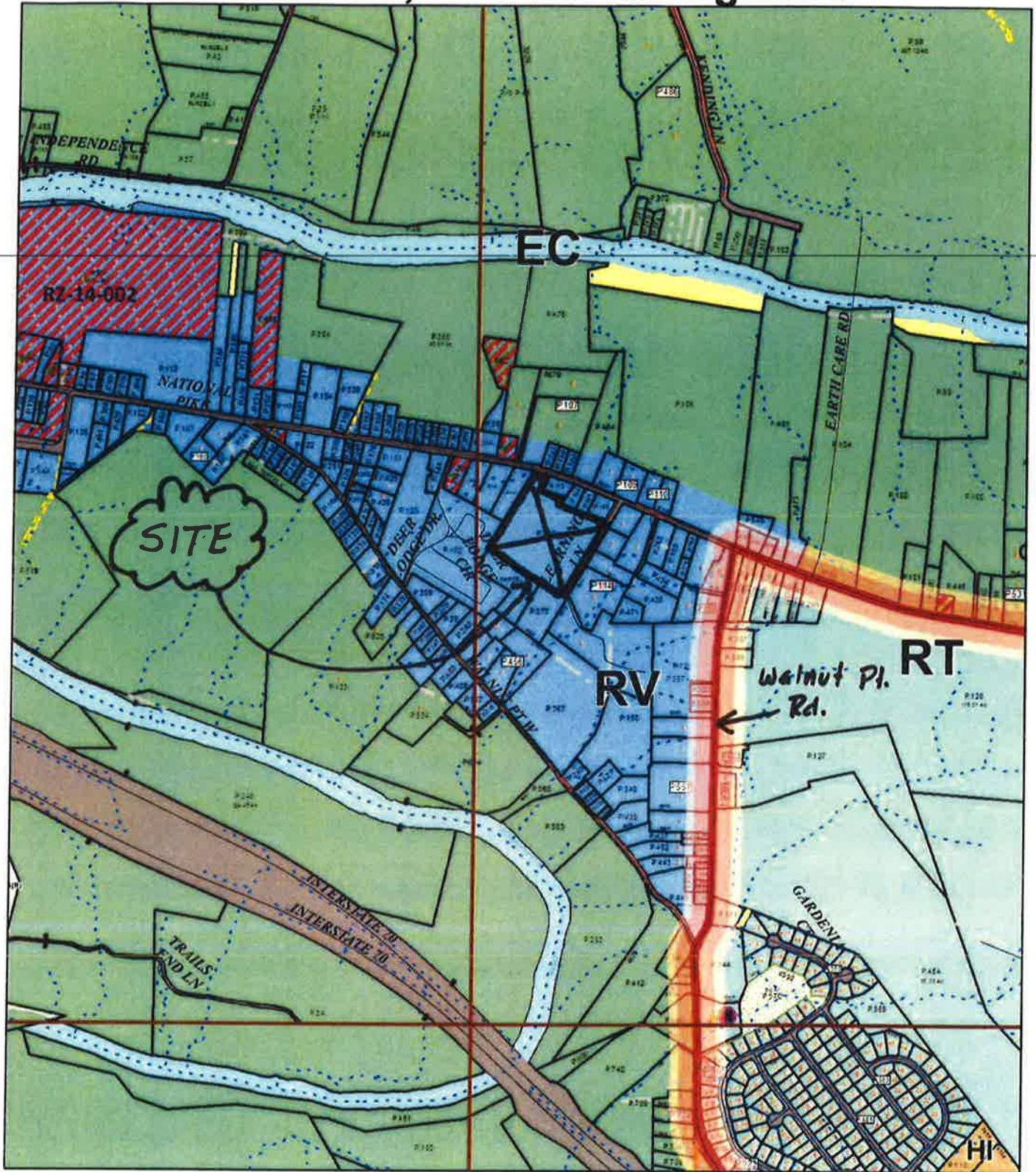
Warm regards,
Javed Aizaz

DocuSigned by:

7E336AE4A8A94A8



7/13/2017

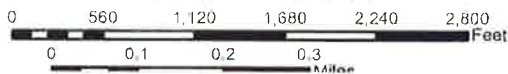
RZ-17-009, 12408 Learning Lane

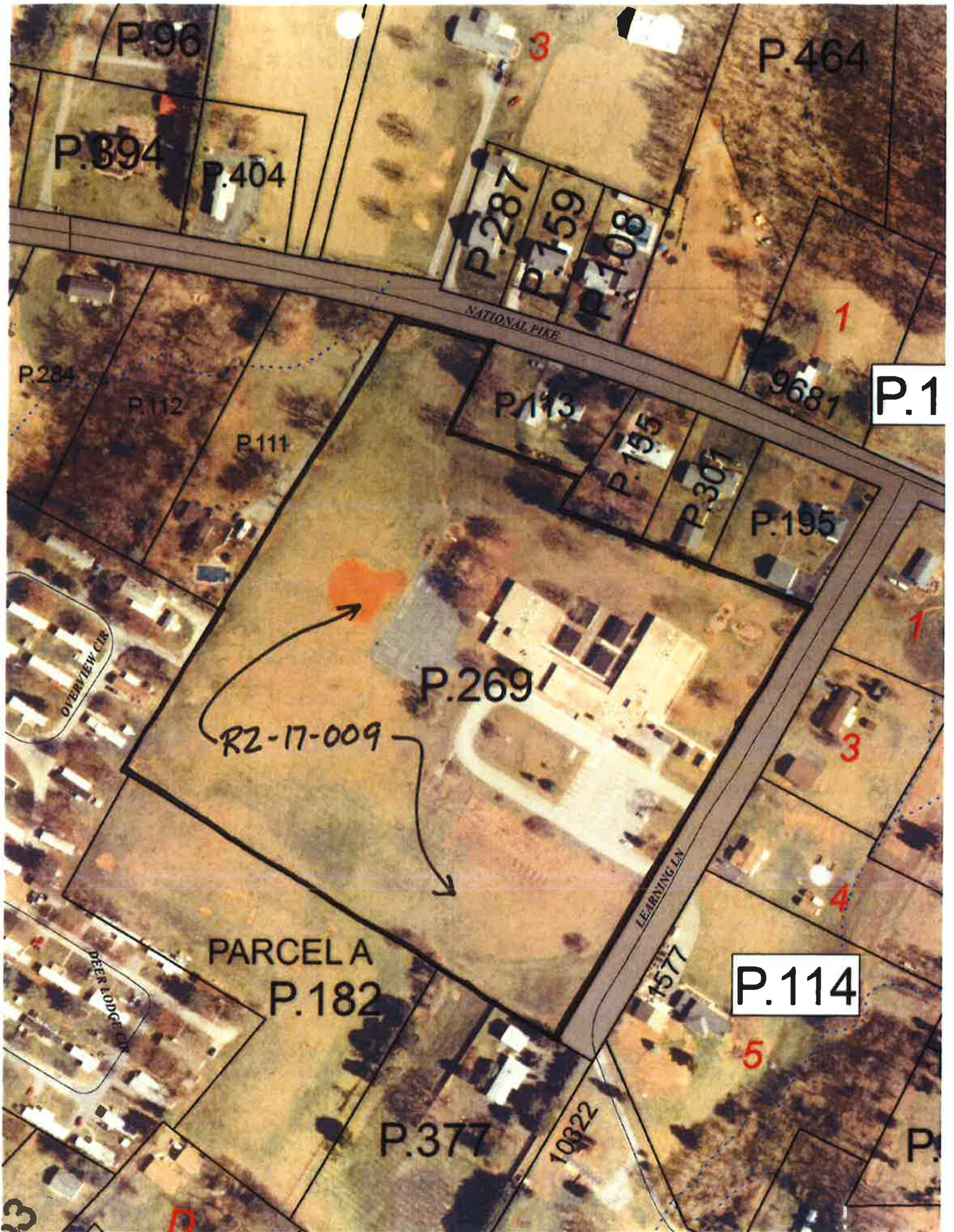


WARNING: This map is for internal use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained herein are from various public agencies which may have use restrictions and disclaimers.

The parcel lines shown on this map are extracted from a variety of sources which include your agency records. 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 Taxation in the form of maps including errors of omission, commission, partiality, accuracy or any attributes associated with real property. They shall not be copied, reproduced or relied on 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.

- Legend**
- Zoning Floating/Overlay Zones**
- Rural Business A(R)
 - EC
 - HI
 - RT
 - RV
 - Growth Area Boundaries
 - Account Unknown
 - Tax Parcel
 - Road
 - SWM
 - Water





P.96

P.464

P.394

P.404

P.287

P.159

P.108

NATIONAL PIKE

P.284

P.112

P.111

P.113

P.195

P.307

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P.1

9681

OVERVIEW CIR

P.269

R2-17-009

DEER LODGE

PARCELA
P.182

LEARNING LN

P.114

P.377


10822

1577

5

P.

AGREEMENT OF SALE OF REAL PROPERTY

THIS AGREEMENT OF SALE (hereinafter referred to as *Agreement*) is made this 14th day of JULY, 2017, by and between the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a subdivision of the State of Maryland, (Seller) and Javed Aizaz (Buyer), AND/OR ASSIGNEE 

1. Property. The Seller hereby agrees to sell and the Buyer agrees to purchase, at the price and upon the terms and conditions hereinafter set forth, all that tract of land commonly known as 12408 Learning Lane, Hagerstown, Washington County, Maryland, and more fully described in Exhibit A attached hereto (*Property*). The Property, together with all appliances and fixtures therein as of the date of this Agreement, shall convey to Buyer upon settlement in accordance with this Agreement.

2. Purchase Price. The purchase price for the Property is Five Hundred Thousand Dollars (\$500,000.00). The full purchase price, less any Deposit Amount paid, shall be paid to Seller in cash or by certified check or wired funds at Closing.

3. Deposit Amount. Buyer shall pay a deposit of Ten Thousand Dollars (\$10,000.00), which amount shall be held in escrow by Seller's real estate agent or settlement attorney pending settlement (*Deposit Amount*). The Deposit Amount shall be refundable if Buyer terminates this Agreement in accordance with any provision of this Agreement.

4. Termination of the Agreement. This Agreement shall terminate upon the occurrence of any of the following:

(a) The election of the Seller to terminate the Agreement pursuant to Sections 8 and 10 herein;

(b) The election of the Buyer to terminate the Agreement pursuant to Sections 9, 11, and 12 herein;

(c) The denial of any request to reclassify the zoning classification of the Property to a Rural Business zone following the execution of this Agreement and prior to Closing;

(d) The failure of the Board of Public Works to approve the conveyance of the Property from Seller to Buyer; or

(e) The acceptance by the Seller of any offer from a third party to purchase the Property on more desirable terms than are set forth herein, desirability to be the sole, exclusive, and subjective determination of the Seller.

Upon termination pursuant to this Section, the Deposit Amount shall be returned to Buyer. All other obligations of the parties hereunder shall cease and be released, except

those obligations that specifically survive Closing or the termination of this Agreement.

5. Closing.

(a) Closing shall occur at Buyer's settlement attorney's office within forty-five (45) days of the satisfaction of the last of the contingencies set forth in §§ 4(c) or 4(d). At Closing, the Seller shall deliver to the Buyer the following documents upon payment by Buyer to Seller of the balance of the purchase price:

(1) A deed to the Property, containing covenants of special warranty and further assurances, which shall convey to Buyer a good and merchantable fee simple title to the Property, free of any liens or other monetary encumbrances; and

(2) Any other documentation reasonably required to consummate the Buyer's purchase of the Property.

(b) Buyer is solely responsible for all closing costs, including any commissions due any real estate agent or broker involved with the transaction.

(c) Possession of the Property shall be given to Buyer at the time of Closing.

6. Miscellaneous Adjustments and Prorations. The following adjustments and prorations shall be adjusted between the parties on the day of Closing. The provisions of this Section shall survive the Closing and the delivery of the deed and any bill of sale.

(a) All utilities shall be adjusted and apportioned as of the day of Closing.

(b) All taxes, general or special, and all other public or governmental charges or assessments against the premises, which are or may be payable on an annual basis (including other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), shall be adjusted and apportioned as of the day of Closing, whether assessments have been levied or not as of that date.

(c) If any portion of the transaction is taxable, any documentary stamps and state and county transfer taxes, including agricultural transfer taxes, if applicable, relating to the conveyance of the Property to the Buyer, shall be paid by the Buyer.

(d) The Buyer shall be responsible for any applicable recordation taxes and settlement costs, including preparation of the Deed.

7. Real Estate Commission. Each party warrants to the other that, except for Jody Bishop, RE/MAX Achievers, who is the listing broker engaged by Seller, it has not used the services of a real estate broker or agent in connection with this transaction. Each party agrees to defend, indemnify, and hold the other party harmless for any claim for real estate commissions arising by reason of the indemnifying party's breach of this warranty. The provisions of this paragraph shall survive Closing and the delivery of the deed to the Property or the termination of this Agreement.

8. Title Report.

(a) Within thirty (30) days from the date of this Agreement, Buyer shall obtain, at its expense, a title report covering the Property from a licensed title insurance company selected by Buyer. Buyer shall give written notice to Seller within the thirty (30) day period listing any title exception that is not acceptable to Buyer (the "Title Defect"). If Buyer shall fail to provide such notice to Seller within the thirty (30) day period, Buyer shall be considered to have waived its right to object to the Title Defect. Seller shall have fifteen (15) days from the receipt of Buyer's notice within which to determine whether to cure or remove the Title Defect or to terminate this Agreement. If Seller elects to cure or remove the Title Defect, Seller shall do so by giving Buyer written notice of the election within the fifteen (15) day period, otherwise Seller shall be deemed to have elected to terminate this Agreement.

(b) If Seller elects to terminate this Agreement, the Deposit Amount shall be returned to Buyer, whereupon this Agreement shall become null and void and of no further force and effect at law or in equity. If Seller elects not to terminate this Agreement, Seller shall be required to convey the Property to Buyer at Closing, subject to any matter affecting title to the Property in existence as of the date of the title report, regardless of whether shown or revealed by the title search and report, to which no objection is taken by Buyer in the manner and time set forth above.

9. Damage to or Taking of Property Prior to Closing. The risk of any loss or damage to the Property or the taking of the Property or any part thereof by eminent domain prior to Closing shall be borne by Seller.

(a) In the event of any damage to or loss of the Property or any portion thereof by accident, tort, criminal act, other casualty from the date of this Agreement to the moment of settlement of the purchase, Buyer shall have the right to terminate this Agreement within fifteen (15) days' notice of same at its sole and absolute discretion. In such event, the Deposit Amount shall be returned to Buyer.

(b) In the event that there is a threatened taking of any portion of the Property by eminent domain from the date of this Agreement to the moment of settlement of the purchase, Buyer shall have the right to terminate this Agreement within fifteen (15) days' notice of same at its sole and absolute discretion. In such event, the Deposit Amount shall be returned to Buyer.

(c) If this Agreement is not terminated by the Buyer pursuant to the provisions of Paragraphs (a) or (b) above, then this Agreement shall remain in full force and effect, and at Closing the Seller shall assign all its right, title, and interest in and to any insurance proceeds and condemnation awards to the Buyer, less any amounts required to reimburse Seller for expenses of repair or restoration.

10. Buyer's Default. If Buyer defaults in Buyer's obligation to purchase the Property, Seller shall have the right, at Seller's election, to retain the Deposit Amount paid hereunder as liquidated damages and not as a penalty, and upon such election the parties shall be released from all further liability hereunder at law and in equity, except with respect to the provisions of this Agreement which survive its termination.

11. Seller's Default. If Seller defaults in performing any of Seller's obligations under this Agreement for any reason other than Buyer's default or a permitted termination hereof, then Buyer may, at its option, (a) terminate this Agreement and receive the Deposit Amount or (b) compel specific performance of this Agreement by Seller.

12. Feasibility Period - No Warranties.

(a) General. For a ninety (90) day period after the date of this Agreement (the "Feasibility Period"), Buyer and its agents shall have the right to enter upon the Property at their sole risk for the purpose of inspecting the same and conducting surveys and other tests of surface and subsurface conditions, investigations, and feasibility studies. Within a reasonable time after such entries, Buyer shall restore the Property to its prior condition. Buyer shall defend, indemnify, and hold Seller harmless from and against any damage, liability, loss, deficiency, or expense (including attorneys' fees, court costs, and other expenses) resulting from, and will pay Seller upon demand the full amount of any sum Seller may be or become obligated to pay on account of, all obligations, liabilities, claims, accounts, demands, liens, or encumbrances, which result from acts, conduct, omissions, contracts, agreements, or commitments of Buyer or its agents, in any way related to or arising from the exercise by Buyer of the rights herein granted to enter the Property and conduct tests thereon.

(b) Election to Proceed or Terminate. If during the Feasibility Period Buyer shall

determine, at its discretion, that the acquisition and development of the Property is not feasible, Buyer shall have the right, by written notice to Seller (the "Termination Notice"), to terminate this Agreement prior to the expiration of the Feasibility Period. Upon receipt of the Termination Notice, this Agreement shall terminate and thereupon the parties hereto shall be released from all further liability hereunder, at law and in equity, except as provided herein. If Buyer fails to give the Termination Notice on or before the expiration of the Feasibility Period, Buyer's right to terminate this Agreement under this Section shall expire and Buyer shall thereafter be obligated to perform all of the terms, covenants, and provisions of this Agreement to be performed by Buyer hereunder, including, without limitation, the obligation to consummate settlement.

(c) Studies. If Buyer terminates this Agreement or defaults in its obligations hereunder, Buyer shall promptly deliver to Seller after the date of such termination or default, for no additional consideration, copies of all governmental permits and approvals, surveys, plats, soil tests, and engineering, environmental, architectural, and other reports, studies, and documents obtained by Buyer or its agents with respect to the Property.

(d) "As Is" Purchase. Buyer acknowledges that it will have ample opportunity to inspect the Property during the Feasibility Period and that if, subject to the provisions of this Section 12(d), after performing all tests and inspections as Buyer may determine, Buyer proceeds to Closing it will be taking title to the Property in its "as is" physical condition. This sale is subject to the following provisions of this Section 12(d):

(1) Environmental Matters. Seller makes no guaranty, warranty, or representation to Buyer regarding the existence or non-existence of Hazardous Materials (as defined in Section 12(d)(2) (Definition of Hazardous Materials)) on the Property, nor any guaranty, warranty, or representation concerning the compliance of Seller, or any previous owner of the Property, with federal, state, or local laws and regulations regarding Hazardous Materials. Subsequent to Closing Seller will have no responsibility to Buyer or its transferees or assigns regarding compliance with these laws and regulations requiring the removal, treatment, or disposal of Hazardous Materials which may exist, regardless of when any such condition first existed and regardless of whether any such conditions are known or unknown to Seller. Buyer covenants and agrees not to sue or otherwise make any claim against Seller for any of the matters as to which Seller has no responsibility to Buyer under this Section 12(d)(1), and this covenant not to sue shall, to the maximum extent permitted by law, be binding upon the successors and assigns of Seller. Buyer agrees that after Closing, Buyer shall bear the sole cost of all clean up, containment, removal, or remediation of any of the Hazardous Materials, and hereby discharges and releases Seller and Seller's personal representatives, heirs, successors, and assigns, and agrees to defend, indemnify, and hold Seller and Seller's personal representatives, heirs, successors, and

assigns harmless from any claims, losses, costs, expenses, and liability (a) incurred in connection with any such clean up, containment, removal, remedial, or restoration work performed with respect to the Hazardous Materials, and (b) that Seller may suffer or be subjected to by virtue of any violation of existing or future law caused by Buyer's ownership, possession, operation, or use of the Property.

(2) Definition of Hazardous Materials. Hazardous Materials shall be deemed to be: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended from time to time, and regulations promulgated thereunder; (c) any "oil," as defined by Section 4-401(h) of the Environment Article of the Annotated Code of Maryland, as amended from time to time; (d) any "hazardous substance" as defined by Section 7-201(l) of the Environment Article of the Annotated Code of Maryland, as amended from time to time, and regulations promulgated thereunder; (e) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section 12(d)(2); (f) any toxic or hazardous substances or materials, whether products or wastes, including, without limitation, asbestos, radon, or polychlorinated biphenyls; and (g) any other substance that by law requires special handling in its collection, storage, treatment, or disposal.

(3) Survival. The provisions of Section 12(a) shall survive Closing hereunder or the termination of this Agreement. The provisions of Section 12(c) shall survive the termination of this Agreement. The provisions of Sections 12 (d), 12(d)(1), and 12(d)(2) shall survive Closing hereunder.

13. Notice. Any notice required to be given to a party under this Agreement shall be by hand delivery to the party, or by United States mail, postage prepaid, certified mail, return receipt requested, addressed:

To Seller:


4535

Javed Aizaz
~~4518~~ Ashley Court
Ellicott City, MD 21043

To Buyer:

Office of the County Administrator
100 W. Washington Street, Suite 1101
Hagerstown, MD 21740

and

Office of the County Attorney
100 West Washington Street, Ste. 1101
Hagerstown, MD 21740

The date of notice shall be the date of hand delivery or the actual date of receipt as evidenced by the return receipt.

14. Time of the Essence. Time is of the essence of this Agreement.

15. Counterparts/Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, photocopy, or digital reproduction of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

16. Entire Agreement; Modification. This Agreement and the materials incorporated herein by reference constitute the entire agreement between the parties. There are no promises or other agreements, oral or written, express or implied, between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by duly authorized representatives of the parties.

17. Laws of Maryland. Regardless of the location of any party when the party executes this Agreement, it shall be deemed to have been made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland without regard to conflict of laws principles.

18. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

19. Waiver. Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

20. Survival. The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement for a period of one hundred eighty (180) days.

21. Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

22. Agreement Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their seals affixed as of the day and year first written above.

WITNESS:



SELLER:
BOARD OF COUNTY
COMMISSIONERS OF
WASHINGTON COUNTY,
MARYLAND

BY:  (SEAL)
Terry L. Baker, President

WITNESS:



BUYER:


_____ (SEAL)
Javed Aizaz

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this 18th day of July 2017, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Terry L. Baker and he acknowledged the foregoing instrument to be his act and deed on behalf of Board of County Commissioners of Washington County, Maryland and he did further certify that he is duly authorized to make this acknowledgement on its behalf and that he is duly authorized to execute this Agreement on its behalf.

WITNESS my hand and Notarial Seal this 18th day of July 2017.

Vicki L. Grimm
Notary Public



My commission expires:
11-23-2020

STATE OF Maryland, COUNTY OF Washington, to wit:

I HEREBY CERTIFY that on this 14th day of July 2017, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Javed Aizaz, known to me (or satisfactorily proven) to be the person whose name is subscribed herein, and acknowledged that he executed the same for the purposes herein contained.

WITNESS my hand and Notarial Seal this 14th day of July 2017.

Javed Aizaz
Notary Public

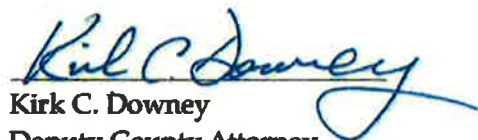
My commission expires:
01/15/19

Recommended for Approval:



Susan J. Small
Real Property Administrator

**Approved as to form and content
for execution by the County:**



Kirk C. Downey
Deputy County Attorney

EXHIBIT A

All the following described parcels of ground, together with any improvements thereon and all rights, ways, privileges, waters and appurtenances thereunto belonging or in anywise and being more particularly described as follows:

Parcel No. 1: All the following described tract or parcel of land situate along the South side of U.S. Route No. 40 approximately 4.5 miles Westward from the Corporate Boundary of the City of Hagerstown, in District No. 23, Washington County, Maryland.

BEGINNING at an iron pipe in the South margin of said Highway, said pipe being at the Northeast corner of the parcel of land conveyed by Walter H. Frush and Alma A. Frush, his wife, to Charles Leon Turner and wife by deed dated September 15, 1956, and recorded in Liber No. 339, folio 197, one of the Land Records of Washington County, and running thence along the margin of said Highway South 67 degrees 51 minutes East 60.67 feet to an iron pipe, thence leaving the Highway and running back therefrom parallel with the Eastern boundary of the said Turner property South 30 degrees 41 minutes West 919.80 feet to a concrete monument, thence North 58 degrees 00 minutes West 783.00 feet to a concrete monument in the Western boundary of the lands of Walter H. Frush and wife, thence with a portion of said Western boundary North 30 degrees 40 minutes East 583.87 feet to a concrete monument, thence leaving said Western boundary and running South 67 degrees 43 minutes East 477.80 feet to a concrete monument, thence South 67 degrees 30 minutes East 100.0 feet to an iron pipe, thence South 67 degrees 51 minutes East 153.0 feet to a concrete monument, thence North 30 degrees 41 minutes East 202.20 feet to the place of beginning, containing 12.0 acres of land, more or less; more particularly described in a survey by Joseph H. Seibert, prepared September 15, 1959.

The above described parcel of land being all of the same property conveyed to the Grantor herein by Robert L. Frush and Ruby J. Frush, his wife, by deed dated October 5, 1959 and recorded in Liber 351, folio 580 among the Land Records of Washington County, Maryland.

Parcel No. 2: All the following described tract or parcel of ground situate along the Southwest side of U.S. Route No. 40 approximately 4.6 miles Westward from the Corporate Boundary of the City of Hagerstown, in District No. 23, Washington

County, Maryland:

BEGINNING at a concrete monument at the Northwest corner of the parcel of land conveyed by Robert L. Frush and Ruby J. Frush, his wife, to the Grantor herein by deed dated October 5, 1959 and recorded in Liber 351, folio 580, among the Land Records of Washington County, Maryland, and running thence with a portion of the Northeastern boundary of said parcel of land South 67 degrees 43 minutes East 353.75 feet to a concrete monument, thence leaving the outlines of said lands and binding on the parcel of land conveyed to Kenneth E. Hofe and wife by deed dated January 14, 1956 and recorded in Liber No. 306, folio 281, among the Land Records of Washington County, Maryland, North 29 degrees 28 minutes East 54.27 feet to a post at the Southeast corner of the parcel of land conveyed by Harry E. Stotler to Robert L. Willman and wife by deed dated October 5, 1944 and recorded in Liber No. 227, folio 598, among the Land Records of Washington County, Maryland, thence binding on said parcel of land North 72 degrees 32 minutes West 200.0 feet, and North 29 degrees 08 minutes East 180.5 feet into U. S. Route No. 40, thence along said Highway North 72 degrees 10 minutes West 153.12 feet, more or less, to intersect the existing fence line, thence leaving the Highway and running back therefrom along said fence line and the projection thereof South 30 degrees 40 minutes West 206.59 feet, more or less, to the place of beginning; containing 1.0 acre of land, more or less.

The above described parcel of land being all of the same property conveyed to the Grantor herein by Robert L. Frush and Ruby J. Frush, his wife, by deed dated September 27, 1963 and recorded in Liber 399, folio 75 among the Land Records of Washington County, Maryland.

SAVING AND EXCEPTING THEREFROM that parcel of land containing 1.2596 acres conveyed to the Board of County Commissioners of Washington County, Maryland, dated July 6, 1982 and recorded in Liber 731, folio 85 among the Land Records of Washington County, Maryland

Nuffin B.
 Associates, Inc.
 1111 North 4th Street
 Baltimore, MD 21202
 Phone: 410-604-1127

Proposed Development Plan
 12408 Learning Lane
 Hagerstown, Maryland

PLOT PLAN
 Date: 08/14/14
 Scale: 1" = 40'

C-1

- GENERAL NOTES:
1. ASSISTED LIVING: EXISTING BUILDING
 2. ADULT DAYCARE: NEW BUILDING
 3. MEDICAL OFFICES: NEW BUILDINGS
 4. PARKING: PROVIDED
 5. BUILDING FINISH: NEW BUILDINGS
 6. LIGHTING: SITE LIGHTING PROVIDED
 7. SIGNAGE: PROVIDED
- 10,000 SQ. FT.
 12,000 SQ. FT. EACH
 242 SPACES
 SPLIT-FACE CMU/EIFS
 PROVIDED

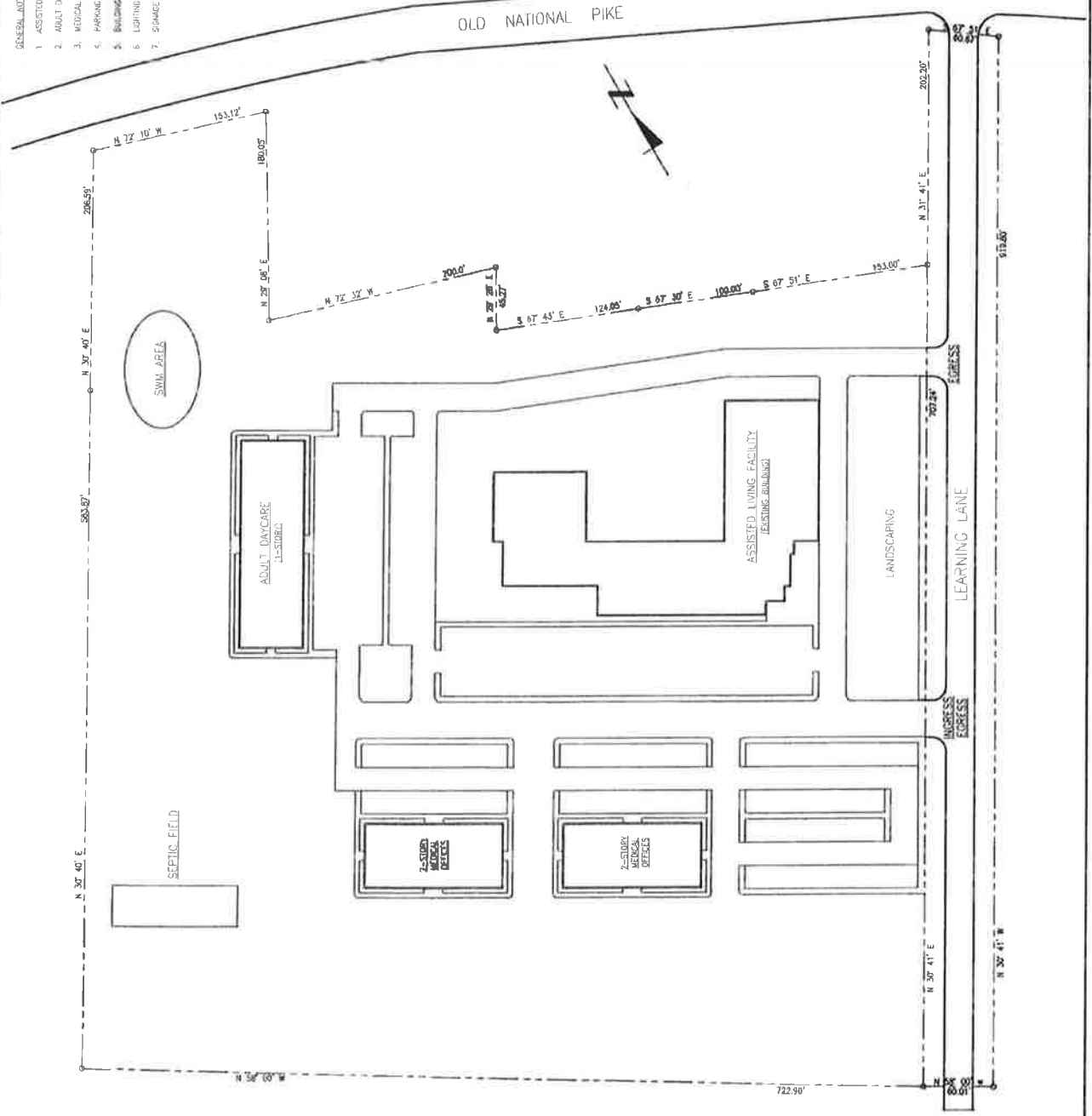


EXHIBIT A/T

Goodrich, Stephen

From: Jody Bell, RE/MAX Plus <movingbusinessforward@gmail.com>
Sent: Monday, August 07, 2017 4:37 PM
To: Goodrich, Stephen
Cc: Small, Susan J.
Subject: Fwd: US 40 @ Learning Lane
Attachments: image001.png; ATT00001.htm; Annual-Average-Daily-Traffic.pdf; ATT00002.htm

Attached is a copy of SHA assessment.

Jody Bell, Realtor & Business Advisor

RE/MAX Plus

10 S. Market Street

Frederick, MD 21701

Direct: 240.674.3937

Office: 301.874.5050

JodyBell@ReMax.net

[CLICK HERE to follow on Facebook](#)

Achiever of RE/MAX National's 2016 Executive Club Award

Begin forwarded message:

From: Omar Aizaz <oaizaz@gmail.com>
Date: August 7, 2017 at 3:58:57 PM EDT
To: Jody Bell <movingbusinessforward@gmail.com>
Subject: Fwd: US 40 @ Learning Lane

Jodi, below please find the email below, the number is actually 11530. Please confirm you recived info, thanks!

Omar Aizaz
Licenced Real Estate Professional
Sell America Realty
410-564-8445
6120 Baltimore National Pike Suite 200c
Catonsville, MD 21228
oaizaz@gmail.com

*****Sent from my Sprint Samsung Galaxy S7 edge.*****

----- Forwarded message -----

From: "Rom Tanyag" <rtanyag@sha.state.md.us>
Date: Aug 7, 2017 2:59 PM
Subject: US 40 @ Learning Lane
To: "oaizaz@gmail.com" <oaizaz@gmail.com>
Cc:

**Maryland Department of Transportation
State Highway Administration
Data Services Engineering Division**

Volume Count Detail Report

Location ID : B3917
Location : US40-.10 MI W OF MD63
Date Range: 04/27/2016 to 04/28/2016

Direction: Eastbound

Beginning Hour	4/24 Sun	4/25 Mon	4/26 Tue	4/27 Wed	4/28 Thu	4/29 Fri	4/30 Sat	Daily Avg	Weekday Avg	Weekend Avg
0:00	0	0	0	15	15	0	0	15	15	0
1:00	0	0	0	12	11	0	0	12	12	0
2:00	0	0	0	19	10	0	0	15	15	0
3:00	0	0	0	47	52	0	0	50	50	0
4:00	0	0	0	84	86	0	0	85	85	0
5:00	0	0	0	250	226	0	0	238	238	0
6:00	0	0	0	408	397	0	0	403	403	0
7:00	0	0	0	569	540	0	0	555	555	0
8:00	0	0	0	531	514	0	0	523	523	0
9:00	0	0	0	371	371	0	0	371	371	0
10:00	0	0	0	347	320	0	0	334	334	0
11:00	0	0	0	359	303	0	0	331	331	0
12:00	0	0	0	311	255	0	0	283	283	0
13:00	0	0	0	310	352	0	0	331	331	0
14:00	0	0	0	316	341	0	0	329	329	0
15:00	0	0	0	403	400	0	0	402	402	0
16:00	0	0	0	331	329	0	0	330	330	0
17:00	0	0	0	312	297	0	0	305	305	0
18:00	0	0	0	249	233	0	0	241	241	0
19:00	0	0	0	173	157	0	0	165	165	0
20:00	0	0	0	215	109	0	0	162	162	0
21:00	0	0	0	130	104	0	0	117	117	0
22:00	0	0	0	85	80	0	0	83	83	0
23:00	0	0	0	31	50	0	0	41	41	0
Total :	0	0	0	5,878	5,552	0	0	5,715	5,715	0

AMPeak Period hour	7:00	7:00
6AMto12PM Volume	569	540
PMPeak Period hour	15:00	15:00
12PMto6PM Volume	403	400

**Maryland Department of Transportation
State Highway Administration
Data Services Engineering Division**

Volume Count Detail Report

Location ID : B3917
Location : US40-.10 MI W OF MD63
Date Range: 04/27/2016 to 04/28/2016
Direction: Westbound

Beginning Hour	4/24 Sun	4/25 Mon	4/26 Tue	4/27 Wed	4/28 Thu	4/29 Fri	4/30 Sat	Daily Avg	Weekday Avg	Weekend Avg
0:00	0	0	0	40	40	0	0	40	40	0
1:00	0	0	0	21	22	0	0	22	22	0
2:00	0	0	0	11	10	0	0	11	11	0
3:00	0	0	0	17	21	0	0	19	19	0
4:00	0	0	0	24	28	0	0	26	26	0
5:00	0	0	0	44	35	0	0	40	40	0
6:00	0	0	0	88	94	0	0	91	91	0
7:00	0	0	0	309	255	0	0	282	282	0
8:00	0	0	0	296	295	0	0	296	296	0
9:00	0	0	0	297	250	0	0	274	274	0
10:00	0	0	0	277	262	0	0	270	270	0
11:00	0	0	0	341	316	0	0	329	329	0
12:00	0	0	0	328	333	0	0	331	331	0
13:00	0	0	0	372	349	0	0	361	361	0
14:00	0	0	0	408	426	0	0	417	417	0
15:00	0	0	0	540	529	0	0	535	535	0
16:00	0	0	0	591	558	0	0	575	575	0
17:00	0	0	0	566	548	0	0	557	557	0
18:00	0	0	0	455	357	0	0	406	406	0
19:00	0	0	0	301	259	0	0	280	280	0
20:00	0	0	0	257	223	0	0	240	240	0
21:00	0	0	0	221	217	0	0	219	219	0
22:00	0	0	0	109	130	0	0	120	120	0
23:00	0	0	0	80	79	0	0	80	80	0
Total :	0	0	0	5,993	5,636	0	0	5,815	5,815	0

AMPeak Period hour	11:00	11:00
6AMto12PM Volume	341	316
PMPeak Period hour	16:00	16:00
12PMto6PM Volume	591	558

**Maryland Department of Transportation
State Highway Administration
Data Services Engineering Division**

Volume Count Detail Report

Location ID : B3917
Location : US40-.10 MI W OF MD63
Date Range: 04/27/2016 to 04/28/2016

*** Summary of Total Report ***

Beginning Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Daily Avg	Weekday Avg	Weekend Avg
0:00	0	0	0	55	55	0	0	55	55	0
1:00	0	0	0	33	33	0	0	33	33	0
2:00	0	0	0	30	20	0	0	25	25	0
3:00	0	0	0	64	73	0	0	69	69	0
4:00	0	0	0	108	114	0	0	111	111	0
5:00	0	0	0	294	261	0	0	278	278	0
6:00	0	0	0	496	491	0	0	494	494	0
7:00	0	0	0	878	795	0	0	837	837	0
8:00	0	0	0	827	809	0	0	818	818	0
9:00	0	0	0	668	621	0	0	645	645	0
10:00	0	0	0	624	582	0	0	603	603	0
11:00	0	0	0	700	619	0	0	660	660	0
12:00	0	0	0	639	588	0	0	614	614	0
13:00	0	0	0	682	701	0	0	692	692	0
14:00	0	0	0	724	767	0	0	746	746	0
15:00	0	0	0	943	929	0	0	936	936	0
16:00	0	0	0	922	887	0	0	905	905	0
17:00	0	0	0	878	845	0	0	862	862	0
18:00	0	0	0	704	590	0	0	647	647	0
19:00	0	0	0	474	416	0	0	445	445	0
20:00	0	0	0	472	332	0	0	402	402	0
21:00	0	0	0	351	321	0	0	336	336	0
22:00	0	0	0	194	210	0	0	202	202	0
23:00	0	0	0	111	129	0	0	120	120	0
Total:	0	0	0	11,871	11,188	0	0	11,530	11,530	0

AMPeak Period hour:	7:00	8:00
6AMto12PM Volume:	878	809
PMPeak Period hour:	15:00	15:00
12PMto6PM Volume	943	929



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

September 3, 2017

RZ-17-009

**APPLICATION FOR MAP AMENDMENT
STAFF REPORT AND ANALYSIS**

Property Owner(s) :	Board of County Commissioners of Washington County, MD
Applicant(s) :	A&W Plus, Inc. (contract purchasers)
Location :	12408 Learning Lane, South side of US Route 40 and the west side of Learning Lane
Election District :	# 23 Wilson
Comprehensive Plan Designation :	Rural Village
Zoning Map :	36
Parcel(s) :	Parcel 269
Acreage :	11.74 acres
Existing Zoning :	RV - Rural Village
Requested Zoning :	RB – Rural Business floating zone
Date of Hearing :	September 18, 2017

LOCATION AND PHYSICAL FEATURES

The rezoning site is the location of the former Conococheague Elementary School. The school was recently closed. The Washington County Commissioners determined it would no longer be useful for County purposes and advertised for bids to sell the property. A & W Plus, Inc. was the successful bidder and is now the contract purchaser of the property and building.

The rezoning site is located at 12408 Learning Lane. Learning Lane, which is also referred to as Learning Way on a cautionary sign approaching the turn on US Rt. 40, is located on the south side of US Rt. 40 approximately 1.4 miles west of Huyetts Crossroads (US Rt. 40/MD 63 intersection). The entrance to the former school is from Learning Lane about 500-600 feet south of US Rt. 40. The property is 11.74 acres in size and also has frontage in its northwest corner, but no access, on to US Rt. 40. The parcel is improved with a 1 story brick former elementary school building of approximately 26,000 square feet. The building was constructed in 1960 and contains 12 classrooms, a library, a multi-purpose room (cafeteria/auditorium/gym), a kitchen and administrative offices. The school had a State Rated Capacity of 249 students. The parcel also contains a paved parking area as part of a looped entrance /exit arrangement on the south side of

120 West Washington Street, 2nd Floor | Hagerstown, MD 21740 | P: 240.313.2430 | F: 240.313.2431 | TDD: 7-1-1

the school building. There is also a paved play area. The parcel is generally rectangular measuring approximately 700 feet on each side. The area of the parcel that is not occupied by the building and parking area is devoted to lawn and minimal landscaping and some remaining play equipment. Soils on the site are of the Berks (90%) and Clearbrook (10%) series. These soils formed from shale residuum and lay atop the Martinsburg Formation, a combination of shale, siltstone and sandstone. This formation embraces the Conococheague Creek from the PA state line to the Potomac River.

The parcel is generally flat. Drainage would flow to the north and south from a very slight ridge located on an east/west axis in the center of the parcel. There are no streams or floodplains located on the site. There doesn't appear to be an existing constructed stormwater management facility on the site.

POPULATION ANALYSIS

Table 1

Population Trends 1980 - 2010			
Year	Area	Population	% change from previous decade
1980	District	2863	
	County	113086	
1990	District	3507	22.5%
	County	121393	7.3%
2000	District	3923	11.9%
	County	131932	8.7%
2010	District	5256	34.0%
	County	147430	11.7%

Source: US Census Bureau

Population trends are evident in the chart above. The Wilson election district (#23) has seen an 83 % increase in its population between 1980 and 2010. Washington County has experienced a 30% increase in population in the same 30 year time period. The district's share of the County's total population has increased from 2.5% to 3.5% over the time period shown.

AVAILABILITY OF PUBLIC FACILITIES

Water and Sewerage

The adopted Water and Sewerage Plan for Washington County establishes the policies and recommendations for public water and sewer infrastructure to help guide development in a manner that promotes healthy and adequate service to citizens and to implement the adopted growth and preservation policies of the Comprehensive Plan. The stated purpose of the Plan is "... to provide for the continued health and well-being of

Washington Countians and our downstream neighbors.” This is achieved through implementing recommendations in the Comprehensive Plan and the Water and Sewerage Plan to provide for services in a timely and efficient manner and in locations where needs exist or where growth is encouraged . The Water and Sewerage Plan is also an inventory of existing and programmed services.

The rezoning site is classified as W-7 and S-7 in the Water and Sewerage Plan indicating that there are no existing public health facilities in the area and this parcel is not programmed for public service. This is the expected classification in a location outside of any designated growth areas. Expenditures by the County to provide public water and sewer facilities in rural areas are discouraged by the Water and Sewerage Plan except to resolve existing health issues.

The former school utilized an on-site septic system which is located in the southwest corner of the property. It will undoubtedly need to be evaluated for its ability to accommodate a new use and the applicant will need to provide data on the expected population and effluent generated from the new use. Augmentation of the system may be necessary due to increased loading and changing regulations since the last use of the system. The application does not indicate the current method or location of the potable water supply for the site nor does it address the future plan for a new uses water needs other than to say “Same as existing”. No doubt there were provisions for a potable water supply for the school for drinking, food preparation and sanitary needs but there is no way to know if it will be able to serve the needs of the new use without basic data.

It is difficult to make assumptions about the adequacy of the health facilities for the proposed new use of the site based on the past use. There was likely intense needs for water and sewage disposal for elementary school students and teachers during the day and school year. Assisted living facilities, adult day care and possible medical offices in the future would appear to require facilities 24 hours a day all year long. The uses may be viewed as similar institutional uses but consideration should be given to the differences between them, the needs and limitations of an on-site septic system, the age of the systems in place and any regulatory changes in the minimum requirements since installation. It must also be noted that individual wells or septic systems that serve a population of this nature may invoke additional or more stringent design guidelines. Since more specific information is not yet available on the status of existing systems or future users, applicants and decision makers must temper future decisions.

Concerns are generally the same for wells and potable water. The site is classified as W-7 in the Water and Sewerage Plan indicating the use of private on-site wells and no plans for public service in the area. Similar rules and concerns about a private well that serves the unique proposed population may apply.

The supposition that the applicants “Same as existing” response to the request for information on the current and future plans for health facilities is sufficient should be considered with caution. At a minimum, the Washington County Health Department will require an evaluation of the existing health facilities and definitive information on the

future uses of the site before an approval to proceed with development would be granted. This would likely come at a time when a site plan is submitted although it would be recommended that determinations be made prior to that. Testing for suitability of new on-site wells and septic systems may also be required.

Emergency Services

Both fire and emergency response are provided by Williamsport companies. These stations are both located in the Town of Williamsport approximately 4 miles to the south.

Schools

The rezoning site is a former elementary school. Winter Street Elementary in Hagerstown was closed at the same time. These districts were reconfigured and absorbed by the new Jonathan Hager Elementary in western Hagerstown as well as the Clear Spring, Maugansville and Salem Avenue elementary schools. This parcel was assigned to the Jonathan Hager attendance district. It is also located in the Clear Spring Middle and Clear Spring High School attendance districts. The former use on the site did not generate school students. The current zoning is Rural Village which does allow residential development. Single family residential development on 40,000 square foot lots and an estimated total parcel area of 11.5 acres could produce a maximum of 11 single family dwelling units which can be used to evaluate the future impact on schools if the property were redeveloped under its current zoning designation. Eleven dwelling units could produce 5 new elementary students, 2 new middle school students and 2 new high school students. All three affected schools have capacity to accommodate those new students. If the requested Rural Business district is approved, no residential development would be permitted and there would be no pupil yield from the development.

Public Transportation

This area is not served by the Washington County Transit System.

PRESENT AND FUTURE TRANSPORTATION PATTERNS

The rezoning site is located on the west side of Learning Lane, south of US Rt. 40, also known as National Pike. Learning Lane is classified as a Local Road by the Functional Road Classification map in the Washington County Comprehensive Plan. Local roads are designed and intended to provide individual property access and linkage to the larger transportation network. Learning Lane intersects US Rt. 40 approximately 500 feet north of the rezoning sites driveway. The speed limit is 25 mph. It is a dead end road and the County owns the right of way that is 60 feet wide and approximately 900 feet long. This portion has a pavement wide enough for two lanes and has 5 dwellings and the former school on the rezoning site addressed to it. However, the road name and 9 additional addresses are attached to an unpaved 1 lane extension of the road further to the south and east. All nine of these addresses are on a single parcel and the road extension is not within a public right of way.

US Rt. 40, or National Pike, is an important transportation asset in Washington County and the larger region. Prior to construction of Interstate 70 in the 1960's it was the main east/west transportation route for the entire region. It is about 500 feet north of the entrance to the rezoning site. The parcel also has 150'+ of frontage on National Pike but there is no access existing or proposed at this location. In this vicinity the National Pike is classified by the Functional Highway Plan as a Minor Arterial. As the road nears Hagerstown its classification is moved up the scale to a Principal Arterial. In the area of the rezoning site it is two lanes with wide shoulders. The speed limit is 50 mph. There are no turning or bypass lanes at the Learning Lane intersection. Vehicles on US Rt. 40 have been observed passing left turning vehicles by using the shoulder. Learning Lane traffic is controlled by a stop sign at the intersection. A Minor Arterial would be expected to have an Average Daily Traffic count in a rural area like this of 2000 – 5000 ADT.

The Engineering Plan Review section of the Plan Review Department commented that a significant amount of new traffic may require a Traffic Impact Study as part of the site plan review. The applicant has estimated 50 trips per day for the new use which will be further evaluated by the County Engineering Department and the State Highway Administration (SHA). With an estimate of 25 employees that leaves only 25 trips per day for residents, visitors, deliveries and any other service providers.

Learning Lane will also be evaluated with regard to road condition and intersection adequacy. The MD SHA also reviewed the rezoning application but had no comments at this time, likely due to the limited information in the application. A traffic impact study would be reviewed jointly by the County and the State. Its conclusions will determine any needed modifications to current access points, the design and location of new ones, if permitted, and may also dictate a need for turning and bypass lanes to maintain safety on the highway.

Traffic Counts are available for one location along US Rt. 40 that may have a bearing on analysis in this case. A ten year period is represented in the table below. Over the entire ten year period there is a 3,292 vehicle or 23% decrease. However, a distinct trend up or down is not evident since the years in-between reflect a relatively stable amount of traffic. The applicant also provided a two day traffic count supplied by the MD SHA. The count was taken over 2 days in late April 2016 and produced a daily average of 11,530 which is consistent with the figures in the table.

Table 2: Traffic Volumes on US Rt. 40, west of MD 63 intersection, 2006-2016

Year	US Rt. 40 w/o MD 63
2016	10,720
2015	11,635
2014	9,382
2013	11,363
2012	11,412
2011	11,391
2010	11,610
2009	11,832
2008	11,601
2007	12,210
2006	14,012

Source: Maryland State Highway Administration

A traffic count for Learning Lane was not available.

COMPATIBILITY WITH EXISTING AND PROPOSED DEVELOPMENT IN THE AREA:

Conococheague Elementary School, now closed, was established on the rezoning site in 1960, 13 years before zoning was adopted in Washington County. The site received a “Public” zone designation as did most schools and many other publicly owned properties during the 1973 adoption of the County’s first zoning ordinance. In 1983 the “Public” zoning district was deleted from the Zoning Ordinance text and maps and all of the affected parcels received a designation appropriate for the existing use. Schools were permitted in the Agricultural zoning district as were single family dwellings and many other agricultural and rural uses. The school site and a majority of the surrounding area was zoned Agricultural in 1983. All uses established between 1983 and 2005 are consistent with the Agricultural zone and therefore compatible with each other.

During the Comprehensive Rural Area rezoning that occurred in 2005 several new rural zoning districts were created, adopted and applied to rural properties. The requested Rural Business (RB) district was created at this time and applied to some selected parcels in this vicinity where businesses had already been established. The Rural Village (RV) zoning designation was also created and applied to the recognizable concentration of residential development in this area that included Conococheague Elementary School. The RV district is not an exclusively residential district and some small limited service providers or shops of the type that might be needed or expected by a rural population are included as permitted uses. Landscape contractors, in-home day care, beauty and barber shops, bakeries and garden shops/nurseries are examples. These rural village locations often had historic place names that are maintained. This particular village was labeled Conococheague/Wilson. Beyond the rural village and business districts most of the area

is zoned Environmental Conservation limiting residential development and allowing uses that would be consistent with the desire to protect the sensitive environment surrounding Conococheague Creek. New zones were applied to be consistent with the existing uses wherever possible and also to implement the Comprehensive Plan's recommendations to lay the groundwork for future protection of the sensitive environment surrounding the Conococheague Creek.

The school and much of the surrounding residential development, nearby agricultural uses and the few rural business locations appeared to have co-existed peacefully in this area since the 1960's. Any new uses that have been allowed since the Rural Village and Rural Business districts have been created have not caused any apparent compatibility issues. There are four existing single family dwellings that front on US Rt. 40 immediately adjacent to this parcel on the north property line. There are four additional dwellings on the east side of Learning Lane that were built well after the school was established. There are 9 additional dwellings on the private lane that extends to the south from Learning Lane that use this road as their only access to the highway. There is an adjacent mobile home park on the southwest corner of the rezoning site and countless residences on small and medium size lots all along US Rt. 40 and Walnut Point Road to the south of the site.

Another Rural Business district established as a result of this rezoning request would not be unusual in the neighborhood and would set the stage for reuse of the existing building now that the school has been closed. The purpose of the RB district is to provide locations for uses and services needed by the rural population or to take advantage of a rural resource. The assisted living facility, adult day care and medical offices are all permitted uses in the Rural Business district use. However, any use permitted in the district is evaluated for its suitability to the specific site where it is proposed to be located and its compatibility with the existing uses around that site. Even then, a use may co-exist with adjacent uses, such as an assisted living facility near residential properties, but some features of a new use may bring negative aspects with it, such as a dramatic increase in traffic, that can undermine that compatibility. A permitted use can fit perfectly on the site but the site may not be able to provide the correct conditions for a suitable health facility to allow the use to operate. These characteristics of the use and the site would be reasons that the Rural Business district should not be approved. It must also be understood that if a site receives a Rural Business designation for one use it should not be assumed that it will be suitable for all permitted Rural Business uses in the future. There is a process incorporated into the Rural Business district that requires Planning Commission review of a proposed new use to determine if it too will be compatible in the neighborhood. The Commission has the ability to require new public hearings for a more intense use and disapproval if it is determined to be incompatible or unsuitable for that site.

The RB district is also approved for the site based in part on a clear understanding of what the actual use will be and not on a broader assumption that any of the uses permitted in the district may be established. The applicant has clearly stated the proposed uses, assisted living facility in the former school building and new construction for adult

day care and medical offices. All of these uses are permitted in the RB zone. Even though another review of a new use may be comforting and encourage approval of the current proposal, once the RB is established it may prove difficult to evaluate other uses objectively even if there could be conflict with adjacent parcels.

Commercial development routinely contains parking provisions and larger than normal buildings. These necessitate stormwater management facilities. The applicant has stated that stormwater management is indicated on the site plan but the Engineering review indicates that it may need more attention and redesign to meet today's design guidelines.

The site plan and supplemental narrative provide limited information which limits the ability to make definitive conclusions about the suitability of the site to support the proposed new use. If the decision to rezone is favorable the new use will be required to comply with all site development requirements regardless of what was known or not known during the rezoning evaluation. This caution applies to health and stormwater management facilities, highway and access design standards and any regulatory requirements that may apply to retrofitting the buildings for its new use.

Historic Inventory Sites

Within approximately ¼ mile of the rezoning site there are 4 properties that contain resources listed in the County's Historic Inventory. They are listed and described below.

WA-V-228 – 12302 Walnut Point Road, probable log house, mid 19th century
WA-V-229 – 15602 National Pike, mid 19th century brick house
WA-V-230 – 15709 National Pike, mid 19th century brick Haner house
WA-V-264 – 15651 National Pike, mid 19th century Haner farmstead containing frame house, barn and other buildings

All four sites are recognized for their architectural merits being vernacular or unusual examples of their type.

The purpose statement from the RB district reads as follows:

“The “RB” Rural Business District is established to permit the continuation and development of businesses that support the agricultural industry and farming community, serve the needs of the rural residential population, provide for recreation and tourism opportunities and to establish locations for businesses and facilities not otherwise permitted in the rural areas of the County. The Rural Business District is established as a “floating zone” which may be located on any parcel in an Agricultural, Environmental Conservation, Preservation or Rural Village Zoning District.”

RELATIONSHIP OF THE PROPOSED CHANGE TO THE ADOPTED PLAN FOR THE COUNTY:

The purpose of the Comprehensive Plan is to evaluate the needs of the community and

balance the different types of growth and preservation to create a harmony between different land uses. This is accomplished through evaluation of existing conditions, projections of future conditions and creation of a long term plan that promotes compatibility while maintaining the health, safety and welfare of the citizenry. The plan devises a strategy for meeting citizen's needs while making the best use of available resources.

The Washington County Comprehensive Plan identifies two general areas for growth and development or preservation policy implementation: Urban or Town Growth areas and the Rural Agricultural Area. Growth and development are encouraged in areas where infrastructure is available or can be extended efficiently, the designated growth areas. Large scale or intense development is not promoted in the rural policy area so that preservation of productive agricultural land, the agricultural industry, historic, cultural and open space resources can be the priority. Within the Rural Agricultural Area there are also Rural Villages. This designation identifies area of existing population concentrations and the intent to preserve and support them but without encouragement for any significant additional growth or infrastructure. The properties that are the subject of this rezoning application are located in the Rural Village and Rural Agricultural area.

The requested Rural Business floating zone designation is specifically recommended by the current Comprehensive Plan, adopted in 2002. Implementation of that recommendation occurred with the approval of the Comprehensive Rural Area rezoning approved in 2005. It included a completely new article in the Zoning Ordinance text for the RB district and was established on the zoning map on several hundred existing rural businesses. The RB district was created specifically for this purpose as recommended by the Comprehensive Plan. The text has been revised to function more efficiently and effectively but the intent and purpose discussed in this report remain the same.

Environmental Conservation Policy Area recommendations from the adopted Comprehensive Plan:

"This policy area is associated with locations in the County where environmental sensitivity issues are prominent enough to warrant constraints on development. It includes steep slopes and forested areas on mountainsides as well as steep slopes, floodplains, and forested areas along the Potomac River, Conococheague Creek, lower Antietam Creek and Beaver Creek. All areas south of the Rural Legacy Area and west of Fairview Mountain, which are not in the Preservation category are included as well as the Beaver Creek Watershed north of the fish hatchery to the Edgemont Watershed."
(page 249)

Rural Village Policy Area recommendations from the adopted Comprehensive Plan:

"The formal designation of "Rural Villages" is an outgrowth of Maryland's Smart Growth Act of 1997. By law, a designated Rural Village is considered a "Priority Funding Area" (PFA). Many such villages have existed in Washington County since colonial times while newer urban settlements at junctions in roads or along creeks and railroads have evolved in the recent past. Rural Villages are defined by something other

than incorporation or governing structure. They are definable on the landscape and contribute to the unique character of Washington County. ... Major public investment by the County in public facilities and services to encourage substantial new development should not be made in Rural Villages. Priority should be given to correcting existing public health and safety problems resulting from failing septic systems or contaminated wells.....Development should be limited to infill development in accordance with the defined boundaries for the Rural Village....” (pages 250-252)

Rural Business Policy Area recommendations from the adopted Comprehensive Plan:

“No specific policy area is recommended to be created to address rural business development. It is recommended that few businesses be allowed, by right, in the rural policy areas. Most of the businesses that should be allowed by right would be associated with or support the agricultural industry. A new zoning classification called Rural Business is recommended to address business development in the rural policy area. This classification is recommended as an overlay district and not a Euclidean zone. The Rural Business Overlay District would be permitted to be located anywhere in the Rural District not prohibited by other constraints in the Zoning Ordinance. Uses should be limited to those supporting tourism development or needed to provide services to the residential population. Procedures for implementation of a Rural Business overlay would include participation in a public hearing process as a rezoning request.” (Page 254)

This request for the Rural Business zoning designation is appropriate for this location in the rural area and Rural Village vicinity. The specific site and use requirements must be evaluated for their individual and unique characteristics and how they are appropriate and compatible with existing uses on surrounding parcels and the subject parcel. Some of this information to perform this evaluation has not been provided.

SUMMARY

When evaluating this request for the Rural Business floating zone the Planning Commission is advised to consider the following criteria from Section 5E.4.b of the Zoning Ordinance:

“The RB District may be established at a particular location if the following criteria are met:

(a) The proposed RB District is not within any designated growth area identified in the Washington County Comprehensive Plan.

(b) The proposed RB District has safe and usable road access on a road that meets the standards under the “Policy for Determining Adequacy of Existing Roads.” In addition, a traffic study may be required where the proposed business, activity or facility generates 25 or more peak hour trips or where 40% of the estimated vehicle trips are anticipated to be commercial truck traffic.

(c) On site issues relating to sewage disposal, water supply, stormwater management, flood plains, etc. can be adequately addressed.

(d) The location of an RB District would not be incompatible with existing land uses, cultural or historic resources, or agricultural preservation efforts in the vicinity of the site.”

After the Public Information meeting, the Planning Commission is charged with making a recommendation to the Board of County Commissioners in consideration of the following from Section 5E.6.c of the Zoning Ordinance:

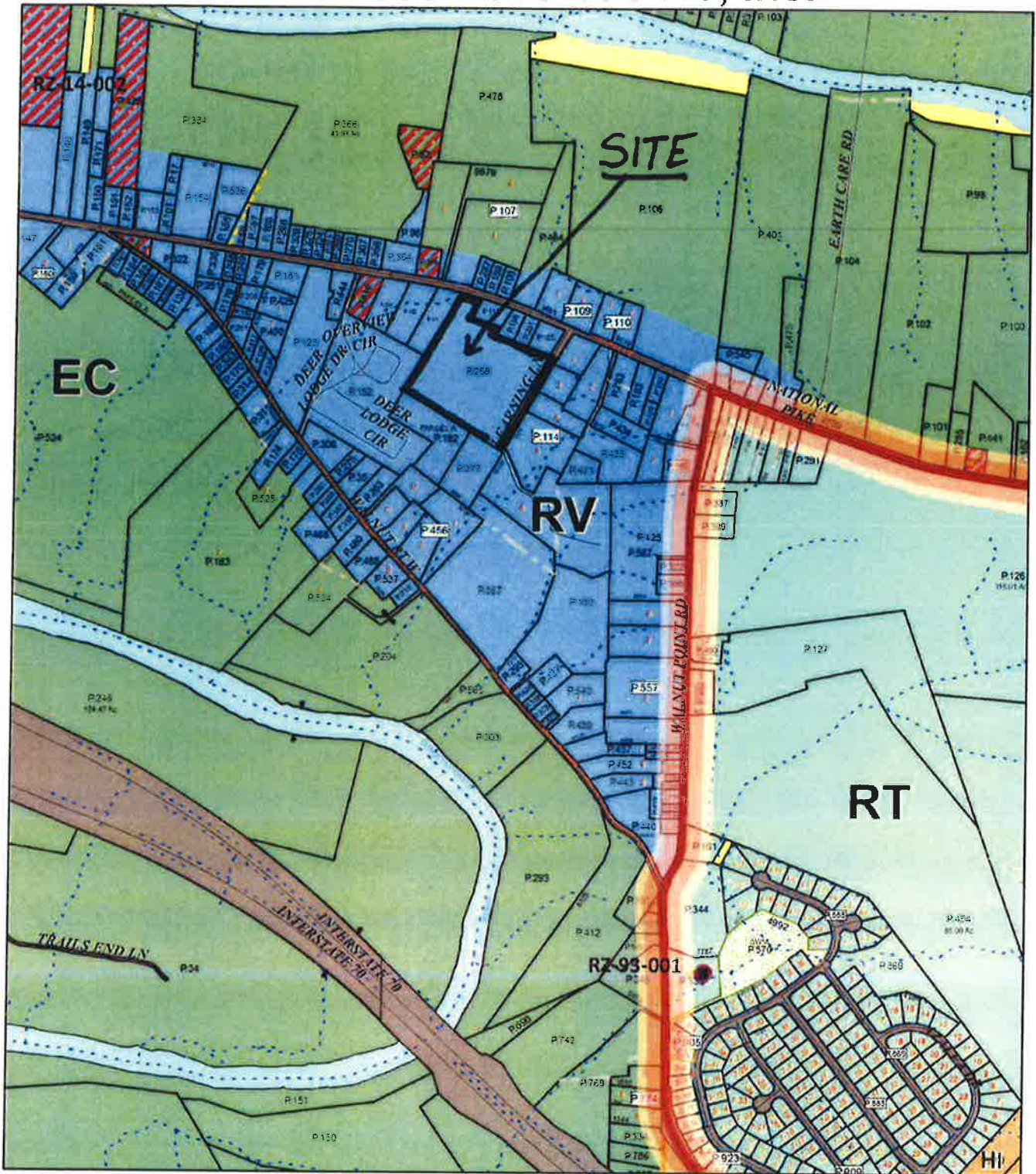
1. The proposed district will accomplish the purpose of the RB district
2. The proposed site development meets criteria identified in Section 5E.4 of the RB Article. (See criteria a-d above)
3. The roads providing access to the site are appropriate for serving the business traffic generated by the proposed RB land use.
4. Adequate site distance along roads can be provided at proposed points of access to the site.
5. The proposed landscape areas can provide adequate buffering of the proposed RB land use from existing land uses in the vicinity
6. The proposed land use is not of a scale, intensity or character that would be incompatible with adjacent land uses or structures

Respectfully submitted,



Stephen T. Goodrich, Director
Washington County Department of Planning and Zoning

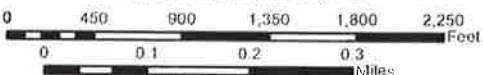
RZ-17-009 - A & W Plus, Inc.



- Legend**
- Zoning Floating/Overlay Zones**
- Rural Business
 - EC
 - HI
 - RT
 - RV
 - Growth Area Boundaries
 - Account Unknown
 - Tax Parcel
 - Road
 - SWM
 - Water

WARD 009 - This map is for general use by the Washington County Planning Department. It is not for general distribution to the public, and should not be scaled or copied. Sources of the data contained herein are the various public agencies which may have the jurisdiction and authority.

The parcel lines shown on this map are derived from a variety of sources which have their own accuracy standards. The data are not guaranteed and for informational purposes ONLY. They are not guaranteed by Washington County Planning or the Maryland Department of Transportation and therefore is to be used with caution. This shall not be copied, reproduced or altered in any way without the express permission of Washington County Planning and Zoning Department. This data DOES NOT replace an accurate survey by a licensed professional and observation shall be limited using the relevant deeds, plats and other recorded legal documents by the user.





Washington County

M A R Y L A N D

DEPARTMENT OF PLANNING & ZONING

COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

October 18, 2017

RZ-17-009

APPLICATION FOR MAP AMENDMENT PLANNING COMMISSION RECOMMENDATION

Property owner(s):	Board of County Commissioners of Washington County, MD
Applicant(s):	A & W Plus, Inc. (contract purchasers)
Location:	12408 Learning Lane (south side of US Route 40 and the west Side of Learning Lane)
Election District:	#23 - Wilson
Comprehensive Plan Designation:	Rural Village
Zoning Map:	36
Parcel(s):	Parcel 269
Acreage:	11.74 acres
Existing Zoning:	RV – Rural Village
Requested Zoning:	RB - Rural Business floating zone
Date of Public Meeting:	September 18, 2017

RECOMMENDATION

The Washington County Planning Commission took action at its regular meeting held on Monday, October 2, 2017 to recommend approval of Map Amendment RZ-17-009 to the Board of County Commissioners. The Commission considered the application, the supporting documentation submitted with the application, and the applicant's presentation during the public rezoning information meeting. The Commission also considered the Staff Report and Analysis, verbal comments of interested parties provided during the public rezoning information meeting and the guidelines in Section 5E.6.c of the Zoning Ordinance. It is the Planning Commission's opinion that the application can meet the specified RB zoning requirements set forth in Section 5E4.b of the County's Zoning Ordinance.

Copies of the application, Staff Report and Analysis, approved minutes of the September 18, 2017 public rezoning meeting and the unapproved minutes of the October 2, 2017 regular meeting are attached.

Respectfully submitted,

Stephen T. Goodrich, Director
Washington County Department of
Planning & Zoning

STG/dse

Attachments

cc: Kirk Downey
Susan Small
A & W Plus, Inc.

120 West Washington Street, 2nd Floor | Hagerstown, MD 21740 | P: 240.313.2430 | F: 240.313.2431 | TDD: 7-1-1



Agenda Report Form

Open Session Item

SUBJECT: County Commissioners of Washington County Water Quality Bonds, Series 2018A and Series 2018B Authorizing Resolution

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: Sara L. Greaves, Deputy Director of Budget and Finance, and Lindsey A. Rader, Bond Counsel for Washington County

RECOMMENDED MOTION: Move to approve the resolution authorizing County Commissioners of Washington County (the “County”) to issue and sell to the Maryland Water Quality Financing Administration (“MWQFA”) two separate general obligation bonds in the respective maximum original principal amounts of \$1,387,245 and \$462,415 in order to finance or reimburse costs of Enhanced Nutrient Removal (ENR) upgrades and improvements to the Conococheague Wastewater Treatment Plant (the “Project”), as presented.

REPORT-IN-BRIEF: Certain provisions of the Environment Article of the Annotated Code of Maryland and the County Code authorize and empower the County to issue general obligation bonds to MWQFA at private sale, without public bidding, in order to evidence loans from MWQFA for wastewater system facility purposes. The Project meets such legislative requirements, and MWQFA has agreed to loan the County money in aggregate original principal amount not to exceed \$1,849,660 for Project purposes. There will be two separate loans—each of which will be evidenced by a separate bond. The President and the Vice President of the Board of County Commissioners (the “Board”), with the advice of the County’s Chief Financial Officer, are each authorized to determine the final principal amounts of the bonds and to approve the amortization schedule for the Series 2018A Bond referred to in “DISCUSSION” below within the limitations provided for in the resolution.

DISCUSSION: MWQFA loans bear below market interest rates. MWQFA has advised that the loans will not close until early calendar year 2018. The two bonds are referred to in the resolution respectively as the “Series 2018A Bond” and the “Series 2018B Bond”. Interest on the Series 2018A Bond will be tax-exempt for federal income tax purposes and interest on the Series 2018B Bond will be taxable for federal income tax purposes. The Series 2018A Bond will have a scheduled amortization that ends no later than 20 years after the assumed Project completion date. Interest on the Series 2018A Bond will be determined by the following formula: 25% of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Series 2018A Bond is delivered; the resulting rate may be rounded down by MWQFA in its discretion. (For informational purposes, tax-exempt MWQFA loans closing in October 2017 for

which the interest rate is set by the same formula bear interest at the rate of 0.70% per annum; there is no guarantee that the index by which the rate will be determined for the Series 2018A Bond will remain steady until the time that rate is set.) There will be no scheduled amortization for the Series 2018B Bond. Instead, as long as the County does not default under the loan agreement corresponding to the Series 2018B Bond in the 10 years following delivery, the Series 2018B Bond will be automatically terminated, null and void at such 10 year mark. If the County defaults in that 10 year window, MWQFA may call the entire outstanding principal amount of the Series 2018B Bond immediately due and payable. In such event, the Series 2018B Bond will bear interest from the date of demand to the date of payment at a rate equal to 100% of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Series 2018B Bond is delivered, which rate may be rounded down by MWQFA in its discretion. (For informational purposes, taxable principal forgiveness MWQFA loans closing in October 2017 for which the interest rate is set by the same formula have a default rate of 3.08% per annum; there is no guarantee that the index by which the rate will be determined for the Series 2018B Bond will remain steady until the time that rate is set.). Although wastewater system revenues are anticipated to be used to pay debt service on the bonds, the County will pledge its full faith and credit and unlimited taxing power to payment of the bonds. Among other remedies available to MWQFA, the Series 2018A Bond will be subject to acceleration at MWQFA's discretion upon an event of default under the corresponding loan agreement and, in such event, the County will be subject to late charges and payment of interest on unpaid amounts at a default rate. The County will pledge any moneys that it is entitled to receive from the State of Maryland (including the County's share of income tax revenues collected by the State) to secure its obligations under the loan agreements. The President of the Board, the County Administrator and the Chief Financial Officer are each designated as an "Authorized Officer" for purposes of the loan agreements. The resolution provides that if the office of Chief Financial Officer is vacant, and no acting or interim Chief Financial Officer has been appointed, the authority delegated to the Chief Financial Officer will be exercised by the Director of Budget and Finance unless any such authority is delegated to another official or employee in accordance with County Code Section 2-302.

FISCAL IMPACT: Use of bond proceeds has been included in the County's annual debt affordability analysis.

CONCURRENCES: Robert J. Slocum, County Administrator, Mark Bradshaw, Deputy Director of Engineering Services for Water Quality, and John M. Martirano, County Attorney.

ALTERNATIVES: If the resolution is not approved, it will be necessary to determine alternative funding for the Project, which is already in progress.

ATTACHMENTS: Resolution.

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-17-

A RESOLUTION AUTHORIZING AND EMPOWERING COUNTY COMMISSIONERS OF WASHINGTON COUNTY (THE "COUNTY") TO ISSUE AND SELL, UPON ITS FULL FAITH AND CREDIT, TO THE MARYLAND WATER QUALITY FINANCING ADMINISTRATION (THE "ADMINISTRATION") TWO GENERAL OBLIGATION BONDS, ONE IN ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED \$1,387,245.00 AND THE OTHER IN ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED \$462,415.00, PURSUANT TO THE AUTHORITY OF TITLE 6 OF THE CODE OF PUBLIC LOCAL LAWS OF WASHINGTON COUNTY AND SECTIONS 9-1601 TO 9-1622, INCLUSIVE, OF THE ENVIRONMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND; SUCH BONDS TO BE DESIGNATED AS PROVIDED HEREIN AND THE PROCEEDS THEREOF TO BE APPLIED TO FINANCE OR REIMBURSE COSTS OF ENHANCED NUTRIENT REMOVAL (ENR) UPGRADES AND IMPROVEMENTS TO OR BENEFITING THE COUNTY'S EXISTING CONOCOCHEAGUE WASTEWATER TREATMENT PLANT, TOGETHER WITH RELATED COSTS AND FINANCING COSTS, ALL TO THE EXTENT PERMITTED BY THE ADMINISTRATION; APPROVING THE SUBSTANTIALLY FINAL FORMS OF THE BONDS AND PROVIDING FOR THE EXECUTION AND DELIVERY OF THE BONDS, APPROVING OR PROVIDING FOR THE TERMS AND CONDITIONS FOR THE ISSUANCE AND SALE OF THE BONDS TO THE ADMINISTRATION BY PRIVATE SALE, WITHOUT PUBLIC BIDDING, AND OTHER DETAILS INCIDENT THERETO, AND AUTHORIZING CERTAIN OFFICIALS TO DETERMINE CERTAIN DETAILS OF THE BONDS, ALL WITHIN THE PARAMETERS PROVIDED FOR IN THIS RESOLUTION; APPROVING THE SUBSTANTIALLY FINAL FORMS OF TWO LOAN AGREEMENTS WITH THE ADMINISTRATION, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENTS; AUTHORIZING THE PAYMENT OF FEES OR COSTS PROVIDED FOR IN THE LOAN AGREEMENTS THAT ARE NOT PAYABLE FROM BOND PROCEEDS; PROVIDING FOR THE PLEDGE OF MONEYS THAT THE COUNTY IS ENTITLED TO RECEIVE FROM THE STATE OF MARYLAND, INCLUDING THE COUNTY'S SHARE OF INCOME TAX REVENUES, TO SECURE ITS OBLIGATIONS UNDER THE LOAN AGREEMENTS; ACKNOWLEDGING THE RIGHT OF THE ADMINISTRATION TO ACCELERATE PAYMENT OF EACH BOND UPON A DEFAULT UNDER THE CORRESPONDING LOAN AGREEMENT; AUTHORIZING CERTAIN OFFICIALS TO TAKE CERTAIN ACTIONS UNDER THE LOAN AGREEMENTS; PROVIDING FOR THE DISBURSEMENT OF ADVANCES OF THE BONDS; PLEDGING THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE COUNTY TO THE PAYMENT OF THE BONDS AND PROVIDING THAT, IN THE EVENT THAT OTHER FUNDS AVAILABLE TO THE COUNTY ARE INSUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS, THE COUNTY SHALL LEVY AND COLLECT AD VALOREM TAXES UPON ALL THE LEGALLY ASSESSABLE PROPERTY WITHIN WASHINGTON COUNTY SUFFICIENT TO PROVIDE FOR SUCH PAYMENTS WHEN DUE; MAKING OR PROVIDING FOR THE MAKING OF CERTAIN ELECTIONS, COVENANTS OR DETERMINATIONS PERTAINING TO THE TAX-EXEMPT STATUS OF ONE OF THE BONDS; MAKING CERTAIN FINDINGS CONCERNING DEBT LIMITATIONS OF THE COUNTY; PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND OTHERWISE GENERALLY RELATING TO THE ISSUANCE, SALE, DELIVERY AND PAYMENT OF THE BONDS AUTHORIZED HEREBY.

RECITALS

County Commissioners of Washington County, a body politic and corporate and a political subdivision of the State of Maryland (the “County”), has determined to undertake Enhanced Nutrient Removal (ENR) upgrades and improvements to or benefiting the County’s existing Conococheague Wastewater Treatment Plant, and, in connection with such undertaking, to acquire or pay for the acquisition of necessary property rights and equipment, related site improvements and utilities, related architectural, planning, design, engineering, surveying, bidding, document development, permitting, acquisition, construction, improvement, installation, modification, demolition, removal, renovation, reconstruction, rehabilitation, equipping, inspection, construction administration and related costs, related financial, administrative and legal expenses, and costs of related activities, and has determined to borrow money for the public purpose of financing, reimbursing or refinancing all or a portion of the costs of any components of such activities, including costs of issuance relating to any such borrowing (collectively, the “Project”).

Title 6 of the Code of Public Local Laws of Washington County, as replaced, supplemented or amended (the “Water and Sewer Act”), authorizes and empowers the County to issue and sell its bonds upon the full faith and credit of the County to provide funds for the design, construction, establishment, purchase or condemnation of water, sewerage and drainage systems.

Title VI of the Federal Water Pollution Control Act (commonly known as the “Clean Water Act”), as amended by the Water Quality Act of 1987 (“Title VI”), authorizes the U.S. Environmental Protection Agency (the “EPA”) to award grants to qualifying states to establish and capitalize state water pollution control revolving funds (“SRFs”) for the purpose of providing loans and other forms of financial assistance to finance, among other things, the construction of publicly-owned wastewater treatment facilities, and the implementation of estuary conservation management plans and nonpoint source management programs.

As contemplated by Title VI, the General Assembly of Maryland at its 1988 session enacted the Maryland Water Quality Financing Administration Act, codified at Sections 9-1601 through 9-1622, inclusive, of the Environment Article of the Annotated Code of Maryland (as replaced, supplemented or amended, the “MWQFA Act”), establishing the Maryland Water Quality Financing Administration (the “Administration”) and establishing an SRF designated the Maryland Water Quality Revolving Loan Fund (the “SRF Fund”) to be maintained and administered by the Administration.

The MWQFA Act authorizes the Administration, among other things, to make a loan from the SRF Fund to a “local government” (as defined in the MWQFA Act) for the purpose of financing or refinancing all or a portion of the cost of a “wastewater facility” project (as defined in the MWQFA Act).

The MWQFA Act authorizes a local government to issue one or more bonds, notes or other evidences of obligation (each, a “loan obligation” as defined in the MWQFA Act) to evidence its indebtedness under a loan agreement with respect to a loan from the Administration, to sell any such bond, note or other evidence of obligation to the Administration at private sale,

without public bidding, and to establish a dedicated source of revenues for repayment of such loan.

The County is a “local government” within the meaning of the MWQFA Act, and the Project is a “wastewater facility” project within the meaning of the MWQFA Act and a “project” relating to a “sewerage system” within the meaning of the Water and Sewer Act.

Pursuant to the authority of the Water and Sewer Act and the MWQFA Act, the County has determined to borrow money from the Administration for the public purpose of financing or reimbursing costs of the Project or such components of the Project as the Administration shall approve. The Administration has advised that such borrowing will not close until calendar year 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY:

Section 1. (a) The Recitals to this Resolution are incorporated by reference herein and deemed a substantive part of this Resolution. Capitalized terms used in the Sections of this Resolution that are not defined therein shall have the meanings given to such terms in the Recitals.

(b) References in this Resolution to any official by title shall be deemed to refer (i) to any official authorized under the Code of the Public Local Laws of Washington County, Maryland (the “County Code”) or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting or interim capacity under the County Code or other applicable law or authority, (iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the County Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the County Code, the official, however known, who is charged under the County Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein. For example, the County Code provides for a County Finance Officer who is the director of the Office of Budget and Finance, but the person filling such position is now commonly referred to as the “Chief Financial Officer”. In the event the office of the Chief Financial Officer is vacant at the time the Chief Financial Officer is authorized to take any actions or provide any advice in accordance with the provisions of this Resolution, and no person has been appointed to fill such position in an acting or interim capacity, such actions or advice shall be taken or given by the Director of Budget and Finance unless authority for the matter in question has been assigned to another County official or employee in accordance with Section 2-302 of the County Code.

Section 2. (a) Pursuant to the authority of the Water and Sewer Act and the MWQFA Act, the County hereby determines to borrow money and incur indebtedness for the public purpose of financing or reimbursing costs of the Project, all to the extent permitted by the Administration. The total cost of the Project not otherwise payable from other sources is not expected to exceed One Million Eight Hundred Forty-nine Thousand Six Hundred Sixty Dollars (\$1,849,660.00).

(b) As contemplated by the MWQFA Act, such borrowing and indebtedness shall be made and incurred in accordance with the provisions of two separate loan agreements between the County and the Administration (the “Series 2018A Loan Agreement” and the “Series 2018B Loan Agreement”, respectively, and, collectively, the “Loan Agreements” or, individually, a “Loan Agreement”). The Series 2018A Loan Agreement shall be in substantially the form of Exhibit A attached hereto and made a part hereof. The Series 2018B Loan Agreement shall be in substantially the form of Exhibit B attached hereto and made a part hereof. The County is referred to in each Loan Agreement as the “Borrower”. The Project is identified in each Loan Agreement with a project name of “Conococheague Wastewater Treatment Plant Enhanced Nutrient Removal Upgrade”.

Section 3. (a) Pursuant to the authority of the Water and Sewer Act and the MWQFA Act, and to evidence the payment obligations of the County under the Loan Agreements, the County shall issue and sell, upon its full faith and credit, two series of general obligation bonds for the public purpose of financing or reimbursing costs of one or more components of the Project, all to the extent permitted by the Administration. References to the Project in this Resolution are intended to include any modifications or amendments to components of the Project provided for in the County budget or capital improvement program or through other applicable actions of the Board of County Commissioners of Washington County, the governing body of the County (the “Board”), provided that any such modifications or amendments to be paid from proceeds of the Series 2018A Bond or the Series 2018B Bond identified herein are permitted by the Administration.

(b) One such bond shall be issued in accordance with the Series 2018A Loan Agreement in original principal amount not to exceed One Million Three Hundred Eighty-seven Thousand Two Hundred Forty-five Dollars (\$1,387,245.00) and shall be designated as the “County Commissioners of Washington County Water Quality Bond, Series 2018A” or by such additional or different designation as may be required by the Administration (the “Series 2018A Bond”). The other such bond shall be issued in accordance with the Series 2018B Loan Agreement in original principal amount not to exceed Four Hundred Sixty-two Thousand Four Hundred Fifteen Dollars (\$462,415.00) and shall be designated as the “County Commissioners of Washington County Water Quality Bond, Series 2018B” or by such additional or different designation as may be required by the Administration (the “Series 2018B Bond” and, together with the Series 2018A Bond, the “Bonds”, or, individually, a “Bond”). Payment of the Series 2018B Bond shall be subject to forgiveness by the Administration in accordance with Section 3(n) hereof. Either the President of the Board (the “President”) or the Vice President of the Board (the “Vice President”), whichever such official executes either Bond in accordance with the provisions of Section 4 of this Resolution, on behalf of the County, is hereby authorized and directed to determine and approve the final original principal amounts of the Bonds, provided that the final original principal amount of the Series 2018A Bond shall not exceed One Million Three Hundred Eighty-seven Thousand Two Hundred Forty-five Dollars (\$1,387,245.00) and the final original principal amount of the Series 2018B Bond shall not exceed Four Hundred Sixty-two Thousand Four Hundred Fifteen Dollars (\$462,415.00), such determination and approval to be evidenced conclusively by the President’s or the Vice President’s execution and delivery of the Bonds reflecting such finally determined original principal amounts pursuant to subsection (p) below.

(c) Each Bond shall be dated the date of its delivery and shall be issued in the form of a single, fully-registered bond, without coupons attached. The initial Series 2018A Bond shall be numbered RA-1 and the initial Series 2018B Bond shall be numbered RB-1. Each Bond is referred to in the corresponding Loan Agreement as the “Note.”

(d) Subject to the provisions of subsections (e) and (f) below and the further provisions of this subsection (d), the principal amount of the Series 2018A Bond advanced under the Loan Agreement shall be paid in twenty (20) installments on February 1 in each of the years 2019 through 2038, inclusive, in such amounts as shall be determined by the Administration to achieve, as nearly as possible, roughly level debt service payments (on an annualized basis) after giving effect to the interest rate provided for in subsection (e) of this Section 3. Either the President or the Vice President, whichever such official executes the Series 2018A Bond in accordance with the provisions of subsection (p) below, with the advice of the Chief Financial Officer of the County (the “Chief Financial Officer”), on behalf of the County, is hereby authorized and empowered to approve the amortization schedule for the Series 2018A Bond, calculated as described in this subsection (d), but subject to the further provisions of subsection (f) below, provided that the final original principal amount of the Series 2018A Bond does not exceed One Million Three Hundred Eighty-seven Thousand Two Hundred Forty-five Dollars (\$1,387,245.00), such approval to be evidenced conclusively by the President or the Vice President’s execution and delivery of the Series 2018A Bond in final form in accordance with the provisions of subsection (p) below.

(e) The Series 2018A Bond, or so much of the principal amount thereof as shall have been advanced from time to time under the terms of the Series 2018A Loan Agreement, shall bear interest from its dated date at an annual rate of interest equal to 25% of the average of the Bond Buyer 11-Bond Index for the month prior to the month in which the Series 2018A Bond is delivered, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Interest due on the unpaid principal amounts advanced under the Series 2018A Bond shall accrue on the basis of a 30-day month, 360-day year from the dates of the respective advances of such principal amounts, and shall be paid on August 1, 2018, and semiannually thereafter on the 1st day of February and August in each year until the entire principal amount of the Series 2018A Bond has been paid.

(f) The payment dates provided for in the foregoing subsections (d) and (e) are based on an anticipated date of delivery of the Series 2018A Bond in January 2018 and an estimated completion date for the Project in April 2018. Notwithstanding the foregoing, in the event the Series 2018A Bond, for whatever reason, is not delivered in January 2018, the estimated completion date for the Project is determined prior to the date of delivery of the Series 2018A Bond to be earlier or later than April 2018, or the Administration determines in accordance with its program requirements that a different amortization schedule is necessary, the President or the Vice President, whichever such official executes the Series 2018A Bond, with the advice of the Chief Financial Officer, on behalf of the County, is hereby authorized and directed to adjust and change such principal and interest payment dates provided for or contemplated in subsections (d) and (e) above (including, without limitation, by providing for a first minimum principal payment on a date specified by the Administration and/or by otherwise adjusting the dates on which principal and/or interest will be due) and to approve the amortization schedule for the Series 2018A Bond prepared by the Administration on a roughly level debt service basis (on an annualized basis, and exclusive of any first minimum principal payment due on the Series 2018A Bond specified by the

Administration), all as required by the Administration in order to meet the requirements of Section 9-1605(d)(1)(ii) of the MWQFA Act or to meet other requirements of the Administration, provided that the final original principal amount of the Series 2018A Bond shall not exceed One Million Three Hundred Eighty-seven Thousand Two Hundred Forty-five Dollars (\$1,387,245.00), such approval and adjustment to be evidenced conclusively by the President's or the Vice President's execution and delivery of the Series 2018A Bond in final form in accordance with the provisions of subsection (p) below.

(g) If the Administration determines at any time to reduce the maximum amount of the Loan Commitment (as defined in the Series 2018A Loan Agreement) relating to the Series 2018A Bond in accordance with Section 3.08 of the Series 2018A Loan Agreement, the Maximum Principal Amount (as defined in the Series 2018A Bond) of the Series 2018A Bond shall be reduced accordingly and such Maximum Principal Amount as so reduced shall be amortized as provided in the Series 2018A Loan Agreement. In such event, as determined by the Administration, the County may execute and deliver (in the manner provided in subsection (p) below for the original delivery of the Series 2018A Bond) a new Series 2018A Bond evidencing such reduction in the Loan Commitment and/or such other certificates, documents or instruments as the Administration may require pursuant to Section 3.08 of the Series 2018A Loan Agreement. The President or the Vice President, on behalf of the County, is hereby authorized and directed to approve, execute and deliver any such other certificates, documents or instruments required by the Administration under Section 3.08 of the Series 2018A Loan Agreement.

(h) The County shall pay (i) a late charge for any payment of principal or interest on the Series 2018A Bond that is received later than the tenth (10th) day following its due date, in an amount equal to 5% of such payment, and (ii) interest on overdue installments of principal and (to the extent permitted by law) interest at a rate equal to the Default Rate provided for in the Series 2018A Loan Agreement, which Default Rate shall be equal to 100% of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Series 2018A Bond is delivered, provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion. Amounts payable pursuant to this subsection (h) shall be immediately due and payable to the Administration, and interest at the Default Rate shall continue to accrue on overdue installments of principal and (to the extent permitted by law) interest until such amounts are paid in full.

(i) The Series 2018A Bond shall be subject to prepayment prior to maturity only as provided in Section 3.10 of the Series 2018A Loan Agreement.

(j) Unless the Board provides otherwise by resolution adopted prior to delivery of the Series 2018A Bond, the Series 2018A Bond shall be issued in substantially the form of Exhibit F to the substantially final form of the Series 2018A Loan Agreement that is attached hereto as Exhibit A. Appropriate variations and insertions to provide dates, numbers and amounts, and modifications not altering the substance of the Series 2018A Bond, including, without limitation, to reflect matters determined in accordance with subsections (b) through (f) of this Section 3, may be made by the President or the Vice President, whichever such official executes the Series 2018A Bond in accordance with subsection (p) below, with the advice of the Chief Financial Officer. All of the covenants contained in the form of Series 2018A Bond set forth as Exhibit F to the substantially final form of the Series 2018A Loan Agreement attached hereto as Exhibit A, as the Series 2018A Bond may be finally completed as provided herein, are hereby adopted by the County as and for the

form of obligation to be incurred by the County, and the covenants and conditions are hereby made binding upon the County, including the promise to pay therein contained. The execution of the Series 2018A Bond by the President or the Vice President shall be conclusive evidence of the approval by the County of all changes in or additions to the form of the Series 2018A Bond and of the due execution of the Series 2018A Bond by the County.

(k) The principal advanced under the Series 2018B Loan Agreement shall be payable upon demand by the Administration in accordance with the Series 2018B Loan Agreement, together with interest at an annual rate equal to one hundred percent (100%) of the average of the Bond Buyer 11-Bond Index for the calendar month prior to the month in which the Series 2018B Bond is delivered (provided that the rate determined by such calculation may be rounded down by the Administration in its sole discretion) accruing from the date on which such demand is made by the Administration, which demand may be made at any time prior to that date which is the ten (10) year anniversary of the date of delivery of the Series 2018B Bond.

(l) The County shall pay a late charge for any payment of principal of or interest on the Series 2018B Bond that is received later than the thirtieth (30th) day following the date of demand, in an amount equal to 5% of such payment.

(m) If the Administration determines at any time following delivery of the Series 2018B Bond to reduce the maximum amount of the Loan Commitment (as defined in the Series 2018B Loan Agreement) relating to the Series 2018B Bond in accordance with Section 3.08 of the Series 2018B Loan Agreement, the Maximum Principal Amount (as defined in the Series 2018B Bond) of the Series 2018B Bond shall be reduced accordingly. In such event, as determined by the Administration, the County may execute and deliver (in the manner provided in subsection (p) below for the original delivery of the Series 2018B Bond) a new Series 2018B Bond evidencing such reduction in the Loan Commitment relating to the Series 2018B Bond and/or such other certificates, documents or instruments as the Administration may require pursuant to Section 3.08 of the Series 2018B Loan Agreement. The President or the Vice President, on behalf of the County, is hereby authorized and directed to approve, execute and deliver any such other certificates, documents or instruments required by the Administration under Section 3.08 of the Series 2018B Loan Agreement.

(n) PURSUANT TO THE CLEAN WATER ACT, AS AMENDED BY FEDERAL APPROPRIATION OR AUTHORIZATION ACTS, AND SECTION 9-1605(d)(9) OF THE MWQFA ACT, THE ADMINISTRATION SHALL FORGIVE REPAYMENT OF THE PRINCIPAL AMOUNT OF THE LOAN (AS DEFINED IN THE SERIES 2018B LOAN AGREEMENT) AND THE INTEREST PAYABLE THEREON UNDER ARTICLE III OF THE SERIES 2018B LOAN AGREEMENT AND THE SERIES 2018B BOND SO LONG AS THE COUNTY PERFORMS ALL OF ITS OTHER OBLIGATIONS UNDER THE SERIES 2018B LOAN AGREEMENT. UPON DETERMINATION BY THE ADMINISTRATION THAT ANY SUCH OTHER OBLIGATIONS UNDER THE SERIES 2018B LOAN AGREEMENT HAVE NOT BEEN PERFORMED BY THE COUNTY, PAYMENT OF THE PRINCIPAL OF THE LOAN EVIDENCED BY THE SERIES 2018B BOND AND THE INTEREST THEREON FROM THE DATE OF DEMAND AT THE RATE DETERMINED IN ACCORDANCE WITH SUBSECTION (k) ABOVE WILL BE DUE AND PAYABLE UPON DEMAND. IF THE ADMINISTRATION HAS NOT DEMANDED PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2018B BOND BY THAT DATE WHICH IS THE TEN (10) YEAR

ANNIVERSARY OF THE DATE OF DELIVERY OF THE SERIES 2018B BOND, THEN THE ADMINISTRATION SHALL BE DEEMED TO HAVE FORGIVEN REPAYMENT OF THE LOAN EVIDENCED BY THE SERIES 2018B BOND AND INTEREST THEREON, THE SERIES 2018B BOND SHALL BE DEEMED CANCELLED AND THE LOAN EVIDENCED BY THE SERIES 2018B BOND AND THE SERIES 2018B LOAN AGREEMENT SHALL BE DEEMED TERMINATED AND OF NO FURTHER FORCE AND EFFECT.

(o) Unless the Board provides otherwise by resolution adopted prior to issuance of the Series 2018B Bond, the Series 2018B Bond shall be issued in substantially the form of Exhibit F to the substantially final form of the Series 2018B Loan Agreement that is attached hereto as Exhibit B. Appropriate variations and insertions to provide dates, numbers and amounts, and modifications not altering the substance of the Series 2018B Bond, including, without limitation, to reflect matters determined in accordance with subsections (k) through (n) of this Section 3, may be made by the President or the Vice President, whichever such official executes the Series 2018B Bond in accordance with subsection (p) below, with the advice of the Chief Financial Officer. All of the covenants contained in the form of Series 2018B Bond set forth as Exhibit F to the substantially final form of the Series 2018B Loan Agreement attached hereto as Exhibit B, as the Series 2018B Bond may be finally completed as provided herein, are hereby adopted by the County as and for the form of obligation to be incurred by the County, and the covenants and conditions are hereby made binding upon the County, including the promise to pay therein contained. The execution of the Series 2018B Bond by the President or the Vice President shall be conclusive evidence of the approval by the County of all changes in or additions to the form of the Series 2018B Bond and of the due execution of the Series 2018B Bond by the County.

(p) Each Bond shall be executed in the name of the County and on its behalf by the President or the Vice President. The corporate seal of the County shall be affixed to each Bond and attested by the signature of the County Clerk. In the event any official whose signature shall appear on a Bond shall cease to be such official prior to the delivery of such Bond, or, in the event any such official whose signature shall appear on a Bond shall have become such after the date of delivery thereof, such Bond shall nevertheless be a valid and binding obligation of the County in accordance with its terms.

(q) Both the principal of and interest on the Bonds will be paid to the registered owners thereof in lawful money of the United States of America, at the time of payment, and will be paid by electronic funds transfer, or by check or draft mailed (by depositing such check or draft, correctly addressed and postage prepaid, in the United States mail before the payment date) to the registered owners at such addresses as the registered owners may designate from time to time by notice in writing delivered to the Chief Financial Officer.

(r) The Series 2018A Bond shall be transferable only after the first principal payment date as set forth in the Series 2018A Bond or the date upon which the Maximum Principal Amount of the Series 2018A Bond has been borrowed, whichever is earlier, as provided in the substantially final form of the Series 2018A Bond that is attached as Exhibit F to the substantially final form of the Series 2018A Loan Agreement attached hereto as Exhibit A, and the Series 2018B Bond shall be transferable only after the date upon which the Maximum Principal Amount of the Series 2018B Bond has been borrowed. Each Bond shall be transferable upon the books of the County at the office of the Chief Financial Officer, by the registered owner in person or by his attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer

satisfactory to the Chief Financial Officer, duly executed by such registered owner or his duly authorized attorney. References in this Resolution to a Bond shall be deemed to refer to any bond or bonds transferred for such Bond in accordance with the provisions of such Bond and references in this Resolution to the registered owner of a Bond shall be deemed to refer to any or all of the registered owners of bonds of such series as contemplated by such Bond.

(s) In the event of a discrepancy between the provisions of a Bond and this Resolution, the provisions of the applicable Bond shall control. The County agrees to abide by and perform the covenants and agreements set forth in the Bonds as finally executed and delivered in accordance with this Section 3 as through such covenants and agreements were set forth in full in this Resolution.

Section 4. (a) As authorized by the Water and Sewer Act and the MWQFA Act, the County hereby determines to sell the Bonds to the Administration by private sale, without public bidding, which sale by private sale is hereby deemed by the County to be in its best interest and in the interest of its citizens due, in part, to the benefit of the structures of the Bonds as draw-down obligations and the beneficial interest rates and, with respect to the Series 2018B Bond, the potential for forgiveness and early termination of the Series 2018B Bond. Therefore, and pursuant to the authority of the Water and Sewer Act and the MWQFA Act, each Bond shall be sold to the Administration by private sale, without public bidding, for a price of the par amount of such Bond (such purchase price to be advanced in accordance with the corresponding Loan Agreement) or such of the principal amount of such Bond as is advanced to the County.

(b) The Series 2018A Bond shall be sold to the Administration and the purchase price of the Series 2018A Bond shall be advanced to the County in accordance with the Series 2018A Loan Agreement. The Series 2018B Bond shall be sold to the Administration and the purchase price of the Series 2018B Bond shall be advanced to the County in accordance with the Series 2018B Loan Agreement. The terms and conditions of each Loan Agreement, as completed as provided in this Section 4, are hereby incorporated by reference herein and approved by and adopted as the obligations of the County.

(c) The substantially final forms of the Loan Agreements respectively attached hereto as Exhibit A and as Exhibit B reflect the expectation, as of the date of introduction of this Resolution, that the final original principal amount of the Series 2018A Bond will be One Million Three Hundred Eighty-seven Thousand Two Hundred Forty-five Dollars (\$1,387,245.00) and the final original principal amount of the Series 2018B Bond will be Four Hundred Sixty-two Thousand Four Hundred Fifteen Dollars (\$462,415.00). The President or the Vice President, on behalf of the County, is hereby authorized and directed to complete, execute and deliver each Loan Agreement for and in the name of the County with such changes, insertions and deletions as are approved by such official to reflect matters determined in accordance with Section 3 hereof, to comply with program requirements of the Administration or to complete the exhibits to the substantially final forms of the Loan Agreements attached hereto, or as are determined by such official not to be materially adverse to the interests of the County, such approval to be evidenced conclusively by such official's execution and delivery of each Loan Agreement in final form. The County expressly recognizes that the forms of the Loan Agreements respectively attached hereto as Exhibit A and Exhibit B are the forms used by the Administration for loans closing in calendar year 2017, and the final forms of the Loan Agreements may include modifications required by the Administration to be included in the forms of Loan Agreements used for loans closing in calendar year 2018.

(d) Notwithstanding anything to the contrary contained in this Resolution advances under the Loan Agreements or the Bonds, payment or prepayment of the principal of and interest on the Bonds, and transfer or exchange of the Bonds shall be made in accordance with the corresponding Loan Agreements. In the event of a discrepancy between the provisions of this Resolution and either Loan Agreement, the provisions of the applicable Loan Agreement shall control. The County agrees to abide by and perform the covenants and agreements set forth in the Loan Agreements as finally executed and delivered in accordance with this Section 4 as though such covenants and agreements were set forth in full in this Resolution.

(e) The County is hereby authorized and directed to pay any fees or costs provided for in the Loan Agreements that are not payable from Bonds proceeds, including, without limitation, any Administrative Fee payments provided for in the Series 2018A Loan Agreement, and any other costs and expenses relating to the Bonds or the Loan Agreements. The County hereby expressly acknowledges its absolute and unconditional obligation to make such payments.

(f) As authorized by Section 9-1606(d) of the MWQFA Act, the County hereby pledges any moneys that the County is entitled to receive from the State of Maryland, including the County's share of the income tax revenues collected by the State, to secure its obligations under the Loan Agreements, subject to any limitations on such pledge provided for in the Loan Agreements in accordance with this Section 4. Such pledge shall be evidenced by and detailed in the Loan Agreements.

(g) The County hereby acknowledges the provisions of Article IV of each Loan Agreement (Events of Default and Remedies), which allow for, among other remedies, all payments on the applicable Bond to be declared immediately due and payable upon the occurrence of an Event of Default provided for in such Loan Agreement.

Section 5. As soon as may be practicable within calendar year 2018 after the adoption of this Resolution, the Bonds shall be suitably prepared in definitive form, executed and delivered to the Administration upon a date or dates mutually satisfactory to the Administration and the Chief Financial Officer. The following County officials: the President, the Vice President, the County Administrator, the Chief Financial Officer, the Director of Budget and Finance, the County Clerk, and all other appropriate officials and employees of the County are expressly authorized, empowered and directed to (i) take any and all action necessary to complete and close the sale and delivery of the Bonds to the Administration and to negotiate, approve, execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith and (ii) to do all acts and things required of them by the provisions of this Resolution, the Loan Agreements and the Bonds for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements of this Resolution, the Loan Agreements and the Bonds. Each of the President, the County Administrator and the Chief Financial Officer is hereby expressly authorized to take any necessary actions under the Loan Agreements or the Bonds in order to requisition advances on behalf of the County. Each of the President, the County Administrator and the Chief Financial Officer is hereby expressly designated as an "Authorized Officer" for purposes of each Loan Agreement. The Board hereby ratifies, confirms and approves any actions taken to date by the President, the Vice President, the County Administrator, the Chief Financial Officer, the Director of Budget and Finance or the Deputy Director of Budget and Finance in connection with the transactions contemplated by this Resolution, including, without limitation, the execution and

delivery by the Deputy Director of Budget and Finance of the Loan Proceeds Questionnaire and Certificate pertaining to the Series 2018A Bond.

Section 6. Each advance of the proceeds of a Bond shall be paid directly to the County and shall be deposited by the Chief Financial Officer or other appropriate County official in the proper account or accounts, or shall be paid at the direction of the Authorized Officer, or shall be paid as otherwise required by the Administration. Advances under the Bonds shall be used and applied by the County exclusively and solely for the public purpose described in Section 2 hereof.

Section 7. (a) The principal of and interest on the Bonds when due shall be payable in the first instance from revenues of the wastewater system (within the meaning of the MWQFA Act) serving the County, including fees for use of or connection to such system or any special assessments or other charges imposed by the County pursuant to the Water and Sewer Act, all to the extent available for such purpose; however, such revenues are not specifically pledged to the payment of principal of and interest on the Bonds. In addition, subject to any applicable limitations of the Internal Revenue Code of 1986, as amended (the "Code") with respect to the Series 2018A Bond, the County may apply to the payment of the principal of and interest on the Bonds any funds received by it and available for such purpose from the State of Maryland, the United States of America, any agency or instrumentality thereof, or from any other source. In the event that the funds available to the County from all sources are insufficient to pay the Bonds, together with the interest due thereon, the County, in each and every fiscal year in which a Bond is outstanding, shall levy and collect ad valorem taxes upon all the legally assessable property within the corporate limits of Washington County at a rate and in an amount sufficient to provide for such payments when due, together with accrued interest to the date of payment. In the event the proceeds from the taxes so levied in any fiscal year are inadequate for the above purposes, the County shall levy additional taxes in the succeeding fiscal year to make up any deficiency. The full faith and credit and unlimited taxing power of the County are hereby unconditionally pledged to the payment of the principal of and interest on the Bonds.

(b) Wastewater system revenues (which may be referred to as sewer user charges in the Loan Agreements) are intended to be the dedicated source of revenues required by Section 9-1605(d)(1)(iii) of the MWQFA Act with respect to the Bonds.

Section 8. (a) On the date of issuance of the Series 2018A Bond, (i) the President or the Vice President and (ii) the Chief Financial Officer shall be responsible for the execution and delivery to counsel rendering an opinion on the validity of the Series 2018A Bond of a certificate of the County which complies with the requirements of Section 103 and Sections 141 through 150, inclusive, of the Code and the applicable regulations thereunder. Such officials are hereby authorized, on behalf of the County, to make in such certificate any elections, determinations or designations authorized or required by the Code and the applicable regulations thereunder.

(b) The County shall set forth in said certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Series 2018A Bond, or of any moneys, securities or other obligations which may be deemed to be proceeds of the Series 2018A Bond pursuant to Section 148 of the Code or the applicable regulations (collectively, the "Series 2018A Bond Proceeds"). The County covenants with the holder of the Series 2018A Bond that the facts, estimates and circumstances set forth in such

certificate will be based on the County's reasonable expectations on the date of issuance of the Series 2018A Bond and will be, to the best of the knowledge of the persons executing such certificate, true, correct and complete as of that date.

(c) The County covenants with the holder of the Series 2018A Bond that it will not use, or permit the use of any of, the Series 2018A Bond Proceeds or any other funds of the County, directly or indirectly, to acquire any securities or obligations, and will not take or permit to be taken or fail to take any other action or actions which would cause the Series 2018A Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and said regulations or that would otherwise cause the interest on the Series 2018A Bond to be includable in gross income of the holder of the Series 2018A Bond for federal income tax purposes.

(d) The County further covenants that it will comply with Section 148 of the Code and the applicable regulations and such other requirements of the Code that are applicable to the Series 2018A Bond on the date of issuance of the Series 2018A Bond and which may subsequently lawfully be made applicable to the Series 2018A Bond.

(e) The County will hold and shall invest any Series 2018A Bond Proceeds within its control (if such proceeds are invested) in accordance with the expectations of the County set forth in said certificate.

(f) The County shall make timely payment of any rebate amount or payment in lieu thereof (or installment thereof) required to be paid to the United States of America in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Series 2018A Bond and shall include with any such payment such other documents, certificates or statements as shall be required to be included therewith under then applicable law and regulations.

(g) The President or the Vice President and the Chief Financial Officer may execute a certificate or certificates supplementing or amending said certificate, and actions taken by the County subsequent to the execution of such certificate shall be in accordance with said certificate as amended or supplemented; provided, however, that the County shall execute any such certificate only upon receipt by it of an opinion of bond counsel addressed to the County to the effect that actions taken by the County in accordance with the amending or supplementing certificate will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2018A Bond.

(h) The County shall retain such records as necessary to document the investment and expenditure of Series 2018A Bond Proceeds, the uses of Series 2018A Bond Proceeds and of the facilities financed with such proceeds, together with such other records as may be required by the tax certificate or the Internal Revenue Service in order to establish compliance with requirements of the Code and the regulations thereunder as conditions to the exclusion from gross income for federal income tax purposes of interest on the Series 2018A Bond.

Section 9. It is hereby determined that (i) the total unpaid bonded indebtedness of the County issued pursuant to Section 6-401 of the Water and Sewer Act, less the amount of any sinking funds or reserves for payment of any bonded indebtedness previously issued under such Section of the Water and Sewer Act at the date of adoption of this Resolution is \$31,518,469; (ii)

the total assessed valuation of all property within Washington County subject to County taxation as of the end of the fiscal year of the County most recently concluded was \$12,180,624,620; and (iii) the total amount of bonded indebtedness set out in clause (i) of this Section, together with the maximum original principal amounts of the Bonds, will not exceed 10% of the total assessed valuation specified in clause (ii) of this Section. Accordingly, it is hereby found and determined that the issuance, sale, execution and delivery of the Bonds is within the debt limit provided for in the Water and Sewer Act.

Section 10. Notwithstanding anything to the contrary contained in this Resolution, the County shall use and apply proceeds of the Bonds only as permitted by the Loan Agreements, the Clean Water Act and the MWQFA Act (which is referred to in the Loan Agreements as the "Act").

Section 11. The provisions of this Resolution shall be liberally construed in order to effectuate the transactions contemplated by this Resolution.

Section 12. This Resolution shall take effect from the date of its adoption.

Adopted this _____ day of _____, 2017.

(SEAL)

ATTEST:

COUNTY COMMISSIONERS OF
WASHINGTON COUNTY

Vicki C. Lumm, County Clerk

By: _____
Terry L. Baker, President
Board of County Commissioners
of Washington County

Approved as to form and legal sufficiency:

John M. Martirano
County Attorney

#199588;50052.033

EXHIBIT A

SUBSTANTIALLY FINAL FORM OF SERIES 2018A LOAN AGREEMENT

[See Attached]

EXHIBIT B

SUBSTANTIALLY FINAL FORM OF SERIES 2018B LOAN AGREEMENT

[See Attached]



Agenda Report Form

Open Session Item

SUBJECT: Extension of Sunset Date Provided for in Resolution No. RS-2016-16, which Established the Conococheague Development District, from December 31, 2017 to December 31, 2018

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: Sara L. Greaves, Deputy Director of Budget and Finance and Lindsey A. Rader, Bond Counsel for Washington County

RECOMMENDED MOTION: Move to approve the resolution amending and supplementing Resolution No. RS-2016-16 in order to extend the sunset date provided for therein from December 31, 2017 to December 31, 2018, as presented.

REPORT-IN-BRIEF: County Commissioners of Washington County (the “County”) has offered certain potential incentives to Dot Foods, Inc. (“DFI”) to expand its business currently located in the County at 16301 Elliott Parkway, Williamsport, including tax increment financing (“TIF”). As a first step in the process and pursuant to the Maryland Tax Increment Financing Act (the “TIF Act”), the Board of County Commissioners (the “Board”) adopted Resolution No. RS-2016-16 on September 13, 2016 (i) designating a contiguous area as the Conococheague Development District, a development district for purposes of the TIF Act (the “District”), and (ii) creating and providing for the funding of the special fund required by the TIF Act. Pursuant to the TIF Act, the original assessable base of property within the District was fixed as of January 1, 2015 due to the fact that Resolution No. RS-2016-16 was adopted in calendar year 2016. Resolution No. RS-2016-16 provides that if no Bonds (as defined therein) are issued with respect to the District by December 31, 2017, Resolution No. RS-2016-16 will be automatically revoked. DFI has experienced a delay in finalizing its expansion plans and has advised County representatives that it expects to firm up such plans by the end of 2017. Extending the sunset date as provided in the proposed resolution preserves the date as of which the original assessable base of property within the District will be calculated if the County ultimately issues TIF bonds with respect to the District pursuant to the TIF Act. It is fairly common with anticipated TIF bond financings for an issuer to extend the sunset date provided for in a designation resolution.

DISCUSSION: Adoption of the proposed resolution does not obligate the County to issue any TIF bonds; such adoption will merely preserve the establishment of the District and related matters and extend the sunset date. Before any TIF bonds are issued (i) the Board will need to pass a bond ordinance in accordance with the TIF Act authorizing the maximum principal amount of TIF bonds to be issued, specifying the maximum interest rate for such TIF bonds and

delegating to the President of the Board authority to determined final details of the financing, (ii) County staff, the County's bond counsel and financial advisor, and DFI representatives and DFI's counsel will negotiate and prepare documents providing for the financing and (iii) the President of the Board will deliver one or more executive orders finalizing TIF bond details and approving the bond documents. All such additional legislation and documentation will have to be satisfactory to County representatives.

FISCAL IMPACT: Until any TIF bonds are issued, any incremental tax revenues collected from properties in the District may be used by the County for any legal purpose. As provided in Resolution No. RS-2016-16, to the extent any TIF bonds are issued to DFI or an affiliate of DFI with respect to the District for initial financing purposes, and for a period of up to two real property tax collection cycles beyond the stated maturity date of such TIF bonds if not paid by their stated maturity, no excess incremental tax revenues will be available to the County for other purposes (to the extent debt service and related costs are covered, excess incremental tax revenues will be applied to prepay or redeem such TIF bonds). (Excess incremental tax revenues are determined with respect to the original assessable base of properties within the District.) Any TIF bonds will NOT be backed by a pledge of the County's full faith and credit and unlimited taxing power, and the County will have no obligation to pay any such TIF bonds except from collected incremental tax revenues in accordance with the TIF Act. The proposed resolution does not affect any of these provisions of Resolution No. RS-2016-16.

CONCURRENCES: Robert J. Slocum, County Administrator, and John M. Martirano, County Attorney.

ALTERNATIVES: If Resolution No. RS-2016-16 is allowed to expire by its terms and the County determines to approve TIF financing for the benefit of DFI at a later date, the original assessable base of property within the District, when re-established, is likely to have increased, thereby reducing the incremental tax revenues available to support debt service on any approved TIF bonds and related costs. If the incremental tax revenues available to support debt service are reduced in such an instance, DFI may determine not to pursue its expansion plans because the amount of financing available through the County will have decreased. If the incremental tax revenues available to support debt service are reduced in such instance and the County and DFI determine to proceed with TIF financing, the likelihood that excess incremental tax revenues will be available to prepay the TIF bonds earlier than their stated maturity is reduced as the original assessable base is increased. If DFI determines not to pursue TIF financing through the County after the proposed resolution is adopted, the Board may revoke Resolution No. RS-2016-16, as amended and supplemented, at a later date or let it expire by its terms in accordance with the extended sunset date.

ATTACHMENTS: Resolution.

AUDIO/VISUAL NEEDS: N/A

RESOLUTION NO. RS-2017-

A RESOLUTION FOR THE PURPOSE OF AMENDING AND SUPPLEMENTING RESOLUTION NO. RS-2016-16, WHICH ESTABLISHED THE CONOCOCHIEAGUE DEVELOPMENT DISTRICT AND PROVIDED FOR RELATED MATTERS PURSUANT TO THE TAX INCREMENT FINANCING ACT IDENTIFIED THEREIN, IN ORDER TO EXTEND THE SUNSET DATE PROVIDED FOR IN RESOLUTION NO. RS-2016-16 FROM DECEMBER 31, 2017 TO DECEMBER 31, 2018.

RECITALS

1. Pursuant to the authority of Sections 12-201 through 12-213, inclusive, of the Economic Development Article of the Annotated Code of Maryland (the “Tax Increment Financing Act”), the Board of County Commissioners of Washington County (the “Board”) on September 13, 2016 adopted Resolution No. RS-2016-16 (the “Original Designation Resolution”) in order to (i) designate a contiguous area in County Commissioners of Washington County, a Maryland political subdivision (the “County”), as the Conococheague Development District, a “development district” for purposes of the Tax Increment Financing Act (the “District”), (ii) create and provide for the funding of a “special fund” (within the meaning of the Tax Increment Financing Act) designated as the Conococheague Development District Tax Increment Fund, and (iii) provide for use of moneys in such special fund.

2. The County created the District and took related actions pursuant to the Original Designation Resolution at the request of Dot Foods, Inc. (the “Company”), which maintains a food distribution business at 16301 Elliott Parkway, Williamsport, Maryland in an unincorporated area of the County and had communicated to the County its intention (i) to construct a new truck maintenance facility and a parking area/truck staging area and (ii) to renovate an existing warehouse and construct a warehouse expansion in order to expand its business in Washington County. The Company had requested that the County provide financing or reimbursement of a portion of the costs of certain infrastructure improvements in connection with such expansion by issuing one or more series of revenue bonds as authorized by the Tax Increment Financing Act. As recited in the Original Designation Resolution, establishment of the District and the related matters provided for in the Original Designation Resolution was only a first step in the potential financing process. To date, no such Bonds (as defined in the Original Designation Resolution) have been authorized or issued.

3. Section 9 of the Original Designation Resolution provides that in the event no Bonds are issued pursuant to the Tax Increment Financing Act for the purposes contemplated by the Original Designation Resolution on or before December 31, 2017, the Original Designation Resolution shall be automatically revoked without further action by the Board and shall be considered terminated, null and void.

4. The Company has experienced delays in finalizing its planned expansion. Representatives of the Company have communicated their intention to finalize plans by the end of 2017. Because no Bonds have been authorized and no Bonds will be issued by December 31, 2017, the County is willing to extend the sunset date provided for in the Original Designation Resolution by 12 months.

5. By adopting this Resolution, the County is not authorizing the issuance of any Bonds within the meaning of the Original Designation Resolution. Any such authorization will require separate legislative action of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, THAT:

Section 1. From and after the effective date of this Resolution, the provisions of Section 9 of the Original Designation Resolution shall be deleted in their entirety and inserted in place thereof shall be the following:

“Section 9. SUNSET DATE. In the event no Bonds are issued pursuant to the Tax Increment Financing Act for the purposes contemplated by this Resolution on or before December 31, 2018, this Resolution shall be automatically revoked without further action by the Board and shall be considered terminated, null and void; provided that, in such event the Board and appropriate officials, officers and employees of the County may take such actions as may be necessary in accordance with the provisions of the Tax Increment Financing Act to provide for the expenditure or transfer of any moneys then on deposit in the Tax Increment Fund subsequent to such date.”

Section 2. From and after the effective date of this Resolution, the Original Designation Resolution shall be deemed amended and supplemented as provided herein and all other terms and provisions of the Original Designation Resolution shall remain in full force and effect.

Section 3. This Resolution shall take effect from the date of its adoption.

[CONTINUED ON FOLLOWING PAGE]

Adopted this _____ day of _____, 2017.

(SEAL)

ATTEST:

COUNTY COMMISSIONERS OF
WASHINGTON COUNTY

Vicki C. Lumm
County Clerk

By: _____
Terry L. Baker, President
Board of County Commissioners
of Washington County

Approved as to form and legal sufficiency:

John M. Martirano
County Attorney

#200466;50052.024



Agenda Report Form

SUBJECT: Economic Development Commission

PRESENTATION DATE: Tuesday, November 28, 2017, Noon to 1pm

PRESENTATION BY: Leslie Hart and the Washington County Agriculture Marketing Committee

RECOMMENDED MOTION: No motion needed

REPORT-IN-BRIEF: The Washington County Agriculture Marketing Committee members will enjoy a local lunch with the Commissioners and discuss the challenges and opportunities that the Agricultural community face in Washington County and Maryland.

DISCUSSION: Open discussion about Washington County Agricultural industry.

FISCAL IMPACT: None

CONCURRENCES:

ALTERNATIVES:

ATTACHMENTS:

AUDIO/VISUAL TO BE USED: None

Washington County Agricultural Marketing Committee Members

Dan Norris, President

Tracey Forsythe

Jill Hudson Miller

Jim Matheny

Katie Carr

Mary McDougal

Terry Shank

Jeff Semler Ex-officio

Paul Frey, Ex-officio

Kassie Lewis, Ex-officio

Leslie Hart

Brooks Long, President Washington County Farm Bureau



Agenda Report Form

Open Session Item

SUBJECT: Presentation of the June 30, 2017 audited financial statements

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: Kim Edlund, Director of Budget and Finance and Christopher Lehman and Bill Seymour, Partners of SB&Company

RECOMMENDED MOTION: The presentation is for informational purpose.

REPORT-IN-BRIEF: The external independent auditors will review the scope of services, the audit process, and required communications. They will also report the results of the audit.

DISCUSSION: General discussion by external auditor and Chief Financial Officer on various funds of Washington County.

FISCAL IMPACT: The audit report updates the fiscal condition of the County as of the fiscal year ending June 30, 2017.

CONCURRENCES: Not applicable

ALTERNATIVES: Not applicable

ATTACHMENTS: Financial statements were distributed as a separate bound document prior to the presentation.

AUDIO/VISUAL NEEDS: The auditors have a slide presentation.

SB & COMPANY, LLC

Knowledge • Quality • Client Service



**Presentation to the Board of County
Commissioners**

November 28, 2017





INTRODUCTIONS

KNOWLEDGE

QUALITY

CLIENT SERVICE



Engagement Team Leadership

SB & Company, LLC

- ❖ **William Seymour, Client Service Partner**
- ❖ **Chris Lehman, Engagement Partner**





EXECUTIVE SUMMARY

KNOWLEDGE

QUALITY

CLIENT SERVICE



Scope of Services

- Audit of the June 30, 2017, financial statements
- Performance of the Uniform Guidance Single Audit
- Preparation of Form 990's for the Golf Course and Agriculture Center
- Compilation of the County's Agriculture Land Transfer Tax Revenues and Expenditures
- Agreed upon procedures report for the landfill report
- Schedule of Fire and Rescue Expenditures
- Audit of 9-1-1 trust fund
- Detention Center agreed upon procedures
- State Charitable Registration
- Prepared Uniform Financial Report
- Preparation of Data Collection Form



Summary of the Results

- Issued an unmodified opinion on the financial statements
- We did not discover any instances of fraud
- Discovered no material weaknesses in internal controls
- Received full cooperation from management
- Implementation of GASB 74 for other post employment benefits (OPEB)
- Audit journal entries
 - No audit journal entries noted



AUDIT PROCESS

KNOWLEDGE

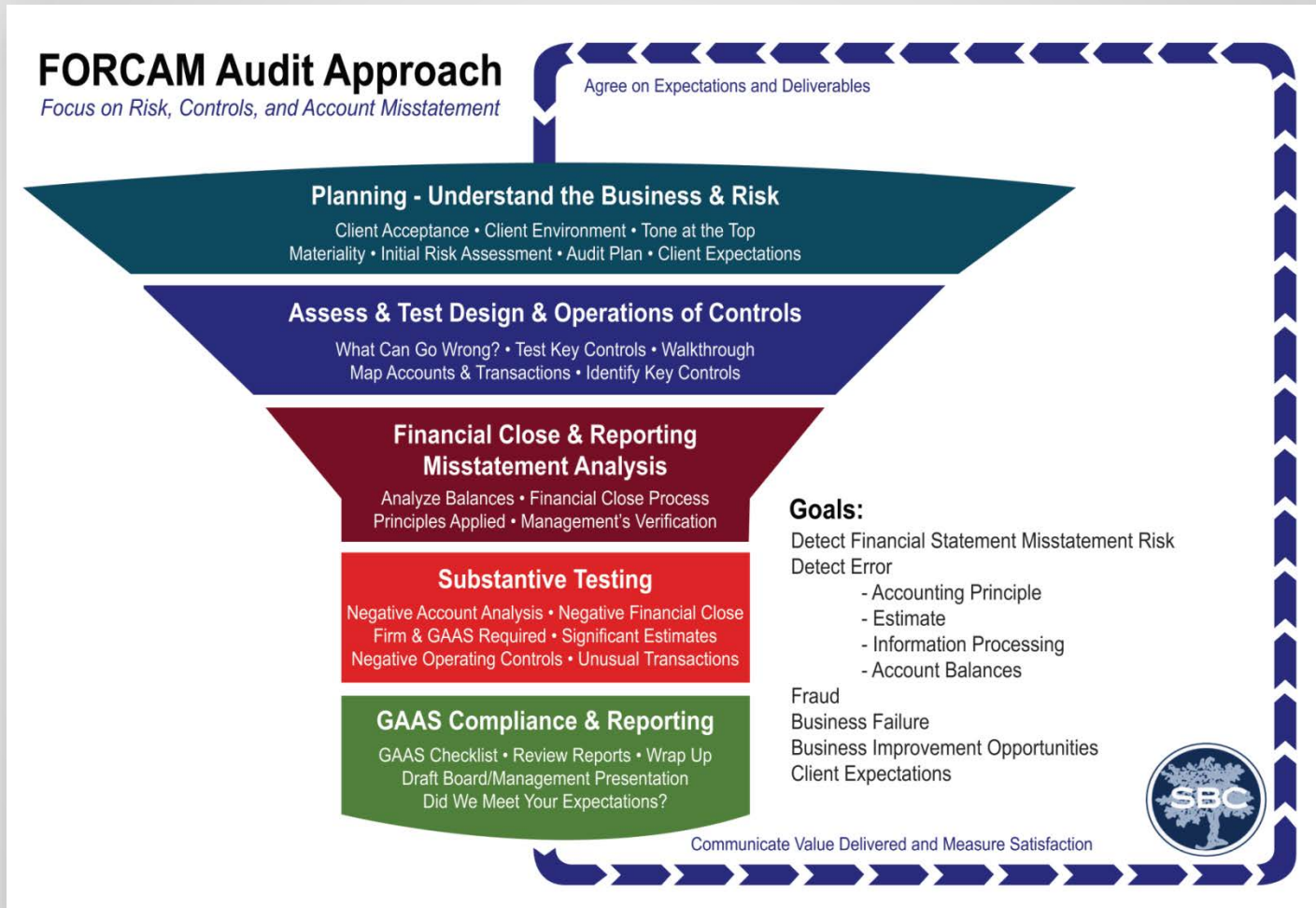
QUALITY

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FORCAM Audit Approach

“Focus on Risk, Controls and Account Misstatement”







Assessment of Control Environment

Area	Points to Consider	Our Assessment
Control Environment	<ul style="list-style-type: none">▪ Key executive integrity, ethical, and behavior▪ Control consciousness and operating style▪ Commitment to competence▪ Board's participation in governance and oversight▪ Organizational structure, responsibility, and authority▪ HR policies and procedures	
Risk Assessment	<ul style="list-style-type: none">▪ Mechanisms to anticipate, identify, and react to significant events▪ Processes and procedures to identify changes in GAAP, business practices, and internal control	
Control Activities	<ul style="list-style-type: none">▪ Existence of necessary policies and procedures▪ Clear financial objectives with active monitoring▪ Logical segregation of duties▪ Periodic comparisons of book-to-actual and physical count-to-books▪ Adequate safeguards of documents, records, and assets▪ Assess controls in place	

	Not effective
	Suggested improvements
	Effective



Assessment of Control Environment (continued)

Area	Points to Consider	Our Assessment
Information and Communication	<ul style="list-style-type: none">▪ Adequate performance reports produced from information systems▪ Information systems are connected with business strategy▪ Commitment of HR and finance to develop, test, and monitor IT systems and programs▪ Business continuity and disaster plan for IT▪ Established communication channels for employees to fulfill responsibilities▪ Adequate communication across organization	
Monitoring	<ul style="list-style-type: none">▪ Periodic evaluations of internal controls▪ Implementation of improvement recommendations	

	Not effective
	Suggested improvements
	Effective



Evaluation of Key Processes

Process	Function	A	B	C	D	Design	Operation
Treasury	<ul style="list-style-type: none"> Cash Management Investment Accounting Investment Monitoring Investment Valuation Investment Policy Reconciliation 	✓	✓	✓	✓		
Estimation	<ul style="list-style-type: none"> Methodology Information Calculation 	✓	✓	✓			
Financial Reporting	<ul style="list-style-type: none"> Accounting Principles and Disclosure Closing the Books Report Preparation General Ledger and Journal Entry Processing Verification and Review of Results 	✓	✓	✓			
Expenditures	<ul style="list-style-type: none"> Purchasing Receiving Accounts Payable and Cash Disbursement 	✓	✓	✓	✓		

A	Understand the Process
B	Walk-Through

C	What Can Go Wrong
D	Test of Controls

	Not effective
	Suggested improvements
	Effective



Evaluation of Key Processes (continued)

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Process	Function	A	B	C	D	Design	Operation
Payroll	<ul style="list-style-type: none"> Attendance Reporting Payroll Accounting and Processing Payroll Disbursements 	✓	✓	✓	✓		
Revenue	<ul style="list-style-type: none"> Billing Cash Receipts Revenue Recognition Cutoff 	✓	✓	✓	✓		
Fixed Assets	<ul style="list-style-type: none"> Physical Custody Asset and Construction in Process Accounting Depreciation 	✓	✓	✓			
Grant Compliance	<ul style="list-style-type: none"> Acceptance Grant oversight Compliance Reporting Monitoring Accounting Billing and collection 	✓	✓	✓	✓		

A	Understand the Process
B	Walk-Through

C	What Can Go Wrong
D	Test of Controls

	Not effective
	Suggested improvements
	Effective



Changes in OPEB Accounting

- GASB Statement No. 74, Financial Reporting for Post-employment Benefit Plans other than Pension Plans, required to be implemented for fiscal year 2017.
- GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits other than Pensions, required to be implemented for the fiscal year 2018. This can be early implemented.
- The accounting and disclosures are similar to the pension standards (GASB 67 and 68).
- Net OPEB liability recorded on the Entity-wide Statement of Net Position.
- As of June 30, 2017, the County had a net OPEB liability (GASB 74) of \$2.9 million.
- As of June 30, 2017, the net OPEB asset (GASB 45) was \$3 million.



REQUIRED COMMUNICATIONS

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Required Communications

1. Auditor's Responsibilities Under Generally Accepted Auditing Standards (GAAS)

The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provide for reasonable, rather than absolute, assurance that the financial statements are free of material misstatement.

2. Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

The significant accounting policies used by management are described in the notes to the financial statements.

3. Auditor's Judgments About the Quality of Accounting Policies

We discuss our judgments about the quality, not just the acceptability, of accounting policies selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.

We have reviewed the significant accounting policies adopted by the County and have determined that these policies are acceptable accounting policies.



Required Communications (continued)

4. Audit Adjustments

We are required to inform the County's oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the entity's financial reporting process. We also are required to inform the County's oversight body about unadjusted audit differences that were determined by management to be individually and in the aggregate, immaterial.

There were no recorded or unadjusted audit adjustments for the County's audit. For the Board of Education, the GASB 74 OPEB report was not available at the time of issuance of the Board of Education's financial statements.

5. Fraud and Illegal Acts

We are required to report to Susquehanna County's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.

Our procedures identified no instances of fraud or illegal acts.

6. Material Weaknesses in Internal Control

We are required to communicate all significant deficiencies in to the County's systems of internal controls, whether or not they are also material weaknesses.

7. Other Information in Documents Containing Audited Financial Statements

None.

8. Disagreements with Management on Financial Accounting and Reporting Matters

None.



Required Communications

(continued)

9. Serious Difficulties Encountered in Performing the Audit

None.

10. Major Issues Discussed with Management Prior to Acceptance

None.

11. Management Representations

We have received certain written representations from management as part of the completion of the audit.

12. Consultation with Other Accountants

To our knowledge, there were no consultations with other accountants since our appointment as the County's independent public accountants.

13. Non-attest Services

We attest with the drafting of the financial statement. All information needed for the financial statements is provided by management.

14. Independence

As part of our client acceptance process, we go through a process to ensure we are independent of the County . We are independent of the County.



Required Communications

(continued)

15. Our Responsibility Related to Fraud

- Plan and perform the audit to obtain reasonable assurance that there is no material misstatement caused by error or fraud;
- Comply with AU-C Section 240: Consideration of Fraud in a Financial Statement Audit
- Approach all audits with an understanding that fraud could occur in any entity, at any time, by anyone; and
- Perform mandatory procedures required by GAAS and our firm policies.

Examples of Procedures Performed

- Discuss thoughts and ideas on where the financial statements might be susceptible to material misstatement due to fraud;
- Understand pressures on the financial statement results;
- Understand the tone and culture of the organization;
- Look for unusual or unexpected transactions, relationships, or procedures;
- Discussions with individuals outside of finance;
- Evaluate key processes and controls; and
- Consider information gathered throughout the audit.



Responsibility for Mitigating Fraud



Management:

- ⦿ CFO/Controller: controls to deter and detect fraud
- ⦿ General Counsel/Compliance: monitoring

Audit Committee:

- ⦿ Evaluate management identification of fraud risk
- ⦿ Evaluate implementation of fraud controls
- ⦿ Reinforce “tone at the top”
- ⦿ Conduct special investigations

External Auditor

- ⦿ Evaluate management programs and controls to deter and detect fraud for identified risks
- ⦿ Reasonable assurance that financial statements are free of material misstatement due to fraudulent financial reporting or misappropriation of assets
- ⦿ Compliance with fraud standard (SAS 99)
 - Conversations with finance and operations personnel
 - Disaggregated analytics
 - Surprise audit procedures
 - Journal entry testing



Required Communications-Fraud

Opportunity

- Generally provided through weaknesses in internal control
- Tone at the top is important
- We assess controls and tone at the top

Pressure

- Pressure can be imposed due to economic troubles, personal vices and unrealistic deadlines and performance goals
- There are increased pressures due to economy and minimal salary increases

Rationalization

- Individuals develop a justification for their fraudulent activities
- Increased rationalization due to minimal salary increases and less personnel



MEETING YOUR EXPECTATIONS

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SBC's Service Pledge to You

We will consistently deliver a **Quality Product** and **Quality Service** so that we have the opportunity to establish a **Quality Relationship** with you, allowing us to provide you with **Quality Knowledge** for your continual success. Only after we have provided you with the knowledge that enables your business to grow and prosper, we have *hit the bullseye!*

Our commitment to you is the execution of our **Bullseye Philosophy**. We execute this philosophy for every client, on every engagement, *every time*.





Baltimore Office:

200 International Circle
Suite 5500
Hunt Valley, Maryland 21030
410.584.0060

Washington, D.C. Office:

1299 Pennsylvania Avenue, NW
Suite 1120
Washington, D.C. 20004
202.803.2335



Agenda Report Form

Open Session Item

SUBJECT: Briefing on Next Generation 911

PRESENTATION DATE: November 28th, 2017

PRESENTATION BY: Bud Gudmundson, GIS Manager, IT Department, Bardona Woods, Assistant Director, Emergency Services, Julia Fischer, Maryland Geographic Information Officer

RECOMMENDED MOTION: N/A Information Purposes Only

REPORT-IN-BRIEF: NG911 is a nation-wide coordinated effort to move 911 to the next level of technology. The State of Maryland is coordinating with all the counties to implement this over the next couple years. The Emergency Numbers System Board is funding some work to assist in this. MACO has formed a Task Force to study this and make recommendations to the Governor. Each county 911 office is beginning to work with their GIS folks to get up to speed. Verizon is getting out of the 911 business, and it will be taken over by a local or regionally managed infrastructure to route 911 calls, and in addition, the address database will be maintained in a GIS format. Our street and address database must be refined to an accuracy level to meet this need – life-and-death.

DISCUSSION: The first issue for this discussion is about the addressing authority of the Commissioners. In 2012 the Addressing Ordinance (ORD-2012-38) was adopted. Section 1.3 says that the municipalities are not covered by the ordinance. This is a problem. The City of Hagerstown has been very good about cooperating with the County, but some of the smaller municipalities have not. In order for NG911 to work, we really must have only one addressing authority in the county. The process will also involve certain corrections to addresses which do not conform to strict standards.

The second item involves the county boundary. Since GIS will become the vital source for location information when a 911 call comes in, the 911 software will use the GIS map to determine which county 911 office it will be routed to. We are now working with Frederick County to delineate this boundary more accurately. The remaining county boundaries will not be as much of a problem. The county boundary for fire and ambulance 911 purposes (the PSAP boundary) does not have to be the “legal” boundary, and we are going to be using a line based more on which county a property is taxed in. The Sheriff’s office, according to Doug Mullendore, cannot use such a boundary - it must be the “legal” boundary. The problem is that defining the legal boundary of the county is not so easy. Various maps of the county show it in different places, even if only a few hundred feet different. NG911 will be operating on a higher accuracy level, so this issue will need to be resolved.

FISCAL IMPACT: N/A

CONCURRENCES:

ALTERNATIVES:

ATTACHMENTS:

AUDIO/VISUAL NEEDS:



Open Session Item

SUBJECT: General Fund Contingency Funding Request, Town of Hancock, Maryland

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: James Hovis, Director, Office of Community Grant Management

RECOMMENDED MOTION: Move to approve the request for General Fund Contingency funding from the Town of Hancock, Maryland in the amount of \$_____, for direct expenses associated with Veterans Memorial enhancement project at Widmeyer Park.

REPORT-IN-BRIEF: The Town of Hancock, Maryland has requested \$10,000 in General Fund Contingency funding to support expenses associated with the Veteran's Memorial enhancement project at Widmeyer Park.

DISCUSSION: The Town of Hancock has developed plans to improve and enhance Widmeyer Park. Included in those plans are enhancements to the parks memorization of the veterans from Hancock and the surrounding communities that have served or gave the ultimate sacrifice in defense of our Country. The improvements to the park are designed and planned to compliment and coincide with the dedication of the new Hancock branch of the Washington County Free Library.

Specifically, the project will include the erection of over 50 poles with double banner brackets capable of holding 2 veterans flags each on what is now Park Road. The road will be re-named Veterans Way in a ceremony dedicating the project next spring. This project will complement the existing Veterans Memorial in Widmeyer Park as well as the new library, which will also be renamed Hancock Veterans Memorial Branch Library.

The Town has estimated the cost of the project as currently planned at approximately \$57, 000 for equipment and labor. The town has currently committed \$25,000 and there is an additional \$5,000 from the Parks and Recreation Department available. The Town has also collected private contributions totaling approximately \$6,000 for the project.

Should the County contribute the requested \$10,000 for the project the Town Manager has indicated they will be able to identify and raise the remaining funding gap of \$11,000.

It is the recommendation of the Washington County Office of Community Grant Management that this application be approved in an amount determined to be appropriate by the Board of County Commissioners.

FISCAL IMPACT: The General Fund Contingency will be reduced by the amount of this award.
CONCURRENCES: N/A
ALTERNATIVES: Deny the request for Funding
ATTACHMENTS: N/A
AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Conveyance of Real Property located at 13526 Pennsylvania Ave, Hagerstown, Maryland

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: Susan Small, Real Property Administrator, Engineering Department

RECOMMENDATION: Move to declare certain real property located at 13526 Pennsylvania Avenue (the "Property") as surplus property, accept the bid offer received, and approve the conveyance of the same and authorize the execution of the necessary documentation to finalize the conveyance.

REPORT-IN-BRIEF: Staff was directed by the Board of County Commissioners on August 1, 2017 to solicit for bids to purchase the Property. The County's intent to convey and to accept bids was duly advertised on October 17, 24 and 31, 2017, with sealed bids due by 10:00 a.m. on November 7, 2017. One (1) bid was received to purchase the Property for \$72,100.00.

DISCUSSION: It has been determined by the County that the Property is not needed for public use and is being conveyed for fair market value.

FISCAL IMPACT: Income of \$72,100 from sale of property

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Offer
Aerial of 13526 Pennsylvania Avenue
Ordinance

AUDIO/VISUAL NEEDS: N/A



RECEIVED

PENNSYLVANIA AVENUE 2003, LLC

NOV - 7 2017

Tuesday, November 7, 2017

WASH. CO. DIV. OF ENGINEERING
& CONSTRUCTION MANAGEMENT

Washington County Board of Commissioners
C/O: **Susan Small**
Division of Engineering and Construction Management
80 West Baltimore St.
Hagerstown, Maryland 21740

RE: LETTER OF INTENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY CONSISTING OF 14,200 (+/-) SF OF UNIMPROVED LAND KNOWN AS 13526 PENNSYLVANIA AVENUE, HAGERSTOWN, WASHINGTON COUNTY MARYLAND 21740, LOCATED AT THE SOUTHEAST CORNOR OF PENNSYLVANIA AVENUE AND MAUGANS AVENUE, AND BEING IDENTIFIED ON WASHINGTON COUNTY TAX MAP #24 AS PARCEL 303 (THE "PROPERTY").

Dear Susan:

This Letter of Intent ("LOI") sets forth a summary of the proposed terms and conditions for an agreement to purchase the Property. This offer can only be accepted through the mutual execution of an agreement of sale. The general terms and conditions of the offer are as follows:

1. Buyer: PENNSYLVANIA AVENUE 2003, LLC, or its assigns (the "BUYER").
2. Price: Seventy two thousand one hundred dollars (\$72,100) (the "PURCHASE PRICE").
3. Study Period: Ninety (90) days.
4. Closing: Thirty (30) days following the expiration of the Study Period.
5. Prorations: All real estate taxes, utility charges, and operating expenses will be prorated as of the date of closing. All recordation and transfer taxes will be shared equally.
6. Contingencies: NONE

Thank you for considering our offer outlined in this LOI. Please feel free to contact me if you should have any questions or concerns.

Very truly yours,



Todd A. Bowman
Authorized Manager.

13526 Pennsylvania Avenue



Legend

 - 13526 Pennsylvania Avenue

 - Parcel Boundaries

0 25 50 75 100
 Feet



ORDINANCE NO. ORD-2017-_____

**AN ORDINANCE TO DECLARE CERTAIN REAL PROPERTY
AS SURPLUS PROPERTY AND TO APPROVE THE CONVEYANCE OF SAID
REAL PROPERTY**

BE IT ORDAINED by the County Commissioners of Washington County, Maryland (the "County"), as follows:

1. It is hereby established and declared that the real property described on Exhibit A (the "Property") is no longer needed for a public purpose or a public use.

2. The County believes that it is in the best interest of the citizens of Washington County to convey the Property, and Notice of Intention of Washington County To Convey and Accept Bids was duly advertised pursuant to Section 1-301, Code of the Public Local Laws of Washington County, Maryland, in *The Herald-Mail*, a daily newspaper of general circulation, on October 17, 24, and 31, 2017.

3. Pennsylvania Avenue 2003, LLC was the successful bidder with a purchase price offer of Seventy-Two Thousand One Hundred Dollars (\$72,100.00).

4. The President of the Board of County Commissioners of Washington County, Maryland, and the County Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the County, a deed conveying the Property to Pennsylvania Avenue 2003, LLC for the sum of Seventy-Two Thousand One Hundred Dollars (\$72,100.00).

ADOPTED this ____ day of _____, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Vicki C. Lumm, Clerk

BY: _____
Terry L. Baker, President

Approved as to form
and legal sufficiency:

Kirk C. Downey
Deputy County Attorney

EXHIBIT A

All that lot or parcel of land situate in Election District No. 27 of Washington County, Maryland, along the southerly side of Maugans Avenue, and the westerly side of Maryland US Route 11 (Pennsylvania Avenue) being more particularly described as follows:

Beginning for the outline hereof at a 1 1/4" Iron Pipe found at the southwest corner of the said property, the said point being the northwest corner of Lot 8 as shown on a plat entitled "Spriggs Delight Addition," dated July 24, 1939 and recorded among the Land Records of Washington County, Maryland, as Subdivision Plat No. 289A; thence running with a portion of the fourth (4th) or "rear 73.3 foot line" for Lot 11 owned by Charles F. Bowers, Jr. by deed dated November 1, 1965 and recorded among the said Land Records in Liber 431 at folio 764 and continuing with a portion the fourth (4th) or "rear 71.1 foot line" for lot 10 owned by Washington County Board of County Commissioners by deed dated August 1, 2001 and recorded among the said Land Records in Liber 1813 at folio 221 on a bearing to agree with MD GRID NAD 83/9

1. North 03 degrees 37 minutes 49 seconds East 118.74 feet to a 1/2" Rebar set in the south margin of Maugans Avenue; thence with the Right-of-Way lines for Maugans Avenue and Pennsylvania Avenue for four (4) courses by a non-tangent curve to the left having a radius of 2814.73, and arc length of 113.40 and subtended by a chord having a bearing and distance of
2. South 74 degrees 53 minutes 07 seconds East 113.39 feet,
3. South 73 degrees 43 minutes 52 seconds East 45.93 feet, by a tangent curve to the right having a radius of 50.03, and arc length of 60.97 and subtended by a chord having a bearing and distance of
4. South 38 degrees 48 minutes 22 seconds East 57.27 feet, and
5. South 03 degrees 49 minutes 49 seconds East 19.84 to a point in the northern line of division for the aforementioned Lot 8 of the "Spriggs Delight Subdivision," thence with the northern line of division

6. South 86 degrees 21 minutes 48 seconds East 183.63 feet to the point of beginning, containing an area of 15,788 square feet or 0.3624 acres of land, more or less.

BEING the remaining portion of Lot No. 9 shown on the said Subdivision Plat No. 289A, the entirety of which was conveyed unto the Board of County Commissioners of Washington County, Maryland, by Phyllis M. Groh and recorded among the Land Records of Washington County, Maryland, in Liber 1813, folio 221.



Agenda Report Form

Open Session Item

SUBJECT: Economic Development Commission

PRESENTATION DATE: Tuesday, November 14, 2017

PRESENTATION BY: Robert Slocum, County Administrator

RECOMMENDED MOTION: Move to include business expense account for the Economic Development Commission Board, with the exception of ex-officio members

REPORT-IN-BRIEF: The Economic Development Commission (EDC) is made up of a total of 12 representatives, which include 6 representatives on the executive Board. Boards with pay include the Election Board, The Planning Commission, The Zoning Appeals Board, the Electrical Board and the Plumbing Board. The Women's Board is provided a spending account.

DISCUSSION: The EDC is charged with the following Strategic Priorities aligned with the Washington County Division of Business Development:

- Assist with the retention and growth of existing businesses
- Attract new businesses to Washington County emphasizing targeted industries
- Facilitate workforce development for existing and target businesses
- Identify and prioritize economic development infrastructure needs and opportunities
- Support continued cooperation within the public and private sectors toward achieving economic development objectives

To successfully accomplish the mission, the EDC members must remain current on various industry topics and networking. This proposal will allow each member an annual spending account on a reimbursement basis for eligible expenses. Eligible expenses will include meals, travel, conferences, and seminars which benefit the County in economic development. Expense approval will be determined by the executive board.

FISCAL IMPACT: To establish an account of \$500 for each of the 6 Executive Board Members (\$3,000) and \$250 for each of the 6 Board members (\$1,500) for a total cost of \$4,500.00 . Funding for this request will come from the Commissioner Contingency; future years will be budgeted in the Business Development Budget.

CONCURRENCES:

ALTERNATIVES: Alternatives include to do nothing, change the recommended amounts

ATTACHMENTS:

AUDIO/VISUAL TO BE USED: N/A



Agenda Report Form

Open Session Item

SUBJECT: HR Reclassification/Realignment of Duties

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: Stephanie Stone, Director of Health and Human Services

RECOMMENDEATION: Approve the recommended HR employee and or position reclassification requests as stated in the attached Organizational Chart and Job Descriptions.

REPORT-IN-BRIEF: After the County Commissioners reviewed the report of the independent investigators concerning recent EEOC and other complaints, the investigator made five (5) specific recommendations (attached) which were then assigned to me as the Director of Health and Human Services to direct their accomplishment. From this assignment, I am now requesting the following reorganization of my department to address the needs as recommended. The creation of the Deputy Director Position and two other Position upgrades will allow my attention to these recommendations and future needs of the County Administrator, County Attorney and County Commissioners.

DISCUSSION: The attached draft Organizational Chart and accompanying Job Description recommendations for HR employees and position reclassifications will help to explain the plan. With this change to the HR Organizational Chart, my focus can be on keeping policies updated; provided the necessary training to County Commissioners and all staff as recommended; updating the Employee Handbook; providing a designated staff person to enforce its procedure for confidentially receiving, investigating, and resolving employee complaints expeditiously and according to procedure with the approval of county policies.

Debbie Peyton – Benefits Manager to Deputy Director Human Resources, Grade 14 Step 9 to Grade 16 Step 7 increase of \$6,170

Krista Shipley – HR Administrator to HR Coordinator, Grade 11 Step 11 to Grade 12 Step 10 increase of \$2,580

Brittany Hyatt – Administrative Assistant to Benefits Coordinator, Grade 9 Step 2 to Grade 11 Step 1 increase of \$4,700

Tracy McCammon – Title change from Risk Management Administrator to Risk Management Coordinator – no fiscal impact.

Brian Overcash – Title change from Safety Compliance/Training Administrator to Safety Compliance/Training Coordinator.

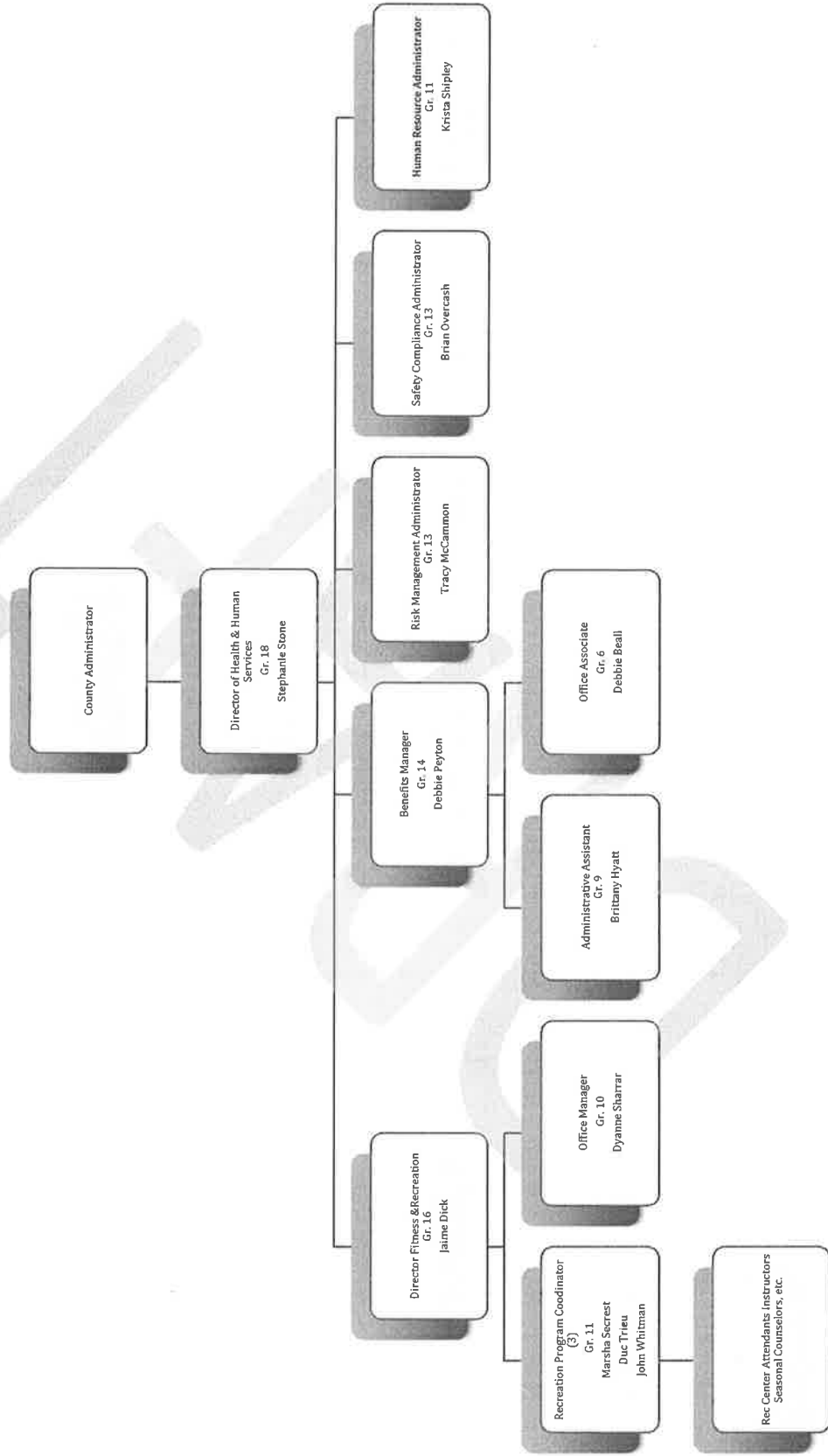
FISCAL IMPACT: There will be an increase to the HH&S Budget of \$13,450 with this request.

CONCURRENCES: Rob Slocum, County Administrator

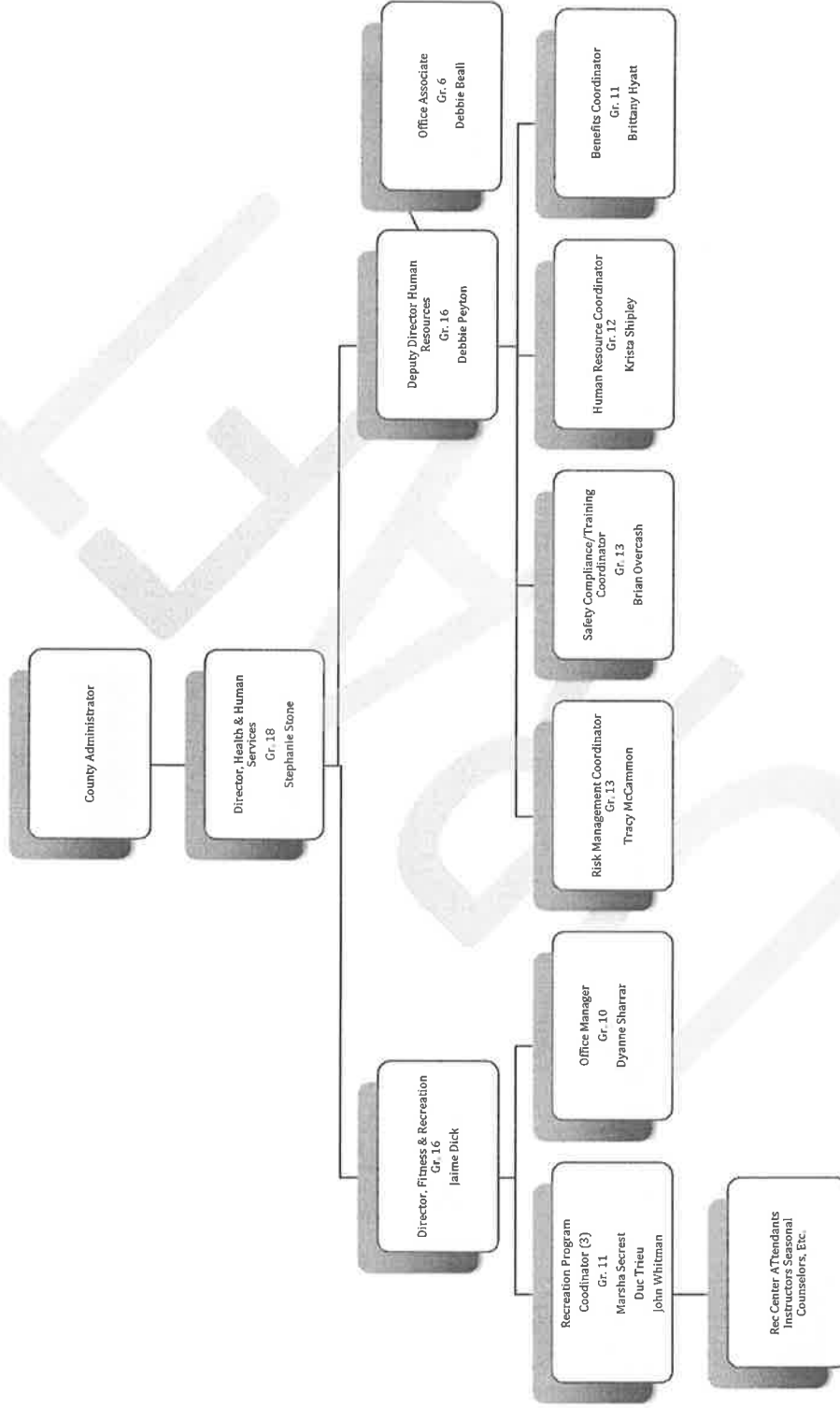
ATTACHMENTS: HH&S Division Organization Chart – Current/Proposed, Job Descriptions which are requested to change: Director of Health and Human Services; Deputy Director, Human Resources; Human Resources Coordinator; Benefits Coordinator

AUDIO/VISUAL NEEDS: None

Current Department Structure



Proposed Department Structure



DIRECTOR OF HEALTH AND HUMAN SERVICES

Grade: 18
FLSA Status: Exempt

GENERAL DEFINITION OF WORK:

Professional position responsible for planning, implementation, and direction of Health and Human Services functions which includes supervision of the Deputy Director of Human Resources and Director of Fitness and Recreation. The Director of Health and Human Services will be responsible for management of EEOC requirements in conjunction with the County Attorney; employee classification and compensation evaluation and management; performance evaluation system management; benefits administration; labor relations; negotiations and contract administration; employee relations, development, and training; safety and risk management, Health and Wellness programs and workers compensation. Direction is provided by the County Administrator.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Works with elected officials, the County Administrator and County Attorney on a wide variety of issues dealing with County operations.
2. Responsible to assure that all County Commissioners, senior staff and all other county staff receive training to improve workplace productivity and professionalism.
3. Directs the operation of the Human Resources and Fitness & Recreation Departments.
4. Reviews and responds to general correspondence, including preparing correspondence on vendor's issues for the County Administrator and the County Commissioners.
5. Maintains open lines of communication with all County staff, elected officials community organizations and other stakeholders particularly as it relates to issues of Health and Human Services.
6. Participates in preparing fiscal year budgets. Previews requests for and presents recommendations to the Board of County Commissioners on new positions, reclassifications and miscellaneous matters.
7. Participates in County strategic planning process and has primary responsibility for recommending organizational changes to the County Administrator and County Commissioners.
8. Coordinates, develops, revises and updates policies, procedures, job descriptions and other requirement specific to Health and Human Services.
9. Serves as the Washington County Disability Coordinator.
10. Performs related tasks as required

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of the philosophy, principles and practices of public personnel administration such as the accepted methods and practices of classification and pay, testing and selection and insurance administration; comprehensive knowledge of governmental organization and administration; ability to communicate ideas effectively, both orally and in writing; knowledge and ability to bargain union contracts; ability to conduct detailed analytical evaluations and studies, and to prepare related reports and recommendations; ability to establish and maintain effective working relationships with County officials, supervisors, associates and the general public.

EDUCATION AND EXPERIENCE:

1. Possession of a Bachelor's Degree from an accredited college or university with major course work in human resource management, business management or related field and management or supervisory experience. Master's Degree in a related field preferred.
2. At least 5 years of HR Management experience.

PHYSICAL REQUIREMENTS:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires walking, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Certified Human Resource Professional - PHR or SHRM-CP or ability to receive this certification within 6 months; Washington County, MD residency (or ability to meet residency requirement within six (6) months of appointment); possession of a valid driver's license.

Revised: 11/17

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

DEPUTY DIRECTOR, HUMAN RESOURCES

Grade 16
FLSA Status: Exempt

GENERAL RESPONSIBILITIES

Performs professional work, under the direction of the Director of Health and Human Services to facilitate the day-to-day management of the Human Resources Department including supervising HR Staff and managing the Health and Human Services division in the absence of the Director. Providing retirement counseling and processing along with the HR Coordinator, and administration and updating of various Human Resources related materials.

ESSENTIAL TASKS

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Facilitates the day-to-day management of the Human Resources Department including supervision of all assigned staff.
2. Takes action during the Health and Human Services Director's absence and uses initiative and judgment to see that the human resources matters requiring immediate attention are handled in a manner as to minimize the effect of the Director's absence.
3. Coordinates and administers the County's Defined Benefit Retirement Plan in partnership with the HR Coordinator; to include record keeping for the County's retirement actuary; calculating retirement monies when an employee terminates and processing paperwork accordingly; requesting calculations from actuary for retirement/drop plan/buy back purposes; processing retirement paperwork with employee and notification to our Trustee; monitoring military credit; processing transferred service; maintaining retiree files; and processing death benefits, etc.
4. Handles administration and communication of health insurance coverage, life insurance/AD&D (accidental death and dismemberment), COBRA (health insurance continuation option), short term disability, long term disability and flexible spending accounts.
5. Coordinates claims problems between the employee/insurance company/doctor's offices.
6. Calculates administrative billing for all insurance vendors.
7. Designs and manages annual open enrollment for employees to review and change their benefit elections.
8. Provides counseling, guidance and recommendations to managers, supervisors and employees on all personnel issues to include disciplinary actions, grievances terminations, etc. Keeps Director of Health and Human Services apprised of issues of concern.
9. Brings personnel requests and recommendations to the County Administrator and County Commissioners for approval.
10. Works with the Director of Health and Human Services in preparation of department budgets.
11. Serves as Project Manager for integration of PeopleSoft/ORACLE Platforms of Benefits Administration for use by the Human Resources Department.
12. Assures that employee personnel information is maintained in a safe, secure and organized operation.

13. Meets quarterly with vendors to address issues, discuss solutions, and evaluate plan design options.
14. Assists the Director of Health and Human Services in drafting policies as they relate to employee benefits or policy and procedure issues.
15. Assists with special projects to include salary studies, completing surveys, heading retirement review committee, etc.
16. Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES

1. Thorough knowledge of basic methods, practices and objectives of public personnel administration.
2. Thorough knowledge of the County's policies and procedures.
3. General knowledge of basic research techniques and report writing.
4. Excellent record keeping ability.
5. Ability to communicate effectively.
6. Capability to establish and maintain an effective working relationship with employees and the general public.
7. Ability to maintain strict confidentiality as it relates to employees and personnel issues.

EDUCATION AND EXPERIENCE

Bachelor's Degree or any combination and experience equivalent to graduation from an accredited college or university with major course work in human resources management, business administration or related field. Human Resource Certification (PHR, SHRM – CP) preferred.

PHYSICAL REQUIREMENTS

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires walking, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels, visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities, the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS

Valid Driver's License.

Revised: 11/2017

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

HUMAN RESOURCES COORDINATOR

Grade 12

FLSA Status: Non-exempt

GENERAL RESPONSIBILITIES

Performs efficient and effective administrative support to the Deputy Director of Human Resources as it relates to payroll inputting and updating, employee relations, administration of Length of Service Awards Program (LOSAP), Retirement benefits and updating of various Human Resources related materials. Direction is provided by the Deputy Director of Human Resources.

ESSENTIAL TASKS

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Maintains payroll records, to include inputting into payroll system new hires, terminations, changes in pay status, etc. Assure that payroll system is updated accurately for job code/position data changes. This involves working closely with affected departments and the Payroll Manager in Budget and Finance.
2. Performs all work related to the processes of hiring personnel for departments including advertisement in local media, providing information and applications to interested citizens, processing applications, communicating with departments and updating Job Hotline.
3. Responsible to see that interviews are arranged as requested by departments. Coordinates new hire start dates, schedules pre-employment physicals and obtains required information for employment.
4. In conjunction with the Deputy Director of Human Resources coordinate and administer the County's Defined Benefit Retirement Plan; to include record keeping for the County's retirement actuary; calculating retirement monies when an employee terminates and processing paperwork accordingly; requesting calculations from actuary for retirement/drop plan/buy back purposes; processing retirement paperwork with employee and notification to our Trustee; monitoring military credit; processing transferred service; maintaining retiree files; and processing death benefits, etc.
5. Monitors employment activity, i.e. affirmative action, number of applicants received, approved for hire and start dates.
6. Prepares Conditional Job Offer letters for new employees and Conditional Promotion Letters to employees and prepare/track their 6 month Performance Evaluation paperwork.
7. Composes required information to the Maryland New Hire Registry.
8. Add/delete employees as required by job description to the County's, FTA, CDL, FAA, Sheriff and F&R Random Drug Lists and Driver's License information in PeopleSoft and to Health @ Work.
9. Scan all new hire County personnel, health benefits, life insurance, retirement and COBRA files and finalize terminated County employee's records.
10. Manage the employees parking system including providing employee parking permits.
11. Enroll and terminate all COBRA and RETIREE monthly billing charges in HRIS Financials and Excel.
12. Transmit and track computer set-up/removal information for new hires and terminated employees from County services/facilities
13. Prepare and communicate the County/Agency new hire Benefit Orientation Packets for enrollment.

14. Maintain files of current job descriptions for the various employee classifications.
15. Organize the annual Employee Service Award Breakfast.
16. Perform all administrative requirements involved with LOSAP Program.
17. Perform related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES

1. Ability to maintain the confidentiality associated with personnel.
2. Excellent organization and interpersonal skills, including the ability to deal with the public and county employees in a friendly and professional manner.
3. Ability to perform multiple tasks and projects independently without supervision.
4. Ability to remain calm under pressure and maintain neutrality in controversial situations.

EDUCATION AND EXPERIENCE

1. High School Diploma/GED required, Associate and/or College Degree in Human Resource subjects preferred.
2. Five (5) years office experience required preferably supporting a department head, division director and/or supporting a high level executive position.
3. Varied office management and secretarial experience including the ability to use all office equipment.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS

Must have the use of sensory skills in order to effectively communicate and interact with other employees and the public through the use of the telephone and personal contact as normally defined by the ability to see, read, talk, hear, handle or feel objects and controls. Physical capability to effectively use and operate various items of office related equipment, such as, but not limited to a personal computer, calculator, copies and fax machine. Some standing, walking, moving, climbing, carrying, bending, kneeling, crawling, reaching, and handling, pushing and pulling.

SPECIAL REQUIREMENTS

None

Revised 11/2017

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

BENEFITS COORDINATOR

Grade: 11
FLSA Status: Non-Exempt

GENERAL DEFINITION OF WORK:

Performs intermediate professional work managing employee self-insured benefits program for all County and outside agency employees enrolled as well as updating forms for unemployment vendor. This would include: FMLA, COBRA, Health Insurance, ACA etc. Direction is provided by the Deputy Director, Human Resources.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

1. Assists Deputy Director with administration and communication of health insurance coverage, life insurance/AD&D (accidental death and dismemberment), COBRA (health insurance continuation option), short term disability, long term disability and flexible spending accounts.
2. Assists Deputy Director with claims problems between the employee/insurance company/doctor's offices.
3. Assists with billing monthly for all insurance vendors.
4. In conjunction with Deputy Director designs and manages annual open enrollment for employees to review and change their benefit elections.
5. Conducts benefits portion of new hire employee orientation program.
6. Assists with calculations of monthly insurance premiums for outside agencies.
7. Performs electronic data submission to health insurance carriers via the various vendor systems.
8. Performs electronic data submission to UTS for unemployment claims.
9. Forwards and maintains all COBRA (initial/continuation) paperwork for new hires, terminated employees, agency employees, and non-eligible dependents.
10. Tracks COBRA, Retiree, and dependents on COBRA of benefits coverage and notify at time of termination.
11. Enrolls new/terminated county/agency employees in HRIS System and in the medical, dental, vision carrier systems.
11. Conducts weekly payroll changes to allow for the proper administration of benefits.
12. Assists with compliance and Health Care Reform (Affordable Care Act).
13. Manages, administers, and tracks the Family Medical Leave (FMLA) for County employees.
14. Along with the Deputy Director, meets quarterly with vendors to address issues, discuss solutions, and evaluate plan design options.
15. Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge or ability to learn the insurance and benefits programs, methods and record keeping; thorough knowledge of the basic methods, practices and objectives of public personnel administration; some knowledge of basic research and survey techniques and report writing; ability to conduct personnel interviews and counsel employees; ability to maintain technical records; ability to communicate ideas effectively orally or in writing; ability to operate a

computer and other office equipment; ability to establish and maintain benefits records accurately; ability to maintain effective working relationships with associates, insurance representatives and the general public.

EDUCATION AND EXPERIENCE:

1. High School Diploma/GED required, Associate and/or College Degree in Human Resource subjects preferred.
2. Five (5) years office experience required preferably supporting a department head, division director and/or supporting a high level executive position.
3. Varied office management and secretarial experience including the ability to use all office equipment.

A comparable amount of training and experience may be substituted for the minimum qualifications.

PHYSICAL REQUIREMENTS:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects; work requires walking, fingering, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for preparing and analyzing written or computer data, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Valid Driver's License.

Revised: 11/2017

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.



Open Session Item

SUBJECT: Revised and Updated Policies

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: Stephanie Stone, Director of Health and Human Services and Kendall McPeak, Assistant County Attorney

RECOMMENDED MOTION: To approve the Policies (EB, PR, RMS) under the purview of the Health and Human Services Department which have been provided to the Commissioners.

REPORT-IN-BRIEF: The Division of Health and Human Services has been working with the County Attorney's Office to update and revise policies. These revised policies must then be approved and accepted by the Board of County Commissioners. Revised and reviewed policies will allow the department to create an updated employee handbook for all current and new employees. Since last presentation and per request of Commissioners, several policies have been updated. They include:

- PR-13 Anti-Harassment and Complaint Procedure
- PR-21 Violence in the Workplace
- PR-26 Whistleblower Policy
- PR-34 Leave Policy
- PR-36 Tobacco Free Campus
- PR-37 Anti-Discrimination and Complaint Procedure
- PR-39 Cell phone Use during Board Meetings

DISCUSSION: The Human Resources staff has worked to revise Employee Benefit (EB), Personnel (PR) and Risk Management/Safety (RMS) policies. As policies have been updated, staff has been working with the Kendall McPeak, Assistant County Attorney for their office's input. Some policies have been updated and/or consolidated, and others address County, State and Federal regulations that may have changed over time. Some policies may not have changed at all, but with new administration and the upcoming upgrade to the Oracle Cloud by the end of the year, it is time to bring all policies for your information and discussion. Attached you will find the list of all policies requiring Commissioner approval with an explanation of changes which have been made to previous policies.

All but three policies were provided to the Commissioners in notebook form on October 17, 2017. Three additional completed policies were provided to the Commissioners on October 24, 2017 so that all policies under the purview of the Health and Human Services Department will have the most up to date commissioner approval. With these policies approved, this will allow HR to provide an updated employee handbook by the end of the year for your review. In addition to the updates, we will have the capabilities to post all policies and the updated handbook on our website this year accessible to all staff.

FISCAL IMPACT: None

CONCURRENCES: County Attorney, County Administrator

ALTERNATIVES: Allow policies to stand as written

ATTACHMENTS: Health and Human Services Policies spreadsheet. Policies with changes:

PR-13 Anti-Harassment and Complaint Procedure

PR-21 Violence in the Workplace

PR-26 Whistleblower Policy

PR-34 Leave Policy

PR-36 Tobacco Free Campus

PR-37 Anti-Discrimination and Complaint Procedure

PR-39 Cell phone Use during Board Meetings

AUDIO/VISUAL NEEDS: N/A



POLICY TITLE: **Anti-Harassment and Complaint Procedure
(includes Dating/Consensual Relationship Provision)**

POLICY NO.: **PR-13**

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I. PURPOSE

The purpose of this Policy is to establish formal guidelines to ensure that County employees, potential employees, and volunteers of Washington County may work in an environment free from Harassment, intimidation, humiliation, insult, or subjection to offensive physical or verbal abuse or actions of a harassing nature.

II. GENERAL POLICY

The Board of County Commissioners strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the County should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees should be able to work and learn in a safe, yet stimulating, atmosphere. The accomplishment of this goal is essential to the County's mission. For that reason, the Board of County Commissioners will not tolerate unlawful Harassment of any kind. Through enforcement of this Policy, and by education of Employees, the County will seek to prevent, correct, and discipline behavior that violates this Policy.

III. SCOPE

This Policy applies to all Employees as defined herein.

IV. DEFINITIONS AND PROHIBITED CONDUCT

The Board of County Commissioners, in compliance with all applicable federal, State, and local Harassment laws and regulations, enforces this Policy in accordance with the following definitions and guidelines:

A. Definition of "Employee" or "Employees"

For purposes of this Policy, "Employee" or "Employees" means elected and appointed officials, department heads, division directors, all full- and part-time employees, board and commission members, and unpaid volunteers.

B. The Board of County Commissioners prohibits Harassment of any kind, including Sexual Harassment as defined herein, and will take appropriate and immediate action in response to complaints or knowledge of violations of this Policy.

C. Harassment

1. Harassment is a form of unlawful employment discrimination that potentially violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), and the Americans with Disabilities Act of 1990 (ADA).
2. For purposes of this Policy, “Harassment” is defined as any verbal or physical conduct designed to threaten, intimidate, or coerce an Employee, co-worker, or any person working for or on behalf of the County. Verbal taunting (including racial and ethnic slurs) that, in the Employee’s opinion, impairs his or her ability to perform his or her job is included in this definition of Harassment. Harassment may be based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, or genetic information.
3. Harassment becomes unlawful where (i) enduring the offensive conduct becomes a condition of continued employment or (ii) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.
4. Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.
5. Harassment may be inflicted by the victim’s supervisor, a supervisor in another area, an agent of the County, a co-worker, or a non-employee. The victim does not have to be the person who is the object of the Harassment, but can be anyone affected by the offensive conduct. Unlawful Harassment may occur without economic injury to, or discharge of, the victim.
6. The following examples of Harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this Policy:
 - a. Verbal Harassment includes comments that are offensive or unwelcome regarding a person’s nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability, or appearance, including epithets, slurs, and negative stereotyping.
 - b. Nonverbal Harassment includes distribution, display, or discussion of any written or graphic material that ridicules,

denigrates, insults, belittles, or shows hostility, aversion, or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, and marital or other protected status.

D. Sexual Harassment

1. Sexual Harassment is a form of unlawful employment discrimination and is prohibited under this Policy.
2. According to the Equal Employment Opportunity Commission (EEOC), Sexual Harassment is defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature...when...submission to or rejection of such conduct is used as the basis for employment decisions...or such conduct has the purpose or effect of...creating an intimidating, hostile, or offensive working environment.” For purposes of this Policy, the definition of Sexual Harassment is as defined by the EEOC.
3. Two Types of Sexual Harassment
 - a. Quid Pro Quo Sexual Harassment

Quid Pro Quo Sexual Harassment occurs where submission to Sexual Harassment is used as the basis for employment decisions. Employee benefits such as raises, promotions, and better working hours are directly linked to compliance with sexual advances. Therefore, only someone in a supervisory capacity (with the authority to grant such benefits) can engage in Quid Pro Quo Sexual Harassment.
 - b. Hostile Work Environment Sexual Harassment

Hostile Work Environment Sexual Harassment occurs where the Sexual Harassment creates an offensive and unpleasant working environment. A Hostile Work Environment can be created by anyone in the work environment, whether it be supervisors, other Employees, or customers. Hostile Work Environment Sexual Harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or even unwelcome physical contact as a regular part of the work environment. Texts, emails, cartoons, or posters of a sexual nature; vulgar or lewd comments or jokes; or unwanted touching or fondling all fall into this category.
4. Sexual Harassment occurs when unsolicited and unwelcome sexual

advances, requests for favors, or other verbal or physical conduct of a sexual nature is explicitly or implicitly made a term or condition of employment; is used as a basis for an employment decision; or unreasonably interferes with an Employee's work performance or creates an intimidating, hostile, or otherwise offensive environment.

5. Sexual Harassment may take different forms. The following examples of Sexual Harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this Policy:
 - a. Verbal Sexual Harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of Harassment, including that which is sexual in nature and unwelcome.
 - b. Nonverbal Sexual Harassment includes the distribution, display, or discussion of any written or graphic material, including calendars, posters, and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters and notes, facsimiles, email, photos, text messages, tweets, and internet postings; or other form of communication that is sexual in nature and offensive.
 - c. Physical Sexual Harassment includes unwelcome, unwanted physical contact such as touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse of assault.
6. Courteous, mutually respectful, pleasant, non-coercive interactions between Employees, including men and women, that are appropriate in the workplace and acceptable to and welcomed by both parties, are not considered to be Harassment, including Sexual Harassment.

E. Retaliation

1. No hardship, loss, benefit, or penalty may be imposed on an Employee in response to filing or responding to a bona fide complaint of Harassment or Sexual Harassment, appearing as a witness in the investigation of a complaint, or serving as an investigator of a complaint.

- 2. Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this Policy. Any person who is found to have violated this aspect of the Policy will be subject to discipline up to and including termination of employment.

F. Dating and Consensual Romantic or Sexual Relationships

The Board of County Commissioners strongly discourages romantic or sexual relationships between a manager or other supervisory Employee and his or her staff (i.e., an Employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such relationships may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff Employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion, or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or that other actions may be taken in accordance with County policy.

- 1. If an Employee enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff who reports directly or indirectly to him or her, or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must immediately notify the [Director of Health and Human Services](#). Because of potential issues regarding Quid Pro Quo Sexual Harassment, this reporting is mandatory. This reporting requirement does not apply to Employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over each other.
- 2. Upon receipt of notification of such a relationship, the [Director of Health and Human Services](#) will review the facts and circumstances (i.e., reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and determine whether one or both parties need to be moved to other jobs or departments. If the [Director of Health and Human Services](#) determines that one party must be moved, and there are jobs in other departments available for

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both, the parties may decide which one of them will apply for a new position. If the parties cannot or fail to reach a decision in a given time period, or if the applying party is not chosen for the position to which he or she applied, the parties will contact the [Director of Health and Human Services](#) who will recommend to the County Administrator which party should be moved to another job or department. The [Director of Health and Human Services'](#) decision will be based on which Employee's move will be least disruptive to County operations as a whole. If the [Director of Health and Human Services](#) determines that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

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G. Complaint Procedure

1. The Board of County Commissioners will courteously treat any person who invokes the complaint procedure under this Policy. The County will handle all complaints swiftly and confidentially, to the greatest extent permitted by applicable law, in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against an Employee or have an adverse impact on the Employee's employment status. Because of the damaging nature of Harassment, including Sexual Harassment, to victims and the entire workforce, aggrieved Employees are strongly urged to use this procedure. However, filing groundless or malicious complaints is an abuse of this Policy and will be treated as a violation thereof.
2. The Board of County Commissioners has established the following procedure for lodging a complaint of Harassment, including Sexual Harassment, or retaliation. The County will treat all aspects of the complaint procedure in accordance with the confidentiality provisions of this Policy.
 - a. An individual may initiate the complaint procedure under this Policy by filing a complaint in writing with the [County Attorney](#). No formal action will be taken against any person under this Policy unless the [County Attorney](#) has received a written and signed Harassment/Discrimination Investigation Consent Form containing sufficient details to determine whether this Policy may have been violated. The complainant [the person filing the complaint] may obtain a copy of the Harassment/Discrimination Investigation Consent Form from the [County Attorney's Office](#), the Department of Human Resources, or online as part of this Policy made available by the Department of Human Resources [at www.washco-md.net](http://www.washco-md.net). If a supervisor or manager becomes aware that Harassment or Sexual

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Harassment is occurring, either from personal observation or as a result of an Employee’s report, the supervisor or manager must immediately report the conduct to the County Attorney.

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b. Upon receiving a complaint or being advised by a supervisor or manager that violation of this Policy may be occurring, the County Attorney will notify the County Administrator and the Director of Health and Human Services and review the Complaint with the County Administrator and the Director of Health and Human Services.

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c. Within five (5) business days of receiving a complaint, the Director of Health and Human Services will notify the respondent or respondents [the person or persons charged in the complaint] of a complaint filing and initiate the investigation to determine whether there is a reasonable basis for believing that an alleged violation of this Policy occurred.

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d. During the investigation, the Director of Health and Human Services, with the assistance of the County Attorney, or other legal counsel or other appropriate management employees, will interview the complainant, the respondent or respondents, and any witnesses to determine whether the alleged conduct occurred.

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e. Within fifteen (15) business days of the the matter being referred to the Director of Health and Human Services by the County Attorney, the Director of Health and Human Services, together with other persons conducting the investigation, will conclude the investigation and submit a written report of the investigative findings to the County Administrator and the County Attorney.

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f. If the investigation determines that Harassment, Sexual Harassment, or retaliation occurred in violation of this Policy, the Director of Health and Human Services, with the advice of the County Administrator and the County Attorney, will recommend appropriate disciplinary action. The appropriate disciplinary action will depend on the following factors: (i) the severity, frequency, and pervasiveness of the conduct; (ii) prior complaints made by the complainant; (iii) prior complaints made against the respondent or respondents; and (iv) the quality of the evidence (e.g., first-hand knowledge, credible

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corroboration).

g. If the investigation is inconclusive or if the investigation determines that there has been no violation of this Policy, but potentially problematic conduct may have occurred, the Director of Health and Human Services, with the advice of the County Administrator and the County Attorney, may recommend appropriate preventive action.

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h. Within five (5) business days after the investigation is concluded and a recommendation is determined, the Director of Health and Human Services will meet with the complainant and the respondent or respondents separately, notify them of the findings of the investigation, and inform them of the action being recommended.

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i. The complainant and the respondent or respondents may submit statements to the Director of Health and Human Services challenging the factual basis of the findings. Any such statement must be submitted no later than five (5) business days after the meeting with the Director of Health and Human Services in which the findings of the investigation are discussed.

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j. If the recommendation is any disciplinary action other than termination, then within ten business (10) days from the date that the Director of Health and Human Services meets with the complainant and respondent or respondents, the Director of Health and Human Services will review the investigative report and any statements submitted by the complainant and respondent or respondents; discuss results of the investigation with the County Administrator, the County Attorney, and other management staff as may be appropriate; and decide what action, if any, will be taken. The Director of Health and Human Services will report the decision to the respondent or respondents, and the appropriate management staff assigned to the department or departments in which the complainant and the respondent or respondents work. The decision will be in writing and will include findings of fact and a statement for or against disciplinary action. If disciplinary action is to be taken, the respondent or respondents will be informed of the nature of the discipline and how it will be executed.

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k. If the recommendation is termination, then the Director of Health and Human Services will make the recommendation

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at the next regularly scheduled meeting of the Board of County Commissioners. Within five (5) business days following the Board of County Commissioners' decision regarding the recommendation of termination, the Director of Health and Human Services will report the Board's decision to the respondent or respondents and the appropriate management staff assigned to the department or departments in which the respondent or respondents work. The decision will be in writing and will include findings of fact and a statement for or against disciplinary action. If disciplinary action is to be taken, the respondent or respondents will be informed of the nature of the discipline and how it will be executed.

H. Confidentiality

1. The Employee Assistance Program (EAP) provides confidential counseling services to County Employees. An employee who wishes to discuss an incident confidentially or to seek information and advice of a personal nature is encouraged to contact the EAP. The EAP's role in such cases will be limited to personal counseling and treatment for the person who is then an EAP client. Contacting the EAP will not qualify as notification to the County of a potential Harassment, including Sexual Harassment, issue.¹

2. During the complaint process, the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complainant will be protected to the greatest extent permitted by applicable law. The expressed wishes of the complainant for confidentiality will be considered in the context of the County's legal obligation to act on the charge and the right of the respondent or respondents to obtain information. In most cases, however, confidentiality will be strictly maintained by the County and those involved in the investigation. In addition, any notes or documents written by or received by the person or persons conducting the investigation will be kept confidential to the greatest extent permitted by applicable law.

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I. Alternative Legal Remedies

Nothing in this Policy may prevent the complainant and the respondent or respondents from pursuing formal legal remedies or resolution through local, State, or federal agencies or the courts.

¹ See Policy No. EB-14 Employee Assistance Program (EAP) for information on offered services.



**HARASSMENT/DISCRIMINATION INVESTIGATION
COMPLAINT AND CONSENT FORM**

Washington County maintains a policy that all of its employees should be free from any form of harassment and discrimination. As part of that policy, the County is committed to investigating claims of harassment and discrimination and taking appropriate disciplinary or other actions when the facts show that harassment or discrimination has occurred. So that Washington County may conduct an investigation of your concerns, please complete and submit this form to the [County Attorney](#).

Deleted: Director of Health and Human Services

Complainant's Name: _____ Date: _____

I wish to file a complaint regarding the following event(s): _____

Provide any and all information pertinent to what has occurred, including the names of witnesses, events, dates, times, places, and what was said and done. Attach additional sheets if necessary.

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I, _____, hereby consent to Washington County's conduct of a complete and thorough investigation of the above complaint. I further authorize Washington County representatives to disclose to others, as necessary, on a need-to-know basis, and as required by law, certain of the information that I have provided or that I may provide in the future. I understand that disclosure of certain information that I have provided on this form or in the future may be necessary to ensure that a complete investigation can be conducted. I acknowledge that I have read and understand the contents of this consent statement.

Complainant's Signature Date

If you do not wish for the County to disclose certain information that you have provided, please specify that information in detail below. The County will attempt to honor your request to an extent that is consistent with the County's obligation to identify and correct instances of harassment and discrimination.

By signing this form, I acknowledge that the information I have provided is true and accurate to the best of my knowledge and recollection. I agree to fully and honestly cooperate with the investigation that the County will conduct as a result of this complaint.

Complainant's Signature Date



POLICY TITLE: **Violence in the Workplace**

POLICY NO.: **PR-21**

I. GENERAL POLICY

All employees have the right to work in an environment free from threats, intimidation, and violence. Such behavior, in any form, will not be tolerated in the County Workplace.

II. PURPOSE

This Policy describes unacceptable behavior and establishes guidelines for reporting, investigating, and addressing situations in the Workplace which involve threatening acts, intimidation, or violence.

III. SCOPE

This Policy applies to all Employees as defined herein.

IV. DEFINITIONS

The following terms as used in this Policy are defined as follows:

- A. “Employee” or “Employees” means elected and appointed officials, department heads, division directors, all full- and part-time employees, board and commission members, and unpaid volunteers.
- B. “Law Enforcement Personnel” are as defined in the Annotated Code of Maryland, Article 27, Section 36F, as from time to time amended.
- C. “Person” and “Persons” include one or more individuals, associations, corporations, partnerships, or unincorporated associations.
- D. “Threat” means the implication or expression of intent to inflict physical harm or actions that a reasonable person would interpret as a threat to physical safety or property.
- E. “Threaten” means to menace or to express, through oral, written, or any other means, an intrusion to inflict pain, injury, or harm upon a person or thing.
- F. “Violence” and “Violent Act” mean physical force or verbal abuse exerted for the purpose of intimidation or for the purpose of harming, damaging, or causing injury to persons or property.

- G. “Weapon” means guns, knives, or any other instruments which can be used to cause injury in an unlawful manner.
- H. “Workplace” means any location, either permanent or temporary, where an employee performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments.

IV. **PROHIBITED ACTIVITIES**

- A. Employees are prohibited from engaging in the following activities during the course of employment with the County:
 - 1. Threatening or committing any Violent Act against another Person or Employee in the Workplace;
 - 2. Intentionally and/or maliciously damaging or destroying the property of another person or Employee;
 - 3. Bringing Weapons of any kind onto County property without written permission from both the County Administrator and the County Attorney, except that Law Enforcement Personnel may possess legally authorized Weapons.

V. **PROCEDURE**

- A. Managing the Violent Situation
 - 1. Contacting Law Enforcement Personnel
 - a. Employees are encouraged to seek the immediate assistance of Law Enforcement Personnel when confronted with situations which are Violent, or which have the potential of becoming Violent. If a telephone can be safely accessed, an employee should dial “9-1-1,” should describe the situation and location where the incident is occurring, and, if possible, should maintain telephone contact with the “9-1-1” dispatcher until the police arrive, or until the “9-1-1” dispatcher indicates the call may be ended.
 - 2. Other Actions
 - a. When confronted by a verbally abusive Person or Persons, an Employee should undertake the following actions if able to do so safely:

- i. Attempt to restore calm by courteously asking the Person or Persons to cease their verbally abusive actions;
 - ii. Notify a supervisory Employee of the situation as soon as possible; and
 - iii. Request the assistance and aid of fellow Employees.
- b. When confronted by a Person or Persons Threatening bodily harm, an Employee should undertake the following actions if able to do so safely:
 - i. Leave the presence of the Threatening Person;
 - ii. Notify a supervisory Employee of the situation as soon as possible; or
 - iii. Contact law enforcement personnel if necessary.
- c. When an Employee observes a Person, other than Law Enforcement Personnel, possessing a Weapon while on County property, an Employee should immediately call Law Enforcement Personnel.

C. Reporting the Violent or Threatening Act or Situation

1. An Employee who has witnessed a Violent Act or Threat of Violence in a County Workplace, or who has knowledge of facts causing the Employee to reasonably believe a Violent situation is present or is Threatened in the County Workplace, shall immediately report the act or situation to:
 - a. His or her immediate supervisor;
 - b. His or her department head or division director; or
 - c. The County Attorney.
2. A supervisor who has witnessed a Violent Act or Threat of Violence in a County Workplace, who has knowledge of facts reasonably causing him or her to believe a Violent situation is present or is Threatened in a County Workplace, or who has received a report from an Employee that a Violent Act or Threat occurred or exists in a County Workplace, shall immediately report the act or situation to:

Deleted: Director of Health and Human Services

- a. The department head or division director; or
 - b. The County Attorney.
3. After receiving a report that a Violent Act or Threat of Violence has occurred, or that a Violent situation or Threat occurred or exists in a County Workplace, the department head or division director and the County Attorney shall immediately report the matter to the County Administrator and the Director of Health and Human Services, orally and in writing.
4. In making reports under this policy, an employee shall provide as much factual information and detail as possible and shall reduce their report to writing.

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D. Investigation of Violent or Threatening Acts of Situations

- 1. To the extent practicable, appropriate, and required by applicable law, confidentiality will be maintained throughout the investigatory process.
- 2. The Director of Health and Human Services, with the assistance of the County Attorney or other legal counsel or other appropriate management employees, will conduct any investigations under this Policy unless the County Administrator determines otherwise.
- 3. All Employees have a duty to cooperate in any investigation conducted under this Policy.

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VI. **DISCIPLINE**

A. Discipline for Employees Engaging in Prohibited Conduct

An employee who has engaged in prohibited conduct under this Policy will be disciplined. Appropriate discipline will be determined by the County Administrator after consultation with the Employee's department head or division director, the Director of Health and Human Services, and the County Attorney, and may include reprimand, demotion, suspension without pay, and/or recommendation for termination.

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B. Discipline for Other Violations of this Policy

An Employee who fails to report Violent or Threatening Acts or situations as required by this Policy, or who fails to cooperate with investigations conducted under this Policy, will be disciplined. Appropriate discipline will be determined by the County Administrator after consultation with the Employee's department head or division director, the Director of Health and Human Services, and the County Attorney, and may include reprimand,

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demotion, suspension without pay, and/or recommendation for termination.

VII. GENERAL PROVISIONS

- A. The Employee Assistance Program (EAP) is available to all County Employees and includes counseling and referral services. Employees should use the services of the EAP to prevent and deal with Violent Acts and situations and Threats of Violence occurring in the Workplace.¹
- B. Recommendations and suggestions from Employees for improving security and reducing the risk of Violence and Threats in the Workplace are encouraged and should be made in writing to the Employee's department head or division director, the Director of Health and Human Services, the County's Safety Administrator, or the County's Safety Committee.
- C. Because the County does not tolerate Threats, intimidation or Violence in its Workplaces, the County will, to the extent practicable, appropriate, and permitted by law, investigate any incident involving a non-employee and will take any action necessary to remove Threats posed by non-employees. The County encourages the reporting of all incidents covered by the terms of this Policy, regardless of the offender's identity, in accordance with the procedures established in this Policy.

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¹ See Policy No. EB-14 Employee Assistance Program (EAP) for information on available services.



POLICY TITLE: Whistleblower Policy

POLICY NO.: PR-26

I. PURPOSE

The Board of County Commissioners expects officers and Employees to observe high standards of business and personal honesty, integrity, and ethics in the conduct of their duties. This Policy is intended to enable Employees to raise concerns about violations of law, gross waste of County funds or property, or gross neglect of duty committed by County officers, Employees, or Independent Contractors.

II. DEFINITIONS

Unless otherwise specified, the following terms have the meanings indicated:

- A. "County" means the Board of County Commissioners of Washington County, Maryland.
- B. "Employee" or "Employees" means a person or persons employed by the County.
- C. "Adverse Personnel Action" means the discharge, suspension, transfer, or demotion of an Employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an Employee.
- D. "Independent Contractor" means a person or entity, other than an Employee, who is engaged in a business and who enters into a contract with the County to provide goods or services to the County.
- E. "Whistleblower" means an Employee who reports an activity that he or she, in good faith, considers a violation of law, gross waste of County funds or property, or gross neglect of duty committed by County officers, Employees or Independent Contractors.

III. EMPLOYEES PROTECTED

This Policy protects the following:

- A. Whistleblowers who disclose information in a written and signed complaint form as provided in Section V of this Policy;
- B. Employees who participate in an investigation, hearing, or other inquiry conducted by the County; and
- C. Employees who refuse to participate in an adverse action prohibited by this Policy.

IV. RETALIATION PROHIBITED

- A. The County shall not dismiss, discipline, or take any other Adverse Personnel Action against a protected Employee as defined in Section III of this Policy.
- B. The provisions of this Policy shall not be applicable if an Employee discloses information known by the Employee to be false.
- C. No immunity is provided under this Policy to any person for his or her own wrongdoing.

V. REPORTING PROCESS

- A. An Employee wishing to disclose information consistent with Section VI of this Policy must file a written and signed complaint form with the County Attorney.
- B. An Employee wishing to disclose information concerning an Adverse Personnel Action prohibited by this Policy must file a written and signed complaint form with the County Attorney within sixty (60) days of the Employee having received notice of the Adverse Personnel Action prohibited by this Policy.
- C. The complaint form referenced in this Section V is available upon request from the County Attorney's Office, the Division of Health and Human Services, or on the County's intranet site at <http://intranet.washco-md.net>.
- D. Upon receipt of a signed and written complaint form, County Attorney will review the complaint and consult with the appropriate staff for investigation or other resolution.
- E. If the information to be disclosed by an Employee concerns or involves the County Attorney, disclosure will be made to the County Administrator.

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VI. NATURE OF WHISTLEBLOWER INFORMATION

The information disclosed by an Employee must concern at least one (1) of the following:

- A. A violation or suspected violation of a federal, State, or local law, rule, or regulation, committed by an officer or Employee of the County or an Independent Contractor;
- B. An act of gross mismanagement, gross waste of public funds, or gross neglect of duty committed by an officer or an Employee of the County or an Independent Contractor; or
- C. An Adverse Personnel Action against a protected Employee as defined in Section III of this Policy.

VII. RULES AND PROCEDURES

The County Administrator is authorized to promulgate such other rules and procedures necessary to effectuate the intent of this Policy.



POLICY TITLE: Leave

POLICY NO.: PR-34

I. PURPOSE

This Policy establishes consistent practices County-wide regarding administering employee leave; provides information and sets County policy regarding compliance with federal and State statutes, rules, and regulations; and establishes uniformity in reporting absences.

Absences adversely impact employees and their departments. Loss of earnings can be devastating to employees, and loss of productivity to County departments can disrupt the County's provision of services to its citizens. Therefore, while the County provides a paid leave program to eligible employees as income protection for absences, the administration of the paid leave program is subject to strict requirements and monitoring.

II. SCOPE

This Policy addresses various types of leave and applies to all full-time (working at least [40] hours per week) personnel employed by the Board of County Commissioners of Washington County. If other leave policies are in place within departments reporting to elected officials, such as the Washington County Sheriff's Office, the State's Attorney's Office, and the Washington County Treasurer's Office, this Policy is intended to work in conjunction with, and not to supersede, those other leave policies. If this Policy conflicts with any federal, State, and local laws, ordinances, rules, and regulations, then the federal, State, and local laws, ordinances, rules, and regulations will prevail.

III. VACATION LEAVE

- A. The amount of paid vacation leave to which an employee is entitled each year depends on the employee's length of service with the County. The employee should consult with his or her supervisor each year concerning scheduling vacation leave. Every effort will be made to accommodate employees' requests for vacation leave. However, the needs of the County and the balancing of work schedules will take precedence over vacation leave requests. If a department head cannot accommodate all employees when two or more employees request overlapping vacation leave periods, the requests will be granted on the basis of seniority within the County. Vacation is a benefit granted to employees by the County and may be denied if the circumstances described here in so warrant.
- B. Although vacation leave begins to accrue during the first month of employment, vacation leave may not be taken by any employee until six (6)

months of employment have been completed. Employees who terminate prior to the completion of six (6) months of employment are not entitled to vacation pay. However, after six (6) months of employment, an employee will be eligible for vacation leave pay for unused vacation if the employee terminates employment with the County.

- C. Vacation leave may be taken in increments of one-quarter (1/4) hour or more.
- D. Carryover of vacation leave will run on a calendar year basis from January 1 to December 31. Years of service for purposes of vacation leave accrual are based on an employee’s actual time in full-time County employment, computed from the employee’s anniversary date of hire. Earned vacation leave will accrue as indicated in the following table, according to the anniversary date of hire.

Years of Service	Rate of Accrual per Pay Period	Annual Vacation Leave Entitlement	Maximum Carryover at end of the calendar year
0 through 5	3.08 hours	2 weeks	200 hours
6 through 15	4.62 hours	3 weeks	200 hours
Over 15	6.16 hours	4 weeks	200 hours

- E. For an employee who is on extended unpaid leave, the accrual of vacation leave will be suspended until the employee returns to work.

IV. PERSONAL LEAVE

Employees are entitled to personal leave consisting of six (6) personal days per calendar year. Three (3) days of personal leave are granted on January 1 of each year, and three (3) days of personal leave are granted on July 1 of each year. Personal days must be taken in full day increments with the exception of Emergency Services which has its own policy regarding the use of personal leave. Personal leave cannot be carried over at the end of a calendar year.

V. SICK LEAVE

- A. Sick leave accrues for all eligible employees from the first day of work; however, no sick leave may be taken until completion of three (3) months of employment. Any absence during the first three (3) months of employment due to illness will be unpaid unless the use of any available personal leave is authorized by an employee’s supervisor.
- B. Sick leave accrues on a bi-weekly basis at the rate of fifteen (15) days per year, and accumulation of sick leave is unlimited.
- C. For an employee who is on extended unpaid leave, the accrual of sick leave will be suspended until the employee returns to work.

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- D. Sick leave is paid only for days and hours of regularly scheduled work. If an employee has been approved for use of sick leave under the Family and Medical Leave Act (FMLA), any used sick leave will be counted against and will run consecutively with the approved period of absence allowed under the FMLA.¹
- E. Upon termination of employment, an employee will be paid Ten Dollars (\$10.00) for each accumulated sick day [measured in increments of eight (8) hours] up to a maximum of one hundred thirty (130) days not to exceed \$1,300.00. No sick leave payout will be made to any employee who has not completed his or her first three (3) months of employment.
- F. Any accrued sick leave may be applied to credited service for retirement purposes only.
- G. If an employee is absent for three (3) or more consecutive work days, the employee must obtain an excuse from a licensed healthcare provider and must provide the excuse to the employee's supervisor upon return to work. The employee must also provide the Department of Human Resources with a copy of the excuse upon return to work. This requirement also applies to an employee who is absent from work either the day before or the day after a holiday; failure to provide the required excuse will result in the employee not being paid for the holiday.

VI. ABUSE OF SICK LEAVE

- A. Sick leave is intended to be used for bona fide illnesses and for health-related reasons such as doctor appointments. Sick leave is not to be used for vacation, personal business, or leave of absence.
- B. An employee's supervisor and department head are jointly responsible for monitoring sick leave usage, notifying an employee of problematic sick leave use, and taking appropriate disciplinary action in cases of substantiated sick leave abuse.

Examples of sick leave abuse include, but are not limited to the following:

1. Any pattern of unsubstantiated sick leave use, such as the use of six (6) days in a six (6) month period in increments of one (1) or two (2) days at a time;
2. Habitual sick leave absences on Mondays, Fridays, and the days immediately before and after holidays;

¹ See Policy No. PR-15 Family and Medical Leave (FMLA).

3. Use of sick leave in excess of any sick leave accrued, whether substantiated or unsubstantiated, during the first calendar year of employment;
4. Use of sick leave along with other types of leave;
5. Use of sick leave to avoid undesirable scheduling of work;
6. Participation in activities or secondary employment that would indicate fitness for duty while an employee is on sick leave;
7. Engaging in unsubstantiated sick leave use for lengthy illnesses;
8. No significant accumulation of sick leave after at least three (3) to five (5) years of service, without sustaining a major illness during that time period.

VII. FAMILY SICK LEAVE

- A. Employees are entitled to use up to forty (40) hours of their accumulated sick leave per calendar year (January through December) to care for ill family members. A family member includes spouse, eligible dependent, or parent. Family sick leave may also be used for the birth or adoption of a child, for the placement of a child in foster care with an employee, or for the care of any person for whom the employee is financially responsible.
- B. All family sick leave hours should be coded **FAMILY SICK (SFM)** on time reporting records.
- C. Family sick leave is paid only for days and hours of regularly scheduled work. If an employee has been approved for use of family sick leave under the Family and Medical Leave Act (FMLA), any used family sick leave will be counted against and will run consecutively with the approved period of absence allowed under the FMLA.²
- D. If an employee is absent for three (3) or more consecutive work days due to care of an ill family member, the employee must obtain an excuse from a licensed healthcare provider and must provide the excuse to the employee's supervisor upon return to work. The employee must also provide the Department of Human Resources with a copy of the excuse upon return to work. This requirement also applies to an employee who is absent from work either the day before or the day after a holiday; failure to provide the required excuse will result in the employee not being paid for the holiday.

² See Policy No. PR-15 Family and Medical Leave (FMLA).

- E. Use of family sick leave will be counted against an employee's eligibility for incentives under the County's Sick Leave Incentive Program (see Section VIII of this Policy).

VIII. SICK LEAVE INCENTIVE PROGRAM

- A. To reward employees who sparingly use sick leave, an incentive of up to \$90.00 per day (with a maximum payout of a five [5] days) will be given to each employee whose sick leave usage record during the fiscal payroll period (from the first pay end of the fiscal payroll year to the last pay end of the fiscal payroll year) meets the following eligibility requirements:
 - 1. One (1) day incentive payment not to exceed \$90.00 for two (2) days of sick leave used;
 - 2. Two (2) day incentive payment not to exceed \$180.00 for one (1) day of sick leave used;
 - 3. Three (3) day incentive payment not to exceed \$270.00 for zero (0) days of sick leave used;
 - 4. Four (4) day incentive payment not to exceed \$360.00 for three (3) or four (4) consecutive fiscal payroll years with no sick leave usage;
 - 5. Five (5) day incentive payment not to exceed \$450.00 for five (5) or more consecutive fiscal payroll years with no sick leave usage.
- B. For immediately preceding subsections A.4. and A.5., **any** use of sick leave will constitute a break in consecutive fiscal payroll years; and the employee must work at least three (3) consecutive fiscal payroll years before regaining eligibility for the sick leave incentive.
- C. Sick leave used due to a work-related injury or to visit a physician at the County's direction due to a past work-related injury will not adversely affect the calculation of an employee's eligibility for the sick leave incentive if the employee's time is properly coded on time records.
- D. If sick leave is used for additional bereavement leave purposes (see Section XI of this Policy), the use of sick leave for that purpose will not be counted against an employee's eligibility for the sick leave incentive.
- E. The incentive at the end of the fiscal payroll year will not be subject to any applicable deduction from accumulated sick leave totals.
- F. Any sick leave approved under the FMLA will be treated as sick leave for purposes of calculating eligibility for the sick leave incentive.

- G. All new employees who are hired during the course of the fiscal payroll year will receive sick leave incentive benefits on a pro rata basis. The County will calculate the benefit due to a new employee by using only that specific period of time that the employee could have actually used sick leave.

The following example illustrates the practical application of this subsection VIII.F. A new employee who is hired effective October 1 would have nine (9) full months of County service as of July 1 of the following fiscal payroll year. However, during the first three (3) months of the individual's employment, sick leave was not usable pursuant to County policy. Assuming no sick leave usage for the full nine (9) months, the employee would not receive nine-twelfths (9/12) of the total sick leave incentive, but would instead receive six-twelfths (6/12) because $6/12 \times 3$ days equals $1\frac{1}{2}$ days of sick leave incentive pay due, not to exceed \$90.00 per day.

IX. HOLIDAYS

- A. Regular full-time employees observe thirteen (13) holidays per calendar year listed below. Yearly holiday schedules are established by the County Administrator prior to the beginning of each new calendar year and distributed to each department.

<u>Month</u>	<u>Holiday</u>
January	New Year's Day Martin Luther King Day
February	Presidents' Day
March/April	Good Friday
May	Memorial Day
July	Independence Day
September	Labor Day
November	Veterans' Day Thanksgiving Day Friday after Thanksgiving
December	Christmas Eve Christmas Day New Year's Eve

- B. Certain County departments have twenty-four (24) hour operations or have schedules requiring work on County holidays. Employees required to work on County holidays will abide by the guidelines established by the County.

X. ANNUAL PHYSICAL LEAVE BENEFIT

To promote good health and well-being of employees, routine annual physicals are covered under the County's health care plan, subject to any applicable office visit co-pays and charges for non-covered procedures. All full-time employees will be granted up to two (2) hours per fiscal year (July through June) during normal business hours for an annual physical under the following conditions:

- A. The physical must be with the employee's primary care physician;
- B. The physical must be documented as an annual physical;
- C. The documentation of the annual physical must be forwarded to the Department of Human Resources;
- D. No special time reporting is needed because annual physical leave will show on time reporting records as time worked.

XI. BEREAVEMENT LEAVE AND PROCEDURE

- A. A regular full-time employee who experiences the death of an immediate family member may take off up to three (3) working days with pay to attend services and handle related matters. An immediate family member is defined as mother, father, parent-in-law, step-parent, spouse, grandparent, grandchild, child, step-child, brother, sister, step-sibling, foster parent, or foster child as recognized by law, or other close relative residing with the employee. The employee should notify his or her supervisor as soon as possible of the death and plans to take bereavement leave.
- B. Bereavement leave should be coded as **BEREAVEMENT** on time reporting records.
- C. Temporary full- and part-time employees are not eligible for paid bereavement leave.
- D. If an employee needs more than three (3) days of bereavement leave, the employee may use up to three (3) additional days of any available leave for bereavement purposes. If sick leave is used for additional bereavement leave and is coded **BEREAVEMENT SICK** on time reporting records, an employee's use of sick leave for bereavement purposes will not be counted against the employee's eligibility under the sick leave incentive program (see Section VIII of this Policy).

XII. WORKERS' COMPENSATION DISABILITY LEAVE

- A. If an employee suffers a compensable workers' compensation illness or injury and is unable to work, he or she will receive temporary total disability benefits from the County's third-party administrator and as provided by Maryland and other applicable law. These benefits are due only if the employee is off work more than three (3) days and will be administered according to applicable State and federal statutes, laws, rules, and regulations.
- B. An employee's workers' compensation disability period will not be deducted from the employee's accrued vacation, personal, or sick leave balances. In addition, the employee's regular accruals of benefit time will continue during the period of workers' compensation disability. However, this workers' compensation disability period of leave will be calculated toward and will run concurrently with any approved period of absence allowed under the FMLA.
- C. While an employee is on workers' compensation disability leave, the County will continue the employee's health, life, and disability benefits during the leave period at the same level and under the same conditions as if the employee were continuing to work, paying both the employer's share and the employee's share of benefit premiums. Upon the employee's return to work, the employee will repay the County for the amounts paid by the County for the employee's share of the benefit premiums during the period of workers' compensation disability leave. The employee's repayment will be made by the employee's payment of an additional 25% above the employee's share of the benefit premium for each pay period until the County is repaid in full. Repayment amounts will be automatically deducted from the employee's paycheck. Alternatively, the employee may elect to pay the employee's share of benefit premiums while on workers' compensation disability leave.
- D. An employee who is released to duty with medical restrictions may be eligible to participate in the County's modified duty assignment program on a case-by-case basis.³

XIII. FAMILY AND MEDICAL LEAVE

See Policy No. PR-15 Family and Medical Leave (FMLA).

XIV. ADMINISTRATIVE LEAVE OF ABSENCE WITH PAY

Any approved administrative leave or leave of absence with pay is available only sparingly, on a case-by-case basis, upon the recommendation of the department head and in concurrence with the Director of Health and Human Services and the County Administrator.

³ See Policy No. PR-17 Modified Duty Procedure.

XV. ADMINISTRATIVE LEAVE OF ABSENCE WITHOUT PAY

Upon an employee's exhaustion of available paid leave, department heads and elected officials may, at their discretion, grant up to five (5) days of administrative leave or leave of absence without pay within each fiscal year. The County Administrator will review all requests for administrative leave or leave of absence without pay for more than five (5) days on a case-by-case basis. Such requests must be made in writing through the department head to the County Administrator, specifically stating the reasons for the request and the covered time period. The department head will accompany an employee's request with a written recommendation for approval or disapproval and state the supporting reasons if disapproval is recommended. The employee may initiate the County's four (4) step grievance procedure⁴ if he or she is dissatisfied with the disapproval. For an employee who is on extended unpaid leave, the accruals of sick and vacation leave will be suspended until the employee returns to work.

XVI. SHORT-TERM DISABILITY

See Policy No. EB-4 Short-Term Disability.

XVII. LONG-TERM DISABILITY

The County provides for long-term disability benefits with eligibility determined by the County's insurance carrier on a case-by-case basis. Employees who require more information regarding long-term disability should contact the Department of Human Resources.

XVIII. REPORTING DOCUMENTATION, AND RETURN TO DUTY REQUIREMENTS

- A. If an employee cannot report to work because of illness, his or her supervisor must be notified as soon as possible. Each department head will develop and post notification requirements specifically applicable to their areas of responsibility. If an employee's illness of several days' duration, the employee must keep his or her supervisor informed at regular intervals (no less than weekly) of the state of his or her condition and expected return-to-work date.
- B. Sick leave taken for three (3) consecutive work days or more must be substantiated by a statement from a licensed healthcare provider on professional letterhead, signed and dated by the provider, indicating the dates or anticipated dates of the employee's absence, the probable duration of the employee's illness or condition, and the employee's fit-for-duty status.

⁴ The County's four (4) step grievance procedure is set forth in Washington County's Employee Handbook.

- C. Each department head is responsible for notifying the Department of Human Resources when an employee is absent for three (3) or more consecutive days for the same health-related reason. Each department head is responsible for forwarding medical and disability statements to the Department of Human Resources for inclusion in personnel files.
- D. The Department of Human Resources will distribute periodic absence utilization reports to department heads, division directors, and the County Administrator.



POLICY TITLE: Tobacco Free Campus

POLICY NO.: PR-36

I. PURPOSE

The purpose of this Policy is to establish and maintain the safest possible environment for Washington County's employees and citizens, to minimize adverse effects of tobacco to employees, visitors, volunteers, and citizens; to reduce the risk of fire; to promote health and wellness; to serve as a community role model; to enhance employee productivity; and to reduce healthcare costs.

II. GENERAL POLICY

No employee, volunteer, or visitor may use any form of tobacco product on property that is owned, leased, occupied, or operated by Washington County, except in areas designated for tobacco use pursuant to this Policy.

III. APPLICABILITY

This Policy applies to all employees, volunteers, and visitors while at, on, or in property that is owned, leased, occupied, or operated by Washington County, including County vehicles.

IV. PROCEDURE

- A. Washington County is tobacco-free. This Policy applies to all forms of tobacco products including cigarettes, electronic cigarettes, cigars, pipes, herbal tobacco products, snuff, and chewing tobacco, the use of which is prohibited at, on, or in property owned, leased, occupied, or operated by Washington County, unless otherwise accepted by this Policy.
- B. With the exception of Black Rock Golf Course and the [Washington County Agricultural Center](#), tobacco use is prohibited at, on, or in all campuses, facilities, and properties owned, leased, occupied, or operated by Washington County, or used for County government functions, including, but not limited to, buildings, parking lots, parks, recreation areas. Tobacco use is also prohibited in all vehicles which are owned, leased or operated by Washington County.¹ Additionally, County employees are prohibited from using tobacco products on private property if they are on private property for County business purposes.
- C. Notice of this Policy will be given to employees in writing with formal and informal reminders as necessary for implementation and enforcement.

¹ See Policy No. PR-25 Use of Official Cars and Equipment for guidelines on permitted uses of County vehicles.

Deleted: <#>The director of each campus, facility, or property subject to this Policy will establish designated tobacco use areas with the approval of the Director of Public Works.¶

Additional notice of this Policy will be given by the posting of signage at each campus, facility, or property subject to this Policy.

- D. New employees will be made aware of this Policy at orientation for new hires.
- E. Supervisors are responsible for managing the implementation and enforcement of this Policy within their respective work areas. Employees violating this Policy will be subject to progressive disciplinary action. Volunteers and visitors will be asked to cease the activity causing the violation and/or leave the property.
- F. Washington County understands that it is not easy to overcome a reliance on nicotine and is willing to assist in this undertaking. A variety of smoking cessation resources are and will be offered to employees. Employees interested in such resources are encouraged to contact the Department of Health and Human Services for more information.



POLICY TITLE: Anti-Discrimination and Complaint Procedure

POLICY NO.: PR-37

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I. PURPOSE

The purpose of this Policy is to establish formal guidelines to ensure that County employees, potential employees, and volunteers of Washington County may work in an environment free from Discrimination or actions of a Discriminating nature.

II. GENERAL POLICY

The Board of County Commissioners strives to create and maintain a work environment in which people are treated with dignity, decency, and respect. The environment of the County should be characterized by mutual trust and the absence of intimidation, oppression, and exploitation. Employees should be able to work and learn in a safe, yet stimulating, atmosphere. The accomplishment of this goal is essential to the County's mission. For that reason, the Board of County Commissioners will not tolerate unlawful Discrimination of any kind. Through enforcement of this Policy, and by education of Employees, the County will seek to prevent, correct, and discipline behavior that violates this Policy.

III. SCOPE

This Policy applies to all Employees as defined herein.

IV. DEFINITIONS AND PROHIBITED CONDUCT

The Board of County Commissioners, in compliance with all applicable federal, State, and local Discrimination laws and regulations, enforces this Policy in accordance with the following definitions and guidelines:

A. Definition of "Employee" or "Employees"

For purposes of this Policy, "Employee" or "Employees" means elected and appointed officials, department heads, division directors, all full- and part-time employees, board and commission members, and unpaid volunteers.

B. The Board of County Commissioners prohibits Discrimination of any kind as defined herein, and will take appropriate and immediate action in response to complaints or knowledge of violations of this Policy.

C. Discrimination

1. It is a violation of this Policy and, therefore, prohibited conduct, to discriminate in the provision of employment opportunities, benefits, or

privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information, or marital status.

2. The discrimination that is prohibited conduct under this Policy may also be strictly prohibited by a variety of federal, State, and local laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. This Policy is intended to comply with the prohibitions stated in these and other applicable anti-discrimination laws.

D. Types of Prohibited Discrimination and Associated Laws

1. **Age Discrimination** – Age discrimination involves treating an applicant or employee less favorably because of his or her age in any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, benefits, and any other term or condition of employment. The Age Discrimination in Employment Act of 1967 (ADEA) prohibits age discrimination against people who are age forty (40) or older.
2. **Disability Discrimination** – Disability discrimination occurs when an employer or other entity covered by Title I and Title V of the Americans with Disabilities Act of 1990, as amended, or the Rehabilitation Act of 1973, as amended, treats a qualified individual with a disability who is an employee or applicant unfavorably because he or she has a disability or a history of a disability or is believed to have a physical or mental impairment that is not transitory and minor. Disability discrimination also occurs when an employer or other entity treats an employee or applicant unfavorably on the basis that he or she has a relationship with a disability. Disability discrimination may occur in any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, benefits, and any other term or condition of employment, including not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee when making such reasonable accommodation would not cause undue hardship.
3. **Equal Pay/Compensation Discrimination** – Equal pay/compensation discrimination involves the inequality in wages between men and women and is illegal under the Equal Pay Act of 1963, as amended, the Lilly Ledbetter Fair Pay Act of 2009, as amended, and Title VII of the Americans with Disabilities Act of 1990, as amended. The

Equal Pay Act requires that men and women in the same workplace be given equal pay for equal work. The jobs need not be identical, but they must be substantially equal. Job content, not job titles, determines whether jobs are substantially equal. All forms of pay are covered, including salary, overtime pay, bonuses, stock options, profit sharing and bonus plans, life insurance, vacation and holiday pay, cleaning or gasoline allowances, hotel accommodations, reimbursement for travel expenses, and benefits. If there is an inequality in wages between men and women, employers may not reduce the wages of either sex to equalize their pay.

4. **Genetic Information Discrimination** – Genetic information discrimination involves the use of genetic information in making employment decisions and is illegal under Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA). GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members. Genetic information includes family medical history. Genetic information also includes an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by an individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology. Discrimination on the basis of genetic information is illegal with regard to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. An employer may never use genetic information to make an employment decision because genetic information is not relevant to an individual's current ability to work.
5. **Harassment** – Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), and the Americans with Disabilities Act of 1990 (ADA). While harassment is included in this Policy as a type of prohibited discrimination, Washington County maintains a separate policy that specifically deals with harassment, including sexual harassment. See Policy No. PR-13 Anti-Harassment and Complaint Procedure.
6. **National Origin Discrimination** – National origin discrimination involves treating people (applicants or employees) unfavorably

because they are from a particular country or part of the world, because of ethnicity or accent, or because they appear to be of a certain ethnic background even if they are not. National origin discrimination also can involve treating people unfavorably because they are married to or associated with a person of a certain national origin. Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of national origin.

7. **Pregnancy Discrimination** – Pregnancy discrimination involves treating a woman (applicant or employee) unfavorably because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. The Pregnancy Discrimination Act (PDA) forbids discrimination based on pregnancy. Discrimination on the basis of pregnancy is illegal with regard to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. If a woman is temporarily unable to perform her job due to a medical condition related to pregnancy or childbirth, she must be treated in the same way as any other temporarily disabled employee must be treated. For example, the employer may have to provide light duty, alternative assignments, disability leave, or unpaid leave to pregnant employees if it does so for other temporarily disabled employees.¹
8. **Race and Color Discrimination** – Race discrimination involves treating an individual (applicant or employee) unfavorably because he or she is of a certain race or because of personal characteristics associated with race (such as hair texture, skin color, or certain facial features). Color discrimination involves treating an individual unfavorably because of skin color complexion. Race and color discrimination also can involve treating someone unfavorably because the person is married to or associated with a person of a certain race or color. Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race or color.
9. **Religious Discrimination** – Religious discrimination involves treating a person (applicant or employee) unfavorably because of his or her religious beliefs. The law protects not only people who belong to traditional, organized religions, such as Buddhism,

¹ See Policy No. PR-32 Reasonable Accommodation Due to Pregnancy.

Christianity, Hinduism, Islam, and Judaism, but also others who have sincerely held religious, ethical, or moral beliefs. Religious discrimination can also involve treating someone differently because that person is married to or associated with an individual or a particular religion. Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of religion or sincerely held religious, ethical, or moral beliefs.

10. Sex-Based Discrimination – Sex-based discrimination involves treating an individual (applicant or employee) unfavorably because of the individual's sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation, is discrimination because of sex in violation of Title VII of the Civil Rights Act of 1964, as amended. Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of sex, gender identity, and sexual orientation.
11. Sexual Harassment – Sexual harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), and the Americans with Disabilities Act of 1990 (ADA). While sexual harassment is included in this Policy as a type of prohibited discrimination, Washington County maintains a separate policy that specifically deals with sexual harassment, together with harassment of a non-sexual nature. See Policy No. PR-13 Anti-Harassment and Complaint Procedure.
12. The types of discrimination addressed in this Policy also constitute potential violations of the Civil Rights Act of 1991, as amended, which provides monetary damages in cases of intentional employment discrimination.
13. The U.S. Equal Employment Opportunity Commission (EEOC) enforces all of the laws addressed in this Policy, together with other federal, State, and local laws as applicable. The EEOC also provides oversight and coordination of all federal equal employment opportunity regulations, practices, and policies which will be consulted in interpreting and implementing this Policy.

E. Retaliation

1. Retaliation is the punishment of job applicants or employees for

asserting their rights to be free from all types of employment discrimination, including harassment.²

2. All of the laws addressed in this Policy, together with other federal, State, and local laws as applicable [collectively, the equal employment opportunity (EEO) laws], prohibit retaliation. Retaliation is prohibited conduct under this Policy.
3. An employee's assertion of his or her rights under the EEO laws is called "protected activity" which can take many forms. The following examples of protected activity are intended to be guidelines and are not exclusive when determining acts that constitute protected activity under this Policy or all applicable laws:
 - a. Filing or being a witness or investigator in an EEO charge, complaint, investigation, or lawsuit;
 - b. Communicating with a supervisor or manager about employment discrimination, including harassment;³
 - c. Answering questions during an employer investigation of alleged harassment;⁴
 - d. Refusing to follow orders that would result in discrimination;
 - e. Resisting sexual advances, or intervening to protect others;⁵
 - f. Requesting accommodation of a disability⁶ or for a religious practice;
 - g. Asking managers or co-workers about salary information to uncover potentially discriminatory wages;
 - h. Participating in a complaint process;⁷
 - i. Other acts to oppose discrimination as long as the employee was acting on a reasonable belief that something in the workplace may violate the EEO laws, even if he or she did not use legal terminology to describe it.

² See also Policy No. PR-13 Anti-Harassment and Complaint Procedure.

³ See also Policy No. PR-13 Anti-Harassment and Complaint Procedure.

⁴ See also Policy No. PR-13 Anti-Harassment and Complaint Procedure.

⁵ See also Policy No. PR-13 Anti-Harassment and Complaint Procedure.

⁶ See also Policy No. PR-31 Americans with Disabilities Act (ADA) and Americans with Disabilities Amendments Act (ADAAA).

⁷ See also Policy No. PR-13 Anti-Harassment and Complaint Procedure.

4. Engaging in protected activity does not shield an employee from all discipline or discharge. Employers are free to discipline or terminate workers if the discipline or termination is motivated by non-retaliatory and non-discriminatory reasons that would otherwise result in such consequences.
5. An employer is not allowed to take any action in response to protected activity that would discourage an individual from resisting or complaining about future discrimination.
6. The following examples of potential retaliation are intended to be guidelines and are not exclusive when determining whether there has been a violation of this Policy:
 - a. Reprimanding an employee or giving a performance evaluation that is lower than it should be;
 - b. Transferring an employee to a less desirable position;
 - c. Engaging in verbal or physical abuse;
 - d. Threatening to make or actually making reports to authorities, such as reporting immigration status or contacting the police;
 - e. Increasing scrutiny;
 - f. Spreading false rumors or treating a family member negatively, e.g., canceling a contract with an employee's spouse; or
 - g. Making an employee's work more difficult, e.g., punishing an employee for filing an EEO complaint by purposefully changing his or her work schedule to conflict with family responsibilities.

F. Compliance with Policy and Applicable Laws

All Employees are expected to comply with this Policy and to take appropriate measures to ensure that the conduct prohibited herein does not occur. Appropriate disciplinary action will be taken against any Employee who violates this Policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

G. Complaint Procedure

1. The Board of County Commissioners will courteously treat any person who invokes the complaint procedure under this Policy. The County will handle all complaints swiftly and confidentially, to the greatest extent permitted by applicable law, in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against an Employee or have an adverse impact on the Employee’s employment status. Because of the damaging nature of all types of discrimination against victims and the entire workforce, aggrieved Employees are strongly urged to use this procedure. However, filing groundless or malicious complaints is an abuse of this Policy and will be treated as a violation thereof.

2. The Board of County Commissioners has established the following procedure for lodging a complaint of discrimination or retaliation. The County will treat all aspects of the complaint procedure in accordance with the confidentiality provisions of this Policy.
 - a. An individual may initiate the complaint procedure under this Policy by filing a complaint in writing with the [County Attorney](#). No formal action will be taken against any person under this Policy unless the [County Attorney](#) has received a written and signed Harassment/Discrimination Investigation Consent Form containing sufficient details to determine whether this Policy may have been violated. The complainant [the person filing the complaint] may obtain a copy of the Harassment/Discrimination Investigation Consent Form from the [County Attorney’s Office](#), the Department of Human Resources, or online as part of this Policy made available by the Department of Human Resources at www.washco-md.net. If a supervisor or manager becomes aware that discrimination has occurred or is occurring, either from personal observation or as a result of an Employee’s report, the supervisor or manager must immediately report the conduct to the [County Attorney](#).

 - b. Upon receiving a complaint or being advised by a supervisor or manager that violation of this Policy may be occurring, the [County Attorney](#) will notify the County Administrator and the Director of Health and Human Services and review the Complaint with the County Administrator and the Director of Health and Human Services.

 - c. Within five (5) [business](#) days of receiving a complaint, the [Director of Health and Human Services](#) will notify the respondent or respondents [the person or persons charged in the complaint] of a complaint filing and initiate the investigation to determine whether there is a reasonable basis

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for believing that an alleged violation of this Policy occurred.

- d. During the investigation, the Director of Health and Human Services, together with the assistance of the County Attorney or other legal counsel or other appropriate management employees, will interview the complainant, the respondent or respondents, and any witnesses to determine whether the alleged conduct occurred.
- e. Within fifteen (15) business days of the matter being referred to the Director of health and Human Services by the County Attorney, the Director of Health and Human Services, together with other persons conducting the investigation will conclude the investigation and submit a written report of the investigative findings to the County Administrator and the County Attorney.
- f. If the investigation determines that discrimination or retaliation occurred in violation of this Policy, the Director of Health and Human Services, with the advice of the County Administrator and the County Attorney, will recommend appropriate disciplinary action. The appropriate disciplinary action will depend on the following factors: (i) the severity, frequency, and pervasiveness of the conduct; (ii) prior complaints made by the complainant; (iii) prior complaints made against the respondent or respondents; and (iv) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
- g. If the investigation is inconclusive or if the investigation determines that there has been no violation of this Policy, but potentially problematic conduct may have occurred, the Director of Health and Human Services, with the advice of the County Administrator and the County Attorney, may recommend appropriate preventive action.
- h. Within five (5) business days after the investigation is concluded and a recommendation is determined, the Director of Health and Human Services will meet with the complainant and the respondent or respondents separately, notify them of the findings of the investigation, and inform them of the action being recommended.

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i. The complainant and the respondent or respondents may submit statements to the Director of Health and Human Services challenging the factual basis of the findings. Any such statement must be submitted no later than five (5) business days after the meeting with the Director of Health and Human Services, in which the findings of the investigation are discussed.

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j. If the recommendation is any disciplinary action other than termination, then within ten (10) business days from the date that the Director of Health and Human Services meets with the complainant and respondent or respondents, the Director of Health and Human Services will review the investigative report and any statements submitted by the complainant and respondent or respondents, discuss results of the investigation with the County Administrator, the County Attorney, and other management staff as may be appropriate, and decide what action, if any, will be taken. The Director of Health and Human Services will report the decision to the respondent or respondents, and the appropriate management staff assigned to the department or departments in which the complainant and the respondent or respondents work. The decision will be in writing and will include findings of fact and a statement for or against disciplinary action. If disciplinary action is to be taken, the respondent or respondents will be informed of the nature of the discipline and how it will be executed.

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k. If the recommendation is termination, then the Director of Health and Human Services will make the recommendation at the next regularly scheduled meeting of the Board of County Commissioners. Within five (5) business days following the Board of County Commissioners' decision regarding the recommendation of termination, the Director of Health and Human Services will report the Board's decision to the respondent or respondents and the appropriate management staff assigned to the department or departments in which the respondent or respondents work. The decision will be in writing and will include findings of act and a statement for or against disciplinary action. If disciplinary action is to be taken, the respondent or respondents will be informed of the nature of the discipline and how it will be executed.

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H. Confidentiality

1. The Employee Assistance Program (EAP) provides confidential counseling services to County Employees. An employee who wishes to discuss an incident confidentially or to seek information and advice of a personal nature is encouraged to contact the EAP. The EAP's role in such cases will be limited to personal counseling and treatment for the person who is then an EAP client. Contacting the EAP will not qualify as notification to the County of a potential discrimination issue.⁸
2. During the complaint process, the confidentiality of the information received, the privacy of the individuals involved, and the wishes of the complainant will be protected to the greatest extent permitted by applicable law. The expressed wishes of the complainant for confidentiality will be considered in the context of the County's legal obligation to act on the charge and the right of the respondent or respondents to obtain information. In most cases, however, confidentiality will be strictly maintained by the County and those involved in the investigation. In addition, any notes or documents written by or received by the person or persons conducting the investigation will be kept confidential to the greatest extent permitted by applicable law.

I. Alternative Legal Remedies

Nothing in this Policy may prevent the complainant and the respondent or respondents from pursuing formal legal remedies or resolution through local, State, or federal agencies or the courts.

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⁸ See Policy No. EB-14 Employee Assistance Program (EAP) for information on offered services.



**HARASSMENT/DISCRIMINATION INVESTIGATION
COMPLAINT AND CONSENT FORM**

Washington County maintains a policy that all of its employees should be free from any form of harassment and discrimination. As part of that policy, the County is committed to investigating claims of harassment and discrimination and taking appropriate disciplinary or other actions when the facts show that harassment or discrimination has occurred. So that Washington County may conduct an investigation of your concerns, please complete and submit this form to the County Attorney.

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Complainant's Name: _____ Date: _____

I wish to file a complaint regarding the following event(s): _____

Provide any and all information pertinent to what has occurred, including the names of witnesses, events, dates, times, places, and what was said and done. Attach additional sheets if necessary.

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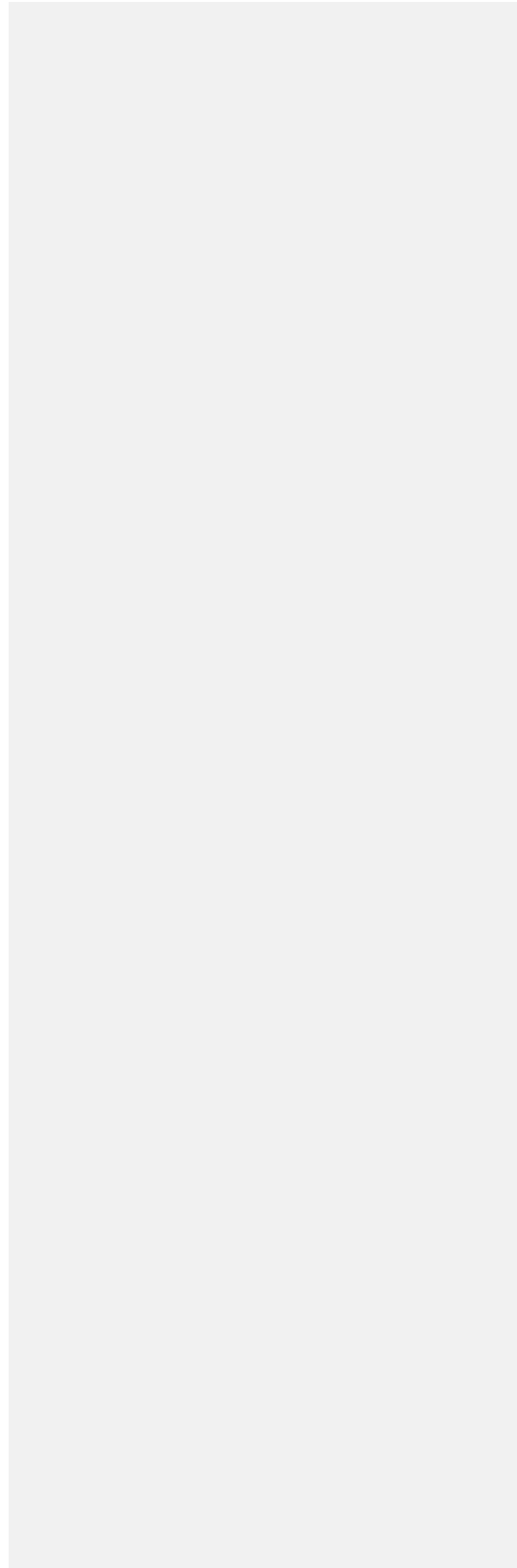
I, _____, hereby consent to Washington County's conduct of a complete and thorough investigation of the above complaint. I further authorize Washington County representatives to disclose to others, as necessary, on a need-to-know basis, and as required by law, certain of the information that I have provided or that I may provide in the future. I understand that disclosure of certain information that I have provided on this form or in the future may be necessary to ensure that a complete investigation can be conducted. I acknowledge that I have read and understand the contents of this consent statement.

Complainant's Signature Date

If you do not wish for the County to disclose certain information that you have provided, please specify that information in detail below. The County will attempt to honor your request to an extent that is consistent with the County's obligation to identify and correct instances of harassment and discrimination.

By signing this form, I acknowledge that the information I have provided is true and accurate to the best of my knowledge and recollection. I agree to fully and honestly cooperate with the investigation that the County will conduct as a result of this complaint.

Complainant's Signature Date





Open Session Item

SUBJECT: Wage and Related Recommendations

PRESENTATION DATE: November 28, 2017

PRESENTATION BY: Stephanie Stone, Health and Human Services Director; Kim Edlund, Director of Budget and Finance; Robert Slocum, County Administrator

RECOMMENDED MOTION: Reach concurrence upon the plan below

REPORT-IN-BRIEF: The BOCC approved and staff, at that time, initiated a salary study in early 2017. The largely anticipated study was delayed temporarily. The additional time allowed for a benefit analysis, detailed review and further consideration of investment in employee wellbeing. Current staff has reviewed the pertinent information, including the available budget and draft study, and is now prepared to present recommendations.

DISCUSSION: A wage increase was considered for the fiscal year 2018 budget, to be effective July 1, 2017. The Board was formally presented with recommendations for a 15% increase, by staff at that time. The Board decided to proceed with a 5% COLA while waiting upon a salary study, already underway, for further guidance. This discussion will make recommendations based upon the study results to date and other pertinent information.

In benefits, a number of categories were analyzed against peer employers, ranging from medical, dental, and vision to paid leave, risk insurance, and pension. The study found that in all categories the County provides equal or superior employee benefits. The benefits are difficult to quantify in dollar value as there are various plans with each personal account receiving different benefits each year. However, co-pays and deductibles may benefit County employees by several thousand dollars over peer employers. The County retirement plan benefit in dollar value also varies by employee, yet provides outstanding value in terms of employee contribution and security.

In wage, the largest recommendation of the study was a new salary structure with a low and high cost option. The low option would cost \$826,951 annually to place each position in the closest step in the consultant plan while the high option would cost \$1,743,045 annually to bring each position to the next highest step in the consultant plan. Staff is not confident the premise of a new structure will address the County or employee needs. The recommendations may prove unfavorable as the new structure introduces significant variation in pay increase from one position to another. The consultant confirmed that there is no direct correlation of the peer and job assessment results to the proposed salary structure or the proposed wages. There is some concern as well over the application of peer analysis and cost of living data. Finally, the study did not consider ancillary improvements for employee wellbeing.

The recommendation before the Board is to address employee wellbeing with five equally important investments: WAGE–EQUITY–TRAINING–RECOGNITION–TEAM BUILDING.

The WAGE of the County employee has suffered from 0% increase in years 2011, 2012, and 2014. When increased in other years, County increases largely fell behind other employers. Even with the latest COLA, other employers have outpaced the County since 2000. The average wage increase for County employees since 2000 ranks fifth after four other peer employers, the Board of Education, Frederick County, The City of Hagerstown, and the State of Maryland. The recommended COLA will address entry level salary. With approximately one third of the employees, the Sheriff has explained concern over entry level wages. In the future, the step increase should be reviewed in comparison with other employers. The step of others is lower while considering COLA. A COLA increase of 3.5%, effective mid-January of 2018 is recommended. A subsequent increase in fiscal year 2019 is recommended for review under the normal budget cycle.

The EQUITY in pay and recognition across departments within the County varies for select positions. For instance, a Highway position performing a very similar job to a Solid Waste position may be classified differently. An Airport position may be under recognized in value the good will creating repeat customers. A tradesperson may save the County tens of thousands of dollars in service and productivity when compared to the labor cost of the same skills in the private market. The wage of a Budget and Finance position may not compete with other similar positions offered by local government employers. Each example and more were not fully identified or addressed by the study, yet must be considered. A review of individual departments is recommended for further consideration by the Board.

The TRAINING offered to Washington County employees is not on par with others. To be recognized for a desire to learn and empowered to grow with the County, all employees should be afforded the opportunity to request annual training of some kind. Those who enjoy the opportunity to grow and learn will set an example of achievement. Training may include physical training and exercise. Because the County is self-insured, an investment in physical fitness is on par with mental fitness. Both are personal investments in the employee. A minimum training budget of \$120 per year for each full time employee is recommended.

The RECOGNITION of employees with extraordinary customer service is an opportunity the County has not recognized. While more must be done to reward employees that reward the County and its customers, a beginning is by offering extra training and related travel to training for model employees who strive to achieve and overachieve. Travel may include industry events, such as the Public Works Association or the Maryland Association of Counties or others. Department heads and division directors deserve the trust and responsibility to reward employees that have demonstrated and documented a desire to provide outstanding customer service. A recognition budget of \$77,000 per year is recommended, to be distributed equitably by department size.

The TEAM BUILDING efforts vary greatly among departments in the County. Consistency and equitable investment by position is necessary. There are no means of support to a department head to offer the occasional celebration or recognize employee achievements in the office setting. Some departments purchase shirts or jackets while others understand such goodwill gestures to be against policy. A budget of \$25 per employee per year is recommended to be dedicated to individual departments for department wide investment.

Each investment is calculated by employee to appropriately quantify and equally distribute each component to each department.

FISCAL IMPACT: The recommended investments are within budget for this and future fiscal years.

A 15% increase, per prior recommendation, would require an additional 10% over the 5% COLA approved and in place. That 10% increase would cost approximately \$5.42 Million annually, which exceeds the available budget of \$2.85 Million.

The fiscal impact of the recommended investments is estimated at \$2.52 Million.

Reducing the increase that went into effect July 1, 2017 from 15% to 5% initially and 8.5% in total over the entire fiscal year will save approximately \$4.4 Million this fiscal year. The subsequent annual savings will be approximately \$2.90 Million.

CONCURRENCE:

ALTERNATIVES: To do nothing or modify the recommendations made by staff

ATTACHMENTS:

AUDIO/VISUAL:



Agenda Report Form

Open Session Item

SUBJECT: Board of Education Legislative Program

PRESENTATION DATE: Tuesday November 28, 2017

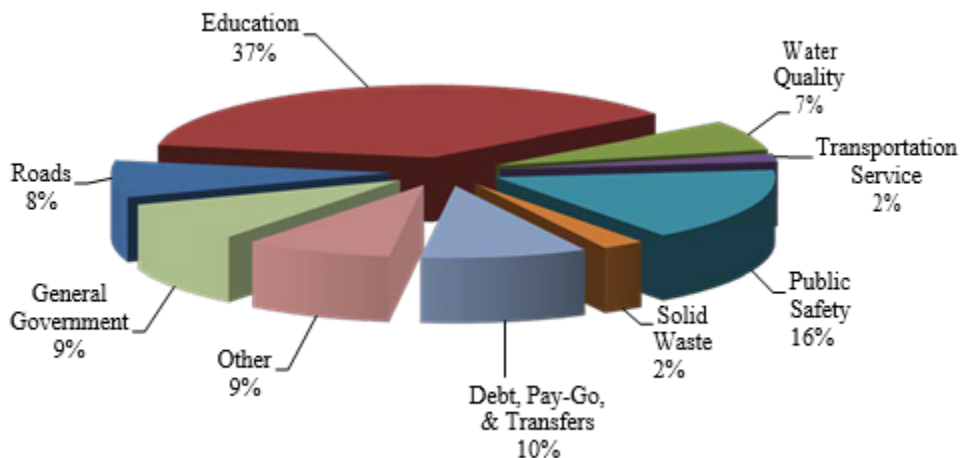
PRESENTATION BY: Robert Slocum, County Administrator

RECOMMENDED MOTION: To arrive at consensus regarding the requests

REPORT-IN-BRIEF: In the November 7, 2017 joint meeting with the Washington County Board of Education (BOE), the BOE presented three proposed local initiatives. Those initiatives are: 1.) Repeal of public local law to remove the Advisory School Design Review Committee (ASDRC). 2.) Increase in Maintenance of Effort (MOE) based upon the Consumer Price Index (CPI). 3.) Dedication of funds from automated speed enforcement to school resource officers.

DISCUSSION: The Washington County Board of County Commissioners (BOCC) have been requested by the BOE to provide response to the legislative program items above. The following information is offered from the annual operating and capital budget to share the existing spending on programs related to those requested in both operating and capital.

Education is a top priority in Washington County with over one third of the County's operating budget going to public education.

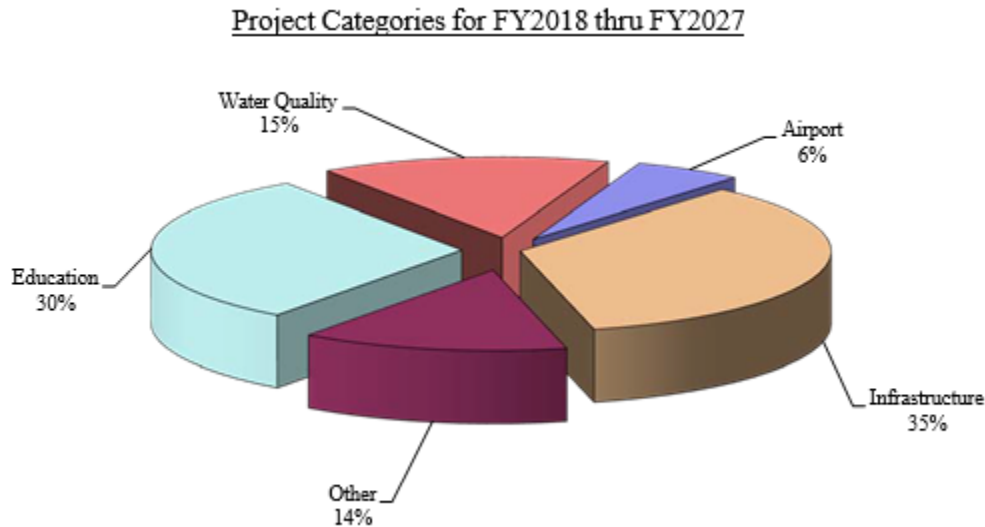


Washington County proudly supports primary, secondary, and higher education opportunities in the County along with vocational and professional training programs. The commitment to Education is the single largest expenditure in the County’s budget.

The change in fiscal year 2018 spending upon education is up 2.30%; the increase in spending on for BOE is up 2.33%

Category	2016 Actual	2017 Budget	2018 Budget	\$ Change	% Change
Board of Education	94,844,030	94,844,030	97,053,410	2,209,380	2.33%
Hagerstown Community College	9,265,010	9,543,050	9,743,000	199,950	2.10%
Free Library	2,967,330	3,029,330	3,089,330	60,000	1.98%
Library Branch Maintenance	24,171	36,000	36,000	0	0.00%
Total	107,100,541	107,452,410	109,921,740	2,469,330	2.30%

Nearly one third of the County’s capital budget is also dedicated to Education facilities in the ten year capital plan.



The BOCC has provided the BOE with the following local funding since 2009 for new and systemic improvements.

Fiscal Year	Capital - County
2009	8,962,000
2010	13,453,200
2011	3,292,700
2012	1,782,900
2013	3,769,000
2014	8,147,800
2015	6,075,000
2016	2,738,000
2017	2,316,000
2018	4,385,000

The BOCC has provided the BOE with the following local funding for Maintenance of Effort since 2009.

Fiscal Year	MOE - County
2009	86,010,700
2010	87,829,920
2011	88,433,730
2012	89,518,310
2013	92,952,490
2014	94,453,580
2015	94,845,550
2016	94,844,030
2017	94,844,030
2018	97,053,410

The ASDRC provides for local participation in the review of school design, commensurate with the local funding levels. The review requires a total of three submittals throughout the entire design process. The submittals are aligned with those that should be made to the owner already, thereby eliminating redundancy and cost. Local participation has provided cost saving comments in school design and construction. The most beneficial solution will likely come from a discussion among staff, in which the submittal schedule may best align with other submittals. To address contractor participation, County staff in both Engineering and Construction are knowledgeable and capable in plan review. County staff from both departments may provide the most appropriate review in a timely and cost effective manner. Both Boards may direct staff to arrive at a workable solution to maintain the value and function offered by the ASDRC.

The MOE, by law, provides clear budgeting criteria to the County, as well as all Counties statewide. The Washington County BOCC has met or exceeded the MOE criteria required by the state each year while some counties have not met the criteria and some counties have applied to the state for waivers to the criteria. More information was not provided nor found, except Montgomery County, concerning CPI in other Counties. Montgomery County does include CPI under some scenarios, yet has apparently been notified of noncompliance as recently as 2015.

The School Resource Officers (Officers) are budgeted at \$700,000 in the fiscal year 2018 Washington County Public School Approved Operating Budget. The actual Officers expense in fiscal year 2017 was \$603,954. The Officers actual expense has increased from \$354,184 in fiscal year 2013. The Sheriff has provided remarks to both the BOCC and BOE regarding the use of automated speed enforcement funds.

FISCAL IMPACT: If coordinated properly, the ASDRC submittals should cost only a fraction of the reported cost today. The ASDRC has and will return savings with staff coordination.

The MOE request is more difficult to quantify; however, the 2016 CPI of 1.3% applied to the 2016 MOE of \$94,844,030 would result in a cost of \$1.23 Million, which is currently unfunded.

To fund School Resource Officers over and above or in addition the existing MOE expense would cost approximately \$700,000, which is unfunded as a separate expense.

CONCURRENCES:

ALTERNATIVES:

ATTACHMENTS:

AUDIO/VISUAL TO BE USED: N/A