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BOARD OF COUNTY COMMISSIONERS
October 8, 2019
OPEN SESSION AGENDA

08:00 A.M. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Jeffrey A. Cline*
APPROVAL OF MINUTES – September 24, 2019

08:05 A.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; To consider the acquisition of real property for a public purpose and matters directly related thereto; To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; To consult with counsel to obtain legal advice on a legal matter; & To consult with staff, consultants, or other individuals about pending or potential litigation; To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the development of fire and police services and staff; and (ii) the development and implementation of emergency plans.)

10:00 A.M. RECONVENE IN OPEN SESSION

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. "CHARACTER COUNTS!" EVENT IN MAY 2020 – *Carolyn Brooks, Character Counts of Washington County*

10:35 A.M. PROCLAMATION PRESENTATION – "CHARACTER COUNTS! MONTH" – OCTOBER 2019 – *Presented to Carolyn Brooks, Character Counts of Washington County*

10:40 A.M. PROPOSED 2018 CODE ADOPTION – *Rich Eichelberger, Director/Code Official, Division of Construction, Frank Quillen, Senior Plans Examiner/Deputy Code Official, Division of Construction, Ashley Holloway, Director, Division of Plan Review and Permitting*

10:55 A.M. INSURANCE CLAIM FOR LIGHTNING HIT AT 911 CENTER ON JULY 6, 2019 – *Mark Mades, Deputy Director, Wireless Communications*

11:00 A.M. TODD L. HERSHEY RURAL LEGACY PROGRAM EASEMENT – *Chris Boggs, Land Preservation Planner, Department of Planning and Zoning*

- 11:10 A.M. DONATION OF LEFT-OVER FOOD – *Machelle Dwyer, Administrative Support Specialist*
- 11:15 A.M. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-19-0023) – ONE (1) ARMORED TACTICAL VEHICLE – *Rick Curry, CPPO, Director, Purchasing Department and Captain Mark Knight, Washington County Sheriff's Office*
- 11:20 A.M. INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-19-0022) BODY WORN CAMERAS – *Rick Curry, CPPO, Director, Purchasing Department and Major Pete Lazich, Washington County Sheriff's Office*
- 11:25 A.M. REJECTION OF BIDS (PUR-1334) FOR CIRCUIT COURT BULLET RESISTANT GLASS, BULLET RESISTANT GLASS FOR NEW CIRCUIT COURTROOM – *Rick Curry, CPPO, Director, Purchasing Department Kevin Tucker, Clerk of the Courts and Scott Hobbs, Director, Division of Engineering*
- 11:30 A.M. SOUTHERN BOULEVARD – PROJECT CLOSEOUT CHANGE ORDER– *Scott Hobbs, Director Division of Engineering*
- 11:35 A.M. CONSTRUCTION BID AWARD – GARIS SHOP ROAD WATER TRAIL PARK – *Scott Hobbs, Director, Division of Engineering and Andrew Eshleman, Director, Public Works*
- 11:40 A.M. ACCEPTANCE OF DEDICATED LAND – LABEL LANE – *Scott Hobbs, Director, Division of Engineering and Todd Moser, Real Property Administrator, Division of Engineering*
- 11:45 A.M. EASEMENT REQUEST – CITY OF HAGERSTOWN – *Todd Moser, Real Property Administrator, Division of Engineering*
- 11:50 A.M. ACCEPTANCE OF DEDICATED LAND – INTERSECTION OF BOWER AVENUE AND VIRGINIA AVENUE – *Todd Moser, Real Property Administrator, Division of Engineering and Rebecca Calimer, Chief of Plan Review, Division of Plan, Review and Permitting*
- 11:55 A.M. FY20 POLICE RECRUITMENT AND RETENTION GRANT – *Sargent Daryl Sanders, Washington County Sheriff's Office and Stephanie Lapole, Senior Grant Manager, Office of Grant Management*
- 12:00 P.M. EMERGENCY NUMBER SYSTEMS BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING FOR SUPPORT OF TELEPHONE SYSTEM EQUIPMENT – *Brian Albert, Emergency Communications Center Operations, Division of Emergency Services and Allison Hartsthorn, Grant Manager, Office of Grant Management*
- 12:05 P.M. EMERGENCY NUMBER SYSTEMS BOARD – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDING FOR UPGRADING TELEPHONE SYSTEM – *Brian Albert, Emergency Communications Center Operations, Division of Emergency Services and Allison Hartsthorn, Grant Manager, Office of Grant Management*
- 12:10 P.M. BUDGET ADJUSTMENT FOR THE 40 WEST TRUCK LOADING STATION – *David A. Mason, P.E., Deputy Director, Department of Solid Waste*

- 12:15 P.M. WASHINGTON COUNTY MOBILE HOME PARK REVENUE TAX – *Sara Greaves, Chief Financial Officer and Kirk C. Downey, County Attorney*
- 12:35 P.M. CLAGGETTS MILL – DISSOLUTION OF ADEQUATE PUBLIC FACILITIES ORDINANCE AGREEMENT – *Kirk C. Downey, County Attorney*
- 12:45 P.M. POTENTIAL LEGISLATIVE ITEMS – *Kirk C. Downey, County Attorney*
- 01:00 P.M. RECESS

EVENING MEETING AT THE TOWN OF SMITHSBURG

Location: 21 West Water Street, Smithsburg, MD

- 06:00 P.M. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE
CALL TO ORDER, *President Jeffrey A. Cline*
- 06:05 P.M. TOWN OF SMITHSBURG LEADERS’ REPORTS AND COMMENTS
- 06:10 P.M. COMMISSIONERS’ REPORTS AND COMMENTS
- 06:15 P.M. CITIZENS AWARD RECIPIENT – *Kevin Jeter, Jeter Paving Company, Inc.*
- 06:25 P.M. REPORTS FROM COUNTY STAFF
- 06:35 P.M. CITIZENS PARTICIPATION
- 06:40 P.M. ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: “Character Counts!” event in May 2020

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Carolyn Brooks, Character Counts! of Washington County

RECOMMENDED MOTION: Move to award “Character Counts!” \$3,000 to support the May end of event

REPORT-IN-BRIEF: Character Counts is a county wide initiative that began in 1999 with the support of the Washington County Board of County Commissioners. Character Counts is based on the Six Pillars of Character:

1. Trustworthiness
2. Respect
3. Responsibility
4. Fairness
5. Caring
6. Citizenship

Character Counts advocates making positive choices and owning the outcomes of choices. Washington County Public Schools is a vital partner. However, Character Counts is not limited to youth.

DISCUSSION: Character Counts will be asking for continued support from the Commissioners for the May end of the year event. This would be the third (3rd) year of the revival of this event which ended in 2011. Each elementary school nominates a student who has demonstrated the “Six Pillars” through out the year. It is a celebration that includes the student, parents, and school staff. It’s a red-carpet event that recognizes the positive impact of the Character Counts strategy in our community.

Proclamation Presentation to Emily Beecher, Director of Member Services, ABC Cumberland Valley Chapter

FISCAL IMPACT: Requesting \$3,000 to support the May end of year event

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Presentation of Proclamation for “Character Counts!” Month – October 2019

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Board of County Commissioners

RECOMMENDED MOTION: None

REPORT-IN-BRIEF: Proclamation Presentation to Carolyn Brooks, Character Counts! of Washington County

WHEREAS, young people will be the stewards of our communities, nation and world in critical times, and the present and future well-being of our society requires an involved, caring citizenry with good character; and

WHEREAS, concerns about the character training of children has taken on a new sense of urgency as violence by and against youth threatens the physical and psychological well-being of the nation; and

WHEREAS, more than ever, children need strong constructive guidance from their families and their communities, including schools, youth organizations, religious institutions and civic groups; and

WHEREAS, the character of a nation is only as strong as the character of its individual citizens, and the community benefits when young people learn that good character counts in personal relationships, in schools and in the workplace; and

WHEREAS, character development is, first and foremost, an obligation of families, through efforts by faith communities, schools, and youth, civic and human services organizations also play an important role in supporting family efforts by fostering and promoting good character. Every adult has the responsibility to promote the development of good character.

NOW THEREFORE, we the Board of County Commissioners of Washington County, Maryland, do hereby recognize October 2019 as “CHARACTER COUNTS! Month” and encourage our citizens, schools, businesses and government to support Washington County’s ‘CHARACTER COUNTS!’ program.



Agenda Report Form

Open Session Item

SUBJECT: Proposed 2018 code adoption

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Rich Eichelberger, Director/Code Official, Division of Construction, Frank Quillen, Senior Plans Examiner/Deputy Code Official, Division of Construction, Ashley Holloway, Director, Division of Plan Review and Permitting

RECOMMENDED MOTION: Consensus to move forward with the advertising and public hearing for the proposed adoption of the 2018 Maryland Building Performance Standards, the 2018 Existing Building Code, trade codes, local amendments thereto, and related ordinance and resolution.

REPORT-IN-BRIEF: The 2018 code adoption, as required by the State of Maryland, includes State Building Performance Standard and Washington County local amendments. Local amendments allow for some modification to the new codes for consistency and coordination with customers as well as external agencies.

As with prior cycles, a 2018 Building Code Review was performed by a committee approved by the Board in February of this year consisting of various government, design, and construction representatives. The committee met once a week for several months to review hundreds of pages of code. The purpose of the review was to consider safety consistency, common sense, and customer service across agencies in the proposed amendments.

DISCUSSION: The proposed amendments have been drafted for the Board's consideration, public notice, and implementation. The amendments are largely similar to prior amendments. The Fee Schedule has been reviewed by the Permitting staff and found it to be in line with surrounding jurisdictions and is proposed to remain unchanged.

FISCAL IMPACT: N/A

CONCURRENCES: County Attorney

ALTERNATIVES: Proceed with no change or change portions thereof

ATTACHMENTS:

- 2018 Building Code Review Committee listing
- An Ordinance to Adopt the 2018 Maryland Building Performance Standards as Adopted by the State of Maryland (COMAR 09.12.51), with modifications, and subject to Local Amendments for Washington County, Maryland*
- An Ordinance to Repeal the International Existing Building Code, 2015 Edition and Enact the International Existing Building Code, 2018 Edition*
- An Ordinance to Repeal the International Plumbing Code, 2015 Edition, and Enact the International Plumbing Code, 2018 Edition*
- An Ordinance to Repeal the International Mechanical Code, 2015 Edition, and Enact the International Mechanical Code, 2018 Edition*
- An Ordinance to Repeal the International Fuel Gas Code, 2015 Edition, and Enact the International Fuel Gas Code, 2018 Edition*
- An Ordinance to Repeal the National Electrical Code, 2014 Edition, and Enact the National Electrical Code, 2017 Edition*
- An Ordinance to Amend an Ordinance Entitled “An Ordinance to Adopt 2006 ICC Electrical Code- Administrative Provisions, First Printing, with Local Amendments for Washington County, Maryland”*
- An Ordinance to Adopt Fee Schedule Providing for the Collection of Fees for All Building/Trade Work Performed in Washington County, Maryland*
- A Resolution Repealing Resolution No. RS-202-10 and Adopting Fee Schedule for Civil Citations*

*** Attachment is available with the online version of this Agenda Report Form**

WASHINGTON COUNTY 2018 BUILDING CODE REVIEW COMMITTEE MEMBERS

- **Maryland Registered Architect – Michael Gehr AIA
Bushey Feight Morin Architects Inc. – BFM Architects Inc.**
- **Maryland Registered Structural Engineer – Dan Matonak, P.E.
Matonak & Associates**
- **Maryland Licensed Mechanical Engineer – Les Grim, P.E., LEED AP, CxA
L.S. Grim Consulting Engineers**
- **Washington County Licensed Residential Home Builder – Carl Vogel
Oliver Homes**
- **City of Hagerstown Building Official Representative – Blaine Mowen
Chief Code Official, City of Hagerstown Planning & Codes Administration**

- **County Building Code Official/Division Director – Richard W. Eichelberger
Division of Construction**
- **County Division Director – Ashley Holloway
Division of Plan Review & Permitting**
- **County Deputy Code Official/Chief Plans Examiner – Frank Quillen
Division of Construction**
- **Maryland State Fire Marshal Official Representative – Larry Iseminger
Fire Protection Engineer- State Fire Marshal’s Office**
- **County Chief Building Inspector/Senior Plans Examiner – Terry Feiser
Division of Construction**
- **Administrative Assistant- Kamera Gordon
Division of Construction**
- **Code Review Coordinator- Chief of Permitting – Becky Gander
Division of Plan Review and Permitting**

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Insurance Claim for lightning hit at 911 Center on July 6, 2019

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Mark Mades, Deputy Director, Wireless Communications

RECOMMENDED MOTION: Move to accept insurance claim #0045811 payment in the amount of \$26,001.77 and approve the Budget Amendment for \$26,000 to department 11540 – Wireless Communications.

REPORT-IN-BRIEF: N/A

DISCUSSION: On July 6, 2019, a lightning strike occurred at the Elliott Parkway 911 Center. The Automatic Transfer Switch on the Generator was damaged which would not allow backup power to flow without manual intervention. Along with the Transfer switch, multiple (3) Transtector surge protectors were damaged (one at the generator, one in the basement of Elliott Parkway and one on the first floor). Furthermore, 2 Motorola GTR power supplies were blown (one in the basement at Elliott Parkway and the second on the Shelter outside). Costs associated with repairs are as follows:

Alban Cat - \$10,291.66 for repairs to the generator
Kube Electric - \$15,870.11 for replacement of the Transtectors
Motorola - \$4,840 for 2 replacement power supplies

Total Cost - \$31,001.77
 \$ 5,000.00 – deductible
 \$26,001.77

FISCAL IMPACT: Recovery of Wireless Communications Maintenance funds

CONCURRENCES: Director, Division of Information Systems and Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: Copy of Budget adjustment and all Purchase Orders written

AUDIO/VISUAL NEEDS: N/A



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

Transaction/Post -Finance

Deputy Director - Finance

Preparer, if applicable Digitally signed by Tracy McCammon
Date: 2019.09.10 13:17:12 -04'00'

Department Head Authorization Digitally signed by Deborah Condo
Date: 2019.09.10 15:22:54 -04'00'

Division Director / Elected Official Authorization Digitally signed by Ronald Whitt
Date: 2019.09.12 15:39:03 -04'00'

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 withdate

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
515270	10	11540				Wireless Comm - Maintenance Contract Services	26,000
490005	10	11540				Wireless Comm - Insurance Recovery	26,000

Explain Budget Adjustment

Required Action by County Commissioners No Approval Required Approval Required

Approval Date if Known

Requisition RQ15290 (10,291.66 USD)

Report Date 09/17/2019 1:30 PM
 GMT+00:00
 Page 1 of 1

Requisitioning BU Washington County
Entered By Mark W. Mades
Status Approved
Description Costs incurred from lightning strike to repair CAT generator at 16232 Elliott Parkway
Emergency Requisition No

Requisition Amount 10,291.66 USD
Approval Amount 10,291.66 USD
Procurement Card Justification
Funds Status Liquidated

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Costs incurred from lightning strike to repair CAT generator at 16232 Elliott Parkway	725	1	Amount	10,291.66 USD	10,291.66	Approved	Liquidated
	Requester Urgent	Mark W. Mades No						Supplier	ALBAN TRACTOR
	Requested Delivery Date	08/14/2019						New Supplier	No
	Deliver-to Location Type	Internal						Supplier Site	ALL
	Deliver-to Location	WIRELESS COMMUNICATIONS						Supplier Contact	
	Deliver-to Address	35 W WASHINGTON ST, SUITE 104, HAGERSTOWN, MD 21740 WASHINGTON, UNITED STATES						Contact Phone	
	Destination Type	Expense						Supplier Item	
	Subinventory							Note to Supplier	
	Note to Buyer							Note to Receiver	

Attachments

Title	File Name or URL	Description
Washco Purchase Template		Additional requisition line information

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	515270-10-11540-000000-0000-000000	08/07/2019	100	1	10,291.66	Liquidated

End of Report

Requisition RQ15349 (15,870.11 USD)

Report Date 09/17/2019 1:32 PM
 GMT+00:00
 Page 1 of 4

Requisitioning BU Washington County
Entered By Mark W. Mades
Status Approved
Description Costs to repair/replace multiple surge protectors that were damaged during lightning strike at Elliott Parkway. Quantity 1 -PV400 Transtector. Quantity of 2 1101-809-1 Transtectors. Quantity of 2 MOV modules plus labor costs.

Requisition Amount 15,870.11 USD
Approval Amount 15,870.11 USD
Procurement Card Justification

Emergency Requisition No

Funds Status Liquidated

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Costs (labor and parts) to repair/replace multiple surge protectors that were damaged during lightning strike at Elliott Parkway. Quantity 1 - PV400 Transtector	725	1	Amount	4,367.20 USD	4,367.2	Approved	Liquidated

Requester Mark W. Mades

Supplier KUBE ELECTRIC COMPANY, INC.
New Supplier No
Supplier Site ALL

Urgent No
Requested Delivery Date 08/22/2019

Deliver-to Location Type Internal
Deliver-to Location WIRELESS COMMUNICATIONS
Deliver-to Address 35 W WASHINGTON ST, SUITE 104, HAGERSTOWN, MD 21740 WASHINGTON, UNITED STATES

Supplier Contact
Contact Phone

Supplier Item

Destination Type Expense
Subinventory
Note to Buyer

Note to Supplier
Note to Receiver

Attachments

Title	File Name or URL	Description
Washco Purchase Template		Additional requisition line information

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	515270-10-11540-000000-0000-000000	08/15/2019	100	1	4,367.2	Liquidated

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
2		Costs (labor and parts) to repair/replace	725	2	Amount	3,598.70 USD	7,197.4	Approved	Liquidated

Requisition RQ15349 (15,870.11 USD)

Report Date 09/17/2019 1:32 PM
 Page GMT+00:00 2 of 4

multiple surge protectors that were damaged during lightning strike at Elliott Parkway.
 Quantity 2 - 1101-809-1 Transectors

Requester	Mark W. Mades	Supplier	KUBE ELECTRIC COMPANY, INC.
Urgent	No	New Supplier	No
Requested Delivery Date	08/22/2019	Supplier Site	ALL
Deliver-to Location Type	Internal	Supplier Contact	
Deliver-to Location	WIRELESS COMMUNICATIONS	Contact Phone	
Deliver-to Address	35 W WASHINGTON ST, SUITE 104, HAGERSTOWN, MD 21740 WASHINGTON, UNITED STATES	Supplier Item	
Destination Type	Expense	Note to Supplier	
Subinventory		Note to Receiver	
Note to Buyer			

Attachments

Title	File Name or URL	Description
Washco Purchase Template		Additional requisition line information

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	515270-10-11540-000000-0000-000000	08/15/2019	100	2	7,197.4	Liquidated

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
3		Costs (labor and parts) to repair/replace multiple surge protectors that were damaged during lightning strike at Elliott Parkway. Quantity 2 -MOV modules	725	2	Amount	413.40 USD	826.8	Approved	Liquidated

Requester	Mark W. Mades	Supplier	KUBE ELECTRIC COMPANY, INC.
Urgent	No	New Supplier	No
Requested Delivery Date	08/22/2019	Supplier Site	ALL
Deliver-to Location Type	Internal	Supplier Contact	
Deliver-to Location	WIRELESS COMMUNICATIONS	Contact Phone	
Deliver-to Address	35 W WASHINGTON ST, SUITE 104, HAGERSTOWN, MD 21740 WASHINGTON, UNITED STATES	Supplier Item	
Destination Type	Expense	Note to Supplier	

Requisition RQ15349 (15,870.11 USD)

Report Date 09/17/2019 1:32 PM
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 Page 3 of 4

**Subinventory
 Note to Buyer**

Note to Receiver

Attachments

Title	File Name or URL	Description
Washco Purchase Template		Additional requisition line information

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	515270-10-11540-000000-0000-000000	08/15/2019	100	2	826.8	Liquidated

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
4		Costs (labor and parts) to repair/replace multiple surge protectors that were damaged during lightning strike at Elliott Parkway. Parts markup	725	1	Amount	1,858.71 USD	1,858.71	Approved	Liquidated

Requester Mark W. Mades

Supplier KUBE ELECTRIC COMPANY, INC.

Urgent No
Requested Delivery Date 08/22/2019

New Supplier No
Supplier Site ALL

Deliver-to Location Type Internal
Deliver-to Location WIRELESS

Supplier Contact
Contact Phone

Deliver-to Address 35 W WASHINGTON ST,
 SUITE 104, HAGERSTOWN,
 MD 21740 WASHINGTON,
 UNITED STATES

Supplier Item

Destination Type Expense
Subinventory
Note to Buyer

Note to Supplier
Note to Receiver

Attachments

Title	File Name or URL	Description
Washco Purchase Template		Additional requisition line information

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	515270-10-11540-000000-0000-000000	08/15/2019	100	1	1,858.71	Liquidated

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
5		Costs (labor and parts) to repair/replace multiple surge protectors that were damaged during lightning strike at Elliott	725	48	Hour	33.75 USD	1,620	Approved	Liquidated

Requisition RQ15349 (15,870.11 USD)

Report Date 09/17/2019 1:32 PM
 GMT+00:00
 Page 4 of 4

Parkway. Labor costs

Requester Mark W. Mades
Urgent No
Requested Delivery Date 08/22/2019
Deliver-to Location Type Internal
Deliver-to Location WIRELESS
Deliver-to Address COMMUNICATIONS
 35 W WASHINGTON ST,
 SUITE 104, HAGERSTOWN,
 MD 21740WASHINGTON,
 UNITED STATES
Destination Type Expense
Subinventory
Note to Buyer

Supplier KUBE ELECTRIC COMPANY, INC.
New Supplier No
Supplier Site ALL
Supplier Contact
Contact Phone
Supplier Item
Note to Supplier
Note to Receiver

Attachments

Title	File Name or URL	Description
Washco Purchase Template		Additional requisition line information

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	515270-10-11540-000000-0000-000000	08/15/2019	100	48	1,620	Liquidated

End of Report

Requisition RQ15376 (4,840 USD)

Report Date 09/17/2019 1:33 PM
 GMT+00:00
 Page 1 of 1

Requisitioning BU Washington County
Entered By Mark W. Mades
Status Approved
Description Costs incurred for replacement parts from Motorola. These parts became defective due to a lightning strike at Elliott Parkway.
Emergency Requisition No

Requisition Amount 4,840 USD
Approval Amount 4,840 USD
Procurement Card Justification

Funds Status Liquidated

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Costs incurred for replacement parts from Motorola. These parts became defective due to a lightning strike at Elliott Parkway.	725	1	Each	4,840.00 USD	4,840	Approved	Liquidated
	Requester	Mark W. Mades						Supplier	MOTOROLA SOLUTIONS, INC. -
	Urgent	No						New Supplier	No
	Requested Delivery Date	08/27/2019						Supplier Site	ORDERING
	Deliver-to Location Type	Internal						Supplier Contact	
	Deliver-to Location	WIRELESS COMMUNICATIONS						Contact Phone	
	Deliver-to Address	35 W WASHINGTON ST, SUITE 104, HAGERSTOWN, MD 21740 WASHINGTON, UNITED STATES						Supplier Item	
	Destination Type	Expense						Note to Supplier	
	Subinventory							Note to Receiver	
	Note to Buyer								

Attachments

Title	File Name or URL	Description
Washco Purchase Template		Additional requisition line information

Distributions

Distribution	Charge Account	Budget Date	Percentage	Quantity	Amount (USD)	Funds Status
1	515270-10-11540-000000-0000-000000	08/20/2019	100	1	4,840	Liquidated

End of Report



Agenda Report Form

Open Session Item

SUBJECT: Todd L. Hershey Rural Legacy Program (RLP) Easement

PRESENTATION DATE: October 8, 2019

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

RECOMMENDED MOTION: Move to approve the Todd L. Hershey RLP Easement project, in the amount of \$52,028.38 for 21.598 easement acres, paid for 100% by the Maryland Department of Natural Resources, and to adopt an ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The Hershey property is located at 18947 Keedysville Rd., just outside the municipal limits of Keedysville. The easement will permanently preserve a valuable scenic, environmentally sensitive and historic property. The parcel is almost entirely wooded and is bisected by Little Antietam Creek. It lies in a part of the County heavily trafficked during the Battle of Antietam. It is the site of Pry Mill, which is both a National Register Historic District and a site on the Maryland Inventory of Historic Places because of its architectural, industrial and military significance, serving as a Union field hospital during Antietam and briefly as Major Gen. Meade's division headquarters. Additionally, Gen. Mansfield dined in the house on the eve of the Battle and was killed the next day.

The farm is in an area of the County close to thousands of acres of preserved farmland near Antietam Battlefield. Three (3) development rights will be extinguished with this easement. Since 1998, Washington County has been awarded more than \$22 million to purchase Rural Legacy easements on more than 7,000 acres near Antietam Battlefield in the Rural Legacy Area. RLP is a sister program to the Maryland Agricultural Land Preservation Program (MALPP) and includes the protection of environmental and historic features in addition to agricultural characteristics. RLP uses an easement valuation system (points) to establish easement value rather than appraisals used by MALPP.

DISCUSSION: For FY 2019, Washington County was awarded RLP grants totaling \$2,301,545. The Hershey RLP Easement uses part those funds. Easement applicants were previously ranked based on four main categories: the number of development rights available, the quality of the land/land management (agricultural component), natural resources (environmental), and the historic value.

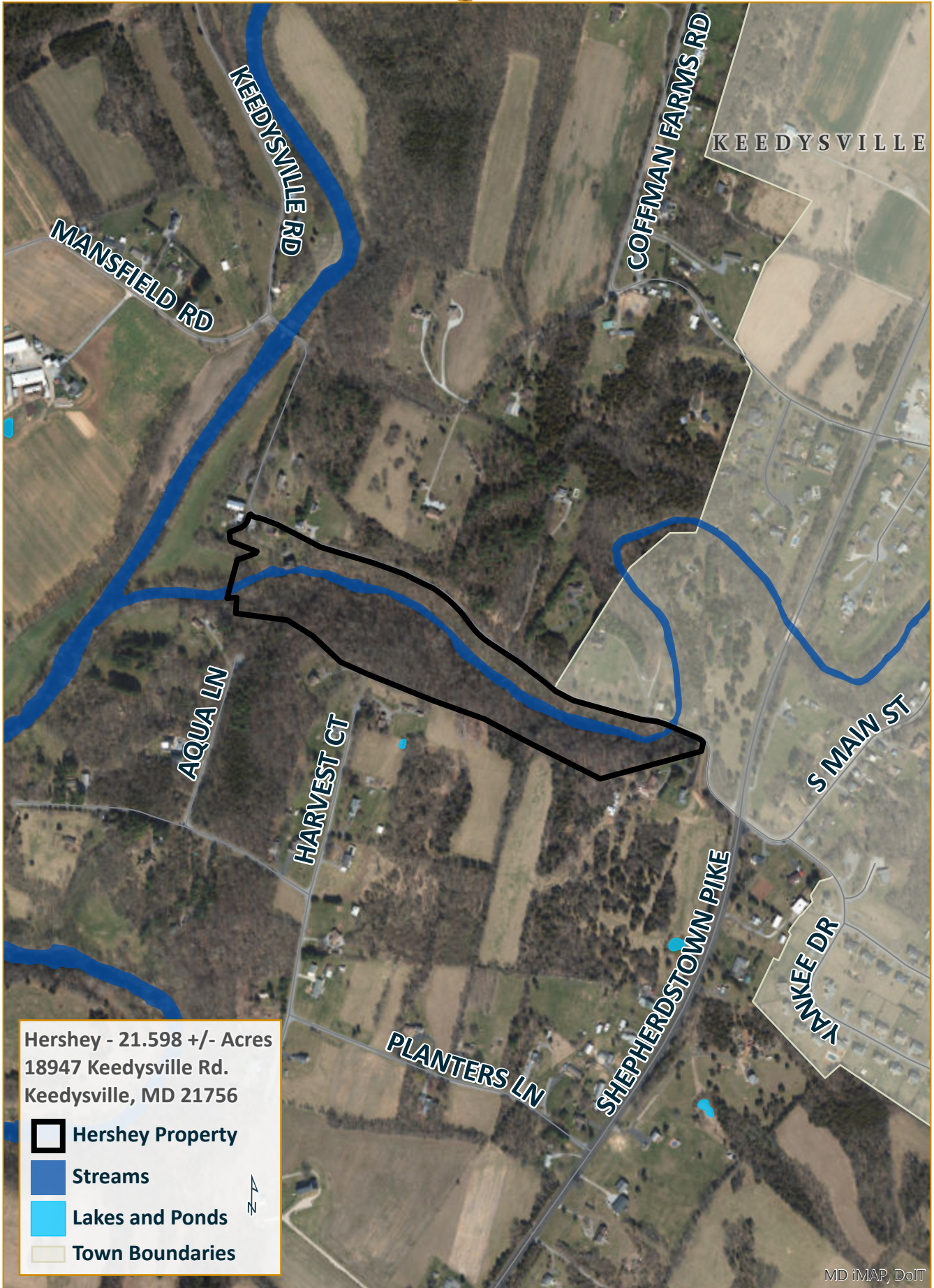
FISCAL IMPACT: RLP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds, we receive up to 3% of the easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all of our legal/settlement costs.

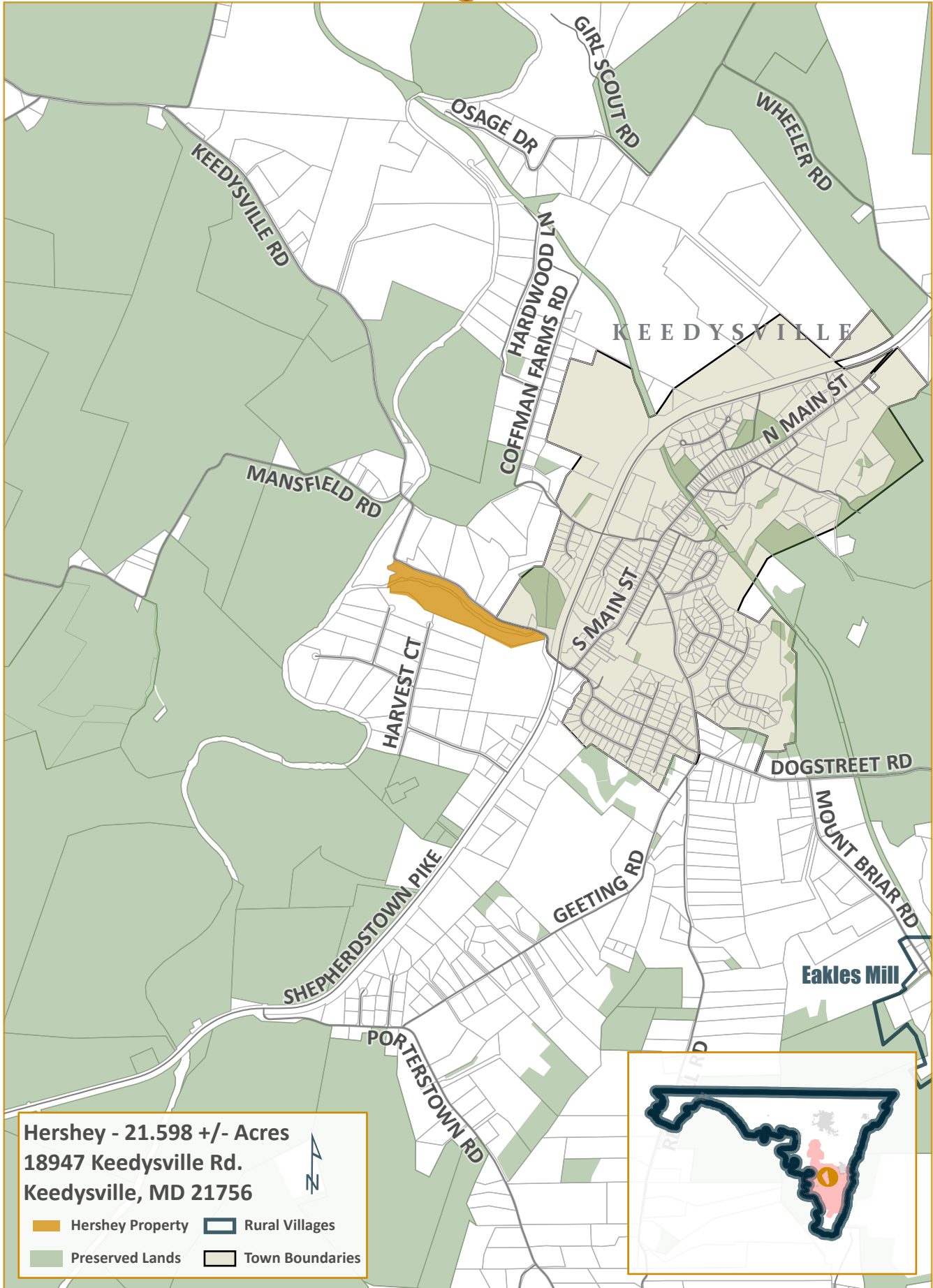
CONCURRENCES: Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program. A final money allocation will be approved by the State Board of Public Works.

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

ATTACHMENTS: Aerial Map, Location Map, Ordinance

AUDIO/VISUAL NEEDS: N/A





**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION
EASEMENT UNDER THE MARYLAND RURAL LEGACY PROGRAM
(Re: *Hershey RLP Easement*)**

RECITALS

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

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

3. For FY 2019, Washington County (the "County") was awarded a RLP grant totaling \$2,301,545.00 (the "RLP Funds").

4. Todd L. Hershey is the fee simple owner of real property consisting of 21.598 acres, more or less, (the “Property”) in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.

5. The County has agreed to pay the sum of approximately Fifty-Two Thousand, Twenty-Eight Dollars and Thirty-Eight Cents (\$52,028.38.), which is a portion of the RLP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the “Hershey RLP Easement”).

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

ADOPTED this ____ day of _____, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

BY: _____
Jeffrey A. Cline, President

Approved as to legal sufficiency:

B. Andrew Bright
Assistant County Attorney

Mail to:

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

EXHIBIT A
DESCRIPTION OF EASEMENT PROPERTY

ALL those lots or parcels of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, known as "Valley Mills Property," and sometimes called the "Pry Mill Property," situate in Election District No. 19, Washington County, Maryland, about one mile Southwest of Keedysville, along the Little Antietam Creek, and being more particularly described as follows:

PARCEL NO. 1: BEGINNING at the end of 40 perches on the 52nd line reversed "The Resurvey On Fellfoot Enlarged" and running thence North 68 degrees West 74 perches to a corner; thence as a division line North 37 degrees West 14 perches and .68 of a perch to a stone; North 56³/₄ degrees West 8.5 perches to a stone; South 89¹/₂ degrees West 15.66 perches to a stone; North 5¹/₄ degrees East 25¹/₂ perches to a stone; North 84³/₄ degrees East 4 perches to a stone; North 10³/₄ degrees East 3.2 perches; South 79 degrees East 6 perches to a stone; South 61¹/₄ degrees East 66 perches to a stone; South 52¹/₂ degrees East 36.2 perches to a stone; South 75 degrees East 20.72 perches to a stone; South 78³/₄ degrees East 21 perches to land formerly owned by George Geeting; thence South 52¹/₂ degrees West 20 perches; thence by a straight line to the point of beginning; containing 20¹/₄ acres, more or less; TOGETHER WITH the Right of Way reserved in the Deed recorded in I N 3, Folio 73 among the Land Records of Washington County, Maryland.

PARCEL NO. 2: BEGINNING at the end of 21.5 perches in the 5th line of Parcel No. 1 of this conveyance and running thence with the remainder of said line North 5¹/₄ degrees East 4 perches to a stake; thence continuing in a straight line North 5¹/₄ degrees East 0.64 perches to a stake; thence South 88 degrees West 3.9 perches, more or less, to a stake; thence along the existing stone fence and the projection thereof South 7¹/₂ degrees West 4.6 perches, more or less, to a corner; thence along and intersecting stone fence South 80 degrees East 3.72 perches to the point of beginning; containing fifteen (15) square perches of land, more or less.

SAVING AND EXCEPTING THEREFROM those two (2) parcels of land conveyed by Frederick B. Hanson to Fonda G. Thomsen by Deed dated March 3, 1980 and recorded in Liber 698, Folio 7 among the aforesaid Land Records, to which Deed reference is made for a more particular description and identified as Parcel "B" and "D" on the Plot Plan which is attached to and made a part of said Deed; Parcel "B" containing 1,902 square feet of land, more or less, and Parcel "D" containing 4,022 square feet of land, more or less.

PLUS all the following lots or parcels of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate South of the Bakersville-Keedysville Road at a point approximately 0.5 miles Northwest from the Keedysville Bypass, Maryland Route 34, and being more particularly described as follows:

PARCEL NO. 3: BEGINNING at an iron pin on the South margin of said Road, said pin being at the end of the 5th or South 32 degrees 30 minutes East 73.69 foot line of Parcel 'A' of the Deed from Halit Corporation to Fonda G. Thomsen dated January 31, 1979 and recorded in Liber 675, Folio 818 among the aforesaid Land Records, and running thence with two lines of said Parcel South 10 degrees 45 minutes West 52.8 feet to a point; and North 84 degrees 45 minutes West 66.0 feet to an iron pin; thence leaving the lines of said Parcel and running North 52 degrees 28 minutes East 19.98 feet to a stake; thence North 36 degrees 46 minutes East 15.0 feet to a stake; thence North 23 degrees 35 minutes East 17.0 feet to a stake; thence North 15 degrees 25 minutes East 22.0 feet to a stake; thence North 57 degrees 30 minutes East 24.0 feet to into the Bakersville-Keedysville Road and intersect the 5th line of Parcel 'A' aforementioned; thence with the remainder of said line South 32 degrees 30 minutes East 33.24 feet to the point of beginning; containing 3,208 square feet of land, more or less; BEING the same property described in Parcel No. 1 of a Deed from Fonda G. Thomsen to Frederick B. Hanson dated February 23, 1980 and recorded in Liber 698, Folio 11 among the aforesaid Land Records, and as shown on a Plot Plan recorded in Liber 698, Folio 14, wherein the same parcel is designated as Parcel "A."

PARCEL NO. 4: BEGINNING at the end of 20.16 feet in the 11th or South 80 degrees 00 minutes East 61.38 foot line of Parcel 'A' of the Deed from Halit Corporation to Fonda G. Thomsen dated January 31, 1979 and recorded in Liber 675, Folio 818 among the aforesaid Land Records, and running thence with the remainder of said line South 80 degrees 00 minutes East 41.22 feet to a point; thence with part of the 12th line said Parcel South 5 degrees 15 minutes West 8.22 feet to a point; thence leaving the lines of said Parcel and running North 68 degrees 56 minutes West 42.69 feet to the point of beginning; containing 169 square feet of land, more or less; BEING the same property described in Parcel No. 2 in the above referenced Deed recorded in Liber 698, Folio 11 among the aforesaid Land Records, and as shown on the above referenced Plot Plan recorded in Liber 698, Folio 14, wherein the same parcel is designated as Parcel "C."

PARCEL NO. 5: BEGINNING at a post standing at or near the end of 89.97 feet in the 12th or South 5 degrees 15 minutes West 224.0 foot line of Parcel 'A' of the Deed from Halit Corporation to Fonda G. Thomsen dated January 31, 1979 and recorded in Liber 675, Folio 818 among the aforesaid Land Records, and running thence with the remainder of said line South 5 degrees 15 minutes West 134.03 feet into Little Antietam Creek; thence leaving the lines of said Parcel and running North 3 degrees 29 minutes East 101.83 feet to the post; and North 10 degrees 48 minutes East 32.4 feet to the point of beginning; containing 210 square feet of land, more or less; BEING the same property described in Parcel No. 3 in the above referenced Deed recorded in Liber 698, Folio 11 among the aforesaid Land Records, and as shown on the above

referenced Plot Plan recorded in Liber 698, Folio 14, wherein the same parcel is designated as Parcel "E."

PARCEL NO. 6: Situate along the Southwest side of the Bakersville-Keedysville Road at a point approximately 800 feet Eastward from the Antietam Creek in Election District No. 19, Washington County, Maryland, and being more particularly described as follows: BEGINNING at a point in or near middle of said Road, said point being at the beginning of Parcel 'B' of the Deed from Halit Corporation to Fonda G. Thomsen dated January 31, 1979 and recorded in Liber 675, Folio 818 among the aforesaid Land Records, and running thence with the lines of said parcel North 63 degrees 16 minutes 33 seconds West 1,153.01 feet to a point in said Road; thence along it South 78 degrees 52 minutes East 60.6 feet to a point; thence South 63 degrees 45 minutes East 191.4 feet to the North side of said Road; thence along or near the margin thereof South 75 degrees 48 minutes East 338.0 feet to a point; thence leaving the lines of said Deed and running South 40 degrees 45 minutes East 64.3 feet into the middle of the said Bakersville-Keedysville Road; thence along or near the middle thereof South 67 degrees 39 minutes East 253.66 feet to a point; and South 45 degrees 04 minutes East 274.74 feet to the point of beginning; containing 1.31 acres of land, more or less; SUBJECT TO the reservation of the right of Fonda G. Thomsen to cut firewood for her own use from the above described Parcel No. 6; this right shall not be transferred to any future owner or lessee of the property.

The street address of the herein described property is currently known and designated as 18947 Keedysville Road, Keedysville, Maryland.

BEING part of (the remaining lands) the property which was conveyed from Dorothy A. Badin, Personal Representative of the Estate of Frederick Banfield Hanson, to Todd Lakin Hershey by Deed dated August 19, 1987 and recorded in Liber 854, Folio 408 among the Land Records of Washington County, Maryland.



Agenda Report Form

Open Session Item

SUBJECT: Donation of Left-Over food

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Mabelle Dwyer, Administrative Support Specialist

RECOMMENDED MOTION: For informational purposes

REPORT-IN-BRIEF: Commissioners requested information on how food not consumed by after school programs like the YMCA could be donated to local food charities.

DISCUSSION: The Washington County Health Department and the Maryland State Health Department stated there is no rule/ law that states what a daycare facility can / cannot do with left over individually packaged food.

The Washington County Public Schools operate after school programs offered through groups like the YMCA. The after-school program rules are set by the United States Department of Agriculture and then monitored by the Maryland State Department of Education.

The handling of foods served to student but not consumed are covered under federal regulation and Maryland health department standards as listed below:

- Per the federal regulations, wrapped shelf-stable (no refrigeration needed) items may be returned to the kitchen to be served later.
- Foods that are unwrapped should be discarded as they have been handled and may pose a food safety risk due to potential contaminants.
- Wrapped and heated or chilled items have to be monitored for time and temperature according to health code standards before determining if they can be saved and re-used or donated to another agency.

Washington County Public School Food and Nutrition Services will review food handling procedures and refine practices with the administration of the various agencies they partner with to ensure no unnecessary waste.

FISCAL IMPACT: N/A

CONCURRENCES: None

ALTERNATIVES: N/A

ATTACHMENTS: None

AUDIO/VISUAL NEEDS: None



Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-19-0023) – One (1) Armored Tactical Vehicle

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department and Captain, Mark Knight, Washington County Sherriff's Office

RECOMMENDED MOTION: Move to authorize by Resolution the approval of the purchase for one (1) BearCat Armored Tactical Vehicle for the Sheriff's Office from Lenco Industries, Inc. of Pittsfield, MA at the contracted price totaling \$285,876.00 based on the contract awarded by Howard County, Maryland Office of Purchasing Solicitation #IFB201-17 (Lenco's contract #4400003206)

REPORT-IN-BRIEF: The proposed vehicle will replace the currently used 2006 Lenco Bear Cat. The Bear Cat is a Tactical Armored Vehicle used by the Washington County Special Response Team (SWAT Team) to transport members to high risk situation like Active Shooters, High Risk Search Warrants, Barricaded Armed Suspects and Hostage Situations. The vehicle is also used to rescue citizen from these exact situations I have mentioned. The vehicle is designed and can be used for off-road and rural missions if needed. The recommended replacement vehicle is a 2019 Lenco Bear Cat G3 which is capable of carrying 10-12 fully equipped SWAT officers and offers high ballistic protection from gunfire. Lenco Armored Bear Cat has a history of dependability, capability and excellent customer service. Because of the uniqueness of the Bear Cat Armored vehicle the department feels this vehicle meets their need. The recommended vehicle will replace the current Lenco Bear Cat that has very much proven itself over the last 15 years. In December of 2007 officers took gunfire from a suspect who had murdered Smithsburg Police Officer Christopher Nicholson. During that incident the Bear Cat was shot at three (3) times by the suspect resulting in no injuries to any officer that was inside the vehicle.

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

The County will benefit with direct cost savings in the purchase of the Armored Tactical vehicle because of the economies of scale this buying group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Howard County, Maryland - Office of Purchasing provides through this agreement. Additionally, the County will realize

savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: One hundred percent of this vehicle's cost are being paid using Grant 905 – DAG Account funds which presently has a balance of over \$389,000.00. These funds are seized drug funds to be used only for law enforcement.

CONCURRENCES: Sheriff Mullendore

ALTERNATIVES: N/A

ATTACHMENTS: Lenco's Quote # 17915B (dated 8/20/2019) based on Howard County's contract with Lenco.

AUDIO/VISUAL NEEDS: N/A



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation 17915B

Quotation Date: August 20, 2019
Lenco Tax ID#: 04-2719777

CUST#: WA008 Washington County Sheriff's Office 100 West Washington Street Hagerstown, MD 21740	F.O.B.: Origin, Pittsfield, MA
	Ship Via: Customer Pick Up
	Payment Terms: Payment Upon Pick Up
	Estimated Completion: 240 days ARO (Est.)
	Inspection & Acceptance: At Lenco's Facility, Pittsfield, MA

Terms and Conditions: 1) Transfer of Vehicle Certificate of Origin to New Owner Done Upon Receipt of Payment in Full. 2) Lenco Does Not Collect Tax or Register Vehicles with DMV. 3) Cooperative Purchasing available under Lenco's GSA Contract# GS-07F-169DA (Schedule 84) or the 1122 Program. 4) Acceptance of this Quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request.

Item:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$209,255.79	\$198,793.00
NIJ IV & Multi-hit .50 CAL BMG Armor Protection			
Paint Color: Lusterless Black # F93XXB2026			
LED Lights Front/Rear: Red & Blue			
Options:			
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFPRD	36,797.89	34,958.00
Diesel Engine, 6.7L Turbo	BCDLEN	8,557.89	8,130.00
AC-DC Power Inverter 2,000 Watt with Battery Charge Feature	BCINV2000	5,728.42	5,442.00
360 Camera System	BC360DEG	4,654.74	4,422.00
Electric Power Heated Mirrors	BCMIR	1,587.37	1,508.00
Radio Prep Package (1)	BCINSRA	528.42	502.00
Rear A/C-Heating System: High Capacity	BCHAC	3,128.42	2,972.00
Roof Mounted Remote Control Spot Light LED (2)	BCSLLED	2,955.78	2,808.00
VSP Style Low Profile & Scene Lighting Pkg	BCVSPL	4,282.11	4,068.00
4-Door Configuration	BC4DR	8,271.58	7,858.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	13,135.79	12,479.00
Armored Oil Pan Guard	BCAOPG	2,037.89	1,936.00
	Net Savings	\$15,046.09	
		\$300,922.09	\$285,876.00
Total Cost of (1) Lenco BearCat FOB Origin, Pittsfield, MA			\$285,876.00

Specifications Subject to Change **PROPRIETARY**

WARNING: Information Subject to Export Control Laws
 The technical data in this document is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.
 THE WRITTEN APPROVAL OF THE DIRECTORATE OF US DEFENSE TRADE CONTROLS AND LENCO INDUSTRIES, INC. MUST BE OBTAINED BEFORE RESELLING, TRANSFERRING, TRANSSHIPPING, OR DISPOSING OF A DEFENSE ARTICLE TO ANY END USER, END USE OR DESTINATION OTHER THAN AS STATED ON THIS LENCO QUOTE OR THE SHIPPER'S EXPORT DECLARATION IN CASES WHERE AN EXEMPTION IS CLAIMED UNDER THIS SUBCHAPTER 123.9(A).

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

ACCEPTANCE OF PROPOSAL – The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____
 Please sign and return

LENCO INDUSTRIES, INC.

 Authorized Signature: *James J. Massery*
 James J. Massery

Thank You



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-19-0022) Body Worn Cameras

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department and Major, Pete Lazich, Washington County Sheriff's Office

RECOMMENDED MOTION: Move to authorize by Resolution the approval of the Axon Management System subscription that includes fifty-eight (58) body worn cameras, licensing, evidence storage for the Patrol Division at the Sheriff's Office from Axon Enterprise, Inc. of Scottsdale, AZ at contracted prices totaling \$38,280.00 for a one (1) year period based on the contract awarded by the State of MD DoIT (solicitation #060B249002).

REPORT-IN-BRIEF: The Axon body-worn camera will improve officer safety and efficiency with real-time situational awareness. Officers can capture the truth in every situation. With video evidence being at the heart of the record, law enforcement can get to the truth faster where citizens file complaints against officers. The department can quickly explore associated evidence in one integrated system, giving detectives and officers access to new insights and actionable facts. The contract subscription period is five (5) years with a cost in the amount of \$222,936.00, which the department will have to budget for years 2 through 5 and get the Boards' approval to continue the program. Subscription cost are as follows:

Payment	Amount
Year 1	\$38,280.00
Year 2	\$38,280.00
Year 3	\$48,792.00
Year 4	\$48,792.00
Year 5	\$48,792.00
Five (5) Year Total	\$222,936.00

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

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

DISCUSSION: N/A

FISCAL IMPACT: Funding in the amount of \$32,000.00 is budgeted in the department's account 515000-10-11200 and funds in the amount of \$7,000.00 will be transferred from account 599999-10-12800-PRG003OTHR11310.

CONCURRENCES: Sheriff Mullendore

ALTERNATIVES: N/A

ATTACHMENTS: Axon's Quote dated August 2, 2019

AUDIO/VISUAL NEEDS: N/A



QUOTE PROPOSAL



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 Phone (800) 978-2737

Q-212582-43679.801ML

Issued: 06/02/2019

Quote Expiration: 09/30/2019

Account Number: 114503

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Daryl Sanders
 Washington County Sheriff's Office - MD
 500 WESTERN MD PKWY
 ADMIN BLDG
 FRONT ENT
 HAGERSTOWN, MD 21740
 US

BILL TO

Washington County Sheriff's Office - MD
 500 WESTERN MD PKWY
 ADMIN BLDG
 FRONT ENT
 HAGERSTOWN, MD 21740
 US

SALES REPRESENTATIVE

David DeRosa
 Phone:
 Email: dderosa@axon.com
 Fax:

PRIMARY CONTACT

Daryl Sanders
 Phone: 2403132182
 Email: dasanders@washco-md.net

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	58	180.00	180.00	10,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	580	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT	58	180.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	58	240.00	240.00	13,920.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	10,000	0.75	0.75	7,500.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	318.00	1,272.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	58	499.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	58	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	58	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	58	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	4	1,495.00	0.00	0.00

Q-212582-43679.801ML

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Protect Life.



Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services					
85144	AXON STARTER	1	2,500.00	0.00	0.00
				Subtotal	38,280.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	38,280.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	2	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	2	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	318.00	1,272.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	58	180.00	180.00	10,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	580	0.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: 2 YEAR PAYMENT	58	180.00	0.00	0.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	58	240.00	240.00	13,920.00
85035	EVIDENCE.COM STORAGE	10,000	0.75	0.75	7,500.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
				Subtotal	38,280.00
				Estimated Tax	0.00
				Total	38,280.00





Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	58	180.00	180.00	10,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	580	0.00	0.00	0.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: 3 YEAR PAYMENT	58	180.00	180.00	10,440.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	58	240.00	240.00	13,920.00
85035	EVIDENCE.COM STORAGE	10,000	0.75	0.75	7,500.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
				Subtotal	48,792.00
				Estimated Tax	0.00
				Total	48,792.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	58	180.00	180.00	10,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	580	0.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: 4 YEAR PAYMENT	58	180.00	180.00	10,440.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	58	240.00	240.00	13,920.00
85035	EVIDENCE.COM STORAGE	10,000	0.75	0.75	7,500.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
				Subtotal	48,792.00
				Estimated Tax	0.00
				Total	48,792.00



Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	58	180.00	180.00	10,440.00
85110	EVIDENCE.COM INCLUDED STORAGE	580	0.00	0.00	0.00
80056	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR PAYMENT	58	180.00	180.00	10,440.00
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	58	240.00	240.00	13,920.00
85035	EVIDENCE.COM STORAGE	10,000	0.75	0.75	7,500.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	11	468.00	468.00	5,148.00
85110	EVIDENCE.COM INCLUDED STORAGE	330	0.00	0.00	0.00
				Subtotal	48,792.00
				Estimated Tax	0.00
				Total	48,792.00
				Grand Total	222,936.00



Discounts (USD)

Quote Expiration: 09/30/2019

List Amount	281,550.00
Discounts	58,614.00
Total	222,936.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	38,280.00
Spares	0.00
Year 2	38,280.00
Year 3	48,792.00
Year 4	48,792.00
Year 5	48,792.00
Grand Total	222,936.00

Q-212582-43679.801ML

5

Protect Life.



Agenda Report Form

Open Session Item

SUBJECT: Rejection of Bids - (PUR-1434) for Circuit Court Bullet Resistant Glass, Bullet Resistant Glass for New Circuit Courtroom

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Rick Curry, CPPO, Director, Purchasing Department, Kevin Tucker, Clerk of the Courts, Scott Hobbs, Director, Division of Engineering

RECOMMENDED MOTION: Move to take action, in the best interest of the County and to request the bids for both of the above referenced Circuit Court Bullet Resistant Glass projects be rejected due to the bids' exceeding the budgets.

REPORT-IN-BRIEF: Notice of the bid was published in the local newspaper, listed on the State of Maryland's "eMaryland Marketplace" website, and on the County's website. Fifty-seven (57) persons/companies registered/downloaded the bid document on-line and two (2) bids were received for the purchase/installation of the bullet resistant glass at Clerk of the Courts Office. Mr. Tucker and I recommend that the Board reject the bids and request permission to rebid the project with a modified scope of work. The scope of the project is to install bullet resistant glass, doors and wooden counters in the employee work area and in the customer service area. Three (3) persons/companies registered/downloaded the bid document on-line and one (1) bid was received for the purchase/installation of the bullet resistant glass for the new circuit courtroom (former Register of Wills Office). It is also recommended that the Board reject this bid, and we request permission to rebid the project with a modified scope of work.

DISCUSSION: N/A

FISCAL IMPACT: Funds are allocated in the FY'20 budget GRT506 in the amount of \$59,650.00 for the bullet resistant glass at the Clerk of the Courts Office. No County funds are requested for this project. The new circuit courtroom is a budgeted Capital Improvement Plan (CIP) project.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation Matrix, Bid Results

AUDIO/VISUAL NEEDS: N/A

PUR-1434 Circuit Court Bullet Resistant Glass

	<p>Mistral Inc. Bethesda, Maryland</p>	<p>Clear Security Systems West Caldwell, New Jersey</p>
<p>TOTAL LUMP SUM: DELIVERY/INSTALLATION OF BULLET RESISTANT</p>	<p>\$121,891.00</p>	<p>\$69,990.00</p>
<p>REMARKS/EXCEPTIONS:</p>	<p>Bid assumes:</p> <ol style="list-style-type: none"> Nothing above current false ceiling will require additional costs not included within this bid. Work requirements by the Court's workday schedule will not require unexpected additional costs not already anticipated by this bid. 	<p>Demolition of Existing Counter Components:</p> <ol style="list-style-type: none"> CSS will dismantle and remove the existing modular counter, desks, and wall unit where the new counter will be installed. Disposal of existing modular furniture is by others. <p>Bullet Resistant Counter Millwork (per attached Plan Document):</p> <ol style="list-style-type: none"> One (1) "L" shape millwork counter system with leg #1 approximately 15' 0" long (standard height counter); and leg#2 being approximately 6' 3" long (ADA counter.) The Employee work counter for the entire millwork system will be 34" AFF, which is ADA height compliant. The 15' 0" counter leg will have a 10" high riser section for standard (standing) height transactions. One (1) return counter top and divider panel bisecting the main counter system, approximately 7' 0" long with the divider panel being approximately 24" high. The 6' 3" counter leg will not have a riser section and will remain at ADA height. New half-wall, approximately 15' 6" long x 3' 8"h, connecting the end of the new counter to the rear concrete wall. Millwork counter and the half-high wall are constructed from wood products, UL Level 3 bullet resistant fiberglass panels, and a matching plastic laminate. Millwork will include (5) grommet holes for wire access, knee-walls, toe kicks, riser sections, countertops, riser top, two (2) S.S. RECESSED deal trays, and four (4) wood/plastic laminate vertical support panels on the Employee side of the counter. Millwork knee-walls will contain open wire raceways for power and computer wires. Removable access panels in the kneespace areas for wire raceway are included. Electrical wiring and conduits for power and computer wire are provided and installed by others. Millwork cabinets: three (3) three-drawer cabinets with standard pulls and glides with a plastic laminate finish, and one (1) double door cupboard with pulls, two (2) adjustable shelves, and a plastic laminate finish. New wall will be made up of wood products, UL Level 3 bullet resistant fiberglass paneling, and a plastic laminate finish to match the new millwork counter.

PUR-1434 Circuit Court Bullet Resistant Glass

<p align="center">Mistral Inc. Bethesda, Maryland</p>	<p align="center">Clear Security Systems West Caldwell, New Jersey</p>
	<p>13. One (1) Half Vision Security Door, complete with aluminum tube frame with UL Level 3 BR fiberglass inserts, UL Level 3 LP-1250 glazing sheet material, plastic laminate finish on lower half of door to match color and height of new half-high wall, heavy duty closer, heavy duty Select hinge, and a Simplex L1000 pushbutton combination lockset with electric strike.</p> <p>14. Complete millwork drawings are included for all finishes, dimensions, and approval</p> <p>Bullet Resistant Barrier Glazing:</p> <p>1. 1 1/4" thick UL Level 3 LP-1250 acrylicpolycarbonate glazing installed onto the new counter system and above the new half wall (a total of approximately 36 linear feet) to a height of 60" (70" above the ADA counter....or 8' 8" A.F.F.)</p> <p>2. Acrylic louvers, 20" high, spanning the top of the BR glazing (approximately 36 linear feet) to the underside of the 10' 5" high ceiling.</p> <p>3. One (1) Bulk Package Exchange Unit, 16"w x 18"h x 18"d, complete with UL Level 3 LP-1250 glazing, two doors with pull knobs, and an interior mechanical interlock device.</p> <p>4. Complete BRG drawings are included for approval.</p> <p>Project Notes:</p> <p>1. Prevailing Wage pricing is included below.</p> <p>2. All work will take place during off hours including weekend work on consecutive days/night until complete. (start demolition on a Friday night, work through the weekend, and if necessary complete on a Monday night or Tuesday night....4-5 nights for completion.)</p> <p>3. Performance Bond (estimated at \$2,000.00) is included.</p> <p>4. Materials and Labor Bond (estimated at \$2,000.00) is included.</p> <p>5. CSS to perform a site visit prior to the start of fabrication to confirm dimensions and specification requirements.</p> <p>6. Shop drawings to be provided within ten (10) days from the site visit.</p> <p>7. Any electrical work is by others. There is no electrical work included in this pricing.</p> <p>8. Estimated fabrication, delivery and installation is 90-120 days from receiving an order.</p> <p>9. Any materials or labor not specifically described above have not been included in the pricing below.</p>



Agenda Report Form

Open Session Item

SUBJECT: Southern Boulevard – Project Closeout Change Order

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Scott Hobbs, P.E., Director, Division of Engineering

RECOMMENDED MOTION: Move to approve a change order for \$92,262.46 as part of the final project closeout.

REPORT-IN-BRIEF: Southern Boulevard and Alternate 40 (Frederick Street) Intersection Improvements were completed within the available budget. This project received \$2,300,000 in state funding for work at Frederick Street and the change order relates to final adjustment of quantities. The contract value for C. William Hetzer, Inc. will be increased accordingly, and this final change order will close out the construction project.

DISCUSSION: The total budget for the project was \$9,798,100 and is being completed approximately \$600,000 under budget. The construction was completed for \$7,092,208.34.

FISCAL IMPACT: This is a budgeted CIP project (RDI040).

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Change Order

AUDIO/VISUAL TO BE USED: N/A

**BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY MARYLAND
100 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND 21740-4735
CHANGE ORDER**

TO: C. William Hetzer, Inc.
 Consultant: 9401 Sharpsburg Pike
 Contractor: Hagerstown, Maryland 21741
 Vendor: Attention: John Kieffer, P.E., Sr. Vice President

Change Order No. Purchase Order No.

Contract No. P/S Account No.

Project Title: Date:

The contract time will: increase decrease remain the same by: calendar days working days

Description of Change:

Final Adjustment of Quantities for the project.
 (See the attached spreadsheet)

Reason for Change:

Address the final quantities after the completion of the final phase of construction on the project and within the limits of the SHA Right-of-Way.

Substantial Completion Date 11/11/18 Last Day Punchlist Work 12/9/18 Road Opened 12/18/18

The completion date, incorporating the changes included in this change order, is:	<input type="text" value="Nov 11, 2018"/>
The original contract sum was:	<input type="text" value="\$6,881,500.05"/>
Net changes by previous change orders:	<input type="text" value="\$118,445.83"/>
Contract sum prior to this change order:	<input type="text" value="\$6,999,945.88"/>
By this Change Order, the contract sum will be changed by:	<input type="text" value="\$92,262.46"/>
The new contract sum including this change order will be:	<input type="text" value="\$7,092,208.34"/>

The Consultant/Contractor/Vendor shall not commence with the work described hereon until this form is executed by all agents.

Consultant:

Finance:

Contractor/Vendor:

Purchasing:

Approving Agency:

County Administrator:

Outside County Entities: Please email the signed form to ChangeOrder@washco-md.net.



Agenda Report Form

Open Session Item

SUBJECT: Construction Bid Award – Garis Shop Road Water Trail Park

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Scott Hobbs, P.E., Director, Division of Engineering, Andrew Eshleman, P.E., Director, Public Works

RECOMMENDED MOTION: Move to conditionally award the Garis Shop Road Water Trail Park contract to the lowest responsive, responsible bidder, Outdoor Contractors, Inc. of Hancock, Maryland in the amount of \$93,157.00 which includes the base bid of \$89,817 and add alternate #2 amount of \$3,340.00. Conditional award is based on acceptance from the Department of Natural Resources (DNR) for the reallocation of Program Open Space (POS) funds.

REPORT-IN-BRIEF: The project was advertised in the Herald Mail, on the County’s website, and on the State of Maryland’s website, “e-Maryland Marketplace Advantage (eMMA).” Four (4) bids were received and opened on Friday, August 30, 2019, as listed below and further detailed on the attached Bid Tabulation.

<u>Contractor:</u>	<u>Base Bid:</u>	<u>Add Alt #1</u>	<u>Add Alt #2</u>	<u>Total</u>
Outdoor Contractors, Inc.	\$89,817.00	\$8,120.00	\$3,340.00	\$101,277.00
Lantz DBA Building Systems	\$112,516.00	\$18,415.00	\$7,540.00	\$134,747.00
Lone Star Builders, Inc.	\$113,351.00	\$7,540.00	\$3,675.00	\$124,566.00
Franco’s Liberty Bridge, Inc.	\$155,992.00	\$3,480.00	\$9,295.00	\$168,767.00

The bids have been evaluated and the low bid from Outdoor Contractors, Inc. is in order. The engineer’s estimate for this work is \$90,000 for the base bid and add alternate #2.

DISCUSSION: The project involves the installation of creek access, boat ramp, parking area, access trail, signage, and landscaping for the Garis Shop Road boat access park. This access is part of the Antietam Water Trail. The project supports the County’s comprehensive plan of conserving resources, land and infrastructure by maintaining the public’s use of well-established parks in Washington County.

This is a 60 consecutive calendar day contract. The anticipated Notice to Proceed is in October 2019, with an anticipated completion date in December 2019. Bid documents include liquidated damages in the amount of \$250.00 per calendar day for work beyond the completion date.

FISCAL IMPACT: Funds are available from the Garis Shop Road Bridge project (\$20,000), pending closeout of the Rural Heritage Village Restroom project (state grant of \$51,157), and POS funding from the Garis Shop Creek Access Project (\$50,000). There is match requirement

for the POS as related to the closeout of the Rural Heritage Village Restroom project (10% local match, funds available from the Garis Shop Road Bridge project / budget transfer).

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Bid Tabulation, Aerial Map, Letters to DNR, POS Development Application

AUDIO/VISUAL TO BE USED: Yes (Aerial Map)

BID TABULATION

Garis Shop Road Water Trail Park

Washington County Commissioners

BIDS RECEIVED: Friday, August 30, 2019

4:00 P.M.
Hagerstown, MD 21740

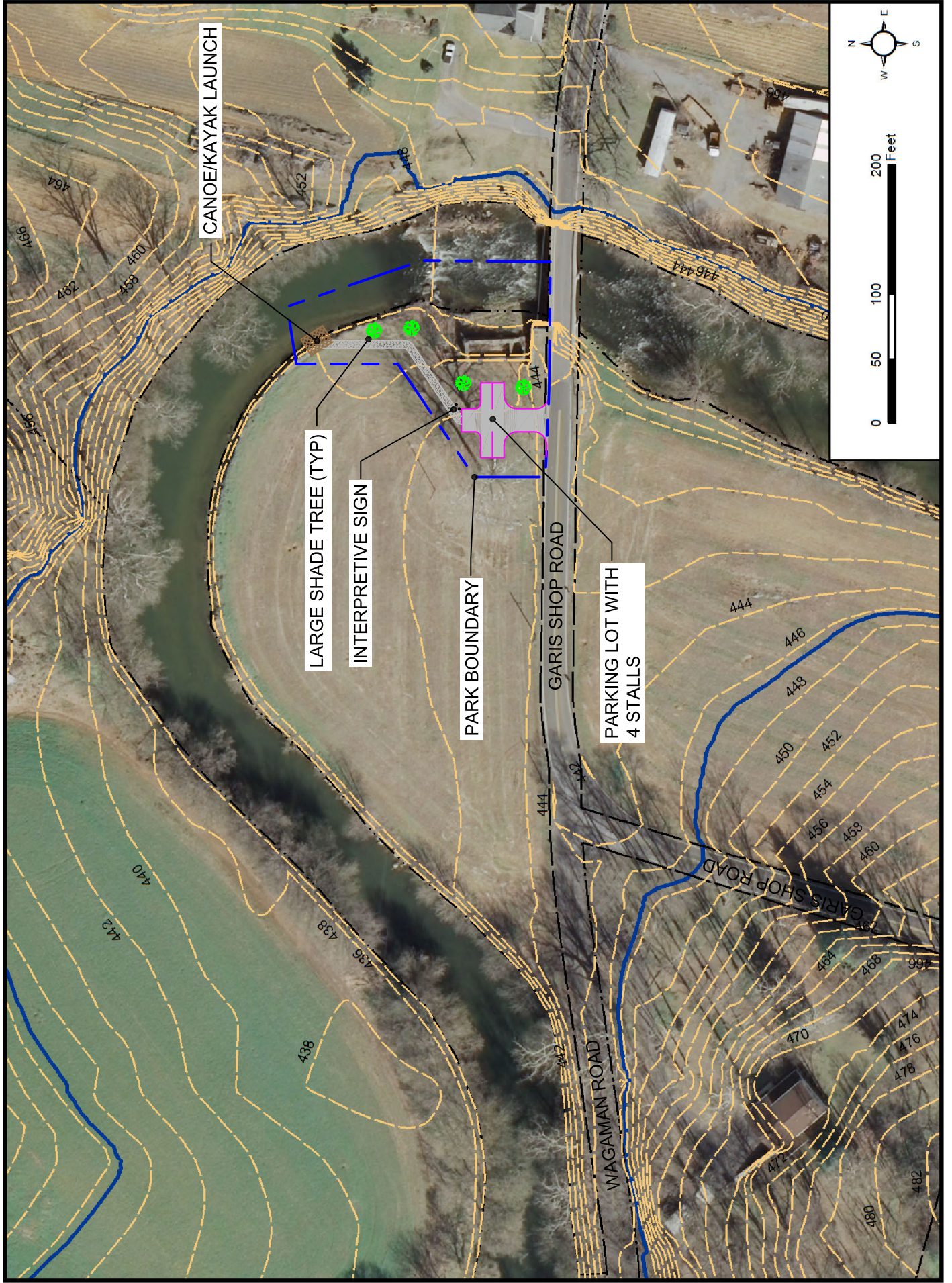
Contract No. PK-GS-073-22

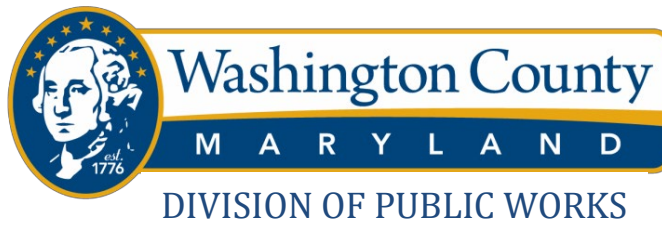
Annex Building
80 W. Baltimore Street
Hagerstown, MD 21740

Length of Contract: 60 Calendar Days

Unit No.	Item	Unit	Approx. Quantity	Outdoor Contractors Inc. 14702 Indian Springs Road Hancock, MD 21750		Lone Star Builders, Inc. 15542 Broadfording Road		Lantz DBA Building Systems 16619 Hunters Green Pkwy, Suite100 Hagerstown, MD 21740		Franco's Liberty Bridge Inc 6426 Aaron Lane Clinton, MD 20735	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	Clearing and Grubbing	L.S.	1	\$ 3,000.00	\$ 3,000.00	\$ 425.00	\$ 425.00	\$ 10,460.00	\$ 10,460.00	\$ 12,584.00	\$ 12,584.00
102	Mobilization	L.S.	1	\$ 7,100.00	\$ 7,100.00	\$ 8,890.00	\$ 8,890.00	\$ 26,170.00	\$ 26,170.00	\$ 14,920.00	\$ 14,920.00
103	Maintenance of Traffic	L.S.	1	\$ 500.00	\$ 500.00	\$ 1,350.00	\$ 1,350.00	\$ 400.00	\$ 400.00	\$ 9,522.00	\$ 9,522.00
104	Construction Stakeout	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00	\$ 10,580.00	\$ 10,580.00
201	Unclassified Excavation	C.Y.	85	\$ 50.00	\$ 4,250.00	\$ 89.00	\$ 7,565.00	\$ 125.00	\$ 10,625.00	\$ 105.00	\$ 8,925.00
202	Contingent: Common Borrow, Type I	C.Y.	10	\$ 19.00	\$ 190.00	\$ 65.00	\$ 650.00	\$ 90.00	\$ 900.00	\$ 128.80	\$ 1,288.00
301	Stream Diversion	L.S.	1	\$ 13,766.00	\$ 13,766.00	\$ 27,000.00	\$ 27,000.00	\$ 14,745.00	\$ 14,745.00	\$ 16,650.00	\$ 16,650.00
302	Class 0 Riprap	S.Y.	17	\$ 78.00	\$ 1,326.00	\$ 140.00	\$ 2,380.00	\$ 190.00	\$ 3,230.00	\$ 132.00	\$ 2,244.00
303	Filter Log, 8"	L.F.	175	\$ 2.80	\$ 490.00	\$ 8.00	\$ 1,400.00	\$ 6.00	\$ 1,050.00	\$ 15.00	\$ 2,625.00
304	Filter Bag	EA.	1	\$ 400.00	\$ 400.00	\$ 675.00	\$ 675.00	\$ 1,470.00	\$ 1,470.00	\$ 107.00	\$ 107.00
305	Rain Garden	L.S.	1	\$ 1,200.00	\$ 1,200.00	\$ 3,500.00	\$ 3,500.00	\$ 2,526.00	\$ 2,526.00	\$ 10,520.00	\$ 10,520.00
401	Creek Access Ramp	L.S.	1	\$ 24,600.00	\$ 24,600.00	\$ 24,900.00	\$ 24,900.00	\$ 10,190.00	\$ 10,190.00	\$ 11,982.00	\$ 11,982.00
501	6" Graded Aggregate Base	S.Y.	225	\$ 13.00	\$ 2,925.00	\$ 20.16	\$ 4,536.00	\$ 17.20	\$ 3,870.00	\$ 19.00	\$ 4,275.00
502	Hot Mix Asphalt Superpave Surface, 9.5 MM	Ton	30	\$ 115.00	\$ 3,450.00	\$ 196.00	\$ 5,880.00	\$ 150.50	\$ 4,515.00	\$ 185.00	\$ 5,550.00
503	Hot Mix Asphalt Superpave Base, 19.0 MM	Ton	60	\$ 102.00	\$ 6,120.00	\$ 140.00	\$ 8,400.00	\$ 120.00	\$ 7,200.00	\$ 162.00	\$ 9,720.00
504	Interlocking Pavement Pathway	S.F.	750	\$ 26.00	\$ 19,500.00	\$ 18.62	\$ 13,965.00	\$ 16.00	\$ 12,000.00	\$ 46.00	\$ 34,500.00
	Base Bid Total				\$ 89,817.00		\$ 112,516.00		\$ 113,351.00		\$ 155,992.00
601	Add Alternate #1 - Composite Ranch Rail Fence	L.F.	290	\$ 28.00	\$ 8,120.00	\$ 63.50	\$ 18,415.00	\$ 26.00	\$ 7,540.00	\$ 12.00	\$ 3,480.00
	Add Alternate #1 Bid Total				\$ 8,120.00		\$ 18,415.00		\$ 7,540.00		\$ 3,480.00
701	Add Alternate #2 - Turfgrass Establishment	S.Y.	590	\$ 2.00	\$ 1,180.00	\$ 2.00	\$ 1,180.00	\$ 2.00	\$ 1,180.00	\$ 3.50	\$ 2,065.00
702	Add Alternate #2 - Meadow Establishment	S.Y.	175	\$ 5.00	\$ 875.00	\$ 2.24	\$ 392.00	\$ 2.20	\$ 385.00	\$ 16.00	\$ 2,800.00
703	Add Alternate #2 - American Sycamore 'Platanus Occidentalis'	EA.	2	\$ 150.00	\$ 300.00	\$ 308.00	\$ 616.00	\$ 290.00	\$ 580.00	\$ 550.00	\$ 1,100.00
704	Add Alternate #2 - Black Gum 'Nyssa Sylvatica'	EA.	2	\$ 175.00	\$ 350.00	\$ 342.00	\$ 684.00	\$ 320.00	\$ 640.00	\$ 550.00	\$ 1,100.00
705	Add Alternate #2 - Eastern Redbud 'Cercis Canadensis'	EA.	2	\$ 185.00	\$ 370.00	\$ 107.00	\$ 214.00	\$ 100.00	\$ 200.00	\$ 240.00	\$ 480.00
706	Add Alternate #2 - Red Osier Dogwood 'Cornus Cerrulata'	EA.	3	\$ 50.00	\$ 150.00	\$ 84.00	\$ 252.00	\$ 80.00	\$ 240.00	\$ 240.00	\$ 720.00
707	Add Alternate #2 - Smooth Alder 'Alnus Cerrulata'	EA.	2	\$ 45.00	\$ 90.00	\$ 84.00	\$ 168.00	\$ 80.00	\$ 160.00	\$ 240.00	\$ 480.00
708	Add Alternate #2 - Bald Cypress 'Taxodium Distichum'	EA.	1	\$ 25.00	\$ 25.00	\$ 310.00	\$ 310.00	\$ 290.00	\$ 290.00	\$ 550.00	\$ 550.00
	Add Alternate #2 Bid Total				\$ 3,340.00		\$ 3,816.00		\$ 3,675.00		\$ 9,295.00
	Total Base Bid and all Add Alternates				\$ 101,277.00		\$ 134,747.00		\$ 124,566.00		\$ 168,767.00

Garis Shop Road





October 8, 2019

Ms. Margaret Lashar
Land Acquisition and Planning
Department of Natural Resources
Tawes State Office Building E-4
580 Taylor Avenue
Annapolis, Maryland 21401

RE: Revised Garis Shop Creek Access Application

Dear Ms. Lashar,

Washington County is requesting that additional Program Open Space (POS) funds from the unencumbered reserve in the amount of \$51,157 be applied to the Garis Shop Creek Access project #6909-21-365. Bids were received for the project and in order to award the project to the lowest responsive, responsible bidder, additional funds are needed. The Garis Shop Creek Access POS project currently has an available balance of \$50,000, whereas, the total project bid was \$101,277 which is based on unit prices and subject to change.

By way of a separate request, dated October 8, 2019, Washington County is reverting \$51,157 of POS funds from the Rural Heritage Village Restroom project # 6067-21-287 to the County's unencumbered reserve and requesting the same amount be applied to the Garis Shop Road Creek Access project. The County is transferring an additional \$20,000 of local funds to the project. The transfers will bring the total available project funds to \$121,157 and allow the County to move forward with awarding and completing the project. Please provide a letter of acknowledgement as soon as possible so the County may award the construction contract for the project.

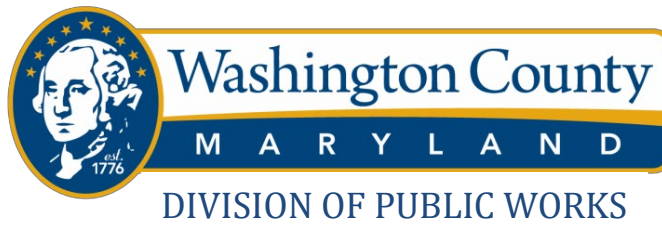
Please let me know if you have any questions.

Sincerely,

Andrew Eshleman, P.E.
Director Public Works
100 West Washington Street
Hagerstown MD, 21740
301-313-2252

cc: Scott Hobbs, Wash County, Director - Engineering
Kim Faith, Parks & Facilities, Admin Assistant

100 West Washington Street | Hagerstown, MD 21740 | P: 240.313.2254 | Hearing Impaired: 7-1-1



October 8, 2019

Ms. Margaret Lashar
Land Acquisition and Planning
Department of Natural Resources
Tawes State Office Building E-4
580 Taylor Avenue
Annapolis, Maryland 21401

RE: Reallocation of POS Grant Funds

Dear Ms. Lashar,

Washington County is requesting that the Washington County Agricultural Education Center Rural Heritage Village Restrooms project #6067-21-287 be closed and the remaining funds of \$51,157.00 revert to the County's unencumbered balance.

The project application was submitted in 2013, and since then no substantial project design or development has occurred to where the project could be implemented in the near future. The local matching funds are no longer available for the project. In addition, the cost to build a new restroom facility with utilities is anticipated to exceed the available grant amount. Other lower costs options that consider the frequency of use are being investigated to provide a similar benefit that the project was intended to provide.

Please let me know if you have any questions.

Sincerely,

Andrew Eshleman, P.E.
Director Public Works
100 West Washington Street
Hagerstown MD, 21740
301-313-2252

cc: Kim Faith, Parks & Facilities, Admin Assistant

Maryland Department of Natural Resources Program Open Space

Development & Capital Renewal Application and Project Agreement

Shaded Areas For State Use Only.	POS PROJECT #	6909-21-365
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1. PROJECT TITLE: Garis Shop Boat Access

2. APPLICANT: Washington County APPLICANT'S FEDERAL ID #: 52-6001037
(County/Municipality)

3. LEGISLATIVE DISTRICT: 2A LAST POS GRANT ISSUED ON THIS SITE #: 6909-21-365

4. PROJECT LOCATION: Street Address: North Side of Garis Shop Road at Stone Bridge (no physical address)
 City/Town: Hagerstown Zip Code: 21740
 County Tax Map # 57 Grid 18 Parcel # _____ ADC Road Map Edition # 8th Map # 26 Grid Ltr F Grid # 2

5. PROJECT DESCRIPTION: Descriptions are written into the agenda item, which is presented to the Maryland Board of Public Works for approval. Please explain the proposed project and be specific. Why is it being done and how does it relate to local recreation needs? Is it a new development or does it build upon an existing facility? Provide all of the information that you feel is necessary to explain and justify the project and to convince the approving agencies that it is a worthwhile project. Attach a separate sheet, if necessary.

This park consists of 0.52

The project includes installation of creek access, boat ramp, parking area, access trail, fencing, signage and landscaping for the Garis Shop Boat Access park. This access is part of the Antietam Water Trail.

The project was recently advertised for bids and the lowest responsive, responsible bidder's bid exceeds the existing \$50,000 POS project budget. Separately, project #6067-21-0287 Rural Heritage Village Restrooms has a POS grant balance of \$51,157 that will not be used and is intended to be applied to the Garis Shop Boat Access park project in order to move forward with the bid award.

This project specifically supports Washington County's planning vision #5 of conserving resources, land and infrastructure by maintaining the public's use of well-established parks in Washington County.

6. a. LOCAL FUNDS:	\$	<u>25,000</u>	<u>21</u> %	
b. OTHER FUNDS:	\$	<u>45,000</u>	<u>37</u> %	<small>(Specify Source/Type) <u>POS Orig. Application</u></small>
c. POS FUNDS REQUESTED:	\$	<u>51,157</u>	<u>42</u> %	
d. TOTAL PROJECT COST:	\$	<u>121,157</u>	<u>100</u> %	

7. LOCAL PROJECT COORDINATOR:

<u>Andrew Eshleman</u>	<u>Director</u>	aeshleman@washco-md.net
<small>(Print Name)</small>	<small>(Print Title)</small>	<small>(E-mail Address)</small>
<u>100 West Washington Street</u>	<u>Hagerstown</u>	<u>MD 21740</u> <u>240-313-2252</u>
<small>(Mailing Address)</small>	<small>(City)</small>	<small>(State) (Zip) (Telephone Number)</small>

8. PROJECT PERIOD: From: October 8, 2019 (Date of Letter of Acknowledgement/Concurrence)
 To: July, 2020 (Estimated Date of Completion)

9. ITEMIZED DETAILED COST ESTIMATE: Round all estimates to nearest dollar.

Item No.	Item	Estimated Cost
1.	Program Open Space Acknowledgement Sign	
2.	Refer to attached bid tabulation. Lowest responsive, responsible bidder is Outdoor Contractors	
	Base Bid – mobilization, stream diversion for boat access, pathway, parking lot, and site work	\$89,817
	Add Alternate #1 – Fencing	\$8,120
	Add Alternate #2 – Landscaping	\$3,340
3.	Park Sign, gate, rain garden plantings, signage, project material incidentals, and amenities	\$19,880

Total Development Costs:	\$121,157
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10. LOCAL GOVERNMENT AUTHORIZATION:

As the authorized representative of this Political Subdivision, I read the terms of the "Project Agreement and General Conditions" of the Program Open Space (POS) Grants Manual and I agree to perform all work in accordance with the Manual, POS Law and Regulations, and with the attachments included herewith and made a part thereof.

Jeff A. Cline

President, Board of
County Commissioners

(Signature)

(Print Name)

(Print Title)

(Date)

PROGRAM ADMINISTRATIVE REVIEW:

11. ON-SITE INSPECTION DATE _____ BY _____

12. DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(Agenda Item No.)



Agenda Report Form

Open Session Item

SUBJECT: Acceptance of Dedicated Land – Label Lane

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering and Scott Hobbs, Director, Division of Engineering.

RECOMMENDED MOTION: Move to approve acceptance of dedicated property.

REPORT-IN-BRIEF: The County requested a fee simple area consisting of approximately 0.774 +/- acres from GTR Transport, LLC located on Label Lane at the time of site approval for the GTR facility.

DISCUSSION: The site plan has been approved and the owner is ready to proceed with the conveyance of property at no cost to the County. The dedicated area will allow for future access.

FISCAL IMPACT: N/A

CONCURRENCES: County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map

AUDIO/VISUAL NEEDS: N/A

Label Lane/Shawley Drive Land Conveyance





Agenda Report Form

Open Session Item

SUBJECT: Easement Request – City of Hagerstown

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering

RECOMMENDED MOTION: Move to approve the conveyance of a perpetual waterline easement consisting of 13,859 +/- square feet to the City of Hagerstown at 18404 Showalter Road.

REPORT-IN-BRIEF: The City has requested a waterline easement on the airport terminal parcel at 18404 Showalter Road.

DISCUSSION: The water main easement was not retained by the City of Hagerstown when the City conveyed the property to the County. The main provides water to the airport terminal. The Water Division operates, repairs, tests, and maintains the water meter/vault, pipe, and appurtenances ensuring the terminal has service.

FISCAL IMPACT: N/A

CONCURRENCES: County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map

AUDIO/VISUAL NEEDS: N/A

Showalter Road Waterline Easement





Agenda Report Form

Open Session Item

SUBJECT: Acceptance of Dedicated Land - Intersection of Bower Avenue and Virginia Avenue.

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Todd Moser, Real Property Administrator, Rebecca Calimer, Chief of Plan Review, Division of Plan Review & Permitting.

RECOMMENDED MOTION: Move to approve acceptance of dedicated property.

REPORT-IN-BRIEF: Dollar General is relocating on Virginia Avenue (US 11) to the intersection of US 11 and Bower Avenue. In accordance with the traffic impact study, the developer will be adding a dedicated north bound right turn lane at the US 11 and Bower Avenue intersection.

DISCUSSION: PTV 1001, LLC has agreed to dedicate 2,343 +/- S.F of land to the County at 17213 Virginia Avenue.

FISCAL IMPACT: N/A

CONCURRENCES: County Attorney

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map, Dedication Exhibit

AUDIO/VISUAL NEEDS: N/A

Bower Avenue/Virginia Avenue R.O.W Dedication





VIRGINIA AVENUE
US ROUTE 11

185.19' TOTAL TO FOUND IRON PIPE

N 67°28'18" E

SPK
26.74'
SPK
S 35° 38' 18" W
16.99'

150.00'

BOWER AVENUE

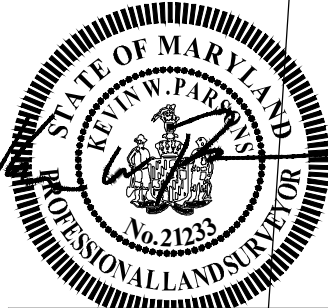
15.0' ROW DEDICATION
0.054 ACRES (2,343.6 S.F.)

146.51'

S 03° 48' 18" W

TAX MAP 48 PARCEL 528
N/F
PTV 1001, LLC.
DEED REF: 4810/154
PLAT REF: 4810/154
1.332 ACRES±
17213 VIRGINIA AVE.
HAGERSTOWN, MD 21740

TAX MAP 48 PARCEL 138
N/F
JEFFREY N CRAMPTON
D.B. 01883/ 00486
ZONED BL



N 3° 48' 18" E

SPK
15.03'
SPK
N 89°41'42" W

200.00' TOTAL TO FOUND IRON ROD w/ CAP

I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND.

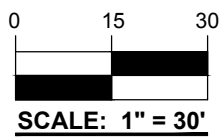
LICENSE NUMBER: 21233
EXPIRATION DATE: 02/02/21

**NOT FOR RECORDATION,
PENDING REAL ESTATE TRANSFER**

TAX MAP 48 PARCEL 142
N/F
MICHAEL & KENDRA WEESE
D.B. 3552/146
ZONED BL

**DEDICATION EXHIBIT
PTV 1001, LLC.**

HAGERSTOWN, MD
WASHINGTON COUNTY, MARYLAND



ARCHITECTURE
ENGINEERING
Salisbury, MD
312 W. Main St., Suite 300
Salisbury, MD 21801
Ph. 410.546.9100
Fax 410.546.5824

BMG: 2018126.00
SCALE: 1" = 30'
DATE: 09/06/2019
DRAWN BY: SDB

EXHIBIT B-2



Agenda Report Form

Open Session Item

SUBJECT: FY20 Police Recruitment and Retention Grant

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Sargent Daryl Sanders, Washington County Sheriff's Office and Stephanie Lapole, Senior Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the grant application for the Police Recruitment and Retention Grant Program in the amount of \$30,125 and accept funding as awarded.

REPORT-IN-BRIEF: Local law enforcement agencies statewide are eligible to submit an application for the Police Recruitment and Retention Program. Funding provided must specifically be used for recruitment and retention related efforts.

The Washington County Sheriff's Office plans to utilize the retention incentive for current sworn officers providing a clothing allowance for 105 sworn positions at \$125 each to purchase Uniform Duty Boots.

The Sheriff's Office is currently in need of 12 new Deputies. Funding is available for recruiting incentives applicable to new hires as of July 1, 2019 who can receive a bonus of up to \$1,000 for bilingual proficiency, \$1,000 for undergraduate college degrees, and \$1,000 for qualifying Veteran status per the grant guidelines.

In addition, the Sheriff's Office plans to offer a \$500 referral bonus for sworn police officers who recruit a new police officer candidate, paid after the officer candidate has been assigned to an academy class.

DISCUSSION: The Office of Grant Management has reviewed the grant guidelines. There is no match associated with the grant and the grant will not result in new recurring expenses for the County. The grant's performance period is July 1, 2019 through June 30, 2020. At the end of the grant cycle, if funding is available the Sheriff's Office can apply again however, if funding is unavailable the Sheriff's Office will need to identify another source of funding or eliminate the incentive program.

FISCAL IMPACT: The grant will provide \$30,125 for police recruitment and retention efforts.

CONCURRENCES: Director, Office of Grant Management

ALTERNATIVES: Deny submission of this request

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Emergency Numbers Systems Board – Approval to Submit Application and Accept Awarded Funding for Support of Telephone System Equipment

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Brian Albert, Emergency Communications Center Operations, Division of Emergency Services and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the grant application for the Emergency Numbers Systems Board in the amount of \$161,925.89 and accept funding as awarded to support telephone system equipment.

REPORT-IN-BRIEF: The Emergency Number Systems Board was established by the Maryland General Assembly to coordinate the implementation, enhancement, maintenance and operation of county or multi-county 911 systems. Washington County Emergency Services is requesting funding for a new alarm equipment at the 9-1-1 center(s).

DISCUSSION: Washington County Emergency Services is requesting funding for support of the telephone system equipment located at the Primary and Back Up 9-1-1 centers and the remote telephone consoles located at Maryland State Police Barracks O. The support expired on September 30, 2019 however due to a delay in obtaining the quote, Motorola Solutions will honor the existing contract until the new contract and funding is approved. The quote covers support costs from October 1, 2019 until June 30, 2020. A separate grant funding submission form will cover support after June 2020.

The Office of Grant Management has reviewed the funding request and has determined the request is consistent with the Emergency Number Systems Boards' purpose. There is no matching funds requirement associated with this funding request.

FISCAL IMPACT: Provides \$161,925.89 for Division of Emergency Services related expenses which may otherwise be charged to the Emergency Services budget.

CONCURRENCES: Susan Buchanan Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Agenda Report Form

Open Session Item

SUBJECT: Emergency Numbers Systems Board – Approval to Submit Application and Accept Awarded Funding for Upgrading Telephone System

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Brian Albert, Emergency Communications Center Operations, Division of Emergency Services and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the grant application for the Emergency Numbers Systems Board in the amount of 2,548,807.50 and accept funding as awarded to upgrade the telephone system.

REPORT-IN-BRIEF: The Emergency Number Systems Board was established by the Maryland General Assembly to coordinate the implementation, enhancement, maintenance and operation of county or multi-county 911 systems. Washington County Emergency Services is requesting funding for a new alarm equipment at the 9-1-1 center(s).

DISCUSSION: Washington County Emergency Services is requesting funding for an upgrade of telephone equipment. Based upon industry standards the county's current telephone equipment is due to be updated. Additionally, Washington County's current telephone system's contracted maintenance and support expires soon necessitating a five year software support and hardware maintenance contract. The hardware/software portion of the funding request will cost \$841,707.50, the implementation, project management and training portion will cost \$387,052.42, the software support for five years will cost \$768,502.50, and the on-site maintenance for five years will cost \$551,545.08 for a grand total of \$2,548,807.50.

The Office of Grant Management has reviewed the funding request and has determined the request is consistent with the Emergency Number Systems Boards' purpose. There is no matching funds requirement associated with this funding request. Per the guidance from the Emergency Numbers Services Board the County should have a refresh of equipment every five years. Therefore before the end of the five year plan Emergency Services would request funding again from Emergency Numbers Services Board.

FISCAL IMPACT: Provides \$2,548,807.50 for Division of Emergency Services related expenses which may otherwise be charged to the Emergency Services budget.

CONCURRENCES: Susan Buchanan Director, Office of Grant Management

ALTERNATIVES: Deny approval for submission of this request.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Open Session Item

SUBJECT: Budget Adjustment for the 40 West Truck Loading Station

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: David A. Mason, P. E., Deputy Director, Department of Solid Waste

RECOMMENDED MOTION: Motion to approve the Budget Adjustment for the 40 West Truck Loading Station

REPORT-IN-BRIEF: In an effort to reduce project cost, the scope of the project has eliminated the overhead truck loading rack and pump station. The project will upgrade the existing pumps and utilize the existing pump building.

DISCUSSION: The reduction will eliminate the amount of bonds needed to be sold to support the project and reduce the future debt service for the department.

FISCAL IMPACT: Project cost reduced by \$470,000.

CONCURRENCES: Chief Financial Officer

ALTERNATIVES: N/A

ATTACHMENTS: Budget Adjustment Form

AUDIO/VISUAL NEEDS: N/A



Washington County, Maryland Budget Adjustment Form

Print Form

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

Transaction/Post -Finance

Deputy Director - Finance Digitally signed by Kelcee Mace
Date: 2019.06.19 10:41:24 -0400

Preparer, if applicable

Department Head Authorization

David A. Mason Digitally signed by David A. Mason
Date: 2019.06.19 14:02:44 -04'00'

Division Director / Elected Official Authorization

Daniel F DiVito Digitally signed by Daniel F DiVito
Date: 2019.06.19 13:26:19 -04'00'

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 with date

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) +/-
599999	21	21010	BLD072		CNST	40 West Truck Loading Facility	-470,000
498016	21	21010	BLD072		0000	Bond - 2020	-470,000

Explain Budget Adjustment

A scope change has occurred for the project in an effort to reduce costs. The overhead loading system will be eliminated from the scope. The project will replace existing flooded suction pumps with new higher flow flooded suction pumps and controls. New pumps will be 400 gallons per minute and will reduce time to fill the trucks.

Required Action by County Commissioners No Approval Required Approval Required Approval Date if Known



Agenda Report Form

Open Session Item

SUBJECT: Washington County Mobile Home Park Revenue Tax

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Sara Greaves, Chief Financial Officer; Kirk C. Downey, County Attorney

RECOMMENDATION: For informational purposes only

REPORT-IN-BRIEF: The mobile home park tax in Washington County has been a topic of recent discussion brought forth by residents of Lakeside Park. This presentation serves to provide information related to the tax, how it is calculated, and the services it pays for.

DISCUSSION:

- The Washington County mobile home park tax has not been increased since 1963.
- The tax is charged to the Mobile Home Park and is calculated from gross receipts multiplied by 15%.
Example: 350 units at \$400 per month = \$140,000 in gross receipts
 $\$140,000 \times .15 = \$21,000$ tax payable by park owner
- Trailers located in trailer parks are not charged real property tax, however trailers outside of trailer parks are assessed as real property
- Washington County Government provides or serves with others to provide the following to Lakeside residents:
 - Road and bridge network throughout the county
 - Sheriff's Office
 - 911
 - Fire
 - Emergency Medical
 - Transit System
 - Court System
 - Election System
 - Health Department
 - Senior Center
 - Commission on Aging
 - Schools
 - Libraries
 - County Sewer
 - (City Water)
 - Landfill
 - Animal Control
 - Parks & Recreation

FISCAL IMPACT: Mobile home park tax results in annual revenue of \$550,000-\$600,000.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: None



Agenda Report Form

Open Session Item

SUBJECT: Claggett's Mill – Dissolution of Adequate Public Facilities Ordinance (APFO) Agreement

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDED MOTION: Move to approve the dissolution and rescission of the Claggett's Mill APFO Agreement.

REPORT-IN-BRIEF: In 2007, Claggett's Mill entered into an APFO Agreement to mitigate school capacity issues. The Agreement requires that Claggett's Mill pay \$22,000 per lot to mitigate school capacity issues. The APFO has since been amended. If the APFO Agreement were not in place, Claggett's Mill would have to pay \$2,891.46 per building lot to address school capacity issues.

DISCUSSION: The existing APFO Agreement was entered in 2007 when market conditions were very different. Since that time, the APFO has been amended to allow for an Alternate Mitigation Contribution (AMC) to address school capacity situations under certain circumstances. In this case, Claggett's Mill would be eligible to utilize the AMC approach. The AMC provisions of the Ordinance would require a contribution of \$2,891.46 per lot. If there were no APFO Agreement in place, Claggett's Mill would be able to use the AMC method as a matter of right. The \$22,000 APFO fee makes the property unmarketable and the land undevelopable.

FISCAL IMPACT: Enabling sale and development of the remaining lots in the subdivision will positively increase the tax base.

CONCURRENCES: N/A

ALTERNATIVES: Leave the existing agreement in place

ATTACHMENTS: Letter from Elm Street Development, Claggett's Mill APFO Agreement

AUDIO/VISUAL NEEDS: N/A



August 14, 2019

Jeffrey A. Cline, President
Board of County Commissioners
Of Washington County, Maryland
100 West Washington St., Room 226
Hagerstown, MD 21740

**RE: Claggett's Mill Subdivision
Poffenberger Road
WCPR&P File Number PP-19-001**

Dear Commissioner Cline,

Claggett's Mill, L.C. is the developer of the Claggett's Mill residential development located along Poffenberger Road east of Maryland Route 65. The design of this project began in 2004 and the Site Development plan at that time was for a 238 lot yield. That development plan was approved by the Chief Engineer of Washington County in February 2006. The development of this project required Claggett's Mill, L.C. to enter into an Agreement with the Commissioners to meet the requirements of the Adequate Public Facilities Ordinance (APFO) for Schools in place at the time. We, Claggett's Mill L.C., then chose to record and market lots on this project. The lots recorded previously included 48 lots that were recorded in 2007 and 2010. The referenced Agreement was prepared and executed by both parties on 25 April 2007. I've attached the referenced Agreement for your use. This Agreement applied to the entire Claggett's Mill subdivision which, at the time of agreement execution, consisted of 238 residential lots. Generally speaking, the APFO-Schools Agreement required a payment to the County of \$22,000 per building lot as a "school contribution". The Agreement stated that the amount, \$22,000, was made up of two (2) components, the "County's Base Excise Tax" (\$13,000 per lot at the time the 2007 Agreement was executed) and the "Mitigation Amount" of \$9,000 (difference between \$22,000 per lot and the 2007 base excise tax of \$13,000).

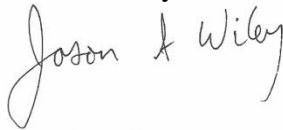
As you are aware, both Excise Tax and School Mitigation Fee computations have been re-visited since we executed the 2007 Agreement. The current Excise Tax is \$1.00 per square foot of habitable gross square footage. As an example, assuming a new home would contain 4,000 square feet of habitable area, the Excise Tax obligation would be \$4,000.00. This \$4,000 fee would be one component of the two cited within the 2007 Agreement and the other would be the Mitigation Amount. The current Adequate Public Facilities Ordinance makes reference to Schools within Article 5 and includes an Alternate Mitigation Contribution (AMC) computation method. The use of the AMC requires that a "schools test" be conducted to ensure eligibility.

President Jeffrey A. Cline
August 14, 2019
Page 2 of 2

This test was last conducted on August 1, 2019 by County Planning Staff and the results of same concluded that Claggett's Mill did meet the requirements for use of the Alternative Mitigation Contribution. I've attached a copy of this County prepared analysis for your use.

The results of the AMC determined a school mitigation contribution of \$2,891.46 per building lot. Therefore, the required APFO contribution for the Claggett's Mill project is \$6,891.46 based on a dwelling with a habitable gross square footage of 4,000 S.F and the Alternate Mitigation Contribution amount determined by County Planning staff under their August 1, 2019 analysis. The current 2007 Agreement establishes a per lot contribution of \$22,000 while the current August 2019 County criteria establishes a per lot contribution of \$6,891.46, a difference of \$15,108.54 per lot. Given the current values of homes and residential lots, the requirements of the 2007 Agreement make our property un-marketable as adjacent developers can offer effectively the same type lot in a similar style community at a \$15,000 savings. Therefore, we respectfully request that the 2007 Agreement be revised to allow the APFO obligations to be computed based on the current Ordinances in place. You can contact me anytime at 301-646-2702 or by email at jwiley@elmstreetdev.com.

Sincerely,



Jason Wiley
Manager, Claggett's Mill, LC
Vice President, Elm Street Development, Inc.

Copy to: Kirk Downey, County Attorney
Steve Cvijanovich, Fox & Associates, Inc.

APFO SCHOOLS MITIGATION AGREEMENT

CLAGGETT'S MILL

THIS APFO SCHOOLS MITIGATION AGREEMENT (hereinafter "Agreement"), made this 25th day of April, 2007, by and between **CLAGGETT'S MILL, L.C.**, a Virginia limited liability company with an address of 1355 Beverly Road, Suite 240, McLean, Virginia, 22101, (hereinafter "Developer"), and the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, with an address of 100 West Washington Street, Hagerstown, Maryland, 21740 (hereinafter the "County").

RECITALS

A. Developer owns a parcel of land located on the south side of Poffenberger Road, in Election District 10, Washington County, Maryland, containing 108.9 ± acres of land, and is the contract purchaser of a parcel of land on the north side of Poffenberger Road, in Election District 10, Washington County, Maryland, consisting of 120 ± acres of land, and has undertaken to develop these two parcels (hereinafter the "Real Property") into an integrated project, known as Claggett's Mill, consisting of two hundred and thirty-eight (238) single family dwelling units (hereinafter the "Development").

B. Developer submitted a preliminary plan for the entire Development prepared by Davis, Renn & Associates (and received on August 31, 2004, by the County Planning Department), a copy of which is on file in the Planning Department and which also was unanimously approved by the Washington County Planning Commission on

September 13, 2004, with conditions (hereinafter the "Development Plan"), which approval has now been extended until September 13, 2007, unless further extended.

C. Developer also submitted a final plat for approval to the Washington County Planning Commission for the development of eighty-seven (87) single family lots as shown on a site plan prepared by Davis, Renn & Associates entitled "Claggett's Mill, Phase I," (hereinafter "Phase I") dated July 2004 (received August 31, 2004 by the Planning Department) copies of which are on file in the Planning Department.

D. As is permitted by Article IX-Exceptions, Agency Participation, Section 9.1 of the Washington County Adequate Public Facilities Ordinance ("APFO"), Developer, as the fee simple owner of a portion of the Development and contract purchaser of a portion of the Development, and the County have agreed to a mitigation plan by Developer to advance the adequacy of the local schools infrastructure serving the Development.

E. Developer agrees and acknowledges that its obligation for utility construction associated with the Development is not and shall not be part of this Agreement, and further, that any such costs, fees and expenses are separate and distinct from any costs, fees and expenses discussed herein.

F. Developer agrees and acknowledges that this Agreement relates only to the Development and to the adequacy of the public school capital facilities. Obligations that the Developer may have for water/sewer infrastructure, road construction, or any other obligation under the APFO associated with the Development, if any, are not and shall not be part of this Agreement. Owner understands and acknowledges that there may

be further obligations for water/sewer infrastructure, road construction, or any other obligations associated with the Development that may require mitigation pursuant to the APFO which shall be governed by separate agreement. Further, any such costs, fees and expenses associated with water/sewer construction, road construction, or any other obligation under the APFO or other County ordinances or policies are separate and distinct from any costs, fees and expenses discussed herein.

G. Developer has requested approval by the County, and County has agreed, pursuant to Developer's request, to enter into this Agreement in order to satisfy the APFO schools requirement for the entire Development and to facilitate the commencement of the construction of Phase I of the Development by Developer as well as other matters relating thereto.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements, hereinafter expressed, the parties agree as follows:

1. **School Contribution.** In accordance with the payment schedule noted below and except as otherwise indicated herein, Developer shall pay to the County the amount of Twenty-Two Thousand Dollars (\$22,000.00) for each building lot of the Development (“the School Contribution”). This amount consists of the County’s base excise tax (currently Thirteen Thousand Dollars (\$13,000.00) per lot)(“the Base Excise Tax”), plus a mitigation contribution which shall be equal to the difference between the then current amount of the County excise tax and Twenty-Two Thousand Dollars (\$22,000.00) (currently Nine Thousand Dollars (\$9,000.00) per lot)(“The Mitigation Amount”). At the time of recordation of any subdivision plat for the Development, Developer shall pre-pay to the County the Mitigation Amount, in the amount of Nine

Thousand Dollars (\$9,000.00), for each lot on the plat that is recorded. The balance of the School Contribution shall be payable for each lot at the time of issuance of a building permit for such lot. The parties further agree:

- (i) In the event that the County increases the excise tax rates during the operative term of this Agreement such that the Base Excise Tax for single-family homes is increased above \$22,000, then the Developer shall pay a School Contribution for each building permit/lot equal to the new Base Excise Tax, without any additional Mitigation Amount.
- (ii) In the event that the County increases the excise tax rates during the operative term of this Agreement but said increase does not increase the Base Excise Tax above \$22,000 for single-family homes, then Developer shall pay the School Contribution of \$22,000 as indicated herein. In such event, the Mitigation Amount shall be decreased by the amount of the increase in the base excise tax such that the total School Contribution remains \$22,000.
- (iii) In the event that the County decreases the excise tax rates during the operative term of this Agreement, then Developer shall pay the School Contribution of \$22,000 as indicated herein. In such event, the Mitigation Amount shall be increased by the amount of the decrease in the base excise tax such that the total School Contribution remains \$22,000.

By way of examples:

- (i) Under the current Excise Tax Ordinance, at the time of plat recordation, the Developer will pay \$9,000 per lot as a mitigation amount for each lot on the plat being recorded. At the time of applying for each individual building permit, the Developer will pay the excise tax of \$13,000 per lot.
- (ii) If the amount of the excise tax is increased to \$26,000 prior to the issuance of a building permit for a lot, the amount of excise tax due at the time of building permit issuance will be \$17,000.00 per lot (\$26,000 less the \$9,000 pre-payment made at the time of plat recordation).
- (iii) If the amount of the excise tax is increased from \$13,000 to \$15,000 prior to the issuance of a building permit for a lot, the amount of the excise tax due at the time of building permit issuance shall be \$13,000, rather than \$15,000. The difference of \$2,000 shall be considered to have been pre-paid at the time of lot recordation as a part of the \$9,000 payment.

Developer shall also pay all applicable State and County fees normally charged for proposed development. Developer's payment of the School Contribution and its fulfillment of its other obligations under this Agreement are in complete fulfillment and

satisfaction of any and all obligations that Developer has or may in the future have to mitigate the effect of the Development on public schools or otherwise advance the adequacy of public school facilities in the County. The County shall allow Developer to obtain building permits for single family dwelling units to be constructed on the eighty-seven (87) lots in Phase I of the Development as shown on the Final Plat in accordance with the schedule set forth below. For Phase II of the Development, Developer shall be required to fully satisfy the roads component of the APFO and any other APFO obligations, in accordance with approval of the Development Plan, prior to the issuance of building permits in Phase II. However, as to schools, this Agreement details the rights and obligations of the parties, and no further testing for APFO schools compliance shall be required for Phase II of the Development.

2. **Development Phasing Schedule.** In consideration of the School Contribution and other obligations set forth herein below, the County shall allow the recordation of lots and shall issue building permits to allow: (1) the construction of single family dwelling units on the eighty-seven (87) lots in Phase I of the Development, and (2) the future construction of single family dwelling units on the remaining one hundred and fifty-one (151) lots in Phase II of the Development, all in accordance with the following phasing schedule (the "Development Phasing Schedule"), as long as Developer complies with all County ordinances, regulations and policies, including, but not limited to, satisfaction of the APFO roads obligations for Phase II of the Development:

CALENDAR YEAR	NO. OF PERMITS
---------------	----------------

PHASE I

2007	20
2008	50
2009	17

Total – 87 single family dwelling units.

PHASE II

2009*	33
2010	50
2011	50
2012	18

Total – 151 single family dwelling units.

* The beginning date of building permit issuance of dwelling units to be constructed in Phase II of the Development shall be 2009, provided that all APFO roads and other APFO requirements for Phase II of the Development have been fully satisfied, or in such later calendar year as such APFO approvals are received. If the beginning date of the Development Phasing Schedule for Phase II is later than 2009, all the subsequent dates in Phase II shall automatically be adjusted to follow such delayed start date.

a. Any building permits not issued in the year indicated in the Development Phasing Schedule may be obtained cumulatively in year(s) subsequent to the Development Phasing Schedule year set forth above.

b. Each year of the Development Phasing Schedule shall be defined as a calendar year consisting of twelve (12) months.

c. This Agreement shall not be assignable and transferable by Developer to any individual, company, group, corporation, or other entity that purchases the Development or otherwise becomes responsible for the project's development or the construction of any homes therein, without the prior written approval and consent of the County. Developer shall request consent of the County in writing as indicated in Section 4 herein. The County shall respond to the Developer in writing within sixty (60) days of the date the request is received by the County with the County's response being timely if it is personally delivered or placed with the United States Postal service on or before the 60th day as contemplated herein. In the event that the County's response is not timely, then the Developer's request shall be deemed to be approved. The consent of the County shall not be unreasonably withheld.

d. In the event that a "moratorium" (as hereinafter defined) is imposed, then the Development Phasing Schedule and Developer's rights to record and construct residential units on the lots per calendar year hereunder shall be extended for one (1) additional day for each day during which such moratorium exists, and the Development shall not be subjected to any additional regulation, legislation, limitation, phasing, contributions, or delay in construction or issuance of building permits with respect to APFO school issues after the moratorium is lifted, except for any increase in the excise tax as indicated herein. In addition, should a moratorium prevent the construction in any calendar year of the number of units provided for above, the "shortfall" in the number of such units shall be added to the number of units in the calendar year following the year during which the moratorium was in effect, so long as Developer is in compliance with any and all County ordinances, regulations and policies.. For example, if a moratorium

imposed on June 1, 2008 prevents the construction of forty (40) of the fifty (50) units provided for in that year, then the County shall allow construction to occur of the said forty (40) units in calendar year 2009. The term "moratorium" shall mean the implementation or declaration by the United States Government, State of Maryland, Washington County, the City of Hagerstown and/or any agency, department, division and/or branch thereof for purposes of a limitation, prohibition, restriction and/or phasing upon the review, recording, development and construction upon lots subdivided from the Real Property as intended by Developer. Nothing in this Agreement shall be interpreted as exempting Developer from compliance with laws, regulations, and policies of the County or the State, including without limitation those of the Maryland Department of the Environment or the County Department of Water Quality concerning the allocation of water and sewer and related matters.

e. Although the lots are to be developed as provided for hereinabove, the Parties recognize that the Development is intended to be developed as an integrated whole or community, with roads, parks, utilities and other amenities to serve the entire Development. As such, subject to being required to provide such security prior to plat recordation as may reasonably be required by the County and subject to the terms of appropriate and reasonable Public Works Agreements, Developer, in its discretion, shall be permitted to complete grading, paving and development of infrastructure improvements in sections of the Development for which preliminary plan and/or improvement plan approval has been obtained, without regard to whether these completed improvements serve lots which Developer will not be immediately able to record based on the Development Phasing Schedule. For example, while Developer will

phase the constructions of dwelling units as indicated herein, Developer, in its discretion, shall have the right to proceed with completion of all or so much of the infrastructure of the Development to permit the Real Property to be developed in a logical and efficient fashion. If Developer chooses to advance construction of the infrastructure for all or a part of a Phase or Section in advance of plat recordation, Developer shall be required to provide security for those improvements, all in accordance with all County ordinances, regulations, and policies. In no way shall this subparagraph e. be interpreted as requiring that all of one Phase or Section be completed and recorded prior to advancing into a new Phase or Section for purposes of construction of infrastructure. The issuance of permits for the construction of infrastructure shall not give rise to an expectation that building permits for homes shall be issued, except in accordance with the Development Phasing Plan in this Agreement. Likewise, the issuance of permits for construction of infrastructure in future phases of the Development shall in no way imply or guarantee APFO roads approval or any other APFO related approval.

3. **Future Obligations.** This Agreement in no way releases Developer or its successors or permitted assigns from potential or future APFO obligations including, but not limited to, obligations to satisfy the APFO roads requirement for Phase II of the Development or obligations as they may arise pertaining to additions and/or modifications of the Development.

4. **General Provisions.** (a) This Agreement shall not be assignable or transferable by Developer to another individual, company, group, corporation, or other entity without the prior written approval and consent of the County, which approval and consent shall not be unreasonably withheld; and (b) All notices and correspondence under

or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier to Developer:

Claggett's Mill, L.C.
1355 Beverly Road, Suite 240
McLean, VA 22101
Attn. John M. Clarke, Manager

And to the County at:

Michael C. Thompson
Director of Planning and Community Development
80 W. Baltimore Street
Hagerstown, MD 21740

and

Office of the County Attorney
100 West Washington Street, Room 202
Hagerstown, Maryland 21740

5. **Laws of Maryland.** This Agreement was made and entered into in Maryland and is to be governed by and construed under the laws of the State of Maryland.
6. **Recitals.** The Recitals are hereby incorporated into this Agreement as substantive provisions.
7. **Entire Agreement: Modification.** This Agreement, and the materials and documents incorporated herein by reference, constitute the entire Agreement between the parties. There are no other 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 authorized representatives of Developer and the County. Any further expansion or modification to the Development shall not be governed by this Agreement but shall be governed by all applicable rules, regulations, policies and laws in effect at the time of said expansion or modification.

8. **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.

9. **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.

10. **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.

11. **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 or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

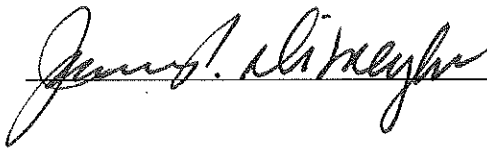
12. **Headings**. The headings herein are inserted only as a matter of convenience and do not in any way define, limit, construe or describe the scope of intent of this Agreement.

13. **Successors Bound:** This Agreement shall be binding on and shall inure to the benefit of the successors, assigns, heirs and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement under their respective seals as of the day and year first above written.

ATTEST:

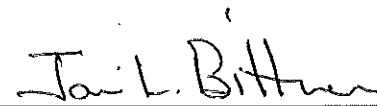
CLAGGETT'S MILL, L.C.

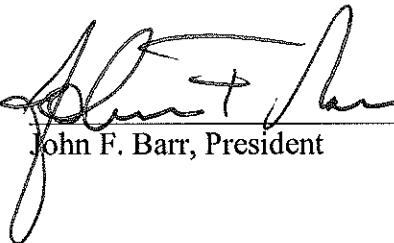


BY:  (SEAL)
John M. Clarke, Manager

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND



BY:  (SEAL)
John F. Barr, President

STATE OF MARYLAND, COUNTY OF FAIRFAX, to-wit:

I HEREBY CERTIFY that on this 23 day of APRIL, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John M. Clarke, who acknowledged himself to be the Manager of Claggett's Mill, L.C. and, being duly authorized so to do, did further acknowledge that he executed the foregoing instrument for the purposes therein contained.



Notary Public

My Commission Expires: 11/30/2010

STATE OF MARYLAND, COUNTY OF WASHINGTON, to-wit:

I HEREBY CERTIFY that on this 25th day of April, 2007, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John F. Barr, President, Board of County Commissioners of Washington County, Maryland, who acknowledged that the foregoing is the act and deed of the Board of County Commissioners of Washington County, Maryland, and that he is authorized by it to make this acknowledgment.

Vicki L. Brunner
Notary Public

My Commission Expires: 11-1-08

I:\Planning\Clagett's MillRAPFO Schools Mitigation Agreement FINAL [April 2007]

Developer: LGI of Maryland
 Subdivision: Claggetts Mill
 Reference #: Courtesy Test
 Date of Test: August 1, 2019

Proposed Development Type	
Single Family	100
Townhouse	0
Multi-Family	0

Pupil Generation Rates			
Type	Elem	Mid	High
Single Family	0.43	0.18	0.21
Townhouse	0.33	0.1	0.11
Multi-Family	0.33	0.13	0.14

	Name	LRC	Current Enrollment	Pipeline Enrollment	Background Enrollment	Pupils Generated from this Development	Total Adjusted Enrollment	School Impact	SRC	% of SRC
Elementary	Rockland Woods	676	590	60.63	-13.4	43.0	680.2	-4.2	751.0	90.6%
Middle	E Russell Hicks	841	816	41.68	-1.3	18.0	874.4	-33.4	841.0	104.0%
High	South Hagerstown	1240	1236	59.42	11.4	21.0	1327.8	-87.8	1240.0	107.1%

Current Elementary School Enrollment from BOE (Jun 2019)	State Rated Capacity	Local Rated Capacity (90%)
Bester	604	628
Boonsboro	581	499
Cascade	160	278
Clear Spring	419	385
Eastern	442	572
Emma K. Doub	338	297
Fountaindale	378	352
Fountain Rock	261	271
Greenbrier	214	274
Hancock	237	295
Hickory	309	235
Jonathan Hager	382	471
Lincolnshire	550	555
Maugansville	705	755
Old Forge	380	366
Pangborn	764	745
Paramount	430	408
Pleasant Valley	241	225
Potomac Heights	303	294
Rockland Woods	590	751
Ruth Ann Monroe	579	692
Salem Avenue	727	725
Sharpsburg	243	249
Smithsburg	371	431
Williamsport	587	568
Eastern/Ruth Ann Monroe*	1021	1264

*For the purposes of this analysis Ruth Ann Monroe Primary School and Eastern Elementary School share the same school district therefore their enrollment, SRC, and LRC shall be combined into one school district.

Current Middle School Enrollment from BOE (Jun 2019)	State Rated Capacity	Local Rated Capacity (100%)
Boonsboro	745	870
Clear Spring	350	605
E. Russell Hicks	816	841
Northern	726	913
Smithsburg	642	839
Springfield	843	1096
Western Heights	949	998

Current High School Enrollment from BOE (Jun 2019)	State Rated Capacity	Local Rated Capacity (100%)
Boonsboro	942	1098
Clear Spring	451	656
Hancock Middle/High	251	591
North Hagerstown	1334	1423
Smithsburg	751	897
South Hagerstown	1236	1240
Williamsport	894	1094

ALTERNATE MITIGATION CONTRIBUTION for:

Pupil Gen. rate updated to figures app'd by BCC April 2016

complete shaded areas with development information

use line appropriate for type of unit

use TOTAL at bottom of page if there is more than 1 type of unit and sum AMC column

(A/B x C) x D x E = Alternate Mitigation Contribution

\$41,189.55 A = average cost of a school seat

50 B = life expectancy (50 years)

13 C = average pupil generation rate for type of development

D = total # of years typical student spends in all schools (6 in elementary, 3 in middle and 4 in high school = 13)

E = # of units in development

Type	Pupil Generation Rates			Average Pupil Gen Rate
	Elem	Mid	High	
Single Family	0.43	0.18	0.21	0.27
Townhouse	0.33	0.1	0.11	0.18
Multi-Family	0.33	0.13	0.14	0.20

AMC APARTMENTS																
A	/	B	=		x	C	=		x	D	=		E	=	AMC	
\$41,189.55	/	50	=	\$ 823.79	x	0.20	=	\$ 164.76	x	13	=	\$ 2,141.86	x		=	\$ -

AMC TOWN HOMES																
A	/	B	=		x	C	=		x	D	=		E	=	AMC	
\$41,189.55	/	50	=	\$ 823.79	x	0.18	=	\$ 148.28	x	13	=	\$ 1,927.67	x		=	\$ -

AMC SINGLE FAMILY																
A	/	B	=		x	C	=		x	D	=		E	=	AMC	
\$41,189.55	/	50	=	\$ 823.79	x	0.27	=	\$ 222.42	x	13	=	\$ 2,891.46	x	100	=	\$ 289,146.00

TOTAL= \$ 289,146.00



Agenda Report Form

Open Session Item

SUBJECT: Potential Legislative Items

PRESENTATION DATE: October 8, 2019

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDED MOTION: Discussion only

REPORT-IN-BRIEF: This is a preliminary discussion about potential issues the County may like to see addressed during the next session of the General Assembly.

DISCUSSION: The following have been identified from county staff as being items of potential interest:

1. Medicaid reimbursement billing authority;
2. Requirement for a zoning certification prior to issuance of a business license;
3. Adult Public Guardianship Review Board - removal of the requirement for a psychiatrist as member; and
4. Regulation of accidents on interstate highways.
5. DOC Prisoner Release Policies

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



MAYOR AND COUNCIL

21 W. Water Street, P.O. Box 237, Smithsburg, MD 21783

Town Office: 301-824-7234 Fax: 301-824-6219

www.townofsmithsburg.org

Stephen Goodrich, Director
Washington County Department of Planning and Zoning
100 W. Washington Street, Suite 2600
Hagerstown, MD 21740

Mr. Goodrich,

The Mayor and Council of the Town of Smithsburg along with the Town Planning Commission have been working with the developer of land recently annexed into the Town at the northeast quadrant of Letersburg-Smithsburg Road (MD 64) and Wolfsville Road (MD 77). As part of these discussions with the developer, the location of the public sewer service area delineated in the 2009 Sewerage Plan for these properties appears inconsistent with the more recently adopted Plans by the County and the Town. We acknowledge that this boundary was adopted to correlate with the adopted Town Growth Area in place at the time. However, since the adoption of the 2009 Sewerage Plan both the Town (in 2012) and the County (in 2015) have reviewed the growth area boundary in this location and expanded those boundaries to include all Cloverly properties.

With these changes to the Town Growth Area Boundary in both the Town and County Comprehensive Plans, the effect is that growth is projected to these areas and that they should be served by public sewer facilities. However, the County has not yet updated the public sewer service area boundaries in the Sewerage Plan to align with these decisions. As such the service areas bisect two of the Cloverly properties designating them with a portion as S5 and a portion as S7.

This split designation is causing hindrances to the progress of the Cloverly project. For this reason, the Mayor and Council are hereby respectfully asking the County to amend the sewer service area boundaries to match those of the growth area boundary and revise the designation to S1, since the development plans are underway.

The Mayor and Council of the Town of Smithsburg thank you in advance for your prompt attention to this matter. If you have any questions please feel free to contact our Development Coordinator Randy Dick at 301-991-3502 or by email at rdick@townofsmithsburg.org.

Respectfully,

Jack Kesselring
Mayor of Smithsburg