

Terry L. Baker, *President*  
Jeffrey A. Cline, *Vice  
President*



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## **BOARD OF COUNTY COMMISSIONERS**

**September 25, 2018**

### **OPEN SESSION AGENDA**

- 09:00 A.M.    **INVOCATION AND PLEDGE OF ALLEGIANCE**  
                  **CALL TO ORDER, *President Terry L. Baker***  
                  **APPROVAL OF MINUTES – August 28, 2018 and September 4, 2018**
- 09:05 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; and to consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State.)*
- 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**
- 10:35 A.M.    **FOURTH QUARTER ADJUSTMENTS TO THE WASHINGTON COUNTY BOARD OF EDUCATION'S FY2018 GENERAL FUND BUDGET – *David Brandenburg, Executive Director of Finance, Washington County Public Schools, and Jeffrey Proulx, Chief Operating Officer, Washington County Public Schools***
- 10:45 A.M.    **CONVENE AS BOARD OF HEALTH – AWARD THE PURCHASE OF EQUIPMENT, SOFTWARE, AND SERVICES – *Earl Stoner, Deputy Health Officer, Washington County Health Department, and Daniel Triplett, Administrator, Washington County Health Department***

### **RECONVENE AS BOARD OF COUNTY COMMISSIONERS**

- 10:55 A.M.    **KEITH A. & M. ROSANNE HORST AND JOHN A. & LINDA F. HORST CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP) EASEMENT – *Chris Boggs, Land Preservation Planner, Department of Planning and Zoning***
- 11:05 A.M.    **CONOCOCHEAGUE TREATMENT PLANT ENHANCED NUTRIENT REMOVAL (ENR) UPGRADE – *Mark D. Bradshaw, P.E., Deputy Director, Engineering Services***

- 11:15 A.M. EASTERN BOULEVARD WIDENING – *Scott Hobbs, Director, Division of Engineering*
- 11:25 A.M. FISCAL YEAR 2018 PRELIMINARY YEAR – END SUMMARY – *Sara Greaves, Chief Financial Officer*
- 11:35 A.M. REINSTATEMENT OF HEALTH ADVISORY COMMISSION – *Michael Reyka, Chair, Economic Development Commission, and Susan Small, Business Leader, Department of Business Development*
- 11:45 A.M. ECONOMIC DEVELOPMENT COMMISSION STRUCTURE (EDC) – *Michael, Reyka, Chair, Economic Development Commission, and Susan Small, Business Leader, Department of Business Development*
- 12:00 P.M. ADJOURNMENT



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Open Session Item

**SUBJECT:** Fourth Quarter Adjustments to the Washington County Board of Education's FY2018 General Fund Budget

**PRESENTATION DATE:** September 25, 2018

**PRESENTATION BY:** David Brandenburg, Executive Director of Finance, Washington County Public Schools, and Jeffrey Proulx, Chief Operating Officer, Washington County Public School

**RECOMMENDED MOTION:** Move to approve the requested fourth quarter adjustments to the Board of Education's FY2018 General Fund Budget.

**REPORT-IN-BRIEF:** The Annotated Code of Maryland requires local school systems to periodically re-forecast their financial needs and make necessary changes to their budgets. At year-end, this process serves to align the budget with actual results, as the Maryland State Department of Education regulations require that no category may be overspent or under-spent after final adjustments.

**DISCUSSION:** The Washington County Board of Education approved the attached list of changes to its FY2018 General Fund Budget at its September 4, 2018 meeting. The proposed changes are necessary to properly categorize the Board's FY2018 budget and finalize the closeout of FY2018. These requested changes yield an increase to the fund balance of \$281,648 in the fourth quarter and for the full-year.

**FISCAL IMPACT:** There is a full-year excess of \$281,648, (approximately 0.1%) with a corresponding increase in the Board of Education's general fund balance as a result of FY2018 operations.

**CONCURRENCES:** The Board of Education's Finance Committee reviewed the proposed adjustments at its August 28, 2018 meeting and recommended them for approval by the full Board. The Board of Education approved these changes at their September 4, 2018 meeting.

**ALTERNATIVES:** None

**ATTACHMENTS:**

1. Proposed fourth quarter budget adjustments for the Washington County Board of Education's FY2018 General Fund Operating Budget.
2. A quarter-by-quarter schedule of FY2018 adjustments by category.

**AUDIO/VISUAL NEEDS:** None

**Washington County Public Schools  
Fourth Quarter FY2018 Budget Adjustments**

<b>Category</b>	<b>Value</b>	<b>The primary reason for variance is:</b>
Revenue	361,095	MABE insurance recovery related to data recovery
Administration	38,390	Testing materials and exam fees lower than budgeted
Student Personnel Services	4,320	Turnover credit, substitutes, and materials
Student Health Services	139,271	Savings in substitutes and contracted nursing services
Student Transportation Services	11,131	Turnover/vacancy credit
Maintenance of Plant	86,268	Savings in overtime and contracted services, partially offset by supplies
Capital Outlay	848	Savings in office supplies
Fixed Charges	1,226,561	Retirement plan contributions lower than anticipated, sick leave paid upon retirement lower than budgeted, and health insurance savings due to staff vacancies and subscriber mix
Total Expense Reductions/Additional Revenue	<u>1,867,884</u>	
Mid-Level Administration	50,120	Communications costs higher and expenses related to data recovery
Instructional Salaries	171,035	Expenses related to data recovery
Instructional Textbooks and Supplies	540,887	Increased expense due to acquisition of textbooks and digital learning resources
Other Instructional Costs	24,949	Higher equipment purchases, partially offset by savings in contracted services
Special Education	98,605	Nonpublic placements higher than forecast, partially offset by savings in contracted services
Operation of Plant	627,100	Purchase of radios, materials, and expenses related to data recovery
Food Services	73,540	Adjustments to student accounts
Total Expense Increases/Reduced Revenue	<u>1,586,236</u>	
<b>Net Effect on Fund Balance</b>	<b>281,648</b>	

Washington County Public Schools  
Summary of FY2018 Budget Adjustments by Quarter

Category	Increase/(Decrease)				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Full Year
Revenue		\$122,000	\$50,490	\$361,095	\$533,585
Administration	(42,000)	(294,465)	(202,100)	(38,390)	(\$576,955)
Mid-Level Administration		(260,313)	(98,550)	50,120	(\$308,743)
Instructional Salaries	1,024,361	692,833	(205,641)	171,035	\$1,682,588
Instructional Textbooks and Supplies		182,539	1,192,907	540,887	\$1,916,333
Other Instructional Costs	(200,000)	(310,968)	308,420	24,949	(\$177,599)
Special Education	215,156	100,000		98,605	\$413,761
Student Personnel Services		(22,995)	(19,500)	(4,320)	(\$46,815)
Student Health Services		56,000	(39,825)	(139,271)	(\$123,096)
Student Transportation Services	(64,000)			(11,131)	(\$75,131)
Operation of Plant	(83,184)	296,730	(666,409)	627,100	\$174,237
Maintenance of Plant				(86,268)	(\$86,268)
Capital Outlay		(22,535)		(848)	(\$23,383)
Food Service		4,000		73,540	\$77,540
Fixed Charges	(850,333)	(298,826)	(218,812)	(1,226,561)	(2,594,532)
Undesignated Fund Balance Change	\$0	\$0	\$0	\$281,648	\$281,648

Note: An increase in the revenue budget has the same effect as a decrease in the expense budget. They are both positive. Therefore, when adding the column, one must reverse the sign on the requested change in revenue.



Open Session Item

**NOTE:** The Board of County Commissioners will need to convene as the *Board of Health* when considering this request

**SUBJECT:** Award the purchase of equipment, software and services

**PRESENTATION DATE:** September 25, 2018

**PRESENTATION BY:** Earl Stoner, Deputy Health Officer, Washington County Health Department, and Daniel Triplett, Administrator, Washington County Health Department

**RECOMMENDED MOTION:** To award the purchase of equipment, software, and services under the State contract #060B2490022, to Data Networks in the amount of \$98,830.00 for equipment, software, and services to virtualize the Washington County Health Department server environment and provide both backup and disaster recovery solutions to meet State of Maryland IT security guidelines, grant conditions of approval, and HIPAA requirements.

**REPORT-IN-BRIEF:** This purchase is necessary to meet State of Maryland guidelines for network security, backup, and data recovery as required in most Conditions of Grants for the programs run by the Washington County Health Department. This purchase will enable the Washington County Health Department to continue all its data operations with multiple points of failure.

**DISCUSSION:** None

**FISCAL IMPACT:** This purchase will be completely funded within the operating budget of the Washington County Health Department. No additional funds are being requested.

**CONCURRENCES:** Earl Stoner, Health Officer, Washington County Health Department, and Daniel Triplett, Administrator, Washington County Health Department

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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



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Open Session Item

**SUBJECT:** Keith A. & M. Rosanne Horst and John A. & Linda F. Horst Conservation Reserve Enhancement Program (CREP) Easement

**PRESENTATION DATE:** September 25, 2018

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

**RECOMMENDED MOTION:** Move to approve the Horst farm CREP Easement project, in the amount of \$68,966.88 on 20.49 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 Horst property is located at 13626 Big Pool Road, Clear Spring. The CREP easement will serve to buffer 4,200 linear feet of the Little Conococheague Creek which runs along the western boundary of the property and will be equivalent to 20.49 acres of stream buffer which is entirely wooded. The entire project area will be protected by CREP permanent easement language and the owner will be compensated with funding from the CREP program. The farm is located roughly 1.9 miles southeast of the Town of Clear Spring and is nearby one of our most heavily-preserved areas in the County. One (1) development right associated with this property will be extinguished by the easement, with the intention of the remainder of the property being preserved through a Maryland Agricultural Land Preservation Program (MALPP) easement.

Since 2010, the Board of County Commissioners has approved the purchase CREP easements on 1,123 acres of land. The focus of the program is to protect water quality by removing marginal agricultural land from production and replacing it with best management practices including riparian buffers, stabilization of highly erodible soils, and restoration of wetlands. Landowners who currently hold a 15-year CREP contract voluntarily agree to sell a permanent conservation easement. The CREP easement program is administered by the Land Acquisition and Planning Unit of the MD Department of Natural Resources and is funded from Program Open Space funds. The completed recorded easements are held jointly by the County and DNR.

**DISCUSSION:** For FY2019, the State of Maryland is awarding CREP grants to eligible properties on a project-by-project basis. The Horst CREP Easement uses this funding. Easement applicants are chosen from those who are already enrolled in a 15-year CREP Contract.

**FISCAL IMPACT:** CREP funds are 100% State dollars, mainly from DNR Open Space funds. In addition to the easement funds to the property owner, the County will receive up to 3% of the

easement value for administrative costs, a mandatory 1.5% for compliance/monitoring costs, and funds to cover all our legal/settlement costs.

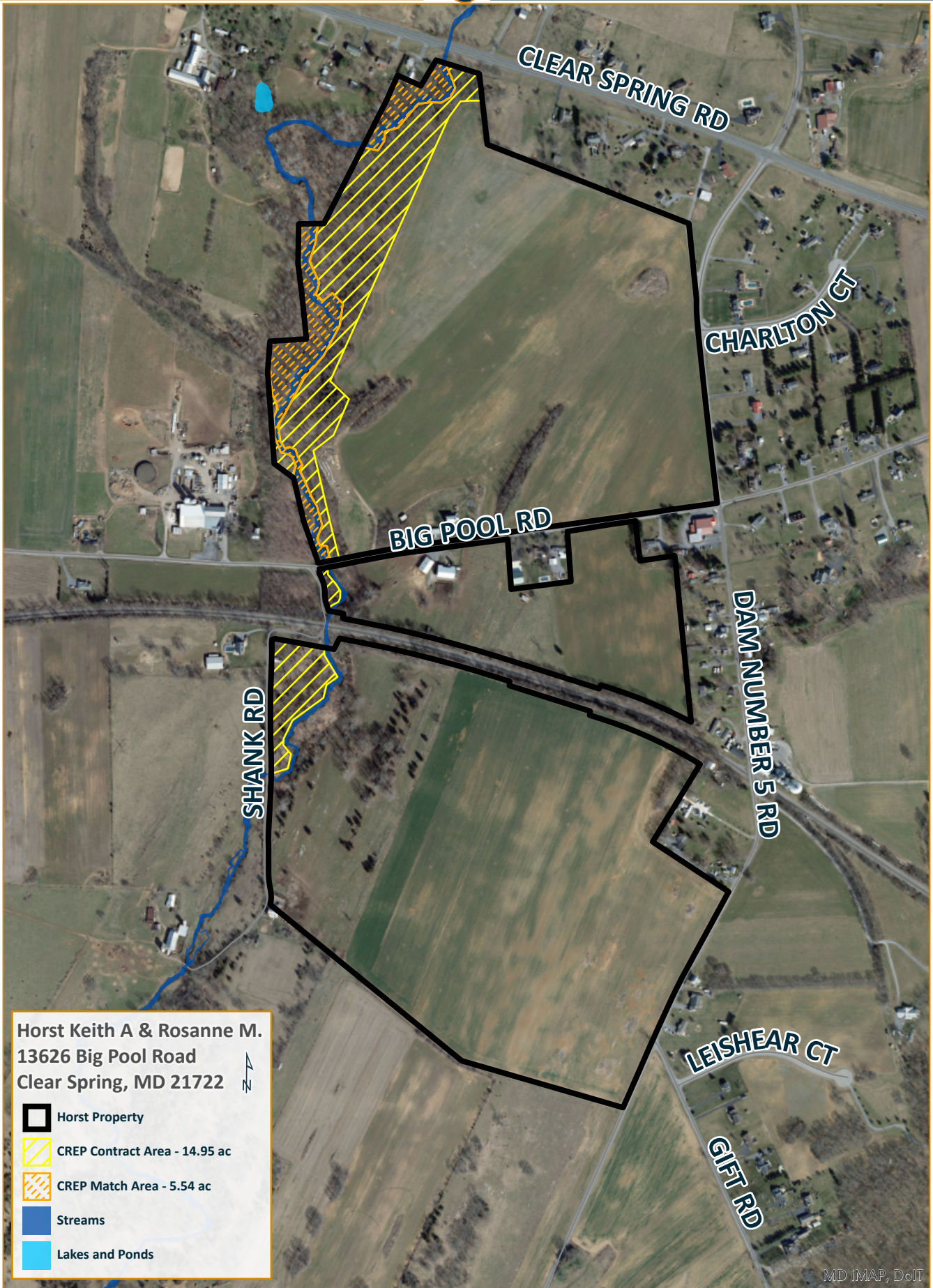
**CONCURRENCES:** Department of Natural Resources (DNR) staff has approved and supports our program. A final money allocation will be approved by the State Board of Public Works.

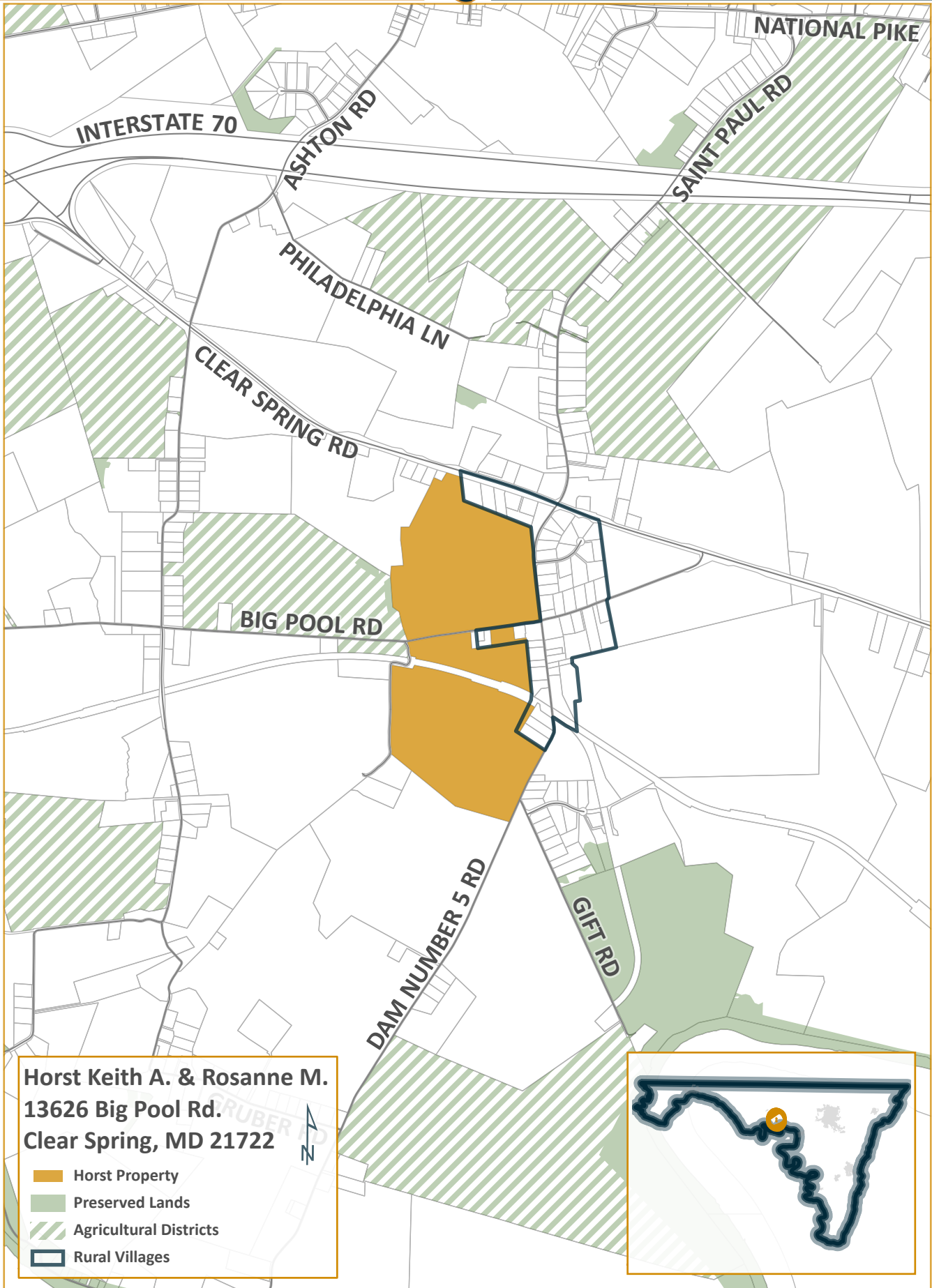
**ALTERNATIVES:** If Washington County rejects State funds for CREP, the funds will be allocated to other counties in Maryland.

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

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







ORDINANCE NO. ORD-2018-

**AN ORDINANCE TO APPROVE THE PURCHASE OF A CONSERVATION  
EASEMENT UNDER THE MARYLAND CONSERVATION RESERVE  
ENHANCEMENT PROGRAM (CREP)**

*(Re: Horst CREP Easement)*

RECITALS

1. The Maryland Conservation Reserve Enhancement Program ("CREP") is a federal-State natural resources conservation program that addresses state and nationally significant agricultural related environmental concerns related to agriculture.
2. CREP provides financial incentives to program participants to voluntarily remove cropland and marginal pastureland from agricultural production in order to improve, protect, and enhance water quality in the Chesapeake Bay watershed and replacing it with the best management practices including establishment of riparian buffers, grass plantings, forbs, shrubs and trees, stabilization of highly erodible soils, habitat restoration for plant and animal species, and restoration of wetlands.
3. Protection is provided through the acquisition of easements and fee estates from willing landowners currently holding a fifteen (15) year CREP contract and the supporting activities of CREP Sponsors and local governments.
4. For FY2018, the State of Maryland ("State") is awarding CREP grants to eligible Counties (the "CREP Funds").
5. Keith A. Horst and M. Rosanne Horst and John A. Horst and Linda F. Horst, (collectively, the "Property Owner") are the owners of real property consisting of 20.49 acres, more or less, (the "Property") in Washington County, Maryland. The Property is more particularly described on Exhibit A attached hereto.
6. The County has agreed to pay the approximate sum of SIXTY-EIGHT THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND EIGHTY-EIGHT CENTS (\$68 966.88), which is a portion of the CREP Funds, to the Property Owner for a Deed of Conservation Easement on the Property (the "Horst CREP Easement").

THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Washington County, Maryland that the purchase of the Horst CREP Easement is 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 Horst CREP Easement.

ADOPTED this \_\_\_\_ day of September, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

BY: \_\_\_\_\_  
Terry L. Baker, President

Approved as to legal sufficiency:

\_\_\_\_\_  
John M. Martirano  
County Attorney

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

EXHIBIT A--DESCRIPTION OF EASEMENT AREA

All those tracts, lots, or parcels of land, and all the rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, situate in Election District No. 4, Washington County, Maryland, being part of the property identified by the State Department of Assessments and Taxation as tax account no. 04-003284 and being identified as:

CREP CONTRACT EASEMENT AREA 2.74 AC.  
CREP CONTRACT EASEMENT AREA 0.26 AC.  
CREP CONTRACT EASEMENT AREA 0.35 AC.  
CREP CONTRACT EASEMENT AREA 11.60 AC.  
CREP MATCH EASEMENT AREA 3.91 AC.  
CREP MATCH EASEMENT AREA 1.63 AC.

on a plat prepared by Frederick Seibert & Associates, Inc. entitled "SURVEY OF CREP EASEMENT FOR KEITH & ROSANNE HORST," dated August 30, 2018, and recorded on September 14, 2018 as Misc. Plat Nos. 750 and 751 among the Plat Records of Washington County, Maryland.

Being part of the property which was conveyed from Joseph W. Gehr to John A. Horst and Linda F. Horst, husband and wife, by Deed dated May 1, 2006 and recorded in Liber 2991, folio 168 among the Land Records of Washington County, Maryland; AND BEING part of the property which was conveyed from John A. Horst and Linda F. Horst, husband and wife, to Keith A. Horst, M. Rosanne Horst, John A. Horst, and Linda F. Horst, as tenants in common, by Deed dated March 4, 2013 and recorded in Liber 4494, folio 308 among the aforesaid Land Records.



Open Session Item

**SUBJECT:** Conococheague Treatment Plant Enhanced Nutrient Removal (ENR) Upgrade

**PRESENTATION DATE:** September 25, 2018

**PRESENTATION BY:** Mark D Bradshaw, PE, Deputy Director, Engineering Services

**RECOMMENDED MOTION:** Move to approve Change Order #5 for HRI Bridge Company, Inc. in the amount of \$93,133.00.

**REPORT-IN-BRIEF**

1. Due to existing underground utilities, the piping couldn't be installed as shown on the plans and had to be reconfigured. For more detailed information, please refer to HRI's Letter 078A dated August 10, 2018. Increase the contract amount by \$4,444.00.
2. The BioMag system has an air dryer system that removes the water from the air prior to it being discharged into the magnetite. The air dryer was going to discharge this water onto the floor creating a safety hazard, so we had a drain pipe installed to direct the water to the floor drains. For more detailed information, please refer to HRI's Letter 090A dated August 9, 2018. Increase the contract amount by \$499.00.
3. Six different concrete landing pads had to be installed for the precast tanks. For more detailed information, please refer to HRI's Letter 079A dated August 9, 2018. Decrease the contract amount by \$20,645.00.
4. Remove unused contingent bid item from the contract. For more detailed information, please refer to HRI's Letter 080 dated July 26, 2018. Decrease the contract amount by \$13,750.00.
5. The post anoxic mixers had to be relocated in order to meet Ovivo's requirements. For more detailed information, please refer to HRI's Letter 097A dated August 9, 2018. Increase the contract amount by \$18,831.00.
6. The blower pad for the post anoxic tank was lowered to provide better storm water drainage for the area. Since the blower pads were lowered, the prefabricated stainless-steel piping had to be lengthened. For more detailed information, please refer to HRI's Letter 094A dated August 9, 2018. Increase the contract amount by \$3,468.00.
7. The piping configuration inside the WAS valve vault didn't match the plans and had to be revised. For more detailed information, please see HRI's Letter 080A dated August 10, 2018 for more information. Increase the contract amount by \$3,529.00.

8. While excavating for other piping we exposed the solids building press drain. The existing press drain pipe was leaking, so we had the Contractor repair it. For more detailed information, please refer to HRI's Letter 081 dated June 8, 2018. Increase the contract amount by \$2,366.00.

9. When the influent channels in the headworks building was taken off-line and drained, it was discovered that they hadn't been installed by the previous contractor per plans. Since the previous upgrade had not been installed per plan, additional concrete work was required. For more detailed information, please refer to HRI's Letter 087A dated August 20, 2018. Increase the contract amount by \$26,544.00.

10. We include the Davis Bacon Wage rates in the specifications at time of advertising, but a new set of wage rates was published while the project was being advertised. The law states that if a new set of wage rates are published ten (10) days prior to bid opening, they must be included in the specification. A new set of wage rates were published, but the County failed to issue to prospective bidders, so bids were submitted based on the old wage rates. The increase between the wage rates was \$1.25 per hour, thus the Contractor is requesting the difference. For more detailed information, please see HRI's Letter 083 dated June 8, 2018 for more information. Increase the contract amount by \$2,416.00.

11. The plans showed a utility water feed accessory connection to centrifuge no.1 but not for centrifuge no.2. It was determined that the same utility feed accessory connection needed to be made to centrifuge no.2. For more detailed information, please refer to HRI's Letter 091A dated August 9, 2018. Increase the contract amount by \$3,487.00.

12. A stainless steel Onyx isolation ring was installed instead of directly tapping the discharge piping as shown on the plans. The isolation ring will provide a for better installation connection and less maintenance in the future. For more detailed information, please refer to HRI's Letter 092A dated August 20, 2018. Increase the contract amount by \$6,355.00.

13. There was no specific specification for the paddle switches, so the Contractor submitted a switch for review. After reviewing the submitted switches it was determined that they weren't acceptable and needed to be upgraded. For more detailed information, please refer to HRI's Letter 093A dated August 9, 2018. Increase the contract amount by \$960.00.

14. As part of the upgrade, the Contractor has to make structural modification to aerobic digester no. 3. The specification estimated that the Contractor would need to remove a total of 100 cubic yards of sludge from sludge holding tank No.2 and equalization tank. When sludge holding tank No.2 and equalization tank were taken out of service, the Contractor removed 145 cubic yards of sludge from the tanks, which exceeded the quantity provided in the specification. For more detailed information, please refer to HRI's Letter 089A dated August 9, 2018. Increase the contract amount by \$10,679.00.

15. The methanol pump supplier required additional piping to be installed that was shown on the plans. For more detailed information, please refer to HRI's Letter 096A dated August 9, 2018. Increase the contract amount by \$2,444.00.

16. The plans had sludge feed pump #1 feeding centrifuge #2 and sludge feed pump #2 was feeding centrifuge #1. To eliminate confusion as to which pump feeds which centrifuge, the programming was modified so that feed pump #1 now feeds centrifuge #1 and feed pump #2 now feeds centrifuge #2.

For more detailed information, please refer to HRI's Letter 082A dated August 10, 2018. Increase the contract amount by \$1,777.00.

17. The plans called for the duct work to extend below the grating in the headworks. Since this is a harsh environment, the decision was made to upgrade the duct work to stainless steel to protect it from the harsh environment. For more detailed information, please refer to HRI's Letter 085A dated August 10, 2018. Increase the contract amount by \$698.00.

18. In order to provide positive storm water drainage, additional soil was removed from the site. For more detailed information, please refer to HRI's Letter 077A dated August 10, 2018. Increase the contract amount by \$4,909.00.

19. The specification required the Contractor to supply the polymer while performing the centrifuge performance test. The Contractor requested to use the polymer we had on-site, and they would reimburse the County for the polymer used. The performance testing used less than one (1) tote, but the Contractor is reimbursing the County for the entire tote. For more detailed information, please refer to HRI's Letter 086 dated July 25, 2018. Decrease the contract amount by \$2,668.00.

20. During construction sediment and a sewage overflow were deposited downstream from the plant. For more detailed information, please refer to HRI's Letter 099 dated August 20, 2018. Decrease the contract amount by \$4,500.00.

**DISCUSSION:** Due to actual construction conditions several changes are proposed to the Conococheague WwTP ENR upgrade as outlined above. These modifications are required to maintain the daily operations of the WwTP; facilitate construction and ensure proper operation of new process in the future. Failure to proceed with the proposed changes would result in additional operations/maintenance costs of the upgrade WwTP and prevent construction from occurring as required to meet State regulations.

**FISCAL IMPACT:** There are adequate funds in TRP018 to cover this change order.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Change Order #6 with attachments, Hard copy of Change order #6 backup documentation in the Board of County Commissioner's office for review

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



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

TO: Consultant: Contractor: Vendor:	HRI Bridge Company A/K/A HRI, Inc. 1750 West College Avenue State College, PA 16801
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Change Order No.	6 (Final)	Purchase Order No.	Washco 23743 REQ # 12821
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Contract No.	PUR - 1270	P/S Account No.	515000-32-42010-TRP018-CNST00000
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Project Title:	Conococheague Treatment Plant ENR Upgrade	Date:	Sep 11, 2018
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The contract time will:  increase  decrease  remain the same by:   calendar days  working days

Description of Change:

1. Reroute yard pipe #136 & #15.
2. Install a drain pipe for the BioMag System.
3. Install concrete landing pads and footer for the precast tanks.
4. Remove unused Contingent Bid Items from contract.
5. Relocate the post anoxic mixer.
6. Post anoxic tank blower pad and piping adjustment.
7. Adjust the WAS Diversion vault piping.
8. Repair the solids handling building press drain.
9. Headwork's building structural replacement.
10. Pay the difference between the Ironworks wage rate that was included in the specification and the actual wage rate.
11. Install accessory utility water to Centrifuge No.2.
12. Install centrifuge sludge feed pump discharge monitoring devices.
13. Upgrade the paddle flow switches.
14. Sludge removal from Aerobic digester No. 3, formally sludge holding tank No.2.
15. Methanol pump accessory adjustment.
16. Centrifuge sludge feed pump nomenclature adjustment.
17. Headworks HVAC duct material adjustment.
18. Additional soil removal for site grading.
19. Centrifuge performance testing polymer credit.
20. Sediment discharge and sewage overflow credit.

Reason for Change:

1. Due to existing underground utilities, the piping couldn't be installed as shown on the plans and had to be reconfigured. For more detailed information, please refer to HRI's Letter 078A dated August 10, 2018. Increase the contract amount by \$4,444.00.
2. The BioMag system has an air dryer system that removes the water from the air prior to it being discharged into the magnetite. The air dryer were going to discharge this water onto the floor creating a safety hazard, so we had a drain pipe installed to direct the water to the floor drains. For more detailed information, please refer to HRI's Letter 090A dated August 9, 2018. Increase the contract amount by \$499.00.
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amount by \$2,366.00.

9. When the influent channels in the headworks building was taken off-line and drained, it was discovered that they hadn't been installed by the previous contractor per plans. Since the previous upgrade had not been installed per plan, additional concrete work was required. For more detailed information, please refer to HRI's Letter 087A dated August 20, 2018. Increase the contract amount by \$26,544.00.

10. We include the Davis Bacon Wage rates in the specifications at time of advertising, but a new set of wage rates was published while the project was being advertised. The law states that if a new set of wage rates are published ten (10) days prior to bid opening, they must be included in the specification. A new set of wage rates were published, but the County failed to issue to prospective bidders so bids were submitted based on the old wage rates. The increase between the wage rates was \$1.25 per hour, thus the Contractor is requesting the difference. For more detailed information, please see HRI's Letter 083 dated June 8, 2018 for more information. Increase the contract amount by \$2,416.00.

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12. A stainless steel Onyx isolation ring was installed instead of directly tapping the discharge piping as shown on the plans. The isolation ring will provide a for better installation connection and less maintenance in the future. For more detailed information, please refer to HRI's Letter 092A dated August 20, 2018. Increase the contract amount by \$6,355.00.

13. There was no specific specification for the paddle switches, so the Contractor submitted a switch for review. After reviewing the submitted switches it was determined that they weren't acceptable and needed to be upgraded. For more detailed information, please refer to HRI's Letter 093A dated August 9, 2018. Increase the contract amount by \$960.00.

14. As part of the upgrade, the Contractor has to make structural modification to aerobic digester no. 3. The specification estimated that the Contractor would need to remove a total of 100 cubic yards of sludge from sludge holding tank No.2 and equalization tank. When sludge holding tank No.2 and equalization tank were taken out of service, the Contractor removed 145 cubic yards of sludge from the tanks, which exceeded the quantity provided in the specification. For more detailed information, please refer to HRI's Letter 089A dated August 9, 2018. Increase the contract amount by \$10,679.00.

15. The methanol pump supplier required additional piping to be installed that was shown on the plans. For more detailed information, please refer to HRI's Letter 096A dated August 9, 2018. Increase the contract amount by \$2,444.00.

16. The plans had sludge feed pump #1 feeding centrifuge #2 and sludge feed pump #2 was feeding centrifuge #1. To eliminate confusion as to which pump feeds which centrifuge, the programming was modified so that feed pump #1 now feeds centrifuge #1 and feed pump #2 now feeds centrifuge #2. For more detailed information, please refer to HRI's Letter 082A dated August 10, 2018. Increase the contract amount by \$1,777.00.

17. The plans called for the duct work to extend below the grating in the headworks. Since this is a harsh environment, the decision was made to upgrade the duct work to stainless steel to protect it from the harsh environment. For more detailed information, please refer to HRI's Letter 085A dated August 10, 2018. Increase the contract amount by \$698.00.

18. In order to provide positive stormwater drainage, additional soil was removed from the site. For more detailed information, please refer to HRI's Letter 077A dated August 10, 2018. Increase the contract amount by \$4,909.00.

19. The specification required the Contractor to supply the polymer while performing the centrifuge performance test. The Contractor requested to use the polymer we had on-site and they would reimburse the County for the polymer used. The performance testing used less than one (1) tote, but the Contractor is reimbursing the County for the entire tote. For more detailed information, please refer to HRI's Letter 086 dated July 25, 2018. Decrease the contract amount by \$2,668.00.

20. During construction sediment and a sewage overflow were deposited downstream from the plant. For more detailed information, please refer to HRI's Letter 099 dated August 20, 2018. Decrease the contract amount by \$4,500.00.

The completion date, incorporating the changes included in this change order, is:	Jul 1, 2018
The original contract sum was:	\$23,759,050.00
Net changes by previous change orders:	\$463,916.62
Contract sum prior to this change order:	\$24,222,966.62
By this Change Order, the contract sum will be changed by:	\$93,133.00
The new contract sum including this change order will be:	\$24,316,099.62

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

Consultant:

Finance:

Contractor/Vendor: Taylor Neal

Digitally signed by Taylor Neal  
DN: cn=Taylor Neal, o=US, ou=US Office Division  
Reason: I am the author of this document  
Date: 2018.09.13 09:49:49 -0400

Purchasing:

Approving Agency: Mark D Bradshaw

Digitally signed by Mark D  
Bradshaw  
Date: 2018.09.13 09:49:49 -0400

County Administrator:

**Outside County Entities: Please email the signed form to [ChangeOrder@washco-md.net](mailto:ChangeOrder@washco-md.net).**



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Open Session Item

**SUBJECT:** Eastern Boulevard Widening

**PRESENTATION DATE:** September 25, 2018

**PRESENTATION BY:** Scott Hobbs, Director, Division of Engineering

**RECOMMENDED MOTION:** Move to accept a state funding contribution for Eastern Boulevard improvements at Jefferson Boulevard (MD 64) for a not to exceed amount of \$1,800,000 for construction and \$190,000 for design work as written in the agreement and to approve a proposed a budget adjustment in the amount of \$190,000 for the design contribution.

**REPORT-IN-BRIEF:** The County is receiving a funding contribution from the Maryland Department of Transportation State Highway Administration (MDOT SHA) for work at Eastern Boulevard and Jefferson Boulevard (MD 64). MDOT SHA has requested that their upcoming intersection improvements at Jefferson Boulevard (MD 64) be part of the Eastern Boulevard Phase I project to reduce the impact to the traveling public.

**DISCUSSION:** Phase I of this project involves the widening of Eastern Boulevard from Jefferson Boulevard to Security Road. The County will be reimbursed by MDOT SHA for design and construction costs relating to the improvements at Jefferson Boulevard (MD 64). The work will include widening from two lanes to four lanes on Eastern Boulevard and providing additional turn lanes on Jefferson Boulevard (MD 64) with traffic signal upgrades. Storm water management will be provided by utilizing an existing regional pond and construction of bioretention areas. Eastern Boulevard carries an estimated 20,000 vehicles per day and will maintain the posted speed limit of 40 mph. Lane shifts will occur to facilitate construction and the project will be subject to flagging operations during the work day with lanes open through the work zone during non-work periods.

**FISCAL IMPACT:** This is a budgeted Capital Improvement Plan (CIP) project (RDI040). The County will be reimbursed for an amount not to exceed \$1,800,000 for construction and for an amount not to exceed \$190,000 for the design.

**CONCURRENCES:** Kim Edlund, Director, Office of Budget and Finance, and John Martirano, County Attorney

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Aerial Map, Agreement

**AUDIO/VISUAL TO BE USED:** N/A

**MEMORANDUM OF UNDERSTANDING**

by and between the

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

**AND**

**THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ **2018**, by and between the Maryland Department of Transportation State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter referred to as **“MDOT SHA”**, and Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, herein after referred to as **"COUNTY"**; and

**WHEREAS**, the COUNTY as early as 2019, will start the construction of a roadway project called Eastern Boulevard Widening Phase I which includes intersection improvements at MD 64 (Jefferson Boulevard) and will be built between Security Road, a COUNTY roadway, and MD 64 (Jefferson Boulevard), a MDOT SHA maintained highway, (**“PROJECT”**); and

**WHEREAS**, the COUNTY has requested MDOT SHA to contribute funds towards the design, construction, inspection, material clearance/testing, and installation and/or relocation of various utilities in conjunction with the State Improvements only, especially as it relates to construction activities along MD 64 (Jefferson Boulevard) in the vicinity of Eastern Boulevard Phase I / MD 64 (Jefferson Boulevard intersection) as shown on **Exhibit Number 1**, which is attached hereto and incorporated herein (**“State Improvements”**); and

**WHEREAS**, MDOT SHA is contributing an amount not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) (**“MOU”**) for the purpose of providing funding to the COUNTY for the items related to construction of the MDOT SHA Improvement portion of the PROJECT, which is anticipated to be completed by 2021; and

**WHEREAS**, MDOT SHA has agreed contribute an amount not to exceed One Hundred Ninety Thousand Dollars (\$190,000) (**“MOU”**) to the COUNTY for the items related to the Engineering Services Proposal for the State Improvement portion of the PROJECT, which is anticipated to be completed in 2019; and

**WHEREAS**, MDOT SHA will reimburse the COUNTY for construction of the State Improvements not to exceed the amount in the MOU for the type of design and construction related items listed in **Exhibit Number 2 (three (3) pages)**, which is attached hereto and incorporated here; and

# Eastern Boulevard



**WHEREAS**, MDOT SHA issued an Access Permit (10APWA006XX) (“**PERMIT**”) to the COUNTY for the COUNTY to have access to all MDOT SHA owned or controlled right-of-way needed for construction of the PROJECT; and

**WHEREAS**, MDOT SHA and the COUNTY agree that the PROJECT will benefit the parties of this Agreement, and will promote the safety, health and general welfare of the citizens of the State and the COUNTY.

**NOW, THEREFORE**, be it understood that MDOT SHA and the COUNTY do hereby agree as follows:

**I. PROJECT DESCRIPTION**

- A. The PROJECT shall generally consist of the COUNTY roadway improvements to COUNTY roadways (“**County Improvements**”) and State Improvements.
  - 1. The County Improvements shall generally consist of all tasks necessary to design, acquire rights-of-way, and construct a widening of a COUNTY roadway called Eastern Boulevard from MD 65 (Jefferson Boulevard) and to Security Road, including grinding, grading, paving, milling, resurfacing, striping, signage, and installing drainage and landscaping.
  - 2. The State Improvements consist of all elements necessary to design, acquire rights-of-way, and construct the roadway modifications in order to facilitate a new intersection in the form of Intersection Improvements as shown on **Exhibit Number 1**.
  - 3. The specifications for the State Improvements portion of the PROJECT are the SHA’s Standard Specifications for Construction and Materials, 2017 edition and the plan and design details approved by SHA and the COUNTY.

**II. DESIGN PHASE**

- A. MDOT SHA Responsibility
  - 1. MDOT SHA will review and approve the design plans for the State Improvements portion of the PROJECT.
  - 2. During the construction of the PROJECT, MDOT SHA will review any revised construction plans for the State Improvements and pursuant to the PERMIT.
- B. COUNTY Responsibility
  - 1. The COUNTY will perform all activities necessary to design the PROJECT.
  - 2. In the event the COUNTY desires to revise the design of the State Improvements portion of the PROJECT subsequent to final plan approval, but prior to initiation of construction activities, the COUNTY shall

provide SHA with written notification of said revision, and shall request SHA comments or concurrence as stipulated in the PERMIT.

3. The COUNTY shall be fully responsible for the design of the PROJECT.

### **III. CONSTRUCTION PHASE**

#### **A. MDOT SHA Responsibility**

1. In the event SHA desires to make revisions to the IMPROVEMENTS subsequent to final plan approval and/or during construction, it shall promptly submit a request in writing to the COUNTY, including the requested revisions and their estimated costs and the COUNTY may incorporate such revisions. In any event, the COUNTY shall have final decision concerning all requests for revisions.
2. At its option, MDOT SHA may provide an inspector during construction of the PROJECT in a manner consistent with the state issue PERMIT. SHA's Project Engineer shall consult with the COUNTY inspector prior to decisions that affect the PROJECT, except *in case of an emergency*, or, whenever such consultation does not create a delay claim situation. The COUNTY's Project Engineer shall have sole authority throughout construction during emergency and non-emergency events.
3. MDOT SHA has provided the COUNTY with the PERMIT (10APWA006XX), which, among other things, grants a right-of-entry to COUNTY personnel or its agents or contractors for the sole purpose of constructing the PROJECT described herein provided said party has met all requirements for such activities as set forth herein (e.g. insurance, PERMIT, and any other permit requirements, etc.)

#### **B. COUNTY Responsibility**

1. The COUNTY shall construct the PROJECT as shown on the final plans, and provide Construction Engineering Services during construction (i.e., construction inspection and material testing/certification) all consistent with SHA standards and requirements, and the PERMIT.
2. If, in the COUNTY's sole judgment, revisions to the State Improvements portion of the PROJECT must be made due to conditions encountered during construction, the COUNTY shall seek MDOT SHA concurrence to said revisions and any related Change Orders, unless the changes must be made immediately *in case of an emergency* or, in order to minimize or eliminate possible delay claims by the COUNTY's construction contractor. The COUNTY's Project Engineer shall have sole authority during construction to determine the existence of an emergency or a potential delay claim.
  - a. The COUNTY shall notify MDOT SHA and if possible, seek concurrence in advance of all anticipated Change Orders, including



justification for such change orders. A Change Order shall be issued to document extra or unanticipated work.

- b. In the event the COUNTY is unable to give MDOT SHA prior notice of Change Orders due to revisions required by an emergency or possible delay claim situations, the COUNTY shall promptly notify MDOT SHA within 24 hours of the commencement of work resulting from the Change Order.
3. The COUNTY shall coordinate with MDOT SHA for the utility relocations necessary for the construction of the PROJECT in a manner consistent with the PERMIT.

#### IV. CONSTRUCTION PHASE FUNDING

##### A. MDOT SHA Responsibility

1. MDOT SHA shall be responsible for all costs to design the State Improvement portions of the PROJECT not to exceed Two Hundred Thousand (\$200,000) and for all costs to construct the State Improvement portions of the PROJECT not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) which will include construction related items as shown in **Exhibit Number 2**.
2. Within thirty (30) days following the receipt of each periodic and acceptable invoice from the COUNTY, SHA shall reimburse the COUNTY for all documented costs incurred by the COUNTY to design and construct the State Improvements portion of the PROJECT, including the COUNTY's costs for Construction Engineering Services.

##### B. COUNTY Responsibility

1. The COUNTY shall be responsible to (1) advertise the PROJECT for construction bids, (2) award and administer the construction of the PROJECT, and (3) provide Construction Engineering Services during construction of the PROJECT.
2. The COUNTY shall be responsible for all costs incurred by the COUNTY for the design and construction of the COUNTY Improvement portion of the PROJECT, plus any portion of the State Improvements that exceeds the SHA FUNDING.
3. The COUNTY shall provide an invoice to MDOT SHA, on a periodic basis, for all costs incurred by the COUNTY to construct the State Improvements portion of the PROJECT up to the SHA FUNDING amount, for items described in **Exhibit Number 1** including the COUNTY's direct salaries and payroll burden for Construction Engineering Services and other direct costs such as materials.

4. The COUNTY shall notify MDOT SHA and seek concurrence in advance of all anticipated change orders for construction of the State Improvement portion of the PROJECT, including justification for such change orders.

## V. GENERAL

- A. The total amount that may be reimbursed to the COUNTY by MDOT SHA for the State Improvements portion of the PROJECT is limited to the amount of SHA FUNDING, such amount to include (a) Design costs, (b) Construction costs, and (c) the COUNTY's Construction Engineering Services.
- B. All COUNTY invoices shall be accompanied by sufficient documentation by the COUNTY as determined by SHA to evidence actual costs incurred. All construction costs for the State Improvements that are documented in accordance with this MOU and the PERMIT may be reimbursed up to the amount of the MDOT SHA FUNDING.
- C. If MDOT SHA requires additional documentation, MDOT SHA may have MDOT SHA authorized personnel visit the COUNTY to verify all documentation and conduct independent audits.
- D. Whenever the approval of the COUNTY is required, such approval shall not be unreasonably withheld or delayed. The parties hereto agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- E. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors, and assigns.
- F. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in the Maryland courts.
- G. Following completion of construction of the PROJECT, MDOT SHA shall own and maintain the portion of PROJECT that is within SHA right of way.
- H. The recitals (WHEREAS clauses) are incorporated herein as part of this Agreement.
- I. All parties to this Agreement shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document. The term "Acts" in Appendix A refers to Title VI of the Civil Rights Act of 1964. The term "Regulations" in Appendix A refers to 49 C.F.R Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix A refers to SHA.
- J. All notices and/or invoices, if to the COUNTY, shall be addressed to:  

Mr. Scott Hobbs (or designated alternate)  
Director  
Washington County

Division of Engineering  
80 West Baltimore Street  
Hagerstown, MD 21740  
Phone: 240-313-2407  
Email: [shobbs@washco-md.net](mailto:shobbs@washco-md.net)

If to SHA:

Mr. Anthony Crawford  
District Engineer, D-6  
State Highway Administration  
1250 Vocke Road  
La Vale, MD 21502  
Phone: 301 729-8486  
Fax: 301-729-6968  
E-mail: [acrawford@sha.state.md.us](mailto:acrawford@sha.state.md.us)

With a copy to:

SHA Agreements Team  
Office of Procurement and Contract Management  
State Highway Administration  
Mail Stop C-4052  
707 N. Calvert Street  
Baltimore MD 21202  
Phone: 410-545-5636  
Fax: 410-209-5025  
E-mail: [SHAAgreementsTeam@sha.state.md.us](mailto:SHAAgreementsTeam@sha.state.md.us)

**(Signature Pages Follow)**

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by their respective duly authorized officers on the day and year first above written.

**MARYLAND DEPARTMENT OF TRANSPORTATION  
STATE HIGHWAY ADMINISTRATION**

\_\_\_\_\_  
**WITNESS**

By: \_\_\_\_\_(SEAL)

Tim Smith, P.E.  
Deputy Administrator/Chief Engineer  
for Operations

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
Jason A. Ridgway, P.E.  
Deputy Administrator  
for Planning, Preliminary Engineering,  
Real Estate and the Environment

\_\_\_\_\_  
Lisa B. Conners  
Deputy Administrator for Administration

\_\_\_\_\_  
William J. Bertrand  
Director  
Office of Finance

ATTEST:

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

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

BY: \_\_\_\_\_ (SEAL)  
Terry L. Baker, President

\_\_\_\_\_  
Date

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Scott Hobbs, P.E.  
Director of Engineering

**APPROVED AS TO FORM AND CONTENT  
FOR EXECUTION BY THE COUNTY:**

\_\_\_\_\_  
John M. Martirano  
County Attorney

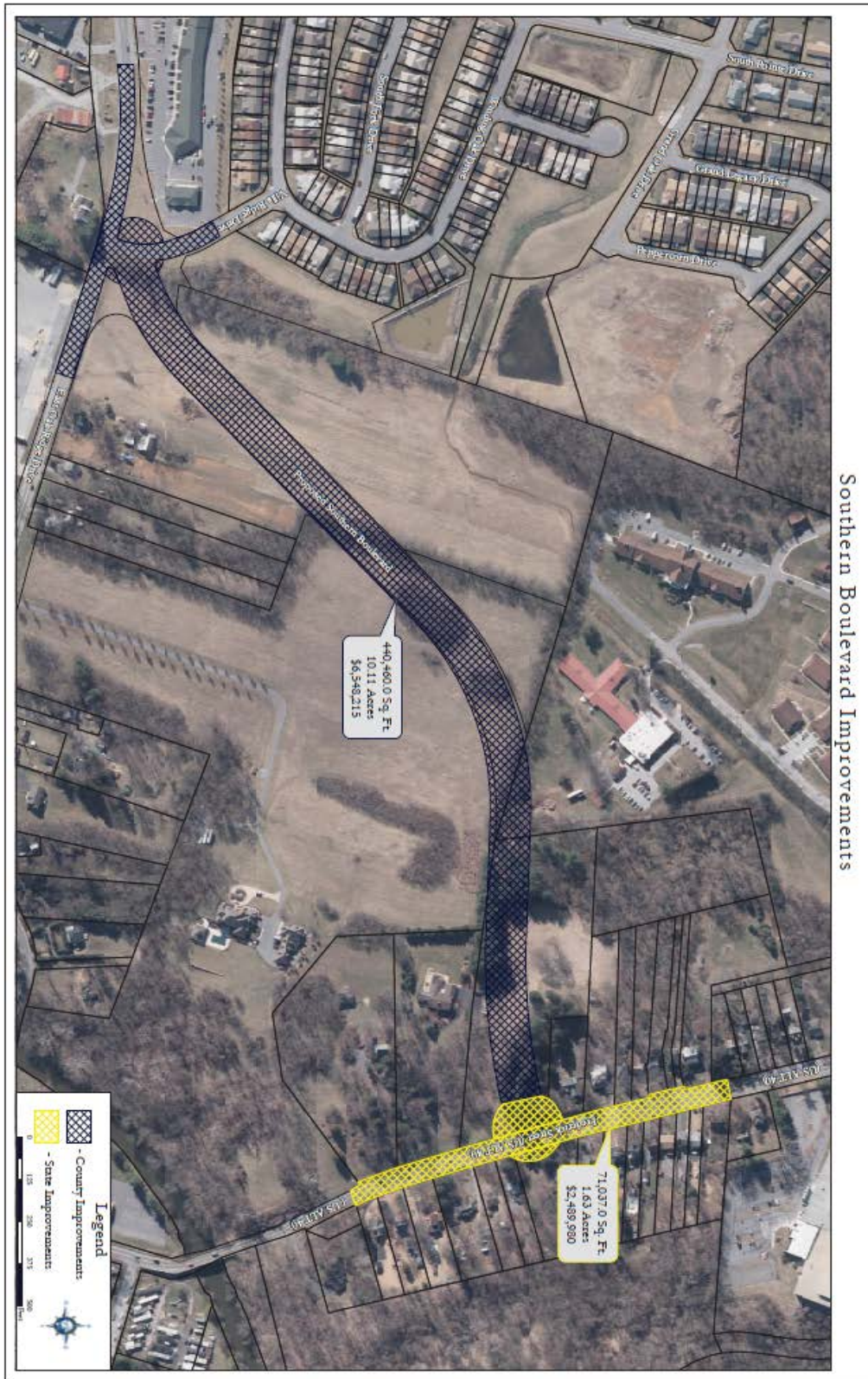


Exhibit Number 1

MARYLAND STATE HIGHWAY ADMINISTRATION

## **APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**MARYLAND STATE HIGHWAY ADMINISTRATION**  
**APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



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**Open Session Item**

**SUBJECT:** Fiscal Year 2018 Preliminary Year – End Summary

**PRESENTATION DATE:** September 25, 2018

**PRESENTATION BY:** Sara Greaves, Chief Financial Officer

**RECOMMENDATION:** For informational purposes.

**REPORT-IN-BRIEF:** The Office of Budget and Finance would like to brief the commissioners on Fiscal Year 2018 findings to date.

**DISCUSSION:** At this time, a comprehensive review of all funds is not available. However, some information is available to share. Topics of discussion include:

Highway Fund  
Black Rock Golf Course Fund  
General Fund Revenues  
General Fund Expenditures  
Health Insurance Costs

Staff will continue to work with the auditors throughout the following weeks. Once financial statements have been audited, the auditors will provide an external presentation of their findings.

Staff will also commit to prepare a more comprehensive year-end summary for informational purposes.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

**AUDIO/VISUAL NEEDS:** None



## Agenda Report Form

### Open Session Item

**SUBJECT:** Reinstatement of Health Advisory Commission

**PRESENTATION DATE:** Tuesday, September 25, 2018

**PRESENTATION BY:** Michael Reyka, Chair, Economic Development Commission, and Susan Small, Business Leader, Department of Business Development

**RECOMMENDED MOTION:** Move to reinstate the Washington County Health Advisory Commission immediately, with the current structure and bylaws, and to allow the Economic Development Commission to assume the responsibility to appropriately modify and revise the structure, mission, and bylaws in October of 2018 in accordance with the County Attorney's office.

**REPORT-IN-BRIEF:** On September 13, 2018 the Economic Development Commission (EDC) formally voted to support reinstatement of the Health Advisory Commission for the purpose of informing, educating, and advising the Board of County Commissioners (BOCC) in their decision-making process specific to population health issues.

**DISCUSSION:** The EDC will create a small work group to discuss and assess the structure and membership, as well as the purpose of a Health Advisory Commission. In addition to existing leaders in the health and wellness industry, additional stake-holders in the workgroup could include; contractors, code officials, zoning administrators, and other county/city staff at various levels who work with customers and the Washington County Health Department on a regular basis, as well as, those who can act as representative to the private industry stake-holders, who are subject to the Washington County Health Department rules and services.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Rob Slocum, County Administrator, and Michael Reyka, Chair of the Economic Development Commission (EDC)

**ALTERNATIVES:** Do not reinstate the Health Advisory Commission at this time.

**ATTACHMENTS:** EDC Power Point presentation

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

# Health Advisory Board

## **Topic:** Health Advisory Board

- Given the increasing concerns involving workforce and community health (ex: opioids, behavioral health, chronic diseases such as obesity and diabetes...), the EDC in the spring of 2018 discussed the potential benefits offered by an advisory group of community health experts.
- The purpose would be to inform, educate, and advise the commissioners in their decision-making process specific to population health issues.
- The commissioners responded favorably and requested that the EDC lead this effort.
- Initial research suggested the absence of such an advisory board in most Maryland Counties.

# Health Advisory Board

## Research Findings:

- Maryland Association of Counties – significant variation across Maryland counties specific to boards of health and health advisory committees.
- Maryland Association of County Health Officers (Baltimore office) – all Maryland counties have a similar process to the current structure in Washington County with the exception of two municipalities.
  - Baltimore City
  - Howard County
    - Eleven members appointed to 5-year terms
    - All members must be a professional in the area of environmental health
    - Three members should be health professionals (clinicians)
    - One health professional may be a veterinarian
    - Current board includes MDs, PhD, RNs, DVMs, MPHs, etc.

# Health Advisory Board

## Washington County History:

- Advisory Commission to the Washington County Board of Health existed in 2006, 2007, and 2008 (minutes reflect the meetings)
  - *the group has not met since January 2008.*
- The previous structure included bylaws, officers, 15 voting members appointed by the county commissioners, term limits, etc.
- No clear mission/vision in the bylaws (purpose of the commission).
- No dates in the bylaws documents (only signatures).

# Health Advisory Board

## **Suggestion:**

- Reinststate the Washington County Advisory Commission now (consistent with the current structure/bylaws).
- Create a small workgroup to discuss and assess the structure and the membership as well as the purpose and a health advisory commission/board. The work group should be small with a short timeline (ex: three meetings over several weeks).
- Appropriately modify and revise the structure, mission, and bylaws in October of 2018.

# Health Advisory Board

## Suggested work group membership

### **Allen Twigg**

Executive Director of Behavioral and Community Health, Meritus Medical Center  
Facilitator of the Community Needs Assessment research

### **Kathy Saxman**

Director of Community Impact & Investments, United Way of Washington County  
United Way facilitated the Strategic Community Impact 2012-2016 research

### **Douglas Spotts, MD**

Chief Population Health Officer, Meritus Medical Center  
Family physician & healthcare leader now facilitating the transition to population health within our community

### **Keith Fanjoy**

CEO, The Bester Group  
Facilitator of Bester Community of Hope

### **Adam Roberson, PhD**

Executive Director, Community Free Clinic

### **Earl Stoner**

Health Officer, Washington County Health Department



# Health Advisory Board

## Suggested workgroup membership (continued)

Additional stake holders include contractors, code official, zoning administrators and other county/city staff at various levels that work with customers and County Health Department staff on a daily basis.

Therefore, the work group should also include ...

- A person who can act as representative to the private industry stake holders that are subject to the Health Department rules and service)
  - Builder/developer workgroup member: Rob Feree, Development (Bowman)
  - Christopher Smith Home Builder (Manor House Builders)
- A person who can act as representative to the county/city staff that have expert and objective knowledge of rules and services.
  - County workgroup member: Steve Goodrich, Dir. Of Planning & Zoning
  - County workgroup member: Dan Divito, Dir. Of Environmental Management
  - City workgroup member: TBD

# Health Advisory Board

- The workgroup will meet three times in late September and early October (facilitated by the EDC chair).
- The workgroup will submit the following for EDC consideration/acceptance/approval:
  - Proposed Structure (formal, informal, commission, advisory board, officers, chair/facilitator, etc.)
  - Proposed membership structure (professional representation)
  - Proposed purpose/mission of the commission/advisory board
  - Proposed meeting frequency (monthly, quarterly, as needed...)





## Agenda Report Form

### Open Session Item

**SUBJECT:** Economic Development Commission Structure (EDC)

**PRESENTATION DATE:** Tuesday, September 25, 2018

**PRESENTATION BY:** Michael Reyka, Chair, Economic Development Commission, and Susan Small, Business Leader, Department of Business Development

**RECOMMENDED MOTION:** Move to repeal the Economic Development Ordinance for Washington County, MD and disband its current organization (EDC) currently under the Board of County Commissioners (BOCC) purview, and transform to a stand-alone Economic Development Coalition, using private-public partnerships.

**REPORT-IN-BRIEF:** On September 13, 2018 the existing Economic Development Commission (EDC) formally voted to modify the structure and name of the EDC. Retitled as the Economic Development Coalition, the organization will utilize representatives from primary stakeholders as the new Executive Board, which would include; The Washington County Chamber of Commerce, The City of Hagerstown, The Convention and Visitors Bureau, Maryland Department of Commerce, Greater Hagerstown Committee, and Washington County.

**DISCUSSION:** The purpose of the change is to allow the EDC to provide support, inspire and influence economic growth within the Community, and to create transparent and open communication between organizations directly associated with Economic Development in Washington County. Next steps are to establish a new Mission and Vision for the EDC, finalize the structure and industry sectors represented on the full Coalition. Existing EDC members will remain in their position during the transition of the new Coalition.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Rob Slocum, County Administrator and Michael Reyka, Chair of the Economic Development Commission (EDC)

**ALTERNATIVES:** Do not change the EDC structure at this time.

**ATTACHMENTS:** Proposed Economic Development Coalition Structure

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

