



## BOARD OF COUNTY COMMISSIONERS

November 27, 2018

### OPEN SESSION AGENDA

- 09:00 A.M. INVOCATION AND PLEDGE OF ALLEGIANCE  
CALL TO ORDER, *President Terry L. Baker*  
APPROVAL OF MINUTES – November 13, 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; to protect the privacy or reputation of individuals concerning a matter not related to public business; to consult with counsel to obtain legal advice on a legal matter; to consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; and 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 plan.)*
- 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. PRESENTATION OF THE JUNE 30, 2018 AUDITED FINANCIAL STATEMENTS – *Christopher Lehman, Partner, SB & Company*
- 11:00 A.M. DIAKON REFUNDING (CONDUIT DEBT) – *Sara Greaves, Chief Financial Officer*
- 11:10 A.M. APPROVAL TO TERMINATE COOPERATIVE AGREEMENT AND APPROVAL TO CHANGE FUNDING – *Stephanie Lapole, Senior Grant Manager, Office of Grant Management, and Eric Seifarth, Rural Preservation Administrator, Department of Planning & Zoning*
- 11:15 A.M. HAGERSTOWN EASTERN PANHANDLE METROPOLITAN PLANNING ORGANIZATION – APPROVAL TO ACCEPT AWARDED FUNDING – *Stephanie Lapole, Senior Grant Manager, Office of Grant Management, Jill Baker, Deputy Director, Department of Planning & Zoning, and Matt Mullenax, Director, Metropolitan Planning Organization*

- 11:20 A.M. CONSTRUCTION BID AWARD – COLONEL HENRY K. DOUGLAS DRIVE EXTENDED – *Scott Hobbs, P.E., Director, Division of Engineering*
- 11:25 A.M. SOLE SOURCE PROCUREMENT (PUR-1045) – THREE (3) PORTABLE TRANSPORT VENTILATORS FOR THE DIVISION OF EMERGENCY SERVICES (DES) – *Rick Curry, CPPO, Director, Purchasing Department, and David Chisholm, Assistant Director, Emergency Management, Division of Emergency Services*
- 11:30 A.M. APPLICATION FOR ZONING MAP AMENDMENT RZ-18-004, PERRY & MELISSA BRAZIL – *Jill Baker, Deputy Director, Department of Planning and Zoning*
- 11:40 A.M. PROCLAMATION PRESENTATION TO COMMISSIONER JOHN F. BARR FOR HIS DEDICATED YEARS OF SERVICE TO THE CITIZENS OF WASHINGTON COUNTY – *Presented by the Board of County Commissioners*
- 11:50 A.M. PROCLAMATION PRESENTATION TO COMMISSIONER LEROY E. MYERS FOR HIS DEDICATED YEARS OF SERVICE TO THE CITIZENS OF WASHINGTON COUNTY – *Presented by the Board of County Commissioners*
- 12:00 P.M. ADJOURNMENT
- 12:30 P.M. COMMISSIONER END OF TERM RECEPTION  
LOCATION: ADMINISTRATION OFFICE BOARDROOM #1115



Open Session Item

**SUBJECT:** Presentation of the June 30, 2018 Audited financial statements

**PRESENTATION DATE:** November 27, 2018

**PRESENTATION BY:** Christopher Lehman, Partner, SB& Company

**RECOMMENDED MOTION:** For informational purposes only

**REPORT-IN-BRIEF:** To report the audit opinion for financial statements ending 6/30/2018.

**DISCUSSION:** The external independent auditor will review the scope of services, the audit process, and required communications, along with the audit opinion for the FY2018 Financial Statements.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

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

**AUDIO/VISUAL NEEDS:** PowerPoint Presentation



Knowledge · Quality · Client Service

Presentation to the Board of County Commissioners

November 27, 2018



# AGENDA

- 1 Introductions
- 2 Executive Summary
- 3 Audit Approach
- 4 Required Communications
- 5 Meeting Your Expectations

Knowledge • Quality • Client Service





Knowledge

Quality

Client Service

# Introductions





# INTRODUCTIONS

## SB & Company, LLC

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



Knowledge • Quality • Client Service





Knowledge

Quality

Client Service

# Executive Summary







# EXECUTIVE SUMMARY

- Audit of the June 30, 2018, financial statements
- Performance of the Uniform Guidance Single Audit
- Preparation of Form 990's for the Golf Course and Agriculture Center
- Compilation of the County's Agriculture Land Transfer Tax Revenues and Expenditures
- Agreed upon procedures report for the landfill report
- Schedule of Fire and Rescue Expenditures
- Audit of 9-1-1 trust fund
- Detention Center agreed upon procedures
- State Charitable Registration
- Prepared Uniform Financial Report
- Preparation of Data Collection Form





# *SUMMARY OF THE RESULTS*

- Issued an unmodified opinion on the financial statements
- We did not discover any instances of fraud
- Discovered no material weaknesses in internal controls
- Received full cooperation from management
- Implementation of GASB 75 for other post employment benefits (OPEB)
- Audit journal entries
  - No audit journal entries noted





# Audit Approach





# FORCAM Audit Approach

*Focus on Risk, Controls, and Account Misstatement*

Agree on Expectations and Deliverables

## Planning - Understand the Business & Risk

Client Acceptance • Client Environment • Tone at the Top  
Materiality • Initial Risk Assessment • Audit Plan • Client Expectations

## Assess & Test Design & Operations of Controls

What Can Go Wrong? • Test Key Controls • Walkthrough  
Map Accounts & Transactions • Identify Key Controls

## Financial Close & Reporting Misstatement Analysis

Analyze Balances • Financial Close Process  
Principles Applied • Management's Verification

## Substantive Testing

Negative Account Analysis • Negative Financial Close  
Firm & GAAS Required • Significant Estimates  
Negative Operating Controls • Unusual Transactions

## GAAS Compliance & Reporting

GAAS Checklist • Review Reports • Wrap Up  
Draft Board/Management Presentation  
Did We Meet Your Expectations?

### Goals:

Detect Financial Statement Misstatement Risk  
Detect Error

- Accounting Principle
- Estimate
- Information Processing
- Account Balances

Fraud  
Business Failure  
Business Improvement Opportunities  
Client Expectations

Communicate Value Delivered and Measure Satisfaction

Knowledge • Quality • Client Service





# ASSESSMENT OF CONTROL ENVIRONMENT

Area	Points to Consider	Our Assessment
<b>Control Environment</b>	<ul style="list-style-type: none"> <li>▪ Key executive integrity, ethical, and behavior</li> <li>▪ Control consciousness and operating style</li> <li>▪ Commitment to competence</li> <li>▪ Board's participation in governance and oversight</li> <li>▪ Organizational structure, responsibility, and authority</li> <li>▪ HR policies and procedures</li> </ul>	<p>Effective</p>
<b>Risk Assessment</b>	<ul style="list-style-type: none"> <li>▪ Mechanisms to anticipate, identify, and react to significant events</li> <li>▪ Processes and procedures to identify changes in GAAP, business practices, and internal control</li> </ul>	<p>Effective</p>
<b>Information &amp; Communication</b>	<ul style="list-style-type: none"> <li>▪ Adequate performance reports produced from information systems</li> <li>▪ Information systems are connected with business strategy</li> <li>▪ Commitment of HR and finance to develop, test, and monitor IT systems and programs</li> <li>▪ Business continuity and disaster County for IT</li> <li>▪ Established communication channels for employees to fulfill responsibilities</li> <li>▪ Adequate communication across organization</li> </ul>	<p>Effective</p>
<b>Control Activities</b>	<ul style="list-style-type: none"> <li>▪ Existence of necessary policies and procedures</li> <li>▪ Clear financial objectives with active monitoring</li> <li>▪ Logical segregation of duties</li> <li>▪ Periodic comparisons of book-to-actual and physical count-to-books</li> <li>▪ Adequate safeguards of documents, records, and assets</li> <li>▪ Assess controls in place</li> </ul>	<p>Effective</p>
<b>Monitoring</b>	<ul style="list-style-type: none"> <li>▪ Periodic evaluations of internal controls</li> <li>▪ Implementation of improvement recommendations</li> </ul>	<p>Effective</p>





# EVALUATION OF KEY PROCESSES

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

<b>A</b>	Understand the Process
<b>C</b>	Walk-through

<b>B</b>	What Can Go Wrong?
<b>D</b>	Test of Controls





# EVALUATION OF KEY PROCESSES

## (CONTINUED)

Process	Function	A	B	C	D	Our Assessment
<b>Payroll</b>	<ul style="list-style-type: none"> <li>• Attendance Reporting</li> <li>• Payroll Accounting and Processing</li> <li>• Payroll Disbursements</li> </ul>	✓	✓	✓	✓	Effective
<b>Revenue</b>	<ul style="list-style-type: none"> <li>• Billing</li> <li>• Cash Receipts</li> <li>• Revenue Recognition</li> <li>• Cutoff</li> </ul>	✓	✓	✓	✓	Effective
<b>Fixed Assets</b>	<ul style="list-style-type: none"> <li>• Physical Custody</li> <li>• Asset and Construction in Process Accounting</li> <li>• Report Preparation</li> </ul>	✓	✓	✓		Effective
<b>Grant Compliance</b>	<ul style="list-style-type: none"> <li>• Acceptance</li> <li>• Grant Oversight</li> <li>• Compliance</li> <li>• Reporting</li> <li>• Monitoring</li> <li>• Accounting</li> <li>• Billing and Collection</li> </ul>	✓	✓	✓	✓	Effective

<b>A</b>	Understand the Process
<b>C</b>	Walk-through

<b>B</b>	What Can Go Wrong?
<b>D</b>	Test of Controls

Knowledge • Quality • Client Service





# CHANGES IN OPEB ACCOUNTING

- GASB Statement No. 74, Financial Reporting for Post-employment Benefit Plans other than Pension Plans, was implemented for fiscal year 2017.
- GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits other than Pensions, required to be implemented for the fiscal year 2018.
- Restated beginning net position by a negative \$5.9 million.
- As of June 30, 2018, the County had a net OPEB asset of \$1.4 million.







Knowledge

Quality

Client Service

# Required Communications





# REQUIRED COMMUNICATIONS

<p><b>Auditor's Responsibilities Under Generally Accepted Auditing Standards (GAAS)</b></p>	<p>The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provide for reasonable, rather than absolute, assurance that the financial statements are free of material misstatement. We were engaged to perform our audit in accordance with the standards of the accounting principles generally accepted in the United States of America.</p>	
<p><b>Significant Accounting Policies</b></p>	<p>Management has the responsibility for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by management are described in the notes to the financial statements.</p>	
<p><b>Auditor's Judgments About the Quality of Accounting Principles</b></p>	<p>We discuss our judgments about the quality, not just the acceptability, of accounting principles selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.</p>	<p><i>We have reviewed the significant accounting policies adopted by the County and have determined that these policies are acceptable accounting policies.</i></p>
<p><b>Audit Adjustments</b></p>	<p>We are required to inform the County's oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the entity's financial reporting process. We also are required to inform the County's oversight body about unadjusted audit differences that were determined by management to be individually and in the aggregate, immaterial.</p>	<p><i>There were no recorded or unadjusted audit adjustments for the County's audit.</i></p>





# REQUIRED COMMUNICATIONS

(CONTINUED)

<b>Fraud and Illegal Acts</b>	We are required to report to the County's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.	<i>Our procedures identified no instances of fraud or illegal acts.</i>
<b>Material Weaknesses in Internal Control</b>	We are required to communicate all significant deficiencies in the County's systems of internal controls, whether or not they are also material weaknesses.	<i>We have not identified any material weaknesses in internal controls.</i>
<b>Other Information in Documents Containing Audited Financial Statements</b>	None.	
<b>Disagreements with Management on Financial Accounting and Reporting Matters</b>	None.	





# REQUIRED COMMUNICATIONS

(CONTINUED)

<b>Serious Difficulties Encountered in Performing the Audit</b>	None.
<b>Major Issues Discussed with Management Prior to Acceptance</b>	None.
<b>Management Representations</b>	We received certain written representations from management as part of the completion of the audit.
<b>Consultation with Other Accountants</b>	To our knowledge, there were no consultations with other accountants since our appointment as the County's independent public accountants.
<b>Independence</b>	As part of our client acceptance process, we go through a process to ensure we are independent of the County. We are independent of the County.
<b>Non-attest Services</b>	We attest with the drafting of the financial statements. All information needed for the financial statements is provided by management.





# REQUIRED COMMUNICATIONS

## (CONTINUED)

### **Our Responsibility Related to Fraud**

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

### **Examples of Procedures Performed**

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





# RESPONSIBILITY FOR MITIGATING FRAUD



## External Auditor:

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

## Management:

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

## Audit Committee:

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





# REQUIRED COMMUNICATIONS – FRAUD



## Opportunity

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

## Pressure

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

## Rationalization

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





Knowledge

Quality

Client Service

# Meeting Your Expectations



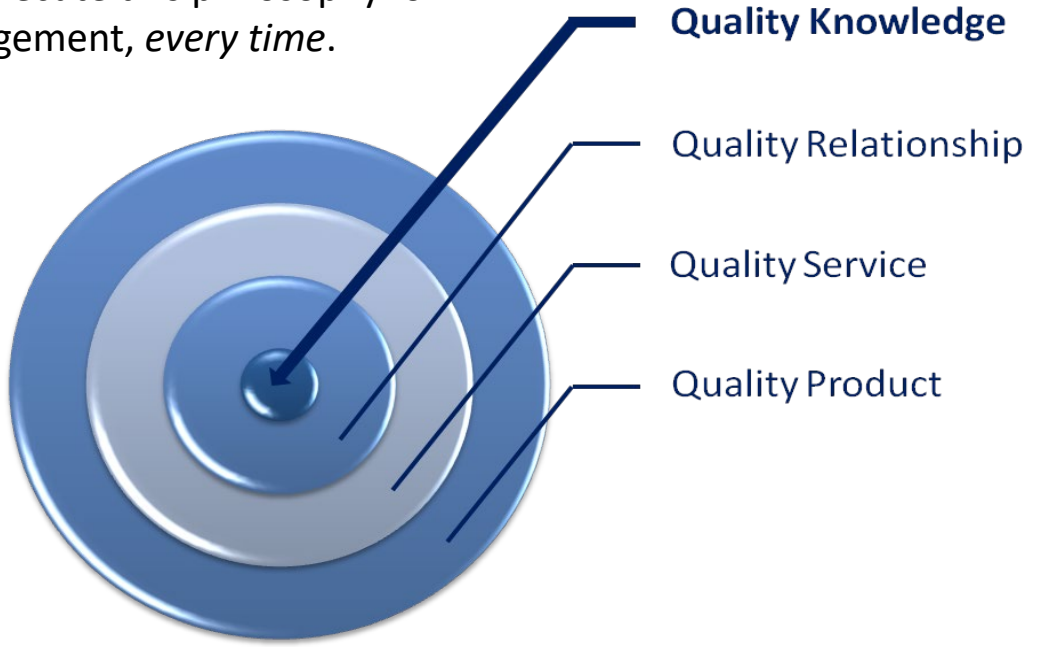




# SBC'S SERVICE PLEDGE TO YOU

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

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



Knowledge • Quality • Client Service





# ENGAGEMENT TEAM CONTACT INFORMATION



**William Seymour**  
*Client Service Partner*

Office: (410) 584-1404  
Mobile: (443) 220-4401  
wseymour@sbandcompany.com

Executive Assistant:  
April Campagna  
Office: (410) 584-9303  
Email: acampagna@sbandcompany.com



**Chris Lehman**  
*Engagement Partner*

Office: (410) 584-2201  
Mobile: (301) 785-7408  
clehman@sbandcompany.com

Executive Assistant:  
April Campagna  
Office: (410) 584-9303  
Email: acampagna@sbandcompany.com



# SB & COMPANY, LLC



Knowledge · Quality · Client Service

**Baltimore Office:**

200 International Circle  
Suite 5500  
Hunt Valley, MD 21030  
410.584.0060

**Washington, DC Office:**

1299 Pennsylvania Ave., NW  
Suite 1120  
Washington, DC 20004  
202.803.2335

**Philadelphia Office:**

1500 Market Street  
12th Floor, East Tower  
Philadelphia, PA 19102  
215.665.5749

**Richmond Office:**

6802 Paragon Place  
Suite 410  
Richmond, VA 23230  
804.441.6000

**South Florida Office:**

4000 Hollywood  
Suite 555-S  
Hollywood, FL 33021  
954.843.3477



Open Session Item

**SUBJECT:** Diakon Refunding (Conduit Debt)

**PRESENTATION DATE:** November 27, 2018

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

**RECOMMENDED MOTION:** Consensus to move forward with the refunding process of the 2014C Note for Diakon Lutheran Social Ministries.

**REPORT-IN-BRIEF:** On 04/29/2014, the County issued its \$18,798,000 County Commissioners of Washington County Revenue Note, Series C of 2014 (Diakon Lutheran Social Ministries Project) (the “2014C Note”) and loaned the proceeds thereof to Diakon Lutheran Social Ministries. This was a conduit debt issue and not the responsibility of the County to repay. With interest rates rising, Diakon is looking to refund the debt with fixed rate bonds.

**DISCUSSION:** Proceeds of the 2014C Note were used to refund certain economic development revenue bonds issued by the County in 2003, the proceeds of which were also loaned to Diakon. The 2003 bonds financed, reimbursed or refinanced costs of capital improvements undertaken by Diakon at two facilities: (i) Diakon Lutheran Senior Living – Hagerstown, the Ravenwood Campus, at 1183 Luther Drive, Hagerstown, MD 21740 and (ii) Diakon Lutheran Senior Living – Hagerstown, the Robinwood Campus, located at 19800 Tranquility Circle, Hagerstown, MD 21742.

The existing debt is variable rate debt. In this rising rate environment, Diakon is looking to refund the 2014C Note with fixed rate bonds. As with the 2014C Note, any new bonds/notes will be limited obligations of the County and are NOT backed by the County’s pledge of its full faith and credit and taxing power. As is the case in conduit financings, the borrower will be responsible for paying all costs of issuance, including the County’s Bond Counsel fees/expenses, whether or not the financing closes.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** N/A

**ALTERNATIVES:** Not participate in the refunding

**ATTACHMENTS:** None

**AUDIO/VISUAL NEEDS:** None



---

Open Session Item

**SUBJECT:** Approval to Terminate Cooperative Agreement and Approval to Change Funding Source

**PRESENTATION DATE:** November 27, 2018

**PRESENTATION BY:** Stephanie Lapole, Senior Grant Manager, Office of Grant Management and Eric Seifarth, Rural Preservation Administrator, Department of Planning & Zoning

**RECOMMENDED MOTION:** Move to approve the termination of the Cooperative Agreement with the National Resource Conservation Service (NRCS) and approve the change of funding source from NRCS to the Department of Natural Resources (DNR).

**REPORT-IN-BRIEF:** Based upon the inability to utilize Agricultural Conservation Easement Program (ACEP) funding, DNR has agreed to purchase two qualifying easements with 100% Rural Legacy funds.

**DISCUSSION:** On October 6, 2015, the Board approved the acceptance of the award for ACEP funding in the amount of \$760,000. There was a 50/50 match requirement associated with the grant. Rural Legacy funding was approved to be utilized as the required match. After three years, two properties qualified for ACEP; however, NRCS and DNR could not reconcile on easement language. The total cost for the two pending projects that DNR has agreed to purchase is \$1,198,130.35.

**FISCAL IMPACT:** Washington County has been awarded \$2,388,000 for FY19. Funds for the two projects will be drawn from the FY19 award.

**CONCURRENCES:** Stephen Goodrich, Director, Department of Planning & Zoning, Susan Buchanan, Director, Office of Grant Management and Kirk C. Downey, Interim County Attorney

**ALTERNATIVES:** Deny termination of Cooperative Agreement and acceptance of Rural Legacy funding

**ATTACHMENTS:** N/A

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



Agenda Report Form

---

Open Session Item

**SUBJECT:** Hagerstown Eastern Panhandle Metropolitan Planning Organization - Approval to Accept Awarded Funding

**PRESENTATION DATE:** November 27, 2018

**PRESENTATION BY:** Stephanie Lapole, Senior Grant Manager, Office of Grant Management, Jill Baker, Deputy Director, Department of Planning & Zoning, and Matt Mullenax, Director, Metropolitan Planning Organization

**RECOMMENDED MOTION:** Move to approve the acceptance of the award from the West Virginia Department of Transportation in the amount of \$150,000.

**REPORT-IN-BRIEF:** The Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) was officially established on July 1, 1996 as a re-designation/expansion of the Hagerstown Urbanized Area Metropolitan Planning Organization. The HEPMPO is established to conduct regional transportation planning for the federally designed tri-state planning area. The HEPMPO has the responsibility to implement the federal requirements relating to Metropolitan Planning as set forth in the Code of Federal Regulations (CFR).

**DISCUSSION:** West Virginia Department of Transportation has approached the MPO to collaborate on a marketing study for the MARC transit line in West Virginia. There is no match requirement for the project.

**FISCAL IMPACT:** Washington County will not see a fiscal impact from this award.

**CONCURRENCES:** Stephen Goodrich, Director, Department of Planning & Zoning and Susan Buchanan, Director, Office of Grant Management

**ALTERNATIVES:** Deny acceptance of the award

**ATTACHMENTS:** N/A

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



## Agenda Report Form

### Open Session Item

**SUBJECT:** Construction Bid Award – Colonel Henry K. Douglas Drive Extended

**PRESENTATION DATE:** November 27, 2018

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

**RECOMMENDED MOTION:** Move to conditionally award the bid for the Colonel Henry K. Douglas Drive Extended contract to the lowest responsive, responsible bidder, David H. Martin Excavating, Inc. of Chambersburg, PA for the amount of \$2,739,113.30. Conditional award is based on receiving concurrence in award from State Highway Administration(SHA)/Federal Highway Administration(FHWA).

**REPORT-IN-BRIEF:** The project was advertised in The Herald Mail, on the County's web site, and on the State of Maryland's website, e-Maryland Marketplace. Four (4) bids were received on Wednesday, November 7, 2018 as listed below and on the attached Bid Tabulation.

<u>Contractor:</u>	<u>Total Bid</u>
David H. Martin Excavating, Inc.	\$2,739,113.30
Fayetteville Contractors, Inc.	\$3,019,487.15
Excavating Associates	\$3,137,719.28
Kinsley Construction	\$4,296,714.40

The bids were evaluated and the low bid from David H. Martin Excavating, Inc. is in order pending concurrence in award. The engineer's estimate for this work is \$3,300,000.

**DISCUSSION:** The project will extend Colonel Henry K. Douglas Drive approximately 1,400 linear feet east from Sharpsburg Pike (MD65) and connect with Bushwillow Way. The work will include construction of a closed section four lane roadway (two lanes in each direction with a median). An ADA accessible sidewalk will be constructed on the north side of the roadway. Other work includes grading, paving, signal upgrades, and stormwater management.

Colonel Henry K. Douglas Drive Extended is a planned connection between Sharpsburg Pike (MD65) and Bushwillow Way and the connection has been identified as an essential link for economic development. This is a 300 consecutive calendar day contract and the project is tentatively scheduled to start in mid-January. The bid documents include Liquidated Damages in the amount of \$500.00 per calendar day for work beyond the completion date.

**FISCAL IMPACT:** This is a budgeted Capital Improvement Plan (CIP) project (RDI067). Total expenses in the construction phase of the project are estimated at \$2,989,113.30 including \$2,739,113.30 for the proposed bid award, \$150,000 for inspection/testing, and \$100,000 for

construction contingency. This is an Appalachian Regional Commission (ARC) federal aid project and the County is receiving a \$2,000,000 grant for this project.

**CONCURRENCES:** SHA/FHWA (pending)

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Bid Tabulation, Aerial Map

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



BIDS RECEIVED: Wednesday, November 7, 2018  
2:00 P.M.  
Hagerstown, MD 21740

**BID TABULATION**  
Colonel Henry K. Douglas Drive Extension, Phase I & II  
RD-CD-269-10  
SHA CONTRACT NO. WA460ZM1  
FAP NO. APL-3(513)N

Washington County Commissioners  
Annex Building  
80 W. Baltimore Street  
Hagerstown, MD 21740




Length of Contract: 300 Calendar Days

Unit No.	Item	Unit	Approx. Quantity	David H. Martin, Inc		Fayetteville Contractors, Inc		Excavating Associates		Kinsley Construction	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1001	Clearing and Grubbing	LS	1	\$4,800.00	\$4,800.00	\$ 49,912.00	\$ 49,912.00	\$ 46,015.00	\$ 46,015.00	\$ 12,400.00	\$ 12,400.00
1002	Type B Engineers Office	LS	1	\$27,400.00	\$27,400.00	\$ 35,035.00	\$ 35,035.00	\$ 16,420.00	\$ 16,420.00	\$ 54,250.00	\$ 54,250.00
1003	Maintenance of Traffic	LS	1	\$5,300.00	\$5,300.00	\$ 1,579.00	\$ 1,579.00	\$ 32,900.00	\$ 32,900.00	\$ 24,500.00	\$ 24,500.00
1004	Temporary Concrete Traffic Barrier for MOT	LF	135	\$16.10	\$2,173.50	\$ 25.15	\$ 3,395.25	\$ 95.20	\$ 12,852.00	\$ 92.60	\$ 12,501.00
1005	Reflective Barrier Markers and Vertical Panels	EA	10	\$85.05	\$850.50	\$ 66.30	\$ 663.00	\$ 103.80	\$ 1,038.00	\$ 136.25	\$ 1,362.50
1006	Temporary Traffic Signs	SF	114	\$28.05	\$3,197.70	\$ 28.50	\$ 3,249.00	\$ 26.50	\$ 3,021.00	\$ 27.25	\$ 3,106.50
1007	Temporary Crash Cushion Sand Filled Plastic Barrels	EA	7	\$512.45	\$3,587.15	\$ 503.50	\$ 3,524.50	\$ 337.00	\$ 2,359.00	\$ 245.25	\$ 1,716.75
1008	Drums for Maintenance of Traffic	EA	17	\$73.40	\$1,247.80	\$ 98.50	\$ 1,674.50	\$ 133.00	\$ 2,261.00	\$ 82.85	\$ 1,408.45
1009	Type III Barricade for Maintenance of Traffic	EA	3	\$280.15	\$840.45	\$ 365.00	\$ 1,095.00	\$ 396.00	\$ 1,188.00	\$ 272.50	\$ 817.50
1010	Type III Barricade - Permanent	EA	4	\$280.15	\$1,120.60	\$ 440.00	\$ 1,760.00	\$ 478.50	\$ 1,914.00	\$ 654.00	\$ 2,616.00
1011	Temporary Orange Construction Fence	LF	500	\$2.00	\$1,000.00	\$ 5.00	\$ 2,500.00	\$ 5.25	\$ 2,625.00	\$ 5.45	\$ 2,725.00
1012	Construction Stakeout	LS	1	\$18,820.00	\$18,820.00	\$ 21,854.00	\$ 21,854.00	\$ 70,370.00	\$ 70,370.00	\$ 35,200.00	\$ 35,200.00
1013	Mobilization	LS	1	\$70,930.00	\$70,930.00	\$ 130,198.00	\$ 130,198.00	\$ 225,352.00	\$ 225,352.00	\$ 140,000.00	\$ 140,000.00
1014	Type A Critical Path Construction Schedule	LS	1	\$13,445.00	\$13,445.00	\$ 11,885.00	\$ 11,885.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00
1015	As-Built Drawings	LS	1	\$5,075.00	\$5,075.00	\$ 5,330.00	\$ 5,330.00	\$ 13,700.00	\$ 13,700.00	\$ 4,100.00	\$ 4,100.00
2001	Unclassified Excavation	CY	19950	\$15.16	\$302,442.00	\$ 18.00	\$ 359,100.00	\$ 10.00	\$ 199,500.00	\$ 40.45	\$ 806,977.50
2002	Common Borrow	CY	3650	\$15.80	\$57,670.00	\$ 16.00	\$ 58,400.00	\$ 24.40	\$ 89,060.00	\$ 42.25	\$ 154,212.50
2003	Test Pit Excavation	CY	20	\$71.00	\$1,420.00	\$ 43.85	\$ 877.00	\$ 60.90	\$ 1,218.00	\$ 195.00	\$ 3,900.00
2004	Contingent: Unsuitable Material	CY	7000	\$28.20	\$197,400.00	\$ 11.20	\$ 78,400.00	\$ 10.81	\$ 75,670.00	\$ 30.50	\$ 213,500.00
2005	Contingent: Geosynthetic Stabilized Subgrade using Graded Aggregate Base	CY	3700	\$34.20	\$126,540.00	\$ 47.05	\$ 174,085.00	\$ 31.40	\$ 116,180.00	\$ 56.55	\$ 209,235.00
2006	Contingent: Geotextile Class ST	SY	1000	\$1.20	\$1,200.00	\$ 3.00	\$ 3,000.00	\$ 2.65	\$ 2,650.00	\$ 2.80	\$ 2,800.00
2007	Contingent: Geogrid	SY	1000	\$2.20	\$2,200.00	\$ 7.60	\$ 7,600.00	\$ 3.67	\$ 3,670.00	\$ 3.85	\$ 3,850.00
3001	AASHTO No 57 Aggregate	CY	1050	\$31.00	\$32,550.00	\$ 74.50	\$ 78,225.00	\$ 40.64	\$ 42,672.00	\$ 78.00	\$ 81,900.00
3002	6 Inch Perforated PVC Drain Pipe	LF	2540	\$21.50	\$54,610.00	\$ 28.00	\$ 71,120.00	\$ 11.85	\$ 30,099.00	\$ 27.20	\$ 69,088.00
3003	15 Inch Polypropylene Pipe	LF	344	\$44.25	\$15,222.00	\$ 76.50	\$ 26,316.00	\$ 39.00	\$ 13,416.00	\$ 82.65	\$ 28,431.60
3004	18 Inch Polypropylene Pipe	LF	277	\$52.50	\$14,542.50	\$ 97.00	\$ 26,869.00	\$ 63.00	\$ 17,451.00	\$ 95.65	\$ 26,495.05
3005	24 Inch Polypropylene Pipe	LF	438	\$66.50	\$29,127.00	\$ 82.50	\$ 36,135.00	\$ 67.50	\$ 29,565.00	\$ 118.60	\$ 51,946.80
3006	36 Inch Polypropylene Pipe	LF	280	\$98.50	\$27,580.00	\$ 158.00	\$ 44,240.00	\$ 97.10	\$ 27,188.00	\$ 181.10	\$ 50,708.00
3007	Open Back COG - 10 Ft	EA	1	\$7,810.00	\$7,810.00	\$ 5,942.00	\$ 5,942.00	\$ 5,449.00	\$ 5,449.00	\$ 10,000.00	\$ 10,000.00
3008	COS Shallow Inlet - 10 Ft	EA	1	\$5,295.00	\$5,295.00	\$ 3,529.00	\$ 3,529.00	\$ 4,412.00	\$ 4,412.00	\$ 6,850.00	\$ 6,850.00
3009	COS Inlet - 10 Ft	EA	2	\$5,750.00	\$11,500.00	\$ 4,232.00	\$ 8,464.00	\$ 4,575.00	\$ 9,150.00	\$ 6,665.00	\$ 13,330.00
3010	COG Inlet - 10 Ft	EA	5	\$6,125.00	\$30,625.00	\$ 4,545.00	\$ 22,725.00	\$ 5,121.40	\$ 25,607.00	\$ 7,350.00	\$ 36,750.00
3011	Type K Inlet - Single	EA	1	\$3,550.00	\$3,550.00	\$ 3,175.00	\$ 3,175.00	\$ 4,187.00	\$ 4,187.00	\$ 5,935.00	\$ 5,935.00
3012	72 Inch Diameter Storm Drain Manhole	EA	3	\$5,390.00	\$16,170.00	\$ 5,370.00	\$ 16,110.00	\$ 7,736.00	\$ 23,208.00	\$ 8,140.00	\$ 24,420.00
3013	48 Inch Square Standard Shallow Manhole	EA	1	\$3,380.00	\$3,380.00	\$ 3,159.00	\$ 3,159.00	\$ 4,525.00	\$ 4,525.00	\$ 6,280.00	\$ 6,280.00
3014	Standard 24" Concrete End Section	EA	1	\$1,030.00	\$1,030.00	\$ 1,219.00	\$ 1,219.00	\$ 881.00	\$ 881.00	\$ 1,660.00	\$ 1,660.00
3015	Standard 36" Concrete End Section	EA	1	\$1,990.00	\$1,990.00	\$ 2,246.00	\$ 2,246.00	\$ 1,225.00	\$ 1,225.00	\$ 1,890.00	\$ 1,890.00
3016	Cast in Place Concrete Weir (Mix No. 2)	CY	1	\$995.00	\$995.00	\$ 1,369.00	\$ 1,369.00	\$ 1,080.00	\$ 1,080.00	\$ 1,825.00	\$ 1,825.00
3017	Filter Dike	TON	16	\$66.25	\$1,060.00	\$ 280.50	\$ 4,488.00	\$ 68.00	\$ 1,088.00	\$ 125.50	\$ 2,008.00
3018	Silt Fence	LF	905	\$2.25	\$2,036.25	\$ 4.00	\$ 3,620.00	\$ 4.00	\$ 3,620.00	\$ 5.20	\$ 4,706.00
3019	Standard Inlet Protection	EA	1	\$155.00	\$155.00	\$ 412.00	\$ 412.00	\$ 330.00	\$ 330.00	\$ 436.00	\$ 436.00
3020	Curb Inlet Protection	EA	9	\$147.75	\$1,329.75	\$ 390.00	\$ 3,510.00	\$ 397.00	\$ 3,573.00	\$ 370.60	\$ 3,335.40
3021	Stabilized Construction Entrance	EA	1	\$1,410.00	\$1,410.00	\$ 1,219.00	\$ 1,219.00	\$ 1,081.00	\$ 1,081.00	\$ 9,590.00	\$ 9,590.00
3022	Super Silt Fence	LF	680	\$8.10	\$5,508.00	\$ 10.25	\$ 6,970.00	\$ 10.70	\$ 7,276.00	\$ 10.35	\$ 7,038.00
3023	Contingent: 24 Inch Clear Water Diversion	LF	200	\$15.90	\$3,180.00	\$ 77.50	\$ 15,500.00	\$ 33.05	\$ 6,610.00	\$ 50.00	\$ 10,000.00
3024	Diversion Fence	LF	555	\$19.50	\$10,822.50	\$ 12.50	\$ 6,937.50	\$ 11.60	\$ 6,438.00	\$ 11.70	\$ 6,493.50
3025	Contingent: Flowable Fill	CY	200	\$165.60	\$33,120.00	\$ 160.00	\$ 32,000.00	\$ 180.00	\$ 36,000.00	\$ 226.25	\$ 45,250.00
3026	Riprap Slope and Channel Protection	SY	81	\$41.30	\$3,345.30	\$ 45.50	\$ 3,685.50	\$ 65.00	\$ 5,265.00	\$ 110.10	\$ 8,918.10
4001	Mix No. 2 Concrete for Retaining Wall Leveling Pad	CY	35	\$295.00	\$10,325.00	\$ 300.00	\$ 10,500.00	\$ 383.40	\$ 13,419.00	\$ 599.50	\$ 20,982.50
4002	Mix No. 6 Concrete for Retaining Wall	CY	195	\$203.75	\$39,731.25	\$ 268.00	\$ 52,260.00	\$ 364.00	\$ 70,980.00	\$ 545.00	\$ 106,275.00
4003	Precast Modular Block Retaining Wall System	SF	3324	\$40.40	\$134,289.60	\$ 49.00	\$ 162,876.00	\$ 42.75	\$ 142,101.00	\$ 87.25	\$ 290,019.00
5001	Graded Aggregate Base - 12 Inch Depth	SY	6850	\$9.95	\$68,157.50	\$ 12.00	\$ 82,200.00	\$ 17.40	\$ 119,190.00	\$ 14.35	\$ 98,297.50
5002	Hot Mix Asphalt Superpave Surface 12.5mm PG64H-22	Ton	1700	\$85.85	\$145,945.00	\$ 72.67	\$ 123,539.00	\$ 80.50	\$ 136,850.00	\$ 92.60	\$ 157,420.00
5003	Hot Mix Asphalt Superpave Base 19mm PG64S-22	Ton	1900	\$73.85	\$140,315.00	\$ 64.35	\$ 122,265.00	\$ 69.20	\$ 131,480.00	\$ 84.10	\$ 159,790.00
5004	Price Adjustment for Asphalt Binder	EA	30000	\$1.00	\$30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
5005	Price Adjustment for Pavement Density	EA	15000	\$1.00	\$15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
5006	Price Adjustment for Asphalt Mix	EA	15000	\$1.00	\$15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
5007	Porous Asphalt (Open Graded Friction Course) 9.5mm Surface	Ton	700	\$118.35	\$82,845.00	\$ 98.93	\$ 69,251.00	\$ 110.90	\$ 77,630.00	\$ 144.55	\$ 101,185.00
5008	Porous Asphalt (Open Graded Friction Course) 19mm Base	Ton	1375	\$88.85	\$122,168.75	\$ 83.50	\$ 114,812.50	\$ 83.24	\$ 114,455.00	\$ 108.55	\$ 149,256.25
5009	Porous Asphalt #57 Stone for Choker Layer	CY	435	\$47.00	\$20,445.00	\$ 54.00	\$ 23,490.00	\$ 62.80	\$ 27,318.00	\$ 58.80	\$ 25,578.00
5010	Porous Asphalt #2 Stone Base Reservoir	CY	2225	\$40.15	\$89,333.75	\$ 41.00	\$ 91,225.00	\$ 50.40	\$ 112,140.00	\$ 55.70	\$ 123,932.50
5011	Porous Asphalt Geotextile PE Type I	SY	6000	\$1.50	\$9,000.00	\$ 2.25	\$ 13,500.00	\$ 2.21	\$ 13,260.00	\$ 1.85	\$ 11,100.00
5012	Porous Asphalt Geotextile MD Class ST	SY	600	\$2.05	\$1,230.00	\$ 3.00	\$ 1,800.00	\$ 3.74	\$ 2,244.00	\$ 3.65	\$ 2,190.00
5013	2 Inch Mill	SY	120	\$12.90	\$1,548.00	\$ 11.10	\$ 1,332.00	\$ 12.10	\$ 1,452.00	\$ 38.00	\$ 4,560.00
5014	HMA for Wedge and Level	Ton	20	\$87.45	\$1,749.00	\$ 121.15	\$ 2,423.00	\$ 81.90	\$ 1,638.00	\$ 169.10	\$ 3,382.00
5015	Saw Cuts	LF	135	\$2.70	\$364.50	\$ 2.75	\$ 371.25	\$ 8.00	\$ 1,080.00	\$ 7.10	\$ 958.50
5016	4 Inch White Thermoplastic Pavement Marking Line	LF	4339	\$1.70	\$7,376.30	\$ 1.10	\$ 4,772.90	\$ 1.60	\$ 6,942.40	\$ 1.35	\$ 5,857.65
5017	4 Inch Yellow Thermoplastic Pavement Marking Line	LF	2660	\$1.70	\$4,522.00	\$ 1.10	\$ 2,926.00	\$ 1.60	\$ 4,256.00	\$ 1.35	\$ 3,591.00
5018	5 Inch White Thermoplastic Pavement Marking Line	LF	866	\$1.80	\$1,558.80	\$ 1.60	\$ 1,385.60	\$ 1.68	\$ 1,454.88	\$ 1.65	\$ 1,428.90
5019	10 Inch Yellow Thermoplastic Pavement Marking Line	LF	105	\$3.95	\$414.75	\$ 9.00	\$ 945.00	\$ 3.80	\$ 399.00	\$ 8.75	\$ 918.75
5020	12 Inch White Thermoplastic Pavement Marking Line	LF	406	\$7.75	\$3,146.50	\$ 10.70	\$ 4,344.20	\$ 7.50	\$ 3,045.00	\$ 10.90	\$ 4,425.40
5021	24 Inch White Thermoplastic Pavement Marking Line	LF	128	\$15.50	\$1,984.00	\$ 21.50	\$ 2,752.00	\$ 14.50	\$ 1,856.00	\$ 21.80	\$ 2,790.40
5022	White Thermoplastic Pavement Marking Legends and Symbols	SF	664	\$20.20	\$13,412.80	\$ 23.50	\$ 15,604.00	\$ 19.00	\$ 12,616.00	\$ 24.00	\$ 15,936.00
5023	Removal of Existing Pavement Line Markings - Any Width	LF	950	\$4.45	\$4,227.50	\$ 6.40	\$ 6,080.00	\$ 6.60	\$ 6,270.00	\$ 6.55	\$ 6,222.50
6001	Pervious Concrete Sidewalk	SF	7914	\$12.20	\$96,550.80	\$ 10.25	\$ 81,118.50	\$ 19.50	\$ 154,323.00	\$ 10.20	\$ 80,722.80
6002	Type A Concrete Curb and Gutter	LF	2489	\$16.85	\$41,939.65	\$ 22.75	\$				

# Future Colonel Henry K. Douglas Drive



## Legend

-  - Future Colonel H.K Douglas Drive
-  - Parcel Boundaries
-  - Stream / Tributaries

0 125 250 375 500 Feet



## Agenda Report Form

### Open Session Item

**SUBJECT:** Sole Source Procurement (PUR-1405) – Three (3) Portable Transport Ventilators for the Division of Emergency Services (DES)

**PRESENTATION DATE:** November 27, 2018

**PRESENTATION BY:** Rick F. Curry, CPPO, Director, Purchasing Department, and David Chisholm, Assistant Director, Emergency Management, Division of Emergency Services (DES)

**RECOMMENDED MOTION:** Move to authorize a sole source procurement of three (3) Portable Transport Ventilators units for use by DES in the amount of \$17,061.00 per unit (approximate shipping cost of \$110.00) for a total cost of \$51,293.00 from CareFusion 203, Inc. of Yorba Linda, CA based on its proposal dated August 30, 2018.

**REPORT-IN-BRIEF:** A request was received from DES regarding procurement of three (3) portable transport ventilators. DES wishes to apply Sections 1-106.2(a)(1) & (2) of the Code of Local Public Laws of Washington County, Maryland, to the procurement requested. These sections state that a sole source procurement is authorized and permissible when: (1) Only one source exists that meets the County's requirements and (2) The compatibility of equipment, accessories, or replacement parts is the paramount consideration.

The ventilator is a complex medical unit designed to support non-breathing patients. It is imperative that the Advance Life Support (ALS) personnel be familiar with all aspects of the unit to include setup and troubleshooting. There is currently one (1) Revel unit in use in the County; to introduce a different type of unit would require that ALS personnel be trained on multiple units, which could lead to confusion and poor patient outcome. In the event of a failure, the compatibility of equipment would allow the switching of ventilators without having to switch out breathing circuits. The purchase of these ventilators would also streamline the purchase of disposable supplies.

This request requires the approval of four of the five Commissioners in order to proceed with a sole source procurement. If approved, the following remaining steps of the process will occur as outlined by the law: 1) Not more than ten (10) days after the execution and approval of a contract under this section, the procurement agency shall publish notice of the award in a newspaper of general circulation in the County and 2) An appropriate record of the sole source procurement shall be maintained as required.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds in the amount of \$51,000.00 are available in Capital Improvement Program (CIP) account GRT150. The remaining \$293.00 will be charged to the department's operating account 525030-10-11520 for the purchase of the units.

**CONCURRENCES:** R. David Hays, Director, Division of Emergency Services

**ALTERNATIVES:** N/A

**ATTACHMENTS:** CareFusion 203, Inc. proposal dated August 30, 2018.

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



# Respiratory Products Proposal



The new approach



to Respiratory Care



## Quote 2018-61044

Prepared for: David Chisholm, Assistant Director - EMS  
Washington County Emergency Services  
Williamsport, MD  
(240) 313-4367  
dchisholm@washco-md.net

Prepared by:  
Denny Wimer  
CareFusion Respiratory Technologies  
(717) 701-0507  
wimerda@aol.com





## Price Quotation

**Customer:** Washington County Emergency Services

**Quotation Number:** 2018-61044

16232 Elliott Parkway  
Williamsport, MD 21795

Quote Date: 8/30/2018  
Quote Expiration: 12/31/2018

Attn: David Chisholm, Assistant  
Director - EMS

Product	Description	Qty	List Price Each	Unit Price	Extended Price
Configure ReVel					
19260-001	ReVel, PTV Includes: Main Battery, Power Adapter with Power Cord, Oxygen (O2) hose, Carrying Case, O2 Sensor Cable, O2 Sensor O2 Tee, Operator's Manual	3	\$25,125.00	\$16,110.00	\$48,330.00
Additional					
13955-001	PTV desktop battery charger with 110 VAC power cord (batteries not included)	3	\$570.00	\$405.00	\$1,215.00
Additional					
13908-001	ASSY, BATTERY, MAIN, PKGD, ENG	3	\$387.00	\$270.00	\$810.00
Additional					
11466	TEST LUNG KIT	3	\$190.00	\$171.00	\$513.00
Additional					
14858-001	CIRC, SPU, W/O PEEP, ELBOW, ADULT	3	\$140.00	\$105.00	\$315.00

Total List Price: \$79,236.00  
 Total Line Item Discounts: \$28,053.00  
 Total Discount Percent: 35.4%  
**Total Price: \$51,183.00**

**Sales notes:** \_\_\_\_\_

Approximate UPS Ground Shipping Cost is \$110.00

Terms: Net 30 days / FOB: FOB Origin, prepay and add

The prices quoted above are from the listed price list if the part number is on contract, or a discount from list price, or list price. Some prices quoted above may be a price concession that is not on any specific pricing schedule or GPO/customer specific contract.



## Price Quotation

**Customer:** Washington County Emergency Services

**Quotation Number:** 2018-61044

### To place a Purchase order

---

Please fax or email a signed copy of this quote along with your purchase order unless noted otherwise by your sales consultant. Also reference the CareFusion Quotation Number located at the top of this form on your PO.

E-mail: [ACVentCare@vyaire.com](mailto:ACVentCare@vyaire.com)

Fax: (763) 398-8403

Mailing Address: **CareFusion 203, Inc.**  
Order Administration  
17400 Medina Road, Suite 100  
Minneapolis, MN 55447



- 1. Quotation/Purchase Agreement; Effective Date; Product.** This Quotation/Purchase Agreement is comprised of the terms and pricing set forth in this document, including these Terms and Conditions (this "Agreement"). Customer acceptance of this Agreement is expressly limited to the terms of this Agreement. The "Effective Date" of this Agreement shall be the date set forth at the top of the first page of this Agreement. "Product" means each CareFusion product and/or service identified in this Agreement.
- 2. Performance.** Each Party shall bear the cost of the Party's performance of this Agreement. Each Party shall comply with all federal and state laws and regulations applicable to the Party's performance of this Agreement.
- 3. Purchase Orders; Minimum Order.** Any terms stated in, or otherwise provided in connection with, a Customer purchase order ("Purchase Order") that are in addition to or conflict with this Agreement shall have no force or effect. No Purchase Order shall be less than \$75.00.
- 4. Delivery.** Except as set forth in any applicable group purchasing organization agreement or above in this Agreement, CareFusion shall: (i) deliver Products to Customer at CareFusion's shipping dock as soon as commercially reasonable after complete execution of this Agreement; and (ii) arrange carriage of the Products on Customer's behalf from CareFusion's shipping dock to Customer's facility and, in that case, Customer shall pay CareFusion the freight charges CareFusion incurs to ship the Products.
- 5. Risk of Loss.** From the time CareFusion delivers a Product until Customer pays for the Product in full, Customer shall be responsible for any loss of or damage to the Product from any cause ("Loss") except for Loss caused by CareFusion's negligence.
- 6. Acceptance.** A Product will be deemed accepted by Customer upon delivery or upon completion of the applicable CareFusion implementation services, provided that such Product functions substantially in accordance with the specifications of its Operating Manual (defined below). Customer may reject a Product only if the Product fails to function substantially in accordance with the specifications of its Operating Manual.
- 7. Payment Terms.** After CareFusion delivers a Product (or completes performance, if the Product is a service), CareFusion shall deliver an invoice to Customer that identifies and states the price for each Product. For sales within the United States, Customer shall pay the price stated for Products within thirty (30) days after CareFusion delivers such invoice to Customer. For sales outside the United States, Customer shall pay the price stated for Products within thirty (30) days after CareFusion delivers such invoice to Customer.
- 8. Taxes.** Prices and fees stated for Products do not include any taxes, if applicable. Customer shall pay when due any sales, property or other taxes or other assessments of any kind (other than any tax based solely on CareFusion's net income) and related interest and penalties arising from Customer's acquisition or possession of the Products.
- 9. Operating Manual.** If applicable, CareFusion shall deliver to Customer, solely for Customer's internal use, one (1) copy of the then-current operating manual ("Operating Manual") for each Product. Customer shall not reproduce any Operating Manual.
- 10. Limited Warranty.** Each Product shall perform in accordance with the material specifications of the Product's Operating Manual (the "Limited Warranty"). If a Product fails to perform in accordance with the Limited Warranty because of a defect in workmanship or material, then, as Customer's sole remedy (not limiting any right to indemnification pursuant to Sections 15 and 17), CareFusion shall promptly repair or replace, at CareFusion's option, the Product, or any part thereof. **EXCEPT FOR THE LIMITED WARRANTY STATED IN THIS SECTION, CAREFUSION DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The Limited Warranty does not apply to any Product that: (i) has been modified, repaired or altered, except by CareFusion; (ii) has not been properly installed, used, handled, operated or maintained in accordance with any handling or operating instructions provided by CareFusion; or (iii) has been subjected to physical or electrical stress, misuse, abuse, negligence, accidents or causes beyond CareFusion's reasonable control.
- 11. Restriction on Use of Products.** Customer shall use each Product only: (i) for Customer's internal use; (ii) in the manner described in the Product's Operating Manual; and (iii) in accordance with applicable laws and regulations. Customer shall not install or use on a Product any software other than software licensed from CareFusion for use with that Product. Customer shall not remove or alter any tags, labels or identifying markings placed by, or on behalf of, CareFusion on any Products or packaging.
- 12. Returned Goods Authorization.** Customer shall request, and CareFusion shall then provide, a Returned Goods Authorization number for a Product prior to Customer delivering that Product to CareFusion for warranty or repair services pursuant to this Agreement.
- 13. Product Software.** "Product Software" means all CareFusion-owned software, (e.g. application software, embedded and/or integrated software, interface software, custom drivers), and "Third Party Software" is any software distributed with the Products owned by a third party for which there is no separate license agreement between you and the owner of the Third Party Software (collectively the "Software"). CareFusion is not selling any Software and all title and intellectual property rights in and to the Software is owned by the owner of the Software. CareFusion licenses Software to Customer solely pursuant to the terms of this Agreement; there are no implied rights. Customer shall not: (i) translate, disassemble, decompile, reverse engineer, alter, modify or create any derivative work of any portion of the Software; (ii) make any copies of Software, except for one (1) copy to store for emergency back-up purposes only; or (iii) sell, assign, sublicense, distribute, rent or transfer Software to a third party.
- 14. Decontamination.** Customer shall clean and decontaminate any previously-used Product prior to delivering or tendering that Product to CareFusion to permit CareFusion to perform implementation or repair services.
- 15. Intellectual Property Indemnity.**
  - (a) Notice and Cooperation. Customer shall provide notice in accordance with [Section 27\(c\)](#) to CareFusion promptly after Customer receives actual notice of any demand, claim, suit, or proceeding against Customer that contends that a Product used by Customer consistent with the Operating Manual infringes any United States patent, copyright, trade secret or other proprietary right of a third party (each, an "Infringement Claim"). Customer shall authorize CareFusion to have sole control of the defense and/or settlement of the Infringement Claim. Upon CareFusion's request, Customer shall provide reasonable cooperation in the defense and/or settlement of the Infringement Claim.
  - (b) Indemnity. CareFusion at its expense shall: (i) defend the Infringement Claim; (ii) pay any damages and costs assessed against Customer (or payable by Customer pursuant to a settlement agreement) arising out of the Infringement Claim; and (iii) reimburse Customer for reasonable costs and expenses incurred by Customer to provide the cooperation requested by CareFusion pursuant to [Section 15\(a\)](#) of these General Terms.
  - (c) Indemnity for Injunction. If Customer is enjoined ("Enjoined") from using a Product related to an Infringement Claim, then CareFusion shall immediately use commercially reasonable efforts to dissolve the injunction, replace the Product with a substantially equivalent Product and/or modify the Product so that the Product's use is no longer Enjoined in a manner that does not substantially affect the performance of the Product. If Customer is Enjoined for a period exceeding sixty (60) consecutive days and, if Customer provides notice (the "Election Notice") to CareFusion while Customer is Enjoined, then, within fifteen (15) days after the Election Notice, CareFusion shall take possession of and title to the Product and shall pay Customer the amount of the net Purchase Price or net License Fee paid by Customer for the Product less 1/60th of that net Purchase Price or net License Fee for each calendar month that elapsed between the date the Product was delivered to Customer and the date of the Election Notice.
  - (d) Exclusive Remedy. This [Section 15](#) states Customer's exclusive remedy and CareFusion's total liability to Customer regarding an Infringement Claim.
- 16. Option to Modify.** If CareFusion determines that a Product might infringe any United States patent, copyright, trade secret or other proprietary right of a third party, then CareFusion may, at its option, replace the Product with a substantially equivalent Product or modify the Product in a manner that does not adversely affect the performance or functionality of the Product.
- 17. Indemnification.** Each Party ("Indemnifying Party") shall indemnify and defend the other Party (the "Indemnified Party") against any claims asserted against the Indemnified Party by a third party for losses, injuries, or damages caused by the Indemnifying Party's conduct. In addition, CareFusion shall indemnify and defend Customer against any claim asserted against Customer by a third party based upon a Product that has not been modified other than by or on behalf of CareFusion.

# Terms and Conditions

**18. Exclusion of Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS. This Section shall not limit a Party's right to indemnification from the other Party pursuant to Sections 15 and 17.

**19. Insurance.** CareFusion will maintain: (i) commercial general liability insurance, with per occurrence limits and aggregate limits (including, without limitation, any excess or umbrella coverage) of not less than \$2,000,000 and \$5,000,000, respectively; (ii) Products and Completed Operations insurance, and at Customer's written request naming Customer as an additional insured with per occurrence limits and aggregate limits of not less than \$5,000,000 and \$5,000,000 respectively; (iii) professional errors and omissions insurance that contains cyber liability and privacy notification insurance with per occurrence limits and aggregate limits of not less than \$1,000,000 and \$3,000,000; and (iv) workers' compensation insurance in compliance with statutory requirement and employers' liability insurance in an amount of not less than \$1,000,000 per occurrence. Notwithstanding the foregoing, the Parties understand and agree that CareFusion may self-insure for all or part of the insurance required hereunder. If any of the required policies are written on a claims-made basis, then such policies will be maintained for a period of not less than three (3) years following the termination or expiration of this Agreement.

**20. Default by Customer.** If Customer (i) fails to pay any payment required by this Agreement within ten (10) days after CareFusion delivers notice to Customer that the payment is past due or (ii) fails to cure any other default of this Agreement within thirty (30) days after CareFusion delivers notice to Customer identifying the default, then CareFusion may by notice declare Customer to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, cancel the then-remaining performance of this Agreement and/or repossess any Product for which Customer has not paid CareFusion in full.

**21. Default by CareFusion.** If CareFusion fails to cure a material default of this Agreement within thirty (30) days after Customer delivers notice to CareFusion identifying such default, then Customer may by notice declare CareFusion to be in breach and may elect, to the extent permitted by applicable law and in addition to and without prejudice to any other remedy available at law or equity, to cancel the then-remaining performance of this Agreement, except for payment due for Product delivered to Customer and for which Customer has not paid CareFusion in full.

**22. Proper Reporting of Discounts and Pricing.** The prices under this Agreement may reflect "discounts or other reduction in price" as that term is used in the "safe harbor" regulations in the Medicare/Medicaid Anti-Kickback Statute, 42 C.F.R. § 1001.952(h). The parties hereto shall: (i) comply with all applicable laws and regulations relating to the accounting, application, and proper reporting of discounts and pricing under this Agreement, including but not limited to the requirements of the discount "safe harbor" located at 42 C.F.R. § 1001.952(h); (ii) properly report and appropriately reflect all prices paid under this Agreement net of all discounts as required by applicable laws and regulations, including but not limited to on Medicare, Medicaid and state agency cost reports; and (iii) retain a copy of this Agreement and all other documentation regarding this Agreement, together with the invoices for purchase of products hereunder and shall permit representatives of the U.S. Department of Health & Human Services or any relevant state agency access to such records upon request.

**23. Access to Records.** For a period of four (4) years after CareFusion has performed this Agreement, CareFusion shall make available, upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), or upon request of the Comptroller General of the United States ("Comptroller"), or any of their duly authorized representatives (collectively, the "Requesting Party"), this Agreement, any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to CareFusion pursuant to this Agreement ("Access"). If CareFusion pays a subcontractor more than \$10,000 over a twelve (12) month period to perform any services in connection with this Agreement, then CareFusion shall obligate the subcontractor to permit Access to the Requesting Party.

**24. Confidentiality.** Except as required by law, neither Party shall disclose to a third party the terms of, or issue any public statement regarding, this Agreement without the other Party's prior written approval.

**25. Exclusion.** CareFusion is not excluded from participation from any federally-funded health care program, including Medicare and Medicaid (each, a "Program"). If CareFusion is excluded from any Program, then CareFusion shall immediately deliver notice to Customer and, subject to the satisfaction of any rights then-accrued by the Parties, Customer may elect by notice to cancel any remaining obligations in connection herewith.

**26. Customer Policies.** CareFusion and its employees shall comply with Customer's reasonable security rules, policies and procedures provided in writing and agreed to in advance by CareFusion ("Customer Policies"). Customer will notify CareFusion in writing of any material changes to Customer Policies. Any terms of the Customer Policies that are in addition to or conflict with this Agreement (e.g., terms related to purchase, delivery, payment, or termination) will have no force or effect unless adopted via a written amendment to this Agreement signed by each Party.

## 27. General.

(a) **Force Majeure.** If a Party is reasonably prevented from performing an obligation of this Agreement because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism or other cause beyond the Party's reasonable control (collectively, a "Force Majeure Event"), then that Party shall not be in breach of this Agreement during the period that Party is prevented from performing that obligation, provided that the Party: (i) promptly delivers notice to the other Party identifying the Force Majeure Event; and (ii) immediately uses best efforts to perform the obligation notwithstanding the Force Majeure Event.

(b) **Assignment.** Neither Party may assign any rights or obligations under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that either Party may assign such Party's rights and obligations under this Agreement without the other Party's consent: (i) to an affiliate; or (ii) incident to the transfer of all or substantially all of such Party's business assets in connection with the subject matter of this Agreement.

(c) **Notices.** Any notice from one Party to the other Party related to this Agreement shall be in writing and delivered either by hand, overnight courier or first class mail (certified or registered, return receipt requested, postage prepaid) to the receiving Party's Notice Address stated below. A notice shall be deemed to be given when delivered if by hand or by overnight courier and three days after it is mailed if by certified or registered mail. Either Party may change its Notice Address upon delivery of notice to the other Party.

(d) **Severability; Non-Waiver.** If a court or other body of competent jurisdiction declares any term of this Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect. No right created by this Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.

(e) **Governing Law.** This Agreement shall be governed by the laws of the state identified in Customer's Notice Address below, without regard to that state's conflicts of law provisions.

(f) **Prevailing Party.** If a Party prevails against another Party regarding any claim arising from or related to this Agreement, then the non-prevailing Party shall reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.

(g) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior written and oral agreements, quotes, proposals, bids/bid responses, and understandings between the Parties regarding the subject matter of this Agreement. No changes to this Agreement shall be effective unless in a writing signed by both Parties. Any terms of Customer's Vendor Policies that are in addition to or conflict with this Agreement shall have no force or effect.

**28. Applicable Terms of GPO Agreement.** If a Group Purchasing Organization agreement ("GPO Agreement") is applicable to a Quotation/Purchase Agreement ("QPA") as of the Effective Date of the QPA and if the GPO Agreement states that identified terms of the GPO Agreement are incorporated into the QPA related to that Product, then the identified terms of the GPO Agreement shall be incorporated into the QPA related to that Product and shall supersede any conflicting term or condition applicable to the QPA related to that Product.

# Terms and Conditions

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Agreement.

**[CUSTOMER'S LEGAL NAME]**

\_\_\_\_\_  
Notice Address: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Carefusion 203, Inc.**  
17400 Medina Road, Suite 100  
Minneapolis, MN 55447

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ReVel<sup>®</sup> Ventilator Accessories

Along with the Ventilator the following commonly ordered accessories are available for the ReVel:

Part Number	Description
19270-001	Docking Station, PTV (PTV Docking Station, Protective Cover, Power Cord and Operator's Manual)
13912-001	Stand, Floor, w/Patient Circuit Arm, PTV (PTV Floor Stand, Patient Circuit Support Arm)
13914-001	Basket, PTV Oxygen Cylinder (For use with Floor Stand 13912-001)
12140-001	Arm, Patient Circuit Support
12695-002	PTV Carry Case
24737-001	PTV Transport Bracket, Pole Clamp, Civilian
24736-001	PTV Transport Bracket, Semi-Permanent
19826-001	Filter, PTV Air Inlet
19833-001	Filter, PTV Fan (10 per pkg)
RT041S	F&P Adult Nonvented Full Face Mask (Small)
RT041M	F&P Adult Nonvented Full Face Mask (Medium)
RT041L	F&P Adult Nonvented Full Face Mask (Large)
<b>PTV ReVel Circuits</b>	
14858-001	Patient Circuit w/Elbow, 22mm SPU (10/pkg) w/1.8m x 22mm ID Inspiratory Limb, Wye, Elbow & 61cm x 22mm Expiratory Limb
14859-001	Patient Circuit w/Elbow, 15mm SPU (10/pkg) w/1.8m x 15mm ID Inspiratory Limb, Wye, Elbow & 61cm x 15mm Expiratory Limb
<b>PTV Power Accessories and Batteries</b>	
12103-001	Power Adapter w/Power Cord, 110 VAC, PTV
13908-001	Battery, PTV Main Lithium-Ion
13955-001	Charger, PTV Desktop Battery w/110 VAC Power Cord (Batteries not included)

---

### Customer Service – Parts & Supplies

Toll Free: 800.231.2466

Local: 714.283.1830

Fax: 800.225.4957

3/26/14

# ReVel™ ventilator

Taking portability to higher limits.

The ReVel™ ventilator provides portable ventilation on the fly by offering the critical tools and high-level performance you demand for your pediatric to adult patients in emergency transport.

**The ReVel ventilator empowers you to quickly initiate ventilation from the street, to the stretcher, and across the continuum of care.**

- User interface is based on LTV® series platform, providing ease-of-use and reduced training time
- Weighing only 9 ½ pounds, the ReVel ventilator moves easily with the patient in transport
- Small size and ergonomic design allows for ease-of-mounting in ground and air emergency transport vehicles
- From the initial point of emergency ventilation to the ER, no hand bagging, no disconnection of the patient circuit, just a continuously ventilated patient



CareFusion

### Advancing workflow solutions

- Supports invasive, noninvasive and transport ventilation—reducing training time and simplifying ventilator maintenance
- Extreme miniaturization and modular design means the ReVel ventilator can detach and move with the patient as required
- Independence from wall air for versatility in managing your patient throughout their episode of care
- Hot swappable four-hour battery provides uninterrupted power for extended transport capabilities
- Continuous alternate power options from optional DC automobile adapter, dual desktop battery charger and additional lithium-ion batteries
- Shared technology with the EnVe™ ventilator allows quick transition from emergency transport to ER, ICU docking station and PTM monitor workstations

### Connecting clinicians with actionable information

- Integrated monitoring and clinical tools assist you with managing your patients
- Spontaneous Breathing Trial (SBT) gives you the information to make educated and safe decisions about patient weaning
- Integrated Pulse Oximeter allows monitoring of patient's  $SpO_2$  and pulse rate during transport or in lieu of central monitoring

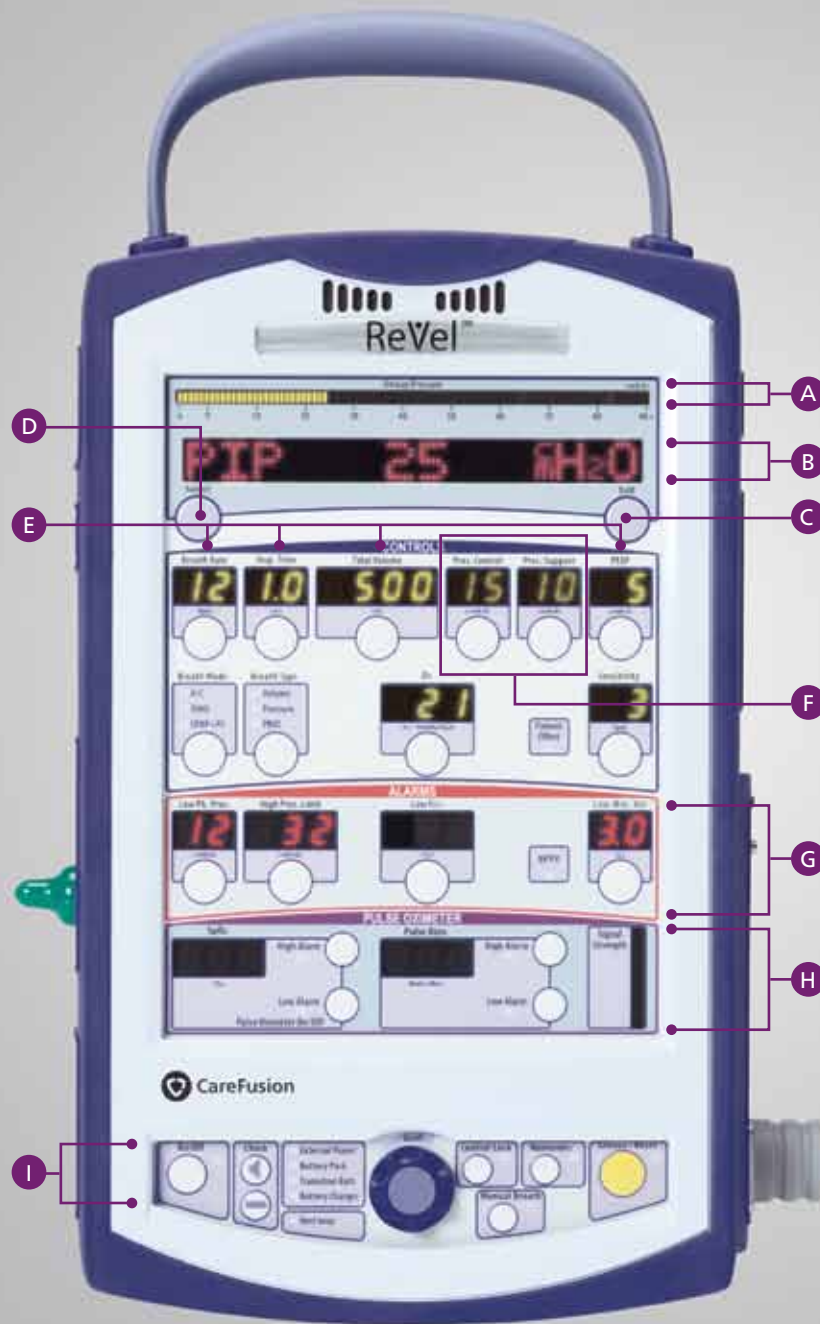
### Empowering clinicians with powerful technology

- The patented ActivCore™ gas delivery system allows a single ventilator to deliver true, high-end critical care ventilation
- High-performance blower technology delivers 180 LPM of flow at 100 cmH<sub>2</sub>O
- Automatic leak compensation in NIV meets your patient's flow demand and comfort needs
- Integrated SBT expedites liberation from invasive ventilation

### PalmTop™ Ventilator docking station

The PalmTop Ventilator docking station supports the ReVel ventilator on either the roll stand or wall mount, and can be strategically placed throughout your facility for power or to start real-time data transfer to networked medical records. The VOXP communication protocol links the ReVel ventilator to monitoring and HIS systems. Through the PalmTop Ventilator Smart Card, all patient trend data can be downloaded to a computer for data analysis.







## ReVel ventilator

Powerful technology for managing high acuity patients as they transport.

- A.** Airway Pressure display: Tracks airway pressure breath by breath
- B.** Display window for notifications, alarm messages and configuration menus
- C.** Exit button for Extended Features
- D.** Select button for patient setup, entering Extended Features and manual scrolling through monitored values
- E.** Highlighted controls are active
- F.** Dimmed controls are not active
- G.** Displays alarms for Low Ppeak, High Pressure, Low  $\text{FIO}_2$ , Low  $\text{Ve}$
- H.** Optional Pulse Oximeter provides efficient integrated monitoring
- I.** Power, scroll knob, power status, control lock, maneuvers, manual breath and alarm silence/reset at your fingertips

 **WARNING:** U.S. Federal Law restricts this device to sale by or on the order of a physician.

 CareFusion  
22745 Savi Ranch Parkway  
Yorba Linda, CA 92887  
800.231.2466 toll-free  
714.283.2228 tel  
714.283.8493 fax

 CareFusion Germany 234 GmbH  
Leibnizstrasse 7  
97204 Hoechberg  
Germany  
+49 931 4972-0 tel  
+49 931 4972-423 fax

[carefusion.com](http://carefusion.com)

© 2011 CareFusion Corporation or one of its subsidiaries. All rights reserved. ActivCore, EnVe, LTV, PalmTop and ReVel are trademarks or registered trademarks of CareFusion Corporation or one of its subsidiaries. RC2902 (0611/4000) L3434 Rev A





# ReVel<sup>®</sup> ventilator specifications

## Transport ventilation

**Breath types** Volume control, pressure control, pressure regulated volume control (PRVC), pressure regulated volume support (PRVS), pressure support (PS), spontaneous

**Breath modes** Assist control, synchronized intermittent mandatory ventilation (SIMV), continuous positive airway pressure (CPAP) plus PS, noninvasive positive pressure ventilation (NPPV), apnea backup

### Physical dimensions

**Size** 11.3" (h) x 7.1" (w) x 3.3" (d) (28.7 cm x 18.0 cm x 8.4 cm)

**Weight** 9.5 lb (4.3 kg)

### Maneuver

Maneuver	Function
Expiratory hold	0–6 sec
Inspiratory hold	0–6 sec

### PTM patient and ventilator data

<b>Waveform</b>	PTM display only
<b>Loop</b>	PTM display only
<b>Trending</b>	24-hr trend of all patient monitors

### Maneuver monitor

Monitor	Range
Auto positive end-expiratory pressure (PEEP)	0–99 cmH <sub>2</sub> O
Delta pressure (dPaw)	1–99 cmH <sub>2</sub> O
Expiratory pressure (Pexp)	0–100 cmH <sub>2</sub> O
Plateau pressure (Pplat)	1–99 cmH <sub>2</sub> O
Static lung compliance (Cstatic)	1–999 mL/cmH <sub>2</sub> O

*Certified Airworthiness Release (AWR) for compliance with military transport aircraft*



### LED display

Display type	12 5x7 dot matrix
Resolution	49 bicolor manometer
Viewable size	7 segment



Control setting		
Control	Range	
Bias flow	3–10 LPM	
Breath rate	1–80 BPM	
Breath type	Volume Control, Pressure Control, PRVC	
Flow termination	10–40% of peak flow	
High pressure alarm delay	0, 1, 2 breaths	
Inspiratory time	0.3–9.9 sec	
Leak comp	On, Off	
LPP alarm control	All Breaths, Control Only	
NPPV	On, Off	
O <sub>2</sub> %	LPS, 21–100	
PEEP	0–20 cmH <sub>2</sub> O	
Pressure control	1–99 cmH <sub>2</sub> O	
PS	Off, 1–60 cmH <sub>2</sub> O	
Pressure trigger	1–20 below PEEP	
Pressure control flow termination	On, Off	
Rise time	Rise time setting	Commanded rise time (sec)
	1	0.100
	2	0.133
	3	0.178
	4	0.237
	5	0.316
	6	0.422
	7	0.562
	8	0.750
	9	1.000
Safety valve delta pressure	5–30 cmH <sub>2</sub> O	
Flow sensitivity	P, 1–9 LPM	
Tidal volume	50–2,000 mL	
Time termination	0.3–3 sec	
Ventilation mode	Assist/Control (A/C), SIMV, CPAP plus PS	
SBT O <sub>2</sub> %	LPS, 21–100	
SBT PEEP	0–20 cmH <sub>2</sub> O	

Control setting (continued)	
Control	Range
SBT PS	"- -" (off), 1–30 cmH <sub>2</sub> O
SBT time	15–120 min
SBT f/Vt display	"On," "Off"

Roll stand	
Physical dimension	
Height	40.9" (103.9 cm)
Weight	52 lb (23.6 kg)
Wheels	5 casters (2 lockable)
Ground clearance	2.75" (7 cm)

Adjustable alarm	
Alarm	Range
Apnea (interval)	10–60 sec
High pres	5–100 cmH <sub>2</sub> O
High f	1–120 BPM, or "- -" (off)
High PEEP	3–40 cmH <sub>2</sub> O, or "- -" (off)
High pulse	18–299 BPM, or "- -" (off)
High SpO <sub>2</sub>	80–99%, or "- -" (off)
Low FiO <sub>2</sub>	"- -" (off), or 18–95%
Low min vol	"- -" (off), or 0.1–99 L
Low pk pres	"- -" (off), or 1–60 cmH <sub>2</sub> O
Low PEEP	"- -" (off), or 1–20 cmH <sub>2</sub> O
Low pulse	"- -" (off), or 19–300 BPM
Low SpO <sub>2</sub>	"- -" (off), or 60–99%
SBT > f	15–80 BPM, or SBT Hi f off
SBT > f/Vt	70–900 BPM/L, or Hi f/Vt off
SBT < f	SBT Lo f off, or 1–40 BPM
SBT < f/Vt	Lo f/Vt off, or 5–90 BPM/L
SBT Hi PEEP	3–40 cmH <sub>2</sub> O, or "- -" (off)
SBT Lo PEEP	"- -" (off), or 1–20 cmH <sub>2</sub> O

Alarm system	
Audible volume	45–85 dBA

Procedure	
Procedure	Function
O <sub>2</sub> flush	Delivers a pre-selected increase in O <sub>2</sub> percentage for a pre-selected duration
Nebulization	Provides a flow of 6 LPM ± 10% O <sub>2</sub> to drive a nebulizer ( <i>optional</i> ); configurable as continuous or inspiration only
Spontaneous breathing trial (SBT)	During the SBT procedure, delivers ventilation in CPAP +PS mode with the selected SBT control settings in Extended Features; calculates f/Vt

Power		
Input voltage		
11–16 VDC		
Removable battery pack		
Type	Lithium-ion	
Duration	4-hr internal battery ( <i>hot swappable</i> )	
Feature/spec.	Detail	
Electrical	Nominal voltage output	10.8 VDC
	Nominal capacity	5,800 mAh ( <i>at 1C rate</i> ), min
	Charge rating	12.3 VDC, 2.0 A max
Charge time	Transition battery is fully recharged within 5 hr	
	Removable battery pack can be recharged within 8 hr	

Environmental	
Storage	
Temperature	-4 to 140 °F (-20–60 °C)
Humidity	5 to 95% relative, non-condensing
Operating	
Temperature	32–104 °F (0–40 °C)
Humidity	5–95% relative, non-condensing
Altitude	
Storage	50,000' max (11.6 kPa)
Operating	-2,300 to 10,600' (68–110 kPa)

Device monitor	
Monitor	Range
Measured Leak	0–30 LPM
O <sub>2</sub> Source Pressure	2–99.9 psi
Peak Expiratory Flow	0–190 LPM
Removable Battery Capacity Remaining	0–120%
Vent Usage Meter, non resettable	0–500,000 hr
Vent Usage Meter, resettable	0–500,000 hr

Patient monitor	
Monitor	Range
Airway Pressure (Paw)	-6 to +90 cmH <sub>2</sub> O measured at the patient wye
Exhaled Minute Volume (VE)	0–99.9 L
Exhaled Tidal Volume (Vte)	0–4,000 mL
Fraction of Inspired Oxygen (FiO <sub>2</sub> )	12–103% O <sub>2</sub>
I:E Ratio, Calculated (IEcalc)	1:99–4.0:1
I:E Ratio, Measured	1:99–45:1
Mean Airway Pressure (MAP)	0–99 cmH <sub>2</sub> O
Peak Inspiratory Flow	3–190 LPM measured at the patient wye
Peak Inspiratory Flow, Calculated	10–120 LPM
Peak Inspiratory Pressure (PIP)	0–120 cmH <sub>2</sub> O, or hPa
PEEP	0–99 cmH <sub>2</sub> O, or hPa
Pulse Oximetry signal strength	Green/Amber/Red
Pulse Rate	18–300 BPM
SBT f/Vt	0–999 BPM/L
SBT time remaining	00:00 ( <i>mm:ss</i> )–01:59:59 ( <i>hh:mm:ss</i> )
SpO <sub>2</sub>	0–100%
Spontaneous Breath Rate (Sp f)	0–120 BPM
Spontaneous Tidal Volume (SpVte)	0–4,000 mL
Total Breath Rate (f)	0–120 BPM

 **WARNING**—U.S. Federal Law restricts this device—sale by or on the order of a physician.

CareFusion  
22745 Savi Ranch Parkway  
Yorba Linda, CA 92887

800.754.1914 toll-free  
763.398.8500 tel  
763.398.8403 fax

[carefusion.com](http://carefusion.com)



© 2015 CareFusion Corporation or one of its subsidiaries. All rights reserved. ReVel, CareFusion and the CareFusion logo are trademarks or registered trademarks of CareFusion Corporation or one of its subsidiaries. RC4164 (0415/2000) L3425 Rev C



Open Session Item

**SUBJECT:** Application for Zoning Map Amendment RZ-18-004, Perry & Melissa Brazil

**PRESENTATION DATE:** November 27, 2018

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

**RECOMMENDED MOTION:** Approve the partial termination of the Rural Business Floating Zone on 3.0 acres of land located at 11200 Wolfsville Road

**REPORT-IN-BRIEF:** The applicant is requesting a partial termination of the Rural Business Floating Zone on property located at 11200 Wolfsville Road. With the removal of the floating zone from the 3.0 acres, the underlying zoning of Environmental Conservation would be re-activated as the governing zoning district. The Rural Business Floating Zone would continue to be applied to the remaining 4.47-acres of the parcel.

**DISCUSSION:** Regulations regarding the application and removal of floating zone districts are different than those that must be followed in the change of the more familiar Euclidean zoning districts. Amendments to Euclidean zoned properties require the applicant to prove that there has been a change in the character of the neighborhood since the last comprehensive rezoning or that there was a mistake in the zoning of the property during the last comprehensive rezoning. Properties that are assigned floating zone districts are not required to meet the test of the “change or mistake rule”. Instead, specific regulations are established for those districts that applicants must follow to either apply or remove the floating district. In this specific case the Rural Business floating zone removal is governed by Article 5E of the Zoning Ordinance. The guidelines state that the floating zone may be removed completely or partially by the County Commissioners after Planning Commission review and recommendation. A public hearing is not required.

This request was reviewed and recommended for approval by the Washington County Planning Commission at the regular meeting on November 5, 2018.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Washington County Planning Commission

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Applicant’s Letter, Plat of Subdivision showing area to be terminated, and Draft PC meeting minutes

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

**CERTIFICATE OF APPROVAL OF INDIVIDUAL WATER SUPPLY & INDIVIDUAL SEWERAGE SYSTEM**

I HEREBY CERTIFY THAT THE MINIMUM OWNERSHIP AREA COMPLIES WITH THE MINIMUM WIDTH AND MINIMUM AREA REQUIREMENTS SPECIFIED IN COMAR 26.04.03.03. SUCH MINIMUM OWNERSHIP SHALL REMAIN EQUAL TO THE MINIMUM WIDTH AND MINIMUM AREA SET FORTH IN COMAR 26.04.03.03A. (2) UNTIL COMMUNITY SEWERAGE AND WATER HAVE BEEN MADE AVAILABLE, NOT MORE THAN ONE PRINCIPAL BUILDING MAY BE ERECTED OR CONSTRUCTED ON A LOT, OR LOTS, CONTAINED IN THE MINIMUM OWNERSHIP AREA AS ESTABLISHED BY COMAR 26.04.03.03A (2) UNTIL COMMUNITY SEWERAGE HAS BEEN MADE AVAILABLE.

DATE \_\_\_\_\_ COUNTY HEALTH OFFICER \_\_\_\_\_

**INTERIM FACILITIES PROVISION CERTIFICATE**

IN COMPLIANCE WITH COMAR 26.03.01.05.B. (1) AND (2) THE INDIVIDUAL WATER SUPPLY AND/OR SEWER SYSTEM IS HEREBY PERMITTED ON A TEMPORARY INTERIM BASIS. FUTURE LOT OWNERS ARE ADVISED THAT THE INDIVIDUAL SYSTEMS SERVING THE LOT INDICATED ON THIS PLAT ARE OF TEMPORARY INTERIM NATURE AND THAT CONNECTION TO A FUTURE COMMUNITY SYSTEM SHALL BE MADE WITHIN ONE (1) YEAR OR LESS AFTER THE SYSTEM BECOMES AVAILABLE.

DATE \_\_\_\_\_ PERRY C. BRAZIL \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

FINAL APPROVAL GRANTED WASHINGTON COUNTY PLANNING COMMISSION

DATE \_\_\_\_\_ EXECUTIVE DIRECTOR \_\_\_\_\_

**REAL ESTATE TRANSFER DECLARATION OF INTENT**

ACCOUNT # 011539 DISTRICT 07 MAP 52 GRID 14 PARCEL 42  
NAME(S) PERRY C. & MELISSA K. BRAZIL  
LOCATION: 11200 WOLFVILLE ROAD  
CURRENT DEED REFERENCE(S) LIBER 2843 FOLIO 147

I (WE), PERRY C. & MELISSA K. BRAZIL, THE OWNER(S) OF THE REAL PROPERTY LOCATED AT 11200 WOLFVILLE ROAD AND DESCRIBED IN THE ABOVE REFERENCED DEED(S) HEREBY DECLARE MY (OUR) INTENTION TO INVOKE THE REAL ESTATE TRANSFER EXEMPTION FOR THE ABOVE PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE WASHINGTON COUNTY FOREST CONSERVATION PROGRAM AND COMAR 05.19.01.04, FOR A PERIOD OF AT LEAST TEN (10) CONSECUTIVE FULL TAXABLE YEARS FOLLOWING THIS DATE.

THIS DECLARATION GRANTS AN EXEMPTION FOR A REAL ESTATE TRANSFER TO PROVIDE A SECURITY, LEASEHOLD OR OTHER LEGAL OR EQUITABLE INTEREST, INCLUDING A TRANSFER OF TITLE OF A PORTION OF A LOT OR PARCEL BASED ON THE WASHINGTON COUNTY FOREST CONSERVATION PROGRAM. IF THE OWNER MAKES APPLICATION FOR AN ACTIVITY REGULATED UNDER THE FOREST CONSERVATION PROGRAM, CLEARS MORE THAN 40,000 SQUARE FEET OF FOREST, OR VIOLATES THE REQUIREMENTS OF A PREVIOUS FOREST CONSERVATION PLAN ON ALL OR PART OF THE PARCEL WITHIN THE TEN (10) YEAR PERIOD, WASHINGTON COUNTY MAY REQUIRE THE OWNER TO MEET THE FOREST CONSERVATION THRESHOLD ESTABLISHED IN THE FOREST CONSERVATION PROGRAM AND COMAR 05.19.03, AND MAY ALSO ASSESS A NONCOMPLIANCE FEE FOR FORESTED AREAS CUT IN VIOLATION OF THIS EXEMPTION.

I (WE) DECLARE, UNDER THE PENALTIES OF LAW, THAT THIS DECLARATION, INCLUDING ANY ACCOMPANYING FORMS AND STATEMENTS, HAS BEEN EXAMINED BY ME (US) AND THE INFORMATION CONTAINED HEREIN, TO THE BEST OF MY (OUR) KNOWLEDGE, INFORMATION, AND BELIEF, IS TRUE, CORRECT, AND COMPLETE.

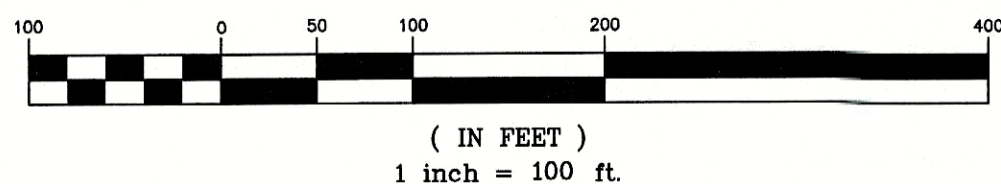
SIGNATURE(S): PERRY C. BRAZIL DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
MELISSA K. BRAZIL DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

OTHER LANDS OF PERRY AND MELISSA BRAZIL ALL OF PARCEL 2 L.2843 F.147

**SOILS**  
Tb. .... THURMONT GRAVELLY LOAM, 3-8% SLOPES, 54% OF THE SITE.  
Tc. .... THURMONT GRAVELLY LOAM, 8-15% SLOPES, 15% OF THE SITE.  
Tb. .... TREGO GRAVELLY LOAM 3-8% SLOPES, 31% OF THE SITE.

+0.35 K FACTOR

**GRAPHIC SCALE**



**LOT ADDRESS**

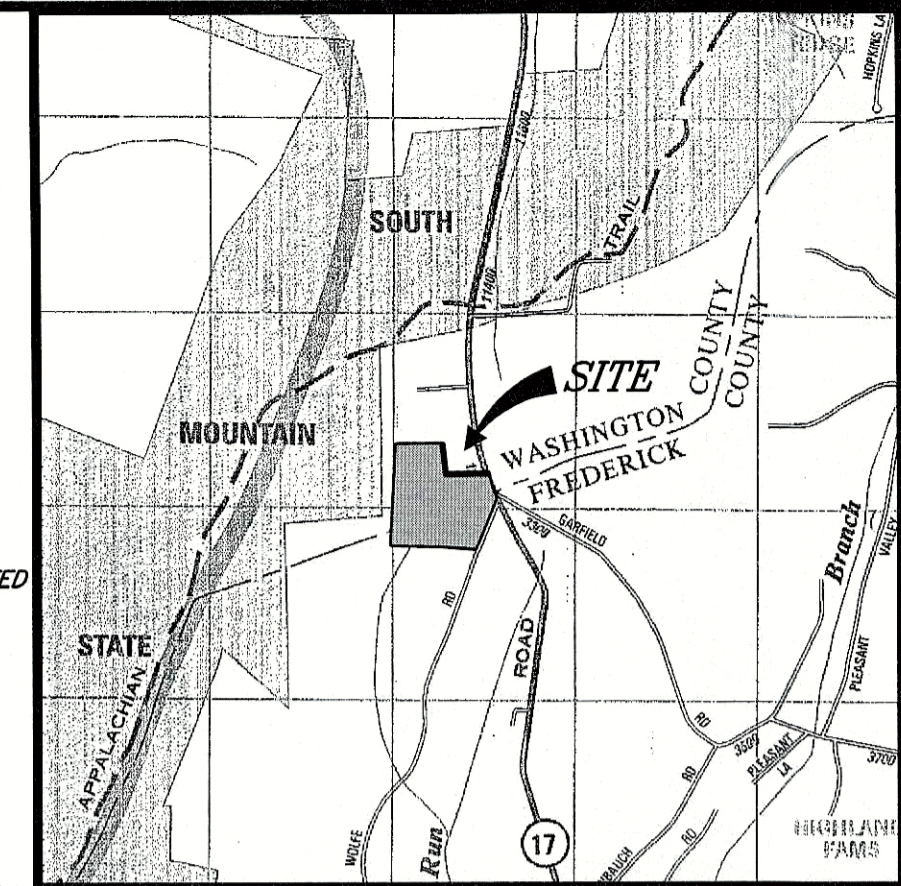
LOT 1.....11200 WOLFVILLE ROAD  
LOT 2.....XXXXX WOLFVILLE ROAD

**AREA TABULATION**

GROSS AREA OF LOT 3.....3.00 ACRES  
LESS R/W DEDICATION.....0.17 ACRES  
NET LOT AREA.....2.83 ACRES  
GROSS AREA REMAINDER.....4.47 ACRES  
LESS R/W DEDICATION.....0.08 ACRES  
NET AREA.....4.39 ACRES

**NOTES:**

- BEARINGS AND DISTANCES IN AGREEMENT WITH A RECENT SURVEY BY FOX & ASSOCIATES, INC.
- ZONING - "RB" - RURAL BUSINESS.
- AN EIGHT (8) FOOT WIDE EASEMENT FOR UTILITIES AND DRAINAGE IS DEDICATED ALONG THE INTERIOR OF ALL SIDE AND REAR LOT LINES. A TEN (10) FOOT WIDE EASEMENT FOR UTILITIES IS DEDICATED ALONG THE INTERIOR OF ALL FRONT LOT LINES.
- RESERVED 10,000 SQUARE FOOT WASTE DISPOSAL SYSTEM AREA. NO PHYSICAL STRUCTURES PERMITTED.
- INDICATES REBAR AND CAP UNLESS OTHERWISE NOTED.
- ACCESSORY STRUCTURES MAY BE CONSTRUCTED IN ACCORDANCE WITH SEC. 4.10 AND SEC. 23.5B OF THE WASHINGTON COUNTY ZONING ORDINANCE. ACCESSORY STRUCTURES SHALL NOT BE PLACED PRIOR TO THE CONSTRUCTION OF THE PRINCIPAL PERMITTED USE.
- LOY WOLFE ROAD - LOCAL WOLFVILLE ROAD - MAJOR COLLECTOR RIGHT OF WAY PREVIOUSLY DEDICATED BY PLAT NO. 8337-8340.
- A RIGHT OF WAY TWENTY-FIVE (25) IN WIDTH WHEN MEASURED FROM THE CENTER OF LOY WOLFE ROAD AND (45) FEET FOR WOLFVILLE ROAD IS DEDICATED FOR THE PURPOSE OF THE POSSIBLE FUTURE WIDENING OF SAID ROADS.
- THERE ARE NO WELLS, SEPTIC SYSTEMS, OR HOUSES WITHIN 100' OF SUBDIVISION BOUNDARIES UNLESS SHOWN.
- ADDRESS IS BASED ON THE ENTRANCE LOCATION. IF DRIVEWAY IS CONSTRUCTED IN A DIFFERENT LOCATION, ADDRESS IS VOID AND THE OWNER MUST REAPPLY TO THE WASHINGTON COUNTY PLANNING COMMISSION FOR A NEW ADDRESS ASSIGNMENT.
- DRAINAGE AREA IS LESS THAN 100 ACRES.
- SLOPES DO NOT EXCEED 25%.
- THERE ARE NO SENSITIVE AREAS, FLOODPLAINS, STEEP SLOPES, OR HABITAT OF THREATENED OR ENDANGERED SPECIES IDENTIFIED BY THE U.S. FISH AND WILDLIFE SERVICE PER 50 CFR 17 AS REQUIRED TO BE SHOWN BY SECTIONS 306, 307, & 314 OF THE SUBDIVISION ORDINANCE AND SECTION 4.21 OF THE ZONING ORDINANCE.
- MINIMUM BUILDING SETBACKS LINES (MBSL)  
BUILDING SETBACK LINE (BRL)  
FRONT - 40' REAR - 50'  
SIDES - 15' SEPTIC - 10'
- THE PROPERTY IS WITHIN THE SMITHSBURG/BEAVER CREEK SPECIAL PLANNING AREA.
- THE PROPERTY IS NOT WITHIN ANY 100 YEAR FLOOD PLAINS AS PER FLOOD MAP 2400700125A, DATED MAY 1, 1978.



**VICINITY MAP**  
SCALE: 1" = 2000'  
TAX MAP 52 PARCEL 42&83 GRID 14  
COPYRIGHT ADC THE MAP PEOPLE PERMIT USE NUMBER 20403134

**OWNER'S DEDICATION**

WE DO HEREBY CERTIFY, FOR OURSELVES AND OUR PERSONAL REPRESENTATIVES HEIRS AND ASSIGNS, THAT WE ARE THE LEGAL AND TRUE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT AND THAT WE HEREBY ADOPT THE PLAN OF SUBDIVISION SHOWN HEREON, HEREBY DEDICATE TO PUBLIC USE ALL UTILITY AND DRAINAGE EASEMENT AREAS AND ALL ALLEY, STREET, AND ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT, HEREBY AGREE TO KEEP OPEN ALL SPACES AND RECREATION AREAS SHOWN HEREON AND HEREBY AGREE THAT SAID DEDICATIONS SHALL NOT IMPOSE ANY RESPONSIBILITY ON THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY REGARDING THE SUBJECTS OF SUCH DEDICATIONS UNTIL LEGAL ACCEPTANCE THEREOF BY SAID BOARD, AND WE HEREBY RESERVE THE FEE SIMPLE TITLE TO THE LAND UNDERLYING SAID EASEMENTS, RIGHTS-OF-WAY, OPEN SPACES AND RECREATION AREAS, AND WITH REGARD TO SAID EASEMENTS AND RIGHTS-OF-WAY, HEREBY AGREE TO CONVEY THE SAME TO SAID BOARD, FOR THE USE OF SAID WASHINGTON COUNTY, WITHOUT CONSIDERATION, UPON THE LEGAL ACCEPTANCE OF SAID EASEMENTS AND/OR RIGHTS-OF-WAY BY SAID BOARD.

THIS DEED AND AGREEMENT OF DEDICATION SHALL BE BINDING UPON OUR GRANTEES, ASSIGNS, SUCCESSORS, HEIRS AND PERSONAL REPRESENTATIVES.

EASEMENTS OR RIGHTS-OF-WAY AFFECTING THE PROPERTY INCLUDED IN THIS PLAN OF SUBDIVISION EXCEPT THE FOLLOWING:

AND ALL PARTIES HAVING AN INTEREST THEREIN HAVE HEREUNTO AFFIXED THEIR SIGNATURES INDICATING THEIR ASSENT TO THIS PLAN OF SUBDIVISION.

WE DO HEREBY ASSENT TO THIS PLAN OF SUBDIVISION.

WITNESS OUR HANDS AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

WITNESS \_\_\_\_\_ PERRY C. BRAZIL

WITNESS \_\_\_\_\_ MELISSA K. BRAZIL

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT; THAT IT IS A SUB-DIVISION OF ALL OF PARCEL 1 OF THE LANDS CONVEYED BY DELBERT M. RHODERICK, JR. TO PERRY C. AND MELISSA K. BRAZIL BY DEED DATED OCTOBER 28, 2005 AND IS RECORDED AT LIBER 2843, FOLIO 147 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

DATE \_\_\_\_\_ MD. REG. No. 10812 R.P.L.S. \_\_\_\_\_

**PRELIMINARY/FINAL PLAT**

LOTS 1 & 2  
LANDS OF

**PERRY C. & MELISSA K. BRAZIL**

SITUATED ALONG WOLFVILLE ROAD WASHINGTON COUNTY, MARYLAND

COUNTY FILE NO. 5-10-

**OWNER/DEVELOPER**  
PERRY C. & MELISSA K. BRAZIL  
11200 WOLFVILLE ROAD  
SMITHSBURG, MD. 21783

DRAWN BY: RET DATE: 1/4/10  
CHECKED BY: R.E.T. DATE: 1/4/10  
SCALE: 1"=100'

**FOX & ASSOCIATES, INC.**  
ENGINEERS, SURVEYORS, PLANNERS  
981 MT. AETNA ROAD HAGERSTOWN, MARYLAND 21740  
PHONE: (301)733-8503 FAX: (301)733-1853  
82 WORMAN'S MILL CT. STE. 'G' FREDERICK, MARYLAND 21701  
PHONE: (301)895-0880 FAX: (301)293-8009

DISTRICT 07  
TAX MAP No. 52  
DWG. No. C - 2777

F:\1\08\2008\1\08\001.dwg Oct 05, 2018 - 11:56am User: Mcozart

Perry & Melissa Brazil  
11200 Wolfsville Rd,  
Smithsburg, MD 21783  
Ph. 3018242844

September 25, 2018

Dear Jill,

Thank you for reviewing our property in Washington County today. We are writing to request a partial removal of the RB Floating Zone on the 3 Acre portion of a portion of our property which we are subdividing from the original parcel. We have spoken with George Nagel at Fox and Associates Inc. and he will forward the proposal plat for your consideration. Please let us know if there is anything else needed to complete the process.

Sincerely,

Perry & Melissa Brazil

**WASHINGTON COUNTY PLANNING COMMISSION  
REGULAR MEETING  
November 5, 2018**

The Washington County Planning Commission held its regular monthly meeting on Monday, November 5, 2018 at 7:00 p.m. at the Washington County Administration Building, 100 W. Washington Street, Room 2000, Hagerstown, MD.

Commission members present at the meeting were: Clint Wiley, Andrew Bowen, Jeremiah Weddle, Denny Reeder, David Kline and Robert Goetz, Jr. Staff members present were: Washington County Department of Planning & Zoning: Stephen Goodrich, Director and Jill Baker, Deputy Director; Washington County Department of Plan Review & Permitting: Tim Lung, Director and Lisa Kelly, Senior Planner.

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

**-NEW BUSINESS**

**MINUTES**

**Motion and Vote:** Mr. Kline made a motion to approve the minutes of the October 1, 2018 meeting as presented. The motion was seconded by Mr. Weddle and unanimously approved.

**MODIFICATIONS**

**Clemet Moyer, Lot 1, Parcel A [OM-18-009]**

Ms. Kelly presented for review and approval a modification request to create a 24 acre simplified lot for conservation purposes only, not for development, located at 14522 Strite Road. The modification is being requested to assist in the settlement of an estate. A preliminary/final subdivision plat is also being reviewed by the Department of Plan Review.

**Comments and Discussion:** There was a brief discussion regarding the septic rights for each lot. Mr. Weddle expressed his opinion that the septic system rights should be assigned to specific parcels at this time rather than in the future.

**Motion and Vote:** Mr. Weddle made a motion to grant staff the authority to approve the modification request with septic system rights being assigned to specific parcels. The motion was seconded by Mr. Kline and unanimously approved.

**Merritt Birky [OM-18-010]**

Mr. Lung, on behalf of Mr. Shaw, presented a modification request to create three stand-alone, not for development, parcels located at 5321 Amos Reeder Road. These lots are to be conveyed to immediate family members for estate planning purposes. When development is proposed on these lots, a development plat will be required, which must be reviewed and approved by the Planning Commission.



**Motion and Vote:** Mr. Kline made a motion to approve the modification request as presented. The motion was seconded by Mr. Goetz and unanimously approved.

### **SITE PLANS**

#### **Kevin Rowe - Washington Springs [SP-18-035]**

Mr. Lung, on behalf of Mr. Shaw, presented for review and approval a site plan for a proposed commercial winery and event center located at 24900 Raven Rock Road. The property is 143.20 acres in size and is currently zoned EC (Environmental Conservation). The applicant was granted and special exception by the Board of Zoning Appeals to allow the proposed use on this site. As part of the special exception, the applicant requested parking to be permitted on a non-paved surface; this request was granted. Total required parking spaces is 208; total parking provided is 209 spaces. The hours of operation will be Friday, 4 to 10 p.m., Saturday, 12 to 10 p.m., and Sunday, 12 to 8 p.m. The site will be served by well and septic. The site is exempt from storm water management regulations because there is less than 5,000 square feet of disturbance. The site is also exempt from Forest Conservation Ordinance requirements because there is less than 20,000 square feet of disturbance. Approvals are pending from the Maryland State Highway Administration, Soil Conservation District and the Health Department; all other agencies approvals have been received.

**Motion and Vote:** Mr. Reeder made a motion to grant staff the authority to approve the site plan upon receipt of all agency approvals. The motion was seconded by Mr. Bowen and unanimously approved.

### **-OTHER BUSINESS**

#### **Perry and Melissa Brazil [RZ-18-004]**

Ms. Baker presented for review and approval a request to remove part of the RB (Rural Business) floating zone on a 3 acre parcel of property that is being subdivided from the original parcel of land located at 11200 Wolfsville Road. The applicants wish to sell this property but are having trouble doing so with the business attached. If the request is granted, the applicant could sell the house and business property separately which would allow the business to continue.

**Motion and Vote:** Mr. Reeder made a motion to approve the request as presented. The motion was seconded by Mr. Bowen and unanimously approved.

#### **Neil Auto Body**

Mr. Lung presented for review and approval a request to waive the requirement for public water and sewer service to a proposed building addition at 13003 Salem Avenue. A site plan is currently being reviewed by the Department of Plan Review for a 4,600 square foot addition to an existing business. Public water and sewer is available in the vicinity of this site but not directly adjacent to the site. The Washington

County Health Department reviewed this request and responded as follows: "Pending acceptance of the proposed on-site evaluation, the Washington County Health Department does not object to a waiver of the Zoning Ordinance's requirement that the new development shown on this plan be served with public water and sewer facilities is granted only as an interim measure. The waiver would be specific to this plan only and would not prohibit the owner from connecting to public water or sewer in the future or prohibit the health department or a service providing agency from requiring connection to public water or sewer when available or upon review of any plans for additional development or use." The Health Department is requesting that additional testing to enlarge the septic reserve area be performed.

**Motion and Vote:** Mr. Bowen made a motion to approve the request as presented. The motion was seconded by Mr. Kline and unanimously approved.

#### **Update of Staff Approvals**

Mr. Lung reported the following for the month of October: Land Development/Permit reviews: 12 entrance permits, 13 grading permits, 2 non-residential construction permits, 1 flood plain permit and 2 utility permits. New submittals for Subdivision/Land Development: 3 storm water concept plans; 3 forest stand delineations, 1 subdivision replat, 3 site specific grading plans, 2 ordinance modifications, 1 traffic impact study, 5 preliminary/final subdivision plats and 3 simplified plats. Approvals for Land Development: 1 ordinance modification, 1 simplified plat, 1 preliminary/final plat, 3 forest stand delineations, 1 forest plan, 1 site specific grading plan, 1 subdivision replat, 1 final plat (Emerald Pointe), 1 preliminary/final plat and site plan for the Shoppes at Sharpsburg Pike, Lot 1, 1 minor site plan for a parking lot addition at Mt. Aetna Camp & Retreat, and 4 red line revisions.

#### **-ADJOURNMENT**

Mr. Goetz made a motion to adjourn the meeting at 7:50 p.m. The motion was seconded by Mr. Bowen and so ordered by the Chairman.

#### **-UPCOMING MEETINGS**

1. Monday, December 3, 2018, 7:00 p.m., Washington County Planning Commission regular meeting, Washington County Administration Building, 100 W. Washington Street, Room 2000, Hagerstown, MD 21740

Respectfully submitted,

---

Clint Wiley, Chairman