



100 West Washington Street, Suite 1101 | Hagerstown, MD 21740-4735 | P: 240.313.2200 | F: 240.313.2201  
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**BOARD OF COUNTY COMMISSIONERS**  
**January 28, 2020**  
**OPEN SESSION AGENDA**

- 09:00 A.M.    **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**  
                  **CALL TO ORDER, *President Jeffrey A. Cline***  
                  **APPROVAL OF MINUTES – January 14, 2020 & January 16, 2020**
- 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 consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; To consult with counsel to obtain legal advice on a legal matter; & To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter.)*
- 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.    **PROCLAMATION PRESENTATION – “EARNED INCOME TAX CREDIT AWARENESS DAY” – INTERNAL REVENUE SERVICE - PRESENTED TO ANITA CARTER, TRACY QUAMIE AND DENNIS RAMIREZ – *Board of County Commissioners***
- 10:40 A.M.    **BID AWARD (PUR-1452) – ROOF MEMBRANE REPLACEMENT AT CONOCOCHEAGUE WASTEWATER TREATMENT PLANT MULTIPLIABLE BUILDINGS – *Brandi Naugle, CPPB, Buyer, Purchasing Department and Mike Smith, Deputy Director of Maintenance, Department of Water Quality***
- 10:45 A.M.    **INTERGOVERNMENTAL COOPERATIVE PURCHASE (INGT-20-0027) – NINE (9) 2020 FORD POLICE INTERCEPTOR UTILITY VEHICLES FOR THE WASHINGTON COUNTY SHERIFF'S OFFICE - *Brandi Naugle, CPPB, Buyer, Purchasing Department, Chief Deputy Randy Wilkinson, Washington County Sheriff's Office, Major Paul Boyer, Judicial Division Commander, Washington County Sheriff's Office, and Sergeant Val Buskirk, Washington County Sheriff's Office***

- 10:50 A.M. BID AWARD (PUR-1453) – UNIFORMS FOR WASHINGTON COUNTY SHERIFF’S OFFICERS - *Brandi Naugle, CPPB, Buyer, Purchasing Department, and Sheriff Douglas Mullendore, Washington County Sheriff’s Office*
- 10:55 A.M. FY21 RURAL LEGACY PROGRAM GRANT – APPROVAL TO SUBMIT APPLICATION AND ACCEPT AWARDED FUNDS – *Chris Boggs, Land Preservation Planner, Planning & Zoning and Allison Hartshorn, Grant Manager, Office of Grant Management*
- 11:00 A.M. PUBLIC HEARING – MOBILE HOME TAX ORDINANCE FOR WASHINGTON COUNTY – *B. Andrew Bright, Assistant County Attorney, Sara Greaves, Chief Financial Officer, and Todd Hershey, County Treasurer*

***CONVENE AS BOARD OF HEALTH***

- 11:45 A.M. AWARD OF A ONE-YEAR (1) EXTENSION OF THE MEDICAID AMBULANCE / WHEELCHAIR / TAXI SERVICES CONTRACT FOR THE WASHINGTON COUNTY HEALTH DEPARTMENT - *Earl Stoner, Health Officer, Washington County Health Department, and Daniel Triplett, Administrator, Washington County Health Department*

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

- 11:50 A.M. MEMORANDA OF UNDERSTANDING WITH THE TOWN OF BOONSBORO, TOWN OF SMITHSBURG, AND TOWN OF WILLIAMSPORT TO COOPERATE IN IMPLEMENTING NATIONAL POLLUTANT DISCHARGE ELIMINATIONS SYSTEM SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM GENERAL PERMIT – *Jeremy Mose, Director, Environmental Management and John Swauger, Stormwater Management Coordinator, Water Quality*
- 11:55 A.M. LETTER REQUESTING SUBMISSION OF THE FY20 INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA) GRANT APPLICATION FOR INTERSTATE 81 PHASE 2 – *Scott Hobbs, Director, Engineering and Susan Buchanan, Director, Office of Grant Management*
- 12:00 P.M. RESPONSE TO MINIMUM WAGE LEGISLATION – *Sara Greaves, Chief Financial Officer, Rachel Brown, Director, Human Resources*
- 12:15 P.M. ADJOURNMENT

*Board of County Commissioners have been invited to attend the “Groundbreaking Ceremony of Professional Boulevard Bridge” – Ceremony @ 2:00PM  
Location: 1180 Professional Court, Hagerstown MD*



Agenda Report Form

Open Session Item

**SUBJECT:** Presentation of Proclamation “Earned Income Tax Credit Awareness Day” – Internal Revenue Service – presented to Anita Carter, Tracy Quamie and Dennis Ramirez

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Board of County Commissioners

**RECOMMENDED MOTION:** None

**REPORT-IN-BRIEF:** Proclamation Presentation

**WHEREAS,** since its enactment in 1975, the Earned Income Tax Credit has lifted millions of families above the poverty line and has had a high participation rate relative to the other programs targeted at low-income Americans, and;

**WHEREAS,** each year, the Earned Income Tax Credit (EITC) supports the financial stability of over 25 million low- and moderate-income workers by reducing their federal tax burden, and;

**WHEREAS,** these dollars are being spent with in the local economy and are additional investments in our business community, and;

**WHEREAS,** the IRS works with national partners, community-based coalitions, and thousands of local partners and governments that provide free tax help, otherwise known as Volunteer Income Tax Assistance (VITA), and education about EITC, and;

**WHEREAS,** EITC Awareness Day is a day where cities and citizens work together to spread awareness of the tax credit and help build a stronger economic community.

**NOW THEREFORE,** We the Board of County Commissioners of Washington County, Maryland, do hereby recognize January 28<sup>th</sup>, 2020 as EITC Awareness Day in Washington County, and encourage all citizens to join to raise awareness of this important tax credit.



Agenda Report Form

Open Session Item

**SUBJECT:** Bid Award (PUR-1452) – Roof Membrane Replacement at Conococheague Wastewater Treatment Plant Multipliable Buildings

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department and Mike Smith, Deputy Director of Maintenance, Department of Water Quality.

**RECOMMENDED MOTION:** Move to award the contract for the Roof Membrane Replacement at Conococheague Wastewater Treatment Plant Multipliable Buildings to the responsible, responsive bidder, D Project, Inc. of Annapolis, Md who submitted the lowest total sum price of \$260,000.

**REPORT-IN-BRIEF:** On October 30, 2019 the County issued an Invitation to Bid (ITB) for Roof Membrane Replacement at Conococheague Wastewater Treatment Plant Multipliable Buildings and on December 4, 2019 the county accepted the bids for this service. The bid was advertised on the State of Maryland's (eMMA) "eMaryland Marketplace Advantage" web site, on the County's web site, and in the local newspaper. Thirty-Two (32) persons/companies registered/downloaded the bid document on-line and Eight (8) bids were received.

**DISCUSSION:** The Contractor will be removing the existing insulation and membrane roof system on the Filter Building, Headworks Building, Solids Building and Maintenance Building at the Conococheague Wastewater Treatment Plant and install a minimum of 2" of new insulation and .060 white TPO fully adhered roof system with all necessary accessories.

**FISCAL IMPACT:** Funds in the amount of \$260,000 are budgeted in Water Quality's Capital Improvement Plan (CIP) Account 32-42010-BLD090.

**CONCURRENCES:** Jeremy Mose – Director, Department of Water Quality

**ALTERNATIVES:** N/A

**ATTACHMENTS:** The complete Bid Tabulation may be viewed on-line at:  
<https://www.washco-md.net/wp-content/uploads/purch-pur-1452-bidtab.pdf>

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

**PUR-1452**  
**Roof Membrane Replacement at Conococheague WwTP Plant Multipliable**  
**Buildings**

<b>Item No.</b>	<b>Description</b>	<b>D Project, Inc. Annapolis, MD</b>	<b>Ron Ruff Roofing, Inc. Baltimore, MD</b>	<b>Hite Associates, Inc. Cumberland, MD</b>
1	LUMP SUM BID - FILTER BUILDING	\$66,000.00	\$73,995.00	\$69,440.00
2	LUMP SUM BID - HEADWORKS BUILDING	\$40,000.00	\$49,785.00	\$48,900.00
3	LUMP SUM BID - MAINTENANCE BUILDING	\$56,000.00	\$48,925.00	\$63,170.00
4	LUMP SUM BID - SOLIDS HANDLING BLDG.	\$98,000.00	\$97,517.00	\$98,630.00
TOTAL LUMP SUM BID - ALL BUILDINGS (Nos. 1 thru 4)		\$260,000.00	\$270,222.00	\$280,140.00*

<b>Item No.</b>	<b>Description</b>	<b>Vertex Roofing Contractors, Inc. Manassas, VA</b>	<b>Heidler Roofing Services Hagerstown, MD</b>	<b>Bonded Applicators of MD Hagerstown, MD</b>
1	LUMP SUM BID - FILTER BUILDING	\$74,458.00	\$95,028.00	\$96,541.00
2	LUMP SUM BID - HEADWORKS BUILDING	\$41,646.00	\$64,281.00	\$70,500.00
3	LUMP SUM BID - MAINTENANCE BUILDING	\$56,790.00	\$57,399.00	\$42,000.00
4	LUMP SUM BID - SOLIDS HANDLING BLDG.	\$106,008.00	\$134,603.00	\$162,500.00
TOTAL LUMP SUM BID - ALL BUILDINGS (Nos. 1 thru 4)		\$278,902.00	\$351,311.00*	\$371,541.00

\* Corrected Calculations based on Unit Pricing

**Remarks / Exceptions:**

Hite Associates, Inc. - Deduct of (\$4,700.00) is given in above combined total.

Bonded Applicators of MD - We acknowledge receipt of Addendums #1, 2, 3, & 4

Bids Opened: 12-18-2019

PUR-1452

Roof Membrane Replacement at Conococheague WwTP Plant Multipliable

Item No.	Description	Buildings Global Roofing & Construction, Inc. Columbia, MD	Simpson of Maryland, Inc. Hanover, MD
1	LUMP SUM BID - FILTER BUILDING	\$80,128.00	\$119,700.00
2	LUMP SUM BID - HEADWORKS BUILDING	\$54,529.00	\$83,500.00
3	LUMP SUM BID - MAINTENANCE BUILDING	\$62,614.00	\$96,900.00
4	LUMP SUM BID - SOLIDS HANDLING BLDG.	\$110,268.00	\$177,900.00
TOTAL LUMP SUM BID - ALL BUILDINGS (Nos. 1 thru 4)		\$307,539.00	\$478,000.00

\* Corrected Calculations based on Unit Pricing



## Agenda Report Form

### Open Session Item

**SUBJECT:** Intergovernmental Cooperative Purchase (INGT-20-0027) – Nine (9) 2020 Ford Police Interceptor Utility Vehicles for the Washington County Sheriff’s Office

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department, Chief Deputy Randy Wilkinson, Washington County Sheriff’s Office, Major Paul Boyer, Judicial Division Commander, Washington County Sheriff’s Office and Sergeant Val Buskirk, Washington County Sheriff’s Office

**RECOMMENDED MOTION:** Move to authorize by Resolution, Washington County Sheriff’s Office to purchase nine (9) - 2020 Ford Police Interceptor Utility vehicles from Hertirch Fleet of Milford, DE. The cost of seven (7) vehicles for the Sheriff’s Office is \$33,753 each and the cost of two (2) vehicles for the Child Support Division is \$37,066 each, for a total amount of \$310,403. The Sheriff’s Office will utilize another jurisdiction’s contract (#001B0600159) that was awarded by the State of Maryland Department of General Services Office of Procurement and Logistics statewide contract for Police Vehicles and to approve a Budget Transfer Request of \$54,565.00 from account 495100-10-12800-GRT014FEDR to 600300-10-12800-GRT014FEDR.

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

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

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funds are budgeted in the Washington County Sheriff's Office Capital Improvement Plan (CIP) account 600300-30-11310-VEH006-VHCL and funds are budgeted in the Child Support Division account 600300-10-12800-GRT014-VHCL.

**CONCURRENCES:** Sheriff Douglas Mullendore

**ALTERNATIVES:**

1. Process a formal bid and the County could possibly incur a higher cost for the purchase, or
2. Do not award the purchase of vehicles.

**ATTACHMENTS:** Hertrich Fleet Quote dated December 19, 2019 and Budget Adjustment Form.

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



# HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep  
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

December 19, 2019

Washington County Sheriff's Office  
500 Western Maryland Parkway  
Hagerstown, MD 21740

600300-30-11310 VEH VHEL

7

SGT Alan Matheny,

PATROL - MARKED

We are pleased to provide this quote for a 2020 Ford Police Interceptor Utility, K8A, priced per Maryland BPO# 001B0600159, and equipped as follows: 3.3L V6 TI-VCT Engine, 10 Speed Automatic Transmission, Drivers Side LED Unity Spot Lamp, Rear Door Locks / Windows Inoperable, Courtesy Lamp Disable, Daytime Running Lamps Rear View Camera Display in Rear View Mirror.

✓	Code	Description	Amount
	Vehicle	2020 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine- Type 10-4-M-P	\$32,678 ✓
	YZ/96	Oxford White Exterior & Ebony Cloth Front Buckets & Rear Vinyl Bench	N/C
	500A	All Standard Equipment per PEP 500A	N/C
	BLT	Bluetooth Connectivity	STD
	153	Front License Plate Bracket	N/C
	76R	Reverse Sensing	\$295 ✓
	19V	Rear Camera On-Demand – allows driver to enable rear camera on-demand (10-second timer) – without putting vehicle in Reverse – Stealth Mode	\$230 ✓
	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows – includes 68G	\$160 ✓
	549	Mirrors – Heated Sideview	\$60 ✓
	60R	Noise Suppression Bonds (Ground Straps)	\$100 ✓
	43D	Dark Car Feature – Courtesy Lamp Disabled when any door is opened	\$25 ✓
	17T	Cargo Area Dome Lamp – Red / White	\$50 ✓
	60A	Pre-wiring for Grille LED Lights, siren and speaker	\$60 ✓
	85R	Rear Console Plate	\$45 ✓
	59 *	Keyed Alike- 7 codes available –OK with Keyless –opt 55F	\$50 ✓
		<b>Total per Vehicle</b>	<b>\$33,753</b>

Please feel free to contact us with any questions, changes or to place an order.

Respectfully Submitted,

Jim Blecki

7 = 236,271.00

# HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep  
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

December 19, 2019

Washington County Sheriff's Office  
500 Western Maryland Parkway  
Hagerstown, MD 21740

SGT Alan Matheny,

**CHILD SUPPORT # 2**

We are pleased to provide this quote for a 2020 Ford Police Interceptor Utility, K8A, priced per **Maryland BPO# 001B0600159**, and equipped as follows: 3.3L V6 TI-VCT Engine, 10 Speed Automatic Transmission, Drivers Side LED Unity Spot Lamp, Rear Door Locks / Windows Inoperable, Courtesy Lamp Disable, Daytime Running Lamps Rear View Camera Display in Rear View Mirror.

✓	Code	Description	Amount
	Vehicle	2020 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine- <b>Type 10-4-M-P</b>	<b>\$32,678</b>
	UJ/96	Sterling Gray Exterior & Ebony Cloth Front Buckets & Rear Vinyl Bench	N/C
	500A	All Standard Equipment per PEP 500A	N/C
	BLT	Bluetooth Connectivity	STD
	153	Front License Plate Bracket	N/C
	76R	Reverse Sensing	\$295
	99W/44B	3.3L <b>HYBRID</b> Engine – <b>Type 4-10-M-P-H</b>	\$3313
	19V	Rear Camera On-Demand – allows driver to enable rear camera on-demand (10-second timer) – without putting vehicle in Reverse – Stealth Mode	\$230
	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows – includes 68G	\$160
	549	Mirrors – Heated Sideview	\$60
	60R	Noise Suppression Bonds (Ground Straps)	\$100
	43D	Dark Car Feature – Courtesy Lamp Disabled when any door is opened	\$25
	17T	Cargo Area Dome Lamp – Red / White	\$50
	60A	Pre-wiring for Grille LED Lights, siren and speaker	\$60
	85R	Rear Console Plate	\$45
	59_*	Keyed Alike- 7 codes available –OK with Keyless –opt 55F	\$50
		Total for Vehicle	\$37,066

Please feel free to contact us with any questions, changes or to place an order.

Respectfully Submitted,

Jim Blecki

# HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep  
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

December 19, 2019

Washington County Sheriff's Office  
500 Western Maryland Parkway  
Hagerstown, MD 21740

SGT Alan Matheny,

**CHILD SUPPORT #1**

We are pleased to provide this quote for a 2020 Ford Police Interceptor Utility, K8A, priced per **Maryland BPO# 001B0600159**, and equipped as follows: 3.3L V6 TI-VCT Engine, 10 Speed Automatic Transmission, Drivers Side LED Unity Spot Lamp, Rear Door Locks / Windows Inoperable, Courtesy Lamp Disable, Daytime Running Lamps Rear View Camera Display in Rear View Mirror.

✓	Code	Description	Amount
	Vehicle	2020 Ford Police Interceptor Utility AWD ; 3.3L V6 DI Engine- <b>Type 10-4-M-P</b>	<b>\$32,678</b>
	LK/96	Dark Blue Exterior & Ebony Cloth Front Buckets & Rear Vinyl Bench	N/C
	500A	All Standard Equipment per PEP 500A	N/C
	BLT	Bluetooth Connectivity	STD
	153	Front License Plate Bracket	N/C
	76R	Reverse Sensing	\$295
	99W/44B	3.3L <b>HYBRID</b> Engine – <b>Type 4-10-M-P-H</b>	\$3313
	19V	Rear Camera On-Demand – allows driver to enable rear camera on-demand (10-second timer) – without putting vehicle in Reverse – Stealth Mode	\$230
	52P	Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows – includes 68G	\$160
	549	Mirrors – Heated Sideview	\$60
	60R	Noise Suppression Bonds (Ground Straps)	\$100
	43D	Dark Car Feature – Courtesy Lamp Disabled when any door is opened	\$25
	17T	Cargo Area Dome Lamp – Red / White	\$50
	60A	Pre-wiring for Grille LED Lights, siren and speaker	\$60
	85R	Rear Console Plate	\$45
	59_*	Keyed Alike- 7 codes available –OK with Keyless –opt 55F	\$50
		Total for Vehicle	\$37,066

Please feel free to contact us with any questions, changes or to place an order.

Respectfully Submitted,

Jim Blecki



# Washington County, Maryland Budget Adjustment Form

Print Form

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

Transaction/Post -Finance

Deputy Director - Finance

Preparer, if applicable

Department Head Authorization

Division Director / Elected Official Authorization

Budget & Finance Director Approval

County Administrator Approval

County Commissioners Approval

Required approval with date

If applicable with date

Required approval with date

Required approval with date

Required > \$ 25,000 with date

Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Department and Account Description	Increase (Decrease) + / -
495100	10	12800		GRT014FEDR		FEDERAL OPERATING GRANT	54,565
600300	10	12800		GRT014FEDR		VEHICLES	54,565

Explain Budget Adjustment: THE SHERIFF'S OFFICE FFY20 CSEA (CHILD SUPPORT ENFORCEMENT ADMINISTRATION) GRANT FUNDED BY DHR ALLOWS FOR 62 % OF \$88,008 TOWARD THE COST OF TWO (2) NEW VEHICLES. THE \$54,564.96 BUDGET IS BEING ADDED AS THE 62 % SO THE REVENUE CAN BE RECEIVED TO FUND THEVEHICLE PURCHASE. THE TOTAL COST OF THE VEHICLES AND OUTFITTING IS \$113,769.14. THE REMAIING LOCAL MATCH (\$59,204.18) WILL BE COVERED BY VEH006.

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



Agenda Report Form

Open Session Item

**SUBJECT:** Bid Award (PUR-1453) - Uniforms for Washington County Sheriff's Officers

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Brandi Naugle, CPPB, Buyer, Purchasing Department and Sheriff Douglas Mullendore, Washington County Sheriff's Office

**RECOMMENDED MOTION:** Move to award the contract to the responsible, responsive bidder Howard Uniform Company of Baltimore, MD who submitted the total sum bid of **\$107,042.50** based on estimated quantities (no guaranteed min/max) of each uniform piece at per unit bid prices.

**REPORT-IN-BRIEF:** The bid was advertised on the State of Maryland's (eMMA) "eMaryland Marketplace Advantage" web site, on the County's web site, and in the local newspaper. There were four (4) persons/companies that registered/downloaded the bid document on-line. A total of two (2) bids were received, one (1) of which is considered to be non-responsive. The contract is for a one (1) year period tentatively commencing March 2020, with an option by the County to renew the contract for up to five (5) additional consecutive one (1) year periods subject to written notice given by the County at least sixty (60) calendar days before the expiration date of any one (1) year period.

**DISCUSSION:** N/A

**FISCAL IMPACT:** Funding is available in the budgets of the various departments: Judicial - 11300, Patrol - 11310, Process Servers – 11305, Detention 11320, Day Reporting Center – 11305, and Central Booking – 11315.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** The complete Bid Tabulation may be viewed on-line at: <https://www.washco-md.net/wp-content/uploads/purch-pur-1453-bidtab.pdf>

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



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Open Session Item

**SUBJECT:** FY21 Rural Legacy Program Grant – Approval to Submit Application and Accept Awarded Funds

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Chris Boggs, Land Preservation Planner, Planning & Zoning and Allison Hartshorn, Grant Manager, Office of Grant Management

**RECOMMENDED MOTION:** Move to approve the submission of the grant application for the fiscal year 2021 Rural Legacy Program, in the amount of \$5,326,000 and to accept awarded funding.

**REPORT-IN-BRIEF:** Each year the Department of Planning and Zoning submits a funding request to the Maryland Department of Natural Resources for the purchase of easements in the County's Rural Legacy Area. Rural Legacy properties are lands of significant agricultural, historic, environmental, public and cultural value inside of the designated Rural Legacy Area, which is concentrated around the Antietam Battlefield. Past Rural Legacy grants have significantly contributed to the progress Washington County has made toward the stated goal of 50,000 permanently preserved acres of land.

**DISCUSSION:** The Office of Community Grant Management has reviewed the grant application and funding guidelines. There are no unusual conditions or requirements attached to the acceptance of the grant.

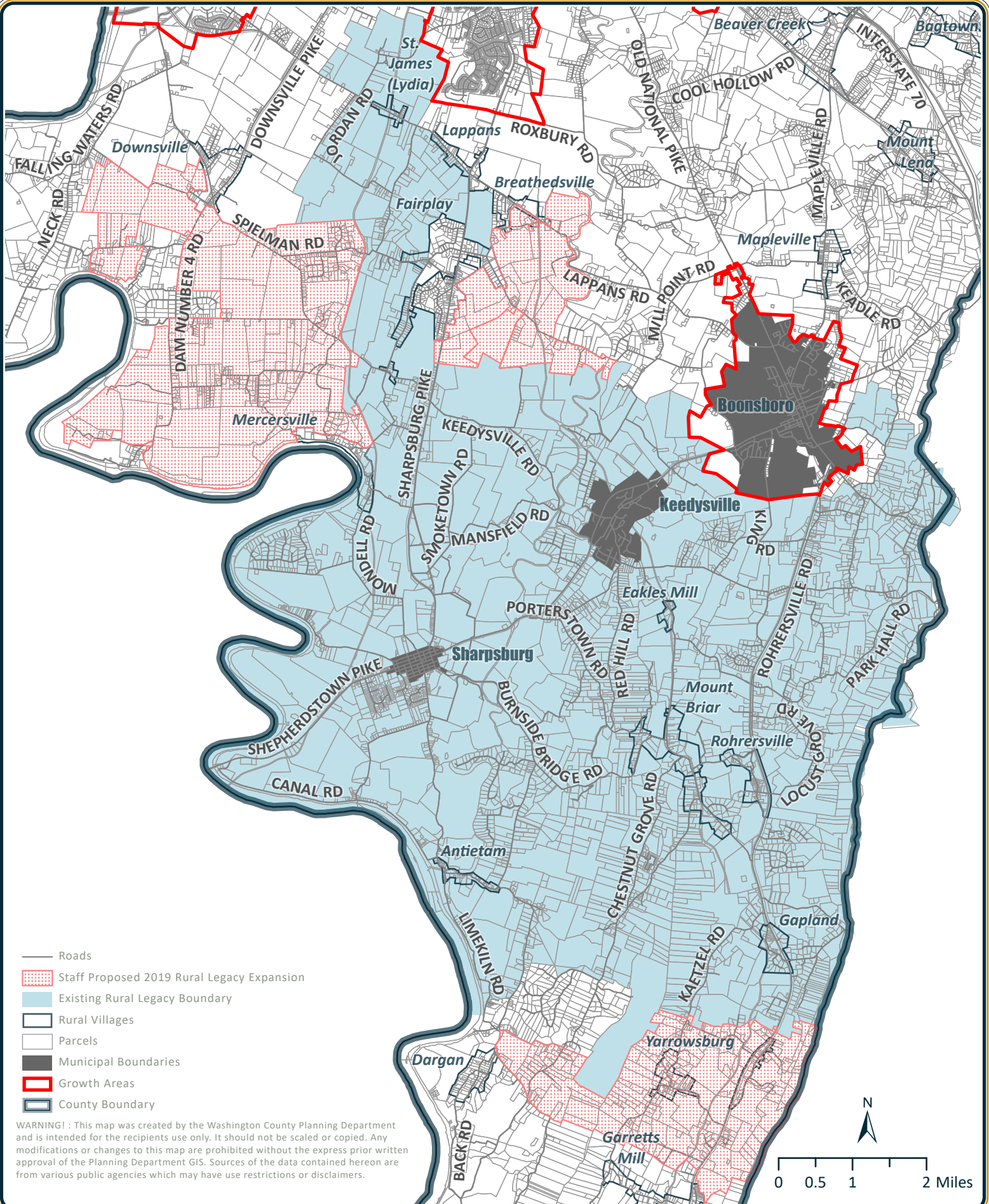
**FISCAL IMPACT:** There are recurring department operating expenses for the inspections of the easement properties by staff. Time required for inspections are 8 hours per year or \$300.00 per year and the cost is covered by the Department of Planning and Zoning.

**CONCURRENCES:** N/A

**ALTERNATIVES:** Deny approval for the submission of this request

**ATTACHMENTS:** Rural Legacy Map

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





Open Session Item

**SUBJECT:** PUBLIC HEARING—Mobile Home Park Tax Ordinance for Washington County

**PRESENTATION DATE:** January 28, 2019

**PRESENTATION BY:** B. Andrew Bright, Assistant County Attorney; Sara Greaves, Chief Financial Officer; Todd Hershey, County Treasurer

**RECOMMENDED MOTION:** N/A

**REPORT-IN-BRIEF:** Public hearing for comment regarding the proposed Mobile Home Park Tax Ordinance

**DISCUSSION:** The existing tax resolution on mobile home park rentals, enacted in 1963, imposes a 15% tax on gross rental charges collected by mobile home parks. The existing tax was recently criticized as being either unnecessary or excessive, and it contains some outdated language. At the Commissioners' request, a proposed Ordinance was prepared and advertised for public hearing. The proposed Ordinance as prepared would reduce the tax rate to 7.5% or \$25.00 per month per rental space, whichever is less. The attached proposed Ordinance contains other reporting and enforcement provisions, necessary for collecting the tax.

As to collection of unpaid taxes, the County Treasurer has requested inclusion of language in Section 5.04 that “. . . the Mobile Home Park Tax shall automatically constitute a lien against the Mobile Home Park, **i.e., the real estate upon which said park is operated, regardless of how titled. . .**”

**FISCAL IMPACT:** The existing tax at 15% yields approximately \$600,000 annually.

The proposed ordinance as written is estimated to yield approximately \$250,000 annually, depending on level of occupancy and rental amount charged.

**CONCURRENCES:** County Treasurer, with amendments.

**ALTERNATIVES:** Adjust or abolish the tax rate as the Commissioners find prudent.

**ATTACHMENTS:** Proposed Ordinance

**AUDIO/VISUAL NEEDS:** None



**MOBILE HOME PARK TAX ORDINANCE  
FOR WASHINGTON COUNTY, MARYLAND**

Adopted \_\_\_\_\_, 20\_\_  
Effective \_\_\_\_\_, 20\_\_

**1. Establishment of tax.**

1.01 In accordance with Maryland Code, Local Government Article, §20-501, as amended from time to time, there is a Mobile Home Park Tax imposed in Washington County.

**2. Definitions.**

2.01 The words and phrases used in this Ordinance shall have their usual meaning, unless otherwise defined in this section.

2.02 *Mobile Home Park* means any real property that is leased or held out for lease for two or more Mobile Homes for residential use.

2.03 *Mobile Home* means a structure:

(i) Transportable in one or more sections;

(ii) 8 or more body feet in width and 30 or more body feet in length;

(iii) Built on a permanent chassis; and

(iv) Designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities.

2.04 *Gross Monthly Charges* means the gross charges received by a Mobile Home Park Operator for rental, leasing, or use of any space, facility, or accommodation in a Mobile Home Park, or for services provided by a Mobile Home Park; *Gross Monthly Charges* specifically includes any and all sums paid to the Mobile Home Park Operator by any tenant as a condition of occupying a space, facility, accommodation, or service, regardless of how itemized, characterized, or titled.

2.05 *Mobile Home Park Operator* means a person, partnership, corporation or other entity who or which owns, and as principal or through an agent, operates a Mobile Home Park in Washington County Maryland.

2.06 *Mobile Home Space* means a lot or area of real property in a Mobile Home Park on which an individual Mobile Home is situated.

### 3. Calculation and Payment of Tax.

3.01 *Tax imposed.* Every person, corporation, or other entity operating and conducting a Mobile Home Park in Washington County shall pay a monthly tax upon the Gross Monthly Charges collected by the Mobile Home Park Operator for each Mobile Home Space, computed at one of the following rates, whichever is less:

(a) Seven and one half percent (7.5%) of the Gross Monthly Charges collected by the Mobile Home Park Operator.

(b) Twenty Five Dollars (\$25.00) per month for each Mobile Home Space which is leased by a Mobile Home Park Operator.

3.02 *Report of Gross Monthly Charges.* On or before the fifteenth (15<sup>th</sup>) day of each month after the effective date of this ordinance, every Mobile Home Park Operator shall file with the Treasurer of Washington County a report showing, for the preceding month:

(a) the number of Mobile Home spaces rented;

(b) the rent and other Gross Charges received for each space or received for services provided by the Mobile Home Park;

(c) the total Gross Monthly Charges received; and

(d) the tax due, as calculated pursuant to Section 3.01 of this Ordinance.

3.03 *Remittance of Tax.* At the same time the report required by Section 3.02 of this Ordinance is due, every Mobile Home Park Operator shall remit to the Treasurer of Washington County the amount of tax due pursuant to Section 3.01 of this Ordinance.

3.04 *Separate charge of Tenant prohibited.* The tax imposed by this Ordinance is upon the rental income received by the Mobile Home Park Operator, and is the sole responsibility of the Mobile Home Park Operator. It shall be unlawful for the Mobile Home Park Operator to separately charge said tax to any individual tenant..

### 4. Investigation and Audit of Tax

4.01 *Investigation and Audit.* In the event that any Mobile Park Operator fails to collect and remit the tax imposed by this Ordinance, or fails to file a report as required by Section 3.02, or if the Treasurer has reasonable cause to believe an erroneous statement has been filed, the Treasurer or his designee may proceed to determine the amount due

to the County, and in connection therewith, shall make such investigations and take such testimony and other evidence as may be necessary; provided, however, that notice and opportunity to be heard be given by the Treasurer to any person, partnership, corporation, or other entity that may become liable for an amount determined by the Treasurer.

4.02 *Register of Tenants.* Every Mobile Home Park Operator shall keep and maintain on the premises of the Mobile Home Park a register showing the name, address, Vehicle Identification Number, date of commencement of occupancy, and date of termination of occupancy, and the amount of Gross Monthly Charges received, as to each Mobile Home space. Said register shall be kept up to date and shall be available at all reasonable times to inspection by the County Commissioners, the Treasurer, or their authorized representatives. Said register shall be retained by the Mobile Home Park Operator for at least five (5) years.

## **5. Penalties and Enforcement.**

5.01 *Penalty for Late Payment.* Failure to pay to the Treasurer the taxes imposed by this Ordinance when due shall be subject to a penalty of one percent (1%) per month.

5.02 *Misdemeanor.* Any Mobile Home Park Operator liable for the taxes imposed by this Ordinance who or which:

- (a) willfully fails to pay the taxes imposed by this Ordinance;
- (b) willfully fails to file any report required by this Ordinance;
- (c) willfully makes any false statement or misleading omission in any report filed pursuant to this Ordinance; or
- (d) willfully fails to maintain a register as required by this Ordinance

is guilty of a misdemeanor and upon conviction thereof, shall be fined not more than \$100.00 or imprisoned for not more than thirty (30) days or both for each offense; such fine or imprisonment in the discretion of the Court.

5.03 *Action to enforce.* In the event the Mobile Home Park Tax is not paid as required, the Office of the County Attorney or its designee may institute an action to recover said tax. The Mobile Home Park Operator which fails so to pay shall be responsible for the costs of such suit, including reasonable attorney's fees.

DRAFT OPTION 2 – FLAT MONTHLY RATE MOBILE HOME PARK TAX ORDINANCE FOR  
WASHINGTON COUNTY, MARYLAND

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5.04 *Lien and enforcement same as County real property taxes.* If not paid as required by this Ordinance, the Mobile Home Park Tax shall automatically constitute a lien against the Mobile Home Park, and shall be levied, collected, and enforced in the same manner as are County real property taxes, and shall have the same priority and bear the same interest and penalties as County real property taxes for lien purposes.

**6. Effective Date, Severability and Repeal of Prior Resolution.**

6.01 *Effective Date.* This Ordinance shall take effect on \_\_\_\_\_,  
20\_\_\_\_.

6.02 *Repeal of prior Resolution.* The Resolution of the Board of County Commissioners dated July 2, 1963, entitled “A Resolution Levying A Tax On Automobile Trailer Camps: Fixing The Amount And Providing For The Collection Thereof: And Prescribing Penalties For Violation Of The Resolution,” is hereby repealed.

6.03 *Severability.* If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid for any reason in a court of competent jurisdiction, the invalidity does not affect other provisions or any other application of this Ordinance which can be given effect without the invalid provision or application, and for this purpose the provisions of this Act are declared severable..



Agenda Report Form

Open Session Item

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

**SUBJECT:** Award of a one-year (1) extension of the Medicaid Ambulance/Wheelchair/Taxi Services contract for the Washington County Health Department

**PRESENTATION DATE:** January 28, 2020

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

**RECOMMENDED MOTION:** (RFP-2017-02) Grant a one-year contract extension to All American Ambulance & Transport for the Washington County Health Department, Medicaid Ambulance/Wheelchair/Taxi Service for the period July 1, 2020- June 30, 2021. All prices, terms and conditions of the original contract established through RFP-2017-02 will prevail.

**REPORT-IN-BRIEF:** The Maryland Department of Health is in the process of implementing a statewide Non-Emergency Medical Transportation broker to handle all aspects of the Non-Emergency Medicaid Transportation Program for the State of Maryland. The Washington County Health Department's original contract with renewals ends June 30, 2020. The Maryland Office of the Attorney General has advised all Local Health Departments who have opted-in for the first phase of the broker implementation whose contracts expire June 30, 2020; and, who have exhausted all current contract option years, to request an extension with the current transportation provider for a one-year extension to coincide with the first phase of the implementation of broker services to begin in Fall 2020/Winter 2021.

**DISCUSSION:** None

**FISCAL IMPACT:** The Medical Assistance Program has guaranteed 100% funding to cover the entire program for the extended year.

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Letter from Maryland Department of Health, Letter to current vendor and letter from vendor

**AUDIO/VISUAL NEEDS:** None



*Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Robert R. Neall, Secretary*

December 18, 2019

Dear Health Officers:

We are approaching the procurement process for the phased implementation of a statewide Non-Emergency Medical Transportation (NEMT) broker. During the November 7, 2019 NEMT Grant Managers Quarterly Meeting, the managers requested guidance on transportation provider contracts ending June 30, 2020.

#### **LHD's who Opted-in for the First Phase**

The Maryland Office of the Attorney General advises that Local Health Departments who have opted-in for the first phase of the broker implementation whose contracts expire June 30, 2020 and who have exhausted all current contract option years, contact your County Office of Law for counsel as soon as possible to avoid disruption to participant health care access and to ensure compliance with your county procurement policies .

Any contract or extension beyond the June 30, 2020 end date must be for an option period of not more than one year, to coincide with the first phase of the implementation of broker services to begin in Fall 2020/Winter 2021.

#### **LHD's who did Not Opt-In for the First Phase**

Local health departments that did not opt-in the first phase of the broker implementation should also contact their County Office of Law for counsel regarding existing transportation contract(s) in preparation for the implementation of phase two.

These counties shall ensure that prior to initiating procurement:

- Any new vendor contract must be for a single year with not more than three option years;
- Any new vendor contract shall be fee-for-service; and
- No new contract may reimburse via lump sum award.

AMBULANCE

WHEELCHAIR



## ALL AMERICAN AMBULANCE & TRANSPORT

BUSINESS OFFICE  
(301) 952-1193

AMBULANCE SERVICE  
(301) 855-HELP

FAX  
(301) 952-0303

1-6-20

Brenda Cole  
Washington County Health Department  
1302 Pennsylvania Avenue  
Hagerstown, Maryland 21742

Dear Ms. Cole

I am in receipt of your letter dated January 2<sup>nd</sup>, 2020 and would like to request the following. Due to our leasing, internet, phone and bonding contracts that expire 6-3-2020 we are requesting a one year extension. Our current landlord will only do one year leases for us, and our current bond is only available for one year periods as well.

If this is acceptable we would extend the current contract for a period of one year and agree to the existing terms in said contract. If the contract is unable to be extended for the full year we would have to have a change in pricing for any shortened extensions.

Sincerely,

A handwritten signature in black ink, appearing to read 'JPixton', written over a horizontal line.

James L. Pixton, Jr.,  
General Manager





# WASHINGTON COUNTY HEALTH DEPARTMENT

1302 Pennsylvania Avenue • Hagerstown, MD 21742

www.washhealth.org

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January 2, 2020

Mr. James L. Pixton, Jr.  
AM-VAN, Inc.  
1315 Marlboro Road  
Lothian, MD 20711

RE: Medicaid Transportation Contract  
#RFP-2017-02 Extension

Dear Mr. Pixton:

As you are aware the State of Maryland is contemplating a statewide contract to be in place for the Medicaid transportation for all local health departments by Fall 2020. Since our contract is due to expire June 30, 2020, would you be agreeable, to extend the Washington County Health Department contract at the rates and terms of the existing contract RFP-2017-02 until the State can award the statewide contract? If you are agreeable, please respond with a letter stating you are willing to extend the contract; and are agreeable to the terms, and I will then draft the contract for signature.

Sincerely,

A handwritten signature in cursive script, appearing to read "Brenda Cole".

Brenda Cole  
Procurement Officer

Cc: Donna Stouffer  
Luann Krist  
Shawn Stoner

ADMINISTRATION DIVISION

240-313-3255 • 240-313-3391 TDD • 240-313-3301 Fax



## Agenda Report Form

### Open Session Item

**SUBJECT:** Memoranda of Understanding with the Town of Boonsboro, Town of Smithsburg, and Town of Williamsport to cooperate in implementing National Pollutant Discharge Elimination System (“NPDES”) Small Municipal Separate Storm Sewer System (“MS4”) General Permit (“Permit”).

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Jeremy Mose, Director, Environmental Management, John Swauger, Stormwater Management Coordinator, Water Quality

**RECOMMENDED MOTION:** Motion to authorize execution of MOUs with Towns of Boonsboro, Smithsburg, and Williamsport to cooperate in implementation of NPDES.

**REPORT-IN-BRIEF:** Washington County, Maryland (County), and the Towns of Boonsboro, Smithsburg, and Williamsport (Towns) have been identified, by the Maryland Department of Environment (MDE) as being located within an urbanized area according to the 2010 U.S. Census. After applying the designation criteria, MDE has found that the County’s and Town’s stormwater discharges result in or have the potential to result in exceedances of water quality standards or other significant water quality impacts. As a result, the County and Towns have been designated for coverage under the National Pollutant Discharge Elimination System (NPDES) general permit for discharges from Small Municipal Separate Storm Sewer Systems (MS4).

The MOU with each Town specifies the obligations of the County and each Town to help each other comply with the NPDES permit.

**DISCUSSION:** The NPDES Permit (Appendix B Section 1 Part C- Sharing Responsibility) allows a permittee to rely on another entity, such as municipal partner, to satisfy one or more of the permit obligations. The other entity must agree to implement the minimum control measures on the permittee’s behalf. The permittee remains responsible for all regulatory obligations. MDE encourages permittees to enter into a legally binding agreement such as a MOU with the other entity to minimize uncertainty about compliance with the permit.

The MOU with each Town provides that the Town will adopt, administer and enforce the Washington County Stormwater Management Grading and Erosion Ordinance, and the Illicit Discharge Detection and Elimination Ordinance, or ordinances which are substantially similar. It also allocates responsibilities between the County and the Town for: training, exercising best management practices, record-keeping, public education, standard operating procedures, screening efforts, pollution prevention, assessment of impervious areas, and other activities that are required by the NPDES permit. It provides for mutual support and accountability for meeting each of these requirements.

**FISCAL IMPACT:** N/A

**CONCURRENCES:** Andrew Bright, Assistant County Attorney

**ALTERNATIVES:** Do not accept MOUs and Towns will be responsible to satisfy all obligations of their NPDES permit

**ATTACHMENTS:** MOUs for Boonsboro, Smithsburg, and Williamsport

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**  
**AND THE**  
**TOWN OF BOONSBORO, MARYLAND**

Recitals

Whereas, the Board of County Commissioners of Washington County, Maryland ("County"), and the Town of Boonsboro, Maryland ("Town") hereby enter into this memorandum of understanding ("MOU"). This MOU establishes a basis for cooperation between the Town and the County in implementing the National Pollutant Discharge Elimination System ("NPDES") Small Municipal Separate Storm Sewer System ("MS4") General Permit ("Permit").

1. Provided that the Town adopts the **Washington County Stormwater Management, Grading, and Erosion Control Ordinance**, the County will Administer and enforce the provisions of the most current version of the Washington County Stormwater Management, Grading, and Erosion Control Ordinance. More specifically, the following items will be the responsibility of the County:
  - I. Review and approval of all concept plans, development plans, and standard plans for stormwater management ("SWM") compliance.
  - II. Coordination and execution of Inspection and Maintenance Agreements ("I&MA"). Any stormwater management facilities that will be owned by the Town of Boonsboro must include the Town of Boonsboro in the coordination and execution of Inspection and Maintenance Agreements ("I&MA").
  - III. Coordination and execution of all Performance Bonding and Maintenance Bonding for SWM best management practices ("BMPs"), unless the SWM BMP is to be owned by the Town of Boonsboro, in which case the Town will coordinate and execute the Performance Bonding and Maintenance Bonding for the SWM BMPs.
  - IV. Construction Inspections of all SWM BMPs within the County.
  - V. As-built Inspections of all SWM BMPs within the County. If the SWM BMP is to be owned by the Town of Boonsboro, as-built inspections will be coordinated and scheduled with the Town and Town Staff.
  - VI. Triennial Inspection of all SWM BMPs within the County.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
2. **MCM #1. Public Education & Outreach**
  - a. The County will develop a Hotline Number to allow Citizens to report stormwater and illicit discharge complaints within the first year of permit. Complaints received for locations within the boundaries of the Town will be routed to the Town for investigation and resolution.
    - i. *The Town agrees to provide a hotline number for citizens within the Town corporate limits. The Town also agrees to provide appropriate contact information for Town staff who will be responsible to investigation of complaints to the County. The Town must report status of all complaint investigations and resolutions to the County.*

- b. The County will determine target audience of the County and develop materials to educate the audience on the impact of stormwater.
  - i. *The Town may utilize county materials and has the express permission of the County to freely reprint, with attribution, materials which have been developed, created and published by the County, but the Town will be responsible for printing and distribution of any material it has reprinted or republished.*
- c. The County will distribute its educational materials through newsletters, its own Webpage, or other appropriate methods. Links may be made from The Town webpage to County Webpage for consistency of information.
  - i. *The Town will be responsible for printing and distribution if it utilizes County materials.*
  - ii. *The Town is responsible for maintaining links on its Webpages.*
- d. The County will develop and implement an annual employee training program that addresses appropriate topics to prevent or reduce the discharge of stormwater pollution into the MS4. Tracking of training and material is required and will be submitted to the Maryland Department of Environment (“MDE”).
  - i. *It shall be the Town’s responsibility to ensure proper training to their employees and to document and track the training received. Towns may also attend County training, provided there is seating availability.*

**3. MCM #3. Illicit Discharge Detection and Elimination (IDDE)**

- a. The County will maintain and update a map of Washington County identifying all MS4 stormwater conveyances, outfalls, stormwater BMPs, and waters of the U.S. receiving stormwater discharges. The County will provide available map layers, data, etc. upon request of towns.
  - i. *The Town is responsible to locate and map stormwater conveyances and outfalls within Town corporate limits. The Town shall provide stormwater mapping information to the County for inclusion into the county’s mapping.*
- b. The County will develop and adopt an IDDE ordinance or other regulatory means to prohibit illicit discharges into the MS4.
  - i. *The Town will adopt an ordinance that is substantially similar to the County’s IDDE Ordinance, and the Town will be responsible for implementing IDDE within the Town corporate limits.*
- c. The County will establish legal means for gaining access to private property to investigate and eliminate illicit discharges by means of the IDDE ordinance.
  - i. *The Town will adopt an ordinance that is substantially similar to the County’s IDDE Ordinance, and the Town will be responsible for implementing IDDE within the Town corporate limits.*
- d. The County will develop and submit to the MDE for approval, a written Standard Operating Procedures (“SOP”) Guidance Manual for IDDE to implement the inspection, identification and enforcement process.
  - i. *The Town will adopt IDDE SOPs that are substantially similar to the County’s IDDE SOPs and will be responsible for implementing IDDE within the Town corporate limits.*

- e. The County will document results of IDDE screening efforts, including description of how screening locations were prioritized, and any necessary follow-up investigations, enforcement, and remediation measures implemented to address suspected discharge. The County will submit IDDE data to MDE.
  - i. *The Town will document the efforts made within the Town Corporate Limits and submit to the County.*
- f. The County will maintain records of the IDDE program and will make them available to MDE during reviews.
  - i. *The Town will maintain records of its IDDE program within the Town Corporate Limits and submit their records to the County.*

**4. MCM #4. Construction Site Stormwater Runoff Control**

- a. The County will Administer and enforce the provisions of the most current version of the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.
  - i. *The Town has adopted, and will re-adopt, the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- b. The County, through cooperation with the Washington County Soil Conservation District (“WCSCD”) will ensure that all permits have been obtained, including the MDE General Permit for Stormwater Discharge Associated with Construction Activity for projects disturbing one acre or more and for local Sediment and Erosion Control approval.
  - i. *The Town has adopted, and will re-adopt, the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- c. The County employs a service request system for receiving, investigating and resolving complaints from any interested party related to construction activities and ability to respond to complainant within 7 days. The County will provide a list to MDE of complaints and a summary of resolution actions via the Annual Report process.
  - i. *The Town has adopted, and will re-adopt, the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- d. The County will track all active grading permits within the County and report to MDE as required.
  - i. *The Town has adopted, and will re-adopt, the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- e. The County will continue to work with WCSCD and MDE on enforcement procedures for violations during construction activity.
  - i. *The Town has adopted, and will re-adopt, the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*

- f. The County will insure all necessary County employees receive training on proper procedures and actions to address potential discharge of pollutants into the MS4 as a result of construction activity. All County construction inspectors must possess the Responsible Personnel Certification (“RPC”) provided through MDE.

- i. *The Town will be responsible to insure all necessary Town employees receive training on proper procedures and actions to address potential discharge of pollutants into the MS4 as a result of construction activity. Town personnel who are responsible for construction activities should maintain RPC as well. The Town will provide documentation of compliance with this paragraph to the County.*

**5. MCM #5. Post Construction Stormwater Management**

- a. The County will Administer and Enforce the provisions of the most current version of the Washington County Stormwater Management, Grading, and Erosion Control Ordinance. The County will continue to maintain and update the Urban Best Management Practice (“BMP”) database. The County will provide database for those BMPs with in the Town corporate limits. The County will perform triennial inspections within the county and will track number of violations and status of enforcement.

- i. *The Town has adopted, and will re-adopt, the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*

- b. The County will maintain records of routine maintenance for all County owned BMPS.

- i. *The Town will be responsible for maintenance of Town-owned BMPS, will maintain records of maintenance performed, and will provide those records to the County.*

- c. The County will provide training to stormwater program staff and staff responsible for design, performance, inspection, and routine maintenance. The County will report the number of trainings offered, topics covered, and number of attendees to MDE.

- i. *It shall be the Town’s responsibility to ensure proper training to their employees and to document and track the training received. Towns may also attend County training, provided there is seating availability.*

**6. MCM #6. Pollution Prevention and Good Housekeeping**

- a. The County will provide annual training to County staff, designed to reduce or eliminate the discharge of pollutants during municipal operations.

- i. *It shall be the Town’s responsibility to ensure proper training to the Town’s employees and to document and track the training received. The Town may also attend County training, provided there is seating availability.*

- b. The County currently maintains General Permits for Stormwater Discharge Associated with Industrial Activities for all County maintenance facilities. The county will continue to update Stormwater Pollution Prevention Plans (“SWPPPs”) associated with these industrial sites.

- i. *It is the Town’s responsibility to determine the facilities, owned by the Town, that require coverage under the General Permits for Stormwater Discharge Associated with Industrial*

*Activities and development of associated SWPPPs. The Town shall provide to the County a list of covered facilities.*

- c. The County will develop and maintain good housekeeping plans for all County-owned facilities as deemed necessary as defined in the NPDES MS4 permit. The County will quantify then report pollution prevention efforts related to street sweeping, inlet cleaning, pesticide application, fertilizer application, snow and ice removal, and any other good housekeeping methods performed by the County.
  - i. *It is the Town's responsibility to develop and maintain good housekeeping plans for all Town facilities as deemed necessary as defined in the NPDES MS4 permit. The Towns will quantify then report pollution prevention efforts related to street sweeping, inlet cleaning, pesticide application, fertilizer application, snow and ice removal and any other good housekeeping methods performed by the Town to the County and MDE.*

## **7. Chesapeake Bay Restoration and Meeting Total Maximum Daily Loads**

- a. The County will develop and maintain a baseline impervious area assessment for the County MS4 Urbanized Area ("UA"). The county will make available, upon request, any mapping or site plans that exist at time of request for use by the Town.
  - i. *It is the Town's responsibility to develop and maintain a baseline impervious area assessment for the Town's MS4 UA. The Town shall provide baseline impervious assessment to the County.*
- b. The County will develop and implement an Impervious Area Restoration Work Plan to meet its restoration goal of 20% of impervious area restoration for the County MS4 in the UA. When possible, the County will collaborate with the Town on planning and restoration efforts.
  - i. *It is the Town's responsibility to develop and implement an Impervious Area Restoration Work Plan to meet its restoration goal of 20% of impervious area restoration for the Town's MS4 in the UA. When possible, the Town will collaborate with the County on planning and restoration efforts.*
- c. The County will develop a Restoration Activity Schedule for the County MS4 UA restoration plans.
  - i. *It is the Town's responsibility to develop a Restoration Activity Schedule for the Town's MS4 UA restoration plans. The Town shall report restoration activity schedule to the County.*
- d. The County will maintain and update the BMP Database consistent with MDE requirements.
  - i. *It is the Town's responsibility to report all restoration efforts to the County for inclusion into the BMP database. The Town is responsible for the accuracy of the information provided.*

This memorandum of understanding will be effective when signed by all parties and will continue to be in effect until modified or terminated by mutual consent of the parties hereto or terminated by any party by giving a sixty (60) day notice in writing to the other parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered.

ATTEST:


BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND


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

\_\_\_\_\_  
By: Jeffrey A. Cline, President

ATTEST:

TOWN OF BOONSBORO, MARYLAND

  
\_\_\_\_\_  
Heather Slough, Town Clerk

  
\_\_\_\_\_  
By: Howard W. Long, Mayor

Recommended for approval by the County:

Approved for execution by the County:

\_\_\_\_\_  
Jeremy C. Mose  
Director  
Division of Environmental Management

\_\_\_\_\_  
Kirk C. Downey,  
Interim County Administrator

Approved as to form and legal sufficiency  
for execution by the County:

Approved as to form and legal sufficiency  
for execution by the Town:

\_\_\_\_\_  
B. Andrew Bright, Assistant County Attorney

  
\_\_\_\_\_  
William C. Wantz, Town Attorney



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**  
**AND THE**  
**TOWN OF SMITHSBURG, MARYLAND**

Recitals

Whereas, the Board of County Commissioners of Washington County, Maryland ("County"), and the Town of Smithsburg, Maryland ("Town") hereby enter into this memorandum of understanding ("MOU"). This MOU establishes a basis for cooperation between the Town and the County in implementing the National Pollutant Discharge Elimination System ("NPDES") Small Municipal Separate Storm Sewer System ("MS4") General Permit ("Permit").

- I. Provided that the Town adopts the **Washington County Stormwater Management, Grading, and Erosion Control Ordinance**, the County will Administer and enforce the provisions of the most current version of the Washington County Stormwater Management, Grading, and Erosion Control Ordinance. More specifically, the following items will be the responsibility of the County:
  - I. Review and approval of all concept plans, development plans, and standard plans for stormwater management ("SWM") compliance.
  - II. Coordination and execution of Inspection and Maintenance Agreements ("I&MA")
  - III. Coordination and execution of all Performance Bonding and Maintenance Bonding for SWM best management practices ("BMPs"), unless the Town coordinates and administers such Bonding requirements autonomously.
  - IV. Construction Inspections of all SWM BMPs within the County.
  - V. As-built Inspections of all SWM BMPs within the County.
  - VI. Triennial Inspection of all SWM BMPs within the County.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
  
2. **MCM #1. Public Education & Outreach**
  - a. The County will develop a Hotline Number to allow Citizens to report stormwater and illicit discharge complaints within the first year of permit. Complaints received for locations within the boundaries of the Town will be routed to the Town for investigation and resolution.
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MEMORANDUM OF UNDERSTANDING

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND  
RECEIVED

AND THE

NOV 08 2019

TOWN OF SMITHSBURG, MARYLAND

WASHINGTON COUNTY  
DIVISION OF ENV MNGT

Recitals

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*County, but the Town will be responsible for printing and distribution of any material it has reprinted or republished.*

- c. The County will distribute its educational materials through newsletters, its own Webpage, or other appropriate methods. Links may be made from The Town webpage to County Webpage for consistency of information.
  - i. The Town will be responsible for printing and distribution if it utilizes County materials.*
  - ii. The Town is responsible for maintaining links on its Webpages.*
- d. The County will develop and implement an annual employee training program that addresses appropriate topics to prevent or reduce the discharge of stormwater pollution into the MS4. Tracking of training and material is required and will be submitted to the Maryland Department of Environment (“MDE”).
  - i. It shall be the Town's responsibility to insure proper training to their employees and to document and track the training received. Towns may also attend County training, provided there is seating availability.*

**3. MCM #3. Illicit Discharge Detection and Elimination (IDDE)**

- a. The County will maintain and update a map of Washington County identifying all MS4 stormwater conveyances, outfalls, stormwater BMPs, and waters of the U.S. receiving stormwater discharges. The County will provide available map layers, data, etc. upon request of towns.
  - i. The Town is responsible to locate and map stormwater conveyances and outfalls within Town corporate limits. The Town shall provide stormwater mapping information to the County for inclusion into the county's mapping.*
- b. The County will develop and adopt an IDDE ordinance or other regulatory means to prohibit illicit discharges into the MS4.
  - i. The Town will adopt the County IDDE ordinance or one which is substantially similar, and the Town will be responsible for implementing IDDE within the Town corporate limits.*
- c. The County will establish legal means for gaining access to private property to investigate and eliminate illicit discharges by means of the IDDE ordinance.
  - i. The Town will adopt the County IDDE ordinance or one which is substantially similar, and the Town will be responsible for implementing IDDE within the Town corporate limits.*
- d. The County will develop and submit to the MDE for approval, a written Standard Operating Procedures (“SOP”) Guidance Manual for IDDE to implement the inspection, identification and enforcement process.
  - i. The Town will adopt and utilize the County IDDE SOPs or ones which are substantially similar, and will be responsible for implementing IDDE within the Town corporate limits.*
- e. The County will document results of IDDE screening efforts, including description of how screening locations were prioritized and any necessary follow-up investigations, enforcement, and remediation measures implemented to address suspected discharge. The County will submit IDDE data to MDE.
  - i. The Town will document the efforts made within the Town Corporate Limits and submit to the County.*

- f. The County will maintain records of the IDDE program and will make them available to MDE during reviews.
  - i. *The Town will maintain records of IDDE program within the Town Corporate Limits and submit the same to the County.*

**4. MCM #4. Construction Site Stormwater Runoff Control**

- a. The County will Administer and enforce the provisions of the most current version of the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- b. The County, through cooperation with the Washington County Soil Conservation District (“WCSCD”) will insure that all permits have been obtained, including the MDE General Permit for Stormwater Discharge Associated with Construction Activity for projects disturbing one acre or more and for local Sediment and Erosion Control approval.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- c. The County employs a service request system for receiving, investigating and resolving complaints from any interested party related to construction activities and ability to respond to complainant within 7 days. The County will provide a list to MDE of complaints and a summary of resolution actions via the Annual Report process.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- d. The County will track all active grading permits within the County and report to MDE as required.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- e. The County will continue to work with WCSCD and MDE on enforcement procedures for violations during construction activity.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
- f. The County will insure all necessary County employees receive training on proper procedures and actions to address potential discharge of pollutants into the MS4 as a result of construction activity. All County construction inspectors must possess the Responsible Personnel Certification (“RPC”) provided through MDE.
  - i. *The Town will be responsible to insure all necessary Town employees receive training on proper procedures and actions to address potential discharge of pollutants into the MS4 as a result of*

*construction activity. (Town personnel who are responsible for construction activities should maintain RPC as well.) The Town will provide documentation of compliance with this paragraph to the County.*

**5. MCM #5. Post Construction Stormwater Management**

- a. The County will Administer and Enforce the provisions of the most current version of the Washington County Stormwater Management, Grading, and Erosion Control Ordinance. The County will continue to maintain and update the Urban Best Management Practice (“BMP”) database. The County will provide database for those BMPs with in the Town corporate limits. The County will perform triennial inspections within the county and will track number of violations and status of enforcement.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
  
- b. The County will maintain records of routine maintenance for all County owned BMPS.
  - i. *The Town will be responsible for maintenance of Town-owned BMPs and will maintain records of maintenance performed.*
  
- c. The County will provide training to stormwater program staff and staff responsible for design, performance, inspection, and routine maintenance. The County will report the number of trainings offered, topics covered, and number of attendees to MDE.
  - i. *It shall be the Town’s responsibility to insure proper training to their employees and to document and track the training received. Towns may also attend County training, provided there is seating availability.*

**6. MCM #6. Pollution Prevention and Good Housekeeping**

- a. The County will provide annual training to County staff, designed to reduce or eliminate the discharge of pollutants during municipal operations.
  - i. *It shall be the Town’s responsibility to insure proper training to the Town’s employees and to document and track the training received. The Town may also attend County training, provided there is seating availability.*
  
- b. The County currently maintains General Permits for Stormwater Discharge Associated with Industrial Activities for all County maintenance facilities. The county will continue to update Stormwater Pollution Prevention Plans (“SWPPPs”) associated with these industrial sites.
  - i. *It is the Town’s responsibility to determine the facilities, owned by the Town, that require coverage under the General Permits for Stormwater Discharge Associated with Industrial Activities and development of associated SWPPPs. The Town shall provide to the County a list of covered facilities.*
  
- c. The County will develop and maintain good housekeeping plans for all County-owned facilities as deemed necessary as defined in the NPDES MS4 permit. The County will quantify and report pollution

prevention efforts related to street sweeping, inlet cleaning, pesticide application, fertilizer application, snow and ice removal, and any other good housekeeping methods performed by the County.

- i. *It is the Town's responsibility to develop and maintain good housekeeping plans for all Town facilities as deemed necessary as defined in the NPDES MS4 permit. The Towns will quantify and report pollution prevention efforts related to street sweeping, inlet cleaning, pesticide application, fertilizer application, snow and ice removal and any other good housekeeping methods performed by the Town to the County and MDE.*

## **7. Chesapeake Bay Restoration and Meeting Total Maximum Daily Loads**

- a. The County will develop and maintain a baseline impervious area assessment for the County MS4 Urbanized Area ("UA"). The county will make available, upon request, any mapping or site plans that exist at time of request for use by the Town.
  - i. *It is the Town's responsibility to develop and maintain a baseline impervious area assessment for the Town's MS4 UA. The Town shall provide baseline impervious assessment to the County.*
- b. The County will develop and implement an Impervious Area Restoration Work Plan to meet its restoration goal of 20% of impervious area restoration for the County MS4 in the UA. When possible, the County will collaborate with the Town on planning and restoration efforts.
  - i. *It is the Town's responsibility to develop and implement an Impervious Area Restoration Work Plan to meet its restoration goal of 20% of impervious area restoration for the Town's MS4 in the UA. When possible, the Town will collaborate with the County on planning and restoration efforts.*
- c. The County will develop a Restoration Activity Schedule for the County MS4 UA restoration plans.
  - i. *It is the Town's responsibility to develop a Restoration Activity Schedule for the Town's MS4 UA restoration plans. The Town shall report restoration activity schedule to the County.*
- d. The County will maintain and update the BMP Database consistent with MDE requirements.
  - i. *It is the Town's responsibility to report all restoration efforts to the County for inclusion into the BMP database. The Town is responsible for the accuracy of the information provided.*

This memorandum of understanding will be effective when signed by all parties and will continue to be in effect until modified or terminated by mutual consent of the parties hereto or terminated by any party by giving a sixty (60) day notice in writing to the other parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered.

ATTEST:

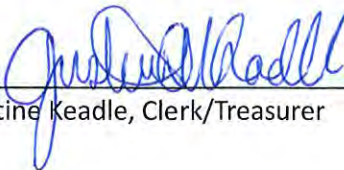
BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND


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

\_\_\_\_\_  
By: Jeffrey A. Cline, President

ATTEST:

TOWN OF SMITHSBURG, MARYLAND

  
\_\_\_\_\_  
Justine Keadle, Clerk/Treasurer

  
\_\_\_\_\_  
By: Lowell J. Kesselring, Mayor

Recommended for approval by the County:

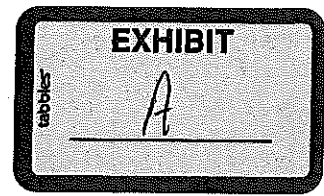
Approved for execution by the County:

\_\_\_\_\_  
Jeremy C. Mose  
Director  
Division of Environmental Management

\_\_\_\_\_  
Kirk C. Downey  
Interim County Administrator

Approved as to form and legal sufficiency  
for execution by the County:

\_\_\_\_\_  
B. Andrew Bright, Assistant County Attorney



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**  
**AND THE**  
**TOWN OF WILLIAMSPORT, MARYLAND**

Recitals

Whereas, the Board of County Commissioners of Washington County, Maryland ("County"), and the Town of Williamsport, Maryland ("Town") hereby enter into this memorandum of understanding ("MOU"). This MOU establishes a basis for cooperation between the Town and the County in implementing the National Pollutant Discharge Elimination System ("NPDES") Small Municipal Separate Storm Sewer System ("MS4") General Permit ("Permit").

1. Provided that the Town adopts the **Washington County Stormwater Management, Grading, and Erosion Control Ordinance**, the County will Administer and enforce the provisions of the most current version of the Washington County Stormwater Management, Grading, and Erosion Control Ordinance. More specifically, the following items will be the responsibility of the County:
  - I. Review and approval of all concept plans, development plans, and standard plans for stormwater management ("SWM") compliance.
  - II. Coordination and execution of Inspection and Maintenance Agreements ("I&MA")
  - III. Coordination and execution of all Performance Bonding and Maintenance Bonding for SWM best management practices ("BMPs"), unless the Town coordinates and administers such Bonding requirements autonomously.
  - IV. Construction Inspections of all SWM BMPs within the County.
  - V. As-built Inspections of all SWM BMPs within the County.
  - VI. Triennial Inspection of all SWM BMPs within the County.
  - i. *The Town will adopt the Washington County Stormwater Management, Grading, and Erosion Control Ordinance.*
  
2. **MCM #1. Public Education & Outreach**
  - a. The County will develop a Hotline Number to allow Citizens to report stormwater and illicit discharge complaints within the first year of permit. Complaints received for locations within the boundaries of the Town will be routed to the Town for investigation and resolution.
    - i. *The Town agrees to provide a hotline number for citizens within the Town corporate limits. The Town also agrees to provide appropriate contact information for Town staff who will be responsible to investigation of complaints to the County. The Town must report status of all complaint investigations and resolutions to the County.*
  
  - b. The County will determine target audience of the County and develop materials to educate the audience on the impact of stormwater.
    - i. *The Town may utilize county materials and has the express permission of the County to freely reprint, with attribution, materials which have been developed, created and published by the*



*County, but the Town will be responsible for printing and distribution of any material it has reprinted or republished.*

- c. The County will distribute its educational materials through newsletters, its own Webpage, or other appropriate methods. Links may be made from The Town webpage to County Webpage for consistency of information.
  - i. The Town will be responsible for printing and distribution if it utilizes County materials.*
  - ii. The Town is responsible for maintaining links on its Webpages.*
- d. The County will develop and implement an annual employee training program that addresses appropriate topics to prevent or reduce the discharge of stormwater pollution into the MS4. Tracking of training and material is required and will be submitted to the Maryland Department of Environment (“MDE”).
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**3. MCM #3. Illicit Discharge Detection and Elimination (IDDE)**

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF WASHINGTON COUNTY, MARYLAND

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

\_\_\_\_\_  
By: Jeffrey A. Cline, President

ATTEST:

TOWN OF WILLIAMSPORT, MARYLAND

  
\_\_\_\_\_  
Donnie Stotelmyer, Town Manager

  
\_\_\_\_\_  
William Green, Mayor

Recommended for approval by the County:

Approved for execution by the County:

\_\_\_\_\_  
Jeremy C. Mose  
Director  
Division of Environmental Management

\_\_\_\_\_  
Kirk Downey  
Interim County Administrator

Approved as to form and legal sufficiency  
for execution by the County:

\_\_\_\_\_  
B. Andrew Bright, Assistant County Attorney



## Agenda Report Form

### Open Session Item

**SUBJECT:** Letter requesting submission of FY20 Infrastructure for Rebuilding America (INFRA) Grant Application for Interstate 81 Phase 2

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Scott Hobbs, Director, Engineering, and Susan Buchanan, Director, Office of Grant Management

**RECOMMENDED MOTION:** Consensus to submit a letter to the Maryland Department of Transportation (MDOT) requesting the State's submission of the FY20 INFRA Grant application for Interstate 81 Phase 2.

**REPORT-IN-BRIEF:** Staff is requesting consensus approval to submit a letter from the Board of County Commissioners (BOCC) requesting the State submit an INFRA grant application for I-81 Phase 2.

**DISCUSSION:** The U.S. Department of Transportation (USDOT) has released the FY20 Notice of Funding Opportunity for the Infrastructure for Rebuilding America (INFRA) grant program. Staff requests a letter from the BOCC be sent to the MDOT Secretary requesting the State submit an application for construction of I-81 Phase 2, which consists of reconstruction and widening of the interstate from north of MD63/MD68 (Exit 1) at Williamsport to north of the Halfway Boulevard interchange (Exit 5). The letter will confirm the County's continued support for the application, evidenced by the \$1,000,000 local funding commitment to the project approved by the BOCC on January 29, 2019.

The FY19 INFRA grant application for the project was not awarded funding, but the re-submission of an application incorporating the feedback received from the USDOT grant debriefing is anticipated to be more competitive in FY20.

**FISCAL IMPACT:** \$1,000,000 contingent upon INFRA grant award for I-81 Phase 2

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** Letter to MDOT Secretary

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

Jeffrey A. Cline, *President*  
Terry L. Baker, *Vice President*  
Krista L. Hart, *Clerk*



Wayne K. Keefer  
Cort F. Meinelschmidt  
Randall E. Wagner

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

January 28, 2020

Mr. Gregory Slater  
Transportation Secretary  
Maryland Department of Transportation  
7201 Corporate Center Drive  
Hanover, MD 21076

Dear Mr. Slater:

I am writing to formally request the State's submission of a FY20 application to the INFRA Grant program requesting funding for Interstate 81 Phase 2.

Improvements to Interstate 81 remain a high priority of the County, recognizing the benefit to local businesses and citizens, along with the potential for future economic development in the area. Furthermore, the County understands that a commitment of local funding will enhance our grant application.

In 2019, The Board of County Commissioner voted to provide \$1,000,000 of local funding support to match a successful INFRA grant award for this project. The County is hopeful that this commitment combined with the State's continued support and partnership in these efforts will result in a successful grant application.

Sincerely,

BOARD OF COUNTY COMMISSIONERS OF  
WASHINGTON COUNTY, MARYLAND

By: \_\_\_\_\_  
Jeffrey A. Cline, President

Cc: Board of County Commissioners  
Kirk Downey, Interim County Administrator, Washington County  
Scott Hobbs, Director, Division of Engineering, Washington County  
Susan Buchanan, Director, Office of Grant Management, Washington County



Open Session Item

**SUBJECT:** Response to Minimum Wage Legislation

**PRESENTATION DATE:** January 28, 2020

**PRESENTATION BY:** Sara Greaves, Chief Financial Officer, Rachel Brown, Director, Human Resources

**RECOMMENDED MOTION:** For consideration to establish an approach for the FY2021 budget and future years.

**REPORT-IN-BRIEF:** Commissioners requested the County's plan of action to address the minimum wage legislation through FY2025.

**DISCUSSION:** The current minimum wage is \$11.00 per hour (Effective Jan 1, 2020). Maryland law makers passed legislation to raise minimum wage to \$15 per hour by 2025 through incremental yearly increases.

**Current legislation**

Below are the required minimum wage changes per Maryland legislation.

\$10.10 Prior

\$11 on Jan. 1, 2020, 8% increase

\$11.75 on Jan. 1, 2021, 6% increase

\$12.50 on Jan. 1, 2022, 6% increase

\$13.25 on Jan. 1, 2023, 6% increase

\$14 on Jan. 1, 2024, 5% increase

\$15 on Jan. 1, 2025, 7% increase

A part time scale option was presented on December 10<sup>th</sup> for consideration. The commissioners requested staff to provide an example of the cumulative effect on a temporary or seasonal employee versus a regular part time employee. The analysis provides information that implementing a separate part time scale now, and adjusting the lowest grade and step by the minimum wage each year, provides a greater benefit to temporary part-time employees over regular part-time employees, and creates a situation in some cases where a seasonal employees' wages may exceed a regular employees' wages. This was not the intention of the separate scale. Please refer to the example on the next page.



PT - Transit Driver - Grade 5, step 7							
Regular employee							
\$15.41 per hour							
Assumptions - Annual step and COLA of 1%, abides by grade and step policy							
	Grade	Step	Hourly rate				
FY21	5	8	15.94				
FY22	5	9	16.49				
FY23	5	10	17.1				
FY24	5	11	17.68				
FY25	6	11	19.32				
Overall increase			21%				
PT - Recreation Director - Grade 4, Step 11							
Temporary/Seasonal employee							
\$15.74 per hour							
Assumptions - NO steps, COLA adj based on minimum wage							
	Grade	Step	Hourly rate				
FY21	4	13	15.80				
FY22	4	13	16.80				
FY23	4	13	17.81				
FY24	4	13	18.83				
FY25	4	13	20.17				
Overall increase			28%				

Based on the above analysis, staff recommends the following:

Continue using the current scale for all employees. Move affected employees only to the closest step on their current grade to meet the minimum wage legislation. In FY2025, remove grades 1-5 from the scale, since the starting rate falls below \$15.00 per hour. Move all employees classified in grades 1-5 to the step that most closely matches their current rate of pay without reducing it on grade 6. This means that the step they are on will reduce, but their rate of pay will not.

In FY2024, re-evaluate the possibility of implementing a part time scale with a lower increase between grades and steps to be implemented in FY2025.

The estimated annual cost of the proposed plan is:

FY21 – \$50,000

FY22 - \$80,000

FY23 - \$100,000

FY24 – \$115,000

FY25 - \$200,000

Cumulative - \$545,000

As discussed previously, implementation to occur the beginning of the fiscal year, rather than calendar year as legislation directs. This results in early implementation by 6 months.

The County Commissioners reserve the right to make changes to this plan through the annual budget. This plan is set forth as a guide to staff to move forward for FY2021 and beyond.

**FISCAL IMPACT:** \$545,000

**CONCURRENCES:** N/A

**ALTERNATIVES:** N/A

**ATTACHMENTS:** N/A

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