Regular Session (87th Voting Session)
Mayor and City Council
February 27, 2024
Agenda

The agenda and meeting packet is available at
www.hagerstownmd.org/government/agenda

7:00 PM - February 27, 2024 - REGULAR SESSION -*Council Chamber, 2nd floor, City Hall*

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. Mayor Tekesha A. Martinez

B. A. Rules of Procedure – Effective December 15, 2020
B. Use of cell phones during meetings is restricted.
C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
D. Meeting Schedule:
1. Tuesday, March 5, 2024 - State of the City at 7:00 a.m.
2. Tuesday, March 5, 2024 - Work Session at 4:00 p.m.
3. Tuesday, March 12, 2024 - Work Session at 4:00 p.m.
4. Tuesday, March 19, 2024 - Work Session at 4:00 p.m.
5. Tuesday, March 26, 2024 - Regular Session at 7:00 p.m.

V. APPOINTMENTS

A. Public Service Citizen Advisory Committee
1. Lisa Knight
2. Kayla Trovinger
3. Tiara Lester
4. David Haller
5. Denise Cintron

VI. AGENDA ITEM CITIZEN COMMENTS

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, February 27, 2024. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. MINUTES

January 9, 2024, January 18, 2024 and January 30, 2024

VIII. CONSENT

A. City Clerk

1. Open Container Exemption and Street Closure - St. Patrick's Day Street Festival - March 16, 2024

B. Technology and Support Services

1. Cisco Duo Multi-factor Authentication (MFA) Software Renewal - SHI (Somerset, NJ) $ 26,940.00

C. Engineering

1. MKS Business Park Stormwater Retrofit Project - Change Orders to Project - Superior Facilities Management Services (SFMS) (Bethesda, MD) $ 60,000.00
2. Medway Road Drainage Improvements - Henson & Son, Inc. (Hagerstown, MD) $ 73,000.00
3. Trash Totes - Rehrig Pacific Co. (Erie, PA) $ 928,000.00

D. Police

1. Mobile Radios – Washington County Wireless Communications (Hagerstown, MD) $ 20,502.15
2. Annual Mid-Atlantic Regional Gang Investigators Network (MARGIN) Conference – Mid-Atlantic Regional Gang Investigators Network (Fairplay, MD) $ 20,000.00

E. Public Works

1. City Hall Improvements - 1st Floor Renovations - Newcomers (Chambersburg, PA) $ 38,940.00
2. Gasboy Islander Prime Pedestal and Software - Spigler Petroleum Equipment, LLC (Westminster, MD) $ 12,574.80
3. Signal Controller Upgrades for S. Potomac St. and Memorial Boulevard - Econolite (Glen Burnie, MD) $ 27,191.00
4. Potterfield Pool Chemicals - Amato Industries, Inc. (Silver Spring, MD) $ 28,000.00
5. Hellane Park West End Little League Roof Replacements - Restoration Unlimited, Inc. (Williamsport, MD) $ 33,940.00
6. Downtown Beautification Program - Litter Receptacles - Victor Stanley (Dunkirk, MD) $ 14,992.40

F. Utilities

1. Light: Vegetation Management Blanket Contract -- N.G. Gilbert (Muncie, IN) $580,616.10
2. Water: Annual Maintenance Contract for Hach Analyzers - Hach Company (Loveland, CO) $20,872.00
3. Wastewater: Defoamer - Maryland Biochemical (Bel Air, MD) $29,284.80
4. Wastewater: SCADA System Spare Parts - Capital Electric (Hagerstown, MD) $14,939.47
5. Wastewater: Automatic Vehicular Entrance Gate System - ProMax Fence Systems, Inc. (Reading, PA) $165,805.00

IX. UNFINISHED BUSINESS

A. Approval of an Annexation Resolution – A-2023-02: Blaine Properties, LP

B. Approval of an Ordinance: Acquisition of Property – Hillside Manor Pump Station

X. NEW BUSINESS

A. Introduction of an Ordinance: Conveyance of Pump Station 30 Lot By Richmond Homes of Maryland, Inc.

B. Petition for Annexation of Heavens Heights Homes, LLC

C. Approval of Annexation Plan – A-2023-04: Heavens Heights Homes, LLC

D. Introduction of Annexation Resolution – A-2023-04: Heavens Heights Homes, LLC

E. Approval of a Resolution: Addendum to Agreement with Sierra Nevada Corporation

F. Approval of a Resolution: Enforce Lease Agreement with DairyOne

G. Approval of a Resolution to Terminate of User Agreement for American Little League

H. Approval of a Resolution to Terminate the User Agreement for West End Little League

I. Approval of a Resolution for User Agreement with Hub City Little League

J. Approval of a Resolution: Lease Agreement with ESM Hagerstown, LLC for Operation and Maintenance of the Hagerstown Field House, 290 Memorial Boulevard

K. Approval of a Resolution: Terminating Purchase Agreement for Property on Washington Street and Wakefield Road from Calvary Grace Brethren Church

L. Approval of a Memorandum of Understanding: With State Highway Administration for Intersection Improvements at Potomac Street and Baltimore Street

M. Approval of the Conversion of the Records Specialist from Part-Time to a Full-Time Position

N. Approval of City-Wide Mowing Contract 2024: 03/15/24-12/15/24

O. Approval of Final FY25 and Draft FY26 and FY27 Pavement Preservation Street Lists

XI. GENERAL CITIZEN COMMENTS

XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mayor Tekesha A. Martinez

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

A. Rules of Procedure – Effective December 15, 2020
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Public Service Citizen Advisory Committee
1. Lisa Knight
2. Kayla Trovinger
3. Tiara Lester
4. David Haller
5. Denise Cintron

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, February 27, 2024. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
January 9, 2024, January 18, 2024 and January 30, 2024

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_January_Minutes.pdf	Motion: January Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: February 27, 2024

TOPIC: **Approval of Minutes**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on January 9, 2024, January 18, 2024, and January 30, 2024.

DATE OF PASSAGE: January 30, 2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Open Container Exemption and Street Closure - St. Patrick's Day Street Festival - March 16, 2024

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Consent_Agenda.pdf	Motion: Consent Agenda
Open_Container_Exemption_with_Hold_Harmless_-_St._Patrick_s_Day_Street_Festival_(1).pdf	Open Container Exemption - St. Patrick's Day Street Festival

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: February 27, 2024

TOPIC: **Consent Agenda**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move that all the Consent Agenda be approved as presented.

Note: If you want to discuss any one item listed on the Consent Agenda, you must first make a request to remove that item from the Consent Agenda. The item automatically is moved to the last item under New Business and may then be discussed at that time. The appropriate motion for approval then is:

"I hereby move that the Consent Agenda, with the exception of (list item and topic) be approved."

TO: Scott Nicewarner, City Administrator
FROM: Brittany Arizmendi, Community Engagement Officer
DATE: February 14, 2024
SUBJECT: Open Container Law Exemption & Road Closure

Staff will attend the February 27, 2024 Regular Session to answer any questions regarding requested exemptions to the Open Container Law and requested road closure for South Potomac Street for the St. Patrick's Day Street Festival taking place on Saturday, March 16, 2024.

Action Requested
Staff seeks approval of the following exemptions and their Application/Permits (attached here) at the February 27, 2024 Regular Session:

City of Hagerstown
Brittany Arizmendi
Event: St. Patrick's Day Street Festival
Location: South Potomac Street

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, Community Engagement staff will go to the Liquor Board for review and final approval. They will be requesting One Day Event Licenses, which allow a non-profit, society, corporation, organization, or association to serve and sell alcoholic beverages at a non-licensed establishment, with fencing surrounding the area, if outside.

The City's Logistics Committee (representatives from Community Engagement, Public Works, Engineering/ Parks & Recreation, Police, Fire, Utilities, and HR/Liability) review all facets of these events to ensure compliance, safety, and to create conditions for optimal event outcome. All applicants will provide the City with a Certificate of Insurance naming the City of Hagerstown as additional insured on a $2 million policy.

APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

S Potomac Street (see Attachment A)

on the following dates:

Saturday, March 16, 2024

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

The City of Hagerstown will be holding the liquor license during the St. Patrick's Day Festival event taking place on S. Potomac Street on Saturday, March 16th from 9:00 am to 2:00 pm. Downtown Hagerstown – Main Street will be distributing green cups that indicate who is drinking within the enclosed block. Bar and restaurant establishments that are licensed to serve alcohol within the South Potomac block will serve to those in the designated event cup and will only be selling to those who are of legal drinking age.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: City of Hagerstown
Applicant Address: 1 E Franklin Street, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).

2. Abide by all Statues, Acts, Ordinances, and Regulations applicable to the use of the area.

3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.

4. The applicant does hereby agree that it shall be responsible for the costs of all City services incurred in connection with the event.

5. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all

claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or promulgated by the City and contained in this application. (see Attachment B)

6. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.

7. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments the terms set forth herein shall govern and prevail.

Date: _____

Name of Applicant: City of Hagerstown

By: _____

Address: 1 E Franklin Street
Hagerstown, MD 21740

Telephone: 301-766-4258

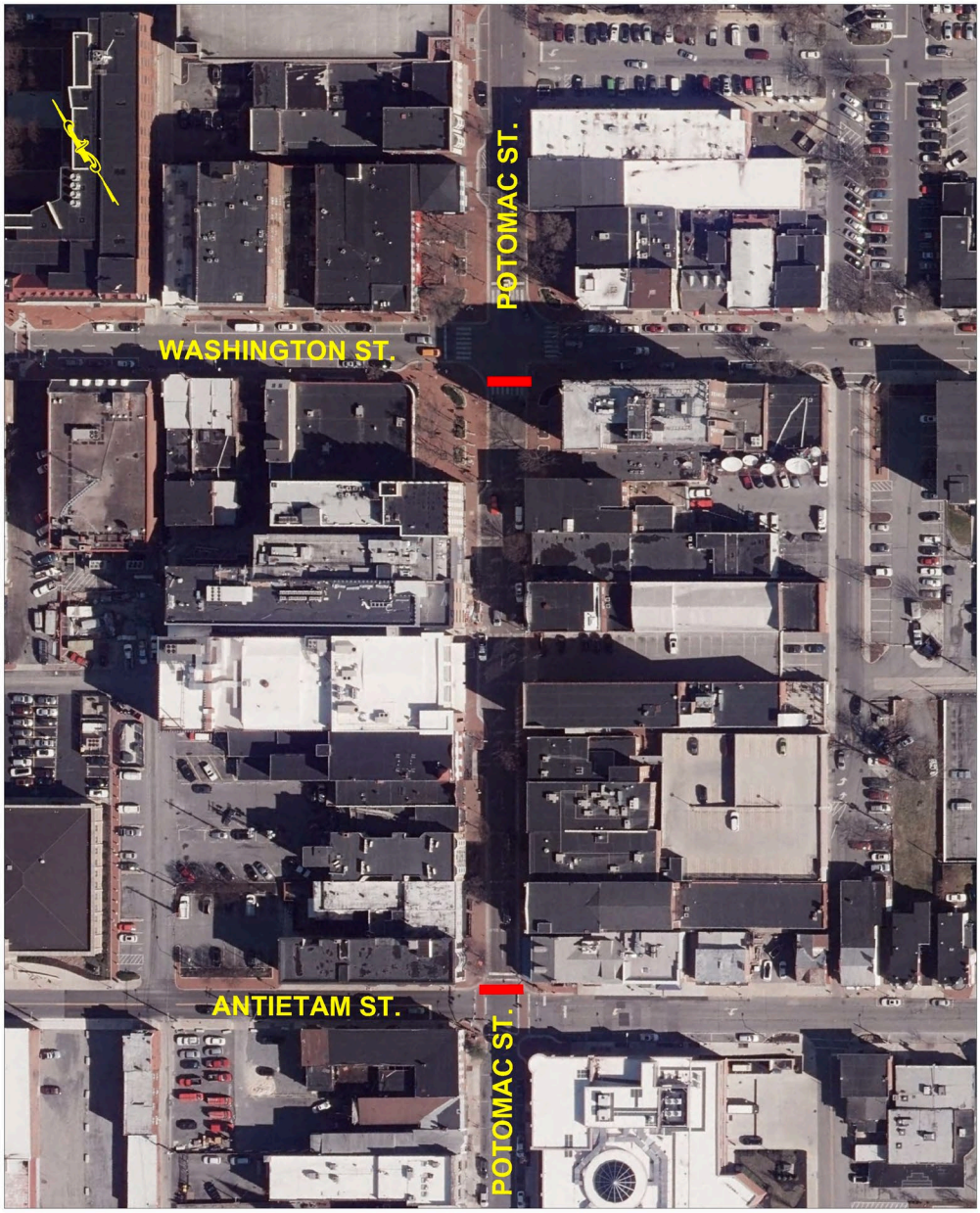
ACCEPTANCE

The aforegoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A



ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. South Potomac Street is leased for no cost to the City of Hagerstown on Saturday, March 16, 2024 from 9:00 am to 2:00 pm for set-up, event, and clean-up.

2. Any bar or restaurant establishment that is licensed to serve alcohol and located between 1 S Potomac Street – 58 South Potomac Street can serve alcoholic beverages and will limit this activity to individuals who are legally able to drink alcohol, have the event beverage cup, and are in the designated South Potomac Street block.

3. The City of Hagerstown will sign this permit and Hold Harmless Agreement, as well as provide insurance on a two million dollar ($2,000,000) insurance policy.

CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT

Lessee/User: City of Hagerstown

Event/Use: St. Patrick's Day Street Festival

Location: South Potomac Street

Date(s) of Use: Saturday, March 16, 2024

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: _____

Witness: _____

Date: _____

City of Hagerstown
Lessee/User

_____
By (Signature and Title)

1 E Franklin Street
Address

Hagerstown, MD 21740
City, State, Zip

301-766-4258
Phone

Return to:

Brittany Arizmendi
Community Engagement Officer
City of Hagerstown
301-739-8577 Ext 344
240-500-4582 (cell)
301-766-4258

barizmendi@hagerstownmd.org

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Cisco Duo Multi-factor Authentication (MFA) Software Renewal - SHI (Somerset, NJ) $ 26,940.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Cisco_Duo_Multi-factor_Authentication_Software_Renewal.pdf	Signed Consent

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 2/27/24 Special Session Date: _____

Originating Department: IT Services Division (if applicable): _____

Department Director or Manager: James R Snyder

Account/Project Name: Duo - Multi Factor Authentication (MFA) annual software renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $ ~~26,940.00~~ 682,982 Account Balance: $ ~~442,688.00~~ 403,766 Unbudgeted Amount: $ —

Fiscal Year: FY24 Source of Funds: General Fund

Quantity	Description	Value
	Cisco Duo multi-factor authentication (MFA) software renewal	$ 26,940.00
	- covers 500 seats	
	TOTAL VALUE OF PROJECT $	$ 26,940.00

ABOVE TO BE USED FOR: Multi-factor authentication for user access to city-wide IT systems. This enhanced security will continue to lock-down our IT environment from unauthorized access.

RECOMMENDED VENDOR: Business Name: SHI

Business Address: 290 Davidson Ave

City/State/Zip: Somerset, NJ 08873

Bid/Proposal/Quote No.: 24370781 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount
Sole Source	Piggy-backing off of existing City of Mesa	
	contract and RFP (attached)	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This software increases our overall IT security protocols for users accessing city systems from outside the city network. It will be utilized across the enterprise, with enough seats to cover both HPD and city users.

James R. Snyder Digitally signed by James R. Snyder Date: 2024.01.16 09:03:06 -05'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fell 2/7/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in FY24 budget to cover the needed IT security

Michele 2/7/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 2/7/24

Signature / Date

Pricing Proposal
Quotation #: 24370781
Created On: 1/12/2024
Valid Until: 3/31/2024

MD-City of Hagerstown

Tim McCarty
1 E. FRANKLIN ST
ATTN: ACCOUNTS PAYABLE
Hagerstown, MD 21740
United States
Phone: 3017398577268
Fax:
Email: tmccarty@hagerstownmd.org

Inside Account Executive

Alex Friedman
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-652-7660
Fax: 732-XXX-XXXX
Email: Alex_Friedman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Cisco Duo Advantage edition (formerly Access) Cisco Systems - Part#: DUO-ADVANTAGE Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 4/12/2024 – 4/11/2025	500	$53.88	$26,940.00
			Total	$26,940.00

Additional Comments

This quote contains a Cisco Security Product. Please see Cisco's EULA (Web Address Below). Terms and Conditions are subject to change at Cisco's discretion. By Submitting a PO against this quote, you hereby agree that your use of the software/products will be subject to the EULA term set forth at

This quote contains a Cisco Security Product. Please see Cisco's EULA Terms and Conditions. Terms and Conditions are subject to change at Cisco's discretion. Submitting a PO constitutes an agreement to the EULA.
SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

The following is related to the Cisco items on this quote:

- Please see the following links to Cisco's Security and Trust Center , Trust Portal ,
  Online Privacy Statement ,
  as well as Customer Master Data Protection Agreement which all are incorporated by reference into the EULA

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
MKS Business Park Stormwater Retrofit Project - Change Orders to Project - Superior Facilities Management Services (SFMS) (Bethesda, MD) $ 60,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_MKS_Business_Park_Stormwater_Project_-_Signed_Consent_Form.pdf	Signed Consent Form
Engineering_-_MKS_Business_Park_Stormwater_Retrofit_Project.pdf	MKS Business Park Stormwater Retrofit Project - Consent Form

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: N/A

Originating Department: Engineering Department Division (if applicable): N/A

Department Director or Manager: Jim Bender

Account/Project Name: MKS Business Park Stormwater Retrofit Project

Account No: 5985001 5894 CIP Control No. 637

Budget Amount: $~~0~~ 411,000 Account Balance: $148,700 Unbudgeted Amount: $~~310,000~~ Ø

Fiscal Year: 23 Source of Funds: Stormwater Protection Funds

Quantity	Description	Value
1	Change Orders to Project	$ 60,000.00
	TOTAL VALUE OF PROJECT	$ 60,000.00

ABOVE TO BE USED FOR: Located adjacent to Opal Court, Retrofit 1990-era flood control structure to treat runoff from the 20.5 acres of impervious surfaces in the watershed. Extra removal of large trees was requested by the City, and extra costs for disposal of rock.

RECOMMENDED VENDOR: Business Name: Superior Facilities Mgmt Services (SFMS)

Business Address: 10319 Westlake Drive #177

City/State/Zip: Bethesda, MD 20817

Bid/Proposal/Quote No.: 22-SW-20 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend allocation of additional funds to project to cover Change Orders due to unexpected conditions and extra work requested by City.

2/15/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Frew 2/16/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding for this change order work to be completed.

Michele Hepburn 2/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 2/20/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: N/A

Originating Department: Engineering Department Division (if applicable): N/A

Department Director or Manager: Jim Bender

Account/Project Name: MKS Business Park Stormwater Retrofit Project

Account No: 5985001 5894 CIP Control No. 637

Budget Amount: $~~0~~ 411,000 Account Balance: $148,700 Unbudgeted Amount: $~~310,000~~ Ø

Fiscal Year: 23 Source of Funds: Stormwater Protection Funds

Quantity	Description	Value
1	Change Orders to Project	$ 60,000.00
	TOTAL VALUE OF PROJECT	$ 60,000.00

ABOVE TO BE USED FOR: Located adjacent to Opal Court, Retrofit 1990-era flood control structure to treat runoff from the 20.5 acres of impervious surfaces in the watershed. Extra removal of large trees was requested by the City, and extra costs for disposal of rock.

RECOMMENDED VENDOR: Business Name: Superior Facilities Mgmt Services (SFMS)

Business Address: 10319 Westlake Drive #177

City/State/Zip: Bethesda, MD 20817

Bid/Proposal/Quote No.: 22-SW-20 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend allocation of additional funds to project to cover Change Orders due to unexpected conditions and extra work requested by City.

2/15/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Frey 2/16/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding for this change order work to be completed.

Michele Kenn 2/15/24

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Medway Road Drainage Improvements - Henson & Son, Inc. (Hagerstown, MD) $ 73,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_Medway_Road_Drainage_Improvements_-_Signed_Consent_Form.pdf	Signed Consent Form
Engineering_-_MKS_Business_Park_Stormwater_Retrofit_Project.pdf	Medway Road Drainage Improvements - Consent Form

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: N/A

Originating Department: Engineering Division (if applicable): N/A

Department Director or Manager: Jim Bender

Account/Project Name: Medway Road Drainage Improvements

Account No: 5985001 5894 CIP Control No. C0444

Budget Amount: $ ~~40,000~~ 300,000 Account Balance: $ ~~35,415~~ 36,415 Unbudgeted Amount: $ 37,585

Fiscal Year: 24 Source of Funds: * CIP 0444, CIP 866 (Stormwater)

Quantity	Description	Value
1	Construction contract for Storm Drain Construction	$ 65,521.60
1	Construction Contingency	$ 7,478.40
*	Transfer $37,584.65 from CIP 866 (w/fund Balance of $348,347)	
	TOTAL VALUE OF PROJECT $	$ 73,000.00

ABOVE TO BE USED FOR: Storm Drainage and Curb Improvements along Medway Road to address drainage issues.

RECOMMENDED VENDOR: Business Name: Henson & Son, Inc.
Business Address: 975 Mt. Aetna Road
City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: 23-MR-10 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
SFMS, Inc.	Bethesda, MD	$56,951.00
Greenridge Contractors	Hagerstown, MD	$96,733.55
MJ Double K Farms	Frederick, MD	$99,982.00
ETJ Construction, Inc.	Boonsboro, MD	$125,095.00
Huntzberry Brothers	Smithsburg, MD	$99,385.00
INL Construction, LLC	Manassas, VA	$144,485.00
SMC	Sparks, MD	$160,605.00
WF Delauter & Son, Inc.	Emmitsburg, MD	$165,135.50

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend award to Henson & Son due to deadline to complete the project, and the low bidder already having four active contracts with the City.

2/15/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved. need W9

2/20/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified to reallocate for this project.

2/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 2/20/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: N/A

Originating Department: Engineering Department Division (if applicable): N/A

Department Director or Manager: Jim Bender

Account/Project Name: MKS Business Park Stormwater Retrofit Project

Account No: 5985001 5894 CIP Control No. 637

Budget Amount: $~~0~~ 411,000 Account Balance: $148,700 Unbudgeted Amount: $~~310,000~~ Ø

Fiscal Year: 23 Source of Funds: Stormwater Protection Funds

Quantity	Description	Value
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	TOTAL VALUE OF PROJECT	$ 60,000.00

ABOVE TO BE USED FOR: Located adjacent to Opal Court, Retrofit 1990-era flood control structure to treat runoff from the 20.5 acres of impervious surfaces in the watershed. Extra removal of large trees was requested by the City, and extra costs for disposal of rock.

RECOMMENDED VENDOR: Business Name: Superior Facilities Mgmt Services (SFMS)

Business Address: 10319 Westlake Drive #177

City/State/Zip: Bethesda, MD 20817

Bid/Proposal/Quote No.: 22-SW-20 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend allocation of additional funds to project to cover Change Orders due to unexpected conditions and extra work requested by City.

2/15/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Frey 2/16/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding for this change order work to be completed.

Michele Kenn 2/15/24

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Trash Totes - Rehrig Pacific Co. (Erie, PA) $ 928,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_Trash_Totes_Consent_Form.pdf	Purchase and Delivery of Trash Totes - Zones A, B, C, D, and E

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27,2024 Special Session Date: N/A

Originating Department: Engineering Division (if applicable): N/A

Department Director or Manager: Jim Bender

Account/Project Name: ACQUISITION AND DELIVERY OF TRASH TOTES - PHASE 2

Account No: 0130001 5519 CIP Control No. ARP18

Budget Amount: $ ~~906,511~~ 1,000,000 Account Balance: $ 928,279 Unbudgeted Amount: $ 0

Fiscal Year: 24 Source of Funds: American Rescue Plan Act

Quantity	Description	Value
1	Purchase and delivery of trash totes in Zones A, B, C, D and E	$ 915,019.20
1	Contingency for additional totes, if needed	$ 12,980.80
	TOTAL VALUE OF PROJECT	$ 928,000.00

ABOVE TO BE USED FOR: Per City Council 11/22/22 motion, acquire trash totes for all the zones outside the downtown area

RECOMMENDED VENDOR: Business Name: Rehrig Pacific Co.

Business Address: 1738 West 20th Street

City/State/Zip: Erie, PA 16502

Bid/Proposal/Quote No.: RFP-23-M-02 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
Schaefer Plastics North	Charlotte, NC	$969,095.00
Toter, LLC	Statesville, NC	$1,122,885.00

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend award of contract to Rehrig Pacific Co. The Phase II award is for the remaining zones outside the downtown area to be delivered in the spring of 2024. Phase II is Citywide to the delivered prior to the start of the new automated/semi-automated collection contract effective 7/1/24.

2/20/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

2/20/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

2/20/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/20/24
Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mobile Radios – Washington County Wireless Communications (Hagerstown, MD) $ 20,502.15

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_Radios.pdf	Signed Consent Form
CONSENT_FORM_-_RADIOS.pdf	CONSENT FORM
QUOTE_-_RADIOS.pdf	QUOTE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Radios

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: $ 504,224.39 Account Balance: $ 108,415.60 Unbudgeted Amount: $ —

Fiscal Year: 2024 Source of Funds: CIP – Transfers from Gen. Fund

Quantity	Description	Value
3	APX8500 All Band MP Mobile Radios ($6,834.05 / each)	$ 20,502.15
	TOTAL VALUE OF PROJECT	$ 20,502.15

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: Washington County Wireless Communications
Business Address: 35 W. Washington Street
City/State/Zip: Hagerstown, Maryland 21740

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount
Metropolitan Washington Council		
of Governments (MWCOG)		
Contract 21-069.		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS These are radios for 3 of our new car purchases. The money used will come from our vehicle CIP fund.

Chief Paul 2/14/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fear 2/14/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve there is adequate funding for these vehicle radios.

Michelle [illegible] 2/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[illegible] 2/20/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Radios

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: $504,224.39 Account Balance: $108,415.60 Unbudgeted Amount: $_____

Fiscal Year: 2024 Source of Funds: CIP

Quantity	Description	Value
3	APX8500 All Band MP Mobile Radios ($6,834.05 / each)	$ 20,502.15
	TOTAL VALUE OF PROJECT	$ 20,502.15

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: Washington County Wireless Communications

Business Address: 35 W. Washington Street

City/State/Zip: Hagerstown, Maryland 21740

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount
Metropolitan Washington Council		
of Governments (MWCOG)		
Contract 21-069.		

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS These are radios for 3 of our new car purchases. The money used will come from our vehicle CIP fund.

Chief Paul 2/14/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Purchase Order

Order	WASHCO31719
Order Date	21-JAN-2024
Change Order	0
Change Order Date	21-JAN-2024
Revision	0
Ordered	20,502.15 USD

Sold To
Board of County Commissioners of Washington County, Maryland
100 West Washington Street
HAGERSTOWN, MD 21740

Supplier
MOTOROLA SOLUTIONS, INC.
809 Pinnacle Drive
Suite G
LINTHICUM HEIGHTS, MARYLAND
21090ANNE ARUNDEL

Bill To
Washington County
35 W WASHINGTON ST
SUITE 104
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Ship To
33 West Washington Street
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Notes

Per Motorola Solutions Quote No. QUOTE-2480148 dated January 8, 2024 with pricing based on the Metropolitan Washington Council of Governments (MWCOG contract 21-069) awarded to Motorola October 2, 2020 (Term is three (3) years, with two (2) additional options to renew for three (3) additional years each). This will be direct billed to Hagerstown Police Department. Please email PO to Heather Tinney. heather.tinney@motorolasolutions.com

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	1900	**Immediate**		**Destination**	**BPW**

Confirm To	Deliver To Contact
Carin M. Bakner	**Thomas Weber**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Motorola APX 8500 Mobile Radios and Accessories for HPD cruisers qty 3.	1.00		Each		
		Requested 1/24/24	20,502.15	Each	20,502.15	
	Requested Date correspond to the date of arrival at the Ship-to Location.					
				Line Total	**20,502.15**	
				Total	**20,502.15**	

Maryland Sales Tax Exemption No: 3000129 2

NOTE TO VENDOR:
Products containing any chemical substance must be labeled and have Material Safety Data Sheet sent with first shipment

MOTOROLA SOLUTIONS

Quote Nu

Billing Address:
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY
35 W WASHINGTON ST STE 104
HAGERSTOWN MD, 21740

Quote Name: APX8500

Quote Date: 2024-01-08
Expiration Date: 2024-04-07
Contract Name: 36331 - MWCOG

Quote Created By:

Heather Tinney

Heather.Tinney@motorolasolutions.co

Customer: BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY

Currency: USD

Line #	Item Number	Description	Quantity	Unit List Price	Ext. List Price
	APX™ 8500				
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	3	$5,893.68	$17,681.04
1a	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.	3	$879.00	$2,637.00
1b	GA00580AA	ADD: TDMA OPERATION.	3	$495.00	$1,485.00
1c	G51AT	ENH:SMARTZONE.	3	$1,650.00	$4,950.00
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC.	3	$288.00	$864.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX.	3	$66.00	$198.00
1f	G89AC	ADD: NO RF ANTENNA NEEDED.	3	$0.00	$0.00
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	3	$0.00	$0.00
1h	G67EH	ADD: REMOTE MOUNT E5 MP.	3	$327.00	$981.00
1i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	3	$0.00	$0.00
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	3	$567.00	$1,701.00
1k	GA01670AA	ADD: APX E5 CONTROL HEAD.	3	$717.00	$2,151.00
1l	W22BA	ADD: STD PALM MICROPHONE APX.	3	$79.00	$237.00
1m	W969BG	ADD: MULTIKEY OPERATION.	3	$363.00	$1,089.00
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	3	$330.00	$990.00
1o	GA05508AA	DEL: DELETE VHF BAND.	3	-$800.00	-$2,400.00

nber: QUOTE-2480148

Discount %	Discount $	Unit Sale Price	Ext. Sale Price
40.00%	$2,357.47	$3,536.21	$10,608.63
40.00%	$351.60	$527.40	$1,582.20
40.00%	$198.00	$297.00	$891.00
40.00%	$660.00	$990.00	$2,970.00
0.00%	$0.00	$288.00	$864.00
40.00%	$26.40	$39.60	$118.80
0.00%	$0.00	$0.00	$0.00
0.00%	$0.00	$0.00	$0.00
40.00%	$130.80	$196.20	$588.60
0.00%	$0.00	$0.00	$0.00
40.00%	$226.80	$340.20	$1,020.60
40.00%	$286.80	$430.20	$1,290.60
40.00%	$31.60	$47.40	$142.20
40.00%	$145.20	$217.80	$653.40
40.00%	$132.00	$198.00	$594.00
40.00%	-$320.00	-$480.00	-$1,440.00

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Annual Mid-Atlantic Regional Gang Investigators Network (MARGIN) Conference – Mid-Atlantic Regional Gang Investigators Network (Fairplay, MD) $ 20,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_MARGIN.pdf	Signed Consent Form
CONSENT_FORM_-_MARGIN.pdf	CONSENT FORM
INVOICE_-_MARGIN.pdf	INVOICE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: MARGIN Conference Co-Sponsorship

Account No: 1610000 5329 G0479 CIP Control No. _____

Budget Amount: $ ~~20,000.00~~ 49,397 Account Balance: $ ~~20,000.00~~ 22,939 Unbudgeted Amount: $ 0

Fiscal Year: 2024 Source of Funds: MCN Grant

Quantity	Description	Value
1	Annual Mid-Atlantic Regional Gang Investigators Network Conference	$ 20,000.00
	Co-Sponsorship	
	TOTAL VALUE OF PROJECT	$ $ 20,000.00

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: Mid-Atlantic Regional Gang Investigators Network

Business Address: 18013 Spielman Road

City/State/Zip: Fairplay, Maryland 21733

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The funds help pay for costs associated with co-hosting a gang conference where numerous educational opportunities are available to our staff and other across the State of Maryland.

Chief Paul 1/31/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fra 2/16/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

approve - grant funded sponsorship

Michelle 2/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/20/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: MARGIN Conference Co-Sponsorship

Account No: 1610000 5329 G0479 CIP Control No. _____

Budget Amount: $ 20,000.00 Account Balance: $ 20,000.00 Unbudgeted Amount: $ 0

Fiscal Year: 2024 Source of Funds: MCN Grant

Quantity	Description	Value
1	Annual Mid-Atlantic Regional Gang Investigators Network Conference	$ 20,000.00
	Co-Sponsorship	
	TOTAL VALUE OF PROJECT $	$ 20,000.00

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: Mid-Atlantic Regional Gang Investigators Network

Business Address: 18013 Spielman Road

City/State/Zip: Fairplay, Maryland 21733

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

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Chief Paul 1/31/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

INVOICE

MID ATLANTIC REGIONAL GANG INVESTIGATORS NETWORK
18013 Spielman Rd
Fairplay, Maryland 21733
www.margingangs.org

INVOICE #24-001
DATE: JANUARY 17, 2024

TO:
Danielle Staley
MCIN Coordinator
Hagerstown Police Department
50 N Burhans Blvd
Hagerstown, Maryland
Phone: 301-730-3700

FOR:
Mid-Atlantic Regional Gang Investigators Network (MARGIN)
2024 17th Annual Conference Sponsorship

DESCRIPTION	AMOUNT
Conference Co-Sponsorship (March 17, 2024 to March 20, 2024): grant funds to assist with conference venue, speaker costs and for 50 attendee registrations (3 MCIN positions per the 16 MCIN sites throughout Maryland) Hosted by the Mid-Atlantic Regional Gang Investigators Network (MARGIN), Washington County Maryland Criminal Intelligence Network (MCIN), Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network® (MAGLOCLEN) and the United States Attorney's Office (District of Maryland) CONFERENCE TIMES & LOCATION: The conference will be held at the Live! Hotel - 7002 Arundel Mills Circle Hanover, MD. 443-445-2929 Sunday, March 17th will be a travel day with registration being held from 3:00 p.m. to 6:00 p.m. An additional registration will be held on Monday, March 18th from 7:00 a.m. to 8:00 a.m, with the Opening Ceremonies will be held at 08:00 a.m. on Monday March 18, 2024. Make all checks payable to **MARGIN Federal ID# 56-2453020. No Vouchers or purchase orders accepted.** If mailing, please return to: **Robert Marker, President** **MARGIN** **18013 Spielman Rd** **Fairplay, Maryland 21733** **240-370-0236**	$ 20000.00
TOTAL	$ 20000.00

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
City Hall Improvements - 1st Floor Renovations - Newcomers (Chambersburg, PA) $ 38,940.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Newcomer_Architectural_Fees_Council_Packet.pdf	City Hall Improvements - 1st Floor Renovations

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Building Maintenance

Department Director or Manager: Eric B. Deike

Account/Project Name: City Hall Improvements - 1st Floor Renovations

Account No: 4524000-530602 CIP Control No. C0326

Budget Amount: $183,075 Account Balance: $173,825 Unbudgeted Amount: $0

Fiscal Year: 24 Source of Funds: CIP Fund Balance

Quantity	Description	Value
1	Construction Documents	$ 35,440.00
1	Interior Designs	$ 3,500.00
	TOTAL VALUE OF PROJECT $	$ 38,940.00

ABOVE TO BE USED FOR: Construction drawings for the renovation of the first floor of City Hall.

RECOMMENDED VENDOR: Business Name: Newcomer Associates

Business Address: 1105 Sheller Ave.

City/State/Zip: Chambersburg, PA 17201

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Newcomer has provided the conceptual drawings. This work continues the project into actual construction drawings for bid and construction purposes. Request approval of a 10% iincrease in this dollar amount for unforseen circumstances.

EB 2/7/2024

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

RQ1137

NEWCOMER ASSOCIATES 4652

architecture + engineering

CITY HALL FIRST FLOOR RENOVATION
1 E. FRANKLIN STREET
Construction Documents Fee Proposal

PROPOSED SCHEDULE OF SERVICES
January 22, 2024

Architectural and engineering design services for construction documents for new meeting room, toilet rooms, TV studio and office, and HVAC renovations based upon the approved conceptual scope. Existing lobby ceiling treatment to be preserved with new drop ceiling for TV studio and toilet rooms. Mechanical engineering for new HVAC systems for the TV Studio/Office and toilet rooms; the existing IT department and Server Room, the new meeting room, and a new HVAC system for the existing second floor Council Chambers per the International Existing Building Code. The existing exterior steel mezzanine will be renovated and expanded for new mechanical units. Scoping and coordination of security/AV/IT contract requirements to be coordinated with City. Space is not sprinklered; building has fire alarm system and gas fired boiler in basement.

All architectural design, structural, mechanical, plumbing, and electrical engineering to be provided. Coordination with City supplied furnishings and equipment to be included as well as assistance for public bidding and construction administration as noted.

Design Development and Construction Documentation Services (60% Progress Set; 95% Check Set, and 100% Construction/Permit Documents

1. Project management and coordination.
2. Two site survey visits.
3. Final building, fire, mechanical and electrical code review.
4. Interior elevations with one revision.
5. City coordination/review meeting final HVAC, power, AV/IT and security coordination meetings (limit of one).
6. Architectural plans (floor plan, enlarged toilet room plans, steel mezzanine plan for mechanical background, reflected ceiling plan, equipment plans, interior elevations, partition types, details, finish and door schedules, jamb details, and finish index.
7. Structural framing plan and details for new HVAC mezzanine.
8. Plumbing plans (gas, water and sewer distribution, schedules and details).
9. Mechanical plans (HVAC plans, schedules and details).
10. Electrical plans (lighting and power distribution plans, phone, data, and cable plans, schedules and details).
11. Security/Fire alarm (if required) plans.
12. Architectural, structural, mechanical, plumbing, and electrical specifications.

Jennifer A. Greenlee, AIA *T. Kim Jackson, P.E.* *Matt J. Runyon, P.E., C.B.O.*

1105 Sheller Avenue Chambersburg PA 17201 Tel: 717 263 0101 Fax: 717 263 7380 www.newcomerassociates.com

Bidding & Negotiating Phase *(*)Included minimum services with remaining services as requested by City to be additional hourly services per rate schedule enclosed.*

1. *Assist City with pdf bid documents. (Advertisement and contracts by City.)
2. Pre-bid meeting administration assistance.
3. Respond to questions regarding bid documents.
4. Prepare addenda.
5. Assist City with bid review.
6. *Assist City with building permit submittal and respond to comments.

Construction Administration Phase *(*)Minimum services to be included as Required Limited CA with remaining services as requested by City to be additional hourly services per rate schedule enclosed. All listed services are recommended.*

1. Pre-construction meeting with City and contractors.
2. Construction Administrator job site visit and progress minutes once per month during construction.
3. *Structural Engineer required site visit during construction w/mezzanine construction (limit one visit.)
4. *All structural RFIs and submittals w/mezzanine including code required third party testing reports.
5. Mechanical/Electrical engineer site visits during construction.
6. *All Mechanical RFIs and submittals.
7. * Lighting and controls submittals.
8. Respond to all contractor questions (RFIs).
9. Prepare Bulletins for scope clarifications or revisions.
10. Review all Architectural, Electrical and Plumbing shop drawings and submittals (limit two reviews each.)
11. Review and sign pay application monthly.
12. Prepare punch list of project after completion.
13. Review contractor's close-out documents (warranties, manufacturers' literature, etc.).

CITY OF HAGERSTOWN
HOURLY RATE SCHEDULE
VALID THROUGH MAY 31, 2024

Principal	$160/hour
Associate	$134/hour
Senior Professional	$118/hour
Professional	$107/hour
Project Manager	$90/hour
Project Administrator	$80/hour
Specifications Writer	$80/hour
Senior Intern	$85/hour
Intern	$75/hour
Interior Designer	$75/hour
Technical No. 2	$75/hour
Technical No. 1	$64/hour
Clerical	$48/hour

Travel portal to portal 58.5¢ per mile
Consultants at cost plus 15%
Expenses at cost plus 15%
Prints at 25¢ per square foot
B&W Copies each:

8-1/2 x 11	06¢
8-1/2 x 14	10¢
11 x 17	12¢

Color Copies each:

8-1/2 x 11	36¢
8-1/2 x 14	60¢
11 x 17	72¢

Payments are due and payable fifteen days from date of invoice. Amounts unpaid thirty days after invoice date are subject to 1.5% monthly interest.

Construction Documents/Limited BN/CA	***Range***	***Low***	***High***
Principal Architect	20-24 hrs	$3,200.00	$3,840.00
Project Manager/Designer	48-54 hrs	$4,320.00	$4,860.00
Principal Structural	24-28 hrs	$3,840.00	$4,480.00
Structural Intern	26-30 hrs	$1,950.00	$2,250.00
Mechanical Engineer	72-84 hrs	$8,500.00	$9,900.00
Electrical Intern	50-58 hrs	$3,750.00	$4,350.00
MEP CAD	24-30 hrs	$1,540.00	$1,920.00
Specifications/BN/CA Admin.	40-48 hrs	$3,200.00	$3,840.00
Total	**304-356 hrs**	**$30,300.00**	**$35,440.00** ✓

38,940.-

Optional Interior Design Add Alternate **$3,500.00** ✓

Selection and specifying all interior building finishes and coordination with City selected furnishings (limit 3 zones: Meeting room, Toilet rooms, Studio/Office/Corridor). One review meeting included with sample board.

We bill on a monthly basis for the work completed that month.

Our Schedule of Services excludes LEED documentation, interior design (see alternate), and furniture specifications. We include in our fee many expenses that are normally billed as reimbursable expenses by other firms. Our fee includes all phone and mailing expenses (ground UPS), reproduction costs during design, travel to your site or office, and an FTP site for the project. An FTP site allows the project team to exchange large files electronically instantaneously via the internet during design. We would also provide PDF files of the drawings, specifications, and bulletins for the contractors' use in reproducing sets of drawings during construction.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Gasboy Islander Prime Pedestal and Software - Spigler Petroleum Equipment, LLC (Westminster, MD) $ 12,574.80

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Gasboy_Islander_PRIME_Pedestal_Controller_Council_Packet.pdf	Fuel Station Improvements

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Central Maint. Garage

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Station Improvements

Account No: 4523001-5594 CIP Control No. ARP55

Budget Amount: $40,000 Account Balance: $40,000 Unbudgeted Amount: $0

Fiscal Year: 24 Source of Funds: American Rescue Plan Act

Quantity	Description	Value
1	Gasboy FL-2MH0IP-00 Islander PRIME Pedestal Controller	$ 12,574.80
	TOTAL VALUE OF PROJECT $	$ 12,574.80

ABOVE TO BE USED FOR: This is the fuel management system that City staff use to obtain gasoline and diesel fuel at the fuel island located at 51 W. Memorial Blvd.

RECOMMENDED VENDOR: Business Name: Spigler Petroleum Equipment, LLC
Business Address: 1280 Landing Lane, Unit 4
City/State/Zip: Westminster, MD 21157

Bid/Proposal/Quote No.: Sourcewell Contract #092920 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The existing pedestal controller (Islander PLUS) is 10+ years old. Parts are no longer available for the pedestal dispensing system. Repairs would be difficult if not impossible for the current system. Sourcewell competitively bids to identify vendors saving $1,570 on this particular product.

2/7/2024

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Job Quote

Spigler Petroleum Equipment, LLC

Number: 259686

Quote Date: 1/29/2024 9:58:09AM

1280 Landing Lane
Unit 4
Westminster, MD 21157
(443) 471-7600

Bill to: CENTRAL MAINTENANCE GARAGE
CITY OF HAGERSTOWN
425 E. BALTIMORE ST
HAGERSTOWN, MD 21740

Service at: City of Hagerstown
51 West Memorial Blvd.
Hagerstown, MD 21740

Description: NEW GASBOY FLEET SYSTEM
SOURCEWELL MEMBER# 18203

Customer ID: 1732

Items	Quantity	Unit	Unit Price	Total Price
FL-2MH0IP-00 ISLANDER PRIME 2 MECH HOSES	1.00	Each	$9,876.80	$9,876.80
Z-FL0-PBS100 ISLANDER PRIME STANDARD PEDESTAL BASE	1.00	Each	$0.00	$0.00
INSTALLATION LABOR - MOBILIZE TO SITE WITH EQUIPMENT - SHUT DOWN FUELING SYSTEM - VERIFY EKOS CONNECTION AND DOWNLOAD IS PRESENT - REMOVE AND DISPOSE OF OLD PEDESTAL - MOUNT NEW PEDESTAL - MAKE ALL NECESSARY ELECTRICAL CONNECTIONS TO NEW PEDESTAL - VERIFY CONNECTION TO EKOS - TEST OPERATION OF CUSTOMER AUTHORIZATION .	1.00		$2,375.00	$2,375.00
FREIGHT CHARGE	1.00		$323.00	$323.00

Quote Subtotal:	**$12,574.80**
Estimated Tax:	**$0.00**
Quote Amount:	**$12,574.80**

Additional Details:

Authorized Signature

NOTE: Applicable sales tax will be added to the amount shown when the job is billed.

SPIGLER PETROLEUM EQUIPMENT, LLC
TERMS AND CONDITIONS OF SALE

PAYMENT TERMS:

- A deposit of 30% is required at the time equipment order is placed and paid in full prior to shipping.
- Equipment will be invoiced when shipped from the factory and payment is due NET 7 days from the date of invoice.
- Labor, unless otherwise mutually agreed upon in writing, will be paid in full 10 days prior to scheduling work.
- Invoice discrepancies shall be made in writing within 10 days of the date of the invoice.
- LEGAL DISPUTES. If any disputes arise between the parties, the parties agree that any such disputes shall be subject to the laws of the State of Maryland, to the exclusive jurisdiction of Maryland courts, and to personal jurisdiction in said courts.

CUSTOMER RESPONSIBILITIES:

- Contact Network and IT contractor 5 days prior to upgrade to advise of work being performed.
- Ensure that software and/or drivers for 3rd party equipment are on site.
- Gilbarco requires an active Passport Service Offering (PSO) for new installations, trade-ups and/or software upgrades. If PSO is not active, you are required to contact Gilbarco directly at 1-866-606-8969. A "Plus" service agreement can be purchased at the time of your order. This agreement includes 24/7 Helpdesk, remote diagnostics and software updates.
- A fully functional dedicated analog phone line must be available and connected for use to perform remote diagnostics. Spigler will connect the cable as part of the installation, if available. Labor/Material in order to install the analog phone line shall be an additional charge.
- A licensed electrical contractor should verify in advance, that all fueling equipment is properly phased and dedicated and that isolated outlets are available for the installation.

EXCLUSIONS:

- Additional fees at Spigler's standard service rates shall be charged in the event of any of the following conditions: network delays, data extraction, corrupt files, removal and/or installation of cabling/wires, disposal of removed equipment, interface of 3rd party equipment to include but not limited to carwash, VNC, Bullzip remote reporting. Repair/replacement of existing equipment shall include but not be limited to, all fueling equipment, electrical items, etc. Freight charges, if not included in the quote, will be added to the final invoice.

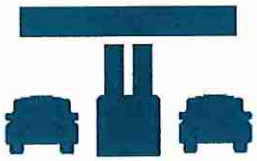
If you have any questions or concerns please contact Spigler directly at 443-471-7600. Spigler is ready, willing and able to assist you with all of your equipment purchases and installation needs. We greatly appreciate your business and look forward to servicing all of your future requirements.

GASBOY

Islander PRIME

The Most Advanced Solution for Commercial Fueling Site Control

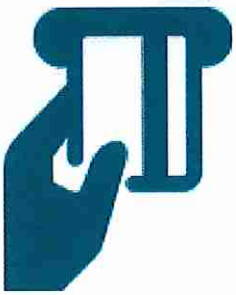
The Gasboy Islander PRIME is the best-in-class homebase controller and an all-in-one standalone pedestal enabling forecourt automation with flexible fueling authorizations.



Record all site activities: transactions, inventories, and authorizations. Control the forecourt: dispensers, payment terminals and fuel tanks

Advanced user interface with color display and full alphanumeric keypad

Automatic odometer and vehicle data collection with Gasboy FuelPoint PLUS wireless vehicle identification system



Flexible Fueling Authorizations Options:

- MIFARE tags
- HID
- Magnetic cards
- Barcodes

Web based interface. Seamless integrations with EKOS or Fleet Head Office enterprise software.

Supports a mix of 8 mechanical dispenser hoses and 64 Electronic hoses

Islander PRIME

Standard Features:

- 4.3" Multimedia Color Display
- Contactless Tag Reader (ISO-14443)
- Full Alphanumeric Vandal Proof 40 key Keyboard
- TCP/IP Communication
- Built-in Web Server for remote control and maintenance
- Self Contained with Pedestal
- Controls 64 Electronic Hoses
- Controls up to 8 Mechanical Hoses

Modular Options:

- Insert magnetic card reader
- Compact printer
- HID card/tag reader
- Built-in Wireless Gateway when integrated with FuelPoint
- Barcode scanner
- Pedestals: ADA, Stainless Steel (Standard and ADA)
- ICR PRIME model available for satellite configurations

Specifications

Dimensions (HxWxD) cm	158 x 30 x 29 (standard pedestal) 128 x 30 x 29 (ADA pedestal)	Operating Voltage	100-240 VAC
User Interface	Built-in Payment Terminal	Operating Current	2A max
Wireless	Optional WGT IEEE802.15.4 w/proprietary mesh network (license)	Operating Temperature	Without Printer -40° to +65°C (-40° to 149°F) With Printer -40° to +60°C (-40° to +140°F)
Interfaces	RS-485, RS232, LAN, Dispenser interfaces for all common electronic and mechanical dispensers	Humidity	80% non-condensing
Warranty	Parts and labor coverage for 12 months from installation.	Certifications	ETL, CE, FCC

GASBOY

P-2576 | 09.18 | Gilbarco Veeder-Root | 7300 W. Friendly Ave., Greensboro, NC

7300 West Friendly Avenue
PO Box 22087
Greensboro, NC 27420-2087
United States

Phone: 336-547-5000
www.gilbarco.com

3/25/2019

Gasboy Distributors – North America

End of Product Life of Gasboy's Islander PLUS Fuel Management System.

Dear Distributor Partner,

In August of 2018, Gasboy launched the new Islander PRIME fuel management system. Islander PRIME is the best-in-class homebase controller utilizing the latest technology to enable forecourt automation.

With the launch of the Islander PRIME, Gasboy is announcing the end-of-life of the prior generation Islander PLUS product line. The last date to order Islander PLUS and ICR PLUS is **April 30, 2019.**

Gasboy will support the Islander PLUS and ICR PLUS consistent with our distributor agreement (refer to SP-7030D) including:

- Spare Parts Support ending = 4/30/2022
- Help Desk Support ending = 4/30/2029

Additional information on the new Islander PRIME fuel management system can be found on the new Gasboy website at www.gasboy.com

For any additional questions, please contact your local Gasboy sales representative.

David Shuttleworth
Product Manager, Gasboy Commercial and Industrial
david.shuttleworth@gilbarco.com

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Signal Controller Upgrades for S. Potomac St. and Memorial Boulevard - Econolite (Glen Burnie, MD) $ 27,191.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Signal_Control_Upgrades.pdf	Signed Consent Form
Econolite_Traffic_Detection_System_Council_Packet.pdf	Signal Controller Upgrades - Traffic Detection System S. Potomac and Memorial Blvd

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Traffic Control

Department Director or Manager: Eric B. Deike

Account/Project Name: Signal Controller Upgrades

Account No: 4524000-5594 CIP Control No. C0433

Budget Amount: $66,912 Account Balance: $48,470.28 Unbudgeted Amount: $0

Fiscal Year: 24 Source of Funds: Transfers to CIP - General Fund; Insurance Reimbursements; and prior years' transfers

Quantity	Description	Value
4	AVISION Vision Video Sensor (cameras)	$ 22,100.00
1	ASSY, ACP Primary Model AVCM (computer board0	$ 3,507.00
4	"J" Brackets for Autoscope cameras	$ 748.00
1	ASSY, Cable, Controller to Autoscope, TS2-RS485	$ 83.00
1	1,000 foot spool of cable	$ 690.00
	TOTAL VALUE OF PROJECT $	$ 27,191.00

ABOVE TO BE USED FOR: Traffic detection system that controls traffic flow for the intersection of S. Potomac and Memorial Blvd. Current traffic loops imbedded in the pavement will be destroyed during asphalt overlay project later in 2024.

RECOMMENDED VENDOR: Business Name: Econolite

Business Address: 502 McCormick Drive, Suite H

City/State/Zip: Glen Burnie, MD 21061

Bid/Proposal/Quote No.: Q-42944-6480 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Sole source supplier for the City's traffic control systems. Cost exceeds $10,000 so Council approval is required per the City's purchasing policies. This traffic detection system is for the intersection of S. Potomac St. and Memorial Blvd.

EB 2/13/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

2/15/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding to cover this.

2/14/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/15/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Traffic Control

Department Director or Manager: Eric B. Deike

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1	1,000 foot spool of cable	$ 690.00
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RECOMMENDED VENDOR: Business Name: Econolite

Business Address: 502 McCormick Drive, Suite H

City/State/Zip: Glen Burnie, MD 21061

Bid/Proposal/Quote No.: Q-42944-6480 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Sole source supplier for the City's traffic control systems. Cost exceeds $10,000 so Council approval is required per the City's purchasing policies. This traffic detection system is for the intersection of S. Potomac St. and Memorial Blvd.

EB 2/13/2024

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Quotation Potomac @ memorial

2/12/2024

To:

*Ship To Address to be verified URO	Quote Name: Hagerstown - Vision System w J brackets Project Reference: Econolite Reference: Q-42944-6480

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	AVISION	4	VISION VIDEO SENSOR	$0.00	$5,525.00	$22,100.00
2	A700-1166-01 AVCM	1	ASSY, ACP PRIMARY MODEL AVCM	$0.45	$3,507.00	$3,507.00
4	33409P15 AMBKTM13S	4	BRKT,"J",CAMERA MTG, AUTOSCOPE	$0.00	$187.00	$748.00
3	33550G5	1	ASSY,CABLE, CNTRLR TO A/SCOPE TS2-RS485	$1.14	$83.00	$83.00

Subtotal	$26,438.00
Shipping & Handling*	
Taxes**	$0.00
Tariffs**	$1.14
TOTAL	$26,439.59

Cable $0.69 Foot (Comes in 500' or 1000')

Onsite Field Service Support Rate: $150.00/hr (4hr min) or $2,500.00/day (includes T&E)

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.
Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 30
FOB: Econolite Factory
Terms: NET30
*Ship Terms: PPD&ADD
**Taxes and Tariffs Estimated (if included)

Humberto Pompa
Humberto Pompa, District Sales Manager
Mobile: 240-381-3935
hpompa@econolite.com

Shipping Date: 9 weeks ARO, approved credit terms and submittal approval when applicable

502 McCormick Drive, Suite H Glen Burnie, MD 21061

econolite.com/feedback

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Potterfield Pool Chemicals - Amato Industries, Inc. (Silver Spring, MD) $ 28,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Potterfield_Pool_Chemicals.pdf	Signed Consent Form
Pool_Chemicals_Council_Packet.pdf	Potterfield Pool - Chemicals

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Recreation

Department Director or Manager: Eric B. Deike

Account/Project Name: Potterfield Pool - Chemicals

Account No: 0140202-5591 CIP Control No. _____

Budget Amount: $FY24 - $16,000 Account Balance: $24: $3,773.40 Unbudgeted Amount: $_____

Fiscal Year: 24 & 25 Source of Funds: General Fund Pool Operating Budget*

Quantity	Description	Value
5,000	Sodium Hypochlorite - Bulk (estimated seasons' use of 5,000 gallons)	
	$5.50 per gallon plus $50 per delivery (no more than 10 deliveries)	
	for an additional $500 delivery fee.	$ 28,000.00
	*This purchase will cross fiscal years. If FY24 purchases exceed	
	remaining budget, the budget will be offset by another line item in the	
	General Fund Recreation Division.	
	TOTAL VALUE OF PROJECT	$ $ 28,000.00

ABOVE TO BE USED FOR: Water treatment at Potterfield Pool. The chemicals will be used for the current fiscal year and for FY25.

RECOMMENDED VENDOR: Business Name: Amato Industries, Inc.
Business Address: 9120 Talbot Ave.
City/State/Zip: Silver Spring, MD 20910

Bid/Proposal/Quote No.: B 1809.24 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
Technology International Inc.	Lake Mary, FL	$28,850
		($5.77 per gallon)

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
X	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The price for the latest delivery of sodium hypochlorite was $3.80 per gallon (August 2023). This bid price represents a 45% increase in cost (plus delivery). The expense is for the FY24 and FY25 (yet to be approved) budgets.

EB 2/6/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fraser 2/12/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is funding in overall FY24 budget for the necessary pool chemicals. It is anticipated funding will be included in FY25 budget as well.

Michele Kaufman 2/12/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman 2/15/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Recreation

Department Director or Manager: Eric B. Deike

Account/Project Name: Potterfield Pool - Chemicals

Account No: 0140202-5591 CIP Control No. _____

Budget Amount: $FY24 - $16,000 Account Balance: $24: $3,773.40 Unbudgeted Amount: $_____

Fiscal Year: 24 & 25 Source of Funds: General Fund Pool Operating Budget*

Quantity	Description	Value
5,000	Sodium Hypochlorite - Bulk (estimated seasons' use of 5,000 gallons)	
	$5.50 per gallon plus $50 per delivery (no more than 10 deliveries)	
	for an additional $500 delivery fee.	$ 28,000.00
	*This purchase will cross fiscal years. If FY24 purchases exceed	
	remaining budget, the budget will be offset by another line item in the	
	General Fund Recreation Division.	
	TOTAL VALUE OF PROJECT $	$ 28,000.00

ABOVE TO BE USED FOR: Water treatment at Potterfield Pool. The chemicals will be used for the current fiscal year and for FY25.

RECOMMENDED VENDOR: Business Name: Amato Industries, Inc.

Business Address: 9120 Talbot Ave.

City/State/Zip: Silver Spring, MD 20910

Bid/Proposal/Quote No.: B 1809.24 Sole Source? _____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
Technology International Inc.	Lake Mary, FL	$28,850
		($5.77 per gallon)

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The price for the latest delivery of sodium hypochlorite was $3.80 per gallon (August 2023). This bid price represents a 45% increase in cost (plus delivery). The expense is for the FY24 and FY25 (yet to be approved) budgets.

EB 2/6/2024

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

City of Hagerstown
Finance Department
Tabulation Report

	Pricing and Delivery of 12.5%
Title:	Sodium Hypochlorite - Bulk
No.:	B1809.24
Deadline Date / Time:	1/19/24 2:00PM
Contact Person:	Tyler French

Company	Amato Industries	Technology International Inc
Price Per Gallon	$5.50	$5.77
Delivery Charge	$50.00	Included
Vendor Forms	Yes	Yes

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Hellane Park West End Little League Roof Replacements - Restoration Unlimited, Inc. (Williamsport, MD) $ 33,940.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Roof_Replacements_-_West_End_Little_League.pdf	Signed Consent Form
Hellane_Park_West_End_Little_League_Roof_Replacements_Council_Packet.pdf	Hellane Park West End Little League Roof Replacements

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Parks

Department Director or Manager: Eric B. Deike

Account/Project Name: Hellane Park - Storage Buiding (Roof Replacements West End LL Bldgs.)

Account No: 4545000-5594 CIP Control No. C0762

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $(-$33,940)

Fiscal Year: 24 Source of Funds: * Gen. Fund Contigency ($25,000); Insurance ($8,940)

Quantity	Description	Value
1	Roof Replacements West End Little League Buildings	$ 33,940.00
1	Add Alternate - Install Metal Roof in lieu of Asphalt Shingles	$ 0.00
	* Funding source have been identified to cover this replacement.	
	TOTAL VALUE OF PROJECT	$ $ 33,940.00

ABOVE TO BE USED FOR: Replacement of 3 roofs at Hellane Park for the West End Little League due to a fire caused by unknown person or persons. Damage is mostly to roof but includes a garage door, electrical, and paint. The electrical work will be by a separate City contractor.

RECOMMENDED VENDOR: Business Name: Restoration Unlimited, Inc.

Business Address: 16628 Buford Drive

City/State/Zip: Williamsport, MD 21795

Bid/Proposal/Quote No.: RFP-24-WELL-01 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
AP Construction Services	Denton, MD	$34,000
	Add Alternate	$6,000
EHS Maryland, LLC	Dundalk, MD	$35,900
	Add Alternate	$7,750
St. Mary's Roofing	Hollywood, MD	$46,600
	Add Alternate	$3,000

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The City's insurance deductible for property damage is $25,000. Costs beyond this amount to be covered by the City's insurance provider. The insurance estimate for all the damage is $47,837.13.

2/15/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

2/16/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - funding has been identified to replace after fire damage was done.

2/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/20/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Parks

Department Director or Manager: Eric B. Deike

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Business Address: 16628 Buford Drive

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Bid/Proposal/Quote No.: RFP-24-WELL-01 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
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EHS Maryland, LLC	Dundalk, MD	$35,900
	Add Alternate	$7,750
St. Mary's Roofing	Hollywood, MD	$46,600
	Add Alternate	$3,000

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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The City's insurance deductible for property damage is $25,000. Costs beyond this amount to be covered by the City's insurance provider. The insurance estimate for all the damage is $47,837.13.

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

WEST END LITTLE LEAGUE ROOF REPLACEMENT
CONTRACT RFP-24-WELL-01

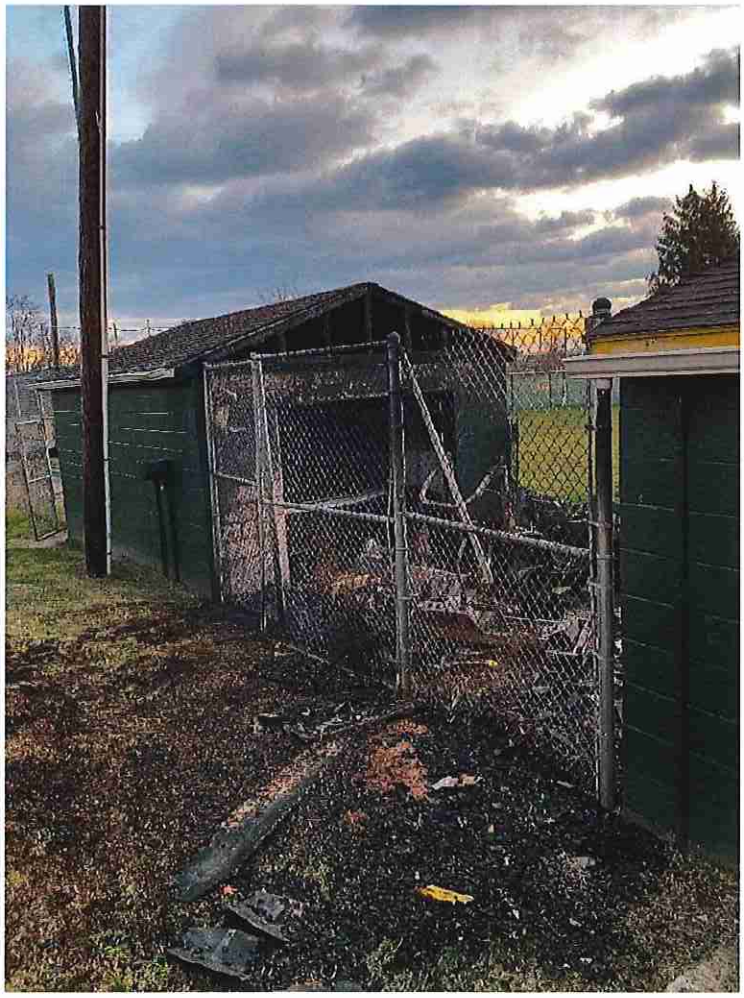
BIDS OPENED: February 14, 2024 **TIME: 11:00 A.M.**
City Clerk Office

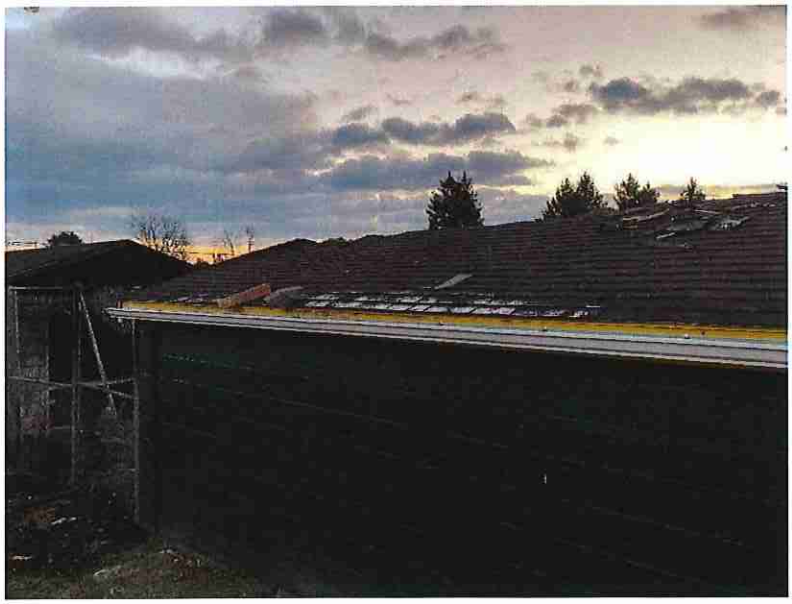
CONTRACTOR	ADDENDUM 1	TOTAL COST
St. Mary's Roofing	NO	Base: $46,600.00 Alt: $3,000.00
Restorations Unlimited	YES	Base: $33,940.00 Alt: -0-
AP Construction	YES	Base: $34,000.00 Alt: $6,000.00
EHS Maryland, LLC	NO	Base: $35,900.00 Alt: $7,750.00

HELLANE PARK

WEST END LITTLE LEAGUE

Shown below is the dugout and 2 storage buildings damaged by fire.





REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Downtown Beautification Program - Litter Receptacles - Victor Stanley (Dunkirk, MD) $ 14,992.40

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Litter_Receptacles.pdf	Signed Consent Form
Litter_Receptacles_Council_Packet.pdf	Downtown Beautification Program - Litter Receptacles

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Streets

Department Director or Manager: Eric B. Deike

Account/Project Name: Downtown Beautification Program

Account No: 4524000-5594 CIP Control No. C0280

Budget Amount: $40,000 Account Balance: $39,260 Unbudgeted Amount: $0

Fiscal Year: 24 Source of Funds: Transfers to CIP - General Fund

Quantity	Description	Value
8	Ironsites Series 36-Gallon Side-Opening Litter Receptacles	$ 14,992.40
	TOTAL VALUE OF PROJECT $	$ 14,992.40

ABOVE TO BE USED FOR: Public trash receptacles in and around the downtown area.

RECOMMENDED VENDOR: Business Name: Victor Stanley

Business Address: 2103 Brickouse Road

City/State/Zip: Dunkirk, MD 20754

Bid/Proposal/Quote No.: SQ123428 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Sole souce vendor to match existing litter receptacles in the downtown. These receptacles will either replace others or be an addition to the existing receptacles in the downtown core.

EB 2/6/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Freer 2/12/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding to purchase additional trash/litter receptacles.

Michele Hepe 2/12/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 2/15/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Streets

Department Director or Manager: Eric B. Deike

Account/Project Name: Downtown Beautification Program

Account No: 4524000-5594 CIP Control No. C0280

Budget Amount: $40,000 Account Balance: $39,260 Unbudgeted Amount: $0

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RECOMMENDED VENDOR: Business Name: Victor Stanley

Business Address: 2103 Brickouse Road

City/State/Zip: Dunkirk, MD 20754

Bid/Proposal/Quote No.: SQ123428 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

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REVIEWED AND APPROVED AS FOLLOWS:

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COMMENTS Sole souce vendor to match existing litter receptacles in the downtown. These receptacles will either replace others or be an addition to the existing receptacles in the downtown core.

EB 2/6/2024

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

VICTOR STANLEY®

2103 Brickhouse Road, Dunkirk, MD 20754 USA
1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ123428
Revision Number: 2
Sales Quote Date: 01/25/24

Sell To:
City of Hagerstown
Brian Smoot
One East Franklin Street
Hagerstown, MD 21740

Customer No: C003521
Phone No: 301-790-3200
Contact Name:
Contact Phone No:
Terms: Pending
Associate: Kristen Bevard

Project Name: CITY OF HAGERSTOWN
Project Location State: MD

Ship To:
Please advise
1 E Franklin Street
Hagerstown, MD 21740

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory

This Quote is valid for 45 **days.**

Estimated Lead Time: Allow 7 to 9 (weeks) for Production of your order.

All credit determinations are made by our Credit Department.

Comments:
* Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond,etc.
* All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
* Common Carrier unloading is the responsibility of the receiver.
* While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
* It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
* This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
* Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, Inc.
* Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
*These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
8	SD-42	Ironsites Series 36-Gallon Side-Opening Litter Receptacle	1,780.30	14,242.40
		SD-42 Components		
		Black Plastic Liner		
		Tavern Square Green		
		S-2A Dome Lid		
		Lid - Tavern Square Green		
		Latch		
1		Freight	750.00	750.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents D458,431 S; D441,932 S; D452,760 S; D450,156 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S;D454,238 S; D476,465 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615;D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D578,792 S; D579,694 S; D585,220 S; D573,766 S;D573,769 S; D553,821 S; D585,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S; D579,227 S; D579,685 S; D542,993 S; D561,967 S; D595,915 S; D595,916 S; D599,670 S; D601,770 S; D602,221 S; D606, 271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D596,062 S; D621,295 S. Canada@D98101; 96040; 96159; 96103; 96108;110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 125317; 125318; 125319; 126320; 126321; 130652; 130653; 130715; 130716. Canada Patent 2,184,348. Mexico Reg. Des. 001871; 28182.
EC Reg. Des. 000475579-0001; 000503297-0001; 000762630-0001; 000961404.
Other Patent(s): Pending.

Sub-Total:	14,992.40
Total Sales Tax:	0.00
Total:	14,992.40

All figures are in US Dollars

Please review our Standard Terms of Production on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES
Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS
All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley, LLC's invoices within Victor Stanley, LLC's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE
Victor Stanley, LLC manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY
All prices are FOB Factory unless otherwise stated by Victor Stanley, LLC in writing.

INTEREST
If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES
In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, LLC, Buyer agrees to pay to Victor Stanley, LLC the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS
Our lead time is an estimate only and Victor Stanley, LLC is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, LLC will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY
All products made by Victor Stanley, LLC are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, LLC, Buyer shall not return the goods, but notify Victor Stanley, LLC immediately, stating full particulars in support of claim, and Victor Stanley, LLC will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, LLC be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY
We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS
All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, LLC's ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, LLC's current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS
These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, LLC makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, LLC.

CONTROLLING LAW AND VENUE
This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS
It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, LLC within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, LLC. This includes damage to materials that will be stored for later use.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Light: Vegetation Management Blanket Contract -- N.G. Gilbert (Muncie, IN) $580,616.10

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Light_-_Vegetation_Management_Blanket_Contract.pdf	Signed Consent Form
202402_FY24_Vegetation_Mgmt_Blanket_Consent.pdf	CONSENT NG GILBERT
202402_FY24_Vegetation_Mgmt_Supplement.pdf	Supplement

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 2/27/2024 Special Session Date: _____

Originating Department: Utilities Division (if applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: Vegetation Management Blanket Contract

Account No: Various - See Attached Supplement CIP Control No. _____

Budget Amount: $ See attached Account Balance: $ See attached Unbudgeted Amount: $ _____

Fiscal Year: FY24-25 Source of Funds: Utility Enterprise and General Fund Operating

Quantity	Description	Value
	FY24 blanket contract to provide vegetation management services	
1	as requested	$ 226,516.10
	FY25 blanket contract to provide vegetation management services	
1	as requested	$ 354,100.00
	TOTAL VALUE OF PROJECT $	$ 580,616.10

ABOVE TO BE USED FOR: Trim or remove trees, brush, and perform other forestry services as needed for electric utility right of way clearance, roadside maintenance, and at such time and place as may be designated by the City for scheduled work and emergency restoration of service activity.

RECOMMENDED VENDOR: Business Name: N.G. Gilbert Services

Business Address: 1015 West Jackson Street

City/State/Zip: Muncie, IN 47305

Bid/Proposal/Quote No.: B1778.23 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Xylem I, LLC	Norfolk, VA	$278,852.50
Davey Tree	Kent, OH	$338,613.00
BDG Trees, LLC	Houston, TX	$506,000.00
	Note: Evaluated costs are shown above,	
	as defined in the bid specification.	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of contract with N.G. Gilbert. Funding is subject to adoption of the FY25 proposed budget. The total contract could be higher or lower based on actual work performed through June 30, 2025.

Nathan Fridinger Digitally signed by Nathan Fridinger Date: 2023.05.04 13:24:45 -04'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 23:28:56 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

need vendor paperwork to set up in munis
TF requested 2/16/24

2/16/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve switching to new vendor as previous vendor now out of business. It is anticipated the funding will be approved in FY25 budget to continue this needed contractual service.

2/15/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/20/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department
425 E Baltimore St • Hagerstown, MD 21740
Telephone: 301-790-2600
Website: www.hagerstownlight.org

Date: February 14, 2024

To: Scott Nicewarner, City Administrator

From: Nathan Fridinger, Deputy Director of Electric Operations

Subject: SUPPLEMENT to Vegetation Management FY24 & FY25 Blanket

Action: February 27, 2024 - Consent Approval

Following the cancellation of the Vegetation Management Contract with All Reliable Services, staff is recommending approval for a budget of $226,516.10 through the remainder of FY24 and a budget of $354,100.00 during FY25 for a Vegetation Management Contract between the City and N.G. Gilbert Services for right-of-way clearing and tree trimming services. N.G. Gilbert was evaluated second, based on cost and qualifications, for these services following the opening of Bid B1778.23.

The various FY24 general ledger accounts are as follows:

G/L No.	0124001-5323	Public Works	Blanket Amount	$	68,397.95	Account Balance	$ 80,092.22
G/L No.	0145000-5323	Parks	Blanket Amount	$	59,481.58	Account Balance	$ 133,446.33
G/L No.	5072104-5329	Electric	Blanket Amount	$	93,570.36	Account Balance	$ 166,503.40
G/L No.	5271001-5329	Water	Blanket Amount	$	3,047.25	Account Balance	$ 1,930.82
G/L No.	5472601-5329	Wastewater	Blanket Amount	$	2,018.96	Account Balance	$ 8,500.25

The various FY25 general ledger accounts are as follows:

G/L No.	0124001-5323	Public Works	Blanket Amount	$	71,600.00	Requested Budget	$ 100,000.00
G/L No.	0145000-5323	Parks	Blanket Amount	$	70,000.00	Requested Budget	$ 215,000.00
G/L No.	5072104-5329	Electric	Blanket Amount	$	195,000.00	Requested Budget	$ 300,000.00
G/L No.	5271001-5329	Water	Blanket Amount	$	15,000.00	Requested Budget	$ 40,000.00
G/L No.	5472601-5329	Wastewater	Blanket Amount	$	2,500.00	Requested Budget	$ 50,000.00

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Annual Maintenance Contract for Hach Analyzers - Hach Company (Loveland, CO)
$20,872.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_HACH_Annual_Maintenance_Contract.pdf	Signed Consent Form
CONSENT_HACH_ANNUAL_MAINTENANCE_CONTRACT.pdf	CONSENT HACH
HACH262772_v0.12_January23_2024_7.52.21.pdf	HACH AGREEMENT/QUOTE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 27, 2024 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Water

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water - Hach Annual Maintenance Contract

Account No: 5270501-5378 CIP Control No. _____

Budget Amount: $ 137,000 Account Balance: $ 64,317.31 Unbudgeted Amount: $ _____

Fiscal Year: 2024 Source of Funds: Water

Quantity	Description	Value
1	Annual Maintenance Contract for Hach Analyzers	$ 20,872.00
	See itemized quote)	
	TOTAL VALUE OF PROJECT	$ $ 20,872.00

ABOVE TO BE USED FOR: Annual Maintenance Contract - Hach Analyzers

RECOMMENDED VENDOR: Business Name: Hach Company

Business Address: PO Box 389; 5600 Lindbergh Drive

City/State/Zip: Loveland, CO 80539

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Contract period May 1, 2024 through April 30, 2025. Funds also budgeted in FY25 Budget.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:57:41 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:57:56 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

2/16/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding for this annual maintenance contract.

2/15/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/20/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 5 HACH262772
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 ***Purchase Orders***	***WebSite***: www.hach.com	***Remittance*** 2207 Collections Center Dr Chicago, IL 60693 ***Wire Transfers*** Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Partnership Number : HACH262772 **Version :** 0.12 **Quotation Date :** 23-JAN-24

Expiration Date : 30-APR-24

Hach Company Contact : Wasielewski, Craig E **Service Partnership Phone :** **Service Partnership Email :** cwasiele@hach.com

Customer Ref : Renewal Quote **Customer Contact :** PUFFENBURGER, TYLER

Customer Phone : 2402918339 **Customer Fax :** **Customer Email :**

Bill-To Account # 024923		**Ship-To Account # 024923**			
Customer Name	CITY OF HAGERSTOWN	Customer Name	CITY OF HAGERSTOWN	**Payment Terms:**	Net 30
Address4	ACCOUNTS PAYABLE	Address4	R.C. WILSON WATER PLANT	**Billing Method:**	Annual-Invoices on START Date
Address1	51 MEMORIAL BLVD W	Address1	10802 WATER WORKS RD	**Currency:**	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	HAGERSTOWN-MD-21740-6211	City,State, Postalcode	WILLIAMSPORT-MD-21795-3073		
Province/ Country	US	Province/ Country	US		

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	BSPPLUSDR900	01-MAY-24	30-APR-25	BenchPlus-DR900: The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	1,432.00
1.1	9385100			DR 900 COLORIMETER, HACH ; 133590001040	
1.2	9385100			DR 900 COLORIMETER, HACH ; 141890001011	

	1.3	9385100			DR 900 COLORIMETER, HACH ; 141880001028	
	1.4	9385100			DR 900 COLORIMETER, HACH ; 182450001066	
2	FSPSS7		01-MAY-24	30-APR-25	Fld Svc-2V Surface Scatter 7:	3,726.00
	2.1	LPV431.99.00002			SS7 HACH SENSOR ASSY ; 070400000347	
	2.2	LPV431.99.00002			SS7 HACH SENSOR ASSY ; 110600403177	
	2.3	LPV431.99.00002			SS7 HACH SENSOR ASSY ; 110600403178	
3	FSP5500SC		01-MAY-24	30-APR-25	FLD Svc 5500sc Silica/Phosphate 2 VST: Field Service Partnership provides full coverage, including parts, labor, and travel for two preventative maintenance visits per year and on-site repairs with priority status.	3,004.00
	3.1	5500.PL.A1U			5500sc PHOSPHATE LR ANALYZER, AC, 1C, US ; 140240200005	
4	FSPTU52XX		01-MAY-24	30-APR-25	Fld Svc TU52XX 1 VST: Field Service includes: All parts, labor, and travel for on-site repairs, 1 comprehensive PM/calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	1,432.00
	4.1	LPV4425303012			nn KIT, TU5200, Lab Turb with RFID, EPA ; 1715418	
	4.2	LPV4425303012			nn KIT, TU5200, Lab Turb with RFID, EPA ; 1715535	
5	FSPAF7000		01-MAY-24	30-APR-25	Field Service Partnership for AF7000 - 2 visits:	6,356.00
	5.1	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010111	

	5.2	LXV510.99.10000			AF7000 SCM, 110V 60Hz, US CORD ; 1000010112	
6	FSPEZ3000		01-MAY-24	30-APR-25	Field Service Partnership EZ3000-3499 series, 4V: Field Service Partnership includes all parts, labor, and travel for on-site repairs and four maintenance visits per year, unlimited technical support calls, and free firmware updates.	4,922.00
	6.1	EZ3007.99001102			dd EZ3007, Fluoride, 1-10 ppm standard range, 1 str, 1 mA ; 2021003007	

Sub Total :	20,872.00
Tax:	0.00
Total :	20,872.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CITY OF HAGERSTOWN

Customer P.O. Number : _____

Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:
These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:
Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing
charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:
Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to

Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:
Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:
All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or issolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:
Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:
Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:
Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:
Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.
All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12 . PROPRIETARY INFORMATION; PRIVACY:
"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES:
Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods,severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Defoamer - Maryland Biochemical (Bel Air, MD) $29,284.80

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Defoamer.pdf	Signed Consent Form
CONSENT_MARYLAND_BIOCHEMICAL_DEFOAMER.pdf	CONSENT MARYLAND BIOCHEMICAL
Hagerstown_quote_01232024.pdf	QUOTE MARYLAND BIOCHEMICAL

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 24, 2024 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater Treatment Plant - Defoamer (FY24 and FY25)

Account No: 5471501-559102 CIP Control No.

Budget Amount: FY24 $30,000 Account Balance: FY24 $19,273.20 Unbudgeted Amount: $See Below

Fiscal Year: FY24&25 Source of Funds: Wastewater *

Quantity	Description	Value
3520	Defoamer (BB 012SF) Unit Cost $7.74) through Dec 2024	$ 27,244.80
8	Fuel Surcharge (Unit Cost $255.00) through Dec 2024	$ 2,400.00
	* FY24 remaining budget = 19,273.20	
	FY25 Proposed bid = 35,000	
	TOTAL VALUE OF PROJECT $	$ 29,284.80

preferred vendor.

ABOVE TO BE USED FOR: Defoamer is a performance chemical and is ~~sole sourced.~~ Staff has tested other products and they did work effectively and contract had to be terminated.

RECOMMENDED VENDOR: Business Name: Maryland BioChemical

Business Address: 712 Tobacco Run Drive

City/State/Zip: Bel Air, MD 21015

Bid/Proposal/Quote No.: Sole Source? ✓ Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Preferred provider based on chemical performance. Chemical will be supplied through December 31, 2024. County will include chemical in their annual chemical bid. Funds have been budgeted in the FY25 budget to cover the additional funds needed.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:19:00 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:19:09 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fix 2/16/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this contract pricing for chemicals is based on calendar year. There is funding in FY24 budget & anticipated the proposed amount will be approved in the FY25 budget.

Michelle [illegible] 2/15/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 2/20/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Maryland Biochemical

QUOTE

712 Tobacco Run Drive
Bel Air, MD 21015
Website: www.marylandbiochemical.com
Phone: 800-771-7252
Fax: 410-734-9102

DATE 1/23/2024

Prepared by: Jessica Emche
jessica@marylandbiochemical.com

CUSTOMER

City of Hagerstown - Utilities Department
1 Clean Water Circle
Hagerstown, MD 21740

DESCRIPTION	Unit price	Quantity	AMOUNT
MB 012 SF - minimum 8 drum order	$ 7.74	3520	$ 27,244.80
per gallon price, delivered			$ -
additional Fuel Surcharge as added by freight company	$ 255.00	8	$ 2,040.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
This price will be honored until December 31, 2024			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Subtotal	$ 29,284.80
Tax rate	0%
Tax amount	$ -
TOTAL	**$ 29,284.80**

To place orders email orders@marylandbiochemical.com

Thank you for your business!

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: SCADA System Spare Parts - Capital Electric (Hagerstown, MD) $14,939.47

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_SCADA_Spare_Parts.pdf	Signed Consent Form
CONSENT_CAPITAL_ELECTRIC_SCADA_PARTS.pdf	CONSENT CAPITAL ELECTRIC
Quote_-_Capital_Electric_-_Spare_Parts.pdf	QUOTE CAPITAL ELECTRIC

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 24, 2024 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater Treatment Plant - SCADA Spare Parts

Account No: 5471501-5374 CIP Control No. _____

Budget Amount: $ 500,000 Account Balance: $ 375,833.77 Unbudgeted Amount: $ NA

Fiscal Year: 2024 Source of Funds: Wastewater

Quantity	Description	Value
	Spare Parts for Wastewater SCADA - See Quote for Itemized List	$ 14,939.47
	TOTAL VALUE OF PROJECT $	$ 14,939.47

ABOVE TO BE USED FOR: Spare parts to enable staff to make emergency repairs to existing SCADA

RECOMMENDED VENDOR:

Business Name: Capital Electric

Business Address: 12101 INsurance Way

City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Capital Electric is the local distributor. Proprietary parts for existing SCADA.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:19:00 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:19:09 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Frey 2/15/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve there is adequate funding to cover these purchases.

Michelle [illegible] 2/15/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 2/15/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Capital Electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
01/10/24	S053987627
PAGE NO.	
1 of 2	

CAPITAL ELECTRIC
12101 INSURANCE WAY
HAGERSTOWN,MD 21740-5176
301-733-1212 ***Fax*** **301-790-2423**

derek.fallwell@capitalelectricsupply.com

QUOTE TO:
HAGERSTOWN CITY HALL
ATTN ACCOUNTING DEPT
1 E FRANKLIN ST
HAGERSTOWN, MD 21740-4914
301-790-3200

SHIP TO:
HAGERSTOWN CITY HALL
1 CLEAN WATER CIRCLE
HAGERSTOWN, MD 21740

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
150114			

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
DEREK FALLWELL	HA60 FR,WA,JE	No	11:59pm ET 01/25/24

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
1ea		SQD CEXSPUCZSSPAZZ CONTROL EXPERT S SINGLE E-LIC	892.514	e	892.51
4ea	3595864081564	SQD BMXAMI0810 ANA 8 U/I IN ISOLATE	810.862	e	3243.45
2ea	3595864081583	SQD BMXAMO0802 MODICON M340 8 CHAN ANA 8 CURRENT OUT NO ISOL	771.669	e	1543.34
1ea	3595863908954	SQD BMXCPS2000 STD AC POWER SUPPLY	389.110	e	389.11
1ea	3595863908973	SQD BMXCPS3500 HI PWR AC PWR SUPPLY	763.282	e	763.28
5ea	3595863910013	SQD BMXDDI3202K DIG 32I 24 VDC SINK	502.949	e	2514.75
2ea	3595863909234	SQD BMXDRA1605 DIG 16Q RELAYS	404.965	e	809.93
5ea	3595863920185	SQD BMXFCW503 FCN 2 X 20 WIRE 5M	162.364	e	811.82
4ea	3595863920345	SQD BMXFTB2010 SCREW TERMINAL STRIP	49.458	e	197.83
4ea	3595864012599	SQD BMXFTB2820 SPRING TERMINAL STRP	52.253	e	209.01
1ea	3595863910711	SQD BMXP342020 340-20 MDBS ENET CPU	2169.458	e	2169.46

*** Continued on Next Page ***

Capital Electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
01/10/24	S053987627
PAGE NO.	
2 of 2	

CAPITAL ELECTRIC
12101 INSURANCE WAY
HAGERSTOWN,MD 21740-5176
301-733-1212 ***Fax*** **301-790-2423**

derek.fallwell@capitalelectricsupply.com

QUOTE TO:
HAGERSTOWN CITY HALL
ATTN ACCOUNTING DEPT
1 E FRANKLIN ST
HAGERSTOWN, MD 21740-4914
301-790-3200

SHIP TO:
HAGERSTOWN CITY HALL
1 CLEAN WATER CIRCLE
HAGERSTOWN, MD 21740

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
150114			

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
DEREK FALLWELL	HA60 FR,WA,JE	No	11:59pm ET 01/25/24

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
1ea	3595863999693	SQD BMXXBE2005 BACKPLANE EXTENDER	808.067	e	808.07
1ea	3595863908862	SQD BMXXBP0400 4 SLOTS BACKPLANE	134.367	e	134.37
1ea	3595863909029	SQD BMXXBP1200 12SLOT BACKPLANE	415.229	e	415.23
1ea	0785901205678	SQD QOU110 MINIATURE CIRCUIT BREAKER 120/240V	37.309	e	37.31

TERMS & CONDITIONS **TAXES NOT INCLUDED**

OUR PRODUCTS AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.capitalelectricsupply.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID, AND OF NO FORCE OR EFFECT. WIRE & PIPE PRICES ARE ONLY GOOD FOR THE CURRENT DAY.

Subtotal	**14939.47**
S&H CHGS	**0.00**
Amount Due	**14939.47**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Automatic Vehicular Entrance Gate System - ProMax Fence Systems, Inc. (Reading, PA) $165,805.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Entrance_Gate_System.pdf	Signed Consent Form
CONSENT_PROMAX_GATE_FOR_WWTP.pdf	CONSENT PROMAX
P1804.24_Bid_Tabulation_Report.pdf	BID TAB
P1804.24_Pro_Max_Fence_Systems_-_Gate_Systems_Liceyda_G_Monsanto.pdf	BID PROMAX

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 24, 2024 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater Treatment Plant - Automatic Vehicular Entrance Gate System

Account No: 5485001-5830 CIP Control No. C0584

Budget Amount: $ 1,109,951.25 Account Balance: $ (95,749.10) Unbudgeted Amount: $ See Below

Fiscal Year: 2024 Source of Funds: Wastewater

Quantity	Description	Value
1	Automatic Vehicular Entrance Gate System	$ 165,805.00
	Budget Transfer from 5471501-5374 to 5285001-5830-C0584	
	Transfer Total $261,554.10 (deficit plus gate)	
	TOTAL VALUE OF PROJECT $	$ 165,805.00

ABOVE TO BE USED FOR: Purchase and installation of an automatic vehicular entrance gate system, Existing gate system is inoperable and spare parts are no longer available.

RECOMMENDED VENDOR: Business Name: ProMax Fence Systems, LLC

Business Address: 2621 Centre Avenue

City/State/Zip: Reading, PA 19605

Bid/Proposal/Quote No.: P1804.24 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
Long Fence	Ijamsville, MD	$205,175.00

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS To replaced existing deteriorated gate system.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:19:00 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.02.14 22:19:09 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Need vendor app + W9 in order to set up in Munis (TF requested 2/15/24)

Tyler Fox 2/15/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - funding has been identified from the operating budget to cover this infrastructure enhancement.

Michelle [illegible] 2/15/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 2/15/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

City Of Hagerstown
Finance Department
Tabulation Report

Title:	Installation of Automatic Vehicular Entrance Gate Systems
No:	P1804.24
Deadline Date/Time:	1/18/24 @ 2:00PM
Contact Person:	Tyler French

Company Name	Long Fence	Pro Max Fence Systems, LLC
Total Cost	$205,175.00	$165,805.00
Vendor Forms	Yes	Yes
Addendum I	Yes	Yes

Proposal No. P1804.24
Installation of Automatic Vehicular Entrance Gate Systems
Bid Submittal Form

Pro Max Fence Systems, LLC
Bidder's Company Name

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE: _____ Date: 01/18/2024
Todd A. Weaver, Vice-President

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1	January 10, 2024	Addendum No. 2		Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

Proposal No. P1804.24
Installation of Automatic Vehicular Entrance Gate Systems
Bid Submittal Form

Company Name: Pro Max Fence Systems, LLC

Total Cost $165,805.00---------- (includes all labor, equipment and materials to complete all necessary work related to this RFP)

Estimated Start and Completion date (or completion period) March 2024 (Completion: 6 weeks)

Todd A. Weaver, Vice-President
NAME/TITLE

2621 Centre Avenue
ADDRESS

Reading, PA 19605
CITY/STATE/ZIP

610-685-4300
PHONE NUMBER

toddw@promaxfence.com; timk@promaxfence.com
EMAIL

Proposal No. P1804.24
Installation of Automatic Vehicular Entrance Gate Systems
Bid Submittal Form

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: Pro Max Fence Systems, LLC

CONTACT NAME: Timothy Kearns

TELEPHONE NUMBER: 610-685-4300 Ext. 117

EMAIL: timk@promaxfence.com

ADDRESS: 2621 Centre Avenue

CITY: Reading STATE: PA ZIP 19605

This form was completed and submitted by: Todd A. Weaver
(Please print or type full name)

Title of Individual: Vice-President

Signature of Individual:

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

(a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: Pro Max Fence Systems, LLC

ADDRESS: 2621 Centre Avenue, Reading, PA 19605

AUTHORIZED SIGNATURE: _____

NAME AND TITLE PRINTED: Todd A. Weaver, Vice-President

TELEPHONE & FAX NUMBER: 610-685-4300 / 610-685-4430

EMAIL: toddw@promaxfence.com; timk@promaxfence.com

DATE: 01/18/24 FEDERAL EMPLOYER'S IDENTIFICATION NO. 83-0838738

***For Informational Purposes Only*:** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

____ Yes X No

The following information is required as part of your response to this solicitation.

REFERENCES: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

PLEASE SEE ATTACHED.

1. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

_____

_____

_____

Total Project Cost: _____

Date of Project: _____

2. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

_____

_____

_____

Total Project Cost: _____

Date of Project: _____

Proposal No. P1804.24
Installation of Automatic Vehicular Entrance Gate Systems
Bid Submittal Form

3. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

_____

_____

Total Project Cost: _____

Date of Project: _____

Proposal No. P1804.24
Installation of Automatic Vehicular Entrance Gate Systems
Bid Submittal Form

Notice: Bid Information Subject to Inspection Under Maryland's Public Information Act

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland's Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City's Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company's interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland's Public Information Act:

01/18/24

Signature Date

Pro Max Fence Systems, LLC

Company Name

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Pro Max Fence Systems, LLC
2621 Centre Avenue
Reading, PA 19605

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
City of Hagerstown
Finance Department
1 East Franklin Street, 4th Floor
Hagerstown, MD 21740

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Installation of Automatic Vehicular Entrance Gate Systems, Proposal No. P1804.24

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of January, 2024.

(Witness) Liceyda Monsanto

Pro Max Fence Systems, LLC
(Principal) *(Seal)*

By:
(Title) Todd A. Weaver, Vice-President

(Witness) Geno DiMillo

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By:
(Title) Andrew Bly, Attorney-in-Fact

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Andrew Bly of Pittsburgh , PA , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond **Principal:** Pro Max Fence Systems, LLC
OR **Obligee:** City of Hagerstown
Project Description: Installation of Automatic Vehicular Entrance Gate Systems, Proposal No. P1804.24

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of January , 2024 .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PROJECTS COMPLETED
CACC (Access Control) - PW (Prevailing Wage)

Job #	Job Name	Customer	Customer Contact	Customer Contact Phone	Original Contract Value	Date Completed	Status	Projecty Type
10054	FedEx KOP Beam Repair	FedEx Ground Packaging	Ted Jaraczewski	609-682-0315	$13,057.13	3/29/2019	C	CACC-NO
10334	FedEx Martinsburg Gate Relocat	Diamond Z Engineering	Dan Mendiola	330-338-9831	$21,525.00	5/31/2019	C	CACC-NO
10364	GAM Turnstile B	Global Advanced Metals USA Inc	Dave Levengood		$10,868.00	6/28/2019	C	CACC-NO
10396	Berks Health Center Barriers	Berks Community Health Center	Lindsay Miller	484-772-4068	$17,505.00	5/31/2019	C	CACC-NO
10414	Main Pool Gate Automation	Main Pool and Chemical	Sandy Telincho	570-655-7211	$10,300.00	9/30/2019	C	CACC-NO
10492	Comcast Woodbury	Granahan Electric	Tom Hopkins	215-262-0161	$23,412.00	11/30/2019	C	CACC-NO
10581	LCSWMA Transfer Station Entrnc	Kinsley Construction	Cooper Deller	717-324-3064	$107,407.00	3/17/2020	C	CACC-PW
10664	NOSC - Avoca	Kunj Construction Corp	Akash Jhaveri	201-966-4467	$300,000.00	1/26/2021	C	CACC-PW
10755	Just Born Gates	Just Born Quality Confections	James Rutt		$17,333.00	11/30/2019	C	CACC-NO
10828	Burlington HS Security Upgrade	Levy Construction Company Inc	Simon Levy	856-547-0707	$25,242.00	12/20/2019	C	CACC-PW
10908	Comcast - Shippensburg	Comcast Communications - APSS	Renee	717-836-6766	$18,781.58	11/26/2019	C	CACC-NO
11004	Merck Loops	Merck Cherokee	Jeff Cizewski	570-380-9489	$38,530.00	11/30/2019	C	CACC-NO
11005	FedEx Norristown Gates	The Project Group Consulting	Carlos Cavallone	908-442-3548	$16,609.00	11/30/2019	C	CACC-NO
11052	Wilson Ave Gate Replace	Realty Source Inc	Michael Dvorak	610-842-1862	$15,993.00	12/31/2019	C	CACC-NO
11053	Lehigh Valley Zoo Gate	County of Lehigh	Randy Dietrich	484-375-8334	$12,794.00	1/31/2020	C	CACC-NO
11054	Ampal Gate Automation	Ampal Inc	Brian Reph	484-225-5181	$16,145.00	3/31/2020	C	CACC-NO
11155	Mobile Video Devices	Mobile Video Devices	Darryl Spengler	610-216-5888	$17,782.00	1/31/2020	C	CACC-NO
11172	FedEx Ground KOP	Diamond Z Engineering	Dan Mendiola	330-338-9831	$108,588.00	2/27/2020	C	CACC-NO
11173	FedEx Ground E Harrisburg	Diamond Z Engineering	Dan Mendiola	330-338-9831	$120,737.00	3/31/2020	C	CACC-NO
11174	FedEx Ground Pittston	Diamond Z Engineering	Dan Mendiola	330-338-9831	$108,193.00	4/30/2020	C	CACC-NO
11208	Carbonlite - Berks 61	Blue Rock Construction, Inc.	Ross Jarsocrack		$28,623.00	8/20/2020	C	CACC-NO
11209	Berks Route 61 - Guard Shack	Blue Rock Construction Inc	Eric Wily	484-866-6369	$18,100.00	7/20/2020	C	CACC-NO
11221	CDS Logistics - Fencing	Boyle Construction Inc	Cyril Timko	570-954-5295	$48,763.00	10/14/2020	C	CACC-NO
11239	FedEx Ground - KOP Gate Replac	FedEx Ground Packaging	Andy Myren		$26,460.00	1/31/2020	C	CACC-NO
11409	Contegra - Amazon	Contegra Construction	Matt McIntyre	618-447-3009	$10,992.00	4/30/2020	C	CACC-NO
11430	Sunoco Marcus Hook	Energy Transfer Partners	John Dambrosio	484-620-2849	$29,512.00	12/15/2021	C	CACC-NO
11431	Aqua PA Upper Merion WTP - KOP	Stone Hill Contracting Co Inc	Paul Donahue	315-985-5581	$20,992.00	7/23/2020	C	CACC-PW
11432	UNFI - Turnstile	United Natural Foods, Inc	Billy Matthews	484-709-5552	$21,543.00	7/28/2020	C	CACC-NO
11434	Comcast Suzie Lane	Comcast Communications - APSS	Joel Bond	717-919-3248	$31,552.00	6/26/2020	C	CACC-NO
11486	Matos Towing	Matos Towing	Pablo Matos	610-621-3191	$13,827.00	8/24/2020	C	CACC-NO
11535	FedEx Buffalo Beam Repair	FedEx Ground - Buffalo	Eric Robinson	716-264-8463	$11,915.28	7/28/2020	C	CACC-NO
11824	PPL Harwood Sub	Minichi Inc	Tom Bailey	570-362-4702	$174,524.00	11/29/2022	C	CACC-NO
11825	Sunoco Montello RR Gate	Energy Transfer Partners	Mark Martin	610-212-2514	$29,494.00	8/4/2020	C	CACC-NO
11834	Verizon - Williamsport	Mariano Construction	Greg Mullins	570-912-2071	$15,125.00	8/10/2020	C	CACC-NO
11849	Horwith Freightliner - Operatr	Horwith Freightliner	Sheila Horwith	610-216-1554	$13,024.00	10/16/2020	C	CACC-NO
11871	FedEx - YRK	Kinsley Construction	Zach Ness	717-324-1909	$251,900.00	10/31/2021	C	CACC-NO
11897	Phipps Driveway Gate	Greg Phipps	Greg Phipps	610-233-1412	$15,037.00	11/30/2020	C	CACC-NO
11902	South Coatesville WWTP	South Coatesville Borough	Butch Garnett	484-356-4224	$10,860.00	9/22/2020	C	CACC-NO
11905	Mont Co Prison Dock Replcmnt	Montgomery County Correctional	Robert Gallo	484-724-0871	$53,777.00	5/31/2021	C	CACC-NO
11907	FedEx Breinigsville	Allied Building Corporation	Tom Ciccarelli	814-883-7206	$164,815.00	2/16/2021	C	CACC-NO
11933	Lower Macungie SS Exit	Lower Macungie Self Storage	Rick	610-965-7200	$10,500.00	5/31/2021	C	CACC-NO
11936	UGI Es Temple Truck Rack	UGI Utilities - Accts Payable	Jeff Malosiecki	215-669-6429	$167,675.00	12/23/2020	C	CACC-NO
11984	Allen Distribution-Guard house	R S Mowery & Sons Inc			$28,298.00	11/30/2020	C	CACC-NO
12076	Prime Wellness Entrance	Prime Wellness of PA	Fernando Tores		$33,745.00	11/30/2020	C	CACC-NO
12117	Guide Rail CSS #6565	Barclay Design & Construction	Grant Cantrell	484-300-6885	$64,950.00	1/26/2021	C	CACC-PW
12118	York Twp Municipal Campus	Premier Construction Group Inc	Ashley Morgan	410-984-6643	$32,914.00	6/25/2021	C	CACC-PW
12167	A&E Construction Office	A & E Construction	Fran Baylis	610-637-1926	$83,773.00	7/26/2021	C	CACC-NO
12376	ProLogis BLDG1 Target	Penntex Construction Co Inc	Bill	6106360422	$28,165.00	7/9/2021	C	CACC-NO
12402	DSC Overflow Gate Replace	DSC Logistics	Jose Martinez	484-357-6076	$20,888.00	2/1/2021	C	CACC-NO
12424	FedEX Norristown Gate	ICAD Services Inc	Keith Eitel	908-975-9636	$25,362.00	4/30/2021	C	CACC-NO

12515	FedEx KOP Beam	FedEx Ground Packaging	Andy Myren	610-239-3029	$24,840.00	4/30/2021	C	CACC-NO
12516	Rolling Rock Gate	Rolling Rock Building Stone	Joseph Zimmering	610-987-4039	$17,947.00	10/14/2021	C	CACC-NO
12517	Mato's Towing	Matos Towing	Pablo	610-621-3191	$14,963.00	3/24/2022	C	CACC-NO
12526	FedEx CY21 Carlisle	Penntex Construction Co Inc	Tim Sutton	484-571-9046	$604,083.00	9/27/2021	C	CACC-NO
12672	Merck Cherokee West Lot Gates	Merck Cherokee	Jeff Cizewski	570-271-2062	$28,346.00	12/23/2021	C	CACC-NO
12707	FedEx Albany	Diamond Z Engineering	Jeff Bauer	412-977-0694	$163,622.00	9/23/2021	C	CACC-NO
12773	FedEx Breinigsville Offsite	ICAD Services Inc	Keith Eitel	908-303-8187	$262,835.00	12/16/2021	C	CACC-NO
12876	Akzo Nobel Operators	Akzo Nobel Coatings Inc	Steve McCosby		$14,986.00	7/30/2021	C	CACC-NO
12943	FedEx Lehigh Valley	Diamond Z Engineering	Jeff Bauer	412-977-0694	$301,658.00	8/24/2021	C	CACC-NO
13053	First En Dillsburg Fuel Statio	L&A Construction LLC	Jim Cannobio	412-580-7120	$36,402.00	11/30/2021	C	CACC-NO
13098	Comcast Jersey City Gate	Granahan Electric	Tom Hopkins	215-262-0161	$10,190.00	9/30/2021	C	CACC-NO
13099	Birdsboro Boro Gate	Birdsboro Borough	Keith Meyers	610-858-3943	$16,233.00	9/30/2021	C	CACC-NO
13147	BARTA Exit Gate	Berks Area Regional Trans Auth	Justin	610-921-0605	$31,120.00	11/30/2021	C	CACC-NO
13158	FedEx Syracuse	Diamond Z Engineering	Jeff Bauer	412-977-0694	$177,237.00	9/24/2021	C	CACC-NO
13159	FedEx Ground Buffalo	Diamond Z Engineering	Jeff Bauer	412-977-0694	$165,018.00	6/24/2022	C	CACC-NO
13160	FedEx Ground Camden	Diamond Z Engineering	Jeff Bauer	412-977-0694	$156,315.00	4/19/2022	C	CACC-NO
13161	FedEx Ground Philadelphia	Diamond Z Engineering	Jeff Bauer	412-977-0694	$223,171.00	4/19/2022	C	CACC-NO
13289	Tractor Supply New Freedom	R E Crawford Construction LLC	Ken McLean	941-907-0010	$19,700.00	12/17/2021	C	CACC-NO
13292	Bristol Borough WWTP	Derstine Company LLC	Steve Morse	484-343-1108	$42,425.00	6/24/2022	C	CACC-PW
13293	Sunsweet Growers Box Frame	Sunsweet Growers Inc	Chris Heckman		$50,325.00	4/26/2022	C	CACC-NO
13371	Pepsi Cola Allentown	Pepsi Beverages Company	Matt Schubert	203-395-3821	$25,093.00	12/20/2021	C	CACC-NO
13400	Bridgestone Slide Gates	Bridgestone Americas Distribut			$10,251.00	12/20/2021	C	CACC-NO
13489	Road-Con Inc	Road-Con Inc	Francis Taraschi	484-707-0085	$20,774.00	1/28/2022	C	CACC-NO
13542	Spring City Readiness Center	F W Houder Inc	Frank Houder	610-296-6984	$38,700.00	8/24/2022	C	CACC-PW
13610	Merck RR Gate	Merck Pharmaceuticals LLC	Jeff Cizewski	570-271-2062	$15,328.00	7/27/2022	C	CACC-NO
13643	LCSWMA Gate Replace	Lancaster Co Solid Waste Mgmt	John Snyder	717-847-6403	$11,033.00	12/31/2022	C	CACC-NO
13700	Royal Green Gates	Royal Green	Mark	610-698-6576	$11,013.00	12/31/2022	C	CACC-NO
13770	Pocono Raceway Gate N1	Pocono Raceway	George Ewald	570-620-8194	$22,089.00	4/30/2022	C	CACC-NO
13836	Camp Havaya	Camp Havaya	Josh Sternburg	267-635-0362	$27,721.00	7/6/2022	C	CACC-NO
13890	FedEx - Cumberland MD	Contegra Construction	Tyler Goodman	618-931-3500	$378,398.00	11/30/2022	C	CACC-NO
13927	FedEx Brooklyn	ICAD Services Inc	Keith Eitel	908-303-8187	$12,150.00	6/15/2022	C	CACC-NO
14112	Spayds Gate Operator	Spayds Greenhouses Nursery & F			$11,292.50	7/28/2022	C	CACC-NO
14117	FedEx Buffalo New Repairs	Diamond Z Engineering	Jeff Bauer	412-977-0694	$13,056.00	10/20/2022	C	CACC-NO
14187	FedEx - North Wales	FedEx Ground Packaging	Shawn Molly	610-724-8596	$11,055.00	8/31/2022	C	CACC-NO
14231	Wilson West Barrier	Wilson School District	Jeff Simcox	610-670-0180	$11,056.00	8/31/2022	C	CACC-NO
14259	NJDOC Garden State Sally Port	Garden State Youth Correctiona	Sean Reynolds	609-298-6300	$15,799.00	10/31/2022	C	CACC-NO
14266	2800 Appleton St Truck Entranc	R S Mowery & Sons Inc	Dick Murphy	717-506-1000	$24,210.00	9/14/2022	C	CACC-NO
14350	Pocono Village Gate	Pocono Raceway	George Ewald	570-620-8194	$15,245.00	10/31/2022	C	CACC-NO
14363	R&S Entrance Gate	R & S Property Services	Ryan Shrum	484-624-2810	$19,810.00	1/17/2023	C	CACC-NO
14371	Lehigh Auth Relocation Gate	Lehigh County Authority	Kevin	610-972-0552	$19,915.00	11/16/2022	C	CACC-NO
14418	Doylestown Gate Replacement	Central Bucks Regional Police	Capt Lance Karlin	215-345-4143	$13,515.00	11/14/2022	C	CACC-NO
14488	SCI Rockview Gate Replace	Commonwealth of PA -PO Invoice	Janine Calland	814-355-4874	$16,106.00	9/30/2022	C	CACC-NO
14526	Sunoco Icedale Gate	Energy Transfer Partners	Steve Yocum	610-212-4504	$10,945.00	12/12/2022	C	CACC-NO
14599	Carpenter 138 Turnstile Repair	Carpenter Technologies	Scott Haupt	610-208-3870	$10,296.00	1/31/2023	C	CACC-NO
14607	PPL Bethlehem Service Center	Dan Foster Excavating & Constr	Dan Foster	484-650-4814	$33,685.00	2/23/2023	C	CACC-NO
14647	SAIA Harrisburg	ACG Security Solutions Inc	Jeremy Shankel	770-827-3772	$28,510.00	12/30/2022	C	CACC-NO
14683	First En Reading Overflow Lot	First Energy	Brian Bonning	484-332-8818	$23,630.00	12/20/2022	C	CACC-NO
14707	The Parking Spot DHL Lot	The Parking Spot #2	Maneesh	347-601-2051	$24,879.00	12/12/2022	C	CACC-NO
14733	Crown Bakery	Vector Security Inc	Maureen Sawyer	215-730-9013	$62,110.00	4/29/2023	C	CACC-NO
14800	FedEx Philly Gate Repairs	Diamond Z Engineering	Jeff Bauer	412-977-0694	$21,966.00	5/16/2023	C	CACC-NO
14824	FedEx Pittston Gate Replace	FedEx Ground - Pittston	Renee	570-466-5854	$57,687.00	2/28/2023	C	CACC-NO

14837	Chester County Barrier Gates	Chester County Prison	Jeff Panneli	215-266-0504	$11,738.00	2/23/2023	C	CACC-NO
14838	DVR Gate Replacement	H & K Group		215-724-2244	$13,610.00	5/19/2023	C	CACC-NO
14886	FedEx Armstrong Gate Replace	FedEx Ground - Pittston	Renee	570-654-9361	$26,100.00	5/15/2023	C	CACC-NO
14988	Tyson Foods	Miller Bros Construction Inc	Mike Panak	570-527-7540	$21,995.00	5/15/2023	C	CACC-NO
15001	SCI Mahanoy City	S J Thomas Co Inc	Brian Young	445-225-0192	$139,545.00	8/16/2023	C	CACC-PW
5857	Boyertown Area Sr High School	E R Stuebner Inc	Dominic DiPrinzio	610-376-6625	$12,700.00	11/19/2018	C	CACC-PW
8020	Limerick Twp Municipal Bldg	E R Stuebner Inc	Dominic DiPrinzio	610-587-4179	$65,160.00	10/23/2018	C	CACC-PW
8996	Doylestown Municipal Complex	Penn Builders Inc	Jon Swartley	215-399-6142	$140,575.00	9/23/2019	C	CACC-PW
9226	Coke Entrance Gate	Coca-Cola Bottling of Reading	Mary Beth	484-248-2116	$15,897.00	7/31/2018	C	CACC-NO
9238	George Fischer Barriers	Georg Fischer Harvel LLC	Jennifer Williams	610-991-5418	$17,932.00	1/31/2019	C	CACC-NO
9300	Sherwin Williams Truck Entrnc	Sherwin Williams	Dennis	717-471-0086	$17,087.00	8/31/2018	C	CACC-NO
9309	PA Shared Scranton Lake Gates	Pennsylvania American Water	Nick Kapelan	570-362-1399	$10,366.00	9/28/2018	C	CACC-NO
9627	Flower Bakery Gate Operators	Flower Bakery Group	Keith Palmer		$16,598.00	10/31/2018	C	CACC-NO
9631	N Coventry Twp Public Works	Balton Construction Inc	Ryan Crosby	717-725-1903	$43,540.00	7/22/2019	C	CACC-PW
9659	Crayola Barriers	Crayola Distribution Center	John Duffy	610-737-2619	$10,757.00	12/18/2018	C	CACC-NO
9774	Comcast Lancaster Gate Replace	Comcast Communications - APSS	Dave Good	484-650-1733	$10,904.00	11/28/2018	C	CACC-NO
9827	Merck Cherokee Parking Control	Merck Pharmaceuticals LLC	Jeff Cizewski	570-521-2062	$42,980.00	5/7/2019	C	CACC-NO
9871	American Tower - Turnersville	Meizinger Construction Service	Len Giacabetti	215-375-0183	$18,615.00	1/31/2019	C	CACC-NO
9926	MainLine World Furniture	Skepton Construction Inc.	Michael Mould	267-347-0559	$20,336.00	12/28/2018	C	CACC-NO
9941	Trans-Bridge Lines	Trans-Bridge Lines Inc	Joe Delfino	610-868-6001	$123,051.00	6/26/2020	C	CACC-NO
9995	PennDOT Lehigh Gate	Lobar Associates, Inc.	Mike Rutherford	717-418-0732	$28,590.00	6/28/2019	C	CACC-NO
AB15342	Westlake Barrier Gates	Westlake Pipe & Fittings Corp	Saroeun Lun	7176610014	$18,300.00	5/31/2023	C	CACC-NO
PM15181	FedEx Buffalo Slide Gate	FedEx Ground - Buffalo	Jake	716-270-7291	$39,641.00	5/15/2023	C	CACC-NO
PM15402	Franklin Labs Repair	Franklin Labs LLC	Ron Tatar	724-208-3883	$31,641.00	6/30/2023	C	CACC-NO
PM15412	Northampton County Prison Gate	Empire Services	Jim Klemer	484-955-7953	$10,995.00	6/30/2023	C	CACC-NO
PM15653	Freightliner Leesport Gate Rep	Berman Freightliner	Eric		$11,845.00	8/25/2023	C	CACC-NO
Total								**127**

Client#: 162183 PROMAX

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CBIZ Insurance Services, Inc.
401 Plymouth Road, Suite 200
P O Box 1000
Plymouth Meeting, PA 19462

CONTACT NAME: Laura Hainsey
PHONE (A/C, No, Ext): 610 862-2249 FAX (A/C, No): 855 378-9075
E-MAIL ADDRESS: Laura.Hainsey@cbiz.com

INSURED
Pro Max Fence Systems, LLC
2621 Centre Ave
Reading, PA 19605

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co. of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Eastern Advantage Assurance Company	13019
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			7033943729	06/22/2023	06/22/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7033943732	06/22/2023	06/22/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7033943763	06/22/2023	06/22/2024	EACH OCCURRENCE	$6,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$6,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			05000012715705	06/22/2023	06/22/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Contractors Pollution			CH23ECPR00239NC	06/22/2023	06/22/2024	$2,000,000 Deductible: $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

*****SAMPLE*****
**** ********** **
**********, *****-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
CBIZ Insurance Services, Inc.

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90 County

State of Maryland
License

PRO MAX FENCE SYSTEMS LLC
2621 CENTRE AVENUE
READING PA 19605

PRO MAX FENCE SYSTEMS LLC
2621 CENTRE AVENUE
READING PA 19605

12139594

12139594

17363570

23

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
66	015	OUT-OF-STATE CONTRACTOR (NOT FOR HOME IMPROVEMENT)	1	15.00
		ISSUING FEES		2.00
		TOTAL		17.00

DATE OF ISSUE
MO DAY YR
05/25/2023

MONTHS PAID
12

AMOUNT PAID
17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2024**

ISSUED BY
MICHELLE KARCZESKI, CLERK OF CIRCUIT COURT
20 WEST COURTLAND STREET
BEL AIR, MARYLAND 21014 (410)638-3248

JLY

PRO MAX FENCE SYSTEMS, LLC: Z19045574

Department ID Number:

Z19045574

Business Name:

PRO MAX FENCE SYSTEMS, LLC

Principal Office:

2621 CENTRE AVE

READING PA 19605

Resident Agent:

THE CORPORATION TRUST INCORPORATED

2405 YORK ROAD

SUITE 201

LUTHERVILLE TIMONIUM MD 21093-2264

Status:

ACTIVE

Good Standing:

THIS BUSINESS IS IN GOOD STANDING

Business Type:

FOREIGN LLC

Business Code:

20 ENTITIES OTHER THAN CORPORATIONS

Date of Formation/ Registration:

08/21/2018

State of Formation:

PA

Stock Status:

N/A

Close Status:

N/A

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Annexation Resolution – A-2023-02: Blaine Properties, LP

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MCC_prelim_agenda_Feb_15.pdf	Motion and Resolution A-2023-02

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: Approval of Annexation Resolution – A-2023-02: Blaine Properties, LP

Charter Amendment	
Code Amendment	
Ordinance	
Resolution	X
Other	

MOTION: I hearby move that the Mayor and Council approve an Annexation Resolution for Annexation Case No. A-2023-02. The portion of property to be annexed is approximately 28.347 acres in size and is intended to be added to and made part of the adjacent municipal lands with RMED zoning. The resolution package includes the metes and bounds description, annexation plat, and zoning exhibit as forwarded by the applicant's engineer.

DATE OF INTRODUCTION: 03/28/23

HEARING DATE: 05/23/23

DATE OF PASSAGE: 02/27/2024

EFFECTIVE DATE: 04/12/2024

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and Sections 4-40, et seq. of the Local Government Article of the Annotated Code of Maryland (hereinafter "Local Government Article" to enlarge the corporate boundaries of the CITY OF HAGERSTOWN, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, by adding or annexing to said corporate boundaries areas immediately adjacent and adjoining the present corporate boundary.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under Section 4-404 of the Local Government, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, the proposal to enlarge the corporate boundaries of the City of Hagerstown by adding or annexing thereto the below described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Petition for Annexation of +/- 28.347 acres McDade Road Into the City of Hagerstown, submitted to this legislative body on February 24, 2023, by Burkentine Real Estate Group, LLC, and signed by the requisite number of persons as prescribed and set forth in Section 4-404(a) of the Local Government Article, as residents, registered voters, and/or owners of the realty contained within the area to be annexed; the Petition being incorporated herein by reference as if set forth herein and made a part hereof; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article §4-403(b)(1), the City may annex land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed, and George R. Jones and Rhonda Jones are the only residents of "Blaine Properties, LP", and both George R. Jones and Rhonda Jones have agreed and consented to the annexation as exhibited in the attached Consent, **See Exhibit 4 – Consent of Resident Registered Voters;**

WHEREAS, all other necessary documents have been introduced, and will be made available for public viewing, and made available for discussion at the public hearing to held on May 23, 2023; and

WHEREAS, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on said Petition, and has ascertained that the requirements of Section 4-404(b) of the Local Government Article have been met; and

WHEREAS, the Petition for Annexation meets all requirements of the law, and pursuant to Section 4-406(d) of the Local Government Article, the Annexation shall be referred to the appropriate State, Regional and County planning authorities; and

WHEREAS, in accordance with City practice in processing annexations, the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, which said Commission has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhoods and vicinities of the areas, and have approved the same and that the rezoning of said tract of land is proper and desirable under all the circumstances and should be accomplished at this time; and

WHEREAS, pursuant to Section 4-416(b) of the Local Government, the annexed area can be developed using City zoning five years after the annexation because there is no express approval of a change in zoning from the County Commissioners.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, that the boundaries of the City, pursuant to the provisions of MD Code, Local Government §4-401, et seq., be and the same are hereby amended and enlarged so as to annex and include within said City all that certain area of land contiguous to the corporate limits of the City and being more particularly shown and described as the "Lands of Blaine Properties LP and Edward A. Blaine Revocable Trust of 1991" on the plat entitled "Plat of Annexation Lands of Blaine Properties LP and Edward A. Blaine Revocable Trust of 1991," prepared by Fox & Associates, Inc,. dated February 8, 2023 which is attached hereto and incorporated herein as Exhibit 1, and more particularly described by the metes and bounds description attached hereto and incorporated herein as Exhibit 2.

AND BE IT FURTHER RESOLVED, that the subject property to be annexed shall have zoning classification of RMED (Residential-Medium Density) upon annexation, as more depicted on the Zoning Exhibit attached hereto and incorporated herein as Exhibit 3.

AND BE IT FURTHER RESOLVED, that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions, and policies.

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective at the end of forty-five (45) days following its final enactment, unless a proper petition for referendum hereon shall be filed.

WITNESS AND ATTEST AS TO CORPORATE SEAL	BY THE MAYOR AND THE CITY COUNCIL OF HAGERSTOWN, MARYLAND
_____	_____
Donna K. Spickler	Tekesha Martinez
City Clerk	Mayor

Date Introduced:	March 28, 2023
Public Hearing:	May 23, 2023
Date of Passage:	February 27, 2024
Effective Date:	April 12, 2024

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THIS SURVEY WAS PERFORMED.

02/13/2023
DATE

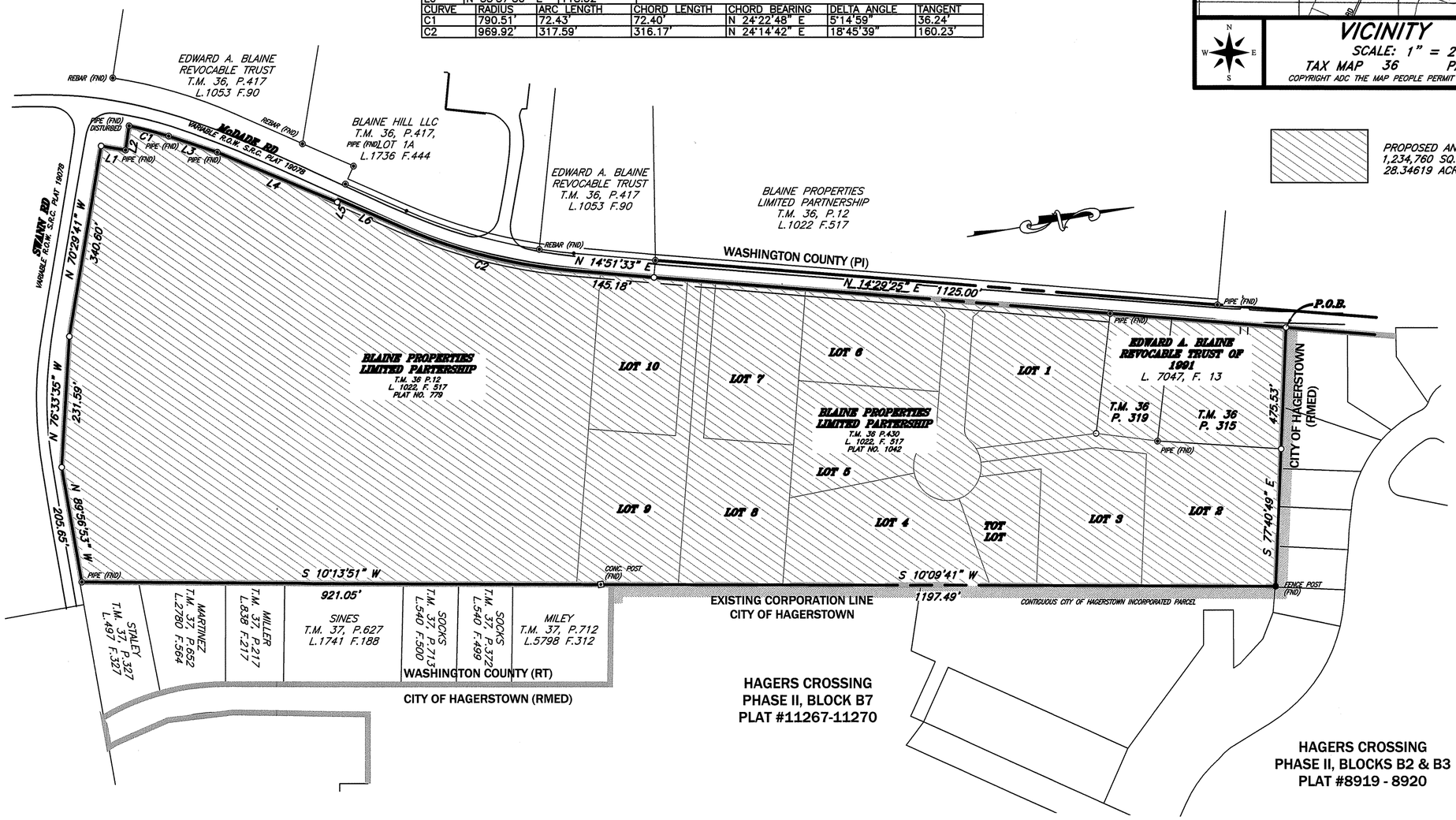
GEORGE E. NAGEL
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 21052
EXPIRATION/RENEW DATE: 8/24/2024

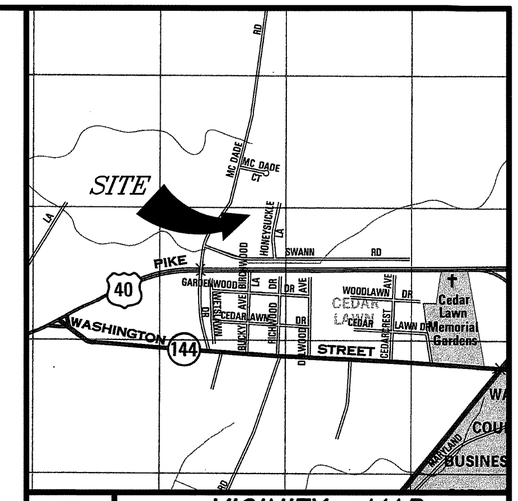
STATE OF MARYLAND
GEORGE EDWARD NAGEL
21052
PROFESSIONAL LAND SURVEYOR

EXHIBIT #1

LINE	BEARING	DISTANCE
L1	N 19°30'19" E	44.02'
L2	N 71°43'55" W	43.49'
L3	N 28°24'21" E	90.92'
L4	N 32°20'58" E	230.36'
L5	N 55°50'12" W	5.05'
L6	N 33°37'30" E	118.52'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	790.51'	72.43'	72.40'	N 24°22'48" E	5°14'59"	36.24'
C2	969.92'	317.59'	316.17'	N 24°14'42" E	18°45'39"	160.23'





VICINITY MAP

SCALE: 1" = 2000'
TAX MAP 36 PARCEL 12 & 430
COPYRIGHT ADC THE MAP PEOPLE PERMIT USE NUMBER 21004221

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

PLAT OF ANNEXATION

LANDS OF

BLAINE PROPERTIES LIMITED PARTNERSHIP & EDWARD A. BLAINE REVOCABLE TRUST OF 1991

SITUATE ALONG THE EAST SIDE OF McDADE ROAD AND NORTH OF SWANN ROAD
WASHINGTON COUNTY, MARYLAND

SHEET No. 1 OF 1

DRAWN BY: AMS	DATE: 8-19-22
CHECKED BY: GEN	DATE: 2-8-23
SCALE: 1" = 150'	

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)695-0880
FAX: (301)293-6009

FOX & ASSOCIATES INC. Est. 1966
Copyright © 2023

DISTRICT 13
TAX MAP No. 36
DWG. No. C-3772

f:\19\50998 Blaine Properties\Survey\Drawings\ANNEX PLAT.DWG Feb 13, 2023 - 11:15am User: gnagel

EXHIBIT #2

FOX & ASSOCIATES INC.
Est. 1966
ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

981 Mt. Aetna Road
Hagerstown, MD 21740
Phone: 301-733-8503
Fax: 301-733-1853
Email: foxhagerstown@foxassociatesinc.com

August 30, 2022

DESCRIPTION OF THE OF PART OF THE LANDS OF BLAINE PROPERTIES LIMITED PARTNERSHIP & ALL OF THE LANDS OF EDWARD A. BLAINE REVOCABLE TRUST OF 1991

Liber 1022, folio 517; Liber 7047, folio 13

Situate west of McDade Road and north of Swann Road in District Number 13, Washington County, Maryland.

Beginning at a point in the eastern right of way for McDade Road, said point being the northwest corner of Parcel 1 as described in a deed from Patricia A. Harbaugh to Cynthia B. Griswold, Successor Trustee of Edward A. Blaine Revocable Trust of 1991, dated June 24, 2022 and recorded in Liber 7047 at folio 13 among the Land Records of Washington County, Maryland, thence with the northern line of Parcel 1 and the northern line of Lot 2 as graphically shown on a plat entitled "Section 1, McDade Farms", recorded as Plat Number 1042 among the said land records,

1)	South 77° 40' 49" East	457.53 feet to a fence post found at the northeast corner of Lot 2, thence with the eastern line of the Lot 2, Lot 3, the Tot Lot, Lot 4, Lot 8, and a portion of Lot 9 as graphically shown on Plat Number 1042
2)	South 10° 09' 41" West	1,197.48 feet concrete post found, said post graphically shown as the northeast corner of Lot 2 on plat entitled "Lots 1 & 2, McDade Farms", recorded as Plat Number 779 among the aforesaid land records, thence with the remaining eastern boundary of the aforesaid Lot 9 (Plat Number 1042) ant the eastern line of Lot 2
3)	South 10° 13' 51" West	921.05 feet to a pipe found at the southeast corner of Lot 2, said pipe being along the northern right of way for Swann Road, thence with the northern right of way for Swann Road the following five (5) courses;
4)	North 89° 56' 53" West	205.65 feet, thence
5)	North 76° 33' 35" West	231.59 feet, thence
6)	North 70° 29' 41" West	340.60 feet, thence
7)	North 19° 30' 19" East	44.02 feet to a pipe found, thence
8)	North 71° 43' 55" West	43.49 feet to pipe found along the western right of way for McDade Road, thence with the western right of way for McDade Road the following eight

		(8) courses; the first being a non-tangent curve to the right, having a radius of 790.51 feet, an arc length of 72.43 feet, a delta of 05° 14' 59", and a chord of
9)	North 24° 22' 48" East	72.40 feet to a pipe found, thence
10)	North 28° 24' 21" East	90.92 feet to a pipe found, thence
11)	North 32° 20' 58" East	230.36 feet, thence
12)	North 55° 50' 12" West	5.05 feet, thence
13)	North 33° 37' 30" East	118.52 feet, thence by a non-tangent curve to the left, having a radius of 969.92, feet, an arc length of 317.59 feet, a delta of 18° 45' 39", and a chord of
14)	North 24° 14' 42" East	316.17 feet, thence
15)	North 14° 51' 33" East	145.18 feet, thence
16)	North 14° 29' 25" East	1,125.00 feet to the Point of Beginning.

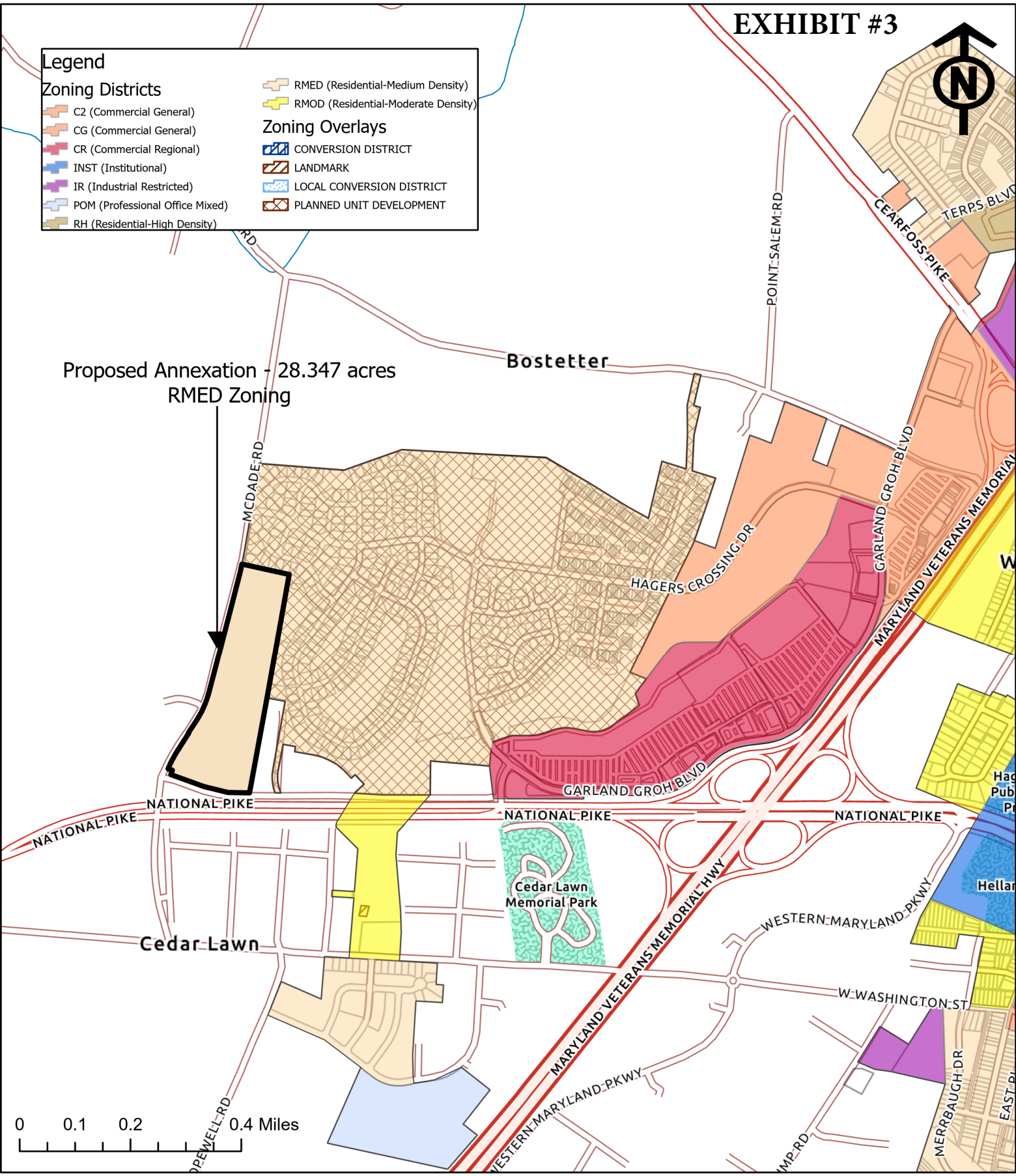
Containing 1,234,760 square feet or 28.34619 acres of land, more or less.

Being part of the land conveyed by Edward A. Blaine to Blaine Properties Limited Partnership by deed dated December 31, 1991, and recorded among the Land Records of Washington County, Maryland in Liber 1022 at folio 517 and being all of the lands conveyed by Patricia A. Harbaugh to Cynthia B. Griswold, Successor Trustee of the Edward A. Blaine Revocable Trust of 1991.

George E. Nagel
Professional Land Surveyor
Maryland Registration No. 21052
Expiration/Renewal Date: August 24, 2024

STATE OF MARYLAND
GEORGE EDWARD NAGEL
21052
PROFESSIONAL LAND SURVEYOR

A-2023-02: Blaine Properties Annexation



Default Folder: M:\gis\PLANNING\GIS-Master Projects\Updated Projects\Blaine Annexation
Prepared by: Joanna Wu, Planner, 2/14/23

Hagerstown
PLANNING & CODE ADMINISTRATION

EXHIBIT #4

George and Rhonda Jones

12421 McDade Road
Hagerstown MD 21740

I, George Jones, and my wife, Rhonda Jones, are registered voters who rent and reside at 12421 McDade Road Hagerstown MD 21740. We are aware the property owners have requested annexation of the rental property into the City of Hagerstown and that we are not opposed to the annexation.

The property: 12461 MdDade Rd is located on Tax Map Parcel 0036-0018-0016. The portion of this parcel that is located on the east side of McDade Road is part of the proposed annexation.

George R Jones — 2-19-23
George R. Jones — Date

Ronda J. Jones — 12-19-2023
Rhonda Jones — Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Ordinance: Acquisition of Property – Hillside Manor Pump Station

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_APPROVAL_OF_ORDINANCE_CONVEYANCE_OF_LOT_FOR_WWPS14.pdf	Motion: Hillside Manor
Ordinance_for_Pump_Station_Deed_from_Hillside_Manor__LLC.docx	ORDIANCE PS14 LOT
Pump_Station_Deed_of_Dedication_and_Sewer_Line_Easement_-Hillside_Manor__LLC.docx	DEED PS14

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: **AN ORDINANCE FOR THE CONVEYANCE IN FEE SIMPLE OF SAID LOT FOR WASTEWATER PUMP STATION #14 AND TO ACCEPT THE GRANT OF THE SEWER EASEMENT WHICH SERVES PUMP STATION #14 BY HILLSIDE MANOR, LLC TO THE CITY OF HAGERSTOWN**

Charter Amendment	□
Code Amendment	□
Ordinance	**x**
Resolution	□
Other	□

MOTION: I hereby move for the Approval of an Ordinance for the Conveyance in Fee Simple of said Lot for Wastewater Pump Station #14 and to Accept the Grant of the Sewer Easement which serves Pump Station #14 as described in the attached Deed by Hillside Manor, LLC to the City of Hagerstown.

DATE OF INTRODUCTION: January 30, 2024
DATE OF PASSAGE: February 27, 2024
EFFECTIVE DATE: March 29, 2024

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE
TO ACCEPT THE
CONVEYANCE IN FEE SIMPLE OF SAID PUMP STATION'S
LOT TO THE CITY; AND ACCEPT THE GRANT OF THE
SEWER EASEMENT, WHICH SERVES PUMP STATION #14
BY HILLSIDE MANOR, LLC
TO THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, the City of Hagerstown is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

WHEREAS, Hillside Manor, LLC ("Hillside") is the owner of real property consisting of 0.02 acres which is a portion of the property described in a deed dated December 29, 2003, and recorded among the land records of Washington County, Maryland at Liber 2320, folio 415, and also denoted as "Pump Station" in Plat no. 8421, recorded among the land records of Washington County, Maryland;

WHEREAS, the said real property is improved by a waste water pump station ("Pump Station #14") which was built for Hillside, and is presently operated and maintained by Hillside;

WHEREAS, Pump Station#14 serves the residences located in the Hillside Manor community;

WHEREAS, per City of Hagerstown Water and Wastewater Standards, once a privately operated pump station reaches a threshold daily flow of 7500 GPD for the average monthly flow, the City shall assume operation, maintenance and repair of the pump station;

WHEREAS, Pump Station #14 has reached daily flow of 7500 GPD for the average monthly flow or a period of at least twelve (12) months, and Hillside has offered to convey Pump Station #14 in fee simple to the City and by Resolution dated January 30, 2024, the City has agreed to accept Pump Station #14 into the waste water system for the City of Hagerstown;

WHEREAS, the City has agreed to accept the conveyance in fee simple of the Pump Station lot to the City;

WHEREAS, Hillside also is the owner of real property immediately adjacent and to the south of Pump Station #14, which is a portion of the property described in a deed dated December 29, 2003, and recorded among the land records of Washington County, Maryland at Liber 2320, folio 415, and also denoted as "Sewer Easement" on Plat no. 8421, recorded among the land records of Washington County, Maryland;

WHEREAS the said Sewer Easement is unimproved and was built to serve Pump Station #14, and is presently maintained by Hillside;

WHEREAS, the Sewer Easement serves the residences located in the Hillside Manor community;

WHEREAS, Hillside has offered to grant and convey unto the said City, its successors and assigns, a Perpetual and Permanent Easement and the right of ingress and egress (including vehicular ingress and egress) over the Sewer Easement for the purpose of constructing, operating, maintaining, repairing, and replacing certain water meter vaults, water lines, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "Facilities"),

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept the conveyance in fee simple of the Pump Station lot to the City; and accept the grant of said Sewer Easement, which services Pump Station #14.

NOW, THERFORE, **BE IT RESOLVED** by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council do hereby approve and accept the conveyance in fee simple of the Pump Station lot to the City;

3. That the Mayor and Council do hereby approve and accept the grant of said Sewer Easement, which services Pump Station #14.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and additional documentation, and to take any additional steps necessary to effectuate the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST AS TO CORPORATE SEAL	MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND
_____	_____
Donna K. Spickler City Clerk	Tekesha Martinez, Mayor

Date of Introduction:	January 30, 2024	PREPARED BY:
Date of Passage:	February 27, 2024	SALVATORE & MORTON
Effective Date:	March 29, 2024	CITY ATTORNEYS

DEED OF DEDICATION
OF PUMP STATION #14
AND WASTEWATER EASEMENT

THIS DEED, Made this _____ day of _____, 2024, by HILLSIDE MANOR, LLC, a Maryland Limited Liability Company, hereinafter referred to as "Grantor".

RECITALS

WHEREAS, Hillside Manor, LLC ("Hillside") is the owner of real property consisting of 0.02 acres which is a portion of the property described in a deed dated December 29, 2003, and recorded among the land records of Washington County, Maryland at Liber 2320, folio 415, and also denoted as "Pump Station" in Plat no. 8421, recorded among the land records of Washington County, Maryland;

WHEREAS, the said real property is improved by a wastewater pump station ("Pump Station #14") which was built for Hillside, and is presently operated and maintained by Hillside;

WHEREAS, Pump Station#14 serves the residences located in the Hillside Manor community;

WHEREAS, per City of Hagerstown Water and Wastewater Standards, once a privately operated pump station reaches a threshold daily flow of 7500 GPD for the average monthly flow, the City shall assume operation, maintenance and repair of the pump station;

WHEREAS, Pump Station #14 has reached daily flow of 7500 GPD for the average monthly flow or a period of at least twelve (12) months, and Hillside has offered to convey Pump Station #14 **in fee simple** to the City;

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept the conveyance in fee simple of the Pump Station lot to the City;

WHEREAS, Hillside also is the owner of real property immediately adjacent and to the south of Pump Station #14, which is a portion of the property described in a deed dated December 29, 2003, and recorded among the land records of Washington County, Maryland at Liber 2320, folio 415, and also denoted as "Sewer Easement" on Plat no. 8421, recorded among the land records of Washington County, Maryland;

WHEREAS, the said Sewer Easement is unimproved and was built to serve Pump Station #14, and is presently maintained by Hillside;

WHEREAS, the Sewer Easement serves the residences located in the Hillside Manor community;

WHEREAS, Hillside said Grantor does hereby grant and convey unto the said City, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress

(including vehicular ingress and egress) over the Sewer Easement for the purpose of constructing, operating, maintaining, repairing, and replacing certain water meter vaults, water lines, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "Facilities"), and the parties further agree:

The Sewer Easement is to be used for the purpose of constructing, operating, maintaining, repairing, and replacing the Facilities.

The City is to have and to permanently hold the Sewer Easement for the uses and purposes hereinabove described.

Hillside agrees that it will not construct, plant, or cause to be placed within the limits of the Sewer Easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of the Sewer Easement by Hillside, its representatives or agents, then Hillside, its successors and assigns, shall be liable for any damage done to the Facilities.

The rights granted herein shall not be construed to interfere with or restrict Hillside, its successors and assigns, from the use of its premises with respect to the construction and maintenance of improvements along or adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use of the Sewer Easement and the use and maintenance of the Facilities.

The parties further agree that the City shall be responsible for mowing the Sewer Easement, if it deems it necessary.

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept the grant of said Sewer Easement, which services Pump Station #14;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises contained herein, and the sum of ZERO ($0.00) DOLLARS. and other good and valuable considerations, the receipt of which is hereby acknowledged, said Grantor does hereby grant and convey unto the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland, all the following fee simple and easement rights located in Hagerstown, Election District No. 22, Washington County, Maryland, and more particularly described as follows:

(1) All of the real property consisting of 0.02 acres which is a portion of the property described in a deed dated December 29, 2003, and recorded among the land records of Washington County, Maryland at Liber 2320, folio 415, and also denoted as "Pump Station" in Plat no. 8421, recorded among the land records of Washington County, Maryland ; and
(2) The Sewer Easement, pursuant to the terms and conditions set forth above

And, the Grantor hereby covenants that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances as may be requisite.

[Continued on next page.]

IN WITNESS WHEREOF, Hillside Manor, LLC, a Maryland Limited Liability Company**,** has caused this Deed to be executed by Charles Karfonta, its President, and its corporate seal affixed and attested to.

ATTEST:

HILLSIDE MANOR, LLC,
a Maryland limited liability company

_____ By: _____
Name: Charles Karfonta
Title: President

STATE OF _____, COUNTY OF _____, To-Wit:

I HEREBY CERTIFY, That on this _____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Charles Karfonta, President of Hillside Manor, LLC, a Maryland Limited Liability Company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing instrument, and did acknowledge that he executed the same for the purposes therein contained and as his voluntary act and deed, and he did further acknowledge that the consideration set forth therein is true and correct.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission Expires:

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
Jason Morton

<u>AFTER RECORDING RETURN TO :</u>

City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Attn: City Clerk

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of an Ordinance: Conveyance of Pump Station 30 Lot By Richmond Homes of Maryland, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_INTRODUCTION_OF_ORDIANCE_CONVEYANCE_OF_LOT_FOR_WWPS30.docx	MOTION INTRODUCTION OF ORDIANCE PS30 LOT
Ordinance_for_Pump_Station_Deed_from_Richmond_American.docx	ORDINANCE PS30 LOT
Pump_Station_Deed_from_Richmond_American.docx	PS30 DEED

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **February 27, 2024**

TOPIC: **AN ORDINANCE FOR THE CONVEYANCE IN FEE SIMPLE OF SAID LOT FOR WASTEWATER PUMP STATION #30 BY RICHMOND HOMES OF MARYLAND, INC. TO THE CITY OF HAGERSTOWN.**

Charter Amendment	□
Code Amendment	□
Ordinance	**x**
Resolution	□
Other	□

MOTION: I hereby move for the Introduction of an Ordinance for the Conveyance in Fee Simple of said Lot for Wastewater Pump Station #30 as described in the attached Deed by dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as "Pump Station Lot" in Plat no. 8374, also recorded among the land records of Washington County, Maryland. Pump Station #30 serves the residences located in the Hagers Crossing community.

DATE OF INTRODUCTION: February 27, 2024
DATE OF PASSAGE: March 26, 2024
EFFECTIVE DATE: April 25, 2024

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE
TO ACCEPT THE
CONVEYANCE IN FEE SIMPLE
OF A PUMP STATION LOT
WHICH SERVES PUMP STATION #30
BY RICHMOND AMERICAN HOMES
OF MARYLAND, INC.
TO THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, the City of Hagerstown is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

WHEREAS, Richmond American Homes of Maryland, Inc., a Maryland Corporation ("Richmond") is the owner of real property consisting of 0.35 acres which is a portion of the property described in a deed dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as "Pump Station Lot" in Plat no. 8374, also recorded among the land records of Washington County, Maryland;

WHEREAS, the said real property is improved by a waste water pump station ("Pump Station #30") which was built for Richmond, and is presently operated and maintained by the City;

WHEREAS, per City of Hagerstown Water and Wastewater Standards, once a privately operated pump station reaches a threshold daily flow of 7500 GPD for the average monthly flow, the City shall assume operation, maintenance and repair of the pump station;

WHEREAS, Pump Station #30 serves the residences located in the Hagers Crossing community;

WHEREAS, the City has agreed to accept, for no monetary consideration, the conveyance in fee simple of the Pump Station Lot to the City;

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept the conveyance in fee simple of the Pump Station Lot to the City.

NOW, THERFORE, **BE IT RESOLVED** by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and Council do hereby approve and accept the conveyance in fee simple of the Pump Station Lot to the City; and

3. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and additional documentation, and to take any additional steps necessary to effectuate the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST AS TO CORPORATE SEAL	MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND
_____	_____
Donna K. Spickler City Clerk	Tekesha Martinez, Mayor

Date of Introduction:	February 27, 2024	PREPARED BY:
Date of Passage:	March 26, 2024	SALVATORE & MORTON
Effective Date:	April 26, 2024	CITY ATTORNEYS

DEED FOR PUMP STATION #30

THIS DEED, Made this _____ day of _____, 2024, by RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland Corporation, hereinafter referred to as "Grantor".

RECITALS

WHEREAS, Richmond American Homes of Maryland, Inc. ("Richmond") is the owner of real property consisting of 0.35 acres which is a portion of the property described in a deed dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as "Pump Station Lot" in Plat no. 8374, also recorded among the land records of Washington County, Maryland;

WHEREAS, the said real property is improved by a wastewater pump station ("Pump Station #30") which was built for Richmond, and is presently operated and maintained by the City;

WHEREAS, Pump Station #30 serves the residences located in the Hagers Crossing community;

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept the conveyance in fee simple of the Pump Station Lot to the City;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises contained herein, and the sum of ZERO ($0.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, said Grantor does hereby grant and convey unto the CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation existing under and by virtue of the Laws of the State of Maryland, all the following fee conveyance located in Hagerstown, Election District No. 25, Washington County, Maryland, and more particularly described as follows:

All of the real property consisting of 0.35 acres which is a portion of the property described in a deed dated July 25, 2018, and recorded among the land records of Washington County, Maryland at Liber 5801, folio 477, and also denoted as "Pump Station Lot" in Plat no. 8374, also recorded among the land records of Washington County, Maryland

And, the Grantor hereby covenants that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances as may be requisite.

IN WITNESS WHEREOF, Richmond American Homes of Maryland, Inc., a Maryland Corporation**,** has caused this Deed to be executed by Brian W. Harris, its Vice President Land Entitlements, and its corporate seal affixed and attested to.

[Signatures appear on next page]

ATTEST: RICHMOND AMERICAN HOMES OF MARYLAND, INC.
a Maryland corporation

_____ By: _____
Name: Brian W. Harris
Title: Vice President Land Entitlements

STATE OF _____, COUNTY OF _____, To-Wit:

I HEREBY CERTIFY, That on this _____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Brian W. Harris, Vice President Land Entitlements, of Richmond American Homes of Maryland, Inc., a Maryland Corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing instrument, and did acknowledge that he executed the same for the purposes therein contained and as his voluntary act and deed, and he did further acknowledge that the consideration set forth therein is true and correct.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission Expires:

This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

_____
Jason Morton

AFTER RECORDING RETURN TO :

City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Attn: City Clerk

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Petition for Annexation of Heavens Heights Homes, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
A-2023-04_Petition_w_Ex_FINAL.pdf	A-2023-04 Annex Petition

ANNEXATION BY:

HEAVENS HEIGHTS HOMES, LLC

PROPERTY ADJACENT TO:

HAGERSTOWN, MARYLAND

A Municipal Corporation

existing under and by virtue of the laws of the State of Maryland

SUBJECT PROPERTY:

+/- 12.08 acres along the Northside of Southern Boulevard, Hagerstown, Maryland 21740

ADJACENT TO THE SOUTHCENTRAL CORPORATE LIMITS OF THE CITY OF HAGERSTOWN

TABLE OF CONTENTS

ANNEXATION BY HEAVENS HEIGHTS HOMES, LLC

- Petition for Annexation
    - Attachments to Petition
        - Exhibit 1: Annexation Plat
        - Exhibit 2: Metes and Bounds Description

PETITION FOR ANNEXATION OF
12.08 acres, Southern Boulevard, Hagerstown, Maryland 21740
INTO THE CITY OF HAGERSTOWN

PURSUANT to §4-402 and §4-404 of the Local Government Article of the Annotated Code of Maryland as amended, the undersigned, **Heavens Heights Homes, LLC a Maryland limited liability company**, (the "Petitioner") does hereby petition and request, subject to the terms and conditions stated herein, that the City of Hagerstown, Maryland, a Maryland municipal corporation (the "City") through its governing body, the Mayor and City Council, enlarge the corporate boundaries of the City of Hagerstown by annexing and including therein +/- 12.08 acres of real property located on the north side of Southern Boulevard and shown as Parcel: 1207 on Tax Map 49 (the "Property"), together with all of the improvements, rights-of-ways, privileges and appurtenances thereunto belonging.

The Property is shown and described as the "Lands of Heavens Heights Homes, LLC" on the plat entitled "Annexation of Heavens Heights Homes, LLC" prepared by Frederick, Seibert & Associates, Inc. dated November 28, 2023, which is attached hereto and incorporated herein as **Exhibit #1**, and more particularly described by the metes and bounds legal description attached hereto and incorporated herein as **Exhibit #2**, which shall be appended to the current legal description of the City of Hagerstown.

The Property is contiguous and adjoining to the existing corporate limits of the City of Hagerstown (MD Code, Local Govt. §4-401(b)(1); and this annexation will not create any unincorporated area which is bounded on all sides by (i) real property presently within the corporate limits of the City, (ii) real property proposed to be within the corporate limits of the City as a result of the proposed annexation, or (iii) any combination of such properties. (MD Code, Local Govt. §4-401(b)(2)(i-iii).

There are no residents living in the area to be annexed; and the Petitioner is the owner of at least twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed. (MD Code, Local Govt. §4-404(a).

The specific conditions upon which this Petition is submitted are as follows:

1. Petitioner shall pay the costs of all public notices and advertisements, all survey costs, and engineering costs necessary to effectuate the purpose of this Petition.

2. The Property shall be added to the corporate boundaries of the City of Hagerstown and the Property and any persons now or hereafter residing on the Property shall be generally subject to the provisions of the Charter of the City, the Code of the City of Hagerstown, including those related to the installation and connection to existing utilities, facilities and municipal services, except as may be set forth to the contrary in this Petition.

3. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters, and all other public improvements, not currently existing, which may be required by the City to be installed, constructed and maintained as part of the development or re-development of the property, shall be at the expense of the then owner(s) or developer(s) of the Property requesting same and shall be at no cost to the City.

4. The Property shall be zoned by the City, as of the effective date of the Annexation Resolution, RMOD-(Residential Moderate-Density).

5. Pursuant to Maryland Code, Local Govt. §4-416, express approval of the zoning Classification by the Washington County Board of County Commissioners shall not be required because RMOD does not permit development of the Property for land-uses substantially different or at a substantially higher density than could be granted in accordance with the current RS (Residential Suburban) Washington County zoning classification.

6. Upon verifying that the requirements of Maryland Code, Local Govt. §4-104 have been compiled with, the presiding officer of the City's legislative body shall promptly cause to be introduced a resolution proposing to enlarge the City of Hagerstown's corporate boundaries and to establish the zoning classification of the Property pursuant to the terms and conditions of this Petition.

7. In addition to, but not as part of the resolution proposing to enlarge the City of Hagerstown's corporate boundaries, an annexation plan shall be prepared by City staff and presented to the City and at least thirty (30) days before the public hearing on this annexation, a copy of the annexation plan shall be provided to (i) the Board of County Commissioners for Washington County, Maryland, (ii) the Department of Planning; and (iii) any regional or State planning agency with jurisdiction in Washington County, as Required under Local Govt. §4-415.

8. Petitioners agree that neither the receipt of this Petition nor the presentment of a Resolution to the Mayor and Council by the City is to be considered a waiver of any provisions of the Annotated Code of Maryland, or the common law thereof.

9. Petitioners further agree that the final determination as to whether or not the City shall enlarge its corporate boundaries as requested herein lies exclusively within the discretion of the legislative body.

10. All conditions of annexation shall be either specifically provided for herein or shall be Mutually agreed upon in the Resolution adopting this annexation.

11. The Petitioner reserves the right to withdraw this Petition and to terminate any agreement contained herein, if the conditions of annexation specified herein are materially changed to the Petitioner's detriment, as determined in the sole and absolute discretion of the Petitioner.

The assessed valuation of the property requested to be annexed is as shown on the Maryland Department of Assessments and Taxation information sheet(s) attached hereto as Exhibit #3.

WITNESS

1/24/2024

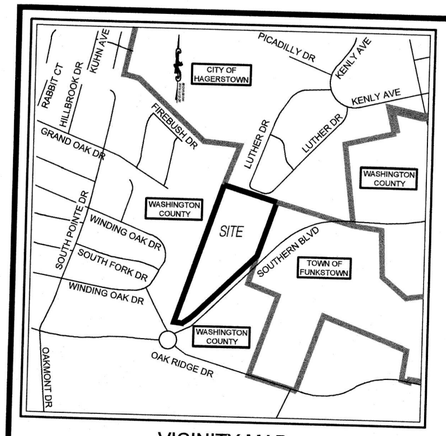
Nikki S. Eichelberger 1/24/2024

NIKKI S. EICHELBERGER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 9/15/2024
WASHINGTON CO., MD

PETITIONER
Heaven Heights Homes, LLC
a Maryland limited liability company

By: _____ (SEAL)
Emad Hassan 1/24/2024

EXHIBIT 1



VICINITY MAP
SCALE 1"=1000'

General Notes

1. Coordinates and rotation based on FSA Control Point #502 (An iron pin & cap located North West Margin of the traffic circle at E Oak Ridge Drive and Southern Blvd, in front of The Meadows Original Frozen Custard) Established by opus having horizontal coordinates X:1109085.54, Y:709243.36.
2. The current owners of record are Heavens Heights Homes LLC.
3. The current County Zoning Classification for this parcel is RS - Residential, Suburban
4. The proposed City Zoning Classification for this parcel is RMOD (Residential Moderate Density).
5. This plat does not represent any property line subdivision at this time.
6. Annexation Case Number A-2023-04.
7. Annexation Resolution was adopted by the Mayor & Council on XXXX. Annexation became effective on XXXX.

Land Surveyor's Certification

I hereby certify that the plat shown hereon is a true and correct survey to the accuracy required by the Hagerstown Planning Commission and that the monuments have been placed as shown hereon to the specifications of the Hagerstown Subdivision Ordinance. This plat was prepared by and supported by field surveys done by me or by my responsible charge all with requirements set forth by COMAR 09.13.06.12.

Date: Nov. 29. 2023

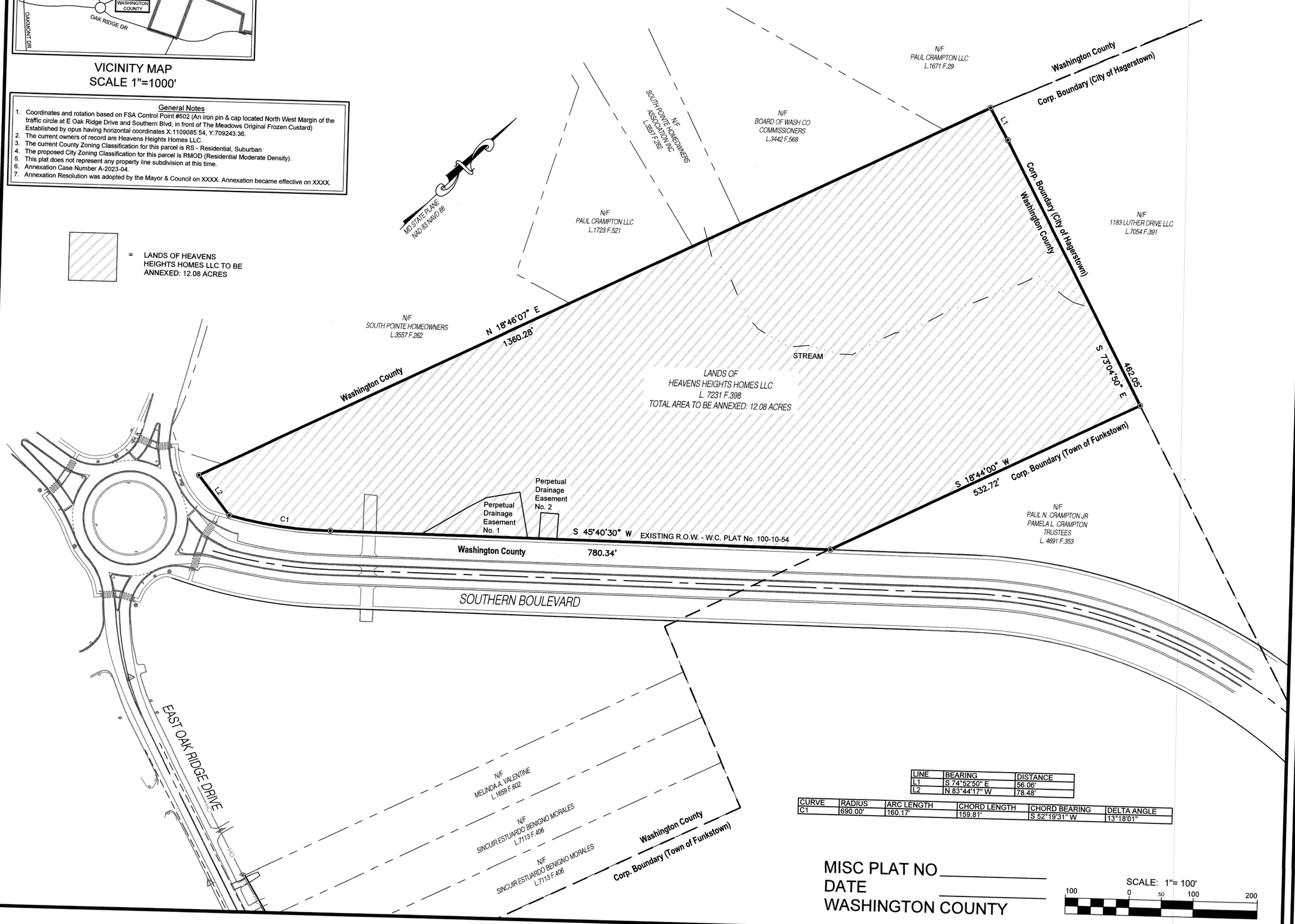
Professional Land Surveyor

Mayor's Certificate

"I hereby certify that the intent of this annexation plat is to incorporate these parcel into the corporate limits of the City of Hagerstown. The legal owners of record is Heavens Heights Homes LLC. The undersigned adopted Resolution No._____ on _____. Heavens Heights Homes LLC consented to the Annexation of it's parcel, which consent is evidenced in Exhibit ___ attached to the Resolution"

Date:_____

Tekesha A. Martinez
Mayor, City of Hagerstown



LINE	BEARING	DISTANCE
L1	S 74°52'50" E	56.06'
L2	N 83°44'17" W	78.48'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	690.00'	160.17'	159.81'	S 52°19'31" W	13°18'01"

MISC PLAT NO _____
DATE _____
WASHINGTON COUNTY

STATE OF MARYLAND
FREDERIC MARK FREDERICK
LS 10731
REGISTERED
PROFESSIONAL LAND SURVEYOR
11-29-23

Professional Certification:
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional under the laws of the State of: MARYLAND, License # 10731, Expiration Date 01-16-2024.

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS
fsa-inc.com
128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650
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305 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111
15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7531

© 2023

Annexation Plat-Lands of Heavens Heights Homes LLC
Washington County - L.7231, F.398
TAX MAP: 49 - PARCEL: 1207
HAGERSTOWN MARYLAND, 21740
WASHINGTON COUNTY

PROJECT NO. 7862
DWN BY MTJ
DATE 11-28-2023
PROJECT MANAGER: FFrederick
EMAIL: FFrederick@fsa-inc.com
PROPERTY INFORMATION 0049-0023-0034
SCALE 1" = 100'
SHEET TITLE

ANNEXATION PLAT

LANDS OF HEAVENS HEIGHTS HOMES LLC TO BE ANNEXED INTO THE CITY OF HAGERSTOWN, MD

SHEET 01 OF 01

P:\SHARED FOLDERS\PROJECTS\7862\DWG\SURVEY\DWG\7862 -ANNEXATION PLAT - 07-11-2023.DWG 2023-11-29

EXHIBIT 2

November 29, 2023

Description of lands of Heavens Heights Homes LLC (Liber 7239, folio 398) to be annexed into the City of Hagerstown.

Situate along the North side of Southern Boulevard just east of its intersection with the roundabout with East Oak Ridge Drive, in Election District Number 10, Washington County, Maryland and being more particularly described in accordance with a survey dated June 2023 by Frederick, Seibert and Associates, Inc. as follows:

Beginning at an iron pin and cap located along the Northern right of way line of Southern Boulevard, said right of way line being at the roundabout intersection of Southern Boulevard with East Oak Ridge Drive and being further shown on Washington County right of way plat 100-10-54, thence leaving said right of way and running along the Eastern boundary of lands now or formerly of South Pointe Homeowners Association (Liber 3557, folio 262) and also along other lands of Paul Crampton LLC and the Board of Washington County Commissioners (Liber 3442, folio 568) N 18° 46' 07" E 1360.28 feet to a corner fence post, thence along lands now or formerly of 1183 Luther Drive LLC (Liber 7054, folio 391) S 74° 52' 50" E 56.06 feet to a recovered iron pin, thence along the same S 73° 04' 50" E 462.05 feet to a punch hole in a rock, thence along lands now or formerly of Paul N. Crampton, Jr. and Pamela L. Crampton, Trustees (Liber 4691, folio 353) S 18° 44' 00" W 532.72 feet to an iron pin set on the northern right of way line of Southern Boulevard, thence running with said right of way line of Southern Boulevard per Washington County Plat Number 100-10-54 S 45° 40' 30" W 780.34 feet to a point, thence with a curve to the right having a radius of 690.00 feet an arc length of 160.17 feet and a chord bearing and distance of S 52° 19' 31" W 159.81 feet to an iron pin and cap set, thence N 83° 44' 17" W 78.48 feet to the place of beginning;

Containing, 12.08 acres of land, more or less;

Said lands are subject to any conditions, restrictions, easements, or rights of way of record and applicable thereto.

Said lands being all of the same lands as conveyed by Carroll E. Stottlemyer, Shannon M. Malott, April D. Weaver and Betty A. Stottlemyer, by Richard E. Scott, her Attorney in Fact, to Heavens Heights Homes LLC by deed dated April 18, 2023, and recorded at Liber 7231, folio 398 among the Land Records of Washington County, Maryland.

FMF/nse

Verification

I HEARBY CERTIFY that I have verified the signatures contained on the Petition for annexation dated ____ day of _____, 2024, for the property described and shown in said Petition of Annexation which is attached hereto; and I do hereby certify that they are true and correct signature of said persons and I further certify, pursuant to Maryland Code, Local Government §4-404 that the Petition in fact is signed by the owners of not less than twenty-five (25%) of the assessed valuation of the real property located in the area proposed to be annexed and who are registered voters in the Washington County Election District in which the area to be annexed is located.

The assessed valuation of the real property referred to herein as of January 1, 2022, is

ONE HUNDRED TWENTY FOUR THOUSAND AND SEVEN HUNDRED DOLLARS **($124,700**).

WITNESS my hand and seal this ____ day of _____, 2024.

_____

Donna Spickler, City Clerk

_____

Tekesha Martinez, Mayor

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Annexation Plan – A-2023-04: Heavens Heights Homes, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
motion_annex_plan_heavens_heights.docx	Motion for Annex Plan
a-2023-04_annex_plan.docx	A-2023-04 Annex Plan

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: Approval of Annexation Plan – A-2023-04: Heavens Heights Homes, LLC

Charter Amendment

Code Amendment

Ordinance

Resolution

Other X

MOTION: I hearby move that the Mayor and Council approve an Annexation Plan for Annexation Case No. A-2023-04. The portion of property to be annexed is approximately 12.08 acres in size and is intended to be added to and made part of the adjacent municipal lands.

DATE OF PASSAGE: 02/27/24

EFFECTIVE DATE: 02/27/24

City of Hagerstown, Maryland

Annexation Case No. A-2023-04

Property Owners:	Heavens Heights Homes, LLC	
Applicant:	Heavens Heights Homes, LLC	
Location of Property:	Situated at the Northside of Southern Blvd Parcel 1207)	(Tax Map 49 Grid 23

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

A. The area of annexation is approximately +/- 12.08 acres.

B. The proposed zoning is RMOD (Residential-Moderate Density). The purpose of the RMOD Zoning District is to provide locations for moderate density residential uses including single family, duplex, and semi-detached dwellings.
The property is designated as Medium Density on the City's Future Land Use Map which identifies RMOD, RMED (Residential-Medium Density), or RO (Residential-Office) as compatible zoning districts.
The RMOD zoning classification proposed for this site allows uses permitted in the County's current zoning of RS (Residential Suburban).

C. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 Comprehensive Plan, visionHagerstown 2035.

D. It is within the County's Urban Growth Boundary and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

A. The uses of the annexation area will be residential in nature and the tract is within the Washington County Public Schools (WCPS) system's school attendance boundaries for Emma K. Doub Elementary School, E. Russell Hicks Middle School, and South Hagerstown High School. Per the September 2023 enrollment report from WCPS, Emma K. Doub Elementary

School was over capacity by 73 students, E. Russell Hicks Middle School was under by 14 students, and South Hagerstown High School was over by 286 students. Per the WCPS FY 2023 Facilities Master Plan and the County's FY 2023 Capital Improvement budget, there are plans for a replacement elementary school in the system with local funding planned for FY 2025-2027. The WCPS planner anticipates that the proposed development would severely impact the existing schools ability to accommodate the additional students. Development of the annexation area will generate revenues for the County which could be earmarked for school capacity enhancement funding from excise tax on all building permits and from real property tax payments on all new homes.

B. The uses of the annexation area will be residential in nature and residents resulting from development of the land would be served by the Washington County Free Library. The central library in Downtown Hagerstown was expanded in 2011-2013 to better serve our community.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed

A. The area of annexation is not currently served by Utilities. The property will be served by extension of City Water and Wastewater lines as part of development following annexation. Sufficient capacity exists to serve the property.

B. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters and all other public improvements, not currently existing, which may be required by the City to be installed constructed and maintained as part of the development or re-development of the area of annexation, shall be that the expense of the then owner(s) or developer(s) of the area of annexation requesting same, and shall be at no cost to the City.

C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

D. The property will be served by existing emergency medical services provided by Meritus Medical Center, Community Rescue Service, Inc., and the City of Hagerstown Fire Department.

E. The area proposed for annexation fronts Southern Boulevard. This annexation does not include the right-of-way of Southern Boulevard so no change to current ownership or service is proposed. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.

F. Parks and recreation facility expansion are not proposed for this annexation.

G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.

H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of Southern Boulevard is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.

I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Introduction of Annexation Resolution – A-2023-04: Heavens Heights Homes, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
motion_annex_res_heavens_heights.docx	Motion for Annex Res
A-2023-04_Resolution_w_Ex.pdf	Annex Res A-2023-04

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: Introduction of Annexation Resolution – A-2023-04: Heavens Heights Homes, LLC

Charter Amendment	
Code Amendment	
Ordinance	
Resolution	X
Other	

MOTION: I hearby move that the Mayor and Council introduce an Annexation Resolution for Annexation Case No. A-2023-04. The portion of property to be annexed is approximately 12.08 acres in size and is intended to be added to and made part of the adjacent municipal lands with RMOD zoning. The resolution package includes the metes and bounds description, annexation plat, and zoning exhibit.

Date Introduced: February 27, 2024
Public Hearing Date: April 23, 2024
Date of Passage: May 28, 2024
Effective Date: July 12, 2024

DATE OF INTRODUCTION: 02/27/24

PUBLIC HEARING DATE: 04/23/24

DATE OF PASSAGE: 05/28/24

EFFECTIVE DATE: 07/12/24

RESOLUTION NO. A-2023-04

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and MD Code, Local Government §4-401, et seq., to enlarge the corporate boundaries of the CITY OF HAGERSTOWN, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, by adding or annexing to said corporate boundaries areas immediately adjacent and adjoining the present corporate boundary thereof, and to be popularly known as the "*Heavens Heights Homes, LLC Annexation, Case No. A-2023-04.*"

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article §4-404 of the Annotated Code of Maryland, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, the proposal to enlarge the corporate boundaries of the City of Hagerstown by adding or annexing thereto the below described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Petition for Annexation of +/- 12.08 acres Southern Boulevard into the City of Hagerstown, submitted to this legislative body on December 8, 2023, by Heavens Heights Homes, LLC, and signed by the requisite number of persons as prescribed and set forth in MD Code, Local Government §4-404(a), as residents, registered voters, and/or owners of the realty contained within the area to be annexed; the Petition being incorporated herein by reference as if set forth herein and made a part hereof; and

WHEREAS, all other necessary documents have been introduced, and will be made available for public viewing, and made available for discussion at the public hearing to held on March 26, 2024; and

WHEREAS, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on said Petition, and has ascertained that the requirements of MD Code, Local Government §4-404(b) have been met; and

WHEREAS, the Petition for Annexation meets all requirements of the law, and pursuant to MD Code, Local Government §4-406(d), the Annexation shall be referred to the appropriate State, Regional and County planning authorities; and

WHEREAS, in accordance with City practice in processing annexations, the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, which said Commission has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhoods and vicinities of the areas, and have approved the same and that the rezoning of said tract of land is proper and desirable under all the circumstances and should be accomplished at this time;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, that the boundaries of the City, pursuant to the provisions of MD Code, Local Government §4-401, et seq., be and the same are hereby amended and enlarged so as to annex and include within said City all that certain area of land contiguous to the corporate limits of the City and being more particularly shown and described as the "Lands of Heavens Heights Homes, LLC" on the survey plat entitled "Annexation Plat – Lands of Heavens Heights Homes, LLC Washington County – L.7321, F. 398" prepared by Frederick Seibert & Associates, dated November 28, 2023, which is attached hereto and incorporated herein as Exhibit 1, and more particularly described by the metes and bounds description attached hereto and incorporated herein as Exhibit 2.

AND BE IT FURTHER RESOLVED, that the subject property to be annexed shall have zoning classification of RMOD (Moderate Density Residential) upon annexation, as more depicted on the Zoning Exhibit attached hereto and incorporated herein as Exhibit 3.

AND BE IT FURTHER RESOLVED, that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions, and policies.

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective at the end of forty-five (45) days following its final enactment, unless a proper petition for referendum hereon shall be filed.

WITNESS AND ATTEST AS TO CORPORATE SEAL

BY THE MAYOR AND THE CITY COUNCIL OF HAGERSTOWN, MARYLAND

_____

Donna K. Spickler
City Clerk

_____

Tekesha Martinez
Mayor

Date Introduced: February 27, 2024
Public Hearing Date: April 23, 2024
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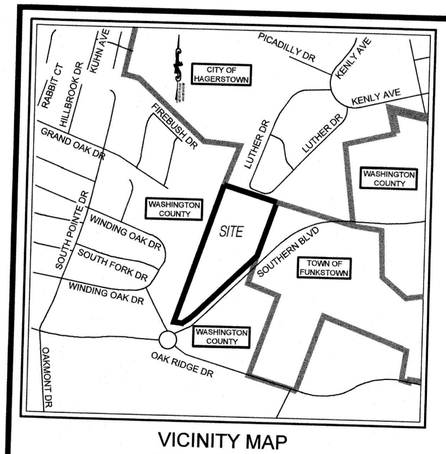

VICINITY MAP
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7. Annexation Resolution was adopted by the Mayor & Council on XXXX. Annexation became effective on XXXX.

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Date: Nov. 29. 2023

Professional Land Surveyor

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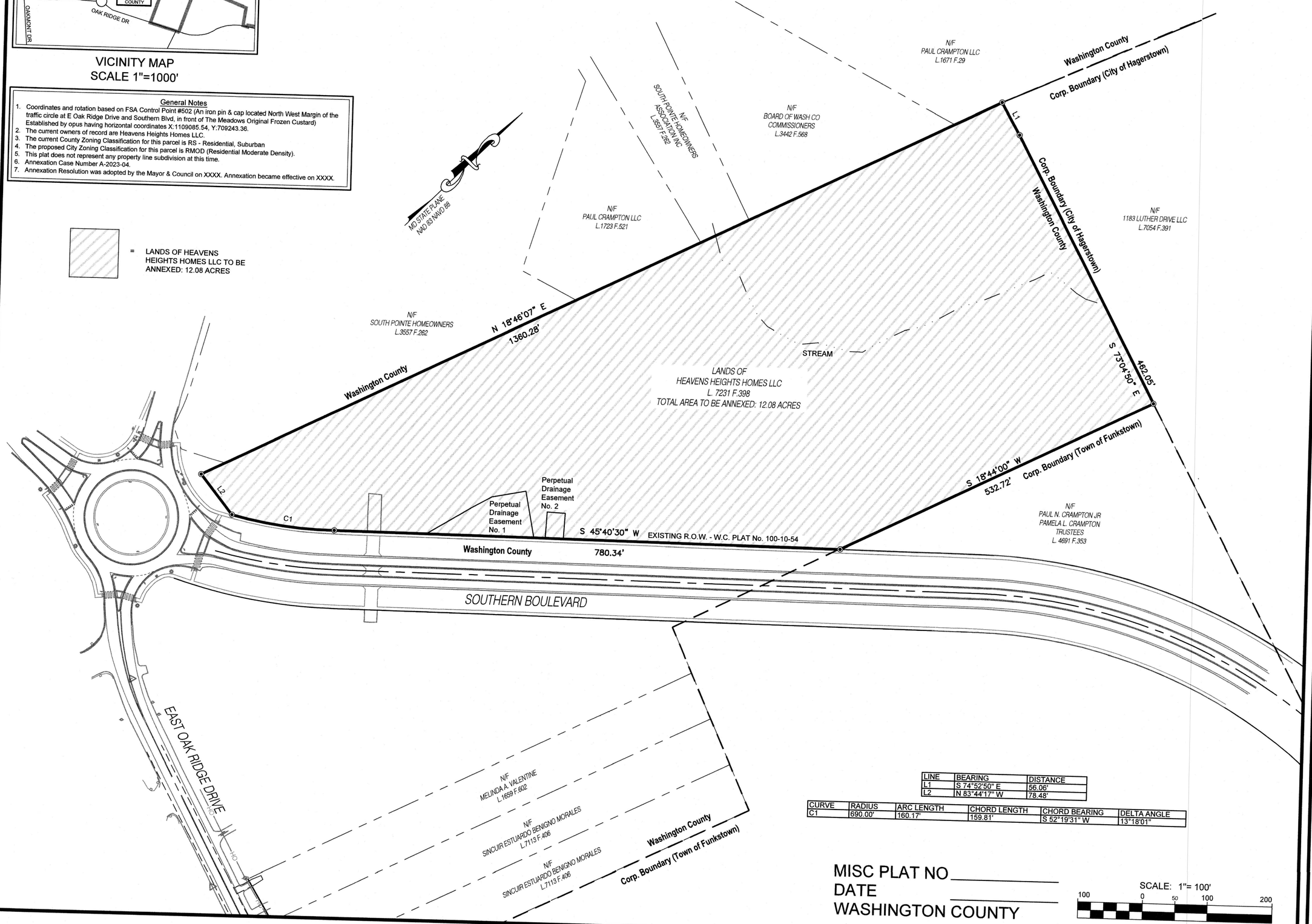
"I hereby certify that the intent of this annexation plat is to incorporate these parcel into the corporate limits of the City of Hagerstown. The legal owners of record is Heavens Heights Homes LLC. The undersigned adopted Resolution No._____ on _____. Heavens Heights Homes LLC consented to the Annexation of it's parcel, which consent is evidenced in Exhibit ___ attached to the Resolution"

Date:_____

Tekesha A. Martinez
Mayor, City of Hagerstown



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MISC PLAT NO _____
DATE _____
WASHINGTON COUNTY

SCALE: 1"= 100'
100 0 50 100 200

STATE OF MARYLAND
FREDERIC MARK FREDERICK
LS 10731
REGISTERED PROFESSIONAL LAND SURVEYOR
11-29-23

Professional Certification:
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional under the laws of the State of: MARYLAND, License # 10731, Expiration Date 01-16-2024.

FSA
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© 2023

Annexation Plat-Lands of Heavens Heights Homes LLC
Washington County - L.7231, F.398

TAX MAP: 49 - PARCEL: 1207
HAGERSTOWN MARYLAND, 21740
WASHINGTON COUNTY

PROJECT NO. 7862
DWN BY MTJ
DATE 11-28-2023
PROJECT MANAGER: FFrederick
EMAIL: FFrederick@fsa-inc.com
PROPERTY INFORMATION 0049-0023-0034
SCALE 1" = 100'
SHEET TITLE

ANNEXATION PLAT

LANDS OF HEAVENS HEIGHTS HOMES LLC TO BE ANNEXED INTO THE CITY OF HAGERSTOWN, MD

SHEET 01 OF 01

P:\SHARED FOLDERS\PROJECTS\7862\DWG\SURVEY\DWG\7862 -ANNEXATION PLAT - 07-11-2023.DWG 2023-11-29

November 29, 2023

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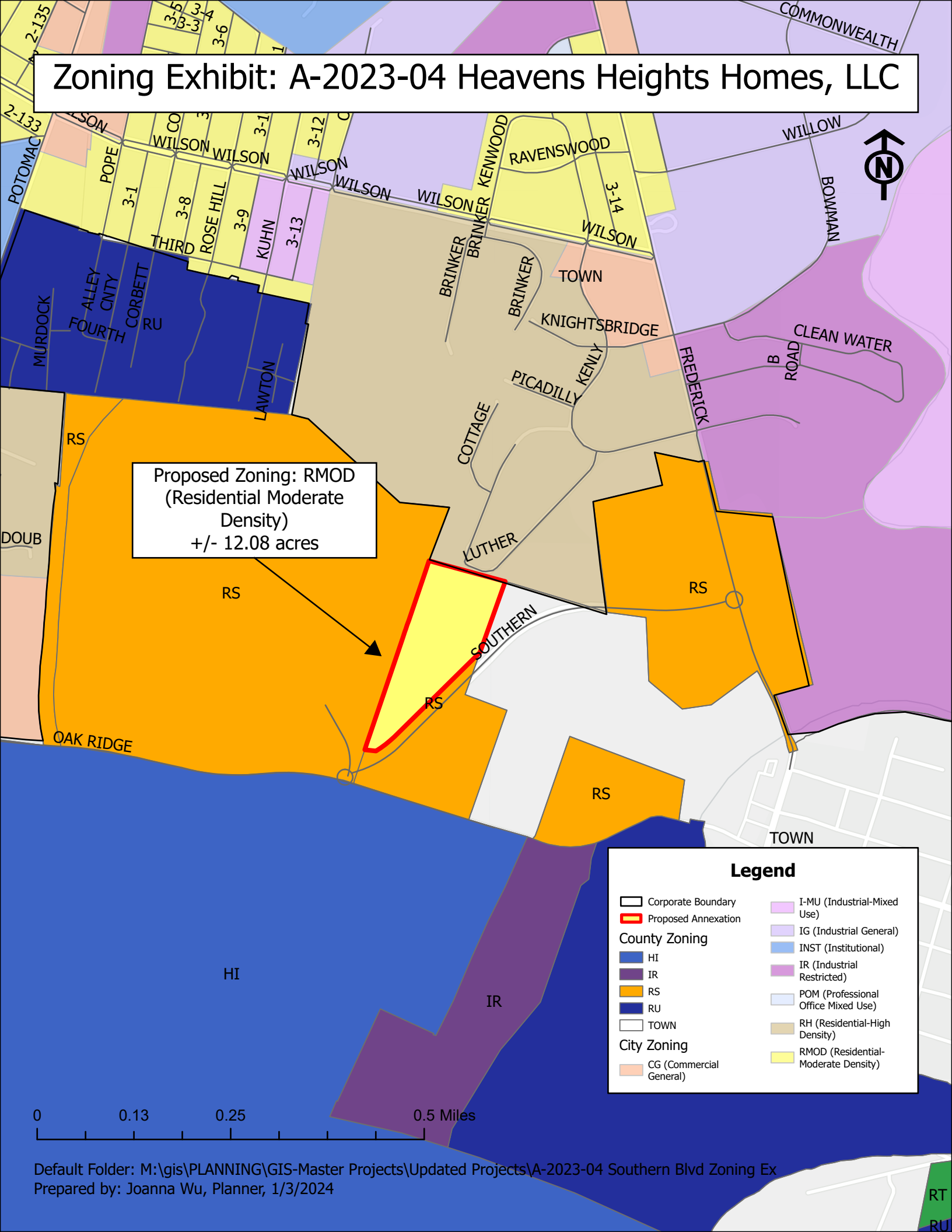
FMF/nse

Zoning Exhibit: A-2023-04 Heavens Heights Homes, LLC



Default Folder: M:\gis\PLANNING\GIS-Master Projects\Updated Projects\A-2023-04 Southern Blvd Zoning Ex
Prepared by: Joanna Wu, Planner, 1/3/2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Addendum to Agreement with Sierra Nevada Corporation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_RESOLUTION_TO_AMEND_ARDI_AGREEMENT.docx	MOTION ARDI AGREEMENT
Resolution_for_Addendum_to_Agreement_with_Sierra_Nevada_formerly_ARDI.pdf	Resolution - ARDI
ADDENDUM_TO_AGREEMENT_BETWEEN_CITY_AND_SNC.pdf	ARDI addendum
ARDI_Agreement.pdf	ARDI AGREEMENT

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: **A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO AN ADDENDUM TO AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND SIERRA NEVADA COMPANY, LLC, f/k/a AVIATION RESOURCES DELAWARE, INC.**

Charter Amendment	□
Code Amendment	□
Ordinance	□
Resolution	■
Other	□

MOTION: I hereby move for the approval of a Resolution authorizing the City of Hagerstown to enter into an addendum to the agreement between the City and Sierra Nevada Company, LLC, formally know as Aviation Resources Delaware, Inc.

DATE OF INTRODUCTION: February 27, 2024
DATE OF PASSAGE: February 27, 2024
EFFECTIVE DATE: February 27, 2024

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO AN ADDENDUM TO AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND SIERRA NEVADA COMPANY, LLC, f/k/a AVIATION RESOURCES DELAWARE, INC.

RECITALS

WHEREAS, the City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "City;" and Sierra Nevada Company, LLC f/k/a Aviation Resources of Delaware, Inc. is a Nevada corporation registered to conduct business in the State of Maryland (hereinafter "SNC").

WHEREAS, the City and SNC are parties to a certain Agreement dated February 4, 2004, ("the Agreement"), whereby the parties agreed to construct a community water storage tank for the purposes of providing fire suppression services in the vicinity of the Hagerstown Regional Airport;

WHEREAS, the Agreement called for, among other obligations, SNC to contribute $101,000 to the City towards the costs of the construction of the community water storage tank;

WHEREAS, the contemplated community water storage tank was not, and shall not be, constructed;

WHEREAS, the Agreement may be amended only in a subsequent writing signed by both parties; and

WHEREAS, the parties wish to rescind the Agreement in its entirety and for the City to return the payment of $101,000 to SNC as set forth in the attached Addendum.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to enter into an Addendum to Agreement, a copy of which is attached hereto, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the purposes of said Addendum and this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

Date of Introduction: February 27, 2024
Date of Passage: February 27, 2024
Effective Date: February 27, 2024

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Tekesha Martinez, Mayor

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

ADDENDUM TO AGREEMENT BETWEEN
THE CITY OF HAGERSTOWN AND
SIERRA NEVADA COMPANY, LLC, f/k/a
AVIATION RESOURCES DELAWARE, INC.

THIS ADDENDUM TO AGREEMENT ("Addendum") is made this ___ day of _____, 2024, by and between the City of Hagerstown, a Maryland Municipal Corporation (hereinafter "City"), and the Sierra Nevada Company, LLC f/k/a Aviation Resources of Delaware, Inc. a Nevada corporation registered to conduct business in the State of Maryland (hereinafter "SNC").

WHEREAS, the City and SNC are parties to a certain Agreement dated February 4, 2004, ("the Agreement"), whereby the parties agreed to construct a community water storage tank for the purposes of providing fire suppression services in the vicinity of the Hagerstown Regional Airport;

WHEREAS, the Agreement called for, among other obligations, SNC to contribute $101,000 to the City towards the costs of the construction of the community water storage tank;

WHEREAS, the contemplated community water storage tank was not, and shall not be, constructed; and

WHEREAS, the Agreement may be amended only in a subsequent writing signed by both parties.

NOW, THEREFORE, THIS ADDENDUM WITNESSETH: That the parties hereto hereby agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that both the aforementioned Agreement be and is hereby amended as follows:

1. The Agreement is RESCINDED in its entirety, and neither party shall have any further obligation to each other under the Agreement, except that the City shall pay to SNC the sum of ONE HUNDRED ONE THOUSAND DOLLARS and 00/100 CENTS ($101,000.00) within seven (7) days of the date of this Addendum.

WITNESS the names and seals of the parties hereto, signed the date first above written:

ATTEST: City of Hagerstown

_____ BY:_____(SEAL)
Donna K. Spickler, City Clerk Tekesha Martinez, Mayor

ATTEST:

Sierra Nevada Company, LLC, f/k/a Aviation Resources Delaware, Inc.

_____

By: _____(SEAL)
Brandon Main
Vice President of Corporate Real Estate

AGREEMENT

This Agreement made this 4th day of February, 2004, by and between the City of Hagerstown, a Maryland Municipal Corporation, hereinafter called City, and Aviation Resources Delaware, Inc. a DELAWARE Corporation, hereinafter called ARDI.

WHEREAS, ARDI would be required by applicable law to construct and maintain a private fire water storage tank and related piping at its facility for purposes of providing water for fire suppression, and

WHEREAS, the City is desirous of constructing a community water storage tank in the vicinity of ARDI's property and the City and ARDI have agreed that ARDI would contribute the estimated cost of the private fire water storage tank to the City to be used for construction of the community water storage tank in lieu of ARDI constructing a private fire water storage tank, and

WHEREAS, prior to the construction of the community water storage tank, ARDI is in need of water services for purposes of fire suppression and the City has agreed to provide the same through the City water system.

WITNESSETH: For and in consideration of the mutual promises hereinafter made by and between the City and ARDI, the parties agree as follows:

1. The City will provide water service for fire suppression to ARDI as hereinafter provided with a minimum service of 4,500 gallons per minute of water for fire flow for a period of 45 minutes. This flow rate availability is subject to normal fluctuations of the water system, including those caused by abnormal or unexpected customer demands and routing and emergency system maintenance or repair.

2. The City will modify its pump control systems and place on line its third water booster pump at the City's Pump Station 3 on Orchard Hills Parkway that serves ARDI.

3. The City will provide and install a 10-inch connection for ARDI's fire system.

4. ARDI will pay to the City the sum of $101,000.00 which sum represents the cost of installing a private water storage tank on ARDI's site. The ARDI deposit would be credited to a restricted cash account. The funds would be invested in the same manner as all City cash. Interest earnings on the specific ARDI deposit would be restricted and paid to ARDI quarterly until funds have been distributed to pay for the cost of construction as set forth herein. Use of these funds by the City shall be for a contribution towards a municipally operated and maintained water storage tank connected to the water system that serves ARDI.

5. ARDI will be responsible to pay to the City the normal fees and charges associated with the operation of the fire service connection provided by the City for ARDI's fire suppression system at 18635 Jarkey Drive.

6. ARDI will install and maintain at its expense a backflow preventor on its fire system capable of preventing contamination of the public water supply by its fire system.

7. ARDI will provide all necessary excavation associated with the installation of the new fire service connection and abandonment of the existing fire service connection.

8. The parties agree that this Agreement will expire at the first to occur of the following events:

A. ARDI ceases its operation and otherwise vacates the facility served by the above mentioned fire system; or

B. The City constructing and putting into service a community water storage tank storing approximately 300,000 gallons of water to be located at a tank site to the north and east of ARDI's operations in the northwest corner of the property owned by Fulton Properties, Inc. off Industry Drive or such other location the City deems appropriate.

9. The parties hereto agree that the terms of this Agreement shall be interpreted according to the laws of the State of Maryland and that the parties agree that any disputes under this Agreement shall be resolved in the Court system for Washington County, Maryland and the parties hereto consent to jurisdiction and venue in that Court system.

10. The above constitutes the entire agreement between the parties and no promises or representations contrary to or in addition to the same are binding upon the parties unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 18th day of February, 2004.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler

Donna K. Spickler,
City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

William M. Breichner, Mayor

ATTEST AS TO CORPORATE SEAL

AVIATION RESOURCES DELAWARE, INC.

By: Dennis R. McCabe

DENNIS R. McCABE
VICE PRESIDENT / TREASURER

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Enforce Lease Agreement with DairyOne

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_RESOLUTION_DAIRYONE_LEASE.docx	MOTION DAIRYONE
DairyOne_Resolution.docx	RESOLUTION DAIRYONE
1984_11-01_Milk_Lab_-_Dairy_One.pdf	LEASE AGREEMENT
Milk_House_Lease_Exhibit_A.pdf	LEASE EXHIBIT A

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: **A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO TAKE ALL STEPS NECESSARY TO ENFORCE A LEASE AGREEMENT WITH DAIRYONE COOPERATIVE, INC. AND TO HAVE THE LEASED PREMISES AT 1040 FREDERICK STREET RESTORED TO THE USE OF THE CITY**

Charter Amendment	□
Code Amendment	□
Ordinance	□
Resolution	■
Other	□

MOTION: I hereby move for the approval of a Resolution authorizing the City of Hagerstown to take all steps necessary to enforce a lease agreement with DairyOne Cooperative, Inc. to have the leased premises at 1040 Frederick Street restored to the use of the City as described in the attached Resolution.

DATE OF INTRODUCTION: February 27, 2024
DATE OF PASSAGE: February 27, 2024
EFFECTIVE DATE: February 27, 2024

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO TAKE ALL STEPS NECESSARY TO ENFORCE A LEASE AGREEMENT WITH DAIRYONE COOPERATIVE, INC. AND TO HAVE THE LEASED PREMISES AT 1040 FREDERICK STREET RESTORED TO THE USE OF THE CITY

RECITALS

WHEREAS, the City of Hagerstown owns certain improved real property within its corporate boundaries known as 1040 Frederick Street;

WHEREAS, DairyOne Cooperative, Inc., a New York corporation ("DairyOne"), is occupying a portion of said property under a Lease which otherwise expires on October 31, 2034;

WHEREAS, DairyOne, has breached said Lease by, among other acts, failure to use the premises exclusively for the purpose of operating a laboratory to collect and analyze milk samples, as well as its abandonment of the premises;

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of Hagerstown to use all lawful means to enforce said Lease and have the premises restored to the City's exclusive control;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the above Recitals are incorporated herein by reference;

2. That the City of Hagerstown and the City Attorney be and are hereby authorized to take all steps necessary to enforce the Lease and to have the Premises restored to the City; and

3. That the Mayor and the City Attorney be and is hereby authorized to take any further action or execute any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED enacted and ordained that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

By:_____
Tekesha Martinez, Mayor

Date of Introduction:	February 27, 2024	PREPARED BY:
Date of Passage:	February 27, 2024	SALVATORE & MORTON, LLC
Effective Date:	February 27, 2024	CITY ATTORNEY

FY85 to FY 35 1040 Frederick Ave
3651 year

DEC 1 1 2 11 ... HAGERSTOWN ... SECTY.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1 day of November, 1984, by and between THE CITY OF HAGERSTOWN, MARYLAND, a Municipal Corporation, existing under and by virtue of the laws of the State of Maryland, hereinafter referred to as "Lessor", and MID-EAST MILK LAB SERVICES, INC., a non-profit-non-stock Maryland Corporation, hereinfter referred to as "Lessee."

W I T N E S S E T H:

In consideration of the covenants, terms, provisions, conditions and limitations hereinafter contained, Lessor and Lessee mutually covenant and agree as follows:

THIS IS NOT A CONTRACT TO BUY OR PURCHASE.

I.

DEMISED PREMISES

Lessor does hereby demise and lease unto said Lessee and Lessee does hereby rent and lease and take as tenant from Lessor all of the following described premises:

All that property and parcel of ground, together with any improvements thereon (excepting sanitary sewer lines and/or any other utility facilities, fixtures or appurtenances), more particularly described as follows:

Beginning at a point in the North edge of pavement of the southern branch of Clean Water Circle, East of Frederick Street on the lands of the City of Hagerstown, occupied by the Water Pollution Control Plant, said point of beginning being located the following three (3) courses and distances from a point of reference on the center line of Kenly Avenue at its intersection with the extended East marginal line of Frederick Street, known as Station 0 + 28.11 on Kenly Avenue, first with the East marginal line of Frederick Street North 13 degrees, 53 minutes, 10 seconds West 325.50 feet to the center line of Clean Water Circle, then with said center line of Clean Water Circle, North 77 degrees, 40 minutes, 27 seconds East 256.00 feet, then at right angles North 12 degrees, 19 minutes, 33 seconds West 9.00 feet to said point of beginning; thence leaving said Clean Water Circle at right angles thereto, North 12 degrees, 19 minutes 33 seconds West

118.00 feet to a point, thence North 77 degrees, 40 minutes, 27 seconds East 90.00 feet to a point, thence South 66 degrees, 04 minutes, 19 seconds East 93.00 feet to a point, thence South 12 degrees, 19 minutes, 33 seconds East 63.00 feet to a point in the North edge of pavement of Clean Water Circle, thence following said North edge of pavement, South 77 degrees, 40 minutes, 27 seconds West 165.00 feet to the point of beginning, containing 17,405 square feet of land, more or less; and being a portion of the property conveyed by Jacob Roessner to the City of Hagerstown, formerly known as the Mayor and Council of Hagerstown, by deed dated March 30, 1917, and recorded in Liber 150, folio 750 among the Land Records of Washington County, Maryland; said land to be leased being more particularly shown and described on Drawing Number 82-048-02 on file in the office of the City Engineer of the City of Hagerstown, Maryland, a copy of which is attached hereto and made a part hereof by reference, as Attachment "A".

No permanent structures shall be built over the existing 21 inch VC sanitary sewer main and related facilities crossing through the property; or any other present or future facilities.

The premises leased herein are leased subject to all conditions, restrictions, easements, rights-of-way and covenants and utility facilities of whatsoever nature or kind now owned by the Lessor. Lessee obtains no interest in said facilties.

II.

TERM

The initial term of this Lease shall be for a period of Fifty (50) years, commencing on the 1 day of November, 1984 and terminating on the 31 day of October, 2034.

In the event that there is a holding over by the Lessee, then this Agreement shall be considered to be on a month-to-month basis and all of the terms and conditions contained herein shall be applicable.

III.

RENTAL

Lessee shall pay to the Lessor the annual rental sum of

Three Hundred Sixty-five ($365.00) Dollars per annum. Said sum shall be paid upon the execution of this Agreement and on the first day of November in advance on each succeeding year until the termination of this Lease.

In the event that there would be a holding over, and the Lease becomes an agreement on a month-to-month basis, then the Lessor within its absolute discretion may charge whatever rent for the premises that it shall deem advisable.

IV.

USE

The Lessee herein agrees that the premises in question will be used exclusively for the purpose of establishing and operating a laboratory to collect and analyze milk samples for the purpose of maintaining a progressive dairy herd improvement program and to provide the above services to farmers and organizations outside of the Dairy Herd Improvement Program, wherever needed and when deemed advisable to advance the cause of agriculture. The use will be in conjunction with Maryland Dairy Herd Improvement Corporation.

V.

CONSTRUCTION-RENNOVATION

Lessee agrees that it has or will construct upon the premises in question, at its expense, offices and a laboratory in accordance with the plans and specifications attached hereto and incorporated herein by reference and designated Attachment "B".

Lessee further agrees that it has and/or will construct all necessary utility facilities required for the operation, maintenance and use of the Lessee on the premises in question.

In the event that any further utilities of whatsoever nature or kind must be upgraded and/or constructed for the operation of the leased premises, then and in said event the Lessee shall pay for the design and/or construction of same. It is intended by this portion of this Agreement that all costs incurred directly or indirectly for any future services of whatsoever nature or kind, including water, sewer, gas, electricity or any other utility or fixture or appurtenance connected therewith is required, any expense for same shall be borne by the Lessee.

VI.

MAINTENANCE - REPAIR

Lessee agrees to maintain the leased premises at its sole expense, and to make all repairs and upkeep of whatsoever nature or kind to the building, appurtenances, facilities, plumbing, electrical and heating system, as it exists after construction; and/or alteration or repair and as completed on the premises. Same shall be maintained solely at the expense of the Lessee.

All exterior maintenance of the premises leased shall be at the expense of the Lessee.

VII.

OBSERVANCE OF LAWS

Lessee shall duly obey and comply with all such laws, ordinances, statutes, rules, or regulations either federal, state, county or City relating to the operation of the business to be conducted on the leased premises and relating to the use of the leased premises. Lessee, at its cost, shall obtain all necessary licenses and permits or whatsoever nature or kind to carry on the business or operation of the Lessee upon the leased premises.

The Lessee agrees to save and hold harmless the Lessor from any suits, fines, demands, levies, actions, or damages arisng directly or indirectly from the Lessee's actions or failure to observe said regulations.

VIII.

UTILITIES

Lessee agrees that it will pay for all water and sewer charges that may be assessed against the property and that it shall pay for electricity and all other utilities that may be required or necessitated for the operation of the Lessee's business.

IX.

DESTRUCTION OR DAMAGE TO THE PREMISES

In the event that any improvements now existing on the leased premises, or hereinafter constructed, are damaged or destroyed in any manner whatsoever, Lessee agrees to repair or reconstruct same at its expense.

In such event, said repair or reconstruction will be completed within_____days of the damage. In the event that same is not, same will be considered an abandonment under the terms of this Lease and this Lease shall automatically terminate. The Lessor, at its absolute option and discretion, shall then have the right to re-enter upon the premises without further notice.

X.

ABANDONMENT

In the event that the Lessee, for any reason whatsoever, cannot conduct the type of business referred to herein on the premises, or abandons the premises, then and in said event Lessor within its absoute discretion may declare this Lease null and void and re-enter the premises without further notice within its absolute discretion.

Abandonment shall be defined as hereinabove referred to in this Agreement or the cessation of operations for whatever nature, cause or reason for at least thirty (30) days.

XI.

ALTERATIONS, ADDITIONS, INSTALLATIONS

Lessee may, at its own expense, make any such alterations in and/or additions to the improvements upon the leased premises as may be necessary to fit the same for its business upon first obtaining the written approval of the Lessor as to the materials to be used in the manner or making of such alterations and/or additions. Lessor covenants or agrees not to unreasonably withhold approval of alterations and/or additions proposed to be made by Lessee.

This paragraph is in no way to be construed as excusing the Lessee from also obtaining all necessary applications, permits, and inspections that may be required by any federal, state, county, or municipal agency for the construction or alteration in question.

Lessee may also, at its own expense, install such fixtures, fittings, machinery and/or equipment upon or within the improvements now located on the premises or to be constructed on the premises as the Lessee may consider necessary in the conduct of the business or profession.

At any time prior to the expiration or early termination of this Lease, Lessee may remove any or all such alterations, additions or any such fixtures or installations in such a manner as will not

substantially injure the leased premises or improvements located thereon.

All additions or installations not removed by the Lessee shall become the property of the Lessor without liability on the Lessor's part to pay for same on the termination of this Lease.

All buildings, alterations thereto, additions to same now existing or constructed in the future, are hereby considered part of the realty and as the property of the Lessor subject to the terms of this Lease. Upon the termination of this Lease title to same absolutely remains in the Lessor.

XII.

DEFAULT

It is further agreed and understood that if any default is made in the payment of the rent, as hereinbefore agreed, or if a default or violation be made in the performance of any of the covenants entered into herein on the part of the Lessee, then at the option of the Lessor this Agreement shall wholey cease and determine, and the Lessor, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Lessee hereby waives the service of any notice of intention to re-enter, or futher notice to terminate tenancy or notice to quit or demand for possession.

XIII.

TAXES

In the event that the leasing of this premises should make the property taxable by any federal, state, county or municipal agency for whatsoever reason or nature, then said tax shall be paid and/or borne at the sole expense of the Lessee. In the event that there are any special assessments, monies or charges that shall be assessed or levied upon the leased premises, or any part thereof, during the term of this Lease, same shall be paid by the Lessee.

Lessee shall pay and be responsible for all taxes or personal property taxes that may be or are applicable to the conduct of the Lessee's business or profession, or as heretofore agreed any assessments, licenses, levies or fines of whatsoever nature or kind that may be incurred.

Lessee agrees to save, indemnify, defend and hold harmless the Lessor from any claims arising directly or indirectly from any

matters contained in this Paragraph.

XIV.

INSURANCE

Lessee agrees to carry the necessary fire and liability insurance to cover the Lessor's interest in the premises leased. Lessee agrees to file a Certificate of Insurance with the Lessor. In the event that Lessor determines same is insufficient, then Lessee shall increase the insurance accordingly. Lessee agrees to name the Lessor as an additional insured on any fire, and/or liability insurance policy obtained.

XV.

RIGHT OF ENTRY

Lessee does hereby permit and grant permission to the Lessor to enter upon the premises at all reasonable times to view the state and condition of the premises leased and/or the improvements thereon, or to make any repairs that may be necessary to any of the Lessor's utilities, fixtures, appurtenances or property remaining on the leased portion of the premises.

The Lessor reserves unto itself the right to utilize any portion of the premises leased for the purpose of constructing, maintaining, altering, or repairing sewer lines, storm drains, water lines, electrical utility lines, gas lines, or any other utilities of whatsoever nature or kind that the City now has crossing over the property or may determine in the future to have crossed over, under or upon the leased premises.

XVI.

INGRESS AND EGRESS

Lessee is given the privilege by virtue of this Lease of utilizing Clean Water Circle, as shown and designated on Drawing Number 82-048-02 as a means of ingress and egress to the premises leased. The City reserves the absolute right to relocate this means of ingress or egress at any time during the term of this Lease within its absolute discretion if it deems it advisable for the utilization of the remainder of the lands of the City of Hagerstown now owned or to be purchased in the future.

XVII.

BINDING EFFECT - HOLD HARMLESS

Lessee does hereby for its successors, grantees and assigns, agrees to hold, save, and indemnify the Lessor, its agents, servants, representatives, harmless from any suits, demands, claims, damages, and fines of whatsoever nature or kind that may arise directly or indirectly from the utilization of the premises by the Lessee under this Agreement.

XVIII.

BINDING EFFECT - ASSIGNMENT

This Lease is not assignable by the Lessee without the consent of the Lessor in writing.

It is agreed that the Lessee cannot pledge, assign or mortgage the improvements located on the premises leased as security to any financial institution or other person, firm or corporation without the consent of the Lessor.

Said written consent shall not be withheld unreasonably.

HOWEVER, in the event that the Lessee is desirous of assigning this Lease to some other entity or person, then the Lessor shall have the absolute right within its discretion to charge a reasonable rental for the premises other than the rental set forth herein. Said rental, if not arrived at by the Lessor and the proposed assignee, shall be determined by an appraiser selected by the Lessor. Said rental shall be based on the type of business for which the premises shall be utilized, the market value of the property and normal factors taken into consideration.

In the event that the premises would be assigned and/or taken over by a profit-making corporation, then the Lessor within its absolute discretion shall have the right to levy a "payment in lieu of taxes" upon the property based on what would be the assessed value for same during the term of this Lease or any renewal or extension thereof.

XIX.

EASEMENTS - UTILITIES

It is agreed that all utilities installed and/or to be installed, either by the Lessor or the Lessee or its successors, are the absolute property of the Lessor.

XX.

MODIFICATION

The parties may modify the terms of this Lease Agreement, but any modification shall not be effective unless in writing and executed with the same formality as this Agreement.

The breach of any covenant, condition or agreement herein contained shall not operate as a waiver of said covenant, condition or agreement itself, or any subsequent breach thereof, and shall not have the effect of the modification.

XXI

SEVERABILITY

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect.

XXII.

ENTIRE UNDERSTANDING

This Lease Agreement contains the entire understanding of the parties and they shall not be bound by any representations, warranties, promises, covenants or other understanding other than those expressly set forth in this Agreement.

XXIII.

REPRESENTATIONS

It is represented to the Lessor by the Lessee that the Lessee is a non-stock non-profit corporation and that this statement is made to induce the Lessor to enter into this Lease Agreement.

XIV.

GENDER

All references made, and all nouns and pronouns used herein shall be construed in the singular or plural and/or in such gender as the sense and circumstances require.

XV.

NOTICES

Notices shall be mailed by both parties as follows:

Lessor: City Clerk, City Hall, Hagerstown, Maryland, 21740

Lessee: Mid-East Milk Lab Services, Inc., 1040 Frederick Avenue, Hagerstown, Maryland, 21740 or Eugene Long, Resident Agent, 11462 Hughs Church Road, Detour, Maryland, 21725.

It is agreed that Lessee will notify Lessor of the name of the manager of the premises in question and keep Lessor advised during the term of this Lease of said name.

XVI.

ADVICE OF COUNSEL

The parties declare that each has read and fully understands everything set forth in this Agreement, that each has sought and obtained independent legal advice from counsel of its own choosing, or has knowlingly declined to do so, and has been fully informed of all legal rights and liabilities with respect to this Lease Agreement; and that each of the parties believes that the Lease Agreement is fair, just and reasonable.

XVII.

RECORDATION

The recording of this Lease shall be paid for by the Lessee.

XVIII.

MISCELLANEOUS

It is agreed by the Lessee that there shall be no construction of improvements or alterations over any utility ines owned by the Lessor now existing or to be constructed in the future.

THIS IS NOT A CONTRACT TO BUY OR PURCHASE NOR IS IT AN OPTION TO BUY OR PURCHASE.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement by their duly authorized representatives the day and year first above written.

THE CITY OF HAGERSTOWN

By Donald R. Frush
Donald R. Frush, Mayor

WITNESS AND ATTEST AS
TO CORPORATE SEAL:

By GeorgiAnn Lucas
GeorgiAnn Lucas, Clerk

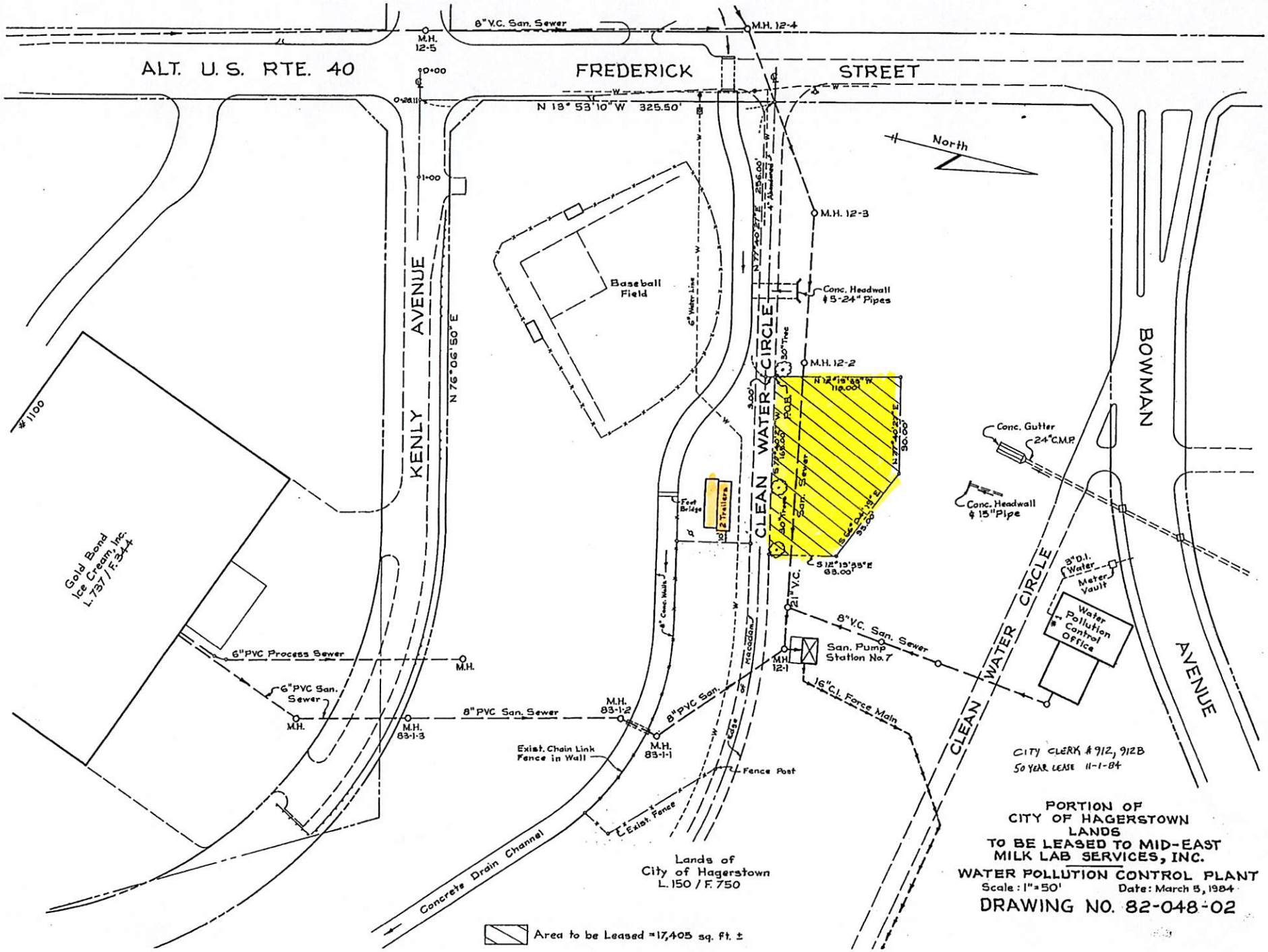
MID-EAST MILK LAB SERVICES, INC.

By _____

President

WITNESS AND ATTEST AS
TO CORPORATE SEAL:

By _____
Secretary



Plot date: 1/10/2024 10:15 AM Filename: drawing3.dwg Last Saved by: jswan

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution to Terminate of User Agreement for American Little League

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution to Terminate the User Agreement for West End Little League

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution for User Agreement with Hub City Little League

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Hub_City_LL_Council_Packet.pdf	Hub City Little League, West End Little League, American Little League

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Public Works Director EBD

DATE: February 13, 2024

RE: Hub City Little League, West End Little League, American Little League

RECOMMENDATION

Staff is recommending the Mayor and Council approve a user agreement with the newly formed Hub City Little League, Inc. and agree to terminate existing user agreements with the Hagerstown West End Little League and the Antietam Little League.

DISCUSSION

The Maugansville Little League recently merged with the Hagerstown West End Little League and the American Little League to form the Hub City Little League, Inc. ("Hub City"). West End Little League ("West End") plays on fields in Hellane Park on the west side of the City. They have a current user agreement that expires on December 31, 2024.

American Little League ("American") plays on a field near Hager Park on Mills Street. Their current user agreement also expires on December 31, 2024.

Due to a dwindling number of players at each league location, these three entities agreed to join resources to form a new little league and call themselves Hub City Little League. The league will utilize all locations for practice and for games. Resources provided to the City locations (trash bags, paper towels, etc.) must remain within the City and not be shared with the facility in Maugansville and vice versa.

The other requested change is to allow softball to be played on the fields. Hub City hopes to expand interest in outdoor sports by eventually forming softball teams in addition to little league baseball.

Here are some key takeaways for 2024 and beyond according to league representative Ben Breakall:

- Hub City has a constitution, bylaws, and merger document submitted and was approved by Little League International.
- Hub City will remain a 501(c)(3) non-profit organization.
- The goal is to have baseball and softball programs that will serve any interested youth within the City and/or County in which their boundaries exist.
- Hope to have the ability to access additional fields for softball in the future.

FINANCIAL IMPACT

Staff sees no difference in the financial impact of Hub City as compared to the current financial impact incurred by West End and American. The City pays for all utilities (electric, water, gas, trash service) except for telephone. There is no charge for use of the facilities by the City to Hub City. Maintenance of the grounds, buildings, and stands is the responsibility of Hub City. They must carry certain insurances.

CONCLUSION

Staff is agreeable to enter into a user agreement with Hub City. To do so requires approval of three agreements:

1. Approval of a termination of user agreement with the Hagerstown West End Little League.
2. Approval of a termination of user agreement with American Little League.
3. Approval of a user agreement with Hub City Little League, Inc.

Staff will be available to Council to answer questions regarding these agreements.

Att: Hub City User Agreement, Resolution, Motion Sheet
West End Termination of User Agreement, Resolution, Motion Sheet
American Termination of User Agreement, Resolution, Motion Sheet

c. Parks Staff
Finance Staff

City of Hagerstown
Hellane Park *and*
285 Mill Street
Youth Baseball and Softball Field Long-Term User Agreement

Date: _____

City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as "City", and **Hub City Little League**, Inc., a non-profit organization, referred to in this agreement as "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

---

1. **Description of Premises.** City agrees to allow User the *Exclusive Use* of a portion of (1) the Hellane Park baseball field, located on 156 Park Avenue, which is illustrated on attached Exhibit A; and (2) a portion of Hager Park, located at 285 Mill Street, which is illustrated on attached Exhibit B, (hereinafter collectively "the Premises.") *Exclusive Use* means the User is the sole user of the Premises. User may secure the Premises and control the use of the Premises, subject to the terms set forth in this Agreement. City shall not authorize others to user the Premises without the User's written consent.

2. **Term of agreement.** The term of this agreement shall be from March 1, 2024 to December 31, 2025.

   Notwithstanding the aforegoing, the City may terminate this agreement at any time upon giving User ninety (90) days written notice, only if the Mayor and Council are required by law, or have determined that it is in the best interests of the Citizens of the City, to utilize the Premises for purposes other than recreation or park uses. Said termination shall not take effect until the conclusion of the User's annual schedule and post-season play for the year in which the notice is given, unless otherwise required by law. The parties may also terminate this agreement in a writing signed by the parties.

3. **Renewal.** User shall have the right to renew this agreement for up to two (2) additional two (2) year terms beginning January 1, 2026. User must submit written request for renewal at least ninety (90) days prior to the end of the then current term of the agreement. Any renewal is contingent upon User having complied with all lease terms, the terms of all other agreements between the parties, and all financial obligations to the City, including during the prior lease term, as determined by the Public Works Department of the City in its sole discretion. The City shall provide User with notice of non-renewal as a result of a violation of this contingency within thirty (30) days of receipt of the User's notice to renew, if it intends to enforce such contingency.

4. **Rent.** The City shall charge no monetary rent for the use of the Premises.

5. **Use of Premises.** User agrees that the Premises shall be used exclusively for User's recreational **baseball and softball** games. User agrees to provide programs through leagues

or clinics to teach baseball skills to area youth. User must obtain City approval for any other events or activities including but not limited to carnivals, picnics and the use of outside vendors.

6. **Program responsibility**. User has sole responsibility for the recreational baseball and softball programs anticipated by this Agreement including any equipment required. The recreational baseball and softball programs offered by the User may not discriminate based on race, religion, color, creed, national origin, gender, or sexual orientation. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the program or services if the User terminates this Agreement.

7. **Concessions, vendors and other users.** User may operate a food concession at the Premises to raise funds for operating expenses of the Premises and the baseball and softball programs offered by the User. User must obtain prior approval of City staff and pay for all necessary permits and licenses and comply with all regulations pertaining to concession sales.

   User may allow private vendors to operate food concessions and baseball/softball-related concessions at the Premises, with prior written approval of City staff. User shall ensure that any private vendor has general liability insurance coverage in the amount of $1,000,000 and User shall obtain a Certificate of Insurance from any private food vendor and baseball/softball-related concessions vendor, naming both the User and the City as additional insureds. It is the User's responsibility to ensure that private food vendors are also in compliance with all terms and conditions regulating food sales and/or baseball/softball-related concessions.

8. **Fees charged by User.**
   A. User may not charge any fee to members of the public to watch events on the Premises.
   B. User may charge entrance fees to participants in regular and special events sponsored by the User.
   C. Revenues generated by participant entrance fees shall be used for the operation and maintenance of the Premises, construction of facilities on the Premises, or providing recreational programs at the Premises.
   D. If requested by the City, User shall provide an annual accounting of revenues and expenses related to the use and operation of the facilities on the Premises.

9. **Ownership of improvements.** All permanent improvements to the Premises including, but not limited to, restrooms, concession buildings, dugouts, fencing, backstops, lighting, scoreboards, signs, and parking facilities are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed. User may request the City transfer title to the User of any fixture that it may wish to remove from the Premises. The decision to transfer title and permit removal is within the sole discretion of the City.

   Non-permanent improvements purchased by or donated to the User shall remain the property of the User unless the User transfers title to the City, and the City agrees to accept such non-permanent improvements.

10. Maintenance of Premises.

A. GROUNDS. The User shall maintain the grounds to applicable league standards including mowing, seeding, fertilizing, and watering. User is also responsible for the normal maintenance of the Premises including, but not restricted to, the playing field surface, fences, all turf, field lines, bases, etc. User shall clean up trash and debris from the Premises during regular season. User will irrigate the playing fields as necessary, and not to excess. User shall be responsible for installation, maintenance and repairs of any irrigation system. The City will maintain all trees including planting, trimming, and removal of dead trees and downed branches. The City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use. At its sole discretion, and depending upon availability and budgetary constraints, City may make available to User limited amounts of field mix, sod, or stone dust. Any such supplies must be used on the Premises and not at any other locations used by the User.

B. RESTROOMS. User shall maintain and clean any restrooms on the Premises which are open for general public use during the baseball and softball season. User shall provide all cleaning supplies. City shall provide toilet tissue and towels.

C. STORAGE AREA, CONCESSION STANDS, OTHER BUILDINGS AND STRUCTURES. User shall clean and provide general janitorial maintenance of all facilities on the Premises, except as otherwise noted in this Agreement. User shall be responsible for any damage by User, User's guests, agents and invitees, for any damage to buildings and structures that exceeds normal wear and tear. Storage needs are to be met by User. Should user require additional storage, User may request the City to identify a location where the User, at its expense, may construct a storage facility. Said storage facility(ies) must be approved by the City and built to City specifications, and will, at City's election, become the property of the City at the conclusion of the Agreement.

D. BLEACHERS. User is responsible for all maintenance, repairs, and replacements of permanent bleachers. Any bleacher repair requires a permit by City and City inspection. User shall monitor all bleachers for safe conditions and shut down and prohibit use of any bleacher section which is not safe until repairs are made. User shall immediately notify City in the event of any unsafe conditions. User is responsible for all maintenance, repairs, and replacements of any temporary bleachers.

E. FIELD LIGHTING, FENCING AND BACKSTOPS. User is responsible for all maintenance, repairs, and replacements for field lighting (including but not limited to poles, bulbs, fixtures, circuitry, etc.), fencing, and backstops.

F. SCOREBOARDS AND SIGNS. User is responsible for all maintenance, repairs and replacements for scoreboards and signs.

G. PARKING. User is responsible for cleanup of trash and debris in the parking areas adjacent to the fields on the Premises.

H. SAFETY. User assumes full responsibility for inspecting and maintaining all structures and facilities and grounds for which User is responsible in a safe condition to minimize the risk of personal injury. The City reserves the right to inspect any portion of the Premises, with or without notice to the User, and may issue a notice to the User for any structural, maintenance or other deficiencies. Upon receipt of such notice, User shall make the necessary improvements within 7 calendar days unless additional time is agreed to by the City. Upon written request of the User, the City will inspect the Premises to verify conformance with applicable City codes and regulations.

I. EXTERIOR COLORS. Colors used on exterior surfaces of buildings and structures must be approved by the City.

J. CONSERVATION. User is strongly encouraged to conserve electricity, water, supplies and other resources wherever possible, so that City may continue to make this facility available to User for no monetary rent. City reserves the right to assess costs against the User, due to User's over-use, mis-use or neglect.

K. BUILDINGS AND SYSTEMS. Subject to Paragraph 10.C, City shall maintain any buildings, structures, roofs, doors, basic plumbing, electrical and lighting systems. User shall maintain heaters, fixtures, electronics, food service equipment and other improvements. City shall winterize non-heating plumbing.

11. Construction of improvements. User must obtain approval from the City for all permanent improvements to the Premises and obtain all necessary permits for the approved construction. No temporary structures including, but not limited to, concession trailers, storage trailers, pods, containers or sheds shall be installed or parked on the Premises without approval of the City. User is solely responsible for their own equipment.

12. Utilities and services. Utilities and services shall be provided and paid for by the parties as indicated below:

Utility/Service	City	User
Electricity-except field light	X	
Electricity-field light	X	
Water/sewer*	X	
Gas	X	
Telephone		X
Trash Hauling	X	

***During Park season**, Restroom facilities will be provided by the City and may be either permanent restroom facilities or portable facilities. The User is responsible for

any additional portable restrooms which may be required for special events, including tournaments scheduled by the User.

13. **Signs and advertisements.** All signs or advertisements installed or displayed on the Premises must be approved by the City and conform to existing laws and ordinances. Approval will be based on size, materials, design, method of construction, content, location, visibility, and compatibility with sponsorships obtained by the City. No alcohol or tobacco advertising will be permitted. The City reserves the right to remove any signs or advertisements from the Premises that it has not approved and User agrees to pay the cost of any such removals. User shall be permitted to place approved advertising around the perimeter of the fields and structures on the Premises to generate income for the operation and maintenance of the Premises. City reserves the right to install signs on the Premises.

14. **Sponsorship coordination and approval.** All sponsorships to be advertised, posted or otherwise acknowledged on the Premises must be approved by the City. Sponsorships obtained by User and sales of merchandise and/or concessions by the User must conform to and not conflict with any applicable sponsorship or concessions agreements of the City. No alcohol or tobacco sponsorships will be permitted. Potential regional and national sponsorships sought by the User, including but not limited to restaurant franchises, beverages, athletic companies, utilities, and financial institutions, shall be reviewed by the City prior to solicitation by the User. The requirements of this Section 14 do not extend to the sponsorship of individual teams.

15. **Hold harmless.** User will indemnify and hold the City harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to injury to any person or damage to property, as a result of the User's negligence in connection with its use or maintenance of the Premises, including any act or omission by the User, its agents, servants, volunteers, participants, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost or damages occurring to the Premises as a result of User's use or maintenance of the Premises.

16. **Insurance.**

    A. BUILDINGS AND STRUCTURES. The City shall provide buildings and structures insurance in the same manner and amount it would for any City-owned park building or structure. This insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User's cost if such insurance is available.

    B. GENERAL LIABILITY. User shall maintain general liability insurance in the amount of $1,000,000 covering liability arising directly or indirectly from the User's use and maintenance of the Premises. This insurance must also extend to the preparation and sale of any food on the Premises, if applicable. User shall provide to the City a certificate of insurance for the coverage and amount specified above with the City listed as an additional named insured.

User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe the insurance is canceled, expired or unpaid. The User must notify the City immediately in this case.

City agrees that during periods of "open time" (i.e.times not scheduled by the User and when the Premises are used by third parties), the City's general liability insurance will provide coverage for any person using the facility who is not covered by the User's insurance, subject to User's obligation for negligence in its maintenance of the Premises.

C. PERSONALTY. User is solely responsible for insurance for personal property utilized on the Premises (including but not limited to food service equipment, fixtures, electronics, etc.) if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

17. **Damage to City owned property.** All damages to City of Hagerstown property caused (whether intentionally or negligently) by the User and/or User's agents, guests and invitees will be the responsibility of the User. User shall keep in a state of repair, maintenance and cleanliness the Premises, including equipment thereon, including but not limited to light bulbs, leaky faucets, sewer blockages caused by the User, air filters, and water filters, and shall promptly report any defects to the City.

18. **Damage to personal property.** User is responsible for all equipment or personal property used, kept, stored, or placed on the property in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

19. **Public requirements.** User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and hold the City harmless from expense or damages resulting from failure to do so. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances nor from any other requirements of law due to title being in the name of the City.

20. **Assignment or sublease.** User may not assign its rights under this Agreement or sublease the Premises, without the express written consent of the City.

21. **Liens and encumbrances.** User may not encumber the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by User. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.

22. **City assistance.** Nothing in this Agreement shall prohibit the User from requesting the City provide additional services or support nor prohibit the City from providing additional services or support at the sole discretion of the City.

23. **Board Membership**. *This paragraph applies only if the User is a single non-profit formed to manage use and maintenance of the Premises*. The City may, in its sole discretion, appoint one non-voting member to the User's board of directors or management team.

24. **Notices.** Any notice sent to the parties shall be to the following addresses:

City: City of Hagerstown
Department of Public Works
351 N. Cleveland Ave.

Hagerstown, MD 21740;
Attn: Eric Deike

And

City Hall
Mayor's Office
1 E. Franklin St.
Hagerstown, MD 21740

User: Hub City Little League

Attn: **Steve Rowland**
President

Hagerstown, Maryland

25. **Current User information.** User will provide the City with a current list of all officers including name, title, home address, and telephone number. User shall indicate a contact person who has primary responsibility for scheduling the Premises. User will provide an updated list within 30 days of any changes and at the beginning of each calendar year.

26. **Default.** It shall constitute default if the User a) fails to use the Premises for its intended purpose, or b) fails to abide by the terms of this Agreement, or c) fails to represent at least one independent recreational league or organization, or d) fails to abide by its legally adopted bylaws, or e) fails to provide equitable and fair coordination of use of the fields for its member leagues. Upon receiving written notice from the City of default, the User shall have thirty (30) days to come into compliance with this Agreement, unless a longer period is agreed to by the parties. If the User fails to cure the default within thirty (30) days after receiving notice, the City may terminate this Agreement immediately.

27. **Keys.** Keys and/or combinations must be provided to the City of Hagerstown Department of Public Works for any doors or gates that have locks. This is to assist in security, maintenance, pesticide spraying on the property, etc..

28. **Parking.** Vehicles may not be driven or parked in undesignated areas.

29. **This Agreement** is contingent upon approval of the same by the Mayor and City Council and said approval becoming legally effective.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

_____

BY:_____
Tekesha Martinez, Mayor
Date

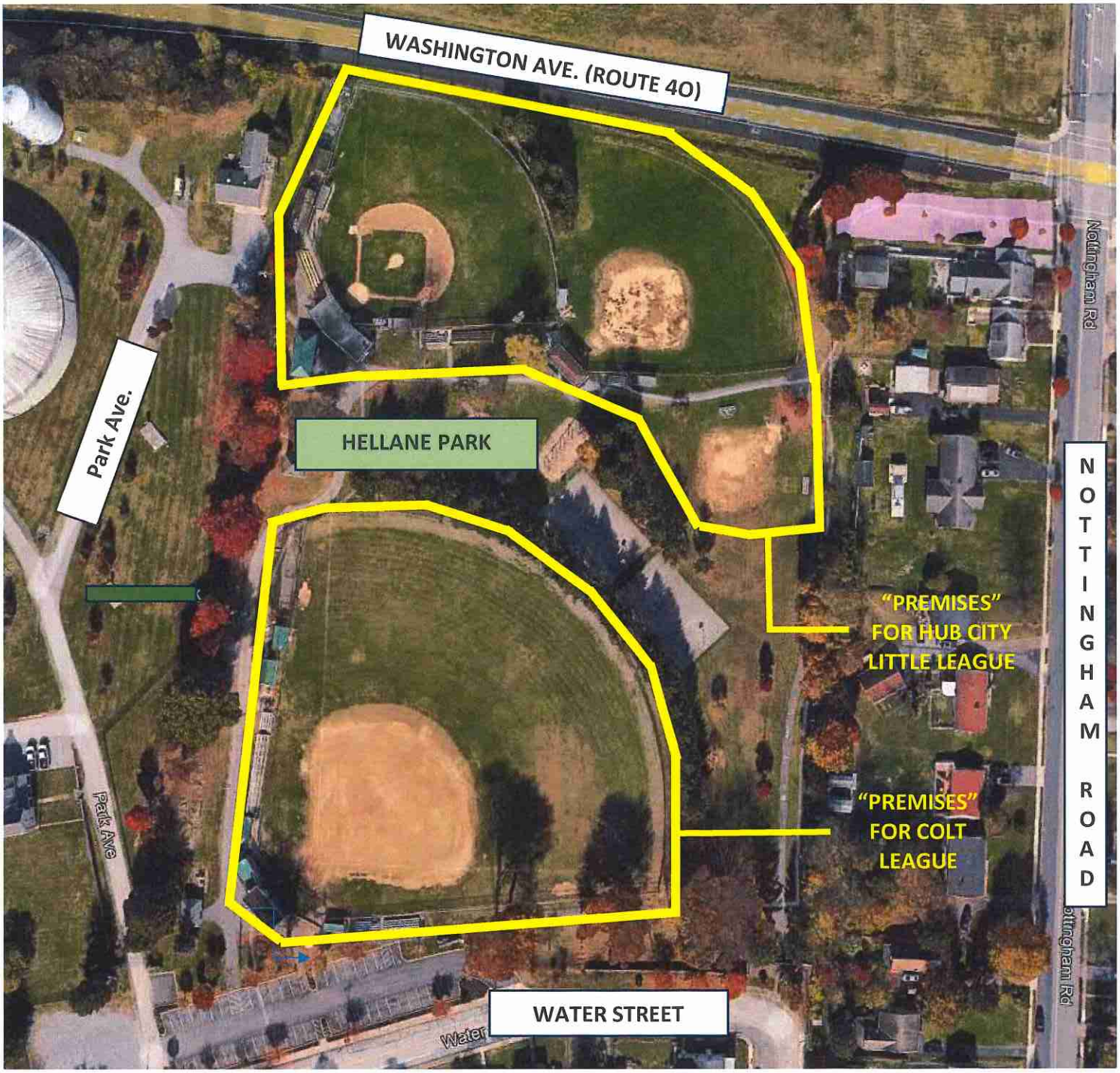
ATTEST:

HUB CITY LITTLE LEAGUE, INC.

_____

BY:_____
Steven Rowland, President
Date

EXHIBIT A



HUB CITY LITTLE LEAGUE
156 PARK AVENUE

EXHIBIT B

HUB CITY LITTLE LEAGUE
285 MILL STREET

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF A USER AGREEMENT WITH HUB CITY LITTLE LEAGUE, INC.**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a User Agreement between the City of Hagerstown and the Hub City Little League, Inc. for exclusive use of a portion of Hellane Park and a portion of Hager Park. Said portions of these parks consist of baseball fields, softball fields, and other amenities.

The term of the lease shall be from March 1, 2024 to December 31, 2025, with two (2) possible renewal terms of two (2) years each.

The City shall charge no monetary rent for use of the Premises.

Date of Introduction:	February 27, 2024
Date of Passage:	February 27, 2024
Effective Date:	February 27, 2024

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO A USER AGREEMENT WITH HUB CITY LITTLE LEAGUE, INC.

RECITALS

WHEREAS, The City of Hagerstown owns certain property within its corporate boundaries known as Hellane Park, along the south side of US Route 40, and Hager Park on Memorial Boulevard; and

WHEREAS, the City has developed said property for recreational use; and

WHEREAS, Hub City Little League, Inc. ("User") desires to lease a portion of Hellane Park and a portion of Hager Park, and has requested that the City enter into a User Agreement allowing User exclusive use of a portion of said parks consisting of baseball fields, softball fields, and other amenities as noted in the attached User Agreement;

WHEREAS, User seeks to enter into a User Agreement for a term ending on December 31, 2025, with two (2) possible renewal terms of two (2) years each;

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of Hagerstown to do so;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the above Recitals are incorporated herein by reference;

2. That the Mayor be and is hereby authorized to enter into the User Agreement with Hub City Little League, Inc., a copy of which is attached hereto and incorporated herein; and

3. That the Mayor be and is hereby authorized to take any further action or execute any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED enacted and ordained that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Tekesha Martinez, Mayor

Date of Introduction: February 27, 2024
Date of Passage: February 27, 2024
Effective Date: February 27, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF A TERMINATION OF USER AGREEMENT WITH WEST END LITTLE LEAGUE**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to terminate the current User Agreement between the City of Hagerstown and the West End Little League. The existing User Agreement is for exclusive use of a portion of Hellane Park and is set to expire on December 31, 2024.

Date of Introduction:	February 27, 2024
Date of Passage:	February 27, 2024
Effective Date:	February 27, 2024

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO A TERMINATION OF USER AGREEMENT WITH WEST END LITTLE LEAGUE

RECITALS

WHEREAS, The City of Hagerstown owns certain property within its corporate boundaries known as Hellane Park, along the south side of US Route 40; and

WHEREAS, the City has developed said property for recreational use; and

WHEREAS, West End Little League ("User") is using a portion of Hellane Park under a valid User Agreement which expires on December 31, 2024;

WHEREAS, User seeks to terminate the current User Agreement, effectively immediately, except as to any claims which may be brought against User within the applicable statute of limitations;

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of Hagerstown to do so;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the above Recitals are incorporated herein by reference;

2. That the Mayor be and is hereby authorized to enter into the Termination of User Agreement with West End Little League, a copy of which is attached hereto and incorporated herein; and

3. That the Mayor be and is hereby authorized to take any further action or execute any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED enacted and ordained that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Tekesha Martinez, Mayor

Date of Introduction: February 27, 2024
Date of Passage: February 27, 2024
Effective Date: February 27, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

TERMINATION OF USE ARGREEMENT
BETWEEN THE CITY OF HAGERSTOWN AND
WEST END LITTLE LEAGUE

This Termination of User Agreement ("Agreement") by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and the West End Little League (hereinafter "West End LL") is for the purpose of terminating a User Agreement between the parties entered into on or about December 20, 2022.

RECITALS

WHEREAS, on December 20, 2022, the parties entered into a User Agreement, relating to West End LL's use of a portion of the premises at Hellane Park in Hagerstown, Washington County, Maryland, and owned by the City ("User Agreement"); and

WHEREAS, the City and West End LL wish to terminate the User Agreement;

WHEREAS, the User Agreement may be terminated by a subsequent writing, signed by the parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated below, agreed by the parties hereto as follows:

1. The parties acknowledge that neither has any further obligation to each other under said User Agreement, except that User shall continue to indemnify and hold harmless the City as to any claims brought against the City and arising under said User Agreement within the statute of limitations.; and
2. Except as set forth in Paragraph 1, above, the User Agreement dated December 20, 2022, be and is hereby TERMINATED, effective upon the date this Termination is signed by both parties.

IN WITNESS WHEREOF, the authorized signatories of the City, and West End LL have signed this Agreement on the date and year written below.

ATTEST: THE CITY OF HAGERSTOWN

_____ BY:_____

Donna K. Spickler, City Clerk Tekesha Martinez, Mayor
Date

ATTEST: WEST END LITTLE LEAGUE

_____ BY: _____

Steven Rowland, President
Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF A TERMINATION OF USER AGREEMENT WITH AMERICAN LITTLE LEAGUE**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to terminate the current User Agreement between the City of Hagerstown and the American Little League. The existing User Agreement is for exclusive use of a portion of Hager Park and is set to expire on December 31, 2024.

Date of Introduction:	February 27, 2024
Date of Passage:	February 27, 2024
Effective Date:	February 27, 2024

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO A TERMINATION OF USER AGREEMENT WITH AMERICAN LITTLE LEAGUE

RECITALS

WHEREAS, The City of Hagerstown owns certain property within its corporate boundaries known as Hager Park, on 276 East Memorial Boulevard; and

WHEREAS, the City has developed said property for recreational use; and

WHEREAS, American Little League ("User") is using a portion of Hager Park under a valid User Agreement which expires on December 31, 2024;

WHEREAS, User seeks to terminate the current User Agreement, effectively immediately, except as to any claims which may be brought against User within the applicable statute of limitations;

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of Hagerstown to do so;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the above Recitals are incorporated herein by reference;

2. That the Mayor be and is hereby authorized to enter into the Termination of User Agreement with American Little League, a copy of which is attached hereto and incorporated herein; and

3. That the Mayor be and is hereby authorized to take any further action or execute any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED enacted and ordained that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

By:_____
Tekesha Martinez, Mayor

Date of Introduction: February 27, 2024
Date of Passage: February 27, 2024
Effective Date: February 27, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

TERMINATION OF USER AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND AMERICAN LITTLE LEAGUE

This Termination of User Agreement ("Agreement") by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and the American Little League (hereinafter "American LL") is for the purpose of terminating a User Agreement between the parties entered into on or about December 20, 2022.

RECITALS

WHEREAS, on December 20, 2022, the parties entered into a User Agreement, relating to American LL's use of a portion of the premises at Hager Park in Hagerstown, Washington County, Maryland, and owned by the City ("User Agreement"); and

WHEREAS, the City and American LL wish to terminate the User Agreement;

WHEREAS, the User Agreement may be terminated by a subsequent writing, signed by the parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated below, agreed by the parties hereto as follows:

1. The parties acknowledge that neither has any further obligation to each other under said User Agreement, except that User shall continue to indemnify and hold harmless the City as to any claims brought against the City and arising under said User Agreement within the statute of limitations.; and
2. Except as set forth in Paragraph 1, above, the User Agreement dated December 20, 2022, be and is hereby TERMINATED, effective upon the date this Termination is signed by both parties.

IN WITNESS WHEREOF, the authorized signatories of the City, and American LL have signed this Agreement on the date and year written below.

ATTEST: THE CITY OF HAGERSTOWN

_____ BY:_____

Donna K. Spickler, City Clerk Tekesha Martinez, Mayor
Date

ATTEST: AMERICAN LITTLE LEAGUE

_____ BY: _____
Tyrone Patterson, President
Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Lease Agreement with ESM Hagerstown, LLC for Operation and Maintenance of the Hagerstown Field House, 290 Memorial Boulevard

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Resolution_-_Lease_Agreement_with_ESM_Hagerstown__LLC.pdf	Motion - Resolution and Lease Agreement with ESM
Field_House_Lease_memo_Feb_16__24.pdf	Field House Lease Agreement

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: **Approval of a Resolution to Enter into a Lease Agreement with ESM Hagerstown, LLC**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	X
Other	____

MOTION: I hereby move for the approval of a Resolution to authorize the City of Hagerstown to enter into a lease agreement with ESM Hagerstown, LLC for the use and operation of the Hagerstown Field House.

DATE OF INTRODUCTION: 2/27/2024
DATE OF PASSAGE: 2/27/2024
EFFECTIVE DATE: 2/27/2024

CITY OF HAGERSTOWN, MARYLAND

Engineering Department

February 20, 2024

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JBM

RE: Hagerstown Field House – Lease Agreement

1. Background:
   Over the past twelve months, staff and the City Attorney have negotiated a lease agreement with Eastern Sports Management (ESM) for the operation of the Field House, using initial guidance and parameters set by the City Council. There have been a number of iterations of the agreement, but staff feel that the current version (attached) protects the interests of the City while being fair to ESM and their business plan.

2. Council Action Requested:
   Review the attached information and the draft lease agreement, and determine whether or not to approve execution of the lease. If the Council is in agreement, a resolution approving the lease agreement will be presented at the regular session meeting on February 27th. Staff will be present at the work session to discuss.

3. Discussion:
   The full agreement is attached for your review; the bullet points below highlight the major points of the lease.

- Lease Term: the term will be twenty (20) years, starting from Completion of Construction.

- Rent: ESM will pay the City $1 per year in basic rent, and will pay Additional Rent consisting of any property taxes (or Payment in Lieu of Taxes).

- Revenue Sharing: ESM will pay the City fifty percent (50%) of the net operating income for each year of the lease.

- Minimum Payment to the City: the agreement commits ESM to pay to the City a minimum of $350,000 per year - if Basic Rent, Additional Rent, Amusement and Admission taxes, and Revenue Sharing are less than $350,000.00, ESM will pay the difference to the City; over the 20-year term of the lease, this represents a $7 million commitment by ESM.

- Capital Reserve account: ESM shall create and fund a capital reserve account for items that are ESM's responsibility to maintain; those items are identified on Exhibit G of the agreement and ESM's guaranteed annual funding amounts are set forth on Exhibit H. ESM must coordinate with the City on large expenditures from this account.

- Naming Rights: ESM shall have the naming rights for the building, pending City approval; however, any net proceeds from the sale of building naming rights shall be placed in the Capital Reserve account and this amount is in addition to ESM's guaranteed annual funding. ESM will hold the naming rights for individual spaces or rooms within the building, and any proceeds from the sale of those rights shall be placed in the Capital Reserve account as part of its guaranteed annual funding of Capital Reserves.

- City responsibilities for operation and maintenance: the City will be responsible for the maintenance of the structural parts of the building, including the foundations, walls, roof, windows, etc. The City will also be responsible for maintaining the building's HVAC system, elevator, sprinkler system, paved parking lots, and stormwater management facilities.

- ESM responsibilities for operation and maintenance: ESM will be responsible for normal maintenance of the items within the building, including flooring, carpet, bathrooms, and trash removal. In addition, ESM will be responsible for snow removal and lawn/landscaping maintenance.

- Furniture, Fixtures, and Equipment replacement: Exhibit G in the agreement lists the various equipment and fixtures in the building, and identifies whether the City or ESM will be responsible for their replacement. The main items that the City will be responsible for are the sports flooring, basketball backstops, volleyball standards, divider curtains, glass sport wall panels, sport wall panels, netting, dasher boards, artificial turf, and the exhaust hood in the kitchen. ESM will be responsible for the remaining items on the FF&E schedule.

Staff feels that the terms of the lease agreement are fair to both parties, and that the lease adequately protects the City's interests. Staff recommends approval of the lease agreement.

attachment: draft lease agreement

Cc: Michelle Hepburn
Eric Deike
Brooke Garver
John Wack

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO A LEASE AGREEMENT WITH ESM HAGERSTOWN, LLC FOR THE OPERATION AND MAINTENANCE OF THE HAGERSTOWN FIELD HOUSE TO BE LOCATED AT 290 MEMORIAL BOULEVARD, HAGERSTOWN, MARYLAND

RECITALS

WHEREAS, the City is constructing the Hagerstown Field House, consisting of approximately 117,000 square feet of indoor sports and entertainment facilities located on the Municipal Stadium site;

WHEREAS, in April of 2021, the City issued a Request for Qualifications for the design, construction, operations, and maintenance of an indoor turf facility (RFQ 21-ITF-07) and the City selected ESM, the parent company of ESM Hagerstown, LLC as the successful firm under the RFQ;

WHEREAS, ESM formed ESM Hagerstown, LLC for the purposes of operating and maintaining the Hagerstown Field House; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Lease.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to enter into a Lease with ESM Hagerstown, LLC for the operation and maintenance of the Hagerstown Field House to be located at 290 Memorial Boulevard, Hagerstown, Maryland, pursuant to the terms of the Lease attached hereto and incorporated herein by reference.

3. That the City of Hagerstown be and is hereby authorized to execute and deliver the Lease attached hereto, and to execute any additional documentation required to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Tekesha Martinez Mayor

Date of Introduction: February 27, 2024
Date of Passage: February 27, 2024
Effective Date: February 27, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

LEASE

BETWEEN

CITY OF HAGERSTOWN, MARYLAND, a municipal corporation, as landlord

(City)

AND

ESM HAGERSTOWN, LLC, a Virginia limited liability company, as tenant

(Tenant)

Operation and Maintenance of the HAGERSTOWN FIELD HOUSE

February 1, 2024

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Exhibit B – Memorandum of Lease
Exhibit C – Business Plan and Pro Forma
Exhibit D – Pre-Opening Budget
Exhibit E – Floor Plan
Exhibit F – Insurance Requirements
Exhibit G – Tenant FF&E Replacement Responsibilities
Exhibit H – Capital Reserve Account Contributions

LEASE

THIS LEASE (this "Lease") is made this _____ day of February, 2024 ("Effective Date"), between the City of Hagerstown, a municipal corporation and political subdivision of the State of Maryland (the "City"), as landlord, and ESM Hagerstown, LLC, a Virginia limited liability company registered as a foreign company and in good standing with the State of Maryland ("Tenant"), as tenant.

RECITALS

A. Eastern Sports Management, LLC, the holding company of Tenant ("ESM"), submitted a solicited proposal under the City's RFQ-21-ITF-07, "Request for Qualifications (RFQ): Design, Construction, Operation, and Maintenance of an Indoor Turf Facility in the City of Hagerstown Maryland". The City accepted and approved ESM's proposal.

B. Tenant desires to lease from the City and the City desires to lease to Tenant the Leased Premises (as defined herein) under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and permises contained in this Lease, and intending to be legally bound, the City and Tenant agree as follows:

Article I
DEFINITIONS AND RULES OF CONSTRUCTION

I.1 **Definitions.** The following words and terms have the following meanings in this Lease unless the context clearly requires otherwise:

"**Activation Expenses**" means all expenses incurred by Tenant or the City in the execution of all contracts for sponsorship, advertising, or naming rights within or on the exterior of the Leased Premises, whether the contract is executed by the City or Tenant, and whether the expense is a capital or operating expense.

"**Additional Rent**" means the Additional Rent that is payable pursuant to Section 4.2.

"**Architect**" means Hughes Group Architects, its successors and permitted assigns.

"**Basic Rent**" means the Basic Rent that is payable pursuant to Section 4.2.

"**Building**" means the indoor sports and event center consisting of approximately 117,156 square feet of finished space.

"**City**" means City of Hagerstown, Maryland.

"**Code**" means the Maryland Code.

"**Commencement Date**" means the date that is ten (10) days after the date of the Completion of Construction.

"**Council**" means the City Council of the City.

"**Eligible Operating Expenses**" means expenses incurred by Tenant in connection with the operation, promotion, maintenance, and management of the Leased Premises, expressly including but not limited to the following: (i) payroll, benefits, and related costs for employees of Tenant; (ii) costs of operating supplies, including general office supplies; (iii) advertising, marketing, group sales and public relations costs; (iv) janitorial and cleaning expenses; (v) repairs and maintenance of plumbing and electrical; (vi) security and security systems; (vii) telephone, wi-fi, fiber-optic cables and internet; (viii) computer, software, hardware, and training; (ix) accounting and audit fees; (x) insurance costs as required in this Lease or necessary in the business judgment of Tenant including but not limited to property, casualty, "all-risk" and workers compensation; (xi) permits and licenses to operate the Leased Premises as an indoor athletic facility, tournament and event center; (xii) commissions to third-party operators for food, beverage and merchandise concessions or costs of food and beverage products related to tournament and events center operations; (xiii) commissions paid to third-party operators of leagues, tournaments, camps, and clinics managed by Tenant; (xiv) interest and principal payments on financing obtained by Tenant to fund the Pre-Opening Budget Expense (as defined below); (xv) contributions to the Capital Reserve Account; (xvi) Cost of Goods Sold (the "COGS") related to tournament programming, merchandise, food and beverage, event operations, and sponsorships and fixed costs generated by the operation of the Leased Premises; (xvii) any taxes paid by Tenant related to its business operations or tenancy in the Leased Premises; (xviii) ESM Management Fees (as defined below) paid by Tenant to ESM; (xix) marketing expenses; (xx) any utility expenses. Eligible Operating Expenses shall not include bad debt or depreciation.

"**ESM**" means Eastern Sports Management, LLC, a Virginia limited liability company, the holding company of Tenant.

"**ESM Management Fee**" means the monthly fee paid by Tenant, at Tenant's sole cost and expense, to ESM, for and in consideration of ESM's financial and business support to Tenant. The initial amount of this fee is 9% of gross revenue for the first 12 months of the Lease Term; 7.5% of gross revenue for the second 12 months of the Lease Term; and 6% of gross revenue thereafter. Payment of any such ESM Management Fee does not impact Tenant's obligations to City in Section 4.4.

"**Governmental Authority**" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

"**Improvements**" means the Building, as well as on-site parking spaces, including but not limited to equipment, personal property, fixtures and supplies.

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended.

"**Lease**" means this Lease between the City and Tenant, as it may be modified, altered, amended, and supplemented.

"**Lease Term**" means the duration of the leasehold estate created by this Lease as specified in Section 4.1.

"**Leased Premises**" means the Building and the Improvements as reflected on Exhibit A and Exhibit E, the "Floor Plan".

"**Net Operating Income**" means that Total Revenue, less the Eligible Operating Expenses.

"**Permitted Encumbrances**" means (i) TDZ bonds, either currently in existence or which may be issued by the City; (ii) liens for ad valorem taxes and special assessments not then delinquent; (iii) liens or taxes and assessments which are delinquent but the validity of which is being contested in good faith and with respect to which Tenant has set aside adequate reserves for payment, unless, as a result of the lien, the Leased Premises or the interest of the City in it may be in danger of being lost or forfeited; (iv) mechanics' and materialmen's liens incident to the maintenance of the Leased Premises which are being contested in good faith and have not proceeded to judgment, provided Tenant has set aside adequate reserves for payment, unless, as a result of the lien, the Leased Premises or the interest of the City in it may be in danger of being lost or forfeited; (v) restrictions and easements, rights of way, exceptions or reservations for the purpose of utilities (including but not limited to water and gas pipelines, sanitary and storm sewers, telephone lines, telegraph lines, power lines, substations and other facilities and equipment used in connection with such utilities), roads, streets, alleys, highways, railroads, dikes, canals, laterals, ditches, and other like purposes; and (vi) present or future zoning ordinances and regulations.

"**Plans & Specifications**" means the architectural plans and specifications prepared by the Architect.

"**Pre-Opening Budget Expenses**" means the expenses incurred by Tenant prior to the Commencement Date as set forth in Section 4.1 for the following: pre-opening wages for Tenant's employees; pre-opening management fees for ESM; pre-opening marketing; working capital; temporary space expenses such as rent, electricity, and telecommunication charges; travel, meals, and lodging for ESM employees in support of pre-opening; legal expenses; design and third-party consulting fees including any market studies or other market due-diligence; interest carry on any financed amounts of the Pre-Opening Budget Expenses; any and all other closing expenses related to Tenant's financing of the Pre-Opening Budget including points, brokers fees, and legal fees, as set forth on Exhibit D. Not all expenses listed on the Pre-Opening Budget Expenses shall be deductible as Eligible Operating Expenses.

"**Rental Payments**" mean the sum of the Basic Rent and the Additional Rent set forth in Section 4.2.

"**State**" means the State of Maryland.

"**Total Revenue**" means any and all revenue that the Leased Premises generates through programs and operations, including but not limited to rent, dues, registration fees, service fees, rental fees, usage fees, event sponsorships, naming rights, sales commissions, food and beverage sales, merchandise sales, governmental aid and assistance, grant funding, and other miscellaneous revenues.

I.2 Rules of Construction. Except where the context otherwise requires, (i) singular words connote the plural number as well as the singular and vice versa, and (ii) pronouns inferring

the masculine gender include the feminine and neuter genders, and vice versa. All references to particular articles or sections are references to articles or sections of this Lease unless otherwise indicated. The headings and Table of Contents in this Lease are solely for convenience of reference and do not constitute a part of this Lease or affect its meaning, construction, or effect.

Article II
REPRESENTATIONS

II.1 **Representations by the City.** The City makes the following representations as the basis for its undertakings under this Lease:

(a) The City is a political subdivision of the State.

(b) This Lease is authorized by the affirmative vote of a majority of the members of the Council present at a meeting at which a quorum was present and acting throughout.

(c) The City is fee simple owner of the Real Estate.

(d) The City is authorized to enter into and to carry out its obligations under this Lease.

(e) The execution, delivery, and compliance by the City with this Lease will not conflict with or constitute or result in a default under or violation of any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree, or other agreement, instrument, or restriction of any kind to which the City or any of its assets is subject.

(f) No litigation, inquiry, or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the City's knowledge, threatened against it with respect to its execution and delivery of this Lease.

II.2 **Representations by Tenant.** Tenant makes the following representations as the basis for its undertakings under this Lease:

(a) Tenant has the power to enter into and to perform its obligations under this Lease and by proper action has duly authorized the execution and delivery of this Lease.

(b) No litigation, inquiry, or investigation of any kind or by any judicial or administrative court or agency is pending or, to Tenant's knowledge, threatened against it with respect to the execution and delivery of this Lease or operation of the Leased Premises.

(c) Tenant is lawfully permitted to conduct business in the State and enter into this Lease as evidenced by the Maryland Certificate of Good Standing provided by Tenant to the City.

(d) Tenant, through its association with ESM, has extensive knowledge and experience operating similar facilities for youth and amateur sports, identifying revenue opportunities, developing operations efficiencies, and improving the spectator and player experience.

Article III
LEASE OF THE IMPROVEMENTS

III.1 Lease of the Leased Premises. The City leases to Tenant, and Tenant leases from the City, the Leased Premises in accordance with the terms and conditions of this Lease. The City retains the right to use portions of the parking lot for City uses and community events in conformance with its historical use. The City shall coordinate all such uses and events with Tenant, whose consent shall not be unreasonably withheld. The City will not schedule any event such that it interferes with the normal revenue generating operations of Tenant.

III.2 Use, Operation and Compliance with Laws. Throughout the term of this Lease, Tenant or any successor permitted under this Lease shall be permitted to operate and maintain the Leased Premises solely as an indoor tournament, sports and event center, and for no other purpose, in compliance with this Lease and all applicable laws, rules, ordinances and regulations in any way affecting the Leased Premises. The City shall provide Tenant a copy of the final certificate of occupancy for the Improvements and Leased Premises. Tenant shall, at its own sole risk and expense, obtain and keep in force all other governmental licenses and permits necessary for its business use. Tenant or any successor permitted under this Lease and any and all subcontractors or assignees shall at all times comply with all federal, state, and City laws, statutes, regulations, requirements, codes, and ordinances applicable. Tenant shall have the right to contest in good faith the validity of any requirement of Governmental Authority by appropriate legal proceedings, unless such proceedings shall operate to cause the sale of the Real Estate or any part, or the placing of any lien thereon or the imposition of fines or other civil or criminal liability prior to the final determination of such proceedings.

Tenant shall manage and organize all aspects of the Leased Premises and its operation, including, but not limited to, the various recreational and athletic programs and competitive events for individuals and teams, including, but not limited to, leagues and tournaments for basketball, volleyball, field hockey, futsal (indoor soccer), tennis, gymnastics, cheer, dance, wrestling, grappling, track and field, future sports (i.e. pickleball), and other indoor sports and in general conformance with the Five-Year Business Plan and Pro Forma attached hereto and incorporated herein as Exhibit C. The Business Plan (as defined in Exhibit C attached hereto and referenced herein) may be modified from time to time as agreed upon by Tenant and the City. City acknowledges and confirms that such modifications or amendments to the Business Plan only require administrative approval by the City Administrator. If a conflict exists between this Lease and the Business Plan, the terms of this Lease shall control. The City acknowledges that Tenant has prepared the Business Plan based upon its current understanding of the industry, the market and its future plans. No independent public accountants have audited or compiled the various financial projections set forth in the Business Plan, and, accordingly, none express an opinion or any other form of assurance with respect to such projections. The projected financial information is Tenant's projection of possible future results and is dependent on many factors over which Tenant has no control. Neither Tenant nor any of its representatives makes any express or implied representation or warranty as to the attainability of these projections or the accuracy, completeness or reasonableness of the assumptions from which they are derived. The projections of Tenant's future performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results. The City and Tenant shall meet at least once annually, within three months of the closing of Tenant's fiscal year, (the "Yearly Review") throughout the Term to review, revise

and modify the terms of the Business Plan based upon demand for the services offered and the costs associated with providing those services to the public, including but not limited to review of Capital Reserves (as defined in Section 4.5) and maintenance priorities. In addition to the Yearly Review, Tenant shall present to Mayor and Council at least annually.

When scheduling the fields and courts for use throughout each week, Tenant will schedule time for unstructured community access through payment of drop-in fees for pick up play as is common in all of Tenant's other sports facilities.

Article IV
LEASE TERM AND RENT PROVISIONS

IV.1 Term of Lease; Delay. The Lease Term for the Leased Premises will commence on the Commencement Date, which shall occur no later than _____, 202_, and shall terminate on December 31 of the twentieth (20th) consecutive Lease Year, December 31, 204_ (the "Lease Term"). "Lease Year" shall mean a period of twelve (12) consecutive full calendar months from January 1 to December 31, except for the first Lease Year. The first Lease Year shall begin on the Commencement Date and shall conclude on December 31 of the following calendar year (December 31, 202_). If the Commencement Date is not the first day of a calendar month, or the final portion of the Lease Term is a partial calendar year, then the Rental Payments shall be adjusted and pro-rated accordingly.

Based upon suitable conditions and subject to agreement with its General Contractor, the City may allow Tenant to begin moving in its furniture, fixtures, and equipment prior to the Commencement Date. Any occupancy of the Leased Premises by Tenant prior to the Commencement Date shall be subject to this Lease (including, without limitation, insurance and indemnity).

IV.2 Payment of Rental Payments. Tenant shall pay to the City as rent under this Lease One Dollar ($1.00) per Lease Year ("Basic Rent") payable on the Commencement Date and January 1 of each subsequent Lease Year. In addition, Tenant shall pay to the City any City property taxes and any sums paid under a Payment In Lieu of Taxes, which shall be collectively referred to as "Additional Rent." Additional Rent shall exclude any Admission and Amusement taxes and any Revenue Sharing (as defined below in 4.3) paid to the City. During the Lease Term, Tenant will pay absolutely the Rental Payments and all other payments required under this Lease, free of any or all deductions, diminutions, and set-offs.

IV.3 Revenue Sharing. In addition to the payment of Basic Rent and Additional Rent, Tenant shall pay to the City for the use and benefit of the Leased Premises, a sum equivalent to fifty percent (50%) of the Net Operating Income for each Lease Year, due and payable within thirty (30) days of the end of the Lease Year.

IV.4 Minimum Payment Commitment of Tenant. Tenant agrees that, in the event that the collective annual sum of Rent, Additional Rent, Admissions and Amusement Taxes, and Revenue Sharing do not exceed $350,000, Tenant will pay the difference between $350,000 and such collective annual sum within thirty (30) days of the Lease Year, provided such shortfall is not caused by a default of Landlord.

IV.5 Capital Reserves. Tenant shall create, fund, and maintain a Capital Reserves Account as separate account that shall be used for capital expenses that are the responsibility of the Tenant as set forth in Exhibit G, "Tenant's FF&E Replacement Responsibilities". Tenant shall obtain consent of the City for all expenditures made from this account greater than $10,000. Tenant shall add funds to the Capital Reserves annually, as set forth in Projected Capital Reserve Account Contributions, which is attached hereto as Exhibit H. These contributions to the Capital Reserves are in addition to and independent of any funding Tenant receives from the sale of the naming rights for the Building. Tenant shall provide an annual report to the City, specifically its Director of Finance, setting forth in detail the funding added to the account and any and all expenditures made from the account.

IV.6 Reports. Tenant shall provide to the City, specifically its Director of Finance, on a monthly basis a financial statement generated by its Quickbooks or similar software covering all income and expenses related to the Leased Premises during the preceding month, and quarterly financial statements within ninety (90) days from the end of each calendar quarter, covering all income and expenses related to the Leased Premises during the preceding quarter which is prepared in accordance with generally accepted accounting principles by an independent certified public accountant that is approved by the City, such approval not to be unreasonably withheld. In addition, Tenant shall, within three (3) business days of the City's request, provide any additional information prepared by Tenant regarding the income and expenses related to the Leased Premises that the City reasonably determines is necessary or appropriate, and any other operating or financial information from Tenant regarding its operation of the Leased Premises. To the extent necessary, Tenant agrees to assist the City, as reasonably requested, in its compilation of the annual report and the production of documentation requested by the State during monitoring which the State may perform.

IV.7 Indemnification. Tenant, at all times, shall protect, indemnify, and save harmless the City and its elected and appointed officials, officers, employees, agents, and representatives (collectively, "Indemnitees") from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees) for all negligent acts or failure to act in connection with the Leased Premises, and the operation, maintenance, and preservation of the Leased Premises, including, without limitation: (i) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of Tenant, such consent not to be unreasonably withheld; (ii) all expenses reasonably incurred in the investigation of, preparation for, or defense of any litigation, proceeding, or investigation of any nature whatsoever, commenced or threatened against Tenant, the Leased Premises, or the Indemnitees; (iii) the full amount of any judgments, orders, penalties, fines, damages, assessments, indemnities, or contributions; and (iv) the reasonable fees and expenses of attorneys, auditors, experts, and consultants, and other legal expenses.

The benefits of this Section shall not inure to any person other than the Indemnitees. Nothing in this Lease shall require Tenant to indemnify the Indemnitees for any (i) claim or liability resulting from the Indemnitees' gross negligence or willful or wrongful acts, or (ii) any liabilities, obligations, claims, damages, penalties, fines, losses, costs, and expenses resulting from Indemnitees' personal and non-governmental use of the Leased Premises.

Tenant expressly understands and agrees that any insurance coverages required by this Lease or otherwise provided by Tenant shall in no way limit Tenant's responsibility to indemnify, defend, save and hold harmless the City or its elected or appointed officials, officers, and employees as herein required. Tenant acknowledges that the City has no obligation to provide legal counsel or defense to Tenant, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Lease against Tenant. The City shall have no obligation for the payment of any judgments, or the settlement of any claims asserted against Tenant or its subcontractors or employees as a result of or relating to Tenant's obligations hereunder, provided such judgment or settlement is not due to an Event of Default by the City as contemplated in Section 8.2.

This Section 4.6 shall survive the expiration or termination of this Lease, regardless of (i) the reason for termination, (ii) which party terminates the Lease, or (iii) when this Lease expires or is terminated.

Article V
OPERATION AND MAINTENANCE; INSURANCE

V.1 City Services. City shall maintain in good order, condition, repair and replacement: (a) the exterior structural walls, load-bearing walls, the outside face of the exterior walls, and all exterior windows and doors of the Building; (b) foundations and exterior roofs, including gutters and downspouts, of the Improvements; (c) the stormwater management facilities serving the Leased Premises; (d) electric, gas, water, and sewer facilities, as applicable, up to the meter (for electric, gas, and water) or the face of the curb (for sewer) with Tenant responsible from that point up to, and into, the Building; (e) HVAC, elevators, and sprinkler system and/or fire suppression system including any annual inspections of these systems and any fees related thereto; (f) re-striping and repaving the parking areas, (g) repair and replacement of parking lot light fixtures, and (h) pest control ("City Services"), except in the event any damage is caused by Tenant, its officers, agents, employees, contractors, or anyone else acting by or on behalf of Tenant. While Tenant shall repair and maintain flooring, including but not limited to basketball courts and turf fields (see Section V.2 below), City shall be responsible for replacement of said flooring. Except in an emergency, City shall use reasonable efforts to perform any repairs or maintenance during the non-peak business hours of Tenant and in such a manner so as not to materially interfere with the normal operation of Tenant's business. The City will not be required to make any repairs, renewals, or replacements of the Leased Premises of any nature whatsoever except as provided in this paragraph.

V.2 Operation, Maintenance, and Modifications by Tenant. During the Lease Term, Tenant will, at its own sole expense, operate and maintain the Leased Premises, in good repair, attractive appearance, and good operating condition (City Services as provided in Section 5.1 and normal wear and tear excepted), including the sidewalk on the Property, parking areas (including but not limited to trash removal and snow removal), bathrooms, carpets and flooring (including but not limited to basketball courts and turf fields), lawn and landscaping on the Property. Tenant shall operate and maintain the Leased Premises in accordance with the standard of care as set forth in the Business Plan and shall pay the cost of such operation and maintenance, including, but not limited to, water, light fixtures and bulbs, electricity, natural gas, repairs, interior security cameras, janitorial, dumpster service and trash removal, cleaning and caretaking services (excluding utility

installation and connection charges that the City will pay), and security all at Tenant's sole expense and without the right of reimbursement from the City. In addition, Tenant shall have any kitchen exhaust hood and related system cleaned professionally at least quarterly. Tenant shall use commercially reasonably efforts to prohibit Cannabis and tobacco use and smoking of any kind within the Building. Any contract for the maintenance of such systems shall be subject to the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. If Tenant fails to start any maintenance, repairs, or replacement within fifteen (15) calendar days after written notice by the City or to promptly complete such maintenance, repairs, or replacement, then the City may without first obtaining the prior written consent of Tenant, (i) provide such repairs, maintenance or replacement for the account of Tenant in which case the costs shall be added to and collected with the next monthly installment of the Rental Payments; and (ii) City may unilaterally instruct Tenant to release funds from the Capital Reserve Account to pay the costs of such repairs, maintenance or replacement. None of the repairs, maintenance or replacements paid for using funds from the Capital Reserve Account will be deducted as expenses when calculating Revenue Sharing.

V.3 **Sponsorship, Exclusive Use, Use Restrictions and Signage.** Tenant shall have the right to sell, license, and convey naming rights of the Building with City approval. Tenant will pursue any naming rights leads brought to it by the City. Tenant will contribute all net proceeds from any naming rights sale to the Capital Reserve Account. Tenant shall have the right to sell, license and convey naming and sponsorship rights within the Building and digital platforms for its events at the Leased Premises. Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the City's consent, any signs installed by Tenant shall comply with all applicable laws and regulations. Tenant further agrees to maintain such signs, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

V.4 **Alcohol.** Tenant may routinely serve alcoholic beverages on the Leased Premises, pursuant to an on-premises license from the Board of License Commissioners (" Liquor Board"). The City, through its Mayor and Council, hereby grants Tenant, and any subtenants, express permission to serve alcoholic beverages on the Leased Premises for the Term. This express permission shall include any third-party vendor serving alcoholic beverages on the Leased Premises episodically, provided the vendor and/or Tenant complies with all requirements of the Liquor Board. Tenant shall not sell for purchase any Adult-Use Cannabis, as defined by Maryland law, and shall use commercially reasonably efforts to prohibit consumption of Adult-Use Cannabis, in any form, and cannabis generally in or on the Leased Premises.

V.5 **Taxes, Other Governmental Charges, and Utility Charges.** Tenant shall pay when due all taxes and governmental charges, including state or local government neighborhood surcharges or taxes, of any kind whatsoever lawfully assessed, levied, or imposed against the City or Tenant with respect to the Leased Premises or any machinery, equipment, or other property installed in or on, or brought by Tenant to, the Leased Premises. Tenant shall pay when due all utility and other charges incurred in the operation, maintenance, use, and occupancy of the Leased

Premises, and all assessments and charges lawfully made by any governmental body for public improvements to the Leased Premises.

V.6 Additional Rights of the Tenant. Tenant may from time-to-time, in its discretion and at its sole expense, install machinery, equipment, and furnishings at the Leased Premises. All machinery, equipment, and furnishings installed by Tenant will remain the property of Tenant and the City will not have any interest in them. Tenant shall promptly pay all contractors and materialmen in full to avoid the possibility of any lien being asserted against the Leased Premises and if any such lien is asserted or filed, Tenant shall take all action that is necessary to have such lien released within thirty (30) calendar days after Tenant receives notice. Tenant shall not make or cause to be made any alterations, additions, or improvements or install or cause to be installed any trade fixtures or equipment, floor covering, interior or exterior lighting, plumbing fixtures, or make any changes to the Leased Premises without the prior written consent and approval of the City, which approval and consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall present to the City plans and specifications for such work at the time such approval and consent is sought. The City, in its sole discretion, may request additional information from Tenant about any proposed work, which Tenant shall promptly provide to the City. Tenant's contractor and any subcontractor shall be subject to the City's prior written approval. The City may, in its sole discretion, condition its approval on the contractor's or subcontractor's evidencing to the City that it maintains liability and other insurance in an amount satisfactory to the City.

V.7 Tenant's Liability and Property Insurance. During the Term of this Lease, Tenant and all subtenants and assignees shall satisfy City's Insurance Requirements as set forth on Exhibit F attached hereto and incorporated herein by reference, at Tenant's sole cost. Notwithstanding the foregoing, nothing herein shall be construed to preclude Tenant from obtaining and maintaining additional coverages in amounts determined reasonably necessary by Tenant to protect its interest or the interest of the City.

V.8 Advances by the City. If Tenant fails to make any payment or perform any act required of it under this Lease, the City, without prior notice to or demand upon Tenant and without waiving or releasing any obligation or default, may (but will be under no obligation to) make the payment or perform the act. All amounts paid by the City and all costs, fees, and expenses incurred by the City shall be promptly payable by Tenant.

V.9 Liens. Tenant shall have no right, authority, or power to bind the City, or any interest of the City in the Real Estate, nor to render the Real Estate liable for any lien or right of lien for the payment of any claim for labor, material, or any charge or expense incurred to construct, maintain, repair, or to make alterations, additions, and improvements to the Leased Premises and/or the Real Estate.

V.10 Subletting and Assigning. Tenant may assign this Lease at any time during the Term, with prior written notice provided to the City, to an affiliate or other entity owned or controlled by ESM or owned and controlled by John M. Wack, Jr., provided that said entity can meet all terms of this Lease, including but not limited to, the provision of liability insurance. Any other assignment will require the prior written consent of City, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall not dissolve or alter the corporate structure of Tenant except as permitted herein, or sublease all or any part of the Leased Premises,

without first obtaining the written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignment, transfer, encumbrance, or sublease without the City's prior written consent shall be void ab initio and, in City's sole discretion and election, shall constitute a default. In the event of any assignment, transfer, or subletting with the City's prior written consent, Tenant shall remain liable to the City for full performance and payment of all of the obligations of Tenant under this Lease. Tenant shall give the City an executed assumption agreement in a form subject to City's prior written approval whereby the transferee or assignee shall (i) assume Tenant's duties under this Lease from and after such assumption or transfer, and (ii) pay and perform all obligations, covenants, and conditions of Tenant under this Lease. Tenant shall promptly forward a complete and signed copy of such permitted assignment, transfer, or sublease to the City. No such assignment, transfer, or subletting shall constitute a novation or a release of any claim the City may then or thereafter have against Tenant.

V.11 Estoppel Certificates. Upon request by the City on or after the Commencement Date, Tenant shall deliver within ten (10) days of a request therefor in recordable form to the City or to any prospective mortgagee of the Leased Premises, a written statement(s) setting forth the commencement and termination dates of this Lease and certifying that (i) this Lease is or is not in full force and effect; (ii) Tenant has or has not accepted the Leased Premises; (iii) Tenant is or is not in full and complete possession of the Leased Premises; (iv) this Lease has not been changed, modified, or amended, or if it has, stating the specific changes, modifications, or amendments; (v) as of the date of the certification, Tenant has not paid rent, or stating the amount of rent paid; and (vi) there are no defaults under this Lease nor defenses or offsets, or if there are any such defaults, defenses, or offsets, stating the specific defaults, defenses, or offsets claimed by Tenant. Failure by Tenant to timely execute and deliver such certificate shall constitute an acknowledgment by Tenant that the statements included therein are true and correct without exception.

Upon request by Tenant, the City shall deliver in recordable form to Tenant, a written statement(s) setting forth the commencement and termination dates of this Lease and certifying that (i) this Lease is or is not in full force and effect; (ii) Tenant has or has not accepted the Leased Premises; (iii) Tenant is or is not in full and complete possession of the Leased Premises; (iv) this Lease has not been changed, modified, or amended, or if it has, stating the specific changes, modifications, or amendments; (v) the Improvements to the Leased Premises to be made by Tenant are fully complete, or stating specifically any failure to complete such Improvements; (vi) as of the date of the certification, Tenant has not paid rent, or stating the amount of rent paid; and (vii) there are no defaults under this Lease nor defenses or offsets, or if there are any such defaults, defenses, or offsets, stating the specific defaults, defenses, or offsets claimed by the City. City and Tenant intend that any statement delivered pursuant to this Section 5.13 may be relied upon by any prospective purchaser, subtenant or mortgagee of the Leased Premises or of any interest therein or any other designee.

V.12 Subordination. Upon the City's request and on or after the Commencement Date, Tenant shall subordinate its rights under this Lease to the lien of any mortgage or deed of trust or any other lien resulting from any other method of financing or refinancing against the Real Estate and the Improvements of which the Leased Premises are a part or against any buildings placed upon the Real Estate on which the Leased Premises are situated and to all advances made or to be made thereunder; provided, however, that Tenant shall not be required to so subordinate its rights unless the beneficiary agrees in writing not to disturb the tenancy of Tenant so long as Tenant is

not in default under this Lease. Tenant shall execute all documents necessary to effect such subordination.

V.13 Personal Property Taxes. To the extent applicable, Tenant shall timely pay all taxes assessed against Tenant's personal property and all improvements to the Leased Premises.

V.14 Real Property Taxes. To the extent applicable, Tenant shall timely pay all real property taxes assessed against the Real Estate and all improvements located upon Leased Premises or any payments required under a potential PILOT agreement pending a determination from the State Department of Assessment and Taxation that the business activity is tax-exempt for real estate.

Article VI
DAMAGE, DESTRUCTION, OR CONDEMNATION

VI.1 City Not Obligated. Except as otherwise provided herein, under no circumstances shall the City be obligated to make any payment, disbursement, or contribution towards or on account of the cost of repair or restoration of the Leased Premises in the event of any damage, destruction, or loss of any part of the Leased Premises during the Lease Term.

VI.2 No Abatement of Rent. Damage, destruction, condemnation, or loss of title to the Leased Premises shall in no way (i) annul or void this Lease, (ii) give rise to an abatement of Rental Payments or any other amounts payable under this Lease, or (iii) release Tenant from its obligations under this Lease.

VI.3 Partial Damage or Destruction. On or after the Commencement Date, if no more than twenty-five percent (25%) of the Leased Premises is partially destroyed from any cause, excluding Tenant's (or any of Tenant's employees', officers', agents', or contractors') negligence or willful misconduct, and such damage or destruction renders the Leased Premises partially inaccessible or unusable, the City shall promptly commence and diligently complete restoration of the Leased Premises to substantially the same condition as they were in immediately before the destruction and Tenant shall deliver to the City as much of any insurance proceeds as may be necessary to perform such repair as may reasonably be requested by the City. In the event that the City fails to restore the Leased Premises, as the case may be, within the one hundred eighty (180) day timeframe provided herein, Tenant shall have right to terminate this Lease upon ten (10) days' written notice to the City.

VI.4 Complete Damage or Destruction. On or after the Commencement Date, if twenty- five percent (25%) or more of the Leased Premises is destroyed from any cause, excluding Tenant's (or any of Tenant's employees', officers', agents', or contractors') negligence or willful misconduct, such damage shall be deemed a complete destruction for purposes of this Lease. In such event, the City shall, within sixty (60) days after the date of the casualty, commence its reconstruction and Tenant shall deliver to the City as much of any insurance proceeds as may be necessary to perform such repair as may reasonably be requested by the City. The City and Tenant shall each have the right to terminate this Lease upon thirty (30) days' written notice to the other party of City's commercially reasonable determination that the period for reconstruction will exceed two hundred seventy (270) days from the date of the casualty.

VI.5 Damage Near End of Term. Notwithstanding any other provision of this Article VI to the contrary, if any portion of the Leased Premises is destroyed or damaged by a casualty during the last twenty-four (24) months of the Term, and such damage or destruction renders twenty-five percent (25%) or more of the Leased Premises partially inaccessible or unusable for Tenant's use, the City and Tenant shall each have the option to terminate this Lease by giving ten (10) days' written notice to the other party within thirty (30) days of the date of the casualty.

VI.6 Effective Date of Termination; Rent Apportionment. If the City or Tenant elects to terminate this Lease under this Article VI in connection with a casualty, Tenant shall pay Rental Payments properly apportioned up to the date of the casualty. After the effective date of the termination, the City and Tenant shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of this Lease.

Article VII
SPECIAL COVENANTS

VII.1 Tenant's Right to Possession. Except as otherwise provided in this Lease, Tenant will be in sole possession of the Leased Premises during the Lease Term, subject to Permitted Encumbrances. Tenant shall permit the City, or its employees or agents to enter the Leased Premises to (a) inspect the Leased Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any law, (c) show the Leased Premises to prospective purchasers or mortgagees, (d) serve or post all notices required by law or permitted by this Lease, or (e) conduct any other reasonable City related business. The City shall exercise its rights under this Section at such times and in such a manner as to minimize the impact of any interference with Tenant's business in and occupancy of the Leased Premises. If the City makes an emergency entry into the Leased Premises when no authorized representative of Tenant is present, the City shall provide notice to Tenant as soon as reasonably possible after that entry and shall take reasonable steps to secure the Leased Premises until a representative of Tenant arrives at the Leased Premises.

VII.2 Quiet Enjoyment. Tenant will have quiet and peaceful possession of the Leased Premises. The Leased Premises will remain free from encumbrances, other than Permitted Encumbrances, done, made, or knowingly suffered by the City.

VII.3 Environmental Matters. Tenant shall, at Tenant's sole cost and expense, comply with all applicable federal, state, and local environmental laws, statutes, rules, regulations, decisions, codes, orders, directives, requirements, and ordinances ("Environmental Laws") (including, without limitation, regulations regarding financial responsibility for, removal of, technical compliance of, and releases from, underground storage tanks) in effect during the Lease Term, except for any conditions attributed to persons other than Tenant or Tenant's agents, employees, licensees, contractors, affiliates, successors, or assigns. Without limiting the foregoing, if the presence of any Hazardous Material on the Real Estate caused or permitted by Tenant results in any contamination of the Real Estate, Tenant shall promptly take all actions, at its sole expense, as are necessary to remediate the Real Estate in accordance with Environmental Laws and, upon expiration or termination of this Lease, as necessary for redevelopment of the Real Estate; provided that the City's approval of such actions shall first be obtained in writing, which approval shall not

be unreasonably withheld or delayed so long as such actions would not potentially have any adverse, long-term or short-term effect on the Real Estate. Tenant does not assume responsibility under this Section 7.3, however, for any release of Hazardous Material at, in, on or migrating from the Real Estate that is the result of activities and operations of any person other than Tenant or Tenant's agents, employees, contractors, licensees, affiliates, successors, or assigns.

Tenant shall immediately notify the City of any of the following: (i) any correspondence or communication from any federal, state, City, or Governmental Authority regarding the application of Environmental Laws to the Real Estate or Tenant's operation of the Leased Premises; (ii) any correspondence, communication, or notification as are required by either the Federal or State Emergency Planning and Community Right to Know Acts; (iii) any change in Tenant's operations on the Real Estate that will change or has the potential to change Tenant's obligations or liabilities under the Environmental Laws; and/or (iv) releases, discharges, or spills in any form, of any and all Hazardous Material in violation of the Environmental Laws.

"Hazardous Material" means any substance, material, or waste which is toxic, ignitable, reactive, or corrosive, and which is or becomes regulated by any City or state Governmental Authority or the United States Government. "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," or "hazardous material," by any Environmental Law; (ii) oil and petroleum products and their by-products, (iii) asbestos, or asbestos-containing materials; (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act; (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act; or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act.

Article VIII
EVENTS OF DEFAULT; REMEDIES

VIII.1 Default by Tenant. The occurrence of any of the following events shall constitute an "Event of Default" under this Lease:

(a) Failure by Tenant to pay any moneys due hereunder as and when the same become due, including without limitation, contributions to Capital Reserves, as provided in Section 4.4; and

(b) Failure by Tenant to perform or comply with any material provision of this Lease, or any duly executed amendments thereto or the terms, covenants or conditions of any other agreements between the City and the Tenant, in connection with Tenant's business operations with respect to the Leased Premises, the Real Estate, or more generally, e.g., any naming rights or sponsorship agreements or tenancy in the Leased Premises, and such failure is not cured within thirty (30) days after written notice from the City of such default. If, however, the failure cannot reasonably be cured within the thirty (30) day cure period, Tenant shall not be in default under this Lease if (1) Tenant commences to cure the failure within the cure period, (2) diligently and in good faith continues to cure the failure to completion, and (3) provides written notice to the City of Tenant's actions to cure the failure, including Tenant's anticipated timeline for completion.

VIII.2 Default by City. The occurrence of the following event shall constitute an Event of Default under this Lease: failure by City to perform or comply with any material provision of this Lease, or any duly executed amendments thereto, and such failure is not cured within thirty (30) days after written notice from Tenant of such default. If, however, the failure cannot reasonably be cured within the thirty (30) day cure period, the City shall not be in default under this Lease if (1) City commences to cure the failure within the cure period, (2) diligently and in good faith continues to cure the failure to completion, and (3) provides written notice to Tenant of the City's actions to cure the failure, including City's anticipated timeline for completion.

VIII.3 Remedies in the Event of Tenant's Default. The City shall have any one or more of the following remedies after the occurrence of an Event of Default. These remedies are not exclusive. These remedies are in addition to any remedies allowed now or in the future by law, in equity, or otherwise:

(a) The City may terminate this Lease by giving thirty (30) calendar days' written notice of termination to Tenant, in which event Tenant shall promptly surrender the Leased Premises to the City. If Tenant fails to promptly surrender the Leased Premises, then the City, without prejudice to any other remedy it has for possession of the Leased Premises or other damages, may re-enter and take possession of the Leased Premises and expel or remove Tenant and any other person or entity occupying the Leased Premises or any part, without being liable for any damages, whether caused by negligence of the City or otherwise. No act by the City other than giving notice of termination to Tenant shall terminate this Lease.

(b) The City may re-enter and take possession of the Leased Premises without terminating this Lease and without being liable for any damages. The City may relet the Leased Premises (for a period shorter or longer than the remaining term of this Lease), or any part, to third parties, but has no obligation to do so. The City's action under this Section 8.3 is not considered an acceptance of Tenant's surrender of the Leased Premises unless the City notifies Tenant in writing.

(c) Whether or not the City terminates this Lease or Tenant's right to possession of the Leased Premises on account of any Event of Default, the City shall have all rights and remedies at law or in equity, including, but not limited to, the right to re-enter the Leased Premises and, to the maximum extent provided by law, the City shall have the right to terminate any and all maintenance, vendor agreements, subleases, licenses, concessions, or other arrangements for possession entered into by Tenant and affecting the Leased Premises. In the City's sole discretion, it may succeed to Tenant's interest in such agreements or arrangements and, Tenant shall assign and transfer to the City all of Tenant's right, title and interest in and to any such agreements and other consensual arrangements.

VIII.4 Remedies in the Event of City's Default. Tenant shall have any one or more of the following remedies after the occurrence of an Event of Default. These remedies are not exclusive. These remedies are in addition to any remedies allowed now or in the future by law, in equity, or otherwise:

If the City fails to cure the default as set forth in Section 8.2, Tenant may take such action as may be reasonably required to remedy such default and if Tenant is required to expend funds to

cure such default, City shall promptly reimburse such reasonable amounts within thirty (30) days after Tenant provides itemized written evidence confirming the costs incurred by Tenant. If City fails to timely reimburse Tenant in the preceding sentence, Tenant may exercise all rights and remedies available at law or equity.

VIII.5 Election of Remedies. Pursuit of any of these remedies does not constitute an irrevocable election of remedies or preclude pursuit of any other remedy in this Lease or by applicable law. Likewise, forbearance by either party to enforce one or more of the remedies available to it on an Event of Default does not constitute a waiver of that default or of the right to exercise that remedy later or of any rent, damages, or other amounts due to the non-defaulting party. In the event of any litigation between City and Tenant arising out of this Lease, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party.

Article IX
MISCELLANEOUS

IX.1 Successors and Assigns. This Lease is binding upon, inures to the benefit of, and is enforceable by the parties and their respective successor and assigns.

IX.2 Severability and Construction. If any provision of this Lease is held invalid by any court of competent jurisdiction, the holding will not invalidate any other provision. The City and Tenant acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

IX.3 Time of Essence. Time is of the essence as to all dates and times in this Lease.

IX.4 Governing Law. This Lease will be governed by the Constitution and laws of the State of Maryland without respect to its conflicts of laws or principles.

IX.5 Counterparts. This Lease may be simultaneously executed in several counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or PDF file (portable document format file) shall be effective as delivery of a manually executed counterpart of this Agreement.

IX.6 Notices. Unless otherwise provided in this Lease, all demands, notices, approvals, consents, requests, opinions, and other communications under this Lease must be in writing and will be deemed to have been given when (i) delivered in person, (ii) delivered by Federal Express or a comparable express courier service, or (iii) mailed by registered or certified mail, postage prepaid, addressed, as follows:

If to Tenant:	ESM Hagerstown, LLC 725 Jackson Street, Suite 207 Fredericksburg, Virginia 22401 Attention: John M. Wack, Jr.
with a copy to:	John F. McManus, Esquire Hirschler Fleischer 725 Jackson Street, Suite 200 Fredericksburg, Virginia 22401
If to the City:	City Administrator City of Hagerstown 1 East Franklin Street Hagerstown, Maryland 21740
with a copy to:	Jason Morton, Esquire 20 West Washington Street Hagerstown, Maryland 21740

The City and Tenant may, by written notice given under this Lease, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests, or other communications are to be sent.

IX.7 Entire Agreement. This Lease, including the attached exhibits, set forth all the covenants, promises, agreements, conditions, and understandings between the City and Tenant concerning the Leased Premises. There are no covenants, promises, agreements, conditions, or understandings, either written or oral, between the City and Tenant other than as set forth in this Lease.

IX.8 Excused Delay and Force Majeure. If either party shall be delayed or hindered in or prevented from the performance of any required act by reason of strikes, lock-outs, labor troubles, pandemic, inability to procure materials, failure of power, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Lease, then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that in no event shall Tenant be excused from the payment of the Rental Payments or any other amounts or charges to be paid by Tenant under this Lease.

IX.9 Captions. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs of this Lease.

IX.10 Amendments. This Lease may be amended only by an instrument in writing signed by both parties to this Lease.

IX.11 Venue. The state courts of Washington County shall be the exclusive venue for any legal action arising out of or related to this Lease.

IX.12 Memorandum of Lease. The parties agree to execute a Memorandum of Lease in the form of Exhibit B attached hereto to evidence the existence of this Lease. Following the Effective Date hereof, Tenant may elect to record the Memorandum of Lease among the land records of Washington County ("Land Records"), and Tenant shall be responsible for all recording costs and any other expenses as to same. The provisions of this Lease shall control, however, in regard to any omissions from the Memorandum of Lease or any provisions hereof which may be in conflict with the Memorandum of Lease. If Tenant elects to record a Memorandum of Lease, Tenant agrees to execute a release upon termination of this Lease, which shall be in a recordable form, acceptable to the City, and be recorded among the Land Records at Tenant's own expense. Notwithstanding the foregoing, City shall also have the right to compel Tenant to execute the Memorandum of Lease, and City may record the Memorandum of Lease at its sole discretion and shall be responsible for all recording costs and any other related expenses.

IX.13 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday in the State of Maryland, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. ET or EST, as applicable.

IX.14 Employment of Unauthorized Workers. Tenant hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Tenant shall not knowingly (i) utilize the services of individuals not legally authorized to work ; or (ii) utilize the services of any subcontractor who will utilize the services of individuals not legally authorized to work in the performance of the contract. In the event Tenant fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this Agreement may be canceled, terminated or suspended in whole or in part by the City,

IX.15 Independent Contractors. Nothing in this Agreement shall be deemed or construed to represent that Tenant, or any of Tenant's employees or agents, are the agents, representatives, or employees of the City. Tenant acknowledges that it is an independent contractor over the details and means for performing this Agreement. Anything in this Agreement which may appear to give the City the right to direct Tenant as to the details of the performance of its obligations hereunder or to exercise a measure of control over Tenant is solely for purposes of compliance with local, state and federal regulations and means Tenant will follow the desires of the City only as to the intended results of the scope of this Agreement. It is further expressly agreed and understood by Tenant that neither it nor its employees or agents shall hold themselves out contrary to the terms of this paragraph, and the City shall not be liable for any representation, act or omission of Tenant contrary to the provisions hereof.

IX.16 Conflict of Interest. Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state

or local laws, rules and regulations. Tenant covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and Tenant covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Tenant or any agent or representative of Tenant, to any officer, official, agent or employee of the City, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. Tenant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Tenant in connection with anything contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

IX.17 Nondiscrimination. Tenant hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in Tenant's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Tenant shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the event Tenant fails to comply with the City's nondiscrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the City. The City reserves the right to investigate any claims of illegal discrimination by Tenant and in the event a finding of discrimination is made and upon written notification thereof, Tenant shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. Tenant's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement. Any other agreement which relates to this Agreement to which Tenant is a party, including without limitation, Tenant's agreements with its subcontractors, shall specifically contain a provision to this effect.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on their behalf by their duly authorized officers.

CITY OF HAGERSTOWN

By:_____
Tekesha Martinez, Mayor

EMS Hagerstown, LLC, a Virginia limited liability company

By: EASTERN SPORTS MANAGEMENT, LLC, a Virginia limited liability company

By:_____
John M. Wack, Jr., Manager

EXHIBIT A: Leased Premises

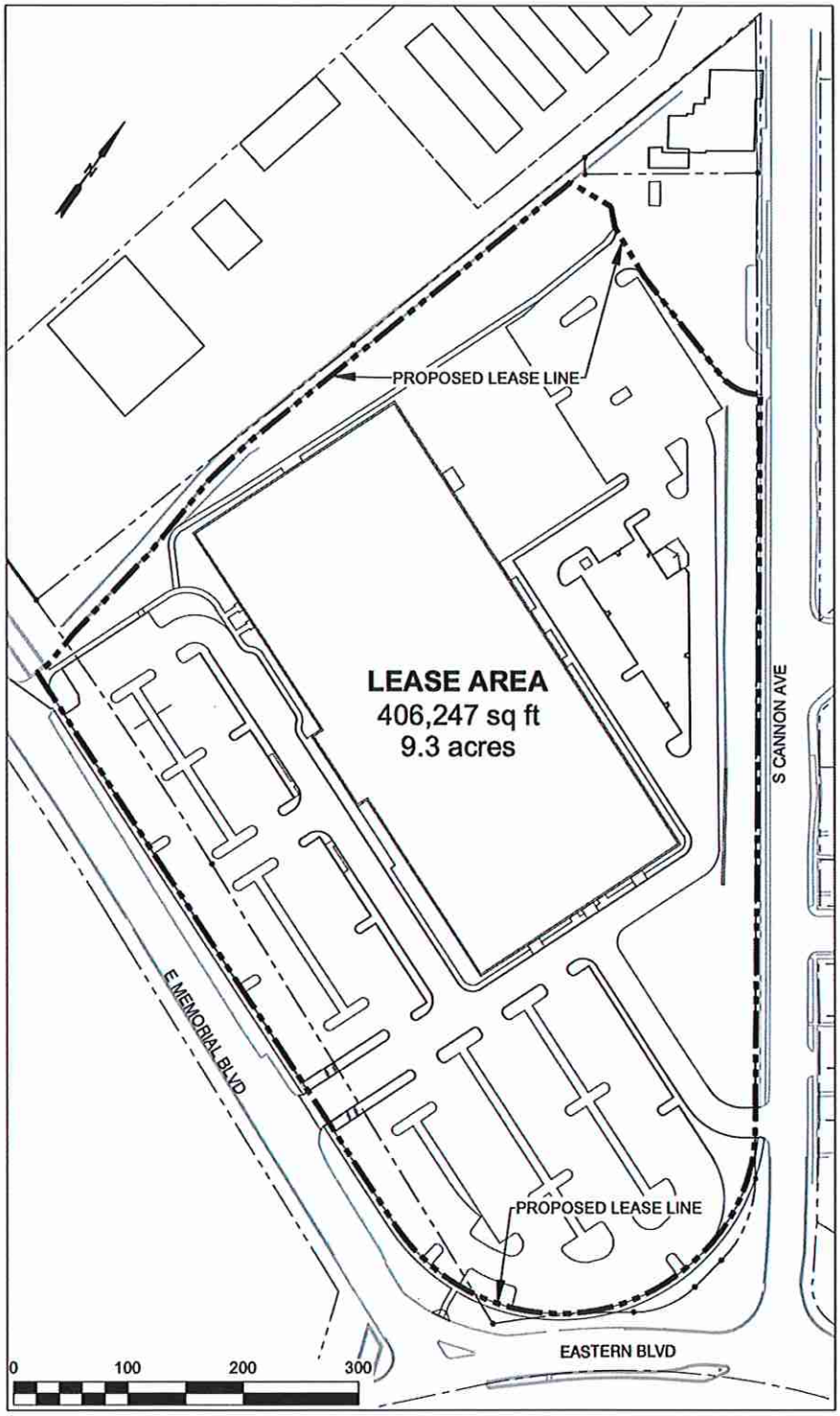


EXHIBIT B

Memorandum of Lease

THIS MEMORANDUM OF LEASE is entered into as of the _____ day of _____, 2024, by and between the CITY OF HAGERSTOWN, a municipal corporation, a political subdivision of the State of Maryland (the "City" or "City"), and ESM Hagerstown, LLC, a Virginia limited liability company ("Tenant"). This Memorandum of Lease is summarized as follows:

1. Pursuant to a Lease (the "Lease") executed by City and Tenant, dated effective as of _____, 2023, City has leased to Tenant certain premises (the "Leased Premises") described in Exhibit A attached hereto, together with all the appurtenant rights, privileges, and easements, as described in the Lease.

2. The Lease Term for the Leased Premises will commence on the Commencement Date, which shall occur no later than December 31, 202_, and shall terminate on December 31 of the twentieth (20th) consecutive Lease Year (the "Lease Term"). "Lease Year" shall mean a period of twelve (12) consecutive full calendar months from January 1 to December 31, except for the first Lease Year. The first Lease Year shall begin on the Commencement Date and shall conclude on December 31 of the following calendar year. If the Commencement Date is not the first day of a calendar month, or the final portion of the Lease Term is a partial calendar year, then the Rental Payments shall be adjusted and pro-rated accordingly.

3. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

4. Unless otherwise specified herein, all capitalized terms used herein shall have the same meanings ascribed to such terms as set forth in the Lease.

[Signature Page to Memorandum of Lease Immediately Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Lease to be duly executed and delivered in their respective names by their duly authorized representatives, effective as of the day and year first above written.

CITY OF HAGERSTOWN, MARYLAND
a municipal corporation

By:_____
Name:
Title:

STATE OF Maryland
Washington County

On this the _____ day of _____, 2024, before me, the undersigned Notary Public within and for said State and County, duly commissioned and qualified, personally appeared _____ with whom I am personally acquainted, and who, upon oath, acknowledged himself or herself to be the _____ of the City of Hagerstown, a municipal corporation; and that he or she as _____, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by himself or herself as such _____.

WITNESS my hand and notary seal in the county aforesaid, on the day and year first above written.

_____
Notary Public

My Commission Expires:

ESM Hagerstown, LLC,
a Virginia limited liability company

By: EASTERN SPORTS MANAGEMENT, LLC,
a Virginia limited liability company, Manager

[SEAL]

By:_____
John M. Wack, Jr., Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me in the foregoing jurisdiction this ____ day of _____, 2023, by John M. Wack, Jr., Manager of Eastern Sports Management, LLC, as Manager of ESM Hagerstown, LLC, on behalf of the company.

My commission expires: _____

Notary Registration No. _____

_____
Notary Public

EXHIBIT C: Business Plan and Pro Forma

EXECUTIVE SUMMARY

Project Overview

The City of Hagerstown (the City) will partner with Eastern Sports Management (ESM) as the lead of a team including Hughes Group Architects (HGA) and Pinnacle Sports, to Design, Build, Operate and Maintain a new 114,000 square foot indoor sports facility on the site of the old Municipal Stadium. The project will cost approximately $22 million and will be ready to operate in 2024. The City is funding the project through a combination of federal and state funds, private foundations grants, and City-issued bonds. This packet contains the information to help partners to a funding decision, including a Feasibility Study, Design and Budget documents, and the Operations Business Plan, including financial forecasts.

Project Feasibility

ESM contracted with Pinnacle Indoor Sports to conduct a market analysis. Pinnacle conducted extensive interviews with local sports and recreation stakeholders and user groups. They analyzed the demographics of the Hagerstown market and researched comparable facilities in the surrounding area. Pinnacle concluded that the proposed facility was needed and that it could be financially successful with the right private partner and with a capital stack that included a high percentage of grant funds.

Project Design and Construction

HGA has created a schematic design. Pinnacle Indoor Sports in conjunction with local engineers and general contractors has compiled an estimate for development and construction which includes contingencies and escalators for 2024 prices. The building will be a pre-engineered metal building and the site design will utilize as much of the existing stadium parking as possible. The $22MM budget includes all design and development costs and assumes that the City will have already demolished the stadium. ESM will give the City a guaranteed maximum price contract for the project.

Facility Operations

ESM will lease the property from the City and will operate the sports business, assuming risk of negative cash flows from operations. ESM will guarantee tax payments and revenue share payments sufficient to cover City debt service on any borrowing it takes on for the project.

Project Funding

The City is seeking regional, state, and federal funds, and private foundation grants to fund 80% of the project. The City plans to use already allocated ARPA funds and to borrow the remaining needed amounts.

Economic and Community Benefits

The project will revitalize the stadium neighborhood, and will improve the health, well-being, and quality of life of residents. As a community asset, the project will make the City a more competitive locale for companies needing community benefits for their workforce. At the end of that current paragraph: Construction spending will total $22,000,000 and is estimated to create 176 FTE construction jobs. Over 20 years, the facility will generate about $84,000,000 of direct spending, will bring about $26,000,000 in visitor revenue, and will bring about $16,000,000 in direct tax and rent payments to the City.

PROJECT MISSION

Mission, Vision, and Values

The City of Hagerstown ("Hagerstown" or "the City") will create a 114,400 square foot indoor sports field house on land currently owned by the City at the Municipal Stadium site, with two indoor artificial turf fields and a multipurpose surface area designed for four basketball courts or eight volleyball courts. There will be a food and beverage area, a sports performance training space, an eSports gaming area, meeting rooms, and a play area. The facility will serve as a recreation center for local residents, a destination regionally for traveling sports players and teams, and as a social and economic hub for the City. With 33,800 square feet of open space, the Field House will also serve as the Hagerstown exposition center and convocation center. The City will enter into a public/private partnership with ESM Hagerstown, LLC who will assume operating risk for the Field House. The Field House will be managed with an emphasis on creating an elite sports facility where the customer experience is the primary focus of the operations staff.

Products

The main products marketed and sold at the Field House will be Leagues, Tournaments, Rentals, Parties, Concessions, Camps and Clinics, Fitness Memberships, eSports activities, and Family Entertainment Center admissions. These products will be sold to individuals, teams, and clubs.

Customers

The Field House will have a diverse program with offerings for customers ranging from age one to active older adults. The target audience for the Field House comprises both local and regional customers. Local customers include recreation-level and competitive-level athletes, both youth and adult, sports clubs and leagues, and local school districts. Exposition, event, and show organizers along with their attendees will utilize the Field House. Local families will use the Field House for the play area, camps and clinics, concessions, and birthday parties. Regionally, the Field House will attract youth travelling sports teams and some adult teams and individuals.

Future of the Field House

The Field House will be a feature of the Hagerstown sports, social, and economic landscape for the next 30 years, and a feature of the competitive sports landscape of Western Maryland, Northeastern West Virginia, Northern Virginia, and South Central Pennsylvania. The sports played and the products sold to serve those sports communities may shift over time and the operating partner will have to evolve the product mix and business plan to adapt to those changes. Sports have always been part of society and will remain so in Hagerstown over the life of this building.

OPERATING COMPANY DESCRIPTION

Company Mission Statement

To instill all of the benefits and values of sport into the communities that we serve through active programming, great experiences, elite facilities, and professional staff.

Project Mission Statement

To operate an elite athletic facility, where the customer experience matters, that will serve as:

- A recreation asset and gathering space for local residents,
- A competitive sports venue for regional teams,
- A workforce development tool by improving the quality of life of Hagerstown residents, and as
- An economic engine for the City by bringing sports tourists to Hagerstown.

Legal Structure

ESM Hagerstown, LLC is a Virginia Limited Liability Company organized in the Commonwealth of Virginia. ESM Hagerstown is a single-member LLC with Eastern Sports Management, LLC (ESM) as the single shareholder. ESM is also a Virginia Limited Liability Company. ESM Hagerstown and ESM have a principal mailing address of 725 Jackson Street, Suite 207, Fredericksburg, VA 22401. ESM Hagerstown's local operations staff and all employees will be located at the Field House.

Principal ESM Staff

- John Wack — Owner, President and Business Development Officer
- Andy Ballard — Owner and Operations Officer
- Kristi Finigan — Business Development and Marketing
- Amy Cinalli — Finance and Accounting
- Dave Harris — Human Resources
- Brian Cann — Project Manager

Principal ESM Hagerstown Staff Positions

- General Manager
- Senior Program Director: Leagues
- Senior Program Director: Tournaments
- Facilities Director
- Food and Beverage Director
- Youth Programming Director

MARKET RESEARCH

Industry

According to Sports ETA, a national association for sports tourism, the national sports tourism market is healthy and continuing to grow:

- Between 2015 and 2019, sports tourism spending increased 16.7%.
- The number of individual sports travelers that stayed overnight grew by 1.4 million to 96.4 million in 2019.
- More than half of the destinations experienced a growth in the number of events (55%) and participants (64%) year-over year.

Additionally, the industry was one of the first market segments to recover from the pandemic. According to Mary Helen Sprecher, managing editor of Sports Destination, "I've seen anecdotal evidence from destinations, saying that if their 2021 goes according to plan — that is, if the events that are booked for 2021 actually happen — they can be back up to where they were in 2019."

Local Recreation Sports Market

In 2018, the City of Hagerstown contracted with Victus Advisors for a sports facility feasibility study. Victus concluded in that study that: "The City of Hagerstown should consider the development of an indoor, multi-court, tournament-caliber sports facility." In 2021, ESM contracted Pinnacle Indoor Sports ("Pinnacle") to conduct a Market Analysis of the Hagerstown area. The study surveyed local club directors, coaches, athletic directors and other probable customers. The study also performed a demographic analysis and compared the market to other existing facilities. Pinnacle concluded that the local market could support a multi-purpose sports surface facility.

- Indoor multipurpose courts (for both local use and regional sports tourism purposes)
- Indoor synthetic turf (for local-use-only purposes)

Five major factors emerged to indicate that a new indoor sports facility in the City of Hagerstown market would likely succeed. They are:

1. The proposed facility would meet local needs by providing indoor sports and recreation opportunities for community residents. An indoor multipurpose facility would meet increasing local demand for indoor courts and indoor turf by both private and public/municipal groups. Additionally, it would create a hub for sports and recreation activities, while also enhancing the quality of life for residents.

Community members contacted by Pinnacle expressed overwhelming support for a proposed indoor sports facility — especially if it provided an opportunity to introduce new program offerings (and expand current programming). Sports in greatest need of space, based on personal interviews with local stakeholders, include the following:

- Indoor basketball
- Indoor volleyball
- Indoor soccer/futsal
- Indoor baseball/softball

Any new facility should be designed with a multisport emphasis, targeting the court sports of basketball, volleyball, futsal and mat sports. Multisport synthetic turf fields also could be used as competition, practice and recreation space for turf sports when a turf venue is not available, as well as for non-recreation/non-sports activities. That said, an indoor multipurpose sports facility requires the commitment and experience of professional staff working in the facility's best interests. This includes everything from overseeing day-to-day management to actively seeking new programming opportunities that will keep the facility operating at peak performance and ensuring it will meet local needs for generations to come.

2. The proposed facility would provide opportunities to host sports tourism events. Even though the primary focus of the facility would be on local use and programming, the facility also would provide the City of Hagerstown with an opportunity to host sports tournaments and other events, which would be a prospective draw for out-of-town participants and their families. Within a 3.5-hour drive-time radius, there exists an active regional community of travel teams in multiple indoor sports, and continued population growth is expected in the regional market. The presence of family-friendly hotels with a variety of amenities also increases the likelihood of attracting out-of-town sports tourism visitors.

3. The proposed facility would be financially self-sustaining. An indoor sports facility must generate sufficient revenue to support itself operationally. Four regulation basketball courts (convertible to eight volleyball courts and other uses) with a multipurpose surface in an open concept layout will be the minimum requirement necessary for this proposed facility to reach self-sustaining status. Note: The highest revenue opportunities come from in-house Monday-Thursday programming, and partnerships with local sports associations, as well as weekend tournaments that encourage out-of-town participants.

4. The proposed facility could double as an events space. Large facilities with access to parking, major highways, lodging and dining options, and area attractions are key to communities attracting expos, conferences, trade shows, liquidation sales, weddings and other special events. A portion of the proposed multipurpose sports facility's open space could be utilized for these purposes when it is not being used for activities that generate higher revenue.

5. The proposed facility would serve a market with above-average demographics. Population figures in the local and regional markets — as well as household income statistics in the regional market — are well above average and suggest that a multipurpose sports facility that meets local community needs and offers regional sports tourism opportunities would be successful. What's more, the median age in the market is in line with that of the national median, suggesting that there is a large number of children and young adults in the area — user groups that are more likely to utilize a proposed indoor sports facility.

Company Advantages

By selecting ESM Hagerstown as the public/private partner to operate the facility, Hagerstown has given the facility competitive advantage over similar facilities:

ESM is currently involved in six public private partnerships with public entities for the purpose of developing and operating sports facilities. ESM knows how to meet its public partner's goal while making the facility financially viable for the long term.

With ten total facilities under development and management, ESM has the regional and national relationships to draw tournaments and events to the Field House.

As an owner themselves of facilities that rely on the local market business for their economic survival, ESM is a specialist in local programming and serving the customers who will use the facility on a consistent basis during the week.

There are no competing facilities like the proposed Field House within the market area described in the Pinnacle Feasibility study. This facility will be unique and will stand alone as an offering.

Regulations

ESM Hagerstown, LLC will meet all current and applicable Federal, State, County, and City regulations concerning the operation and management of an indoor sports facility.

SERVICE LINE

Products/Services

- Leagues
- Youth and Adult
- Competitive and Recreational
- All sports that can be played on the proposed hardcourt and artificial turf surfaces including, but not limited to:
    - Basketball
    - Volleyball
    - Futsal
    - Baseball
    - Soccer
    - Flag Football
    - Field Hockey
    - Lacrosse
    - Indoor Track
    - Pickleball
    - Dodgeball
    - Cornhole
- Typical league product is eight games over eight weeks
    - Camps and Clinics
    - Fun Day Camps
    - Sports Camps
    - Sports Introduction Clinics
    - Competitive-Level Sports Clinics
- Tournaments
    - Rental Tournaments
    - Partnership Tournaments
    - In-house Tournaments
- Rentals
    - Practices
    - Games
    - Events/Shows
- Training
    - Sports Training
    - Fitness Training
- Food and Beverage Services
- Family Entertainment Center
- eSports Teams, Leagues, and Tournaments

Pricing Structure

Each product is priced uniquely. Roughly we follow a metric for recreational activities of $10-$12 per hour per person. For instance, an eight-game basketball league for an adult or youth player will cost about $80 for a season. Activities that involve higher-level athletics or fitness instruction usually cost more. The higher the skill of the instructor or trainer, the higher the cost.

At the end, we include a list of assumed price points used in the calculation of the Pro Forma.

Product Lifecycle

The life cycle of the proposed construction for the facility (pre-engineered metal building) will be at least 40 years. Some of the building systems will have shorter life cycles, ranging anywhere from 10 years on HVAC systems, 20 years on sports flooring, to 30 to 40 years on electrical systems. The pro forma and the business plan of the operator will take into consideration the replacement cost and schedule of all FFE and building systems/equipment when scheduling reserve funds for capital maintenance, repair, and replacement.

The lifecycle of the various programs and sports played will depend on local, regional, and national trends in those sports. As stated above, sports come in and out of fashion and have peaks and valleys of popularity. For instance, flag football is very popular in our PA and Fredericksburg facilities, but not so much in our Virginia Beach facility. Staff will be trained to identify "hot", popular sports and to cater the offerings to the most relevant and passionate sports communities at any given moment. Their task is to fill the facility irrespective of the sports played. That said, we can say with some assurance that basketball, volleyball, soccer (and futsal), and baseball training will remain popular and will always be a core part of the product offering.

Intellectual Property Rights

The logos for Eastern Sports Management are protected with a trademark registration. The Hagerstown Field House logo will be registered and protected. The website domain names for ESM and for the Hagerstown Field House will be registered with ESM's preferred hosting provider. The Hagerstown Field House will utilize several partners such as "Lil' Kickers" and "Lil' Ballers" whose products are trademarked and registered. The Hagerstown Field House business plan and associated operations manuals will be labeled as confidential in all filings with the State of Maryland and with Washington County.

Research and Development

ESM has considered the findings of the 2018 Victus report, and has conducted extensive market research through the Feasibility Report prepared by its partner, Pinnacle Indoor. As the project schedule progresses, ESM will become more fully engaged in the Hagerstown market and will continue to research and develop the area, adjusting the building design and business plan to the market.

ESM's operation of six other facilities constitutes its own in-house research and development laboratory for sports programming and products. Local general managers are tasked with finding the best, most-profitable sports activities to fill their facilities. As new products are tested at individual facilities, the successful ones are spread to other facilities through regular, scheduled mind-share and brain-storming sessions held between the different general managers working for ESM and their respective staff.

MARKETING & SALES

Sports tourism is not a secret anymore. Facilities are being built everywhere. As facility owners we understand the danger in this. A facility and market must have differentiators. Hagerstown has a great brand with ample tourist traffic with Civil War and other historical sites, African American Heritage sites, museums, arts and cultural amenities, and numerous seasonal festivals and outdoor attractions. There are many things for families to do in the community, so the job for ESM is to tie that brand to the events at the facility and expand the already rich culture of the community. In order to separate Hagerstown from other venues, ESM believes in making the venue a center point of a greater experience.

Local Marketing

ESM produces higher than industry standard revenue results from the Monday through Thursday guests. That gives ESM robust traffic and revenue from the local market. This also allows ESM to penetrate deep into the local market without spending large dollars. ESM can run events that bring people to venues rather than paying companies for their reach. This allows ESM to track results and double down where the data says we are having success.

Regional Marketing

Most companies talk to rights holders, attend Connect Conference, TEAMS Conference, NASC, etc. Those are great places to start, but because ESM runs their own events they have connections with the clubs themselves and can market directly to the end user. ESM would want Hagerstown to be a family destination where people come to compete but then want to return again just to visit. That means thinking past the venue and synergizing the area to the overall experience.

National Marketing

The ability to market nationally and for the marketing effort to produce results, is predicated on the overall goal for the facility. If the primary goal of the facility is to produce economic impact and tax revenue through sports tourist visits, then the facility should market to and attract large national events. These events don't always produce the revenue necessary for the facility to be self-sustaining. It does however produce the economic impact and tax numbers desired. ESM stays close to these national governing bodies in an attempt to find the right events at the right time to maximize the impact of these events and not take too much revenue producing inventory off the shelf. shelf. The City has made clear that the Hagerstown Field House is primarily a local use facility. As such, most of the national exposure will be through ESM's marketing efforts for its larger, more sports-tourism-focused facilities.

Growth and Maintenance Strategies

ESM will follow Local, Regional, and National marketing plans to grow the company before and after opening. It will take between three and four years to bring the facility up to full capacity utilization. From year four of operations on, the strategy will shift to maintaining the customer base and cycling new products into our offerings to make sure that departing customers are replaced.

Maintaining existing customers depends heavily on providing a positive customer experience. This depends on the staff providing key elements that will bring customers back to the business whether local or from out of town:

- All staff are friendly and welcoming, from the front desk staff, to field marshals to concessions workers to facility maintenance personnel.
- Competitive match-ups and divisions. Parity allows no team to either win or lose by a wide margin. Leagues and tournament games should, to the greatest extent possible, be balanced with like-skilled teams.
- Reasonable schedules. For local play, teams do not want their games to be too early or too late. If leagues are well-subscribed and managers are forced to utilize early and late game times, then those game times are distributed fairly amongst all league/tournament participants.
- Communications with customers are clear, consistent, and regular.
- The facility is well maintained and clean.
- There is room for spectators and non-participating competitors to relax between games.

Existing customers are maintained by providing a positive experience. The facility will be maintained and the staff trained to provide such an experience.

Communicate with the Customer

The Hagerstown Field House will communicate with its customers by:

- The main company website
- Facility Management Software that can send texts and emails involving future and current programing
- Using social media such as Twitter, YouTube, Instagram, Facebook, and LinkedIn

Sales Staff

Everyone in the facility is involved in sales whether through direct efforts to market products and events to new customers or through providing a great experience through professional operations. The General Manager will lead the sales effort.

ACCOUNTING & EXPENSE CONTROL

Accounting Software

The Field House will use Quickbooks Online as its main accounting software. The operator will provide third-party prepared quarterly financial reports to the City. Accounts receivable will be managed locally by facility staff. Accounts payable will be managed by ESM corporate office staff in Fredericksburg. The business will utilize GAAP accounting and will use the calendar year as the accounting year.

Income and Expense

Revenue will be booked by product category under eight main general ledger accounts:

- Leagues
- Tournaments and Events
- Food and Beverage
- Rentals
- Youth Programming
- Family Entertainment and eSports
- Fitness Membership
- Sponsorship

The business will have both fixed and variable costs. Variable costs will be booked under Cost of Goods Sold and will include such items as t-shirts, trophies and referees for leagues, partner payments for tournaments and events, and raw food and beverage costs for concessions.

Expenses will be tracked using eight main general ledger accounts:

- Administrative
- Facility
- Marketing
- Insurance
- Salaries and Wages
- Taxes
- Utilities
- Debt Service

The account structure and format of the Revenue and Expense projection found at the end of the plan will be how the ongoing business Profit and Loss Statement will appear.

STAFFING ORGANIZATION

ESM organizes staff around function and products, not sports or areas of the building. Positions are given the responsibility of the P&L along income categories with the exception of three positions, the General Manager, the HR and Finance Director, and the Facilities and Grounds Director. ESM corporate management will provide marketing, sponsorship sales, tournament sales, and some back-office services as part of its management contract.

General Manager

The General Manager oversees building operations and all staff of the Field House. This staff is responsible for budgeting, establishing financial goals and networking within the community to help raise awareness of the Field House.

Food and Beverage Director

The Food and Beverage Director oversees all kitchen operations, including front of the house and back of the house operations. This staff will directly manage (interview, hire, train and evaluate) all Food and Beverage employees according to current labor conditions and needs and Health Department code. The Food and Beverage Director will also budget and monitor weekly food and labor costs, monitor quality control, monitor sales, generate daily and monthly financial reports as well as inventory reports and manage inventory and order Food and Beverage supplies as necessary. Additional responsibilities would include researching new food and beverage products, creating new menu and marketing ideas, inspecting equipment and food deliveries, coordinating kitchen equipment installation, evaluating health and safety practices, recording information about inventory and health practices and coordinating with other Field House managers for special events and parties. The Food and Beverage Director will report directly to the General Manager.

League Directors

The league directors will oversee all league operations. This staff will be responsible for establishing relationships with youth and adult clubs and outdoor leagues, recruiting teams and individuals for league registration, setting schedules and allocating field and court time for maximum utilization, securing and managing referees, directing league operations staff, and providing top shelf customer service so that league retention is as high as possible. Most patrons coming in during weekdays will be league participants and their spectators and guests. These positions are most critical to the success of the business. The directors will report to the General Manager.

Tournament and Event Director

The Tournament and Event Director is responsible for the day-to-day administration and promotion of all tournaments and events. This staff will be responsible for creating schedules, forming teams, facility promotion and rental of facility space. The Tournament and Event Director will also oversee all of the Special Event staff and Tournament staff (vendor/in-house), work with a budget and monitor departmental financial spending, set sales goals and monitor monthly/yearly, coordinate with all staff to create a feasible schedule for events, negotiate and draft special event and tournament proposals and agreements, and directly supervise all Special Events and Tournament Interns. The Tournament and Event Director will report directly to the General Manager.

Youth Programming Director

The Youth Programming Director organizes and supervises all youth programs, camps and parties in the facility and manages all Youth Programming Staff (interview, hire, train and evaluate). They need to be able to organize and instruct youth programs, camps and classes, write curriculums for classes and day camps, troubleshoot any challenges in youth programs, camps and parties, collect payments, monitor inventory and order Youth Programming supplies, monitor and maintain Youth Programming equipment. This staff will need to abide by State Licensing Regulations and Franchised Program requirements. The Youth Programming Director reports directly to the General Manager.

Facilities and Grounds Director

The Facilities and Grounds Director is responsible for the overall appearance and functionality of the Field House including the building and grounds maintenance, custodial support, and environmental and safety regulation compliance. This staff will oversee all facility maintenance staff (interview, hire, train and evaluate), monitor inventory and purchase supplies, create manuals for equipment operation and maintenance, maintain equipment service and chemical logs (in-house and contracted vendor services), monitor overall appearance and cleanliness of the building, and must have knowledge of building internals (sprinkler systems, HVAC systems, alarm systems, automation system controls and operations, etc.). The Facilities and Grounds Director reports directly to the General Manager.

Human Resources & Finance Director

The Human Resources & Finance Director is responsible for the management of the Field House's financial and accounting policies, including systems and processes, tax and regulatory requirements, payroll systems and processes, ongoing financial modeling and budgets. This position serves as the primary contact for all managers and employees pertaining to human resources. They lead HR practices and objectives that will provide an employee-oriented, high performance culture that emphasizes quality, productivity and standards of a superior workforce. The Human Resources & Finance Director reports directly to the General Manager.

Background Checks

ESM runs background checks to include state and federal records and sex offender checks on all perspective personnel that are 18 years of age and older.

Employee Ramp Up

ESM President, John Wack; VP of Operations, Andy Ballard; Human Resources Director, Dave Harris; Project Manager, Brian Cann; Business Development Director, Kristi Finigan; and Finance Director, Amy Cinalli will be involved in the design/planning/construction meetings from the very start of the project ESM will begin hiring other top management for the facility approximately nine months prior to opening, beginning with the General Manager. Top staff will assist in the development of operations procedures and manuals, negotiate contracts with vendors, and most importantly, market the facility. About one month prior to doors opening, hourly staff will be hired. They will be trained on processes and systems, especially the facility management software, the key staff-customer interface.

ESM Internship Program

All five ESM facilities participate in an internship program. Across the country there has been dramatic growth in the number of undergraduate and graduate degree programs focused on the various facets of Sports Business: Marketing, Finance, and Management. These candidates are typically required to participate in a 400-hour internship to earn their degree.

The ESM Internship Program accepts 10 to 20 interns per facility for 10-week periods throughout the year across all four current facilities. The interns work 400 hours of which they spend time learning the business and working in the various sub-specialties that match their degrees. The areas of focus are: finance, marketing, youth program, league, camp, and tournament operations.

We receive about 300-400 applications each year for our program. Of this number, we bring on 30 to 40 annually. We hire about 20-30 to be hourly workers if their requirements are less than 300 hours or when their internship is done. Of those we promote 1-2 to be entry level managers, and a few of those have moved onto mid-level management and general manager roles. When opportunities present themselves, we'll hire interns in one location that served their internship in a different location. Most of the interns graduate and move onto other jobs in the sports business. Consequently, ESM has a broad reach in terms of contacts and relationships regionally for those working in sports.

ESM has the ability through the Internship Program to attract the best upcoming sports and recreation business talent to its ranks, thoroughly vet them through 400 hours of training and initial work, and then pick the best to join the team. Each employee is completely aware of our culture, processes and procedures, and our emphasis on customer service.

FACILITY FEATURES

Sport Areas

The two main sports playing area of the Hagerstown Field House will include 33,800 square feet of unobstructed, multi-purpose space. The floor of this area will be a multi-sport surface that could also withstand trade show and event traffic, The facility will have two artificial turf boarded fields that will measure approximately 85' x 170' each. They will be used to program field sports such as soccer, flag football, baseball, and lacrosse. Baskets and volleyball nets will be raised or lowered from the ceiling. There will be adequate space for storage of flooring, goals, and other sports equipment. There will be walk/draw nets on the courts side to divide up different play areas. The eve and roof peak heights will be appropriate for the sports to be played, varying from 30' to 40'. The division of space for local programming from Monday to Friday throughout the year on the court side will depend on volume of basketball business versus volleyball business. Some nights the courts will be set for basketball and others for volleyball. Occasionally, there will be a mix and the courts will also be set for indoor field hockey and for pickleball during the daytime.

On weekends the space will be configured for tournaments and events either as four basketball courts or eight volleyball courts or with as many as 12 wrestling mats. On some weekends there may be more than one sport played at the same time. At other times, all sports equipment will be cleared off and the facility will host any number of different shows or events, including dog shows, car shows, bridal shows, graduations, and other large events needing open floor space.

Field House Construction Description

While the project design remains in development, we anticipate construction to include the following:

- The structure will be a pre-engineered building system consisting of steel frame and prefinished, insulated metal walls and roof system with areas of masonry veneer accents.
- The main buildings will be constructed out of a clear span steel. The roof system will consist of purlins or truss-purlins and be skinned by a standing seam metal panel for superior leak resistance. All insulation will comply with current energy code.
- Windows will be insulated, clear storefront window units into team rooms, and tempered glass panels surrounding turf fields to allow for unobstructed viewing.
- Flooring includes: rubber tiles for training and play area, Luxury Vinyl Planking in lounge/camping area, pre-function lobby, team rooms, and multipurpose room, commercial carpet tile in the offices, epoxy flooring in the kitchen, and all bathroom floors and walls to be ceramic tile. General casework will be a solid surface for durability. Food service counters, main counters, and other high traffic areas will be granite or other solid surfaces. Large masses of glass will be curtain walls to maximize visibility and to provide a sleek look.
- An elevator to comply with ADA regulations and allow for easy access between floors will service the 2-story Field House.
- The synthetic turf field will be a next generation NON-infill product. This eliminates the use of "crumb rubber" infill pellets.

Site Description

The City of Hagerstown proposed the Municipal Stadium site as the location of the new Field House. The City is offering the site, demolition of the stadium, and some degree of sitework and infrastructure as part of the development package. We intend in our design to minimize expense by utilizing existing pavement and stormwater infrastructure The site concept proposes a major entrance off of Memorial Blvd. The acreage of the site is ample and can accommodate several different configurations.

Gravity Sanitary Sewer

The proposed sanitary sewer service will connect to existing structures either in Cannon or Memorial.

Sediment Erosion Control/Stormwater Management

The site will be engineered to meet the State of Maryland sediment erosion control and stormwater management design standards. Stormwater quantity and water quality will need to be engineered to comply with water quantity requirements and adequate pollutant removal to comply with water quality guidelines.

The site is bordered to the west by the Town Run open storm drain and the south by the Marsh Run flowing in a subsurface box culvert. Flooding of Town Run is a reoccurring problem and the stadium is inundated annually. $700,000 in American Rescue Plan Act funds are earmarked toward providing some floodwater storage volume, naturalizing the Town Run Channel, and tree planting.

HVAC

Proposed HVAC systems for the project would be packaged DX units with gas heat. The individual courts in these spaces would not have independent temperature control. Other larger spaces like dining areas and other large open spaces would be served with individual packaged DX units with gas heat. Smaller groups of office and conference spaces would utilize Variable Air Volume (VAV) Rooftop DX units with the ductwork fully concealed above ceilings. A series fan powered or shutoff type VAV box with reheat coil will serve each space to allow for temperature control of the space or group of spaces. Each air handling unit will incorporate an indirect gas fired furnace and direct expansion (DX) cooling coils. Ventilation air will be introduced at the air handling units.

All densely occupied spaces will include CO2 sensors to allow for demand control ventilation during times of low occupancy only as required by the latest energy code. The commercial kitchen will be provided with a Type I kitchen hood, associated exhaust fan, and rooftop DX makeup air unit. A central control system will be installed to the extent required to allow for central control of all HVAC components. Exhaust will be provided for all ancillary spaces such as toilets, storage rooms, and janitor closets through rooftop exhaust fans.

Domestic Water and Fire

The proposed development will be served by City of Hagerstown water. Public water is available in multiple locations. The connection to the existing public water system will be per City of Hagerstown requirements and will meet their design standards. Domestic water and fire suppression water will be engineered to meet the site's unique demands. Fire hydrants will be provided as necessary to provide adequate fire flow and comply with hose lay requirements.

Plumbing

Proposed plumbing systems for the building include high efficiency gas or electric water heaters. Water will be stored at 140°F and tempered for distribution, although the kitchen will be provided with 140°F water as required. Hot water will be re-circulated throughout the building as required by code to maintain hot water to all fixtures. Exterior wall hydrants will be provided generously around the exterior of the building. A grease interceptor will be provided for the commercial kitchen. Plumbing fixtures will be commercial grade, vitreous china with either manual or automatic flush valves. Water closets will be 1.28 gallons per flush ("gpf"), urinals will be "pint flush" type (.125 gpf), and lavatories will be water saving 0.5 gpm. Water coolers will be stainless steel high\low type with bottle fillers. Handicap fixtures will be provided as required by Code.

Fire Protection

A complete automatic fire protection wet pipe sprinkler system will be installed in accordance with all applicable codes. The sprinkler system will be provided with an alarm valve and flow switches installed on the sprinkler main where it connects to the main inside the building. Flow switches will be connected to the fire alarm system.

Electrical

A Power Company owned transformer will serve the facility. The building will be served at 480 volts, which will be utilized to serve large mechanical equipment, lighting, and motors. This voltage will be transformed within the building to 120/208 volts to serve general receptacles and smaller mechanical loads. In accordance with the International Building Code, a full electrical distribution system coordination and arc flash study will be conducted for the electrical gear to ensure safety for maintenance personnel. Duplex convenience receptacles will be provided as required and as coordinated with the design. Power and connections will be provided for the commercial kitchen as required and coordinated.

Emergency Generator

An emergency generator will be installed to provide power to emergency loads only. These loads include emergency lighting, the fire suppression system connections, and the fire alarm system. Use of the facility as an emergency evacuation shelter can be discussed. ESM's Virginia Beach Field House had the additional design features that permit its use as a shelter, and it has been used twice in the past ten years.

Lighting

The lighting design will be based on a full LED system. Gymnasium lighting will consist of high-bay type LED fixtures, which will evenly distribute lighting throughout the open space. Additionally, these fixtures will be vandal resistant to endure any ball strikes or other foreign objects that may contact the fixture. In other interior spaces with ceilings, such as corridors, restrooms, offices, conference rooms, and the like, recess mounted 2'x4' lay-in LED fixtures will be installed. Lighting for the jungle gym areas (and similar) will likely be pendant mounted LED fixtures. The commercial kitchen will contain sealed, recess mounted 2'x4' LED fixtures rated for food service application. For the exterior of the building and parking lot, Nighttime Friendly, full cutoff LED fixtures will be utilized, both building mounted and pole mounted. For interior spaces with windows, daylight harvesting will be provided as required and defined by the building code, which means the lights near the associated window will dim automatically to reduce energy usage but maintain consistent lighting levels Exit signs and egress lighting will be located throughout the facility as required by code. The emergency generator will serve these. Lighting levels will be in accordance with nationally accepted levels of illumination for each space. Lighting controls will be provided that will allow full control of the light fixtures in the space, and they can be zoned according to preference, so portions of the gymnasium spaces can be dimmed down or turned off, as desired. Due to the inherent nature of LED fixtures, they can return to full output upon any emergency situation, so no additional emergency lighting will be required.

Data and Fire Alarm

A straightforward data network and telephone communication system will be installed, which will provide wiring for a limited number of telecommunication outlets throughout, including wireless access point locations located strategically throughout. A code required fire alarm system will be provided and will consist of the code-required notification appliances (horns/strobes) as well as manual activation devices (pull stations). Other systems, such as the kitchen hood suppression system and fire suppression system, will be connected to the system as required. A polling security system will be installed, consisting of door switches and motion sensors, at a minimum.

Food and Beverage

The facility will house a commercial grade kitchen capable of handling large, event level crowds. There will be ample dining space with tables and chairs. Playing areas will be visible from the dining area. Service will be ordered at the counter with phone and electronic kiosk ordering available. The kitchen will have deep fryers, griddles, ovens, charbroilers, a walk-in refrigerator and freezers and display beverage coolers. The facility will carry an ABC permit for on-premise consumption of alcohol.

eSports Gaming Room

Space will be dedicated to an eSports team, league and tournament center with 36 PC gaming stations and as many as 12 console stations. The area will host middle and high teams, clubs, practices, league games, and tournaments. The facility will become the center of eSports in Western MD.

Party, Meeting, and Team Rooms

There will be four multi-purpose rooms that will be used locally for birthday parties, during events for team meetings and hospitality for referees and coaches, and during the day for child care and after school programs.

Building Support

The rest of the facility will contain the support rooms necessary for building and business operations:

Administrative offices
HVAC room
Electrical room
Sprinkler room
Storage
Bathrooms
Reception

Facility Design and Construction

The main sports pavilion will be a pre-engineered metal building. The support area will be contained in a single-story structure at the front of the taller sports pavilion. Lighting will be energy efficient LED lights with sports appropriate foot candle levels.

Financial Projections

The Three-Year Revenue and Expense projection below has been prepared using two main sources of information:

- The historical revenue and expense data from other, similar ESM operating facilities
- The Market Analysis performed by Pinnacle

The projections are built for the first three years of operations on a monthly basis by building monthly sales projections by product unit based on a projected opening month of the year. Expenses are calculated in most instances as a percentage of income and in the case of utilities, on a square foot basis.

Attached at the end, we include the following tables:

- Revenue Assumptions
- Expense Assumptions
- 3 year Revenue and Expense

Hagerstown Field House
Income Assumptions

	Total Building Square Feet	117,156	
Income Assumptions			
Leagues		Players/Team	$/Player
	Adult Basketball	7	$90.00
	Youth Basketball	10	$90.00
	Adult Volleyball	6	$90.00
	Youth Volleyball	8	$90.00
	Adult Turf Sports	9	$90.00
	Youth Turf Sports	9	$90.00
	Futsal	8	$90.00
	Field Hockey	9	$90.00
Youth Services		Children/Class	$/Child
	Week Break Camp	20	$210.00
	Day Break Camp	12	$40.00
	Summer Camp	30	$210.00
	Vendor Sports Camps	30	$210.00
	Clinics	20	$100.00
	Lil Kickers	7	$169.00
	Lil Monster Ballers	7	$150.00
	Lil Flyers	7	$150.00
	Lil Laxers/Sweepers	7	$150.00
	Lil Tacklers	7	$150.00
	Skills Institute	7	$180.00
	Birthday Parties	10	$20.00
	Play Structure	1	$20.00
Rentals		$/Hour	Participants
	Turf Field	$150.00	24
	Courts	$80.00	10
Tournaments		Teams/Event	$/Team
	Basketball	32	$300.00
	Volleyball	32	$375.00
	Field Hockey	24	$375.00
	Futsal	24	$375.00
Tournament Admissions	Multiple of Tournament Rev		2
Membership	Av Price/Individual	$29.00	
Fitness	% of Sports Performance	15.00%	
Concessions	% Income excl. sponsorship	25.00%	
	Year 1	Year 2	Year 3
Sponsor Sales Per Month	$5,000.00	$5,500.00	$6,000.00

Hagerstown Field House
Expense Assumptions

Cost of Goods Sold				
	% of Leagues	21.75%		
	% of Youth Services	11.10%		
	% of Rentals	5.00%		
	% of Concessions	35.00%		
	% of Membership	5.00%		
	% of Tournaments	60.00%		
Administrative Expenses	% of Gross	4.92%		
Facility	% of Gross	4.52%		
Insurance	% of Gross	2.37%		
Marketing	% of Gross	1.50%		
Tenant Financing	Annual		$149,455	
	Tenant Financing		$149,455	
	Term	10		
	Rate	6.00%		
	Amount	$1,100,000		
Utilities	Cost Per SF Annually	$1.20		
Utilities	Annual Escalator	3.00%		
Salaries and Wages	% of Gross	24%	23.00%	22.00%
Management Fee	% of Gross	9.00%	7.50%	6.00%

Assumptions on Growth after Year 3 for Income

Rate of Growth Years 4-7	3.00%
Rate of Growth Years 8-20	2.00%
Rate of Property Appreciation	2.00%

Assumptions on Growth in Tournaments and other Economic Impact Areas

Growth Rate Years 4-7	3.00%
Growth Rate Years 8-20	2.00%

Hagerstown Field House
3-Year Income and Expense

	Year 1	Year 2	Year 3
Income			
Leagues	$633,420	$958,320	$1,052,640
Youth Programming	$583,170	$726,170	$726,170
Rentals	$187,440	$198,240	$217,440
Tournaments	$288,000	$403,200	$532,800
Concessions	$512,536	$695,695	$764,679
Sponsorship	$60,000	$66,000	$72,000
Fitness & Sports Training	$358,112	$496,848	$529,665
Total Income	**$2,622,678**	**$3,544,473**	**$3,895,393**
Cost of Goods Sold	**$581,966**	**$809,207**	**$934,227**
Gross Profit	**$2,040,712**	**$2,735,266**	**$2,961,167**
Expenses			
Administrative	$129,036	$174,388	$191,653
Facility	$118,571	$160,246	$176,111
Insurance	$62,157	$84,004	$92,321
Marketing	$39,340	$53,167	$58,431
Salaries and Wages	$629,443	$815,229	$856,987
Management	$236,041	$265,835	$233,724
Utilities	$136,800	$140,904	$145,131
Taxes	$232,965	$237,374	$241,871
Debt Service	$149,455	$149,455	$149,455
Total Expenses	**$1,733,808**	**$2,080,602**	**$2,145,683**
Net Income	**$306,904**	**$654,664**	**$815,484**

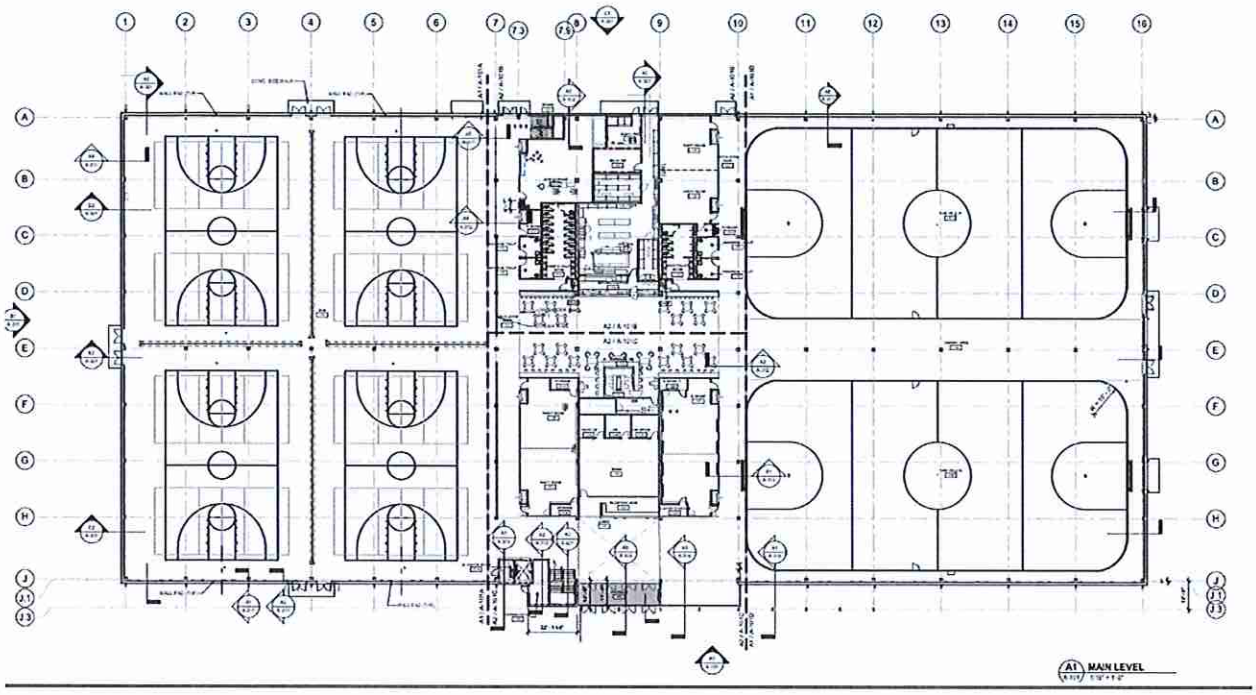
EXHIBIT D: Pre-opening Budget

Estimated Pre-Opening Expenses

Pre-Opening Wages	$275,000.00
Business Planning and Corporate Support	$300,000.00
Marketing	$50,000.00
Working Capital	$400,000.00
Temporary Space	$10,000.00
Phone, Internet, Software	$15,000.00
Legal	$25,000.00
Office and Facility Supplies	$5,000.00
Insurance	$10,000.00
Travel	$10,000.00

$1,100,000.00

EXHIBIT E: Floor Plan



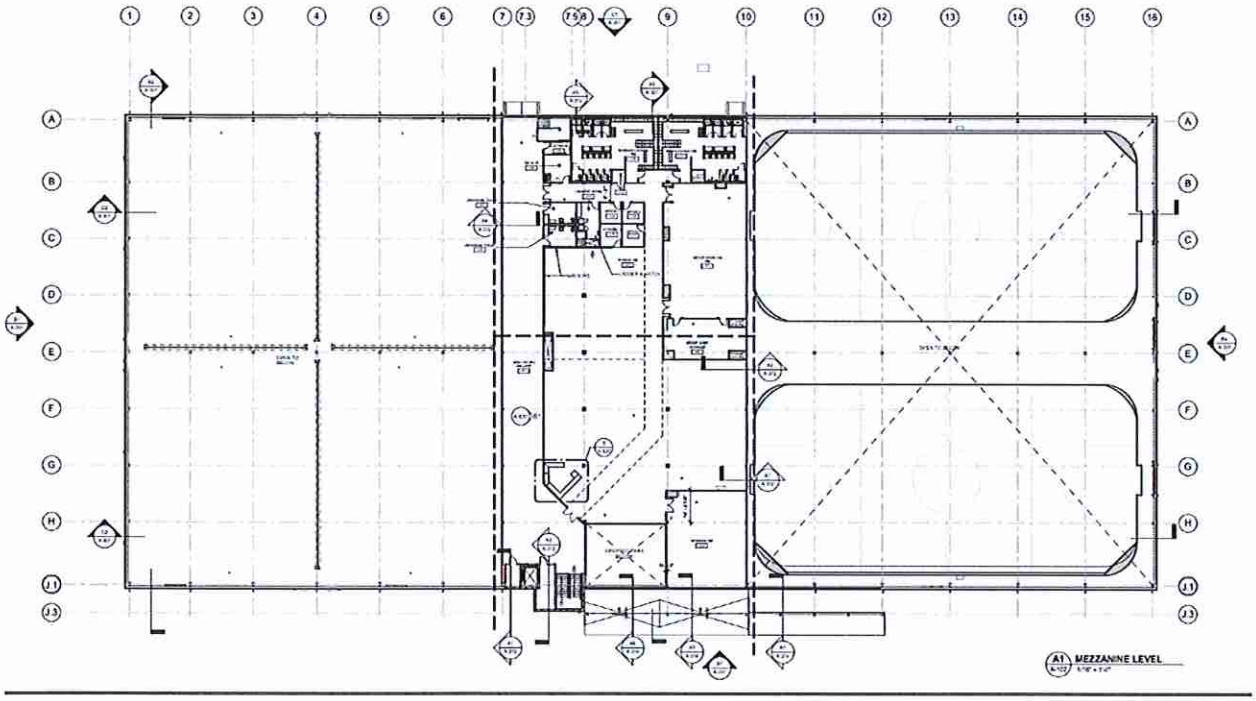


EXHIBIT F: Insurance Requirements

Hagerstown Field House Insurance Requirement		
		Limits
Commercial General Liability (per occurrence)	Each Occurrence	$1,000,000
	Damage to Leased Premises	$500,000
	Medical Expenses (any one person)	$5,000
	Personal & Adv Injury	$1,000,000
	General Aggregate	$2,000,000
	Products-Comp/OP Agg.	
Automobile Liability (hired and non-owned autos only)		
	Combined Single Limit	$1,000,000
Umbrella Liability (per occurrence)		
	Each Occurrence	$3,000,000
	Aggregate	$3,000,000
Worker's Compensation and Employers' Liability		
	E.L. each Accident	$1,000,000
	E.L. each Employee	$1,000,000
	E.L. Policy Limit	$1,000,000
Sex Abuse Policy	Each Occurrence	$1,000,000
	Aggregate	$3,000,000

EXHIBIT G: Tenant FFE Replacement

	To be Replaced by Tenant	To be Replaced by Landlord
SPORTS PACKAGE		
Basketball/Volleyball Court Area		
Sports Flooring		X
Basketball Backstops		X
Volleyball Standards		X
Divider Curtains		X
Equipment Controls	X	
Team Benches	X	
Bleacher Seating	X	
Glass Sport Wall Panels		X
Sport Wall Panels		X
Netting		X
Scoreboards	X	
Basketball Backstop Shot Clocks	X	
Column Pads	X	
Wall Pads	X	
Goals and Equipment	X	
Dasher Boards and Turf Area		
Dasher Boards		X
Artificial Turf		X
Team Benches	X	
Bleacher Seating	X	
Netting		X
Sport Wall Panels		X
Scoreboards	X	
Goals and Equipment	X	
KITCHEN		
Concession Equipment and Buildout	X	
Kitchen Hood		X
Smallwares	X	
IT/AV		
Audio/Visual	X	
Network Systems/Security/Internet Wifi	X	
Structured Cabling		X
FURNITURE		
Furniture	X	
FITNESS		
Fitness Equipment	X	
Fitness Flooring	X	
MISCELLANEOUS		
Laundry Equipment	X	
Misc Sports Equipment	X	
Heavy Equipment	X	
IT Equipment	X	
Janitorial Supplies	X	
Office Supplies	X	
Miscellaneous Equipment	X	
Marketing Supplies	X	

EXHIBIT H: Projected Tenant Capital Reserve Contributions

Projected Capital Reserve Contributions

Lease Year 1	$0
Lease Year 2	$50,000
Lease Year 3	$50,000
Lease Year 4	$75,000
Lease Year 5	$75,000
Lease Year 6	$75,000
Lease Year 7	$100,000
Lease Year 8	$100,000
Lease Year 9	$100,000
Lease Year 10	$125,000
Lease Year 11	$125,000
Lease Year 12	$125,000
Lease Year 13	$150,000
Lease Year 14	$150,000
Lease Year 15	$150,000
Lease Year 16	$150,000
Lease Year 17	$150,000
Lease Year 18	$150,000
Lease Year 19	$150,000
Lease Year 20	$150,000

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Terminating Purchase Agreement for Property on Washington Street and Wakefield Road from Calvary Grace Brethren Church

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_and_Resolution_-_Terminating_Purchase_Agreement_for_Wakefield_Road.pdf	Motion/Resolution: Terminate Purchase Agreement Calvary Grace Brethren Church

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **February 27, 2024**

TOPIC: **Approval of a Resolution: Terminating the Purchase Agreement for Property on Washington Street and Wakefield Road from Calvary Grace Brethren Church**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	X
Other	____

MOTION: I hereby move to approve a resolution terminating the purchase agreement for the property on Washington Street and Wakefield Road from Calvary Grace Brethren Church. Due to changing priorities within the Hagerstown Fire Department (HFD), HFD believes the Property is no longer the best location for a fire station.

DATE OF PASSAGE: 02/27/2024

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO TERMINATE THE PURCHASE AGREEMENT FOR CERTAIN REAL PROPERTY ON WASHINGTON STREET AND WAKEFIELD ROAD FROM CALVARY GRACE BRETHREN CHURCH

RECITALS

WHEREAS, on February 28, 2023, the Mayor and Council of the City of Hagerstown, Maryland (the "City") approved by Ordinance (the "Ordinance") the purchase of real property on Washington Street and Wakefield Road in Hagerstown, Maryland (hereinafter the "Property") from Calvary Grace Brethren Church ("Seller"). The Ordinance was effective March 31, 2023;

WHEREAS, on May 26, 2023, the City entered into a Purchase Agreement with the Seller to purchase the Property for construction of a fire station;

WHEREAS, due to changing priorities within the Hagerstown Fire Department ("HFD"), HFD believes the Property is no longer the best location for a fire station; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to terminate the Purchase Agreement;

NOW THERFORE, **BE IT RESOLVED** by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the termination of the Purchase Agreement be and is hereby approved.

3. That City Staff be and are hereby authorized to execute and deliver any documentation and take any steps necessary to effectuate the termination of the Purchase Agreement.

BE IT FURTHER RESOLVED THAT this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

_____
Tekesha A. Martinez, Mayor

Date of Introduction: February 27, 2024
Date of Passage: February 27, 2024
Effective Date: February 27, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Memorandum of Understanding: With State Highway Administration for Intersection Improvements at Potomac Street and Baltimore Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_MOU_with_State_DOT_-_Intersection_Improvements_at_Potomac_St_and_Baltimore_St.pdf	Motion - MOU With State of Maryland - Intersection Improvements
Potomac_St_at_Baltimore_St_Intersection.mou.pdf	Potomac St at Baltimore St Intersection Improvements

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: Approval of a Memorandum of Understanding with the Maryland Department of Transportation for Intersection Improvements at Potomac Street and Baltimore Street

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move to authorize the City to enter into an Agreement with the Maryland Department of Transportation on behalf of the State of Maryland, to receive a grant in the amount of $550,000 with a City match of $151,250 for the reconfiguration of the intersection of South Potomac Street and Baltimore Street. Funded by the "Safe Routes to School" program, this project will replace outdated equipment and add pedestrian countdown signals and make the intersection fully handicap-accessible.

DATE OF PASSAGE: 2/27/2024

CITY OF HAGERSTOWN, MARYLAND

Engineering Department

February 20, 2024

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Potomac St. at Baltimore St. Intersection Improvements
Memorandum of Understanding with MDSHA

1. Background:
The City was awarded a $550,000 grant from the Maryland State Highway Administration (MDSHA) to construct improvements at the intersection of S. Potomac Street and Baltimore Street. These improvements were recommended as part of a study for potential Safe Walk Routes to Schools projects in the City. The City will be responsible for providing 20% matching funds for the grant. In order to receive the grant funds, the City must enter into a Memorandum of Understanding (MOU) with MDSHA.

2. Council Action Requested:
Review the attached information, and determine whether or not to enter into this MOU. If the Council is in agreement, staff will prepare a motion to authorize execution of the MOU at the regular session meeting on February 27th. Staff will be present at the work session to discuss.

3. Discussion:
This project will reconfigure the sidewalks on all four corners of the intersection, and will bump-out the sidewalks on the eastern side of the intersection on Baltimore Street to cut down the crossing distance for pedestrians, thereby improving safety at the intersection. The project will also upgrade the pedestrian lights and signals at the intersection to meet current ADA standards. Staff feel that this is an important project, especially with the anticipated opening of the nearby Multi-Use Sports and Event Complex in May 2024.

attachment: Memorandum of Understanding

cc: Bill Killinger

One East Franklin Street • Hagerstown, MD 21740
Telephone: 301.739.8577 (Ext 125) • TDD: 301.797.6617
Website: www.hagerstownmd.org

MEMORANDUM OF UNDERSTANDING
FOR
IMPROVEMENTS TO THE INTERSECTION OF SOUTH POTOMAC STREET AND BALTIMORE STREET PROJECT

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective this ____ day, in the month of_____ in the year _____, by and between the State Highway Administration, acting for and on behalf of the State of Maryland, hereinafter called **"SHA,"** and the City of Hagerstown, located in Washington County, Maryland, hereinafter called the **"PROJECT SPONSOR."**

WHEREAS, certain funds have been set aside in the Federal funding for the Transportation Alternatives Set-Aside from the Surface Transportation Block Grant Program (23 U.S.C. 133(h)) under the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58), to provide funding for the Transportation Alternatives and Recreational Trails Programs (**"GRANT"**), under the Federal Highway Reauthorization, for the purpose of providing funding for alternative forms of transportation, hereinafter called **"GRANT FUNDING;"** and

WHEREAS, SHA, pursuant to Fixing America's Surface Transportation Act (Pub. L. No. 114-94) in conjunction with Pub. L. No. 117-58, is authorized to distribute GRANT FUNDING to agencies and organizations within the State of Maryland, hereinafter called the **"AWARD,"** provided the **"PROJECT"**, set forth in Section I. below, is constructed on property that will be accessible to the public by way of public ownership, easement, or other legally binding agreement; and

WHEREAS, SHA is responsible for the supervision of and assistance to the PROJECT SPONSOR for projects financed with Federal funds in accordance with Title 23 of the United States Code, 23 CFR 635.105, 2 CFR Part 200, Federal Highway Administration (FHWA) Form-1273 (Attachment A), Maryland's Transportation Alternatives (TA) and Recreational Trails (RTP) Program Manuals, and other State and Federal regulations (Attachment B), and is responsible to oversee compliance with regulations based on Civil Rights requirements set forth in 49 CFR Part 21, as well as the Uniform Relocation Assistance and Real Property Policies, and other Federal laws and regulations; and

WHEREAS, the PROJECT SPONSOR is responsible to have adequate project delivery systems and sufficient accounting controls to properly manage the PROJECT as determined by SHA pursuant to 23 U.S.C. 106(g)(4); and

WHEREAS, SHA has authorized an AWARD of GRANT FUNDING for reimbursement to the PROJECT SPONSOR up to the maximum amount of Five hundred and fifty thousand dollars ($550,000.) (Attachment C), [80% of eligible PROJECT costs], to be used by PROJECT SPONSOR on the GRANT Project, as described in Section 1. Project Description below; and

WHEREAS, the PROJECT SPONSOR has agreed to co-finance the PROJECT with an amount equal to at least twenty percent (20%) of eligible PROJECT costs, hereinafter called the **"MATCH"**; and

WHEREAS, the minimum MATCH is estimated to be one hundred and fifty-one thousand, two hundred and fifty dollars. ($151,250.) All MATCH expenditures must be directly related to the PROJECT; and

WHEREAS, the PROJECT SPONSOR desires to cooperate with SHA in carrying out the PROJECT in accordance with the regulations, policies, and procedures of the FHWA, along with the provisions of the Stewardship Agreement between SHA and FHWA dated May 21, 2015, as applicable and outlined in the GRANT Manuals, the Guide for Local Public Agencies and the Stewardship and Oversight Agreement, which may be viewed at https://roads.maryland.gov/mdotsha/pages/index.aspx?PageId=144;

NOW, THEREFORE, in consideration of the mutual promises between SHA and the PROJECT SPONSOR, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. PROJECT DESCRIPTION

The PROJECT SPONSOR shall Improve the intersection where school children and other pedestrians walk by making it fully handicap-accessible with modern signal equipment, including countdown pedestrian lights and audible pedestrian systems (APS). As recommended by a recent MDoT "Bicycle& Pedestrian Priority Plan" (BPPA), shorten the crosswalks with curb extensions and install a fully accessible sidewalk system. The PROJECT description and approved application are marked as Attachment D, which is attached hereto and incorporated herein.

II. PROJECT SPONSOR RESPONSIBILITIES:

Project Sponsor shall:

A. Procure all services and materials for which GRANT FUNDING is being used to reimburse the PROJECT SPONSOR in accordance with State and Federal laws and regulations, which include but are not limited to 2 CFR Part 200. The provisions of 2 CFR Part 200 may be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

B. Receive environmental clearance as required for the PROJECT in accordance with the National Environmental Policy Act, prior to authorization of subsequent phases of work (e.g., Right of Way, Final Design, Construction),

C. In conformance with established SHA and/or Federal procedures, PROJECT SPONSOR shall provide the opportunity for, and hold when required, public hearings for the PROJECT.

D. All work shall be performed in accordance with plans, estimates, and specifications prepared in accordance with Section B. above, approved in advance, by SHA, if exempt from FHWA oversight, or by SHA and FHWA, if SHA's exempt status is not applicable.

E. Construct all projects using GRANT FUNDING in accordance with applicable design standards as defined in the TA and RTP manuals.

F. Prior to the PROJECT SPONSOR submitting their final invoice to SHA for payment of the AWARD, the PROJECT SPONSOR shall provide documentation that the PROJECT SPONSOR paid its eligible PROJECT expenses with the MATCH.

G. All changes to the PROJECT work shall be acceptable to and approved in advance, by SHA, if exempt from FHWA oversight, or be acceptable to, and approved in advance, by SHA and FHWA, if the exempt status is not applicable.

H. The cost of any change or additional work that has not been approved by SHA, or by SHA and FHWA, shall be borne solely by the PROJECT SPONSOR.

I. PROJECT SPONSOR shall maintain the PROJECT both during and after completion of the PROJECT work.

J. The PROJECT SPONSOR, to the maximum extent permitted by law and in accordance with conditions and procedures in the Local Government Tort Claims Act, hereby agrees to indemnify, defend and save harmless the State of Maryland, SHA, and their respective members, officers, agents, employees and contractors from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' and other professional fees, in connection with the loss of life, personal injury, or damage to property arising out of or in any way connected to the PROJECT or caused by any act or failure to act by the PROJECT SPONSOR, its contractors, or its agents.

III. SHA RESPONSIBILITIES:

SHA shall:

A. Provide timely review and comment of the PROJECT design plans, specifications and estimates submitted by the PROJECT SPONSOR, within forty-five (45) days following receipt by SHA.

B. Provide certification of PROJECT acceptance in accordance with 23 U.S.C. and 2 CFR Part 200 Federal requirements, following receipt of the required PROJECT documents from the PROJECT SPONSOR.

C. Provide oversight inspection and review of the PROJECT to assure all obligations are being met.

D. Provide the AWARD as the PROJECT SPONSOR fulfills its obligations pursuant to this MOU and submits invoices to SHA for actual PROJECT costs, as determined solely by SHA.

E. Reimburse the PROJECT SPONSOR within forty-five (45) days following the receipt and approval by SHA of each PROJECT invoice.

IV. GENERAL

A. The PROJECT term will be a total of sixty (60) months or five (5) years. The PROJECT activities covered by this MOU must be completed, invoiced and closed within five (5) years of the MOU execution date.

B. The AWARD for the PROJECT shall be used only for the stated purposes of this MOU. The AWARD shall not be redirected by the PROJECT SPONSOR for any other purpose.

C. Any excess AWARD not needed for the PROJECT shall revert to SHA for redistribution to other programmed projects at the sole discretion of SHA. In addition, the funds for this PROJECT shall revert to SHA if the PROJECT remains idle and/or does not move forward within one (1) year of the date of this MOU.

D. This MOU shall inure to and be binding upon the parties hereto, their agents, successors, and assigns. However, the PROJECT SPONSOR shall not assign its interests in this MOU without prior written consent of SHA, which may be reasonably withheld.

E. This MOU and the rights and liabilities of the parties hereto shall be governed in accordance with Maryland law.

F. Title VI Assurances. All parties to this MOU shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discriminatory regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this document. The term "Acts" in Appendix A refers to Title VI of the Civil Rights Act of 1964. The term "Regulations" in Appendix A refers to 49 C.F.R Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix A refers to SHA.

G. The PROJECT SPONSOR shall maintain, in readily accessible files, all payrolls, contract documents and all other original source documents and records relating to the project costs, for a minimum of three (3) years after SHA makes the final AWARD payment.

H. If the PROJECT cannot be completed as described in this MOU, the AWARD will be withdrawn and the PROJECT SPONSOR shall return to SHA all AWARD monies previously paid to it, immediately upon demand by SHA. If the PROJECT SPONSOR fails to return the AWARD monies due to PROJECT non-completion, as stated herein, then SHA may make a deduction from the PROJECT SPONSOR's share of Highway User Revenues in an amount equal to the AWARD monies paid to the PROJECT SPONSOR.

I. All publications, exhibits, and final products that the AWARD was utilized for must display the SHA logos for recognition purposes.

J. The PROJECT SPONSOR shall include SHA in the review of primary drafts, external, and public documents that use the GRANT name and/or infer or state the endorsement of SHA.

K. The PROJECT SPONSOR shall complete a quarterly GRANT Status Report for the PROJECT.

L. Any amendment to the MOU must be in writing and signed by all the parties to the MOU.

V. CONTACTS

For: The City of Hagerstown

Name:	**William (Bill) Killinger**
Title:	Engineering Designer II
	Engineering Department
Address:	1 East Franklin Street
	Hagerstown, MD 21740
Phone:	DIRECT: 301-739-8577 Ext 129
	CELL: 240-520-2232
Email:	wkillinger@hagerstownmd.org

(or such other persons as may be formally designated to act)

For SHA:

Name:	Cheryl Ladota
Title:	Assistant Division Chief
Address:	State Highway Administration
707 N Calvert Street	
Baltimore, MD 21202	
Phone number:	410-545-8552
Email:	cladota@mdot.maryland.gov

(or such other persons as may be formally designated to act)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their respective duly authorized officers.

WITNESS:

_____

STATE HIGHWAY ADMINISTRATION

BY: _____ (SEAL)
Matt Baker
Deputy Administrator for Project Development

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Ray Brown
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

_____
William J. Bertrand
Director
Office of Finance

_____
Raymond L. Moravec, PE
Director
Office of Planning and Preliminary Engineering

PROJECT SPONSOR

Tax ID: _____

Name/Title: _____

Signature: _____

Date: _____

_____
Witness

APPENDIX A OF THE TITLE VI ASSURANCES

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

    a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

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

APPENDIX E OF THE TITLE VI ASSURANCES

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. *§* 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. *§* 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. *§* 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Attachment A

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

*****

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Attachment B

Federal and State Requirements

Grant projects must conform to all applicable Federal and State requirements, metropolitan and statewide planning processes, and public involvement activities, including, but not limited to:

- United States Code (USC);
- Code of Federal Regulations (CFR) Title 23;
- Code of Maryland Regulations (COMAR) Title 21;
- Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and provided for under 49 CFR Part 24, and 23 CFR Subchapter H Part 710;
- National Environmental Policy Act (NEPA);
- Section 106 of the National Historic Preservation Act (Section 106);
- Section 4(f) of the US DOT Act;
- Section 7 of the Endangered Species Act (Section 7);
- Section 404 of the Clean Water Act;
- Chesapeake and Atlantic Coastal Bays Critical Areas Act; and
- Metropolitan and Statewide Transportation Planning Requirements
- 40 U.S.C 3141-3148, The Davis-Bacon & Related Acts
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, *as supplemented by* 2 CFR Part 1201 for Awards by the U.S. Department of Transportation
- 49 CFR 26
- FHWA Transportation Alternatives and Recreational Trails Program Guidance:

www.fhwa.dot.gov/environment/transportation_alternatives/guidance/ta_guidance_2022.pdf

Attachment C - Award Letter

Attachment D - Grant Application

MARYLAND DEPARTMENT
OF TRANSPORTATION

STATE HIGHWAY
ADMINISTRATION

Larry Hogan
Governor

Boyd K. Rutherford
Lt. Governor

James F. Ports, Jr.
Secretary

Tim Smith, P.E.
Administrator

October 26, 2022

Rodney Tissue, P.E.
City Engineer
Engineering Department
City of Hagerstown
1 East Franklin Street
Hagerstown MD 21740

Dear Mr. Tissue:

Thank you for applying for FFY 2023 Transportation Alternatives (TA) Program funding for the Improvements to the Intersection of South Potomac Street and Baltimore Street project. The Maryland Department of Transportation State Highway Administration (MDOT SHA) appreciates the City of Hagerstown's interest in the TA Program.

It is my pleasure to announce that the City of Hagerstown is being awarded $550,000 for the Improvements to the Intersection of South Potomac Street and Baltimore Street project. This funding will be used to construct improvements to make the intersection fully ADA accessible for school children with modern signal equipment, including countdown pedestrian lights and audible pedestrian systems.

The MDOT SHA administers federal discretionary grant funding apportioned to the TA Program. Project sponsors must meet both federal and State requirements to secure these funds. Ms. Christy Bernal, MDOT SHA TA Program Manager, will contact you shortly to set up a project kickoff meeting and to discuss how the City will seek reimbursement for project expenses. Please be aware that any expenses incurred prior to MDOT SHA issuing notice to proceed are ineligible for reimbursement. Accordingly, please do not initiate any aspects of this project for which you anticipate seeking reimbursement until you have received notice to proceed.

Congratulations and thank you for the City's participation in the TA Program. If you have any questions, please contact Ms. Bernal at 410-545-5659 or via email at cbernal@mdot.maryland.gov. Ms. Bernal and the TA Program staff will be happy to assist you.

Sincerely,

Tim Smith

Tim Smith, P.E.
Administrator

cc: Ms. Christy Bernal, TA Program Manager, Regional and Intermodal Planning Division, MDOT SHA

bcc: Ms. Lourdes Castaneda, Acting Project Delivery/Environment Team Leader, Maryland Division, Federal Highway Administration
Maurice Agostino, P.E., Acting Deputy Administrator/Chief Engineer for Planning, Engineering, Real Estate, and Environment (DA/CE PERE), MDOT SHA
Martha Baker, Ph.D., Deputy Director, Office of Planning and Capital Programming (OPCP), MDOT
Mr. Matt Baker, Chief, Regional and Intermodal Planning Division (RIPD), MDOT SHA
Mr. Victor Barreira, Transportation Engineer, Design Technical Services Division (DTSD), MDOT SHA
Mr. Eric Beckett, Deputy Director, Office of Planning and Preliminary Engineering (OPPE), MDOT SHA
Mr. Edward Bertch, Regional Construction Engineer, Office of Construction, MDOT SHA
Samantha Biddle, AICP, Chief of Staff, MDOT
Ms. Lynn Block, Real Estate Liaison, Property Review and Compliance Division, MDOT SHA
Ms. Leonora Conti, Special Assistant to the Administrator's Office, MDOT SHA
Anthony Crawford, P.E., District Engineer, District 6, MDOT SHA
Ms. Andrea Dufrenne, Executive Associate, DA/CE PERE, MDOT SHA
Mr. Andre Futrell, Chief Operating Officer/Deputy Administrator for District Operations, MDOT SHA
Ms. Hilary Gonzales, Chief of Staff, MDOT SHA
Ms. Lisa Gutierrez, Public Access, Water Trails, and Recreation Planning Director, Maryland Department of Natural Resources
Ms. Elizabeth Hughes, Director and State Historic Preservation Officer, Maryland Historical Trust
Ms. Britney Jackson, TA Program Liaison, RIPD, MDOT SHA
Ms. Jill Lemke, Assistant Chief, RIPD, MDOT SHA
Ms. Lauren Molesworth, Manager, Environmental Planning Division, MDOT Maryland Transit Administration
Jared Paper-Evers, P.E., Assistant Chief, DTSD, MDOT SHA
Mr. Rashad Pinckney, Regional Planner, OPCP, MDOT SHA
C. Scott Pomento, P.E., Director, OPPE, MDOT SHA
Mr. James F. Ports, Jr., Secretary, MDOT
Ms. Marci Ross, Assistant Director, Tourism Development, Maryland Department of Commerce
Ms. Thomasina Saxon, Administrative Assistant Executive, RIPD, MDOT SHA
Jacqueline Schrenker-Case, P.E., Team Leader, DTSD, MDOT SHA
Ms. Susan Solo, TA Program Consultant, RIPD, MDOT SHA
Teri Soos, P.E., Deputy Administrator for Hanover Operations, MDOT SHA
Mr. Will Tardy, Consultant Environmental Manager, Environmental Planning Division, MDOT SHA
Mr. David Thomas, TA Program Consultant, RIPD, MDOT SHA
Mr. Sean Varsolona, Regional Planner, RIPD, MDOT SHA

Transportation Alternatives (TA) FY23 Grant Application

Submitted by Rodney Tissue on May 12th, 2022 at 2:13 pm

Status: *In Review*

Step: Pending Completeness Check ( )

Go to Next Step: Completeness Check

Project Summary

The content below is read-only and for administrative use only. Please start completing the form starting from the "Applicant Information" section.

Project Name

Improvements to the Intersection of South Potomac Street and Baltimore Street

Type

Safe Routes to Schools

Category

Construction

Amount Requested

$550,000.00

Amount Matched

$160,000.00

Applicant Information

Applicant #1

First Name	Last Name
Rodney	Tissue
Title	**Role**
City Engineer	Project manager
Phone	**Email**
301-739-8577 Ext 128	rtissue@hagerstownmd.org
Are you a Grant Writer?	**Have you completed MDOT's Local Public Agency (LPA) self-evaluation?**
No	Yes

Applicant #2

First Name	Last Name

Title	Role

Phone	Email

Are you a Grant Writer?	Have you completed MDOT's Local Public Agency (LPA) self-evaluation?

Applicant's Federal Tax ID	Applicant's DUNS #
526000794	017839283

Applicant's Organization	Organization Street Address
City of Hagerstown	1 East Franklin Street

State	Zip Code
Maryland	21740

General Project Information

Please answer the following questions using as much detail as possible. The information presented here will be used to determine the project's eligibility and feasibility.

Please select the category of your project

Construction

Select the categories that best addresses the proposed project. For more information about each category, please refer to the TA Manual.

Project Type:

Safe Routes to Schools

Transportation Alternatives Categories:
Safe Routes to Schools Categories:
Safe Routes to School - Infrastructure

Project Information

Project Title

Improvements to the Intersection of South Potomac Street and Baltimore Street

Project Location

Intersection of South Potomac Street and Baltimore Street in Hagerstown, MD

Is your project statewide?

Project County

Washington

Project City

Hagerstown

Project Limits (length/acreage)

150 feet in each direction of a 4-legged intersection

Where is the starting location of the project?

150 feet in each direction of a 4-legged intersection

Where is the ending location of the project?

150 feet in each direction of a 4-legged intersection

Provide a detailed description of the project, including a clearly defined scope of the improvements to be made using the Transportation Alternative/Safe Routes to School funds.

Improve the intersection where school children and other pedestrians walk by making it fully handicap-accessible with modern signal equipment, including countdown pedestrian lights and audible pedestrian systems (APS). As recommended by a recent MDoT, "Bicycle & Pedestrian Priority Plan" (BPPA), shorten the crosswalks with curb extensions and install fully accessible sidewalk system.

Provide a short description of the project.

Improve the intersection by replacing the sidewalks and traffic signal and shortening the crosswalks.

What is the purpose and goal of the project?

In 2020, the Maryland Department of Transportation developed the "Hagerstown Bicycle and Pedestrian Priority Area Plan" (excerpt attached) that included concepts for safety and walkability improvements in the city center. One project they recommended was the reconstruction of the referenced intersection to shorten the crosswalks for pedestrians, remove the unconventional alignment, modernize the equipment and make the intersection fully American with Disabilities Act compatible. The three traffic signal strain poles and the controller/signal equipment were installed in the early 1980's. The southwest corner pedestrian lights are mounted on a wooden utility pole and a new mast arm system will eliminate a lot of unnecessary overhead wires.

Please describe the technical data to support the proposed scope (e.g. traffic data, crash/injury data and surveys).

As recommended by a recent MDoT "Bicycle & Pedestrian Priority Plan" (BPPA), shorten the crosswalks with curb extensions and install fully accessible sidewalk system. The Average Daily Traffic volumes are as follows: Potomac Street: 8,200 on Potomac Street and 1,900 on Baltimore Street. there were four (4) pedestrian crashes at this intersection between January 2015 and August 2019. While not a high volume of accidents, pedestrians routinely use this intersection not only walking to school but also to get to downtown attractions, especially from the local Housing Authority property (many who are handicap or mobility impaired). The design is 30% complete and attached.

What are the past and current uses of the project site?

Intersection of arterial class street with a major collector

How does this project positively affect the community and/or school?

Investment in the safety of school children walking to school, aids handicap and impaired pedestrians in crossing intersection.

Does the project provide connections to existing regional trails or pedestrian/bicycle facilities?

Yes

Does the project provide a missing link in the existing transportation network?

Yes

Does this project increase opportunities to meet daily needs without motorized transportation?

Yes

Does this project add features/devices that will improve bicycle and pedestrian safety (e.g. crosswalks, bike/ped signals, lighting, physical barriers to separate facilities)?

Yes

Do all stakeholders support the project?

Yes

Has it been adopted in the local masterplan?

Yes

Is the proposed project in the MPO's Transportation Improvement Program?

No

If yes, please describe in more detail.

Has any public involvement been conducted?

Yes

If yes, what were the outcomes?

MDoT's "Bicycle & Pedestrian Priority Plan"(BPPA)

Were there any informal community meeting(s) conducted?

Yes

If yes, what were the outcomes?

MDoT's "Bicycle & Pedestrian Priority Plan"(BPPA)

Other type of outreach conducted

Social Media, Website

Metropolitan Planning Organization (MPO)

An MPO is a federally mandated and federally funded transportation policy making organization that is made up of representatives from local government and government transportation authorities.

Click here to see if your project is within one of these MPO's.

Which MPO does the project fall under?

State (other areas not under the above MPOs)

MPO Required Information

National Capital Region Transportation Planning Board (TPB) Required Questions.

1. Describe how the project addresses the National Capital Transportation Planning Board's (TPB) goal to provide a comprehensive range of transportation options and improve accessibility of transportation facilities for pedestrians, bicyclists infrastructure and other non-drivers.

2. The TPB is committed to road user safety and prioritizes the implementation of projects that strive to reduce the number of fatal and serious injury crashes on the region's roadways in an equitable and non-racist manner (TPB Resolution RS-2021).

2a. Is the project intended to improve roadway safety?

2b. Describe how the project will reduce fatal and serious injury crashes on the region's roadways. Also note if the project has a particular focus on reducing pedestrian fatalities.

3. The TPB is committed to supporting accessibility for persons with disabilities, low-income and under-represented populations and people with limited English proficiency.

3a. Describe how this project promotes accessibility for under-represented communities:

3b. Describe how this project enhances transportation facilities for those with specialized transportation needs, pursuant to the requirements of the Americans with Disabilities Act (ADA).

3c. Is this project located in a TPB-designated Equity Emphasis Area? (www.mwcog.org/tpb-equity-emphasis-areas)

The TPB is committed to supporting accessibility for persons with disabilities, low-income and under-represented population, and people with limited English proficiency.

4. The TPB aspires to optimize regional land-use balance to support a strong regional economy, including a healthy regional core and dynamic activity centers. This involves increasing jobs and housing around underused rail stations and Activity Centers with high-capacity transit.

4a. Is any portion of the project located within a Regional Activity Center? (www.mwcog.org/activitycenters)

4b. If yes, which Center?

4c. Describe how this project will improve accessibility and increase transportation alternatives within the Activity Center.

4d. Describe how the project will support increased jobs and housing within the Activity Center.

5. The TPB aspires to improve pedestrian and bicycle access to high-capacity transit stations.

5a. Is this project within 3/4 of a mile of a Metrorail (existing or under construction), commuter rail station, or region-wide bus rapid transit station?

5b. If yes, which station?

5c. Is the project located in a TPB-designated Transit Access Focus Area (TAFA) (www.mwcog.org/maps/map-listing/tafa/)

5d. Describe how this project will improve pedestrian and bicycle infrastructure connecting to the station.

5e. Describe how the project will support increased jobs and housing near the station.

6. The TPB encourages development of high-priority regional trails particularly those that support completion of and connections to the National Capital Trail Network. (www.mwcog.org/maps/national-capital-trail)

6a. Describe how this project supports high-priority regional trails.

6b. Is this project part of the National Capital Trail Network (NCTN) or is it connected to the NCTN?

7. Describe how the project fills a gap in the existing non-automobile transportation infrastructure.

8. Describe public participation activities to date on the proposed project and what has been done to obtain public and community support.

9. Describe project coordination with other agencies and jurisdictions.

10. Describe how the project fits within locally adopted master plans and specific goals of other organizations and local government agencies.

11. Describe how the project originates from planning work conducted in the jurisdiction. Note if the project is included in any official planning documents and how it supports the local land use plan.

Baltimore Regional Transportation board (BRTB) Required Question

Describe the motivation for the project and how it advances the Goals and Strategies of Resilience 2050.

Click on link for additional information.

Project Manager Experience

Does the project manager have prior experience with federal-aid funded projects, the federal procurement process and federal regulations?

Yes

Please provide details of the project manager experience with federal-aid funded projects.

Mr Tissue and Mr Killinger have successfully completed eight (8) SRTS projects and are currently working on two more (including one with the exact scope of work as this proposed grant application)

Previous Project History

Have you received any TA/SRTS projects in the State of Maryland?

Yes

Please list all previously awarded TA/SRTS projects in the state of Maryland.

Enter Project Title	Award Year
GYG Hagerstown--Traffic Signal and Access	2015
Was the project completed?	**Were there delays?**
Yes	No

Enter Project Title	Award Year
SRTS Potomac at Howard Signal Improvements	2017
Was the project completed?	**Were there delays?**
Yes	No

Enter Project Title	Award Year
SRTS Haven Road and Pennsylvania Avenue safety Improvements	2016
Was the project completed?	**Were there delays?**
Yes	No

Enter Project Title	Award Year
SRTS Traffic Signal Replacement Frederick Street at Eastern Boulevard	2019
Was the project completed?	**Were there delays?**
No	Currently requesting additional funds as bids were over budget

Enter Project Title	Award Year
SRTS Miscellaneous Safety Improvements	2018
Was the project completed?	**Were there delays?**
No	Currently requesting additional funds as bids were over budget

Schools

Name of School	School Address
Bester Elementary	30 East Memorial Boulevard

Number of Students	Has principal been notified of proposed project?
500	Yes

Does principal concur with project?	Is the school selected an elementary school or middle school?
Yes	Elementary School

Environmental Resources

The environmental and cultural resources process is relevant for all projects including planning and feasibility studies, design projects and construction projects. Since the TA Program is funded with federal resources, all projects using TA funding must comply with the National Environmental Policy Act (NEPA). Answer the questions below to better understand if the proposed project may have impacts on environmental resources.

Will the proposed project have impact on Agricultural Lands?

No

Will the proposed project have impact on Recreational or Parklands?

No

Will the proposed project have impact on Historic Sites - archaeological areas or standing structures?

No

Will the proposed project have impact on Wetlands or Waters of the US?

No

Will the proposed project have impact on Floodplains?

No

Will the proposed project have impact on Forests?

No

Will the proposed project have impact on Critical Areas/Coastal Zones?

No

Will the proposed project have impact on Endangered Species?

No

Will the proposed project have impact on Hazardous Waste Sites/Hazardous Materials?

No

Will the proposed project have impact on Air Quality?

No

Please describe any Other Environmental Impact

None, replacement of existing outdated equipment

Project Right-of-Way

This section of project right-of-way (ROW) and access includes questions designed so that the proposed location can be identified. ROW can be acquired by one of the three means: paid compensation, donation, or right-of-entry agreement.

Do you own the property within the project limits?

Yes

Since you do not own the property within the project limits, how do you plan to obtain property?

How many owners or parcels are located within the project location? (max 99)

1

If property owner is MDOT SHA, have you discussed project with MDOT SHA?

No

Provide contact name if conversation about ROW has started.

How many will need to be acquired for this project? (max 99)

0

Have plans been completed?

Yes

Has an appraisal been completed?

No

Are there any utilities in the proposed project location?

Yes

If Yes, which utility company?

City Light, water, sewer, gas

Project Status

Please provide as much detail in order to determine the project's readiness to proceed.

Has design work started?

Yes

Identify the percentage of design complete at time of application submittal.

Percentage of design complete a time of application submittal

30%

What is the anticipated completion date for design?

Dec 1, 2022

Project Design Status

ADA compliance design started?

Yes

Structural/Foundation design started?

No

Hydrologic and hydraulic design started?

Yes

Environmental Mitigation started?

No

Landscape design started?

No

Traffic Control design started?

Yes

Signage design started?

No

Lighting design started?

No

Marking Control design started?

Yes

Project Status: From Advertising through Project Closeout

This project will need to receive Approval to Advertise before the two year anniversary of the kick-off meeting which will be held after the award announcements in the fall. Please provide a schedule.

Advertisement date for construction

Jul 1, 2024

Bid opening date

Sep 1, 2024

Submit Concurrence in Award Package to MDOT SHA

Oct 1, 2024

Expected construction start date

Mar 15, 2025

Pre-Construction Meeting date

Feb 15, 2025

Issue Notice to Proceed (NTP) for construction

Mar 1, 2025

Expected construction end date

Sep 1, 2025

Expected project close out date

Nov 1, 2025

Please proceed to the next page

Professional Consultant Services

Do you need to procure professional consultant services?

Have you already procured consultant services?

If yes, was the professional consultant services obtained using the federal procurement process?

Project Maintenance

Who will maintain the project?

Applicant

Describe the plan to provide for ongoing maintenance costs?

Ongoing maintenance will be funded by the Public Works department operations

Do you have local or government support?

Yes

Project Costs

Requested Funds

MDOT SHA will add ten percent to the total TA/SRTS funds requested for all awards. These costs help cover MDOT SHA's cost of design plan review, regulatory compliance, construction oversight, and material testing. This allows MDOT SHA to use TA/SRTS funding for administrative costs rather than passing these costs on to the sponsor. The sponsor will be responsible for the additional match associated with these costs.

***Final numbers are subject to change, depending on final project costs.**

Applicant Requested Funds

$550,000.00

Line Item	Description
Construction	traffic signal replacement and pedestrian indications

Unit Price/Hourly Rate	Total Units/Hours	Line Total
$400,000.00	1	$400,000.00

Line Item	Description
Construction	curb extensions and sidewalk improvements

Unit Price/Hourly Rate	Total Units/Hours	Line Total
$100,000.00	1	$100,000.00

Line Item	Description
Construction	Mobilization, traffic control, bonding, grant compliance

Unit Price/Hourly Rate	Total Units/Hours	Line Total
$50,000.00	1	$50,000.00

Cash Match

Minimum Match Required	Total Match Provided
$151,250.00	$160,000.00

Total Match Insufficient

Match Provided Versus Minimum

Over

Do you have the cash in hand or is it promised after awarded?	Description
Promised after awarded	City funds

Match Line Total

$160,000.00

Application Summary Information

SHA Grant Management Cost	$55,000.00
TA/SRTS Grant Request	$550,000.00
Applicant Provided Match	$160,000.00
Total Project Cost	$765,000.00

Will this amount complete the project?

Yes

Will this amount complete an independent/stand-alone phase of the project?

Yes

If no, please describe how applicant will make up the difference in project cost.

Supporting Documents

Project map and detailed cost estimate should be uploaded with all applications. If seeking construction funding, design plans must be submitted. If seeking design funding, conceptual plans must be submitted.

All support letters should be addressed to the project sponsor.

- 30__design_plan.pdf (0.86 MB)
- BCoH_LOS.pdf (0.39 MB)
- BOE_letter_of_support.pdf (0.73 MB)
- BPPA_excerpt.pdf (5.17 MB)
- County_Commuter_LOS.pdf (0.1 MB)
- designated_school_walk_route_thru_intersection.jpg (1.23 MB)
- HEPMPO_LOS_Hagerstown_SRTS_PotomacBaltimore_050422.pdf (0.33 MB)
- HHA_Letter_of_Support05042022.pdf (2.03 MB)
- overly_long_crosswalk_on_east_side_of_intersection.jpg (1.11 MB)

Acknowledgement

Review the information below and the applicant will certify the following:

Project development will comply with all state and federal regulations.

Yes

The project will advertise within two years of kick-off meeting.

Yes

The applicant organization will provide technical guidance and oversight throughout project development.

Yes

The budget accurately reflects cost of proposed project.

Yes

The applicant organization understands that these funds must be expended in a timely manner by submitting invoices every month or quarterly.

Yes

The applicant organization will be responsible for ensuring future maintenance and operating costs of the completed project.

Yes

The applicant organization understands that delays of project in a timely process may result in a loss of funding.

Yes

Are there any known contingencies that may delay the schedule such as property acquisition, another project or assembly of funds?

No

Applicant understands and agrees with above statements.

Rodney Tissue

I agree to be legally bound by this document.

TA/SRTS Application - Completeness Check

Please confirm the status of this application

- O Complete - Move to MDOT SHA Committee Review
- O Requires Corrections - Return to Applicant
- O Discard - Ineligible Application

Please click the green "Approve" button below. This will pass the application to the TA- SHA Reviewer group for evaluation and comments.

Note: The application will be automatically assigned to anyone in the TA- SHA Reviewer group when you click the green "Approve" button. If you add members to the group after an application has been assigned, the new members will not have the ability to provide comment on the application.

Please provide any comments for applicant revisions in the box below and click the blue "Return for Revisions" button. The application will go back to the Initial Form and the applicant will receive an email notification with the comments you have entered below.

Corrections Required - Emailed to Applicant

Please click the red "Discard" button below. This will move the application to a Discarded Application workflow step. You will have the ability to return the application to this review step if needed.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of the Conversion of the Records Specialist from Part-Time to a Full-Time Position

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_HPD_Records_Specialist_Position.pdf	Motion: Records Specialist

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: February 27, 2024

TOPIC: **Approval of the Conversion of the Records Specialist from Part-Time to a Full-Time Position**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	__X__

MOTION: I hereby move for Mayor and Council approval to convert the Records Specialist from part-time to a full-time position.

This increase in staffing hours is needed in order to provide the level of administrative support necessary. This would be a new full-time Police Records Specialist position, and we would eliminate the PT Police Records Specialist position.

Additional costs can be absorbed in the department's current FY24 budget, but funding would be needed in FY25.

DATE OF PASSAGE: February 27, 2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of City-Wide Mowing Contract 2024: 03/15/24-12/15/24

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_for_City_Wide_Mowing_Contract__-_2024.pdf	Motion for Mowing Contract

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **February 27, 2024**

TOPIC: **Approval of City-Wide Mowing Contract 2024: 3/15/24-12/15/24**

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other ____X___

MOTION:
I hereby move for the Mayor and Council to authorize and approve Custom Landscape Management, Inc., Lawn Enforcement LLC, and Murray's Lawn & Property Care as the City of Hagerstown's mowing contractors for the respective departments as listed below. These services were offered through Bid Proposal B1805.24 in December 2023. The contract term is from March 15, 2024 through December 15, 2024, with the possibility of up to two (2) additional one (1) year extensions subject to the mutual consent of the City of Hagerstown and the respective individual vendors (Custom Landscape Management, Inc, Lawn Enforcement LLC, and Murray's Lawn & Property Care.). The total contract amount is $270,852.15.

Department Name	Contractor Name	Department Total
Electric Division	Custom Landscape Management, Inc.	$6,751.65
Department of Parks and Recreation	Custom Landscape Management, Inc.	$117,505.00
Department of Parks and Recreation Contingent Items (Hagerstown Field House and Mt. Aetna Water Access)	Custom Landscape Management, Inc.	$3,450.00
Water Division	Murray's Lawn & Property Care	$12,900.00
Water Division Contingent Items (locations WC1-10A)	Murray's Lawn & Property Care	$12,835.00
Wastewater Division	Custom Landscape Management, Inc.	$4,512.50
Police Department	Lawn Enforcement LLC	$7,375.00
Fire Department	Custom Landscape Management, Inc	$2,317.50
Public Works	Custom Landscape Management, Inc.	$103,205.50
	Grand Total	**$ 270,852.15**

DATE OF PASSAGE: 2/27/24

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Final FY25 and Draft FY26 and FY27 Pavement Preservation Street Lists

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_Approval_of_Final_FY25_and_Draft_FY26_and_FY27_Pavement_Preservation_Street_List.pdf	Motion: Pavement Preservation Street Lists

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: February 27, 2024

TOPIC: Approval of Final FY25 and Draft FY26 and FY27 Pavement Preservation Street Lists

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move to approve the final FY25 Pavement Preservation street list, and the draft FY26 and FY27 street lists. These lists will be distributed to the various City departments and utility companies so that they can plan for any utility upgrades prior to paving these streets.

DATE OF PASSAGE: 2/27/2024