Work Session & Regular Session (91st Voting Session)
Mayor and City Council
April 23, 2024
Agenda

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

7:00 PM - April 23, 2024 - REGULAR SESSION -*Council Chambers, 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, May 7, 2024 – Work Session at 4:30 p.m.
2. Tuesday, May 7, 2024 – Public Hearing at 7:00 p.m.:
   FY25 Tax Rate
   FY25 Budget
   Water and Wastewater Rates
3. Tuesday, May 14, 2024 – Primary Election Day: No Meeting Scheduled
4. Tuesday, May 21, 2024 – Work Session at 4:00 p.m.
5. Tuesday, May 28, 2024 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

A. Board of Code Appeals:
Kyd Dieterich – Term to Expire May 1, 2028
Gordon Poffenberger – Term to Expire June 1, 2028
Board of Zoning Appeals:
Laura Lowry – Term to Expire March 31, 2027
Aaron Smith – Term to Expire May 31, 2027
Planning Commission:
Tamara Martinez – Term to Expire May 30, 2029

VI. PROCLAMATION

A. Jeff Ridgeway, Children's Librarian at the Washington County Free Library

VII. 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, March

26, 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.

VIII. PUBLIC HEARINGS

A-2023-04 - Heavens Heights Homes, LLC Annexation

IX. MINUTES

March 5, 2024, March 12, 2024, March 19, 2024, and March 26, 2024

X. CONSENT

B. Fire

1. Mercedes Fire Hose Purchase - Witmer Public Safety Group, Inc. (Coatesville, PA) $ 38,821.32

C. Technology and Support Services

1. MUNIS Utility Billing API Toolkit - Tyler Technologies (Dallas, TX) $ 18,924.00
2. Office 365 Annual License Renewal - vTech Solutions (Washington, DC) $ 95,135.04

D. Police

1. 2 FARO Laser Scanners - Faro Technologies, Inc. (Lake Mary, FL) $ 105,561.74
2. Red Light Camera Charges - American Traffic Solutions (Mesa, AZ) $ 165,000.00

E. Public Works

1. Ice Rink Chiller Repairs - Kelly HVAC (Upper Marlboro, MD) $ 40,006.00
2. Windcave EMV Credit Card Readers - Hub Parking Technology USA, Inc. (Warrendale, PA) $ 22,364.55
3. Dumpster Service in the Parks, Golf Course, and Pool - Republic Services, Inc. (BFI Waste Services, LLC) (Hagerstown, MD) $ 26,503.96

F. Utilities

1. Wastewater: Engineering Services Pump Station 33 (Change Order 1) - Buchart Horn (Baltimore, MD) $ 43,800.00
2. Wastewater: Truck 526 Service Body - Keystone Ford (Chambersburg, PA) $ 28,700.00

XI. UNFINISHED BUSINESS

A. Approval of Ordinance: Amend the Code of the City of Hagerstown by adding and amending sections of Chapter 64 Building Construction, Article III

B. Approval of Ordinance - Amending Chapter 230, Transient Housing

C. Approval of an Ordinance: Update of Chapter 204, Billboard Ordinance

D. Approval of an Ordinance: Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code

XII. NEW BUSINESS

A. Approval of Annexation Plan -- A-2024-03: 45 West Oak Ridge Drive

B. Introduction of Annexation Resolution -- A-2024-03: 45 West Oak Ridge Drive

C. Approval of Community Health and Safety Works Grant Application

D. Approval of Bay Restoration Fund Grant Application for Enhanced Nutrient Removal Operation and Maintenance

E. Approval of Temporary Overfill: Support Services Department

F. Acceptance of a Public Art Across Maryland Grant

XIII. GENERAL CITIZEN COMMENTS

XIV. CITY ADMINISTRATOR'S COMMENTS

XV. MAYOR AND COUNCIL COMMENTS

XVI. 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:

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Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Board of Code Appeals:
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- Laura Lowry – Term to Expire March 31, 2027
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Planning Commission:
- Tamara Martinez – Term to Expire May 30, 2029

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Jeff Ridgeway, Children's Librarian at the Washington County Free Library

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, March 26, 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:
A-2023-04 - Heavens Heights Homes, LLC Annexation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MCC_Packet_Apr_23.pdf	Heavens Heights Homes April 23 PH

CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department
One East Franklin Street • Hagerstown, MD 21740
E-mail: planning@hagerstownmd.org
Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Joanna Wu, Planner

DATE: April 23, 2024

SUBJECT: A-2023-04 – Heavens Heights Homes, LLC Annexation Public Hearing

A public hearing is scheduled on April 23 for the annexation of the land located on Southern Boulevard.

At the February 27 regular meeting, the annexation plan was approved and the annexation resolution was introduced. As required by State law, two notices were advertised and the annexation plan was provided to the appropriate County, Regional, and State Planning agencies at least 30 days prior to the public hearing.

Background

A formal petition for the annexation of the Lands of Heavens Heights Homes, LLC was submitted on December 8, 2023. The property is located on the west side of Southern Boulevard and north of East Oak Ridge Drive.

The current County zoning for the property is Residential Suburban (RS). The applicant requested Residential-Moderate Density (RMOD) zoning, a comparable City zoning classification to the current designation, which allows for single-family and two-family dwellings.

Annexation Plan

- The area of the property is +/-12.08 acres.
- It is within the City's MRGA, County's UGA, and State's PFA.
- Wastewater and Water will be provided by the City upon development.
- Electric is provided by Potomac Edison.
- Maintenance of ROWs will remain the same.
- Emergency services will be provided by City Police, City Fire, Meritus, and Community Rescue Service.

Proposal

The owner plans to build 1 single-family home and 30 two-family units. Staff has conferred with the Washington County Public Schools on school capacity.

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

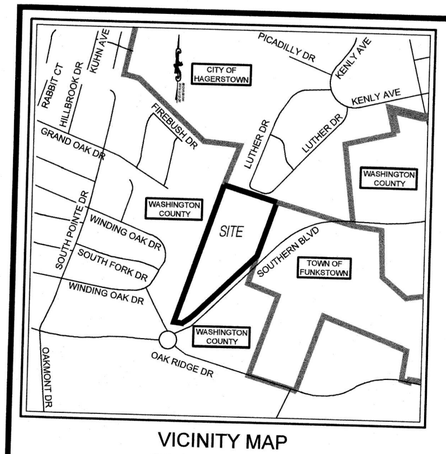
Nikki S. Eichelberger 1/24/2024

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

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

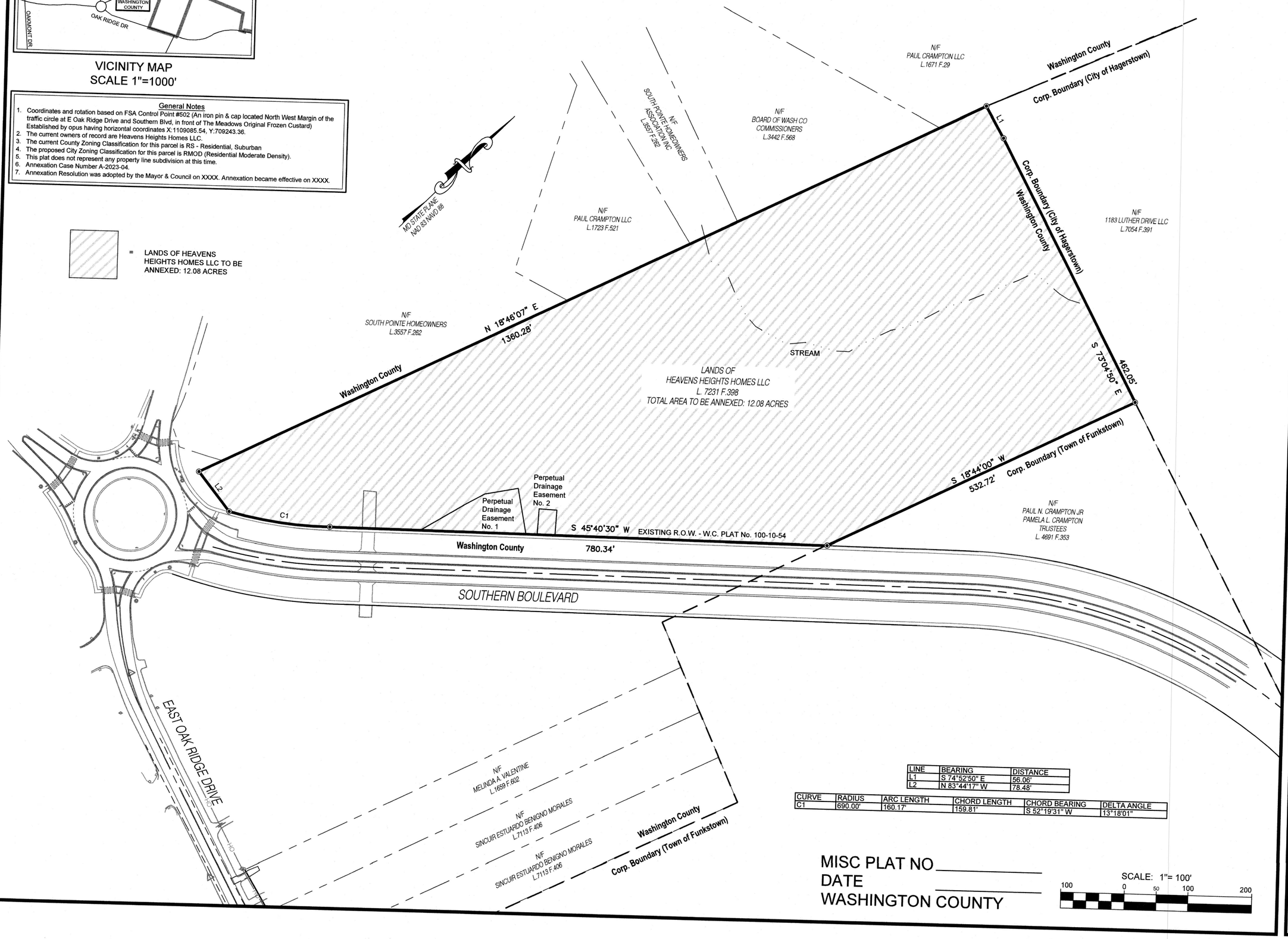
Mayor's Certificate

"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

= LANDS OF HEAVENS HEIGHTS HOMES LLC TO BE ANNEXED: 12.08 ACRES



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

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
FREDERICK, SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS
fsa-inc.com
15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7531
305 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111
20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.1007
128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650

© 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\DWGS\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

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 (Tax Map 49 Grid 23 Parcel 1207)

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.

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

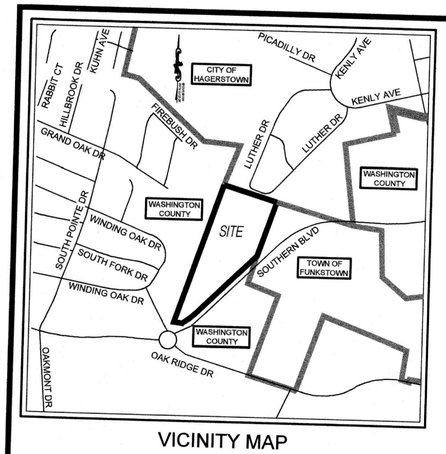
_____

Donna K. Spickler
City Clerk

_____

Tekesha Martinez
Mayor

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



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.

= LANDS OF HEAVENS HEIGHTS HOMES LLC TO BE ANNEXED: 12.08 ACRES

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

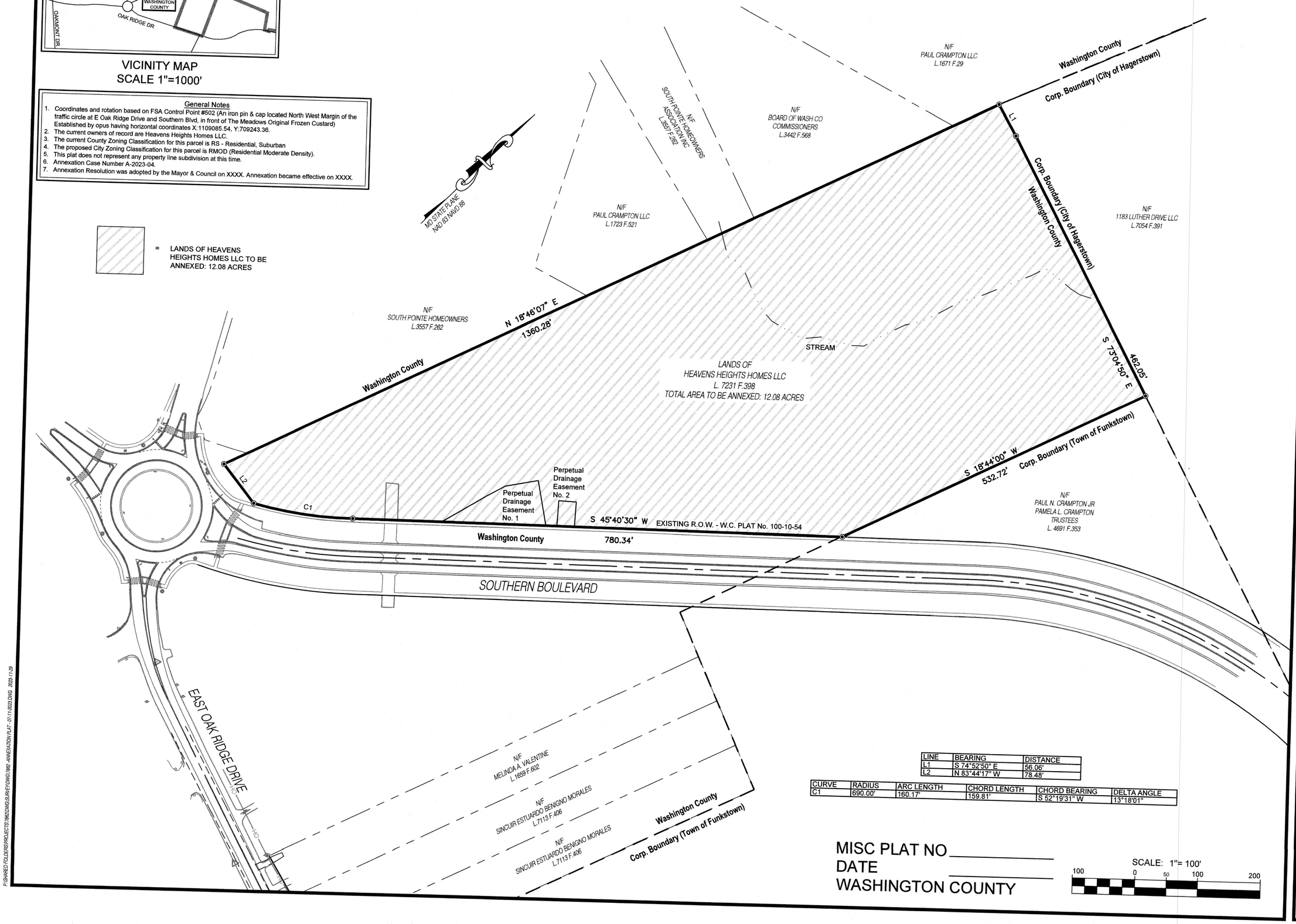
Professional Land Surveyor

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

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
FREDERICK, SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS
fsa-inc.com
128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650
20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.1007
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\DWGS\SURVEY\DWG\7862 -ANNEXATION PLAT - 07-11-2023.DWG 2023-11-29

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:

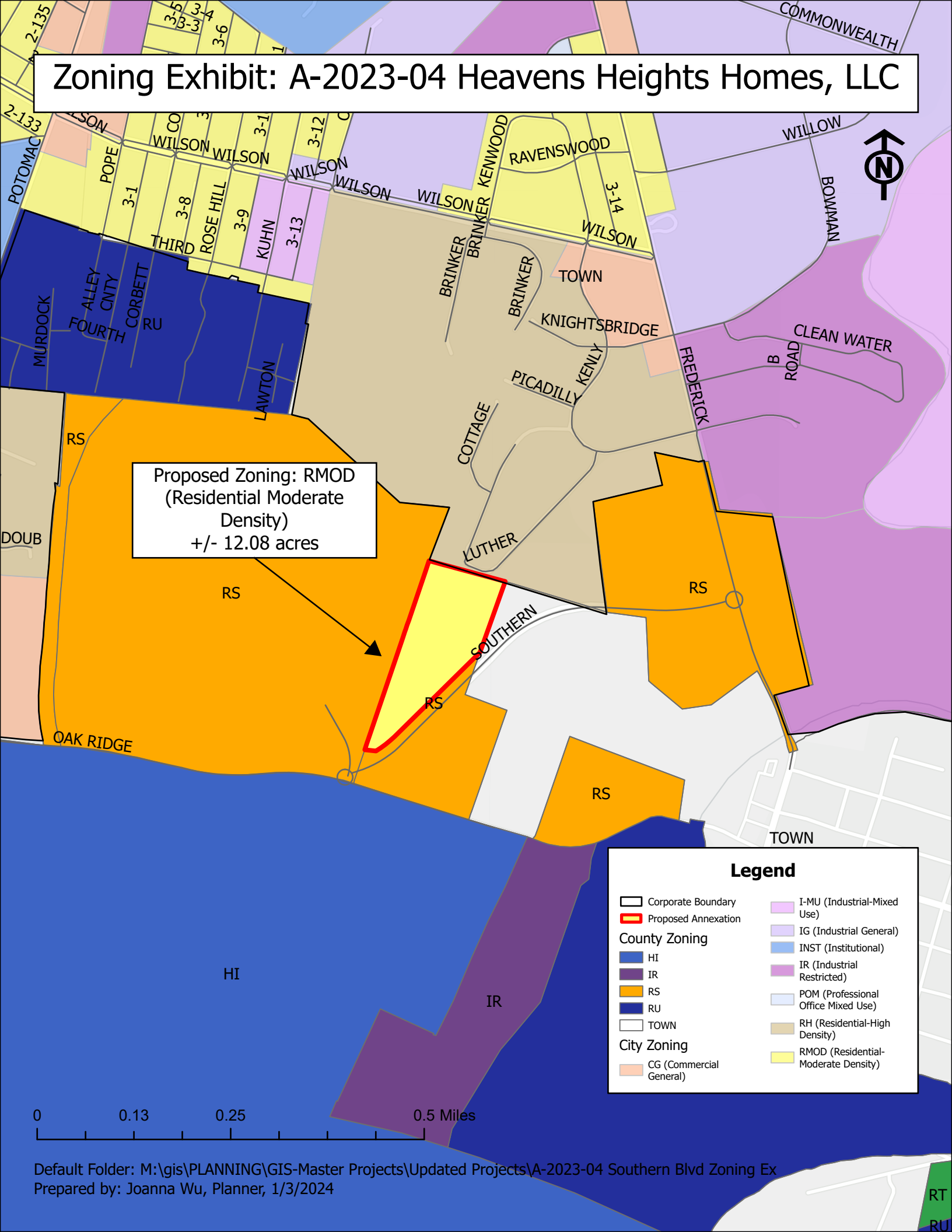
Beginning at an iron pin and cap located along the Northern right of way line of Southern Boulevard, said right of way line being at the roundabout intersection of Southern Boulevard with East Oak Ridge Drive and being further shown on Washington County right of way plat 100-10-54, thence leaving said 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



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

March 22, 2024

The Honorable Tekesha Martinez
The City of Hagerstown
1 E. Franklin St.
Hagerstown, MD 21740

Re: Hagerstown Annexation – Heaven Heights Homes LLC Case No. A-2023-04

Dear Mayor Martinez:

Thank you for providing the Maryland Department of Planning (MDP) with information pertaining to the Heavens Heights Homes LLC annexation. MDP has reviewed your submission and offers the following comments for consideration.

As you are aware, §4-416(b) of the Local Government Article specifies that the new zoning for the annexed land cannot be substantially different from the existing county zoning, without the express consent of the Washington County Commission. It is the Department's view that the proposed city zoning appears to not be substantially different from the current county zoning from a use perspective, as the proposed RMOD [Residential-Moderate Density District] allows similar residential and residential accessory uses to the existing county zoning of RS [Residential Suburban District]. The proposed city zoning also does not allow substantially higher density than the current county zoning, as the proposed city RMOD zoning district permits a single-family use on 7,500 square feet, while and the county RS zoning district permits single-family use on 10,000 square feet. MDP recommends that the city confer with Washington County to confirm that both the uses and density of the RMOD district are not substantially different than those of the RS district, as provided in §4-416 of the Local Government Article. Please see MDP's attached Annexation Review for further details of our analysis.

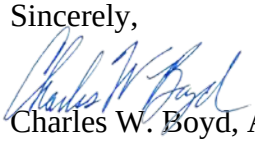
The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA). Based on MDP's review of the annexation, the proposed zoning, and the county's Water and Sewerage Master Plan, the subject property appears eligible to remain designated as a PFA upon annexation. The 2018 adopted visionHagerstown 2035 comprehensive plan (*visionHagerstown 2035*) notes this parcel as being in a "Medium Range Growth Area" as shown on Map 2-4 "Hagerstown Growth Boundaries." *visionHagerstown 2035* notes this parcel as being in a future annexation area. This parcel is classified as S-3 and W-3 in the 2009 Update of the Washington County Water and Sewerage Plan. Upon the effective date of this annexation resolution**,** and once MDP has received official notification of the annexation from the

Department of Legislative Services, MDP will confirm that no changes have occurred since our initial review and affirm the Municipal PFA eligibility of the property. If the City of Hagerstown does not want the annexation parcel to be considered for designation as a Municipal PFA, then the city should notify MDP prior to the effective date of the annexation.

Enclosed you will find important information concerning post annexation notification and participation in the Census Bureau's Boundary and Annexation Survey. The city should follow the appropriate procedures so that the annexed property is legally established as part of the incorporated municipality. To expedite MDP's updating of the PFA status, please send Korey Layman a copy of the notification transmitted to the Department of Legislative Services.

If you desire further assistance please contact regional planner, Korey Layman, at korey.layman@maryland.gov or (443)756-3933.

Sincerely,



Charles W. Boyd, AICP
Assistant Secretary of Planning Services

cc: Joanna Wu, Planner, City of Hagerstown
Jill Baker, Washington County Planning
Joe Griffiths, Manager Local Assistance and Training, MDP
Dave Cotton, Director, Western Maryland Regional Office, MDP
Joe Rogers, ARC Specialist-ARISE, MDP
Korey Layman, Western Maryland Regional Planner, MDP

Attachments: Maryland Department of Planning Annexation Review
Municipal Reporting Responsibilities Following Annexation
Municipal Charter or Annexation Resolution Reposition Form

Annexation Review
Heavens Heights Homes, LLC

Municipality	Hagerstown
Name of Annexation	Heavens Heights Homes, LLC
Resolution Number	A-2023-04
Size of Parcels	12.08 Acres
Is the property contiguous in accordance with Section 4-401?	Yes
Public Hearing Date	4/23/2024
Current County Zoning	RS (Residential Suburban)
Existing Density	4.3 du.acre

Purpose of the Current County Zoning District
RS (Residential Suburban) - The purpose of the RS district is to provide appropriate locations in the Urban and Town Growth Areas for single and two-family dwellings on moderately sized lots and limited community service type uses.

Permitted Use in the Current County Zoning District
Dwellings, single-family, two-family, and semi-detached, Conversion or alteration of a building existing at the time of the enactment of this Ordinance to accommodate two (2) or more families; Agriculture, including animal husbandry facilities, Places of worship, schools, and colleges, Buildings and properties of a cultural, civic, educational, social or community service-type, libraries, ponds, playgrounds, and community centers and their associated swimming pools, Mixed use developments.

Proposed Municipal Zoning
RMOD (Residential-Moderate Density District)

Purpose of the Proposed Municipal Zoning District
RMOD (Residential Moderate Density) - The purpose of the RMOD district is to provide areas for moderate-density residential development.

Permitted Use in the Proposed Municipal Zoning District
One dwelling, single-family, detached, per lot, subject to minimum lot requirements, One dwelling, two-family, per lot, subject to minimum lot requirements, One dwelling, single-family semi-detached, per lot, subject to minimum lot requirements, Dwelling, multi-family, Primary and secondary schools, public and private, Public parks, Religious sanctuaries.

Are the permitted uses in the proposed municipal zoning similar to those in the county zoning? Yes
The proposed municipal zoning classification appears to be consistent with the county zoning classification because the allowable uses for each zone are similar in nature. Both zones allow residential uses and uses accessory to residential development by right.

Is the permitted density in the proposed municipal zoning similar to density permitted in the county zoning? Yes
The proposed city zoning does not allow substantially higher density than the current county zoning, as the proposed city RMOD district permits a single-family use on 7,500 square feet, while and the county RS district permits single-family use on 10,000 square feet.

County waiver recommended? No
N/A

Issues of State interest:
N/A

Is the property in a Designated Growth Area? Yes
This area is mentioned as a future annexation area in the visionHagerstown 2035 Comprehensive Plan, Map 2-4: Hagerstown Growth Boundaries as being a potential annexation area. Map 2-4 Hagerstown Growth Boundaries shows this area as being in a Medium Range Growth Area (MRGA) for the city and is planned for future development.

Is the property eligible to become a Priority Funding Area? Yes

The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA). Based on MDP's review of the annexation, the proposed zoning, and the county's Water and Sewerage Master Plan, the subject property appears eligible to remain designated as a PFA upon annexation. The Hagerstown Comprehensive Plan notes this parcel as being in a future annexation area. This parcel is classified as S-3 and W-3 in the 2009 Update of the Washington County Water and Sewerage Plan. The 2009 Update of the Washington County Water and Sewer Plan Pages IV-42 through IV-43 defines S3 Priority (Programmed Service) as extensions of existing community sewerage systems which shall be permitted and encouraged. The applicant states the parcel will connect to existing water and sewer services.

Maryland Department of Planning Reviewer: joseph.rogers@maryland.gov

Date Submitted: 3/8/2024

Maryland
DEPARTMENT OF PLANNING

MUNICIPAL REPORTING RESPONSIBILITIES FOLLOWING ANNEXATION

State Municipal Reporting Responsibilities

There are state law municipal reporting responsibilities requiring the municipality to promptly submit certain information after an annexation is approved:

1. The Local Government Article, section § 4-414, Annotated Code of Maryland, requires that municipalities send a copy of the annexation resolution with the new boundaries to the Maryland Department of Legislative Services if an annexation is approved. Please copy the Maryland Department of Planning so that we are aware of the approved annexation boundaries.

   The copy of the annexation resolution, along with the Municipal Charter Or Annexation Resolution Reposition Form (below), with the new boundaries shall be sent within 10 days after the resolution takes effect to:

   State Department of Legislative Services
   Legislative Division
   90 State Circle
   Annapolis, Maryland 21401

2. State law requires that upon annexation approval, the chief executive and administrative officer of a municipality that has annexed property forward the annexation resolution and map with the new boundary to the local municipal clerk, Clerk of the Court in the county or counties in which the municipal corporation is located and, for those municipalities in Montgomery and Prince George's County, to the Maryland-National Capital Park and Planning Commission.

Census Bureau Boundary and Annexation Survey

To ensure that persons residing on annexed land are counted as part of the municipal population, the U.S. Census Bureau periodically mails to all municipal corporations a Boundary and Annexation Survey (BAS).

Following an annexation, no immediate action is required. The Census Bureau will notify the person who has been identified by the municipality as the contact person by mail and/or e-mail. Municipalities may submit boundary corrections or changes through the Bureau's free Partnership software. In the past, the U.S. Census Bureau mailed out the BAS survey on a varying schedule based on the population size of the incorporated town. The Mayor or other municipal officials must complete the BAS, update the maps and certify that the boundary shown reflects the legal corporate limits as of January 1 of the survey year. Boundary information must be returned to the Census Bureau by March 1st of the survey year to be properly recorded for the Census Bureau's annual population estimates and American Community Survey products.

The purpose of the Survey is to obtain the most accurate boundary information, including boundary changes due to annexations, detachments, mergers, or other reasons. These boundary changes are incorporated into the Census Bureau's files and used for tabulating Census data. The BAS information is used to provide an appropriate record for reporting the results of the decennial and economic censuses, and annual surveys such as the Population Estimates Program and the American Community Survey.

Maryland Department of Planning can assist municipalities in updating their boundary information. Questions regarding the Census Bureau's Boundary and Annexation Survey or assistance in submitting the BAS may be referred to Alfred Sundara at the Maryland Department of Planning at 410-767-4002 or alfred.sundara@maryland.gov.

Additional information about the Census Bureau's BAS program is available at the following link https://www.census.gov/programs-surveys/bas.html

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georgeanne Carter, Legislative Counsel
Municipal Resolution Reposition
Department of Legislative Services
90 State Circle
Annapolis, MD 21401-1991

_____ _____
Municipal Corporation County(ies)

_____
Name and Title of Official Submitting this Resolution

_____ _____
Address Phone

_____ _____
Date of Submitting this Resolution*

_____

_____ _____
Resolution Number Date Enacted by Legislative Body

_____
Effective Date**

1) *For an annexation resolution*, state the charter section (e.g., boundary description section, appendix) that is amended OR state the charter section (e.g., general powers section) pursuant to which the property is annexed . (*Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property*.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments_____.

2) Number of votes cast by the legislative body for and against this resolution.

3) Will this resolution be petitioned to referendum?

If "yes", date of the referendum election (if known)_____.

* *A resolution should be submitted to the Department of Legislative Services* ***10 days after the effective date*** *of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).*

DLS/9-14

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
March 5, 2024, March 12, 2024, March 19, 2024, and March 26, 2024

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Minutes.pdf	Motion - Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: April 23, 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 March 5, 2024, March 12, 2024, March 19, 2024, and March 26, 2024.

DATE OF PASSAGE: April 23, 2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mercedes Fire Hose Purchase - Witmer Public Safety Group, Inc. (Coatesville, PA) $ 38,821.32

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Fire_-_Fire_Hose.pdf	Signed Consent Form
Hose_2024_Memo.pdf	Memo Mercedes Fire Hose Purchase
Hose_Quote_Witmer.pdf	Mercedes Fire Hose Quote
Hose_2024_Consent.pdf	Consent Form Mercedes Fire Hose Purchase

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Mercedes Kraken Exo Fire Hose

Account No: ~~4512001~~ 0112001.5531 CIP Control No. ~~C0871~~

Budget Amount: $80,000.00 Account Balance: $80,000.00 Unbudgeted Amount: $0

Fiscal Year: FY25 Source of Funds: ~~Transfer Operating to CIP~~ Operating Bud - HFD

Quantity	Description	Value
66	Mercedes Kraken Exo Fire Hose 1.75" X 50' (yellow)	$ 15,741.00
30	Mercedes Kraken Exo Fire Hose 2" X 50' (green)	$ 8,595.30
30	Mercedes Kraken Exo Fire Hose 3" X 50' (tan)	$ 11,461.80
6	Mercedes Kraken Exo Fire Hose 2" X 100' (orange)	$ 3,023.22
	* Estimated delivery date is in FY25	
	TOTAL VALUE OF PROJECT	$ $ 38,821.32

ABOVE TO BE USED FOR: Replacing hose that failed during annual testing. This purchase will be utilzing FY25 funds ~~transferred~~ from the operating budget.

RECOMMENDED VENDOR:

Business Name: Witmer Public Safety Group, INC

Business Address: 101 Independence Way

City/State/Zip: Coatesville, PA 19320

Bid/Proposal/Quote No.: Montgomery Co. Contract 1114636 Sole Source? ~~X~~ 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.
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 Fire hose requires annual testing to ensure usefulness and reliability. During this year's testing cycle, multiple sections failed and are not repairable. By NFPA Standards for fire pumpers, we are required to carry a prescribed (footage) compliment of each size of hose on our fire apparatus.

Signature / Date

Signature / Date 04/11/2024

(2) Purchasing Agent

COMMENTS

Approve

Signature / Date 4/15/24

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in FY25 proposed budget to cover these needed items.

Signature / Date 4/15/24

(4) City Administrator

COMMENTS

Recommend Approval

Signature / Date 4/15/24

Witmer PUBLIC SAFETY GROUP, INC.

101 Independence Way
Coatesville, PA 19320
www.wpsginc.com
jshipley@thefirestore.com
(610) 857-8070

Quote

Quote#	QUO161291
Date	03/18/2024
Exp. Date	04/17/2024

Bill To:

Attn Russ Grim
City of Hagerstown
1 E Franklin St
Hagerstown MD 21740-4859
United States

Ship To:

Hagerstown Fire Department
25 W Church St
Hagerstown, MD 21740-4807
United States

Hose To Be Ordered At This Time

ID	Name	Terms	Sales Rep
10674	City of Hagerstown	Net 30	John Shipley

#	Item Name	Description	Quantity	Unit Price	Amount
1	Description	*MONTGOMERY CO. CONTRACT PRICING*		0.00	0.00
2	12517050ATY	Mercedes KrakenExo Fire Hose, 1.75" x 50' Permatek Yellow Consecutive Stencil Both Ends: HFD 175-001-24 THROUGH HFD 175-066-24	66	238.50	15,741.00
3	5128NH34RAGWO	Mercedes WAYOUT Gold Anodized Alum. Coupling 1 3/4" X 1 1/2" X 2 1/8" NH R/L	66	0.00	0.00
4	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 175-001-24 through 175-066-24	66	0.00	0.00
5	12520050ATG	Mercedes Kraken Exo Fire Hose, 2" x 50' Permatek Color Treated Green Consecutive Stencil Both Ends: HFD 200-001-24 through HFD 200-030-24	30	286.51	8,595.30
6	5128NH37RAGWO	Mercedes WAYOUT Gold Anodized Alum. Coupling 2" x 1-1/2" x 2- 5/16" NH RL	30	0.00	0.00
7	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 200-001-24 through 200-030-24	30	0.00	0.00
8	12530050ATT	Mercedes Kraken EXO Fire Hose, 3" X 50', Permatek Tan Consecutive Stencil Both Ends: HFD 300-001-24 through HFD 300-030-24	30	382.06	11,461.80
9	5140NH53RAGWO	Mercedes WAYOUT(Arrow) Gold Anodized Alum Coupling 2 1/2 x 3 5/16 NH R/L Price per Set for KrakenEXO	30	0.00	0.00
10	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1:	30	0.00	0.00

Witmer PUBLIC SAFETY GROUP, INC.

101 Independence Way
Coatesville, PA 19320
www.wpsginc.com
jshipley@thefirestore.com
(610) 857-8070

Quote

Quote#	QUO161291
Date	03/18/2024
Exp. Date	04/17/2024

#	Item Name	Description	Quantity	Unit Price	Amount
		300-001-24 through 300-030-24			
11	12520100ATO	Mercedes KrakenExo Fire Hose, Permatek 2" x 100', Orange Consecutive Stencil Both Ends: HFD 200-031-24 through HFD 200-036-24	6	503.87	3,023.22
12	5128NH37RAGWO	Mercedes WAYOUT Gold Anodized Alum. Coupling 2" x 1-1/2" x 2- 5/16" NH RL	6	0.00	0.00
13	80IDBAE	Mercedes IDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 200-031-24 through 200-036-24	6	0.00	0.00

ACCEPTANCE OF QUOTATION

The above prices,specifications, and conditions are satisfactory and are hereby accepted.

Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.

Quotation is valid until Apr 17,2024

Signature: _____ Date: _____

Subtotal:	38,821.32
Discount:	0.00
Tax Total:	0.00
Freight:	0.00
Total:	**38,821.32**

CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

April 11, 2024

TO: Scott Nicewarner, City Administrator

FROM: John DiBacco, Fire Chief

SUBJECT: Request to purchase Mercedes Kraken Exo Fire Hose

Staff requests that Mayor and Council approve the purchase of Mercedes Kraken Exo Fire Hose in various lengths to replace hose on Engine 1, Reserve Engine 1, and Reserve Engine 2. The hose will replace hose that was recently failed during annual hose testing. The engines are currently stocked with hose that is kept in reserve should damage or failure occur during normal operating procedures. The cost of the hose is $38,821.32.

This is a single source vendor for equipment compatibility with hose that is stocked on all HFD pumpers.

Thank you for your continued support and consideration of this time-sensitive request.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

CITY OF HAGERSTOWN, MARYLAND

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April 11, 2024

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Quote

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Date	03/18/2024
Exp. Date	04/17/2024

Bill To:

Attn Russ Grim
City of Hagerstown
1 E Franklin St
Hagerstown MD 21740-4859
United States

Ship To:

Hagerstown Fire Department
25 W Church St
Hagerstown, MD 21740-4807
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Subtotal:	38,821.32
Discount:	0.00
Tax Total:	0.00
Freight:	0.00
Total:	**38,821.32**

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Mercedes Kraken Exo Fire Hose

Account No: 4512001 CIP Control No. C0871

Budget Amount: $80,000.00 Account Balance: $80,000.00 Unbudgeted Amount: $0

Fiscal Year: FY25 Source of Funds: Transfer Operating to CIP

Quantity	Description	Value
66	Mercedes Kraken Exo Fire Hose 1.75" X 50' (yellow)	$ 15,741.00
30	Mercedes Kraken Exo Fire Hose 2" X 50' (green)	$ 8,595.30
30	Mercedes Kraken Exo Fire Hose 3" X 50' (tan)	$ 11,461.80
6	Mercedes Kraken Exo Fire Hose 2" X 100' (orange)	$ 3,023.22
	TOTAL VALUE OF PROJECT	$ $ 38,821.32

ABOVE TO BE USED FOR: Replacing hose that failed during annual testing. This purchase will be utilzing FY25 funds transferred from the operating budget.

RECOMMENDED VENDOR:

Business Name: Witmer Public Safety Group, INC

Business Address: 101 Independence Way

City/State/Zip: Coatesville, PA 19320

Bid/Proposal/Quote No.: Montgomery Co. Contract 1114636 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 Fire hose requires annual testing to ensure usefulness and reliability. During this year's testing cycle, multiple sections failed and are not repairable. By NFPA Standards for fire pumpers, we are required to carry a prescribed (footage) compliment of each size of hose on our fire apparatus.

Signature / Date

04/11/2024
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
MUNIS Utility Billing API Toolkit - Tyler Technologies (Dallas, TX) $ 18,924.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_MUNIS_Utility_Billing_API_Toolkit.pdf	MUNIS Utility Billing API Toolkit Consent Form

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 4/30/24 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: James R. Snyder

Account/Project Name: MUNIS Utility Billing API Toolkit

Account No: _____ CIP Control No. 4507200-5869-C0739

Budget Amount: $~~18,924.00~~ 0 Account Balance: $~~1,708,000.00~~ Unbudgeted Amount: $* (18,924)

Fiscal Year: FY24 Source of Funds: General Fund Contingency

Quantity	Description	Value
1	MUNIS Utility Billing Applications Programming Interface (API) Toolkit	$ 18,924.00
	- includes annual software license fees, project management, and	
	remote implementation by Tyler Technologies.	
	*Transfer funding from GF Contingency to cover this software request	
	TOTAL VALUE OF PROJECT	$ $ 18,924.00

ABOVE TO BE USED FOR: MUNIS UB API is needed to build applicable interfaces between Invoice Cloud software and the MUNIS Utility Billing module, which will allow for real-time processing of payments and customer updates.

RECOMMENDED VENDOR:

Business Name: Tyler Technologies

Business Address: PO Box 203556

City/State/Zip: Dallas, TX 75320-3556

Bid/Proposal/Quote No.: Hagerstown - ERP-UB API Toolkit Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
SOLE SOURCE	MUNIS is the city's financial system, and	
	Tyler Technologies supplies and	
	supports this software.	

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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	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 API will allow real-time connectivity between Invoice Cloud and MUNIS, allowing more up-to-date and accurate information in daily Utility Billing processing.

James R. Snyder Digitally signed by James R. Snyder Date: 2024.03.18 09:39:18 -04'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Karen Reese 4/12/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified to enhance online payment portal for customer service.

Michelle Hepburn 4/11/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/16/24

Signature / Date

Quoted By:	Steve Simmons
Quote Expiration:	09/08/24
Quote Name:	City of Hagerstown - ERP - UB API Toolkit

Sales Quotation For:

City of Hagerstown
Suite 3
1 E Franklin Street
Hagerstown MD 21740-4859

Shipping Address:

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Integrations					
Utility Billing API Toolkit	1	$ 11,103.00	24	$ 11,103.00	$ 2,221.00
TOTAL		**$ 11,103.00**	**24**	**$ 11,103.00**	**$ 2,221.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	$ 200.00	$ 0.00	$ 800.00	$ 0.00
Remote Implementation	24	$ 200.00	$ 0.00	$ 4,800.00	$ 0.00
TOTAL				**$ 5,600.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 11,103.00	$ 2,221.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 5,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 16,703.00**	**$ 2,221.00**
Contract Total	**$ 18,924.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Office 365 Annual License Renewal - vTech Solutions (Washington, DC) $ 95,135.04

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Office_365_Annual_License_Renewal.pdf	Office 365 Annual License Renewal

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 4/23/24 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: James R Snyder

Account/Project Name: Office 365 Annual License Renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $ ~~95,135.04~~ 682,982 Account Balance: $ ~~682,982.00~~ 305,342 Unbudgeted Amount: $ —

Fiscal Year: FY24 & FY25 Source of Funds: General Fund – IT operating Budget

Quantity	Description	Value
438	"G1" tier M365 licenses (annual renewal) - $110.88/license	$ 48,565.44
150	"G3" tier M365 licenses (annual renewal) - $255.02/license	$ 45,904.32
10	Azure Active Directory Premium P1 - GCC license - $72/license	$ 665.28
	(5/9/24 – 5/8/25)	
	TOTAL VALUE OF PROJECT	$ $ 95,135.04

ABOVE TO BE USED FOR: Annual licenses renewal for all M365 licensning for the City of Hagerstown Access is based upon a cloud-basaed, annual subscription model. Also gives access to all MS Officed products (i.e. Word, EXCEL, email, etc.)

RECOMMENDED VENDOR: Business Name: vTech Solutions

Business Address: 1100 H Street N.W. Suite 750

City/State/Zip: Washington, D.C. 20005

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Preferred Vendor	This was the vendor awarded the	
	contract for the M365 conversion in	
	2023. They continue to provide vendor	
	support to the city's M365	
	implementation.	

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 Annual licensing now required to continue access to M365 products and services. This annual license renewal will cover all of the city's software (both City and HPD implementations).

James R. Snyder Digitally signed by James R. Snyder Date: 2024.04.08 09:25:58 -04'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - contingent on updated W9.

Karen Reese 4/12/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this maintenance coverage crosses fiscal years. There is adequate funding in FY24 budget and included in Proposed FY25 for these costs.

Michelle Hepburn 4/11/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/16/24

Signature / Date

Quote for Renewal of Office 365 Licenses
City of Hagerstown

VTECH SOLUTION™
You Seek, We Deliver.

Contents

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2. Summary of Renewal quote..... 4
3. Disclaimer..... 5

1. About vTech Solution

vTech started focusing on Cybersecurity, and Cloud services with the launch of IT services on top of our professional services capabilities in 2010. Using our extensive experience managing program and project level support and expertise with professional services, we have developed a solid in-house custom project delivery team that helps SLED, Federal and commercial customers solve technology challenges.

Our team members are experts in their field and have deep experience in applying IT Solutions to a broad range of industries. Our primary focus is on bringing innovation and cost savings to the design of consultative, while real-world (and genuinely hands-on), IT business solutions for our corporate, government, and public sector clients.

vTech' s senior leadership has over twenty years of experience in IT physical and logical infrastructure design, cyber-security best practices, risk analysis and management, cloud technology, Federal Information Security Management Act (FISMA) compliances, and Federal Risk and Authorization Management Program (FedRAMP) governance. vTech' s team of subject matter experts (SMEs) have industry leading certifications such as; Project Management Professional (PMP), Microsoft Certified Professional (MCP), Certified Information Systems Security Professional (CISSP), Microsoft Private Cloud and other highly respectable certifications.

Recognitions and Accolades

Technology Partners

2. Summary of Services and Cost

Service	Office 365 licensing					
Service term	**5/9/2024 - 5/8/2025**					
Sr. #	**Service description**	**QTY**	**Unit cost – Annual**	**Unit MSRP**	**Total MSRP**	**Total Discounted**
1	Office 365 GCC G1	438	$ 110.88	$ 120.00	$ 52,560.00	$ 48,565.44
2	Office 365 GCC G3	180	$ 255.02	$ 276.00	$ 49,680.00	$ 45,904.32
3	Azure Active Directory Premium P1-GCC	10	$ 66.53	$ 72.00	$ 720.00	$ 665.28
					$ 102,960.00	$ 95,135.04

Note: Microsoft has increased the price by 10% from March 2024.

3. Disclaimer

This proposal is valid for a period of thirty (30) days from the date of delivery. This document is confidential and not to be shared with any third party. The Customer may propose alternatives to any of the assumptions contained within this proposal. However, based on such proposed alternatives, vTech reserves the right to reformulate otherwise agreed upon components of the proposal.

The descriptions of other companies' products in this document, if any, are provided only as a convenience to you. Any such references should not be considered an endorsement or support by vTech. vTech cannot guarantee their accuracy, and the products may change over time. Also, the descriptions are intended as brief highlights to aid understanding, rather than as thorough coverage. For authoritative descriptions of these products, please consult their respective manufacturers. All trademarks are the property of their respective companies.

Payment Term – Due on receipt.

Payment Method – ACH or Check

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
2 FARO Laser Scanners - Faro Technologies, Inc. (Lake Mary, FL) $ 105,561.74

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_FARO_Laser_Scanners.pdf	Signed Consent Form
CONSENT_FORM.pdf	CONSENT FORM
QUOTE.pdf	QUOTE
FARO.pdf	SOLE SOURCE LETTER

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): WMRCL

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: FARO Laser Scanner

Account No: 4510000 5833 G0509 CIP Control No. _____

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

Fiscal Year: 2024 Source of Funds: Grant Funded

Quantity	Description	Value
2	FARO Laser Scanners	$ 105,561.74
	,($49,948)	
	1 Scanner to be paid for from the Coverdell Grant and the balance	
	($55,613.74) to be reimbursed from the Narcotics Task Force DAG	
	Fund.	
	- Replacement of current scanners that are	
	compatible with existing software used.	
	TOTAL VALUE OF PROJECT	$ 105,561.74

ABOVE TO BE USED FOR: Replacement of existing laser scanners for the Western Maryland Regional Crime Lab.

RECOMMENDED VENDOR: Business Name: Faro Technologies, Inc. (V-3346)
Business Address: 250 Technology Park
City/State/Zip: Lake Mary, Florida 32746-7115

Bid/Proposal/Quote No.: 05990001 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 These scanners are needed for processing crime scenes throughout the county. Current scanners are at end of life and need replaced. Cowardale Grant + DAG funds will cover this purchase.

Chief Rowe 4/11/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fraser 4/15/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 4/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/15/24
Signature / Date

FARO

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Craig Cupach
Email: craig.cupach@faro.com
Sales Support: Jody Westfall
Contact Person: Jessica Shaffer

Quotation No: 02280535
Quotation Date: 11/14/2023
Expiration Date: 04/30/2024

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Free Carrier

Bill To:	**Ship To:**
Hagerstown Police Department 50 N Burhans Blvd Hagerstown,MD,21740 US	Hagerstown Police Department Hagerstown,United States 50 N Burhans Blvd Hagerstown,MD,21740 US

Notes:
Customer will trade in LLS071507718& LLS071507691

UNIT COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
LS9-HU	**FARO Focus Premium USA** Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	2	**$ 43,990.00**	**$ 79,534.00**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

FW-SCN-0010	**Focus Premium Range Extension 150m, POS** Focus Premium Range Extension 150m, Point of Sale	2	$ 10,090.00	$ 18,363.80
SV2-SCN-Y2	**FOCUS Premium Complete Care-Year 2** Complete care upgrade for Focus Premium scanners. Upgrades included 2 year manufacturer warranty to include an annual cleaing and calibration.	2	$ 1,910.00	$ 3,820.00
ACCS-PWR-0014	**3D_AC_LS_FocusS Battery Power Block** Power Block battery for Focus laser scanner and Freestyle.	2	$ 610.00	$ 1,220.00
ACCSS8032	**3D_AC_LS_Standard Carbon Fiber Tripod** Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	2	$ 1,300.00	$ 2,600.00

TR-SCN-POS	**Laser Scanner Tr. - FARO Fac. - Inc** Available only at point of FARO system sale. Includes training for 2 Trainees.	**2**	**$ 0.00**	**$ 0.00**
TR-SCN-POS	**Laser Scanner Tr. - FARO Fac. - Inc** Available only at point of FARO system sale. Includes training for 2 Trainees.	**2**	**$ 0.00**	**$ 0.00**

RECURRING COSTS

ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL

Total Unit Price:	**$ 115,800.00**
Total Recurring Costs:	**$ 0.00**
Total Discount:	-($ 10,262.20)
Sub Total:	$ 105,537.80
Shipping & Handling:	$ 23.94
Total Excluding Tax:	$ 105,561.74
Total Taxes:	$ 0.0
Total Due: (USD)	**$ 105,561.74**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____Print:_____
Title:_____Date:_____
Accounts Payable Name:_____Email:_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

FARO Technologies, Inc.
125 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234 Nasdaq: FARO
Fax: +1.407.333.4181 www.FARO.com

December 21, 2023

To Whom It May Concern,

FARO Technologies, Inc., a Florida corporation ("FARO") is the sole developer and manufacturer of the FARO Focus Laser Scanners, including the Focus Premium, Focus Core, FocusS and FocusM Laser Scanners, FARO Freestyle 2, FARO Orbis™, FARO ScanPlan, FARO Focus Thermal Covers, SCENE™ software, FARO Zone™ 3D and FARO Zone™ 2D software. FARO is also the sole provider of the software service, warranty, maintenance, annual calibration, and training programs associated with FARO Focus Laser Scanners, Freestyle 2, Orbis, ScanPlan, SCENE Software, and FARO Zone software. While some of the foregoing goods and services are offered through distributors, the origin of those goods and services remains from FARO.

FARO was founded in 1982 and is now a global organization. FARO is headquartered in Lake Mary, Florida. FARO's European regional headquarters is in Stuttgart, Germany, and FARO's Asia/Pacific regional headquarters is in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, and Japan.

FARO designs, develops, manufactures, markets, and supports software-driven 3D measurement and imaging solutions. FARO products permit high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. Customers also use FARO devices to inspect, plan, and document spaces or structures, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation and reconstruction, arson investigation, post-blast investigation, fire and security pre-planning, and augmented/virtual reality.

With a wide variety of features – including range, image quality, and capture speed – FARO's Focus Laser Scanners can reduce the effort involved in documenting, measuring, and analyzing forensic scenes. FARO has a patented process that uses digital hashing to secure data captured with the Focus Laser Scanners. The scanners automatically calculate a hash value, and the algorithm has been accepted as within the US Federal Rules of Evidence for hashing data submitted as evidence in court. Using the scan data in FARO software, distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely, and reliably. FARO Zone™ software merges the FARO Focus point cloud data into a simple to use program for full scene documentation, 2D and 3D diagrams, animations, crash, and crime scene reconstruction. FARO Zone 3D software also has the ability of converting photographs and videos into 3D point clouds through the in-software FotoPoints system. FotoPoint's photogrammetry and videogrammetry capabilities allows users to create 3D point clouds from images/videos collected with mobile devices like drones, smartphones, and cameras. This eliminates the need for third party software and cloud-based processing. These point clouds can be merged seamlessly with FARO Focus laser scanner data. FARO Zone 3D software is the only diagramming and forensics analysis software in the market that combines the creation of point clouds from drone and camera data with FARO Focus laser scanner data.

FARO customers use scan technology to get the right results in an age of limited resources. With hundreds of thousands of units sold worldwide, FARO products reliably measure success throughout the world. FARO's forensic customers include the federal government, various intelligence organizations, the U.S. military, and many state and municipal agencies.

Please feel free to contact us with any questions,

12/21/2023

Jeff Voyt
Market Manager, Public Safety Analytics
Jeff.Voyt@faro.com
+1 407.333.9911
FARO Technologies. Inc.
125 Technology Park
Lake Mary, Florida 32746

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): WMRCL

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: FARO Laser Scanner

Account No: 4510000 5833 G0509 CIP Control No. _____

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

Fiscal Year: 2024 Source of Funds: Grant Funded

Quantity	Description	Value
2	FARO Laser Scanners	$ 105,561.74
	1 Scanner to be paid for from the Coverdell Grant and the balance	
	($55,613.74) to be reimbursed from the Narcotics Task Force DAG	
	Fund.	
	TOTAL VALUE OF PROJECT	$ 105,561.74

ABOVE TO BE USED FOR: Replacement of existing laser scanners for the Western Maryland Regional Crime Lab.

RECOMMENDED VENDOR: Business Name: Faro Technologies, Inc. (V-3346)
Business Address: 125 Technology Park
City/State/Zip: Lake Mary, Florida 32746-7115

Bid/Proposal/Quote No.: 02280535 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.
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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 Current scanners are at the end of life and need replaced. The replacement scanner is compatible with the current software and secondary scanning device used by the lab. WMRCL personnel are already trained in operation of the devices and capabilities of the software. No downtime to transition.

Paul J. Kifer 4/12/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Craig Cupach
Email: craig.cupach@faro.com
Sales Support: Jody Westfall
Contact Person: Jessica Shaffer

Quotation No: 02280535
Quotation Date: 11/14/2023
Expiration Date: 04/30/2024

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Free Carrier

Bill To:	Ship To:
Hagerstown Police Department 50 N Burhans Blvd Hagerstown,MD,21740 US	Hagerstown Police Department Hagerstown,United States 50 N Burhans Blvd Hagerstown,MD,21740 US

Notes:
Customer will trade in LLS071507718& LLS071507691

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
LS9-HU	**FARO Focus Premium USA** Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	**2**	**$ 43,990.00**	**$ 79,534.00**

FW-SCN-0010	**Focus Premium Range Extension 150m, POS** Focus Premium Range Extension 150m, Point of Sale	**2**	**$ 10,090.00**	**$ 18,363.80**
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TR-SCN-POS	**Laser Scanner Tr. - FARO Fac. - Inc** Available only at point of FARO system sale. Includes training for 2 Trainees.	**2**	**$ 0.00**	**$ 0.00**
TR-SCN-POS	**Laser Scanner Tr. - FARO Fac. - Inc** Available only at point of FARO system sale. Includes training for 2 Trainees.	**2**	**$ 0.00**	**$ 0.00**

RECURRING COSTS

ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL

Total Unit Price:	**$ 115,800.00**
Total Recurring Costs:	**$ 0.00**
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Sub Total:	$ 105,537.80
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Total Excluding Tax:	$ 105,561.74
Total Taxes:	$ 0.0
Total Due: (USD)	**$ 105,561.74**

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ **Print:**_____
Title:_____ **Date:**_____
Accounts Payable Name:_____ **Email:**_____

Do you require a PO number to be referenced on the invoice ( ) No ( ) Yes - PO #:_____

FARO Technologies, Inc.
125 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234 Nasdaq: FARO
Fax: +1.407.333.4181 www.FARO.com

December 21, 2023

To Whom It May Concern,

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FARO was founded in 1982 and is now a global organization. FARO is headquartered in Lake Mary, Florida. FARO's European regional headquarters is in Stuttgart, Germany, and FARO's Asia/Pacific regional headquarters is in Singapore. FARO has other offices in the United States, Canada, Mexico, Brazil, Germany, the United Kingdom, France, Spain, Italy, Poland, Turkey, the Netherlands, Switzerland, India, China, Malaysia, Thailand, South Korea, and Japan.

FARO designs, develops, manufactures, markets, and supports software-driven 3D measurement and imaging solutions. FARO products permit high-precision 3D measurement, imaging, and comparison of parts and compound structures within production and quality assurance processes. Customers also use FARO devices to inspect, plan, and document spaces or structures, as well as for law enforcement, forensics, accident reconstruction, crime scene investigation and reconstruction, arson investigation, post-blast investigation, fire and security pre-planning, and augmented/virtual reality.

With a wide variety of features – including range, image quality, and capture speed – FARO's Focus Laser Scanners can reduce the effort involved in documenting, measuring, and analyzing forensic scenes. FARO has a patented process that uses digital hashing to secure data captured with the Focus Laser Scanners. The scanners automatically calculate a hash value, and the algorithm has been accepted as within the US Federal Rules of Evidence for hashing data submitted as evidence in court. Using the scan data in FARO software, distance dimensions, area and volume calculations, analysis, and documentation can be carried out quickly, precisely, and reliably. FARO Zone™ software merges the FARO Focus point cloud data into a simple to use program for full scene documentation, 2D and 3D diagrams, animations, crash, and crime scene reconstruction. FARO Zone 3D software also has the ability of converting photographs and videos into 3D point clouds through the in-software FotoPoints system. FotoPoint's photogrammetry and videogrammetry capabilities allows users to create 3D point clouds from images/videos collected with mobile devices like drones, smartphones, and cameras. This eliminates the need for third party software and cloud-based processing. These point clouds can be merged seamlessly with FARO Focus laser scanner data. FARO Zone 3D software is the only diagramming and forensics analysis software in the market that combines the creation of point clouds from drone and camera data with FARO Focus laser scanner data.

FARO customers use scan technology to get the right results in an age of limited resources. With hundreds of thousands of units sold worldwide, FARO products reliably measure success throughout the world. FARO's forensic customers include the federal government, various intelligence organizations, the U.S. military, and many state and municipal agencies.

Please feel free to contact us with any questions,

12/21/2023

Jeff Voyt
Market Manager, Public Safety Analytics
Jeff.Voyt@faro.com
+1 407.333.9911
FARO Technologies. Inc.
125 Technology Park
Lake Mary, Florida 32746

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Red Light Camera Charges - American Traffic Solutions (Mesa, AZ) $ 165,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_Red_Light_Camera_Charges.pdf	Signed Consent Form
Consent_Form.pdf	CONSENT FORM
RESOLUTION_AND_AGREEMENT.pdf	RESOLUTION AND AGREEMENT

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Red Camera Charges

Account No: 0110408 5329 CIP Control No. _____

Budget Amount: $ FY24 – 183,000 FY25 Proposed – $10,000 Account Balance: $ FY24 – $94,679 FY25 Prop. – 210,000 Unbudgeted Amount: $ —

Fiscal Year: 24 & 25 Source of Funds: Red Light Camera Revenue - GF HPD Operating Budget

Quantity	Description	Value
12	Monthly Red Light Camera Charges	$ 165,000.00
	TOTAL VALUE OF PROJECT	$ $ 165,000.00

ABOVE TO BE USED FOR: January, 2024 - December, 2024 red light camera charges.
This will cross fiscal years and cost $82,500 in FY24 and $82,500 in FY25.

RECOMMENDED VENDOR:

Business Name: American Traffic Solutions (#4117)
Business Address: 1150 N. Alma School Road
City/State/Zip: Mesa, Arizona 85201

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

OTHER VENDORS		
Firm	City/State	Total Amount
State Contract Pricing		

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 This is a budgeted cost for running the red light camera program and part of teh contract we hold with American Traffic Solutions.

Chief Paul C 4/11/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - contingent on updated W9.

Karen Reese 4/12/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in FY24 Approved budget and FY25 Proposed budget to cover the continuation of this contract.

Michelle Hepe 4/11/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/16/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Red Camera Charges

Account No: 0110408 5329 CIP Control No. _____

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

Fiscal Year: 24 & 25 Source of Funds: Red Light Camera Revenue - GF HPD Operating Budget

Quantity	Description	Value
12	Monthly Red Light Camera Charges	$ 165,000.00
	TOTAL VALUE OF PROJECT $	$ 165,000.00

ABOVE TO BE USED FOR: January, 2024 - December, 2024 red light camera charges.
This will cross fiscal years and cost $82,500 in FY24 and $82,500 in FY25.

RECOMMENDED VENDOR:

Business Name: American Traffic Solutions (#4117)
Business Address: 1150 N. Alma School Road
City/State/Zip: Mesa, Arizona 85201

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

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

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 This is a budgeted cost for running the red light camera program and part of teh contract we hold with American Traffic Solutions.

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

A RESOLUTION TO APPROVE THE EXECUTION AND DELIVERY OF AN AGREEMENT WITH AMERICAN TRAFFIC SOLUTIONS, INC. d/b/a VERRA MOBILITY FOR THE PURPOSES OF PROVIDING A DIGITAL RED LIGHT CAMERA SYSTEM AND RELATED OFFICE SERVICES

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-202.1 ("the Code") authorizes the use of traffic control signal monitoring systems ("Red Light Camera Systems"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that a Red Light Camera System be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, American Traffic Solutions, Inc. d/b/a Verra Mobility ("ATS"), a corporation organized and existing under the laws of the State of Kansas, installs, operates, and provides technical and other support services for Red Light Camera Systems in the State of Maryland;

WHEREAS, Howard County, Maryland ("Howard County") entered into a written agreement with ATS on or about February 8, 2024 for the provision of a Red Light Camera System in Howard County (the "Howard County Agreement"), after a competitive bid process. A redacted (to protect trade/proprietary confidential information of ATS) copy of the Howard County Agreement is attached hereto;

WHEREAS, Howard County can provide assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City through the City's membership and participation in the Regional Automated Enforcement Center ("RAEC");

WHEREAS, the City entered into a Memorandum of Understanding with Howard County on or about November 14, 2016 ("MOU"), which provides Howard County's assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City, and the City's use of the RAEC;

WHEREAS, Howard County does not require the City to enter into a new memorandum of understanding at this time in order to continue to receive the benefits of the MOU and the Howard County Agreement;

R-24-16

WHEREAS, on or about November 17, 2016, the City entered into an agreement with ATS ("the ATS Agreement") which provided for the benefits of Howard County Agreement. The ATS Agreement (and its various one-year extensions) expired on or about February 7, 2024, but ATS has agreed to honor the terms of said Agreement until the City and ATS enter into a new agreement, so long as the new agreement is effective on or before April 1, 2024;

WHEREAS, the City and ATS wish to enter into a new agreement which shall be effective from April 1, 2024 until December 31, 2024. The new agreement shall provide the City with the benefits of the Howard County Agreement; and

WHEREAS, attached hereto and incorporated herein is an Agreement between the City and ATS to secure ATS's assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City ("2024 ATS Agreement"). The 2024 ATS Agreement is effective for beginning on April 1, 2024 and ending on December 31, 2024, subject to rights of termination by either party as set forth in Howard County Agreement.

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 execute the 2024 Agreement between the City and ATS, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler
Donna K. Spickler, City Clerk

Date of Introduction: March 26, 2024
Date of Passage: March 26, 2024
Effective Date: March 26, 2024

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By: Tekesha Martinez
Tekesha Martinez, Mayor

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

R-24-16

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of the date of final execution hereof and effective (the "Effective Date") concurrently with that certain agreement entered into between American Traffic Solutions, Inc. ("ATS") and Howard County, Maryland (the "County") dated February 8, 2024 (the "Howard County Agreement"). This Agreement is entered into by and between the City of Hagerstown, a municipal corporation of the State of Maryland ("Municipality"), and American Traffic Solutions, Inc., doing business as Verra Mobility, ("Verra Mobility").

WHEREAS, Verra Mobility has entered into the Howard County Agreement which provides for Verra Mobility and its agents and subcontractors to provide certain systems and services related to the County's enforcement of traffic laws and ordinances, as further specified in the Howard County Agreement (collectively, the "Services"); and

WHEREAS, the Municipality and the County have entered into a Memorandum of Understanding ("MOU") regarding the operations and implementation of the Regional Automated Enforcement Center ("RAEC") Program; and

WHEREAS, the Municipality desires Verra Mobility to provide Services to the Municipality subject to the terms and conditions contained in the County Agreement and the provisions herein; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Howard County Agreement and in this Agreement, the parties hereto agree as follows:

1. Services. The parties agree that Verra Mobility will provide the Services to the Municipality pursuant to the terms and conditions of the Howard County Agreement.

2. Pricing and Billing. Pricing and invoicing shall be as set forth in the Howard County Agreement.

3. Term and Termination. This Agreement shall begin on the Effective Date. This Agreement shall terminate concurrently with the termination of the Howard County Agreement or upon the termination or expiration of the MOU.

4. Incorporations. Verra Mobility agrees to provide to the Municipality all of the options, rights, protections, entitlements, and indemnities afforded to the County in the Howard County Agreement, with the exception of Howard County Code Section 4.122.

5. Notice. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified, return receipt, overnight carrier, or hand delivered to the following address and individual or such other address and/or such other individual a party may identify as a writing to the other party:

R-24-160

For the Municipality: Hagerstown, City Administrator
Room 202
One Franklin Street
Hagerstown, MD 21740

For ATS: American Traffic Solutions, Inc.
1150 N. Alma School Rd.
Mesa, AZ 85201
Attn: Legal Department

6. Miscellaneous. This Agreement and any disputes relating thereto shall be governed under and construed according to the laws of the State of Maryland without regard to choice of law rules. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____ 3/28/2024
Name Date
Title

CITY OF HAGERSTOWN

By: _____ 3/26/2024
Mayor Date

ATTEST:

By: _____ 3/26/2024
City Clerk Date

R-24-16

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Ice Rink Chiller Repairs - Kelly HVAC (Upper Marlboro, MD) $ 40,006.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Ice_Rink_Chiller_Repairs.pdf	Ice Rink Chiller Repairs

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Hagerstown Ice Rink - Maintenance & Repair Buildings and Structures

Account No: 0140001-5372 CIP Control No. _____

Budget Amount: $1,300 Account Balance: $1,300 Unbudgeted Amount: $($-38,706)

Fiscal Year: 24 Source of Funds: *General Fund; GF Bud. Contingency; Contribute by Others

Quantity	Description	Value
1	Ice Rink Chiller Repairs - Refrigeration Restriction/Blockage	$ 26,900.00
1	Ice Rink Chiller Repairs - Replace Oil Line Return, Recharge System	$ 13,106.00
	*General Fund Budget Contingnecy $28,704 and Contributions by	
	others $10,002.	
	TOTAL VALUE OF PROJECT	$ $ 40,006.00

ABOVE TO BE USED FOR: Repair of restriction/blockage of refrigerant lines under the ice that caused soft ice (puddling) which is dangerous to skaters. Staff is not qualified to make repairs. Additional work was discovered by Kelly HVAC during the repairs. Repairs to this 25+ year old system require speciality services. Work has occurred under emergency approval and has been completed.

RECOMMENDED VENDOR:

Business Name: Kelly HVAC

Business Address: 8431 Old Marlboro Pike

City/State/Zip: Upper Marlboro, MD 20772

Bid/Proposal/Quote No.: 24-151; 24-511 Revision 1 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 The ice rink operating group, HIAAA, is responsible for 25% of the repair costs as defined in their user agreement. The City will seek reimbursement for their portion. Staff is requesting an additional 10% contingency funding for this project if needed.

EB Dh 4/10/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fraser 4/11/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this repair is necessary for Ice Rink operations. Adequate funding has been identified to cover the City's 75% portion of total cost.

Michelle Hepburn 4/11/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/12/24
Signature / Date

KELLY HVAC, INC.

March 27, 2024

Mr. Mark Haddock
City of Hagerstown
351 N. Cleveland Ave.
Hagerstown, MD 21740
301-739-8577

Quote: # 24-151

RE: Ice Rink Chiller – Hagerstown Ice Rink

Dear: Mark,

Kelly HVAC Inc. is pleased to offer this proposal for Labor, Equipment, and Materials to locate the restriction / blockage in the ice rink area. Included in this price is:

OPTION # 1: Two (2) Techs for Three (3) Days:

1. Locate restriction / blockage in the piping located in the Ice Rink Area.
2. **Any additional Labor and Material Needed above this proposal pricing will be charges as Time & Material.**

The cost for this project: **$ 21,940.00**
(Twenty-one thousand nine hundred forty dollars and no cents)

Initials _____

OPTION # 2: Two (2) Techs for Five (5) Days:

1. Locate restriction / blockage in the piping located in the Ice Rink Area.
2. **Any additional Labor and Material Needed above this proposal pricing will be charges as Time & Material.**

The cost for this project: **$ 26,900.00**
(Twenty-six thousand nine hundred dollars and no cents)

Initials EBD

Exclusions and Clarifications:

1. All cutting, patching and/or painting will be completed by others.
2. All work to be performed during normal working hours.
3. All labor incurred other than normal business hours will be charged at an additional rate.
4. All holiday and overtime hours will be at an additional charge.
5. This Proposal and Agreement are subject to and incorporate all Kelly HVAC Inc, Terms and Conditions.
6. This proposal is valid for thirty days from the date of this letter.
7. All equipment, materials and labor provided and installed by Kelly HVAC, Inc. are warranted for one (1) year.

Please return a signed copy of this proposal/agreement to Kelly HVAC Inc. to signify your acceptance of this Agreement. Thank you for considering ***Kelly HVAC Inc.***

Sincerely,

Christopher F. Kelly, Sr.

Christopher F. Kelly, Sr.
President

EBD
ERIC B. DEIKE
PUBLIC WORKS DIRECTOR

Accepted:

Mark Haddock
City of Hagerstown

MD Office: 8431 Old Marlboro Pike, Upper Marlboro, MD 20772
Phone: 301-736-6585 Fax: 301-736-3114
www.kellyhvac.com

KELLY HVAC, INC.

April 3, 2024

Mr. Mark Haddock
City of Hagerstown
351 N. Cleveland Ave.
Hagerstown, MD 21740
301-739-8577

Quote: # 24-151/Revision 1

RE: Ice Rink Chiller Additional Work – Hagerstown Ice Rink

Dear: Mark,

Kelly HVAC Inc. is pleased to offer this proposal for Labor, Equipment, and Materials to replace oil return hose and recharge system with 6,830 lbs of recovered R410A. Included in this price is:

Two (2) Techs for Three (3) Days:

1. Purchase and Replace oil return hose
2. Recharge system with 6,830 lbs of recovered R22 on site.
3. Pricing includes assistance from recovery subcontractor.
4. **Any additional Labor and Material Needed above this proposal pricing will be charges as Time & Material.**

The cost for this project: **$ 13,106.00**
(Thirteen thousand one hundred six dollars and no cents)

Exclusions and Clarifications:

1. All cutting, patching and/or painting will be completed by others.
2. All work to be performed during normal working hours.
3. All labor incurred other than normal business hours will be charged at an additional rate.
4. All holiday and overtime hours will be at an additional charge.
5. This Proposal and Agreement are subject to and incorporate all Kelly HVAC Inc, Terms and Conditions.
6. This proposal is valid for thirty days from the date of this letter.
7. All equipment, materials and labor provided and installed by Kelly HVAC, Inc. are warranted for one (1) year.
8. **OIL FILTER REPLACEMENT NOT INCLUDED IN THIS PRICING. OIL FILTER NEEDS TO BE ORDERED AND WILL DELAY COMPLETION OF THIS WORK.**

Please return a signed copy of this proposal/agreement to Kelly HVAC Inc. to signify your acceptance of this Agreement. Thank you for considering ***Kelly HVAC Inc.***

Sincerely.

Christopher F. Kelly, Jr.

Christopher F. Kelly, Jr.
Vice President of Operations

Accepted:

Mark Haddock
City of Hagerstown

ERIK DEIKE
PUBLIC WORKS DIRECTOR

MD Office: 8431 Old Marlboro Pike, Upper Marlboro, MD 20772
Phone: 301-736-6585 Fax: 301-736-3114
www.kellyhvac.com

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Windcave EMV Credit Card Readers - Hub Parking Technology USA, Inc. (Warrendale, PA) $ 22,364.55

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_WIndcave_Credit_Card_Readers.pdf	EMV Credit Card Readers

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Maintenance/Repair - Machinery and Equipment

Account No: 5674011-5376; 5674012-5376 CIP Control No. _____

Budget Amount: $4,000 Account Balance: $3,865 Unbudgeted Amount: $(-$18,499.55)

Fiscal Year: 24 Source of Funds: Parking Funds

Quantity	Description	Value
5	Windcave EMV Inseret and Contactless Credit Card Readers Installed	$ 22,364.55
	TOTAL VALUE OF PROJECT $	$ 22,364.55

ABOVE TO BE USED FOR: New credit card readers for the University District Parking Deck and the Arts & Entertainment Parking Deck. Existing CC readers are aging out. New CC readers will allow for "tap to pay" which is currently not available.

RECOMMENDED VENDOR:

Business Name: Hub Parking Technology USA, Inc.

Business Address: 761 Commonwealth Drive

City/State/Zip: Warrendale, PA 15086

Bid/Proposal/Quote No.: QTF-9884-A Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
NOTE Sole Source: This is not a	sole source but a preferred vendor. Hub	
Parking Technology must modify	their equipment for the new credit card	
readers to fit their existing equipme	nt. Credit card readers can be purchased	
from a variety of vendors.		

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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	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 Parking Fund has enough cash to cover the overage in cost for these accounts.

EB 4/7/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Free 4/11/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approved - required upgrades needed for Parking software. Costs to be absorbed across the fund or reserves.

Michelle A. Hepburn 4/10/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/16/24
Signature / Date

CITY OF HAGERSTOWN

City Of Hagerstown EMV Readers University and AE Decks 3-28-24

Quote Number: **QTF-9884-A**
Date: **March 28, 2024**

Frank Fieni
Regional Account Manager
+1 (844) 482-7275 X5900
frank.fieni@hubparking.com

HUB Parking Technology
a Business Unit of the FAAC Group

HUB Parking Technology USA, Inc.
761 COMMONWEALTH DRIVE
WARRENDALE, PA 15086
www.hubparking.com

QTF-9884-A Quote Details

Sold To	Ship To	Bill To
CITY OF HAGERSTOWN 51 WEST MEMORIAL BLVD HAGERSTOWN, MD 21740 US Account Code: 71392	CITY OF HAGERSTOWN - A&E GARAGE 25 RENAISSANCE WAY HAGERSTOWN, MD 21740 US Account Code: 931050	CITY OF HAGERSTOWN 51 WEST MEMORIAL BLVD HAGERSTOWN, MD 21740 US Account Code: 71392

Billing Terms	Payment Terms	Valid Through
Upon Completion	Net 30 Days	April 30, 2024

NOTES: State sales tax will be added to the invoice. Firewall and internet connection for EMV processing will be by the owner. Any network cable required is not included. Assumed to be in place.

Solution Summary

Product	Quantity	Price (USD)
Windcave EMV Inseret and Contactless Readers	5	
110.G90292 EMV Metal Plate	5	
DP5X00 OVERLAY	3	
DP7001M/7200 OVERLAY STANDARD COLOR	2	
Network Devices	5	
Software Upgrade	1	
Installation and Configuration	5	
Freight	1	
THE PRICE		**22,364.55**

Shipping Terms	Taxes
FOB HUB Parking - Columbus	excluded

APPROVED

Authorized Signature Date

Name Title

APPROVED

Authorized Signature Date

Name Title

TERMS AND CONDITIONS

These terms and conditions ("T&C's") apply to the sale and licensing of the hardware and related software (collectively, "Equipment") identified on this price quote ("Quote") issued by HUB Parking Technology USA, Inc. ("HUB" or "HUB Parking") to the buyer identified in the Quote ("Buyer").

1. Application of Terms and Conditions. Any purchase order issued by Buyer ("PO") shall be consistent with these T&C's and shall be firm and not subject to cancelation, suspension or modification by Buyer. All sales and licensing of Equipment shall be governed solely and exclusively by these T&C's. Buyer is hereby deemed to accept these T&C's and to waive its own general terms and conditions of purchase, whether set forth in a PO or any other document issued or referenced by Buyer (collectively, "Buyer Documentation"). In the event of any conflict between these T&C's and those set forth in any Buyer Documentation, the former shall control. No modification or supplementation of, or addition to, these T&C's shall result from the issuance, receipt, acknowledgment or acceptance by HUB of any Buyer Documentation or otherwise.

2. Pricing. The pricing set forth in this Quote is valid for sixty (60) days from this date. Project cancellation for any reason after acceptance of this Quote may be subject to 25% restocking fee for Equipment components or devices. Payment terms are 50% due for orders, 40% due at delivery and 10% after final installation. All invoices issued by HUB shall be paid within thirty (30) days from the invoice date.

3. Warranties; Limitation of Liability. HUB warrants the Equipment to be free from defects in materials and workmanship for a period of one (1) year following the date of final installation. HUB agrees to repair or replace, at HUB's expense, any defective Equipment for one (1) year from date of final installation. Evidence of vandalism, unauthorized modifications, and connections to improper power source will void this warranty. This warranty extends only to the original purchase, and does not cover replacements. In case of failure due to defective material or workmanship during the one (1) year warranty period, the Equipment will be repaired or replaced at no charge. There is no provision in this warranty for labor outside HUB and HUB's obligation under this warranty is limited to servicing and replacing defective parts or workmanship. HUB MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HUB BE LIABLE FOR LOSS OF PROFITS, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT. OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS QUOTE OR THE USE OR PERFORMANCE OF THE EQUIPMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT HUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Software License. Any and all software embedded in any hardware included among the Equipment, or that otherwise forms part of the Equipment, is licensed and not sold to Buyer. Buyer shall not attempt to reverse engineer or decompile any such software.

5. Indemnification. Buyer agrees to indemnify, defend and hold harmless HUB from and against any and all damages, claims, liability, costs, losses and expenses (including attorneys' fees) that HUB may incur to the extent caused by any misconduct, unlawful activity or negligent act or omission of Buyer or Buyer's failure to perform any acts agreed upon by the parties in connection with this Quote.

6. General. The Quote and these T&C's shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without application of any choice of law rules. The parties consent to the jurisdiction of the state and federal courts of the State of Pennsylvania. If any provision of these T&C's is deemed invalid or unenforceable, such provision shall be modified to the extent necessary to render it valid and enforceable. If such modification is not possible, the provision in question shall be deemed stricken and the remainder of these T&C's shall continue in full force and effect. Buyer shall not assign or delegate any of its rights or obligations arising under the Quote or the T&C's, and any such purported assignment or delegation shall be void. Except for a failure to make payments when due, neither party shall be liable for any delay in performance or any failure to perform any obligation hereunder which arises from any contingency beyond that party's reasonable control, including, but not limited to, acts of God, governmental orders or restrictions, war, threat of war, riot, strikes, fires, floods, transportation delays, product shortages or any failure of delivery by suppliers, whether such contingency was known or contemplated to be possible at the time the Quote is made. If any such contingency arises and continues for a period of more than sixty (60) days, then either party may terminate the Quote. Any notice or demand permitted or required hereunder shall be deemed made or given (i) seven (7) days after deposit in the postal system with first class airmail postage prepaid, (ii) four (4) days after delivery to a reputable international courier service, addressed to a party at its address set forth in the Quote, or such other address as such party may give by written notice hereunder, or (iii) when delivered electronically to a valid email address with receipt acknowledgment. The Quote and these T&C's supersede all prior agreements, arrangements and understanding relating to the subject matter of the Quote, and sets forth the parties' entire agreement and understanding in respect of the transaction contemplated hereunder. Provisions of the Quote or of these T&C's may be waived, amended or canceled only by a document signed by both parties.

7. Installation Services. Subject to the terms of the Purchase Order these Installation Services Terms, HUB shall install the hardware and/or software listed in the attached Purchase Order (collectively, the "Equipment"). After delivery to the Installation Site, HUB shall install the Equipment as set forth in the Project Plan and bring it to operational status in accordance with its documentation and any other specifications or acceptance criteria as expressly set forth in the Purchase Order.

8 Buyer Responsibilities. Buyer shall: (i) timely obtain and maintain, at its own cost and expense, all applicable building, architectural and any other regulatory and private permits that are required in connection with the Installation Services and operation of the Equipment; (ii) provide HUB, in a timely fashion, with all information reasonably required for the performance of the Installation Services, and Buyer agrees that all such information shall be accurate and that HUB may rely on the accuracy of such information in providing the Installation Services; (iii) provide HUB with reasonable access, and assure reasonable rights of ingress and egress, to Buyer's premises as necessary for the performance of the Installation Services; (iv) cooperate fully with HUB in HUB's provision of the Installation Services; (v) provide adequate resources to participate in or facilitate the performance of the Installation Services; (vi) participate in any training sessions that HUB, in its reasonable discretion, deems necessary; (vii) timely participate in any meetings for which the Project Plan provides or that HUB, in its reasonable discretion, deems necessary and make Buyer's personnel readily available for such meetings; (viii) assign personnel with relevant training and experience to work in consultation with HUB's personnel to execute the Purchase Order; (ix) diligently perform any task assigned to Buyer in the Purchase Order in a diligent and professional manner in accordance with any related provisions set forth in the Project Plan; and (x) preserve, safeguard, and maintain any equipment or other deliverables or property brought onto the Installation Site by HUB in connection with, or otherwise during, the performance of the Installation Services (collectively, the "Property"). If any loss, damage, theft or destruction occurs to the Property during the Installation Services, except as a result of HUB's negligence or other misconduct, Buyer shall promptly repair or replace, at Buyer's sole cost and expense and to HUB's reasonable satisfaction, the affected Property.

If Buyer contracts HUB to perform rate changes in the system, any rate changes to the system must be tested for accuracy by Buyer to ensure that the desired effect has been achieved by the parking system operator. This testing is accomplished by Buyer auditing each transaction to ensure that revenue collected is in accordance with the facility's intended rate structures, included but not limited to, default, early bird, night, weekend, multiple day, and validated rates. Immediately following a rate change it is agreed that Buyer will perform a complete audit of all rates to ensure interpretation of the requested change and its technical accuracy. This audit should also ensure that all rate structures in the system are in accordance with the locations signage, owner expectations, and patron expectations.

9 PCI Responsibilities. HUB represents and warrants that its PARC's Revenue Control Software version(s) listed on the PCI Security Standards web site (www.pcisecuritystandards.org) is in compliance with all applicable PA-DSS requirements as they existed on the date of certification posted on the web site. This is in the form of an Attestation of Validation (AOV) and HUB is responsible for maintaining this validation. Certification will expire on the expiry date listed on the web site. Additionally, HUB is a Level 2 service provider and uses an isolated network to provide software support to our Buyers. HUB is PCI-DSS compliant, and has an Attestation of Compliance (AOC) as proof of this compliance.

Buyer is responsible for developing and maintaining business practices to ensure that HUB Parking Products are used in accordance with the requirements specified by its business' Qualified Security Assessor. Buyer is responsible for achieving and maintaining PCI-DSS compliance relevant to its business. The scope of achieving system wide PCI-DSS validation extends beyond the AOV and AOC HUB provides. As HUB is not the Merchant of Record for a parking system, HUB will not own the process of obtaining a Report on Compliance (ROC) for a parking system. Further, HUB does not assume ownership of the network and does not provide penetration or scanning services.

If the Buyer is currently on a version of PARCs software which is not listed on the PCI Security Standards website as PA-DSS certified or a version which is scheduled for expiration, it is the sole responsibility of the Buyer to make arrangements with HUB to implement a PA-DSS compliant version of the PARCs software. Any costs associated with upgrades to a PA-DSS compliant version of PARCS are not included with this Agreement. HUB DOES NOT WARRANT, AND SHALL HAVE NO RESPONSIBILITY FOR BUYER'S MISUSE OF HUB SOFTWARE OR HARDWARE OR BUYER'S FAILURE TO MAINTAIN PCI-DSS COMPLIANCE.

BY EXECUTION BELOW, THE SIGNATORY REPRESENTS AND WARRANTS THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE-REFERENCED TERMS ON BEHALF OF THEIR RESPECTIVE PARTY AS OF THE EFFECTIVE DATE.

Buyer:_____	HUB PARKING TECHNOLOGY USA,Inc.
By:_____	By: _____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Dumpster Service in the Parks, Golf Course, and Pool - Republic Services, Inc. (BFI Waste Services, LLC) (Hagerstown, MD) $ 26,503.96

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Dumpster_Service.pdf	Dumpster Services

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Dumpster Service in the Parks

Account No: 0145000, 0140202,5774001-5325 CIP Control No. _____

Budget Amount: $22,900 Account Balance: $9,164 Unbudgeted Amount: *$($17,340)

Fiscal Year: 24 Source of Funds: General Fund, Golf Fund, Pool Fund

Quantity	Description	Value
1	Dumpster Service in the Parks, Golf Course, and Pool	$ 26,503.96
	TOTAL VALUE OF PROJECT $	$ 26,503.96

*This cost crosses fiscal years. There is sufficient funding FY24 to cover & proposed FY25 covers remaining

ABOVE TO BE USED FOR: Dumpster services in the Parks, golf course, and pool. This contract overlaps fiscal years beginning on April 1 of each year. FY25 operating budget, once approved, will cover the current Unbudgeted Amount.

RECOMMENDED VENDOR:

Business Name: Republic Services, Inc. (BFI Waste Services, LLC)

Business Address: 11710 Greencastle Pike

City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: RFP-19-DS-08 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
NOTE: 2019 Bid Amounts		
Republic Services	Hagerstown, MD	$15,370.00/YR
Waste Management	Bel Air, MD	$18,929.39/YR

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 Dumpster services bid in 2019 for a 6-year contract. Cost has escalated as allowed by contract and according to the Consumer Price Index. Cost in final year of contract now exceeds $25,000. Council approval is now required.

ERD 4/7/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Frew 4/11/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approved - there is adequate funding across 2 fiscal years & multiple areas for this service.

Michelle Hepburn 4/10/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/10/24
Signature / Date

CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

February 1, 2019

TO: Contractors/Bidders

FROM: Rodney A. Tissue, P.E.

Re: **Request for Proposals: Dumpster Service in the Parks**
Contract RFP-19-DS-08

The City is seeking bids for furnishing and servicing dumpsters at approximately nine (9) locations in the parks of the City as outlined herein. Please provide UNIT RATE prices on the proposal that is included.

Please complete and submit the attached proposal form in a sealed envelope. Proposals are due on **Thursday, February 28, 2019 at 11:00AM in the Office of the City Clerk,** 2nd floor City Hall, 1 East Franklin Street, Hagerstown, MD 21740.

A brief description of each service pay item is as follows:

- Collection Fee: Provide a unit price for EACH time a dumpster is collected from or serviced. This unit price shall include the complete cost of performing all work, furnishing all equipment and labor and disposing of all solid waste, and any or all other costs associated with servicing the dumpster. All fuel, environmental fees and any regulatory cost recovery fees shall be included in this price.
- Overload Charge Fee: If a dumpster is so full that solid waste materials are piled higher than the walls, are hanging over the sides, or are on the ground beside the dumpster, then it is considered 'overloaded'. This unit price shall include an extra fee for driver delay, container 'dig-out' and cleaning up *all* materials around the dumpster. The Contractor shall document these overload situations with a picture and provide the picture to the City on the monthly bill that includes the respective fee. The picture should note the date, time and location.
- Delivery Fee: This unit price shall include any fees charged for the truck driver to drop off the dumpster at the location stipulated by the City, at the beginning of the park season typically around April 1 or anytime the City needs to start the service at a location.
- Removal Fee: This unit price shall include any fees charged for the truck driver to remove the dumpster at the end of the park season, typically around October 31 or anytime the City no longer needs the service at that location.

At the complete discretion of the Mayor and City Council, this contract shall be awarded to the responsible bidder meeting these specifications and offering the lowest responsible total bid price for collection and disposal services. The lowest price is an important consideration; however, the ability to professionally service the City efficiently is of paramount importance. Towards this end, the City shall evaluate all submittals in consideration of price as well as experience, ability to perform, and operational efficiencies that may be in the best interest of the City.

The responsible bidders are those who are verifiably in the business to provide the service, equipment, personnel and support facilities to meet or exceed all minimum requirements of these specifications.

Parks and Recreation Division
351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

Engineering Division
1 East Franklin Street • Hagerstown, MD 21740-4817
Ph: 301.739.8577 Ext. 125 • Fax: 301.733.2214

Term: The contract shall be awarded on a 36-month basis from April 1, 2019 to March 31, 2022. The City of Hagerstown may grant the contractor the right and privilege of renewing this contract for another 36 month period extending from April 1, 2022 to March 31, 2025 on the same terms and conditions as stipulated in these contract documents except at mutually agreed upon adjusted collection prices. Should the contractor exercise this option to renew this contract, he shall notify the City Engineer in writing of his intentions by no later than January 1, 2022 with adjustment in price (if any) clearly identified and justified.

Price adjustments shall be made on the basis of the movement of the "*Bureau of Labor: Consumer Price Index*" (CPI). If the CPI for the Washington-Baltimore area, "garbage and trash collection" item (Base Period December 1983=100), shows a movement of two (2) points or more from the base index figure as given in January 2018, all contract prices shall be adjusted based on 3/4 percent increase or decrease in the index figure. Adjustments shall be rounded so they are made in increments of one (1) percent. This adjustment in all the contract pay items will be made as applicable on April 1, 2020 and April 1, 2021.

At the absolute discretion of the City, when the Contractor's performance is deemed as "unsatisfactory", this contract may be terminated in whole or in part by the Mayor & Council at any time with a thirty (30) day advance notice to the Contractor.

Payment: Contractor shall submit one (1) itemized bill to the City's Parks and Recreation Division around the first of each month for the exact number of services and related fees *actually provided* in the prior month. Payment will be made within thirty (30) calendar days.

Equipment: Equipment and manpower to be supplied by the Contractor shall be of such size, make, capacity and labor skills as specified to satisfy the conditions of the contract. Trash collection vehicles shall comply with all applicable State and Federal regulations.

Landfill: The contractor shall dispose of all material collected under this contract in a proper and City approved manner, in accordance with all Federal, State, and local laws. The contractor shall include the proposed destination of the solid waste on the proposal form.

Holidays: In the event a holiday coincides with a normal collection day, collection shall occur the next business day unless otherwise directed by the Parks Manager or his/her designee.

Spillage: Contractor shall not be responsible for cleaning up sanitary conditions around dumpster containers caused by the carelessness of the park patrons, and the "overload charge fee" will apply for the contractor to clean up these situations. However, the Contractor shall clean up any trash, recyclable materials or other materials (including leakage of fluids spilled from garbage bags and Contractor's vehicles) spilled by the Contractor, Contractor's vehicles or Contractor's employees at no additional charge to the City.

During transport, all trash and recyclable materials shall be contained, covered and enclosed so that leaking, spilling, and blowing of trash, recyclable materials, or other materials does not occur. Contractor shall equip all Contractor's collection service vehicles with a broom and dustpan at all times to aid in clean up.

Insurance: The selected contractor shall provide Insurances per the attached "*Insurance Requirements for Independent Contractors*". No bid surety is required. No performance bond will be required; the City will pay the selected contractor(s) upon the satisfactory completion of all work on a monthly basis as described above.

The City of Hagerstown Department of Parks and Engineering Office is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from an RFP package obtained from any other source may have an incomplete set of documents. *The City assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.* Firms who have received the RFP package from a source other than the City Department of Parks and Engineering Office are advised to contact the office to

provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This will ensure that the company receives all RFP related communications and documents, including addenda. There may be one or more addendums to this solicitation. If your company desires to receive copies or notices of any such amendments, you must provide the information to the City of Hagerstown. E-mailed addendum will be sent in a PDF format. Addendum also will be posted to the City of Hagerstown website at: www.hagerstownmd.org in a PDF format. Check the webpage for the particular proposal solicitation for any posted addendum.

The City of Hagerstown reserves the right to reject or accept any or all proposals submitted, either in whole or in part for any reason within its absolute discretion.

All questions shall be directed to Rodney Tissue, City Engineer, by no later than 4:30 p.m. on Monday, February 25, 2019.

Attachments:
* Table of Locations and Service Requirements
* Proposal Form
* Insurance Requirements

c: Cathy Beach, Mark Haddock

Locations and Service Requirements

LOCATION	SERVICE DATES	(QTY) SIZE	TYPE OF SERVICE	ASSUMED # of COLLECTIONS PER YEAR
Hellane Park 156 Park Ave	April 1 thru October 31	(1) 8cy	Once Weekly	31
Wheaton Park 449 Suman's Ave	April 1 thru October 31	(1) 8cy	Once Weekly	31
Hager Park 276 E. Memorial Blvd	April 1 thru October 31	(1) 8 cy	Once Weekly	31
Staley Park 726 Frederick St.	April 1 thru October 31	(1) 8cy	Once Weekly	31
Potterfield Pool 730 Frederick St.	April 1 thru October 31	(1) 8cy	Once Weekly	31
Funkhouser Park 570 Jefferson St.	April 1 thru October 31	(1) 8cy	Once Weekly	31
City Park, rear 501 Virginia Ave (inside gated area)	April 1 thru October 31	(1) 8cy	Twice Weekly	62
Fairgrounds Park (set beside Ice & Sports Complex dumpster)	Year-Round	(1) 8cy	Twice weekly April thru October; once weekly November thru March	83
Ice & Sports Complex 580 Security Rd	Year-Round	(1) 8cy	Twice weekly April thru October; once weekly November thru March	83

THE CITY OF HAGERSTOWN
DEPARTMENT OF PARKS AND ENGINEERING
HAGERSTOWN, MARYLAND

PROPOSAL FORM

PROPOSAL OF _____
COMPANY NAME

_____
ADDRESS CITY STATE ZIP

to furnish and deliver all materials and to perform all work, in accordance with Plans, Specifications, General Provisions, Special Provisions and Contract Documents, and related items necessary to complete the work for **DUMPSTER SERVICE IN THE PARKS, CONTRACT RFP-19-DS-08** in the City of Hagerstown, Maryland.

THE MAYOR AND COUNCILMEMBERS OF HAGERSTOWN, MARYLAND:

Having carefully examined the Contract Documents (Specifications, General Provisions, Special Provisions etc.) for the work hereinbefore named, and in conformity with the Contract Documents, I/We hereby certify that I/we am/are the only person or persons interested in this proposal as principals, that it is made without collusion with any person, firm or corporation; that an examination has been made of the Contract Documents and of the site of the work, and propose to furnish all necessary machinery, equipment, tools, labor and other means of construction, and furnish all materials specified in the manner and at the time prescribed, and perform all work for the sum of:

_____
(written words)

_____
(figures)

I/WE understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all costs in connection with the complete performance of the work (as described in the Contract Documents) shall be included in the Contract price for the entire work to be performed under this contract.

To begin work as specified in the "Notice to Proceed" and to prosecute said work so as to complete the contract by April 1, 2019.

RIGHT OF THE OWNER TO TERMINATE CONTRACT:

In the event that any of the provisions of this contract are violated by the Contractor, or any of his subcontractors, the Owner may serve written notice to the Contractor of its intention to terminate the Contract. Such notice shall contain the reasons for such termination of the Contract, and the Contract shall terminate at the end of thirty (30) calendar days from the date of the written notice, unless satisfactory arrangements or corrections are made by the Contractor.

The City may take over the work and prosecute the same to completion, by contract or otherwise. The City may also take possession of the Contractor's materials that may be on the site of the work and utilize said materials in completing the work. Whether or not the Contractor's right to proceed with the work is terminated, he shall be liable for any damage to the City resulting from his refusal or failure to complete the work within the specified time.

The rights and remedies of the City provided in this contract are in addition to any other rights and remedies provided by law or under this contract.

If the City terminates the contractor's right to continue with the work, the resulting damages that the Contractor shall be responsible for are both the above liquidated damages (added daily as may be required for final completion of the work) and any increased costs incurred by the City in completing the work.

PAYMENT:

The "TOTAL AMOUNT" shall be defined as the sum of all the products of each estimated quantity provided by the City and the applicable unit rate bid by the Contractor. The "TOTAL AMOUNT" indicated in this Contract does not constitute an obligation by the City to pay the Contractor this amount in its entirety under the current terms and conditions of this Contract. The City shall pay the Contractor for only that quantity of work actually executed to the satisfaction of the City Engineer complete in place. The Contractor shall submit an invoice for payment on a monthly basis. The City shall review the invoice within five (5) business days of receipt and either approve payment or reject the invoice and contact the Contractor immediately with the explanation of rejection.

_____

NAME OF COMPANY

_____

NAME OF SIGNING OFFICIAL

_____

STREET ADDRESS

_____

CITY STATE ZIP CODE

_____

(AREA CODE) PHONE NO.

The proposal form shall be filled out in ink. The proposal, if submitted by an Individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as having authority to bind the partnership; if submitted by a corporation, the same shall be signed by an Officer and attested by the Secretary or an Assistant Secretary. If not signed by an Officer, as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board Resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the Corporation. In lieu thereof, the Corporation may file such evidence with the City of Hagerstown duly certified by the Secretary, together with a list of the names of those Officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the City of Hagerstown is advised in writing to the contrary. In any case where a proposal is signed by an Attorney-in-Fact, the same must be accompanied by a copy of the appointing document, duly certified.

BID PROPOSAL
DUMPSTER SERVICE IN THE PARKS
CONTRACT RFP-19-DS-08

ITEM NO.	APPROXIMATE ANNUAL QUANTITY	DESCRIPTION OF ITEMS	UNIT PRICE		EXTENDED AMOUNTS (FIGURES)	
101	414	Collection Fee				
102	*9	Overload Charges Fee				
103	7	Delivery Fee				
104	7	Removal Fee				
		TOTAL BID:				
AT _____ **WRITTEN WORDS**					_____ **FIGURES**	

* Actual number unknown, purely an estimate

For this contract all solid waste will be transported to and disposed of at the following landfill:

_____
(Landfill Name)

_____
Address

_____
City State Zip

CITY OF HAGERSTOWN, MARYLAND

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

A). **Workers Compensation:**

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	-	Statutory
Employers Liability	-	$100,000 (Each Accident)
	-	$500,000 (Disease - Policy Limit)
	-	$100,000 (Disease - Each Employee)

B.) **Comprehensive General Liability Insurance:**

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form.

$1,000,000 Each Occurrence.

$1,000,000 General Aggregate.

Such insurance shall protect the City, its agents, elected and appointed officials, board members and employees against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

C) **Business Automobile Liability:**

The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

$1,000,000 combined single limit for bodily Injury or Property damage.

D) **Certificate(s) of Insurance:**

The Contractor shall provide certificates of insurance requiring a 30 day notice of cancellation to the Purchasing Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

E). **Deductibles or Self Insured Retention:**

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

F). **General Indemnity:**

The Contractor shall indemnify, defend and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.

DUMPSTER SERVICE IN THE PARKS
CONTRACT RFP-19-DS-08

BIDS OPENED: Thursday, February 28, 2019 **TIME: 11:00 A.M.**
OFFICE OF CITY CLERK

CONTRACTOR	BID
Republic Services	$15,370.00/YR
Waste Management	$18,929.39/YR

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Engineering Services Pump Station 33 (Change Order 1) - Buchart Horn (Baltimore, MD) $ 43,800.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Pump_Station_33_-_Engineering_Services.pdf	Signed Consent Form
PS33_-_Additional_Services_Request_03292024.pdf	BUCHART HORN PROPOSAL

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Pump Station 33 - Engineering Services (CO1)

Account No: 5485001-5881 CIP Control No. C0565

Budget Amount: $1,650,000 Account Balance: $700,786.44 Unbudgeted Amount: $

Fiscal Year: 24&25 Source of Funds: Wastewater

Quantity	Description	Value
	Engineering Services per attached proposal - additional	$ 28,800.00
	construction phase engineering services	
	Contingency	$ 15,000.00
	TOTAL VALUE OF PROJECT	$ $ 43,800.00

ABOVE TO BE USED FOR: Consultant Engineering services related PS33 for the construction and inspection phase.

Engineering Services were solicited by piggy backing on Washington County Contract PUR -1547.

RECOMMENDED VENDOR: Business Name: Buchart Horn

Business Address: 3700 Koppers Street, Suite 540

City/State/Zip: Baltimore, MD 21227-1019

Bid/Proposal/Quote No.: Wash. Co. PUR-1547 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.
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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 Wastewater funds have been designated for this portion of the PS #33 project.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.04.11 22:41:05 -04'00'
Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.04.11 22:41:16 -04'00'
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Karen Reese 4/12/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - these services are needed for on-going Pump Station 33 project. Funding has been identified.

Michelle Hepburn 4/12/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/16/24
Signature / Date

BUCHART HORN
ENGINEERS · ARCHITECTS · PLANNERS

March 29, 2024

VIA EMAIL

Nancy Hausrath
Director of Utilities
City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740

Reference: **City of Hagerstown - Engineering Services Pump Station #33 (PO # 20230425)**
BH Project No. 77484-00
Additional Services Request

Dear Ms. Hausrath:

Buchart Horn is requesting to supplement our authorized fee for additional engineering services related to the design, permitting, and construction administration for the City of Hagerstown Pump Station #33. The scope of work for these additional efforts includes the following:

Re-Stake Boring Locations: Buchart Horn and our Subcontractor, Triad Engineering provided location services for the required borings along the length of the proposed gravity sewer easement. The borings were located within the limits of the property owners crops and coordination was required to ensure limited, to no crop damage. In addition, the survey stakes had to be re-set due to them being removed during the harvesting operations. Unfortunately, this resulted in having to re-stake the sewer location.

Permitting: As outlined in our Scope of Services we had assumed the permits necessary for this project were to include a MDE Construction Permit, earth disturbance permit, building permit including an electrical and plumbing permit, State Highway Utility Crossing permit and Waterway Obstruction/Encroachment Permit (Joint Permit). In the process of preparing the E&S Permit from the Washington County Soil Conservation District (CSCD), BH was asked to update and/or respond to multiple sets of comments, resulting in more than expected submissions to the Washington CSCD.

In addition to permits noted, BH has also been engaged with acquiring and/or investigating the following other permits:

Driveway Permit was needed to be acquired from Washington County for the driveway access onto Hebb Road for the pump station.

A Fence Permit was needed to be acquired from the City of Hagerstown for the fencing around the pump station.

Stormwater Permit was reviewed with the City Engineer. After reviewing the project with the City Engineer, stormwater facilities were not found to be necessary for this project and the City Engineer determined that a Stormwater Permit would not be required.

Forest conservation plan. BH was asked to review the requirements of the Forest Conservation Ordinance and confirmation the PS project would qualify for an exemption. After review and discussion with the City it was determined that the project would qualify for an exemption from this requirement

Finally, after obtaining the E&S Permit from the Washington CSCD, the Washington CSCD required that a General Permit for Stormwater Discharge Associated with Construction Activity from the MDE would be necessary for this project. BH is continuing to shepherd this application through the submission process to the MDE. This work also requires the development of a Stormwater Pollution Prevention Plan (SWPPP).

Well Impact: BH was notified of a concern to any potential impact to a private well in the vicinity of the project. BH gathered additional information and considered alternatives to avoid referenced well.

Construction Phase/Site Visits: As per your request, BH is proposing to perform additional weekly visits throughout the duration of the Contract (estimated 30 visits), to observe the progress of Contractor's executed Work.

In summary, we are requesting to supplement our total authorized fee in the amount of $48,250 as outlined below:

Re-Stake Boring Locations		$ 3,500
Additional Permitting Services		$14,750
Well Impact		$ 1,200
Construction Phase/Weekly Site Visits		$28,800
	Total	**$48,250**

Original PO 20230425 already approved.

If you have any questions, please do not hesitate to contact me. We thank you again for the opportunity to partner with the City of Hagerstown on this project.

Please contact us if you have any questions or if you require additional information.

Very truly yours,

BUCHART HORN, INC.

Scott E. Russell, P.E.
Senior Vice President

BUCHART HORN
ENGINEERS • ARCHITECTS • PLANNERS

March 29, 2024

VIA EMAIL

Nancy Hausrath
Director of Utilities
City of Hagerstown
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Very truly yours,

BUCHART HORN, INC.

Scott E. Russell, P.E.
Senior Vice President

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Truck 526 Service Body - Keystone Ford (Chambersburg, PA) $ 28,700.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Service_Body_for_Truck_526.pdf	Signed Consent Form
Stephenson_Enclosed_Service_Body_Quote_Water.docx	STEPHENSON SERVICE BODY QUOTE
2024_F550_Enclosed_Service_Body_Proposal_2.pdf	KEYSTONE QUOTE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 23, 2024 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Service Body for Truck 526

Account No: 5485001-5840 CIP Control No. C0004

Budget Amount: $240,000 Account Balance: $72,792 Unbudgeted Amount: $0.00

Fiscal Year: 2024 Source of Funds: Wastewater Funds

Quantity	Description	Value
	Service Body for Truck 526	$ 64,435.00
	Truck Purchse approved in January 2024. Service Body quoted by	
	Keystone was incorrect. Credit of $35,735.00 - See PO 20240898	(35,735.00)
	Update existing PO 20240898 only	$ 28,700.00
	TOTAL VALUE OF PROJECT	$ ~~$ 64,435.00~~

ABOVE TO BE USED FOR: Service Body for Truck 526 - Wastewater Collections Operation

RECOMMENDED VENDOR:

Business Name: Keystone Ford

Business Address: 301 Walker Road

City/State/Zip: Chambersburg, PA 17201

Bid/Proposal/Quote No.: PA CoStar (Preferred Provider) 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**
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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 For the purchase and installation of a service body for Truck 526.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.04.11 21:59:59 -04'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.04.11 22:00:41 -04'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Karen Reese 4/12/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in the budget to cover this price difference.

Michelle Hepburn 4/12/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 4/16/24

Signature / Date

STEPHENSON EQUIPMENT, INC.

PUBLIC WORKS AND INFRASTRUCTURE BRANCH 17

4210 CHAMBERS HILL RD. HARRISBURG PA 17111

Daxton Yike 717-418-9330

City of Hagerstown **Costar: : 025-E22-432** **Date: 01/10/2024**

PROVIDE AND INSTALL A KNAPHEIDE KC132H2094, AS FOLLOW:
- 133-1/4"L X 90"H X 94"W ENCLOSED SERVICE BODY
- 20" DEEP SIDE COMPARTMENTS
- 42" CARGO AREA WIDTH
- 49-1/2" CLEAR DOOR WIDTH
- 63" CLEAR DOOR HEIGHT
- 73" CLEAR INTERIOR HEIGHT
- COMPARTMENTATION:
- TWO (2) ADJUSTABLE DIVIDER SHELVES, STREET AND CURB SIDE FRONT VERTICAL.
- TWO (2) ADJUSTABLE DIVIDER SHELVES, STREET AND CURB SIDE 2ND VERTICAL.
- ONE (1) ADJUSTABLE DIVIDER SHELVE, STREET AND CURB SIDE REAR VERTICAL
- ONE (1) ADJUSTABLE DIVIDER SHELF, CURB SIDE HORIZONTAL COMPARTMENT
- STREET SIDE HORIZONTAL OPEN. (NO SHELVES)
- DOUBLE PANEL GALVANNEAL REAR DOORS WITH RIVETLESS LATCH

- 9" X 30" GLASS WINDOW IN FRONT BULKHEAD
- MASTER LOCKS INSTALLED ON BOTH SIDES AND GRAB HANDLE AT RIGHT REAR IN CARGO AREA
- COMPLETE SURFACE MOUNTED LIGHT KIT WITH 6-CIRCUIT WIRE HARNESS, ALL REQUIRED LIGHTS, AND 2 INTERIOR LED DOME LIGHTS

20095530 STEEL SERVICE BODY INSTALLATION KIT FOR A 60/84/108/AND 120" CA FORD
2017 TO PRESENT.
PROVIDE AND INSTALL TO STREET SIDE REAR VERTICAL COMPARTMENT, A CTECH TOOLDRAWER UNIT, SPECS AND FEATURES AS FOLLOWS 77015170
- 4 - 3", 1 - 5", 1 - 7"
- 18"W X 27.82"H X 27.5"D
- 250 LB CAPACITY PER DRAWER
KUV & KUVCC REAR DOORS WITH GLASS & GUARDS - INSTALLED
- 77013980
CODEABLE PADLOCK, FORD (SIDE-CUT KEY) FOR 2015 & NEWER F150, 2017 & NEWER SUPER
DUTY, 2015 & NEWER TRANSIT, & 2021 & NEWER E-SERIES - LOOSE
- 12318184
- FOR USE WITH MASTERLOCKS
20103570 94" GALVA-GRIP BUMPER WITH HITCH RECESS FOR 94" WIDE KC UTILITY BODY

PROVIDE AND INSTALL 3 BOW OVERHEAD LADDER RACK TO CANOPY ROOF, 53.8" WIDTH
- WHITE
- 26061846W
PROVIDE AND INSTALL 3 BOW OVERHEAD LADDER RACK TO CANOPY ROOF, 53.8" WIDTH
- WHITE
- 26061846W
REFERRENCE QUOTE P0051-2

PROVIDE AND INSTALL THREE (3) 27.7" 15 LED 1,450 LUMEN MAXIMMA LIGHT BARS (413949)
- ONE (1) CENTER FRONT OF CANOPY
- TWO (2) REAR OF TOP SIDES OF BODY
- ONE (1) PER SIDE
- WIRED TO OEM OR J&J SUPPLIED ILLUMINATED SWITCH IN CHASSIS CAB

PROVIDE AND INSTALL FOUR (4) LED ADJUSTABLE WORK LIGHT, AS FOLLOWS:
- TWO (2) REAR OF BODY, ONE (1) PER SIDE
- TWO (2) FRONT UPPER SIDES OF BODY, ONE (1) PER SIDE
- WIRED TO OEM OR J&J SUPPLIED ILLUMINATED DASH MOUNTED SWITCH
**** REAR AND FRONT SIDE WORK LIGHTS TO BE WIRED TO SEPERATE SWITCHES ****

PROVIDE AND INSTALL FOUR (4) LED AMBER STROBE LIGTHS (REF 08W / 60860), AS FOLLOWS:
- TWO (2) TO CHASSIS GRILLE
- TWO (2) CENTER ABOVE WHEEL WELL ON CANOPY SIDES
- LOWEST HEIGHT APPLICABLE

REAR STOP / TAIL / TURN AND BACK-UP LIGHTS TO HAVE INCORPORATED LED AMBER STROBE LIGHTS
- WIRED TO STROBE LIGHT CIRCUIT

PROVIDE AND INSTALL TO REAR OF BODY A RIGID BC410P PIPE VISE AND FRONT PIPE HOLDER (SAME DESIGN / SETUP AS PNG)

PROVIDE AND INSTALL A BUYERS CLASS V RECEIVER HITCH WITH RV STYLE FLAT TRAILER PLUG, WIRED TO CHASSIS LIGHT CIRCUIT

PROVIDE AND INSTALL A VMAC VR150 UNDERHOOD AIR COMPRESSOR AS FOLLOWS:
- CFM: UP TO 150 CFM
- RATING: UP TO 175 PSI
- WEIGHT: 200 LBS
- BELT DRIVEN
- COMPRESSOR OVER-TEMP SENSOR
- ELECTRIC CLUTCH
- AUTOMATIC RAPID BLOW-DOWN VALVE ON TANK
- 200 PSI PRESSURE RELIEF VALVE
- TRUCK DRIVE DIABLE CIRCUIT ON THROTTLE CONTROL
- TRUCK PARK BRAKE SAFETY SHUT-OFF SWITCH ON CONTROL BOX

PROVIDE AND INSTALL AN AIR RECEIVER TANK UNDERBODY AND AIR FILTER / REGULATOR /
LUBRICATOR
- FRL TO BE MOUNTED IN MANNER NOT TO OBSTRUCT CARGO AREA

PROVIDE AND INSTALL TWO (2) SPRING RETURN AIR HOSE REELS, AS FOLLOWS:
- 3/4" X 50' SPRING RETURN CORD REEL CURBSIDE INTERIOR CANOPY SHELF WITH ACCESS TO AIR HOSE THROUGH REAR ACCESS DOOR
- 3/8" X 50' SPRING RETURN CORD REEL CURBSIDE INTERIOR CANOPY SHELF WITH ACCESS TO AIR HOSE THROUGH REAR ACCESS DOOR
IN REFERENCE TO PRIOR ORDER UNIT IS MIRRORING, HOSE REEL ENDS TO BE LOCATED

ABOVE REAR ACCESS DOOR. REF WARRANTY WO 08W / 62254.
ECCO BACK-UP ALARM 1 4
SUPPLY AND INSTALL ECCO 450 BACK-UP ALARM

ECCO BACK-UP ALARM 1 4
SUPPLY AND INSTALL ECCO 450 BACK-UP ALARM

Final Price…… $67,852.94

Quote is held for 30 days
NO FET OR OTHER APPLICABLE TAXES ARE INCLUDED
SIGNED SALES AGREEMENT IS REQUIRED AND A PO IN ORDER TO PURCHASE
SUR CHARGES ETC ARE RESPONSIBILITY OF CUSTOMER – IF APPLIED BY MANUFACTURERS*
***CUSTOMER NOTIFICATION PRIOR**
CHANGS AFTER ORDER MAY RESULT IN CHANGE ORDER AND WILL BE QUOTED

Sign here_____

Date_____

Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420

Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: CtyofHag29
Date: 03/27/2024

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- GCWR: 30,000 lbs.
- * **Fifth-wheel towing capacity: 20,800 lbs.**
- * **Gooseneck towing capacity: 21,000 lbs.**
- Vehicle body length: 289.2"
- Vehicle body width: 80.0"
- Vehicle body height: 81.7"
- Wheelbase: 203.0"
- Front track: 74.8"
- Rear track: 74.0"
- Vehicle turning radius: 28.6'
- Cab to axle: 84.0"
- Rear tire outside width: 93.9"
- Axle to end of frame: 47.2"
- Frame section modulus: 12.7 cu.in.
- Frame yield strength (psi): 50000.0
- Frame rail width: 34.2"
- Front bumper to front axle: 38.3"
- Front bumper to back of cab: 158.1"
- Front brake diameter: 15.4"
- Rear brake diameter: 15.8"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Max interior rear cargo volume: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom first-row: 40.8"
- Headroom second-row: 40.4"
- Leg room first-row: 43.9"
- Leg room second-row: 43.6"
- Shoulder room first-row: 66.7"
- Shoulder room second-row: 65.9"
- Hip room first-row: 62.5"
- Hip room second-row: 64.7"

Powertrain

- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Engine cylinders: V-8
- Injection Type: sequential MPI
- Spark ignition system
- Horsepower: 335 HP@3750 RPM
- Torque: 468 lb.-ft.@3750 RPM
- Radiator
- Auxiliary power take-off
- 10-speed automatic
- Part-time 4WD
- Four-wheel drive
- Recommended fuel: regular unleaded
- * **Mechanical limited slip differential**
- Driveline managed traction control
- Auto locking hub control
- Electronic transfer case shift

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty front shock absorbers
- Heavy-duty rear shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes
- 4-wheel antilock (ABS) brakes
- Four channel ABS brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Rear anti-roll bar
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Monotone paint
- Black side window trim
- Black door handles
- Black front bumper rub strip
- Black grille
- Manual extendable trailer mirrors
- Turn signal indicator in door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels
- * **Running boards**
- Clearcoat paint
- Black fender flares
- Black windshield trim
- Black front bumper
- 2 front tow hooks
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- FordPass Connect smart device vehicle start control
- Power first-row windows
- Illuminated locking glove box
- Front beverage holders
- 8 beverage holders
- Dashboard storage
- PRND in IP
- Upfitter switches
- Keyfob activated door locks
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual telescopic steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Manual tilting steering wheel
- Urethane steering wheel

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Split-bench rear seat
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Height adjustable rear seat head restraints
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Standard grade speakers
- SYNC 4 voice activated audio controls
- Wireless audio streaming
- 8 inch primary LCD display
- AM/FM stereo radio
- AM radio
- Seek scan
- Speakers number: 6
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Aero-composite headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Gauge cluster display size (inches): 4.20
- Oil pressure gauge
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Front reading lights
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- AppLink/Apple CarPlay and Android Auto smart device wireless mirroring
- 2 USB ports
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Lane Departure Warning
- * **Rear mounted camera**

Dimensions

General Weights

* **Curb weight**	**7,586 lbs.**	* **Rear curb weight**	**3,243 lbs.**
* **GVWR**	**19,500 lbs.**	* **Payload**	**11,900 lbs.**

Trailering Weights

* **Fifth-wheel towing capacity**	**20,800 lbs.**	* **Gooseneck towing capacity**	**21,000 lbs.**
Conventional capacity	18,500 lbs.	GCWR	30,000 lbs.

Front Weights

* **Front curb weight**	**4,343 lbs.**	GAWR front	6,000 lbs.
Axle capacity front	7,000 lbs.	Spring rating front	6,000 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* **GAWR rear**	**14,706 lbs.**	* **Axle capacity rear**	**14,706 lbs.**
* **Spring rating rear**	**14,706 lbs.**	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.2"

Exterior Measurements

Vehicle body length	289.2"	Vehicle body width	80.0"
Vehicle body height	81.7"	Wheelbase	203.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.3"

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Front track	74.8"	Rear track	74.0"
Vehicle turning radius	28.6'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.

Interior Volume

Total passenger volume	131.7 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"

Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM

Alternator

Alternator amps	250A	Alternator type	Heavy-duty alternator

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Battery

- Battery amps 78Ah
- Battery rating 750CCA
- Battery type ..... HD lead acid battery
- Battery run down protection ..... Battery run down protection

Engine Extras

- Radiator ..... Radiator
- Auxiliary power take-off ..... Auxiliary power take-off

Transmission

- Transmission ..... 10-speed automatic
- Transmission electronic control ..... Transmission electronic control
- Overdrive transmission ..... Overdrive transmission
- Lock-up transmission ..... Lock-up transmission
- First gear ratio 4.615
- Second gear ratio 2.919
- Third gear ratio 2.132
- Fourth gear ratio 1.773
- Fifth gear ratio 1.519
- Sixth gear ratio 1.277
- Reverse gear ratio 4.695
- Seventh gear ratio 1
- Eighth gear ratio 0.851
- Ninth gear ratio 0.687
- Tenth gear ratio 0.632
- Stall ratio 1.97
- Selectable mode transmission ..... Selectable mode transmission
- Sequential shift control ..... SelectShift Sequential shift control
- Transmission oil cooler ..... Transmission oil cooler
- PTO transmission provision ..... PTO transmission provision

Drive Type

- 4WD type ..... Part-time 4WD
- Drive type ..... Four-wheel drive

Drivetrain

- Axle ratio 4.88

Exhaust

- Tailpipe ..... Stainless steel single exhaust

Fuel

- Fuel type ..... regular unleaded

Fuel Tank

- Fuel tank capacity ..... 40.00 gal.

Drive Feature

- * **Limited slip differential** ..... **Mechanical limited slip differential**
- Traction control ..... Driveline managed traction control
- Locking hub control ..... Auto locking hub control
- Transfer case ..... Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Secondary fuel type ..... Gasoline secondary fuel type

Emissions

Emissions ..... Federal emissions

Suspension and Handling

Suspension

Suspension ..... Firm ride suspension

Front shock absorbers ..... Heavy-duty front shock absorbers

Rear shock absorbers ..... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes

Ventilated brakes ..... Front and rear ventilated disc brakes

ABS brakes ..... Four channel ABS brakes

ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ..... Hill Start Assist

Brake assist system ..... Brake assist system

Front Suspension

Anti-roll bar front ..... Front anti-roll bar

Suspension ride type front ..... Mono-beam rigid axle front suspension

Front Spring

Regular front springs ..... Regular front springs

Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear leaf springs

Rear springs ..... Heavy-duty rear springs

Rear Suspension

Anti-roll bar rear ..... Rear anti-roll bar

Suspension type rear ..... Leaf spring rear suspension

* **Suspension ride type rear ..... Rigid axle rear suspension**

Steering

Steering ..... Hydraulic power-assist steering system

Steering type ..... Re-circulating ball steering

Steering type number of wheels ..... 2-wheel steering system

Exterior

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Front Wheels

Front wheels diameter	19.5"	Front wheels width	6"

Rear Wheels

Rear wheels diameter	19.5"	Rear wheels width	6"

Front And Rear Wheels

Appearance	argent	Material	steel

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Front wheel - RPM	647

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* **Tread**	**AT**	Type	LT
Width	225mm	* **Rear wheel - RPM**	**645**

Body Exterior

Trailering

Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	* **Running boards**	**Running boards**
Front splash guards	Front splash guards	* **License plate front bracket**	**Front license plate bracket**

Body

Body panels	Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors

Tires

Front tires LT load rating	G	Rear tires LT load rating	G

Wheels

Dual rear wheels	Dual rear wheels

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Convenience

Door Locks

Door locks ..... Power door locks with 2 stage unlocking
Keyfob door locks ... Keyfob activated door locks
All-in-one key ... All-in-one remote fob and ignition key

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ... FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors Manual folding door mirrors
Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Full overhead console
Overhead console storage ..... Overhead console storage

Passenger Visor

Visor passenger mirror .... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Number of beverage holders .. 8 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear .... Rear beverage holders
Glove box ..... Illuminated locking glove box
Illuminated glove box ..... Illuminated glove box
Instrument panel storage ..... Instrument panel covered bin
Dashboard storage ..... Dashboard storage

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows

One-touch down window ... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows

Miscellaneous

Trip computer ..... Trip computer

PRND in IP ..... PRND in IP

Upfitter switches ..... Upfitter switches

Accessory power .... Retained accessory power

Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control

Cabin air filter ..... Cabin air filter

Rear under seat ducts ... Rear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material

Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering

Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ... Vinyl rear seat upholstery

Rear seatback upholstery ... Carpet rear seatback upholstery

Steering Wheel

Steering wheel telescopic ..... Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt ... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type ..... Split-bench front seat

Driver seat direction ..... Driver seat with 4-way directional controls

Driver seat fore/aft control ..... Manual driver seat fore/aft control

Passenger seat direction ... Front passenger seat with 4-way directional controls

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Split front seats 40-20-40 split-bench front seat
Reclining passenger seat Manual reclining passenger seat
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraints Height adjustable front seat head restraints
Front head restraint control Manual front seat head restraint control
Armrests front center Front seat center armrest
Armrests front storage Front seat armrest storage
Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat
Rear seats fixed or removable Fixed rear seats
Folding second-row seats 60-40 folding rear seats
Rear seat direction Front facing rear seat
Rear seat folding position Fold-up rear seat cushion
Rear head restraints Height adjustable rear seat head restraints
Rear head restraint control Manual rear seat head restraint control
Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery
Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

LCD Displays

Primary touchscreen display Primary touchscreen display
Number of first-row LCD displays 2 total number of 1st row displays
LCD primary display size 8 inch primary LCD display

Radio Features

External memory SYNC 4 external memory control
Seek scan Seek scan

Speakers

Speakers Standard grade speakers
Speakers number 6

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Audio Features

- Steering mounted audio control: Steering wheel mounted audio controls
- Speed sensitive volume: Speed sensitive volume
- Voice activated audio: SYNC 4 voice activated audio controls
- Wireless streaming: Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

- Trip odometer: Trip odometer
- Instrumentation display: Digital/analog instrumentation display
- Configurable instrumentation gauges: Configurable instrumentation gauges

Instrumentation Displays

- Temperature display: Exterior temperature display
- Driver information center: Driver information center
- Clock: In-radio display clock
- Compass: Compass

Instrumentation Gauges

- Tachometer: Tachometer
- Oil pressure gauge: Oil pressure gauge
- Transmission temperature gauge: Transmission fluid temperature gauge
- Engine/electric motor temperature gauge: Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 4.20
- Engine hour meter: Engine hour meter

Instrumentation Warnings

- Engine temperature warning: Engine temperature warning
- Oil pressure warning: Oil pressure warning
- Low fuel warning: Low fuel warning
- Low brake fluid warning: Low brake fluid warning
- Battery charge warning: Battery charge warning
- Headlights on reminder: Headlights on reminder
- Key in vehicle warning: Key in vehicle warning
- Door ajar warning: Door ajar warning
- Service interval warning: Service interval indicator

Glass

- Tinted windows: Light tinted windows

Headlights

- Headlights: Halogen headlights
- Headlight type: Aero-composite headlights
- Auto headlights: Autolamp auto on/off headlight control
- Multiple headlights: Multiple enclosed headlights
- Delay off headlights: Delay-off headlights
- DRL preference setting: DRL preference setting

Front Windshield

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ... Illuminated entry

Variable panel light ... Variable instrument panel light

Front reading lights ... Front reading lights

Rear reading lights ... Rear reading lights

Lights

Running lights ... Daytime running lights

Interior courtesy lights ... Fade interior courtesy lights

Clearance lights ... Cab clearance lights

Perimeter approach lighting ... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree ... SYNC 4 handsfree wireless device connectivity

Smart device integration ... AppLink/Apple CarPlay and Android Auto smart device wireless mirroring

Emergency SOS ... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access ... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports ... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag

Number of airbags ... 6 airbags

Front impact airbag passenger ... Passenger front impact airbag

Front side impact airbag driver ... Seat mounted side impact driver airbag

Front side impact airbag passenger ... Seat mounted side impact front passenger airbag

Overhead airbags ... Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts ... Front height adjustable seatbelts

Security System

Immobilizer ... SecuriLock immobilizer

Remote panic alarm ... Remote panic alarm

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Selected Equip & Specs (cont'd)

Active Driving Assistance

Lane departure ..... Lane Departure Warning

Forward collision warning ..... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Cameras

* **Rear camera** ..... **Rear mounted camera**

Occupant Safety

Child door locks ... Manual rear child safety door locks

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

As Configured Vehicle

Code	Description	MSRP
W5H	Base Vehicle Price (W5H)	$59,870.00
660A	Order Code 660A *Includes:* *- Engine: 7.3L 2V DEVCT NA PFI V8 Gas* *- Transmission: TorqShift 10-Speed Automatic* *10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.* *- Wheels: 19.5" x 6" Argent Painted Steel* *Hub covers/center ornaments not included.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 6 speakers.* *- SYNC 4 Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.*	N/C
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic *10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.*	Included
X8L	Limited Slip w/4.88 Axle Ratio	$395.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package *Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.*	$1,155.00
TGM	Tires: 225/70Rx19.5G BSW Traction *Includes 4 traction tires on the rear and 2 A/P tires on the front.*	$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel *Hub covers/center ornaments not included.*	Included
A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.*	Included
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 6 speakers.*	Included

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2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes: *- SYNC 4 Communications & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.*	
18B	Platform Running Boards	$445.00
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
872	Rear View Camera & Prep Kit *Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.*	$415.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C

SUBTOTAL	$62,470.00
Destination Charge	$1,995.00
TOTAL	$64,465.00

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Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
03/27/2024

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2024 F-550 Chassis 4x4 SD Crew Cab 203" WB DRW XL (W5H)

Price Level: 420 | Quote ID: CtyofHag29

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$59,870.00
Options	$2,600.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,995.00
Subtotal	$64,465.00

Pre-Tax Adjustments

Code	Description	MSRP
10	Stephenson Equipment	$67,852.94
6	Discount	-$3,417.94
Total		$128,900.00

Customer Signature

Acceptance Date

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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Ordinance: Amend the Code of the City of Hagerstown by adding and amending sections of Chapter 64 Building Construction, Article III

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Chapter_64_-_Amendments_Approval_4.23.24.pdf	Approve Ordinance - Amend Property Maintenance Code

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **April 23, 2024**

TOPIC: **Approval of an Ordinance:** Amend the Code of the City of Hagerstown by adding and amending sections of Chapter 64 *Building Construction,* Article III Thereof, *Property Maintenance Standards*.

Charter Amendment	___
Code Amendment	___
Ordinance	_X_
Resolution	___
Other	___

MOTION: I hereby move that the Mayor and City Council approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 64, Article III by adding or amending sections to Chapter 64 Building Construction, Article III, Property Maintenance Standards, which provide definitions, requirements for floor conditions, entry doors, infestation, fire safety, backflow prevention, smoke/CO alarm requirements, and occupant health, well-being, and safety. With this Ordinance, the code provisions shall become effective immediately upon the effective date of this enacting Ordinance.

DATE OF INTRODUCTION: 03/26/24
DATE OF PASSAGE: 04/23/24
EFFECTIVE DATE: 05/24/24

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 64 THEREOF, *BUILDING CONSTRUCTION*, TO UPDATE, ADD OR AMEND PROVISIONS OF ARTICLE III, *PROPERTY MAINTENANCE STANDARDS*

RECITALS

WHEREAS, the City of Hagerstown has previously adopted building construction standards in Chapter 64, Article I, *Building Construction Standards ("Building Construction Standards")*, of the Code of the City of Hagerstown; and

WHEREAS, Chapter 64, Article III, *Property Maintenance Standards* contains references to certain provisions of the Building Construction Standards; and

WHEREAS, as a result of changes in industry standards and other factors, Chapter 64, Article I, *Building Construction Standards*, Chapter 64, Article V, *Plumbing Standards*, Chapter 64, Article VI, *Mechanical Standards*, and Chapter 64, Article IV, *Electrical Standards*, have been updated in accordance with Maryland State Fire Prevention and Public Safety Codes; and

WHEREAS, in order to remain consistent with the updated standards adopted in Chapter 64, Article I, *Building Construction Standards*, Chapter 64, Article V, *Plumbing Standards*, Chapter 64, Article VI, *Mechanical Standards*, and Chapter 64, Article IV, *Electrical Standards*, it is appropriate to amend certain provisions of Chapter 64, Article III, *Property Maintenance Standards*; and

WHEREAS, the Mayor and Council find it in the best interest of the citizens of the City of Hagerstown to do so;

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

SECTION 1: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 202, General Definitions be and is hereby amended to add the following definitions:

CARBON MONOXIDE ALARM. A single or multiple station device that senses carbon monoxide and is capable of emitting a distinct and audible sound.

COMBINATION ALARM. A single or multiple station device that detects visible or invisible products of combustion including a built-in internal alarm signal and the same

single or multiple station device that also senses carbon monoxide and is capable of emitting a distinct and audible sound.

ENTRY DOOR. A door entering into a structure, rental unit, rooming unit or transient housing unit.

EXTENDED STAY. A transient housing unit equipped with City Code compliant cooking facilities within a transient housing facility.

HOUSEKEEPING. Services provided by a transient housing facility, which is responsible for cleanliness, maintenance, aesthetic upkeep of transient housing units, and public areas.

INDOOR FURNITURE. Any furniture intended for and made of such material that would require the furniture be sheltered from the natural elements such as rain and snow and shall include but not be limited to items such as couches, sofas, love seats, fabric covered chairs and mattresses.

INSECT. There are two basic types of insect infestations: nuisance and wood destroying. Nuisance insects include flies, fleas, bees, cockroaches, bed bugs and silverfish. Wood destroying insects include termites, powder-post beetles and carpenter ants.

INTERCONNECTION. Activation of any one alarm causes alarm activation of all other required alarms within the unit.

TRANSIENT HOUSING FACILITY.

A. A structure containing one or more transient housing units.
B. As used in Chapter 230, transient housing facility shall not include any rental facility, as that term is defined in Chapter 197 of the Code.
C. Transient Housing Facilities shall include hotels, motels, inns, bed and breakfasts, and short-term rentals.

TRANSIENT HOUSING UNIT. Any single room or suite located in the City and which is intended for temporary living and sleeping purposes (typically less than 30 days, but in no case more than 182 days) where transient visitors and lodged for pay.

TRANSIENT VISITOR. A person who purchases lodging, with or without meals, for a period typically less than 30 days, but in no case more than 182 consecutive days.

SECTION 2: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 102.6, Historic buildings is hereby amended to read as follows:

102.6 Historic buildings. The provisions of this code may not be mandatory for existing buildings or structures designated as historic buildings by the City of Hagerstown Historic District Commission when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

SECTION 3: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 104.3, Inspections is hereby amended to read as follows:

104.3 Inspections. The code official shall make all of the required inspections, or may accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority. Whenever an expert opinion report is required by the Code Official, said report shall be the responsibility of the property owner.

SECTION 4: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 108.1.5, Unsafe Component is hereby amended to add code section to read as follows:

108.1.5 Unsafe Component. Unsafe component includes any subsystem, subassembly, or other system designed for use in or as part of a structure which shall include but not limited to stairs, porches, decks, balconies or other components on the premises or within the structure which is in such disrepair or condition that such component is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

SECTION 5: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 301.4, Accessibility Compliance is hereby amended to add code section to read as follows:

301.4 Accessibility Compliance. All Maryland Accessibility requirements shall be maintained and in good repair.

SECTION 6: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 302.11, Signs is hereby amended to read as follows:

302.11 Signs. All on and off premise signs shall be maintained in good repair, properly painted and maintained in a skillful and reasonable manner. On premise signs advertising a business that has been out of operation for more than 30 days shall be removed.

Exemption: The provisions of this section shall not apply to historic painted signs approved for preservation by the Historic District Commission.

SECTION 7: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 304.13,

Window, light and door frames is hereby amended to read as follows:

304.13 Window, light and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. A storm window shall not constitute as a window.

SECTION 8: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 304.15, Doors is hereby amended to read as follows:

304.15 Entry Doors. All entry doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units, transient housing units, and guestrooms shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.10.

SECTION 9: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 305.1, Interior General is hereby amended to read as follows:

305.1 Interior General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a transient housing facility, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property. Transient housing units shall be provided housekeeping services at least once per week by the transient housing facility.

SECTION 10: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 305.3, Interior surfaces is hereby amended to read as follows:

305.3 Interior surfaces. All interior surfaces, including floors, ceilings, counters, cabinets, windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

SECTION 11 Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. Section 308, Extermination be and is hereby amended to read as follows:

308.1 Infestation. All structures shall be kept free from infestation. All structures in which an infestation is found shall be promptly exterminated by approved processes that will not be injurious to human health. After ex-termination, proper precautions shall be taken to prevent re-infestation.

308.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure and/or rental unit and/or transient housing unit.

308.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

308.4 Multiple occupancy. The owner of a structure containing two or more rental units, a multiple occupancy, a rooming house, transient housing facility, or a nonresidential structure shall be responsible for extermination of the entire structure when more than one unit is infested.

308.5 Shared Areas. The owner of a structure containing two or more dwelling rental units, a multiple occupancy, a rooming house, transient housing facility, or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property.

308.6 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the rental unit or transient housing unit.

> **Exception:** Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

308.7 Documentation. The owner of a structure shall provide the Code Official with a report from a licensed extermination professional indicating the property has been abated of the infestation and the proper precautions to prevent re-infestation.

SECTION 12: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 404.8, Kitchen Floor Surface is hereby amended to add code section to read as follows:

404.8 Kitchen Floor Surface. Every kitchen floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 13: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 502.4, Employee' facilities is hereby amended to read as follows:

502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

> **Exemption:** Where drinking facility was not required at the time of original construction.

SECTION 14: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 503.4, Toilet room and bathroom floor surface is hereby amended to read as follows:

503.4 Toilet room and bathroom floor surface. Every toilet room and bathroom floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 15: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 603.1.1, Mechanical Servicing is hereby amended to add code section to read as follows:

603.1.1 Mechanical Servicing. All fossil fuel appliances shall be serviced by a Maryland licensed HVAC professional annually.

SECTION 16: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 604.3.3, Electrical Device Hazard is hereby amended to add code section to read as follows:

604.3.3 Electrical Device Hazard. An electrical device shall not be painted.

SECTION 17: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 702.1.1, Maintenance is hereby amended to add code section to read as follows:

702.1.1 Maintenance. The means of egress shall be maintained in good repair, structurally sound and sanitary.

SECTION 18: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 702.11, Unit identification is hereby amended to add code section to read as follows:

702.11 Unit identification. Each unit in a structure or room in a transient housing facility shall be identified with a unique identifier. The identification shall be located 5 feet (1524 mm) above the floor in a position which is readily visible when the doors are in the open and closed position.

SECTION 19: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 702.12, Emergency Instructions is hereby amended to add code section to read as follows:

702.12 Emergency Instructions. A floor diagram reflecting the floor plan, exit locations, and transient housing unit identification shall be posted in an approved location in every transient housing unit. Fire safety information shall be provided in accordance with the currently adopted Fire Prevention Code of the City of Hagerstown.

SECTION 20: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 706.1, General is hereby amended to read as follows:

706.1 General. The fire resistance rating of entry doors, floors, walls, ceilings, and other elements and components required by the then currently adopted City Code shall be maintained.

SECTION 21: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 707.6, Backflow Prevention is hereby amended to add code section to read as follows:

707.6 Backflow Prevention. Backflow prevention assembles are required and to be maintained in good repair on potable water lines serving fire sprinkler systems and fire service standpipes. Backflow prevention devices are required and to be maintained in good repair for all commercial kitchen equipment served by potable water in accordance with City Plumbing Code.

SECTION 22: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 707.6.1, Backflow Prevenetion Testing is hereby amended to add code section to read as follows:

707.6.1 Backflow Prevention Testing. All backflow prevention assembles for fire suppression systems shall be inspected annually and the inspection report be submitted to the Department. The water purveyor's reports shall be used for the inspection report.

SECTION 23: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 708.1, Exit signs is hereby amended to read as follows:

708.1 Exit signs. All required means of egress in multiple unit residential structures with more than three stories above grade shall be indicated with approved EXIT SIGNS. All exit signs shall be maintained in an efficient, safe operating condition and remain visible. All means of egress in nonresidential structures shall be indicated with approved Exit Signs where required by the building code.

SECTION 24 Chapter 64 of the Code of the City of Hagerstown, Section 64-8, Chapter 8, Smoke Alarms is hereby amended to read as follows:

Chapter 8
SMOKE & CARBON MONOXIDE ALARMS
SECTION 801
GENERAL

801.1 Scope. The provisions of this chapter shall govern the minimum standards for smoke and carbon monoxide alarms in existing structures.

801.2 Smoke Alarm Responsibility. The owner of the structure shall provide and maintain such smoke alarms in compliance with these requirements. A person shall not

occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

801.3 Carbon Monoxide Responsibility. The owner of the structure that relies on the combustion of a fossil fuel for heat, ventilation, hot water, clothes drying, fireplace, has an attached garage or was built after January 1, 2008 shall provide and maintain such carbon monoxide alarms or combination alarms in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 802
MAINTENANCE AND TESTING

802.1 Compliance. The more restrictive code of the then currently adopted City Code or the State of Maryland Fire Prevention Code shall govern for compliance in all smoke alarms, smoke detectors, carbon monoxide alarms, and combination alarms requirements.

802.2 Maintenance. All existing smoke alarms, smoke detectors, carbon monoxide alarms, and combination alarms must be properly installed and maintained in a working condition.

802.2.1 Replacement. In all residential occupancies, all smoke alarms, smoke detectors, carbon monoxide alarms, and combination alarms in operation for more than ten (10) years shall be replaced.

802.3 Installation. All smoke alarms, smoke detectors, carbon monoxide alarms, and combination alarms shall be installed in accordance with the Code of the City of Hagerstown, the manufacturer's instructions, NFPA 72, and NFPA 720. When actuated, the smoke alarms smoke detectors, carbon monoxide alarms, or combination alarms shall provide an alarm suitable to warn the occupants within the individual room or dwelling unit.

802.4 Testing. All fire-warning and carbon monoxide-warning equipment shall be maintained and tested in accordance with the manufacture's instructions and in compliance with nationally accepted standards.

802.5 Alterations, repairs and additions. Any permitted alterations, repairs and additions completed on the structure must comply with the Code of the City of Hagerstown as related to smoke alarms and carbon monoxide alarms.

802.6 Tampering. Anyone tampering or interfering with the effectiveness of a smoke alarm smoke detector, carbon monoxide alarms, or combination alarms shall be in violation of this code.

802.7 UL Listed. All smoke alarms shall be in compliance with UL217 or UL268. All carbon monoxide alarms shall be in compliance with UL2034 or UL 2075. All combination alarms shall be in compliance with all UL listings contained in this section.

SECTION 803
LOCATION REQUIREMENTS

803.1 Location Level. Smoke alarms, smoke detectors, carbon monoxide alarms, and combination alarms shall be installed on every level including basements.

> **Exception:** Smoke alarms, smoke detectors, carbon monoxide alarms, or combination alarms shall not be required in nonhabitable attics and crawl spaces.

803.2 Location Split Level. In dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm, smoke detector, carbon monoxide alarm, or combination alarm installed on the upper level shall suffice for the adjacent level, provided that the lower level is less than one full story below the upper level.

803.3 Location Bedrooms. Smoke alarms, smoke detectors and combination alarms shall be installed outside each separate sleeping area in the immediate vicinity of the bedrooms. Structures built or altered after January 1, 2001 shall also install smoke detectors or smoke alarms in each sleeping room.

SECTION 804
INTERCONNECTION

804.1 Smoke Alarm Interconnection. Where structures are built on or after January 1, 1989, interconnection of smoke alarms, smoke detectors and combination alarms shall be required.

> **Exception:** Interconnection on a structure constructed prior to January 1, 1989 may be required by the Code Official if certain substandard aspects of the building warrant such a measure to protect public health, safety and welfare.

804.2 Carbon Monoxide Interconnection. All carbon monoxide alarms within a dwelling unit shall be interconnected.

> **Exception:** Alarms installed in existing construction shall not be required to be interconnected unless required by the Code Official.

804.3 Maintenance. Smoke alarms and smoke detectors shall maintain interconnection within the unit.

SECTION 805
SMOKE ALARM POWER SOURCE – ONE and TWO FAMILY DWELLING

805.1 Power Source. All one and two family dwellings shall be required to comply with requirements in 805.1.1 through 805.1.3.

805.1.1 Before 1975. Where structures are built before July 1, 1975, ten (10) year lithium battery powered smoke alarms or combination alarms that are sealed and tamper-resistant shall be required.

805.1.2. Between 1975 and 1990. Where structures are built between July 1, 1975 and June 30, 1990, AC primary smoke alarms or combination alarms shall be required.

805.1.3. After 1990. Where structures are built on or after July 1, 1990, AC primary with battery backup smoke alarms or combination alarms shall be required.

SECTION 806
SMOKE ALARM POWER SOURCE – THREE UNIT DWELLINGS, GUEST ROOMS, BOARDING HOUSES, SUITES, DORMITORIES AND OTHER SIMILAR STRUCTURES

806.1 Power Source. All three unit dwellings, guest rooms, boarding houses, suites, dormitories and other similar structures shall be required to have on of the following:

OPTION 1 – Installation of ten (10) year lithium battery powered smoke alarms or combination alarms on every level, outside each separate sleeping area in the immediate vicinity of the bedrooms, or

OPTION 2 – Installation of AC primary with battery backup smoke alarms or combination alarms on every level, in each dwelling unit outside each separate sleeping area in the immediate vicinity of the bedrooms.

Exceptions:

1. A commercial light and power source along with a secondary battery source that is capable of operating the device for at least twenty-four (24) hours in the normal condition followed by four (4) minutes of alarm.

2. A commercial light and power source is not normally available, a noncommercial ac power source along with a secondary battery source that is capable of operating the device for at least seven (7) days in the normal condition followed by four (4) minutes of alarm.

3. Other systems as approved by the Fire Marshal's Office, Planning and Code and Administration Department or authority having jurisdiction.

SECTION 807
SMOKE ALARM POWER SOURCE – FOUR OR MORE UNIT DWELLINGS, GUEST ROOMS, BOARDING HOUSES, SUITES, DORMITORIES AND OTHER SIMILAR STRUCTURES

807.1 Power Source. All four or more unit dwellings, guest rooms, boarding houses, suites, dormitories and other similar structures shall be required to have AC primary battery back-up smoke alarms, smoke detectors or combination alarms.

Exceptions:

1. A commercial light and power source along with a secondary battery source that is capable of operating the device for at least twenty-four (24) hours in the normal condition followed by four (4) minutes of alarm.

2. A commercial light and power source is not normally available, a noncommercial ac power source along with a secondary battery source that is capable of operating the device for at least seven (7) days in the normal condition followed by four (4) minutes of alarm.

3. Other systems as approved by the Fire Marshal's Office, Planning and Code Administration Department or authority having jurisdiction.

SECTION 808
CARBON MONOXIDE POWER SOURCE

808.1 Power Source. All structures that require carbon monoxide alarms shall be required to comply with one of the following requirements in 808.1.1 through 808.1.4.

808.1.1 Battery. Ten (10) year lithium battery powered carbon monoxide alarms that are sealed and tamper-resistant.

808.1.2 AC Power. AC Primary with battery backup carbon monoxide alarms.

808.1.3 Control Unit. Alarms are connected to an on-site control unit that monitors the carbon monoxide alarms remotely so that a responsible party is alerted when the device activates the alarm signal and receives primary power from a battery or the control unit.

808.1.4 Other System. Other system as approved by the Fire Marshal's Office, Planning and Code Administration Department, or authority having jurisdiction.

SECTION 809
DEAF OR HEARING IMPAIRED SMOKE ALARMS

809.1 Deaf or Hearing Impaired Smoke Alarms. An owner of a structure where a deaf or hearing impaired occupant resides shall install a smoke alarm when activated provides a signal that:

1. Is approved by a nationally recognized testing laboratory for electrical appliances and approved by the Fire Marshall's office

And

2. Is sufficient to warn the deaf or hearing impaired resident(s) or occupant(s).

809.2 Deaf or hearing Impaired Carbon Monoxide Alarms. An owner of a structure where a deaf or hearing impaired occupant resides that requires a carbon monoxide alarms per the City Code shall install a carbon monoxide alarm or combination alarm so that when activated the alarm provides a signal that:

1. Is approved by a nationally recognized testing laboratory for electrical appliances and approved by the Fire Marshall's office

And

2. Is sufficient to warn the deaf or hearing impaired resident(s) or occupant(s).

809.3 Deaf or hearing Impaired Transient Housing. A transient housing facility shall have available at least one approved notification appliance for the deaf or hard of hearing individual for each 50 units or fraction of 50 units.

809.3.1 Posting. A transient housing facility shall post in a conspicuous place at the registration desk a permanent sign that states the availability of smoke alarm notification appliances for the deaf or hard of hearing individual.

SECTION 25: Chapter 64 of the Code of the City of Hagerstown, Section 64- 8. 106.4, Penalty be and the table of Municipal Infraction Fines is hereby amended for the following line items, all other line items to remain as previously adopted, to read as follows:

Municipal Infraction Fines

Code Section	Title	Fines
	Section 308	
	Extermination	

308.5	Shared Area	$200
308.6	Occupant	$200
308.7	Documentation	$200

Section 404
Occupancy Limitations

404.8	Kitchen Floor Surfaces	$200

Section 603
Mechanical Equipment

603.1.1	Mechanical Services	$200

Section 604
Electrical Facilities

604.3.3	Electrical Device Hazards	$100

Section 702
Means of Egress

702.1.1	Maintenance	$500
702.11	Unit identification	$200
702.12	Emergency Instructions	$200

Section 706
Fire Resistance Ratings

707.6	Backflow Prevention	$500
707.6.1	Backflow Prevention Testing	$500

Chapter 8 Smoke & Carbon Monoxide Alarms
Section 801
General

801.3	Carbon Monoxide Responsibility	$1,000

Section 802
Maintenance and Testing

802.7	UL Listed	$500

Section 804
Interconnection

804.2	Carbon Monoxide Interconnection	$500

Section 808
Carbon Monoxide Power Source

808.1	Power Source	$500
808.1.1	Battery	$500
808.1.2	AC Power	$500
808.1.3	Control Unit	$500
808.1.4	Other System	$500

Section 809
Deaf or Hearing Impaired Smoke Alarms

809.1	Deaf or Hearing Impaired Smoke Alarms	$500
809.2	Dear of hearing Impaired Carbon Monoxide Alarms	$500
809.3	Deaf or hearing Impaired Transient Housing	$500
809.3.1	Posing	$500

SECTION 26: Effective date. This Ordinance shall become effective immediately upon the effective date of this enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL
MARYLAND

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN,

Donna K. Spickler, City Clerk

Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: April 23, 2024
Effective Date: May 24, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Ordinance - Amending Chapter 230, Transient Housing

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Chapter_230_-_Amendments_Approval_4.23.24.pdf	Approve Ordinance - amend Chapter 230

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **April 23, 2024**

TOPIC: **Approval of an Ordinance:** Amending Chapter 230, Transient Housing, to enhance support to our neighborhoods.

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

MOTION: I hereby move for the Mayor and City Council to approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 230, Transient Housing, which will (1) amend the definition of transient visitor and (2) require the transient housing license to be displayed in the lobby or other prominent public place on the premises.

DATE OF INTRODUCTION:	03/26/2024
DATE OF PASSAGE:	04/23/2024
EFFECTIVE DATE:	05/24/2024

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 230 THEREOF, *TRANSIENT HOUSING*

RECITALS

WHEREAS, the Mayor and Council have enacted Chapter 230 Transient Housing of the City Code to protect and promote the public health, safety and welfare of the citizens and transient visitors of Hagerstown, to establish rights and obligations of the owner/manager and the transient visitors in the use of transient housing facilities, and to encourage all parties to maintain and improve the quality of transient housing facilities within the community; and

WHEREAS, the Mayor and Council desire to amend the aforesaid Chapter 230 to: (1) amend the definition of transient visitor; and (2) require the displaying of the license to protect, preserve, and promote the health, safety and welfare of the citizens and transient visitors of Hagerstown; and

WHEREAS, the Mayor and Council find it in the best interest of the citizens of the City of Hagerstown to do so;

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

Section 1. The Code of the City of Hagerstown Chapter 230 *Transient Housing*, be and is hereby amended as follows:

§230-2 Definitions

This section shall remain as currently drafted, except for the following revision:

TRANSIENT VISITOR. A person who purchases lodging, with or without meals, for a period typically less than 30 days, but in no case more than 182 consecutive days.

§ 230-3. Transient housing license required.

This section shall remain as currently drafted, except for the following revision:

It shall be unlawful for the owner(s) of any transient housing facility to permit occupancy of any transient housing unit by a transient visitor unless said unit is currently licensed by the City and said license has not been denied, revoked or suspended. The license shall be displayed in the lobby or other prominent public place on the premises during the entire period the license is in effect.

Section 2. Effective Date. This Ordinance shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

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: March 26, 2024
Date of Passage: April 23, 2024
Effective Date: May 24, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Ordinance: Update of Chapter 204, Billboard Ordinance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Approve_Ordinance_Billboard_Ord_Update_mtg_package_4_23_2024.pdf	Approve Ordinance to Repeal and Re-enact Chapter 204

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **April 23, 2024**

TOPIC: **Approval of an Ordinance:** Amend City Code by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs – Off-Premises and Billboards.

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

MOTION: I hereby move that the Mayor and City Council approve an ordinance to amend the City Code by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs – Off-Premises and Billboards. The re-enacted chapter is a comprehensive update of the chapter originally adopted in 1999. The purpose of the update is to reasonably accommodate off-premises advertising signs while also establishing minimum standards intended to further traffic safety, maintain and enhance the aesthetic environment of the city, and minimize possible adverse effects of signs on nearby public and private property.

DATE OF INTRODUCTION: 3/26/2024
DATE OF PASSAGE: 4/23/2024
EFFECTIVE DATE: 5/24/2024

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, BY REPEALING CHAPTER 204 THEREOF, ENTITLED *SIGNS*, AND RE-ENACTING CHAPTER 204 TO BE RETITLED *SIGNS - OFF-PREMISES AND BILLBOARDS*

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate and require inspections of off-premises signs and billboards within the City; and

WHEREAS, the Mayor and Council have a responsibility to further traffic safety and maintain and enhance the aesthetic environment within the City; and

WHEREAS, the Mayor and Council recognize the public service provided by orderly and well-maintained off-premise advertising signs and billboards to conduct competitive commerce and industry; and

WHEREAS, the Mayor and Council desire to update the 1999 code, Chapter 204, Signs, to better protect and promote the public health, safety and welfare of the citizens and bring the City's off-premises sign regulations up to current standards of the industry.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. The aforegoing recitals be and are incorporated herein as if restated verbatim.

2. The Code of the City of Hagerstown is hereby amended by repealing Chapter 204, Signs, and re-enacting Chapter 204, Signs – Off-premises and Billboards, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

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: 03/26/2024
Date of Passage: 04/23/2024
Effective Date: 05/24/2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

204-1. Short title.

This chapter shall hereinafter be known and cited as the "Billboard Ordinance."

§204-2. Purpose.

A. There is a significant relationship between the manner in which off-premises advertising signs and billboards are displayed and the public safety and the value and economic stability of adjoining properties. The reasonable display of off-premises advertising signs and billboards is necessary as a public service and necessary in order to conduct competitive commerce and industry.

B. The purpose of this chapter is to establish minimum standards for off-premises advertising signs and billboards within the City of Hagerstown to further traffic safety by minimizing distractions and obstructions, to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth, to minimize the possible adverse effects of off-premises advertising signs and billboards on nearby public and private properly and to enable the fair and consistent enforcement of this chapter.

§204-3. Definitions.

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

BILLBOARD -An outdoor off-premises board displaying advertisements.

DEPARTMENT – Planning and Code Administration Department

DIGITAL SIGN - A sign which automatically changes message or copy electronically to create static images of a certain fixed duration. For purposes of this Chapter a digital sign shall not include full-motion video or scrolling, rolling or dissolving images, or signs maintained by the City of Hagerstown within the public right-of-way for a public purpose or benefit.

FACE - The surface of any sign or billboard upon, against, or through which the message is displayed or illustrated on said sign or billboard.

FREESTANDING - Any structure not permanently affixed or attached to a building or other permanent improvement.

GOVERNMENTAL SIGNS – Signs erected and maintained by the City, County, State or Federal Government for designation or direction to community facilities, to provide

information on traffic control and public safety and to provide public service announcements. Such signs serve a public purpose and as such are exempt from this code.

INSTITUTIONAL ZONING DISTRICT – The INST zoning district as defined in Chapter 140.

LOT - Any piece or parcel of land or a portion of a subdivision that is recorded in the land records of Washington County, Maryland.

MIXED-USE ZONING DISTRICTS – The CC-MU and N-MU zoning district as defined in Chapter 140.

OFF-PREMISES ADVERTISING SIGN - Any sign, billboard or other structure or vehicle which advertises an event, product, service, business or entertainment media which is not available or located on the premises. An off-premises advertising billboard includes any sign, billboard or other structure which displays multiple messages and includes at least one message which advertises anything which is not available or located on the premises.

ON-PREMISES SIGN – Any sign, billboard or other structure or vehicle which advertises an event, product, service, business or entertainment media which is available or located on the premises.

PORTABLE SIGN -Any off-premises advertising sign not permanently affixed to the ground or a building or not designed to be permanently attached to the ground or a building.

PREMISES – Any single parcel or lot of real property in the City, including the land and all improvements or structures, upon which a sign is located.

RESIDENTIAL ZONING DISTRICT – The RMOD, RMED, RH, and RO zoning districts as defined in Chapter 140.

ROOFTOP SIGN - Any off-premises advertising sign located on or attached to the roof of a building, garage, shed or other structure, including a porch roof, lower level roof or a roof on any level of such structure.

SIGN - Any structure, display or device that is arranged, intended, designed or used as an off-premises advertisement, announcement, identifier, description, or direction to attract the public's attention.

SUBSTANTIAL RECONSTRUCTION – Replace or rebuild existing off-premises advertising sign that changes the structural design of the original off-premises advertising sign, height, number of sign faces, type of sign face, etc.

§204-4. Location restriction.

It shall be unlawful for any person to erect and thereafter maintain within any residential, mixed-use, or institutional zoning district of the City any billboard or other off-premise

advertising sign which is visible from other properties in those districts or from a public right-of-way.

§204-5. Off-premises advertising sign restrictions.

A. No off-premises advertising sign which was not in existence prior to March 15, 1999 shall be permitted within the City limits of the City of Hagerstown, unless said sign is in compliance with the provisions of this chapter. Any off-premises advertising sign existing outside of the City limits immediately prior to annexation, which is subsequently annexed into the City limits, shall be considered to have existed prior to March 15, 1999.

B. No increase in size or height, number of sign faces, change to digital, internally illuminated sign face, or relocation of an existing off-premises advertising sign shall be permitted after March 15, 1999, unless the property and off-premises advertising sign is in compliance with this chapter.

C. It shall be unlawful for any person, partnership, corporation, or other entity to own, construct or maintain an off-premises advertising sign within the City limits of the City of Hagerstown without first obtaining a building permit for such off-premises advertising sign and remitting the required permit fee. A building permit is required for each off-premises advertising sign, regardless of size or type. No building permit shall be issued unless the off-premises advertising sign is in compliance with the standards, restrictions and requirements of this chapter. This permit requirement shall not be applicable to any off-premises advertising sign in existence prior to March 15, 1999, except upon replacement thereof or the substantial reconstruction, repair, or modification thereof.

D. All building permit applications for off-premises advertising signs shall be filed with the Department.

§204-6. Standard for off-premises signs.

The following standards shall apply to all off-premises advertising signs which are constructed after March 15, 1999 and to existing off-premises advertising signs which are replaced entirely or are substantially reconstructed, repaired or modified.

A. Not more than one off-premises advertising sign shall be allowed per lot and no new off- premises advertising sign shall be located within 300 feet of any existing off-premises advertising sign, regardless of the number of lots in between. This restriction shall not be applicable to any off-premises advertising sign prior to March 15, 1999 when said sign is repaired without substantial reconstruction.

B. All freestanding off-premises advertising signs shall be set back not less than 25 feet from the right-of-way line of all streets. All freestanding off-premises advertising signs shall be setback at least 300 feet from an intersection of the Dual Highway and

at least 100 feet from any other intersection. This setback line restriction shall not be applicable to any off- premises advertising sign prior to March 15, 1999 when said sign is being repaired without substantial reconstruction.

C. No off-premises advertising signs shall be located within 100 feet of a City residential zoning district, and if internally illuminated or digital, within 500 feet of a City residential zoning district. This restriction shall not be applicable to any off-premises advertising sign prior to March 15, 1999 when said sign is being repaired without substantial reconstruction.

D. No off-premises advertising sign face on a freestanding structure shall exceed a total of 300 square feet per sign face in surface area including trim, nor shall it contain more than one message per face, except for complementary or joint messages.

E. Freestanding off-premises advertising signs may have one, two, or three faces. Two-faced signs shall have the two faces placed back-to-back. Three-faces signs shall have the faces placed in a triangular configuration.

F. No off-premises advertising sign face attached to a building shall exceed one square foot per linear foot of the wall it's mounted on with a maximum of 300 square feet permissible. No more than one wall-mounted off-premises advertising sign is permissible per property. Must be mounted flush to the wall.

G. Digital off-premises advertising signs are permissible provided they are equipped with auto dimming that adjust the brightness to the ambient light at all times of the day and night, hold a stationary image for at least 8 seconds, do not have flashing, moving, or video images, and have a maximum 1-2 second transition time between images.

H. No freestanding off-premises advertising sign shall exceed 30 feet in height measured from the grade to the highest point of the structure.

§204-7. Maintenance.

All off-premises advertising signs, structures, and faces shall be kept in good repair and properly painted and maintained in a skillful and reasonable manner. All exterior lighting and illumination will be oriented toward the ground. Any plan to substantially reconstruct an off-premises advertising sign or alter the number of type of sign faces on an existing billboard shall only per permissible if in compliance with this Chapter.

§204-8. Prohibited signs.

A. Regardless of whether any such sign was in existence prior to March 15, 1999, the following off-premises advertising signs are specifically prohibited:

(1) Portable signs.

(2) Any signs which include strobing or revolving lights. This prohibition shall not apply to digital signs which are regulated as to image changing in §204-6.

(3) Rooftop signs

(4) Signs on or attached to stationary equipment such as semitruck trailers where signing is the apparent principal use of the equipment on either a temporary or permanent basis.

(5) Any signs which mimic traffic signs or which obscure drivers' view of other traffic.

(6) Any signs visible from the interstate or a state or federal scenic byway, unless otherwise approved by State Highway Administration (SHA) or Federal Highway Administration (FHA)

§204.9 Enforcement; appeals; violations and penalties.

A. The provisions of this chapter shall be enforced by the Department. Enforcement actions shall be prosecuted against the owner of an off-premises advertising the sign, the tenant of the property on which the off-premise advertising sign is located, and/or the owner of the property on which the off-premises advertising sign is located. Any person affected by an action of the City for a violation of this chapter shall have 30 days from the date upon which notice is issued to file an appeal, in writing, to the Board of Code Appeals.

B. Any owner of a sign or landowner upon which a sign is located whose sign does not display the required permit as provided for in this chapter or who otherwise violates any of the provisions of this chapter shall be guilty of a municipal infraction. Pursuant to Article III, Chapter 1, of the City Code, each day the sign exists without a permit or in violation of this chapter shall be a separate offense.

C. The fine for violation of this chapter shall be $100 for each initial violation, and $200 for each day thereafter that the violation continues.

§204-10 Expiration of Off-Premises Designation

Any off-premises advertising sign utilized on a premises to advertise anything which is available or located on said premises for a period of two-years shall lose the designation as an off-premises advertising sign. This sign would be designated as a non-conforming on-premises sign and be subject to the provisions of Chapter 140, Land Management Code.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Ordinance: Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Ordinance_-_Revised_Drug_Free_School_Zone_Map_and_Code_Amendments.pdf	Ordinance - Drug Free School Zone and Chapter 25 Amendments

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: March 26, 2024

TOPIC: Approval of an Ordinance: Adoption of Revised Drug Free School Zone Map and Amending Chapter 25 of the City Code

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

MOTION: I hereby move for the approval of an Ordinance to revise the Drug Free School Zone map to add the Hagerstown Children's School and remove other schools that no longer exist, and to amend Chapter 25 of the City Code.

Date of Introduction: 3/26/24
Date of Passage: 4/23/24
Effective Date: 5/23/24

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE AUTHORIZING THE ADOPTION OF A REVISED DRUG FREE SCHOOL ZONE MAP AND OTHERWISE AMENDING THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 25 THEREOF, ENTITLED DRUG FREE SCHOOL ZONES, TO RECOGNIZE THE REVISED MAP

RECITALS

WHEREAS, the City of Hagerstown has previously adopted legislation, set forth in Chapter 25, establishing Drug Free School Zones within the corporate boundaries of the City of Hagerstown; and

WHEREAS, §25-2 contemplates that Chapter 25 may be amended to reflect any additions or deletions with respect to the location and boundaries of school property and drug-free school zones;

WHEREAS, the Mayor and Council desire to add the location of the Drug Free School Zones to include the Hagerstown Children's School; and

WHEREAS, the Mayor and Council desire to delete the following locations from the Drug Free School Zones: (1) Winter Street Elementary School; (2) Washington County Board of Education Headquarters; and (3) St. Maria Goretti Catholic High School; and

WHEREAS, the Mayor and Council desire to change the erroneous references to the Education Article of the Annotated Code of Maryland Section 4-122 (in Chapters 25-1 and 25-6) to the Education Article of the Annotated Code of Maryland Section **4-124**; and

WHEREAS, the Mayor and Council find it in the best interests of the citizens of the City of Hagerstown to do so;

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body as follows:

1. That the revised Drug Free School Zone Map produced on or about the _____ day of _____, 2024, by the Engineering Department for the City of Hagerstown, Maryland, a copy of which is attached hereto, incorporated herein and made a part hereof and is designated as "City of Hagerstown Engineering Department Drawing No. 73-045," be and is hereby approved and adopted as an official finding and record of the location and areas within the municipality of property which is used for school purposes and which is owned by or leased to any private or public elementary or secondary school or school board and of the areas on or within one thousand (1,000) feet of such school property; and

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

2. That Chapter 25 of the Code of the City of Hagerstown, Maryland, Section 25-1, is hereby amended to read as follows:

§ 25-1. Legislative authority; adoption of map.

Pursuant to the provisions of the Annotated Code of Maryland, the Charter of the City of Hagerstown and in particular, but not limited thereto, the provisions of §5-627 of the Criminal Law Article and the provisions of §4-124 of the Education Article of the Annotated Code of Maryland, the Mayor and Council of the City of Hagerstown, Maryland, do hereby declare that the Drug Free School Zone Map produced on or about the _____ day of _____, 2024, by the Engineering Department for the City of Hagerstown, Maryland, a copy of which is attached hereto,

incorporated herein and made a part hereof and is designated as "City of Hagerstown Engineering Department Drawing No. 73-045," is hereby[1] approved and adopted as an official finding and record of the location and areas within the municipality of property which is used for school purposes and which is owned by or leased to any private or public elementary or secondary school or school board and of the areas on or within one thousand (1,000) feet of such school property.

§ 25-6. Applicability of state statutes.

The reference to §4-122 of the Education Article of the Annotated Code of Maryland is hereby changed to §4-124 of the Education Article of the Annotated Code of Maryland. Otherwise, Chapter 25-6 shall remain as written.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Ordinance shall become effective at the expiration of 30 calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

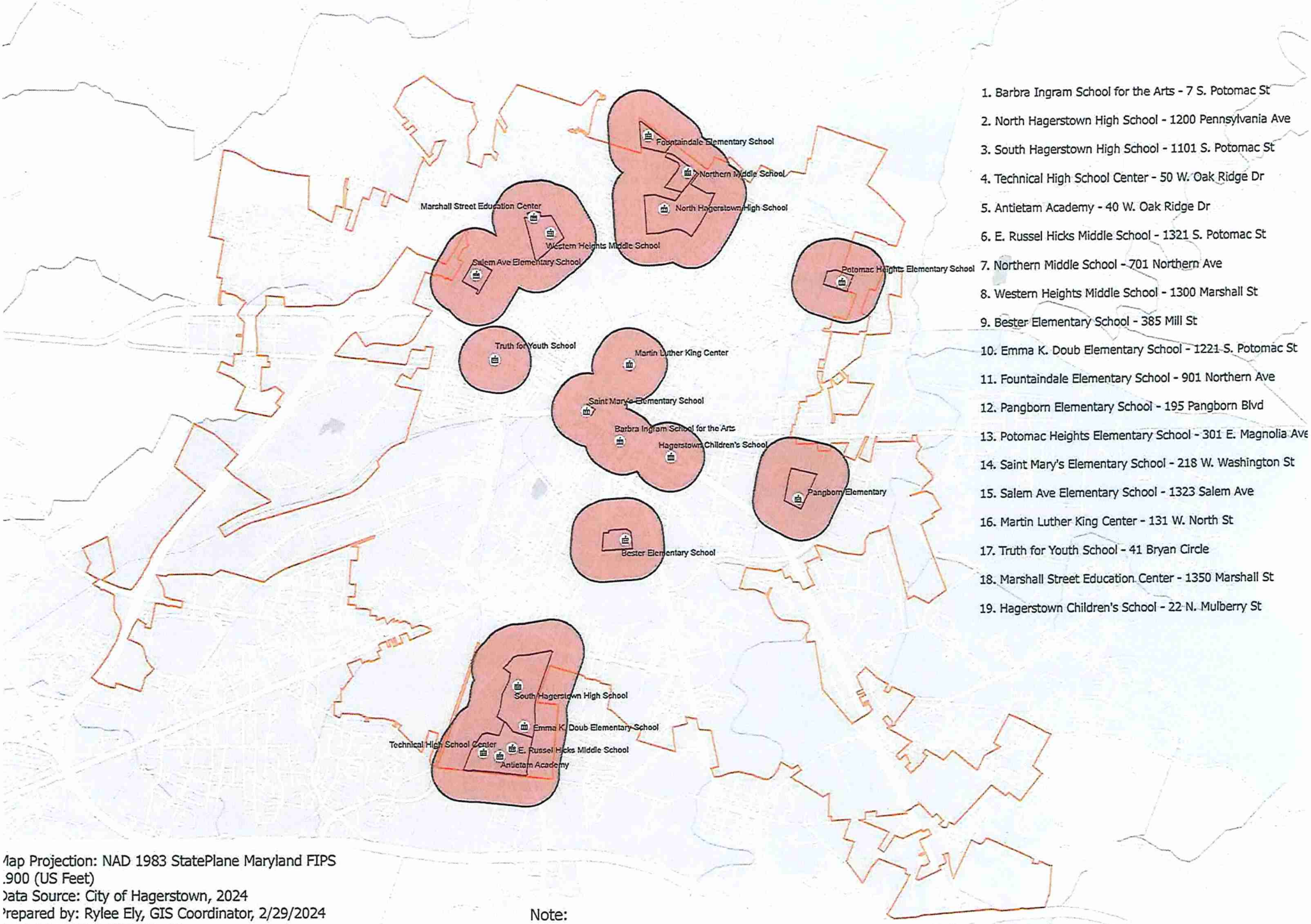
_____
Donna K. Spickler,
City Clerk

_____
Tekesha Martinez, Mayor

Date of Introduction: March 26, 2024
Date of Passage: April 23, 2024
Effective Date: May 23, 2024

PREPARED BY:
SALVATORE & MORTON, LLC, CITY ATTORNEY

[1] Editor's Note: The Drug-Free School Zone Map is on file in the City Clerk's Office.



1. Barbra Ingram School for the Arts - 7 S. Potomac St
2. North Hagerstown High School - 1200 Pennsylvania Ave
3. South Hagerstown High School - 1101 S. Potomac St
4. Technical High School Center - 50 W. Oak Ridge Dr
5. Antietam Academy - 40 W. Oak Ridge Dr
6. E. Russel Hicks Middle School - 1321 S. Potomac St
7. Northern Middle School - 701 Northern Ave
8. Western Heights Middle School - 1300 Marshall St
9. Bester Elementary School - 385 Mill St
10. Emma K. Doub Elementary School - 1221 S. Potomac St
11. Fountaindale Elementary School - 901 Northern Ave
12. Pangborn Elementary School - 195 Pangborn Blvd
13. Potomac Heights Elementary School - 301 E. Magnolia Ave
14. Saint Mary's Elementary School - 218 W. Washington St
15. Salem Ave Elementary School - 1323 Salem Ave
16. Martin Luther King Center - 131 W. North St
17. Truth for Youth School - 41 Bryan Circle
18. Marshall Street Education Center - 1350 Marshall St
19. Hagerstown Children's School - 22 N. Mulberry St

Map Projection: NAD 1983 StatePlane Maryland FIPS 1900 (US Feet)
Data Source: City of Hagerstown, 2024
Prepared by: Rylee Ely, GIS Coordinator, 2/29/2024
Project Location: 73-045 - M:\Drafting\DWGS\73-000\73-045 Drug Free Zones\GIS\Drug Free Zones 2024

0 0.5 1 Mile

Hagerstown ENGINEERING

Note:

The buffers illustrate an approximate location of Drug Free Zones.

Drug Free Zones created by applying a 1,000 foot buffer around the individual parcel.

Some locations are outside the City of Hagerstown, Corporate limits. The 1,000 foot buffer crossed the Corporate boundary.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Annexation Plan -- A-2024-03: 45 West Oak Ridge Drive

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MCC_Packet_Apr_23_Plan.pdf	A-2024-03 Annex Plan Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: April 23, 2024

TOPIC: Approval of Annexation Plan – A-2024-03: 45 West Oak Ridge Drive

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-2024-03: 45 West Oak Ridge Drive, Lot Two of the JDA annexation agreement. The portion of property to be annexed is approximately 52 acres in size and is intended to be added to and made part of the adjacent municipal lands with I-MU zoning.

DATE OF PASSAGE: 04/23/24

EFFECTIVE DATE: 04/23/24

City of Hagerstown, Maryland

Annexation Case No. A-2024-03

Property Owners:	JDA Hagerstown Industrial Properties, LLC
	JDA Hagerstown Industrial Properties II, LLC
Applicant:	City of Hagerstown
Location of Property:	45 West Oak Ridge Drive, Lot 2 (Tax Map 57, Grid 3 Parcel 635)

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 +/- 52 acres. This lot will be occupied by Building 2 of the in-progress development.

B. The proposed zoning is I-MU (Industrial-Mixed Use). The purpose of the I-MU District Is to provide locations for general industrial uses and some mixed uses.

   The I-MU zoning classification proposed for this site is substantially similar to the industrial and professional/technical service sector side of the County's current zoning of HI (Highway Interchange) while not allowing some of the commercial zoning uses in the HI. The City's I-MU is intended to be a more focused business employment land use category rather than one that combines the broader array of land use categories found in the County's HI. The I-MU is consistent with how the site is developing.

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 are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.

B. The uses of the annexation area are non-residential in nature and will have no additional impact on the Washington County Free Library as a result of the annexation.

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 part of a tract under construction with a Washington County approved site plan. The property is approved for City Water and Wastewater service per an annexation agreement. Sufficient capacity exists to serve the proposed plan.

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.

The Hagerstown Light Department provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by the HLD. Contact the HLD for details regarding street light installation requirements.

D. No significant impact on emergency medical service delivery is expected.

E. The area proposed for annexation fronts West Oak Ridge Drive. It is recommended that the City and County evaluate transfer of responsibility for West Oak Ridge Drive, since at the conclusion of the annexation. The majority of the road will fall within the Corporate Boundary. 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. 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-2024-03: 45 West Oak Ridge Drive

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MCC_Packet_Apr_23_Intro_Res.pdf	A-2024-03 Annex Res Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: April 23, 2024

TOPIC: Introduction of Annexation Resolution – A-2024-03: 45 West Oak Ridge Drive

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-2024-03: 45 West Oak Ridge Drive, Lot Two of the JDA annexation agreement. The portion of property to be annexed is approximately 52 acres in size and is intended to be added to and made part of the adjacent municipal lands with I-MU zoning. The resolution package includes the annexation plat, zoning exhibit, and pre-annexation agreement.

DATE OF INTRODUCTION: 04/23/24

HEARING DATE: 06/18/24

DATE OF PASSAGE: 07/09/24

EFFECTIVE DATE: 08/23/24

Resolution No. A-2024-03

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.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Maryland Annotated Code, Local Government Article, §4-403, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, pursuant to and as contained in a Pre-Annexation Agreement signed by the requisite number of persons as prescribed and set forth in Maryland Annotated Code, Local Government Article, §4-403(b)(2), as owners of realty contained within the area to be annexed, and same is incorporated herein by reference as if set forth into and made a part thereof. **See Exhibit A – Pre-Annexation Agreement with letter dated 4/1/2024 requesting expediting the start of the annexation process**; and

WHEREAS, said annexation identified on the Annexation Plat, shall be popularly known as "A-2024-03; Pre-Annexation Agreement WS-2022-08 JDA Hagerstown Industrial Properties, LLC Building 2" for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit B – Annexation Plat**; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b) the City may initiate annexation of land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed and the consent of the owners of at least twenty-five (25) percent of the assessed valuation of the real property in the area to be annexed, and this property being subject to a recorded pre-annexation agreement such that all necessary consents are deemed to have been obtained at the time of entering into the pre-annexation agreement and, nonetheless, the sole owner restated its consent in its April 1, 2024 letter. **See Exhibit A – Pre-Annexation Agreement with letter dated 4/1/2024 requesting expediting the start of the annexation process**; and

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland, 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 neighborhood and vicinities of the tract, and have approved the same and that the rezoning for the said tract is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., be and are hereby amended 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 described by metes and bounds and as Annexation Area in **Exhibit B – Annexation Plat** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council that the subject properties to be annexed shall have zoning classifications of I-MU (Industrial-Mixed Use) upon annexation as shown in **See Exhibit C- Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**.

Section 4. 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.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Maryland Annotated Code, Local Government Article.

WITNESS AND ATTEST AS TO CORPORATE SEAL

BY ORDER OF THE MAYOR AND THE CITY COUNCIL OF HAGERSTOWN, MARYLAND

_____ _____

Donna K. Spickler
City Clerk

Tekesha Martinez
Mayor

Date Introduced:	April 23, 2024
Public Hearing Date:	June 18, 2024
Date of Passage:	July 9, 2024
Effective Date:	August 23, 2024

EXHIBIT A

JOHNSON DEVELOPMENT ASSOCIATES, INC.
REAL ESTATE DEVELOPERS

VIA EMAIL ONLY

April 1, 2024

Kathleen A. Maher, AICP
Director, Planning & Code
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740
kmaher@hagerstownmd.org

RE: 45 W. Oak Ridge Drive – Annexation into the City of Hagerstown

Dear Kathy,

Please accept this letter on behalf of Hagerstown Industrial Properties II, LLC as formal consent of the Property Owner (as required by Md. Code, Local Gov't § 4-403) to the City's introduction of an Annexation Resolution to annex 45 W Oak Ridge Drive (a/k/a "Property #2" defined and described in the Pre-Annexation Agreement dated March 22, 2022 and recorded among the land records of Washington County at Book 6967, Page 63), a lot containing approximately 52 acres, into the City of Hagerstown.

Notwithstanding the foregoing consent, the annexation will be subject to the remaining terms and conditions of the Pre-Annexation Agreement including but in no way limited to the Property Owner's right to withdraw its within consent to the Annexation Resolution prior to satisfaction of the U&O Permit Condition or the Property #2 Outside Date, as provided for in § 8 of the Pre-Annexation Agreement.

Sincerely,

Tripp Bailey
Industrial Real Estate Manager

100 Dunbar Street, Suite 400
Spartanburg, SC 29306

PO Box 3524
Spartanburg, SC 29302

P 864.585.2000 | F 864.594.5998
www.johnsondevelopment.net

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 22nd day of March 2022 by and between Hagerstown Industrial Properties, LLC, a South Carolina limited liability company, doing business in Maryland as JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company, party of the first part, hereinafter called "**Property Owner**" and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second part, hereinafter called "**City**."

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby an agreement to annex, except in certain situations, is a prerequisite to the City providing its public water and/or wastewater services to serve any properties beyond the current corporate boundaries of the City; and

WHEREAS, the property owned by the Property Owner, as hereinafter described (hereinafter the "**Property**") is contiguous to the current corporate boundary of the City and is subject to the City's annexation policy; and

WHEREAS, as a condition to receiving City water and wastewater services, the Property Owner has agreed to petition to have the Property annexed into the City or, in the alternative, consent to the introduction of an Annexation Resolution by the City proposing to annex the Property into the corporate boundaries of the City upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid by the Property Owner to the City, the mutual covenants and promises of the parties and other good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its water and wastewater services to serve the Property, it is hereby understood and agreed between the parties hereto as follows:

000621

1. The Property which is the subject of this Agreement is, collectively, the two (2) Properties known as (i) 55 West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 177 (Tax ID No. 10-0187757) consisting of +/- 78.98 acres ("**Property #1**"); and (ii) West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 635 (Tax ID No. 10-065011) consisting of +/- 47.70 acres ("**Property #2**"), as described on the attached metes and bounds description (**Exhibit A**) and illustrated on the attached survey plat (**Exhibit B**), said Property **BEING** the same property conveyed by Review and Herald Publishing Association, Inc. to Grantor by Special Warranty Deed dated June 24, 2021 and recorded among the Land Records of Washington County, Maryland at Book 6677, Page 431.

2. City agrees, subject to the terms and conditions of this Agreement, that the Property Owner shall be permitted to extend City water and wastewater services to and for the benefit of the Property.

3. The Property Owner shall pay all costs and expenses related to the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of water and wastewater services and the payment therefor.

4. Property Owner agree to pay all connection, benefit and other charges in accordance with the "In-City" rates then in effect according to the City Utility Department rules and regulations and applicable City Ordinances.

5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the water and wastewater services provided now in effect and which may be placed in effect at any future date.

6. Property Owner agrees with regard to Property #1 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire

proposed warehouse building on Property #1 (the "**Property #1 U&O Permit Condition**"); or (ii) December 31, 2023 (the "**Property #1 Outside Date**"), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #1 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #1 U&O Permit Condition or passage of the Property #1 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #1 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Property #1 U&O Condition has been satisfied or the Property #1 Outside Date has passed, this Agreement shall constitute the Property Owner's consent to the City's introduction of the Annexation Resolution as required by Md. Code, Local Gov't Law, §4-403.

7. Property Owner agrees with regard to Property #2 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire proposed warehouse building on Property #2 (the "**Property #2 U&O Permit Condition**"); or (ii) December 31, 2024 (the "**Property #2 Outside Date**"), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #2 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #2 U&O Permit Condition or passage of the Property #2 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #2 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Building Property #2 U&O Permit Condition has been satisfied or the

Property #2 Outside Date has passed, this Agreement shall constitute the Property Owner's consent to the Annexation Resolution as required by Md. Code, Local Gov't Law, §4-403.

8. It is distinctly understood and agreed that, if the Property Owner does not submit the Annexation Petition or takes action in opposition to the Annexation Resolution for either Property #1 or Property #2, this Agreement shall be void as to the subject Property, and any City water and wastewater approvals provided to said Property during the County site plan review process shall be void and the City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. Notwithstanding the foregoing, it is expressly understood and agreed that the Property Owner may refuse to submit the Annexation Petition or withdraw its consent to the Annexation Resolution for either Property #1 or Property #2 until such time as either the respective U&O Permit Condition has been satisfied or the respective Outside Date has passed for the subject Property.

9. It is further understood and agreed that if the Mayor and City Council of the City approve the Property's annexation, then upon the effective date of the adopted annexation resolution for each of Property #1 and Property #2, the Property shall be subject to all the Ordinances and rules and regulations of City (collectively, the "**City Regulations**") and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.

10. Additional Provisions:

a. In applying for and seeking its development and construction related approvals from Washington County for Property #1 and #2, the Property Owner (i) shall modify its site plan for Property #1 as indicated in the letter from Johnson Development Associates, Inc. to the City of Hagerstown Planning and Zoning department dated January 18, 2022, a copy of which is

attached hereto and incorporated herein, collectively with the Memorandum dated January 10, 2022 from Stephen R. Bockmiller to Kathleen A. Maher, as **Exhibit C**; (ii) shall modify its site plan for Property #2 to include effective landscape buffering along Oak Ridge Drive; and (iii) shall incorporate into the architectural and MEP design plans for tenant fit-out of the buildings to be constructed on Property #1 and Property #2, respectively, a two-way radio communications enhancement system compliant with the City's standards and requirements therefor.

b. Prior to the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property shall remain subject to the laws, ordinances, rules and regulations of Washington County and the Property Owner or any proposed tenant(s) for the respective Properties shall be entitled to apply for, seek and obtain from Washington County any and all development or construction related permits or approvals.

c. All development or construction related plans or permits, including but in no way limited to site plans, stormwater management plans, forest conservation plans, grading permits, building permits and the like, pending with or approved by Washington County as of the effective date of the Annexation Resolution for each of Property #1 and Property #2 shall remain subject to the jurisdiction of Washington County for the purpose of inspections, release of performance surety, posting of maintenance surety, issuance of final use and occupancy permit and the like until completed.

d. From and after the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property Owner or any proposed tenant(s) for the respective Property shall apply for, seek and obtain any and all development or construction related permits or approvals from the City of Hagerstown.

11. It is further agreed that the use of the masculine gender in this Agreement shall include all genders, and the word "Property Owner" shall include individuals, firms or

corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.

11. Except as expressly permitted herein for failure of the respective U&O Permit Conditions or prior to the respective Outside Dates, if the Property Owner withdraws the Annexation Petition prior to approval of the Annexation Resolution, and/or otherwise opposes the City's introduction and adoption of the Annexation Resolution, this Agreement shall be void and any water and wastewater approvals which may have been granted will be void, and City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. A copy of this Agreement shall be recorded by the City among the Land Records of Washington County, Maryland.

13. Each party for himself, herself, itself, and for his or her or its respective heirs, personal representatives, and assigns agrees to join or to execute any instruments and to do any other act or thing that may be necessary or proper to effect any provision of this Agreement.

15. The parties agree that in the event that the Property Owner fails to comply with the terms of this Agreement or attempts to avoid the annexation of the Property except as may be specifically provided for herein with regard to the U&O Permit Conditions and Outside Dates for each Property, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal right, seek to enforce the terms of this Agreement by a suit for specific performance.

16. This Agreement shall be governed by Maryland law, without regard to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:

PROPERTY OWNER

HAGERSTOWN INDUSTRIAL PROPERTIES, LLC, a South Carolina limited liability company d/b/a JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company

Elyja Bertling

By: _____(SEAL)

Name: Blake W. Spencer
Title: Authorized Signatory

ATTEST:

MAYOR AND CITY COUNCIL OF HAGERSTOWN

Donna K. Spickler
Donna Spickler, City Clerk

Emily Keller, Mayor

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 17th day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Blake W. Spencer and acknowledged the foregoing Agreement to be his/her act and deed, or the act and deed of Hagerstown Industrial Properties, LLC, a South Carolina limited liability company d/b/a JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company.

DAWN TURNER-KUNAKIS NOTARY PUBLIC MY COMMISSION EXPIRES 04/05/22 SOUTH CAROLINA

WITNESS my hand and Notarial Seal.

4-5-2022

Dawn Turner-Kunakis

My Commission Expires: _____ _____
, Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 22nd day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Emily Keller, Mayor of the City of Hagerstown who acknowledged the foregoing Agreement to be the act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: December 8, 2022 Donna Kay Spickler
Donna Kay Spickler , Notary Public

MAIL TO: City of Hagerstown Planning and Code Administration Department
One East Franklin Street, Room 300
Hagerstown, Maryland 21740-4987

Exhibit A
(Metes and Bounds Description)

Tract 1 (47.56 ac.):

Situate along the north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar found along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of Outlet Village of Hagerstown Limited Partnership (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Outlet Village of Hagerstown Limited Partnership

1)	South 21° 21' 11" West	2,692.35 feet to a rebar and cap found at the southwest corner of the said Outlet Village of Hagerstown Limited Partnership, said point being along the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35063, thence with the northern right of way of Interstate 70 with a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 781.07 feet, a delta of 03° 57' 26", and a chord of
2)	North 87° 40' 50" West	780.92 feet to a rebar and cap found at the southeast corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence leaving the northern right of way of Interstate 70 and running with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses;
3)	North 18° 07' 09" East	746.10 feet to a rebar and cap found, thence
4)	North 23° 01' 28" East	1,160.00 feet to a rebar and cap found, thence
5)	North 18° 28' 04" East	824.80 feet to a rebar and cap set in the southern right of way of West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following four (4) courses;
6)	South 84° 31' 29" East	308.79 feet to a rebar and cap set, thence with a non-tangent curve to the right, having a radius of 11,429.16 feet, an arc length of 135.23 feet, a delta of 00° 40' 40", and a chord of

7)	South 84° 12' 18" East	135.22 to a rebar and cap set, thence
8)	South 83° 52' 24" East	369.74 feet to a rebar and cap set, thence
9)	South 82° 29' 05" East	4.08 feet to the Point of Beginning.

Saving and Excepting therefrom all that parcel of land conveyed from the Review and Herald Publishing Association unto The City of Hagerstown, Maryland by deed dated September 24, 1984 and recorded in Liber 773 at folio 33 among the land records of Washington County, Maryland.

Containing in total 2,071,928 square feet or 47.56492 acres of land more or less.

Tract 2 (78.98 ac.):

Situate north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar and cap set along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, and State Roads Commission of Maryland Plat No. 13408 and 44103 recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses

11)	South 18° 28' 04" West	824.80 feet to a rebar and cap found, thence
12)	South 23° 01' 28" West	1,160.00 feet to a rebar and cap, thence
13)	South 18° 07' 09" West	746.10 feet to a rebar and cap found in the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35062 and 35063, thence with the northern right of way of Interstate 70 the following six (6) courses; the first being a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 919.48 feet, a delta of 04° 39' 30", and a chord of
14)	North 83° 22' 22" West	919.22 feet to a rebar and cap set, thence
15)	North 75° 27' 38" West	133.62 feet to a rebar and cap set, thence

16) North 76° 28' 11" West — 25.08 feet to a rebar and cap set, thence

17) North 87° 53' 11" West — 25.18 feet to a rebar and cap set, thence

18) South 89° 51' 58" West — 75.95 feet to a rebar and cap set, thence

19) North 81° 02' 37" West — 178.70 feet to a rebar and cap found in the eastern boundary of the Norfolk Southern Railway, thence with the eastern boundary of the Norfolk Southern Railway

20) North 18° 53' 55" East — 1,615.54 feet to a rebar and cap set in the eastern right of way of Maryland Route 632 (Downsville Pike), thence with the eastern right of way of Maryland Route 632 (Downsville Pike) the following nine (9) courses

21) North 61° 51' 46" East — 89.84 feet to a rebar and cap set, thence

22) North 53° 49' 54" East — 56.40 feet to a rebar and cap set, thence

23) North 43° 28' 50" East — 113.16 feet to a rebar and cap set, thence

24) North 45° 33' 53" East — 111.05 feet to a rebar and cap set, thence

25) North 36° 01' 48" East — 165.92 feet to a rebar and cap set, thence

26) North 31° 28' 20" East — 109.56 feet to a rebar and cap set, thence

27) North 15° 24' 20" East — 56.29 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1145.66 feet, an arc length of 204.11, a delta of 10° 12' 28", and a chord of

28) North 24° 52' 34" East — 203.84 feet to a rebar and cap set, thence

29) North 20° 08' 41" East — 260.79 feet to a rebar and cap set on the southern right of way of the aforesaid West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following six (6) courses

30) North 71° 49' 35" East — 97.59 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 219.86 feet, an arc length of 66.03 feet, a delta of 17° 12' 25", and a chord of

31) South 74° 23' 42" East — 65.78 feet to a rebar and cap set, thence

32)	North 07° 00' 03" East	2.13 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1,080.28 feet, an arc length of 135.60 feet, a delta of 07° 11' 31", and a chord of
33)	South 80° 15' 05" East	135.51 feet to a rebar and cap set, thence
34)	South 83° 50' 52" East	90.66 feet to a rebar and cap set, thence
35)	South 84° 31' 47" East	764.41 feet to the Point of Beginning.

Containing in total 3,440,306 square feet or 78.97856 acres of land more or less.

Exhibit B
(Survey Plat)

SURVEYOR'S CERTIFICATE

TO: HAGERSTOWN INDUSTRIAL PROPERTIES, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, BANK OF AMERICA, N.A., AND FIRST AMERICAN TITLE INSURANCE COMPANY, AND TO EACH OF THEIR SUCCESSORS AND/OR ASSIGNS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 11, 13, 16, 17, AND 18 OF TABLE A THEREOF. 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 THAT THIS SURVEY WAS PERFORMED.

THE FIELDWORK WAS COMPLETED ON 2/11/2022.

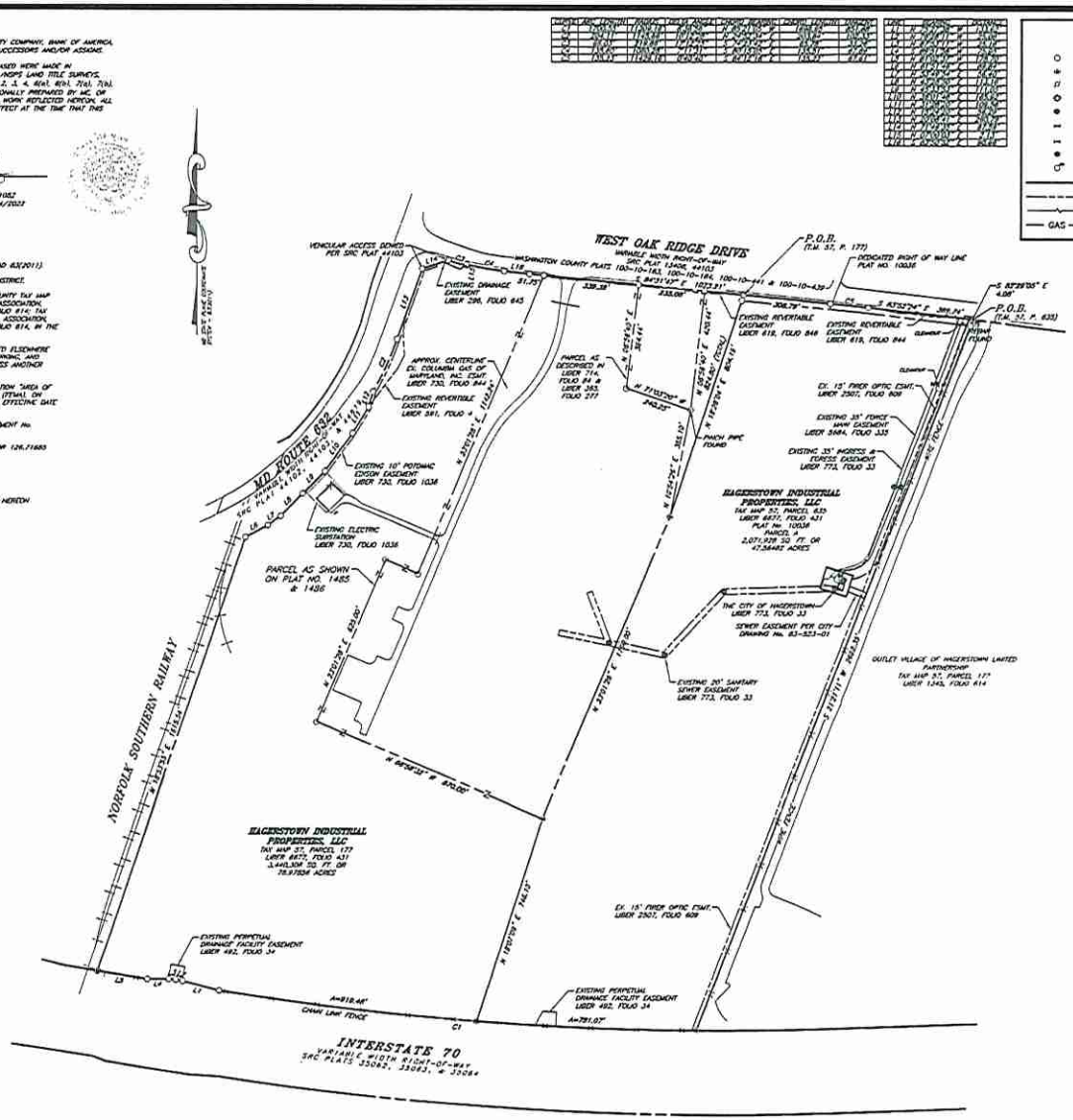
DATE OF PLAT OR MAP: 2/4/2022.

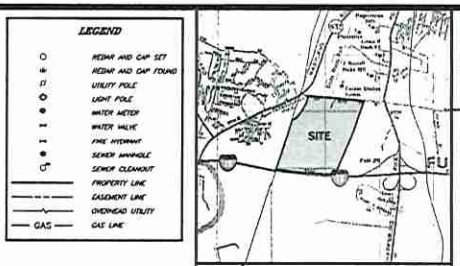
DATE

GEORGE E. NAGEL
PROFESSIONAL LAND SURVEYOR
MARYLAND REGISTRATION NO. 21052
EXPIRATION/RENEW DATE: 06/24/2023

NOTES:

1. BEARINGS ARE BASED UPON MARYLAND STATE PLANE COORDINATE SYSTEM AND 83(2011).
2. THE PROPERTIES SHOWN HEREON ARE ZONED HI – HIGHWAY INTERCHANGE DISTRICT.
3. THE PROPERTIES DELINEATED ON THIS PLAT ARE SHOWN ON WASHINGTON COUNTY TAX MAP 37 AS PARCEL 177. LANDS CONVEYED TO REVIEW AND HERALD PUBLISHING ASSOCIATION, INC., BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345, AT FOLIO 614; TAX MAP 37 PARCEL 633, LANDS CONVEYED TO REVIEW AND HERALD PUBLISHING ASSOCIATION, INC., BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345, AT FOLIO 614, IN THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.
4. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARKING, AND EASEMENTS; ARE BASED SOLELY ON ABOVE GROUND VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
5. THE PROPERTIES ARE LOCATED WITHIN AN AREA HAVING A ZONE "X" DESIGNATION "AREA OF MINIMAL FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NUM. 24043C0120 D & 24043C0220 D , WITH AN EFFECTIVE DATE OF AUGUST 15, 2017.
6. TITLE COMMITMENT FURNISHED BY FIRST AMERICAN TITLE COMPANY – COMMITMENT No. NCS-1032720-OC72, COMMITMENT DATE: FEBRUARY 1, 2022 AT 7:30 AM.
7. AGGREGATE AREA FOR THE FOUR (4) PARCELS IS 3,519,796 SQUARE FEET OR 126.71885 ACRES±.
8. THE ENTIRE SITE IS UNDER CONSTRUCTION.
9. THERE ARE NO PARKING SPACES.
10. NO APPARENT ENCROACHMENTS WERE OBSERVED UNLESS OTHERWISE SHOWN HEREON.





LEGEND

- REBAR AND CAP SET
- REBAR AND CAP FOUND
- UTILITY POLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- SEWER CLEANOUT
- PROPERTY LINE
- EASEMENT LINE
- OVERHEAD UTILITY
- GAS LINE

SCHEDULE B, PART II – EXCEPTIONS

8. DEED (AND REVERTIBLE EASEMENT) BETWEEN WILLIAM V. ROWEY AND BETTY H. ROWEY, HIS WIFE AND HAGERSTOWN TRUST COMPANY, HAGERSTOWN, MARYLAND DATED JULY 20, 1976 AND RECORDED ON AUGUST 6, 1976 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 619, FOLIO 844. SHOWN HEREON.
9. DEED BETWEEN STATE OF MARYLAND AND STATE ROADS COMMISSION OF MARYLAND DATED MAY 5, 1953 AND RECORDED ON MAY 6, 1953 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 299, FOLIO 645 (SHC PLAT 13408) SHOWN HEREON.
10. RIGHT OF WAY AGREEMENT DATED AUGUST 3, 1977, MADE BY AND BETWEEN WILLIAM V. ROWEY AND BETTY H. ROWEY AND THE POTOMAC EDISON COMPANY OF HAGERSTOWN, AND RECORDED ON APRIL 17, 1973 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 559, FOLIO 490 NON-PLOTTABLE
11. RIGHT OF WAY AGREEMENT DATED MARCH 23, 1976, MADE BY AND BETWEEN WILLIAM V. ROWEY AND BETTY H. ROWEY AND THE POTOMAC EDISON COMPANY, AND RECORDED ON MAY 28, 1976 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 613, FOLIO 182. NON-PLOTTABLE
12. RIGHT OF WAY AGREEMENT DATED AUGUST 3, 1955, MADE BY AND BETWEEN CATHARINE V. ROWEY, WIDOW AND THE POTOMAC EDISON COMPANY, AND RECORDED ON AUGUST 5, 1955 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 300, FOLIO 535. NON-PLOTTABLE
13. DEED BETWEEN CATHARINE S. ROWEY AND STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND DATED NOVEMBER 25, 1968 AND RECORDED ON JULY 1, 1969 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 450, FOLIO 34. (SHC PLATS 33082 AND 33083) SHOWN HEREON
14. RIGHT OF WAY AGREEMENT DATED SEPTEMBER 12, 1974, MADE BY AND BETWEEN CATHARINE V. ROWEY, WIDOW AND THE POTOMAC EDISON COMPANY, AND RECORDED ON NOVEMBER 19, 1974 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 587, FOLIO 527. NON-PLOTTABLE
15. DEED BETWEEN CATHARINE V. ROWEY AND STATE ROADS COMMISSION OF MARYLAND DATED JANUARY 28, 1975 AND RECORDED ON FEBRUARY 10, 1975 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 594, FOLIO 4. (SHC PLATS 44102, 44103 AND 44918) SHOWN HEREON. SHC PLAT No. 44918 WAS FOR INTENT TO PURCHASE THE REMAINING CATHARINE S. ROWEY PROPERTY ON THE NORTHWEST SIDE OF MD ROUTE 632.
16. DEED (AND REVERTIBLE EASEMENT) BETWEEN CATHARINE S. ROWEY, WIDOW AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC DATED JULY 20, 1976 AND RECORDED ON AUGUST 6, 1976 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 618, FOLIO 844. SHOWN HEREON
17. A PLAT ENTITLED "REVIEW AND HERALD PUBLISHING, PARCEL A" RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN PLAT 10038. SHOWN HEREON
18. A PLAT ENTITLED "REVIEW AND HERALD PUBLISHING ASSN." RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN PLATS 1485 AND 1486. SHOWN HEREON
19. RIGHT OF WAY DATED JUNE 13, 1947, MADE BY AND BETWEEN CATHARINE V. ROWEY AND THE POTOMAC EDISON COMPANY, AND RECEIVED ON APRIL __, 1948 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 233, FOLIO 250. NON-PLOTTABLE
20. DEED OF PERPETUAL EASEMENT AND RIGHT-OF-WAY AND DEED OF RELEASE BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION, A NON-PROFIT CORPORATION, INCORPORATED IN THE DISTRICT OF COLUMBIA AND CATHARINE S. ROWEY DATED SEPTEMBER 24, 1984 AND RECORDED ON OCTOBER 24, 1984 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 773, FOLIO 33 SHOWN HEREON
21. DEED BETWEEN CATHARINE S. ROWEY, WIDOW AND WILLIAM V. ROWEY AND BETTY H. ROWEY, HIS WIFE DATED MARCH 8, 1961 AND RECORDED ON MARCH 7, 1961 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 315, FOLIO 277. SHOWN HEREON
22. EASEMENT AND MAINTENANCE AGREEMENT DATED NOVEMBER 30, 2004, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION, A NON-PROFIT CORPORATION OF THE DISTRICT OF COLUMBIA AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, A BODY CORPORATE AND POLITIC AND POLITICAL SUBDIVISION OF THE STATE OF MARYLAND AND RECORDED ON DECEMBER 1, 2004 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 2507, FOLIO 608. SHOWN HEREON
23. RIGHT OF WAY AGREEMENT DATED MAY 13, 1982, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. AND THE POTOMAC EDISON COMPANY, AND RECORDED ON MAY 27, 1982 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 724, FOLIO 812. NON-PLOTTABLE
24. RIGHT OF WAY DATED MAY 25, 1982, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION AND COLUMBIA GAS OF MARYLAND, INC., A DELAWARE CORPORATION, AND RECORDED ON JULY 19, 1982 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 730, FOLIO 844. SHOWN HEREON
25. RIGHT OF WAY AGREEMENT FOR ELECTRIC SUBSTATION AND ASSOCIATED DISTRIBUTION LINES, DATED JULY 16, 1982, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION AND THE POTOMAC EDISON COMPANY, AND RECORDED ON JULY 22, 1982 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 730, FOLIO 1036. SHOWN HEREON
26. DEED OF PERPETUAL EASEMENT AND RIGHT-OF-WAY BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION (ALSO KNOWN AS THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC.), A NON-PROFIT CORPORATION INCORPORATED IN THE DISTRICT OF COLUMBIA AND ATLANTIC HOME CONSTRUCTION, LLC A LIMITED LIABILITY COMPANY DATED JANUARY 16, 2018 AND RECORDED ON FEBRUARY 1, 2018 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 5684, FOLIO 335. SHOWN HEREON
27. RIGHT OF WAY DATED MAY 28, 1984 AND RECORDED JUNE 10, 1984 AMONG THE AFORESAID LAND RECORDS IN LIBER GAS 402, PAGE 82, BY AND BETWEEN CATHERINE V. ROWEY, ET AL AND AMERICAN TELEPHONE & TELEGRAPH COMPANY OF BALTIMORE CITY. NON-PLOTTABLE
28. INSPECTION AND MAINTENANCE AGREEMENT OF STORMWATER MANAGEMENT FACILITIES DATED NOVEMBER 3, 2021 AND RECORDED NOVEMBER 8, 2021 AMONG THE AFORESAID LAND RECORDS IN BOOK 6454, PAGE 490 AND BETWEEN HAGERSTOWN INDUSTRIAL PROPERTIES LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND NON-PLOTTABLE

EXISTING SANITARY SEWER EASEMENT
EXISTING ELECTRIC EASEMENT
EXISTING DRAINAGE EASEMENT
EXISTING FIBER OPTIC EASEMENT

GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.

FOX & ASSOCIATES INC.
Est. 1966
FOX & ASSOCIATES, INC.
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NO	DATE	REVISION
	2/16/22	ADDED ITEM 28 TO SCHEDULE B, PART II EXCEPTIONS

ALTA / NSPS LAND TITLE SURVEY
HAGERSTOWN INDUSTRIAL PROPERTIES, LLC
SITUATE AT 65 WEST OAK RIDGE DRIVE
ELECTION DISTRICT 10
WASHINGTON COUNTY, MARYLAND

SCALE: 1"=200'

PROJECT NO. 20-43604
DRAWING NO. D-6895
DATE: 2-11-2022
DRAWN BY: MEN
CHECKED BY: GEN

SHEET 1 OF 2

TAX MAP 57, PARCEL 635

SITUATE NORTH OF INTERSTATE 70 AND SOUTH OF WEST OAK RIDGE DRIVE IN DISTRICT NUMBER 10, WASHINGTON COUNTY, MARYLAND

BEGINNING AT A REBAR FOUND, ALONG THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE AS SHOWN ON WASHINGTON COUNTY, MARYLAND ENGINEERING DEPARTMENT PLAT NO. 100-10-163 AND 100-10-164, RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND, SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS OF OUTLET VILLAGE OF HAGERSTOWN LIMITED PARTNERSHIP (LIBER 1345, FOLIO 814), THENCE WITH THE WESTERN BOUNDARY OF THE LANDS OF THE OUTLET VILLAGE OF HAGERSTOWN LIMITED PARTNERSHIP

1) SOUTH 21° 21' 11" WEST	2,582.38 FEET TO A REBAR AND CAP FOUND AT THE SOUTHWEST CORNER OF THE SAID OUTLET VILLAGE OF HAGERSTOWN LIMITED PARTNERSHIP, SAID POINT BEING ALONG THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 AS SHOWN ON STATE ROADS COMMISSION OF MARYLAND PLAT NO. 33063, THENCE WITH THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,309.16 FEET, AN ARC LENGTH OF 791.07 FEET, A DELTA OF 03° 57' 50", AND A CHORD OF
2) NORTH 87° 40' 30" WEST	790.82 FEET TO A REBAR AND CAP FOUND AT THE SOUTHEAST CORNER OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. (LIBER 1345, FOLIO 814), THENCE LEAVING THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 AND RUNNING WITH THE EASTERN BOUNDARY OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. THE FOLLOWING THREE (3) COURSES:
3) NORTH 18° 07' 08" EAST	744.10 FEET TO A REBAR AND CAP FOUND, THENCE
4) NORTH 23° 01' 28" EAST	1,160.00 FEET TO A REBAR AND CAP FOUND, THENCE
5) NORTH 18° 28' 04" EAST	824.83 FEET TO A REBAR AND CAP SET, IN THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE, THENCE WITH THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE THE FOLLOWING FOUR (4) COURSES,
6) SOUTH 84° 31' 42" EAST	304.76 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,429.16 FEET, AN ARC LENGTH OF 135.23 FEET, A DELTA OF 00° 40' 40", AND A CHORD OF
7) SOUTH 84° 12' 18" EAST	135.22 TO A REBAR AND CAP SET, THENCE
8) SOUTH 83° 32' 24" EAST	388.74 FEET TO A REBAR AND CAP SET, THENCE
9) SOUTH 82° 29' 05" EAST	4.08 FEET TO THE POINT OF BEGINNING

SAVING AND EXCEPTING THEREFROM ALL THAT PARCEL OF LAND CONVEYED FROM THE REVIEW AND HERALD PUBLISHING ASSOCIATION UNTO THE CITY OF HAGERSTOWN, MARYLAND BY DEED DATED SEPTEMBER 24, 1984 AND RECORDED IN LIBER 773 AT FOLIO 33 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

CONTAINING IN TOTAL 2,071,926 SQUARE FEET OR 47.56482 ACRES OF LAND MORE OR LESS.

BEING PART OF THE LANDS CONVEYED BY THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. UNTO THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345 AT FOLIO 814 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND

TAX MAP 57, PARCEL 177

SITUATE NORTH OF INTERSTATE 70 AND SOUTH OF WEST OAK RIDGE DRIVE IN DISTRICT NUMBER 10, WASHINGTON COUNTY, MARYLAND

BEGINNING AT A REBAR AND CAP SET ALONG THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE AS SHOWN ON WASHINGTON COUNTY, MARYLAND ENGINEERING DEPARTMENT PLAT NO. 100-10-163 AND 100-10-164, AND STATE ROADS COMMISSION OF MARYLAND PLAT NO. 33408 AND 44103, RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND, SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. (LIBER 1345, FOLIO 814), THENCE WITH THE EASTERN BOUNDARY OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. THE FOLLOWING THREE (3) COURSES

1) SOUTH 18° 28' 04" WEST	824.80 FEET TO A REBAR AND CAP FOUND, THENCE
2) SOUTH 23° 01' 28" WEST	1,160.00 FEET TO A REBAR AND CAP, THENCE
3) SOUTH 18° 07' 08" EAST	744.10 FEET TO A REBAR AND CAP FOUND IN THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 AS SHOWN ON STATE ROADS COMMISSION OF MARYLAND PLAT NO. 33042 AND 33063, THENCE WITH THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 THE FOLLOWING SIX (6) COURSES, THE FIRST BEING A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,309.16 FEET, AN ARC LENGTH OF 818.48 FEET, A DELTA OF 04° 39' 30", AND A CHORD OF
4) NORTH 83° 22' 22" WEST	818.22 FEET TO A REBAR AND CAP SET, THENCE
5) NORTH 75° 27' 38" WEST	133.62 FEET TO A REBAR AND CAP SET, THENCE
6) NORTH 74° 28' 11" WEST	25.08 FEET TO A REBAR AND CAP SET, THENCE
7) NORTH 87° 53' 11" WEST	25.18 FEET TO A REBAR AND CAP SET, THENCE
8) SOUTH 89° 51' 38" WEST	75.93 FEET TO A REBAR AND CAP SET, THENCE
9) NORTH 81° 05' 37" WEST	178.70 FEET TO A REBAR AND CAP FOUND IN THE EASTERN BOUNDARY OF THE NORFOLK SOUTHERN RAILWAY, THENCE WITH THE EASTERN BOUNDARY OF THE NORFOLK SOUTHERN RAILWAY
10) NORTH 18° 53' 55" EAST	1,615.54 FEET TO A REBAR AND CAP SET IN THE EASTERN RIGHT OF WAY OF MARYLAND 632 (DOWNSVILLE PIKE), THENCE WITH THE EASTERN RIGHT OF WAY OF MARYLAND ROUTE 632 (DOWNSVILLE PIKE) THE FOLLOWING NINE (9) COURSES
11) NORTH 81° 31' 48" EAST	89.84 FEET TO A REBAR AND CAP SET, THENCE
12) NORTH 53° 49' 54" EAST	58.40 FEET TO A REBAR AND CAP SET, THENCE
13) NORTH 43° 28' 50" EAST	113.18 FEET TO A REBAR AND CAP SET, THENCE
14) NORTH 49° 33' 53" EAST	111.09 FEET TO A REBAR AND CAP SET, THENCE
15) NORTH 38° 01' 48" EAST	165.92 FEET TO A REBAR AND CAP SET, THENCE
16) NORTH 31° 28' 20" EAST	106.56 FEET TO A REBAR AND CAP SET, THENCE
17) NORTH 15° 24' 20" EAST	58.29 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1145.64 FEET, AN ARC LENGTH OF 204.11, A DELTA OF 10° 12' 28", AND A CHORD OF
18) NORTH 24° 52' 34" EAST	203.84 FEET TO A REBAR AND CAP SET, THENCE
19) NORTH 20° 08' 41" EAST	260.78 FEET TO A REBAR AND CAP SET, THENCE
20) NORTH 71° 48' 35" EAST	97.38 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 219.86 FEET, AN ARC LENGTH OF 68.03 FEET, A DELTA OF 17° 12' 25", AND A CHORD OF
21) SOUTH 74° 23' 42" EAST	65.78 FEET TO A REBAR AND CAP SET, THENCE
22) NORTH 07° 00' 03" EAST	2.13 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,080.28 FEET, AN ARC LENGTH OF 135.80 FEET, A DELTA OF 07° 11' 31", AND A CHORD OF
23) SOUTH 80° 15' 05" EAST	135.81 FEET TO A REBAR AND CAP SET, THENCE
24) SOUTH 83° 30' 52" EAST	90.66 FEET TO A REBAR AND CAP SET, THENCE
25) SOUTH 84° 31' 47" EAST	744.41 FEET TO THE POINT OF BEGINNING.

CONTAINING IN TOTAL 3,440,306 SQUARE FEET OR 78.97858 ACRES OF LAND MORE OR LESS.

BEING PART OF THE LANDS CONVEYED BY THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. UNTO THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345 AT FOLIO 814 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

FOX & ASSOCIATES INC. Est. 1966

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www.foxandassoc.com Email foxandassoc@verizon.net

DATE	REVISION	DRAWN BY
2/16/22	ADD TBD #1 TO SCHEDULE B AND CLOSURES	MCV

ALTA / NSPS LAND TITLE SURVEY

HAGERSTOWN INDUSTRIAL PROPERTIES, LLC

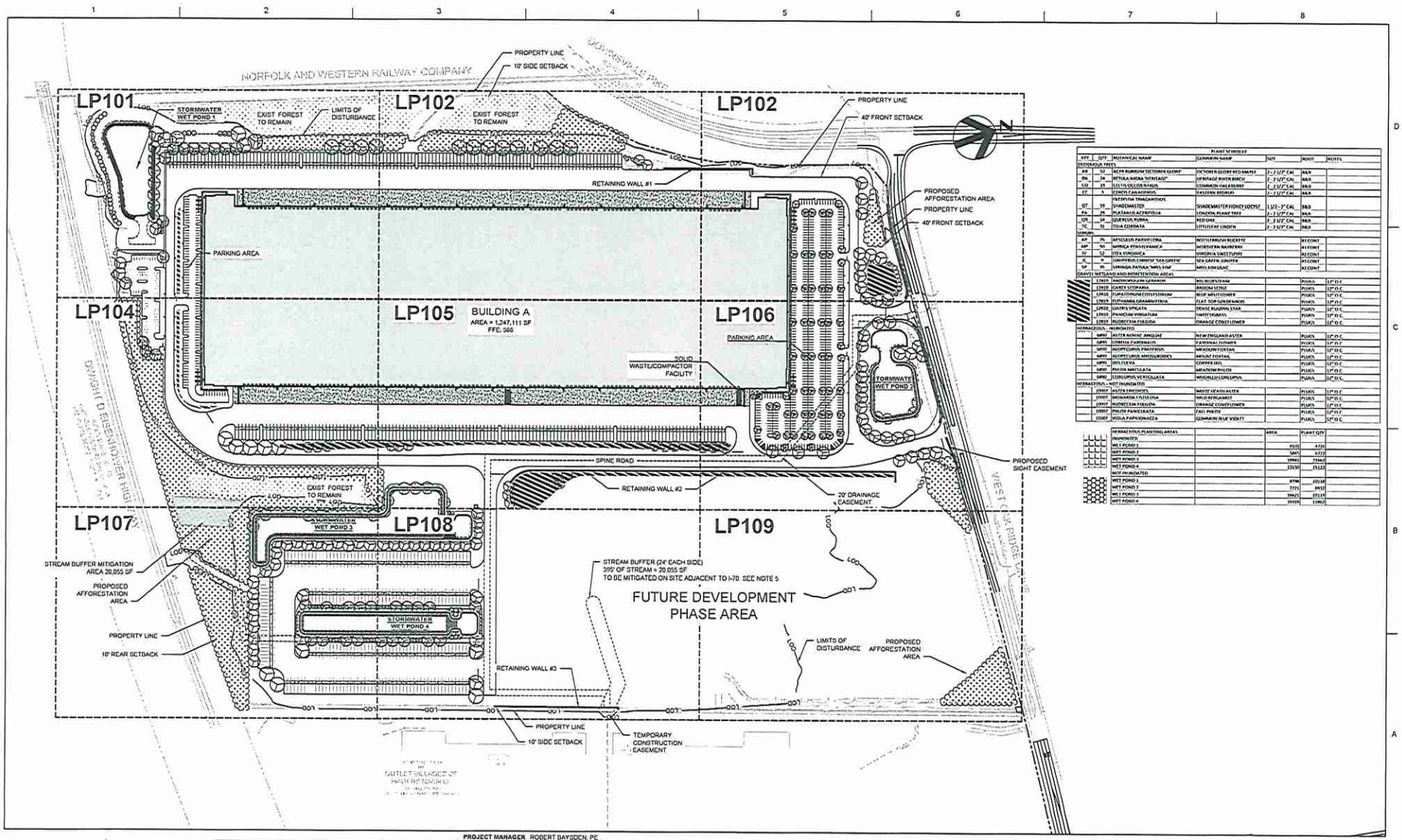
SITUATE AT 65 EAST OAK RIDGE DRIVE
ELECTION DISTRICT 10
WASHINGTON COUNTY, MARYLAND

SCALE: 1"=150'

PROJECT NO. 20-43604
DRAWING NO. D-6105
DATE: 2-11-2022
DRAWN BY: MEH
CHECKED BY: GEN

SHEET 2 OF 2

Exhibit C
(Site Plan Modifications



KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	NOTES
DECIDUOUS TREES						
AR	52	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	2-2 1/2" CAL	B&B	
BN	34	BETULA NIGRA 'HERITAGE'	HERITAGE RIVER BIRCH	2-2 1/2" CAL	B&B	
CO	35	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2-2 1/2" CAL	B&B	
CC	5	CERCIS CANADENSIS	EASTERN REDBUD	2-2 1/2" CAL	B&B	
GT	59	GLEDITSIA TRIACANTHOS SHADEMASTER	SHADEMASTER HONEYLOCUST	1 1/2-2" CAL	B&B	
PA	29	PLATANUS ACERIFOLIA	LONDON PLANE TREE	2-2 1/2" CAL	B&B	
QR	54	QUERCUS RUBRA	RED OAK	2-2 1/2" CAL	B&B	
TC	31	TILIA CORDATA	LITTLELEAF LINDEN	2-2 1/2" CAL	B&B	
SHRUBS						
AP	75	APLOCLEIA PARVIFLORA	NOTTAWASAUGA BUCKEYE		#1 CONT.	
MP	90	MYRICA PENSYLVANICA	NORTHERN BAYBERRY		#3 CONT.	
IV	52	ITEA VIRGINICA	VIRGINIA SWEETSPIRE		#2 CONT.	
JC	9	JUNIPERUS CHINESIS 'SEA GREEN'	SEA GREEN JUNIPER		#3 CONT.	
SP	35	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC		#2 CONT.	
GRAVEL WETLAND AND BIORETENTION AREAS						
	17810	ANDROPOGON GERARDII	BIG BLUESTEM		PLUGS	12" O.C.
	17810	CAREX SCOPARIA	BROOM SEDGE		PLUGS	12" O.C.
	17810	EUPATORIUM COELESTINUM	BLUE MISTFLOWER		PLUGS	12" O.C.
	17810	EUTHAMIA GRAMINIFOLIA	FLAT-TOP GOLDENROD		PLUGS	12" O.C.
	17810	LIATRIS SPICATA	DENSE BLAZING STAR		PLUGS	12" O.C.
	17810	PANICUM VIRGATUM	SWITCHGRASS		PLUGS	12" O.C.
	17810	RUDBECKIA FULGIDA	ORANGE CONEFLOWER		PLUGS	12" O.C.
HERBACEOUS - INUNDATED						
	10907	ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER		PLUGS	12" O.C.
	10907	SYMPHYOTRICHUM LANCEOLATUM	LANCEOLATE ASTER		PLUGS	12" O.C.
	10907	MONARDA FISTULOSA	WILD BERGAMOT		PLUGS	12" O.C.
	10907	RUDBECKIA FULGIDA	ORANGE CONEFLOWER		PLUGS	12" O.C.
	10907	PILOSTYLES PANICULATA	FALL PHLOX		PLUGS	12" O.C.
	10907	VIOLA PAPILIONACEA	COMMON BLUE VIOLET		PLUGS	12" O.C.
HERBACEOUS - NOT INUNDATED						
	10907	ASTER ERICOIDES	WHITE HEATH ASTER		PLUGS	12" O.C.
	10907	MONARDA FISTULOSA	WILD BERGAMOT		PLUGS	12" O.C.
	10907	RUDBECKIA FULGIDA	ORANGE CONEFLOWER		PLUGS	12" O.C.
	10907	PILOSTYLES PANICULATA	FALL PHLOX		PLUGS	12" O.C.
	10907	VIOLA PAPILIONACEA	COMMON BLUE VIOLET		PLUGS	12" O.C.

	HERBACEOUS PLANTING AREAS		AREA	PLANT QTY
	INUNDATED			
	WET POND 1		4310	4310
	WET POND 2		5845	5727
	WET POND 3		19941	21667
	WET POND 4		33630	15123
	NOT INUNDATED			
	WET POND 1		8798	10118
	WET POND 2		7771	8937
	WET POND 3		39627	35119
	WET POND 4		33519	15067

		PROJECT MANAGER	ROBERT BAYSDEN, PE
		DESIGNED BY	PATRICK SCHOENECKER, PE
		QC	DAVID BAKER, PE
		DRAWN BY	BRAD KING
G	09/24/2021	SITE PLAN 1ST SUBMITTAL	
F	09/17/2021	SITE SPECIFIC GRADING PLAN 5TH SUBMITTAL	
E	08/24/2021	SITE SPECIFIC GRADING PLAN 4TH SUBMITTAL	
D	06/30/2021	SITE SPECIFIC GRADING PLAN 3RD SUBMITTAL	
C	06/04/2021	SITE SPECIFIC GRADING PLAN 2ND SUBMITTAL	
B	04/22/2021	SITE SPECIFIC GRADING PLAN	
A	03/12/2021	WASHINGTON COUNTY CONCEPT SUBMITTAL	
ISSUE	DATE	DESCRIPTION	
		PROJECT NUMBER	10255933

HDR Engineering, Inc
8115 MAPLE LAWN BLVD #060
FULTON, MD 20759
301.289.7256
Registration # 40004

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND, LICENSE NO. 29972, EXPIRATION DATE: 10/09/2022
REGISTERED PROFESSIONAL ENGINEER
09/24/2021 HDR ENGINEERING, INC
DATE FIRM
CONTACT 704-973-6683

HAGERSTOWN INDUSTRIAL PROPERTIES, LLC
100 DUNBAR STREET, SUITE 400
SPARTANBURG, SC 29306

55 WEST OAK RIDGE DRIVE
WASHINGTON COUNTY, MARYLAND
55 WEST OAK RIDGE ROAD
HAGERSTOWN, MD 21740-7301
TAX MAP NO. 57-3-177 & 57-3-635
ELECTION DISTRICT 6,INDUSTRIAL ZONING
PRELIMINARY
NOT FOR CONSTRUCTION

OVERALL LANDSCAPE PLAN

0 1" 2"
FILENAME LP100 DWG
SCALE 1" = 150'
SHEET LP100

PCAD
Planning & Code Administration

City of Hagerstown, Maryland
Committed to Safety
Dedicated to Partnership and Progress

MEMORANDUM

TO: Kathleen A. Maher, AICP, Director, Planning and Code Administration Department

FROM: Stephen R. Bockmiller, AICP, Development Review Planner/Zoning Administrator

SUBJECT: Review and Herald Site – County Site Plan Review

DATE: January 10, 2022

The following is a list of comments and noticeable inconsistencies of the site plan being processed with the county with the City's zoning and subdivision/site plan ordinances. This was a generalized review and not an item-by-item, line-by-line plan review for every provision of the Land Management Code, but given circumstances, accurately reflects any issues of importance the City should be aware of when discussing with the applicant and the County.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.

2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of street rights of way.

3. The plan says a waiver is being requested to change parking stall dimensions from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.

4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance from the County would put on-site parking at a little less than 4% below current City ordinance requirements.

5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction of improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ridge Drive sidewalk to the building should be required.

6. The adjacent outlet mall, with its stores and food court is available to provide services for employees of the warehouse before or after work or during lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.

7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.

8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has been conducted by field reconnaissance and deed

research (usually part of the Alta survey anyway) that no cemeteries are known or are believed to exist on the property.

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.

10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also, any and all references on plans, plats and easement documents regarding administration and enforcement of the forest conservation plan should mention or refer to the county may assign the plan and enforcement of its provisions to the City upon or after annexation so there is no question of legality. Will the City or the County collect the payment in lieu fees? If the City, the City's current rate is 35 cents per square foot (feet is calculated based on an approved area required and the fee rate in effect when remitted). There appears to be some inconsistencies in the forest conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.

11. There appear to be parking lot trees that are to be planted in areas shown as afforestation along the west side of the parking area on the west side of the building.

12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of trees shown in the plan. The City requires one tree for every 8 parking spaces in a parking lot. Therefore, the City would require 95 trees in and around the parking lots in this development.

13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, given their size and visibility. There are no street trees shown along Oak Ridge Drive.

If you have any questions, please contact me at your convenience.

JOHNSON DEVELOPMENT ASSOCIATES, INC.
REAL ESTATE DEVELOPERS

City of Hagerstown
Planning and Zoning
Kathleen Maher
Director of Planning
1 E. Franklin St.
Hagerstown, MD 21740

January 18, 2022

RE: 55 West Oak Ridge Drive – City Site Plan Review Warehouse (SP-21-028)

This letter is in response to your comment letter dated January 10th, 2022 regarding the Review and Herald Site - County Site Plan Review letter.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.

   Response: Parking lots onsite are setback significantly from public streets and property lines. Applicant elects to maintain parking lot permitter as currently shown on the plans and abide by County standards.

2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of streets right of way.

   Response: Applicant will adjust to remove afforestation from proposed or existing ROW.

3. The plan says a waiver is being requested to change parking stall dimension from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.

   Response: Acknowledged.

4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance form the County would put on-site parking at a little less than 4% below current City ordinance requirements.

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SPARTANBURG, SC 29306

PO BOX 3524
SPARTANBURG, SC 29302

864.585.2000 864.594.5998
WWW.JOHNSONDEVELOPMENT.NET

Response: *Applicant elects to maintain 760 spaces as currently shown on the plans in accordance with Applicant's approved variance from the Board of Appeals for Washington County, MD (AP2021-006).*

5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ride Drive sidewalk to the building should be required.

   Response: *Applicant has included sidewalk along the West Oak Ridge Drive frontage of Building 1's parcel. Applicant will include sidewalk along the West Oak Ridge Drive frontage of Building 2's parcel in that future site plan submission. Applicant elects to only install the sidewalk along the public street frontage due to the proposed buildings setback from the street frontage, and the expected minimal use, if any, of employees utilizing pedestrian pathways to the site.*

6. The adjacent outlet mall, with its stores and food count is available to provide services from employees of the warehouse before of after work or during a lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.

   Response: *Applicant elects to move forward on the site plan without a pedestrian connection to the neighboring outlet mall. Applicant does not have consent for such connection, and the additional site access point could cause safety and security issues for future tenant operations on site.*

7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.

   Response: *There is existing evergreen vegetation along the property line on the outlet's property which provides significant screening. Applicant is providing afforestation adjacent to the remote trailer parking area on site. Applicant elects to move forward with the landscaping plan as currently designed.*

8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has bend conducted by field reconnaissance and deed research

(usually part of the Alta survey anyway) that no cemeteries are knows or are believed to exist on the property.

Response: The ALTA Survey did not identify any cemeteries on site.

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.

   Response: Applicant will add trees to this area on the Landscape Plan.

10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also any and all references on plans, plats and easement documents regarding administration and enforcement of its provisions to the City upon or after annexation so there is not question of legality. Will the City or the County collect the payment in lie fees? If the City, the City's current rate is 35 cents per square fort (feed is calculated based on an approved area required and the fee rate in effect when remitted.) There appears to be some inconsistencies in the fires conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.

    Response: The Forest Conservation Plan addresses the entire tract; both Parcels 10-065011 and 10-018757. The Applicant agrees to share a copy of the Forest Conservation File with the City upon approval from Washington County. As the County is approving the Forest Conservation Plat, the County will collect any associated fees. The Applicant is still undergoing review with the County; any inconsistencies identified during the review process will be addressed at that time.

11. There appear to be parking lot trees that are to be planted in areas show as afforestation along the west side of the parking area on the west side of the building.

    Response: Applicant will relocate parking lot trees out of afforestation areas.

12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of tress shown in the plan. The city requires one tree for every 8 parking spaces in a parking lot. There forest, the City would required 95 tress in and around the parking lots in the development.

    Response: Applicant elects to move forward with the current parking lot design and abide by county standards.

100 Dunbar Street, Suite 400
Spartanburg, SC 29306

PO Box 3524
Spartanburg, SC 29302

864.585.2000 864.594.5998
www.johnsondevelopment.net

13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, give their size and visibility. There are no street trees shown along Oak Ridge Drive.

    Response: *Applicant will provide additional landscaping along West Oak Ridge Drive.*

Respectfully,

Miguel Villarreal
Development Manager, Industrial Division

100 Dunbar Street, Suite 400
Spartanburg, SC 29306

PO Box 3524
Spartanburg, SC 29302

864.585.2000 864.594.5998
www.johnsondevelopment.net

LR - Government Instrument 0.00
Agency Name: City of Hagerstown
Instrument List:
Agreement / Easement
Describe Other:
Ref:
==========
Total: 0.00
03/28/2022 02:00 CC21-KB
#16009213 CC0403 - Washington County/CC04.03.02 - Register 02

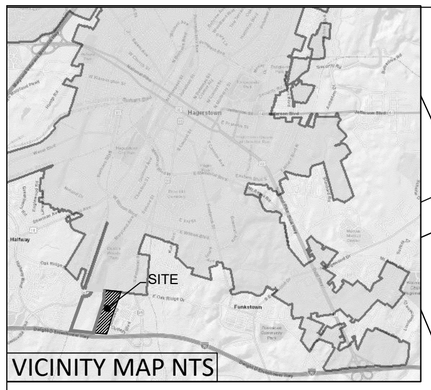
This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee_____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____

EXHIBIT B



VICINITY MAP NTS

"I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown. The legal owners of record are HAGERSTOWN INDUSTRIAL PROPERTIES LLC & HAGERSTOWN INDUSTRIAL PROPERTIES II LLC

The undersigned adopted Resolution No. _____ on _____. HAGERSTOWN INDUSTRIAL PROPERTIES LLC & HAGERSTOWN INDUSTRIAL PROPERTIES II LLC consented to the Annexation of their parcels, which consent is evidenced in Exhibit A attached to the Resolution."

Tekesha A. Martinez, Mayor
of the City of Hagerstown

_____

Hag Control 225

FULTON
ADNA
706/923

NORFOLK AND WESTERN RAILWAY

DOWNSVILLE PK MD 632

R/W Varies

W OAK RIDGE DR

R/W Varies

L1

L5

R/W Varies

L2

HAGERSTOWN
INDUSTRIAL PROPERTIES
LLC
L-F 7158-195

PREVIOUS ANNEXATION BOUNDARY EFFECTIVE 5-17-2024

LOT 1

LOT 2

L4

HAGERSTOWN INDUSTRIAL
PROPERTIES LLC
L-F 6677-431 74.14 Acres m/l

HAGERSTOWN INDUSTRIAL
PROPERTIES II LLC
L-F 7175-327

L3

C1

HWY I-70

300' R/W

NAD 83-91

200 0 100 200 IN FEET 400

GRAPHIC SCALE: 1 INCH = 200 FT.

GENERAL NOTES:

Coordinates and rotation based on Hagerstown City Control Monuments 100 & 225
Current owners of record are: HAGERSTOWN INDUSTRIAL PROPERTIES LLC & HAGERSTOWN INDUSTRIAL PROPERTIES II LLC
Current County Zoning Classification:HI
Proposed City Zoning Classification: I-MU
Annexation Effective Date :xxxxxxxxx-2024.
Case # A-2024-03
Washington County Tax Map 0057-0003-0635

ACREAGE TABLE

HAGERSTOWN INDUSTRIAL PROPERTIES II LLC	51.535 acres m/l
HAGERSTOWN INDUSTRIAL PROPERTIES LLC	0.173 acres m/l
WASHINGTON COUNTY COMMISSIONERS	1.111 acres m/l
total annexation	52.819 acres m/l

Line Table		
Line #	Length	Direction
L1	35.20	S05° 28' 07"W
L2	445.93	S05° 28' 16"W
L3	2275.96	S20° 58' 54"W
L4	2717.85	N21° 21' 11"E
L5	995.08	N83° 37' 06"W

Curve Table				
Curve #	Length	Radius	Chord Length	Chord Bearing
C1	861.17	11309.160	860.96	S87 28 40E

EXISTING CORPORATE BOUNDARY

45 OAK RIDGE ANNEXATION (LOT 2)

RIGHT OF WAY

PROPERTY LINES

PROPERTY CORNER

Wash Co MISC Plat #_____
This plat does not represent any property conveyances nor have any lot lines changed.

N/F MD STATE ROADS
COMMISSION
SHA Plat 31997

Jeff N. Swan, MD Professional
Licensed Surveyor # 21552
Exp. 12-22-2025

SURVEYOR'S CERTIFICATION
I hereby certify that the plat shown hereon is correct and that existing monumentation was held as the property corner where such monumentation closely agrees with the recorded deed calls and that according to my professional opinion, the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9, Subtitle 13, Chapter 6.03 of the Annotated Code of Maryland and the Guidelines and Requirements for Annexation Surveys for the City of Hagerstown.

45 OAK RIDGE DRIVE ANNEXATION, LOT 2

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

Washington County Tax Map No.48
WASHINGTON COUNTY, MARYLAND

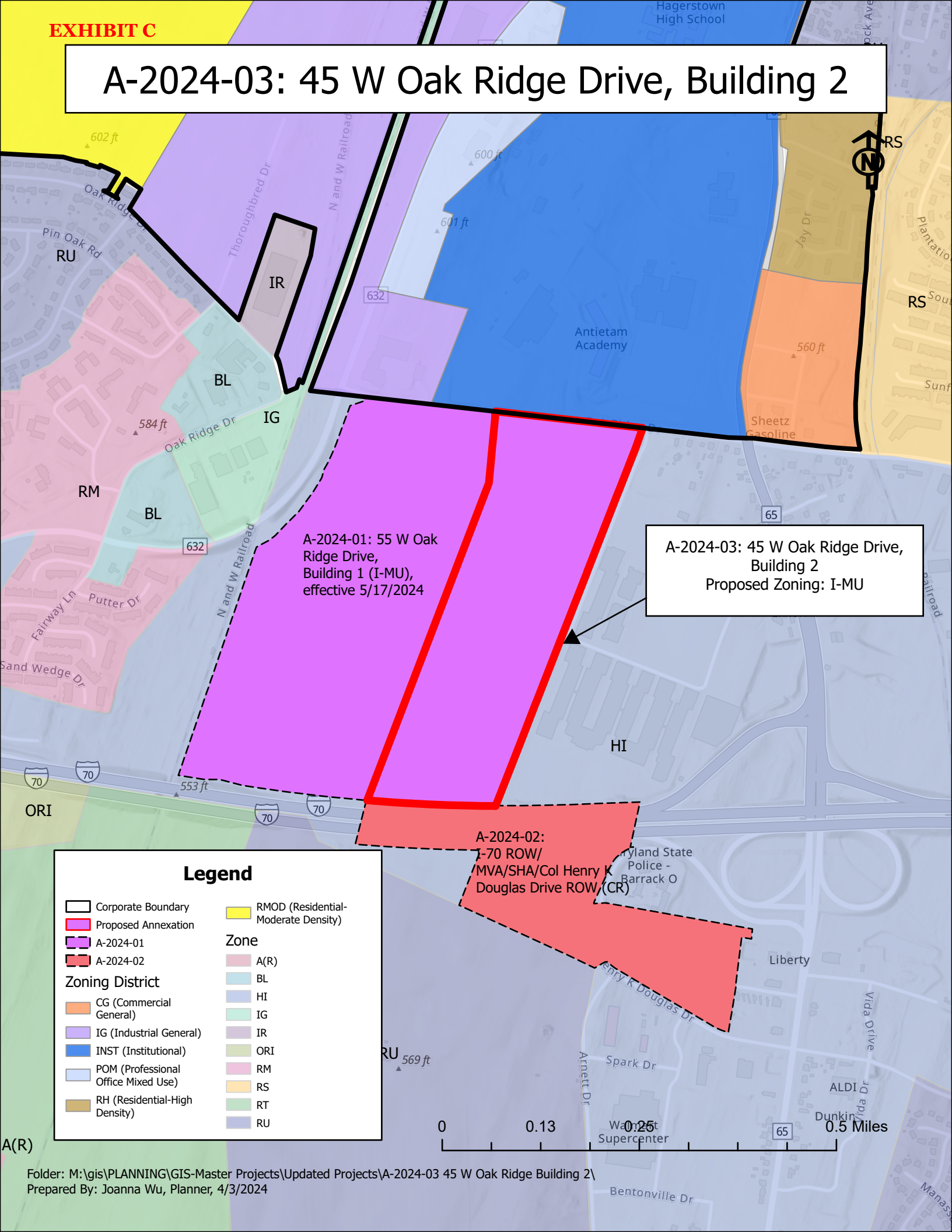
Drawn By: JNS Date: 1-9-2024	Scale 1" = 200'
Survey By: JNS Date: 3-23-2020	
Date: 4-3-2024	

SHEET No.	CITY DRAWING NUMBER
1 of 1	70-128-01

Hagerstown Engineering m:\drafting\dwgs\70-000 annexations\70-128 oak ridge building 2\dwg\oak ridge building 2.dwg

EXHIBIT C

A-2024-03: 45 W Oak Ridge Drive, Building 2



Legend

- Corporate Boundary
- Proposed Annexation
- A-2024-01
- A-2024-02

Zoning District

- CG (Commercial General)
- IG (Industrial General)
- INST (Institutional)
- POM (Professional Office Mixed Use)
- RH (Residential-High Density)
- RMOD (Residential-Moderate Density)

Zone

- A(R)
- BL
- HI
- IG
- IR
- ORI
- RM
- RS
- RT
- RU

Folder: M:\gis\PLANNING\GIS-Master Projects\Updated Projects\A-2024-03 45 W Oak Ridge Building 2\
Prepared By: Joanna Wu, Planner, 4/3/2024

EXHIBIT D

City of Hagerstown, Maryland

Annexation Case No. A-2024-03

Property Owners:	JDA Hagerstown Industrial Properties, LLC
	JDA Hagerstown Industrial Properties II, LLC
Applicant:	City of Hagerstown
Location of Property:	45 West Oak Ridge Drive, Lot 2 (Tax Map 57, Grid 3 Parcel 635)

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 +/- 52 acres. This lot will be occupied by Building 2 of the in-progress development.

B. The proposed zoning is I-MU (Industrial-Mixed Use). The purpose of the I-MU District Is to provide locations for general industrial uses and some mixed uses.

The I-MU zoning classification proposed for this site is substantially similar to the industrial and professional/technical service sector side of the County's current zoning of HI (Highway Interchange) while not allowing some of the commercial zoning uses in the HI. The City's I-MU is intended to be a more focused business employment land use category rather than one that combines the broader array of land use categories found in the County's HI. The I-MU is consistent with how the site is developing.

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 are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.

B. The uses of the annexation area are non-residential in nature and will have no additional impact on the Washington County Free Library as a result of the annexation.

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 part of a tract under construction with a Washington County approved site plan. The property is approved for City Water and Wastewater service per an annexation agreement. Sufficient capacity exists to serve the proposed plan.

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.

The Hagerstown Light Department provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by the HLD. Contact the HLD for details regarding street light installation requirements.

D. No significant impact on emergency medical service delivery is expected.

E. The area proposed for annexation fronts West Oak Ridge Drive. It is recommended that the City and County evaluate transfer of responsibility for West Oak Ridge Drive, since at the conclusion of the annexation. The majority of the road will fall within the Corporate Boundary. 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. 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:
Approval of Community Health and Safety Works Grant Application

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Grant_Application_-_Community_Health_and_Safety_Works.pdf	Motion - Community Health and Safety Works Grant Application

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **April 23, 2024**

TOPIC: **Approval of Community Health and Safety Works Grant Applications**

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

MOTION: I hereby move to authorize staff to submit applications for $ 100,000 each under the Community Health and Safety Works Grant categories of Community Placemaking and Cameras, Lighting and Related Safety Services. Funding will be used for the enhancement of the Market Walk property between W. Franklin Street and Wellers Alley. No match is required for this grant program.

DATE OF PASSAGE: 04/23/2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Bay Restoration Fund Grant Application for Enhanced Nutrient Removal Operation and Maintenance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Bay_Restoration_Fund_Grant_Application_FY25.doc	MOTION O&M GRANT
Memo_BNR-ENR_O_M_Grant_FY25_04302024.docx	MEMO O&M GRANT FY25
OM_Grant_Application_04302024.pdf	GRANT APPLICATION

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **April 23, 2024**

TOPIC: Engineering and Capital Projects Program: Bay Restoration Fund Grant Application for Enhanced Nutrient Removal Operation and Maintenance

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

MOTION: I hereby move for Mayor and City Council approval of the Bay Restoration Fund Grant Application for Engineering and Capital Projects for Enhanced Nutrient Removal Operation and Maintenance. Funding will be used for Enhanced Nutrient Removal improvement projects identified in the FY25 CIP and Operating Budget to help ensure compliance with the City's NPDES nutrient load requirements for nitrogen and phosphorus.

DATE OF INTRODUCTION: 4/23/2024
DATE OF PASSAGE: 4/23/2024
EFFECTIVE DATE: 4/23/2024

CITY OF HAGERSTOWN, MARYLAND

Utilities Department
1 Clean Water Circle • Hagerstown, MD 21740
Telephone: 301-739-8577, ext. 650
Website: www.hagerstownmd.org

April 11, 2024

To: Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities

Subject: Engineering and Capital Projects Program:
Bay Restoration Fund Grant Application
Enhanced Nutrient Removal Operation and Maintenance Projects

Staff received notification from Maryland Department regarding the availability of the above referenced grant. Please find attached the completed Grant Application.

The City has received the following grant funds beginning in 2018:

2018: $240,000
2019: $240,000
2020: $240,000
2021: $405,781
2022: $440,067
2023: $319,553

As you are aware, all customers served by the City are required pay the Bay Restoration Fee which is collected by the City and remitted to the State. This grant program returns a portion of the Bay Restoration Fees to Hagerstown wastewater customers.

As always, staff is available to provided clarification as may be needed.

ENGINEERING AND CAPITAL PROJECTS PROGRAM
BAY RESTORATION FUND
GRANT APPLICATION
FOR ENHANCED NUTRIENT REMOVAL OPERATION AND MAINTENANCE

General Information: **Individual forms must be fully completed for each facility in operation with Enhanced Nutrient Removal treatment technology.**

Facility Name:_____

Facility Location/County:_____

Applicant Name:_____

Address:_____

Congressional District:_____ **Legislative District:**_____

Contact Person/Title:_____

Contact Address:_____

Phone #:_____ **Fax #:**_____

E-mail:_____

The following questions will be used to determine the facilities eligibility for this grant:

1. Do the customers of this wastewater facility pay the BRF fee?

   _____ Yes _____ No

2. Are you operating the enhanced nutrient removal facility in a manner that optimizes the nutrient removal capability of the facility in order to achieve enhanced nutrient removal (ENR) performance levels, thereby making best efforts to achieve 3 mg/l total nitrogen and 0.3 mg/l total phosphorus in wastewater effluent concentration?

   _____ Yes _____ No

3. During the last calendar year, what was the monthly and annual average for your facility's effluent concentrations for total nitrogen as N (TN) and total phosphorus as P (TP)?

Month	TN (mg/l)	TP (mg/l)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Annual Average: TN =_____ mg/l TP =_____ mg/l Flow = _____ MGD

NPDES Permit No.: MD_____

ADDITIONAL GRANTS FOR ENR OUTPERFORMANCE:

The Department may offer additional operation and maintenance grants for facilities achieving better than Enhanced Nutrient Removal based on the additional load reductions achieved due to the outperformance. The applicant may request to withhold any additional load reduction (in full or in part) from receiving the additional grants in order be used instead for trading, Clean Water Commerce Act or any other purpose.

Withhold the following:

_____ All additional nitrogen reduction _____ All additional phosphorus reduction

OR

_____ Pounds of nitrogen _____ Pounds of phosphorus

4. When your facility started the ENR operation? _____ (Month/Year)

Authorized Representation Signature:_____Date:_____

Name:_____ Title:_____

Return the completed application to: walid.saffouri@maryland.gov

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Temporary Overfill: Support Services Department

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
04.23.24_Motion_for_Supp_Svcs_Position_Temp_Overfill.pdf	Approval of Motion Temporary Overfill Support Services Position

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: April 23, 2024

TOPIC: **Approval of temporary overfill one (1) full-time position: Support Services Department**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	___X___

MOTION:

I hereby move for Mayor and Council to approve the temporary overfill of a full-time position: one (1) Support Services Specialist. This position is necessary to ensure continued customer support levels, assist during transition of relocating offices, and address workload changes.

DATE OF PASSAGE: 4/23/2024
EFFECTIVE DATE: 4/23/2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Acceptance of a Public Art Across Maryland Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Public_Art_Across_Maryland_Grant.pdf	Motion - PAAM Grant

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: April 23, 2024

TOPIC: Acceptance of a *Public Art across Maryland* grant

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

MOTION: I hereby move to accept a "Public Art across Maryland" grant from the Maryland State Arts Council in the amount of $30,000, which will be used to design, fabricate, and install the "Train of Thought" artwork near the Clara Barton Memorial. Additional funds for the project will be appropriated in the FY 25 Public Art CIP.

DATE OF INTRODUCTION: 04/23/2024
DATE OF PASSAGE: 04/23/2024
EFFECTIVE DATE: 04/23/2024