

Mayor and Council Work Session and Executive Session October 13, 2015 Agenda

*"A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods."
"Providing the most efficient and highest-quality services as the municipal location of choice for all customers."*

"Autumn carries more gold in its pocket than all the other seasons." - *Jim Bishop*

4:00 PM WORK SESSION

- 4:00 PM** 1. 2015 Hagerstown Ice & Sports Complex Annual Report
- 4:30 PM** 2. License Agreement for Antenna Placement for Verizon Wireless
- 4:45 PM** 3. Fuel Sales to Community Rescue Service
- 5:00 PM** 4. Salt Utilization Agreement with Maryland State Highway Administration
- 5:15 PM** 5. City Center Holiday Parking Program

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

2015 Hagerstown Ice & Sports Complex Annual Report

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Ice_Rink.pdf	Memo



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 13, 2015

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: 2015 Hagerstown Ice & Sports Complex Annual Report

I request time on the October 13, 2015 Work Session to allow members of the Hagerstown Ice Amateur Athletic Association (HIAAA), who have managed the facility for us since April 2014, to present their annual report. I anticipate that Paul Sweeney (Board Chair), and others will attend and will review the attached PowerPoint presentation. Their presentation provides usage data, fiscal information, capital improvement information, and goals for the upcoming year.

As a reminder to Mayor & City Council, the City pays the utility bills at the rink. As the PowerPoint alludes to, we have lowered utility costs from a high of \$86,891 in FY 11/12 to \$79,089 for FY 14/15 (despite higher utility rates). We will be doing an energy audit of the facility later this year (utilizing an MEA grant) and hope to drive these costs even lower.

The HIAAA will begin to pay rent in April 2017. In the meantime, the intent was for the HIAAA to make improvements to the rink and complete the locker rooms which they are successfully doing.

Attachments: PowerPoint
c: Paul Sweeney
Junior Mason
Amy Riley

Annual Review: Hagerstown Ice & Sports Complex

October 13, 2015



Who uses the HISC?



Washington County North Stars

Hagerstown Adult Recreational League

Mayhem Women's Hockey Team

Adult Novice "C" Hockey League

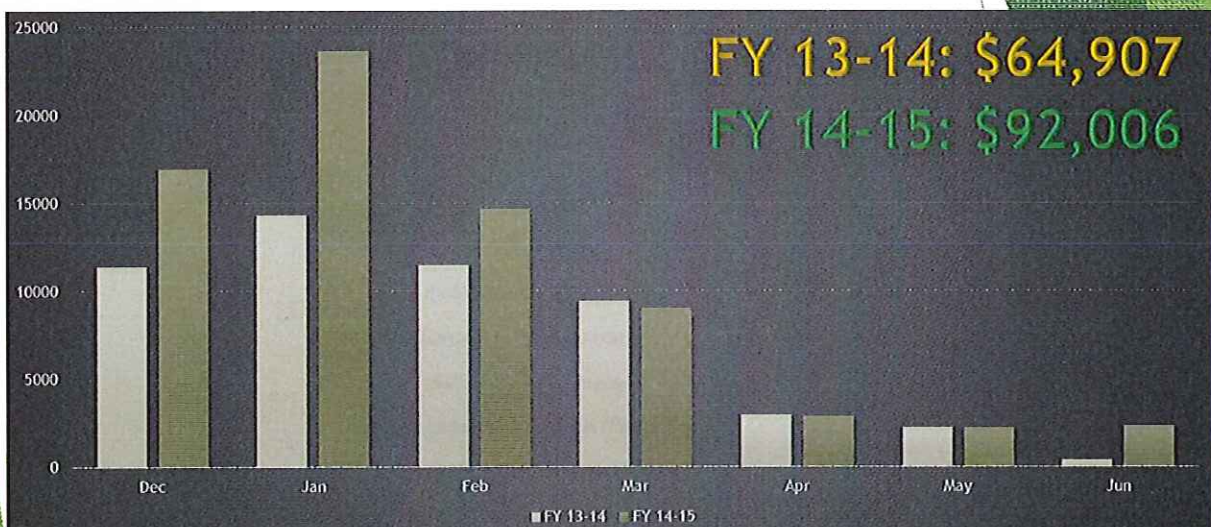
Youth Recreational League

Rink is managed by the Hagerstown Ice Amateur Athletic Association

What is the HIAAA?

- ▶ HIAAA is a non-profit, 501(c)(3) organization
- ▶ Consortium of all major user groups
- ▶ Each group has a voting member on the HIAAA board
- ▶ 3 at-large members also hold voting rights
- ▶ Group was created in 2014 and formally took over operation of the rink on April 1, 2014 (just completed our first complete Fiscal year)

Public Skating: Year-to-Year Comparison



Adult Teams at the HISC

- ▶ 6 teams in upper adult hockey division
 - ▶ 8 teams in lower adult hockey division
 - ▶ 2 teams in developmental adult hockey division
 - ▶ 1 all-female travel adult team
- ▶ ~200 adult hockey players

Amateur teams at the HISC

- ▶ 6 HYHA teams (Hagerstown Youth Hockey)
 - ▶ 2 NorthStars teams (high school hockey)
 - ▶ 3 youth developmental programs
 - ▶ Pond Hockey
 - ▶ Learn to Play Hockey
 - ▶ Youth Recreational League
- ▶ 100+ youth hockey players

Figure Skating at the HISC

- ▶ **2** figure skating programs at the rink
 - ▶ Hagerstown Edge Learn to Skate
 - ▶ Hagerstown Edge Figure Skating Club

- ▶ **~100** figure skaters

HIAAA: Opportunities for Success

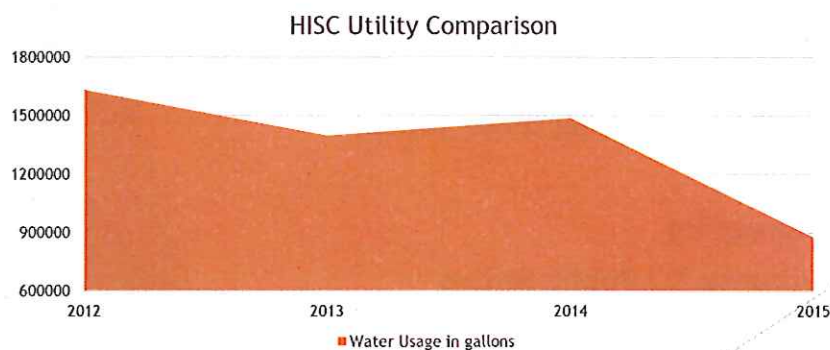
- ▶ Detailed analysis of separate rink functions continue to be examined by HIAAA board members (registrations, ice usage, concessions, advertising, maintenance)
- ▶ Recommendations made at monthly board meetings
- ▶ SOPs are now in place. Productivity and Appearance much improved.
- ▶ Physical state of ice and boards in very good condition.
- ▶ Purchased new Cooling Tower, re-installed and updated heating grate and system under ice. Continue to maintain Compressor system for Ice (custom ordered, currently replacing Freon pump).

Current State of HISC and HIAAA

- ▶ All bills (as of October 2015) are current
- ▶ New Lockers w/showers estimated completion, Fall 2015
- ▶ Currently a surplus in the rink account
- ▶ Hired dedicated Bookkeeper.
- ▶ Hired Program Director (develop Hockey programs)
- ▶ **HISC account is in the black!**

Example of HIAAA cost-saving measure

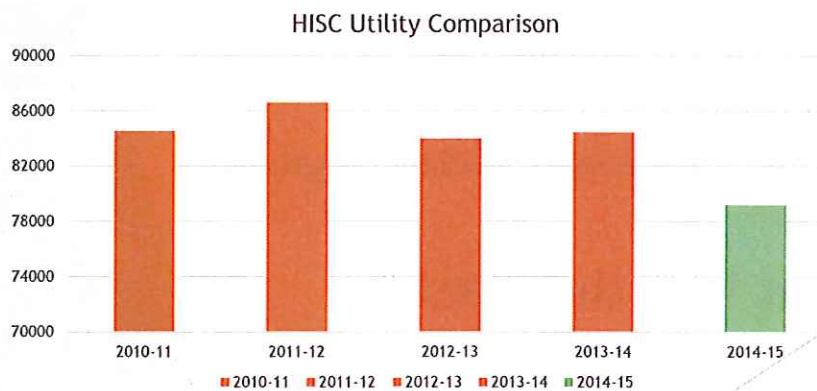
- ▶ Chart shows water usage from four separate years
- ▶ Comparison of Fiscal Years 2012 - 2015
- ▶ Approximately a 41% savings in Water/Sewer



600,000
gallon
reduction in
12 months

More Savings: Total Utilities

- ▶ Chart shows 5 fiscal years, FY 10-11 to FY 14-15
- ▶ Utilities: Gas, Electric, Water & Sewage



\$5,000 savings
in utilities in
HIAAA's first
year of
management

Looking Back: Goals & Improvements from 2014

- ▶ Locker rooms: Finalize additional locker rooms and showers (Fall 2015)
- ▶ Monitoring utilities: Upgrade the internal HVAC controls (Done)
- ▶ Asset protection: Upgrade security system (current system found to be adequate)
- ▶ Plant asset upgrade: Replace Cooling Tower (Done)
- ▶ Schools Out Public Skates
- ▶ Star Community Landscaping
- ▶ ARC of Washington County, DJ Public Skates

Looking Ahead: Vision for 2015 - 2017

- ▶ **Locker rooms:** Finalize additional locker rooms and showers (Fall 2015)
- ▶ **Community Partnerships:** WCPS flyers, City of Hagerstown player discount, Parks & Rec Dept program listings
- ▶ **Sled Hockey:** (grant application for sleds)
- ▶ **Travel Youth Tournament:** March 2016
- ▶ **Adult Tournament:** 2nd Annual End of Summer Showdown (August 2016)

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

License Agreement for Antenna Placement for Verizon Wireless

Mayor and City Council Action Required:

Staff is seeking Mayor and Council approval for the City of Hagerstown to enter into a license agreement with Celco Partnership, doing business as Verizon Wireless, to install an antenna on a traffic signal pole for an initial annual fee of Five Thousand Four Hundred Dollars (\$5,400.00).

Discussion:

Several months ago, Verizon Wireless contacted the Public Works Department in regard to installing an antenna at one location within the city. They are looking to improve their cell coverage that would include cell and data usage on phones. The antenna will also help alleviate usage of an existing, overloaded Verizon macro tower within the vicinity allowing for better coverage and data usage for Verizon customers.

The antenna needs to be lower to the ground hence the installation on a traffic signal pole in lieu of a traditional tower or power pole. The location would be on the northwest corner of the intersection of South Potomac St. and Wilson Blvd. Verizon Wireless will provide all the engineering, design and material for installation. Staff has been working in cooperation with City Light and Engineering to assist in the design and installation required for this project.

The terms of the license agreement include an initial five (5) year lease with an option for two (2) consecutive additional five (5) year terms. Verizon Wireless needs the longer term agreement due to the upfront costs in constructing this antenna.

In exchange for attaching to the city's infrastructure, Verizon Wireless will pay the City of Hagerstown Five Thousand Four Hundred Dollars (\$5,400.00) the first year. The annual payment amount shall increase by two percent (2%) each year on the anniversary date of the commencement date during the continuation of the agreement.

The final license agreement has been reviewed by SALVATORE & BOYER, LLC, city attorneys.

Financial Impact:

There are no costs on the part of Public Works or City Light for this antenna installation.

In exchange for attaching to the city's infrastructure, Verizon Wireless will pay the City of Hagerstown Five Thousand Four Hundred Dollars (\$5,400.00) the first year. The annual payment amount shall increase by two percent (2%) each year on the anniversary date of the commencement date during the continuation of the agreement.

Recommendation:

There appears to be interest in installing only one antenna at this time. Verizon Wireless could

return at a future date with requests for additional antenna sites. For now, staff believes this to be a workable project that does not interfere with the traffic signal operations. Staff looks forward to discussing this issue with the Mayor and Council at a future work session.

Motion:

I hereby move for the approval of a resolution to approve a lease agreement between the City of Hagerstown and Celco Partnership d/b/a Verizon Wireless to utilize city property to install, maintain and operate an antenna to improve telecommunications service in and around the City of Hagerstown. The agreement is for an initial five (5) year term with an option to extend for two (2) consecutive five (5) year terms for an annual amount of Five Thousand Four Hundred Dollars (\$5,400.00). The annual payment shall increase by two percent (2%) each year on the anniversary date of the commencement date during the continuation of the agreement.

Action Dates:

DATE OF PASSAGE: October 27, 2015

ATTACHMENTS:

File Name		Description
📄	Verizon Wireless Agreement.pdf	Memo on Antenna Lease Agreement
📄	Resolution - CELLCO Verizon Wireless License.pdf	Resolution on Verizon Lease Agreement
📄	Motion Sheet for Verizon Wireless antenna agreement 2015.pdf	Motion Sheet on Verizon Lease Agreement
📄	9-16-15 Verizon Wireless - City of Hagerstown License Agreement - Final Clean Version (Incl City Address).pdf	Lease Agreement for Antenna Installation



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

(301)739-8577 ext. 178

September 22, 2015

To: Valerie Means, City Administrator

From: Eric B. Deike, Director of Public Works

Re: License Agreement for Antenna Placement for Verizon Wireless

Action Requested

Staff is seeking Mayor and Council approval for the City of Hagerstown to enter into a license agreement with Cellco Partnership, doing business as Verizon Wireless, to install an antenna on a traffic signal pole for an initial annual fee of Five Thousand Four Hundred Dollars (\$5,400.00).

Discussion

Several months ago, Verizon Wireless contacted the Public Works Department in regard to installing an antenna at one location within the city. They are looking to improve their cell coverage that would include cell and data usage on phones. The antenna will also help alleviate usage of an existing, overloaded Verizon macro tower within the vicinity allowing for better coverage and data usage for Verizon customers.

The antenna needs to be lower to the ground hence the installation on a traffic signal pole in lieu of a traditional tower or power pole. The location would be on the northwest corner of the intersection of South Potomac St. and Wilson Blvd. Verizon Wireless will provide all the engineering, design and material for installation. Staff has been working in cooperation with City Light and Engineering to assist in the design and installation required for this project.

The terms of the license agreement include an initial five (5) year lease with an option for two (2) consecutive additional five (5) year terms. Verizon Wireless needs the longer term agreement due to the upfront costs in constructing this antenna.

In exchange for attaching to the city's infrastructure, Verizon Wireless will pay the City of Hagerstown Five Thousand Four Hundred Dollars (\$5,400.00) the first year. The annual payment amount shall increase by two percent (2%) each year on the anniversary date of the commencement date during the continuation of the agreement.

The final license agreement has been reviewed by SALVATORE & BOYER, LLC, city attorneys.

Costs

There are no costs on the part of Public Works or City Light for this antenna installation.

Next Steps

There appears to be interest in installing only one antenna at this time. Verizon Wireless could return at a future date with requests for additional antenna sites. For now, staff believes this to be a workable project that does not interfere with the traffic signal operations. Staff looks forward to discussing this issue with the Mayor and Council at a future work session.

CITY OF HAGERSTOWN

RESOLUTION

**A RESOLUTION TO APPROVE A LICENSE AGREEMENT
WITH CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS TO ALLOW
THE INSTALLATION, MAINTENANCE AND OPERATION
OF AN ANTENNA AND RELATED EQUIPMENT ON A CITY TRAFFIC SIGNAL
POLE FOR PART OF CELLCO'S TELECOMMUNICATIONS SYSTEM**

RECITALS

WHEREAS, the City of Hagerstown owns a traffic signal pole located on the northwest corner of the intersection of East Wilson Boulevard and South Potomac Street in Hagerstown, Washington County, Maryland (the "Property"); and

WHEREAS, Cellco Partnership d/b/a Verizon Wireless ("Cellco") desires to use a portion of said Property for the purpose of installing, maintaining and operating an antenna and related equipment as part of its telecommunications system; and

WHEREAS, the City has previously entered into similar agreements with other telecommunications providers for the purpose of enhancing telecommunications service in and around the City of Hagerstown; and

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

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Hagerstown, as its duly constituted legislative body as follows:

1. That the foregoing recitals be and are hereby incorporated herein as if restated verbatim.
2. That the License Agreement, a copy of which is attached hereto and incorporated herein be and is hereby approved; and that the Mayor be and is hereby authorized to execute and deliver said License Agreement to Cellco.
3. That the Mayor, City Administrator and/or City Staff be and are hereby authorized to execute any further documentation and take whatever action is necessary in order to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: October 27, 2015
Date of Approval: October 27, 2015
Effective Date: October 27, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 27, 2015

TOPIC: **Approval of a Lease Agreement with Cellco Partnership d/b/a Verizon Wireless to Install, Maintain and Operate a Telecommunications Antenna**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to approve a lease agreement between the City of Hagerstown and Cellco Partnership d/b/a Verizon Wireless to utilize city property to install, maintain and operate an antenna to improve telecommunications service in and around the City of Hagerstown. The agreement is for an initial five (5) year term with an option to extend for two (2) consecutive five (5) year terms for an annual amount of Five Thousand Four Hundred Dollars (\$5,400.00). The annual payment shall increase by two percent (2%) each year on the anniversary date of the commencement date during the continuation of the agreement.

DATE OF PASSAGE: October 27, 2015

Licensee Site Name: CVS 1442

LICENSE AGREEMENT

This Agreement is made effective this _____ day _____, 2015 (the "Effective Date"), by and between the City of Hagerstown, Maryland, a Municipal Corporation, with its principal offices at 1 East Franklin Street, Hagerstown, Maryland 21740, hereinafter referred to as Licenser, and CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as Licensee.

In consideration of the mutual promises contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

SECTION ONE GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licenser hereby grants to Licensee a non-exclusive license to occupy and use, subject to all of the terms and conditions of this agreement, the following described property: portions of one of Licenser's traffic signal poles located at the northwest corner of the intersection of E. Wilson Boulevard and South Potomac Street, Hagerstown, Maryland (the "Property"), comprised of the following: (i) space above the signal pole's side arm for the installation, operation and maintenance Licensee's antenna, mounts and appurtenances identified on Exhibit A attached hereto as the "Antenna Space", and (ii) space below the signal pole's side arm for the installation, operation and maintenance Licensee's communications and utility equipment, including, without limitation, Licensee's electric meter, disconnect box, load center panel, fiber optic termination box, power supply unit (PSU) and remote radio heads (RRHs), within the area identified on Exhibit A as the "Equipment Space", together with such additional space on and within the signal pole and the Property for the installation, operation and maintenance of wires, cables, conduits and pipes running between and among Licensee's equipment and to all necessary electrical, telephone and fiber utility sources on or adjacent to the Property; and together with the non-exclusive right of ingress and egress, seven (7) days a week, twenty four (24) hours a day for the purpose of installation, operation and maintenance of Licensee's communications facility.

The license granted herein is exclusive only as to the space actually occupied by Licensee's equipment and is irrevocable except as set forth herein, including in connection with a default by one of the parties hereto.

SECTION TWO LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by Licensee solely to mount its antenna and related equipment as a part of its telecommunications system and for incidental purposes related to such purpose during the period beginning on the earlier to occur of: (i) the first day of the calendar month in which Licensee commences installation of its equipment on the

Property, or (ii) the first day of the calendar month in which the date occurs that is one (1) year after the Effective Date of this Agreement (the earlier of such dates is the "Commencement Date"), and continuing until this agreement is terminated as provided herein. The parties agree to acknowledge the Commencement Date in writing promptly thereafter.

Licensee shall be permitted to erect, mount, install, adjust, repair, upgrade, reposition and remove an antenna and is other equipment described herein and shown on Exhibit A attached hereto, the necessary electric service related thereto, and/or other necessary and related equipment to the said Property.

SECTION THREE PERIODIC PAYMENTS

Licensee shall pay Licensor for this license at the rate of Five Thousand Four Hundred Dollars (\$5,400.00) per year payable in equal monthly installments in advance on the first of each month. The first payment(s) shall be made within thirty (30) days after the parties' acknowledgement of the Commencement Date, and subsequent payments shall be made in advance promptly on or before the first day of each month thereafter during the continuation of this agreement. The annual payment amount shall increase by two percent (2%) each year on the anniversary of the Commencement Date during the continuation of this agreement.

Licensor agrees to provide Licensee: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent and (ii) such other documentation reasonably requested by Licensee or as may be required by law evidencing Licensor's right to receive payments under this Agreement ("Fee Documentation"), and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of Licensor shall provide to Licensee such Fee Documentation.

SECTION FOUR CONDITION OF PREMISES NOT WARRANTED

Licensor does not warrant or represent that the above-described property is safe, healthful, or suitable for the purposes for which it is permitted to be used under the terms of this agreement.

SECTION FIVE TERMINATION

This Agreement shall extend for an initial term of five (5) years from the Commencement Date. The Licensee shall have the option to extend this Agreement for two (2) consecutive additional five (5) year terms by giving Licensor written notice of its intent to do so at least ninety (90) days prior to the expiration of the initial term or the first extension term, as applicable. If Licensee fails to exercise its right to extend the term as provided herein, or upon the expiration of the extended term the tenancy shall be considered a month to month periodic tenancy and during

such periodic tenancy either party may terminate this agreement at any time, without regard to payment periods by giving written notice to the other, specifying the date of termination, such notice to be given not less than ninety (90) days prior to the date specified in such notice for the date of termination. No refund shall be due for termination by Licensee during any unexpired term. Licensee shall cause all of its equipment and personal property to be removed from the Property, and any damage caused by such removal to be repaired, prior to the expiration of the Agreement or within ninety (90) days of any earlier termination of this Agreement.

SECTION SIX INDEMNIFICATION BY LICENSEE; WAIVER; INSURANCE

(a) Licensee hereby indemnifies Licensor from and against any and all liability, obligations, damages, penalties, fines, losses, reasonable response and removal costs, reasonable remedial costs, and other reasonable costs and expenses (together "Losses") which Licensor might incur in connection with (i) the occupation of the Property by Licensee or (ii) any non-fulfillment of any covenant or agreement on the part of the Licensee under the terms of this License; except, however, to the extent that any Losses are the result of the breach of this Agreement by Licensor or the negligence or misconduct of Licensor or its employees, agents or contractors.

Licensee hereby releases and forever discharges Licensor from all claims, demands, losses, liabilities, judgments, penalties, suits, actions, costs and expenses whatsoever occurring as a direct result of this License, after the date of this License, except to the extent that the same are incurred or suffered by Licensee as a result of the breach of this Agreement by Licensor or the negligence or misconduct of Licensor or its employees, agents or contractors.

(b) Licensor and Licensee each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. Lessor and Licensee each agrees that it will include the other party as an additional insured.

SECTION SEVEN GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maryland.

SECTION EIGHT ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

**SECTION NINE
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION TEN
NOTICES**

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Licensor:
City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740

Licensee:
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

**SECTION ELEVEN
ASSIGNMENT**

This Agreement may be sold, assigned or transferred by the Licensee without any approval or consent of the Licensor to the Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Except as provided in the preceding sentence, the rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder. This Agreement will be binding upon and inure to the benefit of the parties' respective permitted successors and assigns.

**SECTION TWELVE
DEFAULT; REMEDIES**

In the event there is a breach by a party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching party shall give the breaching party written notice of such breach. After receipt of such written notice, the breaching party shall have thirty (30) days in which to cure any breach (provided with respect to Licensee's obligation to pay the license fee hereunder, such cure period shall be limited to fifteen (15) days), provided the breaching party shall have such extended period as may be required beyond the thirty (30) days if: (a) the breach is not reasonably capable of being cured in thirty (30) days, (b) the breaching party commences the cure promptly upon receipt of the notice, (c) the breaching party thereafter continuously and diligently pursues the cure to completion, and (d) the cure is completed within ninety (90) days of receipt of the notice. The non-breaching party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching party has failed to cure the breach within the time periods provided in this paragraph. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the Laws or judicial decisions of the State of Maryland.

SECTION THIRTEEN APPROVALS; LICENSEE TERMINATION

Licensee's ability to use the Property is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit Licensee use of the Property as set forth above. Licensor shall cooperate with Licensee in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner, (iv) the results of the structural analysis are unsatisfactory, or (v) the Property is subject to any casualty event or condemnation that will adversely impact Licensee's use of the Property for more than forty-five (45) days, Licensee shall have the right to terminate this Agreement. Additionally, provided Licensee is not in default hereunder beyond applicable notice and cure periods, Licensee shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to Licensor and Licensee pays Licensor a termination fee equal to three (3) months of the license fee in effect on the date that Licensee exercises such termination option. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in accordance with the notice provisions set forth herein and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All license fees paid to said termination date shall be retained by Licensor.

SECTION FOURTEEN INTERFERENCE

Licensee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Licensor or the pre-existing equipment of Licensor's other tenants and licensees, provided Licensor, and Licensor's other tenants and licensees, each installs and maintains its equipment in accordance with all applicable laws and manufacturer's specifications. In the event any Licensee's equipment causes such interference, and after Licensor has notified Licensee in writing of such interference, Licensee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down Licensee's equipment and later powering up such equipment for intermittent testing. Licensor agrees that Licensor and/or any other tenants or licensees of Licensor will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Licensee. The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this paragraph and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

SECTION FIFTEEN ENVIRONMENTAL

Licensor will be responsible for all obligations of compliance with any environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of Licensee on the Property. Licensor shall hold Licensee harmless and indemnify Licensee from and assume all duties, responsibility and liability at Licensor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by Licensee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by Licensee.

**SECTION SIXTEEN
QUIET ENJOYMENT**

Should Licensor, at any time during the term decide to sell or transfer all or any part of the Property, any such sale or transfer shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Licensee's rights hereunder under the terms of this Agreement. In the event that Licensor completes any such sale or transfer without executing an assignment of this Agreement whereby the third party agrees in writing to assume all obligations of Licensor under this Agreement, then Licensor shall not be released from its obligations to Licensee under this Agreement, and Licensee shall have the right to look to Licensor and the third party for the full performance of this Agreement. Licensor covenants that Licensee, on paying the license fees and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Property. Licensor represents and warrants to Licensee as of the execution date of this Agreement, and covenants during the term that Licensor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

In witness whereof, the Licensor and Licensee have caused this agreement to be executed on the date first above written.

ATTEST

LICENSOR:
CITY OF HAGERSTOWN

Donna K. Spickler,
City Clerk

BY: _____
David S. Gysberts, Mayor

WITNESS

LICENSEE:
CELLCO PARTNERSHIP

BY: _____
NAME: David R. Heverling
TITLE: Area Vice President Network

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Fuel Sales to Community Rescue Service

Mayor and City Council Action Required:

Staff is seeking Mayor and Council approval for the City of Hagerstown to enter into a Fuel Cost Reimbursement Agreement with CRS (Community Rescue Service) allowing CRS to purchase diesel fuel and gasoline from the city's fueling station located at 51 W. Memorial Blvd. under a cost plus arrangement.

Discussion:

In October 2010, the City of Hagerstown and CRS entered into a formal agreement for the City to sell diesel fuel and gasoline to CRS for their ambulatory services. The five (5) year agreement expired at the end of September 2015. This would be a new five (5) agreement between the City and CRS.

Conditions within the agreement would remain relatively the same as the previous agreement. The City purchases the bulk fuels and dispenses them from the City facility located at 51 W. Memorial Blvd. Access to this site would be available 24 hours per day, 7 days per week. Tracking of the dispensed fuel is done through a fuel management system known as Gasboy. Staff would provide the necessary authorization cards or devices required by Gasboy to operate the fuel pumps.

The diesel fuel and gasoline sold to CRS would be at the same cost purchased by the City plus an administrative fee. The current administrative fee is 9.5%. Invoicing to CRS is provided monthly.

The term of the agreement would be for five (5) years and can be terminated by either party per the agreement.

Financial Impact:

The diesel fuel and gasoline sold to CRS would be at the same cost purchased by the City plus an administrative fee. The current administrative fee is 9.5%. Invoicing to CRS is provided monthly.

Recommendation:

Approval of this agreement allows the City to continue to sell diesel fuel and gasoline to CRS as the predominant ambulance service in the City of Hagerstown. Staff looks forward to discussing this issue with the Mayor and Council.

Motion:

I hereby move for Mayor and Council approval of a resolution to authorize the execution and delivery of an agreement between the City of Hagerstown and the Community Rescue Service for the reimbursement of diesel fuel and gasoline obtained from the city facility located at 51 W. Memorial Boulevard.

Action Dates:

DATE OF PASSAGE: OCTOBER 27, 2015

ATTACHMENTS:**File Name****Description**

[Fuel Sales to Community Rescue Services.pdf](#)

Memo



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

(301)739-8577 ext. 178

September 25, 2015

To: Valerie Means, City Administrator

From: Eric B. Deike, Director of Public Works

Re: Fuel Sales to Community Rescue Service

Action Requested

Staff is seeking Mayor and Council approval for the City of Hagerstown to enter into a Fuel Cost Reimbursement Agreement with CRS (Community Rescue Service) allowing CRS to purchase diesel fuel and gasoline from the city's fueling station located at 51 W. Memorial Blvd. under a cost plus arrangement.

Discussion

In October 2010, the City of Hagerstown and CRS entered into a formal agreement for the City to sell diesel fuel and gasoline to CRS for their ambulatory services. The five (5) year agreement expired at the end of September 2015. This would be a new five (5) year agreement between the City and CRS.

Conditions within the agreement would remain relatively the same as the previous agreement. The City purchases the bulk fuels and dispenses them from the City facility located at 51 W. Memorial Blvd. Access to this site would be available 24 hours per day, 7 days per week. Tracking of the dispensed fuel is done through a fuel management system known as Gasboy. Staff would provide the necessary authorization cards or devices required by Gasboy to operate the fuel pumps.

The diesel fuel and gasoline sold to CRS would be at the same cost purchased by the City plus an administrative fee. The current administrative fee is 9.5%. Invoicing to CRS is provided monthly.

The term of the agreement would be for five (5) years and can be terminated by either party per the agreement.

Next Steps

Approval of this agreement allows the City to continue to sell diesel fuel and gasoline to CRS as the predominant ambulance service in the City of Hagerstown. Staff looks forward to discussing this issue with the Mayor and Council.

cc: Scott Kiser
Michelle Hepburn

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE ENTRY INTO A FUEL COST REIMBURSEMENT
AGREEMENT WITH COMMUNITY RESCUE SERVICE, INC.
TO PROVIDE GASOLINE AND DIESEL FUEL**

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation which obtains gasoline and diesel fuels for its municipal use; and

WHEREAS, the said gasoline and diesel fuel is distributed to municipal vehicles from its fuel station located a 51 West Memorial Boulevard in Hagerstown, Washington County, Maryland; and

WHEREAS, the City is a party to a Fuel Cost Reimbursement Agreement with Community Rescue Service, Inc. ("CRS"), an ambulance service and emergency care provider, which permits CRS to obtain fuels at the aforementioned fuel station in connection with the operation of its non-profit business operation; and

WHEREAS, CRS reimburses the City for all costs in connection with fuels obtained by CRS pursuant to the terms of this Agreement; and

WHEREAS, said Agreement expired as of October 7, 2015; and

WHEREAS, the City and CRS desire to enter into a new Fuel Cost Reimbursement Agreement for this purpose; and

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

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

1. The foregoing recitals be and are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Fuel Cost Reimbursement Agreement, a copy of which is attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this resolution.

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

ATTEST:

MAYOR AND COUNCIL

Donna Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: October 27, 2015

Date of Passage: October 27, 2015

Effective Date: October 27, 2015

PREPARED BY:

SALVATORE & BOYER, LLC

City Attorneys

FUEL COST REIMBURSEMENT AGREEMENT

This Agreement is made this ____ day of October, 2015, by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "City"), and Community Rescue Service, Inc., a private Maryland Non-Profit Organization (hereinafter "CRS").

WHEREAS, City as a local government entity and a Maryland Municipal Corporation obtains gasoline and diesel fuel for its municipal use; and

WHEREAS, said gasoline and diesel fuel is distributed to municipal vehicles from its fuel station located at 51 West Memorial Blvd. in Hagerstown, Washington County, Maryland (the "fuel station"); and

WHEREAS, the City and CRS are Parties to a Fuel Cost Reimbursement Agreement, dated October 7, 2010 (the "Agreement") which permits CRS to obtain fuels at the Distribution Center in connection with the operation of its ambulance service and emergency care business operation; and

WHEREAS, the Agreement expired on or about October 7, 2015; and

WHEREAS, the City does not operate a public ambulance service; and

WHEREAS, CRS is the largest ambulance service and emergency care provider in Washington County, Maryland; and

WHEREAS, CRS is the predominant ambulance service and emergency care provider in the City of Hagerstown, providing service throughout the corporate limits of the City to all persons, regardless of their ability to pay; and

WHEREAS, CRS regularly performs stand-by ambulance service and emergency care for the City at City sponsored public events for no charge; and

WHEREAS, CRS provides an annual fee schedule to the City delineating its ambulance service and emergency care fees; and

WHEREAS, a member of the elected body of the City of Hagerstown has traditionally held and currently holds a Director position on the Board of Directors of CRS; and

WHEREAS, the City traditionally provides financial support to CRS in the form of an annual donation to its operating expenses; and

WHEREAS, CRS has requested the renewal of the Agreement in order to continue to utilize the fuel station to obtain gasoline and diesel fuel from the City in connection with the operation of its private, non-profit ambulance service and emergency care business operation; and

WHEREAS, the Mayor and Council find that it is in the best interests of the citizens of the City of Hagerstown to continue to assist CRS in this regard;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals be and are hereby incorporated herein as if restated verbatim. The Parties hereto agree that the representations contained in the recitals be and are conditions precedent to the obligations of the Parties hereunder.

2. City hereby agrees to provide to CRS and CRS hereby agrees to obtain from City, gasoline and diesel fuel for use in connection with its ambulance service and emergency care operation in the City of Hagerstown, pursuant to the terms and conditions hereof.

3. CRS shall obtain no more than approximately 500 gallons of gasoline per month and approximately 2,500 gallons of diesel fuel per month from City, at and for a cost equal to the price per gallon for which the City has purchased said gasoline and diesel fuel, plus the City's then-current cost recovery multiplier applicable to all City departments. City shall provide CRS access to its fueling station at 51 West Memorial Blvd., Hagerstown, Washington County, Maryland, 24 hours per day, 7 days per week for this purpose.

4. City shall provide CRS with appropriate GasBoy authorization cards for its employees and vehicles. The employees and vehicles for which authorized cards are to be issued as of the date of this Contract are identified on the list attached hereto as Exhibit A. Upon the request of CRS, City shall issue appropriate authorization cards for new vehicles or new employees as needed. The authorization cards shall remain the property of the City and shall be returned to the City immediately for each employee who is no longer employed by CRS, and for each vehicle that is no longer used by CRS. Upon the request of the City, CRS shall provide a periodic list of all vehicles and authorized employees who have been provided said authorization cards.

5. CRS hereby acknowledges its obligation to immediately inform City when and if an authorization card is lost, stolen, or destroyed, or when an employee is terminated or a vehicle is no longer used by CRS.

6. City shall track all fuel sales attributable to CRS's vehicles and/or employees and bill CRS on a monthly basis for gasoline and diesel fuel obtained by CRS. CRS's cost of gasoline and diesel fuel shall be equal to the per gallon cost incurred by the City for the fuel inventory obtained by CRS, plus the City's then-current cost recovery multiplier applicable to all City departments. Current cost invoices shall be made available to CRS at all reasonable times upon request. CRS agrees to pay said invoice in immediately available funds within thirty (30) days of issuance of said invoice.

7. The term of this Agreement shall be for sixty (60) months from the date of execution. However, either party hereto shall have the absolute right to immediately terminate this Agreement upon sending written notice to the other party. Upon termination by either party, CRS shall immediately cease and desist from obtaining fuel from the City's fuel station, and will immediately surrender all employee and vehicle authorization cards to City.

8. All notices provided herein shall be provided by first class mail or via facsimile transmission as follows:

If to City: City Administrator
 City Hall
 1 E. Franklin Street
 Hagerstown, MD 21740

Copy to: Public Works Department Manager
 51 West Memorial Blvd.
 Hagerstown, MD 21740

If to CRS: Community Rescue Service, Inc.
 110 Eastern Blvd. North
 Hagerstown, MD 21740

9. This Agreement shall be construed pursuant to the laws of the State of Maryland. The parties hereto agree hereby and consent to the exclusive jurisdiction of and venue in the State Courts located in Washington County, Maryland for any dispute arising hereunder.

10. CRS hereby agrees to abide by all of the procedures established by City with regard to obtaining gasoline and diesel fuel, the use of the fuel station, the use of the authorization cards, and to abide by the posted rules on City owned property. The City shall have the absolute right to establish, implement, change or modify any such policies, procedures, or regulations.

11. CRS hereby agrees to hold City harmless and indemnify City and its agents, servants, and employees, for any loss, claim, damages, charges, fees or other expense incurred as a result of CRS obtaining gasoline and diesel fuel pursuant to this Contract, CRS's use of the fuel station or CRS's presence on City owned property. CRS further agrees to indemnify City for any loss or damage incurred to City property whether real, personal or mixed, as a result of CRS's use or access thereto pursuant to this Agreement.

12. CRS shall maintain a policy of general liability insurance in a minimum amount of \$1,000,000.00 and name City as an additional insured on said policy. CRS shall provide a certificate of said insurance to the City upon the execution of this Agreement, and at all reasonable times thereafter when requested by the City. CRS shall immediately advise City in writing of any termination or lapse of said insurance.

13. City does not guarantee CRS a certain quantity of gasoline or diesel fuel will be available to CRS or warrant the quality of gasoline or diesel fuel available to CRS during the term of this Contract. CRS hereby acknowledges that City shall not be held liable for any damage, loss or claim that may arise as a result of CRS being unable to obtain gasoline or diesel fuel pursuant hereto.

The parties hereto have executed this Agreement on the date first above written.

ATTEST:

THE CITY OF HAGERSTOWN

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

ATTEST:

COMMUNITY RESCUE SERVICE, INC.

, Corporate Secretary

By: _____
, President

FUEL COST REIMBURSEMENT AGREEMENT

EXHIBIT A

Community Rescue Service Career Staff

Joanna Anthony	Nathan Bowers	Todd Bowman	Adam Carrier
Cliff Davis	Bobby Folin	Danny Gibson	Andrea Girardin
Erin Haley	Jeff Hardman	Kyle Hetzer	Nathan Householder
Ann Jochum	Kara Kile	Darin Libdeck	Bard Lohr
Mike Mooers	Joey Muller	Brandon Neuenschwander	
Jayson Osterhoudt	Steve Pifer	Cameron Pressman	Justin Ruppenthal
Bob Shank	Richie Smallwood	Matt Sweitzer	Henry Vidal
Paul Virden	Billy Woods	Sever Baughman	Kevin Burkner
Josh Clark	Lacey Cochran	Natalie Coffman	Scott Cooney
Drew DeHaven	Jon Fink	Chris Faley	Jen Gergory
Hannah Hardman	Rob Horning	Matt Kennedy	Rob Matschat
Kristen McCoy	JP Miller	Kyle Minnick	Danny Minnick
Sandy Reichert	Christian Rejonis	Dave Reynolds	Keli Smith
Kenny Smith	Clint Stouffer	Shawn Wieczorek	Doug Wright
Daniel Young	Jonas Zeigler	Dennis Browne	Robert Buck
Jeremy Mackrell	Dave Hays	Bonnie Errico	Tracey Weaver
Denis Boward	Rose Gaither	Michelle Mauck	Chelsea Weller
Beth Close	Terry Trovinger		

Community Rescue Service Vehicle Listing

1. 2003 Excellence Ambulance Unit 756
2. 2006 Medtec Ambulance Unit 752
3. 2007 Medtec Ambulance Unit 755
4. 2007 Medtec Ambulance Unit 758
5. 2009 Horton Ambulance Unit 753
6. 2009 Horton Ambulance Unit 751
7. 2012 International Ambulance Unit 759
8. 2012 International Ambulance Unit 754
9. 2005 Chevy Tahoe (Chief)
10. 2007 Dodge Charger (Dep. Chief)
11. 2007 Dodge Charger (Asst. Chief)
12. 2010 Ford Explorer Interceptor
13. 2010 Expedition chase SUV
14. 2000 Freightliner Rescue

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Salt Utilization Agreement with Maryland State Highway Administration

Mayor and City Council Action Required:

Staff is seeking Mayor and Council approval for the City of Hagerstown to enter into a Salt Utilization Agreement with the Maryland State Highway Administration (SHA) to purchase bulk road salt during snow emergency operations. Cost per ton would be One Hundred Twenty Three Dollars and Eighteen Cents (\$123.18) per ton plus an administrative fee of 8.06%.

Discussion:

The City of Hagerstown has a limited capacity to store bulk road salt for snow emergency operations. On site storage is approximately one thousand tons. During snow events, salt is utilized and replenished throughout the snow season. Salt supplies can be quickly depleted during a cycle of continuous storms, slow deliveries or simply a lack of product. The city currently has little recourse when salt supplies run low other than obtaining salt from the salt supplier or possibly purchasing salt from Washington County Highway.

The Maryland State Highway Administration will allow local governments to purchase salt from them as needed during snow emergencies if the salt is available. The local governments must have an approved Salt Utilization Agreement in place before salt can be purchased.

The salt would be obtained from the SHA shop located off of Sharpsburg Pike. The current cost of the salt is One Hundred Twenty Three Dollars and Eighteen Cents (\$123.18) per ton plus an additional 8.06% administrative fee.

The Washington County Government is currently bidding road salt for themselves and the City of Hagerstown. A contract should be in place by the end of November. Salt has only been purchased once from SHA in the previous 16 years so utilizing SHA for salt should be considered as a last resort option for the City.

Financial Impact:

The salt would be obtained from the SHA shop located off of Sharpsburg Pike. The current cost of the salt is One Hundred Twenty Three Dollars and Eighteen Cents (\$123.18) per ton plus an additional 8.06% administrative fee.

Recommendation:

Approval of the Salt Utilization Agreement provides the City with another option for road salt if necessary. Staff believes it to be wise to have the formal agreement in place well before the salt is needed from SHA. Staff looks forward to discussing this issue with the Mayor and Council at a future work session.

Motion:

I hereby move for the approval of a resolution to approve a salt utilization agreement with the Maryland State Highway Administration. The agreement allows the City of Hagerstown to purchase road salt from state highway stockpiles during winter weather emergencies. The City shall reimburse the highway administration for cost of the salt, delivery charges and overhead.

Action Dates:

DATE OF PASSAGE: October 27, 2015

ATTACHMENTS:

File Name		Description
▢	Memo_State_MOU_for_road_salt.pdf	Memo on Salt Utilization Agreement with SHA
▢	Hagerstown_MOU_.pdf	SHA Salt Utilization Agreement
▢	Hagerstown_FY_16_LOA_.pdf	SHA Supplemental Letter of Agreement
▢	SHA_Salt_Utilization_Agreement_Resolution_9_30_15.pdf	Resolution for Salt Utilization Agreement
▢	Motion_Sheet_for_SHA_Salt_Utilization_Agreement_2015.pdf	Motion Sheet for Salt Utilization Agreement



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

(301)739-8577 ext. 178

September 30, 2015

To: Valerie Means, City Administrator

From: Eric B. Deike, Director of Public Works

Re: Salt Utilization Agreement with Maryland State Highway Administration

Action Requested

Staff is seeking Mayor and Council approval for the City of Hagerstown to enter into a Salt Utilization Agreement with the Maryland State Highway Administration (SHA) to purchase bulk road salt during snow emergency operations. Cost per ton would be One Hundred Twenty Three Dollars and Eighteen Cents (\$123.18) per ton plus an administrative fee of 8.06%.

Discussion

The City of Hagerstown has a limited capacity to store bulk road salt for snow emergency operations. On site storage is approximately one thousand tons. During snow events, salt is utilized and replenished throughout the snow season. Salt supplies can be quickly depleted during a cycle of continuous storms, slow deliveries or simply a lack of product. The city currently has little recourse when salt supplies run low other than obtaining salt from the salt supplier or possibly purchasing salt from Washington County Highway.

The Maryland State Highway Administration will allow local governments to purchase salt from them as needed during snow emergencies if the salt is available. The local governments must have an approved Salt Utilization Agreement in place before salt can be purchased.

The salt would be obtained from the SHA shop located off of Sharpsburg Pike. The current cost of the salt is One Hundred Twenty Three Dollars and Eighteen Cents (\$123.18) per ton plus an additional 8.06% administrative fee.

The Washington County Government is currently bidding road salt for themselves and the City of Hagerstown. A contract should be in place by the end of November. Salt has only been purchased once from SHA in the previous 16 years so utilizing SHA for salt should be considered as a last resort option for the City.

Next Steps

Approval of the Salt Utilization Agreement provides the City with another option for road salt if necessary. Staff believes it to be wise to have the formal agreement in place well before the salt is needed from SHA. Staff looks forward to discussing this issue with the Mayor and Council at a future work session.

Cc: M. Hepburn

SALT UTILIZATION AGREEMENT

by and between
Maryland State Highway Administration
and
The City of Hagerstown

This Salt Utilization Agreement (“**AGREEMENT**”) made this ____ day of _____, 2015, executed in duplicate, between the Maryland State Highway Administration of the Department of Transportation acting for and on behalf of the State of Maryland (“**SHA**”) and the City of Hagerstown, (“**CITY**”).

WHEREAS, during certain winter snow emergency operations (“**SNOW EVENT**”) the CITY may have a need to obtain additional salt (“**SALT**”) to effectively complete their winter snow operations; and

WHEREAS, the CITY has requested, and SHA has agreed, to allow the CITY to obtain SALT from SHA stockpiles during a SNOW EVENT in accordance with the terms and conditions contained herein; and

WHEREAS, the cost of the SALT at the time of execution of this AGREEMENT is One Hundred Twenty Three Dollars and Eighteen Cents, (\$123.18) per ton, which includes the cost of the salt and a delivery charge; and

WHEREAS, the cost of delivering the SALT to SHA is subject to weekly adjustments to account for fuel price variances; and

WHEREAS, the parties acknowledge that the initial SALT price is subject to annually awarded contracts by SHA and shall be adjusted accordingly; and

WHEREAS, the CITY shall reimburse SHA for the SALT at SHA’s cost, including overhead, if applicable; and

WHEREAS, SHA shall invoice the CITY for all costs for SALT received by the CITY, including SHA overhead; and

WHEREAS, the term of this AGREEMENT shall be for a period of two (2) years (“**TERM**”) with a not to exceed cost of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, SHA and the CITY agree that this AGREEMENT will benefit both parties of this MOU and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between SHA and the CITY, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. TERM

The TERM of this AGREEMENT is for a period of two (2) years beginning the first day of September 2015 and ending on the thirty first (31st) day of August 2017, both dates inclusive, unless sooner terminated as set forth herein.

During the TERM of this AGREEMENT the total cost of SALT that will be distributed to the CITY shall not exceed One Hundred Thousand Dollars (\$100,000.00).

II. ESTABLISHMENT of the SALT ACCOUNTS

- A. SHA has established a charge number for the CITY which will be used to document SALT withdrawals from SHA's inventory system. The current charge number for the CITY is BY _____.
- B. The Supplemental Letter of Agreement which is to be executed annually prior to an SALT withdrawals shall provide: i) the cost per ton, ii) SHA overhead, iii) estimated cost of the Salt required by the CITY, iv) contact information and v) any special requirements, ("SUPPLEMENTAL LOA").

III. PROCEDURES

A. SALT Scheduling

- 1. **SHA Shop Locations:** For purposes of this AGREEMENT, the SHA shop to be used for SALT, as determined by SHA, is:
 - Hagerstown Maintenance Shop
- 2. **Prior to a SNOW EVENT:** CITY will contact SHA at 301 791-4790 to arrange for the CITY's trucks to be loaded at the designated location with the SALT the day before a local forecasted snow if time permits, otherwise SHA and the CITY will determine which SHA salt storage site is appropriate to load the SALT onto the trucks out of and SHA will provide an operator to facilitate the loading of the SALT.
- 3. **During the SNOW EVENT:** the CITY will contact the appropriate SHA Shop and request to be loaded at an approximate preferred time of arrival at whichever SHA shop is nearest to that truck. SHA will then arrange for an operator to meet the CITY truck at that dome as close to the preferred time as possible without negatively affecting SHA operations. In addition, if a CITY truck is in the vicinity of the dome during a SNOW EVENT and an SHA operator is present, the CITY's truck may then be topped off, if desired. In situations where the SHA SNOW EVENT operations are already active when the CITY operations begin, the CITY can notify SHA

as far in advance as possible and SHA will make every effort to provide an operator at all the locations requested in order to begin loading the CITY'S trucks with SALT.

4. **Post SNOW EVENT:** the CITY can contact the appropriate SHA shop to request re-loading after a SNOW EVENT, and SHA will schedule the re-loading at both parties convenience.

B. Load Records

1. An SHA loader operator must load the CITY's trucks.
2. SHA shall create a written loading record that must be signed by the CITY driver and a copy shall be given to the driver to account for every load of SALT that the CITY receives from SHA. Each load record shall contain the following:
 - a. truck number or license tag number,
 - b. the number of scoops/ buckets,
 - c. the number of tons – based on the scoops / bucket size value multiplied by the number of scoops /buckets.

IV. PAYMENT

- A. SHA shall provide a detailed invoice to the CITY by May 31st of each year for all actual costs incurred by SHA to provide SALT to the CITY including SHA overhead. The invoice shall be accompanied by normal documentation from SHA to evidence actual costs incurred.
- B. The invoice shall document the prevailing price for SALT along with the appropriate fuel adjustments based on the date the SALT is received by the CITY.
- C. Upon request by the CITY, SHA may provide an Excel spreadsheet of all dates, number of buckets and estimated tonnage provided to the CITY on each date of withdrawal.
- D. SHA can provide calculation of the formula to show the final dollar value requested for the utilization of SALT during the SNOW EVENTS of each winter pursuant to the AGREEMENT and applicable SUPPLEMENTAL LOA.
- E. The estimated cost of the SALT is based on the average amount of SALT used during the previous five years at the prevailing rate at the time of execution of this AGREEMENT adjusted to inflation, and will be adjusted according to fuel charges in effect at that time.
- G. Reimbursement to SHA for the SALT, including SHA overhead, is estimated to be One Hundred Thousand Dollars (\$100,000.00) and is based on estimated quantities from the previous year, however, actual costs and tonnage may vary and the CITY shall reimburse SHA for actual tonnage and costs.

- H. In the event of extremely heavy SALT usage, SHA reserves the right to submit progress billings to the CITY in lieu one (1) annual invoice.
- I. The CITY shall reimburse SHA for all costs incurred by SHA for all supplied SALT provided during the winter pursuant to this AGREEMENT and applicable SUPPLEMENTAL LOA within thirty (30) days of receipt of each invoice.
- J. In the event SHA does not receive payment of invoices within thirty (30) days of the CITY's receipt of each invoice, SHA will notify the CITY of the overdue payment and provide the CITY the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, SHA will then notify the CITY in writing, that SHA may make a deduction from the CITY's share of Highway User Revenue equal to the overdue invoice amount(s) or SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of overdue amount.

V. GENERAL

- A. The estimated cost to the CITY for the SALT, including SHA overhead during the TERM of this AGREEMENT, is One Hundred Thousand Dollars (\$100,000.00). The costs shown in this AGREEMENT are estimates only, and the CITY shall be responsible for actual costs.
- B. SHA and the CITY agree to cooperate with each other to accomplish the terms and conditions of this AGREEMENT and its SUPPLEMENTAL LOAs.
- C. The terms of this AGREEMENT shall be binding until the earlier to occur of (i) of no more than two (2) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this AGREEMENT, or (iii) August 31, 2017. However, termination of this AGREEMENT and any SUPPLEMENTAL LOAs is contingent on all outstanding invoices being paid by the CITY to SHA.
- D. The CITY shall indemnify, hold harmless and defend, at SHA's option, the State of Maryland, SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this AGREEMENT by the CITY or its contractors, agents or assigns.
- E. This AGREEMENT shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- F. This AGREEMENT and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- G. The recitals (WHEREAS clauses) at the beginning of this AGREEMENT are incorporated as substantive provisions of this AGREEMENT.

H. All notices and/or invoices, if to the CITY, shall be addressed to:

Eric B. Deike, Director
Public Works
City of Hagerstown
51 West Memorial Blvd
Hagerstown, MD 21740
(301) 739-8577 (Phone)
(301) 791-6761 (Fax)
Email edeike@hagerstownmd.org

With copies to:

Anthony Crawford, District Engineer, D-6
State Highway Administration
1250 Vocke Road
LaVale, MD 21502
Phone: (301) 729-8400
Fax: (301) 729-8515
Email: acrawford@sha.state.md.us

and,

SHA Agreements Team
Regional and Intermodal Planning Division
State Highway Administration
707 N. Calvert Street
Mailstop C-502
Baltimore, MD 21202
Phone: (410) 545-5675
E-mail: SHAAGreementsTeam@sha.state.md.us

Remainder of page intentionally left blank

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

STATE HIGHWAY ADMINISTRATION

WITNESS

By: _____ (SEAL)
Gregory C. Johnson P.E.
Administrator

Date

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

RECOMMENDED FOR APPROVAL:

Assistant Attorney General

David J. Coyne
Deputy Administrator/Chief Engineer
for Operations

Douglas H. Simmons
Deputy Administrator/Chief Engineer
Planning, Engineering, Real Estate, and
Environment

Lisa B. Conners
Director
Office of Finance

CITY OF HAGERSTOWN

WITNESS

BY: _____ (Seal)
David S. Gysberts
Mayor

Date

**APPROVED AS TO FORM AND
LEGALITY**

RECOMMENDED FOR APPROVAL:

Counsel

Larry Hogan, *Governor*
Boyd Rutherford, *Lt. Governor*



Pete K. Rahn, *Secretary*
Douglas H. Simmons, *Acting Administrator*

September 14, 2015

Eric B. Deike
Director, Public Works
City of Hagerstown
51 West Memorial Boulevard
Hagerstown, MD 21740

RE: Supplemental Letter of Agreement
Salt and/or Aggregate for Winter Storm Events
BY _____

Mr. Eric B. Deike:

This Supplement Letter Of Agreement (“**SUPPLEMENTAL LOA**”) between the Maryland State Highway Administration of the Maryland Department of Transportation acting for and on behalf of the State of Maryland (“**SHA**”) and City of Hagerstown, Maryland (“**CITY**”) sets forth the agreement between the parties pertaining to funding the withdrawal of and payment of salt and/or aggregate for winter storm events during the winter of 2015-16 running from August 15, 2015 until May 30, 2016 and in accordance with the terms and conditions set forth in an Agreement dated _____, **2015, (Control No: _____)** by and between SHA and the CITY (“**AGREEMENT**”), which is attached hereto. The total amount to be purchased by the CITY during the winter of 2015-2016 is not to exceed Sixty Two Thousand Dollars (\$62,000.00).

In accordance with the AGREEMENT, base rates for SALT and SHA Overhead for this SUPPLEMENTAL LOA are as follows:

SALT: \$123.18 per ton

SHA OVERHEAD: 8.06% (or the prevailing rate as approved by FHWA, and in use at the time of withdrawal)

Should weather severity increase the CITY’s need for SALT, and depending on SALT availability from SHA, an Amendment to this LOA will be required for purchases in excess of Sixty Two Thousand Dollars.

Pursuant to the terms of the AGREEMENT and SHA’s Procurement regulations, the tonnage price for SALT includes the base rate for delivery and shall be adjusted accordingly at the date of actual withdrawal.

The parties agree to invoicing and payment as set forth in the AGREEMENT. Additionally, pursuant to the AGREEMENT, SHA may seek recourse against the CITY’s Highway User Revenue or use the Central Collections Unit (CCU) for outstanding invoices dated sixty (60) days or more in arrears..

My telephone number/toll-free number is 410-545-0400 or 1-800-206-0770
Maryland Relay Service for Impaired Hearing or Speech 1.800.735.2258 Statewide Toll Free

Street Address: 707 North Calvert Street • Baltimore, Maryland 21202 • Phone 410.545.0300 • www.roads.maryland.gov

Eric B. Deike
Page 2

The parties agree that SHA may limit and/or deny SALT to the CITY due to weather severity, shortages, etc. It shall be the CITY's responsibility to contact SHA to verify the availability of SALT prior to arrival at an SHA facility.

SHA and the CITY agree to cooperate with each other to accomplish the terms and conditions of this SUPPLEMENTAL LOA and the AGREEMENT.

If the terms of this SUPPLEMENTAL LOA are acceptable to the CITY, please sign both originals where indicated and return the two (2) originals to:

Dale Edwards
Assistant Agreements Coordinator
707 N. Calvert Street
Mailstop C-502
Baltimore, MD 21202

Once both originals are fully executed, one (1) original will be returned to you for the CITY's use and information.

Sincerely,

MARYLAND STATE HIGHWAY
ADMINISTRATION

Witness:

Anthony Crawford Date
District Engineer, D-6

Recommended for Approval:

**Verification that SUPPLEMENTAL LOA
is consistent with AGREEMENT:**

Mark D. Benner
Assistant Resident Maintenance Engineer

Dale Edwards
Assistant Agreements Coordinator

CITY OF HAGERSTOWN

Witness:

David S. Gysberts Date
Mayor

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE ENTRY INTO A SALT UTILIZATION
AGREEMENT WITH THE MARYLAND STATE HIGHWAY ADMINISTRATION
FOR THE PURCHASE OF SALT DURING WINTER SNOW EMERGENCIES**

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation which utilizes salt application on City roads during winter snow emergencies; and

WHEREAS, the City may need to obtain additional salt during said winter snow emergencies; and

WHEREAS, the State Highway Administration (“SHA”) has agreed to allow the City to obtain salt from SHA stockpiles during a winter snow event in accordance with the Salt Utilization Agreement (“Agreement”); and

WHEREAS, the City agrees to reimburse the SHA for the cost of the salt, a delivery charge, and SHA overhead, if applicable; and

WHEREAS, the term of the Agreement shall be for a period of two (2) years; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to enter into this Agreement with the SHA;

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. The foregoing recitals be and are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Salt Utilization Agreement, a copy of which is attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: N/A
Date of Passage: October 27, 2015
Effective Date: October 27, 2015

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 27, 2015

TOPIC: **Approval of a Salt Utilization Agreement with the Maryland State Highway Administration**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to approve a salt utilization agreement with the Maryland State Highway Administration. The agreement allows the City of Hagerstown to purchase road salt from state highway stockpiles during winter weather emergencies. The City shall reimburse the highway administration for cost of the salt, delivery charges and overhead.

DATE OF PASSAGE: October 27, 2015

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

City Center Holiday Parking Program

Mayor and City Council Action Required:

Staff is requesting the Mayor and Council approve City Center holiday parking program by modifying the existing parking rates to allow free parking in the evenings after 4:00 PM weekdays and both weekend days at the University District Parking Deck and Arts & Entertainment District Parking Deck from November 30, 2015 through January 3, 2016. Standard rates would apply between the hours of 6:00 AM and 4:00 PM weekdays. Normal rates and operations would resume on Monday January 4, 2016.

Discussion:

For many years, the City of Hagerstown has provided limited free parking in the parking decks during the holiday shopping season. The City officially recognizes the beginning of the holiday season with the Hollyfest program that includes the lighting of the Christmas tree in the square and festivities later that evening at the Maryland Theater. This year Hollyfest will be on Friday November 20, 2015, which is the Friday before the Thanksgiving holiday.

Staff would like to initiate the holiday parking program as of 4:00 PM on Monday November 30th and end the special rate on Monday January 4th at 6:00 am. The intent is to encourage patrons to the City Center during the holiday season for shopping, dining and entertainment. Parking will be free in both parking decks on Thanksgiving Day through the Thanksgiving holiday weekend. November 30th is the first Monday after Thanksgiving. The weekends would also be free through the remainder of December.

Metered parking spaces along the street and in the city owned lots will continue to be free before 9:00 am and after 5:00 pm weekdays and all day Saturday and Sunday as it is normally throughout the year.

Financial Impact:

Reduction in revenues for the Parking System. Estimated loss not available.

Recommendation:

Staff would like to get Mayor and Council consensus on the holiday parking program to allow staff to plan and advertise accordingly.

Motion:

I hereby move for Mayor and Council to approve the City Center holiday parking program that allows for free parking after 4:00 PM weekdays and all day Saturday and Sunday in the University District Parking Deck and Arts & Entertainment District Parking Deck beginning Monday November 30, 2015 through

Sunday January 3, 2016.

Parking in the city center, central business district street and lot meters will continue to be free after 5:00 PM and all day Saturday and Sunday as it is normally throughout the year.

Action Dates:

DATE OF PASSAGE: OCTOBER 27, 2015

ATTACHMENTS:

File Name		Description
D	City_Center_Holiday_Parking_Program.pdf	Memo and Motion



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

(301)739-8577 ext. 178

September 22, 2015

To: Valerie Means, City Administrator

From: Eric B. Deike, Director of Public Works

Re: City Center Holiday Parking Program

Action Requested

Staff is requesting the Mayor and Council approve City Center holiday parking program by modifying the existing parking rates to allow free parking in the evenings after 4:00 PM weekdays and both weekend days at the University District Parking Deck and Arts & Entertainment District Parking Deck from November 30, 2015 through January 3, 2016. Standard rates would apply between the hours of 6:00 AM and 4:00 PM weekdays. Normal rates and operations would resume on Monday January 4, 2016.

Discussion

For many years, the City of Hagerstown has provided limited free parking in the parking decks during the holiday shopping season. The City officially recognizes the beginning of the holiday season with the Hollyfest program that includes the lighting of the Christmas tree in the square and festivities later that evening at the Maryland Theater. This year Hollyfest will be on Friday November 20, 2015, which is the Friday before the Thanksgiving holiday.

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Metered parking spaces along the street and in the city owned lots will continue to be free before 9:00 am and after 5:00 pm weekdays and all day Saturday and Sunday as it is normally throughout the year.

Next Steps

Staff would like to get Mayor and Council consensus on the holiday parking program to allow staff to plan and advertise accordingly.

cc: Jason Rodgers
Scott Nicewarner
Paul Kifer

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 27, 2015

TOPIC: Approval of City Center Holiday Parking Program

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council to approve the City Center holiday parking program that allows for free parking after 4:00 PM weekdays and all day Saturday and Sunday in the University District Parking Deck and Arts & Entertainment District Parking Deck beginning Monday November 30, 2015 through Sunday January 3, 2016.

Parking in the city center, central business district street and lot meters will continue to be free after 5:00 PM and all day Saturday and Sunday as it is normally throughout the year.

DATE OF PASSAGE: OCTOBER 27, 2015