

**92nd Regular Session
Mayor and City Council
May 24, 2016
Agenda**

7:00 PM - May 24, 2016 - REGULAR SESSION -*Council Chambers*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Penny M. Nigh

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure - *Adopted September 24, 2013*
- 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, June 7, 2016 - Work Session at 4:00 p.m.
 - 2. Tuesday, June 14, 2016 - Work Session at 4:00 p.m.
 - 3. Tuesday, June 21, 2016 - Regular Session at 7:00 p.m.
 - 4. Tuesday, June 28, 2016 - MML Convention - No Meeting Scheduled

V. APPOINTMENTS

- A. Bicycle Advisory Committee:
 - Joyce Martin, Term to Expire June 1, 2018
 - Mike Mittel, Term to Expire June 1, 2018
 - Richard Cushwa, Term to Expire June 1, 2018
 - Jennifer Fettig, Term to Expire June 1, 2018
- Planning Commission:
 - Ronald Thomas, Term to Expire May 1, 2021
 - Douglas Wright, Term to Expire May 1, 2021
- Board of Code Appeals:
 - Gordon Poffenberger, Term to Expire June 1, 2020
- Historic District Commission:
 - Tracy Carr-Kretzer, Term to Expire June 30, 2019
 - Samantha Jo Taylor, Term to Expire June 30, 2019
- EDC Recommendation:
 - Michael Fitzgerald

VI. GUESTS

Blues Fest Children's Artist Winner
"If I Were Mayor" Contest Essays

VII. CITIZEN COMMENTS

VIII. PUBLIC HEARINGS

Local Conversion Overlay - 400 Jonathan Street

Annexation: Stormwater Parcel LLC, 250 Eastern Boulevard

IX. CITY ADMINISTRATOR'S COMMENTS

X. MAYOR AND COUNCIL COMMENTS

XI. MINUTES

April 5, 2016, April 12, 2016, and April 19, 2016

XII. CONSENT

A. IT/Support Services

1. Construction of Television Production Studio - A.V. Rauth & Sons, Inc. (Hagerstown, MD) \$45,281.00

B. Parks and Engineering

1. Engineering: Installation of Pavement Marking - Alpha Space Control Company, Inc. (Chambersburg, PA) Not To Exceed \$75,000

C. Utilities

1. Water: Replacement of Vehicle # 254 - McCafferty Ford (Mechanicsburg, PA) \$37,214.00
2. Wastewater: BNR Cooling Unit Replacement - MS Johnston Company (Hagerstown, MD) \$13,446.00
3. Wastewater: SCADA Replacement - Motorola Enhanced SCADA Solutions - Integrated Telecommunication Systems (ITS), Inc. (Rolling Meadows, IL) \$20,470.00

XIII. UNFINISHED BUSINESS

XIV. NEW BUSINESS

A. Introduction of an Ordinance: Local Conversion District Overlay - 400 Jonathan Street

B. Approval of Resolutions: Residential Lease Agreements

1. Resolution: Property at 12727 Ritchie Road
2. Resolution: Property at 23510 Warner Hollow Road
3. Resolution: Property at 12140 Crystal Falls Road
4. Resolution: Property at 280 Mill Street
5. Resolution: Property at 570 Jefferson Street
6. Resolution: Property at 728 Frederick Street
7. Resolution: Property at 124 Charles Street
8. Resolution: Property at 120 Key Street

C. Acceptance of Bicycle Master Plan Update

D. Approval of Permission for the Director of Utilities to Lock In Wholesale Power Supply Pricing

E. Approval of Contract: Painting Contract Amendment to Expand the Scope of Services to Include the Orchard Hills and Henson Tanks - Corrosion Control Corporation (Pedricktown, NJ) \$186,750.00

- F. Approval of Administration of Dental Insurance - UCCI (Hunt Valley, MD) \$28,076.00
- G. Approval of Administration of Medical Claims - United Health Care \$315,777.00
- H. Approval of Annual Premium for Specific Stop Loss Insurance - Highmark (Fairfax, VA) \$307,243.00
- I. Approval of Payment to Brekford for Speed Camera Contract - Brekford (Hanover, MD) \$385,000.00
- J. Approval of FY17 Add-on Purchase - Pierce Aerial Truck - Atlantic Emergency Solutions (Manassas, VA) \$1,234,801.00 (Stationed at Western Enterprises Fire Company)
- K. Approval of a Memorandum of Understanding for the Restoration of the Saylor House in Kiwanis Park
- L. Approval of the Development of National Road Park - 806 West Washington Street
- M. Approval of Contract for the 2016 Pavement Preservation Program - Craig Paving, Inc. (Hagerstown, MD) Not To Exceed \$1,175,000.00
- N. Approval of Contract for the Installation of Accessible Sidewalk Ramps - Odd Jobs Contractors, LLC (Keedysville, MD) Not To Exceed \$130,000
- O. Approval of a Street Closure - What's NXT Summer Slide Festival - Test Event July 22-23, 2016

XV. ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Councilmember Penny M. Nigh

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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HAGERSTOWN, MARYLAND**

Topic:

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HAGERSTOWN, MARYLAND**

Topic:

- A. Rules of Procedure - *Adopted September 24, 2013*
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Mayor and City Council Action Required:

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Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Bicycle Advisory Committee:

Joyce Martin, Term to Expire June 1, 2018

Mike Mittel, Term to Expire June 1, 2018

Richard Cushwa, Term to Expire June 1, 2018

Jennifer Fettig, Term to Expire June 1, 2018

Planning Commission:

Ronald Thomas, Term to Expire May 1, 2021

Douglas Wright, Term to Expire May 1, 2021

Board of Code Appeals:

Gordon Poffenberger, Term to Expire June 1, 2020

Historic District Commission:

Tracy Carr-Kretzer, Term to Expire June 30, 2019

Samantha Jo Taylor, Term to Expire June 30, 2019

EDC Recommendation:

Michael Fitzgerald

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Blues Fest Children's Artist Winner
"If I Were Mayor" Contest Essays

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Local Conversion Overlay - 400 Jonathan Street

Mayor and City Council Action Required:

A Public Hearing has been scheduled for the May 24th Regular Session for the proposed local conversion overlay rezoning of 400 Jonathan Street. Following the Hearing, Staff requests the Mayor& City Council keep the record open for 10 days and introduce the ordinance for rezoning. Staff will also bring this rezoning back at a Work Session in June for follow-up and direction.

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Memo_PH_5-18-16.pdf

ZM-2016-01_Backup_Info.pdf

Description

Cover Memo

Application, Staff Report,
Map, Photos



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Alex W. Rohrbaugh, AICP, Planner *AWR*

DATE: May 18, 2016

SUBJECT: ZM-2016-01: Local Conversion Overlay – 400 Jonathan Street

Mayor and City Council Action Requested

A Public Hearing has been scheduled for the May 24th Regular Session for the proposed local conversion overlay rezoning of 400 Jonathan Street. Following the Hearing, Staff requests the Mayor & City Council keep the record open for 10 days and introduce the ordinance for rezoning. Staff will also bring this rezoning back at a Work Session in June for follow-up and direction.

Proposal

Zoned Medium-Density Residential (RMED), the property at 400 Jonathan Street (corner of Jonathan and W North Ave) currently contains a vacant commercial building with a small parking area. Historically this property contained a confectionary and a convenience retail store. Staff estimates that the property became vacant sometime in 2002; thus, the property lost its nonconforming use status in 2003. The property owners, Khadene Wilson and Dexton Brunson, have filed for a rezoning for Local Conversion Overlay to renovate the building and a reopen it as a restaurant.

At its May 11th meeting, the Planning Commission recommended to the Mayor & City Council approval of the zoning overlay, subject to three (3) conditions:

- 1) The old metal sign pole along Jonathan Street shall be removed.
- 2) Parking spaces shall be striped in the parking area.
- 3) The dumpster and enclosure shall be placed adjacent to the proposed handicap-accessible entrance.

Staff Recommendation

Staff supports the Planning Commission's recommendation for approval of the rezoning with the three conditions listed above.

At the May 24th Regular Session, following the Public Hearing, Staff recommends holding the record open for 10 days and introducing the Ordinance for the rezoning. This would expedite the rezoning process by one month while still allowing for public review and comment.

Attachments: Application, Staff Report, Vicinity Map, Photos of Exterior

C: Kathleen Maher, Director, PCAD



CITY OF HAGERSTOWN, MARYLAND

Department of Planning
One East Franklin Street, #400
Hagerstown, MD 21740

planning@hagerstownmd.org

301.739.8577, ext. 138

APPLICATION FOR LOCAL CONVERSION DISTRICT OVERLAY AND CHECKLIST

BY: _____

Munis # 2016 0523

For Official Use Only

Date Filed: 3/9/2016

Case No. ZM- 2016-01

Filing Fee: \$590

Date Paid:

ORIGINAL + 17 copies of application; 18 copies of concept plan; copy of deed showing metes and bounds

Yes

No

All correspondence will be sent to the applicant. If the owner also wishes to receive a copy, please check box. ☐

APPLICANT INFORMATION: Application may only be made by property owner or his/her authorized agent, or any other person(s) with a 50 % or more contractual or proprietary interest in the area covered by the zoning map amendment application.

Name: KHADENE Wilson & Dexton Brunson

Firm/Company: KDB Company

Address: 5925 Gabrielle Lane Chambersburg PA 17202

Phone: 240-444-7737 E-mail: Khadene Wilson@gmail.com Fax: 301-739-5135

OWNER INFORMATION:

Name: Khadene Wilson & Dexton Brunson

Firm/Company: KDB Company

Address: 5925 Gabrielle Lane Chambersburg PA 17202

Phone: 240-444-7737 E-mail: Khadene Wilson@gmail.com Fax: 301-739-5135

REPRESENTED BY: Owner's Affidavit must be submitted with application.

Name: THOMAS EDWARD KING JR.

Firm/Company: TNT CONTRACTING SERVICES, LLC

Address: 1240 Nestle Quarry Rd Falling Waters, WV 25419

Phone: 681-242-7583 E-mail: TEKID9@gmail.com Fax: N/A

PROJECT INFORMATION (See Table 1102-1 of the LMC)

Project Location (Street Address) 400 North Jonathan St. Hag- MD 21740

Tax ID Number: 46-0597158

City Tax Map Number: Map No. 0308

Block No.

Lot No. Parcel A

Current Zoning: Residential

No. of Acres to be Rezoned: 2832 SF

Current Use: VACANT

Proposed Use (Area and types of commercial uses, number of dwellings) RESTAURANT in the downtown Hagerstown area. ~~15 Dwellings~~

KDB COMPANY
5925 Gabrielle Lane
Chambers burg PA
17202

The following is a plan to convert the property located at 400 North Jonathan St. Into a commercial restaurant.

This narrative is to give some enlightenment as to why we are applying for the local conversion district overlay.

Our plans are to establish a dine in / carry out restaurant. There is currently existing store fronts present in the form of a door which is workable. However, we also plan to add windows to the building and another set of doors. Drawings are included with application.

The building was constructed prior to 1956 as deed will show.

There is also other improvements that we intend to improve at the property. They are as follows. New siding, Windows and doors. New stoop and signage to improve outside appearance.

Our signage will consist of signs on two sides of building supported by 110 electric for lighting.

We also are planning a complete remodeling of the inside to be up to code complying to all state, county, city and health codes.

Included you will find all drawings to support our plans. We thank you for your time.

4 1/2" ALUM. WINDOW SYSTEM W/1" THERMAL GLAZING

(E) VINYL SIDING

VINYL TRIM TYP. @ PERIMETER OF WINDOWS & DOORS

PROPOSED SIGNAGE LOCATION. SIZE: 4'-4" WIDE X 1'-9" HIGH. SIGNAGE LIGHTING SHALL BE WIRED USING STANDARD 110 VOLTS

34" HIGH x 1 1/2" Ø STL. HANDRAILS

CONC. STAIR 7" MAX. RISER 11" MIN. TREAD W/1" NOSING

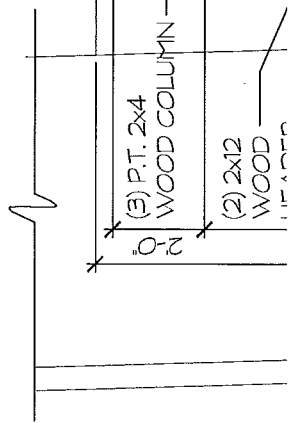
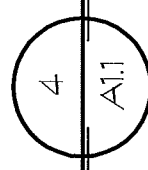
CONC. FOOTING 30" MIN. BELOW FIN. GRADE, TYP.

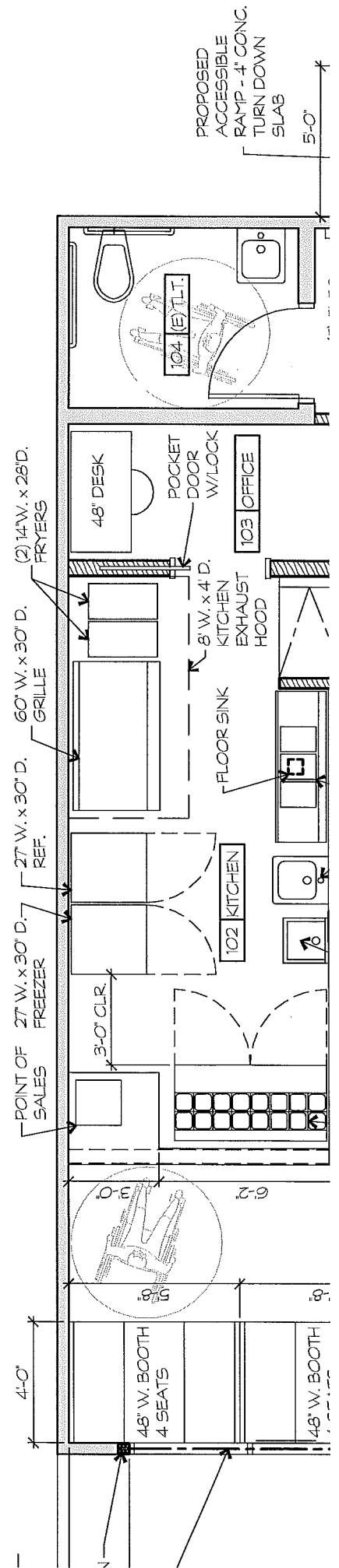
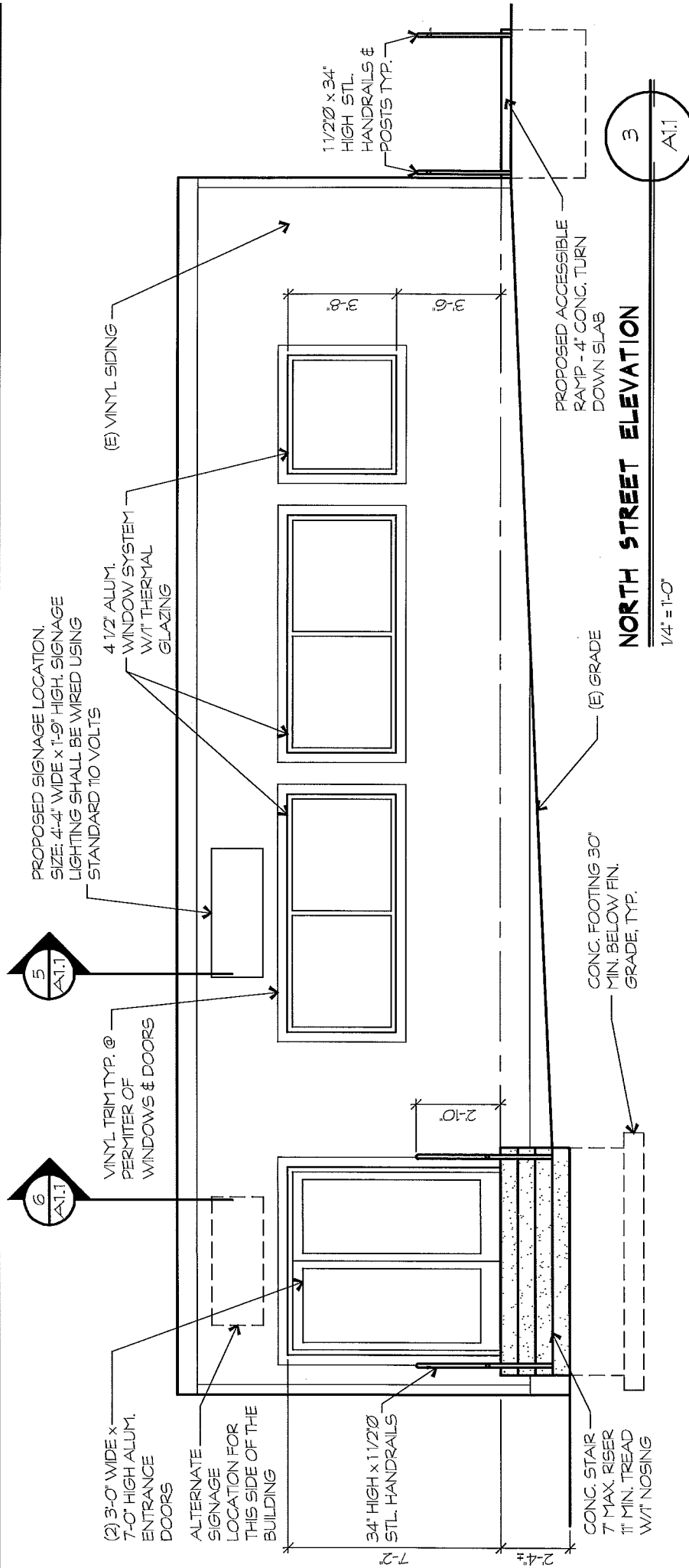
2'-4" ±
7'-2"
3'-6"
3'-6"

2'-4" ±
7'-2"

JONATHAN STREET ELEVATION

1/4" = 1'-0"







CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

City of Hagerstown

Local Conversion District Overlay Zoning Request

ZM-2016-01: 400 Jonathan Street (Corner of Jonathan St & W North Ave)

Staff Report

Applicant/Owner: Khadene Wilson & Dexon Brunson (t/a KDB Company)
5925 Gabrielle Lane
Chambersburg, PA 17202

Request: Re-use the vacant commercial building for a restaurant

Location: 400 Jonathan Street

Existing Use: Vacant Commercial building

Lot Area: 2,832 square feet

Existing Zoning: RMED (Residential – Medium Density)

Analysis

The purposes of this district are to stimulate the adaptive reuse of existing, nonresidential and mixed-use structures embedded within densely developed residential districts and communities, to maintain and increase the city's assessable tax base, and to expand business and employment opportunities. The Local Conversion Overlay District allows for alternate forms of use and development for buildings and/or spaces that are part of or very close to residential uses in residential districts. Allowing such uses to fit into existing commercial and mixed use structures re-establishes the historically mixed use nature of the City's 19th and early 20th Century residential communities.

The Local Conversion Overlay District provides an alternative development concept for underutilized structures while protecting the general health, safety, welfare, and aesthetics in the vicinity of the site through the commitment to an approved development concept plan. It is acknowledged that such uses will be outwardly commercial in nature and operation, but are reviewed individually to ensure the proposed use or uses and improvements are not an undue burden on the surrounding area.

Staff comments are in bold italics.

The Land Management Code lists four general requirements for the establishment of a Conversion Overlay District (Article IV, Section J.3.e. Page 4-61):

1. The area proposed for a conversion district shall be in one (1) ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of property included in the development plan. **The application has been filed by Khadene Wilson and Dexton Brunson, the owners of the property.**
2. The development shall be for an existing, nonresidential or mixed use structure, constructed before October 1, 1956..., **According to the State Assessment Database does not identify a construction date. Staff has found proof in the Polk Directories that the building contained a retail use since before October 1, 1956 until about 2002.**
...in which all proposed uses will be contained, except:
 - (a) outdoor dining areas and outdoor merchandise display, as regulated elsewhere in this provision; **See below**
 - (b) additions, as permitted in Subsection i. below. **See below**
3. The owners or developers must indicate that they plan to begin construction of the development within one (1) year after final approval. If construction does not begin within one (1) year, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and agreed to by the Planning Commission. **If no development occurs within one (1) year of final approval, and the applicant fails to request an extension, the local conversion overlay is no longer valid.**
4. This overlay district shall only be used for buildings or parts of buildings that are oriented in appearance and access to a public street. **The structure is primarily oriented toward West North Avenue.**

Special Design Requirements (Section J.3.i. Pages 4-62 & 4-63)

1. Additions shall be designed consistent with the architectural theme of the structure and shall be located in the space least visible to the general public. **No additions are proposed for the site at this time.**
2. No outdoor vending machines shall be permitted. **None proposed.**
3. No outdoor storage of any kind is permitted except display of merchandise at convenience and grocery stores if historically part of a use on the subject property. **Not applicable. No outdoor storage area shall be permitted.**
4. No outdoor dining or seating area for a restaurant shall be permitted in any of the rear yard area between the building and rear property line or within ten (10) feet of a side property line unless historically part of the on-site use. **The proposed use of this property is a restaurant, and no outdoor seating is proposed.**
5. Buildings of an industrial, warehouse or automotive service design shall be enhanced via architectural or cosmetic enhancement, site amenities, landscaping, and other strategies to achieve suitability for their new use(s) within a residential district and compatibility with the neighborhood. **Not applicable.**

6. Storefronts previously modified or enclosed shall be rehabilitated to reintroduce a storefront window display design. ***This is a requirement of the Land Management Code. Currently the building has only one small window facing Jonathan Street, and the building has no definitive storefront. The applicant proposes to install windows on both the Jonathan and West North Avenue facades and relocate the entrance closer to Jonathan Street. A second, handicapped-accessible entrance is proposed to be installed on the east side of the building.***

OTHER CONSIDERATIONS AND REQUIREMENTS:

Lot Area Requirements and Off-Street Parking (Section J.3.h – Page 4-62)

1. The maximum lot area for a Local Conversion District shall be 20,000 square feet.
The property is approximately 2,832 square feet in area. The size of the building is approximately 640 square feet.
2. Minimum parking requirements and lot size requirements shall not apply to this overlay district, however existing on-site parking shall not be reduced unless the remaining parking meets current Ordinance requirements. The Board of Zoning Appeals shall not grant a variance to this requirement. However, upon illustration in a rezoning exhibit, the Mayor and Council, as part of the petition for rezoning, may approve a site design that reduces the amount of existing parking if it finds that to do so is an acceptable step to ensure the adequate landscaping and screening of the use from adjacent properties. ***There is a parking area for about three off-street parking spaces; however, the parking lot apron from North Ave is only about one car's width.***

Suitability of the Proposed Zoning District.

A Local Conservation Overlay District is permitted zoning overlay for the RMED zoning district. ***The principal structure was built prior to October 1, 1956, and the principal structure has been used as a business prior to October 1, 1956.***

Compatibility of Existing and Proposed Development.

This proposal is to reuse the commercial building for a restaurant. The building has traditionally been a general convenience store, and no compatibility issues are anticipated.

Population Change

Not applicable.

Can the site be adequately served with public water and wastewater facilities?

Water and wastewater service currently exist.

The site shall be located adjacent to adequate highway facilities, capable of serving existing and anticipated traffic.

There are on-street parking spaces on Jonathan Street and West North Avenue, and the primary vehicular access to the building existing is from West North Avenue. Jonathan Street is classified as

a major collector with an estimated Average Daily Traffic (ADT) count of 8,000 vehicles/day. West North Avenue is classified as a local street and has an ADT count of less than 2,500 vehicles/day.

Relationship to the Comprehensive Plan.

According to the 2008 Comprehensive Plan, the property is located in the Jonathan Street Special Planning Area. This special planning area was once the commercial center of the African American community in Hagerstown, but over time, has been adversely impacted by the remaining industrial and railroad uses as well as changing commercial conditions available to the community. The 2010 Small Areas Plan recommended maintaining Medium Density Residential land uses along Jonathan Street. However, this local conversion zoning overlay would implement the Comprehensive Plan's recommendation to making buildings more attractive for adaptive reuse (Action 8-7) and creating more flexibility to the Conversion District overlay zone (Action 8-2).

Recommended Site Plan Conditions, 5/11/2016

- 1. The metal sign pole along the Jonathan Street façade shall be removed.***
- 2. Parking spaces shall striped in the parking area.***
- 3. The dumpster and enclosure shall be placed adjacent to the proposed handicap-accessible entrance.***

ZM-2016-01: Local Conversion Overlay

400 Jonathan Street



0 20 40 60 80 Feet

1 inch = 60 feet



Subject Property



City Tax Parcel

City Street



Building

Map Projection: NAD83 State Plane Maryland FIPS (feet)

Data Sources:
City of Hagerstown, 2016; State of Maryland Image, 2014
Washington County, 2014

Prepared By:
Hagerstown Planning & Code Admin. Dept, 03/16/16





SPEED
LIMIT
25

ONE WAY



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Annexation: Stormwater Parcel LLC, 250 Eastern Boulevard

Mayor and City Council Action Required:

Discussion:

The proposed annexation is scheduled for Public Hearing on May 24th. The proposed annexation was introduced on April 19. The Annexation Plan was also adopted at that time.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

A-2016-01_MCC_Memo_PH_5-19-16.pdf

Description

Cover Memo



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Alex W. Rohrbaugh, AICP, Planner *AWR*

DATE: May 19, 2016

SUBJECT: A-2016-01, Annexation – Stormwater Parcel LLC, 250 Eastern Boulevard N

The proposed annexation is scheduled for Public Hearing on May 24th. The proposed annexation was introduced on April 19. The Annexation Plan was also adopted at that time.

The subject property is located just south of the Ewing Oil property along Eastern Boulevard North. The property is also located just north of the Stone Soup LLC medical office building (former Food Lion) that was annexed by the City in 2011.

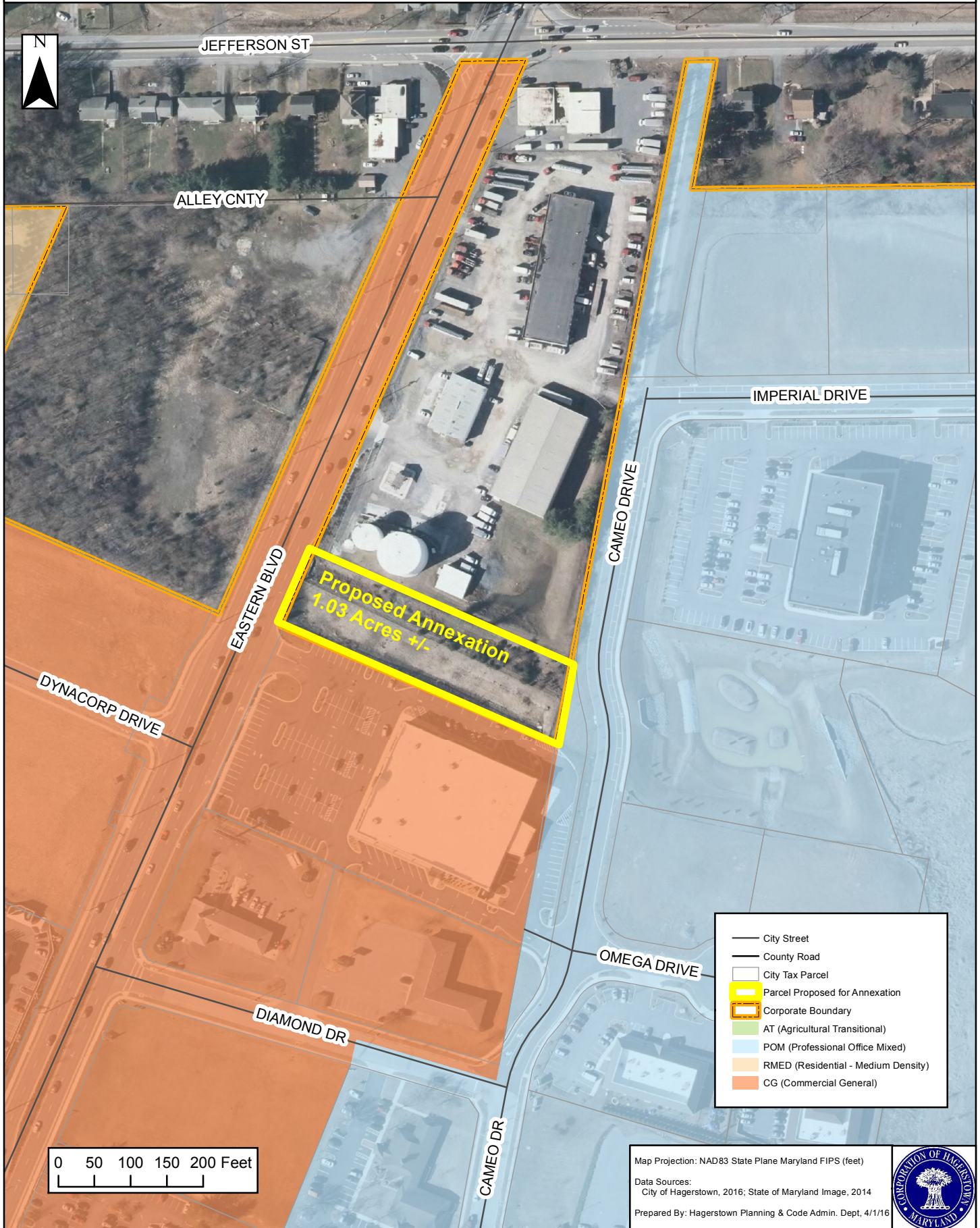
The property was originally developed as a stormwater management facility in the 1990s that served the former Food Lion property to the south. When the Light Business Park was developed to the east, stormwater management for the former Food Lion was diverted from the property in question to the stormwater facility in the Light Business Park on Cameo Drive. Because it is no longer a functioning facility, the owner, Stormwater Parcel LLC (David Lyles Builders) wishes to re-grade and fill the property so that it could be developed for future commercial activity. Because the property is contiguous to the city limits and will need to annex in the future to acquire city water, the owner has requested annexation of the property now so that he can get it ready for development in the future. While the owner has no specific building plans at this time, he has expressed a desire in developing the property for a restaurant use.

The total area of annexation is approximately 1.03 acres. The property is zoned BG (Business General) in the County, and, if annexed, the property would be zoned CG (Commercial General). The zoning classifications are consistent with one another; therefore, no express approval of a zoning change is required from the County Commissioners. The Land Use Plan in the 2002 Washington County Comprehensive Plan identifies Commercial for the property. The Future Land Use Plan in the City's 2008 Comprehensive Plan identifies this area as Business-Employment.

As required by State Law, there were two published notices advertising the annexation hearing at no less than weekly intervals. The Annexation Plan was provided to the appropriate County, Regional, and State Planning Agencies, at least 30 days prior to the Public Hearing. After the Public Hearing, the Mayor and Council may pass or reject the annexation resolution. If the resolution is passed the annexation becomes effective in forty-five (45) days.

Attachment: Map of Proposed Annexation
C: Kathleen Maher, Director PCAD

A-2016-01, Stormwater Parcel LLC, 250 Eastern Blvd N



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

April 5, 2016, April 12, 2016, and April 19, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Construction of Television Production Studio - A.V. Rauth & Sons, Inc. (Hagerstown, MD)
\$45,281.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Studio_Bid_Consent_Form.pdf

Description

Consent Form

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of May 24, 2016**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: IT, Communications & Support Services By: Erin Wolfe and Scott Nicewarner

Account Number: 4507200-C0568 Account / Project Name: Cable PEG

Budget Amount: \$45,500.00 Account Balance: \$210,000 Year: 2016 CIP Control No. 45-C0569

Unbudgeted \$: N/A Source of Funds: Cable Public, Educational and Government (PEG) Fees

Quantity	Description	Value
1	Physical Construction of Television Production Studio	\$45,281.00

TOTAL VALUE OF PROJECT: \$45,281.00

ABOVE TO BE USED FOR:

Communications staff will utilize a television production studio to enhance the quality and variety of video presentations on the City cable channel, YouTube and other social media outlets. PEG fees are a designated source of funds for these capital improvements. The studio will be located in the DCED offices in the Elizabeth Hager Center.

Recommended Vendor:

Business Name: A.V. Rauth & Sons, Inc.

Address: 12140 Hopewell Road

City, State: Hagerstown, MD 21740

Bid/Proposal/Quote No.: B1604.16 – TV Studio Addition

OTHER VENDORS:		
Firm	City/State	Total Amount
Callas Contractors, Inc.	Hagerstown, MD	\$45,500.00
GRC General Contractor, Inc.	Zullinger, PA	\$52,967.00
3G Contractor's, Inc.	Frederick, MD	\$57,675.00

(1) Department Manager

Funds ARE SET ASIDE IN PEG CIP for this Project.

Scott Plummer 5/13/16

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jadon L. Miller
5/13/2016

Signature / Date

(3) Finance Manager:

Recommend approval

DR 5/13/16

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Vilva Man

Signature / Date

5/13/16

BID B1604.16
TV Studio Addition

BID SUBMITTAL FORM
(SUBMIT 3 COPIES)

Bid Price to include all aspects of the work.

TOTAL BID PRICE \$ 45,281.00

Add Alternate #1....Add to Cost...\$245.00

NOTE: (ROUND ALL AMOUNTS TO THE NEAREST DOLLAR)

Robert A. Rauth, Pres.
NAME/TITLE

A. V. Rauth & Sons, Inc.
COMPANY NAME

12140 Hopewell Rd.
ADDRESS

Hagerstown, MD 21740
CITY/STATE/ZIP

301-739-0220
PHONE NUMBER

301-739-9710
FAX NUMBER

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: A. V. Rauth & Sons, Inc.

CONTACT NAME: Robert A. Rauth

TELEPHONE NUMBER: 301-739-0220

ADDRESS: 12140 Hopewell Rd.

CITY: Hagerstown STATE: MD ZIP 21740

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

Title of Individual: President

Signature of Individual: 

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

A. V. Rauth & Sons, Inc.
Bidder's Company Name

SIGNATURE TO BIDS

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

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

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

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

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

SIGNATURE: A. V. Rauth Date: 04/20/2016

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1	<u>RAA</u>	Addendum No. 2	<u>RAA</u>	Addendum No. 3	<u>RAA</u>
Addendum No. 4	<u>RAA</u>	Addendum No. 5	<u>RAA</u>	Addendum No. 6	<u>RAA</u>

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM: A. V. Rauth & Sons, Inc.

ADDRESS: 12140 Hopewell Rd, Hagerstown, MD 21740

AUTHORIZED SIGNATURE: 

NAME AND TITLE PRINTED: Robert A. Rauth, Pres.

TELEPHONE & FAX NUMBER: 301-739-0220 301-739-9710

DATE: 04/20/2016 FEDERAL EMPLOYER'S IDENTIFICATION NO. 52-1593576

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

☐ Yes

☒ No

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

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

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

1. Company: Colin Op Warehouse
Contact: LLoyd Thoburn
Phone Number: 1-703-801-1459
Date of Service: July 2015
Value: \$ 14,000.00

2. Company: Hägerstown Housing Authority
Contact: Debra Miller
Phone Number: 301-733-6911 X139
Date of Service: Aug. 2013
Value: \$ 200,000.00+

3. Company: Pavestone, Inc.
Contact: Morgan Conrad
Phone Number: 240-420-3780
Date of Service: Feb 2016
Value: \$ 8,000.00+

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

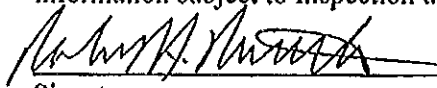
Notice: Bid Information Subject to Inspection Under Maryland's Public Information Act

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

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

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

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

 04/20/2016
Signature Date

A. V. Rauth & Sons, Inc.
Company Name

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)



1165 Imperial Drive, Suite 208, Hagerstown, MD 21740

Attach to the Bld Form a summary of your bid in CSI (Construction Specifications Institute) divisions as follows:

Divisions

01 General Requirements	N/A
02 Existing Conditions	N/A
03 Concrete	N/A
04 Masonry	N/A
05 Metals	N/A
06 Woods, Plastics, & Composites	4417.56
07 Thermal & Moisture Protection	810.00
08 Openings	7949.70
09 Finishes	1935.00
10 Specialties	7807.50
11 Equipment	N/A
12 Furnishings	N/A
13 Special Construction	4643.10
14 Conveying Equipment	N/A
21 Fire Suppression	1405.00
22 Plumbing	N/A
23 Heating, Ventilating, & Air-Conditioning (HVAC)	4626.00
26 Electrical	6165.00
27 Communications	N/A
28 Electronic Safety & Security	N/A
31 Earthwork	N/A
32 Exterior Improvements	N/A
33 Utilities	N/A
Overhead	1104.44
Profit	4417.70
Total shall match the total on your Bld form	\$ 45281.00

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

CALLAS CONTRACTORS, INC.
Bidder's Company Name

SIGNATURE TO BIDS

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

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

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

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

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

SIGNATURE: 

Timothy R. Campbell, President/CEO

Date: April 20, 2016

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1	3/29/16	Addendum No. 2	4/01/16	Addendum No. 3	4/08/16
Addendum No. 4	4/11/16	Addendum No. 5	4/11/16	Addendum No. 6	4/13/16

BID B1604.16
TV Studio Addition

BID SUBMITTAL FORM
(SUBMIT 3 COPIES)

Bid Price to include all aspects of the work.

TOTAL BID PRICE \$ 45,500.00
(Forty-Five Thousand, Five Hundred Dollars)

NOTE: (ROUND ALL AMOUNTS TO THE NEAREST DOLLAR)

William Todd Gess, Project Estimator
NAME/TITLE

CALLAS CONTRACTORS, INC.
COMPANY NAME

10549 Downsville Pike
ADDRESS

Hagerstown, MD 21740
CITY/STATE/ZIP

(301) 739-8400 x181
PHONE NUMBER

(301) 739-7065
FAX NUMBER

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: CALLAS CONTRACTORS, INC.

CONTACT NAME: William Todd Gess

TELEPHONE NUMBER: (301) 739-8400 x181

ADDRESS: 10549 Downsville Pike

CITY: Hagerstown STATE: MD ZIP 21740

This form was completed and submitted by: Timothy R. Campbell
(Please print or type full name)

Title of Individual: President/CEO

Signature of Individual: 

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)



1165 Imperial Drive, Suite 208, Hagerstown, MD 21740

Attach to the Bid Form a summary of your bid in CSI (Construction Specifications Institute) divisions as follows:

Divisions

01 General Requirements	<u>Callas Contractors, Inc.</u>
02 Existing Conditions	<u>N/A</u>
03 Concrete	<u>N/A</u>
04 Masonry	<u>N/A</u>
05 Metals	<u>N/A</u>
06 Woods, Plastics, & Composites	<u>N/A</u>
07 Thermal & Moisture Protection	<u>Callas Contractors, Inc.</u>
08 Openings	<u>Allegheny Glass / Callas Contractors, Inc.</u>
09 Finishes	<u>Standard Acoustical / Callas Contractors, Inc.</u>
10 Specialties	<u>N/A</u>
11 Equipment	<u>N/A</u>
12 Furnishings	<u>N/A</u>
13 Special Construction	<u>N/A</u>
14 Conveying Equipment	<u>N/A</u>
21 Fire Suppression	<u>Spectrum</u>
22 Plumbing	<u>N/A</u>
23 Heating, Ventilating, & Air-Conditioning (HVAC)	<u>Shifler Electric</u>
26 Electrical	<u>CBS Electric</u>
27 Communications	<u>N/A</u>
28 Electronic Safety & Security	<u>N/A</u>
31 Earthwork	<u>N/A</u>
32 Exterior Improvements	<u>N/A</u>
33 Utilities	<u>N/A</u>
Overhead	<u>N/A</u>
Profit	<u>N/A</u>
Total shall match the total on your Bid form	<u>N/A</u>



QUALITY SINCE 1958

Divisions		Value
01	General Requirements	\$9,911.00
02	Existing Conditions	N/A
03	Concrete	N/A
04	Masonry	N/A
05	Metals	N/A
06	Woods, Plastics, & Composites	N/A
07	Thermal & Moisture Protection	\$1,680.00
08	Openings	\$8,939.50
09	Finishes	\$10,083.00
10	Specialties	N/A
11	Equipment	N/A
12	Furnishings	N/A
13	Special Construction	N/A
14	Conveying Equipment	N/A
21	Fire Suppression	\$1,502.00
22	Plumbing	N/A
23	Heating, Ventilating, & Air Conditioning (HVAC)	\$5,295.00
26	Electrical	\$5,923.00
27	Communications	N/A
28	Electronic Safety & Security	N/A
31	Earthwork	N/A
32	Exterior Improvements	N/A
33	Utilities	N/A
3%	Overhead	\$1,300.00
2%	Profit	\$866.50
	Total	\$45,500.00

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business): **None**

BIDDER'S COMPANY/FIRM: CALLAS CONTRACTORS, INC.

ADDRESS: 10549 Downsville Pike, Hagerstown, MD 21740

AUTHORIZED SIGNATURE: 

NAME AND TITLE PRINTED: Timothy R. Campbell, President/CEO

TELEPHONE & FAX NUMBER: (301) 739-8400

DATE: 4-20-16 **FEDERAL EMPLOYER'S IDENTIFICATION NO.** 52-1954184

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

☐ Yes

☒ No

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

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

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

1. Company: Board of County Commissioners of Washington County

Contact: Mike Armel, Project Manager - Construction

Phone Number: (240) 313-2460

Date of Service: 6/26/14 - 1/29/16

Value: \$ 3,967,000.00

2. Company: 701 Frederick Street Renovations

Contact: Brad Otto

Phone Number: (301) 730-2189

Date of Service: 10/6/14 - 1/16/15

Value: \$ 291,700.00

3. Company: Western Heights Middle School Lower Level Renovations

Contact: Traci Coldsmith, Project Manager

Phone Number: (301) 766-2887

Date of Service: 4/2/13 - 8-9-13

Value: \$ 597,000.00

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

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

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

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

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


Signature Timothy R. Campbell 4/20/16
President/CEO Date

CALLAS CONTRACTORS, INC.
Company Name

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)



1165 Imperial Drive, Suite 208, Hagerstown, MD 21740

Attach to the Bid Form a summary of your bid in CSI (Construction Specifications Institute) divisions as follows:

Divisions

- 01 General Requirements
- 02 Existing Conditions
- 03 Concrete
- 04 Masonry
- 05 Metals
- 06 Woods, Plastics, & Composites
- 07 Thermal & Moisture Protection
- 08 Openings
- 09 Finishes
- 10 Specialties
- 11 Equipment
- 12 Furnishings
- 13 Special Construction
- 14 Conveying Equipment
- 21 Fire Suppression
- 22 Plumbing
- 23 Heating, Ventilating, & Air-Conditioning (HVAC)
- 26 Electrical
- 27 Communications
- 28 Electronic Safety & Security
- 31 Earthwork
- 32 Exterior Improvements
- 33 Utilities
- Overhead
- Profit

Total shall match the total on your Bid form

\$ 4,232
\$ 1097
\$ 1518
\$ 9475
\$ 21,434
\$ 1668
\$ 6103
6549
\$ 52,076

ALTERNATE ADD FOR ACT \$891

4

2

6

6

6

4

4 4

6

BID B1604.16
TV Studio Addition

BID SUBMITTAL FORM
(SUBMIT 3 COPIES)

Bid Price to include all aspects of the work.

TOTAL BID PRICE \$ 52,076

NOTE: (ROUND ALL AMOUNTS TO THE NEAREST DOLLAR)

M. JAMES ROCK, PRESIDENT/CEO

NAME/TITLE

GRC GENERAL CONTRACTOR, INC.

COMPANY NAME

3289 WAYNECASTLE ROAD, P.O. BOX 216

ADDRESS

ZULLINGER, PA 17272

CITY/STATE/ZIP

717-762-1116

PHONE NUMBER

717-762-6582

FAX NUMBER

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: GRC GENERAL CONTRACTOR, INC.

CONTACT NAME: M. JAMES ROCK

TELEPHONE NUMBER: 717-762-1116

ADDRESS: 3289 WAYNECASTLE ROAD, P.O. BOX 216

CITY: ZULLINGER STATE: PA ZIP: 17272

This form was completed and submitted by: M. JAMES ROCK
(Please print or type full name)

Title of Individual: PRESIDENT/CEO

Signature of Individual: 
M. JAMES ROCK, PRESIDENT/CEO

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

GRC GENERAL CONTRACTOR, INC.

Bidder's Company Name

SIGNATURE TO BIDS

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

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

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

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

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

SIGNATURE: 

Date: 4/20/16

M. JAMES ROCK, PRESIDENT/CEO

Bidder acknowledges receipt of Addenda by initialing the following:

Addendum No. 1	3/29/16	Addendum No. 2	4/1/16	Addendum No. 3	4/8/16
Addendum No. 4	4/11/16	Addendum No. 5	4/11/16	Addendum No. 6	4/13/16

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
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BIDDER'S COMPANY/FIRM: GRC GENERAL CONTRACTOR, INC.

ADDRESS: 3289 WAYNECASTLE ROAD, P.O. BOX 216, ZULLINGER, PA 17272

AUTHORIZED SIGNATURE: 

NAME AND TITLE PRINTED: M. JAMES ROCK, PRESIDENT/CEO

TELEPHONE & FAX NUMBER: 717-762-1116 717-762-6582

DATE: FEDERAL EMPLOYER'S IDENTIFICATION NO. 25-1478198

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

 Yes

 X No

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

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

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

1. Company: SUMMIT HEALTH
Contact: SADIQI KHALIQI
Phone Number: 717-267-7141
Date of Service: 2015
Value: \$ 725,406.00

2. Company: FREDERICK COMMUNITY COLLEGE
Contact: JOHN ANZINGER
Phone Number: 240-629-7858
Date of Service: 2016
Value: \$ 903,689.85

3. Company: WASHINGTON COUNTY BOARD OF EDUCATION
Contact: BRAD OTTO
Phone Number: 301-766-2800
Date of Service: 2016
Value: \$ 189,826.54

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

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

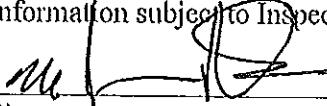
All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland's Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City's Communications staff will make a reasonable effort to contact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

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

Signature


M. JAMES ROCK, PRESIDENT/CEO

Date

4/20/16

GRC GENERAL CONTRACTOR, INC.

Company Name



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

GRC General Contractor, Inc.
3289 Waynecastle Road
Zullinger, PA 17272

SURETY:

(Name, legal status and principal place of business)

Allegheny Casualty Company
One Newark Center, 20th Floor
Newark, NJ 07102

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

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

OWNER:

(Name, legal status and address)

City of Hagerstown
One East Franklin Street, 4th Floor
Hagerstown, MD 21740

BOND AMOUNT: Ten Percent of Accompanying Bid (10% of Bid)

PROJECT:

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

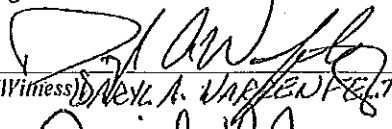
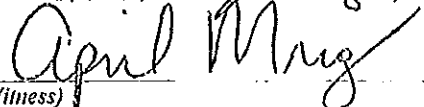
Bid No. B1604.16 - TV Studio Addition - Elizabeth Hager Center, DCED Offices,
14 North Potomac St., Ste 200A, Hagerstown, MD

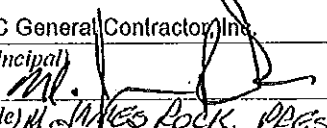
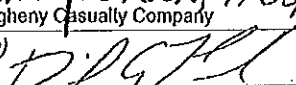
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 13th day of April, 2016

(Witness) 
David A. Kotula, Attorney-in-fact
(Witness) 
April Mung

GRC General Contractor, Inc.
(Principal)  (Seal)
(Title) Michael A. VandenBerg, PPE/CEO
Allegheny Casualty Company
(Surety)  (Seal)
(Title) David A. Kotula, Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assent that changes will not be obscured.

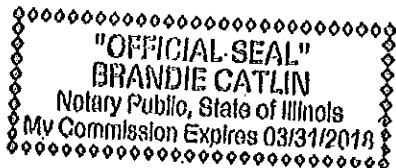
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Acknowledgement of Corporate Surety

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 13th day of April, 2016, before me personally
appeared David A. Kotula, to me known, who, being by me duly sworn,
did dispose and say: that he reside(s) at Chicago, IL that he is/are the
Attorney-in-fact of Allegheny Casualty Company, the corporation
described in and which executed and annexed instrument; that he know(s) the corporate
seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it
was so affixed by the order of the Board of Directors of said corporation; that he signed
the same name(s) thereto by like order; and that the liabilities of said corporation do not
exceed its assets as ascertained in the manner provided by law.



Brandie Catlin
(Notary Public in and for the above County and State)

My Commission Expires 03/31/2018

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

DAVID A. KOTULA

Chicago, IL.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise and the execution of such instrument(s) in pursuance of those presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

Robert W. Minster

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

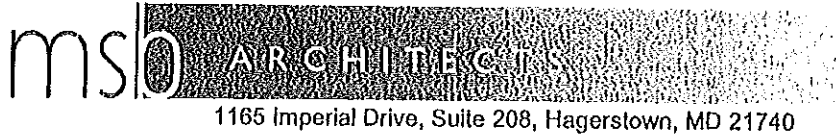
I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 13th day of April 2016

Maria H. Branco

MARIA BRANCO, Assistant Secretary

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)



Attach to the Bid Form a summary of your bid in CSI (Construction Specifications Institute) divisions as follows:

<u>Divisions</u>	
01 General Requirements	9,775-
02 Existing Conditions - Demolition	2,000 -
03 Concrete	-
04 Masonry	-
05 Metals	-
06 Woods, Plastics, & Composites	-
07 Thermal & Moisture Protection	-
08 Openings	8,000 -
09 Finishes	20,000 -
10 Specialties	-
11 Equipment	-
12 Furnishings	-
13 Special Construction	-
14 Conveying Equipment	-
21 Fire Suppression	1,500 -
22 Plumbing	-
23 Heating, Ventilating, & Air-Conditioning (HVAC)	5,000 -
26 Electrical	6,500 -
27 Communications	-
28 Electronic Safety & Security	-
31 Earthwork	-
32 Exterior Improvements	-
33 Utilities	-
Overhead	-
Profit	4,700
Total shall match the total on your Bid form	57,675

BID B1604.16
TV Studio Addition

BID SUBMITTAL FORM
(SUBMIT 3 COPIES)

Bid Price to include all aspects of the work.

TOTAL BID PRICES 57,675 -

NOTE: (ROUND ALL AMOUNTS TO THE NEAREST DOLLAR)

Charles W. Belser - Project Manager / Estimator
NAME/TITLE

3G Contractors, Inc.
COMPANY NAME

6910 Bowers Rd., Suite F
ADDRESS

Frederick, MD 21702
CITY/STATE/ZIP

301-473-9388
PHONE NUMBER

Cbelser@3gcontractors.com
FAX-NUMBER email

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

BIDDER'S MUST STATE THE FOLLOWING:

COMPANY NAME: 3G Contractors, Inc

CONTACT NAME: Charles Belser

TELEPHONE NUMBER: 301-473-4388 (o) 202-438-3505 (c)

ADDRESS: 6910 Bowers Rd, Suite F

CITY: FREDERICK STATE: MD ZIP: 21702

This form was completed and submitted by: Charles W. Belser
(Please print or type full name)

Title of Individual: Project Manager

Signature of Individual: Charles W. Belser

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

3G Contractors, Inc.
Bidder's Company Name

SIGNATURE TO BIDS

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

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

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

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

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

SIGNATURE: Charles W. Belva Date: 4/12/16

Bidder acknowledges receipt of Addenda by initialing the following:

✓ Addendum No. 1	<u>3/29/16</u>	✓ Addendum No. 2	<u>4/1/16</u>	Addendum No. 3	<u>4/3/16</u>
✓ Addendum No. 4	<u>4/11/16</u>	✓ Addendum No. 5	<u>4/11/16</u>	Addendum No. 6	<u>4/13/16</u>

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

AFFIRMATION REGARDING COLLUSION

I AFFIRM THAT:

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

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM:

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

BIDDER'S COMPANY/FIRM: 3G Contractors, Inc.
ADDRESS: 6910 Bowers Rd Suite F, Frederick, MD 21702
AUTHORIZED SIGNATURE: Charles W. Belser
NAME AND TITLE PRINTED: Charles Belser - Project Manager
TELEPHONE & FAX NUMBER: 301-473-9388 (o)
DATE: 4/12/10 FEDERAL EMPLOYER'S IDENTIFICATION NO. 52-1673157

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

☐ Yes

☒ No

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

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

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

1. Company: Hopkins + Wagon
Contact: Steve Shafter
Phone Number: 301-855-3303
Date of Service: 2015 + 2016
Value: \$ 100,000 + 153,000

2. Company: Coppin State University
Contact: Sam Patterson
Phone Number: 410-951-3769
Date of Service: 2014
Value: \$ 75,000--

3. Company: Triad Construction
Contact: Ed Fernebeck
Phone Number: 301-279-8811
Date of Service: 2016 - Several Projects
Value: \$ 75,000--

BID B1604.16
TV Studio Addition
(SUBMIT 3 COPIES)

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

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

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

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

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

Charles W. Belser 4/12/16
Signature Date

3G Contractor's, Inc.
Company Name

AIA® Document A310™ - 2010

Bid Bond

Bond #71770499

CONTRACTOR:

(Name, legal status and address)

3G Contractors, Inc.
6910 Bowers Road, Suite F
Frederick, MD 20872

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
P. O. Box 5077
Slouss Falls, SD 57117-5077

OWNER:

(Name, legal status and address)

City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

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

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

BOND AMOUNT: Ten Percent (10%) of Amount Bid not to exceed \$15,000.00

PROJECT:

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

TV Studio Addition
14 N. Potomac Street
Hagerstown, MD 21740

Project Number, if any:

Bid No. 1604.16

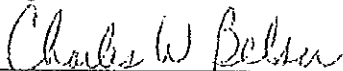
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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


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

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

Signed and sealed this 13th

day of April, 2016


(Witness)


(Witness)

3G Contractors, Inc.

(Principal)

(Title)

(Signature)

Western Surety Company

(Surety)

(Title)

(Signature)

Elizabeth A. Slickman, Attorney-in-Fact

(Seal)

(Seal)

Int.

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Alexander G Green, Elizabeth A Stickman, Katherine L Armfield, Individually

of Leesburg, VA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2014.



WESTERN SURETY COMPANY

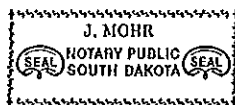
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 21st day of July, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of April, 2016



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Engineering: Installation of Pavement Marking - Alpha Space Control Company, Inc.
(Chambersburg, PA) Not To Exceed \$75,000

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Pavement_Markings.pdf

Description

Consent Form

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 5/24/16**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Parks & Engineering By: Rodney Tissue, City Engineer
Account Number: 4509004 5594 Account / Project Name: Installation of Pavement Markings
Budget Amount: See back Account Balance: See back Year: 15/16 CIP Control No. C0 025 and 093
Unbudgeted \$: NONE Source of Funds: Highway User Revenue

Quantity	Description	Value
1	Re-apply thermoplastic stop bars, crosswalks and other pavement markings near schools, downtown area and other areas of high pedestrian movements (C0093).	NTE \$25,000
1	Pavement Markings for Pavement Preservation Program (C0025)	NTE \$50,000

TOTAL VALUE OF PROJECT: NTE \$75,000

ABOVE TO BE USED FOR:

- Pavement markings only last a limited length of time, and need to be re-applied as they become faded. We developed a city-wide list of pavement markings and this contract will re-apply the most faded markings with priority being stop bars and crosswalks in school areas, downtown, etc.
- Second Part of work is for Pavement Preservation Streets.
- **This is approval of "extra work" to the current competitively bid, open-end 5-year contract we have with Alpha Space Control, which was approved in 2012.**

Recommended Vendor:

Business Name: Alpha Space Control Company, Inc.
Address: 1580 Gabler Road
City, State: Chambersburg, PA 17201
Bid/Proposal/Quote No.: Contract No. 12-12-PM-06

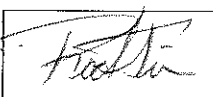
OTHER VENDORS:		
Firm	City/State	Total Amount
N/A		

(1) Department Manager

Recommend we approve this "additional work" change order to the current competitively bid, 5-year open-end contract with Alpha Space Control of Chambersburg, PA.

Funding is as follows:

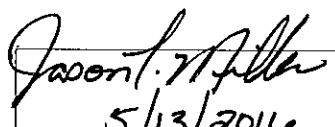
<u>CIP</u>	<u>Proposed Work</u>	<u>Fund Balance</u>	<u>Fund Source</u>
CIP 093	Re-apply faded Pavement Markings	\$25,000	Highway User Revenue
CIP 025	Pavement Preservation Pavement Markings	\$50,000	Highway User Revenue

 5/12/16

Signature / Date

(2) Purchasing Agent:

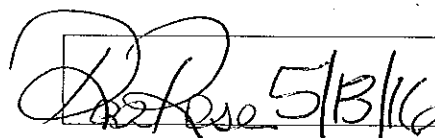
Recommend Approval.

 5/13/2016

Signature / Date

(3) Finance Manager:

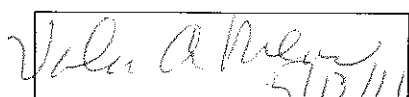
Recommend approval

 5/13/16

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 5/13/16

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Water: Replacement of Vehicle # 254 - McCafferty Ford (Mechanicsburg, PA) \$37,214.00

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda Vehicle Replacement of Service Truck 254 in the amount of \$37,214.00

Discussion:

Water Division Service Truck 254, which was purchased in 2004 is in poor condition and this vehicle purchase has been delayed several years. Vehicle repair records detail \$25,877 maintenance and repair expenses.

Financial Impact:

Account # 52-85001-5840-C0117 has \$53,703.00 remaining is FY16

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 052416

ATTACHMENTS:

File Name

Water_Utility_Service_Truck.pdf

Water_Division_Consent_Agenda_Replacement_Service_Truck_254_CIP_Form_052416.xls

Water_DivisionTruck_254_Quote_CITY_OF_HAGERS_X3B_2.3.16.pdf

Water_DivisionTruck_254_repair_summary.pdf

Description

Consent
Form
Water
Division
Consent
Agenda
Replacement
Service
Truck 254
CIP Form
052416
Water
DivisionTruck
254 Quote
CITY OF
HAGERS
X3B 2.3.16
Water
DivisionTruck
254 repair
summary

Approval For: _____
Consent Agenda: **X** _____
New Business: _____

Originating Department: <u>Water Department</u>		By: <u>Nancy Hausrath</u>	
Account Number: <u>52-85001-5840-C0117</u>	Account/Project Name: <u>Vehicle/Fleet</u>		
Account Number: _____	Account/Project Name: _____		
Budget Amount: FY16 \$ <u>233,500</u>	Account Balance: \$ <u>53,703</u>	Year: <u>FY16</u>	CIP Control No.: <u>C0117</u>
FY17 \$ <u>387,000</u>	Account Balance: \$ <u>387,000</u>	Year: <u>FY17</u>	CIP Control No.: <u>C0117</u>
Unbudgeted: _____	Source Of Funds: <u>Water Fund</u>		

Quantity	Description	Value
1	Water Utility Service Truck (2016 Ford F350 4X4)	\$ 37,214.00
	TOTAL	\$ 37,214.00

To replace Service Truck 254 which was purchased in 2004 - this vehicle purchase has been delayed several years. Vehicle repair records detail \$25,877 maintenance and repair expenses.

Business Name: McCafferty Ford
Address: 6320 Carlisle Pike
City, State: Mechanicsburg, PA 17050

Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

To replace Service Truck 254 which was purchased in 2004 - this vehicle purchase has been delayed several years. Vehicle repair records detail \$25,877 maintenance and repair expenses.

Nancy Hausman

Water Operations Manager

May 4, 2016

Date

Finance Department:

Recommend Approval.

Jason L. Miller

Signature

5/13/2016

Date

Finance Manager:

Recommend approval

Dea Doe

Signature

5/13/16

Date

City Administrator's Recommendation:

Recommend approval

Valerie Mean

Signature

5/13/16

Date



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2015/16

Department: Utilities Division: Water

Vehicle Call #: 254 Model Yr: 2004 Serial #: 1FTNF21L84ED03304

Make: Ford F250 4X4 REG. CAB Model: Ford F250 4X4 REG. CAB

Vehicle Description: Ford F250 4X4 REGUALR CAB PICK-UP TRUCK WITH PLOW PACKAGE

Mileage/Hours: 92,000 Repair Costs to Date: \$25,877 (2004 to current)

of Service Orders: _____ Condition: Poor

Reason(s) for Replacement:

<input checked="" type="checkbox"/>	Deteriorating Condition
<input type="checkbox"/>	Undersized for Type of Work
<input checked="" type="checkbox"/>	Hours and/or Age
<input type="checkbox"/>	Other (explain in detail)

Is purchase an addition to the fleet? No

Reason for addition: _____

Disposition:

<input type="checkbox"/>	Addition
<input type="checkbox"/>	Transfer within City
<input checked="" type="checkbox"/>	Disposal/Auction
<input type="checkbox"/>	Junked

Salvage Value: \$3,000

Notes:

Prepared By: Nancy Hausrath Date: 5/4/2016

Capital Improvements Plan

FY 2016 thru FY 2020

City of Hagerstown, Maryland

Contact WOM
Department Water

Project # C0117 GL# 5285001-5840-C0117

Type Veh - Replace
Useful Life 10 yrs
Category Utilities

Project Name Water Vehicles

Location Water Department

Priority 3 Cost Avoidance
3 Planned Improvement

Year Submitted on-going

Total Project Cost



Description											
FY16			FY17			FY18			FY19		
Unit 213	Mower	\$ 4,600	Unit 205	03 Svc Trk	\$ 81,700	Unit 218	F450 Box Trk	\$ 45,900	Unit 211	F-750	\$ 78,750
Unit 232	99 - 1 Ton Dump Trk	\$ 48,000	Unit 208	05 Svc Trk	\$ 68,000	Unit 219	99 Crane Trk	\$ 154,000	Unit 257	Backhoe	\$ 96,000
Unit 237	98 Backhoe	\$ 80,200	Unit 215	06 Dump Trk	\$ 86,700	Unit 228	Backhoe	\$ 96,200	Unit 240	SUV	\$ 24,700
Unit PO3	07 Mail Trk	\$ 21,000	Unit 226	07 Mtr. Rd	\$ 22,500	Unit 201	07 SUV	\$ 25,400	Unit 238	Slope	\$ 54,500
Unit 210	2000 3/4 Ton Trk	\$ 31,500	Unit 227	03 Trk PS	\$ 26,300	Unit 221	Mower	\$ 5,000			
Unit 212	Ton Trk	\$ 25,600	Unit 254	04 Plant Trk	\$ 25,000						
Unit 244	06 SUV	\$ 22,600									
TOTAL \$ 233,500			TOTAL \$ 310,200			TOTAL \$ 326,500			TOTAL \$253,950		

Justification

Replace Fleet Vehicles scheduled for replacement under the Vehicle Replacement Program - No additional vehicle are being added to the Water Dept. Fleet. FY20 - Unit 233 - Dump Truck (\$60,800); Unit 230 - SUV (\$24,000), Unit 223 Backhoe (\$58,000), Unit 216 Svc Trk (\$80,600) - Projected Total \$223,400

Replace Deteriorating Mobile Equipment to Improve Safety for Workers, and to Customer Service Request Time.

Prior	Expenditures	FY '16	FY '17	FY '18	FY '19	FY '20	Total	Future
	Construction / Main	\$0	\$0	\$0	\$0	\$0	\$0	
Total	Equip/Vehicles	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####	Total
	Total	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####	

Prior	Funding Sources	FY '16	FY '17	FY '18	FY '19	FY '20	Total	Future
	Water Fund	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####	
Total	Total	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####	Total

Operational Impact/Other

Maintenance Costs Will Be Reduced With the Replacement of Older Fleet Vehicles.

Company: CITY OF HAGERSTOWN
 Contact: SCOTT KISER
 Address: 1 EAST FRANKLIN STREET
 City, State, Zip: HAGERSTOWN, MD. 21740
 Phone #: 301-739-8577
 Cell #:
 Fax #:
 Email Address: skiser@hagerstownmd.org

Dealership Information

Al Schock
 McCafferty Ford
 6320 Carlisle Pike
 Mechanicsburg, Pa 17050
 Office #: (877) 568-0846



Fax #: 717 766-8750
 Cell #: 717 816-5161

CO STARS APPROVED	
013-114	
025-167	
026-055	
MSRP	\$ 40,820.00

Prepared by:	2.3.16 als
STOCK	NO
FACTORY ORDER	YES
LOCATE	

Units: 1
 Year: 2016

Factory Codes	Standard Features - Description	Price
Body: X3B	F-350 4x4 SUPERCAB 56 CA"	
Engine:	6.2L EFI V8 ENGINE	
Tranis:	6 SPEED AUTO	
Pep Pack: 610A	XL WORK TRUCK SERIES	
Whibase: 158	LONG BED	
Ext. Color	OXFORD WHITE	
Int. Color	40-20-40 STEEL VINYL	

Additional Factory Options	Price
LT 245 BSW ALL TERRAIN TIRES	\$28,169.00
POWER EQUIPMENT GROUP INL POWER LOCKS \ HEATED MIRRORS \ POWER WINDOWS	
10700# GVWR	
SNOW PLOW PREP PKG	
SPARE TIRE & WHEEL	
HITCH & PLUG	
HI MOUNT STOP LAMP	
KANPHEIDE SVC BODY AS PER ATTACHED SPECS	\$4,735.00
WESTERN PRO PLOW 8'	\$4,310.00

SUGGESTED OPTIONS NOT INCLUDED IN PRICING

STEEL STEP BARS	\$ 495.00
UPFITTER SWITCHES	\$ 113.00
ROOF CLEARANCE LIGHTS	\$ 51.00
BRAKE CONTROLLER	\$ 244.00

THIS QUOTE CO-STARS NUMBER

Total Cost of Vehicle	\$37,214.00
Selling Price of vehicle	
Total Selling Price per Vehicle	\$0.00

* Delivery Available

*Municipal Registration Plate Processing Availabl e

Customer Approval _____

Date: _____

Dealership Acceptance _____

Date: _____

Repair Order History

Search and Select:

Units	Unit - Unit Number	254 (Trucks) CMG
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Report Parameters:

R/O Work	ALL R/O's (Internal Work, External Work, or Both)
R/O Costs	ALL Costs (Internal and External)

Repair Order History

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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
21407		2/3/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$190.90	\$277.16	\$468.06
REPLACED A/C COMPRESSOR AND FIXED WIRING							
Totals For 21407					\$190.90	\$277.16	\$468.06

20871		10/29/2015	95,543 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$23.26	\$68.61	\$91.87
PERFORM B-PM.							
Totals For 20871					\$23.26	\$68.61	\$91.87

20148			7/7/2015	91,989 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$26.01	\$59.80	\$85.81
		PERFORM B-PM.					
Totals For 20148					\$26.01	\$59.80	\$85.81

19597			4/16/2015		T&R Tire		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$20.00	\$20.00
		FLAT REPAIR					
Totals For 19597					\$0.00	\$20.00	\$20.00

19448			3/27/2015		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$1,414.72	\$6,228.61	\$7,643.33
		Engine replacement.					
Totals For 19448					\$1,414.72	\$6,228.61	\$7,643.33

19434		3/23/2015		KEYSTONE Ford
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City of Hagerstown
Repair Order History

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254 (Trucks) CMG

RO Number	RO Stage		Date	Meter Reading	Mechanic/Vendor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$218.00	\$218.00
		DIAGNOSED, NEED NEW ENGINE					
Totals For 19434					\$0.00	\$218.00	\$218.00

19425			3/9/2015	A Bargain			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$340.00	\$340.00
		TOWING TO KEYSTONE FORD TOWING BACK FROM KEYSTONE FORD					
Totals For 19425					\$0.00	\$340.00	\$340.00

19240			2/12/2015			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$275.00	\$275.00
		REPAIR SEAT					
			Routine Work	043-000-000	\$210.34	\$627.22	\$837.56
		Replaced wxhaust manifolds. Has engine noise and needs further diagnosis. Removed seat and had repaired.					
Totals For 19240					\$210.34	\$902.22	\$1,112.56

18784			12/9/2014	88,755 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
		PERFORM B-PM.					
Totals For 18784					\$21.64	\$59.80	\$81.44

18228		9/2/2014	85,873 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
		PERFORM B-PM.					
Totals For 18228					\$21.64	\$59.80	\$81.44

17894		6/25/2014		Daniel Craigie		
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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$385.25	\$285.10	\$670.35
		REPLACED FRONT AND REAR BRAKE PADS REPLACED SWAY BAR END LINKS					
Totals For 17894					\$385.25	\$285.10	\$670.35

17430			4/17/2014	82,441 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$41.32	\$59.80	\$101.12
PERFORM B-PM.							
Totals For 17430					\$41.32	\$59.80	\$101.12

16728			12/18/2013	79,343 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
PERFORM B-PM.							
Totals For 16728					\$21.64	\$59.80	\$81.44

16676			12/11/2013		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	92H-000-000	\$35.13	\$89.70	\$124.83
		REPLACE HYDRAULIC LINES FOR POWER ANGLE AND BROKEN FITTINGS. REFILL, BLEED AND CLEAN.					
Totals For 16676					\$35.13	\$89.70	\$124.83

16065			8/23/2013	76,136 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
		PERFORM B-PM.					
Totals For 16065					\$21.64	\$59.80	\$81.44

15922		7/30/2013	75,429 Miles	Allen Taylor
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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	032-000-000	\$289.00	\$164.18	\$453.18
Go to PW to start Truck. Starter bad. Got it started and brought to shop. Replaced starter.Repaired gearshift lever for being loose.							
Totals For 15922					\$289.00	\$164.18	\$453.18

15370		4/29/2013	73,000 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$59.90	\$119.60	\$179.50
PERFORM B-PM. REPLACE REAR BRAKE PADS.							
Totals For 15370					\$59.90	\$119.60	\$179.50

14705		1/9/2013	69,898 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.19	\$59.80	\$80.99
PERFORM B-PM.							
Totals For 14705					\$21.19	\$59.80	\$80.99

14038		9/11/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$211.05	\$114.04	\$325.09
Roadcall to smithsburg water plant. Replaced batt alternator and battery							
Totals For 14038					\$211.05	\$114.04	\$325.09

13936		8/29/2012	66,332 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$51.51	\$119.60	\$171.11
PERFORM B-PM. REPLACE FRONT BRAKE PADS.							
Totals For 13936					\$51.51	\$119.60	\$171.11

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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
13715		7/24/2012		Hagerstown Spring Work CMG)			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$0.00	\$350.00	\$350.00
PLY BUILT UP							
Totals For 13715					\$0.00	\$350.00	\$350.00

13592		6/27/2012		STATLER BODY WORKS			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$7,010.00	\$7,010.00
CLASSIC II STEEL SERVICE BODY							
Totals For 13592					\$0.00	\$7,010.00	\$7,010.00

13155		4/9/2012		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	90H-000-000	\$0.00	\$65.67	\$65.67
Pull spreader wiring from Truck and controller to put on 212 .							
Totals For 13155					\$0.00	\$65.67	\$65.67

12740		1/27/2012		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	90H-000-000	\$0.00	\$459.69	\$459.69
Disassemble spreader for needed repairs and clean up . Straighten all brackets and mounts and paint and reinstall . 1-30 Mount on Truck and repair bad conn. in wiring harness. Check operation.							
Totals For 12740					\$0.00	\$459.69	\$459.69

12668		1/13/2012	62,908 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$32.84	\$32.84
Clean up both batt. terminals							
			Routine Work	034-000-000	\$95.70	\$122.69	\$218.39
Check brake lights and replaced multifunction switch .							
Totals For 12668					\$95.70	\$155.53	\$251.23

12610		1/4/2012	62,775 Miles	Paul Yeager			
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City of Hagerstown
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254 (Trucks) CMG

RO Number	RO Stage		Date	Meter Reading	Mechanic/Vendor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$250.79	\$179.40	\$430.19
PERFORM B-PM. REMOVE RF HUB FOR 4 WD LOCK OUT. CLEAN AND TRY TO FREE UP. 1/5 REPLACE RF HUB AND SEAT BELT STOP.							
Totals For 12610					\$250.79	\$179.40	\$430.19

12327		11/3/2011		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	\$316.14	\$783.16	\$1,099.30
Clunking noise in front. Ball joints bad .Disassemble front and start replacing ball joints.11-4 Finish up ball joints both sides. ALIGNMENT							
Totals For 12327					\$316.14	\$783.16	\$1,099.30

11810		8/15/2011		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$591.40	\$29.90	\$621.30
REMOVE TIRES AND SEND OUT FOR REPLACEMENT AND REINSTALL.							
Totals For 11810					\$591.40	\$29.90	\$621.30

11785		8/10/2011	59,519 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$17.65	\$59.80	\$77.45
PERFORM B-PM.							
Totals For 11785					\$17.65	\$59.80	\$77.45

11050		3/31/2011	55,661 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$50.48	\$89.70	\$140.18
PERFORM B-PM. REPLACE W/W BLADES AND TAG LIGHT SOCKET.							
Totals For 11050					\$50.48	\$89.70	\$140.18

09492		7/14/2010	50,273 Miles	Paul Yeager			
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Repair Order History

254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	PMS-000-000	\$26.41	\$59.80
		PERFORM B-PM.				
Totals For 09492					\$26.41	\$59.80
						\$86.21

08734		3/8/2010	46,724 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	PMS-000-000	\$18.13	\$59.80
		PERFORM B-PM.				
Totals For 08734					\$18.13	\$59.80
						\$77.93

08500		1/29/2010		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	030-000-000	\$0.00	\$45.83
		Fixed wiring for vibrator.				
Totals For 08500					\$0.00	\$45.83
						\$45.83

08110		11/23/2009	43,369 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	PMS-000-000	\$16.22	\$55.43
		PERFORM B-PM.				
Totals For 08110					\$16.22	\$55.43
						\$71.65

07072		6/3/2009	40,018 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount
			Routine Work	PMS-000-000	\$16.22	\$55.43
		PERFORM B-PM.				
Totals For 07072					\$16.22	\$55.43
						\$71.65

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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
05913		12/2/2008	36,279 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$15.51	\$55.43	\$70.94
PERFORM B-PM.							
Totals For 05913					\$15.51	\$55.43	\$70.94

05515			9/25/2008	33,829 Miles	Scott Kiser		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$15.62	\$24.93	\$40.55
		Install right rear tail light bulbs. Replace wiper blades.					
Totals For 05515					\$15.62	\$24.93	\$40.55

05195			8/8/2008	32,526 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.17	\$55.43	\$69.60
		PERFORM B-PM.					
Totals For 05195					\$14.17	\$55.43	\$69.60

05124			7/30/2008		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$9.47	\$9.47
		7/30 Ordered headlight switch control knob. 7/31 Chuck picked up and put on.					
Totals For 05124					\$0.00	\$9.47	\$9.47

04619			5/19/2008		HAGERSTOWN AUTO		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$98.58	\$0.00	\$98.58
Totals For 04619					\$98.58	\$0.00	\$98.58

04629		5/19/2008		Daniel Craigie
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City of Hagerstown
Repair Order History

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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$0.00	\$91.66	\$91.66
		Replaced sway bar end links.					
Totals For 04629					\$0.00	\$91.66	\$91.66

04317

		4/8/2008	29,391 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$23.95	\$45.83	\$69.78
		PERFORM B-PM.					
Totals For 04317					\$23.95	\$45.83	\$69.78

03556

		12/7/2007		S&S Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$681.12	\$0.00	\$681.12
Totals For 03556					\$681.12	\$0.00	\$681.12

03188

		10/26/2007	25,657 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.18	\$68.75	\$84.93
		PERFORM B-PM. ROTATE TIRES, BRAKES OK. R&R L/S WIPER BLADE.					
Totals For 03188					\$16.18	\$68.75	\$84.93

SYS02061

		5/16/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$237.72	\$237.72
		Vehicle had bad pulsation in brakes. I replaced Front and rear rotors and pads. Test drove vehicle no problems found.					
Totals For SYS02061					\$0.00	\$237.72	\$237.72

City of Hagerstown
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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
SYS01550		3/6/2007	21,694 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$15.62	\$15.62
PERFORM B-PM.							
Totals For SYS01550					\$0.00	\$15.62	\$15.62
SYS01404		2/13/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	79H-000-000	\$0.00	\$6.34	\$6.34
1. Replaced wipers and topped off fluid							
Totals For SYS01404					\$0.00	\$6.34	\$6.34
SYS00293		7/12/2006	17,303 Miles				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$23.43	\$23.43
PERFORM B-PM. BRAKES OK.							
Totals For SYS00293					\$0.00	\$23.43	\$23.43
SYS00294		7/12/2006					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$23.43	\$23.43
PERFORM B-PM. BRAKES OK.							
Totals For SYS00294					\$0.00	\$23.43	\$23.43
Totals					\$5,310.41	\$19,482.60	\$24,793.01
Grand Totals					\$5,310.41	\$19,482.60	\$24,793.01

Comments

Department Manager (required on all unbudgeted items):

To replace Service Truck 254 which was purchased in 2004 - this vehicle purchase has been delayed several years. Vehicle repair records detail \$25,877 maintenance repair expenses.

Nancy Hausman

May 4, 20

Water Operations Manager

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

ance and
16

Capital Improvements Plan

FY 2016 thru FY 2020

City of Hagerstown, Maryland

Contact WOM
Department Water

Project # C0117 GL# 5285001-5840-C0117

Type Veh - Replace
Useful Life 10 yrs
Category Utilities

Project Name Water Vehicles

Location Water Department
Year Submitted on-going

Priority 3 Cost Avoidance
3 Planned Improvement

Total Project Cost



Description											
FY16			FY17			FY18			FY19		
Unit 213	Mower	\$ 4,600									
Unit 232	99 - 1 Ton Dump Trk	\$ 48,000	Unit 205	03 Svc Trk	81,700	Unit 218	F450 Box Trk	\$ 45,900	Unit 211	F-750	\$ 78,750
Unit 237	98 Backhoe	\$ 80,200	Unit 208	05 Svc Trk	\$ 68,000	Unit 219	99 Crane Trk	\$ 154,000	Unit 257	Backhoe	\$ 96,000
Unit PO3	07 Mail Trk	\$ 21,000	Unit 215	06 Dump Trk	\$ 86,700	Unit 228	Backhoe	\$ 96,200	Unit 240	SUV	\$ 24,700
Unit 210	2000 3/4 Ton Trk	\$ 31,500	Unit 226	07 Mtr. Rd	\$ 22,500	Unit 201	07 SUV	\$ 25,400	Unit 238	Slope	\$ 54,500
Unit 212	Ton Trk	\$ 25,600	Unit 227	03 Trk PS	\$ 26,300	Unit 221	Mower	\$ 5,000			
Unit 244	06 SUV	\$ 22,600	Unit 254	04 Plant Trk	\$ 25,000						
TOTAL \$ 233,500			TOTAL \$ 310,200			TOTAL \$ 326,500			TOTAL \$253,950		

Justification

Replace Fleet Vehicles scheduled for replacement under the Vehicle Replacement Program - No additional vehicle are being added to the Water Dept. Fleet. FY20 - Unit 233 - Dump Truck (\$60,800); Unit 230 - SUV (\$24,000), Unit 223 Backhoe (\$58,000), Unit 216 Svc Trk (\$80,600) - Projected Total \$223,400

Replace Deteriorating Mobile Equipment to Improve Safety for Workers, and to Customer Service Request Time.

Prior	Expenditures	FY '16	FY '17	FY '18	FY '19	FY '20	Total
	Construction / Main	\$0	\$0	\$0	\$0	\$0	\$0
Total	Equip/Vehicles	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####
	Total	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####

Future
Total

Prior	Funding Sources	FY '16	FY '17	FY '18	FY '19	FY '20	Total
	Water Fund	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####
Total	Total	\$233,500	\$310,200	\$326,500	\$253,950	\$223,400	#####

Future
Total

Operational Impact/Other

Maintenance Costs Will Be Reduced With the Replacement of Older Fleet Vehicles.



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2015/16

Department: Utilities Division: Water

Vehicle Call #: 254 Model Yr: 2004 Serial #: 1FTNF21L84ED03304

Make: Ford F250 4X4 REG. CAB Model: Ford F250 4X4 REG. CAB

Vehicle Description: Ford F250 4X4 REGULAR CAB PICK-UP TRUCK WITH PLOW PACKAGE

Mileage/Hours: 92,000 Repair Costs to Date: \$25,877 (2004 to current)

of Service Orders: Condition: Poor

Reason(s) for Replacement:

<input checked="" type="checkbox"/>	Deteriorating Condition
<input type="checkbox"/>	Undersized for Type of Work
<input checked="" type="checkbox"/>	Hours and/or Age
<input type="checkbox"/>	Other (explain in detail)

Is purchase an addition to the fleet? No

Reason for addition:

Disposition:

<input type="checkbox"/>	Addition
<input type="checkbox"/>	Transfer within City
<input checked="" type="checkbox"/>	Disposal/Auction
<input type="checkbox"/>	Junked

Salvage Value: \$3,000

Notes:

Prepared By: Nancy Hausrath Date: 5/4/2016

Company: CITY OF HAGERSTOWN
Contact: SCOTT KISER
Address: 1 EAST FRANKLIN STREET
City, State, Zip: HAGERSTOWN, MD. 21740
Phone #: 301-739-8577
Cell #: _____
Fax #: _____
Email Address: skiser@hagerstownmd.org

Dealership Information

Al Schock

McCafferty Ford

6320 Carlisle Pike

Mechanicsburg, Pa 17050

Office #: (877) 568-0846

Fax #: 717 766-8750

Cell #: 717 816-5161



CO STARS APPROVED

013-114

025-167

026-055

Prepared by:

2.3.16 als

STOCK

NO

FACTORY ORDER

YES

LOCATE

Units:

1

Year:

2016

MSRP

\$ 40,820.00

Factory Codes		Standard Features - Description		Price
Body:	X3B	F-350 4x4 SUPERCAB 56 CA"		
Engine:		6.2L EFI V8 ENGINE		
Tranis:		6 SPEED AUTO		
Pep Pack:	610A	XL WORK TRUCK SERIES		
Whibase:	158	LONG BED		
Ext. Color		OXFORD WHITE		
Int. Color		40-20-40 STEEL VINYL		

Additional Factory Options

Price

LT 245 BSW ALL TERRAIN TIRES	\$28,169.00
POWER EQUIPMENT GROUP INL POWER LOCKS \ HEATED MIRRORS \ POWER WINDOWS	
10700# GVWR	
SNOW PLOW PREP PKG	
SPARE TIRE & WHEEL	
HITCH & PLUG	
HI MOUNT STOP LAMP	
KANPHEIDE SVC BODY AS PER ATTACHED SPECS	\$4,735.00
WESTERN PRO PLOW 8'	\$4,310.00

SUGGESTED OPTIONS NOT INCLUDED IN PRICING

STEEL STEP BARS	\$ 495.00
UPFITTER SWITCHES	\$ 113.00
ROOF CLEARANCE LIGHTS	\$ 51.00
BRAKE CONTROLLER	\$ 244.00

THIS QUOTE CO-STARS NUMBER

* Delivery Available

*Municipal Registration Plate Processing Availabl e

Total Cost of Vehicle

\$37,214.00

Selling Price of vehicle

Total Selling Price per Vehicle

\$0.00

Customer Approval

Date:

Dealership Acceptance

Date:

Search and Select:

Units	Unit - Unit Number	254 (Trucks) CMG
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Report Parameters:

R/O Work	ALL R/O's (Internal Work, External Work, or Both)
R/O Costs	ALL Costs (Internal and External)

254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
21407		2/3/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$190.90	\$277.16	\$468.06
REPLACED A/C COMPRESSOR AND FIXED WIRING							
Totals For 21407					\$190.90	\$277.16	\$468.06
20871		10/29/2015	95,543 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$23.26	\$68.61	\$91.87
PERFORM B-PM.							
Totals For 20871					\$23.26	\$68.61	\$91.87
20148		7/7/2015	91,989 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$26.01	\$59.80	\$85.81
PERFORM B-PM.							
Totals For 20148					\$26.01	\$59.80	\$85.81
19597		4/16/2015		T&R Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$20.00	\$20.00
FLAT REPAIR							
Totals For 19597					\$0.00	\$20.00	\$20.00
19448		3/27/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$1,414.72	\$6,228.61	\$7,643.33
Engine replacement.							
Totals For 19448					\$1,414.72	\$6,228.61	\$7,643.33
19434		3/23/2015		KEYSTONE Ford			

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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$218.00	\$218.00
DIAGNOSED, NEED NEW ENGINE							
Totals For 19434					\$0.00	\$218.00	\$218.00

19425		3/9/2015		A Bargain			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$340.00	\$340.00
TOWING TO KEYSTONE FORD TOWING BACK FROM KEYSTONE FORD							
Totals For 19425					\$0.00	\$340.00	\$340.00

19240		2/12/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$275.00	\$275.00
REPAIR SEAT							
			Routine Work	043-000-000	\$210.34	\$627.22	\$837.56
Replaced wxhaust manifolds. Has engine noise and needs further diagnosis. Removed seat and had repaired.							
Totals For 19240					\$210.34	\$902.22	\$1,112.56

18784		12/9/2014	88,755 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
PERFORM B-PM.							
Totals For 18784					\$21.64	\$59.80	\$81.44

18228		9/2/2014	85,873 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
PERFORM B-PM.							
Totals For 18228					\$21.64	\$59.80	\$81.44

17894		6/25/2014		Daniel Craigie			
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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$385.25	\$285.10	\$670.35
REPLACED FRONT AND REAR BRAKE PADS REPLACED SWAY BAR END LINKS							
Totals For 17894					\$385.25	\$285.10	\$670.35

17430			4/17/2014	82,441 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$41.32	\$59.80	\$101.12
PERFORM B-PM.							
Totals For 17430					\$41.32	\$59.80	\$101.12

16728			12/18/2013	79,343 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
PERFORM B-PM.							
Totals For 16728					\$21.64	\$59.80	\$81.44

16676			12/11/2013		Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	92H-000-000	\$35.13	\$89.70	\$124.83
REPLACE HYDRAULIC LINES FOR POWER ANGLE AND BROKEN FITTINGS. REFILL, BLEED AND CLEAN.							
Totals For 16676					\$35.13	\$89.70	\$124.83

16065			8/23/2013	76,136 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.64	\$59.80	\$81.44
PERFORM B-PM.							
Totals For 16065					\$21.64	\$59.80	\$81.44

15922			7/30/2013	75,429 Miles	Allen Taylor		
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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	032-000-000	\$289.00	\$164.18	\$453.18
Go to PW to start Truck. Starter bad. Got it started and brought to shop. Replaced starter.Repaired gearshift lever for being loose.							
Totals For 15922					\$289.00	\$164.18	\$453.18

15370		4/29/2013	73,000 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$59.90	\$119.60	\$179.50
PERFORM B-PM. REPLACE REAR BRAKE PADS.							
Totals For 15370					\$59.90	\$119.60	\$179.50

14705		1/9/2013	69,898 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$21.19	\$59.80	\$80.99
PERFORM B-PM.							
Totals For 14705					\$21.19	\$59.80	\$80.99

14038		9/11/2012		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	030-000-000	\$211.05	\$114.04	\$325.09
Roadcall to smithsburg water plant. Replaced batt alternator and battery							
Totals For 14038					\$211.05	\$114.04	\$325.09

13936		8/29/2012	66,332 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$51.51	\$119.60	\$171.11
PERFORM B-PM. REPLACE FRONT BRAKE PADS.							
Totals For 13936					\$51.51	\$119.60	\$171.11

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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
13715		7/24/2012		Hagerstown Spring Work CMG)			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$0.00	\$350.00	\$350.00
PLY BUILT UP							
Totals For 13715					\$0.00	\$350.00	\$350.00

13592		6/27/2012		STATLER BODY WORKS			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$0.00	\$7,010.00	\$7,010.00
CLASSIC II STEEL SERVICE BODY							
Totals For 13592					\$0.00	\$7,010.00	\$7,010.00

13155		4/9/2012		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	90H-000-000	\$0.00	\$65.67	\$65.67
Pull spreader wiring from Truck and controller to put on 212 .							
Totals For 13155					\$0.00	\$65.67	\$65.67

12740		1/27/2012		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	90H-000-000	\$0.00	\$459.69	\$459.69
Disassemble spreader for needed repairs and clean up . Straighten all brackets and mounts and paint and reinstall . 1-30 Mount on Truck and repair bad conn. in wiring harness. Check operation.							
Totals For 12740					\$0.00	\$459.69	\$459.69

12668		1/13/2012	62,908 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$32.84	\$32.84
Clean up both batt. terminals							
			Routine Work	034-000-000	\$95.70	\$122.69	\$218.39
Check brake lights and replaced multifunction switch .							
Totals For 12668					\$95.70	\$155.53	\$251.23

12610		1/4/2012	62,775 Miles	Paul Yeager			
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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$250.79	\$179.40	\$430.19
PERFORM B-PM. REMOVE RF HUB FOR 4 WD LOCK OUT. CLEAN AND TRY TO FREE UP. 1/5 REPLACE RF HUB AND SEAT BELT STOP.							
Totals For 12610					\$250.79	\$179.40	\$430.19

12327		11/3/2011		Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	\$316.14	\$783.16	\$1,099.30
Clunking noise in front. Ball joints bad .Disassemble front and start replacing ball joints.11-4 Finish up ball joints both sides. ALIGNMENT							
Totals For 12327					\$316.14	\$783.16	\$1,099.30

11810		8/15/2011		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$591.40	\$29.90	\$621.30
REMOVE TIRES AND SEND OUT FOR REPLACEMENT AND REINSTALL.							
Totals For 11810					\$591.40	\$29.90	\$621.30

11785		8/10/2011	59,519 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$17.65	\$59.80	\$77.45
PERFORM B-PM.							
Totals For 11785					\$17.65	\$59.80	\$77.45

11050		3/31/2011	55,661 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$50.48	\$89.70	\$140.18
PERFORM B-PM. REPLACE W/W BLADES AND TAG LIGHT SOCKET.							
Totals For 11050					\$50.48	\$89.70	\$140.18

09492		7/14/2010	50,273 Miles	Paul Yeager			
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254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$26.41	\$59.80	\$86.21
PERFORM B-PM.							
Totals For 09492					\$26.41	\$59.80	\$86.21

08734			3/8/2010	46,724 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$18.13	\$59.80	\$77.93
PERFORM B-PM.							
Totals For 08734					\$18.13	\$59.80	\$77.93

08500			1/29/2010		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$45.83	\$45.83
Fixed wiring for vibrator.							
Totals For 08500					\$0.00	\$45.83	\$45.83

08110			11/23/2009	43,369 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.22	\$55.43	\$71.65
PERFORM B-PM.							
Totals For 08110					\$16.22	\$55.43	\$71.65

07072			6/3/2009	40,018 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.22	\$55.43	\$71.65
PERFORM B-PM.							
Totals For 07072					\$16.22	\$55.43	\$71.65

Repair Order History

2/26/2016 7:31:47 AM

Eastern Standard Time

254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
05913		12/2/2008	36,279 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$15.51	\$55.43	\$70.94
PERFORM B-PM.							
Totals For 05913					\$15.51	\$55.43	\$70.94
05515		9/25/2008	33,829 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$15.62	\$24.93	\$40.55
Install right rear tail light bulbs. Replace wiper blades.							
Totals For 05515					\$15.62	\$24.93	\$40.55
05195		8/8/2008	32,526 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.17	\$55.43	\$69.60
PERFORM B-PM.							
Totals For 05195					\$14.17	\$55.43	\$69.60
05124		7/30/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$9.47	\$9.47
7/30 Ordered headlight switch control knob. 7/31 Chuck picked up and put on.							
Totals For 05124					\$0.00	\$9.47	\$9.47
04619		5/19/2008		HAGERSTOWN AUTO			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$98.58	\$0.00	\$98.58
Totals For 04619					\$98.58	\$0.00	\$98.58
04629		5/19/2008		Daniel Craigie			

254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$0.00	\$91.66	\$91.66
Replaced sway bar end links.							
Totals For 04629					\$0.00	\$91.66	\$91.66

04317		4/8/2008	29,391 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$23.95	\$45.83	\$69.78
PERFORM B-PM.							
Totals For 04317					\$23.95	\$45.83	\$69.78

03556		12/7/2007		S&S Tire			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$681.12	\$0.00	\$681.12
Totals For 03556					\$681.12	\$0.00	\$681.12

03188		10/26/2007	25,657 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.18	\$68.75	\$84.93
PERFORM B-PM. ROTATE TIRES, BRAKES OK. R&R L/S WIPER BLADE.							
Totals For 03188					\$16.18	\$68.75	\$84.93

SYS02061		5/16/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$0.00	\$237.72	\$237.72
Vehicle had bad pulsation in brakes. I replaced Front and rear rotors and pads. Test drove vehicle no problems found.							
Totals For SYS02061					\$0.00	\$237.72	\$237.72

254 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
SYS01550		3/6/2007	21,694 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$15.62	\$15.62
PERFORM B-PM.							
Totals For SYS01550					\$0.00	\$15.62	\$15.62

SYS01404		2/13/2007		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	79H-000-000	\$0.00	\$6.34	\$6.34
1. Replaced wipers and topped off fluid							
Totals For SYS01404					\$0.00	\$6.34	\$6.34

SYS00293		7/12/2006	17,303 Miles				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$23.43	\$23.43
PERFORM B-PM. BRAKES OK.							
Totals For SYS00293					\$0.00	\$23.43	\$23.43

SYS00294		7/12/2006					
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$0.00	\$23.43	\$23.43
PERFORM B-PM. BRAKES OK.							
Totals For SYS00294					\$0.00	\$23.43	\$23.43
Totals					\$5,310.41	\$19,482.60	\$24,793.01
Grand Totals					\$5,310.41	\$19,482.60	\$24,793.01

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Wastewater: BNR Cooling Unit Replacement - MS Johnston Company (Hagerstown, MD) \$13,446.00

Mayor and City Council Action Required:

Wastewater Division Consent Agenda Trane Cooling Equipment for BNR bldg at WWTP in the amount of \$13,446.00

Discussion:

The existing cooling equipment for the BNR building is vital to the continued operations of the controls for the BNR process at the WWTP. This BNR building houses a bulk of our main electrical panels and is the motor control center for half the plant. There's a lot heat being generated 24-7 and the first 80 degree (+or-) day we have without cooling we run the risk of our VFD's overheating and losing control of the plant. MS Johnson installed this equipment originally and has the rights to Boland's Energy Management System (EMS) that is proprietary, so we are locked in with them on this project. The EMS is still functional, so it would be more cost effective to keep the existing controls, wiring and line sets and replace the indoor and outdoor units.

Financial Impact:

Account #54-5485001-5820-C0585 has \$4733 remaining in FY16 --FY17 funds will be utilized.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 052416

ATTACHMENTS:

File Name

BNR_Cooling_Unit_Replacement.pdf

Description

Consent
Form
Wastewater
Division CA
MS
Johnston 10
ton Trane
unit for BNR

Wastewater_Division_CA_MS_Johnston_10_ton_Trane_unit_for_BNR_Bldg_052416.pdf

Bldg
052416

Approval For:	
Consent Agenda:	X
New Business:	

Originating Department: <u>Wastewater Department</u>		By: <u>Joseph W Moss</u>	
Account Number: <u>54-5485001-5820-C0585</u>		Account/Project Name: <u>Buildings and Structures</u>	
Account Number: _____		Account/Project Name: _____	
Budget Amount: FY16	\$ <u>100,000</u>	Account Balance: \$	<u>4,733</u> Year <u>FY16</u> CIP Control No.: <u>C0585</u>
	FY16 _____	Account Balance: _____	Year <u>FY16</u> CIP Control No.: _____
Unbudgeted: _____		Source Of Funds: <u>Wastewater Fund</u>	

Quantity	Description	Value
Lump Sum	Replacement of existing 10 ton Trane Cooling only split unit for the BNR	\$ 13,446.00
	Controls Building. Sole Source purchase for compatible/proprietary equipment	
	TOTAL	\$ 13,446.00

Replacement of the existing Trane 10 ton cooling only split unit for the BNR Controls Building at the WWTP. This equipment is needed to provide reliable cooling for the controls room of the BNR building. The cooling system for this building is a Trane system and can only be worked on by an authorized Trane service center. **SOLE SOURCE**

Business Name: MS Johnston Company
Address: 13261 Pennsylvania Ave
City, State: Hagerstown, MD 21742

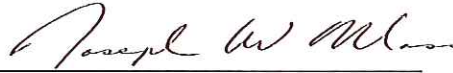
Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

[illegible]

Comments

Department Manager (required on all unbudgeted items):

The existing cooling equipment for the BNR building is vital to the continued operations of the controls for the BNR process at the WWTP. This BNR building houses a bulk of our main electrical panels and is the motor control center for half the plant. There's a lot of heat being generated 24-7 and the first 80 degree (+or-) day we have without cooling we run the risk of our VFD's overheating and losing control of the plant. Ms Johnson installed this equipment originally and has the rights to Boland's Energy Management System (EMS) that is proprietary, so we are locked in with them on this project. The EMS is still functional, so it would be more cost effective to keep the existing controls, wiring and line sets and replace the indoor and outdoor units.



Wastewater Operations Manager

May 2, 2016

Date

Finance Department:

Recommend Approval.



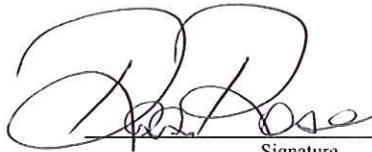
Signature

5/13/2016

Date

Finance Manager:

Recommend approval



Signature

5/13/16

Date

City Administrator's Recommendation:

Recommend approval



Signature

5/13/16

Date



Contractors -- Engineers

13261 Pennsylvania Avenue -- Hagerstown, MD 21742

P: 301.733.1066 F: 301.797.9675

estimate@msjohnston.com

MD-HVACR-01-5141 VA-2701-037722A WV-007742

To: City of Hagerstown Water Dept.
1 Clean Water Circle
Hagerstown MD 21740
Attn: Robbie

PROPOSAL

Page No. 1 of 1 Pages

Job Name/No.: System Repair/Replacement

Location:

Phone/Fax: 301-739-8577

Email:

Date: 4/26/16

We hereby submit specifications and estimates for:

System Repair/Replacement

- 1) Demolition to remove the existing Trane 10 ton cooling only split system for M.S. Johnston salvage
- 2) One 10 ton cooling only condensing unit -- dual circuit
- 3) One 10 ton cooling only air handling unit -- dual circuit
- 4) Flush the existing refrigerant piping
- 5) Reconnect the existing refrigerant piping to new indoor and outdoor units
- 6) Reconnect the existing drain piping
- 7) Reconnect the power and control wiring
- 8) New supply and return air duct connections to the new indoor unit
- 9) Evacuate, test, charge, and start new system
- 10) One year parts and service (except filters) including the manufacture's five year compressor part warranty
- 11) Permit
- 12) Tax

For The Sum Of \$13,446.00

Sole Source/Equip Compatibility
BNR Bldg Air
Cond. Sys.

✓ 5485001-5820-C0585

Budget OK
4-29-16

There are no warranties which extend beyond the description on the face of this agreement. The Seller shall not be liable for any consequential damage and its liability is limited solely to a repair of the defective material under the terms of any written warranty provided in connection with this contract.

We Propose hereby to furnish material and labor -- complete in accordance with these specifications, for the sum of:

See Above

dollars (\$)

Payable as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Clifford Cowden

Note: This proposal may be withdrawn by us if not accepted within ____ days.

Acceptance of Proposal -- The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____



Contractors – Engineers

13261 Pennsylvania Avenue – Hagerstown, MD 21742

P: 301.733.1066 F: 301.797.9675

estimate@msjohnston.com

MD-HVACR-01-5141 VA-2701-037722A WV-007742

To: City of Hagerstown Water Dept.
1 Clean Water Circle
Hagerstown MD 21740
Attn: Robbie

PROPOSAL

Page No. 1 of 1 Pages

Job Name/No.: System Repair/Replacement

Location:

Phone/Fax: 301-739-8577

Email:

Date: 4/26/16

We hereby submit specifications and estimates for:

System Repair/Replacement

- 1) Demolition to remove the existing Trane 10 ton cooling only split system for M.S. Johnston salvage
- 2) One 10 ton cooling only condensing unit – dual circuit
- 3) One 10 ton cooling only air handling unit – dual circuit
- 4) Flush the existing refrigerant piping
- 5) Reconnect the existing refrigerant piping to new indoor and outdoor units.
- 6) Reconnect the existing drain piping
- 7) Reconnect the power and control wiring
- 8) New supply and return air duct connections to the new indoor unit
- 9) Evacuate, test, charge, and start new system
- 10) One year parts and service (except filters) including the manufacture's five year compressor part warranty
- 11) Permit
- 12) Tax

For The Sum Of \$13,446.00

Sole Source/Equip Compatibility
BNR Bldg Air
Cond. Sys.

✓ 5485001-5820-C0585

Budget OK
4-29-16

There are no warranties which extend beyond the description on the face of this agreement. The Seller shall not be liable for any consequential damage and its liability is limited solely to a repair of the defective material under the terms of any written warranty provided in connection with this contract.

We Propose hereby to furnish material and labor – complete in accordance with these specifications, for the sum of:

See Above

dollars (\$)

Payable as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Clifford Cowden

Note: This proposal may be withdrawn by us if not accepted within ___ days.

Acceptance of Proposal – The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____ Signature _____ Date _____

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Wastewater: SCADA Replacement - Motorola Enhanced SCADA Solutions - Integrated Telecommunication Systems (ITS), Inc. (Rolling Meadows, IL) \$20,470.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Agenda SCADA Equipment Replacement for Collections in the amount of \$20,470.00. Sole Source

Discussion:

Replacement of the existing SCADA equipment located at the WWTP that monitors the various pump station activities throughout the City's wastewater collection system. The existing SCADA equipment for the collections system is now 10 years old. The previous equipment only lasted 5 years when it failed. Since we have no spare units we will replace the existing and retain it as a spare unit. SOLE SOURCE

Financial Impact:

Acct. # 54-5485001-C0299 currently has \$88,347.00 remaining in FY16

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 052416

ATTACHMENTS:

File Name

SCADA_Consent_Form.pdf

Description

Consent
Form

Wastewater_Division_CA_SCADA_System_Upgrade_with_ACE_FIU_052416.pdf

Wastewater
Division CA
SCADA
System
Upgrade with
ACE FIU
052416

Approval For: _____
Consent Agenda: **X** _____
New Business: _____

Quantity	Description	Value
Lump Sum	Replacement of existing SCADA equipment for Collections	\$ 20,470.00
	Sole Source purchase for compatible/proprietary equipment	
	TOTAL	\$ 20,470.00

SOLE SOURCE

Comments

Department Manager (required on all unbudgeted items):

The existing SCADA equipment for the collections system is now 10 years old. The previous equipment only lasted 5 years when it failed. Since we have no spare units we will replace the existing and retain it as a spare unit. SOLE SOURCE

Joseph W. Mason

Wastewater Operations Manager

May 2, 2016

Date

Finance Department:

Recommend Approval.

Jason T. Miller

Signature

5/12/2016

Date

Finance Manager:

Recommend approval of this purchase. Adequate funding exists in current FY16 budget for this equipment.

Michelle Agler

Signature

5/11/16

Date

City Administrator's Recommendation:

Recommend Approval

Val A. Dean

Signature

5/13/16

Date

Project SCADA System Upgrade with ACE FIU
 Customer City of Hagerstown
 For Jeff Decker
 By ITS, Inc.
 Project# 5156
 Date: 4/20/2016
 Rev: 1.0

Type	Product	Totals
A	ACE3600 - Next Generation of Motorola SCADA	5,945.00
S	Software	8,045.00
H	Hardware	4,830.00
E	Inhouse Engineering	2,600.00
T	Onsite Engineering	0.00
	Subtotal	21,420.00
Cr	SCADA System Upgrade with ACE FIU Credit	(950.00)
	Total	20,470.00

Notes

1	<p>Payment Terms (100)</p> <p>100% of the project total will be due NET 30 upon shipment. These terms are subject to discussion. Interest may be applied to delinquent or outstanding balances at a rate of 1-1/2% per month. Payment to ITS, Inc. is not subject to payment of money by 3rd party or others.</p>
---	---

Customer Sign-Off:

Print Name

Customer Signature

Date

Design and engineering information contained in this proposal may not be shared with any person or agency not directly associated with the addressee without the express written consent of Integrated Telecommunication Systems Inc.

Project# 5156
Date: 4/20/2016
Rev: 1.0

Motorola Enhanced SCADA Solutions - Integrated Telecommunication Systems (ITS), Inc.

Hardware & Software									
Item	Qty	Model	Type	Description	Price	Extended			
1	1	PRI-COMP	H	Dell Precision Tower 7810 OS Windows 7 Professional English 64bit (Includes Windows 10 Pro License) Processor Intel® Xeon® Processor E5-2623 v3 (4C, 3.0GHz, Turbo, HT, 10M, 105W) Office Productivity Software Microsoft Office Home and Business 2016 Video Card NVIDIA® Quadro® K620 2GB (DP, DL-DVI-I) (1 DP to SL-DVI adapter) Memory 16GB (4x4GB) 2133MHz DDR4 RDIMM ECC Hard Drive 256GB 2.5" Serial-ATA Solid State Drive DVD ROM 16X DVD+/-RW Drive Speakers Internal Speaker/Dell AC511 Stereo SoundBar (USB) Keyboard US English (QWERTY) Dell KB-522 Wired Business Multimedia USB Keyboard Black Mouse Dell MS111 USB Optical Mouse Monitor Dell 19 Monitor P1914S Hardware Support Services 3 Years ProSupport Plus with Next Business Day Onsite Service	4,830.00	4,830.00			
2	1	99341-4	H	RocketPort @ Universal PCI Quad DB9	465.00	465.00			
3	1	IT-UPG-V	S	Upg, InTouch Development Studio 2014R2 Unlimited, Unlim/60K/500 • SN 607499 • Upgrade required for Windows7 (and higher) support	6,250.00	6,250.00			
4	1	WIN-911/Basic	S	WIN-911 Alarm Software for E-mail, Paging & 1-way SMS	1,795.00	1,795.00			
5 a	1	LMI-1	S	• Existing Win911 license will remain on current computer for cold backup One (1) license for remote monitoring software LogMeIn.com for one (1) year	149.00	149.00			
5 b	1	LMI-1-cr	S	• Internet access required LogMeIn Credit for SCADA System Upgrade purchase, one (1) license for (1) year	(149.00)	(149.00)			
Hardware & Software Subtotal						13,340.00			

Services									
Item	Qty	Model	Type	Description	Price	Extended			
6	1	PRI-CFG	E	Engineering services to load/configure SCADA computer to run InTouch, Modbus, Win911, STS and Virtual XP for Toolbox support	750.00	750.00			
7	1	IT-UPG-A	E	Engineering services to upgrade current InTouch 9.5 application to InTouch 2014 R2	950.00	950.00			
8	6	SUP-06	E	Remote engineering services to assist in start-up	150.00	900.00			
Services Subtotal						2,600.00			

Design and engineering information contained in this proposal may not be shared with any person or agency not directly associated with the addressee without the express written consent of Integrated Telecommunication Systems Inc.

Project# 5156
Date: 4/20/2016
Rev: 1.0

FIU Upgrade

Item	Qty	Model	Type	Description	Price	Extended
9	1	5155 FIU Lot	A	<p>ACE3600 with VHF XPR5350 radio</p> <ul style="list-style-type: none"> Installed in a NEMA 4X/IP66 metal housing, dimensions (WxHxD): 380 x380 x 210 mm (15" x 15" x 8.26") AC power supply- 85-264V with battery charger 6.5 Ah battery backup <p>CPU3680 module:</p> <ul style="list-style-type: none"> Host USB 1, 2 (HU1/HU2) = MotoTrbo (digital) Plug-in 1 (PI1) = radio modem Serial 1 (SI1) = RS232/RS485 Serial 2 (SI2) = RS232 serial Eth1 (E1) = 10/100BaseT Ethernet Device USB 1 (DU1) = USB Type B (e.g. STS) Plug-in 2 (PI2) = vacant I/O slot 1: blank module I/O slot 2: blank module I/O slot 3: blank module 	5,945.00	5,945.00
10	1	FIU-UPG-cr	Cr	SCADA System Upgrade with ACE FIU Credit	(950.00)	(950.00)
11	1	99341-4-cr	H	RocketPort @ Universal PCI Quad DB9 Credit (Line Item 2)	(465.00)	(465.00)
				• Not required if FIU is converted to ACE		
FIU Upgrade Subtotal						4,530.00

Design and engineering information contained in this proposal may not be shared with any person or agency not directly associated with the addressee without the express written consent of Integrated Telecommunication Systems Inc.

Project SCADA System Upgrade with ACE FIU
 Customer City of Hagerstown
 For Jeff Decker
 By ITS, Inc.
 Project# 5156
 Date: 4/20/2016
 Rev: 1.0

Type	Product	Totals
A	ACE3600 - <i>Next Generation of Motorola SCADA</i>	5,945.00
S	Software	8,045.00
H	Hardware	4,830.00
E	Inhouse Engineering	2,600.00
T	Onsite Engineering	0.00
Subtotal		21,420.00
Cr	SCADA System Upgrade with ACE FIU Credit	(950.00)
Total		20,470.00

Notes

1	Payment Terms (100)	100% of the project total will be due NET 30 upon shipment. These terms are subject to discussion. Interest may be applied to delinquent or outstanding balances at a rate of 1-1/2% per month. Payment to ITS, Inc. is not subject to payment of money by 3rd party or others.
---	------------------------	---

Customer Sign-Off: _____
 Print Name

 Customer Signature Date

Project# 5156
Date: 4/20/2016
Rev: 1.0

Motorola Enhanced SCADA Solutions - Integrated Telecommunication Systems (ITS), Inc.

Hardware & Software

Item	Qty	Model	Type	Description	Price	Extended
1	1	PRI-COMP	H	Dell Precision Tower 7810 OS Windows 7 Professional English 64bit (Includes Windows 10 Pro License) Processor Intel® Xeon® Processor E5-2623 v3 (4C, 3.0GHz, Turbo, HT, 10M, 105W) Office Productivity Software Microsoft Office Home and Business 2016 Video Card NVIDIA® Quadro® K620 2GB (DP, DL-DVI-I) (1 DP to SL-DVI adapter) Memory 16GB (4x4GB) 2133MHz DDR4 RDIMM ECC Hard Drive 256GB 2.5" Serial-ATA Solid State Drive DVD ROM 16X DVD+-RW Drive Speakers Internal Speaker/Dell AC511 Stereo SoundBar (USB) Keyboard US English (QWERTY) Dell KB-522 Wired Business Multimedia USB Keyboard Black Mouse Dell MS111 USB Optical Mouse Monitor Dell 19 Monitor P1914S Hardware Support Services 3 Years ProSupport Plus with Next Business Day Onsite Service	4,830.00	4,830.00
2	1	99341-4	H	RocketPort ® Universal PCI Quad DB9	465.00	465.00
3	1	IT-UPG-V	S	Upg, InTouch Development Studio 2014R2 Unlimited, Unlim/60K/500 • SN 607499 • Upgrade required for Windows7 (and higher) support	6,250.00	6,250.00
4	1	WIN-911/Basic	S	WIN-911 Alarm Software for E-mail, Paging & 1-way SMS • Existing Win911 license will remain on current computer for cold backup	1,795.00	1,795.00
5 a	1	LMI-1	S	One (1) license for remote monitoring software LogMeIn.com for one (1) year • Internet access required	149.00	149.00
5 b	1	LMI-1-cr	S	LogMeIn Credit for SCADA System Upgrade purchase, one (1) license for (1) year	(149.00)	(149.00)
Hardware & Software Subtotal						13,340.00

Services

Item	Qty	Model	Type	Description	Price	Extended
6	1	PRI-CFG	E	Engineering services to load/configure SCADA computer to run InTouch, Modbus, Win911, STS and Virtual XP for Toolbox support	750.00	750.00
7	1	IT-UPG-A	E	Engineering services to upgrade current InTouch 9.5 application to InTouch 2014 R2	950.00	950.00
8	6	SUP-06	E	Remote engineering services to assist in start-up	150.00	900.00
Services Subtotal						2,600.00

Project# 5156
 Date: 4/20/2016
 Rev: 1.0

FIU Upgrade

Item	Qty	Model	Type	Description	Price	Extended
9	1	5155 FIU Lot	A	ACE3600 with VHF XPR5350 radio • Installed in a NEMA 4X/IP66 metal housing, dimensions • (WxHxD): 380 x380 x 210 mm (15" x 15" x 8.26") • AC power supply- 85-264V with battery charger • 6.5 Ah battery backup CPU3680 module: • Host USB 1, 2 (HU1/HU2) = MotoTrbo (digital) • Plug-in 1 (PI1) = radio modem • Serial 1 (SI1) = RS232/RS485 • Serial 2 (SI2) = RS232 serial • Eth1 (E1) = 10/100BaseT Ethernet • Device USB 1 (DU1) = USB Type B (e.g. STS) • Plug-in 2 (PI2) = vacant I/O slot 1: blank module I/O slot 2: blank module I/O slot 3: blank module	5,945.00	5,945.00
10	1	FIU-UPG-cr	Cr	SCADA System Upgrade with ACE FIU Credit	(950.00)	(950.00)
11	1	99341-4-cr	H	RocketPort ® Universal PCI Quad DB9 Credit (Line Item 2) • Not required if FIU is converted to ACE	(465.00)	(465.00)
FIU Upgrade Subtotal						4,530.00

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Introduction of an Ordinance: Local Conversion District Overlay - 400 Jonathan Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move that the Mayor and City Council Introduce an Ordinance for a Local Conversion District Overlay, including the three conditions endorsed by the Planning Commission, on property located at 400 Jonathan Street

Action Dates:

DATE OF INTRODUCTION: 05/24/2016

DATE OF PASSAGE: 06/21/2016

EFFECTIVE DATE: 07/21/2016

ATTACHMENTS:

File Name

400_Jonathan_Street_Intro.pdf

Description

Motion Sheet, Ordinance, &
Findings of Fact

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Introduction of an Ordinance: Local Conversion District Overlay,
400 Jonathan Street (ZM-2016-01)

Charter Amendment	_____
Code Amendment	_____
Ordinance	<u> X </u>
Resolution	_____
Other	_____

MOTION: I hereby move that the Mayor and City Council Introduce an Ordinance for a Local Conversion District Overlay, including the three conditions endorsed by the Planning Commission, on property located at 400 Jonathan Street

DATE OF INTRODUCTION: 05/24/2016
DATE OF PASSAGE: 06/21/2016
EFFECTIVE DATE: 07/21/2016

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF HAGERSTOWN**

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for rezoning and zoning map reclassification was made by **KHADENE WILSON and DEXTON BRUNSON**;

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known and designated as Case No. ZM-2016-01;

WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing in compliance with said Ordinance on May 24, 2016, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

WHEREAS; the Mayor and City Council, prior to and subsequent thereto, have complied with all of the provisions of the General Laws of the State of Maryland and the Zoning Ordinance for the City of Hagerstown;

WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on June 21, 2016, take formal action to approve the Local Conversion District Overlay for the property designated as **400 JONATHAN STREET**, Hagerstown, Maryland.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the Zoning Reclassification and Zoning Map Amendment requesting Case No. ZM-2016-01 for a Local Conversion District Overlay and is hereby granted is hereby granted pursuant to the conditions and requirements set forth in the Opinion and Findings of Fact, attached hereto as **Exhibit A** and incorporated herein by reference.

WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

PUBLIC HEARING: 05/24/2016
DATE OF INTRODUCTION: 05/24/2016
DATE OF PASSAGE: 06/21/2016
EFFECTIVE DATE: 07/21/2016

**EXHIBIT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2016-01**

Applicant: Khadene Wilson and Dexton Brunson
Location: 400 Jonathan Street
Hagerstown, Maryland 21740

OPINION AND FINDINGS OF FACTS

The foregoing matter was heard at Public Hearing by the Mayor and City Council on May 24, 2016, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

FINDINGS OF FACT

The property which is the subject of the proposed map amendment is located at 400 Jonathan Street. The proposal was filed jointly by both owners of the property. The tract consists of 0.06 acres, more or less. The property currently contains a vacant commercial building which was constructed prior to October 1, 1956. The owner's agent represented to the Mayor and City Council that it is the owner's intent to reuse the commercial building for a restaurant.

The proposal is in accordance with the provisions for a Local Conversion District as set forth in the Land Management Code, Article 4, Zoning, including the following:

1. A Local Conversion District Overlay is permitted in the underlying zoning district of RMED (Residential-Medium Density);
2. A restaurant is a permitted use in the Local Conversion District Overlay;
3. The building was constructed prior to October, 1956;
4. The front of the building is oriented toward West North Avenue, a public street;
5. The total land area of the subject parcel is approximately 2,972 square feet, which is below the maximum square footage allowed of 20,000 square feet of land area.
6. No additions to the building are proposed;

7. Outdoor vending machines are prohibited and none are proposed;
8. Outdoor storage is not allowed, with the exception of display of merchandise at convenience and grocery stores if historically a part of a use on the subject property which is not applicable in this case;
10. Storefronts previously modified or enclosed shall be rehabilitated to reintroduce a storefront window display design.

The Local Conversion District Overlay was designed to allow the adaptive reuse of pre-1956 commercial and mixed-use buildings embedded in residential districts on small lots, provided they are reviewed individually so that the proposal is complimentary to the residential nature of the area in which it is located. This site was analyzed for this application and the following conditions were approved and endorsed by the Planning Commission:

1. The old metal sign pole along Jonathan Street shall be removed.
2. Parking spaces shall be striped in the parking area.
3. The dumpster and enclosure shall be placed adjacent to the proposed handicap-accessible entrance.

CONCLUSION

Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on May 24, 2016, to be true and accurate, and that all procedural requirements prerequisite to approval of the Local Conversion District Overlay by this Body have been met. The Mayor and City Council find as a matter of fact that the proposal generally does not violate the spirit and intent of the Zoning Ordinance. We further find that the approval of the proposed Local Conversion District Overlay modification will not materially or

adversely affect adjoining properties provided that the three (3) enumerated conditions are adhered to.

MAYOR AND COUNCIL FOR THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
David S. Gysberts, Mayor

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Resolutions: Residential Lease Agreements

1. Resolution: Property at 12727 Ritchie Road
2. Resolution: Property at 23510 Warner Hollow Road
3. Resolution: Property at 12140 Crystal Falls Road
4. Resolution: Property at 280 Mill Street
5. Resolution: Property at 570 Jefferson Street
6. Resolution: Property at 728 Frederick Street
7. Resolution: Property at 124 Charles Street
8. Resolution: Property at 120 Key Street

Mayor and City Council Action Required:

Requested approval of the FY 2017 Residential Lease Agreements for the Water Division and the Parks Division

Discussion:

The Utilities Department (Water) currently rents two residential properties that are located at water production facilities and one residential property that is located within our Edgemont Watershed. Potomac Property Management performed a Market Analysis in 2000 to determine fair market rental value for each of the six rental properties that existed at that time. Due to the age and conditions of the rental properties, rents were established at 89% of the market value. In 2008, rents were increased \$200 across the board for the aforementioned properties and in 2013, an additional \$200 at Ritchie Road.

CES Properties conducted a Comparative Market Analysis in March for the aforementioned properties and the 2016 Market Rate for each rental property along with the rent increase for 2016 is included in the chart at the end of the memo. Staff recommends rent increases over the next three fiscal years where applicable in order to adjust the rent values in line with the 2016 Market Analysis comparative rate average.

In FY16, the Department will collect \$20,400 in rent and expended \$2270.84 to date in maintenance on rental properties. In the past five fiscal years, \$120,240 in rent was/will be collected and we expensed \$45,338.22 in maintenance costs to date, which equates to 38% of the rental income.

Charles Henson (Water Division Meter Technician) and family occupy the house at the Breichner Water Plant on Crystal Falls Drive. John Rinehart and family occupy the house at the base of the Edgemont Reservoir on Warner Hollow Road. Dwayne Miller occupies the residential property at Ritchie Road.

LOCATION	CURRENT RENT	SIZE /SQ.FT.	MARKET RATE	JUNE 2016 RENT	ANNULIZED SQ. FT.
12410 Crystal Falls Road	\$495	1600	\$1,160	\$700	\$5.25
23510 Warner Hollow Road	\$505	1200	\$1,160	\$700	\$7.00
12727 Ritchie Road	\$700	1600	\$825	\$800	\$6.00

Financial Impact:

Water Division-\$26,400.0 in rental income

Recommendation:

Recommended Approval

Motion:

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 24, 2016

TOPIC: Execution of residential lease agreements at City of Hagerstown Properties

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	!

Resolution
Other ?

MOTION: I hereby move that the Mayor and City Council adopt the attached resolutions authorizing the execution of lease agreements between the City of Hagerstown and

- Dwayne Miller, for the residence located at 12727 Ritchie Road, Smithsburg, MD
- John and Michele Rinehart for the residence located at 23510 Warner Hollow Road, Smithsburg, MD
- Charles and Laurie Henson for the residence located at 12140 Crystal Falls Road, Smithsburg, MD
- Eric Hastings for the residence at 280 Mill Street, Hagerstown, MD
- Gerald Bernhisel for the residence at 570 Jefferson Street, Hagerstown, MD
- Lewie Thomas for the residence at 728 Frederick Street, Hagerstown, MD
- Timothy & Tina Shafer for the residence at 124 Charles Street, Hagerstown, MD
- Emily Conrad for the residence at 120 Key Street, Hagerstown, MD.

DATE OF INTRODUCTION: 05/24/16

DATE OF PASSAGE: 05/24/16

EFFECTIVE DATE: 05/24/16

Action Dates:

Regular Session 05/24/16

ATTACHMENTS:

File Name

Motion_for_Residential_Lease_Agreements_052416.doc
Water_Resolution_12727_Ritchie_Road_052416.doc
Water_Resolution_23510_Warner_Hollow_052416.doc
Water_Resolution_12140_Crystal_Falls_052416doc.doc
280_Mill_Street.pdf
570_Jefferson_Street.pdf
728_Frederick_Street.pdf
124_Charles_Street.pdf
120_Key_Street_Lease.pdf

Description

Motion for Residential Lease
Agreements 052416
12727 Ritchie Road Lease
23510 Warner Hollow Lease
12140 Crystal Falls Lease
280 Mill Street Lease
570 Jefferson Street Lease
728 Frederick Street Lease
124 Charles Street Lease
120 Key Street Lease

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Execution of residential lease agreements at City of Hagerstown Properties

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council adopt the attached resolutions authorizing the execution of lease agreements between the City of Hagerstown and

- Dwayne Miller, for the residence located at 12727 Ritchie Road, Smithsburg, MD
- John and Michele Rinehart for the residence located at 23510 Warner Hollow Road, Smithsburg, MD
- Charles and Laurie Henson for the residence located at 12140 Crystal Falls Road, Smithsburg, MD
- Eric Hastings for the residence at 280 Mill Street, Hagerstown, MD
- Gerald Bernhisel for the residence at 570 Jefferson Street, Hagerstown, MD
- Lewie Thomas for the residence at 728 Frederick Street, Hagerstown, MD
- Timothy & Tina Shafer for the residence at 124 Charles Street, Hagerstown, MD
- Emily Conrad for the residence at 120 Key Street, Hagerstown, MD.

DATE OF INTRODUCTION: 05/24/16

DATE OF PASSAGE: 05/24/16

EFFECTIVE DATE: 05/24/16

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND DWAYNE MILLER FOR THE RESIDENCE
LOCATED AT 12727 RITCHIE ROAD**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous facilities throughout its corporate limits and in Washington County, Maryland; and

WHEREAS, several of the publicly owned facilities include upon or adjacent to their Premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenant; and

WHEREAS, the City-owned residence located at 12727 Ritchie Road, Smithsburg , Washington County, Maryland is currently occupied by tenant, Dwayne Miller pursuant to a Lease Agreement, which by its terms will expire on June 30, 2016 and

WHEREAS, Dwayne Miller desires to enter into a new residential lease with the City of Hagerstown for the aforesaid premises, extending the lease term therein for an additional year; and

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

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

1. That the foregoing recitals are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located at the Edgemont Watershed and known as 12727 Ritchie Road to Dwayne Miller.
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

BY: _____
David Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND JOHN RINEHART AND MICHELE RINEHART FOR THE RESIDENCE
LOCATED AT 23510 WARNER HOLLOW ROAD**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous facilities throughout its corporate limits and in Washington County, Maryland; and

WHEREAS, several of the publicly owned facilities include upon or adjacent to their Premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located at the Edgemont Reservoir and known as 23510 Warner Hollow Road, Smithsburg, Washington County, Maryland is currently occupied by tenants, John Rinehart and Michele Rinehart pursuant to a Lease Agreement, which by its terms will expire on June 30, 2016 and

WHEREAS, John Rinehart and Michele Rinehart desire to enter into a new residential lease with the City of Hagerstown for the aforesaid premises, extending the lease term therein for an additional year; and

WHEREAS, the Mayor and Council find it in the best interest 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, Maryland, as it's duly constituted legislative body, as follows:

1. That the foregoing recitals are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located at the Edgemont Reservoir and known as 23510 Warner Hollow Road to John Rinehart and Michele Rinehart.
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

BY: _____
David Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND CHARLES HENSON AND LAURIE HENSON FOR THE RESIDENCE
LOCATED AT 12140 CRYSTAL FALLS ROAD**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous facilities throughout its corporate limits and in Washington County, Maryland; and

WHEREAS, several of the publicly owned facilities include upon or adjacent to their Premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located at the William Breichner Water Treatment Plant And known as 12140 Crystal Falls Road, Smithsburg , Washington County, Maryland is currently occupied by tenants, Charles Henson and Laurie Henson pursuant to a Lease Agreement, which by its terms will expire on June 30, 2016 and

WHEREAS, Charles Henson and Laurie Henson desire to enter into a new residential lease with the City of Hagerstown for the aforesaid premises, extending the lease term therein for an additional year; and

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

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

1. That the foregoing recitals are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located at the William Breichner Water Treatment Plant and known as 12140 Crystal Falls Road to Charles Henson And Laurie Henson
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

BY: _____
David Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND ERIC HASTINGS FOR THE RESIDENCE
LOCATED AT 280 MILL STREET**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous park and recreational facilities throughout the corporate limits of the City; and

WHEREAS, several of the park and recreational facilities include upon or adjacent to their premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located in Hager Park and known as 280 Mill Street is currently occupied by tenant, Eric Hastings pursuant to a Lease Agreement, the term of which will expire on June 30, 2016; and

WHEREAS, Eric Hastings desires to enter into a residential lease with the City of Hagerstown for the aforesaid premises extending his lease term therein for an additional year; and

WHEREAS, the Mayor and Council find it in the best interest 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, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing recitals are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located at Hager Park and known as 280 Mill Street to Eric Hastings.
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

PREPARED BY:
SALVATORE & BOYER, LLC,
City Attorneys

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND GERALD BERNHISEL FOR THE RESIDENCE
LOCATED AT 570 JEFFERSON STREET**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous park and recreational facilities throughout the corporate limits of the City; and

WHEREAS, several of the park and recreational facilities include upon or adjacent to their premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located in Funkhouser Park and known as 570 Jefferson Street is currently occupied by tenant, Gerald Bernhisel pursuant to a Lease Agreement, the term of which will expire on June 30, 2016; and

WHEREAS, Gerald Bernhisel desires to enter into a new residential lease with the City of Hagerstown for the aforesaid premises extending his lease term therein for an additional year; and

WHEREAS, the Mayor and Council find it in the best interest 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, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing recitals are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located at Funkhouser Park and known as 570 Jefferson Street to Gerald Bernhisel.
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

PREPARED BY:
SALVATORE & BOYER, LLC,
City Attorneys

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND LEWIE P. THOMAS, III FOR THE RESIDENCE
LOCATED AT 728 FREDERICK STREET**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous park and recreational facilities throughout the corporate limits of the City; and

WHEREAS, several of the park and recreational facilities include upon or adjacent to their premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located in Staley Park and known as 728 Frederick Street is currently occupied by tenant, Lewie P. Thomas, III pursuant to a Lease Agreement, which by its terms will expire on June 30, 2016; and

WHEREAS, Lewie P. Thomas, III desires to enter into a new residential lease with the City of Hagerstown for the aforesaid premises extending his lease term therein for an additional year; and

WHEREAS, the Mayor and Council find it in the best interest 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, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing recitals are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located in Staley Park and known as 728 Frederick Street to Lewie P. Thomas, III.
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
City Attorneys

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND TINA SHAFER FOR THE RESIDENCE
LOCATED AT 124 CHARLES STREET**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous park and recreational facilities throughout the corporate limits of the City; and

WHEREAS, several of the park and recreational facilities include upon or adjacent to their premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located in Wheaton Park and known as 124 Charles Street is currently occupied by tenant, Tina Shafer pursuant to a Lease Agreement, the term of which will expire on June 30, 2016; and

WHEREAS, Tina Shafer desires to enter into a residential lease with the City of Hagerstown for the aforesaid premises extending the lease term therein for an additional year; and

WHEREAS, the Mayor and Council find it in the best interest 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, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing recitals are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located at Wheaton Park and known as 124 Charles Street to Tina Shafer.
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
City Attorneys

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN
AND EMILY NICOLE CONRAD FOR THE RESIDENCE
LOCATED AT 120 KEY STREET**

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous park and recreational facilities throughout the corporate limits of the City; and

WHEREAS, several of the park and recreational facilities include upon or adjacent to their premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located in City Park adjacent to the Hager House and known as 120 Key Street is currently occupied by tenant, Emily Nicole Conrad pursuant to a Lease Agreement, the term of which will expire on June 30, 2016; and

WHEREAS, Emily Nicole Conrad desires to enter into a residential lease with the City of Hagerstown for the aforesaid premises extending her lease term for an additional year; and

WHEREAS, the Mayor and Council find it in the best interest 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, Maryland, as its duly constituted legislative body, as follows:

1. That the foregoing recitals be and are incorporated herein as if restated verbatim.
2. That the Council hereby authorizes the lease of the residence located at City Park and known as 120 Key Street to Emily Nicole Conrad.
3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.
4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: May 24, 2016
Date of Passage: May 24, 2016
Effective Date: May 24, 2016

PREPARED BY:
SALVATORE & BOYER, LLC,
City Attorneys

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Acceptance of Bicycle Master Plan Update

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Bicycle_Master_Plan_Update.pdf

Description

Approval of "Bicycle Master
Plan Update"

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Approval of "Bicycle Master Plan Update"

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move to approve and authorize staff to seek funding to implement the May 2016 "Bicycle Master Plan Update" as submitted to the City by the Hagerstown/Eastern Panhandle Metropolitan Planning Organization.

DATE OF PASSAGE: 5/24/2016

EXECUTIVE SUMMARY

What is the Bicycle Master Plan (BMP)?



The BMP is an update to the City's 2010 plan and represents a collaborative effort on behalf of the City of Hagerstown and the Hagerstown/Eastern Panhandle Metropolitan Planning Organization (HEPMPO). The BMP evaluates the city's existing bicycle environment (safety, connectivity, policies) and proposes a variety of new improvements over the next ten years. These plan recommendations include physical improvements, such as bike lanes and trails, and policy initiatives, such as safety programs and bicycle events.

What's been done since 2010?

The City of Hagerstown added approximately 10 miles of bicycle facilities from 2010 to 2015. These improvements include bike lanes, shared-lane markings (sharrows), and multi-use paths.



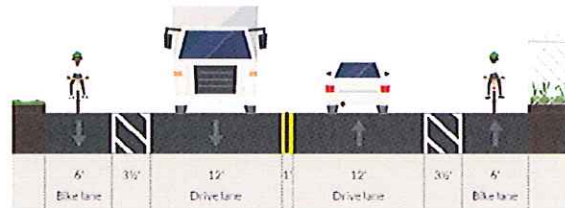
How does the plan evaluate bicycle needs?



The plan relied on data analysis and public input to evaluate bicycle needs. A bicycle-level-of-service (BLOS) tool was used to assess bicycle comfort and a bicycle demand tool was used to gauge where potential bicycle demand is highest. The public provided key input through an interactive, web-based survey, while the Bicycle Advisory Committee (BAC) offered guidance throughout the planning process and was critical in helping to prioritize investments.

What does the plan recommend?

The BMP recommends a variety of on-road, off-road, and policy-oriented improvements to help cultivate a healthier bicycle environment. For example, the BMP recommends road diets on Northern Avenue and S. Burhans Boulevard, which would reduce the number of travel lanes and use the newly available space for bike lanes (buffered bike lanes, in the case of S. Burhans).



Proposed cross-section of S. Burhans Boulevard, including road diet and buffered bike lanes.

The plan also recommends safety and policy initiatives to help generate interest/awareness for cycling and ensure that cyclists and motorists understand their roadway responsibilities.

How can we get there?

The BMP includes an Implementation Plan that prioritizes investments based on a data-driven process, which examines projects' varying proximities to schools, parks, trails, housing, and jobs. The Implementation Plan also considers construction costs, sequencing, and anticipated funding constraints.

Did you know?



...the City is designated a bronze-level Bicycle Friendly Community by the League of American Bicyclists?

...the Hub City Bike Loop is a signed 10-mile bike loop around the city, utilizing on-street bike lanes and multi-use paths?

...the City has a bike safety video on its [bicycling website](#) and on [YouTube](#)?

...the BMP is available for download www.HEPMPO.net/HagerstownBMP?



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Permission for the Director of Utilities to Lock In Wholesale Power Supply Pricing

Mayor and City Council Action Required:

Requested approval of the Motion for Wholesale Power Supply Pricing Lock In

Discussion:

The Power Services Agreement between Allegheny Energy Supply Company, LLC and the City will conclude with an expiration date of May 31, 2017. The current contract was consummated in 2005 and effective July 1, 2006. Since this time, much of the language has become obsolete with the constantly evolving PJM Interconnection tariffs, business practices and specifically, the capacity markets.

To meet our goal and have a new Wholesale Power Supply Contract completed before November 2016, the Hagerstown Light Department will compose and advertise a RFP, review price comparisons, and negotiate a new contract for wholesale power. The City recently advertised P1603.16 to seek consulting services specific to power procurement. With their current experiences in wholesale power procurement RFP development and the PJM Market & Operation within the Allegheny Power Zone, GDS Associates, Inc is recommended to assist us in obtaining the lowest purchase power cost we can obtain for the citizens of Hagerstown.

Staff had requested a review of pricing for an additional contract extension and was informed that changes in the operating market would not allow for a decrease in our existing MWH charges. Even though out year pricing for energy has decreased, charges for capacity have increased to the point that they offset any energy price savings. The difference between energy and capacity involves power plants and how they are compensated because both are important to maintaining the electrical system in different ways. Historically, a power plant generated electricity that we purchased at wholesale rates and resold to HLD consumers at retail prices. PJM developed a capacity market, or "forward market," which directs investment a few years ahead of when electricity needs to be delivered. In theory since power plants are expensive and take time to construct, the additional risk that they may not be utilized fully could discourage investment. Once again, in theory the capacity market will create long-term price signal for all users.

The basic idea is that power plants receive compensation for capacity (the power that they will provide at some point in the future). In PJM, there is an auction every year that has a defined delivery date three years in the future. This auction is called the Base Residual Auction and there are smaller balancing auctions every year leading up to the delivery date where bidders can buy or sell their commitments. These are called "Incremental Auctions," and occur just in case a power plant cannot meet its commitment and needs to purchase replacement capacity from another

power plant. The capacity market is designed to directly encourage financial investments in different kinds of assets (clean energy, fossil fuels, or demand side resources).

Since all of these market changes have occurred, some of the risk that was assumed by our supplier may now fall to the HLD to assume. Our contract will more than likely contain fixed charges for energy and monthly pass through charges for Capacity, Network Integration Transmission Services, Ancillary Charges, etc. These charges will be captured in the monthly Purchase Power Adjustment and included in the monthly bills. The RFP will contain requests for mid-term and long term pricing provisions and we will more than likely request an initial agreement for a five year term. Currently, even when factoring in all of the extraneous charges discussed above, it does not appear as though the total price package for services will see a drastic increase in our customer charges.

Upon the requested approval of GDS Associates, Staff will work with Garrett Cole and Erin Shealy of GDS in addition to our FERC legal counsel Tom Rudebusch and Mark Boyer in the development of the RFP. The timeline is as follows:

- RFP development March/April
- RFP offering May 1
- RFP reviews June
- RFP short list development June
- Negotiations with bidders July/August
- Award WPS Contract September

Once the negotiations with the short list are nearing completion, I will make a formal request of the Mayor and Council, as I have done in the past, to allow for the opportunity to lock in on pricing when it is most advantageous.

Financial Impact:

To Be Determined

Recommendation:

Staff recommended approval

Motion:

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: May 24, 2016

TOPIC: Permission for the Director of Utilities to Lock In Wholesale Power Supply Pricing

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	?
Other	!

MOTION: I hereby move that the Mayor and City Council grant permission to the Director of Utilities, Michael Spiker, permission to lock in Megawatt-hour (MWH) pricing for the upcoming Wholesale Power Supply Agreement due to the short duration of the offered electric market pricing. The Mayor and City Council will approve the Wholesale Power Supply Agreement Contract which will contain all terms and provisions including the aforementioned pricing.

DATE OF INTRODUCTION: 05/24/16

DATE OF PASSAGE: 05/24/16

EFFECTIVE DATE: 05/24/16

Action Dates:

Regular Session 052416

ATTACHMENTS:

File Name

Description

Motion_for_Wholesale_Power_Supply_Pricing_Lock_In_052416.doc

Motion for
Wholesale
Power
Supply
Pricing Lock
In 052416

Electric_Division_Memo_for_Wholesale_Power_Consultants_Services_052416.doc

Electric
Division
Memo for
Wholesale
Power
Consultants
Services
052416

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 24, 2016

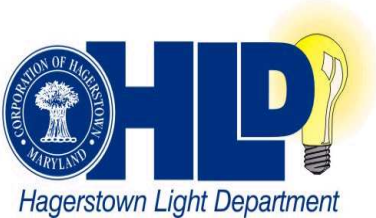
TOPIC: Permission for the Director of Utilities to Lock In Wholesale Power Supply Pricing

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>

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DATE OF INTRODUCTION: 05/24/16
DATE OF PASSAGE: 05/24/16
EFFECTIVE DATE: 05/24/16

City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

May 24, 2016

TO: Valerie Means, City Administrator

FROM: Michael S. Spiker, Director of Utilities *MSSpiker*
Nathan Fridinger, Electric Operations Manager *Nathan Fridinger*

SUBJECT: Consulting Services with GDS Associates, LLC for Wholesale Power Procurement

ACTION: Discussion and March 22 Approval

The Power Services Agreement between Allegheny Energy Supply Company, LLC and the City will conclude with an expiration date of May 31, 2017. The current contract was consummated in 2005 and effective July 1, 2006. Since this time, much of the language has become obsolete with the constantly evolving PJM Interconnection tariffs, business practices and specifically, the capacity markets.

To meet our goal and have a new Wholesale Power Supply Contract completed before November 2016, the Hagerstown Light Department will compose and advertise a RFP, review price comparisons, and negotiate a new contract for wholesale power. The City recently advertised P1603.16 to seek consulting services specific to power procurement. With their current experiences in wholesale power procurement RFP development and the PJM Market & Operation within the Allegheny Power Zone, GDS Associates, Inc is recommended to assist us in obtaining the lowest purchase power cost we can obtain for the citizens of Hagerstown.

Staff had requested a review of pricing for an additional contract extension and was informed that changes in the operating market would not allow for a decrease in our existing MWH charges. Even though out year pricing for energy has decreased, charges for capacity have increased to the point that they offset any energy price savings. The difference between energy and capacity involves power plants and how they are compensated because both are important to maintaining the electrical system in different ways. Historically, a power plant generated electricity that we purchased at wholesale rates and resold to HLD consumers at retail prices. PJM developed a capacity market, or "forward market," which directs investment a few years ahead of when electricity needs to be delivered. In theory since power plants are expensive and take time to construct, the additional risk that they may not be utilized fully could discourage investment. Once again, in theory the capacity market will create long-term price signal for all users.

The basic idea is that power plants receive compensation for capacity (the power that they will provide at some point in the future). In PJM, there is an auction every year that has a defined delivery date three years in the future. This auction is called the Base Residual Auction and there are smaller balancing auctions every year leading up to the delivery date where bidders can buy or sell their commitments. These are called “Incremental Auctions,” and occur just in case a power plant cannot meet its commitment and needs to purchase replacement capacity from another power plant. The capacity market is designed to directly encourage financial investments in different kinds of assets (clean energy, fossil fuels, or demand side resources).

Since all of these market changes have occurred, some of the risk that was assumed by our supplier may now fall to the HLD to assume. Our contract will more than likely contain fixed charges for energy and monthly pass through charges for Capacity, Network Integration Transmission Services, Ancillary Charges, etc. These charges will be captured in the monthly Purchase Power Adjustment and included in the monthly bills. The RFP will contain requests for mid-term and long term pricing provisions and we will more than likely request an initial agreement for a five year term. Currently, even when factoring in all of the extraneous charges discussed above, it does not appear as though the total price package for services will see a drastic increase in our customer charges.

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Once the negotiations with the short list are nearing completion, I will make a formal request of the Mayor and Council, as I have done in the past, to allow for the opportunity to lock in on pricing when it is most advantageous.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Contract: Painting Contract Amendment to Expand the Scope of Services to Include the Orchard Hills and Henson Tanks - Corrosion Control Corporation (Pedricktown, NJ) \$186,750.00

Mayor and City Council Action Required:

Requested approval of the Water Division West End Tank Restoration CONTRACT AMENDMENT in the amount of \$186,750.00

Discussion:

Bids were received on July 24, 2015 and presented to Mayor and Council in September 2015 for the rehabilitation of the West End Water Storage Tank. The contract was awarded to Corrosion Control Corporation (CC Corp.) and work is currently underway at this location.

Staff requested pricing from Corrosion Control Corporation for interior and exterior painting of the Orchard Hills Tank. Staff also requested pricing for cleaning and repainting the exterior surface of the Henson Tank.

The Orchard Hill tank coating shows signs of significant deterioration – the last tank rehabilitation occurred in 1992. The Henson Tank was rehabilitated in 2009 (interior and exterior) however; the exterior painted surface has experienced significant corrosion. The interior of this tank remains in an acceptable condition.

Staff is recommending and requesting approval of CC Corp's Option 2 – Overcoat tank exterior and Full Blast and Paint of the tank interior surface. The cost for Option #2 is \$146,750. Staff is also requesting approval of the surface cleaning and surface painting for the Henson Tank – the cost for this service is \$40,000 (proposal attached). For both tanks, CC Corp. will utilize the enhanced coating system - the enhanced system is designed for 20 plus years of color and gloss retention and 15 to 20 years of corrosion protection. The following chart shows the bid tabulation for the original contract and the basis of the original contract award.

OPTION	Corrosion Control	Pro-Spec Painting	Nostos SS	Chesapeake Mechanical	Minoan	Manolis	FLBE, Inc
Standard Coating Only (Base Bid)	\$167,224	\$276,400	\$168,500	\$152,280*	\$184,700	\$260,700	\$220,771
Standard Coating Plus Logo (Base + Alt B)	\$173,024	\$292,750	\$174,700	\$153,593*	\$189,700	\$271,700	\$228,371
Enhanced Coating Only (Base + Alt A1)	\$181,224**	\$291,900	\$231,500	\$209,680	\$194,500	\$288,700	\$233,731
Enhanced Coating and Logo (Base + Alt A1 +A2)	\$187,624**	\$311,350	\$237,700	\$210,580	\$201,000	\$296,700	\$242,356

This work was not included in the current operating budget; however, the Water Fund has sufficient funding to allow for this work to proceed. Staff expects this work to extend into FY17 which will lessen the impact on the FY16 operating funds. Staff will work to ascertain that savings are realized in other aspects of the operations help off-set this needed work.

Financial Impact:

Account # 52-70502-5329 has \$200,000.00 budgeted for FY17

This work was not included in the current operating budget; however, the Water Fund has sufficient funding to allow for this work to proceed. Staff expects this work to extend into FY17 which will lessen the impact on the FY16 operating funds. Staff will work to ascertain that savings are realized in other aspects of the operations help off-set this needed work.

Recommendation:

Staff recommended approval

Motion:

HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Approval for Water Division – Corrosion Control Corporation Painting Contract Amendment to Expand the Scope of Services to Include the Orchard Hills and Henson Tanks.

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	?
Other	!

MOTION: I hereby move that the Mayor and City Council approve the Proposals from Corrosion Control Corporation to expand the scope of services to include the interior and exterior surface painting of the Orchard Hills Tank and exterior surface painting of the Henson Tank. All work will be in accordance with the official bid specification and subsequent proposals at a cost not to exceed \$186,750 (one hundred eighty-six thousand, seven hundred fifty dollars) of Water Division operating funds. This cost includes the enhanced coating system. This work will be completed in the last quarter of FY16 and first quarter of FY17.

DATE OF INTRODUCTION: 05/24/2016

DATE OF PASSAGE: 05/24/2016

EFFECTIVE DATE: 05/24/2016

Action Dates:

Regular Session 052416

ATTACHMENTS:

File Name

Water_Division_Motion_for_Corrosion_Control_Corp_Contract_Amendment_052416_.doc

Water_Division_Memo_FY16_Tank_Painting_Contract_Amendment_Orchard_Hills_and_Henson_Tanks_0521716.docx

Description

Water
Division
Motion for
Corrosion
Control
Corp
Contract
Amendment
052416
Water
Division
Memo FY16
Tank
Painting
Contract
Amendment

West_End_Tank_Restoration_Consent_Form.pdf

Water_Division_Henson_Tank_Proposal_052416.pdf

Water_Division_Orchard_Hills_Tank_Proposal_052416.pdf

Orchard
Hills and
Henson
Tanks
0521716
Consent
Form
Water
Division
Henson
Tank
Proposal
052416
Water
Division
Orchard
Hills Tank
Proposal
052416

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 24, 2016

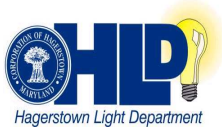
TOPIC: **Approval for Water Division – Corrosion Control Corporation Painting Contract Amendment to Expand the Scope of Services to Include the Orchard Hills and Henson Tanks.**

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the Proposals from Corrosion Control Corporation to expand the scope of services to include the interior and exterior surface painting of the Orchard Hills Tank and exterior surface painting of the Henson Tank. All work will be in accordance with the official bid specification and subsequent proposals at a cost not to exceed \$186,750 (one hundred eighty-six thousand, seven hundred fifty dollars) of Water Division operating funds. This cost includes the enhanced coating system. This work will be completed in the last quarter of FY16 and first quarter of FY17.

DATE OF INTRODUCTION: 05/24/2016
DATE OF PASSAGE: 05/24/2016
EFFECTIVE DATE: 05/24/2016

CITY OF HAGERSTOWN



DEPARTMENT OF UTILITIES

425 East Baltimore Street
Hagerstown, MD 21740-6105

51 West Memorial Blvd
Hagerstown, MD 21740-6848

May 17, 2016

To: Valerie Means, City Administrator

From: Michael S. Spiker, Director of Utilities
Nancy Hausrath, Water Operations Manager

Subject: Water Division – Tank Painting
Contract Amendment – Corrosion Control Corporation
Orchard Hills Tank and Henson Tank

Action: Review and Approval a Contract Amendment to
Add Orchard Hills and Henson Tank

Bids were received on July 24, 2015 and presented to Mayor and Council in September 2015 for the rehabilitation of the West End Water Storage Tank. The contract was awarded to Corrosion Control Corporation (CC Corp.) and work is currently underway at this location.

Staff requested pricing from Corrosion Control Corporation for interior and exterior painting of the Orchard Hills Tank. Staff also requested pricing for cleaning and repainting the exterior surface of the Henson Tank.

The Orchard Hill tank coating shows signs of significant deterioration – the last tank rehabilitation occurred in 1992. The Henson Tank was rehabilitated in 2009 (interior and exterior) however; the exterior painted surface has experienced significant corrosion. The interior of this tank remains in an acceptable condition.

Staff is recommending and requesting approval of CC Corp's Option 2 – Overcoat tank exterior and Full Blast and Paint of the tank interior surface. The cost for Option #2 is \$146,750. Staff is also requesting approval of the surface cleaning and surface painting for the Henson Tank – the cost for this service is \$40,000 (proposal attached). For both tanks, CC Corp. will utilize the enhanced coating system - the enhanced system is designed for 20 plus years of color and gloss retention and 15 to 20 years of corrosion protection. The following chart shows the bid tabulation for the original contract and the basis of the original contract award.

OPTION	Corrosion Control	Pro-Spec Painting	Nostos SS	Chesapeake Mechanical	Minoan	Manolis	FLBE, Inc
Standard Coating Only (Base Bid)	\$167,224	\$276,400	\$168,500	\$152,280*	\$184,700	\$260,700	\$220,771
Standard Coating Plus Logo (Base + Alt B)	\$173,024	\$292,750	\$174,700	\$153,593*	\$189,700	\$271,700	\$228,371
Enhanced Coating Only (Base + Alt A1)	\$181,224**	\$291,900	\$231,500	\$209,680	\$194,500	\$288,700	\$233,731
Enhanced Coating and Logo (Base + Alt A1 +A2)	\$187,624**	\$311,350	\$237,700	\$210,580	\$201,000	\$296,700	\$242,356

This work was not included in the current operating budget; however, the Water Fund has sufficient funding to allow for this work to proceed. Staff expects this work to extend into FY17 which will lessen the impact on the FY16 operating funds. Staff will work to ascertain that savings are realized in other aspects of the operations help off-set this needed work.

Should you have questions or require additional information, staff is available at your convenience.

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 5/24/2016

Approval For: _____
 Consent Agenda: _____
 New Business: **X**

Originating Department: Water Department By: Nancy Hausrath
 Account Number: 52-70502-5329 Account/Project Name: Pumping Stations Maintenance
 Budget Amount: FY16 \$ 150,000 Account Balance: \$ 120,974 Year NA CIP Control No.: NA
 FY17 \$ 200,000 Account Balance: \$ 200,000
 Source Of Funds: Water Fund Operating Cash

Unbudgeted: See Below

Quantity	Description	Value
I	Interior and exterior surface restoration of the Orchard Hills Tanks and	\$ 146,750.00
	Exterior cleaning and over-coating of the Henson Tank	\$ 40,000.00
	TOTAL	\$ 186,750.00

Above To Be Used For:

Contract Amendment to include interior and exterior surface restoration of the Orchard Hills Tank and exterior surface preparation and over-coating of the Henson Tank per the proposals from Corrosion Control Corporation dated April 15, 2016 and April 18, 2016, respectively and attached to this recommendation.

Recommended Vendor:

Business Name: Corrosion Control Corporation

Address: 177 Route 130

City, State: Pedricktown, NJ 08067

Bid/Proposal/Quote No.: 1593.15 West End Tank Restoration

Other Vendors:

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
FROM ORIGINAL BID		
Pro-Spec Painting, Inc.	Vineland, NJ	\$ 311,350
Nostos SS	Reston, VA	\$ 237,700
Chesapeake Mechanical	Baltimore, MD	\$ 210,580
Minoan	York, PA	\$ 201,000
Manolis	Baltimore, MD	\$ 296,700
FLBE, Inc.	Herndon, VA	\$ 242,356

Comments

Department Manager (required on all unbudgeted items):

Adequate Funding is available in the Water Fund to allow for this work to proceed - using funds identified for Contractual Services.

Nancy Hausman

Water Operations Manager

May 4, 2016

Date

Purchasing Agent

Recommend Approval.

Jacqui Miller

Signature

5/13/2016

Date

Finance Manager:

Recommend approval

[Signature]

Signature

5/13/16

Date

City Administrator's Recommendation:

Recommend approval

Vicki A. Mann

Signature

5/13/16

Date

CORROSION CONTROL CORPORATION

Steel Tank Maintenance, Painting & Construction Since 1968

April 18, 2016

Matt Mohler P.E.
City of Hagerstown
One Clean Water Circle
Hagerstown, MD 21740

Re: Hensen Tank Repaint

Mr. Matt Mohler,

Thank you for contacting Corrosion Control Corp and allowing us the opportunity to quote you on the repainting of your water storage tank. Please find the scope of work below along with our price to complete the work.

Scope of Work- Painting Exterior Surfaces

1. Prepare exterior steel surfaces to SSPC-SP12 Water Jetting at 4000 psi with zero tip to remove all loose paint and rust
2. Spot prime prepared surfaces with Tnemec Series 27 Typoxy at 2.0-3.0 mils DFT
3. Apply primer coat of Tnemec Series 27 Typoxy at 2.0-3.0 mils DFT
4. Apply finish coat of Tnemec Series 1075-color Endura-Shield at 3.5-4.0 mils DFT

We will provide the work described for the lump sum of:

Forty Thousand Dollars.....\$40,000.00 excluding tax

All proposed work for the overcoat will take about 2 weeks to complete. Feel free to contact me with any questions you may have.

Thank you again for the opportunity to quote this proposal. We hope you find it attractive.

Sincerely,
Corrosion Control Corporation
Matt Hartley
Sales/Estimator

CORROSION CONTROL CORPORATION

Steel Tank Maintenance, Painting & Construction Since 1968

April 15, 2016

Matt Mohler P.E.
City of Hagerstown
One Clean Water Circle
Hagerstown, MD 21740

Re: Orchard Hills Tank

Mr. Matt Mohler,

Thank you for contacting Corrosion Control Corp and allowing us the opportunity to quote you on the repainting of your water storage tank. Please find the scopes of work for the Orchard Hills Tank. There are three options provided for your evaluation as well as separate line items.

1. Option #1 (NO LEAD: Full Blast & Paint Exterior/Interior)*- Scope of Work

- I. Interior
 - a. Prepare interior steel surfaces to SSPC-SP10 Near White Blast Cleaned Steel
 - b. Apply primer coat of Tnemec series 94H20 Hydro-Zinc at 2.5-3.5 mils DFT
 - c. Apply stripe coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
 - d. Apply intermediate coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
 - e. Apply finish coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
- II. Exterior
 - a. Prepare exterior steel surfaces to SSPC-SP6 Commercial Blast Cleaned Steel
 - b. Apply primer coat of Tnemec series 94H20 Hydro-Zinc at 2.5-3.5 mils DFT
 - c. Apply stripe coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
 - d. Apply first coat of Tnemec Series 750-color UVX at 3.5-4.0 mils DFT
 - e. Apply finish coat of Tnemec Series 700V-color HydroFlon at 2.0-2.5 mils DFT

***Note: This option shall be used for full blast on exterior surfaces if previously painted surfaces DO NOT contain lead**

We will provide the work described for Option #1 for the lump sum of:

Two Hundred Fourteen Thousand Seven Hundred Dollars.....\$214,700.00 excluding tax

2. Option #2 (Overcoat Exterior - Full Interior Blast & Paint)- Scope of Work

- I. Interior
 - a. Prepare interior steel surfaces to SSPC-SP10 Near White Blast Cleaned Steel
 - b. Apply primer coat of Tnemec series 94H20 Hydro-Zinc at 2.5-3.5 mils DFT
 - c. Apply stripe coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
 - d. Apply intermediate coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
- II. Exterior
 - a. Prepare exterior steel surfaces to SSPC-SP12 Water Jetting at 4000 psi with zero tip
 - b. Spot prime prepared surfaces with Tnemec Series 135-1211 Chem-Build at 3.0-3.5 mils DFT
 - c. Apply primer coat of Tnemec Series 135-1211 Chem-Build at 3.0-3.5 mils DFT
 - d. Apply first coat of Tnemec Series 750-color UVX at 3.5-4.0 mils DFT

CORROSION CONTROL CORPORATION

Steel Tank Maintenance, Painting & Construction Since 1968

- e. Apply finish coat of Tnemec Series 700V-color HydroFlon at 2.0-2.5 mils DFT

We will provide the work described for Option #2 for the lump sum of:

One Hundred Forty-Six Thousand Seven Hundred Fifty Dollars.....\$146,750.00 excluding tax

3. Option #3 (LEAD: Full Blast & Paint Exterior/Interior)*- Scope of Work

- I. Interior
 - a. Prepare interior steel surfaces to SSPC-SP10 Near White Blast Cleaned Steel
 - b. Apply primer coat of Tnemec series 94H20 Hydro-Zinc at 2.5-3.5 mils DFT
 - c. Apply stripe coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
 - d. Apply intermediate coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
 - e. Apply finish coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
- II. Exterior
 - a. Prepare exterior steel surfaces to SSPC-SP6 Commercial Blast Cleaned Steel
 - b. Apply primer coat of Tnemec series 94H20 Hydro-Zinc at 2.5-3.5 mils DFT
 - c. Apply stripe coat of Tnemec series N140/N140F Pota Pox Plus at 4.0-6.0 mils DFT
 - d. Apply first coat of Tnemec Series 750-color UVX at 3.5-4.0 mils DFT
 - e. Apply finish coat of Tnemec Series 700V-color HydroFlon at 2.0-2.5 mils DFT

***Note: This option shall be used for full blast on exterior surfaces if previously painted surfaces contain lead**

We will provide the work described for Option #3 for the lump sum of:

Two Hundred Forty-Four Thousand Dollars.....\$244,000.00 excluding tax

All proposed work for Options #1, #2 and #3 will take about 6-7 weeks to complete excluding separate line items. Please do not hesitate to call me with any questions you may have.

Thank you again for the opportunity to quote this proposal. We hope you find it attractive.

Sincerely,
Corrosion Control Corporation
Matt Hartley
Sales/Estimator

CORROSION CONTROL CORPORATION

Steel Tank Maintenance, Painting & Construction Since 1968

Orchard Hills Tank: Blast and Paint Pricing			
Option	Description	Unit	Total Price
1	Interior: Blast to SSPC-SP10 and Paint, Exterior(No Lead): Blast to SSPC-SP6 and Paint	LS	\$ 214,700.00
2	Interior: Blast to SSPC-SP10 and Paint, Exterior: Blast to SSPC-SP6 and Paint	LS	\$ 146,750.00
3	Interior: Blast to SSPC-SP10 and Paint, Exterior(Lead): Blast to SSPC-SP6 and Paint	LS	\$ 244,000.00

Orchard Hills Tank: Separate Line Items			
Item	Description	Unit	Total Price
1	Tank Logo (One Location)	LS	\$ 6,000.00
2	Remove and Replace interior wet ladder	LS	\$ 8,125.00
3	Replace existing roof hatch with new 30" square roof hatch	LS	\$ 3,150.00
4	Install new 18" aluminum roof vent on existing steel neck	LS	\$ 6,000.00
5	Install new 24" flanged shell manhole	LS	\$ 6,400.00

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Administration of Dental Insurance - UCCI (Hunt Valley, MD) \$28,076.00

Mayor and City Council Action Required:

Requesting approval of United Concordia to administer the dental coverage for FY 2016-17

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_Dental_Administration.pdf

Description

Administration of Dental
Coverage

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: 05/24/2016

TOPIC: Approval of Administration of Dental Coverage for FY 2016-17

Charter Amendment ____
Code Amendment ____
Ordinance ____
Resolution ____
Other x

MOTION: I hereby move for approval of United Concordia (UCCI) to administer the dental coverage for FY 2016-17.

DATE OF PASSAGE: 05/24/2016

EFFECTIVE DATE: 07/01/2016

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF May 24, 2016

Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA X
NEW BUSINESS

Originating Department Human Resources By Karen Paulson

Account No. 7374215 5305 Account/Project Name Dental Administration Fees

Budget Amount \$ 28,076 Account Balance \$ 28,076 Year 16-17 C.I.P. Control No.

Unbudgeted * \$ 0 Source of Funds FY16/17 Budget -General and Enterprise Funds

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>1</u>	<u>Dental Insurance - Administration - UCCI</u>	<u>\$28,076</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	TOTAL VALUE	<u>\$28,076</u>

The above includes the administrative costs anticipated for dental insurance administration for the plan year. United Concordia (UCCI) is the administrator for this plan. UCCI offers a larger network of Dental providers as well as a nationwide network for those participants who live outside of Maryland.

RECOMMENDED VENDOR:

BUSINESS NAME: UCCI

ADDRESS: 11311 McCormick Road

CITY, STATE: Hunt Valley, MD

OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
<u> </u>	<u> </u>	<u>\$</u>
<u> </u>	<u> </u>	<u>\$</u>
<u> </u>	<u> </u>	<u>\$</u>
<u> </u>	<u> </u>	<u>\$</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

COMMENTS

(1) DEPARTMENT MANAGER:

Recommend Approval. This reflects a one-year extension of the current contract. Services will be re-bid for next fiscal year.

Loree Rumbor 5/12/16

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jean T. Miller 5/13/2016

Signature/Date

(3) FINANCE MANAGER:

Recommend Approval

Dea Rose 5/13/16

Signature/Date

(4) CITY ADMINISTRATOR-S RECOMMENDATION:

Recommend Approval

Vala A. Reed
5/13/16

Signature/Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Administration of Medical Claims - United Health Care \$315,777.00

Mayor and City Council Action Required:

Approve UnitedHealthcare to administer the medical claims for FY 2016-17

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_Medical_Administration.pdf

Description

Approval of Administration of
Medical Claims

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: 05/24/2016

TOPIC: Approval of Administration of Medical Administrative Fees for FY 2016-17

Charter Amendment ____
Code Amendment ____
Ordinance ____
Resolution ____
Other x

MOTION: I hereby move for approval of UnitedHealthcare to administer the medical claims for FY 2016-17.

DATE OF PASSAGE: 05/24/2016

EFFECTIVE DATE: 07/01/2016

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF May 24, 2016

Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA X
NEW BUSINESS

Originating Department Human Resources By Karen Paulson

Account No. 727-4200/4205/4210 Account/Project Name 530502 – Medical Admin Fees

Budget Amount \$ 398,508 Account Balance \$ 398,508 Year 16-17 C.I.P. Control No.

Unbudgeted * \$ 0 Source of Funds FY16/17 Budget -Internal Services Fund Revenues

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>1</u>	<u>Administration of medical claims (United Health Care)</u>	<u>\$315,777</u>
<u> </u>	<u> </u>	<u>\$</u>
<u> </u>	<u> </u>	<u> </u>
	TOTAL VALUE	<u>\$315,777</u>

The cost of claims administration will vary slightly throughout the year, based on the number of participants added.
UnitedHealthcare is paid to administer our self-insured healthcare program. This is year three of a three year contract.

RECOMMENDED VENDOR:

BUSINESS NAME: Continue with UnitedHealthcare

ADDRESS:

CITY, STATE:

OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

COMMENTS

(1) DEPARTMENT MANAGER:

Recommend Approval. Final year of contract, services
will be re-bid for next Fiscal Year.

Kmer Parker 5/12/16

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jacqui L. Miller 5/13/2016

Signature/Date

(3) FINANCE MANAGER:

Recommend approval

Patricia 5/13/16

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend approval

Valerie A. Meane
5/13/16

Signature/Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Annual Premium for Specific Stop Loss Insurance - Highmark (Fairfax, VA)
\$307,243.00

Mayor and City Council Action Required:

Request approval of Highmark to administer the stop loss insurance for the medical plan for FT
2016-17

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_Stop_Loss_Administration.pdf

Description

Administration of Stop Loss
Insurance

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: 05/24/2016

TOPIC: Approval of Administration of Stop Loss Insurance for Medical Coverage
for FY 2016-17

Charter Amendment _____
Code Amendment _____
Ordinance _____
Resolution _____
Other x

MOTION: I hereby move for approval of Highmark to administer the stop loss
insurance for the medical plan for FY 2016-17.

DATE OF PASSAGE: 05/24/2016

EFFECTIVE DATE: 07/01/2016

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF May 24, 2016

Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA X
NEW BUSINESS

Originating Department Human Resources By Karen Paulson

Account No. 727-4200/4205/4210 Account/Project Name Reinsurance 530511

Budget Amount \$ 325,306 Account Balance \$ 325,306 Year 16-17 C.I.P. Control No.

Unbudgeted * \$ 0 Source of Funds FY16/17 Budget -Internal Services Fund Revenues

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>1</u>	<u>Specific Stop Loss Insurance - Annual Premium</u>	<u>\$ 307,243</u>
	TOTAL VALUE	<u>\$307,243</u>

The specific stop loss policy begins to pay when an individual claimant's claims reach \$225,000. The recommended vendor for the Stop Loss insurance is to continue coverage with Highmark. Although this continuation with Highmark is an increase of 8% over last year, they were the lowest bid.

RECOMMENDED VENDOR:

BUSINESS NAME: Highmark

ADDRESS:

CITY, STATE: Fairfax, VA

OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
<u>UHC</u>	<u>Elkridge, MD</u>	<u>\$384,575</u>
<u>AIG</u>	<u>Philadelphia, PA</u>	<u>\$308,709</u>
<u>HCC</u>	<u>Wakefield, MD</u>	<u>\$311,208</u>
<u>SunLife</u>	<u>Baltimore, MD</u>	<u>\$308,331</u>

COMMENTS

(1) DEPARTMENT MANAGER:

Recommend Approval - Current carrier is low bid.

Karen Paulson 5/12/16

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jacobs Miller 5/13/2016

Signature/Date

(3) FINANCE MANAGER:

Recommend Approval

Patricia 5/13/16

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Vicki A. Meyer
5/13/16

Signature/Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Payment to Brekford for Speed Camera Contract - Brekford (Hanover, MD)
\$385,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Brekford.pdf
Brekford_Contract_(2).pdf

Description

Consent Form
Brekford Contract

COMMENTS

(1) DEPARTMENT MANAGER:

This amount is to pay Brekford through the end of the existing contract period.

Paul K. 1/5/16
Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jason L. Miller 5/12/2016
Signature/Date

(3) FINANCE MANAGER:

Recommend approval for this purchase through our current contract period. This crosses fiscal years and sufficient funding is included in the FY17 proposed budget for this service.

Michelle Lepl 5/11/16
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Valeria Man 5/13/16
Signature/Date

CITY OF HAGERSTOWN, MARYLAND
Speed Camera Enforcement
Contract # 300001

THIS CONTRACT is between The City of Hagerstown, Maryland (the "THE CITY") and BREKFORD Corporation. (Hereinafter referred to as "BREKFORD" or the "CONTRACTOR"), 7020 Dorsey Road, Hanover, Maryland 21076, dated and effective as of December 17, 2014.

WHEREAS the City's Department of Police proposes to implement a Photo Speed Enforcement Program (the "PROGRAM") in The City of Hagerstown, Maryland; and

NOW, THEREFORE, the City of Hagerstown, MD and BREKFORD agree to the following:

I. BACKGROUND

The Maryland State General Assembly passed Maryland Transportation Law §21-809 in spring, 2009 allowing the use of "photographic speed-monitoring systems". As a result of this legislation, the Maryland Transportation Article includes for the City of Hagerstown use of photographic speed-monitoring systems in its school zones. A photographic speed-monitoring system is a speed-measuring system that works in conjunction with a photographic, video, or electronic camera to automatically measure the speed and produce photographs, video, or digital images of vehicles violating a speed limit or speed restriction.

The goal of the Program must be to ensure the safety of pedestrians and motorists by providing a traffic safety enforcement program specifically focused on school zones, Monday through Friday between the hours of 6am to 8pm.

The City of Hagerstown Department of Police seeks a camera service provider to implement and assist in managing certain aspects of the field operations as well as turnkey back-office support of the Program.

II. SCOPE OF SERVICES

The Contractor must provide all goods and services as described in this Contract, as set forth in the Brekford proposal provided in the submitted proposal by Brekford. (See Brekford's Proposal to the City of Hagerstown)

The Contractor must provide, and be responsible for maintaining and supporting all of its speed camera equipment. The City of Hagerstown will not be financially, or otherwise, responsible for the speed camera equipment placed by Brekford or provided to the City for use under this agreement.

The Contractor must provide a digital file containing information regarding outstanding balances to be used with a collection agency or process of the city's choosing.

III. COMPENSATION

The Contractor shall be compensated under this agreement monthly at \$3500 per system in operation during the billing month. The contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice.

- The Compensation rate is based upon the Contractor's provision of the following goods and services as described below and as delineated in the scope of services:
- Up to (16) portable camera systems – all inclusive of internal power and personnel to service the technology five (5) days a week;
- On-call technical service for the hours of daily operations by the Police Department;
- Initial event review, name and address acquisition, and online police review;
- Initial event review and name and address acquisition of up to 75 events per system per enforcement day; if City has more than one system, the total events can be spread amongst all system. Example System 1 generates 134 events and System 2 generates 10 events; Vendor is still responsible because total events

does not exceed the total allowance of System 1 seventy-five events plus System 2 seventy-five events. If total events exceed 75 events per system allowance, an addition payment will apply:

- 75-100 events per day per system = \$50 per system
- 101-150 events per day per system = \$100 per system
- 151+ events per day per system = \$150 per system
- Online police review;
- Mailing of up to three (3) notices per violation (including late notices);
- Payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, Integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Support of a public web site and training for Police, City and court personnel;
- Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City within 90 days of Notice To Proceed);
- Automated, online reporting capability; and
- *Credit Card Transaction Fees – will be passed through directly to the City each month.*

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within one (1) year after the original Notice to Proceed from the City to BREKFORD.

The Contractor must submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to: Program Director, Department of Police of the City of Hagerstown, MD.

Contractor will continue to collect monies outstanding for citations issued prior to the effective date of Contract #30000. Contractor will be compensated under Contract RFP # 1502.11 dated January 3, 2012 at the 39% of the monthly program payment rate established in Contract RFP # 1502.11.

Monies outstanding under Contract RFP # 1502.11 may be assigned to a collection agency; collection agency fees will be split equal between City and Contractor; net revenue from collection agency will be disbursed at 50% between the City and the Contractor.

The Brekford offers the City of Hagerstown to assist in collections efforts for all outstanding citations owed to the City for speed camera violations. The City of Hagerstown reserves the right to negotiate with Brekford for collection efforts beyond the flagging efforts undertaken by Brekford.

IV. LIQUIDATED DAMAGES

The Contractor will be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809 (3.ii). If the 5% is reached, the Contractor will be required to liquidate up to at least 50% of the fine amount, plus any reimbursements paid by the City.

V. CONTRACT RIDER AGREEMENT

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within the Notice to Proceed from the City of Hagerstown to BREKFORD.

VI. CONTRACT TERM

The effective date of this Contract begins upon signature by the City of Hagerstown, MD. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a two (2) year period. Contractor must also perform all work in accordance with time periods stated in Brekford's proposal. The City may exercise this option to renew this term two (2) times for one (1) year each. The optional renewal will automatically occur unless either party notified the other sixty (60) days before the end of the term.

VII. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into, and made part of, this Contract and are listed in order of legal precedence below in the event of a conflict in their terms: 1) The terms contained in this Contract document; 2) Any amendments made and agreed to by the contract; and, 3) Contractor's "PROPOSAL" submitted to, and adopted by the City of Hagerstown, MD

VIII. REFUNDS

If the City provides a refund of fees paid to the City for a ticket or tickets, Brekford shall promptly deliver to the City 39% of the refund, if Brekford was paid for the ticket or tickets (to be) refunded.

IX. TERMINATION BY DEFAULT

Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party.

X. ERRONEOUS TERMINATION

The City may terminate the contract with the Contractor if more than 5% of the all potential violations in a calendar year are found to be erroneous. These erroneous reasons include: a recorded image of a registration plate that does not match the registration plate issued for the motor vehicle in the recorded image, a recorded image that show a stopped vehicle or no progression, an incorrectly measured speed for a motor vehicle, a measured speed of a motor vehicle that is below the threshold speed, a recorded image that was taken outside of the hours and days that speed monitoring systems are authorized for use in school zones, & a recorded image that was taken by a speed monitoring system with an expired calibration certificate. These potential reasons are stated in §21-809 (3.ii) and does not include that a citation is an erroneous violation based solely on the dismissal of the citation by a court.

XI. WARRANTIES

Contractor represents and warrants that it will perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor will comply with all applicable laws, rules and regulations in performing services under this Agreement.

XII. RADAR MAINTAINANCE

The Contractor will be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events;

- Before initial installation of a speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the City, and written documentation will be sent to the vendor. This laboratory will not change unless the Contractor is notified in writing.

XIII. INDEPENDENT CONTRACTORS

With respect to each other, contractor and the City are independent contractors, and neither party nor their respective officers, agents, or employees shall be deemed to be employed by the other party for any purpose, nor shall either party be deemed to partner, joint venture or anything other than independent contractors.

XIV. GOVERNING LAW

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in Washington County, the State of Maryland.

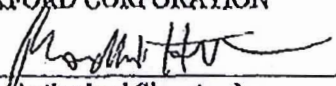
XV. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties herein have entered into this CONTRACT as the date executed by The City's Mayor.

BRICKFORD CORPORATION

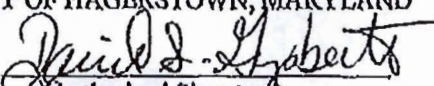
By: 
(Authorized Signature)

Typed: Rodney W. Hillman

Title: President and COO

Date: 12/19/14

CITY OF HAGERSTOWN, MARYLAND

by: 
(Authorized Signature)

Date: 12/17/14

RECOMMENDED:

By: _____

Date: _____

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of FY17 Add-on Purchase - Pierce Aerial Truck - Atlantic Emergency Solutions (Manassas, VA) \$1,234,801.00 (Stationed at Western Enterprises Fire Company)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_Aerial_Truck.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: May 24, 2016

TOPIC: APPROVAL OF PURCHASE – Aerial Ladder Truck Stationed at
Western Enterprise Fire Company

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of the purchase of an aerial ladder truck from Atlantic Emergency Solutions for \$1,234,801.00 plus apparatus to fit-out the vehicle for a total amount not to exceed \$1,400,000.00 with the following sources of funds:

Funding of \$1,250,000.00 is included in the 2017 General Obligation Bond Issue. The Western Enterprise Fire Company will provide the remaining funding of up to \$150,000.00.

DATE OF PASSAGE: 05/24/2016

EFFECTIVE DATE: 05/24/2016

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of _____**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Fire By: Steve Lohr, Fire Chief
Account Number: 4512001-5842 Account / Project Name: Truck 4 replacement
Budget Amount: 1,250,000 Account Balance: _____ Year: 17 CIP Control No. C0010
Unbudgeted \$: 150,000 Source of Funds: City Bond/Western Enterprise Fire Co. - *Future 2017 Bond Issue.*

Quantity	Description	Value
1	2017 Arrow XT Tractor Drawn Aerial Ladder truck, With prepay options, the final price is reduced to.... (The original cost is 1,351,083.00)	1,234,801.00

TOTAL VALUE OF PROJECT: 1,234,801.00

ABOVE TO BE USED FOR:

Replacement of 1997 Simon Duplex/Aerial Innovations Tractor drawn aerial ladder truck

Stationed at Western Enterprise Fire Company

Recommended Vendor:

Business Name: Atlantic Emergency Solutions

Address: 12351 Randolph Ridge Lane

City, State: Manassas, Virginia

Bid/Proposal/Quote No.: Proposal P1573.15

OTHER VENDORS:

Firm	City/State	Total Amount
n/a		

(1) Department Manager

THIS ADD ON PURCHASE PROVIDES A ONE-TIME OPPORTUNITY TO REDUCE THE PROCUREMENT PRICE OF AN IDENTICAL FRONT LINE AERIAL LADDER TRUCK WITH NEGOTIATED SAVINGS THAT WILL NOT BE AVAILABLE AFTER MID-JULY OF THIS YEAR. THIS ALSO AVOIDS THE DIRECT AND INDIRECT COSTS OF A FULL RFP IF THIS PURCHASE IS DEFERRED TO THE ORIGINAL FY 13 DATE.

[Signature]

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

[Signature: Joann Miller]
5/12/2010

Signature / Date

(3) Finance Manager:

Recommend approval.

[Signature: Michelle Hopen]

Signature / Date

5/11/10

(4) City Administrator's Recommendation:

Recommend Approval

[Signature: Vicki A. Meyer]
5/12/10

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Memorandum of Understanding for the Restoration of the Saylor House in Kiwanis Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Restoration_of_the_Saylor_House_in_Kiwanis_Park.pt_1_of_2.pdf

Approval of a Memorandum of Understanding for the Restoration of the Saylor House in Kiwanis Park

Restoration_of_the_Saylor_House_in_Kiwanis_Park.pt_2_of_2.pdf

Approval of a Memorandum of Understanding for the Restoration of the Saylor House in Kiwanis Park

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Approval of a Memorandum of Understanding for the Restoration of the Saylor House in Kiwanis Park

Charter Amendment
Code Amendment
Ordinance
Resolution
Other

 X

MOTION: I hereby move for the approval of a Memorandum of Understanding (MOU) between the City of Hagerstown and the Washington County Historical Trust and the Antietam Conococheague Watershed Alliance for the use and restoration of the stone "Saylor House" in Kiwanis Park. The City's financial contribution toward the restoration is \$10,000 for architectural plans (from operating funds) and the balance of Program Open Space funds for site utilities and walking path.

Date of Passage: 5/24/2016

Attachment: MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HAGERSTOWN
AND
THE WASHINGTON COUNTY HISTORICAL TRUST AND
ANTIETAM-CONOCOCHIEAGUE WATERSHED ALLIANCE

Date: _____

This Memorandum of Understanding ("MOU") by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and **The Washington County Historical Trust, a Maryland not-for-profit organization** which seeks to raise awareness and preservation of historical resources in Washington County, Maryland and the **Antietam Conococheague Watershed Alliance, a Maryland not-for-profit organization** focused on the care and protection of the Antietam Creek & Conococheague Creek Watershed (hereinafter collectively referred to as "User"), defines the terms and conditions under which the parties shall agree for the purpose of the use and restoration of the old stone dwelling located on property owned by the City, known as the *Saylor House*.

RECITALS

WHEREAS, the City owns property at the end of Dynasty Drive, known as Kiwanis Park; and

WHEREAS, there is an old stone dwelling located on the grounds of Kiwanis Park known as the *Saylor House*; and

WHEREAS, the parties recognize the historical value of the Saylor House, and share a mutual desire to see the house preserved, restored, and utilized as a meeting place for various educational and historical programs; and

WHEREAS all parties agree that the primary goal of this MOU is to achieve completion of restoration of the Saylor House which will enable User to apply for a use and occupancy permit; and

WHEREAS all parties agree to cooperate and use reasonable good faith efforts to successfully complete restoration of the Saylor House; and

WHEREAS, in consideration for User undertaking completion of work necessary to 1) bring the building into compliance with current applicable building codes and 2) enable the issuance of a use and occupancy permit, the City intends to enter into a lease with User, with the City in the position of landlord, and User as the tenant, substantially in a form as is attached hereto as Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

1. **Incorporation of Recitals.** The Recitals above are hereby incorporated into this MOU as substantive provisions.
2. **Description of Premises.** City agrees to allow User *exclusive use* of the old stone dwelling located on the grounds of Kiwanis Park known as the *Saylor House* and as more particularly shown in Exhibit B, referred to in this MOU as "Premises" for the sole purpose of restoration and renovation of the Premises.

Exclusive Use means that User is the sole user of the Premises as set forth herein. City shall not authorize others to use the Premises without User's written consent.

3. **Terms of MOU.** The term of this MOU shall be eighteen (18) months commencing from the date first written above.
4. **Timeline.** The parties agree that the timeline below represents a general outline of the necessary steps in anticipated chronological order and anticipated timing:
 - a. May/June 2016: Enter into a Memorandum of Understanding
 - b. June/July 2016: Initial clean-up, assessment, and planning
 - c. Summer 2016: Obtain architectural and structural drawings
 - d. September/October 2016: Obtain plan approval and permits from the City
 - e. Fall 2016: First stage of construction.
 - i. Extend utilities to the Premises
 - ii. Begin work on structure and roof
 - iii. Begin restroom construction
 - f. Spring 2017: Second stage of construction.
 - i. Complete structural work
 - ii. Install HVAC/electrical
 - g. Spring/Summer 2017: Obtain use and occupancy permit
 - h. Summer 2017: transition from MOU to lease
 - i. Summer/Fall 2017: work on interior finishing details using educational demonstrations
 - i. Plastering
 - ii. Woodwork restoration and repair

5. **City Responsibilities.**

- a. **CONTRIBUTION TO ARCHITECTURAL AND STRUCTURAL DRAWINGS.** City agrees to contribute Ten Thousand Dollars (\$10,000.00) toward obtaining architectural and structural drawings for the Premises.
- b. **UTILITY EXTENSION.** Upon completion of architectural and structural drawings, and User obtaining plan approval, City will extend water, sewer, and electrical services from the end of Dynasty Drive to the face of the Premises. To the extent that appropriate installation requires the City to obtain any easements over property that is not owned or controlled by the City, the City will make reasonable efforts to obtain all necessary easements. Completion of utility extension is contingent upon obtaining all necessary easements.

- c. **PATHWAY.** Upon completion of architectural and structural drawings, and User obtaining plan approval, City will install an ADA-compliant pathway from the parking lot for Kiwanis Park, extending to the restroom site and entrance to the Premises, as more particularly shown in Exhibit B.
- d. **GROUND.** City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.
- e. **SIGNAGE.** City shall assist User in designing and developing signage explaining the nature of the project at the sole discretion of the City.

6. User Responsibilities.

- a. **ACCESS.** Within thirty (30) days of executing this MOU, User shall secure the Premises to prevent access by unauthorized persons.
- b. **SIGNAGE.** Within thirty (30) days of executing this MOU, User shall obtain and display signage indicating its involvement in the restoration of the Premises, the on-going nature of the restoration, as well as display contact information for its organizations.
- c. **PLANS.** User shall obtain architectural and structural drawings for the Premises, and shall ensure that all plans meet City ordinances and codes, to include current building codes as applicable.
- d. **PREMISES.** User shall be responsible for restoration and maintenance of the Premises. Restoration shall include obtaining architectural and structural drawings, preparing a plan detailing the work necessary to bring the Premises into sufficient condition for the issuance of a use and occupancy permit, and completing, or hiring subcontractors to complete, the work necessary to effectuate the plan.
- e. **WILDLIFE.** User shall refrain from engaging in any activity which disturbs the wildlife in the park.
- f. **PUBLIC ENJOYMENT.** User shall take reasonable steps to ensure that its use, maintenance, and restoration of the Premises shall not interfere with the public use and enjoyment of the Kiwanis Park grounds.
- g. **SAFETY.** User assumes full responsibility for inspecting the Premises at the time of its use thereof to ensure that the conditions are safe for the activity planned. User shall be solely and exclusively responsible for the safety of its participants.

7. Program Responsibility. User has sole responsibility for the use and activities anticipated by this MOU. User may not discriminate based on race, color, creed, national origin, or gender in connection with these activities. It is anticipated and expected that User will maintain programmatic responsibility to make this structure a community asset.

8. Ownership of Improvements. All permanent improvements to the Premises are the property of the City. Permanent improvements or fixtures may not be made or attached to the Premises or any portion thereof without prior written consent of the City.

9. **Insurance.** User will obtain and maintain a policy of general contractor's insurance in a commercially reasonable amount covering personal injury, property damage, and general liability during the use, operation, and restoration of the Saylor House. The said policy shall name the City as an additional insured and User shall provide a certificate of insurance to the City upon the execution thereof, and upon request of the City at any time thereafter.
10. **Hold Harmless.** User will indemnify and hold the City harmless from all loss, liability, costs, or damages that may occur or be claimed with respect to any person or property, as a result of User's use, maintenance, or restoration of the Premises, including any act or omission by User, its subcontractors, agents, servants, volunteers, participants, customers, invitees, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost, or damages occurring to the Premises as a result of User's use, maintenance, or restoration of the Premises.
11. **Damage to Personal Property.** User is responsible for all personal property kept, stored, or placed on the Premises in conjunction with User's use, maintenance, and restoration of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.
12. **Assignment or Sublease.** User may not assign the MOU or sublease the Premises.
13. **Liens and Encumbrances.** User may not encumber the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by virtue of this MOU. This MOU is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.
14. **City Assistance.** Nothing in this MOU shall prohibit the User from requesting the City provide additional services or support, nor prohibit the City from providing additional services or support at the sole discretion of the City.
15. **Notices.** Any notices sent to the parties shall be to the following addresses:
- | | |
|---------------------------------|----------------------|
| <i>City:</i> City of Hagerstown | <i>User:</i> |
| Dept. of Engineering & Parks | _____ |
| 1. E. Franklin Street | _____ |
| Hagerstown, MD 21740 | Hagerstown, MD 21740 |
16. **Current Contact Information.** User shall indicate an individual who has primary responsibility for scheduling and overseeing use, maintenance, and restoration of the Premises. USER will provide the City with a current address and telephone number for that individual.
17. **Default.** It shall constitute default if the User fails to use the premises for its intended purpose or fails to abide by the terms of this MOU. Upon receiving written notice from the City of default, User shall have seven (7) days to come into compliance with this

MOU, unless a longer period is agreed to by the parties. If User fails to cure the default after receiving notice, the City may terminate this MOU immediately.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this MOU, and do hereby execute this MOU as of the date first written above.

ATTEST:

THE CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor Date
City Hall
One East Franklin Street
Hagerstown, Maryland 21740

ATTEST:

WASHINGTON COUNTY HISTORICAL TRUST

BY: _____

ATTEST:

ANTIETAM-CONOCOCHEAGUE WATERSHED
ALIANCE

BY: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on _____ day of _____, 201_, between THE CITY OF HAGERSTOWN, MARYLAND, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "Landlord", and WASHINGTON COUNTY HISTORICAL TRUST, a Maryland not-for-profit organization and ANTIETAM-CONOCOCHIEAGUE WATERSHED ALLIANCE, hereinafter collectively called "Tenant".

SECTION 1 **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and Tenant hereby leases from Landlord all of the Saylor House, Hagerstown, Maryland specifically designated, described, and known as the old stone structure located on the grounds of Kiwanis Park, consisting of approximately _____ () net square feet more or less (hereinafter called the "Premises").

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for an initial term of Five years (60 months) beginning on the _____ and terminating on the _____ at and for rental as set forth in Section 3-Rent.

Thereafter, the Tenant is given, and shall have, the option to renew this lease on the basis of three (3) five (5) year extensions for a total of fifteen (15) additional years.

However, in order to renew this Lease, as outlined above, Tenant must give Landlord notice in writing sixty (60) days prior to the termination of the term, of its desire to renew pursuant to the terms and conditions contained in this Lease Agreement. Additionally, Tenant shall not be in default of any provision of this Lease. In the event Tenant elects not to renew this Lease in accordance with the three (3) extension periods outlined herein, it shall provide Landlord with six (6) months written notice in advance of its intent not to exercise its right to extend the Lease prior to the termination of the then current term.

SECTION 3 **RENT**

During the initial term of the lease, as well as any extension periods, the rent shall be paid by the Tenant at a rate of one dollar (\$1.00) per annum.

SECTION 4
USE FEES: UTILITIES

Tenant shall be responsible for paying for electricity, gas, heating, and all utilities except as provided herein. Tenant shall place the account for said utilities in its name and same shall be payable directly by Tenant to the applicable utility provider.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area.

Landlord shall furnish water, sewer, and trash collection to the premises in question.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5
COMPLIANCE TO MAINTAIN INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond its current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Annual Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting insurance risk.

SECTION 6
MAINTENANCE

Tenant agrees to keep the Premises and appurtenances thereto in good repair and will make all ordinary and replacement repairs at its expense. Landlord agrees to be responsible for exterior maintenance and make any and all structural repairs required.

SECTION 7
ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual and customary decorating of the premises, nor shall it be construed to deny the

Tenant the right to complete projects which were approved by the Landlord prior to the Parties entering into the initial Lease.

SECTION 8

COMMENCEMENT OF THE TERM/OCCUPANCY

This Lease agreement shall become effective upon the execution of the duly authorized signatories of the Landlord and Tenant as same may be applicable.

SECTION 9

USE

The premises demised shall be used by the Tenant solely for the purpose of Washington County Historical Trust and Antietam-Conococheague Watershed Alliance Offices and any related business activities and/or educational activities sanctioned by either the Washington County Historical Trust or the Antietam-Conococheague Watershed Alliance. Tenant has a duty to maintain programmatic responsibility to make this structure a community asset and will offer to the public no fewer than eight (8) activities/events annually. No other use may be made of the premises unless same is approved in writing by the Landlord in its sole and absolute discretion.

SECTION 10

SIGNS

Tenant shall be permitted to install the name of Tenant and its affiliated operation on any interior walls and partitions upon the approval of Landlord. Tenant shall have sole discretion over interior signs relating to educational programs and/or displays. Tenant may not erect or place any long-term signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord, in its sole and absolute discretion.

For purposes of this Lease, "long-term signs" shall be defined as signs which are permanently affixed to the Premises, or the grounds of the Premises, or signs which are intended to remain in place overnight or longer.

SECTION 11

ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without written approval from Landlord, in its sole and absolute discretion.

SECTION 12

INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord, its agents, servants, employees, officers, or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims, or fines of whatsoever nature

or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured in the amount of \$1,000,000.00. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised premises only. Said policies shall provide for at least 30 days notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to the Landlord and shall be kept current.

SECTION 13

QUIET ENJOYMENT: SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 14

INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours. In the event that Tenant does not elect to renew this Lease at any time, then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 15

FIRE DAMAGE

In the event the Premises is damaged by fire, storm, the elements, act of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall determine in its sole and absolute discretion whether to restore such portion of the premises so injured or damaged. The annual rent shall abate proportionately on such part of the premises as may have been rendered untenable until such time as such part shall be fit for Occupancy, if at all, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the premises is injured or damages by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening.

In the event of untenability, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for the use(s) contemplated herein.

SECTION 16
DEFAULT OF TENANT: REMEDIES OF LANDLORD

It is further agreed and understood that if any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and determine, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to Quit or Demand for Possession.

In the event that there is a default or a violation of any other provisions of this Lease other than non-payment of rent, then and in said event, the Landlord shall give the Tenant thirty (30) days notice in which to correct said violation. If same is not corrected within thirty (30) days, the relationship of Landlord and Tenant, within the absolute discretion and option of the Landlord, shall cease and determine without further notice.

SECTION 17
TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of a term. **HOWEVER**, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered on a month to month basis.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to formally approve the execution of this Lease and the provisions hereof. In the event that said approval should not become effective by virtue of a referendum or some other methodology by operation of law, then in said event, this agreement is null and void of no effect.

It is agreed that the necessary approval required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
PARKING

No parking is provided under this Lease, but public parking is available in parking areas adjacent to the Premises.

SECTION 20
SMOKING

No smoking will be permitted on the premises by the public unless approved by the Landlord in writing.

SECTION 21
APPROVALS

Any approvals required under the provisions of this agreement by Landlord shall be as duly authorized by the Mayor and Council of the City of Hagerstown as its duly constituted legislative body at a public meeting.

SECTION 22
NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing. The first business day following the date of depositing or date of personal delivery, being taken as the date of the giving of such notice.

City of Hagerstown:

City Administrator
City of Hagerstown
City Hall
Hagerstown, MD 21740

Washington County Historical Trust:

Hagerstown, MD 21740

Antietam-Conococheague Watershed
Alliance:

Hagerstown, MD 21740

SECTION 23
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge, and deliver any and all further documents and instruments that may be required or necessary to carry out and effectuate the purpose of this Agreement or any provisions contained herein.

SECTION 24
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 25
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

SECTION 26
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 27
MISCELLANEOUS

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any ordinances required as indicated, and upon the adoption of this agreement by formal action of the Mayor and Council.

This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the contract shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor

ATTEST:

**WASHINGTON COUNTY
HISTORICAL TRUST**

, Secretary

BY: _____
, President

ATTEST:

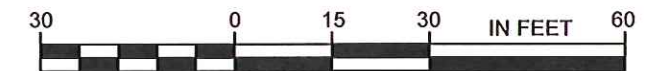
**ANTIETAM-CONOCOCHEAGUE
WATERSHED ALLIANCE**

, Secretary

BY: _____
, President

DRAFT

MAY 19, 2016



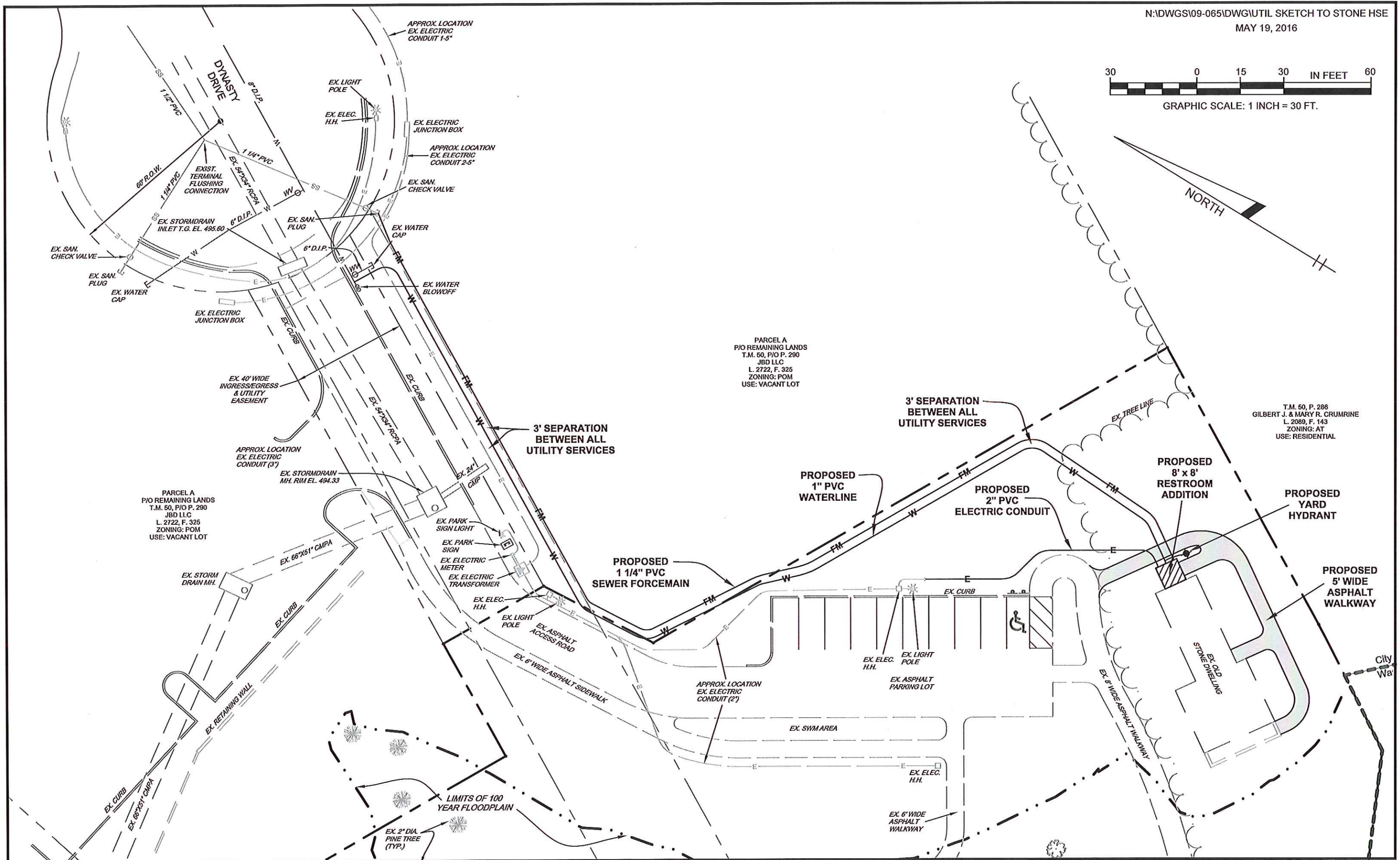
GRAPHIC SCALE: 1 INCH = 30 FT.

NORTH

PARCEL A
P/O REMAINING LANDS
T.M. 50, P/O P. 290
JBD LLC
L. 2722, F. 325
ZONING: POM
USE: VACANT LOT

T.M. 50, P. 288
GILBERT J. & MARY R. CRUMRINE
L. 2089, F. 143
ZONING: AT
USE: RESIDENTIAL

PARCEL A
P/O REMAINING LANDS
T.M. 50, P/O P. 290
JBD LLC
L. 2722, F. 325
ZONING: POM
USE: VACANT LOT



**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of the Development of National Road Park - 806 West Washington Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

National_Road_Park.pt_1_of_2.pdf

National_Road_Park.pt_2_of_2.pdf

Description

Approval of the
Development of "National
Road Park"

Approval of the
Development of "National
Road Park"

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Approval of the Development of "National Road Park"

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the development of a park at 806 West Washington Street and hereby designate the name as "National Road Park". This action provides for the creation and long-term maintenance of the park. I further move to approve the attached exhibit dated May 19, 2016 as the overall improvement plan for the park.

I authorize the purchase of Berliner ropes-based play apparatus and associated materials and freight from the regional vendor "Designed for Fun" in the amount of \$105,456.

I further authorize staff to construct improvements funded by Community Development Block Grant funds approved in the FY 16/17 budget.

DATE OF PASSAGE: 5/24/2016

Attachment: * Plan

* "Design for Fun" quote



We Design and Build
Successful Playgrounds

Quote

To:
Hagerstown Township
One East Franklin Street
Hagerstown, MD 21740

Today's Date: Thursday, May 12, 2016
DFFI Quote #: 61925R2
Expiration: 90 Days
DFFI Project Name: National Road Playground

For:
Berliner Spaceball Combination, Embankment Slide, and PlaygroundGrass Surfacing
Supplied w/Supervised Installation

Contact:	Phone:	Email:	Project Location:
David Haddaway	(215) 675-4718	Dffi.Dave@verizon.net	~ 804 W Washington St, Hagerstown, MD 21740

Qty/Unit:	Item:	Description:	Unit Cost:	Line Total:
1 Unit	Spaceball Combination	Berliner Play Equipment – Univers – Custom “Large Spaceball Combination” (ref. drawing USP.01892 dated 2/17/16) w/Jungle Bridge, (2) Access Nets, Inverted Ladder, Rung Bridge, Layaway Walk, Rubber Bridge, (2) Triangular DDPE Platforms	82,896	82,896
1 Lot	Slide	Berliner custom made “Double-wide Stainless-steel Embankment Slide”	8,360	8,360
640 SF	PlaygroundGrass	ForeverLawn PlaygroundGrass & support materials for mound	6,600	6,600
1 Lot	Freight	Includes delivery and storage at DFFI's PA warehouse and transfer to site	4,700	4,700
1 Lot	Supervision	Certified professional supervision of township's installation	2,900	2,900
PACKAGE PRICE:				\$105,456

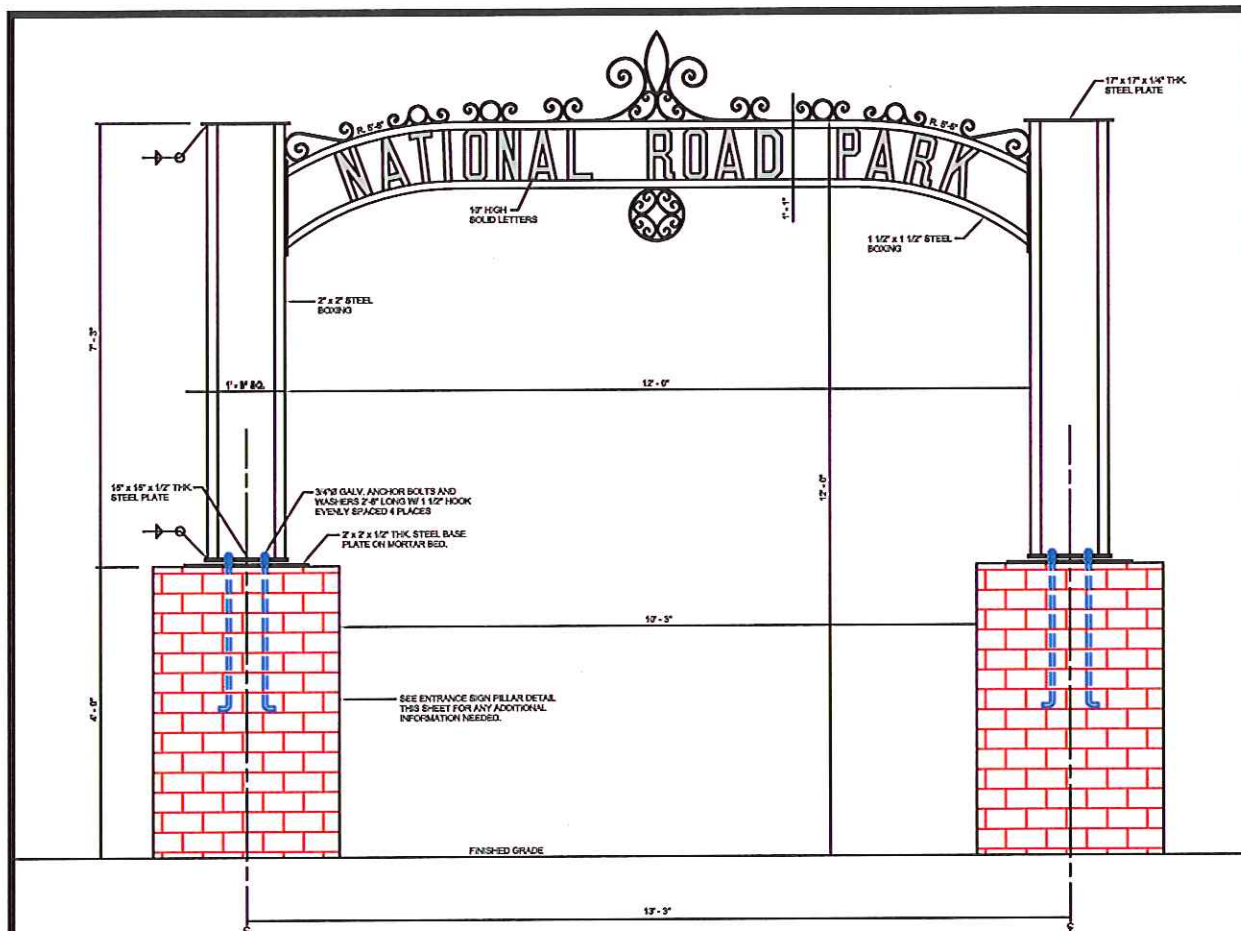
Terms & Conditions:

- A 50% deposit payment is regarded as acceptance of our terms & conditions and is required to reserve position in the manufacturing, delivery, and installation schedules.
- Remaining balance is due upon completion of the installation unless completion extends beyond 30 days from the time it is ready to commence; in which case, a partial payment of 25% is required with the remaining 25% Retainage due upon final completion.
- Allow for 14 weeks lead-time for delivery and 2 weeks for mobilization and installation (3days+4days), for a total of 16 weeks
- Pricing is based on the specified custom design, standard colors, and direct embedment installation; modifications and changes will affect the price accordingly.
- All the colors on the color charts are standard; please make selections for the Balls, Frame, and Rope from Berliner's Color Chart and a Roto-molded plastic color selection for the slide from the Henderson Recreation Equipment Color Chart.
- Supervised installation includes the supply and delivery of equipment, layout, and hands-on technical advisement and tool usage throughout the installation process.
 - Township is responsible for providing adequate labor force and machinery for excavation, erection, and assembly efforts.
 - Digging machine, concrete supply, and minimum 3 man crew is required for 2-3 days to set foundations and build mound
 - Relocation, Removal, and Disposal of excavated spoils are the townships responsibility
 - Upon the concrete's curing, a hoisting machine and minimum 3 man crew is required for 3-4 days for assembly.
 - Township is responsible for contacting DigSafe-like service to ensure digging is safe. Any damage or subsequent injury as a result of accidental contact with unmarked utilities is the responsibility of the property owner.
 - Township is also responsible for providing any and all fencing and safety surfacing, etc.

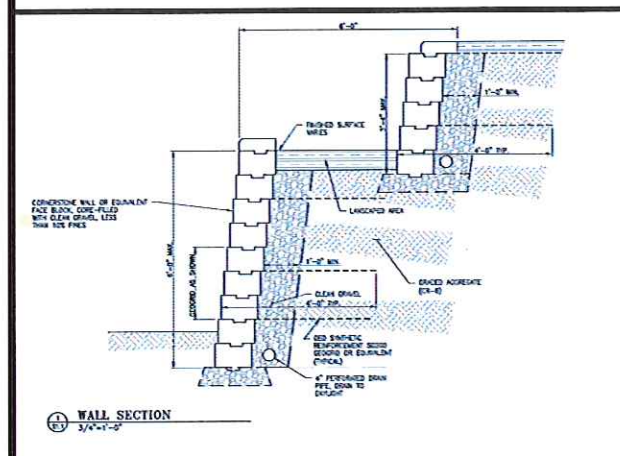
Thank you for this opportunity!

Designed For Fun, Inc.

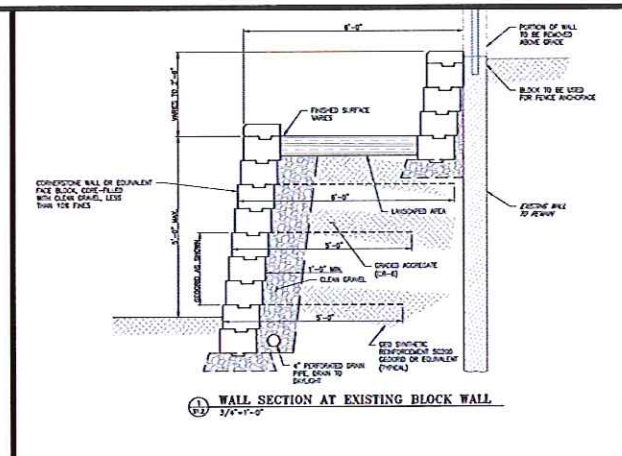
PO Box 883 Doylestown, PA 18901, Phone (866) 464-7529 Fax (215) 675-8702 Design@DesignedforFun.com



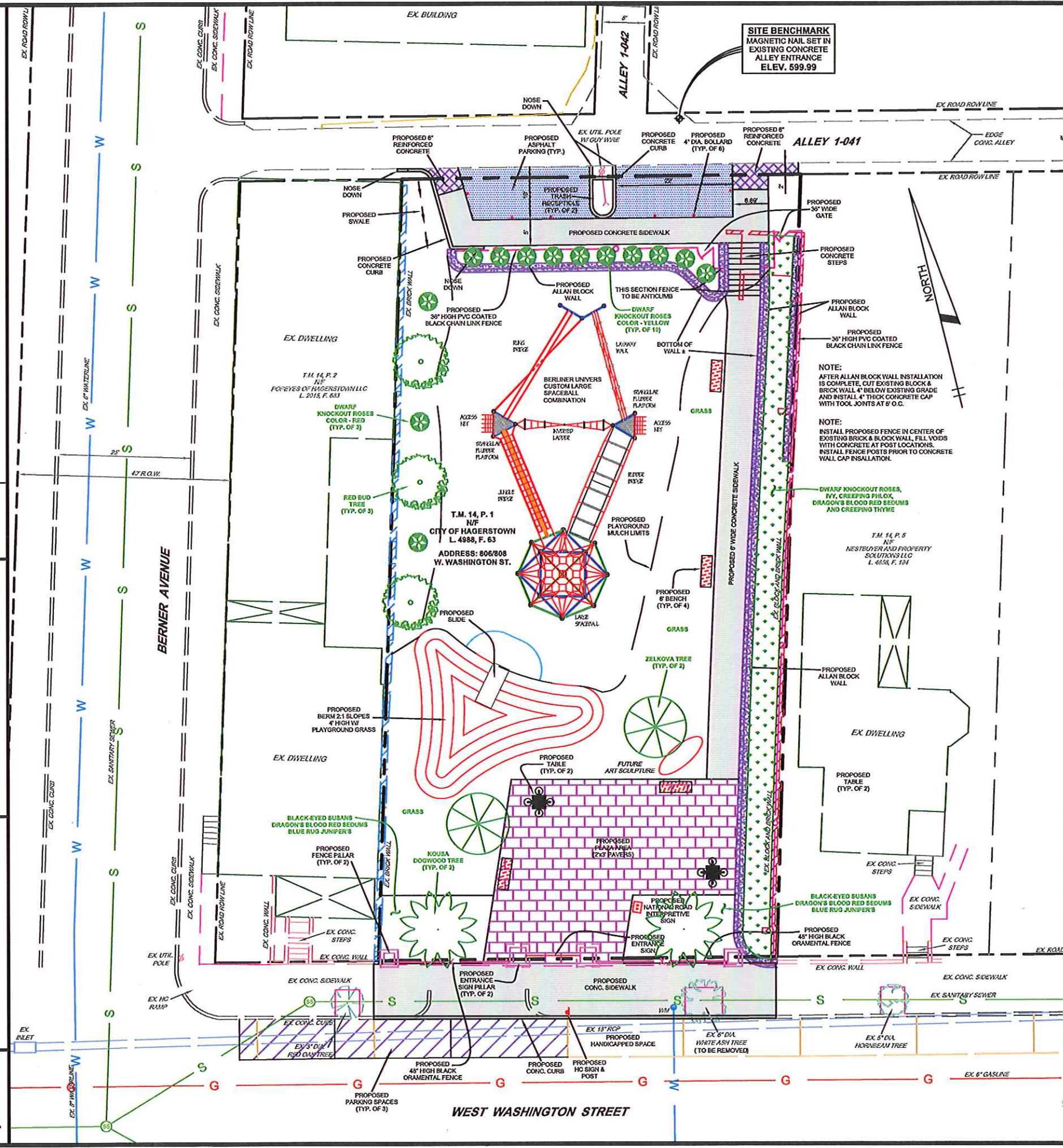
ENTRANCE SIGN DETAIL
SCALE: 3/4" = 1'-0"



1 WALL SECTION
3/4" = 1'-0"



2 WALL SECTION AT EXISTING BLOCK WALL
3/4" = 1'-0"



NATIONAL ROAD PARK EXHIBIT
(806/808 W. WASHINGTON STREET)
NOT TO SCALE

MAY 19, 2016

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Contract for the 2016 Pavement Preservation Program - Craig Paving, Inc.
(Hagerstown, MD) Not To Exceed \$1,175,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2016_Pavement_Preservation_Program.pdf

Description

Approval of Contract for the
2016 Pavement
Preservation Program

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Approval of Contract for the 2016 Pavement Preservation Program

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the approval of a contract with Craig Paving, Inc. of Hagerstown, MD in the amount of \$1,175,000.00 for the 2016 Pavement Preservation Program. The project also includes \$50,000 for pavement markings, and \$5,000 for testing and miscellaneous items. Funding for the project is Highway User Revenue in the amount of \$1,200,000 and Parking Funds in the amount of \$30,000.

DATE OF PASSAGE: 5/24/2016

Attachment: Purchase Form

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 5/24/16**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Parks and Engineering By: Rodney Tissue, City Engineer
Account Number: 4509004 5594 C0025 Account / Project Name: 2016 Pavement
5685001 5894 C0857 Preservation Program
Budget Amount: \$1,230,000 Account Balance: \$1,230,000 Year: 16/17 CIP Control No. 025
Unbudgeted \$: None Source of Funds: Highway User Revenue (\$1,100,000), Parking Funds
(\$15,000), CIP Fund Balance (\$100,000)

Quantity	Description	Value
Lump Sum	Pavement Preservation	\$906,876.10
Lump Sum	Extra work beyond work in bid	\$268,123.90

TOTAL VALUE OF PROJECT: NTE \$1,175,000

ABOVE TO BE USED FOR:

Pavement Preservation includes milling and paving portions of several streets (see attached list),
repair of several large patches to correct isolated deteriorating areas (see attached list), slurry seal
(see attached list), and crackfilling (see attached list).

Recommended Vendor:

Business Name: Craig Paving, Inc.
Address: 118 Hump Road
City, State: Hagerstown, MD 21740
Bid/Proposal/Quote No.: 16-PP-05

OTHER VENDORS:

Firm	City/State	Total Amount
Huntzberry Brothers, Inc.	Smithsburg, MD	\$969,295.00

(1) Department Manager

Staff recommends the award of this year's contract to *Craig Paving* of Hagerstown, MD in the amount NTB \$1,175,000. Work will be added to the contract by staff to complete as much pavement preservation as possible within this budget.

Funding sources as follows:

Highway User Revenue - \$1,200,000 (CIP 025)
Parking Funds -\$30,000 (CIP 857)
TOTAL BUDGET: \$1,230,000

Expenditures are as follows:

Paving Preservation contract	\$1,175,000
Pavement Markings (see other form)	\$ 50,000
Testing/Miscellaneous	\$ 5,000
TOTAL	\$1,230,000

Proff 5/12/16

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason L. Miller
5/13/2016

Signature / Date

(3) Finance Manager:

Recommend approval

DR 5/13/16

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Valerie A. Means
5/13/16

Signature / Date

2016 CRACK FILLING LOCATIONS - LISTED BY PRIORITY
Contract 16-PP-05

STREET	LOCATION
<i>All "Sherry" Streets</i>	<i>See other list</i>
Market House Parking Lot	<i>(charge parking fund, need to keep quantity separate)</i>
Salem Avenue	West Side Avenue to Burhans Boulevard
Connecticut Avenue	Rhode Island Avenue to Marshall Street
Wyoming Avenue	Connecticut Avenue to Salem Avenue
Prospect Avenue	Potomac Street to Pennsylvania Avenue
Memorial Boulevard	Frederick Street to Summit Avenue
Cannon Avenue	Eastern Boulevard to Franklin Street
Lindsey Lane	entire loop
Fairchild Avenue	Irvin Avenue to Beechwood Avenue
West Irvin Avenue	Pennsylvania Avenue to Wayne Avenue
Matthew Court	entire street
Benjamin Place	Entire street
Wesel Boulevard	Burhans Boulevard to light pole #27
Monet Drive	entrance road portion only
Langley Drive	Mt Aetna Road to Edgewood Drive
Chantilly Court	entire court
Abbey Lane	Winston Drive to city limits
Winston Drive	Abbey Lane to Thames Street
South Mont Valla	Washington Street to the dead end
Ross Street/Merrbaugh Circle	Washington Street to Washington Street
Lanvale Street	Ross Street to Elgin Boulevard
Buena Vista Avenue	Washington Street to Ross Street
Woodpoint Avenue	Route 58 to 150' north of Church Street
Church Street	Potomac Street to Burhans Boulevard

- NOTES:
1. Streets will be crackfilled in the order shown above until 40,000 pounds of material is used. The remaining streets will be postponed. Central Lot does not count toward the 40,000 pound limit.
 2. If the Contractor encounters areas of excessive cracking, they shall contact the Inspector to determine how the area should be addressed

Last Revised April 11, 2016

2016 ISOLATED PATCH LOCATIONS - LISTED BY PRIORITY
Contract 16-PP-05

STREET	LOCATION	APPROXIMATE TOTAL PATCH SIZE (W X L X D)	ESTIMATED QUANTITIES		
			(Item 508) HMA SURFACE (tons)	(Item 509) HMA BASE (tons)	(Item 510) DENSE GRADED AGGREGATE (tons)
Potomac Street	North of Franklin Street	35' X 50' X 3"	32	--	--
Northern Avenue	Westbound left left at 800 & 932	12' X 50' X 3"			
Nottingham Road	House #208 to Church Street (old trench)	(each)	22	--	--
Wesel Boulevard	Patch near Lowes store entrance across all lanes	6' X 475' X 4"	68	--	--
Wesel Boulevard		6' X 70' X 3"	8	--	--
Wesel Boulevard	Heister Street left most southbound lane	15' X 250' X 6"	45	90	--
Wesel Boulevard	Island near Burhans	15' X 100' X 6"	18	36	--
Wesel Boulevard	South of Harbor Freight entrance	15' X 40' X 6"	8	15	--
Diamond Drive	at Cameo Drive	12' X 12' X 4"	4	--	--
Winston Drive	Sunken area in front of 1913	40' X 20' X 4"	20	--	--
Londontowne Drive (east of Fairmeadows Blvd.)	patch and overlay from Fairmeadows Boulevard to city limits	15' X 50' X 4" patch	60	10	--
Londontowne Drive (west of Fairmeadows Blvd.)	Near Fairmeadows Boulevard,	30' X 100' X 4"	72	--	--
East Memorial Boulevard	Westbound between stadium entrances and eastbound to box culvert	30' X 600' X 3"	325	--	--

Sycamore Street	At South Street (include 20' South Street) and adjust manholes as needed	24' X 70' X 3"	50	---	---
West Antietam Street	Eastbound west of dry bridge	6' X 100' X 3"	12	---	---
Wakefield Road	At Salem Avenue	40' X 45' X 2"	22	---	---
Broadfording Road	Just west of Woodpoint Avenue	24' X 90' X 3"	39	---	---
Woodpoint Avenue	Just north of Church Street	27' X 150' X 4"	97	---	---
West Magnolia Avenue	House #7	30' X 150' X 2"	54	---	---
North Avenue	East of Potomac Street	20' X 100' X 2"	24	---	---
First Street	sunken area east of Corbett Street	20' X 20' X 3"	7	---	---
North Burhans Boulevard	At AC&T	12' X 12' X 5"	5	---	---
Jonathan Street	Sunken area at inlet near Blooms Avenue	10' X 10' X 3"	2	---	---
TOTALS			989 TONS	70 TONS	70 TONS

NOTE: 'D' dimension is approximate depth of patch. Actual depth (D) shall be determined in the field based on subsurface conditions. Inspector shall use Dense Graded Aggregate when deemed appropriate.

NOTE: Patches will be completed in the order shown above until budget is expended. The remaining streets will be postponed.

Last Revised April 11, 2016

2016 SLURRY SEAL LOCATIONS - LISTED BY PRIORITY
Contract 16-PP-05

STREET	LOCATION	APPROXIMATE AREA
E. Franklin Street	Cleveland Avenue to Willard Street	3,450 SY
Willard Street	Jefferson Boulevard to Dead End	5,165 SY
First Street	Pope Avenue to Oak Street	6,330 SY
Conrad Court	Eastern Boulevard to dead end	3,365 SY
Diamond Drive	Eastern Boulevard to Cameo Drive	2,180 SY
Cameo Drive	Diamond Drive to Professional Court	2,330 SY
East Ridge Drive	Eastern Boulevard to Tracys Lane	5,100 SY
Eastern Boulevard	Dual Highway to Memorial Boulevard	14,995 SY
Cook Street	Burhans Boulevard to Kinslow Street	1,210 SY
Kinslow Street	Salem Avenue to Mechanic Street	1,190 SY
TOTAL		45,315 SY

NOTES:

1. Streets will be crack filled prior to placement of slurry seal. Old pavement markings must also be removed
2. Streets marked with "*" will require minor patching before slurry

Last Revised April 11, 2016

Pavement Preservation Program Contract 16-PP-05

Overlay Streets (listed by priority)

Street	Location	Area (SY)	Mill	Aggregate/thickness	Comments
*West Hillcrest Avenue	Oak Hill Avenue to The Terrace	1,630	Entire surface	9.5mm (2")	after gas work
*West Lee Street	Summit Avenue to Locust Street	4,415	Along curb	9.5mm (2")	coord. w/ trail paving
*Summit Avenue	Baltimore Street to Washington Street	3,922	Entire surface	9.5mm (2")	
*East Avenue	Cannon Avenue to Potomac Street	4,650	Entire surface	9.5mm (2")	
*West Washington Street	Elgin Boulevard to Washington Square	4,920	Along curb	9.5mm (2")	scratch coat as needed
*South Mulberry Street	Washington Street to Lee Street	5,460	Entire surface	9.5mm (2")	
*Frederick Street	Baltimore Street to Memorial Boulevard	7,422	Entire surface	9.5mm (3")	scratch coat drive lanes
*Radcliffe Avenue	Cannon Avenue to Tracy's Lane	3,426	Entire surface	9.5mm (2")	scratch coat drive lanes
Frederick Street	Wilson Boulevard to City Line	6,225	Entire surface	9.5mm (2")	
East Place	Washington Street to Westport	1,970	none	9.5mm (2")	scratch near Washington
City Park Driveway	Virginia Avenue to Highland Way	1,780	none	9.5mm (2")	scratch coat required
Community Garden	Parking Lot	225	none	9.5mm (3")	see sketch
TOTAL		46,042 SY			

* Overlay but requires minor patches to repair base failure as directed by City inspector (see Special Provisions for details). Contractor shall request the inspector to mark the repair areas prior to milling surface.

Last Revised April 11, 2016

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Contract for the Installation of Accessible Sidewalk Ramps - Odd Jobs Contractors, LLC (Keedysville, MD) Not To Exceed \$130,000

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Accessible_Sidewalk_Ramps.pdf

Description

Approval of Contract for the
Installation of Accessible
Sidewalk Ramps

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Approval of Contract for the Installation of Accessible Sidewalk Ramps

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the approval of a contract with Odd Jobs Contractors, LLC of Keedysville, MD in the not-to-exceed amount of \$130,000.00 for the installation of Accessible Sidewalk Ramps at various locations Citywide. This work is required along all streets being repaved to comply with the Americans with Disabilities Act.

DATE OF PASSAGE: 5/24/2016

Attachment: Purchase Form

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 5/24/16**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Parks & Engineering By: Rodney Tissue
Account Number: 4509004 5594 Account / Project Name: Handicap Accessible Sidewalk Ramps
Budget Amount: \$130,000 Account Balance: \$130,000 Year: FY17 CIP Control No. 217
Unbudgeted \$: N/A Source of Funds: CDBG (\$90,000) and Highway User Revenue (\$40,000)

Quantity	Description	Value
	Remove curb and sidewalk at street and alley intersections and construct new handicap ramps with truncated domes to comply with current Americans with Disabilities Act (ADA) standards. Low bid amount was \$181,682.50 for the estimated quantities.	NTE \$130,000.00

TOTAL VALUE OF PROJECT: NTE \$130,000.00

ABOVE TO BE USED FOR:

Replace non-compliant curb and sidewalk with ADA-compliant sidewalk ramps at intersections of public streets and alleys.

Recommended Vendor:

Business Name: Odd Jobs Contractors, LLC
Address: 38 North Main Street
City, State: Keedysville, MD 21756
Bid/Proposal/Quote No.: Contract No. 16-SA-06

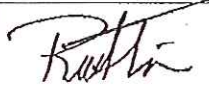
OTHER VENDORS:

Firm	City/State	Total Amount
Concrete Central	Hagerstown, MD	\$230,580.00
Huntzberry Brothers, Inc	Smithsburg, MD	\$330,990.00
Romano Construction, Inc.	Laurel, MD	\$401,400.00

(1) Department Manager

To comply with the Americans with Disabilities Act, we must make a street fully compliant when we "alter" it by milling and paving. Staff recommend the award of contract 16-SA-06 to Odd Jobs Contractors, LLC in the not-to-exceed amount of \$130,000.00.

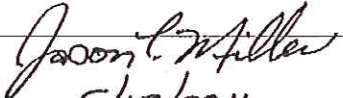
Funding is CDBG Account # 1050007 603503 - \$90,000.00 and \$40,000 in State Highway User Revenue.

 5/12/2016

Signature/Date

(2) Purchasing Agent:


Recommend Approval.

 5/13/2016

Signature / Date

(3) Finance Manager:

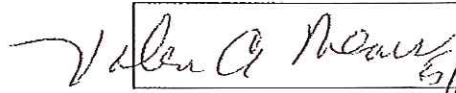
Recommend approval

 5/13/16

Signature / Date

(4) City Administrator's Recommendation:

Recommend approval

 5/13/16

Signature / Date

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Street Closure - What's NXT Summer Slide Festival - Test Event July 22-23, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for Mayor and Council approval of street closures for the What's NXT Summer Slide Festival – Test Event from 12 am (midnight) on July 22 to 12 am (midnight) on July 23, 2016. The actual duration of the test may be shorter. The event site includes the streets of Prospect, Baltimore and Walnut. This is for a logistics test only and the event is not open to the public.

Action Dates:

DATE OF PASSAGE: 05/24/2016

ATTACHMENTS:

File Name

Street_Closure_What_s_NXT_test.pdf

Description

Motion and Memo

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: May 24, 2016

TOPIC: **Approval of a Street Closure:** What's NXT Summer Slide Festival – Test Event

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of street closures for the What's NXT Summer Slide Festival – Test Event from 12 am (midnight) on July 22 to 12 am (midnight) on July 23, 2016. The actual duration of the test may be shorter. The event site includes the streets of Prospect, Baltimore and Walnut. This is for a logistics test only and the event is not open to the public.

DATE OF PASSAGE: 05/24/2016

THE HISTORY OF THE CITY OF BOSTON

FROM THE FIRST SETTLEMENT TO THE PRESENT TIME
BY SAMUEL JOHNSON

THE HISTORY OF THE
CITY OF BOSTON
FROM THE FIRST SETTLEMENT
TO THE PRESENT TIME
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THE HISTORY OF THE
CITY OF BOSTON



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Jill Frick, Director of Community & Economic Development
DATE: May 19, 2016
SUBJECT: Street Closure Requests – Additional 2016 Events

At the May 24, 2016 Mayor and City Council meeting, staff seek approval of Street Closures for additional event to take place in 2016.

At the February 23, 2016 meeting the Mayor and City Council approved a broad list of events, and additional events have been approved at subsequent meetings. The following are additional events that were not previously approved.

Summer Slide Festival – Test Event

July 22-23, 2016

12 am (midnight) to 12 am (midnight) – Test expected to run 6 am – 10 pm

Event site includes the streets of Prospect, Baltimore and Walnut.

Logistics test event only. Not open to the public.

Event Organizer: What's NXT, Melissa Fountain

(Note: The Summer Slide Festival will take place Saturday, September 10, 2016 from 11 am – 3 pm. The street closure for the event has been previously approved by the Mayor and City Council. The event is hosted by What's NXT and is in partnership with the Historic Heights Neighborhoods 1st Group in conjunction with the annual Porchfest event. Staff seek approval of the Test Event.)

The following event does not involve a street closure, but the event is an organized walk on City sidewalks and involves street crossings. It is included in this memo as informational only.

Out of the Darkness Walk - Informational Only.

September 24, 2016

8:00 am – 1 pm (9:30 am Walk Start)

Event site includes: See attached map (same as 2014 route)

Event Organizer: Julie Matheny

The event is an awareness walk for suicide prevention organized by the American Foundation for Suicide Prevention (AFSP). No street closures, and use of City sidewalk and involves street crossings.

For all events, plans may be modified for safety and traffic issues, and event times are subject to change.

Background

City policies related to special events not operated by the City include, but are not limited to the following:

- The City requires the event organizer to provide the City a certificate of insurance naming the City as additionally insured.
- For events that include serving alcoholic beverages, the City requires the event organizer to submit a signed application for Open Containers Law Exemption for Special Events. The City requires the event organizer to submit a signed application for Special Class C Street Festival License as a part of process of obtaining this type of license from the Liquor Board if the event format and alcohol sales fits this model.
- The City requires the event organizer to review street closure and event plans with a cross-department logistics team which includes but may not be limited to representatives from the following City departments: Fire, Police, Public Works, Engineering/Parks & Recreation, Utilities, Planning and Code Administration and Community & Economic Development. The team review event and street closure plans and may seek modifications of plans to ensure efficiency and safety.
- The event organizer is responsible for applicable fees and costs for City services. City Staff work to keep costs minimal in support of events.
- The event organizer is responsible for obtaining a State Highway permit if the street closure affects a State Highway.
- The event organizer is responsible for notifying districts and neighborhoods affected by the street closures.

c:

Managers

Melissa Fountain, What's NXT

Julie Matheny, AFSP



WALK TO FIGHT SUICIDE

OUT OF THE DARKNESS Community Walks
Suicide Prevention Starts With Everyday Heroes Like You. Register Today.

Hagerstown
Out of the Darkness Community Walk
Presented by: AFSP Maryland

September 24, 2016

City Park
501 Virginia Avenue
Hagerstown, MD 21740

Contact: Meghan & Megan: hagerstownootd@gmail.com

Registration Time: 8:00am

Walk Time: 9:30am

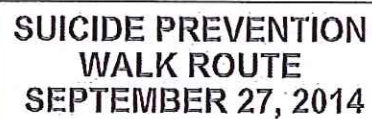
<http://afsp.donordrive.com/event/hagerstown>



AMERICAN FOUNDATION FOR
Suicide Prevention

afsp.org/walk

WALK. VOLUNTEER. DONATE.



H:\Engineer\RODNEY\Sk and other races\Suicide prevention walk 14.dwg, 2/18/2014 10:46:53 AM, Adobe PDF