

**95th Regular Session
Mayor and City Council
June 21, 2016
Agenda**

7:00 PM - June 21, 2016 - REGULAR SESSION -*Council Chambers*

I. CALL TO ORDER

II. INVOCATION

Mayor David S. Gysberts

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, July 5, 2016 - No Meeting
 - 2. Tuesday, July 12, 2016 - No Meeting
 - 3. Tuesday, July 19, 2016 - Work Session at 4:00 p.m.
 - 4. Tuesday, June 28, 2016 - Regular Session at 7:00 p.m.

V. CITIZEN COMMENTS

VI. PUBLIC HEARINGS

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

VII. CITY ADMINISTRATOR'S COMMENTS

VIII. MAYOR AND COUNCIL COMMENTS

IX. MINUTES

May 3, 2016, May 5, 2016, May 10, 2016, May 17, 2016, and May 24, 2016

X. CONSENT

A. Community and Economic Development

- 1. Street Closure Requests - Hagerstown Hopes Pride Fest and Washington County Free Library Comic-Con
- 2. Hagerstown Hopes Pride Fest Open Container Law Exemption

A. IT/Support Services

- 1. MUNIS Transparency Portal Module - Tyler Technologies (Dallas, TX) \$ 14,500.00
- 2. Replay Call Recording Solution for Customer Service - Glessner Protective Services, Inc. (Hagerstown, MD) \$ 16,441.00

B. Parks and Engineering

1. Engineering: Energy Upgrades at City Buildings - American Energy Services (Frederick, MD) \$ 49,044.00
2. Parks: 2017 Ford F550 Dump Truck, Replacement of Unit 308 - McCafferty Ford (Mechanicsburg, PA) \$ 68,285.00

C. Police

1. Purchase of Crime Cameras - Skyline Technology Solutions (Glen Burnie, MD) \$ 46,402.68

D. Utilities

1. Electric Division Consent Agenda HLD Building Repairs and Painting
2. Water Division Consent Agenda Freeman Industries Cathodic Protection for Henson and Orchard Hills Water Tanks
3. Wastewater Division Consent Agenda for Muffin Monster Exchange at Pump Station 8

XI. UNFINISHED BUSINESS

- A. Approval of Annexation Resolution
Stormwater Parcel LLC, 250 Eastern Boulevard North

XII. NEW BUSINESS

- A. Introduction of an Ordinance: Local Conversion District Overlay, 400 Jonathan Street (ZM-2016-01)
- B. Approval of a Resolution: FY 2017 Community Legacy Application
- C. Approval of a Resolution: FY 2017 Strategic Demolition Fund Application
- D. Approval of a Resolution: Authorizing a Financial Incentive Agreement between the City of Hagerstown and Pinnacle Foods Group, LLC
- E. Approval of a Resolution: Approval of the FY 2017 Community Development Block Grant (CDBG) Annual Action Plan
- F. Approval of Amendments to Past Community Development Block Grant (CDBG) Annual Action Plans
- G. Approval of Purchase of 2016 Ford F550 Replacement for Wastewater Unit 508 - McCafferty Ford (Mechanicsburg, PA) \$ 122,708.00
- H. Approval of City Funding Support for The Maryland Theatre Expansion: Architect/Design Phase
- I. Workers Compensation Self Insurance - Worker's Compensation Insurance, Excess Insurance, and Surety Bond
 - Excess Insurance Services for Workers' Compensation – Safety National Casualty Corporation (St. Louis, MO) \$ 164,035.00
 - TPA Services for Workers' Compensation – PMA Management Corporation (Blue Bell, PA) \$ 32,040.00
 - Approval of Worker's Compensation Security Deposit Bond – Safety National Casualty Corporation (St. Louis, MO) \$ 38,100.00
- J. Acceptance of Assistance to Firefighters Grant
- K. Approval of Reimbursement to Washington County for Second half of FY 16 for the Narcotics Task Force - Washington County Treasurer (Hagerstown, MD) \$ 118,866.35

- L. Approval of Body Worn Camera Project - Five Year Contract - TASER (Scottsdale, AZ)
\$ 116,834.06
- M. Approval of Purchase - Four Police Cruisers - Keystone Ford (Chambersburg, PA) \$
156,802.00
- N. Award of Contract for Hamilton Run Stream Relocation and Watershed Action Plan -
Frederick, Seibert & Associates (Hagerstown, MD)

XIII. 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:

- A. Rules of Procedure - *Adopted September 24, 2013*
- B. Use of cell phones during meetings is restricted
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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

Mayor and City Council Action Required:

A Public Hearing has been scheduled for the June 21st 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:

Hearing: June 21, 2016

Introduction of Ordinance: June 21, 2016

ATTACHMENTS:

File Name

MCC_Memo_PH_6-16-16.pdf

ZM-2016-01_Backup_Info.pdf

Description

400 Jonathan St Memo
Application, Map, Staff
Report



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

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

DATE: June 15, 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 June 21st 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 June 21st 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.

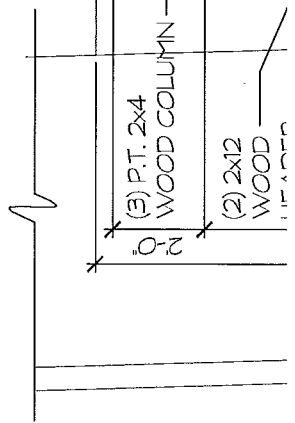
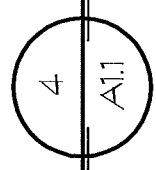
2'-4" ±
7'-2"
3'-6"
3'-6"

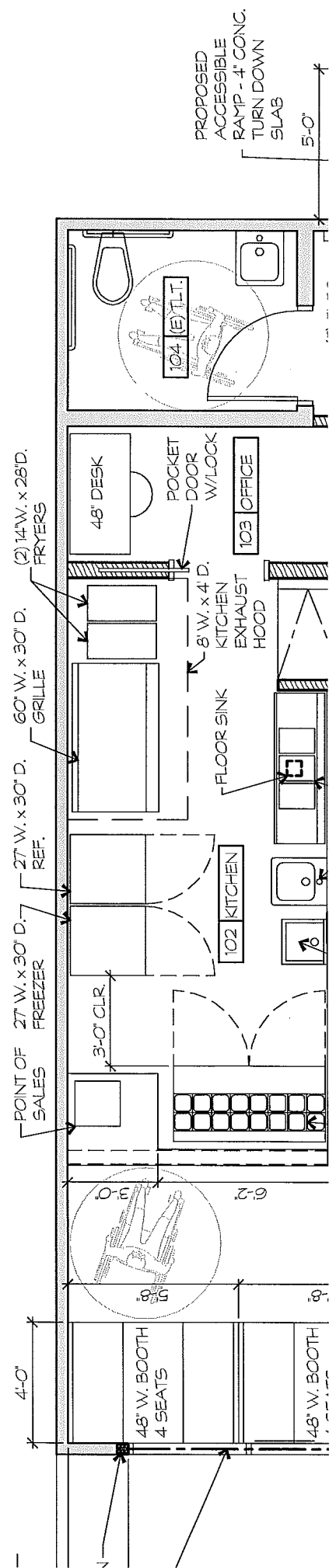
2'-10"

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:

May 3, 2016, May 5, 2016, May 10, 2016, May 17, 2016, and May 24, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Minutes_motion.pdf

Description

Motion - Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 21, 2016

TOPIC: Approval of Minutes

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on May 3, 2016, May 5, 2016, May 10, 2016, May 17, 2016, and May 24, 2016.

DATE OF PASSAGE: June 21, 2016

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

Topic:

Street Closure Requests - Hagerstown Hopes Pride Fest and Washington County Free Library Comic-Con

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

062116_MCC_Memo_-_Pride_Fest_and_Comic_Con.pdf
HAGERSTOWN_HOPES_and_COMIC_CON_maps.pdf

Description

Memo
Attachment A and B



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator

DATE: June 9, 2016

SUBJECT: Street Closure Requests – Hagerstown Hopes Pride Fest and Washington County Free Library Comic-Con

At the June 14, 2016 Mayor and City Council meeting, staff seek approval of Street Closures for two additional events 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.

Hagerstown Hopes – Pride Fest

Saturday, July 16, 2016

Street Closure: 10:00 A.M. to 7:00 P.M. – Actual event expected to run 11:00 A.M. to 6:00 P.M.

Event site includes the first block of South Potomac Street from the Public Square to Antietam Street. (See Attachment A)

Event Organizer: Hagerstown Hopes, Todd Garnand

The event is a free and open festival that provides live entertainment and the opportunity for LGBTQ+ individuals to meet and develop relationships with other members of the LGBTQ+ community.

Washington County Free Library – Comic-Con in Partnership with Main Street's Second Saturday Event

Saturday, August 13, 2016

Street Closure: 8:00 A.M. to 5:00 P.M. – Actual event expected to run 11:00 A.M. to 4:00 P.M.

Event site includes the second block of South Potomac Street from Antietam Street to Baltimore Street. (See Attachment B)

Event Organizer: Washington County Free Library, Cindy Powell, in partnership with the City of Hagerstown, Main Street Hagerstown, and the Downtown Movement

The event is a family-friendly day that promotes adolescent creativity through the medium of comic books and video games.

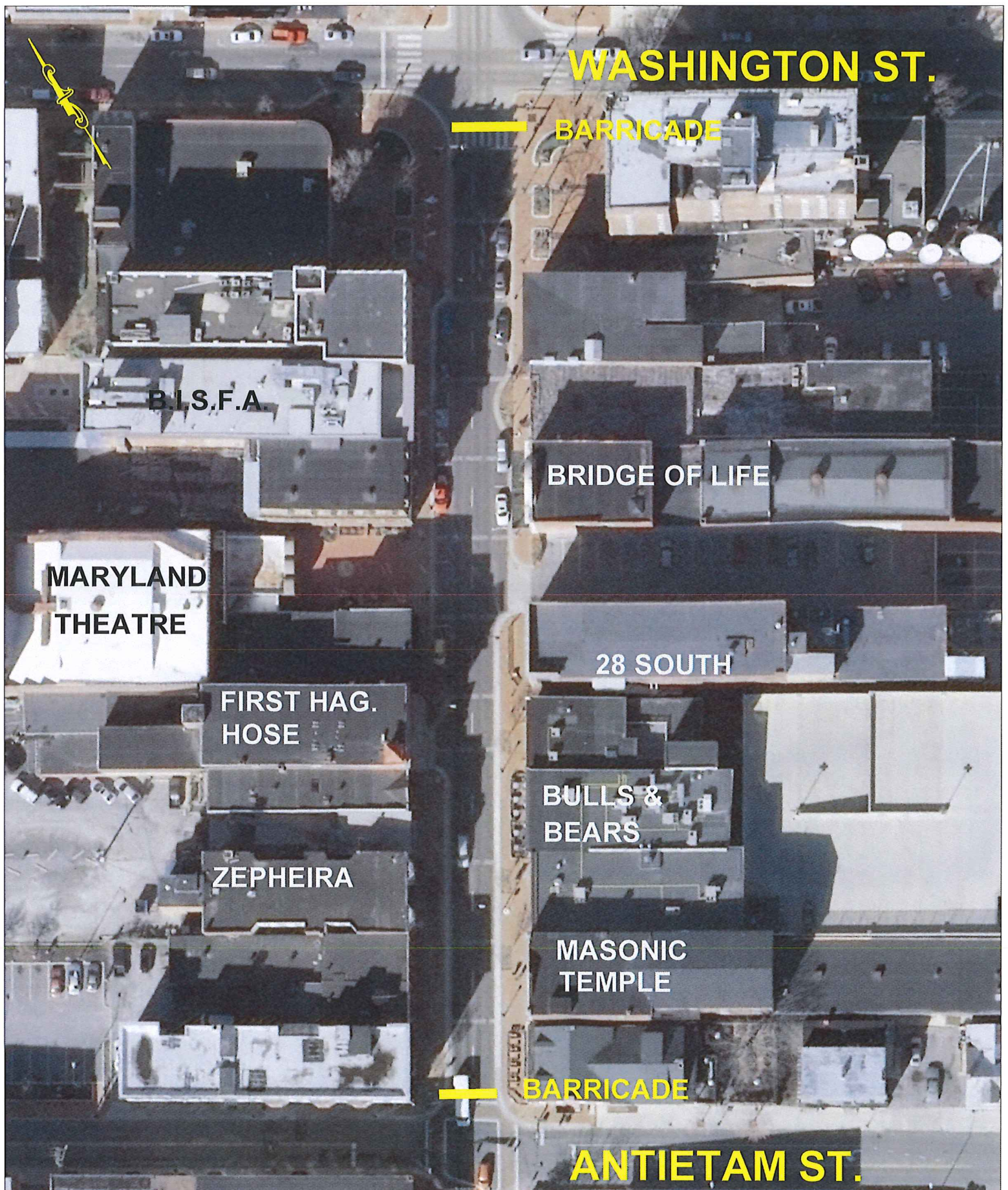
For all events, plans may be modified for safety and traffic issues, and event times are subject to change.

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 fit 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: Jill Frick, Director of Community & Economic Development
 Todd Garnand, Hagerstown Hopes
 Cynthia Powell, Washington County Free Library



WASHINGTON ST.

BARRICADE

B.I.S.F.A.

BRIDGE OF LIFE

**MARYLAND
THEATRE**

**FIRST HAG.
HOSE**

28 SOUTH

**BULLS &
BEARS**

ZEPHEIRA

**MASONIC
TEMPLE**

BARRICADE

ANTIETAM ST.

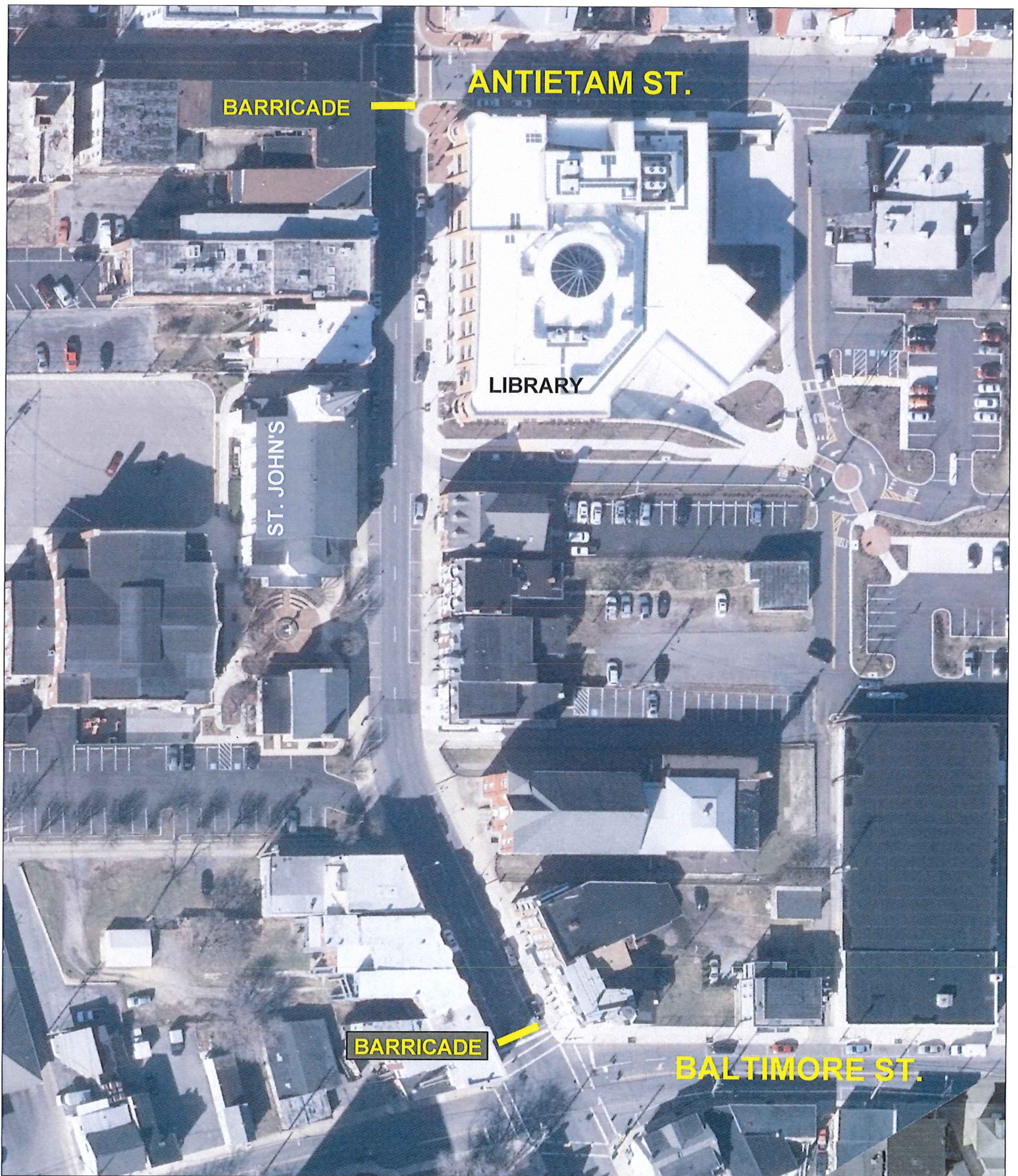
PROPOSED LAYOUT

FOR THE

HAGERSTOWN HOPES PRIDE FEST

JULY 17, 2016

LAST REVISED: 6/09/16



**PROPOSED LAYOUT
FOR THE
WASHINGTON COUNTY FREE LIBRARY'S COMIC CON
AUGUST 13, 2016**

LAST REVISED: 6/09/16

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

Topic:

Hagerstown Hopes Pride Fest Open Container Law Exemption

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

061416_Pride_Fest_Memo.pdf

Hagerstown_Hopes_Pride_Fest_Application-Permit.pdf

Description

Memo

Application



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator

DATE: June 9, 2016

SUBJECT: Hagerstown Hopes Pride Fest Open Container Law Exemption

Staff seeks approval of an Application/Permit from the Maryland Theatre for an open container law exemption during the Hagerstown Hopes Pride Fest on July 16, 2016. All liquor sales by the Maryland Theatre will be contained to the first block of South Potomac Street for the duration of the event. If approved by the Mayor and City Council, this application will go to the Liquor Board for review and final approval.

Background

The Hagerstown Hopes Pride Fest is scheduled for Saturday, July 16, 2016. At the June 21st, 2016 Mayor and City Council session staff is also requesting for a street closure of the first block of South Potomac Street. This event has previously been held in a county park, however, for the fifth annual festival the event organizers wish to relocate to Downtown Hagerstown. Live entertainment and various vendors have been planned to create an open festival atmosphere. The event itself is scheduled to run from 11:00 A.M. to 6:00 P.M.

Attachment: MD Theatre Permit Application: Hagerstown Hopes Pride Fest – July 16, 2016

c: Jill Frick, Director of Community and Economic Development
Jessica Green, Executive Director of the Maryland Theatre

APPLICATION/PERMIT

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

The first block of S. Potomac Street (see map attached hereto as Attachment A)

on Saturday, July 16, 2016 from 11:00 a.m. to 5:00 p.m.

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

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

The Maryland Theatre will be selling beverages for the Hagerstown Hopes Pride Fest on Saturday, July 16, 2016 from 11:00 a.m. to 5:00 p.m. They will be selling alcoholic beverages to persons in this area who are of legal drinking age and non-alcoholic beverages.

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

Applicant Name: The Maryland Theatre
Applicant Address: 21 South Potomac Street, Hagerstown, MD 21740

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

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

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).
2. Abide by all Statutes, Acts, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.
4. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).

5. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
6. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any Attachments the terms set forth herein shall govern and prevail.

Date: _____

Name of Applicant: Maryland Theatre

By: _____

Address: 21 South Potomac St., Hagerstown, MD 21740

Telephone: (301)790-3500

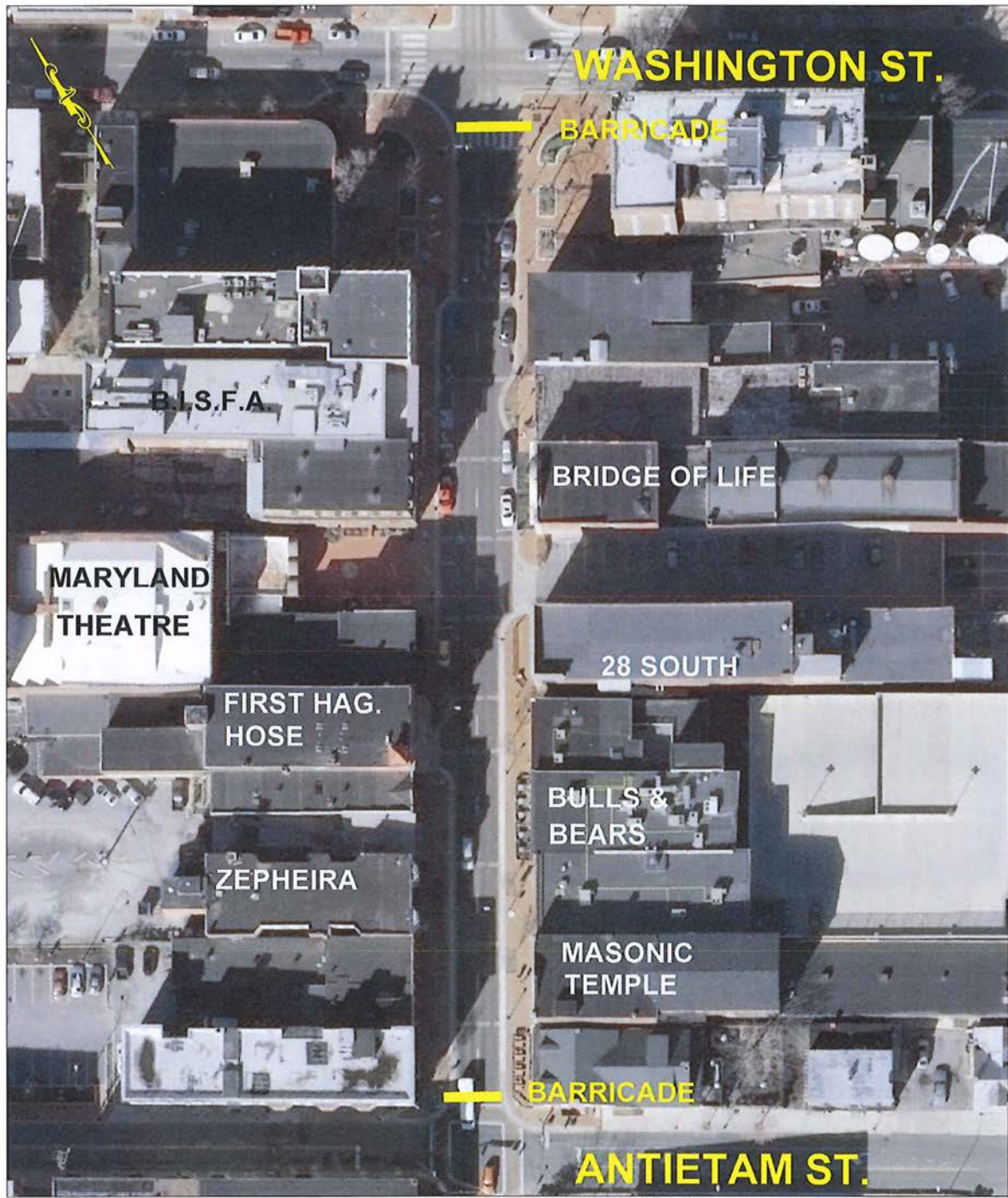
ACCEPTANCE

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

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A



PROPOSED LAYOUT
FOR THE
HAGERSTOWN HOPES PRIDE FEST
JULY 17, 2016

LAST REVISED: 6/09/16

ATTACHMENT B

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

1. The first block of South Potomac Street (see map attached hereto as Attachment A) during the festival is leased for \$1 to the Maryland Theatre from 11 a.m. to 5 p.m. on June 17, 2016.
2. The Maryland Theatre is a nonprofit institution.
3. The Maryland Theatre will serve only beer and wine and will limit this activity to individuals who are legally able to drink alcohol and are in the fenced-in area and are designated as paid attendees.
4. The Maryland Theatre will sign this permit and Hold Harmless Agreement (see next page), as well as, endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.
5. The representatives from The Maryland Theatre will limit the entrances to the event to paid ticket holders only.

CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT

Lessee/User: Maryland Theatre

Event/Use: Hagerstown Hopes Pride Fest

Location: The first block of South Potomac Street (see map hereto as Attachment A)

Date(s) of Use: Saturday July 16th, 2016 from 11:00 a.m. to 5:00 p.m.(street closure at 10:00 a.m.)

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

Witness: _____ Maryland Theatre
Lessee/User

Witness: _____
By (Signature and Title)

Date: _____ 21 South Potomac St.
Street
Hagerstown, MD 21740
City, State, Zip
(301)790-3500
Telephone

Return to: Lauren Metz
Community Events Coordinator
City of Hagerstown
14 North Potomac St., Suite 200
Hagerstown, MD 21740
(301) 739-8577, Extension 116

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

Topic:

MUNIS Transparency Portal Module - Tyler Technologies (Dallas, TX) \$ 14,500.00

Mayor and City Council Action Required:

Discussion:

The MUNIS Transparency Portal module will provide graphic and drill-down capabilities for both internal staff and our citizens to past and current budgetary information in a easy to navigate user interface from our City of Hagerstown website. This system integrates seamlessly into our existing MUNIS Financial Software and is easily customizable to departmental / citizen needs.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Agenda_Transparency_Portal.doc

TYLER_CLIENT_MARKETING.pdf

Description

Consent Agenda Form

MUNI Transparency Portal
Module

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 25, 2014**

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

Originating Department: Information Technology By: Scott Nicewarner
Account Number: 4507200-5869-C0739 Account / Project Name: Transparency Portal
Budget Amount: \$14,500.00 Account Balance: \$19,983.10 Year: FY16 CIP Control No. C0739
Unbudgeted \$: -\$0- Source of Funds: CIP – General Fund

Quantity	Description	Value
1	MUNIS Transparency Portal Module	\$11,000.00
1	Software-as-a-Service (SAAS) hosting	\$ 3,500.00

TOTAL VALUE OF PROJECT: \$14,500.00

ABOVE TO BE USED FOR:

The MUNIS Transparency Portal module will provide graphic and drill-down capabilities for both internal staff and our citizens to past and current budgetary information in a easy to navigate user interface from our City of Hagerstown website. This system integrates seamlessly into our existing MUNIS Financial Software and is easily customizable to departmental / citizens needs.

Recommended Vendor:

Business Name: Tyler Technologies, Inc.
Address: _____
City, State: Dallas, TX
Bid/Proposal/Quote No.: _____

OTHER VENDORS:		
Firm	City/State	Total Amount
THIS IS A SOLE SOURCE DUE TO PROPRIETARY SOFTWARE.		

(1) Department Manager

This module will greatly enhance our internal staffs and management's abilities in quickly finding important budget information and having it display in an easy to understand graphical format with the ability to drill-down to more specific budgetary data. The module will provide the same features for our citizens to access through our City of Hagerstown website for both past and present budgetary data. This project is a stated priority objective for the IT / Support Service group in 2016 and moves us closer towards an open data environment.



Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

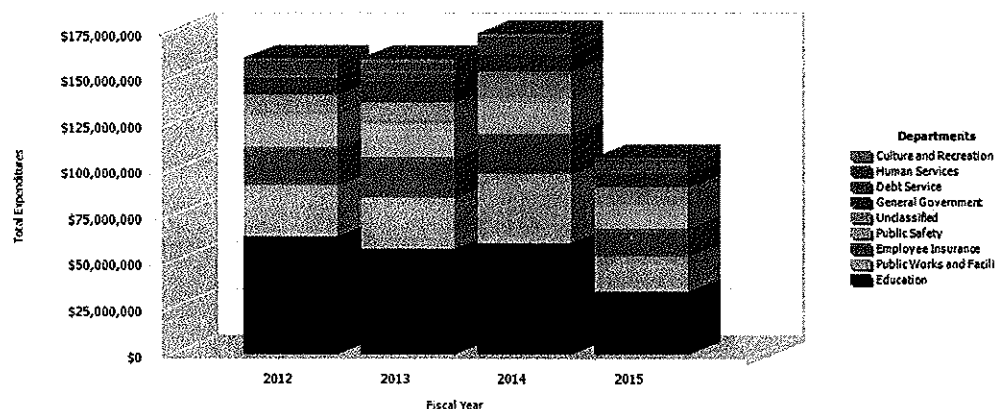
Signature / Date

Citizen Transparency

Citizen Transparency provides unparalleled data access and analysis tools to help public sector entities "implement principles of transparency, participation and collaboration" as set forth by the 2009 Open Government Directive.¹ Local governments are increasingly expected to provide high value information to help citizens understand how their tax dollars are being used, build trust and engage the public in the civic process. But municipalities are struggling to find efficient ways to meet these demands. Citizens often have to navigate segmented and out-of-date information and the backlog of FOIA requests continues to grow.

Tyler has responded to these challenges by creating Citizen Transparency, a hosted service that organizes your Tyler ERP financial data into graphs and charts to meet the public's need for real numbers and clarity. Citizens can access the Transparency portal directly from the municipal website. It features easy-to-navigate graphics with data organized by category, department, government area, fund and vendor.

Unlike some programs that rely on a static data snapshot, Citizen Transparency is updated weekly with your most recent closing numbers. Citizens can review total spending to date or dive in to see how funds are appropriated by department, which vendors receive payments in a given year, or research spending for health care and benefits. Interactive charts and graphs allow citizens to easily analyze your Tyler ERP financial data.



Citizen Transparency also presents revenue statement information and employee salary and earnings. Tyler's installation team will work with your team to establish the data parameters and align your spending categories and government areas with the chart of account segments.

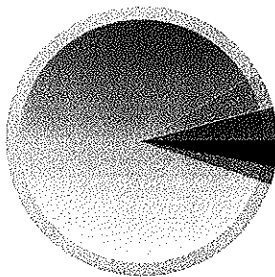
Features:

- Easy public access via any internet browser
- Dynamic data for year-to-date and historical searches
- Transaction details for granular inquiries
- Quick, low-cost deployment
- Cloud-based service requires no additional hardware, IT support or training
- Data export options via Excel, PDF or image files

Empowering people who serve the public*

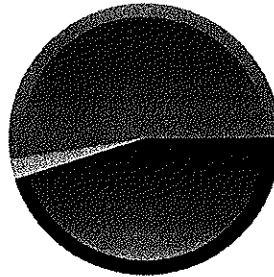
Tyler Citizen Transparency

Category Spending for PUBLIC SAFETY



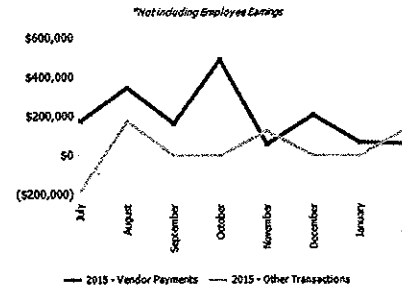
Capital Outlay
Other Charges and...
Other Financing Uses
Personal Services
Purchase of Services
Supplies

Department Spending for PUBLIC SAFETY



FIRE
INSPECTIONAL SERVICES
POLICE
SEALER OF WEIGHTS &...

Monthly Spending for PUBLIC SAFETY



Filtered by Fiscal Year: 2015, Government Area: PUBLIC SAFETY

Public Safety spending presented by category, department segment and month.

Citizen Transparency features a set of standard Web pages and graphs that make data easier to interpret. These tools have been developed in collaboration with our public sector partners and help answer frequently asked questions, so you don't have to. Citizen Transparency also goes beyond data snapshots: it provides all transactional details for a broad range of inquiries. Information that might have taken weeks to gather now takes minutes, and can be quickly exported to Microsoft Excel® for further analysis.

Vendor Payment Details for
AAA POLICE SUPPLY CORP.

Filtered by Fiscal Year: 2015, Vendor: AAA POLICE SUPPLY CORP.

Account	Vendor Payments
DOG MAINTENANCE	\$71
FIREARMS/EQUIPMENT	\$1,368
RESERVE TRAINING	\$25
TACTICAL FORCE	\$641
UNIFORMS/SUPPLIES	\$5,917

Payment Date	Account	Category	Department	Fund	Vendor Payments
06/25/2014	UNIFORMS/SUPPLIES	Personal Services	POLICE	GENERAL FUND	\$3,087
12/02/2014	UNIFORMS/SUPPLIES	Supplies	POLICE	GENERAL FUND	\$25
02/03/2015	UNIFORMS/SUPPLIES	Purchase of Services	POLICE	GENERAL FUND	\$2,555
Total					\$5,668

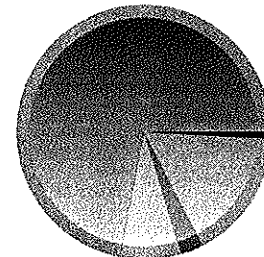
Filter by Fiscal Year:

2012 2013 2014 2015

Select a Report View:

Spending by Account
Spending by Category
Spending by Date
Spending by Department
Spending by Fund
Spending by Sub-Category

Spending by Account for
AAA POLICE SUPPLY CORP.



DOG MAINTENANCE
FIREARMS/EQUIPMENT
RESERVE TRAINING
TACTICAL FORCE
UNIFORMS/SUPPLIES

As a cloud-based service, Citizen Transparency is easily implemented at Tyler ERP sites. It does not require any additional hardware investment, on-site technical support, processing fees or training. Tyler's team will work with you to align your chart of accounts with the Citizen Transparency Web sheets. You will be up and running once you have completed your review.

Citizen Transparency helps you serve your citizens by putting information at their fingertips while reducing your IT and data retrieval burdens. Citizen Transparency — a solution that you can implement today.

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

Topic:

Replay Call Recording Solution for Customer Service - Glessner Protective Services, Inc.
(Hagerstown, MD) \$ 16,441.00

Mayor and City Council Action Required:

Discussion:

The REPLAY Call Recording Solution will work in tandem with the NOVA Call Accounting System to provide recordings of all calls to/from our Utility Customer Service and Tax phone queue. These recordings will be used to provide quality assurance of customer interactions, as well as ongoing training opportunities for staff in conversation management.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Agenda_Call_Recording_System_62116.doc
GLESSNER_PROPOSAL_109799.pdf

Description

Consent Agenda Form
System Information

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of June 21, 2016**

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

Originating Department: Support Services By: Scott Nicewarner, Director
Account Number: 4507200-5865-C0006 Account / Project Name: Call Recording System
Budget Amount: 16,441.00 Account Balance: 46,089.00 Year: FY16 CIP Control No. C0006
Unbudgeted \$: -\$0- Source of Funds: GENERAL FUND CIP

Quantity	Description	Value
1	REPLAY CALL RECORDING SOLUTION FOR CUSTOMER SERVICE	\$16,441.00

TOTAL VALUE OF PROJECT: \$16,441.00

ABOVE TO BE USED FOR:

The system will be used to record all incoming / outgoing calls made to/from the Utility Customer Service Department for training and quality assurance purposes. This system will also be used as an archive when customer disputes arise over discussions done over the phone related to utility services / cutoffs. The system will be available to record calls from other user departments who wish to provide the same backup / training opportunity for their staffs.

Recommended Vendor:


Business Name: Glessner Protective Services Inc.
Address: 1216 Sherman Ave.
City, State: Hagerstown, MD 21740-7153
Bid/Proposal/Quote No.: _____

OTHER VENDORS:

Firm	City/State	Total Amount
THIS IS A SOLE SOURCE DUE TO PROPRIETARY SOFTWARE.		

(1) Department Manager

This equipment is sole-source due to the proprietary nature of the equipment and the need for integration into our existing IWATSU phone system. The acquisition of this system was a prioritized goal of the Support Services group to provide opportunity for call review / training opportunities and backup for customer interactions where information may be at odds with recollections.



Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



GLESSNER PROTECTIVE SERVICES, INC.

1216 Sherman Avenue
Hagerstown MD 21740-7153
1-800-664-8273
www.glessner.net

PROPOSAL

Acct. No.	Date	Proposal #
3333	5/12/2016	109799

Bill To
City of Hagerstown ATTN: SCOTT NICEWARNER 1 East Franklin Street Hagerstown MD 21740

Ship To
City of Hagerstown ATTN: SCOTT NICEWARNER 1 East Franklin Street Hagerstown MD 21740

Sales Rep	PO #	Agreement Terms	Description of Work	Phone #
Darcy L. Kline		40% Down, 40% Start, 20% Complete	Call Recording Solution	(301) 790-3200

Qty	Description
	-Install One (1) Replay Call Recording Solution PRI Interface -Works in tandem with the NOVA Call Accounting software for reports access -Upgrade recording PC to I5 processor, 4 Gig RAM, 500 Gig HDD -Includes installation connected to the ECS Phone Server for recording any inbound/outbound call. NOTE: Extension to Extension calls not recorded -One Year Support Included -Training, programming, setup included
1	REPLAY T1 (PRI) for a single T1 Interface Module
1	RPL_ENH Upgrade to I5, 4 Gig RAM, 500 Gig HDD
1	TECHINST One year tech support, hardware warranty, software updates, one hour web training
1	Network interface software module
24	Installation & Project Management - Communication - MD & VA

	TOTAL	\$16,441.00
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THIS PROPOSAL EXPIRES 30 DAYS FROM PROPOSAL DATE UNLESS OTHERWISE NOTED. CUSTOMER AGREES TO PAY GLESSNER ALARM & COMMUNICATIONS THE AGREED AMOUNT WITHIN THE TERMS SET. PAST DUE AMOUNTS WILL BE SUBJECTED TO 18 % INTEREST PLUS LEGAL COLLECTION FEES. CANCELLED ORDERS WILL BE SUBJECT TO A 15 % RESTOCKING FEE. THIS IS AN ATTACHMENT TO THE SALES AGREEMENT AND IS SUBJECT TO ALL TERMS & CONDITIONS OF THE SALES AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF THE COMPLETE SALES AGREEMENT.

SIGN HERE: _____ DATE: _____



REPLAY

CALL
RECORDING
SOLUTIONS





REPLAY™

Call Recording Solutions.

Replay T1
Replay ATS
Replay VoIP
Replay ST

Replay Call Recording Solutions
together with **Tapit Nova** Call Accounting
is an invaluable tool for your business

Recording phone calls has never been easier!

Trisys, Inc. recommends **Replay Call Recording**, the ultimate cost effective, reliable, easy to configure and maintain call recording product suite for all of your voice recording needs. The Replay product suite delivers high quality digital recordings in practically every possible telephony configuration. Tightly integrated with **Tapit Nova**, our flagship call accounting system, Replay offers unparalleled ease of use in searching, finding and managing recordings at a price affordable to any business.

Some of the reasons to record telephone conversations:

- Quality Assurance
- Regulatory compliance
- Dispute Resolution
- Sales Verification
- Staff Training and Development
- Safety and Security
- And many more...

Replay T1

For connecting to T1 trunks: PRI(ISDN) or RBS

Replay T1 records voice activity using passive taps over T1 trunks. This turn-key system is placed in front of a PBX or a channel bank and records all incoming and outgoing calls.

Replay ATS

For connecting over analog ports

Replay ATS records voice activity over the analog ports (trunks or stations). This versatile turn-key system can be installed in the front of a PBX for trunk recording or behind a PBX for designated analog stations recording.

Replay T1 or **Replay ATS** allow enough storage to record up to 576,000 hours of voice logging depending on the size of the hard drive or more using NAS/SAN. These voice files are accessed via **Tapit Nova** Call Accounting System. **Replay T1** or **Replay ATS** are the most cost-effective and easy to use T1 and analog recording solutions on the market today.

Features:

- Turn-key solution includes all required hardware, software, and cables
- Advanced role-based security
- Optional encryption of recordings
- On demand recording or ability to pause and restart recording during conversations
- Call recordings are saved as .WAV files
- Built-in easy auto-archive and auto-backup functionality for recordings
- Flexible storage for recordings (local/network drive or NAS/SAN)
- Recordings can be played, downloaded or emailed as attachments based on user rights
- Text notes may be added during playback or recording, allowing alternative search capabilities by entered search words
- Records all incoming and outgoing calls
- Automated call logging and centralized monitoring
- Supports multiple locations (requires Replay in each location)
- Each Replay T1 line play system supports up to 2 T1's
- Replay ATS can notify call parties that recording is taking place with a beep
- Each Replay ATS box supports up to 24 analog ports in 4 port increments
- Multiple Replay systems can be linked together to support larger installations (requires additional systems)

Replay VoIP

Records voice activity over SIP trunks or VoIP phones

Replay SIP records phone conversations over SIP trunks or designated SIP phones in "on-premise" or managed service environments that use the Session Initiation Protocol (SIP).

Replay RTP records phone conversations on any VoIP phone. The recordings are constructed directly from audio (RTP) packets for designated extensions. **Replay RTP** requires call detail records (CDR) from the PBX.

Replay CSO works with Cisco Call Manager and records phone conversations on Cisco IP phones that use Skinny call control protocol. **Replay CSO** requires call detail records (CDR) from the Cisco Call Manager.

All variations of **Replay VoIP** are a "software only" solution: cost-effective, powerful, easy to implement, and simple to use. The recordings are accessed via **Tapit Nova** Call Accounting System. For large installations, multiple systems with **Replay VoIP** can run on the same (or distributed) network - supporting anywhere from 10 to thousands of SIP phones.

SIP CDR creates call detail records from SIP headers when you are unable to retrieve or capture CDR data from the PBX*

*(has limited information compared to PBX supplied CDR)



Replay VoIP products are:

- 100% software solutions, no hardware to install or configure
- Works on switched or hub-based Ethernet networks
- Advanced role-based security
- Optional encryption of the recordings
- Call recordings are saved as .WAV files
- Built-in easy auto-archive and auto-backup functionality for recordings
- Flexible storage for recordings (local/network drive or NAS/SAN)
- Recordings can be played, downloaded or e-mailed as attachments
- Ability to pause and restart recording during conversations
- Text notes may be added during playback of recordings, allowing alternative search capabilities by entire or partial words
- Automated cataloging and centralized voice repository
- Supported CODEC: G.711, G.729, G.722, G.723, G.726 (Coming soon)
- Automated archiving and deleting of recordings
- Very flexible "recording" filter

Replay ST

For connecting with actual phone sets:

Replay ST works with most analog and digital telephones. It records telephone conversations directly from your phone to your PC for later retrieval by the **Tapit Nova** Call Accounting System. Our equipment is simple, effective and easy to use. **Replay ST** runs on your PC. There is a hardware interface to your phone that connects to a USB port on your PC. It is a simple, easy-to-use application that records telephone conversations.

- The software is easy to install on PC or laptop
- Hardware interface connects your telephone with your computer's USB port, enabling recording of telephone conversations directly to an mp3 file
- Recorded files may be stored on the local or network drive
- Recordings can be emailed as attachments
- Text notes may be added during playback of recordings, allowing alternative search capabilities by entire or partial words
- The recorded files can be played or edited with any Windows sound recording application
- Built-in easy auto-archive and auto-backup functionality for recordings

You Can Depend On Trisys

Since 1987 Trisys, Inc. has offered premier telephone call accounting and call recording products. Our commitment has brought us nationwide industry awards and recognition, as well as the appreciation of tens of thousands of clients. You can count on us to provide an exceptional product and to back it up with excellent service. We deliver every time with leading products and unparalleled technical support.

Our Products Work. We Guarantee It.

Call Recording products from Trisys, Inc. carry a three-year guarantee, by far the longest available in the industry today. We are confident in our products and committed to helping our customers make the most of using them. To assist you each of our products offers convenient, user-friendly support with on-screen help facilities and easy-to-read manuals. The first year of free technical support allows unlimited access to our Help Desk.



Trisys, Inc.

215 Ridgedale Avenue • Florham Park, New Jersey 07932-1355
Phone: 973-360-2300 • Fax: 973-360-2222 • E-mail: sales@trisys.com
www.trisys.com

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

Topic:

Engineering: Energy Upgrades at City Buildings - American Energy Services (Frederick, MD) \$49,044.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Energy_Upgrades_at_City_Buildings.pdf

Description

Purchase Form

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 6/21/16**

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

Originating Department: Engineering Department By: Rodney Tissue, City Engineer
Account Number: 1609004-5329 Account / Project Name: Energy Efficiency for City Hall, Grandstand & Ice Rink
Budget Amount: \$65,612 Account Balance: \$56,295.60 Year: 15/16 CIP Control No. G0242
Unbudgeted \$: -0- Source of Funds: Maryland Energy Administration Grant

Quantity	Description	Value
1	Lighting retrofits Grandstand/Police Athletic League	\$21,471.00
1	Lighting retrofits Ice Rink	\$15,036.00
1	Lighting retrofits City Hall	\$12,537.00

TOTAL VALUE OF PROJECT: \$49,044.00

ABOVE TO BE USED FOR:

Lighting upgrades for improved Energy Efficiency at City Hall, Grandstand & Ice Rink.

Estimated electric savings is 88,000 kwh per year yielding a simple payback of 7 years

Includes energy audit recommended projects: G2, G3, G4, G5, G7, I1, I2, I3, C3, C5 & C6

Recommended Vendor:

Business Name: American Energy Services
Address: 3951 Dartmouth Ct Ste 4
City, State: Frederick, MD 21703
Bid/Proposal/Quote No.: RFP-16-LR-04 (Total Actual Bid = \$74,559.00)

OTHER VENDORS:		
Firm	City/State	Total Amount
Beacon Electric	Clear Spring, MD	\$134,196.00
American Energy Corporation	Elkton, MD	\$87,830.00

(1) Department Manager

Recommend award of contract Energy Efficiency Upgrades for City Hall, Grandstand & Ice Rink to American Energy Services in the amount of \$49,044.00. Funding is taken from a Maryland Energy Administration grant that staff obtained and received because of the "Sustainable Maryland Certified" Program.

Rothin 6/8/16

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

*Jason L. Miller
6-8-2016*

Signature / Date

(3) Finance Manager:

Recommend approval for this grant funded purchase.

Michelle L. K...

Signature / Date

6/8/16

(4) City Administrator's Recommendation:

Recommend approval

Valerie A. Mc...

Signature / Date

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

Topic:

Parks: 2017 Ford F550 Dump Truck, Replacement of Unit 308 - McCafferty Ford
(Mechanicsburg, PA) \$ 68,285.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Parks_Division_-_Replacement_of_Unit_308.pdf

Description

Unit 308 Purchase
Information

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

In FY 16/17, under CIP C0570, the total amount budgeted of \$110,000 includes \$80,000 for a replacement dump truck and \$30,000 to replace pickup truck #312. We also plan to use \$8,637 for a replacement mower.


Signature/Date

5/24/16

(2) PURCHASING AGENT:

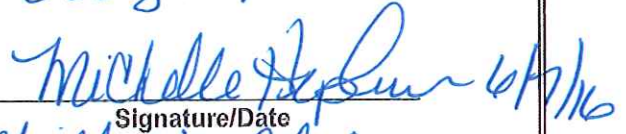
Recommend Approval.


Signature/Date

6/8/2016

(3) FINANCE MANAGER:

Recommend approval. At this time, this vehicle has been grounded due to extensive, poor condition. The FY17 approved budget included replacement of this truck with funding provided by a future 2017 GO bond issue. This vehicle is also utilized by the Parks to remove snow; is


Signature/Date

6/8/16

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

considered necessary by the department.

Recommend approval


Signature/Date

6/8/16



CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2016/17
(attach to consent agenda form)

Department Parks & Engineering Division Parks & Recreation Division
Vehicle Call # 308 (Asset #5662) Model Yr 2002 Serial # 1FDAF57F62EB53798
Make Ford Model F550
Vehicle Description Dump Truck
Mileage 54,000 # of Service Repair Orders * 100 + Repair Costs to Date ** \$61,247
Condition Poor

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work Hours / Age X Age
Other (please explain in detail) This dump truck will not pass DOT inspection and has been grounded.
Estimated cost for needed repairs is \$6,000 - \$8,000.

Is Purchase an Addition to Fleet? No Reason:

Disposition:

Sell at Auction: X Salvage Value: \$5,000 Transfer Within City:
Other:

Notes:

Date: 05/24/16 Report Prepared By: Junior Mason, Parks & Recreation Mgr

* Do not include routine maintenance

** Do not include routine maintenance



CITY OF HAGERSTOWN
Insuring and Licensing of Motor Vehicles

Date: 05/24/2016

Department Number: 0145000
Department Name: Parks
Fixed Asset Number: 5662
Dept Unit #: 308
Make: Ford
Model: F-550
Year: 2002
Serial/VIN#: 1FDAF57F62EB53798
Cubic Inch: _____
Liters: _____
Cylinders: _____
Cycle: _____
Engine Config: _____
Weight: _____
Fuel Type: Unleaded
Vehicle Cost: _____
Aux. Equip. Cost: _____
Mileage: _____
Titled Yes/No: YES
Title No.: _____
License No.: _____ Emergency Vehicle (Y/N) Y
Acquired From: GOING TO AUCTION
Disposal: (4) (1-Trade-In 2-Tranferred 3-Junked 4-Sold)
If Transferred: New Department
Changed Submitted By: _____
Coverage: (0) (1-Liability 2-Comprehensive 3-Collision 4-All)
Storage Location: _____

Company: CITY OF HAGERSTOWN
 Contact: SCOTT KISER
 Address: 1 EAST FRANKLIN STREET
 City, State, Zip: HAGERSTOWN, MD 21740
 Phone #: 301-739-8577
 Cell #:
 Fax #: 301-791-6761
 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		Prepared by:	5.5.16	DB
		013-114		STOCK		NO
		025-167		FACTORY ORDER	YES	
# Units:	1	026-055		LOCATE		NO
Year:	2017	MSRP	\$	54,675.00		

Factory Codes		Standard Features - Description		Price
Body:	F5H	F550 4 X 4		\$46,425.00
Engine:		6.7L V8 DIESEL		
Trans:		6 SPEED AUTO		
Pep Pack:	660A	XL TRIM - AIR CONDITIONER		
Whlbase:	145"			
Ext. Color		OXFORD WHITE		
Int. Color		MEDIUM EARTH GR - VINYL - 40/20/40		

Additional Factory Options		Price
XL TRIM		
AIR CONDITIONER		
AM/FM STER/CLK		
225 MAX TRAC4.88 LTD SLIP		
PAYLD PLUS UPGR		
PWR EQUIP GROUP		
TELE TT MIR-PWR		
119500# GVWR PKG		
ENG BLK HEATER		
SNOW PLOW PKG		
BRAKE CONTROLLER		
HI MNT STOP LMP		
MANUAL REGEN		
BODY AS PER ATTACHED SPECS		
CO STARS CONTRACT 025-167		

* Delivery Available

*Municipal Registration Plate Processing Available

Total Cost of Vehicle	\$46,425.00
Selling Price of Vehicle	
Total Selling Price per Vehicle	\$46,425.00

Customer Approval _____

Date: _____

Dealership Acceptance _____

Date: _____

DEJANA

Truck and Utility Equipment

QUOTE



New York, New England, Mid Atlantic
& Greater Philadelphia
490 Pulaski Rd Kings Park, NY 11754
Phone(631)544-9000 Fax(631)544-3501
WWW.DEJANA.COM

QUOTE #	GB002720-1
DATE	5/5/2016

SOLD TO: MCCAFFERTY FORD/MECHANICSBURG

SHIP TO: MCCAFFERTY FORD/MECHANICSBURG

P.O. BOX 7275
6320 CARLISLE PIKE
MECHANICSBURG PA 17050

P.O. BOX 7275
6320 CARLISLE PIKE
MECHANICSBURG PA 17050

Phone: 7177664733
Fax: (717) 766-0355
Email:

Phone: (717) 766-4733
Fax: (717) 766-0355

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
BOB WESCOTT	CITY OF HAERSTOWN, MD	yes	6/4/2016

MAKE:	FORD	MODEL:	F-550	YEAR:	2016	SRW/DRW:	DRW
CAB TO AXLE:	60.0	WHEELBASE:	141.0	VIN:	ASAP		
STOCK/ORDER NUMBER:	TT	TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS: 3393.21					

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>RUGBY 9' 3-4 YARD ELIMINATOR LP DUMP BODY, 94" O.D. WIDTH:</p> <p>-----</p> <p>*DOUBLE WALLED SIDES: 10 GA. INNER WALL AND 12 GA GRADE 50 OUTER WALL</p> <p>*17" HIGH SIDES</p> <p>*23" TAILGATE HEIGHT</p> <p>*FULLY BOXED TOP RAIL</p> <p>*FULLY BOXED PERIMETER TAILGATE WITH TWO VERTICAL BRACES</p> <p>*OVAL RECESSED STOP/TURN/TAIL LIGHT ASSY</p> <p>*EASY LATCH (PATENTED) TAILGATE ACCESS</p> <p>*5" STRUCTURAL LONG SILL</p> <p>*3" I-BEAM CROSSMEMBERS ON 16" CENTERS</p> <p>*INSTALLED AND PAINTED BLACK</p> <p>Price Reflects Single-Stage Paint only. An incremental up-charge will be assessed for solid colors that can be painted single stage and an additional charge will be added on all Base Coat / Clear Coat applications</p> <p>INCLUDED:</p>		
1	ELIMINATOR STD LIGHT KIT INCANDESCENT - 2013 LP STYLE		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1/4 CABSHIELD FOR 2/3 & 3/4 YARD RUGBY DUMP BODY 15" D		
1	RUGBY MODEL SR-4016DM CLUTCH PUMP DRIVEN HOIST CLASS 40 HOIST, 5.5" BORE, 16" STROKE, 2" DIAMETER ROD 10.6T CAPACITY 9' BODY		
1	CLUTCH PUMP KIT, 7 GPM, FOR FORD 6.7 DIESEL CHASSIS 2011-C		
1	DONOVAN BULLET ELECTRIC TARP MECHANISM WITH 14' TARP AND 30 DEG. ALUMINUM ARMS		
1	BOARD POCKETS AS HIGH AS BASE OF CABSHIELD 27" FROM TOP OF SIDE ON 2/3 YD DUMP 22" FROM TOP OF SIDE ON 3/4 YD DUMP		
1	FULL PLATE RECEIVER TUBE WITH ICC BUMPER		
1	BACK UP ALARM		
1	PLUG, 7 PRONG FLAT TRAILER		
1	2 BUYERS 6.5" OVAL AMBER LED STROBES IN FRONT OF CABSHIELD		
1	2 BUYERS 6.5" OVAL AMBER LED STROBES IN REAR OF BODY		
1	2 BUYERS 6.5" OVAL AMBER LED STROBES, ONE ON EACH SIDE OF THE CABSHIELD		
1	SUPPLY AND INSTALL A 9' PRO PLUS WESTERN ULTRAMOUNT SNOWPLOW DELIVERY SUBJECT TO AVAILABILITY		
1	CONTROL CAB COMMAND		
1	MUNICIPAL PRICING USED		
1	BUYERS UNIVERSAL SUPER DUTY RUBBER DEFLECTOR FITS UP TO A 10' BLADE		
1	DELIVERY TO DEALERSHIP		
	THANK YOU!		

SUBTOTAL	\$17,330.00
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$17,330.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	ADD TO QUOTE
1	FULL CABSHIELD FOR 2/3 & 3/4 YARD RUGBY LP DUMP BODY 36"D	\$390.00	\$390.00	Yes / No
1	DONOVAN ALUMINUM WIND DEFLECTOR KIT 1 PIECE KIT	\$260.00	\$260.00	Yes / No
1	36" ALUMINUM UNDERBODY TOOLBOX	\$410.00	\$410.00	Yes / No

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	ADD TO QUOTE
1	RUGBY 9' 3-4 YARD STAINLESS STEEL ELIMINATOR LP DUMP BODY, 96" O.D. WIDTH: ----- *DOUBLE WALLED STAINLESS STEEL SIDES (10GA IN/12 GA OUT) AND ENDS *ENTIRE EXTERIOR 201 2B STAINLESS STEEL *17" HIGH SIDES *23" TAILGATE HEIGHT *3/16" AR400 CROSS MEMBERLESS STEEL FLOOR-ONE PIECE, SEAMLESS *FULLY BOXED TOP RAIL *FULLY BOXED PERIMETER TAILGATE WITH TWO VERTICAL BRACES *OVAL RECESSED STOP/TURN/TAIL LIGHT ASSY *EASY LATCH (PATENTED) TAILGATE ACCESS *8" STRUCTURAL LONG SILLS *INSTALLED (BODY TO BE NATURAL STAINLESS FINISH) INCLUDED: *1/4 INTERGRATED CABSHIELD W/WINDOW 12GA STAINLESS STEEL ****UPGRADE PRICE IN ADDITION TO THE ABOVE****	\$4,345.00	\$4,345.00	Yes / No
1	SUPPLY AND INSTALL WESTERN 8' 1.8 CU YD TORNADO HOPPER SPREADER ADJUSTABLE CHUTE DUAL ELECTRIC MOTORS	\$4,990.00	\$4,990.00	Yes / No
1	SUPPLY AND INSTALL WESTERN 8' 2.5 CU YD TORNADO HOPPER SPREADER ADJUSTABLE CHUTE DUAL ELECTRIC MOTORS	\$5,560.00	\$5,560.00	Yes / No
1	SUPPLY AND INSTALL A BUYERS SALT DOGG 8' 2.0 CU YD POLY ELECTRIC HOPPER SPREADER -EXTENDED CHUTE	\$4,530.00	\$4,530.00	Yes / No
1	SUPPLY AND INSTALL A BUYERS SALT DOGG 8' 4.0 CU YD POLY ELECTRIC HOPPER SPREADER -STANDARD CHUTE	\$8,115.00	\$8,115.00	Yes / No

Customer must fill out the information below before the order can be processed...

Quote #GB002720-1

Accepted by:		Date:		PO#:	
Dealer's Stock#:		Vin ID#:			
TRUCK AT DEALER AND READY FOR PICKUP?					
YES:		NO:		OTHER:	
Make:			Model:		
Color:			WB:		

- ♦ PLEASE SIGN AND INCLUDE PO IF REQUIRED AND FAX BACK TO 631-544-3501
- ♦ Labor and installation is included in all pricing.
- ♦ Quoted price does not include any applicable taxes.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

BID ITEM WORKBOOK
COSTARS-25 Municipal Work Vehicles
BIDDER/CONTRACTOR DATA

BIDDER/CONTRACTOR'S LEGAL NAME: McCAFFERTY FORD OF MECHANICSBURG, INC.
D/B/A NAME, IF APPLICABLE: McCAFFERTY FORD
BIDDER ADDRESS: 6320 CARLISLE PIKE
 MECHANICSBURG, PA. 17055
COUNTY LOCATED IN: CUMBERLAND
VENDOR NUMBER: 138323
PA Legislative House District Number 87 **PA Legislative Senate District Number** 31

PA Qualified Small Business (SB) ☐ NO ☐ YES **OR** **Woman-owned Business Enterprise (WBE)** ☐ NO ☐ YES

PA Certified Minority-owned Business Enterprise (MBE) ☐ NO ☐ YES

Primary POC regarding IFB/Contract: AL SCHOCK
Secondary POC regarding IFB/Contract: GERALD TURNER
PHONE NUMBER: 877.568.0846
FAX NUMBER: 717.766.8750
EMAIL ADDRESS: AASCHOCK@AOL.COM
COMPANY'S GENERAL WEBSITE ADDRESS: McCAFFERTY.COM

SEND PURCHASE ORDER(S) TO NAME:
D/B/A NAME, IF APPLICABLE: AL SCHOCK
ADDRESS: McCAFFERTY FORD
 6320 CARLISLE PIKE
 MECHANICSBURG, PA. 17055
COUNTY LOCATED IN: CUMBERLAND
HOURS OF OPERATION: 800 TO 1600 MON THRU FRI. SAT BY APPOINTMENT ONLY
POC regarding PURCHASE ORDER(S): AL SCHOCK
PHONE NUMBER: 877.568.0846
FAX NUMBER: 717.766.8750
EMAIL ADDRESS: AASCHOCK@AOL.COM

SEND PAYMENT(S) TO NAME:
D/B/A NAME, IF APPLICABLE: AL SCHOCK
ADDRESS: McCAFFERTY FORD
 6320 CARLISLE PIKE
 MECHANICSBURG, PA. 17055
POC regarding PAYMENT(S): AL SCHOCK
PHONE NUMBER: 877.568.0846
FAX NUMBER: 717.766.8750
EMAIL ADDRESS: AASCHOCK@AOL.COM

BID ITEM WORKBOOK
COSTARS-25 Municipal Work Vehicles
QUESTIONS

BIDDERS/CONTRACTOR'S LEGAL NAME: MCCAFFERTY FORD OF MECHANICSBURG, INC

PLEASE BE ADVISED - COMPLETE ALL QUESTIONS AND EXPLANATIONS FOR YOUR BID TO BE ACCEPTED AS A RESPONSIBLE AND RESPONSIVE BID

The bidder shall answer the following questions:

QUESTION	YES	NO	EXPLANATION
1) Does the Bidder-Contractor have any minimum order requirements? If yes, please explain.		NO	
2) In accordance with Section 14 of the <i>Standard Terms and Conditions</i> , the Contractor shall deliver all item(s) F.O.B. Destination. a.) Is the Bidder-Contractor quoting shipping costs as a separate line item? b.) If no, is the Bidder-Contractor including shipping costs in its pricing?	YES		
3) Does the Bidder-Contractor offer any pricing incentive(s) such as for Internet ordering? If yes, please explain.		NO	
4) Does the Bidder-Contractor offer any prompt payment discount(s)? If yes, please explain.		NO	
5) a.) Does the Bidder-Contractor accept credit card(s) as a method of payment from any Purchaser? If yes, please specify the particular type(s) of card(s) accepted: b.) If yes, does the Bidder-Contractor charge any fee(s) to the Purchaser for payment(s) made by credit card? If yes, please explain.		NO	
6) Does the Bidder-Contractor charge any late fee(s) to the Purchaser for payment not made in accordance with Section 11 of the <i>Standard Terms and Conditions</i> ? If yes, please explain.	YES		8% AFTER 45 DAYS AFTER TAKING DELIVERY
7) After notification of contract award, is the Bidder-Contractor willing to further negotiate pricing with COSTARS members?	YES		
8) Does the Bidder-Contractor offer lease and installment purchases?	YES		THRU FORD MUNICIPAL CREDIT
9) If the Bidder is a manufacturer bidding directly, does the Bidder wish to offer contract items via its dealer network? If yes, please complete LIST OF AUTHORIZED DEALERS sheet of this workbook including supplier information and stating any dealer's territory breakdown (such as counties, municipalities, or regions). Also, indicate on the Bidder-Contractor Data Sheet a representative for purchasers to contact regarding POs and payment.		NO	
10) Is the Bidder-Contractor going to provide a dedicated COSTARS website for Purchasers (see Section 9 of the <i>Standard Terms and Conditions</i>)? If yes, how much time after notification of contract award will the Bidder-Contractor need to have the website up and running?	YES		120 DAYS

BID ITEM WORKBOOK **COSTARS-25 Municipal Work Vehicles** **SERVICE AREA**

BIDDERS/CONTRACTOR'S LEGAL NAME: McCAFFERTY FORD OF MECHANICSBURG, INC

Please refer to Section 5 of the COSTARS Contract Special Terms and Conditions for guidance.

SERVICE AREA

☒ Statewide
OR

- ☐ 1 Adams
- ☐ 2 Allegheny
- ☐ 3 Armstrong
- ☐ 4 Beaver
- ☐ 5 Bedford
- ☐ 6 Berks
- ☐ 7 Blair
- ☐ 8 Bradford
- ☐ 9 Bucks
- ☐ 10 Butler
- ☐ 11 Cambria
- ☐ 12 Cameron
- ☐ 13 Carbon
- ☐ 14 Centre
- ☐ 15 Chester
- ☐ 16 Clarion
- ☐ 17 Clearfield
- ☐ 18 Clinton
- ☐ 19 Columbia
- ☐ 20 Crawford
- ☐ 21 Cumberland
- ☐ 22 Dauphin
- ☐ 23 Delaware

- ☐ 24 Elk
- ☐ 25 Erie
- ☐ 26 Fayette
- ☐ 27 Forest
- ☐ 28 Franklin
- ☐ 29 Fulton
- ☐ 30 Greene
- ☐ 31 Huntingdon
- ☐ 32 Indiana
- ☐ 33 Jefferson
- ☐ 34 Juniata
- ☐ 35 Lackawanna
- ☐ 36 Lancaster
- ☐ 37 Lawrence
- ☐ 38 Lebanon
- ☐ 39 Lehigh
- ☐ 40 Luzerne
- ☐ 41 Lycoming
- ☐ 42 McKean
- ☐ 43 Mercer
- ☐ 44 Mifflin
- ☐ 45 Monroe
- ☐ 46 Montgomery

- ☐ 47 Montour
- ☐ 48 Northampton
- ☐ 49 Northumberland
- ☐ 50 Perry
- ☐ 51 Philadelphia
- ☐ 52 Pike
- ☐ 53 Potter
- ☐ 54 Schuylkill
- ☐ 55 Snyder
- ☐ 56 Somerset
- ☐ 57 Sullivan
- ☐ 58 Susquehanna
- ☐ 59 Tioga
- ☐ 60 Union
- ☐ 61 Venango
- ☐ 62 Warren
- ☐ 63 Washington
- ☐ 64 Wayne
- ☐ 65 Westmoreland
- ☐ 66 Wyoming
- ☐ 67 York

BID ITEM WORKBOOK**COSTARS-25 Municipal Work Vehicles****LIST OF AUTHORIZED DEALERS, IF APPLICABLE (Refer to "QUESTIONS" Tab, Question 8)****INSERT AS MANY AS MAY BE NEEDED**

AUTHORIZED DEALER LEGAL NAME:		McCAFFERTY FORD OF MECHANICSBURG, INC
D/B/A NAME, IF APPLICABLE:		McCAFFERTY FORD
ADDRESS:		6320 CARLISLE PIKE
		MECHANICSBURG, PA. 17055
COUNTY LOCATED IN:		CUMBERLAND
HOURS OF OPERATION:		800 TO 1600 MON THRU FRI SAT BY APPOINTMENT ONLY
POC regarding PURCHASE ORDER(S):		AL SCHOCK
PHONE NUMBER:		877.568.0846
FAX NUMBER:		717.766.8750
EMAIL ADDRESS:		AASCHOCK@AOL.COM

AUTHORIZED DEALER LEGAL NAME:		
D/B/A NAME, IF APPLICABLE:		
ADDRESS:		
COUNTY LOCATED IN:		
HOURS OF OPERATION:		
POC regarding PURCHASE ORDER(S):		
PHONE NUMBER:		
FAX NUMBER:		
EMAIL ADDRESS:		

AUTHORIZED DEALER LEGAL NAME:		
D/B/A NAME, IF APPLICABLE:		
ADDRESS:		
COUNTY LOCATED IN:		
HOURS OF OPERATION:		
POC regarding PURCHASE ORDER(S):		
PHONE NUMBER:		
FAX NUMBER:		
EMAIL ADDRESS:		

BID ITEM WORKBOOK

COSTARS-25 Municipal Work Vehicles

PRODUCT CATEGORY/MANUFACTURER LIST

BIDDERS/CONTRACTOR'S LEGAL NAME:

McCAFFERTY FORD OF MECHANICSBURG, INC

The bidder must identify the product category(ies) and manufacturer line(s) for the items that the bidder is offering. If the Bidder is not a manufacturer, it must submit written proof from each manufacturer of the Bidder's authorization to sell the manufacturer's goods and materials, as required by this Contract (the proof need not be specific to this procurement). Refer to Paragraph 7.b. of the Instructions to Bidders for COSTARS Contracts for further guidance.

	PRODUCT CATEGORY (Identify all that are applicable with a checkmark.)	MANUFACTURERS (State ALL that are applicable. Attach additional sheet(s) to this workbook if necessary.)	
		FORD CHASSIS AND VENDOR OF YOUR CHOICE	ANY FORD CERTIFIED VENDOR OF YOUR CHOICE
<input checked="" type="checkbox"/>	Air compressors and generator suppliers (truck mounted)		
<input checked="" type="checkbox"/>	Alternate Fuel Conversions		
	Body upfit suppliers (Chassis suppliers are only authorized to sell items for which they are an authorized dealer. Body upfits must be purchased from awarded, authorized suppliers under the COSTARS contract; or the body must be purchased separately in accordance with the LPPUs regular procurement requirements. Suppliers are authorized to provide a single invoice for a chassis and body upfit if that invoice references the COSTARS contract from which the chassis or body upfit is purchased, is priced according to that contract, is compliant with all contract terms and conditions, and contains no markup on the body upfit.)		
<input checked="" type="checkbox"/>	Bucket trucks		
<input checked="" type="checkbox"/>	Cab and chassis		
<input checked="" type="checkbox"/>	Crane suppliers (truck mounted)	FORD MOTOR COMPANY	
<input checked="" type="checkbox"/>	Garbage trucks		
<input checked="" type="checkbox"/>	Hydraulic system suppliers (truck mounted)		
<input checked="" type="checkbox"/>	Liftgate suppliers		
<input checked="" type="checkbox"/>	Lifts - Vehicles, Mobile (which do not require construction to install)		
<input checked="" type="checkbox"/>	Liquid winter maintenance system suppliers (truck mounted)		
<input checked="" type="checkbox"/>	Pickup trucks and cargo vans	FORD MOTOR COMPANY	
<input checked="" type="checkbox"/>	Recycling trucks		
<input checked="" type="checkbox"/>	Salt/Sand spreader suppliers (truck mounted)		
<input checked="" type="checkbox"/>	Snowplow suppliers (truck mounted)		
<input checked="" type="checkbox"/>	Trailer suppliers		
<input checked="" type="checkbox"/>	Vacuum trucks		

BID ITEM WORKBOOK**COSTARS-25 Municipal Work Vehicles****ANCILLARY SERVICES, IF APPLICABLE**

BIDDERS/CONTRACTOR'S LEGAL NAME:

McCAFFERTY FORD OF MECHANICSBURG, INC

A Contractor may choose to offer ancillary services in conjunction with the products it provides to the Purchaser. However, any ancillary services offered must be integral to the initial acquisition, must be initiated at the time of purchase, and must be included in the scope of the original procurement. Stand-alone services are not within the scope of this supply contract.

	ANCILLARY SERVICES (Identify all that are applicable with a checkmark.)	PRICING (If applicable. Please attach additional sheet(s) with detailed pricing if necessary.)
<input checked="" type="checkbox"/>	Extended Warranty	AVAILABLE FROM FORD THRU THE DEALERSHIP
<input checked="" type="checkbox"/>	Preventive Maintenance Services	AVAILABLE FROM FORD THRU THE DEALERSHIP
<input checked="" type="checkbox"/>	Special Delivery Arrangements	AVAILABLE FROM FORD THRU THE DEALERSHIP
<input checked="" type="checkbox"/>	Special Lettering	AVAILABLE FROM OUT SIDE VENDORS THRU THE DEALERSHIP
<input checked="" type="checkbox"/>	Training	AVAILABLE AT TIME OF DELIVERY, SPECIAL TRAINING CAN BE ARRANGED
<input type="checkbox"/>	Installation	

The Bidder may submit the list of ancillary services and prices it proposes to offer. If it is not possible to submit pricing, as may be the case with certain installation services, the Bidder shall simply note that it is offering the service and that the actual price will be negotiated between it and the COSTARS participant and annotated on the purchase order at time of order.

BID ITEM WORKBOOK
COSTARS-25 Municipal Work Vehicles
BID ITEM SHEET

BIDDERS/CONTRACTORS LEGAL NAME

McCAFFERTY FORD OF MECHANICSBURG, INC.

PRICING

The Bidder may offer any type of discount, mark-up, or other pricing structure such as multiple discounts for different lines of products, or different price lists, or different classes of Purchasers, or different prices for different quantities of products. Please reference Subsection 6.b. of the Special Terms and Conditions for further guidance.
After Contract award, a Contractor may offer, either on its own initiative or at a Purchaser's request, additional discounts, reduced mark-ups, customized lists, or discounted prices for any purchase within the scope of the Contract, even if such discounts, mark-ups, or discounted prices were not included in the bid prices.

The Bid Item Workbook should contain a separate Bid Item Sheet for each manufacturer's price list or cost sheet.

MANUFACTURER

FORD MOTOR COMPANY

PRICING STANDARD: (Check that which is applicable.)

XX Catalog or Manufacturer's/Distributor's Most Recently Published Price List Less % of Discount
Suppliers Cost Plus % of Mark-up
Suppliers Cost Plus Fixed \$ Amount
Custom List including Net Prices

PRICE LIST IDENTIFICATION:

CATALOG OR PRICE LIST NAME: PRICED DORA-DEALER COST

IDENTIFICATION NO. (IF APPLICABLE): (I.e. Volume 5, Spring 2006)

EFFECTIVE DATE: 10.01.2012

CLASS OF PURCHASER:

(I.e. All Purchasers or separate lines for specific divisions, such as Educational Purchasers and Non-educational Purchasers.)

SAMPLE PRICING TEMPLATE

It is suggested, but not required, that the Bidder submit pricing using the template.
The Bidder shall attach and submit any different format with its Bid Item Workbook.

ITEM CATEGORY

Sample 1 - Percent Discount(s) from Identified Catalog or Manufacturer/Distributor's Price List. Discounts shall remain firm for the entire contract period. (Reference Special Terms and Conditions, Subsection 6.c.)

Sample 2 - Percent Mark-up above the Suppliers Specified Cost. Mark-ups shall remain firm for the entire contract period. (Reference Special Terms and Conditions, Subsection 6.c.)

Sample 3 - Fixed Dollar Amount above the Suppliers Specified Cost. Mark-ups shall remain firm for the entire contract period. (Reference Special Terms and Conditions, Subsection 6.c.)

Sample 4 - Customized List. A Contractor may update its Contract pricing information. (Reference Special Terms and Conditions, Subsection 6.c.)

EXAMPLE - VOLUME PRICING

VOLUME BAND I [SPECIFY QUANTITY] % DISCOUNT FROM LIST PRICE	VOLUME BAND II [SPECIFY QUANTITY] % DISCOUNT FROM LIST PRICE	VOLUME BAND III [SPECIFY QUANTITY] % DISCOUNT FROM LIST PRICE
VOLUME BAND I [SPECIFY QUANTITY] % MARK-UP ABOVE COST SHEET	VOLUME BAND II [SPECIFY QUANTITY] % MARK-UP ABOVE COST SHEET	VOLUME BAND III [SPECIFY QUANTITY] % MARK-UP ABOVE COST SHEET
12%	12%	12%
VOLUME BAND I [SPECIFY QUANTITY] % MARK-UP ABOVE COST SHEET	VOLUME BAND II [SPECIFY QUANTITY] % MARK-UP ABOVE COST SHEET	VOLUME BAND III [SPECIFY QUANTITY] % MARK-UP ABOVE COST SHEET
\$ _____	\$ _____	\$ _____
VOLUME BAND I [SPECIFY QUANTITY] NET PRICE	VOLUME BAND II [SPECIFY QUANTITY] NET PRICE	VOLUME BAND III [SPECIFY QUANTITY] NET PRICE
\$ _____	\$ _____	\$ _____

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

Topic:

Purchase of Crime Cameras - Skyline Technology Solutions (Glen Burnie, MD) \$ 46,402.68

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

SKYLINE_-_CRIME_CAMERAS.pdf
CRIME_CAMERAS_-_CONSENT_AGENDA.pdf

Description

CRIME CAMERAS QUOTE
CONSENT AGENDA



Skyline Technology Solutions

PROPOSAL

6956-F Aviation Boulevard
Glen Burnie, MD 21061
Phone: 410-766-1993
Fax: 410-766-5774

Proposal #: 7976
Date: 05/17/2016
Terms: Net 30 Days
Sales Person: Kendra D Collier

NO LIMITS.

Prepared For:

Hagerstown Police Department
Hagerstown Police Department
50 North Burhans Blvd.
Hagerstown, MD 21740

Police Administration

Location:

Hagerstown Police Department
Hagerstown Police Department
50 N Burhans Boulevard
Hagerstown, MD 21740-

Proposed Service:

MANUFACTURERS WARRANTY INFORMATION:

- 1) Prices quoted are good for 30 days.
- 2) Pricing is based on Net 30 terms.
- 3) **Customer responsible for final approval on supplied materials.**
- 4) Skyline's standard terms & conditions apply; see attached.

This proposal is for materials only, and no fiber connection.

NUMBER	DESCRIPTION	QTY	UNIT COST	TOTAL
EX1250TSP-MB4L-AS	SFP Module, Hardened (-40°C - 75°C) Gigabit MSRP \$225.00	22	\$175.50	\$3,861.00
Axis P1428-E	P1428-E Bullet Network Camera 4K Res 3840 x 160 Pixels	22	\$779.22	\$17,142.84
EX78931-0VB	Hardened Managed 16-port Gigabit Ethernet Switch - 12 copper(8 x PoE) and 4 SFP ports	11	\$1,754.22	\$19,296.42
NB181608-100	L-Com 120 VAC 18x16x8 " Weatherproof enclosure(passthrough)	11	\$218.59	\$2,404.55
HGX-PMT17	L-Com Rugged Pole Mount for the L-com NBP141004 Series enclosures which is easy to install and fits poles 3 to 12-inches in diameter.	11	\$32.76	\$360.36
Project Installation	MMS660S - Minuteman 6-outlet slimline wall-tap, six grounded outlets, wall-tap anchors to outlet using included screw, high visibility green LED protection indicator, attractive and functional low-profile design, UL 1449, UL 1363 certified, lifet	11	\$8.57	\$94.27
OC-ENT-1C	Ocularis Enterprise Camera License	22	\$147.42	\$3,243.24



Skyline Technology Solutions

PROPOSAL

6956-F Aviation Boulevard
Glen Burnie, MD 21061
Phone: 410-766-1993
Fax: 410-766-5774

Proposal #: 7976
Date: 05/17/2016
Terms: Net 30 Days
Sales Person: Kendra D Collier

NO LIMITS.

Prepared For:

Hagerstown Police Department
Hagerstown Police Department
50 North Burhans Blvd.
Hagerstown, MD 21740

Police Administration

Location:

Hagerstown Police Department
Hagerstown Police Department
50 N Burhans Boulevard
Hagerstown, MD 21740-

*Non-taxable Freight included if applicable.

***By signing below or issuing a purchase order or sending an email approval or providing a contract for services constitutes acceptance of this proposal and its attached terms & conditions:**

Customer Signature: **X** _____

Printed Name: _____

Date: _____

LABOR	\$0.00
MATERIALS	
& FREIGHT*	\$46,402.68
SUB TOTAL	\$46,402.68
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$46,402.68

1. EXCLUSIONS: Unless specifically included in writing herein the following are excluded from this estimate: Permits (electrical or other), telephone lines, network connections & service, wireless service, electrical power, conduit, raceway, monitoring, lighting and any equipment or service not specifically provided for herein.
2. WARRANTY: All SKYLINE equipment installed as part of a new installation is warranted parts and labor for one calendar year from the first day of beneficial use unless otherwise noted. All warranty work shall be performed during normal business hours of 8AM to 5PM Monday to Friday except State & Federal Holidays. It is our policy to exclude from coverage and/or support, any equipment that has been provided & installed by SKYLINE if that equipment has been serviced, altered, changed, upgraded or added on to, by any person or entity other than an authorized SKYLINE employee. Repairs made necessary by violation of this policy will be billable at prevailing rates. No additional warranties are provided for where existing equipment is utilized unless specifically included herein.
3. COMMENCEMENT: Work starts 4-6 weeks after receipt of order & deposit payment. All work will be performed during normal business hours of 7AM to 5PM EST Monday to Friday except State & Federal Holidays.
4. EXPIRATION: Pricing quoted herein valid for 15 calendar days.
5. DEPOSIT: 50 Per Cent of total contract due upon acceptance of proposal(s) unless otherwise indicated. Progressive billing may be required if project exceeds one month in duration.
6. TAX: If price does not include/reflect taxes, tax will be billed with final invoice unless tax exempt forms are provided.
7. WAGE SCALE: Wage Scales (Federal, State, and City, Local or other) that are required but not provided in advance and in writing to SKYLINE will result in additional labor charges being assessed based on the requirement of the scale.
8. EXISTING EQUIPMENT: This proposal assumes all existing devices & cabling are fully functional and ready to use. Existing equipment & cable found inoperative, broken, or otherwise unusable will be replaced as an above contract cost.
9. FIRE CODE COMPLIANCE: The SKYLINE system has been designed in good faith with the full intention of meeting the local Fire Marshal requirements; however SKYLINE can't always anticipate how the design will be received by the local authorities. Therefore any design changes, submittal packages, permits or repairs required to meet local Fire Marshal approval shall be considered an above contract cost.
10. LIQUIDATED DAMAGES - SKYLINE'S LIMITS OF LIABILITY: It is understood that SKYLINE is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to SKYLINE by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises.
11. INDEMNITY: Customer does not seek indemnity by this Agreement from SKYLINE and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless SKYLINE from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by SKYLINE, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against SKYLINE for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of SKYLINE.
12. EXPECTATIONS: SKYLINE makes no warranty, express or implied, that the systems it installs or the service it furnishes will avert or prevent occurrences, or the consequences therefrom, which the systems and services are designed to detect. Customer agrees that SKYLINE shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of SKYLINE, its agents or employees.
13. WAIVER: The Customer does hereby waive and release any rights of recovery against SKYLINE that it may have hereunder. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert.
14. LIABILITY LIMITATION: If SKYLINE should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be SKYLINE'S sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against SKYLINE more than one (1) year after the accrual of the cause of action therefore.
15. FALSE ALARMS: The State of Maryland & each county therein have False Alarm Laws permitting law enforcement agencies to site alarm users who have excessive false alarms. Under no conditions will SKYLINE assume financial responsibility for fines associated with citations stemming from false alarms. It is the customer's responsibility to routinely check the law for changes & to comply.
16. ALARM/FIRE SYSTEMS COMMUNICATIONS LINES: Customer acknowledges that when activated, the system is designed to seize the Customer's telephone service and the customer will not be able to place other telephone calls, including calls to the 911 emergency operator. A dedicated telephone line is recommended.
17. DELAYS: SKYLINE assumes no liability for delays in installations of the equipment or for the consequence there from. However caused, or for interruptions of service for the consequences therefrom due to a declared state of emergency, strikes, riots, floods, terrorism, acts of God or any cause beyond the control of SKYLINE. SKYLINE will not be required to provide service to the customer while interruption of service due to any such cause shall continue and for a reasonable period thereafter. DELAYS caused by the customer not providing access to the site are billable at prevailing rates.
18. RADIO AND COMMUNICATIONS: Problems, interruptions, inoperability and interference of a communication device; whether it be wireless, direct connect, telephone, DSL, Cable Modem, T-1, internet, fiber optic, coaxial cable or a combination thereof or similar too are not provided for unless specifically included in writing herein.
19. SEVERABILITY: If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
20. MODIFICATIONS - Modifications to this agreement must be in writing; dated and signed by a SKYLINE executive.
21. DEFAULT: Failure to pay any amount when due shall give SKYLINE, in addition to any other remedies, the right to terminate any and all agreements and to charge interest at the legal rate of eighteen percent (18%) per year on all delinquent amounts. A \$35.00 per month administrative processing fee applies for all late invoices. Customer agrees to pay all costs, expenses and fees of SKYLINE'S enforcement of this agreement, including collections expenses, attorney's fees, court costs and administrative fees.
22. JURISDICTION: This Agreement will be governed by the laws of the State of Maryland.
23. CANCELLATION: Cancelled orders are subject to a 25% restocking charge. No order may be cancelled after 3 business days. Custom orders cannot be cancelled.
24. NETWORKING: All networking requirements will be provided for by the customer unless specifically included within the scope of work herein. This includes but is not limited to programming of computers, routers, hubs, firewalls, modems, IP addresses, network masks, gateways, port forwarding, adding/deleting/changing users, etc. Cost associated with SKYLINE equipment inoperability that was caused by the customer's network is billable.
25. CONTRACTS: Burglar Alarm System, Nurse Call System, Fire Alarm System, Maintenance and Support contracts have a term of FIVE years and are billed annually in advance, and are subject to annual rate increase(s). Excessive false alarms and/or excessive alarm activations may result in an increase in monitoring fees. Any arrears may result in contract suspension or cancellation and moneys collected for this and other services may be reapplied to open balances. If a contract is terminated by the customer, the customer remains responsible for the balance of all the unpaid years remaining. The contract will not be prorated under any conditions. If a monitoring contract is suspended for non-payment, a \$75.00 Suspension fee and when resolved, a \$75.00 reactivation fee will be assessed.
26. SOFTWARE APPLICATIONS: All Smart Phone, Tablet, iPhone, Android, Windows or similar portable and wireless devices and its associated software applications are not covered under any warranty or contract. Costs or issues associated with the installation, operation or performance of these devices and or associated applications is not provided for.
27. TERMINATION: SKYLINE reserves the right to cancel any contract for late payment, non-profitability or if deems the contract to not be in its own best interest.
28. VERSION: The terms & conditions specified herein supersede all previous versions as referenced by the version date on the top of this document.

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:



Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

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

Topic:

Electric Division Consent Agenda HLD Building Repairs and Painting

Mayor and City Council Action Required:

Requested approval of the Electric Division Consent Agenda HLD Building Repairs and Painting in the amount of \$32,000.00. Work to be completed by Excel Painting Co.

Discussion:

Staff recommends exterior repairs to the block and mortar joints be completed to improve and maintain an operable facility. Deterioration was caused by water damage from the poor gutter and downspout sytem prior to the FY16 Roof Replacement project.

Low qualified bidder recommended. All specified qualifications have been met and all references have been verified.

Financial Impact:

Acct. # 5085001-5821-C0542 currently has \$50,000.00 remaining in FY16

Recommendation:

Staff Recommended Approval

Motion:

Consent Agenda

Action Dates:

Regular Session 06/21/16

ATTACHMENTS:

File Name

Description

Electric_Division_Consent_Agenda_HLD_Building_Repairs_and_Painting_062116.pdf

Electric
Division
Consent
Agenda
HLD
Building
Repairs and
Painting
062116

(1) DEPARTMENT MANAGER:

Staff recommends exterior repairs to the block and mortar joints be completed to improve and maintain an operable facility. Deterioration was caused by water damage from the poor gutter and downspout sytem prior to the FY16 Roof Replacement project.

Low qualified bidder recommended. All specified qualifications have been met and all references have been verified.



6/7/2016

SIGNATURE/DATE

(2) PURCHASING AGENT:

SIGNATURE/DATE

(3) FINANCE MANAGER:

SIGNATURE/DATE

(4) CITY ADMINISTRATOR:

SIGNATURE/DATE

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

Topic:

Water Division Consent Agenda Freeman Industries Cathodic Protection for Henson and Orchard Hills Water Tanks

Mayor and City Council Action Required:

Requested approval of Water Division Consent Agenda item for Freeman Industries Cathodic Protection for Henson and Orchard Hills WaterTanks in the amount of \$21,000.00.

Discussion:

Replacement of the Cathodic Protection in the Henson and Orchard Hill Tanks. The Cathodic Protection helps to extend the life of the tanks by preventing the corrosion/degradation of the steel. Sole Source - specialized work. Freeman Industries, Inc. is also the provider of Cathodic Protection for Corrosion Control Corporation for the West End Tank Painting. Funding is available in the FY16 CIP Budget. Sole Source - Specialized Services and Compatible Equipment

Financial Impact:

Acct. # 52-85001-5892-C0651 currently has \$50,270 remaining in FY16

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 06/21/16

ATTACHMENTS:

File Name

Description

Water_Division_Consent_Agenda_Freeman_Industries_Cathodic_Protection_Henson__Orchard_Tanks_062116.pdf

Water Division
Consent Agenda
Freeman Industries
Cathodic Protection
for Henson and
Orchard Hills Water
Tanks

Water_DivisionHagerstown_Orchard_Hill_200M__Cathodic_Protection_Submittals_062116.pdf

Water
DivisionHagerstown
Orchard Hill 200M
Cathodic Protection
Submittals 062116
Water Division

Water_Division_Orchard_Hills_CP_Proposal_062116.pdf

Orchard Hills CP
Proposal 062116

Water_Divison_Henson_Hortonsphere_1_CP_Proposal_062116.pdf

Water Divison
Henson
Hortonsphere 1 CP
Proposal 062116

Approval For:	
Consent Agenda:	X
New Business:	

Unbudgeted: _____		
Quantity	Description	Value
1	Cathodic Protection - Henson Tank	\$ 7,000.00
1	Cathodic Protection - Orchard Hills Tank	\$ 14,000.00
	Sole Source - Specialized Services and Compatible Equipment	
	TOTAL	\$ 21,000.00

Replacement of the Cathodic Protection in the Henson and Orchard Hill Tanks. The Cathodic Protection helps to extend the life of the tanks by preventing the corrosion/degradation of the steel. Sole Source - specialized work. Freeman Industries, Inc. is also the provider of Cathodic Protection for Corrosion Control Corporation for the West End Tank Painting. Funding is available in the FY16 CIP Budget. Sole Source - Specialized Services and Compatible Equipment

Business Name: Freeman Industries, Inc.
Address: 2061 State Route 193
City, State: Dorset, Ohio 44032

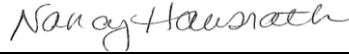
Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Funding is available in the FY16 CIP Budget. Sole Source - Specialized Services and Compatible Equipment Replacement of the Cathodic Protection in the Henson and Orchard Hill Tanks. The Cathodic Protection helps to extend the life of the tanks by preventing the corrosion/degradation of the steel. Sole Source - specialized work. Freeman Industries, Inc. is also the provider of Cathodic Protection for Corrosion Control Corporation for the West End Tank Painting



Water Operations Manager

June 6, 2016

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Freeman Industries, Inc.

2061 State Route 193 PO Box 10

Dorset, Ohio 44032

TELEPHONE: 440-858-2600

FAX: 440-858-2006

jonathan.freeman@freemanindustriesinc.com

www.freemanindustriesinc.com

CATHODIC PROTECTION SYSTEM DESCRIPTION

DATE: May 24, 2016

TANK IDENTIFICATION: Orchard Hill Tank
City of Hagerstown, MD

OVERVIEW: The tank will have a floating submerged platinum-niobium anode system installed and a MACPU Digital rectifier.

REFERENCES:

- A. American Water Works Association (AWWA) Standard D104-04
- B. NACE International (NACE) Standard Practice SP0388-2007

DESIGN CONSIDERATIONS:

Tank Capacity	200,000 gallons
Tank Diameter:	30 feet.
Tank Height:	35 feet
Approx. Tank Wetted Surface Area:	4000 square feet
Tank Current Required at 1 mA / sq. ft current density and 25% bare tank:	1.00 Amps
Twenty Year Anode Life required:	20 ampere-years
Minimum Anode Length at .8 amp-years per ft to provide twenty year anode life:	25 feet
Design anode length:	30 feet
Projected Anode Life:	24 Years

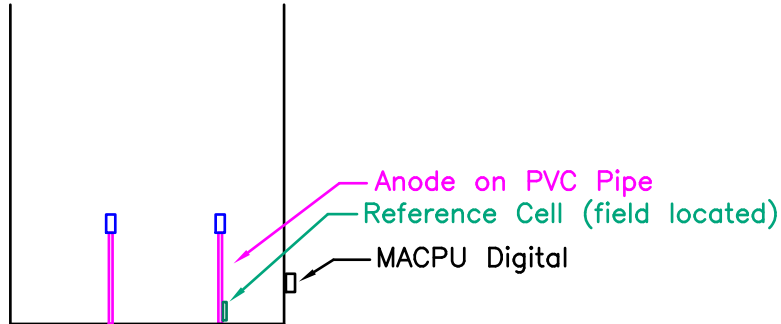
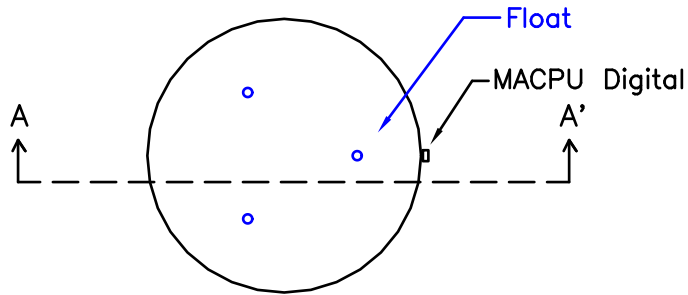
RECTIFIER: MACPU® Digital to be located on tank sidewall.

Pressure Entrance Fitting and DC Wiring: The pressure entrance fitting will be located in the tank wall below the rectifier.

ANODE SYSTEM: The tank bowl will utilize 3 submerged platinum-niobium anode assemblies using 1-1/2" Schedule 80 PVC pipe supports. Each anode assembly will have a length of 10 feet and use 10 feet of .062" platinum-niobium wire. The PVC pipe assemblies will be attached to the tank floor with clevises, and use floats to position the anode.

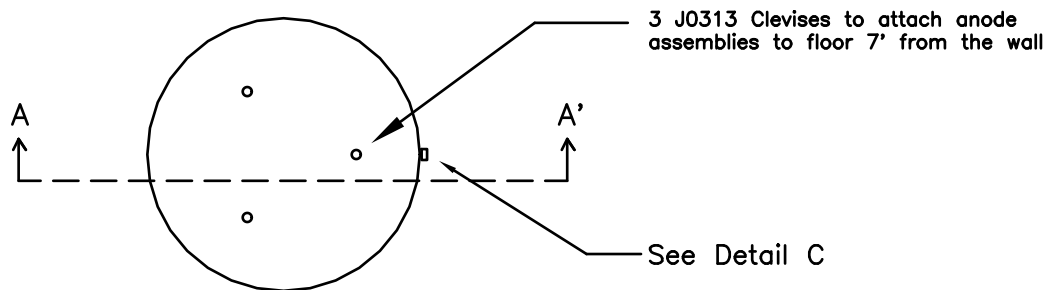
REFERENCE ELECTRODES: Copper-Copper Sulfate reference cells will be field located inside the tank.

Orchard Hill System Drawing

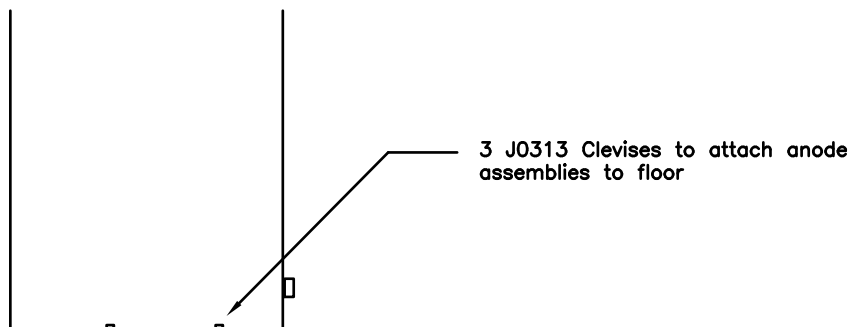


Section A - A'

SCALE: NONE	DATE: 05/24/16	FREEMAN INDUSTRIES, INC.	
SHEET: 1 OF 1	REF:	UNIT OR ASSEMBLY: Cathodic Protection Overview	
DRAWN BY: A. Freeman		DRAWING REFERENCE: Orchard Hill Tank	DRAWING NUMBER: T052416A
CHECKED BY:			



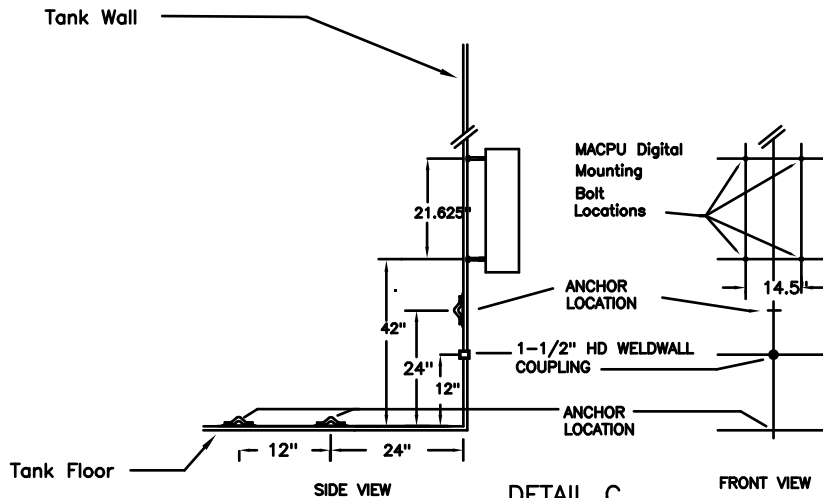
Cathodic Protection Hardware Location Orchard Hill Tank



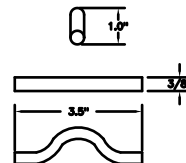
Section A - A'

SCALE: NONE	DATE: 05/24/16	FREEMAN INDUSTRIES, INC.	
SHEET: 1 OF 1	REF:	UNIT OR ASSEMBLY: Hardware Location Drawing	DRAWING NUMBER: T052416W
DRAWN BY: A. Freeman		REFERENCE: Orchard Hill Tank	
CHECKED BY:			

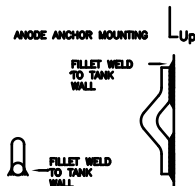
Orchard Hill Tank Detail C



Anchor Dimensions



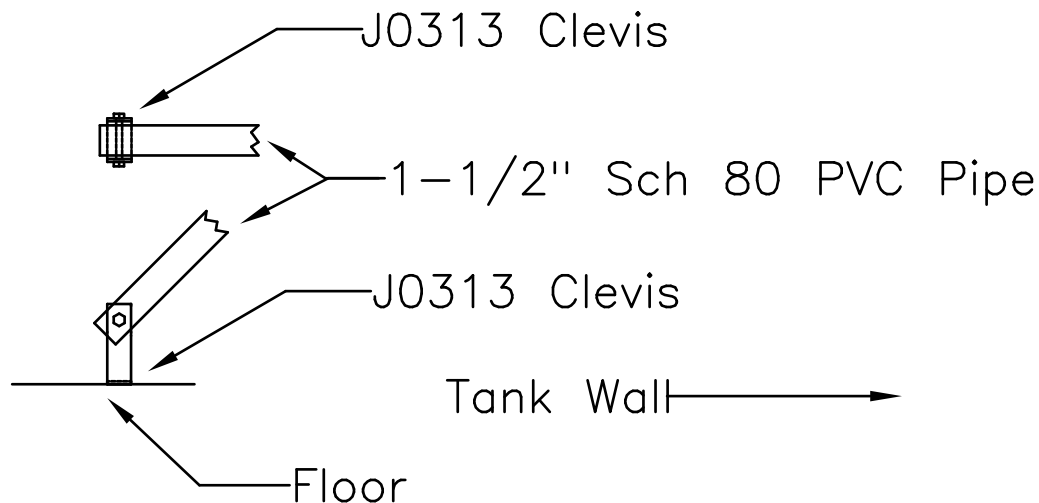
Detail E



Detail D

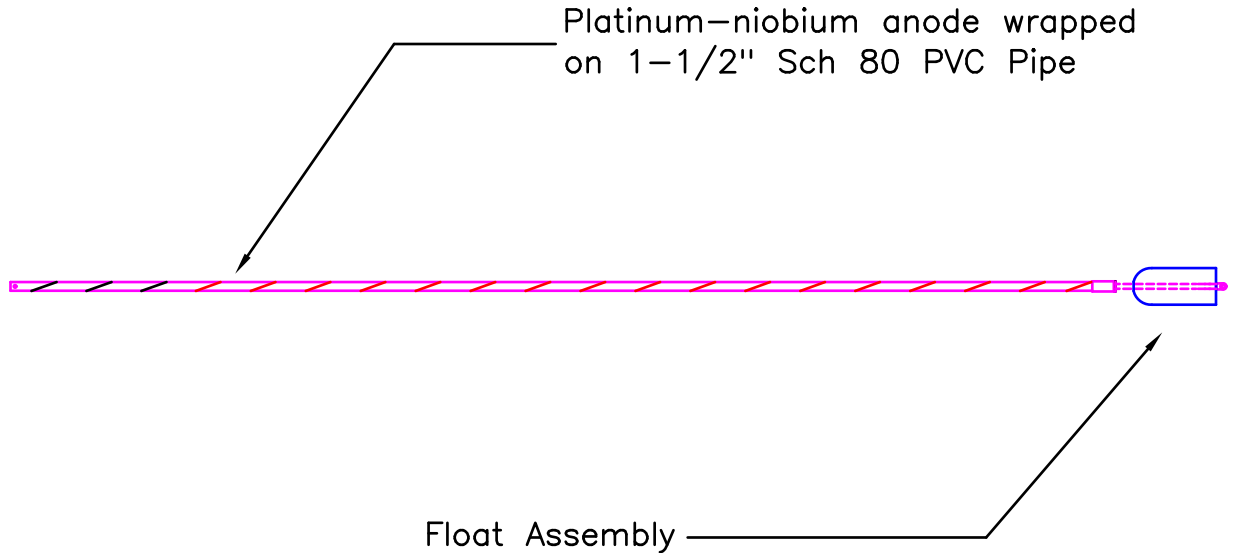
SCALE: NONE	DATE: 05/24/16	FREEMAN INDUSTRIES, INC.	
SHEET: 1 OF 1	REF:	UNIT OR ASSEMBLY: Hardware Location Detail	
DRAWN BY: A. Freeman		DRAWING REFERENCE: Orchard Hill	DRAWING NUMBER: T052416B
CHECKED BY:			

Clevis—Pipe Detail



SCALE: NONE	DATE: 05/24/16	FREEMAN INDUSTRIES, INC.	
SHEET: 1 OF 1	REF:	UNIT OR ASSEMBLY:	CP System Clevis Detail
DRAWN BY:	A. Freeman	DRAWING REFERENCE:	Orchard Hill
CHECKED BY:		DRAWING NUMBER:	T052416E

Platinum–Niobium Anode Assembly



SCALE: NONE	DATE: 05/24/16	FREEMAN INDUSTRIES, INC.	
SHEET: 1 OF 1	REF: PVC Anode	UNIT OR ASSEMBLY: Platinum–PVC Anode Assembly	
DRAWN BY: A. Freeman		DRAWING REFERENCE: Orchard Hill	DRAWING NUMBER: T052416H
CHECKED BY:			

Freeman Industries, Inc.

2061 State Route 193 PO Box 10

Dorset, Ohio 44032

TELEPHONE: 440-858-2600

FAX: 440-858-2006

jonathan.freeman@freemanindustriesinc.com

www.freemanindustriesinc.com

Cathodic Protection Hardware Location Instructions Orchard Hill Tank

May 24, 2016

Hardware Welding Instructions – See Drawings T052416W, T052416E and T052416B

1. Weld 3 clevises equally spaced to tank floor 7 feet from the tank wall with the first clevis aligned with the pressure entrance coupling.
2. Weld 1 pressure entrance coupling into tank wall under rectifier. See Detail C.
3. Weld 1 anchor to tank wall above pressure entrance coupling as shown on Detail C.
4. Weld 2 anchors to tank floor as shown on Detail C.
5. Weld 4 rectifier mounting bolts onto outside of tank. The rectifier mounting bolts will be attached to a template for proper spacing and location. See Detail C.

Please contact us if there are any questions regarding hardware placement.

Thank you,
Jonathan P. Freeman

Freeman Industries, Inc.

2061 State Route 193 PO Box 10

Dorset, Ohio 44032

TELEPHONE: 440-858-2600

FAX: 440-858-2006

jonathan.freeman@freemanindustriesinc.com

freemanindustriesinc.com

May 24, 2016

Matthew J. Mohler, P.E.
Project Engineer
Water and Wastewater Divisions Engineering
One Clean Water Circle
Hagerstown, MD 21740

Re: Orchard Hills Tank Cathodic Protection System

Dear Matt:

Freeman Industries, Inc. proposes to remove the existing cathodic protection system in the above tank and install a new cathodic protection system for **\$14,000.00**. The system would consist of submerged platinum-niobium anodes with floats, Cu/CuSO₄ reference cell(s), a new MACPU[®] Digital rectifier, and all necessary wiring.

Work would be completed in the following manner:

1. Freeman Industries, Inc. will remove the anode system, reference cell and rectifier prior to the start of painting or construction operations. After the painting is completed, but before the tank is filled, Freeman Industries, Inc. will install the redesigned cathodic protection system.
2. Freeman Industries, Inc. will reactivate the cathodic protection system after the one year paint warranty inspection.

The painting contractor would need to provide or have provided the following items for the tank for us to complete the installation:

1. **Weld steel hardware to the tank interior for anode and wiring supports and a pressure entrance coupling. Hardware and location drawings will be supplied by Freeman Industries.**
2. **Remove the existing rectifier mounting bolts and weld new rectifier mounting bolts to tank wall.**

We look forward to working with you on this project. If you have any questions, or need additional information, please contact us. Thank you.

Sincerely,



Jonathan P. Freeman, Ph. D.
President

Freeman Industries, Inc.

2061 State Route 193 PO Box 10

Dorset, Ohio 44032

TELEPHONE: 440-858-2600

FAX: 440-858-2006

jonathan.freeman@freemanindustriesinc.com

freemanindustriesinc.com

June 3, 2016

Matthew J. Mohler, P.E.
Project Engineer
Water and Wastewater Divisions Engineering
One Clean Water Circle
Hagerstown, MD 21740

Re: Henson Hortonsphere #1 Cathodic Protection System Proposal

Dear Matt:

Freeman Industries, Inc. proposes to inspect the existing cathodic protection system in the above tank and provide the following improvements for the price of **\$7000.00**:

1. Inspect the anode system when the tank is empty.
2. Replace the interior reference cells.
3. Repair the anode system as needed.
4. Replace the rectifier with a new MACPU Digital rectifier.

The work would be performed when the tank is off line for exterior painting.

We look forward to working with you on this project. If you have any questions, or need additional information, please contact us. Thank you.

Sincerely,



Jonathan P. Freeman, Ph. D.
President

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

Topic:

Wastewater Division Consent Agenda for Muffin Monster Exchange at Pump Station 8

Mayor and City Council Action Required:

Wastewater Division Consent Agenda for Muffin Monster Exchange at Pump Station 8 in the amount of \$16,215.00 Sole Source Proprietary Equipment

Discussion:

Repair and Replacement of the shredder unit for Pump Station No. 8. The City has an agreement with JWC Environmental to Exchange the cutting core on shredders (Muffin Monsters) at all our wastewater pumping stations as necessary to limit the down time experienced for the pump stations. Sole Source purchase for compatible/proprietary equipment

Financial Impact:

Acct. #54-5485001-5881 currently has \$88,347 remaining.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 062116

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent_Agenda_for_Muffin_Monster_Exchange_at_PS8_062116.xls

Wastewater
Division
Consent
Agenda for
Muffin
Monster
Exchange at
Pump Station
8

Wastewater_Division_Consent_Agenda_JWC_Environmental_Exchange_Return_CMD1810_Upgrade_Quote#33471.pdf

Wastewater
Division
Consent
Agenda JWC
Environmental
Exchange
Return
CMD1810
Upgrade
Quote#33471

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

Quantity	Description	Value
1	Muffin Monster Exchange/Return for Pump Station No. 8	\$
	Sole Source purchase for compatible/proprietary equipment	
	TOTAL :	

Repair and Replacement of the shredder unit for Pump Station No. 8. The City has an agreement with JWC Environmental to Exchange the cutting of shredders (Muffin Monsters) at all our wastewater pumping stations as necessary to limit the down time experienced for the pump stations. Sole Source for compatible/proprietary equipment

Business Name: JWC Environmental

Address: Customer Service Center, 2600 S. Garnsey Street

City, State: Santa Ana, CA 92707

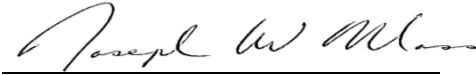
Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
	Sole Source	

Comments

Department Manager (required on all unbudgeted items):

Sole Source purchase for compatible/proprietary equipment. Repair and Replacement of the shredder unit for Pump Station No. 8. The City has an agreement with JWC Environmental to Exchange the cutting core on shredders (Muffin Monsters) at all our wastewater pumping stations as necessary to limit the wear experienced for the pump stations.



Wastewater Operations Manager

June 1, 20

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

greement
ie down time

16



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 5031667
Jeff Decker
Hagerstown, Corporation of
Wastewater Fund - Wastewater Division
1 Cleanwater Circle
Hagerstown, MD 21740

US
301-739-8577

jdecker@hagerstownmd.org

Quote Number: 33471
Quote Date: 05/26/2016
Terms: Net 30 Days
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 6-8 Weeks ARO both ways
Shipping & Handling include in the price
Grinder Serial #: 31408

Project: City of Hagerstown

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price
EVAL_CA	CMD1810-AD Upgrade Return Expected Return Grinder SN:31408	1	\$0.00	\$0.00
CMD1810-XDS2.0	CMD1810-XDS2.0 Upgrade 11 Tooth cam cutters 1:1 Stack alloy steel Buna N Elastomers Motor Type With 1/2 Perf Drum Less motor Electric Less Reducer Less Spool Grinder SN:TBD ***** Paint: Epoxy Green	1	\$16,215.00	\$16,215.00
UC-SA	Upgrade Return Santa Ana ***** UPGRADE RETURN Please return your old unit within 30 days to activate the Warranty on your Cutter Cartridge. Return equipment to: ***** JWC Environmental 2600 South Garnsey Street Santa Ana, CA 92707	1	\$0.00	\$0.00
Shipping	Shipping & Handling	1	\$0.00	\$0.00



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please verify serial number is correct.

Sub Total	\$16,215.00
Tax	
Total	\$16,215.00

Notes:

1. Please fax or mail a purchase order for the total amount and we can process your order.
Please include the following:
Billing Address, Ship to Address, and sales tax exemption certificate.
2. Please reference our quote number on your purchase order.
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Call or e-mail with any questions or concerns.

Thank-You for your Business!

JWC Environmental LLC
Erik Martinez
Customer Service



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. **Quote #: 33471**

Bill To Name & Address:

Ship To Name & Address:

Email Address: _____

PO# _____

Payment terms: Net 30 FOB: Origin

Please select a shipping method:

☐ **Prepay & Add to Invoice**

☐ **Collect Account #:** _____

Carrier: _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Please fax or email your PO and most recent tax certificate to:

Fax (770) 925-9406

Email servicesales@jwce.com

Credit cards:

☐ **I authorize JWCE to process this order on my credit card and add shipping and handling charges.**

Call Customer Service at (800) 331-2277 for credit card processing.

Signature: _____

Date: _____



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.



Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

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

Topic:

Approval of Annexation Resolution
Stormwater Parcel LLC, 250 Eastern Boulevard North

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move that the Mayor and Council approve an Annexation Resolution for property located at 250 Eastern Boulevard North. The property to be annexed is approximately 1.03 acres in size and is intended to be added to and made part of the adjacent municipal lands.

Action Dates:

DATE OF INTRODUCTION: 04/19/2016
HEARING DATE: 05/24/2016
DATE OF PASSAGE: 06/21/2016
EFFECTIVE DATE: 08/05/2016

ATTACHMENTS:

File Name

ApproveResMotion1601.pdf
AnnexationResolutionA201601.pdf

Description

Approval Motion Sheet
Annexation Resolution

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 21, 2016

TOPIC: Approval of Annexation Resolution
Stormwater Parcel LLC, 250 Eastern Boulevard North
Case No. A-2016-01

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

MOTION: I hereby move that the Mayor and Council approve an Annexation Resolution for property located at 250 Eastern Boulevard North. The property to be annexed is approximately 1.03 acres in size and is intended to be added to and made part of the adjacent municipal lands.

DATE OF INTRODUCTION:	04/19/2016
HEARING DATE:	05/24/2016
DATE OF PASSAGE:	06/21/2016
EFFECTIVE DATE:	08/05/2016

RESOLUTION NO.

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

WHEREAS, a proposal to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in a Petition signed by the requisite number of persons as prescribed, and to be popularly known as the “*Stormwater Parcel LLC, Case No. A-2016-01*” for identification; as set forth in Subtitle 4-400 of the Local Government Article of the Annotated Code of Maryland, as residents, registered voters, and owners of the realty contained within the areas to be annexed; and same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit A.**

WHEREAS, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on said Petition, and has ascertained that the requirements of Subtitle 4-404 of the Local Government Article of the Annotated Code of Maryland entitled “Annexation”, as more fully appears from the certificates of verification subscribed by Donna K. Spickler, City Clerk, which certificates were presented at this meeting and made part hereof, have been met. **See Exhibit B.**

WHEREAS, the Petition for Annexation meets all the requirements of the law, and pursuant to Subtitle 4-406 of the Local Government Article of the Annotated Code of Maryland, the Annexation was referred to the appropriate State, Regional, and County planning authorities.

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

Section 1. Now, Therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the provisions of Subtitle 4-400 of the Local Government Article of the Annotated Code of Maryland, be and are hereby amended so as to annex and include within said City all that certain area of land together with the persons residing therein (there being none) and their property, contiguous to

the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit C** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council, that the subject property to be annexed shall have a zoning classification of CG (Commercial General) upon annexation.

Section 3. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the future residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 4. And be it further resolved by the Mayor and City Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however to the right of referendum as contained in Subtitle 4-400 of the Local Government Article of the Annotated Code of Maryland.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

BY ORDER OF THE MAYOR AND
THE CITY OF HAGERSTOWN,
MARYLAND

Donna K. Spickler
City Clerk

By: _____
David S. Gysberts
Mayor

Dated Introduced: 04/19/2016
Public Hearing: 05/24/2016
Final Enactment: 06/21/2016
Effective Date: 08/05/2016

Exhibit A

Petition



**FREDERICK,
SEIBERT &
ASSOCIATES, INC.**

■ Civil Engineering ■ Land Surveying ■ Land Planning ■ Landscape Architecture ■ Environmental Engineering and Design

December 22, 2015

City of Hagerstown Planning & Zoning
1 E. Franklin Street
Hagerstown, MD 21740

Attn: Kathy Maher, Planning Director

Re: Annexation and Grading Plan for the "Old" Foodlion SWM Pond

Ms. Maher-

Currently the "Old" Foodlion SWM Pond parcel is bounded on three sides by the City of Hagerstown Corporate Limits; Light Business Park to the East, Stone Soup LLC to the South and Eastern Boulevard to the West. In order to develop this property in the future, Annexation is required.

By this letter, on behalf of our client David Lyles Developers, we hereby request the City consider Annexation of this property into the City of Hagerstown Corporate Limits. We also request during the Annexation process, which may take a few months, the City review a Grading/Drainage plan to fill the existing SWM Pond and Drainage Swale. It is my understanding that since this property is currently within the County, the City will need to make a formal request to the County Planning Department to review the proposed Grading/Drainage Plan. The basis of this request is that the property will be within the City's Corporate Boundary once the Annexation process is complete.

Please feel free to contact me with any questions or comments.

Sincerely,
Frederick, Seibert and Associates, Inc.

David S. Trostle
Project Manager

Exhibit B

Verification

VERIFICATION

I, David S. Gysberts, Mayor of the City of Hagerstown, Maryland, hereby CERTIFY that in accordance with §4-404 of the Local Government Article of the Annotated Code of Maryland I have caused to be verified the signatures contained on the Petition for Annexation and Consent thereto dated the 22nd day of December, 2015 (Attached) for the property described and shown in said Petition for Annexation, and I do hereby certify that they are true and correct signatures of said persons and/or firms or corporations; and I further certify, pursuant to §4-404 of the Local Government Article of the Annotated Code of Maryland, that the Petition, in fact, is signed by not less than twenty-five (25%) percent of the persons who reside in the area requested to be annexed and who are registered voters in the Election District requested to be annexed in Washington County, Maryland, and that said Petition has been signed by the owners of not less than twenty-five (25%) percent of the assessed valuation of the real property located in the area to be annexed.

There are no registered voters residing within the area to be annexed.

The assessed valuation of the real property referred to herein, as of this date is

Zero Dollars (\$ 0).

WITNESS my hand and Seal of the City of Hagerstown, Maryland, this ____ day of _____, 2016.

David S. Gysberts, Mayor

(SEAL)

Donna K. Spickler, City Clerk

Alex Rohrbaugh

From: Robucci, Kaye <KRobucci@washco-md.net>
Sent: Friday, April 01, 2016 4:59 PM
To: Alex Rohrbaugh
Cc: Robucci, Kaye
Subject: RE: Annexation Voter Verification - 250 Eastern Boulevard North

Hi Alex:

There are no registered voters at 250 Eastern Blvd, N.

Thank you
Kaye

From: Alex Rohrbaugh [mailto:ARohrbaugh@hagerstownmd.org]
Sent: Friday, April 01, 2016 1:52 PM
To: Robucci, Kaye
Subject: Annexation Voter Verification - 250 Eastern Boulevard North

Hi Kaye:

The City will be receiving an annexation request for an undeveloped parcel of land at 250 Eastern Blvd N (vacant commercial lot between a medical office building and Ewing Oil). For the purposes of the annexation review process, could you verify that there are no registered voters at this property?

Thanks in advance,
Alex

Alex W. Rohrbaugh, AICP
Planner

City of Hagerstown
Planning & Code Administration Department
1 East Franklin Street, Suite 300
Hagerstown, MD 21740
Ph: 301-739-8577 x137
arohrbaugh@hagerstownmd.org

Stay Connected!



Alex Rohrbaugh

From: Melissa Adelsberger -SDAT- <melissa.adelsberger@maryland.gov>
Sent: Friday, April 01, 2016 2:33 PM
To: Alex Rohrbaugh
Subject: Re: Tax Assessment Verification for Proposed Eastern Blvd

Good Afternoon Alex,

Currently we have that parcel as a storm water management area with zero value on it.

Melissa



Melissa Adelsberger

Supervisor - Real Property -
Washington County

Maryland Department of Assessments
& Taxation

3 Public Square

Hagerstown, MD 21740

[301-791-3050](tel:301-791-3050)

melissa.adelsberger@maryland.gov

website: www.dat.maryland.gov

On Fri, Apr 1, 2016 at 2:06 PM, Alex Rohrbaugh <ARohrbaugh@hagerstownmd.org> wrote:

Hello Melissa:

The City will be receiving an annexation request for an undeveloped parcel of land at 250 Eastern Blvd N (vacant commercial lot between a medical office building and Ewing Oil). The account ID number for the parcel to be annexed is 18-005530. Would you be able to provide me a verification of the tax assessment for this property?

Thanks in advance,

Alex

Exhibit C

Metes & Bounds Description



FSA

**FREDERICK,
SEIBERT &
ASSOCIATES, INC.**

■ Civil Engineering ■ Land Surveying ■ Land Planning ■ Landscape Architecture ■ Environmental Engineering and Design

April 7, 2016

Suggested description for the lands of Stormwater Parcel, LLC to be annexed into the City of Hagerstown's Corporate Boundary

Beginning for the outline hereof at a point in the east margin of Eastern Boulevard, and the existing corporate boundary, thence leaving said right-of-way and the Corporate Boundary and running with lands of Mctaws Limited Partnership (Liber 1672, folio 707) S 66°13'01" E 395.79 feet to a point in the existing Corporate Boundary, running thence with said boundary and the western line of Lot 4A as shown on Plat folio 3832, S 10°33'02" W 113.00 feet to a point, thence with the corrected corporate boundary line as shown on the Annexation Plat for Eddie's Tire Service, Inc. and Stone Soup, LLC and recorded at Plat folio 10041, N 66°13'01" W 421.65 feet to a point in the eastern right-of-way of Eastern Boulevard and the Corporate Boundary, thence with said lines, N 23°46'59" E 110.00 feet to the place of beginning;

Containing 1.032 acres of land more or less;

Said lands being all of Lot 4 as shown on the subdivision plats recorded at Plat folio's 3832-3834. Said lands being part of the lands conveyed by Caleb C. Ewing Jr. to Stormwater Parcel LLC by deed dated May 1, 2008 and recorded at Liber 3507, Folio 79 among the Land Records of Washington County, Maryland.

RAS/vab.5400.21 desc

www.fsa-md.com

Hagerstown, MD Office
128 South Potomac Street
Hagerstown, MD 21740
Hagerstown: 301.791.3650
Fax: 301.739.4956

Carlisle, PA Office
101 North Hanover Street
Carlisle, PA 17013
Carlisle: 717.701.8111
Fax: 717.701.8254

Greencastle, PA Office
20 West Baltimore Street
Greencastle, PA 17225
Greencastle: 717.597.1007
Fax: 717.597.1028

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

Topic:

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

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:

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

ATTACHMENTS:

File Name

Intro_Motion_Sheet.pdf
400_Jonathan_St_Rezoning_Ordinance_-_5-12-16.pdf
400_Jonathan_St_Findings_of_Fact.pdf

Description

Motion Sheet
Ordinance
Findings of Fact

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 21, 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: 06/21/2016
DATE OF PASSAGE: 07/26/2016
EFFECTIVE DATE: 08/25/2016

**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 June 21, 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 July 26, 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: 06/21/2016
DATE OF INTRODUCTION: 06/21/2016
DATE OF PASSAGE: 07/26/2016
EFFECTIVE DATE: 08/25/2016

**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 June 21, 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 June 21 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 a Resolution: FY 2017 Community Legacy Application

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move that the Mayor and City Council adopt a resolution indicating approval of the City's FY 2017 Community Legacy application to the Maryland Department of Housing and Community Development. The application requests funding for three City capital projects: (1) \$200,000 for a student housing project in the City Center; (2) \$125,000 replenishment of Down Payment Assistance for Rehabilitation Program in the Sustainable Community Area; and (3) \$25,000 for replenishment of Façade Grant Program for Commercial and Mixed-Use Buildings in the Main Street Area

Action Dates:

DATE OF PASSAGE: 6/21/2016

EFFECTIVE DATE: 6/21/2016

ATTACHMENTS:

File Name

MCC_memo_CL_6-17-16.pdf

Motion - Resolution -
_FY_2017_Community_Legacy_Application.pdf

Description

Staff Memo on FY17
Community Legacy
Requests

Motion and Resolution - FY
2017 Community Legacy
Application



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

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

DATE: June 17, 2016

SUBJECT: FY 2017 Community Legacy Application

Mayor and Council Action Requested

Mayor and Council authorization is needed to begin the process to submit an FY 2017 application to the State's Community Legacy Program, as well as adoption of a resolution in support of the City's application. The grant application window was announced on June 6th and the deadline for submittal of grant applications this year is July 15th. Due to a tight timeline given by the State and that there are no additional Mayor & Council meetings before the deadline, Staff is bringing the grant requests for approval at the June 21st Regular Session.

Community Legacy Program

The Community Legacy Program was created by the Glendening administration in 2001 as a part of his Smart Growth package and as an urban counterpart to the Rural Legacy Program. The goal of the Community Legacy program was to provide funding to local governments and community development organizations for essential projects aimed at strengthening declining urban areas through a comprehensive approach that includes activities such as business retention and attraction, encouraging home-ownership and rehabilitation, and commercial revitalization. Our projects must be consistent with the goals and strategies outlined in the City's Sustainable Community Plan and the projects must be located in the City's Sustainable Community Area.

The Maryland Department of Housing and Community Development has \$6 million in Community Legacy funding for grant and loan awards around the State in FY 2017. Community Legacy funds may be used only for capital projects - bricks and mortar projects or loan/grant programs for brick and mortar projects. Our Community Legacy representative at the State has indicated that projects must be ready to go and be completed within two years. While there is no matching requirement, the application needs to show that the project will leverage other funds. The average award amount per project is typically \$100,000.

Hagerstown's Past Community Legacy Awards

The City of Hagerstown has been fortunate to receive a number of Community Legacy awards in the past for various City or City-supported downtown revitalization and housing improvement projects. A list of these projects are attached.

Proposed FY 2017 Community Legacy Application

Staff have reviewed the strategies in our Sustainable Community Plan and have devised a list of three projects that meets our current priorities and is consistent with the expectations of the Maryland Department of Housing and Community Development for Community Legacy projects. Two of the three projects directly relate to Catalytic Projects proposed by the 2014 Community's City Center Plan.

Proposed projects are as follows:

Project for Community Legacy Grant	Grant Request	Match
Student Housing Project in City Center	\$200,000	\$100,000 <i>(match from potential developer)</i>
Replenishment of Down Payment Assistance for Rehabilitation Program in the Sustainable Community Area	\$125,000	\$75,000 <i>(projected program funding)</i>
Replenishment of Façade Grant Program for Commercial and Mixed-Use Buildings in the Main Street Area	\$25,000	\$25,000 <i>(match would come from applicants as required by Façade Grant Program)</i>
Total	\$350,000	\$200,000

DHCD Staff are strongly encouraging the City to apply for a student housing project as this project is of great interest to the DHCD Secretary.

Staff will be present at the meeting to answer any questions about the proposed projects.

Attachments:

Hagerstown's Past Community Legacy Awards

Resolution of Support for Proposed Community Legacy Projects (included in the meeting packet)

C: Kathleen Maher, Director PCAD

Jill Frick, Director DCED

Amanda Whitmore, Downtown Coordinator

Jonathan Kerns, Community Development Manager

Hagerstown's Past Community Legacy Awards

Year	Project	Award	Status
FY 2002	Home Pride Housing Improvement Program	\$500,000	Completed
FY 2002	Home Pride Parking Grant Program	\$110,000	Completed
FY 2002	S. Potomac/Antietam Street Intersection Improvement	\$26,000	Completed
FY 2003	University Plaza	\$750,000	Completed
FY 2004	BISFA Feasibility Study	\$20,000	Completed
FY 2004	Performing and Visual Arts Center	\$50,000	Relinquished (<i>Situation Changed</i>)
FY 2005	Massey Redevelopment Loan	\$50,000	Relinquished (<i>MHT Demo Issues</i>)
FY 2006	Alms House Acquisition and Stabilization	\$85,000	Completed
FY 2007	Meda's Adaptive Re-Use	\$115,000	Relinquished (<i>Situation Changed</i>)
FY 2007	BISFA Facade Improvement	\$115,000	Completed
FY 2008	Upper Floors Renovation RLF	\$100,000	Completed
FY 2008	S. Potomac Street Housing Project	\$150,000	Relinquished (<i>Impact of Down Economy</i>)
FY 2009	Hagerstown Neighborhood Development Partnership, Inc Project at 25-29 S. Potomac Street	\$150,000	Relinquished (<i>Situation Changed</i>)
FY 2011	Business Incubator, 60-64 W. Washington Street	\$150,000	Completed
FY 2012	Artist Lofts, 36-40 N. Potomac Street	\$80,000	Completed
FY 2013	43-53 W Washington Street Acquisition	\$100,000	Completed
FY 2014	43-53 W Washington Street Rehabilitation	\$100,000	Underway
FY 2014	170 W Washington Street Rehabilitation	\$50,000	Completed
FY 2015	USMH Student Housing Project (<i>grant award transferred to 170 W Washington St Rehabilitation Project due to complications with Maryland Historical Trust (MHT)</i>)	\$100,000	Completed
FY 2015	Acquisition/Rehabilitation of 278 South Prospect Street for Homeownership	\$100,000	Underway
FY 2016	Acquisition/Rehabilitation of Dwelling for Homeownership	\$150,000	Underway
FY 2016	Renovation of storefronts in Main Street Area (for City Center Retail/Restaurant Incentive Program)	\$50,000	Underway
	TOTAL	\$3,101,000	

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 21, 2016

TOPIC: Resolution: FY 2017 Community Legacy Application

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

MOTION: I hereby move that the Mayor and City Council adopt a resolution indicating approval of the City's FY 2017 Community Legacy application to the Maryland Department of Housing and Community Development. The application requests funding for three City capital projects: (1) \$200,000 for a student housing project in the City Center; (2) \$125,000 for replenishment of Down Payment Assistance and Rehabilitation Program in the Sustainable Community Area; and (3) \$25,000 for replenishment of Façade Grant Program for Commercial and Mixed-Use Buildings in the Main Street Area

DATE OF PASSAGE: 6/21/2016

EFFECTIVE DATE: 6/21/2016

LOCAL RESOLUTION

Resolution of the Mayor and Council of the City of Hagerstown approving the application and receipt of financing for *Community Legacy* projects ("the Projects") further described in the *Community Legacy* application ("the Application"), to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

WHEREAS, the Mayor and City Council of the City of Hagerstown recognizes that there is a significant need for reinvestment and revitalization of Hagerstown's Sustainable Community Area; and

WHEREAS, the Department, either through *Community Legacy* or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Projects in order to assist in making them financially feasible; and

WHEREAS, the Projects are located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and within the Hagerstown Sustainable Community Area, and the Projects will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the *Community Legacy* Projects and Project Financing by the Mayor and City Council of the City of Hagerstown;

NOW, THEREFORE BE IT RESOLVED THAT, the Mayor and City Council of the City of Hagerstown hereby endorses the Projects; and HEREBY approves the request in the form of a grant in the approximate amount of up to \$350,000: (i) \$200,000 for a student housing project in the City Center; (ii) \$125,000 for replenishment of Down Payment Assistance and Rehabilitation Program in the Sustainable Community Area; and (iii) \$25,000 for replenishment of Façade Grant Program for Commercial and Mixed-Use Buildings in the Main Street Area; and

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and

BE IT FURTHER RESOLVED THAT, the Mayor is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and,

BE IT FURTHER RESOLVED THAT, copies of this Resolution be sent to the Secretary of Housing and Community Development of the State of Maryland.

READ AND PASSED THIS 21st day of June, 2016.

ATTEST/WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: 06/21/2016
Date of Passage: 06/21/2016
Effective Date: 06/21/2016

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

Topic:

Approval of a Resolution: FY 2017 Strategic Demolition Fund Application

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_FY_2017_Strategic_Demolition_Fund_Application.pdf

Motion_and_Resolution_-_FY_2017_Strategic_Demolition_Fund_Application.pdf

Description

Memo - FY 2017 Strategic Demolition Fund Application

Motion and Resolution - FY 2017 Strategic Demolition Fund Application



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

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

DATE: June 17, 2016

SUBJECT: FY 2017 Strategic Demolition Fund Application

Mayor and Council Action Requested

Mayor and Council authorization is needed to begin the process to submit an FY 2017 application to the State's Strategic Demolition Fund Program, as well as adoption of a resolution in support of the City's application. The grant application window opened on June 6th and the deadline for submittal of grant applications this year is July 15th. Due to a tight timeline given by the State and that there will no Mayor & Council meetings before the deadline, Staff is bringing the grant requests for approval at the June 21st Regular Session.

Strategic Demolition Fund Program

Started in 2012 and administered by the Maryland Department of Housing and Community Development (DHCD), the Strategic Demolition Fund seeks to catalyze activities that accelerate economic development and job production in existing Maryland communities. The Fund aims to improve the economic viability of "grey field development," which often faces more barriers than sprawling "green field development." Awards of the Fund focus on projects that can have a high economic and revitalization impact in existing communities. Like Community Legacy, projects must be consistent with the goals and strategies outlined in the City's Sustainable Community Plan and the projects must be located in the City's Sustainable Community Area.

DHCD has \$3.5 million in Strategic Demolition funding for grant awards around the State in FY 2017. The applicant is required to provide evidence of a match that is equal to 25% of the Strategic Demolition Fund request. Project awards are anticipated to average \$250,000.

Eligible projects will be capital projects, including but not limited to, demolition of derelict non-contributing structures, site acquisition and assembly to create redevelopment-sized parcels for solicitation or planned development, site development, construction-level architectural and engineering designs, and stabilization of buildings to stay further deterioration and prepare properties for rehabilitation and reuse.

Hagerstown's Past Strategic Demolition Awards

The City of Hagerstown has never received funding from the Strategic Demolition Fund. The City did

apply for the Strategic Demolition Fund in 2012 to fund property acquisition to support a proposed downtown multi-use sports/entertainment facility; however, the application was later withdrawn when that project did not come to fruition.

Proposed FY 2017 Strategic Demolition Fund Application

Staff have reviewed the strategies in our Sustainable Community Plan and Community's City Center Plan and are recommending a grant request for the following project:

Project for Strategic Demolition Fund Grant	Grant Request	Match
Site development and/or architectural and engineering design for downtown office building (Catalyst Project #1 in Community's City Center Plan)	\$750,000	\$250,000 (<i>match from City funds</i>)

The amount of the grant request is based on a review of what other communities in the state have received as well as the estimated costs associated with this project.

Staff will be present at the meeting to answer any questions about the proposed projects.

Attachment:

Resolution of Support for Proposed Strategic Demolition Fund Grant (included in the meeting packet)

C: Kathleen Maher, Director PCAD

Jill Frick, Director DCED

Amanda Whitmore, Downtown Coordinator

Jonathan Kerns, Community Development Manager

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 21, 2016

TOPIC: Resolution: FY 2017 Strategic Demolition Fund Application

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

MOTION: I hereby move that the Mayor and City Council adopt a resolution indicating approval of the City's FY 2017 Strategic Demolition Fund application to the Maryland Department of Housing and Community Development. The application requests funding for \$750,000 for site development and/or architectural and engineering design for a downtown office building (Catalyst Project #1 in the Community's City Center Plan)

DATE OF PASSAGE: 6/21/2016
EFFECTIVE DATE: 6/21/2016

LOCAL RESOLUTION

Resolution of the Mayor and Council of the City of Hagerstown approving the application and receipt of financing for a *Strategic Demolition Fund* project ("the Project") further described in the *Strategic Demolition Fund* application ("the Application"), to be financed either directly by the Department of Housing and Community Development (the "Department") of the State of Maryland or through other departments or agencies of the State of Maryland.

WHEREAS, the Mayor and City Council of the City of Hagerstown recognizes that there is a significant need for reinvestment and revitalization of Hagerstown's Sustainable Community Area; and

WHEREAS, the Department, either through the *Strategic Demolition Fund* or through other Programs of the Department, or in cooperation with other State departments or agencies, may provide some or all of the financing for the Project in order to assist in making it financially feasible; and

WHEREAS, the Project is located within a priority funding area under Section 5-7B-02 of the Smart Growth Act and within the Hagerstown Sustainable Community Area, and the Project will conform to the local zoning code; and

WHEREAS, the applicable law and regulations require approval of the *Strategic Demolition* Project and Project Financing by the Mayor and City Council of the City of Hagerstown;

NOW, THEREFORE BE IT RESOLVED THAT, the Mayor and City Council of the City of Hagerstown hereby endorses the Project; and HEREBY approves the request in the form of a grant in the approximate amount of up to \$750,000 for site development and/or architectural and engineering design for a downtown office building (Catalyst Project #1 in the Community's City Center Plan); and

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating his approval thereof; and

BE IT FURTHER RESOLVED THAT, the Mayor is hereby authorized to execute documents and take any action necessary to carry out the intent of these resolutions; and,

BE IT FURTHER RESOLVED THAT, copies of this Resolution be sent to the Secretary of Housing and Community Development of the State of Maryland.

READ AND PASSED THIS 21st day of June, 2016.

ATTEST/WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: 06/21/2016
Date of Passage: 06/21/2016
Effective Date: 06/21/2016

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

Topic:

Approval of a Resolution: Authorizing a Financial Incentive Agreement between the City of Hagerstown and Pinnacle Foods Group, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_and_Resolution_for_Pinnacle_Agreement.pdf

Description

Motion and Resolution -
Pinnacle Agreement

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 21, 2016

TOPIC: **Approval of Resolution:** Authorizing a Financial Incentive Agreement between the City of Hagerstown, Maryland and Pinnacle Foods Group, LLC

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

MOTION: I hereby move for Mayor & Council approval of a resolution authorizing the City to enter into a financial incentive agreement with Pinnacle Foods Group, LLC in connection with its acquisition of property, redevelopment of property and the creation of new jobs to be paid for from general fund Economic Development Incentives line item. The City's financial incentive is offered in partnership with incentives provided by Washington County and the State of Maryland.

DATE OF INTRODUCTION: 6/21/2016

DATE OF PASSAGE: 6/21/2016

EFFECTIVE DATE: 6/21/2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, FOR THE
ACQUISITION AND IMPROVEMENT OF THE
PROPERTY KNOWN AS 1100 FREDERICK
STREET, HAGERSTOWN, MARYLAND
AND THE CREATION OF PERMANENT NEW JOBS
BETWEEN THE CITY OF HAGERSTOWN AND
PINNACLE FOODS GROUP, LLC**

RECITALS

WHEREAS, Pinnacle Foods Group, LLC, hereinafter referred to as "Pinnacle," has recently acquired certain property known as 1100 Frederick Street, Hagerstown, Maryland by virtue of a deed from Hagerstown 1100 Frederick, LLC dated August 17, 2015 and recorded among the Land Records of Washington County, Maryland at Liber 5046, folio 0108; and

WHEREAS, the City of Hagerstown, hereinafter referred to as "the City," desires to encourage the redevelopment of the property and the creation of permanent new jobs by providing a Financial Incentive Agreement to Pinnacle in an amount not to exceed \$95,710 in waiver of building permitting fees and up to \$100,000 in loan-to-grants; and

WHEREAS, attached hereto and incorporated herein is a Financial Incentive Agreement for the redevelopment of the property and the creation of permanent new jobs as aforesaid, and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Financial Incentive Agreement.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the grant of up to \$97,510 in waiver of building permitting fees and up to \$100,000 in loan-to-grants for the redevelopment of the improvements on the property known as 1100 Frederick Street, Hagerstown, Maryland, and the creation of permanent new jobs in that location is approved.
3. That the City of Hagerstown be and is hereby authorized to execute the Financial Incentive Agreement, for the redevelopment of the improvements on the property known as 1100 Frederick Street, Hagerstown, Maryland, and the creation of permanent new jobs in that location, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By:_____
David S. Gysberts, Mayor

Date of Introduction: June 21, 2016
Date of Passage: June 21, 2016
Effective Date: June 21, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

FINANCIAL INCENTIVE AGREEMENT
by and between
the City of Hagerstown, Maryland,
and Pinnacle Foods Group, LLC

THIS FINANCIAL INCENTIVE AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2016 by and between the City of Hagerstown, Maryland ("the City"), and Pinnacle Foods Group, LLC, ("Pinnacle").

RECITALS

Pinnacle intends to acquire and improve a building in the area of 1100 Frederick Street, located within the corporate limits of the City of Hagerstown, Maryland.

The City has agreed to provide a monetary incentive to Pinnacle to assist with the project in exchange for Pinnacle's agreement to create new jobs at its new location.

Therefore, for and in consideration of the incentives and guaranty hereinafter provided and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the City and Pinnacle do contract and agree as follows:

1. **Definitions.**

In addition to any other terms defined herein, the following terms shall have the meaning set forth with respect thereto.

A. New Job: Each full-time job that entails 1,800 hours logged per year and must be a net new job position to the State of Maryland. A New Job does not include the movement of existing Pinnacle employees from other locations in Maryland, or employees of a company acquired by Pinnacle after this date, if the employee's place of employment immediately before the acquisition was elsewhere in Maryland.

B. New Jobs Benchmark: One hundred twenty-five (125) new jobs on or before December 31, 2018, to be maintained through at least December 31, 2025 for an incentive payment of \$62,500; and up to seventy-five (75) additional new jobs on or before December 31, 2020, to be maintained through at least December 31,

2025 for an additional incentive payment of \$500 per new job, not to exceed \$37,500.

- C. Year: 365 calendar days from the date of hire.
- D. Eligible Project Costs: Those costs associated with the Project which are eligible for reimbursement under the Maryland Economic Development Assistance Fund program. This would include the construction or acquisition of a building or real property and the acquisition, construction, or installation of machinery, equipment, furnishings, fixtures, leasehold improvements, site improvements or infrastructure improvements at the Project Site. Pinnacle shall invest or cause to be invested at least \$30,000,000 in Eligible Project Costs at the Business Location on or before December 31, 2017.
- E. Incentive Package: (1) Permitting credit, estimated to be worth not in excess of \$95,710.00 for waiver of all building permit fees, with \$95,710.00 to be the maximum; (2) \$62,500 for the one hundred twenty-five (125) New Jobs created on or before December 31, 2018, to be paid to Pinnacle at such time as Pinnacle produces executed Incentive Agreements with the State of Maryland and with Washington County, purchased the Business Location, and expended no less than \$750,000 in Eligible Project Costs ("2015/2016 Loan-to-Grant"); and (3) up to \$37,500 to be paid to Pinnacle when it submits a request for disbursement along with the certification of job continuity form due to the City on or before January 31, 2021 (for the year ending December 31, 2020) for additional New Jobs created on or before December 31, 2020 ("2020 Loan-to-Grant").
- F. Interest Rate: Three per cent (3%) fixed per annum.
- G. Clawback: Previously given monies or benefits from the City provided pursuant to this Agreement which will be paid back by Pinnacle due to non-conformance of the job creation commitment and other requirements of this Agreement.
- H. Business Location: Pinnacle's new business location in the City of Hagerstown, Maryland more particularly described as 1100 Frederick Street. The property must be acquired on or before December 31, 2015.

2. **Incentive Package.**

The City and Pinnacle agree that the incentive contemplated herein shall be governed by the following provisions:

- A. Subject to the requirements of this provision 2, the City shall waive the cost of building permit fees at the time of issuance of same for the business location, with said incentive not to exceed \$95,710.00.
- B. Subject to the requirements of this provision 2, and at the times set forth in 1.E., the City shall pay Pinnacle (1) the sum of up to \$62,500 ("2015/2016 Loan-to-Grant"); and (2) an additional incentive payment of \$500 per additional New Job for each job over one hundred twenty-five (125) jobs, not to exceed \$37,500 ("2020 Loan-to-Grant").
- C. **2015/2016 Loan-to-Grant.** On or before December 31, 2018, Pinnacle shall create, fill, and maintain a minimum of one hundred twenty-five (125) permanent New Jobs. Each such job must be at a pay scale of not less than 150% of the prevailing Federal Minimum Wage at all times and must be eligible for an employer-subsidized health care benefits package. Each such job must remain filled until at least December 31, 2025.

2020 Loan-to-Grant. Payable for each additional New Job in excess of one hundred twenty-five (125) created by December 31, 2020, with a maximum payment of \$37,500 based upon seventy-five (75) permanent additional New Jobs (i.e. $75 \times \$500$ per job). Each such job must be at a pay scale of not less than 150% of the prevailing Federal Minimum Wage at all times and must be eligible for an employer-subsidized health care benefits package. Each such job must remain filled until at least December 31, 2025. Pinnacle shall submit a request for disbursement of the 2020 Loan-to-Grant along with the certification of job continuity form due to the City on or before January 31, 2021 (for the year ending December 31, 2020). Pinnacle shall not receive any portion of the 2020 Loan-to-Grant if it shall fail invest or cause to be invested at least \$30,000,000 in Eligible Project Costs at the Business Location on or before December 31, 2017.

- D. Pinnacle shall invest or cause to be invested at least \$30,000,000 (including property acquisition costs) in Eligible Project Costs at the Business Location on or before December 31, 2017.
- E. Pinnacle's business operation must remain at the Business location until at least December 31, 2025.
- F. Pinnacle shall submit to the City of Hagerstown at 1 East Franklin Street, Hagerstown, Maryland 21740 a certification of job continuity form provided by the City annually, with the first certification due on or before January 31, 2019 (for the year ending December 31, 2018), and annually thereafter on or before January 31 of each year through January 31, 2026. Pinnacle shall be required to certify the number of filled pre-existing full-time jobs, filled New Jobs, and the continuity of both.
- G. In the event that Pinnacle:
- ▶ fails to file a certification of job continuity;
 - ▶ fails to create and fill a minimum of one hundred twenty-five (125) permanent New Jobs on or before December 31, 2018 or fails to maintain a minimum of one hundred twenty-five (125) permanent New Jobs through December 31, 2025;
 - ▶ fails to maintain the number of additional New Jobs as of December 31, 2020 through the date of December 31, 2025;
 - ▶ no longer engages in business at the Business Location prior to December 31, 2025;
 - ▶ fails to invest or cause to be invested at least \$30,000,000 in Eligible Project Costs at the Business Location on or before December 31, 2017; or,
 - ▶ files for bankruptcy or receivership (voluntary or involuntary)

the City may clawback the incentive payment(s) made as indicated herein:

- (a) For failure to file a certification of job continuity, the full and entire amount of the incentives credited as indicated in Sections 2.A. and 2.B herein, plus interest at the Interest Rate, will be due and

payable to the City of Hagerstown within 90 days after notice by the City of Hagerstown.

- (b) If the number of New Jobs does not reach the New Jobs Benchmark prior to December 31, 2018 (for the 2015/2016 Loan to Grant) or falls below the New Jobs Benchmark at any time prior to December 31, 2025, then the incentives credited as indicated in Sections 2.A. and 2.B. herein (at the rate of \$500 per job for each job between 125 and 80), plus interest at the Interest Rate, will be due and payable to the City within 90 days after notice by the City.
- (c) If the number of New Jobs does not reach 80 by December 31, 2018, or falls below 80 at any time before December 31, 2025, then all of the incentives credited as indicated in Sections 2.A. and 2.B. herein, plus interest at the Interest Rate, will be due and payable to the City within 90 days after notice by the City.
- (d) If the number of additional New Jobs as of December 31, 2020 (for the 2020 Loan to Grant) falls (by any number) at any time prior to December 31, 2025, then the incentive credited as indicated in Sections 2.A. and 2.B. herein (at the rate of \$500 per job), plus interest at the Interest Rate, will be due and payable to the City within 90 days after notice by the City.
- (e) If Pinnacle no longer engages in business at the Business Location prior to December 31, 2025, the full and entire amount of the incentives credited as indicated in Sections 2.A and 2.B. herein, plus interest at the Interest Rate, will be due and payable to the City within 90 days after notice by the City.
- (f) If Pinnacle fails to invest or cause to be invested at least \$30,000,000 in Eligible Project Costs at the Business Location on or before December 31, 2017, the full and

entire amount of the incentives credited as indicated in Sections 2.A and 2.B. herein, plus interest at the Interest Rate, will be due and payable to the City within 90 days after notice by the City.

(g) If Pinnacle files for bankruptcy or receivership (voluntary or involuntary) prior to December 31, 2025, the full and entire amount of the incentives credited as indicated in Sections 2.A and 2.B. herein, plus interest at the Interest Rate, will be due and payable to the City within 90 days after notice by the City.

H. At or before disbursement of each loan-to-grant, Pinnacle shall execute two promissory notes (one for the 2015/2016 Loan-to-Grant, and a second for the 2020 Loan-to-Grant) to the City concerning the clawback terms in a form to be provided by the City. The promissory notes shall indicate that the interest rate associated with the clawback shall be three per cent (3%) per annum.

3. **Default.**

In the event of a default by Pinnacle of any term, provision or condition of this Agreement, the City shall be permitted to:

- A. Immediately clawback funds provided to Pinnacle by the City as indicated in Section 2.
- B. Pursue any other rights at law or in equity, including but not limited to the right to recover consequential damages resulting from Pinnacle's default.

In any action brought by or against the City in the interpretation or enforcement of this Agreement, Pinnacle, in addition to all other damages, shall pay the reasonable value of attorney's services incurred by the City in such action, together with the City's litigation expenses and court costs. This provision shall apply regardless of whether the City is represented in such proceedings by an attorney already employed by (or on retainer with) the City.

4. **Notice.** All notices and correspondence under or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier:

To the Employer:

Pinnacle Foods Group, LLC
1100 Frederick Street
Hagerstown, Maryland 21740
Attention: Mr. John Kroeger
Vice President and Deputy General Counsel

To the City at:

City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Attention: Valerie A. Means, City Administrator
(with a copy to Mark K. Boyer, City Attorney, 82 West Washington Street, Suite 100, Hagerstown, Maryland 21740)

5. **Laws of Maryland.** This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland. The parties hereby consent to the exclusive jurisdiction and venue of the Maryland State Courts located in Washington County, Maryland for the litigation of any issue arising hereunder.
6. **Recitals.** The Recitals are hereby incorporated into this Agreement as substantive provisions.
7. **Entire Agreement: Modification.** This Agreement constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement or in the Promissory Notes as referenced herein. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of the parties.
8. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full

force and effect and enforceable to the fullest extent permitted by law.

9. **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.
10. **Survival.** The covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.
11. **Counterparts/Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.
12. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.
13. **Successors Bound.** This Agreement shall be binding on and shall inure to the benefit of the successors, permitted assigns, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement under their respective seals as of the day and year first above written.

WITNESS:

PINNACLE FOODS GROUP, LLC

BY: _____ (SEAL)

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

BY: _____ (SEAL)

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

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INCENTIVE AGREEMENT Project Hawk Final.docx

PROMISSORY NOTE

2015/2016 Loan-to-Grant

| \$62,500.00 _____, 2016

FOR VALUE RECEIVED, the undersigned MAKER promises to pay to the order of THE CITY OF HAGERSTOWN, MARYLAND (hereinafter "City" or "Holder") the principal sum of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) with interest at the rate of Three Percent (3%) per annum from the date hereof on the balance remaining from time to time unpaid, without set off or defense.

All payments shall be made in lawful money of the United States of America at the offices of THE CITY OF HAGERSTOWN, FINANCE OFFICE located at CITY HALL in HAGERSTOWN, MARYLAND. All payments shall be applied first to the payment of penalties, then to unpaid interest, then to costs and fees, if any, and then to the payment of principal. The undersigned promises to pay a delinquent or late charge of five percent (5%) of the total amount of any delinquent or late periodic installment for any amount delinquent fifteen (15) days.

The loan amount is made pursuant to the parties' Financial Incentive Agreement (the "Agreement") for the acquisition and improvement of the premises known as 1100 Frederick Street, Hagerstown, Maryland, and the creation and maintenance of no fewer than one hundred twenty-five (125) permanent new jobs. Upon Maker's default under the Agreement, the entire balance of principal and interest shall, at the option of the Holder, become due within ninety (90) days and payable, together with reasonable attorney's fees in the amount of twenty percent (20%) of any unpaid principal amount, and costs of collection.

Pursuant to the Agreement, upon Maker's performance of all of its obligations under the Agreement, Holder will forgive, extinguish and release the Maker's obligation for the balance of the principal amount and mark this Note satisfied. This benefit is contingent upon the Maker remaining in compliance with all terms of the Agreement and there being no instance of default under any of the obligations enumerated above. No instance of default shall be deemed waived by inaction of the Holder.

The undersigned Maker affirmatively waives presentment, protest and notice of dishonor, and expressly agree that the maturity date of this Note, or any required payment hereunder, may be extended from time to time without constituting a waiver or affecting the liability of the Maker.

ATTEST:

MAKER:
Pinnacle Foods Group, LLC

_____ By: _____ (SEAL)

PROMISSORY NOTE

2020 Loan-to-Grant

\$_____.00 [value can be up to \$37,500] _____, 2021

FOR VALUE RECEIVED, the undersigned MAKER promises to pay to the order of THE CITY OF HAGERSTOWN, MARYLAND (hereinafter "City" or "Holder") the principal sum of _____ Dollars (\$_____.00) with interest at the rate of Three Percent (3%) per annum from the date hereof on the balance remaining from time to time unpaid, without set off or defense.

All payments shall be made in lawful money of the United States of America at the offices of THE CITY OF HAGERSTOWN, FINANCE OFFICE located at CITY HALL in HAGERSTOWN, MARYLAND. All payments shall be applied first to the payment of penalties, then to unpaid interest, then to costs and fees, if any, and then to the payment of principal. The undersigned promises to pay a delinquent or late charge of five percent (5%) of the total amount of any delinquent or late periodic installment for any amount delinquent fifteen (15) days.

The loan amount is made pursuant to the parties' Financial Incentive Agreement (the "Agreement") for the acquisition and improvement of the premises known as 1100 Frederick Street, Hagerstown, Maryland, and the creation and maintenance of up to seventy-five (75) permanent new jobs. Upon Maker's default under the Agreement, the entire balance of principal and interest shall, at the option of the Holder, become due within ninety (90) days and payable, together with reasonable attorney's fees in the amount of twenty percent (20%) of any unpaid principal amount, and costs of collection.

Pursuant to the Agreement, upon Maker's performance of all of its obligations under the Agreement, Holder will forgive, extinguish and release the Maker's obligation for the balance of

the principal amount and mark this Note satisfied. This benefit is contingent upon the Maker remaining in compliance with all terms of the Agreement and there being no instance of default under any of the obligations enumerated above. No instance of default shall be deemed waived by inaction of the Holder.

The undersigned Maker affirmatively waives presentment, protest and notice of dishonor, and expressly agree that the maturity date of this Note, or any required payment hereunder, may be extended from time to time without constituting a waiver or affecting the liability of the Maker.

ATTEST:

MAKER:
Pinnacle Foods Group, LLC

_____ By: _____ (SEAL)

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

Topic:

Approval of a Resolution: Approval of the FY 2017 Community Development Block Grant (CDBG) Annual Action Plan

Mayor and City Council Action Required:

Staff request Mayor & Council approval of the Community Development Block Grant Annual Action Plan for Fiscal Year 2017 in order to receive the City's annual entitlement of CDBG funds. Staff also request Mayor & Council approval of amendments to past CDBG Action Plans as required by the CDBG Citizen Participation Plan.

Discussion:

Approval of FY17 Annual Action Plan

The City of Hagerstown is an entitlement recipient of Federal CDBG funds from the United States Department of Housing and Urban Development (HUD). Each year, the City of Hagerstown is required to submit an Annual Action Plan to HUD and this plan serves as the City's application for CDBG funds. Hagerstown's FY17 entitlement amount will be \$654,941, a \$13,337 increase when compared to the FY16 entitlement amount. An excerpt from the FY17 Annual Action Plan listing all FY17 CDBG funded activities is attached.

Amendments to Past CDBG Action Plans

Staff work throughout the year with the U.S. Department of Housing and Urban Development to maintain compliance with CDBG regulations. Due to federal citizen participation requirements, staff have identified the need to amend past CDBG Action Plans. The amendments are required when one or more of the following occur: CDBG activities are completed substantially under budget, the City receives unanticipated CDBG program income, or when CDBG activities are not carried out. Although these amendments are considered routine, they will require official approval by the Mayor & Council per the CDBG Citizen Participation Plan. Amendment details are included in the second attachment.

Financial Impact:

Recommendation:

Motion:

Action Dates:

The FY17 Annual Action Plan and amendments to past action plans are scheduled for approval during the June 21st Regular Session. The FY17 Annual Action Plan will be submitted to HUD by June 30, 2016.

ATTACHMENTS:**File Name**

Motion_ - Resolution_ -
_Approval_of_the_FY_2017_CDBG_Annual_Action_Plan.pdf
CDBG_Action_Plan_Memo.pdf

Description

Motion - Resolution FY 2017
Annual Action Plan
CDBG Action Plan Memo &
Attachments

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 21, 2016

TOPIC: RESOLUTION: Approval of the FY 2017 CDBG Annual Action Plan

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

MOTION: I hereby move for adoption of a Resolution approving the FY 2017 Annual Action Plan for the Community Development Block Grant program, authorizing the Mayor to file an application for financial assistance with the U.S. Department of Housing & Urban Development in the amount of \$654,941 for the Community Development Block Grant program, and further authorizing the Mayor to execute all other documents relating to the City's Community Development Block Grant program for FY 2017.

DATE OF INTRODUCTION: 06/21/2016
DATE OF PASSAGE: 06/21/2016
EFFECTIVE DATE: 06/21/2016

**RESOLUTION OF THE CITY COUNCIL
OF THE
CITY OF HAGERSTOWN**

**APPROVAL OF THE
FY 2016/2017 ANNUAL ACTION PLAN**

- WHEREAS,** under Title I of the Housing and Community Development Act of 1974, as Amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in activities which will benefit low and moderate income persons, or aid in the elimination or prevention of slums or urban blight or other urgent community development needs; and,
- WHEREAS,** the U.S. Department of Housing and Urban Development has advised the City that for FY2016/2017 it is eligible to receive an entitlement amount of \$654,941 for the CDBG Program; and,
- WHEREAS,** in addition to the entitlement amount, the City anticipates that it will receive \$238,096 in program income; and,
- WHEREAS,** the City has established a single consolidated program year for the Community Development Block Grant; and,
- WHEREAS,** the Department of Community and Economic Development of the City of Hagerstown has prepared an *Annual Action Plan* for FY2016/2017 which assesses the housing needs of extremely low and low income households, homeless families and individuals, and others with special needs; and,
- WHEREAS,** a draft of the City's *Annual Action Plan* for FY2016/2017 has been on display since May 13, 2016, and the City has held Public Hearings on said *Annual Action Plan* and the comments of various agencies, groups and citizens have been taken into consideration in the preparation of the final document;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAGERSTOWN:

1. That the *Annual Action Plan* for the FY2016/2017 CDBG Program with the inclusion and consideration of all citizens' comments is hereby in all respects approved;
2. That it is cognizant of the conditions that are imposed in the undertaking of community development activities with Federal financial assistance, including the requirements relating to: (a) the relocation of site occupants; and, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, sexual orientation or national origin and other assurances as set forth under the application's certifications;
3. That the Mayor of the City of Hagerstown, on behalf of the City Council, is authorized to file an application for financial assistance with the U.S. Department of Housing and Urban Development which has indicated its willingness to make available a grant to carry out the CDBG Program in the amount of \$654,941;
4. That the Mayor of the City of Hagerstown, on behalf of the City Council, is hereby authorized to provide such assurances and/or certifications as required by the Housing and Community Development Act of 1974, as Amended, the National Affordable Housing Act of 1990, and also any supplemental or revised data which the U. S. Department of Housing and Urban Development may request in connection with the

review of the City's application; and,

5. That the Mayor of the City of Hagerstown is authorized to execute on behalf of the City Council the formal grant contract and other documents relating to the City's Community Development Block Grant Program for FY2016/2017.

CITY OF HAGERSTOWN, MARYLAND

_____(SEAL)
David S. Gysberts
Mayor

ATTEST:

City Clerk

Approved this _____ Day of June, 2016



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development
Business and Community Relations Division

To: Valerie Means, City Administrator

From: Jonathan Kerns, Community Development Manager J.K.

Date: June 9, 2016

RE: **Approval of the Community Development Block Grant (CDBG) Annual Action Plan and Amendments to Past Action Plans**

Mayor and Council Action Requested:

Staff request Mayor & Council approval of the Community Development Block Grant Annual Action Plan for Fiscal Year 2017 in order to receive the City's annual entitlement of CDBG funds. Staff also request Mayor & Council approval of amendments to past CDBG Action Plans as required by the CDBG Citizen Participation Plan.

Approval of FY17 Annual Action Plan

The City of Hagerstown is an entitlement recipient of Federal CDBG funds from the United States Department of Housing and Urban Development (HUD). Each year, the City of Hagerstown is required to submit an Annual Action Plan to HUD and this plan serves as the City's application for CDBG funds. Hagerstown's FY17 entitlement amount will be \$654,941, a \$13,337 increase when compared to the FY16 entitlement amount. An excerpt from the FY17 Annual Action Plan listing all FY17 CDBG funded activities is attached.

Amendments to Past CDBG Action Plans

Staff work throughout the year with the U.S. Department of Housing and Urban Development to maintain compliance with CDBG regulations. Due to federal citizen participation requirements, staff have identified the need to amend past CDBG Action Plans. The amendments are required when one or more of the following occur: CDBG activities are completed substantially under budget, the City receives unanticipated CDBG program income, or when CDBG activities are not carried out. Although these amendments are considered routine, they will require official approval by the Mayor & Council per the CDBG Citizen Participation Plan. Amendment details are included in the second attachment.

The FY17 Annual Action Plan and amendments to past action plans are scheduled for approval during the June 21st Regular Session. The FY17 Annual Action Plan will be submitted to HUD by June 30, 2016.

Attachments: FY 2017 Annual Action Plan Activities
Amendments to CDBG Action Plans

- c. Jill Frick, Director of Community and Economic Development
Michelle Hepburn, Director of Finance



FY 2017 ANNUAL ACTION PLAN ACTIVITIES

Activity Number	Activity Name	Activity Description	FY 2017 Funds Toward Activity
CD-17-01	HNDP Downpayment Assistance	Funds will be used to support a program which provides down payment and settlement assistance to LMI persons purchasing homes.	\$ 21,000
CD-17-02	Single Family Homeownership	Funds will be used to support a program to purchase, rehabilitate and resell single family homes to LMI households, with the possibility of funding a CHDO to create new for-sale housing for LMI households.	\$ 256,941
CD-17-03	Single Family Homeownership Administration	Funds will be used to support administration costs associated with the purchase, rehabilitation and resale of single family homes to LMI households.	\$10,000
CD-17-04	Residential Rental Rehabilitation	Funds will support a program which provides assistance with the rehabilitation of investor owned housing units which are occupied by 51 % low to moderate income tenants.	\$100,000
CD-17-05	Residential Rental Rehabilitation Administration	Funds will be used to support administration expenses incurred for employee costs associated with multi-unit rehabilitation by either CDBG or Maryland DHCD.	\$10,000
CD-17-06	Emergency Repair (Owner	Funds will be used to undertake various individual actions on single family homes in the City of Hagerstown. Sites to be determined	\$25,000

	Occupied)	through application for funds for emergency repairs such as furnaces, water heaters, roof leaks. Activities include: rehabilitation of single family homes owned by LMI home owners who apply to the program for a qualifying repair.	
CD-17-07	Home Repair Grants - Commission on Aging	Funds will be used to undertake various individual actions on single family homes, owned by LMI elderly homeowners, in the City of Hagerstown. Sites to be determined through application for funds. Activities include: rehabilitation of single family homes owned by LMI elderly home owners who apply to the program. Project carried out by sub-recipient Commission on Aging.	\$18,000
CD-17-08	Single Family Rehabilitation	Funds will provide loans to rehabilitate low to moderate income owner-occupied single family homes.	\$75,000
CD-17-09	Single Family Rehabilitation Administration	Funds will be used to support administration expenses incurred for employee costs associated with single family rehabilitation by either CDBG or Maryland DHCD.	\$10,000
CD-17-10	Habitat Brush with Kindness	Funds will be used to undertake various individual actions on single family homes, owned by LMI homeowners in the City of Hagerstown. Sites to be determined through application for funds. Activities include: rehabilitation of single family homes owned by LMI home owners who apply to the program. Project carried out by sub-recipient Habitat for Humanity.	\$18,000
CD-17-11	Code Enforcement	Funds support the administrative costs associated with a part-time code inspector to focus on nuisance conditions and vacant structures in the core of the city with all areas of inspection located in low/mod income Census tracts with high code violation rates to	\$18,564

		increase sustainability of neighborhoods.	
CD-17-12	Accessibility Ramps	Funds will be used to undertake installation of handicap accessible curb ramps at intersections throughout the City of Hagerstown. Specific sites to be determined based on planning needs and neighborhood impact.	\$90,000
CD-17-13	Public Facility Loans	Funds will be used to undertake improvements and upgrades to public facilities owned by non-profits.	\$125,000
CD-17-14	Together with Families	Funds will be used to provide education and parenting service (through family center) for low to moderate income expecting parents and parents primarily between the ages of 15-26.	\$5,700
CD-17-15	Community Free Clinic	Funding will be used to provide support to local free clinic by providing laboratory services to residents who have little or no health insurance.	\$39,000
CD-17-16	Children in Need	Funds will be used to support a program which provides the necessary clothing and educational supplies to low-income children to enable them to be successful in school.	\$ 4,900
CD-17-17	Girl's Inc. Supper Program	Funds will be used to support a program which provides nutritional meals for participants of Girls, Inc. This program provides a healthy meal Monday-Thursday to support overall health and development of youth from low/mod income families.	\$8,300
CD-17-18	Senior Living Alternatives	Funds will be used to support a program that provides meals and snacks for low/moderate income elderly residents of Holly Place and North Holly Place.	\$42,500
CD-17-19	Community Action Council	Funds will be used to provide support to a program operated by Washington County Community Action Council that provides financial capacity counseling to low- to mod-	\$ 4,600

		income residents to build financial literacy.	
CD-17-20	General Program Administration	Funds will be used to support Employee and operating costs associated with the general administration of the CDBG program.	\$ 154,553

Amendments to CDBG Action Plans

The City proposes to amend the following CDBG activities in the FY 2012 Action Plan:

Single Family Rehabilitation:

Activity complete with funds remaining; \$131,200 reprogrammed as carry over in the FY 14 & FY 15 Annual Action Plan

Neighborhood Development:

Activity cancelled; \$78,525 reprogrammed as carry over in the FY 14 & FY 15 Annual Action Plan

The City proposes to amend the following CDBG activities in the FY 2013 Action Plan:

Residential Rental Rehabilitation Loans:

Activity cancelled; \$203,000 reprogrammed to the FY 14 & FY 15 Annual Action Plan activity Residential Rehabilitation Loans

Single Family Rehabilitation Loans:

Activity complete with funds remaining; \$94,675 reprogrammed as carry over in the FY 14 & FY 15 Annual Action Plan

House Keys for Employees:

Activity cancelled; \$4,500 reprogrammed to the FY 14 & FY 15 Annual Action Plan

Neighborhood Development:

Activity cancelled; \$50,000 reprogrammed to the FY 15 Action Plan Activity Single Family Homeownership.

The City proposes to amend the following CDBG activities in the FY 2014 Action Plan:

Single Family Rehabilitation Loans:

Activity cancelled; \$70,000 reprogrammed as carry over in the FY 15 & FY 16 Annual Action Plan

The City proposes to amend the following CDBG activities in the FY 2015 Action Plan:

Commercial Rehabilitation:

Activity Cancelled; \$100,000 reprogrammed as carry over in the FY 16 Annual Action Plan

Receipt of Unanticipated Program Income:

The City of Hagerstown repaid \$164,213 to the City's CDBG line of Credit for IDIS Activity # 507 – (HNDP) Acquisition of 28-50 East Baltimore Street. Funds programmed to FY 15 Action Plan Activity Single Family Homeownership.

The City of Hagerstown received \$84,616.46 in unanticipated loan repayment funds. Funds were programed throughout the FY 15 & FY 16 Action Plan

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

Topic:

Approval of Amendments to Past Community Development Block Grant (CDBG) Annual Action Plans

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion -
_Amendments_to_Past_Community_Development_Block_Grant_(CDBG)_Annual_Action_Plans.pdf

Motion -
Amendments
to Past
Community
Development
Block Grant
(CDBG)
Annual
Action Plans

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

June 21, 2016

TOPIC: Amendments to Past Community Development Block Grant (CDBG)
Annual Action Plans

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

MOTION: I hereby move for the Mayor & Council to approve amendments to past CDBG Annual Action Plans as required by CDBG Citizen Participation regulations. CDBG Action Plan amendments are required when one or more of the following occur: CDBG activities are completed substantially under budget, the City receives unanticipated CDBG program income, or CDBG activities are not carried out. Details of the Action Plan Amendments are included in the attached document.

DATE OF INTRODUCTION:	06/21/2016
DATE OF PASSAGE:	06/21/2016
EFFECTIVE DATE:	06/21/2016

Amendments to CDBG Action Plans

The City proposes to amend the following CDBG activities in the FY 2012 Action Plan:

Single Family Rehabilitation:

Activity complete with funds remaining; \$131,200 reprogrammed as carry over in the FY 14 & FY 15 Annual Action Plan

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The City of Hagerstown received \$84,616.46 in unanticipated loan repayment funds. Funds were programmed throughout the FY 15 & FY 16 Action Plan

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

Topic:

Approval of Purchase of 2016 Ford F550 Replacement for Wastewater Unit 508 - McCafferty Ford (Mechanicsburg, PA) \$ 122,708.00

Mayor and City Council Action Required:

Wastewater Division Purchase of Vehicle 508 from McCafferty Ford in the amount of \$112,708.00. Bid through COSTARS - Pennsylvania Department of General Services Bid

Discussion:

The Wastewater Division will replace 2003 vintage Truck #508 which currently has approximately 90,000 miles and has \$42,286 of repair charges that have accrued through the years. The crane is no longer operational and the replacement/repair cost does not add value to the vehicle which has reached its useful service life. The welder and generator units are functional and will be salvaged. This is a replacement and not an addition to the fleet.

Financial Impact:

Acct. #54-85001-5840-C0004 is budgeted at \$255,000.00 for FY17

Recommendation:

Staff recommended approval

Motion:

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: June 21, 2016

TOPIC: Approval of a Motion for the purchase of a Utility Service Vehicle

with Crane on a 2016 Ford 550 4X4 Chassis from McCafferty Ford, Carlisle, PA

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

MOTION: I hereby move that the Mayor and City Council approve the purchase of a Utility Service Vehicle with Crane on a 2016 Ford 550 4X4 Chassis from McCafferty Ford, Carlisle, PA in the amount of \$122,708.00 (one hundred twenty-two thousand seven hundred eight dollars). Account #5485001-5840-C0004 has \$255,000 (two hundred fifty thousand dollars) budgeted in FY17.

DATE OF INTRODUCTION: 06/21/2016
DATE OF PASSAGE: 06/21/2016
EFFECTIVE DATE: 06/21/2016

Action Dates:

Regular Session 062106

ATTACHMENTS:

File Name

Description

Wastewater_Division_Motion_for_the_Purchase_of_Vehicle_508_062116.doc	Wastewater Division Motion for the Purchase of Vehicle 508 062116
Wastewater_Division_Vehicle_508_Replacement_PDGS_Co-Stars_062116.xls	Wastewater Division Vehicle 508 Replacement PDGS Co-Stars 062116
Wastewater_Division_CIP_Vehicle_508_062116.pdf	Wastewater Division CIP Vehicle 508 062116
Wastewater_Division_Vehicle_Replacement_Form_Unit_508_062116.xls	Wastewater Division Vehicle Replacement Form Unit 508 062116

Wastewater_Divison_Vehicle_508_Quote_062116.pdf

Wastewater
Divison Vehicle
508 Quote
062116

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: June 21, 2016

TOPIC: **Approval of a Motion for the purchase of a Utility Service Vehicle with Crane on a 2016 Ford 550 4X4 Chassis from McCafferty Ford, Carlisle, PA**

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 purchase of a Utility Service Vehicle with Crane on a 2016 Ford 550 4X4 Chassis from McCafferty Ford, Carlisle, PA in the amount of \$122,708.00 (one hundred twenty-two thousand seven hundred eight dollars). Account #5485001-5840-C0004 has \$255,000 (two hundred fifty thousand dollars) budgeted in FY17.

DATE OF INTRODUCTION: 06/21/2016

DATE OF PASSAGE: 06/21/2016

EFFECTIVE DATE: 06/21/2016

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

Quantity	Description	Value
1	2016 Ford F550 4X4, Automatic, 19,500 GVW with 7 series Summit 11' service body, Summit 6629LW Hydraulic crane, Vanair 300h All-In-One	\$
	Power System, 24" rear tool bumper, hydraulic outrigger and 2 aluminum drawer packs.	
	TOTAL	\$

The Wastewater Division will replace 2003 vintage Truck #508 which currently has approximately 90,000 miles and has \$42,286 of repair charges that accrued through the years. The crane is no longer operational and the replacement/repair cost does not add value to the vehicle which has reached its useful life. The welder and generator units are functional and will be salvaged. This is a replacement and not an addition to the fleet.

Business Name: McCafferty Ford

Address: 6320 Carlise Pike

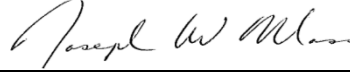
City, State: Mechanicsburg, PA 17050

[illegible]

Comments

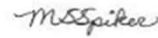
Department Manager (required on all unbudgeted items):

To replace 2003 Truck #508 - Vehicle expected to arrive in FY17. Vehicle has reached it's useful service life (information within packet). The Wastewater Division replace 2003 vintage Truck #508 which currently has approximately 90,000 miles and has \$42,286 of repair charges that have accrued through the years. The crane is operational and the replacement/repair cost does not add value to the vehicle. The welder and generator units are functional and will be salvaged. This is a replacement in addition to the fleet.



Water Operations Manager

May 2, 20



Director of Utilities

May 2, 20

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

on will re is no longer ment and not
16
16

CAPITAL IMPROVEMENT PROGRAM

FY '17 *thru* FY '21

City of Hagerstown, Maryland

Project # **54-C0004**
Project Name **Wastewater Vehicle Replacement**

Type Replacement Department Wastewater Fund
Useful Life 6 years Contact Moss
Category Automobiles and Trucks Priority Planned Improvement
Location: CS, WWTP, Admin.
Year Submitted: Ongoing
Status Active



Description

FY17: Replace 2003 #508 Utility Truck (\$135,000), 1988 #520 Case Tractor (\$25,000), 2004 #525 F450 Utility Truck (\$95,000)
FY18: Replace 2000 #512 Dump Truck (\$135,000), 2001 #592 John Deere Backhoe (\$95,000), 1989 #519 Chevy 7D042 Vacuum Truck (\$105,000)
FY19: Replace 2005 #535 New Holland Tractor (\$25,000), 1993 #513 Kohler Generator (\$65,000), 2002 #595 Tandem Dump Truck (\$180,000)
FY20: Replace 2006 # 528 Jet-Vac Cleaner (\$750,000)
FY21: Replace 1999 #509 Volvo Trailer Mounted Generator (\$75,000)

Justification

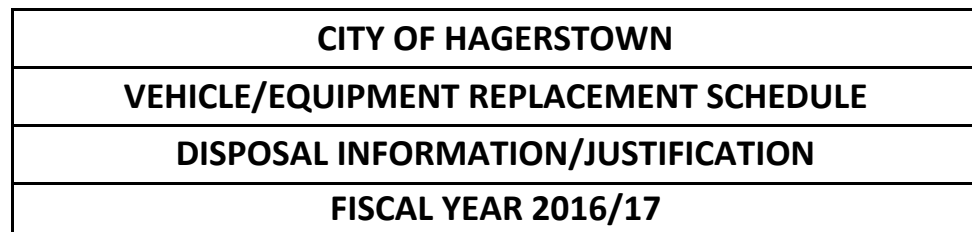
Replacement units - reduced maintenance costs anticipated

Budget Impact/Other

Newer vehicle requires less maintenance thus reducing O&M costs.

Expenditures	FY '17	FY '18	FY '19	FY '20	FY '21	Total
Equip/Vehicles/Furnishings	255,000	335,000	270,000	750,000	75,000	1,685,000
Total	255,000	335,000	270,000	750,000	75,000	1,685,000

Funding Sources	FY '17	FY '18	FY '19	FY '20	FY '21	Total
Wastewater Fund	255,000	335,000	270,000	750,000	75,000	1,685,000
Total	255,000	335,000	270,000	750,000	75,000	1,685,000



of Service Orders: Condition: POOR

Prepared By: Joseph Moss Date: 6/6/2016

Company: CITY OF HAGERSTOWN - WASTE WATE
 Contact: JEFF DECKER
 Address: 1 CLEAN WATER CIRCLE
 City, State, Zip: HAGERSTOWN, MD 21740
 Phone #: 301-739-8577 X 674
 Cell #:
 Fax #:
 Email Address: JDECKER@HAGERSTOWNMMD.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



# Units: 1		CO STARS APPROVED		Prepared by:	DB 4-28-16
		013-114		STOCK	NO
		025-167		FACTORY ORDER	YES
		026-055		LOCATE	NO
		Year: 2016		MSRP	\$

Factory Codes		Standard Features - Description		Price
Body:	F5H	F550 4X4 CHAS/CC		\$45,062.00
Engine:		6.7L V8 DIESEL		
Tranis:		6-SPEED AUTO		
Pep Pack:	660A	PREF EQUIP PKG - XL TRIM - AIR CONDITIONER		
Whlbase:	165"			
Ext. Color		OXFORD WHITE		
Int. Color		STEEL - VINYL 40/20/40		

Additional Factory Options		Price
AM/FM STER/CLK		
225 TRACTION		
4.88 LIMITED SLIP		
PAYLOAD PLUS UPGRADE		
9500# GVWR PKG		
PWR EQUIP GROUP		
TELE TT MIR-PWR		
XTR HEAVY DUTY ALT		
ENG BLOCK HEATER		
SNOW PLOW PKG		
BRAKE CONTROLLER		
HI MNT STOP LAMP		
TRANS PTO PROV		
MANUAL REGEN, REVERSE ALARM		
STAINLESS STEEL STEP BARS		\$495.00
BODY (See Attached)		\$77,151.00

* Delivery Available

*Municipal Registration Plate Processing Available

Total Cost of Vehicle	\$122,708.00
Selling Price of Vehicle	
Total Selling Price per Vehicle	\$122,708.00

Customer Approval

Date:

Dealership Acceptance

Date:



Summit Truck Bodies

990 Vernon Rd, Wathena, KS 66090

David Thornberry
740-516-7371 Mobile
866-513-9539 Fax
dthornberry@summitbodies.com

DATE: MAY 2, 2016
QUOTE VALID FOR 30 DAYS

To McCafferty Ford of Mechanicsburg, Inc
Attn: Al Schock
6320 Carlisle Pike
Mechanicsburg, PA 17050
(717) 816-5161

Again, I want to thank you for the opportunity to serve your needs. Feel free to contact me directly with any questions at 740-516-7371

FITS TRUCK TYPE	SUMMIT	PAYMENT TERMS	STE# VIN
CUSTOMER SUPPLIED 2016 FORD F550 4X4	7 SERIES	TBD	TBD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	<p>Customer supplied 2016 Ford F550 4x4, automatic, 19500 gvw with 7 series Summit 11' service body, Summit 6629LW hydraulic crane with phase 2 controls, Vanair 300h All-In-One Power System, 24" rear tool bumper, hydraulic outrigger and 2 aluminum drawer packs</p> <p>Complete body information listed below Price does not include any applicable taxes When freight is included we will use a drive-away company for delivery</p>	\$77,151.00	\$77,151.00

Please sign below or list PO number (s) to place order for this Equipment
Accepted By: _____ Date _____
Please fax to 866-513-9539 or return by e-mail dthornberry@summitbodies.com

TOTAL PRICE OF UNIT

\$77,151.00

FET

N/A

DELIVERY COST

INCLUDED TO MECHANICSBURG, PA

NON-REFUNDABLE PARTIAL PAYMENT

DOC FEE

TOTAL DUE ON DELIVERY

\$77,151.00



Body Model: 7 Series

Body construction as follows:

- 12 ga galvanealed American Mill Standard body 132" lg.
- 22" deep side packs
- 50" cargo floor
- 50" H compartments on driver side
- 62" H first vertical compartment and the remainder compartments at 50" H on passenger side
- Aluminum 1/8 doors
 - Full length piano style stainless steel hinges and gas-spring door assist
 - Dual exterior protection
 - Drip rail above compartments
 - Brake at top of door to fit under drip rail
 - Dual interior protection:
 - Thicker / robust door seals
 - Manufactured with slant / to drive moisture away
- Six (6) tie-down rings in cargo area
- Lightweight/flush mount body

Driver Side

- D-1 Combined D1 and D2 compartment (58 1/2" wide)
 - Split compartment with rear section to have unistrut and center divider with three (3) adjustable shelves
 - Summit SGA-38W-03-03-01-18D Aluminum drawer package in front section
 - 38" wide X 18" deep
 - 3 - 3" drawers
 - 3 - 5" drawers
 - 1 - 7" drawer
 - One (1) adjustable shelf with dividers
- D-2 One (1) adjustable shelves with dividers
- D-3 Two (2) adjustable shelves with dividers

Passenger Side

- P-1 Front section to be vented and reinforced for torch bottles with uni-strut for bolt on bottle retainer with ratchet strap. Rear section to have unistrut..
 - 50' Manual Rewind Dual Welder Lead Reel
 - 3/8 x 50' Spring Rewind Torch Reel
- P-2 Two (2) adjustable shelves with dividers
- P-3 Summit **SGA-36W-02-01-00-18D Aluminum** drawer package in front section
 - 36" wide X 18" deep
 - 2 - 3" drawers
 - 1 - 5" drawers
- One (1) adjustable shelf w/ dividers
- P-4 Crane pedestal and crane control, body switches, FLR and air reel pay out rear of compartment

Electrical Features:

- Flush mount LED light package
- 12 volt LED strip lights in each compartment with switches in crane pedestal
- Work Lights: **Rectangular LED**
 - Two (2) mounted on light bar facing rear
 - Two (2) rear mounted rear facing work lights
 - Controlled by switch in chassis cab
- Four corner Wig-Wag light system w/ front and rear mounted strobe lights
 - Two rear strobes mounted on back on DS & PS compartment high on rear of body
 - Super 60 LED **600-40077 (x2)**
 - Two front strobe lights mounted in grill.
 - Superior Signals SYLED04-AA **600-40199 (x2)**
 - Front lights to be white light
- Seven way RV style trailer plug
- Crane pendant storage alarm

Additional Features:

- Standard Headache rack
- 24" tool bumper with door each side, divider, with receiver tube
 - Rear step to have built-in grip strut on both sides

- Rear outrigger hydraulic in / out hydraulic up / down
 - Proxy switch
- Two (2) grab handles at rear
- 12" H tailgate, aluminum
- Wilton 1765 vise mounted on passenger side of bumper
- One (1) hose retainer to ship loose
- Channel Nut Kit ship loose
- Include welder blocks in top of DS sidepack
- Bolt- In bulkhead to ship loose
- Ship loose 5lb fire extinguisher
- Ship loose warning triangles

Included Options:

- **Summit model 6629LW telescopic crane (38,000 ft lb)**
 - Lightweight Version
 - Capacity rating: 6,000 lbs @ 5 feet
 - Proportional hydraulic system
 - Planetary winch @ 60' per minute
 - Magnatek Phase 2 Radio system
 - Traveling block and bearing type swivel hook
 - Boom support and hook anchor
 - Remote Engine start / stop connected to switch crane pendant
 - Crane rotate with built in encoder

- **Vanair 300H All-In-One Power System 14.5 Gpm:** **600-70166**
 - Mount on DS Sidepack
 - Mount remote panel in P1 compartment
 - Requires 14' remote panel harness **600-70151**
 - Rotary Screw Air compressor, 40 CFM free air at 100 psig
 - Plumbed to P-4 compartment w/ FLR and ½" x 50' spring rewind hose reel payed out rear of truck.

- 19 gallon ASME under body air storage tank **600-00088**
 - 1. Include ball valve tank drain on air receiver
- Generator, 7,000 continuous watts of pure sine power
 - Remote panel include 120V/240V outlets
- Battery Booster, 300 Amp 12 volt battery charge, 12 volt battery boost, and 24 volt battery boost
 - Ship loose Jumper Cable set
 - 1. Ship loose in compartment
- Welder, 100 % duty cycle high frequency DC/CC Range 30 – 300 amps, DC/CV – Range 15 – 40 volts
 - Electrode Holder Assembly **600-70135**
 - Ground Clamp Assembly **600-70136**
- Low profile front bulkhead and 26 gallon hydraulic reservoir mounted in front cargo area with temperature transducer

Finish and Paint

- Paint Code: Ford YZ White
- Hyprotex:
 - Cargo Area
 - Bumper Work Surface and step
 - Wheel well reinforcement
 - Lower edge of body
 - Top of sidepacks
 - Fronts of sidepacks

Chassis Specifications:

- Truck Make/Model/Drive: Customer supplied 2016 Ford F550 4X4
- VIN: TBD
- Engine: 6.7 Powerstroke
- GVW: 19,500
- WB/CA: 84" CA
- Transmission: 6R140 Torqshift

Pictures of a similar unit.







New S/T/T lights in bumper and headboard



Wig Wag Strobe Light

Summit Warranty

Body Structure 5 year limited
Paint 5 year PPG warranty
Crane Structure 5 year limited
 Crane remote 1 year
ASE Control Panel and Components 1 year
Summit Drawer Pack(s) Limited lifetime
 Hydraulic System 1 year
 Includes PTO, Pump, Hoses, Valves Etc.
 Misc. Parts 12 months
Individual components or options will carry their own manufacturer's warranty
All warranties are subject to terms and conditions
 Please see full warranty disclosures
Summit Warranty Contact Information
 866-985-3100
Parts and Service EXT 7726

NOTE:

IN THE INTEREST OF CONTINUING PRODUCT IMPROVEMENT DIMENSIONS AND EQUIPMENT POSITION SUBJECT TO CHANGE.

Thanks,

David Thornberry
Sales Representative



Summit Truck Bodies
Cell: 740-516-7371
Fax: 866-513-9539
E-Mail: dthornberry@transwest.com
Web: www.summitbodies.com

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

Topic:

Approval of City Funding Support for The Maryland Theatre Expansion: Architect/Design Phase

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

062116_Motion_for_MD_Theatre_Expansion_Architect_Design_Phase.pdf	Motion MD Theatre Design Phase
---	-----------------------------------

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: June 21, 2016

TOPIC: Approval of City Funding Support for The Maryland Theatre
Expansion: Architect/Design Phase

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

MOTION:

I hereby move for the Mayor and Council approval of a maximum of \$500,000 in City funding to support the Maryland Theatre Expansion architect and design phase as requested in the presentation to the Mayor and Council on May 3, 2016. The Maryland Theatre and Washington County have provided an estimated total cost of \$1,000,000 for the design portion of the expansion project. The City's maximum of \$500,000 in funding will match the funding provided by Washington County. The source of the City's funding will be from the approved FY17 Capital Improvement budget in project C0854 Downtown Redevelopment and the funding source will be a future 2017 bond issue.

DATE OF PASSAGE: 6/21/2016
EFFECTIVE DATE: 6/21/2016

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

Topic:

Workers Compensation Self Insurance - Worker's Compensation Insurance, Excess Insurance, and Surety Bond

- Excess Insurance Services for Workers' Compensation – Safety National Casualty Corporation (St. Louis, MO) \$ 164,035.00
- TPA Services for Workers' Compensation – PMA Management Corporation (Blue Bell, PA) \$ 32,040.00
- Approval of Worker's Compensation Security Deposit Bond – Safety National Casualty Corporation (St. Louis, MO) \$ 38,100.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WC_Agenda.pdf

Description

Workers Compensation
Memo and Motion



CITY OF HAGERSTOWN, MARYLAND

Human Resources
301.739.8577, Ext. 108

TO: Valerie Means- City Administrator

FROM: Kevin DeHaven- Safety & Liability Insurance Coord. KBD
Karen Paulson- Director of Human Resources KP

DATE: June 1, 2016

RE: **Fiscal 2017 Workers Compensation Self-Insurance**

The City moved to a self-insured model for our workers' compensation coverage effective July 1, 2015. Funding the program included the procurement of an excess liability policy, a security bond, and a third-party administrator for handling injury claims, legal costs, and associated fees to administer the program.

The Workers' Compensation Commission issued a conditional order granting the City's Privilege to Self-Insurance with a condition of a \$3M security bond. Safety National quoted the FY2017 bond at \$38,100, the same premium as FY2016.

The excess liability policy issued by Safety National is a premium of \$164,035. The policy has a self-insured retention of \$750K, with a maximum occurrence and aggregate of \$1 million. This is the same level of coverage as FY2016.

PMA will serve as the City's third-party administrator (TPA) with an estimated fee of \$32,040.00 based on an aggregate of our past claims history. The budget for the TPA services and fees is \$51,039.00, with a goal of not exceeding the above referenced fee estimate. FY2017 is the second year of a five year contract.

The total funding for the FY2016 self-insured program was \$1,089,125.00. The total projected required funding for the self-insured workers' compensation program for FY2017 is \$1,150,009.00, a 5.59% increase due a reevaluation of current and past reserves on injury claims.

Staff plans to review the status of the workers' compensation self-insured program with Mayor and Council in September. At that point claims made in FY2016 and the subsequent reserves on open claims will be fully matured.

With your approval, we will add the funding for the Fiscal 2017 Workers' Compensation Program's operating budget to the preliminary agenda on June 14, 2016. Formal approval is scheduled for June 21, 2016 during the regular session.

**CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF June 14, 2016**

Do Not Complete This Section:

APPROVED FOR:
CONSENT AGENDA
NEW BUSINESS

X

Originating Department Human Resources

By Kevin DeHaven

Account No. Various accounts in 530501 Object

Account/Project Name WC Claims Admin.

Budget Amount \$ 51,039

Account Balance \$ 32,040

Year 16-17

C.I.P. Control No. _____

Unbudgeted * \$

Source of Funds FY 2017 Budget- General and Enterprise Funds

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>1</u>	<u>Workers' Compensation Self-Insurance TPA services</u>	<u>\$ 32,040</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL VALUE		<u>\$ 32,040</u>

The above costs are for workers' compensation self-insurance third party administrator fees. This is the second year of five-year agreement.

RECOMMENDED VENDOR:
BUSINESS NAME: PMA Management Corporation (PMA)

ADDRESS: 380 Sentry Parkway

CITY, STATE: Blue Bell, PA 19422

OTHER VENDORS:

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

COMMENTS

(1) DEPARTMENT MANAGER:

Recommend Approval, this is the second year of a five year agreement.

Ann Paulson 6/6/16
Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jason T. Miller 6/8/2016
Signature/Date

(3) FINANCE MANAGER:

Recommend approval.

Michelle Hyman 6/7/16
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend approval

Valerie Allen 6/8/16
Signature/Date

**CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF June 14, 2016**

Do Not Complete This Section:

APPROVED FOR:
CONSENT AGENDA
NEW BUSINESS

X

Originating Department Human Resources

By Kevin DeHaven

Account No. Various accounts in 5610 Object

Account/Project Name Excess Insurance

Budget Amount \$ 155,584

Account Balance \$ ~~136,477~~

Year 16-17

C.I.P. Control No. _____

Unbudgeted * \$ 8,451

Source of Funds FY 2017 Budget- General and Enterprise Funds

QUANTITY

DESCRIPTION

VALUE

1

Excess Workers' Compensation Liability Insurance

\$ 164,035

TOTAL VALUE \$ 164,035

The above costs are for workers' compensation excess coverage for all employee WC claims.

RECOMMENDED VENDOR:

BUSINESS NAME: Safety National Casualty Corporation

ADDRESS: 1832 Schuetz Road

CITY, STATE: St. Louis, MO 63146

OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
Midlands Insurance	Oklahoma City, OK 73112	\$ <u>Declined</u>
Midwest Employers Casualty Co.	Chesterfield, MO 63017	\$ <u>Declined</u>
_____	_____	\$ _____
_____	_____	\$ _____

COMMENTS

(1) DEPARTMENT MANAGER:

Recommend Approval - Our broker CBIZ completed the bid for services on the City's behalf. The current carrier was the sole bidder.

Karen Paulson 6/6/16

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jason T. Miller 6/8/2016

Signature/Date

(3) FINANCE MANAGER:

Recommend approval.

Michelle Heppner 6/7/16

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend approval

Valen A. Meier 6/8/16

Signature/Date

**CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF June 14, 2016**

Do Not Complete This Section:

APPROVED FOR:
CONSENT AGENDA
NEW BUSINESS X

Originating Department Human Resources

By Kevin DeHaven

Account No. Various accounts in 5309 Object

Account/Project Name Other Prof. Svs.

Budget Amount \$ 43,433

Account Balance \$ 38,100

Year 16-17

C.I.P. Control No. _____

Unbudgeted * \$

Source of Funds FY 2017 Budget- General and Enterprise Funds

QUANTITY

DESCRIPTION

VALUE

<u>1</u>	<u>Workers' Compensation Security Deposit Bond</u>	\$ <u>38,100</u>
----------	--	------------------

TOTAL VALUE \$ 38,100

The above costs are for self-insurance workers' compensation bond requirement mandated by the WC Commission.

RECOMMENDED VENDOR:

BUSINESS NAME: Safety National Casualty Corporation

ADDRESS: 1832 Schuetz Road

CITY, STATE: St. Louis, MO 63146

OTHER VENDORS:

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

COMMENTS

(1) DEPARTMENT MANAGER:

Recommend Approval. This is a requirement issued by the Workers' Compensation Commission.

Karen Paulson 6/6/14
Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jason L. Miller 6/8/2014
Signature/Date

(3) FINANCE MANAGER:

Recommend approval.

Michelle Hudson 6/7/14
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend approval

Vala A. Men 6/8/14
Signature/Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: **June 21, 2016**

TOPIC: **Workers' Compensation Insurance & Fees for Fiscal 2017**

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

MOTION:

I hereby move for Mayor and Council's approval of the following purchases as required by the Maryland Workers' Compensation Commission to administer the City's Self-Insured Workers' Compensation program. The three purchases include the following:

1. Excess Workers' Compensation Liability Insurance- \$164,035
2. Workers' Compensation Self-Insurance TPA Services- \$32,040
3. Workers' Compensation Continuous Security Bond- \$38,100

DATE OF PASSAGE:
EFFECTIVE DATE:

June 21, 2016
July 1, 2016

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

Topic:

Acceptance of Assistance to Firefighters Grant

Mayor and City Council Action Required:

Grant Acceptance

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_Grant_Acceptance_June_2016.doc

Description

Acceptance of Assistance to
Firefighters Grant

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 21, 2016

TOPIC: Acceptance of Assistance to Firefighters Grant

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

MOTION: I hereby move for Mayor and Council acceptance of the Assistance to Firefighters Grant for the purchase of a fit test machine, 102 face pieces with communication bracket and voice amplifier, and 102 traffic vests by the U.S. Department of Homeland Security. The equipment will increase the safety of our Firefighters. The total Grant awarded is \$75,276.00, the Federal share is \$68,433.00. The City match portion of \$6,843.00 will be funded as a General Fund item.

DATE OF PASSAGE: June 21, 2016
EFFECTIVE DATE:

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

Topic:

Approval of Reimbursement to Washington County for Second half of FY 16 for the Narcotics Task Force - Washington County Treasurer (Hagerstown, MD) \$ 118,866.35

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

NTF_Consent_Agenda.pdf

WASHINGTON_COUNTY_-_NTF.pdf

Motion_-_Approval_for_NTF_Reimbursement.pdf

Description

NTF CONSENT AGENDA

INVOICE - NTF

Motion - NTF
Reimbursement

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

Unbudgeted * \$ _____	Source of Funds _____	CIP - Reimbursed through DAG Funds _____
*(See Department Manager's Comments)		

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
1	NTF reimbursement for 2 nd half of FY 16	\$118,866.35

TOTAL VALUE	<u>\$118,866.35</u>
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ABOVE TO BE USED FOR:

2nd half of FY16 NTF reimbursement to Washington County

RECOMMENDED VENDOR:

BUSINESS NAME: Washington County Treasurer

ADDRESS: 35 W. Washington Street

CITY, STATE: Hagerstown, Maryland 21740

BID/PROPOSAL/QUOTE NO.: _____ **(Circle one)**

OTHER VENDORS:

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

This is the amount due for the 2nd half of FY16 to Washington County for Narcotics Task Force Expenses.


Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date



WASHINGTON COUNTY TREASURER
35 W. WASHINGTON STREET
HAGERSTOWN, MD 21740

INVOICE

Invoice Date	Invoice No.
05/09/2016	51936
Customer Number	
250486	
Invoice Total Due	
\$75,031.46	
Due Date	
06/08/2016	

Amount Remitted

CITY OF HAGERSTOWN
ATTN: ACCOUNTING DEPARTMENT
1 E FRANKLIN STREET
HAGERSTOWN, MD 21740

20160403

0182016400051936300075031468000000000000

Return top portion with your payment.

For billing questions, please call 240-313-2314

Invoice Date: 05/09/2016 Invoice No: 51936 Customer Number: 250486

Description	Quantity	UOM	Unit Amt.	Amount Due
QRTLY EXPENSES - NTF	1.00	EACH	\$75,031.46	\$75,031.46
INVOICE FOR EXPENDITURES AND FRINGE BENEFITS, QTR ENDING DECEMBER 31, 2015 FOR THE NARCOTICS TASK FORCE PER CITY/COUNTY DATED OCTOBER 7, 1986				
Please put Invoice Number on your check. Make Checks Payable to: Washington County Treasurer			Invoice Total:	\$75,031.46

Payments not received by the due date will be considered delinquent.
Unpaid charges are subject to late fee of 1.5% per month.



ORIGINAL
COPY

Narcotics Task Force
Quarterly Expenditures
January 2016 - March 2016

Salaries		Total Budget Expense	County	City
January - March 2016	500000 Total	109,142.11	54,571.06	54,571.05
TOTAL SALARIES		109,142.11	54,571.06	54,571.05

Materials & Supplies

Dues & Subscriptions	505050	-165.84	-82.92	-82.92
Office Supplies	505140	3,565.39	1,782.70	1,782.70
Other - Miscellaneous	505150	39.59	19.80	19.80
Personal Mileage	505160	42.32	21.16	21.16
Postage	505170	0.00	0.00	0.00
Travel Expenses	505230	1,449.99	725.00	725.00
Landfill Fees	515220	67.72	33.86	33.86
Legal Services	515260	0.00	0.00	0.00
Maintenance Contract Services	515270	600.00	300.00	300.00
Meal Allowance	520030	0.00	0.00	0.00
Seminars/Conventions	520040	0.00	0.00	0.00
Tuition Assistance	520050	0.00	0.00	0.00
Supplies/Material - Operating	525000	0.00	0.00	0.00
Janitorial Services	525020	0.00	0.00	0.00
Medical Supplies	525030	157.95	78.98	78.98
Small Tools & Equipment	525040	0.00	0.00	0.00
Equipment Maintenance	526040	1,475.73	737.87	737.87
Auto Gasoline	527060	5,478.95	2,739.48	2,739.48
Auto Repair Parts	527090	5,461.19	2,730.60	2,730.60
Copy Machine Rentals	535010	1,156.36	578.18	578.18
Equipment Rental	535020	482.71	241.36	241.36
Wireless Communication	540010	778.94	389.47	389.47
Telephone Expenses	540020	4,438.31	2,219.16	2,219.16
Utilities	545000	0.00	0.00	0.00
Summons	580040	0.00	0.00	0.00
Legal Transcripts	580050	20.00	10.00	10.00
Batteries - Body Wire	582020	0.00	0.00	0.00
Canine - Public Safety	582030	0.00	0.00	0.00
Crime Prevention	582040	7,500.00	3,750.00	3,750.00
Evidence Package Supplies	582050	0.00	0.00	0.00
Photographic/fingerprint	582080	0.00	0.00	0.00
Special Response Team	582120	8,371.50	4,185.75	4,185.75
TOTAL MATERIAL & SUPPLIES		40,920.81	20,460.41	20,460.41

TOTAL SALARIES & MATERIAL/SUPPLIES		150,062.92	75,031.47	75,031.46
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	January	February	March	TOTALS
500000	34,028.19	22,685.46	22,685.46	79,399.11
500100	2,556.20	1,704.11	1,704.11	5,964.42
500120	4,112.61	2,741.74	2,741.74	9,596.09
500125	218.58	145.72	145.72	510.02
500130	5,784.78	3,856.52	3,856.52	13,497.82
500140	74.85	49.90	49.90	174.65
	46,775.21	31,183.45	31,183.45	109,142.11

109,142.11 total to split with City

Materials/Supplies

505050	0.00	-165.84	0.00	-165.84
505140	1,922.50	1,011.70	631.19	3,565.39
505150	0.00	39.59	0.00	39.59
505160	27.20	0.00	15.12	42.32
505170	0.00	0.00	0.00	0.00
505230	542.40	324.90	582.69	1,449.99
515220	67.72	0.00	0.00	67.72
515260	0.00	0.00	0.00	0.00
515270	600.00	0.00	0.00	600.00
520030	0.00	0.00	0.00	0.00
520040	0.00	0.00	0.00	0.00
520050	0.00	0.00	0.00	0.00
525000	0.00	0.00	0.00	0.00
525020	0.00	0.00	0.00	0.00
525030	0.00	149.47	8.48	157.95
525040	0.00	0.00	0.00	0.00
526040	1,255.26	-994.74	1,215.21	1,475.73
527060	1,939.47	1,844.03	1,695.45	5,478.95
527090	3,029.28	1,149.70	1,282.21	5,461.19
535010	527.87	212.39	416.10	1,156.36
535020	0.00	482.71	0.00	482.71
540010	85.98	493.98	198.98	778.94
540020	1,512.71	1,345.39	1,580.21	4,438.31
545000	0.00	0.00	0.00	0.00
580040	0.00	0.00	0.00	0.00
580050	0.00	0.00	20.00	20.00
582020	0.00	0.00	0.00	0.00
582030	0.00	0.00	0.00	0.00
582040	0.00	0.00	7,500.00	7,500.00
582050	0.00	0.00	0.00	0.00
582080	0.00	0.00	0.00	0.00
582120	2,741.46	2,700.00	2,930.04	8,371.50
TOTALS	14,251.85	8,593.28	18,075.68	40,920.81
				150,062.92

Narcotics Task Force
 Dept Number: 11330
 Manager: Price, Mark
 As of: January 31, 2016

Account Description	Account Number	Current Month Expenditures	Encumbered	Year To Date Expended	Total Encumbered & Expended	Adjusted Budget	Remaining Budget Balance	Percentage of Budget Expended
Wages - Full Time	500000	34,028.19	0.00	181,483.68	181,483.68	294,910.00	113,426.32	61.54%
Other Wages	500040	0.00	0.00	28.13	28.13	0.00	(28.13)	N/A
FICA - Employer	500100	2,556.20	0.00	13,635.16	13,635.16	22,560.00	8,924.84	60.44%
Health Insurance	500120	4,112.61	0.00	21,933.92	21,933.92	35,660.00	13,726.08	61.51%
Other Insurance	500125	218.58	0.00	1,165.76	1,165.76	1,900.00	734.24	61.36%
Pension	500130	5,784.78	0.00	30,852.16	30,852.16	50,140.00	19,287.84	61.53%
Workers Compensation	500140	74.85	0.00	399.27	399.27	650.00	250.73	61.43%
TOTAL WAGES AND BENEFITS:		46,775.21	0.00	249,498.08	249,498.08	405,820.00	156,321.92	61.48%
Dues & Subscriptions	505050	0.00	0.00	651.59	651.59	600.00	(51.59)	108.60%
Office Supplies	505140	1,922.50	423.35	5,105.90	5,529.25	6,000.00	894.10	85.10%
Other - Miscellaneous	505150	0.00	0.00	17.62	17.62	250.00	232.38	7.05%
Personal Mileage	505160	27.20	0.00	107.72	107.72	200.00	92.28	53.86%
Postage	505170	0.00	0.00	0.00	0.00	100.00	100.00	0.00%
Travel Expenses	505230	542.40	0.00	2,426.26	2,426.26	3,500.00	1,073.74	69.32%
Software	515180	0.00	0.00	650.00	650.00	0.00	(650.00)	N/A
Laboratory Services	515210	0.00	0.00	24,581.49	24,581.49	101,870.00	77,288.51	24.13%
Landfill Fees	515220	67.72	0.00	250.48	250.48	0.00	(250.48)	N/A
Maintenance Contract Services	515270	600.00	0.00	600.00	600.00	1,000.00	400.00	60.00%
Seminars/Conventions	520040	0.00	0.00	0.00	0.00	500.00	500.00	0.00%
Medical Supplies	525030	0.00	0.00	0.00	0.00	200.00	200.00	0.00%
Equipment Maintenance	526040	1,255.26	0.00	1,255.26	1,255.26	700.00	(555.26)	179.32%
Auto Gasoline	527060	1,939.47	0.00	13,799.89	13,799.89	44,690.00	30,890.11	30.88%
Auto Repair Parts	527090	3,029.28	0.00	6,337.73	6,337.73	11,000.00	4,662.27	57.62%
Rentals	535000	0.00	0.00	56.00	56.00	500.00	444.00	11.20%
Copy Machine Rental	535010	527.87	1,262.59	1,918.92	3,181.51	3,500.00	1,581.08	54.83%
Equipment Rental	535020	0.00	0.00	0.00	0.00	100.00	100.00	0.00%
Wireless Communication	540010	85.98	0.00	558.12	558.12	3,100.00	2,541.88	18.00%
Telephone Expenses	540020	1,512.71	0.00	8,826.40	8,826.40	15,700.00	6,873.60	56.22%
Summons	580040	0.00	0.00	0.00	0.00	50.00	50.00	0.00%
Legal Transcripts	580050	0.00	0.00	429.00	429.00	100.00	(329.00)	429.00%
Batteries - Body Wire	582020	0.00	0.00	0.00	0.00	2,500.00	2,500.00	0.00%
Canine - Public Safety	582030	0.00	0.00	179.34	179.34	900.00	720.66	19.93%
Crime Prevention	582040	0.00	0.00	20,000.00	20,000.00	35,000.00	15,000.00	57.14%

Account Description	Account Number	Current Month Expenditures	Total				Adjusted Budget	Remaining Budget Balance	Percentage of Budget Expended
			Encumbered	Year To Date Expended	Encumbered & Expended				
Evidence Package Supplies	582050	0.00	0.00	1,482.49	1,482.49	2,650.00	1,167.51	55.94%	
Special Response Team	582120	2,741.46	2,208.75	14,977.74	17,186.49	20,000.00	5,022.26	74.89%	
TOTAL OPERATING EXPENSES:									
		14,251.85	3,894.69	104,211.95	108,106.64	254,710.00	150,498.05	40.91%	
Controllable Assets	599999	0.00	0.00	20,219.22	20,219.22	20,150.00	(69.22)	100.34%	
Vehicles	600300	0.00	25,993.00	0.00	25,993.00	0.00	0.00	N/A	
TOTAL CAPITAL OUTLAY:									
		0.00	25,993.00	20,219.22	46,212.22	20,150.00	(69.22)	100.34%	
TOTAL		61,027.06	29,887.69	373,929.25	403,816.94	680,680.00	306,750.75	54.93%	

Report Run Date: 03/29/16 2:45 PM

Narcotics Task Force

11330

2016-01-31

Price,Mark

3/29/16 2:45 PM

Narcotics Task Force
Dept Number: 11330
Manager: Price, Mark
As of: February 29, 2016

Account Description	Account Number	Current Month Expenditures	Encumbered	Year To Date Expended	Total Encumbered & Expended	Adjusted Budget	Remaining Budget Balance	Percentage of Budget Expended
Wages - Full Time	500000	22,685.46	0.00	204,169.14	204,169.14	294,910.00	90,740.86	69.23%
Other Wages	500040	0.00	0.00	28.13	28.13	0.00	(28.13)	N/A
FICA - Employer	500100	1,704.11	0.00	15,339.27	15,339.27	22,560.00	7,220.73	67.99%
Health Insurance	500120	2,741.74	0.00	24,675.66	24,675.66	35,660.00	10,984.34	69.20%
Other Insurance	500125	145.72	0.00	1,311.48	1,311.48	1,900.00	588.52	69.03%
Pension	500130	3,856.52	0.00	34,708.68	34,708.68	50,140.00	15,431.32	69.22%
Workers Compensation	500140	49.90	0.00	449.17	449.17	650.00	200.83	69.10%
TOTAL WAGES AND BENEFITS:		31,183.45	0.00	280,681.53	280,681.53	405,820.00	125,138.47	69.16%
Dues & Subscriptions	505050	(165.84)	0.00	485.75	485.75	600.00	114.25	80.96%
Office Supplies	505140	1,011.70	495.70	6,117.60	6,613.30	6,000.00	(117.60)	101.96%
Other - Miscellaneous	505150	39.59	0.00	57.21	57.21	250.00	192.79	22.88%
Personal Mileage	505160	0.00	0.00	107.72	107.72	200.00	92.28	53.86%
Postage	505170	0.00	0.00	0.00	0.00	100.00	100.00	0.00%
Travel Expenses	505230	324.90	0.00	2,751.16	2,751.16	3,500.00	748.84	78.60%
Software	515180	0.00	0.00	650.00	650.00	0.00	(650.00)	N/A
Laboratory Services	515210	0.00	0.00	24,581.49	24,581.49	101,870.00	77,288.51	24.13%
Landfill Fees	515220	0.00	0.00	250.48	250.48	0.00	(250.48)	N/A
Maintenance Contract Services	515270	0.00	0.00	600.00	600.00	1,000.00	400.00	60.00%
Seminars/Conventions	520040	0.00	0.00	0.00	0.00	500.00	500.00	0.00%
Medical Supplies	525030	149.47	0.00	149.47	149.47	200.00	50.53	74.74%
Equipment Maintenance	526040	(994.74)	0.00	260.52	260.52	700.00	439.48	37.22%
Auto Gasoline	527060	1,844.03	0.00	15,643.92	15,643.92	44,690.00	29,046.08	35.01%
Auto Repair Parts	527090	1,149.70	0.00	7,487.43	7,487.43	11,000.00	3,512.57	68.07%
Rentals	535000	0.00	0.00	56.00	56.00	500.00	444.00	11.20%
Copy Machine Rental	535010	212.39	1,005.08	2,131.31	3,136.39	3,500.00	1,368.69	60.89%
Equipment Rental	535020	482.71	0.00	482.71	482.71	100.00	(382.71)	482.71%
Wireless Communication	540010	493.98	0.00	1,052.10	1,052.10	3,100.00	2,047.90	33.94%
Telephone Expenses	540020	1,345.39	2,759.09	10,171.79	12,930.88	15,700.00	5,528.21	64.79%
Summons	580040	0.00	0.00	0.00	0.00	50.00	50.00	0.00%
Legal Transcripts	580050	0.00	0.00	429.00	429.00	100.00	(329.00)	429.00%
Batteries - Body Wire	582020	0.00	0.00	0.00	0.00	2,500.00	2,500.00	0.00%
Canine - Public Safety	582030	0.00	0.00	179.34	179.34	900.00	720.66	19.93%
Crime Prevention	582040	0.00	0.00	20,000.00	20,000.00	35,000.00	15,000.00	57.14%

Account Description	Account Number	Current Month Expenditures	Encumbered	Year To Date Expended	Total Encumbered & Expended	Adjusted Budget	Remaining Budget Balance	Percentage of Budget Expended
Evidence Package Supplies	582050	0.00	0.00	1,482.49	1,482.49	2,650.00	1,167.51	55.94%
Special Response Team	582120	2,700.00	0.00	17,677.74	17,677.74	20,000.00	2,322.26	88.39%
TOTAL OPERATING EXPENSES:		8,593.28	4,259.87	112,805.23	117,065.10	254,710.00	141,904.77	44.29%
Controllable Assets	599999	0.00	0.00	20,219.22	20,219.22	20,150.00	(69.22)	100.34%
Vehicles	600300	0.00	25,993.00	0.00	25,993.00	0.00	0.00	N/A
TOTAL CAPITAL OUTLAY:		0.00	25,993.00	20,219.22	46,212.22	20,150.00	(69.22)	100.34%
TOTAL		39,776.73	30,252.87	413,705.98	443,958.85	680,680.00	266,974.02	60.78%

Report Run Date: 04/27/16 11:58 AM

Narcotics Task Force

11330

2016-02-29

Price, Mark

4/27/16 11:58 AM

Narcotics Task Force
Dept Number: 11330
Manager: Price, Mark
As of: March 31, 2016

Account Description	Account Number	Current Month Expenditures	Encumbered	Year To Date Expended	Total Encumbered & Expended	Adjusted Budget	Remaining Budget Balance	Percentage of Budget Expended
Wages - Full Time	500000	22,685.46	0.00	226,854.60	226,854.60	294,910.00	68,055.40	76.92%
Other Wages	500040	0.00	0.00	28.13	28.13	0.00	(28.13)	N/A
FICA - Employer	500100	1,704.11	0.00	17,043.38	17,043.38	22,560.00	5,516.62	75.55%
Health Insurance	500120	2,741.74	0.00	27,417.40	27,417.40	35,660.00	8,242.60	76.89%
Other Insurance	500125	145.72	0.00	1,457.20	1,457.20	1,900.00	442.80	76.69%
Pension	500130	3,856.52	0.00	38,565.20	38,565.20	50,140.00	11,574.80	76.92%
Workers Compensation	500140	49.90	0.00	499.07	499.07	650.00	150.93	76.78%
TOTAL WAGES AND BENEFITS:		31,183.45	0.00	311,864.98	311,864.98	405,820.00	93,955.02	76.85%
Dues & Subscriptions	505050	0.00	0.00	485.75	485.75	600.00	114.25	80.96%
Office Supplies	505140	631.19	495.70	6,748.79	7,244.49	6,000.00	(748.79)	112.48%
Other - Miscellaneous	505150	0.00	0.00	57.21	57.21	250.00	192.79	22.88%
Personal Mileage	505160	15.12	0.00	122.84	122.84	200.00	77.16	61.42%
Postage	505170	0.00	0.00	0.00	0.00	100.00	100.00	0.00%
Travel Expenses	505230	582.69	0.00	3,333.85	3,333.85	3,500.00	166.15	95.25%
Software	515180	0.00	0.00	650.00	650.00	0.00	(650.00)	N/A
Laboratory Services	515210	24,638.10	0.00	49,219.59	49,219.59	101,870.00	52,650.41	48.32%
Landfill Fees	515220	0.00	0.00	250.48	250.48	0.00	(250.48)	N/A
Maintenance Contract Services	515270	0.00	0.00	600.00	600.00	1,000.00	400.00	60.00%
Seminars/Conventions	520040	0.00	0.00	0.00	0.00	500.00	500.00	0.00%
Medical Supplies	525030	8.48	0.00	157.95	157.95	200.00	42.05	78.98%
Equipment Maintenance	526040	1,215.21	0.00	1,475.73	1,475.73	700.00	(775.73)	210.82%
Auto Gasoline	527060	1,695.45	0.00	17,339.37	17,339.37	44,690.00	27,350.63	38.80%
Auto Repair Parts	527090	1,282.21	0.00	8,769.64	8,769.64	11,000.00	2,230.36	79.72%
Rentals	535000	0.00	0.00	56.00	56.00	500.00	444.00	11.20%
Copy Machine Rental	535010	416.10	1,005.08	2,547.41	3,552.49	3,500.00	952.59	72.78%
Equipment Rental	535020	0.00	0.00	482.71	482.71	100.00	(382.71)	482.71%
Wireless Communication	540010	198.98	0.00	1,251.08	1,251.08	3,100.00	1,848.92	40.36%
Telephone Expenses	540020	1,580.21	2,759.09	11,752.00	14,511.09	15,700.00	3,948.00	74.85%
Summons	580040	0.00	0.00	0.00	0.00	50.00	50.00	0.00%
Legal Transcripts	580050	20.00	0.00	449.00	449.00	100.00	(349.00)	449.00%
Batteries - Body Wire	582020	0.00	0.00	0.00	0.00	2,500.00	2,500.00	0.00%
Canine - Public Safety	582030	0.00	0.00	179.34	179.34	900.00	720.66	19.93%
Crime Prevention	582040	7,500.00	0.00	27,500.00	27,500.00	35,000.00	7,500.00	78.57%

Account Description	Account Number	Current Month Expenditures	Encumbered	Year To Date Expended	Total Encumbered & Expended	Adjusted Budget	Remaining Budget Balance	Percentage of Budget Expended
Evidence Package Supplies	582050	0.00	0.00	1,482.49	1,482.49	2,650.00	1,167.51	55.94%
Special Response Team	582120	2,930.04	0.00	20,607.78	20,607.78	20,000.00	(607.78)	103.04%
TOTAL OPERATING EXPENSES:		42,713.78	4,259.87	155,519.01	159,778.88	254,710.00	99,190.99	61.06%
Controllable Assets	599999	0.00	0.00	20,219.22	20,219.22	20,150.00	(69.22)	100.34%
Vehicles	600300	0.00	25,993.00	0.00	25,993.00	0.00	0.00	N/A
TOTAL CAPITAL OUTLAY:		0.00	25,993.00	20,219.22	46,212.22	20,150.00	(69.22)	100.34%
TOTAL		73,897.23	30,252.87	487,603.21	517,856.08	680,680.00	193,076.79	71.63%

Report Run Date: 04/27/16 11:33 AM

Narcotics Task Force

11330

2016-03-31

Price, Mark

4/27/16 11:33 AM

Pay Period End	ID	Name	Acct	Fund	Dept ID	Project	Amount
3/25/2016 007171		Worden, John A.	500100	10	11330		100.03
3/25/2016 007171		Worden, John A.	500100	10	11330		23.39
			500100 Total				1704.11
3/11/2016 007274		Camuti, Elizabeth A.	500120	10	11330		110.81
3/11/2016 007274		Camuti, Elizabeth A.	500120	10	11330		406.29
3/11/2016 007274		Camuti, Elizabeth A.	500120	10	11330		1.35
3/11/2016 007274		Camuti, Elizabeth A.	500120	10	11330		4.96
3/11/2016 006437		Hansen, Michele F	500120	10	11330		119.33
3/11/2016 006437		Hansen, Michele F	500120	10	11330		437.54
3/11/2016 006437		Hansen, Michele F	500120	10	11330		1.46
3/11/2016 006437		Hansen, Michele F	500120	10	11330		5.33
3/11/2016 005832		Weller, Tonya L	500120	10	11330		60.09
3/11/2016 005832		Weller, Tonya L	500120	10	11330		220.31
3/11/2016 005832		Weller, Tonya L	500120	10	11330		0.73
3/11/2016 005832		Weller, Tonya L	500120	10	11330		2.67
3/25/2016 007274		Camuti, Elizabeth A.	500120	10	11330		517.10
3/25/2016 007274		Camuti, Elizabeth A.	500120	10	11330		6.31
3/25/2016 006437		Hansen, Michele F	500120	10	11330		556.87
3/25/2016 006437		Hansen, Michele F	500120	10	11330		6.79
3/25/2016 005832		Weller, Tonya L	500120	10	11330		280.40
3/25/2016 005832		Weller, Tonya L	500120	10	11330		3.40
			500120 Total				2741.74
3/11/2016 007274		Camuti, Elizabeth A.	500125	10	11330		1.84
3/11/2016 007274		Camuti, Elizabeth A.	500125	10	11330		6.74
3/11/2016 007274		Camuti, Elizabeth A.	500125	10	11330		0.24
3/11/2016 007274		Camuti, Elizabeth A.	500125	10	11330		0.87
3/11/2016 007274		Camuti, Elizabeth A.	500125	10	11330		0.02
3/11/2016 007274		Camuti, Elizabeth A.	500125	10	11330		0.08
3/11/2016 007274		Camuti, Elizabeth A.	500125	10	11330		1.08
3/11/2016 006437		Hansen, Michele F	500125	10	11330		3.97
3/11/2016 006437		Hansen, Michele F	500125	10	11330		2.14
3/11/2016 006437		Hansen, Michele F	500125	10	11330		7.83
3/11/2016 006437		Hansen, Michele F	500125	10	11330		0.24
3/11/2016 006437		Hansen, Michele F	500125	10	11330		0.87
3/11/2016 006437		Hansen, Michele F	500125	10	11330		0.04
3/11/2016 006437		Hansen, Michele F	500125	10	11330		0.16
3/11/2016 006437		Hansen, Michele F	500125	10	11330		1.25
3/11/2016 006437		Hansen, Michele F	500125	10	11330		4.59
3/11/2016 005441		Russ, Peggy	500125	10	11330		1.19

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 21, 2016

TOPIC: Approval to reimburse the Washington County Narcotics Task Force for the 2nd half of FY16.

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

MOTION: I hereby move for Mayor and Council approval to reimburse the Washington County Narcotics Task Force a total of \$118,866.35 for the 2nd half of FY16. This is paid for out of HPD's operating budget.

DATE OF PASSAGE: 06/21/16

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

Topic:

Approval of Body Worn Camera Project - Five Year Contract - TASER (Scottsdale, AZ)
\$ 116,834.06

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

TASER_-_BODY_CAMERAS.pdf
BODY_CAMERAS_-_CONSENT_AGENDA.pdf
Motion_-_Purchase_of_Sixty_Body_Cameras.pdf

Description

BODY CAMERAS QUOTE
CONSENT AGENDA
Motion - Body Cameras

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (888) 847-8039

Edward Plummer
(301) 790-3700
eplummer@hagerstownpd.org



Quotation

Quote: Q-71267-2

Date: 5/31/2016 9:37 AM

Quote Expiration: 6/30/2016

Contract Start Date*: 8/16/2016

Contract Term: 5 years

AX Account Number:

110659

Bill To:

Hagerstown Police Dept. - MD
50 N. BURHANS BLVD.
Hagerstown, MD 21740
US

Ship To:

Edward Plummer
Hagerstown Police Dept. - MD
50 N. BURHANS BLVD.
Hagerstown, MD 21740
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kyle Dayson		kdayson@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Group1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
60	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 23,940.00	USD 5,985.00	USD 17,955.00
60	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 14,950.00	USD 0.00	USD 14,950.00
60	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 10,800.00	USD 0.00	USD 10,800.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
2	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	85146	AXON 1-DAY SERVICE	USD 2,000.00	USD 2,000.00	USD 0.00	USD 2,000.00
10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 350.00	USD 0.00	USD 350.00
Group1 Total Before Discounts:						USD 57,476.00
Group1 Discount:						USD 5,985.00
Group1 Net Amount Due:						USD 51,491.00

Group2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
60	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 10,800.00	USD 0.00	USD 10,800.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
Group2 Total Before Discounts:						USD 16,236.00
Group2 Net Amount Due:						USD 16,236.00

Group3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
60	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 10,800.00	USD 0.00	USD 10,800.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
Group3 Total Before Discounts:						USD 16,236.00
Group3 Net Amount Due:						USD 16,236.00

Group4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
60	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 10,800.00	USD 0.00	USD 10,800.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
Group4 Total Before Discounts:						USD 16,236.00
Group4 Net Amount Due:						USD 16,236.00

Group5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
60	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 10,800.00	USD 0.00	USD 10,800.00
600	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
Group5 Total Before Discounts:						USD 16,236.00
Group5 Net Amount Due:						USD 16,236.00

Subtotal	USD 116,435.00
Estimated Shipping & Handling Cost	USD 399.06
Grand Total	USD 116,834.06

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our license features on the Professional tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-71267-2

Please sign and email to Kyle Dayson at kdayson@taser.com or fax to (888) 847-8039

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2013 TASER International, Inc. All rights reserved.

**CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF _____**

Do Not Complete This Section:

APPROVED FOR: _____

CONSENT AGENDA _____

NEW BUSINESS _____

Originating Department Police By Chief Victor V. Brito

Account No. 0110401 5832 Account/Project Name Body Worn Cameras

Budget Amount \$ 116,834.06 Account Balance _____ Year 2017 / 2018 C.I.P. Control No. _____

Unbudgeted * \$ _____ Source of Funds General Fund

*(See Department Manager's Comments)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>60</u>	<u>Body Cameras (includes chargers, storage, licenses, docking stations)</u>	<u>\$ 51,491.00</u>
<u>1</u>	<u>Maintenance and Storage (follow on fiscal years) \$16,236 x 4)</u>	<u>\$ 64,944.00</u>
<u>1</u>	<u>Shipping and Handling</u>	<u>\$ 399.06</u>

TOTAL VALUE \$ 116,834.06

ABOVE TO BE USED FOR:

Police Patrol Use. This is a continuation of the body camera pilot project continuing as a 5 year project to equip 60 officers.

RECOMMENDED VENDOR:

BUSINESS NAME: TASER

ADDRESS: 17800 N. 85th Street

CITY, STATE: Scottsdale, Arizona 85255-9603

BID/PROPOSAL/QUOTE NO.: Q-71267-2 (Circle one)

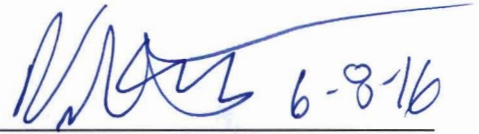
OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
<u>Sole Source</u>	_____	<u>\$ _____</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS

(1) DEPARTMENT MANAGER:

These cameras will work with existing cameras and tasers that are currently used by HPD.

A handwritten signature in blue ink, followed by the date "6-8-16".

Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 21, 2016

TOPIC: Acceptance of Purchase of (60) Body Cameras

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

MOTION: I hereby move for Mayor and Council approval of the purchase of (60) body cameras. This is a multi-year contract agreement with the purchase of the cameras, including chargers, storage, licenses, docking stations, and shipping, for a total of \$51,491, and being purchased in FY 17. The licensing fees of \$16,236 will be ongoing for FY18 through FY21. The total contract amount for these cameras is \$116,834.06.

DATE OF PASSAGE: 06/21/16

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

Topic:

Approval of Purchase - Four Police Cruisers - Keystone Ford (Chambersburg, PA) \$ 156,802.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

KEYSTONE_FORD_-_VEHICLES.pdf

POLICE_VEHICLES_-_CONSENT_AGENDA.pdf

Approval_of_Purchase_of_Four_Ford_Police_Vehicles.pdf

Description

POLICE INTERCEPTORS
QUOTE

CONSENT AGENDA

Motion - Four Police
Cruisers



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

21740-4696

Non-Emergency 301-790-3700
Emergency 301-739-6000
Fax 301-733-5513

FY2017 Vehicle Purchase CIP Account #4510000 5842 CO129

2017 Utility Police Interceptor AWD Marked Unit	2 Units @ \$39,127 each	\$78,254
2017 Utility Police Interceptor Awd Unmarked Unit	1 Unit @ \$38,310 each	\$38,310
2016 F150 XL Special Operation Vehicle	1 Unit @ \$40,238 each	\$40,238

Total purchase price of above vehicles: \$ 156,802

Above vehicle to replace four vehicles that will be decommissioned from existing fleet.



A Nationally Accredited Law Enforcement Agency

COMMENTS

(1) DEPARTMENT MANAGER:

These (4) vehicles will replace (4) vehicles that are being decommissioned from the existing fleet.



Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: June 21, 2016

TOPIC: Approval of Purchase of (4) Ford Police Vehicles

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

MOTION: I hereby move for Mayor and Council approval of the purchase of (3) 2017 Ford Interceptors and (1) 2016 150 XL Special Operation Vehicle for HPD use. These vehicles will be purchased from Keystone Ford in Chambersburg, Pennsylvania for a total of \$156,802.

Funding will be from HPD's vehicle CIP account.

DATE OF PASSAGE: 06/21/2016

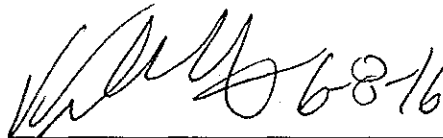
Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA _____
NEW BUSINESS

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

These (4) vehicles will replace (4) vehicles that are being decommissioned from the existing fleet.



Signature/Date

(2) PURCHASING AGENT:

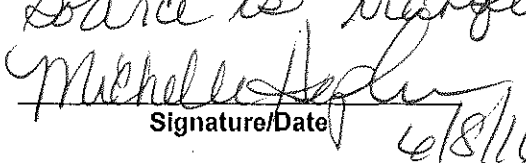
Recommend Approval.



Signature/Date

(3) FINANCE MANAGER:

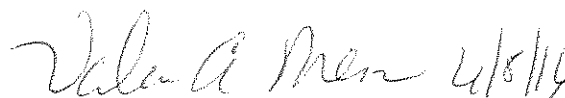
Recommend approval. Adequate funding was included in the FY17 approved budget for this purchase. The funding source is transfers from the general fund.



Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend approval



Signature/Date

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

Topic:

Award of Contract for Hamilton Run Stream Relocation and Watershed Action Plan - Frederick, Seibert & Associates (Hagerstown, MD)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Award_of_Contract_-_Hamilton_Run_stream_relocation_and_Watershed_Action_Plan.pdf

Memo - Award of Contract for Hamilton Run Stream Relocation and Watershed Action Plan

Motion_-_Approval_of_Contract_for_Hamilton_Run_Action_Plan.pdf

Motion - Hamilton Run Stream Relocation



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

June 10, 2016

TO: Valerie Means, City Administrator
FROM: Jim Bender, Assistant City Engineer JIM
RE: Award of Contract
Hamilton Run stream relocation and Watershed Action Plan

1. **Background:**

In April 2016, Staff notified the Council that the City had been awarded a grant from the Chesapeake Bay Trust (CBT) and the Maryland Department of the Environment (MDE) to accomplish two tasks: (1) develop a Watershed Action Plan for Hamilton Run, and use it to identify and prioritize stream restoration projects for future grant funding applications, and (2) develop design plans to restore and relocate a portion of Hamilton Run at the Greens at Hamilton Run golf course. The amount of the grant award was \$90,000, with the City pledging an additional \$15,000 in matching funds from CIP 637 – Storm Water Management Implementation (a total of \$105,000 for the project). Under direction from the Council, Staff then prepared a Request for Proposal to solicit qualified consultants to complete these two tasks. The purpose of this memo is to present Staff's review of the submitted proposals, and to recommend the award of the design contract.

2. **Mayor and Council Action Requested:**

Review the attached information, and determine whether or not to award a design contract to Frederick, Seibert & Associates. If the Council agrees, staff will present the request for approval at the Regular Session meeting on June 21st. Staff will be present at the work session to discuss.

3. **Discussion:**

The City received proposals from six (6) consulting firms:

- Frederick, Seibert & Associates, Hagerstown, MD
- Canaan Valley Institute, Davis, WV
- Barton & Loguidice, Middletown, PA
- Johnson, Mirmiran & Thompson, Sparks, MD
- Tri-County Engineering, LLC, Hunker, PA
- Brudis & Associates, Columbia, MD

The proposals were evaluated and scored using the following criteria: Design Team qualifications and experience (40%), Consultant's Work Plan (25%), Consultant's Work Schedule (25%), and completeness of the proposal (10%). The consultants were instructed to develop proposals that made full use of (but did not exceed) the available \$105,000 budget.

Parks and Recreation Division

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

Engineering Division

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

All of the consultants that submitted proposals appeared to be qualified to perform the work tasks, and they all have experience with the design of stream restoration projects and the assessment of watersheds. The key factors in Staff's scoring and recommendation included the consultant's proposed allocation of time and resources to the two work tasks, their understanding of the project, and their familiarity with Maryland's review and permitting process for this type of project. While each proposal had its strengths, Staff felt that Frederick, Siebert & Associates' proposal offered the best balance of resource allocation to the two main work tasks, and demonstrated experience with the completion of similar projects in Washington County.

Upon award of the contract, the consultant will immediately begin work on the project. Due to deadlines imposed by the funding agencies, all work must be completed by May 2017. Upon direction from Council, Staff will then solicit grant funding to aid in the implementation of the project at the golf course, and will use the Watershed Action Plan as the basis for grant applications for stream restoration projects throughout the watershed.

cc: Rodney Tissue
Michelle Hepburn

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: June 21, 2016

TOPIC: Approval of a Contract: Hamilton Run Action Plan

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

MOTION: I hereby move for the approval of a contract with Frederick, Seibert & Associates, Inc. in the amount of \$105,000 for the design of a stream relocation project and the development of an Action Plan for Hamilton Run. Funding for the project is \$90,000 in grant funds from the Maryland Department of the Environment and \$15,000 in prior bond proceeds.

DATE OF PASSAGE: 6/21/2016

Attachment: Purchase Form

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of _____**

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

Originating Department: Parks & Engineering By: Rodney Tissue, City Engineer
Account Number: 45-C0637 Account / Project Name: SWM Implementation
Budget Amount: 105,000 Account Balance: _____ Year: 17 CIP Control No. 637
Unbudgeted \$: ----- Source of Funds: \$90,000 Grant (MDE/CBT), \$15,000 Prior Bond Proceed

Quantity	Description	Value
1	Hamilton Run Stream Relocation and Watershed Action Plan -- Consultant services	105,000

TOTAL VALUE OF PROJECT: 105,000

ABOVE TO BE USED FOR:

Hire a consultant to (1) prepare design plans and permit applications to relocate a portion of Hamilton Run at the Greens at Hamilton Run golf course to decrease the frequency of flooding and reduce maintenance costs for the course, and (2) analyze the Hamilton Run watershed to identify and prioritize locations for stream restoration projects; this will put the City in a more favorable position to secure grant funding for implementation of these projects. Proposals were evaluated based upon consultant experience with similar projects, the proposed work plan, and the work schedule.

Recommended Vendor:

Business Name: Frederick, Seibert & Associates
Address: 128 S. Potomac Street
City, State: Hagerstown, MD 21740
Bid/Proposal/Quote No.: RFP-16-SR-09

OTHER VENDORS:		
Firm	City/State	Total Amount
Canaan Valley Institute	Davis, WV	Vendors were instructed
Barton & Loguidice	Middletown, PA	to base their proposals and
Johnson, Mirmiran & Thompson	Sparks, MD	work plans on a not-to-exceed
Tri-County Engineering, LLC	Hunker, PA	\$105,000 budget
Brudis & Associates	Columbia, MD	

(1) Department Manager

Recommend award of this contract to Frederick, Seibert & Associates (FSA) in a not to exceed amount of \$105,000. FSA's proposal was deemed to be the most responsive to the City's Request for Proposal, had the most complete work plan and work schedule, and made the best use of the available funds.

FSE 6/10/16

Signature / Date

(2) Purchasing Agent:

Recommend Approval

Jason F. Miller
6/10/2016

Signature / Date

(3) Finance Manager:

Recommend approval.

Michelle H. R...
6/10/16

Signature / Date

(4) City Administrator's Recommendation:

Recommend approval

V. A. Meyer
6/13/16

Signature / Date