

**101st Regular Session
Mayor and City Council
September 27, 2016
Agenda**

7:00 PM - September 27, 2016 - REGULAR SESSION -*Council Chamber*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Lewis C. Metzner

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

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, October 4, 2016 - Work Session at 4:00 p.m.
2. Tuesday, October 11, 2016 - Work Session at 4:00 p.m.
3. Tuesday, October 18, 2016 - Work Session at 4:00 p.m.
4. Tuesday, October 25, 2016 - Regular Session at 7:00 p.m.

V. APPOINTMENTS

A. Board of Traffic and Parking

Frank Linn, Term to Expire October 1, 2020

B. Bicycle Advisory Committee

Jamie Boward, Term to Expire June 1, 2018

Daniel Grooms, Term to Expire June 1, 2018

John Munns, Term to Expire June 1, 2018

VI. GUESTS

Proclamation: 100th Anniversary of Aviation

VII. CITIZEN COMMENTS

VIII. PUBLIC HEARINGS

Rezoning for Burhans Village, LLC

IX. CITY ADMINISTRATOR'S COMMENTS

X. MAYOR AND COUNCIL COMMENTS

XI. MINUTES

(August 2, 2016, August 16, 2016, August 23, 2016, and August 30, 2016)

XII. CONSENT

A. Community and Economic Development

1. Approval of Street Closure: Engine 1 200th Anniversary Parade – October 9th, 2016
2. Approval of Barbara Ingram School for the Arts Lamp Post Holiday Decoration Project
3. Approval of Special Event User Agreement - The Life Center International - October 1, 2016

A. Public Works

1. Traffic Control Equipment - Econolite (Glen Bernie, MD) \$19,120.00

B. Utilities

1. Wastewater: Manhole Conversion Risers and Lids - East Jordan Iron Works (Finksburg, MD)

XIII. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Quit Claim for Alley 1-006 Adjacent 400 Key Circle

XIV. NEW BUSINESS

- A. Introduction of an Ordinance: Land Management Code Amendments
- B. Introduction of an Ordinance: Amendments to Vacant Structures Codes
- C. Approval of a Resolution: Memorandum of Understanding Regarding the Saylor House, 368 Dynasty Drive in Kiwanis Park
- D. Approval of a Resolution: Designating DoNut Alley as One-Way Southbound
- E. Approval of License Agreement: Country Club Road Right-of-Way for Driveway
- F. Approval of a Memorandum of Understanding: Second Amendment to MOU for School Resource Officers
- G. Approval of Bulk Road Salt Contract: Global Ventures of N. A., LLC (Durham, NC) \$60.00/ton - Budget Estimate \$123,000.00
- H. Approval of a Contract to Replace the Roofs at the Public Works Operations Center and the Elizabeth Hager Center - USA Construction Services, Inc. (Beltsville, MD) \$153,000.00
- I. Approval of Narcotics Task Force Reimbursement for 4th Quarter of FY16 - \$37,637.44
- J. Approval of Narcotics Task Force Reimbursement for FY17 - \$303,489.00

XV. ADJOURN

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

Topic:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Councilmember Lewis C. Metzner

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Rules of Procedure - *Adopted September 24, 2013*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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Discussion:

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Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

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Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Bicycle Advisory Committee

Jamie Boward, Term to Expire June 1, 2018

Daniel Grooms, Term to Expire June 1, 2018

John Munns, Term to Expire June 1, 2018

Mayor and City Council Action Required:

Discussion:

Financial Impact:

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Motion:

Action Dates:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proclamation: 100th Anniversary of Aviation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

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Motion:

Action Dates:

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

Topic:

Rezoning for Burhans Village, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

(August 2, 2016, August 16, 2016, August 23, 2016, and August 30, 2016)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Minutes.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: September 27, 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 August 2, 2016, August 16, 2016, August 23, 2016, and August 30, 2016.

DATE OF PASSAGE: September 27, 2016

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

Topic:

Approval of Street Closure: Engine 1 200th Anniversary Parade – October 9th, 2016

Mayor and City Council Action Required:

Discussion:

At the September 20, 2016 Mayor and City Council meeting, staff seek approval of one additional street closure 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 is an additional event that was not previously approved.

200th Anniversary Parade for First Hagerstown Hose Company

October 9, 2016

1:00 p.m. to 3:00 p.m.

Parade route would follow that of the Alsatia Mummers Parade and begun at the intersection of Oak Hill and Potomac Street with the exception that all vehicles/groups would turn right on Baltimore Street to end at the parking lot for the county building.

Event Organizer: First Hagerstown Hose Company

In October 2014, city staff was approached by the First Hagerstown Hose Company to hold a parade on October 3, 2015 in celebration of the company's 200th anniversary. The request for this event was presented to the Mayor and Council in December 2014 and was subsequently approved. Due to unexpected weather conditions in 2015 this parade was unable to take place. In July 2016, city staff was once again approached by the First Hagerstown Hose Company to hold the 200th anniversary parade on October 9, 2016.

City staff has already met with event organizers for a logistics meeting and have determined that the only portion of the parade route that will require a complete street closure is the first block of South Potomac Street. This location will be used as a judging location for the parade. All other portions of the parade route will operate under a rolling closure procedure with assistance from the Hagerstown Police Department.

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.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Street_Closure_First_Hose_092716.pdf
 Motion_-_Consent_Agenda.pdf

Description

Street Closure First Hose
 200th Anniv Parade
 Motion



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator *LM*

DATE: September 15, 2016

SUBJECT: Street Closure Request: 200th Anniversary Parade for First Hagerstown Hose Company – October 9th, 2016

At the September 20, 2016 Mayor and City Council meeting, staff seek approval of one additional street closure in 2016.

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Attachments: Letter dated October 17, 2014
Memo dated December 4, 2014

c:

Jill Frick, Director of Community and Economic Development
Warren Royce, First Hagerstown Hose Company



First Hagerstown Hose Company

*33 South Potomac Street
Hagerstown, MD 21740
(301) 733-3339*

October 17, 2014

Good Morning,

The Anniversary Committee of the First Hagerstown Hose Company have finalized our plans for our 200th Anniversary Parade. We would like to ask permission to hold the parade on October 3, 2015 at 1:00 PM kicking off Fire Prevention Week. We would also like to hold our Muster (fireman's games) at the "Great Hagerstown Fairgrounds" around 3:00 PM the same afternoon. The parade would start at the point where Potomac Avenue and Oak Hill Avenue meet and proceed down Potomac Street and end at E. Antietam St., using our firehouse as a judges stand for the event.

We humbly ask for your approval and support in making our celebration an event for all to remember. We have tried to look at every detail, dot every I and cross every T to make this happen. Our major concern would be blocking of traffic for the event. We plan on meeting with our Auxiliary Police and asking for assistance of the Washington County Fire Police volunteers to assist with traffic so this event could be made possible.

Please, if you have any questions, comments or concerns, feel free to contact me, Captain Warren Royce at 301-733-3339, 301-800-5843 or by email at wroyce@engienone.org.

Thank you for your time and consideration!

Yours in Service,

Warren E. Royce Jr.
Captain
First Hagerstown Hose Co.
Hagerstown Fire Department



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

Business & Community Relations Division

Karen M. Giffin ~ Community Affairs Manager

301.766.4188

December 4, 2014

TO: Bruce Zimmerman, City Administrator
FROM: Karen Giffin, Community Affairs Manager
RE: 200th Anniversary Parade First Hagerstown Hose Company - 2015

First Hagerstown Hose Company would like to do a parade on October 3, 2015 at 1 p.m. for their 200th Anniversary. They have made this request in writing on the attached letter.

If approval of the parade is given by the Mayor and City Council, City Staff will work with members of different departments to ensure the safety of the participants and attendees of the parade.

We will request the First Hagerstown Hose Company to have a certificate of insurance and name the City of Hagerstown as an added insured and to notify all businesses along the route before the event.

Please note First Hagerstown Hose Company is working with Parks and Recreation Staff on other fireman's games at Fairgrounds Park that same afternoon.

Staff looks forward to discussing this great anniversary event, and Capt. Warren E. Royce Jr. will be attending the Mayor and Council meeting.

★ ★ ★ ★

Attachment

cc: John Lestitian, Director of Community and Economic Development
Doug DeHaven, Fire Marshall
Eric Deike, Public Works
Chief Mark Holtzman, Police
Jim Bender, Assistant City Engineer

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: September 27, 2016

TOPIC: Consent Agenda

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

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

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

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



CITY OF HAGERSTOWN, MARYLAND

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CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Lauren Metz, Community Events Coordinator
DATE: September 8, 2016
SUBJECT: User Agreement for The Life Center International "Community Day" Event

Background:

In August 2016, city staff was approached by The Life Center International to help support the church's Community Day event scheduled to take place on Saturday, October 1st, 2016. This group requested permission to utilize the parking lot located at 40 West Church Street for their event. This parking lot is currently leased to the Department of Social Services during the week for staff parking and is used as overflow parking for the City Farmers Market on Saturdays.

Mayor and Council Action Requested:

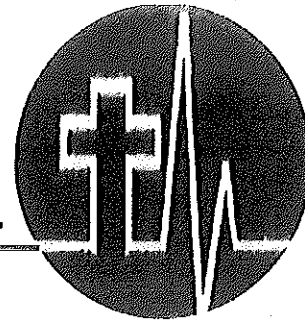
The Council is asked to review the attached user agreement that will need to be executed between the City and The Life Center International if the Council decides to allow the group to hold their event at this location. If the Council is in favor of allowing The Life Center International usage of the requested parking lot the attached user agreement will be added to the September 27th Regular Session agenda for formal approval.

Staff will be present along with representatives from The Life Center International to discuss this request with the Mayor and City Council.

Attachments: Letter dated July 28, 2016
User Agreement

c: Jill Frick, Director of Community and Economic Development
Pastor Barry Henson, The Life Center International
Mark Boyer, City Attorney

The Life Center International



"Transforming lives through faith, fundamentals, and fellowship!"

July 28, 2016

Elder Barry J. Henson • Pastor/Founder

City of Hagerstown
Attn: Gaela Shoop
Hagerstown, MD 21740

To Whom It May Concern:

We IMPACT the outreach ministry of The Life Center International, are partnering with Washington & Frederick County Dept. of Health and several outreach organizations in an effort to provide outreach services to support the Hagerstown and Washington County communities. We would like to host a Community Day "Church Without Walls" on Saturday, Sept 10, 2016 from 11:00 am to 4:00 pm. This great event will be held in the parking lot at 40 W Church St Hagerstown, MD 21740 between Jonathan and Potomac Streets across from the Farmers Market.

We are asking the City of Hagerstown if we can be granted permission utilize the parking lot on Saturday, September 10, 2016 from 9 am to 5 pm. By doing so, we will be able to offer free food to the community along with the outreach services. We will be offering HIV/AIDS testing, blood pressure screening, clothing giveaways, face painting, arts & crafts, basketball, moon bounce, tournament, games & a free concert and other great outreach efforts to the local community. We believe events like these will give hope to men, women and children in their time of need.

Please feel free to contact our Pastor Barry Henson 240-997-5985 cell or 240-280-0885 church bhenson@thelifecenterinternational.org e-mail for further questions. Thank you for helping and your assistance in this time of need. We look forward to hearing from you soon.

Sincerely,

Judy Gonzalez

Judy Gonzalez
Administrator
The Life Center International



CONTACT INFORMATION:

P.O. Box 763 • Hagerstown, MD 21741

(240) 280-0885

info@thelifecenterinternational.org

www.thelifecenterinternational.org

www.facebook.com/thelifecenterinternational.org

**LIFE CENTER INTERNATIONAL
SPECIAL EVENT USER AGREEMENT**

The City of Hagerstown, Maryland, a Maryland municipal corporation, referred to in this agreement as "City", and Pastor Barry J. Henson d/b/a The Life Center International, referred to in this agreement as "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. **Description of Premises.** City agrees to allow User *exclusive use* of a portion of the City Parking Lot located at 40 W. Church Street, the extent of which is more particularly shown on Exhibit A (the "Premises").
2. **Term of Agreement.** The term of this agreement shall be for eight (8) hours on Saturday, October 1, 2016 from 9:00 a.m. to 5:00 p.m., inclusive.
3. **Rent.** User shall pay to City a rental amount of \$0.00, in advance of the event date in immediately available funds.
4. **Use of Premises.** User agrees that the sole use of the Premises will be to provide community outreach services in connection with an outreach ministry event known as *Community Day - "Church Without Walls"*.
5. **Maintenance of Premises/Available Facilities.**
 - A. **GROUNDS.** User shall maintain the Premises to City standards during and upon the conclusion of the event, including sweeping and cleanup of trash. Failure to clean up trash shall result in the City making necessary clean up and charging User for trash removal.
 - B. **RESTROOMS.** No restrooms facilities will be available at the Premises. User shall be responsible for supplying appropriate portable restroom facilities.
 - C. **PREMISES.** User shall be responsible for any damage done by the User or its vendors, participants, or patrons to Premises which exceeds normal wear and tear. User shall leave the Premises in the same condition as prior to the event, and effectuate an necessary repairs needed at User's sole expense. Failure to repair the premises shall result in City making repairs and charging User for costs of same.
6. **Cancellation.** User may cancel said event as a result of inclement weather. If said event is cancelled by either party as a result of weather conditions, all rent paid by User to City shall be refunded. The parties shall make good faith efforts to coordinate any postponement of said event.
7. **Hold Harmless.** User will indemnify and hold the City harmless from all loss, liability, costs, or damages that may occur or be claimed with respect to any person or property, as a result of the User's use or maintenance of the Premises, related vendor activities, including any act or omission by the User, its agents, servants, volunteers, participants,

customers, invitees, vendors or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost or damages occurring to the Premises as a result of User's use or maintenance thereof.

8. Insurance.

A. **GENERAL LIABILITY.** User shall maintain a policy of general liability insurance in the minimum amount of \$1,000,000 covering liability arising directly or indirectly from the User's use and maintenance of the Premises. Said insurance shall include coverage of all food and other vendors, and a \$1,000,000.00 product liability endorsement or rider for each vendor. User shall provide to the City a certificate of insurance for the coverage in the amount specified above with the City listed as an additional named insured.

9. Damage to Personal Property. User is responsible for all personal property of User, vendors and participants used, kept, or placed on the property in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

10. Public Requirements. User shall comply with all laws, codes, ordinances, park rules and regulations, (a copy of which are attached hereto as Exhibit B), permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and shall hold the City harmless from expense or damages resulting from failure to do so. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances, including the City Noise Ordinance, nor from any other requirements of law due to title being in the name of the City. Specifically, User shall be solely responsible for compliance with all licensing and other legal requirements in connection with this event.

11. Assignment or Sublease. User may not assign this agreement or sublease the Premises.

12. City Assistance. Nothing in this Agreement shall prohibit the User from requesting the City provide additional services or support nor prohibit the City from providing additional services or support at the sole discretion of the City.

13. Notices. Any notice sent to the parties shall be to the following addresses:

City: City of Hagerstown
ATTN: Lauren Metz
1 E. Franklin Street
Hagerstown, MD 21740

User: Barry J. Henson
69 Fisher Lane
Martinsburg, WV 25404

The parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

(Date)

WITNESS

USER
Barry J. Henson

(Date)



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Lauren Metz, Community Events Coordinator
DATE: September 15, 2016
SUBJECT: BIFSA Lamp Post Holiday Decoration Project

Background:

Beginning with the 2011 holiday season, the Barbara Ingram School for the Arts (BIFSA) has requested a partnership with the City of Hagerstown to decorate lamp posts in the City Center area for the holiday season. The Foundation once again is seeking to continue this partnership for a sixth year. Each lamp post is available to sponsors for a donation of \$100-\$400 and city staff will decorate the various lamp posts with greens, lights, and a personalized banner for each sponsor. In previous years the City was provided \$1000 from the Foundation for needed supplies and labor, however, this year the Foundation is only offering \$500.

Mayor and Council Action Requested:

The Council is asked to review the attached request letter and determine if staff should move forward with this holiday partnership with the BIFSA Foundation.

Attachments: Letter dated August 24, 2016

c: Jill Frick, Director of Community and Economic Development
Mimi Dickinson, Executive Director of the BIFSA Foundation



TO: Ms. Frye

FROM: Mimi Dickinson – Executive Director

DATE: August 24, 2016

RE: OFFICIAL REQUEST FOR APPROVAL
STREET LAMP HOLIDAY PROJECT

For the sixth year, the Barbara Ingram School for the Arts Foundation would like to partner with the City in the decorating of the lamp post for the holiday season. The Barbara Ingram School for the Arts Foundation benefits from this project by selling a \$100 - \$400 sponsorship for designated city lamp post. The lamp post would be decorated by the city with greens, lights and a personalized banner from the sponsor, which will be provided by the Foundation. This project will increase foot traffic in the Downtown area.

The Foundation would give \$500 back to the city from this project for labor. Both the City and the Foundation benefit from this Street Lamp project. Thank you in advance for your support and consideration.

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 09/27/16**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 4524000-5594 Account / Project Name: Signal Controller Upgrades
Budget Amount: \$20,000 Account Balance: \$20,000 Year: 16/17 CIP Control No. C0433
Unbudgeted \$: _____ Source of Funds: Transfers to CIP – General Fund + CIP Fund Balance

Quantity	Description	Value
1	Various Econolite model equipment for intersection traffic control by camera (Includes enclosure assembly w/ power adapter, Terra Access panel (TAP), Terra interface panel (TIP), 15 pin serial cable male connectors, 4 each Encore Cameras, mounting brackets, lock connectors, TIP to TAP cable, misc)	\$19,120.00

TOTAL VALUE OF PROJECT: \$19,120.00

ABOVE TO BE USED FOR:

To improve traffic flow and provide a better means of managing traffic at the intersection of
Maryland Ave. and Wilson Blvd.

Recommended Vendor:

Business Name: Econolite
Address: 810 Cromwell Park Drive, Suite L
City, State: Glen Burnie, MD 21061 (410)768-4601; www.econolite.com
Bid/Proposal/Quote No.: 7613B dated August 18, 2016

OTHER VENDORS:

Firm	City/State	Total Amount
none		

(1) Department Manager: This is a sole source purchase. The city utilizes Econolite products for the traffic signal components. Other camera traffic control devices within the city are also manufactured by Econolite to work within the Econolite cabinet boxes and work seamlessly with the other Econolite signal equipment.

EB Dal 9/13/16

Signature / Date

(2) Purchasing Agent:

Recommend approval. Michelle Hefner 9/14/16

Signature / Date

(3) Finance Manager:

Recommend approval. This project was included in the FY17 approved budget. Michelle Hefner 9/14/16

Signature / Date

(4) City Administrator's Recommendation:

Approval

Valerie G. Mason 9/15/16

Signature / Date

Approval For:	
Consent Agenda:	X
New Business:	

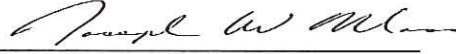
Source Of Funds: Wastewater Funds

Sole source purchase utilized for standardized material.

Comments

Department Manager (required on all unbudgeted items):

The purchase of 50 manhole lids and risers to be used to raise manhole elevations throughout the collection system. Sole source purchase utilized for standardized material.



Signature

September 6, 2016

Date

Finance Department:

Recommend approval.



Signature

9/14/16

Date

Finance Manager:

Recommend approval.



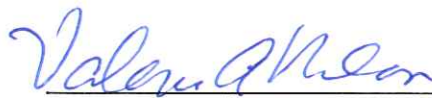
Signature

9/14/16

Date

City Administrator's Recommendation:

Approval



Signature

9/15/16

Date



Quotation

ejco.com
800 626 4653

Account Name City of Hagerstown
Ship to 1 CLEAN WATER CIRCLE, HAGERSTOWN, MD, US, 21740
Bill to 1 East Franklin Street, Hagerstown, MD, US, 21740
Full Name Dave Scriver
Business Phone 301-790-3200
Email dscriver@hagerstownmd.org
Business Fax 301-733-2873
Close Date 11/4/2015

Quote Number 00098744
Quote Name 3" - 1-1/2 Lid Conversion Riser
Created Date 6/8/2016
Expiration Date 11/4/2016
Prepared by Mark Baum
Email mark.baum@ejco.com
Phone 443-324-4744
Fax 231-536-4625

Quantity	Product	Description	Notes	Sales Price (USD)	Total Price (USD)
50	M5240015154C	1120H Solid Round Steel Special 1-1/2" Adjusting Conversion Riser 24" X 3" Cover to 24" x 1-1/2", No Top Band , Painted Black	FITS EJ 1120 COVER	193.52	9676.00
50	00112068	1120A Solid Cover Sanitary Sewer, Black Asphaltic Coated	FITS CONVERSION RISER	129.18	6459.00
15	00112068	1120A SS CV	EXTRA COVERS	129.18	1937.70

Subtotal 18072.70 USD
Grand Total 18072.70 USD

Notes and Comments RISERS EST DEL 2-3 WEEKS ARO
COVERS 3-4 WEEKS ARO

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

Topic:

Approval of Barbara Ingram School for the Arts Lamp Post Holiday Decoration Project

Mayor and City Council Action Required:

The Council is asked to review the attached request letter and determine if staff should move forward with this holiday partnership with the BIFSA Foundation.

Discussion:

Beginning with the 2011 holiday season, the Barbara Ingram School for the Arts (BIFSA) has requested a partnership with the City of Hagerstown to decorate lamp posts in the City Center area for the holiday season. The Foundation once again is seeking to continue this partnership for a sixth year. Each lamp post is available to sponsors for a donation of \$100-\$400 and city staff will decorate the various lamp posts with greens, lights, and a personalized banner for each sponsor. In previous years the City was provided \$1000 from the Foundation for needed supplies and labor, however, this year the Foundation is only offering \$500.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

BISFA_Holiday_Lamp_Post_2016.pdf

Description

BISFA Holiday Lamp Post
Project



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Lauren Metz, Community Events Coordinator *LM*
DATE: September 15, 2016
SUBJECT: BIFSA Lamp Post Holiday Decoration Project

Background:

Beginning with the 2011 holiday season, the Barbara Ingram School for the Arts (BIFSA) has requested a partnership with the City of Hagerstown to decorate lamp posts in the City Center area for the holiday season. The Foundation once again is seeking to continue this partnership for a sixth year. Each lamp post is available to sponsors for a donation of \$100-\$400 and city staff will decorate the various lamp posts with greens, lights, and a personalized banner for each sponsor. In previous years the City was provided \$1000 from the Foundation for needed supplies and labor, however, this year the Foundation is only offering \$500.

Mayor and Council Action Requested:

The Council is asked to review the attached request letter and determine if staff should move forward with this holiday partnership with the BIFSA Foundation.

Attachments: Letter dated August 24, 2016

c: Jill Frick, Director of Community and Economic Development
Mimi Dickinson, Executive Director of the BIFSA Foundation



TO: Ms. Frye

FROM: Mimi Dickinson – Executive Director

DATE: August 24, 2016

RE: OFFICIAL REQUEST FOR APPROVAL
STREET LAMP HOLIDAY PROJECT

For the sixth year, the Barbara Ingram School for the Arts Foundation would like to partner with the City in the decorating of the lamp post for the holiday season. The Barbara Ingram School for the Arts Foundation benefits from this project by selling a \$100 -\$400 sponsorship for designated city lamp post. The lamp post would be decorated by the city with greens, lights and a personalized banner from the sponsor, which will be provided by the Foundation. This project will increase foot traffic in the Downtown area.

The Foundation would give \$500 back to the city from this project for labor. Both the City and the Foundation benefit from this Street Lamp project. Thank you in advance for your support and consideration.

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

Topic:

Approval of Special Event User Agreement - The Life Center International - October 1, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Traffic Control Equipment - Econolite (Glen Bernie, MD) \$19,120.00

Mayor and City Council Action Required:

Approval of purchase of material from Econolite

Discussion:

Purchase of various Econolite model equipment for intersection traffic control by camera(Includes enclosure assembly w/ power adapter, Terra Access panel (TAP), Terra interface panel (TIP), 15 pin serial cable male connectors, 4 each Encore Cameras, mounting brackets, lock connectors, TIP to TAP cable, misc)

Items will be used to improve traffic flow and provide a better means of managing traffic at the intersection of Maryland Ave. and Wilson Blvd.

This is a sole source purchase. The city utilizes Econolite products for the traffic signal components. Other camera traffic control devices within the city are also manufactured by Econolite to work within the Econolite cabinet boxes and work seamlessly with the other Econolite signal equipment.

Financial Impact:

Total cost \$19,120 from the General Fund

Recommendation:

Approval of purchase from Econolite as a sole source provider

Motion:

NA

Action Dates:

NA

ATTACHMENTS:

File Name

Camera_Traffic_Control_Devices_for_Maryland_and_Wilson.pdf

Description

Traffic Equipment Consent
Agenda

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 09/27/16**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 4524000-5594 Account / Project Name: Signal Controller Upgrades
Budget Amount: \$20,000 Account Balance: \$20,000 Year: 16/17 CIP Control No. C0433
Unbudgeted \$: _____ Source of Funds: Transfers to CIP – General Fund + CIP Fund Balance

Quantity	Description	Value
1	Various Econolite model equipment for intersection traffic control by camera	\$19,120.00
	(Includes enclosure assembly w/ power adapter, Terra Access panel (TAP),	
	Terra interface panel (TIP), 15 pin serial cable male connectors, 4 each	
	Encore Cameras, mounting brackets, lock connectors, TIP to TAP cable, misc)	

TOTAL VALUE OF PROJECT: \$19,120.00

ABOVE TO BE USED FOR:

To improve traffic flow and provide a better means of managing traffic at the intersection of
Maryland Ave. and Wilson Blvd.

Recommended Vendor:

Business Name: Econolite
Address: 810 Cromwell Park Drive, Suite L
City, State: Glen Burnie, MD 21061 (410)768-4601; www.econolite.com
Bid/Proposal/Quote No.: 7613B dated August 18, 2016

OTHER VENDORS:		
Firm	City/State	Total Amount
none		

(1) Department Manager: This is a sole source purchase. The city utilizes Econolite products for the traffic signal components. Other camera traffic control devices within the city are also manufactured by Econolite to work within the Econolite cabinet boxes and work seamlessly with the other Econolite signal equipment.

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:

Wastewater: Manhole Conversion Risers and Lids - East Jordan Iron Works (Finksburg, MD)

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Replacement MH Lids and Risers Purchase in the amount of \$18072.70.

Discussion:

The purchase of 50 manhole lids and risers to be used to raise manhole elevations throughout the collection system. Sole source purchase utilized for standardized material.

Financial Impact:

Acct. # 5485001-5881-C0267 is currently funded at \$36,000.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 092716

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent__Replacement_MH_Lids_and_Risers_092716.xls

Wastewater
Division
Consent
Replacement
MH Lids and
Risers
Purchase
Wastewater
Division EJIW
Manhole Lids
and Risers
092716

Wastewater_Division_EJIW_Manhole_Lids_and_Risers_092716.pdf

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

Quantity	Description	Value
See Attached	Manhole conversion risers and lids	\$
	TOTAL	

The purchase of 50 manhole lids and risers to be used to raise manhole elevations throughout the collection system. Sole source purchase utilized for material.

Other Vendors: Sole Source

Sole source purchase utilized for standardized material.

Comments

Department Manager (required on all unbudgeted items):

The purchase of 50 manhole lids and risers to be used to raise manhole elevations throughout the collection system. Sole source purchase utilized for standardized



Signature

September 6,

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]



Quotation

ejco.com

800 626 4653

Account Name City of Hagerstown
 Ship to 1 CLEAN WATER CIRCLE, HAGERSTOWN, MD, US, 21740
 Bill to 1 East Franklin Street, Hagerstown, MD, US, 21740
 Full Name Dave Scriver
 Business Phone 301-790-3200
 Email dscriver@hagerstownmd.org
 Business Fax 301-733-2873
 Close Date 11/4/2015

Quote Number 00098744
 Quote Name 3" - 1-1/2 Lid Conversion Riser
 Created Date 6/8/2016
 Expiration Date 11/4/2016
 Prepared by Mark Baum
 Email mark.baum@ejco.com
 Phone 443-324-4744
 Fax 231-536-4625

Quantity	Product N°	Line Item Description	Notes	Sales Price (USD)	Total Price (USD)
50	M5240015154C	1120H Solid Round Steel Special 1-1/2" Adjusting Conversion Riser 24" X 3" Cover to 24" x 1-1/2", No Top Band , Painted Black	FITS EJ 1120 COVER	193.52	9676.00
50	00112068	1120A Solid Cover Sanitary Sewer, Black Asphaltic Coated	FITS CONVERSION RISER	129.18	6459.00
15	00112068	1120A SS CV	EXTRA COVERS	129.18	1937.70

Subtotal 18072.70 USD
 Grand Total 18072.70 USD

Notes and Comments RISERS EST DEL 2-3 WEEKS ARO
 COVERS 3-4 WEEKS ARO

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

Topic:

Approval of an Ordinance: Quit Claim for Alley 1-006 Adjacent 400 Key Circle

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Introduction of an Ordinance: Land Management Code Amendments

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Introduction of an Ordinance: Amendments to Vacant Structures Codes

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: Memorandum of Understanding Regarding the Saylor House, 368 Dynasty Drive in Kiwanis Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Map_-_Kiwanis_Park.pdf

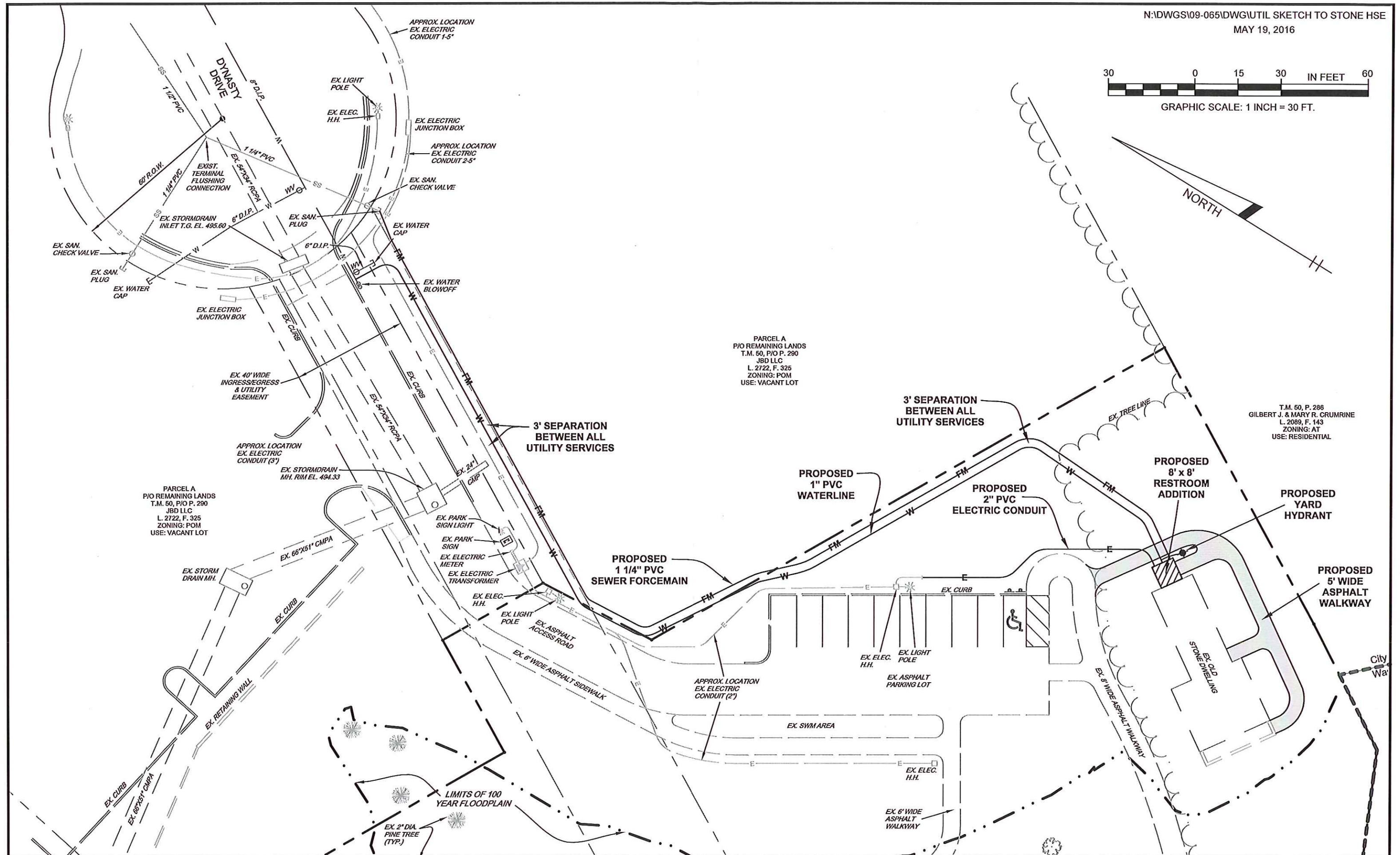
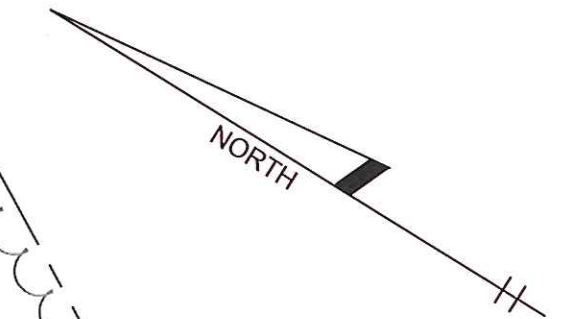
Kiwanis_Park_-_

_MOU_Regarding_the_Saylor_House_368_Dynsaty_Drive.pdf

Description

Kiwanis Park Map

MOU Regarding the Saylor House - Kiwanis Park





CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

September 20, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: Kiwanis Park: MOU Regarding the Saylor House, 368 Dynasty Drive

1. Background

In May, the Mayor and Council approved a Memorandum of Understanding (MOU) regarding the Saylor House (stone house) in Kiwanis Park. This MOU was with the Washington County Historical Society (WCHS) and the Antietam-Conococheague Watershed Alliance (ACWA). The WCHS has informed us that ACWA has now elected to not take on this project and the MOU needs to be modified accordingly.

2. Mayor & Council Action Requested

Re-approve the Memorandum of Understanding

3. MOU Highlights:

We have highlighted the changes in the attached documents, but the most important changes in the *revised* MOU include the following:

- For now, the WCHS will be the sole party to the agreement. They would like the ability to continue to seek out other partners (environmental, ecological, and recreational) and the MOU reflects that;
- Updated timeline;
- The *DRAFT* lease (which will be approved by City Council once the building is renovated) is now up to 30 years at the request of the WCHS.

Staff and WCHS members will be present at the work session to answer any questions.

Attachments: Revised MOU
Draft Lease Agreement

c: Mark Haddock
WCHT

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HAGERSTOWN
AND
THE WASHINGTON COUNTY HISTORICAL TRUST AND
~~ANTHETAM CONOCOCHEAGUE WATERSHED ALLIANCE~~

Date: _____

This Memorandum of Understanding ("MOU") by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and **The Washington County Historical Trust**, a Maryland not-for-profit organization which seeks to raise awareness and preservation of historical resources in Washington County, Maryland (hereinafter referred to as "User"), defines the terms and conditions under which the parties shall agree for the purpose of the use and restoration of the old stone dwelling located on property owned by the City, known as the *Saylor House*.

RECITALS

WHEREAS, the City owns property at the end of Dynasty Drive, known as Kiwanis Park; and

WHEREAS, there is an old stone dwelling located on the grounds of Kiwanis Park known as the *Saylor House*; and

WHEREAS, the parties recognize the historical value of the Saylor House, and share a mutual desire to see the house preserved, restored, and utilized as a meeting place for various educational and historical programs; and

WHEREAS the parties agree that the primary goal of this MOU is to achieve completion of restoration of the Saylor House which will enable User to apply for a use and occupancy permit; and

WHEREAS the parties agree to cooperate and use reasonable good faith efforts to successfully complete restoration of the Saylor House; and

WHEREAS, in consideration for User undertaking completion of work necessary to 1) bring the building into compliance with current applicable building codes and 2) enable the issuance of a use and occupancy permit, the City intends to enter into a lease with User, with the City in the position of landlord, and User as the tenant, substantially in a form as is attached hereto as Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

1. **Incorporation of Recitals.** The Recitals above are hereby incorporated into this MOU as substantive provisions.

2. **Description of Premises.** City agrees to allow User *exclusive use* of the old stone dwelling located on the grounds of Kiwanis Park known as the *Saylor House* and as more particularly shown in Exhibit B, referred to in this MOU as "Premises" for the sole purpose of restoration and renovation of the Premises.

Exclusive Use means that User is the sole user of the Premises as set forth herein. City shall not authorize others to use the Premises without User's written consent. User may bring in 3rd parties to collaborate with User, subject to approval from the City and proof of insurance.

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3. **Terms of MOU.** The term of this MOU shall be eighteen (18) months commencing from the date first written above.

4. **Timeline.** The parties agree that the timeline below represents a general outline of the necessary steps in anticipated chronological order and anticipated timing:

a. ~~Fall May/June~~ 2016:

- a.i. Enter into a Memorandum of Understanding
- b.ii. ~~June/July 2016:~~ Initial clean-up, assessment, and planning
- c.iii. ~~Summer 2016:~~ Obtain architectural and structural drawings

b. ~~WinterSeptember/October~~ 2017:

- i. Obtain plan approval and permits from the City
- d.ii. Extend utilities to the Premises

c. ~~Fall 2016: First stage of construction~~ Spring 2017: First stage of construction

e. ~~Fall~~

i. Extend utilities to the Premises

- ii.i. Begin work on structure and roof
- iii.ii. Begin restroom construction

f.d. ~~Summer~~ Spring 2017: Second stage of construction.

- i. Complete structural work
- ii. Install HVAC/electrical

e. ~~FallSpring/Summer~~ 2017:

- g.i. Obtain use and occupancy permit
- h.ii. ~~Summer 2017: T~~ransition from MOU to lease

i.f. ~~Winter/SpringSummer/Fall~~ 2017: work on interior finishing details using educational demonstrations

- i. Plastering
- ii. Woodwork restoration and repair

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5. **City Responsibilities.**

- a. **CONTRIBUTION TO ARCHITECTURAL AND STRUCTURAL DRAWINGS.** City agrees to contribute Ten Thousand Dollars (\$10,000.00) toward obtaining architectural and structural drawings for the Premises.

- b. **UTILITY EXTENSION.** Upon completion of architectural and structural drawings, and User obtaining plan approval, City will extend water, sewer, and electrical services from the end of Dynasty Drive to the face of the Premises. To the extent that appropriate installation requires the City to obtain any easements over property that is not owned or controlled by the City, the City will make reasonable efforts to obtain all necessary easements. Completion of utility extension is contingent upon obtaining all necessary easements.
- c. **PATHWAY.** Upon completion of architectural and structural drawings, and User obtaining plan approval, City will install an ADA-compliant pathway from the parking lot for Kiwanis Park, extending to the restroom site and entrance to the Premises, as more particularly shown in Exhibit B.
- d. **GROUND.** City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.
- e. **SIGNAGE.** City shall assist User in designing and developing signage explaining the nature of the project at the sole discretion of the City.

6. User Responsibilities.

- a. **ACCESS.** Within thirty (30) days of executing this MOU, User shall secure the Premises to prevent access by unauthorized persons.
- b. **SIGNAGE.** Within thirty (30) days of executing this MOU, User shall obtain and display signage indicating its involvement in the restoration of the Premises, the on-going nature of the restoration, as well as display contact information for its organizations.
- c. **PLANS.** User shall obtain architectural and structural drawings for the Premises, and shall ensure that all plans meet City ordinances and codes, to include current building codes as applicable.
- d. **PREMISES.** User shall be responsible for restoration and maintenance of the Premises. Restoration shall include obtaining architectural and structural drawings, preparing a plan detailing the work necessary to bring the Premises into sufficient condition for the issuance of a use and occupancy permit, and completing, or hiring subcontractors to complete, the work necessary to effectuate the plan.
- e. **WILDLIFE.** User shall refrain from engaging in any activity which disturbs the wildlife in the park.
- f. **PUBLIC ENJOYMENT.** User shall take reasonable steps to ensure that its use, maintenance, and restoration of the Premises shall not interfere with the public use and enjoyment of the Kiwanis Park grounds.
- g. **SAFETY.** User assumes full responsibility for inspecting the Premises at the time of its use thereof to ensure that the conditions are safe for the activity planned. User shall be solely and exclusively responsible for the safety of its participants.

- 7. Program Responsibility.** User has sole responsibility for the use and activities anticipated by this MOU. User may not discriminate based on race, color, creed, national origin, or gender in connection with these activities. It is anticipated and expected that User will maintain programmatic responsibility to make this structure a community asset.

8. **Ownership of Improvements.** All permanent improvements to the Premises are the property of the City. Permanent improvements or fixtures may not be made or attached to the Premises or any portion thereof without prior written consent of the City.
9. **Insurance.** User will obtain and maintain a policy of general contractor's insurance in a commercially reasonable amount covering personal injury, property damage, and general liability during the use, operation, and restoration of the Saylor House. The said policy shall name the City as an additional insured and User shall provide a certificate of insurance to the City upon the execution thereof, and upon request of the City at any time thereafter.
10. **Hold Harmless.** User will indemnify and hold the City harmless from all loss, liability, costs, or damages that may occur or be claimed with respect to any person or property, as a result of User's use, maintenance, or restoration of the Premises, including any act or omission by User, its subcontractors, agents, servants, volunteers, participants, customers, invitees, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost, or damages occurring to the Premises as a result of User's use, maintenance, or restoration of the Premises.
11. **Damage to Personal Property.** User is responsible for all personal property kept, stored, or placed on the Premises in conjunction with User's use, maintenance, and restoration of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.
12. **Assignment or Sublease.** User may not assign the MOU or sublease the Premises.
13. **Liens and Encumbrances.** User may not encumber the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by virtue of this MOU. This MOU is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.
14. **City Assistance.** Nothing in this MOU shall prohibit the User from requesting the City provide additional services or support, nor prohibit the City from providing additional services or support at the sole discretion of the City.
15. **Notices.** Any notices sent to the parties shall be to the following addresses:
- | | | | |
|--------------|------------------------------|--------------|----------------------|
| <i>City:</i> | City of Hagerstown | <i>User:</i> | |
| | Dept. of Engineering & Parks | | |
| | 1. E. Franklin Street | | |
| | Hagerstown, MD 21740 | | Hagerstown, MD 21740 |
16. **Current Contact Information.** User shall indicate an individual who has primary responsibility for scheduling and overseeing use, maintenance, and restoration of the

Premises. USER will provide the City with a current address and telephone number for that individual.

17. **Default.** It shall constitute default if the User fails to use the premises for its intended purpose or fails to abide by the terms of this MOU. Upon receiving written notice from the City of default, User shall have seven (7) days to come into compliance with this MOU, unless a longer period is agreed to by the parties. If User fails to cure the default after receiving notice, the City may terminate this MOU immediately.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this MOU, and do hereby execute this MOU as of the date first written above.

ATTEST:

Donna Spickler, City Clerk

THE CITY OF HAGERSTOWN

BY: _____
David S. Gysberts, Mayor Date
City Hall
One East Franklin Street
Hagerstown, Maryland 21740

ATTEST:

WASHINGTON COUNTY HISTORICAL TRUST

BY: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on _____ day of _____, 201_, between THE CITY OF HAGERSTOWN, MARYLAND, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "Landlord", and WASHINGTON COUNTY HISTORICAL TRUST, a Maryland not-for-profit organization, hereinafter called "Tenant".

SECTION 1 DEMISE OF PREMISES

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and Tenant hereby leases from Landlord all of the Saylor House, Hagerstown, Maryland specifically designated, described, and known as the old stone structure located on the grounds of Kiwanis Park, consisting of approximately _____ () net square feet more or less (hereinafter called the "Premises").

SECTION 2 TERM

The Premises described herein are leased by Landlord to Tenant for an initial term of Five years (60 months) beginning on the _____ and terminating on the _____ at and for rental as set forth in Section 3-Rent.

Thereafter, the Tenant is given, and shall have, the option to renew this lease on the basis of ~~fivethree~~ (53) five (5) year extensions for a total of ~~twenty-five~~ ~~fifteen~~ (2+5) additional years.

However, in order to renew this Lease, as outlined above, Tenant must give Landlord notice in writing sixty (60) days prior to the termination of the term, of its desire to renew pursuant to the terms and conditions contained in this Lease Agreement. Additionally, Tenant shall not be in default of any provision of this Lease. In the event Tenant elects not to renew this Lease in accordance with the ~~fivethree~~ (53) extension periods outlined herein, it shall provide Landlord with six (6) months written notice in advance of its intent not to exercise its right to extend the Lease prior to the termination of the then current term.

SECTION 3 RENT

During the initial term of the lease, as well as any extension periods, the rent shall be paid by the Tenant at a rate of one dollar (\$1.00) per annum.

SECTION 4

USE FEES: UTILITIES

Tenant shall be responsible for paying for electricity, gas, heating, and all utilities except as provided herein. Tenant shall place the account for said utilities in its name and same shall be payable directly by Tenant to the applicable utility provider.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area.

Landlord shall furnish water, sewer, and trash collection to the premises in question.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5
COMPLIANCE TO MAINTAIN INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond its current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Annual Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting insurance risk.

SECTION 6
MAINTENANCE

Tenant agrees to keep the Premises and appurtenances thereto in good repair and will make all ordinary and replacement repairs at its expense. Landlord agrees to be responsible for exterior maintenance and make any and all structural repairs required.

SECTION 7
ALTERATIONS

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual and customary decorating of the premises, nor shall it be construed to deny the

Tenant the right to complete projects which were approved by the Landlord prior to the Parties entering into the initial Lease.

SECTION 8

COMMENCEMENT OF THE TERM/OCCUPANCY

This Lease agreement shall become effective upon the execution of the duly authorized signatories of the Landlord and Tenant as same may be applicable.

SECTION 9

USE

The premises demised shall be used by the Tenant solely for the purpose of Washington County Historical Trust Offices and any related business activities and/or educational activities sanctioned by the Washington County Historical Trust. Tenant has a duty to maintain programmatic responsibility to make this structure a community asset and will offer to the public no fewer than eight (8) activities/events annually. No other use may be made of the premises unless same is approved in writing by the Landlord in its sole and absolute discretion.

SECTION 10

SIGNS

Tenant shall be permitted to install the name of Tenant and its affiliated operation on any interior walls and partitions upon the approval of Landlord. Tenant shall have sole discretion over interior signs relating to educational programs and/or displays. Tenant may not erect or place any long-term signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord, in its sole and absolute discretion.

For purposes of this Lease, "long-term signs" shall be defined as signs which are permanently affixed to the Premises, or the grounds of the Premises, or signs which are intended to remain in place overnight or longer.

SECTION 11

ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without written approval from Landlord, in its sole and absolute discretion.

SECTION 12

INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord, its agents, servants, employees, officers, or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims, or fines of whatsoever nature

or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured in the amount of \$1,000,000.00. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised premises only. Said policies shall provide for at least 30 days notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to the Landlord and shall be kept current.

SECTION 13

QUIET ENJOYMENT: SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 14

INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours. In the event that Tenant does not elect to renew this Lease at any time, then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 15

FIRE DAMAGE

In the event the Premises is damaged by fire, storm, the elements, act of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall determine in its sole and absolute discretion whether to restore such portion of the premises so injured or damaged. The annual rent shall abate proportionately on such part of the premises as may have been rendered untenable until such time as such part shall be fit for Occupancy, if at all, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the premises is injured or damages by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening.

In the event of untenability, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for the use(s) contemplated herein.

SECTION 16
DEFAULT OF TENANT: REMEDIES OF LANDLORD

It is further agreed and understood that if any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and determine, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to Quit or Demand for Possession.

In the event that there is a default or a violation of any other provisions of this Lease other than non-payment of rent, then and in said event, the Landlord shall give the Tenant thirty (30) days notice in which to correct said violation. If same is not corrected within thirty (30) days, the relationship of Landlord and Tenant, within the absolute discretion and option of the Landlord, shall cease and determine without further notice.

SECTION 17
TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of a term. **HOWEVER**, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered on a month to month basis.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to formally approve the execution of this Lease and the provisions hereof. In the event that said approval should not become effective by virtue of a referendum or some other methodology by operation of law, then in said event, this agreement is null and void of no effect.

It is agreed that the necessary approval required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
PARKING

No parking is provided under this Lease, but public parking is available in parking areas adjacent to the Premises.

SECTION 20
SMOKING

No smoking will be permitted on the premises by the public unless approved by the Landlord in writing.

SECTION 21
APPROVALS

Any approvals required under the provisions of this agreement by Landlord shall be as duly authorized by the Mayor and Council of the City of Hagerstown as its duly constituted legislative body at a public meeting.

SECTION 22
NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing. The first business day following the date of depositing or date of personal delivery, being taken as the date of the giving of such notice.

City of Hagerstown:

City Administrator
City of Hagerstown
City Hall
Hagerstown, MD 21740

Washington County Historical Trust:

Hagerstown, MD 21740

SECTION 23
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge, and deliver any and all further documents and instruments that may be required or necessary to carry out and effectuate the purpose of this Agreement or any provisions contained herein.

SECTION 24
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 25
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

SECTION 26
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 27
MISCELLANEOUS

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any ordinances required as indicated, and upon the adoption of this agreement by formal action of the Mayor and Council.

This Agreement contains the final and entire Agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the contract shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor

ATTEST:

**WASHINGTON COUNTY
HISTORICAL TRUST**

_____, Secretary

BY: _____, President

DRAFT

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

Topic:

Approval of a Resolution: Designating DoNut Alley as One-Way Southbound

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of License Agreement: Country Club Road Right-of-Way for Driveway

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Memorandum of Understanding: Second Amendment to MOU for School Resource Officers

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MEMO_-_SECOND_AMENDMENT.pdf

MOU_-_SECOND_AMENDMENT.pdf

Description

MEMO - SECOND
AMENDMENT

MOU - SECOND
AMENDMENT




CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

August 22, 2016

To: Valerie Means
City Administrator

From: Victor V. Brito, 
Chief of Police

Re: MOU for School Resource Officer – Second Amendment

The Hagerstown Police Department is seeking Mayor and Council approval to accept Second Amendments to the current MOU between the Board of Education and the City of Hagerstown. The changes only pertain to the guidelines referenced as Attachment 1 in section 9 of the Memorandum of Understanding. Attachment 1 has not been revised since its original creation. It contained some redundant language that was already covered in the MOU. It also contained outdated references and operating procedures. The purpose of this second amendment to the current MOU is to modify the guidelines to address those issues.

This Memorandum of Understanding has been reviewed and approved by the Washington County Public Schools, the City attorneys and has been signed by Clayton Wilcox, the Superintendent and Secretary to the Board.



Jamie Lee Brown
Paralegal

August 1, 2016

Mr. John Moulton
Support Services Administrator
Hagerstown Police Department
50 North Burhans Boulevard
Hagerstown, Maryland 21740

**RE: Memorandum of Understanding for School Resource Officer within the City of Hagerstown –
Second Amendment**

Dear Mr. Moulton:

Enclosed you will find two (2) original Second Amendments to the Memorandum of Understanding for School Resource Officer within the City of Hagerstown by and between Board of Education of Washington County and City of Hagerstown, which have been executed by Dr. Clayton M. Wilcox, superintendent.

I am requesting your assistance in securing the signature of Mayor Gysberts on the Second Amendments. You may retain one (1) original Second Amendment for your file and return the other to my office after you have secured Mayor Gysberts' signature.

Thank you for your assistance with this matter.

Sincerely,



Jamie Lee Brown

Enclosure

copy: Mr. Anthony J. Trotta, Chief Legal Counsel
Mr. Steve Ganley, Safety and Security/Risk Manager

**SECOND AMENDMENT TO
MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER WITHIN THE CITY OF
HAGERSTOWN**

This Second Amendment to the Memorandum of Understanding for School Resource Officer within the City of Hagerstown ("First Amendment") is made this 1st day of July, 2016, between the Washington County Board of Education ("Board of Education") and the City of Hagerstown ("City").

RECITALS

The parties entered into a Memorandum of Understanding to promote a safe learning environment and to improve relationships between law enforcement officers and school students, the original term of which commenced on July 1, 2012, and expires on June 30, 2017.

The parties entered into a First Amendment on July 1, 2013, to eliminate the \$35,000 fund for any part-time, overtime school resource officer position.

The purpose of this Second Amendment is to modify the guidelines, which are attached and labeled as Attachment I to the Memorandum of Understanding.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1. Attachment I to the Memorandum of Understanding is amended and attached hereto.
2. The remaining provisions of the Memorandum of Understanding shall remain unchanged and continue in full force and effect.

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

ATTEST:

CITY OF HAGERSTOWN,
HAGERSTOWN, MARYLAND

Donna Spickler, Clerk

BY: _____
David S. Gysberts, Mayor
For the City of Hagerstown Mayor and Council

WITNESS:

Cheryl Steiner

BOARD OF EDUCATION OF WASHINGTON COUNTY, MARYLAND

BY: _____
Clayton M. Wilcox
Clayton M. Wilcox, Ed.D.
Superintendent and Secretary to the Board

**MEMORANDUM OF UNDERSTANDING FOR SCHOOL RESOURCE OFFICER WITHIN THE
CITY OF HAGERSTOWN**

**ATTACHMENT I
GUIDELINES**

A. MISSION:

The purpose of the School Resource Officer Program is to assist Washington County Board of Education in promoting a safe learning environment and to improve relationships between law enforcement officers and school students. The program will attempt to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel.

B. GOALS AND OBJECTIVES:

The priorities of the School Resource Officer (SRO) shall be:

1. the protection of students and staff from negative influences and to assist in the maintenance of order in the school;
2. to act as an advisor to the school staff in safety matters, violence reduction strategies, and legal aspects of the activity of students;
3. to facilitate education in law related topics;
4. to provide a positive role model to the students and to foster better understanding between the law enforcement community and the students and staff;
5. to assist students by counseling them in law related problems and to assist them by mediating disputes. Attempts will be made to identify problems with students. Guidance will be provided address their problems in a non-violent manner.

C. SRO EMPLOYER:

The SRO shall remain an employee of the Hagerstown Police Department (HPD), and shall not be considered an employee of the Washington County Board of Education. The SRO shall abide by the policies of the Washington County Board of Education when such policies are not in conflict with the policies and procedures of the Hagerstown Police Department. The Hagerstown Police Department shall maintain payroll/attendance records of the SRO's in accordance with established City Policy.

D. SUPERVISION:

The HPD SRO Program Manager, assigned by the Chief of Police, will supervise the SRO program. The SRO reports directly to the SRO Program Manager, but may receive assignments from the principal or his/her designee, on-duty police supervisor, or Hagerstown Police Department Command Staff. Both school and Hagerstown Police Department officials shall be kept current on activities. Any school assignment that conflicts with law enforcement duties shall be referred to the HPD SRO Program Manager when the SRO and the school administration cannot resolve the matter. The Safety & Security Risk Manager for Washington County Public Schools (WCPS) will be the point of contact for the HPD SRO Program Manager.

E. QUALIFICATIONS:

The SRO shall meet the following qualifications:

1. Be a certified law enforcement officer by the State of Maryland.
2. Have excellent verbal and written communication skills.
3. Be able to relate well to children of all ages.
4. Possess good coordinating and planning skills.

F. ENFORCEMENT ACTIVITIES:

1. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall inform the principal or his/her designee of the school of such action. At the principal or his/her designee's request, or upon the SRO's own initiative, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the school and related school functions, to the extent the SRO may do so under the authority of the law and Hagerstown Police Department regulations.
2. If it becomes necessary to conduct formal police interviews with the students, the SRO shall adhere to school board policy, police policy, and legal requirements.
3. The SRO shall give assistance to other police officers in matters regarding the SRO's school assignment whenever necessary.
4. At a minimum, officer activities will be recorded and maintained in the computer aided dispatch (CAD) and records management systems (RMS) used by HPD, in accordance with HPD policy and procedure. Upon request, HPD will provide to appropriate school officials relevant copies of these records, subject to redaction as permitted or required by law.

G. INTELLIGENCE GATHERING:

The SRO is in a position as a "listener" and may receive information pertaining to criminal activities. The SRO will record the information and forward it to the SRO's supervisor for appropriate dissemination.

H. LIAISON WITH SPECIAL UNITS:

The SRO will serve as liaison to specialized units concerning matters within the SRO's schools.

1. The SRO will work with the K-9 units in scheduling and/or assisting with CDS scans.
2. The SRO will work with the Investigative Division (ID) to share intelligence information.

I. ADDITIONAL DUTIES AND RESPONSIBILITIES OF THE SRO:

1. The SRO will encourage individual and small group discussions about law enforcement related matters with students, faculty, and parents.
2. The SRO is not a school disciplinarian. The SRO will not become involved in any form of school-administered punishment. If the staff of Washington County Board of Education believes a violation of the law has occurred they shall contact the SRO who will determine whether law enforcement action is appropriate.
3. The SRO will, whenever possible, attend meetings of the schools' parent and faculty groups to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions.
4. The SRO will, whenever possible, be available for conferences with students, parents, and faculty members to assist them with problems of a law enforcement or crime prevention nature.
5. The SRO will be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.
6. The SRO shall be armed at all times when working at the school.
7. The SRO may act as an instructor for specialized short-term programs when invited to do so by the principal or his/her designee, if approved by the Hagerstown Police Department.
8. The SRO shall coordinate all his/her activities with the administrative staff, and will seek permission, advice, and guidance prior to enacting any program within the school.
9. The SRO may assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.
10. The SRO shall not be permitted to accumulate overtime or comp-time for after school events, functions, or classes unless approved by the principal or his/her designee and/or a police supervisor. Overtime work requests shall be processed according to the Hagerstown Police Department policy.
11. The SRO shall make him or herself available to attend Board of Education meetings on a rotation with other SROs.

J. RULES AND GUIDELINES:

1. The SRO shall adhere to all state and federal laws, the policies and procedures of the Hagerstown Police Department, and the policies and procedures of the Washington County Board of Education when such policies do not conflict with the law or the Hagerstown Police Department policies.

2. The SRO will not take part in any school disciplinary actions; he/she will only accompany the school interviewer if there is a threat of violence. If the incident is a violation of the law, the SRO will determine if law enforcement action is appropriate.
3. SRO shall not transport juveniles or other individuals, unless there has been an arrest or as part of their official duties per Hagerstown Police Department policy.
4. The SRO shall wear the appropriate uniform of the Hagerstown Police Department during their working hours unless otherwise approved by a supervisor of the Hagerstown Police Department.
5. The SRO shall be equipped with a portable radio enabling direct contact with the Hagerstown Police Department. The SRO will be responsible for determining the need for additional police presence or assistance on campus and will make such request when needed. In the event the SRO requests additional patrol units on campus, he/she will act as the primary unit and direct assisting units. When additional units are requested or are present, the SRO will notify the school administration immediately as soon as practical.
6. The SRO is encouraged to take annual leave to correspond with school vacations. Should more than 2 consecutive days of vacation or personal leave be taken during the time that school is in session, reimbursement will be suspended on a day-for-day basis. Sick leave may be used as needed. The SRO will notify their assigned school of any scheduled leave, sick leave, or training. The SRO's assigned school will notify the feeder schools and the Safety and Security Risk Manager.
7. SROs will normally work 8-hour days, Monday through Friday. When school is in session, the SROs' scheduled workday will reflect the operating schedule of the assigned school, unless the principal or his/her designee requests a change in the schedule for a specific reason. The schedule change must be approved by the HPD SRO Program Manager prior to it taking place. The shift will not be changed so the SRO can cover athletic events, dances, etc. without the approval of Hagerstown Police Department. The security for athletic events, dances, etc. will continue to be done through current practice.
8. The SRO shall report his or her activities and schedule to the principal or his/her designee at the primary school assigned. The SRO may receive assignments from the principal or his/her designee or on-duty supervisor. Both school and Hagerstown Police Department officials shall be kept current on activities. Any school assignment that conflicts with law enforcement duties shall be referred to the HPD SRO Program Manager if the SRO and the school administration cannot resolve the matter. The Safety & Security Risk Manager for WCPS will be the point of contact for the HPD SRO Program Manager.
9. The SRO must attend in-service training and other SRO related training to maintain their police certification and skills. The Board of Education will provide the SRO the time needed for this training.

10. The SRO will report to other Hagerstown Police Department operational components as assigned anytime schools are closed or not in session, to include snow days.
11. When practical, the SRO shall conduct investigations at the SRO Program schools. The SRO has authority to request assistance in conducting these investigations. The SRO shall adhere to standard Hagerstown Police Department policies and procedures regarding the completion of police reports.
12. If the SRO is not available to handle an incident at their assigned schools, the following procedures will be initiated by the Hagerstown Police Department:
 - a. Unless the incident is life threatening, or requires an immediate law enforcement resolution, the responding officer will refer the incident to the assigned SRO for follow up.
 - b. If the incident is life threatening, or requires an immediate law enforcement resolution, the Hagerstown Police Department will respond in the -usual manner.
13. The SRO shall serve as a liaison between the school system and the Hagerstown Police Department.
14. The SRO shall not be used for routine traffic control. However, if the SRO determines that a situation is a temporary risk to students or faculty, the SRO will act accordingly to reduce the risk.
15. In emergency or urgent situations requiring an immediate police response, the SRO may be dispatched to police incidents off of the school complex. The SRO will be expected to take control of similar situations that the SRO discovers. In all such situations the SRO will request Hagerstown Police Department personnel to respond and take control of these incidents

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

Topic:

Approval of Bulk Road Salt Contract: Global Ventures of N. A., LLC (Durham, NC) \$60.00/ton - Budget Estimate \$123,000.00

Mayor and City Council Action Required:

Approval to purchase bulk road salt from Global Ventures of North America, LLC

Discussion:

Washington County Government bid the purchase of the bulk road salt for themselves and the City of Hagerstown and starting bidding this item as of the 2015/2016 Fiscal Year. This is just the second year for this bidding. The recommendation is to utilize the services of Global Services of North America, LLC. The budget amount for this fiscal year is \$123,000 based on previous years averages.

Financial Impact:

Price is \$60 per ton

Estimated expense for salt this fiscal year is \$123,000 as set in the budget.

Recommendation:

Approval of contract with Global Ventures of North America, LLC

Motion:

I hereby move for Mayor and Council approval of the bulk road salt purchase for City operations from Global Ventures of North America, LLC. The bid price is \$60.00 per ton. The budget estimate for this expense is \$123,000. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government and the City of Hagerstown.

Action Dates:

None

ATTACHMENTS:

File Name

Bulk_Road_Salt_2016.2017.pdf

2016.2017_Bulk_Road_Salt_Motion_Sheet.pdf

Description

Bulk Road Salt Consent
Agenda

Bulk Road Salt Motion Sheet
Bulk Road Salt Consent

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 09/27/16**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0121001-5591 Account / Project Name: Snow Removal-Chemicals
Budget Amount: \$123,000 Account Balance: \$123,000 Year: 16/17 CIP Control No. N/A
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Bulk Road Salt	\$60.00/ton

TOTAL VALUE OF PROJECT: \$60.00 per ton

ABOVE TO BE USED FOR:

Used to melt snow and ice from city streets and alleys.

Recommended Vendor:

Business Name: Global Ventures of N. A., LLC
Address: 1909 Yellowwood Lane
City, State: Durham, NC 27712-2675 [(919)306-8436; globalventures-llc.com]
Bid/Proposal/Quote No.: Washington County PUR-1324

OTHER VENDORS:		
Firm	City/State	Total Amount
Eastern Salt Co., Inc.	Lowell, MA	\$64.00/ton
Deicing Depot LLC	Rosedale, MD	\$64.78/ton
Cargill, Inc	North Olmstead, OH	\$67.33/ton
Mid-Atlantic Salt LLC	Baltimore, MD	\$67.60/ton
Commodities USA, Inc	Potomac, MD	\$73.11/ton
Harvey Salt	Baltimore, MD	\$73.87/ton

(1) Department Manager: Washington County Government bid the purchase of the bulk road salt for themselves and the City of Hagerstown and starting bidding this item as of the 2015/2016 Fiscal Year. This is just the second year for this bidding. The recommendation is to utilize the services of Global Services of North America, LLC. The budget amount for this fiscal year is \$123,000 based on previous years averages.

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: September 27, 2016

TOPIC: **Approval of Bulk Road Salt**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of the bulk road salt purchase for City operations from Global Ventures of North America, LLC. The bid price is \$60.00 per ton. The budget estimate for this expense is \$123,000. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government and the City of Hagerstown.

DATE OF PASSAGE: September 27, 2016

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 09/27/16**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0121001-5591 Account / Project Name: Snow Removal-Chemicals
Budget Amount: \$123,000 Account Balance: \$123,000 Year: 16/17 CIP Control No. N/A
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Bulk Road Salt	\$60.00/ton

TOTAL VALUE OF PROJECT: \$60.00 per ton

ABOVE TO BE USED FOR:

Used to melt snow and ice from city streets and alleys.

Recommended Vendor:

Business Name: Global Ventures of N. A., LLC
Address: 1909 Yellowwood Lane
City, State: Durham, NC 27712-2675 [(919)306-8436; globalventures-llc.com]
Bid/Proposal/Quote No.: Washington County PUR-1324

OTHER VENDORS:

Firm	City/State	Total Amount
Eastern Salt Co., Inc.	Lowell, MA	\$64.00/ton
Deicing Depot LLC	Rosedale, MD	\$64.78/ton
Cargill, Inc	North Olmstead, OH	\$67.33/ton
Mid-Atlantic Salt LLC	Baltimore, MD	\$67.60/ton
Commodities USA, Inc	Potomac, MD	\$73.11/ton
Harvey Salt	Baltimore, MD	\$73.87/ton

(1) Department Manager: Washington County Government bid the purchase of the bulk road salt for themselves and the City of Hagerstown and starting bidding this item as of the 2015/2016 Fiscal Year. This is just the second year for this bidding. The recommendation is to utilize the services of Global Services of North America, LLC. The budget amount for this fiscal year is \$123,000 based on previous years averages.

EBI Dabo 9/13/16

Signature / Date

(2) Purchasing Agent:

Recommend approval once receive vendor app and WGA paperwork.

Michelle Hefner 9/14/16

Signature / Date

(3) Finance Manager:

Recommend approval of this necessary supply cost based on pricing per ton which may exceed total budget of \$123,000 based on the weather

Michelle Hefner 9/14/16

Signature / Date

(4) City Administrator's Recommendation:

Approval

Valerie A. Meier 9/15/16

Signature / Date

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

Topic:

Approval of a Contract to Replace the Roofs at the Public Works Operations Center and the Elizabeth Hager Center - USA Construction Services, Inc. (Beltsville, MD) \$153,000.00

Mayor and City Council Action Required:

Approval of a contract in the amount of \$153,000 to:

USA Construction Services, Inc.

11210 Old Baltimore Pike

Beltsville, MD 201705

Discussion:

The main roof at Public Works was last replaced in 1996 under a 10 year warranty. The roof will be replaced with a similar type roof (fully adhered rubber roof) with a 20 year warranty. The Elizabeth Hager Center has multiple roofs. This is a smaller roof that basically covers the 2nd floor lobby and offices. It, too, will have a fully adhered rubber roof with a 20 year warranty.

Funding for this project is a combination of future bond financing and financing from the Property Management Fund. The roofs were bid as one project in the hopes of saving money due to efficiencies in mobilization, manpower, etc. These roof projects still have some unknowns and additional work may be required. Staff is requesting authorization from the Mayor and Council to spend up to \$168,300 for any additional work that may be required. This equates to an additional 10% of the bid value.

Financial Impact:

Public Works Replacement of Main Roof (future bond financing) \$132,250.00

Elizabeth Hager Center Replacement of Smaller Roof Area (Property Management fund) \$20,750.00

TOTAL VALUE OF PROJECT \$153,000.00

Other bids:

OTHER VENDORS:		
Firm	City/State	Total Amount
Bonded Applicators	Hagerstown, MD	\$174,600
J&K Contracting, Inc.	Upper Malboro, MD	\$197,000
Heidler Roofing Services, Inc.	Hagerstown, MD	\$200,000
Virginia Roofing Corp.	Alexandria, VA	\$203,702
K2 Contracting Group	Chantilly, VA	\$213,087
Citiroof Corp.	Columbia, MD	\$227,087

Ironshore Contracting, LLC	Linthicum, MD	\$245,000
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Recommendation:

Approval of contract with;
USA Construction Services, Inc.

11210 Old Baltimore Pike

Beltsville, MD 201705

City of Hagerstown Contract No. 16-RR-13

Motion:

DATE: September 27, 2016

TOPIC: Approval of a contract to replace the roofs at the Public Works Operations Center and the Elizabeth Hager Center

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move that the Mayor and Council approve the contract to replace the Public Works Operations Center roof and the Elizabeth Hager Center roof in the amount of \$153,000 (One Hundred Fifty Three Thousand Dollars). Staff is authorized to spend up to \$168,300 (One Hundred Sixty Eight Thousand Three Hundred Dollars) to cover contingency items for this project. The contract will be awarded to USA Construction Services, Inc. of Beltsville, MD.

Action Dates:

DATE OF PASSAGE: 9/27/2016

ATTACHMENTS:

File Name

Description

Roof_Replacements_Public_Works_and_EHC_connecting_roof.pdf

Consent Agenda for Roof Replacements PW Operatoins Center and Elizabeth Hager Center

Motion_sheet_for_PW_Roof_and_EHC_Roof.pdf

Motion Sheet for Roof Replacements at PW Operations Center and EHC

Consent Agenda for Roof

PW_Improvement_Program_and_Elizabeth_Hager_Center.pdf

Replacements PW
Operations Center and
Elizabeth Hager Center
(Signed)

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 09/27/16**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 4524000-5594 & 5885001-5830 Account / Project Name: PW Improvement Program & Elizabeth Hager Center
Budget Amount: \$165,000 Account Balance: \$165,000 Year: 16/17 CIP Control No. C0250 & C0803
Unbudgeted \$: _____ Source of Funds: Future Bond Financing & Property Management Fund

Quantity	Description	Value
1	Public Works Replacement of Main Roof (future bond financing)	\$132,250.00
1	Elizabeth Hager Center Replacement of Smaller Roof Area (Property Management fund)	\$20,750.00

TOTAL VALUE OF PROJECT: \$153,000.00

ABOVE TO BE USED FOR:

The main roof at Public Works was last replaced in 1996 under a 10 year warranty. The roof will be replaced with a similar type roof (fully adhered rubber roof) with a 20 year warranty. The Elizabeth Hager Center has multiple roofs. This is a smaller roof that basically covers the 2nd floor lobby and offices. It, too, will have a fully adhered rubber roof with a 20 year warranty.

Recommended Vendor:

Business Name: USA Construction Services, Inc.
Address: 11210 Old Baltimore Pike
City, State: Beltsville, MD 201705
Bid/Proposal/Quote No.: City of Hagerstown Contract No. 16-RR-13

OTHER VENDORS:

Firm	City/State	Total Amount
Bonded Applicators	Hagerstown, MD	\$174,600
J&K Contracting, Inc.	Upper Malboro, MD	\$197,000
Heidler Roofing Services, Inc.	Hagerstown, MD	\$200,000
Virginia Roofing Corp.	Alexandria, VA	\$203,702
K2 Contracting Group	Chantilly, VA	\$213,087
Citiroof Corp.	Columbia, MD	\$227,087
Ironshore Contracting, LLC	Linthicum, MD	\$245,000

(1) Department Manager: Funding for this project is a combination of future bond financing and financing from the Property Management Fund. The roofs were bid as one project in the hopes of saving money due to efficiencies in mobilization, manpower, etc. These roof projects still have some unknowns and additional work may be required. Staff is requesting authorization from the Mayor and Council to spend up to \$168,300 for any additional work that may be required. This equates to an additional 10% of the bid value.

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: September 27, 2016

TOPIC: **Approval of a contract to replace the roofs at the Public Works Operations Center and the Elizabeth Hager Center**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move that the Mayor and Council approve the contract to replace the Public Works Operations Center roof and the Elizabeth Hager Center roof in the amount of \$153,000 (One Hundred Fifty Three Thousand Dollars). Staff is authorized to spend up to \$168,300 (One Hundred Sixty Eight Thousand Three Hundred Dollars) to cover contingency items for this project. The contract will be awarded to USA Construction Services, Inc. of Beltsville, MD.

DATE OF PASSAGE: 09/27/2016

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 09/27/16**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 4524000-5594 & 5885001-5830 Account / Project Name: PW Improvement Program & Elizabeth Hager Center
Budget Amount: \$165,000 Account Balance: \$165,000 Year: 16/17 CIP Control No. C0250 & C0803
Unbudgeted \$: _____ Source of Funds: Future Bond Financing & Property Management Fund

Quantity	Description	Value
1	Public Works Replacement of Main Roof (future bond financing)	\$132,250.00
1	Elizabeth Hager Center Replacement of Smaller Roof Area (Property Management fund)	\$20,750.00

TOTAL VALUE OF PROJECT: \$153,000.00

ABOVE TO BE USED FOR:

The main roof at Public Works was last replaced in 1996 under a 10 year warranty. The roof will be replaced with a similar type roof (fully adhered rubber roof) with a 20 year warranty. The Elizabeth Hager Center has multiple roofs. This is a smaller roof that basically covers the 2nd floor lobby and offices. It, too, will have a fully adhered rubber roof with a 20 year warranty.

Recommended Vendor:

Business Name: USA Construction Services, Inc.
Address: 11210 Old Baltimore Pike
City, State: Beltsville, MD 201705
Bid/Proposal/Quote No.: City of Hagerstown Contract No. 16-RR-13

OTHER VENDORS:

Firm	City/State	Total Amount
Bonded Applicators	Hagerstown, MD	\$174,600
J&K Contracting, Inc.	Upper Malboro, MD	\$197,000
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Virginia Roofing Corp.	Alexandria, VA	\$203,702
K2 Contracting Group	Chantilly, VA	\$213,087
Citiroof Corp.	Columbia, MD	\$227,087
Ironshore Contracting, LLC	Linthicum, MD	\$245,000

(1) Department Manager: Funding for this project is a combination of future bond financing and financing from the Property Management Fund. The roofs were bid as one project in the hopes of saving money due to efficiencies in mobilization, manpower, etc. These roof projects still have some unknowns and additional work may be required. Staff is requesting authorization from the Mayor and Council to spend up to \$168,300 for any additional work that may be required. This equates to an additional 10% of the bid value.

EBD 9/15/16

Signature / Date

(2) Purchasing Agent:

Recommend approval once receive all new vendor paperwork.

Michelle Dyer 9/15/16

Signature / Date

(3) Finance Manager:

Recommend approval. Both of the roof projects were included in the FY17 approved budget within its specific funds.

Michelle Dyer 9/15/16

Signature / Date

The funding for the PW roof is from future 2017 GO bond issue; any contingency from the CIP fund balance.

(4) City Administrator's Recommendation:

All funding for the FHC roof will be from the Property Management fund.

Approval

V. A. Mann 9/15/16

Signature / Date

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

Topic:

Approval of Narcotics Task Force Reimbursement for 4th Quarter of FY16 - \$37,637.44

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

NTF_-_81_472.33.pdf

NFT_Reimbursement_FY16.pdf

Description

NTF REIMBURSEMENT

NFT Reimbursement
(signed)

**APPROVED FOR:
CONSENT AGENDA
NEW BUSINESS**

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

This is the amount due for the 4th quarter 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

COMMENTS

(1) DEPARTMENT MANAGER:

This is the amount due for the 4th quarter of FY16 to Washington County for Narcotics Task Force Expenses.



Signature/Date

(2) PURCHASING AGENT:

Recommend approval.



Signature/Date

9/15/16

(3) FINANCE MANAGER:

Recommend approval.



Signature/Date

9/15/16

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Approval



Signature/Date

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

Topic:

Approval of Narcotics Task Force Reimbursement for FY17 - \$303,489.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

NTF_-_ \$303_489.00.pdf

NFT_Reimbursement_FY17.pdf

Description

NTF REIMBURSEMENT
FY17

NFT Reimbursement
(signed)

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

Unbudgeted * \$ _____ Source of Funds _____
 *(See Department Manager's Comments)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
<u>1</u>	<u>NTF reimbursement for FY17</u>	\$303,489.00
	TOTAL VALUE	\$303,489.00

ABOVE TO BE USED FOR:

FY17 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 FY 17 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

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

Unbudgeted * \$ _____ Source of Funds _____
 *(See Department Manager's Comments)

COMMENTS

(1) DEPARTMENT MANAGER:


This is the amount due for FY 17 to Washington County for Narcotics Task Force Expenses.



Signature/Date

(2) PURCHASING AGENT:

Recommend approval.

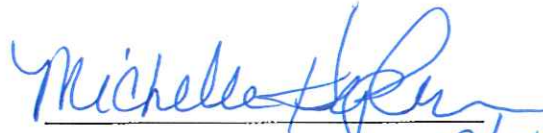


Signature/Date

9/15/16

(3) FINANCE MANAGER:

Recommend approval.



Signature/Date

9/15/16

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

approval



Signature/Date