

**106th Regular Session
Mayor and City Council
November 22, 2016
Agenda**

4:00 PM RIBBON CUTTING at Fit Room at Grandstand at Fairgrounds Park

7:00 PM - November 22, 2016 - REGULAR SESSION -*Council Chamber*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Penny M. Nigh

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. Monday, November 28, 2016 - Oath of Office to New Administration - 7:00 p.m.
 - 2. Tuesday, November 29, 2016 - Work Session at 4:00 p.m. - Organizational Meeting
The future meeting schedule will be determined by the Mayor and City Council on November 29, 2016. The following dates are tentative:
 - 3. Tuesday, December 6, 2016 - Work Session at 4:00 p.m.
 - 4. Tuesday, December 13, 2016 - Work Session at 4:00 p.m.
 - 5. Tuesday, December 20, 2016 - Regular Session at 7:00 p.m.

V. APPOINTMENTS

- A. Andrew Durham, Board of Zoning Appeals, Term to Expire December 31, 2019

VI. GUESTS

Proclamation: Small Business Saturday - November 26, 2016

Proclamation: World AIDS Day - December 1, 2016

Proclamation: Referendum on Charter Amendment

VII. CITIZEN COMMENTS

VIII. CITY ADMINISTRATOR'S COMMENTS

IX. MAYOR AND COUNCIL COMMENTS

X. MINUTES

(October 4, 2016; October 11, 2016; October 18, 2016; October 25, 2016)

XI. CONSENT

A. Community and Economic Development

1. Street Closure for Reindeer Run - December 10, 2016

A. Fire

1. Breathing Apparatus - Municipal Emergency Services (Lanham, MD) \$65,527.26

B. Parks and Engineering

1. Approval of 2017 and 2018 Pavement Preservation Program

A. Public Works

1. Traffic Signal Equipment – Econolite (Glen Burnie, MD) \$ 18,941.00

B. Utilities

1. Wastewater: Replacement of Vehicle 525 – McCafferty Ford (Mechanicsburg, PA) \$ 81,852.00

XII. UNFINISHED BUSINESS

- A. Approval of an Ordinance: License Agreement with Chic's Seafood
- B. Approval of an Ordinance: Authorizing the Sale of Property Located at 43-53 West Washington Street
- C. Approval of an Ordinance: Amendments to Chapter 197, Rental Facilities

XIII. NEW BUSINESS

- A. Approval of a Resolution: Guaranty of a Rental Contract between the Maryland Theatre and the Carroll County Foundation to Facilitate the Miss Maryland Scholarship Pageant and the Miss Outstanding Teen Maryland Pageant
- B. Approval of a Mutual Aid Agreement with Washington County Sheriff's Department and the City of Cumberland
- C. Approval of Automatic Renewal with Brekford Corporation for the Photo Speed Enforcement Program
- D. Approval of Noise Ordinance Exemption for Fireworks – What's NXT Krump's Donut Drop - December 31, 2016
- E. Approval of Funding for a Community Coalition Lobbyist
- F. Approval of Amendment to the Power Service Agreement with Allegheny Energy Supply Company, LLC (now dba FIRSTENERGY SOLUTIONS CORP)
- G. Approval of Utilities Bulk Chemical Purchases – Wastewater Division \$ 497,832.00 (multiple vendors) and Water Division \$ 716,369.00 (multiple vendors)
- H. Approval of Bulk Diesel Fuel and Bulk Gasoline Purchase – A. C. & T., Co., Inc (Hagerstown, MD \$ 423,341.08 (Diesel \$ 1.4695/gallon, Gasoline \$ 1.4373/gallon)
- I. Approval of Bulk Salt Purchase – Eastern Salt Company, Inc. (Lowell, MA) \$ 64.00/ton

XIV. ADJOURN

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

Topic:

RIBBON CUTTING at Fit Room at Grandstand at Fairgrounds Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Councilmember Penny M. Nigh

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**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:

Use of cell phones during meetings is restricted.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Meeting Schedule

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5. Tuesday, December 20, 2016 - Regular Session at 7:00 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Andrew Durham, Board of Zoning Appeals, Term to Expire December 31, 2019

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Proclamation: Small Business Saturday - November 26, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Proclamation: World AIDS Day - December 1, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Proclamation: Referendum on Charter Amendment

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Referendum_on_Charter_Amendment_November_2016.pdf

Description

Referendum on Charter
Amendment

Proclamation

REFERENDUM ON CHARTER AMENDMENT

November 22, 2016

WHEREAS, a petition was presented to the legislative body of the City of Hagerstown requesting that a proposed amendment be submitted to the voters for referendum in the next municipal election; and

WHEREAS, the exact text of the proposed charter amendment reads as follows:

COLLECTIVE BARGAINING AND BINDING ARBITRATION FOR NON-MANAGEMENT EMPLOYEES OF THE POLICE AND FIRE DEPARTMENTS. [NEW SECTION 802A TO THE CHARTER OF THE CITY OF HAGERSTOWN]

NON-MANAGEMENT EMPLOYEES OF THE POLICE AND FIRE DEPARTMENTS OF THE CITY OF HAGERSTOWN SHALL BE ENTITLED TO DESIGNATE A UNION TO ACT AS THEIR EXCLUSIVE REPRESENTATIVE AND TO ENGAGE IN COLLECTIVE BARGAINING WITH THE CITY REGARDING WAGES, BENEFITS, AND WORKING CONDITIONS. THE CITY COUNCIL SHALL PROVIDE BY ORDINANCE FOR BINDING ARBITRATION WITH THE EXCLUSIVE REPRESENTATIVES IN ORDER TO RESOLVE LABOR DISPUTES. THE ORDINANCE SHALL PROVIDE FOR THE APPOINTMENT OF A NEUTRAL ARBITRATOR, THE FACTORS THAT SHOULD BE CONSIDERED BY THE ARBITRATOR, AND THE PROCEDURES FOR IMPLEMENTING THE ARBITRATOR'S DECISION WHEN PASSING OR AMENDING THE CITY'S BUDGET. ANY ORDINANCE THAT IS ENACTED SHALL PROHIBIT STRIKES OR WORK STOPPAGES BY THE REPRESENTED EMPLOYEES.

WHEREAS, a fair summary of the proposed charter amendment, titled "Question A," was submitted to the voters of the City of Hagerstown for referendum in the municipal election held on November 8, 2016.

NOW, THEREFORE, I, David S. Gysberts, Mayor of the City of Hagerstown, Maryland, and pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-307, do hereby publicly proclaim that a majority of those who voted on Question A in the municipal election on November 8, 2016 voted for the proposed charter amendment. Pursuant to state law, the proposed charter amendment stated herein shall become part of the municipal charter 30 days from today, on December 22, 2016.

Very truly yours,

THE CITY OF HAGERSTOWN

David S. Gysberts
Mayor

Signed this 22nd day of November, 2016

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

Topic:

(October 4, 2016; October 11, 2016; October 18, 2016; October 25, 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: November 22, 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 October 4, 2016, October 11, 2016, October 18, 2016, and October 25, 2016.

DATE OF PASSAGE: November 22, 2016

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

Topic:

Street Closure for Reindeer Run - December 10, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Street_Closure_Memo_-_Reindeer_Run.pdf

Reindeer_Run_Route_Map_.pdf

Motion_-_Consent_Agenda.pdf

Description

Street Closure Request:
PAL

MAP

Motion - Consent Agenda



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator

DATE: November 8, 2016

SUBJECT: Street Closure Request: Police Athletic League (P.A.L.) Reindeer Run – December 10, 2016

At the November 22, 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.

P.A.L. Reindeer Run

December 10, 2016

8:00 a.m. to 10:30 a.m.

Event site includes the streets of North Potomac, South Potomac, Locust, North Avenue, and Fairgrounds Park.

Event Organizer: Police Athletic League (P.A.L.)

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.

Attachments: Event Route

c:

Jill Frick, Director of Community and Economic Development

Nick Varner, Police Athletic League



REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 22, 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

Department of Community & Economic Development

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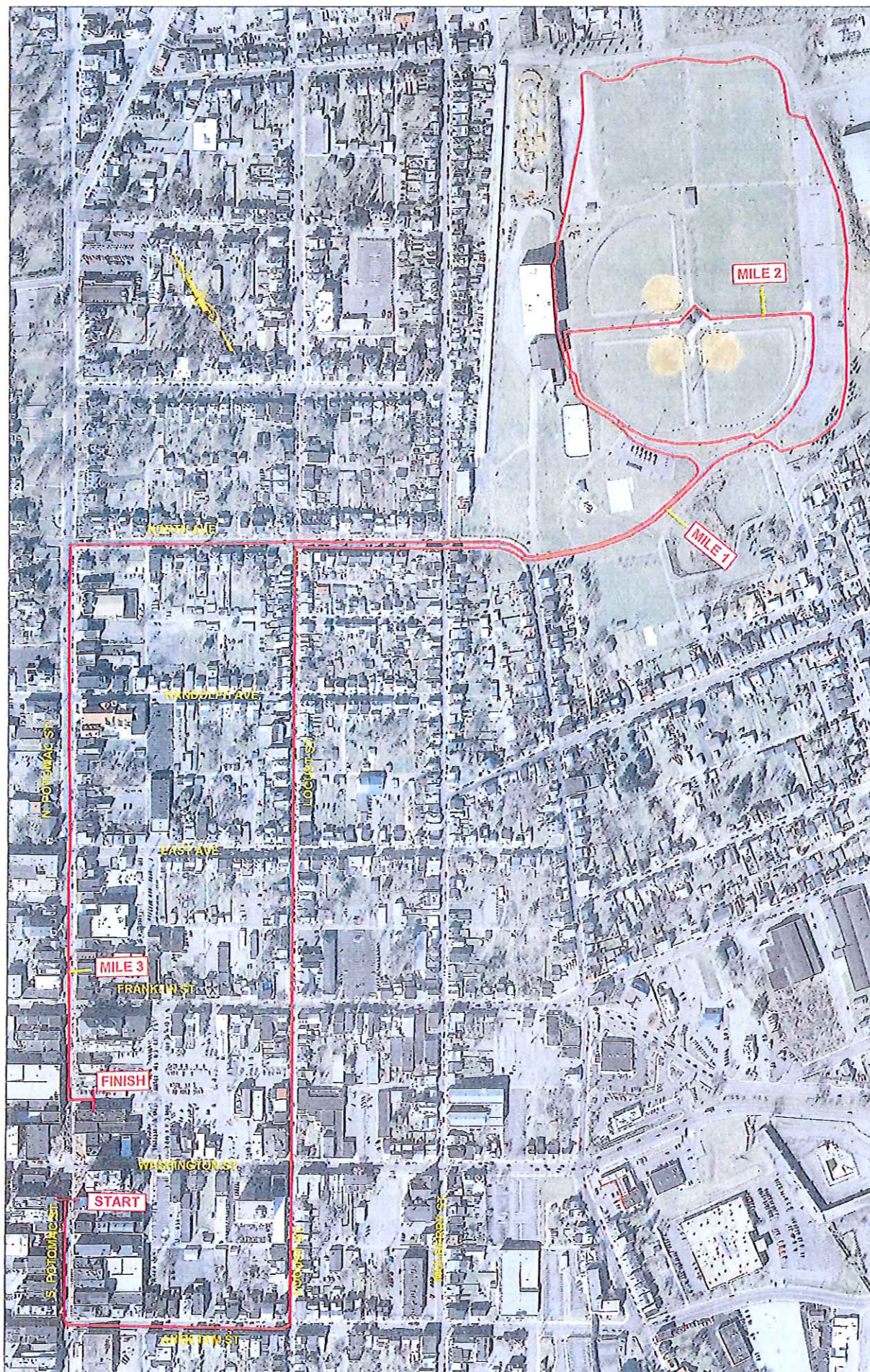
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2013 REINDEER RUN - ALT. 1

AUG 5, 2013

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Quantity	Description	Value
102	AV-3000 HT (M), KVLR w/ R BRKT Facepiece	26,805.00
102	EPIC 3 AMP, Single Voice Amplifier	37,294.26
102	S.M. Smith Co. Black Fleece Square Mask Bag	1,428.00

[illegible]

(1) Department Manager

RECOMMEND APPROVAL AS SUBMITTED.
\$6,843. CITY SHARE THROUGH ASSISTANCE TO
FF'S GRANT PROGRAM

 11/9/14
Signature / Date

(2) Purchasing Agent:

Recommend Approval.

 11/09/2014
Signature / Date

(3) Finance Manager:

Recommend approval. This purchase is primarily
covered with grant awarded last fiscal
year. City match funding was included
in the budget.

 11/9/16
Signature / Date

(4) City Administrator's Recommendation:

Approval

 11/10/16
Signature / Date

City of Hagerstown Pavement Preservation Program Summer 2017

FINAL – Mill and Overlay Streets Last revised *11/9/2016*

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
2005	Salem Avenue	West Side Avenue to City Limits	16,116 sy
1989	Marshall Street	Stratford Avenue to Rhode Island Avenue	7, 625 sy
1988	Vermont Avenue	Marshall Street to Salem Avenue	2,913 sy
1993	Mill Street	Cannon Avenue to Frederick Street	4,840 sy
1999	Pangborn Boulevard	Mulberry Avenue to Hamilton Run bridge	2,276 sy
1994	West Irvin Avenue	The Terrace to Woodland Way	2,000 sy
1994	Mulberry Avenue	CSXRR to 100' north of McKee Ave	5,490 sy
1983	East Franklin Street	Cleveland Avenue to Cannon Avenue	4,280 sy
1972	"old" Virginia Ave	near Howard Street to dead-end	3,842 sy
1996	Oak Hill Avenue	500' north of Northern Avenue to City Line	3,010 sy
1973	Union Place	Virginia Avenue to Highland Way	635 sy
TOTAL			53,037 SY

FINAL – Slurry Seal Streets

- Eastern Boulevard (Memorial Blvd to Frederick Street)
- Eldridge Drive (Bowman Ave to dead end, after patching)
- Willow Circle both sections
- Others TBD

Note: Other streets that will receive crack filling treatment and isolated patching.

City of Hagerstown Pavement Preservation Program Summer 2018

DRAFT – Mill and Overlay Streets *Last revised 11/9/2016*

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
1993	Reynolds Avenue	Virginia avenue to Summit Avenue	1,775 sy
1993	Highland Way	Union Place to City Park Drive	4,825 sy
1991	Potomac Avenue	CSX Railroad to Oak Hill Avenue	3,750 sy
1970	Snyder Avenue	Virginia Avenue to Noland Drive	2,045sy
1990	Winter Street	Washington Street to Salem Avenue	5,635 sy
1992	Alexander Street	Salem Avenue to Dale Street	4,715 sy
1988	Walnut Street	West Washington Street to Church Street	4,250 sy
1991	East Irvin Avenue	Mealey Pkwy to Valleybrook Drive (include circle)	3,440 sy
1992	North Avenue	North Potomac Street to North Mulberry Street	3,535 sy
1999	Fairchild Avenue	Beechwood Avenue to Pennsylvania Avenue	3,670 sy
1968	Division Avenue	City Line to Westwood Street	2,670 sy
1971	South Street	West Lee Street to Sycamore Street	1,360 sy
1988	Stratford Avenue	Florida Avenue to Salem Avenue	4,565 sy
1989	Wood Street	Jefferson Street to Cleveland Avenue	<u>1,790 sy</u>
TOTAL			48,025 SY

DRAFT – Slurry Seal Streets

Slurry-treated streets will be determined at a later date.

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/22/16**

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: \$880 Year: 16/17 CIP Control No. C0433
Unbudgeted \$: _____ Source of Funds: CIP Fund Balance + General Fund Account

Quantity	Description	Value
1	Various Econolite model equipment for intersection traffic control by camera	\$18,941.00
	This is known as Autoscope	
	(includes Terra Access Panel, Terra interface panel, TAP cable, serial cable,	
	4 Encore cameras, 4 mast arm brackets)	

TOTAL VALUE OF PROJECT: \$18,941.00

ABOVE TO BE USED FOR:

To improve traffic flow and provide a better means of managing traffic at the intersection of Frederick St. and Memorial Blvd. It also eliminates the underground loop wires damaged during the street overlay project.

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.: 7627 dated October 26, 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 supplied by Econolite to work within the Econolite cabinet boxes and work seamlessly with the other Econolite signal equipment.

Funding in CIP C0433 is almost depleted but there is \$15,000 in CIP account C0245 (LED Signal Lights) that can be applied to the appropriate project. The remainder of cost (\$3,061) will come from the General Fund account for standard traffic signal work. The CIP project to replace the LED signal lamps will be put on hold and the lamps will be replaced on an as-needed basis.

EB Deh 11/4/16

Signature / Date

(2) Purchasing Agent:

Recommend approval.

Michelle Hyer 11/4/16

Signature / Date

(3) Finance Manager:

Recommend approval. Necessary funding has been identified for this purchase.

Michelle Hyer 11/4/16

Signature / Date

(4) City Administrator's Recommendation:

Approval

Valeen A. Meen 11/10/16

Signature / Date

Approval For:	
Consent Agenda: X	
New Business:	

Quantity	Description	Value
1	2017 Ford F450 4X4, Automatic, 16,500 GVW with KNAPHEIDE Enclosed Utility Body	\$ 81,852.00
	TOTAL	\$ 81,852.00

To replace 2004 model Collections System Utility Vehicle #525 which currently has approximately 55,000 miles and has \$13,241 of repair charges that have accrued through the years. The vehicle which has reached its useful service life, is a replacement and not an addition to the fleet. Adequate funds are available. The City is piggybacking on the Pennsylvania Department of General Services Bid through COSTARS. (COSTARS is the Commonwealth of Pennsylvania's cooperative purchasing program)

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

[illegible]

Comments

Department Manager (required on all unbudgeted items):

To replace 2004 model Collections System Utility Vehicle #525 which currently has approximately 55,000 miles and has \$13,241 of repair charges that have accrued through the years. The vehicle which has reached its useful service life, is a replacement and not an addition to the fleet. Adequate funds are available. The City is piggybacking on the Pennsylvania Department of General Services Bid through COSTARS. (COSTARS is the Commonwealth of Pennsylvania's cooperative purchasing program)

Joseph W. Miller

Water Operations Manager

November 3, 2016

M. Spiker

Director of Utilities

November 3, 2016

Date

Finance Department:

0

Recommend Approval.

Jason L. Miller

Signature

11/9/2016

Date

Finance Manager:

Recommend approval. Adequate funding was included in FY17 approved budget.

Michelle Hyler

Signature

11/9/16

Date

City Administrator's Recommendation:

Approval

Valery A. Men

Signature

11/10/16

Date



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2016/17

Department: Utilities Division: Wastewater

Vehicle Call #: 525 Model Yr: 2004 Serial #: 1FDXF47PG4EC86979

Make: FORD Model: F450

Vehicle Description: FORD F450 UTILITY TRUCK

Mileage/Hours: 54,928 Repair Costs to Date: \$13,241

of Service Orders: attached Condition: POOR

Reason(s) for Replacement:

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

MECHANICAL ISSUES

Is purchase an addition to the fleet? NO

Reason for addition: _____

Disposition:

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

Salvage Value: \$7,500

Notes:

Prepared By: Joseph Moss Date: 11/7/2016

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

Topic:

Breathing Apparatus - Municipal Emergency Services (Lanham, MD) \$65,527.26

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Breathing_Apparatus.pdf

Description

Breathing Apparatus

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of November 15, 2016**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Fire By: Steve Lohr, Fire Chief
Account Number: 1612001 Account / Project Name: 5379
Budget Amount: 8,000.00 Account Balance: 7,517.97 Year: 17 CIP Control No. _____
Unbudgeted \$: 0.00 Source of Funds: Grant – Assistance to Firefighters (\$75,276.00)

Quantity	Description	Value
102	AV-3000 HT (M), KVLR w/ R BRKT Facepiece	26,805.00
102	EPIC 3 AMP, Single Voice Amplifier	37,294.26
102	S.M. Smith Co. Black Fleece Square Mask Bag	1,428.00

TOTAL VALUE OF PROJECT: 65,527.26

ABOVE TO BE USED FOR:

Replace outdated equipment to meet the new standard – 2015 NFPA

Recommended Vendor:

Business Name: Municipal Emergency Services
Address: 4611 Assembly Drive, Suite G
City, State: Lanham, Maryland
Bid/Proposal/Quote No.: Montgomery County, Maryland contract # 1063738

OTHER VENDORS:

Firm	City/State	Total Amount

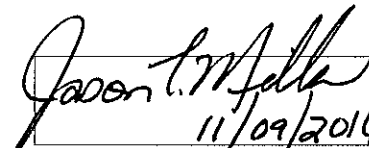
(1) Department Manager

RECOMMEND APPROVAL AS SUBMITTED.
\$6,843. CITY SHARE THROUGH ASSISTANCE TO
FF'S GRANT PROGRAM

 11/9/14
Signature / Date

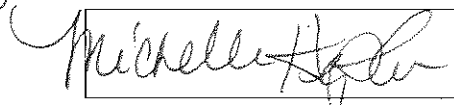
(2) Purchasing Agent:

Recommend Approval.

 11/09/2014
Signature / Date

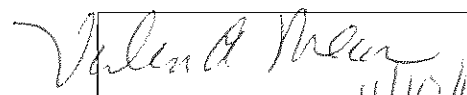
(3) Finance Manager:

Recommend approval. This purchase is primarily
covered with grant awarded last fiscal
year. City match funding was included
in the budget.

 11/9/16
Signature / Date

(4) City Administrator's Recommendation:

Approval

 11/10/16
Signature / Date

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

Topic:

Approval of 2017 and 2018 Pavement Preservation Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2017_pavement_preservation.pdf

Description

2017 and 2018 Pavement
Preservation Program



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 15, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *Rod Tissue*
RE: 2017 and 2018 Pavement Preservation Program

1. Background

In November 2015 the Council endorsed a draft 2017 street list for pavement preservation, and now the City must finalize the 2017 street list and begin to establish a list of streets for pavement preservation in 2018. This would allow utilities to budget for and install main replacements as necessary. In addition, property owners who receive curb and sidewalk notices will have approximately 12 months to complete the required work prior to the 2018 pavement preservation work (see section 5 below).

2. Mayor & Council Action Requested

Staff requests that the Mayor & Council on November 22nd approve the list of streets proposed for pavement preservation in 2017 and tentatively approve the list of streets for pavement preservation in 2018.

3. Pavement Preservation Program

Last year, we completed a "pavement condition" survey that we use to determine future pavement preservation work. In both 2017 and 2018, we plan to mill/overlay, slurry seal, crackfill, and complete random patching based on the results of the pavement conditions survey.

A big factor in selecting streets is the condition of underground utilities and if the respective utility will upgrade prior to paving. We coordinate with the City utilities and Columbia Gas to assure us that their systems are in good condition in the proposed streets.

4. Budget

We will endeavor to budget \$1,200,000 annually for pavement preservation including all paving, milling, slurry seal, patching, crack filling, and pavement markings. If State Highway User Revenue falls short of this, we will postpone streets to stay within budget.

5. Curb & Sidewalk Notices

Staff sends about 75 to 100 "Curb & Sidewalk" notices each year. We endeavor to work with property owners and offer a loan program for owner-occupied properties. Staff will follow the previously established City Code and Council-approved policies to issue Notices to the "2018" streets.

Staff will be available on Tuesday to discuss our Pavement Preservation Program.

Attachment: * 2017 Pavement Preservation list for approval
 * Proposed 2018 Pavement Preservation list for review

c: Jim Bender
 Eric Deike
 Dale Poffenberger
 Dan Poffenberger
 Tim Young
 Mike Spiker

City of Hagerstown Pavement Preservation Program Summer 2017

FINAL – Mill and Overlay Streets *Last revised 11/9/2016*

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
2005	Salem Avenue	West Side Avenue to City Limits	16,116 sy
1989	Marshall Street	Stratford Avenue to Rhode Island Avenue	7,625 sy
1988	Vermont Avenue	Marshall Street to Salem Avenue	2,913 sy
1993	Mill Street	Cannon Avenue to Frederick Street	4,840 sy
1999	Pangborn Boulevard	Mulberry Avenue to Hamilton Run bridge	2,276 sy
1994	West Irvin Avenue	The Terrace to Woodland Way	2,000 sy
1994	Mulberry Avenue	CSXRR to 100' north of McKee Ave	5,490 sy
1983	East Franklin Street	Cleveland Avenue to Cannon Avenue	4,280 sy
1972	"old" Virginia Ave	near Howard Street to dead-end	3,842 sy
1996	Oak Hill Avenue	500' north of Northern Avenue to City Line	3,010 sy
1973	Union Place	Virginia Avenue to Highland Way	<u>635 sy</u>
TOTAL			53,037 SY

FINAL – Slurry Seal Streets

- Eastern Boulevard (Memorial Blvd to Frederick Street)
- Eldridge Drive (Bowman Ave to dead end, after patching)
- Willow Circle both sections
- Others TBD

Note: Other streets that will receive crack filling treatment and isolated patching.

City of Hagerstown Pavement Preservation Program Summer 2018

DRAFT – Mill and Overlay Streets *Last revised 11/9/2016*

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
1993	Reynolds Avenue	Virginia avenue to Summit Avenue	1,775 sy
1993	Highland Way	Union Place to City Park Drive	4,825 sy
1991	Potomac Avenue	CSX Railroad to Oak Hill Avenue	3,750 sy
1970	Snyder Avenue	Virginia Avenue to Noland Drive	2,045sy
1990	Winter Street	Washington Street to Salem Avenue	5,635 sy
1992	Alexander Street	Salem Avenue to Dale Street	4,715 sy
1988	Walnut Street	West Washington Street to Church Street	4,250 sy
1991	East Irvin Avenue	Mealey Pkwy to Valleybrook Drive (include circle)	3,440 sy
1992	North Avenue	North Potomac Street to North Mulberry Street	3,535 sy
1999	Fairchild Avenue	Beechwood Avenue to Pennsylvania Avenue	3,670 sy
1968	Division Avenue	City Line to Westwood Street	2,670 sy
1971	South Street	West Lee Street to Sycamore Street	1,360 sy
1988	Stratford Avenue	Florida Avenue to Salem Avenue	4,565 sy
1989	Wood Street	Jefferson Street to Cleveland Avenue	<u>1,790 sy</u>
TOTAL			48,025 SY

DRAFT – Slurry Seal Streets

Slurry-treated streets will be determined at a later date.

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

Topic:

Traffic Signal Equipment – Econolite (Glen Burnie, MD) \$ 18,941.00

Mayor and City Council Action Required:

Approval of the purchase from Econolite for traffic signal cameras and assorted accessories for the intersection of Frederick St. and Memorial Blvd.

Discussion:

Various Econolite model equipment for intersection traffic control by camera This is known as Autoscope (includes Terra Access Panel, Terra interface panel, TAP cable, serial cable, 4 Encore cameras, 4 mast arm brackets) 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 supplied by Econolite to work within the Econolite cabinet boxes and work seamlessly with the other Econolite signal equipment.

Funding in CIP C0433 is almost depleted but there is \$15,000 in CIP account C0245 (LED Signal Lights) that can be applied to the appropriate project. The remainder of cost (\$3,061) will come from the General Fund account for standard traffic signal work. The CIP project to replace the LED signal lamps will be put on hold and the lamps will be replaced on an as-needed basis.

Financial Impact:

Account Number:	4524000-5594	Account / Project Name:	Signal Controller Upgrades
Budget Amount:	\$20,000	Account Balance:	\$880
		Year:	16/17
		CIP Control No.	C0433
Unbudgeted \$:		Source of Funds:	CIP Fund Balance + General Fund Account

Quantity	Description	Value
1	Various Econolite model equipment for intersection traffic control by camera	\$18,941.00
	This is known as Autoscope	
	(includes Terra Access Panel, Terra interface panel, TAP cable, serial cable,	
	4 Encore cameras, 4 mast arm brackets)	

TOTAL VALUE OF PROJECT: \$18,941.00

Recommendation:

Approval of the purchase from Econolite

Motion:

NA

Action Dates:

Formal approval by council on November 22, 2016

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

Camera_Traffic_Control_Devices_for_Frederick_and_Memorial.pdf

consent agenda for traffic
control cameras for
Frederick and Memorial

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/22/16**

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: \$880 Year: 16/17 CIP Control No. C0433
Unbudgeted \$: _____ Source of Funds: CIP Fund Balance + General Fund Account

Quantity	Description	Value
1	Various Econolite model equipment for intersection traffic control by camera	\$18,941.00
	This is known as Autoscope	
	(includes Terra Access Panel, Terra interface panel, TAP cable, serial cable,	
	4 Encore cameras, 4 mast arm brackets)	

TOTAL VALUE OF PROJECT: \$18,941.00

ABOVE TO BE USED FOR:

To improve traffic flow and provide a better means of managing traffic at the intersection of Frederick St.
and Memorial Blvd. It also eliminates the underground loop wires damaged during the street overlay
project.

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.: 7627 dated October 26, 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 supplied by Econolite to work within the Econolite cabinet boxes and work seamlessly with the other Econolite signal equipment.

Funding in CIP C0433 is almost depleted but there is \$15,000 in CIP account C0245 (LED Signal Lights) that can be applied to the appropriate project. The remainder of cost (\$3,061) will come from the General Fund account for standard traffic signal work. The CIP project to replace the LED signal lamps will be put on hold and the lamps will be replaced on an as-needed basis.

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: Replacement of Vehicle 525 – McCafferty Ford (Mechanicsburg, PA) \$ 81,852.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Agenda Truck 525 Purchase through Co-Stars in the amount of \$81,852.00.

Discussion:

Request approval to replace 2004 model Collections System Utility Vehicle #525 which currently has approximately 55,000 miles and has \$13,241 of repair charges that have accrued through the years. The vehicle which has reached its useful service life, is a replacement and not an addition to the fleet. Adequate funds are available. The City is piggybacking on the Pennsylvania Department of General Services Bid through COSTARS. (COSTARS is the Commonwealth of Pennsylvania's cooperative purchasing program). New purchase is a 2017 Ford F450 4X4, Automatic, 16,500 GVW with KNAPHEIDE Enclosed Utility Body.

Financial Impact:

Acct. # 54-85001-5840-C0004 currently has a balance of \$175,411.00

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 11-22-16

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent_Agenda_Truck_525_Co-Stars_112216.xls

Wastewater
Division Consent
Agenda Truck 525
Co-Stars 112216

Wastewater_Division_Vehicle_Replacement_Form_Vehicle_252_112216.xls

Wastewater
Division Vehicle
Replacement
Form Vehicle 252
112216

Wastewater
Division McCaffrey

Wastewater_Division_McCaffrey_Co_Stars_Bid_Vehicle_525_112216.pdf

Co Stars Bid
Vehicle 525
112216

Wastewater_Division_Vehicle_525_Maintenance_Records_112216.pdf

Wastewater
Division Vehicle
525 Maintenance
Records 112216

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

Originating Department:	Wastewater Department	By:	Joseph Moss
Account Number:	54-85001-5840-C0004	Account/Project Name:	Vehicle Replacement
Account Number:		Account/Project Name:	
Budget Amount:	FY17 \$ 255,000	Account Balance:	\$ 175,441
	FY17 _____	Year:	FY17
		CIP Control No.:	
Unbudgeted:		Account Balance:	_____
		Year:	_____
		CIP Control No.:	
	Source Of Funds: Wastewater Fund		

Quantity	Description	Value
1	2017 Ford F450 4X4, Automatic, 16,500 GVW with KNAPHEIDE Enclosed Utility Body	\$
	TOTAL	\$

To replace 2004 model Collections System Utility Vehicle #525 which currently has approximately 55,000 miles and has \$13,241 of repair charges that accrued through the years. The vehicle which has reached its useful service life, is a replacement and not an addition to the fleet. Adequate funds are available for this purchase. The City is piggybacking on the Pennsylvania Department of General Services Bid through COSTARS. (COSTARS is the Commonwealth of Pennsylvania's cooperative purchasing program)

Business Name: McCafferty Ford

Address: 6320 Carlise Pike

City, State: Mechanicsburg, PA 17050

Bid/Proposal/Quote No.: Pennsylvania Department of General Services Bid - COSTARS APPROVED

[illegible]

Comments

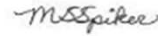
Department Manager (required on all unbudgeted items):

To replace 2004 model Collections System Utility Vehicle #525 which currently has approximately 55,000 miles and has \$13,241 of repair charges that have accrued over the years. The vehicle which has reached its useful service life, is a replacement and not an addition to the fleet. Adequate funds are available. The City is piggybacking on the Pennsylvania Department of General Services Bid through COSTARS. (COSTARS is the Commonwealth of Pennsylvania's cooperative purchasing program)



Water Operations Manager

November 3,



Director of Utilities

November 3,

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

ued through icking on the
2016
2016

0



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2016/17

Department: Utilities Division: Wastewater

Vehicle Call #: 525 Model Yr: 2004 Serial #: 1FDXF47PG4EC86979

Make: FORD Model: F450

Vehicle Description: FORD F450 UTILITY TRUCK

Mileage/Hours: 54,928 Repair Costs to Date: \$13,241

of Service Orders: attached Condition: POOR

Reason(s) for Replacement:

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

MECHANICAL ISSUES

Is purchase an addition to the fleet? NO

Reason for addition: _____

Disposition:

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

Salvage Value: \$7,500

Notes:

Prepared By: Joseph Moss Date: 11/7/2016

Company: CITY OF HAGERSTOWN WASTEWATER
 Contact: DAVID SCRIEVER
 Address: 1 CLEAN WATER CIRCLE
 City, State, Zip: HAGERSTOWN, MD 21740
 Phone #: 301-739-8577
 Cell #: 301-491-7461
 Fax #:
 Email Address: DSCRIEVER@HAGERSTOWNMD.COM

Dealership Information

Al Schock

McCafferty Ford

6320 Carlisle Pike

Mechanicsburg, Pa 17050

Office #: (877) 568-0846

Fax #: (717) 766-8750

Cell #: (717) 816-5161



CO STARS APPROVED

013-114

025-167

026-055

Prepared by:

A.K. 11.03.16.

STOCK

NO

FACTORY ORDER

YES

LOCATE

NO

Units: 1
 Year: 2017

MSRP

\$

52,710.00

Factory Codes

Standard Features - Description

Price

Body:	F4H	F-450 4X4 CHAS/C XL	\$44,131.00
Engine:		6.7L DIESEL V8	
Tranis:		6-SPEED AUTOMATIC	
Pep Pack:	650A	A/C, AM/FM, STER/CLOCK	
Whlbase:	145"		
Ext. Color		OXFORD WHITE	
Int. Color		MEDIUM EARTH GRAY 40/20/40 VINYL	

Additional Factory Options

Price

POWER EQUIPMENT GROUP	
TELESCOPING TT POWER MIRRORS	
SNOW PLOW PREP PACKAGE	
16,500 LB GVWR PACKAGE	
ENGINE BLOCK HEATER	
BRAKE CONTROLLER	
HIGH MOUNT STOP LAMP	
DUAL ALTERNATOR	
REVERSE ALARM	
TRANS POWER TAKE-OFF PROV	
19.5-IN MAX TRACTION WHEELS, 4.10 LTD SLIP REAR AXLE	
MANUAL REGENERATION	
STAINLESS STEEL STEP BARS	\$495.00
DEJANA AS PER ATTACHED	\$37,226.00

Total Cost of Vehicle

\$81,852.00

Tag Fees

Total Selling Price per Vehicle

* Delivery Available

*Municipal Registration Plate Processing Available

Customer Approval

Date:

Dealership Acceptance

Date:

DEJANA

Truck and Utility Equipment

QUOTE



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

QUOTE #	WS000234-2
DATE	11/4/2016

SOLD TO: MCCAFFERTY FORD/MECHANICSBURG
AL SCHOCK
P.O. BOX 7275
6320 CARLISLE PIKE
MECHANICSBURG PA 17050

SHIP TO: MCCAFFERTY FORD/MECHANICSBURG
AL SCHOCK
P.O. BOX 7275
6320 CARLISLE PIKE
MECHANICSBURG PA 17050

Phone: 7177664733
Fax: (717) 766-0355
Email: AASCHOCK@AOL.COM

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

SALESPERSON	REFERENCE	P.O. REQUIRED	QUOTE VALID UNTIL
BOB WESCOTT	CITY OF HAGERSTOWN WASTEWATER	YES	12/4/2016

MAKE:	FORD	MODEL:	F-450	YEAR:	2017	SRW/DRW:	DRW
CAB TO AXLE:	60.0	WHEELBASE:	145.0	VIN:8/31/2016			
STOCK/ORDER NUMBER:	TT			TOTAL WEIGHT (LBS) OF ALL QUOTED ITEMS: 0			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	SUPPLY AND INSTALL ONE SPECIAL KNAPHEIDE KC108H2094J ENCLOSED UTILITY BODY BODY TO HAVE 20" DEEP COMPARTMENTS OVERALL LENGTH: 108" OVERALL HEIGHT: 78" OVERALL WIDTH: 94" FLOOR WIDTH: 54" RECESSED LED TAIL LIGHTS MASTERLOCKING SYSTEM ONE REAR ACCESS DOOR ON THE REAR STREET SIDE OF BODY TOP KC 94" GALVA GRIP STEP BUMPER CLASS V RECEIVER HITCH 7 WIRE "RV" STYLE FLAT PIN TRAILER RECEPTACLE BACKUP ALARM LV1 - COMPARTMENT TO INCLUDE TWO ADJUSTABLE DIVIDER SHELVES LH - COMPARTMENT TO INCLUDE ONE ADJUSTABLE DIVIDER SHELF LV2 - COMPARTMENT TO INCLUDE 6 DRAWER C-TECH DRAWER UNIT. DRAWER UNIT TO INCLUDE 3-3", 2-5" AND 1-7" DRAWERS. RV1 - COMPARTMENT OPEN FOR ELECTRICAL COMPONENTS LISTED BELOW. RH - COMPARTMENT TO INCLUDE TWO ADJUSTABLE DIVIDER SHELVES		

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	RV2 - COMPARTMENT TO REMAIN OPEN TWO INTERIOR DOME LIGHTS WITH SWITCH AT REAR INSTALLED AND PAINTED WHITE SUPPLY AND INSTALL THREE ECCO 5315A MINI LIGHT BARS, ONE ON THE FRONT OF THE BODY AND ONE EACH SIDE AT THE REAR OF THE BODY. KEEP LIGHTS BELOW ROOF LINE. SUPPLY AND INSTALL SIX (6) AMBER LED SURFACE MOUNT STROBE LIGHTS, ONE (1) EACH SIDE OF GRILL, ONE (1) ON EACH SIDE OF BODY, HIGH FRONT AND ONE (1) EACH SIDE OF BODY HIGH REAR. RELOCATE THE DEF TANK TO THE OUTSIDE OF THE STREET SIDE FRAME RAIL TO ACCOMMODATE THE INSTALLATION OF THE UNDERDECK GENERATOR. SUPPLY AND INSTALL ONE VANAIR 10 KW, TEFC, 120/240 VOLT UNDERDECK GENERATOR. SUPPLY AND INSTALL ONE LIVE DRIVE TRANSFER CASE UNIT TO ENABLE GENERATOR TO BE INSTALLED ON A 4X4 CHASSIS. ONE CHELSEA HOT SHIFT PTO WITH APPROPRIATE SHAFING. INSTALL BREAKER PANEL AND CONTROLS FOR THE GENERATOR IN THE RV1 COMPARTMENT. IN ADDITION INSTALL ONE REELCRAFT 120 VOLT CABLE REEL TO INCLUDE 50' OF 12 GAUGE CORD WITH A DUPLEX OUTLET BOX WITH GFCI OUTLET. AT THE CURBSIDE REAR INSTALL TWO (2) OUTLETS, ONE (1) 120 VOLT GFCI DUPLEX AND ONE (1) 30 AMP, 240 VOLT TWIST LOCK. SUPPLY AND INSTALL AT THE REAR OF THE BODY, IN A LOCATION TO BE DETERMINED, ONE 12 VOLT POWER STRIP TO POWER CUSTOMERS ACCESSORIES. DELIVER UNIT UPON COMPLETION.		
1	DEJANA TO SPRAY LINE THE LOAD SPACE OF THE KC BODY.		

SUBTOTAL	\$37,226.00
DISCOUNT	\$0.00
SALES TAX	\$0.00
TOTAL	\$37,226.00

Suggested Items:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	ADD TO QUOTE
				Yes / No

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

Quote #**WS000234-2**

Accepted by:		Date:		PO#:	
Please Fill In All Truck Information					
Dejana Pool Chassis <input type="checkbox"/>		Dealer Chassis <input type="checkbox"/>		Dealer Drop Ship Chassis <input type="checkbox"/>	
Make _____		Model _____		Color _____	
Stock # _____		Factory Order # _____		VIN _____	
Ready for Pickup (if dealer chassis) Yes <input type="checkbox"/> No <input type="checkbox"/>					

IF DEALER CHASSIS, PLEASE ATTACH DORA/SPEC SHEET OR FACTORY INVOICE.

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

Notes:

Central Maintenance Charges

Vehicle Number 005759

Period(s) ?*

11/07/2016

page 1

Date	Track #	line Identifier	Quantity	Amount
Vehicle 005759 2004 F-450 FORD				
Call 525				
06/21/2004	CM57590426	0003 L03637	1.00000	30.23
		Paul M Yeager		
		Vehicle & Equip. Maint. Mech		
06/25/2004	CM57590426	0004 E	1.00000	23.19
		HAGERSTOWN AUTO 600618-157		
		755-1505 WIRE KIT		
06/25/2004	CM57590426	0005 E	1.00000	6.39
		HAGERSTOWN AUTO 600618-157		
		765-2950 STRBRT LIQ ELEC		
06/25/2004	CM57590426	0006 L03283	5.50000	195.41
		George E. Kearns, Jr.		
		Vehicle Maintenance Mechanic		
----- period 2004-12 ----->				255.22
----- year 2004 ----->				255.22
07/21/2004	CM57590430	0004 E	1.00000	52.50
		WILBAR TRUCK 600966-4		
		15707 SEAL KIT		
07/21/2004	CM57590430	0003 E	1.00000	35.99
		WILBAR TRUCK 600966-4		
		15194 COVER + SEAL ASSY		
----- period 2005-01 ----->				88.49
08/02/2004	CM57590432	0007 E	2.00000	17.20
		WILBAR TRUCK 600966-9		
		15134 FLUID, MEYER		
08/02/2004	CM57590432	0006 PCG0683	2.00000	.71
		FUSE ATO-15 7559-A		
08/02/2004	CM57590432	0005 PCG6468	1.00000	1.73
		FUSE HOLDER 7448		
08/02/2004	CM57590432	0004 PCG4494	10.00000	1.80
		TERMINAL ELEC. 23027		
		SPADE 16-14 STUD 4-6		
08/02/2004	CM57590432	0003 PCG6459	5.00000	2.55
		FUSE MINI AMP-15 7376		
----- period 2005-02 ----->				23.99
01/12/2005	CM57590503	0003 PCG6955	1.00000	18.87
		OIL FILTER #LP2017		
01/12/2005	CM57590503	0004 PCG0005	1.00000	1.47
		WINDSHIELD SOLVENT YEAR ROUND		
01/12/2005	CM57590503	0005 PCG0993	15.00000	21.12
		OIL CHEVRON DELO 400 15W-40		

Central Maintenance Charges

Vehicle Number 005759

Period(s) ?*

11/07/2016

page 2

Date	Track #	line Identifier	Quantity	Amount
01/12/2005	CM57590503	0006 L03637 Paul M Yeager Vehicle & Equip. Maint. Mech	1.00000	31.00
01/20/2005	CM57590504	0003 E AUTO ELECTRIC C7-71 ME22154 TOUCH PAD	1.00000	224.98
01/20/2005	CM57590504	0004 L03283 George E. Kearns, Jr. Vehicle Maintenance Mechanic	1.50000	53.29
----- period 2005-07 ----->				350.73
03/31/2005	CM57590514	0003 E T & R TIRES C9-106 225/70R19.5 TIRE	1.00000	212.21
03/31/2005	CM57590514	0004 E T & R TIRES C9-106 DISPOSAL & RECYCLE FEES	1.00000	3.40
----- period 2005-10 ----->				215.61
05/16/2005	CM57590521	0003 E TRUCK ENTER. C11-70 DOT INSPECTION & REPAIRS	1.00000	128.70
----- period 2005-12 ----->				128.70
----- year 2005 ----->				807.52
01/23/2006	CM57590605	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.50000	51.60
----- period 2006-07 ----->				51.60
01/20/2006	CM57590604	0003 PCG6955 OIL FILTER #LP2017	1.00000	6.46
01/20/2006	CM57590604	0004 PCG0993 OIL CHEVRON DELO 400 15W-40	15.00000	21.24
01/20/2006	CM57590604	0005 PCG1354 TRANSMISSION FLUID	1.00000	1.19
----- period 2006-08 ----->				28.89
03/16/2006	CM57590612	0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	1.50000	50.20
03/16/2006	CM57590612	0004 PCG5790 HEADLAMP H6054 HALOGEN	1.00000	17.89
----- period 2006-09 ----->				68.09
----- year 2006 ----->				148.58

Central Maintenance Charges

Vehicle Number 005759

Period(s) ?*

11/07/2016

page 3

Date	Track #	line Identifier	Quantity	Amount
08/31/2006	CM57590636	0003 L03637 Paul M Yeager	1.00000	75.96
08/31/2006	CM57590636	0004 PCG0993 Veh & Equip. Maint. Mech II OIL CHEVRON DELO 400 15W-40	15.00000	25.29
08/31/2006	CM57590636	0006 PCG0005 WINDSHIELD SOLVENT YEAR ROUND		
08/31/2006	CM57590636	0007 PCG6955 OIL FILTER #LP2017	1.00000	9.81
----- period 2007-03 ----->				111.06
02/07/2007	CM57590707	0003 PCG1019 PIN 08562 SNOWPLOW (OLD#9120)	2.00000	10.24
02/12/2007	CM57590708	0003 L03790 Scott G Kiser	3.00000	206.51
02/13/2007	CM57590708	0004 PCG6177 Veh. & Equip. Maint. Mech III STRAPS RUBBER 2045 32"	3.00000	6.14
----- period 2007-08 ----->				222.89
04/05/2007	CM57590715	0003 L03637 Paul M Yeager	2.00000	151.93
04/05/2007	CM57590715	0004 PCG6955 Veh & Equip. Maint. Mech II OIL FILTER #LP2017	1.00000	10.81
04/05/2007	CM57590715	0005 PCG7000 15W40 MOTOR OIL (BULK)	15.00000	24.24
04/05/2007	CM57590715	0007 PCG6959 L4604F FUEL FILTER	1.00000	34.63
----- period 2007-10 ----->				221.61
06/22/2007	CM57590726	0003 L03637 Paul M Yeager	1.50000	113.95
06/22/2007	CM57590726	0004 PCG7000 Veh & Equip. Maint. Mech II 15W40 MOTOR OIL (BULK)	15.00000	24.20
06/22/2007	CM57590726	0005 PCG6955 OIL FILTER #LP2017	1.00000	10.17
06/22/2007	CM57590726	0006 PCG2428 GREASE RED #21409	1.00000	5.36
----- period 2007-12 ----->				153.68
----- year 2007 ----->				709.24

Central Maintenance Charges

Vehicle Number 005759

Period(s) ?*

11/07/2016

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Date	Track #	line Identifier	Quantity	Amount
12/06/2007	CM57590750	0003 PCG7010 WIPER BLADE # 60-021-1	2.00000	13.02
		----- period 2008-06 ----->		13.02
12/27/2008	CM57590801	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	2.00000	110.86
12/27/2008	CM57590801	0004 PCG7000 15W40 MOTOR OIL (BULK)	15.00000	26.66
12/27/2008	CM57590801	0005 PCG6955 OIL FILTER #LP2017	1.00000	11.77
12/27/2008	CM57590801	0006 PCG7044 AIR FILTER HOUSING # 4490	1.00000	80.04
01/07/2008	CM57590803	0003 E HAGERSTOWN FORD C7-19 5C3Z-7210-AA LEVER-TRANSM	1.00000	41.26
01/07/2008	CM57590803	0004 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	2.00000	114.87
01/07/2008	CM57590803	0005 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	2.00000	114.87
01/17/2008	CM57590804	0003 E T & R TIRES C7-72 FLAT REPAIR	1.00000	18.00
		----- period 2008-07 ----->		518.33
02/25/2008	CM57590810	0003 E T & R TIRES C8-98 SERVICE CALL	1.00000	65.00
02/25/2008	CM57590810	0004 E T & R TIRES C8-98 FUEL SURCHARGE	1.00000	10.00
02/25/2008	CM57590810	0005 E T & R TIRES C8-98 225/70R19.5 TIRES	2.00000	380.30
02/25/2008	CM57590810	0006 E T & R TIRES C8-98 DISPOSAL & RECYCLE FEES	2.00000	7.60
02/25/2008	CM57590810	0007 E T & R TIRES C8-98 DISMOUNT & MOUNT	2.00000	36.00
03/24/2008	CM57590814	0003 E AUTO ELECTRIC C9-87 JN410-14050 STARTER	1.00000	289.00
03/24/2008	CM57590814	0004 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	3.00000	172.31

Central Maintenance Charges

Vehicle Number 005759

Period(s) ?*

11/07/2016

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Date	Track #	line Identifier	Quantity	Amount
03/20/2008	CM57590813	0003 E BLUE GRAY C9-86 TOWING	1.00000	162.50
06/27/2008	CM57590827	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.50000	83.15
		----- period 2008-09 ----->		1,122.71
		----- period 2008-12 ----->		83.15
		----- year 2008 ----->		1,737.21
06/27/2008	CM57590827	0004 E HAGERSTOWN AUTO C12-113 9490 AIR FILTER	1.00000	17.90
07/08/2008	CM57590829	0003 E AUTO ELECTRIC C1-27 MCGLV8412RM ALTERNATOR	1.00000	223.06
07/08/2008	CM57590829	0004 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	4.00000	211.26
07/08/2008	CM57590829	0005 PCG6933 BATTERY, 7 YR TOP POST	2.00000	203.02
07/08/2008	CM57590829	0006 PCG5641 CLEANER BRAKE	2.00000	11.51
07/08/2008	CM57590829	0007 PCG4716 SCREW METAL 31861 SLOTTED 10 X 5/8	6.00000	.42
06/27/2008	CM57590827	0005 PCG7000 15W40 MOTOR OIL (BULK)	15.00000	29.30
06/27/2008	CM57590827	0006 PCG6953 OIL FILTER # P3244	1.00000	6.12
06/27/2008	CM57590827	0007 PCG7004 WINDOW SOLVENT (BULK)	1.00000	1.93
10/03/2008	CM57590841	0003 E HAGERSTOWN FORD C4-16 4C3Z-13K359-AAA SWITCH ASY D	1.00000	56.06
10/02/2008	CM57590841	0004 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.00000	59.80
10/03/2008	CM57590841	0005 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.50000	89.70
		----- period 2009-04 ----->		205.56

Central Maintenance Charges

Vehicle Number 005759

Period(s) ?*

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Date	Track #	line Identifier	Quantity	Amount
12/09/2008	CM57590851	0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	2.00000	125.12
12/09/2008	CM57590851	0004 PCG6642 BLADE WIPER 357-160, 29-16	2.00000	12.91
----- period 2009-08 ----->				138.03
----- year 2009 ----->				1,048.11
005759 call(525)				4,705.88

Vehicle Total for Periods ?*

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4,705.88
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City of Hagerstown
Repair Order History

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525 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
21937		5/4/2016		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$138.58	\$138.58
		DOT INSPECTION					
		Totals For 21937			\$0.00	\$138.58	\$138.58

21294		1/13/2016	52,130 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$54.85	\$68.61	\$123.46
		PERFORM B-PM.					
		Totals For 21294			\$54.85	\$68.61	\$123.46

20886		10/29/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$97.03	\$261.12	\$358.15
		REPLACED TURBO HOSE					
		Totals For 20886			\$97.03	\$261.12	\$358.15

19844		6/1/2015		Mitch Leizear			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$34.81	\$93.36	\$128.17
		DOT inspection Changed fuel filters					
		Totals For 19844			\$34.81	\$93.36	\$128.17

19629		4/24/2015		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$586.63	\$627.22	\$1,213.85
		Replaced rear rotors and pads Replaced fuel filters					
		Totals For 19629			\$586.63	\$627.22	\$1,213.85

19335		3/10/2015	49,173 Miles	Paul Yeager			
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City of Hagerstown
Repair Order History

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525 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	PMS-000-000	\$55.72	\$59.80	\$115.52	
	PERFORM B-PM.REPLACE BAD MARKER LIGHT AND PLUG.						
		Totals For 19335		\$55.72	\$59.80	\$115.52	

17761	6/9/2014 46,324 Miles		Scott Kiser				
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Dot inspection	MSC-000-000	\$0.00	\$131.34	\$131.34	
	DOT Inspection. Repair wiring for marker light.						
		Dot inspection	PMS-000-000	\$53.23	\$65.67	\$118.90	
	B-Maint.						
		Totals For 17761		\$53.23	\$197.01	\$250.24	

17486	4/23/2014		T&R Tire				
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	017-000-000	\$115.00	\$0.00	\$115.00	
		Totals For 17486		\$115.00	\$0.00	\$115.00	

16601	11/21/2013		Paul Yeager				
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	92H-000-000	\$382.71	\$179.40	\$562.11	
	REBUILD PLOW PUMP.						
		Totals For 16601		\$382.71	\$179.40	\$562.11	

16495	11/7/2013 43,549 Miles		Paul Yeager				
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	PMS-000-000	\$79.53	\$0.00	\$79.53	
	PERFORM B-PM. REPLACE FUEL FILTERS						
		Totals For 16495		\$79.53	\$0.00	\$79.53	

15846	7/16/2013		Scott Kiser				
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City of Hagerstown
Repair Order History

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525 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	001-000-000	\$4.08	\$65.67	\$69.75	
	Charge a/c tighten schrader valve low side.						
		Totals For 15846		\$4.08	\$65.67	\$69.75	

15792

Vendor (Invoice)	7/9/2013 41,881 Miles	Scott Kiser					
	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Dot inspection	001-000-000	\$5.10	\$32.84	\$37.94	
	Recharge a/c system.						
		Dot inspection	MSC-000-000	\$0.00	\$131.34	\$131.34	
	DOT Inspection.						
		Totals For 15792		\$5.10	\$164.18	\$169.28	

15346

Vendor (Invoice)	4/22/2013	Daniel Craigie					
	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	001-000-000	\$4.08	\$114.04	\$118.12	
	Cahrged and checked ac system. added dye						
		Totals For 15346		\$4.08	\$114.04	\$118.12	

15475

Vendor (Invoice)	4/5/2013	MCCarthy Tires					
	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	015-000-000	\$422.87	\$0.00	\$422.87	
		Totals For 15475		\$422.87	\$0.00	\$422.87	

15159

Vendor (Invoice)	3/26/2013	Scott Kiser					
	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
		Routine Work	26H-000-000	\$21.00	\$197.01	\$218.01	
	Remove transmission pan. Replace temp sensor.						
		Totals For 15159		\$21.00	\$197.01	\$218.01	

15148

	3/26/2013 40,574 Miles	Paul Yeager					
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City of Hagerstown
Repair Order History

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525 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$44.73	\$119.60	\$164.33
		PERFORM B-PM. TAKE TO MCCARTHY FOR TIRE REPAIR.					
			Totals For 15148		\$44.73	\$119.60	\$164.33

14291		10/22/2012		Hagerstown Ford			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$14.28	\$0.00	\$14.28
			Totals For 14291		\$14.28	\$0.00	\$14.28

14245		10/17/2012		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$179.03	\$197.01	\$376.04
		Check for no power and smoking. Found egr valve stuck open. Cleared codes. Road tested.					
			Totals For 14245		\$179.03	\$197.01	\$376.04

13763		8/7/2012 38,520 Miles		Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	\$27.34	\$131.34	\$158.68
		DOT Inspection					
			Totals For 13763		\$27.34	\$131.34	\$158.68

13487		6/12/2012		Hagerstown Ford			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	\$410.57	\$0.00	\$410.57
			Totals For 13487		\$410.57	\$0.00	\$410.57

City of Hagerstown
Repair Order History

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525 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
13445		6/5/2012	37,746 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$45.06	\$59.80	\$104.86
		PERFORM B-PM.					
			Totals For 13445		\$45.06	\$59.80	\$104.86

12684

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
	1/17/2012		Routine Work	26H-000-000	\$40.84	\$131.34	\$172.18
		Check for tow haul light on. Found shifter lever defective. Replaced					
			Totals For 12684		\$40.84	\$131.34	\$172.18

11971

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
	9/7/2011		Dot inspection	016-000-000	\$0.00	\$361.19	\$361.19
		Install upper and lower ball joints both sides					
			Dot inspection	MSC-000-000	\$329.97	\$131.34	\$461.31
		DOT Inspection					
			Dot inspection	PMS-000-000	\$44.12	\$131.34	\$175.46
		B-Maint					
			Totals For 11971		\$374.09	\$623.87	\$997.96

10769

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
	2/8/2011		Routine Work	017-000-000	\$578.88	\$0.00	\$578.88
		RESLEY TIRES					
			Totals For 10769		\$578.88	\$0.00	\$578.88

City of Hagerstown
Repair Order History

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525 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor		
10724		1/31/2011		MARYLAND METALS		
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Routine Work	92H-000-000	\$150.70	\$0.00	\$150.70
Totals For 10724				\$150.70	\$0.00	\$150.70
10681		1/20/2011		T&R Tire		
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Routine Work	017-000-000	\$0.00	\$25.00	\$25.00
	FLAT REPAIR					
Totals For 10681				\$0.00	\$25.00	\$25.00
10353		12/1/2010 32,003 Miles		Paul Yeager		
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Routine Work	PMS-000-000	\$84.32	\$89.70	\$174.02
	PERFORM B-PM. REPLACE FUEL FILTERS.					
Totals For 10353				\$84.32	\$89.70	\$174.02
10135		10/27/2010 31,475 Miles		Scott Kiser		
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Dot inspection	MSC-000-000	\$113.82	\$131.34	\$245.16
	DOT Inspection and repairs					
Totals For 10135				\$113.82	\$131.34	\$245.16
08442		1/21/2010 28,599 Miles		Paul Yeager		
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Routine Work	PMS-000-000	\$150.50	\$83.15	\$233.65
	PERFORM B-PM. REPLACE HEADLAMP SWITCH.					
Totals For 08442				\$150.50	\$83.15	\$233.65
07979		11/3/2009 27,731 Miles		Scott Kiser		

City of Hagerstown
Repair Order History

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525 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor		
Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Dot inspection	013-000-000	\$0.00	\$49.86	\$49.86
	Replace front and rear brake pads.					
		Dot inspection	MSC-000-000	\$99.66	\$99.72	\$199.38
	DOT Inspection.					
		Totals For 07979		\$99.66	\$149.58	\$249.24

07690

Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Routine Work	017-000-000	\$225.54	\$0.00	\$225.54
		Totals For 07690		\$225.54	\$0.00	\$225.54

06172

Vendor (Invoice)	Date Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
		Routine Work	PMS-000-000	\$79.93	\$83.15	\$163.08
	PERFORM B-PM. CHANGE FUEL FILTERS.					
		Totals For 06172		\$79.93	\$83.15	\$163.08

Totals \$4,535.93 \$3,990.88 \$8,526.81

Grand Totals \$4,535.93 \$3,990.88 \$8,526.81

+ 4,705.88

\$ 13,232.69

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

Topic:

Approval of an Ordinance: License Agreement with Chic's Seafood

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Ordinance -
_License_with_Owner_of_Chic_s_Seafood_to_Install_Photo_Murals.pdf

Description

Motion - Ordinance
License Agreement
with Chic's Seafood

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 22, 2016

TOPIC: Approval of an Ordinance: License with owner of Chic's Seafood to Install Photo Murals

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

MOTION: I hereby move for the approval of an Ordinance authorizing the execution of a License Agreement to permit the City of Hagerstown to create and maintain photo murals in connection with the Hagerstown Cultural Trail along the Lee Street side of the property at 300 Summit Avenue.

Date of Introduction: 11/15/2016

Date of Passage: 11/22/2016

Effective Date: 12/23/2016

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND ERNEST H. SCHUHLY TO PERMIT THE CITY OF HAGERSTOWN TO CREATE AND MAINTAIN A PHOTO MURAL IN CONNECTION WITH THE HAGERSTOWN CULTURAL TRAIL.

RECITALS

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City intends to create and maintain a public photo mural for the enjoyment, and benefit the public in connection with the adjacent Hagerstown Cultural Trail being developed by the City of Hagerstown; and

WHEREAS, the proposed location of said photo mural is on a concrete wall located on the property owned by Ernest H. Schuhly and Doris C. Schuhly; and

WHEREAS, in order to create and maintain the photo mural it is necessary for the City of Hagerstown to acquire certain rights with respect to the proposed property, which rights are further described in the attached License Agreement and further depicted on Exhibits "A" and "B"; and

WHEREAS, Ernest H. Schuhly has generously offered to grant the City an easement on the concrete wall on his property for the creation and maintenance of the photo mural; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into this License Agreement;

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

1. That the Mayor be and is hereby authorized to execute and deliver the License Agreement between the City and Ernest H. Schuhly, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: November 15, 2016
Date of Passage: November 22, 2016
Effective Date: December 23, 2016

PREPARED BY:
SALVATORE & BOYER
CITY ATTORNEY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made as of this _____ day of _____, 2016, by and between Ernest H. Schuhly hereinafter referred to as "Grantor", and the City of Hagerstown, a Maryland Municipal Corporation, hereinafter referred to as "Grantee."

WHEREAS, by virtue of a deed dated September 30, 1983 and recorded among the land records for Washington County, Maryland at Liber 756, folio 905, Grantor is the co-owner of certain real estate known as 300 Summit Avenue, Hagerstown, Washington County, Maryland, said property being more particularly described and depicted in the attached Exhibit A, which exhibit is incorporated herein by reference (the "Property"); and

WHEREAS, the Property is improved with an existing concrete wall (hereinafter the "Wall"); and

WHEREAS, Grantor has agreed to permit Grantee to utilize the Wall to create and maintain photo murals on the Lee Street side thereof for the use, enjoyment, and benefit of the public in connection with the adjacent Hagerstown Cultural Trail developed by the Grantee; and

WHEREAS, in order to create and maintain the photo murals it is necessary for Grantee to acquire certain rights with respect to the Property, which rights are described hereinafter and the extent thereof further depicted on Exhibit "A"; and

WHEREAS, Grantor has agreed to grant the said license;

NOW, THEREFORE, THIS LICENSE AGREEMENT WITNESSETH:

That the foregoing recitals be and are incorporated herein as if restated verbatim.

That for and in consideration of the above premises, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee a license as follows:

GRANTOR DOES GRANT unto Grantee a license in and the right to use that portion of Grantor's Property shown on and to the extent depicted in Exhibit "A", limited to the Lee Street side of the Wall for the creation and maintenance of photo murals.

AND GRANTOR DOES FURTHER GRANT unto Grantee a license in and the right to use a certain area of Grantor's Property adjacent to the aforementioned Wall (the "Access Area") from time to time as reasonably necessary in order to create, repair, access, maintain, and restore

the photo mural or murals, which Access Area is more particularly shown on Exhibit "A" and consists of 366 square feet, more or less. The Grantee will restore the Access Area to its original condition after any instance of Grantee's use thereof. Grantor will continue to be responsible for day to day routine maintenance of the Access Area.

AND GRANTEE AND GRANTOR do hereby covenant and agree that the granting of this license is subject to the following additional rights and obligations:

1. Grantor will permit Grantee, its employees, agents, contractors and artists to install photo murals on site in accordance with the design and techniques approved by Grantor in advance, and to thereafter install succeeding photo murals in the Grantee's discretion.

2. Grantor will allow the murals to remain unchanged and unobstructed and will not permit new construction, landscaping or other improvements on the property that will obstruct the view of the photo murals.

3. Grantee at its sole cost and expense, and upon reasonable notice to Grantor, shall ensure that the photo murals are cleaned periodically as needed. In addition, if necessary as a result of degradation, graffiti or damage to the photo murals, Grantee will provide for the removal, repair and replacement, all at the Grantee's sole cost and expense. All such work shall occur within the Access Area.

4. Grantee may, at its sole cost and expense, clean, power wash and repair the Wall with in-kind materials as necessary to facilitate the installation of the photo murals as depicted on attached Exhibit B. Grantee will not make any repairs to the Wall after the initial work without the express written permission of Grantor.

5. Grantor may, in his sole discretion, terminate this License Agreement in writing upon ninety (90) days notice to the Grantee.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day, month and year first above-written.

ATTEST:

CITY OF HAGERSTOWN

DONNA SPICKLER, CITY CLERK

DAVID S. GYSBERTS, MAYOR (SEAL)

WITNESS:

GRANTOR

[Signature]

Ernest H. Schuhly (SEAL)
Ernest H. Schuhly

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

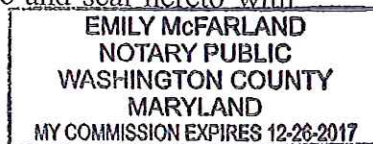
I hereby certify that on the 8 day of NOVEMBER, 2016, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared Ernest H. Schuhly, Grantor and affixed his signature and seal hereto with full authority to do so.

WITNESS my hand and seal:

NOTARY SEAL

Emily McFarland

Notary Public
My Commission Expires:



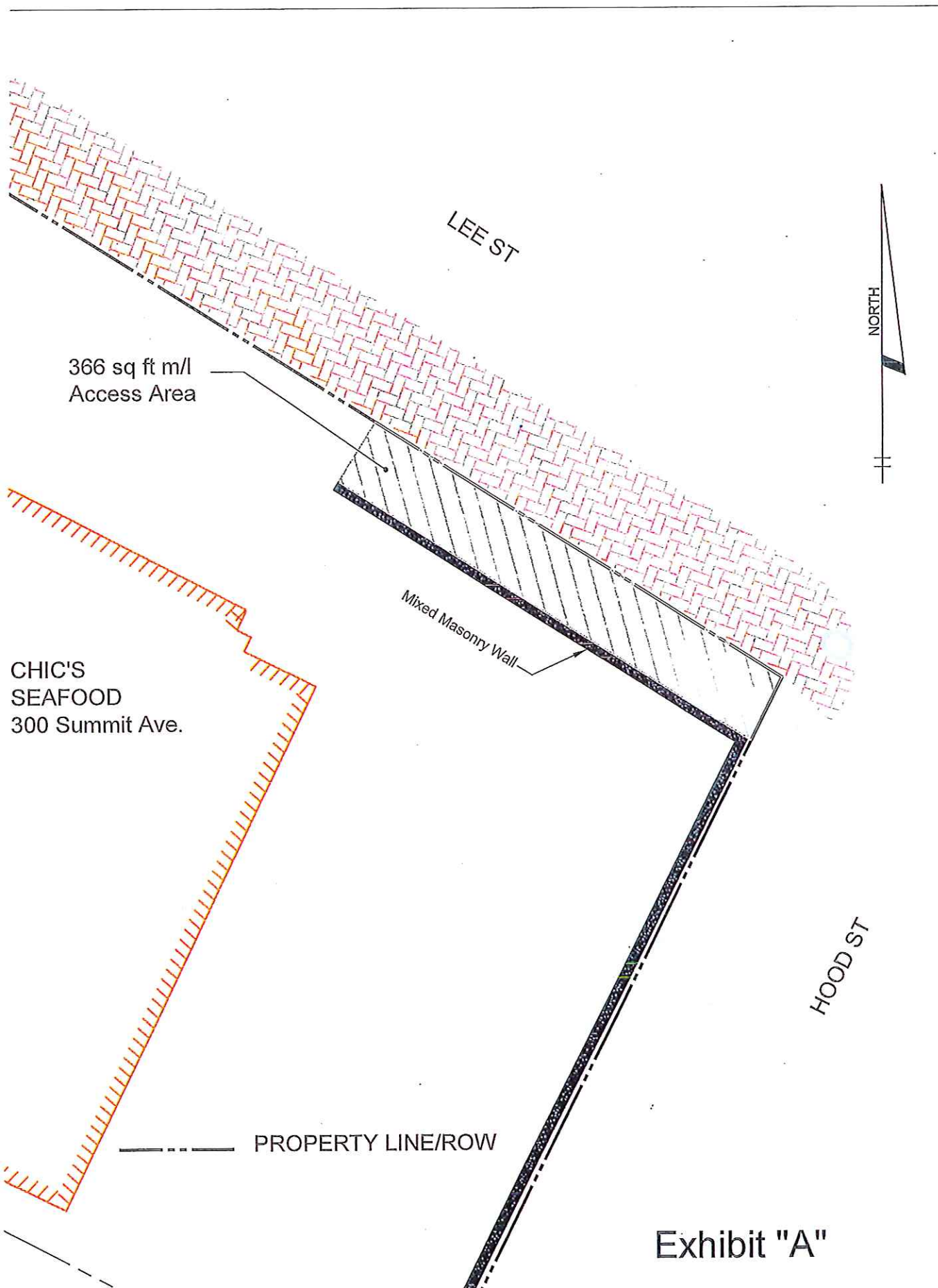
STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the _____ day of _____, 2016, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared David S. Gysberts, Mayor of the City of Hagerstown, Maryland, a Maryland Municipal Corporation, party to the within License Agreement, and he acknowledged the same to be the act of said Grantee.

WITNESS my hand and seal:

NOTARY SEAL

Notary Public
My Commission Expire



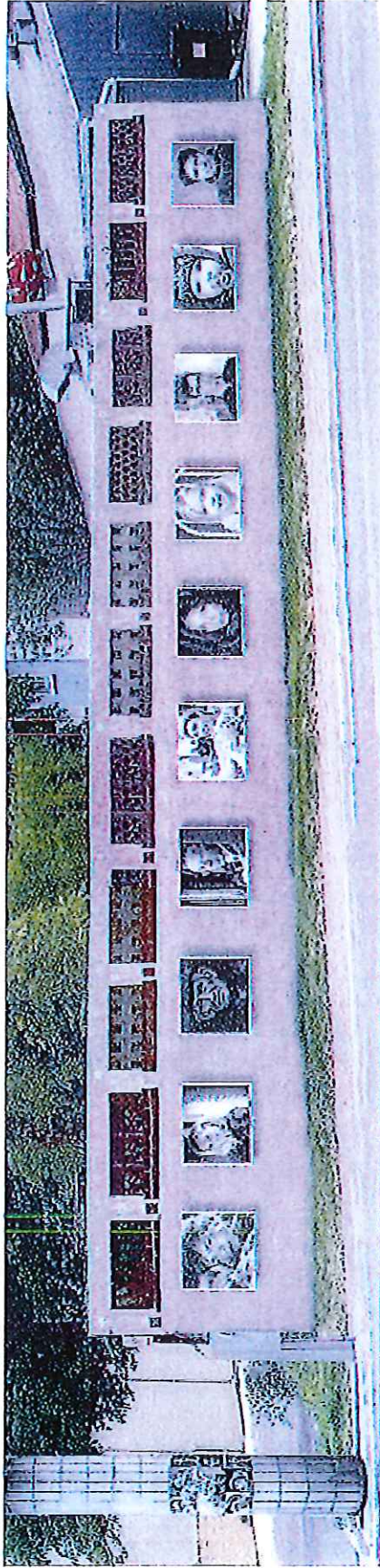


EXHIBIT B: Photo Simulation of "Portraits of Hagerstown"

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

Topic:

Approval of an Ordinance: Authorizing the Sale of Property Located at 43-53 West Washington Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and Council to approve an Ordinance authorizing the sale of City-owned property located at 43-53 West Washington Street to Hager 5, LLC for the sum of \$150,000. The sale will provide the opportunity for \$1.5 million of private investment and redevelopment on West Washington Street. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

Action Dates:

DATE OF INTRODUCTION:	11/15/2016
DATE OF PASSAGE:	11/22/2016
EFFECTIVE DATE:	12/23/2016

ATTACHMENTS:

File Name

MOTION_Approval_of_Ordinance_for_43-53_washington_Street_Sale.pdf

Description

Approval of an Ordinance:
Authorizing the Sale of
Property Located at 43-53
West Washington Street

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 22, 2016

TOPIC: Approval of an Ordinance: Authorizing the Sale of Property Located
at 43-53 West Washington Street

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

MOTION: I hereby move for the Mayor and Council to approve an Ordinance authorizing the sale of City-owned property located at 43-53 West Washington Street to Hager 5, LLC for the sum of \$150,000. The sale will provide the opportunity for \$1.5 million of private investment and redevelopment on West Washington Street. The sale will be in accordance with all terms and conditions outlined in the attached Purchase Agreement.

DATE OF INTRODUCTION:	11/15/2016
DATE OF PASSAGE:	11/22/2016
EFFECTIVE DATE:	12/23/2016

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE SALE
OF A PROPERTY KNOWN AS
43 – 53 WEST WASHINGTON STREET, HAGERSTOWN, MARYLAND AND
AUTHORIZING EXECUTION AND DELIVERY OF A
PURCHASE AGREEMENT BETWEEN THE CITY AND HAGER 5, LLC**

RECITALS

WHEREAS, The City owns a property located at 43 – 53 West Washington Street in Hagerstown, Maryland (hereinafter the “Property”); and

WHEREAS, the City acquired the Property pursuant to Chapter 235, *Urban Renewal* of the City Code, with the intent to dispose of the Property to facilitate redevelopment, renovation or rehabilitation thereof due to its blighted condition; and

WHEREAS, Hager 5, LLC has submitted a redevelopment proposal for the Property, which proposal has been approved and recommended by City staff; and

WHEREAS, public notice of this proposed conveyance was provided on November 2, 2016; and

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

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council find that the Property is not needed for any public purpose.
3. That the sale of the Property pursuant to the terms of the attached Purchase Agreement is hereby approved.
4. That the Mayor be and is hereby authorized to execute and deliver the Purchase Agreement with Hager 5, LLC, a copy of which is attached hereto and incorporated herein by reference.
5. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid Purchase Agreement.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

David S. Gysberts, Mayor

Date of Introduction: November 15, 2016
Date of Passage: November 22, 2016
Effective Date: December 23, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2016 (the "Effective Date"), by Hager 5, LLC, ("Buyer"), or its permitted assignee or designee, and The City of Hagerstown, a Maryland municipal corporation ("Seller").

RECITALS

A. Seller is the owner in fee simple of certain property consisting of 2 parcels of land located in Hagerstown, Maryland known as 43 – 53 West Washington Street and identified in a Deed from Hagerstown Table Corporation to Seller dated April 24, 2013 and recorded at Liber 4522, folio 305 among the land records of Washington County, Maryland. A legal description of the Property is attached hereto as Exhibit A, including, without limitation, all easements, covenants and other rights appurtenant to such land and any land lying in the bed of any street, road, avenue or alley adjoining such land which may be described and included in Exhibit A (the "Real Property"); (ii) all buildings, structures, garages and any other improvements situated on such land (the "Improvements") The foregoing Real Property and Improvements are collectively referred to herein as the "Property".

B. Seller has agreed to sell the Property to Buyer, and Buyer has agreed to purchase the Property from Seller, under all of the terms set forth herein.

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated herein by reference as a substantive part of this Agreement.

2. Purchase and Sale of the Property. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property in accordance with the terms of this Agreement. Buyer and Seller agree that the parties mutual cooperation and compliance with the additional terms and conditions stated in Exhibit B is a material part of this Agreement and are hereby incorporated herein and made a part hereof.

3. Purchase Price; Terms of Payment; Duties of Escrow Agent.

3.1 Purchase Price. The aggregate purchase price for the Property ("Purchase Price") shall be One Hundred Fifty Thousand DOLLARS (\$150,000.00), Five Thousand DOLLARS (\$5,000.00) of which shall be due and payable as a deposit simultaneous with the execution hereof, with the balance of the Purchase Price due at settlement, subject to adjustments and prorations as set forth below and in Section 5.

3.2 Terms of Payment. The Purchase Price shall be paid by Buyer to Seller in 100% immediately available funds by certified check or wire transfer at Closing.

4. Closing. The closing of the purchase and sale of the Property shall be held at the offices of Buyer's attorney on or before April 30, 2017.

4.1 Seller's Closing Deliverables. At the closing, Seller shall deliver the following documents (collectively the "**Closing Documents**") and such other items described below:

4.1.1 a special warranty deed to the Real Property including a covenant of further assurances, duly executed and acknowledged by Seller and in proper form for recording, conveying fee simple title to the Real Property to Buyer or its designee subject only to the Permitted Encumbrances. Buyer hereby acknowledges and agrees that the deed shall contain a covenant prohibiting use of the Property as a bail bond business, a store front church, Hookah Shop, or tattoo or body piercing business for a period of 10 years from the date of Closing.

The Parties acknowledge that the Property shall be conveyed subject to that certain Commercial Lease Agreement between Seller and Nathan Buchman and Allison Buchman, a copy of which is attached hereto as **Exhibit C**.

The Parties further acknowledge that the Property shall be conveyed subject to a ten foot (10') public walking trail easement retained by the Seller to be used as part of the Hagerstown Cultural Trail. The extent of said Easement shall be as and where depicted on the attached **Exhibit D**. Buyer shall develop and construct the said walking trail on the Easement Area pursuant to the Development Plan attached hereto as **Exhibit B**.

4.1.2 If Closing takes place prior to expiration thereof, execution of a Waiver of the Purchase Option and Right of First Refusal benefits regarding the Property currently enjoyed by Potomac Bead Company, LLC and Nathan and Allison Buchman ("Tenants") pursuant to the Agreement attached hereto as **Exhibit E**. It shall be the sole and exclusive obligation of the Buyer to negotiate said waiver with the Tenants and to prepare said waiver for execution by Tenants and Seller prior to settlement. This contact and the obligation to Close are contingent upon Buyer obtaining such waiver to Buyer's reasonable satisfaction.

4.1.3 a FIRPTA affidavit;

4.1.4 any transfer tax statements, declarations, filings and other similar documents that may be necessary, to the extent the same are required to be executed by Seller;

4.1.5 a closing statement conforming to the proration and other relevant provisions of this Agreement;

4.1.6 an owner's affidavit of title, a "gap" indemnity and such other documents as reasonably required by the Escrow Agent for the Settlement Agent to issue to Buyer its title insurance policy, all in form and substance reasonably acceptable to Buyer; and

4.1.7 such other information as the Settlement Agent may reasonably require to demonstrate Seller's due authorization and performance of this Agreement and the foregoing documents.

4.2 Buyer's Closing Deliverables. At the closing, Buyer shall deliver the following:

4.2.1 the Purchase Price as adjusted pursuant to the terms hereof;

4.2.2 a closing statement conforming to the proration and other relevant provisions of this Agreement; and

4.2.3 a certificate updating the representations and warranties made pursuant to Section 8.

5. Closing Adjustments/Costs.

5.1 Expense Adjustments. The following items of expense shall be adjusted as of 11:59 p.m., of the day immediately preceding the Closing Date such that Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days thereafter:

5.1.1 Taxes. Real estate, personal property, ad valorem taxes, assessments payable in installments and front foot benefit charges payable in installments that are due and payable with respect to Seller and the Property, respectively, on the basis of the most current bills or other current information available. Assessments payable in a lump sum and not in monthly installments, if any, for improvements completed prior to the Closing Date, whether assessment therefor has been levied or not, shall be paid by Seller or allowance therefor made at the closing.

5.1.2 Utilities. Fuel, water and sewer service charges, and charges for gas, electricity, telephone and all other public utilities. If there are meters on the Property measuring the consumption of water, gas or electric current, Seller shall cause such meters (for utilities for which Seller, and not tenants, are responsible) to be read not more than one (1) day prior to the Closing Date, and shall pay promptly all utility bills for which Seller is liable upon receipt of a statement therefor. Purchaser shall be liable for and shall pay all utility bills for services rendered after such meter readings.

5.2 Final Reconciliation. The adjustments described in this Section 5 shall be paid on the Closing Date. If the amount of any of the adjustments described in this Section 5 cannot be determined on the Closing Date, the adjustment therefor shall be made within thirty (30) days after the Closing Date by cashier's check. In making the adjustments required by this subsection, Seller shall be given credit for all amounts prepaid for the Closing Date and any period thereafter, and Seller shall be charged with any unpaid charges for the period prior to the Closing Date.

5.3 Closing Costs. Buyer shall pay all expenses of examination of title, title insurance commitment and title premiums. All state, county, city, local, and municipal transfer and recordation taxes, if any, owing with respect to the sale of the Property, if any, shall be paid by Buyer. Each of Buyer and Seller shall pay their own attorneys' fees and expenses incurred in connection with this negotiation of this Agreement and the closing of the transactions contemplated hereby.

6. Title. Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("**Commitment**") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses or Buyer becomes aware of any lien on the Property created by Seller that can be discharged or satisfied by the payment of money ("**Monetary Title Matters**"), Seller shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If Seller fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy (or cause the Settlement Agent to discharge and satisfy) the same from the proceeds of the Purchase Price to be paid to Seller at closing. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; (ii) such matters appearing on the Commitment to which Buyer shall fail to object during the Feasibility Period; and (iii) all conditions and restrictions contained herein (collectively, the "**Permitted Exceptions**"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which Seller is required to remedy as aforesaid), Buyer shall notify Seller thereof within twenty (20) days after the Effective Date (the "**Objection Notice**"). Within ten (10) days after receipt of the Objection Notice, Seller shall notify Buyer in writing, whether Seller shall undertake to cure such unacceptable exception(s). In the event Seller elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party and (ii) neither Buyer nor Seller shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.

7. Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

7.1 Enforceability; Authorization. This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant

hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller and enforceable against Seller in accordance with its terms. Seller has obtained all consents necessary for, and possesses full authority and legal right to authorize Seller's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby.

7.2 Ownership of the Property. Seller is the fee simple record and beneficial owner of the Property. Except as identified in Section 4.1.2, no person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Property.

7.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party.

7.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date

7.5 Leases. The following leases exist on the Property: See **Exhibit C**.

7.6 Other Agreements. Except as identified in Section 4.1.2, Seller is not a party to, nor does Seller have knowledge of, any agreements relating to the Property.

7.7 Condemnation, Violation of Laws, Etc. Seller has not received notice of, and, to Seller's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or any certificate(s) of occupancy issued for the Property.

7.8 No Flood Hazard Area. To Seller's knowledge, no portion of the Real Property is located in an area designated by any governmental entity as a flood hazard area.

7.9 Hazardous Conditions.

(i) During Seller's ownership of the Property there have been no, and there are no pending or, to Seller's knowledge, threatened: (A) claims, complaints, notices, or requests for information received by Seller with respect to any alleged violation of any Environmental Law with respect to the Property, or (B) claims, complaints, notices, or requests

for information to Seller regarding potential or alleged liability under any Environmental Law with respect to the Property.

(ii) To Seller's knowledge, no conditions exist at, on, or under the Property that, with the passage of time or the giving of notice or both, would constitute a Hazardous Condition or give rise to liability under any Environmental Law.

(iii) Seller has not received notice of any violation of any orders, directives, requirements, permits, certificates, approvals, licenses, and other authorizations relating to Environmental Laws with respect to the Property.

(iv) To Seller's knowledge there are no aboveground tanks in excess of 275 gallon storage capacity or any underground storage tanks (collectively, "USTs") at the Property. With the exception of one (1) underground storage tank which was removed by Seller, Seller has not removed or abandoned any USTs at the Property and Seller has no knowledge of the existence, abandonment or removal of USTs at the Property.

(v) To Seller's knowledge there are no polychlorinated biphenyls ("PCBs") or friable or damaged asbestos at the Property, and Seller has not removed (or required or requested the removal of) any PCBs or damaged or friable asbestos from the Property, and Seller has no knowledge of the previous existence of any PCBs or damaged or friable asbestos at the Property.

7.10 Litigation. No proceeding, suit or litigation relating to Seller or the Property or any part thereof is pending or, to Seller's knowledge, threatened in any court or other tribunal or before any Governmental Authority. Seller is and shall remain responsible after the Closing Date for defending (or continuing) any suit or proceeding attributable to periods prior to the Closing Date, and all damages, losses, expenses and costs related thereto, and Seller shall continue after the Closing Date to pursue any insurance maintained by Seller prior to closing with respect thereto, which obligations shall survive closing. Seller is not the subject of, nor has Seller received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. ("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.

7.11 FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.

7.12 Mechanic's Liens. There are no claims for labor performed, materials furnished or services rendered in connection with the development, construction, improvement, renovation or repair of the Property with respect to which liens may or could be filed against the Property, either pending or threatened.

7.13 Tax Matters. No federal or other taxing authority (each, a “**Taxing Authority**” and collectively, the “**Taxing Authorities**”) has asserted in writing any tax deficiency, lien, interest or penalty against Seller or the Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to Seller or the Property, and to Seller’s knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against Seller or the Property.

7.14 Condemnation. Seller has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property.

7.15 Except as otherwise provided herein Seller is making no warranties as to the condition of the property and the property is being sold “AS IS.”

8. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that: (i) Buyer is a Maryland Limited Liability Company and is in good standing in the State of Maryland; (ii) this Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Buyer pursuant hereto are, or will be when executed and delivered by Buyer, legally binding on, and enforceable against, Buyer in accordance with their respective terms except as the same may be limited by applicable bankruptcy, insolvency, reorganization, receivership and other similar laws affecting the rights and remedies of creditors generally and by general principles of equity (whether applied by a court of law or equity); and (iii) neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Buyer is a party.

9. Seller Covenants.

9.1 Inspection. Seller shall make available to Buyer during normal business hours prior to the Closing Date all information in Seller’s or its management agent’s possession or control concerning the Property, including, without limitation, all books and records and plans and specifications.

9.2 Operation and Maintenance. Seller agrees that from the date of this Agreement to the Closing Date, Seller will, at its sole cost and expense: (i) maintain the Property in its current condition (ii) comply with and perform all material provisions and obligations to be complied with and/or performed by Seller under each Contract; (iii) not mortgage or otherwise encumber all or any part of the Property; and (iv) maintain in full force and effect its current all-risk casualty insurance policy for the Property.

9.3 Contracts. Seller shall not enter into any Contracts of any kind with respect to the Property or any portion thereof.

9.4 Leases. Seller shall not enter into any leases or other occupancy agreements of any kind with respect to the Property or any portion thereof.

9.5 Correspondence. Promptly upon receipt, Seller shall provide Buyer with copies of any notices (including all written notices and summaries, including requests for rental concessions), and sales reports and correspondence received from tenants, neighboring property owners, any insurance company which carries insurance on the Property, from any Governmental Authorities or from any other person or entity with respect to the Property or any portion thereof.

9.6 Title and Encumbrances. Seller hereby agrees that, after the date of this Agreement, it shall not take any action affecting title to the Property or encumbering the Property (except for actions effectuating the release of liens or encumbrances in accordance with the terms of this Agreement) unless consented to by Buyer, which consent may be withheld in Buyer's sole and absolute discretion. In all events, Seller will cause to be removed, paid off, released and/or discharged at closing any mortgage, judgment, deed of trust, lien or other evidence of a monetary charge against the Property and any lien or other encumbrance affecting title to the Property and arising subsequent to the date of the Commitment referred to above.

9.7 Real Estate Tax Assessments. Prior to the Closing Date, Seller shall not institute any proceeding or application for a reduction in the real estate tax assessment of the Real Property for any tax year without the prior written consent of Buyer, which consent may be withheld in Buyer's sole and absolute discretion.

9.8 Payment of Taxes. Seller shall pay all federal, state, county, local and foreign income, excise, real and personal property, sales and other taxes which first become due and payable prior to or on the Closing Date.

9.9 Claims. Seller hereby agrees to cooperate with Buyer in connection with the pursuit of any claims resulting from or based on an event that occurred prior to closing that are covered under the liability insurance policies for the Property that were in effect prior to closing to assist Buyer in filing a claim under such insurance policies, including, but not limited to executing any assignment of such policy or proceeds to Buyer. The obligations of Seller under this Section shall survive closing for a period of three (3) years.

10. Conditions Precedent to Buyer's Obligation to Purchase. The obligation of Buyer to acquire the Property and to perform the other covenants and obligations to be performed by it on the Closing Date shall be subject to the following conditions precedent (which conditions precedent shall inure solely to the benefit of Buyer and no other person or entity, including, without limitation, Seller, shall have any right to waive or defer any of such conditions in whole or in part):

(i) Seller shall have performed in all material respects its covenants and obligations required by this Agreement to be performed or complied with by it on or before the Closing Date.

(ii) All of Seller's representations and warranties in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of such date. Notwithstanding that certain representations and warranties made herein may be made to the knowledge of Seller, each of the representations, warranties and covenants made on behalf of Seller herein shall remain true, complete and correct in the absolute as of the Closing Date without regard to any qualification as to the knowledge of Seller.

(iii) Delivery of possession of the Property to Buyer at Closing, which shall be in substantially the same condition it is in on the date of this Agreement, subject to casualty and/or condemnation and the provisions of this Agreement relating thereto. The property shall be in broom-clean condition at Closing.

(iv) Title to the Property on the Closing Date shall be in accordance with Section 6 above.

(v) If Closing takes place prior to the expiration of the subject Purchase Option and/or Right of First Refusal, Buyer shall obtain and Seller shall execute the waiver identified in Section 4.1.2.

(vi) Buyer shall have a period of Ninety (90) days, known as the "Feasibility Period," commencing on the Effective Date of this contract and terminating at 5:00 p.m. Eastern time on the Expiration Date of the Ninety (90) days within which to conduct any and all examinations, verifications and studies, including without limitation, environmental, engineering, surveying and economic feasibility studies of the Property which Buyer may, at Buyer's sole and absolute discretion, deem necessary. If Buyer notifies Seller in writing on or before the Expiration Date of the Feasibility Period that, as the result of the studies and/or tests conducted by Buyer, or failure to receive approval of its Development Plan, Buyer does not desire to purchase the Property, then this Contract shall be deemed terminated, whereupon the parties hereto shall have no further obligations one to the other hereunder. Seller shall permit Buyer and Buyer's contractors, agents and employees to enter upon the Property at all times during the Feasibility Period for the purpose of conducting such studies and/or tests as Buyer shall deem appropriate. Seller shall provide to Buyer any and all information which Seller possesses also relating to the condition of the property. Buyer shall indemnify and hold Seller harmless from and against any damages which Seller may incur as a result of Buyer's activities on the Property.

11. Condemnation and Casualty. If prior to the Closing Date Seller receives written notice of any pending or threatened condemnation proceedings or actions or if there occurs any damage, destruction or casualty with respect to all or any portion of the Property, Seller shall promptly notify Buyer thereof in writing. In the event there occurs: (i) any actual or pending condemnation of any portion of the Property; or (ii) any casualty, Buyer shall have the right to terminate this Agreement by giving notice to Seller within ten (10) days after receipt of Seller's notice advising Buyer of the occurrence of any casualty or condemnation. If: (i) Buyer fails to notify Seller of Buyer's election to terminate this Agreement within such 10-day period; or (ii) Buyer elects to proceed to closing and not terminate this Agreement, then Buyer shall proceed to closing, without adjustment of the Purchase Price, subject to such condemnation or casualty, in which event at closing, Seller shall, as applicable: (A) assign to Buyer any

condemnation award or rights thereto paid or payable or otherwise accruing to Seller on account of such condemnation; or (B) assign to Buyer all of Seller's right, title and interest in and to the proceeds of any casualty insurance payable to Seller on account of such casualty and pay to Buyer an amount equal to any deductible or coinsurance applicable to the casualty insurance under such insurance policies. If Buyer timely elects to terminate this Agreement as aforesaid, Escrow Agent shall return the Deposit to Buyer, and neither Buyer nor Seller shall have any further rights or liability under this Agreement except for such rights and liabilities as expressly survive termination hereof.

12. Breach/Termination.

12.1 Breach by Seller. If Seller shall fail to perform its covenants or agreements hereunder and such failure shall continue for five (5) days after written notice from Buyer, or if any of Seller's representations and warranties set forth in this Agreement are not true and correct in all material respects on the date hereof or on the Closing Date, Buyer shall have the right, at its sole option, to: (i) terminate this Agreement and neither party shall have any further rights or obligations to the other under this Agreement except such rights and obligations as expressly survive termination of this Agreement; or (ii) pursue any legal or equitable remedies to which Buyer may be entitled on account of the foregoing, including, without limitation, specific performance and recovery of actual third party costs and expenses incurred by Buyer with respect to this Agreement, the Property and the Inspections up to a maximum of One Thousand Dollars (\$1,000.00).

12.2 Breach by Buyer. If Buyer shall fail to perform any of the covenants or agreements to be performed by it hereunder and such failure shall continue for five (5) days after written notice from Seller (except there shall be no notice requirement for a failure to terminate this Agreement prior to the expiration of the Feasibility Period), or if any of Buyer's representations and warranties set forth herein shall not be true and correct in all material respects as of the date made or deemed made, Seller's sole and exclusive remedy shall be to terminate this Agreement for Buyer's default. All other claims for losses, damages, costs and expenses being hereby waived.

12.3 Litigation Costs. In the event of any litigation between the parties with respect to this Agreement, including any action for specific performance that may be brought by Buyer as provided above, each party shall be responsible for its own attorney's fees and expenses.

13. Brokers. Each party hereto represents and warrants to the other that it has dealt with no brokers or finders in connection with this transaction. Each of the parties hereto hereby represents and warrants that neither has authorized any real estate broker, agent or finder to act on its/their behalf in connection with the transaction contemplated by this Agreement other than the Broker, nor does it have any knowledge of any other broker, agent or finder purporting to act on its behalf in respect to this Agreement and the sale of the Property to be made pursuant hereto, and that the other party hereto shall have no liability to any broker for compensation, commission or otherwise except for Seller's obligations to the Broker. Each party agrees that it shall indemnify, defend and save the other harmless from and against any cost, expense, claim, loss, liability or damages, including reasonable attorneys' fees, and court costs, resulting from a

breach of the foregoing representation and warranty by such party. The provisions of this Section shall survive closing or termination of this Agreement.

14. Entire Agreement/Modification. This Agreement, including the exhibits attached hereto, and the Closing Documents contain the entire agreement between the parties relating to the conveyance of the Property, all prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as set forth in this Agreement, including the exhibits attached hereto, and the Closing Documents. No change or modification of this Agreement or any of the Closing Documents shall be valid unless the same is in writing and signed by each of the parties hereto or thereto. No waiver of any of the provisions of this Agreement or any of the Closing Documents executed or to be executed in connection herewith shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Notwithstanding the foregoing, in the event that Buyer and Seller agree to and execute any written amendment or other document modifying this Agreement, which does not directly modify the obligations of the Escrow Agent hereunder, the Escrow Agent shall not be required to execute such amendment or other agreement in order for the document to be fully effective and enforceable.

15. Survival of Representations, Warranties and Agreements. Except as otherwise expressly set forth in this Agreement, the representations, warranties, indemnities, covenants and agreements of the parties set forth in this Agreement, shall remain operative and shall survive the closing under this Agreement for a period of three (3) years.

16. Miscellaneous.

16.1 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the respective personal representatives, successors and permitted assigns of the parties hereto.

16.2 Governing Law; Venue. The provisions of this Agreement shall be governed by the laws of the state of Maryland, without regard to the conflicts of laws provisions thereof. **Any suit involving any dispute or matter arising under this Agreement shall exclusively be brought the Circuit Court for Washington County, Maryland.** All of the parties hereto hereby consent to the exercise of personal jurisdiction by any such court with respect to such proceeding.

16.3 Notices. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and delivered (i) personally, or (ii) sent by certified or registered mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier. A notice must be addressed to a party as indicated below. Any notice hereunder shall be deemed duly delivered (x) when delivered, with written receipt, if personally delivered or delivered by nationally recognized overnight courier, or (y) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid. Any party may designate a change of address by written notice to the other in accordance with the provisions set forth above, which notice shall be given at least ten (10) days before such change of address is to become effective.

Seller's notice address:

Jonathan Kerns
Dept. of Community & Economic Development
N. Potomac Street
Hagerstown, MD 21740

With a copy to:

Salvatore & Boyer, LLC
Or its successor firm
82 W. Washington Street
Hagerstown, MD 21740

Buyer's notice address:

Hager 5, LLC
Attn.: Paul N. Crampton, Jr.
222 East Oak Ridge Drive, Suite 100
Hagerstown, MD 21740

With a copy to:

Jason Divelbiss, Esq.
13424 Pennsylvania Avenue, Suite 302
Hagerstown, MD 21742

16.4 Incorporation. Each and all of the exhibits and schedules attached hereto are hereby incorporated into this Agreement by reference.

16.5 Further Assurances. Seller agrees that it will, at any time and from time to time after the Closing Date, upon reasonable request of Buyer, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required for the better assigning, transferring, granting, assuring and confirming to Buyer, or to its successors and assigns of, or for aiding and assisting in collecting and reducing to possession, any or all of the assets or property being transferred to Buyer pursuant to this Agreement; provided, however, that any instruments to be executed by Seller shall be in form and substance reasonably acceptable to Seller and in no event shall Seller be required to incur any liability or obligation in addition to that which it is obligated to incur under this Agreement. The provisions of this Section shall survive the closing of the transactions contemplated by this Agreement.

16.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be effective unless and until signed by all parties hereto. Fax or email copies of this Agreement shall be sufficient for all purposes.

16.7 Risk of Loss. Risk of loss or damage from fire or other casualty until recordation of the deed conveying the Property to Buyer is assumed by Seller.

16.8 Rules of Construction. Section captions used in this Agreement are for convenience only and shall not affect the construction of the Agreement. All references to "Sections", without reference to a document other than this Agreement are intended to designate articles and sections of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section, unless specifically designated otherwise. The use of the term "including" shall mean in all cases "including but not limited to," unless specifically designated otherwise. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

16.9 Computation of Time. In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday in Maryland, in which event the period runs until the end of the next day which is not a Saturday, Sunday or such legal holiday.

16.10 Time of the Essence. **Time shall be of the essence under this Agreement.**

16.11 No Third Party Beneficiaries. None of the rights or obligations provided hereunder shall inure to the benefit of any third party.

16.12 Waiver of Trial by Jury. **THE PARTIES HERETO HEREBY AGREE TO WAIVE ANY RIGHTS THEY MIGHT OTHERWISE HAVE TO A TRIAL BY JURY UNDER ANY PROVISION OF ANY APPLICABLE LAW.**

16.13 Assignment. Buyer may not assign the agreement, or any part hereof without the express written consent of Seller, in its sole and absolute discretion. The foregoing notwithstanding, Buyer may assign this agreement to a new or affiliated entity, the principals of which are identical to the principals of Buyer.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

ATTEST:

SELLER:

CITY OF HAGERSTOWN
a Maryland municipal corporation

Donna Spickler, City Clerk

By: _____, Mayor

WITNESS:

BUYER:

HAGER 5, LLC

Name: _____

By: _____, Member

EXHIBIT A

PARCEL NO. 1: Beginning for the same at the Northeast corner of the property now occupied by the Farmers and Merchants National Bank and formerly owned by the Mechanics Loan and Savings Bank on the South side of West Washington Street in said city of Hagerstown and running thence along the South marginal line of West Washington Street in an easterly direction a distance of 45 feet 6 inches to the point where the South marginal line of West Washington Street is intersected by the exterior surface of the West wall of the building known as the Updegraff residence; thence in a Southerly direction along the exterior surface of said West wall of said Updegraff residence and the projection thereof a distance of 240 feet, more or less, to the point where the projected line along the exterior surface of said wall intersects the North marginal line of the public alley which runs East and West between the Alley known as Rochester Place and the alley known as Court Place; thence in a Westerly direction along said North marginal line of said public alley a distance of 45 feet 6 inches, more or less, to the Southeast corner of the property now occupied by the Farmers and Merchants Bank and formerly owned by the Mechanics Loan and Savings Bank, thence in a Northerly direction along the East boundary line of said property now occupied by the Farmers & Merchants Bank and formerly owned by the Mechanics Loan and Savings Bank a distance of 240 feet, more or less, to the point and place of beginning.

PARCEL NO. 2: Beginning for the same at the point in the South marginal line of West Washington Street in said City of Hagerstown, where the same is intersected by the exterior surface of the West wall of the building known as the Updegraff residence which point is at the end of the first line of Parcel No. 1 and running thence along the exterior surface of the said West wall of said Updegraff residence and the projection thereof in a Southerly direction a distance of 240 feet, more or less, to the point where the projected line along the exterior surface of said wall intersects the North marginal line of the public alley which runs East and West between the alley known as Rochester Place and the alley known as Court Place; thence in an easterly direction along said North marginal line of said public alley a distance of 36 feet 6 inches, more or less, to the property now occupied by the County Commissioner of Washington County as a county office building and formerly owned by the President and Directors of the Hagerstown Bank; thence in a Northerly direction along the West marginal line of said Hagerstown Bank property and along the exterior surface of the East wall of said Updegraff residence in a straight line a distance of 240 feet, more or less, to the South marginal line of West Washington Street; thence in a Westerly direction along the South marginal line of West Washington Street a distance of 36 feet 6 inches, more or less, to the point and place of beginning.

Saving and excepting therefrom all that parcel of land which Hagerstown Table Corporation granted and conveyed into the City of Hagerstown by Deed dated August 7, 2001 and is recorded among the Land Records of Washington County, Maryland at Liber 3821, folio 3222.

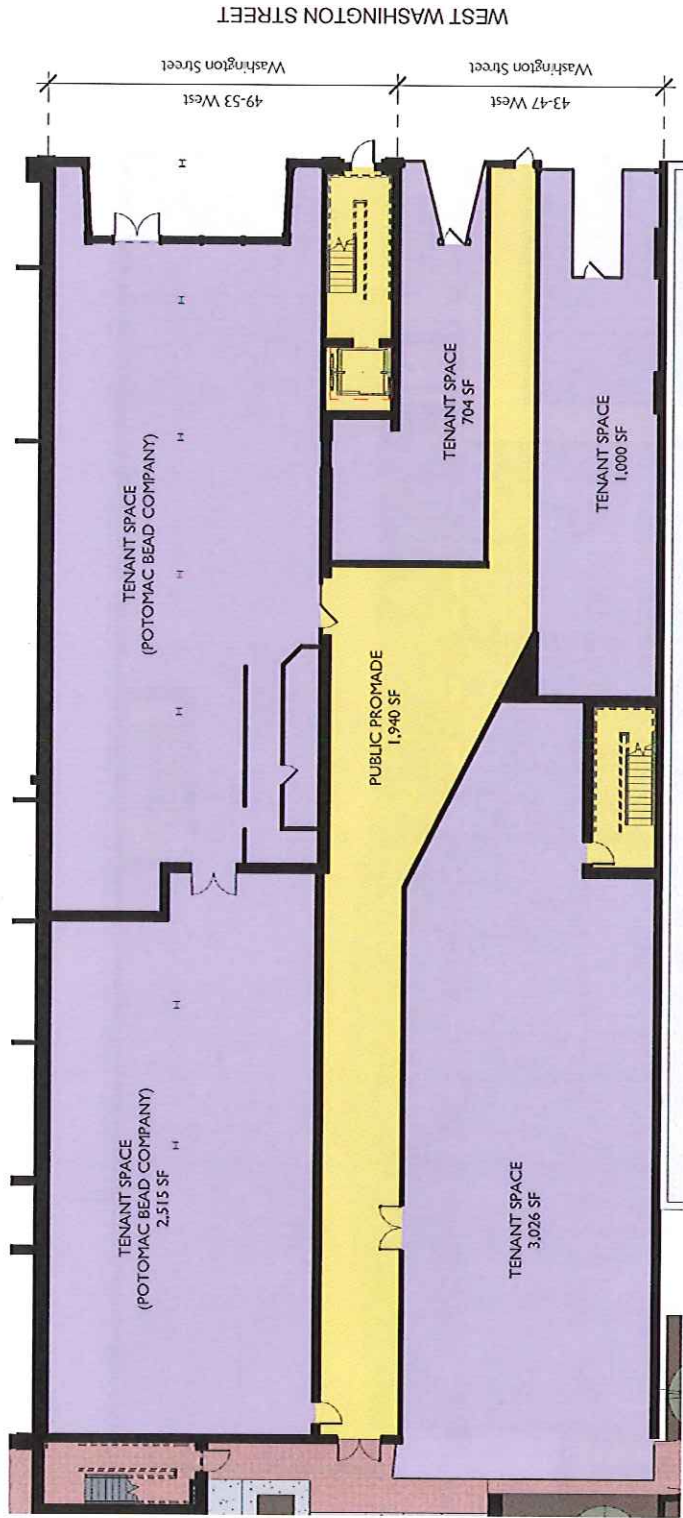
EXHIBIT B

1. Development Plan

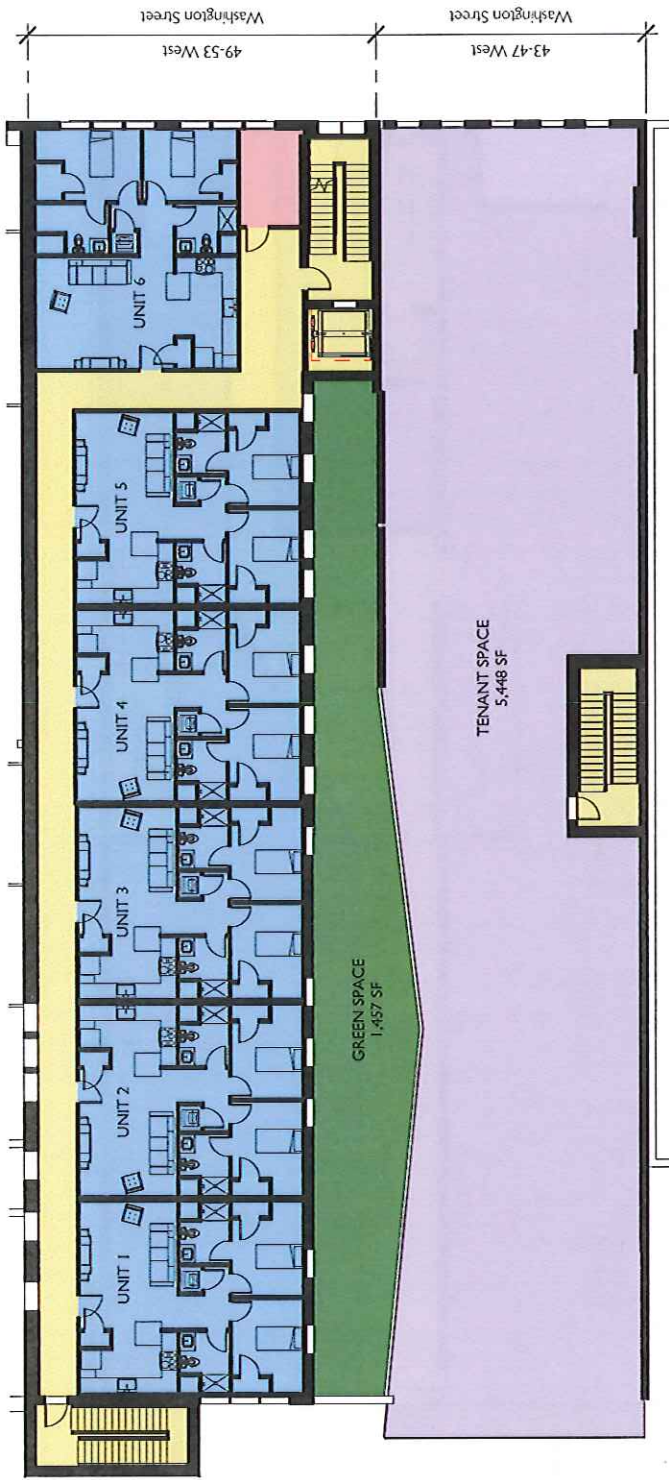
On or before January 31, 2017 Buyer shall elaborate on and finalize the Development Plan ideas set forth in his Application for Purchase of City-Owned Property dated April 12, 2016, and which was approved in principle by the Mayor and City Council at their meeting held on September 27, 2016. Said Development Plan, in its final form shall be subject to approval by the Seller in its absolute discretion as a condition precedent to Seller's obligation to close on this contract.

2. Requirements.

Buyer acknowledges that the Development Plan will be subject to Historic District Commission and other governmental approvals, and that the Develop Plan may be further subject to certain federal regulations and restrictions as may be applicable to the property in connection with the Community Development Block Grant funding previously utilized by Seller in connection with the Property.



SCHEME A - FIRST FLOOR PLAN
 43-53 West Washington Street
 2/15/2016



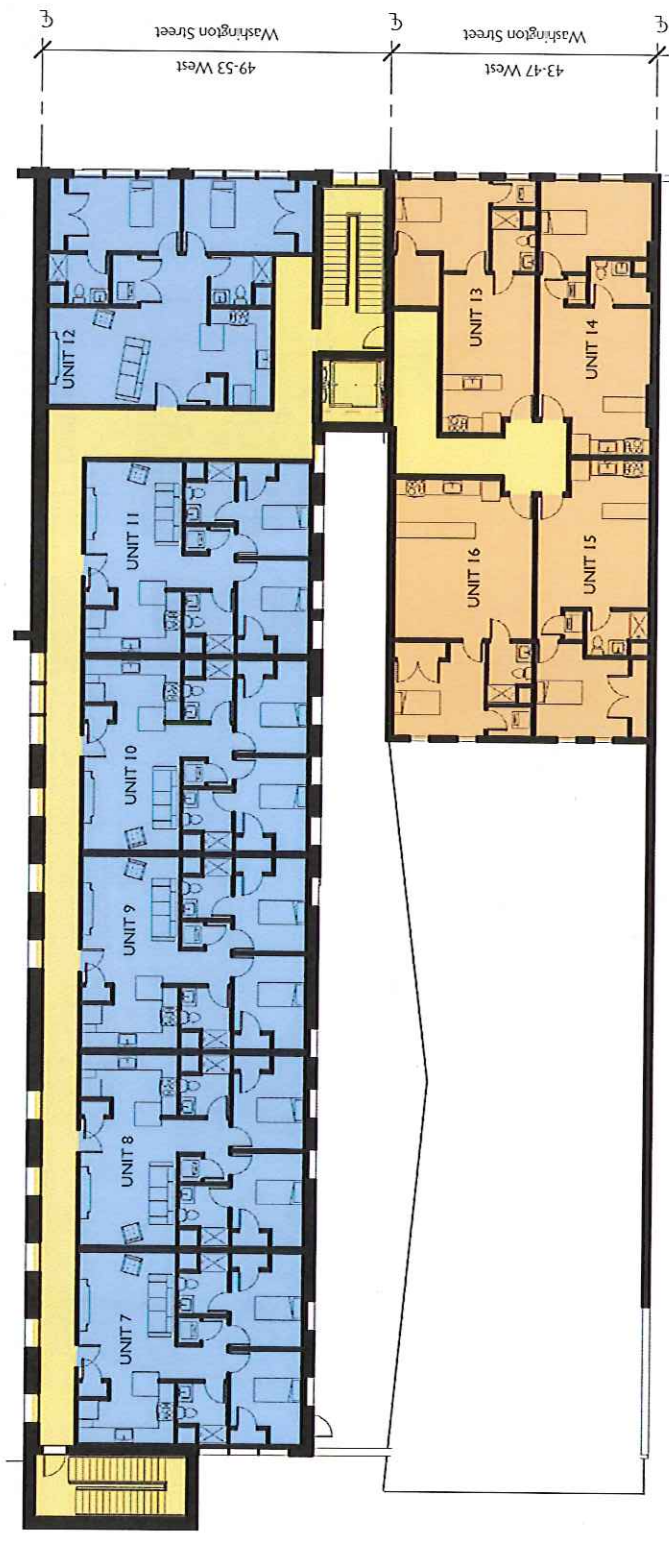
SCHEME A - SECOND FLOOR PLAN
 43-53 West Washington Street
 2/15/2016

KEY

- 2 BEDROOM APARTMENT
- BUSINESS
- CIRCULATION
- STORAGE

0' 8' 16'
 FEET

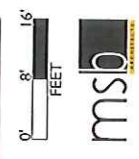
msb

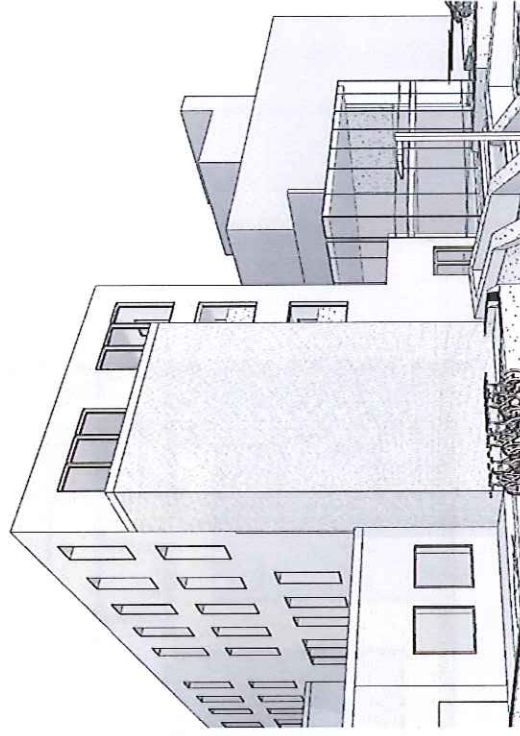
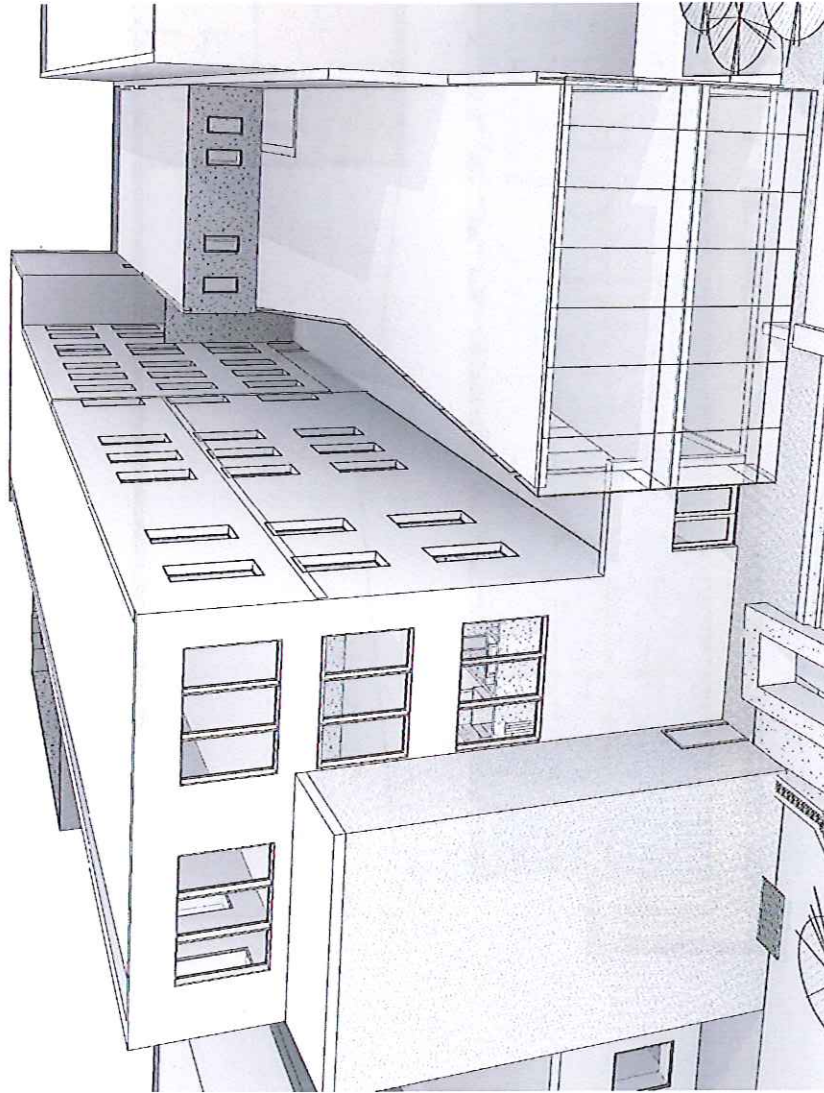


SCHEME A - THIRD FLOOR
43-53 West Washington Street
2/15/2016

KEY

- 1 BEDROOM APARTMENT
- 2 BEDROOM APARTMENT
- CIRCULATION





SCHEME A - ARTISTIC RENDERING
43-53 West Washington Street
02/15/16

EXHIBIT C

COMMERCIAL LEASE AGREEMENT

PARTIES

THIS COMMERCIAL LEASE AGREEMENT (hereinafter called "Agreement"), made as of this 29th day of August, 2013, by and between the City of Hagerstown, (hereinafter sometimes referred to as "Lessor"), with its principal office and place of business at 1 East Franklin Street, Hagerstown, Maryland, and Nathan Buchman and Allison Buchman, jointly and severally (hereinafter sometimes referred to as "Lessee" or "Tenant"), having its principal office and place of business at 53 West Washington Street, Hagerstown, MD.

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter set forth and of the rental reserved to be paid by the Lessee to the Lessor, the Lessor has rented, demised and leased unto the Lessee, and the Lessee does hereby accept, take, lease and rent from the Lessor the "Premises" as hereinafter described.

PREMISES

A. The Premises herein rented northernmost 90 ft. of the first floor of 53 W. Washington Street, Hagerstown, MD, and 250 sq. ft. of the adjoining balcony plus use in common of a court yard on the eastside of the leased premises.

B. The use of 2 parking spaces at the rear of the Premises.

USE OF PREMISES

Lessee shall have the right to use the premises to conduct its business of a retail sale of jewelry and classrooms for teaching jewelry assembly and such other uses as are normal incident thereto. Lessee shall conduct its business on the premises in accordance with all statutes, ordinances, rules, orders, regulations and requirement of State, Federal, County and Municipal governments and any and all of their departments, bureaus, agencies and instrumentalities.

TERM

This shall be a lease for a period of one year subject to renewal by agreement of the parties. Lessor agrees that for a period of three years it will not refuse to renew the Lease because the City transfers an interest in the remainder of 53 W. Washington Street.

HOLDING OVER

Tenant shall not hold over and shall be subject to immediate eviction if this Lease is terminated by the Lessor.

RENT

Lessee agrees to pay Lessor a monthly rental of One Thousand Eight Hundred Dollars (\$1,800.00) payable monthly in advance on the first day of each and every month. All rental payments shall be paid promptly by the Lessee to the Lessor. Rental payments shall start May 1, 2013.

DISTRAINT FOR RENT DUE

Lessor shall have at all times the right to distrain for rent due, and shall have a valid lien upon all personal property of Lessee situated on the premises as security for the payment of the rent herein reserved.

UTILITY CHARGES

- A. Lessee shall pay promptly when due all charges for electricity supplied to or in connection with the premises.
- B. The Lessor will supply and pay for water and sewer service.
- C. The Lessee will promptly pay for their portion of the gas and heating charges for their premises on a pro-rata square foot basis.
- D. Lessee shall promptly pay all other utilities serving their premises.

REPAIRS AND MAINTENANCE

Lessor agrees to keep and maintain in good order and repair the interior of the rented Premises, the Lessee shall maintain the cooking hood vents so as not to cause damage to other parts of the building through their use. Further to keep and maintain in good order and repair the electrical and heating equipment, plumbing facilities, including sewer and water lines which serve the premises. Lessee shall maintain the premises in a neat and clean condition and upon the expiration of the term of this Agreement surrender the entire premises in as good state and condition as they were in at the commencement of the term, ordinary wear and tear excepted. If Lessee refuses or neglects to repair or replace property as required hereunder to the reasonable satisfaction of Lessor within a reasonable time following written demand to Lessee by Lessor, Lessor may make such repairs or replacements, and upon completion, Lessee shall pay Lessor's costs for making such repairs or replacements upon presentation of bills therefore, payable and collectible as additional rent. Lessee shall maintain its own business equipment.

FIRE AND CASUALTY INSURANCE

Lessee agrees to purchase and maintain, without any co-insurance requirement or factor, a One Million Dollar (\$1,000,000.00) fire and casualty insurance policy having

any loss by fire or casualty payable by appropriate endorsement to Lessor to the extent of its interest in the property insured. Lessee agrees to provide Lessor with a current copy of certificate of said insurance policy and any renewal thereof.

PUBLIC LIABILITY INSURANCE

Lessee agrees to indemnify, exonerate and save the Lessor harmless from any and all suits or claims for loss, expenses, damages or injury to persons or property sustained upon the premises or arising out of the Tenant's neglect or use of the premises. Lessee agrees to carry, at its own expense, public liability insurance with limits of at least One Million Dollars (\$1,000,000.00) for injury to any one person and not less than One Million Dollars (\$1,000,000.00) for injury to property. Lessee agrees to provide Lessor with a current copy of said insurance policy and any renewals thereof, and Lessor is to be one of the named Insureds on any such policy.

SAVE HARMLESS

Lessee covenants and agrees to save Lessor harmless from and indemnify Lessor against any and all claims of liability arising out of or caused by Lessor's use and operation of the leased premises.

ASSIGNMENT OR SUBLET

Lessee shall not assign this Agreement or sublet the premises without first securing the written consent of the Lessor.

CONDEMNATION

Should the premises or any part thereof be condemned, appropriated and/or required for public use, then this Agreement at the option of Lessor, shall then terminate upon the date when the premises or any part thereof shall be taken. Current rent shall be apportioned as of the date of such termination. No part of any damages or award shall belong to Lessee.

INSPECTION OF PREMISES

Lessor or its agents may, during regular business hours, enter upon the premises for the purpose of inspecting the condition thereof and in compliance with the provisions of this Agreement.

DEFAULT

If the premises are abandoned or become vacant during the term, the Lessor or its agents may re-enter the same by force or otherwise without being liable to any prosecution therefore and, in addition to any other remedies, re-rent the premises in

whole or in part as the agent of the Lessee who in all events shall remain liable for any unpaid rentals for the full term of this Lease. Lessor may receive the rent from any such re-rental applying the same first to the payment of such expenses as the Lessor may incur in re-entering and re-letting, and then to the payment of the rent due hereunder.

If any default is made in the payment of the rent due hereunder, or if any default or violation be made in the performance of any of the covenants and agreements herein contained on the part of the Lessee to be performed, and if such default shall not be cured by the Lessee within fifteen (15) days after receipt by the Lessee of written notice from the Lessor of such default, then the relation of Lessor and Lessee, at the option of the Lessor, shall wholly cease and determine and, in addition to any other remedies, the Lessor may re-enter the premises by force, if necessary, and remove all persons therefrom and distrain for rent, if any be due, and assume and take possession of the premises and Lessee's property therein; and the Lessee, in any such event, expressly waives the service of any notice to Quit or Demand for Possession, but the Lessee shall, nevertheless, remain liable for any unpaid rental for the full term of this Agreement.

If any legal process whatsoever shall be issued for the purpose of attaching or taking in execution of any of Lessee's chattels located on the premises or Lessee's interest in the premises created by this Agreement, or if Lessee shall petition or have a petition filed against him to be adjudicated a bankrupt or insolvent, and such petition is not removed within ten (10) days, or if a receiver or trustee shall be appointed for Lessee's business or property, or if Lessee shall make a general assignment for the benefit of creditors, or if a corporate reorganization of Lessee or any arrangement with Lessee's creditors shall be approved by a court under any provision of the Federal Bankruptcy law, or if, in any other manner, the Lessee's interest under this Agreement would otherwise pass to another by operation of law, or if Lessee, without Lessor's prior written consent, shall assign or transfer to another in bulk, and not in the ordinary course of business, a major part of the materials, supplies, merchandise and other inventory, or substantially all of the fixtures and equipment located on the premises, then in any such event, Lessee shall be deemed to have committed a material breach of this Agreement and the Lessor may, at its option, forthwith by written notice re-enter the premises, and re-rent the premises as the agent for the Lessee. Notwithstanding any such action(s) by Lessor, Lessee shall in all events remain liable for any unpaid rental for the full term of this Lease.

Lessee hereby expressly waives the benefits of all laws exempting property of any amount or value from levy and sale on execution of distress for rent, or upon any execution under any judgment that may be recovered from rent due under this Agreement.

Lessor shall in all events be entitled to the benefit of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenants or proceedings in forcible entry and detainer.

TERMINATION

In the event of termination of this Agreement, Lessee shall (i) remove all of its own property from the premises, (ii) restore the premises to a condition satisfactory to Lessor; (iii) vacate the premises; provided, however, that no property of the Lessee shall be removed from the until all money due Lessor under this Agreement shall have been paid.

QUIET ENJOYMENT

Lessor agrees that on paying the rent as herein reserved and performing the covenants and terms on his part herein contained, Lessee shall at all times during the term hereof peacefully and quietly bold and enjoy the said premises without eviction or disturbance by Lessor.

SECURITY DEPOSIT

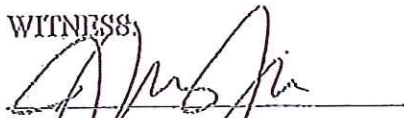

Lessee shall pay a Security Deposit of One Thousand Eight Hundred Dollars (\$1,800.00) to be used for the faithful performance of the Lease and for any maintenance and repair of the premises on termination.


MISCELLANEOUS

- 1: Failure or neglect of either party to act upon breach of one or more of the covenants, terms and conditions of this Agreement shall not constitute or be construed as a waiver of such breach or any subsequent breach or of any right created thereby.
2. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Lessor and upon the Lessee, its successors, assigns and sub-Lessee(s).
3. This instrument contains the entire agreement between the parties hereto in respect to the transaction contemplated herein, and no oral agreement or written correspondence shall be held to affect the provisions hereof. All subsequent changes and modifications, to be valid, must be by written instrument signed by Lessor and Lessee and attached as an Addendum to this Agreement.
4. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be deemed to add to the interpretation, construction or meaning of any of the provisions of or the scope and intent of this Agreement or in any way affect this Agreement.
5. The terms and conditions of this Agreement shall be interpreted under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year first above written.

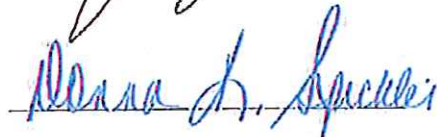
WITNESS:

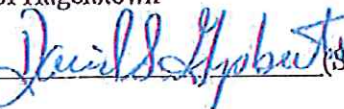




Nathan Buchman (SEAL)


Allison Buchman (SEAL)

City of Hagerstown



By:  (SEAL)

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 28th day of June, 2013, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Nathan Buchman and Allison Buchman and acknowledged the foregoing instrument to be their act and deed.

WITNESS my hand and Official Notarial Seal.


Notary Public

My Commission Expires: 1/9/2014



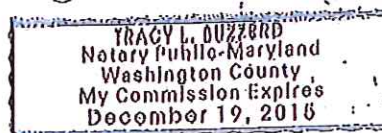
STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this 6th day of September, 2013, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared David Gysberts, Mayor of the City of Hagerstown and having been authorized to do so executed the foregoing Lease as the act of the City of Hagerstown.

WITNESS my hand and Official Notarial Seal.


Notary Public

My Commission Expires: 12/19/2015





R-13-29

EXHIBIT D

A 10-foot wide easement for
a pedestrian walking trail is to be
located within this footprint of
43-47 W. Washington St.
Final location of easement
to be determined at a later date.

WEST WASHINGTON STREET

#49-53

#43-47

ALLEY 2-98

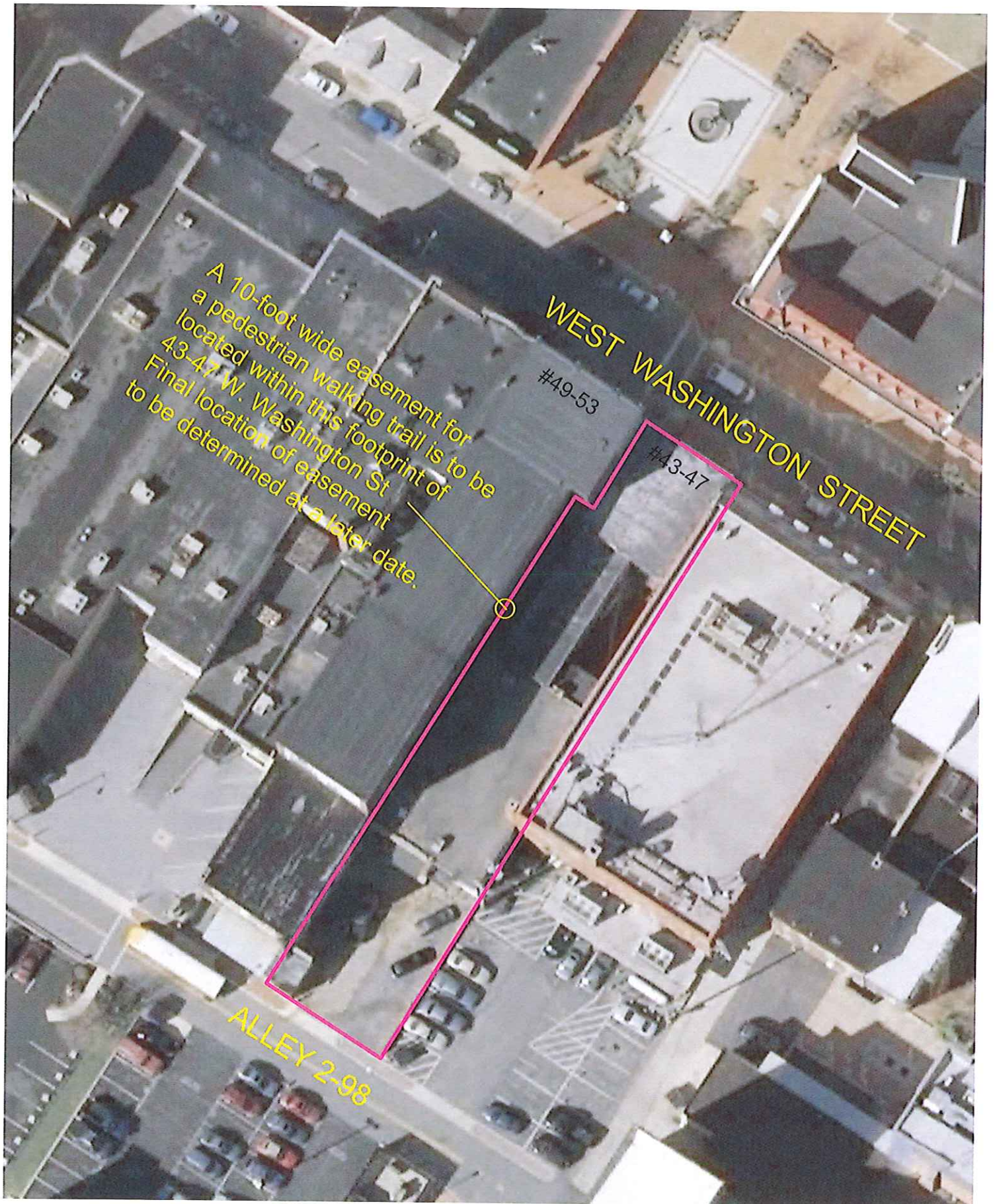


EXHIBIT E

AGREEMENT

This Agreement made this 18th day of April, 2013 by and between the City of Hagerstown, a Maryland Municipal Corporation, hereinafter called "City" and the Potomac Bead Company, LLC and Nathan and Allison Buchman, hereinafter referred to as "Tenants".

WHEREAS, the Tenants currently occupy and conduct business from the building comprising 49 to 53 West Washington Street, Hagerstown, Maryland, 21740, hereinafter referred to as "Parcel 1", (See Attachment A for a proper legal description of Parcel 1) as set forth in a Lease Agreement dated December 15, 2006, commencing April 1, 2007 and expiring March 31, 2012 with Vincent R. Groh and Hagerstown Table Corporation, hereinafter referred to as the "Lease Agreement", which provided for a first refusal option to purchase the property located at 43-53 West Washington Street, Hagerstown, Maryland, 21740, hereinafter referred to as the "Combined Parcel" (See Attachment A for a proper legal description of the Combined Parcel, which includes Parcel 1 described above and Parcel 2 which includes 43-47 West Washington Street, Hagerstown, Maryland, 21740), and

WHEREAS, the Hagerstown Table Corporation and the Tenants had the right to renew their Lease Agreement, and

WHEREAS, the City has entered into an Option and Purchase Agreement with the Hagerstown Table Corporation to purchase the Combined Parcel, and

WHEREAS, Tenants agree to waive the right of first refusal as existed in the Lease Agreement or any subsequent renewal, and consent to the purchase by the City free and clear of their first refusal option in consideration of the City granting them a further right of first refusal and an option to purchase.

WITNESS: That for and in consideration of the mutual promises herein contained, the City and Tenants agree as follows:

1. The City and Tenants incorporate into the agreement the above whereas clauses.
2. The Tenants hereby waive their first refusal option as recited above in the Lease Agreement and consents to the purchase of the Combined Parcel by the City, which is a condition precedent to the terms of this Agreement included hereinbelow.
3. The City hereby grants to the Tenants an option to purchase Parcel 1 along with a right of first refusal subject to the following terms and conditions:

A) If after one year from the date of this Agreement, the City has not completed a physical subdivision of the Combined Parcel, then the Tenants shall have a three year option to purchase Parcel 1 from the City for Two Hundred and Twenty Five Thousand Dollars (\$225,000). The three year option to purchase shall begin to run one year after the date of this Agreement, if the City has not completed the physical subdivision referenced above. If the City has completed the referenced physical subdivision of the Combined Parcel within one year, then the Tenants shall have a three year option to purchase Parcel 1 from the City for Two Hundred

and Twenty Five Thousand Dollars (\$225,000) running from the date of final and complete physical subdivision.

B) If the City elects to impose a condominium regime on Parcel 1 within three years of the date of final and complete physical subdivision, the City must provide the Tenants with notice of its intent to impose a condominium regime. Upon proper notice by the City as defined herein below, of its intent to impose a condominium regime, the Tenants shall have One Hundred and Twenty (120) days to exercise an option to purchase Parcel 1 for Two Hundred and Twenty Five Thousand Dollars (\$225,000). The City cannot begin imposing a condominium regime on Parcel 1 until One Hundred and Twenty (120) days have lapsed since proper notice was given to the Tenants. If the Tenants do not exercise their option to purchase within one hundred and twenty (120) days from the date of receipt of proper notice, the option to buy Parcel 1 in its entirety shall become null and void. If after the lapse of One Hundred and Twenty (120) days, the City does impose a condominium regime on the Parcel 1, the Tenants shall still have an option to purchase the first and fourth floors of Parcel 1 for One Hundred Twenty Five Thousand Dollars (\$125,000), plus half the cost of imposing the condominium regime not to exceed Thirty Thousand dollars (\$30,000), for three years running from the date the condominium regime is complete and final.

C) Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City:

John N. Lestitan
Director of Community and Economic Development
14 N. Potomac Street Suite 200A
Hagerstown, MD 21740

With a copy to:

Nairn and Boyer, LLC
207 South Potomac Street
Hagerstown, MD 21740

If to Tenant:

Nathan and Allison Buchman
53 W Washington Street
Hagerstown, MD 21740

City and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

D) If within three years from the date of physical subdivision, the City receives an acceptable offer for the purchase of Parcel 1 in its entirety or any portion thereof, Tenants shall

have a right of first refusal for 120 days from the date written notice of the offer is given to the Tenants. If the price offered is less than the price Tenants would be required to pay under this Agreement, then the Tenants must match the offered price of the offer within 120 days or the City has the right to accept the offer. However, Tenant shall not be required to match the price and terms of an offer submitted to the City if the offer is greater than the price the Tenants would be required to pay under this Agreement. Instead, within the 120 day period, Tenants must provide written notice to the City of their offer in an amount negotiated under the terms of this Agreement. If the offer from a third party is for all of Parcel 1, the Tenants must make a written offer to the City within 120 days in the amount of Two Hundred and Twenty Five Thousand Dollars (\$225,000). If the offer from a third party is for the first and fourth floor following the imposition of a condominium regime, Tenants must make a written offer to the City within 120 days in the amount of One Hundred and Twenty Five Thousand Dollars (\$125,000) plus half the cost of imposing the condominium regime not to exceed Thirty Thousand dollars (\$30,000). Upon proper notice to the City of Tenants' offer, the City can no longer accept the offer from the third party.


E) In order for the Tenants to exercise any of the options to buy referenced above in Section 3 (A) and Section 3(B), the Tenants must be ready, willing, and able to close before the particular option to purchase lapses. The Tenants are not required to actually complete closing within the contemplated option to purchase time period.


4. Base rent paid by the Tenants to the City are not to exceed the current base rent paid by the Tenants to Vincent R. Groh and Hagerstown Table Corporation.
5. This Agreement shall be interpreted according to the laws of the State of Maryland and constitutes the entire agreement between the parties and no alterations or amendment to the same shall be binding upon the parties unless reduced to writing and signed by both parties.
6. As of the date hereof, this Agreement supersedes all previous oral and written agreements between the parties, and constitutes the only and entire understanding to exist between the parties with respect to the subject matter of this Agreement, and no amendment shall be implied or proven from or evidenced by negotiations between the parties heretofore or hereinafter conducted or agreements of the parties heretofore or hereafter executed, unless in writing and signed by the parties hereto.

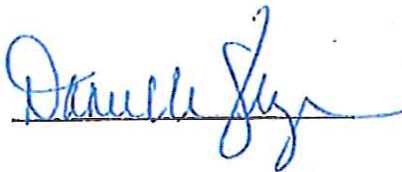
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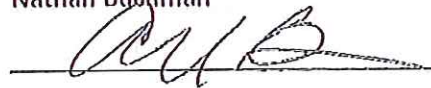


POTOMAC BEAD COMPANY, LLC

By: Nathan Buchman, Potomac Bead Company

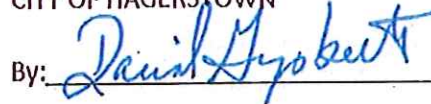


Nathan Buchman



Allison Buchman

CITY OF HAGERSTOWN

By: 

Mayor David Gysberts

ATTACHMENT A

Property Description

All the following described lots or parcels of ground together with the buildings and improvements thereon and all rights, easements, alleys, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining, situate on the South side of West Washington Street in the city of Hagerstown, in Washington County, State of Maryland, between the Public Square and Jonathan Street, westerly, known as numbers 43, 45, 47, 51 and 53 West Washington Street, more particularly described as follows:

PARCEL NO. 1: Beginning for the same at the Northeast corner of the property now occupied by the Farmers and Merchants National Bank and formerly owned by the Mechanics Loan and Savings Bank on the South side of West Washington Street in said city of Hagerstown and running thence along the South marginal line of West Washington Street in an easterly direction a distance of 45 feet 6 inches to the point where the South marginal line of West Washington Street is intersected by the exterior surface of the West wall of the building known as the Updegraff residence; thence in a Southerly direction along the exterior surface of said West wall of said Updegraff residence and the projection thereof a distance of 240 feet, more or less, to the point where the projected line along the exterior surface of said wall intersects the North marginal line of the public alley which runs East and West between the Alley known as Rochester Place and the alley known as Court Place; thence in a Westerly direction along said North marginal line of said public alley a distance of 45 feet 6 inches, more or less, to the Southeast corner of the property now occupied by the Farmers and Merchants Bank and formerly owned by the Mechanics Loan and Savings Bank, thence in a Northerly direction along the East boundary line of said property now occupied by the Farmers & Merchants Bank and formerly owned by the Mechanics Loan and Savings Bank a distance of 240 feet, more or less, to the point and place of beginning. Saving and excepting that parcel conveyed to the City of Hagerstown for purposes of widening the alley at the rear of the property by deed dated August 7, 2001 and recorded among the land records of Washington County at Liber 382.1, folio 322.

PARCEL NO. 2: Beginning for the same at the point in the South marginal line of West Washington Street in said City of Hagerstown, where the same is intersected by the exterior surface of the West wall of the building known as the Updegraff residence which point is at the end of the first line of Parcel No. 1 and running thence along the exterior surface of the said West wall of said Updegraff residence and the projection thereof in a Southerly direction a distance of 240 feet, more or less, to the point where the projected line along the exterior surface of said wall intersects the North marginal line of the public alley which runs East and West between the alley known as Rochester Place and the alley known as Court Place; thence in an easterly direction along said North marginal line of said public alley a distance of 36 feet 6 inches, more or less, to the property now occupied by the County Commissioner of Washington County as a county office building and formerly owned by the President and Directors of the Hagerstown Bank; thence in a Northerly direction along the West marginal line of said Hagerstown Bank property and along the exterior surface of the East wall of said Updegraff

residence in a straight line a distance of 240 feet, more or less, to the South marginal line of West Washington Street; thence in a Westerly direction along the South marginal line of West Washington Street a distance of 36 feet 6 inches, more or less, to the point and place of beginning. Saving and excepting that parcel conveyed to the City of Hagerstown for purposes of widening the alley at the rear of the property by deed dated August 7, 2001 and recorded among the land records of Washington County at Liber 3821, folio 322.

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

Topic:

Approval of an Ordinance: Amendments to Chapter 197, Rental Facilities

Mayor and City Council Action Required:

Approval of an ordinance to amend Chapter 197, Rental Facilities, to enhance support to our neighborhoods.

Discussion:

Financial Impact:

Recommendation:

Approval.

Motion:

I hereby move for the Mayor and City Council to approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 197, Rental Facilities. Specifically the amendments will:

1. Add a definition for 'Certified Crime-free Housing Residential Operator.'
2. Amend Section 197-3 to clarify language regarding the requirement for a rental facility license.
3. Amend Section 197-6(A)(1) to add those circumstances when the City will not accept an interior inspection by the Hagerstown Housing Authority as part of a tenant-based Section 8 inspection program in lieu of the City-required interior inspection.
4. Amend Section 197-10(B) and -12(A) to clarify that revocation of the certification as a residential operator shall be limited to the rental facility where the violation of the training requirement, written lease requirement, or crime-free provision occurred.

These amendments are consistent with the City's Vision and Commitment for Housing and Neighborhoods and the Community's City Center Plan.

Action Dates:

Discussion: November 1, 2016

Introduction: November 15, 2016

Approval: November 22, 2016

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

MCC_packet_approval_of_ordinance_amend_Chapter_197_11_22_16.pdf

Approval of
Ordinance: Amend
Chapter 197, Rental
Facilities

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 22, 2016

TOPIC: Approval of an Ordinance: Amending Chapter 197, Rental Facilities, to enhance support to our neighborhoods.

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

MOTION: I hereby move for the Mayor and City Council to approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 197, Rental Facilities. Specifically the amendments will:

1. Add a definition for 'Certified Crime-free Housing Residential Operator.'
2. Amend Section 197-3 to clarify language regarding the requirement for a rental facility license.
3. Amend Section 197-6(A)(1) to add those circumstances when the City will not accept an interior inspection by the Hagerstown Housing Authority as part of a tenant-based Section 8 inspection program in lieu of the City-required interior inspection.
4. Amend Section 197-10(B) and -12(A) to clarify that revocation of the certification as a residential operator shall be limited to the rental facility where the violation of the training requirement, written lease requirement, or crime-free provision occurred.

These amendments are consistent with the City's Vision and Commitment for Housing and Neighborhoods and the Community's City Center Plan.

DATE OF INTRODUCTION:	11/15/2016
DATE OF PASSAGE:	11/22/2016
EFFECTIVE DATE:	12/23/2016

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE
CITY OF HAGERSTOWN, CHAPTER 197 THEREOF,
ENTITLED *RENTAL FACILITIES* TO CLARIFY THE PROCESS FOR REVOCATION
OF RESIDENTIAL OPERATOR LICENSES WHEN IN VIOLATION OF CHAPTER 95,
*EXCESSIVE USE OF CITY SERVICES***

RECITALS

WHEREAS, the Mayor and Council of the City of Hagerstown are committed to improving housing and neighborhoods throughout the City and protecting our citizens and neighborhoods from chronic nuisance activities and conditions;

WHEREAS, the Mayor and City Council have previously adopted Chapter 197 of the City Code, entitled *Rental Facilities*, establishing a program for licensing and inspection of residential rental facilities; and

WHEREAS, the Mayor and Council of the City of Hagerstown have previously adopted Chapter 95 of the City Code, entitled *Excessive Use of City Services*, establishing a framework for holding residential operators accountable for the chronic nuisance activities and conditions which may occur at their properties; and

WHEREAS, the aforesaid Chapter 197 has outlined a process for revocation of residential operator certification for owners and/or managers of rental residential properties which are in violation of the terms of Chapter 95 and section 197-10 of Chapter 197; and

WHEREAS, concerns have been raised by members of the residential investment community regarding the interpretation of Section 197-10, Loss of Certification as a Residential Operator, and whether revocation applies to the chronic nuisance property in violation of the terms of Chapter 95 and Chapter 197 or to all properties owned and managed by the residential operator; and

WHEREAS, the Mayor and City Council of the City of Hagerstown desire to clarify that the current practice of interpretation of these provisions are the intent of the City for the process by which residential operator certifications shall be revoked for violation of Chapter 95 and Chapter 197;

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

Section 1. Chapter 197 of the Code of the City of Hagerstown, Section 197-10 be and is hereby amended to add a new subsection C, to read as follows:

“(C) Revocation of the residential operator certification shall be limited to the chronic nuisance property in question. Revocation shall not apply to other properties owned or managed by the residential operator which are in good standing with Chapter 95 and this section of Chapter 197.”

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By:_____
David S. Gysberts, Mayor

Date of Introduction: November 15, 2016
Date of Passage: November 22, 2016
Effective Date: December 23, 2016

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

Topic:

Approval of a Resolution: Guaranty of a Rental Contract between the Maryland Theatre and the Carroll County Foundation to Facilitate the Miss Maryland Scholarship Pageant and the Miss Outstanding Teen Maryland Pageant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Resolution - Guaranty of Rental Contract -
_Maryland_Theatre_and_Carroll_County_Foundation_for_Miss_Maryland_Pageant.pdf

Description

Resolution:
Miss
Maryland
Scholarship
Pageant

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE APPROVAL, EXECUTION AND DELIVERY
OF A GUARANTY OF A RENTAL CONTRACT BETWEEN THE MARYLAND THEATRE AND
THE CARROLL COUNTY FOUNDATION TO FACILITATE THE CONTINUED PRESENCE OF
THE MISS MARYLAND SCHOLARSHIP PAGEANT AND THE MISS OUTSTANDING TEEN
MARYLAND PAGEANT AT THE MARYLAND THEATRE FOR A TERM OF FIVE YEARS**

RECITALS

WHEREAS, The Carroll County Foundation on behalf of the Miss Maryland Scholarship Organization (hereinafter "The Organization") annually holds The Miss Maryland Scholarship Pageant and The Miss Outstanding Teen Maryland Pageant at The Maryland Theatre located in Hagerstown, Maryland; and

WHEREAS, the City desires to facilitate the continued presence of the aforementioned pageants in Hagerstown, Maryland; and

WHEREAS, The Organization has requested the City and the Board of County Commissioners to assist it by guarantying its rental obligation to The Maryland Theatre; and

WHEREAS, the City has previously been a party to an effective public-private endeavor to ensure the continuation of the aforementioned pageants at the Maryland Theatre; and

WHEREAS, the City desires to facilitate The Organization's continued utilization of The Maryland Theatre for the aforementioned pageants; and

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

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

1. That the City shall guaranty the rental payment of the Carroll County Foundation to the Maryland Theatre in the maximum amount of \$8,000.00 per year for a period of five (5) years.
2. That the Mayor be and is hereby authorized to execute and deliver, as Guarantor, the Rental Contract between the Carroll County Foundation and The Maryland Theatre, said Rental Contract being attached hereto as Exhibit A and incorporated herein by reference.
3. That this approval is contingent upon the approval by the Board of Commissioners of Washington County of its guaranty obligation as delineated in the attached Rental Contract.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: November 22, 2016
Date of Passage: November 22, 2016
Effective Date: November 22, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS



21-27 South Potomac Street
Hagerstown, MD 21740
(301) 790-3500 phone
(301) 791-6114 fax

LEASE

This LEASE (the "LEASE") is made this day of 2016 by and between The Maryland Theatre Association, Inc., a non-profit Maryland corporation, 21-27 S. Potomac Street, Hagerstown MD ("LANDLORD"), the Carroll County Foundation, a nonprofit Maryland corporation, ("TENANT"), the City of Hagerstown, a Maryland municipal corporation, ("CITY"), and the Board of County Commissioners of Washington County ("COUNTY"), (CITY, and COUNTY shall also be referred to as "GUARANTOR" or collectively "GUARANTORS").

RECITALS

The LANDLORD is the owner of certain real property and improvements situated at 21-27 S. Potomac Street Hagerstown consisting of a certain historic structure known as The Maryland Theatre (the "LANDLORD"). The TENANT has previously used the LANDLORD's facilities for the purpose of conducting the Miss Maryland Scholarship Pageant and the Miss Maryland Outstanding Teen Pageant, (collectively, the "Events"). The LANDLORD and the TENANT are desirous of entering into this LEASE so that the Events may continue as set forth in this LEASE, subject to the terms, conditions, and limitations of this LEASE. The GUARANTORS recognize that it is in its best interest to endorse, support, and advance the performance of this LEASE given the significant community benefit derived from having the sites of the Events in Hagerstown and Washington County and the LANDLORD is willing to enter into this LEASE provided that the GUARANTORS join in the execution of its LEASE to unconditionally guarantee the payment of the TENANT's rental obligations hereunder.

1. Term of the LEASE. The use of the Theatre is hereby granted to the TENANT for the following and no other purpose of conducting the Events as follows:
 1. Beginning Sunday, June 18, 2017 and continuing for eight (8) consecutive days ending on the following Sunday.
 2. Beginning Sunday, June 17, 2018 and continuing for eight (8) consecutive days ending on the following Sunday.
 3. Beginning Sunday, June 16, 2019 and continuing for eight (8) consecutive days ending on the following Sunday.
 4. Beginning Sunday, June 21, 2020 and continuing for eight (8) consecutive days ending on the following Sunday.
 5. Beginning Sunday, June 20, 2021 and continuing for eight (8) consecutive days ending on the following Sunday.

INT: _____

2. USE DATES: Use of the THEATRE shall be available on the above referenced dates beginning at 8:00 AM and ending at 11:59 PM daily. The technical staff will not be permitted to work past these hours

referenced above. Failure to comply with these hours shall result in a \$500.00 deduction from settlement in order to cover additional labor hours. Preliminary events will start promptly at 7:30PM and the final night will start promptly at 7:00PM.

INT: _____

3. RETURN OF LEASE: Dates and details requested by TENANT are not considered firm until this LEASE is fully executed and signed by all parties. LEASE must be received and signed by January 1, 2017.

INT: _____

4. LIABILITY INSURANCE: TENANT agrees to provide to the LANDLORD, no later than sixty (60) days before the event, a certificate of insurance evidencing the following insurance coverages are in place:

General Liability Insurance'	\$2,000,000 Annual Aggregate \$1,000,000 Per Occurrence
------------------------------	--

Must include Liquor Liability if TENANT is responsible for dispensing or selling alcohol.

Automobile Liability (including hired & non-owned vehicles)	\$1,000,000 Per Occurrence
---	----------------------------

Worker's Compensation (if TENANT has employees)	
a. State or District of Project Location	Statutory Limits
b. Employer's Liability Including Broad	\$500,000 Each Incident
Form and Voluntary Compensation	\$500,000 Disease, per Employee
	\$500,000 Disease Policy Limit

Umbrella Excess Liability	\$1,000,000 Aggregate \$1,000,000 Per Occurrence
---------------------------	---

The THEATRE shall be listed as an Additional Insured on a primary basis to the TENANT's General Liability (per ISO CG20101185 or equivalent), Auto Liability, and Umbrella policies. TENANT's insurance must be primary and non-contributory.

INT: _____

5. CANCELLATION BY TENANT/DEFAULT: Should the TENANT cancel the event covered by this LEASE or default in the performance of any of the terms and conditions of the LEASE, the REPRESENTATIVE of The Maryland Theatre may terminate this contractual agreement. Upon termination of the agreement for whatever reason, TENANT agrees to promptly remove at TENANT'S expense all its property from The THEATRE premises within twenty-four (24) hours. Any payments and deposits made to The LANDLORD shall be retained and the TENANT shall pay to The LANDLORD the projected LEASE costs of use for the current year of the term as if the performance has not been cancelled. Should the TENANT choose to cancel the performance within **ten (10) working days** from the date of the performance the projected LEASE costs of use for the current year of the term will be due in full before the original date of show. Should the TENANT choose to cancel the performance more than **ten (10) working days** from the date of the performance 50% of the projected LEASE costs of use for the current year of the term will be due in full before the original date of show. In the event that multiple refunds must be completed for patrons due to a cancelation, the TENANT will be billed at 8% credit card fee per refund.

INT: _____

6. PREMISES RENTED: The LANDLORD shall be paid the following flat rental fee on an annual basis for use of The THEATRE:

Year:	Rental Fee:
2017	\$34,000.00
2018	\$34,000.00
2019	\$34,000.00
2020	\$34,000.00
2021	\$34,000.00

This fee covers use of the House, Stage and Dressing areas. The Lobby areas, Rest Rooms, and concessions are included under the rental agreement. Additionally, the meeting room and staff bathroom may only be utilized by the event judges, auditors and their leaders. The offices are not included. Restorations fees are collected to maintain the integrity of the historic landmark.

INT: _____

7. 501 (C) (3) Rental: TENANT must produce a copy of the organization 501(c)(3) certificate one hundred and twenty (120) days prior to event dates.

INT: _____

8. SETTLEMENT: An annual deposit of \$8,000.00 shall be payable to The Maryland Theatre by the TENANT by May 1st for each year of this Agreement. The balance of \$26,000.00 shall be paid in each year, due and payable within fifteen (15) days of the conclusion of the event.

INT: _____

9. TICKETS: The LANDLORD reserves the right to print, sell and/or distribute all tickets to events held at The Maryland Theatre. The LANDLORD will sell tickets in the ticket sales office prior to the performance during its regular hours of operation and for 1 hour prior to the performances. Ticket prices and on sale dates will be determined by the TENANT and communicated to the box office on an annual basis by no later than January 31st. On sale dates will be prior to April 15th annually. It is understood that the ticket office charges the patrons a \$5 service fee per ticket purchased and a \$10 service fee per Season Package purchased. Season Package orders will not be available online and all order forms must be received by the Saturday of Memorial Day Weekend. The proceeds from all tickets sold shall belong exclusively to the Miss Maryland Scholarship Organization.

The proceeds from all tickets sold shall belong exclusively to the Miss Maryland Scholarship Organization ("MMSO") or any other assignee as determined by the TENANT and the identity of which has been provided prior to the Events to the LANDLORD. The proceeds from all tickets sold by the LANDLORD, less the service fee, shall be due and payable to the MMSO within one (1) week after the conclusion of the performance. The TENANT expressly authorizes the Theatre to make such payment to the MMSO notwithstanding the fact that such entity is not recited in the listing maintained by the Maryland Department of Assessments and Taxation.

The TENANT will receive the following tickets complimentary printed for all four events, with no service fees: All 300 sections seating (for princesses), 200 section- rows D-H (for executive directors), 300 section-balcony rows BB-FF 109-113 (for princesses) and any other seats as determined by the TENANT prior to the on sale dates.

The following seats will not be made available for sale: All box seats (reserved for contestant seating), 200 section- rows A-C (judges tables and seating and one row behind), and any other seats as determined by the TENANT prior to the on sale dates. The TENANT agrees to pay a 4% charge for credit card sales per Section 31. Credit card fees are nonrefundable. The Maryland Theatre is entitled to 20 complimentary tickets to your performance and the service fees will not apply to such tickets.

INT: _____

10. ADVERTISING: TENANT shall not advertise any performance prior to the signing of this LEASE. Additional advertising opportunities with The LANDLORD may be available. The LANDLORD will advertise the performance on its marquee and website up to 3 days prior to the date of and throughout the performance at no cost to the TENANT. Every effort will be made by the TENANT, in communication with The LANDLORD, to promote the sales of the tickets to the general public in order to achieve a sold out house.

INT: _____

11. TECHNICAL REQUIREMENTS: The Technical Director must be informed of all technical requirements and must have current lighting plots and floors plans at least thirty (30) working days prior to the event. All information including but not limited to talents, music, and contestant schedule must also be received prior to June 1st annually. All equipment brought in by the TENANT will be inspected by the Technical Director for possible safety violations, and the Technical Director will have final approval and authority for the use of such equipment. Technical information from the TENANT shall be first-hand and in writing.

INT: _____

12. STAFFING: The Technical Director shall schedule a lead crew member and additional crew members to work during the hours the TENANT will be at The THEATRE. Minimum staffing for performances is Technical Director and three crew members. The TENANT will provide a producer/director position who will "call" the show during all live events open to the public. The LANDLORD and the TENANT will work together to schedule an appropriate level of technical staff in order to meet but not exceed the needs of the rehearsals and events. The TENANT will make every effort to provide up-to-date schedules to the LANDLORD for the rental dates in order to minimize unnecessary staffing and expenses. The assigned staff shall not be requested or directed to leave the building for any purposes, including but not limited to running errands by the TENANT.

INT: _____

13. CROWD CONTROL: The LANDLORD shall schedule a lead staff member and three additional members to act as crowd control for the performances only. This staff shall be required to arrive a minimum of 60 minutes prior to show time and shall leave the THEATRE 30 minutes after the close of the curtain. While the crowd control staff will make every effort to uphold the guidelines set forth by the TENANT, the TENANT agrees to indemnify, defend and hold harmless the crowd control persons associated with the THEATRE, from all losses, costs, damages, demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons, during the period in which this LEASE covers the use of the rented space, or occurring as a result of the use of such space during the agreed period.

INT: _____

14. PRODUCTION REQUIREMENTS: The TENANT shall be held responsible for producing and directing a quality and high level of entertainment. As a TENANT of The historic Maryland Theatre, the

mission of The THEATRE must be carried out of providing quality productions. Capable and qualified staffing must be provided by the TENANT in order to do so. It is understood that the TENANT is a volunteer organization, however the LANDLORD expects communication from the TENANT regarding items that are difficult to produce and guidelines that are unachievable. The LANDLORD views the TENANT'S events as a working partnership with both the LANDLORD and the TENANT striving to improve the events annually. The TENANT agrees with the statements above.

INT: _____

15. **COMBUSTIBLE AND EXPLOSIVE MATERIALS ARE NOT ALLOWED:** The RENTER shall not bring any combustible or explosive materials on the premises. (Note: The use of combustible or explosive materials is unlawful in the City of Hagerstown.) Pyrotechnic and open flame displays are strictly prohibited. The Maryland Theater is protected by a fire alarm system. The use of smoke machines or other special effect equipment shall not interfere with the operations of the fire alarm system or obscure the visibility of any emergency exit. The activation of the fire alarm system will cause the show to end and the building to be evacuated until occupancy is approved by the fire department. Special effect items include but are not limited to flashpots, open flame, smoke devices, fog machines, diffusion, hazers, candles, flaming torches, and lasers. The Maryland Theatre and / or the fire marshal office shall have the right to require the demonstration of any special effects display to assure compliance with all local and state fire and life safety codes.

INT: _____

16. **COPYRIGHT LICENSE:** The securing and payment of the copyright license fee(s) are the responsibility of the TENANT. TENANT agrees to defend, indemnify, and hold harmless The LANDLORD against all claims, demands, cost, and expenses that The LANDLORD may sustain or incur by reason of any infringement or violation of any copyright or proprietary right in the events described in Section 1. BMI and ASCAP will be the responsibility of the TENANT, if applicable.

INT: _____

17. **CONTROL OF BUILDING:** The LANDLORD shall be at all times under control of The Maryland Theatre. Doors shall not be propped open at any time. Every effort will be made by LANDLORD staff to ensure guidelines set forth by the TENANT of limiting public access into the facility during various times of the rental period. Doors may be unlocked at times of monitoring by LANDLORD Staff, volunteers or TENANT.

INT: _____

18. **THE LANDLORD WILL PROVIDE AS PART OF THE BASE RENTAL CHARGE:** In house lights/sound equipment, heating/air conditioning, ushers, facility insurance. TENANT agrees to leave the premises in the same condition as existed on the date TENANT took possession, ordinary wear and tear excluded.

INT: _____

19. **TRASH REMOVAL & CLEANING:** TENANT agrees to keep the LANDLORD in good order during the event covered by the LEASE and immediately after the event to remove all personal items, equipment trash, and rubbish concurrent with the take-outs of sets, props, and costumes. The LANDLORD will provide appropriate cleaning services during the event in order to present an acceptable appearance to attendees and well stocked restrooms for the TENANT. Cleaning services are available during normal business hours and custodial staff will make every effort to not cause disturbance of the activities of the TENANT.

INT: _____

20. RESTORATION AFTER EVENT: If TENANT's use of The LANDLORD requires that the regular stage draperies and/or lighting equipment must be removed from the battens prior to TENANT'S events, TENANT agrees to pay technical fees to have the equipment restored to the original set-up that The LANDLORD prefers, except normal wear and tear.

INT: _____

21. OPENING HOURS: It is the policy that The LANDLORD Lobby/Annex is opened 1 hour prior to a performance and the House Doors are opened thirty (30) minutes prior to the scheduled time of the performance. In the event of a large audiences, reduced space in gathering areas due to product sales or inclement weather, The LANDLORD staff will request opening the house prior to 30 minutes before show time due to the safety of our patrons.

INT: _____

22. SEATING CAPACITY: Persons will not be permitted inside The THEATRE in excess of the establish capacity of 1,300.

INT: _____

23. TENANT PRODUCT SALES: The LANDLORD may permit the sale of souvenir programs, records, books, or any related merchandise commonly sold or dispensed in auditoriums. If such items are sold, the standard house commission for this event of twenty percent (20%) will be waived. All taxes are the responsibility of the TENANT. Up to two (2) tables may be placed in the designated lobby area and one (1) table in the Annex area for TENANT's sales. The LANDLORD must be informed of all product sales 30 days prior to performance. The LANDLORD will not be responsible for any tax responsibility resulting from merchandise sales. The LANDLORD retains all rights to deny any or all of product sales within the Maryland Theatre and property of The Maryland Theatre.

INT: _____

24. CONCESSION SALES: The LANDLORD retains rights for all Food and Beverage Concessions, and LANDLORD product sales within the property. The LANDLORD may operate the Concession stand up to 1 1/2 hours before a performance and during the required intermission. All alcohol consumed on the property of The LANDLORD shall be purchased from The LANDLORD.

TENANT acknowledges that alcohol sales, service, and consumption upon the premises of the Maryland Theatre are governed by Maryland law. Consequently, TENANT agrees to comply with such rules and regulations including but not limited to ensuring that all patrons buying, possessing, consuming and/or sharing alcoholic beverages must be at least twenty one (21) years of age, without exception. The LANDLORD reserves the absolute and unqualified right at any time to request and examine all photo identifications, to limit or restrict sales as needed, and to cease the sale of alcoholic beverages in the event of the LANDLORD's determination that the continued sale of such products is in violation of Maryland law or that such continued sale presents a threat to the public welfare and safety.

INT: _____

25. RECORDING: TENANT agrees that no recording, visual or audio, of any kind is made of the event covered by the LEASE without prior written approval from the LANDLORD. The LANDLORD has the right to require payment for said privilege. A complimentary copy must be provided to the office of The LANDLORD.

INT: _____

26. NO OBSTRUCTION: TENANT shall neither encumber nor obstruct the sidewalk in front of, or the halls and stairs of said premises, including loading area and all exterior fire exits from the building, nor

allow the same to be obstructed or encumbered in any manner other than during Load In/Out. The backstage and dressing room areas are included in these requirements and will be monitored by The TENANT. Sight lines from THEATRE seating shall not be obstructed to the stage by placement of any equipment. No parking spaces are owned by The LANDLORD. Parking for The TENANT and its associates is the responsibility of The TENANT. The TENANT agrees to follow all parking instructions by the Hagerstown Police or other designated LANDLORD employee. The LANDLORD will make every effort to reserve one (1) parking space, with the approval of the City of Hagerstown, in direct proximity of the THEATRE, for the judges for each of the performance events.

INT: _____

27. PUBLIC SAFETY & INDEMNITY: TENANT agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon; and to indemnify, defend and hold harmless All persons associated with the TENANT are the responsibility of the TENANT and must act in an appropriate manner and utilize each area of the facility respectfully. Each room of the facility must be utilized for what it was intended for. Ex: lobby should not be used as a dressing room. The LANDLORD, its agents, consultants and employees shall be held harmless from all losses, costs, damages, demands, claims, suits, actions, or liabilities resulting from injuries or death to any persons, as the result of any intentional, reckless, or negligent conduct of TENANT, its agents, employees, servants, contractors, subcontractors, licenses, invites or guests, during the period in which this CONTRACT covers the use of the rented space, or occurring as a result of the use of such space during the agreed period.

INT: _____

28. HANDICAP ACCESSIBILITY: The THEATRE is in compliance with the American with Disabilities Act and The THEATRE is accessible to people with disabilities. Accessible seating is not sold online. Seating is available for patrons in wheelchairs. Sign Interpreters are scheduled as requested by patron(s). Additional assistance can be made for those requiring backstage access. The TENANT shall provide The LANDLORD with a list of the types/numbers of impaired persons expected to attend the performance.

INT: _____

29. CONDITION OF PREMISES: The LANDLORD and its agents have made no representation or promises with respect to the building or LEASED premises except as herein expressly set forth. The utilization of the LEASED premises by TENANT shall be conclusive evidence, as against TENANT, that TENANT accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

INT: _____

30. ADDITIONAL REGULATIONS: ALL TENANTS shall comply with the laws of the United States of America, the State of Maryland and the City of Hagerstown. Violations by the TENANT will result in default by TENANT. Smoking is not allowed anywhere in the building. The TENANT is responsible for informing Event Staff of the no-smoking policy, which is strictly enforced for safety and health reasons.

INT: _____

31. Load in/load out will take place between the hours of 8:00 AM and 11:59 PM on the use and occupancy dates of this LEASE. Failure to comply with the move-out deadlines mean The LANDLORD will store the TENANT'S effects at storage fee of \$500.00 per day, deducted from settlement, for the following day or any part of a day thereafter until the TENANT removed effects from The THEATRE.

Storage fees may be deducted from box office revenues. The technical staff will not be permitted to work past these hours referenced above. Failure to comply with these hours or additional hours requested outside of the use and occupancy dates shall result in an additional \$500.00 deduction from settlement in order to cover additional labor hours.

INT: _____

32. The administrative/ticket office located at 27 South Potomac Street is open weekdays from 11:00 AM to 4:30 PM (except holidays/seasonal changes) and 1 hour prior before performances.

INT: _____

33. ASSIGNMENT: The Parties hereto acknowledge that the TENANT shall NOT have the right to assign its rights and obligations hereunder to any third party without the written consent of the LANDLORD.

INT: _____

34. GUARANTY: In order to induce the LANDLORD to enter into this LEASE, the GUARANTORS unconditionally guarantee to the LANDLORD the full and punctual payment when due of the TENANT's rent obligations under the terms of this LEASE, in the respective amounts delineated herein. GUARANTORS may satisfy their individual obligations hereunder by making payment directly to LANDLORD without first waiting for an event of default by TENANT.

The maximum CITY guaranty obligation shall be \$8,000.00 per year for each year of the term hereof, specifically guaranteeing the annual deposit amount due on May 1st of each year.

The maximum COUNTY guaranty obligation shall be \$16,000.00 per year for each year of the term hereof, specifically guaranteeing a portion of the amount due within fifteen (15) days of the conclusion of the event each year.

If this Lease is terminated by mutual consent of the Parties or pursuant provision 5 hereof, the GUARANTORS' obligations hereunder shall cease for any subsequent, remaining year of the term hereof.

INT: _____

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)
AGREED AND ACCEPTED

Carroll County Foundation, Inc.
(TENANT)

By: _____

Type/Print Name and Title

Date _____

The Maryland Theatre Association, Inc.
(LANDLORD)

By: _____

Type/Print Name and Title

Date _____

City of Hagerstown, (GUARANTOR)

By: _____

Type/Print Name and Title

Date _____

Board of Commissioners of Washington County (GUARANTOR)

By: _____

Type/Print Name and Title

Date _____

**Any changes, modifications or waivers of these provisions are invalid unless initialed by both
TENANT and the designated agent of The Maryland THEATRE. This CONTRACT is not valid until
signed by The THEATRE's REPRESENTATIVE.**

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

Topic:

Approval of a Mutual Aid Agreement with Washington County Sheriff's Department and the City of Cumberland

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Mutual_Aid_Agreement_Contract_Motion.pdf

Power_Services_Agreement_Contract.pdf

Description

Motion

Power Services Agreement
Contract

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 22, 2016

TOPIC: **Approval of a Mutual Aid Agreement with the Washington County Sheriff's Department and the City of Cumberland.**

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

MOTION: I hereby move for Mayor and Council approval of a Mutual Aid Agreement with the Washington County Sheriff's Office and the City of Cumberland to provide, in cases of emergencies, assistance consistent with resources, specialized units, equipment and / or law enforcement personnel.

The only potential cost to the City of Hagerstown would be personnel costs during the deployment incident.

DATE OF INTRODUCTION: N/A

DATE OF PASSAGE: November 22, 2016

EFFECTIVE DATE: November 22, 2016

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT ("Agreement") is made and entered into this ____ day of November, 2016, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND**, the **WASHINGTON COUNTY SHERIFF'S OFFICE** ("Sheriff"), the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY**, and the **MAYOR AND CITY COUNCIL OF HAGERSTOWN**.

RECITALS:

WHEREAS, in accordance with Md. Crim. Proc. Code Ann. § 2-105(b), the governing body of a county or municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the county or municipal corporation;

WHEREAS, the City of Cumberland Police Department, the City of Hagerstown Police Department, and the Washington County Sheriff's Office are charged with providing law enforcement services to the citizens of the City of Cumberland, the City of Hagerstown, Maryland and Washington County, Maryland within their respective jurisdictions;

WHEREAS, in accordance with Md. Crim. Proc. Code Ann. § 2-105(g)(1), police officers coming from one county or municipal jurisdiction under the terms of a mutual aid agreement may enforce the laws of the State of Maryland to the same extent as the authorized law enforcement officers of the receiving county or municipal corporation;

WHEREAS, on occasion, the City of Cumberland Police Department, the City of Hagerstown Police Department and the Washington County Sheriff's Office require supplementary manpower to assist with respect to their law enforcement operations; and

WHEREAS, the parties hereto enter into this Agreement for the purpose of establishing terms and conditions under which their respective law enforcement agencies will provide aid to one another.

WITNESSETH:

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

1. **Recitals.** The recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement.

2. **Definitions.** As used herein, the following terms shall have the following meanings:

"Assisting Party" means the participating governmental entity furnishing equipment, resources, supplies and/or personnel to the Requesting Party under the terms of this Agreement.

“Emergency” includes a life threatening situation demanding an immediate police response, a situation in which there is a potential for violence as well as the definition of that term as defined in Md. Crim. Proc. Code Ann. § 2-101(b), i.e., “a sudden or unexpected happening or an unforeseen combination of circumstances that calls for immediate action to protect the health, safety, welfare, or property of a person from actual or threatened harm or from an unlawful act.”

“Requesting” means a request for assistance made by a Requesting Party to an Assisting Party under the terms of this Agreement.

“Requesting Party” means the participating governmental entity, which has primary jurisdiction at the location requesting aid, but due to insufficient resources, specialized units, supplies, equipment and/or personnel, is unable to provide an adequate response to the situation without the assistance of others. “Requesting Party” shall also include the governmental entity which has primary jurisdiction where an Assisting Party is providing assistance in response to an Emergency.

Any reference to “police” or “police officers” in this Agreement shall include police officers of the City of Cumberland Police Department, police officers of the City of Hagerstown Police Department, and/or deputies of the Washington County Sheriff’s Office.

3. **Purpose of Agreement.** This Agreement is made in recognition of the fact that there may be situations where law enforcement agencies require the assistance of the other law enforcement agencies with respect to their law enforcement operations. The Assisting Party shall aid and assist the Requesting Party by assigning some of its resources, specialized units, equipment and/or law enforcement personnel to the Requesting Party as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens by enabling other law enforcement agencies to provide additional resources, specialized units, equipment and/or law enforcement personnel as needed.

4. **Actions Considered to be for Public and Governmental Purpose; Immunities.** The terms and provisions of Md. Crim. Proc. Code Ann. § 2-105(c), as amended from time to time, are incorporated by reference herein and form a part of this Agreement. Effective the date of this Agreement, those terms and provisions are as follows:

(c) *Actions considered to be for public and governmental purpose; immunities.-*

(1) The acts done by the police officers or other officers, agents, or employees of a county or municipal corporation under the authority of subsection (b) of this section and the expenditures made by the county or municipal corporation are considered to be for a public and governmental purpose.

(2) When a county or municipal corporation is acting through its police officers or other officers, agents, or employees for a public or governmental purpose beyond its boundaries under this section or other lawful authority, the county or municipal corporation has the same immunities from liability that the county or municipal corporation has when acting through its police officers or other officers, agents, or employees for a public or governmental purpose within its boundaries.

(3) When the police officers or other officers, agents, or employees of a county or municipal corporation are acting beyond the boundaries of the county or municipal corporation within the State under this section or other lawful authority, the police officers and other officers, agents, and employees of the county or municipal corporation have the same immunity from liability described in 5-612 of the Courts Article and exemptions from laws, ordinances, and regulations, and the same pension, relief, disability, workers' compensation, and other benefits as those persons have while performing their duties within the boundaries of the county or municipal corporation.

5. Authority of Assisting Party's Officers. Police officers of an Assisting Party shall exercise criminal law enforcement powers outside of the Assisting Party's jurisdiction and within the jurisdiction of the Requesting Party to the same extent as police officers of the Requesting Party acting within the jurisdiction of the Requesting Party provided the police officers of the Assisting Party are present in the Requesting Party's jurisdiction pursuant to a Request from the Requesting Party.

None of the provisions of this Agreement shall be construed to permit the police officers of the Assisting Party to perform routine patrols in the jurisdiction of the Requesting Party or to conduct investigations therein unless said patrols or investigations are the subject of a particular Request.

6. Report Required. Whenever a Request is made, a report will be generated within the Requesting Party's records management system to document such Request. Said report shall detail the reason for the Request, the expected duration of the same, as well as all other salient details regarding the Request and the activities of the law enforcement officers of the Assisting Party and the Requesting Party in responding to the situation giving rise to the Request.

Whenever assistance is provided under the terms of this Agreement in response to an Emergency, the Assisting Party shall be responsible for generating a report regarding the incident and it shall provide a copy of the same to the Requesting Party.

7. Agency Policy and Procedures. When conducting law enforcement activities within the jurisdiction of a Requesting Party, including, but not limited to, the use of force, the officers of the Assisting Party shall adhere to the Assisting Party's policies and procedures. They shall use only those weapons and tactics for which they are qualified and authorized to use in accordance with the Assisting Party's policies and procedures.

8. Guidelines for Dispatching and Receiving Mutual Aid.

A. A Request may be made whenever a situation or potential situation requires concentration of personnel or special equipment and personnel that exceeds the normal on-duty capacity of the Requesting Party.

B. The supervisor or highest-ranking police officer on duty or his designee must be the person making the Request.

C. The supervisor or highest-ranking police officer on duty for the Assisting Party or his designee shall promptly acknowledge the request and shall, in the sole discretion of the Assisting Party determine whether to, when to, and how many officers of the Assisting Party will respond to the request based upon the availability of on-duty personnel and the situation or potential situation in the Assisting Party jurisdiction. The determination will be communicated to the Requesting Party immediately upon being made.

D. The Requesting Party will be responsible for communicating the necessary information to the Assisting Party's officers in order to safeguard their approach to the scene of the incident.

E. The Requesting Party will be responsible for arrests and detentions in its jurisdiction, unless circumstances dictate otherwise.

F. When a police officer of an Assisting Party makes an arrest in the Requesting Party's jurisdiction, that officer will immediately notify the Requesting Party, take the suspect to the Requesting Party's police station or Central Booking for processing, and take the suspect before a District Court Commissioner, if necessary, and prepare any necessary reports unless responsibility for the foregoing is expressly assumed by a police officer of the Requesting Party.

G. All follow-up investigation for all offenses will be conducted by the Requesting Party.

H. In the event that any police officer of an Assisting Party responds to an Emergency or a Request within a Requesting Party's jurisdiction, the command authority shall be determined as follows:

(i) The Requesting Party shall exercise command unless otherwise provided below.

(ii) In the event that a police officer of an Assisting Party is first on the scene, that individual shall assume command and secure the area, maintain the integrity of the crime scene, establish a perimeter, as required, and begin to gather victim and witness

information until a police officer from the Requesting Party's department arrives on the scene. Upon arrival, the Requesting Party's police officer shall assume command of the scene. Once command is transferred, the Assisting Party's police officer shall not remain on the scene unless requested to do so by the Requesting Party's officer in charge.

9. **Statutorily Require Waivers.** In accordance with Md. Crim. Proc. Code Ann. § 2-105(e)(2), each of the parties hereto: (i) waives any and all claims against the others that may arise out of the other parties' activities outside of their respective jurisdictions under this Agreement; and (ii) agrees to indemnify and hold the other parties harmless with respect to all claims by third parties that are for property damage or personal injury that may arise out of the activities of the other parties to this Agreement outside their respective jurisdictions under this Agreement.

10. **Term.** This Agreement shall remain in force and effect for a period of one (1) year from the date the Agreement takes effect and shall automatically renew for subsequent one (1) year terms on the same terms and conditions as are set forth herein unless any of the parties to this Agreement provides written notice to the other parties of its desire not to renew this Agreement no less than seven (7) days prior to the expiration of the then-current term. Additionally, any of the parties to this Agreement may cancel it and terminate its rights and obligations hereunder by providing no less than seven (7) days advance written notice of said termination to the other parties.

11. **Maryland Law Applies.** This Agreement, having been executed in the State of Maryland, shall be construed, interpreted and enforced under the laws of the State of Maryland.

12. **Venue.** This Agreement is and shall be enforceable with an action commenced in the District Court of Maryland for Garrett County, the District Court of Maryland for Frederick County, the Circuit Court for Garrett County, Maryland or the Circuit Court for Frederick County, Maryland and the parties hereto agree to be subject to the jurisdiction of such courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts is commenced in an inconvenient forum or one that lacks proper venue. Any actions arising out of or relating to this Agreement must be instituted in the aforesaid courts. The courts of Garrett County and Frederick County have specifically been chosen as they are the counties which are in closest proximity to the counties where the parties to this Agreement.

13. **Captions.** The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

14. **Entire Agreement.** This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Agreement

may not be modified except in a subsequent writing signed by all of the parties to this Agreement.

15. **Gender/Tense/Conjugation.** The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

16. **Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF, AS AN INCIDENT TO OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto acknowledge that this Agreement is their act and that they have executed it effective the day and year first above written.

WITNESS/ATTEST:



MAYOR AND CITY COUNCIL
OF CUMBERLAND

By: 

Brian K. Grim, Mayor

MAYOR AND CITY COUNCIL
OF HAGERSTOWN

By: _____

David S. Gysberts, Mayor

WASHINGTON COUNTY
SHERIFF'S OFFICE

By: _____

Douglas W. Mullendore, Sheriff

**BOARD OF COUNTY
COMMISSIONERS OF WASHINGTON
COUNTY, MARYLAND**

By: _____
Terry L. Baker, President

Approved as to form and content:



**CITY OF CUMBERLAND POLICE
DEPARTMENT**

By: 
Charles H. Hinnant, Chief

**CITY OF HAGERSTOWN POLICE
DEPARTMENT**

By: _____
Victor Brito, Chief

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

Topic:

Approval of Automatic Renewal with Brekford Corporation for the Photo Speed Enforcement Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Brekford_Automatic_Renewal.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 22, 2016

TOPIC: **Approval of Automatic Renewal with Brekford Corporation for the
Photo Speed Enforcement Program**

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

MOTION: I hereby move for Mayor and Council approval of the automatic renewal of the Photo Speed Enforcement Program with Brekford Corporation. The renewal date is December 17, 2016 and will run through December 16, 2017. The estimated annual cost is \$462,000

DATE OF PASSAGE: November 22, 2016

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

Topic:

Approval of Noise Ordinance Exemption for Fireworks – What's NXT Krumpe's Donut Drop
- December 31, 2016

Mayor and City Council Action Required:

City staff request Mayor & City Council approval for What's NXT Krumpe's Donut Drop fireworks display to be exempted from the City's noise ordinance under section 155-5 of the City Code of Hagerstown.

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Noise_Exemption.pdf

Motion_-_Noise_Ordinance.pdf

Description

Noise Ordinance Exemption:
What's NXT Krumpe's Donut
Drop

Motion



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator

FROM: Lauren Metz, Community Events Coordinator

DATE: November 8, 2016

SUBJECT: Noise Ordinance Exemption – What's NXT Krumpe's Donut Drop

At the November 22, 2016 Mayor and City Council Regular Session staff seek approval of a noise ordinance exemption for a fireworks display at the What's NXT Krumpe's Donut Drop on December 31, 2016.

Background:

What's NXT will be presenting the 2017 New Year's Downtown Krumpe's Donut Drop on Saturday, December 31, 2016 in Public Square. Preparations for this event will begin at 4:00 p.m. and activities will begin at 5:00 p.m. with a children's area located in front of the First Hose Fire Company. The event will continue with various family festivities, free coffee, free hot chocolate, free popcorn, and Krumpe's donuts. The official donut drop will begin at 6:59 p.m. and feature a fireworks display after the donut has been dropped.

Mayor and City Council Action Requested:

City staff request Mayor and City Council approval for What's NXT Krumpe's Donut Drop fireworks display to be exempted from the City's noise ordinance under section 155-5 of the City Code of Hagerstown.

c:
Jill Frick, Director of Community and Economic Development
Melissa Fountain, Director of Events – What's NXT

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 22, 2016

TOPIC: Approval of Noise Ordinance Exemption – What’s NXT Krumpe’s Donut Drop

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

MOTION: I hereby move that Mayor and Council approve an exemption from the City of Hagerstown’s Noise Ordinance under section 155-5 of the Code of the City of Hagerstown for the What’s NXT Krumpe’s Donut Drop on December 31, 2016.

DATE OF PASSAGE: 11/22/2016

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

Topic:

Approval of Funding for a Community Coalition Lobbyist

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

motion.community_lobbyist_Nov_2016.pdf

Description

Motion - Washington County
Coalition Support

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 22, 2016

TOPIC: Approval of Funding for a Community Coalition Lobbyist

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

MOTION: I hereby move for Mayor and Council authorization of the expenditure of \$5,000.00 from the General Fund in order to contribute toward hiring John Favazza with the firm of Manis, Canning & Associates, as the Community Coalition Lobbyist. Other committed partners include the Convention and Visitors Bureau, Chamber of Commerce, CHIEF, the Greater Hagerstown Committee, Friends of the Library, and the Town of Williamsport.

Other potential participants include Washington County Public Schools and the Washington County Commissioners.

DATE OF PASSAGE: 11/22/2016

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

Topic:

Approval of Amendment to the Power Service Agreement with Allegheny Energy Supply Company, LLC (now dba FIRSTENERGY SOLUTIONS CORP)

Mayor and City Council Action Required:

Requested approval of the Electric Division Amendment 5 to Hagerstown Power Services Agreement

Discussion:

The Power Services Agreement between Allegheny Energy Supply Company, LLC (AES)/First Energy Solutions (FES) and the City will conclude as of May 31, 2017. The current contract was consummated in 2005 and became effective July 1, 2006. AES reviewed pricing for a fifth contract extension at our request. We were informed that restructuring of the operating market would not provide for a decrease to our existing rate. Even though out year pricing for energy decreased, the capacity rates that have been introduced will offset or exceed those savings, creating more risk in their margins.

To meet our goal and have a new Wholesale Power Supply Contract completed before the end of November 2016, the Hagerstown Light Department composed and advertised an RFP to review rate comparisons and negotiate a new contract for wholesale power. GDS Associates, Inc is assisting us to obtain the lowest purchase power cost for the citizens of Hagerstown. The initial RFP received thirteen respondents, of which a short list of five was developed based on the proposed rates from the suppliers and projections provided by GDS's market knowledge. The final three suppliers were requested to supply us with pricing for a five year contract term.

If the First Energy Solutions offer of \$52.70/MWh is accepted, an increase of 2.46% in the wholesale rate will be realized in comparison to the current contract price of \$51.50/MWh. The table below was developed to compare monthly projected customer bills of residential and industrial rates using the most recent Purchase Power Adjustment (PPA) calculations, keeping in mind the PPA fluctuates on monthly basis. A residential customer usage of 1,000 kWh per month would see a bill of \$65.53 increase to \$66.55 (\$1.02 increase at 1.54% and a large industrial customer who uses 100,000 kWh would see a bill of \$7,207.68 increase to \$7,309.68 (\$102.00 increase at 1.40%).

Page 1

The Town of Williamsport and the Town of Thurmont have partnered with us through the entire process and will follow the choice made by the City of Hagerstown. The conservative approach to the Wholesale Power Supply processes has served us well to date and we continue to be the low cost regional electric service provider. As a comparison (using actual calendar year billing data from a local electric service provider to arrive at an average monthly bill of 1,000 kWh) a residential customer bill was \$111.11 and the comparable bill for a residential customer of the HLD was \$75.60. A difference of \$35.51 per month equates to a monthly bill 32% lower than a local provider.

Local Electric Provider	1000 kWh/month	\$111.11
Hagerstown Light Department	1000 kWh/month	\$75.60
Difference/month		\$35.51

Financial Impact:

To Be Determined

Recommendation:

Staff recommended approval

Motion:

DATE: November 22, 2016

TOPIC: Approval of a Motion to approve the Amendment to the Power Service Agreement between the City of Hagerstown and Allegheny Energy Supply Company, LLC (now dba FIRSTENERGY SOLUTIONS CORPORATION)

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	?

Resolution :
Other :

MOTION: I hereby move that the Mayor and City Council approve the Amendment No. 5 to the Power Service Agreement between the City of Hagerstown and Allegheny Energy Supply Company, LLC (now dba FIRSTENERGY SOLUTIONS CORPORATON). The existing Power Service Agreement has been extended for a period of five years, from the initial expiration date of May 31, 2017 through the new expiration date of May 31, 2022. The MWh (megawatthour) charge for service during the aforementioned five year period will become \$52.70 (fifty two dollars and seventy cents).

DATE OF INTRODUCTION: 11/22/16

DATE OF PASSAGE: 11/22/16

EFFECTIVE DATE: 11/22/16

Action Dates:

Regular Session 11-22-16

ATTACHMENTS:

File Name

Description

Motion_for_AESFES_Power_Service_Contract_Extension_112216.doc

Motion for AESFES Power Service Contract Extension 112216

Electric_Division_Memo_for_Wholesale_Power_Supply_112216.docx

Electric Division Memo for Wholesale Power Supply 112216

Electric_DivisionAmendment_5_to_Hagerstown_PSA_WPS_112216.pdf

Electric Division Amendment 5 to Hagerstown Power Services Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 22, 2016

TOPIC: Approval of a Motion to approve the Amendment to the Power Service Agreement between the City of Hagerstown and Allegheny Energy Supply Company, LLC (now dba FIRSTENERGY SOLUTIONS CORPORATON)

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

MOTION: I hereby move that the Mayor and City Council approve the Amendment No. 5 to the Power Service Agreement between the City of Hagerstown and Allegheny Energy Supply Company, LLC (now dba FIRSTENERGY SOLUTIONS CORPORATON). The existing Power Service Agreement has been extended for a period of five years, from the initial expiration date of May 31, 2017 through the new expiration date of May 31, 2022. The MWh (megawatthour) charge for service during the aforementioned five year period will become \$52.70 (fifty two dollars and seventy cents).

DATE OF INTRODUCTION: 11/22/16
DATE OF PASSAGE: 11/22/16
EFFECTIVE DATE: 11/22/16



City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

November 15, 2016

TO: Valerie Means, City Administrator

FROM: Michael S. Spiker, Director of Utilities

Nathan Fridinger, Electric Operations Manager

SUBJECT: Wholesale Power Supply Contract

ACTION: Discussion and Requested Approval

The Power Services Agreement between Allegheny Energy Supply Company, LLC (AES)/First Energy Solutions (FES) and the City will conclude as of May 31, 2017. The current contract was consummated in 2005 and became effective July 1, 2006. AES reviewed pricing for a fifth contract extension at our request. We were informed that restructuring of the operating market would not provide for a decrease to our existing rate. Even though out year pricing for energy decreased, the capacity rates that have been introduced will offset or exceed those savings, creating more risk in their margins.

To meet our goal and have a new Wholesale Power Supply Contract completed before the end of November 2016, the Hagerstown Light Department composed and advertised an RFP to review rate comparisons and negotiate a new contract for wholesale power. GDS Associates, Inc is assisting us to obtain the lowest purchase power cost for the citizens of Hagerstown. The initial RFP received thirteen respondents, of which a short list of five was developed based on the proposed rates from the suppliers and projections provided by GDS's market knowledge. The final three suppliers were requested to supply us with pricing for a five year contract term.

If the First Energy Solutions offer of \$52.70/MWh is accepted, an increase of 2.46% in the wholesale rate will be realized in comparison to the current contract price of \$51.50/MWh. The table below was developed to compare monthly projected customer bills of residential and industrial rates using the most recent Purchase Power Adjustment (PPA) calculations, keeping in mind the PPA fluctuates on monthly basis. A residential customer usage of 1,000 kWh per month would see a bill of \$65.53 increase to \$66.55 (\$1.02 increase at 1.54% and a large industrial customer who uses 100,000 kWh would see a bill of \$7,207.68 increase to \$7,309.68 (\$102.00 increase at 1.40%).

The Town of Williamsport and the Town of Thurmont have partnered with us through the entire process and will follow the choice made by the City of Hagerstown. The conservative approach to the Wholesale Power Supply processes has served us well to date and we continue to be the low cost regional electric service provider. As a comparison (using actual calendar year billing data from a local electric service provider to arrive at an average monthly bill of 1,000 kWh) a residential customer bill was \$111.11 and the comparable bill for a residential customer of the HLD was \$75.60. A difference of \$35.51 per month equates to a monthly bill 32% lower than a local provider.

NEW RATE					Actual Usage		Average Electric Bill	
					0	700	1000	2000
Rate 01 Residential					kWh	kWh	kWh	kWh
Rates / Charges								
EUSP Surcharge/mo.				\$0.37				
Energy Charge/kWh		\$0.06263						
Siting Surcharge/kWh		\$0.0001500						
Purc. Power/kWh		\$0.00278						
State Franch Tax/kWh		\$0.00062						
Total		\$0.06618			\$0.37	\$46.70	\$66.55	\$132.73
NEW RATE					Actual Usage		Average Electric Bill	
					0	0	50000	100000
Rate 10 PH * High Industrial					kWh	kWh	kWh	kWh
Rates / Charges					<100000	>100000		
Energy 1st 100000 kWh		\$0.04052	\$0.04052					
Energy All over 100000 kWh		\$0.03605		\$0.03605				
Siting Surcharge/kWh		\$0.0001500	\$0.0001500	\$0.0001500				
Purc. Power/kWh		\$0.00278	\$0.00278	\$0.00278				
State Franch Tax/kWh		\$0.00062	\$0.00062	\$0.00062				
Demand kW	463	\$6.26929	\$6.26929	\$6.26929				
Total All over 100000 kWh				\$0.03960				
Total 1st 100000 kWh			\$0.04407		\$2,902.68	\$3,349.68	\$5,106.18	\$7,309.68

Local Electric Provider	1000 kWh/month	\$111.11
Hagerstown Light Department	1000 kWh/month	\$75.60
Difference/month		\$35.51

AMENDMENT NO. 5

Dated as of _____, 201__

TO THE POWER SERVICE AGREEMENT

Between

THE CITY OF HAGERSTOWN, MARYLAND

And

ALLEGHENY ENERGY SUPPLY COMPANY, LLC

(now dba FIRSTENERGY SOLUTIONS CORP.)

FOR LONG TERM SERVICE

WHEREAS, the above Parties have previously entered into that certain Power Service Agreement, dated as of November 29, 2005, as amended by that certain Amendment to the Power Service Agreement, dated as of October 8, 2009 and that certain Amendment No. 2 to the Power Service Agreement, dated as of October 13, 2011 and that certain Amendment No. 3 to the Power Service Agreement, dated as of February 2, 2013 and that certain Amendment No. 4 to the Power Service Agreement, dated as of January 7, 2014 (collectively, the "Agreement"); and

WHEREAS, the Parties desire to extend the term of the Agreement as set forth below; and

WHEREAS, the City of Hagerstown has requested to be billed on "settled load" (i.e., de-rated load as billed by PJM) rather than "metered load" (with the cost of losses included in the price); and

WHEREAS, Allegheny Energy Supply Company, LLC ("Assignor") has assigned its business and operations to FirstEnergy Solutions Corp. ("Assignee") who has assumed the obligations and responsibilities under this Agreement, becoming a Party thereto, and City of Hagerstown is willing to consent to this Assignment and Assumption; and

WHEREAS, the Parties have agreed to amend the Agreement in accordance with the terms of this Amendment No. 5 to the Power Service Agreement (the "Amendment").

NOW THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree with effect from the date first indicated above, as follows:

1. Amendments to the Term of the Agreement and Contract Price.

The Parties agree to the following amendments related to the term of the Agreement:

(a) Section 1.9: Replace the definition of "Delivery Point" as follows: "Delivery Point" means the point at which the energy will be delivered and received, identified as the APS Residual Aggregate Pnode 116472931.

(b) Article 2, Section 2.3: Change the second sentence to read as follows: "The charge for supplying the combined capacity and energy losses to the City's metered Delivery Point(s) (at both the transmission and subtransmission levels) billed by PJM to Supplier is not included in the energy price per MWh as defined in Section 5.1. Settled load (i.e., de-rated load) billed by PJM to Supplier at the City's Delivery Point will be billed to the City without markup." Delete the third sentence in its entirety.

(c) Article 4: Change the seventh line to read as follows: "...including calendar year 2006 but excluding calendar year 2022." Change the tenth line to read as follows: "...calendar years 2006 through 2022."

(d) Article 5, Section 5.1: At the end of the first sentence, add the following: "\$52.70/MWh for service commencing on 00:00:00 hours June 1, 2017 through service ending after 23:59:59 hours on May 31, 2022."

(e) Article 5, Section 5.1: Replace the fourth sentence with the following sentences to read as follows: "The quantities of Full Requirements Power and Services billed to the City will be based on the quantities billed by PJM to Supplier at the City's Delivery Point, which is identified as the APS Residual Aggregate Pnode 116472931."

(f) Article 7, Section 7.1: Delete the fourth sentence and insert the following:

"The termination date and time will be after 23:59:59 hours on May 31, 2022."

(g) Attachment 1: Delete this attachment in its entirety and any references thereto throughout the Power Service Agreement.

(h) Attachment 4: Replace the 'Y' in the "Included in price" column with an 'N' for the following entries listed in the first column:

Balancing Transmission Losses (Point-to-Point) Charges

Day Ahead Transmission Losses (Point-to-Point) Charges

Transmission Losses (Point-to-Point) Credits

2. Assignment and Assumption of the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

(a) Assignor hereby transfers and assigns all of Assignor's rights and obligations under the Agreement to Assignee such that FirstEnergy Solutions Corp. will become a new Party to the Agreement, succeeding Allegheny Energy Supply Company, LLC.

(b) Assignee assumes all rights and obligations under the Agreement and agrees to be bound by the terms and conditions thereof as of the date of this Amendment.

(c) This Assignment and Assumption shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the Parties hereto.

(d) This Assignment and Assumption shall not affect the Parties' rights, obligations, and unpaid liabilities existing or arising prior to the date of this Assignment and Assumption.

3. Representations.

Each Party represents to the other Party that all representations contained in the Agreement are true and accurate as of the date of this Amendment and such representations are deemed to be given or repeated by each Party, as the case may be, on the date of this Amendment.

4. Miscellaneous.

- (a) Definitions. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings specified for such terms in the Agreement.
- (b) Entire Agreement. The Agreement, as amended by this Amendment, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- (c) Counterparts. This Amendment may be executed and delivered in counterparts (including by facsimile transmission) each of which will be deemed an original.
- (d) Headings. The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- (e) Successors and Assigns. This Amendment shall inure to and bind the successors and assigns of the respective Parties.
- (f) Severability. The invalidity or enforceability of any particular provision of this Amendment shall not affect the other provisions of this Agreement, and this Amendment shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5. Other Provisions.

All other provisions of the Agreement not expressly amended herein shall remain in full force and effect.

6. Governing Law.

THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND (WITHOUT REFERENCE TO ANY CONFLICT OF LAWS RULES).

Accepted and agreed as of the date first written above.

THE CITY OF HAGERSTOWN, MARYLAND

By: _____

Name: _____

Title: _____

FIRSTENERGY SOLUTIONS, CORP.

By: _____

Name: Kevin T. Warvell

Title: VP, Commercial Ops Structuring and Pricing

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

Topic:

Approval of Utilities Bulk Chemical Purchases – Wastewater Division \$ 497,832.00 (multiple vendors) and Water Division \$ 716,369.00 (multiple vendors)

Mayor and City Council Action Required:

Requested approval of the Utilities Department Chemical Purchase for FY17/18 in the amount of \$1,217,191.00.

Discussion:

Chemicals for the Utilities Department - Water/Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2016

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.

Financial Impact:

Various accounts within both Divisions are utilized.

Recommendation:

Staff recommended approval

Motion:

DATE: November 22, 2016

TOPIC: Approval of the Utilities Department Bulk Chemical purchases for the remainder of Fiscal Year 17 and the first half of Fiscal Year 18.

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

MOTION: I hereby move that the Mayor and City Council approve the expenditure of \$497,832.00 (four hundred ninety-seven thousand eight hundred thirty-two

dollars) of Wastewater Division funds and the expenditure of \$716,369.00 (seven hundred sixteen thousand three hundred sixty-nine dollars) of Water Division funds for the purchase of bulk chemicals. This approval is based on the unit cost of each chemical and the estimated quantities. The actual cost will be determined by actual chemical purchased and could be more or less than the totals stated herein. The purchases will occur in the second half of Fiscal Year 17 and the first half of Fiscal Year 18. The chemicals, which are used in the treatment processes utilized by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1328.

DATE OF INTRODUCTION: 11/22/16

DATE OF PASSAGE: 11/22/16

EFFECTIVE DATE: 11/22/16

Action Dates:

Regular Session 11-22-16

ATTACHMENTS:

File Name

Description

Utilities_Department_Motion_for_Chemical_Purchase_FY1718_112216.doc

Utilities
Department
Motion for
Chemical
Purchase FY1718
112216

Wastewater_Division_Consent_Agenda_for_Chemicals_FY17-
FY18_112216.pdf

Wastewater
Division Consent
Agenda for
Chemicals FY17-
FY18 112216

Water_Division_Consent_Agenda_for_Chemicals_FY17-18_112216.pdf

Water Division
Consent Agenda
for Chemicals
FY17-18 112216

Utilities_Department_FY17_CHEMICAL_BID_EVALUATION_112216_(1).pdf

Utilities
Department FY17
CHEMICAL BID
EVALUATION
112216 (1)

Utilities_Department_FY17_CHEMICAL_BID_EVALUATION_112216_(2).pdf

Utilities
Department FY17
CHEMICAL BID
EVALUATION
112216 (2)

Utilities_Department_PUR-
1328_Swimming_Pool_WWTP_Chemicals_112216.pdf

Utilities
Department PUR-
1328 Swimming
Pool WWTP

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 22, 2016

TOPIC: **Approval of the Utilities Department Bulk Chemical purchases for the remainder of Fiscal Year 17 and the first half of Fiscal Year 18.**

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

MOTION: I hereby move that the Mayor and City Council approve the expenditure of \$497,832.00 (four hundred ninety-seven thousand eight hundred thirty-two dollars) of Wastewater Division funds and the expenditure of \$716,369.00 (seven hundred sixteen thousand three hundred sixty-nine dollars) of Water Division funds for the purchase of bulk chemicals. This approval is based on the unit cost of each chemical and the estimated quantities. The actual cost will be determined by actual chemical purchased and could be more or less than the totals stated herein. The purchases will occur in the second half of Fiscal Year 17 and the first half of Fiscal Year 18. The chemicals, which are used in the treatment processes utilized by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1328.

DATE OF INTRODUCTION: 11/22/16
DATE OF PASSAGE: 11/22/16
EFFECTIVE DATE: 11/22/16

Approval For:	
Consent Agenda:	
New Business:	X

Originating Department:	Utilities Dept. (Wastewater Division)	By:	Joseph Moss
Account Number:	Various	Account/Project Name:	City/County Joint Chemical Bid
Budget Amount:	FY17 \$ 465,500	Account Balance:	\$ 341,300 Year: CIP Control No.: NA
		Account Balance:	Year: CIP Control No.:
Unbudgeted:		Source Of Funds:	Wastewater Fund - Operating

Quantity	Description	Value
NEW BUSINESS		
60 Dry Tons	Wastewater - Chemicals - 38%-42% Ferric Chloride (Kemira)	\$ 27,540
12,000 Gallons	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (Univar USA)	\$ 17,280
17,000 Pounds	Wastewater - Chemicals - 3" Tablet Chlorine (Coyne Chemical)	\$ 26,355
2,000 Gallons	Wastewater - Chemicals - Defoamer Suppressor MB012 SF (Maryland BioChemical)	\$ 14,220
90,000 Gallons	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 228,600
5000 Gallons	Wastewater - Chemicals - Polymer Zetag 7653 (Coyne Chemical)	\$ 19,597
50,000 Pounds	Wastewater - Chemicals - Methanol (Brenntag)	\$ 123,200
4,000 Pounds	Wastewater - Chemicals - Polymer Zetag 7653 (Coyne Chemical)	\$ 41,040
	TOTAL	\$ 497,832

The above chemicals are used in the wastewater treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Bid spans 2-fiscal years and balance will be budgeted in the FY18 Budget.

Business Name: See Attached Summary Report

Address:

City, State: _____

Bid/Proposal/Quote No.: County Bid: PUR-1328

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
-------------	--------------------	---------------

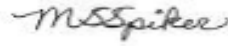
[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2016

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.



Director of Utilities

November 8, 2016

Date



Water Operations Manager

November 8, 2016

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Approval For:	
Consent Agenda:	
New Business:	X

Quantity	Description	Value
NEW BUSINESS		
60 Tons	Water - Chemicals - Liquid Chlorine (JCI Jones Chemicals)	\$ 27,000.00
50,000 Pounds	Water - Chemicals - Aqueous Ammonia (Univar)	\$ 28,945.00
16 Tons	Water - Chemicals - Powered Activated Carbon (Univar USA)	\$ 35,304.00
100 Dry Tons	Water - Chemicals - DelPac (USALCO)	\$ 197,280.00
150,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	\$ 124,410.00
30,000 Gallons	Water - Chemicals - 93% Sulfuric Acid (Brenntag Northeast)	\$ 37,680.00
50,000 Pounds	Water - Chemicals - Potassium Permanganate (Brenntag Northeast)	\$ 170,330.00
44,000 Pounds	Water - Chemicals - Sodium Fluorosilicate (Univar USA)	\$ 24,860.00
180,000 Pounds	Water - Chemicals - Poly-Orthophosphate (Shannon Chemical)	\$ 70,560.00
	TOTAL	\$ 716,369.00

The above chemicals are used in the water treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Business Name: See Attached Summary Report

Address:

City, State: _____

Bid/Proposal/Quote No.: County Bid: PUR-1328

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
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[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2016.

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less than the dollar amount stated herein. Bid totals are based on historical actual usage average for each chemical.



Director of Utilities

November 8, 2016

Date



Water Operations Manager

November 8, 2016

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Water and Wastewater Chemical Bid Recommendation for FY17 & FY18

Operation and Account Number	FY17 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY17 Unit Cost	FY17/18 Projected Annual Cost
R.C. WILLSON WATER PLANT - 52-70501									
559103	\$ 25,000	2	Liquid Chlorine	Water	60	Ton	JCI JONES CHEMICALS, INC.	\$ 450.00	\$ 27,000
559123	\$ 35,000	3	Aqueous Ammonia - 19%	Water	50,000	Pound	UNIVAR USA	\$ 0.58	\$ 28,945
559113	\$ 25,000	6	Powdered Activated Carbon	Water	16	Ton	UNIVAR USA	\$ 2,206.50	\$ 35,304
559110	\$ 225,000	7	Polyaluminum Chloride	Water	100	Dry Ton	USALCO, LLC	\$ 1,972.80	\$ 197,280
559101	\$ 200,000	10	25% Liquid Caustic Soda	Water	150,000	Gallon	UNIVAR USA	\$ 0.83	\$ 124,410
559119	\$ 60,000	11	Sulfuric Acid (93-95%)	Water	30,000	Gallon	BRENTAG NORTHEAST	\$ 1.26	\$ 37,680
559112	\$ 100,000	15	Potassium Permanganate	Water	50,000	Pound	BRENTAG NORTHEAST	\$ 3.4066	\$ 170,330
559106	\$ 15,000	29	Sodium Fluorosilicate	Water	44,000	Pound	UNIVAR USA	\$ 0.565	\$ 24,860
559122	\$ 75,000	35	Poly-Orthophosphate	Water	180,000	Pound	SHANNON CHEMICAL	\$ 0.392	\$ 70,560

Operation and Account Number	FY17 Budgeted Amount	FY17 Expenses	Description
R.C. WILLSON WATER PLANT - 52-70501			
559103	\$ 25,000	\$ 6,200	Liquid Chlorine
559123	\$ 35,000	\$ 4,700	Aqueous Ammonia - 19%
559113	\$ 25,000	\$ -	Powdered Activated Carbon
559110	\$ 225,000	\$ 58,000	Poyaluminum Chloride
559101	\$ 200,000	\$ 52,000	25% Liquid Caustic Soda
559119	\$ 60,000	\$ 14,000	Sulfuric Acid (93-95%)
559112	\$ 100,000	\$ 75,000	Potassium Permanganate
559106	\$ 15,000	\$ 3,400	Sodium Fluorosilicate
559122	\$ 75,000	\$ 19,000	Poly-Orthophosphate
Total:	\$ 760,000	\$ 232,300	

FY17/18 Estimated Expense

WILLSON **\$716,369**

TOTAL ESTIMATED WATER COST \$716,369

Water and Wastewater Chemical Bid Recommendation for FY17 & FY18

Operation and Account Number	FY17 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY17 Unit Cost	FY17/18 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
559105	\$ 20,000	4	Ferric Chloride	Wastewater	60	Dry Ton	KEMIRA WATER SOLUTIONS, INC	\$ 459.000	\$ 27,540
559115	\$ 8,000	5B	12.5% Sodium Hypochlorite	Wastewater	12,000	Gallon	UNIVAR USA	\$ 1.440	\$ 17,280
54-72601-559104	\$ 7,500	22	3" Tablet Chlorine	Wastewater	17,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	\$ 1.550	\$ 26,355
559102	\$ 10,000	30	Defoamer	Wastewater	2,000	Gallon	MARYLAND BIOCHEMICAL CO.	\$ 7.110	\$ 14,220
559117	\$ 130,000	31	Thioguard (Magnesium Hydroxide)	Wastewater	90,000	Gallon	PREMIER MAGNESIA	\$ 2.540	\$ 228,600
559116	\$ 50,000	32	Polymer (Zetag 7563)		8,000		GEORGE S. COYNE CHEMICAL CO., INC	\$ 2.450	\$ 19,597
559118	\$ 240,000	33	Methanol	Wastewater	80,000	Gallon	BRENNTAG NORTHEAST, INC.	\$ 1.540	\$ 123,200
559116	see 559116	37	Polymer (Zetag 8814)	Wastewater	4,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	\$ 10.260	\$ 41,040

Operation and Account Number	FY17 Budgeted Amount	FY17 Expenses	Description
Wastewater Treatment Plant 54-71501			
559105	\$ 20,000	\$ 8,700	38% Ferric Chloride
559115	\$ 8,000	\$ 6,600	12.5% Sodium Hypochlorite
54-72601-559104	\$ 7,500	\$ 1,900	3" Tablet Chlorine
559102	\$ 10,000	\$ 3,100	Defoamer
559117	\$ 130,000	\$ 59,100	Thioguard
559116	\$ 50,000	\$ 24,900	Polymer (Zetag 7563)
54-71501 (5374)	\$ 240,000	\$ 19,900	Methanol
559116	see 559116		Polymer (Zetag 8814)
Total:	\$ 465,500	\$ 124,200	

FY17/18 Estimated Expense

WASTEWATER TREATMENT \$497,832

TOTAL ESTIMATED WASTEWATER COST \$497,832

<u>WATER DIVISION:</u>	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
<u>COMPANY NAME</u>						
JCI JONES CHEMICALS, INC.	2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 450.0000	60	\$ 27,000.00
KUCHNE CHEMICAL CO.	2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 1,500.0000	60	\$ 90,000.00
UNIVAR USA	2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 459.0000	60	\$ 27,540.00
TANNER INDUSTRIES, INC.	3	AQUEOUS AMMONIA (19%) - EXCEPTION	POUND	\$ 0.5325	50,000	\$ 26,625.00
UNIVAR USA	3	AQUEOUS AMMONIA (19%)	POUND	\$ 0.5789	50,000	\$ 28,945.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	\$ 2,265.2200	16	\$ 36,243.52
UNIVAR USA	6	POWDERED ACTIVATED CARBON	TON	\$ 2,206.5000	16	\$ 35,304.00
CHEMTRADE	7	POLY ALUMINUM CHLORIDE (pac) - EXCEPTION	DRY TON	\$ 1,756.0000	100	\$ 175,600.00
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	\$ 1,972.8000	100	\$ 197,280.00
BRENNTAG NORTHEAST	10	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON BULK	\$ 0.9720	150,000	\$ 145,800.00
KUCHNE CHEMICAL CO.	10	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON BULK	\$ 1.2000	150,000	\$ 180,000.00
UNIVAR USA	10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON BULK	\$ 0.8294	150,000	\$ 124,410.00
BRENNTAG NORTHEAST	11	SULFURIC ACID (93-95%) - EXCEPTION	GALLON BULK	\$ 1.2560	30,000	\$ 37,680.00
UNIVAR USA	11	SULFURIC ACID (93-95%) - EXCEPTION	GALLON BULK	\$ 1.4300	30,000	\$ 42,900.00
BRENNTAG NORTHEAST	15	POTASSIUM PERMANGANATE	POUND	\$ 3.4066	50,000	\$ 170,330.00
GEORGE S. COYNE CHEMICAL CO., INC	15	POTASSIUM PERMANGANATE - EXCEPTION	POUND	\$ 1.8153	50,000	\$ 90,765.00
SHANNON CHEMICAL	15	POTASSIUM PERMANGANATE - EXCEPTION	POUND	\$ 2.1200	50,000	\$ 106,000.00
UNIVAR USA	15	POTASSIUM PERMANGANATE	POUND	\$ 3.5000	50,000	\$ 175,000.00
BRENNTAG NORTHEAST	27	SODIUM BISULFITE (38-40%)	POUND	\$ 0.2950	6,000	\$ 1,770.00
GEORGE S. COYNE CHEMICAL CO., INC	27	SODIUM BISULFITE (38-40%)	POUND	\$ 0.6024	6,000	\$ 3,614.40
UNIVAR USA	27	SODIUM BISULFITE (38-40%)	POUND	\$ 0.8500	6,000	\$ 5,100.00
UNIVAR USA	29	SODIUM FLUOROSILICATE	POUND	\$ 0.5650	44,000	\$ 24,860.00
GEORGE S. COYNE CHEMICAL CO., INC	35	POLY-ORTHOPHOSPHATE - EXCEPTION	POUND	\$ 0.3648	180,000	\$ 65,664.00
SHANNON CHEMICAL	35	POLY-ORTHOPHOSPHATE	POUND	\$ 0.3920	180,000	\$ 70,560.00
						\$ 718,139.00

WASTEWATER DIVISION:	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME						
KEMIRA WATER SOLUTIONS, INC	4	FERRIC CHLORIDE - EXCEPTION	DRY TON	\$ 459.0000	60	\$ 27,540.00
PVS TECHNOLOGIES, INC.	4	FERRIC CHLORIDE	DRY TON	\$ 478.0000	60	\$ 28,680.00
AMATO INDUSTRIES, INC.	5B	SODIUM HYPOCHLORITE - BULK	GALLONS BULK	\$ 1.7700	12,000	\$ 21,240.00
KUCHNE CHEMICAL	5B	SODIUM HYPOCHLORITE - BULK	GALLONS BULK	\$ 5.0000	12,000	\$ 60,000.00
UNIVAR USA	5B	SODIUM HYPOCHLORITE - BULK	GALLONS BULK	\$ 1.4400	12,000	\$ 17,280.00
CHEMRITE INC.	22	3" CHLORINE TABLETS	POUNDS	\$ 1.9700	17,000	\$ 33,490.00
GEORGE S. COYNE CHEMICAL CO., INC	22	3" CHLORINE TABLETS	POUNDS	\$ 1.5503	17,000	\$ 26,355.10
UNIVAR USA	22	3" CHLORINE TABLETS	POUNDS	\$ 2.0000	17,000	\$ 34,000.00
AMATO INDUSTRIES, INC.	22	3" CHLORINE TABLETS - EXCEPTION	POUNDS	\$ 3.5200	17,000	\$ 59,840.00
GEORGE S. COYNE CHEMICAL CO., INC	30	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLONS	\$ 7.7660	2,000	\$ 15,532.00
MARYLAND BIOCHEMICAL CO.	30	DEFOAMER - ANTI FOAM FF-410 - EXCEPTION	GALLONS	\$ 7.1100	2,000	\$ 14,220.00
PREMIER MAGNESIA	31	THIOGUARD - EXCEPTION	GALLON BULK	\$ 2.5400	90,000	\$ 228,600.00
GEORGE S. COYNE CHEMICAL CO., INC	32	POLYMER (ZETAG 7563)	POUNDS	\$ 2.4496	8,000	\$ 19,596.80
BRENNTAG NORTHEAST, INC.	33	METHANOL	GALLONS	\$ 1.5400	80,000	\$ 123,200.00
UNIVAR USA	33	METHANOL	GALLONS	\$ 1.5500	80,000	\$ 124,000.00
GEORGE S. COYNE CHEMICAL CO., INC	40	POLYMER (ZETAG 8814)	GALLONS	\$ 10.2600	4,000	\$ 41,040.00
						\$ 497,831.90

PUR-1328 Swimming Pool / Water / WasteWater Treatment Chemicals								
Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc. / Amchlor Silver Spring, MD	Brenntag Northeast, Inc. Reading, PA	Carus Corporation Peru, IL	Chemrite, Inc. Buford, GA	Chemtrade Chemicals US LLC Parsippany, NJ
2	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	N/B	No Bid	No Bid	No Bid	No Bid
3	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	N/B	No Bid	No Bid	No Bid	No Bid
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	N/B	No Bid	No Bid	No Bid	No Bid
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Dry Ton	Dry Ton	N/B	No Bid	No Bid	No Bid	\$1,756.00*
10	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	N/B	\$0.972	No Bid	No Bid	No Bid
11	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	N/B	\$1.256	No Bid	No Bid	No Bid
15	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	N/B	\$3.4066	No Bid	No Bid	No Bid
27	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Gallon Tote	N/A	\$0.295	No Bid	No Bid	No Bid
29	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	N/A	No Bid	No Bid	No Bid	No Bid
35	Poly-Orthophosphate (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	N/B	No Bid	\$0.336	No Bid	No Bid

PUR-1328 Swimming Pool / Water / WasteWater Treatment Chemicals								
Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc. / Amchlor Silver Spring, MD	Brenntag Northeast, Inc. Reading, PA	Carus Corporation Peru, IL	Chemrite, Inc. Buford, GA	Chemtrade Chemicals US LLC Parsippany, NJ
4	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	N/B	No Bid	No Bid	No Bid	No Bid
5B	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	\$1.77	No Bid	No Bid	No Bid	No Bid
22	3" Tablet Chlorine (City of Hagerstown DWQ)	Pound	50 - 100 Pound Drum	\$3.52	No Bid	No Bid	\$1.97	No Bid
30	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	N/A	No Bid	No Bid	No Bid	No Bid
31	Thioguard (55% - 65%) Magnesium Hydroxide (City of Hagerstown)	Gallon	Gallon Bulk	N/A	No Bid	No Bid	No Bid	No Bid
32	Polymer (City of Hagerstown)	Pound	55-Pound Bag	N/A	No Bid	No Bid	No Bid	No Bid
33	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	N/A	\$1.54	No Bid	No Bid	No Bid
36	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	N/B	\$2.424	No Bid	No Bid	No Bid
40	Polymer Zetag 8814 (City of Hagerstown)	Gallon	Gallon Bulk	N/B	No Bid		No Bid	No Bid

Exceptions:

Amato Industries, Inc. / AMCHLOR

None

Chemtrade Chemicals US LLC

1 #7 - Product being bid is Chemtrade Chemical's Hyper-ion 3937, price equates to \$474.00

2 #38 - For conversion purposes only, price equates to \$560.00/dry ton

Brenntag Northeast, Inc.

None

Carus Corporation

None

Chemrite, Inc.

None

Swimming Pool / Water / WasteWater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	George S. Coyne Chemical Company Inc.	JCI Jones Chemicals Milford, VA	Kemira Water Solutions, Inc. Lawrence, KS	Kuehne Chemical Co., Inc. South Kearny, NJ	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Co., Inc. Baltimore, MD
2	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	No Bid	\$450.00	No Bid	\$1,500.00*		
3	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	No Bid		
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	\$2,265.22*	No Bid	No Bid	No Bid		
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid		
10	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	\$1.20		
11	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid		
15	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	\$1.8153*	No Bid	No Bid	No Bid		
27	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Gallon Tote	\$0.6024	No Bid	No Bid	No Bid		
29	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	No Bid	No Bid	No Bid	No Bid		
35	Poly-Orthophosphate (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	\$0.3648	No Bid	No Bid	No Bid		

PUR-1328 Swimming Pool / Water / WasteWater Treatment Chemicals									
Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	George S. Coyne Chemical Company Inc.	JCI Jones Chemicals Milford, VA	Kemira Water Solutions, Inc. Lawrence, KS	Kuehne Chemical Co., Inc. South Kearny, NJ	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Co., Inc. Baltimore, MD
4	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	\$459.00*	No Bid		
5B	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	\$5.00		
22	3" Tablet Chlorine (City of Hagerstown DWQ)	Pound	50 - 100 Pound Drum	\$1.5503	No Bid	No Bid	No Bid		
30	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	\$7.766	No Bid	No Bid	No Bid	\$7.11*	
31	Thioguard (55% - 65%) Magnesium Hydroxide (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid		
32	Polymer (City of Hagerstown)	Pound	55-Pound Bag	\$2.4496	No Bid	No Bid	No Bid		
33	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid		
36	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid		
40	Polymer Zetag 8814 (City of Hagerstown)	Gallon	Gallon Bulk	\$10.26	No Bid	No Bid	No Bid		

Exceptions:

George S. Coyne Chemical Company Inc.

- 1 #1 - Minimum 8 drums per delivery
- 2 #6 - Minimum 1 pallet (50 bags) per delivery, 40 lb. bags
- 3 #14 - Minimum 1 pallet (30 bags) per delivery, 40 lb. bags
- 4 #15 - Minimum 1 pallet per delivery
- 5 #20 - Minimum 20 pails per delivery

JCI Jones Chemicals

None

Kemira Water Solutions, Inc.

- 1 #4 - Kemira PIX-201
- 2 #18 - Kemira PIX-201
- 3 #21 - Kemira PAX-XL6

Kuehne Chemical Co., Inc.

- 1 #2 - \$1,500.00 per ton

Maryland Biochemical Company, Inc.

- 1 #30 - MB 012 SF
- 2 #34 - MB 12 BP

Maryland Chemical Co., Inc.

None

PUR-1328 Swimming Pool / Water / WasteWater Treatment Chemicals									
Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Premier Magnesia LLC Waynesville, NC	PVS Technologies, Inc. Detroit, MI	Shannon Chemical Corporation Malvern, PA	Tanner Industries, Inc. Southampton, PA	Univar USA, Inc. Middletown, PA	USALCO Baltimore Plant, LLC Baltimore, MD
2	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	No Bid	No Bid	No Bid	No Bid	\$459.00	No Bid
3	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	\$0.5325*	\$0.11*	No Bid
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	No Bid	No Bid	No Bid	No Bid	\$2,206.50	No Bid
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid	No Bid	\$1,972.80
10	Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	\$0.8294	No Bid
11	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	\$1.43	No Bid
15	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	No Bid	No Bid	\$2.12	No Bid	\$3.50	No Bid
27	Sodium Bisulfite (38% - 40%) (City of Hagerstown)	Pound	600-Gallon Tote	No Bid	No Bid	No Bid	No Bid	\$0.85*	No Bid
29	Sodium Fluorosilicate (City of Hagerstown)	Pound	50-Pound Bag	No Bid	No Bid	No Bid	No Bid	\$0.565	No Bid
35	Poly-Orthophosphate (SLI-5250) (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	\$0.392	No Bid	No Bid	No Bid

PUR-1328 Swimming Pool / Water / WasteWater Treatment Chemicals									
Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Premier Magnesia LLC Waynesville, NC	PVS Technologies, Inc. Detroit, MI	Shannon Chemical Corporation Malvern, PA	Tanner Industries, Inc. Southampton, PA	Univar USA, Inc. Middletown, PA	USALCO Baltimore Plant, LLC Baltimore, MD
4	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	\$478.00	No Bid	No Bid	No Bid	No Bid
5B	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	\$1.44	No Bid
22	3" Tablet Chlorine (City of Hagerstown DWQ)	Pound	50 - 100 Pound Drum	No Bid	No Bid	No Bid	No Bid	\$2.00*	No Bid
30	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
31	Thioguard (55% - 65%) Magnesium Hydroxide (City of Hagerstown)	Gallon	Gallon Bulk	\$2.54	No Bid	No Bid	No Bid	No Bid	No Bid
32	Polymer (City of Hagerstown)	Pound	55-Pound Bag	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
33	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	\$1.55	No Bid
36	50% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	\$2.05	No Bid
40	Polymer Zetag 8814 (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

Premier Magnesia LLC

None

PVS Technologies, Inc.

None

Shannon Chemical Corporation

None

USALCO Baltimore Plant, LLC

None

Tanner Industries, Inc.

- 1 #3 - Please see attached exceptions

Exceptions:

Univar USA Inc.

- 1 #3 - 3000 gallons @ \$.11 (solution lb) / 6000 gallons @ \$.105 (lb Solution lb)
- 2 #22 - 100 lb drum
- 3 #25 - 50 lb bag
- 4 #27 - 55gl drums

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

Topic:

Approval of Bulk Diesel Fuel and Bulk Gasoline Purchase – A. C. & T., Co., Inc (Hagerstown, MD \$ 423,341.08 (Diesel \$ 1.4695/gallon, Gasoline \$ 1.4373/gallon)

Mayor and City Council Action Required:

I hereby move for Mayor and Council approval of the bulk diesel fuel and gasoline purchase for City operations from A C & T Company, Inc. The estimated annual cost of diesel fuel and gasoline is \$423,341 based on an estimated annual use of 236,000 gallons for both fuels. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government, the Board of Education and the City of Hagerstown.

Discussion:

Highway use of diesel fuel and gasoline for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Washington County Government competitively bids out the diesel fuel for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2016 through November 30, 2017. Total value of contract is based on an estimated amount of 100,000 gallons of diesel fuel and 136,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

The bid included 2 options. The second option was for vendors to provide a lump sum price to if they were awarded all the fuel needs including fuel not utilized by the city such as Unleaded Gasoline 89 Octane. Only 2 bidders provided a lump sum price. Mansfield at \$1,781,594.87 and AC&T at \$1,763,122.71.

Financial Impact:

Originating Department:	Public Works	By:	Eric B. Deike, Director
Account Number:	xxxx-5431	Account / Project Name:	Fuel Inventory
Budget Amount:	\$584,675	Account Balance:	\$513,952
		Year:	16/17
		CIP Control No.	NA
Unbudgeted \$:		Source of Funds:	General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value

1 each	Bulk Diesel Fuel Purchase (est. 100,000 gallons per year)	*\$1.4695/gal
1 each	Bulk Gasoline Purchase (est. 136,000 gallons per year)	*\$1.4373/gal

*Excludes Taxes for Comparison Purposes

TOTAL VALUE OF PROJECT: ***\$423,341.08

**Includes Taxes

Recommendation:

Approval of A C & T as the vendor of choice

Motion:

DATE: November 22, 2016

TOPIC: **Approval of Bulk Diesel Fuel and Gasoline Purchase**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of the bulk diesel fuel and gasoline purchase for City operations from A C & T Company, Inc. The estimated annual cost of diesel fuel and gasoline is \$423,341 based on an estimated annual use of 236,000 gallons for both fuels. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 22, 2016

Action Dates:

DATE OF PASSAGE: November 22, 2016

ATTACHMENTS:

File Name

Description

REVISED_diesel_fuel_and_gasoline_2016.2017_combined.pdf

Consent Agenda form for Bulk Diesel Fuel and Gasoline

2016.2017_Diesel_Fuel_and_Gasoline_Purchase_Motion_Sheet.pdf

Motion Sheet for Bulk Diesel Fuel and Gasoline Purchase

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase (est. 100,000 gallons per year)	*\$1.4695/gal
1 each	Bulk Gasoline Purchase (est. 136,000 gallons per year)	*\$1.4373/gal

ABOVE TO BE USED FOR:
Highway use of diesel fuel and gasoline for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Business Name:	A.C. & T. Co., Inc.
Address:	11535 Hopewell Road
City, State:	Hagerstown, MD 21741-4217
Bid/Proposal/Quote No.:	Washington County PUR-1329

[illegible]

(1)Department Manager: Washington County Government competitively bids out the diesel fuel for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2016 through November 30, 2017. Total value of contract is based on an estimated amount of 100,000 gallons of diesel fuel and 136,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

The bid included 2 options. The second option was for vendors to provide a lump sum price to if they were awarded all the fuel needs including fuel not utilized by the city such as Unleaded Gasoline 89 Octane. Only 2 bidders provided a lump sum price. Mansfield at \$1,781,594.87 and AC&T at \$1,763,122.71.

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: November 22, 2016

TOPIC: **Approval of Bulk Diesel Fuel and Gasoline Purchase**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of the bulk diesel fuel and gasoline purchase for City operations from A C & T Company, Inc. The estimated annual cost of diesel fuel and gasoline is \$423,341 based on an estimated annual use of 236,000 gallons for both fuels. The contract was competitively bid by the Washington County Government to obtain a better bulk rate for Washington County Government, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 22, 2016

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

Topic:

Approval of Bulk Salt Purchase – Eastern Salt Company, Inc. (Lowell, MA) \$ 64.00/ton

Mayor and City Council Action Required:

I hereby move for Mayor and Council approval of the bulk road salt purchase for City operations from Eastern Salt Company, Inc. The bid price is \$64.00 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.

Discussion:

Used to melt snow and ice from city streets and alleys. 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 Eastern Salt Company, Inc. The low bidder, Global Ventures, was unable to fill the order for WashCo Government. WashCo has elected to cancel their order with Global Ventures and contract the purchase with Eastern Salt Company, Inc. The budget amount for this fiscal year is \$123,000 based on previous years averages.

Financial Impact:

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	\$64.00/ton

TOTAL VALUE OF PROJECT: \$64.00 per ton

Recommendation:

(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 Eastern Salt Company, Inc. The low bidder, Global Ventures, was unable to fill the order for WashCo Government. WashCo has elected to cancel their order with Global Ventures and contract the purchase with Eastern Salt Company, Inc. The budget amount for this fiscal year is \$123,000 based on previous years averages.

Motion:

DATE: November 22, 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 Eastern Salt Company, Inc. The bid price is \$64.00 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: November 22, 2016

Action Dates:

DATE OF PASSAGE: November 22, 2016

ATTACHMENTS:

File Name

Bulk_Road_Salt_2016.2017_consent_agenda_Eastern_Salt.pdf

2016.2017_Eastern_Salt_Bulk_Road_Salt_Motion_Sheet.pdf

Description

Consent Agenda for Bulk Road Salt

Motion Sheet for Bulk Road Salt

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/22/16**

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	\$64.00/ton

TOTAL VALUE OF PROJECT: \$64.00 per ton

ABOVE TO BE USED FOR:

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

Recommended Vendor:

Business Name: Eastern Salt Company, Inc.
Address: 134 Middle Street, Suite 210
City, State: Lowell, MA 01852 (855) 676-9388
Bid/Proposal/Quote No.: Washington County PUR-1324

OTHER VENDORS:

Firm	City/State	Total Amount
Global Ventures	Durham, NC	\$60.00/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 Eastern Salt Company, Inc. The low bidder, Global Ventures, was unable to fill the order for WashCo Government. WashCo has elected to cancel their order with Global Ventures and contract the purchase with Eastern Salt Company, Inc. 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: November 22, 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 Eastern Salt Company, Inc. The bid price is \$64.00 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: November 22, 2016